

**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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**October 25, 2022**  
**Regular City Council Meeting at 6:30 PM**

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**Executive Session at 5:00 PM**

**Regular 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.**

**1. CALL TO ORDER - EXECUTIVE SESSION - 5:00 P.M.**

**2. EXECUTIVE SESSION**

**2A.** City Council shall convene into closed executive session pursuant to Texas Government Code sections 551.071 and 551.072 to seek the advice of legal counsel and discuss potential acquisitions of real estate relating to the Agnes Street and Vista Puente Drive right of ways and related infrastructure, and another miscellaneous property.

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

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

**5. PLEDGE OF ALLEGIANCE** - Noah Tawater and Ashley Villegas, Lost Pines Elementary PALS

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

**6. INVOCATION** - Cliff Sparks, Bastrop Police Chaplain

**7. PRESENTATIONS**

7A. Mayor's Report

7B. Council Members' Report

7C. City Manager's Report

7D. A proclamation of the City Council of the City of Bastrop, Texas, recognizing November 4, 2022, as City of Bastrop Arbor Day.

Submitted by: Ann Franklin, City Secretary

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

**9. STAFF AND BOARD REPORTS - NONE**

**10. CITIZEN COMMENTS**

*At this time, three (3) minute comments will be taken from the audience on any topic. Anyone in attendance wishing to address the Council must complete a citizen comment form and give the completed form to the City Secretary prior to the start of the City Council meeting. Alternately, if you are unable to attend the council meeting, you may complete a citizen comment form with your comments at [www.cityofbastrop.org/citizencommentform](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.*

## 11. CONSENT AGENDA

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

[11A.](#) Consider action to approve City Council minutes from the August 16, 2022, and August 17, 2022, Budget Workshop; September 26, 2022, Boards and Commission Orientation; October 3, 2022, Special meeting; and October 11, 2022, Regular meeting.

Submitted by: Ann Franklin, City Secretary

[11B.](#) Consider action to approve Resolution No. R-2022-97 of the City Council of the City of Bastrop, Texas approving a Public Improvement Plan Agreement with Hunt Communities for The Colony MUD 1D Section 3, 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: Jennifer C. Bills, Director of Planning & Development

[11C.](#) Consider action to approve Resolution No. R-2022-96 of the City Council of the City of Bastrop, Texas approving a Public Improvement Plan Agreement with Hunt Communities for The Colony MUD 1D Section 2, 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: Jennifer C. Bills, Director of Planning & Development

[11D.](#) Consider action to approve Resolution No. R-2022-95 of the City Council of the City of Bastrop, Texas approving a Public Improvement Plan Agreement with Hunt Communities for The Colony MUD 1C Section 2 – Rosewood Path Extension, 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: Jennifer C. Bills, Director of Planning & Development

[11E.](#) Consider action to approve Resolution No. R-2022-101 of the City Council of the City of Bastrop, Texas, approving a task order with MWM DesignGroup to provide the services of City Engineer in the amount of One Hundred Nineteen Thousand Six Hundred Dollars (\$119,600.00); attached in Exhibit B; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

Submitted by: Fabiola de Carvalho, AMP MIAM, Director of Engineering and Capital Project Management

[11F.](#) Consider action to approve Resolution No. R-2022-98 of the City Council of the City of Bastrop, Texas appointing City Manager Sylvia Carrillo to fill the vacancy as the General Assembly Representative to the Capital Area Council of Government (CAPCOG); authorizing the Mayor to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

Submitted by: Ann Franklin, City Secretary

- [11G.](#) Consider action to approve Resolution No. R-2022-104 of the City Council of the City of Bastrop, Texas, approving an agreement for the provision of Main Street Program support between the City of Bastrop and the Bastrop Economic Development Corporation attached as Exhibit A; authorizing the City Manager to execute the agreement; repealing all resolutions in conflict; and providing an effective date.

Submitted by: Rebecca Gleason, Assistant City Manager

- [11H.](#) Consider action to approve Resolution No. 2022-106 amending the Christmas Light Installation Contract with Décor IQ to allow for this Contract to be renewed for an additional three (3) years; authorizing the City Manager to execute all necessary documents with the Contractor; providing for findings of fact, repealer, and severability; establishing an effective date; and proper notice and meeting. Submitted by: Rebecca Gleason, Assistant City Manager

**12. ITEMS FOR INDIVIDUAL CONSIDERATION**

- [12A.](#) Consider action to approve Resolution No. R-2022-90 of the City Council of the City of Bastrop, Texas endorsing the Main Street Crosswalk Mural Project- Phase 1 authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

Submitted by: Candice Butts, Main Street Manager

- [12B.](#) Consider action to approve resolution No. R-2022-99 of the City Council of the City of Bastrop, Texas, authorizing the City Manager to list certain real property owned by the city of Bastrop with a licensed real estate broker; authorizing the city manager to enter into an agreement and execute all necessary documents with the real estate broker; providing for findings of fact, repealer, and severability; establishing an effective date; and proper notice and meeting.

Submitted by: Trey Job, Assistant City Manager

- [12C.](#) Consider action to approve the first reading of Resolution No. R-2022-105 of the City Council of the City of Bastrop, Texas, approving the expenditure of Bastrop Economic Development Corporation funds for an Infrastructure Project in an amount not to exceed One Million Six Hundred Twenty Thousand Dollars (\$1,620,000.00); repealing all resolutions in conflict; and providing an effective date.

Submitted by: Angela Ryan, BEDC Operations Manager

- [12D.](#) Consider action to approve Resolution No. R-2022-100 of the City Council of the City of Bastrop, Texas approving award of a Standard Contract for Professional Services with Kimley-Horn and Associates, Inc. in the amount of Eighty Thousand Dollars and Zero Cents (\$80,000.00) for the Transportation Impact Fee Study; 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: Jennifer C. Bills, Director of Planning & Development

- [12E.](#) Consider action to approve Resolution No. R-2022-102 of the City Council of the City of Bastrop, Texas, approving the purchase of easement rights for the construction of the

Simsboro Aquifer Water Treatment Plant, Well Field and Transmission Facilities project, in the amount of Twenty-Three Thousand, Five Hundred Six Dollars and Forty Cents (\$23,506.40); authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

Submitted by: Fabiola de Carvalho, AMP MIAM, Director of Engineering and Capital Project Management

- 12F. Consider action to approve Resolution No. R-2022-103 of the City Council of the City of Bastrop, Texas, approving the purchase of easement rights for the construction of the Simsboro Aquifer Water Treatment Plant, Well Field and Transmission Facilities project, in the amount of Forty-One Thousand Two Hundred Seventy-Three Dollars and Thirty Cents (\$41,273.30); authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

Submitted by: Fabiola de Carvalho, AMP MIAM, Director of Engineering and Capital Project Management

- 12G. Consider action to approve Resolution No. R-2022-84 of the City Council of the City of Bastrop, Texas to award a Professional Services contract to Stantec Consulting Services Inc. to provide engineering services for the Park & Recreation Master Plan in an amount not to exceed \$290,000 and authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

Submitted by: Rebecca Gleason, Assistant City Manager

### 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, October 20, 2022, at 5:00 p.m. and remained posted for at least two hours after said meeting was convened.

/s/Victoria Psencik  
Victoria Psencik, Deputy City Secretary



# STAFF REPORT

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**MEETING DATE:** October 25, 2022

**TITLE:**

City Council shall convene into closed executive session pursuant to Texas Government Code sections 551.071 and 551.072 to seek the advice of legal counsel and discuss potential acquisitions of real estate relating to the Agnes Street and Vista Puente Drive right of ways and related infrastructure.

**AGENDA ITEM SUBMITTED BY:**

Submitted by: Sylvia Carrillo, City Manager



# STAFF REPORT

**MEETING DATE:** October 25, 2022

**TITLE:**

Mayor's Report

**AGENDA ITEM SUBMITTED BY:**

Submitted by: Sylvia Carrillo, City Manager

**POLICY EXPLANATION:**

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

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

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

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

**ATTACHMENTS:**

# *Mayor's Report*

## *October 25, 2022*







Alive After Five  
Good Bull Golf Carts

# Latest Activities

Oct 10 - 20

Events in 2022: 279



Item 7A.



Compass Rose – Harvest Campus



Pink Party  
City  
Recreation



Bastrop Fitness Project



Go Purple Day

# Planned Events

Oct 21 - 25

Item 7A.

- October 24
  - First Day of Early Voting
  - Diversity, Equity and Inclusion Board
- October 25
  - 4<sup>th</sup> Annual Leadership Luncheon (Family Crisis Center)
  - Heart of Bastrop Filming
  - City Council



# Upcoming Events & City Meetings

Item 7A.

- October 27 – BISD Mentoring Meeting #2
- October 28 – BEST Breakfast (BEDC Hosting)
- November 2 – First Responder’s Recognition (Chamber Luncheon)
- November 3
  - Host Cedar Creek Intermediate
  - JOL Ribbon Cutting
  - Farm Street Opry
- November 4 – Light Up Lost Pines (Lost Pines Art Center Event)
- November 5 – Lost Pines Art Fest 2022
- November 8 (Election Day)
  - Government Affairs
  - City Council Meeting





# STAFF REPORT

**MEETING DATE:** October 25, 2022

**TITLE:**

Council Members' Report

**AGENDA ITEM SUBMITTED BY:**

Submitted by: Sylvia Carrillo, City Manager

**POLICY EXPLANATION:**

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

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

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

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



# STAFF REPORT

**MEETING DATE:** October 25, 2022

**TITLE:**

City Manager's Report

**AGENDA ITEM SUBMITTED BY:**

Submitted by: Sylvia Carrillo, City Manager

**POLICY EXPLANATION:**

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

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

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

- (1) expressions of thanks, congratulations, or condolence;
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- (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:** October 25, 2022

**TITLE:**

A proclamation of the City Council of the City of Bastrop, Texas, recognizing November 4, 2022, as City of Bastrop Arbor Day.

**STAFF REPRESENTATIVE:**

Submitted by: Ann Franklin City Secretary



P

ROCLAMATION



**WHEREAS**, Arbor Day is observed throughout the world in many languages and cultures; and

**WHEREAS**, all across Texas, from towering pines to majestic oaks to scrubby mesquites — the many trees of Texas are beautiful and prominent features of our unique and breathtaking landscape; and

**WHEREAS**, as Texans, we value our trees and the benefits they provide each of us every day. Benefits like clean air, clear water, improving our health, abating storm water and even saving us money on energy bills and;

**WHEREAS**, we encourage people in our community to plant trees and celebrate them on the first Friday of each November on Texas Arbor Day; and

**WHEREAS**, this holiday for trees is an opportunity to teach fundamental lessons about the stewardship of our natural resources and caring for our environment. It is an opportunity to learn what each of us can do to keep our community trees healthy and vibrant. And it is a time we can pause to appreciate trees in our lives; and

**WHEREAS**, trees, wherever they are planted, are a source of joy and enjoyment.

**NOW, THEREFORE**, I, Connie Schroeder, Mayor of the City of Bastrop, do hereby recognize November 4, 2022, as:

**ARBOR DAY**

in the City of Bastrop, and I do thereby encourage all citizens to cherish our trees and recognize their important role in the environment.

**IN WITNESS WHEREOF**, I have set my hand and caused the Official Seal of the City of Bastrop, Texas to be affixed this 25th day of October, 2022.

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



# STAFF REPORT

**MEETING DATE:** October 25, 2022

**TITLE:**

Consider action to approve City Council minutes from the August 16, 2022, and August 17, 2022, Budget Workshop; September 26, 2022, Boards and Commission Orientation; October 3, 2022, Special meeting; and October 11, 2022, Regular meeting.

**AGENDA ITEM SUBMITTED BY:**

Submitted by: Ann Franklin, City Secretary

**RECOMMENDATION:**

Ann Franklin, City Secretary recommends approval of City Council minutes from the August 16, 2022, and August 17, 2022, Budget Workshop; September 26, 2022, Boards and Commission Orientation; October 3, 2022, Special meeting; and October 11, 2022, Regular meeting.

**ATTACHMENTS:**

1. August 16, 2022, and August 17, 2022, DRAFT Budget Workshop Minutes.
2. September 26, 2022, DRAFT Boards and Commission Orientation Minutes.
3. October 3, 2022, DRAFT Special Meeting Minutes
4. October 11, 2022, DRAFT Regular Meeting Minutes.



**MINUTES OF SPECIAL BASTROP CITY COUNCIL WORKSHOP  
AUGUST 16, 2022**

The Bastrop City Council met on Tuesday, August 16, 2022, at 5:00 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were: Mayor Schroeder and Mayor Pro Tem Rogers and Council Members Lee, Plunkett, Crouch and Kirkland. Officers present were: Acting City Manager, Trey Job and City Secretary, Ann Franklin.

**CALL TO ORDER**

Mayor Schroeder called the meeting to order with a quorum being present at 5:00 p.m.

**CITIZEN COMMENTS - NONE**

**WORK SESSIONS**

- 2C. Receive briefing on recommended funding for Community Events, Community Support, and Community Assets.  
**Presentation was made by Trey Job, Assistant City Manager and Rebecca Gleason, Assistant City Manager.**
- 2A. Review questions received from City Council regarding the FY2022-2023 proposed budget.  
**Presentation was made by Trey Job, Assistant City Manager.**
- 2B. Receive review of Capital Improvement Plan included in the proposed budget for FY 2022-2023.  
**Presentation was made by Trey Job, Assistant City Manager.**

**Mayor Schroeder recessed the Council Meeting at 7:28 p.m.**

**Mayor Schroeder called the Council Meeting back to order at 7:35 p.m.**

- 2E. Receive review of personnel changes included in the proposed budget for FY 2022-2023.  
**Presentation was made by Trey Job, Assistant City Manager.**
- 2D. Receive review of updates to the Master Fee Schedule.  
**This item was tabled to be continued at the August 17, 2022, meeting.**
- 2F. Receive questions from Council regarding FY 2022-2023 Proposed Budget.

**Adjourned at 8:07 p.m. without objection.**

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
Mayor Connie Schroeder

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

The Minutes were approved on October 25, 2022, by Council Member \_\_\_\_\_ motion, Council Member \_\_\_\_\_ second. The motion was approved on a \_\_\_\_\_ vote.

**MINUTES OF SPECIAL BASTROP CITY COUNCIL WORKSHOP  
AUGUST 17, 2022**

The Bastrop City Council met on Wednesday, August 17, 2022, at 5:00 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were Mayor Schroeder and Mayor Pro Tem Rogers and Council Members Lee, Plunkett, Crouch and Kirkland. Officers present were Acting City Manager, Trey Job and City Secretary, Ann Franklin.

**CALL TO ORDER**

Mayor Schroeder called the meeting to order with a quorum being present at 5:00 p.m.

**WORK SESSIONS**

**Council revisited the review of updates to the Master Fee Schedule and solid waste from the August 16, 2022, Workshop.**

**CITIZEN COMMENTS**

**Becki Womble  
Chamber of Commerce  
927 Main St.  
Bastrop, Texas 78602**

2A. Discuss FY 2022-2023 Proposed Budget and provide feedback to City Manager.

**Adjourned at 7:30 p.m. without objection.**

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
Mayor Connie Schroeder

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

**The Minutes were approved on October 25, 2022, by Council Member \_\_\_\_\_ motion, Council Member \_\_\_\_\_ second. The motion was approved on a \_\_\_\_\_ vote.**

**BOARD AND COMMISSION ORIENTATION  
SEPTEMBER 26, 2022**

Monday, September 26, 2022, at 5:30 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas, the Bastrop City Council; Bastrop Cultural Arts Commission; Cemetery Advisory Board; Construction Standards Board; Bastrop Economic Development Board; Diversity Equity & Inclusion Board; Ethics Commission; Historic Landmark Commission; Bastrop Housing Authority; Hunters Crossing Local Government Corporation; Library Board; Main Street Advisory Board; Bastrop Parks Board/Tree Board; Planning & Zoning Commission; and Zoning Board of Adjustment members attended the Board and Commission Orientation.

**Mayor Schroeder called to Order of Each Board – Determine if quorum is present – Mayor Schroeder**

Main Street Board called to order.

Parks Board was called to order.

Cultural Arts Commission called to order.

**Welcome & Purpose of Orientation**

Mayor Schroeder gave the welcome and purpose of the orientation.

**Introduction**

Mayor Schroeder gave an introduction.

**Ethics Ordinance and Your Responsibilities as a Board Member**

Presented by City Attorney, Alan Bojorquez

**Overview of Open Records Act**

Presented by City Attorney, Alan Bojorquez.

**Break**

Recess from 6:30 p.m. – 6:45 p.m.

**Overview of Open Meetings Act**

Presented by City Attorney, Alan Bojorquez.

**General Protocol for Being a Successful Board Member**

Presented by City Attorney, Alan Bojorquez.

**Adjournment of all Boards**

At 7:54 p.m., Mayor Schroeder adjourned all boards without objections.

**APPROVED:**

**ATTEST:**

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

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

**The Minutes were approved on October 25, 2022, by Council Member      motion, Council Member      second. The motion was approved on a      vote.**

**MINUTES OF SPECIAL COUNCIL MEETING**

**OCTOBER 3, 2022**

The Bastrop City Council met on Monday, October 3, 2022, at 4:30 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were: Mayor Schroeder and Mayor Pro Tem Rogers and Council Members Lee, Plunkett, Crouch and Kirkland. Officers present were: Acting City Manager, Trey Job; City Secretary, Ann Franklin; and City Attorney, Alan Bojorquez.

**CALL TO ORDER**

Mayor Schroeder called the meeting to order at 4:30 p.m. with a quorum present.

**OATH OF OFFICE**

2A. New City Manager, **Sylvia Carrillo**.

Swearing Oath of Office, The Honorable Chris Duggan, State District Judge, District 423

- Reception immediately following the meeting

**CITIZEN COMMENTS - NONE**

**Adjourned at 4:33 p.m. without objection.**

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
Mayor Connie Schroeder

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

**The Minutes were approved on October 25, 2022, by Council Member \_\_\_\_\_ motion, Council Member \_\_\_\_\_ second. The motion was approved on a \_\_\_\_\_ vote.**

**OCTOBER 11, 2022**

The Bastrop City Council met in a regular meeting on Tuesday, October 11, 2022, at 5:30 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were Mayor Schroeder and Mayor Pro Tem Rogers and Council Members Lee, Plunkett, Crouch and Kirkland. Officers present were City Manager, Sylvia Carrillo; City Secretary, Ann Franklin; and City Attorney, Alan Bojorquez.

**CALL TO ORDER**

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

**EXECUTIVE SESSION**

**The City Council met at 5:30 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 to seek the advice of legal counsel regarding solid waste franchise agreements.

**Mayor Schroeder recessed the Executive Session at 6:19 p.m.**

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

- 2A. City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 to seek the advice of legal counsel regarding solid waste franchise agreements.  
**A motion was made by Council Member Lee to direct the City Manager to survey residents regarding waste management preferences in service prior to implementing a Request for Proposal for competitive bids, seconded by Council Member Plunkett, motion was approved on a 5-0 vote.**

**CALL TO ORDER – REGULAR SESSION**

Mayor Schroeder called the Regular Council Meeting to order at 6:30 p.m.

**PLEDGE OF ALLEGIANCE**

Cannon Cole and Katherine Alexander, Mina Elementary PE Posse, led the pledges.

**INVOCATION**

Derek Brown, Next Generation Pastor, Calvary Baptist Church, gave the invocation.

**PRESENTATIONS**

- 5A. Mayor's Report  
5B. Council Members' Report  
5C. City Manager's Report

**WORK SESSIONS/BRIEFINGS - NONE**

**STAFF AND BOARD REPORTS**

- 7A. Receive Presentation on the unaudited monthly Financial Report for the period ending August 31, 2022.

Submitted by Tracy Waldron, Chief Financial Officer

**Presentation was presented by Tracy Waldron, Chief Financial Officer.**

**CITIZEN COMMENTS****SPEAKERS**

Stacy Fobert

123 Briar Forest Dr.

801-664-2744

**CONSENT AGENDA**

**A motion was made by Mayor Pro Tem Rogers to approve Items 9A, 9B, and 9C as listed on the Consent Agenda after being read into the record by City Secretary, Ann Franklin. Seconded by Council Member Crouch, motion was approved on a 5-0 vote.**

- 9A. Consider action to approve City Council minutes from the September 20, 2022, Regular meeting.  
Submitted by: Ann Franklin, City Secretary
- 9B. Consider action to approve Resolution No. R-2022-94 of the City Council of the City of Bastrop, Texas confirming appointment by the Mayor of Sylvia Carrillo to Place 1 of the Hunters Crossing Local Government Corporation, as required in Section 3.08 of the City's Charter, and establishing an effective date.  
Submitted by: Ann Franklin, City Secretary
- 9C. Consider action to approve the second reading of Ordinance No. 2022-26, of the City Council of the City of Bastrop, Texas, amending the Bastrop Code of Ordinances, Appendix A, Fee Schedule, Article A13.02 "Water and Wastewater Rates and Charges", Sections A13.02.002 Wastewater Service Charge, and A13.02.004 Water Service Charge, as attached in Exhibit A; providing for: findings of fact, enactment, repealer, severability, providing for an effective date, codification, and proper notice and meeting.  
Submitted by: Tracy Waldron, Chief Financial Officer

**ITEMS FOR INDIVIDUAL CONSIDERATION**

- 10D. Consider action to approve Resolution No. R-2022-89 of the City Council of the City of Bastrop, authorizing proceeding with issuance of certificates of obligation and further directing the publication of notice of intention to issue City of Bastrop, Texas Combination Tax and Revenue Certificates of Obligation.  
Submitted by: Tracy Waldron, Chief Financial Officer  
**Presentation was made by Tracy Waldron, Chief Financial Officer and Dan Wegmiller, Specialized Public Finance Inc.**

**A motion was made by Council Member Plunkett to approve Resolution No. R-2022-89, seconded by Council Member Lee, motion was approved on a 5-0 vote.**

- 10C. Consider action to approve Resolution No. R-2022-91 of the City Council of the City of Bastrop, Texas, approving a construction contract with Archer Western Construction, LLC to provide Construction Manager at Risk services for a not to exceed amount of Thirty-Five Million, Seven Hundred Ninety-Six Thousand, Two Hundred Seventeen Dollars (\$35,796,217); authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

Submitted by: Fabiola De Carvalho, AMP MIAM, Director of Engineering and Capital Project Management

**Presentation was made by Fabiola De Carvalho, AMP MIAM, Director of Engineering and Capital Project Management and Kendall King, Freese and Nichols.**

**A motion was made by Mayor Pro Tem Rogers to approve Resolution No. R-2022-91, seconded by Council Member Crouch, motion was approved on a 5-0 vote.**

- 10B. Hold a public hearing and consider action on Resolution No. 2022-93 on an appeal to approve a replat with variances for Piney Ridge Section 1, Block A, Replat of Lot 11, being 1.838 acres out of Piney Ridge Subdivision, located at TBD Post Oak Rim, within the City Limits of Bastrop, Texas, as shown in Exhibit A; providing for a repealing clause; and establishing an effective date.

Submitted by: Jennifer C. Bills, Director of Planning & Development

**Presentation was made by Jennifer C. Bills, Director of Planning & Development.**

**Public hearing opened.**

**Donald Barron  
185 Hofferek Rd  
Rosanky, TX 78953**

**Public hearing closed.**

**A motion was made by Council Member Crouch to approve Resolution No. 2022-93, seconded by Council Member Plunkett.**

**This item was tabled.**

- 10A. Hold a public hearing and consider action through an appeal to City Council on Resolution No. 2022-92 to grant a subdivision variance from the B<sup>3</sup> Code Technical Manual, Section 3.2.005 requiring all new lots to be a minimum of one acre in size for on-site sewer facilities and a subdivision variance from the 2018 International Fire Code, Appendix D, Section D107.1 requiring a subdivision with more than 30 units/lots to have a secondary point of egress for Piney Ridge Section 1, Block A, Replat of Lot 11, being 1.838 acres out of Piney Ridge Subdivision, located at TBD Post Oak Rim, within the City Limits of Bastrop, Texas, as shown in Exhibit A; providing for a repealing clause; and establishing an effective date.

Submitted by: Jennifer C. Bills, Director of Planning & Development

**Presentation was made by Jennifer C. Bills, Director of Planning & Development.**

**Public hearing opened.**

**Donald Barron  
185 Hofferek Rd  
Rosanky, TX 78953**

**Public hearing closed.**

**A motion was made by Council Member Crouch to approve Resolution No. R-2022-92 as a hardship variance, seconded by Council Member Plunkett, motion failed on a 3-2 vote. Four affirmative votes were required by statute because a protest was filed. Those voting aye: Council Members Crouch, Plunkett, and Kirkland. Those voting nay: Mayor Pro Tem Rogers and Council Member Lee.**

- 10B. Hold a public hearing and consider action on Resolution No. 2022-93 on an appeal to approve a replat with variances for Piney Ridge Section 1, Block A, Replat of Lot 11, being 1.838 acres out of Piney Ridge Subdivision, located at TBD Post Oak Rim, within the City Limits of Bastrop, Texas, as shown in Exhibit A; providing for a repealing clause; and establishing an effective date.

Submitted by: Jennifer C. Bills, Director of Planning & Development

**Presentation was made by Jennifer C. Bills, Director of Planning & Development.**

**Public hearing opened.**

**Donald Barron  
185 Hofferek Rd  
Rosanky, TX 78953**

**Public hearing closed.**

**A motion was made by Council Member Crouch to approve Resolution No. 2022-93, seconded by Council Member Plunkett.**

**This item was tabled.**

**No action was required on this item, variances were not approved therefore replat cannot be approved.**

**Adjourned at 8:28 p.m. without objection.**

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
Mayor Connie Schroeder

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

**The Minutes were approved on October 25, 2022, by Council Member Name’s motion, Council Member Name’s second. The motion was approved on a 5-0 vote.**





# STAFF REPORT

**MEETING DATE:** October 25, 2022

**TITLE:**

Consider action to approve Resolution No. R-2022-97 of the City Council of the City of Bastrop, Texas approving a Public Improvement Plan Agreement with Hunt Communities for The Colony MUD 1D Section 3, as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

**STAFF REPRESENTATIVE:**

Submitted by: Jennifer C. Bills, Director of Planning & Development

**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 establish the infrastructure costs, inspections fees and begin construction of public street and utility infrastructure. The agreement also establishes the process to record the final plat with a fiscal guaranty for the approved section of the subdivision prior to the completion of all public improvements. The cost estimates and scope of work included in the Agreement were approved with the Public Improvement Plans approved by the City Engineer.

**POLICY EXPLANATION:**

Texas Local Government Code 212.010 Standards for Approval of Plat requires that a new subdivision should extend roads and utilities in conformance to the city requirements and bonds be submitted in accordance with the municipal policy for the approval of subdivision plats.

Section 1.4.003 Public improvement Plan Agreement (PIPA) establishes the requirements for approval of the PIPA.

**FUNDING SOURCE:**

N/A

**RECOMMENDATION:**

The Director of Planning recommends City Council consider action to approve Resolution No. R-2022-97 of the City Council of the City of Bastrop, Texas approving a Public Improvement Plan Agreement with Hunt Communities for The Colony MUD 1D Section 3, 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:**

- Resolution No. R-2022-97
- Exhibit A – The Colony MUD 1D Section 3 Public Improvement Plan Agreement

**RESOLUTION NO. R-2021-97**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING A PUBLIC IMPROVEMENT PLAN AGREEMENT WITH HUNT COMMUNITIES BASTROP, LLC FOR THE COLONY MUD 1D, SECTION 3, 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 adopted the Bastrop Building Block (B<sup>3</sup>) Code and related codes that provide a process for the standards and construction of public improvements that support the development created during the subdivision process; and

**WHEREAS**, the Development Manual includes the requirement for a developer to provide a Public Improvement Plan Agreement to ensure the installation of the public improvements; and

**WHEREAS**, the “Developer” known as Hunt Communities Bastrop, LLC has an approved Preliminary Plat and Public Improvement Plan for the construction of a single-family subdivision; and

**WHEREAS**, The City Council also understands the importance of the required public improvements and the value they bring in regard to the public safety of neighborhoods.

**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 October, 2022.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**CITY OF BASTROP, TEXAS**  
**Public Improvement Plan Agreement**

***The Colony MUD 1D, Section 3***

The State of Texas

County of Bastrop

WHEREAS, HUNT COMMUNITIES, 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 THE COLONY MUD 1D, SECTION 3, a development in the City of Bastrop ETJ, Texas: being 5 BLOCKS AND 112 LOTS; 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 Rick Neff, 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 (MUD Facility – Provided to MUD), streets (Bastrop County - Included), drainage (MUD Facility – Provided to MUD), street lights and street signs (Bastrop County - Included), and park/trail improvements (MUD Facility – Provided to MUD); 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 THE COLONY MUD 1D, SECTION 3 approved by the City on October 7, 2022.

**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 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 and a copy of the approved plan set provided to the City Construction Manager. The Public Improvement Inspection fees will be two percent (2%) of the total infrastructure costs (water, wastewater, streets, sidewalks, and drainage), per the First Amendment to the Consent Agreement of the Colony Municipal Utility District No. 1 and successor districts.
  
- 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 and County, subject to City approval, for ten percent (10%) 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 and MUD Engineer; or
  2. Provide fiscal guarantee for 125% of the outstanding Infrastructure (Development) Improvement Costs, with Engineer’s Estimate of Probable Costs. This guarantee will not be release 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 requirements of the consent agreement relating to tree preservation.

2.00 Infrastructure (Development) Improvement Costs

All infrastructure (development) 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 Sanitary Sewer Improvements (MUD Facility - Provided to MUD)

The distribution of costs between the City and MUD for all sanitary sewer are as follows:

	<b>Full Project Cost</b>	<b>Assurance Amount</b>	<b>City Participation</b>
Water Facilities	\$482,429.00	\$603,036.25	\$0.00
Sanitary Sewer Facilities	\$332,972.00	\$416,215.00	\$0.00
<b>Total Construction Cost</b>	<b>\$815,401.00</b>	<b>\$1,019,251.25</b>	<b>\$0.00</b>

2.20 Drainage Improvements (MUD Facility - Provided to MUD)

The distribution of costs between the City and MUD for drainage improvements are as follows:

	<b>Full Project Cost</b>	<b>Assurance Amount</b>	<b>City Participation</b>
Storm Drainage Facilities	\$279,401.00	\$349,251.25	\$0.00

2.30 Street Improvements (Bastrop County - Included)

The distribution of costs between the City and the Developer for all street improvements are as follows:

	<b>Full Project Cost</b>	<b>Assurance Amount</b>	<b>City Participation</b>
Streets & Sidewalks	\$854,169.00	\$1,067,711.25	\$0.00
Erosion Control Items	\$22,244.00	\$27,805.00	\$0.00
<b>Total Construction Cost</b>	<b>\$876,413.00</b>	<b>\$1,095,516.25</b>	<b>\$0.00</b>

2.40 Summary of Infrastructure (Development) Assurance Amounts

	<b>Final Assurance Amount</b>
Utility Facilities	\$1,019,251.25
Storm Drainage Facilities	\$349,251.25
Streets, Sidewalks & Erosion Control Improvements	\$1,095,516.25
<b>Total Development Assurance Amounts</b>	<b>\$2,464,018.75</b>

**INSPECTION FEES TO HOLD IN ESCROW TO BE PAID PRIOR TO PRE-CONSTRUCTION MEETING:**

**Percentage Final of Construction Improvement**

		<b>Construction Cost Amount</b>	<b>Inspection Fee</b>
Streets, Sidewalks & Erosion Control Improvements	2.0%	\$876,413.00	\$17,528.26
Water	2.0%	\$482,429.00	\$9,648.58



**Public Improvement Plan Agreement – Colony MUD 1D Section 3**

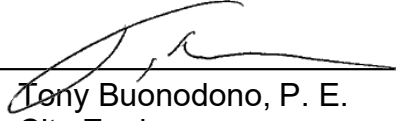
Item 11B.

Wastewater	2.0%	\$332,972.00	\$6,659.44
Drainage	2.0%	\$279,401.00	\$5,588.02

**Payment to the City** **\$39,424.30**

The final construction amount is **\$1,971,215.00**, and the Public Improvement Inspection fee amount is **\$39,424.30** (the “Final Fiscal Guaranty Amount”).

RECOMMENDED:

	10/17/2022
Tony Buonodono, P. E. City Engineer	Date

**3.00 Miscellaneous Improvements**

3.10 Drainage Operation and Maintenance Plan (MUD Facility)

N/A

3.10 Sidewalks (Bastrop County - Included)

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 THE COLONY MUD 1D, SECTION 3 as shown on the approved Public Improvement Plans. All sidewalks shall be in compliance with the County’s Master Transportation Plan, and conform to the City of Bastrop Standard Construction Details.

3.20 Screening Wall, Landscaping, and Irrigation (MUD Facility)

N/A

3.30 Street Lights (MUD/HOA Facility)

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 standard or non-standard street light poles.

3.40 Street Name and Regulatory Signs (Bastrop County)

Street name and regulatory signs shall be installed by the Developer at the Developer's expense at locations specified by the City's Director of Public Works per the signage regulations ***in compliance with the Consent Agreement*** and the Bastrop County Sign Standards and Details. The signs shall conform to The State of Texas Manual on Uniform Traffic Control Devices and County requirements, including but not limited to, exact placement, sign height and block numbers. The City and County shall not be responsible or obligated to maintain and/or replace any non-

**Public Improvement Plan Agreement – Colony MUD 1D Section 3**

standard sign poles, street name signs, or regulatory signs. Installation shall be completed prior to the acceptance of the subdivision.

RECOMMENDED:

	<u>10/17/22</u>
Curtis Hancock	Date
Public Works Director	

3.50 Land Dedication

N/A

3.60 Impact Fees (MUD Facility)

N/A

**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 **THE COLONY MUD 1D, SECTION 3**, the public streets and sidewalks shall become the property of the County.

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.

4.70 Conflicts

In the event of a conflict between this agreement and that certain Consent/Development Agreement between the **City of Bastrop** and **Hunt Communities Bastrop, LLC**, effective **March 4th, 2020** (the "Consent/Development Agreement"), the Consent/Development Agreement shall control. Nothing in this

**Public Improvement Plan Agreement – Colony MUD 1D Section 3**

agreement shall be construed as amending the Consent/Development Agreement.

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 \_\_\_\_\_, 2022.

**THE COLONY MUD 1D, SECTION 3**

**City of Bastrop, Texas**

  
\_\_\_\_\_  
Rick Neff  
Hunt Communities Bastrop, LLC.

\_\_\_\_\_  
Sylvia Carrillo  
City Manager

ATTEST:

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

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Date

Distribution of Originals:

Developer  
City Secretary  
Planning and Development Department



**CARLSON, BRIGANCE DOERING, INC.**  
**PRELIM ENGINEER'S COST ESTIMATE**  
**The Colony MUD 1D - Section 3**  
**CBD #5393**

Item 11B.

**EXCAVATION, STREETS, DRAINAGE, WATER, WASTEWATER and EROSION CONTROL**  
**July 2022**

### The Colony MUD 1D - Section 3

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	COST	AMOUNT
<b>I. STREET ITEMS</b>					
1	Street Excavation/Embankment R.O.W. to R.O.W., complete and in place per square yard	26,251	SY	\$3.00	\$78,753.00
2	8" Cement Stabilized Subgrade, 3' to 3' Back of Curb, complete and in place per square yard	18,707	SY	\$9.00	\$168,363.00
3	8" Base, 3' to 3' Back of Curb (Local Streets), complete and in place per square yard	18,707	SY	\$12.50	\$233,837.50
4	2" HMAC, Lip to Lip, complete and in place per square yard	14,511	SY	\$10.50	\$152,365.50
5	6" Stand Up Curb and Gutter, complete and in place per linear foot	8,400	LF	\$18.00	\$151,200.00
6	Common Area 4' Sidewalks, complete and in place per linear foot	260	LF	\$37.50	\$9,750.00
7	ADA Ramps, complete and in place per each	12	EA	\$1,550.00	\$18,600.00
8	Street Light, complete and in place per each	8	EA	\$4,750.00	\$38,000.00
9	Stop/Street Sign complete and in place per each	6	EA	\$300.00	\$1,800.00
10	Stop Bar, complete and in place per each	6	EA	\$250.00	\$1,500.00
<b>SUBTOTAL STREETS ITEMS</b>					<b>\$854,169.00</b>

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	COST	AMOUNT
<b>II. DRAINAGE ITEMS</b>					
1	18" R.C.P., complete and in place per linear foot	1,755	LF	\$41.00	\$71,955.00
2	24" R.C.P., complete and in place per linear foot	497	LF	\$55.00	\$27,335.00
3	30" R.C.P., complete and in place per linear foot	506	LF	\$74.00	\$37,444.00
4	36" R.C.P., complete and in place per linear foot	37	LF	\$85.00	\$3,145.00
5	48" R.C.P. complete and in place per linear foot	57	LF	\$110.00	\$6,270.00
6	10' inlets w/ curb transition, complete and in place per each	21	EA	\$4,200.00	\$88,200.00
7	5' Diameter Storm Sewer Manhole complete and in place per each	4	EA	\$4,500.00	\$18,000.00
8	5'x5' Junction Box complete and in place per linear foot	2	LF	\$5,000.00	\$10,000.00
9	36" Concrete Headwall complete and in place per each	1	EA	\$6,400.00	\$6,400.00
10	48" Concrete Headwall complete and in place per each	1	EA	\$7,800.00	\$7,800.00
11	Trench Safety, complete and in place per linear foot	2,852	LF	\$1.00	\$2,852.00
<b>SUBTOTAL DRAINAGE ITEMS:</b>					<b>\$279,401.00</b>

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	COST	AMOUNT
<b>III. WATER ITEMS</b>					
1	8" C-900 DR-14, complete and in place per linear foot	3,296	LF	\$38.00	\$125,248.00
2	24" C-900 DR-14, complete and in place per linear foot	1,005	LF	\$196.00	\$196,980.00
3	5 1/4" Fire Hydrant Assembly, complete and in place per each	10	EA	\$4,300.00	\$43,000.00
4	6" Gate Valve, complete and in place per each	10	EA	\$1,000.00	\$10,000.00
5	8" Gate Valve, complete and in place per each	12	EA	\$1,400.00	\$16,800.00
6	Single Water Service Assembly, complete and in place per each	5	EA	\$1,100.00	\$5,500.00
7	Double Water Service Assembly, complete and in place per each	52	EA	\$1,550.00	\$80,600.00
8	Trench Safety, complete and in place per linear foot	4,301	LF	\$1.00	\$4,301.00

CARLSON, BRIGANCE DOERING, INC.

PRELIM ENGINEER'S COST ESTIMATE

The Colony MUD 1D - Section 3

CBD #5393

EXCAVATION, STREETS, DRAINAGE, WATER, WASTEWATER and EROSION CONTROL

July 2022

Item 11B.

**SUBTOTAL WATER ITEMS: \$482,429.00**

	IV. WASTEWATER ITEMS	QUANTITY	UNIT	COST	AMOUNT
1	8" PVC SDR-26 - All Depths, complete and in place per linear foot	3,958	LF	\$33.00	\$130,614.00
2	4' Wastewater Manhole, complete and in place per each	18	EA	\$4,750.00	\$85,500.00
3	5' Wastewater Manhole, complete and in place per each	1	EA	\$5,400.00	\$5,400.00
4	Single Wastewater Service (6") Assembly, complete and in place per each	11	EA	\$1,250.00	\$13,750.00
5	Double Wastewater Service (6") Assembly, complete and in place per each	50	EA	\$1,875.00	\$93,750.00
6	Trench Safety, complete and in place per linear foot	3,958	LF	\$1.00	\$3,958.00
<b>SUBTOTAL WASTEWATER ITEMS:</b>					<b>\$332,972.00</b>

	V. EROSION CONTROL ITEMS	QUANTITY	UNIT	COST	AMOUNT
1	Revegetation of R.O.W. & Disturbed Areas, complete and in place per square yard	15,591	SY	\$1.00	\$15,591.00
2	Inlet Protection, complete and in place per each	21	EA	\$150.00	\$3,150.00
3	Stabilized Construction Entrance, complete and in place per each	1	EA	\$2,500.00	\$2,500.00
4	Concrete Wash-Out, complete and in place per each	1	EA	\$1,000.00	\$1,000.00
5	Install and Maintain Silt Fence, complete and in place per linear foot	1	LF	\$3.00	\$3.00
<b>SUBTOTAL EROSION CONTROL ITEMS:</b>					<b>\$22,244.00</b>

**TOTAL COST ESTIMATE \$1,971,215.00**



CARLSON, BRIGANCE, & DOERING, INC.  
ID # F3791

*M. Harmouche*

07-05-2022



## SUBDIVISION ACCEPTANCE CHECKLIST

Prior to final acceptance of public improvements, the Developer must complete and submit the following information to the City through MyGov (*all documents should be submitted as one package*).

**DOCUMENTS TO BE SUBMITTED PRIOR TO SCHEDULING THE SUBSTANTIAL WALKTHROUGH:** (*all documents should be submitted as one package and at least, 10 (ten) calendar days from scheduling the Substantial Walkthrough*)

Item	Format	Notes:
<b>Accessibility</b>	Electronic - pdf	For single-family residential subdivisions that are NOT registered with TDLR, provide documentation from a Registered Accessibility Specialist (RAS) that the accessible routes (including, but not limited to: sidewalks, crosswalks, curb ramps, driveways, and push buttons) within the public right-of-way comply with the Texas Accessibility Standards.
<b>Copies of All Inspection Reports / Shop Drawings / Certified Test Reports</b>	Electronic - pdf	Test/Inspection Reports pertaining to Water, Sewer, Pumps, Drainage, Utility Trench Backfill, Soil and Materials Density and Proctor testing (including subgrade, fill, and flexible base), Concrete test reports, Asphalt test reports, Product and Materials Submittals, CCTV (by a certified NASSCO inspector for sewer and drainage lines) and others if applicable. <b>Note: Inspection reports and submittals should be routinely forwarded to the City Engineering and Capital Project Management Inspector assigned to the job.</b> This final submission of all combined reports is just part of the close-out process.
<b>Operations and Maintenance Manuals</b>	Electronic and Hard Copy	To include any pertinent Operations and Maintenance Manuals according to City Standards Startup(s) as required by product and/or equipment manufacturer or by specifications or standards shall be performed prior to substantial completion
<b>Streetlight Wiring Schematic</b>	Electronic – pdf and .dwg	Includes, but is not limited to: --Location of underground wiring/conduit --Connection to power source --Location of any meter(s) --Size of all lines and length of each run

**DOCUMENTS TO BE SUBMITTED PRIOR TO SCHEDULING THE FINAL WALKTHROUGH:**

*(all documents should be submitted as one package and at least, 10 (ten) calendar days from scheduling the Final Walkthrough)*

<b>Item</b>	<b>Format</b>	<b>Notes:</b>
<b>Copy of "Record Drawings"</b>	Electronic (.pdf AND .dwg)	Electronic copy shall be in PDF and AutoCAD (.dwg) format. Contact the City Engineering and Capital Project Management Department to verify AutoCAD version. This set of Drawings must explicitly state that it is a "RECORD DRAWINGS" set. Record Drawings (.dwg set) shall include all lot lines on Final Plat: --Texas State Plane Central (Zone 3) Grid Coordinates (FIPS 4203) --NAD 83 Horizontal Datum / US Survey Feet --Include Grid to Surface and/or Surface to Grid Scale Factor in the drawing
<b>Copy of GIS Files</b>	Electronic	Please contact the City Engineering and Capital Project Management Department to obtain GIS Schema and GIS version. This copy shall be provided IN ADDITION TO .pdf and .dwg files as outlined elsewhere.
<b>Engineer's Concurrence Letter</b>	Electronic	This Letter is to be stamped by a licensed P.E. in the State of Texas, usually the Design Engineer. If Subdivision is a M.U.D., the Concurrence Letter should be provided by the Design Engineer.
<b>Bastrop County Acceptance</b>	Electronic	This acceptance should be provided for Subdivisions which are located in the Extraterritorial Jurisdiction (ETJ).
<b>Operations and Maintenance Manuals</b>	Electronic and Hard Copy	To include any pertinent Operations and Maintenance Manuals according to City Standards Any training specified by product data and/or manuals shall be provided prior to substantial completion. Coordinate with the City of Bastrop Engineering and Public Works departments to schedule training.
<b>Maintenance Bond</b>	Electronic and Hard Copy	2-year, 25% of contract amount Must use City standard format. Contact the Planning and Development Department
<b>Engineer's Certification of Final Contract Amount or Pay Requests</b>	Electronic and Hard Copy	Signed and Sealed Sets the value for maintenance bond, including dry utilities Should be broken into 4 categories: -- STREETS (Roadway embankment and E/S controls will be included here) -- DRAINAGE (Grading necessary for drainage functions should be included here) -- WASTEWATER -- WATER -- STREET LIGHTS
<b>Affidavit of "All Bills Paid" and Waiver of Liens</b>	Electronic and Hard Copy	From Construction Contractor or Developer
<b>Streetlight Wiring Schematic</b>	Electronic (.pdf and .dwg)	Includes, but is not limited to: --Location of underground wiring/conduit --Connection to power source --Location of any meter(s) --Size of all lines and length of each run
<b>Settle-up on Inspection Fees</b>	N/A	3.5% of public improvements cost. Note: the inspection fees are paid before the pre-construction meeting between City and Contractor and Engineer.
<b>Asset Form</b>	Electronic	Contact the City of Bastrop's City Engineering and Capital Project Management Department for most current Asset form

<b>Any and All Other Requirements in Final Plat process have been Satisfied</b>	N/A	As required by the Public Improvement Plan Agreement or other special agreements.
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# STAFF REPORT

**MEETING DATE:** October 25, 2022

**TITLE:**

Consider action to approve Resolution No. R-2022-96 of the City Council of the City of Bastrop, Texas approving a Public Improvement Plan Agreement with Hunt Communities for The Colony MUD 1D Section 2, as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

**STAFF REPRESENTATIVE:**

Submitted by: Jennifer C. Bills, Director of Planning & Development

**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 establish the infrastructure costs, inspections fees and begin construction of public street and utility infrastructure. The agreement also establishes the process to record the final plat with a fiscal guaranty for the approved section of the subdivision prior to the completion of all public improvements. The cost estimates and scope of work included in the Agreement were approved with the Public Improvement Plans approved by the City Engineer.

**POLICY EXPLANATION:**

Texas Local Government Code 212.010 Standards for Approval of Plat requires that a new subdivision should extend roads and utilities in conformance to the city requirements and bonds be submitted in accordance with the municipal policy for the approval of subdivision plats.

Section 1.4.003 Public improvement Plan Agreement (PIPA) establishes the requirements for approval of the PIPA.

**FUNDING SOURCE:**

N/A

**RECOMMENDATION:**

The Director of Planning recommends City Council consider action to approve Resolution No. R-2022-96 of the City Council of the City of Bastrop, Texas approving a Public Improvement Plan Agreement with Hunt Communities for The Colony MUD 1D Section 2, 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:**

- Resolution No. R-2022-96
- Exhibit A – The Colony MUD 1D Section 2 Public Improvement Plan Agreement

**RESOLUTION NO. R-2022-96**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING A PUBLIC IMPROVEMENT PLAN AGREEMENT WITH HUNT COMMUNITIES BASTROP, LLC FOR THE COLONY MUD 1D, SECTION 2, 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 adopted the Bastrop Building Block (B<sup>3</sup>) Code and related codes that provide a process for the standards and construction of public improvements that support the development created during the subdivision process; and

**WHEREAS**, the Development Manual includes the requirement for a developer to provide a Public Improvement Plan Agreement to ensure the installation of the public improvements; and

**WHEREAS**, the “Developer” known as Hunt Communities Bastrop, LLC has an approved Preliminary Plat and Public Improvement Plan for the construction of a single-family subdivision; and

**WHEREAS**, The City Council also understands the importance of the required public improvements and the value they bring in regard to the public safety of neighborhoods.

**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 October, 2022.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



**CITY OF BASTROP, TEXAS**  
**Public Improvement Plan Agreement**  
*The Colony MUD 1D, Section 2*

The State of Texas  
County of Bastrop

WHEREAS, HUNT COMMUNITIES, 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 THE COLONY MUD 1D, SECTION 2, a development in the City of Bastrop ETJ, Texas: being 6 BLOCKS AND 121 LOTS; 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 Rick Neff, 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 (MUD Facility – Provided to MUD), streets (Bastrop County - Included), drainage (MUD Facility – Provided to MUD), street lights and street signs (Bastrop County - Included), and park/trail improvements (MUD Facility – Provided to MUD); 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 THE COLONY MUD 1D, SECTION 2 approved by the City on October 7, 2022.

**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 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 and a copy of the approved plan set provided to the City Construction Manager. The Public Improvement Inspection fees will be two percent (2%) of the total infrastructure costs (water, wastewater, streets, sidewalks, and drainage), per the First Amendment to the Consent Agreement of the Colony Municipal Utility District No. 1 and successor districts.
  
- 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 and County, subject to City approval, for ten percent (10%) 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 and MUD Engineer; or
  2. Provide fiscal guarantee for 125% of the outstanding Infrastructure (Development) Improvement Costs, with Engineer's Estimate of Probable Costs (Attachment 1). This guarantee will not be release 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 requirements of the consent agreement relating to tree preservation.

2.00 Infrastructure (Development) Improvement Costs

All infrastructure (development) 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 Sanitary Sewer Improvements (MUD Facility - Provided to MUD)

The distribution of costs between the City and MUD for all sanitary sewer are as follows:

	<b>Full Project Cost</b>	<b>Assurance Amount</b>	<b>City Participation</b>
Water Facilities	\$678,366.00	\$847,957.50	\$0.00
Sanitary Sewer Facilities	\$391,680.00	\$489,600.00	\$0.00
<b>Total Construction Cost</b>	<b>\$1,070,046.00</b>	<b>\$1,337,557.50</b>	<b>\$0.00</b>

2.20 Drainage Improvements (MUD Facility - Provided to MUD)

The distribution of costs between the City and MUD for drainage improvements are as follows:

	<b>Full Project Cost</b>	<b>Assurance Amount</b>	<b>City Participation</b>
Storm Drainage Facilities	\$520,300.00	\$650,375.00	\$0.00

2.30 Street Improvements (Bastrop County - Included)

The distribution of costs between the City and the Developer for all street improvements are as follows:

	<b>Full Project Cost</b>	<b>Assurance Amount</b>	<b>City Participation</b>
Streets & Sidewalks	\$1,329,962.50	\$1,662,453.13	\$0.00
Erosion Control Items	\$49,704.50	\$62,130.63	\$0.00
<b>Total Construction Cost</b>	<b>\$1,379,667.00</b>	<b>\$1,724,583.75</b>	<b>\$0.00</b>

2.40 Summary of Infrastructure (Development) Assurance Amounts

	<b>Final Assurance Amount</b>
Utility Facilities	\$1,337,557.50
Storm Drainage Facilities	\$650,375.00
Streets, Sidewalks & Erosion Control Improvements	\$1,724,583.75
<b>Total Development Assurance Amounts</b>	<b>\$3,712,516.25</b>

**INSPECTION FEES TO HOLD IN ESCROW TO BE PAID PRIOR TO PRE-CONSTRUCTION MEETING:**

**Percentage Final of Construction Improvement**

		<b>Construction Cost Amount</b>	<b>Inspection Fee</b>
Streets, Sidewalks & Erosion Control Improvements	2.0%	\$1,379,667.00	\$27,593.34
Water	2.0%	\$678,366.00	\$13,567.32

**Public Improvement Plan Agreement – Colony MUD 1D Section 2**

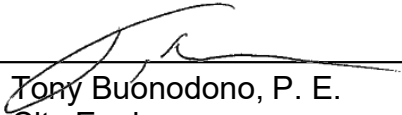
Item 11C.

Wastewater	2.0%	\$391,680.00	\$7,833.60
Drainage	2.0%	\$520,300.00	\$10,406.00

**Payment to the City** **\$59,400.026**

The final construction amount is **\$2,970,013.00**, and the Public Improvement Inspection fee amount is **\$59,400.26** (the “Final Fiscal Guaranty Amount”).

RECOMMENDED:

	10/17/2022
Tony Buonodono, P. E. City Engineer	Date

**3.00 Miscellaneous Improvements**

3.10 Drainage Operation and Maintenance Plan (MUD Facility)

N/A

3.10 Sidewalks (Bastrop County - Included)

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 THE COLONY MUD 1D, SECTION 2 as shown on the approved Public Improvement Plans. All sidewalks shall be in compliance with the County’s Master Transportation Plan, and conform to the City of Bastrop Standard Construction Details.

3.20 Screening Wall, Landscaping, and Irrigation (MUD Facility)

N/A

3.30 Street Lights (MUD/HOA Facility)

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 standard or non-standard street light poles.

3.40 Street Name and Regulatory Signs (Bastrop County)

Street name and regulatory signs shall be installed by the Developer at the Developer's expense at locations specified by the City's Director of Public Works per the signage regulations ***in compliance with the Consent Agreement*** and the Bastrop County Sign Standards and Details. The signs shall conform to The State of Texas Manual on Uniform Traffic Control Devices and County requirements, including but not limited to, exact placement, sign height and block numbers. The City and County shall not be responsible or obligated to maintain and/or replace any non-

**Public Improvement Plan Agreement – Colony MUD 1D Section 2**

standard sign poles, street name signs, or regulatory signs. Installation shall be completed prior to the acceptance of the subdivision.

RECOMMENDED:

	<u>10/17/22</u>
Curtis Hancock	Date
Public Works Director	

3.50 Land Dedication

N/A

3.60 Impact Fees (MUD Facility)

N/A

**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 **THE COLONY MUD 1D, SECTION 2**, the public streets and sidewalks shall become the property of the County.

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.

4.70 Conflicts

In the event of a conflict between this agreement and that certain Consent/Development Agreement between the **City of Bastrop** and **Hunt Communities Bastrop, LLC**, effective **March 4th, 2020** (the "Consent/Development Agreement"), the Consent/Development Agreement shall control. Nothing in this

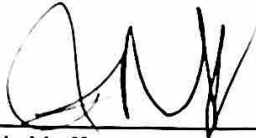
**Public Improvement Plan Agreement – Colony MUD 1D Section 2**

agreement shall be construed as amending the Consent/Development Agreement.

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 \_\_\_\_\_, 2022.

**THE COLONY MUD 1D, SECTION 2**

**City of Bastrop, Texas**



\_\_\_\_\_  
Rick Neff  
Hunt Communities Bastrop, LLC.

\_\_\_\_\_  
Sylvia Carrillo  
City Manager

ATTEST:

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

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Date

Distribution of Originals:

Developer  
City Secretary  
Planning and Development Department

## CARLSON, BRIGANCE DOERING, INC.

## ENGINEER'S COST ESTIMATE

## Colony M.U.D. 1D Section 2

## CBD #5389

## EXCAVATION, STREETS, DRAINAGE, WATER, WASTEWATER and EROSION CONTROL

June 2022

Item 11C.

## Colony MUD 1D Section 2

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	COST	AMOUNT
<b>I. STREET ITEMS</b>					
1	Street Excavation/Embankment R.O.W. to R.O.W., complete and in place per square yard	32,885	SY	\$7.00	\$230,195.00
2	Subgrade Preparation, 3' to 3' Back of Curb, complete and in place per square yard	21,603	SY	\$7.00	\$151,221.00
3	8" Lime Stabilized Subgrade, 3' to 3' Back of Curb, complete and in place per square yard	21,603	SY	\$7.50	\$162,022.50
4	8" Base, 3' to 3' Back of Curb, complete and in place per square yard	21,603	SY	\$11.00	\$237,633.00
5	2" HMAc, Lip to Lip, complete and in place per square yard	18,473	SY	\$12.00	\$221,676.00
6	6" Stand Up Curb and Gutter, complete and in place per linear foot	11,115	LF	\$16.00	\$177,840.00
7	Common Area 4' Sidewalks, complete and in place per linear foot	1,971	LF	\$25.00	\$49,275.00
8	ADA Ramps, complete and in place per each	20	EA	\$1,300.00	\$26,000.00
9	Concrete Valley Gutter, complete and in place per each	6	EA	\$3,500.00	\$21,000.00
10	Street Light, complete and in place per each	9	EA	\$5,900.00	\$53,100.00
<b>SUBTOTAL STREETS ITEMS</b>					<b>\$1,329,962.50</b>

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	COST	AMOUNT
<b>II. DRAINAGE ITEMS</b>					
1	18" R.C.P., complete and in place per linear foot	1,929	LF	\$55.00	\$106,095.00
2	24" R.C.P., complete and in place per linear foot	1,600	LF	\$70.00	\$112,000.00
3	30" R.C.P., complete and in place per linear foot	420	LF	\$95.00	\$39,900.00
4	36" R.C.P., complete and in place per linear foot	836	LF	\$120.00	\$100,320.00
5	5' X 5' Junction Box complete and in place per linear foot	4	EA	\$5,800.00	\$23,200.00
6	5' Manhole complete and in place per linear foot	1	EA	\$5,200.00	\$5,200.00
7	10' inlets w/ curb transition, complete and in place per each	27	EA	\$4,400.00	\$118,800.00
8	15' inlets w/ curb transition, complete and in place per each	2	EA	\$5,000.00	\$10,000.00
9	Trench Safety, complete and in place per linear foot	4,785	LF	\$1.00	\$4,785.00
<b>SUBTOTAL DRAINAGE ITEMS:</b>					<b>\$520,300.00</b>

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	COST	AMOUNT
<b>III. WATER ITEMS</b>					
1	8" C-900 DR-14, complete and in place per linear foot	4,948	LF	\$40.00	\$197,920.00
2	24" C-900 DR-14, complete and in place per linear foot	818	LF	\$285.00	\$233,130.00
3	5 1/4" Fire Hydrant Assembly, complete and in place per each	14	EA	\$3,500.00	\$49,000.00
4	6" Gate Valve, complete and in place per each	14	EA	\$2,200.00	\$30,800.00
5	8" Gate Valve, complete and in place per each	14	EA	\$2,800.00	\$39,200.00
5	24" Gate Valve, complete and in place per each	2	EA	\$12,500.00	\$25,000.00

CARLSON, BRIGANCE DOERING, INC.

ENGINEER'S COST ESTIMATE

Colony M.U.D. 1D Section 2

CBD #5389

EXCAVATION, STREETS, DRAINAGE, WATER, WASTEWATER and EROSION CONTROL

June 2022

Item 11C.

6	Single Water Service Assembly, complete and in place per each	8	EA	\$1,150.00	\$9,200.00
7	Double Water Service Assembly, complete and in place per each	57	EA	\$1,550.00	\$88,350.00
8	Trench Safety, complete and in place per linear foot	5,766	LF	\$1.00	\$5,766.00
<b>SUBTOTAL WATER ITEMS:</b>					<b>\$678,366.00</b>
<b>IV. WASTEWATER ITEMS</b>		<b>QUANTITY</b>	<b>UNIT</b>	<b>COST</b>	<b>AMOUNT</b>
1	8" Tie In to Existing, complete and in place per each	2	EA	\$2,200.00	\$4,400.00
2	8" PVC SDR-26 - All Depths, complete and in place per linear foot	5,430	LF	\$30.00	\$162,900.00
3	4' Wastewater Manhole, complete and in place per each	20	EA	\$5,000.00	\$100,000.00
4	5' Wastewater Manhole, complete and in place per each	3	EA	\$5,850.00	\$17,550.00
5	Single Wastewater Service (6") Assembly, complete and in place per each	18	EA	\$1,100.00	\$19,800.00
6	Double Wastewater Service (6") Assembly, complete and in place per each	51	EA	\$1,600.00	\$81,600.00
7	Trench Safety, complete and in place per linear foot	5,430	LF	\$1.00	\$5,430.00
<b>SUBTOTAL WASTEWATER ITEMS:</b>					<b>\$391,680.00</b>
<b>V. EROSION CONTROL ITEMS</b>		<b>QUANTITY</b>	<b>UNIT</b>	<b>COST</b>	<b>AMOUNT</b>
1	Revegetation of R.O.W., Easements and All Disturbed Areas - Seed & Topsoil, complete and in place per square yard	14,008	SY	\$2.50	\$35,020.00
3	Inlet Protection, complete and in place per each	29	EA	\$150.00	\$4,350.00
4	Install and Maintain Silt Fence, complete and in place per linear foot	3,758	LF	\$2.75	\$10,334.50
<b>SUBTOTAL EROSION CONTROL ITEMS:</b>					<b>\$49,704.50</b>

**TOTAL COST ESTIMATE**

**\$2,970,013.00**



CARLSON, BRIGANCE, & DOERING, INC.  
ID # F3791

*M. Harmouche*

**07-05-2022**



## SUBDIVISION ACCEPTANCE CHECKLIST

Prior to final acceptance of public improvements, the Developer must complete and submit the following information to the City through MyGov (*all documents should be submitted as one package*).

**DOCUMENTS TO BE SUBMITTED PRIOR TO SCHEDULING THE SUBSTANTIAL WALKTHROUGH:** (*all documents should be submitted as one package and at least, 10 (ten) calendar days from scheduling the Substantial Walkthrough*)

Item	Format	Notes:
<b>Accessibility</b>	Electronic - pdf	For single-family residential subdivisions that are NOT registered with TDLR, provide documentation from a Registered Accessibility Specialist (RAS) that the accessible routes (including, but not limited to: sidewalks, crosswalks, curb ramps, driveways, and push buttons) within the public right-of-way comply with the Texas Accessibility Standards.
<b>Copies of All Inspection Reports / Shop Drawings / Certified Test Reports</b>	Electronic - pdf	Test/Inspection Reports pertaining to Water, Sewer, Pumps, Drainage, Utility Trench Backfill, Soil and Materials Density and Proctor testing (including subgrade, fill, and flexible base), Concrete test reports, Asphalt test reports, Product and Materials Submittals, CCTV (by a certified NASSCO inspector for sewer and drainage lines) and others if applicable. <b>Note: Inspection reports and submittals should be routinely forwarded to the City Engineering and Capital Project Management Inspector assigned to the job.</b> This final submission of all combined reports is just part of the close-out process.
<b>Operations and Maintenance Manuals</b>	Electronic and Hard Copy	To include any pertinent Operations and Maintenance Manuals according to City Standards Startup(s) as required by product and/or equipment manufacturer or by specifications or standards shall be performed prior to substantial completion
<b>Streetlight Wiring Schematic</b>	Electronic – pdf and .dwg	Includes, but is not limited to: --Location of underground wiring/conduit --Connection to power source --Location of any meter(s) --Size of all lines and length of each run



**DOCUMENTS TO BE SUBMITTED PRIOR TO SCHEDULING THE FINAL WALKTHROUGH:**

*(all documents should be submitted as one package and at least, 10 (ten) calendar days from scheduling the Final Walkthrough)*

<b>Item</b>	<b>Format</b>	<b>Notes:</b>
<b>Copy of "Record Drawings"</b>	Electronic (.pdf AND .dwg)	Electronic copy shall be in PDF and AutoCAD (.dwg) format. Contact the City Engineering and Capital Project Management Department to verify AutoCAD version. This set of Drawings must explicitly state that it is a "RECORD DRAWINGS" set. Record Drawings (.dwg set) shall include all lot lines on Final Plat: --Texas State Plane Central (Zone 3) Grid Coordinates (FIPS 4203) --NAD 83 Horizontal Datum / US Survey Feet --Include Grid to Surface and/or Surface to Grid Scale Factor in the drawing
<b>Copy of GIS Files</b>	Electronic	Please contact the City Engineering and Capital Project Management Department to obtain GIS Schema and GIS version. This copy shall be provided IN ADDITION TO .pdf and .dwg files as outlined elsewhere.
<b>Engineer's Concurrence Letter</b>	Electronic	This Letter is to be stamped by a licensed P.E. in the State of Texas, usually the Design Engineer. If Subdivision is a M.U.D., the Concurrence Letter should be provided by the Design Engineer.
<b>Bastrop County Acceptance</b>	Electronic	This acceptance should be provided for Subdivisions which are located in the Extraterritorial Jurisdiction (ETJ).
<b>Operations and Maintenance Manuals</b>	Electronic and Hard Copy	To include any pertinent Operations and Maintenance Manuals according to City Standards Any training specified by product data and/or manuals shall be provided prior to substantial completion. Coordinate with the City of Bastrop Engineering and Public Works departments to schedule training.
<b>Maintenance Bond</b>	Electronic and Hard Copy	2-year, 25% of contract amount Must use City standard format. Contact the Planning and Development Department
<b>Engineer's Certification of Final Contract Amount or Pay Requests</b>	Electronic and Hard Copy	Signed and Sealed Sets the value for maintenance bond, including dry utilities Should be broken into 4 categories: -- STREETS (Roadway embankment and E/S controls will be included here) -- DRAINAGE (Grading necessary for drainage functions should be included here) -- WASTEWATER -- WATER -- STREET LIGHTS
<b>Affidavit of "All Bills Paid" and Waiver of Liens</b>	Electronic and Hard Copy	From Construction Contractor or Developer
<b>Streetlight Wiring Schematic</b>	Electronic (.pdf and .dwg)	Includes, but is not limited to: --Location of underground wiring/conduit --Connection to power source --Location of any meter(s) --Size of all lines and length of each run
<b>Settle-up on Inspection Fees</b>	N/A	3.5% of public improvements cost. Note: the inspection fees are paid before the pre-construction meeting between City and Contractor and Engineer.
<b>Asset Form</b>	Electronic	Contact the City of Bastrop's City Engineering and Capital Project Management Department for most current Asset form

<b>Any and All Other Requirements in Final Plat process have been Satisfied</b>	N/A	As required by the Public Improvement Plan Agreement or other special agreements.
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# STAFF REPORT

**MEETING DATE:** October 25, 2022

**TITLE:**

Consider action to approve Resolution No. R-2022-95 of the City Council of the City of Bastrop, Texas approving a Public Improvement Plan Agreement with Hunt Communities for The Colony MUD 1C Section 2 – Rosewood Path Extension, as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

**STAFF REPRESENTATIVE:**

Submitted by: Jennifer C. Bills, Director of Planning & Development

**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 establish the infrastructure costs, inspections fees and begin construction of public street and utility infrastructure. The agreement also establishes the process to record the final plat with a fiscal guaranty for the approved section of the subdivision prior to the completion of all public improvements. The cost estimates and scope of work included in the Agreement were approved with the Public Improvement Plans approved by the City Engineer.

**POLICY EXPLANATION:**

Texas Local Government Code 212.010 Standards for Approval of Plat requires that a new subdivision should extend roads and utilities in conformance to the city requirements and bonds be submitted in accordance with the municipal policy for the approval of subdivision plats.

Section 1.4.003 Public improvement Plan Agreement (PIPA) establishes the requirements for approval of the PIPA.

**FUNDING SOURCE:**

N/A

**RECOMMENDATION:**

The Planning Director recommends City Council consider action to approve R-2022-95 of the City Council of the City of Bastrop, Texas approving a Public Improvement Plan Agreement with Hunt Communities for The Colony MUD 1C Section 2 – Rosewood Path Extension, 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:**

- Resolution No. R-2022-95
- Exhibit A – The Colony MUD 1C Section 2 – Rosewood Path Extension Public Improvement Plan Agreement

**RESOLUTION NO. R-2022-95**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING A PUBLIC IMPROVEMENT PLAN AGREEMENT WITH HUNT COMMUNITIES BASTROP, LLC FOR THE COLONY MUD 1C, SECTION 2 – ROSEWOOD PATH EXTENSION, 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 adopted the Bastrop Building Block (B<sup>3</sup>) Code and related codes that provide a process for the standards and construction of public improvements that support the development created during the subdivision process; and

**WHEREAS**, the Development Manual includes the requirement for a developer to provide a Public Improvement Plan Agreement to ensure the installation of the public improvements; and

**WHEREAS**, the “Developer” known as Hunt Communities Bastrop, LLC has an approved Preliminary Plat and Public Improvement Plan for the construction of a new public street; and

**WHEREAS**, The City Council also understands the importance of the required public improvements and the value they bring in regard to the public safety of neighborhoods.

**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 October, 2022.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**CITY OF BASTROP, TEXAS**  
**Public Improvement Plan Agreement**  
***THE COLONY MUD 1C, SECTION 2 ROSEWOOD PATH***  
***EXTENSION***

The State of Texas  
County of Bastrop

WHEREAS, HUNT COMMUNITIES, 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 THE COLONY MUD 1C, SECTION 2 ROSEWOOD PATH EXTENSION, a development in the City of Bastrop ETJ, 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, KNOW ALL MEN BY THESE PRESENTS:

That said Developer, acting herein by and through Rick Neff, 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 (MUD Facility – Provided to MUD), streets (Bastrop County - Included), drainage (MUD Facility – Provided to MUD), street lights and street signs (Bastrop County - Included), and park/trail improvements (MUD Facility – Provided to MUD); 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 THE COLONY MUD 1C, SECTION 2 ROSEWOOD PATH EXTENSION approved by the City on October 6, 2022.

## 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 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 and a copy of the approved plan set provided to the City Construction Manager. The Public Improvement Inspection fees will be two percent (2%) of the total infrastructure costs (water, wastewater, streets, sidewalks, and drainage), per the First Amendment to the Consent Agreement of the Colony Municipal Utility District No. 1 and successor districts.
- 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 and County, subject to City approval, for ten percent (10%) 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 and MUD Engineer; or
  2. Provide fiscal guarantee for 125% of the outstanding Infrastructure (Development) Improvement Costs, with Engineer's Estimate of Probable Costs (Attachment 1). This guarantee will not be release 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 requirements of the consent agreement relating to tree preservation.

2.00 Infrastructure (Development) Improvement Costs

All infrastructure (development) 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 Sanitary Sewer Improvements (MUD Facility - Provided to MUD)

The distribution of costs between the City and MUD for all sanitary sewer are as follows:

	<b>Full Project Cost</b>	<b>Assurance Amount</b>	<b>City Participation</b>
Water Facilities	\$0.00	\$0.00	\$0.00
Sanitary Sewer Facilities	\$0.00	\$0.00	\$0.00
<b>Total Construction Cost</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

2.20 Drainage Improvements (MUD Facility - Provided to MUD)

The distribution of costs between the City and MUD for drainage improvements are as follows:

	<b>Full Project Cost</b>	<b>Assurance Amount</b>	<b>City Participation</b>
Storm Drainage Facilities	\$177,222.00	\$221,527.50	\$0.00

2.30 Street Improvements (Bastrop County - Included)

The distribution of costs between the City and the Developer for all street improvements are as follows:

	<b>Full Project Cost</b>	<b>Assurance Amount</b>	<b>City Participation</b>
Streets & Sidewalks	\$339,907.00	\$424,883.75	\$0.00
Erosion Control Items	\$30,740.00	\$38,425.00	\$0.00
<b>Total Construction Cost</b>	<b>\$370,647.00</b>	<b>\$463,308.75</b>	<b>\$0.00</b>

2.40 Summary of Infrastructure (Development) Assurance Amounts

	<b>Final Assurance Amount</b>
Utility Facilities	\$0.00
Storm Drainage Facilities	\$221,527.50
Streets, Sidewalks & Erosion Control Improvements	\$463,308.75
<b>Total Development Assurance Amounts</b>	<b>\$684,836.25</b>

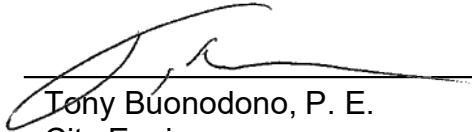
**INSPECTION FEES TO HOLD IN ESCROW TO BE PAID PRIOR TO PRE-CONSTRUCTION MEETING:**

**Percentage Final of Construction Improvement**

		<b>Construction Cost Amount</b>	<b>Inspection Fee</b>
Streets, Sidewalks & Erosion Control Improvements	2.0%	\$370,647.00	\$7,412.94
Water	2.0%	\$0.00	\$0.00
Wastewater	2.0%	\$0.00	\$0.00
Drainage	2.0%	\$177,222.00	\$3,544.44
<b>Payment to the City</b>			<b>\$10,957.38</b>

The final construction amount is **\$547,869.00**, and the Public Improvement Inspection fee amount is **\$10,957.38** (the “Final Fiscal Guaranty Amount”).

RECOMMENDED:

  
\_\_\_\_\_  
Tony Buonodono, P. E.                      10/17/2022  
City Engineer                                      Date

### 3.00 Miscellaneous Improvements

#### 3.10 Drainage Operation and Maintenance Plan (MUD Facility)

N/A

#### 3.20 Sidewalks (Bastrop County - Included)

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 **THE COLONY MUD 1C, SECTION 2 ROSEWOOD PATH EXTENSION** as shown on the approved Public Improvement Plans. All sidewalks shall be in compliance with the County's Master Transportation Plan, and conform to the City of Bastrop Standard Construction Details.

#### 3.30 Screening Wall, Landscaping, and Irrigation (MUD Facility)

N/A

#### 3.40 Street Lights (MUD/HOA Facility)

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 standard or non-standard street light poles.

#### 3.50 Street Name and Regulatory Signs (Bastrop County)

Street name and regulatory signs shall be installed by the Developer at the Developer's expense at locations specified by the City's Director of Public Works per the signage regulations ***in compliance with the Consent Agreement*** and the Bastrop County Sign Standards and Details. The signs shall conform to The State of Texas Manual on Uniform Traffic Control Devices and County requirements, including but not limited to, exact placement, sign height and block numbers. The City and

County shall not be responsible or obligated to maintain and/or replace any non-standard sign poles, street name signs, or regulatory signs. Installation shall be completed prior to the acceptance of the subdivision.

RECOMMENDED:

  
Curtis Hancock  
Public Works Director

10/17/22  
Date

3.60 Land Dedication

N/A

3.70 Impact Fees (MUD Facility)

N/A

**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 **THE COLONY MUD 1C, SECTION 2 ROSEWOOD PATH EXTENSION**, the public streets and sidewalks shall become the property of the County.

#### 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.

#### 4.70 Conflicts

In the event of a conflict between this agreement and that certain

**Public Improvement Plan Agreement – COLONY MUD 1C, SECTION 2 ROSEWOOD PATH EXTENSION**

Consent/Development Agreement between the City of Bastrop and Hunt Communities Bastrop, LLC. effective March 4th, 2020 (the "Consent/Development Agreement"), the Consent/Development Agreement shall control. Nothing in this agreement shall be construed as amending the Consent/Development Agreement.

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 \_\_\_\_\_, 2022.

**[PROJECT NAME]**

**City of Bastrop, Texas**

  
\_\_\_\_\_  
Rick Neff  
Hunt Communities Bastrop, LLC.

\_\_\_\_\_  
Sylvia Carrillo  
City Manager

**ATTEST:**

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

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Date

Distribution of Originals:                 Developer  
   City Secretary

Planning and Development Department

**CARLSON, BRIGANCE DOERING, INC.**  
**ENGINEER'S COST ESTIMATE**  
**The Colony M.U.D. 1C Section 2**  
**CBD #5448**  
**Rosewood Path Extension**  
**August 2022**

Item 11D.

<b>The Colony M.U.D. 1C Section 2 - Rosewood Path Extension</b>					
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	COST	AMOUNT
<b>I. STREET ITEMS</b>					
1	Remove Existing Curb complete per linear foot	80	LF	\$10.00	\$800.00
2	Remove Existing Pavement complete per square yard	15	SY	\$10.00	\$150.00
3	Remove Existing Sidewalk complete per square foot	600	SF	\$1.50	\$900.00
4	Street Excavation/Embankment R.O.W. to R.O.W., complete and in place per square yard	6,008	SY	\$7.00	\$42,056.00
5	Subgrade Preparation, 3' to 3' Back of Curb, complete and in place per square yard	4,309	SY	\$3.00	\$12,927.00
6	8" Cement Stabilized Subgrade, 3' to 3' Back of Curb, complete and in place per square yard	4,309	SY	\$10.00	\$43,090.00
7	16" Base, 3' to 3' Back of Curb (Local Streets), complete and in place per square yard	4,309	SY	\$18.00	\$77,562.00
8	2" HMAC, Lip to Lip, complete and in place per square yard	3,066	SY	\$12.00	\$36,792.00
9	6" Stand Up Curb and Gutter, complete and in place per linear foot	2,094	LF	\$20.00	\$41,880.00
10	4' Sidewalks complete and in place per linear foot	1,270	LF	\$30.00	\$38,100.00
11	ADA Ramps complete and in place per each	5	EA	\$2,000.00	\$10,000.00
12	Concrete Valley Gutter complete and in place per each	1	EA	\$6,000.00	\$6,000.00
13	Stop/Street Sign complete and in place per each	1	EA	\$350.00	\$350.00
14	Stop Bar, complete and in place per each	1	EA	\$300.00	\$300.00
15	1-6" and 2-4" SCH 40 PVC Conduit, complete and in place per each	1	EA	\$2,500.00	\$2,500.00
16	Street End Barricade, complete and in place per each	1	EA	\$1,500.00	\$1,500.00
17	Site Grading (Outside of Street Excavation/Embankment) complete and in place per lump sum	1	LS	\$25,000.00	\$25,000.00
<b>SUBTOTAL STREETS ITEMS</b>					<b>\$339,907.00</b>
<b>II. DRAINAGE ITEMS</b>					
1	18" R.C.P., complete and in place per linear foot	32	LF	\$80.00	\$2,560.00
2	24" R.C.P., complete and in place per linear foot	68	LF	\$105.00	\$7,140.00
3	30" R.C.P., complete and in place per linear foot	84	LF	\$135.00	\$11,340.00
4	15' inlets w/ curb transition, complete and in place per each	3	EA	\$8,500.00	\$25,500.00
5	5'x5' Junction Box complete and in place per each	1	EA	\$6,000.00	\$6,000.00
6	2 - 3'x3' R.C.B complete and in place per linear foot	48	LF	\$300.00	\$14,400.00
7	2 - 3' x3' Concrete Headwall with Outfall Protection, complete and in place per each	2	EA	\$15,000.00	\$30,000.00
8	3 - 4'x4' R.C.B complete and in place per linear foot	50	LF	\$600.00	\$30,000.00
9	3 - 4' x4' Concrete Headwall with Outfall Protection, complete and in place per each	2	EA	\$25,000.00	\$50,000.00
10	Trench Safety, complete and in place per linear foot	282	LF	\$1.00	\$282.00
<b>SUBTOTAL DRAINAGE ITEMS:</b>					<b>\$177,222.00</b>

**CARLSON, BRIGANCE DOERING, INC.**  
**ENGINEER'S COST ESTIMATE**  
**The Colony M.U.D. 1C Section 2**  
**CBD #5448**  
**Rosewood Path Extension**  
**August 2022**

Item 11D.

	V. EROSION CONTROL ITEMS	QUANTITY	UNIT	COST	AMOUNT
1	Revegetation of R.O.W. & Disturbed Areas, complete and in place per square yard	9,960	SY	\$2.00	\$19,920.00
2	Inlet Protection, complete and in place per each	3	EA	\$150.00	\$450.00
3	Stabilized Construction Entrance, complete and in place per each	1	EA	\$2,500.00	\$2,500.00
4	Concrete Wash-Out, complete and in place per each	1	EA	\$1,000.00	\$1,000.00
5	Install and Maintain Silt Fence, complete and in place per linear foot	2,290	LF	\$3.00	\$6,870.00
<b>SUBTOTAL EROSION CONTROL ITEMS:</b>					<b>\$30,740.00</b>

<b>TOTAL COST ESTIMATE</b>	<b>\$547,869.00</b>
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Carlson, Brigance & Doering, Inc.  
ID# F3791



## SUBDIVISION ACCEPTANCE CHECKLIST

Prior to final acceptance of public improvements, the Developer must complete and submit the following information to the City through MyGov (*all documents should be submitted as one package*).

**DOCUMENTS TO BE SUBMITTED PRIOR TO SCHEDULING THE SUBSTANTIAL WALKTHROUGH:** (*all documents should be submitted as one package and at least, 10 (ten) calendar days from scheduling the Substantial Walkthrough*)

Item	Format	Notes:
<b>Accessibility</b>	Electronic - pdf	For single-family residential subdivisions that are NOT registered with TDLR, provide documentation from a Registered Accessibility Specialist (RAS) that the accessible routes (including, but not limited to: sidewalks, crosswalks, curb ramps, driveways, and push buttons) within the public right-of-way comply with the Texas Accessibility Standards.
<b>Copies of All Inspection Reports / Shop Drawings / Certified Test Reports</b>	Electronic - pdf	Test/Inspection Reports pertaining to Water, Sewer, Pumps, Drainage, Utility Trench Backfill, Soil and Materials Density and Proctor testing (including subgrade, fill, and flexible base), Concrete test reports, Asphalt test reports, Product and Materials Submittals, CCTV (by a certified NASSCO inspector for sewer and drainage lines) and others if applicable. <b>Note: Inspection reports and submittals should be routinely forwarded to the City Engineering and Capital Project Management Inspector assigned to the job.</b> This final submission of all combined reports is just part of the close-out process.
<b>Operations and Maintenance Manuals</b>	Electronic and Hard Copy	To include any pertinent Operations and Maintenance Manuals according to City Standards Startup(s) as required by product and/or equipment manufacturer or by specifications or standards shall be performed prior to substantial completion
<b>Streetlight Wiring Schematic</b>	Electronic – pdf and .dwg	Includes, but is not limited to: --Location of underground wiring/conduit --Connection to power source --Location of any meter(s) --Size of all lines and length of each run

**DOCUMENTS TO BE SUBMITTED PRIOR TO SCHEDULING THE FINAL WALKTHROUGH:**

*(all documents should be submitted as one package and at least, 10 (ten) calendar days from scheduling the Final Walkthrough)*

<b>Item</b>	<b>Format</b>	<b>Notes:</b>
<b>Copy of "Record Drawings"</b>	Electronic (.pdf AND .dwg)	Electronic copy shall be in PDF and AutoCAD (.dwg) format. Contact the City Engineering and Capital Project Management Department to verify AutoCAD version. This set of Drawings must explicitly state that it is a "RECORD DRAWINGS" set. Record Drawings (.dwg set) shall include all lot lines on Final Plat: --Texas State Plane Central (Zone 3) Grid Coordinates (FIPS 4203) --NAD 83 Horizontal Datum / US Survey Feet --Include Grid to Surface and/or Surface to Grid Scale Factor in the drawing
<b>Copy of GIS Files</b>	Electronic	Please contact the City Engineering and Capital Project Management Department to obtain GIS Schema and GIS version. This copy shall be provided IN ADDITION TO .pdf and .dwg files as outlined elsewhere.
<b>Engineer's Concurrence Letter</b>	Electronic	This Letter is to be stamped by a licensed P.E. in the State of Texas, usually the Design Engineer. If Subdivision is a M.U.D., the Concurrence Letter should be provided by the Design Engineer.
<b>Bastrop County Acceptance</b>	Electronic	This acceptance should be provided for Subdivisions which are located in the Extraterritorial Jurisdiction (ETJ).
<b>Operations and Maintenance Manuals</b>	Electronic and Hard Copy	To include any pertinent Operations and Maintenance Manuals according to City Standards Any training specified by product data and/or manuals shall be provided prior to substantial completion. Coordinate with the City of Bastrop Engineering and Public Works departments to schedule training.
<b>Maintenance Bond</b>	Electronic and Hard Copy	2-year, 25% of contract amount Must use City standard format. Contact the Planning and Development Department
<b>Engineer's Certification of Final Contract Amount or Pay Requests</b>	Electronic and Hard Copy	Signed and Sealed Sets the value for maintenance bond, including dry utilities Should be broken into 4 categories: -- STREETS (Roadway embankment and E/S controls will be included here) -- DRAINAGE (Grading necessary for drainage functions should be included here) -- WASTEWATER -- WATER -- STREET LIGHTS
<b>Affidavit of "All Bills Paid" and Waiver of Liens</b>	Electronic and Hard Copy	From Construction Contractor or Developer
<b>Streetlight Wiring Schematic</b>	Electronic (.pdf and .dwg)	Includes, but is not limited to: --Location of underground wiring/conduit --Connection to power source --Location of any meter(s) --Size of all lines and length of each run
<b>Settle-up on Inspection Fees</b>	N/A	3.5% of public improvements cost. Note: the inspection fees are paid before the pre-construction meeting between City and Contractor and Engineer.
<b>Asset Form</b>	Electronic	Contact the City of Bastrop's City Engineering and Capital Project Management Department for most current Asset form

<b>Any and All Other Requirements in Final Plat process have been Satisfied</b>	N/A	As required by the Public Improvement Plan Agreement or other special agreements.
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# STAFF REPORT

**MEETING DATE:** October 25, 2022

**TITLE:**

Consider action to approve Resolution No. R-2022-101 of the City Council of the City of Bastrop, Texas, approving a task order with MWM DesignGroup to provide the services of City Engineer in the amount of One Hundred Nineteen Thousand Six Hundred Dollars (\$119,600.00); attached in Exhibit B; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

**SUBMITTED BY:**

Submitted by: Fabiola de Carvalho, AMP MIAM, Director of Engineering and Capital Project Management

**BACKGROUND/HISTORY:**

The City of Bastrop hired MWM DesignGroup as part of the Request for Qualifications (RFQ) process completed in July 2018. In response to H.B. 3167, the City has restructured development related operations to accommodate these state law changes.

Rather than hire an “in-house” City Engineer, Staff believes this position could be better managed by outsourcing. Therefore, the attached task order with MWM DesignGroup will appoint Tony Buonodono to continue to serve as City Engineer for the fourth year. By doing so, the City development and engineering team can be scalable, depending upon the level of activity from month to month, and have the ability to act quickly in the required 30-day timeframes, when needed. The City will only pay for City Engineering services when we need them.

The attached task order also provides a list of tasks for the City Engineer including assisting with civil engineering, plan review, and project management. Mr. Buonodono will have a city email, that forwards to his business email address, allowing him to conduct City business using City email. This email address will capture all city-related emails on the City’s servers for record retention purposes.

**POLICY EXPLANATION:**

Under the Government Code, Title 10. General Government, Subtitle f. State and Local Contracts and Fund Management, Chapter 2254. Professional and Consulting Services Subchapter A. Professional Services, allows the City to select professional service providers based on the demonstrated competence and qualifications to perform the requested services; and for a fair and reasonable price.

**FUNDING SOURCE:**

FY23 Annual Budget – Funding allocated to City Engineer position.

**RECOMMENDATION:**

Consider action to authorize the approval of the Resolution No. R-2022-101 of the City Council of the City of Bastrop, Texas, approving a task order with MWM DesignGroup to provide the services of City Engineer in the amount of One Hundred Nineteen Thousand Six Hundred Dollars (\$119,600.00); attached in Exhibit B; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

**ATTACHMENTS:**

- Exhibit A: Resolution No. R-2022-101
- Exhibit B: Task Order/Scope of Work



**RESOLUTION NO. R-2022-101**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING A TASK ORDER WITH MWM DESIGNGROUP TO PROVIDE THE SERVICES OF CITY ENGINEER IN THE AMOUNT OF ONE HUNDRED NINETEEN THOUSAND SIX HUNDRED DOLLARS (\$119,600.00).; ATTACHED IN EXHIBIT B; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Bastrop City Council understands the importance of proper plan review; and

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

**WHEREAS**, the City of Bastrop understands the importance of focusing on the standardization of plan review; and

**WHEREAS**, the City of Bastrop approved a list of qualified engineers on July 10, 2018 by Resolution R-2018-54; and

**WHEREAS**, the City of Bastrop chooses to approve the attached task order shown as Exhibit B; and

**WHEREAS**, the City Council understands the importance of providing timely and high quality development review; and

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

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

**Section 1.** That the City Council has found this task order to be in the best interest of the City of Bastrop, Texas and approves this task order, as attached in Exhibit B, proving the required duties of the City Engineer.

**Section 2.** The City Council authorizes the City Manager to execute all necessary documents related to this task order, as attached in Exhibit B.

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

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

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop, Texas this 25<sup>th</sup> day of October 2022.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**TASK ORDER  
SCOPE OF SERVICES**

**CITY OF BASTROP  
CITY ENGINEER AND DEVELOPMENT REVIEW SERVICES  
September 16, 2022 (Revised October 4, 2022 and October 5, 2022)**

The City of Bastrop (City) has requested a proposal from MWM DesignGroup (MWM) to act as the City Engineer for a fourth year to review development submittals as part of the Development Review Committee (DRC) and to provide other City Engineer related tasks as requested. Tony Buonodono will be assigned as the City Engineer.

This work will be performed as a Task Order under the Engineering Service Agreement approved by City Council on March 12, 2019. MWM understands that this scope of services will be in place for twelve months with options to renew and/or renegotiate based on services needed, including standard increases in hourly rates.

MWM understands that plat/plan timelines specified in HB 3167 from the 2019 Texas Legislative Session will be followed unless the applicant submits a waiver that is accepted by the City.

A detailed description of the scope of services is presented below.

**SCOPE OF SERVICES**

**City Engineer**

**Task 1: Project Management and Review Coordination**

MWM will perform project management duties including periodic status reports as requested and monthly invoices to cover work completed to date. MWM will also provide coordination and staff allocation to perform reviews of DRC submittals.

**Task 2: Development Review Committee Reviews and Meetings**

MWM will review development submittals provided to the DRC as the City Engineer and will attend and participate in Development Review Coordination meetings weekly with each meeting having a duration of up to 4 hours (anticipated to be a half day every Thursday). Meetings will be virtual and/or in person as conditions allow. MWM anticipates that the meetings will be consist of discussion of reviews and comments for development submittals under the purview of the DRC and/or City Engineer including, but not limited to Drainage Plans, Public Improvement Plans, Site Plans, Plats, Warrants, and Preliminary Infrastructure Plans.

### **Task 3: City Council Meetings**

MWM will prepare staff reports and present items to the City Council related to the tasks performed by the City Engineer for up to 10 City Council Meetings.

### **Task 4: Other City Engineer Tasks**

MWM will have a City of Bastrop email address that will be monitored by the City Engineer or Assistant City Engineer with emailed requests responded to promptly. MWM will stay informed with City business, perform periodic grant reviews, and assist with miscellaneous tasks related to the position of City Engineer. MWM understands that these tasks may include involvement with the Capital Improvements Plan (CIP) coordination and management. MWM anticipates these tasks having a duration of up to 15 hours per month.

### **EXCLUDED SERVICES**

- Preparation of Capital Improvement Plan (CIP) or CIP Budget
- Preliminary and/or detailed design services
- Any other services not specifically described in the tasks above.

**SCHEDULE OF COMPENSATION**

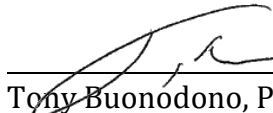
City Engineer Services, Tasks 1-4 described above, will be provided on time and materials basis for an amount no to exceed of \$119,600.00 based on the attached standard hourly rate schedule for a duration of 12 months.

**ATTACHMENTS**

Attachment A: Fee Breakdown  
Attachment B: Standard Hourly Rates

This proposal is valid for a period of 60 days from date of proposal. If you concur, please include this proposal as part of the task order for the above referenced project.

**Approved:**

  
\_\_\_\_\_  
Tony Buonodono, P.E., PMP  
Vice President/Principal

October 5, 2022  
Date

MWM DesignGroup  
305 E Huntland Dr., Suite 200  
Austin, Texas 78752

\_\_\_\_\_  
Sylvia Carrillo, CPM  
City Manager

\_\_\_\_\_  
Date

City of Bastrop  
1311 Chestnut Street  
Bastrop, Texas 78602

<b>MWM DesignGroup Fee Breakdown</b>			
Date: 10/5/2022			
Project: Bastrop City Engineer			
Time and Materials			
TASK DESCRIPTION	LICENSED PROFESSIONAL / PMIV	TOTAL HOURS	TOTAL FEE
<b>City Engineer</b>			
Task 1: Project Management and Review Coord.	48	48	\$ 12,000.00
Task 3: DRC Reviews and Meetings (50)	200	200	\$ 50,000.00
Task 4: City Council Meetings (10)	40	40	\$ 10,000.00
Task 5: Other City Engineer Tasks (15/mo)	180	180	\$ 45,000.00
<b>Subtotal</b>	468	468	\$ 117,000.00
<b>Reimbursable Expenses</b>			
Mileage (approx. 52 trips * 80 miles * \$0.625/mi)			\$ 2,600.00
<b>Subtotal</b>			\$ 2,600.00
<b>Summary</b>			
Labor			\$ 117,000.00
Reimbursable Expenses			\$ 2,600.00
<b>TOTAL</b>			<b>\$ 119,600.00</b>



EXHIBIT B: STANDARD HOURLY RATES

Item 11E.

MWM 2022 Standard Rates

<b>2022</b>	
MWM DesignGroup Rates	
Labor Categories	
Licensed Professional V / Principal	\$ 320.00
Licensed Professional IV / Sr Project Manager	\$ 250.00
Licensed Professional III / Sr Project Manager	\$ 220.00
Licensed Professional II/ Project Manager	\$ 185.00
Project Engineer	\$ 155.00
Project Surveyor	\$ 130.00
Project Architect II	\$ 155.00
Project Architect I	\$ 115.00
Arch/Eng Support Staff III	\$ 135.00
Arch/Eng Support Staff II	\$ 125.00
Arch/Eng Support Staff I	\$ 100.00
CADD Manager	\$ 150.00
Sr Technician	\$ 125.00
Technician II	\$ 110.00
Technician I	\$ 95.00
Admin Support II/ Contracts Admin	\$ 115.00
Administrative Support	\$ 80.00
Permitting Specialist II	\$ 140.00
Permitting Specialist I	\$ 100.00
3 Person Field Crew	\$ 240.00
2 Person Field Crew	\$ 187.00
1 Person Field Crew	\$ 126.00



# STAFF REPORT

**MEETING DATE:** October 25, 2022

**TITLE:**

Consider action to approve Resolution No. R-2022-98 of the City Council of the City of Bastrop, Texas appointing City Manager Sylvia Carrillo to fill the vacancy as the General Assembly Representative to the Capital Area Council of Government (CAPCOG); authorizing the Mayor to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

**AGENDA ITEM SUBMITTED BY:**

Submitted by: Ann Franklin, City Secretary

**BACKGROUND/HISTORY:**

The City of Bastrop, Texas is a member of the Capital Area Council of Governments (CAPCOG). CAPCOG is composed of official representatives including cities, counties, school districts, chambers of commerce, non-profit agencies and other agencies that have an interest in regionalism and programs such as emergency communications, homeland security, planning and economic development, law enforcement, and air quality.

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Recommend approval of Resolution No. R-2022-98 of the City Council of the City of Bastrop, Texas appointing City Manager Sylvia Carrillo to fill the vacancy as the General Assembly Representative to the Capital Area Council of Government (CAPCOG); authorizing the Mayor to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

**ATTACHMENTS:**

- Resolution
- Appointment Form

**RESOLUTION NO. R-2022-98**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPOINTING CITY MANAGER SYLVIA CARRILLO TO FILL THE VACANCY AS THE GENERAL ASSEMBLY REPRESENTATIVE TO THE CAPITAL AREA COUNCIL OF GOVERNMENT (CAPCOG); AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Bastrop, Texas is a member of the Capital Area Council of Governments (CAPCOG); and

**WHEREAS**, CAPCOG is composed of official representatives including cities, counties, school districts, chambers of commerce, non-profit agencies and other agencies that have an interest in regionalism and programs such as emergency communications, homeland security, planning and economic development, law enforcement, and air quality; and

**WHEREAS**, the City Council appoints City Manager Sylvia Carrillo to be the General Assembly Representative to CAPCOG.

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

**Section 1.** The Mayor is hereby authorized to execute Appointment Form – General Assembly Representative – CAPCOG appointing City Manager Sylvia Carrillo as Bastrop’s designee.

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

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

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop this 25<sup>th</sup> day of October 2022.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



# APPOINTMENT FORM - GENERAL ASSEMBLY REPRESENTATIVE CAPITAL AREA COUNCIL OF GOVERNMENTS

The governing bodies of CAPCOG's members designate General Assembly representatives.

- Counties: Official appointments are made at Commissioners Court.
- Cities, Towns, Villages: Official appointments are made at City Council meetings.
- Organizations: Official appointments are made by the Board or other governing body.

**PLEASE COMPLETE THE FOLLOWING SECTION**

Governing Body:

- County Commissioners Court (e.g., Travis County Commissioners Court)
- OR-
- City Council (e.g., Austin City Council)
- OR-
- Other (Board or other governing body)

### City of Bastrop

City, County, or Organization being represented

Sylvia Carrillo

City Manager

Name of Representative

Position

1311 Chestnut Street

Address

Bastrop, TX 78602

City, Zip Code

512-332-8800

512-332-8819

Telephone Number

Fax Number

scarrillo@cityofbastrop.org

Email address (General Assembly Reps. will be subscribed to the CAPCOG Connections, Training, & Data Points email lists)

Check One:

- Reappointment
- Filling Vacancy
- Changing Representative

N/A

Name of Previous Representative

I confirm our governing body appointed the above individual to serve as a CAPCOG General Assembly

Representative for the above entity on October 25, 2022

Date of Meeting

Signature of Chief Elected Official/Chair of Governing Board

Date

Please fax this form to 512-916-6001 or email it to [dbrea@capcog.org](mailto:dbrea@capcog.org). For questions about completing this form, call Deborah Brea at 512-916-6018.



# STAFF REPORT

**MEETING DATE:** October 25, 2022

**TITLE:**

Consider action to approve Resolution No. R-2022-104 of the City Council of the City of Bastrop, Texas, approving an agreement for the provision of Main Street Program support between the City of Bastrop and the Bastrop Economic Development Corporation attached as Exhibit A; authorizing the City Manager to execute the agreement; repealing all resolutions in conflict; and providing an effective date.

**STAFF REPRESENTATIVE:**

Submitted by: Rebecca Gleason, Assistant City Manager

**BACKGROUND/HISTORY:**

Since the inception of the City of Bastrop Main Street Program in 2007, the Bastrop Economic Development Corporation has helped to fund the Main Street Program due to the work the program does in the Main Street District fostering economic development, business retention, and business expansion through small business support and promotion.

On February 8, 2022, Council approved the signing of a Support Services Agreement between the City of Bastrop and the BEDC in line with the approved Policy Regarding the Economic Development Corporation. This Support Services Agreement included the funding agreement for the Main Street Program support.

On February 28, 2022, the previous City Manager, Paul Hofmann, presented the Services Agreement to the BEDC Board for review. The BEDC Attorney stated that the agreement would require edits prior to being approved by the Board and that a separate agreement would be needed for the Main Street Program.

On March 28, 2022, the Main Street Support Agreement, but not the City Services Agreement was discussed at the BEDC Board Meeting. It was decided that BEDC Board Member, Ms. Wahl would meet to discuss the agreement with the previous City Manager, Paul Hofmann as there was hope to see it renegotiated to a reimbursement contract with receipts turned in quarterly.

On April 18, 2022, the Main Street Support Agreement but not the City Services Agreement, was discussed at the BEDC Board Meeting. Ms. Wahl reported that after meeting with the City Manager, she was unable to gain alignment with what she was seeking. Mayor Schroeder requested that the City Services Agreement be included for discussion on the next Agenda.

On May 16, 2022, the City Support Services Agreement and the Main Street Support Agreement was discussed at the BEDC Board Meeting. The BEDC Chair stated that edits to the City Support Services Agreement had been made but that legal counsel was still working on a draft to present the City. Concerning the Main Street Support Agreement, Chair Spencer stated that he wanted

to make another attempt at an agreement both parties could agree upon as there had been an Agreement in place for several years.

The Bastrop EDC Board of Directors approved funding the Main Street Program Services Agreement which was revised to reflect agreements similar to what was agreed upon in past years at the BEDC Board meeting on July 18, 2022, for Fiscal Years 2022 and 2023, in the amount of \$50,000. The City Support Services Agreement was not discussed.

Since July 2022, the attorneys for both the City of Bastrop and the BEDC as well as staff have been negotiating the City Support Services Agreement to bring both contracts back to Council. Just recently, it was determined both parties are getting close to an agreement which is expected to be brought to the BEDC soon for signature. The agreement will then return to Council for review.

**RECOMMENDATION:**

Consider action to approve Resolution No. R-2022-104 of the City Council of the City of Bastrop, Texas, approving an agreement for the provision of Main Street Program support between the City of Bastrop and the Bastrop Economic Development Corporation attached as Exhibit A; authorizing the City Manager to execute the agreement; repealing all resolutions in conflict; and providing an effective date.

**ATTACHMENTS:**

- Resolution
- Main Street Agreement



**RESOLUTION NO. R-2022-104**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING AN AGREEMENT FOR THE PROVISION OF MAIN STREET PROGRAM SUPPORT BETWEEN THE CITY OF BASTROP AND THE BASTROP ECONOMIC DEVELOPMENT CORPORATION ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; 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 Texas Local Government Code, Chapters 501 and 505, et seq., as amended, known as the Development Corporation Act of 1979 (the “Act”); and

**WHEREAS**, the City of Bastrop (“City”) maintains a department within the City whose function is to advance the Bastrop Main Street Program to foster, encourage, support and direct downtown revitalization, while preserving the historical significance of Bastrop’s downtown district; and

**WHEREAS**, the role of the BEDC is to enhance the quality of life in Bastrop by advancing the investment, development, growth and relocation of companies within the area. In addition to providing appropriate infrastructure, the Bastrop EDC promotes and supports economic development in the community that offers the people of Bastrop sustainable, meaningful and rewarding employment opportunities, and greater access to desirable goods and services; and

**WHEREAS**, the BEDC has continued to work collaboratively with the City and the Bastrop Main Street Program to foster economic development, investment and growth within the downtown area, participating actively with planning and development activities of the same; and

**WHEREAS**, the BEDC has found that the Bastrop Main Street Program promotes new or expanded business development in the Main Street Program Area thereby authorizing expenditures for the Bastrop Main Street Program in exchange for economic development services that will assist both the City and the BEDC to achieve their respective missions; and

**WHEREAS**, after careful evaluation and consideration by the Bastrop City Council, the City Council has determined that this support can be accepted under Texas Local Government Code § 380.001 and services provided under Texas Local Government Code § 380.002, as required by Texas Local Government Code § 501.007, and according to the terms included within a support agreement by and between the parties, as attached hereto as Exhibit “A” (the “Agreement”); and



**WHEREAS**, pursuant to the terms of the Agreement, the BEDC will allocate \$50,000 per year during the term of the Agreement to support and supplement the cost of maintaining the Bastrop Main Street Program in exchange for a commitment to enhance, encourage, and support economic development in the Bastrop Main Street Program Area.

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

**SECTION 1.** That the City Council hereby approves the Agreement attached hereto and incorporated herein as Exhibit "A" and further authorizes the City Manager to execute the same and take all other actions necessary to implement said Agreement.

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

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

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

**SECTION 5.** 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.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop, Texas, this 25<sup>th</sup> day of October 2022.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

Exhibit "A"

Agreement for provision of Main Street Program Support between the City of Bastrop and the Bastrop Economic Development Corporation

EXHIBIT A

AGREEMENT FOR PROVISION OF MAIN STREET PROGRAM SUPPORT  
BETWEEN THE CITY OF BASTROP AND  
THE BASTROP ECONOMIC DEVELOPMENT CORPORATION

THE STATE OF TEXAS                    §  
  §        KNOWN ALL MEN BY THESE PRESENTS:  
COUNTY OF BASTROP                 §

THIS AGREEMENT (“Agreement”) is entered into and executed the \_\_\_\_\_ day of \_\_\_\_\_, 2022 (“Effective Date”), by and between the CITY OF BASTROP, a municipal corporation, acting by and through its City Manager as authorized by its City Council, situated in Bastrop County, Texas (hereinafter referred to as “City”), and the Bastrop Economic Development Corporation (hereinafter referred to as “BEDC”) acting by and through its Chair of the Board, and provides as follows:

WHEREAS, the City maintains a department within the City whose function is to advance the Bastrop Main Street Program to foster, encourage, support and direct downtown revitalization, while preserving the historical significance of Bastrop’s downtown district; and

WHEREAS, the vision of the Bastrop Main Street Program is to positively influence the continued preservation, enhancement and commercial vitality of Bastrop’s historic downtown as a distinctive destination that engages and inspires both residents and visitors; and

WHEREAS, this vision is implemented through the Bastrop Main Street Program’s mission that provides that the Program “through collaboration with other organizations and with volunteers’ insights, talents and energies, will be a catalyst for the continued revitalization, preservation and economic health of our historic downtown area.”

WHEREAS, the Program will be “Guided by the Main Street Four Point Approach of organization, design, promotion and economic vitality, we can continue positively transforming our historic downtown;” and

WHEREAS, the role of the BEDC is to enhance the quality of life in Bastrop by advancing the investment, development, growth and relocation of companies within the area. In addition to providing appropriate infrastructure, the BEDC promotes and supports economic development in the community that offers the people of Bastrop sustainable, meaningful and rewarding employment opportunities, and greater access to desirable goods and services; and

WHEREAS, the BEDC has continued to work collaboratively with the City and the Bastrop Main Street Program to foster economic development, investment and growth within the downtown area, participating actively with planning and development activities of the same; and

WHEREAS, the BEDC desires to monetarily support the Bastrop Main Street Program in exchange for economic development services that will assist both the City and the BEDC to achieve their respective missions; and

WHEREAS, the BEDC and the City are authorized under the laws of the State of Texas to enter into this Agreement; and

WHEREAS, the City acknowledges and agrees that the funds provided under this Agreement may, consistent with Title 12, Subtitle C1 Chapter 505 of the Texas Local Government Code, only be expended for the purpose of promoting new or expanded business development in the Main Street Program area and the general promotion of the Main Street Program Area; and

NOW, THEREFORE, in consideration of the mutual benefits described in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree to the following:

**I. Findings**

The foregoing recitals are hereby found to be true and correct and are hereby adopted and made a part of this Agreement for all purposes.

**II. City Obligations**

The City agrees to utilize any funding provided under this Agreement solely for the purpose of promoting new or expanded business development in the Main Street Program area and the general promotion of the Main Street Program area consistent with Title 12, Subtitle C1 Chapter 505 of the Texas Local Government Code. The Funding shall be expended as follows:

- 1. Supporting new businesses, business expansion, and/or business retention of existing and future Main Street Program Area businesses;
- 2. Collaboratively marketing the Main Street Program Area and its assets;
- 3. Collaboratively providing training and small business resources for businesses in the Main Street Program Area, as well as the rest of the community;
- 4. Assisting with business recruitment in the Main Street Program Area;
- 5. Supporting the BEDC and community in its entrepreneurial and small business programs

The City shall, at least twice per fiscal year, provide a report, either verbally or in writing or both, to the BEDC establishing how the Funding was expended and that it was expended for the purpose of promoting new or expanded business development, or business retention in the Main Street Program area and the general promotion of the Main Street Program area.

**III. BEDC Obligations**

The BEDC shall provide funding to the City in the amount of Fifty Thousand Dollars (\$50,000) per fiscal year (the "Funding"), for fiscal years 2021-2022 and 2022-2023, conditioned upon the City's obligations herein. The funding shall be prorated and paid monthly over the budget year.

**IV. General Provisions**

- 1. **Term.** Subject to early termination as provided below, this Agreement shall be in effect on the Effective Date, and shall end on September 30, 2023.

- 2. **Non-Appropriations.** In the event that the BEDC’s Board of Directors does not appropriate funds to make any payment under this Agreement for a fiscal year after the BEDC’s fiscal year in which this Agreement becomes effective, or in the event that the City’s City Council does not appropriate funds to continue the Main Street Program department, then this Agreement will automatically terminate at the beginning of the first day of the successive fiscal year. The BEDC or the City, as applicable, shall use their best efforts to provide prior written notice of such impending termination as soon as possible following the formal determination of said non-appropriation.
  
- 3. **Termination.** In addition to automatic termination upon an event of non-appropriation provided above, either party may terminate this Agreement upon giving prior written notice to the other party, which termination shall be deemed effective the last day of the then current fiscal year. Further, if any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.
  
- 4. **Severability.** If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, then and in that event it is the intention of the Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the Parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.
  
- 5. **Entire Agreement.** This Agreement constitutes the final and entire agreement between the Parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind the Parties hereto, unless same be in writing, dated after the date hereto, and duly executed by the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement in the year and on the day indicated.

**BASTROP ECONOMIC  
DEVELOPMENT CORPORATION**

**CITY OF BASTROP, TEXAS**




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Ron Spencer, Board Chair

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Paul A. Hofmann, City Manager



# STAFF REPORT

**MEETING DATE:** October 25, 2022

**TITLE:**

Consider action to approve Resolution No. 2022-106 amending the Christmas Light Installation Contract with Décor IQ to allow for this Contract to be renewed for an additional three (3) years; authorizing the City Manager to execute all necessary documents with the Contractor; providing for findings of fact, repealer, and severability; establishing an effective date; and proper notice and meeting.

**AGENDA ITEM SUBMITTED BY:**

Rebecca Gleason, Assistant City Manager

**BACKGROUND/HISTORY:**

In 2018, the City of Bastrop posted a Request for Proposal for holiday lighting and decoration lease, installation, maintenance, and removal. On August 14, 2018, City Council awarded the contract to Décor IQ, LLC for one season with an option to renew of (1) year periods for a maximum of three (3) years. This amendment would allow for an additional option to renew in (1) year periods for a maximum of three (3) years at which time the City would once again review posting an RFP for award.

**FUNDING SOURCE:**

These funds were appropriated by Council for FY2023 from the General Fund.

**RECOMMENDATION:**

The Assistant City Manager recommends approval of Resolution No. No. 2022-106 amending the Christmas Light Installation Contract with Décor IQ to allow for this Contract to be renewed for an additional three (3) years; authorizing the City Manager to execute all necessary documents with the Contractor; providing for findings of fact, repealer, and severability; establishing an effective date; and proper notice and meeting.

**ATTACHMENTS:**

- Resolution
- First Amendment to the Christmas Light Installation Contract
- Holiday Lighting Contract with Décor IQ

**RESOLUTION NO. R-2022-106**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AMENDING THE CHRISTMAS LIGHT INSTALLATION CONTRACT WITH DÉCOR IQ, ATTACHED AS 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 vision to continue to leverage Bastrop’s unique character to increase visitation to the area thus supporting increased traffic to our businesses; and

**WHEREAS**, the holiday lighting at Fisherman’s Park and downtown meets that intent through data that includes traffic counts, hotel occupancy, and sales tax data; and

**WHEREAS**, the City of Bastrop has found the current contact to serve that purpose well and would like to continue the service.

**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 First Amendment to the Christmas Light Installation Contract between the City of Bastrop and Décor IQ, LLC for the installation of holiday lighting in Fisherman’s Park and in downtown with Décor IQ, which is attached as Exhibit A.

**Section 2:** That the City Council of the City of Bastrop has found Décor IQ, to be a subject matter expert in the field of holiday lighting.

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

**Section 4:** That this Resolution shall take effect immediately upon its passage, and it is so resolved.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop this 25<sup>th</sup> day of October 2022.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



**First Amendment to the  
Christmas Light Installation Contract  
between the City of Bastrop  
and Décor IQ, LLC**

This First Amendment (“Amendment”) to the Christmas Light Installation Contract (“Contract”) between the City of Bastrop, an incorporated municipality (“City”), and Décor IQ, LLC, a Texas-based corporation (“Contractor”), the Contract finally executed on October 25, 2018.

**WHEREAS**, the City and the Contractor entered into the Contract on or about October 25, 2018; and

**WHEREAS**, Schedule “B” of the Contract provides that if service has been satisfactory, the Contract may be renewed for one (1) year periods for a maximum of three (3) years; and

**WHEREAS**, the City has renewed the Contract for a maximum of three years, and the Contract is set to expire; and

**WHEREAS**, the City desires to renew the Contract for an additional one (1) year period for up to three (3) additional years; and

**WHEREAS**, City and the Contractor seek to modify the Contract in a manner that enables the Contractor to continue the installation of Christmas and seasonal lighting pursuant to the terms of the Contract; and

**WHEREAS**, this Amendment is consistent with Section 16 (a) of the Contract.

**NOW, THEREFORE**, in consideration of the mutual benefits described in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor agree as follows:

**1. Amendment.** Article 1, Duties of Installer, of the Contract is hereby amended by adding Section 1.(o) as follows:

**1. Duties of Installer**

**(o)** If service has been satisfactory, the Contract may be renewed for one (1) year periods for a maximum of six (6) years. To the extent this provision conflicts with any provision in Schedule “B”, this provision shall supersede and be applicable to the Contract.

This First Amendment shall be effective immediately upon execution by all parties.

**City of Bastrop:**

**Contractor:**

by: \_\_\_\_\_  
Sylvia Carrillo  
City Manager

by: \_\_\_\_\_  
Mark Metzger  
President

October 25, 2022

October \_\_, 2022

## CHRISTMAS LIGHT INSTALLATION CONTRACT

THIS CONTRACT made effective as of the 25<sup>th</sup> day of October, 2018

BETWEEN:

DecorIQ, LLC  
25014 Kiowa Creek  
San Antonio, TX 78255  
(hereinafter called the "Installer")

- and -

The Customer Identified in Schedule "A" - Customer Information Attached Hereto and Made Part of this Contract  
(hereinafter called "Customer")

Customer hereby retains Installer to provide the services and items set out in this Contract, on the following terms and conditions:

### Terms and Conditions

#### 1. Duties of Installer

- (a) Installer will perform the installation at the property identified in Schedule "A" (the "Property").
- (b) The services and items to be supplied by Installer (collectively referred to as the "Display") are listed on Schedule "B" (attached hereto and made a part of this Contract by reference).
- (c) As far as possible, Installer will use Customer's written, verbal or pictorial description to design the Display, in accordance with the price quote contained on Schedule "A" hereof. If Customer requests any changes in design, color, or location after installation of the Display has begun, Customer may be charged additional installation fees.
- (d) Customer acknowledges that Installer cannot guarantee consistent light bulb orientation in the Display, due to the twisting nature of the light strands.
- (e) Installer will only use top quality products to complete the installation, including but not limited to longer-life bulbs, UL-rated outdoor extension cords, and commercial-grade specialty lighting.
- (f) Installer will use best efforts to ensure that no damage is done to the Property, however, Installer can make no guarantees in this regard. Installer's technicians will obtain Customer's consent before using staples, hooks or other fasteners that may damage the exterior of the Property.
- (g) Customer acknowledges that any changes to Customer's design may require additional supplies or labor, and may result in additional fees being charged. Changes requested by Customer to installations already in progress will be charged at the rate of \$60 per hour plus materials.
- (h) Upon completion, all displays shall be inspected by Contractor and a representative of Customer to ensure that the displays meet with Customer's approval.

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- (i) Contractor shall have personnel available to respond to emergency repairs upon 48 hours' notice from *November 2018* to *January 2019*. Customer agrees to pay additional charges of \$60 per hour for any emergency call responses between 9 PM and 6 AM.
- (j) With respect to interior installations, Contractor shall not drill holes or insert fasteners or hardware into any wall or floor without Customer approval. All glue and tape residue must be removed when the displays are dismantled, and each area must be returned to its original condition. Contractor will be responsible for the cost to repair any damages that occur as a result of the installation or removal of the displays.
- (k) Installer shall not overload any electrical circuits with more lights than the circuit can safely accommodate.
- (l) All lights, cords, and décor items will remain the property of the installer unless otherwise provided by customer.
- (m) Removal of the Display is included in the installation fee, and will take place on a date mutually agreed to by the parties. Installer will dismantle the Display and store in the appropriate location. If display is leased, installer will provide storage for those particular items. When installing customer owned displays it is the customer's responsibility to store the display. If storage is needed the installer can provide for an additional cost.
- (n) Removal of the displays must be completed no earlier than *January 7, 2019* and no later than *January 15, 2019*.

## 2. Invoices; Payments

- (a) Customer agrees to pay Contractor for the Services in accordance with the rates set out in the Price Quotation attached as Schedule "A".
- (b) Terms of the agreement are: 50% deposit, 25% after completion of installation and 25% after the Display is removed.
- (c) Invoices unpaid for more than 15 calendar days after the same become due will bear interest at the rate of 1.5% per month (18% per year), or the maximum amount allowed by law (whichever is higher), from the due date until paid.
- (d) Overdue payments will be applied firstly to accrued interest and secondly to the unpaid principal balance.
- (e) Damaged or missing items that are leased will be charged at full retail replacement cost.
- (f) If Customer wishes to dispute any item on Installer's invoice, the dispute must be made to Installer's Customer Service department at 214-728-4532 within 15 days of receipt of the invoice.

## 3. Responsibilities of Customer

- (a) Customer must ensure that the location(s) is/are empty and prepared for Contractor's employees to begin installing the displays on the agreed installation date, and that Contractor's employees will have clear and unblocked access to the location(s).
- (b) Customer must provide adequate electrical power to run the displays.

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- (c) Customer agrees to provide bathroom facilities for Contractor's employees.
- (d) Customer is responsible for making sure that someone is at on site to allow Installer's employee's access to the Property on the agreed dates for installation and removal of the Display.
- (e) It is Customer's responsibility to ensure that the Display can be installed and completed according to the design. If Installer is unable to use standard fastening methods to install the Display due to non-standard or non-conforming elements of the Property (such as eaves, roof edges, porch railings, etc), additional charges may apply.
- (f) When installing banners on light poles, it is the responsibility of the customer to ensure that the poles can withstand the wind resistance against the banner. Installer will not be responsible for damages caused or incurred from the potential risk associated with this type of installation.

#### 4. Safety Requirements

- (a) At all times when installation is blocking or impeding traffic thoroughfares, appropriate warning signs must be used to notify motorists and traffic cones placed to direct traffic around Contractor's crews during installation.
- (b) Contractor's employees shall wear appropriate safety gear at all times during the installations.
- (c) Contractor shall ensure that any aerial lifts, bucket trucks or other heavy equipment used in connection with the installations are operated only by properly licensed operators.

#### 5. Disposal of Trash

Contractor shall be responsible for removal and proper disposal of all trash and debris created by the installations.

#### 6. Cancellations

All cancellations must be in writing and signed by Customer or, if Customer is a body corporate or other entity, by an authorized representative of Customer. A cancellation by Customer within 72 hours of service is subject to a late cancellation fee of \$1000 plus and products purchased.

#### 7. Installer's Right to Refuse Service

Installer reserves the right to refuse to install the Display if, in Installer's sole opinion:

- (a) installing the Display according to Customer's specifications may pose a hazard or create an unsafe environment for persons or property in the vicinity of the Display; or
- (b) any part of the Property upon which the Display is to be installed may be unsafe or pose a hazard for Installer's workers while preparing the site and/or installing the Display; or
- (c) Customer has failed to provide adequate power sources to run the Display.

#### 8. Warranty

- (a) Installer will test all lights at the completion of the installation and will leave the Display fully functional. Leased items in the Display will include a warranty through the end of December and there is no warranty provided on customer owned items that were installed. The Installer will replace

- 4 -

any defective or non-working items within 48 hours upon being notified in writing by Customer. Items not covered under warranty will be billed at time and materials.

- (b) Installer will not be responsible for any defects or damage associated with weather conditions or vandalism, including but not limited to wind, rain, snow, ice, extreme cold or theft. Repairs will be billed at time and materials.

**9. Installer Not Liable**

Installer, its owners, employees, agents and subcontractors shall not be held liable for any damage to the Property due to the installation, including damage caused by light clips, staples, hooks or other means of attaching the Display according to Customer's approved design, or for losses suffered by Customer or other persons on Customer's property for inconvenience, personal discomfort, or temporary loss of use or enjoyment of the Property as a result of Customer's decision to retain Installer's services hereunder.

**10. Taxes**

Contractor shall be responsible for remitting its own income taxes, worker's compensation and other employment taxes.

**11. Permits and Licenses; Compliance with Laws**

Contractor shall procure any required permits or licenses, pay all charges, taxes and fees, and give all notices necessary and incidental to the provision of its services. Contractor shall comply with all federal, state, county and municipal laws, regulations and codes pertaining to the performance of its obligations hereunder.

**12. Indemnification**

Contractor shall defend, indemnify and hold harmless Customer, its officers, directors, employees, agents and representatives from and against any and all actions, costs, claims, losses, expenses and/or damages, including legal fees, whether incurred prior to the institution of litigation, during litigation, or on appeal arising out of or resulting from the conduct of any activity hereby authorized or the performance of any requirement imposed pursuant to this Contract, however caused or occasioned, unless caused by the willful misconduct or gross negligence of Customer.

**13. Insurance**

Installer agrees to maintain, at its sole expense, comprehensive general liability insurance at a minimum amount of \$1,000,000.00, and to indemnify and hold Customer harmless from any and all claims arising from any negligent act or omission of Installer. Installer is responsible for carrying worker's compensation insurance on its employees. Installer shall provide Customer with proof of any such insurance, upon request.

**14. Marketing Rights**

Installer reserves the right, and Customer hereby grants Installer the right, to use photographs and/or video images of the Property for Installer's marketing purposes.

**15. Independent Contractor**

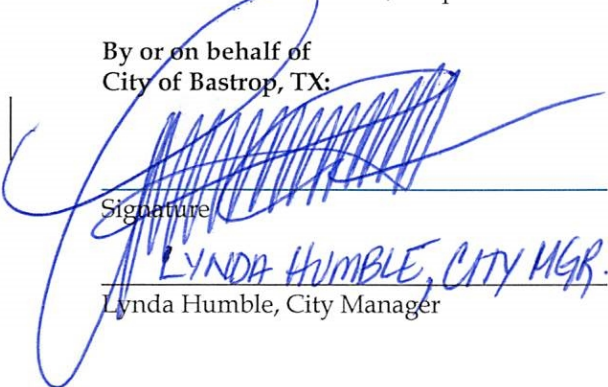
The parties agree that Installer is an independent contractor, and that this Contract does not create a relationship of employment, partnership, joint venture or otherwise between the parties.

16. Miscellaneous Provisions

- (a) This Contract constitutes the entire agreement, whether written or verbal, between the parties with respect to the subject matter hereof, and shall not be supplemented, modified or amended except by an instrument in writing executed by both parties.
- (b) Installer shall not be held liable for any delay or inability to perform its obligations hereunder due to accidents, acts of God, inclement weather or other circumstances beyond Installer's reasonable control.
- (c) This Contract shall be governed by and construed in accordance with the laws of Texas. Any legal actions, claims or demands shall be handled in a court of competent jurisdiction within Texas.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the date first above written.

By or on behalf of  
City of Bastrop, TX:



Signature

LYNDA HUMBLE, CITY MGR.

Lynda Humble, City Manager

By or on behalf of  
DecorIQ, LLC:

Mark Metzger

Signature

Mark Metzger

Print Name & Title (if any)

**Schedule "A"  
Customer Information**

CUSTOMER NAME:	City of Bastrop	
Billing Address:	PO Box 427	
City / State (Prov) / Zip (Postal) Code	Bastrop, TX 78602	
Phone Number(s):	Work: 512-332-8920 Mobile: Fax:	Residence: Pager:
Email Address(es):		
Method of Payment:	<input type="checkbox"/> Cash <span style="margin-left: 200px;"><input type="checkbox"/> Company check</span> <input checked="" type="checkbox"/> PO # _____ <span style="margin-left: 50px;">Deposit paid: \$ _____</span>	
Address of the property at which the Display is to be installed:	Downtown Main St. (Spring - Walnut) Fisherman's Park/June Hill Pape Riverwalk, 1200 Willow	
<b>Price Quote*</b>		
Installation fee <i>Additional hours will be billed at the rate of \$60/hour.</i>		74525.00
<i>Optional large scale decor options (i.e. tunnel; type to be determined):</i>		35000.00
Sales tax		<u>\$0.00</u>
<b>TOTAL DUE:</b>		<b>\$109,525.00</b>
Date: <u>09</u> / <u>25</u> / <u>2018</u>		
Customer Signature: _____	<i>Mark Metzger</i>	



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**Schedule "B"**  
**Items and Services to be Provided in the Installation**

Refer to Exhibit "A" RFP PK-2018-01.

If there is any discrepancy in any term or condition between the Christmas Light Installation Contract and the RFP, the RFP requirements shall prevail.

ORIGINAL



**City of Bastrop**  
**REQUEST FOR PROPOSAL**

PROPOSAL REFERENCE NUMBER: **PK-2018-01**

PROJECT TITLE: **HOLIDAY LIGHTING AND DECORATION  
LEASE, INSTALLATION, MAINTENANCE,  
AND REMOVAL**

Projected Dates and Times with Respect to this RFP:

Request for Proposal Release Date	May 31, 2018
Proposal Due and Opening	June 15, 2018
City Council Approval	<del>July 10, 2018</del> 8/14/18 Res 2018-59

**Bidders must submit complete original Proposal Packet**  
*No proposals submitted after the above deadline will be accepted.*

Contact: David Junek, Parks and Recreation Superintendent at [djunek@cityofbastrop.org](mailto:djunek@cityofbastrop.org).



The City of Bastrop is accepting Competitive Sealed Proposals for **HOLIDAY LIGHTING AND DECORATION LEASE, INSTALLATION, MAINTENANCE, AND REMOVAL** for the period of November 2018 through January 2019.

**THE COMPLETE ORIGINAL BID PACKET MUST BE SUBMITTED.** Documents will be received by the City Secretary's office, located at 1311 Chestnut Street, PO Box 427, Bastrop, Texas 78602 **UNTIL 2:00 P.M. LOCAL TIME, Friday, June 15, 2018.** Proposals will be publicly opened and read aloud on that day for products/services listed above.

Specifications, proposal forms and instructions are posted on [www.cityofbastrop.org](http://www.cityofbastrop.org) for vendors to download. The City is not responsible for any vendor's costs associated in the preparation of the proposal. Also, should a vendor bid an alternate product, any test costs to prove equality of product will be at the expense of the vendor, not the City of Bastrop.

Any proposals received after the time and date listed above, regardless of the mode of delivery, shall be returned unopened.

**Any technical questions should be directed to David Junek, Parks and Recreation Superintendent at [djunek@cityofbastrop.org](mailto:djunek@cityofbastrop.org).**

The City of Bastrop reserves the right to reject any or all bids, in whole or part, to waive any informality in any bid, and to accept the bid which, in its discretion, in the best interest in the City of Bastrop.

David Junek, Parks and Recreation Superintendent

**BIDDERS-READ VERY IMPORTANT**

**\*\*\* PROPOSER IS TO SUBMIT THE COMPLETE ORIGINAL PACKET TO FACILITATE EVALUATION. IF THE COMPLETE ORIGINAL PACKET IS NOT SUBMITTED, YOUR PROPOSAL MAY BE CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION. \*\*\***

- PROPOSAL PACKET:** You must submit every document specified in the proposal packet.
- PERIOD OF CONTRACT:** Contract will be for the period of November 2018 through January 2019 with an option to renew for one (1) year periods for a maximum of three (3) years.
- GENERAL CONDITIONS:** This contract shall be for the primary purpose of providing, installing, maintaining, and removing holiday lighting and decorations at the following locations:

  - Fisherman’s Park/June Hill Pape Riverwalk Trail
  - Downtown Bastrop

Funding for this project is contingent upon approval by the City Council in the FY19 budget year.

The City of Bastrop reserves the right to purchase services from the next two lowest proposals should the primary vendor (low bidder) be unable to supply the requirements of the City. The next lowest bidder shall be called, if also unable to supply, the third lowest bidder shall be called. If none of the three lowest bidders are able to supply services as required, the City of Bastrop reserves the right to purchase services on the open market.
- ORDERING:** Services provided (which includes leased materials) under this contract shall be ordered by the issuance of a purchase order by the City of Bastrop.
- CANCELLATION OF CONTRACT:** The City of Bastrop may terminate this contract with a thirty (30) day written notice.
- INVOICING AND INSURANCE:** Invoices and insurance will be sent to the following:  
City of Bastrop Public Works Department  
C/O Parks and Recreation Superintendent  
PO Box 427  
Bastrop, TX 78602
- NON-APPROPRIATION FUNDS:** Non-appropriation of funds for services or purchases by the City of Bastrop shall render this contract null and void.
- INSURANCE REQUIREMENTS:** Please read the City of Bastrop insurance requirements. Make sure you can meet them as listed. If you are awarded the bid, you must be able to obtain the necessary insurance within five (5) days.
- QUESTIONS:** Any technical questions regarding these specifications or contract may be directed to David Junek, Parks and Recreation Superintendent, at [djunek@cityofbastrop.org](mailto:djunek@cityofbastrop.org) on Monday through Friday, between the hours of 7:00 a.m. and 3:30 p.m.

**INTENT**

It is the intent of these specifications to describe the Holiday Lighting and Decoration Lease, Installation, Maintenance and Removal for which the City of Bastrop is requesting bids, in order to establish a one-season contract with an option to renew for one (1) year periods for a maximum of three (3) years.

- Following City Council approval, successful Proposer will be awarded a contract for one (1) holiday season from November 2018 through January 2019. If service has been satisfactory, the contract may be renewed for one (1) year periods for a maximum of three (3) years.
- The contract may be terminated by either party upon written thirty (30) days' notice prior to cancellation. Continuing non-performance of the vendor in terms of following specifications shall be a basis for termination by the City of this contract.
- The City may award orders to secondary vendors in cases where contract cannot be fulfilled by the primary source receiving the award.

**MINIMUM SPECIFICATIONS**

The City of Bastrop is requesting proposals for Holiday Lighting and Decoration Lease, Installation, Maintenance and Removal. Proposals should include the complete cost for the products and labor for lighting installation, maintenance, and removal. All products supplied are leased to the City of Bastrop for the entire contract period. All labor and products shall meet the City of Bastrop specifications included in this RFP.

Associated maps, locations, and representational photos of the holiday lighting and decorations are provided as "Exhibit A". A Bid Sheet is included as "Attachment A" and must be completed and submitted with Proposal. Totals from the Bid sheet must be reflected on "Exhibit A". Additional information, including qualifications, staffing, and safety plan, must be completed and submitted on "Attachment B".

The Contractor shall install holiday lighting and decorations between Monday, November 5, 2018 and Tuesday, November 20, 2018. Following the holiday season, the Contractor shall remove holiday decorations and lighting from January 7, 2019 through Tuesday, January 15, 2019. The Contractor shall provide repair and/or service of lights that malfunction during the contract period.

**LIQUIDATED DAMAGES FOR DELAY**

**LIQUIDATED DAMAGES FOR DELAY:** Time is of the essence in the completion of projects under this contract because the completion of these projects is for a specified holiday season. While it is difficult to determine the exact amount of damages which the City of Bastrop and the citizens and taxpayers of Bastrop may suffer as a result of any delay in the completion of projects under this contract, it is recognized by all parties to this contract that such damages will occur in the event of failure to complete projects as outlined in paragraph two of Minimum Specifications. Accordingly, for each and every day a project list remains in an unfinished state after the expiration of the time for completion specified in paragraph two of Minimum Specifications, the City of Bastrop shall withhold and deduct from the Contractor's total compensation and payment under this contract the sum per day given in the following schedule, as liquidated damages.

<b>Amount of Contract</b>	<b>Amount of Liquidated Damages</b>
Less than \$5,000	\$60.00 per day
\$5,000 to \$14,999.99	\$80.00 per day
\$15,000 to \$24,999.99	\$100.00 per day
\$25,000 to \$49,999.99	\$120.00 per day
\$50,000 to \$99,999.99	\$160.00 per day
\$100,000.00 to \$1,000,000.00	\$240.00 per day

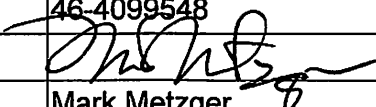
More than \$1,000,000.00

\$500.00 per day

This provision is understood to be a good faith attempt to settle upon an estimate of the actual damages that will be suffered by the City of Bastrop as a result of any delay in completing this contract within the above specified time, and this provision is accepted by the Bidder and the City of Bastrop as such. This provision shall not in any way be construed to impose a "penalty" upon the Bidder.

**TERMINATION CLAUSE:** Either party may terminate this agreement by providing the other party thirty (30) days prior written notice to terminate.

**SIGNATURE AND COMPANY INFORMATION**

Company Name	Décor IQ
Mailing Address	25014 Kiowa Creek
Physical Address	"same as above"
City, State, Zip Code	San Antonio, Texas, 78255
Phone Number	210-831-0874
Fax Number	n/a
Email Address	mmezger@decoriq.net
Tax ID Number	46-4099548
Signature of Authorized Agent	
Printed Name of Authorized Agent	Mark Metzger
Title	Co-owner, Vice President
Date	June 14, 2018

**SUBMITTAL OF PROPOSAL**

**REMEMBER, EACH VENDOR IS TO SUBMIT THE COMPLETE ORIGINAL PROPOSAL PACKET TO FACILITATE EVALUATION. IF THE COMPLETE ORIGINAL PACKET IS NOT SUBMITTED, YOUR PROPOSAL MAY BE CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION.**

Be sure the submission envelope is completely and properly identified and sealed, showing the proposal reference number, proposal due date and project name in the lower left-hand corner. Failure to comply may result in a late proposal delivery. **LATE PROPOSALS WILL NOT BE ACCEPTED!**

**Mailing Address or Hand Delivery or Delivery Service**

**City of Bastrop, City Hall  
City Secretary's Office  
1311 Chestnut Street  
PO Box 427  
Bastrop, Texas 78602**

**PROPERLY IDENTIFIED ENVELOPE (10" x 13" Clasp or Sealed Envelope)**

<b>(RETURN ADDRESS)</b>	<b>(STAMP)</b>
<p style="text-align: center;"><b>CITY OF BASTROP CITY SECRETARY'S OFFICE 1311 CHESTNUT STREET PO Box 427 BASTROP, TEXAS 78602</b></p>	
<p><b>PROPOSAL REFERENCE NUMBER: PK-2018-01 PROPOSAL DUE DATE AND OPENING: Friday, June 15, 2018 at 2:00 P.M. PROJECT NAME: HOLIDAY LIGHTING AND DECORATION LEASE, INSTALLATION AND REMOVAL</b></p>	

SUPPLEMENTAL INFORMATION

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare and affirm that no person or officer in this sole proprietorship, partnership, corporation, or board has, or will have during the term of this contract, a prohibited interest as that term is defined in Article 1.15, Divisions 1,2, and 3. Code of Ethics, or Conflict of Interest, of the City of Bastrop City Charter and Articles, of the Bastrop Code of Ordinances.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Décor IQ  
\_\_\_\_\_

Name of Contractor

By: [Handwritten Signature]  
(Signature)

Mark Metzger  
\_\_\_\_\_

(Print Name)

Co-Owner, Vice President  
\_\_\_\_\_

(Title)

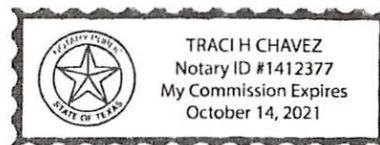
Date: 6-15-2018

STATE OF Texas §

COUNTY OF Bastrop §

SUBSCRIBED AND SWORN TO before me this 15<sup>TH</sup> day of June, 2018.

[Handwritten Signature]  
\_\_\_\_\_



Notary Public, State of Texas



**STATE RECIPROCAL REQUIREMENT**

The City of Bastrop, as a governmental agency of the State of Texas, may not award a contract for general construction, improvements, services or public works projects or purchases of supplies, materials, or equipment to a non-resident bidder unless the non-resident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder to obtain a comparable contract in the state in which the non-resident's principal place of business is located (Article 601 g v.t.e.s.).

Bidder shall answer all the following questions by encircling the appropriate response or completing the blank provided.

1. Where is your principal place of business? San Antonio, Texas
2. Only if your principal place of business is not in the State of Texas, please indicate:
  - A. In which state is your principal place of business located? \_\_\_\_\_
  - B. Does that state favor resident bidders (bidders in your state) by some dollar increment or percentage?  YES  NO
  - C. If "YES," what is that dollar increment or percentage? \_\_\_\_\_

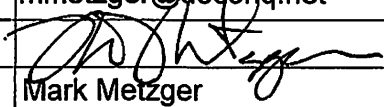
**NON-COLLUSION STATEMENT**

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporations, firms, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employer or agent to any other person engaged in this type of business prior to the official opening of this bid.

### EXECUTION OF OFFER

It is understood by the undersigned that the right is reserved by the Bastrop City Council to reject any or all written Proposals for this service. The prices stated in response to the RFP includes the furnishings of all products. In compliance with this RFP, and subject to all of the conditions herein, the undersigned offers and agrees to furnish any or all commodities or services at the prices quoted.

Signing this Proposal with a false statement is a material breach of Contract and shall void the submitted Proposal or any resulting Contracts and the Proposer may be removed from all Proposal lists. By signature below the Proposer certifies that it has not given, offered to give nor intends to give any economic opportunity, future employment, gift, loan, gratuity, discount, trip, favor or service to anyone in connection with this Proposal.

Company Name	Décor IQ
Mailing Address	25014 Kiowa Creek
Physical Address	"same as above"
City, State, Zip Code	San Antonio, Texas, 78255
Phone Number	210-831-0874
Fax Number	
Email Address	mmezger@decoriq.net
Signature of Authorized Agent	
Printed Name of Authorized Agent	Mark Metzger
Title	Co-Owner/Vice President
Date	June 14, 2018

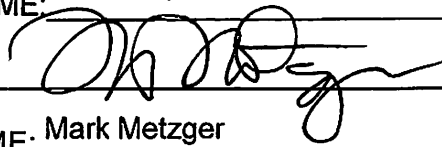
### ACCOUNTS REFERENCE LISTING

All proposers should enclose an Accounts Reference Listing, having a minimum of three (3) customers where the proposer has supplied the items and services listed in this bid.

Please provide company name, contact person, address, phone number and email address (if known).

Company Name	Contact Person	Address	Phone Number	Email Address (if known)
The Pearl	Natalie Smith	303 Pearl Parkway, S.A., TX 78215	210-487-0873	nsmith@pearlbrew
City of Round Rock	Dave Buzzell	221 East Main ST. Round Rock TX	210-218-5447	
City of Georgetown	Trish Long	113 E. 8th St. Georgetown, TX 78626	512-931-0714	trish.long@george
City of San Marcos	Samantha Armbrus	317 N. LBJ Dr. San Marcos TX 78666	512-393-8430	

COMPANY NAME: Décor IQ

SIGNATURE: 

PRINTED NAME: Mark Metzger

**FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY**

Disadvantaged Business Enterprises (DBE) are encouraged to participate in City of Bastrop's bid/proposal process. The City contact referenced on this Request for Proposal will provide additional clarification on specifications, assistance with Bid Proposal Forms and further explanation of bidding procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

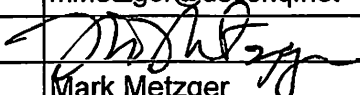
The City of Bastrop recognizes the certifications of both the State of Texas General Services Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact

State of Texas HUB Program  
Texas Building Procurement Com.  
PO Box 13047  
Austin, TX 78711-3047  
**(512) 463-5872**

**OR**

North Central Texas  
Regional Certification Agency  
624 Six Flags Drive, Suite 216  
Arlington, Texas 76011  
**(817) 640-0606**

If your company is already certified, attach a copy of your certification to this form and return with your bid.

Company Name	Décor IQ
Mailing Address	25014 Kiowa Creek
Physical Address	"same as above"
City, State, Zip Code	San Antonio, Texas, 78255
Phone Number	210-831-0874
Fax Number	n/a
Email Address	mmetzger@decoriq.net
Signature of Authorized Agent	
Printed Name of Authorized Agent	Mark Metzger
Title	Co-owner/Vice President
Date	June 14, 2018

**CHECK ALL THAT APPLY:**

- Minority-Owned Business Enterprises
- Women-Owned Business Enterprises
- Disadvantaged Business Enterprises

**CITY OF BASTROP  
COOPERATIVE PURCHASING FORM**

Should other Government Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications, and pricing would apply?

Yes

No

If you, the Vendor checked yes, the following will apply: Government entities utilizing Inter-Governmental Contracts with the City of Bastrop will be eligible, but not obligated, to purchase materials/services under this contract(s) awarded as a result of this proposal. All purchases by Governmental Entities other than the City of Bastrop will be billed directly to that Governmental Entity and paid by that Governmental Entity. The City of Bastrop will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their own material/service as needed.

**CITY OF BASTROP  
INDEMNIFICATION**

The Contractor agrees to indemnify, hold harmless and defend the City of Bastrop, its officers, agents and employees, both past and present, from and against liability for any and all claims, liens, suits, demands, and actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, (including court costs, attorneys' fees and other reasonable costs of litigation) arising out of or resulting from Contractor's work and activities conducted in connection with or incidental to this Contract and from any liability arising out of or resulting from intentional acts or negligence of the Contractor, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of Contractor, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.

It is the express intention of the parties hereto, both the City and the Contractor, that the indemnity provided for in this Contract indemnifies and protects the City from the consequences of the Contractor's own negligence.

The Contractor further agrees that it shall at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, employees, subcontractors, licensees, invitees, and other persons, as well as their property, while in the vicinity where the work is being done. It is expressly understood and agreed that City shall not be liable or responsible for the negligence or other fault of the Contractor, its officers, agents, employees, subcontractors, licensees, invitees, or other persons associated with the Contractor.

The Contractor agrees to indemnify and save the City harmless from all claims growing out of any demands of subcontractors, laborers, workers, mechanics, materialmen, and furnishers of supplies, equipment, financing or any other goods or services, tangible or intangible. When the City so desires, the Contractor shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

**INDEPENDENT CONTRACTOR**

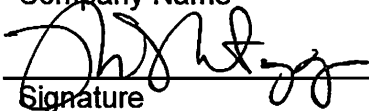
Contractor acknowledges that Contractor is an independent contractor of the City and that Contractor is not an employee, agent, official or representative of the City. Contractor shall not represent, either expressly or through implication, that Contractor is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Contractor.

Nothing contained in this Contract shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Contract.

I understand that the indemnification and Independent Contractor provisions are requirements of all City of Bastrop Contracts. I have read the provisions and agree to the terms of these provisions.

Décor IQ

\_\_\_\_\_  
Company Name

  
\_\_\_\_\_  
Signature

Co-Owner/Vice President

June 14, 2018

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**CITY OF BASTROP**  
**INSTRUCTIONS TO PROPOSER**

**1. ELIGIBLE PROPOSERS**

Proposers are limited to those persons or firms qualified and engaged in a full time business and can assume liabilities for any performance or warranty service required.

**2. PROPOSAL DELIVERY**

Proposals must be received in the City Secretary's office prior to the due date and time. It is the sole responsibility of the Proposer to ensure timely delivery of the Proposal packet. The City will not be responsible for failure of service on the part of the U.S. Postal Office, courier companies, or any other form of delivery service chosen by the Proposer. Late proposals will be returned to the proposer unopened.

Vendors are reminded that the U.S. Postal Service deliveries may be delayed. Vendors are responsible for on-time deliveries of proposal documents to the City of Bastrop, and are strongly encouraged to use alternate means, such as overnight/hand delivery carriers, or allow ample time for USPS deliveries to be received in time. Additionally, local courier firms and copy shops may accept fax copies, seal them and deliver to the City, for fees, for which the vendor bears responsibility.

**3. PROPOSAL DOCUMENTS**

**Review of Documents:** Proposers are expected to examine all documents that make up the proposal. Proposers shall promptly notify the City of any omission, ambiguity, inconsistency or error that they may discover upon examination of the bid. The City assumes no responsibility for any errors or misrepresentations that result from the use of incomplete proposals.

**Location of Documents:** The Department Head or designee issues Proposals. The location and method of contact is specified in the advertisement and the Proposal.

**Preparation of Proposal:** Each Proposer must furnish the information required by the Proposal on the documents provided. Proposals submitted on other than the forms included in the Proposal package may be considered non-responsive. Any attempt to alter the wording in the Proposal may result in rejection.

**Taxes:** Purchases of goods or services for City use are usually exempt from City, State, and most Federal Taxes. Proposals may not include exempted taxes. The successful Proposer should request a Tax Exemption Certificate from the Finance Department if needed. Under no circumstances shall the City be liable to pay taxes for which the City has an exemption.

**Brand Name or Equal:** If the bid indicates brand name or “equal” products are acceptable, the Proposer may bid an “equal” product as an alternate but must be prepared to demonstrate those features that render it equal. Final determination of a product as an “equal” solely remains with the City.

**Delivery Time:** Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility. Delivery time, if stated as a number of days, will be based on calendar days. Time is of the essence in any City purchase. If the indicated date cannot be met, or the date is not indicated, the bidder shall state its best delivery time. Failure to meet delivery times quoted may be grounds for cancellation of contract.

**Prices:** Bids shall be firm unless otherwise specified. In the event of a discrepancy between unit price and extended price, the unit price shall govern.

**Signature:** The Proposer must sign each document in the proposal requiring a signature (when applicable). If addenda are issued, the Proposer must initial any physical change made to the proposal.

**Bid bond:** If a bid bond is required for this purchase, the requirement will be reflected in the specifications of the bid package. Cashier’s check or an acceptable bid bond in the amount indicated (or in the amount of 5% of the total of the bid submitted) must be submitted at the time the bid is submitted. The bid bond company must be licensed to do business in the State of Texas.

**Proprietary Information:** All documents submitted to the City become public property and are subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the Proposal to be disclosed, each page must be identified and clearly marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

**Proposal Preparation Costs:** All costs associated with preparing a Proposal in response to a solicitation shall be borne by the Proposer.

**Payment Terms:** All payment terms shall be “Net 30 Days” unless specified in the bid document.

**Credentials:** Copies of W-9, business licenses, professional certifications or other credentials, together with evidence that Proposer, if a corporation, is in good standing and qualified to conduct business in Texas must be included in the Proposal packet.



#### 4. SUBMISSION OF PROPOSAL

Unless otherwise specified, Proposers are required to submit the following:

- “original” signed Proposal packet;
- one (1) **copy** of original Proposal packet;
- flash drive of completed Proposal packet documents

**Documents Required With Proposal: ALL DOCUMENTS MUST BE SUBMITTED WITH EACH PROPOSAL PRIOR TO THE DUE DATE.**

**Addendums:** Receipt of Addendums must be acknowledged by signing and returning Addendums with the Proposal, if requested. It is the Proposer’s responsibility to obtain, review, sign and return any and all addendums, if requested. Addendums are available through [www.cityofbastrop.org](http://www.cityofbastrop.org) (when applicable) and in the City Secretary’s office. Failure to return any and all issued addendums, if requested may adversely affect the proposer’s opportunity for award.

#### 5. MODIFICATIONS OR WITHDRAWAL OF PROPOSAL

**Modification of Proposal:** Proposals may be modified in writing at any time prior to the due date and time.

**Withdrawal of Proposal:** Proposals may be withdrawn in writing or by facsimile (provided that the facsimile is signed by the Proposer) at any time prior to the due date. A Proposal may also be withdrawn in person by a Proposer, provided the withdrawal is made prior to the due date. The Proposer must sign a receipt of withdrawal.

No Proposals may be withdrawn after the due date without forfeiture of the bid security (if required), unless there is a material error in the Proposal. Withdrawn Proposals may be resubmitted, with or without modifications, up to the due date. The City may require proof of agency from person withdrawing bid.

#### 6. OPENING OF PROPOSALS

The Parks and Recreation Department representative responsible for opening Proposals shall confirm the time and announce the RFP opening. The representative shall then personally and publicly open and read aloud all Proposals received on time.

#### 7. EVALUATION FACTORS AND AWARD

**Evaluation:** Proposers may furnish pricing for all or any portion of the bid (unless otherwise specified). However, the City may evaluate and award the contract for any item or group of items shown on the Proposal, or any combination deemed most advantageous to the City. Proposals that specify an “all or none” award may be considered if a single award is advantageous.

**Award:** The City of Bastrop shall award the bid to the lowest responsible Proposer or to the Proposer who provides goods or services at the best value for the City. When determining the “best value”, the following (example) criteria will be considered as amended in section 252.043 of the Texas Local Government Code:

1. Purchase Price;
2. Reputation of the bidder and the bidder’s goods/services;
3. Quality of the bidder’s goods or services;
4. Extent to which the goods or services meet the municipality’s needs;
5. Bidder’s past relationship with the municipality;
6. Impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities;
7. Total long-term cost to the municipality to acquire the bidder’s goods or services; and
8. Any relevant criteria specifically listed in the request for bids or proposals.

**Total long-term cost may include specification conformance, delivery requirements, the life expectancy, cost of maintenance and operation, operating efficiency, training requirements, disposal value, warranties and other factors contributing to the overall acquisition cost of the product/services.**

**Acceptance of Proposal:** Acceptance of a Proposal for a one-time purchase will be in the form of a Purchase Order. Acceptance of a Proposal for a supply or service agreement will also be in the form of a Purchase Order. Subsequent purchase releases may be issued as appropriate. The contents of a Proposal shall become a part of the contract. Under no circumstances will the City be responsible for goods or services provided without an acceptance signed by an authorized City representative.

**Reservations:** The City expressly reserves the right to:

1. Specify approximate quantities in the bid;
2. Extend the bid opening date and time;
3. Consider and accept alternate bids, if specified in the bid documents, when most advantageous to the City;
4. Waive as an informality minor deviations from specifications, provided they do not affect competition or result in functionally unacceptable goods or services;
5. Waive any minor informality in any bid or bid procedure (a minor informality is one that does not affect the competitiveness of the bidder);
6. Add additional terms or modify existing terms in the bid;
7. Reject a bid because of unbalanced unit bid prices;
8. Reject or cancel any or all bids;
9. Reissue a bid; and/or
10. Procure any item by other means.

## 8. POST-BID DOCUMENTS REQUIRED FROM SUCCESSFUL PROPOSER

**Certificates of Insurance:** When insurance is required, the Proposer must provide certificates of insurance in the amounts and for the coverage required to the Public Works Department within five (5) business days after notification of intent to award, or as otherwise required by the Proposal specifications.

**Payment, Performance, and Maintenance Bonds:** When payment, performance, and/or maintenance bonds are required, the bidder must provide the bonds, in the amounts and on the conditions required, within fifteen (15) working days after notification of intent to award, or as otherwise required by the bid specifications.

## 9. CONTRACTOR SELECTION

If awarded, the contract shall be based on the City's evaluation criteria and compliance with bid requirements.

## 10. COMPLIANCE WITH LAWS

The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules and regulations, and lawful orders of any public authority bearing on the performances of the services. This agreement and the rights and obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of Texas. The Contractor warrants and covenants to the City that all services will be performed in compliance with all applicable federal, state, county, and city health and safety codes, rules and ordinances including, but not limited to, the Texas Industrial Safety and Health Act, and the Workers Right to Know Law.

**CITY OF BASTROP  
STANDARD TERMS AND CONDITIONS**

1. **INSTRUCTIONS:** READ THIS DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

Standard Terms and Conditions apply to all advertised bids; however, these may be superseded, whole or in part, by the **Instructions to Proposers** or data contained herein.

**\*\*\* VENDOR TO SUBMIT THE COMPLETE ORIGINAL PROPOSAL PACKET TO FACILITATE EVALUATION. IF THE COMPLETE ORIGINAL PROPOSAL PACKET IS NOT SUBMITTED, YOUR PROPOSAL MAY BE CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION. \*\*\***

2. SHOULD YOU CHOOSE NOT TO BID, FAILURE TO RETURN THE FORM STATING YOUR REASON FOR NOT BIDDING BEFORE THE RESPONSE DUE DATE/TIME MAY RESULT IN REMOVAL OF YOUR FIRM FROM THE BIDDER'S LIST.
3. **These Standard Terms and Conditions apply to any procurement of product or services.**
4. **MAKE-MODEL:** Please quote as listed or give equal. If item offered is other than as indicated, Proposer must state make, model, and part number of product quoted. Equality will be determined by the specifications.
5. **SPLIT-AWARDS:** The City of Bastrop reserves the right to award a separate contract to separate vendors for each item/group, or to award one contract for an entire bid.
6. **ALTERNATE AWARD:** The City of Bastrop reserves the right to award a vendor bid as an "ALTERNATE AWARD". The alternate vendor's bid shall remain in effect for the term of the awarded contract. Should the primary vendor become unable or unwilling to complete the contract term; the alternate vendor will be notified in writing of their official contract and start date. All terms and conditions of the original Proposal will remain in effect.
7. **PRICING:** Funding is contingent upon approval by the City Council for the project in the Fiscal Year 2019 budget which begins October 1, 2018. Price(s) quoted must be held firm until that date to allow for evaluation unless otherwise noted in the bid document.

8. **PAYMENT TERMS:** All Payment terms shall be net 30, and shall be made on approved invoices in accordance with the Texas Prompt Payment Act.
9. **SPECIFICATION-SAMPLES:** Any catalog, brand name, or manufacturer's reference in the Request for Proposal is descriptive and NOT restrictive, and is used to indicate type and quality level desired for comparison unless otherwise noted. Bids on brands of like nature and quality will be considered unless specifically excluded. If bidding on other than reference, Proposal must certify article offered is equivalent to specifications. Samples, if required, shall be furnished free of expense to the City. **SAMPLES SHOULD NOT BE ENCLOSED WITH PROPOSAL UNLESS REQUESTED.**
10. **DELIVERY PROMISE-PENALTIES:** Proposals MUST show the number of calendar days required to placing the materials in the possession of the City. DO NOT quote shipping dates. Consistent failure of a Proposer to meet delivery promises without valid reason may be cause for removal from the Bidder's List. When Delivery delays can be foreseen, the Proposer shall give prior notice to the designated City contact who shall have the right to extend the delivery due date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.
11. **PACKAGING:** Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free delivery and storage.
12. **CORRESPONDENCE:** The proposal reference number must appear on ALL correspondence, inquiries, etc., pertaining to the bid/quotation.
13. **PATENT RIGHTS:** The vendor agrees to indemnify and hold the City harmless from any and all claims involving patent right infringement or copyrights on goods supplied.
14. **EVALUATION:** Response to specification is primary in determining the Lowest Responsible Bid.
15. **FUNDING:** The City of Bastrop is a home-rule, municipal, government operated and funded on October 1<sup>st</sup> to September 30<sup>th</sup> fiscal year; accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available
16. **ASSIGNMENT:** The successful bidder shall not assign, sell, transfer or convey this contract in whole or in part, without the prior written consent of the City.
17. **AUDIT:** The City of Bastrop reserves the right to audit the records, as it pertains to this proposal, and performance of the successful bidder during the term of the contract and for three years after the contract is completed.

18. **INSURANCE:** The City requires vendor(s) to carry the minimum insurance as required by State Law.
19. **PROTEST:** All protests regarding the Proposal solicitation process must be submitted in writing to the Department Head or designee listed in this document within five (5) working days following the opening of Proposals. This includes all protests relating to advertising of Proposal notices, deadlines, openings, and all other related procedures under the Local Government Code, as well as any protest relating to alleged improprieties with the bidding process.
  - This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Council by contacting the City Secretary. All staff recommendations will be made available for public review prior to consideration by the City Council.
  - Failure to Protest within the time allotted shall constitute a waiver of any protest.
20. **BID SUMMARY SHEET:** Proposer desiring a copy of the bid summary/tabulation may request same by enclosing a self-addressed stamped envelope with Proposal. **BID RESULTS WILL NOT BE GIVEN BY TELEPHONE.** If you have any questions, please contact the City of Bastrop Public Works Department (512) 332-8920.
21. **LATE PROPOSALS:** Proposals received in the City Secretary's office after submission deadline shall be returned unopened and will be considered void and unacceptable. The City of Bastrop is not responsible for lateness of mail, carrier, etc.
22. **ALTERING PROPOSALS:** Proposals cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the Proposal, guaranteeing authenticity.
23. **PRESENTATION OF PROPOSALS:** No oral, telegraphic, telephonic, or facsimile Proposals will be considered.
24. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or effect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made by the City of Bastrop in writing.
25. **ADDENDUMS:** Any interpretations, corrections, or changes to this Proposal and Specifications will be made by an addendum. Sole authority to issue addendum shall be vested in the City of Bastrop. Addendum will be sent to all who are known to have received a copy of the Request for Proposal. Proposers shall acknowledge receipt of all addendums by signing and returning in proposal packet (if requested).
26. **INDEMNIFICATION:** Contractor Shall, release, defend, indemnify and hold harmless the City and its officers, agents and employees from and against all damages, injuries (including death), property damages (including loss of use),

losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to, or resulting from the performance of the work or caused by the negligent act or omission of contractor, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom contractor is legally responsible (hereinafter "claims"). Contractor is expressly required to defend City against all such claims.

In its sole discretion, City shall have the right to select or to approve defense counsel to be retained by contractor in fulfilling its obligation hereunder to defend and indemnify city, unless such right is expressly waived by City in writing. City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of contractor's obligation to defend City or as a waiver of contractor's obligation to indemnify City pursuant to this contract. Contractor shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this contract. If contractor fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and contractor shall be liable for all costs incurred by City.

27. **TERMINATION FOR DEFAULT:** The City of Bastrop reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to either: 1) meet delivery schedules; or 2) otherwise conform to these specifications. Breach of contract or default authorizes the City to award bid to another bidder, purchase elsewhere, and charge the full increase in cost and handling to the defaulting successful bidder.
28. **TESTING:** City of Bastrop reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.
29. **REMEDIES:** The successful bidder and City of Bastrop agree that each party have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
30. **VENUE:** This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Bastrop County, Texas.
31. **SILENCE OF SPECIFICATION:** The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial products and practices are to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the specifications in this bid shall be made on the basis of this statement. The items furnished under this contract shall be new, unused,

of the latest product in production to commercial trade, and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

32. **NO BIDS:** If bidder does not wish to bid at this time but wishes to remain on the bid list for this product/service, please submit a "NO BID" by the same time and at the same location as stated for bidding. If response is not received in the form of a "BID" or "NO BID" for three (3) consecutive request for bids/quotes, bidder shall be removed from bid list. If, however, you choose to "NO BID" this product and/or service and wish to remain on bid list for other commodities and/or services, please state particular product and/or service under which you wish to be classified. The City of Bastrop is very conscious and extremely appreciative of the time and effort you have expended to submit a bid. We would appreciate you indicating on your "NO BID" response any requirements of this bid request, which may have influenced your decision to "NO BID".
33. **F.O.B/DAMAGE:** Bids shall be F.O.B. inside Delivery, Municipal Facility, Bastrop, Texas, and shall include all delivery and packaging costs. The City of Bastrop assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.
34. **BID OPENINGS:** All Proposals submitted will be read at the City's regularly scheduled bid opening for the designated project. **However, the reading of a Proposal at bid opening should not be construed as a comment on the responsiveness of such Proposal or as any indication that the City accepts such Proposal as responsive.**

The City will make a determination as to the responsiveness of Proposals submitted based upon compliance with all applicable laws, City of Bastrop purchasing guidelines, and project documents, including but not limited to the project specifications and contract documents. The City will notify the successful Proposer upon award of the contract and, according to state law, all Proposals received will be available for inspection at that time.

35. **TERMS:** The terms and conditions of the Proposal will be considered when evaluating for award. The City will compute and consider prompt payment discounts, if any, offered by a vendor in determining the low bid.
36. **NAME BRANDS:** Specifications may reference name brands and model numbers. It is not the intent of the City Of Bastrop to restrict these Proposals in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to existing like items. Offerors may offer items to equal stature and



the burden of proof of such stature rests with offerors. City of Bastrop shall act as sole judge in determining equality and acceptability of products offered.

37. **RIGHT OF INSPECTIONS:** City shall have the right to inspect the goods upon delivery before accepting them. Vendor shall be responsible for all charges for the return to vendor of any goods rejected as being nonconforming under the specifications.
38. **CONTRACT RENEWALS:** Renewals may be made ONLY by written agreement between the City of Bastrop and the offeror.
39. **TITLE AND RISK OF LOSS:** The title and risk of loss of goods shall not pass to the City of Bastrop until the City actually receives and takes possession of the goods at the point (s) of delivery, after inspection and acceptance of goods.
40. **CONFLICT OF INTEREST:** The Contractor covenants and agrees that Contractor and its officers, employees, and agents will have no interest, including personal financial interest, and will acquire no interest, either directly or indirectly, which will conflict in any manner with the performance of the services called for under this Contract. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or services, except on behalf of the City or in compliance with the provisions of the City of Bastrop Personnel Policies and Procedures Manual. Any violation of this provision shall render this contract voidable at the discretion of the City.
41. **TARGET BASTROP:** In performing this contract, Contractors agrees to use diligent efforts to purchase all goods and services from Bastrop businesses whenever such goods and services are comparable in availability, quality, and price.
42. **DISABILITY:** In accordance with the provisions of the Americans With Disabilities Act of 1990 (ADA), Contractor warrants that it and any and all of its subcontractors will not unlawfully discriminate on the basis of disability in the provision of services to general public, nor in the availability, terms and/or conditions of employment for applicants for employment with, or employees of Contractor or any of its subcontractors. **Contractor warrants it will fully comply with ADA's provisions and any other applicable federal, state and local laws concerning disability and will defend, indemnify and hold City harmless against any claims or allegations asserted by third parties or subcontractors against City arising out of Contractor's and/or its subcontractor's alleged failure to comply with the above-referenced laws concerning disability discrimination in the performance of this contract.**

43. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the contract, in whole or in part, without cause any time upon thirty (30) days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease placing orders and all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent funds are appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
44. **NO THIRD-PARTY BENEFICIARY:** For purposes of this contract, including its intended operation and effect, the parties to this contract specifically agree and contract that: (1) the agreement only affects matters/disputes between the parties to this contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entity may be in a contractual relationship with City or Contractor or both; and (2) the terms of this contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or Contractor.
45. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A prospective bidder must affirmatively demonstrate bidder's responsibility. The City of Bastrop may request representation and other information sufficient to determine bidder's ability to meet these minimum standards including but not limited to:
- A. Have adequate financial resources, or the ability to obtain such resources as required;
  - B. Be able to comply with the required or proposed delivery schedule;
  - C. Have satisfactory record of performance;
  - D. Have a satisfactory record of integrity and ethics;
  - E. Be otherwise qualified and eligible to receive an award.
46. **NON-RESIDENT BIDDERS:** Texas Government Code, Chapter 2252: Non-resident Bidders. Texas law prohibits cities and governmental units from awarding contracts to a non-resident unless the amount of such bid is lower than the lowest bid by a Texas resident by the amount a Texas resident would be required to underbid in the non-resident bidder's state.
47. **ALTERNATE AWARD:** The City of Bastrop reserves the right to award a vendor's bid as an "ALTERNATE AWARD". The alternate vendor's bid shall remain in effect for the term of the awarded contract. Should the primary vendor become unable or unwilling to complete the contract term, the alternate vendor will be notified in writing of their official contract and start date. All terms and conditions of the original bid will remain in effect.

**NO BID SHEET FOR**

**PK-2018-01**

If your firm has chosen not to submit a bid for this procurement, please complete this form and submit to:

**City of Bastrop  
Parks & Recreation Department  
1209 Linden Street  
PO Box 427  
Bastrop, TX 78602**

Please check the items that apply:

- Do not sell the item(s) required.
- Cannot be competitive.
- Cannot meet the Specifications highlighted in the attached Bid.
- Cannot provide Insurance required.
- Cannot provide Bonding required.
- Cannot comply with Indemnification requirements.
- Job too large.
- Job too small.
- Do not wish to do business with the City.
- Other reason.

Company Name:

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Authorized Officer or Agent Signature:

---

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax Number: (\_\_\_\_) \_\_\_\_\_

## INSURANCE COVERAGE REQUIRED

**SECTION A.** The awarded vendor shall furnish a completed Insurance Certificate to the City within five (5) days after the award, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverage's, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. **THE CITY SHALL HAVE NO DUTY TO AWARD THIS CONTRACT UNTIL CERTIFICATES HAVE BEEN DELIVERED TO THE CITY.**

**SECTION B.** The City reserves the right to review the insurance requirements of this section during the effective period of the contract end to require adjustment of insurance coverage's and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Vendor.

**SECTION C.** Subject to the Vendor's right to maintain reasonable deductibles in such amounts as are approved by the City, the Vendor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof; at the Vendor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City of Bastrop, in the following type(s) and amount(s):

### 1. *Worker' Compensation*

- (a) Statutory Limits:
- (b) Employers' Liability - Worker's compensation with the policy endorsed to provide a waiver of subrogation as to the city, employer's liability insurance of not less than \$100,000 for each accident.

### 2. *General Liability*

- (a) Combined bodily injury - \$1,000,000 per occurrence and property damage
- (b) General - \$1,000,000 aggregate. Where work is being performed in connection with an existing facility owned or leased by the City, the policy shall include fire legal liability of not less than \$100,000 per occurrence.

### 3. *Auto Liability*

- (a) Bodily injury - \$500,000
- (b) Property damage - \$300,000 or combined single limits. Comprehensive automobile and truck liability insurance, covering owned, hired and non-owned vehicles, with minimum limits of \$300,000, combined single limit each occurrence, for property damage, such insurance to include coverage for loading and unloading hazards.

Certificates of insurance of each policy shall be delivered to the Public Works office along with a statement of endorsement from each insurance company that such policy shall not be canceled, non-renewed, or materially changed without thirty days written notice being given the City. Prior to the effective date of cancellation of such insurance, non-renewal, or material change, Vendor shall deliver to the City a replacement certificate in compliance with this contract.

The Vendor will assume complete responsibility for any claim of property damage, loss, theft, or bodily injury, which may directly or indirectly arise from the Operation's performance under the terms of the contract. The Vendor will hold harmless, release, and defend the City from all claims of liability that directly or indirectly arise under the terms of the contract. The Vendor will be required to furnish the City a certificate and copies of public liability insurance in the minimum amount of \$1,000,000 for combined single limits.

- Alternatively, a State of Texas Certificate of Self-Insurance may be furnished in lieu of a certificate evidencing Worker's Compensation Insurance. Employers who have rejected the Act, and have not been certified as self-insured employers, may not be eligible for a contract award.

NOTE: The City of Bastrop shall be named as an additional insured party on Contractor's general liability policy and any excess/umbrella liability insurance policies.

# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY	
Date Received	

1 Name of person who has a business relationship with local governmental entity.

Mark Metzger

2  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes  No

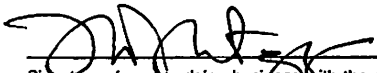
B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes  No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes  No

D. Describe each employment or business relationship with the local government officer named in this section.

4   
Signature of person doing business with the governmental entity

June 14, 2018  
Date

Form TGC 2270

**VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270**

Contract identifier: \_\_\_\_\_

Department: \_\_\_\_\_

By signing below, Company hereby verifies the following:

1. Company does not boycott Israel; and
2. Company will not boycott Israel during the term of the contract.

SIGNED BY:

*[Handwritten Signature]*

Print Name of Person:  
Signing, Title, and  
Company

Mark Metzger  
Co-owner, Vice President Decor IQ

Date signed:

6-15-2018

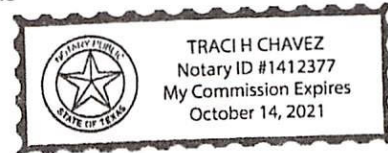
STATE OF TEXAS §  
COUNTY Franklin §

BEFORE ME, the undersigned Notary Public on this day personally appeared Mark Metzger (Name), on behalf of Decor IQ (Company) who being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN AND SUBSCRIBED TO before me, this 15<sup>th</sup> day of June, 20 18.

*[Handwritten Signature]*  
NOTARY OF PUBLIC,  
FOR THE STATE OF TEXAS

My Commission Expires:  
OCT. 14, 2021



Government Code § 2270.002. Provision Required in Contract  
Effective: September 1, 2017

A governmental entity may not enter into a contract with a company for goods or 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.

**The following definitions apply:**

(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.

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

(3) "Governmental entity" means a state agency or political subdivision of this state.

**State law requires verification from a Company for contracts involving goods or services (regardless of the amount) before the City can enter into the contract.**

EXHIBIT A

# Professional Holiday Lighting and Decoration Lease, Installation, Maintenance, and Removal

---

*This is an "all or nothing" bid.*

Please include the following in the total cost of your proposal:

**Installation and Removal of Lights and Decorations:**

**Total Product and Labor Cost**

*(Should match totals from Exhibit A)*

1.) Downtown Main St. (Spring St. – Walnut St.)	\$ <u>28,320.00</u>
2.) Fisherman's Park/June Hill Pape Riverwalk Bastrop "River of Lights" 1200 Willow St.	\$ <u>46,205.00</u>
<b>Total Contract price</b>	\$ <sup>0</sup> <u>74,525.00</u>



**Attachment A- Bid Sheet**  
**Christmas Lighting and Decoration Products and Services**  
**Downtown - Including Installation, Maintenance, and Removal**

No.	Description	Specifications	Estimated Quantity	Cost Per Unit (tree, foot, etc.)	Total
1	Install/remove lights in trees (trunks, branches, canopies).	The bidder will install/remove, per tree, an average of 12,000 warm white 5mm LED lights with 4" bulb spacing on green wire installed on the trunk and branches at a 4" spaced wrap and installed in the leaves on the outer canopy of the tree. Note: In 2017 the largest tree took 16,000 lights to light the trunk, branches and canopy.	13 trees	1,800.00	23,400.00
2	Install/remove lighted garland on lamp posts.	The bidder will install/remove garland with a minimum of 14' wide green LED lit artificial pine branch garland with no fewer than 250 tips per 9'.	18 posts	\$ 140.00	2,520.00
3	Install/remove ornamented garland on lamp posts in Pine Street parking lot.	The bidder will install/remove ornamented garland that will be wrapped around the lamp posts with spacing no more than 4 feet between wraps.	15 posts	\$ 160.00	2,400.00

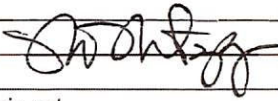
**Fisherman's Park/June Hill Pape Riverwalk - Including Installation, Maintenance, and Removal**

No.	Description	Specifications	Estimated Quantity	Cost Per Unit (tree, foot, etc.)	Total
1	Install/remove lights on pipe railing and fencing.	The bidder will install/remove lights on all pipe fencing/railing. It will be wrapped in warm white LED lights. The bulbs are to be 5mm, concave and spaced no more than 4 inches apart. The spacing between wraps are to be no more than 4' apart. Most of the fencing/railing is located within the main area of the park. This also include the stairway entrances behind the Gastrop Public Library, Wells Fargo, and Ferry Park. NOTE: For railings that have 3 sections & 3 horizontal rails per section, only the bottom 2 rails and outermost of each section will be wrapped.	12,000 feet	1.00	12,000.00
2	Install/remove lights on black iron fencing.	The bidder will install/remove lights on a section of black iron fencing halfway down the Riverwalk. The top and bottom horizontal rails will be wrapped in warm white LED lights. The bulbs are to be 5mm, concave and spaced no more than 4" apart. The spacing between wraps will be no more than 4' apart, or at least 1 wrap in between vertical rails.	850 feet	1.00	850.00
3	Install/remove light wraps on trees inside the park and along the Riverwalk.	The bidder will install/remove lights in designated trees in the park and along the Riverwalk. These trees will be wrapped 14' high in warm white LED lights. This includes from base of the trunk and all branches up to the 14' mark. The bulbs are to be 5mm, concave and spaced no more than 4" apart. The spacing between wraps are to be no more than 4' apart. These trees will be marked at the base with white paint.	65 trees	150.00	9,750.00
4	Install/remove light wraps/drops on trees along the Riverwalk	The bidder will install/remove lights in designated trees along the Riverwalk. These trees will be wrapped 14' high in warm white LED lights and will include blinking light drops. This includes the base of the trunk and all branches up to the 14' mark. The bulbs are to be 5mm, concave and spaced no more than 4" apart. The spacing between wraps are to be no more than 4' apart. The light drops shall not exceed 20" in length and shall be at a reasonable height above the ground. Trees will be marked at the base with blue paint.	25 trees	205.00	5,125.00
5	Install/remove lighted garland on lamp posts in the park and along the Riverwalk.	The bidder will install/remove garland with a minimum of 14' wide green LED lit artificial pine branch garland with no fewer than 250 tips per 9'. Each will include outdoor nylon 18" red structural bows at the top of the light poles.	42 posts	140.00	5,880.00
6	Install/remove lighted garland on overlooks along the Riverwalk.	The bidder will install/remove garland with warm white LED lights that will be fixed in a method in the bidders best judgment along the top railing of each of the overlooks.	2 overlooks	450.00	900.00
7	Install/remove tree of lights	The bidder will install/remove 12' tree of lights in the park. The spots will be identified before the time of installation.	3 trees	900.00	2,700.00
8	Install/remove large Christmas tree	The bidder will install/remove a 24' branched frame tree that is warm white LED lighted and ornamented. It will include a 3' star topper.	1 tree	9,000.00	9,000.00

*MM*  
6-15-2018

**LIGHT TUNNEL: Fisherman's Park/June Hill Pape Riverwalk - Including Installation, Maintenance, and Removal**  
**OPTIONAL BID: This option is separate and apart from the base bid and will be awarded separately, if chosen by the City.**

No.	Description	Specifications	Estimated Quantity	Cost Per Unit (tree, foot, etc.)	Total
1	Lighted tunnel to be placed in either Fisherman's Park or along the June Pape Riverwalk. (TBD)	3-D round tunnel with aluminum frame with LED lights.	50 feet	35,000.00	35,000.00

COMPANY NAME: Decor IQ  
 SIGNATURE OF AUTHORIZED REPRESENTATIVE:   
 PRINTED NAME: Mark Metzger  
 EMAIL ADDRESS: mmetzger@decoriq.net

\*By the signature hereon affixed, the bidder hereby certifies that neither the bidder nor the entity represented by the bidder, or anyone acting for such entity has violated the antitrust laws of this State, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the

**ATTACHMENT B**

**A. Additional Instructions and General Conditions**

By submitting a Proposal, Proposer represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of providing quality personnel to achieve the City's objectives.

Submitted Proposals are not to be copyrighted.

**B. Execution of Agreement**

The agreement for services shall be signed by the successful Proposer and returned with the required insurance within five (5) days, not including Sundays and legal holidays, after the City has provided written notice that the contract has been awarded. Failure to execute agreement and file acceptable insurance documents as provided herein shall be just cause, at City option, for annulment of the contract award.

Should the successful Proposer decline to execute a contract, City Council has the option to either reject all Proposals and call for new Proposals or accept one of the other Proposals.

**C. Award**

The City will evaluate and award based on completeness of bid packet, price quoted, qualifications, and references.

**D. Qualifications (Complete a-d below) Please leave no blanks. Put N/A if applicable.**

a.) Provide a brief profile of the firm such as the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size, and location of offices; and number of employees.

Décor IQ is a Texas based corporation founded in 2014. Décor IQ offers professional holiday décor display design, sales, lease, installation and removal services to organizations and municipalities throughout Texas. Décor IQ has one primary office in San Antonio, Texas and employees 11 full time permanent employees, and 40 full time temporary employees.

b.) Provide a general description of the firm's financial condition and identify any conditions (i.e. bankruptcy, pending litigation, planned office closures, impending merger) that may impede Proposer's ability to complete the work.

Décor IQ is of strong and stable financial condition. There is no bankruptcy, pending litigation, planned office closures or impending mergers.

c.) Describe the firm's experience in providing similar work and highlight the participation in such work by the proposed staff for this RFP.

Décor IQ has significant experience providing similar holiday décor installation services. Décor IQ's owners have holiday décor installation experience dating back to 1995. Our proposed staff has extensive experience installing and removing large scale holiday décor displays for municipalities throughout Texas.

d.) Identify subcontractors, by company name, address, contact person, telephone number, and their function in relating to the work under this RFP (if applicable).

No subcontractors will be used.

**E. Staffing (Complete a – b below)**

a.) Provide list of key personnel to perform work under this proposal and a description of their applicable work experience. *(Key personnel must be available for the duration of the work and no key personnel shall be removed or replaced without the prior written concurrence of the City.)*

Abraham Rajezi - 7 years of holiday décor installation/removal experience  
Everado Esqueda - 10 years of holiday décor installation/removal experience  
Jose Garcia- 10 years of holiday décor installation/removal experience

b.) If applicable, list any required licenses of key personnel needed to perform the work under this Proposal.

N/A

**F. Pricing**

a.) Pricing is to be based on description and specifications in ATTACHMENT A and in EXHIBIT A. Any exceptions to, or deviations from, the requirements of this RFP where Proposer wishes to propose alternative approaches to meeting the City's requirements, should be thoroughly explained below:

**G. Approach Plan**

a.) You will be responsible for any unnecessary damage to landscape and properties. Will you be able to protect the turf from damage caused by lift trucks? If so, how?

Yes, primarily by limiting driving on turf,, and secondly putting down plywood to protect turf if necessary, and where lifts are imperative. We will not drive on wet turf unless absolutely necessary to keep the lighting schedule and fill in any ruts or tire tracks if required.

b.) Maintenance Plan

Describe plan to ensure maintenance of lighting and decorations throughout the term of the contract.

Regular post installation visits to the site to proactively identify any issues and check for potential problems. 24 to 48 hour response to display outages or issues. A site inspection prior to City scheduled special events such as a lighting ceremony or parade.

c.) Safety Plan

Describe safety plan to ensure all employees and equipment during holiday light installation and removal. The City expects awarded vendor to follow all OSHA Regulations and electronic devices are prohibited from premises that are not required to be used while operating equipment or spotting communications.

Do all your employees have the necessary safety training and fall equipment needed? If not, please explain.  YES  NO

We have regularly scheduled safety courses to ensure all employees operate in a safe manner that follows OSHA regulations and procedures. All climbing gear and fall protection is up to date.

**H. SCOPE OF WORK**

Please initial indicating your acknowledgment of the following requirements:

*DM* Lighting and decorations will be installed between Monday, November 5, 2018 and Tuesday, November 20, 2018. Lights should be fully tested by November 20<sup>th</sup>.

*DM* Lighting and decorations will be removed between the period of Monday, January 7, 2019 through Tuesday, January 15, 2019.

*DM* Proposer will provide lights that are commercial grade light emitting diode ("LED") and prices will include installation and removal of all provided materials including, but not limited to, extension cords, clips and other items as needed. All products shall be leased to the City from November 5, 2018 for the contract period.

*Om* Proposer shall provide repair and/or service of lights that malfunction within 2 days of notification of such malfunction. Vendor must supply after hours phone number for reporting maintenance.

After Hours Number: 210-831-0874

*Om* Samples of all lighting and decorations shall be preapproved by City staff prior to installation.

**PROPOSAL CHECKLIST**

Use this checklist to ensure that all required documents have been included in the proposal and appear in the correct order.

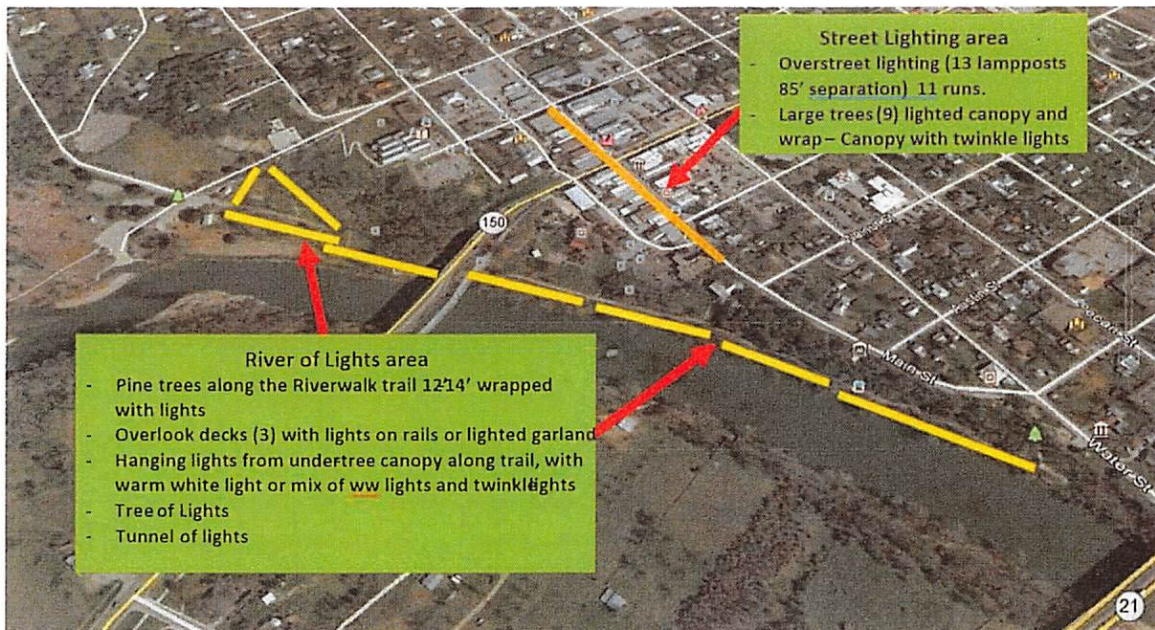
DOCUMENT	INITIAL TO INDICATE DOCUMENT IS ATTACHED TO PROPOSAL
Complete RFP Packet, copy, & flash drive with all forms. *	<i>Om</i>
Credentials (W-9, licenses, proof of good standing etc.)	<i>Om</i>
Conflict of Interest Disclosure *	<i>Om</i>
"Does Not Boycott Israel" *	<i>Om</i>
Holiday Light and Decoration Summary	<i>Om</i>
Attachments A and B *	<i>Om</i>

\*Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of proposal.

## MAPS: GENERAL AREAS AND SPECIFIC LOCATIONS

- I. General Project Area Overview Map
- II. Downtown – Main Street (Spring Street – Walnut Street)
- III. Bastrop “River of Lights”  
Fisherman’s Park/June Hill Pape Riverwalk  
1200 Willow St, Bastrop, TX 78602

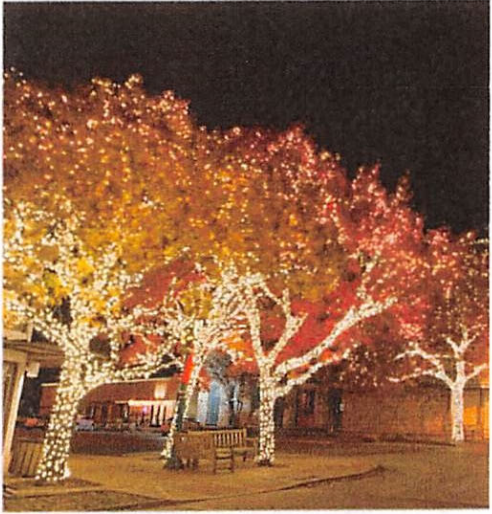
### I. General Project Area Overview Map



## II. Downtown: Main St. Trees (Spring St. – Walnut St.)



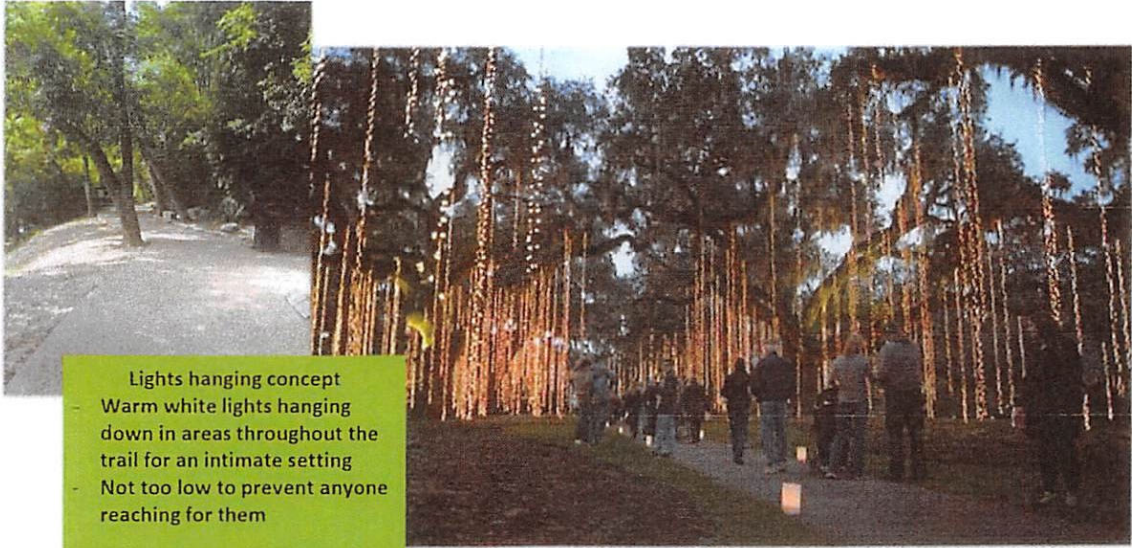
Lighted trunks and canopy mixed with twinkle lights.



**III. Bastrop “River of Lights”  
Fisherman’s Park & June Hill Pape Riverwalk  
1200 Willow St.**

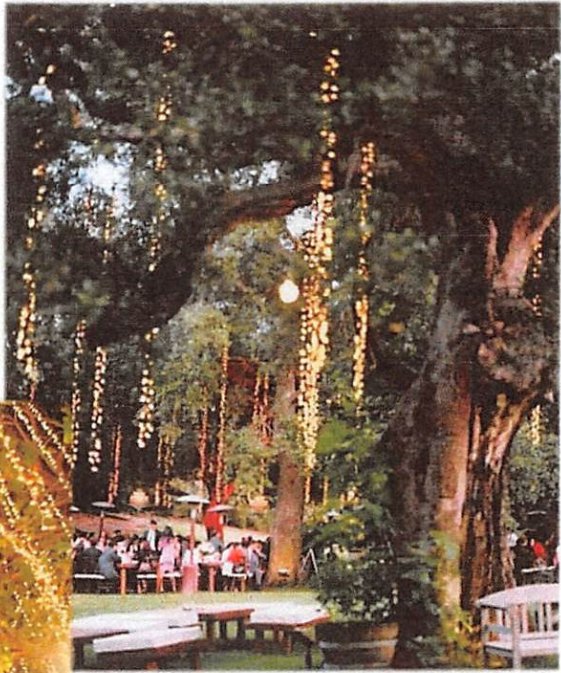
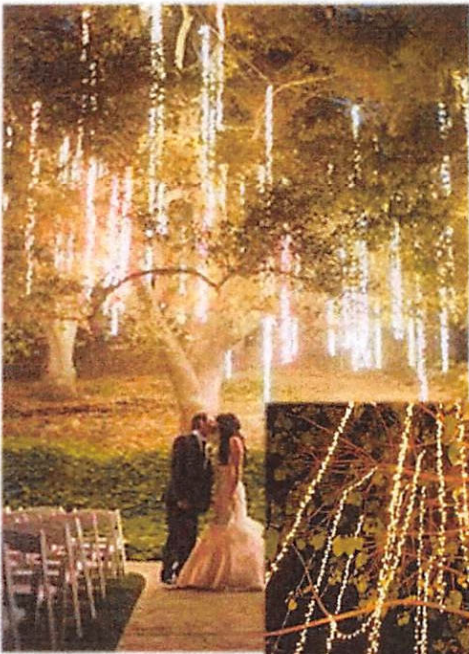


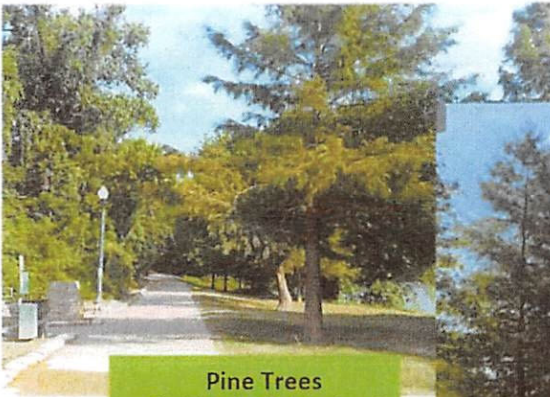




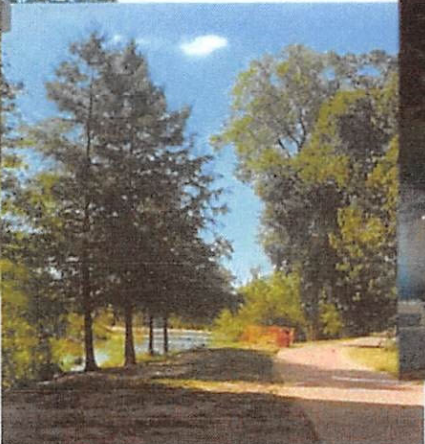
Lights hanging concept

- Warm white lights hanging down in areas throughout the trail for an intimate setting
- Not too low to prevent anyone reaching for them

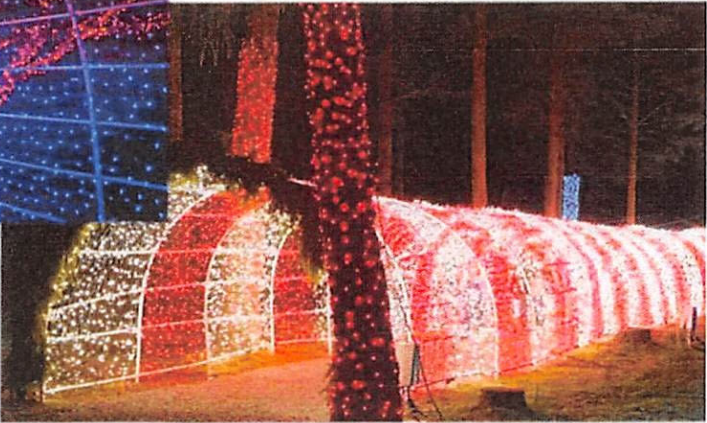




**Pine Trees**  
- Option to light pine trees similar in height throughout the trail



**Light Tunnels**  
- Can explore the cost associated with building a light tunnel in the park, and/or in the trail

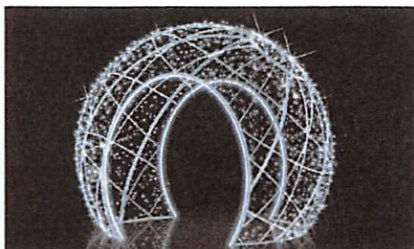


ALTERNATIVES TO THE OPTIONAL "TUNNEL" BID.

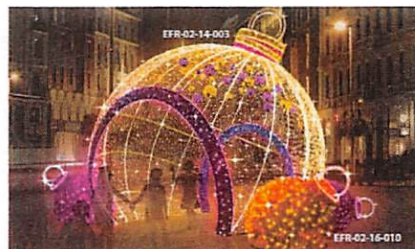
IF INTERESTED IN THESE OPTIONS, WILL NEED TO CALL  
FOR PRICING.

Large Scale Outdoor  
Décor Options

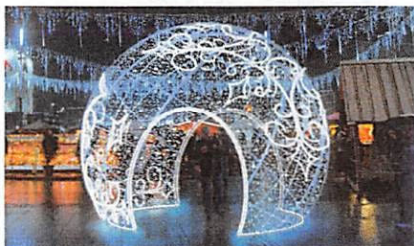
- Call for pricing which is dependent on timing of order



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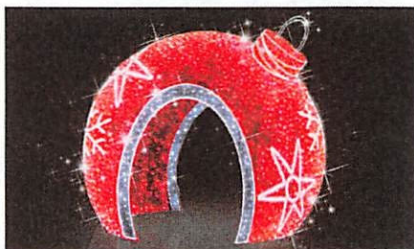
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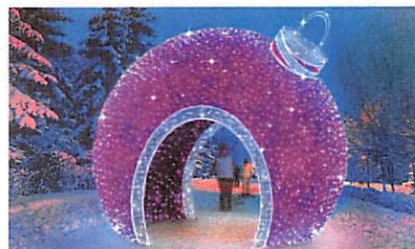
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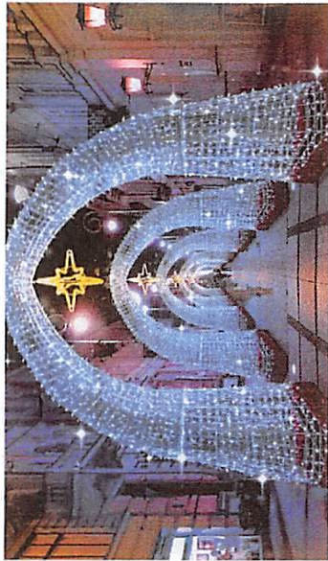


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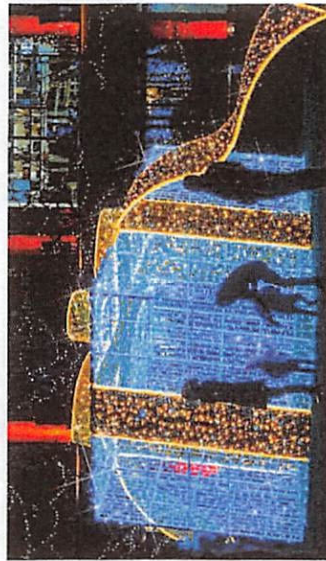


Garland Covered LED Illuminated Arches

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 6 H



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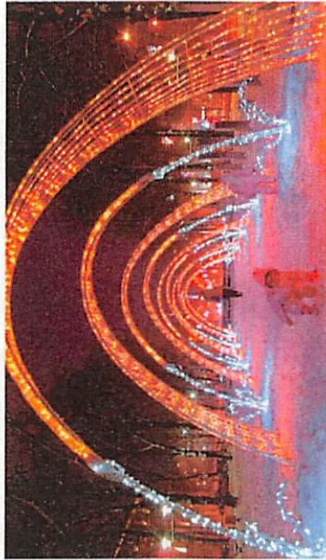
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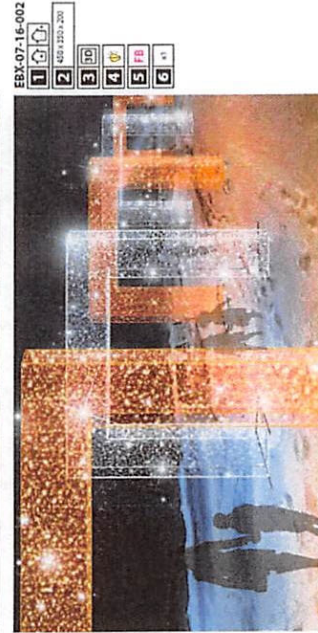
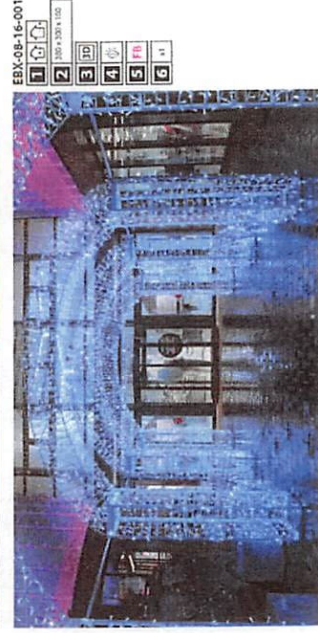


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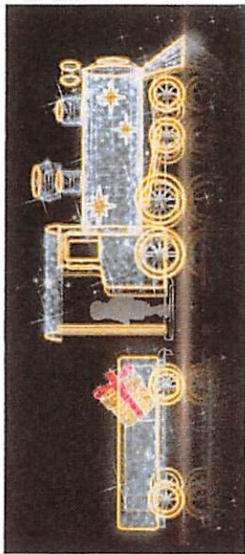


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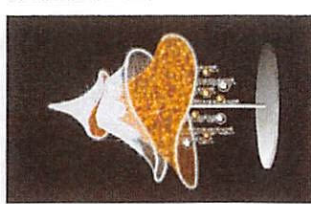




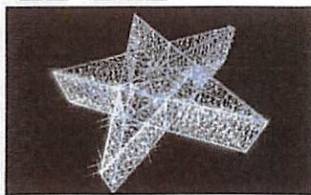
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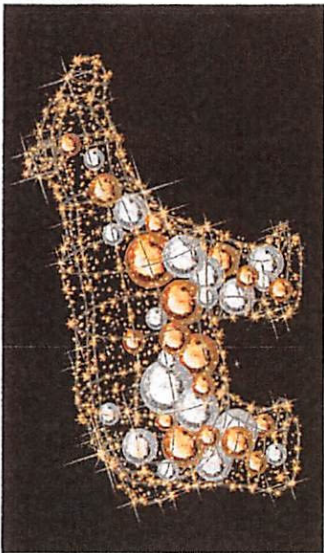
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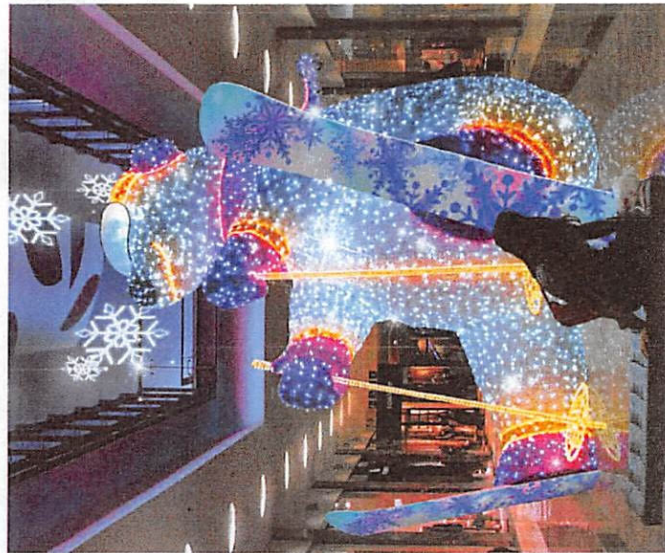
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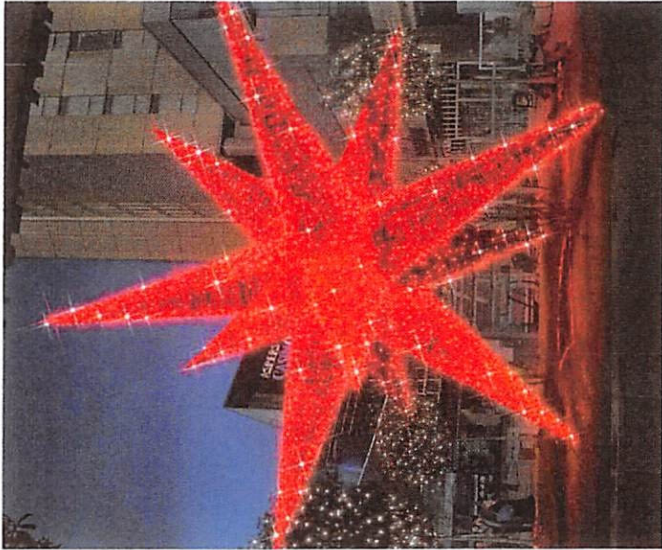


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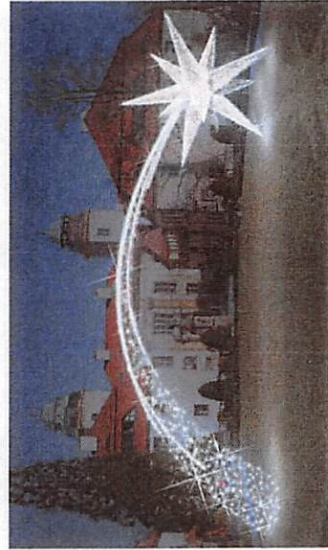




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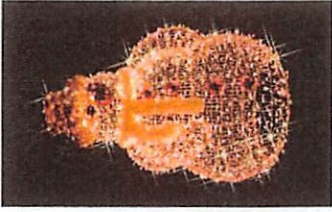
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EFP-01-14-003  
1 2 3 4



EFP-05-14-001  
1 2 3 4



EFP-05-14-001  
1 2 3 4 5



EFP-05-14-003  
1 2 3 4 5



# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**Decor IQ**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

- Individual/sole proprietor or single-member LLC
- C Corporation
- S Corporation
- Partnership
- Trust/estate
- Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_  
**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
- Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.

**25014 Kiowa Creek**

6 City, state, and ZIP code

**San Antonio, Texas 78255**

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.  
See Specific Instructions on page 3.

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

				-			-				
--	--	--	--	---	--	--	---	--	--	--	--

or

**Employer identification number**

4	6	-	4	0	9	9	5	4	8
---	---	---	---	---	---	---	---	---	---

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**

Signature of U.S. person ▶

*Mark Metzger*

Date ▶ **June 15, 2018**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Decor IQ  
San Antonio, TX United States

Certificate Number:  
2018-410753

Date Filed:  
10/03/2018

Date Acknowledged:

**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.**  
PK-2018-01  
Holiday Lighting and Decoration Lease, Installation, Maintenance and Removal

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Alban, John	San Antonio, TX United States	X	
Metzger, Mark	San Antonio, TX United States	X	

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is Mark Metzger, and my date of birth is November 23 '63

My address is 8731 Turning Leaf, Boerne, Tx, 78015, U.S.A.  
(street) (city) (state) (zip code) (country)

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

Executed in Bexar County, State of Texas, on the 3<sup>rd</sup> day of October, 2018.  
(month) (year)

  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)



# CERTIFICATE OF LIABILITY INSURANCE

Item 11H.

DATE (MM/DD/YYYY)  
09/26/2018

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).

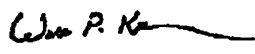
<b>PRODUCER</b> BKCW Insurance, Risk Management & Benefits 2100 Trimmer Rd. Suite 100 Killeen TX 76541	<b>CONTACT NAME:</b> Amber Garza CISR <b>PHONE (A/C, No. Ext):</b> (254) 699-7100 <b>E-MAIL ADDRESS:</b> a.garza@bkow.com	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Decor IQ, LLC; 360 Enterprises, LLC. 25014 Kiowa Creek San Antonio TX 78255	<b>INSURER A:</b> United Fire & Casualty Co.	<b>NAIC #</b> 13021
	<b>INSURER B:</b> Texas Mutual Insurance Company	<b>NAIC #</b> 22945
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

**COVERAGES**      **CERTIFICATE NUMBER:** CL1891122992      **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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			85320071	11/15/2017	11/15/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			85320071	11/15/2017	11/15/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			85320071	11/15/2017	11/15/2018	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	0001276085	09/19/2018	09/19/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 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)  
The General Liability and Auto Liability policy includes a blanket automatic additional insured endorsement [CG20330413, CG20370413] that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

<b>CERTIFICATE HOLDER</b> City of Bastrop 1311 Chestnut Street PO Box 427 Bastrop TX 78602	<b>CANCELLATION</b> 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 
--	---

DAVID  
JUNEK

Item 11H.

**FROM**

**TO**

Name: Amber Garza

Phone:

Fax: 2547810271

5123328819

E-mail: a.garza@bkcw.com

Sent: 9/16/19

at: 11:08:50 AM

20 page(s) (including cover)

Subject: 2019-2020 Decor IQ, LLC

Comments:



**Amber Garza, CIC, CISR** | Account Manager  
2100 Trimmer Rd, Suite 100  
Killeen, Texas 76541  
☎ [254.699.7100](tel:254.699.7100)  
[bkcw.com](http://bkcw.com)

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (M) **Item 11H.**  
09/16/2019

**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).**

<b>PRODUCER</b> BKCW Insurance, Risk Management & Benefits 2100 Trimmier Rd. Suite 100 Killeen TX 76541	<b>CONTACT NAME:</b> Amber Garza CIC CISR <b>PHONE (A/C, No, Ext):</b> (254) 699-7100 <b>E-MAIL ADDRESS:</b> a.garza@bkcw.com	<b>FAX (A/C, No):</b> (254) 699-6680
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Decor IQ, LLC; 360 Enterprises, LLC. 25014 Kiowa Creek San Antonio TX 78255	<b>INSURER A:</b> EMCASCO Insurance Company	<b>NAIC #</b> 21407
	<b>INSURER B:</b> Employers Mutual Casualty Company	21415
	<b>INSURER C:</b> Texas Mutual Insurance Company	22945
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** CL1991625865      **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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			5D95546	11/15/2018	11/15/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			5E95546	11/15/2018	11/15/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			5J95546	11/15/2018	11/15/2019	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	0001276085	09/19/2019	09/19/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 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)**

The General Liability and Auto Liability policy includes a blanket automatic additional insured endorsement [CG7578.3(06/17); CG7650(10/13); CA7450(11/17)] that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

### CERTIFICATE HOLDER

City of Bastrop  
1311 Chestnut Street  
PO Box 427  
Bastrop TX 78602

### CANCELLATION

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



**COMMERCIAL GENERAL LIABILITY**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**GENERAL LIABILITY ELITE EXTENSION – TEXAS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended to include the following clarifications and extensions of coverage. The provisions of the Coverage Form apply unless modified by endorsement.

**A. EXPECTED OR INTENDED INJURY**

**Section I – Coverage A**, Exclusion **a.** is amended as follows:

- a.** "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.

**B. NON-OWNED WATERCRAFT**

**Section I – Coverage A**, Exclusion **g.(2)** is amended as follows:

- (2)** A watercraft you do not own that is:
  - (a)** Less than 60 feet long; and
  - (b)** Not being used to carry person(s) or property for a charge;

**C. EXTENDED PROPERTY DAMAGE COVERAGE**

**Section I – Coverage A**, Exclusions **j.(3)** and **(4)** is amended to add the following:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

SCHEDULE	
Limits Of Insurance	Deductible
\$5,000 Each Occurrence	\$250 Per Claim
\$10,000 Annual Aggregate	

- a.** The each occurrence limit listed above is the most we will pay for all damages because of "property damage" to property in the care, custody and control of or property loaned to an insured as the result of any one "occurrence", regardless of the number of:
  - (1)** insureds;
  - (2)** claims made or "suits" brought;
  - (3)** persons or organizations making claims or bringing "suits".

The aggregate limit listed above is the most we will pay for all damages because of "property damage" to property in the care custody and control of or property loaned to an insured during the policy period.

Any payment we make for damages because of "property damage" to property in the care, custody and control of or property loaned to an insured will apply against the General Aggregate Limit shown in the declarations.

- b.** Our obligation to pay damages on your behalf applies only to the amount of damages in excess of the deductible amount listed above. We may pay any part or all of the deductible amount listed above. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification by us, you will promptly reimburse us for that part of the deductible we paid.
- c.** If two or more coverages apply under one "occurrence", only the highest per claim deductible applicable to these coverages will apply.
- d.** Insurance provided by this provision is excess over any other insurance, whether primary, excess, contingent or any other basis. Since insurance provided by this endorsement is excess, we will have no duty to defend any claim or "suit" to which insurance provided by this endorsement applies if any other insurer has a duty to defend such a claim or "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.

**D. PROPERTY DAMAGE – ELEVATORS**

**Section I – Coverage A.2. Exclusions** paragraphs **j.(3), j.(4), j.(6)** and **k.** do not apply to use of elevators.

This insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured and **Section IV – Commercial General Liability Conditions Paragraph 4. Other Insurance.**

**E. FIRE, LIGHTNING OR EXPLOSION DAMAGE**

Except where it is used in the term "hostile fire", the word fire includes fire, lightning or explosion wherever it appears in the Coverage Form.

Under **Section I – Coverage A**, the last paragraph (after the exclusions) is replaced with the following:

Exclusions **c.** through **n.** do not apply to damage by fire, smoke or leakage from automatic fire protection systems to premises while 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 III – Limits of Insurance**.

**F. MEDICAL PAYMENTS**

If **Section I – Coverage C. Medical Payments Coverage** is not otherwise excluded from this Coverage Form:

The requirement, in the Insuring Agreement of Coverage **C.**, that expenses must be incurred and reported to us within **one year** of the accident date is changed to **three years**.

**G. SUPPLEMENTARY PAYMENTS**

**Supplementary Payments – Coverages A and B** Paragraphs **1.b.** and **1.d.** are replaced by the following:

**1.b.** Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

**1.d.** 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.

**H. SUBSIDIARIES AS INSUREDS**

**Section II – Who Is An Insured** is amended to add the following:

**1.f.** Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, insured does not include any subsidiary that is an insured under any other general liability policy, or would have been an insured under such a policy but for termination of that policy or the exhaustion of that policy's limits of liability.

**I. BLANKET ADDITIONAL INSUREDS – AS REQUIRED BY CONTRACT**

**1. Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) subject to provisions in Paragraph **2.** below, (hereinafter referred to as additional insured) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy provided that the written contract or agreement is:

- a. Currently in effect or becomes effective during the policy period; and
- b. Executed prior to an "occurrence" or offense to which this insurance would apply.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and
- c. Applies only if the person or organization is not specifically named as an additional insured under any other provision of, or endorsement added to, **Section II – Who Is An Insured** of this policy.

2. As provided herein, the insurance coverage provided to such additional insureds is limited to:

- a. Any Controlling Interest, but only with respect to their liability arising out of their financial control of you; or premises they own, maintain, or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- b. Any architect, engineer, or surveyor engaged by you 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:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations.

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 services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

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 "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

- c. Any manager or lessor of a premises leased to you, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
  - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
- d. Any state or governmental agency or subdivision or political subdivision, subject to the following:
- (1) This insurance applies only with respect to the following hazards for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:
    - (a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
    - (b) The construction, erection or removal of elevators; or
    - (c) The ownership, maintenance or use of any elevators covered by this insurance.
  - (2) This insurance applies only with respect to operations performed by you or on your behalf for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

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
  - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".
- e. Any 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.

With respect to the insurance afforded to these vendors, the following additional exclusions apply:

- (1) The insurance afforded any vendor does not apply to:
  - (a) "Bodily injury" or "property damage" for which any 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 any 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 any 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 any 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 any 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 any vendor; or

- (h)** "Bodily injury" or "property damage" arising out of the sole negligence of any 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 Subparagraphs **(d)** or **(f)**; or
  - (ii)** Such inspections, adjustments, tests or servicing as any 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.
- f.** Any Mortgagee, Assignee Or Receiver, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.
- This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.
- g.** Any Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.
- With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- (1)** This insurance does not apply to:
- (a)** Any "occurrence" which takes place after you cease to lease that land;
  - (b)** Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
- h.** Any person or organization from whom you lease equipment, but only with respect to 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(s) or organization(s).

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- i.** Any Owners, Lessees, or Contractors for whom you are performing operations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (1)** Your acts or omissions; or
- (2)** The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1)** "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 failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b)** Supervisory, inspection, architectural or engineering activities.

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 "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- (2) "Bodily injury" or "property damage" occurring after:
- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- j. Any Grantor of Licenses to you, but only with respect to their liability as grantor of licenses to you.
- Their status as additional insured under this endorsement ends when:
- 1. The license granted to you by such person(s) or organization(s) expires; or
  - 2. Your license is terminated or revoked by such person(s) or organization(s) prior to expiration of the license as stipulated by the contract or agreement.
- k. Any Grantor of Franchise, but only with respect to their liability as grantor of a franchise to you.
- l. Any Co-owner of Insured Premises, but only with respect to their liability as co-owner of any insured premises.
- m. Any Concessionaires Trading Under Your Name, but only with respect to their liability as a concessionaire trading under your name.
3. Any insurance provided to any additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or its agents, "employees" or any other representative of the additional insured.
4. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance:**
- If coverage provided to any additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
- a. Required by the contract or agreement; or
  - b. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.
- This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
- J. COVERAGE FOR INJURY TO CO-EMPLOYEES AND/OR YOUR OTHER VOLUNTEER WORKERS**
- Section II – Who is an Insured, Paragraph 2.a. (1)** is amended to add the following:
- e. Paragraphs (a), (b), and (c) do not apply to your "employees" or "volunteer workers" with respect to "bodily injury" to a co-"employee" or other "volunteer worker".
- Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.
- K. HEALTH CARE SERVICE PROFESSIONALS AS INSUREDS - INCIDENTAL MALPRACTICE**
- Section II – Who is an Insured, Paragraph 2.a. (1) (d)** is amended as follows:
- This provision does not apply to Nurses, Emergency Medical Technicians, or Paramedics who provide professional health care services on your behalf.
- However this exception does not apply if you are in the business or occupation of providing any such professional services.
- L. NEWLY FORMED OR ACQUIRED ORGANIZATIONS**
- Section II – Who Is An Insured, Paragraph 3.a.** is replaced by the following:
- 3.a.** Coverage under this provision is afforded until the end of the policy period.
- This provision does not apply if newly formed or acquired organizations coverage is excluded either by the provisions of the Coverage Form or by endorsements.
- M. DAMAGE TO PREMISES RENTED TO YOU**
- Section III – Limits of Insurance, Paragraph 6.** is replaced by the following:
- Subject to **5.a.** above, the Damage To Premises Rented To You Limit, or \$500,000, whichever is higher, is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke or leakage from automatic protection systems, while rented to you or temporarily occupied by you with permission of the owner.

**N. MEDICAL PAYMENTS – INCREASED LIMITS**

**Section III – Limits of Insurance**, Paragraph 7. is replaced by the following:

- 7. Subject to Paragraph 5. above, \$10,000 is the Medical Expense Limit we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, unless the amount shown on the Declarations of this Coverage Part for Medical Expense Limit states:
  - (a) No Coverage; or
  - (b) \$1,000; or
  - (c) \$5,000; or
  - (d) A limit higher than \$10,000.

**O. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**

**Section IV – Commercial General Liability Conditions** Paragraph 2. is amended to add the following:

- 1. The requirement in Condition 2.a. that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim, applies only when the "occurrence" or offense is known to:
  - (1) You, if you are an individual or a limited liability company;
  - (2) A partner, if you are a partnership;
  - (3) A member or manager, if you are a limited liability company;
  - (4) An "executive officer" or insurance manager, if you are a corporation; or
  - (5) A trustee, if you are a trust.
- 2. The requirement in Condition 2.b. that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:
  - (1) You, if you are an individual or a limited ability company;
  - (2) A partner, if you are a partnership;
  - (3) A member or manager, if you are a limited liability company;
  - (4) An "executive officer" or insurance manager, if you are a corporation; or
  - (5) A trustee, if you are a trust.

**P. PRIMARY AND NONCONTRIBUTORY – ADDITIONAL INSURED EXTENSION**

**Section IV – Commercial General Liability Conditions** Paragraph 4. **Other Insurance** is amended to add the following:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
  - (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
- However, if the additional insured has been added as an additional insured on other policies, whether primary, excess, contingent or on any other basis, this insurance is excess over any other insurance regardless of the written agreement between you and an additional insured.

**Q. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES**

**Section IV – Commercial General Liability Conditions** Paragraph 6. **Representations** is amended to add the following:

If you unintentionally fail to disclose any exposures existing at the inception date of your policy, we will not deny coverage under the Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

**R. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

**Section IV – Commercial General Liability Condition** Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products completed operations hazard".

**S. MENTAL ANGUISH**

**Section V – Definition 3.** is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

**T. LIBERALIZATION**

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

## COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS –  
AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN  
CONSTRUCTION CONTRACT – PRIMARY AND NONCONTRIBUTORY**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**A. Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of:

- a. your ongoing operations for the additional insured; or
- b. "Your work" for the additional insured and included in the "products – completed operations hazard" but only if:
  - (1) A written contract requires you to provide such coverage to such additional insured; and
  - (2) The coverage form to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law;
- b. Will not be broader than that which you are required by the contract to provide for such additional insured.
- c. Only applies if the "bodily injury", "property damage" or "personal and advertising injury" takes place subsequent to the execution of such written contract; and

d. Only applies while such written contract is in force.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

1. 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 failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural, engineering or surveying activities.

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 "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on the behalf of the additional insured.

However, if a written contract requires you to defend or indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to what is required in such written contract.

3. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this coverage form.

- C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract described in Paragraph **A.1.**; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- D.** The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary and Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
  - (2) You have agreed in writing in a contract that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
- E.** All other terms and conditions of this policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION PROVIDED BY US TO PERSON(S) OR ORGANIZATION(S) WITH WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT OR AGREEMENT**

This policy is subject to the following additional Conditions:

If we cancel this policy by notice to the first Named Insured, for any statutorily permitted reason other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to any person(s) or organization(s) with whom you have agreed in a written contract or agreement to provide such person(s) or organization(s) with a notice of cancellation but only if:

1. You have provided the name and address of such person(s) or organization(s) to your authorized agent; and
2. Your authorized agent provides us with that list within three (3) business days from the date we request it from them.

If notice is mailed, proof of mailing to the last known mailing address of such person(s) or organization(s) will be sufficient proof of notice.

**Failure to provide such notice to such person(s) or organization(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon us, our agents or our representatives.**

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ELITE EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

Section I – Covered Autos Paragraph C. Certain Trailers, Mobile Equipment, and Temporary Substitute Autos is amended by adding the following:

If Physical Damage Coverage is provided by this coverage form for an "auto" you own, the Physical Damage Coverages provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of breakdown, repair, servicing, "loss" or destruction.

The coverage provided is the same as the coverage provided for the vehicle being replaced.

B. AUTOMATIC ADDITIONAL INSURED

The Who Is An Insured provision under Covered Autos Liability Coverage is changed to include the following as an "insured":

- 1. Where Required by a Contract or Agreement the following is added:

The Who Is An Insured provision contained in the Business Auto Coverage Form is amended to add the following:

Any person or organization whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability covered by the terms of this policy, arising out of the use of a covered "auto" you own, hire or borrow and resulting from the acts or omissions by you, any of your "employees" or agents. The insurance provided herein will not exceed:

- (1) The coverage and/or limits of this policy, or
(2) The coverage and/or limits required by said contract or agreement,

whichever is less.

C. EMPLOYEES AS INSURED

The following is added to the Section II – Covered Autos Liability Coverage, Paragraph A.1. Who Is An Insured provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. EMPLOYEE HIRED AUTOS

1. Changes In Covered Autos Liability Coverage

The following is added to the Who Is An Insured provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions

Paragraph 5.b. of the Other Insurance Condition in the Business Auto Coverage Form is replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- a. Any covered "auto" you lease, hire, rent or borrow; and
b. Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any organization which you acquire or form after the effective date of this policy in which you maintain ownership or majority interest. However:

- (1) Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the policy period, whichever is earlier.
- (2) Any organization you acquire or form will not be considered an "insured" if:
  - (a) The organization is a partnership or a joint venture; or
  - (b) That organization is covered under other similar insurance.
- (3) Coverage under this provision does not apply to any claim for "bodily injury" or "property damage" resulting from an "accident" that occurred before you formed or acquired the organization.

#### F. SUBSIDIARIES AS INSUREDS

**Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured** is amended by adding the following:

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability policy or was an "insured" under such a policy but for termination of that policy or the exhaustion of the policy's limits of liability.

#### G. SUPPLEMENTARY PAYMENTS

**Section II – Covered Autos Liability Coverage, A.2.a. Coverage Extensions, Supplementary Payments (2) and (4)** are replaced by the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

#### H. FELLOW EMPLOYEE COVERAGE

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by workers compensation exclusivity rule, or similar protection. The following provision is added:

Subparagraph **5.** of Paragraph **B. Exclusions** in **Section II – Covered Autos Liability Coverage** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

#### I. TOWING

**Section III – Physical Damage Coverage, A.2. Towing** is replaced with the following:

We will pay for towing and labor costs incurred, subject to the following:

- a. Up to \$100 each time a covered "auto" of the private passenger type is disabled; or
- b. Up to \$500 each time a covered "auto" other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

#### J. LOCKSMITH SERVICES

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:

We will pay up to \$250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.

#### K. TRANSPORTATION EXPENSES

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** Subparagraph **a. Transportation Expenses** is replaced by the following:

- (1) We will pay up to \$75 per day to a maximum of \$2,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expirations, when the covered "auto" is returned to use or we pay for its "loss".
- (2) If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like kind and quality as the stolen covered "auto".

#### L. AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS

**Audio, Visual, And Data Electronic Equipment Coverage** Added Limits of \$5,000 Per "Loss" are in addition to the sublimit in Paragraph **C.1.b.** of the **Limits Of Insurance** provision under **Section III – Physical Damage Coverage.**

#### M. HIRED AUTO PHYSICAL DAMAGE

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you hire, subject to the following limit and deductible:

- (1) The most we will pay for loss to any hired "auto" is the lesser of Actual Cash Value or Cost of Repair, minus the deductible.
- (2) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.
- (3) Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will pay up to \$1,000, in addition to the limit above, for loss of use of a hired auto to a leasing or rental concern for a monetary loss sustained, provided it results from an "accident" for which you are legally liable.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

#### N. AUTO LOAN OR LEASE COVERAGE

**Section III – Physical Damage Coverage Paragraph A.4. Coverage Extensions** is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" which is covered under this policy for Comprehensive, Specified Cause of Loss, or Collision coverage, we will pay any unpaid amount due, including up to a maximum of \$500 for early termination fees or penalties, on the lease or loan for a covered "auto", less:

1. The amount paid under the **Physical Damage Coverage Section** of the policy; and
2. Any:
  - a. Overdue lease/loan payments at the time of the "loss";
  - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - c. Security deposits not returned by the lessor;
  - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
  - e. Carry-over balances from previous loans or leases.

Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

#### O. PERSONAL PROPERTY OF OTHERS

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:

We will pay up to \$500 for loss to personal property of others in or on your covered "auto."

This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn.

No deductibles apply to this coverage.

#### P. PERSONAL EFFECTS COVERAGE

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:

We will pay up to \$500 for "loss" to your personal effects not otherwise covered in the policy or, if you are an individual, the personal effects of a family member, that is in the covered auto at the time of the "loss".

For the purposes of this extension personal effects means tangible property that is worn or carried by an insured including portable audio, visual, or electronic devices. Personal effects does not include tools, jewelry, guns, money and securities, or musical instruments

#### Q. EXTRA EXPENSE FOR STOLEN AUTO

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:

We will pay up to \$1,000 for the expense incurred returning a stolen covered "auto" to you because of the total theft of such covered "auto". Coverage applies only to those covered "autos" for which you carry Comprehensive or Specified Causes Of Loss Coverage.

#### R. RENTAL REIMBURSEMENT

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this policy.
2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days.

- a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
  - b. 30 days.
4. Our payment is limited to the lesser of the following amounts:
- a. Necessary and actual expenses incurred; or
  - b. \$75 per day, subject to a \$2,250 limit.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage – Transportation Expense Coverage Extension included in this endorsement.
7. Coverage provided by this extension is excess over any other collectible insurance and/or endorsement to this policy.

#### S. AIRBAG COVERAGE

**Section III – Physical Damage Coverage, B.3.a. Exclusions** is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

#### T. NEW VEHICLE REPLACEMENT COST

The following is added to Paragraph C. **Limit Of Insurance** of **Section III – Physical Damage Coverage**

In the event of a total "loss" to your new covered auto of the private passenger type or vehicle having a gross vehicle weight of 20,000 pounds or less, to which this coverage applies, we will pay at your option:

- a. The verifiable new vehicle purchase price you paid for your damaged vehicle, not including any insurance or warranties.
- b. The purchase price, as negotiated by us, of a new vehicle of the same make, model, and equipment, or most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.
- c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

We will not pay for initiation or set up costs associated with a loans or leases.

For the purposes of this coverage extension a new covered auto is defined as an "auto" of which you are the original owner that has not been previously titled which you purchased less than 180 days prior to the date of loss.

#### U. LOSS TO TWO OR MORE COVERED AUTOS FROM ONE ACCIDENT

**Section III – Physical Damage Coverage, D. Deductible** is amended by adding the following:

If a Comprehensive, Specified Causes of Loss or Collision Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident".

If the application of the highest deductible is less favorable or more restrictive to the insured than the separate deductibles as applied in the standard form, the standard deductibles will apply.

This provision only applies if you carry Comprehensive, Collision or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

#### V. WAIVER OF DEDUCTIBLE – GLASS REPAIR OR REPLACEMENT

**Section III – Physical Damage Coverage, D. Deductible** is amended by adding the following:

If a Comprehensive Coverage deductible is shown in the Declarations it does not apply to the cost of repairing or replacing damaged glass.

#### W. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

**Section IV – Business Auto Conditions, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss** is amended by adding the following:

Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is satisfied if you send us the required notice as soon as practicable after your Insurance Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an "accident", claim, "suit" or "loss".

#### X. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

Subparagraph 5. of Paragraph A. **Loss Conditions** of **Section IV – Business Auto Conditions** is deleted in its entirety and replaced with the following.

#### **Transfer Of Rights Of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

However, we waive any right of recovery we may have against any person, or organization with whom you have a written contract, agreement or permit executed prior to the "loss" that requires a waiver of recovery for payments made for damages arising out of your operations done under contract with such person or organization.

**Y. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES**

**Section IV – Business Auto Conditions, B.2. Concealment, Misrepresentation, Or Fraud** is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of this policy, we will not deny coverage under this Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**Z. MENTAL ANGUISH**

**Section V – Definitions, C.** is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

**AA. LIBERALIZATION**

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

## COMMERCIAL INTERLINE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION PROVIDED BY US TO PERSON(S) OR ORGANIZATION(S) WITH WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT OR AGREEMENT**

This policy is subject to the following additional Conditions:

If we cancel this policy by notice to the first Named Insured, for any statutorily permitted reason other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to any person(s) or organization(s) with whom you have agreed in a written contract or agreement to provide such person(s) or organization(s) with a notice of cancellation but only if:

1. You have provided the name and address of such person(s) or organization(s) to your authorized agent; and
2. Your authorized agent provides us with that list within three (3) business days from the date we request it from them.

If notice is mailed, proof of mailing to the last known mailing address of such person(s) or organization(s) will be sufficient proof of notice.

**Failure to provide such notice to such person(s) or organization(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon us, our agents or our representatives.**



WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY

WC 42 03 04 B Insured copy

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

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 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.

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. ( ) Specific Waiver Name of person or organization (X) 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 2.00 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: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below. (The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.) This endorsement, effective on 9/19/18 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001276085 of Texas Mutual Insurance Company effective on 9/19/18 Issued to: DECOR IQ LLC

Handwritten signature of authorized representative

Authorized representative

This is not a bill

NCCI Carrier Code: 29939

9/10/18





WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY

WC 42 06 01 Insured copy

TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

- 1. Number of days advance notice: 30
2. Notice will be mailed to: PER LIST ON FILE

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below. (The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.) This endorsement, effective on 9/19/18 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001276085 of Texas Mutual Insurance Company effective on 9/19/18

Issued to: DECOR IQ LLC

Handwritten signature of authorized representative

This is not a bill

Authorized representative

NCCI Carrier Code: 29939

9/10/18





# STAFF REPORT

**MEETING DATE:** October 25, 2022

**TITLE:**

Consider action to approve Resolution No. R-2022-90 of the City Council of the City of Bastrop, Texas endorsing the Main Street Crosswalk Mural Project- Phase 1 authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

**AGENDA ITEM SUBMITTED BY:**

Submitted by: Candice Butts, Main Street Manager

**BACKGROUND/HISTORY:**

The Main Street Advisory Board's Crosswalk Mural Project involves the installation of two to three crosswalk murals at various intersections along Main Street over the next 3 years for a total of 8 completed crosswalk murals. Once the final murals are complete, the Board will revisit the first two murals to either redesign or touch up. Crosswalk murals have a lifespan of two to three years.

In August 2022, the Main Street Advisory Board Design Committee drafted an artist call for two crosswalk murals on Main Street. The first two crosswalk murals will be installed at the intersection of Main Street and Chestnut Street as well as the intersection of Main Street and Spring Street.

The Design Committee met on September 12, 2022, to review the thirteen proposed mural designs, and the Committee narrowed the selections down to three designs with edits. From there the committee met again on September 28, 2022, to select the final two designs. These designs were sent to the Registered Accessibility Specialists (RAS) whose feedback was that the Texas Department of Licensing and Regulation (TDLR) does not regulate the markings in marked crossings, however the texture of the crossings should not be made slippery by the paint. The paint should not obscure the purpose or shape of the ramp or crossing. The City of Bastrop will paint exterior white lines for the crosswalk prior to installation, and the murals will be installed in between those exterior lines, as to clearly indicate the safe walking area to pedestrians.

On October 4, 2022, the mural designs were presented to the Cultural Arts Commission, where it voted to recommend the selections to City Council for approval. The designs were also presented to the Main Street Advisory Board on October 12, 2022, where the board also voted in favor on the recommendation.

**FISCAL IMPACT:**

\$4,000 from the Main Street Program Budget

**RECOMMENDATION:**

Consider action to approve Resolution No. R-2022-90 of the City Council of the City of Bastrop, Texas endorsing the Main Street Crosswalk Mural Project- Phase 1 authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

**ATTACHMENTS:**

1. Resolution R-2022-90
2. Main Street Crosswalk Mural Project proposal and sample artwork
3. Crosswalk Mural Project Installation Map and Timeline

**RESOLUTION NO. R-2022-90**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS ENDORSING THE MAIN STREET ADVISORY BOARD CROSSWALK MURAL PROJECT FOR MAIN STREET; 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 of Bastrop’s vision for arts and culture builds on the City’s variety and strength of its arts and culture assets and recognizes that its economy, sense of place, and authentic character are all deeply intertwined; and

**WHEREAS**, the City of Bastrop was recognized by the Texas Commission on the Arts as a Cultural Arts Designation in 2012; and

**WHEREAS**, Strategy 2: Creative Placemaking, Action 1.04 of the Bastrop Cultural Arts Master Plan is to integrate more art into the city’s crosswalks in the Downtown area based on best practices from other cities; and

**WHEREAS**, the Bastrop Main Street Advisory Board has prepared a proposal for two professional crosswalk murals, designed to beautify the Main Street District, enliven streets, and enhance traffic safety, to be created on Main Street at the intersection of Main Street and Chestnut Street as well as the intersection of Main Street and Spring Street; and

**WHEREAS**, the City of Bastrop Main Street Program has authorized \$2,000.00 per mural for artist compensation and to cover additional materials for the project not provided by the Main Street program; and

**WHEREAS**, in-kind donations will be solicited to assist in meeting the mural's total proposed cost of \$2,000.00 per mural; and

**WHEREAS**, the Bastrop Main Street Advisory Board and Cultural Arts Commission both voted unanimously in support of the proposed project at their October 2022 meetings.

**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 all necessary documents, authorizing the creation of crosswalk murals on Main Street.

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

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

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop this 25<sup>th</sup> day of October 2022.

**APPROVED:**

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

**ATTEST:**

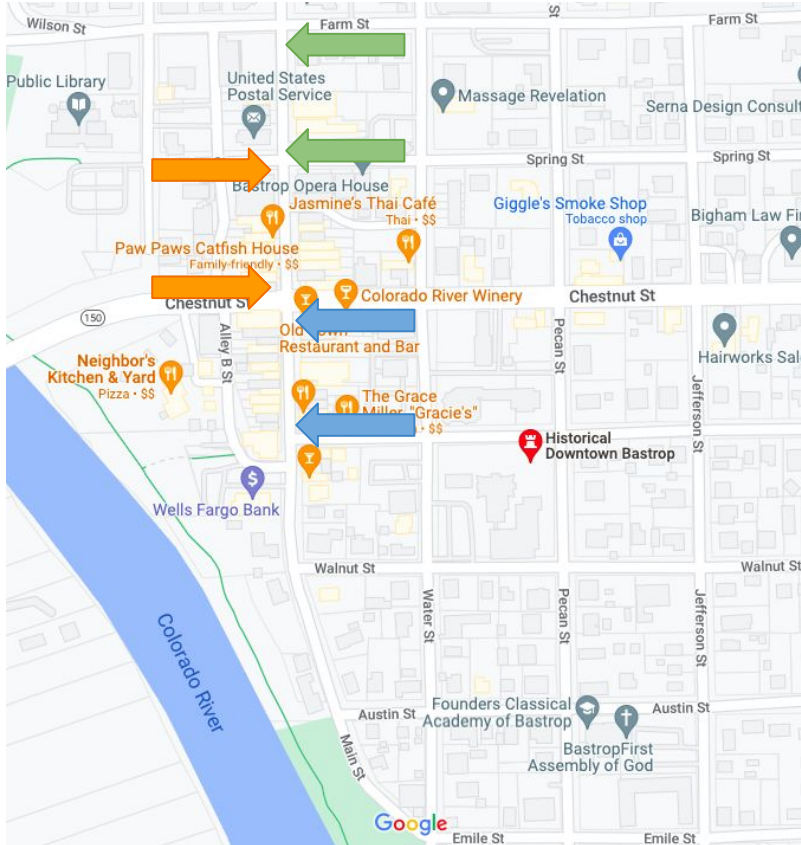
\_\_\_\_\_  
Ann Franklin, City Secretary

**APPROVED AS TO FORM:**

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

# Bastrop Crosswalk Locations + Schedule:

Item 12A.



➔ 2022: Main Street at Spring (South crosswalk) and Main Street at Chestnut (North side)

➔ 2023: Main Street at Chestnut (South side) and Main Street at Pine Street

➔ 2024: Main Street at Spring Street (North crosswalk) and Main Street at Farm Street (South side)



Janus Lee

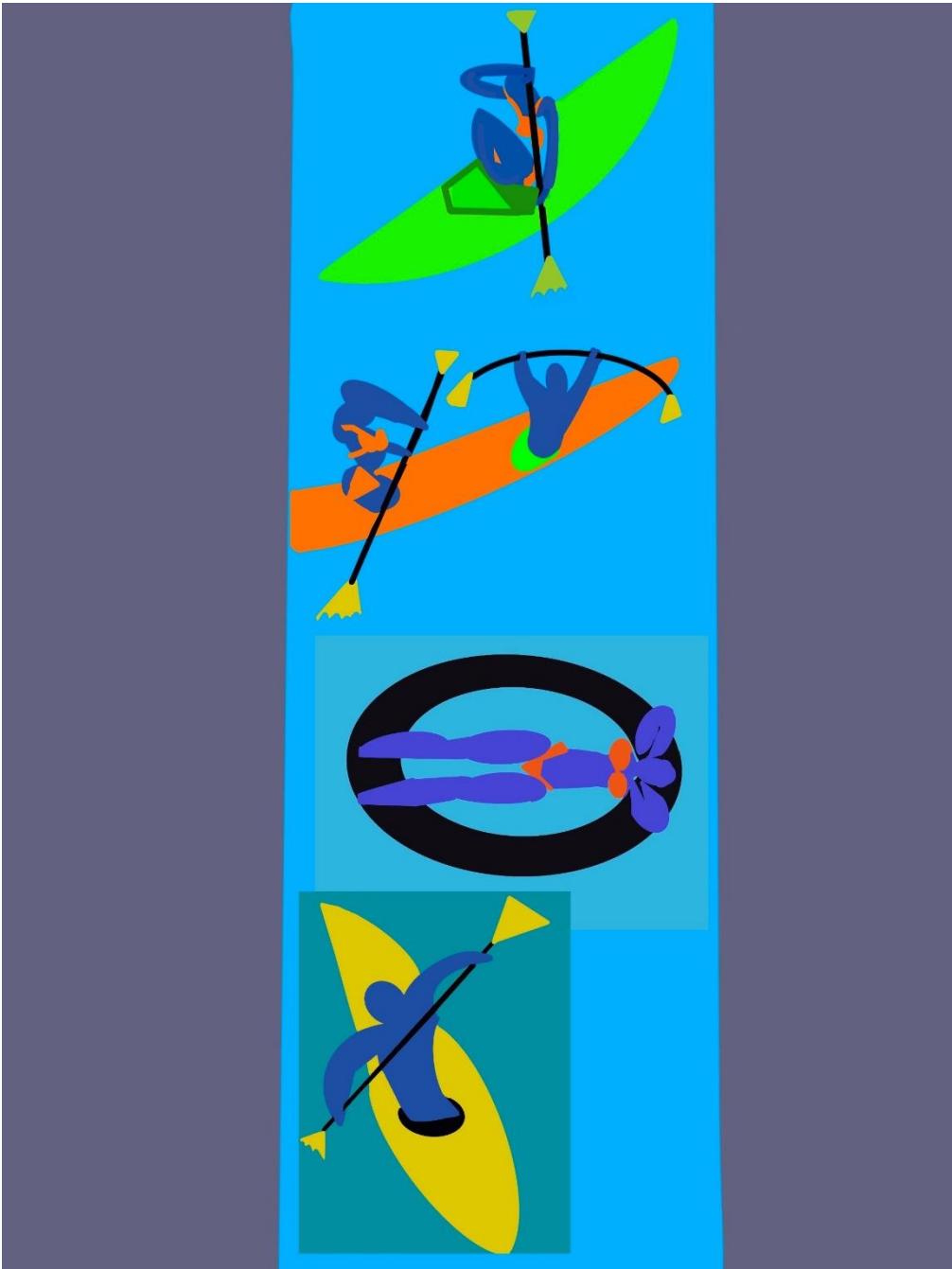


Honeysuckle Crossing

Notes from Design Committee: Make the Honeysuckle yellow



Jeffery Stayton



The Great Outdoors of Bastrop

Notes from the artist: These all background blues will be the same color.



# STAFF REPORT

**MEETING DATE:** October 25, 2022

**TITLE:**

Consider action to approve resolution R-2022-99 of the city council of the city of Bastrop, Texas, authorizing the city manager to list certain real property owned by the city of Bastrop with a licensed real estate broker; authorizing the city manager to enter into an agreement and execute all necessary documents with the real estate broker; providing for findings of fact, repealer, and severability; establishing an effective date; and proper notice and meeting.

**AGENDA ITEM SUBMITTED BY:**

Submitted by: Trey Job, Assistant City Manager

**BACKGROUND/HISTORY:**

Assistant City Manager Trey Job has had previous conversations with City Council about these properties and City Attorney Alan Bojorquez has been consulted to verify these properties are legally able to be sold by the City. These properties have been appraised.

Once sold, if the council so chooses, I recommend the generated revenue can be placed in a designated fund to be used for the purchase of future land in the form of easements or fee simple. Uses for the fund may include easements, right of way, and fee simple land acquisition and land purchases related to development-initiated incentives.

**FISCAL IMPACT:**

Revenue

**RECOMMENDATION:**

Trey Job, Assistant City Manager for Community Development recommends approval of Resolution No. R-2022-99, once sold designate the funds to future land acquisition for

**ATTACHMENTS:**

- Resolution R-2022-99
- Exhibit A Property location map

**RESOLUTION NO. R-2022-99**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AUTHORIZING THE CITY MANAGER TO LIST CERTAIN REAL PROPERTY OWNED BY THE CITY OF BASTROP WITH A LICENSED REAL ESTATE BROKER; AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT AND EXECUTE ALL NECESSARY DOCUMENTS WITH THE REAL ESTATE BROKER; PROVIDING FOR FINDINGS OF FACT, REPEALER, AND SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.**

**WHEREAS,** the City Council of the City of Bastrop, Texas (“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,** Texas Local Government Code Section 253.014 provides that a home rule municipality may contract with a licensed Real Estate Broker to sell a tract of real property that the municipality owns or holds in trust and has the authority to sell; and

**WHEREAS,** the City of Bastrop, Texas (“City”) hereby proposes to list certain real estate property that it owns with a licensed Real Estate Broker pursuant to Texas Local Government Code Section 253.014; and

**WHEREAS,** the City desires to retain a licensed Real Estate Broker for that purpose.

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

**SECTION 1:** The foregoing recitals are incorporated into this Resolution by reference as findings of fact as if expressly set forth herein.

**SECTION 2:** The City desires to sell certain real property that it owns located at the southwest corner of Lovers Lane and Margie’s Way, the 2000 Block of south Street, Building Block 143 East of Water Street, and the 2000 Block of Mill Street, Building Block 142 East of Water Street, and as further depicted in the Property location map which is attached and incorporated herein as, “Attachment A”.

**SECTION 3:** The City Council authorizes the City Manager to list the Property with a Real Estate Broker licensed in the State of Texas in accordance with Texas Local Government Code Section 253.014.

**SECTION 4:** The City Manager is hereby authorized to execute an agreement with a Real Estate Broker licensed in the State of Texas for the sale of the Property.

**SECTION 5:** 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 6:** Should any of the clauses, sentences, paragraphs, sections, or parts of this Resolution 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 Resolution.

**SECTION 7:** This Resolution shall take effect immediately upon its passage, and it is so resolved.

**SECTION 8:** 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 on this, the 25<sup>th</sup> day of October 2022.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# ATTACHMENT "A"

Southwest corner of Lovers Lane and Margie's Way  
A2 Austin, Stephen F., acres 25.0000  
Property Map



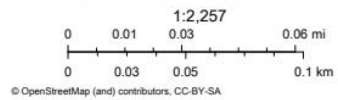
### Property Map 2.5 Acres 2000 Block of south Street, Building Block 143 East of Water Street

Bastrop CAD Web Map



10/20/2022, 2:53:50 PM

- Abstracts
- Lot Lines
- Parcels
- Bastrop Roads

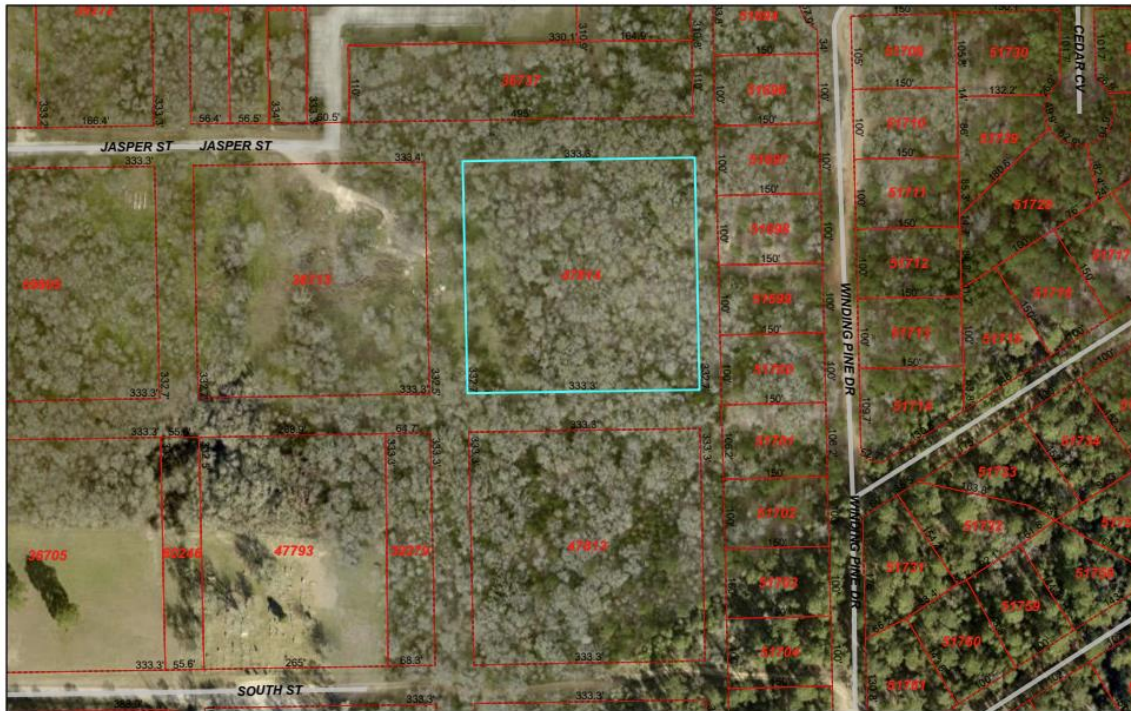


Bastrop County Appraisal District, BIS Consulting - www.bisconsulting.com  
Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate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

# Property Map

## 2000 Block of Mill Street, Building Block 142 East of Water Street

Bastrop CAD Web Map



10/20/2022, 2:56:33 PM  
[White Box] Abstracts    [Dashed Line] Lot Lines  
[Red Box] Parcels      [Grey Line] Bastrop Roads

1:2,257  
0 0.01 0.03 0.06 mi  
0 0.03 0.05 0.1 km  
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Bastrop County Appraisal District, BIS Consulting - www.bisconsulting.com  
Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.



# STAFF REPORT

**MEETING DATE:** October 25, 2022

**TITLE:**

Consider action to approve the first reading of Resolution No. R-2022-105 of the City Council of the City of Bastrop, Texas, approving the expenditure of Bastrop Economic Development Corporation funds for an Infrastructure Project in an amount not to exceed One Million Six Hundred Twenty Thousand Dollars (\$1,620,000.00); repealing all resolutions in conflict; and providing an effective date.

**AGENDA ITEM SUBMITTED BY:**

Submitted by: Angela Ryan

**BACKGROUND/HISTORY:**

The BEDC is seeking approval of an engineering project under Section 501.103 of the Texas Local Government Code. This engineering is the first step creating additional shovel-ready sites in the Bastrop Business and Industrial Park. The estimated cost of the engineering is \$1,618,403.

The BEDC Board of Directors approved funding the engineering portion of this infrastructure project at the regular board meeting of September 19, 2022.

Texas Local Government Code Section 501.103 authorizes Type B expenditures for certain infrastructure improvement projects found by the Board of Directors to be required or suitable to promote or develop new or expanded business enterprises, including streets and roads, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements.

**FISCAL IMPACT:**

The BEDC budgeted \$1,000,000 for FY23; a budget amendment may be required later in the fiscal year.

**RECOMMENDATION:**

Consider action to approve the first reading of Resolution No. R-2022-105 of the City Council of the City of Bastrop, Texas, approving the expenditure of Bastrop Economic Development Corporation funds for an Infrastructure Project in an amount not to One Million Six Hundred Twenty Thousand Dollars (\$1,620,000.00); repealing all resolutions in conflict; and providing an effective date.

**ATTACHMENTS:**

1. Draft Resolution
2. BEDC Resolution R-2022-0009
3. Professional Services Agreement between BEDC and Doucet & Associates



**RESOLUTION NO. R-2022-105**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE EXPENDITURE OF BASTROP ECONOMIC DEVELOPMENT FUNDS FOR AN INFRASTRUCTURE PROJECT IN THE BASTROP BUSINESS AND INDUSTRIAL PARK IN AN AMOUNT NOT TO EXCEED ONE MILLION SIX HUNDRED TWENTY THOUSAND DOLLARS (\$1,620,000.00); 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**, the Texas Local Government Code (LGC), Section 501.103 authorizes the expenditure of Bastrop Economic Development Corporation (“BEDC”) funds for a project that the BEDC’s Board of Directors determines to be necessary and suitable to promote or develop new or expanded business enterprises, limited to streets and roads, rail spurs, water and sewer utilities, electric and gas utilities, drainage, site improvements, and related improvements; and

**WHEREAS**, the BEDC is the current property owner of the majority of property (“Property”) located in the Bastrop Business and Industrial Park; and

**WHEREAS**, after careful evaluation and consideration by the BEDC, it has determined that a project proposing to design targeted infrastructure and improvements within the southern portion of the Bastrop Business and Industrial Park (“Project”), the scope of which includes, without limitation, the design of a roadway and related infrastructure, is necessary and suitable to promote or develop new or expanded business enterprises and, further, that such infrastructure is limited to permissible infrastructure as an authorized project pursuant to Section 501.103 of the Texas LGC; and

**WHEREAS**, Doucet & Associates has provided the BEDC with a proposal to provide engineering services for the southern portion of the Bastrop Business and Industrial Park in the amount of \$1,618,403; and

**WHEREAS**, the Board of Directors of the BEDC met on September 19, 2022, and took formal action making required findings, and supporting and authorizing funding for various Type B Corporation projects; and

**WHEREAS**, the City has reviewed the September 19, 2022, actions of the BEDC related to the Project noted herein, has considered and evaluated that Project, and has found it meritorious of the City Council’s authorization and approval.

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

**Section 1. Findings and Determination.** The City Council hereby finds and determines that it is in the best interest of the BEDC and the City to authorize funding for the Project, as authorized by the Texas Local Government Code, Section 501.103.

**Section 2. Authorization of Expenditure.** The City Council of the City of Bastrop, Texas, hereby authorizes the funding of the Project in an amount not to exceed \$1,620,000.00, as estimated and requested by the BEDC.

**Section 3. Open Meeting.** The City Council hereby finds and determines that the meeting at which this Resolution was passed was open to the public, and public notice of the time, place and purpose at which it was read was given in accordance with Chapter 551, Texas Government Code.

**Section 4.** Any prior resolution of the City Council in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

**Section 5.** Should any part of this Resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

**Section 6.** 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 October 2022.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION ENTERING INTO A PROFESSIONAL SERVICES AGREEMENT WITH DOUCET & ASSOCIATES FOR AN INFRASTRUCTURE PROJECT IN THE SOUTHERN UNDEVELOPED PORTION OF THE BASTROP BUSINESS AND INDUSTRIAL PARK; AUTHORIZING ALL NECESSARY ACTIONS, INCLUDING EXECUTION OF REQUIRED DOCUMENTATION; AND, PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Bastrop Economic Development Corporation (“BEDC”) is a public instrumentality and non-profit industrial development corporation duly established and operating under Local Government Code, Chapters 501 and 505 *et seq.*, as amended, known as the Development Corporation Act of 1979 (the “Act”), and is acting with the approval of the governing body of the City of Bastrop, Texas (the “City”); and

**WHEREAS**, the BEDC is the current property owner of the majority of property (“Property”) located in the Bastrop Business and Industrial Park; and

**WHEREAS**, after careful evaluation and consideration by the Board on August 15, 2022, it determined that a project proposing to design and construct targeted infrastructure and improvements (“Project”) was necessary and suitable to promote or develop new or expanded business enterprises within the Bastrop Business and Industrial Park and, further, that such infrastructure is limited to permissible infrastructure as an authorized project pursuant to Section 501.103 of the Texas Local Government Code; and

**WHEREAS**, to fulfill its public purpose in attracting qualifying projects under Texas Local Government Code, Chapters 501 and 505 *et seq.*, as amended, the BEDC requires certain professional services, including without limitation, the contracting with and hiring of an engineering firm to perform certain engineering, design, permitting, and owner’s representation during the construction of the Project; and

**WHEREAS**, Doucet & Associates has proposed a Scope of Work for the preparation of construction plans, permitting and owner’s representation during the construction of the Project.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION THAT:**

**SECTION 1.** The findings set out above are hereby found to be true and correct and are incorporated herein for all purposes.

**SECTION 2.** The BEDC hereby approves the terms of the Professional Services Agreement, attached hereto as Exhibit “A”, between BEDC and the Developer.

**SECTION 3.** The Board authorizes the BEDC Board Chair to take all necessary actions, including the execution of all necessary and related documentation to finalize the agreement.

RESOLUTION NO. R-2022-0009

SECTION 4. This Resolution is effective upon passage.

DULY RESOLVED AND ADOPTED by the Board of Directors of the Bastrop Economic Development Corporation, this 19th day of September 2022.

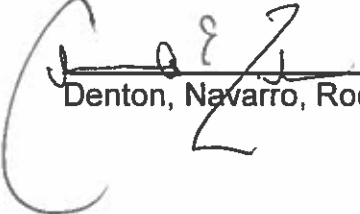
BASTROP ECONOMIC  
DEVELOPMENT CORPORATION

  
\_\_\_\_\_  
Ron Spencer, Board Chair

ATTEST:

  
\_\_\_\_\_  
Jenn Wahl, Board Vice Chair

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Denton, Navarro, Rocha, Bernal & Zech, P.C.

**EXHIBIT "A"**

**Professional Services Agreement by and between the BEDC and Doucet & Associates for services related to a Bastrop Business & Industrial Park Infrastructure Project**

**CITY OF BASTROP ECONOMIC DEVELOPMENT CORPORATION**

**STANDARD PROFESSIONAL SERVICES AGREEMENT**

THE STATE OF TEXAS     §  
  §  
BASTROP COUNTY         §

This Professional Services Agreement (“Agreement”) is made and entered by and between the City of Bastrop Economic Development Corporation (the “BEDC”), a Texas non-profit industrial development corporation, and Doucet & Associates, Inc. (“Professional”).

**Section 1. Duration.**

This Agreement shall become effective upon execution by the BEDC and shall remain in effect until satisfactory completion of the Scope of Work unless terminated as provided for in this Agreement.

**Section 2. Scope of Work.**

- (A) Professional shall perform the Services as more particularly described in the Scope of Work attached hereto as Exhibit “A”. The work as described in the Scope of Work constitutes the “Project”. Unless otherwise provided in the Scope of Work, the anticipated submittal of all Project deliverables is immediately upon completion of the Project.
- (B) The Quality of Services provided under this Agreement shall be performed with the professional skill and care ordinarily provided by competent Professionals practicing in the same or similar locality and under the same or similar circumstances and professional license, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent Professional holding the same professional license.
- (C) The Professional shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- (D) The Professional may rely upon the accuracy of reports and surveys provided to it by the BEDC except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

**Section 3. Compensation.**

- (A) The Professional shall be paid in the manner set forth in Exhibit “B” and as provided herein.

- (B) *Billing Period:* The Professional may submit monthly, or less frequently, an invoice for payment based on the estimated completion of the described tasks and approved work schedule. Subject to Chapter 2251, Texas Government Code (the “Prompt Payment Act”), payment is due within thirty (30) days of the BEDC’s receipt of the Professional’s invoice. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act.
- (C) *Reimbursable Expenses:* Any and all reimbursable expenses related to the Project shall be accounted for in Exhibit “B”.

**Section 4. Changes to the Project Work; Additional Work.**

- (A) *Changes to Work:* Professional shall make such revisions to any work that has been completed as are necessary to correct any errors or omissions as may appear in such work. If the BEDC finds it necessary to make changes to previously satisfactorily completed work or parts thereof, the Professional shall make such revisions if requested and as directed by the BEDC and such services will be considered as additional work and paid for as specified under the following paragraph.
- (B) *Additional Work:* The BEDC retains the right to make changes to the Scope of Work at any time by a written order. Work that is clearly not within the general description of the Scope of Work and does not otherwise constitute special services under this Agreement must be approved in writing by the BEDC by supplemental agreement before the additional work is undertaken by the Professional. If the Professional is of the opinion that any work is beyond that contemplated in this Agreement and the Scope of Work governing the project and therefore constitutes additional work, the Professional shall promptly notify the BEDC of that opinion, in writing. If the BEDC agrees that such work does constitute additional work, then the BEDC and the Professional shall execute a supplemental agreement for the additional work and the BEDC shall compensate the Professional for the additional work on the basis of the rates contained in the Scope of Work. If the changes deduct from the extent of the Scope of Work, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement. Any work undertaken by Professional not previously approved as additional work shall be at risk of the Professional.

**Section 5. Time of Completion.**

The prompt completion of the services under the Scope of Work is critical to the BEDC. Unnecessary delays in providing services under a Scope of Work shall be grounds for dismissal of the Professional and termination of this Agreement without any or further liability to the BEDC other than a prorated payment for necessary, timely, and conforming work done by Professional prior to the time of termination. The Scope of Work shall provide, in either calendar days or by providing a final date, a time of completion prior to which the Professional shall have completed all tasks and services described in the Scope of Work.

**Section 6. Insurance.**

Before commencing work under this Agreement, Professional shall obtain and maintain the liability insurance provided for in attached Exhibit “C” throughout the term of this Agreement and thereafter as required herein.

In addition to the insurance provided for in Exhibit “C”, Professional shall maintain the following limits and types of insurance:

**Workers Compensation Insurance:** The Professional shall carry and maintain during the term of this Agreement, workers compensation and employers liability insurance meeting the requirements of the State of Texas on all the Professional’s employees carrying out the work involved in this contract.

**General Liability Insurance:** The Professional shall carry and maintain during the term of this Agreement, general liability insurance on a per occurrence basis with limits of liability not less than \$1,000,000 for each occurrence and for fire damage. For Bodily Injury and Property Damage, coverage shall be no less than \$1,000,000. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be \$2,000,000. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Professional or its employees carrying out the work involved in this Agreement. The general aggregate shall be no less than \$2,000,000.

**Automobile Liability Insurance:** Professional shall carry and maintain during the term of this Agreement, automobile liability insurance with either a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage or split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Professional or its employees.

**Subcontractor:** In the case of any work sublet, the Professional shall require subcontractor and independent contractors working under the direction of either the Professional or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Professional.

**Qualifying Insurance:** The insurance required by this Agreement shall be written by a non-assessable insurance company licensed to do business in the State of Texas and currently rated “B+” or better by the A.M. Best Companies. All policies shall be written on a “per occurrence basis” and not a “claims made” form.

Evidence of such insurance shall be attached as Exhibit “D”.

### **Section 7. Miscellaneous Provisions.**

- (A) *Subletting.* The Professional shall not sublet or transfer any portion of the work under this Agreement or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by the BEDC, which approval shall not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of the BEDC in the subletting of any work shall not relieve the Professional of any responsibility for work done by such subcontractor.



- (B) *Ownership of Documents.* Upon completion or termination of this Agreement, all documents prepared by the Professional or furnished to the Professional by the BEDC shall be delivered to and become the property of the BEDC. All drawings, charts, calculations, plans, specifications and other data, including electronic files and raw data, prepared under or pursuant to this Agreement, shall be made available, upon request, to the BEDC without restriction or limitation on the further use of such materials; PROVIDED, HOWEVER, THAT SUCH MATERIALS ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY THE BEDC OR OTHERS. ANY REUSE WITHOUT PRIOR VERIFICATION OR ADAPTATION BY THE PROFESSIONAL FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE BEDC'S SOLE RISK AND WITHOUT LIABILITY TO THE PROFESSIONAL. Where applicable, Professional shall retain all pre-existing proprietary rights in the materials provided to the BEDC but shall grant to the BEDC a non-exclusive, perpetual, royalty-free license to use such proprietary information solely for the purposes for which the information was provided. The Professional may, at Professional's expense, have copies made of the documents or any other data furnished to the BEDC under or pursuant to this Agreement.
- (C) *Professional's Seal.* To the extent that the Professional has a professional seal, it shall be placed on all documents and data furnished by the Professional to the BEDC. All work and services provided under this Agreement will be performed in a good and workmanlike fashion and shall conform to the accepted standards and practices of the Professional's industry. The plans, specifications and data provided by Professional shall be adequate and sufficient to enable those performing the actual work to perform the work as and within the time contemplated by the BEDC and Professional. The BEDC acknowledges that Professional has no control over the methods or means of work nor the costs of labor, materials or equipment. Unless otherwise agreed in writing, any estimates of costs by the Professional are for informational purposes only and are not guarantees.
- (D) *Compliance with Laws.* The Professional shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, workers compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Professional shall furnish the BEDC with satisfactory proof of compliance.
- (E) *Independent Contractor.* Professional acknowledges that Professional is an independent contractor of the BEDC and is not an employee, agent, official or representative of the BEDC. Professional shall not represent, either expressly or through implication, that Professional is an employee, agent, official or representative of the BEDC. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Professional.
- (F) *Non-Collusion.* Professional represents and warrants that Professional has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the BEDC under this Agreement. Professional further agrees that Professional shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the BEDC pursuant to this Agreement) for any of the

services performed by Professional under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Professional, Professional shall immediately report that fact to the BEDC and, at the sole option of the BEDC, the BEDC may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Professional under or pursuant to this Agreement.

- (G) *Force Majeure.* If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.
- (H) In the case of any conflicts between the terms of this Agreement and wording contained within the Scope of Services, this Agreement shall govern. The Scope of Services is intended to detail the technical scope of services, fee schedule, and contract time only and shall not dictate Agreement terms.

### **Section 8. Termination.**

- (A) This Agreement may be terminated:
- (1) By the mutual agreement and consent of both Professional and BEDC;
  - (2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;
  - (3) By the BEDC, immediately upon notice in writing to the Professional, as consequence of the failure of Professional to perform the services contemplated by this Agreement in a timely or satisfactory manner;
  - (4) By the BEDC, at will and without cause upon not less than thirty (30) days written notice to the Professional.
- (B) If the BEDC terminates this Agreement pursuant to Section 5 or subsection 8(A)(2) or (3), above, the Professional shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those services that have been timely and adequately performed by the Professional considering the actual costs incurred by the Professional in performing work

to date of termination, the value of the work that is nonetheless usable to the BEDC, the cost to the BEDC of employing another Professional to complete the work required and the time required to do so, and other factors that affect the value to the BEDC of the work performed at time of termination. In the event of termination that is not the fault of the Professional, the Professional shall be compensated for all basic, special, and additional services actually performed prior to termination, together with any reimbursable expenses then due.

**Section 9. Indemnification.** Professional shall indemnify and hold harmless the City of Bastrop, Texas, Economic Development Corporation and its officials, employees and agents (collectively referred to as “Indemnitees”) and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including reasonable attorney’s fees) or liabilities (collectively referred to as “Liabilities”) by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of Services contemplated by this Agreement but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a sub-contractor or supplier committed by Professional or Professional’s agent, consultant under contract, or another entity over which Professional exercises control (whether active or passive) of Professional or its employees, agents or sub-contractors (collectively referred to as “Professional”), (ii) the failure of Professional to comply with any of the paragraphs herein or the failure of Professional to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. Professional expressly agrees to indemnify and hold harmless the Indemnitees, or any one of them, from and against all liabilities which may be asserted by an employee or former employee of Professional, or any of its sub-contractors, as provided above, for which Professional’s liability to such employee or former employee would otherwise be limited to payments under State Workers Compensation or similar laws. Nothing herein shall require Professional to indemnify, defend, or hold harmless any Indemnitee for the Indemnitee’s own negligence or willful misconduct. Any and all indemnity provided for in this Agreement shall survive the expiration of this Agreement and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this Agreement but thereafter so long as any liability could be asserted in regard to any acts or omissions of Professional in performing Services under this Agreement.

For Professional Liability Claims, Professional shall be liable for reasonable defense costs incurred by Indemnitees but only after final adjudication and to the extent and percent that Professional or Professional’s agents are found negligent or otherwise at fault. As used in this Agreement, final adjudication includes any negotiated settlement and release of claims, without limitation as to when a negotiated settlement and release of claims occurs. The Professional’s liability under this Agreement is limited to a maximum of \$2,000,000.

**Section 10. Notices.** Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate

another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

**Section 11. No Assignment.** Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party.

**Section 12. Severability.** If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

**Section 13. Waiver.** Either BEDC or the Professional shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

**Section 14. Governing Law; Venue.** This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Bastrop County, Texas, such that exclusive venue for any action arising out of this Agreement shall be in Bastrop County, Texas.

**Section 15. Paragraph Headings; Construction.** The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

**Section 16. Binding Effect.** Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

**Section 17. Gender.** Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

**Section 18. Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

**Section 19. Exhibits.** All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

**Section 20. Entire Agreement.** It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

**Section 21. Relationship of Parties.** Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

**Section 22. Dispute Resolution.** The parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than five (5) days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

**Section 23. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire.** Professional represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code, Conflicts of Interest Questionnaire and Chapter 2252 of the Texas Government Code, Form 1295 Certificate of interested Parties online filing with the Texas Ethics Commission.

EXECUTED on this the 19 day of SEPTEMBER, 2022.

BEDC:  
By: [Signature]  
Name: RON SPENCER  
Title: CHAIR BEOC

PROFESSIONAL:  
By: [Signature]  
Name: John Doucet  
Title: Executive Vice President

ADDRESS FOR NOTICE:  
BEDC:  
City of Bastrop Economic Development Corporation

PROFESSIONAL:  
Doucet & Associates, Inc.

Attn: Executive Director  
301 Highway 71 West, Suite 214  
Bastrop, Texas 78602

Attn: John Doucet  
7401B Highway 71 West, Suite 160  
Austin, TX 78735

**With a copy to:**

BEDC Attorney  
City of Bastrop Economic Development  
Corporation  
Attn: Charles E. Zech  
2517 N. Main Avenue  
San Antonio, Texas 78212

**Exhibit “A”**  
**SCOPE OF WORK**



**DOUCET**

7401B Highway 71 West, Item 12C.  
Austin, TX 78745  
Office: 512.583.2600  
Fax: 512.583.2601

[Doucetengineers.com](http://Doucetengineers.com)

June 24, 2022 (Original)  
July 25, 2022 (Revision 1)  
August 22, 2022

Ms. Jean Riemenschneider  
Bastrop Economic Development Corporation  
301 Highway 71 West, Suite 214  
Bastrop, Texas 78602

Phone: (512) 332-8870

**Re: Proposal for Professional Engineering Services  
Bastrop EDC Industrial Park  
Bastrop, Bastrop County, Texas**

**Proposal: Technology and Jackson Street extension  
DS 2014-005**

Dear Ms. Riemenschneider,

Doucet & Associates, Inc. (Doucet) is pleased to submit this proposal for professional services for the above referenced project.

Attached to this letter proposal are the Scope of Services and Compensation, Opinion of Probable Cost for Design and Construction of all required infrastructure improvements associated with the development of the southern portion of the Bastrop Industrial Park. Those improvements include water, wastewater, drainage, subsurface utility engineering and geotechnical. Additionally, we will assist the City with coordination with Franchise Utilities (Electric and Gas) if needed.

If our proposal is accepted, we will follow up with a signed PSA. If you have any questions regarding this proposal and the attachments, please feel free to contact me.

Doucet proposes to complete the scope of services a fee not to exceed \$1,618,403. Compensation for our services will be based on a time and material not to exceed \$1,618,403. Doucet will invoice monthly for only services (Time and Material) rendered. We can provide documentation to support our invoices upon request.

We appreciate the opportunity to provide this proposal and look forward to working with you and the rest of your team.

Sincerely,

David T. Speicher, PE, ENVSP  
Director of Transportation and Public Works

TBPE Firm# 3937  
TBPLS Firm# 10105800





**DOUCET**

## SCOPE OF SERVICES

Based on our understanding of your needs at this time and the status of this project, we propose to provide the following specific services:

The project is for the design and construction management of the remainder of the southern portion of the Bastrop EDC industrial park. This includes the design of approximately 6,680 feet of roadway, 6,680 feet of water main, 8,180 feet of sanitary sewer (gravity), site grading, a lift station, and force main. Any changes to the Final Plat and/or drainage will be included in our submittals and are inclusive in our fees.

### WORK TO BE PERFORMED

- Task 1. Project Management
- Task 2. Conceptual Roadway Design
  - 30 % DESIGN
- Task 3. Survey
- Task 4. Geotechnical
- Task 5. Subsurface Utility Engineering
- Task 6. Preliminary Design (60%)
- Task 7. Final Design (90%-100%)

### 1. PROJECT MANAGEMENT

Shall designate one Licensed Professional Engineer (Texas) to be responsible for the project management, and all communications with the Bastrop EDC and the City of Bastrop and its representatives.

#### 1.1 External Meetings - 14 external meetings assumed:

- Attend a kickoff meeting and coordination/progress meeting with the Bastrop EDC and the City of Bastrop and its representatives and stakeholders, as necessary to communicate development of the project and design issues.
- Prepare agenda and sign-in sheets for external coordination/progress meetings conducted by Engineer.
- Prepare meeting minutes for review via email within three (3) business days of the external coordination/progress meeting conducted by the Engineer.
- Conduct internal coordination meetings as required to advance the development of the project.

#### 1.2 Internal Team Meetings – As necessary



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- Conduct internal coordination meetings as required to advance the development of the project.
- Prepare meeting minutes, prepare meeting minutes and file in project folder.

### 1.3 QA/QC

- Provide Quality Assurance and Quality Control by ensuring procedures are monitored and executed through a system of standardized internal processes. Projects are subjected to weekly sit-down reviews through mandated Project Manager meetings. These meetings detail the status of the project to ensure that Quality Milestones are met. Quality compliance is monitored through a visual management system designed to easily identify critical check points. A Constructability Review is also performed by a senior construction manager to ensure that each project is designed in a cost effective, buildable, and sustainable manner.

### 1.4 Communication & Reporting:

- Prepare and maintain routine project record keeping including records of meetings.
- Correspondence and coordination will be handled through & with the concurrence of the GEC.
- Manage Project activities (including documenting emails, phone, and conference calls, maintain project files for the length of the project, meeting agendas, meeting minutes, and schedule meetings), direct Engineer's team/staff, correspond with the Bastrop EDC and the City of Bastrop and its representatives, and assist them and its representatives in preparing responses to Project-related inquiries.

### 1.5 ROW Update Meetings:

- Attend ROW coordination meetings as necessary to advance the development of the project.

### 1.6 Design Submittal Meetings:

- Conduct internal design review meetings, document, and make necessary corrections.
- Submit Designs and associated documents for external review.



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- Attend external design review meeting.

## 1.7 Prepare Monthly Progress Reports with Schedule and Invoicing:

- Submit monthly progress status reports to the board. Progress reports will include tasks completed, tasks/objectives that are planned for the upcoming periods, lists or descriptions of items or decisions needed from the Bastrop EDC and the City of Bastrop and its representatives. Subconsultant progress will be incorporated into the monthly progress report. A copy of the monthly progress report will be uploaded to ProjectWise.
- Prepare correspondence, invoices, and progress reports monthly in accordance with current City of Bastrop requirements.
- Maintain a project schedule indicating tasks, subtasks, critical dates, milestones, and deliverables.

### DELIVERABLES:

- Monthly Invoices and Progress Reports
- Meeting Minutes, Sign-In Sheets, and Agendas
- Project Schedule

## 2. Conceptual Design 30%

### 2.1 Hydrologic/Hydraulic Modeling:

- Update/revise H&H models as necessary to ensure latest data and information are incorporated into the models. Models are complete but will be updated accordingly

### 2.2 Geometrics Design

- Prepare geometrics per City of Bastrop standards and design criteria including proposed cross sections, typical sections, roadway centerline, proposed drainage structures, direction of flow and number of travel lanes, intersecting streets, property boundaries and information, ROW and easement locations, preliminary pavement section, driveway locations, horizontal alignment data, profile data, identification of known utilities.

### 2.3 Drainage Computations and Drainage Area Map:

- Update/Revise drainage area maps delineating drainage area boundaries based on USGS topographic maps, local contour maps, and/or field survey data.



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- Update/Revise hydraulic calculations for the design of drainage structures on the project and inclusion in the plans.
- Provide final drainage system plan.

## 2.4 Construction Schedule / OPCC

- Provide construction schedule and Opinion Probable Construction Cost.

## 2.5 Final Plat

- Provide boundary layouts
- Update/Revise Final Plat for the entire property

### DELIVERABLES:

- Design submittal including cost estimate.
- Final Plat deliverables (Replat)

## 3 SURVEYING

### 3.1 Right of Entry:

- Prepare and mail right of entry letters per the City's standard for the project team including geotechnical and environmental. Send a second follow up letter to non-responsive property owners.

### 3.2 Field Surveying:

- Survey the remaining roadway corridors at approximately 50-foot sections 80-feet on either side of the existing roadway centerline including identify existing landowners, deed recordation information, locate any utilities and trees 12" inch diameter and greater, locate property boundaries sufficient to re-establish ROW.
- Establish horizontal and vertical control and set temporary benchmarks.



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- Develop up to 7 easements
- Does not include survey for offsite utilities and only includes the area associated with the roadway extension.

### DELIVERABLES:

- Right of Entry Letters, Follow Up Letters, and Executed Right of Entry Documents.
- Mapping in 2-D and 3-D MicroStation Files
- DTM of Proposed Corridor
- Easements

## 4 GEOTECHNICAL

Our geotechnical subconsultants will perform a site visit prior to the initiation of the fieldwork to assess site conditions and observe dimensions that may affect the execution of the work. Any variations noted during our site visit that would impact the work scope, schedule, and/or fee presented in this proposal will be communicated to the CLIENT.

Based on the limited information provided, we propose to drill the borings to assess subsurface conditions along the proposed alignment. We anticipate that all borings will be accessible to a truck mounted drill rig.

Borings will be in the field utilizing site features and/or a handheld, recreational grade, GPS locator. The borings will be drilled utilizing conventional geotechnical drilling methods. Samples will be taken using conventional split-spoon and Shelby tube sampling techniques. Where penetration into water bearing granular soils is required, rotary-wash drilling techniques will be used. Soil samples collected during the exploration will be screened in the field utilizing a Photo-Ionization Detector (PID) and a Combustible Gas Indicator (CGI). If readings from these devices indicate potential environmentally impacted material, field operations will be stopped, and the CLIENT will be contacted. Environmental drilling, testing, waste characterization, and/or consulting are not included in our scope of services. Representative portions of samples will be sealed and packaged for transportation to our laboratory. The boreholes will be terminated at the scheduled termination depth. Immediately following drilling activities, water level readings, if encountered and prior to implementation of rotary-wash drilling techniques, will be recorded for the open boreholes.



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## 5 SUBSURFACE UTILITY ENGINEERING

Our Subconsultant will perform SUE services for this project in general accordance with the recommended practices and procedures described in ASCE publication CI/ASCE 38-02 “Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data.” As described in the publication, four levels have been established to describe and depict the quality of subsurface utility information. The four quality levels are as follows:

Quality Level D (QL“D”) – Information obtained from existing utility records.

Quality Level C (QL“C”) – Surveyed data depicting visible above-ground features supplemented with QL“D” information.

Quality Level B (QL“B”) – Two-dimensional horizontal information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as “designating,” this level incorporates QL“C” information and provides horizontal positioning of subsurface utilities to within approximately 1.0 foot.

Quality Level A (QL“A”) – Three-dimensional horizontal and vertical information obtained through non-destructive vacuum excavation equipment to expose utilities at critical points. Also known as “locating,” this level incorporates QL“B” information and provides horizontal and vertical positioning of subsurface utilities to within approximately 0.05 feet.

Unless utilities are located, the site will utilize Quality Level B

## 6. PRELIMINARY DESIGN (60%)

Plans shall be prepared per City of Bastrop standards and criteria including applicable submittal requirements including cost estimate, checklists, hardcopies, CAD files, comment responses, design waivers/exceptions, general notes, quantities, updated design schedule, construction time determination.

### 6.1 Roadway Design (60%):

- Prepare horizontal and vertical alignment of the roadway and cross streets, existing and proposed typical sections, ultimate cross sections created at ultimate increments and at cross drainage structures.



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- Prepare project layout sheets that identify the project area and limits of work.
- Prepare Survey Data Sheets that clearly indicate benchmark locations and associated control information.
- Prepare Erosion Control sheets

## 6.2 Drainage:

- Design and detail storm sewer system, drainage outfalls, cross drainage structures, culverts, channels, roadside ditches, and erosion and sedimentation control.

## 6.3 Signage & Markings:

- Prepare signing and marking layout per Texas Manual of Uniform Traffic Control Devices (TMUTCD). Detail all non-standard signs or marking details as required for the project.

## 6.4 Traffic Control:

- If necessary - Prepare traffic control plan sequence of construction narrative, phase layout sheets, and detour layout as needed to direct traffic around construction activities per Texas Manual of Uniform Traffic Control Devices (TMUTCD).

## 6.5 Specifications

- Prepare draft specification list and compile specifications.

## 6.6 Estimate

- Prepare draft bid tabs with quantities and cost

### DELIVERABLES:

- 60% PS&E Submittal

## 7 FINAL DESIGN

CONTINUATION OF DESIGN (90%, 100%, FINAL)



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## 7.1 Roadway Design:

- Prepare horizontal and vertical alignment of the roadway and cross streets, existing and proposed typical sections, ultimate cross sections created at ultimate increments, Erosion Control sheets and at cross drainage structures.
- Prepare project layout sheets that identify the project area and limits of work.
- Prepare Survey Data Sheets that clearly indicate benchmark locations and associated control information.

## 7.2 Drainage:

- Design and detail storm sewer system, drainage outfalls, cross drainage structures, culverts, channels, roadside ditches, and erosion and sedimentation control.

## 7.3 Signage & Markings:

- Prepare signing and marking layout per Texas Manual of Uniform Traffic Control Devices (TMUTCD). Detail all non-standard signs or marking details as required for the project.

## 7.4 Traffic Control:

## 7.5 Specifications

- Prepare draft specification list and compile specifications.

## 7.6 Estimate

- Prepare draft bid tabs with quantities and cost

## DELIVERABLES:

- 90% -100% PS&E SUBMITTAL



**Exhibit “B”**  
COMPENSATION

**Schedule A**

**Doucet Fee Schedule (2022)**

<b>Personnel</b>	<b>Hourly Fee</b>	<b>Personnel</b>	<b>Hourly Fee</b>
Principal Engineer (PE)	\$275.00	Principal Surveyor (RPLS)	\$270.00
Senior Project Manager	\$260.00	Project Manager (RPLS)	\$230.00
Project Manager	\$220.00	Project Surveyor	\$160.00
Senior Project Engineer (PE)	\$205.00	Survey Specialist	\$140.00
Project Engineer III	\$185.00	Survey Technician	\$115.00
Project Engineer II	\$175.00		
Project Engineer I	\$160.00	GIS Specialist	\$150.00
Engineer Associate III	\$150.00	GIS Technician	\$115.00
Engineer Associate II	\$140.00	LiDAR Specialist	\$140.00
Engineer Associate I	\$125.00	LiDAR Technician	\$110.00
		Aerial Mapping Specialist	\$140.00
Sr. Construction Manager	\$170.00	Aerial Mapping Technician	\$110.00
Sr. Construction Inspector	\$165.00	Utility Specialist	\$135.00
Construction Manager	\$115.00	Utility Technician	\$105.00
Construction Inspector	\$110.00		
		Field Coordinator	\$155.00
Sr. Civil Technician	\$155.00	Field Specialist	\$120.00
Civil Technician	\$135.00	Crew of 1	\$120.00
Assistant Civil Technician	\$125.00	Crew of 2	\$165.00
		Crew of 3	\$220.00
Senior Planner (AICP)	\$210.00		
Project Planner	\$160.00	Project Manager - Environmental	\$180.00
Project Technical Lead	\$160.00	Environmental Specialist	\$140.00
Staff Planner	\$140.00	Environmental Technician	\$115.00
Planning Technician	\$115.00		
		Division Administrator	\$115.00
Project Coordinator	\$125.00	LiDAR Scanner	\$110.00
Sr. Operations Assistant	\$115.00	Drone	\$645.00
Engineering Intern	\$85.00		
Operations Assistant	\$80.00	Ground Targets	\$30/ea.
		Concrete Monuments	\$270/ea.
Expert Witness	\$550.00	ATV/Boat/Sonar	\$110/day
		Mileage	\$0.575/mile

Doucet reserves the right to periodically adjust our fee schedule.

DA 2022A

**PROGRAM ESTIMATE  
BASTROP EDC PHASE 2**

TYPE: PAVING AND DRAINAGE CONSTRUCTION CONSISTING OF GRADING, CONCRETE PAVEMENT,  
DRAINAGE STRUCTURES, SIGNING, EROSION CONTROL MEASURES, WATERMAIN, SANITARY SEWER AND LIFT STATION

LENGTH: FEET = 6,680.00  
MILES = 1.27

LIMITS: JACKSON ST. LCRA EASMENT TO TECHONOLOGY ST- TECHONOLOGY DR. -PIPELINE EASEMENT TO PARCEL END

PREPARED BY: TYRONE HUTTON & DAVID SPEICHER

Date: 07/25/22

BID NO.	ITEM NO.	DESC NO.	SPEC NO.	DESCRIPTION	UNIT	QTY	PRICE	AMOUNT
1	100	6002		PREPARING ROW	STA	66.80	\$7,329.01	\$489,577.53
2	110	6001		EXCAVATION (ROADWAY)	CY	13660.00	\$7.67	\$104,772.20
3	132	6004		EMBANKMENT (FINAL)(DENS CONT)(TY B)	CY	20000.00	\$10.54	\$210,700.00
4	152	6001		ROAD GRADER WORK (ORD COMP)	STA	66.80	\$212.64	\$14,204.02
5	160	6003		FURNISHING AND PLACING TOPSOIL (4")	SY	16330.00	\$1.30	\$21,229.00
6	164	6035		DRILL SEEDING (PERM) (RURAL) (CLAY)	SY	16330.00	\$0.16	\$2,612.80
7	168	6001		VEGETATIVE WATERING	MG	328.00	\$13.06	\$4,282.04
8	169	6001		SOIL RETENTION BLANKETS (CL 1) (TY A)	SY	16330.00	\$0.99	\$16,166.70
9	216	6001		PROOF ROLLING	HR	0.65	\$82.81	\$53.83
10	260	6002		LIME (HYDRATED LIME (SLURRY))	TON	248.00	\$222.38	\$55,150.24
11	260	6079		LIME TRT (SUBGRADE)(6")	SY	41814.00	\$2.61	\$109,134.54
12	310	6005		PRIME COAT (AE-P)	GAL	8083.00	\$3.84	\$30,998.31
13	360	6001		CONC PVMT (CONT REINF - CRCP) (7")	SY	32329.00	\$147.70	\$4,774,831.66
14	464	6026		RC PIPE (CL V)(24 IN)	LF	210.00	\$146.00	\$30,658.95
15	467	6006		SET (TY I) (24 IN) (4: 1) (C)	EA	10.00	\$2,778.52	\$27,785.15
16	500	6001		MOBILIZATION	LS	1.00	\$280,000.00	\$280,000.00
17				BONDS AND INSURANCES	LS	1.00	\$141,835.00	\$141,835.00
18				CONSTRUCTION SURVEY	LS	1.00	\$141,835.00	\$141,835.00
19	506	6003		ROCK FILTER DAMS (INSTALL) (TY 3)	LF	45.00	\$57.72	\$2,597.40
20	506	6011		ROCK FILTER DAMS (REMOVE)	LF	45.00	\$10.34	\$465.08
21	506	6020		CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	83.00	\$25.18	\$2,089.94
22	506	6024		CONSTRUCTION EXITS (REMOVE)	SY	83.00	\$7.67	\$636.61
23	506	6038		TEMP SEDMT CONT FENCE (INSTALL)	LF	13360.00	\$2.96	\$39,478.80
24	506	6039		TEMP SEDMT CONT FENCE (REMOVE)	LF	13360.00	\$0.83	\$11,088.80
25	506	6041		BIODEG EROSN CONT LOGS (INSTL) (12")	LF	60.00	\$5.04	\$302.10
26	529	6007		CONC CURB & GUTTER (TY I)	LF	13360.00	\$23.05	\$307,948.00
27	531	6016		CURB RAMPS (TY 21)	EA	4.00	\$1,934.31	\$7,737.22
28	644	6001		IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	6.00	\$617.90	\$3,707.37
29	690	6040		INSTALL OF CONTROL CABINET(GRND MNT)	EA	3.00	\$12,629.00	\$37,887.00
30	6295	6001		DECORATIVE LIGHTING ASSEMBLY	EA	32.00	\$2,600.00	\$83,200.00
31	7017	6005		SANITARY SEWER (8IN) (PVC) (C900)	LF	8180.00	\$94.76	\$775,136.80
32	7017	6108		SANITARY SEWER LATERAL (6")(PVC)	LF	700.00	\$68.58	\$48,006.00
33	7017	6125		MANHOLE (SAN SWR)(48 IN)	EA	15.00	\$5,000.00	\$75,000.00
34	7017	6158		SANITARY SEWER CLEANOUT	EA	20.00	\$40.00	\$800.00
35	7049	6007		WATER MAIN PIPE (PVC) (12-IN)	LF	6680.00	\$132.00	\$881,760.00
36	7049	6011		FIRE LINES (6-IN)	LF	300.00	\$86.00	\$25,800.00
37	7049	6076		SERVICE LINE (SHORT SIDE) (1-1/2"TO 2")	EA	7.00	\$2,305.27	\$16,136.89
38	7049	6077		SERVICE LINE (LONG SIDE) (1-1/2"TO 2")	EA	7.00	\$4,799.01	\$33,593.07
39	7049	6084		TAPPING SLEEVE AND VALVE (8IN X 16IN)	EA	7.00	\$293.63	\$2,055.41
40	7049	6104		FIRE HYDRANT ASSEMBLY	EA	23.00	\$6,326.07	\$145,499.50
41	7049	6162		GATE VALVE (12 IN)	EA	7.00	\$3,000.00	\$21,000.00
42	7100	6032		3" SCH 40 PVC CONDUIT	LF	6680.00	\$25.00	\$167,000.00
43				SECONDARY SERVICE PEDESTAL	EA	9.00	\$1,200.00	\$10,800.00
44				6" ELECTRICAL RIGID CONDUIT SLEEVES	LF	6680.00	\$35.00	\$233,800.00
45				LIFT STATION 40 GPM	EA	1.00	\$350,000.00	\$350,000.00
<b>PROJECT TOTAL</b>								<b>\$9,739,353</b>
15% CONSTRUCTION CONTINGENCY								\$1,460,903
<b>CONSTRUCTION COST</b>								<b>\$11,200,256</b>
ENGINEERING & DESIGN SURVEY								\$1,460,903
GEOTECHNICAL								\$80,000
SUBSURFACE UTILITY ENGINEERING								\$60,000
7 EASEMENTS								\$17,500
<b>TOTAL ENGINEERING COST</b>								<b>\$1,618,403</b>
<b>GRAND TOTAL (includes contengency)</b>								<b>\$12,818,659</b>

## **Exhibit “C”**

### REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

The Professional shall comply with each and every condition contained herein. The Professional shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the BEDC. Any Subcontractor(s) hired by the Professional shall maintain insurance coverage equal to that required of the Professional. It is the responsibility of the Professional to assure compliance with this provision. The City of Bastrop Economic Development Corporation 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, Professional shall specifically endorse applicable insurance policies as follows:

1. The City of Bastrop Economic Development Corporation shall be named as an additional insured with respect to General Liability and Automobile Liability **on a separate endorsement.**
2. A waiver of subrogation in favor of The City of Bastrop Economic Development Corporation shall be contained in the Workers Compensation and all liability policies and must be provided **on a separate endorsement.**
3. All insurance policies shall be endorsed to the effect that The City of Bastrop Economic Development Corporation will receive at least thirty (30) days written notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name The City of Bastrop Economic Development Corporation as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
5. **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.**
6. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Bastrop Economic Development Corporation of any material change in the insurance coverage.
7. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
8. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
9. Professional may maintain reasonable and customary deductibles, subject to approval by The City of Bastrop Economic Development Corporation.
10. Insurance must be purchased from insurers having a minimum A.M. Best rating of B+.
11. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2010/05). Coverage must be written on an occurrence form.
12. Contractual Liability must be maintained covering the Professional’s 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.

13. Upon request, Professional shall furnish The City of Bastrop Economic Development Corporation with certified copies of all insurance policies.
14. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Bastrop Economic Development Corporation within ten (10) business days after contract award and prior to starting any work by the successful Professional'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 Economic Development Corporation, all required endorsements identified in sections A, B, C and D above shall be sent to the City of Bastrop Economic Development Corporation. The certificate of insurance and endorsements shall be sent to:

**City of Bastrop Economic Development Corporation**

Attn: Executive Director  
301 Highway 71 West, Suite 214  
Bastrop, Texas 78602

**Exhibit “D”**  
EVIDENCE OF INSURANCE



# CERTIFICATE OF LIABILITY INSURANCE

Acct#: 1180481

DATE (M)  
10/1

Item 12C.

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).

<b>PRODUCER</b> Lockton Companies, LLC 3657 Briarpark Dr., Suite 700 Houston, TX 77042	<b>CONTACT NAME:</b> 888-828-8365
	<b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A:</b> Indemnity Insurance Co. of North America	<b>NAIC #</b> 43575
<b>INSURER B:</b>	
<b>INSURER C:</b>	
<b>INSURER D:</b>	
<b>INSURER E:</b>	
<b>INSURER F:</b>	

**INSURED**  
 DOUCET & ASSOCIATES, INC.  
 7401 W US HIGHWAY 71 STE B180  
 AUSTIN, TX 78735-8264


**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.

INBR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ _____ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ _____ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ AGGREGATE \$ _____ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	C70042903	10/1/2021	10/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 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)

**CERTIFICATE HOLDER****CANCELLATION**

<b>DOUCET &amp; ASSOCIATES, INC.</b> 7401 W US HIGHWAY 71 STE B180 AUSTIN, TX 78735	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10 Item 12C.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. 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> USI Southwest 9811 Katy Freeway, Suite 500 Houston, TX 77024 713 490-4600	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 713 490-4600		FAX (A/C, No): 713-490-4700
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Doucet & Associates, Inc. 7401B Hwy. 71 West #160 Austin, TX 78735	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A : Continental Casualty Company		20443
	INSURER B : Beazley Insurance Company, Inc.		37540
	INSURER C : National Fire Insurance Co. of Hartford		20478
	INSURER D :		
	INSURER E :		

**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 SUBR INSR WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER:		2087785945	10/17/2021	10/17/2022	EACH OCCURRENCE    \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence)    \$300,000 MED EXP (Any one person)    \$10,000 PERSONAL & ADV INJURY    \$2,000,000 GENERAL AGGREGATE    \$4,000,000 PRODUCTS - COMP/OP AGG    \$4,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		2087935018	10/17/2021	10/17/2022	COMBINED SINGLE LIMIT (Ea accident)    \$1,000,000 BODILY INJURY (Per person)    \$ BODILY INJURY (Per accident)    \$ PROPERTY DAMAGE (Per accident)    \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OED <input checked="" type="checkbox"/> RETENTION \$10000		B2087786089	10/17/2021	10/17/2022	EACH OCCURRENCE    \$5,000,000 AGGREGATE    \$5,000,000 \$ PER STATUTE    OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. EACH ACCIDENT    \$ E.L. DISEASE - EA EMPLOYEE    \$ E.L. DISEASE - POLICY LIMIT    \$
B	Professional Liab Claims Made & Reported Pol		C24DF3210401 Retro:06/19/92	10/17/2021	10/17/2022	\$5,000,000 per claim \$5,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Land Surveyors, Inc.  
 Accusurve, Inc.  
 Earth Quest, Inc.

The General Liability policy(s) contain a blanket additional insured endorsement that provides additional insured status to the certificate when there is a written contract between the named insured and the (See Attached Descriptions)

<b>CERTIFICATE HOLDER</b> Doucet and Associates Inc. 7401 B Hwy. 71 West, Suite 160 Austin, TX 78735-0000	<b>CANCELLATION</b> 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 



## DESCRIPTIONS (Continued from Page 1)

Item 12C.

certificate holder that requires such status, but only in regard to work performed on or behalf of the named insured. The General Liability and Commercial Auto policy(s) contain a blanket waiver of subrogation endorsement that provides waiver of subrogation to the certificate holder when there is a written contract between the named insured and the certificate holder that requires such status, except where prohibited by law. The General Liability policy contains a blanket Primary and Non-Contributory endorsement in favor of the certificate holder when there is a written contract between the named insured and certificate holder that requires such status. The Umbrella policy is "follow-form" of the underlying General Liability and Commercial Auto Policy(s).

Description: \*\*\*FOR INFORMATION PURPOSES\*\*\*







# STAFF REPORT

**MEETING DATE:** October 25, 2022

**TITLE:**

Consider action to approve Resolution No. R-2022-100 of the City Council of the City of Bastrop, Texas approving award of a Standard Contract for Professional Services with Kimley-Horn and Associates, Inc. in the amount of Eighty Thousand Dollars and Zero Cents (\$80,000.00) for the Transportation Impact Fee Study; 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:**

Submitted by: Jennifer C. Bills, Director of Planning & Development

**BACKGROUND/HISTORY:**

The City of Bastrop has been experiencing steady growth in population and development. This increased development leads to an increase in vehicles that drive in and around Bastrop. All development, residential and commercial creates an impact to the existing street network and causes the need for new streets and improvements (stop lights, acceleration lanes, turn lanes, etc.). The Transportation Impact Fee Study will examine the Future Land Use Plan, the Master Transportation Master Plan and historic growth trends to determine the maximum assessable roadway impact fee that may be assessed per Chapter 395 of the Texas Local Government Code. With this information, the City can adopt the roadway impact fee to implement the Transportation Master Plan through future Capital Improvement Plan projects.

**FUNDING SOURCE:**

The funding for this project is from the General Fund and budgeted on in the FY2022-2023 Budget on page 104.

**RECOMMENDATION:**

Director of Planning & Development recommends City Council approve Resolution No. R-2022-100 of the City Council of the City of Bastrop, Texas approving award of a Standard Contract for Professional Services with Kimley-Horn and Associates, Inc. in the amount of Eighty Thousand Dollars and Zero Cents (\$80,000.00) for the Transportation Impact Fee Study; 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:**

- Exhibit A: Standard Contract for General Services with Kimley-Horn and Associates, Inc.

**RESOLUTION NO. R-2022-100**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING AWARD OF A PROFESSIONAL SERVICES CONTRACT WITH KIMLEY-HORN AND ASSOCIATES, INC. IN THE AMOUNT OF EIGHTY THOUSAND DOLLARS AND ZERO CENTS (\$80,000.00) FOR THE ROADWAY IMPACT FEE STUDY; 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 understands the importance of protecting life and property of the citizens and businesses of Bastrop; and

**WHEREAS**, The City Council understands that increased traffic demand can have in a developing community; and

**WHEREAS**, The City Council understands the importance of developing a comprehensive transportation impact analysis using best available data to assist the City in preparing for continuing growth and development and to identify the impact of additional roadway trips to the existing and future transportation network; and

**WHEREAS**, Chapter 395 of the Texas Local Government Code allows cities to adopt a roadway impact fee to fund Capital Improvement Plan projects within the city limits; and

**WHEREAS**, The City of Bastrop has chosen Kimley-Horn and Associates, Inc. from a list of qualified professional engineering services identified by City Council in 2018.

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

**Section 1:** That the City Manager is hereby authorized to execute the Professional Services Contract attached as Exhibit A, in the amount of eighty thousand dollars and zero cents (\$80,000.00).

**Section 2:** 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 October, 2022.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

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

This General Services Contract (“Contract”) is entered by and between the **City of Bastrop**, a Texas Home-Rule Municipal Corporation (the “City”), and **Kimley-Horn and Associates, Inc.** (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 “Roadway Impact Fee Study”).

**I. General Information and Terms.**

Engineer’s/Contractor’s Name and Address: 10814 Jollyville Rd, Bldg 4, Ste 200  
Austin, TX, 78759  
Attn: Robert J. Gutekunst, P.E. AICP

General Description of Services: Roadway Impact Fee Study complaint with the requirements of Texas Local Government Code Chapter 395, including adoption process support and post-adoption implementation support

Maximum Contract Amount: \$80,000.00

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 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 and professional liability insurance, name City 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 (c) be primary and noncontributory, for those policies in which the City is an additional insured, as to all other policies (including any deductibles or self-insured retentions) and self-insurance that may provide coverage to any member of City, 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.

#### **A. Audit**

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

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

**B. Reports of Incidents**

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

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

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

**V. Signatures.**

**KIMLEY-HORN AND ASSOCIATES, INC.**

**CITY OF BASTROP**

By: 

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

Printed Name: Scott R. Arnold

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

Title: Vice President

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

Date: June 1, 2022

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

**EXHIBIT A-1**

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

*(See Attached)*

# CERTIFICATE OF INTERESTED PARTIES

FORM 1

Item 12D.

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:  
2022-893005

Date Filed:  
05/31/2022

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Kimley-Horn and Associates, Inc.  
Dallas, 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.**

053122  
Roadway Impact Fee Study

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	McEntee, David L	Dallas, TX United States	X	
	Lefton, Steve	Dallas, TX United States	X	
	Flanagan, Tammy	Dallas, TX United States	X	
	Cook, Richard N	Dallas, TX United States	X	

5 Check only if there is NO Interested Party.

**6 UNSWORN DECLARATION**

My name is SARAH MEZA, and my date of birth is 05/14/1981.

My address is 13455 NOEL ROAD, SUITE 700, DALLAS, TX, 75240, US.  
(street) (city) (state) (zip code) (country)

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

Executed in DALLAS County, State of TEXAS, on the 31ST day of MAY, 2022.  
(month) (year)

Signature of authorized agent of contracting business entity  
(Declarant)

**EXHIBIT A-2**

Scope of Services **dated May 26, 2022**

*(See Attached)*



# Exhibit A-2

## Scope of Work

### Roadway Impact Fee Study

#### SCOPE OF WORK OVERVIEW

Kimley-Horn and Associates, Inc. (“Engineer”) understands the goal of this project is to evaluate the development and implementation of a Roadway Impact Fee for the City. This scope of services will provide the City with the technical analysis required by Chapter 395 of the Texas Local Government Code (TLGC) to determine the maximum assessable roadway impact fee that may be assessed. To conduct the land use assumptions analysis, the Engineer will utilize the demographics from the most recent water and wastewater impact fee study and latest Future Land Use Plan to align with growth projections within the City Limits. The growth will be compared to historic growth based on building permit history. To create the Roadway Impact Fee Capital Improvements Plan (CIP), the Engineer will utilize the most recent Transportation Master Plan CIP projects, and make adjustments based on feedback from the City. Any analysis outside Task 3B related to amending the City’s Future Land Use Plan, Transportation Master Plan, or a change to the roadway impact fee study resulting from an amendment to the Future Land Use Plan or Transportation Master Plan following a notice from the City to use one or both of these documents, will be considered additional services. The project is broken into two phases. The first phase is the evaluation and analysis component and the second phase is adoption and implementation.

This project is anticipated to consist of the following components:

#### Phase 1: Evaluation and Analysis

1. Project Initiation, Education and Management
2. Land Use Assumptions
3. Master Plan Review and Impact Fee Capital Improvements Plan (CIP)
4. Maximum Fee Calculations and Rate Analysis
5. Credit Calculation

#### Phase 2: Adoption and Implementation

6. Roadway Impact Fee Study Document and Adoption Process
7. Administrative Tools and Implementation Support

#### Task 1. Project Initiation, Education and Management

- A. Project Kick-Off Meeting. The Engineer will meet with the City for a formal kick-off meeting for the Roadway Impact Fee project. During this meeting, the scope and City contacts will be determined for each task and a draft schedule will be discussed to meet requirements of TLGC Ch. 395.
- B. Project Team Status Meetings and Coordination. The Engineer will participate in reoccurring meetings with City staff. These meetings will be held on specific days and times as agreed by the City. A maximum of one (1) hour will be anticipated for each meeting. It is assumed that up to three (3) meetings will be in-person. The Engineer will prepare notes from each meeting. A maximum of six (6) meetings will be held.
- C. Project Status Reports and Invoicing. The Engineer will prepare and submit monthly status reports regarding project schedule and critical tasks. The Engineer will prepare monthly invoices.
- D. Service Areas. The Engineer will meet with the City to develop the roadway impact fee service area boundaries within the existing City limits consistent with the six (6) mile limit required by Chapter 395 of the Local Government Code. The Engineer anticipates a maximum of two (2) service areas will be required for roadway impact fees. An attempt to reduce these will be completed by developing up to two alternative service area concepts.

- E. Project Education. The Engineer will prepare for and attend up to two (2) project education meetings. These are anticipated to be following meetings:
- One (1) stakeholder, P&Z, City Council, or other committees;
  - One (1) joint City Council and Capital Improvements Advisory Committee (CIAC) workshop to present fundamentals of Roadway Impact Fees, a summary of the Roadway Impact Fee methodology, Land Use Assumptions, and the CIP and Maximum Assessable Roadway Impact Fees

## Task 2 Land Use Assumptions

- A. Data Collection. The Engineer will coordinate with the City to obtain the following data or confirm existing data from the Transportation Master Plan:
- Demographic Data from the latest Future Land Use Plan, including assumed densities for each land use and assumptions for next 10 years anticipated to develop
  - City Contacts – The City shall provide the organization structure and contact information for the applicable City staff involved with the land use assumptions.
  - Comprehensive Master Plans – The City shall identify and provide the City’s most recent comprehensive master plans.
  - Building Permit History – The City shall provide the Engineer with available building permit history (both residential and non-residential) for the previous ten (10) years.
  - Currently adopted Land Use Assumptions for Water and Wastewater Impact Fees.
  - Maps – The City shall provide the Engineer with available GIS shapefiles, associated databases, and layer files in ESRI ArcGIS10.x format. All data shall be projected in NAD 83 State Plane, North Central Texas Zone coordinates. Data should include:
    - Current Zoning Map;
    - Annexations anticipated to be completed prior to study adoption;
    - Future Land Use Plan Map;
    - City / County Parcel Data; and
    - City Limits and ETJ Map.
- B. Ten-Year Land Use Assumptions. Chapter 395 states that impact fees may only be used to pay for items included in the Impact Fee Capital Improvements Plan and attributable to new service units projected over a period of time not to exceed ten (10) years. Based on guidance from the City regarding projected development patterns and growth rates and collected data, the Engineer will develop the Ten-Year Land Use Assumptions for the 10-year planning window. The Engineer will complete the demographic table for each roadway service area.
- C. Documentation. The Engineer will incorporate the Land Use Assumptions information prepared by the City into the final Impact Fee Report. No separate documentation will be completed for the land use assumptions.
- D. Meetings. The Engineer will discuss the land use assumptions during one (1) of the reoccurring project team status meetings. It is anticipated to be one (1) of the meetings.
- E. Deliverables.
- No specific deliverable will be prepared for this task; the Land Use Assumptions will be incorporated into the final Impact Fee Study report in Task 6A.

### Task 3. Master Plan Review and Impact Fee CIP

- A. Data Collection. The Engineer will coordinate with the City to obtain the following data:
- City contacts – City shall provide the organization structure and contact information for the applicable City staff involved with the completion of the roadway capacity analysis and roadway impact fee CIP.
  - Transportation Master Plan – The Engineer will utilize the transportation plan as is currently adopted. Any analysis related to updating the City’s currently adopted Transportation Master Plan will be considered additional services.
  - Traffic Counts – The Engineer will collect up to ten (10) 24-hour bi-directional pneumatic tube counts and up to ten (10) turning movement counts during the PM Peak from 4PM-6PM throughout the City for existing demand information.
  - Historical Project Costing Information – The City shall provide the Engineer with available data on the actual City costs for previously completed roadway improvement projects to assist in the development of planning level project costs for future projects and to include any project costs for previously completed projects with excess capacity available to serve future growth. These will be used to refine the cost of projects identified in the Transportation Master Plan.
- B. Transportation Master Plan Review. The Engineer will review the currently adopted Transportation Mater Plan (TMP) to verify if modifications are needed (without analysis) prior to formulating the Roadway Capital Improvement Plan. Modification will be provided with the recommendations from City staff. The Engineer will update the mapping as a resulting of City recommendations. City staff will perform the necessary tasks to have the revised TMP adopted by City Council (if necessary). As part of this task, the Engineer will conduct a one (1) day field visit to observe and document existing roadway conditions, deficiencies, confirm any completed projects from the TMP, and identify intersection improvement projects that may not be in the TMP for inclusion or removal from the Roadway Capital Improvement Plan.
- C. Ten-Year Growth Projections and Capacity Analysis.
- The Engineer will identify the service units for new development and the average trip length. Using the 11<sup>th</sup> Edition of the Institute of Transportation Engineer’s (ITE) Trip Generation Manual, the Engineer will incorporate trip generation and pass-by trip rates.
  - The Engineer will perform an analysis of existing conditions. This will include a determination of roadway capacities, volumes, vehicle-miles of supply, vehicle-miles of demand, existing excess capacity, and existing deficiencies.
  - The Engineer will project traffic conditions for the ten-year planning period, the target year for the impact fee growth projections. This will include growth and new demand for each service area established in Task 2. The Engineer will determine the capacity available for new growth.
- D. Roadway Impact Fee Capital Improvements Plan
- The Engineer will assist the City to develop a Roadway Impact Fee Capital Improvements Plan which will consist of cost projections for anticipated projects to be included in the study. The Roadway Impact Fee Capital Improvements Plan will consist of existing oversized facilities and proposed facilities designed to serve future development. The Roadway Impact Fee Capital Improvements Plan will include a general description of the project and a project cost projection. Planning level cost projections for future projects will be prepared based on discussion with local roadway construction contractors, City staff, and previous experience with roadway construction costs. The City will provide actual City cost information for previously completed projects with excess capacity and any cost contribution to County, State, Federal, or developer constructed projects.

- Due to the variety of unknowns associated with roadway project costs projections (ROW acquisition, utility relocations, etc.), the planning level project cost projections utilized in the roadway impact fee analysis should not be used for any future capital improvement planning within the City.
- The Engineer will identify the portion of projected improvements required to serve existing demand and the portion of project improvements required to serve new development within the 10-year planning period.

E. Meetings. The Engineer will prepare for and attend the following meetings:

- The Engineer will discuss the Transportation Master Plan and Roadway Impact Fee Capital Improvement Plan during three (3) of the reoccurring project team status meetings. It is anticipated to be three (3) of the meetings.

F. Deliverables

- Roadway Impact Fee CIP Review Packet (which will be included within the Appendix of the final report)

#### **Task 4. Maximum Fee Calculation and Rate Analysis**

- A. Pre-Credit Maximum Assessable Roadway Impact Fee Calculation. Using the newly developed ten-year growth projections, roadway impact fee capital improvements plan, and capacity available for new growth, the Engineer will determine the cost of roadway improvements by service area, the maximum costs per service unit, and the resulting pre-credit maximum assessable roadway impact fees by service area. The Engineer will incorporate the financial analysis performed in Task 4B to determine the maximum assessable impact fee per service unit.
- B. Financial Analysis. A financial analysis for the credit calculation will not be performed unless Task 5 is authorized. Prior to authorization of Task 5, 50% of the pre-credit maximum assessable roadway impact fee calculated in Task 4A will be utilized to determine the maximum assessable roadway impact fee.
- C. Meetings. The Engineer will prepare for and attend the following meeting:
- The Engineer will discuss the Maximum Impact Fee Calculation during one of the reoccurring project team status meetings. It is anticipated to be one of the meetings.
- D. Deliverables.
- No specific deliverable will be prepared for this task; the Maximum Fee Calculations and Rate Analysis will be incorporated into the final Impact Fee Study report in Task 6A.

#### **Task 5. Financial Credit Calculation Analysis**

- A. Financial Credit Calculation. Using the impact fee eligible capital improvement costs and projected service units, a financial subconsultant will calculate maximum assessable full-cost recovery impact fees for the designated ten-year period for roadway facilities for up to two (2) service areas. The financial subconsultant will provide forecasted cash flows for the maximum assessable impact fee for the ten-year period based on projected capital improvement program's implementation schedule (if available) and growth in projected service units. The Engineer will work in conjunction with the financial subconsultant to incorporate the Capital Improvements Plan identified in Task 3D.

- B. Meetings. The financial subconsultant will prepare for and attend the following meetings:
- One (1) meetings with City staff to review the proposed Maximum Assessable Roadway Impact Fees with credit calculation.
  - One (1) CIAC or Council meeting for questions related to the credit calculation.
- C. Deliverables
- No specific deliverable will be prepared for this task; the Maximum Fee Calculations and Rate Analysis will be incorporated into the final Impact Fee Study report.

## Task 6. Documentation and Adoption Process

- A. Roadway Documentation. The Engineer will provide both a draft and final Roadway Impact Fee Report. The report will consist of:

- Land Use Assumptions;
- Roadway service areas;
- Roadway CIP;
- Narrative of the impact fee methodology;
- Impact fee calculations;
- Land Use Vehicle-Mile Equivalency Table; and
- Supporting Exhibits.

- B. Deliverables

- Electronic (.pdf) copy of the Draft Roadway Impact Fee Report;
- Five (5) 8.5" x 11" hard copies of the Draft Roadway Impact Fee Report; and
- Upon final approval of the Roadway Impact Fee Analysis and new ordinance by the City Council, the Engineer will provide five (5) 8" x 11" originals and one (1) electronic (.pdf) copy of the Final Roadway Impact Fee Report.

- C. Adoption Process

The Engineer will collect information on actual roadway impact fees collected for up to six (6) benchmark cities for up to three (3) different land uses (likely residential, commercial, and industrial land uses). This information will be provided to the City in electronic (.xls) tabular format for use in the development of comparison tables.

The Engineer will review the proposed Roadway Impact Fee Ordinance as prepared by the City Attorney. It is anticipated the City Attorney will require exhibits from the Roadway Impact Fee Report to be included in the ordinance. We recommend the City coordinate with their Attorney to ensure they will be able to prepare the ordinance during Task 4.

It is anticipated that the Engineer will prepare for and attend up to nine (9) meetings in-person with one (1) person from the Engineer with the CIAC, City Council, and stakeholders for the adoption process.

## Task 7. Administrative Tools and Implementation Support

- A. Impact Fee Estimator. The Engineer will create a Roadway Impact Fee estimator spreadsheet tool to assist in calculating a development's roadway impact fees based on the impact fee rates adopted in Task 6.
- B. Implementation Support. The Engineer will provide implementation support to assist City staff as a program is rolled out. This implementation support is assumed to be 10 hours.
- C. Deliverables
- Electronic (.xls) Impact Fee Estimator Tool.

## Services to be Provided by the City

### Task 1 – Project Initiation, Education and Management

Project Team Status Meetings and Coordination. The City will participate reoccurring meetings with Kimley-Horn. A maximum of six (6) meetings will be held.

### Task 2 – Land Use Assumptions

Data Collection. The City will provide the following data:

- TAZ Demographic Data from the Water/Wastewater Impact Fee Study
- City Contacts – The City shall provide the organization structure and contact information for the applicable City staff involved with the land use assumptions.
- Water/Wastewater Impact Fee Study
- Building Permit History – The City shall provide the Engineer with available building permit history (both residential and non-residential) for the previous ten (10) years.
- Currently adopted Land Use Assumptions for Water and Wastewater Impact Fees.
- Maps – The City shall provide the Engineer with available GIS shapefiles, associated databases, and layer files in ESRI ArcGIS10.x format. All data shall be projected in NAD 83 State Plane, North Central Texas Zone coordinates. Data should include:
  - Current Zoning Map;
  - Future Land Use Plan Map;
  - City / County Parcel Data; and
  - City Limits and ETJ Map

### Task 3 – Master Plan Review and Impact Fee Capital Improvements Plan (CIP)

Data Collection. The City will provide the following data:

- City contacts – City shall provide the organization structure and contact information for the applicable City staff involved with the completion of the roadway capacity analysis and roadway impact fee CIP.
- Historical Project Costing Information – The City shall provide Engineer with available data on the actual City costs for previously completed arterial roadway improvement projects to assist in the development of planning level project costs for future projects and to include any project costs for previously completed projects with excess capacity available to serve future growth.

Transportation Master Plan Review. Modifications to the TMP will be provided by City staff. City staff will perform the necessary tasks to have the revised TMP adopted by City Council (if necessary).

### Task 5 – Financial Credit Calculation Analysis

Data Collection. The City will coordinate with the financial subconsultant to provide information needed for the optional credit calculation.

### Task 6 – Roadway Impact Fee Study Document and Adoption Process

#### Adoption Process

- The City will prepare the proposed Roadway Impact Fee Ordinance.
- The City will organize and submit advertisements to the local paper for the public hearings.
- The City will prep the documents needed for advisory committee meetings and Council.

### **Additional Services**

Any services not specifically provided for in the above scope will be considered additional services and can be performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Additional meetings with staff;
- Additional public meetings;
- Revisions to the Transportation Master Plan;
- Traffic Counts; and
- Major re-works required as a result of City comments that are inconsistent with the Engineer's original direction from the City.

### Payment Terms

Payment shall be hourly as shown in Article D of this Contract. This amount shall be payable by the City hourly based on monthly billing. The below is provided for the estimated hours in support of the not to exceed amount of \$80,000.

TASK DESCRIPTION	Project Manager	Senior Engr (QC)	Engineer	Analyst	Acct'g Admin	Clerical	Subtotal Hours	Cost of Labor Task	Expenses / Subconsultant	Task Cost
<b>Task 1 Project Initiation, Education and Management</b>										
A. Project Kick-Off Meeting and Impact Fee 101	4						4	\$ 800.00		\$ 800.00
B. Project Team Status Meetings and Coordination	12	2		12			26	\$ 4,620.00	\$ 600.00	\$ 5,220.00
C. Project Status Reports and Invoicing	3			9	9	9	30	\$ 3,390.00		\$ 3,390.00
D. Service Areas	2	2		6			10	\$ 1,780.00		\$ 1,780.00
E. Project Education	4			4			8	\$ 1,360.00	\$ 200.00	\$ 1,560.00
Task Totals	25	4	0	31	9	9	68	\$ 11,950.00	\$ 800.00	\$ 12,750.00
<b>Task 2 Land Use Assumptions</b>										
A. Data Collection	1			4			5	\$ 760.00	\$ 5,000.00	\$ 5,760.00
B. Ten-Year Land Use Assumptions	3	2		24			29	\$ 4,500.00		\$ 4,500.00
Task Totals	4	2	0	28	0	0	34	\$ 5,260.00	\$ 5,000.00	\$ 10,260.00
<b>Task 3: Master Plan Review and Impact Fee Capital Improvements Plan (CIP)</b>										
A. Data Collection	2			4			6	\$ 960.00		\$ 960.00
B. Master Plan Review	8	2	4	12			26	\$ 4,440.00		\$ 4,440.00
C. Ten-Year Growth Projections and Capacity Analysis	4			16			20	\$ 3,040.00		\$ 3,040.00
D. Roadway Impact Fee Capital Improvements Plan	8	2		40			50	\$ 7,740.00		\$ 7,740.00
E. Meetings							0	\$ -		\$ -
F. Deliverables	4			8		8	20	\$ 2,680.00		\$ 2,680.00
Task Totals	26	4	4	80	0	8	122	\$ 18,860.00	\$ -	\$ 18,860.00
<b>Task 4: Maximum Fee Calculations and Rate Analysis</b>										
A. Pre-Credit Maximum Assessable Roadway Impact Fee Calculation	4	2		6			12	\$ 2,180.00		\$ 2,180.00
B. Financial Analysis	2	2		4			8	\$ 1,500.00		\$ 1,500.00
C. Meetings							0	\$ -		\$ -
D. Deliverables							0	\$ -		\$ -
Task Totals	6	4	0	10	0	0	20	\$ 3,680.00	\$ -	\$ 3,680.00
<b>Task 5: Financial Credit Calculation Analysis</b>										
A. Financial Credit Calculation									\$ 12,000.00	\$ 12,000.00
Task Totals									\$ 12,000.00	\$ 12,000.00
<b>Task 6: Roadway Impact Fee Document and Adoption Process</b>										
A. Document	10	2	4	16		4	36	\$ 5,780.00		\$ 5,780.00
B. Deliverables	2			5		6	13	\$ 1,670.00		\$ 1,670.00
C. Adoption Process (9 meetings)	27			9			36	\$ 6,660.00	\$ 500.00	\$ 7,160.00
Task Totals	39	2	4	30	0	10	85	\$ 14,110.00	\$ 500.00	\$ 14,610.00
<b>Task 7: Administrative Tools and Implementation Support</b>										
A. Estimator Worksheet	8			30			38	\$ 5,800.00		\$ 5,800.00
B. Implementation	10						10	\$ 2,000.00		\$ 2,000.00
Task Totals	18	0	0	30	0	0	48	\$ 7,800.00	\$ -	\$ 7,800.00
Grand Total Hours =	118	16	8	209	9	27	377		Grand Total Cost =	\$ 79,960.00





Kimley-Horn and Associates, Inc.

Standard Rate Schedule

(Hourly Rate)

Analyst	\$120 - \$200
Professional	\$180 - \$230
Senior Professional I	\$220 - \$285
Senior Professional II	\$265 - \$300
Senior Technical Support	\$145 - \$210
Support Staff	\$90 - \$130
Technical Support	\$90 - \$135

Effective through June 30, 2022

Subject to periodic adjustment thereafter

**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 endorsement under the Commercial Liability Insurance policy 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:

	<u>Very High/High Risk</u>	<input checked="" type="checkbox"/> <u>Medium Risk</u>	<u>Low Risk</u>
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)
- |                        | <u>Very High/ High Risk</u> | <input checked="" type="checkbox"/> <u>Medium Risk</u> | <u>Low Risk</u>        |
|------------------------|-----------------------------|--|------------------------|
| 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.



# STAFF REPORT

**MEETING DATE:** October 25, 2022

**TITLE:**

Consider action to approve Resolution No. R-2022-102 of the City Council of the City of Bastrop, Texas, approving the purchase of easement rights for the construction of the Simsboro Aquifer Water Treatment Plant, Well Field and Transmission Facilities project, in the amount of Twenty-Three Thousand, Five Hundred Six Dollars and Forty Cents (\$23,506.40); authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

**AGENDA ITEM SUBMITTED BY:**

Submitted by: Fabiola de Carvalho, AMP MIAM, Director of Engineering and Capital Project Management

**BACKGROUND/HISTORY:**

The City of Bastrop is currently in the process of building a new water treatment plant, that includes but is not limited to: a water treatment plant facility, a well field, and transmission lines. In order to allow construction, permanent and temporary easements are required.

The City of Bastrop and Alejandro Alvarado Rosas desire to enter into an agreement for the purchase of permanent public utility easements, and a temporary construction easement within Parcel 7, to proceed with the construction of the 24-in transmission line, included in the Simsboro Aquifer Water Treatment Plant, Well Field and Transmission Facilities project and described on Exhibit A.

The appraisal amount is \$22,292.00 and the property owner accepted this amount in exchange for the easement rights needed to proceed with the construction of this project. The Engineering and Capital Project Management is asking City Council to authorize the approval in the amount of \$23,506.40. The additional costs are closing costs/title insurance.

**FISCAL IMPACT:**

FY22 Annual Budget

- New CO Bond Series 2022A: being issued in December

**RECOMMENDATION:**

Consider action to approve Resolution No. R-2022-102 of the City Council of the City of Bastrop, Texas, approving the purchase of easement rights for the Simsboro Aquifer Water Treatment Plant, Well Field and Transmission Facilities project, in the amount of Twenty-Three Thousand, Five Hundred Six Dollars and Forty Cents (\$23,506.40); authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

**ATTACHMENTS:**

- Resolution No. R-2022-102
- Exhibit A: Easement Documents
- Exhibit B: Map Location



**RESOLUTION NO. R-2022-102**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING THE PURCHASE OF EASEMENT RIGHTS FOR THE CONSTRUCTION OF THE SIMSBORO AQUIFER WATER TREATMENT PLANT, WELL FIELD AND TRANSMISSION FACILITIES PROJECT, IN THE AMOUNT OF TWENTY-THREE THOUSAND FIVE HUNDRED SIX DOLLARS AND FORTY CENTS (\$23,506.40); AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Bastrop and Alejandro Alvarado Rosas desire to enter into an agreement for the purchase of permanent public utility easements, and a temporary construction easement to proceed with the construction of the 24-in transmission line, included in the Simsboro Aquifer Water Treatment Plant, Well Field and Transmission Facilities project and described on Exhibit A; and

**WHEREAS**, the City of Bastrop City Council finds that it is the best interest of the City to enter into this agreement.

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

**Section 1.** The City Council of the City of Bastrop, Texas authorizes the City Manager, to sign the easement documents attached as Exhibit A.

**Section 2.** All forms shall be approved by the City Attorney.

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



**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop this 25<sup>th</sup> day of October 2022.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**A. Settlement Statement**

**B. Type of Loan**

1. <input type="checkbox"/> FHA    2. <input type="checkbox"/> FmHA    3. <input type="checkbox"/> Conv Unins 4. <input type="checkbox"/> VA    5. <input type="checkbox"/> Conv Ins.    6. <input type="checkbox"/> Seller Finance 7. <input checked="" type="checkbox"/> Cash Sale.	6. File Number <b>2243580-BAS</b>	7. Loan Number	8. Mortgage Ins Case Number
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**C. Note:** This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower <b>City of Bastrop PO Box 427 Bastrop, TX 78602</b>	E. Name & Address of Seller <b>Alejandro Alvarado Rosas 194 Reids Bend Bastrop, TX 78602</b>	F. Name & Address of Lender ,
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G. Property Location  <b>ABS A11 Bastrop Town Tract, 10.289 Acres in Bastrop County , TX</b>	H. Settlement Agent Name <b>Independence Title 5900 Shepherd Mountain Cove, Bldg 2, Ste. 200 Austin, TX 78730 Tax ID: 20-8050955 Underwritten By: Title Resources Guaranty Company</b>		
	<table border="1" style="width: 45%; border-collapse: collapse;"> <tr> <td>                             Place of Settlement  <b>Independence Title 301 Highway 71 West, Suite 106 Bastrop , TX 78602</b> </td> <td style="width: 55%;">                             I. Settlement Date  <b>9/30/2022</b>                              Fund:                         </td> </tr> </table>	Place of Settlement <b>Independence Title 301 Highway 71 West, Suite 106 Bastrop , TX 78602</b>	I. Settlement Date <b>9/30/2022</b> Fund:
Place of Settlement <b>Independence Title 301 Highway 71 West, Suite 106 Bastrop , TX 78602</b>	I. Settlement Date <b>9/30/2022</b> Fund:		

<b>J. Summary of Borrower's Transaction</b>		<b>K. Summary of Seller's Transaction</b>	
<b>100. Gross Amount Due from Borrower</b>		<b>400. Gross Amount Due to Seller</b>	
101. Contract Sales Price	<b>\$22,292.00</b>	401. Contract Sales Price	<b>\$22,292.00</b>
102. Personal Property		402. Personal Property	
103. Settlement Charges to borrower	<b>\$1,214.40</b>	403.	
104.		404.	
105.		405.	
<b>Adjustments for items paid by seller in advance</b>		<b>Adjustments for items paid by seller in advance</b>	
106. Property taxes		406. Property taxes	
107. City property taxes		407. City property taxes	
108. County property taxes		408. County property taxes	
109. School property taxes		409. School property taxes	
110. HOA Dues		410. HOA Dues	
111. MUD Taxes		411. MUD Taxes	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
116.		416.	
<b>120. Gross Amount Due From Borrower</b>	<b>\$23,506.40</b>	<b>420. Gross Amount Due to Seller</b>	<b>\$22,292.00</b>
<b>200. Amounts Paid By Or in Behalf Of Borrower</b>		<b>500. Reductions in Amount Due to Seller</b>	
201. Deposit or earnest money		501. Excess Deposit	
202. Principal amount of new loan(s)		502. Settlement Charges to Seller (line 1400)	<b>\$4,390.14</b>
203. Existing loan(s) taken subject to		503. Existing Loan(s) Taken Subject to	
204. Loan Amount 2nd Lien		504. Payoff to	
205.		505. Payoff to	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
<b>Adjustments for items unpaid by seller</b>		<b>Adjustments for items unpaid by seller</b>	
210. Property taxes		510. Property taxes	
211. City property taxes		511. City property taxes	
212. County property taxes		512. County property taxes	
213. School property taxes		513. School property taxes	
214. HOA Dues		514. HOA Dues	
215. MUD Taxes		515. MUD Taxes	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
<b>220. Total Paid By/For Borrower</b>	<b>\$0.00</b>	<b>520. Total Reduction Amount Due Seller</b>	<b>\$4,390.14</b>
<b>300. Cash At Settlement From/To Borrower</b>		<b>600. Cash At Settlement To/From Seller</b>	
301. Gross Amount due from borrower (line 120)	<b>\$23,506.40</b>	601. Gross Amount due to seller (line 420)	<b>\$22,292.00</b>
302. Less amounts paid by/for borrower (line 220)	<b>\$0.00</b>	602. Less reductions in amt. due seller (line 520)	<b>\$4,390.14</b>
<b>303. Cash From Borrower</b>	<b>\$23,506.40</b>	<b>603. Cash To Seller</b>	<b>\$17,901.86</b>

Section 5 of the Real Estate Settlement Procedures Act (RESPA) requires the following: • HUD must develop a Special Information Booklet to help persons borrowing money to finance the purchase of residential real estate to better understand the nature and costs of real estate settlement services; • Each lender must provide the booklet to all applicants from whom it receives or for whom it prepares a written application to borrow money to finance the purchase of residential real estate; • Lenders must prepare and distribute with the Booklet a Good Faith Estimate of the settlement costs that the borrower is likely to incur in connection with the settlement. These disclosures are mandatory.

Section 4(a) of RESPA mandates that HUD develop and prescribe this standard form to be used at the time of loan settlement to provide full disclosure of all charges imposed upon the borrower and seller. These are third party disclosures that are designed to provide the borrower with pertinent information during the settlement process in order to be a better shopper. The Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information requested does not lend itself to confidentiality.

<b>L. Settlement Charges</b>			Paid From	Paid From
<b>700. Total Sales/Broker's Commission based on price</b>	<b>\$22,292.00</b>	<b>@ % = \$0.00</b>	Borrower's Funds at Settlement	Seller's Funds at Settlement
Division of Commission (line 700) as follows:				
701.	to			
702.	to			
703.	Commission Paid at Settlement		<b>\$0.00</b>	<b>\$0.00</b>
704.	The following persons, firms or	to		
705.	corporations received a portion	to		
706.	of the real estate commission amount	to		
707.	shown above:	to		
<b>800. Items Payable in Connection with Loan</b>				
801.	Loan Origination Fee %	to		
802.	Loan Discount %	to		
803.	Appraisal Fee	to		
804.	Credit Report	to		
805.	Lender's Inspection Fee	to		
806.	Mortgage Insurance Application	to		
807.	Underwriting Fee	to		
808.	Flood Cert Fee	to		
809.	Processing Fee	to		
810.	Tax Services	to		
<b>900. Items Required by Lender To Be Paid in Advance</b>				
901.	Interest from <b>9/30/2022</b> to <b>10/1/2022</b> @ \$0/day			
902.	Mortgage Insurance Premium for months	to		
903.	Hazard Insurance Premium for years	to		
904.	2nd Lien Interest	to		
<b>1000. Reserves Deposited With Lender</b>				
1001.	Hazard insurance	months @ per month		
1002.	Mortgage insurance	months @ per month		
1003.	Property Taxes	months @ per month		
1004.	City Property Taxes	months @ per month		
1005.	County Property taxes	months @ per month		
1006.	School Property Taxes	months @ per month		
1007.	MUD Taxes	months @ per month		
1008.	HOA Dues	months @ per month		
1011.	Aggregate Adjustment			
<b>1100. Title Charges</b>				
1101.	Settlement or closing fee	to		
1102.	Abstract or title search	to		
1103.	Title examination	to		
1104.	Title insurance binder	to		
1105.	Document preparation	to		
1106.	Notary fees	to		
1107.	Attorney's fees	to		
(includes above items numbers: )				
1108.	Title insurance	to <b>Independence Title Co.</b>	<b>\$328.00</b>	
(includes above items numbers: )				
1109.	Lender's coverage	<b>\$0.00/\$0.00</b>		
1110.	Owner's coverage	<b>\$22,292.00/\$328.00</b>		
1111.	State of Texas Policy Guaranty Fee	to <b>Texas Title Insurance Guaranty Association</b>	<b>\$2.00</b>	<b>\$0.00</b>
1112.	Escrow Fee	to <b>Independence Title Co.</b>	<b>\$700.00</b>	
1113.	Courier Fee	to <b>Independence Title Co.</b>	<b>\$35.00</b>	
1114.	e-Recording	to <b>Independence Title Co.</b>	<b>\$6.00</b>	
<b>1200. Government Recording and Transfer Charges</b>				
1201.	Recording Fees	Deed <b>\$66.00</b> ; Mortgage ; Rel to <b>Independence Title Co.</b>	<b>\$66.00</b>	
1202.	City/county tax/stamps	Deed ; Mortgage to		
1203.	State tax/stamps	Deed ; Mortgage to		
1204.	Record Consent of Lien Holder	to <b>Independence Title Co.</b>	<b>\$34.00</b>	
<b>1300. Additional Settlement Charges</b>				
1301.	Survey	to		
1302.	Pest Inspection	to		
1303.	HOA Transfer Fee	to		
1304.	Home Warranty	to		
1305.	Property Taxes	to		
1306.	Tax Certificate	to <b>Texas Real Tax Services, Ltd.</b>	<b>\$43.40</b>	
1307.	MUD Certificate	to <b>Texas NTP, LLC</b>		
1308.	2022 Pro Rated Taxes	to <b>Bastrop County Tax Assessor-Collector</b>		
1309.	Pay 2021 Past Due County Taxes	to <b>Bastrop County Tax Assessor-Collector</b>		<b>\$4,390.14</b>
<b>1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)</b>			<b>\$1,214.40</b>	<b>\$4,390.14</b>

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.

By: \_\_\_\_\_  
Trey Job, City Manager

\_\_\_\_\_  
Alejandro Alvarado Rosas

SETTLEMENT AGENT CERTIFICATION

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

_____ Settlement Agent	_____ Date
---------------------------	---------------

**Warning:** It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

Previous Editions are Obsolete

Page 2

form HUD-1 (3/86)  
Handbook 4305.2

**EASEMENT PURCHASE AGREEMENT  
ALEJANDRO ALVARADO ROSAS**

This Purchase Agreement (this "Agreement") is made and entered into by and between the **CITY OF BASTROP, TEXAS**, a Texas home rule municipality ("Buyer"), and **ALEJANDRO ALVARADO ROSAS**, ("Seller"), hereafter collectively referred to as the "Parties," upon the premises and for the purposes set out herein, and is effective as stated in this Agreement.

**INTRODUCTION**

A. Seller is the current owner thereof of 10.289 acre tract recorded in/under Document No. 201915162, Official Public Records of Bastrop County, Texas.

B. Buyer requires acquisition of portions of this tract for a Public Utility and Temporary Access & Construction easement (**Exhibit "A"**) for the WTP 24 Transmission Line Project hereafter collectively referred to as the "Easement."

C. Seller is willing to convey and Buyer to purchase the Public Utility and Temporary Access & Construction Easement for the appraised value of **\$22,292.00**

NOW, THEREFORE, in exchange for the mutual promises provided herein, the Parties agree as follows:

**I.**

*Purchase and Sale Agreement.* For the Purchase Price, Seller agrees to sell and convey an easement to Buyer, and Buyer agrees to buy and pay Seller for the Public Utility and Temporary Access & Construction Easement as described in **Exhibit "A"** for public utility facilities, including placement, construction, installation, replacement, repair, maintenance, upgrade, relocation, removal, and operation of any public utility facilities, and related appurtenances, or making connections thereto and the temporary access & construction easement, for the construction and maintenance as part of the WTP 24 Transmission Line Project. The promises by Buyer and Seller stated in this contract are the consideration for the formation of this contract. The obligations of the Buyer contained in this agreement are conditional on City of Bastrop, Council's approval and acceptance of the Easement. In the event the City Council does not approve the acceptance of the Easement, Buyer shall pay Seller \$100.00, as consideration for Seller's agreement to the condition on closing and shall return to Seller all original documents, unfiled with the County, at Buyer's expense.

**II.**

*The Purchase Price.* **TWENTY TWO THOUSAND TWO HUNDRED NINETY-TWO AND NO/100 (\$22,292.00)** to be paid at closing.

**III.**

*The Property.* A 0.588 acre public utility easement and a 0.303 acre temporary construction easement over, across, under and through a 10.289 acre tract recorded in/under Document No. 201915162, Official Public Records of Bastrop County, Texas as

more particularly described in **Exhibit “A”**, attached hereto and incorporated by reference for all purposes.

**IV.**

*Easement Instrument.* The Instrument of Conveyance shall be in substantial conformance with the form and substance as stated in the Public Utility and Temporary Access & Construction Easement Agreement (**Exhibit “B”**), attached hereto and incorporated by reference for all purposes.

**V.**

*Miscellaneous.*

*A. Closing Date.* The parties shall close on this transaction within 30 days of City Council’s approval and acceptance of the Easement.

*B. Notice.* Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the party to be notified and with all charges prepaid; (ii) by depositing it with Federal Express or another service guaranteeing “next day delivery”, addressed to the party to be notified and with all charges prepaid; (iii) by personally delivering it to the party, or any agent of the party listed in this Agreement; or (iv) by facsimile with confirming copy sent by one of the other described methods of notice set forth. Notice by United States mail will be effective on the earlier of the date of receipt or three (3) days after the date of mailing. Notice given in any other manner will be effective only when received. For purposes of notice, the addresses of the parties will, until changed as provided below, be as follows:

Buyer: City of Bastrop  
Attn: Paul Hofmann, City Manager  
P.O. Box 427  
Bastrop, TX 78602

Seller: Alejandro Alvarado Rosas  
194 Reids Bend  
Bastrop, TX 78602

*C. Severability; Waiver.* If any provision of this agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is similar in terms to the illegal, invalid, or enforceable provision as is possible. Each of the rights and obligations of the parties hereto are separate covenants. Any failure by a party to insist upon strict performance by the other party of any provision of this Agreement will not be deemed a waiver of such provision or any other provision, and such party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

- D. 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.
- E. Applicable Law and Venue.* The interpretation, performance, enforcement, and validity of this Agreement is governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Bastrop County, Texas.
- F. Entire Agreement.* With the exception of the permits and approvals to be issued in connection with this Agreement, this Agreement contains the entire agreement of the Parties and there are no other agreements or promises, oral or written between the Parties regarding the subject matter of this Agreement.
- G. Amendments.* This Agreement can be amended only by written agreement signed by the Parties. This Agreement supersedes all other agreements between the Parties concerning the subject matter hereof.
- H. Exhibits and Counterparts.* All exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes.
- I. Headings, Cooperative Drafting.* The section headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the sections. The Parties acknowledge that each of them have been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. If there is any conflict or inconsistency between the provisions of this Agreement and otherwise applicable City ordinances, the terms of this Agreement will control.
- J. Counterparts and Effective Date.* This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts bear the signatures of all the parties.
- K. Representations and Warranties by Seller.* Seller warrants, represents, covenants, and agrees that Seller has fee simple absolute title to the Property described in **Exhibit "A"**, that said Property is free of any liens or other encumbrances that would prevent this sale, and that Seller meets all requirements to contract with the City of Bastrop as provided by Chapter 38 of the City's Code of Ordinances.
- L. Eligibility Certification.* Seller certifies that the individual or business entity named in the Agreement is not ineligible to receive the award of or payments

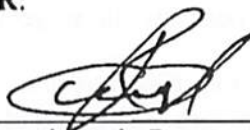
under the Agreement and acknowledges that the Agreement may be terminated, and payment withheld if this certification is inaccurate.

M. *Payment of Debt or Delinquency to the State or Political Subdivision of the State.* Pursuant to Chapter 38, City of Bastrop Code of Ordinances, Seller agrees that any payments owing to Seller under the Agreement may be applied directly toward any debt or delinquency that Seller owes the City of Bastrop, State of Texas or any political subdivision of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

N. *Texas Family Code Child Support Certification.* Seller certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate.

EXECUTED this the 11<sup>th</sup> day of July, 2022.


SELLER:




\_\_\_\_\_  
Alejandro Alvarado Rosas

PURCHASER:

CITY OF BASTROP,  
a Texas home rule municipality

By:   
\_\_\_\_\_  
Paul Hofmann, City Manager  
Trey Job

ATTEST:

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



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER’S LICENSE NUMBER.

**PUBLIC UTILITY EASEMENT AND  
TEMPORARY ACCESS & CONSTRUCTION EASEMENT**

THE STATE OF TEXAS     §  
  §  
COUNTY OF BASTROP     §

**GRANT OF EASEMENT:**

**Alejandro Alvarado Rosas** (“Grantor”), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby grant, sell and convey unto **THE CITY OF BASTROP, TEXAS**, a home-rule municipality located in Bastrop County, Texas (“Grantee”), an exclusive public utility easement and right-of-way (“Easement”) and a temporary access and construction easement (“TACE”) upon, under and across the property of Grantor which is more particularly described on Exhibit ”A”, attached hereto and incorporated herein by reference (“Easement Property”). Grantor and Grantee may jointly be referred to as “the parties.”

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the rights and privileges and on the terms and conditions set forth below. Grantor does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement and TACE herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof to the extent that such claim arises by, through, or under Grantor.

**Terms and Conditions:** The following terms and conditions apply to the Easement and TACE granted by this agreement:

1. *Definitions.* For the purposes of this grant of Easement and TACE certain terms shall have the meanings that follow:
  - (a) “Holder” shall mean Grantee and Grantee's heirs, successors and assigns who at any time own any interest in the conveyance is subject to the terms of this agreement.
  - (b) “Permitted Improvements” shall mean landscaping or planting of vegetation, driveways and sidewalks; but shall not mean the

construction of a building or structure unless such installation or construction is approved in writing by the City Manager or the City Manager's designee.

- (c) "Public Utilities" shall mean any public utility facilities and its associated appurtenances.
2. *Character of Easement and TACE.* The Easement and TACE granted herein are "in gross," in that there is no "Benefitted Property." Nevertheless, the Easement rights herein granted shall pass to Grantee's successors and assigns, subject to all of the Terms hereof. The Easement rights of use granted herein are irrevocable. Furthermore, the TACE rights of use granted herein are irrevocable until the termination of the TACE in accordance with the terms herein. The Easement and TACE are for the benefit of Holder.
  3. *Purpose of Easement.* The Easement shall be used for public utility purposes, including placement, construction, installation, replacement, repair, maintenance, upgrade, relocation, removal, and operation of public pipelines and related appurtenances, or making connections thereto (hereinafter collectively "Facilities"). The Easement shall also be used for the purpose of providing access for the operation, repair, maintenance, replacement and expansion of the Facilities.
  4. The TACE shall be used to facilitate the construction of Public infrastructure, which shall include use of the Easement Property for access, construction staging and storage, and other construction activities.
  5. *Term of Easement.* Easement shall be in perpetuity unless relinquished or abandoned by ordinance or resolution by Grantee.
  6. *Term of TACE.* The variable width TACE granted herein shall terminate automatically upon completion of the construction of the public infrastructure included in Grantee's public infrastructure project.
  7. *Reservation of Rights.* Save and except: Grantor retains the right to surface use. Grantor and Grantor's heirs, successors, and assigns shall retain the right to use the surface of all or part of the Easement Property in conjunction with Holder as long as such use by Grantor and Grantor's heirs, successors, and assigns neither interferes nor conflicts with the use of the Easement Property by Holder for the Easement Purpose. Grantor shall not construct any building, structure or obstruction on the Easement Property. Any improvement made by Grantor (Permitted Improvement) must comply with applicable ordinances, development codes, and engineering guidelines of the City of Bastrop. Grantor shall obtain Holder's permission prior to the start of constructing Permitted Improvements. Grantor shall not construct any fencing or gating on the Easement Property without Holder's permission.

8. *Improvement and Maintenance of Easement Property.* Subject to the provisions of Section 9, immediately below, improvement and maintenance of the Easement Property and the Facilities will be at the sole expense of Holder. Holder has the right to eliminate any encroachments into the Easement Property. Holder has the right to construct, install, maintain, replace, and remove the Facilities under or across any portion of the Easement Property. All matters concerning the Facilities and their configuration, construction, installation, maintenance, replacement, and removal are at Holder's sole discretion, subject to performance of Holder's obligations under this Agreement. Holder has the right to remove or relocate any fences or other encroachments within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Facilities. *Holder shall restore the TACE Property to the condition of the TACE Property immediately before the Grantee's use of the same.*

9. *Maintenance of Surface Easement Property/Permitted Improvements.* Notwithstanding any contrary provision, Grantor shall retain the obligation to regularly mow or cut back vegetation and to keep the surface of the Easement Property free of litter, debris, or trash.

10. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

11. *Attorney's Fees.* If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

12. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

13. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

14. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

15. *Waiver of Default.* It is not a waiver of or consent to default if the non-defaulting party fails to declare immediately default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

16. *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.

17. *Amendments.* This Agreement can be amended only by written agreement signed by the Parties. This Agreement supersedes all other agreements between the Parties concerning the subject matter hereof.

18. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

19. *Legal Construction.* Any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

20. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

21. *Recitals/Exhibits.* Any recitals in this agreement are represented by the parties to be accurate; and constitute a part of the substantive agreement. All

exhibits referenced herein are attached hereto and incorporated by reference herein for all purposes.

22. *Entire Agreement.* This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the party to be charged.

23. *Assignability.* The Easement may be assigned by Grantee, its successors or assigns, without the prior written consent of Grantor.

IN WITNESS WHEREOF, this instrument is executed this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

**GRANTOR:**

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

**Alejandro Alvarado Rosas**

THE STATE OF TEXAS    §  
  §  
COUNTY OF BASTROP   §

BEFORE ME, a Notary Public, on this day personally appeared **Alejandro Alvarado Rosas**, known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon his oath stated that he is authorized to execute such instrument; and that said instrument is executed as the free and voluntary act and deed for the purposes and consideration expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
Notary Public Signature

**GRANTEE:**

**AGREED AND ACCEPTED:**

**CITY OF BASTROP, TEXAS,** a  
Texas home-rule municipality

By: \_\_\_\_\_  
Trey Job, City Manager

**ATTEST:**

\_\_\_\_\_

THE STATE OF TEXAS            §  
  §  
COUNTY OF BASTROP         §

This instrument was acknowledged before me on \_\_\_\_\_,  
2022, by Trey Job, City Manager of the City of Bastrop, Texas, a Texas home-rule  
municipality, on behalf of said municipality.

\_\_\_\_\_  
Notary Public Signature

(seal)

AFTER RECORDING, RETURN TO:

City of Bastrop  
Attn: Ann Franklin  
P.O. Box 427  
Bastrop, TX 78602



**SHERWOOD  
SURVEYING & S.U.E.**

TBPELS FIRM #10044200  
6477 FM 311, SPRING BRANCH, TX 78070  
SHERWOODSURVEYING.COM | (830) 228-5788

0.588 ACRE ESMT & 0.303 ACRE (20' WIDE) ACRE ESMT  
20FN002

MARCH 21, 2022  
REVISED MAY 26, 2022

**FIELDNOTE DESCRIPTION  
0.588 ACRE PUBLIC UTILITY EASEMENT**

BEING A 0.588 ACRE PUBLIC UTILITY EASEMENT, SITUATED IN THE BASTROP TOWN TRACT, ABSTRACT 11, AND BEING OUT OF THAT CALLED 10.289 ACRE TRACT CONVEYED TO ALEJANDRO ALVARADO ROSAS AS SHOWN ON INSTRUMENT RECORDED IN DOCUMENT NUMBER 201915162, OFFICIAL PUBLIC RECORDS, BASTROP COUNTY, TEXAS; SAID 0.588 ACRE PUBLIC UTILITY EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT A COTTON SPINDLE FOUND AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF REIDS BEND (COUNTY ROAD 41) AND THE EASTERLY RIGHT-OF-WAY LINE OF SMITH ROAD (COUNTY ROAD 418), AT THE SOUTHWESTERLY CORNER OF SAID 10.289 ACRE TRACT, FOR THE SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED EASEMENT;

**THENCE**, N 42°53'09" E, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID SMITH ROAD (COUNTY ROAD 418), COMMON WITH THE WESTERLY LINE OF SAID 10.289 ACRE TRACT, A DISTANCE OF 84.59 FEET TO A POINT FOR THE NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED EASEMENT;

**THENCE**, DEPARTING THE EASTERLY RIGHT OF WAY LINE OF SAID SMITH ROAD (COUNTY ROAD 418), OVER AND ACROSS SAID 10.289 ACRE TRACT THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. S 85°17'12" E, A DISTANCE OF 59.11 FEET TO A POINT FOR AN ANGLE CORNER OF THIS EASEMENT;
2. S 04°42'48" W, A DISTANCE OF 31.47 FEET TO A POINT FOR AN INTERIOR ANGLE CORNER OF THIS EASEMENT;
3. S 85°18'05" E, A DISTANCE OF 574.71 FEET TO A POINT SITUATED IN THE WESTERLY BOUNDARY LINE OF A CALLED 10.289 ACRE TRACT CONVEYED TO JAMES C. CAOUILLE AS SHOWN ON INSTRUMENT RECORDED IN DOCUMENT NUMBER 202005646 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS; COMMON WITH THE EASTERLY BOUNDARY LINE OF SAID 10.289 ACRE ROSAS TRACT; FOR THE NORTHEASTERLY CORNER OF THE HEREIN DESCRIBED EASEMENT;

**THENCE**, S 20°07'30" W, ALONG THE EASTERLY LINE OF SAID 10.289 ACRE ROSAS TRACT, COMMON WITH THE WESTERLY LINE OF SAID 10.289 ACRE CAOUILLE TRACT, A DISTANCE OF 36.31 FEET TO AN IRON ROD WITH PLASTIC SURVEYOR'S CAP STAMPED "JEGARON RPLS 4303" FOUND IN THE NORTHERLY RIGHT OF WAY LINE OF SAID REIDS BEND (COUNTY ROAD 41), AT THE SOUTHEASTERLY CORNER OF SAID 10.289 ACRE ROSAS TRACT; THE SOUTHWESTERLY CORNER OF SAID 10.289 ACRE CAOUILLE TRACT, FOR THE SOUTHEASTERLY CORNER OF THE HEREIN DESCRIBED EASEMENT;

**THENCE**, N 85°18'04" W, ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID REIDS BEND (COUNTY ROAD 41), A DISTANCE OF 676.45 FEET TO THE **POINT OF BEGINNING**, CONTAINING AN AREA OF 0.588 ACRES OF LAND MORE OR LESS.

(CONTINUED ON PAGE 2 OF 3)





**TOGETHER AND WITH THE FOLLOWING  
0.303 ACRE (20' WIDE) TEMPORARY CONSTRUCTION EASEMENT**

BEING A 0.303 (20 FOOT WIDE) TEMPORARY CONSTRUCTION EASEMENT, SITUATED IN THE BASTROP TOWN TRACT, ABSTRACT 11, AND BEING OUT OF THAT CALLED 10.289 ACRE TRACT CONVEYED TO ALEJANDRO ALVARADO ROSAS AS SHOWN ON INSTRUMENT RECORDED IN DOCUMENT NUMBER 201915162, OFFICIAL PUBLIC RECORDS, BASTROP COUNTY, TEXAS; SAID 0.303 TEMPORARY CONSTRUCTION EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT A COTTON SPINDLE FOUND AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF REIDS BEND (COUNTY ROAD 41) AND THE EASTERLY RIGHT-OF-WAY LINE OF SMITH ROAD (COUNTY ROAD 418), AT THE SOUTHWESTERLY CORNER OF SAID 10.289 ACRE TRACT;

**THENCE**, N 42°53'09" E, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID SMITH ROAD (COUNTY ROAD 418), COMMON WITH THE WESTERLY LINE OF SAID 10.289 ACRE TRACT, A DISTANCE OF 84.59 FEET TO THE **POINT OF BEGINNING**, SAME BEING A SOUTHWEST CORNER OF THE HEREIN DESCRIBED EASEMENT;

**THENCE**, N 42°53'09" E, CONTINUING ALONG SAID COMMON BOUNDARY LINE A DISTANCE OF 25.44 FEET TO A POINT FOR THE NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED EASEMENT;

**THENCE**, DEPARTING THE EASTERLY RIGHT OF WAY LINE OF SAID SMITH ROAD (COUNTY ROAD 418) OVER AND ACROSS SAID 10.289 ACRE ROSAS TRACT THE FOLLOWING THREE(3) COURSES AND DISTANCES:

1. S 85°17'12" E, A DISTANCE OF 63.38 FEET TO A POINT FOR AN ANGLE CORNER OF THIS EASEMENT;
2. S 04°42'48" W, A DISTANCE OF 31.47 FEET TO A POINT FOR AN INTERIOR ANGLE CORNER OF THIS EASEMENT;
3. S 85°18'05" E, A DISTANCE OF 560.23 FEET TO A POINT SITUATED IN THE WESTERLY BOUNDARY LINE OF A CALLED 10.289 ACRE TRACT CONVEYED TO JAMES C. CAOUCETTE AS SHOWN ON INSTRUMENT RECORDED IN DOCUMENT NUMBER 202005646 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS; COMMON WITH THE EASTERLY BOUNDARY LINE OF SAID 10.289 ACRE ROSAS TRACT; FOR THE NORTHEASTERLY CORNER OF THE HEREIN DESCRIBED EASEMENT;

**THENCE**, S 20°07'30" W, ALONG SAID COMMON BOUNDARY LINE, A DISTANCE OF 20.75 FEET TO A POINT FOR THE SOUTHEASTERLY CORNER OF THIS EASEMENT; FROM WHICH AN IRON ROD WITH PLASTIC SURVEYOR'S CAP STAMPED "JE GARON RPLS 4303" FOUND IN THE NORTHERLY RIGHT OF WAY LINE OF SAID REIDS BEND(COUNTY ROAD 41), AT THE SOUTHEASTERLY CORNER OF SAID 10.289 ACRE ROSAS TRACT, AT THE SOUTHWESTERLY CORNER OF SAID 10.289 ACRE CAOUCETTE TRACT, BEARS S 20°07'30" W, A DISTANCE OF 36.31 FEET;

**THENCE**, DEPARTING THE WESTERLY LINE OF SAID 10.289 CAOUCETTE TRACT, OVER AND ACROSS SAID 10.289 ACRE ROSAS TRACT THE FOLLOWING THREE(3) COURSES AND DISTANCES:

(CONTINUED ON PAGE 3 OF 3)



# SHERWOOD SURVEYING & S.U.E.

1. N 85°18'05" W, A DISTANCE OF 574.71 FEET TO A POINT FOR AN INTERIOR ANGLE CORNER OF THIS EASEMENT;
2. N 04°42'48" E, A DISTANCE OF 31.47 FEET TO A POINT FOR AN ANGLE CORNER OF THIS EASEMENT;
3. N 85°17'12" W, A DISTANCE OF 59.11 FEET TO THE **POINT OF BEGINNING**, CONTAINING AN AREA OF 0.303 ACRES OF LAND MORE OR LESS;

I, MELISSA T. HINTON, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED FROM A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

A SURVEY EXHIBIT WAS PREPARED ON THIS SAME DATE. BASIS OF BEARING IS NAD 83 TEXAS STATE PLANE COORDINATES, CENTRAL ZONE.

*Melissa T. Hinton* 5-26-2022

MELISSA T. HINTON      DATE:  
R.P.L.S. #6521 STATE OF TEXAS



SMITH ROAD 418L  
(COUNTY ROAD 418L)

10.289 AC.  
ALEJANDRO ALVARADO ROSAS  
DOC. 201915162  
OPRBCT

10.289 AC.  
JAMES C. CAOUILLE  
DOC. 202005646  
OPRBCT

0.303 ACRE  
20' WIDE TEMPORARY  
CONSTRUCTION  
EASEMENT

0.588 ACRE  
PUBLIC UTILITY EASEMENT

REIDS BEND  
(COUNTY ROAD 41)

IRF WITH CAP  
"JE GARON RPLS 4303"  
(C.M.)

58.74 AC.  
(TRACT 2)  
KERMIT W. FOX, JR., TRUSTEE OF THE  
KERMIT W. FOX, JR. No. 1 POWER TRUST  
DOC. 201510834  
OPRBCT

P.O.B.

L2  
L3

L1

S85°18'05"E 574.71

N85°18'04"W 676.45

L4



LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N42° 53' 09"E	84.59
L2	S85° 17' 12"E	59.11
L3	S04° 42' 48"W	31.47
L4	S20° 07' 30"W	36.31

LEGEND

- 1/2" IRON ROD FOUND (UNLESS NOTED)
- 1/2" IRON ROD SET
- C.M. CONTROLLING MONUMENT



REV 5-26-2022 MTH

**LEGAL DESCRIPTION**  
BEING A 0.588 ACRE TRACT OF LAND SITUATED IN THE BASTROP TOWN TRACT, ABSTRACT 11, AND BEING OUT OF THAT CALLED 10.289 ACRE TRACT CONVEYED TO ALEJANDRO ALVARADO ROSAS AS SHOWN ON INSTRUMENT RECORDED IN DOCUMENT NUMBER 201915162 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS.



**SURVEYORS CERTIFICATE**  
I, MELISSA T. HINTON, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, REGISTRATION NUMBER 6521, HEREBY STATE THAT DURING THE MONTH OF JANUARY, 2022, A SURVEY OF THE REAL PROPERTY SHOWN HEREON WAS MADE UPON THE GROUND UNDER MY DIRECTION AND SUPERVISION.  
*Melissa T. Hinton*  
MELISSA T. HINTON  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 6521

Item 12E.

**SHERWOOD SURVEYING & S.U.E.**  
UTILITIES | RESIDENTIAL | COMMERCIAL | INDUSTRIAL  
6477 FM 311, P.O. BOX 992 TBPBLS FIRM#10044200  
SPRING BRANCH, TEXAS 78070  
PHONE (830) 228-5788 FAX (830) 885-2170

DATE: 02/08/2022 DRAWN BY: NLS PROJECT No. 20FN002

**SURVEYOR NOTES:**  
THIS BOUNDARY SURVEY WAS COMPLETED WITHOUT ADDITIONAL RESEARCH TO DETERMINE IF OTHER MATTERS OF RECORD, IF ANY, MIGHT AFFECT THIS PROPERTY, SUCH AS EASEMENTS, SETBACKS, OR OTHER ENCUMBRANCES.  
BASIS OF BEARING IS NAD83 TEXAS STATE PLANE COORDINATES, CENTRAL ZONE  
DF FIELDWORK: 01/13/2022



COMMITMENT FOR TITLE INSURANCE (Form T-7)

Issued by

TITLE RESOURCES GUARANTY COMPANY

We, Title Resources Guaranty Company, will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

[Signature]
An Authorized Signature



Title Resources Guaranty Company

By: [Signature]
Executive Vice President

[Signature]
Secretary

## TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title.	El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.
The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.	El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.

Your Commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

**Minerals and Mineral Rights** may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

- **EXCEPTIONS** are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.
- **EXCLUSIONS** are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.
- **CONDITIONS** are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-526-8018 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.
- Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

#### **CONDITIONS AND STIPULATIONS**

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment, that is not shown in Schedule B, you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.
2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements, or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations.

**DELETION OF ARBITRATION PROVISION**  
(Not applicable to the Texas Residential Owner's Policy)

Arbitration is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

“Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association (“Rules”). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.”

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

Independence Title

PRIVACY POLICY

Rev. 07/28/2022

<b>FACTS</b>	WHAT DOES Independence Title DO WITH YOUR PERSONAL INFORMATION?	
<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and account balances</li> <li>• Payment history and credit card or other debt</li> <li>• Checking account information and wire transfer instructions</li> </ul> <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>	
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Independence Title chooses to share; and whether you can limit this sharing.	
<b>Reasons we can share your personal information</b>	<b>Does Independence Title share?</b>	<b>Can you limit this sharing?</b>
<b>For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus</b>	Yes	No
<b>For our marketing purposes- to offer our products and services to you</b>	No	We don't share
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes- information about your transactions and experiences</b>	Yes	No
<b>For our affiliates' everyday business purposes- information about your creditworthiness</b>	No	We don't share
<b>For our affiliates to market to you</b>	No	We don't share
<b>For non-affiliates to market to you</b>	No	We don't share
<b>Questions?</b>	Go to <a href="https://www.anywhereis.re/privacypolicy">https://www.anywhereis.re/privacypolicy</a>	



Who we are	
Who is providing this notice?	Independence Title
What we do	
<b>How does «OfficeName» protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does «OfficeName» collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• Apply for insurance or pay insurance premiums</li> <li>• Provide your mortgage information or show your driver's license</li> </ul> <p>Give us your contact information</p> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include companies that are owned in whole or in part by Anywhere Real Estate Inc., such as Better Homes and Gardens® Real Estate, CENTURY 21®, Coldwell Banker®, Coldwell Banker Commercial®, The Corcoran Group®, ERA®, Sotheby's International Realty®, ZipRealty®, Anywhere Advisors LLC, Cartus and Anywhere Integrated Services LLC.</i></li> </ul>
<b>Non-affiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <b>Independence Title</b> does not share with non-affiliates so they can market to you.</li> </ul>
<b>Joint Marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or service to you.</p> <ul style="list-style-type: none"> <li>• <b>Independence Title</b> does not share with non-affiliated financial companies for joint marketing purposes.</li> </ul>
Other Important Information	
<b>For European Union Customers</b>	Please see our Privacy Policy located at <a href="https://www.anywhereis.re/privacypolicy">https://www.anywhereis.re/privacypolicy</a>
<b>For our California Customers</b>	Please see our notice about the California Consumer Protection Act located at <a href="https://www.anywhereis.re/privacypolicy">https://www.anywhereis.re/privacypolicy</a>



**IMPORTANT NOTICE**

To obtain information or make a complaint:

You may call Title Resources Guaranty Company's toll-free telephone number for information or to make a complaint at:

**1-800-526-8018**

You may also write to Title Resources Guaranty Company at:

Attention: Claims Department  
8111 LBJ Freeway, Suite 1200  
Dallas, TX 75251

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

**1-800-252-3439**

You may write the Texas Department of Insurance:

P. O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 490-1007  
Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR POLICY:**

This notice is for information only and does not become a part or condition of the attached document.

**AVISO IMPORTANTE**

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de Title Resources Guaranty Company's para obtener información o para presentar una queja al:

**1-800-526-8018**

Usted también puede escribir a Title Resources Guaranty Company:

Attention: Claims Department  
8111 LBJ Freeway, Suite 1200  
Dallas, TX 75251

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

**1-800-252-3439**

Usted puede escribir al Departamento de Seguros de Texas a:

P. O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 490-1007  
Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:**

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con la compañía primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

**ADJUNTE ESTE AVISO A SU PÓLIZA:**

Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

# Introducing... Your Title Commitment

## The ABC's of a Title Commitment

Thank you again for working with Independence Title Company on your transaction. Enclosed is your Commitment for Title Insurance. This document is our commitment to insure your transaction and issue a title policy if conditions described in schedule C are met.

Below is a general guide to reading the title commitment. Please contact your escrow officer with any questions about your specific transaction.

### Schedule

# A

## “Actual Facts”

“A” is for “Actual Facts.” In other words, this is the “Who, What, Where and How Much” of the transaction. You’ll see the names of the seller and buyer, a description of the property, the sales price, and the name of the lender, if any.

### Schedule

# B

## “Buyer Notification”

“B” is for “Buyer Notification” of items in which other parties have some interest or control of the use of property. An example would be a utility easement, where the city would have a part of the land reserved for their use, or a building setback requirement that prevents the homeowner from building within a certain distance from the front, side or back of the property. These items are not covered by the title policy.

### Schedule

# C

## “Clear to Close”

“C” is for “Clear in order to Close.” These items must be resolved in order to transfer title to the new owner. This might include such things as a mortgage to be paid off, home improvement liens, unpaid taxes, or a requirement that another person - such as an heir or a former spouse - participate in the sale of the property. All items shown on Schedule C must be resolved before or at the closing.

### Schedule

# D

## “Disclosure”

“D” is for “Disclosure.” This last section outlines all parties who will share any part of the insurance premium, including underwriters, title agents and attorneys.

**COMMITMENT FOR TITLE INSURANCE T-7**

**ISSUED BY**

*TITLE RESOURCES GUARANTY COMPANY*

**SCHEDULE A**

Effective Date: **August 28, 2022, 8:00 am**

GF No. **2243580-BAS**

Commitment No. \_\_\_\_\_, issued **September 7, 2022**,

1. The policy or policies to be issued are:

- a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)  
(Not applicable for improved one-to-four family residential real estate)  
Policy Amount: **\$22,292.00**  
PROPOSED INSURED: **City of Bastrop**
- b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE  
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)  
Policy Amount:  
PROPOSED INSURED:
- c. LOAN POLICY OF TITLE INSURANCE (Form T-2)  
Policy Amount:  
PROPOSED INSURED:  
Proposed Borrower:
- d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)  
Policy Amount:  
PROPOSED INSURED:  
Proposed Borrower:
- e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)  
Binder Amount:  
PROPOSED INSURED:  
Proposed Borrower:
- f. OTHER  
Policy Amount:  
PROPOSED INSURED:

2. The interest in the land covered by this Commitment is: **EASEMENT ESTATE**

3. Record title to the land on the Effective Date appears to be vested in:  
**Alejandro Alvarado Rosas**

Continuation of Schedule A

GF No. 2243580-BAS

## 4. Legal description of land:

**0.588 acre public utility easement, together with a 0.303 acre temporary construction easement, situated in the BASTROP TOWN TRACT, ABSTRACT 11, and being out of that called 10.289 acre tract conveyed to Alejandro Alvarado Rosas as shown on instrument recorded in Document Number 2019156162, Official Public Records, Bastrop County, Texas being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.**

*The Company is prohibited from insuring the area or quantity of the land described herein. Therefore, the Company does not represent that the acreage or square footage calculations are correct and references to the quantity are for informational purposes only.*

## SCHEDULE B

### EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):

**Volume 1302, Page 290, Official Records, Bastrop County, Texas, and Document No. 201915162, Official Public Records, Bastrop County, Texas, but omitting any covenant or restriction based on race, color, religion, sex, disability, handicap, familial status or national origin.**

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
  - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
  - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
  - c. to filled-in lands, or artificial islands, or
  - d. to statutory water rights, including riparian rights, or
  - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.
 (Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year **2022**, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year \_\_\_\_\_ and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form

Residential Loan Policy of Title Insurance (T-2R).

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

- a. **Rights of Parties in Possession. (Owner Policy)**
- b. **Any visible and apparent easement, either public or private, located on or across the land, the existence of which is not disclosed by the Public Records as herein defined.**
- c. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.**
- d. **Rights of tenants, as tenants only, under any and all unrecorded leases or rental agreements.**  
*(NOTE: This item can be deleted upon receipt of an Affidavit executed by the seller evidencing there are not any outstanding leases or rental agreements. If the Affidavit reveals unrecorded outstanding leases or rental agreements the exception may be modified to make specific exception to those matters.)*
- e. **All leases, grants, exceptions or reservation of coal, lignite, oil, gas and other mineral, together with all rights, privileges, and immunities relating thereto appearing in the public records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.**
- f. **Subject to the rights of the public in and to that portion of the subject property which constitutes part of Reids Bend Road or Smith Road.**

**SCHEDULE C**

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
  - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
  - b. all standby fees, taxes, assessments and charges against the property have been paid,
  - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
  - d. there is legal right of access to and from the land,
  - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.

**5. Vendor's Lien retained in Deed:**

**Recorded:** Document No. 201915162, Official Public Records, Bastrop County, Texas  
**Grantor:** Denny L. Winkler and Tammy L. Winkler  
**Grantee:** Alejandro Alvarado Rosas  
**Dated:** 9/30/2019

**Additionally secured by Deed of Trust:**

**Recorded:** Document No. 201915163, Official Public Records, Bastrop County, Texas  
**Grantor:** Alejandro Alvarado Rosas  
**Trustee:** Michael H. Patterson  
**Beneficiary:** The First National Bank of Bastrop  
**Amount:** \$119,000.00

The above described lien encumbers additional property.

6. The Company requires evidence of the marital history and status of Alejandro Alvarado Rosas. If said person is married the Company requires the joinder of the spouse or an affidavit from the spouse disclaiming the land. At that time, the Company may make additional requirements or exceptions.
7. Company requires documentation to determine the person authorized to sign on behalf of the City of Bastrop.
8. Company reserves the right to make additional exceptions and/or requirements upon review of a survey acceptable to underwriting practices of this company, up to and including the issuance of the Policy.



9. Payment of any and all ad valorem taxes which may be due and payable on the subject property.
10. Company requires Owner, Seller and/or Borrower to complete an Affidavit of Debts and Liens prior to the issuance of the Title Insurance Policy.
11. Company must be furnished with a properly executed Waiver of Inspection signed by the Purchaser.
12. Good Funds in an amount equal to all disbursements must be received and deposited before any funds may be disbursed. Partial disbursements prior to the receipt and deposit of good funds are not permitted. Good Funds means cash, wire transfer, certified checks, cashier's checks and teller checks. Company reserves the right to require wired transfer of funds in accordance with Procedural Rule P-27 where immediate disbursement is requested.
13. **ARBITRATION:** The Owner Policy of Title Insurance (Form T-1) and the Loan Policy of Title Insurance (Form T-2) contain an arbitration provision. It allows the Insured or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If the insured wants to retain the right to sue the Company in case of a dispute over a claim, the Insured must request deletion of the arbitration provision before the Policy is issued. The Insured may do this by signing the Deletion of Arbitration Provision form and returning it to the Company at or before the closing of the real estate transaction or by writing to the Company. {The Arbitration Provision may not be deleted on the Texas Residential Owner Policy of Title Insurance (Form T-1R).}
14. **NOTICE:** Title Company is unwilling to issue the Title Policy without the general mineral exception(s) set out in Schedule B hereof pursuant to Procedural Rule P-5.1. Optional endorsements (T19.2 and T19.3) insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase upon request of the Proposed Insured. Neither this Policy, nor the optional endorsements, insure that the purchaser has title to the mineral rights related to the surface estate. The promulgated cost for said endorsement is \$50 per policy.

Countersigned  
**Independence Title**

By 

**COMMITMENT FOR TITLE INSURANCE****SCHEDULE D**GF No. **2243580-BAS**Effective Date: **August 28, 2022, 8:00 am**

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The following individuals are directors and/or officers, as indicated, of the Title Insurance Company issuing this Commitment

**Title Resources Guaranty Company**, is a corporation whose shareholders owning or controlling, directly or indirectly, 10% or more of said corporation, directors, and officers are listed below:

**Shareholders:**

Realogy Title Group, LLC.

**Directors:**

Donald J. Casey; Michael P. Gozdan; Sriram Someshwara; J. Scott McCall; Thomas N. Rispoli; Donald W. Evans, Jr.; Marilyn J. Wasser

**Officers:**

J. Scott McCall-President/CEO, E. Paul McNutt, Jr-EVP, Michael P. Gozdan- Secretary, Jeffrey A. Gueiss, Chief Financial Officer

2. The following disclosures are made by the Title Insurance Agent Secured Land Transfers, LLC dba Independence Title issuing this commitment:
- (a) A listing of each shareholder, owner, partner, or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium.  
**TRG Maryland Holdings LLC**
- (b) A listing of each shareholder, owner, partner, or other person having, owning or controlling 10 percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium.  
**Title Resource Group LLC**
- (c) If the Agent is a corporation: (i) the name of each director of the Title Insurance Agent, and (ii) the names of the President, the Executive or Senior Vice-President, the Secretary and the Treasurer of the Title Insurance Agent are as follows:  
  
Scott Storck, President; Donald J. Casey, Chief Executive Officer; Sriram Someshwara, Senior Vice President and Chief Financial Officer; Michael P. Gozdan, Senior Vice President and Secretary; Marilyn J. Wasser, Executive Vice President and Assistant Secretary; Donald W. Evans, Jr., Senior Vice President ; Robert Fitzpatrick, Senior Vice President; Lynette K. Gladdis, Senior Vice President and Assistant Secretary; Timothy B. Gustavson, Senior Vice President; Deborah Higgins, Senior Vice President; Thomas N. Rispoli, Senior Vice President and Assistant Secretary; Seth I. Truwit, Senior Vice President and Assistant Secretary; Walter Patrick Mullen, Senior Vice President; Brian Alan Pitman, Vice President; Jay Fitzgerald, Vice President.
- (d) The name of any person who is not a full-time employee of the Title Insurance Agent and who receives any portion of the title insurance premium for services performed on behalf of the Title Insurance Agent in connection with the issuance of a title insurance form; and, the amount of premium that any such person shall receive is disclosed in paragraph 3.
- (e) For purposes of this paragraph 2, "having, owning, or controlling" includes the right to receipt of a percentage of net income, gross income, or cash flow of the Agent or entity in the percentage

stated in subparagraphs (a) or (b).

3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium\* is:

Owner's Policy	<u>\$0.00</u>
Loan Policy	<u>\$0.00</u>
Endorsement Charges	<u>\$0.00</u>
Other	<u>\$0.00</u>
Total	<u>\$0.00</u>

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

<u>Amount</u>	<u>To Whom</u>	<u>For Services</u>
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" The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance."

**Title Resources Guaranty Company**


Premium Amount	Rate Rules	Property Type	County Code	Liability at Reissue Rate	6	7	8
1	2	3 3	4 21	5			



# Your secure wire instructions



The bank information for your upcoming wire transfer is included below.

 Alert! These instructions will NEVER change. If you receive a message with new or revised instructions please call: Independence Title at (512) 303-2567

**CREDIT FUNDS TO**

Independence Title  
301 Hwy 71 W, Suite 106  
Bastrop, TX 78602  
Account #: **208 600 7**

**FILE NUMBER**

2243534-BAS

**BENEFICIARY BANK**

The First National Bank of Bastrop  
489 Hwy 71 W  
Bastrop, TX 78602  
ABA Routing #: **114904953**

**PLEASE NOTE**

CAUTION: Online banking presents several options; confirm you are sending a wire NOT an ACH. NO ACHs or electronic payments/credits will be accepted for any transactions and will result in a delay in funding.

If you will be sending funds to Independence Title via an international wire, please contact your closing team for specific wiring instructions. These instructions are NOT intended for international wires.

If you have any questions regarding your wire transfer please contact: Independence Title at (512) 303-2567

 **KNOW YOU'RE COVERED**

Independence Title is committed to keeping your funds safe. Your transfer is insured up to \$1,000,000 when you follow these instructions. You also have access to Fraud Recover Services should you transfer funds to a different account.

If you suspect you might be a victim of fraud, contact [recovery@certifid.com](mailto:recovery@certifid.com) or call (616) 202-6612 as soon as possible.



# Wire transfer guide

You've been asked to wire funds to complete your transaction. If this is your first time wiring money, the details below will help provide additional clarity to the process.

## WHAT IS A WIRE TRANSFER GUIDE?

A wire transfer is an electronic transfer of funds from one bank or credit union to another. Funds transferred via wire transfer are immediately available to the recipient – typically the same day you send them.

## HOW DO I SEND A WIRE TRANSFER?

A wire transfer is initiated from your bank or credit union. You may be able to start the process through your online banking portal or may need to visit a branch location and work with a representative to start the process.

The three pieces of information you will need to send the wire transfer include:

### 1. My wiring instructions

These details can be found on the page titled "Money Transfer Instructions" that you received via CertifID. They contain the bank account information for Independence Title.

### 2. The amount you are wiring

Ask Independence Title or your lender for the final amount needed for closing.

### 3. Your personal account information and available funds

To initiate a wire transfer, you'll need your personal account information. Check with your bank for additional requirements they may have. You'll also want to confirm you have the funds needed in your account to cover the amount of the wire transfer.



# Wire transfer guide

## Before you send the wire

Request that your bank add the address of the property you are purchasing to the “notes” section of the wire transfer summary. This will provide additional detail to Independence Title as they receive the wire on their end.

## Once you send the wire

Request the Federal Reference number or “fed ref number” from your financial institution and keep a record of it should Independence Title request proof that the wire was sent to their account. This number may not be available immediately which may require a follow up with the bank.

## HOW DO I KNOW IF THE WIRE WAS RECEIVED?

Wires sent in the morning will most likely arrive that day. Wires sent late afternoon or in the evening will likely not arrive in Independence Title’s account until the next business day.

After you send the wire transfer you may call Independence Title and provide them with the exact amount of your wire, name of the bank sending the wire, and the Federal Reference number and request confirmation once they receive the funds. This will put your mind at ease that your money safely arrived in the correct account.

Independence Title will contact you when the wire is received.

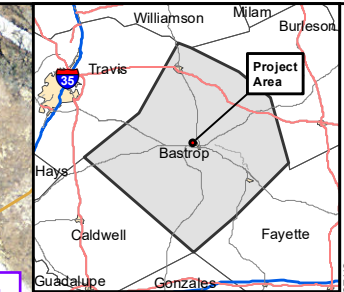
## ARE THERE RISKS WITH WIRING FUNDS FOR CLOSING?

Yes. Fraudsters might try to trick you into sending funds to a fraudulent account. To protect yourself, only rely on the wiring instructions you received through Certifid.

If you are presented with “new”, “updated” or “changed” wiring instructions, **DO NOT SEND FUNDS**. Instead, contact Independence Title via a phone call from a number that you find after conducting an internet search of their company name and location of operation.



Bastrop County, Texas



Item 12E.

DATE CREATED: \_\_\_\_\_

DRAWN & COORDINATE SYSTEM: \_\_\_\_\_

FILE NAME: NAD 1983 2011 StatePlane Texas Central FIPS 4303

PREPARED BY: Name: Bastrop, Mphs



CITY OF BASTROP

24" WATER TRANSMISSION LINE

**FRESE AND NICHOLS, INC.**

10431 MORADO CIRCLE  
SUITE 300  
AUSTIN, TEXAS 78759  
PHONE: 512-617-3100  
FAX: 512-617-3101

FIGURE

5

312

Property ID: 35704  
Owner: Bar W Ranch Partnership, LTD

Property ID: 54453  
Owner: Bar W Ranch Partnership, LTD

Property ID: 22340  
Owner: Smith, Richard T

Property ID: 8715767  
Owner: Alvarado Rosas, Alejandro

Property ID: 64010  
Owner: Caouette, James C

35' Permanent Easement  
20' Temporary Easement

Property ID: 22323  
Owner: Furry, Donald L

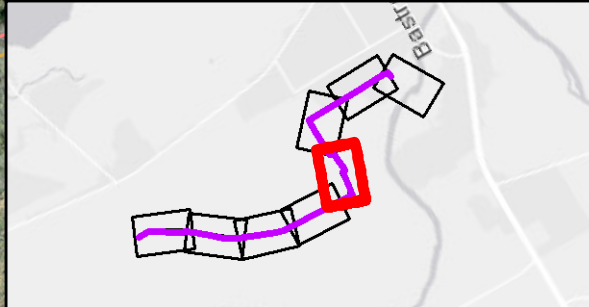
35' Permanent Easement  
20' Temporary Easement

35' Permanent Easement  
20' Temporary Easement

Property ID: 26093  
Owner: Rathman Limited Partnership

Parcel ID: 24044  
Owner: The Kermit W Fox Jr. No. 1 Power Trust

- Proposed 24-inch Waterline
- Proposed 8-inch Wastewater Line
- 8" and Smaller Water Line
- 10" and Larger Water Line
- ~ Contour
- 100-year Flood Plain
- Bastrop City Limits
- Parcels







# STAFF REPORT

**MEETING DATE:** October 25, 2022

**TITLE:**

Consider action to approve Resolution No. R-2022-103 of the City Council of the City of Bastrop, Texas, approving the purchase of easement rights for the construction of the Simsboro Aquifer Water Treatment Plant, Well Field and Transmission Facilities project, in the amount of Forty-One Thousand Two Hundred Seventy-Three Dollars and Thirty Cents (\$41,273.30); authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

**AGENDA ITEM SUBMITTED BY:**

Submitted by: Fabiola de Carvalho, AMP MIAM, Director of Engineering and Capital Project Management

**BACKGROUND/HISTORY:**

The City of Bastrop is currently in the process of building a new water treatment plant, that includes but is not limited to: a water treatment plant facility, a well field, and transmission lines. In order to allow construction, permanent and temporary easements are required.

The City of Bastrop and Rathman Limited Partnership Rosas desire to enter into an agreement for the purchase of permanent public utility easements, and a temporary construction easement within Parcel 9, to proceed with the construction of the 24-in transmission line, included in the Simsboro Aquifer Water Treatment Plant, Well Field and Transmission Facilities project and described on Exhibit A.

The appraisal amount was \$33,919.00 and the City negotiated a settlement with the property owner in the amount of \$40,000.00 in exchange for the easement rights needed to proceed with the construction of this project. The Engineering and Capital Project Management is asking City Council to authorize the approval in the amount of \$41,273.30. The additional costs are closing costs/title insurance.

**FISCAL IMPACT:**

FY22 Annual Budget

- New CO Bond Series 2022A: being issued in December

**RECOMMENDATION:**

Consider action to approve Resolution No. R-2022-103 of the City Council of the City of Bastrop, Texas, approving the purchase of easement rights for the Simsboro Aquifer Water Treatment Plant, Well Field and Transmission Facilities project, in the amount of Twenty-Three Thousand, Five Hundred Six Dollars and Forty Cents (\$23,506.40); authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

**ATTACHMENTS:**

- Resolution No. R-2022-103
- Exhibit A: Easement Documents
- Exhibit B: Map Location



**RESOLUTION NO. R-2022-103**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING THE PURCHASE OF EASEMENT RIGHTS FOR CONSTRUCTION OF THE SIMSBORO AQUIFER WATER TREATMENT PLANT, WELL FIELD AND TRANSMISSION FACILITIES PROJECT, IN THE AMOUNT OF FORTY-ONE THOUSAND TWO HUNDRED SEVENTY-THREE DOLLARS AND THIRTY CENTS (\$41,273.30); AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Bastrop and Rathman Limited Partnership desire to enter into an agreement for the purchase of permanent public utility easement, and a temporary construction easement to proceed with the construction of the 24-in transmission line, included in the Simsboro Aquifer Water Treatment Plant, Well Field and Transmission Facilities project and described on Exhibit A; and

**WHEREAS**, the City of Bastrop City Council finds that it is the best interest of the City to enter into this agreement.

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

**Section 1.** The City Council of the City of Bastrop, Texas authorizes the City Manager, to sign the easement documents attached as Exhibit A.

**Section 2.** All forms shall be approved by the City Attorney.

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

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop this 25<sup>th</sup> day of October 2022.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**A. Settlement Statement**

**B. Type of Loan**

1. <input type="checkbox"/> FHA    2. <input type="checkbox"/> FmHA    3. <input type="checkbox"/> Conv Unins 4. <input type="checkbox"/> VA    5. <input type="checkbox"/> Conv Ins.    6. <input type="checkbox"/> Seller Finance 7. <input checked="" type="checkbox"/> Cash Sale.	6. File Number <b>2243534-BAS</b>	7. Loan Number	8. Mortgage Ins Case Number
---	--------------------------------------	----------------	-----------------------------

**C. Note:** This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower <b>City of Bastrop                  PO Box 427                  Bastrop, TX 78602</b>	E. Name & Address of Seller <b>Rathman Limited Partnership                  255 Watts Ln                  Cedar Creek, TX 78612</b>	F. Name & Address of Lender
--	--	-----------------------------

G. Property Location  <b>ABS A11 Bastrop Town Tract, 16.5040 acres in Bastrop County                  , TX</b>	H. Settlement Agent Name <b>Independence Title                  5900 Shepherd Mountain Cove, Bldg 2, Ste. 200                  Austin, TX 78730 Tax ID: 20-8050955                  Underwritten By: Title Resources Guaranty Company</b>
	I. Settlement Date <b>9/30/2022</b> Fund:

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
<b>100. Gross Amount Due from Borrower</b>		<b>400. Gross Amount Due to Seller</b>	
101. Contract Sales Price	<b>\$40,000.00</b>	401. Contract Sales Price	
102. Personal Property		402. Personal Property	
103. Settlement Charges to borrower	<b>\$1,273.30</b>	403.	
104.		404.	
105.		405.	
<b>Adjustments for items paid by seller in advance</b>		<b>Adjustments for items paid by seller in advance</b>	
106. Property taxes		406. Property taxes	
107. City property taxes		407. City property taxes	
108. County property taxes		408. County property taxes	
109. School property taxes		409. School property taxes	
110. HOA Dues		410. HOA Dues	
111. MUD Taxes		411. MUD Taxes	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
116.		416.	
<b>120. Gross Amount Due From Borrower</b>	<b>\$41,273.30</b>	<b>420. Gross Amount Due to Seller</b>	
<b>200. Amounts Paid By Or in Behalf Of Borrower</b>		<b>500. Reductions in Amount Due to Seller</b>	
201. Deposit or earnest money		501. Excess Deposit	
202. Principal amount of new loan(s)		502. Settlement Charges to Seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing Loan(s) Taken Subject to	
204. Loan Amount 2nd Lien		504. Payoff to _____ to _____	
205.		505. Payoff to _____ to _____	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
<b>Adjustments for items unpaid by seller</b>		<b>Adjustments for items unpaid by seller</b>	
210. Property taxes		510. Property taxes	
211. City property taxes		511. City property taxes	
212. County property taxes		512. County property taxes	
213. School property taxes		513. School property taxes	
214. HOA Dues		514. HOA Dues	
215. MUD Taxes		515. MUD Taxes	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
<b>220. Total Paid By/For Borrower</b>	<b>\$0.00</b>	<b>520. Total Reduction Amount Due Seller</b>	
<b>300. Cash At Settlement From/To Borrower</b>		<b>600. Cash At Settlement To/From Seller</b>	
301. Gross Amount due from borrower (line 120)	<b>\$41,273.30</b>	601. Gross Amount due to seller (line 420)	
302. Less amounts paid by/for borrower (line 220)	<b>\$0.00</b>	602. Less reductions in amt. due seller (line 520)	
<b>303. Cash From Borrower</b>	<b>\$41,273.30</b>	<b>603. Cash To Seller</b>	

Section 5 of the Real Estate Settlement Procedures Act (RESPA) requires the following: • HUD must develop a Special Information Booklet to help persons borrowing money to finance the purchase of residential real estate to better understand the nature and costs of real estate settlement services; • Each lender must provide the booklet to all applicants from whom it receives or for whom it prepares a written application to borrow money to finance the purchase of residential real estate; • Lenders must prepare and distribute with the Booklet a Good Faith Estimate of the settlement costs that the borrower is likely to incur in connection with the settlement. These disclosures are mandatory.

Section 4(a) of RESPA mandates that HUD develop and prescribe this standard form to be used at the time of loan settlement to provide full disclosure of all charges imposed upon the borrower and seller. These are third party disclosures that are designed to provide the borrower with pertinent information during the settlement process in order to be a better shopper. The Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information requested does not lend itself to confidentiality.

<b>L. Settlement Charges</b>				Paid From	Paid From
<b>700. Total Sales/Broker's Commission based on price</b>			@ % =	Borrower's Funds at Settlement	Seller's Funds at Settlement
Division of Commission (line 700) as follows:					
701.	to				
702.	to				
703.					
704.	The following persons, firms or	to			
705.	corporations received a portion	to			
706.	of the real estate commission amount	to			
707.	shown above:	to			
<b>800. Items Payable in Connection with Loan</b>					
801.	Loan Origination Fee	% to			
802.	Loan Discount	% to			
803.	Appraisal Fee	to			
804.	Credit Report	to			
805.	Lender's Inspection Fee	to			
806.	Mortgage Insurance Application	to			
807.	Underwriting Fee	to			
808.	Flood Cert Fee	to			
809.	Processing Fee	to			
810.	Tax Services	to			
<b>900. Items Required by Lender To Be Paid in Advance</b>					
901.	Interest from	9/30/2022 to 10/1/2022 @ \$0/day			
902.	Mortgage Insurance Premium for	months to			
903.	Hazard Insurance Premium for	years to			
904.	2nd Lien Interest	to			
<b>1000. Reserves Deposited With Lender</b>					
1001.	Hazard insurance	months @	per month		
1002.	Mortgage insurance	months @	per month		
1003.	Property Taxes	months @	per month		
1004.	City Property Taxes	months @	per month		
1005.	County Property taxes	months @	per month		
1006.	School Property Taxes	months @	per month		
1007.	MUD Taxes	months @	per month		
1008.	HOA Dues	months @	per month		
1011.	Aggregate Adjustment				
<b>1100. Title Charges</b>					
1101.	Settlement or closing fee	to			
1102.	Abstract or title search	to			
1103.	Title examination	to			
1104.	Title insurance binder	to			
1105.	Document preparation	to			
1106.	Notary fees	to			
1107.	Attorney's fees	to			
(includes above items numbers: )					
1108.	Title insurance	to Independence Title Co.		\$428.00	
(includes above items numbers: )					
1109.	Lender's coverage	\$0.00/\$0.00 .			
1110.	Owner's coverage	\$40,000.00/\$428.00			
1111.	State of Texas Policy Guaranty Fee	to Texas Title Insurance Guaranty Association		\$2.00	
1112.	Escrow Fee	to Independence Title Co.		\$700.00	
1113.	Courier Fee	to Independence Title Co.		\$35.00	
1114.	e-Recording	to Independence Title Co.		\$3.00	
<b>1200. Government Recording and Transfer Charges</b>					
1201.	Recording Fees	Deed \$62.00 ; Mortgage ; Rel	to Independence Title Co.	\$62.00	
1202.	City/county tax/stamps	Deed ; Mortgage	to		
1203.	State tax/stamps	Deed ; Mortgage	to		
1204.		to			
<b>1300. Additional Settlement Charges</b>					
1301.	Survey	to			
1302.	Pest Inspection	to			
1303.	HOA Transfer Fee	to			
1304.	Home Warranty	to			
1305.	Property Taxes	to			
1306.	Tax Certificate	to Texas Real Tax Services, Ltd.		\$43.30	
1307.	MUD Certificate	to Texas NTP, LLC			
1308.	2022 Tax Pro Rations	to Bastrop County Tax Assessor-Collector			
<b>1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)</b>				<b>\$1,273.30</b>	

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.

By: \_\_\_\_\_  
Trey Job, City Manager

SETTLEMENT AGENT CERTIFICATION

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

\_\_\_\_\_  
Settlement Agent Date

**Warning:** It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

Previous Editions are Obsolete

Page 2

form HUD-1 (3/86)  
Handbook 4305.2

**EASEMENT PURCHASE AGREEMENT  
RATHMAN LIMITED PARTNERSHIP**

This Purchase Agreement (this "Agreement") is made and entered into by and between the **CITY OF BASTROP, TEXAS**, a Texas home rule municipality ("Buyer"), and **RATHMAN LIMITED PARTNERSHIP**, ("Seller"), hereafter collectively referred to as the "Parties," upon the premises and for the purposes set out herein, and is effective as stated in this Agreement.

**INTRODUCTION**

A. Seller is the current owner thereof of 16.504 acre tract recorded in/under Volume 1116, Page 631, Official Public Records of Bastrop County, Texas.

B. Buyer requires acquisition of portions of this tract for a Public Utility and Temporary Access & Construction easement (**Exhibit "A"**) for the WTP 24 Transmission Line Project hereafter collectively referred to as the "Easement."

C. Seller is willing to convey and Buyer to purchase the Public Utility and Temporary Access & Construction Easement for the ~~appraised value of \$33,919.00~~ **negotiated settlement amount of \$40,000.00**.

NOW, THEREFORE, in exchange for the mutual promises provided herein, the Parties agree as follows:

**I.**

*Purchase and Sale Agreement.* For the Purchase Price, Seller agrees to sell and convey an easement to Buyer, and Buyer agrees to buy and pay Seller for the Public Utility and Temporary Access & Construction Easement as described in **Exhibit "A"** for public utility facilities, including placement, construction, installation, replacement, repair, maintenance, upgrade, relocation, removal, and operation of any public utility facilities, and related appurtenances, or making connections thereto and the temporary access & construction easement, for the construction and maintenance as part of the WTP 24 Transmission Line Project. The promises by Buyer and Seller stated in this contract are the consideration for the formation of this contract. The obligations of the Buyer contained in this agreement are conditional on City of Bastrop, Council's approval and acceptance of the Easement. In the event the City Council does not approve the acceptance of the Easement, Buyer shall pay Seller \$100.00, as consideration for Seller's agreement to the condition on closing and shall return to Seller all original documents, unfiled with the County, at Buyer's expense.

**II.**

*The Purchase Price.* ~~THIRTY THREE THOUSAND NINE HUNDRED NINETEEN AND NO/100 (\$33,919.00)~~ **FORTY THOUSAND AND NO/100 (\$40,000.00)** to be paid at closing.

**III.**



*The Property.* A 0.987 acre public utility easement and a 0.451 acre temporary construction easement over, across, under and through a 16.504 acre tract recorded in/under Volume 1116, Page 631, Official Public Records of Bastrop County, Texas as more particularly described in **Exhibit “A”**, attached hereto and incorporated by reference for all purposes.

**IV.**

*Easement Instrument.* The Instrument of Conveyance shall be in substantial conformance with the form and substance as stated in the Public Utility and Temporary Access & Construction Easement Agreement (**Exhibit “B”**), attached hereto and incorporated by reference for all purposes.

**V.**

*Miscellaneous.*

*A. Closing Date.* The parties shall close on this transaction within 30 days of City Council’s approval and acceptance of the Easement.

*B. Notice.* Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the party to be notified and with all charges prepaid; (ii) by depositing it with Federal Express or another service guaranteeing “next day delivery”, addressed to the party to be notified and with all charges prepaid; (iii) by personally delivering it to the party, or any agent of the party listed in this Agreement; or (iv) by facsimile with confirming copy sent by one of the other described methods of notice set forth. Notice by United States mail will be effective on the earlier of the date of receipt or three (3) days after the date of mailing. Notice given in any other manner will be effective only when received. For purposes of notice, the addresses of the parties will, until changed as provided below, be as follows:

Buyer: City of Bastrop  
Attn: Paul Hofmann, City Manager  
P.O. Box 427  
Bastrop, TX 78602

Seller: Rathman Limited Partnership  
255 Watts Lane  
Cedar Creek, TX 78612

*C. Severability; Waiver.* If any provision of this agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is similar in terms to the illegal, invalid, or enforceable provision as is possible. Each of the rights and obligations of the parties hereto are separate covenants. Any failure by a party to insist upon strict performance by the other party of any provision of this Agreement will not be

deemed a waiver of such provision or any other provision, and such party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

- D. 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.
- E. Applicable Law and Venue.* The interpretation, performance, enforcement, and validity of this Agreement is governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Bastrop County, Texas.
- F. Entire Agreement.* With the exception of the permits and approvals to be issued in connection with this Agreement, this Agreement contains the entire agreement of the Parties and there are no other agreements or promises, oral or written between the Parties regarding the subject matter of this Agreement.
- G. Amendments.* This Agreement can be amended only by written agreement signed by the Parties. This Agreement supersedes all other agreements between the Parties concerning the subject matter hereof.
- H. Exhibits and Counterparts.* All exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes.
- I. Headings, Cooperative Drafting.* The section headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the sections. The Parties acknowledge that each of them have been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. If there is any conflict or inconsistency between the provisions of this Agreement and otherwise applicable City ordinances, the terms of this Agreement will control.
- J. Counterparts and Effective Date.* This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts bear the signatures of all the parties.
- K. Representations and Warranties by Seller.* Seller warrants, represents, covenants, and agrees that Seller has fee simple absolute title to the Property described in **Exhibit "A"**, that said Property is free of any liens or other encumbrances that

would prevent this sale, and that Seller meets all requirements to contract with the City of Bastrop as provided by Chapter 38 of the City's Code of Ordinances.

*L. Eligibility Certification.* Seller certifies that the individual or business entity named in the Agreement is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment withheld if this certification is inaccurate.

*M. Payment of Debt or Delinquency to the State or Political Subdivision of the State.* Pursuant to Chapter 38, City of Bastrop Code of Ordinances, Seller agrees that any payments owing to Seller under the Agreement may be applied directly toward any debt or delinquency that Seller owes the City of Bastrop, State of Texas or any political subdivision of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

*N. Texas Family Code Child Support Certification.* Seller certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate.

EXECUTED this the 14 day of August, 2022.

**SELLER: Rathman Limited Partnership**

By:   
E. Gayle Foster, Trustee of the Rathman Limited Partnership

**PURCHASER:**

**CITY OF BASTROP,**  
a Texas home rule municipality

By:   
Trey Job, City Manager

**ATTEST:**

  
Ann Franklin (Aug 16, 2022 10:32 CDT)  
Ann Franklin, City Secretary

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**PUBLIC UTILITY EASEMENT AND  
TEMPORARY ACCESS & CONSTRUCTION EASEMENT**

THE STATE OF TEXAS     §  
  §  
COUNTY OF BASTROP     §

**GRANT OF EASEMENT:**

**Rathman Limited Partnership** (“Grantor”), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby grant, sell and convey unto **THE CITY OF BASTROP, TEXAS**, a home-rule municipality located in Bastrop County, Texas (“Grantee”), an exclusive public utility easement and right-of-way (“Easement”) and a temporary access and construction easement (“TACE”) upon, under and across the property of Grantor which is more particularly described on Exhibit ”A”, attached hereto and incorporated herein by reference (“Easement Property”). Grantor and Grantee may jointly be referred to as “the parties.”

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the rights and privileges and on the terms and conditions set forth below. Grantor does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement and TACE herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof to the extent that such claim arises by, through, or under Grantor.

**Terms and Conditions:** The following terms and conditions apply to the Easement and TACE granted by this agreement:

1. *Definitions.* For the purposes of this grant of Easement and TACE certain terms shall have the meanings that follow:
  - (a) “Holder” shall mean Grantee and Grantee's heirs, successors and assigns who at any time own any interest in the conveyance is subject to the terms of this agreement.
  - (b) “Permitted Improvements” shall mean landscaping or planting of vegetation, driveways and sidewalks; but shall not mean the

construction of a building or structure unless such installation or construction is approved in writing by the City Manager or the City Manager's designee.

- (c) "Public Utilities" shall mean any public utility facilities and its associated appurtenances.
2. *Character of Easement and TACE.* The Easement and TACE granted herein are "in gross," in that there is no "Benefitted Property." Nevertheless, the Easement rights herein granted shall pass to Grantee's successors and assigns, subject to all of the Terms hereof. The Easement rights of use granted herein are irrevocable. Furthermore, the TACE rights of use granted herein are irrevocable until the termination of the TACE in accordance with the terms herein. The Easement and TACE are for the benefit of Holder.
  3. *Purpose of Easement.* The Easement shall be used for public utility purposes, including placement, construction, installation, replacement, repair, maintenance, upgrade, relocation, removal, and operation of public pipelines and related appurtenances, or making connections thereto (hereinafter collectively "Facilities"). The Easement shall also be used for the purpose of providing access for the operation, repair, maintenance, replacement and expansion of the Facilities.
  4. The TACE shall be used to facilitate the construction of Public infrastructure, which shall include use of the Easement Property for access, construction staging and storage, and other construction activities.
  5. *Term of Easement.* Easement shall be in perpetuity unless relinquished or abandoned by ordinance or resolution by Grantee.
  6. *Term of TACE.* The variable width TACE granted herein shall terminate automatically upon completion of the construction of the public infrastructure included in Grantee's public infrastructure project.
  7. *Reservation of Rights.* Save and except: Grantor retains the right to surface use. Grantor and Grantor's heirs, successors, and assigns shall retain the right to use the surface of all or part of the Easement Property in conjunction with Holder as long as such use by Grantor and Grantor's heirs, successors, and assigns neither interferes nor conflicts with the use of the Easement Property by Holder for the Easement Purpose. Grantor shall not construct any building, structure or obstruction on the Easement Property. Any improvement made by Grantor (Permitted Improvement) must comply with applicable ordinances, development codes, and engineering guidelines of the City of Bastrop. Grantor shall obtain Holder's permission prior to the start of constructing Permitted Improvements. Grantor shall not construct any fencing or gating on the Easement Property without Holder's permission.

8. *Improvement and Maintenance of Easement Property.* Subject to the provisions of Section 9, immediately below, improvement and maintenance of the Easement Property and the Facilities will be at the sole expense of Holder. Holder has the right to eliminate any encroachments into the Easement Property. Holder has the right to construct, install, maintain, replace, and remove the Facilities under or across any portion of the Easement Property. All matters concerning the Facilities and their configuration, construction, installation, maintenance, replacement, and removal are at Holder's sole discretion, subject to performance of Holder's obligations under this Agreement. Holder has the right to remove or relocate any fences or other encroachments within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Facilities. *Holder shall restore the TACE Property to the condition of the TACE Property immediately before the Grantee's use of the same.*

9. *Maintenance of Surface Easement Property/Permitted Improvements.* Notwithstanding any contrary provision, Grantor shall retain the obligation to regularly mow or cut back vegetation and to keep the surface of the Easement Property free of litter, debris, or trash.

10. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

11. *Attorney's Fees.* If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

12. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

13. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

14. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

15. *Waiver of Default.* It is not a waiver of or consent to default if the non-defaulting party fails to declare immediately default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

16. *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.

17. *Amendments.* This Agreement can be amended only by written agreement signed by the Parties. This Agreement supersedes all other agreements between the Parties concerning the subject matter hereof.

18. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

19. *Legal Construction.* Any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

20. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

21. *Recitals/Exhibits.* Any recitals in this agreement are represented by the parties to be accurate; and constitute a part of the substantive agreement. All

exhibits referenced herein are attached hereto and incorporated by reference herein for all purposes.

22. *Entire Agreement.* This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the party to be charged.

23. *Assignability.* The Easement may be assigned by Grantee, its successors or assigns, without the prior written consent of Grantor.

IN WITNESS WHEREOF, this instrument is executed this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

**GRANTOR: Rathman Limited Partnership**

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

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

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

THE STATE OF TEXAS    §  
  §  
COUNTY OF BASTROP   §

BEFORE ME, a Notary Public, on this day personally appeared \_\_\_\_\_, \_\_\_\_\_ of **Rathman Limited Partnership**, known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon his oath stated that he is authorized to execute such instrument; and that said instrument is executed as the free and voluntary act and deed for the purposes and consideration expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
Notary Public Signature



**GRANTEE:**

**AGREED AND ACCEPTED:**

**CITY OF BASTROP, TEXAS,** a  
Texas home-rule municipality

By: \_\_\_\_\_  
Paul Hofmann, City Manager

**ATTEST:**

\_\_\_\_\_

THE STATE OF TEXAS           §  
  §  
COUNTY OF BASTROP         §

This instrument was acknowledged before me on \_\_\_\_\_,  
2022, by Paul Hofmann, City Manager of the City of Bastrop, Texas, a Texas home-rule  
municipality, on behalf of said municipality.

\_\_\_\_\_  
Notary Public Signature

(seal)

AFTER RECORDING, RETURN TO:

City of Bastrop  
Attn: Ann Franklin  
P.O. Box 427  
Bastrop, TX 78602



0.987 ACRE ESMT & 0.451 ACRE ESMT  
20FN002

MARCH 22, 2022  
REVISED MAY 26, 2022

**FIELDNOTE DESCRIPTION  
0.987 ACRE PUBLIC UTILITY EASEMENT**

BEING A 0.987 ACRE PUBLIC UTILITY EASEMENT, SITUATED IN THE BASTROP TOWN TRACT, ABSTRACT 11, AND BEING A PORTION OF THAT CALLED 16.504 ACRE TRACT CONVEYED TO RATHMAN LIMITED PARTNERSHIP AS SHOWN ON INSTRUMENT RECORDED IN VOLUME 1116, PAGE 631, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS; SAID 0.987 ACRE PUBLIC UTILITY EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT A POINT IN THE SOUTHERLY RIGHT OF WAY LINE OF REIDS BEND (COUNTY ROAD 41); AT THE NORTHEAST CORNER OF SAID 16.504 ACRE TRACT, BEING THE NORTHWEST CORNER OF A CALLED 5.00 ACRE TRACT CONVEYED TO WOODROW CHARLES FROEHLICH AS SHOWN ON INSTRUMENT RECORDED IN VOLUME 203, PAGE 9 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS, FOR THE EASTERLY NORTH CORNER OF THIS EASEMENT;

**THENCE**, S 02°06'50" E, ALONG THE COMMON BOUNDARY LINE OF SAID CALLED 16.504 ACRE TRACT AND SAID CALLED 5.0 ACRE TRACT, A DISTANCE OF 136.66 FEET TO A POINT FOR THE SOUTHEASTERLY CORNER OF THIS EASEMENT;

**THENCE**, DEPARTING SAID COMMON BOUNDARY LINE OVER AND ACROSS SAID 16.504 ACRE TRACT THE FOLLOWING THREE(3) COURSES AND DISTANCES:

1. S 80°16'37" W, A DISTANCE OF 70.62 FEET TO A POINT FOR A WESTERLY SOUTH CORNER OF THIS EASEMENT;
2. N 02°06'50" W, A DISTANCE OF 10.09 FEET TO A POINT FOR AN INTERIOR ANGLE CORNER OF THIS EASEMENT;
3. S 80°16'37" W, A DISTANCE OF 946.04 FEET TO A POINT IN THE WESTERLY BOUNDARY LINE OF THAT SAID 16.504 ACRE TRACT AND THE EASTERLY BOUNDARY LINE OF A CALLED 58.74 ACRE TRACT CONVEYED TO KERMIT W. FOX, JR., TRUSTEE OF THE KERMIT W. FOX, JR., NO. 1 POWER TRUST AS SHOWN IN DOCUMENT NUMBER 201510834 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS; FOR A SOUTHWESTERLY CORNER OF THIS EASEMENT;

**THENCE**, N 02°34'57" W, ALONG SAID COMMON BOUNDARY LINE A DISTANCE OF 35.27 FEET TO A POINT FOR THE NORTHWESTERLY CORNER OF THIS EASEMENT;

**THENCE**, DEPARTING SAID COMMON BOUNDARY LINE OVER AND ACROSS SAID 16.504 ACRE TRACT THE FOLLOWING TWO(2) COURSES AND DISTANCES:

1. N 80°16'37" E, A DISTANCE OF 946.34 FEET TO A POINT FOR AN INTERIOR ELL CORNER OF THIS EASEMENT;
2. N 02°06'50" W, A DISTANCE OF 100.59 FEET TO A POINT IN THE SOUTHERLY RIGHT OF WAY LINE OF SAID REIDS BEND (COUNTY ROAD 41) FOR A NORTHWESTERLY CORNER OF THIS EASEMENT, FROM WHICH A 5/8" IRON ROD WITH CAP STAMPED "RPLS 1573" FOUND IN THE NORTHERLY RIGHT OF WAY LINE OF SAID REIDS BEND ROAD BEARS N 85°02'39" W, A DISTANCE OF 366.36 FEET;

**THENCE**, N 87°52'15" W, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID REIDS BEND (COUNTY ROAD 41), A DISTANCE OF 70.00 FEET TO THE **POINT OF BEGINNING**, CONTAINING AN AREA OF 0.987 ACRES OF LAND MORE OR LESS.

(CONTINUED ON PAGE 2 OF 2)



**TOGETHER AND WITH THE FOLLOWING  
0.451 ACRE TEMPORARY CONSTRUCTION EASEMENT**

BEING 0.451 ACRE TEMPORARY CONSTRUCTION EASEMENT, SITUATED IN THE BASTROP TOWN TRACT, ABSTRACT 11, AND BEING A PORTION OF THAT CALLED 16.504 ACRE TRACT CONVEYED TO RATHMAN LIMITED PARTNERSHIP AS SHOWN ON INSTRUMENTS RECORDED IN VOLUME 1116, PAGE 631, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS; SAID 0.451 ACRE TEMPORARY CONSTRUCTION EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT A POINT IN THE SOUTHERLY RIGHT OF WAY LINE OF REIDS BEND (COUNTY ROAD 41); AT THE NORTHEAST CORNER OF THAT SAID 16.504 ACRE TRACT;

**THENCE**, S 02°06'50" E, ALONG THE COMMON BOUNDARY LINE OF A CALLED 5.00 ACRE TRACT OF LAND CONVEYED TO WOODROW CHARLES FROEHLICH AS SHOWN ON INSTRUMENT RECORDED IN VOLUME 203, PAGE 9, DEED RECORDS, BASTROP COUNTY, TEXAS, AND THAT SAID 16.504 ACRE TRACT A DISTANCE OF 136.66 FEET TO A POINT FOR THE NORTHEAST CORNER AND **POINT OF BEGINNING** OF THIS EASEMENT;

**THENCE**, S 02°06'50" E, CONTINUING ALONG THE SAID COMMON BOUNDARY LINE, A DISTANCE OF 10.09 FEET TO A POINT FOR THE SOUTHEAST CORNER OF THIS EASEMENT;

**THENCE**, S 80° 16'37" E, OVER AND ACROSS SAID 16.504 ACRE TRACT, A DISTANCE OF 1016.50 FEET TO POINT IN THE WESTERLY BOUNDARY LINE OF SAID 16.504 ACRE TRACT, COMMON WITH THE EASTERLY BOUNDARY LINE OF A CALLED 58.74 ACRE TRACT CONVEYED TO KERMIT W. FOX, JR., TRUSTEE OF THE KERMIT W. FOX, JR. NO. 1 POWER TRUST AS SHOWN IN DOCUMENT NUMBER 201510834 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS;

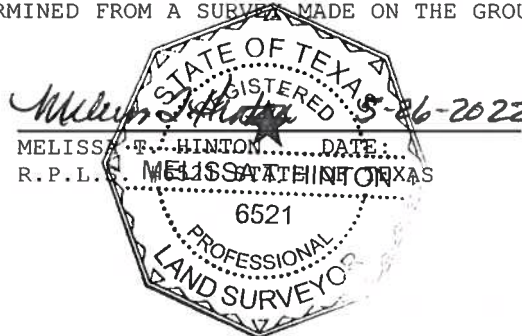
**THENCE**, N 02°34'57" W, ALONG SAID COMMON BOUNDARY LINE, A DISTANCE OF 20.16 FEET TO A POINT FOR THE NORTHWEST CORNER OF THIS EASEMENT;

**THENCE**, DEPARTING SAID COMMON BOUNDARY LINE, OVER AND ACROSS SAID 16.504 ACRE TRACT THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. N 80°16'37" E, A DISTANCE OF 946.04 FEET TO A POINT FOR AN ANGLE CORNER OF THIS EASEMENT;
2. S 02°06'50" E, A DISTANCE OF 10.09 FEET TO A POINT FOR AN ANGLE CORNER OF THIS EASEMENT;
3. N 80°16'37" E, A DISTANCE OF 70.62 FEET TO THE **POINT OF BEGINNING**, CONTAINING AN AREA OF 0.451 ACRES OF LAND MORE OR LESS.

A SURVEY EXHIBIT WAS PREPARED ON THIS SAME DATE. BASIS OF BEARING IS NAD 83 TEXAS STATE PLANE COORDINATES, CENTRAL ZONE.

I, MELISSA T. HINTON, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED FROM A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.



10.289 AC.  
 JAMES C. CAOUILLE  
 DOC. 202005646  
 OPRBCT

21.222 AC.  
 GLENN D. SYNNOTT REVOCABLE LIVING TRUST  
 DOC. 201809859  
 OPRBCT

52.930 AC.  
 DONALD L. FURRY a/k/a DONALD FURRY  
 DOC. 201604620  
 OPRBCT

58.74 AC.  
 (TRACT 2)  
 KERMIT W. FOX, JR.,  
 TRUSTEE OF THE  
 KERMIT W. FOX, JR.,  
 No. 1 POWER TRUST  
 DOC. 201510834  
 OPRBCT

0.451 ACRE  
 VARIABLE WIDTH  
 TEMPORARY  
 CONSTRUCTION  
 EASEMENT

16.504 AC.  
 RATHMAN LIMITED PARTNERSHIP  
 VOL. 1116, PG. 631  
 ORBCT  
 DESCRIBED IN VOL. 320, PG. 751  
 DRBCT

0.987 ACRE  
 PUBLIC UTILITY  
 EASEMENT

5 AC.  
 WOODROW CHARLES  
 FROEHLICH  
 VOL. 203, PG. 9  
 DRBCT

LINE TABLE		
LINE No.	DIRECTION	LENGTH
L14	S02° 06' 50"E	136.66
L15	S80° 16' 37"W	70.62
L16	N02° 06' 50"W	10.09
L17	N02° 34' 57"W	35.27
L18	N02° 06' 50"W	100.59
L19	N87° 52' 15"E	70.00

LEGEND

- 1/2" IRON ROD FOUND (UNLESS NOTED)
- 1/2" IRON ROD SET
- C.M. CONTROLLING MONUMENT

LEGAL DESCRIPTION

BEING A 0.987 ACRE TRACT OF LAND SITUATED IN THE BASTROP TOWN TRACT, ABSTRACT 11, AND BEING A PORTION OF THAT CALLED 16.504 ACRE TRACT CONVEYED TO RATHMAN LIMITED PARTNERSHIP AS SHOWN ON INSTRUMENT RECORDED IN VOLUME 1116, PAGE 631 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS.



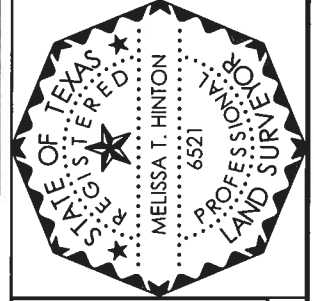
REV 5-26-2022 MTH

SURVEYOR NOTES:

THIS BOUNDARY SURVEY WAS COMPLETED WITHOUT ADDITIONAL RESEARCH TO DETERMINE IF OTHER MATTERS OF RECORD, IF ANY, MIGHT AFFECT THIS PROPERTY, SUCH AS EASEMENTS, SETBACKS, OR OTHER ENCUMBRANCES.

BASIS OF BEARING IS NAD83 TEXAS STATE PLANE COORDINATES, CENTRAL ZONE

DE FIELDWORK: 01/13/2022



SURVEYORS CERTIFICATE

I, MELISSA T. HINTON, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, REGISTRATION NUMBER 6521, HEREBY STATE THAT DURING THE MONTH OF JANUARY, 2022, A SURVEY OF THE REAL PROPERTY SHOWN HEREON WAS MADE UPON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

5/26/2022

Melissa T. Hinton  
 MELISSA T. HINTON  
 REGISTERED PROFESSIONAL  
 LAND SURVEYOR NO. 6521



**COMMITMENT FOR TITLE INSURANCE (Form T-7)**

**Issued by**

**TITLE RESOURCES GUARANTY COMPANY**

We, Title Resources Guaranty Company, will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

**THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.**

An Authorized Signature



Title Resources Guaranty Company

By:   
President/CEO

Secretary

## TEXAS TITLE INSURANCE INFORMATION

<p>Title insurance insures you against loss resulting from certain risks to your title.</p> <p>The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.</p>	<p>El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.</p> <p>El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.</p>
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Your Commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

**Minerals and Mineral Rights** may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

- **EXCEPTIONS** are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.
- **EXCLUSIONS** are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.
- **CONDITIONS** are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-526-8018 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.
- Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

### CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment, that is not shown in Schedule B, you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.
2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements, or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.



**COMMITMENT FOR TITLE INSURANCE T-7**

**ISSUED BY**

*TITLE RESOURCES GUARANTY COMPANY*

**SCHEDULE A**

Effective Date: **August 28, 2022, 8:00 am**

GF No. **2243534-BAS**

Commitment No. \_\_\_\_\_, issued **September 6, 2022, 5:00 pm**

1. The policy or policies to be issued are:

- a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)  
(Not applicable for improved one-to-four family residential real estate)  
Policy Amount: **\$40,000.00**  
PROPOSED INSURED: **City of Bastrop**
- b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE  
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)  
Policy Amount:  
PROPOSED INSURED:
- c. LOAN POLICY OF TITLE INSURANCE (Form T-2)  
Policy Amount:  
PROPOSED INSURED:  
Proposed Borrower:
- d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)  
Policy Amount:  
PROPOSED INSURED:  
Proposed Borrower:
- e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)  
Binder Amount:  
PROPOSED INSURED:  
Proposed Borrower:
- f. OTHER  
Policy Amount:  
PROPOSED INSURED:

2. The interest in the land covered by this Commitment is: **EASEMENT ESTATE**

3. Record title to the land on the Effective Date appears to be vested in:  
**Rathman Limited Partnership**

Continuation of Schedule A

GF No. 2243534-BAS

## 4. Legal description of land:

**Easement Estate to be created by Public Utility Easement and Temporary Access and Construction Easement by and between Rathman Limited Partnership to The City of Bastrop recorded in Document No. TO BE RECORDED, Official Public Records, Bastrop County, Texas, over and across a portion of the property conveyed to Rathyman Limited Partnership in Volume 1085, Page 256 and Volume 1116, Page 631, Official Records of Bastrop County, Texas, out of the BASTROP TOWN TRACT, ABSTRACT NO. 11, Bastrop County, Texas. Said property to be more particularly described by metes and bounds in Exhibit "A" upon receipt of an acceptable survey as required in Schedule C.**

*The Company is prohibited from insuring the area or quantity of the land described herein. Therefore, the Company does not represent that the acreage or square footage calculations are correct and references to the quantity are for informational purposes only.*

## SCHEDULE B

### EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):

**B docs**

**This item has been intentionally deleted.**

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
  - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
  - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
  - c. to filled-in lands, or artificial islands, or
  - d. to statutory water rights, including riparian rights, or
  - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.
 (Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year **2022**, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year \_\_\_\_\_ and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
- a. **All leases, grants, exceptions or reservation of coal, lignite, oil, gas and other mineral, together with all rights, privileges, and immunities relating thereto appearing in the public records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.**
  - b. **Rights of Parties in Possession. (Owner Policy)**
  - c. **Any visible and apparent easement, either public or private, located on or across the land, the existence of which is not disclosed by the Public Records as herein defined.**
  - d. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.**
  - e. **Any portion of subject property lying within the boundaries of a dedicated or undedicated public or private roadway.**
  - f. **Rights of tenants, as tenants only, under any and all unrecorded leases or rental agreements.**  
*(NOTE: This item can be deleted upon receipt of an Affidavit executed by the seller evidencing there are not any outstanding leases or rental agreements. If the Affidavit reveals unrecorded outstanding leases or rental agreements the exception may be modified to make specific exception to those matters.)*
  - g. **Easement:**  

<b>Recorded:</b>	<b>Volume 155, Page 26, Deed Records, Bastrop County, Texas.</b>
<b>Purpose:</b>	<b>electric easement</b>
  - h. **Coal Mineral Deed recorded in Volume 70, Page 10, Deed Records, Bastrop County, Texas.**
  - i. **Rights, if any, of Kathy Franklin, as heir-at-law of Minnie Elliott Gilmore, Deceased, according to Affidavit recorded in Volume 320, Page 715, Deed Records, Bastrop County, Texas, and/or rights, if any, of Kathy Elliott as grantee of Deeds recorded in Volume 425, Page 734 and Volume 425, Page 736, Official Records, Bastrop County, Texas, such rights, title or interest indicated by said Affidavit as being cumulative 27/455ths undivided interest in and to the subject land.**
  - j. **Terms, Conditions, and Stipulations in the Easement Agreement by and between Rathman Limited Partnership and the City of Bastrop:**  

<b>Recorded:</b>	<b>TO BE RECORDED, Official Public Records, Bastrop County, Texas.</b>
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## SCHEDULE C

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
  - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
  - b. all standby fees, taxes, assessments and charges against the property have been paid,
  - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
  - d. there is legal right of access to and from the land,
  - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. **We find no outstanding liens of record affecting subject property. An inquiry should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any security interest in subject property.**
6. **We must be furnished with the Easement Agreement by and between Rathman Limited Partnership and the City of Bastrop recorded in Document No. TO BE RECORDED, Official Public Records, Bastrop County, Texas.**
7. **The Company requires for its review a satisfactory survey plat and field notes of the subject property showing all improvements, easements, right-of-ways, building setback lines, roads, alleys, and all other matters that affect or may affect the subject property. If the survey plat reveals any encroachments, overlaps, boundary line disputes, or other adverse matters, they may appear as exceptions in the Policy.**
8. **In regards to Rathman Limited Partnership, company must be furnished the following in order to determine the identity of the person(s) with authority to sign documents:**
  - a) **Copy of the Certificate of Partnership, and all amendments thereto.**
  - b) **Copy of the Limited Partnership Agreement.**
  - c) **Copy of proof of registration and evidence of good standing in entity's the state or nation of domicile.**

**If the General Partner is a limited liability company or a corporation, then Company must be furnished with the appropriate documents to determine the party authorized to act on its behalf.**

9. Ascertain who has the authority to sign on behalf of The City of Bastrop.
10. **NOTICE:** Title Company is unwilling to issue the Title Policy without the general mineral exception(s) set out in Schedule B hereof pursuant to Procedural Rule P-5.1. Optional endorsements (T19.2 and T19.3) insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase upon request of the Proposed Insured. Neither this Policy, nor the optional endorsements, insure that the purchaser has title to the mineral rights related to the surface estate. The promulgated cost for said endorsement is \$50 per policy.
11. Payment of any and all ad valorem taxes which may be due and payable on the subject property.
12. Company requires Owner, Seller and/or Borrower to complete an Affidavit of Debts and Liens prior to the issuance of the Title Insurance Policy.
13. Company must be furnished with a properly executed Waiver of Inspection signed by the Purchaser.
14. Good Funds in an amount equal to all disbursements must be received and deposited before any funds may be disbursed. Partial disbursements prior to the receipt and deposit of good funds are not permitted. Good Funds means cash, wire transfer, certified checks, cashier's checks and teller checks. Company reserves the right to require wired transfer of funds in accordance with Procedural Rule P-27 where immediate disbursement is requested.
15. **ARBITRATION:** The Owner Policy of Title Insurance (Form T-1) and the Loan Policy of Title Insurance (Form T-2) contain an arbitration provision. It allows the Insured or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If the insured wants to retain the right to sue the Company in case of a dispute over a claim, the Insured must request deletion of the arbitration provision before the Policy is issued. The Insured may do this by signing the Deletion of Arbitration Provision form and returning it to the Company at or before the closing of the real estate transaction or by writing to the Company. {The Arbitration Provision may not be deleted on the Texas Residential Owner Policy of Title Insurance (Form T-1R).}

Countersigned  
Independence Title

By 

**COMMITMENT FOR TITLE INSURANCE****SCHEDULE D**GF No. **2243534-BAS**Effective Date: **August 28, 2022, 8:00 am**

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The following individuals are directors and/or officers, as indicated, of the Title Insurance Company issuing this Commitment

**Title Resources Guaranty Company**, is a corporation whose shareholders owning or controlling, directly or indirectly, 10% or more of said corporation, directors, and officers are listed below:

**Shareholders:**

Realogy Title Group, LLC.

**Directors:**

Donald J. Casey; Michael P. Gozdan; Sriram Someshwara; J. Scott McCall; Thomas N. Rispoli; Donald W. Evans, Jr.; Marilyn J. Wasser

**Officers:**

J. Scott McCall-President/CEO, E. Paul McNutt, Jr-EVP, Michael P. Gozdan- Secretary, Jeffrey A. Gueiss, Chief Financial Officer

2. The following disclosures are made by the Title Insurance Agent Secured Land Transfers, LLC dba Independence Title issuing this commitment:
- (a) A listing of each shareholder, owner, partner, or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium.  
**TRG Maryland Holdings LLC**
- (b) A listing of each shareholder, owner, partner, or other person having, owning or controlling 10 percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium.  
**Title Resource Group LLC**
- (c) If the Agent is a corporation: (i) the name of each director of the Title Insurance Agent, and (ii) the names of the President, the Executive or Senior Vice-President, the Secretary and the Treasurer of the Title Insurance Agent are as follows:  
  
Scott Storck, President; Donald J. Casey, Chief Executive Officer; Sriram Someshwara, Senior Vice President and Chief Financial Officer; Michael P. Gozdan, Senior Vice President and Secretary; Marilyn J. Wasser, Executive Vice President and Assistant Secretary; Donald W. Evans, Jr., Senior Vice President ; Robert Fitzpatrick, Senior Vice President; Lynette K. Gladdis, Senior Vice President and Assistant Secretary; Timothy B. Gustavson, Senior Vice President; Deborah Higgins, Senior Vice President; Thomas N. Rispoli, Senior Vice President and Assistant Secretary; Seth I. Truwit, Senior Vice President and Assistant Secretary; Walter Patrick Mullen, Senior Vice President; Brian Alan Pitman, Vice President; Jay Fitzgerald, Vice President.
- (d) The name of any person who is not a full-time employee of the Title Insurance Agent and who receives any portion of the title insurance premium for services performed on behalf of the Title Insurance Agent in connection with the issuance of a title insurance form; and, the amount of premium that any such person shall receive is disclosed in paragraph 3.
- (e) For purposes of this paragraph 2, "having, owning, or controlling" includes the right to receipt of a percentage of net income, gross income, or cash flow of the Agent or entity in the percentage

stated in subparagraphs (a) or (b).

3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium\* is:

Owner's Policy	<u>\$428.00</u>
Loan Policy	<u>\$0.00</u>
Endorsement Charges	<u>\$0.00</u>
Other	<u>\$0.00</u>
Total	<u>\$428.00</u>

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

<u>Amount</u>	<u>To Whom</u>	<u>For Services</u>
---------------	----------------	---------------------

" The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance."



**Title Resources Guaranty Company**

Premium Amount	Rate Rules	Property Type	County Code	Liability at Reissue Rate	6	7	8
1 <b>\$428.00</b>	2 <b>1000</b>	3 <b>3</b>	4 <b>21</b>	5			

**TITLE RESOURCES GUARANTY COMPANY**

**DELETION OF ARBITRATION PROVISION**

(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to the arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgement upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE



Rev. 3/9/2021

<b>FACTS</b>	WHAT DOES TITLE RESOURCES GUARANTY COMPANY DO WITH YOUR PERSONAL INFORMATION?	
<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and account balances</li> <li>• Payment history and credit card or other debt</li> <li>• Checking account information and wire transfer instructions</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>	
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons TITLE RESOURCES GUARANTY COMPANY chooses to share; and whether you can limit this sharing.	
<b>Reasons we can share your personal information</b>	<b>Does TITLE RESOURCES GUARANTY COMPANY share?</b>	<b>Can you limit this sharing?</b>
<b>For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus</b>	Yes	No
<b>For our marketing purposes- to offer our products and services to you</b>	No	We don't share
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes- information about your transactions and experiences</b>	Yes	No
<b>For our affiliates' everyday business purposes- information about your creditworthiness</b>	No	We don't share
<b>For our affiliates to market to you</b>	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share
<b>Questions?</b>	<a href="https://www.titleresources.com/privacypolicy">https://www.titleresources.com/privacypolicy</a>	

Page 2

**Who we are****Who is providing this notice?**

TITLE RESOURCES GUARANTY COMPANY

**What we do****How does TITLE RESOURCES GUARANTY COMPANY protect my personal information?**

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

**How does TITLE RESOURCES GUARANTY COMPANY collect my personal information?**

We collect your personal information, for example, when you

- Apply for insurance or pay insurance premiums
- Provide your mortgage information or show your driver's license
- Give us your contact information

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

**Why can't I limit all sharing?**

Federal law gives you the right to limit only

- Sharing for affiliates' everyday business purposes –information about your creditworthiness
- Affiliates from using your information to market to you
- Sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

**Definitions****Affiliates**

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include companies that are owned in whole or in part by Realty Holdings Corp., such as Better Homes and Gardens® Real Estate, CENTURY 21®, Coldwell Banker®, Coldwell Banker Commercial®, The Corcoran Group®, ERA®, Sotheby's International Realty®, ZipRealty®, Realty Brokerage Group LLC, Cartus and Realty Title Group.*

**Nonaffiliates**

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *TITLE RESOURCES GUARANTY COMPANY does not share with nonaffiliates so they can market to you.*

**Joint Marketing**

A formal agreement between nonaffiliated financial companies that together market financial products or service to you.

- *TITLE RESOURCES GUARANTY COMPANY does not share with nonaffiliated financial companies for joint marketing purposes.*

**Other Important Information****For European Union Customers**

Please see our Privacy Policy located at <https://www.titleresources.com/privacypolicy>

**For our California Customers**

Please see our notice about the California Consumer Protection Act located at <https://www.titleresources.com/privacypolicy>

## INDEPENDENCE TITLE

## PRIVACY POLICY

Rev. 7/28/2022

<b>FACTS</b>	WHAT DOES INDEPENDENCE TITLE DO WITH YOUR PERSONAL INFORMATION?	
<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and account balances</li> <li>• Payment history and credit card or other debt</li> <li>• Checking account information and wire transfer instructions</li> </ul> <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>	
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons INDEPENDENCE TITLE chooses to share; and whether you can limit this sharing.	
<b>Reasons we can share your personal information</b>	<b>Does INDEPENDENCE TITLE share?</b>	<b>Can you limit this sharing?</b>
<b>For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus</b>	Yes	No
<b>For our marketing purposes- to offer our products and services to you</b>	No	We don't share
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes- information about your transactions and experiences</b>	Yes	No
<b>For our affiliates' everyday business purposes- information about your creditworthiness</b>	No	We don't share
<b>For our affiliates to market to you</b>	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share
<b>Questions?</b>	Go to <a href="https://www.anywhereis.re/privacypolicy">https://www.anywhereis.re/privacypolicy</a>	

Who we are	
<b>Who is providing this notice?</b>	INDEPENDENCE TITLE
What we do	
<b>How does INDEPENDENCE TITLE protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does INDEPENDENCE TITLE collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• Apply for insurance or pay insurance premiums</li> <li>• Provide your mortgage information or show your driver's license</li> <li>• Give us your contact information</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes –information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include companies that are owned in whole or in part by Anywhere Real Estate Inc., such as Better Homes and Gardens® Real Estate, CENTURY 21®, Coldwell Banker®, Coldwell Banker Commercial®, The Corcoran Group®, ERA®, Sotheby's International Realty®, ZipRealty®, Anywhere Advisors LLC, Cartus and Anywhere Integrated Services LLC.</i></li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• INDEPENDENCE TITLE does not share with nonaffiliates so they can market to you.</li> </ul>
<b>Joint Marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or service to you.</p> <ul style="list-style-type: none"> <li>• INDEPENDENCE TITLE does not share with nonaffiliated financial companies for joint marketing purposes.</li> </ul>
Other Important Information	
<b>For European Union Customers</b>	Please see our Privacy Policy located at <a href="https://www.anywhereis.re/privacypolicy">https://www.anywhereis.re/privacypolicy</a>
<b>For our California Customers</b>	Please see our notice about the California Consumer Protection Act located at <a href="https://www.anywhereis.re/privacypolicy">https://www.anywhereis.re/privacypolicy</a>



**IMPORTANT NOTICE**

FOR INFORMATION,  
OR TO MAKE A COMPLAINT  
CALL OUR TOLL-FREE NUMBER

**1-800-526-8018**

ALSO YOU MAY CONTACT  
THE TEXAS DEPARTMENT OF  
INSURANCE AT

**1-800-252-3439**

to obtain information on:

1. filing a complaint against an insurance company or agent,
2. whether an insurance company or agent is licensed,
3. complaints received against an insurance company or agent,
4. policyholder rights, and
5. a list of consumer publications and services available through the Department.

YOU MAY ALSO WRITE TO  
THE TEXAS DEPARTMENT OF  
INSURANCE  
P.O. BOX 149104  
AUSTIN, TEXAS 78714-9104  
FAX NO. (512) 475-1771

**AVISO IMPORTANTE**

PARA INFORMACION, O  
PARA SOMETER UNA QUEJA  
LLAME AL NUMERO GRATIS

**1-800-526-8018**

TAMBIEN  
PUEDE COMUNICARSE CON  
EL DEPARTAMENTO DE  
SEGUROS  
DE TEXAS AL

**1-800-252-3439**

para obtener información sobre:

1. como someter una queja en contra de una compañía de seguros o agente de seguros,
2. si una compañía de seguros o agente de seguros tiene licencia,
3. quejas recibidas en contra de una compañía de seguros o agente de seguros,
4. los derechos del asegurado, y
5. una lista de publicaciones y servicios para consumidores disponibles a través del Departamento.

TAMBIEN PUEDE ESCRIBIR AL  
DEPARTAMENTO DE SEGUROS  
DE TEXAS  
P.O. BOX 149104  
AUSTIN, TEXAS 78714-9104  
FAX NO. (512) 475-1771

# Title Commitments

## FROM A to D

### The ABC's of a Title Commitment

Here's a quick and basic overview of the four schedules of the Commitment for Title Insurance. In general, a title commitment is a commitment by the title company to insure the property and issue a title policy if conditions in the commitment are met.

Please contact your escrow officer with any questions about a particular title commitment or transaction.

SCHEDULE

A

#### "A" is for "Actual Facts"

In other words, this is the "Who, What, Where and How Much" of the transaction. You'll see the names of the seller and buyer, the types of policies to be issued, a description of the property, the sales price, and the name of the lender if any.

SCHEDULE

B

#### "B" is for "Buyer Notification"

From areas where other parties have some interest or control of the use of property. An example would be a utility easement, where the city would have a part of the land reserved for their use, or a building setback requirement that prevents the homeowner from building within a certain distance from the front of the property. These items are not covered.

SCHEDULE

C

#### "C" is for "Clear to Close"

These items must be resolved in order to insure title to the new owner. This would include such things as a mortgage to be paid off, marital status, home improvement liens, unpaid taxes, or a requirement that another person - such as an heir or a former spouse - participate in the sale of the property.

SCHEDULE

D

#### "D" is for "Disclosure"

This last section outlines all parties who will collect any part of the insurance premium, including underwriters, title agents and attorneys.



## Independence Title

*Make us your personal title company.*

*We look forward to taking a special interest in you and your goals.*






# Your secure wire instructions



The bank information for your upcoming wire transfer is included below.

 Alert! These instructions will NEVER change. If you receive a message with new or revised instructions please call: Independence Title at (512) 303-2567

**CREDIT FUNDS TO**

Independence Title  
301 Hwy 71 W, Suite 106  
Bastrop , TX 78602  
Account #: **208 600 7**

**FILE NUMBER**

2243534-BAS

**BENEFICIARY BANK**

The First National Bank of Bastrop  
489 Hwy 71 W  
Bastrop, TX 78602  
ABA Routing #: **114904953**

**PLEASE NOTE**

CAUTION: Online banking presents several options; confirm you are sending a wire NOT an ACH. NO ACHs or electronic payments/credits will be accepted for any transactions and will result in a delay in funding.

If you will be sending funds to Independence Title via an international wire, please contact your closing team for specific wiring instructions. These instructions are NOT intended for international wires.

If you have any questions regarding your wire transfer please contact: Independence Title at (512) 303-2567

 **KNOW YOU'RE COVERED**

Independence Title is committed to keeping your funds safe. Your transfer is insured up to \$1,000,000 when you follow these instructions. You also have access to Fraud Recover Services should you transfer funds to a different account.

If you suspect you might be a victim of fraud, contact [recovery@certifid.com](mailto:recovery@certifid.com) or call (616) 202-6612 as soon as possible.



# Wire transfer guide

You've been asked to wire funds to complete your transaction. If this is your first time wiring money, the details below will help provide additional clarity to the process.

## WHAT IS A WIRE TRANSFER GUIDE?

A wire transfer is an electronic transfer of funds from one bank or credit union to another. Funds transferred via wire transfer are immediately available to the recipient – typically the same day you send them.

## HOW DO I SEND A WIRE TRANSFER?

A wire transfer is initiated from your bank or credit union. You may be able to start the process through your online banking portal or may need to visit a branch location and work with a representative to start the process.

The three pieces of information you will need to send the wire transfer include:

### 1. My wiring instructions

These details can be found on the page titled "Money Transfer Instructions" that you received via CertifID. They contain the bank account information for Independence Title.

### 2. The amount you are wiring

Ask Independence Title or your lender for the final amount needed for closing.

### 3. Your personal account information and available funds

To initiate a wire transfer, you'll need your personal account information. Check with your bank for additional requirements they may have. You'll also want to confirm you have the funds needed in your account to cover the amount of the wire transfer.



# Wire transfer guide

## Before you send the wire

Request that your bank add the address of the property you are purchasing to the “notes” section of the wire transfer summary. This will provide additional detail to Independence Title as they receive the wire on their end.

## Once you send the wire

Request the Federal Reference number or “fed ref number” from your financial institution and keep a record of it should Independence Title request proof that the wire was sent to their account. This number may not be available immediately which may require a follow up with the bank.

## HOW DO I KNOW IF THE WIRE WAS RECEIVED?

Wires sent in the morning will most likely arrive that day. Wires sent late afternoon or in the evening will likely not arrive in Independence Title’s account until the next business day.

After you send the wire transfer you may call Independence Title and provide them with the exact amount of your wire, name of the bank sending the wire, and the Federal Reference number and request confirmation once they receive the funds. This will put your mind at ease that your money safely arrived in the correct account.

Independence Title will contact you when the wire is received.

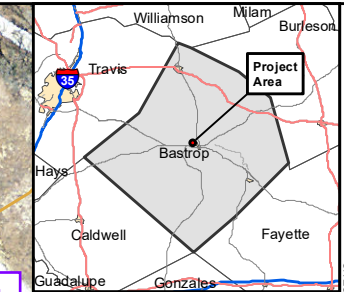
## ARE THERE RISKS WITH WIRING FUNDS FOR CLOSING?

Yes. Fraudsters might try to trick you into sending funds to a fraudulent account. To protect yourself, only rely on the wiring instructions you received through Certifid.

If you are presented with “new”, “updated” or “changed” wiring instructions, **DO NOT SEND FUNDS**. Instead, contact Independence Title via a phone call from a number that you find after conducting an internet search of their company name and location of operation.



Bastrop County, Texas



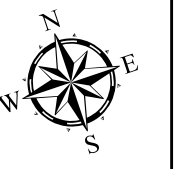
Item 12F.

DATE CREATED: 5/18/2022 1:29:13 PM

DATUM & COORDINATE SYSTEM: NAD 1983 2011 StatePlane Texas Central FIPS 4303

FILE NAME: Bastrop\_Mapbook\_20220518.mxd

PREPARED BY: Freese and Nichols, Inc.



CITY OF BASTROP

24" WATER TRANSMISSION LINE

**FREES AND NICHOLS, INC.**

10431 MORADO CIRCLE  
SUITE 300  
AUSTIN, TEXAS 78759  
PHONE: 512-617-3100  
FAX: 512-617-3101

FIGURE 5

356

Property ID: 35704  
Owner: Bar W Ranch Partnership, LTD

Property ID: 54453  
Owner: Bar W Ranch Partnership, LTD

Property ID: 22340  
Owner: Smith, Richard T

Property ID: 8715767  
Owner: Alvarado Rosas, Alejandro

Property ID: 64010  
Owner: Caouette, James C

35' Permanent Easement  
20' Temporary Easement

Property ID: 22323  
Owner: Furry, Donald L

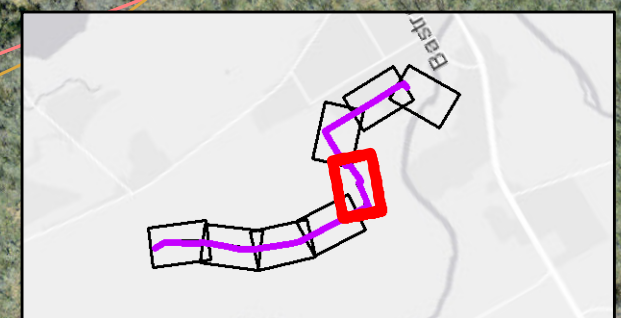
35' Permanent Easement  
20' Temporary Easement

35' Permanent Easement  
20' Temporary Easement

Property ID: 26093  
Owner: Rathman Limited Partnership

Parcel ID: 24044  
Owner: The Kermit W Fox Jr. No. 1 Power Trust

- Proposed 24-inch Waterline
- Proposed 8-inch Wastewater Line
- 8" and Smaller Water Line
- 10" and Larger Water Line
- ~ Contour
- 100-year Flood Plain
- Bastrop City Limits
- Parcels





# STAFF REPORT

**MEETING DATE:** October 25, 2022

**TITLE:**

Consider action to approve Resolution No. R-2022-84 of the City Council of the City of Bastrop, Texas to award a Professional Services contract with Stantec Consulting Services Inc. to provide professional services for the Parks & Recreation Master Plan project in an amount not to exceed Two Hundred Ninety Thousand Dollars and no cents (\$290,000.00) as attached Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

**STAFF REPRESENTATIVE:**

Submitted by: Rebecca Gleason, Assistant City Manager

**BACKGROUND/HISTORY:**

The City of Bastrop Parks & Recreation Plan was written in 2008 and updated in 2015. Since that time, the city has grown substantially, and we have seen large shifts in our demographics as more families move to the area. Texas Parks and Wildlife recommends that a community updates its master plan every 5 years and rewrites it every 10 years, so it is time to get an accurate representation of our community's needs and City assets. The City having an adopted current Master Plan puts the City in a strategic position in apply for later grants through Texas Parks and Wildlife and the St. David's Foundation which would allow us to implement recommendations from the plan.

For the City of Bastrop, this Master Plan is a necessary step in ongoing efforts to create a robust recreation program as well as investing in raising the quality of life for our citizens through our parks. It is also an opportunity, through the creation and implementation of a vigorous community engagement plan, to begin building and improving relationships in our community with special focus paid to historically underserved groups, Bastrop area youth, and those new to the City of Bastrop.

This Parks and Recreation Master Plan will encompass a comprehensive analysis of the City's parks and recreation assets, an extensive community needs assessment, provide recommendations to development, recreation, policies, land acquisition, and prioritize needs based on the community's short and long-term parks and recreation needs. The Master Plan will also include Sports Complex Feasibility Study paid for through Type B (BEDC) funding of \$50,000.

**FUNDING SOURCE:**

The funding for this project will be from a \$250,000 St. David's Foundation Grant and \$50,000 Type B Funds.

**RECOMMENDATION:**

The Parks and Recreation Master Plan committee, including the Director of Public Works, Recreation Manager, Director of Planning, Director of Engineering and CIP, and the Assistant City Managers for Community Development and Community Engagement, recommend City Council to authorize the approval of Resolution No. R-2022-84 of the City Council of the City of Bastrop, Texas awarding a contract to provide professional services for the Parks & Recreation Master Plan project, with Stantec Consulting Services, Inc. in an amount not to exceed Two Hundred Ninety Thousand Dollars and Zero Cents (\$290,000.00); authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

**ATTACHMENTS:**

- Resolution No. R-2022-84
- Exhibit A: Professional Services Contract with Stantec Consulting Services, Inc.



**RESOLUTION NO. R-2022-84**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING A PROFESSIONAL SERVICES CONTRACT WITH STANTEC CONSULTING SERVICE, INC. IN AN AMOUNT NOT TO EXCEED TWO HUNDRED NINETY THOUSAND DOLLARS AND ZERO CENTS (\$290,000.00) FOR THE PARKS AND RECREATION MASTER PLAN PROJECT; AUTHORIZING 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 recognizes that unprecedented growth and development in recent years has created numerous challenges in the appropriate provision of municipal services, specifically those related to parks and recreation; and

**WHEREAS**, the City Council of the City of Bastrop recognizes the value parks and recreation brings to the community; and

**WHEREAS**, the City Council of the City of Bastrop, Texas acknowledges the goals set in the 2036 City Comprehensive Plan initiates the need and desire to provide a sufficient amount of public park land and recreational needs for current and future residents; and

**WHEREAS**, The City Council understands the importance of developing a comprehensive Parks and Recreation Master Plan to assist the City in preparing for continued growth and development and to identify the City's potential future Capital Improvement Projects in improving the quality of life for our residents.

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

**Section 1:** That the City Manager is hereby authorized to execute the Professional Services Contract attached as Exhibit A, not-to-exceed amount of two hundred ninety thousand and zero cents (290,000.00).

**Section 2:** That this Resolution shall take effect immediately upon its passage.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop, Texas this 25<sup>th</sup> day of October 2022.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



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

This General Services Contract (“Contract”) is entered by and between the **City of Bastrop**, a Texas Home-Rule Municipal Corporation (the “City”), and Stantec Consulting Services, Inc. (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 “Parks & Recreation Master Plan”).

**I. General Information and Terms.**

Engineer’s/Contractor’s Name and Address:	Stantec Consulting Services Inc. 70 NE Loop 410, Suite 1100 San Antonio, TX 78216 Attn: Mark Maldonado
General Description of Services:	Professional landscape architecture services related to the master planning of the city-wide Parks and Recreation Master Plan
Maximum Contract Amount:	\$290,000
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 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 thirty (30) 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). The City shall provide notice to Contractor in the event the City fails to appropriate funds, and in such event the Contractor's obligations under this Contract shall immediately cease, except for completion of any services paid in advance if any.

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  
CITY OF BASTROP, GENERAL SERVICES CONTRACT/Page 2

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 negligent 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.

THE TOTAL AMOUNT OF ALL CLAIMS THE CITY MAY HAVE AGAINST THE CONTRACTOR UNDER THIS CONTRACT OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES UNDER ANY THEORY OF LAW, INCLUDING BUT NOT LIMITED TO CLAIMS FOR NEGLIGENCE, NEGLIGENT MISREPRESENTATION AND BREACH OF CONTRACT, SHALL BE STRICTLY LIMITED TO \$1,000,000.00 AS THE CITY'S SOLE AND EXCLUSIVE REMEDY UNDER THIS CONTRACT ANY CLAIM, DEMAND OR SUIT SHALL BE DIRECTED AND/OR ASSERTED ONLY AGAINST THE CONTRACTOR AND NOT AGAINST ANY OF THE CONTRACTOR'S EMPLOYEES, OFFICERS, OR DIRECTORS.

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 TO THE EXTENT 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 upon full payment of all monies owed to the  
CITY OF BASTROP, GENERAL SERVICES CONTRACT/Page 4

Contractor. 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). Notwithstanding the foregoing, the City's right to inspect, copy, and audit shall not extend to the composition of Contractor's rates and fees, percentage mark-ups, or multipliers but shall apply only to their application to the applicable units.

**B. Reports of Incidents**

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

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

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

**V. Signatures.**

**Stantec Consulting Services, Inc.**

**CITY OF BASTROP**

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

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

Printed Name: Mark Maldonado

Printed Name: Sylvia Carrillo

Title: Principal

Title: City Manager

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

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





**EXHIBIT A-1**

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

*(See Attached)*

**EXHIBIT A-2**

Scope of Services **dated September 13, 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 (with the exception of Professional Liability) 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, with the exception of Professional Liability which may be written on a claims made form.
- L. Contractual Liability must be maintained covering the Contractors obligations contained in the contract (except Professional Liability). 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.

## Attachment 1 – Scope of Services

The City of Bastrop Parks, Recreation and Open Space Master Plan (Bastrop PROS Master Plan) will be developed in three phases as described below:

### PHASE 1: Discovery- Foundation Building

From the onset of this Project, we will work closely with the City's PM to establish appropriate communication protocols, project management benchmarks, QA/QC process and branding for this effort to make it a success. We will also work as a team to review all available existing information for the Study Area so that we can lay the appropriate foundation for all subsequent planning activities to follow. Our approach to this phase includes the following scope items, provided in greater detail.

**Task 1.0: Staff Kick-off Meeting** – The purpose of this meeting is to kick-off the Project between the Client and the Stantec Team, to discuss the project work plan which will include the scope, schedule, and coordination related items, including the request of data from the Client including all base file data in GIS format for completion of tasks within Phase 1. Stantec team members will attend via phone conference. Stantec will supply a summary of the kick-off meeting that outlines the discussion items, decisions made and follow up action items to be completed.

#### Task 1.0 Meetings/ Deliverables

- Project Kick-off Meeting & Meeting Minutes
- Document Request Form (To be completed by City)

**Task 1.1: Staff Check-in Meetings** – Stantec's PM will meet with the City's PM on a monthly basis, once per month, throughout the 10-month duration of the project. These meetings will be attended virtually and are anticipated to last approximately 1 hour. The purpose of the monthly meetings is to review submittals and keep both parties (Stantec and City) updated on the Project's progress. Project status update memos will be issued monthly and shall summarize work completed, work scheduled to be completed for the upcoming month, and any outstanding issues or decisions that must be resolved by City staff or the project team. Stantec will document these staff check in meetings via e-mail to outline discussion points, decisions made, next steps and any follow up action items needed. Should extra client review meetings be required to complete this task, consultant will review with the Owner the required additional fees necessary to cover the increase in the scope of work.

#### Task 1.1 Meetings/ Deliverables

- (10) Monthly Staff Check-in Meetings & Meeting Minutes
- (10) Monthly Project Status Update Memo

**Task 1.2: Branded Materials and Project Logo**– Stantec will develop a design template (according to City's branding standards) and logo to brand the Project. All project documents and materials will follow the standards of the selected design template. Stantec will also provide the design of material for facilitation aids for public outreach and citizen participation as well as marketing materials for increased project awareness.

#### Task 1.2 Meetings/ Deliverables

- Project Graphic Design Template
- Project Logo
- Project Flyers/ Notices/ Brochures

**Task 1.3: Social Media Content and Project Website**- The Stantec Team will assist City Staff by providing content material for the project website. City Staff will develop and maintain the project-specific website throughout the duration of the Project. The website should include an overview of the project, project timeline, sign-up for project notifications, review of public documents, and stay up-to-date on upcoming public engagement/outreach events. Stantec will work with the City to take advantage of existing social media opportunities, such as existing Facebook, Instagram, and Twitter accounts owned by the City. Our experience is that providing information for accounts with existing followers is more successful than setting up new accounts for a project. Stantec will provide notifications of the public engagement/outreach events in both English and Spanish for the City to upload to the website and various social media platforms. Project reports, public documents, and the Parks Master Plan will be provided in English only.

#### Task 1.3 Meetings/ Deliverables

- Project Website Design & Maintenance

- Social Media Marketing Campaign- Project Initiation
- Social Media Marketing Campaign- Community Workshop No.1
- Social Media Marketing Campaign- Community Workshop No.2

**Task 1.4: Reconnaissance/ Existing Conditions & Inventory Assessment** – Stantec will review and summarize existing plans, projects, and programs pertinent to the Bastrop PROS Master Plan planning area. Stantec will work with the Client staff to identify the list of plans and provide the resultant planning documents. Stantec staff will reference the existing plans, projects, and programs as they pertain to the project boundary and incorporate findings as best as possible into the PROS Master Plan. Stantec will conduct a desktop inventory of park improvements, as well as evaluate area influences and other conditions which have influenced and continue to inform the growth, development patterns, and connectivity of the City. Stantec will also review relevant documents including policies, regulating documents, and others to understand prevailing influences regarding the parks and recreation system for the City of Bastrop.

The Stantec Team will also conduct a walk-through and inventory and assess existing physical conditions for the City's existing 14 parks. The work in this task will begin with a 2-day site visit and meeting with City staff and is intended to provide the factual and analytical basis for the planning effort. This dialogue will also provide further insight in understanding issues to be addressed, pitfalls to avoid, and recommendations for best approaches for successful plan implementation. For Mayfest Park, Bob Bryant Park, and Fisherman's Park, Stantec will locate and identify the size, location, existing site amenities, facilities, utilities, roads, parking, trees, and park equipment.

The deliverable for this task will be a series of maps depicting the existing physical opportunities and constraints, along with a supporting technical memorandum summarizing our observations and impressions.

#### Task 1.4 Meetings/ Deliverables

- 2-Day Park & Facility Site Visit and Assessment Meeting with Design Team and City Staff
- Existing Park Inventory & Assessment Memo
- Existing Conditions Map- Mayfest Park
- Existing Conditions Map- Bob Bryant Park
- Existing Conditions Map- Fisherman's Park

**Task 1.5: Base Mapping** – Stantec will utilize city provided data, readily available GIS information and Lidar aerial maps to create a base map for each of the three existing parks that will be master planned – Mayfest Park, Bob Bryant Park, and Fisherman's Park. *\*Note, if any of the Parks Master Plan move into the design development phase, then a topographical survey will be needed in order to create a precise set of construction documents.*

#### Task 1.5 Meetings/ Deliverables

- The deliverable for this task will be provided as part of Task 1.4 – Reconnaissance/ Existing Conditions & Inventory Assessment.

**Task 1.6: Existing & Future Statistics** – Stantec will review existing and future statistics relevant to the City of Bastrop's Park, Recreation and Open Space system to include the following:

- Existing Population & Demographic Analysis- Using data provided by City Staff, Stantec will review and analyze the population and demographic characteristics of the residents of the City of Bastrop to help identify current and future park and recreational needs.
- Park Classification, Standards & Benchmarking- Using data provided by City Staff along with data compiled by the Stantec team, we will utilize the Existing Conditions Analysis, in tandem with current population estimates (2020 US Census or most recent American Community Survey), to compare the existing park and recreational facilities within the City against National Recreation and Park Association (NRPA) standards. We will also identify relevant park development trends along with benchmarking City facilities with regional and national standards. Stantec will work with City staff to identify relevant communities within the region or nation against which to compare and analyze level of service and parks and recreation standards. These comparisons may be peer communities, in terms of location or size, or may be aspirational communities, systems whose level of services or offering the City would like to emulate.

#### Task 1.6 Meetings/ Deliverables

- The deliverable for this task will be provided as part of Task 3.0 – Final Parks, Recreation and Open Space Master Plan- Draft

**Task 1.7: Bastrop Park Existing Facilities Assessment** - The Stantec team will conduct an on-site observation and assessment of specific Bastrop park facilities to include the following:

- **Park Accessibility Assessment**– The Design team will work with the City and participate in an in-person tour of all fourteen (14) existing city parks for the assessment of accessibility in accordance to the Texas Accessibilities Standards (TAS) as a basis. Existing accessibility conditions and access will be included in the final memo. The memo will include a narrative describing observations, with photos and applicable comments for each one of the facilities reviewed.

Meetings/ Deliverables

- (1) In-person tour with City staff of the existing facilities within 14 of the city’s existing parks.
- Existing Conditions Summary Report and Recommendations Memo to achieve minimal accessibility compliance based on the existing conditions at the 14 parks.
- (1) Virtual meeting with City staff to review Existing Conditions Summary Report and Recommendations Memo

**Task 1.8: Stakeholder and Community Outreach/ Engagement** – Using the events and opportunities outlined in the Stakeholder and Community Engagement Plan Memo, the Stantec team will facilitate robust stakeholder and community engagement and solicit the public’s input on a vision and goals for the City of Bastrop Parks, Recreation and Open Space Master Plan. Specific development/improvement opportunities, goals, and feedback will be discussed for each of the three existing parks that will be master planned – Mayfest Park, Bob Bryant Park, and Fisherman’s Park. Throughout the project, Stantec will develop, participate, and assist with the following public engagement activities:

- **Management and Engagement Plan** – Stantec will work with the City’s contracted Diversity and Inclusion Specialist and develop a stakeholder and community engagement plan memorandum that identifies the details for each of the engagement strategies. These details will include but are not limited to venues, key participants, engagement advertisements, coordination, and plan and work product to be completed with each engagement strategy. This plan will be developed with a medium to high level of detail that specifically denotes responsible parties to complete specific engagement coordination tasks.

Meetings/ Deliverables

- (1) In-person strategy session with the City’s contracted Diversity and Inclusion Specialist and City Staff
- Stakeholder and Community Engagement Plan Memo
- **Stakeholder and Ambassador Listening Sessions**– We will identify two (2) stakeholder groups and six (6) individuals across the City that will function as ambassadors for the planning process and the PROS Master Plan, assist with public outreach and input gathering, and help us reach traditionally underserved groups. We will lead 1-hour facilitation sessions with the stakeholder groups and (30) minute interviews with individual ambassadors to understand issues to be addressed, pitfalls to avoid, and recommendations for best approaches to input and outreach. The purpose of this task is to meet with individuals and groups with potential to influence/ impact future development and improvements of the parks and open spaces in Bastrop. Potential groups could include members of Youth Associations, Sport Groups, City Staff, business and property owners, developers from the community and region, lenders, and others.

Meetings/ Deliverables

- (2) In-Person Stakeholder Groups Listening Sessions up to 1 Hr. each (conducted in 1 day)
- (6) Virtual Ambassador/ Individual Listening Sessions up to 30 mins. each
- Develop and Present Session Materials
- Summary Memo and synthesis of input received.
- **Parks Advisory Board/ Steering Committee Meeting** – The Stantec Team will facilitate one (1) meeting with the Parks Advisory Board or the Steering Committee, a group of individuals identified by the Client, to ensure input, review, and direction related to various activities and deliverables of the planning process, as well as to help build additional consensus to aid in developing community consensus and in implementation of the recommendations. Stantec will coordinate with City staff and will facilitate these meetings and provide a meeting summary outlining key discussion points, considerations, and next steps. City to provide venue, food/ beverages, and audio/video



connections. Materials prepared for this meeting will allow the Client staff to make similar presentations to other Boards, Planning and Zoning Commission, and Town Council if desired.

Meetings/ Deliverables

- Develop and Present Meeting Materials
  - In-person Parks Advisory Board/ Steering Committee Kick-off Meeting (Date T.B.D)
- **Community Workshops**– The Stantec Team will facilitate two (2) community workshops. To initiate the planning process on a City-wide level, we propose a in-person townhall symposium style event.

Community Workshop Meeting No. 1 is intended to primarily explain the process and timeline and facilitate input exercises to understand issues and opportunities in the City. During this workshop, engagement activities are about eliciting conversations about the vision and transforming that vision into specific action items.

Community Workshop Meeting No. 2 involves community validation of what has been developed in response to their input and how to accomplish those tasks. It is an opportunity for the overall community to tell us what they think of the ideas and designs as well as the suggested action steps developed by the project team, and to validate them or suggest final changes to them prior to developing the final document.

Meetings/ Deliverables

- Develop and Present Meeting Materials
  - In-person Community Workshop Meeting No. 1 (Date T.B.D)
  - In-person Community Workshop Meeting No. 2 (Date T.B.D)
- **Meeting in a Box, Visioning Boards, and QR Codes**– The Stantec Team will create and package a customized “Meeting in a Box” to include instructions, sign-in sheets, activities, and worksheets. A “Meeting in a Box” is intended to be self-administered by PROS Master Plan Ambassadors working with residents/ organizations in small groups. This could include working in small groups at a regularly scheduled meetings, luncheons, or can be disseminated and administered by other park advocates. These meetings should not last more than 60 mins and should be used to identify the issues and opportunities they may be facing with regard to the overall City’s parks, recreation, and open space system. It would also be an opportunity to identify area specific issues that may be impacting them.

Stantec will also provide visioning boards and QR codes for the City to utilize during community pop-up events and other engagement events that are led by stakeholders and City staff.

Meetings/ Deliverables

- Develop and Package “Meeting in a Box” materials
  - Print and Deliver (5) “Meeting in a Box” Packages that can be checked-out
  - Visioning Boards and QR code
  - Summary Memo and synthesis of input received.
- **City Council Meetings** – The Stantec Team will facilitate one (1) meeting with the City of Bastrop City Council, to ensure input, review, and direction related to various activities and deliverables of the planning process, as well as to help build additional consensus to aid in developing community consensus and in implementation of the recommendations. Stantec will coordinate with City staff and will facilitate these meetings and provide a meeting summary outlining key discussion points, considerations, and next steps. City to provide venue, food/ beverages, and audio/video connections

Meetings/ Deliverables

- Develop and Present Meeting Materials
- In-person City Council Kick-off Meeting (Date T.B.D)

**Task 1.9: Development of Vision and Goals**–Stantec will work with the city to produce a clear and concise Statement of Vision and Key Goals for the plan, based on the Community Workshop and community engagement activities. The vision statement and goals will be refined throughout the Project and serve as a guidepost for all future discussions.

Meetings/ Deliverables

- Submit Statement of Vision and Key Goals to City for review and input. City to vet the vision and goals with the Park Advisory Board and Steering Committee

- Vision & Goals Draft

## PHASE II: PLAN DEVELOPMENT AND RECOMMENDATIONS

**Task 2.0: Needs Assessment**– The needs assessment is an objective method to determine whether the park system effectively meets the locally established standards. The information being assessed is based upon existing conditions, community input, community resources, existing and future level-of-service, and growth trends. The assessments are then matched with available lands and future amenities to determine current and future needs. The desires and deficiencies identified form the basis for recommendations. This needs assessment relies also on public comments, staff knowledge and stated desires. The needs assessment is part science and part art, having to balance data with community desires. Park assessments rely heavily on national standards, but those are only a portion of the overall calculations. While many national standards appear difficult to apply, they are only a guideline; thus, this planning effort finds them valuable as a benchmark, but will use additional methods of assessment to aid in determining the community’s needs. We will use three methods for assessing current and future park needs, demand-based, standards-based and resource-based assessment methodologies.

### Meetings/ Deliverables

- The deliverable for this task will be provided as part of Task 3.0: Final Parks, Recreation and Open Space Master Plan- Draft

**Task 2.1: Recreational Analysis and Program Plan**– This scope of work will support the completion of an assessment of recreation programs and services, evaluation of relevant community needs, and development of a program plan for the City of Bastrop’s Park and Recreation System to be included in the PROS Master Plan. Focus areas of this study to include the following:

- **Park / Facility Review and Data Evaluation** - Pros Consulting will work with Stantec, City staff, and other team members to review existing parks and facilities for their programmatic potential, as well as data from the community engagement process indicating the recreational interests and needs of residents. This will include on-site park and facility site visits, interviews with city staff involved with current programming, and evaluation of community input and survey data on recreational interests and needs.
- **Recreation Program Analysis** – Recreation programs and special events are the backbone of park and recreation agencies. This assessment will review how well the recreation system aligns itself with community needs. The goal of this process is to provide recreation program enhancements that result in successful and innovative recreation program offerings. We will provide insight into recreation program trends from agencies all around the country. The process includes analysis of: age segment distribution, lifecycle analysis, core program analysis and development, similar provider analysis/duplication of service, market position and marketing analysis, user fee analysis for facilities and programs/services, review of program development process, backstage support, or service systems and agency support needed to deliver excellent service. Ultimately, the outcome of the process will be the creation of a dynamic recreation program plan that results in increased registration, drives customer retention and loyalty, improves customer satisfaction, and increases revenues. Additionally, it will help focus department efforts in core program areas and create excellence in those programs deemed most important by program participants.
- **Program Plan** - Pros will utilize the culmination of the assessment of existing conditions sites, facilities, and programs, and community need prioritization as derived from the community survey and other public engagement methods of the project to develop a program plan. This plan will identify specific programs that are reflective of community interests and needs and are also respectful of the organizational capacity of the city of Bastrop parks and recreation services. Additionally, potential programs that can be provided through partnerships will be identified and included in the program plan.
- **Comprehensive Operations and Maintenance Analysis**- Stantec will assess the current operations and maintenance associated with the three existing parks, Mayfest Park, Bob Bryant Park, and Fisherman’s Park, in comparison with the proposed improvements for the three parks as outlined within the Parks Master Plans. A written report outlining the estimated annual operations and maintenance costs associated with each park inclusive of anticipated capital purchases, personnel, reoccurring annual expenses, and supplemental contracts will be provided.

### Meetings/ Deliverables

- (1) In-person tour with City staff of the existing facilities within 14 of the city’s existing parks.

- (1) Virtual meeting with City staff to review current programming, recreational interest, and needs (2 Hrs.)
- Recreational Program Analysis Summary
- Recreational Program Plan
- Operations and Maintenance Summary for Mayfest Park, Bob Bryant Park, and Fisherman’s Park
- Comprehensive Operations and Maintenance Plan
- (3) Virtual meeting with City staff to review above summaries and Plans (1 Hr. each)

**Task 2.2: High-Level Trail Connectivity Exhibit(s)**— Stantec will conduct an in-person work session with City staff to review existing paved trails, natural surface trails, and the public sidewalk system and to identify proposed trails that will connect to the existing trails. Stantec will provide high-level trail exhibits showing potential trail locations based off of contours, property lines, and any other readily available mapping information.

Meetings/ Deliverables

- (1) In-person work session with City staff to review existing trails and to identify future trail locations
- High-level Trail Exhibit(s) showing Existing and Proposed Trails

**Task 2.3: Sport Facility Feasibility Study**— This task encompasses understanding from City of Bastrop staff and key stakeholders the goals and objectives of the feasibility study, and the initial perceptions of the nature of the demand and opportunity for a high-quality sports facility. Because the market context for a sports facility is unique to the sport under consideration, it will encompass identifying the sport(s) to be analyzed. It will also clarify how the feasibility analysis relates to specific locations in Bastrop where the sports complex may be situated. Focus areas of this study to include the following:

- **Feasibility Study Scoping-** We will familiarize ourselves with existing sports facilities in Bastrop and analyze strengths and limitations. Discussions will explore perceived needs and opportunities relative to specific sports. They will also explore whether there are specific local sites where the sports facility may be situated, and their capacity, strengths, and limitations. We will interview city staff and key stakeholders and facilitate discussions to explore perceived needs and opportunities relative to specific sports. Specific local sites where the sports facility may be situated, and their capacity, strengths and limitations will also be explored. At the conclusion of this phase, we will discuss of initial findings, goals and local context with city staff, resulting in identification of sports to be analyzed, and locational options.

Meetings/ Deliverables

- (Up to 5) Virtual Stakeholder/ City Staff Interviews up to 1 Hr. each
- Feasibility Study Key Findings Summary
- (1) Virtual meeting with City staff to review Key Findings Summary, Identification of Sports to be Analyzed, and Potential Locational Options
- **Market Context Analysis-** The market context analysis will evaluate the local and regional need and competitive context for a sports complex serving the specific sport or sports identified above. This phase will: (1) Evaluate the demographic and socioeconomic characteristics and trends of Bastrop and the surrounding region, including, but not limited to: spending patterns, age, gender, education, income, purchasing power and sports participation and attendance; (2) Identify and analyze the competitive context for each sport. Tournament quality sports facilities in the relevant region will be identified and mapped, and facility characteristics researched such as their offerings, capacity, user counts, amenities, and regular use and events; (3) Conduct interviews relative to the utilization of tournament quality facilities in the competitive environment, including interviews with sports complex operators and sport specific tournament organizers; (4) Estimate demand for sports programming and events for the sports complex by candidate sport—including leagues, clinics, classes, camps, tournaments, etc—and including potential local users of the facility; and (5) Develop recommendations concerning size of sports complex based on this research and locations under consideration. At the conclusion of this phase, we will discuss findings and recommendations with city staff.

Meetings/ Deliverables

- (Up to 10) Virtual Interviews per Sport up to 1 Hr. each; assumes up to three sports will be analyzed
- Key Findings and Recommendation Summary
- (1) Virtual meeting with City staff to review Key Findings Summary, Estimated Demand, and

### Recommendations

- **Economic Impact Analysis-** Competitors and visitors at sports events generate economic activity. Visitor spending supports local businesses and has the ripple effects of supporting their local suppliers and the local spending of their employees. Estimates of sports participants and spectators developed in the task above can be utilized to estimate the impact on the local economy from this “sports tourism.” This phase will estimate the direct, indirect and induced impact on the local economy of sport complex related activity.

#### Meetings/ Deliverables

- Economic Impact Analysis Summary
- (1) Virtual meeting with City staff to review Economic Impact Analysis Summary

**Task 2.4: Master Plan Development, Recommendations and Strategies-** We will develop an overall Parks, Recreation, Trails and Open Space Master Plan which will be based off the public input received throughout the project. The Master Plan deliverable will include a graphic written report, with an executive summary, maps, and associated graphics, photographs, tables, and charts. The report will document the planning process, input, and all previous tasks. We will suggest preliminary recommendations for projects, programs, and policies that will assist in realizing the community vision. This phase will include:

- Mayfest Park- (2) Preliminary Master Plan Concepts with (1) refinement; Community feedback to selected preferred concept and to be developed into the Mayfest Park Final Master Plan.
- Bob Bryant Park- (2) Preliminary Master Plan Concepts with (1) refinement; Community feedback to selected preferred concept and to be developed into the Bob Bryant Park Final Master Plan.
- Fisherman’s Park- (2) Preliminary Master Plan Concepts with (1) refinement; Community feedback to selected preferred concept and to be developed into the Fisherman’s Park Final Master Plan.
- General Recommendations for the overall park system
- Strategies for land acquisition for future parkland and facilities
- Recommendations for improving existing parks and recreational facilities
- Recommendations for the creation of new parks, park amenities and programming
- Recommendations for the creation of Comprehensive City Park Style Guide that provides design ideas and options for entryway and internal park signage
- Strategies to expand and create additional recreational programming
- Recommendations for trail creation, improvements, and connectivity opportunities
- Recommendations for improved operations and maintenance
- Strategies for economic development for the Bastrop Parks System.
- Financial strategies including possible funding/ revenue streams and possible grant opportunities
- Recommendations regarding policy and regulatory revisions and amendments necessary to protect the final plan vision and concepts

#### Meetings/ Deliverables

- (1) In-person meeting with City staff to review Master Plan Development, Recommendations and Strategies
- (1) Virtual meeting with City staff to review Mayfest Park, Bryant Park, and Fisherman’s Park Concepts (1) 2-hour meeting
- (1) Virtual meeting with City staff to review Mayfest Park, Bryant Park, and Fisherman’s Final Park Master Plans (1) 2-hours meeting
- Master Plan Development, Recommendations and Strategies Summary PowerPoint Presentation
- Funding Strategies Matrix

**Task 2.5: Action/ Implementation Plan-** With an understanding of the park and recreation gaps, this task will create a categorized matrix of actions necessary to close the gaps identified in the City Parks and Recreation system. The matrix will be organized into broad categories of interventions and/or corrective measures, likely to include Policy, Programming, Maintenance, Renovations, and Capital Projects.

#### Meetings/ Deliverables

- (1) Virtual meeting with City staff to review Action/ Implementation Plan
- Action/ Implementation Plan Draft

## PHASE III: PLAN REVIEW AND DELIVERY

This final phase of the project will result in development of the final master plan report consisting of action steps and preliminary implementation strategies and identification of funding mechanisms to accomplish the recommended projects, programs, and policies. The final document will be largely graphic and easy to understand for multiple and diverse audiences and stakeholders. The technical data and information will be contained in the appendix. This phase will include:

**Task 3.0: Final Parks, Recreation and Open Space Master Plan- Draft-** Informed by the outline discussed in the Kickoff meeting, we will prepare a first draft of the complete document for City staff review. In addition to being comprehensive in scope the document will be visual in presentation, readable, concise, succinct, eye-catching, engaging, and implementable. We will make one set of edits to the first draft based on review comments by the city staff PM. All requested edits shall be in the form of one consolidated set as redlines, Adobe Acrobat notes, or similar method.

Meetings/ Deliverables

- City of Bastrop Parks, Recreation and Open Space Master Plan Draft
- (1) Revision to Master Plan Draft based on City received comments/ redlines

**Task 3.1: Recommendation & Implementation Meeting #1-** We will facilitate one- 2 hour In-Person workshop with members of the Parks Advisory Board and identified stakeholders that make financial, infrastructure, and other development related decisions (such as City Management, County administrators and department directors, and maybe Council members and EDC Board members), to ensure that the solutions are locally produced and “do-able” for the community. The goal of this workshop will be to ensure input, review, and direction related to various activities and deliverables of the planning process. Additionally, this workshop will help build additional consensus to aid partner agencies in their decision making and to ensure implementation by engaging decision makers in validating the identified action steps, priorities, funding, and partnerships needed to implement the comprehensive plan recommendations.

Meetings/ Deliverables

- Recommendation & Implementation Meeting #1 (Date T.B.D)
- Master Plan Development, Recommendations and Strategies Summary PowerPoint Presentation

**Task 3.2: Recommendation & Implementation Meeting #2-** We will facilitate one- 2 hour In-Person workshop with members of the City Council, to ensure that the solutions are locally produced and “do-able” for the community. The goal of this workshop will be to ensure input, review, and direction related to various activities and deliverables of the planning process. Additionally, this workshop will help build additional consensus to aid partner agencies in their decision making and to ensure implementation by engaging decision makers in validating the identified action steps, priorities, funding, and partnerships needed to implement the comprehensive plan recommendations.

Meetings/ Deliverables

- Recommendation & Implementation Meeting #2 (Date T.B.D)
- Master Plan Development, Recommendations and Strategies Summary PowerPoint Presentation

**Task 3.3: Final Parks, Recreation and Open Space Master Plan-** Incorporating comments from the previous Recommendation and Implementation Meetings, we will prepare the finalized Bastrop Parks, Recreation and Open Space Master Plan. All requested edits shall be in the form of one consolidated set as redlines, Adobe Acrobat notes, or similar method.

Meetings/ Deliverables

- (1) Electronic Interactive PDF version of the Final Bastrop Parks, Recreation and Open Space Master Plan

## FEE BREAKDOWN

Please note that the fees below are based on a smooth project implementation and have assumed no major changes will be made to the project scope or the project schedule after the kickoff meeting. Landscape Architecture, Architecture, Engineering and Planning services provided outside the above scope of work will be billed as an additional service at our standard hourly rates per the attached rate sheet or a mutually agreed upon lump sum once approved in writing by both parties. Compensation will be fixed fee in the amount listed below (plus applicable taxes, if required). Fees shown for the reimbursable elements are for budgeting purposes only and invoices will reflect the actual time and material costs incurred. Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third-party charges will be charged as invoiced to Stantec with a ten percent (10%) markup.

		TASKS	COST (PER TASK)
<b>1</b>	<b>DISCOVERY- FOUNDATION BUILDING</b>	Staff Kick-off Meeting/ Project Initiation (Lump Sum)	\$2,500
		Staff Check-In Meetings/ Project Management (Lump Sum)	\$7,500
		Branded Materials and Project Logo (Lump Sum)	\$2,500
		Social Media Content and Project Website (Lump Sum)	\$9,500
		Reconnaissance/ Existing Conditions & Inventory Assessment (Lump Sum)	\$16,500
		Base Mapping (Lump Sum)	\$10,000
		Existing & Future Statistics (Lump Sum)	\$7,500
		Park Accessibility Assessment (Lump Sum)	\$10,000
		Stakeholder and Community Outreach/ Engagement -Management and Engagement Plan (\$2,500 Lump Sum) -Stakeholder and Ambassador Listening Sessions (\$2,500 T&M) -Parks Advisory Board/ Steering Committee Meeting (\$2,500 T&M) -Community Workshops (\$16,500 T&M) -"Meeting In A Box" (\$6,500 Lump Sum) -City Council Meeting (\$2,500 T&M)	\$33,000
		Development of Vision and Goals (Lump Sum)	\$2,000
TOTAL COST: \$101,000			
<b>2</b>	<b>PLAN DEVELOPMENT AND RECOMMENDATIONS</b>	Needs Assessment (Lump Sum)	\$6,500
		Recreational Analysis and Program Plan / Comprehensive Operations and Maintenance Analysis (Lump Sum)	\$19,500
		High-Level Trail Connectivity Exhibits (Lump Sum)	\$9,500
		Sport Facility Feasibility Study -Scoping (\$5,000 Lump Sum) -Market Context Analysis (\$32,000 Lump Sum) -Economic Impact Analysis (\$13,000 Lump Sum)	\$50,000
		Master Plan Development, Recommendations and Strategies (Lump Sum)	\$62,500
		Action/ Implementation Plan (Lump Sum)	\$4,500
		Final Parks, Recreation and Open Space Master Plan- Draft (Lump Sum)	\$14,000
TOTAL COST: \$152,500			
<b>3</b>	<b>PLAN REVIEW AND DELIVERY</b>	Recommendation & Implementation Meeting #1 (T&M)	\$2,500
		Recommendation & Implementation Meeting #2 (T&M)	\$2,500
		Draft Report Revisions and Final Plan Document Compilation (Lump Sum)	\$6,500
		<b>Phase I, II, and III Total</b>	<b>\$279,000</b>
		<b>Printing &amp; Other Reimbursable Expenses</b> Generally, < 5 % of Project Cost	<b>Not to Exceed \$11,000</b>
TOTAL COST: \$25,500			
<b>Total Project Cost</b>			<b>\$290,000</b>

## CITY ROLE/ RESPONSIBILITIES

- Provide all existing plans, GIS Files, as-built CAD files, and ordinances to the consultant team.
- Post plan-related information (content provided by Stantec) on its social media.
- Assist the consulting team in outreach for public engagement events, schedule and coordinate PAB/ City Council meetings. City to provide venue, audio/visual, food/beverage (if desired), and equipment rentals (if required).
- Costs for advertising, handout and giveaways, outreach, and refreshments served at public meetings if any.

## ASSUMPTIONS

- Park land dedication and park development fee requirements would be proposed for residential developments but not non-residential development because dedications/fees for non-residential developments present potential legal challenges.
- The scope identified under Policy Recommendations and Parkland Dedication Requirements will provide the analytical framework and rationale for a potential parkland dedication ordinance but will not include preparation of a draft ordinance or evaluation of legal risks associated with a potential parkland dedication ordinance.

## ADDITIONAL SERVICES

- Electrical facility assessment for the 14 existing parks.
- Facility assessment of the splash pad at Fisherman's Park.
- Revenue analysis for the existing parks
- Other than those identified in this contract, no additional public meetings and/or presentations are provided within this Scope of Services.
- The Owner will provide as expeditiously as possible all readily available base information that it currently has in its possession, necessary to complete the Scope of Services described herein. Any information required to complete this Scope of Services that cannot be readily provided by the Owner will remain the responsibility of the Owner. All such information shall be provided to Stantec and any costs associated with acquisition of information will be borne by the Owner.
- This Scope of Services does not include any hydraulic or hydrology engineering modeling or design services.
- This scope of services does not include any water agency reviews or regulatory permitting with such agencies such as the U.S. Army Corps of Engineers, FEMA, TCEQ, or others.
- This scope of services does not include any services for topographic survey or geotechnical engineering evaluations or soils testing.
- This scope of services does not include any schematic design, design development, construction documents, specifications, or bid documents.
- This scope of services does not include 3d visualizations or 3d models.
- Should the Owner and consultant agree that any of the above additional services, or other additional services, are required, the consultant will prepare a cost proposal for such services and obtain authorization from the Owner prior to performing any additional services.

EXHIBIT A-3

**House Bill 89 Verification Form**

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

- 1. Does not boycott Israel currently; and
- 2. Will not boycott Israel during the term of the contract.

*Pursuant to Section 2270.001, Texas Government Code:*

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

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

10/6/2022

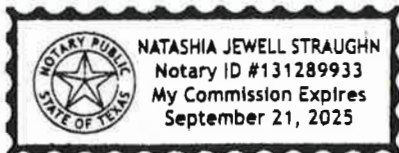
Mark Maldonado Digitally signed by Mark Maldonado  
Date: 2022.10.06 10:06:16 -05'00'

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

ON THIS THE 6<sup>th</sup> day of October, 2022, personally appeared Mark Maldonado, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL



Natasha Jewell Straughn