Bastrop, TX City Council Meeting Agenda

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



September 12, 2023 Regular Council Meeting at 6:30 PM

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

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

PLEASE NOTE: ANYONE IN ATTENDANCE WISHING TO ADDRESS THE COUNCIL MUST COMPLETE A CITIZEN COMMENT FORM AND GIVE THE COMPLETED FORM TO THE CITY SECRETARY PRIOR TO THE START OF THE CITY COUNCIL MEETING. ALTERNATELY, IF YOU ARE UNABLE TO ATTEND THE COUNCIL MEETING, YOU MAY COMPLETE A CITIZEN COMMENT FORM WITH YOUR COMMENTS AT 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
- 2. PLEDGE OF ALLEGIANCE Amanda (AJ) Garza & Layton North, Emile Elementary Safety Patrol

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

- 3. **INVOCATION** Hardy Overton, Police Chaplain
- 4. **PRESENTATIONS**
- <u>4A.</u> Mayor's Report
- 4B. Council Members' Report

4C. City Manager's Report

5. WORK SESSIONS/BRIEFINGS

5A. City Manager's monthly report.

6. STAFF AND BOARD REPORTS - NONE

7. 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 <u>www.cityofbastrop.org/citizencommentform</u> 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.

8. CONSENT AGENDA

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

<u>8A.</u> Consider action to approve City Council minutes from the August 22, 2023, Regular meeting; August 28, 2023, Special meeting; and August 30, 2023, Special.

Submitted by: Ann Franklin, City Secretary

<u>8B.</u> Consider action to approve the second reading of Ordinance No. 2023-30 of the City Council, of the City of Bastrop, Texas, reallocating \$167,000 of the Hotel Occupancy Tax fund previously allocated to the 4th quarter of Visit Bastrop "midyear adjustment" to fund repairs to the rodeo arena.

Submitted by: Mayor Lyle Nelson

8C. Consider action to approve second reading of Ordinance No. 2023-23 of the City of Bastrop, Texas amending the Bastrop City Code of Ordinances, adding Article 1.21 "Payment by Credit Card or Other Electronic Means"; and adding Appendix A, Fee Schedule, Section A1.21 "Payment by Credit Card or Other Electronic Means; providing for a processing fee for credit card payment of fees, fines, court costs, and other charges; providing for a service charge if payment of credit card is not honored; providing for findings of fact, enactment, repealer, severability, effective date, codification, and proper notice of meeting.

Submitted by: Laura Allen, Senior Accountant

<u>8D.</u> Consider action to approve the second reading of Ordinance No. 2023-29 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2023 in accordance with existing statutory requirements; appropriating the various amounts herein as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; and establishing an effective date.

Submitted by: Laura Allen, Senior Accountant

9. ITEMS FOR INDIVIDUAL CONSIDERATION

<u>9A.</u> Hold public hearing and discussion regarding the proposed zoning concept scheme change for a Planned Development District for certain properties out of the Nancy Blakey Survey Abstract 98 located at the northeast corner of State Highway 71 and Settlement Drive, within the city limits of Bastrop, Texas more commonly known as Reed Ranch.

Submitted by: Kennedy Higgins, Planner for Development Services

<u>9B.</u> Hold a public hearing and consider action to approve the first reading of Ordinance No. 2023-36 approving the Burleson Crossing East Zoning Concept Scheme, changing the zoning for 19.81 acres out of the Nancy Blakey Survey from P5 Core to a Planned Development District (PDD) with a P5 Core base zoning, as shown in attached as Attachment 2, located at the northeast corner of State Highway 71 and Edward Burleson Drive, within the city limits of Bastrop, Texas; and move to include on the September 19, 2023, agenda for second reading.

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

<u>9C.</u> Consider action to approve the first reading of Ordinance No. 2023-28 of the City Council, of the City of Bastrop, Texas, amending the Visit Bastrop Corporation budget, and creating a 4th amendment to the Visit Bastrop agreement; and move to include on the September 19, 2023, Council agenda for second reading.

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

<u>9D.</u> Hold public hearing and consider action to approve the first reading of Ordinance No. 2023-33 of the City Council of the City of Bastrop, Texas adopting a budget for the Fiscal Year 2023-2024 (October 1, 2023 through September 30, 2024) attached as Exhibit A; making certain appropriations; and providing that expenditures for said Fiscal Year be made in accordance with said budget; updating the Master Fee Schedule; providing a distribution; severability; repealer; an effective date; proper notice and meeting; and move to include on the September 19, 2023 agenda for a second reading.

Submitted by: Sylvia Carrillo, City Manager, and Laura Allen, Senior Accountant

<u>9E.</u> Hold public hearing and consider action to approve the first reading of Ordinance No. 2023-34 of the City Council of the City of Bastrop, Texas, adopting the tax roll, adopting the tax rate, and levying ad valorem taxes for the Fiscal Year 2023-2024 to provide revenue for the payment of budgeted municipal expenditures; and providing for tax assessment; records; severability; an effective date; and proper notice and meeting; and move to include on the September 19, 2023, Council Consent Agenda.

Submitted by: Sylvia Carrillo, City Manager, and Laura Allen, Senior Accountant

<u>9F.</u> Presentation and discussion on Transportation Impact Fees, Final Report and Collection Rates recommended by the Planning and Zoning Commission with potential action for adoption by the City Council at the September 26, 2023, meeting.

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

<u>9G.</u> Consider action to approve the first reading of Ordinance No. 2023-24 of the City Council of the City of Bastrop, Texas, annexing a tract of land described as 104.6+/- acres of land out of the Nancy Blakey survey, Abstract No. A98, located west of farm-to-market road 969, as shown in Exhibit A; providing for findings of fact, adoption, repealer, severability, filing and enforcement; establishing an effective date; providing for proper notice and meeting; and move to include on the September 19, 2023, agenda for second reading.

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

<u>9H.</u> Consider action to approve Resolution No. R-2023-140 of the City Council of the City of Bastrop, Texas, approving an agreement for Emergency Communications Services between Bastrop County and the City of Bastrop, attached as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

Submitted by, Vicky Steffanic, Chief of Police

<u>91.</u> Consider action to approve the first reading of Ordinance No. 2023-31, of the City Council of the City of Bastrop, Texas, amending the Bastrop Code of Ordinances Chapter 14, the Bastrop Building Block (B3) Technical Manual, Article 4.1 Plat Submission; and providing for findings of fact, repealer, severability, codification, effective date, proper notice and meeting; and move to include on the September 19, 2023, agenda for second reading.

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

<u>9J.</u> Consider action to approve Resolution No. R-2023-134 approving the City Council of the City of Bastrop, Texas, approving the Bastrop Public Library to accept a grant in the amount of Two Thousand Five Hundred and 00/100 Dollars (\$2,500) from the Texas Book Festival for the purchase of 1st Reader books for use by library patrons, and establishing an effective date.

Submitted by: Bonnie Pierson, Library Director

<u>9K.</u> Consider action to approve Resolution No. R-2023-137 of the City Council of the City of Bastrop, Texas to forgive interest, totaling \$522.49, accrued on liens on property located at 2212 Pecan Street, owned by Mr. Syed Ahmed Ali; and authorize the execution of any lien releases upon payment by Mr. Ali of principal amounts totaling \$610.00.

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

<u>9L.</u> Consider action to approve Resolution No. R-2023-138 of the City Council of the City of Bastrop, Texas confirming the Youth Advisory Council appointments of the Mayor, as required in Section 3.08 of the City Charter; providing for a repealing clause; and establishing an effective date.

Submitted by: Terry Moore, Recreation Manager

<u>9M.</u> Consider action to approve Resolution No. R-2023-141 of the City Council of the City of Bastrop, Texas confirming annual board appointments of the Mayor, as required in Section 3.08 of the City's Charter, as outlined in Exhibit A; and establishing an effective date.

Submitted by: Mayor Lyle Nelson

<u>9N.</u> Consider action to approve Resolution No.R-2023-139 of the City Council of the City of Bastrop, Texas approving a professional services contract with MWM Design Group (MWM), for the Blakey Lane Extension project for a not to exceed amount of Six Hundred Seven Thousand Seven Hundred and Forty-Four Dollars and Fifty Cents (\$607,744.50); authorizing the City Manager to execute all necessary documents; providing a repealing clause; and establishing an effective date.

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

<u>90.</u> Consider action to approve the first reading of Ordinance No. 2023-32 of the City Council of the City of Bastrop, Texas ("City") to amend Article 4.04 - Peddlers, Solicitors and Vendors and adopt Division 4 – Requirements Applicable for Mobile Food Vendors in the Bastrop, Texas Code of Ordinances; providing for findings of fact, purpose, adoption and amendment, repealer, severability, enforcement, effective date, and property notice and meeting, and move to include on the Council Consent Agenda on September 19, 2023.

Submitted by: Andres Rosales, Fire Chief

10. EXECUTIVE SESSION

- 10A. City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 to seek the advice of legal counsel regarding Wastewater Treatment Plant & Collection System Improvements including contract compliance and invoice matters involving KSA Engineering, Inc.
- 10B. City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 to seek the advice of legal counsel regarding the Destination and Marketing Services Agreement with Visit Bastrop, City Council Resolution No. R-2023-129, and related information.
- 10C. 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 the potential acquisition of real estate relating to the Agnes Street Extension project.

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

12. 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, <u>www.cityofbastrop.org</u> and said Notice was posted on the following date and time: Thursday, September 7, 2023, at 7:00 p.m. and remained posted for at least two hours after said meeting was convened.

<u>/s/Ann Franklin</u> Ann Franklin, City Secretary



STAFF REPORT

MEETING DATE: September 12, 2023

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.



STAFF REPORT

MEETING DATE: September 12, 2023

TITLE:

Consider action to approve City Council minutes from the August 22, 2023, Regular meeting; August 28, 2023, Special meeting; and August 30, 2023, Special.

AGENDA ITEM SUBMITTED BY:

Ann Franklin, City Secretary

BACKGROUND/HISTORY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

Consider action to approve City Council minutes from the August 22, 2023, Regular meeting; August 28, 2023, Special meeting; and August 30, 2023, Special.

ATTACHMENTS:

- August 22, 2023, DRAFT Regular Meeting Minutes.
- August 28, 2023, DRAFT Special Meeting Minutes.
- August 30, 2023, DRAFT Special Meeting Minutes.

AUGUST 22, 2023

The Bastrop City Council met in a regular meeting on Tuesday, August 22, 2023, at 6:30 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were: Mayor Nelson and Mayor Pro Tem Kirkland and Council Members Lee, Meyer, Plunkett, and Crouch. Officers present were: City Manager, Sylvia Carrillo; City Secretary, Ann Franklin; and City Attorney, Alan Bojorquez.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

Harmony Carroway, Bastrop Opera House Youth Academy, led the pledges.

INVOCATION

Robert Wellington, Police Chaplain, gave the invocation.

PRESENTATIONS

- 4A. Mayor's Report
- 4B. Council Members' Report
- 4C. City Manager's Report
- 4D. Tracy Waldron, Chief Financial Officer's goodbye.

Mayor Nelson recessed the Council Meeting at 6:45 p.m.

Mayor Nelson called the Council Meeting back to order at 6:57 p.m.

4E. A proclamation of the City Council of the City of Bastrop, Texas recognizing September 2023, as National Preparedness month. Ann Franklin, City Secretary The presentation was made by Mayor Nelson and received by Sergeant Christopher Chavez.

WORK SESSIONS/BRIEFINGS - NONE

STAFF AND BOARD REPORTS

6A. Receive presentation on the unaudited Monthly Financial Report for the period ending July 31, 2023.
 Submitted by: Tracy Waldron, Chief Financial Officer
 The presentation was made by Laura Allen, Senior Account.

CITIZEN COMMENTS

SPEAKERS

Rudy Orellana 114 Swift Water Loop Bastrop, TX 78602 512-656-8332

Dax Havrilak 779 Peach Creek Rd 214-364-0085

CONSENT AGENDA

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

8A. Consider action to approve City Council minutes from the August 8, 2023, Regular meeting; August 10, 2023, Special Called meeting; August 15, 2023, Budget Workshop; and August 16, 2023, Budget Workshop.

Submitted by: Ann Franklin, City Secretary

8B. Consider action to approve Resolution No. R-2023-109 of the City Council of the City of Bastrop, Texas, approving an additional professional services contract with Dial Development Services, Ltd. (DDS) to continue to provide the services of construction management and inspection to a not to exceed amount of two hundred thousand dollars (\$200,000); authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

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

8C. Consider action to approve Resolution No. R-2023-123 of the City Council of the City of Bastrop, Texas, approving the Financial Management Policy, which is attached as Exhibit A; providing for a repealing clause and establishing an effective date.

Submitted by: Tracy Waldron, Chief Financial Officer

8D. Consider action to approve the second reading of Ordinance No. 2023-25 of the City Council of the City of Bastrop, Texas, annexing a tract of land described as 25.00 acres of land out of the Stephen F. Austin survey, Abstract No. 2, located west of Lovers Lane and south of Pecan Park subdivision, and east of the Colorado River Bend, as shown in Exhibit "A"; providing for findings of fact, adoption, repealer, severability, filing and enforcement; establishing an effective date; and providing for proper notice and meeting.

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

8E. Consider action to approve the second reading of Ordinance No. 2023-26 of the City Council of the City of Bastrop, Texas, annexing a tract of land described as 169.773 acres of land out of the Nancy Blakey survey, Abstract No. A98, located south of state highway 71 and east of Farm-to-Market Road 20, as shown in Exhibit "A"; providing for findings of fact, adoption, repealer, severability, filing and enforcement; establishing an effective date; and providing for proper notice and meeting.

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

8F. Consider action to approve Resolution No. R-2023-124 of the City Council of the City of Bastrop, Texas approving and adopting the Investment Policy and Investment Strategies attached as Exhibit A; approving the list of Qualified Brokers attached as Exhibit B; making various provisions related to the subject; and establishing an effective date.

Submitted by: Tracy Waldron, Chief Financial Officer

8G. Consider action to approve Resolution No. R-2023-125, of the City Council of the City of Bastrop, Texas, approving the City of Bastrop Purchasing Policy, which is attached as Exhibit A; providing for a repealing clause; and establishing an effective date.

Submitted by: Tracy Waldron, Chief Financial Officer

ITEMS FOR INDIVIDUAL CONSIDERATION CONTINUED

9G. Consider action to approve the first reading of Ordinance 2023-30 of the City Council, of the City of Bastrop, Texas, reallocating \$167,000 of the Hotel Occupancy Tax fund previously allocated to the 4th quarter of Visit Bastrop "midyear adjustment" to fund repairs to the rodeo arena; and move to include on the September 12, 2023, Council agenda for second reading.
Submitted by: Mayor Lyle Nelson

Submitted by: Mayor Lyle Nelson

<u>SPEAKER</u> Debra Jones Bastrop, TX

A motion was made by Council Member Meyer to approve the first reading of Ordinance No. 2023-30, and move to include on the September 12, 2023, consent agenda for a second reading seconded by Mayor Pro Tem Kirkland, motion was approved on a 5-0 vote.

Item 8A.

9A. Consider action to approve Resolution No. R-2023-119 of the City Council of the City of Bastrop, Texas, awarding a contract, attached as Exhibit A, for the installation of holiday lighting to Décor IQ in the amount of One Hundred Seventy-Six Thousand One Hundred Seventy-Five and 00/100 Dollars (\$176,175.00); authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

Submitted by: Curtis Hancock, Director of Public Works

Presentation was made by Curtis Hancock, Director of Public Works.

A motion was made by Council Member Plunkett to approve Resolution No. R-2023-119, seconded by Council Member Lee, motion was approved on a 5-0 vote.

9B. Consider action to approve Resolution No. R-2023-122 of the City Council of the City of Bastrop, Texas, awarding a contract, attached as Exhibit A, for the installation of Shade Structures at Ferry Park and Hunter's Crossing Park to T.F. Harper in the amount of Sixty-Four Thousand Nine Hundred Twenty-Nine and 74/100 Dollars (\$64,929.74); authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date. Submitted by: Curtis Hancock, Director of Public Works Presentation was made by Curtis Hancock, Director of Public Works.

A motion was made by Council Member Meyer to approve Resolution No. R-2023-122, seconded by Council Member Crouch, motion was approved on a 5-0 vote.

9C. Consider action to approve Resolution No. R-2023-113 of the City Council of the City of Bastrop, Texas to award a Grant Administrative Service contract to Public Management, Inc. for the preparation of the City's Community Development Block Grant – Mitigation (CDBG-MIT) Regional Method of Distribution (MOD) programs through the Texas General Land Office (GLO) application and subsequent administrative services, if funded, 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: Tracy Waldron, Chief Financial Officer Presentation was made by Laura Allen, Senior Account

A motion was made by Council Member Lee to approve Resolution No. R-2023-113, seconded by Council Member Plunkett, motion was approved on a 5-0 vote.

9D. Consider action to approve the first reading of Ordinance No. 2023-23 of the City Council, of the City of Bastrop, Texas amending the Bastrop City Code of Ordinances, adding Article 1.21 "Payment by Credit Card or Other Electronic Means"; and adding Appendix A, Fee Schedule, Section A1.21 "Payment by Credit Card or Other Electronic Means; providing for a processing fee for credit card payment of fees, fines, court costs, and other charges; providing for a service charge if payment of credit card is not honored; providing for findings of fact, enactment, repealer, severability, effective date, codification, proper notice of meeting, and move to include on the September 12, 2023 consent agenda for a second reading.

Submitted by: Tracy Waldron, Chief Financial Officer

Presentation was made by Tracy Waldron, Chief Financial Officer.

A motion was made by Mayor Pro Tem Kirkland to approve the first reading of Ordinance No. 2023-23, and move to include on the September 12, 2023, consent agenda for a second reading seconded by Council Member Crouch, motion was approved on a 5-0 vote.

9E. Consider action to approve Resolution No. R-2023-132 of the City Council, of the City of Bastrop, Texas, calling for review of Chapter 3 of the Bastrop Code of Ordinances and the Standard and International Building and Construction Codes, and requesting the City Manager identify potential modifications to the Codes, and the City Attorney to prepare potential code amendments for Council consideration and action. Submitted by: Councilmembers Crouch and Plunkett

A motion was made by Council Member Lee to direct the City Manager to begin a Comprehensive Code review to identify potential modifications to the code and work with the City Attorney to prepare code amendments, motion died for lack of a second.

A motion was made by Council Member Crouch to approve Resolution No. R-2023-132 as written, seconded by Council Member Meyer, motion was approved on a 5-0 vote.

9F. Consider action to approve the first reading of Ordinance No. 2023-28 of the City Council, of the City of Bastrop, Texas, amending the Visit Bastrop Corporation budget, and creating a 4th amendment to the Visit Bastrop agreement; and move to include on the September 12, 2023, Council agenda for second reading. Submitted by: Sylvia Carrillo, City Manager, ICMA-CM, CPM Presentation was made by Sylvia Carrillo, City Manager, ICMA-CM, CPM.

A motion was made by Council Member Meyer to approve the first reading of Resolution No. R-2023-136 and move to include on the September 12, 2023, seconded by Council Member Crouch. The motion was withdrawn by the maker of the motion.

This item was tabled.

9H. Consider action to approve the first reading of Ordinance No. 2023-29 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2023 in accordance with existing statutory requirements; appropriating the various amounts herein as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; and establishing an effective date, and move to include on the September 12, 2023, City Council consent agenda for a second reading. Submitted by: Tracy Waldron, Chief Financial Officer

Presentation was made by Tracy Waldron, Chief Financial Officer.

A motion was made by Mayor Pro Tem Kirkland to approve the first reading of Ordinance No. 2023-29, and move to include on the September 12, 2023, consent agenda for a second reading seconded by Council Member Plunkett, motion was approved on a 5-0 vote.

- 91. Consider action to approve Resolution No. R-2023-133 of the City Council, of the City of Bastrop, Texas, approving the expansion of Fairview Cemetery and requesting the City Manager and City Attorney to make preparations for the demolition, sale and repurposing of certain municipal surplus real property adjacent to the cemetery. Submitted by: Councilmembers Crouch and Plunkett A motion was made by Council Member Meyer to approve Resolution No. R-2023-133, seconded by Council Member Crouch, motion was approved on a 5-0 vote.
- 9J. Consider action to approve the first reading of Ordinance No. 2023-31, of the City Council of the City of Bastrop, Texas, amending the Bastrop Code of Ordinances Chapter 14, the Bastrop Building Block (B3) Technical Manual, Article 4.1 Plat Submission; and providing for findings of fact, repealer, severability, codification, effective date, proper notice and meeting; and move to include on the September 12, 2023, agenda for second reading. Submitted by: Sylvia Carrillo, ICMA-CM, CPM, City Manager This item was tabled to the September 12, 2023, meeting.
- 9K. Consider action to approve Resolution No. R-2023-135 of the City Council of the City of Bastrop, Texas approving Agreements for Tree Mitigation for Pearl River projects, including Blakey Owner Apartments II, LLC for Multi-Family Phase II, and PRC 01 Bastrop, LLC for the Commercial phase, including related bonds, and authorizing the City Manager to execute all necessary documents. Submitted by: Sylvia Carrillo, ICMA-CM, CPM, City Manager Presentation was made by Sylvia Carrillo, ICMA-CM, CPM, City Manager.

A motion was made by Council Member Lee to approve Resolution No. R-2023-135, seconded by Council Member Plunkett, motion was approved on a 5-0 vote.

9L. Discussion and consider action on the proposed tax rate for Fiscal Year 2023-2024 and determine the appropriate tax rate to apply for the Budget for Fiscal Year 2023-2024.
 Submitted by: Mayor Pro Tem Kirkland and Council Member Crouch Discussion was held and this item was withdrawn from the agenda.

Item 8A.

ITEM 9F CONTINUED

9F. Consider action to approve the first reading of Ordinance No. 2023-28 of the City Council, of the City of Bastrop, Texas, amending the Visit Bastrop Corporation budget, and creating a 4th amendment to the Visit Bastrop agreement; and move to include on the September 12, 2023, Council agenda for second reading. Submitted by: Sylvia Carrillo, City Manager, ICMA-CM, CPM Presentation was made by Sylvia Carrillo, City Manager, ICMA-CM, CPM.

A motion was made by Council Member Meyer to approve the first reading of Resolution No. R-2023-136 and move to include on the September 12, 2023, seconded by Council Member Crouch. The motion was withdrawn by the maker of the motion. (NOTE: The posted language listed first reading of Ordinance No. 2023-28, the motion by Council was to approve the first reading of resolution as listed above.)

This item was tabled.

A motion was made by Mayor Pro Tem Kirkland to remove this item from being tabled, seconded by Council Member Plunkett, motion was approved on a 5-0 vote.

A motion was made by Council Member Plunkett to approve the first reading of Resolution No. R-2023-136 as read, and move to include on the September 12, 2023, consent agenda for a second reading seconded by Council Member Lee. The motion was withdrawn by the maker of the motion.

A motion was made by Council Member Lee to table this item, seconded by Council Member Crouch.

EXECUTIVE SESSION

The City Council met at 9:01 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, et seq, to discuss the following:

- 10A. City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 and 551.072 to seek the advice of legal counsel related real estate acquisitions, including by use of eminent domain if necessary, of real property interests located northwest of the intersection of SH 71 and FM 969 for the Vista Puente Drive Right of Way Project.
- 10B. City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 to seek the advice of legal counsel regarding possible agreement with Aqua Water Supply Corporation regarding treated effluent and the certificated area under the City's Certificate of Convenience and Necessity.
- 10C. City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 and 551.072 to seek the advice of legal counsel regarding a potential agreement with Corix, SpaceX, and Gapped Bass LLC related to real property.

10D. 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 regarding real estate matters, including a potential lease of the Rodeo Arena at Mayfest Park, and matters related to Fisherman's Park.

Mayor Nelson recessed the Executive Session at 9:53 p.m.

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

10A. City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 and 551.072 to seek the advice of legal counsel related real estate acquisitions, including by use of eminent domain if necessary, of real property interests located northwest of the intersection of SH 71 and FM 969 for the Vista Puente Drive Right of Way Project.

A motion was made by Council Member Plunket to approve Resolution No. R-2023-118, moving that the City of Bastrop authorize the use of the power of eminent domain to acquire the property interests, which are described more fully by metes and bounds in the exhibit attached to the written resolution, for the public use for the right of way and related facilities for the Vista Puente Drive Right of Way Project, seconded by Council Member Crouch, motion was approved on a 5-0 vote.

Adjourned at 9:54 p.m. without objection.

APPROVED:

ATTEST:

Mayor Lyle Nelson

Assistant City Secretary Victoria Psencik

The Minutes were approved on September 12, 2023, by Council Member Name's motion, Council Member Name's second. The motion was approved on a 5-0 vote.

Item 8A.

MINUTES OF SPECIAL BOARD & COMMISSION INTERVIEWS

AUGUST 28, 2022

The Bastrop City Council met on Monday, August 28, 2023, at 6:00 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were: Mayor Nelson and Mayor Pro Tem Kirkland and Council Members Meyer, Plunkett, Lee, and Crouch. Officer present was City Secretary, Ann Franklin.

CALL TO ORDER

Mayor Nelson called the meeting to order at 6:00 p.m. with a quorum present.

ITEMS FOR INDIVIDIAUL CONSIDERATION

3A. Conduct board and commission interviews for the following boards and commissions. Cultural Arts Bastrop Housing Authority Board of Zoning and Adjustment/Sign Review Board **Construction Standards Board** Diversity, Equity, & Inclusion Board **Economic Development Corporation Board** Ethics Commission Fairview Cemetery Advisory Board Historic Landmark Commission Hunters Crossing Local Government Corporation Public Library Board Main Street Program Advisory Board Parks Board/Public Tree Advisory Board Planning & Zoning Commission

CITIZEN COMMENT – NONE

ADJOURNMENT

Adjourned at 8:32 p.m. without objection.

APPROVED:

ATTEST:

Mayor Lyle Nelson

City Secretary Ann Franklin

The Minutes were approved on September 12, 2023, by Council Member motion, Council Member second. The motion was approved on a 5-0 vote.

Item 8A.

MINUTES OF SPECIAL BOARD & COMMISSION INTERVIEWS

AUGUST 30, 2023

The Bastrop City Council met on Wednesday, August 30, 2023, at 5:00 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were: Mayor Nelson and Mayor Pro Tem Kirkland and Council Members Meyer, Lee, and Crouch. Officers present were City Manager, Sylvia Carrillo, City Secretary, Ann Franklin.

CALL TO ORDER

Mayor Nelson called the meeting to order at 5:00 p.m. with a quorum present. Council Member Plunkett arrived at 5:06 p.m.

The City Council met at 5:01 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 related to the November 7, 2023, special elections regarding Propositions B and C, related authorizing the sale by the City of a portion of Mayfest Park and a portion of Ferry Park.

Mayor Nelson recessed the Executive Session at 5:29 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 related to the November 7, 2023, special elections regarding Propositions B and C, related authorizing the sale by the City of a portion of Mayfest Park and a portion of Ferry Park.

A motion was made by Council Member Meyer to approve Resolution No. R-2023-142, seconded by Council Member Crouch, motion was approved on a 5-0 vote.

A motion was made by Council Member Plunkett to approve Resolution No. R-2023-143, seconded by Council Member Lee, motion was approved on a 5-0 vote.

CITIZEN COMMENT – NONE

Mayor Nelson recessed the Council Meeting at 5:31 p.m.

Mayor Nelson called the Council Meeting back to order at 6:00 p.m.

Members present were: Mayor Nelson and Mayor Pro Tem Kirkland and Council Members Meyer, Lee, and Crouch. Officer present: Assistant City Secretary Victoria Psencik.

ITEMS FOR INDIVIDIAUL CONSIDERATION

3A. Conduct board and commission interviews for the following boards and commissions. Cultural Arts Bastrop Housing Authority Board of Zoning and Adjustment/Sign Review Board **Construction Standards Board** Diversity, Equity, & Inclusion Board **Economic Development Corporation Board Ethics Commission** Fairview Cemetery Advisory Board Historic Landmark Commission Hunters Crossing Local Government Corporation Public Library Board Main Street Program Advisory Board Parks Board/Public Tree Advisory Board Planning & Zoning Commission

ADJOURNMENT

Adjourned at 7:50 p.m. without objection.

APPROVED:

ATTEST:

Mayor Lyle Nelson

City Secretary Ann Franklin

The Minutes were approved on September 12, 2023, by Council Member motion, Council Member second. The motion was approved on a 5-0 vote.



Item 8B.

MEETING DATE: September 12, 2023

TITLE:

Consider action to approve the second reading of Ordinance No. 2023-30 of the City Council, of the City of Bastrop, Texas, reallocating \$167,000 of the Hotel Occupancy Tax fund previously allocated to the 4th quarter of Visit Bastrop "midyear adjustment" to fund repairs to the rodeo arena.

AGENDA ITEM SUBMITTED BY:

Submitted by: Mayor Lyle Nelson

BACKGROUND/HISTORY:

The existing Visit Bastrop contract calls for a potential mid-year adjustment or "true up" of the Hotel Occupancy Fund (HOT) fund allocation. For the 4th quarter of 2023, that amount is estimated at \$167,000.

The Rodeo Arena is in need of repairs that exceed \$167,000, The arena is a qualified HOT expense under the 2-part test of Criteria 1 and Criteria 2 (Number 7)

"USE OF LOCAL HOTEL OCCUPANCY TAX REVENUES

Criteria #1: First, every expenditure must DIRECTLY enhance and promote tourism AND the convention and hotel industry.

Criteria #2: Every expenditure of the hotel occupancy tax must clearly fit into one of nine statutorily provided categories for expenditure of local hotel occupancy tax revenues.

1) Funding the establishment, improvement, or maintenance of a convention center or visitor information center.

2) Paying the administrative costs for facilitating convention registration.

3) Paying for advertising, solicitations, and promotions that attract tourists and convention delegates to the city or its vicinity.

- 4) Expenditures that promote the arts.
- 5) Funding historical restoration or preservation programs.
- 6) Funding certain expenses, including promotional expenses, directly related to a sporting event within counties with a population of under 1 million.

7) Funding the enhancement or upgrading of existing sports facilities or sports fields for certain municipalities.

8) Funding transportation systems for tourists

9) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. " (TML, 2018, What Cities Need to Know to Administer the Hotel Occupancy Tax"

FISCAL IMPACT:

Net 0. Re-allocation of funds from Visit Bastrop to the rodeo arena.

RECOMMENDATION:

Staff recommends reallocation of funds to the rodeo arena.

ATTACHMENTS:

1. Picture of repairs needed.

CITY OF BASTROP, TX

ORDINANCE NO. R-2023-30

VISIT BASTROP BUDGET AMENDMENT

AN ORDINANCE OF THE CITY OF BASTROP, TEXAS REALLOCATING FUNDS PREVIOUSLY DESIGNATED FOR VISIT BASTROP; AND PROVIDING FOR FINDINGS OF FACT, REPEALER, SEVERABILITY, EFFECTIVE DATE, PROPER NOTICE AND MEETING

- WHEREAS, in 2017 the Bastrop Destination Marketing Organization was incorporated as a nonprofit entity and took on the assumed name of, Visit Bastrop ("Visit Bastrop"); and
- WHEREAS, later in 2017, the City of Bastrop ("City") entered into a Destination and Marketing Services Agreement with Visit Bastrop (the "Agreement") pursuant to which the City agreed to allocate funding based on Hotel Occupancy Tax revenue (HOT Funds), and the parties amended the Agreement in 2019, 2020, and 2021; and
- WHEREAS, in exchange for funding from the City, Visit Bastrop agreed to work to attract leisure visitors to the City and its vicinity, attract and secure meetings, events, retreats, and conventions, and serve as a liaison to local businesses and City departments in furtherance of tourism; and
- WHEREAS, the City Council finds it reasonable and necessary to forgo the previously planned mid-year adjustment for Visit Bastrop and instead reallocate the funds for repairs at the Rodeo Arena at Mayfest Park.

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

- **Section 1.** Findings of Fact: The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.
- **Section 2. Reallocation:** The City of Bastrop Budget is hereby amended so that funds in the amount of \$167,000 previously allocated as a mid-year adjustment payment to Visit Bastrop is now reallocated as an appropriation toward certain repairs to the Rodeo Arena at Mayfest Park.
- **Section 3. Repealer:** To the extent reasonably possible, ordinances, resolutions, and contract amendments are to be read together in harmony. However, any that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated.

- **Section 4. Severability:** Should any of the clauses, sentences, paragraphs, sections, or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.
- **Section 6.** Effective Date: This Ordinance shall take effect immediately upon passage.
- Section 7. Proper Notice & Meeting: It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED & APPROVED on *First Reading* by the City Council of the City of Bastrop, on this, the 22nd day of August 2023.

PASSED & APPROVED on Second Reading by the City Council of the City of Bastrop, on this, the 12th day of September 2023.

APPROVED:

by:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



STAFF REPORT

MEETING DATE: September 12, 2023

TITLE:

Consider action to approve second reading of Ordinance No. 2023-23 of the City of Bastrop, Texas amending the Bastrop City Code of Ordinances, adding Article 1.21 "Payment by Credit Card or Other Electronic Means"; and adding Appendix A, Fee Schedule, Section A1.21 "Payment by Credit Card or Other Electronic Means; providing for a processing fee for credit card payment of fees, fines, court costs, and other charges; providing for a service charge if payment of credit card is not honored; providing for findings of fact, enactment, repealer, severability, effective date, codification, and proper notice of meeting.

AGENDA ITEM SUBMITTED BY:

Laura Allen, Senior Accountant

BACKGROUND/HISTORY:

The City does not currently have a policy on credit card fees. At the City Council budget workshop on April 19, 2023, it was presented that in FY 2022 the City incurred almost \$93,000 in expenses related to credit card processing fees, \$68,000 of that being for utility payments. We are on track to have this same amount of expense in FY 2023.

Specifically for utility payments, the City offers multiple options that have little or no fee (automatic bank draft, drop off/mail, portal payments through ACH - small fee).

Staff recommedation would be to continue to absorb fees for small transactions (ie. library and recreation fees). All other payments paid by credit card would be passed on to the payor. We want to encourage payment by ACH and absorb that fee (currently \$0.29 per transaction). I would prefer to leave the policy vague enough to be flexible when the City contracts with a new third party vendor (ie. not to exceed limits).

A drafted Ordinance was presented at the July 11, 2023, City Council regular meeting for review and discussion. Recommendations received were incorporated into this ordinance.

FISCAL IMPACT:

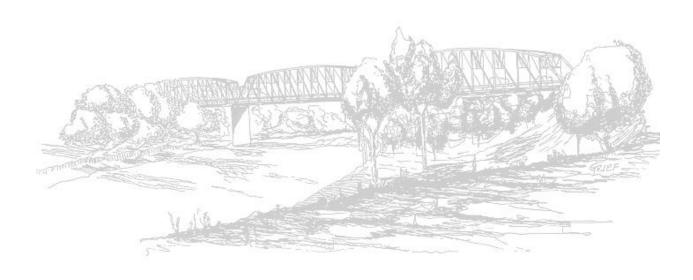
FY 2024 reduce expenses by approx. \$80,000.

RECOMMENDATION:

Consider action to approve second reading of Ordinance No. 2023-23 of the City of Bastrop, Texas amending the Bastrop City Code of Ordinances, adding Article 1.21 "Payment by Credit Card or Other Electronic Means"; and adding Appendix A, Fee Schedule, Section A1.21 "Payment by Credit Card or Other Electronic Means; providing for a processing fee for credit card payment of fees, fines, court costs, and other charges; providing for a service charge if payment of credit card is not honored; providing for findings of fact, enactment, repealer, severability, effective date, codification, and proper notice of meeting.

ATTACHMENTS:

• Credit Card Fee Policy Ordinance 2023-23



ORDINANCE NO. 2023-23

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AMENDING THE BASTROP CITY CODE OF ORDINANCES, ADDING ARTICLE 1.21 "PAYMENT BY CREDIT CARD OR OTHER ELECTRONIC MEANS"; AND ADDING APPENDIX A, FEE SCHEDULE, SECTION A1.21 "PAYMENT BY CREDIT CARD OR OTHER ELECTRONIC MEANS"; PROVIDING FOR A PROCESSING FEE FOR CREDIT CARD PAYMENT OF FEES, FINES, COURT COSTS AND OTHER CHARGES; PROVIDING FOR A SERVICE CHARGE IF PAYMENT BY CREDIT CARD IS NOT HONORED; PROVIDING FOR FINDINGS OF FACT, ENACTMENT, REPEALER, SEVERABILITY, EFFECTIVE DATE, CODIFICATION, AND PROPER NOTICE OF MEETING.

WHEREAS, the City of Bastrop is a home-rule municipality established and operating by the laws of the State of Texas; and

WHEREAS, Chapter 132 of the Texas Local Government Code authorizes the governing body of a municipality to authorize a municipal official who collects, fees, fines, court costs and other charges to accept payment by credit card; and

WHEREAS, Chapter 132 of the Local Government Code authorizes the collection of a *processing fee* for use of a credit card and the collection of a *service charge* if a credit card is not honored by the credit card company; and

WHEREAS, 132.002(b) and (c) of the Texas Local Government Code authorizes the governing body of a municipality to authorize a municipal official who collects fees, fines, court costs or other charges to accept payment by credit card and to collect a fee for processing the payment by credit card. The governing body may also authorize the acceptance of payment by credit card without requiring collection of a fee; and

WHEREAS, Section 132.003(b) of the Texas Local Government Code authorizes a municipality to set a processing fee in an amount that is reasonably related to the expense incurred by the municipality in processing the payment by credit card, not in an amount that exceeds five percent (5%) of the amount of the fee, fine, court cost, or other charge being paid; and

WHEREAS, Section 132.004 of the Texas Local Government Code states that if, for any reason, a credit card payment is not honored by the credit card company on which the funds are drawn, the municipality may collect a service charge from the person who owes the fee, fine, court cost, or other charge in addition to the original fee, fine, court cost or other charge for the collection of the original amount; and

WHEREAS, the service charge fee is the same amount as a fee charged for the collection of a check drawn on an account with insufficient funds; and

WHEREAS, Section 132.006 of the Texas Local Government Code requires the municipal official collecting a fee or charge to deposit it in the general fund of the municipality; and

WHEREAS, the Bastrop City Council has determined that acceptance of credit cards is beneficial to the City and its citizens' public convenience and should be authorized without all citizens incurring the costs for it; and

WHEREAS, the Bastrop City Council recognizes that the City incurs additional expenses to accept credit card payments and shall set the processing fee in an amount that is reasonably related to the expenses incurred; and

WHEREAS, the Bastrop City Council authorizes a credit card processing fee or service charge, as applicable, for all fees, fines, costs, or other charges for municipal purposes; and

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

<u>Section 1:</u> FINDINGS OF FACT The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

<u>Section 2:</u> ENACTMENT Chapter 1, Article 1.21 of the Bastrop Code of Ordinances is hereby created, and shall read in accordance with Exhibit A, which is attached hereto and incorporated into this Ordinance for all intents and purposes.

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

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

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

<u>Section 6:</u> PROPER NOTICE & MEETING It is hereby officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

<u>Section 7:</u> EFFECTIVE DATE This ordinance shall take effect October 1, 2023, if all applicable publication requirements are satisfied in accordance with the City's Charter, Code of Ordinances, and the laws of the State of Texas.

READ and APPROVED on First Reading on the 22nd day of August, 2023.

READ and ADOPTED on Second Reading on the 12th day of September, 2023.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

City of Bastrop

Code of Ordinances

Chapter 1: Administration

ARTICLE 1.21 Payments by Credit Card or Other Electronic Means

The Code of Ordinances is amended by creating Article 1.21 and inserting the following language:

ARTICLE 1.21 – Payment by Credit Cards or Other Electronic Means

- 1. Credit Card use authorized. Each official employed by the City of Bastrop who, as part of that employment, collects fees, fines, court costs, or other charges from members of the public that are due to the city is authorized to accept credit cards as payment for such fees, fines, court costs, and other charges.
- 2. Amount of Processing Fee. For each fee, fine, court cost, or other charge that is paid by credit card, the official collecting the same shall pass on a processing fee in an amount not to exceed three percent (3%) of the amount of the fee, fine, court cost, other charge to be paid, as authorized by Section 132.003(b), Texas Local Government Code.

The following services and form of payment are exempt from the processing fee:

- (a) Library fees.
- (b) Recreation fees.
- (c) Payments processed through bank draft (ACH) or check.
- 3. Service Charge. If for any reason a payment by credit card is not honored by the company on which the funds are drawn, the officer may collect from the member of the public who attempted to pay by credit card an additional service charge in an amount equal to the fee then being charged for the collection of a check drawn on an account with insufficient funds, as authorized by Section 132.004, Texas Local Government Code.
- 4. Deposit of Processing Fees and Service Charges. Processing fees and service charges collected pursuant to this Ordinance shall be deposited in the general fund of the City, as provided by Section 132.006, Texas Local Government Code.

SECTION A1.21 Payments by Credit Card or Other Electronic Means

Credit Card Processing Fee

3% of total amount paid



STAFF REPORT

Item 8D.

MEETING DATE: September 12, 2023

TITLE:

Consider action to approve the second reading of Ordinance No. 2023-29 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2023 in accordance with existing statutory requirements; appropriating the various amounts herein as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Laura Allen, Senior Accountant

BACKGROUND/HISTORY:

The FY2023 budget was approved by City Council on September 20, 2022. Since that approval, there has been two budget amendment ordinances (Ordinance 2022-27, Ordinance 2023-05) approved. The City continues to have additional factors that require some adjustments to the revenue and expenditures of multiple funds.

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

The Financial Management Policy states that the level of budgetary control is at the department level in all Funds over \$25,000. If transfers are required over \$25,000 between departments, this must be approved by City Council.

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

FISCAL IMPACT:

Various – See Ordinance Exhibit A

RECOMMENDATION:

Tracy Waldron, CFO recommends approval of the second reading of Ordinance No. 2023-127 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2023 in accordance with existing statutory requirements; appropriating the various amounts herein as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; and establishing an effective date.

ATTACHMENTS:

- Ordinance 2023-29
- Exhibit A
- All Funds Summary FY2023 updated to reflect proposed amendments.

ORDINANCE NO. 2023-29

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR 2023 IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS; APPROPRIATING THE VARIOUS AMOUNTS HEREIN, AS ATTACHED IN EXHIBIT A; REPEALING ALL PRIOR ORDINANCES AND ACTIONS IN CONFLICT HEREWITH; AND ESTABLISHING FOR AN EFFECTIVE DATE.

WHEREAS, the City Manager of the City of Bastrop, Texas has submitted to the Mayor and City Council proposed amendment(s) to the budget of the revenues and/or expenditures/expenses of conducting the affairs of said city and providing a complete financial plan for Fiscal Year 2023; and

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

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

Section 1: That the proposed budget amendment(s) for the Fiscal Year 2023, as submitted to the City Council by the City Manager and which budget amendment(s) are attached hereto as Exhibit A, are hereby adopted, and approved as the amended budget of said City for Fiscal Year 2023.

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

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

READ and APPROVED on First Reading on the 22nd day of August 2023.

READ and ADOPTED on Second Reading on the 12th day of September 2023.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

GENERAL FUND

Budget Amendment #1: General Fund-Revenue

FY 2023 Budget Book (Page 70-72)		
Original Budget	\$	16,847,515
Budget Amendment Ord #2023-05	\$	205,093
Sales Tax Revenue (101-00-00-4006)	\$	175,000
Public Improv Fees (101-00-00-4016)	<u>\$</u>	175,000
New Total Revenue	\$	17,402,608

This amendment increases several General Fund revenue sources to support other budget amendment expenditure items. Sales Tax revenue has been running approximately 8% over forecast. This amendment increase is conservative to specifically cover requested increases for budget amendments #2, #3, and #4. The Public Improvement Fees exceed budget by \$474K. This increase is being used to increase the Development Services expenditures identified in Budget Amendment #5.

Budget Amendment #2: General Fund-Community Engagement-Admin Expenditures

FY 2023 Budget Book (Page 136)	
Original Budget	\$ 420,480
Community Event Support (101-08-10-5622)	\$ 20,000
New Total Expenditure	\$ 440,480

This budget amendment is needed to increase Community Event Support to cover the additional costs incurred for barricades and security for parade events. This amendment is offset by the revenue reflected in budget amendment #1.

Budget Amendment #3: General Fund-Police-Patrol Expenditures

FY 2023 Budget Book (Page 139)	
Original Budget	\$ 1,725,910
Operational Salary (101-09-22-5101)	\$ 60,000
Overtime (101-09-22-5117)	<u>\$ 45,000</u>
New Total Expenditure	\$ 1,830,910

This budget amendment is needed to increase the amount budgeted for wages and overtime. The hourly total used to calculate the budgeted salaries was short the holiday pay that is paid in addition to regular hours. This caused the budget to be short. This has been corrected in the FY 2024 budget. There was also excess overtime due to staffing shortages during scheduled training. This amendment is offset by the revenue reflected in budget amendment #1.

Item 8D.

Budget Amendment #4: General Fund-Fire Operational Expenditures

FY 2023 Budget Book (Page 143)

Original Budget	\$ 909,199
Overtime (101-11-11-5117)	\$ 50,000
New Total Expenditure	\$ 959,199

This budget amendment is needed to increase the overtime line item. The budgeted amount was short what actual has been this year. This has been corrected in the FY2024 proposed budget. This amendment is offset by the revenue reflected in budget amendment #1.

Budget Amendment #5: General Fund-Development Services

The following eight (8) positions were approved with ORD 2023-05:

Administrative Assistant	Technician
Senior Engineer	Senior Inspector
Planner	Senior Inspector
Subdivision Inspector	Plan Reviewer

FY 2023 Budget Book (Page 148)

Original Budget	\$ 1	,411,752
Operational Salaries (101-15-00-5101)	\$	22,000
Operational Salaries (101-15-18-5101)	\$	68,000
Professional Service (101-15-00-5505)	\$	65,000
Professional Service (101-15-18-5505)	\$	20,000
New Total Expenditure	\$1,	586,752

This budget amendment includes additional staff added to this department. These amounts are based on a reconciliation of positions eliminated, reclassifications, and new positions added. The professional service is for third party inspection services and engineering services. The engineer providing plan review was reclassed to development services because this work is included in the fee that is collected for plan review. This amendment is offset by the revenue reflected in budget amendment #1.

SUMMARY OF GENERAL FUND BY DE	PARTMENT	
Community Engagement	\$20,000	N
Police	\$105,000	New Expenditures
Fire	\$50,000	spend
Development Services	\$175,000	liture
		es
Sales Tax	(\$175,000)	New Reve
Public Improvement Fees	(\$175,000)	New Revenue
		Je
Total Net Adjustment	<u>\$0.00</u>	

OTHER FUNDS

Budget Amendment #6: Water/Wastewater Operating Fund

FY 2023 Budget Book (Page 85)		
Original Budget	\$ 7	,927,692
Budget Amendment Ord #2023-05	\$	50,000
Sewer Tapping Fees (202-00-00-4252)	\$	15,000
Wastewater Sales – Resid. (202-00-00-4201)	\$	120,200
Water Service Fees (202-00-00-4154)	\$	20,000
Water Tapping Fees (202-00-00-4152)	<u>\$</u>	25,000
New Total Revenue	\$ 8	8,157,892
FY 2023 Budget Book (Page 159-160)		
Original Budget	\$8	8,592,325
Budget Amendment Ord #2022-27	\$	7,500
Budget Amendment Ord #2023-05	\$	90,000
Lab Fees (202-35-46-5506)	\$	25,000
Equipment maintenance (202-35-46-5320)	\$	15,000
System maintenance (202-35-43-5303)	\$	60,000
Chemicals (202-35-46-5212)	\$	26,200
Chemicals (202-35-43-5212)	<u>\$</u>	<u>54,000</u>
New Total Expenditure	\$ 8	8,870,025

This amendment is needed due to the delay in the WWTP#3 going online. The additional chemicals, sludge hauling, lab analysis, etc. that has been needed at the old plant has been extensive. This old plant has been stretched to it's limits and repairs are often. The increase in expense has been fully offset by an increase in revenue. The fund has exceeded budgeted revenue expectations.

Budget Amendment #7: Revenue Bond, Series 2020 (Funds 262)

FY 2023 Budget Book (Page 111)

Original Budget	\$ 156,919
Real Property (262-35-00-6060)	\$ 154,573
WWTP#3 – Phase I (262-35-00-6174)	\$ 448,000
WWTP#3 – Westside Coll Sys (262-35-00-6176)	\$ 289,500
WWTP#3 - Lift Station & Force Main (262-35-00-6178)	\$ 16,000
New Total Expenditure	\$ 1,064,992

This amendment is to carry-over projects from FY2022 (missed in first budget amendment). The ending fund balance as of 9/30/2022 was \$1,064,992. This fund should be complete by end of FY2023.

ALL FUND SUMMARY FY 2023

	GENERAL FUND	DEBT SERVICE FUNDS	н	OTEL TAX FUND	RE	SPECIAL VENUE FUNDS	WATER/ ASTEWATER FUNDS	BP&L FUND	IN	CAPITAL IPROVEMENT FUNDS	SI	INTERNAL ERVICE FUND	ECONOMIC EVELOPMENT CORP		AL ALL JNDS
BEGINNING FUND BALANCES	\$ 7,558,857	\$ 422,708	\$	2,891,934	\$	5,898,571	\$ 5,027,207	\$ 3,597,330	\$	27,277,209	\$	3,324,217	\$ 7,171,259	\$ 63	3,169,292
REVENUES:															
AD VALOREM TAXES	4,848,261	2,989,161				-	-	-		-				7	7,837,422
SALES TAXES	8,067,715					-	-	-		-			4,183,039	12	2,250,754
FRANCHISE & OTHER TAXES	555,400			3,233,000		24,500	-	-		-				3	3,812,900
LICENSES & PERMITS	1,948,000			2,000		-	-	-		-				1	1,950,000
CHARGES FOR SERVICES	865,550			218,000		4,064,429	8,127,559	7,929,241		-		666,867	15,870	21	1,887,516
FINES & FORFEITURES	285,000					14,000	-	-		-					299,000
INTEREST	40,000	19,500		15,000		31,850	35,520	30,000		47,600		15,000	15,000		249,470
INTERGOVERNMENTAL	104,682	271,614		66,554		-	-	-		47,460,109				47	7,902,959
OTHER	35,000			-		40,200	7,500	-		1,365			-		84,065
TOTAL REVENUES	16,749,608	3,280,275		3,534,554		4,174,979	8,170,579	7,959,241		47,509,074		681,867	4,213,909	96	6,274,086
OTHER SOURCES															
Other Financing Sources	-									-					-
Interfund Transfers	653,000	589,900		-		-	4,537,639	-		1,547,395		753,623		8	8,081,557
TOTAL REVENUE & OTHER SOURCES	17,402,608	3,870,175		3,534,554		4,174,979	12,708,218	7,959,241		49,056,469		1,435,490	4,213,909	104	4,355,643
TOTAL AVAILABLE RESOURCES	\$ 24,961,465	\$ 4,292,883	\$	6,426,488	\$	10,073,550	\$ 17,735,425	\$ 11,556,571	\$	76,333,678	\$	4,759,707	\$ 11,385,168	\$ 167	7,524,935
EXPENDITURES:															
GENERAL GOVERNMENT	7,508,922					25,000	-	-		923,500				8	3,457,422
PUBLIC SAFETY	6,030,651					27,080	-	-		47,160		200,000		6	6,304,891
DEVELOPMENT SERVICES	1,949,663					-	-	-		62,000				2	2,011,663
COMMUNITY SERVICES	2,917,819			-		513,106	-	-		13,540				3	3,444,465
UTILITIES						10,000	5,531,685	7,640,435		100,000				13	3,282,120
DEBT SERVICE		3,850,699				-	4,457,069	-		-			271,614	8	3,579,382
ECONOMIC DEVELOPMENT				4,081,552		-	-	-		-			5,137,634	9	9,219,186
CAPITAL OUTLAY						7,390,000	1,037,631	-		74,777,177		1,478,763	4,000,000	88	8,683,571
TOTAL EXPENDITURES	18,407,055	3,850,699		4,081,552		7,965,186	11,026,385	7,640,435		75,923,377		1,678,763	9,409,248	139	9,982,700
OTHER USES															
Interfund Transfers	2,051,018	-		523,000		1,144,200	3,678,340	685,000		-		-	-	8	8,081,557
TOTAL EXPENDITURE & OTHER USES	20,458,073	3,850,699		4,604,552		9,109,386	14,704,725	8,325,435		75,923,377		1,678,763	9,409,248	148	3,064,257
ENDING FUND BALANCES	\$ 4,503,392	\$ 442,184	\$	1,821,936	\$	964,164	\$ 3,030,700	\$ 3,231,136	\$	410,301	\$	3,080,944	\$ 1,975,920	\$19	9,460,678



STAFF REPORT

MEETING DATE: September 12, 2023

TITLE:

Hold public hearing and discussion regarding the proposed zoning concept scheme change for a Planned Development District for certain properties out of the Nancy Blakey Survey Abstract 98 located at the northeast corner of State Highway 71 and Settlement Drive, within the city limits of Bastrop, Texas more commonly known as Reed Ranch.

STAFF REPRESENTATIVE:

Kennedy Higgins – Planner, Development Services

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ITEM DETAILS:	- ANNAN NITER
Site Address:	615 W Highway 71, Bastrop TX
Total Acreage:	24.04 acres
Acreage Rezoned:	24.04 acres
Legal Description:	24.04 acres out of the No. 98 Nancy Blakey Survey
Property Owner:	Charles G. Rosanky Family Trust
Agent Contact:	Charley Dorsaneo / Drenner Group
Existing Use:	Vacant/Undeveloped
Existing Zoning:	P2 Rural
Proposed Zoning:	Planned Development District, P4 Core Base Zoning
Character District:	Cattleman's
Future Land Use:	Transitional Residential

BACKGROUND:

On August 31, 2023, the Planning Commission heard the applicants request of a change of zoning from P2 Rural to Planned Development District (PDD) with a P4 Mix base zoning to appropriately incorporate multi-family housing which coincides with the City's adopted Future Land Use plan.

The existing land use is classified as P2 – Rural. However, the future land use map calls for "transitional residential" as defined below.

Place Type 4 – Mix is defined in the code as:

"More intense Building Types that provide more lifestyle choices. It provides for a mix of Residential Building Types. Commercial and Office uses are allowed in this District only in House form Structures. Because P4 is a transition area, the Street Types consists of multimodal Streets, but are primarily Residential urban fabric."

The Future Land Use Plan shows this area as Transitional Residential:

Item 9A.

"The Transitional Residential character area is for lands to be developed with higher densities and a variety of housing types. The character area supports high density single-family detached, single-family attached (duplexes, triplexes, townhouses) and multifamily (apartments), and institutional residential uses such as nursing homes and assisted living facilities."

Infrastructure	Available (Y/N)	Proposed
Water	Y	Line Extensions
Wastewater	Y	Line Extensions
Drainage	Y	Storm sewer, detention pond
Transportation	Y	Extension, private drive, widening
Parks and Open Space	Y	Pond with Trails

Drainage

A Zoning Concept Scheme must be accompanied by a Conceptual Drainage Plan to ensure that the proposed development is feasible. A Conceptual Drainage Plan has been reviewed and approved by the City Engineer. The site includes one central location for detention in the natural flow of the land in the southeast corner of the tract. The maximum impervious cover allowed in Place Type 4 is 70%. This development proposes 62.9%.

Utilities

Wastewater and water service (domestic and fire) will be provided the City of Bastrop via line extensions from existing infrastructure located on Settlement Drive. These lines will be designed according to the City's construction standards, as well as the Texas Commission on Environmental Quality's (TCEQ) requirements. The line sizes for capacity and service are 8" for water and 6" for wastewater.

Electric service provided by Bluebonnet Electric.

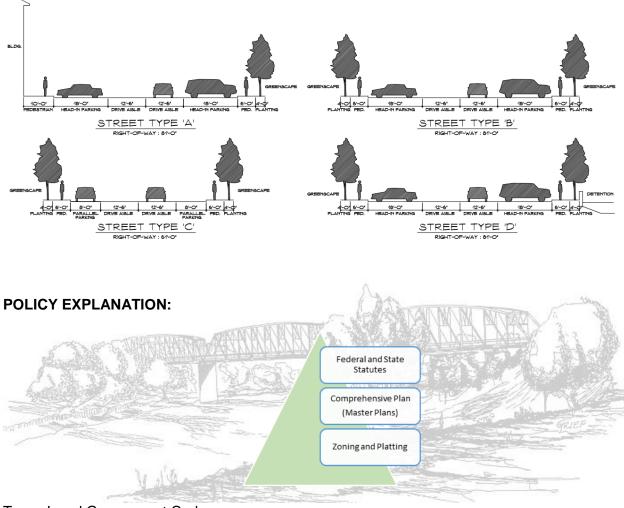
Gas will be provided by Center Point Energy.

Traffic Impact and Streets

This zoning concept plan creates a series of internal private drives, connection between Settlement Road and Jessica Place, includes Right of Way dedication for an extension of Blakey Lane eastward, and creating a new street between Old Austin Highway and Blakey Lane. A private drive resembling a typical city street will run amidst the development, stretching from Settlement Road to Jessica Place.



This drive will be adorned with trees, sidewalks, and construction adhering to standard guidelines, complete with appropriate lighting. Moreover, it seamlessly aligns with the master transportation plan, ensuring effective connectivity. The main access points to the development will be off Blakey Lane and future connection to Old Austin Highway. The proposed standard street cross sections being used in the design are cross sections A, B, C, and D. The street design will follow the B3 Code, Section 7.3 for design and layout. A Traffic Impact Analysis Threshold Worksheet has been conducted and completed on behalf of the Drenner Group. The TIA shows a total of 627 units with an Average Daily Trip Rate of 6.74 and 4226 Average Daily Trips. The peak hours will be in the afternoon/evening totaling 320 trips per hour. Staff will continue to develop private street standards that meet or exceed the industry standards along with easements needed for public infrastructure.



Texas Local Government Code

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

Zoning Change signs were visibly placed in the front of the property and notice was sent to property owners within 200 feet of the property boundary.

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

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

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

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

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

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

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

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

At the time of this report, no protest has been received.

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

If the Planning & Zoning Commission recommends denial of the zoning request, the City Council must have a minimum vote of 4 out of 5 members to approve the zoning request.

At least 5 members of the Planning & Zoning Commission must vote to make an official recommendation to the City Council. Failure to reach five vote means no official recommendation can be forwarded, but this does not impact the City Council's vote requirement to approve or deny the request.

Compliance with 2036 Comprehensive Plan:

The Transitional Residential character area is for lands to be developed with higher densities and a variety of housing types. The character area supports high density single-family detached, single-family attached (duplexes, triplexes, townhouses) and multifamily (apartments), and institutional residential uses such as nursing homes and assisted living facilities. Variation in form, scale, and density is allowed but appropriate transitions must be provided between land uses. In some cases, Transitional Residential uses may be included as part of a larger planned development within areas otherwise designated as Neighborhood Residential. Like, Transitional Residential character areas may also include associated amenities such as parks, trails, open spaces, and public uses such as schools, fire stations, and more.

Representative land uses that are appropriate in Transitional Residential include multifamily apartments which are proposed within Reed Ranch.

RECOMMENDATION:

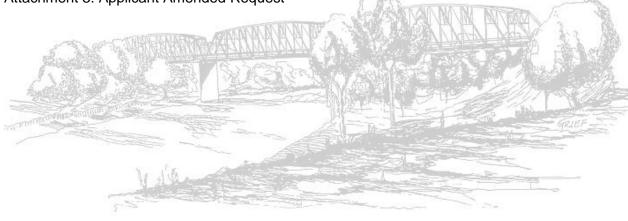
The Planning Commission recommended approval of the PDD with P4 base zoning with some modifications to the site plan as follows:

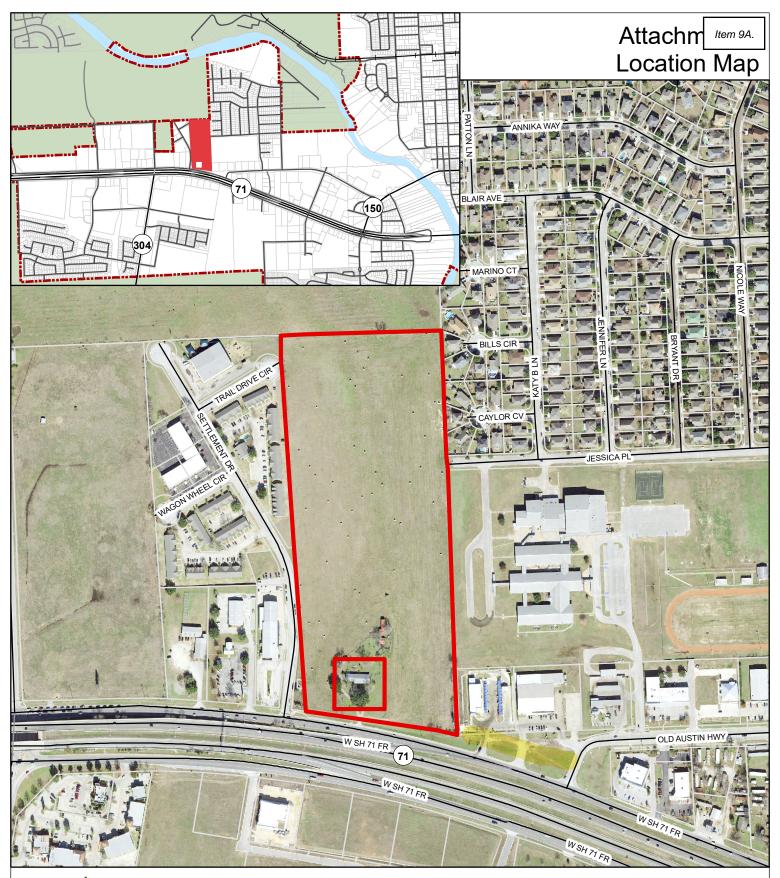
- 1) No outlet onto Jessica Place
- 2) No more than 2 stories for the units who back up to the single family residential
- 3) Allowance of 4 stories for units fronting HWY 71

The action is to rezone the base from P2 to a PDD with a P4 base zoning with modifications as requested by Planning and Zoning Commission

ATTACHMENTS:

Attachment 1: Original Applicant Request Attachment 2: Planning and Zoning Commission Attachment 3: Applicant Amended Request





Date: 8/17/2023



90 180 360 0 Feet L 1

Reed Ranch Property Location Map

1 inch = 400 feet

Date: 8/11/2023 The accuracy and precision of this cartographic data is limited and should be used for information /planning purposes only. This data does not replace surveys conducted by registered Texas land surveyors nor does it constitute an "official" verification of zoning, land use classification, or other classification set forth in local, state, or federal regulatory processes. The City of Bastrop, nor any of its employees, do not make any warranty of merchantability and fitness for particular purpose, or assumes any legal liability or responsibility accuracy, completeness or usefulness in accuracy, completeness or usefulness in and infringe upon privately owned right

Ν

OWNER

ROSANKY, CHARLES G FAMILY TRUST 615 HWY 71 W BASTROP, TX 78602

DEVELOPER

HOLT LUNSFORD HOLDINGS 5950 BERKSHIRE LANE, SUITE 900 DALLAS, TX 75225

ARCHITECT

ARCHON CORPORATION 210 N. PARK BLVD, SUITE 100 GRAPEVINE, TX 76051

ENGINEER

Westwood Westwood Professional Services, Inc.

HOLLIS SCHEFFLER, P.E. 8701 N. MOPAC EXPY, SUITE 320 AUSTIN, TEXAS 78759 PHONE: (512) 485-0831

SURVEYOR



MICHAEL JACK NEEDHAM 8701 N. MOPAC EXPY, SUITE 320 AUSTIN, TEXAS 78759 PHONE: (512) 485-0831

LEGAL DESCRIPTION:

A98 BLAKEY, NANCY, ACRES 23.0400



Toll Free (888) 937-5150 Austin, TX 78759 westwoodps.com

Westwood Professional Services, Inc. TBPE FIRM REGISTRATION NO. F-11756 **TBPLS FIRM REGISTRATION NO. LS-10074301**

ZONING CONCEPT PLANS FOR **REED RANCH** 615 SH 71 W BASTROP TX, 78602



VICINITY MAP (1"=2000')

PROJECT ZONING:

P-2

PROJECT ADDRESS:

SUBMITTAL DATE:

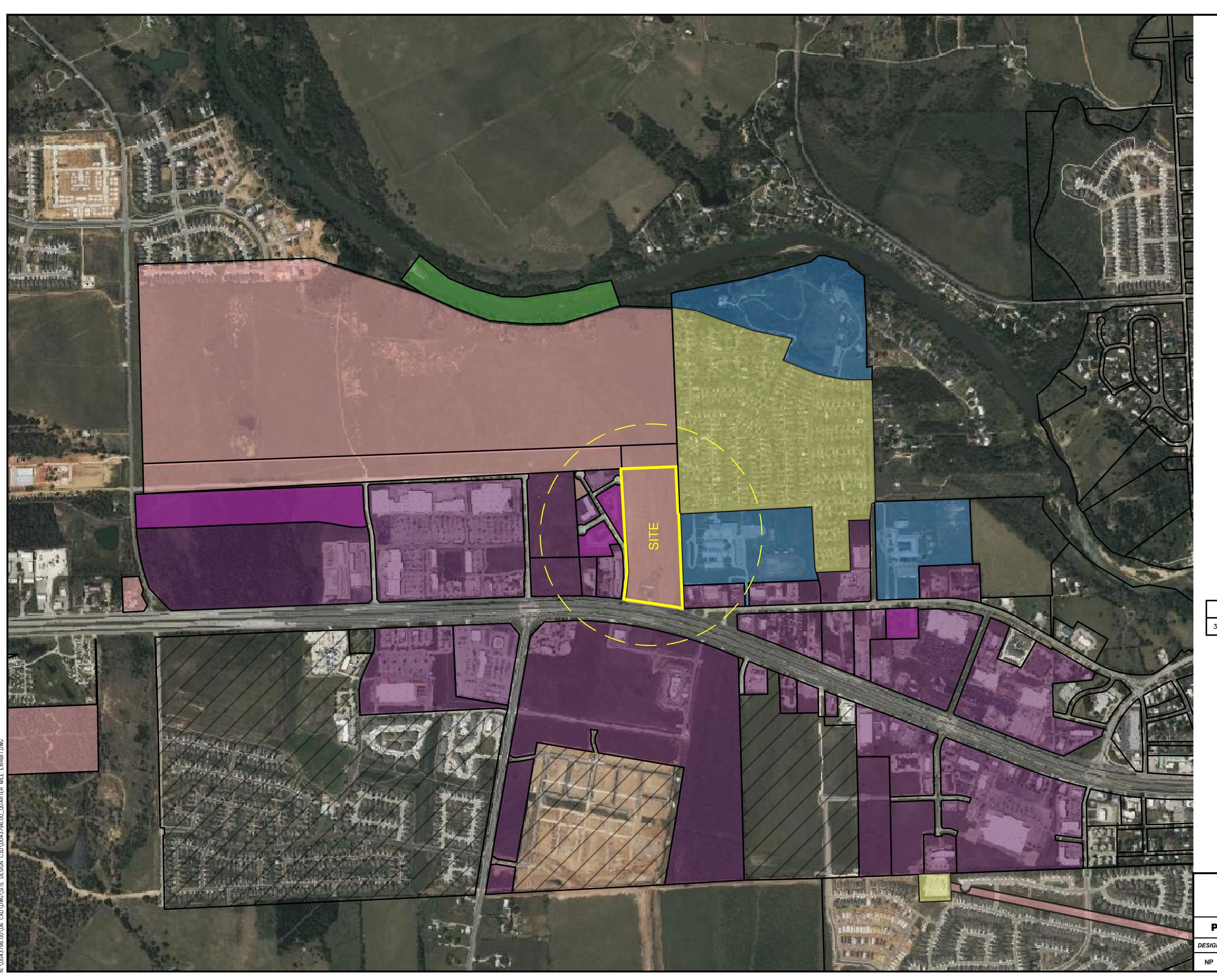
JULY 10, 2032

615 SH 71 W

NO. DATE REVISIONS NO. DATE DESCRIPTION	REVIS	REVIS
DATE		REED RANCH REED RANCH 615 SH 71 W 615 SH 71 W BASTROP TX, 78602 COVER
	REED RANCH 615 SH 71 W 615 SH 71 W BASTROP TX, 78602 COVER	

Item 9A.

S	heet List Table
Sheet Number	Sheet Title
1	COVER
2	PEDESTRIAN SHED
3	PD SITE PLAN
4	LOT AND BLOCK LAYOUT
5	EXISTING DRAINAGE AREA MAP
6	PROPOSED DRAINAGE AREA MAP
7	UTILITY PLAN 1 OF 2
8	UTILITY PLAN 2 OF 2



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P2	Р3	Ρ4	CIVIC	P5	TOTAL
30.40%	12.35%	4.90%	14.68%	24.58%	86.91%

//	PLANNED DEVELOPMENT
	NATURE
	CIVIC SPACE
	RURAL
	NEIGHBORHOOD
	МІХ
	CORE

_				Phone (512) 485-0831 Toll Free (888) 937-5150 8701 N. Mopac Expy, Suite 320 Austin, TX 78759 westwoodps.com					
				RM REGISTRATIO	ON NO. F-11756 ION NO. LS-10074301				
PROPOSED PEDESTRIAN SHED (1/4 MILE)									
SIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.			

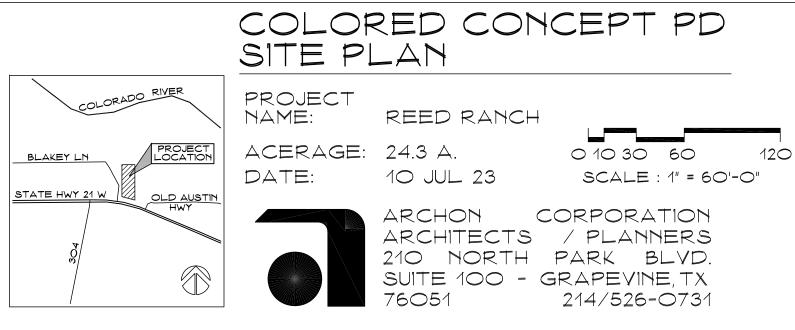
5/31/2023 1"=500'

NP

EXHB

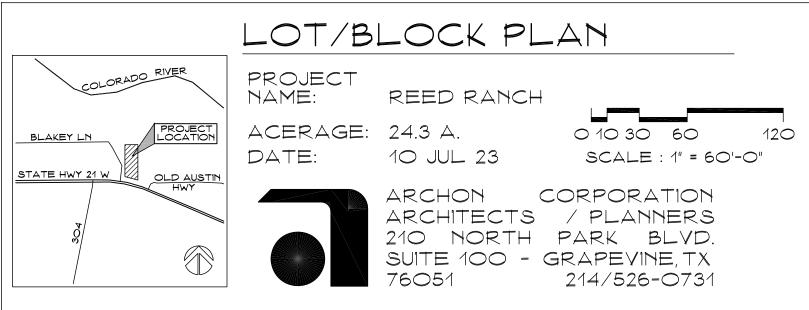


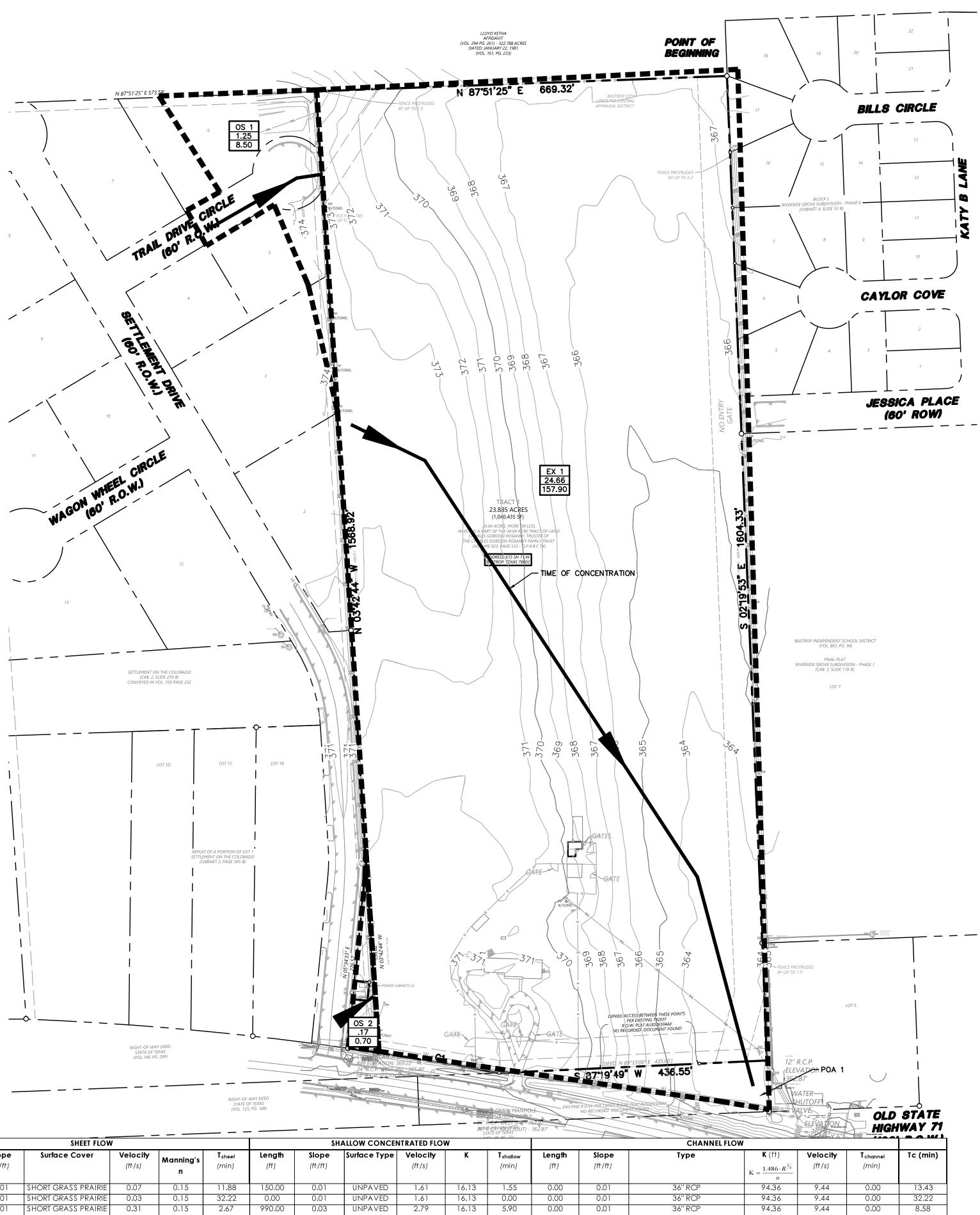
GARY G. WOOD #12202 PRELIMINARY - NOT TO BE USED FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION DATE: 10 JUL 23





ARCHITECT: GARY G. WOOD #12202 PRELIMINARY - NOT TO BE USED FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION DATE: 10 JUL 23 Item 9A.



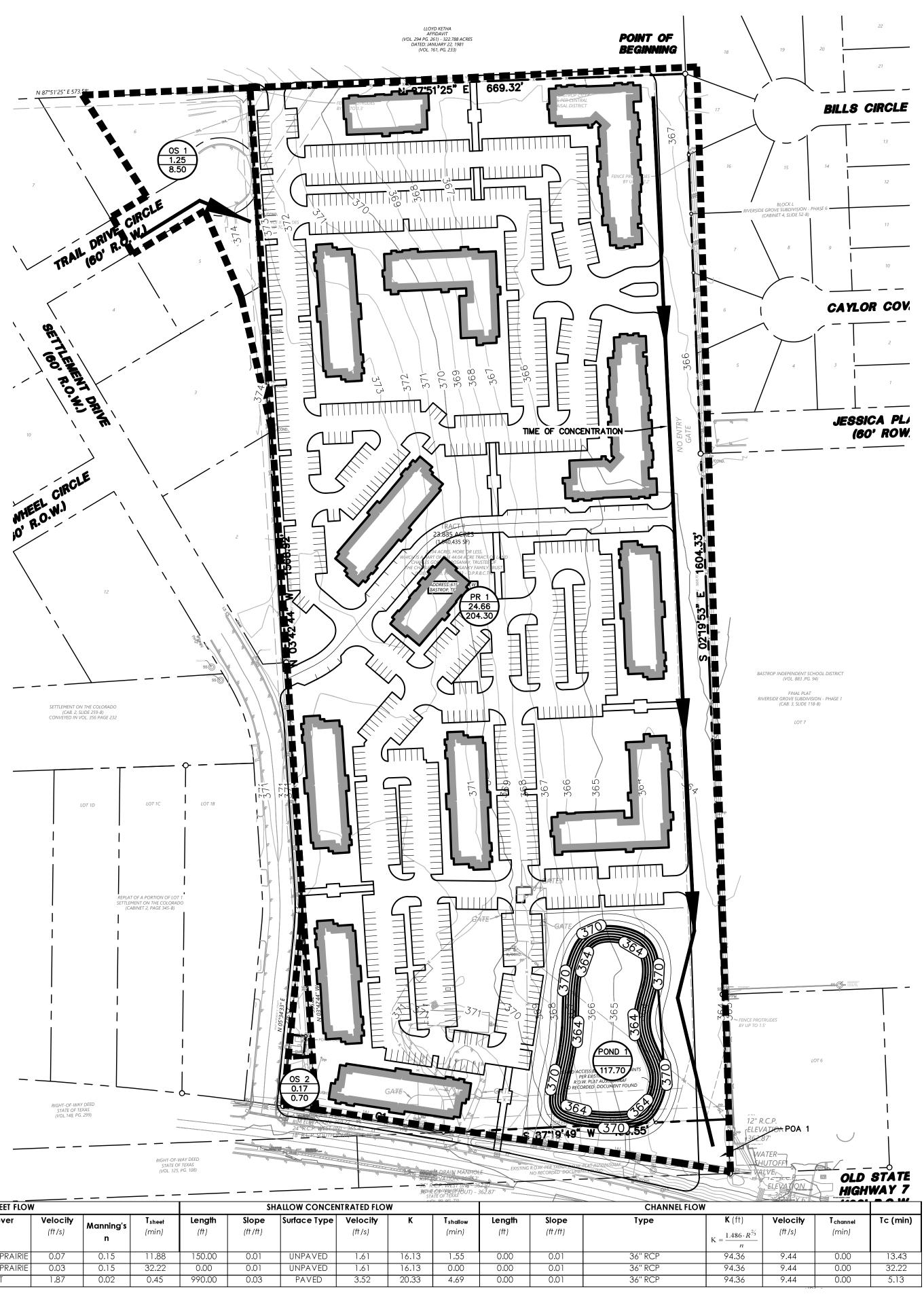


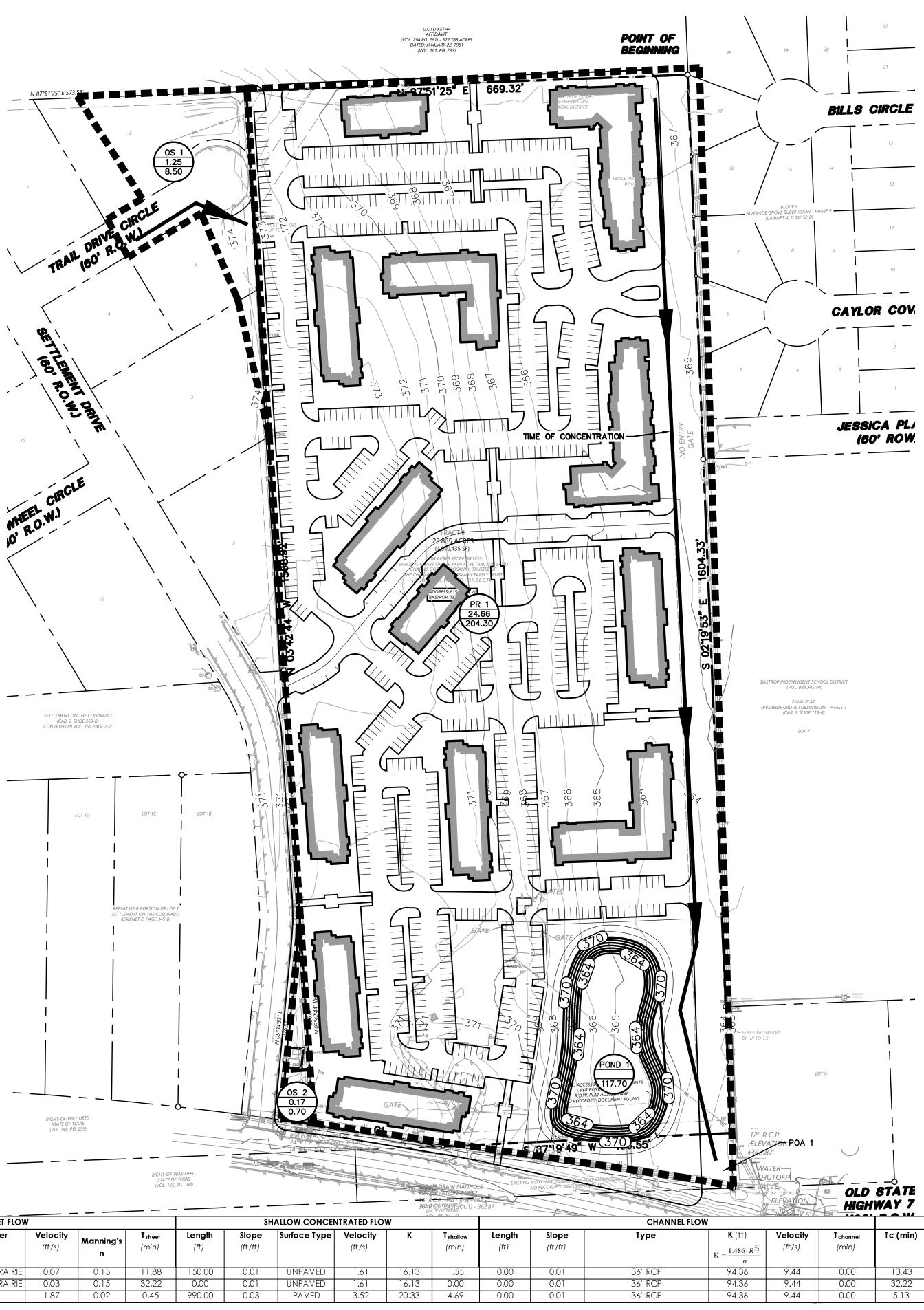
					SHEET FLOV	v				
DRAINAGE NUMBER	INLET NUMBER	AREA (acres)	Length (ft)	Slope (ft/ft)	Surface Cover	Velocity (ft/s)	Manning's n	T sheet (min)	Length (f†)	
OS 1	OS 1	1.25	50.00	0.01	SHORT GRASS PRAIRIE	0.07	0.15	11.88	150.00	
OS 2	OS 2	0.17	50.00	0.01	SHORT GRASS PRAIRIE	0.03	0.15	32.22	0.00	
EX 1	EX 1	24.66	50.00	0.01	SHORT GRASS PRAIRIE	0.31	0.15	2.67	990.00	

HEC-HMS SUMMARY: EXISTING CONDITONS 2 YEAR STORM **10 YEAR STORM** Runoff Per Routed Runoff Per Routed Drainage Drainage Cumulative Cumulative Area Basin 🛛 Drainage 🛛 Base Curve Drainage Impervious Designation Number CN Lag Time Cover Area Runoff Area Runoff Area (ac) (min) % (cfs) (cfs) (cfs) (cfs) OS 1 2.50 1.25 61 8.06 34.64% 5.50 OS 1 1.25 0.00% 0.10 0.40 19.33 61 86.20 1.32% EX 1 24.66 5.15 27.40 61 86.20 POA 1 27.40

25 YEAR	STORM	100 YEA	RSTORM
Runoff Per Drainage Area	Routed Cumulative Runoff	Runoff Per Drainage Area	Routed Cumulative Runoff
(cfs)	(cfs)	(cfs)	(cfs)
6.10		8.50	
0.50		0.70	
103.80		157.90	
103.80		157.90	

0 50 100 200 300 GRAPHIC SCALE IN FEET 1"=100" GRAPHIC SCALE IN FEET 1"=100" B. COLLARD EMO EMO EMO EMO EMO EMO EMO EMO EMO EMO	Network State <
EX 8 EXISTING DRAINAGE AREA ID 1.00 7.99 Q100 IN CUBIC FEET PER SECOND	NO. DATE REVISIONS Description
	REED RANCH REED RANCH 615 SH 71 W BASTROP TX, 78602 EXISTING DRAINAGE AREA MAP
	Image: State of the state

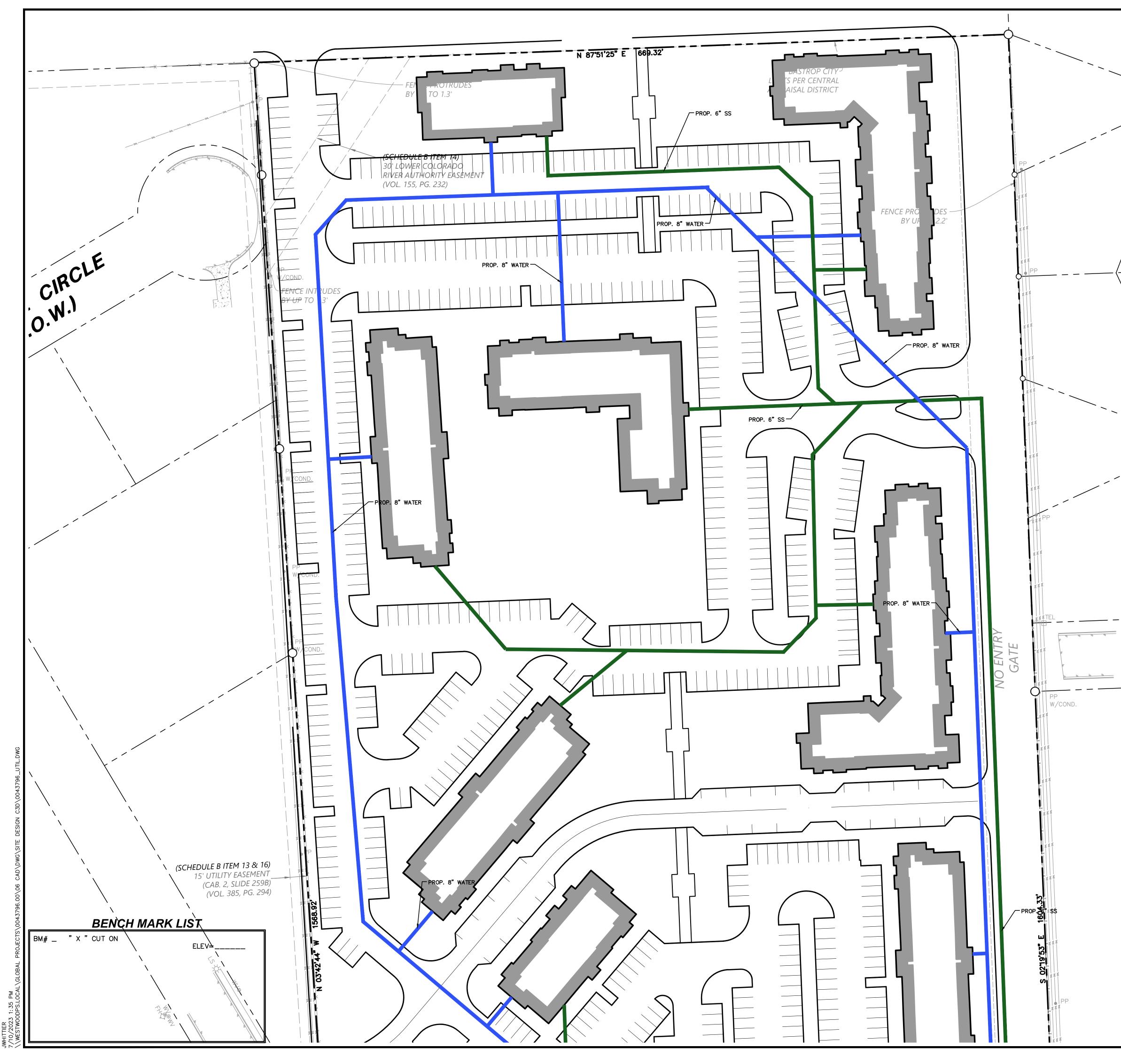




					SHEET FLOV	v				
DRAINAGE NUMBER	INLET NUMBER	AREA (acres)	Length (ft)	Slope (ft/ft)	Surface Cover	Velocity (ft/s)	Manning's n	T _{sheet} (min)	Length (ft)	
OS 1	OS 1	1.25	50.00	0.01	SHORT GRASS PRAIRIE	0.07	0.15	11.88	150.00	
OS 2	OS 2	0.17	50.00	0.01	SHORT GRASS PRAIRIE	0.03	0.15	32.22	0.00	
PR 1	PR 1	24.66	50.00	0.01	ASPHALT	1.87	0.02	0.45	990.00	

				2 YEAR STORM		10 YEAR STORM		25 YEAR STORM		100 YEAR STORM			
Drainage Area Basin Designation	Drainage Area (ac)	Base Curve Number CN	Lag Time (min)	Cumulative Area (ac)	Impervious Cover %	Runoff Per Drainage Area (cfs)	Routed Cumulative Runoff (cfs)						
OS 1	1.25	61	8.06	34.64	70	2.50	(0.5)	5.50		6.10	(0.5)	8.50	
OS 2	0.17	61	19.33	0.00		0.10		0.40		0.50		0.70	
PR 1	24.66	61	3.08	62.90		78.00		149.00		155.70		204.30	
POND 1							27.20		82.50		91.00		117.70
POA 1						27.20		82.50		91.00		117.70	

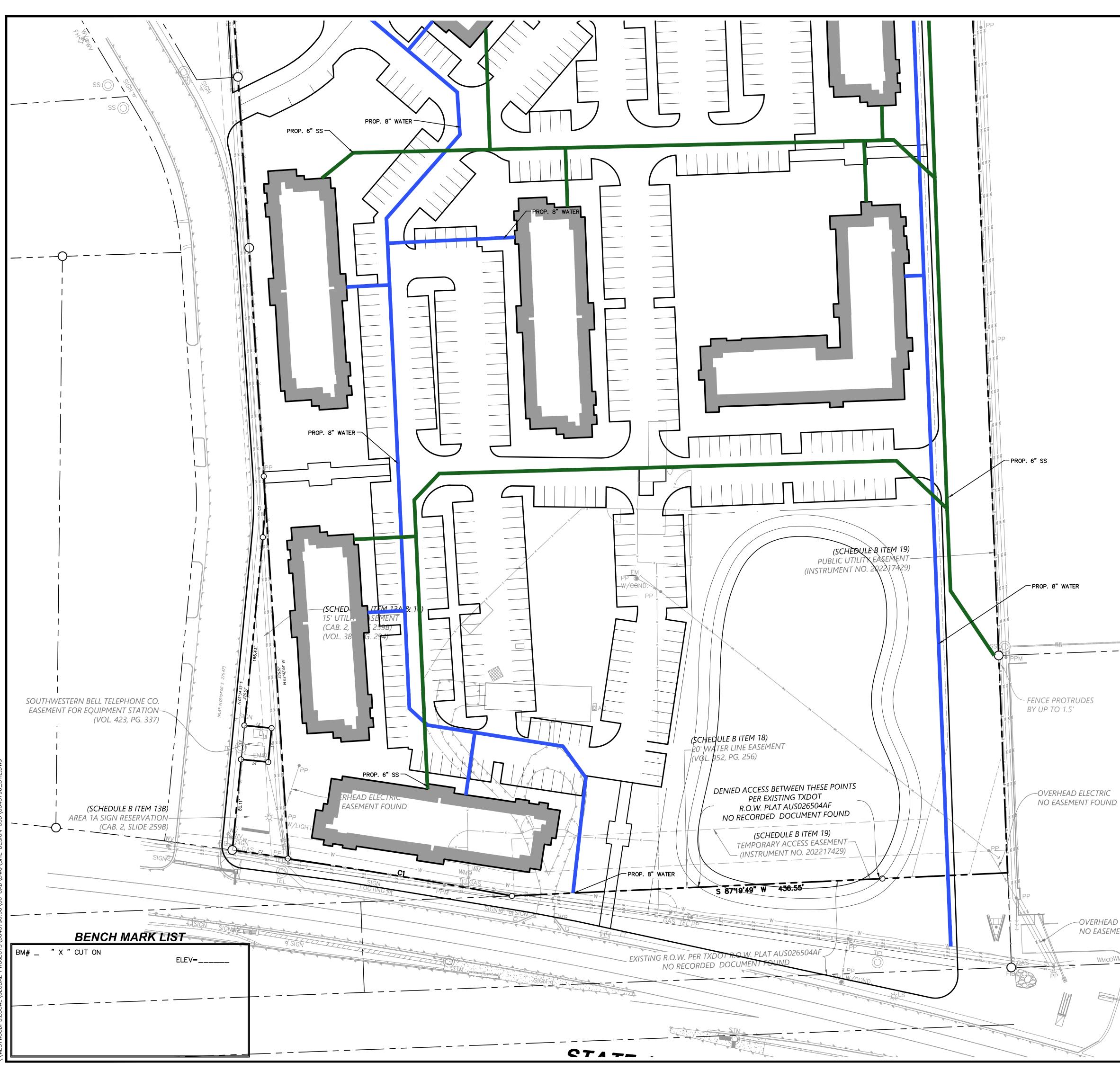
0 50 100 200 300 GRAPHIC SCALE IN FEET 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1				Toll Free (888) 937-5150 Austin, TX 78759	westwoodps.com	Westwood Professional Services, Inc. TBPE FIRM REGISTRATION NO. F-469 TBPLS FIRM REGISTRATION NO. LS-100080-00	Item 9A.
	REVISIONS	DESCRIPTION					
		NO. DATE					
	REED RANCH			BASTROP TX. 78602		PROPOSED DRAINAGE AREA MAP	
	PRELIMINARY	NOT		AND IS NOT INTENDED FOR PERMITTING, BIDDING, OR CONSTRUCTION PURPOSES.	PLANS PREPARED UNDER THE DIRECT	SUPERVISION OF HOLLIS ANN SCHEFFLER, P.E. TEXAS REGISTRATION NO. 136049. DATE: xx/xx/xxxx	
	<i>DESI</i> JD ¹ <i>SHE</i> -0043	W	NO.		6 0	DATE JULY 2023 DF 8	



0 20 40 80 120 GRAPHIC SCALE IN FEET 1"=40 COLARD E. BOLLARD E. E. BOLLARD E. E. BOLLARD E.		BT Phone (512) 485-0831 8701 N. Mopac Expy, Suite 320 Toll Free (888) 937-5150 Austin, TX 78759 westwoodps.com	Westwood Professional Services, Inc. TBPE FIRM REGISTRATION NO. F-469 TBPLS FIRM REGISTRATION NO. LS-100080-00	ЭА.
 WATER & SANITARY SEWER GENERAL NOTES ALL CONCRETE SHALL BE CLASS "A" (3000 PSI), UNLESS OTHERWISE NOTED. ALL WATER MAINS SHALL BE PVC C900, DR 18, CLASS 235. FIRE PROTECTION SERVICES SHALL BE PVC C900, DR 14, CLASS 305 AND INSTALLED IN ACCORDANCE WITH THE DESIGN AND SPECIFICATIONS OF THE FIRE PROTECTION PLANS TO BE PREPARED BY A LICENSED FIRE PROTECTION CONTRACTOR. WATER AND SANITARY SEWER SERVICES SHALL MEET PLUMBING CODE REQUIREMENTS. ALL WATER MAINS SHALL HAVE A MINIMUM COVER OF 48 INCHES BELOW IMPROVED FINISHED GRADE, UNLESS OTHERWISE NOTED. SANITARY SEWER PIPS HALL BE PVC C907-35. WHEN WATER AND SANITARY SEWER MAINS, SERVICES, AND LATERALS ARE INSTALLED, THEY SHALL BE INSTALLED NO CLOSER TO EACH OTHER THAN NINE FEET IN ALL DIRECTIONS AND PARATIEN DISTANCE CANNOT BE ACHIEVED, THE FOLLOWING TCEQ CHAPTERS SHALL APPLY: A. TCEQ CHAPTER 217.53 PIPE DESIGN, SECTION (d) SEPARATION DISTANCES. B. TCEQ CHAPTER 290.44 WATER DISTRIBUTION, SECTION (e) LOCATION OF WATERLINES. CONTRACTOR SHALL TE A ONE INCH WIDE PIECE OF RED PLASTIC FLAGGING TO THE END OF SEWER SERVICE AND SHALL LEAVE A MINIMUM OF 36 INCHES OF FLAGGING TO THE END OF SEWER SERVICE AND SHALL LEAVE A MINIMUM OF 36 INCHES OF FLAGGING TO THE END OSE SERVER SERVICE AND SHALL LEAVE A MINIMUM OF 36 INCHES OF FLAGGING TO THE END OSE SERVER SERVICE AND SHALL LEAVE A MINIMUM OF 36 INCHES OF FLAGGING TO THE END OSE DAFTER BACKFILL. AFTER CURB AND PAVING IS COMPLETED, CONTRACTOR SHALL LEAVE A MINIMUM OF 36 INCHES OF FLAGGING TO THE SEVER SERVICE ON THE CURB OR ALLEY IN ACCORDANCE WITH THE STANDARD CITY SPECIFICATIONS. ALL SANITARY SEWER LINES SHALL BE TESTED IN ACCORDANCE WITH THE STANDARD CITY SPECIFICATIONS. THE UTILITY CONTRACTOR SHALL INSTALL THE WATER SERVICES TO A POINT TWO FEET BACK OF THE CURB LINE AT A DEPTH OF 12 INCHES. THE METER BOX SHALL BE 	REVISIONS	NO. DAIE DESCRIPTION		
 FURNISHED AND INSTALLED BY THE CONTRACTOR AFTER THE "PAVING CONTRACTOR HAS COMPLETED THE FINE GRADING BEHIND THE BACK OF THE CURB. EACH SERVICE LOCATION SHALL BE MARKED ON THE CURB WITH A BLUE LETTER "W" BY THE UTILITY CONTRACTOR AND TED TO PROPERTY CORNERS ON THE "RECORD DRAWINGS." 11. ALL METER BOXES SHALL BE LOCATED IN NON-TRAFTC AREAS. 12. TRENCH BACKFILL MATERIAL SHALL CONFORM TO THE REQUIREMENTS OF NCTOOG ITEM 504.2 AND SHALL BE LOCATED IN NON-TRAFTC AREAS. 13. ENDEDMENT A MINIMUM OF 95% STANDARD PROCTOR DENSITY IN ACCORDANCE WITH NCTOOG ITEM 504.5 UNLESS OTHERWISE SHOWN ON THESE PLANS OR STATED IN THE STANDARD CITY SPECIFICATIONS. 13. EMBEDMENT SHALL BE FURNISHED AND SET ON EACH GATE VALVE. AFTER THE FINAL CLEAN-UP AND ALIGNMENT HAS BEEN COMPLETED, THE UTILITY CONTRACTOR SHALL POUR A 24*X24*06" CONCRETE BLOCK AROUND ALL VALVE BOX TOPS LEVEL WITH THE FINISHED GRADE. 14. VALVE BOXES SHALL BE FURNISHED AND SET ON EACH GATE VALVE. AFTER THE FINAL CLEAN-UP AND ALIGNMENT HAS BEEN COMPLETED, THE UTILITY CONTRACTOR SHALL POUR A 24*X24*06" CONCRETE BLOCK AROUND ALL VALVE BOX TOPS LEVEL WITH THE FINISHED GRADE. 15. CONTRACTOR SHALL RECONRECT ALL EXISTING SERVICES AND MAINTAIN EXISTING SERVICES AND MAINTAIN EXISTING SERVICES AND MAINTAIN EXISTING SERVICES AND MAINTAIN EXISTING SERVICES THROUGHOUT CONSTRUCTION, POWER POLES TO BE BRACED OR RELOCATED AT CONTRACTOR'S EXPENSE. 	REED RANCH	615 SH 71 W BASTROP TX, 78602	UTILITY PLAN 1 OF 2	
	DESIG JDW SHEE	сан т NO. 7	DATE JULY 2023	

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0 20 40 80 120 GRAPHIC SCALE IN FEET 1"=40 GRAPHIC SCALE IN FEET 1"=40 B. BOLLARD EM.g. ELECTRIC METER PP.e. POWER POLE LSX LIGHT STANDARD WNo WATER METER WNo WATER VALVE ICV@ IRRIGATION CONTROL VALVE FF.e. FIRE HYDRANT CG CLEANOUT MHO MANHOLE TSC TRAFFIC SIGNAL CONTROL TSC TRAFFIC SIGNAL CONTROL TSC TRAFFIC SIGNAL CONTROL MHO MANHOLE TSC TRAFFIC SIGNAL CONTROL TSC TRAFFIC SIGN MR U/2-INCH IRON ROD MRS W/?PACHECO KOCH" CAP SET CONTROLLING MONUMENT PROPERTY LINE FENCE FENCE		Phone (512) 485-0831 8701 N. Mopac Expy, Suite 320 Toll Free (888) 937-5150 Austin, TX 78759 westwoodps.com	Westwood Professional Services, Inc. TBPE FIRM REGISTRATION NO. F-469 TBPLS FIRM REGISTRATION NO. LS-100080-00
OHL OVERHEAD UTILITY LINE UNDERGROUND ELECTRIC LINE UNDERGROUND CABLE LINE UNDERGROUND CABLE LINE UNDERGROUND CABLE LINE UNDERGROUND SANITARY SEWER LINE PROF FOC LOCATION PROP WATER VALVE PROF FIRE HYDRANT PROP WATER VALVE PROF SANITARY SEWER LINE PROP SANITARY SEWER MAINE PROP SANITARY SEWER MAINELE PROP SANITARY SEWER MAINELE ALL CONCRETE SHALL BE CLASS "A" (3000 PSI), UNLESS OTHERWISE NOTED. ALL WATER MAINS SHALL BE PVC C900, DR 18, CLASS 235, FIRE PROTECTION SERVICES SHALL BE PVC C900, DR 14, CLASS 305 AND INSTALLED IN ACCORDANCE WITH THE DESIGN AND SPECIFICATIONS OF THE FIRE PROTECTION PLANS TO BE PREPARED BY A LICENSED FIRE PROTECTION CONTRACTOR. WATER AND SANITARY SEWER SERVICES SHALL MEET PLUMBING CODE REQUIREMENTS. ALL WATER MAINS SHALL BAVE A MINIMUM COVER OF 48 INCHES BELOW IMPROVED FINISHED GRADE, UNLESS OTHERWISE NOTED. ALL WATER MAINS SHALL HAVE A MINIMUM COVER OF 48 INCHES BELOW IMPROVED FINISHED GRADE, UNLESS OTHERWISE NOTED. ALL WATER AND SANITARY SEWER MAINS, SERVICES, AND LATERALS ARE INSTALLED, THEY SHALL BE INSTALLED IN OCLOSER TO EACH OTHER THAN INNE FEET IN ALL DIRECTIONS AND PARALLEL LINES MUST BE INSTALLED IN SEPARATE TRENCHES. WHERE THE NINE FOOT SEPARATION DISTANCE CANNOT BE ACHIEVED, THE FOLLOWING TCEQ CHAPTERS SHALL APPLY: 6.A. TCEQ CHAPTER 217.53 PIPE DESIGN, SECTION (d) SEPARATION DISTANCES. 6.B. TCEQ CHAPTER 217.53 PIPE DESIGN, SECTION (d) SEPARATION DISTANCES. 6.B. TCEQ CHAPTER 217.53 PIPE DESIGN, SECTION (d) SEPARATION DISTANCES. 6.B. TCEQ CHAPTER 217.53 PIPE DESIGN, SECTION (d) SEPARATION DISTANCES. 6.B. TCEQ CHAPTER 217.53 PIPE DESIGN, SECTION (d) SEPARATION DISTANCES. 6.B. TCEQ CHAPTER 217.53 PIPE DESIGN, SECTION (d) SEPARATION DISTANCES. 6.B. TCEQ CHAPTER 217.53 PIPE DESIGN, SECTION (d) SEPARATION DISTANCES. 6.B. TCEQ CHAPTER 217.53 PIPE DESIGN, SECTION (d) SEPARATION DISTANCES. 6.B. TCEQ CHAPTER 217.53 PIPE DESIGN, SECTION (d) SEPARATION DISTANCES. 6.B. TCEQ CHAPTER 217.53 PIPE DESIGN, SECTION (d) SEPARATION DISTANCES. 6.B. TCEQ CHAPTER 217.53 PIPE DESIGN, SECTION (d) SEPA	NO DATE DESCRIPTION		
THE UTILITY CONTRACTOR SHALL INSTALL THE WATER SERVICES TO A POINT TWO FEET BACK OF THE CURB LINE AT A DEPTH OF 12 INCHES. THE METER BOX SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR AFTER THE PAVING CONTRACTOR HAS COMPLETED THE FINE GRADING BEHIND THE BACK OF THE CURB. EACH SERVICE LOCATION SHALL BE MARKED ON THE CURB WITH A BLUE LETTER "W" BY THE UTILITY CONTRACTOR AND TIED TO PROPERTY CORNERS ON THE "RECORD DRAMINGS." ALL METER BOXES SHALL BE LOCATED IN NON-TRAFFIC AREAS. TRENCH BACKFILL MATERIAL SHALL CONFORM TO THE REQUIREMENTS OF NCTCOG ITEM S04.2 AND SHALL BE MECHANICALLY COMPACTED IN 6-INCH LIFTS TO THE TOP OF SUBGRADE TO A MINIMUM OF 95% STANDARD PROCTOR DENSITY IN ACCORDANCE WITH NCTCOG ITEM S04.5 UNLESS OTHERWISE SHOWN ON THESE PLANS OR STATED IN THE STANDARD CITY SPECIFICATIONS. EMBEDMENT SHALL DE FURNISHED AND SET ON EACH GATE VALVE. AFTER THE FINAL CERAN-UP AND ALIGNMENT THAS BEEN COMPLETED, THE VALVE. AFTER THE FINAL CLEAN-UP AND ALIGNMENT THAS BEEN COMPLETED, THE VALVE. AFTER THE FINAL CLEAN-UP AND ALIGNMENT THAS BEEN COMPLETED, THE VALVE. AFTER THE FINAL CLEAN-UP AND ALIGNMENT THAS BEEN COMPLETED, THE VALVE. AFTER THE FINAL CLEAN-UP AND ALIGNMENT THAS BEEN COMPLETED, THE UTILITY CONTRACTOR SHALL POUR A 24"X24"x6" CONCRETE BLOCK AROUND ALL VALVE BOX TOPS LEVEL WITH THE FINISHED GRADE. CONTRACTOR SHALL RECONNECT ALL EXISTING SERVICES AND MAINTAIN EXISTING SERVICES THROUGHOUT CONSTRUCTION, POWER POLES TO BE BRACED OR RELOCATED AT CONTRACTOR'S EXPENSE.	REED RANCH	615 SH 71 W BASTROP TX, 78602	UTILITY PLAN 2 OF 2

NO EASEMENT FOU

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DESIGN

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CAH JULY 2023

8 OF 8

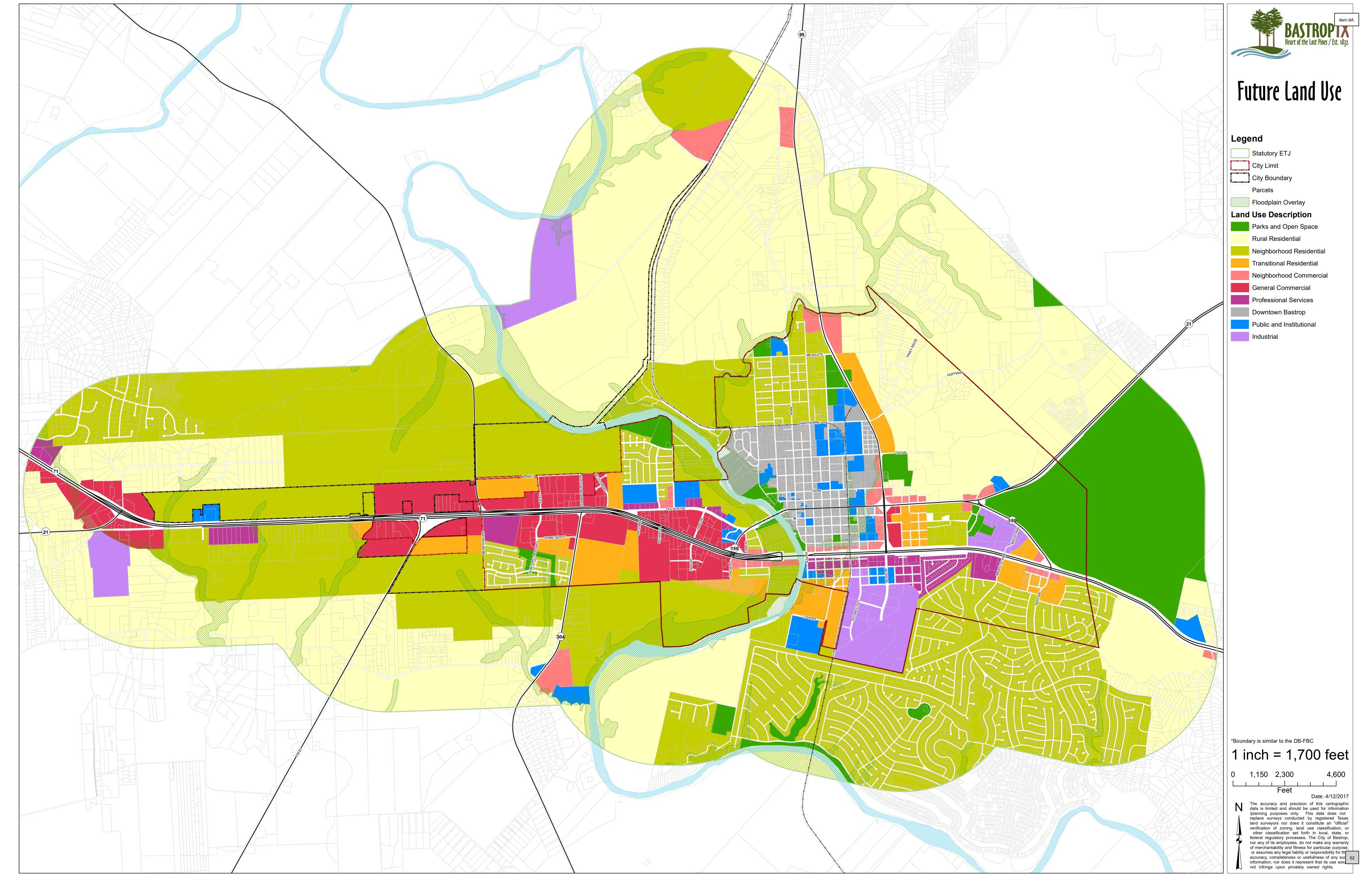


Exhibit C – Warrant List

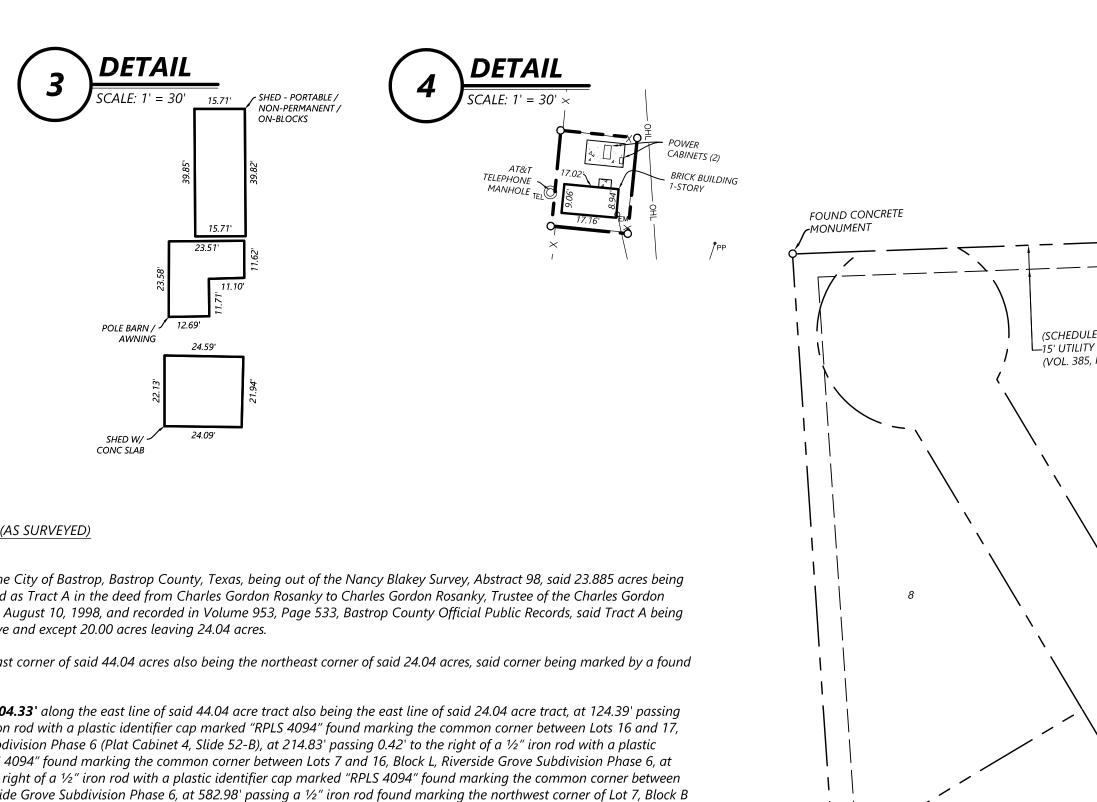
B3 Code	Description	Development Issue	Proposed Alternative &
Section			Reasoning
7.1.002(k)	To prevent future conflicts regarding Street	Dedication requirement does not	Allowing for streets to be
	maintenance, private Streets are prohibited, except	permit developer to manage and	privately owned, managed, and
	where justified by special considerations.	maintain streets.	maintained is fiscally sustainable.
7.2.003	Street right-of-way must be dedicated		
7.3.004	Traffic Lanes: Two lanes at 10 feet each	Complying with health/safety	Permitting 12.5' lanes such that
		codes requires lanes to be wider.	the street can meet fire lane
	Parking Lanes: Both sides parallel at 8 feet, marked		requirements meets the intent of
		Only parallel parking does not	the code and is fiscally
		allow for a financially feasible	sustainable. Allowing for head-in
		amount of parking spaces.	parking to be 18' is fiscally
			sustainable.
7.5.002(d)	Storm Drainage Facilities, if equipped to provide Civic	Drainage requires a large portion	An amenitized wet pond with a
	Space, may be counted toward the 10% Civic Place	of the project to be a pond. Not	trail meets the intent of code, is
	Type allocations requirement by warrant.	allocating this space toward the	fiscally sustainable, and
		Civic Space requirement makes	authentically Bastrop.
		project fiscally infeasible.	
7.1.002(h)	Dead-end Streets must be avoided.	Proposed design does not show	For avoidance of doubt, internal
		dead-end streets. Rather, internal	drives culminating into 20'
		drives culminate into left and	walkway easement places as
		right parking aisles for buildings	generally shown in the
		or walkway plazas in line with	Conceptual PD Master Plan
		5.2.002(d).	meets the intent of code.
5.2.002	Preferred block size is 330' by 330'and max block	Drainage block is large due to odd	Allowing for a single larger block
	perimeter of 1,320'	shape of site and need for a large	complies with intent of code.
		pond.	
			Permitting private drives as
		Treating private	shown on the Conceptual PD
		streets/driveways as block	Master Plan is fiscally sustainable
		boundaries for this measurement	and meets the intent of code.
		results in an urban fabric of slow	

		streets, with the plazas acting as	
		traffic calming devices.	
5.2.002(f)	In the P4 Mix, a minimum Residential mix of three	Proposed design elects only	As the project is unlikely to move
	Building Types (not less than 20%) shall be required.	apartment buildings with	forward if a variety of building
		amenity and civic spaces. A	types are required, allowing for a
		variety of building types is not	warrant is fiscally sustainable.
		fiscally sustainable.	
6.5.003	-70 percent max lot coverage;	Conceptual PD Master Plan	Permitting lot occupation as
	-60% minimum buildout at build-to-line;	generally meets build-to-line	shown in Conceptual PD Master
	-Build-to-line is 5-15 ft	requirements of P4 but may not	Plan is fiscally sustainable.
		meet all façade buildout or lot	
		coverage requirements.	
		Specifically, the 60% buildout line	
		is doable along the publicly	
		dedicated streets but not interior	
		privately owned and maintained	
		streets.	
7.5.002	Plazas not permitted in P4 and require a minimum	Walkway/paseos as shown on	Allowing warrant meets the
	size of ½ acres.	Conceptual PD Master Plan allow	intent of code in that it improves
		for improved site	walkability.
		design/walkability.	

	3 DETAIL DETAIL
$\mathbf{S}_{\mathbf{ALE: 1' = 30'}}$	SCALE: 1' = 30' 15.71' SHED - PORTABLE / NON-PERMANENT / ON-BLOCKS SCALE: 1' = 30' ×
BLAKEYUN BLAKEYUN BLAKEYUN	
	E 15.71'
	POLE BARN / 12.69'
BASTROP COUNTY 93.59' VICINITY MAP	AWNING 24.59'
(SCALE:1" = 5,000') 32.88' 5.51 NOTES ADDRESSING SCHEDULE "B" EXCEPTIONS (GF. NO. 4712023439-A)	30.8
 Rights of tenants in possession, as tenants only, under unrecorded lease agreements. (Not survey related) 	30.83 ⁻
 Intentionally deleted. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, 	BOUNDARY DESCRIPTION (AS SURVEYED) TRACT 1:
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. 13. The following matters as shown on plat recorded in Plat Cabinet 2, Page 259B, Plat Record of Bastrop County, Texas. :	23.885 ACRES of land in the City of Bastrop, Bastrop County, Texas, being out of the Nancy Blakey Survey, Abstract 98, said 23.8 all of that tract of land titled as Tract A in the deed from Charles Gordon Rosanky to Charles Gordon Rosanky, Trustee of the Cha Rosanky Family Trust dated August 10, 1998, and recorded in Volume 953, Page 533, Bastrop County Official Public Records, said described as 44.04 acres save and except 20.00 acres leaving 24.04 acres.
(Tract 2) a. 15 foot wide public utility easement, as shown on survey prepared by Westwood Professional Services, Inc., Michael Jack Needham, RPLS No. 5183, Job No. 0043796.00, dated May 2, 2023, last revised, 2023 (the "Survey"). b. Area 1A to be reserved for the owner(s) of Lot 1 for sign purposes.	BEGINNING at the northeast corner of said 44.04 acres also being the northeast corner of said 24.04 acres, said corner being mo concrete marker.
 (As shown hereon. Affects the property surveyed, located along the east line of Tract 2.) 14. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document, as shown on the survey: Granted to: Lower Colorado River Authority 	THENCE S 02°19'53" E 1604.33' along the east line of said 44.04 acre tract also being the east line of said 24.04 acre tract, at 1 0.40' to the right of a ½" iron rod with a plastic identifier cap marked "RPLS 4094" found marking the common corner between L Block L, Riverside Grove Subdivision Phase 6 (Plat Cabinet 4, Slide 52-B), at 214.83' passing 0.42' to the right of a ½" iron rod with identifier cap marked "RPLS 4094" found marking the common corner between Lots 7 and 16, Block L, Riverside Grove Subdivision
Purpose: electric lines and systems Recording Date: September 23, 1961 Recording No: Volume 155, Page 232, Deed Records of Bastrop County, Texas.	305.33' passing 0.29' to the right of a ½" iron rod with a plastic identifier cap marked "RPLS 4094" found marking the common c Lots 6 and 7, Block L, Riverside Grove Subdivision Phase 6, at 582.98' passing a ½" iron rod found marking the northwest corner o of Riverside Grove Subdivision Phase 1 (Plat Cabinet 3, Page 118-B), at 1412.92' passing a ½" iron rod found marking the southw
 (As shown hereon. Affects the property surveyed, located along the northwest corner of Tract 1.) Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document, as noted on the Survey: Granted to: Aqua Water Supply Corp. 	Lot 7, continuing along the east lines of said 44.04 acre and 24.04 acre tracts and along the west line of said Riverside Grove Sub to the southeast corner of said 44.04 acre tract also being the southeast corner of said 24.04 acre tract, said corner being called th State Highway 71 (no deed found);
Purpose: water pipe lines Recording Date: January 28, 1970 Recording No: Volume 194, Page 656, Deed Records of Bastrop County, Texas. (Unable to plot, blanket in nature, no visible evidence found.)	THENCE S 87°19'49" W 436.55' along the south line of said 44.04 acre tract also being the south line of said 24.04 acre tract, so called the north line of State Highway 71 (no deed found) to the east corner of the 11.534 acre tract of land described in the right the State of Texas recorded in Volume 148, Page 299, Bastrop County Deed Records, said corner being in the north line of Highw marked with a 1/2" iron rod found with an aluminum disk marked "TxDOT";
16. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document, as shown on the Survey: Granted to: Bluebonnet Electric Cooperative, Inc.	THENCE along the north line of said 11.534 acre tract being the north line of said State Highway 71 with a curve turning to the le length of 199.17', with a radius of 5358.89', with a chord bearing of N 80°33'20" W, and with a chord length of 199.16'
Purpose: electric distribution line or system and appurtenances Recording Date: August 9, 1985 Recording No: Volume 385, Page 294, Official Records of Bastrop County, Texas. (As shown hereon. Affects the property surveyed, located along the east line of Tract 2.)	corner of said 20.00 acre tract save and excepted from said 44.04 acre tract, said corner being located 0.45' S03°42'44"E of the sou Lot 1A of the Settlement on the Colorado (Plat Cabinet 2, Slide 259-B), said corner of Lot 1A being reestablished from other monu marking the corners of said Lot 1A, said corner of 20.00 acre tract also being located 0.73' S71°33'20"E of an iron rod found with identifier cap with illegible marking;
 17. Intentionally deleted. 18. Granted to: City of Bastrop 	THENCE N 03°42'44" W 1568.92' along the east line of said 20.00 acre tract save and excepted from said 44.04 acre tract, said the east line of said Settlement on the Colorado to the north line of said 44.04 acre tract, said point being located 0.45' N 03°42'4 rod found at the northeast corner of said Settlement on the Colorado, said point in the north line of said 44.04 acre tract also beir
Purpose: water line Recording Date: December 14, 1998 Recording No: Volume 952, Page 256, Official Records of Bastrop County, Texas.	573.58' N87°51'25″E of a concrete marker found at the northwest corner of said 44.04 acre tract; THENCE N 87°51'25'' E 669.32' along the north line of said 44.04 acre tract also being the north line of said 24.04 acre tract to
 (As shown hereon. Affects the property surveyed, located along the south line of Tract 1.) Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document, as shown on the Survey: Granted to: City of Bastrop 	beginning, this tract having an area of 23.885 acres.
Purpose: Public Utility Easement and Temporary Access & Construction Easement Recording Date: September 13, 2021 Recording No: 202119722; corrected by Instrument No. 202217429, Official Public Records of Bastrop County, Texas.	BOUNDARY DESCRIPTION (AS SURVEYED) TRACT 2: 0.158 ACRES of land in the City of Bastrop, Bastrop County, Texas, being out of Lot 1A of the Settlement on the Colorado (Plat C
Affects: Tract 1 (Affects the property surveyed, located in the area near the southwest corner of Tract 1.)	259B), said subdivision being out of the Nancy Blakey Survey, Abstract 98, said 0.158 acres being all of said Lot 1A save and exce described in the deed from Victoria Bank & Trust Company - Central to Mohammad Mike Mematpour dated May 12,1990, record 572, Page 263, Bastrop County Official Public Records, said Lot 1A being described in deed as Tract G in the deed from Charles G Charles Gordon Rosanky, Trustee of the Charles Gordon Rosanky Family Trust dated August 10, 1998, and recorded in Volume 95
 Any rights, easements, interests or claims which may exist by reason of or reflected by overhead utility lines along and across Tract 1. 	Bastrop County Official Public Records. BEGINNING at the southeast corner of said Lot 1A, said corner being marked by an iron rod found with a red plastic identifier comarking.
 (As shown on the Survey) 22. Any rights, easements, interests or claims which may exist by reason of or reflected by gas and fiber optic lines across the south line of Tracts 1 & 2. 	THENCE along the south line of said Lot 1A with a curve turning to the left with an arc length of 50.05', with a radius of 520 chord bearing of N 81°40'19" W, with a chord length of 50.05' to the southwest corner of said Lot 1A, said corner being mar
 (As shown on the Survey) 23. Any rights, easements, interests or claims which may exist by reason of or reflected by encroachment/protrusion of fence along the east and west lines of Tract 1. 	½" iron rod; THENCE N 05°34'33" E 80.11' along the west line of Lot 1A and the east line of Settlement Drive to the southwest corner of said said corner being located N 84°22'20" W 0.24' of a found ½" iron rod;
(As shown on the Survey) 24. Denial of Access along a portion of the south line of Tract 1 according to TXDOT Plat AUS026504AF.	 THENCE with the south, east, and north boundaries of said 0.017 acre tract as follows: S 84°22'20" E 23.93' to the southeast corner of said tract, said corner being marked with a found ½" iron rod; N 05°39'34" E 30.04' to the northeast corner of said tract, said corner being marked with a found ½" iron rod;
(As shown on the Survey) 25. Section 14 of the Conditions of this policy is hereby deleted.	• N 84°22'09" W 23.97' to the west line of said Lot 1A and the east line of said Settlement Drive, said point being the northw tract, said corner being marked with a found ½" iron rod;
TABLE A ITEMS: 2. Address(es) of the surveyed property if disclosed in documents provided to or obtained by the surveyor, or observed while conducting the fieldwork As shown hereon (Tract 1). No address observed (Tract 2).	 THENCE along the west line of Lot 1A and the east line of Settlement Drive as follows: N 05°34'33" E 166.43' to the beginning of a curve to the left, said point being marked with a found ½" iron rod; with said curve turning to the left with an arc length of 53.67', with a radius of 330.00', with a chord bearing of N 0 with a chord length of 53.61', to the north corner of said Lot 1A in the east line of said Settlement on the Colorado, said corner
 Flood zone classification depicted by scaled map location and graphic plotting only As shown hereon. Gross land area (and other areas if specified by the client) As shown hereon. 	with a found ½" iron rod; THENCE S 03°42'44" E 336.82' with the east line of said Settlement on the Colorado and the east line of said Lot 1A to the poin this tract having an area of 0.158 acres (6884 square feet), as shown on the accompanying plat. Bearings are relative to State Pla
7. (a) Exterior dimensions of all buildings at ground level As shown hereon.	NAD 83(2011), Texas Central Zone. Distances and areas reflect the application of a combined scale factor of 1.00003 and thus represented and the set measurements. Set stakes are 1/2" rebar with Westwood plastic identifier caps.
B. Substantial features observed in the process of conducting the fieldwork (in addition to the improvements and features required pursuant to Section 5 above) (e.g., parking lots, billboards, signs, swimming pools, landscaped areas, substantial areas of refuse) As shown hereon.	DESCRIPTION FROM TITLE COMMITMENT
 As specified by the client, distance to the nearest intersecting street As shown hereon. Evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the 	TRACT 1: 23.885 ACRES OF LAND, IN THE CITY OF BASTROP, BASTROP COUNTY, TEXAAS, BEING OUT OFF THE NANCY BLAKEY SURVEY, ABSTRACT 98:
fieldwork None observed. NOTES	SAID 23.885 ACRES BEING ALL OF THAT TRACT OF LAND TITLED AS TRACT A IN THE DEED FROM CHARLES GORDON ROSANK TO CHARLES GORDON ROSANKY, TRUSTEE OF THE CHARLES GORDON ROSANKY FAMILY TRUST DATED AUGUST 10, 1998, AN RECORDED IN VOLUME 953, PAGE 533, OFFICIAL PUBLIC RECORDS, SAID TRACT A BEING DESCRIBED AS 44.04 ACRES SAVE AI EXCEPT 20.00 ACRES LEAVING 24.04 ACRES.
1. Bearing system for this survey is based on the State Plane Coordinate System, North American Datum of 1983 (2011), Texas Central Zone 4203. Distances and areas reported have been scaled by applying the TxDOT surface adjustment factor of 1.00003.	THENCE S 02°19'53" E 1604.33' ALONG THE EAST LINE OF SAID 44.04 ACRE TRACT ALSO BEING THE EAST LINE OF SAID 24.04 ACRE TRACT, AT 124.39' PASSING 0.40' TO THE RIGHT OF A 1/2" IRON ROD WITH A PLASTIC IDENTIFIER CAP MARKED "RPLS 4094" FOUND MARKING THE COMMON CORNER BETWEEN LOTS 16 AND 17, BLOCK L, RIVERSIDE GROVE SUBDIVISION PHAS
 Subject property is shown on the National Flood Insurance Program Flood Insurance Rate Map for Bastrop County, Texas and Incorporated Areas, 	(PLAT CABINET 4, SLIDE 52-B), AT 214.83' PASSING 0.42' TO THE RIGHT OF A 1/2" IRON ROD WITH A PLASTIC IDENTIFIER CAP MARKED "RPLS 4094" FOUND MARKING THE COMMON CORNER BETWEEN LOTS 7 AND 16, BLOCK L, RIVERSIDE GROVE SUBDIVISION PHASE 6, AT 305.33' PASSING 0.29' TO THE RIGHT OF A 1/2" IRON ROD WITH A PLASTIC IDENTIFIER CAP MARKI "RPLS 4094" FOUND MARKING THE COMMON CORNER BETWEEN LOTS 6 AND 7, BLOCK L, RIVERSIDE GROVE SUBDIVISION
Map No. 48021C0355E, Community-Panel No. 481193 0355 E, Revised Date: January 19, 2006. All of the subject property is shown to be located in Zone "X" on said map. The location of the said floodzones is based on said map, is approximate and is not located on the ground. Relevant zones are defined on said map as follows:	PHASE 6, AT 582.98' PASSING A 1/2" IRON ROD FOUND MARKING THE NORTHWEST CORNER OF LOT 7, BLOCK B OF RIVERSIL GROVE SUBDIVISION PHASE 1 (PLAT CABINET 3, PAGE 118-B), AT 1412.92' PASSING A 1/2" IRON ROD FOUND MARKING THE SOUTHWEST CORNER OF SAID LOT 7, CONTINUING ALONG THE EAST LINES OF SAID 44.04 ACRE AND 24.04 ACRE TRACTS AI
Zone "X" (Unshaded) - Other Areas: Areas determined to be outside 0.2% annual chance floodplain. Zone "X" (Shaded) - Other Flood Areas: Areas of 0.2% annual chance flood; areas of 1% annual chance	ALONG THE WEST LINE OF SAID RIVERSIDE GROVE SUBDIVISION PHASE 1 TO THE SOUTHEAST CORNER OF SAID 44.04 ACRE TRACT ALSO BEING THE SOUTHEAST CORNER OF SAID 24.04 ACRE TRACT, SAID CORNER BEING CALLED THE NORTH LINE OF STATE HIGHWAY 71 (NO DEED FOUND);
flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.	THENCE S 87°19'49" W 436.55' ALONG THE SOUTH LINE OF SAID 44.04 ACRE TRACT ALSO BEING THE SOUTH LINE OF SAID 24 ACRE TRACT, SAID LINE BEING CALLED THE NORTH LINE OF STATE HIGHWAY 71 (NO DEED FOUND) TO THE EAST CORNER O THE 11.534 ACRE TRACT OF LAND DESCRIBED IN THE RIGHT OF WAY DEED TO THE STATE OF TEXAS RECORDED IN VOLUME PAGE 299, BASTROP COUNTY DEED RECORDS, SAID CORNER BEING IN THE NORTH LINE OF HIGHWAY 71 AND BEING MARKI
3. This survey is based on deeds, easements and/or recorded plats and other records furnished by the client and/or the client's representative as well as significant visible monuments found on the subject property and adjacent properties, field measurements and evidence of boundaries found on the ground. However, this survey shall not represent warranty of title or guarantee of ownership. The surveyor did not abstract the subject property. This survey was performed with the benefit of a	WITH A 1/2" IRON ROD FOUND WITH AN ALUMINUM DISK MARKED "TXDOT"; THENCE ALONG THE NORTH LINE OF SAID 11.534 ACRE TRACT BEING THE NORTH LINE OF SAID STATE HIGHWAY 71 WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 199.17', WITH A RADIUS OF 5358.89", WITH A CHORD BEARING OF
current title abstract provided by Chicago Title Insurance Company, GF No. 4712023439-A, effective date April 30, 2023, issued May 25, 2023. 4. All underground utility information depicted on the survey is based on available record information on file at the City of	80°33'20" W, AND WITH A CHORD LENGTH OF 199.16", TO THE SOUTHEAST CORNER OF SAID 20.00 ACRE TRACT SAVE AND EXCEPTED FROM SAID 44.04 ACRE TRACT, SAID CORNER BEING LOCATED 0.45' S03°42'44"E OF THE SOUTHEAST CORNER OF LOT 1A OF THE SETTLEMENT ON THE COLORADO (PLAT CABINET 2, SLIDE 259-B), SAID CORNER OF LOT 1A BEING REESTABLISHED FROM OTHER MONUMENTS FOUND MARKING THE CORNERS OF SAID LOT 1A, SAID CORNER OF 20.00 ACRE
Bastrop and the appropriate public utility companies. This information has been verified where possible by visible utility appurtenances. The surveyor cannot guarantee the accuracy or completeness of these records. Lacking excavation, the exact location of underground utilities cannot be accurately, completely and reliably depicted. Where additional or more detailed information is required, the client is advised that excavation may be necessary. The Surveyor has contacted the Texas One	TRACT ALSO BEING LOCATED 0.73' S71°33'20"E OF AN IRON ROD FOUND WITH A RED PLASTIC IDENTIFIER CAP WITH ILLEGIE MARKING;
Call System (DigTess) and depicted hereon the visible and apparent markings on the ground as a result of locate #2358693843.	THENCE N 03°42'44" W 1568.92" ALONG THE EAST LINE OF SAID 20.00 ACRE TRACT SAVE AND EXCEPTED FROM SAID 44.04 ACRE TRACT, SAID LINE NOW BEING THE EAST LINE OF SAID SETTLEMENT ON THE COLORADO TO THE NORTH LINE OF SAID 44.04 ACRE TRACT, SAID POINT BEING LOCATED 0.45' N 03°42'44"W OF A 1/2" IRON ROD FOUND AT THE NORTHEAST CORN OF SAID SETTLEMENT ON THE COLORADO, SAID POINT IN THE NORTH LINE OF SAID 44.04 ACRE TRACT ALSO BEING LOCATE 572 58' N87551'25"E OF A CONCRETE MARKED FOUND AT THE NORTHWEST CORNED OF SAID 44.04 ACRE TRACT.
5. This survey does not provide a determination or opinion concerning the location or existence of wetlands, faultlines, toxic or hazardous waste areas, subsidence, subsurface and environmental conditions or geological issues. No statement is made concerning the suitability of the subject tract for any intended use, purpose or development.	573.58' N87°51'25"E OF A CONCRETE MARKER FOUND AT THE NORTHWEST CORNER OF SAID 44.04 ACRE TRACT; THENCE N 87°51'25" E 669.32' ALONG THE NORTH LINE OF SAID 44.04 ACRE TRACT ALSO BEING THE NORTH LINE OF SAID 24.04 ACRE TRACT TO THE POINT OF BEGINNING, THIS TRACT HAVING AN AREA OF 23.885 ACRES.
 Square footage totals shown hereon or referenced herein are based on mathematical closures and do not necessarily represent the positional accuracy of the boundary monuments. The word "certify" or "certificate" as shown and used hereon means an expression of professional opinion regarding the facts 	NOTE: COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORR
of the survey and does not constitute a warranty or guarantee, expressed or implied. 8. Except as specifically stated or shown on this plat, this survey does not purport to reflect any of the following which may be applicable to the subject tract: easements; building setback lines; restrictive covenants; subdivision restrictions; zoning or	LOT 1A, SETTLEMENT ON THE COLORADO, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT CABINET NO. 2, PAGE 259B, PLAT RECORDS, BASTROP COUNTY, TEXAS, SAVE AND EXCEPT 0.017 ACRE PARCEL DESCRIBED IN VOLUME 572, PAGE 263, OFFICIAL RECORDS, BASTROP COUNTY, TEXAS IN EXHIBIT A-3 ATTACHED THERETO.
other land-use regulations; Agreements; Lease Agreements; and ownership title evidence. 9. Any declaration made hereon or herein is made to the original purchaser of the survey. It is not transferable to additional institutions or subsequent owners.	
Institutions or subsequent owners. 10. Intrusions or protrusions are as shown. Whether the intrusion or protrusion rises to the level of being an encroachment is a matter of law which takes into consideration currently unknown conditions.	LEGEND AC @ A/C UNIT
SURVEYOR'S CERTIFICATE To: HLC Communities LLC, a Texas limited liability company; Charles Gordon Rosanky, Trustee of the Charles Gordon Rosanky Family Trust;	CBL = UG CABLE MARKER III HAND HOLE CABLE TEL □ TELEPHONE BOX CO · CLEANOUT III HAND HOLE TELEPHONE TEL = UG TELEPHONE MARKER 区ゾ CABLE VAULT ICV IRRIGATION CONTROL VALVE TRW TRASH CAN ELEC □ ELECTRIC BOX LS 法 LIGHT STANDARD 光文本 TRAFFIC SIGNAL
Charles Gordon Rosanky, Trustee of the Charles Gordon Rosanky Family Trust; Chicago Title Insurance Company; Hayden Lunsford: and Wick Phillips Gould & Martin, LLP:	ELEC© ELECTRIC MANHOLE MH© MANHOLE (TYPE UNKNOWN) TSC□ TRAFFIC SIGNAL CONTROL EM© ELECTRIC METER MB□ MAILBOX TSP TRAFFIC SIGNAL POLE EV ELECTRIC VAULT MW© MONITORING WELL TS IN TRAFFIC SENSOR ELECT UG ELECTRIC MARKER NPI NEWSPAPER STAND TST TEST STA. (TYPE UNKNOWN) FDC<
This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 2, 3, 4, 7(a), 8, 14 and 16 of Table A thereof.	FH OF FIRE HYDRANT PBE PULL BOX ELECTRIC ST SEPTIC TANK FIB TUG FIB. OPTIC MARKER PBC PULL BOX CABLE STMO STORM SEWER MANHOLE FIB FIB. OPTIC MANHOLE PBF PULL BOX FIBER OPTIC TC PULL BOX FIBER OPTIC FIB FIL OPTIC MANHOLE PBF PULL BOX TELEPHONE TELO TELEPHONE MANHOLE
The field work was completed on May 1, 2023. Date of Plat or Map: June 27, 2023.	FL [⊥] FLOOD LIGHT PH ♥ PAY PHONE IV VAULT (TYPE UNKNOWN) EV FIBER OPTIC VAULT PLM ♥ UG PIPELINE MARKER IVI VENT GAS ♥ UG GAS MARKER PM ♥ PARKING METER WIT ♥ UG WATER MARKER GAS © GAS MANHOLE PP ♥ POWER POLE WM ♥ WATER METER GM ⊗ GAS METER PPM ♥ METAL UTILITY POLE WTR © WATER MANHOLE
A D C & Marchen Constraints	GP•GUY POLE $\not\leftarrow \rightarrow$ PP W/ LIGHT wv WATER VAULTGP \square GAS PUMP $\leftarrow \rightarrow$ PP W/ GUY ANCHOR $wv \otimes$ WATER VALVEGPSTGOAL POST $PP W/ CROSS$ $arm (LENGTH IN FEET)$ IRS $1/2$ -INCH IRON RODGTOGREASE TRAP $PP(1) \bullet$ $PP W/ CROSS$ $arm (LENGTH IN FEET)$ IRS $1/2$ -INCH IRON ROD
Michael Jack Needham Michael Jack Needham Registered Professional Land Surveyor	GTS GAS TEST STATION RD □ ROOF DRAIN

No. 5183 Michael.Needham@westwoodps.com www.westwoodps.com





id 44.04 acre and 24.04 acre tracts and along the west line of said Riverside Grove Subdivision Phase 1 tract also being the southeast corner of said 24.04 acre tract, said corner being called the north line of e south line of said 44.04 acre tract also being the south line of said 24.04 acre tract, said line being no deed found) to the east corner of the 11.534 acre tract of land described in the right of way deed to Page 299, Bastrop County Deed Records, said corner being in the north line of Highway 71 and being

acre tract being the north line of said State Highway 71 with a curve turning to the left **with an arc 3.89**', with a chord bearing of N 80°33'20" W, and with a chord length of 199.16', to the southeast epted from said 44.04 acre tract, said corner being located 0.45' S03°42'44"E of the southeast corner of (Plat Cabinet 2, Slide 259-B), said corner of Lot 1A being reestablished from other monuments found rner of 20.00 acre tract also being located 0.73' S71°33'20"E of an iron rod found with a red plastic

the east line of said 20.00 acre tract save and excepted from said 44.04 acre tract, said line now being prado to the north line of said 44.04 acre tract, said point being located 0.45' N 03°42'44"W of a ½" iron ettlement on the Colorado, said point in the north line of said 44.04 acre tract also being located ound at the northwest corner of said 44.04 acre tract;

e north line of said 44.04 acre tract also being the north line of said 24.04 acre tract to the point of 85 acres.

Bastrop County, Texas, being out of Lot 1A of the Settlement on the Colorado (Plat Cabinet 2, Slide ncy Blakey Survey, Abstract 98, said 0.158 acres being all of said Lot 1A save and except 0.017 acres Trust Company - Central to Mohammad Mike Mematpour dated May 12,1990, recorded in Volume blic Records, said Lot 1A being described in deed as Tract G in the deed from Charles Gordon Rosanky to harles Gordon Rosanky Family Trust dated August 10, 1998, and recorded in Volume 953, Page 533,

d Lot 1A, said corner being marked by an iron rod found with a red plastic identifier cap with illegible

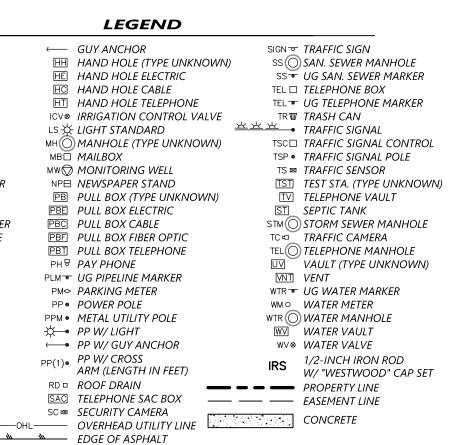
with a curve turning to the left with an arc length of 50.05', with a radius of 5208.71', with a chord length of 50.05' to the southwest corner of said Lot 1A, said corner being marked with a found

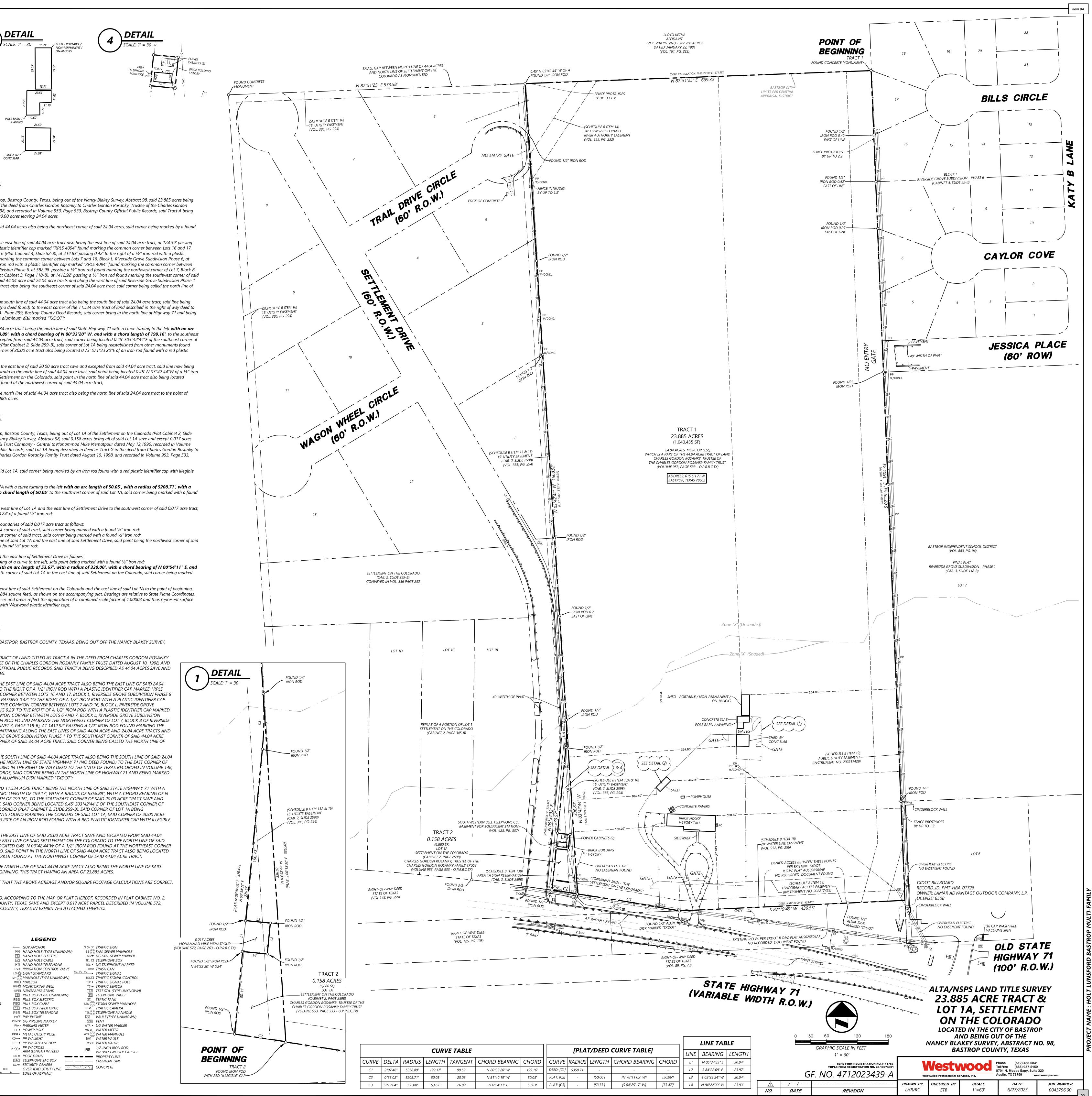
west line of Lot 1A and the east line of Settlement Drive to the southwest corner of said 0.017 acre tract, 0.24' of a found ½″ iron rod;

e of said Lot 1A and the east line of said Settlement Drive, said point being the northwest corner of said found ½″ iron rod;

ing of a curve to the left, said point being marked with a found ½" iron rod; th an arc length of 53.67', with a radius of 330.00', with a chord bearing of N 00°54'11" E, and corner of said Lot 1A in the east line of said Settlement on the Colorado, said corner being marked

east line of said Settlement on the Colorado and the east line of said Lot 1A to the point of beginning, 884 square feet), as shown on the accompanying plat. Bearings are relative to State Plane Coordinates, ces and areas reflect the application of a combined scale factor of 1.00003 and thus represent surface with Westwood plastic identifier caps.





								_ /				LINE TAB	BLE
CURVE TABLE						[PLAT/DEED CURVE TABLE]				LINE	BEARING	LENGTH	
DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD	CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	L1	N 05°34'33" E	30.04'
2°07'46"	5358.89'	199.17'	99.59'	N 80°33'20" W	199.16'	DEED: [C1]	5358.71'	-	-	-	L2	S 84°22'09" E	23.97'
0°33'02"	5208.71'	50.05'	25.03'	N 81°40'19" W	50.05'	PLAT: [C2]	-	[50.06']	[N 78°11'05" W]	[50.06']	L3	S 05°39'34" W	30.04'
9°19'04"	330.00'	53.67'	26.89'	N 0°54'11" E	53.61'	PLAT: [C3]	-	[53.53']	[S 04°25'17" W]	[53.47']	L4	N 84°22'20" W	23.93'

OWNER

ROSANKY, CHARLES G FAMILY TRUST 615 HWY 71 W BASTROP, TX 78602

DEVELOPER

HOLT LUNSFORD HOLDINGS 5950 BERKSHIRE LANE, SUITE 900 DALLAS, TX 75225

<u>ARCHITECT</u>

ARCHON CORPORATION 210 N. PARK BLVD, SUITE 100 GRAPEVINE, TX 76051

<u>ENGINEER</u>

Westwood Professional Services, Inc.

HOLLIS SCHEFFLER, P.E. 8701 N. MOPAC EXPY, SUITE 320 AUSTIN, TEXAS 78759 PHONE: (512) 485-0831

SURVEYOR



MICHAEL JACK NEEDHAM 8701 N. MOPAC EXPY, SUITE 320 AUSTIN, TEXAS 78759 PHONE: (512) 485-0831

LEGAL DESCRIPTION:

A98 BLAKEY, NANCY, ACRES 23.0400



Westwood Professional Services, Inc.

TBPE FIRM REGISTRATION NO. F-11756 TBPLS FIRM REGISTRATION NO. LS-10074301

ZONING CONCEPT PLANS FOR **REED RANCH** 615 SH 71 W BASTROP TX, 78602



VICINITY MAP (1"=2000')

PROJECT ZONING:

P-2

PROJECT ADDRESS:

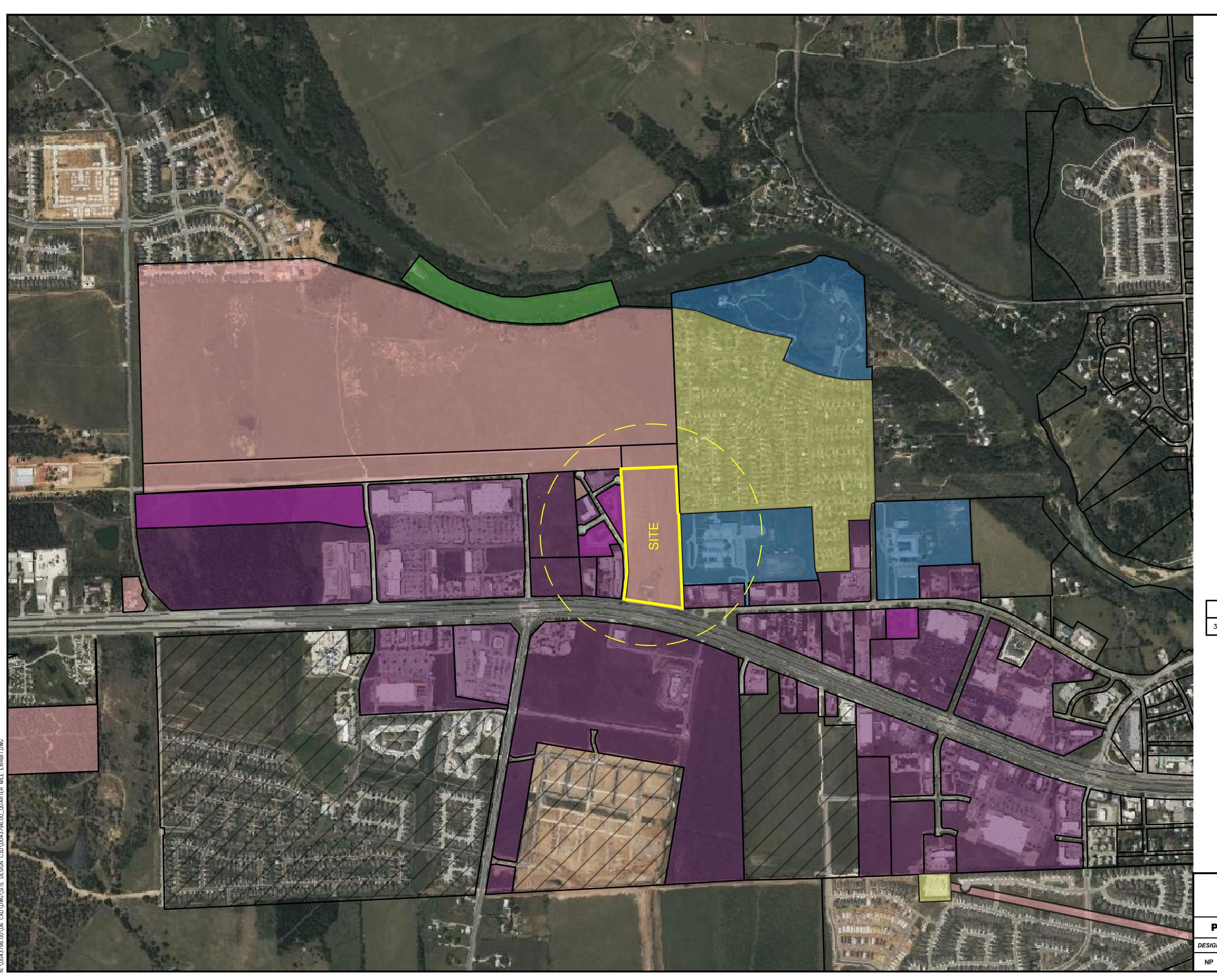
615 SH 71 W

SUBMITTAL DATE:

JULY 10, 2032

Item 9A.

S	heet List Table
Sheet Number	Sheet Title
1	COVER
2	PEDESTRIAN SHED
3	PD SITE PLAN
4	LOT AND BLOCK LAYOUT
5	EXISTING DRAINAGE AREA MAP
6	PROPOSED DRAINAGE AREA MAP
7	UTILITY PLAN 1 OF 2
8	UTILITY PLAN 2 OF 2



21/2023 3:27 PM \0043796.00\06 CAN\DWG\SITF DFSIGN C3D\0043796.00 QUARTER MILF FXHIB

0	250	500		1000		1500	
	GRA	PHIC	SCALE	IN FI	EET		

P2	Р3	Ρ4	CIVIC	P5	TOTAL
30.40%	12.35%	4.90%	14.68%	24.58%	86.91%

	, PLANNED DEVELOPMENT
	NATURE
	CIVIC SPACE
	RURAL
	NEIGHBORHOOD
	MIX
	CORE

NP 5/31/2023 1"=500'

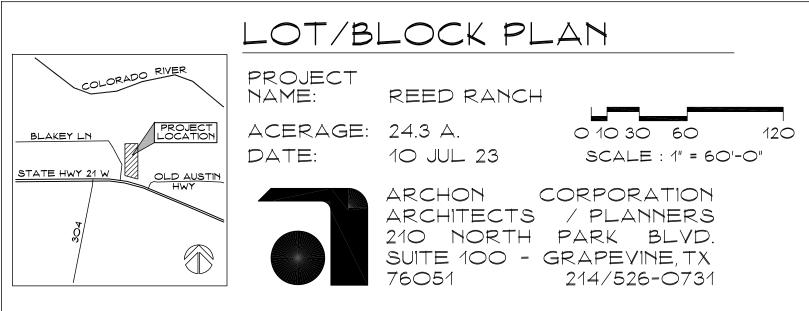
	Nes			Toll Free (88	12) 485-0831 38) 937-5150 : Expy, Suite 320 59 westwoodp	os.com
				RM REGISTRATIO	ON NO. F-11756 ION NO. LS-10074301	
PR	OPOS	ED PE	DEST	RIAN	SHED (1	/4 MILE)
SIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.

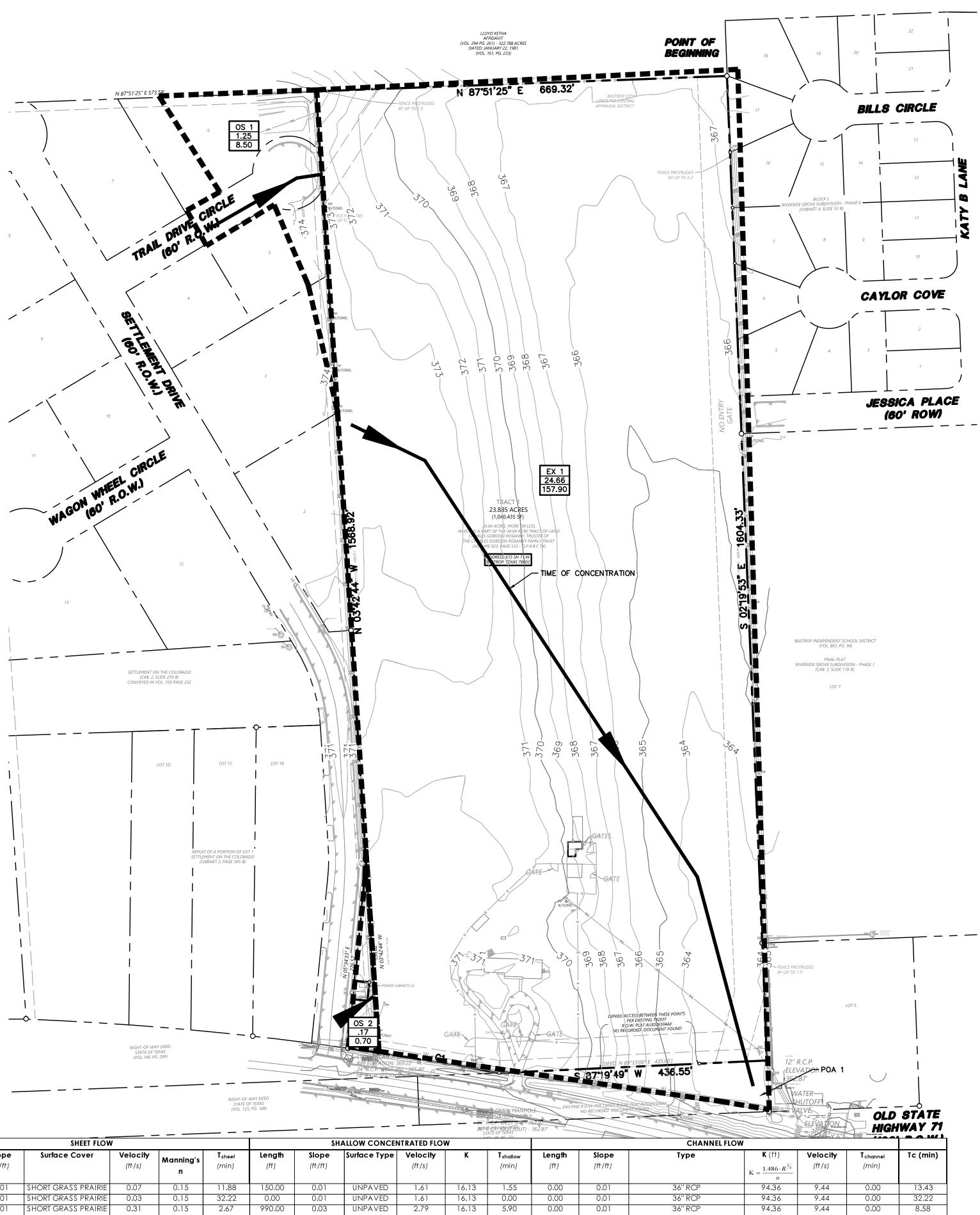
EXHB





ARCHITECT: GARY G. WOOD #12202 PRELIMINARY - NOT TO BE USED FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION DATE: 10 JUL 23 Item 9A.



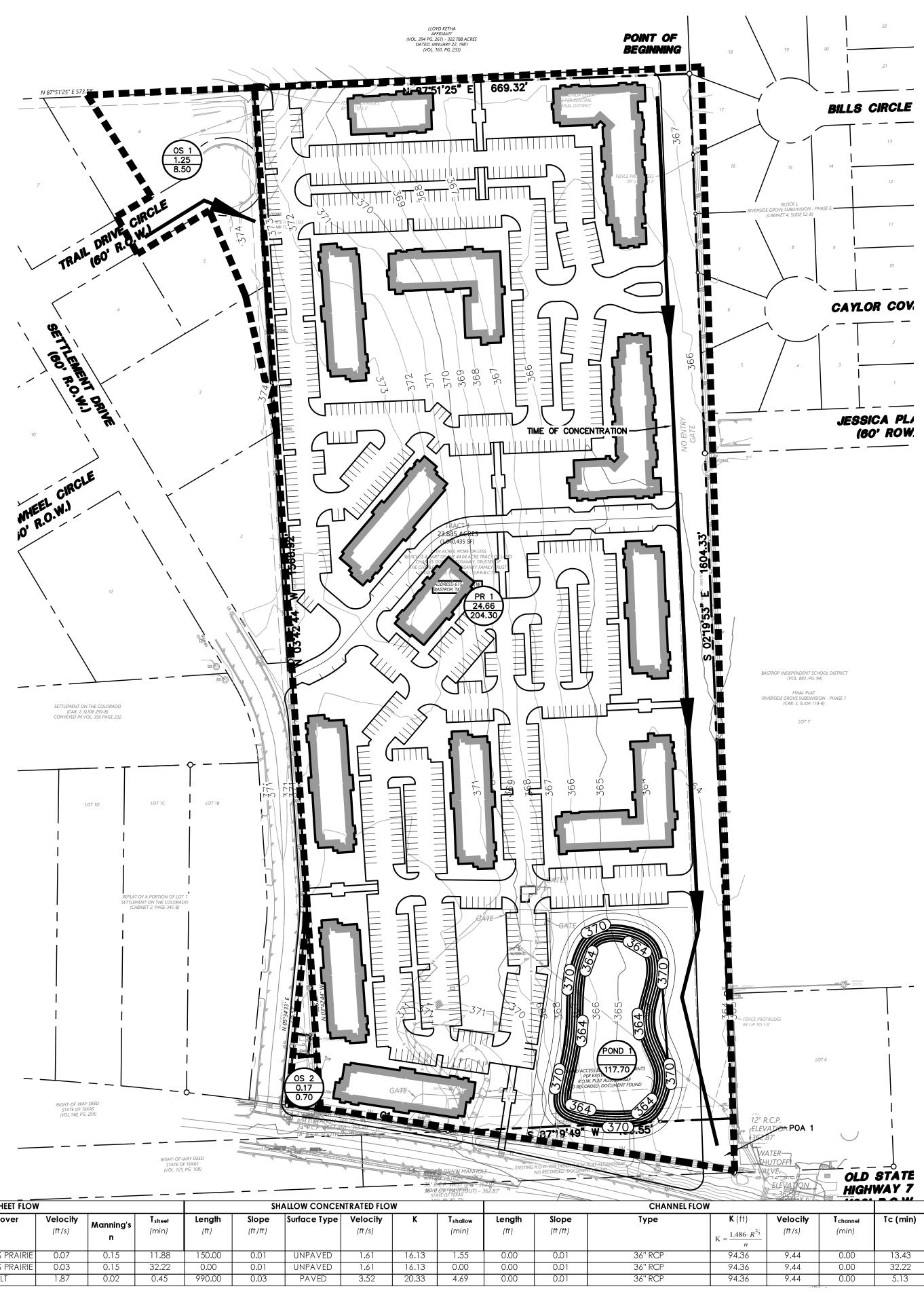


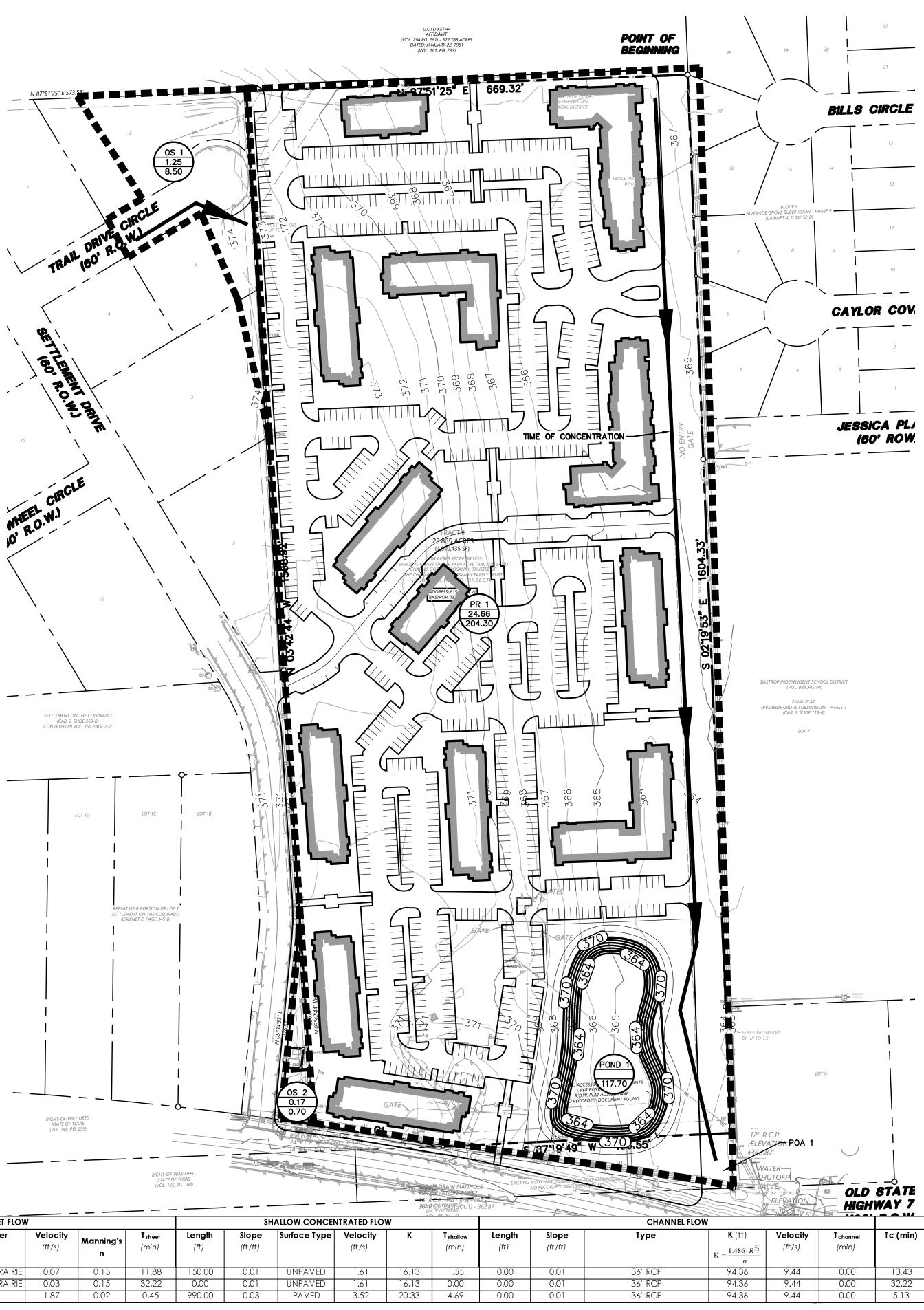
			SHEET FLOW						
DRAINAGE NUMBER	INLET NUMBER	AREA (acres)	Length (ft)	Slope (ft/ft)	Surface Cover	Velocity (ft/s)	Manning's n	T sheet (min)	Length (f†)
OS 1	OS 1	1.25	50.00	0.01	SHORT GRASS PRAIRIE	0.07	0.15	11.88	150.00
OS 2	OS 2	0.17	50.00	0.01	SHORT GRASS PRAIRIE	0.03	0.15	32.22	0.00
EX 1	EX 1	24.66	50.00	0.01	SHORT GRASS PRAIRIE	0.31	0.15	2.67	990.00

HEC-HMS SUMMARY: EXISTING CONDITONS 2 YEAR STORM **10 YEAR STORM** Runoff Per Routed Runoff Per Routed Drainage Drainage Cumulative Cumulative Area Basin 🛛 Drainage 🛛 Base Curve Drainage Impervious Designation Number CN Lag Time Cover Area Runoff Area Runoff Area (ac) (min) % (cfs) (cfs) (cfs) (cfs) OS 1 2.50 1.25 61 8.06 34.64% 5.50 OS 1 1.25 0.00% 0.10 0.40 19.33 61 86.20 1.32% EX 1 24.66 5.15 27.40 61 86.20 POA 1 27.40

25 YEAR	STORM	100 YEAR STORM				
Runoff Per Drainage Area	Routed Cumulative Runoff	Runoff Per Drainage Area	Routed Cumulative Runoff			
(cfs)	(cfs)	(cfs)	(cfs)			
6.10		8.50				
0.50		0.70				
103.80		157.90				
103.80		157.90				

0 50 100 200 300 GRAPHIC SCALE IN FEET 1"=100' GRAPHIC SCALE IN FEET 1"=100' B. BOLLARD B. BOLLARD EM. ELECTRIC METER PP. POWER POLE LIGHT STANDARD WMo WATER METER WWo TRAFFIC SIGNAL CONTROL TSC TRAFFIC SIGNAL POLE TSC TRAFFIC SIGN PROPERTY LINE FLAG POLE SIGN FLAG POLE SIGN FNOCE A FENCE GOLLARD EXISTING CONTOUR			Phone (512) 485-0831 8701 N. Mopac Expy, Suite 320		Westwood Professional Services, Inc. TBPE FIRM REGISTRATION NO. F-469 TBPLS FIRM REGISTRATION NO. LS-100080-00	Item 9A.
DRAINAGE FLOW DIRECTION 100-YR FLOODPLAIN LIMITS DRAINAGE DIVIDE EX 8 1.00 7.99 EXISTING DRAINAGE AREA ID AREA IN ACRES Q100 IN CUBIC FEET PER SECOND	REVISIONS	DATE DESCRIPTION E				
	REED RANCH	NO.		BASIRUP IX, 78602	EXISTING DRAINAGE AREA MAP	
	DESI JD SHE	GN W	D D D D D D D D D D D D D D D D D D D		DATE JULY 2023	

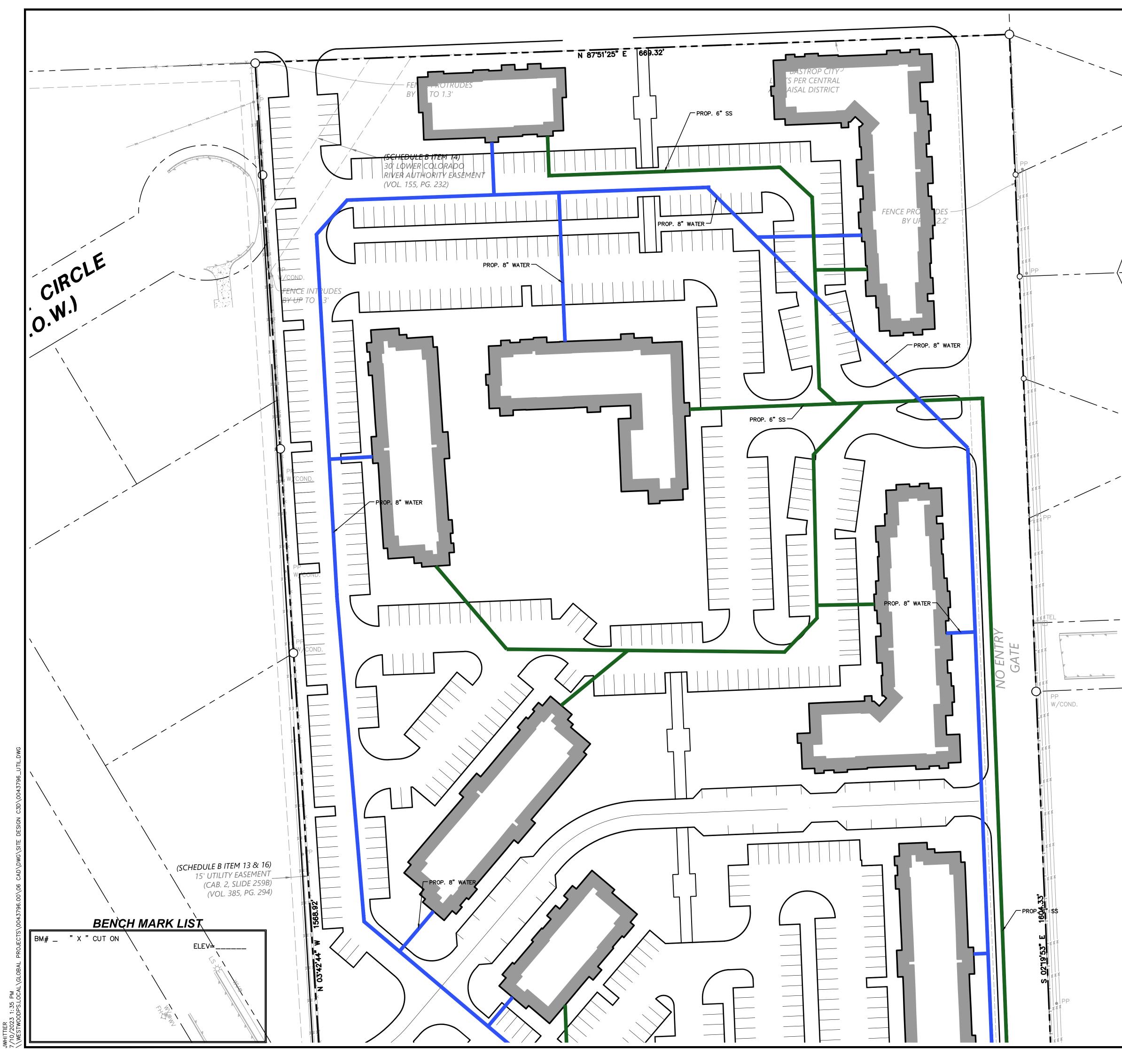




	INLET NUMBER	AREA (acres)	Length (ft)	Slope (ft/ft)	Surface Cover	Velocity (ft/s)	Manning's n	T _{sheet} (min)	Length (ft)
OS 1	OS 1	1.25	50.00	0.01	SHORT GRASS PRAIRIE	0.07	0.15	11.88	150.00
OS 2	OS 2	0.17	50.00	0.01	SHORT GRASS PRAIRIE	0.03	0.15	32.22	0.00
PR 1	PR 1	24.66	50.00	0.01	ASPHALT	1.87	0.02	0.45	990.00

						2 YEAR	STORM	10 YEAF	R STORM	25 YEAI	RSTORM	100 YEA	RSTORM
Drainage Area Basin Designation	Drainage Area (ac)	Base Curve Number CN	Lag Time (min)	Cumulative Area (ac)	Impervious Cover %	Runoff Per Drainage Area (cfs)	Routed Cumulative Runoff (cfs)						
OS 1	1.25	61	8.06	34.64	70	2.50	(0.5)	5.50		6.10	(0.5)	8.50	
OS 2	0.17	61	19.33	0.00		0.10		0.40		0.50		0.70	
PR 1	24.66	61	3.08	62.90		78.00		149.00		155.70		204.30	
POND 1							27.20		82.50		91.00		117.70
POA 1						27.20		82.50		91.00		117.70	

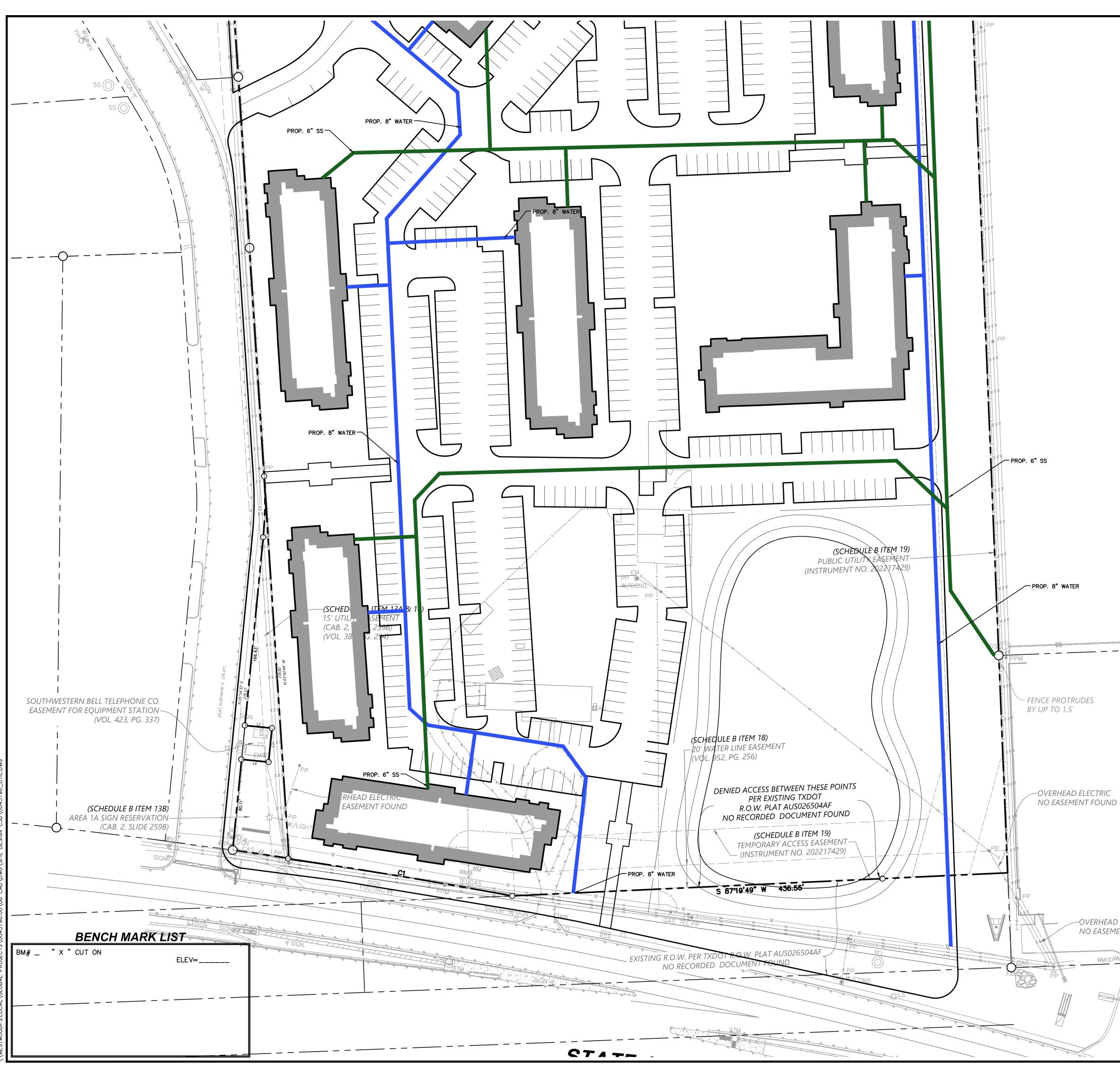
0 50 100 200 30 GRAPHIC SCALE IN FEET 1"=100' GRAPHIC SCALE IN FEET 1"=100' B. BOLLARD ELECTRIC METER POWER POLE LS VW0 WATER METER WV0 WATER METER WV0 WATER VALVE ICV0	
7.99 Q ₁₀₀ IN CUBIC FEET PER S	NO. DATE REVISIONS NO. DATE DESCRIPTION
	REED RANCH 615 SH 71 W BASTROP TX, 78602 PROPOSED DRAINAGE AREA MAP
	PRELIMINARY NOT FOR CONSTRUCTION THIS DOCUMENT IS ISSUED FOR THE PURPOSE OF SCHEMATIC REVIEW ONLY AND IS NOT INTENDED FOR PERMITTING, BIDDING, OR CONSTRUCTION PURPOSES. PLANS PREPARED UNDER THE DIRECT SUPERVISION OF HOLLIS ANN SCHEFFLER, P.E. TEXAS REGISTRATION NO. 136049. DATE: xx/xx/xxxx



0 20 40 80 120 GRAPHIC SCALE IN FEET 1"=40 B. BOLLARD B. BOL		Phone (512) 485-0831 8701 N. Mopac Expy, Suite 320 Toll Free (888) 937-5150 Austin, TX 78759 westwoodps.com Mopac Expy	Westwood Professional Services, Inc. TBPE FIRM REGISTRATION NO. F-469 TBPLS FIRM REGISTRATION NO. LS-100080-00	em 9A.
 OPHL OVERHEAD UTILITY LINE UNDERGROUND TELEPHORE LINE UNDERGROUND TELEPHORE LINE OPHL OVERGROUND WATER LINE OPHL OVERGROUND WATER LINE OPHL OVERGROUND WATER LINE OPHL OVERGROUND WATER LINE OPHL OPHC LOCATION PROP WATER VALVE PROP SANITARY SEWER LINE PROP SANITARY SEWER MANHOLE PROP SANITARY SEWER CLEANOUT WATER & SANITARY SEWER GENERAL NOTES 1. ALL CONCRETE SHALL BE CLASS "A" (3000 PSI), UNLESS OTHERWISE NOTED. 2. ALL WATER MAINS SHALL BE PVC C900, DR 18, CLASS 235. FIRE PROTECTION SERVICES SHALL BE PVC 0900, DR 14, CLASS 305 AND INSTALLED IN ACCORDANCE WITH THE DESIGN AND SPECIFICATIONS OF THE FIRE PROTECTION PLANS TO BE PREPARED BY A LICENSED FIRE PROTECTION CONTRACTOR. 3. WATER AND SANITARY SEWER SERVICES SHALL MEET PLUMBING CODE REQUIREMENTS. 4. ALL WATER MAINS SHALL HAVE A MINIMUM COVER OF 48 INCHES BELOW IMPROVED FINISHED GRADE, UNLESS OTHERWISS NOTED. 5. SANITARY SEWER PIPE SHALL BE PVC SDR-35. 6. WHEN WATER AND SANITARY SEWER MAINS, SERVICES, AND LATERALS ARE INSTALLED, THEY SHALL APPLY: 6.A. TCEQ CHAPTER 217.53 PIPE DESIGN, SECTION (d) SEPARATION DISTANCES. 6.B. TCEQ CHAPTER 217.53 PIPE DESIGN, SECTION (d) SEPARATION DISTANCES. 6.B. TCEQ CHAPTER 290.44 WATER DISTRIBUTION, SECTION (e) LOCATION OF WATERLINES. 7. CONTRACTOR NO ANALLEL LINES MUST BE ESTED IN ACCORDANCE WITH THE STANDARD CONTRACTOR. 8. CONTRACTOR SHALL TE A ONE INCH WIDE PIECE OF RED PLASTIC FLAGGING TO THE END OF SEVER SERVICE AND SHALL LEAVE A MINIMUM OF 36 INCHES OF FLAGGING EXPOSED AFTER BACKFILL. AFTER CURB AND PAVING IS COMPL	NO. DATE DESCRIPTION			
 THE UTILITY CONTRACTOR SHALL INSTALL THE WATER SERVICES TO A POINT TWO FEET BACK OF THE CURB LINE AT A DEPTH OF 12 INCHES. THE PAYING CONTRACTOR HAS COMPLETED THE FINE GRADING BEHIND THE BACK OF THE CURB. EACH SERVICE LOCATION SHALL BE MARKED ON THE CURB WITH A BLUE LETTER "W" BY THE UTILITY CONTRACTOR AND TED TO PROPERTY CORNERS ON THE "RECORD DRAWINGS." ALL METER BOXES SHALL BE LOCATED IN NON-TRAFTIC AREAS. TRENCH BACKFILL MATERIAL SHALL CONFORM TO THE REQUIREMENTS OF NCTOOG ITEM 504.2 AND SHALL BE LOCATED IN NON-TRAFTIC AREAS. TRENCH BACKFILL MATERIAL SHALL CONFORM TO THE REQUIREMENTS OF NCTOOG ITEM 504.2 AND SHALL BE MECHANICALLY COMPACTED IN 6-INCH LIFTS TO THE TOP OF 504.65 UNLESS OTHERWISE SHOWN ON THESE PLANS OR STATED IN THE STANDARD CITY SPECIFICATIONS. EMBEDMENT SHALL CONFORM TO THE REQUIREMENTS OF NCTOOG ITEM 504.5 UNLESS OTHERWISE SHOWN ON THESE PLANS OR STATED IN THE STANDARD CITY SPECIFICATIONS. VALVE BOXES SHALL BE FURNISHED AND SET ON EACH GATE VALVE. AFTER THE FINAL CLEAN-UP AND ALIGNMENT HAS BEEN COMPLETED, THE UTILITY CONTRACTOR SHALL POUR A 24*X24*05" CONCRETE BLOCK AROUND ALL VALVE BOX TOPS LEVEL WITH THE FINISHED GADE. CONTRACTOR SHALL BE FURNISHED AND SET ON EACH GATE VALVE. AFTER THE FINAL CLEAN-UP AND ALIGNMENT HAS BEEN COMPLETED, THE UTILITY CONSILTACTOR SHALL POUR A 24*X24*05" CONCRETE BLOCK AROUND ALL VALVE BOX TOPS LEVEL WITH THE FINISHED GADE. CONTRACTOR'S SHALL RECONNECT ALL EXISTING SERVICES AND MAINTAIN EXISTING SERVICES THROUGHOUT CONSTRUCTION, POWER POLES TO BE BRACED OR RELOCATED AT CONTRACTOR'S EXPENSE. 	ED RANC	615 SH 71 W BASTROP TX, 78602	UTILITY PLAN 1 OF 2	
	DESIGN JDW SHEET	7	DATE JULY 2023	62

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PROPERT UNE CONTRECTOR DUE OF ADD SATURATY SEVER LUNE UNECROCOMD CALCE UNE UNECROCOMD CALCE UNES UNECROCOMD CALCE UNECROCOMD CALCE UNES UNECROCOMD CALCE UNECROCOMD CALCE UNES UNECROCOMD CALCE UNIT CALCE UNIT CALCE	Westwood Professional Services, Inc. TBPE FIRM REGISTRATION NO. F-469 TBPLS FIRM REGISTRATION NO. LS-1
CITY SPECIFICATIONS. THE UTILITY CONTRACTOR SHALL INSTALL THE WATER SERVICES TO A POINT TWO FEET BACK OF THE CURB LINE AT A DEPTH OF 12 INCHES. THE METER BOX SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR AFTER THE PAVING CONTRACTOR HAS COMPLETED THE FINE GRADING BEHIND THE BACK OF THE CURB. EACH SERVICE LOCATION SHALL BE MARKED ON THE CURB WITH A BLUE LETTER "W" BY THE UTILITY CONTRACTOR AND TED TO PROPERTY CORNERS ON THE "RECORD DRAWINGS." ALL METER BOXES SHALL BE LOCATED IN NON-TRAFFIC AREAS. TRENCH BACKFILL MATERIAL SHALL CONFORM TO THE REQUIREMENTS OF NCTCOG ITEM 504.2 AND SHALL BE MECHANICALLY COMPACTED IN 6-INCH LIFTS TO THE TOP OF SUBGRADE TO A MINIMUM OF 95% STANDARD PROCTOR DENSITY IN ACCORDANCE WITH NCTCOG ITEM 504.5 UNLESS OTHERWISE SHOWN ON THESE PLANS OR STATED IN THE STANDARD CITY SPECIFICATIONS. EMBEDMENT SHALL CONFORM TO THE REQUIREMENTS OF NCTCOG ITEM 504.5 UNLESS OTHERWISE SHOWN ON THESE PLANS OR STATED IN THE STANDARD CITY SPECIFICATIONS. WALVE BOXES SHALL BE FURNISHED AND SET ON EACH GATE VALVE. AFTER THE FINAL CLEAN-UP AND AULGINMENT HAS BEEN COMPLETED, THE UTILITY CONTRACTOR SHALL CONTRACTOR SHALL RECONNECT ALL EXISTING SERVICES AND MAINTAIN EXISTING SERVICES THROUGHOUT CONSTRUCTION. IF REQUIRED DUE TO CONSTRUCTION, POWER POLES TO BE BRACED OR RELOCATED AT CONTRACTOR'S EXPENSE. THE ONLY A 24 "X24"X6" CONNECT ALL EXISTING SERVICES AND MAINTAIN EXISTING SERVICES THROUGHOUT CONSTRUCTION, POWER POLES TO BE BRACED OR RELOCATED AT CONTRACTOR'S EXPENSE.	
	UTILITY PLAN 2 OF 2

NO EASEMENT FOU

WMcoWM

DESIGN

JDW

SHEET NO.

8

DRAWN DATE

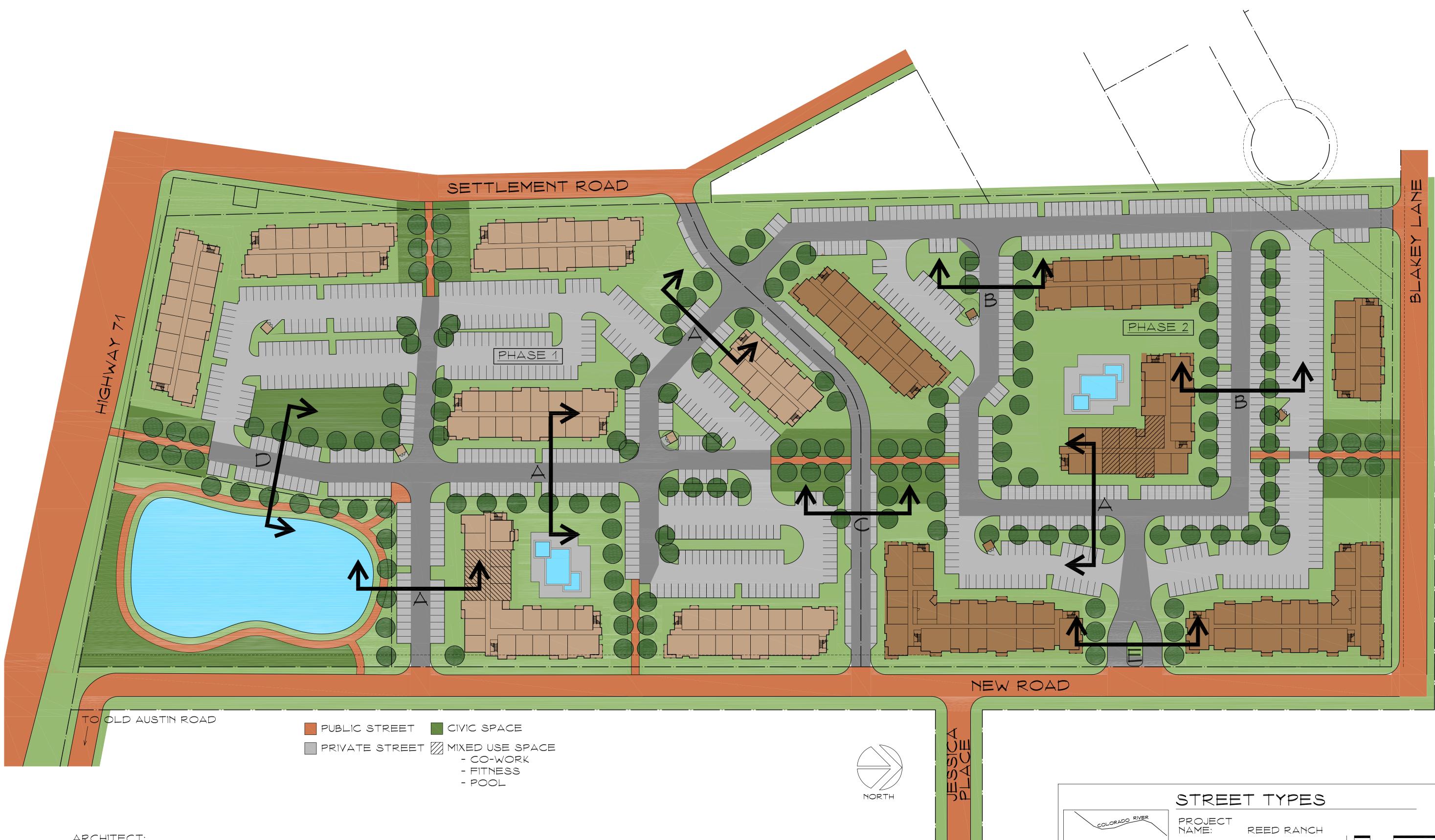
CAH JULY 2023

8 OF 8

Exhibit C – Warrant List

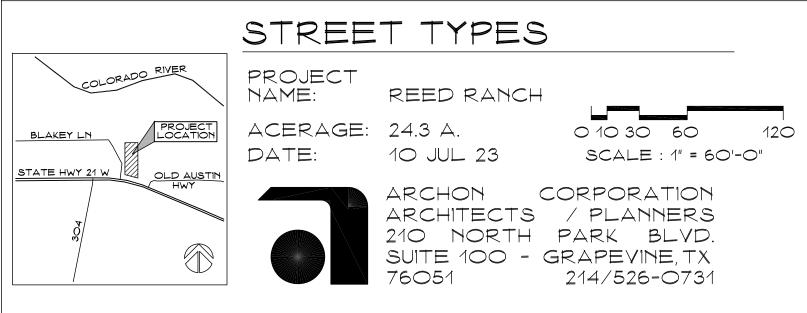
B3 Code Section	Description	Development Issue	Proposed Alternative &
	To provent future conflicts regarding Street	Dedication requirement does not	Reasoning
7.1.002(k)	To prevent future conflicts regarding Street	Dedication requirement does not	Allowing for streets to be
	maintenance, private Streets are prohibited, except	permit developer to manage and	privately owned, managed, and
	where justified by special considerations.	maintain streets.	maintained is fiscally sustainable.
7.2.003	Street right-of-way must be dedicated		
7.3.004	Traffic Lanes: Two lanes at 10 feet each	Complying with health/safety	Permitting 12.5' lanes such that
		codes requires lanes to be wider.	the street can meet fire lane
	Parking Lanes: Both sides parallel at 8 feet, marked		requirements meets the intent of
		Only parallel parking does not	the code and is fiscally
		allow for a financially feasible	sustainable. Allowing for head-in
		amount of parking spaces.	parking to be 18' is fiscally
			sustainable.
7.5.002(d)	Storm Drainage Facilities, if equipped to provide Civic	Drainage requires a large portion	An amenitized wet pond with a
	Space, may be counted toward the 10% Civic Place	of the project to be a pond. Not	trail meets the intent of code, is
	Type allocations requirement by warrant.	allocating this space toward the	fiscally sustainable, and
		Civic Space requirement makes	authentically Bastrop.
		project fiscally infeasible.	
7.1.002(h)	Dead-end Streets must be avoided.	Proposed design does not show	For avoidance of doubt, internal
		dead-end streets. Rather, internal	drives culminating into 20'
		drives culminate into left and	walkway easement places as
		right parking aisles for buildings	generally shown in the
		or walkway plazas in line with	Conceptual PD Master Plan
		5.2.002(d).	meets the intent of code.
5.2.002	Preferred block size is 330' by 330'and max block	Drainage block is large due to odd	Allowing for a single larger block
	perimeter of 1,320'	shape of site and need for a large	complies with intent of code.
		pond.	
			Permitting private drives as
		Treating private	shown on the Conceptual PD
		streets/driveways as block	Master Plan is fiscally sustainable
		boundaries for this measurement	and meets the intent of code.
		results in an urban fabric of slow	

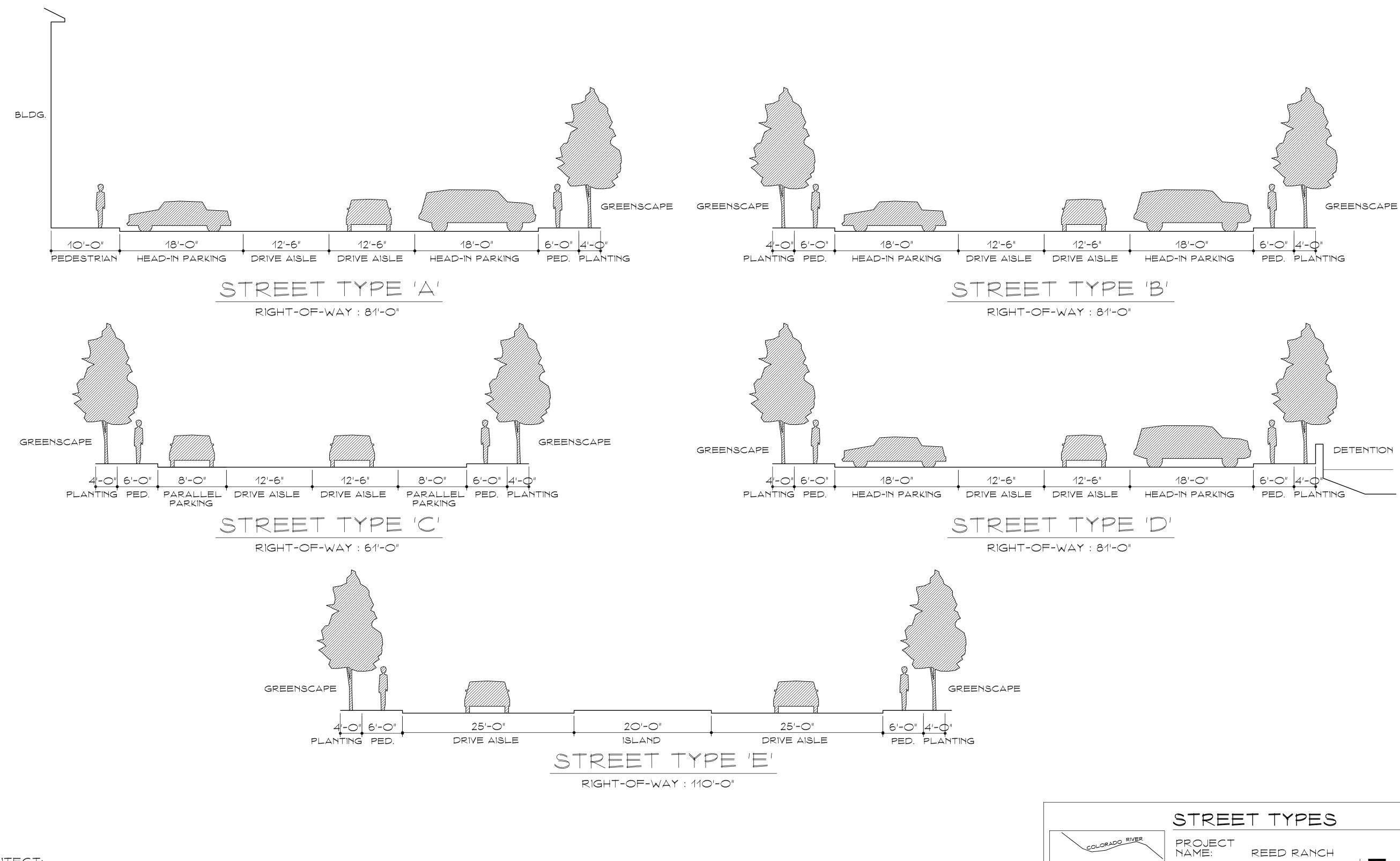
		streets, with the plazas acting as	
		traffic calming devices.	
5.2.002(f)	In the P4 Mix, a minimum Residential mix of three	Proposed design elects only	As the project is unlikely to move
	Building Types (not less than 20%) shall be required.	apartment buildings with	forward if a variety of building
		amenity and civic spaces. A	types are required, allowing for a
		variety of building types is not	warrant is fiscally sustainable.
		fiscally sustainable.	
6.5.003	-70 percent max lot coverage;	Conceptual PD Master Plan	Permitting lot occupation as
	-60% minimum buildout at build-to-line;	generally meets build-to-line	shown in Conceptual PD Master
	-Build-to-line is 5-15 ft	requirements of P4 but may not	Plan is fiscally sustainable.
		meet all façade buildout or lot	
		coverage requirements.	
		Specifically, the 60% buildout line	
		is doable along the publicly	
		dedicated streets but not interior	
		privately owned and maintained	
		streets.	
7.5.002	Plazas not permitted in P4 and require a minimum	Walkway/paseos as shown on	Allowing warrant meets the
	size of ½ acres.	Conceptual PD Master Plan allow	intent of code in that it improves
		for improved site	walkability.
		design/walkability.	



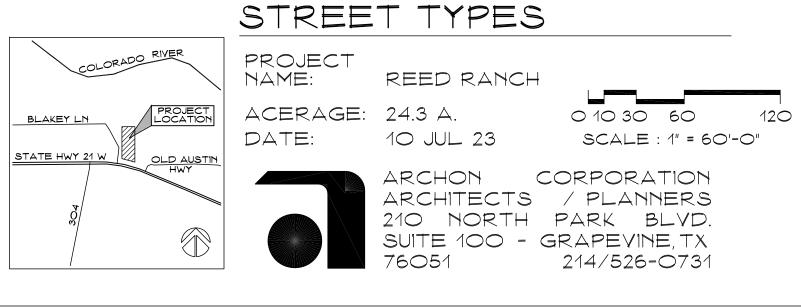
ARCHITECT: GARY G. WOOD #12202 PRELIMINARY - NOT TO BE USED FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION DATE: 10 JUL 23

Item 9A.





ARCHITECT: GARY G. WOOD #12202 PRELIMINARY - NOT TO BE USED FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION DATE: 10 JUL 23



PLANNED DEVELOPMENT DISTRICT

PROPERTY

The subject property is located at the northeast corner of W SH 71 westbound service road and Settlement Drive, encompassing approximately 24.04 acres, as described in the survey, attached hereto as **Exhibit A**, (the "Property").



PURPOSE

The purpose of this planned development zoning district is to develop a two-phase multifamily project with varying building sizes and which will incorporate a mix of unit types on an arrangement of lots nearby accessible civic space through a network of pedestrian-friendly streets. Per the City of Bastrop's Comprehensive Plan 2036, the proposed development is located within a Transitional Residential character area. This development is compliant with the character area designation as it provides a multifamily use as an appropriate transition between the neighboring Public and Institutional and Neighborhood Residential character areas to the east and the General Commercial character area to the west (5-17). The development furthers the recommended development pattern of the character area by providing a new collector street along the eastern boundary and through the center of the Property, both being locations that the comprehensive plan identifies as where a majority multifamily project should take access from (5-18). To move forward with our project, we are making an application for a Planned Development District (PDD) zoning designation, which is representative zoning district for the character area, and therefore no amendment to the comprehensive plan is required (5-17). The Property is currently zoned as P2 (Rural).

CONCEPT PLAN & BASE ZONING

A conceptual Planned Development Master Plan (the "PD Master Plan") for the proposed project has been attached to this PDD as **Exhibit B** to illustrate and identify the proposed land uses, intensities, building locations, building footprints, and thoroughfare locations, for the Property. In accordance with the B3

REED RANCH

Code, the Property shall have a base place type designation of P4 (Mix), to allow for all permitted Building Types, including but not limited to Apartment and Courtyard Apartment Building types. This development is a contributing development to the goals of the overall place type mix within the pedestrian shed and the sole use for the Property shall be for multifamily development up to, as well as related accessory amenity and civic space uses. The southern portion of the Property shall be Phase 1 and the northern portion of the Property shall be Phase 2, and the development shall be constructed in that respective sequence. Approval of this PDD does not constitute approval of a subdivision or site plan.

DEVELOPMENT STANDARDS

The development standards of this PDD may include, but shall not be limited to, uses; density; lot size; building size; lot dimensions; setbacks; coverage; height; landscaping; lighting; screening; fencing; parking and loading; signage; open space; drainage; and utility standards, shall be in accordance with the P4 place type of the B3 Code, except that all building types shall be allowed three stories in height, except for (a) buildings in Phase 2, Blocks 2 and 4, which shall be limited to a maximum of two stories, and (b) buildings in Phase 1, Block 1, which shall be limited to a maximum of four stories, with a variety of unit sizes and bedroom mixes, and those modified Development Standards within the Development Standards Variances, Deviations, Waivers, and Warrants List identified in **Exhibit C**, and approved as part of this PDD.

STREET STANDARDS

The Streets denoted as "Public Streets" in Exhibit B are intended to be City-owned and maintained. The Streets denoted as "Private Streets" shall be privately owned and maintained as part of the project. To the extent desired by the City, this PDD provides the extension of Jessica Place, as identified in the City's Thoroughfare Master Plan. The location and permitted cross-sections and standards of such streets, alleys, and parking areas are generally shown on the Street Types exhibit, attached to this PDD as **Exhibit D**, and approved as part of this PDD.

CIVIC SPACE

This PDD shall include privately owned civic space that shall be accessible to the public as generally shown in Exhibit B. The exact locations of civic space shall be finalized during site plan review. The private civic space shall meet the intent of the civic space requirement of the B3 Code.

EXHIBITS

The exhibits attached hereto shall be considered part of the PDD, except that the exact design and locations of any building, facility, structure or amenity shall be established during the site plan review phase. Modifications from any such exhibit are permitted so long as the property owner complies with the minimum requirements included in the text of this planned development.

- Exhibit A Property Survey
- Exhibit B PD Master Plan
- Exhibit C Development Standards Variances, Deviations, Waivers, and Warrants List
- Exhibit D Street Standards

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PLANNED DEVELOPMENT DISTRICT

Exhibit A

Property Survey

	Image: Strop county VICINITY MAP	
	(SCALE: 1" = 5,000')	308
<u>NOT</u> 10.	ES ADDRESSING SCHEDULE "B" EXCEPTIONS (GF. NO. 4712023439-A) Rights of tenants in possession, as tenants only, under unrecorded lease agreements.	1.94 [,] 30.83 [,] CONCSLAB
	(Not survey related)	
11. 12.	Intentionally deleted. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerols, together with all rights, privileges,	BOUNDARY DESCRIPTION (AS SURVEYED) TRACT 1:
	and immunities relating thereto, appearing in the Public Records whether listed in Schedule 8 or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.	23.885 ACRES of land in the City of Bastrop, Bastrop County, Texas, being out of the Nancy Blakey Survey, Abstract 98, said 23.885 all of that tract of land titled as Tract A in the deed from Charles Gordon Rosanky to Charles Gordon Rosanky, Trustee of the Charles Rosanky Family Trust dated August 10, 1998, and recorded in Volume 953, Page 533, Bastrop County Official Public Records, said T
13.	The following matters as shown on plat recorded in Plat Cabinet 2, Page 2598, Plat Record of Bastrop County, Texas. : (Tract 2)	described as 44.04 acres save and except 20.00 acres leaving 24.04 acres. BEGINNING at the northeast corner of said 44.04 acres also being the northeast corner of said 24.04 acres, said corner being marke
	 a. 15 foot wide public utility easement, as shown on survey prepared by Westwood Professional Services, Inc., Michael Jack Needham, RPLS No. 5183, Job No. 0043796.00, dated May 2, 2023, last revised, 2023 (the "Survey"). b. Area 1A to be reserved for the owner(s) of Lot 1 for sign purposes. 	concrete marker.
14.	(As shown hereon. Affects the property surveyed, located along the east line of Tract 2.) Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document, as shown on the survey:	THENCE S 02°19'53" E 1604.33' along the east line of said 44.04 acre tract also being the east line of said 24.04 acre tract, at 124. 0.40' to the right of a ½" iron rod with a plastic identifier cap marked "RPLS 4094" found marking the common corner between Lots Block L, Riverside Grove Subdivision Phase 6 (Plat Cabinet 4, Slide 52-B), at 214.83' passing 0.42' to the right of a ½" iron rod with a
	Granted to: Lower Colorado River Authority Purpose: electric lines and systems Recording Date: September 23, 1961	identifier cap marked "RPLS 4094" found marking the common corner between Lots 7 and 16, Block L, Riverside Grove Subdivision P 305.33' passing 0.29' to the right of a ½" iron rod with a plastic identifier cap marked "RPLS 4094" found marking the common corn Lots 6 and 7, Block L, Riverside Grove Subdivision Phase 6, at 582.98' passing a ½" iron rod found marking the northwest corner of L
	Recording No: Volume 155, Page 232, Deed Records of Bastrop County, Texas. (As shown hereon. Affects the property surveyed, located along the northwest corner of Tract 1.)	of Riverside Grove Subdivision Phase 1 (Plat Cabinet 3, Page 118-8), at 1412.92' passing a ½" iron rod found marking the southwest Lot 7, continuing along the east lines of said 44.04 acre and 24.04 acre tracts and along the west line of said Riverside Grove Subdivision to the southeast corner of said 44.04 acre tract also being the southeast corner of said 24.04 acre tract, said corner being called the r
15.	Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document, as noted on the Survey: Granted to: Aqua Water Supply Corp.	State Highway 71 (no deed found);
	Purpose: water pipe lines Recording Date: January 28, 1970 Recording No: Volume 194, Page 656, Deed Records of Bastrop County, Texas.	THENCE S 87°19'49" W 436.55' along the south line of said 44.04 acre tract also being the south line of said 24.04 acre tract, said called the north line of State Highway 71 (no deed found) to the east corner of the 11.534 acre tract of land described in the right of the State of Texas recorded in Volume 148, Page 299, Bastrop County Deed Records, said corner being in the north line of Highway
16.	(Unable to plot, blanket in nature, no visible evidence found.) Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document, as shown on the Survey:	marked with a 1/2" iron rod found with an aluminum disk marked "TxDOT"; THENCE along the north line of said 11.534 acre tract being the north line of said State Highway 71 with a curve turning to the left
	Granted to: Bluebonnet Electric Cooperative, Inc. Purpose: electric distribution line or system and appurtenances Recording Date: August 9, 1985	length of 199.17', with a radius of 5358.89', with a chord bearing of N 80°33'20" W, and with a chord length of 199.16', to corner of said 20.00 acre tract save and excepted from said 44.04 acre tract, said corner being located 0.45' S03°42'44" E of the south Lot 1A of the Settlement on the Colorado (Plat Cabinet 2, Slide 259-8), said corner of Lot 1A being reestablished from other monume
	Recording No: Volume 385, Page 294, Official Records of Bastrop County, Texas. (As shown hereon. Affects the property surveyed,, located along the east line of Tract 2.)	marking the corners of said Lot 1A, said corner of 20.00 acre tract also being located 0.73' S71°33'20"E of an iron rod found with a r identifier cap with illegible marking;
17.	Intentionally deleted.	THENCE N 03°42'44" W 1568.92' along the east line of said 20.00 acre tract save and excepted from said 44.04 acre tract, said line the east line of said Settlement on the Colorado to the north line of said 44.04 acre tract, said point being located 0.45' N 03°42'44" V
<i>18</i> .	Granted to: City of Bastrop Purpose: water line Recording Date: December 14, 1998	rod found at the northeast corner of said Settlement on the Colorado, said point in the north line of said 44.04 acre tract also being 1 573.58' N87°51'25"E of a concrete marker found at the northwest corner of said 44.04 acre tract;
	Recording No: Volume 952, Page 256, Official Records of Bastrop County, Texas. (As shown hereon. Affects the property surveyed, located along the south line of Tract 1.)	THENCE N 87°51'25" E 669.32' along the north line of said 44.04 acre tract also being the north line of said 24.04 acre tract to the beginning, this tract having an area of 23.885 acres.
19.	Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document, as shown on the Survey: Granted to: City of Bastrop Purpose: Public Utility Easement and Temporary Access & Construction Easement	BOUNDARY DESCRIPTION (AS SURVEYED)
	Recording Date: September 13, 2021 Recording No: 202119722; corrected by Instrument No. 202217429, Official Public Records of Bastrop County, Texas.	TRACT 2: 0.158 ACRES of land in the City of Bastrop, Bastrop County, Texas, being out of Lot 1A of the Settlement on the Colorado (Plat Cabi
	Affects: Tract 1 (As shown hereon. Affects the property surveyed, located in the area near the southwest corner of Tract 1.)	2598), said subdivision being out of the Nancy Blakey Survey, Abstract 98, said 0.158 acres being all of said Lot 1A save and except (described in the deed from Victoria Bank & Trust Company - Central to Mohammad Mike Mematpour dated May 12, 1990, recorded 572, Page 263, Bastrop County Official Public Records, said Lot 1A being described in deed as Tract G in the deed from Charles Gord
20. 21.	Intentionally deleted. Any rights, easements, interests or claims which may exist by reason of or reflected by overhead utility lines along and	Charles Gordon Rosanky, Trustee of the Charles Gordon Rosanky Family Trust dated August 10, 1998, and recorded in Volume 953, Bastrop County Official Public Records. BEGINNING at the southeast corner of said Lot 1A, said corner being marked by an iron rod found with a red plastic identifier cap
22.	across Tract 1. (As shown on the Survey) Any rights, easements, interests or claims which may exist by reason of or reflected by gas and fiber optic lines across the	marking. THENCE along the south line of said Lot 1A with a curve turning to the left with an arc length of 50.05', with a radius of 5208.7
22	south line of Tracts 1 & 2. (As shown on the Survey)	chord bearing of N 81°40'19" W, with a chord length of 50.05' to the southwest corner of said Lot 1A, said corner being marked 1/2" iron rod; THENCE N 05°34'33" E 80.11' along the west line of Lot 1A and the east line of Settlement Drive to the southwest corner of said 0.
23.	Any rights, easements, interests or claims which may exist by reason of or reflected by encroachment/protrusion of fence along the east and west lines of Tract 1. (As shown on the Survey)	said corner being located N 84°22'20" W 0.24' of a found ½" iron rod; THENCE with the south, east, and north boundaries of said 0.017 acre tract as follows:
24.	Denial of Access along a portion of the south line of Tract 1 according to TXDOT Plat AUS026504AF. (As shown on the Survey)	 S 84°22'20" E 23.93' to the southeast corner of said tract, said corner being marked with a found ½" iron rod; N 05°39'34" E 30.04' to the northeast corner of said tract, said corner being marked with a found ½" iron rod; N 84°22'09" W 23.97' to the west line of said Lot 1A and the east line of said Settlement Drive, said point being the northwest
25. Tari	Section 14 of the Conditions of this policy is hereby deleted.	tract, said corner being marked with a found ½" iron rod; THENCE along the west line of Lot 1A and the east line of Settlement Drive as follows:
2.	Address(es) of the surveyed property if disclosed in documents provided to or obtained by the surveyor, or observed while conducting the fieldwork As shown hereon (Tract 1). No address observed (Tract 2).	 N 05°34'33" E 166.43' to the beginning of a curve to the left, said point being marked with a found ½" iron rod; with said curve turning to the left with an arc length of 53.67', with a radius of 330.00', with a chord bearing of N 00". with a chord length of 53.61', to the north corner of said Lot 1A in the east line of said Settlement on the Colorado, said corner be
3.	Flood zone classification depicted by scaled map location and graphic plotting only As shown hereon.	with a found ½" iron rod; THENCE S 03°42'44" E 336.82' with the east line of said Settlement on the Colorado and the east line of said Lot 1A to the point of
4. 7.	Gross land area (and other areas if specified by the client) As shown hereon. (a) Exterior dimensions of all buildings at ground level As shown hereon.	this tract having an area of 0.158 acres (6884 square feet), as shown on the accompanying plat. Bearings are relative to State Plane NAD 83(2011), Texas Central Zone. Distances and areas reflect the application of a combined scale factor of 1.00003 and thus repre measurements. Set stakes are 1/2" rebar with Westwood plastic identifier caps.
8 .	Substantial features observed in the process of conducting the fieldwork (in addition to the improvements and features required pursuant to Section 5 above) (e.g., parking lots, billboards, signs, swimming pools, landscaped areas, substantial	
14	areas of refuse) As shown hereon.	DESCRIPTION FROM TITLE COMMITMENT
14. 16.	As specified by the client, distance to the nearest intersecting street As shown hereon. Evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the	23.885 ACRES OF LAND, IN THE CITY OF BASTROP, BASTROP COUNTY, TEXAAS, BEING OUT OFF THE NANCY BLAKEY SURVEY, ABST.RACT 98:
NOT	fieldwork None observed. FS	SAID 23.885 ACRES BEING ALL OF THAT TRACT OF LAND TITLED AS TRACT A IN THE DEED FROM CHARLES GORDON ROSANKY TO CHARLES GORDON ROSANKY, TRUSTEE OF THE CHARLES GORDON ROSANKY FAMILY TRUST DATED AUGUST 10, 1998, AND RECORDED IN VOLUME 953, PAGE 533, OFFICIAL PUBLIC RECORDS, SAID TRACT A BEING DESCRIBED AS 44.04 ACRES SAVE AND EXCEPT 20.00 ACRES LEAVING 24.04 ACRES.
<u>1.</u>	ES Bearing system for this survey is based on the State Plane Coordinate System, North American Datum of 198.3 (2011), Texas Central Zone 4203.	THENCE S 02°19'53" E 1604.33' ALONG THE EAST LINE OF SAID 44.04 ACRE TRACT ALSO BEING THE EAST LINE OF SAID 24.04 ACRE TRACT, AT 124.39' PASSING 0.40' TO THE RIGHT OF A 1/2" IRON ROD WITH A PLASTIC IDENTIFIER CAP MARKED "RPLS
2	Distances and areas reported have been scaled by applying the TxDOT surface adjustment factor of 1.00003.	4094" FOUND MARKING THE COMMON CORNER BETWEEN LOTS 16 AND 17, BLOCK L, RIVERSIDE GROVE SUBDIVISION PHASE 6 (PLAT CABINET 4, SLIDE 52-B), AT 214.83' PASSING 0.42' TO THE RIGHT OF A 1/2" IRON ROD WITH A PLASTIC IDENTIFIER CAP MARKED "RPLS 4094" FOUND MARKING THE COMMON CORNER BETWEEN LOTS 7 AND 16, BLOCK L, RIVERSIDE GROVE
۷.	Subject property is shown on the National Flood Insurance Program Flood Insurance Rate Map for Bastrop County, Texas and Incorporated Areas, Map No. 48021C0355E, Community-Panel No. 481193 0.355 E, Revised Date: January 19, 2006.	SUBDIVISION PHASE 6, AT 305.33' PASSING 0.29' TO THE RIGHT OF A 1/2" IRON ROD WITH A PLASTIC IDENTIFIER CAP MARKED "RPLS 4094" FOUND MARKING THE COMMON CORNER BETWEEN LOTS 6 AND 7., BLOCK L, RIVERSIDE GROVE SUBDIVISION PHASE 6, AT 582.98' PASSING A 1/2" IRON ROD FOUND MARKING THE NORTHWEST CORNER OF LOT 7, BLOCK B OF RIVERSIDE
	All of the subject property is shown to be located in Zone "X" on said map. The location of the said floodzones is based on said map, is approximate and is not located on the ground. Relevant zones are defined on said map as follows:	GROVE SUBDIVISION PHASE 1 (PLAT CABINET 3, PAGE 118-B), AT 1412.92' PASSING A 1/2" IRON ROD FOUND MARKING THE SOUTHWEST CORNER OF SAID LOT 7, CONTINUING ALONG THE EAST LINES OF SAID 44.04 ACRE AND 24.04 ACRE TRACTS AND ALONG THE WEST LINE OF SAID RIVERSIDE GROVE SUBDIVISION PHASE 1 TO THE SOUTHEAST CORNER OF SAID 44.04 ACRE
	Zone "X" (Unshaded) - Other Areas: Areas determined to be outside 0.2% annual chance flood plain.	TRACT ALSO BEING THE SOUTHEAST CORNER OF SAID 24.04 ACRE TRACT, SAID CORNER BEING CALLED THE NORTH LINE OF STATE HIGHWAY 71 (NO DEED FOUND);
	Zone "X" (Shaded) - Other Flood Areas: Areas of 02% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.	THENCE S 87°19'49" W 436.55' ALONG THE SOUTH LINE OF SAID 44.04 ACRE TRACT ALSO BEING THE SOUTH LINE OF SAID 24.04 ACRE TRACT, SAID LINE BEING CALLED THE NORTH LINE OF STATE HIGHWAY 71 (NO DEED FOUND) TO THE EAST CORNER OF THE 11.534 ACRE TRACT OF LAND DESCRIBED IN THE RIGHT OF WAY DEED TO THE STATE OF TEXAS RECORDED IN VOLUME 148
3.	This survey is based on deeds, easements and/or recorded plats and other records furnished by the client and/or the client's representative as well as significant visible monuments found on the subject property and adjacent properties, field	PAGE 299, BASTROP COUNTY DEED RECORDS, SAID CORNER BEING IN THE NORTH LINE OF HIGHWAY 71 AND BEING MARKED WITH A 1/2" IRON ROD FOUND WITH AN ALUMINUM DISK MARKED "TXDOT";
	measurements and evidence of boundaries found on the ground. However, this survey shall not represent warranty of title or guarantee of ownership. The surveyor did not abstract the subject property. This survey was performed with the benefit of a current title abstract provided by Chicago Title Insurance Company, GF No. 4712023439-A, effective date April 30, 2023,	THENCE ALONG THE NORTH LINE OF SAID 11.534 ACRE TRACT BEING THE NORTH LINE OF SAID STATE HIGHWAY 71 WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 199.17', WITH A RADIUS OF 5358.89", WITH A CHORD BEARING OF N 80°33'20" W, AND WITH A CHORD LENGTH OF 199.16", TO THE SOUTHEAST CORNER OF SAID 20.00 ACRE TRACT SAVE AND
4.	issued May 25, 2023. All underground utility information depicted on the survey is based on available record information on file at the City of	EXCEPTED FROM SAID 44.04 ACRE TRACT, SAID CORNER BEING LOCATED 0.45' S03°42'44"E OF THE SOUTHEAST CORNER OF LOT 1A OF THE SETTLEMENT ON THE COLORADO (PLAT CABINET 2, SLIDE 259-8), SAID CORNER OF LOT 1A BEING REESTABLISHED FROM OTHER MONUMENTS FOUND MARKING THE CORNERS OF SAID LOT 1A, SAID CORNER OF 20.00 ACRE
	Bastrop and the appropriate public utility companies. This information has been verified where possible by visible utility appurtenances. The surveyor cannot guarantee the accuracy or completeness of these records. Lacking excavation, the exact location of underground utilities cannot be accurately, completely and reliably depicted. Where additional or more detailed	TRACT ALSO BEING LOCATED 0.73' S71°33'20"E OF AN IRON ROD FOUND WITH A RED PLASTIC IDENTIFIER CAP WITH ILLEGIBLE MARKING;
	information is required, the client is advised that excavation may be necessary. The Surveyor has contacted the Texas One Call System (DigTess) and depicted hereon the visible and apparent markings on the ground as a result of locate #2358693843.	THENCE N 03°42'44" W 1568.92" ALONG THE EAST LINE OF SAID 20.00 ACRE TRACT SAVE AND EXCEPTED FROM SAID 44.04 ACRE TRACT, SAID LINE NOW BEING THE EAST LINE OF SAID SETTLEMENT ON THE COLORADO TO THE NORTH LINE OF SAID 44.04 ACRE T.RACT, SAID POINT BEING LOCATED 0.45' N 03°42'44"W OF A 1/2" IRON ROD FOUND AT THE NORTHEAST CORNER
5.	#2330033043. This survey does not provide a determination or opinion concerning the location or existence of wetlands, faultlines, toxic or hazardous waste areas, subsidence, subsurface and environmental conditions or geological issues. No statement is made	OF SAID SETTLEMENT ON THE COLORADO, SAID POINT IN THE NORTH LINE OF SAID 44.04 ACRE TRACT ALSO BEING LOCATED 573.58' N87°51'25"E OF A CONCRETE MARKER FOUND AT THE NORTHWEST CORNER OF SAID 44.04 ACRE TRACT;
r	concerning the suitability of the subject tract for any intended use, purpose or development.	THENCE N 87°51'25" E 669.32' ALONG THE NORTH LINE OF SAID 44.04 ACRE TRACT ALSO BEING THE NORTH LINE OF SAID 24.04 ACRE TRACT TO THE POINT OF BEGINNING, THIS TRACT HAVING AN AREA OF 23.885 ACRES.
6. 7	Square footage totals shown hereon or referenced herein are based on mathematical closures and do not necessarily represent the positional accuracy of the boundary monuments. The word "certify" or "certificate" as shown and used hereon means an expression of professional opinion regarding the facts	NOTE: COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT
7. 8	of the survey and does not constitute a warranty or guarantee, expressed or implied.	LOT 1A, SETTLEMENT ON THE COLORADO, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT CABINET NO. 2, PAGE 2598, PLAT RECORDS, BASTROP COUNTY, TEXAS, SAVE AND EXCEPT 0.017 ACRE PARCEL DESCRIBED IN VOLUME 572, PAGE 263, OFFICIAL RECORDS, BASTROP COUNTY, TEXAS IN EXHIBIT A-3 ATTACHED THERETO.
<i>8</i> .	Except as specifically stated or shown on this plat, this survey does not purport to reflect any of the following which may be applicable to the subject tract: easements; building setback lines; restrictive covenants; subdivision restrictions; zoning or other land-use regulations; Agreements; Lease Agreements; and ownership title evidence.	
9.	Any declaration made hereon or herein is made to the original purchaser of the survey. It is not transferable to additional institutions or subsequent owners.	LEGEND
10.	Intrusions or protrusions are as shown. Whether the intrusion or protrusion rises to the level of being an encroachment is a matter of law which takes into consideration currently unknown conditions.	AC A/C UNIT - GUY ANCHOR SIGN TRAFFIC SIGN
<u>SUR</u> Ta:	VEYOR'S CERTIFICATE HLC Communities LLC, a Texas limited liability company;	C6L= UG CABLE MARKER IC HAND HOLE CABLE TEL □ TELEPHONE BOX C0 • CLEANOUT IT HAND HOLE TELEPHONE TEL= UG TELEPHONE MARKER CV CABLE VAULT ICV® IRRIGATION CONTROL VALVE IR W TRASH CAN
ιu.	ALC Communities LLC, a Texas limited liability company; Charles Gordon Rosanky, Trustee of the Charles Gordon Rosanky Family Trust; Chicago Title Insurance Company; Hayden Lunsford: and	ELECTRIC BOX LSXX LIGHT STANDARD TRAFFIC SIGNAL ELECO ELECTRIC MANHOLE MHO MANHOLE (TYPE UNKNOWN) TSCD TRAFFIC SIGNAL CONTROL EM® ELECTRIC METER MBD MAILBOX TSP • TRAFFIC SIGNAL POLE EV ELECTRIC VAULT MW® MONITORING WELL TS P • TRAFFIC SENSOR
Thic	Hayaen Lunsfora: and Wick Phillips Gould & Martin, LLP: is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum	LEC UG ELECTRIC MARKER NPB NEWSPAPER STAND IST TEST STA. (TYPE UNKNOWN) FDC FIRE DEPT. CONN. PB PULL BOX (TYPE UNKNOWN) IV TELEPHONE VAULT FH FIRE HYDRANT PB PULL BOX ELECTRIC ST
Stan Item	dard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes s 2, 3, 4, 7(a), 8, 14 and 16 of Table A thereof. field work was completed on May 1, 2023.	FIB FIB. OPTIC MANHOLE PBF PULL BOX FIBER OPTIC TC P TRAFF.IC CAMERA FP• FLAG POLE PBT PULL BOX TELEPHONE TELO TELEPHONE MANHOLE FL ^{MC} FLOOD LIGHT PH V PHONE TUV VAULT (TYPE UNKNOWN)
	rield work was completed on May 1, 2023. 2 of Plat or Map: June 27, 2023.	FV FIBER OPTIC VAULT PLMT UG PIPELINE MARKER INT VENT GAS T UG GAS MARKER PMO PARKING METER WIRT UG WATER MARKER GAS GAS MANHOLE PPOWERPOLE WMO WATER METER

Last O'Verol Michael Jack Needham **Registered Professional Land Surveyor** No. 5183 Michael.Needham@westwoodps.com www.westwoodps.com



GMO GAS METER GP• GUY POLE

GPT GAS PUMP

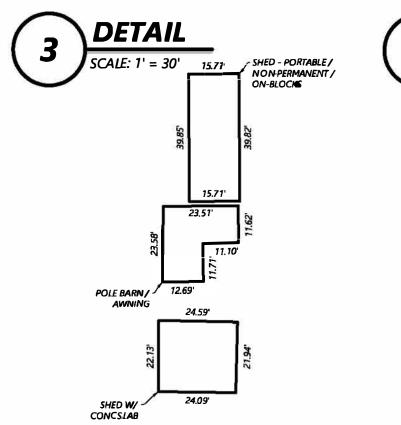
GV GAS VAULT

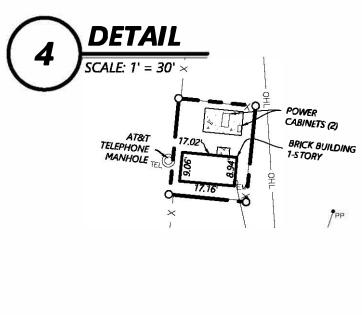
GV⊗ **GAS VALVE**

GTO GREASE TRAP

GAS TEST STATION

GPST---GOAL POST





op, Bastrop County, Texas, being out of the Nancy Blakey Survey, Abstract 98, said 23.885 acres being the deed from Charles Gordon Rosanky to Charles Gordon Rosanky, Trustee of the Charles Gordon 98, and recorded in Volume 953, Page 533, Bastrop County Official Public Records, said Tract A being 0.00 acres leaving 24.04 acres.

id 44.04 acres also being the northeast corner of said 24.04 acres, said corner being marked by a found

e east line of said 44.04 acre tract also being the east line of said 24.04 acre tract, at 124.39' passing lastic identifier cap marked "RPLS 4094" found marking the common corner between Lots 16 and 17, 6 (Plat Cabinet 4, Slide 52-B), at 214.83' passing 0.42' to the right of a 1/2" iron rod with a plastic narking the common corner between Lots 7 and 16, Block L, Riverside Grove Subdivision Phase 6, at ron rod with a plastic identifier cap marked "RPLS 4094" found marking the common corner between livision Phase 6, at 582.98' passing a 1⁄2" iron rod found marking the northwest corner of Lot 7, Block B t Cabinet 3, Page 118-8), at 1412.92' passing a 1/2" iron rod found marking the southwest corner of said nid 44.04 acre and 24.04 acre tracts and along the west line of said Riverside Grove Subdivision Phase 1 tract also being the southeast corner of said 24.04 acre tract, said corner being called the north line of

e south line of said 44.04 acre tract also being the south line of said 24.04 acre tract, said line being (no deed found) to the east corner of the 11.534 acre tract of land described in the right of way deed to Page 299, Bastrop County Deed Records, said corner being in the north line of Highway 71 and being aluminum disk marked "TxDOT";

34 acre tract being the north line of said State Highway 71 with a curve turning to the left **with an arc 8.89**, with a chord bearing of N 80°33'20" W, and with a chord length of 199.16', to the southeast cepted from said 44.04 acre tract, said corner being located 0.45' S03°42'44" E of the southeast corner of (Plat Cabinet 2, Slide 259-8), said corner of Lot 1A being reestablished from other monuments found orner of 20.00 acre tract also being located 0.73' S71°33'20"E of an iron rod found with a red plastic

the east line of said 20.00 acre tract save and excepted from said 44.04 acre tract, said line now being prado to the north line of said 44.04 acre tract, said point being located 0.45' N 03°42'44"W of a ½" iron Settlement on the Colorado, said point in the north line of said 44.04 acre tract also being located found at the northwest corner of said 44.04 acre tract;

e north line of said 44.04 acre tract also being the north line of said 24.04 acre tract to the point of

Bastrop County, Texas, being out of Lot 1A of the Settlement on the Colorado (Plat Cabinet 2, Slide ancy Blakey Survey, Abstract 98, said 0.158 acres being all of said Lot 1A save and except 0.017 acres Trust Company - Central to Mohammad Mike Mematpour dated May 12, 1990, recorded in Volume blic Records, said Lot 1A being described in deed as Tract G in the deed from Charles Gordon Rosanky to harles Gordon Rosanky Family Trust dated August 10, 1998, and recorded in Volume 953, Page 533,

id Lot 1A, said corner being marked by an iron rod found with a red plastic identifier cap with illegible

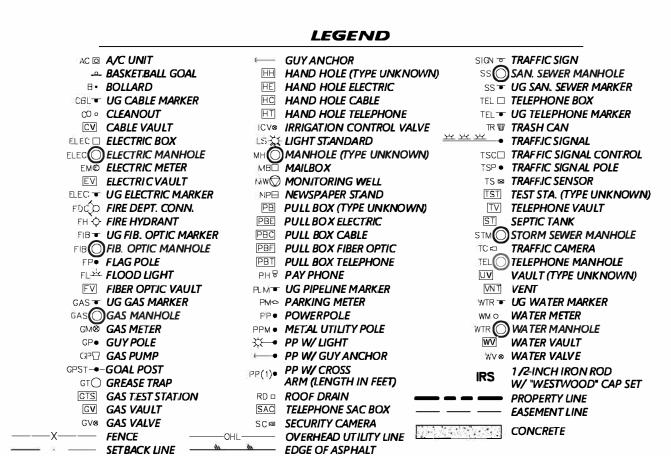
A with a curve turning to the left with an arc length of 50.05', with a radius of 5208.71', with a a chord length of 50.05' to the southwest corner of said Lot 1A, said corner being marked with a found

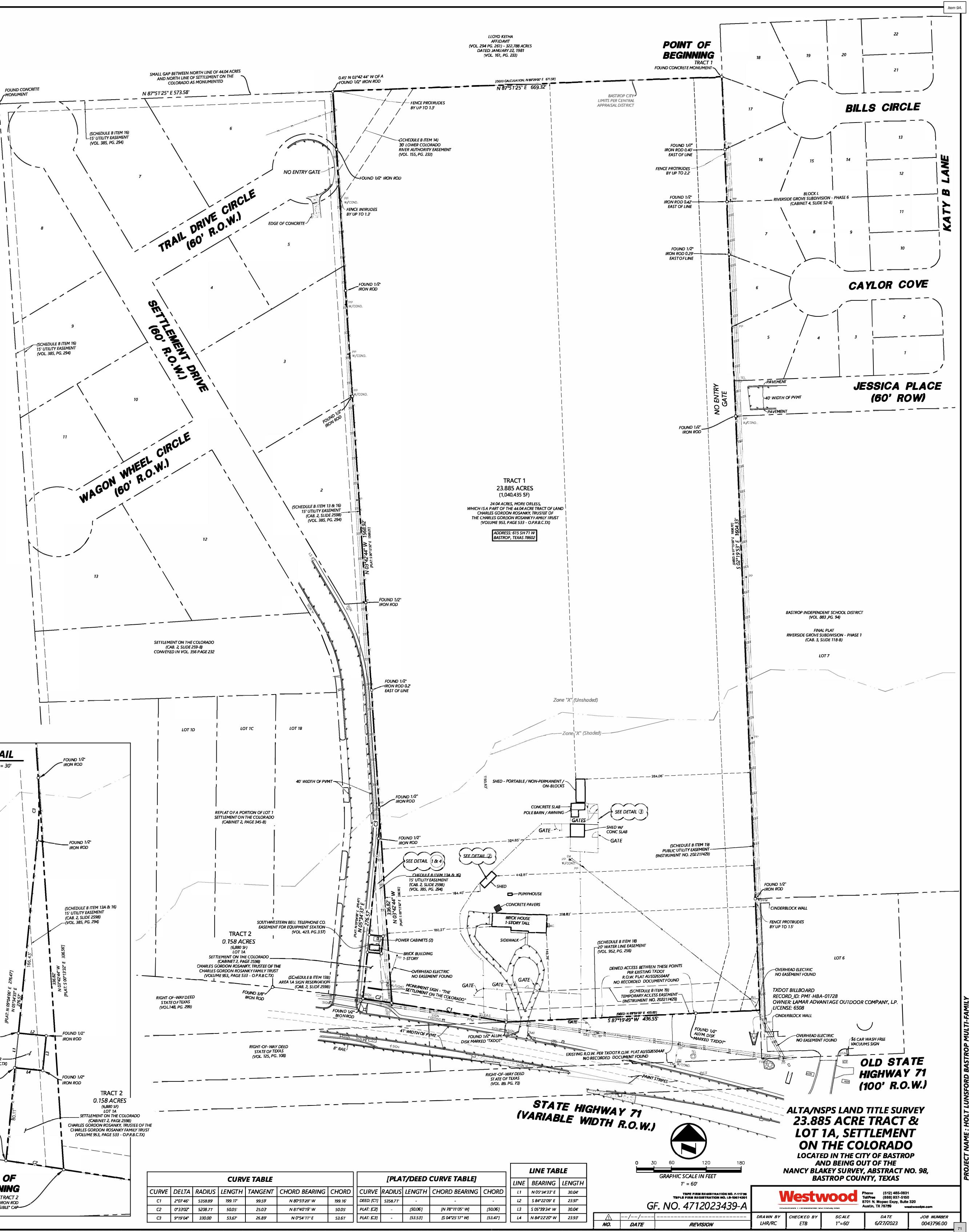
west line of Lot 1A and the east line of Settlement Drive to the southwest corner of said 0.017 acre tract,).24' of a found ½" iron rod;

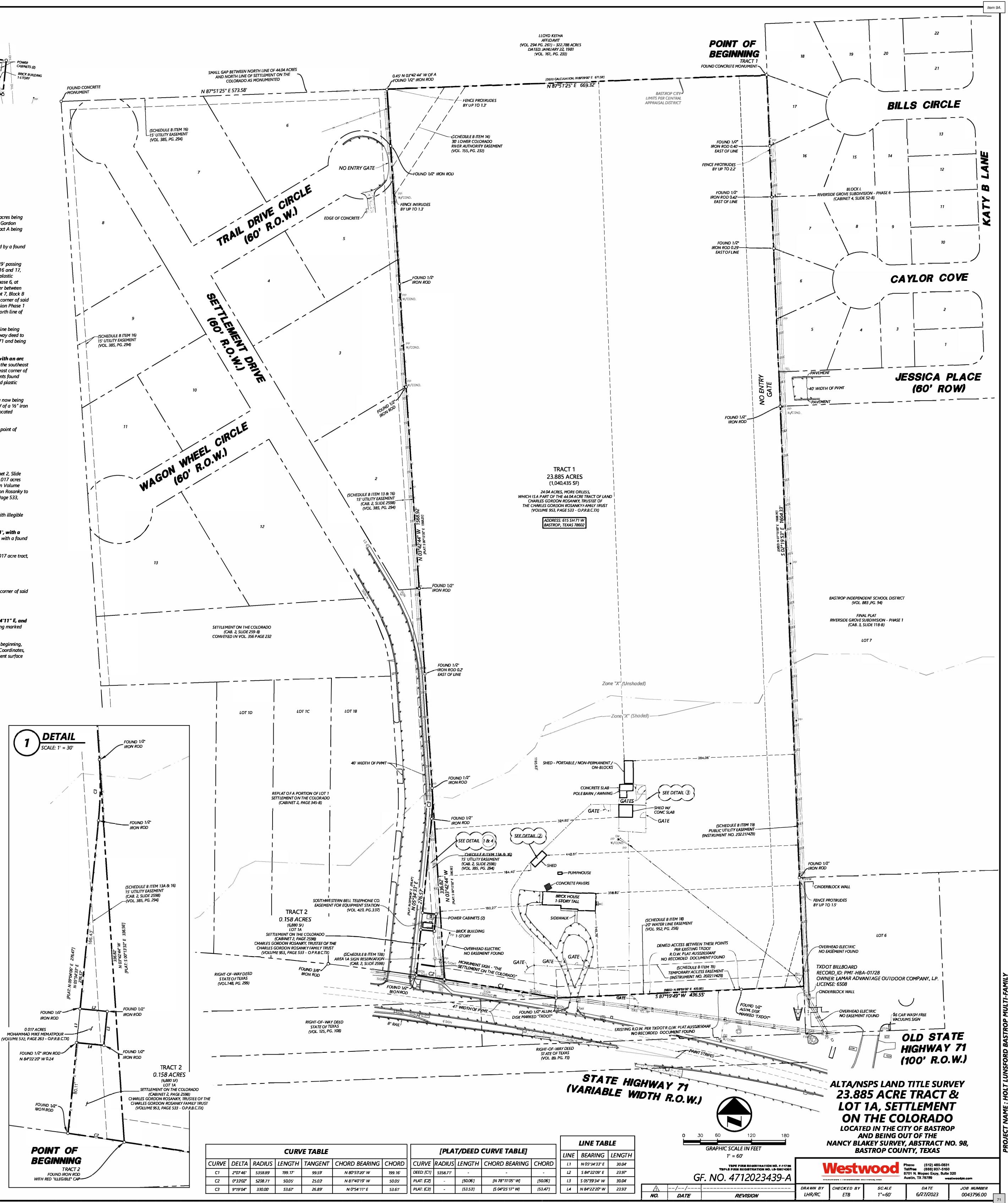
t corner of said tract, said corner being marked with a found ½" iron rod; ne of said Lot 1A and the east line of said Settlement Drive, said point being the northwest corner of said a found ½″ iron rod;

the east line of Settlement Drive as follows: ning of a curve to the left, said point being marked with a found ½" iron rod; ith an arc length of 53.67', with a radius of 330.00', with a chord bearing of N 00°54'11" E, and th corner of said Lot 1A in the east line of said Settlement on the Colorado, said corner being marked

east line of said Settlement on the Colorado and the east line of said Lot 1A to the point of beginning, 884 square feet), as shown on the accompanying plat. Bearings are relative to State Plane Coordinates, ces and areas reflect the application of a combined scale factor of 1.00003 and thus represent surface







												LINE TABLE		
CURVE TABLE						[PLAT/DEED CURVE TABLE]				LINE	BEARING	LENGTH		
DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD	CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	L 1	N 05°34'33" E	30.04'	
2°07'46"	5358.89 [,]	199. 17'	99.59 [,]	N 80"3.3'20" W	199. 16'	DEED: [C1]	5358.71'	-	-	-	L2	S 84°22'09" E	23.97'	
0°33'02"	5208.71	50.05	25.03'	N 81°40'19" W	50.05'	PLAT: [C2]	-	[50.06']	[N 78°11'05" W]	[50.06']	L 3	S 05°39'34" W	30.04'	
9°19'0 4 "	3.30.00'	53.67	26.89'	N 0°54'11" E	53.61'	PLAT: [C3]	-	[53.53]	[\$ 04°25'17" W]	[53.47']	L 4	N 84°22'20" W	23.93'	\square
(NO.

PLANNED DEVELOPMENT DISTRICT

Exhibit B

PD Master Plan

OWNER

ROSANKY, CHARLES G FAMILY TRUST 615 HWY 71 W BASTROP, TX 78602

DEVELOPER

HOLT LUNSFORD HOLDINGS 5950 BERKSHIRE LANE, SUITE 900 DALLAS, TX 75225

<u>ARCHITECT</u>

ARCHON CORPORATION 210 N. PARK BLVD, SUITE 100 GRAPEVINE, TX 76051

<u>ENGINEER</u>

Westwood Professional Services, Inc.

HOLLIS SCHEFFLER, P.E. 8701 N. MOPAC EXPY, SUITE 320 AUSTIN, TEXAS 78759 PHONE: (512) 485-0831

SURVEYOR



MICHAEL JACK NEEDHAM 8701 N. MOPAC EXPY, SUITE 320 AUSTIN, TEXAS 78759 PHONE: (512) 485-0831

LEGAL DESCRIPTION:

A98 BLAKEY, NANCY, ACRES 23.0400



Westwood Professional Services, Inc. TBPE FIRM REGISTRATION NO. F-11756 TBPLS FIRM REGISTRATION NO. LS-10074301

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ZONING CONCEPT PLANS FOR **REED RANCH** 615 SH 71 W BASTROP TX, 78602



VICINITY MAP (1"=2000')

PROJECT ZONING:

P-2

PROJECT ADDRESS:

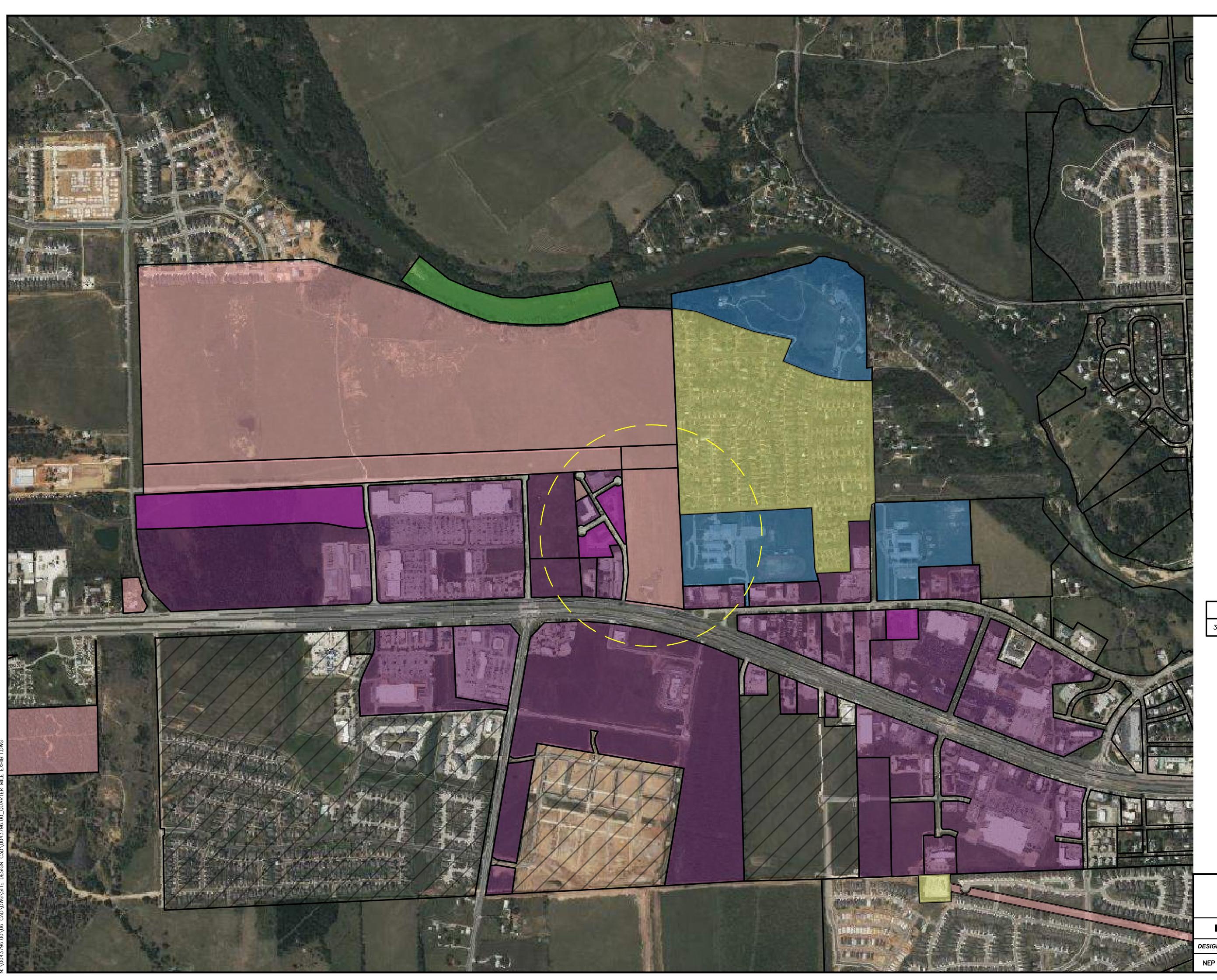
615 SH 71 W

SUBMITTAL DATE:

JULY 10, 2032

REVISIONS REVISIONS 0.0 DATE DESCRIPTION BY 615 SH 71 W Image: Colspan="2">Image: Colspan="2" Image:	REVISIONS No. DATE DESCRIPTION
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	PRELIMINARY REED RANCH NOT FOR CONSTRUCTION NOT FOR CONSTRUCTION NOT FOR CONSTRUCTION EISUED FOR THE Not FOR CONSTRUCTION 615 SH 71 W BURPOSE OF SCHEMATIC REVIEW ONLY 615 SH 71 W AND IS NOT INTENDED FOR PERMITTING, BIDDING, OR CONSTRUCTION PURPOSES. BASTROP TX, 78602 PLANS PREPARED UNDER THE DIRECT SUPERVISION OF HOLLIS ANI SCHEFTER, P.E. TEXAS BASTROP TX, 78602 DATE: xx/xx/xxx COVER
REED RANCH 615 SH 71 W BASTROP TX, 78602 COVER	DESIGN DAMAN NOT FOR CONSTRUCTION THIS DOCUMENT IS ISSUED FOR THE PURPOSE OF SCHEMATIC REVIEW ONLY AND IS NOT INTENDED FOR PERMITTING, BIDDING, OR CONSTRUCTION PURPOSES. PLANS PREPARED UNDER THE DIRECT SUPERVISION OF HOLLIS ANN SCHEFLER, P.E. TEXAS REGISTRATION NO. 136049.
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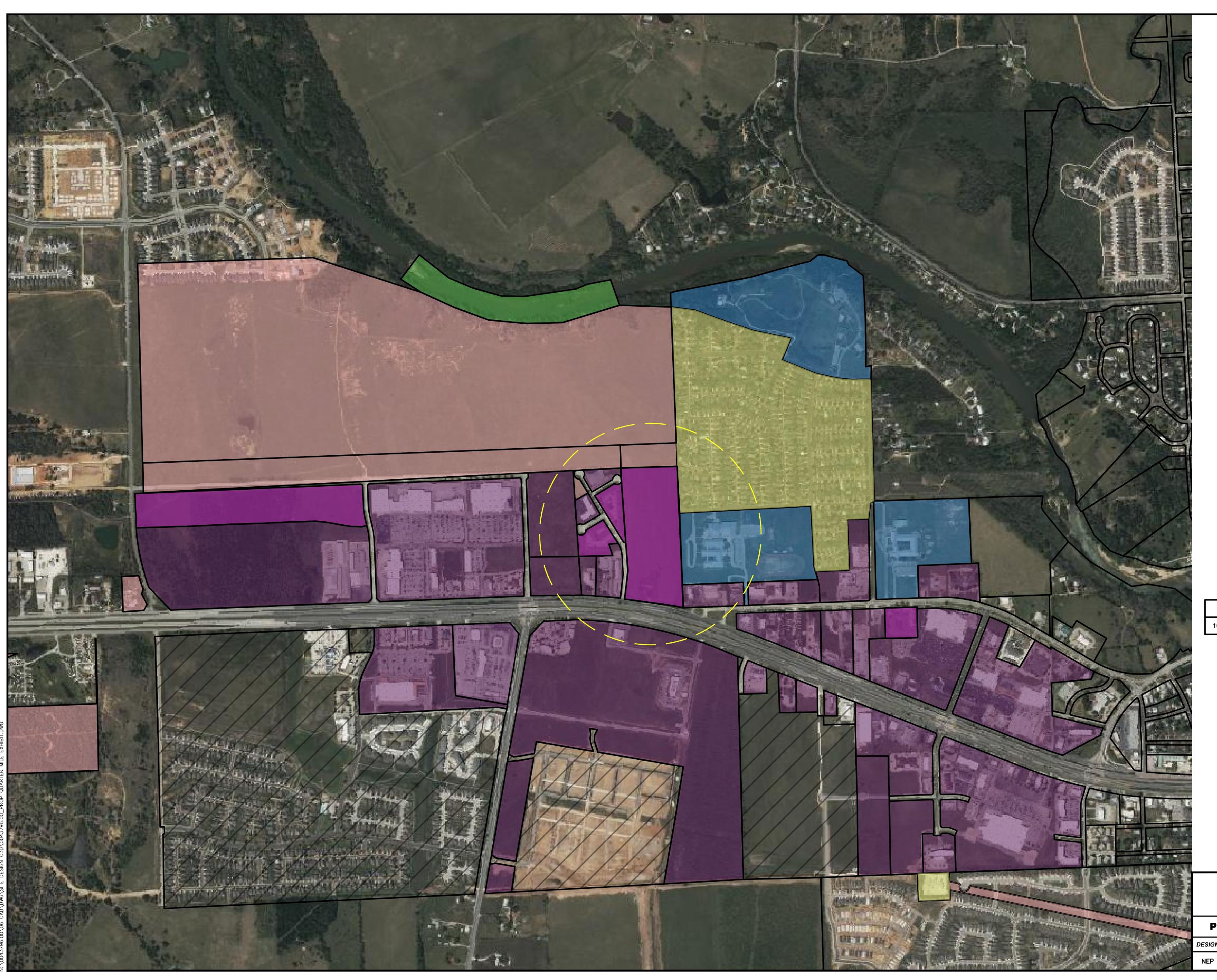
Sheet List Table							
Sheet Number	Sheet Title						
1	COVER						
2	EXISTING PEDESTRIAN SHED						
3	PROPOSED PEDESTRIAN SHED						
4	PD SITE PLAN						
5	LOT AND BLOCK LAYOUT						
6	EXISTING DRAINAGE AREA MAP						
7	PROPOSED DRAINAGE AREA MAP						
8	UTILITY PLAN 1 OF 2						
9	UTILITY PLAN 2 OF 2						



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			GRAPHI	C SCALE I	N FEET	
P2	Р3	P4	CIVIC	P5	TOTAL	1
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						J

//,	PLANNED DEVELOPMENT
	NATURE
	CIVIC SPACE
	RURAL
	NEIGHBORHOOD
	МІХ
	CORE

		two		Toll Free (88	12) 485-0831 38) 937-5150 Expy, Suite 320 59 westwoodp	s.com
				RM REGISTRATIO	ON NO. F-11756 ION NO. LS-10074301	
E	KISTIN	NG PE	DESTR	RIAN S	6HED (1/	4 MILE)
SIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
NEP	NEP	5/31/2023	1"=500'			EXHB



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	P2	Р3	P4	CIVIC	P5	TOTAL
l	10.11%	12.35%	24.53%	14.68%	24.58%	86.91%

	PLANNED DEVELOPMENT
	NATURE
	CIVIC SPACE
	RURAL
	NEIGHBORHOOD
	MIX
	CORE

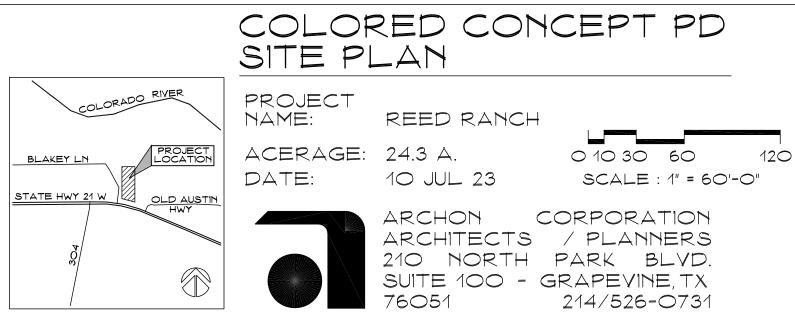
NEP 5/31/2023 1"=500'

				Toll Free (88	12) 485-0831 38) 937-5150 ≿ Expy, Suite 320 59 westwoodp	os.com
				RM REGISTRATIO	ON NO. F-11756 ION NO. LS-10074301	
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SIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.

EXHB

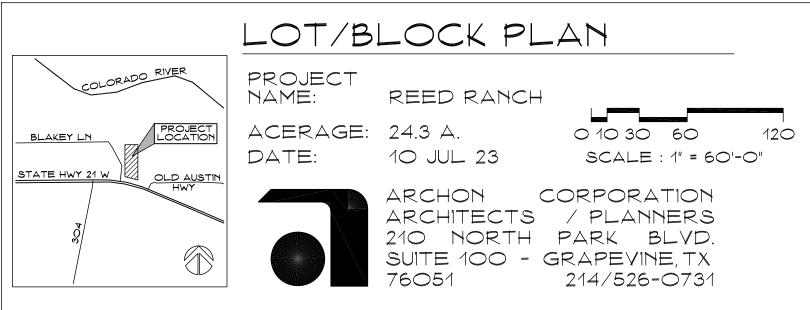


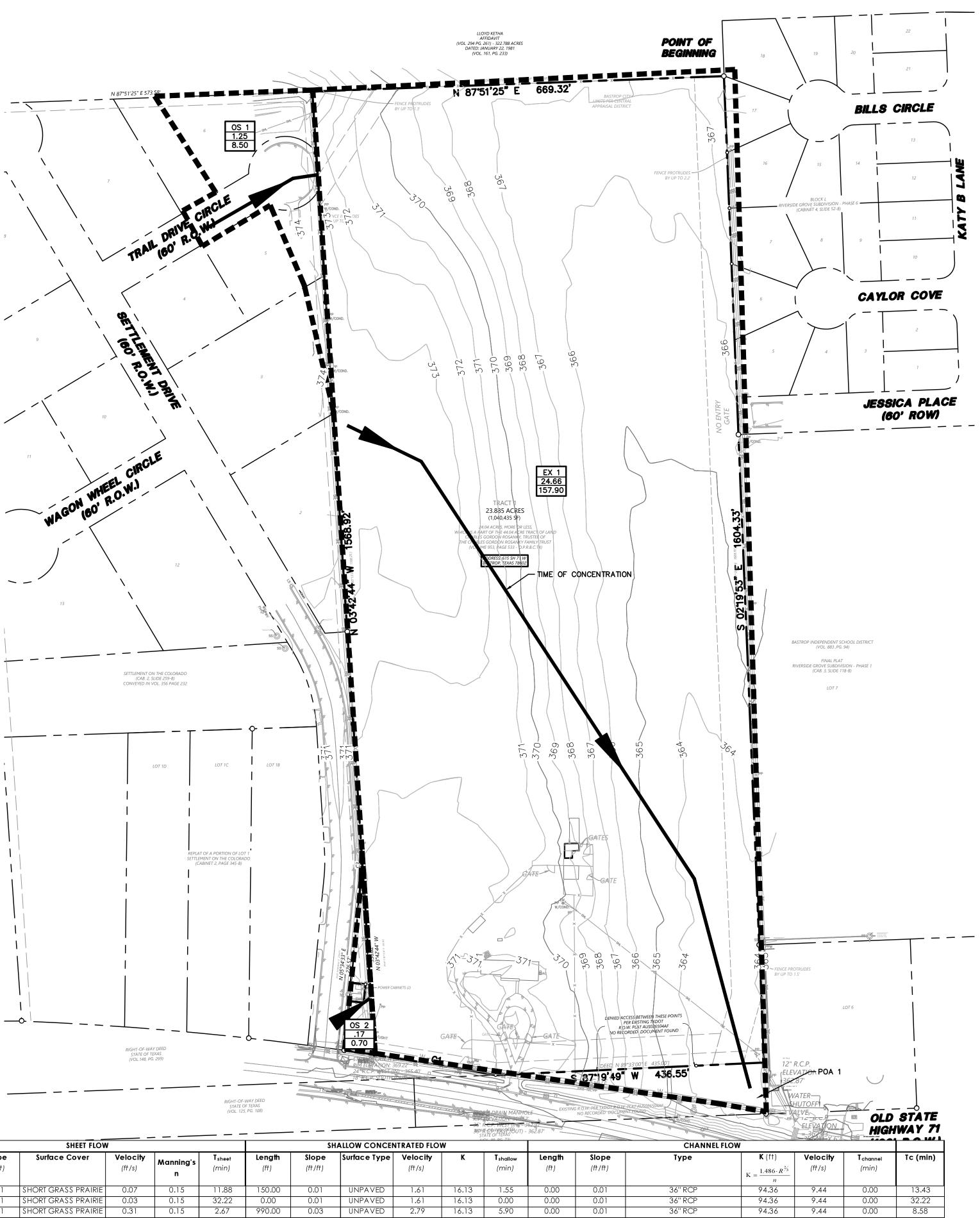
GARY G. WOOD #12202 PRELIMINARY - NOT TO BE USED FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION DATE: 10 JUL 23





ARCHITECT: GARY G. WOOD #12202 PRELIMINARY - NOT TO BE USED FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION DATE: 10 JUL 23 Item 9A.





				SHEET FLOW						
DRAINAGE NUMBER	INLET NUMBER	AREA (acres)	Length (ft)	Slope (ft/ft)	Surface Cover	Velocity (ft/s)	Manning's n	T_{sheet} (min)	Length (ft)	
OS 1	OS 1	1.25	50.00	0.01	SHORT GRASS PRAIRIE	0.07	0.15	11.88	150.00	
OS 2	OS 2	0.17	50.00	0.01	SHORT GRASS PRAIRIE	0.03	0.15	32.22	0.00	
EX 1	EX 1	24.66	50.00	0.01	SHORT GRASS PRAIRIE	0.31	0.15	2.67	990.00	

				2 YEAR	STORM	10 YEAF	RSTORM	25 YEAI	R STORM	100 YEA	RSTORM	
Drainage Area Basin Designation	Drainage Area (ac)	Base Curve Number CN	Lag Time (min)	Impervious Cover %	Runoff Per Drainage Area (cfs)	Routed Cumulative Runoff (cfs)						
O\$ 1	1.25	61	8.06	34.64%	2.50		5.50		6.10		8.50	
OS 1	1.25	61	19.33	0.00%	0.10		0.40		0.50		0.70	
EX 1	24.66	61	5.15	1.32%	27.40		86.20		103.80		157.90	
POA 1					27.40		86.20		103.80		157.90	

			e 320		lte	em 9A.
0 50 100 200 300 GRAPHIC SCALE IN FEET 1"=100" GRAPHIC SCALE IN FEET 1"=100" BOLLARD EM@ BOLLARD EM@ BOLLARD EM@ BOLLARD IGHT STANDARD WMo WATER VALVE ICV@ IRRIGATION CONTROL VALVE FHO FIRE HYDRANT CO CLEANOUT MMO MARTER VALVE ICV@ IRRIGATION CONTROL VALVE FHO FIRE HYDRANT CO CLEANOUT MMO MARTER VALVE ICV@ IRAFFIC SIGNAL CONTROL TSC TRAFFIC SIGNAL POLE TELE TRAFFIC SIGN MO FLAG POLE SIGN TRAFFIC SIGN MICO FLAG POLE SIGN TRAFFIC SIGN MICO	Wetwood		Phone (512) 485-0831 8701 N. Mopac Expy, Suite 320 Toll Free (888) 937-5150 Austin. TX 78759		Westwood Professional Services, Inc. TBPE FIRM REGISTRATION NO. F-469 TBPLS FIRM REGISTRATION NO. LS-100080-00	
DRAINAGE FLOW DIRECTION DRAINAGE FLOW DIRECTION 100-YR FLOODPLAIN LIMITS DRAINAGE DIVIDE		BY				
EX 8 1.00 7.99 EXISTING DRAINAGE AREA ID AREA IN ACRES Q100 IN CUBIC FEET PER SECOND	REVISIONS	D. DATE DESCRIPTION				
		NO.		T		
	REED RANCH		W L/ UC CLO		EXISTING DRAINAGE AREA MAP	
	PRELIMINARY	NOT FOR CONSTRUCTION	AND IS NOT INTENDED FOR PORTICIAN ONLY AND IS NOT INTENDED FOR PERMITTING, PIDDING OP CONSTRUCTION DUPDOSES	PLANS PREPARED UNDER THE DIRECT	SUPERVISION OF HOLLIS ANN SCHEFFLER, P.E. TEXAS REGISTRATION NO. 136049. DATE: xx/xx/xxxx	
	DESI JD\ SHE	N	DRAV CAI		<i>date</i> JULY 2023	
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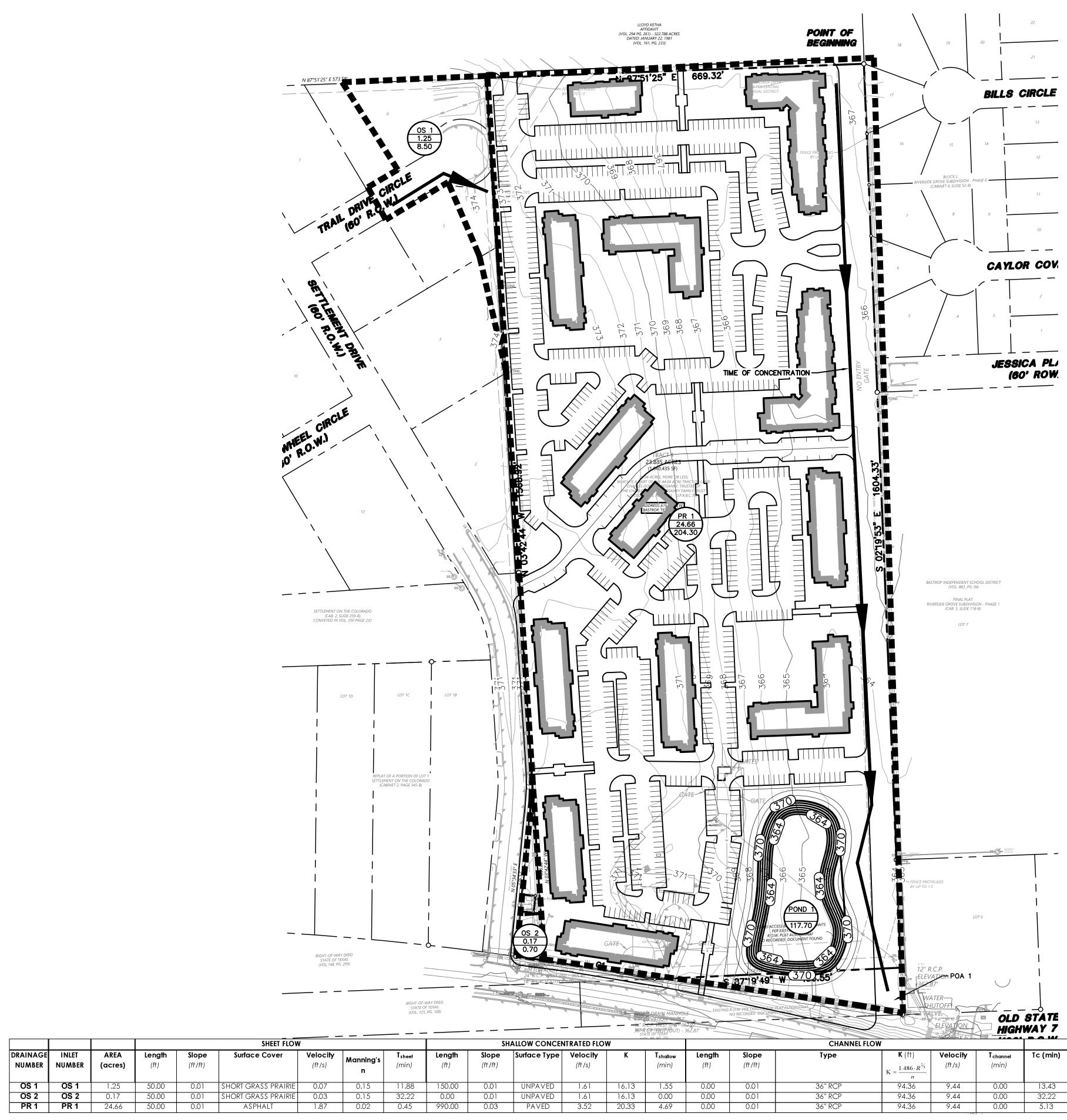


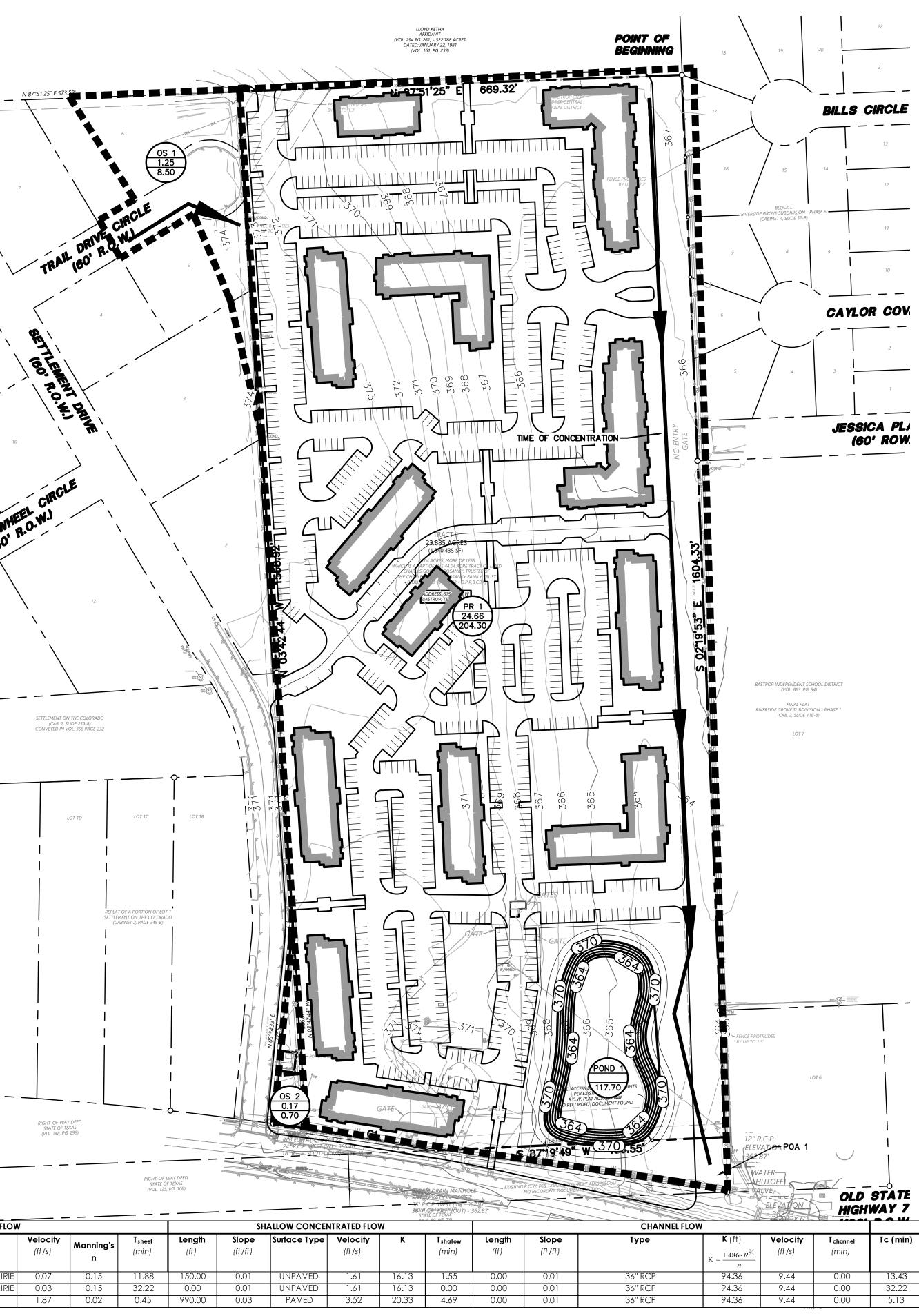
HEC-HMS SUMMARY: DEVELOPED CONDITIONS

Slope

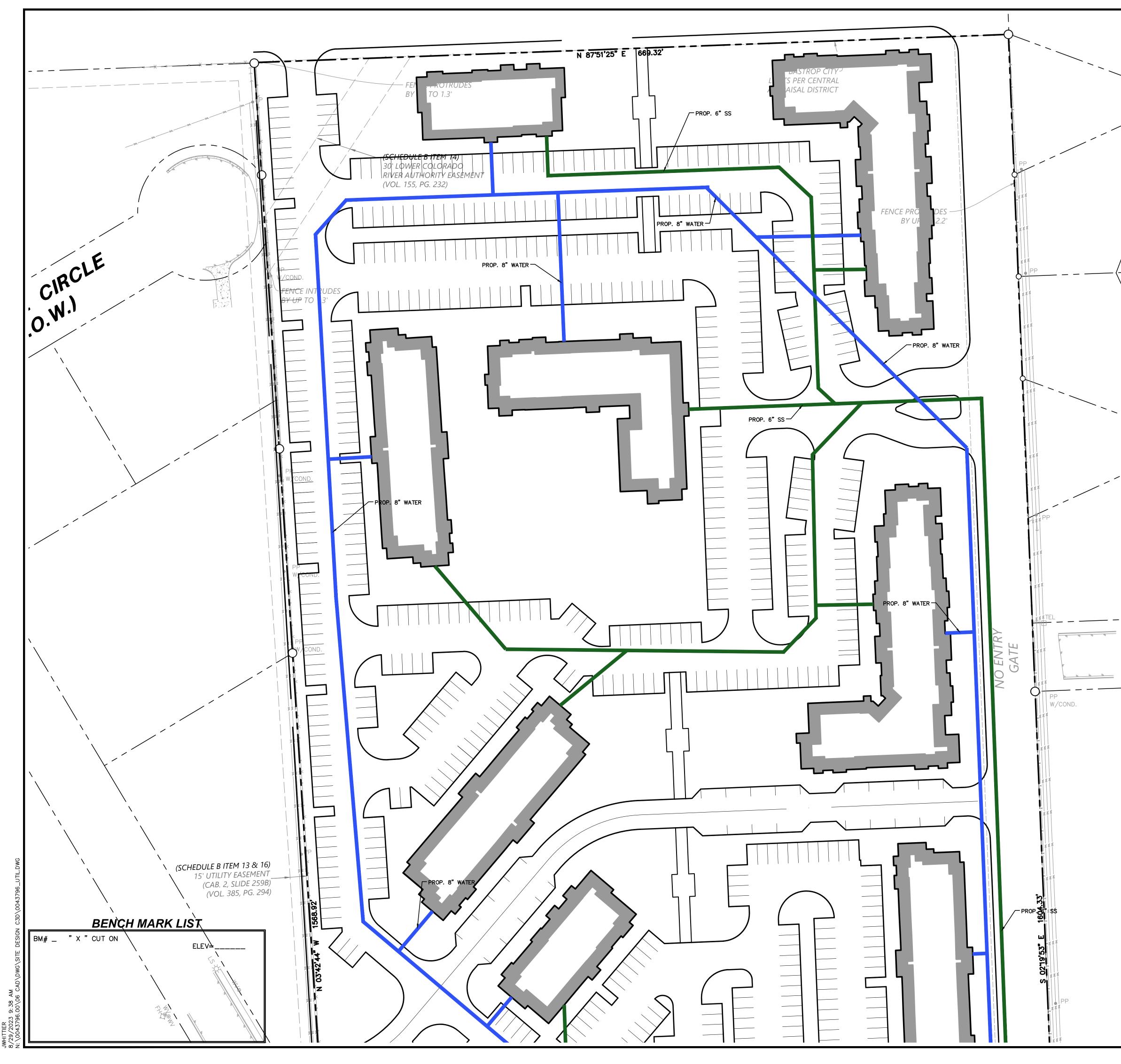
(ft/ft)

						2 YEAR	STORM	10 YEAF	R STORM	25 YEAI	RSTORM	100 YEA	R STORM
Drainage Area Basin Designation	Drainage Area (ac)	Base Curve Number CN	Lag Time (min)	Cumulative Area (ac)	Impervious Cover %	Runoff Per Drainage Area (cfs)	Routed Cumulative Runoff (cfs)						
OS 1	1.25	61	8.06	1.25	34.64%	2.50		5.50		6.10		8.50	
OS 2	0.17	61	19.33	0.17	0.00%	0.10		0.40		0.50		0.70	
PR 1	24.66	61	3.08	24.66	62.90%	78.00		149.00		155.70		204.30	
POND 1							27.20		82.50		91.00		117.70
POA 1						27.20		82.50		91.00		117.70	





0 50 100 GRAPHIC B. EMO PPO LS WNO WVO FHO COO MHO TSC I TSP 0 TELE I SIGN FP SIGN COO MHO TSC I TSP 0 TELE I SIGN COO MHO TSC I TSP 0 TSC I TSP 0 TELE I SIGN COO MHO TSC I TSP 0 TELE I SIGN COO COO MHO TSC I TSP 0 TELE I SIGN COO COO TSC I TSP 0 TELE I SIGN COO COO COO COO COO COO COO CO	 1"=100' BOLLARD ELECTRIC METER POWER POLE LIGHT STANDARD WATER METER WATER VALVE IRRIGATION CONTROL VALVE FIRE HYDRANT CLEANOUT MANHOLE TRAFFIC SIGNAL CONTROL TRAFFIC SIGNAL POLE TELEPHONE BOX FLOOD LIGHT FLAG POLE TRAFFIC SIGN PROPERTY LINE FENCE EXISTING CONTOUR PROPOSED CONTOUR DRAINAGE FLOW DIRECTION 100-YR FLOODPLAIN LIMITS 		(512) 485-0831	Toll Free (888) 937-5150 Austin, TX 78759 westwoodps.com westwoodps.com	Westwood Professional Services, Inc. TBPE FIRM REGISTRATION NO. F-469 TBPLS FIRM REGISTRATION NO. LS-100080-00
U 8 1.00 7.99	DRAINAGE DIVIDE PROPOSED DRAINAGE AREA AREA IN ACRES Q100 IN CUBIC FEET PER SE	COND	DATE DESCRIPTION		
		REED RANCH	615 SH 71 W	BASTROP TX, 78602	PROPOSED DRAINAGE AREA MAP
		PRELIMINARY	THIS DOCUMENT IS ISSUED FOR THE PURPOSE OF SCHEMATIC REVIEW ONLY	ING, OR	SION OF

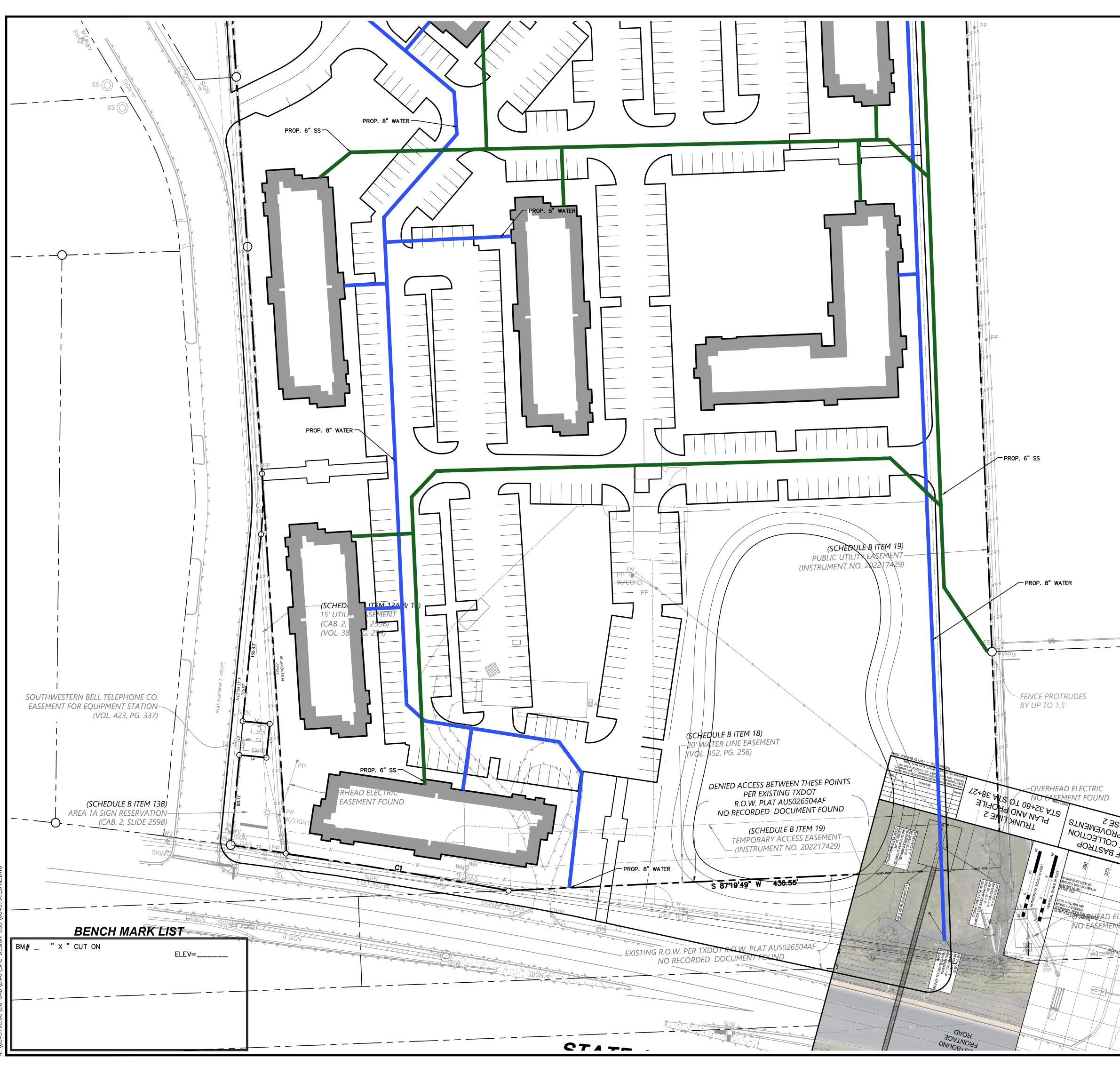


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PLANNED DEVELOPMENT DISTRICT

Exhibit C

Variances, Deviations, Waivers, and Warrants

B3 Code Section	Description	Development Issue	Proposed Alternative & Reasoning
7.1.002(k)	To prevent future conflicts regarding Street	Dedication requirement does not	Allowing for streets to be
7.1.002(R)	maintenance, private Streets are prohibited, except	permit developer to manage and	privately owned, managed, and
	where justified by special considerations.	maintain streets.	maintained is fiscally sustainable.
7.2.003	Street right-of-way must be dedicated	mantan streets.	maintaineu is fiscairy sustainable.
7.3.004	Traffic Lanes: Two lanes at 10 feet each	Complying with health/safety	Permitting 12.5' lanes such that
7.5.004	france carles. Two farles at 10 feet each		the street can meet fire lane
	Devicing Longer, Deth sides nevelled at 0 fact recylind	codes requires lanes to be wider.	
	Parking Lanes: Both sides parallel at 8 feet, marked		requirements meets the intent of
		Only permitting parallel parking	the code and is fiscally
		does not allow for a financially	sustainable. Allowing for head-in
		feasible amount of parking	parking to be 18' is fiscally
		spaces.	sustainable. Project to comply
			with street standards as generally
=======()			shown in Exhibit D.
7.5.002(d)	Storm Drainage Facilities, if equipped to provide Civic	Drainage requires a large portion	An amenitized wet pond with a
	Space, may be counted toward the 10% Civic Place	of the project to be a pond. Not	trail as generally shown in Exhibit
	Type allocations requirement by warrant.	allocating this space toward the	B meets the intent of code, is
		Civic Space requirement makes	fiscally sustainable, and
		project fiscally infeasible.	authentically Bastrop.
7.1.002(h)	Dead-end Streets must be avoided.	Proposed design does not show	For avoidance of doubt, internal
		dead-end streets. Rather, internal	drives culminating into 20'
		drives culminate into left and	walkway easement placed as
		right parking aisles for buildings	generally shown in Exhibit B
		or walkway plazas in line with	meets the intent of code.
		5.2.002(d).	
5.2.002	Preferred block size is 330' by 330'and max block	Drainage block is large due to odd	Allowing for a single larger block
	perimeter of 1,320'	shape of site and need for a large	complies with intent of code.
		pond.	
			Permitting private drives as
		Treating private	thoroughfares for block
		streets/driveways as block	boundaries, as generally shown

		boundaries for this measurement	on Exhibit B is fiscally sustainable
		results in an urban fabric of slow	and meets the intent of code.
		streets, with the plazas acting as	
		traffic calming devices.	
5.2.002(f)	In the P4 Mix, a minimum Residential mix of three	Proposed design elects only	As the project is unlikely to move
	Building Types (not less than 20%) shall be required.	apartment buildings with	forward if a variety of building
		amenity and civic spaces. A	types are required, allowing for a
		variety of building types is not	warrant is fiscally sustainable.
		fiscally sustainable.	
6.5.003	-70 percent max lot coverage;	Project may not meet all build-to-	Permitting lot occupation as
	-60% minimum buildout at build-to-line;	line, façade buildout, or lot	generally shown in Exhibit B is
	-Build-to-line is 5-15 ft	coverage requirements. The 60%	fiscally sustainable.
		buildout line is feasible along	
		publicly dedicated streets but not	
		interior privately owned and	
		maintained streets.	
7.5.002	Plazas not permitted in P4 and require a minimum	Walkway easements/plazas as	Allowing such walkway
	size of ½ acres.	shown on Exhibit B allow for	easements/plazas meets the
		improved site design/walkability.	intent of code in that it improves
			walkability.
6.3.006(5)	On-site surface parking must be located in the Second	With plan for private streets,	Allowing for streets to be
	Layer or Third Layer of each Lot.	project desires to allow for	privately owned, managed, and
		Frontage to be on such private	maintained, as well as allowing
		streets such that layers can be	for corresponding parking
		measured from private streets, as	placement, is fiscally sustainable.
		generally shown on Exhibit B.	

Alternative Methods of Compliance

Private Streets are allowed but shall generally conform to Exhibit D, and to the following:

To the extent the City requests public access for Street C, as generally shown on Exhibit C, such street

1. Shall be on a separate private lot;

- 2. Shall be fully covered by a public access and utility easement;
- 3. Shall not be closed to the public and must be built to the standards found in the City of Bastrop Construction Standards Manual;
- 4. Shall have a street tree every 30 feet;
- 5. Shall have Pedestrian lighting every 60 feet;
- 6. Shall provide streetlights at all intersections, dead ends, and dangerous curves. In no instance shall the street lighting exceed 165 feet from the nearest streetlight;
- 7. Shall require lots with more than 80 feet of street frontage to provide driveway spacing of 300 feet (except for the closest driveways on Street C to Settlement Road);
- 8. Shall require pavement width as generally shown on Exhibit C.

The project shall comply with the below maintenance plan for the private streets as generally shown on Exhibit C:

- a. Crack Seal: Years 1-5
- b. Seal Coat: Years 6-10
- c. Resurface and Rehabilitation: 11-25.

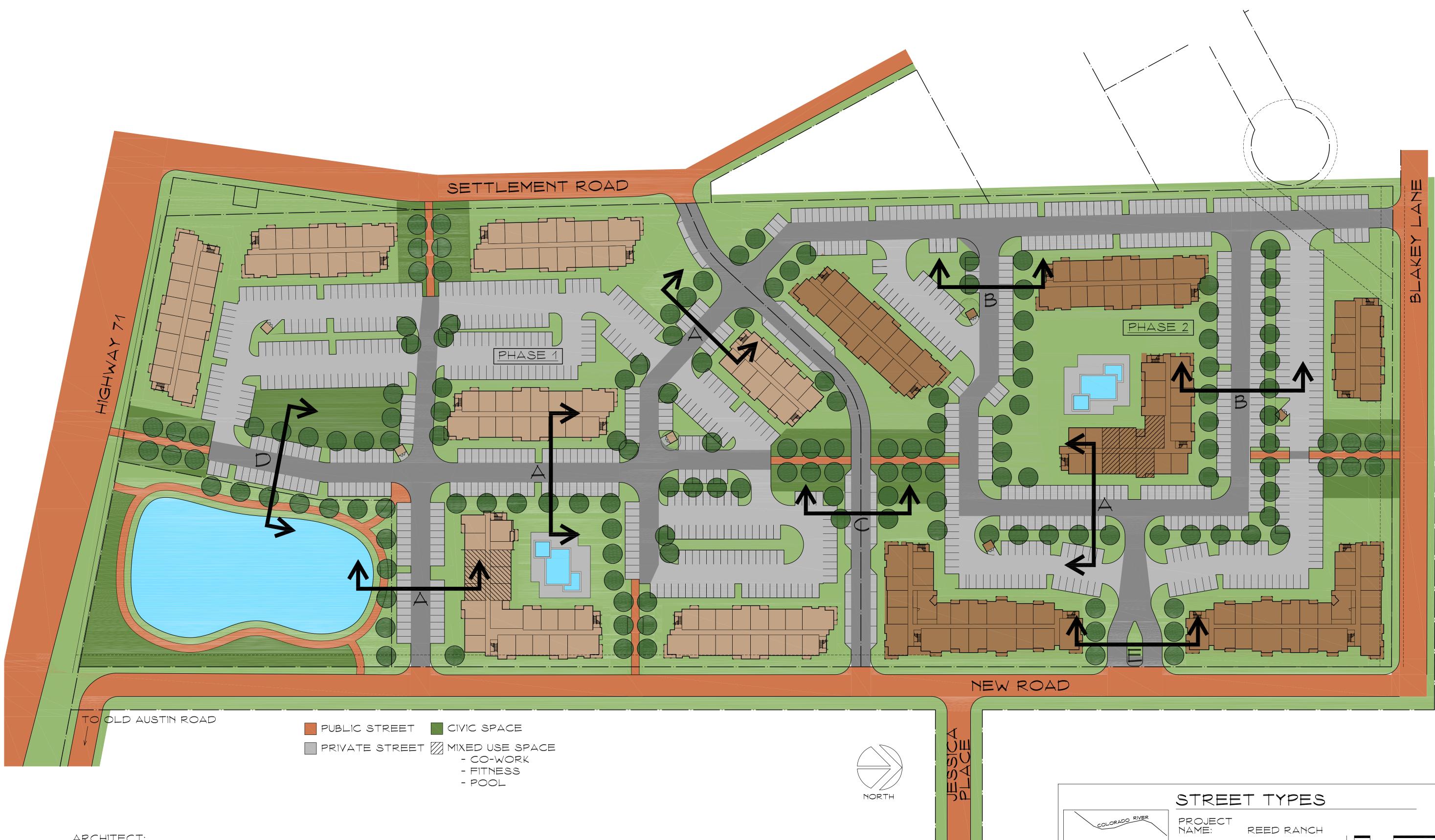
Site Development Standards:

- 1. Establish the below minimum lot sizes and setbacks:
 - a. Minimum lot area of 12,000 square feet
 - b. Minimum lot width of 100 feet
 - c. Minimum lot depth of 125 feet
 - d. Minimum front yard of 5-15 feet, except that Blocks 2 and 4 in Phase 2 shall have a building setback of at least 30 feet from the proposed new road, as generally shown in Exhibit B.
 - e. Minimum interior side yard of 15 feet
 - f. Minimum exterior side yard of 15 feet
 - g. Minimum rear yard of 35 feet
- 2. Setbacks or other site development standards can be changed by administrative approval of the City Manager or her designee notwithstanding that the forgoing does not violate the International Building Code.

PLANNED DEVELOPMENT DISTRICT

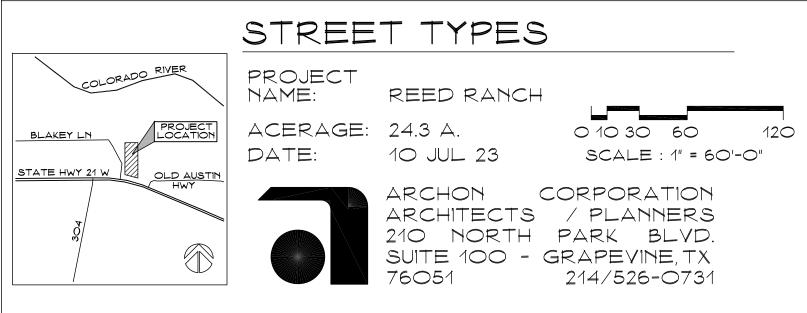
Exhibit D

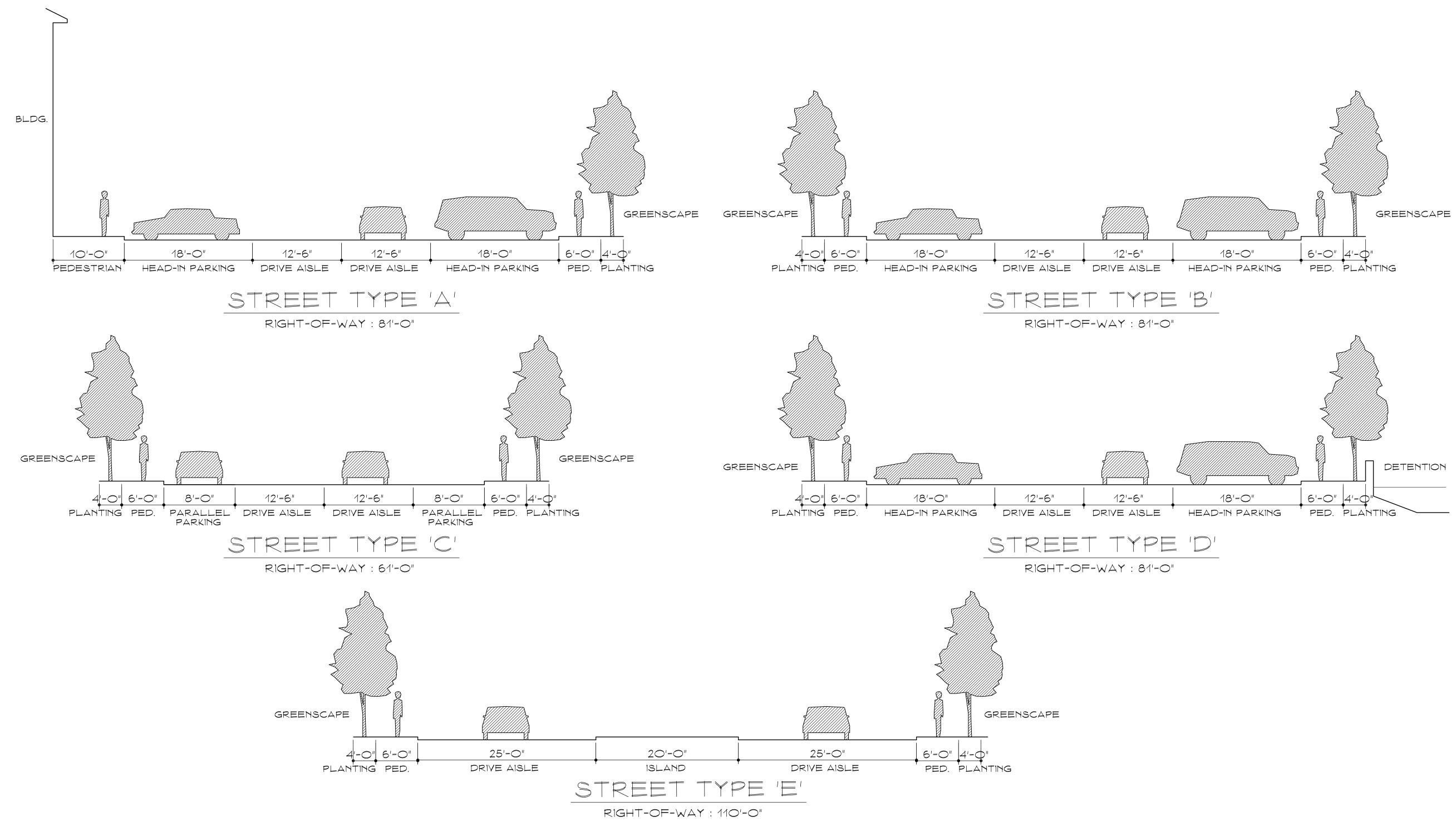
Street Standards



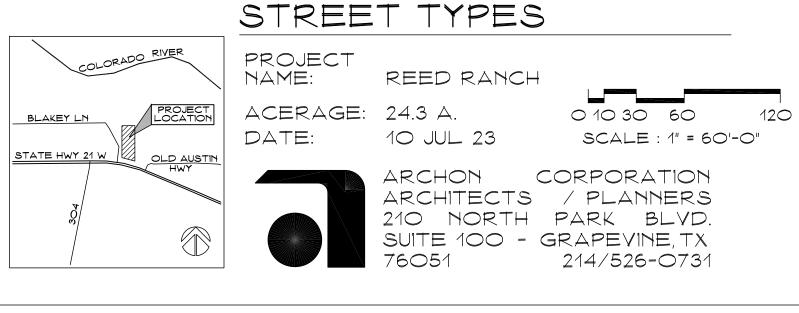
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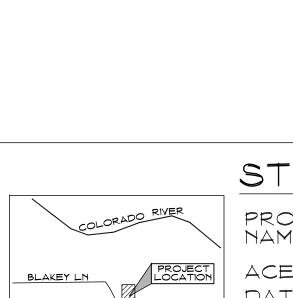
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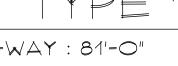




ARCHITECT: GARY G. WOOD #12202 PRELIMINARY - NOT TO BE USED FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION DATE: 10 JUL 23







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PLANNED DEVELOPMENT DISTRICT

PROPERTY

The subject property is located at the northeast corner of W SH 71 westbound service road and Settlement Drive, encompassing approximately 24.04 acres, as described in the survey, attached hereto as **Exhibit A**, (the "Property").



PURPOSE

The purpose of this planned development zoning district is to develop a two-phase multifamily project with varying building sizes and which will incorporate a mix of unit types on an arrangement of lots nearby accessible civic space through a network of pedestrian-friendly streets. Per the City of Bastrop's Comprehensive Plan 2036, the proposed development is located within a Transitional Residential character area. This development is compliant with the character area designation as it provides a multifamily use as an appropriate transition between the neighboring Public and Institutional and Neighborhood Residential character areas to the east and the General Commercial character area to the west (5-17). The development furthers the recommended development pattern of the character area by providing a new collector street along the eastern boundary and through the center of the Property, both being locations that the comprehensive plan identifies as where a majority multifamily project should take access from (5-18). To move forward with our project, we are making an application for a Planned Development District (PDD) zoning designation, which is representative zoning district for the character area, and therefore no amendment to the comprehensive plan is required (5-17). The Property is currently zoned as P2 (Rural).

CONCEPT PLAN & BASE ZONING

A conceptual Planned Development Master Plan (the "PD Master Plan") for the proposed project has been attached to this PDD as **Exhibit B** to illustrate and identify the proposed land uses, intensities, building locations, building footprints, and thoroughfare locations, for the Property. In accordance with the B3

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Item 9A.

REED RANCH

Code, the Property shall have a base place type designation of P4 (Mix), to allow for all permitted Building Types, including but not limited to Apartment and Courtyard Apartment Building types. This development is a contributing development to the goals of the overall place type mix within the pedestrian shed and the sole use for the Property shall be for multifamily development up to, as well as related accessory amenity and civic space uses. The southern portion of the Property shall be Phase 1 and the northern portion of the Property shall be Phase 2, and the development shall be constructed in that respective sequence. Approval of this PDD does not constitute approval of a subdivision or site plan.

DEVELOPMENT STANDARDS

The development standards of this PDD may include, but shall not be limited to, uses; density; lot size; building size; lot dimensions; setbacks; coverage; height; landscaping; lighting; screening; fencing; parking and loading; signage; open space; drainage; and utility standards, shall be in accordance with the P4 place type of the B3 Code, except that all building types shall be allowed three stories in height, except for (a) buildings in Phase 2, Blocks 2 and 4, which shall be limited to a maximum of two stories, and (b) one building in Phase 2, Block 3, which shall be limited to a maximum of four stories, with a variety of unit sizes and bedroom mixes, and those modified Development Standards within the Development Standards Variances, Deviations, Waivers, and Warrants List identified in **Exhibit C**, and approved as part of this PDD.

STREET STANDARDS

The Streets denoted as "Public Streets" in Exhibit B are intended to be City-owned and maintained. The Streets denoted as "Private Streets" shall be privately owned and maintained as part of the project. To the extent desired by the City, this PDD provides the extension of Jessica Place, as identified in the City's Thoroughfare Master Plan. The location and permitted cross-sections and standards of such streets, alleys, and parking areas are generally shown on the Street Types exhibit, attached to this PDD as **Exhibit D**, and approved as part of this PDD.

CIVIC SPACE

This PDD shall include privately owned civic space that shall be accessible to the public as generally shown in Exhibit B. The exact locations of civic space shall be finalized during site plan review. The private civic space shall meet the intent of the civic space requirement of the B3 Code.

EXHIBITS

The exhibits attached hereto shall be considered part of the PDD, except that the exact design and locations of any building, facility, structure or amenity shall be established during the site plan review phase. Modifications from any such exhibit are permitted so long as the property owner complies with the minimum requirements included in the text of this planned development.

- Exhibit A Property Survey
- Exhibit B PD Master Plan
- Exhibit C Development Standards Variances, Deviations, Waivers, and Warrants List
- Exhibit D Street Standards

PLANNED DEVELOPMENT DISTRICT

Exhibit A

Property Survey

	Image: Strop county Image: Strop county VICINITY MAP Image: Strop county	
	(SCALE:1" = 5,000')	806
<u>NOT</u> 10.	ES ADDRESSING SCHEDULE "B" EXCEPTIONS (GF. NO. 4712023439-A) Rights of tenants in possession, as tenants only, under unrecorded lease agreements.	1.94 30.83' SHED W/ 24.05' CONCSLAB
	(Not survey related)	
11. 12.	Intentionally deleted. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerols, together with all rights, privileges,	BOUNDARY DESCRIPTION (AS SURVEYED) TRACT 1:
	and immunities relating thereto, appearing in the Public Records whether listed in Schedule 8 or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.	23.885 ACRES of land in the City of Bastrop, Bastrop County, Texas, being out of the Nancy Blakey Survey, Abstract 98, said 23.885 all of that tract of land titled as Tract A in the deed from Charles Gordon Rosanky to Charles Gordon Rosanky, Trustee of the Charles Rosanky Family Trust dated August 10, 1998, and recorded in Volume 953, Page 533, Bastrop County Official Public Records, said T
13.	The following matters as shown on plat recorded in Plat Cabinet 2, Page 2598, Plat Record of Bastrop County, Texas. : (Tract 2)	described as 44.04 acres save and except 20.00 acres leaving 24.04 acres. BEGINNING at the northeast corner of said 44.04 acres also being the northeast corner of said 24.04 acres, said corner being marke
	 a. 15 foot wide public utility easement, as shown on survey prepared by Westwood Professional Services, Inc., Michael Jack Needham, RPLS No. 5183, Job No. 0043796.00, dated May 2, 2023, last revised, 2023 (the "Survey"). b. Area 1A to be reserved for the owner(s) of Lot 1 for sign purposes. 	concrete marker.
14.	(As shown hereon. Affects the property surveyed, located along the east line of Tract 2.) Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document, as shown on the survey:	THENCE S 02°19'53" E 1604.33' along the east line of said 44.04 acre tract also being the east line of said 24.04 acre tract, at 124. 0.40' to the right of a ½" iron rod with a plastic identifier cap marked "RPLS 4094" found marking the common corner between Lots Block L, Riverside Grove Subdivision Phase 6 (Plat Cabinet 4, Slide 52-B), at 214.83' passing 0.42' to the right of a ½" iron rod with a plast cabinet 4, Slide 52-B), at 214.83' passing 0.42' to the right of a ½" iron rod with a plast cabinet 4, Slide 52-B), at 214.83' passing 0.42' to the right of a ½" iron rod with a plast cabinet 4, Slide 52-B), at 214.83' passing 0.42' to the right of a ½" iron rod with a plast cabinet 4, Slide 52-B), at 214.83' passing 0.42' to the right of a ½" iron rod with a plast cabinet 4, Slide 52-B), at 214.83' passing 0.42' to the right of a ½" iron rod with a plast cabinet 4, Slide 52-B), at 214.83' passing 0.42' to the right of a ½" iron rod with a plast cabinet 4, Slide 52-B), at 214.83' passing 0.42' to the right of a ½" iron rod with a plast cabinet 4, Slide 52-B), at 214.83' passing 0.42' to the right of a ½" iron rod with a plast cabinet 4, Slide 52-B), at 214.83' passing 0.42' to the right of a ½" iron rod with a plast cabinet 4, Slide 52-B), at 214.83' passing 0.42' to the right of a ½" iron rod with a plast cabinet 4, Slide 52-B), at 214.83' passing 0.42' to the right of a ½" iron rod with a plast cabinet 4, Slide 52-B), at 214.83' passing 0.42' to the right of a ½" iron rod with a plast cabinet 4, Slide 54-B), at 214.83' passing 0.42' to the right of a ½" iron rod with a plast cabinet 4, Slide 54-B), at 214.83' passing 0.42' to the right of a ½" iron rod with a plast cabinet 4, Slide 54-B), at 214.83' passing 0.42' to the right of a ½" iron rod with a plast cabinet 4, Slide 54-B), at 214.83' pass cabinet 4, Slide
	Granted to: Lower Colorado River Authority Purpose: electric lines and systems Recording Date: September 23, 1961	identifier cap marked "RPLS 4094" found marking the common corner between Lots 7 and 16, Block L, Riverside Grove Subdivision P 305.33' passing 0.29' to the right of a ½" iron rod with a plastic identifier cap marked "RPLS 4094" found marking the common corn Lots 6 and 7, Block L, Riverside Grove Subdivision Phase 6, at 582.98' passing a ½" iron rod found marking the northwest corner of L
	Recording No: Volume 155, Page 232, Deed Records of Bastrop County, Texas. (As shown hereon. Affects the property surveyed, located along the northwest corner of Tract 1.)	of Riverside Grove Subdivision Phase 1 (Plat Cabinet 3, Page 118-8), at 1412.92' passing a ½" iron rod found marking the southwest Lot 7, continuing along the east lines of said 44.04 acre and 24.04 acre tracts and along the west line of said Riverside Grove Subdivision to the southeast corner of said 44.04 acre tract also being the southeast corner of said 24.04 acre tract, said corner being called the r
15.	Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document, as noted on the Survey: Granted to: Aqua Water Supply Corp.	State Highway 71 (no deed found);
	Purpose: water pipe lines Recording Date: January 28, 1970 Recording No: Volume 194, Page 656, Deed Records of Bastrop County, Texas.	THENCE S 87°19'49" W 436.55' along the south line of said 44.04 acre tract also being the south line of said 24.04 acre tract, said called the north line of State Highway 71 (no deed found) to the east corner of the 11.534 acre tract of land described in the right of the State of Texas recorded in Volume 148, Page 299, Bastrop County Deed Records, said corner being in the north line of Highway
16.	(Unable to plot, blanket in nature, no visible evidence found.) Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document, as shown on the Survey:	marked with a 1/2" iron rod found with an aluminum disk marked "TxDOT"; THENCE along the north line of said 11.534 acre tract being the north line of said State Highway 71 with a curve turning to the left
	Granted to: Bluebonnet Electric Cooperative, Inc. Purpose: electric distribution line or system and appurtenances Recording Date: August 9, 1985	length of 199.17', with a radius of 5358.89', with a chord bearing of N 80°33'20" W, and with a chord length of 199.16', to corner of said 20.00 acre tract save and excepted from said 44.04 acre tract, said corner being located 0.45' S03°42'44" E of the south Lot 1A of the Settlement on the Colorado (Plat Cabinet 2, Slide 259-8), said corner of Lot 1A being reestablished from other monume
	Recording No: Volume 385, Page 294, Official Records of Bastrop County, Texas. (As shown hereon. Affects the property surveyed, located along the east line of Tract 2.)	marking the corners of said Lot 1A, said corner of 20.00 acre tract also being located 0.73' S71°33'20"E of an iron rod found with a r identifier cap with illegible marking;
17.	Intentionally deleted.	THENCE N 03°42'44" W 1568.92' along the east line of said 20.00 acre tract save and excepted from said 44.04 acre tract, said line the east line of said Settlement on the Colorado to the north line of said 44.04 acre tract, said point being located 0.45' N 03°42'44"
<i>18</i> .	Granted to: City of Bastrop Purpose: water line Recording Date: December 14, 1998	rod found at the northeast corner of said Settlement on the Colorado, said point in the north line of said 44.04 acre tract also being 1 573.58' N87°51'25″E of a concrete marker found at the northwest corner of said 44.04 acre tract;
	Recording No: Volume 952, Page 256, Official Records of Bastrop County, Texas. (As shown hereon. Affects the property surveyed, located along the south line of Tract 1.)	THENCE N 87°51'25" E 669.32' along the north line of said 44.04 acre tract also being the north line of said 24.04 acre tract to the beginning, this tract having an area of 23.885 acres.
19.	Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document, as shown on the Survey: Granted to: City of Bastrop Purpose: Public Utility Easement and Temporary Access & Construction Easement	BOUNDARY DESCRIPTION (AS SURVEYED)
	Recording Date: September 13, 2021 Recording No: 202119722; corrected by Instrument No. 202217429, Official Public Records of Bastrop County, Texas.	TRACT 2: 0.158 ACRES of land in the City of Bastrop, Bastrop County, Texas, being out of Lot 1A of the Settlement on the Colorado (Plat Cabi
	Affects: Tract 1 (Affects the property surveyed, located in the area near the southwest corner of Tract 1.)	2598), said subdivision being out of the Nancy Blakey Survey, Abstract 98, said 0.158 acres being all of said Lot 1A save and except (described in the deed from Victoria Bank & Trust Company - Central to Mohammad Mike Mematpour dated May 12, 1990, recorded 572, Page 263, Bastrop County Official Public Records, said Lot 1A being described in deed as Tract G in the deed from Charles Gord
20. 21.	Intentionally deleted. Any rights, easements, interests or claims which may exist by reason of or reflected by overhead utility lines along and	Charles Gordon Rosanky, Trustee of the Charles Gordon Rosanky Family Trust dated August 10, 1998, and recorded in Volume 953, Bastrop County Official Public Records. BEGINNING at the southeast corner of said Lot 1A, said corner being marked by an iron rod found with a red plastic identifier cap
22.	across Tract 1. (As shown on the Survey) Any rights, easements, interests or claims which may exist by reason of or reflected by gas and fiber optic lines across the	marking. THENCE along the south line of said Lot 1A with a curve turning to the left with an arc length of 50.05', with a radius of 5208.7
22	south line of Tracts 1 & 2. (As shown on the Survey)	chord bearing of N 81°40'19" W, with a chord length of 50.05' to the southwest corner of said Lot 1A, said corner being marked 1/2" iron rod; THENCE N 05°34'33" E 80.11' along the west line of Lot 1A and the east line of Settlement Drive to the southwest corner of said 0.
23.	Any rights, easements, interests or claims which may exist by reason of or reflected by encroachment/protrusion of fence along the east and west lines of Tract 1. (As shown on the Survey)	said corner being located N 84°22'20" W 0.24' of a found ½" iron rod; THENCE with the south, east, and north boundaries of said 0.017 acre tract as follows:
24.	Denial of Access along a portion of the south line of Tract 1 according to TXDOT Plat AUS026504AF. (As shown on the Survey)	 S 84°22'20" E 23.93' to the southeast corner of said tract, said corner being marked with a found ½" iron rod; N 05°39'34" E 30.04' to the northeast corner of said tract, said corner being marked with a found ½" iron rod; N 84°22'09" W 23.97' to the west line of said Lot 1A and the east line of said Settlement Drive, said point being the northwest
25. Tari	Section 14 of the Conditions of this policy is hereby deleted.	tract, said corner being marked with a found ½" iron rod; THENCE along the west line of Lot 1A and the east line of Settlement Drive as follows:
2.	Address(es) of the surveyed property if disclosed in documents provided to or obtained by the surveyor, or observed while conducting the fieldwork As shown hereon (Tract 1). No address observed (Tract 2).	 N 05°34'33" E 166.43' to the beginning of a curve to the left, said point being marked with a found ½" iron rod; with said curve turning to the left with an arc length of 53.67', with a radius of 330.00', with a chord bearing of N 00°. with a chord length of 53.61', to the north corner of said Lot 1A in the east line of said Settlement on the Colorado, said corner be
3.	Flood zone classification depicted by scaled map location and graphic plotting only As shown hereon.	with a found 1/2" iron rod; THENCE S 03°42'44" E 336.82' with the east line of said Settlement on the Colorado and the east line of said Lot 1A to the point of
4. 7.	Gross land area (and other areas if specified by the client) As shown hereon. (a) Exterior dimensions of all buildings at ground level As shown hereon.	this tract having an area of 0.158 acres (6884 square feet), as shown on the accompanying plat. Bearings are relative to State Plane NAD 83(2011), Texas Central Zone. Distances and areas reflect the application of a combined scale factor of 1.00003 and thus repre measurements. Set stakes are 1/2" rebar with Westwood plastic identifier caps.
8 .	Substantial features observed in the process of conducting the fieldwork (in addition to the improvements and features required pursuant to Section 5 above) (e.g., parking lots, billboards, signs, swimming pools, landscaped areas, substantial	
14	areas of refuse) As shown hereon.	DESCRIPTION FROM TITLE COMMITMENT
14. 16.	As specified by the client, distance to the nearest intersecting street As shown hereon. Evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the	23.885 ACRES OF LAND, IN THE CITY OF BASTROP, BASTROP COUNTY, TEXAAS, BEING OUT OFF THE NANCY BLAKEY SURVEY, ABST RACT 98:
NOT	fieldwork None observed.	SAID 23.885 ACRES BEING ALL OF THAT TRACT OF LAND TITLED AS TRACT A IN THE DEED FROM CHARLES GORDON ROSANKY TO CHARLES GORDON ROSANKY, TRUSTEE OF THE CHARLES GORDON ROSANKY FAMILY TRUST DATED AUGUST 10, 1998, AND RECORDED IN VOLUME 953, PAGE 533, OFFICIAL PUBLIC RECORDS, SAID TRACT A BEING DESCRIBED AS 44.04 ACRES SAVE AND EXCEPT 20.00 ACRES LEAVING 24.04 ACRES.
<u>1.</u>	ES Bearing system for this survey is based on the State Plane Coordinate System, North American Datum of 198.3 (2011), Texas Central Zone 4203.	THENCE S 02°19'53" E 1604.33' ALONG THE EAST LINE OF SAID 44.04 ACRE TRACT ALSO BEING THE EAST LINE OF SAID 24.04 ACRE TRACT, AT 124.39' PASSING 0.40' TO THE RIGHT OF A 1/2" IRON ROD WITH A PLASTIC IDENTIFIER CAP MARKED "RPLS
2	Distances and areas reported have been scaled by applying the TxDOT surface adjustment factor of 1.00003.	4094" FOUND MARKING THE COMMON CORNER BETWEEN LOTS 16 AND 17, BLOCK L, RIVERSIDE GROVE SUBDIVISION PHASE 6 (PLAT CABINET 4, SLIDE 52-B), AT 214.83' PASSING 0.42' TO THE RIGHT OF A 1/2" IRON ROD WITH A PLASTIC IDENTIFIER CAP MARKED "RPLS 4094" FOUND MARKING THE COMMON CORNER BETWEEN LOTS 7 AND 16, BLOCK L, RIVERSIDE GROVE
۷.	Subject property is shown on the National Flood Insurance Program Flood Insurance Rate Map for Bastrop County, Texas and Incorporated Areas, Map No. 48021C0355E, Community-Panel No. 481193 0.355 E, Revised Date: January 19, 2006.	SUBDIVISION PHASE 6, AT 305.33' PASSING 0.29' TO THE RIGHT OF A 1/2" IRON ROD WITH A PLASTIC IDENTIFIER CAP MARKED "RPLS 4094" FOUND MARKING THE COMMON CORNER BETWEEN LOTS 6 AND 7, BLOCK L, RIVERSIDE GROVE SUBDIVISION PHASE 6, AT 582.98' PASSING A 1/2" IRON ROD FOUND MARKING THE NORTHWEST CORNER OF LOT 7, BLOCK B OF RIVERSIDE
	All of the subject property is shown to be located in Zone "X" on said map. The location of the said floodzones is based on said map, is approximate and is not located on the ground. Relevant zones are defined on said map as follows:	GROVE SUBDIVISION PHASE 1 (PLAT CABINET 3, PAGE 118-B), AT 1412.92' PASSING A 1/2" IRON ROD FOUND MARKING THE SOUTHWEST CORNER OF SAID LOT 7, CONTINUING ALONG THE EAST LINES OF SAID 44.04 ACRE AND 24.04 ACRE TRACTS AND ALONG THE WEST LINE OF SAID RIVERSIDE GROVE SUBDIVISION PHASE 1 TO THE SOUTHEAST CORNER OF SAID 44.04 ACRE
	Zone "X" (Unshaded) - Other Areas: Areas determined to be outside 0.2% annual chance flood plain.	TRACT ALSO BEING THE SOUTHEAST CORNER OF SAID 24.04 ACRE TRACT, SAID CORNER BEING CALLED THE NORTH LINE OF STATE HIGHWAY 71 (NO DEED FOUND);
	Zone "X" (Shaded) - Other Flood Areas: Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.	THENCE S 87°19'49" W 436.55' ALONG THE SOUTH LINE OF SAID 44.04 ACRE TRACT ALSO BEING THE SOUTH LINE OF SAID 24.04 ACRE TRACT, SAID LINE BEING CALLED THE NORTH LINE OF STATE HIGHWAY 71 (NO DEED FOUND) TO THE EAST CORNER OF THE 11.534 ACRE TRACT OF LAND DESCRIBED IN THE RIGHT OF WAY DEED TO THE STATE OF TEXAS RECORDED IN VOLUME 148
3.	This survey is based on deeds, easements and/or recorded plats and other records furnished by the client and/or the client's representative as well as significant visible monuments found on the subject property and adjacent properties, field	PAGE 299, BASTROP COUNTY DEED RECORDS, SAID CORNER BEING IN THE NORTH LINE OF HIGHWAY 71 AND BEING MARKED WITH A 1/2" IRON ROD FOUND WITH AN ALUMINUM DISK MARKED "TXDOT";
	measurements and evidence of boundaries found on the ground. However, this survey shall not represent warranty of title or guarantee of ownership. The surveyor did not abstract the subject property. This survey was performed with the benefit of a current title abstract provided by Chicago Title Insurance Company, GF No. 4712023439-A, effective date April 30, 2023,	THENCE ALONG THE NORTH LINE OF SAID 11.534 ACRE TRACT BEING THE NORTH LINE OF SAID STATE HIGHWAY 71 WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 199.17', WITH A RADIUS OF 5358.89", WITH A CHORD BEARING OF N 80°33'20" W, AND WITH A CHORD LENGTH OF 199.16", TO THE SOUTHEAST CORNER OF SAID 20.00 ACRE TRACT SAVE AND
4.	issued May 25, 2023. All underground utility information depicted on the survey is based on available record information on file at the City of	EXCEPTED FROM SAID 44.04 ACRE TRACT, SAID CORNER BEING LOCATED 0.45' S03°42'44"E OF THE SOUTHEAST CORNER OF LOT 1A OF THE SETTLEMENT ON THE COLORADO (PLAT CABINET 2, SLIDE 259-8), SAID CORNER OF LOT 1A BEING REESTABLISHED FROM OTHER MONUMENTS FOUND MARKING THE CORNERS OF SAID LOT 1A, SAID CORNER OF 20.00 ACRE
	Bastrop and the appropriate public utility companies. This information has been verified where possible by visible utility appurtenances. The surveyor cannot guarantee the accuracy or completeness of these records. Lacking excavation, the exact location of underground utilities cannot be accurately, completely and reliably depicted. Where additional or more detailed	TRACT ALSO BEING LOCATED 0.73' S71°33'20"E OF AN IRON ROD FOUND WITH A RED PLASTIC IDENTIFIER CAP WITH ILLEGIBLE MARKING;
	information is required, the client is advised that excavation may be necessary. The Surveyor has contacted the Texas One Call System (DigTess) and depicted hereon the visible and apparent markings on the ground as a result of locate #2358693843.	THENCE N 03°42'44" W 1568.92" ALONG THE EAST LINE OF SAID 20.00 ACRE TRACT SAVE AND EXCEPTED FROM SAID 44.04 ACRE TRACT, SAID LINE NOW BEING THE EAST LINE OF SAID SETTLEMENT ON THE COLORADO TO THE NORTH LINE OF SAID 44.04 ACRE TRACT, SAID POINT BEING LOCATED 0.45' N 03°42'44"W OF A 1/2" IRON ROD FOUND AT THE NORTHEAST CORNER
5.	#2330033043. This survey does not provide a determination or opinion concerning the location or existence of wetlands, faultlines, toxic or hazardous waste areas, subsidence, subsurface and environmental conditions or geological issues. No statement is made	OF SAID SETTLEMENT ON THE COLORADO, SAID POINT IN THE NORTH LINE OF SAID 44.04 ACRE TRACT ALSO BEING LOCATED 573.58' N87°51'25"E OF A CONCRETE MARKER FOUND AT THE NORTHWEST CORNER OF SAID 44.04 ACRE TRACT;
r	concerning the suitability of the subject tract for any intended use, purpose or development.	THENCE N 87°51'25" E 669.32' ALONG THE NORTH LINE OF SAID 44.04 ACRE TRACT ALSO BEING THE NORTH LINE OF SAID 24.04 ACRE TRACT TO THE POINT OF BEGINNING, THIS TRACT HAVING AN AREA OF 23.885 ACRES.
6. 7	Square footage totals shown hereon or referenced herein are based on mathematical closures and do not necessarily represent the positional accuracy of the boundary monuments. The word "certify" or "certificate" as shown and used hereon means an expression of professional opinion regarding the facts	NOTE: COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT
7. 8	of the survey and does not constitute a warranty or guarantee, expressed or implied.	LOT 1A, SETTLEMENT ON THE COLORADO, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT CABINET NO. 2, PAGE 2598, PLAT RECORDS, BASTROP COUNTY, TEXAS, SAVE AND EXCEPT 0.017 ACRE PARCEL DESCRIBED IN VOLUME 572, PAGE 263, OFFICIAL RECORDS, BASTROP COUNTY, TEXAS IN EXHIBIT A-3 ATTACHED THERETO.
<i>8</i> .	Except as specifically stated or shown on this plat, this survey does not purport to reflect any of the following which may be applicable to the subject tract: easements; building setback lines; restrictive covenants; subdivision restrictions; zoning or other land-use regulations; Agreements; Lease Agreements; and ownership title evidence.	
9.	Any declaration made hereon or herein is made to the original purchaser of the survey. It is not transferable to additional institutions or subsequent owners.	LEGEND
10.	Intrusions or protrusions are as shown. Whether the intrusion or protrusion rises to the level of being an encroachment is a matter of law which takes into consideration currently unknown conditions.	AC @ A/C UNIT
<u>SUR</u> Ta:	VEYOR'S CERTIFICATE HLC Communities LLC, a Texas limited liability company;	CBL▼ UG CABLE MARKER HC HAND HOLE CABLE TEL□ TELEPHONE BOX C0 • CLEANOUT HT HAND HOLE TELEPHONE TEL▼ UG TELEPHONE MARKER CV CABLE VAULT ICV● IRRIGATION CONTROL VALVE IR ♥ TRASH CAN
ιu.	HLC Communities LLC, a Texas limited liability company; Charles Gordon Rosanky, Trustee of the Charles Gordon Rosanky Family Trust; Chicago Title Insurance Company; Hayden Lunsford: and	ELECTRIC BOX LSX LIGHT STANDARD TRAFFIC SIGNAL ELECTRIC MANHOLE MH OMANHOLE (TYPE UNKNOWN) TSCO TRAFFIC SIGNAL CONTROL EM© ELECTRIC METER MBO MAILBOX TSP • TRAFFIC SIGNAL POLE EV ELECTRIC VAULT MWO MONITORING WELL TS • TRAFFIC SENSOR
Thic	Hayaen Lunsfora: and Wick Phillips Gould & Martin, LLP: is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum	LEC UG ELECTRIC MARKER NPE NEWSPAPER STAND IST TEST STA. (TYPE UNKNOWN) FDC FIRE DEPT. CONN. PB PULL BOX (TYPE UNKNOWN) IV TELEPHONE VAULT FH FIRE HYDRANT PBE PULL BOX ELECTRIC STSEPTIC TANK
Stan Item	dard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes s 2, 3, 4, 7(a), 8, 14 and 16 of Table A thereof. field work was completed on May 1, 2023.	FIB FIB. OPTIC MANHOLE PBF PULL BOX FIBER OPTIC TC = TRAFF.IC CAMERA FP• FLAG POLE PBT PULL BOX TELEPHONE TELO TELEPHONE MANHOLE FL ²⁴ FLOOD LIGHT PH V PAY PHONE TUV VAULT (TYPE UNKNOWN)
	rield work was completed on May 1, 2023. 2 of Plat or Map: June 27, 2023.	FV FIBER OPTIC VAULT PLMT UG PIPELINE MARKER INT VENT GAS T UG GAS MARKER PMS PARKING METER WIRT UG WATER MARKER GAS GAS MANHOLE PP. POWERPOLE WM O WATER METER

Last O'Verol Michael Jack Needham **Registered Professional Land Surveyor** No. 5183 Michael.Needham@westwoodps.com www.westwoodps.com



GMO GAS METER GP• GUY POLE

GPT GAS PUMP

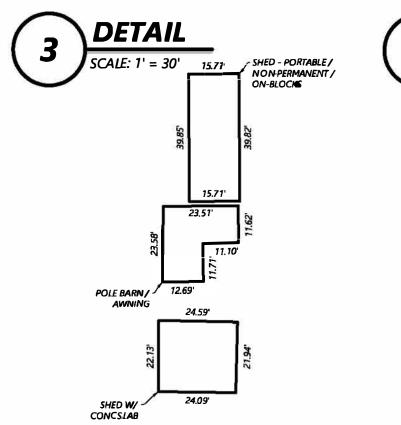
GV GAS VAULT

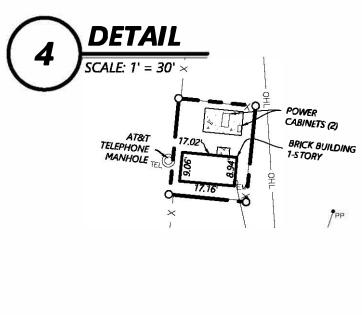
GV⊗ **GAS VALVE**

GTO GREASE TRAP

GAS TEST STATION

GPST---GOAL POST





op, Bastrop County, Texas, being out of the Nancy Blakey Survey, Abstract 98, said 23.885 acres being the deed from Charles Gordon Rosanky to Charles Gordon Rosanky, Trustee of the Charles Gordon 98, and recorded in Volume 953, Page 533, Bastrop County Official Public Records, said Tract A being 0.00 acres leaving 24.04 acres.

id 44.04 acres also being the northeast corner of said 24.04 acres, said corner being marked by a found

e east line of said 44.04 acre tract also being the east line of said 24.04 acre tract, at 124.39' passing lastic identifier cap marked "RPLS 4094" found marking the common corner between Lots 16 and 17, 6 (Plat Cabinet 4, Slide 52-B), at 214.83' passing 0.42' to the right of a 1/2" iron rod with a plastic narking the common corner between Lots 7 and 16, Block L, Riverside Grove Subdivision Phase 6, at ron rod with a plastic identifier cap marked "RPLS 4094" found marking the common corner between livision Phase 6, at 582.98' passing a 1⁄2" iron rod found marking the northwest corner of Lot 7, Block B t Cabinet 3, Page 118-8), at 1412.92' passing a 1/2" iron rod found marking the southwest corner of said nid 44.04 acre and 24.04 acre tracts and along the west line of said Riverside Grove Subdivision Phase 1 tract also being the southeast corner of said 24.04 acre tract, said corner being called the north line of

e south line of said 44.04 acre tract also being the south line of said 24.04 acre tract, said line being (no deed found) to the east corner of the 11.534 acre tract of land described in the right of way deed to Page 299, Bastrop County Deed Records, said corner being in the north line of Highway 71 and being aluminum disk marked "TxDOT";

34 acre tract being the north line of said State Highway 71 with a curve turning to the left **with an arc 8.89**, with a chord bearing of N 80°33'20" W, and with a chord length of 199.16', to the southeast cepted from said 44.04 acre tract, said corner being located 0.45' S03°42'44" E of the southeast corner of (Plat Cabinet 2, Slide 259-8), said corner of Lot 1A being reestablished from other monuments found orner of 20.00 acre tract also being located 0.73' S71°33'20"E of an iron rod found with a red plastic

the east line of said 20.00 acre tract save and excepted from said 44.04 acre tract, said line now being prado to the north line of said 44.04 acre tract, said point being located 0.45' N 03°42'44"W of a ½" iron Settlement on the Colorado, said point in the north line of said 44.04 acre tract also being located found at the northwest corner of said 44.04 acre tract;

e north line of said 44.04 acre tract also being the north line of said 24.04 acre tract to the point of

Bastrop County, Texas, being out of Lot 1A of the Settlement on the Colorado (Plat Cabinet 2, Slide ancy Blakey Survey, Abstract 98, said 0.158 acres being all of said Lot 1A save and except 0.017 acres Trust Company - Central to Mohammad Mike Mematpour dated May 12, 1990, recorded in Volume blic Records, said Lot 1A being described in deed as Tract G in the deed from Charles Gordon Rosanky to harles Gordon Rosanky Family Trust dated August 10, 1998, and recorded in Volume 953, Page 533,

id Lot 1A, said corner being marked by an iron rod found with a red plastic identifier cap with illegible

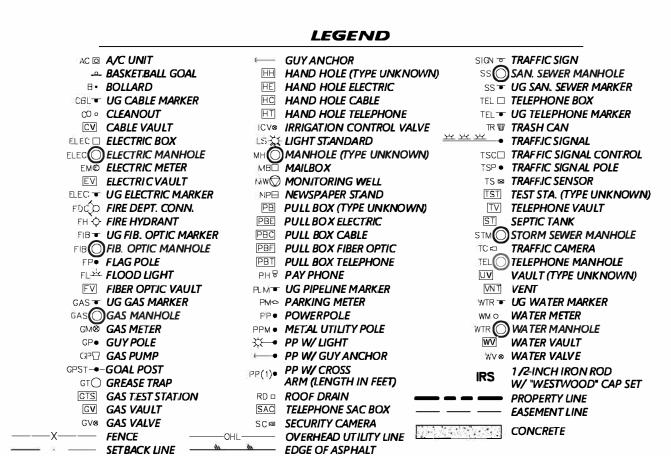
A with a curve turning to the left with an arc length of 50.05', with a radius of 5208.71', with a a chord length of 50.05' to the southwest corner of said Lot 1A, said corner being marked with a found

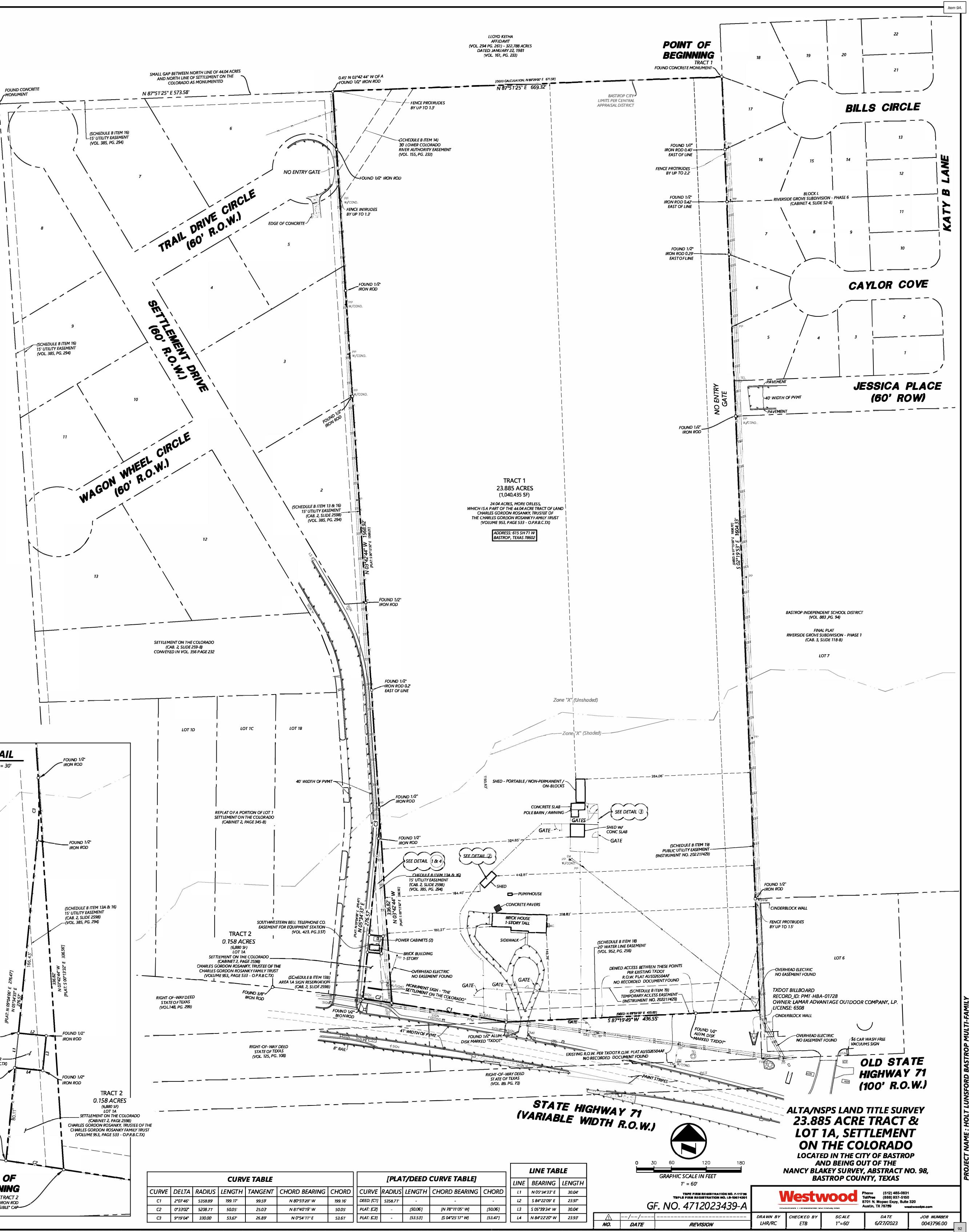
west line of Lot 1A and the east line of Settlement Drive to the southwest corner of said 0.017 acre tract,).24' of a found ½" iron rod;

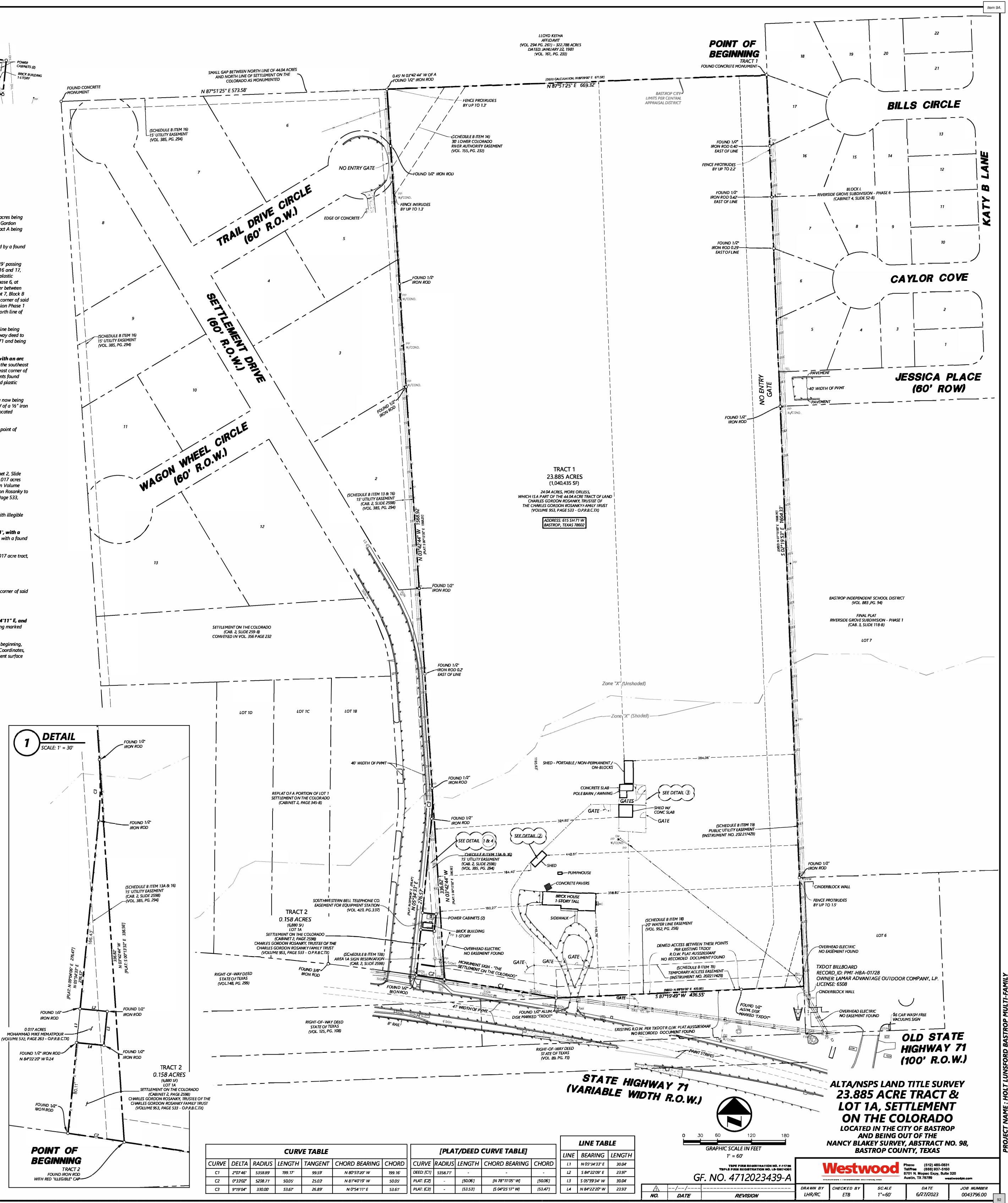
t corner of said tract, said corner being marked with a found ½" iron rod; ne of said Lot 1A and the east line of said Settlement Drive, said point being the northwest corner of said a found ½″ iron rod;

the east line of Settlement Drive as follows: ning of a curve to the left, said point being marked with a found ½" iron rod; ith an arc length of 53.67', with a radius of 330.00', with a chord bearing of N 00°54'11" E, and th corner of said Lot 1A in the east line of said Settlement on the Colorado, said corner being marked

east line of said Settlement on the Colorado and the east line of said Lot 1A to the point of beginning, 884 square feet), as shown on the accompanying plat. Bearings are relative to State Plane Coordinates, ces and areas reflect the application of a combined scale factor of 1.00003 and thus represent surface







											LINE TAB	LE		
CURVE TABLE						[PLA	T/DEED	CURVE TABLE]		LINE	BEARING	LENGTH		
DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD	CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	L 1	N 05°34'33" E	30.04'	
2°07'46"	5358.89'	199. 17'	99.59 [,]	N 80"3.3'20" W	199. 16'	DEED: [C1]	5358.71'	-	-	-	L2	S 84°22'09" E	23.97'	
0°33'02"	5208.71	50.05	25.03'	N 81°40'19" W	50.05'	PLAT: [C2]	-	[50.06']	[N 78°11'05" W]	[50.06']	L 3	S 05°39'34" W	30.04'	
9°19'0 4 "	3.30.00'	53.67	26.89'	N 0°54'11" E	53.61'	PLAT: [C3]	-	[53.53]	[\$ 04°25'17" W]	[53.47']	L 4	N 84°22'20" W	23.93'	\square
							-							NO.

PLANNED DEVELOPMENT DISTRICT

Exhibit B

PD Master Plan

OWNER

ROSANKY, CHARLES G FAMILY TRUST 615 HWY 71 W BASTROP, TX 78602

DEVELOPER

HOLT LUNSFORD HOLDINGS 5950 BERKSHIRE LANE, SUITE 900 DALLAS, TX 75225

<u>ARCHITECT</u>

ARCHON CORPORATION 210 N. PARK BLVD, SUITE 100 GRAPEVINE, TX 76051

<u>ENGINEER</u>

Westwood Professional Services, Inc.

HOLLIS SCHEFFLER, P.E. 8701 N. MOPAC EXPY, SUITE 320 AUSTIN, TEXAS 78759 PHONE: (512) 485-0831

SURVEYOR



MICHAEL JACK NEEDHAM 8701 N. MOPAC EXPY, SUITE 320 AUSTIN, TEXAS 78759 PHONE: (512) 485-0831

LEGAL DESCRIPTION:

A98 BLAKEY, NANCY, ACRES 23.0400



Westwood Professional Services, Inc. TBPE FIRM REGISTRATION NO. F-11756 TBPLS FIRM REGISTRATION NO. LS-10074301

ZONING CONCEPT PLANS FOR **REED RANCH** 615 SH 71 W BASTROP TX, 78602



VICINITY MAP (1"=2000')

PROJECT ZONING:

P-2

PROJECT ADDRESS:

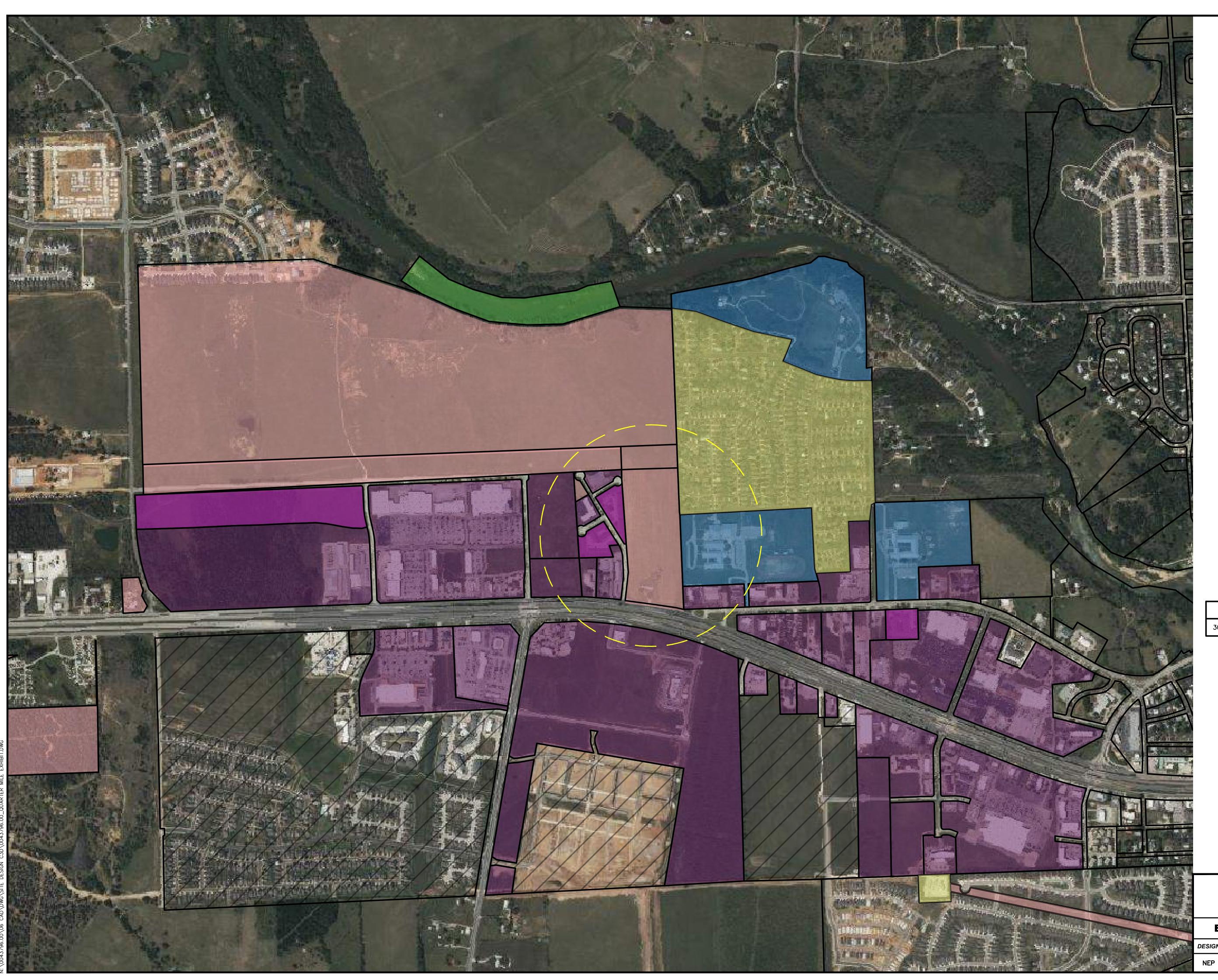
SUBMITTAL DATE:

JULY 10, 2032

615 SH 71 W

REUSIONS REVISIONS 0.0. DATE DESCRIPTION BY 615 SH 71 W DESCRIPTION BY BASTROP TX, 78602 DESCRIPTION BY DATE DESCRIPTION DESCRIPTION DATE DESCRIPTION DESCRIPTION	RELINIARY REVISIONS REVISIONS REVISIONS No. DATE DESCRIPTION MCCURATION HIS DOCUMENT IS ISSUED FOR THE DURPOSE OF SCHEMATIC REVEW ONLY No. DATE DESCRIPTION BY HIS DOCUMENT IS ISSUED FOR THE DURPOSE OF SCHEMATIC REVEW ONLY No. DATE DESCRIPTION BY DESCRIPTION BY UNDER NET ON TRUEDS FOR PERMITTING, BUDING, OR CONSTRUCTION INTENDED FOR PERMITTING, BUDING, OR CONSTRUCTION INCLUED FOR PERMITTING, BUDING, OR CONSTRUCTION INCLASSERTING, BUDING, OR
REVIS	PRELIMINARY REUNARY NOT FOR CONSTRUCTION NOT FOR CONSTRUCTION THIS DOCUMENT IS ISSUED FOR THE DURPOSE OF SCHEMATIC REVIEW ONLY AND IS NOT INFUDED FOR PERMITTING, BIDING, OR CONSTRUCTION PURPOSES. NO. DATE PLANS PREFARED UNDER THE DIRECT SUBDING, OR CONSTRUCTION PURPOSES. BASTROP TX, 78602 PLANS PREFARED UNDER THE DIRECT SUBSTRATION ON OLISIO49. COVER
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SI	heet List Table
Sheet Number	Sheet Title
1	COVER
2	EXISTING PEDESTRIAN SHED
3	PROPOSED PEDESTRIAN SHED
4	PD SITE PLAN
5	LOT AND BLOCK LAYOUT
6	EXISTING DRAINAGE AREA MAP
7	PROPOSED DRAINAGE AREA MAP
8	UTILITY PLAN 1 OF 2
9	UTILITY PLAN 2 OF 2



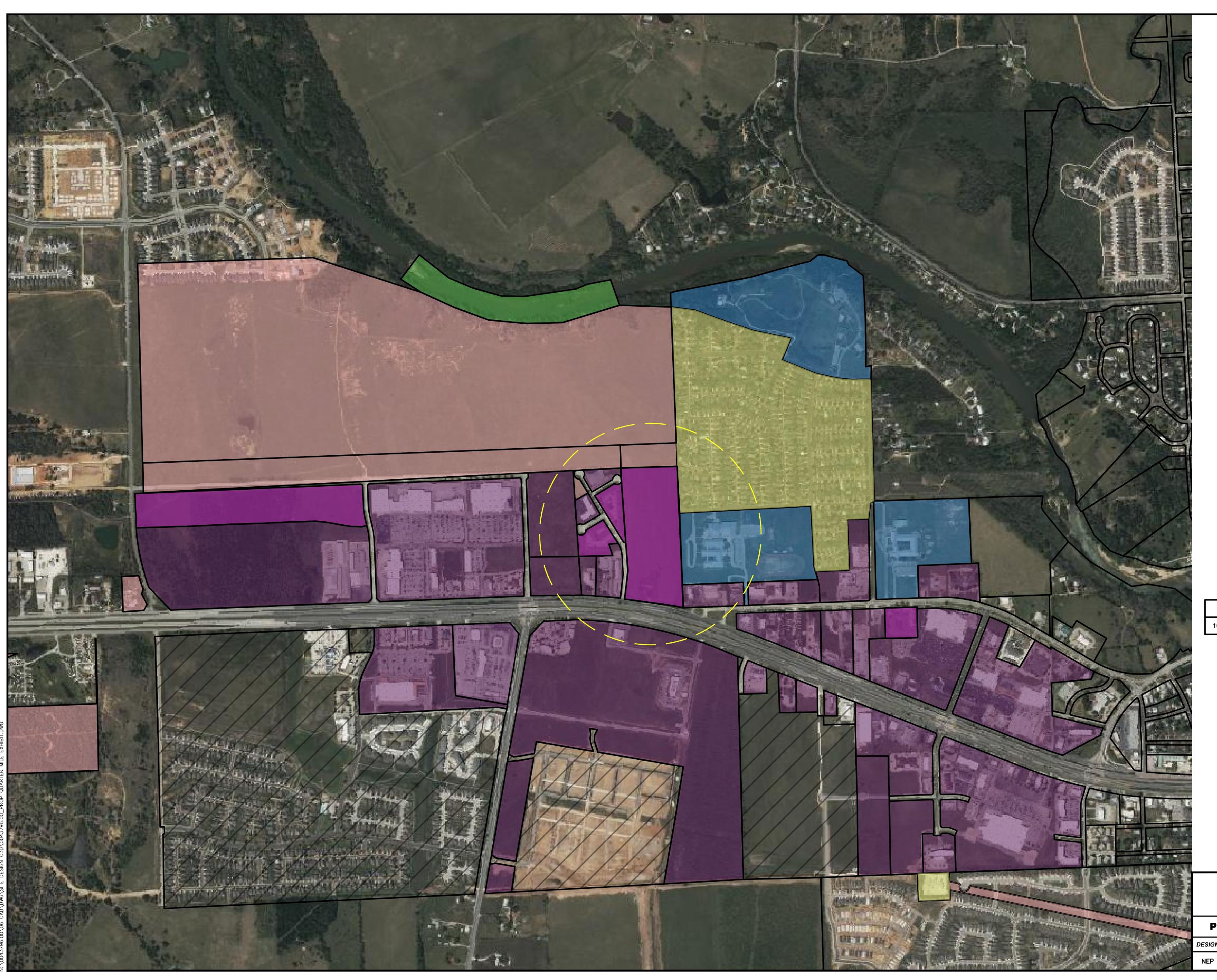
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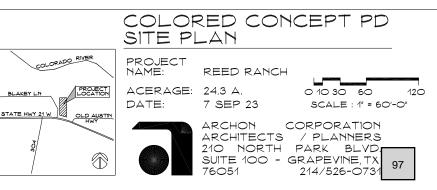
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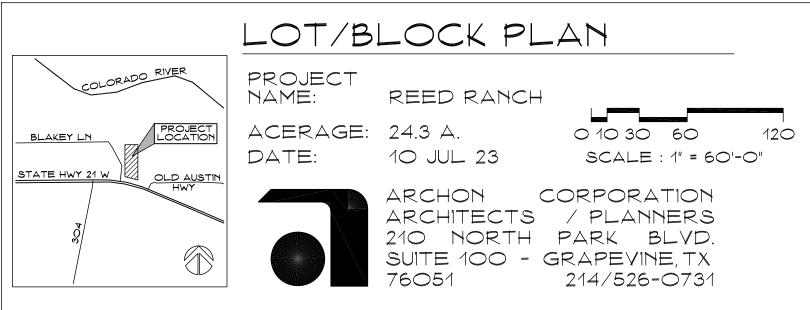


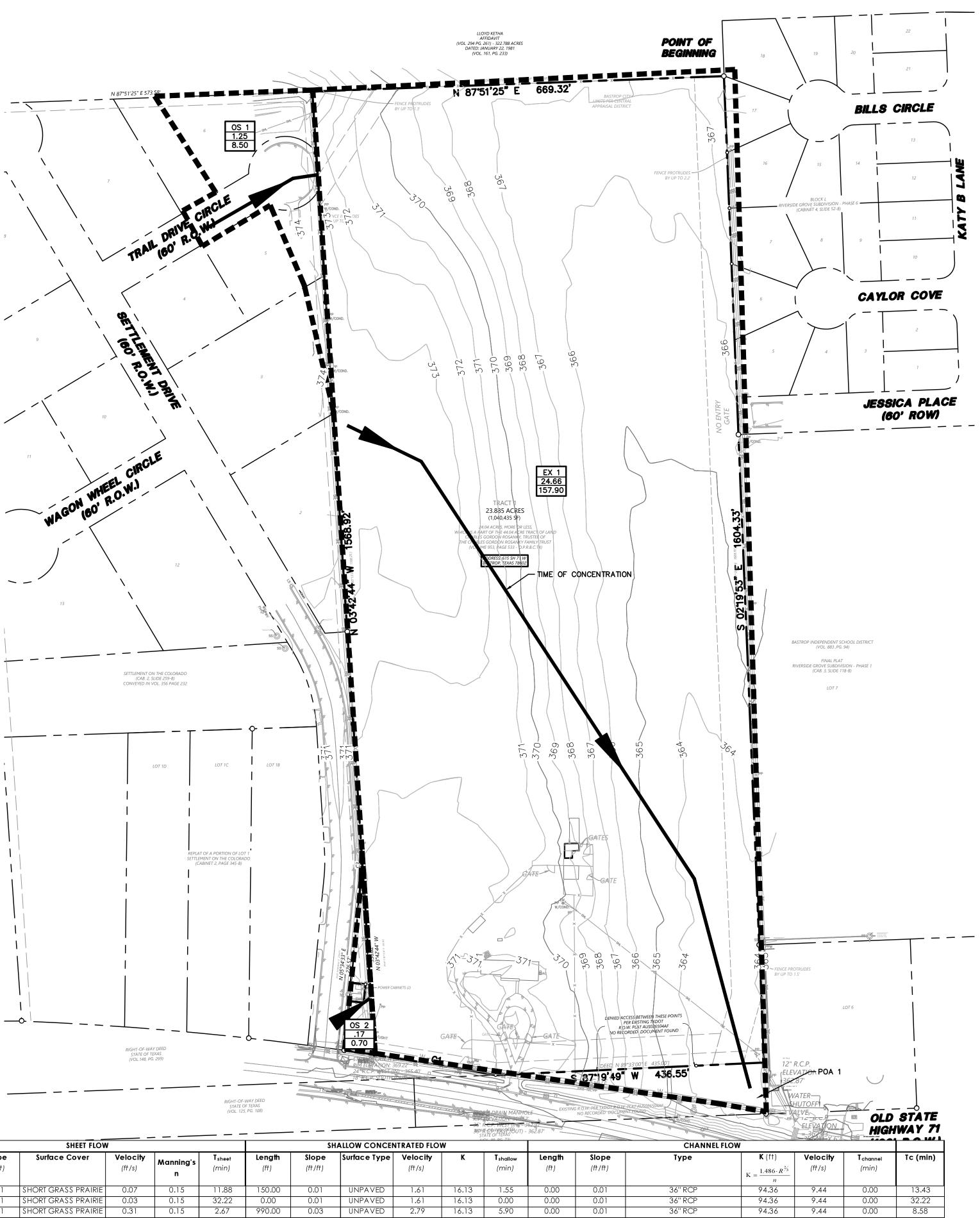
GARY G. WOOD #12202 PRELIMINARY - NOT TO BE USED FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION DATE: 7 SEP 23





ARCHITECT: GARY G. WOOD #12202 PRELIMINARY - NOT TO BE USED FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION DATE: 10 JUL 23 Item 9A.





					SHEET FLOW	V			
DRAINAGE NUMBER	INLET NUMBER	AREA (acres)	Length (ft)	Slope (ft/ft)	Surface Cover	Velocity (ft/s)	Manning's n	T_{sheet} (min)	Length (ft)
OS 1	OS 1	1.25	50.00	0.01	SHORT GRASS PRAIRIE	0.07	0.15	11.88	150.00
OS 2	OS 2	0.17	50.00	0.01	SHORT GRASS PRAIRIE	0.03	0.15	32.22	0.00
EX 1	EX 1	24.66	50.00	0.01	SHORT GRASS PRAIRIE	0.31	0.15	2.67	990.00

					2 YEAR	STORM	10 YEAF	RSTORM	25 YEAI	R STORM	100 YEA	RSTORM
Drainage Area Basin Designation	Drainage Area (ac)	Base Curve Number CN	-	Impervious Cover %	Runoff Per Drainage Area (cfs)	Routed Cumulative Runoff (cfs)						
O\$ 1	1.25	61	8.06	34.64%	2.50		5.50		6.10		8.50	
OS 1	1.25	61	19.33	0.00%	0.10		0.40		0.50		0.70	
EX 1	24.66	61	5.15	1.32%	27.40		86.20		103.80		157.90	
POA 1					27.40		86.20		103.80		157.90	

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	REVISIONS	NO. DATE DESCRIPTION			
	REED RANCH		BASTROP TX, 78602	EXISTING DRAINAGE AREA MAP	
	PRELIMINARY	NOT FOR CONSTRUCTION	AND IS NOT INTENDED FOR PERMITTING, BIDDING, OR CONSTRUCTION PURPOSES.	PLANS PREPARED UNDER THE DIRECT SUPERVISION OF HOLLIS ANN SCHEFFLER, P.E. TEXAS REGISTRATION NO. 136049. DATE: xx/xx/xx	

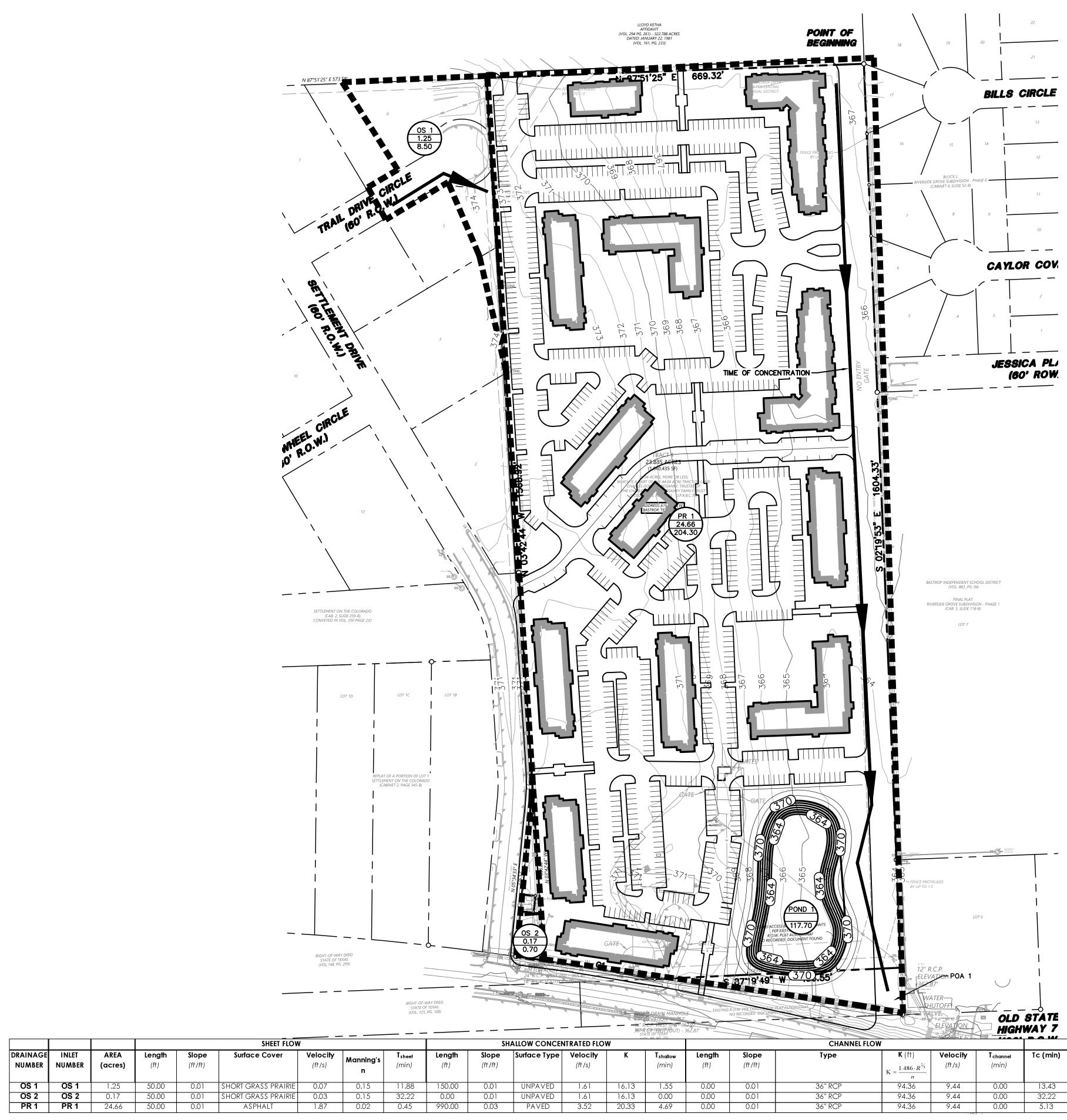


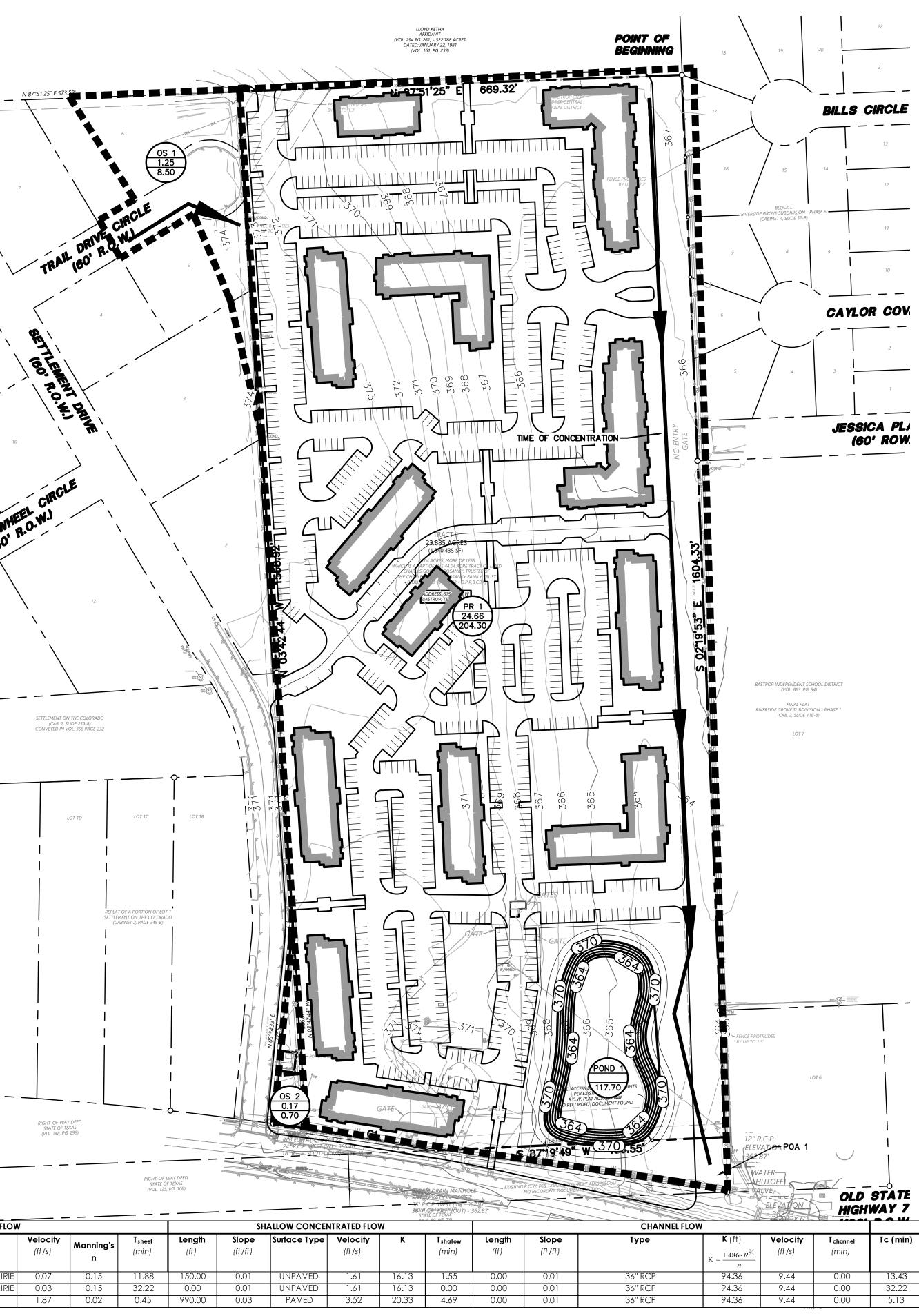
HEC-HMS SUMMARY: DEVELOPED CONDITIONS

Slope

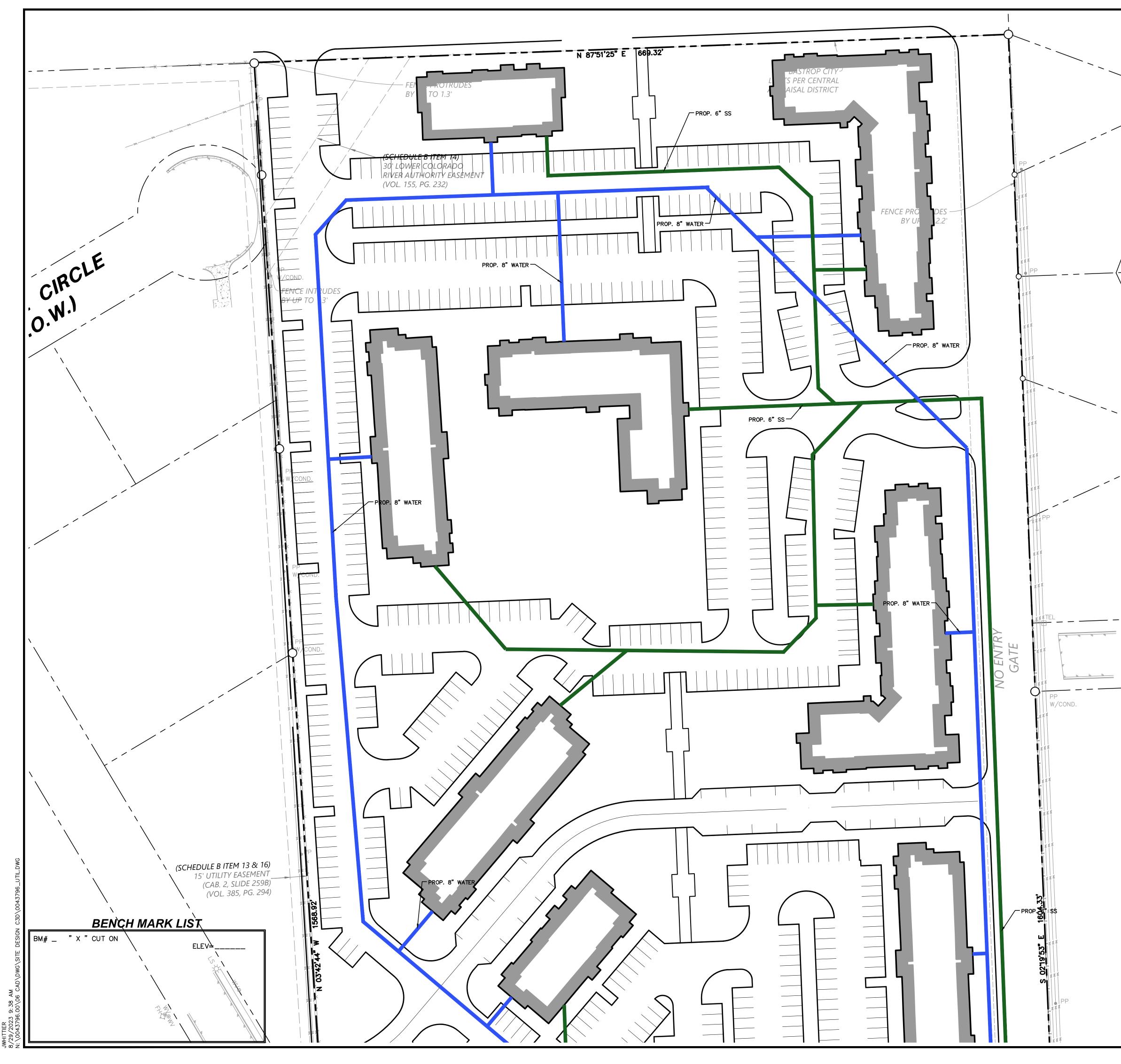
(ft/ft)

				 	2 YEAR STORM		10 YEAR STORM		25 YEAR STORM		100 YEAR STORM		
Drainage Area Basin Designation	Drainage Area (ac)	Base Curve Number CN	Lag Time (min)	Cumulative Area (ac)	Impervious Cover %	Runoff Per Drainage Area (cfs)	Routed Cumulative Runoff (cfs)						
OS 1	1.25	61	8.06	1.25	34.64%	2.50		5.50		6.10		8.50	
OS 2	0.17	61	19.33	0.17	0.00%	0.10		0.40		0.50		0.70	
PR 1	24.66	61	3.08	24.66	62.90%	78.00		149.00		155.70		204.30	
POND 1							27.20		82.50		91.00		117.70
POA 1						27.20		82.50		91.00		117.70	





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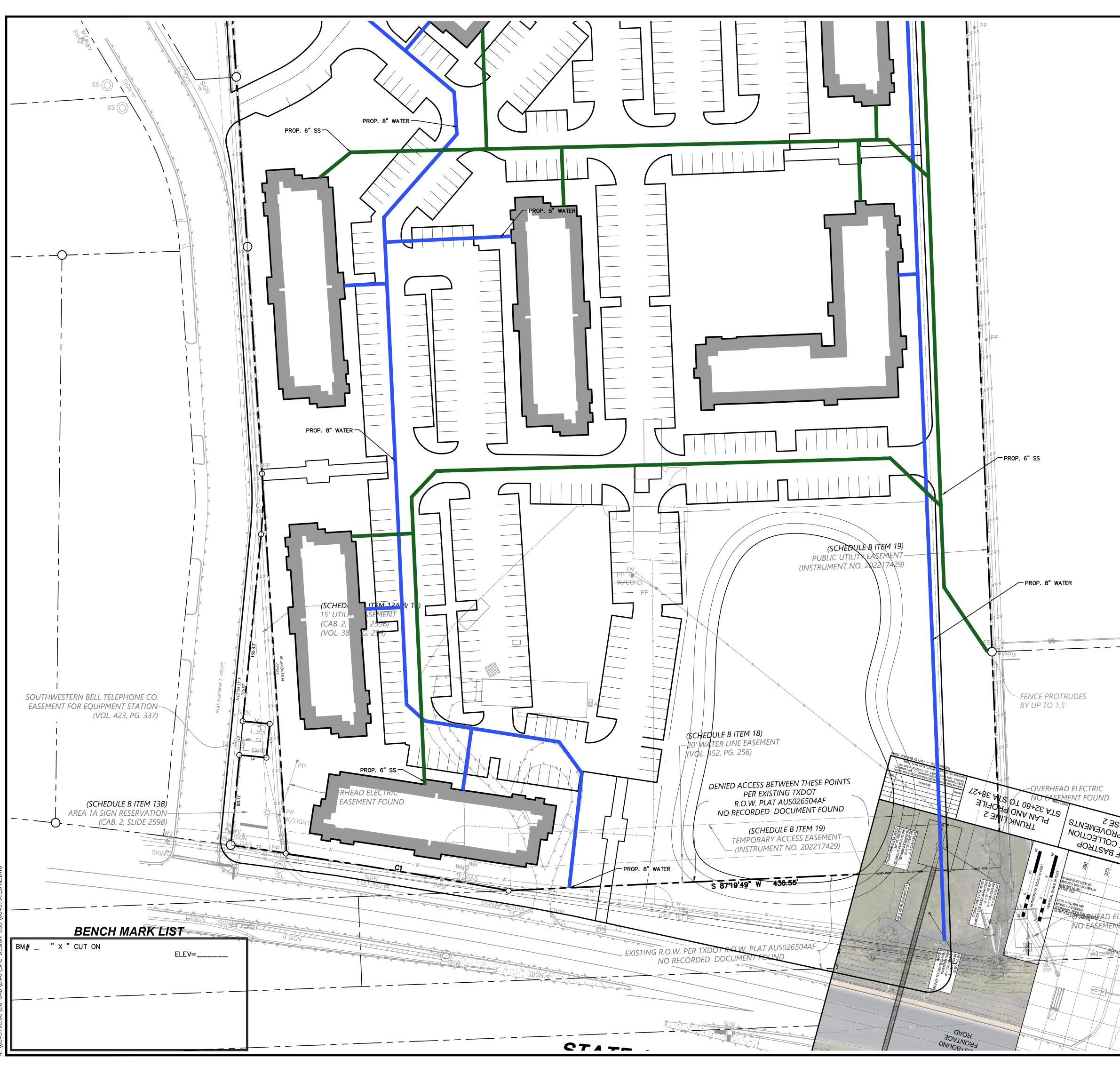


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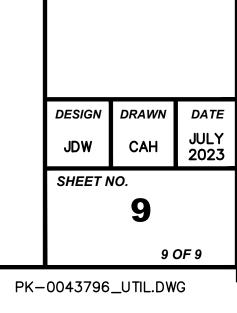
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 6.A. TCEQ CHAPTER 217.53 PIPE DESIGN, SECTION (d) SEPARATION DISTANCES. 6.B. TCEQ CHAPTER 290.44 WATER DISTRIBUTION, SECTION (e) LOCATION OF WATERLINES. 7. CONTRACTOR TO VERIFY ALL EXISTING SEWER FLOW LINES BEFORE BEGINNING 		DATE		
CONSTRUCTION. 8. CONTRACTOR SHALL TIE A ONE INCH WIDE PIECE OF RED PLASTIC FLAGGING TO THE END OF SEWER SERVICE AND SHALL LEAVE A MINIMUM OF 36 INCHES OF FLAGGING EXPOSED AFTER BACKFILL. AFTER CURB AND PAVING IS COMPLETED, CONTRACTOR SHALL MARK THE LOCATION OF THE SEWER SERVICE ON THE CURB OR ALLEY IN		Ö		
 ACCORDANCE WITH THE STANDARD CITY SPECIFICATIONS. ALL SANITARY SEWER LINES SHALL BE TESTED IN ACCORDANCE WITH THE STANDARD CITY SPECIFICATIONS. THE UTILITY CONTRACTOR SHALL INSTALL THE WATER SERVICES TO A POINT TWO FEET BACK OF THE CURB LINE AT A DEPTH OF 12 INCHES. THE METER BOX SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR ATER THE PAVING CONTRACTOR HAS COMPLETED THE FINE GRADING BEHIND THE BACK OF THE CURB. EACH SERVICE LOCATION SHALL BE MARKED ON THE CURB WITH A BLUE LETTER "W" BY THE UTILITY CONTRACTOR AND TIED TO PROPERTY CORNERS ON THE "RECORD DRAWINGS." ALL METER BOXES SHALL BE LOCATED IN NON-TRAFFIC AREAS. TRENCH BACKFILL MATERIAL SHALL CONFORM TO THE REQUIREMENTS OF NCTCOG ITEM 504.2 AND SHALL BE MECHANICALLY COMPACTED IN 6-INCH LIFTS TO THE TOP OF SUBGRADE TO A MINIMUM OF 95% STANDARD PROCTOR DENSITY IN ACCORDANCE WITH NCTCOG ITEM 504.5 UNLESS OTHERWISE SHOWN ON THESE PLANS OR STATED IN THE STANDARD CITY SPECIFICATIONS. EMBEDMENT SHALL CONFORM TO THE REQUIREMENTS OF NCTCOG ITEM 504.5 UNLESS OTHERWISE SHOWN ON THESE PLANS OR STATED IN THE STANDARD CITY SPECIFICATIONS. EMBEDMENT SHALL BE FURNISHED AND SET ON EACH GATE VALVE. AFTER THE FINAL CLEAN-UP AND ALIGNMENT HAS BEEN COMPLETED, THE UTILITY CONTRACTOR SHALL POUR A 24"X24"X6" CONCRETE BLOCK AROUND ALL VALVE BOX TOPS LEVEL WITH THE FINISHED GRADE. CONTRACTOR SHALL RECONNECT ALL EXISTING SERVICES AND MAINTAIN EXISTING SERVICES THROUGHOUT CONSTRUCTION. IF REQUIRED DUE TO CONSTRUCTION, POWER POLES TO BE BRACED OR RELOCATED AT CONTRACTOR'S EXPENSE. 	REED RANCH		BASTROP TX, 78602	LITY PLAN 2 OF 2

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REED RANCH

PLANNED DEVELOPMENT DISTRICT

Exhibit C

Variances, Deviations, Waivers, and Warrants

B3 Code Section	Description	Development Issue	Proposed Alternative & Reasoning
7.1.002(k)	To prevent future conflicts regarding Street	Dedication requirement does not	Allowing for streets to be
	maintenance, private Streets are prohibited, except	permit developer to manage and	privately owned, managed, and
	where justified by special considerations.	maintain streets.	maintained is fiscally sustainable.
7.2.003	Street right-of-way must be dedicated		
7.3.004	Traffic Lanes: Two lanes at 10 feet each	Complying with health/safety	Permitting 12.5' lanes such that
		codes requires lanes to be wider.	the street can meet fire lane
	Parking Lanes: Both sides parallel at 8 feet, marked		requirements meets the intent of
		Only permitting parallel parking	the code and is fiscally
		does not allow for a financially	sustainable. Allowing for head-in
		feasible amount of parking	parking to be 18' is fiscally
		spaces.	sustainable. Project to comply
			with street standards as generally
			shown in Exhibit D.
7.5.002(d)	Storm Drainage Facilities, if equipped to provide Civic	Drainage requires a large portion	An amenitized wet pond with a
	Space, may be counted toward the 10% Civic Place	of the project to be a pond. Not	trail as generally shown in Exhibit
	Type allocations requirement by warrant.	allocating this space toward the	B meets the intent of code, is
		Civic Space requirement makes	fiscally sustainable, and
		project fiscally infeasible.	authentically Bastrop.
7.1.002(h)	Dead-end Streets must be avoided.	Proposed design does not show	For avoidance of doubt, internal
		dead-end streets. Rather, internal	drives culminating into 20'
		drives culminate into left and	walkway easement placed as
		right parking aisles for buildings	generally shown in Exhibit B
		or walkway plazas in line with	meets the intent of code.
		5.2.002(d).	
5.2.002	Preferred block size is 330' by 330'and max block	Drainage block is large due to odd	Allowing for a single larger block
	perimeter of 1,320'	shape of site and need for a large	complies with intent of code.
		pond.	
			Permitting private drives as
		Treating private	thoroughfares for block
		streets/driveways as block	boundaries, as generally shown

		boundaries for this measurement	on Exhibit B is fiscally sustainable
		results in an urban fabric of slow	and meets the intent of code.
		streets, with the plazas acting as	
		traffic calming devices.	
5.2.002(f)	In the P4 Mix, a minimum Residential mix of three	Proposed design elects only	As the project is unlikely to move
	Building Types (not less than 20%) shall be required.	apartment buildings with	forward if a variety of building
		amenity and civic spaces. A	types are required, allowing for a
		variety of building types is not	warrant is fiscally sustainable.
		fiscally sustainable.	
6.5.003	-70 percent max lot coverage;	Project may not meet all build-to-	Permitting lot occupation as
	-60% minimum buildout at build-to-line;	line, façade buildout, or lot	generally shown in Exhibit B is
	-Build-to-line is 5-15 ft	coverage requirements. The 60%	fiscally sustainable.
		buildout line is feasible along	
		publicly dedicated streets but not	
		interior privately owned and	
		maintained streets.	
7.5.002	Plazas not permitted in P4 and require a minimum	Walkway easements/plazas as	Allowing such walkway
	size of ½ acres.	shown on Exhibit B allow for	easements/plazas meets the
		improved site design/walkability.	intent of code in that it improves
			walkability.
6.3.006(5)	On-site surface parking must be located in the Second	With plan for private streets,	Allowing for streets to be
	Layer or Third Layer of each Lot.	project desires to allow for	privately owned, managed, and
		Frontage to be on such private	maintained, as well as allowing
		streets such that layers can be	for corresponding parking
		measured from private streets, as	placement, is fiscally sustainable.
		generally shown on Exhibit B.	

Alternative Methods of Compliance

Private Streets are allowed but shall generally conform to Exhibit D, and to the following:

To the extent the City requests public access for Street C, as generally shown on Exhibit C, such street

1. Shall be on a separate private lot;

- 2. Shall be fully covered by a public access and utility easement;
- 3. Shall not be closed to the public and must be built to the standards found in the City of Bastrop Construction Standards Manual;
- 4. Shall have a street tree every 30 feet;
- 5. Shall have Pedestrian lighting every 60 feet;
- 6. Shall provide streetlights at all intersections, dead ends, and dangerous curves. In no instance shall the street lighting exceed 165 feet from the nearest streetlight;
- 7. Shall require lots with more than 80 feet of street frontage to provide driveway spacing of 300 feet (except for the closest driveways on Street C to Settlement Road);
- 8. Shall require pavement width as generally shown on Exhibit C.

The project shall comply with the below maintenance plan for the private streets as generally shown on Exhibit C:

- a. Crack Seal: Years 1-5
- b. Seal Coat: Years 6-10
- c. Resurface and Rehabilitation: 11-25.

Site Development Standards:

- 1. Establish the below minimum lot sizes and setbacks:
 - a. Minimum lot area of 12,000 square feet
 - b. Minimum lot width of 100 feet
 - c. Minimum lot depth of 125 feet
 - d. Minimum front yard of 5-15 feet, except that Blocks 2 and 4 in Phase 2 shall have a building setback of at least 30 feet from the proposed new road, as generally shown in Exhibit B.
 - e. Minimum interior side yard of 15 feet
 - f. Minimum exterior side yard of 15 feet
 - g. Minimum rear yard of 35 feet
- 2. Setbacks or other site development standards can be changed by administrative approval of the City Manager or her designee notwithstanding that the forgoing does not violate the International Building Code.

PLANNED DEVELOPMENT DISTRICT

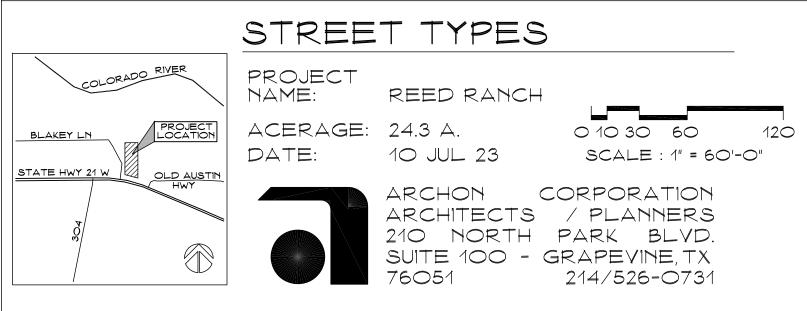
Exhibit D

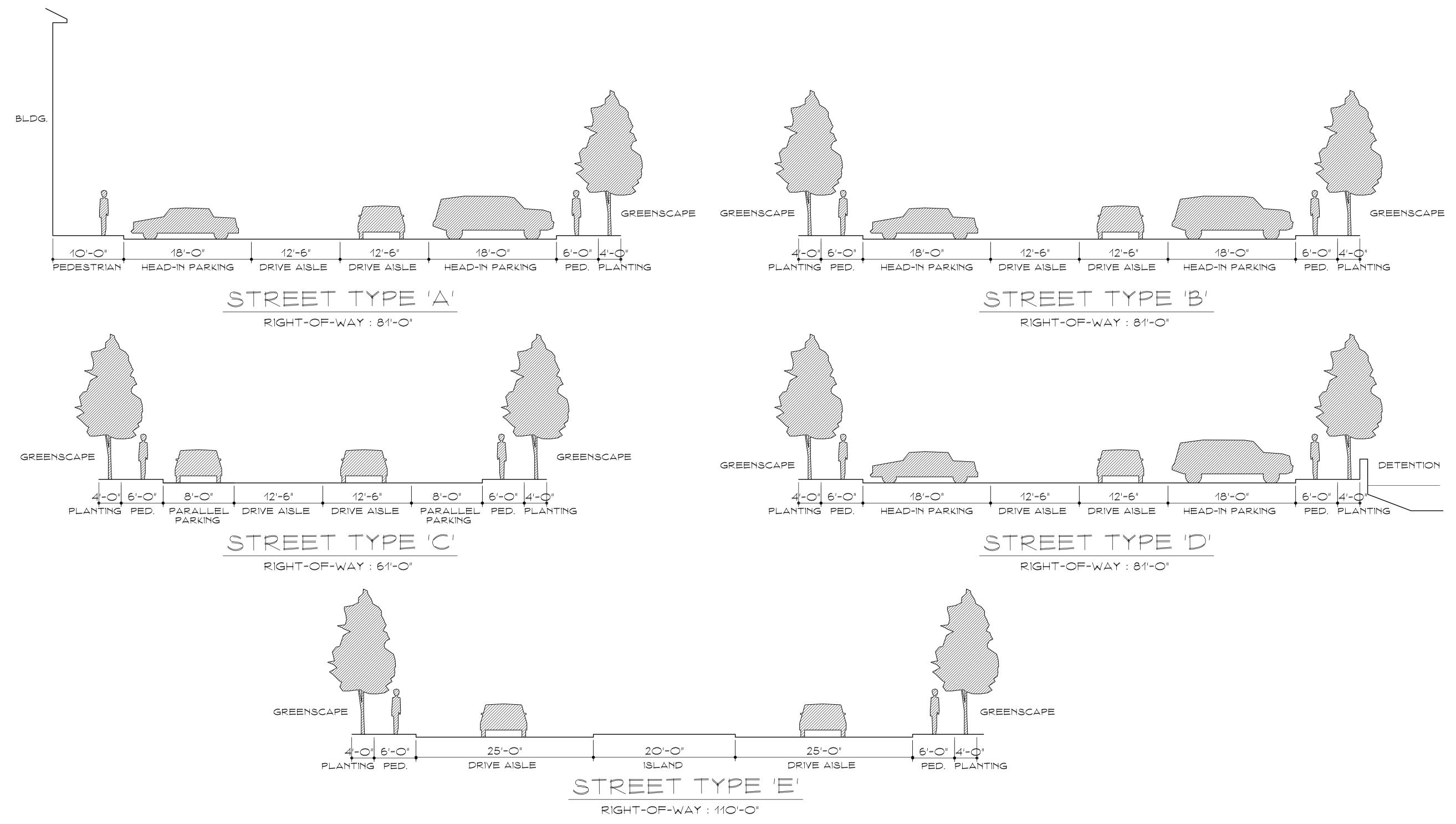
Street Standards



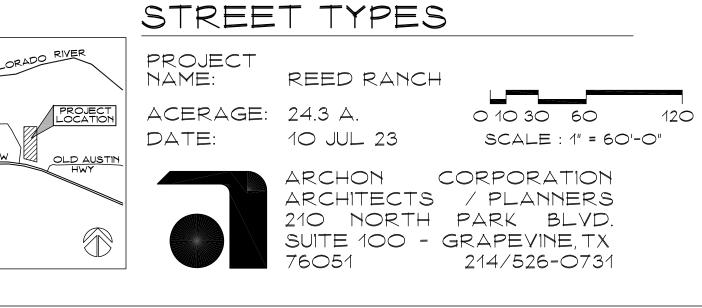
ARCHITECT: GARY G. WOOD #12202 PRELIMINARY - NOT TO BE USED FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION DATE: 10 JUL 23

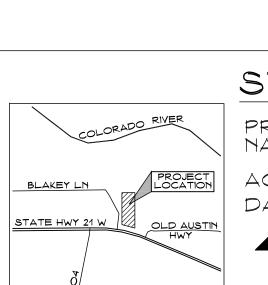
Item 9A.





ARCHITECT: GARY G. WOOD #12202 PRELIMINARY - NOT TO BE USED FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION DATE: 10 JUL 23







STAFF REPORT

Item 9B.

MEETING DATE: September 12, 2023

TITLE:

Hold public hearing and consider action on the first reading of Ordinance No. 2023-36 approving the Burleson Crossing East Zoning Concept Scheme, changing the zoning for 19.81 acres out of the Nancy Blakey Survey from P5 Core to a Planned Development District (PDD) with a P5 Core base zoning, as shown in attached as Attachment 2, located at the northeast corner of State Highway 71 and Edward Burleson Drive, within the city limits of Bastrop, Texas.

STAFF REPRESENTATIVE:

Kennedy Higgins – Planner, Development Services

BACKGROUND:

The applicant has applied for a Zoning Concept Scheme for Burleson Crossing East (Attachment 2). The proposal is to place a Planned Development District (PDD) with a P5 Core base zoning to suffice commercial uses such as retail and restaurant onsite.

Place Type 5 – Core is defined in the code as:

"Higher density mixture of Building Types that accommodate commercial, retail, offices, row houses, and apartments. It has a tight network of Streets, with wide sidewalks, steady Street Tree plantings, and buildings set close to the sidewalks. P5 is a highly walkable area. A continuous line of buildings is critical to define the Public Frontage and allow for visible activity along the Street edge."

The Future Land Use Plan shows this area as General Commercial:

"The General Commercial character area supports local and regional businesses that rely on heavy traffic volumes and the visibility that is associated with being located near major roadways. General Commercial developments typically involve varying development intensities, from smaller locally owned shops to big box retailers. These areas are predominantly auto-oriented, with large accessory parking areas.

PLANNING & ZONING COMMISSION RECOMMENDATION:

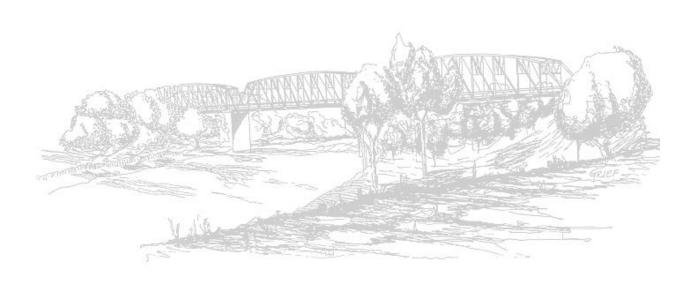
The P&Z Commission reviewed the Zoning Concept Scheme at their August 31, 2023, regular meeting and recommended approval of the Planned Development District, by a vote of 6-0.

STAFF RECOMMENDATION:

Hold public hearing and consider action to approve the first reading as written and move to include on the September 19, 2023 Regular Agenda for second reading.

ATTACHMENTS:

- Attachment 1: Location Map
- Attachment 2: Zoning Concept Scheme
- Attachment 3: Future Land Use Map
- Attachment 4: Warrant List
- Attachment 5: Draft PDD Zoning Exhibits
- Attachment 6: Draft PDD Agreement



ORDINANCE 2023-36

ZONING CONCEPT SCHEME CHANGE BURLESON CROSSING EAST

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE ZONING CHANGE FOR 19.81 +/- ACRES OUT OF THE NANCY BLAKEY SURVEY, ABSTRACT 98, BASTROP COUNTY, TEXAS, MORE COMMONLY KNOWN AS BURLESON CROSSING EAST FROM P5 CORE TO PLANNED DEVELOPMENT DISTRICT; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENFORCEMENT; PROVIDING FOR PROPER NOTICE AND MEETING; AND ESTABLISHING AN EFFECTIVE DATE.

- WHEREAS, the City of Bastrop, Texas (City) is a Home-Rule City acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and
- WHEREAS, on or about July 26, 2023, Steve Durhman submitted a request for zoning modifications for certain properties located at the northeast corner of State Highway 71 and Edward Burleson Drive, within the city limits of Bastrop, Texas described as being 19.81 +/- acres of land out of the Nancy Blakey Survey Abstract 98 more commonly known as Burleson Crossing East ("Property"); and
- WHEREAS, the City Staff has reviewed the request for zoning modifications, and finds it to be justifiable based upon the Future Land Use Designation for this Property; and
- WHEREAS, City Council has reviewed the request for zoning modifications, and finds the request to be reasonable and proper under the circumstances; and
- WHEREAS, in accordance with Texas Local Government Code Chapter 211, public notice was given, and a public hearing was held before the City of Bastrop Planning and Zoning Commission (P&Z) on August 31, 2023; and
- WHEREAS, in accordance with Texas Local Government Code Chapter 211, public notice was given, and a public hearing was held before the City Council regarding the requested zoning modification; and
- WHEREAS, Texas Local Government Code Section 51.001 provides the City general authority to adopt an Ordinance or police regulations that are for good

government, peace, or order of the City and are necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, after consideration of public input received at the hearing, the information provided by the Applicants, and all other information presented, City Council finds that it is necessary and proper to enact this Ordinance.

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

- **Section 1:** The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.
- Section 2: The Property, a 19.81 +/- acres tract of land out of the Nancy Blakey Survey, Abstract 98, Bastrop County, Texas, more commonly known as Burleson Crossing East, more particularly shown and described in Attachment A which is attached and incorporated herein, is hereby rezoned from P5 Core to Planned Development District with a P5 Core base zoning. The City Manager is hereby authorized to promptly note the zoning change on the official Zoning Map of the City of Bastrop, Texas.
- **Section 3:** All ordinances, resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.
- **Section 4:** If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, that invalidity or the unenforceability will not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision.
- **Section 5:** 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.
- **Section 6:** This Ordinance shall be effective immediately upon passage and publication.

[Signatures on following page]

READ & ACKNOWLEDGED on First Reading on this the 12th day of September 2023.

READ & ADOPTED on Second Reading on this the 19th day of September 2023.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

ATTACHMENT A

Property Description





125 250 500 0 Feet

Zoning Concept Scheme **Burleson Crossing East**

1 inch = 400 feet

Date: 08/17/2023

Date: 08/17/2023 The accuracy and precision of this cartographic data is limited and should be used for information /planning purposes only. This data does not replace surveys conducted by registered Texas land surveyors nor does it constitute an "official" verification of zoning, land use classification, or other classification set forth in local, state, or federal regulatory processes. The City of Bastrop, nor any of its employees, do not make any warranty of merchantability and fitness for particular purpose, or assumes any legal liability or responsit accuracy, completeness or usefullness information, nor does it represent that its not infringe upon privately owned rig

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	CABLE:	
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ELECTRIC :

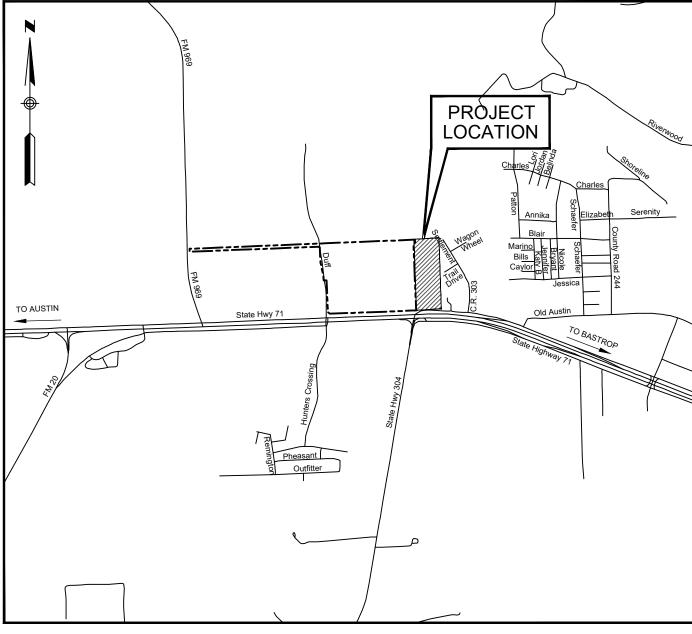
TELEPHONE:

GAS :

PROPOSED UTILITY PROVIDERS WATER AND WASTEWATER : CITY OF BASTROP - TREY JOB (512) 332-8932 BLUEBONNET ELECTRIC COOPERATIVE - RODNEY GERIK (979) 542-8527 CENTERPOINT/ENTEX - WENDY LAMB (830) 643-6938 AT&T TIME-WARNER

	REVISIONS / CORRECTIONS							
Number	Description	Revise (R) Add (A) Void (V) Sheet No.'s	City of Bastrop Approval- Date					

BURLESON CROSSING EAST ZONING CONCEPT PLAN



LOCATION MAP (N.T.S.)

SUBMITTAL DATE: OCTOBER 4TH, 2021

LEGAL DESCRIPTION

19.81 ACRES IN THE NANCY BLAKEY SURVEY, ABSTRACT NO. 98 BASTROP COUNTY, TEXAS

<u>OWNER:</u>	ERHARD LEGACY PARTNERS, LTD. 11111 WILCREST GREEN DRIVE, SUITE 100 HOUSTON, TEXAS 77042
<u>DEVELOPER :</u>	BASTROP RETAIL PARTNERS, LP. c/o DURHMAN AND BASSETT REALTY GROUP, INC. 100 EAST ANDERSON LANE, SUITE 200 AUSTIN, TX. 78752 PHONE # (512) 833-6444 FAX # (512) 833-6448
<u>ENGINEER :</u>	LJA ENGINEERING INC. 5316 HIGHWAY 290 W. SUITE 150 AUSTIN TEXAS 78735 CONTACT PERSON : S. DANNY MILLER, P. E PHONE # (512) 439-4700 FAX # (512) 439-4716
<u>SURVEYOR :</u>	LJA SURVEYING INC. 5316 HIGHWAY 290 W. SUITE 150 AUSTIN TEXAS 78735 CONTACT PERSON : MATT OVERALL PHONE # (512) 439-4700 FAX # (512) 439-4716

BURLESON CROSSING EAST ZONING CONCEPT PLAN

SHEET NO.

DESCRIPTION

01	COVER SHEET
02	ZONING CONCEPT PLAN
03	OVERALL DRAINAGE AREA MAP
04	CONCEPTUAL UTILITY PLAN
05	LANDSCAPE CONCEPTUAL PLAN
06	LANDSCAPE CONCEPTUAL PLAN

NOTES:

1. THIS PROJECT IS LOCATED IN AN UNNAMED TRIBUTARY OF THE COLORADO RIVER.

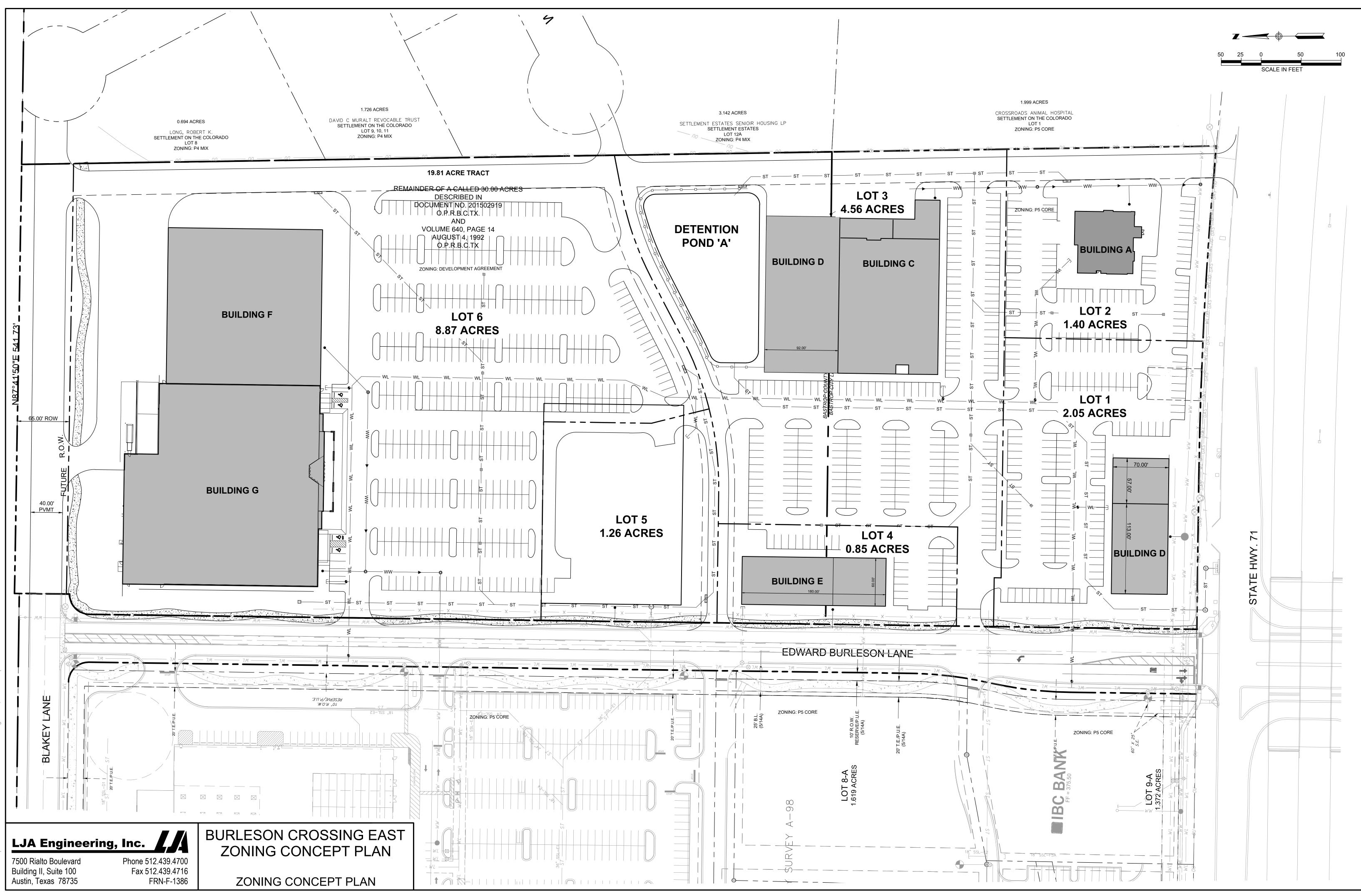
2. THE TRACT SHOWN HEREON LIES WITHIN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD-PLAIN), AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, AS SHOWN ON MAP NO. 48021C0355E, DATED JANUARY 19, 2006, FOR BASTROP COUNTY, TEXAS AND INCORPORATED AREAS.

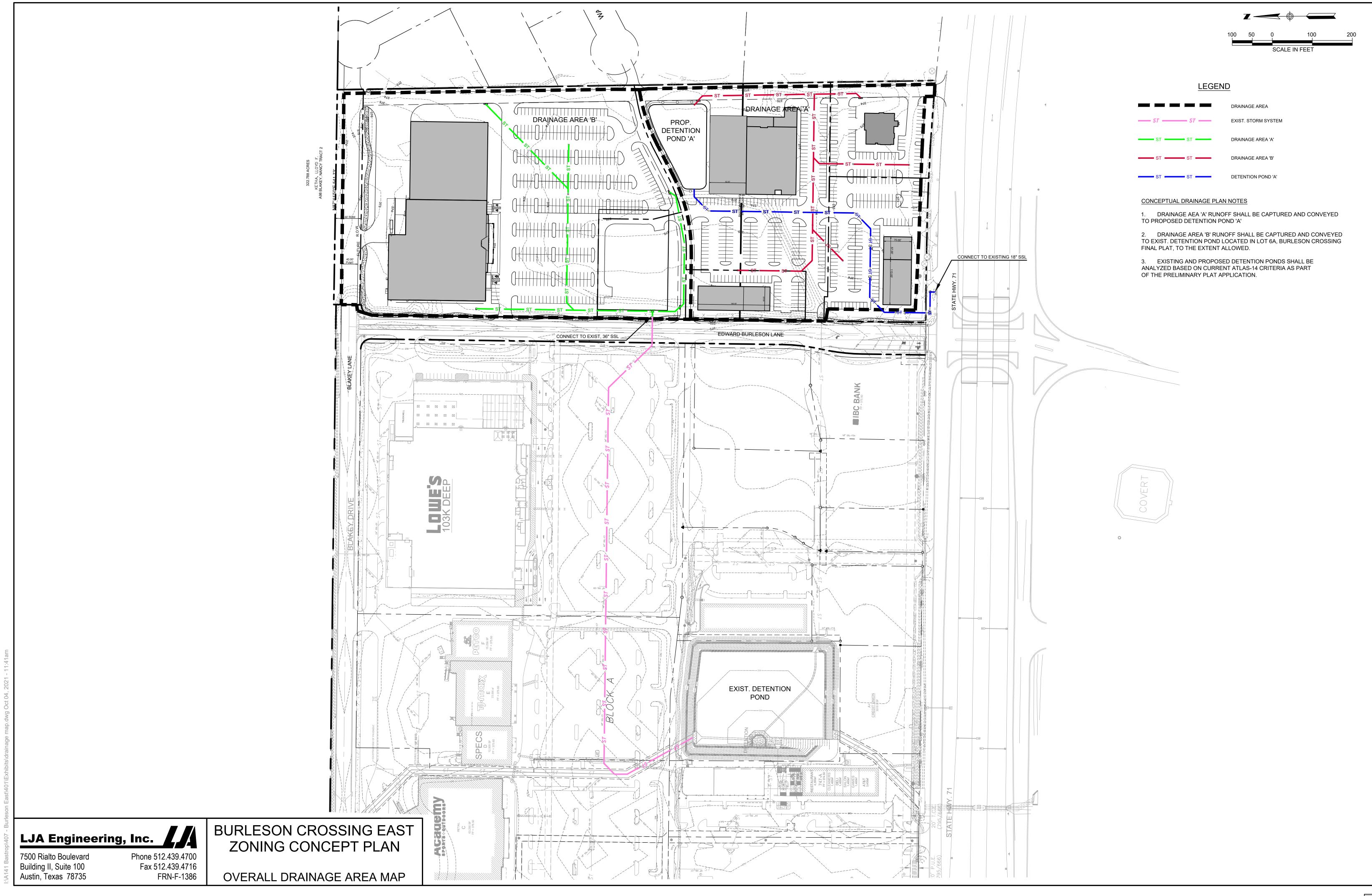
LJA Engineering & Surveying, Inc.

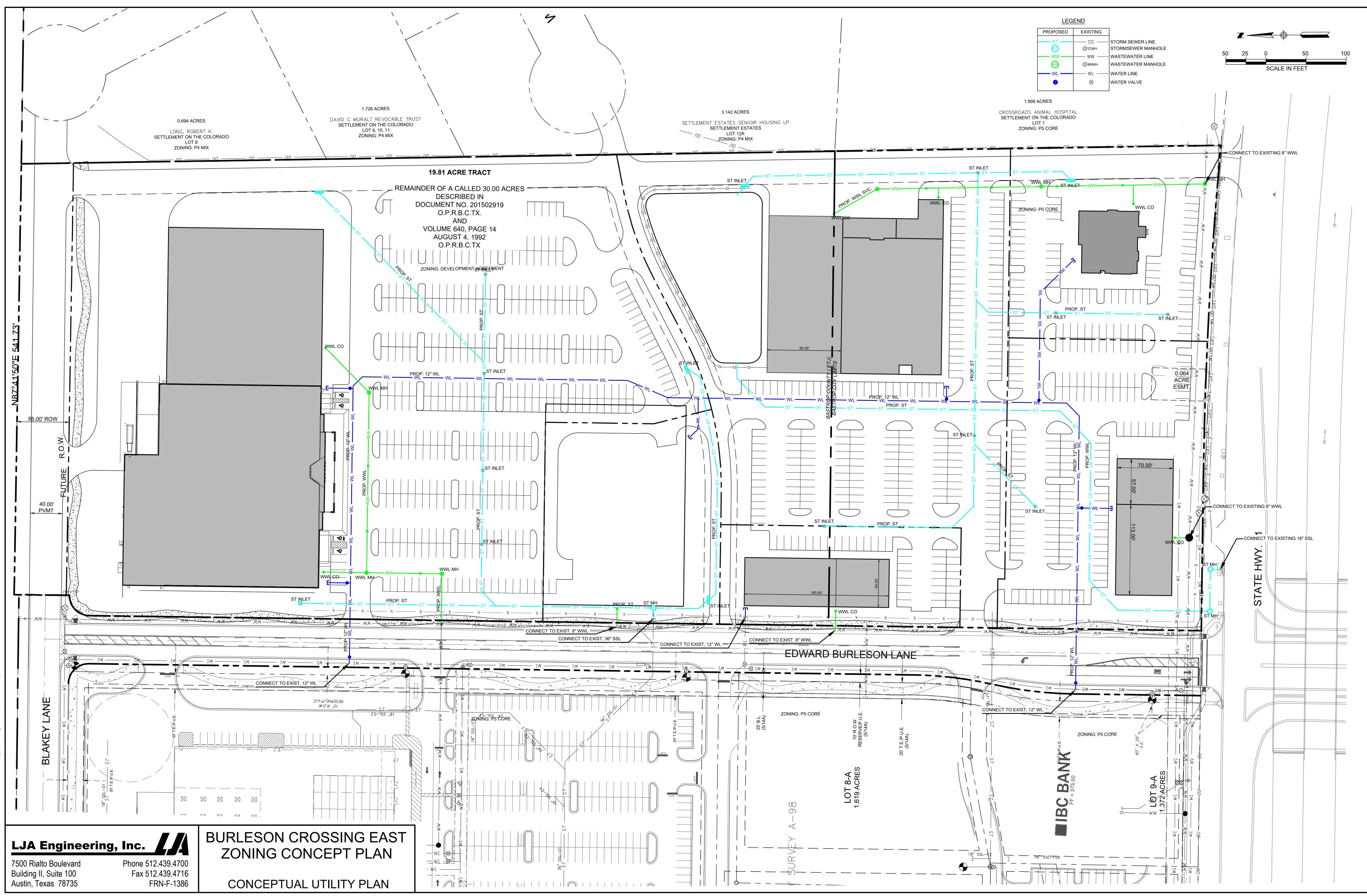
5316 Highway 290 West Suite 150 Austin, Texas 78735

Phone 512.439.4700 Fax 512.439.4716 FRN-F-1386 CV1

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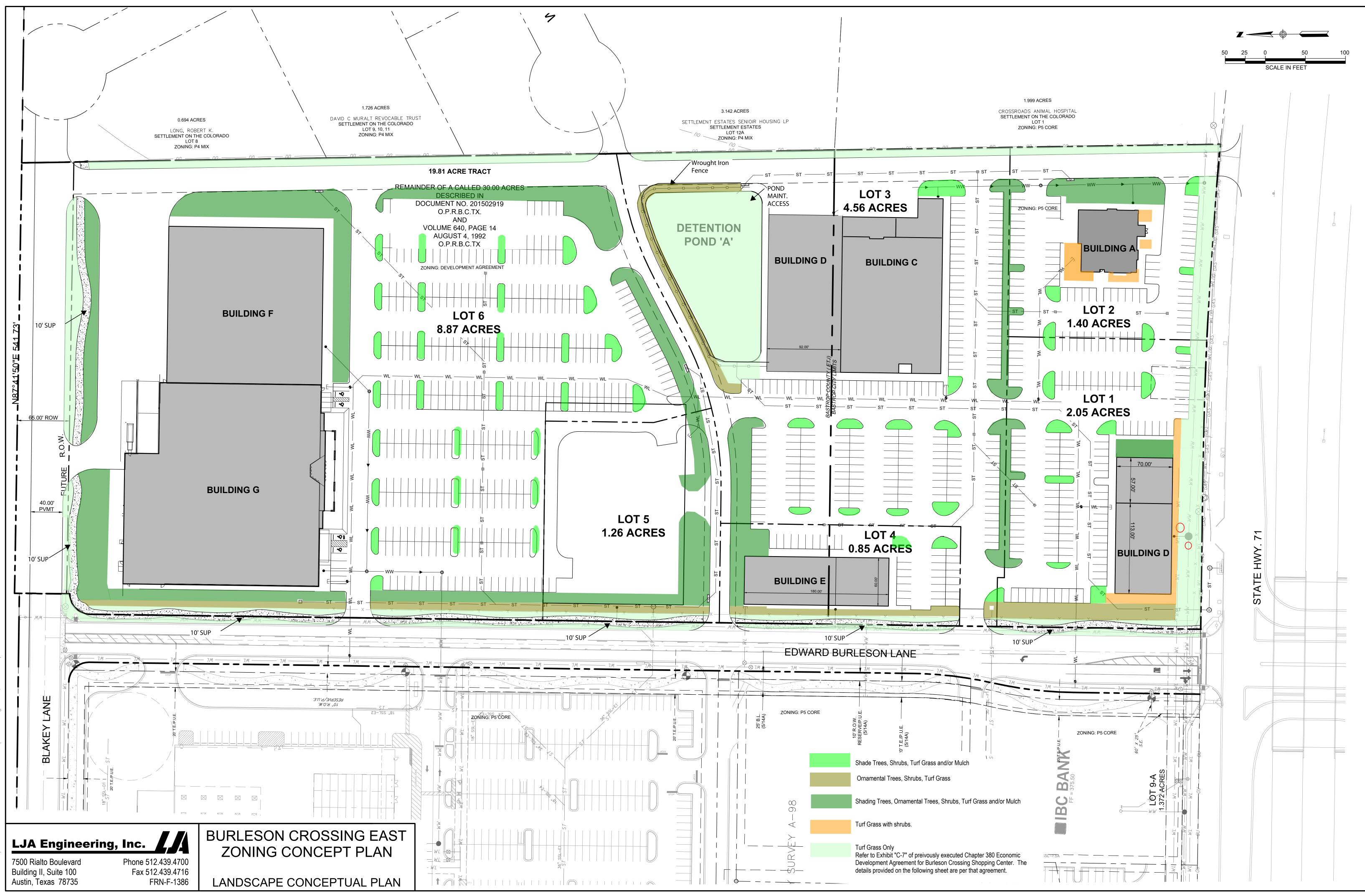




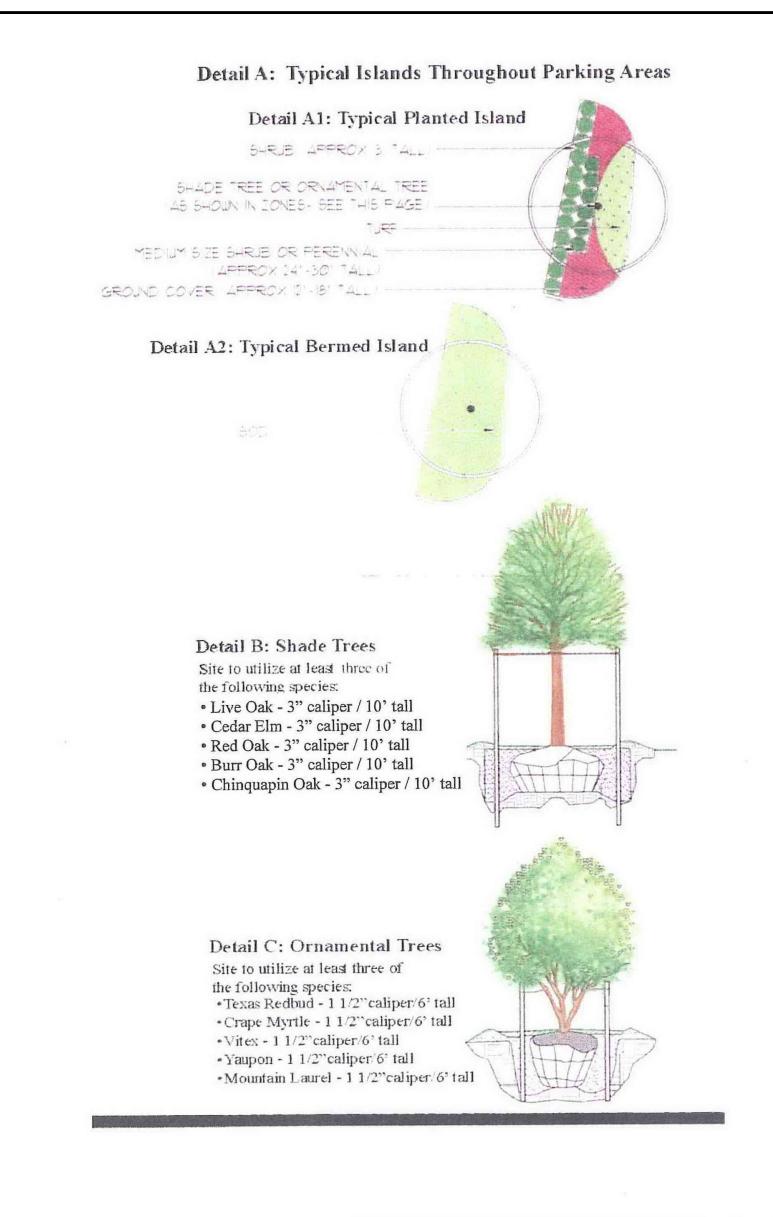


.141 Bastrop\407 - Burleson East\401\Exhibits\utility plan.dwg Oct 04, 2021 -

Item 9B.



141 Bastrop\407 - Burleson East\401\Exhibits\landscape PLAN.dwg Oct 04, 2021 - 1





This is a general example of the landscaping in certain end islands and medians.

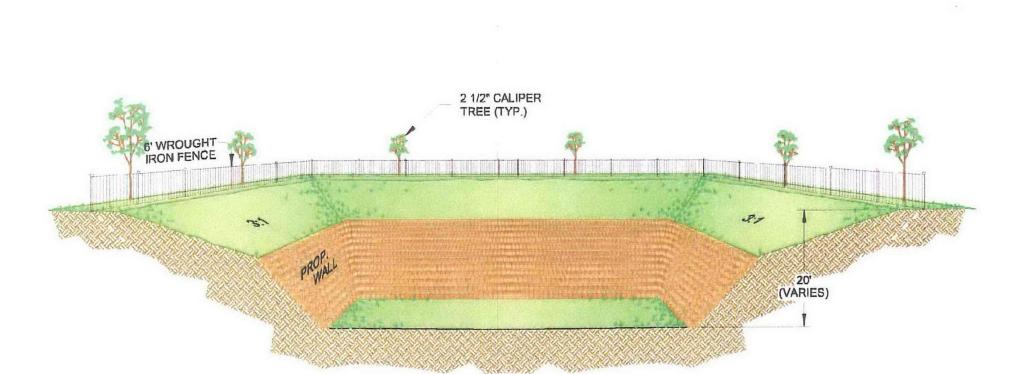
LJA Engineering, Inc.

7500 Rialto Boulevard Building II, Suite 100 Austin, Texas 78735 Phone 512.439.4700 Fax 512.439.4716 FRN-F-1386 BURLESON CROSSING EAST ZONING CONCEPT PLAN

LANDSCAPE CONCEPTUAL PLAN



This is a general example of the landscaping in certain end islands and medians.





This is a general example of the landscaping in certain end islands and medians.

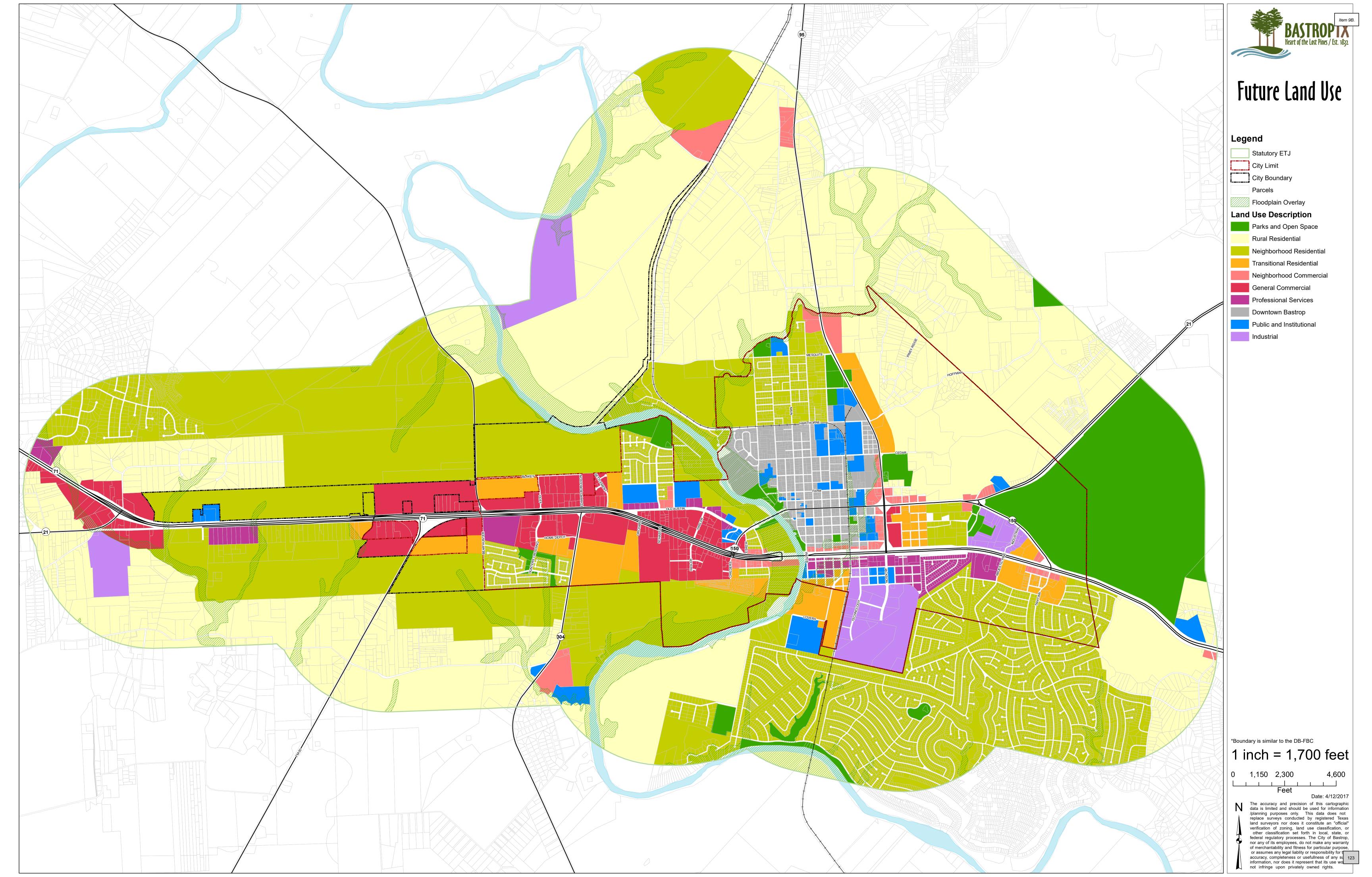
THIS IMAGE/DEPICTION/DRAWING IS CONCEPTUAL IN NATURE AND IS PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY. THIS IMAGE/DEPICTION/DRAWING IS ONLY PROVIDED TO DEMONSTRATE THE QUALITY OF THE DESIGN AND MATERIALS THAT MAY BE USED DURING CONSTRUCTION AND NOT THE EXACT IMPROVEMENTS THAT WILL BE CONSTRUCTED.



This is a general example of the landscaping in certain end islands and medians.



This is an general example of the landscaping in certain end islands and medians.



Burelson Crossing East

Warrant Requests

B3 Code Section	Description	Development Issue	Proposed Alternative	Warrant Determination	Response
5.2.002(b)	Max block perimeter length of 1,320 ft 330' x 330' block size	Due to the nature of this project (Retail Shopping Center), limiting block perimeter and block size is too restrictive and does not allow major retailers to utilize their prototycial buildings and site plans. Eastern driveway will be used for loading and servicing the shopping center by 18 wheeler trucks. Using the Eastern driveway as a CD Street would create a safety issue between non- shopping center traffic and 18 wheeler trucks and other service whiles, as the street could be used as a cut through street. The additional ROW requested to meet the 330 foot grid would parkent and inadquate service / loading, and in additional BOW requested to meet the to the reduced parking and inadquate service / loading areas.	Allow 30 vide private drives without street trees and sidewalks, to be utilized as boundary of blocks rather than public streets, as shown on Concept Site Plan. A public street in this location would encourage cut- through traffic that would conflict with proposed service traffic and create a safety issue.	1.320 block provided by private drive aisle with sidewalks and trees - Approved. 2880 fam to provided with private drive aisle - Denied. It does not meet TxDDT spacing for driveways on SH 71. The 8° Code requires a maximum block perimeter of 1,320 feet in P-5. For this proposed development, staff would support an internal private block perimeter of 1,320 feet, with clearly established private drive aisles, with 6 foot pedestrian walkways on one side of the drive aisles. The 2,880 foot fam to tperimeter must be provided with publically dedicated streets that meet the 8° Code requirements in Chapter 7.	The bold Warrant Determination would require the Eastern Driveway to be a public street, thereby creating the issues outlined.
5.2.002(d)	20' wide midblock pedestrian walkway for blocks that exceed (b) and (c)	20' pedestrian walkway, with landscaping, would eliminate 2 rows of parking	Propose a 6' walkway within median between parking rows across Lot 6, Provide additional pedestrian connectivity throughout site and to public ROW's. Alternate pedestrian connectivity will be provided but is not require	Partially approved. All private drives that are taking the place of the 330 grid will have trees and a six foot sidewalk.	
6.3.003(a)(3)	Building façade to be located within 30' of street corner and parking prohibited in First Layer	For a Retail Shopping Center of this nature with large corner lots, this requirement cannot be met due to the parking and service / loading area needs of the retailers	Nors : A nemate pression connectivity will be provide out is not required to align with proposed public or private drives. Eliminate this requirement	Denied at this time. This warrant review is appropriate at the time of Site Development Plan.	This warrant needs to be determined with Zoning in order to define the project constraints and to properly plan and market the Shopping Center to potential retailers.
6.3.005(d) (1	Requires all vehicular access to be taken from alleys, if alleys are provided	Many proposed private drives would qualify as an alley, thus prohibiting access from public streets.	Allow vehicular access from either alleys or public streets	Private drive aisle provided at the 330 foot block level would be considered in lieu of the publically dedicated street and not an alley. Warrant not needed.	potential retailers.
(3	For Corner Lots, driveways must be located in the Secondary Frontage	For a Retail Shopping Center of this nature, limiting access would limit options for customers and thus create internal traffic congestion	To provide adequate traffic circulation, access should be taken from primary and secondary frontages	Denied. Reviewed at Site Development Plan and bas Traffic should take access off of Secondary Frontages based on the 720' grid.	This warrant needs to be determined with Zoning in order to define driveway requirements so as to market major large retailers
(4	Driveways shall be located as far as practical from adjacent public streets	This is an ambiguous statement and requirement	Proposed driveways shall meet the minimum seperation from a public street of 40 feet, as required by this section	Denied at this time. Will determine spacing at Site Development Plan.	This warrant needs to be determined with Zoning in order to define driveway requirements so as to market major large retailers
(5	Mid-block lots with more than 40' of frontage are only allowed one driveway, with a max width of 24' for two-way drives For lots with more than 80' of frontage, driveway spacing shall be 300'	Major Retailers require lots to have more than 80 feet of frontage. Limiting access to one driveway would create internal traffic congestion. Fire Code requires driveways to be 25 wide. Driveways with large volumes of traffic would be limited to one lane out, which would create traffic congestion	Driveway access to public streets shall meet 200' spacing between centerlines. Driveways utilized for fire or truck access, shall be wide enough to meet IFC requirements, and to allow safe manueveralibility by truck traffic. Driveways with large volume of traffic may be widened as necessary to accomdate traffic volume.	Denied at this time. Will deterime total number of driveways at Site Development Plan but are willing to entertain multiple driveways that meet spacing requirements.	This warrant needs to be determined with Zoning in order to define driveway requirements so as to market major large retailers
6.3.006(b) (5	Requires parking to be located in the 2nd or 3rd Layer	Major Retailers expect their customers to be able to park in front of the front of the building for convenience, especially for customers with physical challenges	Allow parking in any Layer	Denied. More detail on pedestrian access to each building and specific architectural features that will be provided in lieu of providing interaction between the public and private realms is needed that will be determined at SDP.	This warrant needs to be determined with Zoning in order to ensure that parking meets retailer requirements and an adequate number of spaces can be provided. Shopping Center cannot be planned or marketed otherwise
6.3.006(b) (8	Requires all parking to be screened either by building or other screening material	By definition, all parking areas would be required to be screened from view up to six feet in height, along public streets and adjacent lots and properties	Limit screening to be required from Wagon Wheel, Edward Burleson and SH 71, and to include landscaping to a height of three feet	Partially Approved. Screening will be provided from all public streets at a height of 3 feet.	
6.3.006(b) (9	Prohibits parking to be located within the rear setback	For a Retail Shopping Center of this nature, many lot lines could potentially cross shared parking areas	Limit this requirement to be from eastern property line along adjacent properties only	Denied. Setbacks will be deternimed by the ICC requirements.	ICC doesn't address parking within setbacks or regulate zoning setbacks.
6.3.008(d)	Max first floor story of a Commercial building cannot exceed 25' from floor to ceiling	Many major retailers standard prototypical buildings have ceiling heights greater than 25'. This would deter those retailers from this shopping center.	Allow ceiling heights to exceed 25'	Denied. Willing to discuss alternative based on artitectural elevations and features that meet the intent to be human scale during the site development plan process.	Architectural elevations can be developed to meet human scale independantly of allowing 25' ceiling heights.
6.3.009(b)	Building frontage façade must be parallel to the ROW Frontage Line	Due to the definition of "building frontage" and surrounding conditions, this project would require at least one public road to be curvilinear, thus making this requirement architecturally difficult to meet and would limit architectural articulation and creativity.	Allow any building facades to be parrallel to street ROW, or all the bulding front to deviate from being parallel to street ROW's	Denied. Not needed. All buildings shown can be parallel to a public street that is not Wagon Wheel.	This warrant needs to be determined with Zoning to ensure that buildings facing Wagon Wheel do not have to meet this requirement.
6.3.009(d)	First floor of Commercial buildings shall have 70% minimum grazing		Limit glazing to 70% of the building front for small multi-tenant buildings, 25% of the building front for larger retail buildings, an no glazing would be required for free standing single use buildings such as resturants and banks. The building fronts shall be either the primary side of the building facing a public street, or the he side of the building facing the parking area servicing that building, whichever front the tenant / user has the storefront entrance.	Denied. This warrant cannot be considered until the Site Development Plan review with actual building elevations provided.	As codified, the glazing requirement is a deterent for a number of potential retailers. This warrant needs to be determined with the Zoning as the project cannot be marketed to potential retailers without a clear understanding of what glazing is required.
6.5.003 - A	Requires that front façade be at least 80% of the frontage width, requires the building to be located between 2'-15' from the ROW / Frontage	To measure this for each individual lot is problematic, especially for smaller single building lots like restuarants that require substantial parking area relative to building	Allow façade to frontage width ratio to be reduced to 60% and measured cumulatively for entire block, not individual lots. Remove building placement requirement relative to ROW.	Denied. Willing to discuss a reduction to 60% during Site Development Plan.	This warrant needs to be determined with Zoning in order to define the project constraints and to properly plan and market the Shopping Center to potential retailers.
6.5.003 - D	Limits Parking to Layer 3	Major Retailers expect their customers to be able to park in front of the front of the building for convenience, especially for customers with physical challenges	Allow parking in any Layer	Denied at this time. Can be determined during SDP, once an interal 330' drive aisle grid is depicted that shows interal pedestrian	This warrant needs to be determined with Zoning in order to ensure that parking meets retailer requirements and an adequate number of spaces can be provided. Shopping Center cannot be planned or marketed otherwise
7.3.003 - Reg Comm	16' wide sidewalks along both sides of road, trees every 30' on center both sides of road	16' wide sidewalks are excessively wide for this type of project and would not be consistent with adjacent shopping center. Trees evenly spaced at 30' would detract from a native / natural landscape scheme.	Propose 10 [°] wide sidewalks along one side of Wagon Wheel, and along the project side of Edward Burleson and SH 71. Allow more variation in tree spacing as determined by Landscape Architect, to be consistent and similar to the requirements established in the Burleson Crossing Chapter 380 Agreement.	Partially Approved. A 10' sidewalk will also be required along the 720' grid street to the east.	Encouraging pedestrian traffic along the Eastern Driveway in the close proximity to the loading and servicing area of the shopping center is unnecessary as there are no pedestrian destinations along that route, and creates potential safety issues with service trucks.
7.3.003 - Connector	Trees every 30' on center along both sides of the road	Trees evenly spaced at 30' would detract from a native / natural landscape scheme	Allow more variation in tree spacing as determined by Landscape Architect, to be consistent and similar to the requirements established in the Burleson Crossing Chapter 380 Agreement.	Denied at this time. This warrant review is appropriate at the time of Public Improvement Plan. Staff would be ameniable to changing the spacing requirement, but the number of trees required will still be determined on a 30 foot spacing for the length of the street.	
7.3.013(d)(1)	Requires an additional 7' of ROW on each side of a road if P5 is located on both sides of the road	This would require 70' of ROW for Wagon Wheel rather than 56', and would increase Edward Burleson from 60' to 67'.	Propose no additional ROW for Wagon Wheel. Edward Burleson was platted with a 10' ROW Reserve on the opposite side of the street. Any additional ROW required along the project side of Burleson shall be determined and commensurate with any proposed improvements to Burleson	Approved. The 55.5 foot ROW is sufficient for the extension of Wagon Wheel, which is a 60° ROW.	

Burelson Crossing East

Warrant Requests

B3 Code Section	Description	Development Issue	Proposed Alternative	Warrant Determination	Response
7.4.002(a) 7.4.002(b)	330' max block length, 1,320' max block perimeter 20' Pedestrian Way if block length exceeds 330'	Due to the nature of this project (Retail Shopping Center), limiting block perimeter and block size is too restrictive and does not allow major retailers to utilize their prototypical buildings and site plans.	Concept Site Plan. A public street in this location would encourage cut- through traffic that would conflict with proposed service traffic and create a safety issue.	Partially Approved. The B* Code requires a maximum block perimeter of 1 320 feet in P> 5 ror this proposed development staff would uspot na internal private block perimeter of 1,320 feet, with clearly established private drive alies, with 6 foot pedestrian valueways on one side of the drive alies. The 2,880 foot farm lot perimetr must be provided with publically dedicated streets that meet the B ³ Code requirements in Chapter 7.	
Art. 7.5	Requires a Civic Space for development over 13.6 acres	Though this project slightly exceeds 13.6 acres, it is considered a relatively small shopping center and thus cannot accommodate a dedicated civic space	Propose considering the existing public space constructed with the Burleson Crossing shopping center, which consists of a +/ 9000 SF gathering space, take, lighting, and historical educational plaques, as consideration for the civic space requirement for this project. According to the management for Burleson Crossing, that public space has not be reserved or used by the public since constructed over ten years ago.	Denied. The Civic Space requirement is approximately 157,251.6 square feet. Staff recommends providing a mix of private civic spaces as open green lawns, bus stop plazas along the streets, outdoor seating and benches. Provide a proposal on the Conceptual Plan.	
B3 Tech. Manual					
2.1.006(a)	Requires parking and drive aisles to be located within Layer 2 or 3	Major Retailers expect their customers to be able to park in front of the front of the building for convenience, especially for customers with physical challenges	Allow parking in any Layer	parking between the building and the street ROW.	This warrant needs to be determined with Zoning in order to ensure that parking mets retailer requirements and an adequate number of spaces can be provided. Shopping Center cannot be planned or marketed otherwise as Layer 1 is defined as that space between the front of the building and the public realm, not just any building side.
3.2.008(c)	within the street ROW.	For a Retail Shopping Center of this nature, sidewalks along both sides of Wagon Wheel is redundant and provides no additional connectivity. Requiring sidewalks to be contained within ROW limits the ability to incorporate sidewalks into a native landscape scheme	Require one 10' sidewalk along one side of Wagon Wheel. Allow all street sidewalks to meander out of ROW, but to be incorporated into a sidewalk easement as necessary	Approved.	
3.2.013(a)(1)	Street trees shall be 4" caliper and spaced every 30' on center	Trees evenly spaced at 30' would detract from a native / natural landscape scheme. 4" caliper trees are very scarce at this time due to last year's freeze and other conditions	Allow more variation in tree spacing and tree size with 2" minimum, as determined by Landscape Architect	Per Section 7.3.014 of the B ³ Code, 2 inch trees are acceptable as long as they are a minimum height of 10 feet.	
3.2.013(a)(4)	Requires plant material to meet very strict nursery / propagation standards	Required standards further limits the availability of procuring a widely varying and diverse mix of plant material and species	Allow plants to be procured from any competant wholesale nursery supplier	Denied. Can be reviewed at Site Development Plan review	
3.2.001(b)	Requires pedestrian shed to have certain place type percentages	With the adjacent existing developments to this project that would be classified as P5 Place Types, this requirement cannot be met	Allow P5 to exceed the maximum pedestrian shed requirement	Partially Approved, if providing private civic space.	

This list of warrants includes only those code sections that can be identified at this stage, and thus may not be all inclusive of warrants ultimately needed for the project. Additional Warrant Requests may be made in the future as the project progresses through the subdivision and site development phases of the project.



STAFF REPORT

MEETING DATE: September 12, 2023

TITLE:

Hold public hearing and consider action on a recommendation for the Burleson Crossing East Zoning Concept Scheme, changing the zoning for 19.81 acres out of the Nancy Blakey Survey from P5 Core to a Planned Development District (PDD) with a P5 Core base zoning, as shown in attached as Attachment 2, located at the northeast corner of State Highway 71 and Edward Burleson Drive, within the city limits of Bastrop, Texas.

STAFF REPRESENTATIVE:

Kennedy Higgins – Planner, Development Services

ITEM DETAILS:

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Site Address:	Northeast corner of State Highway 71 and Edward Burleson Drive
Total Acreage:	19.81 acres
Acreage Rezoned:	19.81 acres
Legal Description:	19.81 acres out of the Nancy Blakey Survey
Property Owner:	BRP East, L.P.
Agent Contact:	Steve Durham
Existing Use:	Vacant/Undeveloped
Existing Zoning:	P5 Core
Proposed Zoning:	Planned Development District, P5 Core Base Zoning
Character District:	Cattleman's
Future Land Use:	General Commercial

WALKE AN WA WA NOT

BACKGROUND:

The applicant has applied for a Zoning Concept Scheme for Burleson Crossing East (Attachment 2). The proposal is to place a Planned Development District (PDD) with a P5 Core base zoning to suffice commercial uses such as retail and restaurant onsite.

Place Type 5 – Core is defined in the code as:

"Higher density mixture of Building Types that accommodate commercial, retail, offices, row houses, and apartments. It has a tight network of Streets, with wide sidewalks, steady Street Tree plantings, and buildings set close to the sidewalks. P5 is a highly walkable area. A continuous line of buildings is critical to define the Public Frontage and allow for visible activity along the Street edge."

The Future Land Use Plan shows this area as General Commercial:

"The General Commercial character area supports local and regional businesses that rely on heavy traffic volumes and the visibility that is associated with being located near major roadways. General Commercial developments typically involve varying development intensities, from smaller locally owned shops to big box retailers. These areas are predominantly auto-oriented, with large accessory parking areas.

Infrastructure	Available (Y/N)	Proposed
Water	Y	Line Extensions
Wastewater	Y	Line Extensions
Drainage	Y	Storm sewer, detention pond
Transportation	Y	Extension, private drive, widening
Parks and Open Space	Ν	

Drainage

A Zoning Concept Scheme must be accompanied by a Conceptual Drainage Plan to ensure that the proposed development is feasible. A Conceptual Drainage Plan has been reviewed and approved by the City Engineer. The site includes one central location for detention and a storm sewer connection to the detention pond to the west in the Burleson Crossing development. The maximum impervious cover stated in the PDD is no more than 85%.

Utilities

Wastewater and water service (domestic and fire) will be provided by the City of Bastrop via line extensions from existing infrastructure located on Edward Burleson Street. These lines will be designed according to the City's construction standards, as well as the Texas Commission on Environmental Quality's (TCEQ) requirements.

Electric service provided by Bluebonnet Electric.

Gas will be provided by CenterPoint Energy.

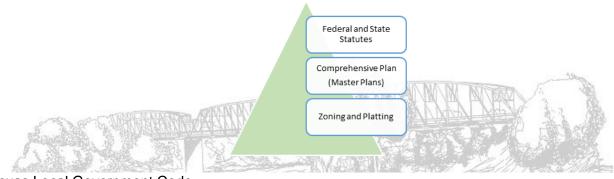
Traffic Impact and Streets

This zoning concept plan creates a private drive, includes Right of Way dedication for widening Edward Burleson and an extension of Blakey Lane eastward. A private drive resembling a typical city street will run through the heart of the development, leading to Wagon Wheel Circle. Access to the development will primarily be provided via entry points located off Edward Burleson. Additionally, on the eastern flank, there will be a coordinated connection to the SH 71 service road, extending northward towards Blakey Lane, with collaboration undertaken in conjunction with TxDOT. The street ROW's meet the 55.5' width requirement. The street design will follow the B3 Code, Section 7.3 for design and layout. A Traffic Impact Analysis has been conducted and completed by LJA Engineering for the development. We anticipate two easements along the private drive that will encompass a water line and storm sewer.

	Units/	24 Hr		AM P	eak		PM Pe	eak
Land Use (ITE Code)	1000 Sq Ft	Trips	IN	ουτ	TOTAL	IN	ουτ	TOTAL
Commercial (>150k) (820)	175	10433	147	90	237	405	439	844
High-Turnover Restaurant (932)	25	2680	132	107	239	138	88	226
TOTAL		13113	279	197	476	543	527	1070

TABLE 1- RAW SITE TRIP GENERATION ESTIMATE

POLICY EXPLANATION:



Texas Local Government Code

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

Zoning Change signs were visibly placed in the front of the property and notice was sent to property owners within 200 feet of the property boundary.

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

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

(c) If the governing body of a home-rule municipality conducts a hearing under Subsection (a), the governing body may, by a two-thirds vote, prescribe the type of notice to be given of the time

and place of the public hearing. Notice requirements prescribed under this subsection are in addition to the publication of notice required by Subsection (a).

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

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

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

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

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

At the time of this report, no protest has been received.

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

If the Planning & Zoning Commission recommends denial of the zoning request, the City Council must have a minimum vote of 4 out of 5 members to approve the zoning request.

At least 5 members of the Planning & Zoning Commission must vote to make an official recommendation to the City Council. Failure to reach five vote means no official recommendation can be forwarded, but this does not impact the City Council's vote requirement to approve or deny the request.

Compliance with 2036 Comprehensive Plan:

Future Land Use Plan – The General Commercial character area supports local and regional businesses that rely on heavy traffic volumes and the visibility that is associated with being located near major roadways. General Commercial developments typically involve varying development intensities, from smaller locally owned shops to big box retailers. These areas are predominantly auto-oriented, with large accessory parking areas. While General Commercial development will continue to be auto-oriented, improved street-side and parking lot landscaping, buffers, appropriately designed and scaled signage, bicycle and pedestrian accommodations, higher quality building materials, and access management techniques (e.g., limited access points and inter-parcel connectivity) will help to improve overall development quality and appearance.

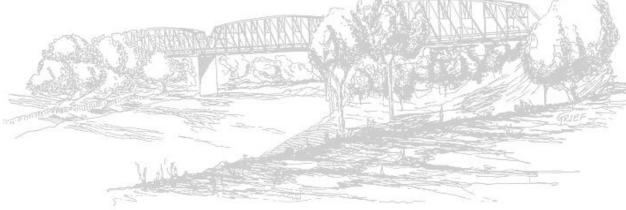
Representative land uses that are appropriate in General Commercial include General Retail Sales, Food Service, Medical or Health Care Facilities, and Professional Offices which are what is anticipated for Burleson Crossing East.

RECOMMENDATION:

Staff recommends approving the Burleson Crossing East Zoning Concept Scheme, changing the zoning for 19.81 acres out of the Nancy Blakey Survey from P5 Core to a Planned Development District (PDD) with a P5 Core base zoning, as shown in attached Exhibit A, located at the northeast corner of State Highway 71 and Edward Burleson Drive, within the city limits of Bastrop, Texas. The PDD eliminates the original 25 warrants and instead incorporates them into the PDD development agreement. Wagon Wheel will be crafted as a private street within the development, seamlessly connecting Edward Burleson Lane and Settlement Drive. This street, designed to serve as a public thoroughfare, shall be upheld and maintained by the development itself.

ATTACHMENTS:

- Attachment 1: Location Map
- Attachment 2: Zoning Concept Scheme
- Attachment 3: Future Land Use Map
- Attachment 4: Warrant List
- Attachment 5: Draft PDD Zoning Exhibits
- Attachment 6: Draft PDD Agreement





STAFF REPORT

MEETING DATE: September 12, 2023

AGENDA ITEM: 9A

TITLE:

Consider action to approve the first reading of Ordinance No. 2023-28 of the City Council, of the City of Bastrop, Texas, amending the Visit Bastrop Corporation budget, and creating a 4th amendment to the Visit Bastrop Agreement; and move to include on the September 19, 2023, Council agenda for a second reading.

AGENDA ITEM SUBMITTED BY:

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

BACKGROUND/HISTORY:

Visit Bastrop was created in 2017, with its first agreement with the city commencing on October 1, 2017. It is a Destination Marketing Organization, an independent entity from the City. The original contract has received three amendments, with this agenda item potentially creating a fourth.

Compensation to Visit Bastrop, as shown in attached Exhibit A (Original Contract and subsequent amendments), is a formula based on total hotel occupancy tax (HOT) funds received. That formula is 50% of NET HOT after the City has satisfied its debt obligations against the HOT fund. The amount allocated to Visit Bastrop "should not be less than 45% of the total HOT revenue".

"The targeted annual percentage may be adjusted by the City during the City's annual budget process..." (Original Contract - III. Compensation to Visit Bastrop, B)

Due to the annual budget being a forecasted tool, a "true up" of the annual appropriation was incorporated into the annual contract. "Any surplus or deficit may be considered for an additional adjustment to Visit Bastrop at the City's discretion as part of a mid-year adjustment to the current fiscal year appropriation." (Original Contract - III. Compensation to Visit Bastrop, C)

"Visit Bastrop must also provide an amended Business Plan detailing how the surplus or reduction of funds will be utilized." (Original Contract - III. Compensation to Visit Bastrop, C).

The Visit Bastrop budget has always been intended to be diversified with the additional of funds outside of the HOT allocation since the inception of the contract however, there has been little movement in that direction. (Original Contract – II. Scope of Services, 2.3 Business Plan, B.)

"(B) Business Plan Performance Targets. As part of the development of each annual Business Plan, Visit Bastrop shall establish "Performance Targets" against which Visit Bastrop's execution of the Business Plan, to include its revenue enhancement efforts and goals, is evaluated. **The Revenue Enhancement Plan will be updated as part of the annual**

Business Plan and will identify targets for potential funding sources of additional non-HOT revenues."

Changes in market conditions, specifically the request from many other organizations for utilization of HOT funds, as well as additional resource requirements to the Convention Center necessitate the removal of the mid-year adjustment, also known as the "true-up". Instead, the contract must be amended to create a baseline budget that is also not entirely dependent on HOT funds.

In FY 2020, due to COVID, the budget was reduced by \$132,000. In FY 2021, the original budget was adjusted by an additional \$172,668. In FY 2022, the adjusted amount is \$453,225. If revenue projections for the fund are on target, Visit Bastrop would have been due an additional \$167,000 at the end of the fiscal year. Council took action on August 22, 2023 to not "true up" and instead allocate that amount to repairs at the rodeo arena. Revenue projections for the HOT fund are on target. (Table 1)

Given that revenue diversification does not come "overnight", the proposed agenda item seeks to remove any mid-year adjustment as a starting point moving forward and create a baseline budget that is a maximum amount, but it still dependent on a formula. For example, in the table below, for FY 2023, the baseline budget was \$1,355,000); using FY 23 as an example, the proposed amendment would allocate a ceiling in a not to exceed amount of \$1,355,000.

Visit Bastrop							
HOT Revenue Actual	\$	1,673,608	\$ 2,029,978	\$ 3,233,135	\$ 2,830,000	Tracy Wa Estimated	
		FY2020	FY2021	FY2022	FY2023		
Original Budget	\$	1,233,042	\$ 934,356	\$ 792,824	\$ 1,228,500		
Amendment - Sp Events	\$	-	\$ -	\$ -	\$ 50,000		
Amendment - Rev proj	\$	-	\$ (132,000)	\$ 172,668	\$ 201,500		
Amendment - True-up	\$	45,150			\$ 453,225		
Final Budget	\$	1,278,192	\$ 802,356	\$ 965,492	\$ 1,933,225		
Qtrly Payments	\$	868,532	\$ 727,356	\$ 890,492	\$ 1,355,000		
Special Event Funds	\$	56,250	\$ 75,000	\$ 75,000	\$ 125,000		
True-up prior year	\$	44,525			\$ 453,225		
Total Paid	\$	969,306	\$ 802,356	\$ 965,492	\$ 1,933,225		
	only	/ paid 3Qs out	 uncil reduced		incil increased to positive rev		
Notes:		10 waived 4Q	projections	projections	projections		

Table 1

For FY 2024, the proposed compensation to Visit Bastrop was \$1,816,000. However, at the August 22, 2023 meeting, Councilmember Myer requested that the amount be reduced by 15%. That amount is reflected in the \$1,543,600 figure shown in the amendment below.

4TH PROPOSED AMENDMENT

III. COMPENSATION TO VISIT BASTROP

3.1 Compensation.

(A) Transition Period. The applicable compensation to be provided by the City to Visit Bastrop during the period from July 1, 2017 to September 30, 2017 October 1, 2023 to September 30, 2024 (the *Transition*), in addition to other applicable terms governing the Parties' actions prior to the effective date of this Management Agreement, are set forth in Exhibit B hereto, of which such Transition Plan is hereby incorporated into this Management Agreement by reference.

(B) FY 2024. Beginning on October 1, 2023, the City shall target thirty-five percent (35%)

of the net HOT revenue collected, defined as HOT revenue minus the provision of payment satisfying the City's [outstanding debt, **and other contractual obligations** secured by HOT]. This amount should not be less-more than \$1,543,600 of total Hotel Occupancy Tax Revenues. Each year during the City's annual budget process, the targeted percentage subject to adjustment as outlined below will result in an annual appropriation to be paid to Visit Bastrop.

The targeted annual percentage maybe adjusted by the City during the City's annual budget process based upon the annual update to the HOT pro forma in order to make a determination on whether or not adjustments are necessary to increase, maintain, or reduce operating expenses due to factors including changing economic conditions, requirements of Visit Bastrop, requirements of the City and funding levels of the contingency funds and lease payment as set forth in the hereafter referenced HOT financial policy. The City will actively manage operating expenses to be funded with HOT in keeping with the HOT Funds financial policy approved by City Council on May 9, 2017 through Resolution No. R-2017-26.

The annual HOT appropriation as approved by the City Council in accordance with the provisions and requirements of the Tax Code, shall be paid to the Visit Bastrop in equal quarterly installments (October, January, April, July) beginning October 1 of each Fiscal

Year. The quarterly payments will be made in advance on the first day of each month.

FISCAL IMPACT:

Varies; varies for the final quarter of the fiscal year, \$167,000 net savings to the HOT fund in FY 23

RECOMMENDATION:

Amend the Visit Bastrop contract removing the mid-year adjustment. Additionally, work jointly with the Visit Bastrop Board <u>and</u> the community assets (who are supposed to be the primary benefactor to Visit Bastrop, Original agreement, 9th "whereas"), to establish improved business plan metrics and continue to require Visit Bastrop seek alternate revenue sources.

ATTACHMENTS:

- Original Agreement
 First Amendment
- 3. Second Amendment
- 4. Third Amendment
- 5. FY 2024 Proposed Budget and Comparative Analysis
- 6. TML Publication, "What Cities Need to Know About Administering the Hotel Occupancy Tax"

DESTINATION AND MARKETING SERVICES AGREEMENT BETWEEN THE CITY OF BASTROP, TEXAS AND VISIT BASTROP

The City Council (the *City Council*) of the City of Bastrop, Texas (the *City*), a home-rule municipality operating under the City's Home Rule Charter, has approved the City's engagement of Bastrop Destination Marketing Organization (*Visit Bastrop*, and together with the *City*, the *Parties*), a Texas non-profit corporation organized under Chapter 22, Texas Business Organizations Code, as amended (*Chapter 22*), to provide certain Services (defined below) as set forth in this Destination and Marketing Services Agreement (the *Agreement*), entered into by the Parties pursuant to Section 351.101(c), Texas Tax Code, as amended (the *Tax Code*).

RECITALS

WHEREAS, the City and Visit Bastrop recognize the visitor industry as a key economic generator for the growing City; and

WHEREAS, the City desires to engage Visit Bastrop to perform the *Services* (as defined below) in consideration of the compensation provided in this Agreement whose initial role the City expects and acknowledges will mirror or exceed that of the City's previous Bastrop Marketing Corporation (*BMC*); and

WHEREAS, Visit Bastrop's provision of the Services is expected to contribute to the achievement of the goals stated above; and

WHEREAS, the City and Visit Bastrop hereby find and determine that entering into this Agreement is in the best interests of the residents of the City and surrounding areas, the industries served by Visit Bastrop, and the City's tourism market; and

WHEREAS, the Bastrop City Council had a joint workshop with the Destination Marketing Organization Start-Up Organization (DMO) on April 4, 2017; and

WHEREAS, the Bastrop City Council determined that the purpose of the Visit Bastrop was to provide "brand" marketing for Bastrop as a destination, to serve as the primary brand advocate, and to better utilize existing facilities; and

WHEREAS, the Bastrop City Council recognizes that tourism represents the purist form of economic development and is instrumental to stabilizing and growing the City's sales tax base; and

WHEREAS, Visit Bastrop will provide "global" oversight of Bastrop's visitor assets and activities to provide a level of unity and representation to maximize Bastrop's brand potential; and

WHEREAS, Visit Bastrop must ensure each "community asset" is represented in a way that there is equal representation and seek input from each "community asset" group; and

WHEREAS, the Bastrop City Council defines the broad representation of "community assets" as Arts, History, Hotels, Restaurants, Retail, Sports, Outdoors, Recreation, Hyatt, Nightlife, Entertainment, and Film; and

WHEREAS, the "community assets" must be a "driver" with strong ties to the hospitality industry given the legal requirements of how Hotel Occupancy Tax funds are spent; and

WHEREAS, the Bastrop City Council recognizes that "community assets" may change with time and expects Visit Bastrop to adapt by having the ability to add or remove another category of community assets as times and circumstances change; and

WHEREAS, the Bastrop City Council recognizes the success and importance of industry knowledge of the specific "community asset" groups available in Bastrop and believes that they, collectively, have a vested interest in ensuring the success of Visit Bastrop and are best suited to serve as Board Members of Visit Bastrop; and

WHEREAS, the City will not have any elected or appointed representatives on the VISIT BASTROP Board of Directors.

NOW THEREFORE, In consideration of the mutual promises and covenants contained herein, the City and Visit Bastrop agree as follows:

I. TERM

1.1 <u>Term</u>. The term of this Agreement shall commence on October 1, 2017, and will remain in full force and effect through September 30, 2022 (the *Term*), with an extension option of up to 5 years from the end of the Term, unless such Agreement is terminated, pursuant to Article VII herein.

1.2 <u>Appropriations</u>. The City agrees, as a part of its budget process and in connection with the City's collection of Hotel Occupancy Tax (HOT) under the Tax Code, to appropriate an amount to Visit Bastrop as described in Article III below. Visit Bastrop agrees and understands that City is a governmental entity and it has projected costs for this Agreement and City expects to pay all obligations of this Agreement from projected revenue sources, but all obligations of City are subject to annual appropriation by the City Council in future years.

II. SCOPE OF SERVICES

2.1 <u>Services for Compensation</u>. Visit Bastrop agrees to provide the services described in Section 2.2 below (the *Services*) in exchange for the compensation described in Article III of this Agreement. The City acknowledges that Visit Bastrop, as permitted by the Tax Code, may contract with various entities and organizations unaffiliated with the City, and that under those agreements and funds derived from those agreements, Visit Bastrop may perform other services and activities in accordance with Visit Bastrop's Articles and Bylaws. The Parties understand that funds provided by the City through this Agreement must be expended in accordance with the Tax Code particularly §351.101.

2.2 <u>Scope of Services</u>. Visit Bastrop shall work to: (1) attract leisure visitors to the City and its vicinity; (2) attract and secure meetings, events, retreats, and conventions to the City and its vicinity and 3) serve as a liaison to local businesses (including hoteliers, restaurateurs, and other similar entities) and City departments to attract leisure and business visitors, meetings, events,

retreats, and conventions to the City and its vicinity. Visit Bastrop, subject to being supplied the appropriate funding pursuant to this Agreement, shall:

(A) carry out the actions defined in the applicable annual Business Plan (defined below) related to attracting leisure visitors, meetings, events, retreats, and conventions to the City and its vicinity and as outlined in Visit Bastrop's Bylaws and expanding the City's approach to recruiting, retaining and expanding meetings, conventions, retreats, and events as identified by that applicable annual Business Plan increasing the visibility of the City through media and public relations efforts, and, where appropriate, coordinate and work with public and private partners and organizations involved in local efforts to attract and retain meetings and events;

(B) utilize research reports on economic trends, growth sectors, and regional competitive strengths and weaknesses, as is customary in the destination and marketing organization industry, as specified in the applicable annual Business Plan, in order to assist the City in making strategic decisions in its efforts to attract leisure visitors, meetings, events, retreats, and conventions to the City and its vicinity and in accordance with Visit Bastrop's Bylaws;

(C) provide marketing and imaging campaigns for the City's tourism and convention industry, as specified in the annual applicable Business Plan and in accordance with the covenants regarding intellectual property as described in Article XII;

(D) inform and partner with the City regarding high-profile or significant recruitment/attraction efforts; and

(E) provide, in appropriate detail in accordance with the Tax Code, reports listing the Visit Bastrop's expenditures made with HOT, and Visit Bastrop's progress in performing the Services in conformance with implementation of the annual Business Plan.

(F) Provide expertise in destination management in conjunction with the City of Bastrop to leverage available resources such as community assets and activities to maximize opportunities to attract visitors to Bastrop, both leisure and business, recognizing the critical role tourism plays in Bastrop's economy, both in HOT and sales tax revenue.

2.3 Business Plan.

(A) Development. During FY 2018, which is the initial start-up year, Visit Bastrop shall prepare a draft Business Plan and present it publicly no later than the second Council meeting in November 2017, outlining how it proposes to deliver the *Services* within the fiscal year that is the subject of that draft Business Plan. In Year 1 of the Agreement, the draft Business Plan shall include the initial efforts of Visit Bastrop for the beginning of Fiscal Year 2018 (which is the period ending September 30, 2018). The draft Business Plan shall describe the methodology and steps then expected to be followed by Visit Bastrop to deliver the Services within the specified fiscal year, and shall include a budget that indicates in appropriate detail how the funding provided by the City for that fiscal year will be expended. Visit Bastrop shall work to finalize the draft Business Plan, and shall submit the draft Business Plan to its Board of Directors (the *Board*) for approval.

In Years 2-5 of the contract, on or before September 1 of each year, Visit Bastrop shall prepare a business plan and include a proposed budget that indicates in appropriate detail how the funding to be provided by the City for that fiscal year will be expended. This business plan and proposed budget will be presented publicly at the second Council meeting in September for fiscal year 2018

After approval by the Board, the approved Business Plan shall become incorporated into this Agreement as Exhibit A. The Parties understand that circumstances during any period of time may differ from those contemplated when the Business Plan was approved; therefore, amendments to the Business Plan may be made by the Board within any fiscal year. However, any material changes to the approved Business Plan affecting the expenditure of HOT must be approved in writing by Visit Bastrop prior to the implementation of such material changes.

(B) Business Plan Performance Targets. As part of the development of each annual Business Plan, Visit Bastrop shall establish "Performance Targets" against which Visit Bastrop's execution of the Business Plan, to include its revenue enhancement efforts and goals, is evaluated. The Revenue Enhancement Plan will be updated as part of the annual Business Plan and will identify targets for potential funding sources of additional non-HOT revenues. If changing market conditions, funding availability issues, unforeseen expenses, or other circumstances beyond Visit Bastrop's reasonable control arise, the then current Performance Targets may be revised, with the prior written approval of the Board.

(C) <u>Reporting</u>. Visit Bastrop will maintain reasonable levels of communication with the City Manager, Finance Department, and any other designated departments of the City throughout the term of this Agreement to ensure coordination between the City and Visit Bastrop as to Visit Bastrop's efforts to implement the Business Plan. Visit Bastrop shall provide, as required by the Tax Code and this Agreement, various reports to the City that describe in appropriate detail (in all cases, taking into account the need to maintain a high level of confidentiality with respect to proprietary and competitive matters to the extent permissible under applicable law) its progress in implementing the Business Plan and meeting Performance Targets, as specified in this Agreement, as well as providing the City with periodic reports in accordance with the requirements as set forth in the Tax Code and on any activity that Visit Bastrop believes to be of interest to the City. Visit Bastrop agrees to report to the City as follows:

(i) Monthly and annual written status reports, like the Sample Albuquerque, NM Report, shown as Exhibit C and general accountings, and
(ii) Update presentations monthly at a regularly scheduled Council meeting that address the Services provided pursuant to this Agreement, and
(iii) Participate in an annual workshop between City Council and Visit Bastrop Board of Directors to have opportunity to dialog about performance, establish future goals and objectives, and other topics that may be relevant to the components of this contract in early June of each year.

2.4 <u>Utilization of City-Owned Facilities</u>. The City acknowledges that, to ensure Visit Bastrop's success in performing the obligations set forth herein, the City will permit Visit Bastrop

access to utilize City-owned facilities, within reason and with approval by the City Manager at no cost to Visit Bastrop, subject to date availability, for the purpose of effectuating the objectives of Visit Bastrop and the City as set forth in this Agreement and the Articles

2.5 <u>Board of Directors</u>. Visit Bastrop will at all times maintain a Board as specified in Visit Bastrop's Certificate of Formation (the *Articles*) and adopted Bylaws. The Board's primary responsibilities include fiduciary oversight and provision of strategic direction.

2.6 <u>Accreditation</u>. To ensure industry best practices are established and performed by Visit Bastrop, Visit Bastrop as an organization must include a plan in their annual Business Plan within the next four years to seek accreditation status by Destination International, to be recognized as an organization of excellence, within the following fiscal year.

III. COMPENSATION TO VISIT BASTROP

3.1 Compensation.

(A) <u>Transition Period</u>. The applicable compensation to be provided by the City to Visit Bastrop during the period from July 1, 2017 to September 30, 2017 (the *Transition*), in addition to other applicable terms governing the Parties' actions prior to the effective date of this Management Agreement, are set forth in Exhibit B hereto, of which such Transition Plan is hereby incorporated into this Management Agreement by reference.

(B) <u>FY 2018</u>. Beginning on October 1, 2017, the City shall target <u>fifty percent (50%)</u> of the net HOT revenue collected, defined as HOT revenue minus the provision of payment satisfying the City's [outstanding debt secured by HOT]. This amount should not be less than 45% of total Hotel Occupancy Tax Revenues. Each year during the City's annual budget process, the targeted percentage subject to adjustment as outlined below will result in an annual appropriation to be paid to Visit Bastrop. The targeted annual percentage may be adjusted by the City during the City's annual budget process based upon the annual update to the HOT pro forma in order to make a determination on whether or not adjustments are necessary to increase, maintain, or reduce operating expenses due to factors including changing economic conditions, requirements of Visit Bastrop, requirements of the City and funding levels of the contingency funds and lease payment as set forth in the hereafter referenced HOT financial policy. The City will actively manage operating expenses to be funded with HOT in keeping with the HOT Funds financial policy approved by City Council on May 9, 2017 through Resolution No. R-2017-26.

The annual HOT appropriation as approved by the City Council in accordance with the provisions and requirements of the Tax Code, shall be paid to the Visit Bastrop in equal quarterly installments (October, January, April, July) beginning October 1 of each Fiscal Year. The quarterly payments will be made in advance on the first day of each month.

(C) Upon the conclusion of each fiscal year and completion of the City's independent annual audit, the annual amount appropriated in support of the Visit Bastrop for the fiscal year immediately closed will be compared to the targeted percentage of the actual net HOT revenues recorded for that fiscal year. Any surplus or deficit may be considered for an additional adjustment to Visit Bastrop at the City's discretion as part of a mid-year adjustment to the current fiscal year appropriation. Visit Bastrop must also provide an amended Business Plan detailing how the surplus or reduction of funds will be utilized.

(D) Visit Bastrop shall be the primary provider of the Services delineated in Article II hereof; nevertheless, the Bastrop County Historical Society Museum & Visitor Center shall continue visitor information operations in its normal course of business. In addition, Main Street and the Bastrop Chamber of Commerce shall continue to promote visitors as a part of their organizational mission, in accordance with Visit Bastrop.

3.2 <u>Forecasting</u>. Visit Bastrop shall inform and provide input on the establishment of the five-year forecast and the adopted budget appropriation for HOT Revenues.

3.3 <u>Use of Funds</u>. The funding provided by the City under this Agreement shall be used solely in connection with Visit Bastrop providing the Services described in Article II, pursuant to the budget prepared as part of the approved Business Plan. Visit Bastrop shall segregate all funds provided under this Agreement into a separate account and shall not commingle any funds supplied by the City with the Visit Bastrop's general funds or other funds received by any other entity.

3.4 <u>Investment Policy</u>. All public funds on deposit from time to time in Visit Bastrop's account(s) with its depository shall be invested and reinvested by its depository in any investment authorized pursuant to Chapter 2256, Government Code, as amended (*Chapter 2256*). Visit Bastrop shall comply with Chapter 2256 in the purchase, sale, and investment of public funds under its control. Visit Bastrop and the City agree that the Board will subsequently develop and adopt an investment policy, based upon the City's Investment Policy, and shall invest public funds as permitted by the Investment Act, in compliance with the investment policy approved by the Board, and according to the standard of care prescribed by the Investment Act.

3.5 <u>Additional Services</u>. Should any additional services outside the scope of this Agreement be requested and authorized by the City Manager or her designee, and accepted by Visit Bastrop, Visit Bastrop shall receive additional consideration in the form of separate compensation for those services over and above the compensation discussed in this Article III, at an amount agreed to by the City Manager or her designee and Visit Bastrop.

3.6 <u>Invoices</u>. Visit Bastrop shall submit City invoices to:

City of Bastrop, Texas 1311 Chestnut Street P.O. Box 427 Bastrop, Texas 78602

IV. AUDIT

4.1 <u>City's Audit</u>. The City or its authorized representative shall annually, have the right to examine, inspect, and audit all books, papers, and bank records of Visit Bastrop directly related to the funds provided to Visit Bastrop under this Agreement, to determine the accuracy of reports made under this Agreement. The cost and expenses incurred by the City incident thereto shall be the sole responsibility of and borne by the City. Those records shall be maintained by Visit Bastrop for a period of four (4) years after the termination of the initial Term of this Agreement and any applicable extension period, and shall be made available for inspection, copying and/or audit by

the City or its agents at Visit Bastrop's place of business. Nothing in this Agreement shall be deemed to give the City authority to direct, question, review, audit, or otherwise influence the expenditure of any funds that are not directly paid to Visit Bastrop by the City. In years where Visit Bastrop collects private funds they shall obtain an independent audit, in conjunction with the City's audit.

4.2 <u>Dispute Findings</u>. Either Visit Bastrop or the City may dispute the findings of audits performed under this Agreement, by giving written notice to the other party within thirty (30) days of receiving the results of an audit. The Party electing to dispute audit results shall, within thirty (30) days following receipt of the auditor's report, submit such additional information as it believes is required to correct the auditor's report.

4.3 <u>Scope</u>. Knowledge of Visit Bastrop's financial condition is essential to the City due to its reliance on Visit Bastrop to promote tourism generating HOT. Therefore, it is necessary for the City to have access to review Visit Bastrop's audits, reports or other financial information. Upon ten (10) days' notice, Visit Bastrop shall make such information available for City's review.

V. DOCUMENTS

Documents. The parties recognize that, to be successful, Visit Bastrop depends on 5.1 its ability to keep confidential the identity of its prospects and other proprietary information, and that Visit Bastrop would not achieve the same level of results from providing the Services, or any other services to its other clients and constituents, without maintaining that confidentiality. Accordingly, the Parties acknowledge that certain writings, documents or information produced by or submitted to Visit Bastrop in the course of its execution of the Services will be the sole property of Visit Bastrop, are proprietary, and may be privileged under State law. Without waiving any available claim or privilege, Visit Bastrop will in good faith share information derived from those writings or documents with the City and, if any writings, documents, or information are deemed non-proprietary or non-privileged, provide copies of those writings or documents in an un-redacted form to the City. Visit Bastrop understands and acknowledges that the City has the right to use those non-proprietary writings, documents, and information as the City desires, without restriction. If any "open records" or equivalent request is made of the City relating to this Agreement or the Services, the City shall promptly advise Visit Bastrop, and the Parties shall work cooperatively and in good faith to preserve Visit Bastrop's trade secrets, proprietary documents, and confidential information, in accordance with current law. Visit Bastrop reserves the right to redact its documentation to protect proprietary information. In all events, the City shall not provide any information or documents that Visit Bastrop considers proprietary to any third party without Visit Bastrop's prior written consent, unless the City is legally obligated to do so and so advises Visit Bastrop in writing, of which Visit Bastrop shall have the opportunity to present its objection and legal authority for withholding requested information. In addition, any third-party requests to Visit Bastrop for records relating to this Agreement under the State's Public Information Act shall be coordinated with the City. The City shall provide Visit Bastrop, in accordance with the Public Information Act, the opportunity to submit third-party briefs to the Texas Attorney General to receive an Open Records Decision.

5.2 <u>Documents to the City</u>. Upon expiration or termination of this Agreement, Visit Bastrop shall transfer to the City true and correct copies of any writings, documents, or information in the possession of Visit Bastrop and produced pursuant to the terms and conditions of this

Agreement.

VI. RECORDSRETENTION

6.1 <u>Records</u>. Visit Bastrop shall take commercially reasonable care in their maintenance of complete and accurate documents, papers, and records, and other evidence pertaining to the Services and funding provided for in this Agreement, and shall make such documents available to the City, at all reasonable times and as often as the City may deem necessary during the Agreement period for purposes of the audit described in Article IV.

62 <u>Retention</u>. Visit Bastrop shall retain any and all documents produced as a result of services or funding provided hereunder for a period of four (4) years from the date of termination of the Agreement or for such period as specified in Visit Bastrop's compliance policy. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided hereunder, Visit Bastrop shall retain the records until the resolution of such litigation or other such questions.

VII. SUSPENSION/TERMINATION

7.1 <u>Termination for non-appropriation</u>. In the event that funds will not be appropriated or are not otherwise legally available to pay for the services required under this Agreement then this Agreement may be terminated by the City. The City agrees to deliver notice of termination as soon as practicable after determination is made by the City Council that funds will not be appropriated.

7.2 <u>Suspension</u>. The City may summarily suspend this Agreement with pay continuing to fund the salaries and basic operations of Visit Bastrop, if Visit Bastrop breaches its obligations hereunder and fails to cure such breach within sixty (60) days after receiving written notice of suspension. The City shall promptly apprise Visit Bastrop of the basis for suspension. Any such suspension shall remain in effect until the City determines that appropriate measures have been taken to ensure Visit Bastrop's future compliance. Grounds for such suspension include, but are not limited to the following:

a.) Failure to abide by any terms or conditions of this Agreement;

b.) Failure to keep and maintain adequate proof of insurance as required by this Agreement.

7.3 <u>Termination Defined</u>. For purposes of this Agréement, "termination" shall mean termination by expiration of the Agreement or earlier termination pursuant to any of the provisions hereof.

7.4 <u>Termination for Cause</u>. Upon written notice, which notice shall be provided in accordance with Article VIII, the City may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) or more of the following events:

a). the sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, as provided in Article XI;

- b). ceasing operations for a period exceeding twenty (20) days;
- c). Failure to spend funds in accordance with this Agreement or in violation of Texas Tax Code Chapter 351.
- d). failure to cure cause of suspension.

7.5 <u>Defaults with Opportunity for Cure.</u> Should Visit Bastrop default in the performance of this Agreement in a manner stated in this section, same shall be considered an Event of Default. The City shall deliver written notice of the default, specifying in detail the matter(s) in default. Visit Bastrop shall have sixty (60) calendar days after receipt of the written notice, in accordance with Article VIII hereof. If Visit Bastrop fails to cure the default within such sixty (60) day cure period, the City shall have the right, without further notice or adoption of a City ordinance, to terminate this Agreement in whole or in part as the City deems appropriate. The following actions are defaults that may be cured by Visit Bastrop:

- a). performing unsatisfactorily, as evidenced by failure to make adequate progress to meet Visit Bastrop's pre-determined benchmarks for success, as outlined in the jointly approved Business Plan;
- b). failing to perform or failing to comply with any material term or covenant herein required as determined by the City; and
- c). bankruptcy or selling substantially all of Visit Bastrop's assets.

7.6 <u>Termination by Law</u>. If any State or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, this Agreement shall automatically terminate as of the effective date of such prohibition.

7.7 <u>Ceasing City Activity</u>. Upon the effective date of expiration or termination of this Agreement, Visit Bastrop shall cease all work being performed by Visit Bastrop or any of its subcontractors on behalf of the City.

a) Provisional Period. Regardless of the method by which this Agreement is terminated, Visit Bastrop agrees to provide a provisional period of termination for a period not to exceed two (2) months upon the City's request. During such provisional period, Visit Bastrop will receive adequate percentage payments of HOT, to be distributed in accordance with Article III hereof, to continue to provide services as provided for, and for which it will be compensated, under this Agreement.

7.8 <u>Expiration and Termination</u>. If this Agreement shall expire, without reasonable expectation of renewal thereof, or otherwise terminate pursuant to the above provisions, any interest in any funds or property of any kind (real, personal, intellectual or mixed), each of the foregoing deriving funding from HOT forwarded to Visit Bastrop under this Agreement, shall not be transferred to private ownership, but shall be transferred and delivered to City, which shall utilize such funds and property pursuant to and in accordance with the Tax Code, being those activities

substantially similar to Visit Bastrop's purpose and mission. Such transfer shall only occur after satisfaction of outstanding debts, claims, and any other obligations. For the avoidance of doubt, any remaining interests in any funds or property of any kind (real, personal, or mixed) deriving funding from private interests shall remain the sole property of Visit Bastrop.

VIII. NOTICE

8.1 <u>Written Notice</u>. Any notice, consent or other communication required or permitted under this Agreement shall be in writing and shall be deemed received at the time it is personally delivered, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, three (3) days after the notice is deposited in the United States mail addressed as follows:

CITY:	VISIT BASTROP:
City of Bastrop, Texas	Visit Bastrop
Attn: City Manager	Attn: Chief Executive Officer
1311 Chestnut Street	P.O. Box 1200
P.O. Box 427	Bastrop, Texas 78602
Bastrop, Texas 78602	

82 <u>Time</u>. Any time period stated in a notice shall be computed from the time the notice is deemed received. Either party may change its mailing address or the person to receive notice by notifying the other party as provided in this paragraph.

IX. INSURANCE

9.1 <u>Certificate of Insurance</u>. Prior to the commencement of any work under this Agreement, Visit Bastrop shall furnish an original completed certificate(s) of insurance to the City, and which shall be clearly labeled "Visit Bastrop Professional Services" in the Description of Operations block of the Certificate. The original certificate(s) shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, containing all required information referenced or indicated thereon. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed directly from the agent to Visit Bastrop and the City. The City shall have no duty to pay or perform under this Agreement until such certificate shall have been delivered to the City, and no officer or employee, other than the City Manager, shall have authority to waive this requirement.

9.2 <u>Right to Review</u>. The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and to modify insurance coverages and their limits when deemed necessary and prudent by the City Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement, but in no instance, will the City allow modification whereupon the City may incur increased risk.

9.3 <u>Financial Integrity</u>. Visit Bastrop's financial integrity is of interest to the City; therefore, subject to Visit Bastrop's right to maintain reasonable deductibles in such amounts as are approved by this Agreement, Visit Bastrop shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Visit Bastrop's sole expense, insurance

coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company and/or otherwise acceptable to the City, in the following types and amounts:

TYPE	AMOUNTS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$500,000/\$500,000/\$500,000
3. Commercial General Liability Insurance	For Bodily Injury and Property Damage of
to include coverage for the following:	\$1,000,000 per occurrence;
a. Premises operations	\$2,000,000 General Aggregate, or its
b. Independent Contractors	equivalent in Umbrella or Excess Liability
c. Products/completed operations	Coverage
d. Personal Injury	
e. Contractual Liability	
	ncial responsibilities that include access to HOT
funds shall be bonded in a minimum amour	nt of \$100,000 each.
6 During and Antomobile Lighility	

5. Business Automobile Liability

a. Owned/leased vehicles

b. Non-owned vehicles

c. Hired Vehicles

Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence

9.4 <u>Copies</u>. The City shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). So long as this Agreement is in effect, Visit Bastrop shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to the City at the address provided in Section 9.6 herein within 10 days of the requested change. Visit Bastrop shall pay any costs incurred resulting from said changes.

9.5 <u>Required Provisions</u>. Visit Bastrop agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain the following required provisions:

A. name the City and its officers, employees, volunteers, and elected representatives as additional insureds as respects to operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

B. provide for an endorsement that the "other insurance" clause shall not apply to the City where the City is an additional insured shown on the policy;

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C. workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.

9.6 <u>Cancellation/Non-Renewal</u>. When there is a cancellation, non-renewal or material change in coverage which is not made pursuant to a request by the City, Visit Bastrop shall notify the City of such and shall give such notices not less than thirty (30) days prior to the change, if Visit Bastrop knows of said change in advance, or ten (10) days after the change, if Visit Bastrop did not have actual knowledge of the change in advance. Such notice must be accompanied by a replacement certificate of insurance. All notices shall be given to the City at the following address:

City of Bastrop, Texas 1311 Chestnut Street P.O. Box 427 Bastrop, Texas 78602

9.7 <u>Failure to Maintain</u>. In addition to any other remedies the City may have upon Visit Bastrop's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Visit Bastrop to stop work hereunder, and/or withhold any payment(s) which become due to Visit Bastrop hereunder until Visit Bastrop demonstrates compliance with the requirements hereof.

9.8 <u>Responsibility of Visit Bastrop</u>. Nothing herein contained shall be construed as limiting in any way the extent to which Visit Bastrop may be held responsible for payments of damages to persons or property resulting from Visit Bastrop's or its subcontractors' performance of the work covered under this Agreement.

9.9 <u>Primary Insurance</u>. It is agreed that Visit Bastrop's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City for liability arising out of operations under this Agreement.

X. INDEMNIFICATION

10.1 VISIT BASTROP covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY arising out of or resulting from VISIT BASTROP activities under this AGREEMENT, including any acts or omissions of VISIT BASTROP, any agent, officer, director, representative, employee, VISIT BASTROP or subcontractor of VISIT BASTROP, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this AGREEMENT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of the City, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VISIT BASTROP AND THE CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE

APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

102 The provisions of the foregoing indemnity are solely for the benefit of the Parties and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Visit Bastrop shall advise the City in writing within three business days of any claim or demand against the City or Visit Bastrop known to Visit Bastrop related to or arising out of Visit Bastrop's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Visit Bastrop's cost. The City shall have the right, at its option and at its own expense, to participate in such defense without relieving Visit Bastrop of any of its obligations under this paragraph.

XI. SUBCONTRACTING

Any work or services subcontracted by Visit Bastrop hereunder shall be by written contract and, unless specific waiver is granted in writing by the City, shall be subject by its terms to each provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of Visit Bastrop. The City shall in no event be obligated to any third party, including any subcontractor of Visit Bastrop, for performance of services or payment of fees.

XII. INTELLECTUAL PROPERTY RIGHTS

12.1 Intellectual Property Rights. Visit Bastrop recognizes the City is the owner of certain intellectual property, including images, trademarks, slogans, recordings, etc. So long as Visit Bastrop utilizes such intellectual property to perform the Services described in this Agreement, Visit Bastrop shall receive a royalty-free, worldwide license to use such intellectual property during the Term of this Agreement. To the extent, Visit Bastrop prospectively utilizes previously registered intellectual property of the City, the City shall waive any infringement claims. Visit Bastrop acknowledges that it is not the intent of this provision to divest the City of any ownership rights in its intellectual property.

<u>Other Intellectual Property Agreements</u>. The City recognizes Visit Bastrop may enter into various licensing agreements with BMC (or its parent company), the Bastrop County Historical Society, or related entities now holding the rights for the prospective use of marketing assets (previously produced by BMC) to promote the City to visitors and tourists. The City agrees to assist Visit Bastrop in its efforts to obtain permission and acquire use of various Intellectual Property from any source to support Visit Bastrop achieve the purposes for which it was created.

XIII. INDEPENDENT CONTRACTOR

Visit Bastrop and the City covenant and agree that: 1) Visit Bastrop is an independent contractor and not an officer, agent, servant or employee of the City; 2) Visit Bastrop shall have control of and right to control, in its sole discretion, the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers,

agents, employees, contractors, subcontractors and Visit Bastrop; 3) the doctrine of respondent superior shall not apply as between the City and Visit Bastrop, its officers, agents, employees, contractors, subcontractors and Visit Bastrop; and 4) nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint ventures between the City and Visit Bastrop. The Parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the Services to be performed by Visit Bastrop under this Agreement and that the City's authority to bind Visit Bastrop is limited to the provisions of this Agreement.

XIV. CONFLICT OF INTEREST

14.1 <u>City's Ethics Code</u>. Visit Bastrop acknowledges that it will follow the City's Ethics Code which prohibits City officials and employees from, either during their service with the City or within twelve (12) months of the termination of the official duties, having an economic interest, directly or indirectly, in any contract with the City, and City officials and employees shall not be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or service.

XV. LEGAL/LITIGATION EXPENSES

15.1 <u>Litigation Against the City</u>. Under no circumstances will the funds received under this Agreement or any other City funds, be used, either directly or indirectly, to pay the costs associated with attorney fees incurred in any adversarial proceeding against the City or any other governmental or public entity constituting a part of the City.

15.2 <u>Termination</u>. During the term of this Agreement, if Visit Bastrop files and/or pursues an adversarial proceeding against the City, the City, at its option, may terminate this Agreement and all access to the funding provided for hereunder if it is found that Visit Bastrop has violated this Article.

XVI. AMENDMENTS

Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both the City and Visit Bastrop, and subject to approval by the City Council and the Board, as evidenced by passage of a resolution, or ordinance, as applicable, to that effect.

XVII. SEVERABILITY

If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, State or local laws, including but not limited to the City Charter, the City's Code, City ordinances, Visit Bastrop's Articles and Bylaws, 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 shall be permissible, legal, valid and enforceable.

XVIII. LICENSES/CERTIFICATIONS

Visit Bastrop warrants and certifies that, to its knowledge, Visit Bastrop and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

XIX. COMPLIANCE WITH LAWS

Visit Bastrop shall provide and perform all services required under this Agreement in compliance with all applicable federal, State and local laws, rules and regulations.

XX. NON-WAIVER OF PERFORMANCE

Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option.

XXI. LAW APPLICABLE

21.1 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BASTROP COUNTY, TEXAS.

21.2 Venue for any legal action or proceeding brought or maintained, directly or indirectly, because of this Agreement shall be in Bastrop County, Texas.

XXII. LEGAL AUTHORITY

22.1 <u>Visit Bastrop</u>. The signor of this Agreement on behalf of Visit Bastrop represents, warrants, assures and guarantees that he has full legal authority, pursuant to Chapter 22, the Texas Non-Profit Corporation Act, the Tax Code by adoption of resolution of the Visit Bastrop Board of Directors to bind Visit Bastrop to all terms conditions, provisions and obligations herein contained.

22.2 <u>City of Bastrop</u>. The signor of this Agreement on behalf of the City represents, warrants, assures and guarantees that she/he has full legal authority, pursuant to Article XI, Section 5 of the Texas Constitution, the City's Home Rule Charter, the Tax Code, and an resolution adopted by the City Council on September 12, 2017 to execute this Agreement on behalf of the City and to

bind the City to all of the terms, conditions, provisions and obligations herein contained.

XXIII. PARTIES BOUND

This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

XXIV. CAPTIONS

The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

XXV. INCORPORATION OF EXHIBITS

Each of the Exhibits listed below is an essential part of the Agreement, which governs the rights and duties of the parties, and shall be interpreted in the order of priority as appears below:

EXHIBIT A: Business Plan (to Be delivered at the second Council Meeting in November, 2017.)

EXHIBITB: Transition Plan

EXHIBIT C: Sample Albuquerque, NM Monthly Report of Performance Measures

XXVI. ENTIRE AGREEMENT

This Agreement, together with its authorizing ordinance and its exhibits constitute the final and entire agreement between the parties hereto and contain 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 is in writing, dated subsequent to the date hereto, and duly executed by the Parties.

The Parties recognize that certain agreements and policies referenced herein and necessary to effectuate this Agreement, including but not limited to, Visit Bastrop's Investment Policy, insurance policies, and contracts and agreements delineating shared intellectual property between the Parties and third parties are currently in the process of formulation and will be finalized after the execution of this Agreement.

SIGNATURES APPEAR ON NEXT PAGE

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WITNESS OUR HANDS, EFFECTIVE as of September 2017 (the "Effective Date"):

Accepted and executed in two duplicate originals on behalf of the City of Bastrop pursuant to Resolution R-2017-74 dated September 12th, 2017, and Visit Bastrop, pursuant to the authority of its Board of Directors.

CITY OF BASTROP: Lynda Hunnele

City Manager

1

ATTEST:

Ann Franklin

City Secretary

APPROVED AS TO FORM:

4-12- 4-21-13 V

Joe Gorfida, Interim City Attorney

VISIT BASTROP:

-Jost

Dale Lockett Interim Chief Executive Officer

<u>EXHIBIT A</u>

EMPLOYMENT POSITIONS

Director of Marketing or Manager of Marketing

Director of Sales

Senior Administrative Assistant

Manager of Digital Marketing

EXHIBIT B

TRANSITION PLAN

I. <u>TERM</u>

This Transition Plan (the *Plan*) between the City of Bastrop, Texas (the *City*) and Bastrop Destination Marketing Organization (*Visit Bastrop*, and collectively with the City, the *Parties*) shall commence on September 13, 2017, and will remain in full force and effect through September 30, 2017 (the *Term*).

II. SCOPE OF TRANSITION SERVICES

A. SUPPORT SERVICES

i. *City Services and Employment Needs.* In accordance with Article III of the Management Agreement (entered into by the Parties concurrently with this Plan) the City may provide Visit Bastrop with support services for the Term consistent with its internal departments, as determined necessary by Visit Bastrop and agreed to by both Parties in writing (collectively, the *Transition Services*). These Transition Services include, but are not limited to, accounting and finance, human resources support, instructional technology services, and planning and development. The provision of Transition Services may be extended by the City, upon consultation with Visit Bastrop, beyond the Term. Specifically, the City shall facilitate the human resources component, not limited to the hiring process, for Visit Bastrop employees, if any, as set forth in Exhibit A hereto. The compensation of these hires is to be determined by and is within the purview of Visit Bastrop.

B. BUSINESS REQUIREMENTS

i. *Compensation*. Effective September 13, 2017, in consideration of Visit Bastrop's performance of the services described in Article II of the Management Agreement, the City agrees to provide Visit Bastrop a minimum compensation of \$520,00000 for the remainder of the Term, to be paid in full on that date or within a reasonable time of that date. 487, 371.44

ii. *Office Space*. The City and Visit Bastrop each recognize that during the Term, Visit Bastrop will co-locate in the existing Bastrop Main Street Program's (*Main Street*) current offices, where Visit Bastrop will be afforded basic office amenities to conduct business. Visit Bastrop may extend this arrangement after completion of the Term if agreed to in writing by Visit Bastrop and Main Street.

iii. *Intellectual Property*. The City and Visit Bastrop will initiate actions and prepare a schedule to share Intellectual Property (as defined and described in the Management Agreement) as of July 1, 2017, in an effort to promote Visit Bastrop's marketing and advertising efforts. The City acknowledges Visit Bastrop may commence actions to register various Intellectual Property in the United States Patent and Trademark Office.



VI. MISCELLANEOUS

This Plan shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

If any provision of this Plan or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Plan and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council and the Board hereby declare that this Plan would have been enacted without such invalid provision.

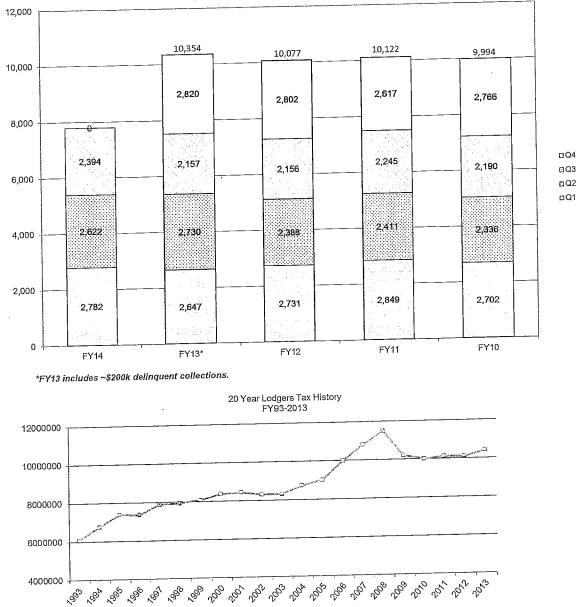
It is officially found, determined, and declared that the meeting at which this Plan is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Plan, was given, all as required by Chapter 551, Texas Government Code, as amended.

* * *



ALBUQUERQUE CONVENTION & VISITORS BUREAU PRESIDENT'S REPORT JULY 10, 2014

	5	% Hotel Occupat	ncy Tax Collections	<u>S</u>	
Apr '14	Apr '13	% Ch from Apr '13	FYTD14	FYTD13	FYTD % Ch
\$918,163.27	\$847,620.00	8.3%	\$8,717,226.30	\$8,145,603.46	7.0%



Albuquerque Lodgers Tax Cumulative by Quarter (In 000's) Item 9C.

					Lod	ging Indu	istry Re	port				
1 <u>1</u> 1 1 1 1 1 1			Mav	2014				C	alendar	Year to	date	
	Occ	% Ch Occ	ADR	% Ch ADR	% Ch RevPAR	% Ch Rooms Sold	Осс	% Ch Occ	ADR	% Ch ADR	% Ch RevPAR	% Ch Rooms Sold
Albuquerque	61.7%	0.5%	\$76.16	7.1%	7.6%	-0.3%	55.9%	1.3%	\$73.39	4.5%	5.9%	0.7%
Markets	01.770	0.070										
Markets	74.8%	-0.4%	\$126.54	5.6%	5.2%	1.7%	73.4%	0.6%	\$130.87	6.1%	6.8%	3.0%
		4.3%	\$107.93	2.8%	7.3%	7.0%	71.4%	9.8%	\$106.26	6.6%	17.0%	11.6%
2	76.0%		\$93.39	2.3%	4.7%	3.6%	62.4%	-0.7%	\$103.48	2.7%	1.9%	0.9%
3	55.5%	2.3%		3.4%	9.2%	7.2%	64.2%	0.4%	\$96.37	2.7%	3.2%	2.0%
4	65.7%	5.6%	\$90.32		-2.1%	-1.0%	60.9%	4.1%	\$81.22	5.3%	9.6%	4.1%
5	63.9%	-1.0%	\$80.60	-1.1%			56.7%	-0.6%	\$78.21	3.3%	2.6%	1.0%
6	66.5%	6.5%	\$78.75	3.6%	10.3%	8.3%		6.5%	\$93.06	3.2%	10.0%	7.9%
7	72.4%	8.7%	\$93.93	2.8%	11.7%	10.4%	68.2%			5.7%	8.7%	3.2%
8	72.9%	0.5%	\$111.70	5.2%	5.7%	1.4%	66.4%	2.8%	\$105.64			0.9%
9	68.1%	-9.0%	\$86.33	7.1%	-2.6%	-6.1%	63.4%	-1.3%	\$83.45	7.6%	6.3%	5.0%

	Meeting Properties by Corridor (Top 5 for each category)												
11 F 11 F 1	Occ	% Ch Occ	ADR	% Ch ADR	% Ch RevPAR	% Ch Rooms Sold	Осс	% Ch Occ	ADR	% Ch ADR	% Ch RevPAR	% Ch Rooms Sold	
			\$112.71	10.8%	16.4%	5.1%	63,4%	-1.1%	\$108.58	4.0%	2.9%	-1.1%	
Downtown	69.2%	5.1%				7.4%	47.9%	7.1%	\$89.21	4.1%	11.4%	7.1%	
Uptown	50.6%	7.4%	\$90.81	4.5%	12.2%				\$86.71	8.2%	5.1%	-2.9%	
Airport	74.0%	-9.9%	\$87.74	12.4%	1.3%	-9.9%	68.0%	-2.9%					
N Corridor	61.1%	1.4%	\$85.83	-0.6%	0.8%	1.4%	52.6%	-3.4%	\$85.61	-0.7%	-4.0%	-3.4%	

6.7%

3.5%

5.9%

8.9%

6.0%

10.0%

2.5%

3.8%

4.8%

\$106.31

\$95.63

\$115.35

68.1%

61.3%

67.2%

67.0%

9

10

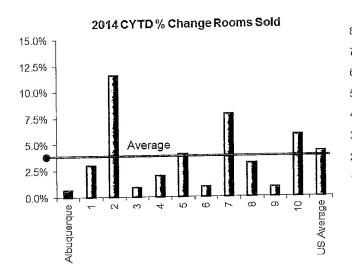
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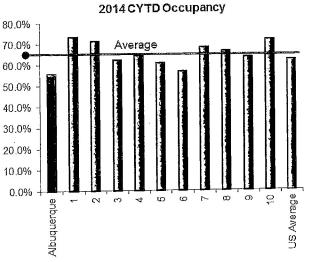
US Average

6.2%

2.2%

4.9%





\$131.59

\$98.50

\$113.58

5.7%

2.6%

3.4%

71.7%

65.0%

62.1%

4.5%

4.7%

4.1%

10.5%

7.5%

7.6%

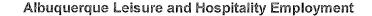
Source: Smith Travel Research Inc – Republication or other re-use of this data without the express written permission of STR is strictly prohibited. Comp Set Includes: Salt Lake City, Tucson, Austin, Charlotte, Little Rock, Denver, Phoenix, Portland, Oklahoma City and Arlington 157

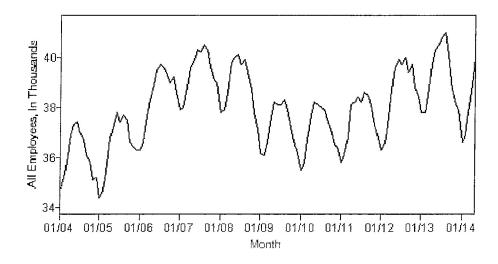
5.9%

3.7%

4.3%

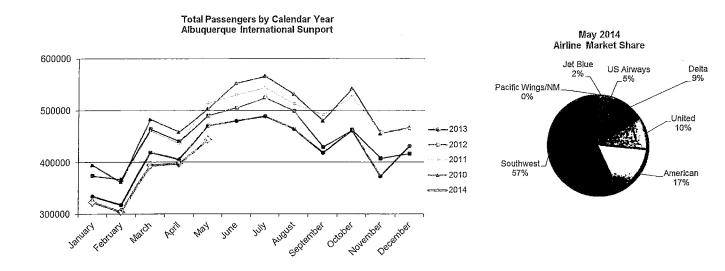
Item 9C.





Source: Bureau of Labor Statistics

	4	Aviation Pas	sengers			
	May '14	May '13	% Ch from May '13	CYTD 2014	CYTD 2013	CY % Ch from '13
Total Enplaned Passengers	226,859	241,472	-6.1%	939,825	982,843	-4.4%
Total Deplaned Passengers	216,716	229,934	-5.7%	922,538	965,525	-4.5%
Total All Passengers	443,575	471,406	-5.9%	1,862,363	1,948,368	-4.4%



Source: Albuquerque International Sunport

FISCAL YEAR ROOM NIGHTS BOOKED											
	As of June 30	, 2014									
Total Goal	FY14	% of Goal	FY13	% Change							
	57,702	139.0%	36,219	59.3%							
		95.6%	65,610	2.8%							
		204.5%	49,257	<u>72.3%</u>							
			151,086	<u>39.0%</u>							
	FISC/ Total Goal 41,500 70,500 41,500 153,500	As of June 30 Total Goal FY14 41,500 57,702 70,500 67,423 41,500 84,878	As of June 30, 2014 Total Goal FY14 % of Goal 41,500 57,702 139.0% 70,500 67,423 95.6% 41,500 84,878 204.5%	As of June 30, 2014 Total Goal FY14 % of Goal FY13 41,500 57,702 139.0% 36,219 70,500 67,423 95.6% 65,610 41,500 84,878 204.5% 49.257							

CONVENTION SALES & SPORTS

Convention Sales & Sports Initiatives

Tradeshows/Industry Meetings:

June 8-9 - Grand Circle Association meeting in Durango, CO - Allison Olguin June 10-12 - AIBTM in Orlando, FL, Appointment Based Tradeshow; Met with 58 of 60 scheduled appointments and an additional 12 meeting planners- Abigail Goodin, Jacob Quintana June 11-15 - Collaborate Marketplace in Portland, OR - Whitney Cordell

Site Inspections:

June 1-4 - Association for Driver Rehab Specialists 2017 with Elizabeth Green, 670 total room nights - Jacob Quintana June 4-6 - Society for Applied and Industrial Mathematics, 519 total room nights - Larry Atchison

June 5-6 - SW Association of Student Assistance Programs with Jeff Kahlden, 750 total room nights - Whitney Cordell

June 9-11 - USA Ultimate with Byron Hicks, varies total room nights - Angie Jepsen, Dan Ballou

June 9-11 - USA Archery with Sheri Rhodes, varies total room nights - Angie Jepsen, Dan Ballou

June 16-17 - American Honey Producers Association with Cassie Cox, 788 total room nights - Whitney Cordell

June 17-19 - American Veterinary Chiropractic Association 2015/2016 with Alisha Raines, Executive Secretary; James Israelsen, DVM, President, AVCA; Leslie Means, Executive Director; Debora Renken, HelmsBriscoe; Dr. Mark Meddleton, Local Veterinarian, 345 total room nights - Jacob Quintana

June 18 - American Veterinary Chiropractic Association (for Jacob) with Debora Renken, 345 total room nights - Melanie June 26-28 - Oldsmobile Club of America 2017 with Jerry Wilson, President, OCA; Ed Konsmo, OCA Chief Judge; Everett Horton, OCA Swap Meet Chair; Joe Donnelly, Chair, Racing Committee; Christopher Giblin, HelmsBriscoe; Kristi Hetland, HelmsBriscoe, 1,220 total room nights - Jacob Quintana

Local Industry Events:

June 10 - ACVB Annual Luncheon - Larry Atchison, Rob Enriquez, Whitney Cordell

Presentations:

June 23-25 - Chicago Sales Mission - Whitney Cordell, Allison Olguin

Other Meetings:

- June 2 Face the Futures, Cliffdwellers Digital Whitney Cordell
- June 3 New Mexico American Marketing Association meeting with Zulema Santacruz Allison Olguin
- June 9 FBI National Academy Associates meeting with Steve Shaw Larry Atchison
- June 10 Ancient Egyptian Arabic Order Nobles Mystic Shrine meeting with Harold Bendaw Larry Atchison
- June 16 7 on 7 Tournament Pre-con at Balloon Fiesta Park with Susan Rice Angie Jepsen, Dan Ballou
- June 19 USA Track & Field meeting Angie Jepsen, Dan Ballou

June 17 - SW Border Food Safety & Defense Center Emergency Preparedness meeting with Cynthia Beiser, 60 total room nights -Allison Olguin

- June 17 NM Activities Association meeting with Dusty Young Dan Ballou
- June 18 Society of Petroleum Engineers dinner with Amy Chao Whitney Cordell

June 20 - Far West Regionals Youth Soccer meeting with Jim Tiley - Angie Jepsen, Dan Ballou

Upcoming Sales & Sports Activities:

- July Site Inspection, NM Swimming Angie Jepsen, Dan Ballou
- July Site Inspection, NM Youth Soccer Dan Ballou

July - Site Inspection, National Brokerage Agencies with Paul Horos, 411 total room nights - Melanie Martinez

July 3 & 15 - SW Border Food Safety & Defense Center Emergency Preparedness meeting (3rd) with Cynthia Beiser and site inspection (15th), 60 total room nights - Allison Olguin

July 9-11 - Site Inspection, Call to Action with Ginny Nyhuis, 1,425 total room nights - Abigail Goodin July 9-11 - Site Inspection, Centers for Spiritual Living with Joe Martin, 790 total room nights - Allison Olguin

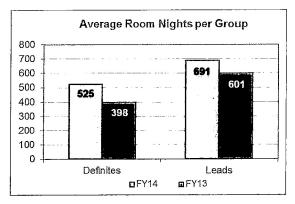
CONVENTION SALES & SPORTS

CVB Definite Fut	ure Room Night Bookings -	Monthly	
	Jun '14	Jun '13	% Ch
Number of Definite Bookings	44	36	22.2%
Total Room Night Production	22,328	11,889	87.8%
Total Attendance	17,421	9,607	81.3%
Direct Spending*	\$9,213,373	\$5,381,873	71.2%

CVB Definite	Future Room Night Booking	s – FY	CVB Definite Future Room Night Bookings – FY										
	FY14	FY13	% Ch										
Number of Definite Bookings	400	380	5.3%										
Total Room Night Production	210,003	151,086	39.0%										
Total Attendance	287,640	234,029	22.9%										
Direct Spending*	\$80,115,526	\$63,851,882	25.5%										

*Per city contract, Direct Spending is calculated using the DMAI Event Impact Calculator.

Meetings Lead Production											
	Jun '14	Jun '13	% Ch	FY14	FY13	% Ch					
Number of Leads	44	54	-18.5%	702	710	-1.1%					
Total Potential Room Nights	24,240	29,216	-17.0%	484,758	426,947	13.5%					
Total Attendance	16,181	30,980	-47.8%	480,789	494,615	-2.8%					



	C	urrent Tentativ	es		
		We are proje	cting to turn	the following	oom nights in:
	Room Nights	Jul	Aug	Sep	% of Total
Center	73,428	3,828	830	853	7.5%
Non-Center	35,099	2,884	3,431	1,211	21.4%
Sports	26,074	995	1,757	4,255	26.9%
Total	134,601	7,707	6,018	6,319	14.9%

		Lea	ad Incentive	s Offered	i					
		FY14					FY13			
	# Grps TRN \$\$ \$\$/RN					# Grps	TRN	\$\$	\$\$/RN	
Definite	65	60,741	\$321,389	\$5		78	61,350	\$417,370	\$7	
Lost Business	13	27,467	\$73,517	\$3		27	61,867	\$308,455	\$5	
Cancelled	1	243	\$525	\$2		3	5,764	\$45,176	\$8	
Tentative	9	9,915	\$36,553	\$4		1	4,418	\$22,090	\$5	
Total offered within FY	88	98,366	\$431,984	\$4		109	133,399	\$793,091	\$6	

an an an fair an			LOS		ESS BY CITY				
				T	/14			Non-C	onter
	Cen	ter	Non-Co	enter		Cei	nter	Non-C	enter
	# Groups	1	# Groups	TRN		# Groups	TRN	# Groups	TRN
Addison, TX			. 1	880					
Anaheim	2	11635	1	1100					
Atlanta	2	2378	2	713					
Austin	1	1545	1	100					
Baltimore	1	1576							
3end, OR			2	5494					
Birmingham	1	3606	2	1434					8
Boise			1	600	-		÷ •		•
Branson, MO			3	565			• •		8.9
Bristol, TN			1	1220				1 A	
Buffalo Thunder	1	350							
Chapel Hill, NC			1	117			7000	1	129
Charlotte, NC	1		1		Orlando	4	7988		22
Chicago	1	1705	2		Overland Park	1	500		
Clovis			1	30	Palm Springs	1			<u> </u>
College Sta, TX	2	7212			Pasadena	1	1		516
Colorado Springs					Phoenix	5	10445		20
Dallas	2	2345	2		Pigeon Forge, TN			1	
Denver	2	4082		2145	Portland	3	2595		
Detroit	<u> </u> -		1	120	Providence, RI	ļ	ļ	1	
Fayetteville, AR	1	3606			Pueblo, CO			1	4
Fresno	·		3	292	Rapid City, SD	1			
Ft Lauderdale			1	110	Reno	1			117
Ft Worth	1	1245			Rio Rancho	1	1051		
the second se			1 1	40	Riverside, CA			1	
Grand Canyon			1		Sacramento			2	
Harrisburgh, PA			1	790	Saga, Japan			1	
Hawaii			1		Salt Lake City	1	776		
Houston	1	1263			San Antonio	2	420		
Indianapolis	2				San Diego	1	1302	2 4	
Irving	<u></u>		1	485	San Juan, PR			1	
Isleta Casino	+		3		Sandia Casino		1 10		
Jacksonville, FL	4	5749) Santa Fe			8	
Kansas City		0140	1		Savannah, GA			-	1 1
Lake Charles, VA	<u>\</u>		1		/ Seattle		2 368	4 4	4 6
Lake Tahoe			2		Springfield, MO				1 4
Las Cruces		000			9 St Louis	1	2 335	7 .	1 2
Las Vegas	3				2 Stanford, CT	-			1 1
Long Beach	1			202	Tamaya			Ę	5 20
Los Angeles	11	1 1959		551	5 Tucson		-	:	3 10
Louisville, KY		100	1	500	Washington, DC	_	1 160	5	
Loveland, CO	2	2 166		10	And a second	2	Name of Column 2 is not the owner of the owner	and the second se	3 248
Mesa, AZ			1	·	3 TBD/Unknown			20	1
Milwaukee		1 158			4 No Hotel Utilized				3 17
Minneapolis					0 Met in ABQ - No		0 1082		
New Orleans		1 116			0 Meeting CXL		0 1002		
Nashville			´	1 14	a state of the second sec		0 40000	59 19	5 1100
Omaha				1 42	1 Tot	al 9	9 18655	פו פו	

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CONVENTION SALES & SPORTS

Center Lost Business FY14 100% of Lost Business Shown - Total 186,559

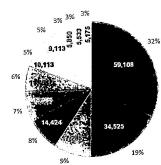
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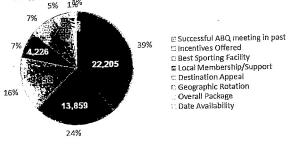
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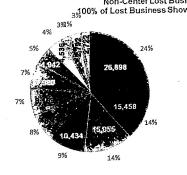


5% Downtown Hatel Package includes Too many hotels in package; More alseping rooms close to Center; Meeting Space/Sleeping Rooms under one roof.

Dow	ntown Hotel Package		
Othe	r		
Dest	nation Desirability		
Rid T	îming - Unable to view Tra	ck pric	r
	Support/Membership	·	
	bership Vote		
Geog	raphic Preference		
Mee	ting Cancelled		
	- Overall City Package		
	esponse from Planner		
	d Preference		
	Convention Center Other 1	9% Expa	nded
	Hotel-Guest Room Rates too High	4023	2.25
	Old not make 1st/Final Cut	3731	2.0%
	ABQ- Safety Concerns	3562	1.9%
	ACC - Dates/Space Unavailable	3445	1.8%
	ACC - Induor Track	3350	1.8%
	Preferred Location Available	3200	1.7%
	Client will not sign hotel contracts	3160	1.7%
	CC space not adequate for Planner	2000	1.1%
	ACC - Will not use at this time	1705	0.9%
	Near Training/Hdqt Office	1605	D.955
	ACC - Rateston high	1358	0.7%
	Transportation/Accessibility issues	1195	0.6%
	NoLonger using 3rd Party	\$50	0.5%
	ACC- Condition Concerns	615	0.3%
	PreferaResort	350	0.254
	Change in Program	305	0.255
	No Longer Using Hotel	20	0.0%

Center Win Reasons FY14 100% of Definite Business Shown - Total 57,702 5% 1%

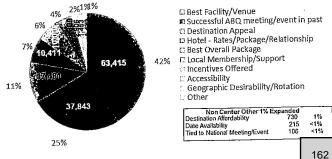




Non-Center Lost E of Lost Business S	Business FY14 hown - Total 110,697
24%	E Preferred Location Available G Other C Local Support/Membership E Destination Desirability Meeting Cancelled
26,898	Informing contained on the second of th
15,458	C ABQ - Overall City Package C Board Preference

Non Center Other 14% Ex	panded	
Chose Hyatt Tamaya	2035	1.8%
Transportation/Accessibility Issues	1919	1.7%
Climate/Weather Concerns	1908	1.7%
Near Training/Headquarter Office	1784	1.6%
Geographic Preference	1556	1.4%
Hil -Guest Room Rates too High	1100	1.2%
No Longer Using Hotel	1074	1.0%
Combinded with another meeting	764	0.7%
Lead turned over to AHCC	641	0.6%
Chose Isleta Casino	485	0.4%
Chose Sandia Casino	370	0.3%
Multiple year bid - single yr bonked	240	0.2%
Hotel Concessions Required	152	0,11
Will hold trainings/Annual Only	130	0,1%
Multi Yr Bid - 1 yr ehminaled	88	0.1%
Prefer Larger City	68	0.19
Economy	24	0.0%

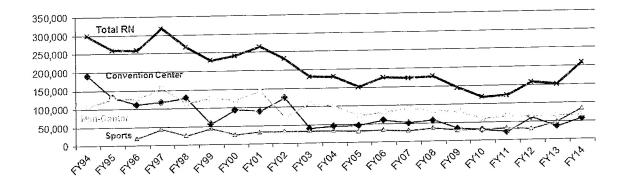
Non-Center Win Reasons FY14 100% of Definite Business Shown - Total 152,301



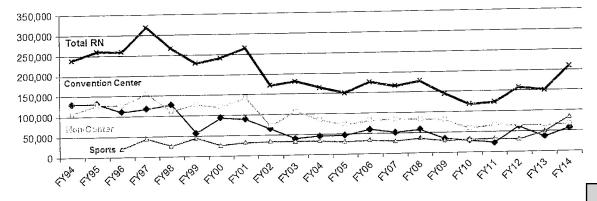
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			His	torical Defin	nite Produc	ction			
<u> </u>	w/USBC (94	& 02) or FMC	CA (04 & 07)			w/o USBC (9			7)
Fiscal		Non Center	Sports	Total	Fiscal	Center	Non Center	Sports	Total
FY94	190,856		· · ·	298,821	FY94	130,856	107,965		238,821
FY95	131,504			260,143	FY95	131,504			260,143
FY96	111,408		20,128	259,453	FY96	111,408	127,917	20,128	259,453
FY97	118,218		44,582	318,968	FY97	118,218	156,168	44,582	318,968
FY98	128,062		25,823	266,826	FY98	128,062	112,941	25,823	266,826
FY99	57,392			229,557	FY99	57,392	127,544	44,621	229,557
FY00	94,098		26,021	241,390	FY00	94,098	121,271	26,021	241,390
	89,817		32,290	265,354	FY01	89,817	143,247	32,290	265,354
FY01	125,465		33,524	231,374	FY02	65,465	72,385	33,524	171,374
FY02	40,481	107,484	33,100	181,065	FY03	40,481	107,484	33,100	181,065
FY03	46,066		33,547	180,575	FY04	46,066	85,302	33,547	164,915
FY04	46,420		30,653	150,878	FY05	46,420	73,805	30,653	150,878
FY05			33,536	176,620	FY06	60,598		33,536	176,620
FY06	60,598			173,217	FY07	51,598		30,086	166,095
FY07	51,598			177,440	FY08	57,837		36,591	177,440
FY08	57,837			144,964	FY09	34,174		29,693	144,964
FY09	34,174			118,731	FY10	29,505		29,967	118,731
FY10	29,505			122,597	FY11	22,942		33,138	122,597
FY11	22,942			157,845	FY12	62,180			157,845
FY12	62,180			151,045	FY13	36,219			151,086
FY13	36,219			210,003		57,702			210,003
FY14	57,702	67,423	84,878	210,003		01,102		·	

Fiscal Year Room Nights Booked For Future Years including USBC/FMCA



Fiscal Year Room Nights Booked For Future Years without USBC/FMCA



CONVENTION SERVICES

	Actua	Meetings Ho	sted - CVB	Booked		
······································	Jun '14	Jun '13	% Ch	FY14	FY13	% Ch
Number of Meetings	46	33	39.4%	356	367	-3.0%
Room Nights	26.270	10,589	148.1%	214,541	116,958	83.4%
Attendance	51.527	28,485	80.9%	295,656	207,675	42.4%
Direct Spending*	\$11,215,888	\$8,757,680	28.1%	\$83,622,138	\$50,555,017	65.4%

Higher Room Nights, Attendance and Direct Spend FY14 due in large part to USA Roller Sports.

*Per city contract, Direct Spending is calculated using the DMAI Event Impact Calculator.

		Visitor Info	rmation Cent	ers		1
	Jun '14	Jun '13	% Ch	FY14	FY13	% Ch
Visitors						
Airport	5,210	5,854	-11%	60,814	64,839	-6%
Old Town	2.640	3,022	-13%	28,860	29,785	-3%
ACVB Office	15	21	-29%	280	444	-37%
Total	7.865	8.897	-12%	89,954	95,068	-5%
Volunteer Hours	838.5	850.5	-1%	9,833.5	10,005	-2%

Services Report

- June 1 Daughters of the Nile--promotional trip to Omaha for the 2015 convention Denise Suttle
- June 3 Met with potential new partner for ACVB, in speaker/trainer category Denise Suttle
- June 3 Site with Bette Worley, National Student Exchange Cecilia Padilla-Quillen
- June 5 Attended Virgin Galactic Customer Service Training Roxane Cisneros
- June 5 Event Service Professionals Association, annual convention program committee meeting Denise Suttle
- June 5 Attended Address given by APD Chef Eden at Embassy Hotel & Suites Cecilia Padilla-Quillen
- June 9-13 Volunteers provided for Far West Regional USYSA Soccer championships Denise Suttle
- June 10 3 volunteers provided for NM Youth Soccer Association Far West Regionals (bag stuffers) Roxane Cisneros
- June 10 ACVB Annual Luncheon Andrew Lee
- June 11 June Volunteer Meeting Vernon's Hidden Valley Steakhouse Roxane Cisneros
- June 13 Judge at annual Hospitality Games Denise Suttle
- June 18 Volunteer Outing/Education Dynamax screening of "Jerusalem" Roxane Cisneros
- June 19 Meet with local host committee, NM Institute of Transportation Engineers Denise Suttle
- June 19 ESPA executive committee meeting Denise Suttle
- June 20 Meet with director of Sun Country Regional Volleyball Tournament Denise Suttle
- June 20 Adventist Risk Management Andrew Lee
- June 25 New volunteer interview Charles Rapson for Old Town Visitor Information Center Roxane Cisneros

PARTNER DEVELOPMENT

		Partners F	Represented			
	Jun '14	Jun '13	% Ch from Jun '13	FY14	FY13	% Ch from FY13
Total Partners				757	797	-5%
New Partners	4	13	-69%	62	80	-23%
Renewal Partners	64	55	16%	543	543	0%
Non-Partners				304	NA	NA
Total Represented				1061	797	33%

		Developme	nt and Oth	er Private Rev	venue			·
	Jun '14	Jun '13	% Ch from Jun '13	FY14	FY13	% Ch from FY13	FY Goal	% of Goal
DUES					· <u> </u>			
New Partners	\$1,510	\$4,974	-69.6%	\$27,697	\$43,139	-36%	\$34,000	81%
Renewals	\$43,997	\$41,869	5.1%	\$305,381	\$328,991	-7%	\$259,000	118%
Total Partner Dues	\$45,507	\$46,843	-2.9%	\$333,079	\$372,130	-10%	\$293,000	114%
ADVERTISING								
Visitors Guide/Map	\$9,787	\$8,999	8.8%	\$151,106	\$153,101	-1%	\$140,000	108%
Website/Mobile/Email	\$6,130	\$0	NA	\$25,085	NA	NA	\$31,000	81%
Co-Op Advertising	\$10,173	\$1,475	589.9%	\$19,649	\$9,399	109%	\$9,000	218%
Total Ad Revenue	\$26,090	\$10,473	149.1%	\$195,839	\$162,500	21%	\$180,000	109%
								- Marco
Sponsorships	\$0	\$800	-100.0%	\$750	\$2,300	-67%	\$3,000	25%
Other Revenue	\$15,077	\$28,017	-46.2%	\$21,750	\$33,145	-34%	\$30,000	73%
						النصر مسجعاتين ورو		-
TOTAL REVENUE	\$86,674	\$85,884	0.9%	\$551,418	\$570,075	-3%	\$506,000	109%

In August 2013, we began breaking out Partner Dues, Advertising. Sponsorships and Other Revenue. We did not begin tracking Advertising Revenue until October 2012.

Partner Development Report

- Total YTD partnership collections (dues, sponsorships, merchandise, auction, advertising and miscellaneous) equals \$551,418, 109% of annual goal
- Enrolled 4 new partners
- Renewed 64 partners
- Partnering with MCT, hosted a very successful Annual Luncheon at the Albuquerque Convention Center
- Restructured Development staff responsibilities
- Hosted a Special Conversation for our partners with Chief Eden
- Hosted a successful Partner Orientation
- Hosted a successful ACE at the National Museum of Nuclear Science and History
- Participated in successful Hospitality Games Implementation
- Continued work with APD and GAIA
- Continued work with Alliances and Advocacy Directors Council
- Continued work with Balloon Fiesta Park Commission

		Media			· · ·	
	FY14 4th Quarter	FY13 4th Quarter	% Ch from FY13	FY14	FY13	% Ch from FY13
Domestic Coverage						440.00/
# of Print Articles	46	45	2.2%	483	223	116.6%
Circulation	7,965,870	5,905,281	34.9%	104,735,785	50,805,148	106.2%
Publicity Value	\$125,566	\$52,139	140.8%	\$748,481	\$414,711	80.5%
# of Online Articles	143	405	-64.7%	1,551	1,837	-15.6%
Publicity Value	\$241,028	\$345,957	-30.3%	\$1,900,249	\$1,272,648	49.3%
	Т	otal Number	of Articles	2,034	2,060	-1.3%
		Total Publi		\$2,648,730	\$1,687,359	57.0%
Broadcast Coverage*	an managan dan sama dan sama sama dan dan sama d					
# of National Broadcast stories	3	46	-93.5%	1,575	1566	0.6%
Publicity Value	\$1,085	\$304,790	-99.6%	\$7,820,096	\$7,627,353	2.5%

Media Numbers Reported Quarterly – 4th Quarter Reported

			Tourism				<u> </u>	
	Jun '14	Jun '13	% Ch	FY14	FY13	% Ch from FY13	FY Goal	% of Goal
Consumer (Visitor Guide Requests)	7,407	10.444	-29.1%	68,790	83,695	-17.8%	77,219	89.1%
Group Tour Business	1,002	1,643	-39.0%	10,543	11,727	-10.1%	10,000	105.4%

Group Tour Numbers Reported Quarterly – 4th Quarter Reported

		Website				
	Jun '14	Jun '13	% Ch from Jun '13	FY14	FY13	% Ch from FY13
User Sessions				1 00 1 00 1	1 400 242	14%
Google Analytics	161,571	166,703	-3%	1,634,621	1,430,342	1470
Unique Visitors					1017050	13%
Google Analytics	131,918	142,748	-8%	1,375,704	1,217,953	1370
Search Engines (Google Analytics)					000 177	040/
Search Engine Traffic	107,570	73,084	47%	1,016,942	838,477	21%
Google Traffic	96,914	57,737	68%	871,003	688,215	27%

Item 9C.

MARKETING, COMMUNICATIONS & TOURISM

June Social Media Highlights:

Social Media

- The Albuquerque frame appeared at the Albuquerque Comic Expo (ACE) June 25-27th
 - ACE provided our frame volunteers with day passes for the event
- Highlights
 - We had a great social media graphic created by our in-house team for USA soccer which got a lot of engagement (3,263 likes/comments/shares)
 - Our annual luncheon video was recognized in a tweet by Albuquerque Mayor Richard Berry
 - ABQ365 was featured in this month's Yelp newsletter as the featured sponsor
 - Our @VisitABQ Twitter handle was recognized as one of June 2014's Must Follow DMOs by BAD Consulting LLC.

ABQ365

100000

90000

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- Blog
 - 6/27 Bolo Tie Exhibit early access to exhibit courtesy of the Albuquerque Museum
- Blog Posts
 - There were 14 blog posts added to ABQ365 this month
 - The most popular post of the month was the Albuquerque Comic Expo ("Five reasons to go to ACE this weekend" followed by the free day at the ABQ BioPark Zoo and the pickup of Better Call Saul for a second season
 - This is the highest trafficked month for the blog thus far

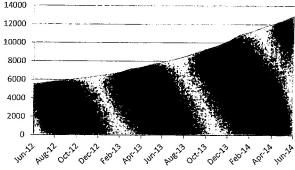
Facebook Activity - We had 22 posts to *Visit ABQ's* FB in the month of June. There were 3,601 referrals to VisitAlbuquerque.org from social networks; 2,934 of those referrals were from Facebook (Google Analytics-does not include advertising)

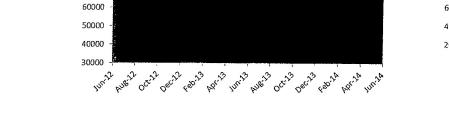


Facebook Fans



Twitter Followers







176 Active Subscribers - 172,649 Video Views

Social Media continued

Facebook – 12 Links to Internal Pages

6/30 - (Event) Post to the US Soccer watch party <u>http://www.visitalbuquerque.org/abq365/events/detail/World-Cup-Watch-Party-USA-Soccer-vs-Belgium/22052/</u>

6/30 - (ABQ365 Blog) Free day at the BioPark Zoo http://www.visitalbuquerque.org/abq365/blog/post/2014/19/We-re-not-monkeying-around-ABQ-BioPark-zoo-offers-free-admission-on-Monday-June-30th/68/

6/25 - Fly to Sunshine sweepstakes post

6/25 - (ABQ365 Blog) The Yards Craft Beer Premiere (photo diary)

http://www.visitalbuquergue.org/abq365/blog/post/2014/23/The-Yards-Craft-Beer-Premier-a-photo-journey-of-the-longestday-of-the-year-for-craft-beer/71/

6/19 - (ABQ365 Blog) Better Call Saul gets picked up for second season

http://www.visitalbuquerque.org/abq365/blog/post/2014/19/-Breaking-Bad-prequel-Better-Call-Saul-picked-up-by-AMC-fora-second-season/69/

6/19 - Fly to Sunshine sweepstakes post

6/15 - (Event) Father's Day at the BioPark http://www.visitalbuquerque.org/abq365/events/detail/Old-Town-Father-s-Day-Celebration/21844/

6/13 - (Event) Cherry Poppin' Daddies/Heights Summerfest <u>http://www.visitalbuquerque.org/abq365/events/detail/Heights-</u> Summerfest/20505/

6/12 - (Event) Summer Nights Concert Series http://www.visitalbuquerque.org/abq365/events/detail/Summer-Nights-Concert-Series/21138/

6/9 - (ABQ365 Blog) New sharks at the aquarium <u>http://www.visitalbuquerque.org</u> abq365/blog/post/2014/2/ABQ-BioPark-Aquarium-welcomes-two-new-sharks-to-the-shark-tank/61/

6/6 - (Event) ABQ Folk Festival <u>http://www.visitalbuquerque.org/abq365/events/detail/Albuquerque-Folk-Festival/20708/</u> 6/3 - (Event) AFME

http://www.visitalbuquerque.org/abq365/events/results/?e_ViewBy=search&e_submit=1&e_sortBy=eventDate&e_pagesize= 10&e_sDate=&e_eDate=&e_keyword=&e_catID=79&e_submitBtn=SEARCH

Marketing, Communications & Tourism Report

Site Visits:

Media

June 5-9 - Rachael Dickhute, EverythingHauler.com/Ford Motor Company June 18 - Bernadette Conrad (Germany): Die Zeit & Greyhound blog June 19-22 - Carrie Cecil, The Glamper Girls **Travel Trade/Travel Agents/FIT** William and Christine Forti, Travel Agents

• Shows/Conferences:

June 23-25 - California Travel Summit - Tania was a guest speaker on film tourism and the success of Breaking Bad tourism

Advertising/Placement:

Leisure Outdoor:

- Four Fly to Sunshine outdoor boards ran in Kansas City June 1-30
- Five Fly to Sunshine outdoor boards ran in Chicago June 1-30
- Four Fly to Sunshine outdoor boards ran in Portland June 1-30

Leisure Online:

Specific Media (ad network)

- Fly to Sunshine banner ads, pre-roll ads and retargeting banner ads ran June 1-30 (geo and behavior targeted)
- retargeting visitors guide and brand banner ads ran June 1-30

Southwest

- visitors guide banner ad ran June 1-30
- hotel ads ran within confirmation emails sent to everyone who booked a flight into Albuquerque during the month of June – Hotel Cascada, June 1-15 and Albuquerque Hyatt Regency, June 16-30

Sojern

• Fly to Sunshine banner ads and pre-roll ads ran June 1-30 (geo and behavior targeted)

Weather.com

• Fly to Sunshine banner ads ran June 1-30 (geo targeted with a cold and/or cloudy weather trigger)

Sunset and Time Inc. Lifestyle Network

• Fly to Sunshine banner ads and pre-roll ads ran June 1-30 (geo targeted)

TripAdvisor

- Fly to sunshine banner ads ran June 1-30 (content and geo targeted)
- Visitors guide and brand banner ads ran June 1-30 on the Albuquerque page and run of site
- Cultural Services Department banner ads ran June 1-30 (content targeted)

National Geographic

• Fly to sunshine banner ads and pre-roll ads ran June 1-30 (geo targeted)

USA Today

• Fly to sunshine banner ads and pre-roll ads ran June 13-30 (geo and behaviorally targeted)

King Email Marketing

- Cultural Services Department sweepstakes email with win a trip, Freedom 4th, Route 66 Summerfest and Salsa Fiesta messaging was sent on June 3rd to 26,366 emails in Denver, Dallas and Lubbock
- Fly to sunshine email with fly to sunshine, request a vg and win, JetBlue and summer messaging was sent on June 3rd to 75,000 emails in New York City (behaviorally targeted)
- Fly to sunshine email with win a trip, request a vg, JetBlue and summer packages messaging was sent on June 26th to 75,000 emails in New York City (behaviorally targeted)

Marketing, Communications & Tourism Report continued

Advertising/Placement continued

Leisure Local:

- Albuquerque the Magazine (85,678 circ.) ABQ365 1/3 page ad ran in the June issue
- edible Santa Fe, Albuquerque and Taos (20,000 circ.)
 ABQ365 ¼ page ad ran in the June/July issue
- Albuquerque Little Theatre ABQ365 ½ page ad ran in the Les Miserables program May 23-June 15
- Albuquerque Journal website ABQJournal.com ABQ365 banner ads ran June 1-30

Convention Online/Email:

- Specific Media
 - Meet the New Albuquerque banner ads ran June 1-30 (geo and behavior targeted) Meetings pre-roll ads ran June 1-30 (geo and behavior targeted)
- Retargeted Meet the New Albuquerque banner ads ran June 1-30
- o Smart Meetings

Meet the New Albuquerque banners ran June 1-30 on the New Mexico landing page Sponsored Albuquerque content on the New Mexico landing page Featured Venue in the June 24th eNewsletter sent to 44,000 emails

0 ePro Direct

Email blast with Convention Center improvements, Albuquerque: Your Recipe for Success incentive and top 10 reasons to hold your meeting in Albuquerque messaging was sent to 15,080 association, education, religious, fraternity, government and military meeting planners on June 11th.

Albuquerque: Your Recipe for Success incentive was included in the Opportunity Knocks eNewsletter sent to 83,716 emails on June 30th.

Convention Local:

Albuquerque Journal Business Outlook (Monday circ. 91,579)

Bring Your Meeting Home ad along with the June Convention Calendar ran in the June 2nd Business Outlook section

Bring Your Meeting Home ad along with the July Convention Calendar ran in the June 23rd Business Outlook section

Facebook Advertising:

- Recipe for Success (meeting planner focused ad): Ran June 30 107 website clicks (\$1.57 CPC), 67 post likes, 10 page likes Number of people ad was served to (reach): 31,502
- ABQ365 Page Likes Ad: Ran June 27-30
 1987 page likes gained
 Number of people ad was served to (reach): 103,139
- Promoted Post: #GoUSA #WorldCup: Ran June 26-27
 3,263 post engagements (likes, comments, shares)
 Number of people ad was served to (reach): 76,444

Marketing, Communications & Tourism Report continued

Media:

Local Media:

June 4 - Media Alert regarding Rachael Dickhute's visit June 9 - Annual Luncheon media alert

June 10 - Annual Luncheon press release

June 12 - PRSA Bronze Anvil press release

June 26 - July Convention Calendar

National/International Media:

June 26 - Fly to Sunshine Sweepstakes press release

M&C Trade Media:

June 19 - Your Recipe for Success press release

Media Pitches:

June 5 - Cooking Light: New or unusual food-based spa treatments (pitched treatments at Hyatt Tamaya & Great Face and Body) Status: publication likes it (specifically they are interested in Hyatt Tamaya's Ancient Drumming Treatment featuring a red chile wrap), journalist will be in market in August to stay at the property and try the treatment. Publication date TBD. June 6 - MountainHikingSite.com: Popular hiking destinations in the U.S. (La Luz Trail) Status: They'd like us to write a blog post about the La Luz Trail for their site.

June 11 - Unknown Publication: Independently owned boutique hotels (Hotel Parq Central & Hotel Andaluz) Status: pending June 13 - Wendy Pramik, Albuquerque's up-and-coming beer scene

June 25 - Patriotic Hotels (Hyatt Regency Tamaya) Status: Not Selected

Travel Trade Activity:

Worked with St. Francis group on Balloon Fiesta itinerary

E-Marketing:

June 12 - "Enter to win a getaway for two - last chance!" email sent to 125,080 consumer contacts with a 17% open rate and 47% click to open rate

June 26 - "Win a Trip for Two to Sunny Albuquerque" email sent to 987 consumer contacts in the Portland DMA (currently unable to retrieve results due to an error in the email system)

June 26 - "Win a Trip for Two to Sunny Albuquerque" email sent to 1,058 consumer contacts in the Kansas City DMA (currently unable to retrieve results due to an error in the email system)

June 26 - "Win a Trip for Two to Sunny Albuquerque" email sent to 1,638 consumer contacts in the Seattle DMA (currently unable to retrieve results due to an error in the email system)

June 26 - "Win a Trip for Two to Sunny Albuquerque" email sent to 2,955 consumer contacts in the Chicago DMA (currently unable to retrieve results due to an error in the email system)

June 26 - "Thank you for your interest in Albuquerque!" email sent to 3,353 NMTD Central New Mexico Sweeps entrants (currently unable to retrieve results due to an error in the email system)

Pay-per-click Advertising:

Main campaign: 8,421 clicks

Website:

Updated FAM Registration and FAM confirmation pages and made the FAM Registration and FAM Updates pages live in the navigation in the meetings section

Updated the meetings homepage

Placed Albuquerque: Your Recipe for Success incentive promos on the meetings homepage and a number of other pages throughout the meetings section

Fly to Sunshine sweepstakes went live on the landing page on June 18th

Item 9C.

MARKETING, COMMUNICATIONS & TOURISM

Marketing, Communications & Tourism Report continued

- Photo Requests: 8
- Videos: Advancing the Destination Year in Review
- Projects:

Gathered and trafficked Smart Meetings eNewsletter materials Updated information and added Albuquerque: Your Recipe for Success incentive to EmpowerMINT

• Collateral/Ad Production:

Albuquerque: Your Recipe for Success incentive ½ page ad Albuquerque: Your Recipe for Success incentive website promos ePro Direct meetings email USA Roller Sports program ad ABQ365 outdoor board Albuquerque and neighborhoods downloadable online map Texas Monthly ½ page Balloon Fiesta ad Fly to Sunshine June email ABQ365 :30 tv spot for Who Rocks NM Arabian Horse Show airport banner

Local Meetings:

- June 5 Attended Chief Eden/ACVB partner meeting Tania & Heather
- June 5 Museum Cooperative Council Meeting, Explora! Kelly
- June 10 ACVB Annual Luncheon
- June 16 Attended NMTD's Breakfast Burrito Byway press conference Tania, Heather & Kelly
- June 17 TANM & NMLA Meeting Tania
- June 18 Social Media Panel Discussion, Garrity Group Kelly
- June 19 Ski NM Board Meeting Tania
- June 19 Partner Meeting with Mr. Hall, DSH Entertainment Kelly
- June 20 Kathleen Manicke from Hyatt Tamaya (at ACVB offices) Heather
- June 24 Chris Goblet from NM Beer Heather
- June 24 DivvyHQ Demo Kelly & Audrey
- June 25 ACT-On Software Demo Kelly
- June 27 Public Art Charette Kelly & Audrey
- June 25 Garrity PR Balloon Fiesta Media meeting Heather & Kelly
- June 26 NMPRSA Heather & Kelly

• Awards:

Submitted Breaking Bad PR award entry for ESTO's Destiny Awards

Totals:	December	November	Uctober	September	August	4111	June Tutu	1	Mav	April	March	reproved	To be so and	January			Center	
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BUSINESS OCCURRING BY CALENDAR YEAR **CONVENTION SALES & SPORTS**

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Item 9C.

FIRST AMENDMENT TO DESTINATION AND MARKETING SERVICES AGREEMENT BETWEEN THE CITY OF BASTROP, TEXAS AND VISIT BASTROP

This Agreement is made as of this 9th day of September, 2019, by and between the City of Bastrop, Texas ("City"), a Texas municipal corporation, and Visit Bastrop ("Visit Bastrop"), a Texas non-profit corporation organized under Chapter 22, Texas Business Organizations Code, acting by and through their authorized representatives.

WHEREAS, the City and Visit Bastrop entered into that certain Destination and Marketing Services Agreement, ("Agreement") on September 12, 2017, for destination and marketing services to be provided by Visit Bastrop; and

WHEREAS, the City of Bastrop City Council and the Visit Bastrop Board of Directors approved minor amendments to the terms of the Agreement on September 9, 2019, as provided herein.

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

That Section II. "Scope of Services", Paragraph 2.3 "Business Plan", (C) "Reporting", Item (i) is amended as follows:

The President's Report shall include sales, marketing and public relations metrics, along with the industries economic update and trends. Format of report shall be at the discretion of Visit Bastrop.

That Section II. "Scope of Services", Paragraph 2.3 "Business Plan", (C) "Reporting", Item (ii) is amended as follows:

> Update presentations quarterly at a regularly scheduled Council meeting, specifically the second Council meeting in January, April, July, and October.

That Section II. "Scope of Services", Paragraph 2.3 "Business Plan", (C) "Reporting", Item (iii) is amended as follows:

> Participate in an annual workshop between City Council and Visit Bastrop Board of Directors to have opportunity to dialog about performance, establish future goals and objectives, and other topics that may be relevant to the components of this contract in July of each year.



4. That Section III. "Compensation to Visit Bastrop", Paragraph 3.2 "Forecasting" is amended as follows:

 Visit Bastrop shall inform and provide input on the establishment of a three-year forecast and the adopted budget appropriation for HOT Revenues.

5. The amendments to the Contract set forth herein shall be effective as of September 9, 2019.

6. In the event any section, subsection, paragraph, sentence, phrase or word herein is held invalid, illegal or unconstitutional, the balance of this Agreement shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

7. This Agreement shall be construed under the laws of the State of Texas. Venue for any action under this Agreement shall be the State District Court of Bastrop County, Texas. This Agreement is performable in Bastrop County, Texas.

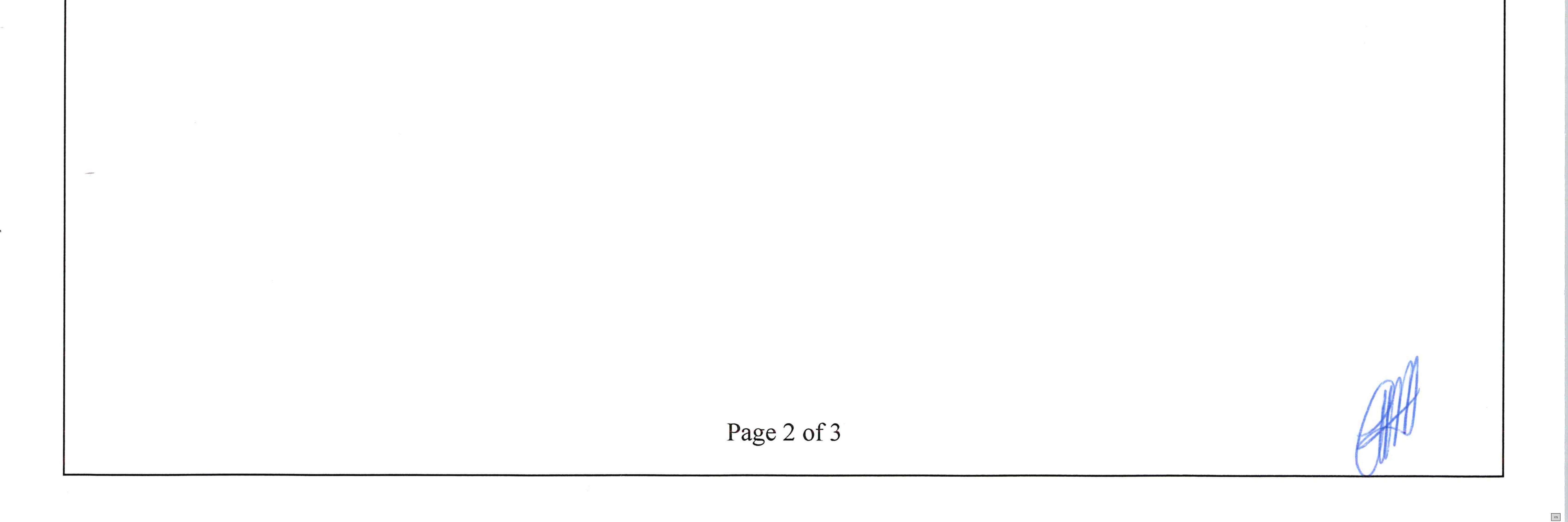
8. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

9. This Agreement amends and supersedes only those specific enumerated

provisions of the Destination and Marketing Services Agreement between the City of Bastrop, Texas and Visit Bastrop, as amended the balance of which remains unaffected by the amendments set fourth herein.

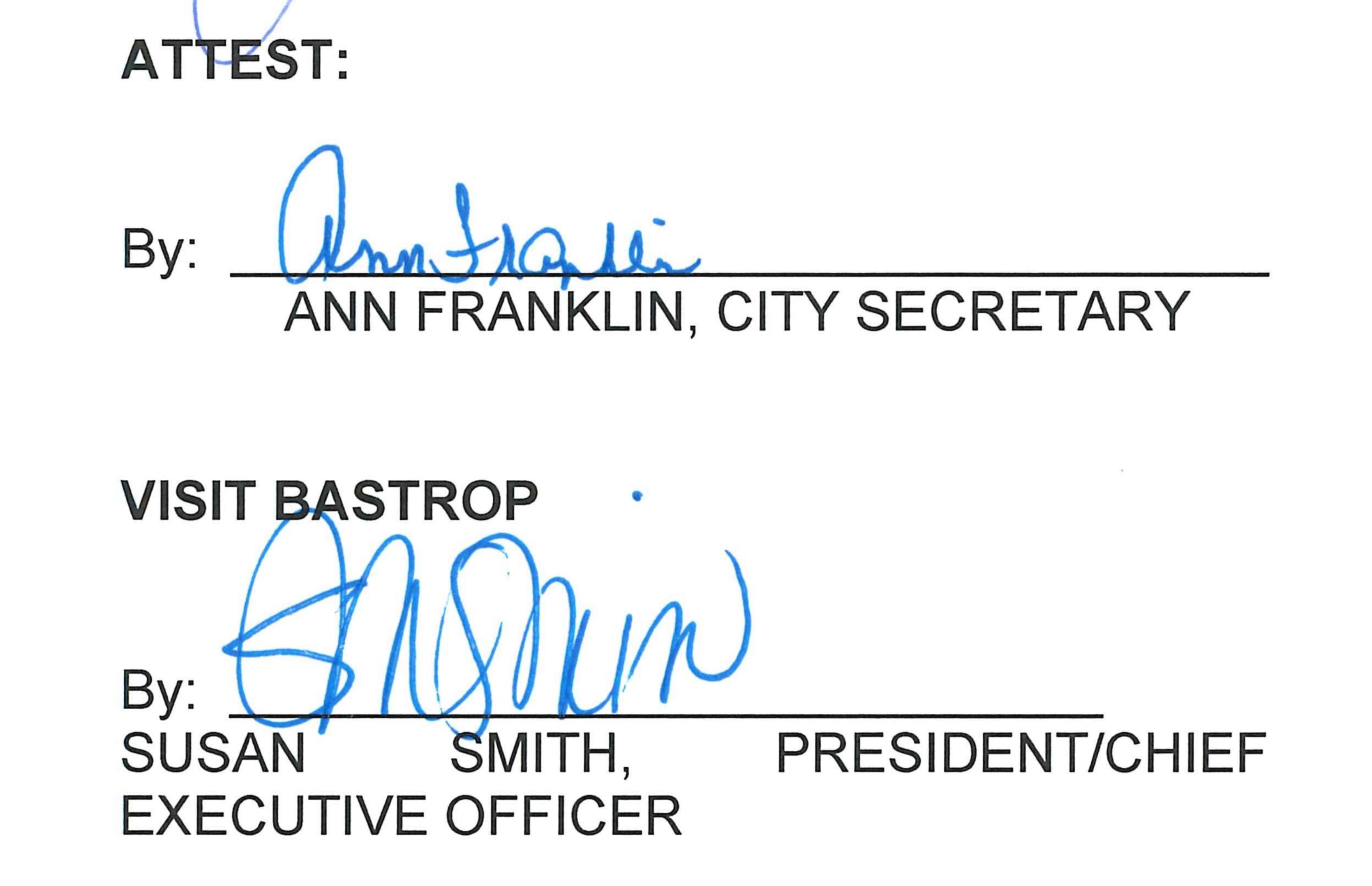
10. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to the matters in this Agreement, and except as otherwise provided herein may not be modified without written agreement of the parties to be attached to and made a part of this Agreement.

11. The Agreement, as heretofore amended, shall continue in full force and effect except as amended herein.



EXECUTED in duplicate originals this the 15th day of January 2020.

By: LYNDA K. HUMBLE, CITY MANAGER



Item 9C.

EXHIBIT A

SECOND AMENDMENT TO DESTINATION AND MARKETING SERVICES AGREEMENT BETWEEN THE CITY OF BASTROP, TEXAS AND VISIT BASTROP

This Agreement is made as of this 10th day of November, 2020, by and between the City of Bastrop, Texas ("City"), a Texas municipal corporation, and Visit Bastrop ("Visit Bastrop"), a Texas non-profit corporation organized under Chapter 22, Texas Business Organizations Code, acting by and through their authorized representatives.

WHEREAS, the City and Visit Bastrop entered into that certain Destination and Marketing Services Agreement, ("Agreement") on September 12, 2017, for destination and marketing services to be provided by Visit Bastrop; and

WHEREAS, the City of Bastrop City Council and the Visit Bastrop Board of Directors approved minor amendments to the terms of the Agreement on September 9, 2019, as provided herein.

WHEREAS, the City of Bastrop City Council and the Visit Bastrop Board of Directors approved a first amendment to the terms of the Agreement on January 15, 2020, as provided herein.

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

1. That Section II. "Scope of Services", Paragraph 2.3 "Business Plan", (A) "Reporting", Sentence number 5 is amended as follows:

In years 2-5 of the contract, *in August of each year*, Visit Bastrop shall prepare a business plan and include a proposed budget that indicates in appropriate detail how the funding to be provided by the City for that fiscal year will be expended. This business plan and proposed budget will be presented publicly *as part of the Joint City Council meeting in August for the upcoming fiscal year.*

2. That Section II. "Scope of Services", Paragraph 2.3 "Business Plan", (C) "Reporting", item (iii) is amended as follows.

Participate in an annual workshop between City Council and Visit Bastrop Board of Directors to have opportunity to dialog about performance and establish future goals and objectives, and other topics that may be relevant to the components of this contract in *August* of each year.

3. The amendments to the Contract set forth herein shall be effective as of November 10, 2020.

4. In the event any section, subsection, paragraph, sentence, phrase or word herein is held invalid, illegal or unconstitutional, the balance of this Agreement shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

5. This Agreement shall be construed under the laws of the State of Texas. Venue for any action under this Agreement shall be the State District Court of Bastrop County, Texas. This Agreement is performable in Bastrop County, Texas.

6. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

7. This Agreement amends and supersedes only those specific enumerated provisions of the Destination and Marketing Services Agreement between the City of Bastrop, Texas and Visit Bastrop, as amended the balance of which remains unaffected by the amendments set forth herein.

8. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to the matters in this Agreement, and except as otherwise provided herein may not be modified without written agreement of the parties to be attached to and made a part of this Agreement.

9. The Agreement, as heretofore amended, shall continue in full force and effect except as amended herein.

EXECUTED in duplicate originals this the 10th day of November 2020.

CITY OF BASTROP, TEXAS

By:

Paul A. Hofmann, City Manager

ATTEST

Bv:

Ann Franklin, City Secretary

VISIT BASTROP By:

Susan Smith, President/Chief Executive Officer

THIRD AMENDMENT TO DESTINATION AND MARKETING SERVICES AGREEMENT BETWEEN THE CITY OF BASTROP, TEXAS, AND VISIT BASTROP

This Agreement is made as of this 29th day of November 2021, by and between the City of Bastrop, Texas ("City"), a Texas municipal corporation, and Visit Bastrop ("Visit Bastrop"), a Texas non-profit corporation organized under Chapter 22, Texas Business Organizations Code, acting by and through their authorized representatives.

WHEREAS, the City and Visit Bastrop entered into that certain Destination and Marketing Services Agreement, ("Agreement") on September 12, 2017, for destination and marketing services to be provided by Visit Bastrop; and

WHEREAS, the City of Bastrop City Council and the Visit Bastrop Board of Directors approved minor amendments to the terms of the Agreement on September 9, 2019; and

WHEREAS, the City of Bastrop City Council and the Visit Bastrop Board of Directors approved a first amendment to the terms of the Agreement on January 15, 2020; and

WHEREAS, the City of Bastrop City Council and the Visit Bastrop Board of Directors approved a second amendment to the terms of the Agreement on November 10, 2020, as provided herein.

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

1. That Section II. "Scope of Services", Paragraph 2.3 "Business Plan", (C) "Reporting", Item (i) is replaced with the following:

- In August of each year, Visit Bastrop shall prepare a business plan and include a
 proposed budget that indicates in appropriate detail how the funding to be provided
 by the City for that fiscal year will be expended. This plan and proposed budget
 will be presented publicly as part of a Joint City Council meeting to be held no later
 than the third Monday in August for the upcoming year.
- In addition, Visit Bastrop shall present to the City Council a Mid-Year Report which shall include a review of the year thus far and plans for the rest of the fiscal year at the second City Council meeting in April or the next available meeting as determined by the City Manager.
- In October of each year, Visit Bastrop shall present an optional end of year presentation to be determined by Council which will present a recap of accomplishments for the previous fiscal year at the second City Council meeting in October or the next available meeting as determined by the City Manager.

2. That Section II. "Scope of Services", Paragraph 2.3 "Business Plan", (C) "Reporting", item (ii) is replaced with the following:

• Provide written quarterly reports to City Council through the City of Bastrop

Quarterly Report. The data, layout, and items reported on shall be decided in conjunction with the City Manager to ensure both parties are confident the reported data will give City Council an accurate snapshot of activities and level of success.

added:

- 3. That Section I. "Term", Paragraph 1.1 "Term", shall have the following clause
 - The term of this Agreement, that commenced on October 1, 2017 between the City
 of Bastrop, a Texas municipal corporation, and Visit Bastrop, a Texas non-profit
 corporation, shall be extended for an additional five (5) years, beginning on
 September 30, 2022 and ending on September 30, 2027, with an extension option
 of up to 5 years from the end of the next Term that can be mutually agreed upon
 prior to the expiration, unless such Agreement is terminated pursuant to Article VII
 of the original contract, as attached here as "Exhibit A".

4. In the event any section, subsection, paragraph, sentence, phrase, or word herein is held invalid, illegal, or unconstitutional, the balance of this Agreement shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

5. This Agreement shall be construed under the laws of the State of Texas. Venue for any action under this Agreement shall be the State District Court of Bastrop County, Texas. This Agreement is performable in Bastrop County, Texas.

6. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

7. This Agreement amends and supersedes only those specific enumerated provisions of the Destination and Marketing Services Agreement between the City of Bastrop, Texas, and Visit Bastrop, as amended the balance of which remains unaffected by the amendments set forth herein.

8. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to the matters in this Agreement, and except as otherwise provided herein may not be modified without written agreement of the parties to be attached to and made a part of this Agreement.

9. The Agreement, as heretofore amended, shall continue in full force and effect except as amended herein.

EXECUTED in duplicate originals this the 12TH day of October 2021.

Item 9C.

CITY OF BASTROP, TEXAS

By: Paul A. Hofmann, City Manager

ATTEST By:

Ann Franklin, City Secretary

VISIT BASTROP

By:

Susan Smith, President/Chief Executive Officer

Visit Bastrop FY 23/24 - Budge	et Template									
			F	Y 23/24	F	Y 22/23	F	Y 21/22	F	Y 20/21
GL Account				Total		Total				
	Revenue									
		Board Approved Reserves	\$	-						
4600 City Contract		City Contract	\$	1,816,000.00	\$	1,355,000.00	\$	717,824.00	\$	859,356.00
4720 Special Event Funding		Hot Special Event Funding	\$	75,000.00	\$	125,000.00	\$	75,000.00	\$	75,000.00
		Total Revenue	\$	1,891,000.00	\$	1,480,000.00	\$	792,824.00	\$	934,356.00
	Expenses									
	Client Developme	nt								
7540 Sales & Client Development		Sales & Client Development	\$	30,000.00	\$	30,000.00	\$	10,000.00	\$	14,579.00
7400 Donation		Donation	\$	4,000.00	\$	4,000.00	\$	1,000.00	\$	1,000.00
7530 Promotional Items		Promotional Giveaway Tradeshow Items	\$	15,000.00	\$	15,000.00	\$	4,000.00	\$	4,000.0
		Total Client Development	\$	49,000.00	\$	49,000.00	\$	15,000.00	\$	19,579.00
	Dues, Membershi	ps, Subscriptions								
8300 Dues & Subscriptions		Texas Hospitality & Lodging Association	\$	450.00	\$	450.00	\$	16,832.00	\$	16,832.0
8300 Dues & Subscriptions		Bastrop Opera House	\$	250.00	\$	250.00				
8300 Dues & Subscriptions		Bastrop Chamber	\$	440.00	\$	1,030.00				
8300 Dues & Subscriptions		Bastrop Museum and Visitor Center	\$	250.00	\$	250.00				
8300 Dues & Subscriptions		Destinations International	\$	3,060.00	\$	3,060.00				
3300 Dues & Subscriptions		DMAP Annual Cert Fee	\$	2,000.00	\$	2,000.00				
		DMA West	\$	1,200.00						
8300 Dues & Subscriptions		D.I. Economic Impact Calculator	\$	3,900.00	\$	3,900.00				
8300 Dues & Subscriptions		Heart of Bastrop Chamber	\$	150.00	\$	150.00				
3300 Dues & Subscriptions		Lost Pines Art Center	\$	75.00	\$	75.00				
8300 Dues & Subscriptions		Meeting Professionals International	\$	600.00	\$	600.00				
8300 Dues & Subscriptions		Texas Assn. of Convention & Visitors Bureaus	\$	1,300.00	\$	1,300.00				
8300 Dues & Subscriptions		Texas Travel Industry Association	\$	3,000.00	\$	3,000.00				
8300 Dues & Subscriptions		US Travel	\$	1,100.00	\$	1,100.00				
8300 Dues & Subscriptions		Misc.	\$	1,000.00	\$	1,000.00				
8300 Dues & Subscriptions		TSAE	\$	1,100.00	\$	1,100.00				
		Total Dues, Memberships, Subscriptions	\$	19,875.00	\$	19,265.00	\$	16,832.00	\$	16,832.0
	Local Meetings/Tr	ansportation								
7850 Board Meetings		Board Meetings	\$	8,000.00	\$	12,000.00	\$	6,000.00	\$	1,500.0
7820 Mileage/Parking		Mileage/Parking	\$	4,000.00	\$	4,000.00	\$	1,000.00	\$	1,000.00

VISIT Bastrop FY 23/24 - Budget Template	o FY 23/24 - Budget Template
--	------------------------------

				FY 23/24	1	FY 22/23	F	Y 21/22	F	Y 20/21
GL Account				Total		Total				
7560 Staff Events		Staff Events	\$	4,500.00	\$	4,500.00	\$	1,000.00	\$	1,000.00
		Total Local Meetings/Transportation	\$	16,500.00	\$	20,500.00	\$	8,000.00	\$	3,500.00
	Marketing									
7300 Advertising		Advertising/PR/MKTG/SV	\$	845,976.00	\$	602,352.07	\$	380,045.19	\$	386,338.00
7500 Tradeshows/Conferences		Destination Southwest	\$	-	\$	-	\$	8,781.81	\$	9,556.00
7500 Tradeshows/Conferences		Southwest Showcase	\$	2,125.00	\$	2,125.00				
7500 Tradeshows/Conferences		TACVB - Sales Blitz	\$	1,500.00	\$	1,500.00				
7310 Research		Research	\$	25,000.00	\$	25,000.00				
		MPI	\$	2,500.00						
		DMA West	\$	2,000.00						
7500 Tradeshows/Conferences		Team Texas	\$	2,000.00	\$	2,000.00				
		Connect Travel	\$	2,000.00						
7500 Tradeshows/Conferences		In the Moment Trade Show	\$	5,000.00	\$	2,500.00				
			\$	888,101.00	\$	635,477.07	\$	388,827.00	\$	395,894.00
	Office Expenses									
8000 Copier/Printing Lease		Copier/Printing Lease	\$	3,000.00	\$	3,000.00	\$	1,272.00	\$	1,272.00
8600 General Office Supplies		Office Supplies	\$	5,000.00	\$	5,000.00	\$	1,000.00	\$	1,000.00
8025 Janitorial		Janitorial	\$	5,000.00	\$	5,000.00	\$	5,000.00	\$	5,000.00
8700 Postage/Freight		Postage/Freight	Ş	5,000.00	\$	5,000.00	\$	5,000.00	\$	3,459.00
8820 Printing		Printing	\$	5,000.00	\$	5,000.00				
8020 Rent & Utilities		Rent	\$	15,282.00	\$	15,282.00	\$	15,282.00	\$	15,282.00
8950 Telephone & Internet		Telephone Service	\$	4,000.00	\$	4,000.00	\$	4,000.00	\$	4,000.00
		Total Office Expenses	\$	42,282.00	\$	42,282.00	\$	31,554.00	\$	30,013.00
	Information Technology									
8100 Computer Equipment - Hardware		Computer Equipment / Hardware	\$	3,000.00	\$	1,500.00	\$	1,500.00	\$	1,500.00
8130 IT - City Support		City of Bastrop IT Support	\$	1,400.00	\$	1,368.00	\$	1,368.00	\$	1,368.00
		Total Information Technology	\$	4,400.00	\$	2,868.00	\$	2,868.00	\$	2,868.00
	Personnel Costs									
8350 Professional Development		Professional Development	\$	15,000.00	\$	30,000.00	\$	10,000.00	\$	12,210.00
6490 Worker's Compensation Insurance		Worker's Compensation Insurance	\$	2,004.00	\$	1,629.57	\$	1,212.00	\$	610.00
6400 Health Insurance		Health Insurance	\$	56,265.00	\$	40,797.20	\$	19,432.08	\$	34,758.01
6060 Incentives/Commission		Incentives/Commission	\$	25,000.00	\$	23,000.00	\$	22,450.08	\$	35,881.00

Visit Bastrop FY 23/24 - Budget Template										
			FY	23/24	1	Y 22/23	F	Y 21/22	F	Y 20/21
GL Account				Total		Total				
6440 Life & Disabilty Insurance	Life Insurance	\$		1,000.00	\$	1,000.00	\$	619.92	\$	672.00
6200 Payroll Taxes	Payroll Taxes	\$		37,397.00	\$	30,405.00	\$	22,616.00	\$	21,242.00
6210 FUTA Taxes	FUTA Taxes	\$		-	\$	-				
6220 SUTA Taxes	SUTA Taxes	\$		1,571.00	\$	1,309.50	\$	1,084.00	\$	1,084.00
6300 Retirement Contribution	Retirement Contributi	on \$		58,565.00	\$	44,467.00	\$	34,234.92	\$	32,204.00
6000 Salaries & Wages	Wages/Salaries	\$	4	488,850.00	\$	428,936.00	\$	295,635.00	\$	277,679.00
	Total Personnel Costs	\$	6	685,652.00	\$	601,544.27	\$	407,284.00	\$	416,340.01
Оре	rational Costs									
8400 Audit Fees	Audit Fees	\$		9,000.00	\$	8,500.00	\$	7,500.00	\$	7,500.00
8420 Bank Fees/Bill.com/PO Box	Bill.com	\$		1,500.00	\$	1,500.00	\$	1,500.00	\$	1,500.00
8250 Depreciation & Amortization	Depreciation & Amort	ization \$		16,200.00	\$	14,400.00	\$	14,400.00	\$	14,400.00
7180 Financial Services	Financial Services	\$		51,000.00	\$	45,000.00	\$	39,045.00	\$	39,045.00
8410 Legal Fees	Legal Fees	\$		5,000.00	\$	20,000.00	\$	1,000.00	\$	1,000.00
9000 Miscelleanous	Miscelleanous	\$		2,000.00	\$	2,000.00	\$	1,000.00	\$	1,450.00
HR	HR	\$		12,000.00	\$	12,000.00				
8500 Office Insurance	Insurance, General Lia	bility, D&O \$		7,490.00	\$	7,000.00	\$	7,000.00	\$	7,000.00
8415 Contract Labor	Contract Labor	\$		5,000.00	\$	1,000.00			\$	1,421.00
8450 Payroll Processing Fees	Payroll/HR Fees	\$		1,000.00	\$	1,014.00	\$	1,014.00	\$	1,014.00
	Total Operational Cos	ts \$	1	110,190.00	\$	112,414.00	\$	72,459.00	\$	74,330.00
Eve	nt Fund (pass through)	\$		75,000.00	\$	125,000.00	\$	75,000.00	\$	75,000.00
тот	AL EXPENSES:	\$	1,8	391,000.00	\$	1,608,350.34	\$	1,017,824.00	\$	1,034,356.01
	Monthly change in net	assets: \$		-	\$	(128,350.34)	\$	(225,000.00)	\$	(100,000.01)

What Cities Need to Know to Administer Municipal Hotel Occupancy Taxes

Abridged Version

Texas Hotel & Lodging Association

REVISED 2018

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Editor's Note

This is the abridged version of THLA's *What Cities Need to Know to Administer Municipal Hotel Occupancy Taxes*. A full version of this article, with information including expanded information on hotel tax collection, tax exemptions, and city-specific rules, is available by contacting THLA at 512-474-2996 or emailing us at <u>news@texaslodging.com</u>.

Authorized Entities

All incorporated Texas municipalities, including general law and home rule cities, may enact a hotel occupancy tax within the city limits.¹ A city with a population of under 35,000 may also adopt the hotel occupancy tax within that city's extraterritorial jurisdiction (ETJ).² Most cities are eligible to adopt a hotel occupancy tax at a rate of up to 7 percent of the price paid for the use of a hotel room.³ Additionally, a city or county may not propose a hotel occupancy tax rate that would result in a combined hotel occupancy tax rate imposed from all sources that would exceed 17 percent of the price paid for the room.⁴ If a city adopts the hotel occupancy tax within its ETJ, the combined state, county, and municipal hotel occupancy tax rate may not exceed 15 percent.⁵ Texas has among the highest combined hotel occupancy tax rates of any major metropolitan areas in the nation, with El Paso at 17 ½ percent, Houston at 17 percent, and San Antonio at 16 ¾ percent.⁶

In addition to local hotel occupancy taxes, all lodging properties operating in Texas are subject to a six percent state hotel occupancy tax.⁷ Governed under Chapter 156 of the Texas Tax Code, the state hotel occupancy tax is administered by the Texas Comptroller. Funds from the state six percent hotel occupancy tax flow directly to the Texas Comptroller's office and are largely used for the general governmental operations of the State. A portion of the state hotel occupancy tax revenue also goes toward funding tourism promotion through Texas's ad campaign. Most Texans know this successful ad campaign by its famous tagline, "Texas, it's like a whole other country."

Collecting the Tax

Under the Texas Tax Code, the following businesses are considered "hotels" and are required to collect hotel occupancy taxes from their guests: "Any building or buildings in which members of the public obtain sleeping accommodations for consideration" for less than 30 days, including a hotel, motel, tourist home, tourist house, tourist court, lodging house, inn, rooming house, or bed and breakfast facilities.⁸ Additionally, a "short-term rental," defined as the rental of all or part of a residential property to a person

¹ Tex. Tax Code Ann. § 351.002(a) (Vernon 2017).

² § 351.0025(a).

³ § 351.003(a).

⁴ Tex. Loc. Gov't Code § 334.254(d). Note that the 17 percent cap does not apply to a city that approved a higher hotel tax through a venue ballot proposition prior to September 1, 2013, such as El Paso.

⁵ § 351.0025(b).

⁶ Source: National Business Travel Association 2009 Survey.

⁷ Tex. Tax Code § 156.051.

⁸ Tex. Tax Code § 156.001(a); 34 Tex. Admin. Code Ann. § 3.161(a)(3) (Vernon 2017).

who is not a permanent resident, is subject to hotel occupancy taxes.⁹ The Texas Administrative Code also includes "manufactured homes, skid mounted bunk houses, residency inns, condominiums, cabins, and cottages within the definition of a "hotel" if the facility is rented for periods of under 30 days.¹⁰ Hospitals, sanitariums, nursing homes, dormitories or other non-hotel housing facilities owned by institutions of higher education, and oilfield portable units do not collect the tax.¹¹ Subject to various exemptions, the hotel tax is imposed on any "person" who pays for the use of a room in a hotel, including corporations, organizations, and other legal entities. The hotel room must cost \$2 or more per day for the local hotel tax to apply, and \$15 or more per day for the state hotel tax to apply.¹²

Meeting rooms versus sleeping rooms:

The rental of sleeping rooms in hotels is subject to both state and local hotel taxes. However, there is a difference in how state and local hotel taxes apply to the rental of hotel meeting rooms. While the rental of sleeping rooms in hotels are subject to both state and local hotel taxes, meeting room rentals are not subject to local hotel occupancy taxes.¹³ The rental of a meeting room or meeting space in a hotel is subject to the state 6 percent hotel occupancy tax, provided the room or space is physically located in a structure that also contains sleeping rooms.¹⁴ For meeting rooms and banquet halls located in a structure that is physically separated from a structure that contains sleeping rooms, neither state nor local hotel occupancy taxes apply to that rental of those meeting rooms or banquet halls, provided rental costs or charges are separately stated from any lodging costs or charges on the guest's invoice or receipt.¹⁵

However, it must be noted that sales tax may apply to the costs associated with the rental of meeting rooms or banquet halls located in a structure that is physically separated from a structure that contains sleeping rooms, if the lodging facility provides food or beverage service that is subject to sales tax.¹⁶ Such sales tax would apply to the meeting room or banquet hall rental costs or charges regardless of whether the food or beverage charges are separately stated on the guest's invoice or receipt.¹⁷

Food and beverage and other hotel charges:

Certain charges assessed by a hotel to a guest are subject to hotel occupancy taxes, while other added charges are subject to state and local sales tax. Common hotel charges usually subject to sales taxes (but generally not subject to hotel occupancy taxes) are banquet service fees, food and beverage fees, movie rentals, dry cleaning/laundry services, internet connection, parking, and portage or bellhop fees.

Hotel charges related to occupancy of a sleeping room or readying a sleeping room for occupancy are usually subject to hotel occupancy taxes only. Common hotel charges subject to hotel occupancy tax are rollaway bed charges, pet charges, smoking fees, room damage fees, room safe charges, and late or early checkout fees.¹⁸ It is important to note that if a hotel offers services as part of a package rate included with lodging, and the price of a specific good or service is not separately stated on a guest's invoice, bill, or folio, the entire package is subject to hotel occupancy taxes.¹⁹

¹⁷ Id.

⁹ Tex. Tax Code § 156.001(c).

¹⁰ Tex. Tax Code § 156.001(a); 34 Tex. Admin. Code Ann. § 3.161(a)(3) (Vernon 2017).

¹¹ Tex. Tax Code § 156.001.

¹² Tex. Tax Code § 156.051(a); § 351.002(a).

¹³ Id.

¹⁴ Tex. Tax Code § 156.051(a); Tex. Comptroller Opinion Letter No. 200103106L, Mar. 9, 2001.

¹⁵ Id.

¹⁶ 34 Tex. Admin. Code Ann. § 3.161(a)(3) (Vernon 2017); Tex. Comptroller Opinion Letter No. 201010556L, Oct, 2010.

¹⁸ THLA maintains a list of most hotel charges and which tax, if any is assessed on a particular charge. This list is available upon request to THLA members.

¹⁹ Tex. Comptroller Opinion Letter No. 200102031L, Feb. 7, 2001.

Additionally, a special rule applies to whether hotel occupancy taxes are imposed on a hotel room rental cancellation fee. A 1989 Texas Comptroller's hearing concluded that hotel taxes are not due on charges to guests who 1) cancel more than 30 days before the schedule stay begins, <u>or</u> 2) when the charge to the guest is less than the reserved room rate.²⁰ This rule applies both to individual reservations and also to group contracts.²¹

Application of local hotel tax rate increases on pre-existing contracts

If a municipality increases its hotel tax rate, the increased tax rate does not apply to a hotel room under a contract that was executed before the date the increased rate takes effect and if the contract provides for payment of the tax at the rate in effect when the contract was executed.²² This statute does not apply if the contract's terms state that the contract is subject to change or modification from a tax rate increase.²³

Exemptions from the Local Tax

Texas law provides certain hotel tax exemptions based on the length of a guest's stay or the guest's affiliation with an exempt organization. Texas law is more permissive for exemptions from the state 6% hotel occupancy tax than it is for local hotel tax exemptions. The state hotel occupancy tax allows for an exemption for the following entities: educational, charitable, and religious entities are often exempt from the state hotel occupancy tax. These entities are *not exempt* from local hotel occupancy taxes.²⁴

Focusing specifically on the local hotel occupancy taxes, there are primarily four categories of exemptions permitted from municipal and county hotel occupancy taxes:

- 1) Federal Employees: Federal employees traveling on official business;
- 2) Diplomats: Foreign diplomats with a tax exempt card issued by the U.S. Department of State;
- 3) **High Ranking State Officials**: A very limited number of state officials with a hotel tax exemption card (e.g. heads of state agencies, state legislators and legislative staff, members of state boards and commissions, and state judges); and
- 4) Permanent Resident/Over 30 Day Stay: Persons or businesses who have agreed in advance to use a hotel room for more than 30 consecutive days (i.e. the "permanent resident" hotel tax exemption).²⁵
- 5) A full version of this article with information including expanded information on tax exemptions is available by contacting THLA.

²⁰ Texas Comptroller's Hearing Decision No. 24,654 (1989).

²¹ Id.

²²Tex. Tax Code § 351.007.

²³ Id.

²⁴ Tex. Tax Code § 156.102.

²⁵ Tex. Tax Code § 156.104.

Penalties for Failure to Report or Collect the Tax

The local hotel occupancy tax statutes provide for specific penalties a city may assess against hotel operators who fail to file the hotel tax collections report, file late or without full payment, or produce false tax returns.²⁶

A full version of this article with information including expanded information on hotel tax penalties is available by contacting THLA.

²⁶ § 351.004.

Use of Local Hotel Occupancy Tax Revenues

There is a two-part test for every expenditure of local hotel occupancy tax.²⁷

Criteria #1: First, every expenditure must DIRECTLY enhance and promote tourism AND the convention and hotel industry.²⁸

Under the Tax Code, every event, program, or facility funded with hotel occupancy tax revenues must be likely to do two things: 1) directly promote tourism; and 2) directly promote the convention and hotel industry.²⁹ "Tourism" is defined under Texas law as guiding or managing individuals who are traveling to a different, city, county, state, or country.³⁰ A "direct" promotion of the convention and hotel industry has been consistently interpreted by the Texas Attorney General as a program, event, or facility likely to cause increased hotel or convention activity.³¹ This activity may result from hotel or convention guests that are already in town and choose to attend the hotel tax funded facility or arts or historical event, or it may result from individuals who come from another city or county to stay in an area lodging property at least in part to attend the hotel tax funded event or facility.

If the funded event or facility is not reasonably likely to directly enhance tourism and the hotel and convention industry, local hotel occupancy tax revenues cannot legally fund it.³² However, it is important to note that events and facilities that do not qualify for hotel occupancy tax funding are often still legally eligible for city funding from most of the other funding sources available to the city (general property tax revenues, general sales tax revenues, franchise fee revenues, etc.). State law is stricter in terms of how the local hotel occupancy tax revenues can be spent.

There is no statutory formula for determining the level of impact an event must have to satisfy the requirement to directly promote tourism and hotel and convention activity.³³ However, communities with successful tourism promotion programs generally award the amount of the hotel occupancy tax by the proportionate impact on tourism and hotel activity incident to the funding request. Entities applying for hotel occupancy tax revenue funding should indicate how they will market the event to attract tourists and hotel guests. If an entity does not adequately market its events to tourists and hotel guests, it is difficult to produce an event or facility that will effectively promote tourism and hotel activity.

A city or delegated entity should also consider whether a funded event will be held in a venue that will likely attract tourists and hotel guests. For example, if an event is held in a local school or community center, it may be less likely to attract tourists than if it is held at a local performing arts venue, museum or civic center. Each community will need to assess whether the facility hosting the function is likely to attract tourists and hotel guests. Similarly, if an event is a community picnic, local parade, educational class, or other similar type of event, it is often not likely to attract tourists and hotel guests, and would likely not be eligible for hotel occupancy tax funding.

- ²⁸ §§ 351.101(b).
- ²⁹ *Id.* ³⁰ § 351.001(6).
- ³¹ See Op. Tex. Att'y Gen. Nos. GA-0124 (2003), JM-690 (1987).
- ³² Id.

^{27 §§ 351.101(}a), (b).

³³ See generally Tex. Tax Code §§ 351.101(a), (b).

Finally, it is a good practice to utilize a hotel tax application form. THLA has a sample hotel occupancy tax application form and a "post event" form that are already in use by many city governments throughout Texas. For a copy of these two forms, simply call THLA at (512) 474-2996, or email THLA at <u>news@texaslodging.com</u>. These forms pose questions of funding applicants such as "Do you have a hotel room block for your events?," and "What do you expect to be the number of room nights sold for this event?" Additionally, the application asks if the entity has negotiated a special hotel price for attendees of their funded event. If the entity does not find the need to reserve a hotel block or negotiate a special hotel activity.

Funded entities can also visit with area hoteliers who, in many cases, can provide feedback on whether any of their hotel guests expressed an interest in attending such events or facilities in the past. Hotel front desk and management staff usually know what local events and facilities were of interest to their guests by notes in their reservation systems, requests for directions, information and transportation to such venues by hotel patrons.

After an applicant's event or program is offered for several years, the applicant should have a reasonable idea as to whether their event or program's attendance includes a number of tourists and hotel guests. For example, some entities track whether guests are staying at local hotels via their guest registry. Other entities measure potential out-of-town attendance from their ticket sales records or other survey information.

It is important to note that Texas law also provides that the hotel occupancy tax may not be used for general revenue purposes or general governmental operations of a municipality.³⁴ It also may not be used to pay for governmental expenses that are not directly related to increasing tourism and hotel and convention activity.³⁵ For example, consider a request to use the hotel occupancy tax to pay for construction of additional lighting, restrooms, roads, sidewalks, or landscaping in a downtown area. These are expenditures for which the city would traditionally use its general revenues. Therefore, such an expenditure would violate the prohibition against using the hotel tax for "general governmental operations of a municipality."³⁶ It is difficult to argue that such improvements to a non-tourism facility would "directly" promote tourism and hotel activity. At best, one could argue the improvements would "indirectly" enhance tourism and hotel activity—which is not sufficient under the clear language of the Tax Code to qualify for funding from the hotel occupancy tax.

³⁴ Tex. Tax Code § 351.101(b); see also Op. Tex. Att'y Gen. Nos. JM-184 (1984), JM-965(1988).

³⁵ Id.

³⁶ Id.

Criteria #2: Every expenditure of the hotel occupancy tax must clearly fit into one of nine statutorily provided categories for expenditure of local hotel occupancy tax revenues.³⁷

The nine categories for expenditure of the hotel occupancy tax are as follows:

1) Funding the establishment, improvement, or maintenance of a convention center or visitor information center.

This category allows expenditures of the hotel tax for the creation, improvement, or upkeep of a convention center or a visitor information center.³⁸ The term "convention center" is defined to include civic centers, auditoriums, exhibition halls, and coliseums that are owned by the city or another governmental entity or that are managed in whole or in part by the city.³⁹ It also includes parking areas in the immediate vicinity of a convention center facility, and certain hotels that are owned by the city or another governmental entity, or that are managed in whole or in part by the city.⁴⁰ It does not include facilities that are not of the same general characteristics as the structures listed above.

Texas law specifies that for a facility to be funded as a convention center, it must be a facility primarily used to host conventions and meetings.⁴¹ "Primarily used" in this context would arguably mean that more than 50 percent of the bookings for the facility are to host conventions or meetings that directly promote tourism and the hotel and convention industry.⁴² In other words, holding local resident meetings in a facility would not count toward qualifying the facility as a convention center, but meetings of individuals from out-of-town who in part stay at hotels would qualify.

Simply naming a facility a convention center or visitor information center does not automatically qualify the facility as a "convention center." The authority to use the hotel occupancy tax for facilities is limited and any such facility must meet the above noted "primary usage" test. For example, general civic buildings such as the city hall, local senior citizen centers or activity centers would not qualify as convention centers that could be funded by hotel tax.

2) Paying the administrative costs for facilitating convention registration.

This provision allows expenditures for administrative costs that are actually incurred for assisting in the registration of convention delegates or attendees.⁴³ This is generally an expenditure for larger cities that hold large conventions, and includes covering the personnel costs and costs of materials for the registration of convention delegates or attendees.

- ³⁹ § 351.001(2).
- 40 Id.

³⁷ Tex. Tax Code § 351.101(a).

³⁸ § 351.101(a)(1).

⁴¹ Id.

⁴² *Id.*; see generally Tex. Tax Code §§ 351.101(a), (b).

⁴³ Tex. Tax Code § 351.101(a)(2).

3) Paying for advertising, solicitations, and promotions that attract tourists and convention delegates to the city or its vicinity.

This provision allows expenditures for solicitations or promotional programs/advertising directly related to attracting tourists and convention delegates to the city or its vicinity.⁴⁴ Such expenditures are traditionally in the form of internet, newspaper, mail, television, or radio ads; or solicitations to promote an event or facility. The advertising or promotion must directly promote the hotel and convention industry.⁴⁵ For example, the Texas Attorney General ruled that the local hotel occupancy tax may not be used for advertising or other economic development initiatives or improvements to attract new businesses or permanent residents to a city.⁴⁶

In certain cases, a city may be able to use the advertising and promotion category to justify covering the costs of advertising an event that will attract tourists and hotel guests, even though the administrative or facility costs for the underlying event would not qualify for hotel tax funding.⁴⁷

4) Expenditures that promote the arts.

This section authorizes the expenditure of local hotel occupancy tax for a variety of art-related programs that also promote tourism and local hotel and convention activity.⁴⁸ Specifically, it allows funding the encouragement, promotion, improvement, and application of the arts including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution and exhibition of these major art forms.⁴⁹ However, it is not enough that a facility or event promotes the arts; Texas law requires that the arts related expenditure also directly promote tourism and the hotel and convention industry.⁵⁰

Section 351.101(a) of the Tax Code specifically states that "the municipal hotel occupancy tax may be used only to promote tourism and the convention and hotel industry." The Texas Attorney General reaffirmed this standard when it held in Opinion GA-0124: "Under section 351.101 of the Tax Code, a municipality may expend its municipal hotel occupancy tax revenue only to promote tourism and the convention and hotel industry, and only for the specific uses listed in the statute."

Additionally, the amount of funding a city allocates to the arts category may be limited by statute. See the "Special Rules" section of this guide

Attorney General opinion on arts facilities

In 2017, the Texas Attorney General issued opinion number KP-0131 regarding whether a city can expend hotel tax revenues for an arts-related facility under the arts category of the Tax Code. This opinion was requested by the City of Lakeway regarding funding the construction of a new performing arts center (referred to as "PAC"), to be owned by the City. The City of Lakeway requested an Attorney General

^{44 § 351.101(}a)(3).

⁴⁵ § 351.101(b).

⁴⁶ Op. Tex. Att'y Gen. No. JM-690 (1987).

⁴⁷ See generally Tex. Tax Code § 351.101(a)(3).

⁴⁸ Tex. Tax Code § 351.101(a)(4).

⁴⁹ Id.

⁵⁰ § 351.101(b).

opinion on whether the City may legally use hotel occupancy tax revenue to pay for 1) a feasibility study for the PAC, and 2) the construction, operation, and maintenance of the PAC.

In Opinion KP-0131, the Attorney General took a strict position on using local hotel tax revenue for an arts facility. The opinion states that the phrase, "promotion of the arts," in the state statute does not expressly authorize the use of municipal hotel tax revenues for the construction of arts facilities. The opinion continues, "construction costs of theater facilities, considered alone, are not within the scope" of the arts category of hotel occupancy tax expenditures.⁵¹ Based on this reasoning, it seems that the Texas Attorney General holds that funding of a physical structure with local hotel tax revenue must be coupled with some other authorized category of hotel tax expenditures aside from "promotion of the arts" alone.

5) Funding historical restoration or preservation programs.

A city may spend a portion of its hotel occupancy tax revenues to enhance historical restoration and preservation projects or activities, or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums that are likely to attract tourists and hotel guests.⁵² Texas law does not limit such funding to structures that are owned by a public or nonprofit entity, or to whether the project is listed on a historic registry, but the city may choose to impose such limitations.

It is not enough that a project or activity event merely be historical in nature; Texas law requires that the historical related expenditure also directly promote tourism and the hotel and convention industry.⁵³ Section 351.101(a) of the Tax Code specifically states that "the municipal hotel occupancy tax may be used only to promote tourism and the convention and hotel industry." The Attorney General in Opinion GA-0124 (2003) reaffirmed this standard when it held: "Under section 351.101 of the Tax Code, a municipality may expend its municipal hotel occupancy tax revenue "only to promote tourism and the convention and hotel industry" and only for the specific uses listed in the statute."

Additionally, the amount of funding a city allocates to the historical programs category may be limited by statute. See the "Special Rules" section of this guide, starting on page 24.

6) Funding certain expenses, including promotional expenses, directly related to a sporting event within counties with a population of under 1 million.

This section authorizes a municipality located in a county with a population of under 1 million to use local hotel occupancy tax revenue to fund certain expenses, including promotional expenses, directly related to a sporting event.⁵⁴ To qualify under this authorization, the sporting event must be one that would "substantially increase economic activity at hotels and motels within the city or its vicinity."⁵⁵ The statutory authorization also requires that a majority of the participants in the sporting event also be tourists to the area.⁵⁶

⁵¹ Op. Tex. Att'y Gen. No. KP-0131 (2017).

⁵² § 351.101(a)(5).

⁵³ § 351.101(b).

⁵⁴ § 351.101(a)(6).

⁵⁵ Id.

This category is intended to allow communities to fund the event costs for sporting tournaments that result in substantial hotel activity. For example, if a city had to pay an application fee to seek a particular sporting event or tournament, if could use hotel tax for such an expenditure if the sporting event would substantially increase economic activity at hotels and the city was within a county of under one million population. The requirement that a majority of the participants must be "tourists" is included in the statuary authority to prohibit the use of local hotel tax for sporting related facilities or events that are purely local (e.g.; local recreation centers, local little league and parks events, intramural sports, etc.).

7) Funding the enhancement or upgrading of existing sports facilities or sports fields for certain municipalities.

Certain statutorily bracketed cities may use local hotel occupancy tax to enhance and upgrade existing sports facilities owned by the municipality.⁵⁷ The municipality must own the sporting facility, and the municipality must meet applicable population requirements. A full version of this article, with information including which cities are eligible for this category, is available by contacting THLA.

Texas law further requires that before local hotel tax to be used for this purpose, the sports facilities and fields must have been used a combined total of more than 10 times for district, state, regional, or national sports tournaments in the preceding calendar year.⁵⁸

If hotel tax revenues are spent on enhancing or upgrading a sports facility, the municipality must also determine the amount of "area hotel revenue" generated by hotel activity from sports events held at the hotel tax funded facility for five years after the upgrades to the sport facility are completed.⁵⁹ The area hotel revenues that were generated from sports events at the hotel tax funded facility over that five year period must at least equal the amount of hotel tax that was spent to upgrade the sports facility.⁶⁰ If the amount of hotel tax that was spent on the facility upgrades exceeds hotel revenue attributable to events held at that facility over that five year period, the municipality must reimburse the hotel occupancy tax revenue fund any such difference from the municipality's general fund.⁶¹

For example, if a city spent \$400,000 on improvements to its soccer fields, it would have to show at least \$400,000 in area hotel revenue directly attributable to events held at that soccer field over the five year period after the soccer field improvements were completed. If the city could only show \$300,000 in hotel industry revenue due to events held at that soccer field, the city would have to reimburse the city hotel tax with the \$100,000 difference from the city's general fund.

8) Funding transportation systems for tourists

Often with conventions and large meetings, there is a need to transport the attendees to different tourism venues. In 2007, the Texas Legislature authorized the use of city hotel tax for any sized city to cover the costs for transporting tourists from hotels to and near the city to any of the following destinations:

⁵⁷ § 351.101(a)(7).

⁵⁸ Tex. Tax Code §§ 351.101(a)(7), 351.1076.

⁵⁹ Id.

⁶⁰ Id.

⁶¹ Id.

- \succ the commercial center of the city;
- a convention center in the city;
- > other hotels in or near the city; and
- tourist attractions in or near the city.⁶²

The reimbursed transportation system must be owned and operated by the city, or privately owned and operated but financed in part by the city.⁶³ For example, this authority could be used to cover the costs of a city to finance certain private shuttles to operate between the convention center and area hotels and attractions for a large city-wide convention. The law specifically prohibits the use of the local hotel tax to cover the costs for a transportation system that serves the general public.⁶⁴

9) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality.

In 2009, the Texas Legislature added a statutory category that allows cities to use municipal hotel occupancy tax revenue to pay for signage directing tourists to sights and attractions frequently visited by hotel guests in the municipality.⁶⁵ Arguably, this type of expenditure was permissible as "advertising and promotion" prior to this 2009 legislation. However, the Legislature codified this understanding to officially include signage directing tourists to sights and attractions that are frequently visited by hotel guests.⁶⁶

⁶² § 351.110(a).

⁶³ § 351.110(b).

⁶⁴ § 351.110(c). ⁶⁵ § 351.101(a)(9).

⁶⁶ Id.

Administering Hotel Occupancy Tax Revenue Expenditures

City reporting of information to the Texas Comptroller

In 2017, the Texas Legislature passed a statute to require Texas cities to annually report hotel tax rate and spending information the State Comptroller. Specifically, the statute requires the city to report: 1) its municipal hotel tax rate, 2) any applicable venue tax rate, 3) the amount of hotel tax revenue collected for the preceding fiscal year, and 4) the amount and percentage of funds spent on each major category under state law.

The Comptroller will adopt rules to administer this new statute in the second half of 2017. These new rules will include a form for cities to complete when providing the information to the State.

Duty of funded entities to provide a list of activities.

All entities (including the city itself) that are directly or indirectly funded by the local hotel occupancy tax are annually required to provide a list of the scheduled activities, programs, or events that will directly enhance and promote tourism and the convention and hotel industry.⁶⁷ This list is to be provided annually to the city secretary or his/her designee prior to the expenditure of the hotel occupancy tax funding by the funded entity.⁶⁸ An entity may add items to this list at any time, and each city decides the format for providing this information. This documentation requirement does not apply if the entity already provides written information to the city indicating which scheduled activities or events that it offers that directly enhance and promote tourism and the convention and hotel industry. For example, cities that require quarterly or annual reports on the use of hotel tax by hotel tax funded entities would satisfy this requirement if their report addresses the extent to which their events directly promote tourism and hotel activity.⁶⁹

It is important to remember that if an entity does not have any such events or programs reasonably expected to directly promote tourism and the hotel and convention industry, it is not eligible for local hotel occupancy tax funding.⁷⁰ If only a portion of an entity's programs fit these criteria, then only a proportionate amount of that entity's costs should be covered by the local hotel occupancy tax.⁷¹

Delegating management of funded activities.

The governing body of a city may delegate the management or supervision of programs funded by the hotel occupancy tax by written contract.⁷² This delegation may be made to a person, another governmental entity, or to a private organization.⁷³ This delegation is often made to a local arts council, a chamber of commerce, or to the convention and visitors bureau. The municipality shall approve the entity's annual budget prior to delegating the management or supervision of hotel tax funded programs.⁷⁴ Furthermore, the municipality shall require the delegated entity to make periodic reports, at least

- ⁶⁸ *Id.;* § 351.108(d).
- ⁶⁹ § 351.108(g).
- ⁷⁰ § 351.101(b). ⁷¹ § 351.101(e).
- ⁷² § 351.101(c).
- ⁷³ Id.

⁶⁷ § 351.108(b).

quarterly, listing the hotel occupancy tax expenditures made by the delegated entity.⁷⁵ Additionally, the Code requires that the contracted entity maintain complete and accurate financial records for every expenditure of hotel occupancy tax revenue, and upon the request of the municipality or another person, make the records available for inspection and review.⁷⁶

An entity with delegated authority to manage hotel tax funded programs undertakes a fiduciary duty with respect to the use of the tax revenue.⁷⁷ Such entities are also required to maintain the city hotel occupancy tax revenue in a separate bank account that may not be commingled with any other account or funds.⁷⁸ The Tax Code does not contain similar prohibitions against commingling the funds for individual organizations, such as an arts or historical group that receives hotel tax funding for their individual program, but do not themselves oversee hotel tax funding to other entities.

Use of hotel occupancy tax revenues to cover administrative expenses.

Texas law allows proceeds of the municipal hotel occupancy tax to be used to cover the portion of administrative costs that are directly attributable to work on activities that may be funded by the tax.⁷⁹ For example, entities that manage activities funded by the hotel occupancy tax may spend some of the tax for certain day-to-day operational expenses.⁸⁰ These expenses may include supplies, salaries, office rental, travel expenses, and other administrative costs.⁸¹ However, these costs may be reimbursed only if the expenses are incurred in the promotion and servicing of expenditures authorized under the hotel occupancy tax laws.⁸² The portion of the administrative costs that are covered should not exceed the percentage of the cost that is attributable to the activity funded by the hotel occupancy tax.⁸³ For example, administrators who spend 33 percent of their time overseeing hotel occupancy tax funded programs should seek funding for no more than 33 percent of their salary or 33 percent of other related overhead costs. Additionally, hotel occupancy tax revenues may be spent on travel that is directly related to the performance of the person's job in an efficient and professional manner.⁸⁴ This travel should facilitate the acquisition of skills and knowledge that will promote tourism and the convention and hotel industry.⁸⁵

⁷⁵ *Id.*⁷⁶ § 351.101(d).
⁷⁷ § 351.101(c).
⁷⁸ *Id.*⁷⁹ § 351.101(e).
⁸⁰ *Id.*⁸¹ *Id.*⁸² *Id.*⁸³ *Id.*⁸⁴ § 351.101(f).
⁸⁵ *Id.*

Special Rules for Selected Municipalities

The Texas Tax Code provides additional rules for certain Texas cities based on the city's population bracket. The Texas Tax Code provides additional rules for certain Texas cities based on the city's population brackets. A full version of this article with information on city-specific rules is available by contacting THLA.

Additional Information

If a city or funded entity has additional questions about the administration or use of the hotel occupancy tax, it is welcome to contact the Texas Hotel & Lodging Association for assistance by phone at (512) 474-2996 or by email at <u>news@texaslodging.com</u>. THLA has sample documents available to assist in administering hotel taxes, such as funding grant application forms, post event forms, and tax collection guidelines.

Texas city officials can also make inquiries to the legal staff of the Texas Municipal League at (512) 231-7400.



STAFF REPORT

MEETING DATE: September 12, 2023

TITLE:

Hold public hearing and consider action to approve the first reading of Ordinance No. 2023-33 of the City Council of the City of Bastrop, Texas adopting a budget for the Fiscal Year 2023-2024 (October 1, 2023 through September 30, 2024) attached as Exhibit A; making certain appropriations; and providing that expenditures for said Fiscal Year be made in accordance with said budget; updating the Master Fee Schedule; providing a distribution; severability; repealer; an effective date; proper notice and meeting; and move to include on the September 19, 2023 agenda for a second reading.

AGENDA ITEM SUBMITTED BY:

Submitted by: Sylvia Carrillo, City Manager and Laura Allen, Senior Accountant

BACKGROUND/HISTORY:

The City Council held a budget planning sessions on April 19th and May 12, 2023, to discuss Council priorities going into FY2024 budget preparation. At this planning session, the City Manager was seeking feedback from City Council on prioritizing these items. This feedback was used to prepare the Proposed FY2024 Budget.

The City Manager presented the Proposed Budget for FY2024 on July 25, 2023. The City Council held Budget Workshops on August 15 and 16, 2023, to go over the budget in more detail and ask any questions of the City Manager and Chief Financial Officer.

Council reached consensus on changes to the proposed budget during the August 17 workshop:

- Community Support funding Changes were made to funding levels for several organizations. These changes increased the proposed budget by \$8,000.
- Set aside \$25,000 to fund 1099 help as needed.
- Police total hours error increasing the patrol budget by \$73,000.

All changes and recommendations have been incorporated into this final version.

Detail changes to the All-Funds Summary since the proposed budget are as follows:

REVENUE	\$ change	Notes
Total Revenue as of 7/25/2023	\$74,426,322	
General Debt Service Ad Valorem Taxes	\$64,568	Final certified role calculation
Total Changes	\$64,568	
Total Revenue 9/12/2023 FINAL	\$74,490,890	

EXPENDITURES	\$ change	Notes
Total Expenditures as of 7/25/2023	\$121,812,103	
Community Support Funding	\$8,000	Per August 16 Council Mtg
1099 Professional Services	\$25,000	Per August 16 workshop
Police Patrol hourly adjustment for Holidays	\$71,090	Added after review
Total Changes	\$106,000	
Total Expenditures 9/12/2023 FINAL	\$121,916,193	

Section 6.05 of the City Charter states: "After public hearing, the Council shall analyze the budget, making any additions or deletions considered appropriate, and shall, at least three (3) days prior to the beginning of the fiscal year, adopt the budget by a favorable vote."

Since the Charter requires two readings for an Ordinance to be effective, the second reading of this Ordinance adopting the budget for FY 2023-2024 will be on September 19, 2023, at the regular scheduled Council meeting.

FISCAL IMPACT:

All funds

RECOMMENDATION:

Staff recommends approval of the first reading of Ordinance No. 2023-33 of the City Council of the City of Bastrop, Texas adopting a budget for the Fiscal Year 2023-2024 (October 1, 2023 through September 30, 2024) attached as Exhibit A; making certain appropriations; and providing that expenditures for said Fiscal Year be made in accordance with said budget; updating the Master Fee Schedule; providing a distribution; severability; repealer; an effective date; proper notice and meeting; and move to include on the September 19, 2023 agenda for a second reading.

ATTACHMENTS:

- Ordinance No. 2023-33
- Exhibit A Annual Budget for FY2023-2024

ORDINANCE NO. 2023-33

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, ADOPTING A BUDGET FOR THE FISCAL YEAR 2023-2024 (OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024), ATTACHED AS EXHIBIT A; MAKING CERTAIN APPROPRIATIONS; AND PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR BE MADE IN ACCORDANCE WITH SAID BUDGET; UPDATING THE MASTER FEE SCHEDULE; PROVIDING A DISTRIBUTION; SEVERABILITY; REPEALER; AN EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, the City Manager and staff have prepared and filed with the City Secretary a proposed budget for the operation of the City during Fiscal Year 2023-2024; and

WHEREAS, the City Manager of the City of Bastrop has submitted to the Mayor and City Council a proposed budget of the revenues and expenditures/expenses of conducting the affairs of said City and providing a complete Financial Plan for Fiscal Year beginning October 1, 2023, and ending September 30, 2024; and

WHEREAS, the City Council on September 12, 2023, conducted a public hearing to receive input from citizens of the City concerning the content of the budget, and for which notice were duly posted in a newspaper of general circulation in the county in which the municipality is located; and

WHEREAS, the City has acknowledged that this budget will raise more total property taxes than last year's budget by \$594,389 or 8.08%, and of that amount \$353,885 is tax revenue to be raised from new property added to the tax roll this year; and

WHEREAS, the City Council having considered the proposed budget and minor changes, at length, and having provided input in its preparation, has determined that the proposed budget and the revenues and expenditures contained therein are in the best interest of the City and, therefore, the City Council desires to approve and adopt the budget by formal action; and

WHEREAS, pursuant to the statutory authority granted by the City of Bastrop Home Rule Charter, Section 6.06, this budget shall constitute the official appropriations of proposed expenditures for the Fiscal Year 2023-2024 and shall constitute the basis of the official levy of the property tax as the amount of tax to be assessed and collected for that tax year; and

WHEREAS, the City Council is authorized to adopt the proposed budget pursuant to the statutory authority granted by Texas Local Government Code Chapter 102.

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

Section 1. Budget Adopted: The proposed budget for the fiscal year beginning October 1, 2023 and ending September 30, 2024, as submitted to the City Council by the City Manager, attached hereto as Exhibit "A," for all purposes is hereby approved and adopted as the City's budget of all revenue and expenditures/expenses of the City of Bastrop, Texas for Fiscal Year 2023-2024.

Section 2. Appropriation: The sum of one hundred and twenty-one million, nine hundred and sixteen thousand, one hundred ninety-three U.S. Dollars (\$121,916,193) is hereby appropriated for the City's FY2023-2024 Budget. Further, these funds are for payment of operating, capital, and debt service expenses associated with the operation and administration of the City, according to the various purposes and intents described in the FY 2023-2024 budget document.

Section 3. Distribution: Upon final approval, the budget adopted by this Ordinance shall be filed with the Office of the City Secretary and posted on the City's website in accordance with Texas Local Government Code Chapter 102. The budget shall also be printed, or otherwise reproduced, and sufficient copies shall be made available for the use of all offices and agencies and for the use of interested persons and civic organizations in accordance with City of Bastrop Home Rule Charter Section 6.09.

Section 4. Fee Schedule: This Ordinance establishes the administrative fees the City is authorized to impose and collect for providing certain services or processing certain requests for approval. Other specific fees may be imposed by other ordinances of the City or state law. The absence of any certain fee from the Master Fee Schedule, Appendix A of the City of Bastrop Code of Ordinances, shall not be interpreted to preclude assessment and collection of that fee by the City.

Section 5. Severability: Should any paragraph, sentence, provision, clause, phrase, or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance, as a whole, or any part or provision thereof, other than the part or parts adjudged to be invalid, illegal, or unconstitutional.

Section 6. Repealer: All other ordinances and provisions in conflict herewith are hereby repealed, but only to the extent of any such conflict or inconsistency and all other provisions of the Code of Ordinances not in conflict herewith shall remain in full force and effect. The repeal of any ordinance or parts thereof by the enactment of this Ordinance, shall not be construed as abandoning any action now pending under or by virtue of such ordinance; nor shall it have the effect of discontinuing, abating, modifying, or altering any penalty accruing or to accrue, nor as affecting any rights of the City of Bastrop under any section or provision of any ordinances at the time of passage of this Ordinance.

Section 7. Effective Date: This Ordinance shall be in full force and effect from and after its date of adoption by the City Council and publication of its caption as the law and the City of Bastrop's Charter provide in such cases.

Section 8. Open Meeting: It is hereby officially found and determined that the meeting at which this Ordinance was passed was conducted in compliance with the Open Meetings Act, Texas Government Code, Chapter 551, as may have been modified by any applicable emergency orders.

CONSIDERED and APPROVED on First Reading on the 12th day of September 2023, by the following motion:

"I MOVE THAT THE CITY COUNCIL ADOPT THE BUDGET AS PRESENTED."

Mayor Pro Tem John Kirkland	YEA	NAY	ABSTAIN	ABSENT
Council Member Cynthia Meyer	YEA	NAY	ABSTAIN	ABSENT
Council Member Cheryl Lee	YEA	NAY	ABSTAIN	_ABSENT
Council Member Jimmy Crouch	YEA	NAY	ABSTAIN	_ABSENT
Council Member Kevin Plunkett	YEA	NAY	ABSTAIN	ABSENT

CONSIDERED and ADOPTED on Second Reading on the 19nd day of September 2023, by the following motion:

"I MOVE THAT THE CITY COUNCIL ADOPT THE BUDGET AS PRESENTED."

Mayor Pro Tem John Kirkland	YEA	NAY	ABSTAIN	ABSENT
Council Member Cynthia Meyer	YEA	NAY	ABSTAIN	ABSENT
Council Member Cheryl Lee	YEA	NAY	ABSTAIN	ABSENT
Council Member Jimmy Crouch	YEA	NAY	ABSTAIN	ABSENT
Council Member Kevin Plunkett	YEA	NAY	ABSTAIN	ABSENT

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



STAFF REPORT

Item 9E.

MEETING DATE: September 12, 2023

TITLE:

Hold public hearing and consider action to approve the first reading of Ordinance No. 2023-34 of the City Council of the City of Bastrop, Texas, adopting the tax roll, adopting the tax rate, and levying ad valorem taxes for the Fiscal Year 2023-2024 to provide revenue for the payment of budgeted municipal expenditures; and providing for tax assessment; records; severability; an effective date; and proper notice and meeting.

AGENDA ITEM SUBMITTED BY:

Submitted by: Sylvia Carrillo, City Manager and Laura Allen, Senior Accouttant

BACKGROUND/HISTORY:

The City Council held a Budget Planning Workshop on April 19th and May 12, 2023, to discuss budget challenges and needs of the community.

The City Manager presented the proposed budget for FY2023-2024 on July 25, 2023. The City Council held Budget Workshops on August 15 and 16, 2023, to go over certain details regarding the proposed budget and solicit feedback from City Council.

Ad valorem taxes are made up of two components: (1) operations and maintenance (O&M); (2) interest and sinking fund (I&S). The proposed budget was prepared with an O&M rate of \$0.3032 and an I&S rate of \$0.1962 for a total tax rate of \$0.4994 per \$100 of taxable value. The final budget is prepared with an O&M rate of \$0.3032 and an I&S rate of \$0.1962 for a total tax rate of \$0.4994 per \$100 of taxable value.

Adoption of the tax rate is an important part of the budget process. Adoption of the tax rate per state law must be a separate item on the agenda and occurs after the adoption of the budget.

The State of Texas truth in taxation law requires that the City Council conduct a public hearing on its proposed ad valorem tax rate each year if such rate exceeds the voter-approval tax rate or nonew-revenue tax rate, whichever is lower. The no-new-revenue tax rate and the voter-approval tax rate have been calculated and the Notice of Proposed Tax Rate has been published in the local newspaper and on the City's website and Public Access Channel as required by law. The following table illustrates the proposed tax rate, the voter-approval tax rate, and the no-new-revenue tax rates appropriately split between the I&S and the O&M. The proposed tax rate to be considered is \$0.4994 which is more than the no-new-revenue tax rate.

	-		TAX RATE	_	_	
Fiscal Year	Property Tax Rate	No-New- Revenue Tax Rate	No-New- Revenue M&O Tax Rate	Proposed M&O Tax Rate	Voter- Approval Tax Rate	Debt Rate
2023-2024	0.4994	0.4832	0.2985	0.3032	0.5051	0.1962
2022-2023	0.5128	0.4887	0.3166	0.3166	0.5238	0.1962

FISCAL IMPACT:

This item is the annual ad valorem tax assessment for FY 2023-2024.

RECOMMENDATION:

Consider action to adopt the ad valorem tax rate. Tax Code requires that the motion be read as follows:

"I MOVE THAT THE PROPERTY TAX RATE BE INCREASED BY THE ADOPTION OF A TAX RATE OF \$0.4994 PER \$100 VALUATION, WHICH IS EFFECTIVELY A 1.6 PERCENT INCREASE IN THE TAX RATE."

ATTACHMENTS:

Ordinance No. 2023-34

ORDINANCE NO. 2023-34

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, ADOPTING THE TAX ROLL, ADOPTING THE TAX RATE, AND LEVYING AD VALOREM TAXES FOR THE FISCAL YEAR 2023-2024 TO PROVIDE REVENUE FOR THE PAYMENT OF BUDGETED MUNICIPAL EXPENDITURES; AND PROVIDING FOR TAX ASSESSMENT; RECORDS; SEVERABILITY; AN EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, the City Council of Bastrop, Texas has on this date, by way of separate Ordinance, duly approved and adopted a Budget for the operation for the City for Fiscal Year 2023-2024 (FY 2023-2024); and

WHEREAS, the aforesaid Ordinance anticipates and requires the levy of an ad valorem tax on all taxable property in the City of Bastrop; and

WHEREAS, the Chief Appraiser of the Bastrop Central Appraisal District has prepared and certified the appraisal roll for the City of Bastrop, Texas, that roll being that portion of the approved appraisal roll of the Bastrop Central Appraisal District which lists property taxable by the City of Bastrop, Texas; and

WHEREAS, the Tax Assessor and Collector of Bastrop County has reviewed the statutory calculations performed by the Chief Financial Officer, the employee designated by the governing body, required by Section 26.04 of the Texas Tax Code. The Chief Financial Officer has published the *no new revenue tax rate*, the *voter approval tax rate*, and an explanation of how they were calculated, and has fulfilled all other requirements for publication as required in Chapter 26 of the Texas Tax Code, in a manner designed to come to the attention of all residents of the City of Bastrop, and those rates have been submitted to the City Council; and

WHEREAS, the City Council has complied with all applicable requirements of the Texas Tax Code and the Texas Local Government Code prior to the setting of the tax rate for said City for the fiscal year beginning on October 1, 2023, and ending on September 30, 2024 (i.e., FY 2023-2024)' and

WHEREAS, it is necessary to levy such an ad valorem tax at a given rate to generate revenues sufficient to meet the projected expenses of the City for FY 2023-2024.

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

Section 1. Tax Roll: The tax roll presented to the City Council, together with any supplements thereto, is hereby accepted and approved.

Section 2. Adoption of Tax Rate: The tax rate of the City of Bastrop, Texas for the tax year FY 2023-2024 shall be, and is hereby set at <u>\$0.4994</u> on each one hundred dollars (\$100) of the taxable value of real and personal property not exempt from taxation by the Constitution and laws of this State situated within the corporate limits of the City of Bastrop.

Section 3. Tax Levy: There is hereby levied for the FY 2023-2024 upon all real property situated within the corporate limits of the City of Bastrop, Texas, and upon all personal property that was owned within the corporate limits of the City of Bastrop, Texas, on January 1, 2023, except so much thereof as may be exempt by the Constitution or laws of the State of Texas, a total tax of <u>\$0.4994</u> on each \$100 of assessed valuation on all taxable property, which total tax herein so levied shall consist and be comprised of the following components:

a) **General Fund**. An ad valorem tax rate of \$0.3032 on each \$100 of assessed valuation of all taxable property is hereby levied for general municipal purposes and to pay the current operating expenses of the City of Bastrop, Texas, for the Fiscal Year ending September 30, 2024, which tax, when collected shall be appropriated to and for the credit of the General Fund of the City of Bastrop, Texas.

b) **General Debt Service Fund**: An ad valorem tax rate of \$0.1962 on each \$100 of assessed valuation of all taxable property is hereby levied for the purpose of creating an Interest and Sinking Fund with which to pay the interest and principal of the valid bonded indebtedness, and related fees of the City of Bastrop, now outstanding and such tax, when collected, shall be appropriated and deposited in and to the credit of the General Debt Service Fund of the City of Bastrop, Texas, for the fiscal year ending September 30, 2024.

Section 4. Texas Tax Code Statement: In accordance with Section 26.05 of the Texas Tax Code, the City Council hereby states that:

THE TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEARS TAX RATE.

Section 5. Assessment and Lien: The Bastrop County Tax Assessor Collector is hereby authorized to assess and collect the taxes of said City employing the above tax rate. All taxes shall become a lien upon the property against which assessed, and the Bastrop County Tax Assessor Collector for and on behalf of the City of Bastrop shall by virtue of the tax rolls, fix and establish a lien by levying upon such property, whether real or personal, for the payment of said taxes, penalty and interest; and the penalty and interest collected from such delinquent taxes shall be appropriated for the general fund of the City of Bastrop.

Section 6. Expenditures and General Fund: Revenue collected pursuant to this Ordinance shall be expended as set forth in the City of Bastrop's FY 2023 - 2024 Annual Budget, as may be amended, and all revenue collected that is not specifically appropriated shall be deposited in the General Fund.

Section 7. Records: The City of Bastrop shall keep accurate and complete records of all monies collected under this Ordinance and the purposes for which same are expended.

Section 8. Severability: Should any paragraph, sentence, provision, clause, phrase, or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance, as a whole, or any part or provision thereof, other than the part or parts adjudged to be invalid, illegal, or unconstitutional.

Section 7. Repealer: All other ordinances and provisions in conflict herewith are hereby repealed, but only to the extent of any such conflict or inconsistency and all other provisions of the Code of Ordinances not in conflict herewith shall remain in full force and effect.

The repeal of any ordinance or parts thereof by the enactment of this Ordinance, shall not be construed as abandoning any action now pending under or by virtue of such ordinance; nor shall it have the effect of discontinuing, abating, modifying, or altering any penalty accruing or to accrue, nor as affecting any rights of the City of Bastrop under any section or provision of any ordinances at the time of passage of this Ordinance.

Section 9. Effective Date: This Ordinance shall be in full force and effect from and after its date of adoption by the City Council and publication of its caption as the law and the City of Bastrop's Charter provide in such cases.

Section 10. Open Meeting: It is hereby officially found and determined that the meeting at which this Ordinance was passed was conducted in compliance with the Open Meetings Act, Texas Government Code, Chapter 551, as may have been modified by any applicable emergency orders.

CONSIDERED and APPROVED on First Reading on the 12th day of September 2023, by the following motion:

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Council Member Cynthia Meyer	YEA	NAY	ABSTAIN	ABSENT
Council Member Cheryl Lee	YEA	NAY	ABSTAIN	ABSENT
Council Member Jimmy Crouch	YEA	NAY	ABSTAIN	ABSENT
Council Member Kevin Plunkett	YEA	NAY	ABSTAIN	ABSENT

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Council Member Jimmy Crouch	YEA	NAY	ABSTAIN	ABSENT
Council Member Kevin Plunkett	YEA	NAY	ABSTAIN	ABSENT

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



STAFF REPORT

MEETING DATE: September 12, 2023

AGENDA ITEM: 9D

TITLE:

Presentation and discussion on Transportation Impact Fees, Final Report and Collection Rates recommended by the Planning and Zoning Commission with potential action for adoption by the City Council at the September 26, 2023 meeting.

AGENDA ITEM SUBMITTED BY:

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

BACKGROUND/HISTORY:

In mid 2022, Council approved a Transportation Impact Fee study. The project kicked off in November of 2022, with Kimley Horn to determine an appropriate fee to assess to new development.

On August 31, 2023, the Planning Commission recommended a Transportation Impact Fee of 65% of the Maximum fee allowed by law, with the same rate applied throughout the city, and no grace period, meaning the fee could go into effect 12 months after council adoption.

Sample Development	Other Cities' Rate Range (Collection Rate)	Bastrop Maximum (SA A)	Bastrop Maximum (SA B)	50% of Maximum (SA A)	50% of Maximum (SA B)	65% of Maximum in SA B (Flat across City)
Single Family House (ITE 210)	\$580 - \$6,773	\$8,644	\$5,204	\$4,322	\$2,602	\$3,584
Single Family Attached (ITE 215) (Duplex) – each unit	\$352 - \$2,699	\$5,328	\$3,153	\$2,619	\$1,577	\$2,050
Multi-family Mid-Rise (ITE 221) each unit	\$241 - \$3,050	\$3,570	\$2,149	\$1,785	\$1,075	\$1,397
General Office (per s.f.) (ITE 710)	\$1.40 - \$6.14	\$11.91	\$7.17	\$5.96	\$3.58	\$4.66
General Light Industrial (per s.f.) (ITE 130)	\$1.12 - \$5.70	\$9.16	\$5.52	\$4.58	\$2.76	\$3.58
Shopping Center (per s.f.) (ITE 820)	\$3.13 - \$12.59	\$16.54	\$9.96	\$8.27	\$4.98	\$6.47

The Planning Commission also elected to allow no exceptions to the fee, meaning all development would be subject to the fee.

The City Council will need to weigh all of the unintended consequences of applying the fee to all development.

FISCAL IMPACT:

To be determined dependent on the fee adopted.

RECOMMENDATION:

Consider exceptions to single family lots subdivided into less than 4.

ATTACHMENTS:

- 1. Transportation Impact Fee (TIF) Final Report
- 2. Presentation to Planning Commission on 8.31.23



Joint Workshop Transportation Impact Fees Final Report & Collection Rates

Kimley »Horn

August 31, 2023

Item 9F.

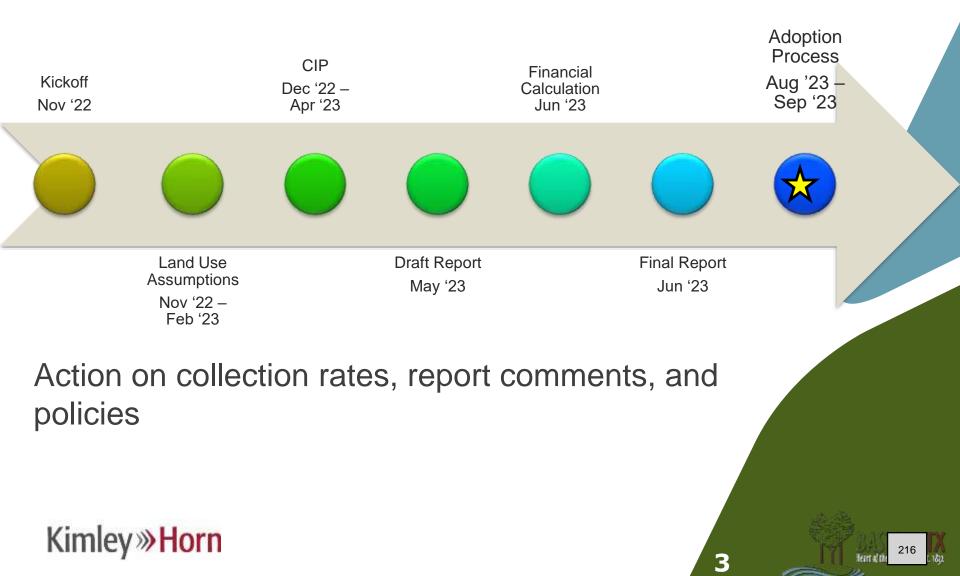
Rough Outline

- Maximum Fee Final Results
- Comparison City Policies
- Policy Discussion with Rates
- Potential Action: Study Document with Maximum Fee with any comments on rates and policies



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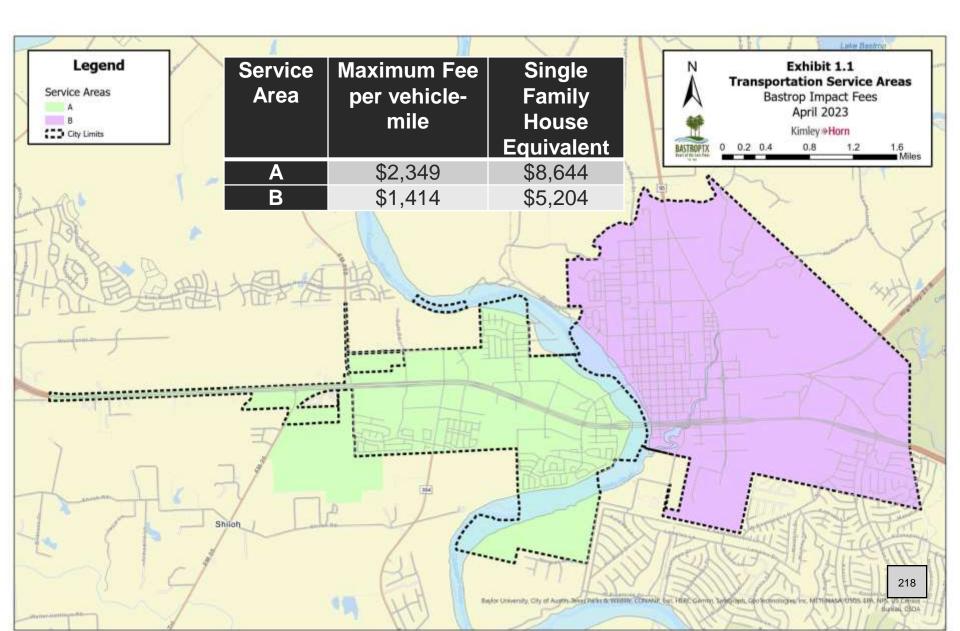
Project Timeline



Item 9F.

MAXIMUM FEE (FINAL)

Final Maximum Fees



Item 9F.

Impact Fee Components: Maximum Fee Application

Item 9F.

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6

- Example: \$1,414/vehicle-mile (Service Area B)
- 1. Example Multifamily Development (350 Unit Apartment Complex)
 - \$1,414 * 350 units * 2 veh-mi per unit = \$989,800
- Rate collected is based on Council decision (Policy).

Kimley »Horn

Impact Fee Components: Collection Rate Application

Item 9F.

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- Example: \$500/vehicle-mile (TBD Ordinance)
- 1. Example Multifamily Development (350 Unit Apartment Complex)
 - \$500 * 350 units * 2 veh-mi per unit = \$350,000
- Rate collected is based on Council decision (Policy).

Kimley »Horn

Item 9F.

RATE SETTING & POLICY DISCUSSION

222

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Policy Decisions Outline

- Should any developments be exempt from Transportation Impact Fees (unintended consequences of policies)?
- How much should the TIF collection rate be?
 - Vary geographically?
 - Vary by Land Use type?
- Should there be a grace period for projects in the development process?
- **Rule of thumb: simpler is better**

Kimley »Horn

Item 9F.

APPLYING EXAMPLE DEVELOPMENTS



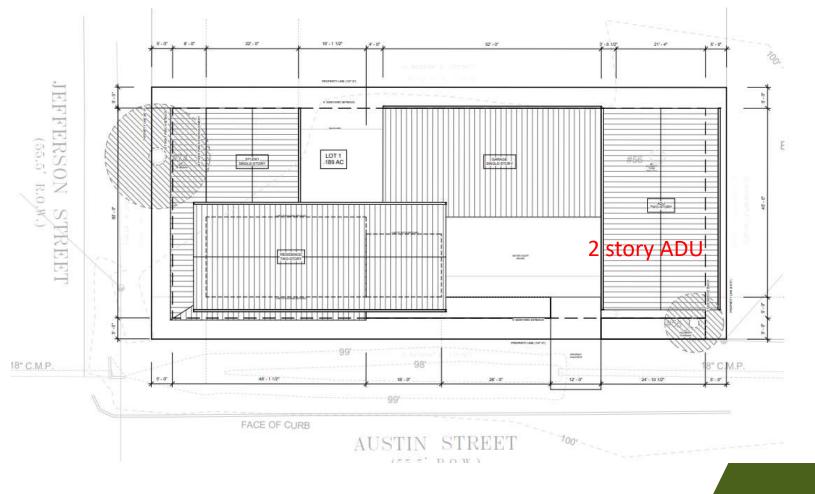


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Item 9F.



Should an ADU pay a transportation impact fee? Kimley»Horn

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Small Lot Subdivision 2 or more



Kimley »Horn

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transportation impact fee? Kimley»Horn

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Existing Condition 37 lots Increase lots over 4 or more



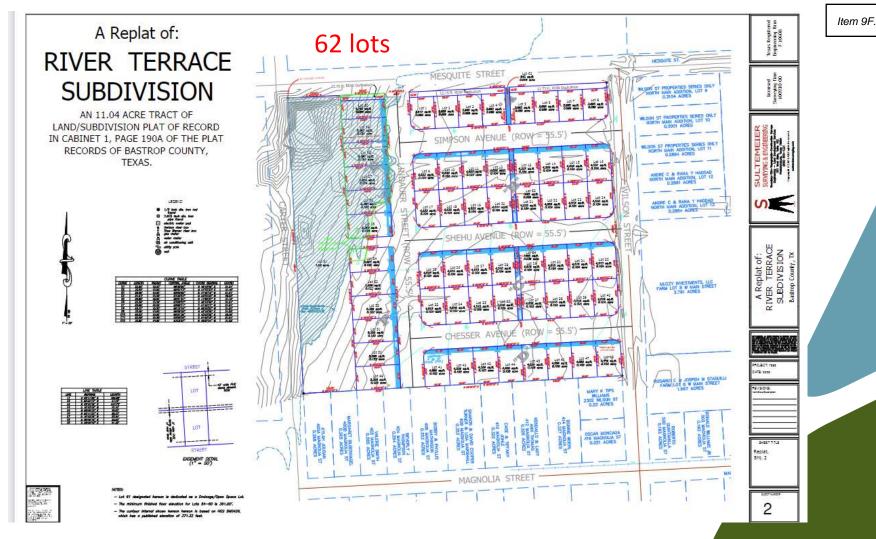
Kimley »Horn

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Item 9F.



What # of added lots or dwelling units should pay a transportation impact fee? Kimley»Horn

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Pre-development/ Multifamily



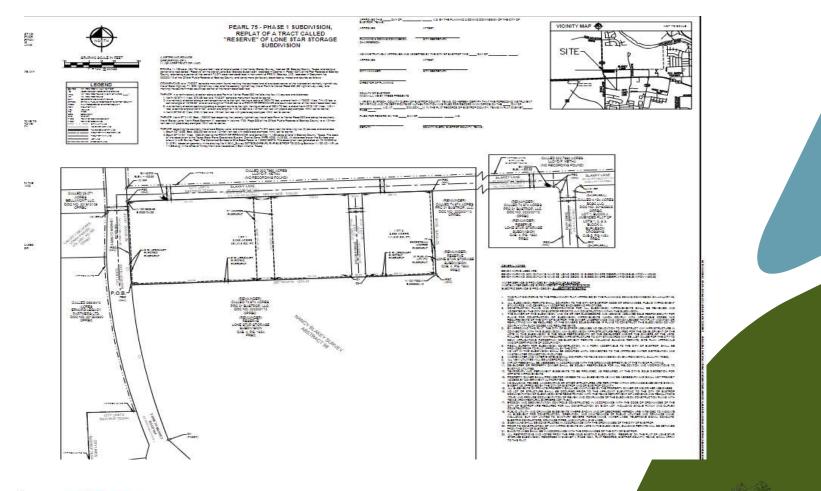
Kimley »Horn

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Multifamily (large lots multiple units)



Kimley »Horn

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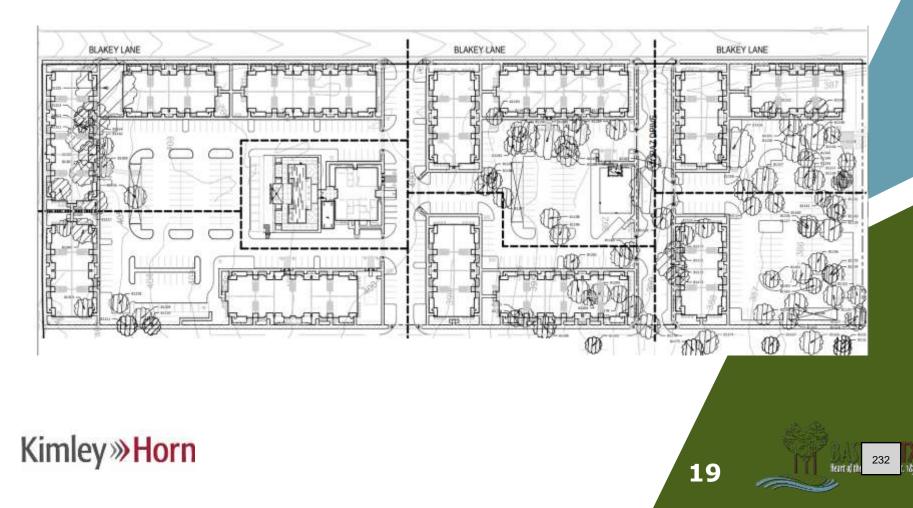
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Multifamily

Should the fee per unit differ from a single family, duplex or townhome type dwelling unit?



233

20

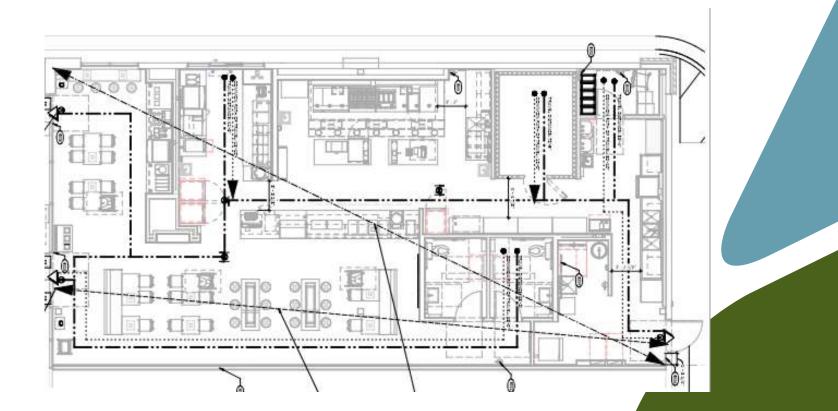
Tenant finish out/ Commercial

Is there a small enough commercial expansion or change of use that should be exempt from TIF?



Kimley » Horn

Proposed development/ Commercial



Kimley »Horn

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Other Exemptions

- State Law Exemptions (Required):
 - Public Schools
 - Affordable Housing (federal definition, very low cost)



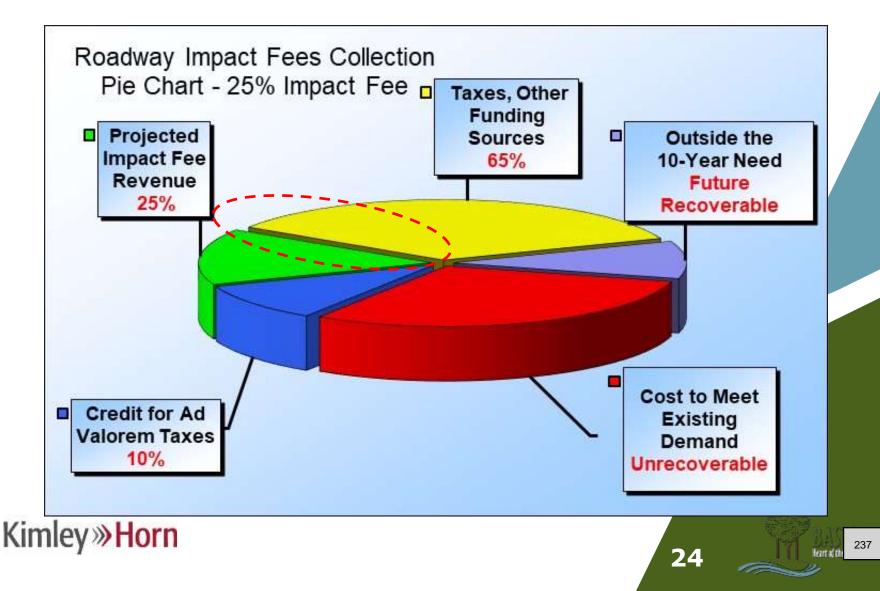
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Item 9F.

WHAT SHOULD RATE BE SET AT?

Impact Fee Components: Collection Rate



Potential Rates

Note: All options shown in green boxes as potential collection rates fall within range of "Other Cities"

Sample Development	Other Cities' Rate Range (Collection Rate)	Bastrop Maximum (SA A)	Bastrop Maximum (SA B)	50% of Maximum (SA A)	50% of Maximum (SA B)	65% of Maximum in SA B (Flat across City)
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WHAT SHOULD GRACE PERIOD BE?

Other Cities' Implementation Schedules

 State law requires minimum 1 year grace period from Ordinance effective date for previously platted properties

City	Grace Periods		
Round Rock	Grace period for all properties 21 months		
Pflugerville	Grace period for previously platted 3 month		
Austin	Grace period for all properties 18 months , if TIA approved prior to effective date , 3 years grace period		
Georgetown	Exempt if prelim plat submitted prior to effective date + 2 years, or if existing approved TIA or development agreement		
Leander	Exempt plats prior to adoption if existing approved TIA or development agreement		
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Reductions (Optional)

- Example Reductions:
 - Affordable Housing
 - Austin uses a % of the median gross income (MGI) in the City to determine "affordability"
 - Special Districts / Overlays
 - Desired Land Uses in Areas lacking



Item 9F.

POTENTIAL ACTION: STUDY, RATES, AND OTHER POLICIES

Potential Action: Study & Max Fee

- Options for IFAC:
 - Comments recorded at today's meeting to share with council
 - Share comments prior to 5 business days before the public hearing date with council
 - Could be to chair in letter format or individually
- Study Action:
 - Recommend to accept / deny study and maximum fee results with / without exceptions XYZ

Potential Action 1 of 2

Item 9F.

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- Potential Motions on Rates (<u>Edit live</u>):
 - Recommend adopting the maximums established in the study by Service Area (previous slide)
 - Recommend setting the collection rate for the following amounts, :
 - Residential X% of maximum or \$ flat rate
 - Non-Residential X% of maximum or \$ flat rate
 - Other X% of maximum or \$ flat rate
 - Special Districts reductions
 - Special Land Use reductions
 - Other Reductions

Kimley »Horn

Potential Action 2 of 2

Item 9F.

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- Potential Motions on Implementation (<u>Edit live</u>):
 - Recommend setting effective date of ordinance X months after Ordinance adoption, exempting XYZ at adoption date of Ordinance for Roadway Impact Fees.



Next Steps

- September 12th Council Public Hearing on study with maximum fees
- 30 days after public hearing closes to adopt an ordinance to set collection rates, grace period, and other policy items

Item 9F.

CITY OF BASTROP, TEXAS 2023 TRANSPORTATION IMPACT FEE STUDY



August 2023

Prepared for the City of Bastrop

Prepared by:

Robert J. (Jake) Gutekunst, P.E. AICP

Kimley-Horn and Associates, Inc.

10814 Jollyville Road, Campus IV, Suite 200

Austin, TX 78759

Phone 512 418 1771

TBPE Firm Registration Number: F-928

Project Number: 069243307 © Kimley-Horn and Associates, Inc.



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1. EXECUTIVE SUMMARY

A. INTRODUCTION

Impact Fees are a mechanism for funding the public infrastructure necessitated by new development. Across the country, they are used to fund police and fire facilities, parks, schools, roads, and utilities. In Texas, the legislature has allowed their use for transportation, drainage, water, and wastewater facilities. In 2022, the City of Bastrop began exploring Transportation Impact Fees as a recommendation to be used as a funding tool for infrastructure needs as a result of growth in the City.

In the most basic terms, impact fees are meant to recover the incremental cost of the impact of each new unit of development towards new infrastructure needs. Impact Fees are a mathematical calculation that determine a maximum fee that would be equivalent to growth paying for growth. This study's purpose is to calculate the maximum Transportation Impact Fee per service unit of new growth.

The Maximum Impact Fee is considered an appropriate measure of the impacts generated by a new unit of development on a City's infrastructure system. An impact fee program is anticipated to be designed so that it is **predictable** for both the development community and City. An impact fee program is **transparent**. This report describes in detail how the fee is calculated and how the Impact Fee Advisory Committee (IFAC) monitors the Impact Fee program. An impact fee program is **flexible** in that funds can be used on priority projects and not just on projects adjacent to a specific development. An impact fee program is both **equitable** and **proportional** in that every new development pays an equal fee that is directly related to its systemwide impact.



B. IMPACT FEE BASICS

Service Areas

A Service Area is a geographic area within which a unique maximum impact fee is determined. All fees collected within the Service Area must be spent on eligible improvements within the same Service Area. For Transportation Impact Fees, the Service Area may not exceed a 6mile diameter trip length, per Texas Local Government Code (TLGC) Chapter 395.001(9). In Bastrop, this results in the creation of two (2) separate Transportation Service Areas due to the longest trips in the City limits exceeding 6 miles.

Land Use Assumptions

The Impact Fee determination is required to be based on the projected growth and corresponding capacity needs in a 10-year window. This study considers the years 2023-2033. The 10-year increase in residential units is projected to be 7,903 units within the City Limits. The 2033 projections show an increase of 6,174,000 square feet of non-residential land uses over the 10-year window. These projections set the basis for determining transportation network loadings and demands to serve new growth. The distribution of residential and non-residential growth utilized information from historical growth trends and input from City staff on known future development locations.

Service Units

The "service unit" is a measure of consumption or use of the capital facilities by new development. In other words, it is the unit of measure used to quantify the supply and demand for roads and utilities in the City. Service units are attributable to an individual unit of development and utilized to calculate the maximum impact fee of a development.

For transportation purposes, the service unit is defined as a vehicle-mile. A "vehicle-mile" refers to the capacity consumed in a single lane by a vehicle making a trip one mile in length during the PM peak hour. The PM peak hour is the one-hour period during the afternoon/evening when the highest vehicular volumes are observed. In accordance with the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 11th Edition, the PM peak is used as the basis for transportation planning and the estimation of trips caused by new development.



Capital Improvement Plans

The City and project staff have identified the roadway projects needed to accommodate the projected growth over the next ten (10) years within the City of Bastrop. These projects include existing and proposed projects that were determined based on their current or anticipated impact on each defined Service Area and the City as a whole.

Transportation Impact Fee Capital Improvement Plan

The City of Bastrop Transportation Master Plan (TMP) is the ultimate plan for the roadway infrastructure within the City Limits. The projects on the Transportation Impact Fee Capital Improvement Plan were selected from the TMP and cover existing and proposed roadway improvements, as well as intersection improvements with 10-year growth potential. The project team and City staff identified roadway and intersection projects with a projected total project cost (not impact fee eligible cost) of \$121,805,560 over two (2) Transportation Service Areas.

Recoverable Project Costs

Impact Fees are a one-time fee meant to recover the incremental cost of the impact of each new unit of development creating new infrastructure needs within a ten-year window. With this consideration, the maximum assessable impact fee does not specifically cover the entire cost of a roadway project. The calculations that determine the percentage of a project's cost that is impact fee eligible are defined as the project's *recoverable* cost.

Roadway Recoverable Project Costs

The recoverable costs for roadway projects are calculated by first determining the net capacity of vehicle-miles supplied to support future growth within a 10-year window. This net capacity is then multiplied by the percentage of roadway capacity added attributable to this 10-year growth. This growth percentage is obtained through the derivation of a *transportation demand factor* (TDF), which computes the total vehicle-miles associated to a single land use development unit, converting growth to service units. The TDF is applied to roadway project capacities to determine the net vehicle-miles supplied and growth projections for vehicle-miles demand to calculate the growth percentage needed to determine the total recoverable project costs.



Maximum Assessable Impact Fee Calculation

In simplest terms, the maximum impact fee allowable by law is calculated by dividing the recoverable cost of the Capital Improvement Plans by the number of new service units of development. In accordance with state law, both the cost of the Capital Improvement Plan and the number of new service units of development used in the equation are based on the growth and corresponding capacity needs projected to occur within a 10-year window. This calculation is performed for each service area individually; each service area has a standalone Capital Improvement Plan and 10-year growth projection.

Adoption Process

Chapter 395 of the Texas Local Government Code stipulates a specific process for the adoption of impact fees. A Capital Improvements Advisory Committee (CIAC) is required to review the Land Use Assumptions and the Impact Fee Capital Improvements Plan used in calculating the maximum fee, and to provide the Committee's findings for consideration by the City Council. In Bastrop, the existing Impact Fee Advisory Committee (IFAC) served this role. The IFAC also reviews the calculation and resulting maximum fees and provides its findings to the City Council. The composition of the IFAC is required to have adequate representation of the building and development communities. In Bastrop, the IFAC members include real estate, development, and building industry professionals including an ETJ representative. The City Council then conducts a public hearing on the Land Use Assumptions, Impact Fee Capital Improvements Plan, and Impact Fee Ordinance.

Following policy adoption, the IFAC is tasked with advising the City Council of the need to update the Land Use Assumptions or the Impact Fee Capital Improvements Plan at any time up to a maximum of five years of adoption. Finally, the CIAC oversees the proper administration of the Impact Fee, once in place, and advises the Council as necessary.

Chapter 395 of the Texas Local Government Code requires a total of two (2) public hearings before Council to approve an impact fee program. The first public hearing to discuss the land use assumptions and capital improvements plan was held on June 13, 2023. The second public hearing is scheduled to be held September 12th, 2023 with the intent of presenting a proposal for impact fee calculations and the adoption of an impact fee report (this study) and ordinance.



2. INTRODUCTION

Chapter 395 of the Texas Local Government Code (TLGC) describes the procedure Texas cities must follow in order to create and implement impact fees. Senate Bill 243 (SB 243) amended Chapter 395 in September 2001 to define an impact fee as "a charge or assessment imposed by a political subdivision against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development."

The City of Bastrop has retained Kimley-Horn to provide professional transportation engineering services for the 2023 Transportation Impact Fee Study. This report includes details of the Transportation Impact Fee calculation methodology in accordance with Chapter 395, the applicable Land Use Assumptions, development of the TIF CIP, and the Land Use Vehicle-Mile Equivalency Table.

This report introduces and references two of the basic inputs to the Transportation Impact Fee:

- 1. Land Use Assumptions (Pg. 10)
- 2. Capital Improvement Plan (Pg. 16)

Information from the Land Use Assumptions and this Capital Improvement Plan are used extensively throughout the remainder of the report.

This report consists of a detailed discussion of the methodology for the computation of impact fees and is broken into three components:

- 1. Methodology for Transportation Impact Fees (Pg. 21)
- 2. Transportation Impact Fee Calculation (Pg. 32)
- 3. Plan for Awarding the Transportation Impact Fee Credit (Pg. 35)





The components of the Methodology for Transportation Impact Fees include development of:

- Service Areas
- Service Units
- Cost Per Service Unit
- Cost of the CIP
- Service Unit Calculation

The components of the Transportation Impact Fee Calculation include:

- Maximum Assessable Impact Fee Per Service Unit
- Service Unit Demand Per Unit of Development

This report also includes a section concerning the **Plan for Awarding the Transportation Impact**

Fee Credit. This involves the calculation of the applicable ad valorem tax credit required by law to help fund the Transportation Impact Fee CIP.

The final section of the report is the **Conclusion**, which presents the findings of the update analysis and summarizes the report.



3. TRANSPORTATION IMPACT FEE CALCULATION INPUTS

A. LAND USE ASSUMPTIONS

Purpose

Impact Fees are a mechanism for funding the public infrastructure necessitated by growth. In the most basic terms, impact fees are meant to recover the incremental cost of the impact of each new unit of development growth creating new infrastructure needs. In order to assess an impact fee, Land Use Assumptions must be developed to provide the basis for residential and employment growth projections within a municipality. As defined by Chapter 395 of the Texas Local Government Code, these assumptions include a description of changes in land uses, densities, and development in the service area. The land use assumptions are then used in determining the need and timing of transportation improvements to serve future development.

This section documents the process used to develop the Land Use Assumptions for the City of Bastrop's Transportation Impact Fee Study. In accordance with Chapter 395 of the Texas Local Government Code, Transportation Impact fees must be calculated based on reasonable expectations of residential and employment growth within the next ten years (2023-2033). The following resources provided the information required to complete the Land Use Assumptions:

- Projected new developments
- Developments currently under construction
- Recently platted developments
- City of Bastrop Comprehensive Plan
- City of Bastrop Transportation Master Plan
- City of Bastrop staff

Components of the Land Use Assumptions Section

The Land Use Assumptions include the following components:



- 1. Impact Fee Study Service Areas Explanation of the divisions of Bastrop into service areas for Transportation Impact fees.
- 2. Land Use Assumptions Methodology An overview of the general methodology used to generate the land use assumptions.
- 3. Ten-Year Growth Assumptions Walk-through of the growth projections for 2023-2033.

Impact Fee Study Service Areas

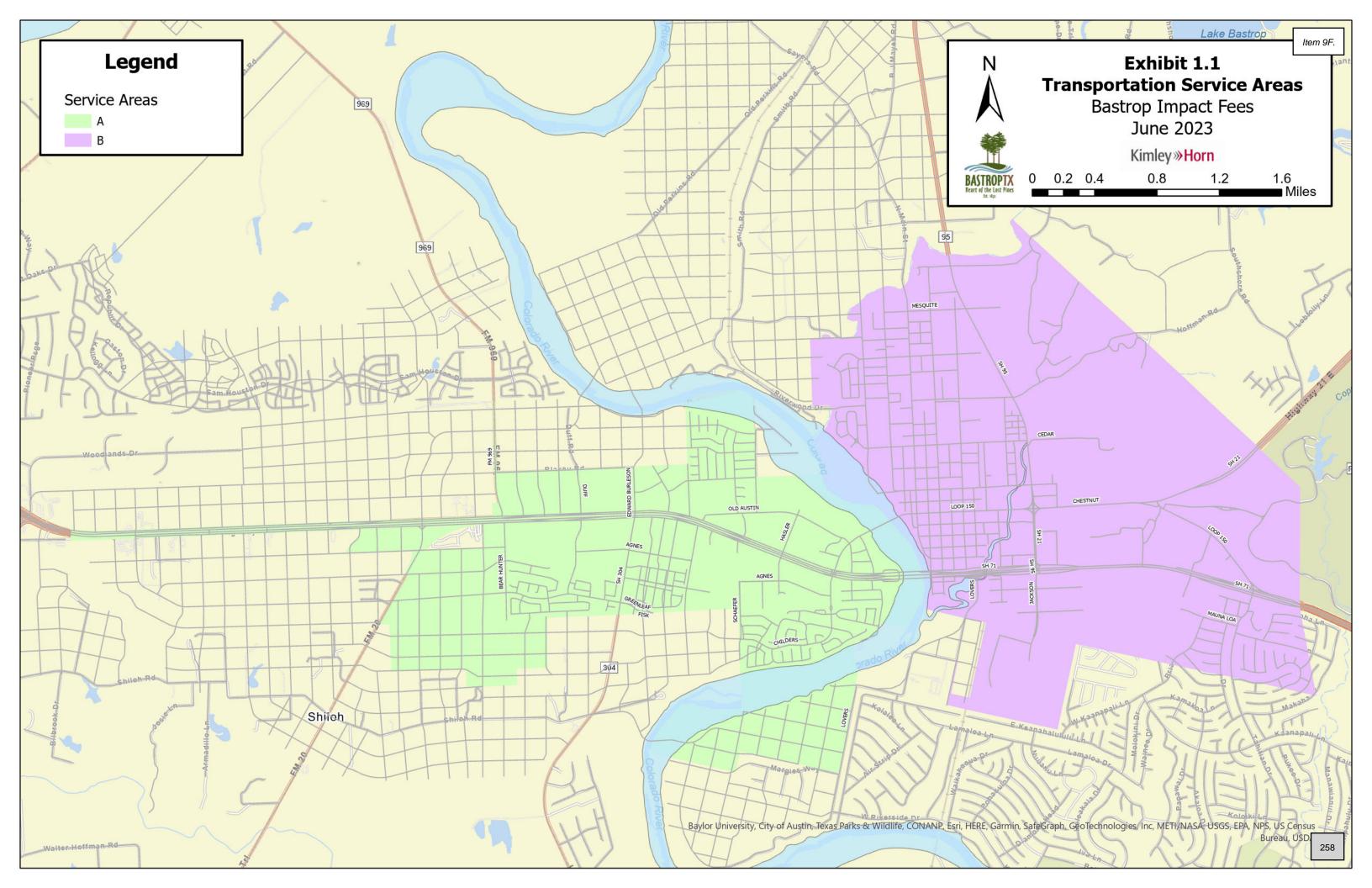
Service Area Definition

According to Chapter 395 of the Local Government Code, a Service Area refers to the area within the corporate boundaries or extraterritorial jurisdiction of the political subdivision to be served by the capital improvement or facilities specified in the Capital Improvement Plan. Funds collected in the specific service areas must be spent in the service area collected. Chapter 395 specifies that "the service area is limited to an area within the corporate boundaries of the political subdivision and shall not exceed six (6) miles." This resulted in the creation of two (2) service areas in the City of Bastrop.

Transportation Impact Fee Service Areas

The geographic boundaries of the two (2) impact fee service areas for transportation facilities are shown in **Exhibit 1**. For roadway facilities, the service areas are limited to those areas within the current corporate limits. Therefore, areas within the extraterritorial jurisdiction (ETJ) are excluded from this study.

The Colorado River serves as the primary service area boundary (except for a small area off of Lovers Lane to maintain contiguity), dividing the City into Service Area A to the west and Service Area B to the east. At locations where service area boundaries follow a thoroughfare facility, the proposed boundary is intended to follow the centerline of the roadway. In cases where a service area boundary follows the City Limits, only those portions of the facility within the City Limits area are included in the service area.





Land Use Assumptions Methodology

The following factors were considered in developing the residential and employment projections:

- Character, type, density, location, and quantity of existing development;
- Growth trends and historical data;
- Location of vacant land;
- City of Bastrop Comprehensive Plan;
- City of Bastrop Transportation Master Plan;
- Physical restrictions (i.e. flood plains); and
- Planned development data.

The residential and employment estimates were all compiled in accordance with the following categories:

Residential Units – Number of residential dwelling units, including <u>single-family</u> and <u>multifamily</u>

Employment – Square feet of building area based on three (3) different classifications. Each classification has unique trip making characteristics.

<u>Basic</u> - Land use activities that produce goods and services, including those that are exported outside the local economy (i.e. manufacturing, construction, transportation, wholesale, trade, warehousing, and other industrial uses)

<u>Service</u> - Land use activities which provide personal and professional services such as government and other professional offices

<u>Retail</u> - Land use activities which provide for the retail sale of goods that primarily serve households and whose location choice is oriented toward the household sector (i.e. grocery stores and restaurants)



As outlined above, the residential and employment land uses are broken down into the five broader categories of single-family, multifamily, basic, service, and retail land uses. These five categories are used in the development of the assumptions for impact fees. In the calculation of the specific Transportation Impact Fee, a more specific and expanded classification based on the Institute of Transportation Engineers (ITE) Trip Generation Manual will be utilized.

Growth projections for the next 10 years (2023-2033) for the City of Bastrop were established using the City's future land use and historical census data.

Residential Development Neighborhoods

The City provided future land use data for known **single** and **multifamily** developments that are currently planned for construction within the next ten years. For some developments, the data indicates the total number of undeveloped dwelling units. For those developments that didn't provide an indication of total dwelling units, the projected acreage of each site was used to calculate a unit estimate for each property.

The analysis assumes ratios of 4 dwelling units/acre for each unknown future single-family development and 20 units/acres for each unknown future multifamily development. The projected acreage for each unknown residential site was multiplied by the respective constant unit assumption (4 for single-family, 20 for multifamily) to determine an assumed number of dwelling units associated with the site.

Projections for new single-family and multifamily developments in the next ten years were determined by the City of Bastrop and can be found in **Table 1**.

Commercial Developments

The City also provided future land use data for known commercial (non-residential) developments that are currently planned for construction within the next ten years. Each of these developments was categorized as a **basic**, **service**, or **retail** land use type, based on its respective projected trip characteristics.

The available existing plat data provides acreages for commercial developments at the parcel level; however, as mentioned previously, commercial developments are measured by square footage of building area. To determine the estimated building area for each development, a



floor area ratio (FAR) was applied to the square footage of each development based on its commercial classification. Each FAR was assigned based on standard planning principles and assumptions and evaluating FAR's for existing developments in Bastrop for each category.

Projections for commercial developments in the next ten years were determined by the City of Bastrop and can be found in **Table 1**.

10-Year Growth Assumptions

 Table 1 summarizes the residential and employment growth projections by service area.

	Resid	ential	Commercial				
Service Area	Single-Family	Multifamily	Basic	Service	Retail		
	Dwellin	g Units	Sq. Ft.				
	4 units/acre	20 units/acre	FAR 0.25	FAR	0.20		
SA A	1,078	3,470	0	491,000	2,347,000		
SA B	1,780	1,575	2,170,000	217,000	949,000		
Sub-total	2,858	5,045	2,170,000	708,000	3,296,000		
Total	7,9	7,903		6,174,000			

Table 1. Land Use Assumptions Growth Projections (2023-2033)



B. CAPITAL IMPROVEMENT PLAN

The City has identified transportation projects needed to accommodate the projected growth within the City. These transportation projects include those that are fully funded by the City of Bastrop, as well as some roadway facilities maintained by the Texas Department of Transportation (TxDOT). TxDOT-maintained facilities are currently projected to be funded by both the City and TxDOT, with the City assumed to fund roughly 20% of costs (which are included in the TIF study) based on historical cost sharing agreements. All of these City-identified projects come together to form the **Capital Improvement Plan (CIP) for Transportation Impact Fees**. The CIP includes State Highway, City multimodal, and local roadway facilities, as well as intersection improvements. It should be noted that the "grid streets" required by the B3 Code were not included as projects from the Transportation Master Plan due to them serving site-specific infrastructure needs and not broader system capacity as a local street type connection.

The CIP for Transportation Impact Fees for the 2023 Impact Fee Study are listed in **Tables 2-3** and mapped in **Exhibits 2-3**. The table shows the length of each project as well as the facility's lane configuration and available right-of-way (listed under "Impact Fee Class"). The CIP was developed in conjunction with input from City staff and represents those projects that will be needed to accommodate the growth projected by the 2033 Land Use Assumptions for the Transportation Impact Fee Study.



Service Area	Proj. #	Impact Fee Class	Project	Limits	Length (mi)	% In Service Area
			Roady	way Improvements		
	A-1	4D_(80)	Agnes (1)	Bear Hunter Drive to Hunter's Crossing	0.46	100%
	A-2	4D_(80)	Agnes (2)	Hospital Drive to Schaefer Blvd	0.35	100%
	A-3	4D_(80)	Bear Hunter Drive (1)	Bear Hunter Drive (existing) to 1,000' N of Shiloh Rd	0.42	100%
	A-4	2U_(50)	Blakey Ln (1)	Edward Burleson Ln to 1,830' E of Edward Burleson Ln	0.35	100%
	A-5	2U_(50)	Blakey Ln (2)	City Limits to Old Austin Highway	0.43	100%
	A-6	3U_(56)	Greenleaf Fisk Dr	Bass Drive to Schaefer Blvd	0.57	100%
	A-7	4D_(80)	Hasler Blvd (1)	Old Austin Hwy to Colorado River	0.26	100%
	A-8	2U_(50)	Marie St	Schaefer Blvd to Hasler Blvd	0.25	100%
	A-9	3U_(56)	Orchard Pkwy	SH 71 to Hunters Point Drive	0.42	100%
	A-10	4D_(80)	Agnes (3)	Schaefer Blvd to Childers Drive	0.60	100%
	A-11	4D_(80)	Edward Burleson	Blakey to SH 21 EBFR	0.32	100%
	A-12	4D_(110)	FM 969 (1)	City Limits to Blakey Ln	0.46	100%
Α	A-13	4D_(110)	FM 969 (2)	Blakey Ln to State Highway 21	0.28	100%
	A-14	4D_(80)	Hasler Blvd (2)	Old Austin Hwy to SH 21	0.25	100%
	A-15	4D_(80)	Home Depot Way	Hunter's Crossing to SH 304	0.34	100%
	A-16	4D_(80)	Agnes (4)	SH 304 to Hospital Drive	0.41	100%
	A-17	4D_(80)	Bear Hunter Drive (2)	State Highway 21 to Bear Hunter Drive (existing)	0.63	100%
	A-18	4D (110)	SH 304	SH 21 EBFR to Hunters Point Dr	0.55	100%
			Intersec	ction Improvements		
	I-1	-	Highway 71 & FM 20	Traffic Signal	-	100%
	I-2	-	FM 969 / Bear Hunter & SH 21	Overpass	-	100%
	I-3	-	Edward Burleson Ln / SH 304 & SH 21	Intersection Improvements	-	100%
	I-4	-	Hasler Blvd & SH 21	Intersection Improvements	-	100%
	I-5	-	Loop 150 / Childers Dr & SH 21	Intersection Improvements	-	100%
	I-6	-	Agnes & Hasler	Roundabout	-	100%
	I-7	-	Old Austin & Loop 150	Roundabout	-	100%

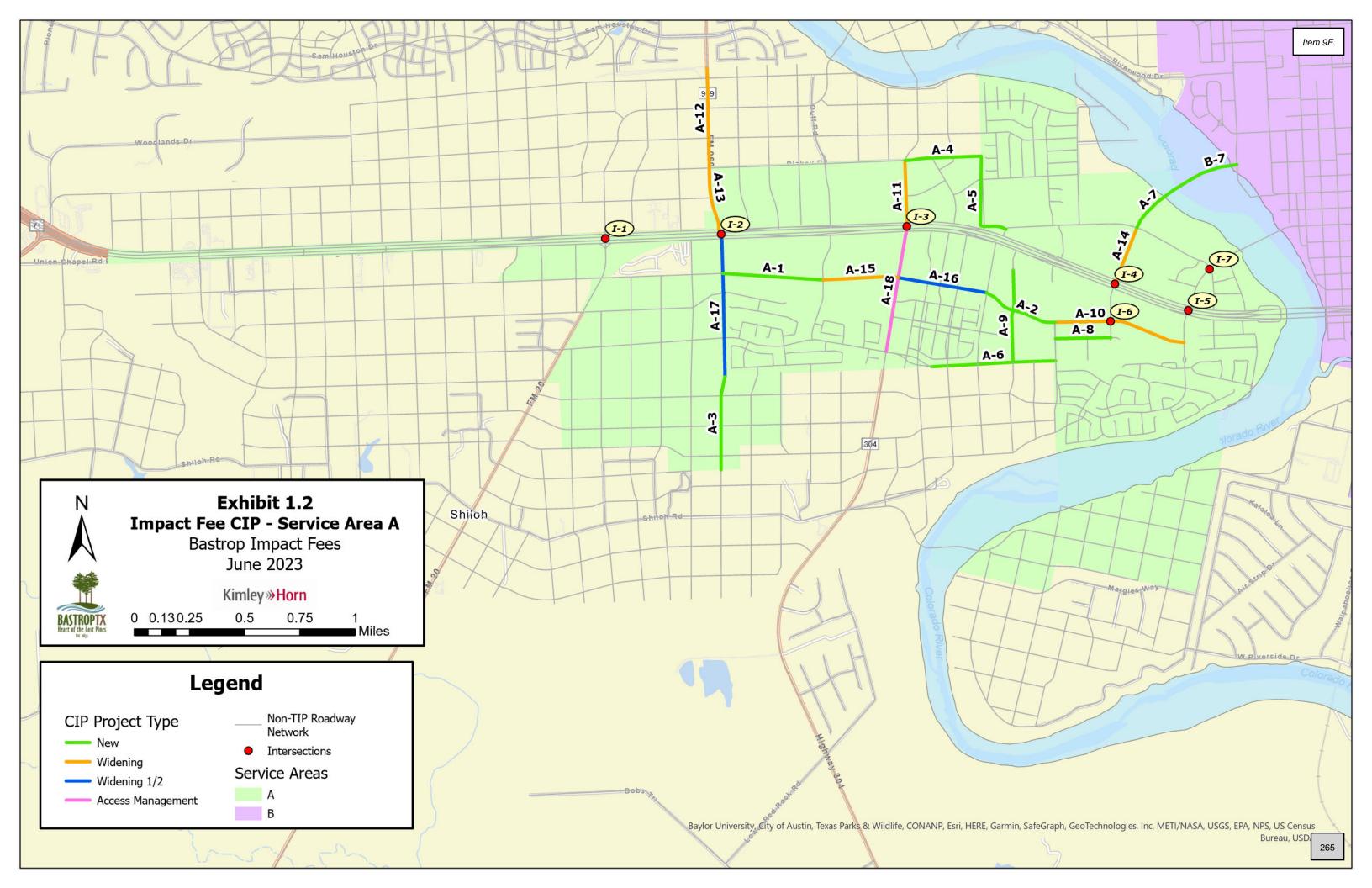
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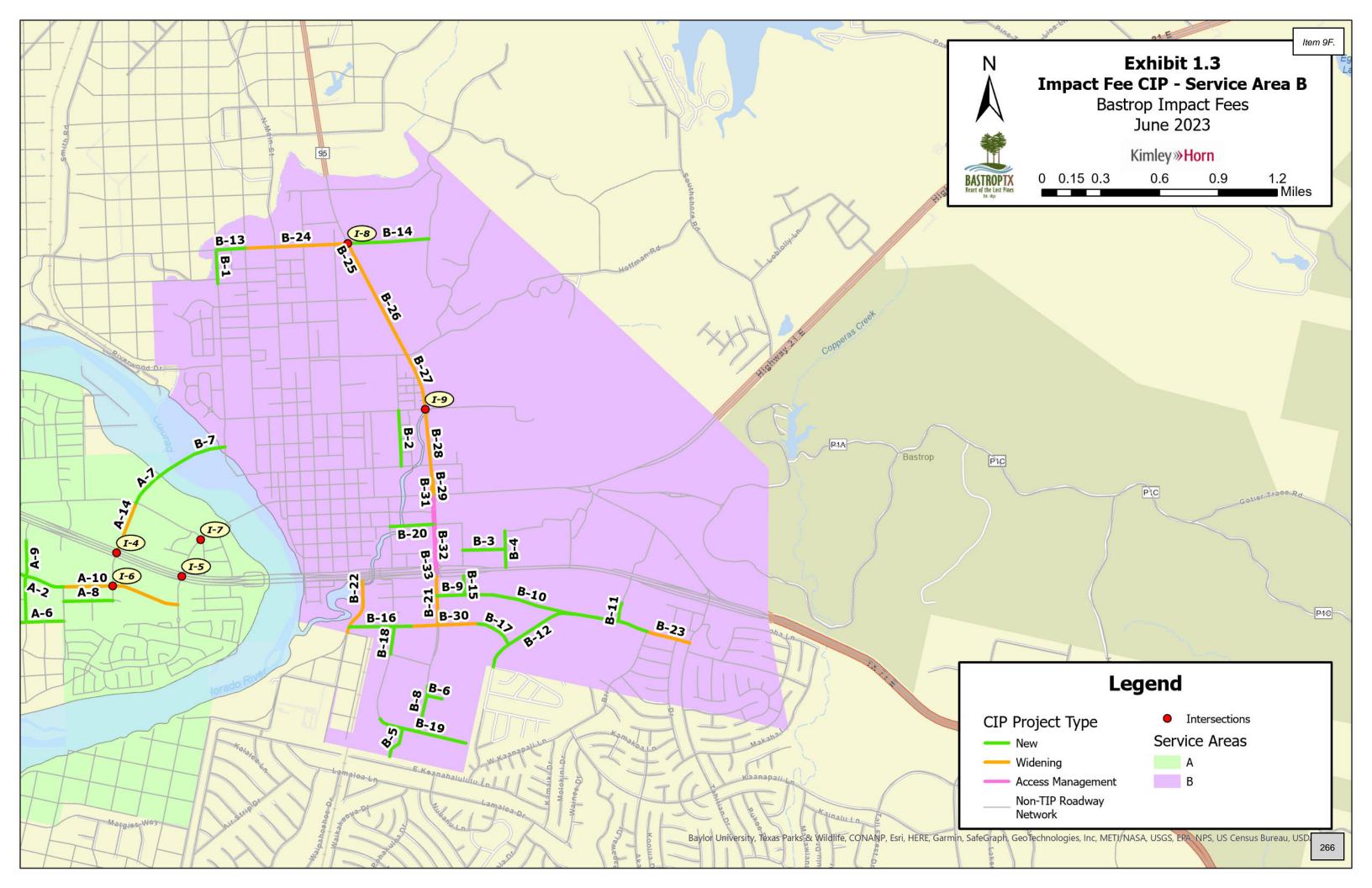
Table 2. Capital Improvement Plan for Transportation Impact Fees - Service Area A



Service Area	Proj. #	Impact Fee Class	Project	Limits	Length (mi)	% In Service Area
			Road	way Improvements		
	B-1	2U_(50)	Carter St	Mesquite St to Magnolia St	0.17	100%
	B-2	2U_(50)	Chambers St	Cedar St to Farm St	0.29	100%
	B-3	2U_(50)	Future Collector A	Pitt St to Future Collector B	0.22	100%
	B-4	2U_(50)	Future Collector B	Lost Pines Ave to SH 71	0.19	100%
	B-5	2U_(50)	Future Collector C	Technology Drive extension to City Limits	0.17	100%
	B-6	2U (50)	Future Collector D	Jackson St extension to 420' E of Jackson St extension	0.08	100%
	B-7	4D (80)	Hasler Blvd (3)	Colorado River to Willow St	0.29	100%
	B-8	4D (80)	Jackson St (1)	Jackson St (existing) to 1,260' S of Jackson St	0.24	100%
	B-9	2U (50)	Jasper St (1)	Jackson St to 930' E of Jackson St	0.18	100%
	B-10	2U (50)	Jasper St (2)	930' E of Jackson St to Hidden Hollow Ct	0.51	100%
	B-11	2U (50)	Majestic Pine Dr	Majestic Pine Dr (existing) to Mauna Loa Ln	0.10	100%
	B-12	2U (50)	Mauna Loa Ln (1)	Pine Lodge Dr to Briar Forest Dr	0.95	100%
	B-13	3U (56)	Mesquite St (1)	800' W of Wilson St to Wilson St	0.15	100%
	B-14	3U (56)	Mesquite St (2)	SH 95 to Piney Ridge Dr	0.41	100%
	B-15	2U (50)	Pitt St	SH 71 to Jasper St	0.10	100%
	B-16	3U (56)	South Street (1)	Lovers Lane to South St (existing)	0.33	100%
	B-17	3U_(56)	South Street (2)	1,200' E of Jackson St to Mauna Loa Ln	0.21	100%
В	B-18	2U_(50)	Technology Drive (1)	Mill St to Business Park Dr	0.14	100%
	B-19	2U (50)	Technology Drive (2)	Technology Drive (existing) to City Limits	0.46	100%
	B-20	2U_(50)	Walnut Street	Martin Luther King Dr to SH 21	0.22	100%
	B-21	4D (80)	Jackson St (2)	SH 21 to South St	0.25	100%
	B-22	3U (56)	Lovers Ln	City Limits to College St	0.29	100%
	B-23	2U_(50)	Mauna Loa Ln (2)	Briar Forest Dr to Tahitian Dr	0.23	100%
	B-24	3U (56)	Mesquite St (3)	Wilson St to SH 95	0.52	100%
	B-25	4D (110)	SH 95(1)	Mesquite St to 700' S of Mesquite St	0.13	100%
	B-26	4D_(110)	SH 95 (2)	700' S of Mesquite St to Hawthorne St	0.51	100%
	B-27	4D_(110)	SH 95 (3)	Hawthorne St to Cedar St	0.30	100%
	B-28	4D (110)	SH 95 (4)	Cedar St to Spring St	0.36	100%
	B-29	4D_(110)	SH 95 (5)	Farm St to Chestnut St/SH 21	0.16	100%
	B-30	3U_(56)	South Street (3)	650' W of Jackson St to 1,200' E of Jackson St	0.32	100%
	B-31	4D_(110)	SH 21 (1)	Chestnut St to Walnut St	0.30	100%
	B-32	4D_(110)	SH 21 (2)	Walnut St to SH 21 WBFR	0.43	100%
	B-33	4D (110)	SH 95 (6)	SH 21 WBFR to SH 21 EBFR	0.11	100%
			Interse	ection Improvements		
	I-8	-	Mesquite St & SH 95	Traffic Signal	-	100%
	I-9	-	SH 95 & Cedar St	Traffic Signal	-	100%

Table 3. Capital Improvement Plan for Transportation Impact Fees - Service Area B







4. METHODOLOGY FOR TRANSPORTATION IMPACT FEES

A. SERVICE AREAS

The service areas used in the 2023 Transportation Impact Fee Study are shown in the previously referenced **Exhibit 1**. These service areas cover the entire corporate boundary of the City of Bastrop. Chapter 395 of the Texas Local Government Code specifies that "the service area is limited to an area within the corporate boundaries of the political subdivision and shall not exceed six (6) miles." This resulted in the creation of two (2) service areas in the City of Bastrop.

B. SERVICE UNITS

The "service unit" is a measure of consumption or use of the roadway facilities by new development. In other words, it is the measure of supply and demand for roads in the City. For transportation purposes, the service unit is defined as a vehicle-mile. On the supply side, this is a lane-mile of a system facility street. On the demand side, this is a vehicle-trip of one-mile in length. The application of this unit as an estimate of either supply or demand is based on travel during the afternoon peak hour of traffic. This time period is commonly used as the basis for transportation planning and the estimation of trips created by new development.

Another aspect of the service unit is the service volume that is provided (supplied) by a lanemile of roadway facility. This number, also referred to as capacity, is a function of the facility type, facility configuration, number of lanes, and level of service. Below is the definition for vehicle-mile.

<u>Vehicle-Mile</u>: The capacity consumed in a single lane in the PM peak hour by a vehicle making a trip one mile in length.

<u>Total Vehicle-Miles of Supply</u>: Based on the total length (miles), number of lanes, and capacity (vehicles per hour) provided by the Transportation Impact Fee CIP.

<u>Total Vehicle-Miles of Demand</u>: Based on the 10-year growth projections. The demand is equal to PM Trip Rate (trips) * Trip Length (miles).



The hourly service volumes used in the Transportation Impact Fee Study are based upon Thoroughfare Capacity Criteria published by the Capital Area Metropolitan Planning Organization (CAMPO) and daily volume ranges per functional classification presented in the City of Bastrop's Thoroughfare Plan. **Table 4** shows the service volumes as a function of the proposed facility type, and **Table 5** shows the service volumes as a function of the existing facility type.

TxDOT-maintained roadways generally operate higher speeds than City facilities. With this increase in speed comes a potential increase in capacity, as drivers are more likely to travel along higher-speed roads when available. With this understanding, a 20% increase in roadway capacity was applied to all TxDOT-maintained roads that are not already identified under the State Highway System on the City's Thoroughfare Plan.

Thoroughfare Plan Classification	Impact Fee Classification ¹	Median Configuration	Hourly Vehicle-Mile Capacity per Lane-Mile of Roadway Facility		
State Highway System	4D_(110)	Divided	900		
Primary Multimodal Street A	3U (56)	Undivided	525		
Primary Wultimoual Street A	30_(30)	Unuivided	630 (TxDOT)		
Primary Multimodal Street B	4D (80)	Divided	725		
Primary Multimodal Street B	4D_(80)	Divided	870 (TxDOT)		
Local Connector Street	2U (50)	Undivided	425		
	20_(30)	Unaivided	510 (TxDOT)		

Table 4. Service Volumes for Proposed Facilities

(used in Appendix A – CIP	Units of Supply)
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¹Represents "Number of Lanes", whether "Divided" or "Undivided", and with approximate Right-of-Way.



Table 5. Service Volumes for Existing Facilities

(used in Appendix B – Existing Facilities Inventory)

Roadway Type ¹	Description	Hourly Vehicle-Mile Capacity per Lane-Mile of Roadway Facility		
10	One-lane undivided	325		
2U (TxDOT)	Two-lane undivided	425 (510)		
20 (12001)	(with curb & gutter)	423 (310)		
2U-R	Two-lane undivided	350		
20-11	(Rural Cross-Section)	550		
3∪ (TxDOT)	Three-lane undivided	525 (630)		
4U	Four-lane undivided	550		
4D (TxDOT)	Four-lane divided	725 (870)		
50	Five-lane undivided	750		
4D – State Highway System	Four-lane divided (Highway Facility)	900		

¹Represents "Number of Lanes", whether "Divided" or "Undivided" and if State Maintained/Owned.

C. COST PER SERVICE UNIT

A fundamental step in the impact fee process is to establish the cost for each service unit. In the case of the Transportation Impact Fee, this is the cost for each vehicle-mile of travel. This cost per service unit is the cost to construct a roadway (lane-mile) needed to accommodate a vehicle-mile of travel at a level of service corresponding to the City's standards. The cost per service unit is calculated for each service area based on a specific list of projects within that service area.

The second component of the cost per service unit is the number of service units in each service area. This number is the measure of the growth in transportation demand that is projected to occur in the ten-year period. Chapter 395 requires that impact fees be assessed only to pay for growth projected to occur in the City limits within the next ten years (see **Section 4.D**). As noted earlier, the units of demand are vehicle-miles of travel.



D. COST OF THE CIP

All of the project costs for a facility which serves the overall transportation system are eligible to be included in the Transportation Impact Fee CIP. Chapter 395 of the Texas Local Government Code specifies that the allowable costs are "...including and limited to the:

- 1. Construction contract price;
- 2. Surveying and engineering fees;
- 3. Land acquisition costs, including land purchases, court awards and costs, attorney's fees, and expert witness fees; and
- 4. Fees actually paid or contracted to be paid to an independent qualified engineer or financial consultant preparing or updating the Capital Improvement Plan who is not an employee of the political subdivision."

Tables 6-7 present the CIP project list for the City of Bastrop with conceptual level project cost projections, which have been provided by the City (see **Appendix C**). It should be noted that these tables reflect only conceptual-level opinions or assumptions regarding the portions of future project costs that are potentially recoverable through impact fees. Actual costs of construction are likely to change with time and are dependent on market and economic conditions that cannot be precisely predicted at this time. TxDOT projects are included with a projected City contribution of 20% of the total project cost.



Table 6. 10-Year Capital Improvement Plan for Transportation Impact Fees with Conceptual Level Project Cost Projections – Service Area A

Service Area	Proj. #	Impact Fee Class	Project	Limits	Length (mi)	% In Service Area		ect Cost in vice Area
				Roadway Improvements				
	A-1	4D_(80)	Agnes (1)	Bear Hunter Drive to Hunter's Crossing	0.46	100%	\$	4,370,000
	A-2	4D_(80)	Agnes (2)	Hospital Drive to Schaefer Blvd	0.35	100%	\$	3,325,000
	A-3	4D_(80)	Bear Hunter Drive (1)	Bear Hunter Drive (existing) to 1,000' N of Shiloh Rd	0.42	100%	\$	4,069,000
	A-4	2U_(50)	Blakey Ln (1)	Edward Burleson Ln to 1,830' E of Edward Burleson Ln	0.35	100%	\$	1,423,000
	A-5	2U_(50)	Blakey Ln (2)	City Limits to Old Austin Highway	0.43	100%	\$	1,773,000
	A-6	3U_(56)	Greenleaf Fisk Dr	Bass Drive to Schaefer Blvd	0.57	100%	\$	2,664,000
	A-7	4D_(80)	Hasler Blvd (1)	Old Austin Hwy to Colorado River	0.26	100%	\$	2,518,000
	A-8	2U_(50)	Marie St	Schaefer Blvd to Hasler Blvd	0.25	100%	\$	1,032,000
	A-9	3U_(56)	Orchard Pkwy	SH 71 to Hunters Point Drive	0.42	100%	\$	1,976,000
	A-10	4D_(80)	Agnes (3)	Schaefer Blvd to Childers Drive	0.60	100%	\$	5,959,000
	A-11	4D_(80)	Edward Burleson	Blakey to SH 21 EBFR	0.32	100%	\$	2,862,000
	A-12	4D_(110)	FM 969 (1)	City Limits to Blakey Ln	0.46	100%	\$	768,800
	A-13	4D_(110)	FM 969 (2)	Blakey Ln to State Highway 21	0.28	100%	\$	479,600
	A-14	4D (80)	Hasler Blvd (2)	Old Austin Hwy to SH 21	0.25	100%	\$	2,516,000
Α	A-15	4D (80)	Home Depot Way	Hunter's Crossing to SH 304	0.34	100%	\$	3,388,000
	A-16	4D_(80)	Agnes (4)	SH 304 to Hospital Drive	0.41	100%	\$	3,614,000
	A-17	4D_(80)	Bear Hunter Drive (2)	State Highway 21 to Bear Hunter Drive (existing)	0.63	100%	\$	5,582,000
	A-18	4D (110)	SH 304	SH 21 EBFR to Hunters Point Dr	0.55	100%	\$	935,200
				Intersection Improvements				
	I-1	-	Highway 71 & FM 20	Traffic Signal	-	100%	\$	500,000
	I-2	-	FM 969 / Bear Hunter & SH 21	Overpass	-	100%	\$	10,000,000
	I-3	-	Edward Burleson Ln / SH 304 & SH 21	Intersection Improvements	-	100%	\$	1,100,000
	I-4	-	Hasler Blvd & SH 21	Intersection Improvements	-	100%	\$	5,700,000
	I-5	-	Loop 150 / Childers Dr & SH 21	Intersection Improvements	-	100%	\$	4,600,000
	I-6	-	Agnes & Hasler	Roundabout	-	100%	\$	2,000,000
	I-7	-	Old Austin & Loop 150	Roundabout	-	100%	\$	2,000,000
				Service Area Roadway	Project Co	st Subtotal	\$ 4	9,254,600
				Service Area Intersection	Project Co	st Subtotal	\$ 2	25,900,000
				2023 Transportation Impact Fee Study C	Cost Per Se	rvice Area	\$	39,980
				Total Cost in SE	RVICE	AREA A	\$ 7	5,194,580

Notes:

- a. The planning level cost projections have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Planning within the City of Bastrop.
- b. The planning level cost projections shall not supersede the City's design standards contained within the Subdivision Ordinance or the determination of the City Engineer for a specific project.
- c. The project cost total within Service Area may differ from the total shown in the Summary sheets contained within **Appendix C** due to some projects that are split between City limits and ETJ.



Table 7. 10-Year Capital Improvement Plan for Transportation Impact Fees with Conceptual Level Project Cost Projections – Service Area B

Service Area	Proj. #	Impact Fee Class	Project	Limits	Length (mi)	Service Area Service Service 0.17 100% \$ 0.29 100% \$ 0.19 100% \$ 0.17 100% \$ 0.19 100% \$ 0.17 100% \$ 0.19 100% \$ 0.19 100% \$ 0.21 100% \$ 0.22 100% \$ 0.24 100% \$ 0.18 100% \$ 0.15 100% \$ 0.16 100% \$ 0.15 100% \$ 0.10 100% \$ 0.14 100% \$ 0.14 100% \$ 0.14 100% \$ 0.22 100% \$ 0.23 100% \$ 0.24 100% \$ 0.25 100% \$ 0.52 100% \$	ject Cost in rvice Area	
				Roadway Improvements				
	B-1	2U (50)	Carter St	Mesquite St to Magnolia St	0.17	100%	\$	707,000
	B-2	2U (50)	Chambers St	Cedar St to Farm St	0.29	100%	\$	1,172,000
	B-3	2U (50)	Future Collector A	Pitt St to Future Collector B	0.22	100%	\$	893,000
	B-4	2U (50)	Future Collector B	Lost Pines Ave to SH 71	0.19	100%	\$	764,000
	B-5	2U_(50)	Future Collector C	Technology Drive extension to City Limits	0.17	100%	\$	695,000
	B-6	2U (50)	Future Collector D	Jackson St extension to 420' E of Jackson St extension	0.08	100%	\$	326,000
	B-7	4D (80)	Hasler Blvd (3)	Colorado River to Willow St	0.29	100%	\$	2,817,000
	B-8	4D (80)	Jackson St (1)	Jackson St (existing) to 1,260' S of Jackson St	0.24	100%	\$	2,299,000
	B-9	2U (50)	Jasper St (1)	Jackson St to 930' E of Jackson St	0.18	100%	\$	722,000
	B-10	2U (50)	Jasper St (2)	930' E of Jackson St to Hidden Hollow Ct	0.51	100%	\$	2,087,000
	B-11	2U (50)	Majestic Pine Dr	Majestic Pine Dr (existing) to Mauna Loa Ln	0.10	100%	\$	404,000
	B-12	2U (50)	Mauna Loa Ln (1)	Pine Lodge Dr to Briar Forest Dr	0.95	100%	\$	3,890,000
	B-13	3U (56)	Mesquite St (1)	800' W of Wilson St to Wilson St	0.15	100%	\$	701,000
	B-14	3U (56)	Mesquite St (2)	SH 95 to Piney Ridge Dr	0.41	100%	\$	1,954,000
	B-15	2U (50)	Pitt St	SH 71 to Jasper St	0.10	100%	\$	401,000
	B-16	3U (56)	South Street (1)	Lovers Lane to South St (existing)	0.33	100%	\$	1,553,000
	B-17	3U (56)	South Street (2)	1.200' E of Jackson St to Mauna Loa Ln	0.21	100%	\$	996,000
	B-18	2U (50)	Technology Drive (1)	Mill St to Business Park Dr	0.14	100%	\$	586,000
	B-19	2U (50)	Technology Drive (2)	Technology Drive (existing) to City Limits	0.46	100%	\$	1,885,000
В	B-20	2U (50)	Walnut Street	Martin Luther King Dr to SH 21	0.22	100%	\$	907,000
	B-21	4D (80)	Jackson St (2)	SH 21 to South St	0.25	100%	\$	500,000
	B-22	3U (56)	Lovers Ln	City Limits to College St	0.29	100%	\$	10,000,000
	B-23	2U (50)	Mauna Loa Ln (2)	Briar Forest Dr to Tahitian Dr	0.23	100%	\$	300,000
	B-24	3U (56)	Mesquite St (3)	Wilson St to SH 95	0.52	100%	\$	300,000
	B-25	4D (110)	SH 95 (1)	Mesquite St to 700' S of Mesquite St	0.13	100%	\$	300,000
	B-26	4D (110)	SH 95 (2)	700' S of Mesquite St to Hawthorne St	0.51	100%	\$	2,000,000
	B-27	4D (110)	SH 95 (3)	Hawthorne St to Cedar St	0.30	100%	\$	2,000,000
	B-28	4D (110)	SH 95 (4)	Cedar St to Spring St	0.36	100%	\$	754,000
	B-29	4D (110)	SH 95 (5)	Farm St to Chestnut St/SH 21	0.16	100%	\$	348,000
	B-30	3U (56)	South Street (3)	650' W of Jackson St to 1,200' E of Jackson St	0.32	100%	\$	1,544,000
	B-31	4D (110)	SH 21 (1)	Chestnut St to Walnut St	0.30	100%	\$	632,000
	B-32	4D (110)	SH 21 (2)	Walnut St to SH 21 WBFR	0.43	100%	\$	902,000
	B-33	4D (110)	SH 95 (6)	SH 21 WBFR to SH 21 EBFR	0.11	100%	\$	232,000
				Intersection Improvements				
	I-8	-	Mesquite St & SH 95	Traffic Signal	-	100%	\$	500,000
	I-9	-	SH 95 & Cedar St	Traffic Signal	-	100%	\$	500,000
				Service Area Roadway	Project Co	st Subtotal	\$ 4	45,571,000
				Service Area Intersection	Project Co	st Subtotal	\$	1,000,000
				2023 Transportation Impact Fee Study C	3		-	39,980
				Total Cost in SE				46,610,980
		,		Total Cost III SE	NVICE.	ANEA B	J 4	10,010,200

Notes:

a. The planning level cost projections have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Planning within the City of Bastrop.

b. The planning level cost projections shall not supersede the City's design standards contained within the Subdivision Ordinance or the determination of the City Engineer for a specific project.

c. The project cost total within Service Area may differ from the total shown in the Summary sheets contained within Appendix C due to some projects that are split between City limits and ETJ.



E. SERVICE UNIT CALCULATION

The basic service unit for the computation of Bastrop's Transportation Impact Fees is the vehiclemile of travel during the afternoon peak-hour. To determine the cost per service unit, it is necessary to project the growth in vehicle-miles of travel for the service area for the ten-year period.

The growth in vehicle-miles from 2023 to 2033 is based upon projected changes in residential and non-residential growth for the period. In order to determine this growth, baseline estimates of population, basic square feet, service square feet, and retail square feet for 2023 were made by the City, along with projections for each of these demographic statistics through 2033. The **Land Use Assumptions** section of this report details the growth estimates used for the impact fee determination.

The residential and non-residential statistics in the Land Use Assumptions provide the "independent variables" that are used to calculate the existing (2023) and projected (2033) transportation service units used to establish the Transportation Impact Fee maximum rates within each service area. The roadway demand service units (vehicle-miles) for each service area are the sum of the vehicle-miles "generated" by each category of land use in the service area.

For the purpose of impact fees, all developed and developable land is categorized as either residential or non-residential. For residential land uses, the existing and projected population is converted to dwelling units. The number of dwelling units in each service area is multiplied by a transportation demand factor to compute the vehicle-miles of travel that occur during the afternoon peak hour. This factor computes the average amount of demand caused by the residential land uses in the service area. The transportation demand factor is discussed in more detail below.

For non-residential land uses, the process is similar. The Land Use Assumptions provide existing and projected number of building square footages for three categories of non-residential land uses – basic, service, and retail. These categories correspond to an aggregation of other specific land use categories based on the North American Industrial Classification System (NAICS).



Building square footage is the most common independent variable for the estimation of nonresidential trips in the Institute of Transportation Engineers' (ITE) Trip Generation Manual, 11th Edition. This characteristic is more appropriate than the number of employees because building square footage is tied more closely to trip generation and is known at the time of application for any development or development modification that would require the assessment of an impact fee.

The existing and projected Land Use Assumptions for the dwelling units and the square footage of basic, service, and retail land uses provide the basis for the projected increase in vehiclemiles of travel. As noted earlier, a transportation demand factor is applied to these values and then summed to calculate the total peak hour vehicle-miles of demand for each service area.

The transportation demand factors are aggregate rates derived from two sources – the ITE Trip Generation Manual, 11th Edition and the Replica online platform. ITE's Trip Generation Manual, 11th Edition provides the number of trips that are produced or attracted to the land use for each dwelling unit, square foot of building, or other corresponding unit. For the retail category of land uses, the rate is adjusted to account for the fact that a percentage of retail trips are made by people who would otherwise be traveling past that particular establishment anyway, such as a trip between work and home. These trips are called *pass-by trips*, and since the travel demand is accounted for in the land use calculations relative to the primary trip, it is necessary to discount the retail rate to avoid double counting trips.

The next component of the transportation demand factor accounts for the length of each trip. The average trip length for each category is based on the region-wide travel characteristics determined through the Replica online platform. This database serves as an activity-based travel demand model from which several travel parameters can be extracted based on a combination of existing data and projected traffic conditions. Trips tied to lodging, recreational, and industrial land uses were assumed by considering traffic both entering Bastrop County. Trips for all remaining land uses were assumed to be exclusively within the City and County limits.



The computation of the transportation demand factor is detailed in the following equation:

$$TDF = T * (1 - P_b) * L_{max}$$

where... $L_{max} = min(L * OD \text{ or } SA_L)$

Variables:

TDF	= Transportation Demand Factor
Т	= Trip Rate (peak hour trips / unit)
Рь	= Pass-By Discount (% of trips)
L _{max}	= Maximum Trip Length (miles)
L	= Average Trip Length (miles)
OD	= Origin-Destination Reduction (50%)
SAL	= Max Service Area Trip Length (see Table 8)

For land uses which are characterized by longer average trip lengths (primarily residential uses), the maximum trip length has been limited to a length based on the nature of the roadway network within the service area, along with consideration of the existing City boundaries. Although Chapter 395 of the Texas Local Government Code allows for a service area diameter of six miles, the longest trip length along Bastrop's roadway network is approximately five miles. Therefore, the maximum trip length was assumed to be five miles.

The adjustment made to the average trip length statistic in the computation of the maximum trip length is the origin-destination reduction. This adjustment is made because the Transportation Impact Fee is charged to both the origin and destination end of the trip. For example, impact fee methodology will account for a trip from home to work within Bastrop to both residential and non-residential land uses. To avoid counting these trips as both residential and non-residential trips, a 50% origin-destination (OD) reduction factor is applied. Therefore, only half of the trip length is assessed to each land use. This methodology is consistent with that used in the National Household Travel Survey.

Table 8 shows the derivation of the Transportation Demand Factor for the two residential land

 use and the three non-residential land use categories for each service area. The values utilized





for all variables shown in the transportation demand factor equation are also shown in the table.

Variable	Single-Family	Multifamily	Basic	Service	Retail
Т	0.94	0.39	0.65	1.44	3.40
Рь	0%	0%	0%	0%	29%
L	7.81	7.81	13.20	7.04	5.83
L _{max} *	3.91	3.91	6.00	3.52	2.92
TDF	3.68	1.52	3.90	5.07	7.04

Table 8. Transportation Demand Factor Calculations

The application of the demographic projections and the transportation demand factors are presented in the 10-Year Growth Projections in **Table 9**. This table shows the total growth in vehicle-miles by service area for the years 2023 and 2033. These estimates and projections lead to the Vehicle-Miles of Travel for both 2023 and 2033.





Table 9. 10-Year Growth Projections

2023 - 2033 Growth Projections¹

SERVICE		RESIDEN	ITIAL VEHICLI	E-MILES		NON-RES	IDENTIAL SQUA	RE FEET⁵	TRANS	. DEMAND F	ACTOR ⁶	NON-RE	SIDENTIA	VEHICLE	-MILES ¹⁰	TOTAL
AREA	Single Family Units	$\frac{\text{Trip Rate}}{\text{TDF}^2}$	Multi Family Units	Trip Rate		BASIC	SERVICE	RETAIL	BASIC ⁷	SERVICE8	RETAIL ⁹	BASIC	SERVICE	RETAL	TOTAL	VEHICLE MILES ¹¹
		0.94		0.39					0.65	1.44	2.41					
Α	1,078	3.68	3,470	1.52	9,241	0	491,000	2,347,000	3.90	5.07	7.04	0	2,489	16,523	19,012	28,253
В	1,780	3.00	1,575	1.52	8,944	2,170,000	217,000	949,000	3.90	5.07	7.04	8,463	1,100	6,681	16,244	25,188
Totals	2,858		5,045		18,186	2,170,000	708,000	3,296,000				8,463	3,589	23,204	35,256	53,442

VEHICLE-MILES OF INCREASE (2023 - 2033)

SERVICE AREA	VEH-MILES	
Α	28,253	
В	25,188	

Notes:

¹ From *Chapter 1: Land Use Assumptions*

² Transportation Demand Factor for each Service Area (from LUVMET) using Single-Family Detached Housing land use and trip generation rate

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³ Transportation Demand Factor for each Service Area (from LUVMET) using Multifamily Housing (Mid-Rise) land use and trip generation rate

⁴ Calculated by multiplying TDF by the number of dwelling units

⁵ From Chapter 1: Land Use Assumptions

⁶ Trip generation rate and Transportation Demand Factors from LUVMET for each land use

⁷ 'Basic' corresponds to General Light Industrial land use and trip generation rate

⁸ 'Service' corresponds to General Office Building land use and trip generation rate

⁹ 'Retail' corresponds to Shopping Center (>150k) land use and trip generation rate

¹⁰ Calculated by multiplying Transportation Demand Factor by the number of thousand square feet for each land use

¹¹ Residential plus non-residential vehicle-mile totals for each Service Area



5. TRANSPORTATION IMPACT FEE CALCULATION

A. MAXIMUM ASSESSABLE IMPACT FEE PER SERVICE UNIT

This section presents the maximum assessable impact fee rate calculated for each service area. The maximum assessable impact fee is the sum of the eligible Transportation Impact Fee CIP costs for the service area divided by the growth in travel attributable to new development projected to occur within the ten-year period. A majority of the components of this calculation have been described and presented in previous sections of this report. The purpose of this section is to document the computation for each service area and to demonstrate that the guidelines provided by Chapter 395 of the Texas Local Government Code have been addressed. **Table 10** illustrates the computation of the maximum assessable impact fee computed for each service area. Each row in the table is numbered to simplify explanation of the calculation.

Table 10. Maximum Assessable Transportation Impact Fee Computation

Line	Title	Description
	Total Vehicle-Miles of	The total number of vehicle-miles added to the service area based
1	Capacity Added by the	on the capacity, length, and number of lanes in each project (from
	Impact Fee CIP	Appendix A – TIF CIP Units of Supply)

Each project identified in the CIP will add a certain amount of capacity to the City's roadway network based on its length and classification. This line displays the total amount added within each service area.

2	Total Vehicle-Miles of Existing Demand	A measure of the amount of traffic currently using the roadway facilities upon which capacity is being added. (from Appendix A – TIF CIP Units of Supply)
---	---	---

A number of facilities identified in the CIP have traffic currently utilizing a portion of their existing capacity. This line displays the total amount of capacity along these facilities currently being used by existing traffic.

3	Total Vehicle-Miles of Existing Deficiencies	Number of vehicle-miles of travel that are not accommodated by the existing roadway system (from Appendix B – Existing Roadway Facilities Inventory)
---	---	---

A number of facilities identified in the CIP have traffic currently utilizing a portion of their existing capacity. This line displays the total amount of excess traffic over capacity on existing facilities to be deducted as recoverable from capacity expansions in the TIF CIP.



4	Net Amount of Vehicle-	A measurement of the amount of vehicle-miles added by the RIF CIP
4	Miles of Capacity Added	that will not be utilized by existing demand (Line 1 – Line 2– Line 3)

This calculation identifies the portion of the RIF CIP (in vehicle-miles) that may be recoverable through the collection of impact fees.

5	Total Cost of the Roadway CIP within the	The total cost of the Roadway projects within each service area (from Tables 6-7 : 10-Year RIF CIP with Conceptual Level Cost Opinions)
·	Service Area	

This line simply identifies the total cost of all of the Roadway projects identified in each service area.

6	Cost of Net Capacity Supplied	The total RIF CIP cost (Line 5) prorated by the ratio of Net Capacity Added (Line 4) to Total Capacity Added (Line 1). [(Line 4 / Line 1) * (Line 5)]
---	----------------------------------	---

Using the ratio of vehicle-miles added by the RIF CIP available to serve future growth to the total vehiclemiles added, the total cost of the RIF CIP is reduced to the amount available for future growth (i.e. excluding existing usage and deficiencies).

7	Cost to Meet Existing Needs and Usage	The difference between the Total Cost of the <u>Roadway</u> Impact Fee CIP (Line 5) and the Cost of the Net Capacity supplied (Line 6) (Line 5 – Line 6)
---	--	--

This line is provided for information purposes only – it is to present the portion of the total cost of the RIF CIP that is required to meet existing demand.

	Total Vehicle-Miles of	Based upon the growth projection provided in the Land Use
8	New Demand over Ten	Assumptions, an estimate of the number of new vehicle-miles within the
	Years	service area over the next ten years (from Table 9).

This line presents the amount of growth (in vehicle-miles) projected to occur within each service area over the next ten years.

9	Percent of <u>Roadway</u> Capacity Added Attributable to New Growth	The result of dividing Total Vehicle-Miles of New Demand (Line 8) by the Net Amount of Capacity Added (Line 4), limited to 100%. This calculation is required by Chapter 395 to ensure capacity added is attributable to new growth. (Line 8 / Line 4)
10	Chapter 395 Check	

In order to ensure that the vehicle-miles added by the Roadway CIP do not exceed the amount needed to accommodate growth beyond the ten-year window, a comparison of the two values is performed. If the amount of vehicle-miles added by the Roadway CIP exceeds the growth projected to occur in the next ten years, the Roadway CIP cost is reduced accordingly.



	Cost of <u>Roadway</u> CIP	The result of multiplying the Cost of Net Capacity Added (Line 6) by
11	Attributable to New	the Percent of Capacity Added Attributable to New Growth, limited
	Growth	to 100% (Line 10). (Line 6 * Line 10)

This value is the total CIP Roadway project costs (excluding financial costs) that may be recovered through impact fees. This line is determined considering the limitations to impact fees required by the Texas legislature.

	Total Cost of the	The total cost of the Intersection projects within each service area
12	Intersection CIP within the	(from Tables 6-7: 10-Year Intersection CIP with Conceptual Level
	Service Area	Cost Opinions).

This line simply identifies the total cost of all the intersection projects identified in each service area.

	Percent of <u>Intersection</u> Capacity Added	The result of dividing Total Vehicle-Miles of New Demand (from Table 9) by the Total Vehicle-Miles of Existing and New Demand in
13	Attributable to New Growth	each service area. (see Land Use Assumptions)

In order to ensure that the capacity added by the Intersection CIP does not exceed the amount needed to accommodate growth beyond the ten-year window, the anticipated vehicle-mile growth in each service area is calculated as a percentage of the vehicle-miles.

14	Cost of <u>Intersection</u> RIF CIP Attributable to New Growth	The result of multiplying the Cost of the Intersection RIF CIP (Line 12) by the Percent of Intersection Capacity Added Attributable to New Growth (Line 13). (Line 12 * Line 13)
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This value is the total Intersection CIP project cost (excluding financial costs) that may be recovered through impact fees.

15	Cost of Total RIF CIP Attributable to New Growth	The result of adding the Cost of the <u>Roadway</u> CIP Attributable to new growth (Line 11) to the Cost of the <u>Intersection</u> CIP Attributable to new growth (Line 14) less credits for previous contributions. (Line 11 + Line 14)
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This value is the Total RIF CIP project cost (including the study cost) that may be recovered through impact fees. This line is determined considering the limitations to impact fees required by the Texas legislature.



B. PLAN FOR AWARDING THE TRANSPORTATION IMPACT FEE CREDIT

Chapter 395 of the Texas Local Government Code requires the Capital Improvements Plan for Transportation Impact Fees to contain specific enumeration of a plan for awarding the impact fee credit. Section 395.014 of the Code requires:

- (A) "a credit for the portion of ad valorem tax and utility service revenues generated by new service units during the program period that is used for the payment of improvements, including the payment of debt, that are included in the capital improvements plan; or
- (B) In the alternative, a credit equal to 50 percent of the total projected cost of implementing the capital improvements plan..."

The plan is summarized in **Appendix D** (Summary of Transportation Impact Fee Credit Determination) and **Appendix E** (Transportation Impact Fee Credit Determination Supporting Exhibits). The following table summarizes the portions of **Table 11** that utilize this credit calculation.

Line	Title	Description
16	Financing Costs	(from Appendix D – Summary of Transportation Impact Fee Credit Determination)
17	Interest Earnings	(from Appendix D – Summary of Transportation Impact Fee Credit Determination)
18	Cost of the Total Transportation Impact Fee CIP and Financing Attributable to New Growth	The sum of the Cost of Capacity Added Attributable to New Growth, Financing Costs, less Interest Earnings. (Line 15 + Line 16 – Line 17)
19	Pre-Credit Maximum Fee Per Service Unit	Found by dividing the Cost of the CIP and Financing Attributable to New Growth (Line 18) by the Total Vehicle-Miles of New Demand Over Ten Years (Line 8). (Line 18 / Line 8)
20	Credit for Ad Valorem Taxes	A credit for the portion of ad valorem taxes projected to be generated by the new service units, as per Section 395.014 of the Local Government Code. (from Appendix E – Transportation Impact Fee Credit Determination Supporting Exhibits)
21	Recoverable Cost of the Transportation Impact Fee CIP and Financing	The difference between the Cost of the CIP and Financing Attributable to New Growth (Line 18) and the Credit for Ad Valorem Taxes (Line 20). (Line 18 - Line 20)
22	Maximum Assessable Fee Per Service Unit	Found by dividing the Recoverable Cost of the RIF CIP and Financing (Line 21) by the Total Vehicle-Miles of New Demand Over Ten Years (Line 5). (Line 21 / Line 5)



	SERVICE AREA:	SA A	SA B		
		51111	SILD		
1	TOTAL VEH-MI OF CAPACITY ADDED BY THE IMPACT FEE CIP (FROM CIP UNITS OF SUPPLY, APPENDIX B)	19,958	19,511		
2	TOTAL VEH-MI OF EXISTING DEMAND (FROM CIP UNITS OF SUPPLY, APPENDIX B)	2,124	5,189		
3	TOTAL VEH-MI OF EXISTING DEFICIENCIES (FROM EXISTING ROADWAY FACILITIES INVENTORY, APPENDIX C)	34	490		
4	NET AMOUNT OF VEH-MI OF CAPACITY ADDED (LINE 1 - LINE 2 - LINE 3)	17,800	13,832		
5	TOTAL COST OF THE TRANSPORTATION IMPACT FEE CIP AND STUDY WITHIN THE SERVICE AREA (FROM TABLES 6-7)	\$49,294,580	\$45,610,980		
6	COST OF NET CAPACITY SUPPLIED (LINE 4 / LINE 1) * (LINE 5)	\$43,964,502	\$32,335,148		
7	COST TO MEET EXISTING NEEDS AND USAGE (LINE 5 - LINE 6)	\$5,330,078	\$13,275,832		
8	TOTAL VEH-MI OF NEW DEMAND OVER 10 YEARS (FROM TABLE9 AND LAND USE ASSUMPTIONS)	28,253	25,188		
9	PERCENT OF CAPACITY ADDED ATTRIBUTABLE TO GROWTH (LINE 8 / LINE 4)	E TO GROWTH 158.7%			
10	CHAPTER 395 CHECK (IF LINE 8 > LINE 4, REDUCE LINE 9 TO 100%, OTHERWISE NO CHANGE)	100.0%	100.0%		
11	COST OF CAPACITY ADDED ATTRIBUTABLE TO NEW GROWTH (LINE 6 * LINE 10)	\$43,964,502	\$32,335,148		
12	TOTAL COST OF THE INTERSECTION IMPACT FEE CIP WITHIN SERVICE AREA (FROM TABLES 6-7)	\$25,900,000	\$1,000,000		
13	PERCENT OF INTERSECTION CAPACITY ADDED A TTRIBUTA BLE TO GROWTH (FROM TABLE9 AND LAND USE ASSUMPTIONS)	100.0%	94.7%		
14	COST OF INTERSECTION IMPACT FEE CIP A TTRIBUTA BLE TO GROWTH (LINE 12 * LINE 13)	\$25,900,000	\$947,472		
15	COST OF TOTAL RECOVERABLE TRANSPORTATION IMPACT FEE CIP A TTRIBUTABLE TO GROWTH (LINE 11 + LINE 14)	\$69,864,502	\$33,282,620		
16	FINANCING COSTS (FROM SUMMARY OF TRANSPORTATION IMPACT FEE CREDIT DETERMINATION, APPENDIX D)	\$23,960,997	\$13,433,698		
17	INTEREST EARNINGS (FROM SUMMARY OF TRANSPORTATION IMPACT FEE CREDIT DETERMINATION, APPENDIX D)	\$10,391,403	\$5,825,510		
18	COST OF THE TOTAL TRANSPORTATION IMPACT FEE CIP AND FINANCING ATTRIBUTABLE TO GROWTH (LINE 15 + LINE 16 - LINE 17)	\$83,434,096	\$40,890,808		
19	PRE-CREDIT MAXIMUM FEE PER SERVICE UNIT (\$ PER VEH-MI) (LINE 18 / LINE 8)	\$2,953	\$1,623		
20	CREDIT FOR AD VALOREM TAXES (FROM TRANSPORTATION IMPACT FEE CREDIT DETERMINATION SUPPORTING EXHIBITS, APPENDIX E)	\$6,540,887	\$5,253,524		
21	RECOVERA BLE COST OF THE TRANSPORTATION IMPACT FEE CIP AND FINANCING (LINE 18 - LINE 20)	\$76,893,209	\$35,637,284		
22	MAXIMUM ASSESSABLE FEE PER SERVICE UNIT (\$ PER VEH-MI) (LINE 21 / LINE 8)	\$2,721	\$1,414		



C. SERVICE UNIT DEMAND PER UNIT OF DEVELOPMENT

The Transportation Impact Fee is determined by multiplying the impact fee rate by the number of service units projected for the proposed development. For this purpose, the City utilizes the Land Use/Vehicle-Mile Equivalency Table (LUVMET), presented in **Table 12**. This table lists the predominant land uses that may occur within the City of Bastrop. For each land use, the development unit that defines the development's magnitude with respect to transportation demand is shown. Although every possible use cannot be anticipated, the majority of uses are found in this table. If the exact use is not listed, one similar in trip-making characteristics can serve as a reasonable proxy. The individual land uses are grouped into categories, such as residential, office, commercial, industrial, and institutional.

The trip rates presented for each land use are a fundamental component of the LUVMET. The trip rate is the average number of trips generated during the afternoon peak hour by each land use per development unit. The next column, if applicable to the land use, presents the number of trips to and from certain land uses reduced by pass-by trips, as previously discussed.

The source of the trip generation and pass-by statistics is ITE's Trip Generation Manual, 11th Edition, the latest edition of the definitive source for trip generation data. This manual utilizes trip generation studies for a variety of land uses throughout the United States, and is the standard used by traffic engineers and transportation planners for traffic impact analysis, site design, and transportation planning.

To convert vehicle trips to vehicle-miles, it is necessary to multiply trips by trip length. The adjusted trip length values are based on the region-wide travel characteristics determined by the Replica online travel demand model. The other adjustment to trip length is the 50% origin-destination reduction to avoid double counting of trips. At this stage, another important aspect of the state law is applied – the limit on transportation service unit demand. If the adjusted trip length is above the maximum service area trip length, the maximum trip length used for calculation is reduced. This reduction, as discussed previously, limits the maximum trip length to the approximate size of the service areas.



The remaining column in the LUVMET shows the vehicle-miles per development unit. This number is the product of the trip rate and the maximum trip length. This number, previously referred to as the Transportation Demand Factor, is used in the impact fee estimate to compute the number of service units attributed to each land use category. The number of service units is multiplied by the impact fee rate (established by City ordinance) in order to determine the impact fee for a development.



Land Use Category	ITE Land Use Code	Development Unit	Trip Gen Rate (PM)	Pass-by Rate	Pass-by Source	Trip Rate	Trip Length (mi)	Adj. For O-D	Adj. Trip Mength (mi)	Max Trip Length (mi)	Veh-Mi Per Dev- Unit
										6.00	
PORT AND TERMINAL											
Truck Terminal	30	1,000 SF GFA	1.87	0%		1.87	13.20	50%	6.60	6.00	11.22
INDUSTRIAL											
General Light Industrial	110	1,000 SF GFA	0.65	0%		0.65	13.20	50%	6.60	6.00	3.90
Industrial Park	130	1,000 SF GFA	0.34	0%		0.34	13.20	50%	6.60	6.00	2.04
Warehousing	150	1,000 SF GFA	0.18	0%		0.18	13.20	50%	6.60	6.00	1.08
Mini-Warehouse	151	1,000 SF GFA	0.15	0%		0.15	13.20	50%	6.60	6.00	0.90
RESIDENTIAL											
Single-Family Detached Housing	210	Dwelling Unit(s)	0.94	0%		0.94	7.81	50%	3.91	3.91	3.68
Single-Family Attached Housing	215	Dwelling Unit(s)	0.57	0%		0.57	7.81	50%	3.91	3.91	2.23
Multifamily Housing (Low-Rise)	220	Dwelling Unit(s)	0.51	0%		0.51	7.81	50%	3.91	3.91	1.99
Multifamily Housing (Mid-Rise)	221	Dwelling Unit(s)	0.39	0%		0.39	7.81	50%	3.91	3.91	1.52
Multifamily Housing (High-Rise)	222	Dwelling Unit(s)	0.32	0%		0.32	7.81	50%	3.91	3.91	1.25
Senior Adult Housing-Detached	251	Dwelling Unit(s)	0.30	0%		0.30	7.81	50%	3.91	3.91	1.17
Senior Adult Housing-Attached	252	Dwelling Unit(s)	0.25	0%		0.25	7.81	50%	3.91	3.91	0.98
Assisted Living	254	Bed(s)	0.24	0%		0.24	7.81	50%	3.91	3.91	0.94
LODGING										1	
Hotel	310	Room(s)	0.59	0%		0.59	6.41	50%	3.20	3.20	1.89
Motel	320	Room(s)	0.36	0%		0.36	6.41	50%	3.20	3.20	1.15
RECREATIONAL											
Campground/RV Park	416	Occupied Campsites	0.27	0%		0.27	10.95	50%	5.47	5.47	1.48
Golf Driving Range	432	Driving Position(s)	1.25	0%		1.25	10.95	50%	5.47	5.47	6.84
Golf Course	430	Hole(s)	2.91	0%		2.91	10.95	50%	5.47	5.47	15.92
Recreational Community Center	495	1,000 SF GFA	2.50	0%		2.50	10.95	50%	5.47	5.47	13.68
Ice Skating Rink	465	1,000 SF GFA	1.33	0%		1.33	10.95	50%	5.47	5.47	7.28
Miniature Golf Course	431	Hole(s)	0.33	0%		0.33	10.95	50%	5.47	5.47	1.81
Multiplex Movie Theater	445	Screen(s)	13.96	0%		13.96	10.95	50%	5.47	5.47	76.36
Racquet/Tennis Club	491	Court(s)	3.82	0%		3.82	10.95	50%	5.47	5.47	20.90
INSTITUTIONAL		× /									
Elementary School	520	Student(s)	0.16	0%		0.16	1.67	50%	0.83	0.83	0.13
Middle School/Junior High School	520	Student(s)	0.15	0%		0.15	1.67	50%	0.83	0.83	0.13
High School	525	Student(s)	0.14	0%		0.13	1.67	50%	0.83	0.83	0.12
Church	560	1,000 SF GFA	0.49	0%		0.49	1.51	50%	0.75	0.05	0.12
Day Care Center	565	1,000 SF GFA	11.12	44%	С	6.23	1.67	50%	0.83	0.83	5.17
University/College	550	Student(s)	0.15	0%		0.15	1.67	50%	0.83	0.83	0.12
MEDICAL		Staten(5)	0.12	0/0			1.07	20/0	0.05	0.05	0.12
Clinic	630	1,000 SF GFA	3.69	0%		3.69	5.99	50%	3.00	3.00	11.07
Hospital	610	1,000 SF GFA	0.86	0%		0.86	5.99	50%	3.00	3.00	2.58
Nursing Home	620	Bed(s)	0.80	0%		0.80	5.99	50%	3.00	3.00	0.42
Animal Hospital/Veterinary Clinic	640	1,000 SF GFA	3.53	30%	В	2.47	5.99	50%	3.00	3.00	7.41
Animar nospital/veterinary Clinic	040	1,000 SF GFA	5.55	3070	в	2.47	J.77	5070	5.00	5.00	7.41

Table 12. Land-Use Vehicle-Mile Equivalency Table (LUVMET)



Table 12. Land-Use Vehicle-Mile Equivalency Table (LUVMET) (Continued)

Land Use Category	ITE Land Use Code	Development Unit	Trip Gen Rate (PM)	Pass-by Rate	Pass-by Source	Trip Rate	Trip Length (mi)	Adj. For O-D	Adj. Trip Mength (mi)		Veh-Mi Per Dev- Unit
OFFICE											
Corporate Headquarters Building	714	1,000 SF GFA	1.30	0%		1.30	7.04	50%	3.52	3.52	4.58
General Office Building	710	1,000 SF GFA	1.44	0%		1.44	7.04	50%	3.52	3.52	5.07
Medical-Dental Office Building	720	1,000 SF GFA	3.93	0%		3.93	7.04	50%	3.52	3.52	13.83
Single Tenant Office Building	715	1,000 SF GFA	1.76	0%		1.76	7.04	50%	3.52	3.52	6.20
Office Park	750	1,000 SF GFA	1.30	0%		1.30	7.04	50%	3.52	3.52	4.58
COMMERCIAL											
Automobile Related							1				
Automobile Care Center	942	1,000 SF GFA	3.11	40%	В	1.87	5.83	50%	2.92	2.92	5.46
Automobile Parts Sales	843	1,000 SF GFA	4.90	43%	А	2.79	5.83	50%	2.92	2.92	8.15
Gasoline/Service Station	944	Fueling Position(s)	13.91	57%	С	5.98	1.51	50%	0.75	0.75	4.49
Gasoline Station w/ Convenience Market	945	Fueling Position(s)	18.42	56%	В	8.10	1.51	50%	0.75	0.75	6.08
Automobile Sales (New)	840	1,000 SF GFA	2.42	20%	В	1.94	5.83	50%	2.92	2.92	5.66
Quick Lubrication Vehicle Shop	941	Servicing Position(s)	4.85	40%	В	2.91	5.83	50%	2.92	2.92	8.50
Automated Car Wash	948	Car Wash Tunnel(s)	77.50	40%	В	46.50	1.51	50%	0.76	0.76	35.34
Tire Store	848	1,000 SF GFA	2.09	25%	С	1.57	5.83	50%	2.92	2.92	4.58
Dining											
Fast-Food Restaurant w/ D.T.	934	1,000 SF GFA	33.03	50%	А	16.52	1.55	50%	0.78	0.78	12.89
Fast-Food Restaurant w/o D.T.	933	1,000 SF GFA	33.21	50%	В	16.61	1.55	50%	0.78	0.78	12.96
High-Turnover (Sit-Down) Restaurant	932	1,000 SF GFA	9.05	43%	А	5.16	1.55	50%	0.78	0.78	4.02
Quality Restaurant	931	1,000 SF GFA	7.80	44%	А	4.37	1.55	50%	0.78	0.78	3.41
Coffee/Donut Shop w/ D.T.	937	1,000 SF GFA	38.99	70%	А	11.70	1.55	50%	0.78	0.78	9.13
Other Retail			1						1		
Free Standing Discount Store	813	1,000 SF GFA	4.83	20%	С	3.86	5.83	50%	2.92	2.92	11.27
Nursery (Garden Center)	817	1,000 SF GFA	6.94	30%	В	4.86	5.83	50%	2.92	2.92	14.19
Home Improvement Superstore	862	1,000 SF GFA	2.29	42%	А	1.33	5.83	50%	2.92	2.92	3.88
Pharmacy/Drugstore w/o Drive-Through Window	880	1,000 SF GFA	8.51	53%	А	4.00	5.83	50%	2.92	2.92	11.68
Pharmacy/Drugstore w/ Drive-Through Window	881	1,000 SF GFA	10.25	49%	А	5.23	5.83	50%	2.92	2.92	15.27
Shopping Center (>150k SF)	820	1,000 SF GFA	3.40	29%	С	2.41	5.83	50%	2.92	2.92	7.04
Shopping Plaza (40-150k)	821	1,000 SF GFA	5.19	40%	С	3.11	5.83	50%	2.92	2.92	9.08
Strip Retail Plaza (<40k SF)	822	1,000 SF GFA	6.59	40%	В	3.95	5.83	50%	2.92	2.92	11.53
Supermarket	850	1,000 SF GFA	8.95	24%	С	6.80	5.83	50%	2.92	2.92	19.86
Toy/Children's Superstore	864	1,000 SF GFA	5.00	30%	В	3.50	5.83	50%	2.92	2.92	10.22
Department Store	875	1,000 SF GFA	1.95	30%	В	1.37	5.83	50%	2.92	2.92	4.00
SERVICES			1								
Walk-In Bank	911	1,000 SF GFA	12.13	40%	В	7.28	6.11	50%	3.05	3.05	22.20
Drive-In Bank	912	Drive-In Lane(s)	21.01	35%	A	13.66	6.11	50%	3.05	3.05	41.66
Hair Salon	918	1,000 SF GLA	1.45	30%	B	1.02	6.11	50%	3.05	3.05	3.11

Key to Sources of Pass-by Rates:

A: ITE Trip Generation Handbook 3rd Edition (September 2017)

B: Estimated by Kimley-Horn based on ITE rates for similar categories C: 2021 Pass-By Tables for ITETripGen Appendices



6. SAMPLE CALCULATIONS

The following section details two examples of maximum assessable Transportation Impact Fee calculations.

Example 1: Development Type - One Unit of Single-Family Housing in Service Area B

	Transportation Impact Fee Calculation Steps – Example 1						
	Determine Development Unit and Vehicle-Miles Per Development Unit						
Step	From Table 12 [Land Use – Vehicle-Mile Equivalency Table]						
Jiep 1	Development Type: 1 Dwelling Unit of Single-Family Detached Housing						
	Number of Development Units: 1 Dwelling Unit						
	Veh-Mi Per Development Unit: 3.68						
Step	Determine Maximum Assessable Impact Fee Per Service Unit						
2 2	From Table 11, Line 22 [Maximum Assessable Fee Per Service Unit]						
∠	Service Area B: \$1,414						
	Determine Maximum Assessable Impact Fee						
Step	Impact Fee = # of Development Units * Veh-Mi Per Dev Unit * Max. Fee Per Service Unit						
3	Impact Fee = 1 * 3.68 * \$1,414						
	Maximum Assessable Impact Fee = \$5,203.52						

Example 2:

Development Type – 125,000 SF Home Improvement Superstore in Service Area B

	Transportation Impact Fee Calculation Steps – Example 2					
	Determine Development Unit and Vehicle-Miles Per Development Unit					
Step	From Table 12 [Land Use – Vehicle-Mile Equivalency Table]					
1	Development Type: 125,000 square feet of Home Improvement Superstore					
	Development Unit: 1,000 square feet of Gross Floor Area					
	Veh-Mi Per Development Unit: 3.88					
Step	Determine Maximum Assessable Impact Fee Per Service Unit					
2	From Table 11, Line 22 [Maximum Assessable Fee Per Service Unit]					
-	Service Area B: \$1,414					
	Determine Maximum Assessable Impact Fee					
Step	Impact Fee = # of Development Units * Veh-Mi Per Dev Unit * Max. Fee Per Service Unit					
3	Impact Fee = 125 * 3.88 * \$1,414					
	Maximum Assessable Impact Fee = \$685,790.00					



7. CONCLUSION

The City of Bastrop has established a process to implement the assessment and collection of Transportation Impact Fees through the adoption of an impact fee ordinance that is consistent with Chapter 395 of the Texas Local Government Code.

This report establishes the maximum allowable Transportation Impact Fee that could be assessed by the City of Bastrop within each service area. The maximum assessable Transportation Impact Fees calculated in this report are as shown below:

Service Area	A	В
2023 Maximum Assessable Fee Per Service Unit (\$/Veh-mi)	\$2,721	\$1,414

This document serves as a guide to the assessment of Transportation Impact Fees pertaining to future development and the City's need for roadway improvements to accommodate that growth. Following the public hearing process, the City Council may establish an amount to be assessed (if any) up to the maximum established within this report and update the Transportation Impact Fee Ordinance accordingly.

In conclusion, it is our opinion that the data and methodology used in this update are appropriate and consistent with Chapter 395 of the Texas Local Government Code. Furthermore, the Land Use Assumptions and the proposed Capital Improvement Plan are appropriately incorporated into the process.



Kimley »Horn

- 8. APPENDICES
 - A. CIP SERVICE UNITS OF SUPPLY
 - **B. EXISTING ROADWAY FACILITIES INVENTORY**
 - C. CONCEPTUAL LEVEL PROJECT COST PROJECTIONS
 - D. SUMMARY OF TRANSPORTATION IMPACT FEE CREDIT DETERMINATION
 - E. TRANSPORTATION IMPACT FEE CREDIT DETERMINATION SUPPORTING EXHIBITS





A. CIP SERVICE UNITS OF SUPPLY

City of Bastrop - 2023 Transportation Impact Fee Study CIP Service Units of Supply

Service Area A

0011100												
Project ID #	ROADWAY	LIMITS	LENGTH (MI)	LANES	IMPACT FEE CLASSIFICATION	PEAK HOUR VOLUME	% IN SERVICE AREA	VEH-MI CAPACITY PK-HR PER LN	VEH-MI SUPPLY PK-HR TOTAL	VEH-MI TOTAL DEMAND PK-HR	EXCESS CAPACITY PK-HR VEH-MI	TOTAL PROJECT COST
A-1	Agnes (1)	Bear Hunter Drive to Hunter's Crossing	0.46	4	4D_(80)	0	100%	725	1321	0	1,321	\$ 4,370,000
A-2	Agnes (2)	Hospital Drive to Schaefer Blvd	0.35	4	4D_(80)	0	100%	725	1005	0	1005	\$ 3,325,000
A-3	Bear Hunter Drive (1)	Bear Hunter Drive (existing) to 1,000' N of Shiloh Rd	0.42	4	4D_(80)	0	100%	725	1230	0	1230	\$ 4,069,000
A-4	Blakey Ln (1)	Edward Burleson Ln to 1,830' E of Edward Burleson Ln	0.35	2	2U_(50)	0	100%	425	295	0	295	\$ 1,423,000
A-5	Blakey Ln (2)	City Limits to Old Austin Highway	0.43	2	2U_(50)	0	100%	425	368	0	368	\$ 1,773,000
A-6	Greenleaf Fisk Dr	Bass Drive to Schaefer Blvd	0.57	3	3U_(56)	0	100%	525	890	0	890	\$ 2,664,000
A-7	Hasler Blvd (1)	Old Austin Hwy to Colorado River	0.26	4	4D_(80)	0	100%	725	761	0	761	\$ 2,518,000
A-8	Marie St	Schaefer Blvd to Hasler Blvd	0.25	2	2U_(50)	0	100%	425	214	0	214	\$ 1,032,000
A-9	Orchard Pkwy	SH 71 to Hunters Point Drive	0.42	3	3U_(56)	0	100%	525	661	0	661	\$ 1,976,000
A-10	Agnes (3)	Schaefer Blvd to Childers Drive	0.60	4	4D_(80)	378	100%	725	1744	227	1,517	\$ 5,959,000
A-11	Edward Burleson	Blakey to SH 21 EBFR	0.32	4	4D_(80)	774	100%	725	931	248	683	\$ 2,862,000
A-12	FM 969 (1)	City Limits to Blakey Ln	0.46	5	4D_(110)	1,035	100%	900	2050	471	1,579	\$ 768,800
A-13	FM 969 (2)	Blakey Ln to State Highway 21	0.28	5	4D_(110)	683	100%	900	1278	194	1,084	\$ 479,600
A-14	Hasler Blvd (2)	Old Austin Hwy to SH 21	0.25	4	4D_(80)	914	100%	725	736	232	504	\$ 2,516,000
A-15	Home Depot Way	Hunter's Crossing to SH 304	0.34	4	4D_(80)	17	100%	725	991	6	985	\$ 3,388,000
A-16	Agnes (4)	SH 304 to Hospital Drive	0.41	4	4D_(80)	17	100%	725	1175	7	1,168	\$ 3,614,000
A-17	Bear Hunter Drive (2)	State Highway 21 to Bear Hunter Drive (existing)	0.63	4	4D_(80)	63	100%	725	1815	39	1,776	\$ 5,582,000
A-18	SH 304	SH 21 EBFR to Hunters Point Dr	0.55	5	4D_(110)	1,264	100%	900	2493	700	1,793	\$ 935,200.00
SUBTOTAL									19,958	2,124	17,834	\$ 49,254,600
I-1	Highway 71 & FM 20	Traffic Signal					100%	-	-	-	-	\$ 500,000
I-2	FM 969 / Bear Hunter & SH 21	Overpass					100%	-	-	-	-	\$ 10,000,000
I-3	Edward Burleson Ln / SH 304 & SH 21	Intersection Improvements					100%	-	-	-	-	\$ 1,100,000
I-4	Hasler Blvd & SH 21	Intersection Improvements	INTERSECTION IMPROVEMENTS				100%	-	-	-	-	\$ 5,700,000
I-5	Loop 150 / Childers Dr & SH 21	Intersection Improvements	1			100%	-	-	-	-	\$ 4,600,000	
I-6	Agnes & Hasler	Roundabout						-	-	-	-	\$ 2,000,000
I-7	Old Austin & Loop 150	Roundabout	1				100%	-	-	-	-	\$ 2,000,000
SUBTOTAL							•					\$ 25,900,000
							0000 D				Service Area	\$ 30.080

2023 Roadway Impact Fee Study Cost Per Service Area \$ 39,980

TOTAL COST IN SERVICE AREA A \$ 75,194,580

8/3/2023

City of Bastrop - 2023 Transportation Impact Fee Study CIP Service Units of Supply

Service Area B

0011100	Alea D											6/20/2023
Project ID #	ROADWAY	LIMITS	LENGTH (MI)	LANES	IMPACT FEE CLASSIFICATION	PEAK HOUR VOLUME	% IN SERVICE AREA	VEH-MI CAPACITY PK-HR PER LN	VEH-MI SUPPLY PK-HR TOTAL	VEH-MI TOTAL DEMAND PK-HR	EXCESS CAPACITY PK-HR VEH-MI	TOTAL PROJECT COST
B-1	Carter St	Mesquite St to Magnolia St	0.17	2	2U (50)	0	100%	425	146	0	146	\$ 707,000
B-2	Chambers St	Cedar St to Farm St	0.29	2	2U_(50)	0	100%	425	243	0	243	\$ 1,172,000
B-3	Future Collector A	Pitt St to Future Collector B	0.22	2	2U_(50)	0	100%	425	185	0	185	\$ 893,000
B-4	Future Collector B	Lost Pines Ave to SH 71	0.19	2	2U_(50)	0	100%	425	159	0	159	\$ 764,000
B-5	Future Collector C	Technology Drive extension to City Limits	0.17	2	2U_(50)	0	100%	425	144	0	144	\$ 695,000
B-6	Future Collector D	Jackson St extension to 420' E of Jackson St extension	0.08	2	2U_(50)	0	100%	425	68	0	68	\$ 326,000
B-7	Hasler Blvd (3)	Colorado River to Willow St	0.29	4	4D_(80)	0	100%	725	851	0	851	\$ 2,817,000
B-8	Jackson St (1)	Jackson St (existing) to 1,260' S of Jackson St	0.24	4	4D_(80)	0	100%	725	695	0	695	\$ 2,299,000
B-9	Jasper St (1)	Jackson St to 930' E of Jackson St	0.18	2	2U_(50)	0	100%	425	150	0	150	\$ 722,000
B-10	Jasper St (2)	930' E of Jackson St to Hidden Hollow Ct	0.51	2	2U_(50)	0	100%	425	433	0	433	\$ 2,087,000
B-11	Majestic Pine Dr	Majestic Pine Dr (existing) to Mauna Loa Ln	0.10	2	2U_(50)	0	100%	425	84	0	84	\$ 404,000
B-12	Mauna Loa Ln (1)	Pine Lodge Dr to Briar Forest Dr	0.95	2	2U_(50)	0	100%	425	807	0	807	\$ 3,890,000
B-13	Mesquite St (1)	800' W of Wilson St to Wilson St	0.15	3	3U_(56)	0	100%	525	234	0	234	\$ 701,000
B-14	Mesquite St (2)	SH 95 to Piney Ridge Dr	0.41	3	3U_(56)	0	100%	525	653	0	653	\$ 1,954,000
B-15	Pitt St	SH 71 to Jasper St	0.10	2	2U_(50)	0	100%	425	83	0	83	\$ 401,000
B-16	South Street (1)	Lovers Lane to South St (existing)	0.33	3	3U_(56)	0	100%	525	519	0	519	\$ 1,553,000
B-17	South Street (2)	1,200' E of Jackson St to Mauna Loa Ln	0.21	3	3U_(56)	0	100%	525	333	0	333	\$ 996,000
B-18	Technology Drive (1)	Mill St to Business Park Dr	0.14	2	2U_(50)	0	100%	425	122	0	122	\$ 586,000
B-19	Technology Drive (2)	Technology Drive (existing) to City Limits	0.46	2	2U_(50)	0	100%	425	391	0	391	\$ 1,885,000
B-20	Walnut Street	Martin Luther King Dr to SH 21	0.22	2	2U_(50)	0	100%	425	188	0	188	\$ 907,000
B-21	Jackson St (2)	SH 21 to South St	0.25	4	4D_(80)	530	100%	725	717	131	586	\$ 500,000
B-22	Lovers Ln	City Limits to College St	0.29	3	3U_(56)	543	100%	525	455	157	298	\$ 10,000,000
B-23	Mauna Loa Ln (2)	Briar Forest Dr to Tahitian Dr	0.23	2	2U_(50)	20	100%	425	192	5	187	\$ 300,000
B-24	Mesquite St (3)	Wilson St to SH 95	0.52	3	3U_(56)	116	100%	525	825	61	764	\$ 300,000
B-25	SH 95 (1)	Mesquite St to 700' S of Mesquite St	0.13	5	4D_(110)	2,096	100%	900	592	276	316	\$ 300,000
B-26	SH 95 (2)	700' S of Mesquite St to Hawthorne St	0.51	5	4D_(110)	2,096	100%	900	2301	1,072	1,229	\$ 2,000,000
B-27	SH 95 (3)	Hawthorne St to Cedar St	0.30	5	4D_(110)	2,096	100%	900	1330	619	711	\$ 2,000,000
B-28	SH 95 (4)	Cedar St to Spring St	0.36	5	4D_(110)	2,096	100%	900	1607	748	859	\$ 754,000
B-29	SH 95 (5)	Farm St to Chestnut St/SH 21	0.16	5	4D_(110)	2,096	100%	900	741	345	396	\$ 348,000
B-30	South Street (3)	650' W of Jackson St to 1,200' E of Jackson St	0.32	3	3U_(56)	44	100%	525	500	14	486	\$ 1,544,000
B-31	SH 21 (1)	Chestnut St to Walnut St	0.30	5	4D_(110)	2,196	100%	900	1347	657	690	\$ 632,000
B-32	SH 21 (2)	Walnut St to SH 21 WBFR	0.43	5	4D_(110)	2,200	100%	900	1922	940	982	\$ 902,000
B-33	SH 95 (6)	SH 21 WBFR to SH 21 EBFR	0.11	5	4D_(110)	1,490	100%	900	494	164	330	\$ 232,000
SUBTOTAL		-						-	19,511	5,189	14,322	\$ 45,571,000
I-8	Mesquite St & SH 95	Traffic Signal			CTION IMPROVEME	NTS	100%	-	-	-	-	\$ 500,000
I-9	SH 95 & Cedar St	Traffic Signal		WIEKSE			100%	-	-	-	-	\$ 500,000
SUBTOTAL												\$ 1,000,000

2023 Roadway Impact Fee Study Cost Per Service Area \$ 39,980

TOTAL COST IN SERVICE AREA B \$ 46,610,980

6/20/2023





B. EXISTING ROADWAY FACILITIES INVENTORY

City of Bastrop - 2023 Transportation Impact Fee Study Existing Roadway Facilities Inventory

Service Area A

Service Area A				y																6/20/2023
ROADWAY	FROM	то	LENGTH (ft)	LENGTH (mi)		EXIST ANES	EXIST LANES	TxDOT (Y/N)	PM PEAK HOUR	% SER AR	/ICE	VEH-MI CAPACITY PK-HR	SL	eh-mi Jpply K-hr	DE	H-MI MAND K-HR	EXC CAPA PK-	CITY	EXISTI DEFICIEN PK-H	NCIES
									VOL			PER LN		OTAL		TAL	VEH		VEH-I	
					NB/EB	SB/WB				WB		NB/EB SB/W			NB/EB	SB/WB	NB/EB		NB/EB	SB/WB
Agnes	SH 304	Hospital Drive	2140	0.41	1	1	2U			11 10		425 425			2	4	170	168		
Agnes	Schaefer Blvd	Childers Drive	3177	0.60	1	1	2U					425 425			108	120	148	136	$ \longrightarrow $	
Bear Hunter Drive	State Highway 21	Bear Hunter Drive (existing)	3305	0.63	1	1	2U			38 10		425 425		266	16	24	250	242	·	
Blakey Ln	FM 969	Duff Dr	2764	0.52	1	1	3U	N		46 10		525 525		275	140	76	135	198	·	
Blakey Ln	Duff Dr	Edward Burleson Ln	1915	0.36	1	1	3U	Y		46 10		630 630		229	97	53	131	176	·	
Childers Dr	Hasler Blvd	Trailside Ln	2661	0.50	1	1	2U			99 10		425 425		214	90	100	124	114	·	
Childers Dr	Schaefer Blvd	Hasler Blvd	2661	0.50	1	1	2U			99 10		425 425		214	90	100	124	114		
Duff Drive	Blakey	SH 71	1485	0.28	1	1	3U			36 10		525 525		148	10	10	138	138	$ \longrightarrow $	
Edward Burleson	Blakey	SH 21 EBFR	1696	0.32	1	1	3U	Y		545 10		630 630		202	74	175	129	27	→	
FM 20	SH 21 EBFR	City Limits	1772	0.34	1	1	3U	Y		57 10		900 900		302	130	187	173	115	· · · · ·	
FM 20	City Limits	Solomon Ln	4178	0.79	1	1	3U	Y		211 50		900 900		356	84	83	272	273	· · · · ·	
FM 969	Blakey Ln	State Highway 21	1501	0.28	1	1	2U	Y		378 10		900 900		256	87	107	169	148	· · · · ·	
FM 969	City Limits	Blakey Ln	2406	0.46	1	1	2U	Y	387	548 10	0%	900 900		410	176	295	234	115	. L	
Hasler Blvd	State Highway 21 W Frontage Rd	Walmart Drive	1187	0.22	1	1	2U	Y	14	13 10	0%	510 510	115	115	3	3	111	112	. L	
Hasler Blvd	Old Austin Hwy	SH 21	1342	0.25	1	1	3U	Y	467	47 10	0%	630 630		160	119	114	41	47		
Home Depot Way	Hunter's Crossing	SH 304	1804	0.34	1	1	2U		6	11 10		425 425		145	2	4	143	141		
Hunter's Crossing	SH 71	Hunter's Point	2573	0.49	1	1	3U		156	56 10	0%	525 525		256	76	76	180	180		
Hunters Point Dr	Bear Hunter Dr	State Highway 304	3943	0.75	1	1	2U	Y	122	64 10	0%	510 510	381	381	91	48	290	333		
Loop 150	SH 21	Old Austin Hwy	1161	0.22	1	1	3U	Y	446	376 10	0%	900 900	198	198	98	83	100	115		
Loop 150	Old Austin Hwy	Colorado River	1580	0.30	1	1	3U	Y	926	135 10	0%	900 900	269	269	277	250	-8	19	8	
Lovers Ln	Point approx. 700 ft north of intersection with Margies Way	Point along Lovers Ln where the road turn sharply right	2359	0.45	1	1	2U	Y	217	126 10)%	510 510	228	228	97	146	131	82		
Old Austin Highway	Point approx 200 ft west of eastern entrance to Silver Pines Nursing and Rehabilitation Center	Texas Loop 150	2318	0.44	1	1	3U	Y	694	43 10)%	630 630	277	277	305	282	-28	-6	28	6
Old Austin Highway	Point approx 75 ft west of entrance to Brite & Shiny Car Wash Bastrop	Point approx 200 ft west of eastern entrance to Silver Pines Nursing and Rehabilitation Center	3037	0.58	2	2	4U	Y	171	24 10)%	660 660	759	759	98	186	661	573		
Orchard Pkwy	SH 71	Hunters Point Drive	476	0.09	1	1	2U		27	43 10)%	425 425	38	38	2	4	36	34		
Schaefer Blvd	Agnes	Childers Dr	1940	0.37	1	1	2U		179	99 10)%	425 425	156	156	66	73	90	83		
SH 21/71	1,200' E of Colorado River	Colorado River	1202	0.23	2	2	4U	Y	941 *	026 10)%	900 900	410	410	214	234	196	176		
SH 21/71	Hasler Blvd	Point approx. 400ft west of bridge where divided lanes merge into undivided	444	0.08	2	2	4D	Y	941	026 10)%	900 900	151	151	79	86	72	65		
SH 304	SH 21 EBFR	Hunters Point Dr	2923	0.55	2	2	4U	Y	473	91 10)%	900 900	996	996	262	438	735	559		
SH 304	Hunters Point Dr	City Limits	422	0.08	1	1	3U	Y	329	89 10		900 900		72	26	39	46	33		
SH 71 EBFR	Hasler Blvd	Point approx. 400ft west of bridge where divided lanes merge into undivided	3516	0.67	2	2	4D	Y	792	0 10)%	900 900	1,199	1,199	527	0	671	1.199		
SH 71 EBFR	Edward Burleson Ln	Hasler Blvd	5188	0.98	2	2	4D	Y		0 10		900 900			1,036	0	733	1,769		
SH 71 EBFR	Approx. Bastrop City Limit	Navarro Bhd	2189	0.41	2	2	4D	Y	222	0 10		900 900		746	92	0	654	746		
SH 71 EBFR	Navarro Blvd	Point approx, at the beginning of the northern Frontage Rd & and the western driveway to Texas Tractor Country	6585	1.25	2	2	4D	Y	222	0 10	196	900 900	2.245	2.245	277	0	1.968	2.245		
SH 71 EBFR	Point approx, at the beginning of the northern Frontage Rd & and the western driveway to Texas Tractor Country	FM 20	3135	0.59	2	2	4D	Y		0 10		900 900			132	0	937	1.069		
SH 71 EBFR	FM 20	Edward Burleson Ln	7220	1.37	2	2	4D	Y		0 10		900 900		2,461	613	0	1,849	2,461		
SH 71 WBFR	Edward Burleson Ln	Hasier Bivd	5219	0.99	2	2	4D	Y		165 10		900 900			0	2.140	1,779	-361		361
SH 71 WBFR	Hasler Blvd	Point approx. 400ft west of bridge where divided lanes merge into undivided	3427	0.65	2	2	4D	Ŷ		100 100		900 900			0	621	1,168	547		
SH 71 WBFR	Approx. Bastrop City Limit	Navarro Blvd	2176	0.41	2	2	4D	Ŷ		39 10		900 900		742	0	57	742	685		
SH 71 WBFR	Navarro Blvd	Point approx. at the beginning of the northern Frontage Rd & and the western driveway to Texas Tractor Country	6587	1.25	2	2	4D	Ŷ		39 10		900 900			0	173	2.246	2.072		
SH 71 WBFR	Point approx. at the beginning of the northern Frontage Rd & and the western driveway to Texas Tractor Country	FM 20	3134	0.59	2	2	4D	Y		39 10		900 900		1.069	0	83	1,069	986	+	
SH 71 WBFR	FM 20	Edward Burleson Ln	7219	1.37	2	2	4D	Y		39 10		900 900		2,461	0	737	2.461	1.724	\rightarrow	
Woodlands Dr	North entrance of Lost Pines RV Park	State Highway 71 Frontage Road	444	0.08	1 1	1	20			25 10	1%	425 425		36	2	2	34	34		
SUBTOTAL		and a state of the	80,985	15.34	1		20			10		420		14,939	4,984	3.401			28	6
			50,000											9.877		.385	21.4		34	

City of Bastrop - 2023 Transportation Impact Fee Study Existing Roadway Facilities Inventory

Service	∆ rea	R

ROADWAY	FROM	то	LENGTH (ft)	LENGTH (mi)	LA	(IST NES	EXIST LANES	TxDOT (Y/N)	PE	PM EAK DUR OL	% IN SERVICE AREA	CAP. PK	H-MI ACITY (-HR R LN	SU Pi	eh-mi IPPLY K-HR DTAL	DEN	H-MI IAND I-HR TAL	CAP	CESS ACITY (-HR H-MI	EXIST DEFICIE PK- VEH	ENCIES HR
					NB/EB	SB/WB			NB/EB	SB/WB		NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB
Jackson St	SH 21	South St	1307	0.25	1	1	3U		370	160	100%	525	525	130	130	92	40	38	90		
Loop 150	Main St	Water St	396	0.07	1	1	3U		610	460	100%	525	525	39	39	46	34	-6	5	6	
Loop 150	Water St	Pecan St	388	0.07	1	1	3U		610	460	100%	525	525	39	39	45	34	-6	5	6	
Loop 150	Pecan St	Jefferson St	392	0.07	1	1	3U	N	610	460	100%	525	525	39	39	45	34	-6	5	6	
Loop 150	Jefferson St	Hill St	396	0.08	1	1	3U	Y	610	460	100%	900	900	68	68	46	35	22	33		
Loop 150	Hill St	Haysel St	383	0.07	1	1	3U		610	460	100%	525	525	38	38	44	33	-6	5	6	
Loop 150	Haysel St	Fayette St	411	0.08	1	1	3U		610	460	100%	525	525	41	41	48	36	-7	5	7	
Loop 150	Fayette St	Point Approx. 170ft from driveway to Stem & Stone Craft Beer, Wine & Eats	1139	0.22	1	1	3U		610	460	100%	525	525	113	113	132	99	-18	14	18	
Loop 150	Point Approx. 170ft from driveway to Stem & Stone Craft Beer, Wine & Eats	SH 95	464	0.09	2	2	4U	Y	610	460	100%	900	900	158	158	54	40	105	118		
Loop 150	Point approx. at the northeastern driveway to Circle K	Northern frontage road of SH 71/95	515	0.10	2	2	4U	Y	523	423	100%	900	900	175	175	51	41	124	134		
Loop 150	SH 21	SH 71	4042	0.77	1	1	2U	Y	523	423	100%	900	900	689	689	400	324	289	365		
Loop 150	SH 21	Loop 150	723	0.14	1	0	1U	Y	238	0	100%	900	900	123	123	33	0	91	123		
Loop 150	Colorado River	Main St	960	0.18	1	1	3U	Y	610	460	100%	900	900	164	164	111	84	53	80		
Lovers Ln	City Limits	College St	1525	0.29	1	1	2U	Y	217	326	100%	510	510	147	147	63	94	85	53		
Mauna Loa Ln	Briar Forest Dr	Tahitian Dr	1193	0.23	1	1	2U-R	Y	10	10	100%	420	420	95	95	2	2	93	93		
Mesquite St	Wilson St	SH 95	2767	0.52	1	1	2U		36	80	100%	425	425	223	223	19	42	204	181		
N Main St	City Limits	Mesquite Rd	898	0.17	1	1	2U		37	37	100%	425	425	72	72	6	6	66	66		
SH 21	1.500' E of Loop 150	City Limits	5389	1.02	2	2	4D	Y	896	878	100%	900	900	1.837	1.837	914	896	923	941		
SH 21	Walnut St	SH 21 WBFR	2254	0.43	2	2	5U	Y	1250	950	100%	900	900	768	768	534	405	235	363		
SH 21	Chestnut St	Walnut St	1578	0.30	2	2	5U	Y	1190	1006	100%	900	900	538	538	356	301	182	237		
SH 21	Loop 150	1,500' E of Loop 150	1882	0.36	2	2	5U	Y	896	878	100%	900	900	641	641	319	313	322	329		
SH 21/71	Colorado River	Water St	300	0.06	2	2	4U	Y	941	1026	100%	900	900	102	102	54	58	49	44		
SH 21/71	End of bridge (where undivided lanes become divided)	SH 21	767	0.15	2	2	4D	Y	941	1026	100%	900	900	262	262	137	149	125	112		
SH 21/Loop 150	SH 95	Point at which SH 21 forks into SH 21 and Loop 150	3552	0.67	2	2	4U		830	640	100%	550	550	740	740	558	431	182	309		
SH 71 EBFR	End of bridge (where undivided lanes become divided)	SH 21	3160	0.60	2	2	4D		1090	0	100%	725	725	868	868	652	0	215	868		
SH 71 EBFR	Loop 150	City Limits	1672	0.32	2	2	4D	Y	193	0	100%	900	900	570	570	61	0	509	570		
SH 71 EBFR	SH 21	Arena Dr	3606	0.68	2	2	4D	Y	340	0	100%	900	900	1,229	1,229	232	0	997	1,229		
SH 71 EBFR	ArenaDr	Loop 150	3851	0.73	2	2	4D	Y	624	0	100%	900	900	1,313	1,313	455	0	858	1.313		
SH 71 WBFR	Loop 150	City Limits	1656	0.31	2	2	4D	Y	0	430	100%	900	900	565	565	0	135	565	430		
SH 71 WBFR	End of bridge (where undivided lanes become divided)	SH 21	3166	0.60	2	2	4D	Y	0	1095	100%	900	900	1,079	1.079	0	657	1.079	423		
SH 71 WBFR	SH 21	Arena Dr	3612	0.68	2	2	4D	Y	0	430	100%	900	900	1,070	1,010	0	294	1,070	937		
SH 71 WBFR	ArenaDr	Loop 150	3858	0.73	2	2	4D	Y	0	430	100%	900	900	1,201	1,201	0	314	1.315	1.001		
SH 95	SH 21 WBFR	SH 21 EBFR	580	0.11	2	2	50	Ŷ	1250	240	100%	900	900	198	198	137	26	60	171		
SH 95	Farm St	Chestnut St/SH 21	870	0.16	2	2	4U	Y	11200	976	100%	900	900	297	297	185	161	112	136		
SH 95	Cedar St	Spring St	1883	0.36	1	1	30	Ŷ	1120	976	100%	900	900	321	321	399	348	-78	-27	78	27
SH 95	Hawthorne St	Cedar St	1560	0.30	1	1	3U	Ý	1120	976	100%	900	900	266	266	331	288	-65	-22	65	22
SH 95	700'S of Mesquite St	Hawthorne St	2698	0.50	1	1	20	Y	1120	976	100%	900	900	460	460	572	499	-112	-39	112	39
SH 95	City Limits	Mesquite St	1930	0.37	1	1	3U	Ý	1120	976	100%	900	900	329	329	409	357	-80	-28	80	28
SH 95	Mesquite St	700'S of Mesquite St	697	0.37	1		3U 3U	Y	1120	976	100%	900	900	119	119	148	129	-29	-20	29	10
South Street	650' W of Jackson St	1.200' E of Jackson St	1673	0.13	1	1	2U-R	Y	22	22	100%	420	900 420	119	119	148	129	-29	126	29	10
SUBTOTAL	000 W 01 Jackson 31	1,200 E 01 Jackson 30	70.091	13.27			20"R		- 22		100%	420	420	17.534	17.534	7.696	6.746	9.838	10.788	364	126
JUDIVIAL		1	10,091	13.27		1				1			1	17,534	17,534	1,090	0,740	3,838	10,788		126

6/20/2022





C. CONCEPTUAL LEVEL PROJECT COST PROJECTIONS

City of Bastrop - 2023 Transportation Impact Fee Study

Capital Improvement Plan for Transportation Impact Fees

Summary of Conceptual Level Projects

Roadway Improvements - Service Area A

<u>#</u>	<u>Type</u>	IF Classification	Project		Pre	oject Cost		<u>tal Cost in</u> rvice Area	
				From	To			5	Nice Alea
A-1	New	4D_(80)	Agnes (1)	Bear Hunter Drive	Hunter's Crossing	\$	4,370,000	\$	4,370,000
A-2	New	4D_(80)	Agnes (2)	Hospital Drive	Schaefer Blvd	\$	3,325,000	\$	3,325,000
A-3	New	4D_(80)	Bear Hunter Drive (1)	Bear Hunter Drive (existing)	1,000' N of Shiloh Rd	\$	4,069,000	\$	4,069,000
A-4	New	2U_(50)	Blakey Ln (1)	Edward Burleson Ln	1,830' E of Edward Burleson Ln	\$	1,423,000	\$	1,423,000
A-5	New	2U_(50)	Blakey Ln (2)	City Limits	Old Austin Highway	\$	1,773,000	\$	1,773,000
A-6	New	3U_(56)	Greenleaf Fisk Dr	Bass Drive	Schaefer Blvd	\$	2,664,000	\$	2,664,000
A-7	New	4D_(80)	Hasler Blvd (1)	Old Austin Hwy	Colorado River	\$	2,518,000	\$	2,518,000
A-8	New	2U_(50)	Marie St	Schaefer Blvd	Hasler Blvd	\$	1,032,000	\$	1,032,000
A-9	New	3U_(56)	Orchard Pkwy	SH 71	Hunters Point Drive	\$	1,976,000	\$	1,976,000
A-10	Widening	4D_(80)	Agnes (3)	Schaefer Blvd	Childers Drive	\$	5,959,000	\$	5,959,000
A-11	Widening	4D_(80)	Edward Burleson	Blakey	SH 21 EBFR	\$	2,862,000	\$	2,862,000
A-12	Widening	4D_(110)	FM 969 (1)	City Limits	Blakey Ln	\$	768,800	\$	768,800
A-13	Widening	4D_(110)	FM 969 (2)	Blakey Ln	State Highway 21	\$	479,600	\$	479,600
A-14	Widening	4D_(80)	Hasler Blvd (2)	Old Austin Hwy	SH 21	\$	2,516,000	\$	2,516,000
A-15	Widening	4D_(80)	Home Depot Way	Hunter's Crossing	SH 304	\$	3,388,000	\$	3,388,000
A-16	Widening 1/2	4D_(80)	Agnes (4)	SH 304	Hospital Drive	\$	3,614,000	\$	3,614,000
A-17	Widening 1/2	4D_(80)	Bear Hunter Drive (2)	State Highway 21	Bear Hunter Drive (existing)	\$	5,582,000	\$	5,582,000
A-18	Access Management	4D_(110)	SH 304	SH 21 EBFR	Hunters Point Dr	\$	935,200	\$	935,200

Intersection Improvements

I-1	Traffic Signal	Highway 71 & FM 20	\$ 500,000	\$ 500,000
I-2	Overpass	FM 969 / Bear Hunter & SH 21	\$ 10,000,000	\$ 10,000,000
I-3	Intersection Improvements	Edward Burleson Ln / SH 304 & SH 21	\$ 300,000	\$ 1,100,000
I-4	Intersection Improvements	Hasler Blvd & SH 21	\$ 300,000	\$ 5,700,000
I-5	Intersection Improvements	Loop 150 / Childers Dr & SH 21	\$ 300,000	\$ 4,600,000
I-6	Roundabout	Agnes & Hasler	\$ 2,000,000	\$ 2,000,000
I-7	Roundabout	Old Austin & Loop 150	\$ 2,000,000	\$ 2,000,000

NOTE: The planning level cost projections listed in this appendix have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Planning within the City of Bastrop. The planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

2023 Transportation Impact Fee Study

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc. updated: 6/20/2023

Project Informat	ion: Desc	cription: New	Project No.	A-1
Name:	Agnes (1)	Construction o	f a 4 lane highway arterial with	a median with
Limits:	Bear Hunter Drive to Hunter's Cro	ssing curb and gutte	r, underground drainage, and (6' sidewalks on
Impact Fee Class:	Primary Multimodal Street B	both sides of th	he street.	
Ultimate Class:	4D_(80)			
Length (If):	2,405			

Roa	dway Construction Cost Pro	piection				
No.	Item Description		Quantity	Unit	Unit Price	Item Cost
103	Unclassified Street Excavation (3'	depth)	13,361	CY	\$ 8.73	\$ 116,643
203	Earthwork/Topsoil (6" depth)	• •	9,620	SY	\$ 1.83	\$ 17,605
303	6" Asphalt (Type C)		705	TON	\$ 140.87	\$ 99,379
403	Asphalt Prime Coat		7,055	GAL	\$ 6.00	\$ 42,328
503	Lime Treated Subgrade (12" dept	n)	13,361	SY	\$ 3.46	\$ 46,229
603	18" Flexible Base		13,361	SY	\$ 56.20	\$ 750,894
703	6' Concrete Sidewalk (4" depth)		3,207	SY	\$ 62.92	\$ 201,763
803	Machine Laid Curb & Gutter		9,620	LF	\$ 22.37	\$ 215,199
903	Turn Lanes and Median Openings	5	492	SY	\$ 118.58	\$ 58,286
	•		Paving	Construction (Cost Subtotal:	\$ 1,548,327
Majo	r Construction Component Allowa	ances**:				
	Item Description	Notes			Allowance	Item Cost
	Traffic Control	None Anticipated			0%	\$ -
\checkmark	Pavement Markings/Signs/Posts	Includes Striping/Signs for	or Bicycle Faciltie	S	4%	\$ 61,933
\checkmark	Roadway Drainage	Standard Internal System	n		30%	\$ 464,498
\checkmark	Illumination				6%	\$ 92,900
\checkmark	Water	Minor Adjustments			3%	\$ 46,450
\checkmark	Sewer	Minor Adjustments			2%	\$ 30,967
\checkmark	Landscaping and Irrigation				6%	\$ 92,900
**Allow	vances based on % of Paving Construction C	Cost Subtotal		Allowa	ance Subtotal:	\$ 789,647
				ing and Allowa	nce Subtotal:	\$ 2,337,974
			Construction	n Contingency:	10%	233,797
				Mobilization		\$ 257,177
				Prep ROW	4%	\$ 93,519
			Co	nstruction C	ost TOTAL:	\$ 2,923,000
	act Fee Project Cost Summa					

Item Description	Notes:		Allowance	Item Cost
Construction:			-	\$ 2,923,000
Engineering/Survey/Testing:			16%	\$ 467,680
Inspection			3.5%	\$ 102,305
ROW/Easement Acquisition:			30%	\$ 876,900
		Impact Fee Project C	Cost TOTAL	\$ 4,370,000

NOTE: The planning level cost projections listed in this be used for any future Capital Improvement Planning w

The planning level cost projections shall not supersede the

	30%	\$	876,900
Impact Fee Project	Cost TOTAL	\$	4,370,000
s appendix have been developed for Rough Proportion vition the City of Bastrop.	onality calculations	s only	and should not
e City's design standards or the determination of the City	Engineer for a spe	cific pr	oject.

Appendix C

Conceptual Level Project Cost Projections

Kimley-Horn and Associates, Inc. updated: 6/20/2023

Project Informat	tion:	Description:	New	Pro	oject No.	A-2
Name: Limits:	Agnes (2) Hospital Drive to Schaefer Bl	vd		of a 4 lane highway a r, underground drair		
Impact Fee Class:	Primary Multimodal Street B	vu	both sides of t	· · · · · · · · · · · · · · · · · · ·	nage, and o si	
Ultimate Class: Length (If):	4D_(80) 1,830					

Roa	dway Construction Cost Pro	ojection				
No.	Item Description		Quantity	Unit	Unit Price	Item Cost
103	Unclassified Street Excavation (3'	depth)	10,167	CY	\$ 8.73	\$ 88,755
203	Earthwork/Topsoil (6" depth) 7,320 SY			\$ 1.83	\$ 13,396	
303	6" Asphalt (Type C)		537	TON	\$ 140.87	\$ 75,619
403	Asphalt Prime Coat		5,368	GAL	\$ 6.00	\$ 32,208
503	Lime Treated Subgrade (12" dept	n)	10,167	SY	\$ 3.46	\$ 35,177
603	18" Flexible Base		10,167	SY	\$ 56.20	\$ 571,367
703	6' Concrete Sidewalk (4" depth)		2,440	SY	\$ 62.92	\$ 153,525
803	Machine Laid Curb & Gutter		7,320	LF	\$ 22.37	\$ 163,748
903	Turn Lanes and Median Openings	6	374	SY	\$ 118.58	\$ 44,351
			Paving	Construction C	Cost Subtotal:	\$ 1,178,145
Majo	r Construction Component Allowa	ances**:				
	Item Description	Notes			Allowance	Item Cost
	Traffic Control	None Anticipated			0%	\$ -
	Pavement Markings/Signs/Posts	Includes Striping/Signs for	or Bicycle Faciltie	S	4%	\$ 47,126
\checkmark	Roadway Drainage	Standard Internal System	ı		30%	\$ 353,443
\checkmark	Illumination				6%	\$ 70,689
\checkmark	Water	Minor Adjustments			3%	\$ 35,344
\checkmark	Sewer	Minor Adjustments			2%	\$ 23,563
\checkmark	Landscaping and Irrigation				6%	\$ 70,689
**Allow	vances based on % of Paving Construction C	Cost Subtotal		Allowa	ance Subtotal:	\$ 600,854
			Pa	ving and Allowa	ince Subtotal:	\$ 1,778,999
			Constructio	n Contingency:	10%	\$ 177,900
				Mobilization		\$ 195,690
	Prep ROW 4%				4%	\$ 71,160
			Co	Instruction C	ost TOTAL:	\$ 2,224,000
Impa	act Fee Project Cost Summa					
	Item Description	Notes:			Allowance	Item Cost

Item Description	Notes:		Allowance	Item Cost
Construction:			-	\$ 2,224,000
Engineering/Survey/Testing:			16%	\$ 355,840
Inspection			3.5%	\$ 77,840
ROW/Easement Acquisition:			30%	\$ 667,200
		Impact Fee Project C	Cost TOTAL	\$ 3,325,000

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City of Bastrop

2023 Transportation Impact Fee Study Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc. updated: 6/20/2023

Project Informat	ion: De	escription: New	Project No. A-3
Name: Limits: Impact Fee Class: Ultimate Class: Length (If):	Bear Hunter Drive (1) Bear Hunter Drive (existing) to 1,000' N of Shi Primary Multimodal Street B 4D_(80) 2,240		4 lane highway arterial with a median with nderground drainage, and 6' sidewalks on treet.

Road	dway Construction Cost Pro	ojection					
No.	Item Description		Quantity	Unit	Unit Price		Item Cost
103	Unclassified Street Excavation (3'	depth) 12,444 CY			\$ 8.73	\$	108,640
203	Earthwork/Topsoil (6" depth)	8,960	SY	\$ 1.83	\$	16,397	
303	6" Asphalt (Type C)		657	TON	\$ 140.87	\$	92,561
403	Asphalt Prime Coat		6,571	GAL	\$ 6.00	\$	39,424
503	Lime Treated Subgrade (12" depth	ר)	12,444	SY	\$ 3.46	\$	43,058
603	18" Flexible Base		12,444	SY	\$ 56.20	\$	699,378
703	6' Concrete Sidewalk (4" depth)		2,987	SY	\$ 62.92	\$	187,921
803	Machine Laid Curb & Gutter		8,960	LF	\$ 22.37	\$	200,435
903	Turn Lanes and Median Openings	;	458	SY	\$ 118.58	\$	54,287
			Paving	Construction C	Cost Subtotal:	\$	1,442,101
Major	Construction Component Allowa	ances**:				_	
	Item Description	Notes	Notes Allowar				Item Cost
	Traffic Control	None Anticipated	None Anticipated			\$	-
\checkmark	Pavement Markings/Signs/Posts	Includes Striping/Signs for	or Bicycle Faciltie	S	4%	-	57,684
\checkmark	Roadway Drainage	Standard Internal System	ı		30%	\$	432,630
\checkmark	Illumination				6%	\$	86,526
\checkmark	Water	Minor Adjustments			3%	\$	43,263
\checkmark	Sewer	Minor Adjustments			2%	\$	28,842
\checkmark	Landscaping and Irrigation				6%	\$	86,526
**Allowa	ances based on % of Paving Construction C	Cost Subtotal		Allowa	nce Subtotal:	\$	735,471
				ving and Allowa	nce Subtotal:	\$	2,177,572
			Construction	n Contingency:	10%		217,757
				Mobilization	11%		239,533
				Prep ROW		\$	87,103
			Co	Instruction Co	ost TOTAL:	\$	2,722,000
Impa	ict Fee Project Cost Summa	iry					
	Itom Description	Notos			Allowanco		Itom Cost

Impact Fee Project Cost Sum Item Description	Notes:		Allowance	Item Cost
Construction:			-	\$ 2,722,000
Engineering/Survey/Testing:			16%	\$ 435,520
Inspection			3.5%	\$ 95,270
ROW/Easement Acquisition:			30%	\$ 816,600
		Impact Fee Project C	Cost TOTAL	\$ 4,069,000

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City of Bastrop

2023 Transportation Impact Fee Study Conceptual Level Project Cost Projection

300

2023 Transportation Impact Fee Study Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc. updated: 6/20/2023

Project Informat	ion: Descriptio	n: New	Project No.	A-4
Name:	Blakey Ln (1)	Construction of a 2 lane collect	ctor, undergrour	nd drainage,
Limits:	Edward Burleson Ln to 1,830' E of Edward Burleson Ln	and 5' sidewalks on both side	s of the street.	
Impact Fee Class:	Local Connector Street			
Ultimate Class:	2U_(50)			
Length (If):	1,835			
,				

Road	Iway Construction Cost Pro	jection					
No.	Item Description		Quantity	Unit	Unit Price		Item Cost
104	Unclassified Street Excavation (2'	Street Excavation (2' depth) 4,893 CY			\$ 8.73	\$	42,719
204	Earthwork/Topsoil (6" depth)		4,078	SY	\$ 1.83	\$	7,462
304	3" Asphalt (Type C)		367	TON	\$ 140.87	\$	51,699
404	Asphalt Prime Coat		3,670	GAL	\$ 6.00	\$	22,020
504	Lime Treated Subgrade (12" depth	1)	7,340	SY	\$ 3.46	\$	25,396
604	10" Flexible Base		7,340	SY	\$ 19.70	\$	144,598
704	6' Concrete Sidewalk (4" depth)		2,039	SY	\$ 62.92	\$	128,287
804	Machine Laid Curb & Gutter		3,670	LF	\$ 22.37	\$	82,098
904	Turn Lanes and Median Openings		0	SY	\$ 63.33	\$	-
			Paving	g Construction C	Cost Subtotal:	\$	504,280
Major Construction Component Allowances**:					_		
	Item Description	Notes			Allowance		Item Cost
	Traffic Control	None Anticipated			0%	\$	-
	Pavement Markings/Signs/Posts	Includes Striping/Signs for	or Bicycle Faciltie	:S	4%	\$	20,171
\checkmark	Roadway Drainage	Standard Internal System	1		30%	\$	151,284
	Illumination				6%	\$	30,257
\checkmark	Water	Minor Adjustments			3%	\$	15,128
\checkmark	Sewer	Minor Adjustments			2%	\$	10,086
	Landscaping and Irrigation				6%	\$	30,257
**Allowa	ances based on % of Paving Construction C	ost Subtotal		Allowa	Ince Subtotal:	\$	257,183
			Par	ving and Allowa	nce Subtotal:	\$	761,462
			Construction	n Contingency:	10%	\$	76,146
				Mobilization		\$	83,761
				Prep ROW	4%	\$	30,458
			Co	onstruction C	ost TOTAL:	\$	952,000

Item Description	Notes:		Allowance	Item Cost
Construction:			-	\$ 952,000
Engineering/Survey/Testing:			16%	\$ 152,320
Inspection			3.5%	\$ 33,320
ROW/Easement Acquisition:			30%	\$ 285,600
		Impact Fee Project C	Cost TOTAL	\$ 1,423,000

NOTE: The planning level cost projections listed in this appendix have been developed for Rough Proportionality calculations only and should not be used for any future Capital Improvement Planning within the City of Bastrop.

2023 Transportation Impact Fee Study Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc. updated: 6/20/2023

Project Informa	tion:	Description:	New		Project No.	A-5
Name: Limits: Impact Fee Class: Ultimate Class: Length (If):	Blakey Ln (2) City Limits to Old Austin Highway Local Connector Street 2U_(50) 2,285			n of a 2 lane col valks on both si	· · · · · · · · · · · · · · · · · · ·	round drainage, et.
Roadway Construction Cost Projection No. Item Description Quantity Unit						Item Cost

NO.			Quantity	Unit		FILCE		item cost
104	Unclassified Street Excavation (2'	depth)	6,093	CY	\$	8.73	\$	53,195
204	Earthwork/Topsoil (6" depth)		5,078	SY	\$	1.83	\$	9,292
304	3" Asphalt (Type C)		457	TON	\$	140.87	\$	64,378
404	Asphalt Prime Coat		4,570	GAL	\$	6.00	\$	27,420
504	Lime Treated Subgrade (12" depth	ו)	9,140	SY	\$	3.46	\$	31,624
604	10" Flexible Base		9,140	SY	\$	19.70	\$	180,058
704	6' Concrete Sidewalk (4" depth)		2,539	SY	\$	62.92	\$	159,747
804	Machine Laid Curb & Gutter		4,570	LF	\$	22.37	\$	102,231
904	Turn Lanes and Median Openings		0	SY	\$	63.33	\$	-
	·		Paving	Construction C	Cost Su	ubtotal:	\$	627,945
Major	r Construction Component Allowa	ances**:						
	Item Description	Notes			Allov	wance		Item Cost
	Traffic Control	None Anticipated				0%	\$	-
\checkmark	Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities				407	+	05 440
1						4%	\$	25,118
N	Roadway Drainage	Standard Internal System	,	.5		4% 30%	\$ \$	25,118 188,383
$\sqrt[n]{}$	Roadway Drainage Illumination	1 0 0	,	5			\$ \$ \$	
$\sqrt[n]{\sqrt{1}}$		1 0 0	,	5		30%	\$ \$ \$ \$	188,383
マンシン	Illumination	Standard Internal System	,	5		30% 6%	\$ \$ \$ \$ \$	188,383 37,677
イイイ	Illumination Water	Standard Internal System Minor Adjustments	,	5		30% 6% 3%	\$ \$ \$ \$ \$ \$ \$	188,383 37,677 18,838
N √ √ √	Illumination Water Sewer	Standard Internal System Minor Adjustments Minor Adjustments	,		Ince Su	30% 6% 3% 2%	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	188,383 37,677 18,838 12,559
N √ √ √ **Allow	Illumination Water Sewer Landscaping and Irrigation	Standard Internal System Minor Adjustments Minor Adjustments	,		nce Su	30% 6% 3% 2% 6%	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	188,383 37,677 18,838 12,559 37,677
N √ √ √ **Allow	Illumination Water Sewer Landscaping and Irrigation	Standard Internal System Minor Adjustments Minor Adjustments	1			30% 6% 3% 2% 6% ubtotal:	Ŧ	188,383 37,677 18,838 12,559 37,677
N √ √ √ **Allow	Illumination Water Sewer Landscaping and Irrigation	Standard Internal System Minor Adjustments Minor Adjustments	Pa	Allowa	nce Su	30% 6% 3% 2% 6% ubtotal:	Ŧ	188,383 37,677 18,838 12,559 37,677 320,252
√ √ √ **Allow	Illumination Water Sewer Landscaping and Irrigation	Standard Internal System Minor Adjustments Minor Adjustments	Pa	Allowa ving and Allowa	nce Su	30% 6% 3% 2% 6% ubtotal:	\$	188,383 37,677 18,838 12,559 <u>37,677</u> 320,252 948,197

Impact Fee Project Cost Summ	ary		
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 1,186,000
Engineering/Survey/Testing:		16%	\$ 189,760
Inspection		3.5%	\$ 41,510
ROW/Easement Acquisition:		30%	\$ 355,800
	Impact Fee Project (Cost TOTAL	\$ 1,773,000

Prep ROW

Construction Cost TOTAL:

4% \$

\$

37,928

1,186,000

NOTE: The planning level cost projections listed in this appendix have been developed for Rough Proportionality calculations only and should not be used for any future Capital Improvement Planning within the City of Bastrop.

Kimley-Horn and Associates, Inc. 6/20/2023 updated:

Item Cost

81,073

12,139

100,919

42,984

48,198

274,421

250,422

133,549

943,704

37,748

56,622

28,311

18,874

283,111

Unit Price

8.73

\$

Project Informat	ion:	Description: New	Project No.	A-6
Name:	Greenleaf Fisk Dr	Construction of a 3 lan	ne collector (2 lanes plus	s a center turn
Limits:	Bass Drive to Schaefer Blvd	lane) with curb and gu	tter, underground drain	age, and 6'
Impact Fee Class:	Primary Multimodal Street A	sidewalks on both side	es of the street.	-
Ultimate Class:	3U_(56)			
Length (If):	2,985			

Quantity

9,287

Unit

CY

\$ Earthwork/Topsoil (6" depth) 6,633 SY \$ 1.83 \$ 3" Asphalt (Type C) 716 TON \$ 140.87 \$ Asphalt Prime Coat GAL \$ 402 7,164 6.00 \$ Lime Treated Subgrade (12" depth) \$ 502 13,930 SY 3.46 \$ \$ 10" Flexible Base SY \$ 13,930 19.70 6' Concrete Sidewalk (4" depth) \$ 3,980 SY 62.92 \$ Machine Laid Curb & Gutter 5,970 LF \$ 22.37 \$ Turn Lanes and Median Openings 0 SY \$ 71.37 \$ Paving Construction Cost Subtotal: \$ Major Construction Component Allowances**: Item Cost Item Description Notes Allowance Traffic Control None Anticipated 0% \$ $\sqrt{}$ Pavement Markings/Signs/Posts Includes Striping/Signs for Bicycle Facilties 4% \$ $\sqrt{}$ Roadway Drainage 30% \$ Standard Internal System Illumination 6% \$ Water Minor Adjustments 3% \$ Sewer Minor Adjustments 2% \$

	6%	\$	56,622
total Allowa	ince Subtotal:	\$	481,289
Devine and Allows	maa Cubtatali	¢	1 424 002
5			1,424,993
Construction Contingency:	10%	\$	142,499
Mobilization	11%	\$	156,749
Prep ROW	4%	\$	57,000
Construction C	ost TOTAL:	\$	1,782,000
,	Paving and Allowa Construction Contingency: Mobilization Prep ROW	total Allowance Subtotal: Paving and Allowance Subtotal: Construction Contingency: 10% Mobilization 11% Prep ROW 4%	Paving and Allowance Subtotal: \$ Construction Contingency: 10% \$ Mobilization 11% \$

Impact Fee Project Cost Sun	nmary			
Item Description	Notes:		Allowance	Item Cost
Construction:			-	\$ 1,782,000
Engineering/Survey/Testing:			16%	\$ 285,120
Inspection			3.5%	\$ 62,370
ROW/Easement Acquisition:			30%	\$ 534,600
		Impact Fee Project C	ost TOTAL	\$ 2,664,000

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City of Bastrop

2023 Transportation Impact Fee Study **Conceptual Level Project Cost Projection**

Roadway Construction Cost Projection

Unclassified Street Excavation (2' depth)

Item Description

No.

102

202

302

602

702

802

902

 $\sqrt{}$

 $\sqrt{}$

Kimley-Horn and Associates, Inc. updated: 6/20/2023

Project Informat	ion:	Description:	New	Project No.	A-7
Name: Limits: Impact Fee Class: Ultimate Class: Length (If):	Hasler Blvd (1) Old Austin Hwy to Colorado R Primary Multimodal Street B 4D_(80) 1,385	River	Construction of a 4 lane arteria gutter, underground drainage, a sides of the street.		

No.	dway Construction Cost Pro		Quantity	Unit	Un	it Price		Item Cost
103	Unclassified Street Excavation (3'	depth)	7,694	CY	\$	8.73	\$	67,173
203	Earthwork/Topsoil (6" depth)	1 /	5,540	SY	\$	1.83	\$	10,138
303	6" Asphalt (Type C)			\$	140.87	\$	57,231	
403	Asphalt Prime Coat		4,063	GAL	\$	6.00	\$	24,376
503	Lime Treated Subgrade (12" depth	ו)	7,694	SY	\$	3.46	\$	26,623
603	18" Flexible Base	·	7,694	SY	\$	56.20	\$	432,428
703	6' Concrete Sidewalk (4" depth)		1,847	SY	\$	62.92	\$	116,192
803	Machine Laid Curb & Gutter		5,540	LF	\$	22.37	\$	123,930
903	Turn Lanes and Median Openings	i	283	SY	\$	118.58	\$	33,566
Paving Construction Cost Subtotal:								891,656
Majo	r Construction Component Allowa							
	Item Description	Notes			Allo	owance		Item Cost
	Traffic Control	None Anticipated				0%	\$	-
\checkmark	Pavement Markings/Signs/Posts	Includes Striping/Signs for	or Bicycle Faciltie	S		4%	\$	35,666
	Roadway Drainage	Standard Internal System	ו			30%	\$	267,497
	Illumination					6%	\$	53,499
	Water	Minor Adjustments				3%	\$	26,750
	Sewer	Minor Adjustments				2%	\$	17,833
	Landscaping and Irrigation					6%	\$	53,499
**Allow	vances based on % of Paving Construction C	Cost Subtotal		Allowa	nce S	Subtotal:	\$	454,745
				ving and Allowa		Subtotal:	\$	1,346,401
			Construction	n Contingency:		10%	\$	134,640
				Mobilization		11%	\$	148,104
				Prep ROW		4%	\$	53,856
			Co	nstruction C	ost T	TOTAL :	\$	1,684,000
	act Fee Project Cost Summa							

Item Description	Notes:		Allowance	Item Cost
Construction:			-	\$ 1,684,000
Engineering/Survey/Testing:			16%	\$ 269,440
Inspection			3.5%	\$ 58,940
ROW/Easement Acquisition:			30%	\$ 505,200
		Impact Fee Project (Cost TOTAL	\$ 2,518,000

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City of Bastrop

2023 Transportation Impact Fee Study Conceptual Level Project Cost Projection

2023 Transportation Impact Fee Study Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc. updated: 6/20/2023

Project Informat	ion:	Description:	New	Project No.	A-8
Name:	Marie St		Construction of a 2 la	ane collector, underground o	Irainage,
Limits:	Schaefer Blvd to Hasler Blvd		and 5' sidewalks on I	both sides of the street.	•
Impact Fee Class:	Local Connector Street				
Ultimate Class:	2U_(50)				
Length (If):	1,330				

Road	Roadway Construction Cost Projection						
No.	Item Description		Quantity	Unit	Unit Price		Item Cost
104	Unclassified Street Excavation (2'	depth)	3,547	CY	\$ 8.73	\$	30,962
204	Earthwork/Topsoil (6" depth)		2,956	SY	\$ 1.83	\$	5,409
304	3" Asphalt (Type C)		266	TON	\$ 140.87	\$	37,471
404	Asphalt Prime Coat		2,660	GAL	\$ 6.00	\$	15,960
504	Lime Treated Subgrade (12" depth	ו)	5,320	SY	\$ 3.46	\$	18,407
604	10" Flexible Base		5,320	SY	\$ 19.70	\$	104,804
704	6' Concrete Sidewalk (4" depth)		1,478	SY	\$ 62.92	\$	92,982
804	Machine Laid Curb & Gutter		2,660	LF	\$ 22.37	\$	59,504
904	Turn Lanes and Median Openings		0	SY	\$ 63.33	\$	-
			Paving	Construction	Cost Subtotal:	\$	365,500
Major	Construction Component Allowa	ances**:					
	Item Description	Notes			Allowance		Item Cost
	Traffic Control	None Anticipated			0%	\$	-
\checkmark	Pavement Markings/Signs/Posts	Includes Striping/Signs for	or Bicycle Faciltie	S	4%	\$	14,620
\checkmark	Roadway Drainage	Standard Internal System	ı		30%	\$	109,650
\checkmark	Illumination				6%	\$	21,930
\checkmark	Water	Minor Adjustments			3%	\$	10,965
\checkmark	Sewer	Minor Adjustments			2%	\$	7,310
	Landscaping and Irrigation				6%	\$	21,930
**Allowa	ances based on % of Paving Construction C	ost Subtotal		Allowa	ance Subtotal:	\$	186,405
				ving and Allowa		\$	551,904
			Constructio	n Contingency:	10%	\$	55,190
				Mobilization		-	60,709
				Prep ROW	4%	\$	22,076
			Co	Instruction C	ost TOTAL:	\$	690,000

Impact Fee Project Cost Summ	ary		
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 690,000
Engineering/Survey/Testing:		16%	\$ 110,400
Inspection		3.5%	\$ 24,150
ROW/Easement Acquisition:		30%	\$ 207,000
	Impact Fee Project (Cost TOTAL	\$ 1,032,000

NOTE: The planning level cost projections listed in this appendix have been developed for Rough Proportionality calculations only and should not be used for any future Capital Improvement Planning within the City of Bastrop.

Kimley-Horn and Associates, Inc. updated: 6/20/2023

Item Cost

60,159

9,008

74,886

31,896

35,765

203,632

185,824

99,099

700,270

Unit Price

8.73 \$

1.83 \$

6.00 \$

3.46 \$

19.70

62.92

22.37

71.37

\$

\$

\$

\$

\$

140.87

\$

\$

\$

\$

\$

\$

\$

\$

\$

Paving Construction Cost Subtotal: \$

Project Informat	ion:	Description: New	Project No.	A-9
Name: Limits:	Orchard Pkwy SH 71 to Hunters Point Drive	Construction of a 3 lan lane) with curb and gut		
Impact Fee Class: Ultimate Class: Length (If):	Primary Multimodal Street A 3U_(56) 2,215	sidewalks on both side	es of the street.	

Quantity

6,891

4,922

532

5,316

10,337

10,337

2,953

4,430

0

Unit

CY

SY

TON

GAL

SY

SY

SY

LF

SY

City of Bastrop 2023 Transportation Impact Fee Study Conceptual Level Project Cost Projection

Roadway Construction Cost Projection

Lime Treated Subgrade (12" depth)

6' Concrete Sidewalk (4" depth)

Turn Lanes and Median Openings

Machine Laid Curb & Gutter

Earthwork/Topsoil (6" depth)

Unclassified Street Excavation (2' depth)

Item Description

3" Asphalt (Type C)

Asphalt Prime Coat

10" Flexible Base

No.

102

202

302

402

502

602

702

802

902

Item Description	Notes	Allowance		Item Cost
Traffic Control	None Anticipated	0%	\$	
✓ Pavement Markings/Signs/Po	OSTS Includes Striping/Signs for Bicycle Facilities	4%	\$	28,01
✓ Roadway Drainage	Standard Internal System	30%	\$	210,08
√ Illumination		6%	\$	42,01
√ Water	Minor Adjustments	3%	\$	21,00
√ Sewer	Minor Adjustments	2%	\$	14,00
Landscaping and Irrigation		6%	\$	42,01
	Paving and <i>I</i>	Allowance Subtotal:	\$	1 057 40
	Construction Conting Mobiliz Prep	ation 11%	5 5 5 5	105,74 116,37 42,29
mpact Fee Project Cost Sur	Construction Conting Mobiliz Prep Construction	ency: 10% zation 11% ROW 4% on Cost TOTAL:	5 5 5 5	1,057,40 105,74 116,37 42,25 1,322,00
Item Description	Construction Conting Mobiliz Prep Constructi	ency: 10% zation 11% ROW 4%	\$ \$ \$ \$	105,74 116,3 42,29 1,322,00 Item Cost
Item Description Construction:	Construction Conting Mobiliz Prep Construction	ency: 10% zation 11% ROW 4% on Cost TOTAL: Allowance	\$ \$ \$ \$ \$ \$	105,74 116,3 42,29 1,322,00 Item Cost 1,322,00
Item Description	Construction Conting Mobiliz Prep Construction	ency: 10% zation 11% ROW 4% on Cost TOTAL:	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	105,74 116,3 42,29 1,322,00 Item Cost

NOTE: The planning level cost projections listed in this appendix have been developed for Rough Proportionality calculations only and should not be used for any future Capital Improvement Planning within the City of Bastrop.

The planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

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2023 Transportation Impact Fee Study Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc. updated: 6/20/2023

Project Informat	ion: D	escription:	Widening	Project No.	A-10
Name:	Agnes (3)		Construction of a 4 lar	ne arterial with a median w	with curb and
Limits:	Schaefer Blvd to Childers Drive	Э	gutter, underground d	rainage, and 6' sidewalks	on both
Impact Fee Class:	Primary Multimodal Street B		sides of the street.		
Ultimate Class:	4D_(80)				
Length (If):	3,175				

203 Earthwork/Topsoil (6" depth) 12,700 SY \$ 1.83 \$ 303 6" Asphalt (Type C) 931 TON \$ 140.87 \$ 403 Asphalt Prime Coat 9,313 GAL \$ 6.00 \$ 503 Lime Treated Subgrade (12" depth) 17,639 SY \$ 3.46 \$ 603 18" Flexible Base 17,639 SY \$ 56.20 \$ 703 6' Concrete Sidewalk (4" depth) 4,233 SY \$ 62.92 \$ 803 Machine Laid Curb & Gutter 12,700 LF \$ 22.37 \$ 903 Turn Lanes and Median Openings 649 SY \$ 118.58 \$ Paving Construction Cost Subtotal: \$ 2, Major Construction Component Allowances**: Includes Striping/Signs for Bicycle Facilities 4% \$ √ Pavement Markings/Signs/Posts Includes Striping/Signs for Bicycle Facilities 4% \$ √ Roadway Drainage Minor Adjustments 3% \$ \$ √		
203 Earthwork/Topsoil (6" depth) 12,700 SY \$ 1.83 \$ 303 6" Asphalt (Type C) 931 TON \$ 140.87 \$ 403 Asphalt Prime Coat 9,313 GAL \$ 6.00 \$ 503 Lime Treated Subgrade (12" depth) 17,639 SY \$ 3.46 \$ 503 Is" Flexible Base 17,639 SY \$ 56.20 \$ 703 6' Concrete Sidewalk (4" depth) 4,233 SY \$ 62.92 \$ 803 Machine Laid Curb & Gutter 12,700 LF \$ 22.37 \$ 903 Turn Lanes and Median Openings 649 SY \$ 118.58 \$ Paving Construction Cost Subtotal: \$ 2, Major Construction Component Allowances**: Includes Striping/Signs for Bicycle Facilities 4% \$ √ Pavement Markings/Signs/Posts Includes Striping/Signs for Bicycle Facilities 4% \$ √ Illumination Minor Adjustments 33% \$ \$ √ Baw	ost	
303 6" Asphalt (Type C) 931 TON \$ 140.87 \$ 403 Asphalt Prime Coat 9,313 GAL \$ 6.00 \$ 503 Lime Treated Subgrade (12" depth) 17,639 SY \$ 3.46 \$ 603 18" Flexible Base 17,639 SY \$ 56.20 \$ 703 6' Concrete Sidewalk (4" depth) 4,233 SY \$ 62.92 \$ 803 Machine Laid Curb & Gutter 12,700 LF \$ 22.37 \$ 903 Turn Lanes and Median Openings 649 SY \$ 118.58 \$ Paving Construction Cost Subtotal: \$ 2, Major Construction Component Allowances**: Item Description Notes Allowance Item C √ Traffic Control Construction Phase Traffic Control 5% \$ \$ √ Pavement Markings/Signs/Posts Includes Striping/Signs for Bicycle Facilities 4% \$ √ Roadway Drainage Minor Adjustments 30% \$ \$ \$ <tr< td=""><td>153,988</td></tr<>	153,988	
403 Asphalt Prime Coat 9,313 GAL \$ 6.00 \$ 503 Lime Treated Subgrade (12" depth) 17,639 SY \$ 3.46 \$ 603 18" Flexible Base 17,639 SY \$ 56.20 \$ 703 6' Concrete Sidewalk (4" depth) 4,233 SY \$ 62.92 \$ 803 Machine Laid Curb & Gutter 12,700 LF \$ 22.37 \$ 903 Turn Lanes and Median Openings 649 SY \$ 118.58 \$ Paving Construction Cost Subtotal: \$ 2, Major Construction Component Allowances**: Item Description Notes Allowance Item O √ Traffic Control Construction Phase Traffic Control 5% \$ √ Pavement Markings/Signs/Posts Construction Phase Traffic Control 5% \$ √ Pavement Markings/Signs/Posts Minor Adjustments 30% \$ \$ √ Bewer Minor Adjustments 3% \$ \$ \$ √ Sewer Minor Adjustments 2% \$ \$ <td>23,241</td>	23,241	
503 Lime Treated Subgrade (12" depth) 17,639 SY \$ 3.46 \$ 603 18" Flexible Base 17,639 SY \$ 56.20 \$ 703 6' Concrete Sidewalk (4" depth) 4,233 SY \$ 62.92 \$ 803 Machine Laid Curb & Gutter 12,700 LF \$ 22.37 \$ 903 Turn Lanes and Median Openings 649 SY \$ 118.58 \$ Paving Construction Cost Subtotal: \$ 2, Major Construction Component Allowances**: Item Description Notes Allowance Item Office Control √ Traffic Control Construction Phase Traffic Control 5% \$ √ Pavement Markings/Signs/Posts Includes Striping/Signs for Bicycle Facilities 4% \$ √ Roadway Drainage Standard Internal System 30% \$ \$ √ Water Minor Adjustments 3% \$ \$ √ Sewer Minor Adjustments 6% \$ \$ √ Landscaping and Irrigation Kinor Adjustments 6% \$ \$ \$	131,197	
603 18" Flexible Base 17,639 SY \$ 56.20 \$ 703 6' Concrete Sidewalk (4" depth) 4,233 SY \$ 62.92 \$ 803 Machine Laid Curb & Gutter 12,700 LF \$ 22.37 \$ 903 Turn Lanes and Median Openings 649 SY \$ 118.58 \$ Paving Construction Cost Subtotal: \$ 2,37 903 Turn Lanes and Median Openings 649 SY \$ 118.58 \$ Paving Construction Cost Subtotal: \$ 2, Major Construction Component Allowances**: Item Description Notes Allowance Item O √ Traffic Control Construction Phase Traffic Control 5% \$ √ Pavement Markings/Signs/Posts Includes Striping/Signs for Bicycle Facilities 4% \$ √ Roadway Drainage Minor Adjustments 30% \$ \$ √ Bewer Minor Adjustments 3% \$ \$ √ Landscaping and Irrigation Minor Adjustments 6% \$ 1, <td c<="" td=""><td>55,880</td></td>	<td>55,880</td>	55,880
703 6' Concrete Sidewalk (4" depth) 4,233 SY \$ 62.92 \$ 803 Machine Laid Curb & Gutter 12,700 LF \$ 22.37 \$ 903 Turn Lanes and Median Openings 649 SY \$ 118.58 \$ Paving Construction Cost Subtotal: \$ 2, Major Construction Component Allowances**: Item Description Notes Allowance Item O √ Traffic Control Construction Phase Traffic Control 5% \$ √ Pavement Markings/Signs/Posts Construction Phase Traffic Control 5% \$ √ Pavement Markings/Signs/Posts Construction Phase Traffic Control 5% \$ √ Pavement Markings/Signs/Posts Includes Striping/Signs for Bicycle Facilties 4% \$ √ Roadway Drainage Minor Adjustments 30% \$ \$ √ Water Minor Adjustments 3% \$ \$ √ Sewer Minor Adjustments 2% \$ \$ √ Landscaping and Irrigation Allowance Subtotal: \$ 1,	61,031	
803 Machine Laid Curb & Gutter 12,700 LF \$ 22.37 \$ 903 Turn Lanes and Median Openings 649 SY \$ 118.58 \$ Paving Construction Cost Subtotal: \$ 2, Major Construction Component Allowances**: Item Description Notes Allowance Item O √ Traffic Control Construction Phase Traffic Control 5% \$ √ Pavement Markings/Signs/Posts Includes Striping/Signs for Bicycle Facilities 4% \$ √ Roadway Drainage Standard Internal System 30% \$ \$ √ Illumination Minor Adjustments 3% \$ \$ √ Sewer 2% \$ \$ 1, **Allowances based on % of Paving Construction Cost Subtotal Allowance Subtotal: \$ 1, Paving and Allowance Subtotal: \$ 3, Construction Contingency: 10% √ Baving and Allowance Subtotal: \$ 3, 0 Construction Contingency: 10% \$ 3, <td>991,306</td>	991,306	
903 Turn Lanes and Median Openings 649 SY \$ 118.58 \$ Paving Construction Cost Subtotal: \$ Major Construction Component Allowances**: Allowance Item Openings Allowance Item Openings \$ Major Construction Component Allowances**: Allowance Item Opening Notes Allowance Item Opening \$ √ Traffic Control Construction Phase Traffic Control 5% \$ \$ √ Pavement Markings/Signs/Posts Construction Phase Traffic Control 5% \$ \$ √ Roadway Drainage Standard Internal System 30% \$ \$ √ Water Minor Adjustments 3% \$ \$ √ Sewer Minor Adjustments 2% \$ \$ √ Landscaping and Irrigation Minor Adjustments Allowance Subtotal: \$ 1 Paving and Allowance Subtotal: \$ 1 \$ 3 \$ \$ 3 \$ 0 Description Mobilization 11% \$ \$ \$ 3	266,361	
Paving Construction Cost Subtotal: \$ 2, Major Construction Component Allowances**: Allowance Item O √ Traffic Control Construction Phase Traffic Control 5% √ Pavement Markings/Signs/Posts Construction Phase Traffic Control 5% √ Pavement Markings/Signs/Posts Includes Striping/Signs for Bicycle Facilities 4% √ Roadway Drainage Standard Internal System 30% \$ √ Water Minor Adjustments 3% \$ √ Sewer 2% \$ \$ √ Landscaping and Irrigation Construction Cost Subtotal Allowance Subtotal: \$ Paving and Allowance Subtotal: \$ **Allowances based on % of Paving Construction Cost Subtotal Allowance Subtotal: \$ Paving and Allowance Subtotal: \$ % Mobilization 11% \$	284,099	
Major Construction Component Allowances**: Item Description Notes Allowance Item O Traffic Control Construction Phase Traffic Control 5% \$ Pavement Markings/Signs/Posts Includes Striping/Signs for Bicycle Facilities 4% \$ Roadway Drainage Standard Internal System 30% \$ Illumination 6% \$ Water Minor Adjustments 3% \$ Sewer Minor Adjustments 2% \$ Landscaping and Irrigation 6% \$ 1, Paving and Allowance Subtotal: \$ 1, Paving and Allowance Subtotal: \$ 10% \$	76,947	
Item Description Notes Allowance Item C √ Traffic Control Construction Phase Traffic Control 5% \$ √ Pavement Markings/Signs/Posts Includes Striping/Signs for Bicycle Facilities 4% \$ √ Roadway Drainage Standard Internal System 30% \$ √ Illumination 6% \$ √ Water Minor Adjustments 3% \$ √ Landscaping and Irrigation Minor Adjustments 6% \$ ***Allowances based on % of Paving Construction Cost Subtotal Allowance Subtotal: \$ 1, Paving and Allowance Subtotal: \$ Mobilization 11% \$	044,049	
Item Description Notes Allowance Item C √ Traffic Control Construction Phase Traffic Control 5% \$ √ Pavement Markings/Signs/Posts Includes Striping/Signs for Bicycle Facilities 4% \$ √ Roadway Drainage Standard Internal System 30% \$ √ Illumination 6% \$ √ Water Minor Adjustments 3% \$ √ Landscaping and Irrigation Minor Adjustments 6% \$ **Allowances based on % of Paving Construction Cost Subtotal Allowance Subtotal: \$ 1, Paving and Allowance Subtotal: \$ Mobilization 11% \$		
√ Traffic Control Construction Phase Traffic Control 5% \$ √ Pavement Markings/Signs/Posts Includes Striping/Signs for Bicycle Facilities 4% \$ √ Roadway Drainage Standard Internal System 30% \$ √ Illumination 6% \$ √ Water Minor Adjustments 3% \$ √ Sewer Minor Adjustments 2% \$ √ Landscaping and Irrigation 6% \$ 1, Paving and Allowance Subtotal: \$ 1, Paving and Allowance Subtotal: \$ \$ Mobilization 11%		
√ Pavement Markings/Signs/Posts Includes Striping/Signs for Bicycle Facilities 4% √ Roadway Drainage Standard Internal System 30% √ Illumination 6% \$ √ Water Minor Adjustments 3% \$ √ Sewer Minor Adjustments 2% \$ √ Landscaping and Irrigation 6% \$ **Allowances based on % of Paving Construction Cost Subtotal Allowance Subtotal: \$ 1, Paving and Allowance Subtotal: \$ **Allowances based on % of Paving Construction Cost Subtotal Allowance Subtotal: \$ 3, Mobilization	ost	
√ Roadway Drainage Standard Internal System 30% \$ √ Illumination 6% \$ √ Water Minor Adjustments 3% \$ √ Sewer Minor Adjustments 2% \$ √ Landscaping and Irrigation 6% \$ * ***Allowances based on % of Paving Construction Cost Subtotal Allowance Subtotal: \$ 1, Paving and Allowance Subtotal: \$ ***Allowances based on % of Paving Construction Cost Subtotal Allowance Subtotal: \$ 3, Mobilization 11%	102,202	
√ Illumination 6% \$ √ Water Minor Adjustments 3% \$ √ Sewer Minor Adjustments 2% \$ √ Landscaping and Irrigation 6% \$ ***Allowances based on % of Paving Construction Cost Subtotal Allowance Subtotal: \$ 1, Paving and Allowance Subtotal: \$ 3, Construction Contingency: 10% \$ Mobilization 11% \$ \$	81,762	
√ Water Minor Adjustments 3% \$ √ Sewer Minor Adjustments 2% \$ √ Landscaping and Irrigation 6% \$ **Allowances based on % of Paving Construction Cost Subtotal Allowance Subtotal: \$ Paving and Allowance Subtotal: \$ 3, Construction Contingency: 10% \$ Mobilization 11% \$	613,215	
√ Sewer Minor Adjustments 2% \$ √ Landscaping and Irrigation 6% \$ **Allowances based on % of Paving Construction Cost Subtotal Allowance Subtotal: \$ Paving and Allowance Subtotal: \$ Paving and Allowance Subtotal: \$ Construction Contingency: 10% Mobilization 11% \$	122,643	
 ✓ Landscaping and Irrigation 6% \$ **Allowances based on % of Paving Construction Cost Subtotal Allowance Subtotal: \$ 1, Paving and Allowance Subtotal: \$ 3, Construction Contingency: 10% \$ Mobilization 11% \$ 	61,321	
**Allowances based on % of Paving Construction Cost Subtotal Allowance Subtotal: \$ 1, Paving and Allowance Subtotal: \$ 3, Construction Contingency: 10% Mobilization 11%	40,881	
Paving and Allowance Subtotal: \$ 3, Construction Contingency: 10% \$ Mobilization 11% \$	122,643	
Construction Contingency: 10% \$ Mobilization 11% \$	144,668	
Construction Contingency: 10% \$ Mobilization 11% \$		
Mobilization 11% \$	188,717	
	318,872	
	350,759	
Prep ROW 4% \$	127,549	
Construction Cost TOTAL: \$ 3,9	36,000	
	<u> </u>	

Item Description	Notes:		Allowance	Item Cost
Construction:			-	\$ 3,986,000
Engineering/Survey/Testing:			16%	\$ 637,760
Inspection			3.5%	\$ 139,510
ROW/Easement Acquisition:			30%	\$ 1,195,800
		Impact Fee Project C	Cost TOTAL	\$ 5,959,000

NOTE: The planning level cost projections listed in this appendix have been developed for Rough Proportionality calculations only and should not be used for any future Capital Improvement Planning within the City of Bastrop.

2023 Transportation Impact Fee Study Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc. updated: 6/20/2023

Project Informat	ion:	Description:	Widening	Project No.	A-11
Name: Limits: Impact Fee Class: Ultimate Class: Length (If):	Edward Burleson Blakey to SH 21 EBFR Primary Multimodal Street B 4D_(80) 1,695			ne arterial with a median rainage, and 6' sidewal	
	wetien Cost Projection				

203 Earthwork/Topsoil (6" depth) 6,780 SY \$ 1.83 \$ 12,40 303 6" Asphalt (Type C) 497 TON \$ 140.87 \$ 70,04 403 Asphalt Prime Coat 4,972 GAL \$ 6.00 \$ 29,83 503 Lime Treated Subgrade (12" depth) 9,417 SY \$ 3.46 \$ 32,58 603 18" Flexible Base 9,417 SY \$ 56.20 \$ 529,21 703 6' Concrete Sidewalk (4" depth) 2,260 SY \$ 62.92 \$ 142,19 803 Machine Laid Curb & Gutter 6,780 LF \$ 22.37 \$ 151,66 903 Turn Lanes and Median Openings 346 SY \$ 118,58 \$ 41,07 Paving Construction Cost Subtotal: \$ 1,091,23 Major Construction Component Allowances**: Item Description Notes Allowance Item Cost √ Traffic Control 5% \$ 54,56 \$ 43,64 √ Roadway Drainage Standard Internal System 30% \$ 327,37 √ Illumination Minor Adjustments 2% \$ 6%		way Construction Cost Pro	bjection						
203 Earthwork/Topsoil (6" depth) 6,780 SY \$ 1.83 \$ 12,40 303 6" Asphalt (Type C) 497 TON \$ 140.87 \$ 70,04 403 Asphalt Prime Coat 4,972 GAL \$ 6.00 \$ 29,83 503 Lime Treated Subgrade (12" depth) 9,417 SY \$ 3.46 \$ 32,58 603 18" Flexible Base 9,417 SY \$ 62.92 \$ 142,19 803 Machine Laid Curb & Gutter 6,780 LF \$ 22.37 \$ 151,66 903 Turn Lanes and Median Openings 346 SY \$ 118.58 \$ 41,07 Paving Construction Cost Subtotal: \$ 1,091,23 Major Construction Component Allowances**: Item Description Notes Allowance Item Cost √ Traffic Control Construction Phase Traffic Control 5% \$ 54,56 √ Pavement Markings/Signs/Posts Includes Striping/Signs for Bicycle Facilities 4% \$ 43,64 √ Roadway Drainage Standard Internal System 30% \$ 327,37 √ Illumination Min	-	•				-	it Price		
303 6" Asphalt (Type C) 497 TON \$ 140.87 \$ 70,04 403 Asphalt Prime Coat 4,972 GAL \$ 6.00 \$ 29,83 503 Lime Treated Subgrade (12" depth) 9,417 SY \$ 3.46 \$ 32,58 603 18" Flexible Base 9,417 SY \$ 56.20 \$ 529,21 703 6" Concrete Sidewalk (4" depth) 2,260 SY \$ 62.92 \$ 142,19 803 Machine Laid Curb & Gutter 6,780 LF \$ 22.37 \$ 1151,66 903 Turn Lanes and Median Openings 346 SY \$ 118.58 \$ 41,07 Paving Construction Cost Subtotal: \$ 1,091,23 Major Construction Component Allowances**: Item Description Notes Allowance Item Cost √ Traffic Control Construction Phase Traffic Control 5% \$ 54,56 √ Pavement Markings/Signs/Posts Includes Striping/Signs for Bicycle Facilities 4% \$ 32,73 √ Illumination 6% \$ 65,47 \$ 32,73 \$ 32,73 √ Illumination <	103	Unclassified Street Excavation (3'	depth)	9,417	CY		8.73	\$	82,208
403 Asphalt Prime Coat 4,972 GAL \$ 6.00 \$ 29,83 503 Lime Treated Subgrade (12" depth) 9,417 SY \$ 3.46 \$ 32,58 603 18" Flexible Base 9,417 SY \$ 56.20 \$ 529,21 703 6' Concrete Sidewalk (4" depth) 2,260 SY \$ 62.92 \$ 142,19 803 Machine Laid Curb & Gutter 6,780 LF \$ 22.37 \$ 151,66 903 Turn Lanes and Median Openings 346 SY \$ 118.58 \$ 41,07 Paving Construction Cost Subtotal: \$ 1,091,23 Major Construction Component Allowances**: Item Description Notes Allowance Item Cost √ Traffic Control Construction Phase Traffic Control 5% \$ 54,56 √ Pavement Markings/Signs/Posts Includes Striping/Signs for Bicycle Facilities 4% \$ 43,64 √ Roadway Drainage Standard Internal System 30% \$ 327,37 √ Biter Minor Adjustments 2%				6,780	SY			Ŧ	12,407
503 Lime Treated Subgrade (12" depth) 9,417 SY \$ 3.46 \$ 32,58 603 18" Flexible Base 9,417 SY \$ 56.20 \$ 529,21 703 6' Concrete Sidewalk (4" depth) 2,260 SY \$ 62.92 \$ 142,19 803 Machine Laid Curb & Gutter 6,780 LF \$ 22.37 \$ 151,66 903 Turn Lanes and Median Openings 346 SY \$ 118.58 \$ 41,07 Paving Construction Cost Subtotal: \$ 1,091,23 Major Construction Component Allowances**: Item Description Notes Allowance Item Cost √ Traffic Control Construction Phase Traffic Control 5% \$ 54,56 √ Pavement Markings/Signs/Posts Construction Phase Traffic Control 5% \$ 54,56 √ Pavement Markings/Signs/Posts Construction Phase Traffic Control 5% \$ 43,64 √ Pavement Markings/Signs/Posts Minor Adjustments 30% \$ 327,73 √ Sewer Minor Adjustments 3% \$	303	6" Asphalt (Type C)		497	TON		140.87	\$	70,041
603 18" Flexible Base 9,417 SY \$ 56.20 \$ 529,21 703 6' Concrete Sidewalk (4" depth) 2,260 SY \$ 62.92 \$ 142,19 803 Machine Laid Curb & Gutter 6,780 LF \$ 22.37 \$ 151,66 903 Turn Lanes and Median Openings 346 SY \$ 118.58 \$ 41,07 Paving Construction Cost Subtotal: \$ 1,091,23 Major Construction Component Allowances**: Item Description Notes Allowance Item Cost √ Traffic Control 5% \$ 54,56 √ Pavement Markings/Signs/Posts Construction Phase Traffic Control 5% \$ 54,56 √ Pavement Markings/Signs/Posts Includes Striping/Signs for Bicycle Facilities 30% \$ 327,37 √ Illumination Standard Internal System 30% \$ 327,37 \$ 54,56 √ Sewer Minor Adjustments 2% \$ 21,82 \$ 65,47 √ Landscaping and Irrigation Subtotal Allowance Subtotal: \$ 611,09 <td></td> <td>Asphalt Prime Coat</td> <td></td> <td>4,972</td> <td>GAL</td> <td></td> <td>6.00</td> <td>+</td> <td>29,832</td>		Asphalt Prime Coat		4,972	GAL		6.00	+	29,832
703 6' Concrete Sidewalk (4" depth) 2,260 SY \$ 62.92 \$ 142,19 803 Machine Laid Curb & Gutter 6,780 LF \$ 22.37 \$ 151,66 903 Turn Lanes and Median Openings 346 SY \$ 118.58 \$ 41,07 Paving Construction Cost Subtotal: \$ 1,091,23 Major Construction Component Allowances**: Item Description Notes Allowance Item Cost √ Traffic Control 5% \$ 54,56 holdes Striping/Signs for Bicycle Facilties 4% \$ 43,64 √ Pavement Markings/Signs/Posts Includes Striping/Signs for Bicycle Facilties 4% \$ 43,64 √ Roadway Drainage Standard Internal System 30% \$ 327,37 √ Illumination 6% \$ 65,47 √ Sewer 30% \$ 32,73 √ Sewer 2% \$ 21,82 √ Landscaping and Irrigation Subtotal \$ 611,09 **Allowances based on % of Paving Construction Cost Subtotal \$ 1,702,32 Paving and Allowance Subtotal: \$ 1,702,32	503	Lime Treated Subgrade (12" depth	ו)	,	SY	\$	3.46		32,582
803 Machine Laid Curb & Gutter 6,780 LF \$ 22.37 \$ 151,66 903 Turn Lanes and Median Openings 346 SY \$ 118.58 \$ 41,07 Paving Construction Cost Subtotal: \$ 1,091,23 Major Construction Component Allowances**: Allowance Item Cost V Traffic Control Construction Phase Traffic Control 5% \$ 54,56 √ Pavement Markings/Signs/Posts Construction Struction Phase Striping/Signs for Bicycle Facilities 4% \$ 43,64 √ Roadway Drainage Standard Internal System 30% \$ 327,37 √ Illumination 6% \$ 65,47 √ Sewer Minor Adjustments 3% \$ 32,73 √ Sewer Minor Adjustments 2% \$ 21,82 √ Landscaping and Irrigation Kotal Allowance Subtotal: \$ 611,09 **Allowances based on % of Paving Construction Cost Subtotal \$ 1,702,32 Paving and Allowance Subtotal: \$ 1,702,32 Construction Contingency: 10% \$ 170,23 Mobilization 11% 187,25	603	18" Flexible Base		9,417	SY	\$	56.20	\$	529,217
903 Turn Lanes and Median Openings 346 SY \$ 118.58 \$ 41,07 Paving Construction Cost Subtotal: \$ 1,091,23 Major Construction Component Allowances**: Allowance Item Cost V Traffic Control Construction Phase Traffic Control Allowance Item Cost √ Pavement Markings/Signs/Posts Construction Phase Traffic Control 5% \$ 54,56 √ Pavement Markings/Signs/Posts Construction Phase Traffic Control 5% \$ 54,56 √ Pavement Markings/Signs/Posts Includes Striping/Signs for Bicycle Facilities 4% \$ 43,64 √ Roadway Drainage Standard Internal System 30% \$ 327,37 √ Illumination Minor Adjustments 3% \$ 327,37 √ Sewer 3% \$ 22% \$ 21,82 ✓ Landscaping and Irrigation Minor Adjustments 2% \$ 65,47 ***Allowances based on % of Paving Construction Cost Subtotal Allowance Subtotal: \$ 611,09 Paving and Allowance Subtotal: \$ 1,702,32 \$ 1,702,32 \$ 170,23 Prep ROW 4% \$ 68,09		6' Concrete Sidewalk (4" depth)		2,260	SY			\$	142,199
Paving Construction Cost Subtotal: \$ 1,091,23 Major Construction Component Allowances**: Item Description Notes Allowance Item Cost √ Traffic Control Construction Phase Traffic Control 5% \$ 54,56 √ Pavement Markings/Signs/Posts Includes Striping/Signs for Bicycle Facilities 4% \$ 43,64 √ Roadway Drainage Standard Internal System 30% \$ 327,37 √ Illumination 6% \$ 65,47 √ Sewer Minor Adjustments 3% \$ 32,73 √ Sewer Minor Adjustments 3% \$ 22,63 \$ 21,82 √ Landscaping and Irrigation Kinor Adjustments 6% \$ 65,47 **Allowances based on % of Paving Construction Cost Subtotal Allowance Subtotal: \$ 1,702,32 Paving and Allowance Subtotal: \$ 1,702,32 Mobilization 11% \$ 170,23 Mobilization 11% \$ 87,25 Prep ROW 4% \$ 68,09	803	Machine Laid Curb & Gutter		6,780		\$	22.37	\$	151,669
Major Construction Component Allowances**: Allowance Item Cost ✓ Traffic Control Construction Phase Traffic Control 5% \$4,56 ✓ Pavement Markings/Signs/Posts Includes Striping/Signs for Bicycle Facilities 4% \$43,64 ✓ Roadway Drainage Standard Internal System 30% \$327,37 ✓ Illumination 6% \$65,47 ✓ Water Minor Adjustments 3% \$32,73 ✓ Sewer Minor Adjustments 2% \$21,82 ✓ Landscaping and Irrigation 6% \$65,47 **Allowances based on % of Paving Construction Cost Subtotal Allowance Subtotal: \$611,09 Paving and Allowance Subtotal: \$1,702,32 Mobilization 11% \$187,25 Prep ROW 4% \$68,09	903	Turn Lanes and Median Openings			.	Ŧ		Ŧ	41,079
Item Description Notes Allowance Item Cost √ Traffic Control Construction Phase Traffic Control 5% \$ 54,56 √ Pavement Markings/Signs/Posts Includes Striping/Signs for Bicycle Facilities 4% \$ 43,64 √ Roadway Drainage Standard Internal System 30% \$ 327,37 √ Illumination 6% \$ 65,47 √ Water Minor Adjustments 3% \$ 32,73 √ Sewer Minor Adjustments 2% \$ 21,82 √ Landscaping and Irrigation Kost Subtotal Allowance Subtotal: \$ 611,09 Paving and Allowance Subtotal: \$ 1,702,32 Mobilization 11% \$ 187,25 Prep ROW 4% \$ 68,09				Paving	Construction C	Cost S	Subtotal:	\$	1,091,233
Item Description Notes Allowance Item Cost √ Traffic Control Construction Phase Traffic Control 5% \$ 54,56 √ Pavement Markings/Signs/Posts Includes Striping/Signs for Bicycle Facilities 4% \$ 43,64 √ Roadway Drainage Standard Internal System 30% \$ 327,37 √ Illumination 6% \$ 65,47 √ Water Minor Adjustments 3% \$ 32,73 √ Sewer Minor Adjustments 2% \$ 21,82 √ Landscaping and Irrigation Kost Subtotal Allowance Subtotal: \$ 611,09 Paving and Allowance Subtotal: \$ 1,702,32 Mobilization 11% \$ 187,25 Prep ROW 4% \$ 68,09									
√ Traffic Control Construction Phase Traffic Control 5% \$ 54,56 √ Pavement Markings/Signs/Posts Includes Striping/Signs for Bicycle Facilities 4% \$ 43,64 √ Roadway Drainage Standard Internal System 30% \$ 327,37 √ Illumination 6% 65,47 √ Water Minor Adjustments 3% \$ 22,73 √ Sewer Minor Adjustments 2% \$ 21,82 √ Landscaping and Irrigation 6% 65,47 **Allowances based on % of Paving Construction Cost Subtotal Allowance Subtotal: \$ 611,09 Paving and Allowance Subtotal: \$ 1,702,32 Mobilization 11% Prep ROW 4% \$ 68,09	Major	Construction Component Allowa	ances**:						
√ Pavement Markings/Signs/Posts Includes Striping/Signs for Bicycle Facilties 4% \$ 43,64 √ Roadway Drainage Standard Internal System 30% \$ 327,37 √ Illumination 6% 65,47 √ Water Minor Adjustments 3% \$ 22% √ Landscaping and Irrigation Minor Adjustments 2% \$ 21,82 √ Landscaping and Irrigation 6% 65,47 **Allowances based on % of Paving Construction Cost Subtotal Allowance Subtotal: \$ 611,09 Paving and Allowance Subtotal: \$ 1,702,32 Mobilization 11% \$ 187,25 Prep ROW 4% \$ 68,09		Item Description	Notes			Allo	wance		Item Cost
√ Roadway Drainage Standard Internal System 30% \$ 327,37 √ Illumination 6% 65,47 √ Water Minor Adjustments 3% \$ 327,37 √ Water Minor Adjustments 3% \$ 327,37 √ Sewer Minor Adjustments 3% \$ 227,37 √ Landscaping and Irrigation 2% \$ 21,82 √ Landscaping construction Cost Subtotal 6% \$ 65,47 **Allowances based on % of Paving Construction Cost Subtotal Allowance Subtotal: \$ 611,09 Paving and Allowance Subtotal: \$ 1,702,32 Mobilization 11% \$ 170,23 Prep ROW 4% \$ 68,09		Traffic Control	Construction Phase Traff	ic Control			5%	\$	54,562
 √ Illumination √ Water √ Water √ Sewer √ Landscaping and Irrigation ✓ Minor Adjustments 2% 21,82 5 65,47 \$ \$ 6% \$ 65,47 \$ \$ 65,47 \$ \$ 6% \$ 65,47 \$ \$ 6 \$ 6 \$ 6 \$ 6 \$ 7 7 \$ 7 7 \$ 7 7 \$ 7 7 \$ <l< td=""><td>\checkmark</td><td>Pavement Markings/Signs/Posts</td><td>Includes Striping/Signs for</td><td>or Bicycle Faciltie</td><td>S</td><td></td><td>4%</td><td>\$</td><td>43,649</td></l<>	\checkmark	Pavement Markings/Signs/Posts	Includes Striping/Signs for	or Bicycle Faciltie	S		4%	\$	43,649
√ Water Minor Adjustments 3% \$ 32,73 √ Sewer Minor Adjustments 2% \$ 21,82 √ Landscaping and Irrigation 6% \$ 65,47 **Allowances based on % of Paving Construction Cost Subtotal Allowance Subtotal: \$ 611,09 Paving and Allowance Subtotal: \$ 1,702,32 Mobilization 11% \$ 170,23 Prep ROW 4% \$ 68,09	\checkmark	Roadway Drainage	Standard Internal System	ı			30%	\$	327,370
√ Sewer Minor Adjustments 2% \$ 21,82 √ Landscaping and Irrigation 6% \$ 65,47 **Allowances based on % of Paving Construction Cost Subtotal Allowance Subtotal: \$ 611,09 Paving and Allowance Subtotal: \$ 1,702,32 Construction Contingency: 10% 10% \$ 170,23 Mobilization 11% \$ 187,25 Prep ROW 4% 68,09	\checkmark	Illumination					6%	\$	65,474
√ Landscaping and Irrigation 6% 65,47 **Allowances based on % of Paving Construction Cost Subtotal Allowance Subtotal: \$ 611,09 Paving and Allowance Subtotal: \$ 1,702,32 Construction Contingency: 10% \$ 170,23 Mobilization 11% \$ 187,25 Prep ROW 4% \$ 68,09	\checkmark	Water	Minor Adjustments				3%	\$	32,737
**Allowances based on % of Paving Construction Cost Subtotal Allowance Subtotal: \$ 611,09 Paving and Allowance Subtotal: \$ 1,702,32 Construction Contingency: 10% \$ 170,23 Mobilization 11% \$ 187,25 Prep ROW 4% \$ 68,09	\checkmark	Sewer	Minor Adjustments				2%	\$	21,825
Paving and Allowance Subtotal: 1,702,32 Construction Contingency: 10% 170,23 Mobilization 11% 187,25 Prep ROW 4% 68,09	\checkmark	Landscaping and Irrigation					6%	\$	65,474
Construction Contingency: 10% 170,23 Mobilization 11% 187,25 Prep ROW 4% 68,09	**Allowa	ances based on % of Paving Construction C	Cost Subtotal		Allowa	nce S	Subtotal:	\$	611,090
Construction Contingency: 10% 170,23 Mobilization 11% 187,25 Prep ROW 4% 68,09									
Mobilization 11% \$ 187,25 Prep ROW 4% \$ 68,09				Pa	ving and Allowa	nce S	Subtotal:	\$	1,702,323
Prep ROW 4% \$ 68,09	Construction Contingency: 10%						\$	170,232	
		Mobilization					11%	\$	187,256
Construction Cost TOTAL: \$ 2,128,00					Prep ROW		4%	\$	68,093
		Construction Cost TOTAL:					\$	2,128,000	
								Ŧ	, -,

Impact Fee Project Cost Sumi Item Description	Notes:		Allowance	Item Cost
Construction:			-	\$ 2,128,000
Engineering/Survey/Testing:			16%	\$ 340,480
Inspection			3.5%	\$ 74,480
ROW/Easement Acquisition:			15%	\$ 319,200
		Impact Fee Project C	Cost TOTAL	\$ 2,862,000

NOTE: The planning level cost projections listed in this appendix have been developed for Rough Proportionality calculations only and should not be used for any future Capital Improvement Planning within the City of Bastrop.

2023 Transportation Impact Fee Study Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc. updated: 6/20/2023

Project Informat	ion:	Description:	Widening	Project No. A-12	
Name: Limits: Impact Fee Class: Ultimate Class: Length (If):	FM 969 (1) City Limits to Blakey Ln State Highway System 4D_(110) 2,405			ne highway arterial with a media rground drainage, and 6' sidewa et.	
Roadway Const	ruction Cost Projectior				

No.	Item Description	-	Quantity	Unit	Unit Price		Item Cost
101	Unclassified Street Excavation (3'	depth)	14.430	CY	\$ 8.73	\$	125,974
201	Earthwork/Topsoil (6" depth)		16,568	SY	\$ 1.83	\$	30,319
301	6" Asphalt (Type C)		770	TON	\$ 140.87	\$	108,414
401	Asphalt Prime Coat		7,696	GAL	\$ 6.00	\$	46,176
501	Lime Treated Subgrade (12" dept	n)	14,430	SY	\$ 3.46	\$	49,928
601	18" Flexible Base		14,430	SY	\$ 56.20	\$	810,966
701	6' Concrete Sidewalk (4" depth)		3,207	SY	\$ 62.92	\$	201,763
801	Machine Laid Curb & Gutter		9,620	LF	\$ 22.37	\$	215,199
901	Turn Lanes and Median Openings	5	492	SY	\$ 123.94	\$	60,919
	Paving Construction					: \$	1,649,658
Major	Construction Component Allowa	ances**:					
	Item Description	Notes			Allowance		Item Cost
	Traffic Control	Construction Phase Traff	ic Control		5%	\$	82,483
	Pavement Markings/Signs/Posts	Includes Striping/Signs for	or Bicycle Faciltie	s	4%	\$	65,986
\checkmark	Roadway Drainage	Standard Internal System	ı		30%	\$	494,897
\checkmark	Illumination				6%	\$	98,979
\checkmark	Water	Minor Adjustments			3%	\$	49,490
	Sewer	Minor Adjustments			2%	\$	32,993
	Landscaping and Irrigation				6%	\$	98,979
**Allowa	ances based on % of Paving Construction C	Cost Subtotal		Allowa	nce Subtotal	: \$	923,809
			Pav	ving and Allowa	ince Subtotal	\$	2,573,467
	Construction Contingency: 10%						257,347
	Mobilization 11%					\$	283,081
				Prep ROW	4%	\$	102,939
Construction Cost TOTAL:						\$	3,217,000

Impact Fee Project Cost Sum	mary		
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 3,217,000
Engineering/Survey/Testing:		16%	\$ 514,720
Inspection		3.5%	\$ 112,595
ROW/Easement Acquisition:		0%	\$ -
	\$ 768,800		

NOTE: The planning level cost projections listed in this appendix have been developed for Rough Proportionality calculations only and should not be used for any future Capital Improvement Planning within the City of Bastrop.

2023 Transportation Impact Fee Study Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc. updated: 6/20/2023

Project Informat	ion:	Description:	Widening	Project No. A	-13
Name: Limits: Impact Fee Class: Ultimate Class: Length (If):	FM 969 (2) Blakey Ln to State Highway 2 State Highway System 4D_(110) 1,500			ne highway arterial with a me rground drainage, and 6' side et.	

Roac	Iway Construction Cost Pro	jection					
No.	Item Description		Quantity	Unit	Unit Price		Item Cost
101	Unclassified Street Excavation (3'	depth)	9,000	CY	\$ 8.73	\$	78,570
201	Earthwork/Topsoil (6" depth)		10,333	SY	\$ 1.83	\$	18,910
301	6" Asphalt (Type C)		480	TON	\$ 140.87	\$	67,618
401	Asphalt Prime Coat		4,800	GAL	\$ 6.00	\$	28,800
501	Lime Treated Subgrade (12" depth	ı)	9,000	SY	\$ 3.46	\$	31,140
601	18" Flexible Base		9,000	SY	\$ 56.20	\$	505,800
701	6' Concrete Sidewalk (4" depth)		2,000	SY	\$ 62.92	\$	125,840
801	Machine Laid Curb & Gutter		6,000	LF	\$ 22.37	\$	134,220
901	Turn Lanes and Median Openings		307	SY	\$ 123.94	\$	37,995
	Paving Construction				Cost Subtotal:	\$	1,028,893
Major Construction Component Allowances**:							
	Item Description	Notes			Allowance		Item Cost
	Traffic Control	Construction Phase Traff	ic Control		5%	\$	51,445
	Pavement Markings/Signs/Posts	Includes Striping/Signs for	or Bicycle Faciltie	S	4%	\$	41,156
	Roadway Drainage	Standard Internal System	ı		30%	\$	308,668
	Illumination				6%	\$	61,734
	Water	Minor Adjustments			3%	\$	30,867
	Sewer	Minor Adjustments			2%	\$	20,578
	Landscaping and Irrigation				6%	\$	61,734
**Allowa	ances based on % of Paving Construction C	ost Subtotal		Allowa	nce Subtotal:	\$	576,180
				ving and Allowa		\$	1,605,073
	Construction Contingency: 10%						160,507
	Mobilization 11%						176,558
				Prep ROW		\$	64,203
	Construction Cost TOTAL:						2,007,000

Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 2,007,000
Engineering/Survey/Testing:		16%	\$ 321,120
Inspection		3.5%	\$ 70,245
ROW/Easement Acquisition:		0%	\$ -
	\$ 479,600		

NOTE: The planning level cost projections listed in this appendix have been developed for Rough Proportionality calculations only and should not be used for any future Capital Improvement Planning within the City of Bastrop.

2023 Transportation Impact Fee Study Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc. updated: 6/20/2023

Project Informat	ion:	Description:	Widening	Project No.	A-14
Name: Limits: Impact Fee Class: Ultimate Class: Length (If):	Hasler Blvd (2) Old Austin Hwy to SH 21 Primary Multimodal Street B 4D_(80) 1,340			ne arterial with a median drainage, and 6' sidewalk	
Poodwov Const	ruction Cost Projection				

	way Construction Cost Pro	Jeenen					
No.	Item Description		Quantity	Unit	Unit Price		Item Cost
103	Unclassified Street Excavation (3'	depth)	7,444	CY	\$ 8.73	\$	64,990
203	Earthwork/Topsoil (6" depth)		5,360	SY	\$ 1.83	\$	9,809
303	6" Asphalt (Type C)		393	TON	\$ 140.87	\$	55,371
403	Asphalt Prime Coat		3,931	GAL	\$ 6.00	\$	23,584
503	Lime Treated Subgrade (12" depth	1)	7,444	SY	\$ 3.46	\$	25,758
603	18" Flexible Base		7,444	SY	\$ 56.20	\$	418,378
703	6' Concrete Sidewalk (4" depth)		1,787	SY	\$ 62.92	\$	112,417
803	Machine Laid Curb & Gutter		5,360	LF	\$ 22.37	\$	119,903
903	Turn Lanes and Median Openings		274	SY	\$ 118.58	\$	32,475
			Paving	Construction C	Cost Subtotal:	\$	862,685
-							
Major	Construction Component Allowa	Inces**:					
	Item Description	Notes			Allowance		Item Cost
\checkmark	Traffic Control	Construction Phase Traff	fic Control		5%	\$	43,134
\checkmark	Pavement Markings/Signs/Posts	Includes Striping/Signs for	or Bicycle Faciltie	S	4%	\$	34,507
\checkmark	Roadway Drainage	Standard Internal System	า		30%	\$	258,806
\checkmark	Illumination				6%	\$	51,761
\checkmark	Water	Minor Adjustments			3%	\$	25,881
\checkmark	Sewer	Minor Adjustments			2%	\$	17,254
\checkmark	Landscaping and Irrigation				6%	\$	51,761
**Allowa	ances based on % of Paving Construction C	ost Subtotal		Allowa	nce Subtotal:	\$	483,104
				ving and Allowa		\$	1,345,789
Construction Contingency: 10%							134,579
	Mobilization 11%					\$	148,037
				Prep ROW	4%	\$	53,832
Construction Cost TOTAL:						\$	1,683,000
							,,

Item Description	Notes:		Allowance	Item Cost
Construction:			-	\$ 1,683,000
Engineering/Survey/Testing:			16%	\$ 269,280
Inspection			3.5%	\$ 58,905
ROW/Easement Acquisition:			30%	\$ 504,900
		Impact Fee Project C	Cost TOTAL	\$ 2,516,000

NOTE: The planning level cost projections listed in this appendix have been developed for Rough Proportionality calculations only and should not be used for any future Capital Improvement Planning within the City of Bastrop.

2023 Transportation Impact Fee Study Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc. updated: 6/20/2023

Project Informat	ion:	Description:	Widening	Project No.	A-15
Name: Limits: Impact Fee Class: Ultimate Class: Length (If):	Home Depot Way Hunter's Crossing to SH 304 Primary Multimodal Street B 4D_(80) 1,805			ane arterial with a median drainage, and 6' sidewalks	

Road	Iway Construction Cost Pro	jection					
No.	Item Description		Quantity	Unit	Unit Price		Item Cost
103	Unclassified Street Excavation (3'	depth)	10,028	CY	\$ 8.73	\$	87,543
203	Earthwork/Topsoil (6" depth)		7,220	SY	\$ 1.83	\$	13,213
303	6" Asphalt (Type C)		529	TON	\$ 140.87	\$	74,586
403	Asphalt Prime Coat		5,295	GAL	\$ 6.00	\$	31,768
503	Lime Treated Subgrade (12" depth	ı)	10,028	SY	\$ 3.46	\$	34,696
603	18" Flexible Base		10,028	SY	\$ 56.20	\$	563,561
703	6' Concrete Sidewalk (4" depth)		2,407	SY	\$ 62.92	\$	151,427
803	Machine Laid Curb & Gutter		7,220	LF	\$ 22.37	\$	161,511
903	Turn Lanes and Median Openings		369	SY	\$ 118.58	\$	43,745
Paving Construction					Cost Subtotal:	\$	1,162,050
Major Construction Component Allowances**:						_	
	Item Description	Notes			Allowance		Item Cost
	Traffic Control	Construction Phase Traff	ic Control		5%	\$	58,103
\checkmark	Pavement Markings/Signs/Posts	Includes Striping/Signs for	or Bicycle Faciltie	s	4%	\$	46,482
	Roadway Drainage	Standard Internal System	1		30%	\$	348,615
	Illumination				6%	\$	69,723
	Water	Minor Adjustments			3%	\$	34,862
	Sewer	Minor Adjustments			2%	\$	23,241
\checkmark	Landscaping and Irrigation				6%	\$	69,723
**Allowa	nces based on % of Paving Construction C	ost Subtotal		Allowa	ince Subtotal:	\$	650,748
Paving and Allowance Subtotal:						\$	1,812,798
	Construction Contingency: 10%						181,280
	Mobilization 11%					\$	199,408
				Prep ROW		\$	72,512
Construction Cost TOTAL:						\$	2,266,000

Item Description	Notes:		Allowance	Item Cost
Construction:			-	\$ 2,266,000
Engineering/Survey/Testing:			16%	\$ 362,560
Inspection			3.5%	\$ 79,310
ROW/Easement Acquisition:			30%	\$ 679,800
		Impact Fee Project (Cost TOTAL	\$ 3,388,000

NOTE: The planning level cost projections listed in this appendix have been developed for Rough Proportionality calculations only and should not be used for any future Capital Improvement Planning within the City of Bastrop.

2023 Transportation Impact Fee Study Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc. updated: 6/20/2023

Project Inf	formation:	Description: Widening	1/2	Project No.	A-16
Name: Limits: Impact Fee (Ultimate Cla Length (If):		gutter, unde	erground draina		dian with curb and walks on both
	Construction Cost Projection	n Quantity	Unit	Unit Price	Item Cost
103 Uncla	ssified Street Excavation (3' depth)	11,889	CY	\$ 8.73	\$ 103,790

203	Earthwork/Topsoil (6" depth)	8,560 SY			\$ 1.83	\$	15,665		
303	6" Asphalt (Type C)		628	TON	\$ 140.87	\$	88,429		
403	Asphalt Prime Coat		6,277	GAL	\$ 6.00	\$	37,664		
503	Lime Treated Subgrade (12" depth)		11,889	SY	\$ 3.46	\$	41,136		
603	18" Flexible Base		11,889	SY	\$ 56.20	\$	668,156		
703	6' Concrete Sidewalk (4" depth)		2,853	SY	\$ 62.92	\$	179,532		
803	Machine Laid Curb & Gutter		8,560	LF	\$ 22.37	\$	191,487		
903	Turn Lanes and Median Openings		437	SY	\$ 118.58	\$	51,864		
			Paving	Construction C	Cost Subtotal:	\$	1,377,721		
Major	Malian Canadamatian Campanant Allamanaa ***								
wajor	Major Construction Component Allowances**: Item Description Notes				Allowance		Item Cost		
	Traffic Control				Allowance 5%	¢			
N		Construction Phase Traff					68,886		
N	Pavement Markings/Signs/Posts	Includes Striping/Signs for		S	4%		55,109		
N	Roadway Drainage	Standard Internal System	I.		30%	\$	413,316		
N	Illumination				6%	\$	82,663		
N	Water	Minor Adjustments			3%		41,332		
N	Sewer	Minor Adjustments			2%	1	27,554		
	Landscaping and Irrigation				6%	T	82,663		
**Allowa	ances based on % of Paving Construction C	Cost Subtotal		Allowa	ance Subtotal:	\$	771,524		
Paving and Allowance Subtotal:							2,149,245		
	Construction Contingency: 10%					\$	214,925		
	Mobilization 11%					\$	236,417		
				Prep ROW	4%	\$	85,970		
	Construction Cost TOTAL:						2,687,000		

Impact Fee Project Cost Sun	nmary			
Item Description	Notes:		Allowance	Item Cost
Construction:			-	\$ 2,687,000
Engineering/Survey/Testing:			16%	\$ 429,920
Inspection			3.5%	\$ 94,045
ROW/Easement Acquisition:			15%	\$ 403,050
		Impact Fee Project C	Cost TOTAL	\$ 3,614,000

NOTE: The planning level cost projections listed in this appendix have been developed for Rough Proportionality calculations only and should not be used for any future Capital Improvement Planning within the City of Bastrop.

2023 Transportation Impact Fee Study Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc. updated: 6/20/2023

Project Informat	ion:	Description:	Widening 1/2	Project No.	A-17
Name:	Bear Hunter Drive (2)		Construction of a 4 lane arteri	al with a media	n with curb and
Limits:	State Highway 21 to Bear Hun	nter Drive (gutter, underground drainage	, and 6' sidewa	lks on both
Impact Fee Class:	Primary Multimodal Street B		sides of the street.		
Ultimate Class:	4D_(80)				
Length (If):	3,305				

Road	way Construction Cost Pro	jection					
No.	Item Description	-	Quantity	Unit	Unit Price		Item Cost
103	Unclassified Street Excavation (3'	depth)	18,361	CY	\$ 8.73	\$	160,293
203	Earthwork/Topsoil (6" depth)		13,220	SY	\$ 1.83	\$	24,193
303	6" Asphalt (Type C)		969	TON	\$ 140.87	\$	136,569
403	Asphalt Prime Coat		9,695	GAL	\$ 6.00	\$	58,168
503	Lime Treated Subgrade (12" depth	ו)	18,361	SY	\$ 3.46	\$	63,529
603	18" Flexible Base		18,361	SY	\$ 56.20	\$	1,031,894
703	6' Concrete Sidewalk (4" depth)		4,407	SY	\$ 62.92	\$	277,267
803	Machine Laid Curb & Gutter		13,220	LF	\$ 22.37	\$	295,731
903	Turn Lanes and Median Openings		675	SY	\$ 118.58	\$	80,098
			Paving	Construction (Cost Subtotal:	\$	2,127,743
Major	Construction Component Allowa	ances**:					
	Item Description	Notes			Allowance		Item Cost
	Traffic Control	Construction Phase Traff	fic Control		5%	\$	106,387
\checkmark	Pavement Markings/Signs/Posts	Includes Striping/Signs for	or Bicycle Faciltie	S	4%	\$	85,110
\checkmark	Roadway Drainage	Standard Internal System	า		30%	\$	638,323
\checkmark	Illumination				6%	\$	127,665
\checkmark	Water	Minor Adjustments			3%	\$	63,832
\checkmark	Sewer	Minor Adjustments			2%	\$	42,555
\checkmark	Landscaping and Irrigation				6%		127,665
**Allowa	ances based on % of Paving Construction C	ost Subtotal		Allowa	ance Subtotal:	\$	1,191,536
Paving and Allowance Subtotal:							3,319,279
Construction Contingency: 10%						\$	331,928
	Mobilization 11%						365,121
	Prep ROW 4%						132,771
			Co	nstruction C	ost TOTAL:	\$	4,150,000

Impact Fee Project Cost Sum	nary		
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 4,150,000
Engineering/Survey/Testing:		16%	\$ 664,000
Inspection		3.5%	\$ 145,250
ROW/Easement Acquisition:		15%	\$ 622,500
	Impact Fee Project (Cost TOTAL	\$ 5,582,000

NOTE: The planning level cost projections listed in this appendix have been developed for Rough Proportionality calculations only and should not be used for any future Capital Improvement Planning within the City of Bastrop.

2023 Transportation Impact Fee Study Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc. updated: 6/20/2023

Project Informati	on:	Description:	Access Management	Project No	. A-18
Limits: Impact Fee Class: Ultimate Class:	SH 304 SH 21 EBFR to Hunters Point State Highway System 4D_(110) 2,925	Dr	Construction of a 4 lane curb and gutter, undergo both sides of the street.	U V	

101 Unclassified Street Excavation (3' depth) 17,550 CY \$ 8.73 \$ 153 201 Earthwork/Topsoil (6" depth) 20,150 SY \$ 1.83 \$ 36 301 6" Asphalt (Type C) 936 TON \$ 140.87 \$ 131 401 Asphalt Prime Coat 9,360 GAL \$ 6.00 \$ 56 501 Lime Treated Subgrade (12" depth) 17,550 SY \$ 3.46 \$ 60 601 18" Flexible Base 17,550 SY \$ 56.20 \$ 986 701 6' Concrete Sidewalk (4" depth) 3,900 SY \$ 62.92 \$ 22.37 \$ 261 901 Turn Lanes and Median Openings 598 SY \$ 123.94 \$ 74 Paving Construction Cost Subtotal: \$ 2,006 Major Construction Component Allowances**: Item Description Notes Allowance Item Cost √ Traffic Control Notes Construction Phase Traffic Control 5% \$ 100 √ Pavement Markings/Signs/Posts Includes Striping/Signs for Bicycle Fac	Road	Iway Construction Cost Pro	jection						
201 Earthwork/Topsoil (6" depth) 20,150 SY \$ 1.83 \$ 36 301 6" Asphalt (Type C) 936 TON \$ 140.87 \$ 131 401 Asphalt (Type C) 936 GAL \$ 6.00 \$ 56 501 Lime Treated Subgrade (12" depth) 17,550 SY \$ 3.46 \$ 60 601 18" Flexible Base 17,550 SY \$ 56.20 \$ 986 701 6' Concrete Sidewalk (4" depth) 3,900 SY \$ 62.92 \$ 245 801 Machine Laid Curb & Gutter 11,700 LF \$ 22.37 \$ 261 901 Turn Lanes and Median Openings 598 SY \$ 123.94 \$ 74 Paving Construction Cost Subtotal: \$ 2,006 Major Construction Component Allowances**: Includes Striping/Signs for Bicycle Facilties 4% \$ 800 √ Roadway Drainage Vinor Adjustments 30% \$ 601 √ Water Minor Adjustments 3% \$ 40 √ Sewer Minor Adjus	No.	Item Description		Quantity	Unit	Unit Price		Item Cost	
301 6" Asphalt (Type C) 936 TON \$ 140.87 \$ 131 401 Asphalt Prime Coat 9,360 GAL \$ 6.00 \$ 56 501 Lime Treated Subgrade (12" depth) 17,550 SY \$ 3.46 \$ 600 601 18" Flexible Base 17,550 SY \$ 62.92 \$ 245 801 Machine Laid Curb & Gutter 11,700 LF \$ 22.37 \$ 261 901 Turn Lanes and Median Openings 598 SY \$ 123.94 \$ 74 Paving Construction Cost Subtotal: \$ 2,006 Major Construction Component Allowances**: Item Description Notes Allowance Item Cost √ Traffic Control Construction Phase Traffic Control 5% \$ 100 √ Pavement Markings/Signs/Posts Construction Phase Traffic Control 5% \$ 100 √ Pavement Markings/Signs/Posts Minor Adjustments 30% \$ 601 √ Water Minor Adjustments 2% 4 0 √ Landscaping and Irriga	101	Unclassified Street Excavation (3'	depth)	17,550	CY	\$ 8.73	\$	153,212	
401 Asphalt Prime Coat 9,360 GAL \$ 6.00 \$ 56 501 Lime Treated Subgrade (12" depth) 17,550 SY \$ 3.46 \$ 60 601 18" Flexible Base 17,550 SY \$ 56.20 \$ 986 701 6' Concrete Sidewalk (4" depth) 3,900 SY \$ 62.92 \$ 245 801 Machine Laid Curb & Gutter 11,700 LF \$ 22.37 \$ 261 901 Turn Lanes and Median Openings 598 SY \$ 123.94 \$ 74 Paving Construction Cost Subtotal: \$ 2,006 Major Construction Component Allowances**: Item Cost 4 \$ 80 √ Traffic Control Construction Phase Traffic Control 5% \$ 100 √ Pavement Markings/Signs/Posts Includes Striping/Signs for Bicycle Facilities 4% \$ 80 √ Roadway Drainage Minor Adjustments 30%	201	Earthwork/Topsoil (6" depth)		20,150	SY	\$ 1.83	\$	36,875	
501 Lime Treated Subgrade (12" depth) 17,550 SY \$ 3.46 \$ 60 601 18" Flexible Base 17,550 SY \$ 56.20 \$ 986 701 6' Concrete Sidewalk (4" depth) 3,900 SY \$ 62.92 \$ 245 801 Machine Laid Curb & Gutter 11,700 LF \$ 22.37 \$ 261 901 Turn Lanes and Median Openings 598 SY \$ 123.94 \$ 74 Paving Construction Cost Subtotal: \$ 2,006 Major Construction Component Allowances**: Item Description Notes Allowance Item Cost √ Traffic Control Construction Phase Traffic Control 5% \$ 100 √ Pavement Markings/Signs/Posts Construction Phase Traffic Control 5% \$ 100 √ Pavement Markings/Signs/Posts Kindard Internal System 30% \$ 601 √ Water Minor Adjustments 3% \$ 601 √ Sewer Minor Adjustments 2% \$ 40 √ Landscaping and Irrigation	301	6" Asphalt (Type C)		936	TON	\$ 140.87	\$	131,854	
601 18" Flexible Base 17,550 SY \$ 56.20 \$ 986 701 6' Concrete Sidewalk (4" depth) 3,900 SY \$ 62.92 \$ 245 801 Machine Laid Curb & Gutter 11,700 LF \$ 22.37 \$ 261 901 Turn Lanes and Median Openings 598 SY \$ 123.94 \$ 74 Paving Construction Cost Subtotal: \$ 2,006 Major Construction Component Allowances**: Item Description Notes Allowance Item Cost √ Traffic Control Construction Phase Traffic Control 5% \$ 100 √ Pavement Markings/Signs/Posts Construction Phase Traffic Control 5% \$ 100 √ Pavement Markings/Signs/Posts Construction Phase Traffic Control 5% \$ 100 √ Pavement Markings/Signs/Posts Construction Adjustments 30% \$ 601 √ Illumination Minor Adjustments 3% \$ 600 √ Sewer Minor Adjustments 2% \$ 40 √ Landscaping and Irrigation Minor Adjustments 2% \$ 1,123 <td colsp<="" td=""><td>401</td><td>Asphalt Prime Coat</td><td></td><td>9,360</td><td>GAL</td><td>\$ 6.00</td><td></td><td>56,160</td></td>	<td>401</td> <td>Asphalt Prime Coat</td> <td></td> <td>9,360</td> <td>GAL</td> <td>\$ 6.00</td> <td></td> <td>56,160</td>	401	Asphalt Prime Coat		9,360	GAL	\$ 6.00		56,160
701 6' Concrete Sidewalk (4" depth) 3,900 SY \$ 62.92 \$ 245 801 Machine Laid Curb & Gutter 11,700 LF \$ 22.37 \$ 261 901 Turn Lanes and Median Openings 598 SY \$ 123.94 \$ 74 Paving Construction Cost Subtotal: \$ 2,006 Major Construction Component Allowances**: Item Description Notes Allowance Item Cost √ Traffic Control Construction Phase Traffic Control 5% \$ 100 √ Pavement Markings/Signs/Posts Construction Phase Traffic Control 5% \$ 100 √ Pavement Markings/Signs/Posts Construction Phase Traffic Control 5% \$ 100 √ Roadway Drainage Standard Internal System 30% \$ 601 √ Water Minor Adjustments 3% \$ 60 √ Sewer Minor Adjustments 3% \$ 60 √ Landscaping and Irrigation Kinor Adjustments 2% \$ 40 ✓ Landscaping and Irrigation Stabtotal \$ 1,123 Pav	501	Lime Treated Subgrade (12" depth	ו)	17,550	SY			60,723	
801 Machine Laid Curb & Gutter 11,700 LF \$ 22.37 \$ 261 901 Turn Lanes and Median Openings 598 SY \$ 123.94 \$ 74 Paving Construction Cost Subtotal: \$ 2,006 Major Construction Component Allowances**: Item Description Notes Allowance Item Cost √ Traffic Control Construction Phase Traffic Control 5% 100 √ Pavement Markings/Signs/Posts Construction Phase Traffic Control 5% \$ 100 √ Pavement Markings/Signs/Posts Construction Phase Traffic Control 5% \$ 100 √ Pavement Markings/Signs/Posts Construction Phase Traffic Control 5% \$ 100 √ Pavement Markings/Signs/Posts Construction Phase Traffic Control 5% \$ 100 √ Roadway Drainage Standard Internal System 30% \$ 601 √ Illumination Minor Adjustments 3% \$ 600 √ Sewer 2% \$ 40 \$ 120 ✓ Landscaping and Irrigation For Adjustments \$ 6% \$ 120 **Allowances base	601	18" Flexible Base		17,550	SY			986,310	
901 Turn Lanes and Median Openings 598 SY \$ 123.94 \$ 74 Paving Construction Cost Subtotal: \$ 2,006 Major Construction Component Allowances**: Allowance Item Cost Major Construction Component Allowances**: Allowance Item Cost V Traffic Control Construction Phase Traffic Control 5% \$ 100 √ Pavement Markings/Signs/Posts Construction Phase Traffic Control 5% \$ 100 √ Pavement Markings/Signs/Posts Construction Phase Traffic Control 5% \$ 100 √ Roadway Drainage Standard Internal System 30% \$ 601 √ Illumination Minor Adjustments 3% \$ 600 √ Sewer 3% \$ 600 √ Landscaping and Irrigation Minor Adjustments 3% \$ 600 ✓ Landscaping and Irrigation Paving and Allowance Subtotal: \$ 1,123 Paving and Allowance Subtotal: \$ 3,129 \$ 3,129 \$ 3,129 Y Paving and Allowance Subtotal: \$ 3,129 \$ 3,129 \$ 3,129 \$ 3,12 \$ 3,12	701	6' Concrete Sidewalk (4" depth)		3,900	SY	\$ 62.92	\$	245,388	
Paving Construction Cost Subtotal: \$ 2,006 Major Construction Component Allowances**: Item Description Notes Allowance Item Cost √ Traffic Control 5% 100 √ Pavement Markings/Signs/Posts Construction Phase Traffic Control 5% 100 √ Pavement Markings/Signs/Posts Includes Striping/Signs for Bicycle Facilties 4% \$ 80 √ Roadway Drainage Standard Internal System 30% \$ 601 √ Water Minor Adjustments 3% \$ 60 √ Sewer 2% \$ 40 √ Landscaping and Irrigation Minor Adjustments 2% \$ 40 ✓ Landscaping and Irrigation 1,123 1,123 Paving and Allowance Subtotal: \$ 1,123 Paving and Allowance Subtotal: \$ 3,129 Construction Contingency: 10% \$ 312 Mobilization 11% \$ 44 Prep ROW 4% \$ 125	801	Machine Laid Curb & Gutter		11,700	LF		\$	261,729	
Major Construction Component Allowances**: Item Description Notes Allowance Item Cost √ Traffic Control 5% \$ 100 √ Pavement Markings/Signs/Posts Construction Phase Traffic Control 5% \$ 100 √ Pavement Markings/Signs/Posts Construction Phase Traffic Control 5% \$ 100 √ Pavement Markings/Signs/Posts Construction Phase Striping/Signs for Bicycle Facilities 4% \$ 80 √ Roadway Drainage Standard Internal System 30% \$ 601 √ Illumination 6% \$ 120 √ Water Minor Adjustments 3% \$ 600 √ Sewer Minor Adjustments 2% \$ 400 √ Landscaping and Irrigation Facily and Allowance Subtotal: \$ 1,123 Paving and Allowance Subtotal: \$ 3,129 Construction Contingency: 10% \$ 312 Mobilization 11% \$ 344 \$ 125	901	Turn Lanes and Median Openings		598	SY	\$ 123.94	\$	74,091	
Item Description Notes Allowance Item Cost √ Traffic Control Construction Phase Traffic Control 5% \$100 √ Pavement Markings/Signs/Posts Includes Striping/Signs for Bicycle Facilities 4% \$80 √ Roadway Drainage Standard Internal System 30% \$601 √ Illumination 6% \$120 √ Water Minor Adjustments 3% \$600 √ Landscaping and Irrigation Minor Adjustments 2% \$400 ✓ Landscaping and Irrigation 6% \$120 Paving and Allowance Subtotal: \$1,123 Paving and Allowance Subtotal: \$1,123 Mobilization 11% \$312 Paving and Allowance Subtotal: \$3,129 Paving and Allowance Subtotal: \$312 Mobilization 11% \$344 Prep ROW 4% \$125				Paving	Construction C	Cost Subtotal:	\$	2,006,341	
Item Description Notes Allowance Item Cost √ Traffic Control Construction Phase Traffic Control 5% \$100 √ Pavement Markings/Signs/Posts Includes Striping/Signs for Bicycle Facilities 4% \$80 √ Roadway Drainage Standard Internal System 30% \$601 √ Illumination 6% \$120 √ Water Minor Adjustments 3% \$600 √ Landscaping and Irrigation Minor Adjustments 2% \$400 ✓ Landscaping and Irrigation 6% \$120 Paving and Allowance Subtotal: \$1,123 Paving and Allowance Subtotal: \$1,123 Mobilization 11% \$312 Paving and Allowance Subtotal: \$3,129 Paving and Allowance Subtotal: \$312 Mobilization 11% \$344 Prep ROW 4% \$125									
√ Traffic Control Construction Phase Traffic Control 5% \$ 100 √ Pavement Markings/Signs/Posts Includes Striping/Signs for Bicycle Facilities 4% \$ 80 √ Roadway Drainage Standard Internal System 30% \$ 601 √ Illumination 6% \$ 120 √ Water Minor Adjustments 3% \$ 60 √ Sewer Minor Adjustments 2% \$ 40 √ Landscaping and Irrigation 6% \$ 120 ***Allowances based on % of Paving Construction Cost Subtotal Allowance Subtotal: \$ 1,123 Paving and Allowance Subtotal: \$ 3,129 Construction Contingency: 10% \$ 312 Mobilization 11% \$ 344 Prep ROW 4% \$ 125							_		
√ Pavement Markings/Signs/Posts Includes Striping/Signs for Bicycle Facilities 4% \$ 80 √ Roadway Drainage Standard Internal System 30% \$ 601 √ Illumination 6% \$ 120 √ Water Minor Adjustments 3% \$ 60 √ Sewer Minor Adjustments 3% \$ 40 √ Landscaping and Irrigation 6% \$ 120 **Allowances based on % of Paving Construction Cost Subtotal Allowance Subtotal: \$ 1,123 Paving and Allowance Subtotal: \$ 3,129 Construction Contingency: 10% \$ 312 Mobilization 11% \$ 344 Prep ROW 4% \$ 125		•	Notes			Allowance		Item Cost	
√ Roadway Drainage Standard Internal System 30% \$ 601 √ Illumination 6% 120 √ Water Minor Adjustments 3% \$ 600 √ Sewer Minor Adjustments 3% \$ 600 √ Landscaping and Irrigation Minor Adjustments 2% \$ 400 ***Allowances based on % of Paving Construction Cost Subtotal Allowance Subtotal: \$ 120 Paving and Allowance Subtotal: \$ 1,123 Paving and Allowance Subtotal: \$ 3,129 Construction Contingency: 10% \$ 312 Mobilization 11% \$ 344 Prep ROW 4% 125			Construction Phase Traff	ic Control		5%	\$	100,317	
√ Illumination 6% \$ 120 √ Water Minor Adjustments 3% \$ 60 √ Sewer 2% \$ 40 √ Landscaping and Irrigation 6% \$ 120 **Allowances based on % of Paving Construction Cost Subtotal Allowance Subtotal: \$ 1,123 Paving and Allowance Subtotal: \$ 3,129 Construction Contingency: 10% \$ 312 Mobilization 11% \$ 344 \$ 740 Prep ROW 4% \$ 125 \$ 120	\checkmark	Pavement Markings/Signs/Posts	Includes Striping/Signs for	or Bicycle Faciltie	s	4%	\$	80,254	
√ Water Minor Adjustments 3% \$ 60 √ Sewer Minor Adjustments 2% \$ 40 √ Landscaping and Irrigation 6% \$ 120 **Allowances based on % of Paving Construction Cost Subtotal Allowance Subtotal: \$ 1,123 Paving and Allowance Subtotal: \$ 3,129 Construction Contingency: 10% \$ 312 Mobilization 11% \$ 344 \$ 760 \$ 125	\checkmark	Roadway Drainage	Standard Internal System	1		30%	\$	601,902	
√ Sewer Minor Adjustments 2% \$ 40 √ Landscaping and Irrigation 6% 120 **Allowances based on % of Paving Construction Cost Subtotal Paving and Allowance Subtotal: \$ 1,123 Paving and Allowance Subtotal: \$ 3,129 Construction Contingency: 10% \$ 312 Mobilization 11% \$ 344 \$ 7ep ROW 4% \$ 125		Illumination				6%	\$	120,380	
√ Landscaping and Irrigation 6% 120 **Allowances based on % of Paving Construction Cost Subtotal Allowance Subtotal: \$ 1,123 Paving and Allowance Subtotal: \$ 3,129 Construction Contingency: 10% \$ 312 Mobilization 11% \$ 344 Prep ROW 4% \$ 125		Water	Minor Adjustments				\$	60,190	
**Allowances based on % of Paving Construction Cost Subtotal Allowance Subtotal: \$ 1,123 Paving and Allowance Subtotal: \$ 3,129 Construction Contingency: 10% \$ 312 Mobilization 11% \$ 344 Prep ROW 4% \$ 125		Sewer	Minor Adjustments			2%	\$	40,127	
Paving and Allowance Subtotal: \$ 3,129 Construction Contingency: 10% 312 Mobilization 11% 344 Prep ROW 4% 125		Landscaping and Irrigation					\$	120,380	
Construction Contingency: 10% \$ 312 Mobilization 11% \$ 344 Prep ROW 4% \$ 125	**Allowa	nces based on % of Paving Construction C	ost Subtotal		Allowa	nce Subtotal:	\$	1,123,551	
Construction Contingency: 10% \$ 312 Mobilization 11% \$ 344 Prep ROW 4% \$ 125									
Mobilization 11% \$ 344 Prep ROW 4% \$ 125							\$	3,129,892	
Prep ROW 4% \$ 125							-	312,989	
								344,288	
Construction Cost TOTAL: \$ 3,913,							\$	125,196	
	Construction Cost TOTAL:						\$	3,913,000	

Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 3,913,000
Engineering/Survey/Testing:		16%	\$ 626,080
Inspection		3.5%	\$ 136,955
ROW/Easement Acquisition:		0%	\$ -
	Impact Fee Project Cost TOTAL (1	xDOT 20%)	\$ 935,200

NOTE: The planning level cost projections listed in this appendix have been developed for Rough Proportionality calculations only and should not be used for any future Capital Improvement Planning within the City of Bastrop.

City of Bastrop - 2023 Transportation Impact Fee Study

Capital Improvement Plan for Transportation Impact Fees

Summary of Conceptual Level Projects

<u>#</u>	Type	IF Classification	Project		<u>Limits</u>	Pr	oject Cost	Total Cost in
				From	<u>To</u>			Service Area
B-1	New	2U_(50)	Carter St	Mesquite St	Magnolia St	\$	707,000	\$ 707,000
B-2	New	2U_(50)	Chambers St	Cedar St	Farm St	\$	1,172,000	\$ 1,172,000
B-3	New	2U_(50)	Future Collector A	Pitt St	Future Collector B	\$	893,000	\$ 893,000
B-4	New	2U_(50)	Future Collector B	Lost Pines Ave	SH 71	\$	764,000	\$ 764,000
B-5	New	2U_(50)	Future Collector C	Technology Drive extension	City Limits	\$	695,000	\$ 695,000
B-6	New	2U_(50)	Future Collector D	Jackson St extension	420' E of Jackson St extension	\$	326,000	\$ 326,000
B-7	New	4D_(80)	Hasler Blvd (3)	Colorado River	Willow St	\$	2,817,000	\$ 2,817,000
B-8	New	4D_(80)	Jackson St (1)	Jackson St (existing)	1,260' S of Jackson St	\$	2,299,000	\$ 2,299,000
B-9	New	2U_(50)	Jasper St (1)	Jackson St	930' E of Jackson St	\$	722,000	\$ 722,000
B-10	New	2U_(50)	Jasper St (2)	930' E of Jackson St	Hidden Hollow Ct	\$	2,087,000	\$ 2,087,000
B-11	New	2U_(50)	Majestic Pine Dr	Majestic Pine Dr (existing)	Mauna Loa Ln	\$	404,000	\$ 404,000
B-12	New	2U_(50)	Mauna Loa Ln (1)	Pine Lodge Dr	Briar Forest Dr	\$	3,890,000	\$ 3,890,000
B-13	New	3U_(56)	Mesquite St (1)	800' W of Wilson St	Wilson St	\$	701,000	\$ 701,000
B-14	New	3U_(56)	Mesquite St (2)	SH 95	Piney Ridge Dr	\$	1,954,000	\$ 1,954,000
B-15	New	2U_(50)	Pitt St	SH 71	Jasper St	\$	401,000	\$ 401,000
B-16	New	3U_(56)	South Street (1)	Lovers Lane	South St (existing)	\$	1,553,000	\$ 1,553,000
B-17	New	3U_(56)	South Street (2)	1,200' E of Jackson St	Mauna Loa Ln	\$	996,000	\$ 996,000
B-18	New	2U_(50)	Technology Drive (1)	Mill St	Business Park Dr	\$	586,000	\$ 586,000
B-19	New	2U_(50)	Technology Drive (2)	Technology Drive (existing)	City Limits	\$	1,885,000	\$ 1,885,000
B-20	New	2U_(50)	Walnut Street	Martin Luther King Dr	SH 21	\$	907,000	\$ 907,000
B-21	Widening	4D_(80)	Jackson St (2)	SH 21	South St	\$	500,000	\$ 500,000
B-22	Widening	3U_(56)	Lovers Ln	City Limits	College St	\$	10,000,000	\$ 10,000,000
B-23	Widening	2U_(50)	Mauna Loa Ln (2)	Briar Forest Dr	Tahitian Dr	\$	300,000	\$ 300,000
B-24	Widening	3U_(56)	Mesquite St (3)	Wilson St	SH 95	\$	300,000	\$ 300,000
B-25	Widening	4D_(110)	SH 95 (1)	Mesquite St	700' S of Mesquite St	\$	300,000	\$ 300,000
B-26	Widening	4D_(110)	SH 95 (2)	700' S of Mesquite St	Hawthorne St	\$	2,000,000	\$ 2,000,000
B-27	Widening	4D_(110)	SH 95 (3)	Hawthorne St	Cedar St	\$	2,000,000	\$ 2,000,000
B-28	Widening	4D_(110)	SH 95 (4)	Cedar St	Spring St	\$	754,000	\$ 754,000
B-29	Widening	4D_(110)	SH 95 (5)	Farm St	Chestnut St/SH 21	\$	348,000	\$ 348,000
B-30	Widening	3U_(56)	South Street (3)	650' W of Jackson St	1,200' E of Jackson St	\$	1,544,000	\$ 1,544,000
B-31	Access Management	4D_(110)	SH 21 (1)	Chestnut St	Walnut St	\$	632,000	\$ 632,000
B-32	Access Management	4D_(110)	SH 21 (2)	Walnut St	SH 21 WBFR	\$	902,000	\$ 902,000
B-33	Access Management	4D_(110)	SH 95 (6)	SH 21 WBFR	SH 21 EBFR	\$	232,000	\$ 232,000.00

Roadway Improvements - Service Area B

Intersection Improvements

I-8		Traffic Signal	Mesquite St & SH 95	\$ 500,0	00	\$ 500,000
I-9		Traffic Signal	SH 95 & Cedar St	\$ 500,0	00	\$ 500,000

NOTE: The planning level cost projections listed in this appendix have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Planning within the City of Bastrop. The planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

2023 Transportation Impact Fee Study Conceptual Level Project Cost Projection

Roadway Construction Cost Projection

Kimley-Horn and Associates, Inc. updated: 6/20/2023

Project Informat	ion:	Description: New	Project No.	B-1
Name: Limits: Impact Fee Class: Ultimate Class: Length (If):	Carter St Mesquite St to Magnolia St Local Connector Street 2U_(50) 910		2 lane collector, undergrour on both sides of the street.	nd drainage,

No.	Item Description		Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation (2'	depth)	2,427	CY	\$ 8.73	\$ 21,185
204	Earthwork/Topsoil (6" depth)		2,022	SY	\$ 1.83	\$ 3,701
304	4 3" Asphalt (Type C)		182	TON	\$ 140.87	\$ 25,638
404	Asphalt Prime Coat		1,820	GAL	\$ 6.00	\$ 10,920
504	Lime Treated Subgrade (12" depth	ı)	3,640	SY	\$ 3.46	\$ 12,594
604	10" Flexible Base		3,640	SY	\$ 19.70	\$ 71,708
704	6' Concrete Sidewalk (4" depth)		1,011	SY	\$ 62.92	\$ 63,619
804	Machine Laid Curb & Gutter		1,820	LF	\$ 22.37	\$ 40,713
904	Turn Lanes and Median Openings		0	SY	\$ 63.33	\$ -
	Paving Construction			Cost Subtotal:	\$ 250,079	
Major	Construction Component Allowa	inces**:				
	Item Description	Notes			Allowance	Item Cost
	Traffic Control	None Anticipated			0%	\$ -
\checkmark	Pavement Markings/Signs/Posts	Includes Striping/Signs for	or Bicycle Faciltie	s	4%	\$ 10,003
\checkmark	Roadway Drainage	Standard Internal System	ı		30%	\$ 75,024
\checkmark	Illumination				6%	\$ 15,005
\checkmark	Water	Minor Adjustments			3%	\$ 7,502
\checkmark	Sewer	Minor Adjustments			2%	\$ 5,002
\checkmark	Landscaping and Irrigation				6%	\$ 15,005
**Allow	ances based on % of Paving Construction C	ost Subtotal		Allowa	nce Subtotal:	\$ 127,540
				ving and Allowa		\$ 377,619
			Construction	n Contingency:	10%	\$ 37,762
				Mobilization	11%	\$ 41,538
			-	Prep ROW		\$ 15,105
			Co	nstruction C	ost TOTAL:	\$ 473,000

Impact Fee Project Cost Sum	nmary			
Item Description	Notes:		Allowance	Item Cost
Construction:			-	\$ 473,000
Engineering/Survey/Testing:			16%	\$ 75,680
Inspection			3.5%	\$ 16,555
ROW/Easement Acquisition:			30%	\$ 141,900
		Impact Fee Project C	Cost TOTAL	\$ 707,000

NOTE: The planning level cost projections listed in this appendix have been developed for Rough Proportionality calculations only and should not be used for any future Capital Improvement Planning within the City of Bastrop.

2023 Transportation Impact Fee Study Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc. updated: 6/20/2023

Project Information:		Description: New	Project No.	B-2
Name: Limits: Impact Fee Class: Ultimate Class: Length (If):	Chambers St Cedar St to Farm St Local Connector Street 2U_(50) 1,510		Iane collector, undergrou n both sides of the street.	nd drainage,

Road	Iway Construction Cost Pro	jection				
No.	Item Description		Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation (2'	depth)	4,027	CY	\$ 8.73	\$ 35,153
204	Earthwork/Topsoil (6" depth)		3,356	SY	\$ 1.83	\$ 6,141
304	04 3" Asphalt (Type C)		302	TON	\$ 140.87	\$ 42,543
404	Asphalt Prime Coat		3,020	GAL	\$ 6.00	\$ 18,120
504	Lime Treated Subgrade (12" depth	ı)	6,040	SY	\$ 3.46	\$ 20,898
604	10" Flexible Base		6,040	SY	\$ 19.70	\$ 118,988
704	6' Concrete Sidewalk (4" depth)		1,678	SY	\$ 62.92	\$ 105,566
804	Machine Laid Curb & Gutter		3,020	LF	\$ 22.37	\$ 67,557
904	Turn Lanes and Median Openings		0	SY	\$ 63.33	\$ -
			Paving	Construction C	Cost Subtotal:	\$ 414,966
Major	Construction Component Allowa	inces**:				
	Item Description	Notes			Allowance	Item Cost
	Traffic Control	None Anticipated			0%	\$ -
\checkmark	Pavement Markings/Signs/Posts	Includes Striping/Signs for	or Bicycle Faciltie	S	4%	\$ 16,599
\checkmark	Roadway Drainage	Standard Internal System	1		30%	\$ 124,490
\checkmark	Illumination				6%	\$ 24,898
\checkmark	Water	Minor Adjustments			3%	\$ 12,449
	Sewer	Minor Adjustments			2%	\$ 8,299
	Landscaping and Irrigation				6%	\$ 24,898
**Allowa	ances based on % of Paving Construction C	ost Subtotal		Allowa	nce Subtotal:	\$ 211,633
			Pav	ving and Allowa		626,598
			Construction	n Contingency:		\$ 62,660
				Mobilization		\$ 68,926
				Prep ROW	4%	\$ 25,064
			Co	nstruction C	ost TOTAL:	\$ 784,000

Item Description	Notes:		Allowance	Item Cost
Construction:			-	\$ 784,000
Engineering/Survey/Testing:			16%	\$ 125,440
Inspection			3.5%	\$ 27,440
ROW/Easement Acquisition:			30%	\$ 235,200
		Impact Fee Project C	Cost TOTAL	\$ 1,172,000

NOTE: The planning level cost projections listed in this appendix have been developed for Rough Proportionality calculations only and should not be used for any future Capital Improvement Planning within the City of Bastrop.

2023 Transportation Impact Fee Study Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc. updated: 6/20/2023

Project Informat	ion:	Description: New	Project No.	B-3				
Name:	Future Collector A	Construction of a 2 I	Construction of a 2 lane collector, underground draina					
Limits:	Pitt St to Future Collector B	and 5' sidewalks on	both sides of the street.					
Impact Fee Class:	Local Connector Street							
Ultimate Class:	2U_(50)							
Length (If):	1,150							
,								

NUau	way Construction Cost Pro	jection					
No.	Item Description		Quantity	Unit	Unit Price		Item Cost
104	Unclassified Street Excavation (2'	depth)	3,067	CY	\$ 8.73	\$	26,772
204	04 Earthwork/Topsoil (6" depth)		2,556	SY	\$ 1.83	\$	4,677
304	04 3" Asphalt (Type C)		230	TON	\$ 140.87	\$	32,400
404	Asphalt Prime Coat		2,300	GAL	\$ 6.00	\$	13,800
504	Lime Treated Subgrade (12" depth	n)	4,600	SY	\$ 3.46	\$	15,916
604	10" Flexible Base		4,600	SY	\$ 19.70	\$	90,620
704	6' Concrete Sidewalk (4" depth)		1,278	SY	\$ 62.92	\$	80,398
804	Machine Laid Curb & Gutter		2,300	LF	\$ 22.37	\$	51,451
904	Turn Lanes and Median Openings		0	SY	\$ 63.33	\$	-
			Paving	Construction C	Cost Subtotal:	\$	316,034
Major	Construction Component Allowa	inces**:				_	
	Item Description	Notes			Allowance		Item Cost
	Traffic Control	None Anticipated			0%	\$	-
	Pavement Markings/Signs/Posts	Includes Striping/Signs for	or Bicycle Faciltie	s	4%	\$	12,641
	Roadway Drainage	Standard Internal System	ı		30%	\$	94,810
	Illumination				6%	\$	18,962
	Water	Minor Adjustments			3%	\$	9,481
	Sewer	Minor Adjustments			2%	\$	6,321
	Landscaping and Irrigation				6%	\$	18,962
**Allowa	ances based on % of Paving Construction C	ost Subtotal		Allowa	ince Subtotal:	\$	161,177
			Pav	ving and Allowa	ince Subtotal:	\$	477,211
			Construction	n Contingency:	10%	\$	47,721
				Mobilization		\$	52,493
				Prep ROW	4%	\$	19,088
			Co	nstruction C	ost TOTAL:	\$	597,000

Item Description	Notes:		Allowance	Item Cost
Construction:			-	\$ 597,000
Engineering/Survey/Testing:			16%	\$ 95,520
Inspection			3.5%	\$ 20,895
ROW/Easement Acquisition:			30%	\$ 179,100
		Impact Fee Project (Cost TOTAL	\$ 893,000

NOTE: The planning level cost projections listed in this appendix have been developed for Rough Proportionality calculations only and should not be used for any future Capital Improvement Planning within the City of Bastrop.

2023 Transportation Impact Fee Study Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc. updated: 6/20/2023

Project Informat	ion:	Description: New	Project No.	B-4
Name: Limits: Impact Fee Class: Ultimate Class:	Future Collector B Lost Pines Ave to SH 71 Local Connector Street 2U_(50)		lane collector, undergrour both sides of the street.	nd drainage,
Length (If):	985			

Roac	Iway Construction Cost Pro	jection				
No.	Item Description		Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation (2'	depth)	2,627	CY	\$ 8.73	\$ 22,931
204	Earthwork/Topsoil (6" depth)		2,189	SY	\$ 1.83	\$ 4,006
304	3" Asphalt (Type C)		197	TON	\$ 140.87	\$ 27,751
404	Asphalt Prime Coat		1,970	GAL	\$ 6.00	\$ 11,820
504	Lime Treated Subgrade (12" depth	ו)	3,940	SY	\$ 3.46	\$ 13,632
604	10" Flexible Base		3,940	SY	\$ 19.70	\$ 77,618
704	6' Concrete Sidewalk (4" depth)		1,094	SY	\$ 62.92	\$ 68,862
804	Machine Laid Curb & Gutter		1,970	LF	\$ 22.37	\$ 44,069
904	Turn Lanes and Median Openings		0	SY	\$ 63.33	\$ -
			Paving	Construction (Cost Subtotal:	\$ 270,690
Major	Construction Component Allowa					
	Item Description	Notes			Allowance	Item Cost
	Traffic Control	None Anticipated			0%	\$ -
	Pavement Markings/Signs/Posts	Includes Striping/Signs for	or Bicycle Faciltie	S	4%	\$ 10,828
	Roadway Drainage	Standard Internal System	ı		30%	\$ 81,207
	Illumination				6%	\$ 16,241
	Water	Minor Adjustments			3%	\$ 8,121
	Sewer	Minor Adjustments			2%	\$ 5,414
	Landscaping and Irrigation				6%	\$ 16,241
**Allowa	ances based on % of Paving Construction C	ost Subtotal		Allowa	Ince Subtotal:	\$ 138,052
				ving and Allowa		\$ 408,741
			Constructio	n Contingency:		\$ 40,874
				Mobilization		\$ 44,962
				Prep ROW		\$ 16,350
			Co	Instruction C	ost TOTAL:	\$ 511,000

Impact Fee Project Cost Summ	ary		
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 511,000
Engineering/Survey/Testing:		16%	\$ 81,760
Inspection		3.5%	\$ 17,885
ROW/Easement Acquisition:		30%	\$ 153,300
	Impact Fee Project (Cost TOTAL	\$ 764,000

NOTE: The planning level cost projections listed in this appendix have been developed for Rough Proportionality calculations only and should not be used for any future Capital Improvement Planning within the City of Bastrop.

2023 Transportation Impact Fee Study Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc. updated: 6/20/2023

Project Informat	ion: Description	: New	Project No.	B-5
Name:	Future Collector C	Construction of a 2 lane collec	tor, underground	l drainage,
Limits:	Technology Drive extension to City Limits	and 5' sidewalks on both sides	s of the street.	
Impact Fee Class:	Local Connector Street			
Ultimate Class:	2U_(50)			
Length (If):	895			

Road	Iway Construction Cost Pro	jection					
No.	Item Description		Quantity	Unit	Unit Price		Item Cost
104	Unclassified Street Excavation (2'	depth)	2,387	CY	\$ 8.73	\$	20,836
204	Earthwork/Topsoil (6" depth)		1,989	SY	\$ 1.83	\$	3,640
304	3" Asphalt (Type C)		179	TON	\$ 140.87	\$	25,216
404	Asphalt Prime Coat		1,790	GAL	\$ 6.00	\$	10,740
504	Lime Treated Subgrade (12" depth	ו)	3,580	SY	\$ 3.46	\$	12,387
604	10" Flexible Base		3,580	SY	\$ 19.70	\$	70,526
704	6' Concrete Sidewalk (4" depth)		994	SY	\$ 62.92	\$	62,570
804	Machine Laid Curb & Gutter		1,790	LF	\$ 22.37	\$	40,042
904	Turn Lanes and Median Openings		0	SY	\$ 63.33	\$	-
			Paving	Construction 0	Cost Subtotal:	\$	245,957
Major	Construction Component Allowa	inces**:				_	
	Item Description	Notes			Allowance		Item Cost
	Traffic Control	None Anticipated			0%	\$	-
	Pavement Markings/Signs/Posts	Includes Striping/Signs for	or Bicycle Faciltie	S	4%	\$	9,838
	Roadway Drainage	Standard Internal System	ı		30%	\$	73,787
	Illumination				6%	\$	14,757
	Water	Minor Adjustments			3%	\$	7,379
	Sewer	Minor Adjustments			2%	\$	4,919
	Landscaping and Irrigation				6%	Ŧ	14,757
**Allowa	ances based on % of Paving Construction C	ost Subtotal		Allowa	Ince Subtotal:	\$	125,438
				ving and Allowa		\$	371,394
			Construction	n Contingency:		· ·	37,139
				Mobilization			40,853
				Prep ROW		\$	14,856
	Construction Cost TOTAL:						
			Co	Instruction C	ost TOTAL:	\$	465,000

Impact Fee Project Cost Sumn	ary		
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 465,000
Engineering/Survey/Testing:		16%	\$ 74,400
Inspection		3.5%	\$ 16,275
ROW/Easement Acquisition:		30%	\$ 139,500
	Impact Fee Project (Cost TOTAL	\$ 695,000

NOTE: The planning level cost projections listed in this appendix have been developed for Rough Proportionality calculations only and should not be used for any future Capital Improvement Planning within the City of Bastrop.

2023 Transportation Impact Fee Study Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc. updated: 6/20/2023

Project Informat	ion: c	Description: New	Project No.	B-6
Name:	Future Collector D	Construction of a	a 2 lane collector, undergroun	d drainage,
Limits:	Jackson St extension to 420' E	E of Jacksc and 5' sidewalks	on both sides of the street.	_
Impact Fee Class:	Local Connector Street			
Ultimate Class:	2U_(50)			
Length (If):	420			

Road	dway Construction Cost Pro	Jection						
No.	Item Description		Quantity	Unit	Un	it Price		Item Cost
104	Unclassified Street Excavation (2'	depth)	1,120	CY	\$	8.73	\$	9,778
204	Earthwork/Topsoil (6" depth)		933	SY	\$	1.83	\$	1,708
304	3" Asphalt (Type C)		84	TON	\$	140.87	\$	11,833
404	Asphalt Prime Coat		840	GAL	\$	6.00	\$	5,040
504	Lime Treated Subgrade (12" depth	ר)	1,680	SY	\$	3.46	\$	5,813
604	10" Flexible Base		1,680	SY	\$	19.70	\$	33,096
704	6' Concrete Sidewalk (4" depth)		467	SY	\$	62.92	\$	29,363
804	Machine Laid Curb & Gutter		840	LF	\$	22.37	\$	18,791
904	Turn Lanes and Median Openings	;	0	SY	\$	63.33	\$	-
			Paving	Construction (Cost	Subtotal:	\$	115,421
Major	Construction Component Allowa	ances**:						
	Item Description	Notes			Alle	owance		Item Cost
						onanoo		
	Traffic Control	None Anticipated				0%	\$	-
\checkmark	Traffic Control Pavement Markings/Signs/Posts		or Bicycle Faciltie	s			\$ \$	- 4,617
$\sqrt{1}$		None Anticipated		S		0%	\$	-
,	Pavement Markings/Signs/Posts	None Anticipated Includes Striping/Signs for		S		0% 4% 30% 6%	\$ \$ \$	- 4,617 34,626 6,925
,	Pavement Markings/Signs/Posts Roadway Drainage	None Anticipated Includes Striping/Signs for		s		0% 4% 30%	\$ \$ \$	- 4,617 34,626
,	Pavement Markings/Signs/Posts Roadway Drainage Illumination	None Anticipated Includes Striping/Signs fo Standard Internal System		S		0% 4% 30% 6%	\$ \$ \$	- 4,617 34,626 6,925
,	Pavement Markings/Signs/Posts Roadway Drainage Illumination Water	None Anticipated Includes Striping/Signs fo Standard Internal System Minor Adjustments				0% 4% 30% 6% 3% 2% 6%	• \$ \$ \$ \$ \$ \$ \$	4,617 34,626 6,925 3,463 2,308 6,925
インシン	Pavement Markings/Signs/Posts Roadway Drainage Illumination Water Sewer	None Anticipated Includes Striping/Signs fo Standard Internal System Minor Adjustments Minor Adjustments				0% 4% 30% 6% 3% 2%	\$ \$ \$ \$ \$	4,617 34,626 6,925 3,463 2,308
インシン	Pavement Markings/Signs/Posts Roadway Drainage Illumination Water Sewer Landscaping and Irrigation	None Anticipated Includes Striping/Signs fo Standard Internal System Minor Adjustments Minor Adjustments				0% 4% 30% 6% 3% 2% 6%	• \$ \$ \$ \$ \$ \$ \$	4,617 34,626 6,925 3,463 2,308 6,925
インシン	Pavement Markings/Signs/Posts Roadway Drainage Illumination Water Sewer Landscaping and Irrigation	None Anticipated Includes Striping/Signs fo Standard Internal System Minor Adjustments Minor Adjustments			ances	0% 4% 30% 6% 3% 2% 6% Subtotal:	• \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	- 4,617 34,626 6,925 3,463 2,308 6,925 58,865 174,286
インシン	Pavement Markings/Signs/Posts Roadway Drainage Illumination Water Sewer Landscaping and Irrigation	None Anticipated Includes Striping/Signs fo Standard Internal System Minor Adjustments Minor Adjustments	Pav	Allowa	ances	0% 4% 30% 6% 3% 2% 6% Subtotal:	• \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	4,617 34,626 6,925 3,463 2,308 6,925 58,865
インシン	Pavement Markings/Signs/Posts Roadway Drainage Illumination Water Sewer Landscaping and Irrigation	None Anticipated Includes Striping/Signs fo Standard Internal System Minor Adjustments Minor Adjustments	Pav	Allowa ving and Allowa n Contingency: Mobilization	ance s	0% 4% 30% 6% 2% 6% Subtotal: Subtotal: 10% 11%	• \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	- 4,617 34,626 6,925 3,463 2,308 6,925 58,865 174,286 17,429 19,171
インシン	Pavement Markings/Signs/Posts Roadway Drainage Illumination Water Sewer Landscaping and Irrigation	None Anticipated Includes Striping/Signs fo Standard Internal System Minor Adjustments Minor Adjustments	Pav	Allowa ving and Allowa n Contingency:	ance s	0% 4% 30% 6% 2% 6% Subtotal: Subtotal: 10%	• \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	- 4,617 34,626 6,925 3,463 2,308 6,925 58,865 174,286 17,429
インシン	Pavement Markings/Signs/Posts Roadway Drainage Illumination Water Sewer Landscaping and Irrigation	None Anticipated Includes Striping/Signs fo Standard Internal System Minor Adjustments Minor Adjustments	Pav Construction	Allowa ving and Allowa n Contingency: Mobilization	ance s	0% 4% 30% 6% 2% 6% Subtotal: <u>Subtotal:</u> 10% 11% 4%	• \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	- 4,617 34,626 6,925 3,463 2,308 6,925 58,865 174,286 17,429 19,171

Impact Fee Project Cost Sum	nmary			
Item Description	Notes:		Allowance	Item Cost
Construction:			-	\$ 218,000
Engineering/Survey/Testing:			16%	\$ 34,880
Inspection			3.5%	\$ 7,630
ROW/Easement Acquisition:			30%	\$ 65,400
		Impact Fee Project (Cost TOTAL	\$ 326,000

NOTE: The planning level cost projections listed in this appendix have been developed for Rough Proportionality calculations only and should not be used for any future Capital Improvement Planning within the City of Bastrop.

Kimley-Horn and Associates, Inc. updated: 6/20/2023

Project Informat	ion:	Description:	New		Project No.	B-7
Name:	Hasler Blvd (3)		Construction of a	4 lane arterial	with a mediar	n with curb and
Limits:	Colorado River to Willow St		gutter, undergrour	nd drainage, a	nd 6' sidewall	ks on both
Impact Fee Class:	Primary Multimodal Street B		sides of the street.			
Ultimate Class:	4D_(80)					
Length (If):	1,550					

Road	dway Construction Cost Pro	jection				
No.	Item Description		Quantity	Unit	Unit Price	Item Cost
103	Unclassified Street Excavation (3'	depth)	8,611	CY	\$ 8.73	\$ 75,175
203	Earthwork/Topsoil (6" depth)		6,200	SY	\$ 1.83	\$ 11,346
303	6" Asphalt (Type C)		455	TON	\$ 140.87	\$ 64,049
403	Asphalt Prime Coat		4,547	GAL	\$ 6.00	\$ 27,280
503	Lime Treated Subgrade (12" depth	ı)	8,611	SY	\$ 3.46	\$ 29,794
603	18" Flexible Base		8,611	SY	\$ 56.20	\$ 483,944
703	6' Concrete Sidewalk (4" depth)		2,067	SY	\$ 62.92	\$ 130,035
803	Machine Laid Curb & Gutter		6,200	LF	\$ 22.37	\$ 138,694
903	Turn Lanes and Median Openings		317	SY	\$ 118.58	\$ 37,565
			Paving	Construction C	Cost Subtotal:	\$ 997,882
Major	Construction Component Allowa	inces**:				
	Item Description	Notes			Allowance	Item Cost
	Traffic Control	None Anticipated			0%	\$ -
\checkmark	Pavement Markings/Signs/Posts	Includes Striping/Signs for	or Bicycle Faciltie	S	4%	\$ 39,915
\checkmark	Roadway Drainage	Standard Internal System	ı		30%	\$ 299,365
	Illumination				6%	59,873
\checkmark	Water	Minor Adjustments			3%	\$ 29,936
\checkmark	Sewer	Minor Adjustments			2%	\$ 19,958
	Landscaping and Irrigation				6%	\$ 59,873
**Allow	ances based on % of Paving Construction C	ost Subtotal		Allowa	nce Subtotal:	\$ 508,920
			Pa	ving and Allowa	ince Subtotal:	\$ 1,506,802
			Constructio	n Contingency:	10%	\$ 150,680
				Mobilization		\$ 165,748
				Prep ROW	4%	\$ 60,272
			Co	nstruction C	ost TOTAL:	\$ 1,884,000
Impa	ct Fee Project Cost Summa	rv				

Item Description	Notes:		Allowance	Item Cost
Construction:			-	\$ 1,884,000
Engineering/Survey/Testing:			16%	\$ 301,440
Inspection			3.5%	\$ 65,940
ROW/Easement Acquisition:			30%	\$ 565,200
		Impact Fee Project C	ost TOTAL	\$ 2,817,000

NOTE: The planning level cost projections listed in this appendix have been developed for Rough Proportionality calculations only and should not be used for any future Capital Improvement Planning within the City of Bastrop.

The planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Bastrop

2023 Transportation Impact Fee Study Conceptual Level Project Cost Projection

ROW/Easement Acquisition:

Kimley-Horn and Associates, Inc. updated: 6/20/2023

Item Cost

Project Informat	ion: De	escription: New	Project No. B-8
Name: Limits:	Jackson St (1) Jackson St (existing) to 1,260' S of Jackso		a 4 lane arterial with a median with curb an ound drainage, and 6' sidewalks on both
Impact Fee Class:	Primary Multimodal Street B	sides of the stre	
Ultimate Class: Length (lf):	4D_(80) 1,265		

Quantity

Unit

Unit Price

City of Bastrop 2023 Transportation Impact Fee Study

Conceptual Level Project Cost Projection

Roadway Construction Cost Projection

No. Item Description

110.	Rein Besonption		Quantity	0111	Onici noc		
103	Unclassified Street Excavation (3'	7,028	CY	\$ 8.73	\$	61,353	
203	Earthwork/Topsoil (6" depth)		5,060	SY	\$ 1.83	\$	9,260
303	6" Asphalt (Type C)		371	TON	\$ 140.87	\$	52,272
103	Asphalt Prime Coat		3,711	GAL	\$ 6.00	\$	22,264
503	Lime Treated Subgrade (12" depth)		7,028	SY	\$ 3.46	\$	24,316
603	18" Flexible Base		7,028	SY	\$ 56.20	\$	394,961
703	6' Concrete Sidewalk (4" depth)		1,687	SY	\$ 62.92	\$	106,125
803	Machine Laid Curb & Gutter		5,060	LF	\$ 22.37	\$	113,192
903	Turn Lanes and Median Openings		259	SY	\$ 118.58	\$	30,658
Мајо	Construction Component Allowa	ances**:	Paving	Construction (Cost Subtotal:	\$	814,401 Item Cost
	Traffic Control	None Anticipated			Allowance 0%	¢	Item Cost
./					-	-	
N	Pavement Markings/Signs/Posts Includes Striping/Signs for Bio			S	4% 30%	-	32,576
√ √	Roadway Drainage Standard Internal System				30% 6%	-	244,320 48,864
V	Water Minor Adjustments				3%		24,432
v	Sewer	2%				16,288	
N	Landscaping and Irrigation	Minor Adjustments			6%		48,864
۷ * ۸ المین	ances based on % of Paving Construction C	Coot Subtotal		Allowa	nce Subtotal:	Ŧ	415,344
Allow	ances based on % of Faving Construction C	JUSI SUDIOIAI		Allowa		Ψ	415,544
Paving and Allowance Subtotal:							1,229,745
Construction Contingency: 10%							122,975
Mobilization 11%							135,272
				Prep ROW	4%	\$	49,190
Construction Cost TOTAL:							1,538,000
mn	act Fee Project Cost Summa	2837					
mpa	Item Description	Notes:			Allowance		Item Cost
Construction:					-	\$	1,538,000
Engineering/Survey/Testing:					16%	\$	246,080
Inspection					3.5%	\$	53,830

NOTE: The planning level cost projections listed in this appendix have been developed for Rough Proportionality calculations only and should not be used for any future Capital Improvement Planning within the City of Bastrop.

The planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

30% \$

\$

Impact Fee Project Cost TOTAI

461,400

2,299,000

2023 Transportation Impact Fee Study Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc. updated: 6/20/2023

Project Informat	ion: Description	on: New	Project No.	B-9
Name: Limits:	Jasper St (1) Jackson St to 930' E of Jackson St		a 2 lane collector, underground on both sides of the street.	d drainage,
Impact Fee Class:	Local Connector Street		on both sides of the street.	
Ultimate Class: Length (If):	2U_(50) 930			
0 ()				

Roac	way Construction Cost Pro	jection				
No.	Item Description		Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation (2'	depth)	2,480	CY	\$ 8.73	\$ 21,650
204	Earthwork/Topsoil (6" depth)		2,067	SY	\$ 1.83	\$ 3,782
304	3" Asphalt (Type C)		186	TON	\$ 140.87	\$ 26,202
404	Asphalt Prime Coat		1,860	GAL	\$ 6.00	\$ 11,160
504	Lime Treated Subgrade (12" depth	ו)	3,720	SY	\$ 3.46	\$ 12,871
604	10" Flexible Base		3,720	SY	\$ 19.70	\$ 73,284
704	6' Concrete Sidewalk (4" depth)		1,033	SY	\$ 62.92	\$ 65,017
804	Machine Laid Curb & Gutter		1,860	LF	\$ 22.37	\$ 41,608
904	Turn Lanes and Median Openings		0	SY	\$ 63.33	\$ -
			Paving	Construction C	Cost Subtotal:	\$ 255,575
Major	Construction Component Allowa	inces**:				
	Item Description	Notes			Allowance	Item Cost
	Traffic Control	None Anticipated			0%	\$ -
\checkmark	Pavement Markings/Signs/Posts	Includes Striping/Signs for	or Bicycle Faciltie	S	4%	\$ 10,223
\checkmark	Roadway Drainage	Standard Internal System	ı		30%	\$ 76,672
\checkmark	Illumination				6%	\$ 15,334
\checkmark	Water	Minor Adjustments			3%	\$ 7,667
\checkmark	Sewer	Minor Adjustments			2%	\$ 5,111
\checkmark	Landscaping and Irrigation				6%	\$ 15,334
**Allowa	ances based on % of Paving Construction C	ost Subtotal		Allowa	nce Subtotal:	\$ 130,343
			Pav	ving and Allowa		\$ 385,918
			Construction	n Contingency:	10%	\$ 38,592
				Mobilization	11%	\$ 42,451
				Prep ROW		\$ 15,437
	Construction Cost TOTAL:					\$ 483,000

Item Description	Notes:		Allowance	Item Cost
Construction:			-	\$ 483,000
Engineering/Survey/Testing:			16%	\$ 77,280
Inspection			3.5%	\$ 16,905
ROW/Easement Acquisition:			30%	\$ 144,900
		Impact Fee Project C	Cost TOTAL	\$ 722,000

NOTE: The planning level cost projections listed in this appendix have been developed for Rough Proportionality calculations only and should not be used for any future Capital Improvement Planning within the City of Bastrop.

2023 Transportation Impact Fee Study Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc. updated: 6/20/2023

Project Informat	ion: Descript	tion: New	Project No.	B-10
Name:	Jasper St (2)	Construction of	a 2 lane collector, undergroun	d drainage,
Limits:	930' E of Jackson St to Hidden Hollow Ct	and 5' sidewalks	s on both sides of the street.	
Impact Fee Class:	Local Connector Street			
Ultimate Class:	2U_(50)			
Length (If):	2,690			

Roac	Iway Construction Cost Pro	jection					
No.	Item Description		Quantity	Unit	Unit Price		Item Cost
104	Unclassified Street Excavation (2'	depth)	7,173	CY	\$ 8.73	\$	62,623
204	Earthwork/Topsoil (6" depth)		5,978	SY	\$ 1.83	\$	10,939
304	3" Asphalt (Type C)		538	TON	\$ 140.87	\$	75,788
404	Asphalt Prime Coat		5,380	GAL	\$ 6.00	\$	32,280
504	Lime Treated Subgrade (12" depth	ı)	10,760	SY	\$ 3.46	\$	37,230
604	10" Flexible Base		10,760	SY	\$ 19.70	\$	211,972
704	6' Concrete Sidewalk (4" depth)		2,989	SY	\$ 62.92	\$	188,061
804	Machine Laid Curb & Gutter		5,380	LF	\$ 22.37	\$	120,351
904	Turn Lanes and Median Openings		0	SY	\$ 63.33	\$	-
			Paving	Construction C	Cost Subtotal:	\$	739,244
Major	Construction Component Allowa	inces**:				_	
	Item Description	Notes			Allowance		Item Cost
	Traffic Control	None Anticipated			0%	\$	-
\checkmark	Pavement Markings/Signs/Posts	Includes Striping/Signs for	or Bicycle Faciltie	S	4%	\$	29,570
\checkmark	Roadway Drainage	Standard Internal System	1		30%	\$	221,773
	Illumination				6%	\$	44,355
	Water	Minor Adjustments			3%	\$	22,177
	Sewer	Minor Adjustments			2%	\$	14,785
	Landscaping and Irrigation				6%	т	44,355
**Allowa	ances based on % of Paving Construction C	ost Subtotal		Allowa	nce Subtotal:	\$	377,014
				ving and Allowa		\$	1,116,258
			Constructio	n Contingency:		\$	111,626
	Mobilization 11%						122,788
				Prep ROW		\$	44,650
			Co	Instruction C	ost TOTAL:	\$	1,396,000
B							

Impact Fee Project Cost Sum	nary			
Item Description	Notes:		Allowance	Item Cost
Construction:			-	\$ 1,396,000
Engineering/Survey/Testing:			16%	\$ 223,360
Inspection			3.5%	\$ 48,860
ROW/Easement Acquisition:			30%	\$ 418,800
		Impact Fee Project C	Cost TOTAL	\$ 2,087,000

NOTE: The planning level cost projections listed in this appendix have been developed for Rough Proportionality calculations only and should not be used for any future Capital Improvement Planning within the City of Bastrop.

2023 Transportation Impact Fee Study Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc. updated: 6/20/2023

Project Informat	tion: Descriptio	n: New	Project No.	B-11
Name:	Majestic Pine Dr	Construction of a 2 lane	e collector, undergrour	nd drainage,
Limits:	Majestic Pine Dr (existing) to Mauna Loa Ln	and 5' sidewalks on bot	h sides of the street.	
Impact Fee Class:	Local Connector Street			
Ultimate Class:	2U_(50)			
Length (If):	520			

Road	way Construction Cost Pro	jection					
No.	Item Description		Quantity	Unit	Unit Price		Item Cost
104	Unclassified Street Excavation (2'	depth)	1,387	CY	\$ 8.73	\$	12,106
204	Earthwork/Topsoil (6" depth)		1,156	SY	\$ 1.83	\$	2,115
304	3" Asphalt (Type C)		104	TON	\$ 140.87	\$	14,650
404	Asphalt Prime Coat		1,040	GAL	\$ 6.00	\$	6,240
504	Lime Treated Subgrade (12" depth	n)	2,080	SY	\$ 3.46	\$	7,197
604	10" Flexible Base		2,080	SY	\$ 19.70	\$	40,976
704	6' Concrete Sidewalk (4" depth)		578	SY	\$ 62.92	\$	36,354
804	Machine Laid Curb & Gutter		1,040	LF	\$ 22.37	\$	23,265
904	Turn Lanes and Median Openings		0	SY	\$ 63.33	\$	-
			Paving	Construction (Cost Subtotal:	\$	142,902
Major	Construction Component Allowa	inces**:					
	Item Description	Notes			Allowance		Item Cost
	Traffic Control	None Anticipated			0%	\$	-
	Pavement Markings/Signs/Posts	Includes Striping/Signs for	r Bicycle Faciltie	S	4%	\$	5,716
\checkmark	Roadway Drainage	Standard Internal System	I		30%	\$	42,871
	Illumination				6%	\$	8,574
	Water	Minor Adjustments			3%	\$	4,287
	Sewer	Minor Adjustments			2%	\$	2,858
	Landscaping and Irrigation				6%	Ŧ	8,574
**Allowa	ances based on % of Paving Construction C	ost Subtotal		Allowa	Ince Subtotal:	\$	72,880
			Pa	ving and Allowa	nce Subtotal:	\$	215,782
			Constructio	n Contingency:	10%	\$	21,578
	Mobilization 11%						23,736
•	Prep ROW 4%					\$	8,631
	Construction Cost TOTAL:						
			Co	Instruction C	ost TOTAL:	\$	270,000

Impact Fee Project Cost Sun	<i>y</i>			
Item Description	Notes:		Allowance	Item Cost
Construction:			-	\$ 270,000
Engineering/Survey/Testing:			16%	\$ 43,200
Inspection			3.5%	\$ 9,450
ROW/Easement Acquisition:			30%	\$ 81,000
		Impact Fee Project C	Cost TOTAL	\$ 404,000

NOTE: The planning level cost projections listed in this appendix have been developed for Rough Proportionality calculations only and should not be used for any future Capital Improvement Planning within the City of Bastrop.

2023 Transportation Impact Fee Study Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc. updated: 6/20/2023

Project Informat	ion: Des	scription: New	Project No. B-12
Name:	Mauna Loa Ln (1)	Construction of a	2 lane collector, underground drainage,
Limits:	Pine Lodge Dr to Briar Forest Dr	and 5' sidewalks o	on both sides of the street.
Impact Fee Class:	Local Connector Street		
Ultimate Class:	2U_(50)		
Length (If):	5,015		

Road	Iway Construction Cost Pro	jection					
No.	Item Description		Quantity	Unit	Unit Price		Item Cost
104	Unclassified Street Excavation (2'	depth)	13,373	CY	\$ 8.73	\$	116,749
204	Earthwork/Topsoil (6" depth)		11,144	SY	\$ 1.83	\$	20,394
304	3" Asphalt (Type C)		1,003	TON	\$ 140.87	\$	141,293
404	Asphalt Prime Coat		10,030	GAL	\$ 6.00	\$	60,180
504	Lime Treated Subgrade (12" depth	ı)	20,060	SY	\$ 3.46	\$	69,408
604	10" Flexible Base		20,060	SY	\$ 19.70	\$	395,182
704	6' Concrete Sidewalk (4" depth)		5,572	SY	\$ 62.92	\$	350,604
804	Machine Laid Curb & Gutter		10,030	LF	\$ 22.37	\$	224,371
904	Turn Lanes and Median Openings		0	SY	\$ 63.33	\$	-
			Paving	Construction (Cost Subtotal:	\$	1,378,181
Major	Construction Component Allowa					_	
	Item Description	Notes			Allowance		Item Cost
	Traffic Control	None Anticipated			0%	-	-
	Pavement Markings/Signs/Posts	Includes Striping/Signs for	or Bicycle Faciltie	S	4%	-	55,127
	Roadway Drainage	Standard Internal System	ı		30%		413,454
	Illumination				6%	\$	82,691
	Water	Minor Adjustments			3%	\$	41,345
	Sewer	Minor Adjustments			2%	\$	27,564
	Landscaping and Irrigation				6%	т	82,691
**Allowa	ances based on % of Paving Construction C	ost Subtotal		Allowa	ince Subtotal:	\$	702,872
				ving and Allowa			2,081,053
			Constructio	n Contingency:		+	208,105
				Mobilization			228,916
				Prep ROW			83,242
			Co	Instruction C	ost TOTAL:	\$	2,602,000

Impact Fee Project Cost Sum	mary			
Item Description	Notes:		Allowance	Item Cost
Construction:			-	\$ 2,602,000
Engineering/Survey/Testing:			16%	\$ 416,320
Inspection			3.5%	\$ 91,070
ROW/Easement Acquisition:			30%	\$ 780,600
		Impact Fee Project C	Cost TOTAL	\$ 3,890,000

NOTE: The planning level cost projections listed in this appendix have been developed for Rough Proportionality calculations only and should not be used for any future Capital Improvement Planning within the City of Bastrop.

Kimley-Horn and Associates, Inc. updated: 6/20/2023

Project Informat	ion:	Description:	New		Project No.	B-13
Name: Limits: Impact Fee Class: Ultimate Class: Length (If):	Mesquite St (1) 800' W of Wilson St to Wilsor Primary Multimodal Street A 3U_(56) 785	n St	lane) with cur	of a 3 lane collecto b and gutter, unde both sides of the s	rground draina	

No.	Item Description		Quantity	Unit	Unit Price		Item Cost
102	Unclassified Street Excavation (2'	depth)	2,442	CY	\$ 8.73	\$	21,321
202	Earthwork/Topsoil (6" depth)	·	1,744	SY	\$ 1.83	\$	3,192
302	3" Asphalt (Type C)		188	TON	\$ 140.87	\$	26,540
402	Asphalt Prime Coat		1,884	GAL	\$ 6.00	\$	11,304
502	Lime Treated Subgrade (12" depth	ı)	3,663	SY	\$ 3.46	\$	12,675
602	10" Flexible Base		3,663	SY	\$ 19.70	\$	72,168
702	6' Concrete Sidewalk (4" depth)		1,047	SY	\$ 62.92	\$	65,856
802	Machine Laid Curb & Gutter		1,570	LF	\$ 22.37	\$	35,121
902	Turn Lanes and Median Openings		0	SY	\$ 71.37	\$	-
			Paving	Construction C	Cost Subtotal:	\$	248,177
Major	Construction Component Allowa				_	_	
	Item Description	Notes			Allowance		Item Cost
	Traffic Control	None Anticipated			0%	\$	-
\checkmark	Pavement Markings/Signs/Posts	Includes Striping/Signs for	or Bicycle Faciltie	S	4%	\$	9,927
\checkmark	Roadway Drainage	Standard Internal System	ı		30%	\$	74,453
\checkmark	Illumination				6%	\$	14,891
\checkmark	Water	Minor Adjustments			3%		7,445
\checkmark	Sewer	Minor Adjustments			2%	\$	4,964
	Landscaping and Irrigation				6%	\$	14,891
**Allowa	nces based on % of Paving Construction C	ost Subtotal		Allowa	nce Subtotal:	\$	126,570
				ving and Allowa			374,747
			Construction	n Contingency:			37,475
				Mobilization	11%		41,222
				Prep ROW			14,990
			Co	Instruction C	ost TOTAL:	\$	469,000
	of Eas Drainet Cost Summa						

Item Description	Notes:		Allowance	Item Cost
Construction:			-	\$ 469,000
Engineering/Survey/Testing:			16%	\$ 75,040
Inspection			3.5%	\$ 16,415
ROW/Easement Acquisition:			30%	\$ 140,700
		Impact Fee Project C	Cost TOTAL	\$ 701,000

NOTE: The planning level cost projections listed in this appendix have been developed for Rough Proportionality calculations only and should not be used for any future Capital Improvement Planning within the City of Bastrop.

The planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Bastrop

2023 Transportation Impact Fee Study Conceptual Level Project Cost Projection

Roadway Construction Cost Projection

1,954,000

\$

Kimley-Horn and Associates, Inc. updated: 6/20/2023

Item Cost

Project Informat	ion:	Description: New	Project No. B-14
Name:	Mesquite St (2)	Construction of a 3	lane collector (2 lanes plus a center turi
Limits:	SH 95 to Piney Ridge Dr	lane) with curb and	gutter, underground drainage, and 6'
Impact Fee Class:	Primary Multimodal Street A		
Ultimate Class:	3U_(56)		
Length (If):	2,190		

Quantity

Unit

Impact Fee Project Cost TOTAL

Unit Price

City of Bastrop

No.

2023 Transportation Impact Fee Study Conceptual Level Project Cost Projection

Roadway Construction Cost Projection

Item Description

102	Unclassified Street Excavation (2'	depth)	6,813	CY	\$ 8.73	\$	59,480
202	Earthwork/Topsoil (6" depth)		4,867	SY	\$ 1.83	\$	8,906
302	3" Asphalt (Type C)		526	TON	\$ 140.87	\$	74,041
402	Asphalt Prime Coat		5,256	GAL	\$ 6.00	\$	31,536
502	Lime Treated Subgrade (12" depth)	10,220	SY	\$ 3.46	\$	35,361
602	10" Flexible Base		10,220	SY	\$ 19.70	\$	201,334
702	6' Concrete Sidewalk (4" depth)		2,920	SY	\$ 62.92	\$	183,726
802	Machine Laid Curb & Gutter		4,380	LF	\$ 22.37	\$	97,981
902	Turn Lanes and Median Openings		0	SY	\$ 71.37	\$	-
			Paving	Construction C	Cost Subtotal:	\$	692,366
Meion							
Major	Construction Component Allowa Item Description	Notes			Allowance		Item Cost
	Traffic Control				Allowance 0%	\$	item Cost
		None Anticipated			0% 4%		-
N	Pavement Markings/Signs/Posts Roadway Drainage	Includes Striping/Signs fo		S	4% 30%		27,695 207,710
N	Illumination	Standard Internal System	1		30% 6%		
N	Water				3%		41,542
N	Sewer	Minor Adjustments					20,771
N		Minor Adjustments			2% 6%		13,847
V	Landscaping and Irrigation ances based on % of Paving Construction C	ant Outstatel		Allowa	nce Subtotal:	\$ \$	41,542 353,107
Allowa	ances based on % of Paving Construction C	USI SUDIOIAI		Allowa	ince Subiolai.	φ	353,107
			Pav	ving and Allowa	nce Subtotal:	\$	1,045,472
			Construction	n Contingency:	10%	\$	104,547
				Mobilization	11%	\$	115,002
				Prep ROW	4%	\$	41,819
			Co	nstruction C	ost TOTAL:	\$	1,307,000
Impa	ct Fee Project Cost Summa						
	Item Description	Notes: Allowance					Item Cost
	ruction:				-	\$	1,307,000
	eering/Survey/Testing:				16%	\$	209,120
Inspe					3.5%		45,745
	Easement Acquisition:				30%	\$	392,100

NOTE: The planning level cost projections listed in this appendix have been developed for Rough Proportionality calculations only and should not be used for any future Capital Improvement Planning within the City of Bastrop.

2023 Transportation Impact Fee Study Conceptual Level Project Cost Projection Kimley-Horn and Associates, Inc. updated: 6/20/2023

Project Informat	ion:	Description: New	Project No.	B-15
Name: Limits: Impact Fee Class: Ultimate Class: Length (If):	Pitt St SH 71 to Jasper St Local Connector Street 2U_(50) 515		lane collector, undergrou n both sides of the street.	nd drainage,

No.	Item Description	-	Quantity	Unit	Unit Price		Item Cost
104	Unclassified Street Excavation (2'	depth)	1.373	CY	\$ 8.73	\$	11,989
204	Earthwork/Topsoil (6" depth)	00pul/	1,144	SY	\$ 1.83	\$	2,094
304	3" Asphalt (Type C)		103	TON	\$ 140.87	\$	14,510
404	Asphalt Prime Coat		1.030	GAL	\$ 6.00	\$	6,180
504	Lime Treated Subgrade (12" depth	ח)	2,060	SY	\$ 3.46	\$	7,128
604	10" Flexible Base	·/	2,060	SY	\$ 19.70	\$	40,582
704	6' Concrete Sidewalk (4" depth)		572	SY	\$ 62.92	\$	36,004
804	Machine Laid Curb & Gutter		1,030	LF	\$ 22.37	\$	23,041
904	Turn Lanes and Median Openings	;	0	SY	\$ 63.33	\$	
			Paving	Construction C	Cost Subtotal:	\$	141,528
							,
Majo	r Construction Component Allowa	ances**:					
	Item Description	Notes			Allowance		Item Cost
	Traffic Control	None Anticipated			0%	\$	-
	Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities			4%	\$	5,661
					170	Ψ	0,001
	Roadway Drainage	Standard Internal System		0	30%	-	,
$\sqrt[]{}$	Roadway Drainage Illumination					\$	42,458
,	, 5				30%	\$ \$	42,458 8,492
,	Illumination	Standard Internal Syster		-	30% 6%	\$ \$ \$	42,458 8,492 4,246 2,831
,	Illumination Water	Standard Internal Syster		-	30% 6% 3%	\$ \$ \$ \$	42,458 8,492 4,246 2,831
インシン	Illumination Water Sewer	Standard Internal Syster Minor Adjustments Minor Adjustments			30% 6% 3% 2%	\$ \$ \$ \$ \$	42,458 8,492 4,246
	Illumination Water Sewer Landscaping and Irrigation	Standard Internal Syster Minor Adjustments Minor Adjustments			30% 6% 3% 2% 6%	\$ \$ \$ \$ \$	42,458 8,492 4,246 2,831 8,492
	Illumination Water Sewer Landscaping and Irrigation	Standard Internal Syster Minor Adjustments Minor Adjustments	Pav	Allowa ving and Allowa	30% 6% 3% 2% 6% nce Subtotal:	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	42,458 8,492 4,246 2,831 8,492
	Illumination Water Sewer Landscaping and Irrigation	Standard Internal Syster Minor Adjustments Minor Adjustments	Pav	Allowa	30% 6% 2% 6% nce Subtotal: nce Subtotal: 10%	• • • • • • • • • • • • • • • • • • •	42,458 8,492 4,246 2,831 8,492 72,179
	Illumination Water Sewer Landscaping and Irrigation	Standard Internal Syster Minor Adjustments Minor Adjustments	Pav	Allowa ving and Allowa	30% 6% 3% 2% 6% nce Subtotal:	• • • • • • • • • • • • • • • • • • •	42,458 8,492 4,246 2,831 8,492 72,179 213,707
	Illumination Water Sewer Landscaping and Irrigation	Standard Internal Syster Minor Adjustments Minor Adjustments	Pav	Allowa ving and Allowa n Contingency:	30% 6% 3% 2% 6% nce Subtotal: nce Subtotal: 10% 11%	• • • • • • • • • • • • • • • • • • •	42,458 8,492 4,246 2,831 8,492 72,179 213,707 21,371

Item Description	Notes:		Allowance	Item Cost
Construction:			-	\$ 268,000
Engineering/Survey/Testing:			16%	\$ 42,880
Inspection			3.5%	\$ 9,380
ROW/Easement Acquisition:			30%	\$ 80,400
		Impact Fee Project C	ost TOTAL	\$ 401,000

NOTE: The planning level cost projections listed in this appendix have been developed for Rough Proportionality calculations only and should not be used for any future Capital Improvement Planning within the City of Bastrop.

Kimley-Horn and Associates, Inc. 6/20/2023 updated:

Item Cost

47,258

7,076

58,827

Unit Price

8.73 \$

1.83

140.87

\$

\$

\$

\$

\$

Project Informat	ion:	Description:	New	Project No.	B-16
Name: Limits: Impact Fee Class: Ultimate Class: Length (If):	South Street (1) Lovers Lane to South St (exis Primary Multimodal Street A 3U_(56) 1,740	ting)	lane) with curb ar	3 lane collector (2 lanes plus nd gutter, underground drainag h sides of the street.	

Quantity

5,413

3,867

418

Unit

CY

SY

TON

Impact Fee Project Cost TOTAL

City of Bastrop 2023 Transportation Impact Fee Study

Conceptual Level Project Cost Projection

Roadway Construction Cost Projection

Earthwork/Topsoil (6" depth)

Unclassified Street Excavation (2' depth)

Item Description

3" Asphalt (Type C)

No.

102

202

302

402	Asphalt Prime Coat		4,176	GAL	\$ 6.00	\$	25,056
502	Lime Treated Subgrade (12" depth	ו)	8,120	SY	\$ 3.46	\$	28,095
602	10" Flexible Base	10" Flexible Base 8,120 SY			\$ 19.70	\$	159,964
702	6' Concrete Sidewalk (4" depth)		2,320	SY	\$ 62.92	\$	145,974
802	Machine Laid Curb & Gutter		3,480	LF	\$ 22.37	\$	77,848
902	Turn Lanes and Median Openings		0	SY	\$ 71.37	\$	-
			Paving	Construction C	Cost Subtotal:	\$	550,099
Major	r Construction Component Allowa	ances**:					
	Item Description	Notes			Allowance		Item Cost
	Traffic Control	None Anticipated			0%	\$	-
	Pavement Markings/Signs/Posts	Includes Striping/Signs for	or Bicycle Faciltie	S	4%	\$	22,004
	Roadway Drainage	Standard Internal System	ı		30%	\$	165,030
	Illumination				6%	\$	33,006
	Water	Minor Adjustments			3%	\$	16,503
	Sewer	Minor Adjustments			2%	\$	11,002
	Landscaping and Irrigation				6%	\$	33,006
**Allow	ances based on % of Paving Construction C	Cost Subtotal		Allowa	nce Subtotal:	\$	280,550
			Pav	ving and Allowa	nce Subtotal:	\$	830,649
			Construction	n Contingency:	10%	\$	83,065
				Mobilization	11%		91,371
				Prep ROW	4%	\$	33,226
			Co	Instruction Co	ost TOTAL:	\$	1,039,000
Impa	act Fee Project Cost Summa	ry					
	Item Description	Notes:			Allowance		Item Cost
Cons	truction:				-	\$	1,039,000
	neering/Survey/Testing:				16%		166,240
Inspe					3.5%		36,365
	/Easement Acquisition:				30%		311,700
							_ , ==

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The planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

\$

1,553,000

332

ROW/Easement Acquisition:

Inspection

City of Bastrop

2023 Transportation Impact Fee Study

Roadway Construction Cost Projection

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc. updated: 6/20/2023

s plus a center turn
drainage, and 6'

No.	Item Description		Quantity	Unit	Unit Price		Item Cost
102	Unclassified Street Excavation (2'	depth)	3,469	CY	\$ 8.73 \$ 1.83	\$	30,283
202	Earthwork/Topsoil (6" depth)		2,478 SY			\$	4,534
302	3" Asphalt (Type C)		268	TON	\$ 140.87	\$	37,697
402	Asphalt Prime Coat		2,676	GAL	\$ 6.00	\$	16,056
502	Lime Treated Subgrade (12" depth	ı)	5,203	SY	\$ 3.46	\$	18,004
602	10" Flexible Base		5,203	SY	\$ 19.70	\$	102,506
702	6' Concrete Sidewalk (4" depth)		1,487	SY	\$ 62.92	\$	93,541
802	Machine Laid Curb & Gutter		2,230	LF	\$ 22.37	\$	49,885
902	Turn Lanes and Median Openings		0	SY	\$ 71.37	\$	-
			Paving	Construction C	Cost Subtotal:	\$	352,506
Major	Construction Component Allowa	2222					
wajor	Item Description	Notes			Allowance		Item Cost
	Traffic Control	None Anticipated			Anowance 0%	\$	item cost
	Pavement Markings/Signs/Posts		r Diovolo Fooiltio		4%	↓ \$	14,100
V	Roadway Drainage	Includes Striping/Signs for Standard Internal System		5	30%	Գ Տ	105,752
N	Illumination	Stanuaru internai System	I		50 % 6%	\$	21,150
N	Water	Minor Adjustments			3%	φ ¢	10,575
N	Sewer	Minor Adjustments			2%	\$	7,050
N	Landscaping and Irrigation	Minor Aujustments			6%	φ \$	21,150
۷ **۸۱۱۵۵۷۲	inces based on % of Paving Construction C	ost Subtotal		Allowa	nce Subtotal:	э с	179,778
Allowa	inces based on 76 of Paving Construction C	OST Subtotal		Allowa	nce Subtotal.	Ψ	175,770
			Pav	ving and Allowa	nce Subtotal:	\$	532,284
			Construction	n Contingency:	10%	\$	53,228
				Mobilization	11%	\$	58,551
				Prep ROW	4%	\$	21,291
			Co	nstruction C	ost TOTAL:	\$	666,000
Impa	ct Fee Project Cost Summa Item Description	Notes:			Allowance		Item Cost
Const	ruction:	NULES.			Allowance	*	
					-	\$ ¢	666,000
Engineering/Survey/Testing:					16%	\$	106,560

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The planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

\$

\$

23,310

199,800

996,000

3.5%

30% \$

Impact Fee Project Cost TOTAL

333

2023 Transportation Impact Fee Study Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc. updated: 6/20/2023

Project Informat	ion:	Description: NeW	Project No. B-18
Name: Limits: Impact Fee Class: Ultimate Class: Length (If):	Technology Drive (1) Mill St to Business Park Dr Local Connector Street 2U_(50) 755		2 lane collector, underground drainage, on both sides of the street.

Road	Roadway Construction Cost Projection						
No.	Item Description		Quantity	Unit	Unit Price		Item Cost
104	Unclassified Street Excavation (2'	depth) 2,013 CY			\$ 8.73	\$	17,576
204	Earthwork/Topsoil (6" depth)		1,678	SY	\$ 1.83	\$	3,070
304	3" Asphalt (Type C)		151	TON	\$ 140.87	\$	21,271
404	Asphalt Prime Coat		1,510	GAL	\$ 6.00	\$	9,060
504	Lime Treated Subgrade (12" depth	ו)	3,020	SY	\$ 3.46	\$	10,449
604	10" Flexible Base		3,020	SY	\$ 19.70	\$	59,494
704	6' Concrete Sidewalk (4" depth)		839	SY	\$ 62.92	\$	52,783
804	Machine Laid Curb & Gutter		1,510	LF	\$ 22.37	\$	33,779
904	Turn Lanes and Median Openings	i	0	SY	\$ 63.33	\$	-
	Paving Construction				Cost Subtotal:	\$	207,483
Major	Major Construction Component Allowances**:						
	Item Description	Notes			Allowance		Item Cost
	Traffic Control	None Anticipated			0%	\$	-
	Pavement Markings/Signs/Posts	Includes Striping/Signs for	or Bicycle Faciltie	S	4%	\$	8,299
\checkmark	Roadway Drainage	Standard Internal System	ı		30%	\$	62,245
	Illumination				6%	\$	12,449
	Water	Minor Adjustments			3%	\$	6,224
\checkmark	Sewer	Minor Adjustments			2%	\$	4,150
\checkmark	Landscaping and Irrigation				6%	\$	12,449
**Allowa	ances based on % of Paving Construction C	Cost Subtotal		Allowa	nce Subtotal:	\$	105,816
			Pav	ving and Allowa	ince Subtotal:	\$	313,299
	Construction Contingency: 10%						31,330
				Mobilization	11%	\$	34,463
				Prep ROW	4%	\$	12,532
	Construction Cost TOTAL:						392,000
							,

Item Description	Notes:		Allowance	Item Cost
Construction:			-	\$ 392,000
Engineering/Survey/Testing:			16%	\$ 62,720
Inspection			3.5%	\$ 13,720
ROW/Easement Acquisition:			30%	\$ 117,600
		Impact Fee Project (Cost TOTAL	\$ 586,000

NOTE: The planning level cost projections listed in this appendix have been developed for Rough Proportionality calculations only and should not be used for any future Capital Improvement Planning within the City of Bastrop.

2023 Transportation Impact Fee Study Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc. updated: 6/20/2023

Project Informat	ion: Descripti	on: New	Project No.	B-19
Name:	Technology Drive (2)	Construction of	of a 2 lane collector, undergrou	nd drainage,
Limits:	Technology Drive (existing) to City Limits	and 5' sidewall	ks on both sides of the street.	
Impact Fee Class:	Local Connector Street			
Ultimate Class:	2U_(50)			
Length (If):	2,430			

Roadway Construction Cost Projection							
No.	Item Description		Quantity	Unit	Unit Price		Item Cost
104	Unclassified Street Excavation (2'	depth)	6,480	CY	\$ 8.73	\$	56,570
204	Earthwork/Topsoil (6" depth)	5,400	SY	\$ 1.83	\$	9,882	
304	3" Asphalt (Type C)		486	TON	\$ 140.87	\$	68,463
404	Asphalt Prime Coat		4,860	GAL	\$ 6.00	\$	29,160
504	Lime Treated Subgrade (12" depth	ו)	9,720	SY	\$ 3.46	\$	33,631
604	10" Flexible Base		9,720	SY	\$ 19.70	\$	191,484
704	6' Concrete Sidewalk (4" depth)		2,700	SY	\$ 62.92	\$	169,884
804	Machine Laid Curb & Gutter		4,860	LF	\$ 22.37	\$	108,718
904	Turn Lanes and Median Openings	i	0	SY	\$ 63.33	\$	-
	Paving Construction Cost Subt						667,793
Major	Major Construction Component Allowances**:						
	Item Description	Notes			Allowance		Item Cost
	Traffic Control	None Anticipated			0%	\$	-
	Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilties			4%	\$	00 740
		includes outpillg/orgins it	DI DICYCLE FACILLE	5		-	26,712
N	Roadway Drainage	Standard Internal System		5	30%	-	20,712
	Roadway Drainage Illumination			5	30% 6%	\$ \$	- ,
$\sqrt[n]{\sqrt{1}}$				5	30%	\$ \$	200,338
	Illumination	Standard Internal System		5	30% 6%	\$ \$ \$	200,338 40,068
インシン	Illumination Water	Standard Internal System Minor Adjustments		S	30% 6% 3%	\$ \$ \$ \$ \$	200,338 40,068 20,034
√ √ √ √ **Allowa	Illumination Water Sewer	Standard Internal System Minor Adjustments Minor Adjustments			30% 6% 3% 2%	\$ \$ \$ \$ \$	200,338 40,068 20,034 13,356
√ √ √ ×*Allowa	Illumination Water Sewer Landscaping and Irrigation	Standard Internal System Minor Adjustments Minor Adjustments	1	Allowa	30% 6% 3% 2% 6% unce Subtotal:	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	200,338 40,068 20,034 13,356 40,068
∨ √ √ √ **Allowa	Illumination Water Sewer Landscaping and Irrigation	Standard Internal System Minor Adjustments Minor Adjustments	Pa	Allowa ving and Allowa	30% 6% 3% 2% 6% Ince Subtotal:	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	200,338 40,068 20,034 13,356 40,068
v √ √ √ **Allowa	Illumination Water Sewer Landscaping and Irrigation	Standard Internal System Minor Adjustments Minor Adjustments	Pa	Allowa	30% 6% 3% 2% 6% Ince Subtotal:	• • • • • • • • • • • • • • • • • • •	200,338 40,068 20,034 13,356 40,068 340,574
√ √ √ ×*Allowa	Illumination Water Sewer Landscaping and Irrigation	Standard Internal System Minor Adjustments Minor Adjustments	Pa	Allowa ving and Allowa n Contingency: Mobilization	30% 6% 3% 2% 6% ance Subtotal: nce Subtotal: 10% 11%	• \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	200,338 40,068 20,034 13,356 40,068 340,574 1,008,367 100,837 110,920
v √ √ ×*Allowa	Illumination Water Sewer Landscaping and Irrigation	Standard Internal System Minor Adjustments Minor Adjustments	Pav	Allowa ving and Allowa n Contingency: Mobilization Prep ROW	30% 6% 3% 2% 6% ance Subtotal: nce Subtotal: 10% 11% 4%	• \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	200,338 40,068 20,034 13,356 40,068 340,574 1,008,367 100,837 110,920 40,335
v √ √ √ **Allowa	Illumination Water Sewer Landscaping and Irrigation	Standard Internal System Minor Adjustments Minor Adjustments	Pav	Allowa ving and Allowa n Contingency: Mobilization	30% 6% 3% 2% 6% ance Subtotal: nce Subtotal: 10% 11% 4%	• \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	200,338 40,068 20,034 13,356 40,068 340,574 1,008,367 100,837 110,920

Impact Fee Project Cost Sum Item Description	Notes:		Allowance		Item Cost
Construction:			-	\$	1,261,000
Engineering/Survey/Testing:			16%	\$	201,760
Inspection			3.5%	\$	44,135
ROW/Easement Acquisition:			30%	\$	378,300
Impact Fee Project Cost TOTAL					1,885,000

NOTE: The planning level cost projections listed in this appendix have been developed for Rough Proportionality calculations only and should not be used for any future Capital Improvement Planning within the City of Bastrop.

2023 Transportation Impact Fee Study Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc. updated: 6/20/2023

Project Informat	ion:	Description:	New	Project No.	B-20
Name:	Walnut Street		Construction of a 2 lane collec	tor, underground	l drainage,
Limits:	Martin Luther King Dr to SH 21		and 5' sidewalks on both sides	of the street.	
Impact Fee Class:	Local Connector Street				
Ultimate Class:	2U_(50)				
Length (If):	1,170				
,					

Road	Roadway Construction Cost Projection							
No.	Item Description		Quantity	Unit	Unit Price		Item Cost	
104	Unclassified Street Excavation (2'	depth)	3,120	CY	\$ 8.73	\$	27,238	
204	Earthwork/Topsoil (6" depth)	2,600	SY	\$ 1.83	\$	4,758		
304	3" Asphalt (Type C)		234	TON	\$ 140.87	\$	32,964	
404	Asphalt Prime Coat		2,340	GAL	\$ 6.00	\$	14,040	
504	Lime Treated Subgrade (12" depth	ו)	4,680	SY	\$ 3.46	\$	16,193	
604	10" Flexible Base		4,680	SY	\$ 19.70	\$	92,196	
704	6' Concrete Sidewalk (4" depth)		1,300	SY	\$ 62.92	\$	81,796	
804	Machine Laid Curb & Gutter		2,340	LF	\$ 22.37	\$	52,346	
904	Turn Lanes and Median Openings		0	SY	\$ 63.33	\$	-	
	Paving Construction Cost Subtota						321,530	
Major Construction Component Allowances**:						_		
	Item Description	Notes			Allowance		Item Cost	
	Traffic Control	None Anticipated			0%	\$	-	
\checkmark	Pavement Markings/Signs/Posts	Includes Striping/Signs for	or Bicycle Faciltie	S	4%	\$	12,861	
\checkmark	Roadway Drainage	Standard Internal System	1		30%	\$	96,459	
	Illumination				6%	\$	19,292	
\checkmark	Water	Minor Adjustments			3%	\$	9,646	
	Sewer	Minor Adjustments			2%	\$	6,431	
	Landscaping and Irrigation				6%	\$	19,292	
**Allowa	ances based on % of Paving Construction C	ost Subtotal		Allowa	nce Subtotal:	\$	163,980	
				ving and Allowa		\$	485,510	
	Construction Contingency: 10%						48,551	
				Mobilization	11%	\$	53,406	
				Prep ROW		\$	19,420	
	Construction Cost TOTAL:						607,000	
l								

Item Description	Notes:		Allowance		Item Cost
Construction:			-	\$	607,000
Engineering/Survey/Testing:			16%	\$	97,120
Inspection			3.5%	\$	21,245
ROW/Easement Acquisition:			30%	\$	182,100
Impact Fee Project Cost TOTAL					907,000

NOTE: The planning level cost projections listed in this appendix have been developed for Rough Proportionality calculations only and should not be used for any future Capital Improvement Planning within the City of Bastrop.

2023 Transportation Impact Fee Study **Conceptual Level Project Cost Projection**

Kimley-Horn and Associates, Inc. updated: 6/20/2023

Proj	ect Informat	ion:	Description:	Widening			Project No.	B-21
Ultim		Jackson St (2) SH 21 to South St Primary Multimodal Street B 4D_(80) 1,305			rground draina			n with curb and ks on both
Roa	dway Const	ruction Cost Projection						
No.	Item Descrip	tion		Quantity	Unit	U	nit Price	Item Cost
103	Unclassified S	Street Excavation (3' depth)		7,250	CY	\$	8.73	\$ 63,293
203		psoil (6" depth)		5,220	SY	\$	1.83	\$ 9,553
303	6" Asphalt (Ty	/pe C)		383	TON	\$	140.87	\$ 53,925
403	Asphalt Prime	Coat		3,828	GAL	\$	6.00	\$ 22,968
503	Lime Treated	Subgrade (12" depth)		7.250	SY	\$	3.46	\$ 25.085

403	Asphalt Prime Coat	3,828	GAL	\$ 6.00	\$	22,968	
503	Lime Treated Subgrade (12" depth	ו)	7,250	SY	\$ 3.46	\$	25,085
603	18" Flexible Base		7,250	SY	\$ 56.20	\$	407,450
703	6' Concrete Sidewalk (4" depth)		1,740	SY	\$ 62.92	\$	109,481
803	Machine Laid Curb & Gutter		5,220	LF	\$ 22.37	\$	116,771
903	Turn Lanes and Median Openings	267	SY	\$ 118.58	\$	31,627	
				g Construction C	Cost Subtotal:	\$	840,153
Major	Construction Component Allowa	inces**:					
	Item Description	Notes			Allowance		Item Cost
	Traffic Control	Construction Phase Traff	ic Control		5%	\$	42,008
\checkmark	Pavement Markings/Signs/Posts	Includes Striping/Signs for	or Bicycle Faciltie	S	4%	\$	33,606
\checkmark	Roadway Drainage	Standard Internal System	1		30%	\$	252,046
\checkmark	Illumination				6%	\$	50,409
\checkmark	Water	Minor Adjustments			3%	\$	25,205
\checkmark	Sewer	Minor Adjustments			2%	\$	16,803
\checkmark	Landscaping and Irrigation				6%	\$	50,409
**Allowa	ances based on % of Paving Construction C	ost Subtotal		Allowa	ince Subtotal:	\$	470,485
				ving and Allowa			1,310,638
	Construction Contingency:						131,064
	Mobilization					\$	144,170
1	Prep ROW 4%						52,426
	Construction Cost TOTAL:						

Impact Fee Project Cost Sum	mary				
Item Description	Notes:		Allowance		Item Cost
Construction:			-	\$	1,639,000
Engineering/Survey/Testing:			16%	\$	262,240
Inspection			3.5%	\$	57,365
ROW/Easement Acquisition:			30%	\$	491,700
Impact Fee Project Cost TOTAL					2,450,000

NOTE: The planning level cost projections listed in this appendix have been developed for Rough Proportionality calculations only and should not be used for any future Capital Improvement Planning within the City of Bastrop.

2023 Transportation Impact Fee Study Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc. updated: 6/20/2023

Project Informat	ion:	Description:	Widening	Project No.	B-22
Name: Limits: Impact Fee Class: Ultimate Class: Length (If):	Lovers Ln City Limits to College St Primary Multimodal Street A 3U_(56) 1,525			e collector (2 lanes plus tter, underground draina es of the street.	

Road	way Construction Cost Pro	ojection					
No.	Item Description		Quantity	Unit	Unit Price		Item Cost
102	Unclassified Street Excavation (2'	depth)	4,744	CY	\$ 8.73	\$	41,419
202	Earthwork/Topsoil (6" depth)		3,389	SY	\$ 1.83	\$	6,202
302	3" Asphalt (Type C)		366	TON	\$ 140.87	\$	51,558
402	Asphalt Prime Coat		3,660	GAL	\$ 6.00	\$	21,960
502	Lime Treated Subgrade (12" depth	n)	7,117	SY	\$ 3.46	\$	24,624
602	10" Flexible Base		7,117	SY	\$ 19.70	\$	140,198
702	6' Concrete Sidewalk (4" depth)		2,033	SY	\$ 62.92	\$	127,937
802	Machine Laid Curb & Gutter		3,050	LF	\$ 22.37	\$	68,229
902	Turn Lanes and Median Openings	6	0	SY	\$ 71.37	\$	-
			Paving	g Construction (Cost Subtotal:	\$	482,127
Major	Construction Component Allowa	ances**:					
	Item Description	Notes			Allowance		Item Cost
	Traffic Control	Construction Phase Traff	fic Control		5%	\$	24,106
	Pavement Markings/Signs/Posts	Includes Striping/Signs for	or Bicycle Faciltie	s	4%	\$	19,285
	Roadway Drainage	Standard Internal System	า		30%	\$	144,638
	Illumination				6%	\$	28,928
	Water	Minor Adjustments			3%	\$	14,464
	Sewer	Minor Adjustments			2%	\$	9,643
	Landscaping and Irrigation				6%	\$	28,928
**Allowa	ances based on % of Paving Construction C	Cost Subtotal		Allowa	ance Subtotal:	\$	269,991
				ving and Allowa		\$	752,118
			Construction	n Contingency:		\$	75,212
				Mobilization		\$	82,733
				Prep ROW	4%	\$	30,085
			<u> </u>	Instruction C	Act TOTAL .	\$	941,000
					USLIUTAL.	Ψ	341,000
					UST TOTAL.	φ	341,000

Item Description	Notes:		Allowance	Item Cost
Construction:			-	\$ 941,000
Engineering/Survey/Testing:			16%	\$ 150,560
Inspection			3.5%	\$ 32,935
ROW/Easement Acquisition:			30%	\$ 282,300
		Impact Fee Project (Cost TOTAL	\$ 1,407,000

NOTE: The planning level cost projections listed in this appendix have been developed for Rough Proportionality calculations only and should not be used for any future Capital Improvement Planning within the City of Bastrop.

2023 Transportation Impact Fee Study Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc. updated: 6/20/2023

Project Informat	ion:	Description:	Widening	Project No.	B-23
Name:	Mauna Loa Ln (2)		Construction of a 2 la	ne collector, underground o	drainage,
Limits:	Briar Forest Dr to Tahitian Dr		and 5' sidewalks on b	ooth sides of the street.	•
Impact Fee Class:	Local Connector Street				
Ultimate Class:	2U_(50)				
Length (If):	1,195				

Roac	Iway Construction Cost Pro	jection					
No.	Item Description		Quantity	Unit	Unit Price		Item Cost
104	Unclassified Street Excavation (2'	depth)	3,187	CY	\$ 8.73	\$	27,820
204	4 Earthwork/Topsoil (6" depth)		2,656	SY	\$ 1.83	\$	4,860
304	04 3" Asphalt (Type C)		239	TON	\$ 140.87	\$	33,668
404	Asphalt Prime Coat		2,390	GAL	\$ 6.00	\$	14,340
504	Lime Treated Subgrade (12" depth	ı)	4,780	SY	\$ 3.46	\$	16,539
604	10" Flexible Base		4,780	SY	\$ 19.70	\$	94,166
704	6' Concrete Sidewalk (4" depth)		1,328	SY	\$ 62.92	\$	83,544
804	Machine Laid Curb & Gutter		2,390	LF	\$ 22.37	\$	53,464
904	Turn Lanes and Median Openings		0	SY	\$ 63.33	\$	-
	Paving Construction Co				Cost Subtotal:	\$	328,400
Major Construction Component Allowances**:							
	Item Description	Notes			Allowance		Item Cost
	Traffic Control	Construction Phase Traff	fic Control		5%	\$	16,420
\checkmark	Pavement Markings/Signs/Posts	Includes Striping/Signs for	or Bicycle Faciltie	S	4%	\$	13,136
\checkmark	Roadway Drainage	Standard Internal System	ı		30%	\$	98,520
\checkmark	Illumination				6%	\$	19,704
\checkmark	Water	Minor Adjustments			3%	\$	9,852
\checkmark	Sewer	Minor Adjustments			2%	\$	6,568
\checkmark	Landscaping and Irrigation				6%	\$	19,704
**Allowa	ances based on % of Paving Construction C	ost Subtotal		Allowa	nce Subtotal:	\$	183,904
			Pav	ving and Allowa	ince Subtotal:	\$	512,304
			Construction	n Contingency:	10%	\$	51,230
				Mobilization	11%	\$	56,353
				Prep ROW	4%	\$	20,492
			Co	nstruction C	ost TOTAL:	\$	641,000
J	Construction Cost TOTAL						•

Item Description	Notes:	Allowand	e	lte	m Cost
Construction:			- 5	\$	641,000
Engineering/Survey/Testing:		1	<mark>6%</mark> 5	\$	102,560
Inspection		3.	5% S	\$	22,435
ROW/Easement Acquisition:		3	<mark>)%</mark>	\$	192,300
		Impact Fee Project Cost TOT		\$	958,000

NOTE: The planning level cost projections listed in this appendix have been developed for Rough Proportionality calculations only and should not be used for any future Capital Improvement Planning within the City of Bastrop.

2023 Transportation Impact Fee Study Conceptual Level Project Cost Projection Kimley-Horn and Associates, Inc. updated: 6/20/2023

Project Informat	ion:	Description:	Widening	Project No.	B-24
Name: Limits: Impact Fee Class: Ultimate Class: Length (If):	Mesquite St (3) Wilson St to SH 95 Primary Multimodal Street A 3U_(56) 2,765			B lane collector (2 lanes plus I gutter, underground draina sides of the street.	

No.	tway Construction Cost Pro Item Description		Quantity	Unit	Unit Price		Item Cost
102	Unclassified Street Excavation (2)	dooth)	8.602	CY	\$ 8.73	\$	
202		depth)	- /	SY	\$ 8.73 \$ 1.83	э \$	75,097
202 302	Earthwork/Topsoil (6" depth)		6,144 664	TON	\$ 1.83 \$ 140.87	э \$	11,244
302 402	3" Asphalt (Type C) Asphalt Prime Coat			-		э \$	93,481
402 502		.)	6,636	GAL SY		ֆ \$	39,816
	Lime Treated Subgrade (12" depth 10" Flexible Base	1)	12,903	SY		ֆ \$	44,646
602			12,903				254,196
702	6' Concrete Sidewalk (4" depth)		3,687	SY	\$ 62.92	\$	231,965
802	Machine Laid Curb & Gutter		5,530	LF	\$ 22.37	\$	123,706
902	Turn Lanes and Median Openings		0	SY	\$ 71.37	\$	
Paving Construction Cost Subtotal						\$	874,151
Major	Construction Component Allowa				· • ···		
	Item Description	Notes			Allowance		Item Cost
N	Traffic Control	Construction Phase Traff	fic Control		5%	-	43,708
	Pavement Markings/Signs/Posts	Includes Striping/Signs for		s	4%		34,966
N	Roadway Drainage	Standard Internal System	ו		30%		262,245
N	Illumination				6%		52,449
	Water	Minor Adjustments			3%	-	26,225
	Sewer	Minor Adjustments			2%	\$	17,483
	Landscaping and Irrigation				6%	\$	52,449
**Allowa	ances based on % of Paving Construction C	ost Subtotal		Allowa	ince Subtotal:	\$	489,525
L.							
			Pav	ving and Allowa	ince Subtotal:	\$	1,363,676
			Construction	n Contingency:	10%	\$	136,368
				Mobilization	11%	\$	150,004
				Prep ROW	4%	\$	54,547
			Co	nstruction C	ost TOTAL:	\$	1,705,000
Construction Cost TOTAL:						L Y	.,,

Item Description	Notes:		Allowance	Item Cost
Construction:			-	\$ 1,705,000
Engineering/Survey/Testing:			16%	\$ 272,800
Inspection			3.5%	\$ 59,675
ROW/Easement Acquisition:			30%	\$ 511,500
		Impact Fee Project C	Cost TOTAL	\$ 2,549,000

NOTE: The planning level cost projections listed in this appendix have been developed for Rough Proportionality calculations only and should not be used for any future Capital Improvement Planning within the City of Bastrop.

2023 Transportation Impact Fee Study

Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc. updated: 6/20/2023

Project Informat	ion: De	escription:	Widening	Project No.	B-25
Name:	SH 95 (1)		Construction of a 4 lane highv	vay arterial with	a median with
Limits:	Mesquite St to 700' S of Mesqui	ite St	curb and gutter, underground	drainage, and 6	' sidewalks on
Impact Fee Class:	State Highway System		both sides of the street.	•	
Ultimate Class:	4D_(110)				
Length (If):	695				

No.	Item Description		Quantity	Unit	Unit Price		Item Cost
101	Unclassified Street Excavation (3'	depth)	4,170	CY	\$ 8.73	\$	36,404
201	Earthwork/Topsoil (6" depth)		4,788	SY	\$ 1.83	\$	8,762
301	6" Asphalt (Type C)		222	TON	\$ 140.87	\$	31,329
401	Asphalt Prime Coat		2,224	GAL	\$ 6.00	\$	13,344
501	Lime Treated Subgrade (12" depth	ר)	4,170	SY	\$ 3.46	\$	14,428
501	18" Flexible Base		4,170	SY	\$ 56.20	\$	234,354
701	6' Concrete Sidewalk (4" depth)		927	SY	\$ 62.92	\$	58,300
801	Machine Laid Curb & Gutter		2,780	LF	\$ 22.37	\$	62,189
901	Turn Lanes and Median Openings	;	142	SY	\$ 123.94	\$	17,604
Majo	r Construction Component Allowa	ances**: Notes			Allowance		Item Cost
	Item Description					•	
N	Traffic Control	Construction Phase Traf			5%		23,830
V	Pavement Markings/Signs/Posts	Includes Striping/Signs f		S	4%		19,06
N	Roadway Drainage	Standard Internal Syster	n		30%		143,01
V	Illumination				6%	\$	28,60
N	Water	Minor Adjustments			3%	\$	14,30
N	Sewer	Minor Adjustments			2%	\$	9,534
V	Landscaping and Irrigation	<u> </u>			6%	\$	28,603
*Allow	vances based on % of Paving Construction C	Cost Subtotal		Allowa	nce Subtotal:	\$	266,96
				ving and Allowa		\$	743,68
			Construction	n Contingency:	10%	· ·	74,36
				Mobilization	11%		81,80
				Prep ROW		\$	29,74 ⁻ 930,000
						\$	

Impact Fee Project Cost Summ Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 930,000
Engineering/Survey/Testing:		16%	\$ 148,800
Inspection		3.5%	\$ 32,550
ROW/Easement Acquisition:		30%	\$ 279,000
	\$ 278,000		

NOTE: The planning level cost projections listed in this appendix have been developed for Rough Proportionality calculations only and should not be used for any future Capital Improvement Planning within the City of Bastrop.

Kimley-Horn and Associates, Inc. updated: 6/20/2023

Project Informat	ion: Descriptio	n: Widening	Project No.	B-26
Name:	SH 95 (2)	Construction of a 4 lane highv	vay arterial with	a median with
Limits:	700' S of Mesquite St to Hawthorne St	curb and gutter, underground	drainage, and 6	sidewalks on
Impact Fee Class:	State Highway System	both sides of the street.	•	
Ultimate Class:	4D_(110)			
Length (If):	2,700			

No.	dway Construction Cost Pro		Quantity	Unit	11	nit Price		Item Cost
101	Unclassified Street Excavation (3'	denth)	16.200	CY	\$	8.73	\$	141.426
201	Earthwork/Topsoil (6" depth)	deptil)	18,600	SY	φ \$	1.83	φ \$	34,038
301	6" Asphalt (Type C)		864	TON	φ \$	140.87	\$	121.712
401	Asphalt Prime Coat		8.640	GAL	φ \$	6.00	\$	51,840
501	Lime Treated Subgrade (12" depth)	16,200	SY	φ \$	3.46	\$	56,052
601	18" Flexible Base	1)	16,200	SY	φ \$	56.20	\$	910,440
701	6' Concrete Sidewalk (4" depth)		3,600	SY	φ \$	62.92	\$	226,512
801	Machine Laid Curb & Gutter		10,800	LF	φ \$	22.37	\$	241,596
901	Turn Lanes and Median Openings		552	SY	φ \$	123.94	φ \$	68,391
301	Turn Lanes and Median Openings			Construction (Ŧ		т	1,852,007
			Favily	Construction	5031	Subtotal.	φ	1,052,007
Major	Construction Component Allowa	20005**						
wajor	Item Description	Notes				lowance		Item Cost
	Traffic Control	Construction Phase Traff	ia Control			5%	\$	92,600
Ň	Pavement Markings/Signs/Posts			_		5 % 4%		74,080
,	Roadway Drainage	Includes Striping/Signs fo		5		4% 30%		555,602
N	Illumination	Standard Internal System	1			30% 6%	э \$	111,120
N	Water					3%		,
N	Sewer	Minor Adjustments				3% 2%	\$	55,560
N	•••••	Minor Adjustments				2% 6%	\$	37,040
-V	Landscaping and Irrigation			Alla		5% Subtotal:	\$ \$	111,120
**Allow	ances based on % of Paving Construction C	ost Subtotal		Allowa	ince	Subtotal:	Þ	1,037,124
			Der			0	^	0 000 404
				ing and Allowa				2,889,131
			Construction	Contingency:		10%	-	288,913
				Mobilization		11%		317,804
			-	Prep ROW		4%		115,565
			Co	nstruction C	ost	TOTAL:	\$	3,612,000
Impa	act Fee Project Cost Summa							
	Item Description	Notes:			Al	lowance		Item Cost
_								

Impact Fee Project Cost Summa Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 3,612,000
Engineering/Survey/Testing:		16%	\$ 577,920
Inspection		3.5%	\$ 126,420
ROW/Easement Acquisition:		30%	\$ 1,083,600
	\$ 1,080,000		

NOTE: The planning level cost projections listed in this appendix have been developed for Rough Proportionality calculations only and should not be used for any future Capital Improvement Planning within the City of Bastrop.

The planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Bastrop

2023 Transportation Impact Fee Study Conceptual Level Project Cost Projection

2023 Transportation Impact Fee Study Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc. updated: 6/20/2023

Project Informat	ion:	Description:	Widening	Project No.	B-27
Name: Limits: Impact Fee Class: Ultimate Class: Length (If):	SH 95 (3) Hawthorne St to Cedar St State Highway System 4D_(110) 1,560			ne highway arterial with a erground drainage, and 6' s et.	
Readway Const	ruction Cost Projection				

	lway Construction Cost Pro	Jection							
No.	Item Description		Quantity	Unit	Unit Price		Item Cost		
101	Unclassified Street Excavation (3'	depth)	9,360	CY	\$ 8.73	\$	81,713		
201	Earthwork/Topsoil (6" depth)		10,747	SY	\$ 1.83	\$	19,666		
301	6" Asphalt (Type C)		499	TON	\$ 140.87	\$	70,322		
401	Asphalt Prime Coat		4,992	GAL	\$ 6.00	\$	29,952		
501	Lime Treated Subgrade (12" depth	1)	9,360	SY	\$ 3.46	\$	32,386		
601	18" Flexible Base		9,360	SY	\$ 56.20	\$	526,032		
701	6' Concrete Sidewalk (4" depth)		2,080	SY	\$ 62.92	\$	130,874		
801	Machine Laid Curb & Gutter		6,240	LF	\$ 22.37	\$	139,589		
901	Turn Lanes and Median Openings		319	SY	\$ 123.94	\$	39,515		
	Paving Construction Cost Subtotal: \$ 1,070,049								
Major	Major Construction Component Allowances**:								
	Item Description	Notes			Allowance		Item Cost		
	Traffic Control	Construction Phase Traff	ic Control		5%	\$	53,502		
\checkmark	Pavement Markings/Signs/Posts	Includes Striping/Signs for	or Bicycle Faciltie	S	4%	\$	42,802		
\checkmark	Roadway Drainage	Standard Internal System	1		30%	\$	321,015		
\checkmark	Illumination				6%	\$	64,203		
\checkmark	Water	Minor Adjustments			3%	\$	32,101		
\checkmark	Sewer	Minor Adjustments			2%	\$	21,401		
	Landscaping and Irrigation				6%	\$	64,203		
**Allowa	ances based on % of Paving Construction C	ost Subtotal		Allowa	nce Subtotal:	\$	599,227		
			Pav	ving and Allowa	nce Subtotal:	\$	1,669,276		
			Construction	n Contingency:	10%	\$	166,928		
				Mobilization	11%	\$	183,620		
				Prep ROW	4%	\$	66,771		
			Co	nstruction C	ost TOTAL:	\$	2,087,000		
							, ,		

Impact Fee Project Cost Sum	nary		
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 2,087,000
Engineering/Survey/Testing:		16%	\$ 333,920
Inspection		3.5%	\$ 73,045
ROW/Easement Acquisition:		30%	\$ 626,100
	\$ 624,000		

NOTE: The planning level cost projections listed in this appendix have been developed for Rough Proportionality calculations only and should not be used for any future Capital Improvement Planning within the City of Bastrop.

2023 Transportation Impact Fee Study Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc. updated: 6/20/2023

Proj	ect Informat	ion:	Description:	Widening		F	Project No.		B-28
Ultim	-	SH 95 (4) Cedar St to Spring St State Highway System 4D_(110) 1,885			tter, undergrou				a median with S' sidewalks on
Roa	dway Const	ruction Cost Projection							
No.	Item Descrip	tion		Quantity	Unit	Uni	it Price		Item Cost
101	Unclassified S	Street Excavation (3' depth)		11,310	CY	\$	8.73	\$	98,736
201	Contlaura de / To			10.000	01/	¢	1.83	\$	23,764
	Earthwork/10	psoil (6" depth)		12,986	SY	\$	1.03	Ф	23,704
301	6" Asphalt (Ty			12,986 603	TON	\$ \$	140.87	л (,	84,973

201	Earthwork/Topsoli (6 depth)		12,980	51	Ф	1.83	Ą	23,764
301	6" Asphalt (Type C)		603	TON	\$	140.87	\$	84,973
401	Asphalt Prime Coat		6,032	GAL	\$	6.00	\$	36,192
501	Lime Treated Subgrade (12" depth	ר)	11,310	SY	\$	3.46	\$	39,133
601	18" Flexible Base		11,310	SY	\$	56.20	\$	635,622
701	6' Concrete Sidewalk (4" depth)		2,513	SY	\$	62.92	\$	158,139
801	Machine Laid Curb & Gutter		7,540	LF	\$	22.37	\$	168,670
901	Turn Lanes and Median Openings	385	SY	\$	123.94	\$	47,747	
	Paving Construction Cost Subtotal:							1,292,975
			Faving		6051	Subiolal.	φ	1,292,975
			Faviliy		6051	Subiolal.	φ	1,292,975
Major	Construction Component Allowa	ances**:	Faving	Construction	COSI	Subtotal.	φ	1,292,975
Major	Construction Component Allowa	ances**: Notes	Faving	Construction		owance	φ	Item Cost
Major √								
Major √ √	Item Description	Notes	ic Control			owance	\$	Item Cost
V	Item Description Traffic Control	Notes Construction Phase Traff	ic Control or Bicycle Faciltie			owance 5%	\$ \$	Item Cost 64,649
V	Item Description Traffic Control Pavement Markings/Signs/Posts	Notes Construction Phase Traff Includes Striping/Signs for	ic Control or Bicycle Faciltie			owance 5% 4%	\$ \$ \$	Item Cost 64,649 51,719

	Water	Minor Adjustments		3%	\$	38,789
\checkmark	Sewer	Minor Adjustments		2%	\$	25,860
\checkmark	Landscaping and Irrigation			6%	\$	77,579
**Allow	**Allowances based on % of Paving Construction Cost Subtotal Allowance Subtotal:					724,066
			Paving and Allowa	nce Subtotal:	\$	2,017,042
			Construction Contingency:	10%	\$	201,704
			Mobilization	11%	\$	221,875
			Prep ROW	4%	\$	80,682
			Construction C	ost TOTAL:	\$	2,522,000

Impact Fee Project Cost Sun Item Description	Notes:	Allowance		Item Cost		
Construction:		-	\$	2,522,000		
Engineering/Survey/Testing:		16%	\$	403,520		
Inspection		3.5%	\$	88,270		
ROW/Easement Acquisition:		30%	\$	756,600		
	Impact Fee Project Cost TOTAL (TxDOT 20%)					

NOTE: The planning level cost projections listed in this appendix have been developed for Rough Proportionality calculations only and should not be used for any future Capital Improvement Planning within the City of Bastrop.

2023 Transportation Impact Fee Study Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc. updated: 6/20/2023

Project Informat	ion:	Description:	Widening	Project No.	B-29
Name: Limits: Impact Fee Class: Ultimate Class: Length (If):	SH 95 (5) Farm St to Chestnut St/SH 2 State Highway System 4D_(110) 870	1		e highway arterial with a ground drainage, and 6' s t.	

Roac	Iway Construction Cost Pro	pjection							
No.	Item Description		Quantity	Unit	Unit Price		Item Cost		
101	Unclassified Street Excavation (3' depth) 5,220 CY			CY	\$ 8.73	\$	45,571		
201	Earthwork/Topsoil (6" depth)		5,993	SY	\$ 1.83	\$	10,968		
301	6" Asphalt (Type C)		278	TON	\$ 140.87	\$	39,218		
401	Asphalt Prime Coat		2,784	GAL	\$ 6.00	\$	16,704		
501	Lime Treated Subgrade (12" depth	ו)	5,220	SY	\$ 3.46	\$	18,061		
601	18" Flexible Base		5,220	SY	\$ 56.20	\$	293,364		
701	6' Concrete Sidewalk (4" depth)		1,160	SY	\$ 62.92	\$	72,987		
801	Machine Laid Curb & Gutter		3,480	LF	\$ 22.37	\$	77,848		
901	Turn Lanes and Median Openings		178	SY	\$ 123.94	\$	22,037		
	Paving Construction Cost Subtotal: \$ 596,758								
Major Construction Component Allowances**:									
	Item Description Notes Allowance						Item Cost		
	Traffic Control	Construction Phase Traff	ic Control		5%	\$	29,838		
	Pavement Markings/Signs/Posts	Includes Striping/Signs for	or Bicycle Faciltie	S	4%	\$	23,870		
\checkmark	Roadway Drainage	Standard Internal System	ı		30%	\$	179,027		
	Illumination				6%	\$	35,805		
	Water	Minor Adjustments			3%	\$	17,903		
\checkmark	Sewer	Minor Adjustments			2%	\$	11,935		
\checkmark	Landscaping and Irrigation				6%	\$	35,805		
**Allowa	ances based on % of Paving Construction C	Cost Subtotal		Allowa	ance Subtotal:	\$	334,184		
				ving and Allowa		\$	930,942		
			Construction	n Contingency:			93,094		
				Mobilization		\$	102,404		
				Prep ROW			37,238		
			Co	nstruction C	ost TOTAL:	\$	1,164,000		

Impact Fee Project Cost Sum	nary		
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 1,164,000
Engineering/Survey/Testing:		16%	\$ 186,240
Inspection		3.5%	\$ 40,740
ROW/Easement Acquisition:		30%	\$ 349,200
	Impact Fee Project Cost TOTAL (1	xDOT 20%)	\$ 348,000

NOTE: The planning level cost projections listed in this appendix have been developed for Rough Proportionality calculations only and should not be used for any future Capital Improvement Planning within the City of Bastrop.

2023 Transportation Impact Fee Study Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc. updated: 6/20/2023

Project Informat	tion:	Description:	Widening	Project No.	B-30
Name:	South Street (3)		Construction of a 3 lane	e collector (2 lanes plus	a center turn
Limits:	650' W of Jackson St to 1,200)' E of Jack	lane) with curb and gut	ter, underground draina	ge, and 6'
Impact Fee Class:	Primary Multimodal Street A		sidewalks on both sides	—	
Ultimate Class:	3U_(56)				
Length (If):	1,675				

Roac	Iway Construction Cost Pro	jection					
No.	Item Description		Quantity	Unit	Unit Price		Item Cost
102	Unclassified Street Excavation (2'	depth)	5,211	CY	\$ 8.73	\$	45,493
202	Earthwork/Topsoil (6" depth)		3,722	SY	\$ 1.83	\$	6,812
302	3" Asphalt (Type C)		402	TON	\$ 140.87	\$	56,630
402	Asphalt Prime Coat		4,020	GAL	\$ 6.00	\$	24,120
502	Lime Treated Subgrade (12" depth	ו)	7,817	SY	\$ 3.46	\$	27,046
602	10" Flexible Base		7,817	SY	\$ 19.70	\$	153,988
702	6' Concrete Sidewalk (4" depth)		2,233	SY	\$ 62.92	\$	140,521
802	Machine Laid Curb & Gutter		3,350	LF	\$ 22.37	\$	74,940
902	Turn Lanes and Median Openings		0	SY	\$ 71.37	\$	-
			Paving	Construction C	Cost Subtotal:	\$	529,549
Major	Construction Component Allowa	inces**:				_	
	Item Description	Notes			Allowance		Item Cost
	Traffic Control	Construction Phase Traff	ic Control		5%	\$	26,477
\checkmark	Pavement Markings/Signs/Posts	Includes Striping/Signs for	or Bicycle Faciltie	S	4%	-	21,182
\checkmark	Roadway Drainage	Standard Internal System	ı		30%	\$	158,865
\checkmark	Illumination				6%	\$	31,773
\checkmark	Water	Minor Adjustments			3%	\$	15,886
\checkmark	Sewer	Minor Adjustments			2%	\$	10,591
	Landscaping and Irrigation				6%		31,773
**Allowa	ances based on % of Paving Construction C	ost Subtotal		Allowa	nce Subtotal:	\$	296,548
				ving and Allowa			826,097
			Constructio	n Contingency:			82,610
				Mobilization			90,871
				Prep ROW		\$	33,044
			Co	Instruction C	ost TOTAL:	\$	1,033,000
							· ·

Impact Fee Project Cost Sun	nmary		
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 1,033,000
Engineering/Survey/Testing:		16%	\$ 165,280
Inspection		3.5%	\$ 36,155
ROW/Easement Acquisition:		30%	\$ 309,900
	Impact Fee Project	ct Cost TOTAL	\$ 1,544,000

NOTE: The planning level cost projections listed in this appendix have been developed for Rough Proportionality calculations only and should not be used for any future Capital Improvement Planning within the City of Bastrop.

2023 Transportation Impact Fee Study Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc. updated: 6/20/2023

Name Limit Impa Ultim		Walnut St		n of a 4 lane hig tter, undergrou		witl	B-31 h a median with 6' sidewalks on		
Roa No.	dway Construction Cos	t Projection	Quantity	Unit	Unit Price		Item Cost		
	1	n (2' donth)				¢			
101 201	Unclassified Street Excavati Earthwork/Topsoil (6" depth)	on (3° depth)	9,480 10.884	CY SY	\$ 8.73	\$ \$	82,760		
201 301	6" Asphalt (Type C)		506	TON	\$ 1.83 \$ 140.87	ֆ \$	19,919 71,224		
401	Asphalt Prime Coat		5,056	GAL	\$ 140.87	ֆ \$	30,336		
401 501	Lime Treated Subgrade (12"	denth)	9,480	SY	\$ 0.00 \$ 3.46	ֆ \$	32,801		
601	18" Flexible Base	deptilj	9,480	SY	\$ 56.20	\$	532,776		
701	6' Concrete Sidewalk (4" der	th)	2,107	SY	\$ 62.92	\$	132,551		
801	Machine Laid Curb & Gutter	(ui)	6,320	LF	\$ 22.37	\$	141,378		
901	Turn Lanes and Median Ope	ninas	323	SY	\$ 123.94	\$	40,022		
	•	0	Paving	Construction (\$	1,083,767		
Maio	r Construction Component A						-		
	Item Description						Item Cost		
V	Traffic Control	Construction Phase Tra			5%	Ŧ	54,188		
V V	Traffic Control Pavement Markings/Signs/P	Construction Phase Tra OStS Includes Striping/Signs	or Bicycle Faciltie	S	5% 4%	\$	54,188 43,351		
	Traffic Control Pavement Markings/Signs/P Roadway Drainage	Construction Phase Tra	or Bicycle Faciltie	s	5% 4% 30%	\$ \$	54,188 43,351 325,130		
	Traffic Control Pavement Markings/Signs/P Roadway Drainage Illumination	Construction Phase Tra DSts Includes Striping/Signs Standard Internal Syste	or Bicycle Faciltie	S	5% 4% 30% 6%	\$ \$ \$	54,188 43,351 325,130 65,026		
	Traffic Control Pavement Markings/Signs/P Roadway Drainage Illumination Water	Construction Phase Tra OStS Includes Striping/Signs Standard Internal Syste Minor Adjustments	or Bicycle Faciltie	s	5% 4% 30% 6% 3%	\$ \$ \$ \$	54,188 43,351 325,130 65,026 32,513		
	Traffic Control Pavement Markings/Signs/P Roadway Drainage Illumination Water Sewer	Construction Phase Tra DSts Includes Striping/Signs Standard Internal Syste	or Bicycle Faciltie	S	5% 4% 30% 6% 3% 2%	\$\$\$\$\$	54,188 43,351 325,130 65,026 32,513 21,675		
	Traffic Control Pavement Markings/Signs/P Roadway Drainage Illumination Water Sewer Landscaping and Irrigation	Construction Phase Tra OStS Includes Striping/Signs Standard Internal Syste Minor Adjustments Minor Adjustments	or Bicycle Faciltie		5% 4% 30% 6% 3% 2% 6%	\$\$\$\$	54,188 43,351 325,130 65,026 32,513 21,675 65,026		
	Traffic Control Pavement Markings/Signs/P Roadway Drainage Illumination Water Sewer	Construction Phase Tra OStS Includes Striping/Signs Standard Internal Syste Minor Adjustments Minor Adjustments	or Bicycle Faciltie		5% 4% 30% 6% 3% 2%	\$\$\$\$	54,188 43,351 325,130 65,026 32,513 21,675		
	Traffic Control Pavement Markings/Signs/P Roadway Drainage Illumination Water Sewer Landscaping and Irrigation	Construction Phase Tra OStS Includes Striping/Signs Standard Internal Syste Minor Adjustments Minor Adjustments	or Bicycle Faciltie	Allowa	5% 4% 30% 6% 3% 2% 6% ance Subtotal:	\$\$ \$\$ \$\$ \$\$ \$ \$ \$	54,188 43,351 325,130 65,026 32,513 21,675 65,026 606,910		
	Traffic Control Pavement Markings/Signs/P Roadway Drainage Illumination Water Sewer Landscaping and Irrigation	Construction Phase Tra OStS Includes Striping/Signs Standard Internal Syste Minor Adjustments Minor Adjustments	or Bicycle Faciltie n Pav	Allowa	5% 4% 30% 6% 2% 6% ance Subtotal:	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	54,188 43,351 325,130 65,026 32,513 21,675 65,026 606,910 1,690,677		
	Traffic Control Pavement Markings/Signs/P Roadway Drainage Illumination Water Sewer Landscaping and Irrigation	Construction Phase Tra OStS Includes Striping/Signs Standard Internal Syste Minor Adjustments Minor Adjustments	or Bicycle Faciltie n Pav	Allowa ving and Allowa n Contingency:	5% 4% 30% 6% 3% 2% 6% ance Subtotal: ance Subtotal: 10%	\$\$ \$\$ \$\$ \$\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	54,188 43,351 325,130 65,026 32,513 21,675 65,026 606,910 1,690,677 169,068		
	Traffic Control Pavement Markings/Signs/P Roadway Drainage Illumination Water Sewer Landscaping and Irrigation	Construction Phase Tra OStS Includes Striping/Signs Standard Internal Syste Minor Adjustments Minor Adjustments	or Bicycle Faciltie n Pav	Allowa ving and Allowa n Contingency: Mobilization	5% 4% 30% 6% 3% 2% 6% ance Subtotal: ance Subtotal: 10% 11%	\$\$\$\$\$\$\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	54,188 43,351 325,130 65,026 32,513 21,675 65,026 606,910 1,690,677 169,068 185,974		
	Traffic Control Pavement Markings/Signs/P Roadway Drainage Illumination Water Sewer Landscaping and Irrigation	Construction Phase Tra OStS Includes Striping/Signs Standard Internal Syste Minor Adjustments Minor Adjustments	or Bicycle Facilitie n Pay Construction	Allowa ving and Allowa n Contingency: Mobilization Prep ROW	5% 4% 30% 6% 3% 2% 6% ance Subtotal: ance Subtotal: 10% 11% 4%	\$\$ \$\$ \$\$ \$\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	54,188 43,351 325,130 65,026 32,513 21,675 65,026 606,910 1,690,677 169,068 185,974 67,627		
イ イ イ イ イ イ イ イ イ イ イ イ イ イ イ イ イ イ イ	Traffic Control Pavement Markings/Signs/P Roadway Drainage Illumination Water Sewer Landscaping and Irrigation vances based on % of Paving Constru	Construction Phase Tra Construction Phase Tra Includes Striping/Signs Standard Internal Syste Minor Adjustments Minor Adjustments ction Cost Subtotal	or Bicycle Facilitie n Pay Construction	Allowa ving and Allowa n Contingency: Mobilization	5% 4% 30% 6% 3% 2% 6% ance Subtotal: ance Subtotal: 10% 11% 4%	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	54,188 43,351 325,130 65,026 32,513 21,675 65,026 606,910 1,690,677 169,068 185,974		
イ イ イ イ イ イ イ イ イ イ イ イ イ イ イ イ イ イ イ	Traffic Control Pavement Markings/Signs/P Roadway Drainage Illumination Water Sewer Landscaping and Irrigation	Construction Phase Tra Construction Phase Tra Includes Striping/Signs Standard Internal Syste Minor Adjustments Minor Adjustments ction Cost Subtotal	or Bicycle Facilitie n Pay Construction	Allowa ving and Allowa n Contingency: Mobilization Prep ROW	5% 4% 30% 6% 3% 2% 6% ance Subtotal: ance Subtotal: 10% 11% 4%	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	54,188 43,351 325,130 65,026 32,513 21,675 65,026 606,910 1,690,677 169,068 185,974 67,627		
イ イ イ イ イ イ イ イ イ イ イ イ イ イ イ イ イ イ イ	Traffic Control Pavement Markings/Signs/P Roadway Drainage Illumination Water Sewer Landscaping and Irrigation vances based on % of Paving Constru	Construction Phase Tra Construction Phase Tra Includes Striping/Signs Standard Internal Syste Minor Adjustments Minor Adjustments ction Cost Subtotal	or Bicycle Facilitie n Pay Construction	Allowa ving and Allowa n Contingency: Mobilization Prep ROW	5% 4% 30% 6% 3% 2% 6% ance Subtotal: ance Subtotal: 10% 11% 4%	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	54,188 43,351 325,130 65,026 32,513 21,675 65,026 606,910 1,690,677 169,068 185,974 67,627		

Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 2,114,000
Engineering/Survey/Testing:		16%	\$ 338,240
Inspection		3.5%	\$ 73,990
ROW/Easement Acquisition:		30%	\$ 634,200
	Impact Fee Project Cost TOTAL (T	xDOT 20%)	\$ 632,000

NOTE: The planning level cost projections listed in this appendix have been developed for Rough Proportionality calculations only and should not be used for any future Capital Improvement Planning within the City of Bastrop.

2023 Transportation Impact Fee Study Conceptual Level Project Cost Projection Kimley-Horn and Associates, Inc. updated: 6/20/2023

Project Information:Name:SH 21 (2)Limits:Walnut St to SH 21 WBFRImpact Fee Class:State Highway SystemUltimate Class:4D_(110)Length (If):2,255		WBFR		n of a 4 lane hig tter, undergrou		with	B-32 n a median with 6' sidewalks on	
Roa	dway Const	ruction Cost Pro	jection					
No.	Item Descrip			Quantity	Unit	Unit Price		Item Cost
101		Street Excavation (3'	depth)	13,530	CY	\$ 8.73	\$	118,117
201		psoil (6" depth)	- *	15,534	SY	\$ 1.83	\$	28,428
301	6" Asphalt (Ty			722	TON	\$ 140.87	\$	101,652
401	Asphalt Prime	Coat		7,216	GAL	\$ 6.00	\$	43,296
501		Subgrade (12" depth	ı)	13,530	SY	\$ 3.46	\$	46,814
601	18" Flexible B	ase		13,530	SY	\$ 56.20	\$	760,386
701	6' Concrete S	idewalk (4" depth)		3,007	SY	\$ 62.92	\$	189,179
801	Machine Laid	Curb & Gutter		9,020	LF	\$ 22.37	\$	201,777
901	Turn Lanes a	nd Median Openings	461	SY	\$ 123.94	\$	57,120	
				Paving	Construction (Cost Subtotal:	\$	1,546,769
Maio	r Construction	Component Allowa	nces**•					
majo	Item Descrip		Notes			Allowance		Item Cost
V	Traffic Contro		Construction Phase Tra	affic Control		5%	\$	77,338
		rkings/Signs/Posts	Includes Striping/Signs		e.	4%		61,871
V	Roadway Dra		Standard Internal Syste		.5	30%		464,031
V	Illumination	inage	Standard Internal Syste	2111		6%		92,806
V	Water		Minor Adjustments			3%		46,403
V	Sewer		Minor Adjustments			2%	\$	30,935
V	Landscaping	and Irrigation	Minor Aujustinents			6%		92,806
**Allow	×	of Paving Construction C	ost Subtota		Allowa	ance Subtotal:		866,191
							Ť	,
				Pa	ving and Allowa	ance Subtotal:	\$	2,412,960
					n Contingency:			241,296
					Mobilization	11%		265,426
					Prep ROW			96,518
				Co	Instruction C		\$	3,017,000
L							Ŧ	-,,

Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 3,017,000
Engineering/Survey/Testing:		16%	\$ 482,720
Inspection		3.5%	\$ 105,595
ROW/Easement Acquisition:		30%	\$ 905,100
	Impact Fee Project Cost TOTA	L (TxDOT 20%)	\$ 902,000

NOTE: The planning level cost projections listed in this appendix have been developed for Rough Proportionality calculations only and should not be used for any future Capital Improvement Planning within the City of Bastrop.

2023 Transportation Impact Fee Study **Conceptual Level Project Cost Projection** Kimley-Horn and Associates, Inc. updated: 6/20/2023

m Cost 30,380 7,312 26,145 11,136 12,041 195,576 48,658 51,898 14,691
30,380 7,312 26,145 11,136 12,041 195,576 48,658 51,898 14,691
7,312 26,145 11,136 12,041 195,576 48,658 51,898 14,691
26,145 11,136 12,041 195,576 48,658 51,898 14,691
11,136 12,041 195,576 48,658 51,898 14,691
12,041 195,576 48,658 51,898 14,691
195,576 48,658 51,898 14,691
48,658 51,898 14,691
51,898 14,691
14,691
397,839
m Cost
19,892
15,914
119,352
23,870
11,935
7,957
23,870
222,790
222,790 620,628
620,628
620,628 62,063
620,628 62,063 68,269
620,628 62,063 68,269 24,825 776,000
620,628 62,063 68,269 24,825
620,628 62,063 68,269 24,825 776,000
m

	30%	\$ 232,800
Impact Fee Project Cost TOTAL (T	xDOT 20%)	\$ 232,000

NOTE: The planning level cost projections listed in this appendix have been developed for Rough Proportionality calculations only and should not be used for any future Capital Improvement Planning within the City of Bastrop.

The planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

ROW/Easement Acquisition:

Inspection

3.5% \$

30% \$

27,160





D. SUMMARY OF TRANSPORTATION IMPACT FEE CREDIT DETERMINATION

Bond Debt - SA A

Sources

Par Amount +Premium / - Discount Equity contreibution

Total Sources

Project desposit Cost of Issuance (1%) Contingency Uses

Total Us

\$ 59,364,502.00

	<u> </u>	-	
Jses			

l otal Uses												
	Year	Princi	ipal	Соц	lpon	Inter	rest	Deb	t Service			
		\$	59,364,502.00	\$	1.02	\$	32,531,747.10	\$	91,896,249.10	\$ 1.55	\$ 32,531,747.10	\$ 86,078,527.90
Debt Service Annually	1	\$	2,968,225.10		4.00%	\$	3,020,169.04	\$	5,988,394.14			
	2	\$	2,968,225.10		4.25%	\$	2,901,440.04	\$	5,869,665.14			
	3	\$	2,968,225.10		4.50%	\$	2,775,290.47	\$	5,743,515.57			
	4	\$	2,968,225.10		5.00%	\$	2,641,720.34	\$	5,609,945.44			
	5	\$	2,968,225.10		5.25%	\$	2,493,309.08	\$	5,461,534.18			
	6	\$	2,968,225.10		5.25%	\$	2,337,477.27	\$	5,305,702.37			
	7	\$	2,968,225.10		5.25%	\$	2,181,645.45	\$	5,149,870.55			
	8	\$	2,968,225.10		5.25%	\$	2,025,813.63	\$	4,994,038.73			
	9	\$	2,968,225.10		5.25%	\$	1,869,981.81	\$	4,838,206.91			
	10	\$	2,968,225.10		5.25%	\$	1,714,150.00	\$	4,682,375.10			
	11	\$	2,968,225.10		5.25%	\$	1,558,318.18	\$	4,526,543.28			
	12	\$	2,968,225.10		5.25%	\$	1,402,486.36	\$	4,370,711.46			
	13	\$	2,968,225.10		5.25%	\$	1,246,654.54	\$	4,214,879.64			
	14	\$	2,968,225.10		5.25%	\$	1,090,822.72	\$	4,059,047.82			
	15	\$	2,968,225.10		5.25%	\$	934,990.91	\$	3,903,216.01			
	16	\$	2,968,225.10		5.25%	\$	779,159.09	\$	3,747,384.19			
	17	\$	2,968,225.10		5.25%	\$	623,327.27	\$	3,591,552.37			
	18	\$	2,968,225.10		5.25%	\$	467,495.45	\$	3,435,720.55			
	19	\$	2,968,225.10		5.25%	\$	311,663.64	\$	3,279,888.74			
	20	\$	2,968,225.10		5.25%	\$	155,831.82	\$	3,124,056.92			
											\$ 72,934,095.79	1.228580942

10-Year

 \$ 23,960,997.12
 \$ 83,325,499.12
 1.220300742

Bond Debt - SA B

Sources

Par Amount +Premium / - Discount Equity contreibution

Total Sources

Uses Project desposit Cost of Issuance (1%) Contingency

ce (1%)

\$ 33,282,620.47

Total Uses													
	Year	Prin	cipal	Cou	ipon	Inte	erest	Deb	t Service				
		\$	33,282,620.47	\$	1.02	\$	18,238,876.02	\$	51,521,496.48	\$ 1.	55 \$	18,238,876.02 \$	48,259,799.67
Debt Service Annually		1 \$	1,664,131.02		4.00%		1693253.316	\$	3,357,384.34				
		2 \$	1,664,131.02		4.25%		1626688.075	\$	3,290,819.10				
		3 \$	1,664,131.02		4.50%		1555962.507	\$	3,220,093.53				
		4 \$	1,664,131.02		5.00%		1481076.611	\$	3,145,207.63				
		5\$	1,664,131.02		5.25%		1397870.06	\$	3,062,001.08				
		6\$	1,664,131.02		5.25%		1310503.181	\$	2,974,634.20				
		7\$	1,664,131.02		5.25%		1223136.302	\$	2,887,267.33				
		8 \$	1,664,131.02		5.25%		1135769.423	\$	2,799,900.45				
		9\$	1,664,131.02		5.25%		1048402.545	\$	2,712,533.57				
		10 \$	1,664,131.02		5.25%		961035.6659	\$	2,625,166.69				
		11 \$	1,664,131.02		5.25%		873668.7872	\$	2,537,799.81				
		12 \$	1,664,131.02		5.25%		786301.9085	\$	2,450,432.93				
		13 \$	1,664,131.02		5.25%		698935.0298	\$	2,363,066.05				
		14 \$	1,664,131.02		5.25%		611568.1511	\$	2,275,699.17				
		15 \$	1,664,131.02		5.25%		524201.2723	\$	2,188,332.30				
		16 \$	1,664,131.02		5.25%		436834.3936	\$	2,100,965.42				
		17 \$	1,664,131.02		5.25%		349467.5149	\$	2,013,598.54				
		18 \$	1,664,131.02		5.25%		262100.6362	\$	1,926,231.66				
		19 \$	1,664,131.02		5.25%		174733.7574	\$	1,838,864.78				
		20 \$	1,664,131.02		5.25%	,	87366.87872	\$	1,751,497.90				
											\$	40,890,807.97	
								10-Y	'ear	\$ 13,433,697.0	<mark>59</mark> \$	46,716,318.15	1.403625





E. TRANSPORTATION IMPACT FEE CREDIT DETERMINATION SUPPORTING EXHIBITS

AD VALOREM TAXES SUMMARY		А	В
10-YEAR GROWTH PROJECTIONS			
Residential (single family dwelling units)		1,078	1,780
Residential (mulit-family dwelling units)		3,470	1,575
Basic (square Feet)		0	2,170,000
Service (square feet)		491,000	217,000
Retail (square feet)		2,347,000	949,000
AVERAGE PROPERTY VALUE BASED ON AD VALOREM TAX DATA			
per Residential Dwelling Unit (single-family)		242,000	242,000
per Residential Dwelling Unit (multi-family)		135,000	135,000
per Square Feet of Industrial (Basic)		60	60
per Square Feet of Office (Service)		110	110
per Square Feet of Retail (Retail)		180	180
TOTAL PROPERTY VALUE BASED ON AD VALOREM TAX DATA	•	4 447 004 40	0.005.004.05
per Residential Dwelling Unit	\$	1,417,001.69	\$ 2,335,821.95
per Residential Dwelling Unit (multi-family)	\$	2,540,198.23	\$ 1,155,966.55
per Square Feet of Industrial (Basic)	\$	-	\$ 706,017.31
per Square Feet of Office (Service)	\$	292,872.47	\$ 129,436.51
per Square Feet of Retail (Retail)	\$	2,290,814.70	\$ 926,281.70
	\$	6,540,887.08	\$ 5,253,524.02

Item 9F.

	RESIDENTIAL AD VALOREM TAXES SUMMARY Service Area A - Ad Valorem													
	0	1	2	3	4	5	6	7	8	9				
1														
2	108	108	108	108	108	108	108	108	108	108				
3		108	108	108	108	108	108	108	108	108				
4			108	108	108	108	108	108	108	108				
5				108	108	108	108	108	108	108				
AVERAGE PROPERTY VALUE BASED ON AD VALOREM TAX DATA 108 108 108 108 108 108 108														
7			1			108	108	108	108	108				
8							108	108	108	108				
9								108	108	108				
									108	108				
										106				
	108	216	325	432	540	648	756	864	972	1078				
TOTAL PRC					242,00	00								
										0.09859				
\$	\$ 25,768.01 \$ 5	1,536.01 \$	77,542.61 \$10	3,072.02 \$	128,840.03 \$ 1	54,608.03 \$	180,376.04 \$	206,144.04 \$	231,912.05 \$	257,202.87				

				Serv	ice Area B - Ad Va	alorem				
	0	1	2	3	4	5	6	7	8	9
1										
2	178	178	178	178	178	178	178	178	178	178
3		178	178	178	178	178	178	178	178	178
4			178	178	178	178	178	178	178	178
5				178	178	178	178	178	178	178
6					178	178	178	178	178	178
7						178	178	178	178	178
8							178	178	178	178
9								178	178	178
									178	178
										178
	178	356	534	712	890	1068	1246	1424	1602	1780
					242,0	00				
										0 00850

0.09859 \$ 42,469.49 \$ 84,938.98 \$ 127,408.47 \$ 169,877.96 \$ 212,347.45 \$ 254,816.94 \$ 297,286.43 \$ 339,755.92 \$ 382,225.41 \$ 424,694.90 \$ 2,335,821.95

	RESIDENTIAL AD VALOREM TAXES SUMMARY Service Area A - Ad Valorem												
	0	1	2	3	4	5	6	7	8	9			
1													
2	347	347	347	347	347	347	347	347	347	347			
3		347	347	347	347	347	347	347	347	347			
4			347	347	347	347	347	347	347	347			
5				347	347	347	347	347	347	347			
AVERAGE PRO	AVERAGE PROPERTY VALUE BASED ON AD VALOREM TAX DATA 347 347 347 347 347 347 347 347												
7						347	347	347	347	347			
8							347	347	347	347			
9								347	347	347			
									347	347			
										347			
	347	694	1041	1388	1735	2082	2429	2776	3123	3470			
TOTAL PRC					135,00	00							
										0.09859			

\$ 46,185.42 \$ 92,370.84 \$ 138,556.27 \$ 184,741.69 \$ 230,927.11 \$ 277,112.53 \$ 323,297.96 \$ 369,483.38 \$ 415,668.80 \$ 461,854.22 \$ 2,540,198.23

				Serv	ice Area B - Ad Va	lorem				
	0	1	2	3	4	5	6	7	8	9
1										
2	158	158	158	158	158	158	158	158	158	158
3		158	158	158	158	158	158	158	158	158
4			158	158	158	158	158	158	158	158
5				158	158	158	158	158	158	158
6					158	158	158	158	158	158
7						158	158	158	158	158
8							158	158	158	158
9								158	158	158
									158	158
										153
	158	316	474	632	790	948	1106	1264	1422	1575
					135,00	00				
										0.09859

\$ 21,029.67 \$ 42,059.35 \$ 63,089.02 \$ 84,118.69 \$ 105,148.37 \$ 126,178.04 \$ 147,207.72 \$ 168,237.39 \$ 189,267.06 \$ 209,631.24 \$ 1,155,966.55

				INDUS	TRIAL AD VALOREM Service Area A - Ac					
	0	1	2	3	4	5	6	7	8	9
1	-		_	-		-	-		-	
2	0	0	0	0	0	0	0	0	0	0
3	0	0	0	0	0	0	ů 0	0	0	0
1		0	0	0	0	0	0	0	0	0
5			0	0	0	0	0	0	0	0
-	OPERTY VALUE BASE			U	0	0	0	0	0	0
T	JFERTT VALUE DAGE	D ON AD VALOREI	VITAX DATA		0	0	0		0	0
						0		0		-
8							0	0	0	0
9								0	0	0
									0	0
										0
	0	0	0	0	0	0	0	0	0	0
TOTAL PRC						60				
										0.09859
\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
	0	1	2	3	Service Area B - Ad	i Valorem 5	6	7	8	9
1										
2	217,000	217,000	217,000	217,000	217,000	217,000	217,000	217,000	217,000	217,000
3		217,000	217,000	217,000	217,000	217,000	217,000	217,000	217,000	217,000
4		217,000	217,000	217,000	217,000	217,000	217,000	217,000	217,000	217,000
5			217,000	217,000	217,000	217,000	217,000	217,000	217,000	217,000
5				217,000	217,000	217,000	217,000	217,000	217,000	217,000
7					217,000	217,000	217,000	217,000	217,000	217,000
8						217,000				
0							217,000	217,000	217,000	217,000
9							217,000	217,000 217,000	217,000	217,000
9							217,000			217,000 217,000
9		10.1.000.00	(1 005 000 00			217,000	217,000 217,000	217,000 217,000 217,000
9	217,000.00	434,000.00	651,000.00	868,000.00	1,085,000.00	1,302,000.00	217,000		217,000	217,000 217,000
9	217,000.00	434,000.00	651,000.00	868,000.00		1,302,000.00 60		217,000	217,000 217,000	217,000 217,000 217,000 2,170,000.00
9		434,000.00	651,000.00 38,510.04 \$	868,000.00				217,000	217,000 217,000	217,000 217,000 217,000

ltem 9F.

					E AD VALOREM TAX Service Area A - Ad V						
	0	1	2	3	4	5	6	7	8	9	
1											
2	49100	49100	49100	49100	49100	49100	49100	49100	49100	49100	
3		49100	49100	49100	49100	49100	49100	49100	49100	49100	
4			49100	49100	49100	49100	49100	49100	49100	49100	
5				49100	49100	49100	49100	49100	49100	49100	
AVERAGE PROF	PERTY VALUE BASED	ON AD VALOREM	TAX DATA		49100	49100 49100	49100 49100	49100 49100	49100 49100	49100 49100	
8						49100	49100	49100	49100	49100	
9							49100	49100	49100	49100	
,								47100	49100	49100	
									17100	49100	
	49,100.00	98,200.00	147,300.00	196,400.00	245,500.00	294,600.00	343,700.00	392,800.00	441,900.00	491,000.00	
TOTAL PRC					11	0					
										0.09859	
\$	5,324.95 \$	10,649.91 \$	15,974.86 \$	21,299.82 \$	26,624.77 \$	31,949.72 \$	37,274.68 \$	42,599.63 \$	47,924.59 \$	53,249.54 \$	292,872.47
					Service Area B - Ad \	alaram					
	0	1	2	3	4	5	6	7	8	9	
1	0		2	5	4	5	0	,	0	,	
2	21,700.00	21,700.00	21,700.00	21,700.00	21,700.00	21,700.00	21,700.00	21,700.00	21,700.00	21,700.00	
3		21,700.00	21,700.00	21,700.00	21,700.00	21,700.00	21,700.00	21,700.00	21,700.00	21,700.00	
4			21,700.00	21,700.00	21,700.00	21,700.00	21,700.00	21,700.00	21,700.00	21,700.00	
5				21,700.00	21,700.00	21,700.00	21,700.00	21,700.00	21,700.00	21,700.00	
6					21,700.00	21,700.00	21,700.00	21,700.00	21,700.00	21,700.00	
7						21,700.00	21,700.00	21,700.00	21,700.00	21,700.00	
8							21,700.00	21,700.00	21,700.00	21,700.00	
9								21,700.00	21,700.00	21,700.00	
									21,700.00	21,700.00	
	21 700 00	43 400 00	(F 100 00	04 000 00	100 500 00	120 200 00	151 000 00	172 (00 00	105 200 00	21,700.00	
	21,700.00	43,400.00	65,100.00	86,800.00	108,500.00	130,200.00	151,900.00	173,600.00	195,300.00	217,000.00	
						0				0.09859	
\$	2,353.39 \$	4,706.78 \$	7,060.17 \$	9,413.56 \$	11,766.96 \$	14,120.35 \$	16,473.74 \$	18,827.13 \$	21,180.52 \$	23,533.91 \$	129,436.51

ltem 9F.

	RETAIL AD VALOREM TAXES SUMMARY Service Area A - Ad Valorem													
	0	1	2	3	4	5	6	7	8	9				
1	0		2	5	4	5	0	,	0	,				
2	234700	234700	234700	234700	234700	234700	234700	234700	234700	234700				
3		234700	234700	234700	234700	234700	234700	234700	234700	234700				
4			234700	234700	234700	234700	234700	234700	234700	234700				
5				234700	234700	234700	234700	234700	234700	234700				
AVERAGE PROF	PERTY VALUE BASED	ON AD VALOREM	TAX DATA		234700	234700	234700	234700	234700	234700				
7						234700	234700	234700	234700	234700				
8							234700	234700	234700	234700				
9								234700	234700	234700				
									234700	234700				
										234700				
	234,700.00	469,400.00	704,100.00	938,800.00	1,173,500.00	1,408,200.00	1,642,900.00	1,877,600.00	2,112,300.00	2,347,000.00				
TOTAL PRC					1	80								
										0.09859				
\$	41,651.18 \$	83,302.35 \$	124,953.53 \$	166,604.71 \$	208,255.88 \$	249,907.06 \$	291,558.23 \$	333,209.41 \$	374,860.59 \$	416,511.76 \$	2,290,814.70			
					Service Area B - Ad									
	0	1	2	3	4	5	6	7	8	9				
1														
2	94,900.00	94,900.00	94,900.00	94,900.00	94,900.00	94,900.00	94,900.00	94,900.00	94,900.00	94,900.00				
3		94,900.00	94,900.00	94,900.00	94,900.00	94,900.00	94,900.00	94,900.00	94,900.00	94,900.00				
4			94,900.00	94,900.00 94,900.00	94,900.00	94,900.00	94,900.00	94,900.00 94,900.00	94,900.00 94,900.00	94,900.00 94,900.00				
-				94,900.00	94,900.00	94,900.00	94,900.00							
6					94,900.00	94,900.00 94,900.00	94,900.00 94,900.00	94,900.00 94,900.00	94,900.00 94,900.00	94,900.00 94,900.00				
8						94,900.00	94,900.00	94,900.00	94,900.00	94,900.00				
9							94,900.00	94,900.00	94,900.00	94,900.00				
7								74,700.00	94,900.00	94,900.00				
									74,700.00	94,900.00				
	94,900.00	189,800.00	284,700.00	379,600.00	474,500.00	569,400.00	664,300.00	759,200.00	854,100.00	949,000.00				
	74,700.00	.57,000.00	234,700.00	5.7,000.00		80	504,000.00	. 37,200.00	004,100.00	747,000.00				
										0.09859				
\$	16,841.49 \$	33,682.97 \$	50,524.46 \$	67,365.94 \$	84,207.43 \$	101,048.91 \$	117,890.40 \$	134,731.88 \$	151,573.37 \$	168,414.85 \$	926,281.70			

ltem 9F.



Staff Report

MEETING DATE: September 12, 2023

TITLE:

Consider action to approve the first reading of Ordinance No. 2023-24 of the City Council of the City of Bastrop, Texas, annexing a tract of land described as 104.6+/- acres of land out of the Nancy Blakey survey, Abstract No. A98, located west of farm-to-market road 969, as shown in Exhibit A; providing for findings of fact, adoption, repealer, severability, filing and enforcement; establishing an effective date; providing for proper notice and meeting; and move to include on the September 19, 2023, agenda for second reading.

AGENDA ITEM SUBMITTED BY:

Sylvia Carrillo, City Manager

BACKGROUND/HISTORY

The City of Bastrop approved a Development agreement with Continental homes of Texas L.P. This 399.878 Acre tract includes a public improvement district and has a set of development standards that were approved in July of 2021. The developer has gone through multiple steps to get the first few sections of the development started. The start time was delayed significantly due to land acquisition for a future road and the construction of the waterline that would serve the development.

The original development agreement contemplated annexation at the time of final platting of each section. However, the interlocal agreement between the City of Bastrop and Bastrop County in regard to platting require a review by Bastrop County and the City of Bastrop. In an effort to simplify the review process the Valverde Development had discussion with City Manager Carrillo requesting annexation to occur sooner rather than later.

RECOMMENDATION:

Staff recommends approval of first reading of Ordinance 2023-24.

ATTACHMENTS:

- Ordinance 2023-24
- Location Map
- Municipal Annexation Service Plan

ORDINANCE 2023-24

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, ANNEXING A TRACT OF LAND DESCRIBED AS 104.6+/-ACRES OF LAND OUT OF THE NANCY BLAKEY SURVEY, ABSTRACT NO. A98, LOCATED WEST OF FARM-TO-MARKET ROAD 969, AS SHOWN IN EXHIBIT A; PROVIDING FOR FINDINGS OF FACT, ADOPTION, REPEALER, SEVERABILITY, FILING AND ENFORCEMENT; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR PROPER NOTICE AND MEETING.

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

WHEREAS, on or about August 4, 2023, Continental Homes of Texas, L.P., a Texas limited partnership (the "Owner") submitted a petition for voluntary annexation of the property in the area described as being 104.6+/- acres of land out of the Nancy Blakey Survey Abstract 98, located west of FM 969, located within the City of Bastrop Extraterritorial Jurisdiction as shown in Exhibit "A" (the "Property"), which is attached hereto and incorporated herein for all purposes; and

WHEREAS, pursuant to Texas Local Government Code Sections 43.056 and 43.0672, City Council has entered into a written agreement with the Owner of land in the area for the provision of services in the area, which is attached hereto as Exhibit "B" and incorporated herein for all purposes; and

WHEREAS, in accordance with Texas Local Government Code Chapter 43, public notice was given, and a public hearing was held before the City Council regarding the requested annexation; and

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

WHEREAS, after consideration of public input received at the hearing, the information provided by the petitioners, and all other information presented, City Council finds it necessary and proper to enact this Ordinance.

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

<u>Section 1:</u> The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

Section 2: The property in the area described in Exhibit "A", which is attached hereto and incorporated herein for all purposes, is hereby annexed and brought into the municipal boundaries (i.e., corporate limits) of the City of Bastrop, Texas, and is made an integral part, hereof. The Property shall be designated as a P2 Rural Zoning District. The official map and boundaries of the City are hereby amended and revised so as to include the area annexed.

A service plan prepared in accordance with applicable provisions of state law pertaining to annexation is attached hereto as Exhibit "B" and incorporated herein for all intents and purposes. The owners and inhabitants of the area herein annexed are entitled to all of the rights and privileges of other citizens of the City and are hereby bound by all acts, ordinances, and other legal actions now in full force and effect and those that may be hereafter adopted or enacted.

<u>Section 3:</u> All ordinances, resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

<u>Section 4:</u> If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, that invalidity or the unenforceability will not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision.

<u>Section 5:</u> The City Secretary is hereby instructed to include this Ordinance in the records of the City and to have maps prepared depicting the new municipal boundaries. The City Secretary is hereby instructed to file a certified copy of this Ordinance and the updated maps with the Bastrop County Clerk and any other entities as required by law.

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

<u>Section 7:</u> This Ordinance shall be effective immediately upon passage and publication.

<u>Section 8:</u> 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.

[Signatures on the following page]

READ & APPROVED on First Reading on this the 12th day of September, 2023.

READ & ADOPTED on the Second Reading on this the <u>day of September</u>, 2023.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

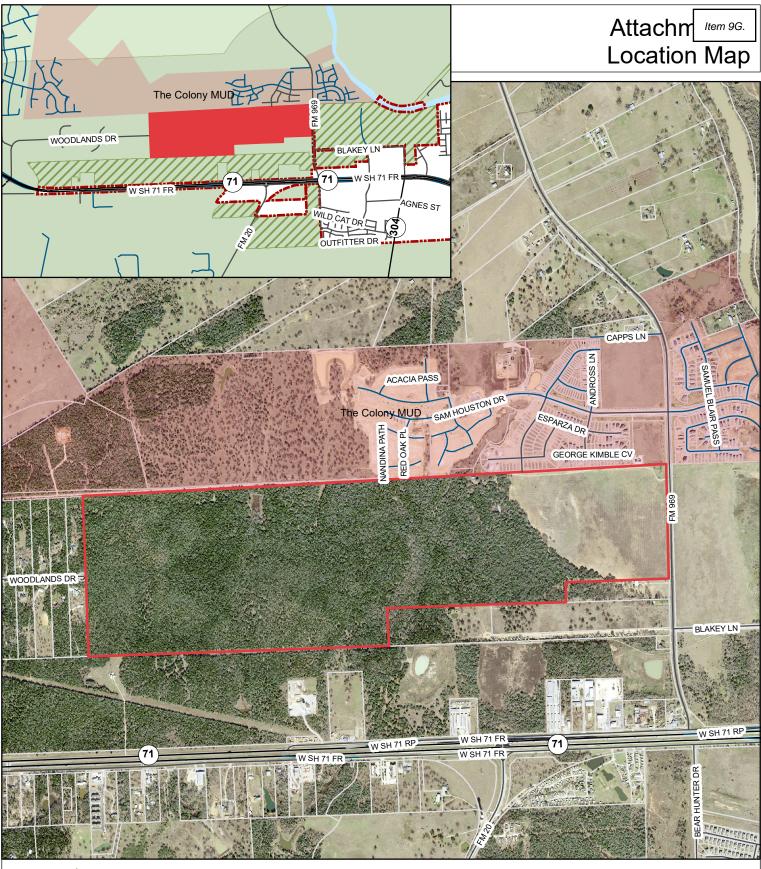
APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Exhibit "A" DESCRIPTION OF AREA TO BE ANNEXED

Exhibit "B"

ANNEXATION SERVICE PLAN



Date: 5/12/2021



500

1,000

Feet

2,000

Viridian **Development Agreement**

1 inch = 1,400 feet

Date: S/12/2021 The accuracy and precision of this cartographic data is limited and should be used for information /planning purposes only. This data does not replace surveys conducted by registered Texas land surveyors nor does it constitute an "official" verification of zoning, land use classification, or other classification set forth in local, state, or federal regulatory processes. The City of Bastrop, nor any of its employees, do not make any warranty of merchantability and fitness for particular purpose, or assumes any legal liability or responsit accuracy, completeness or usefullness information, nor does it represent that its not infringe upon privately owned rig

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STAFF REPORT

MEETING DATE: September 12, 2023

TITLE:

Consider action to approve Resolution No. R-2023-140 of the City Council of the City of Bastrop, Texas, approving an agreement for Emergency Communications Services between Bastrop County and the City of Bastrop, attached as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Vicky Steffanic, Chief of Police

BACKGROUND/HISTORY:

Bastrop County, namely Bastrop County Emergency Communications Services (BCEC), has been providing emergency communications for the City of Bastrop Police and Fire Departments.

On October 1st, 2018, the City of Bastrop and Bastrop County entered into a interlocal agreement for emergency communications services. The BCEC provides telecommunications, 9-1-1 service, and dispatch services to the city. At the time, the cost of this service was two hundred eighty-six thousand three hundred and five dollars (\$286,305). The agreement was set for two (2) years and then automatically renewed on October 1st each year after that.

A proposed increase began on October 1st, 2021, for the amount of \$330.781.96, this increase of forty-four thousand, four hundred seventy-six dollars and ninety-six cents (\$44,476.96) was scheduled until October 1st, 2023.

The newest proposal is set to take place on October 1st, 2023, in the (decreased) amount of three hundred twenty-five thousand dollars, (\$325,000.00) a year. This total payment to Bastrop County is made in quarterly installments of eighty-one thousand two hundred fifty dollars and zero cents (\$81,250.00). A difference of five thousand, seven hundred eighty-one dollars and ninety-six cents (decreased).

The Fire Department will continue to have dispatch services through the BCEC with no charge for services. This adjustment was made in the past because other fire departments in Bastrop County are not charged for dispatch services. The lack of charge for the fire department will continue with this agreement, fire is included in the agreement due to receiving services.

FISCAL IMPACT:

For the next two years, the city will pay \$325,000.00 a year, a decrease of \$5,781.96 a year, to Bastrop County for Emergency Communications Services. Quarterly payments are due on October 1st, January 1st, April 1st, and July 1st during the fiscal year. This amount is in the FY 2024 proposed budget.

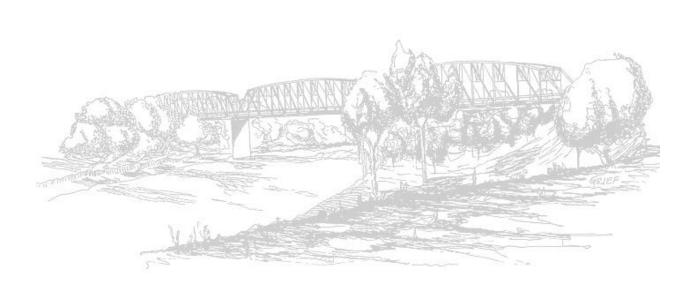
Item 9H.

RECOMMENDATION:

Chief Vicky Steffanic recommends approval of Resolution No. R-2023-140 of the City Council of the City of Bastrop, Texas, approving the agreement for Emergency Communications Services between Bastrop County and the City of Bastrop, attached as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution number 2023-140
- Attachment "A"



RESOLUTION NO. R-2023-140

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING AN AGREEMENT FOR EMERGENCY COMMUNICATIONS SERVICES BETWEEN BASTROP COUNTY AND THE CITY OF BASTROP, 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 of Bastrop ("City") and the County of Bastrop ("County") agree that the availability of police and fire department dispatching services to the citizens of Bastrop Countyand the City of Bastrop is beneficial to the health and welfare of the citizens of Bastrop County and the City of Bastrop; and
- WHEREAS, The County of Bastrop has the facilities and personnel necessary to provide dispatching services to the City of Bastrop Police and Fire Departments, to serve the residents of the city as well as the County; and
- WHEREAS, Bastrop County has the proper equipment, training, and personnel, necessary to receive police and fire department assistance requests made by the citizens of the City of Bastrop and Bastrop County, and further has the ability to then dispatch City of Bastrop Police and Fire Department personnel to respond to such requests; and
- WHEREAS, Bastrop County and the City of Bastrop have in the past entered into agreements concerning the provision of dispatching service by the County to the City and desire boontinue such inter-local contract arrangement related to the provision of police and fire dispatching services to the City of Bastrop Police Department and City of Bastrop Fire Departmentby the County.
- WHEREAS, The City and the District are entering into this Agreement in accordance with the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code; and
- **WHEREAS**, the City Council finds that a very significant public interest is served by the completion of this Interlocal Agreement for Emergency Communications Services between the City of Bastrop and Bastrop County.

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 a Contract for Dispatch Services with Bastrop County for services provided to the City of Bastrop Police City of Bastrop

Contract for Dispatch Services with Bastrop County

and Fire Departments. (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 on October 1, 2023, and it is so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 12th day of September 2023.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

INTERLOCAL AGREEMENT FOR EMERGENCY COMMUNICATIONS SERVICES

BETWEEN BASTROP COUNTY AND THE CITY OF BASTROP

The Agreement was effective on October 1, 2021, by and between Bastrop County (the "County") and the City of Bastrop (the "City"), a Home Rule Municipality incorporated and operating under the laws of the State of Texas, (collectively referred to herein as the "Parties".

The following terms of the Agreement are hereby amended. All other terms and conditions of the original Agreement remain in full force and effect.

ARTICLE V. COMPENSATION

 Beginning October 1, 2023, the City agrees to pay the County the sum of Three Hundred twentyfive thousand dollars (\$325,000.00) per year, in quarterly installments of Eighty-one Thousand two Hundred fifty dollars (\$81,250.00), for the term of the Agreement. The quarterly installment payments by the City shall be due and payable within thirty (30) days of October 1, January 1, April 1, and July 1 of each year for the term of the Agreement. All payments made by the City under this Agreement shall be from current funds.

The Interlocal agreement, executed below upon full authority of each Parties governing body, will take effect October 1, 2023, and remain in effect for two years, or until thereafter modified or terminated byeither Party.

CITY OF BASTROP

ATTEST:

Ву:____

Sylvia Carrillo, City Manager

Date:_____

Approved as to from: By:_____

Alan Bojorquez, City Attorney City of Bastrop, Texas

BASTROP COUNTY

By:

Gregory Klaus, County Judge

ATTEST:_____

Krista Bartsch County Clerk

Date:_____

Approved as to form:

By:___

Greg Gilleland, First Assistant District AttorneyBastrop County, Texas

AGREEMENT FOR EMERGENCY COMMUNICATIONS SERVICES BETWEEN BASTROP COUNTY AND THE CITY OF BASTROP

This Agreement ("Agreement"), effective on October 1, 2023, by and between Bastrop County (the "County"), and the City of Bastrop, Texas (the "City"), a Home Rule Municipality incorporated and operating under the laws of the State of Texas, (to be collectively referred to herein as the "Parties," and individually as "Party").

- WHEREAS, the County of Bastrop and the City of Bastrop agree that the availability of Police and Fire dispatching services to the citizens of Bastrop County and the City of Bastrop is beneficial to the health and welfare of the citizens of Bastrop County and the City of Bastrop; and
- WHEREAS, the County of Bastrop has the facilities and personnel necessary to provide dispatching services to the City of Bastrop Police and Fire Department to serve the residents of the City as well as the County; and
- WHEREAS, Bastrop County has the proper equipment, training, and personnel, necessary to receive Police and Fire Department assistance requests made by the citizens of the City of Bastrop and Bastrop County, and further has the ability to then dispatch City of Bastrop Police and Fire Department personnel to respond to such requests; and
- WHEREAS, Bastrop County and the City of Bastrop have in the past entered into agreements concerning the provision of dispatching service by the County to the City and desire to continue such inter-local contract arrangement, in accordance with Chapter 791 of the Texas Government Code, related to the provision of Police and Fire dispatching services to the City of Bastrop Police and Fire Department by the County.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I DEFINITIONS

1. As used in the Agreement, the following terms will be defined as follows:

"Agreement" means this contract between the City and the County related to provisions of dispatching services to the City of Bastrop Police and Fire Department.

"Emergency Communications Services" means the services provided by Bastrop County to the City of Bastrop Police and Fire Departments under this Agreement.

"Bastrop County Telecommunications Operator(s)" means the person(s) employed by Bastrop County and trained to process emergency calls and dispatch City of Bastrop Police and Fire Department personnel, pursuant to this Agreement.

ARTICLE II MUTUAL AGREEMENT OF THE PARTIES

- 2. The Parties agree to the operation of the Bastrop County Emergency Communications Services, described herein, in furtherance of the Parties' goals to protect the health, safety, and welfare of the residents of the City and the County, and that this service could not be similarly furnished to these citizens by other individuals or entities without this Agreement, and that this service by the County constitutes a public service by a governmental entity with immunity for the City and the County, their employees, agents, contractors, representatives, personnel being invoked to the full extent applicable under the laws of the State of Texas.
- 3. The Parties hereby agree and acknowledge that in order to perform the duties envisioned by the terms of the Agreement, the County must employ and train telecommunications operators to meet the emergency communications needs of the City of Bastrop Police and Fire Department. The Parties further agree that the County will use the quarterly payment made by the City pursuant to the Agreement only to pay the salary and benefits provided to Bastrop County Telecommunications Operator(s) and costs of providing such services.
- 4. The Parties agree that at least once a quarter throughout the duration of the Agreement, beginning three (3) months after the effective date of this Agreement, the City of Bastrop Chief of Police will meet or otherwise communicate with the County Emergency Communications Management to discuss and determine whether the Emergency Communications Services provided under this Agreement to the City have been sufficient and satisfactory. If it is determined that additional Bastrop County emergency communications personnel are needed to fulfill the needs of the City of Bastrop Police and Fire Department, the Parties to this Agreement will work together to determine the required staffing increase and to determine what modifications to this Agreement shall be made, if any. If the Parties cannot reach an agreement as to the required staffing, either Party may terminate this Agreement by giving the other Party ninety (90) days written notice of its intention to terminate.
- 5. The Parties agree that the scheduling and assignment of the Bastrop County Telecommunicator(s) shall be controlled solely by Bastrop County, provided that Emergency Communications Services shall be provided to City of Bastrop Police and Fire Department on a continuous, twenty-four (24) hours per day, seven (7) days per week, basis.

ARTICLE III OBLIGATIONS OF THE COUNTY

- 6. Bastrop County, through its officers, employees, contractors, agents and/or personnel, agrees to provide Emergency Communications Services to the City of Bastrop Police and Fire Department in response to requests placed by the citizens of Bastrop County and the City of Bastrop, as follows:
 - (1) The County agrees to budget and staff the Emergency Communications Center with a sufficient number of positions for the term of the Agreement and to provide Emergency

Communications Services for the City of Bastrop Police and Fire Department on a continuous twenty-four (24) hours per day, seven (7) days per week basis, with a minimal staffing of three (3) Telecommunicators at all times, of which at least one (1) shall be designated as the primary Telecommunicator for providing Emergency Communications Services to the City of Bastrop Police and Fire Department. Bastrop County will train its Telecommunicators in basic emergency communications operations and services, and will further train its Telecommunicators in procedures related to emergency communications requirements and procedures concerning Police and Fire dispatching and record keeping for same.

- (2) The Parties acknowledge and agree that the Bastrop County Telecommunicator(s) have employment responsibilities and duties to address citizens requests for the County in addition to those required for emergency communications services to the City of Bastrop Police and Fire Departments.
- (3) The Bastrop County Telecommunicator(s) will service requests directed to the Bastrop County Communications Center by citizens of Bastrop County and the City of Bastrop.
- (4) The Bastrop County Telecommunicator(s) will dispatch City of Bastrop Police and Fire Department personnel, according to their training, instruction, procedures and policies, agreed upon by the City of Bastrop Chief of Police, Fire Chief and Bastrop County, in accordance with generally excepted industry standards.
- (5) The County will be solely responsible for scheduling and maintaining a twenty-four (24) hours, seven (7) days per week, communication/dispatch center to receive requests for service and dispatch City of Bastrop Police and Fire Department personnel to respond to service requests at all times during the term of this Agreement and any extensions thereof, beginning immediately after the effective date noted in the Agreement.
- (6) The County shall provide and pay all costs associated with the purchase and/or installation of all radio communication equipment to be located at the Bastrop County Communications Center, which the City and the County agree is sufficient for emergency communications between the Bastrop County Communications Center and the City of Bastrop Police and Fire Department. The required equipment shall remain the property of the County and may be removed by the County, at its sole expense, in the event of expiration or termination of the Agreement.
- (7) Unless otherwise required by law, no information regarding service requests dispatched by the County will be given to third parties, without consent of the City of Bastrop Police and Fire Department.
- (8) The Parties acknowledge and agree that the services to be provided by the County under this Agreement are contingent upon service demands, public convenience, and existing

needs and necessity of the citizens of Bastrop County and the City of Bastrop, and that if such demands change in the future, amendments to this Agreement may be required.

- (9) At the discretion of the Bastrop City Manager, the City of Bastrop Chief of Police will act as the City's contact and contract administrator concerning this Agreement.
- (10) Bastrop County agrees to provide the City of Bastrop Police and Fire Department with access to computerized records, reports, literature, and/or documentation that memorialize the services provided by the County under this Agreement and conformance with the County's requirements, the City's requirements, and/or any other applicable regulatory requirements.
- (11) All emergency communications calls dispatched by the County to the City shall be dispatched on frequencies approved by the City, unless it is not possible to do so because of emergency circumstances, at which point the City and County will coordinate to conduct emergency operations plans including, but not limited to, the use of other dispatch channels, handhelds, radios or telephone to facilitate continuing Emergency Communication Services.
- (12) The County shall provide, at no additional cost to the City, all emergency communications training required by any Bastrop County employees, contractors, representatives, agents, or personnel who act as Bastrop County Telecommunicator(s) pursuant to this Agreement.
- (13) The Parties agree that all telephone lines into the Bastrop County Communications Center remain the property of the entity that purchases and initiates service of the lines. Each respective entity shall be responsible for all maintenance on their respective telephone lines.
- (14) The Parties agree that in the event the Bastrop County Communications Center is relocated from its current location, during the term of this Agreement or any extension to such term, the Parties shall work together to coordinate the equipment relocation and emergency communications services transition in a manner that ensures minimal disruption or alteration of all emergency communications services.

ARTICLE IV OBLIGATIONS OF THE CITY

7. The City of Bastrop, through its officers, Police and Fire Department, employees, contractors, agents, and/or personnel, agrees to receive Emergency Communications Services from Bastrop County in response to requests placed by the citizens of Bastrop County and the City of Bastrop, as follows:

- (1) The City agrees to be responsible for providing and maintaining all communications equipment necessary to receive radio communications from the Bastrop County Communications Center, and for communicating with the Bastrop County Communications Center and between the City's personnel.
- (2) The City shall be responsible for purchasing, maintaining, and repairing the City of Bastrop Police and Fire Department's base, mobile, and portable communications equipment including pagers and computers.

ARTICLE V COMPENSATION

- 8. As compensation for the Emergency Communications Services provided by the County, pursuant to the terms of this Agreement, the Parties agree to the following:
 - (1) For the Initial Term of this Agreement, the City agrees to pay the County the sum of Three Hundred and Twenty Five Thousand Dollars (\$325,000.00) per year ("Annual Fee"), in quarterly installments of Eighty One Thousand, Two Hundred and Fifty Dollars (\$81,250.00). The quarterly installments shall be due and payable within thirty (30) days of October 1, January 1, April 1, and July 1 of each year thereafter for the Initial Term of the Agreement and any subsequent renewal term.
 - (2) After the Initial Term, the cost of providing communication services to the City shall be reviewed annually prior to the City adopting its final budget. This review process will involve at a minimum the Bastrop County Judge, the Bastrop County Communications Center Management and the City of Bastrop Chief of Police. This group will review needed improvements, expansion of services and the future cost of providing those services, and then make recommendations to the City Council and County Commissioners Court for an adjustment to the Annual Fee for the following budget year. Adjustments to the Annual Fee shall require approval by each Party's governing body of an addendum to this Agreement adjusting the Annual Fee.
 - (3) If no adjustment to the Annual Fee is recommended, then the Annual Fee for the following budget year shall remain the same as the Annual Fee for the prior budget year, unless otherwise modified by an amendment to this Agreement by the Parties.
 - (4) In the event an adjustment to the Annual Fee is recommended and this Agreement is automatically renewed or otherwise extended by the Parties without mutual agreement as to the Annual Fee for the renewed or extended term, the Parties hereby agree to temporarily extend the Agreement on a month-to-month basis until the Parties approve an addendum to this Agreement agreeing to an the Annual Fee for the renewed or extended term or the Agreement is otherwise modified or terminated. During such month-to-month extension, the City agrees to pay the County a monthly pro-rated amount based on the prior budget year's Annual Fee amount. Such monthly payments shall be made by the City to the County on or before the 15th calendar day of each month for

services provided in the preceding calendar month. If the Parties agree to an Annual Fee for the renewed or extended term and resume payments in quarterly installments, the City's monthly pro-rated payments shall be credited towards the agreed-upon Annual Fee for that budget year. If the Parties do not agree to an adjusted Annual Fee and instead terminate the Agreement during such a temporary month-to-month extension, the City's monthly pro-rated payments shall be deemed full and complete satisfaction of the compensation owed to the County for such month-to-month services.

ARTICLE VI MISCELLANEOUS PROVISIONS

- 9. <u>Term of Agreement, Termination, and Renewal.</u> The initial term of this Agreement shall be for Two (2) years from the effective date hereof (the "Initial Term"). Following the Initial Term, this Agreement will automatically renew for successive one (1) year terms on October 1 each year thereafter unless otherwise modified or terminated by the Parties. One hundred and twenty (120) days prior to the expiration of the Initial Term or a successive renewal anniversary date of this Agreement, the Parties will meet to determine if the Agreement will be continued, modified, or terminated. Notwithstanding anything to the contrary, either Party to this Agreement may terminate this Agreement with no penalty, with or without cause, by providing the other Party with ninety (90) days written notice of its desire and intention to terminate this Agreement.
- 10. <u>Current Revenues, Non-Appropriations</u>. Each Party hereby represents that the Party shall pay for the performance of governmental functions or services under this Agreement from current revenues available to the paying Party. Continuation of this Agreement is contingent upon appropriation or availability of current revenues sufficient to pay for performance of functions or services under this Agreement. If the governing body of a Party for any reason does not allocate funds for this Agreement in the annual budget for any given budget year, such Party may terminate this Agreement in whole or in part effective as of the last day in the budget year for which sufficient funds were budgeted and appropriated for this Agreement. Termination for such non-appropriation is not a default and the terminating Party shall not incur any liability or penalty as a result thereof. Each Party shall endeavor to notify the other in writing of any such non-appropriation of funds at least ninety (90) days in advance.
- 11. <u>Force Majeure</u>. If either Party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under the Agreement other than an obligation to pay or provide money, then such obligations of that Party, to the extent affected by such Force Majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "Force Majeure", as used herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of any governmental entity (other than the Parties to this Agreement) or any civil or military authority, acts, orders or delays thereof of any regulatory authorities with jurisdiction over the Parties,

insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or any other conditions which are not within the control of such Party. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of either Party hereto, and that the above requirements that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by the Party acceding to the demand of the opposing third party or third parties when such settlement is unfavorable to it in the judgment of either Party hereto.

- 12. <u>Severability</u>. The provisions of the Agreement are severable, and if any provision or part of the Agreement or the application thereof to any person or circumstance shall ever be held by any agency or court of competent jurisdiction to be void, invalid or unenforceable for any reason, the remainder of the Agreement and the application of such provision or part of the Agreement to other persons or circumstances shall not be affected thereby.
- 13. <u>Modification</u>. This Agreement shall be subject to change, amendment or modification only with the mutual consent of the City and the County. All modifications shall be memorialized in a duly authorized and executed writing between the Parties.
- 14. <u>Addresses and Notices.</u> All notices required by or relating to this Agreement shall be made by certified or registered U.S. Mail, return receipt requested, or hand-delivered to the address set forth below. Unless otherwise notified in writing by the other, the addresses of the County and the City are and shall remain as follows:

Bastrop County Bastrop County Attn: Bastrop County Judge 804 Pecan Street Bastrop, Texas 78602

With copy to: District Attorney 804 Pecan Street Bastrop, Texas 78602

<u>The City of Bastrop</u> The City of Bastrop Attn: City Manager 1311 Chestnut St. Bastrop, Texas 78602

With copy to: Bojorquez Law Firm, PC City Attorney of the City of Bastrop 11675 Jollyville Rd., Ste. 300 Austin, Texas 78759

Bastrop County Communications Management Bastrop County Emergency Communications 1501 Business Park Dr. Bastrop, Texas 78602

- 15. <u>Authority of Parties Executing Agreement</u>. By their execution hereof, each of the undersigned Parties represents and warrants to the Parties to this document that the governing body of each Party has authorized its undersigned representative to execute the Agreement on behalf of the Party in the capacity shown below.
- 16. <u>Captions</u>. The captions appearing at the first of each numbered section or paragraph in the Agreement are inserted and included solely for convenience and shall never be considered or given any effect construing this Agreement.
- 17. <u>Assignment.</u> This Agreement may not be assigned by the County or the City to any other Party without the express written consent of the other Party. Any permitted assignee of the County shall be obligated by contract with the County and the City to honor the County's obligations to the City under the terms of the Agreement.
- 18. <u>Successor Rights and Responsibilities</u>. In the event of any occurrence which renders the County incapable of performing under this Agreement, any successor of the County, whether the result of legal process, assignment, or otherwise, shall succeed to the rights and obligations of this Agreement. In the event of any occurrence which renders the City incapable of performing under the Agreement, any successor of the City, whether the result of legal process, assignment or otherwise, shall succeed to the rights and obligations of the City incapable of performing under the Agreement, any successor of the City, whether the result of legal process, assignment or otherwise, shall succeed to the rights and obligations of the Agreement.
- 19. <u>Non-Waiver</u>. Any waiver at any time by either Party to this Agreement of rights under this Agreement shall not constitute and shall not be deemed to be a waiver of any other rights held by either Party.
- 20. <u>Scope of the Agreement.</u> This is the entire Agreement between the Parties hereto. There are no other conditions, agreements or representations between the Parties except as expressed herein. This Agreement may not be amended except by written instrument executed by both Parties.
- 21. <u>Release By County</u>. For good and valuable consideration, the receipt of which is hereby acknowledged, including specifically entering into this Agreement, the County hereby releases, dismisses, and forever, discharges the City Police Department, the City, its officers, representatives, affiliates, agents, employees, attorneys, successors, and assigns from any and all manner of actions or causes of action, liabilities, suits, debts, costs (including, but not limited to, defense costs, and attorneys' fees), claims, strict liability, and demands of every kind and nature, whether arisen or not, and whether known or unknown to the County, which the County may now have or hereafter claim to have, resulting from arising out of, associated with, or in any way related to this Agreement, except that which is caused in the majority by the acts and/or omissions of the City. The County agrees to release the City from any and all liability including, but not limited to, the following:
 - (1) Liability caused by the County's employees, contractors, subcontractors, or agents for all injuries and damage to property of the County, the City or third parties that is caused by the County, its employees, contractors, subcontractors or agents actions, omissions or negligence, or by the failure of the County, its employees, contractors, subcontractors or agents to comply at any time with the terms of this Agreement, except that which is

caused in the majority by the acts and/or omissions of the City.

- (2) Liability for such injuries to the County, its employees, contractors, subcontractors or third parties, or for damages to the County, its employees, contractors, subcontractors or third parties property, which may be caused by the concurrent negligence of both Parties, except that which is caused in the majority by the acts and/or omissions of the City.
- (3) Liability for any damages to any of the County's property which may be caused by any action or omission of any Party, including but not limited to removal, maintenance, repairs, relocation or exchange of equipment, except that which is caused in the majority by the acts and/or omissions of the City.
- (4) Liability resulting from natural damage or man-made causes, including any liability due to lightning strikes, vehicle collision, maintenance or any other use by the City of any equipment, policies, procedures, maps, routing information, or templates provided by the County, except that which is caused in the majority by the acts and/or omissions of the City.
- (5) Liability caused by trespass by the County, its employees, agents, contractors, or subcontractors.
- 22. <u>Release By City.</u> For good and valuable consideration, the receipt of which is hereby acknowledged, including specifically entering into this Agreement, the City hereby releases, dismisses, and forever discharges the County, its officers, representatives, affiliates, agents, employees, attorneys, successors, and assigns from any and all manner of actions or causes of action, liabilities, suits, debts, costs (including, but not limited to, defense costs, and attorneys' fees), claims, strict liability, and demands of every kind and nature, whether arisen or not, and whether known or unknown to the City, which the City may now have or here after claim to have, resulting from arising out of, associated with, or in any way related to this Agreement, except that which is caused in the majority by the acts and/or omissions of the County. The City agrees to release the County from any and all liability including, but not limited to, the following:
 - (1) Liability caused by the City's employees, contractors, subcontractors, or agents for all injuries and damage to property of the City, the County or third parties that is caused by the City, its employees, contractors, subcontractors or agents actions, omissions or negligence or by the failure of the City, its employees, contractors, subcontractors or agents to comply at any time with the terms of the Agreement, except that which is caused in the majority by the acts and/or omissions of the County.
 - (2) Liability for such injuries to the City, its employees, contractors, subcontractors or third parties, or for damages to the City, its employees, contractors, subcontractors, or third parties property, which may be caused by the concurrent negligence of both Parties, except that which is caused in the majority by the acts and/or omissions of the County.
 - (3) Liability for any damages to any of the City's property which may be caused by any

action or omission of any Party, including but not limited to removal, maintenance, repairs, relocation or exchange of equipment, except that which is caused in the majority by the acts and/or omissions of the County.

- (4) Liability resulting from natural damage or man-made causes, including any liability due to lightning strikes, vehicle collision, maintenance or any other used by the County of any equipment, policies, procedures, maps, routing information, or templates provided by the City, except that which is caused in the majority by the acts and/or omissions of the County.
- (5) Liability caused by trespass by the City, its employees, agents, contractors, or subcontractors.
- 23. <u>Dispute Resolution</u>. Any dispute arising from or related to this Agreement shall be addressed through mediation, prior to the filing of any civil action. Only if such alternative dispute resolution efforts fail shall the Parties seek redress of complaints through civil suit.
- 24. <u>Governing Law and Jurisdiction</u>: The Parties agree that this Agreement is construed under Texas law and that venue shall be in a court of competent jurisdiction in Bastrop County, Texas, or in the United States District Court, Western District of Texas, Austin Division.
- 25. <u>Construction of Agreement.</u> The Parties acknowledge that each, and if it so chooses, its legal counsel, has reviewed the Agreement and that the normal rule of construction, to the effect that ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement or its amendments or exhibits.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original and of equal force and effect and have agreed that the Agreement shall be effective when signed by a duly authorized representative of each Party, and on the latest date shown under the signature lines below.

[Signatures on following page.]

THE CITY OF BASTROP

ATTEST:

By:_____ Lyle Nelson, Mayor

By:_____Ann Franklin, City Secretary

Date:

Approved as to Form:

By: _____ Alan Bojorquez City Attorney, City of Bastrop, Texas

BASTROP COUNTY

By:_____ Gregory Klaus, County Judge

ATTEST:

By:

Krista Bartsch, County Clerk

Date:

BASTROP COUNTY SHERIFF

By:_____ Maurice Cook, Bastrop County Sheriff

Date:

Approved as to Form:

By: _ Greg Gilleland First Assistant Criminal District Attorney Bastrop County, Texas SBOT #07923050

City of Bastrop Police Department City of Bastrop & Bastrop County Emergency Communications

Interlocal Agreement

September 12th, 2023 Chief of Police Vicky Steffanic







384

COB and **BCEC** Interlocal Agreement

- Interlocal Agreement between the City of Bastrop and the Bastrop County Emergency Communications Services (BCEC).
- Dispatch services for our Police and Fire.
- \$325,000 a year from FY 2024 FY 2026.
- 2-year term with a 1-year term thereafter.
- Pending a decrease of \$5,781.96 beginning October 1st, 2023.

Item 9H.

COB and BCEC Interlocal Agreement

- BCEC provides 24 7 service with a dedicated dispatcher for the city.
- BCEC dispatches for numerous other police and fire departments.
- BCEC operates under the supervision of the Bastrop County Sheriff's Department and is located in the Bastrop County Emergency Complex in the Business Park.
- 28 full-time employees (6 current vacancies) to include 5 shift supervisors.





Item 9H.

COB and **BCEC** Interlocal Agreement

- 24-7 Police and Fire Dispatching
- Quarterly meeting between Director, Fire and Police Chief.
- BCEC incurs all costs of dispatchers, equipment and training.







City Wide Calls Volumes

CY 2021		CY 2022		YTD CY 2023	
Police	Fire	Police	Fire	Police	Fire
21,694	1540	24,080	2,2019	15,426	705

County Wide Call Volumes 2022

Total Calls 911 Calls	Total Non-emergency	9-1-1 Answer Time =/-	Total CAD /
	Calls	10 Seconds	Dispatched Calls
62,450	103,050	98.30%	109,797

Review

- Current agreement was effective 2021-2023 at \$330,781.96 a year
- Modification to agreement is a decrease of \$5,781.96 annually.
- Total amount for FY 2024 is \$325,000.00
- Quarterly payments are due October 1st, January 1st, April 1st and July 1st.









MEETING DATE: September 12, 2023

TITLE:

Consider action to approve the first reading of Ordinance No. 2023-31, of the City Council of the City of Bastrop, Texas, amending the Bastrop Code of Ordinances Chapter 14, the Bastrop Building Block (B3) Technical Manual, Article 4.1 Plat Submission; and providing for findings of fact, repealer, severability, codification, effective date, proper notice and meeting; and move to include on the September 19, 2023, agenda for second reading.

AGENDA ITEM SUBMITTED BY:

Sylvia Carrillo, ICMA-CM, CPM, City Manager

BACKGROUND/HISTORY:

As the City of Bastrop continues to grow and develop, staying current with development impacts is an important part of staff workload and training. Increasingly, the City Manager is working towards an end goal of all information contained in a geospatial format that makes it easy to read and understand what is happening in our town and county. To this end, we are relying more and more on geospatial information systems (GIS) to give us a "picture" of what is happening around us.

A subdivision of property, or a plat, is one of the foundational steps of development. This agenda item seeks to add a requirement of a shapefile that can be easily dropped into the City's GIS system to keep us up to date with each submittal. The shapefile would be a part of the process at intake and can quickly be updated by our GIS staffer or our Sr. Planner.

The rationale for requiring anything above four lots is due to Chapter 212 of the Local Government Code which grants exemptions for certain smaller developments.

FISCAL IMPACT: None

NULLE

RECOMMENDATION:

Amend Article 4.1 of the B3 Technical Manual requiring a shapefile for preliminary and final plat for subdivisions of more than four (4) lots.

ATTACHMENTS:

1. Ordinance.

CITY OF BASTROP, TEXAS

ORDINANCE NO. 2023-31

PLAT SUBMISSION REQUIREMENTS

AN ORDINANCE OF THE CITY OF BASTROP, TEXAS, AMENDING THE BASTROP CODE OF ORDINANCES CHAPTER 14, THE BASTROP BUILDING BLOCK (B3) TECHNICAL MANUAL, ARTICLE 4.1 PLAT SUBMISSION; AND PROVIDING FOR FINDINGS OF FACT, REPEALER, SEVERABILITY, CODIFICATION, EFFECTIVE DATE, PROPER NOTICE AND MEETING.

- WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City Council of the City of Bastrop (City Council) has general authority to adopt an Ordinance or police regulation that is for the good government, peace, or order of the City and is necessary or proper for carrying out a power granted by law to the City; and
- WHEREAS, pursuant to Texas Local Government Code Chapters 211, 212, 214, and 217, the City Council has general authority to regulate planning, zoning, subdivisions, and the construction of buildings; and
- WHEREAS, the City Council finds certain amendments to the Bastrop Code of Ordinances necessary to meet changing conditions and are in the best interest of the City; and
- WHEREAS, the City Council finds the attached amendments are necessary and proper for the good government, peace, or order of the City to adopt an ordinance providing requirements for plat submissions.

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

- **Section 1.** Findings of Fact: The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.
- **Section 2. Amendment:** Chapter 14 of the Bastrop Code of Ordinances, the Bastrop Building Block (B3) Technical Manual, Article 4.1 Plat Submission is hereby amended, and after such amendment, shall read in accordance with *Attachment "A"*, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any underlined text shall be inserted into the Code and any struck-through text shall be deleted from the Code, as shown in each of the attachments.
- **Section 3. Repealer:** To the extent reasonably possible, ordinances are to be read together in harmony. However, all ordinances, or parts thereof, that are in

conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated.

- Section 4. Severability: Should any of the clauses, sentences, paragraphs, sections, or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.
- **Section 5. Codification:** The City Secretary is hereby directed to record and publish the attached rules, regulations, and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.
- **Section 6.** Effective Date: This ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, Code of Ordinances, and the laws of the State of Texas.
- Section 7. Proper Notice & Meeting: It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

[Signatures on the following page]

PASSED & APPROVED on First Reading by the City Council of the City of Bastrop, on this, the 22nd day of August 2023.

PASSED & APPROVED on Second Reading by the City Council of the City of Bastrop, on this, the 12th day of September 2023.

APPROVED:

by:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

ATTACHMENT A

Amendment to B3 Technical Manual Article 4.1 Plat Submission

ARTICLE 4.1 PLAT SUBMISSION

- (a) The Applicant shall submit a plat of the entire area being subdivided. Each application shall contain the following documents in order to be deemed administratively complete. If all items are not present, the application will not be accepted. The submission will be considered a filed application on the next Uniform Submittal Date after which the submission has been considered administratively complete.
 - (1) Completed and signed Planning Application.
 - (2) Agent Authorization Letter.
 - (3) Signed Project Description Letter explaining proposed project, including number of lots existing and proposed, and if those lots are residential or commercial. If submission is for Vacating Plat, the Project Description Letter must provide evidence that the current plat does not meet the proposed development, granting the vacation would not be detrimental to the public health, safety, or welfare or otherwise injurious to the other property in the area, does not substantially conflict with the Comprehensive Plan and the purposes of the B³ Code or B³ Technical

Manual, and would not generally apply to other properties in the area, and contain signatures of owners of all lots within the original subdivision, if not under common ownership.

- (4) Bastrop Central Appraisal District Map highlighting the subject property.
- (5) Copy of deed showing current ownership.
- (6) Copy of current tax statement of account or tax receipt showing taxes have been paid.
- (7) Plat prints, collated and folded:

	Prints	#	Size
(a)	Plat	8	24" x 36"
(b)	Preliminary Drainage Study (if submitting a Preliminary Plat)	8	11" x 17"
(c)	Infrastructure Plan	8	24" x 36"

	Prints	#	Size
(d)	Letter outlining Special	8	8.5″ x 11″
	District requirements and		
	how those required are		
	addressed on the plat, if		
	Place Type zoning is derived		
	from a Special District		

- (8) Utility Easement Release approvals from all utility providers.
- (9) Proof of ability to serve by each proposed utility or completed utility evaluation by the City, if utility is provided by the City.
- (10) **Digital Submittal**: Digital submittals shall be provided on a labeled CD/DVD or flash drive in the format specified below in addition to the hard copy submittal. Application will not be accepted if not in the specified format listed below. The CD/DVD or flash drive will not be returned to the Applicant.
 - A. **PDF 1** Main Application Materials shall be one document and include:

- ii. Title page called Application (Specify Project Name),
- iii. Completed Application,
- iv. Agent Authorization Form,
- v. Waiver Letter, and
- vi. Project Description Letter.
- B. **PDF 2** Plats & Utilities shall be one document and include:
 - i. Title page called Plat Details (Specify Project Name),
 - ii. Plat(s),
 - iii. Drainage study, and
 - iv. Infrastructure Plan.
- C. **PDF 3** Remaining Checklist Items shall be one document and include:
 - i. Title page called Checklist Items (Specify Project Name),

- ii. Tax map,
- iii. Deed(s),
- iv. Tax certificate, and
- v. Special District information (if applicable).
- D. GIS or AutoCAD Files should include files that show new parcel layout and easements formatted in a GIS geodatabase file or shape file; AutoCAD dwg file spatially referenced using NAD_1983_StatePlane_Texas_Central_FIPS_4203_ Feet. should be Parcels_ProjectName and Easements_ProjectName.
- (11) Plat filing fee shall be paid at the time of the submission as set forth in City of Bastrop Code of Ordinances - Appendix A, Fee Schedule .
- (12) Copy of original plat, if filing an Amending Plat or Replat.
- (13) Proof of approved variances and warrants, if any.
- (14) All other required submittals and approvals required by this chapter.

- (15) Proof that all contractors have been paid.
- (16) Include a shape file of the platted property.



STAFF REPORT

MEETING DATE: September 12, 2023

TITLE:

Consider action to approve Resolution No. R-2023-134 approving the City Council of the City of Bastrop, Texas, approving the Bastrop Public Library to accept a grant in the amount of Two Thousand Five Hundred and 00/100 Dollars (\$2,500) from the Texas Book Festival for the purchase of 1st Reader books for use by library patrons, and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Submitted by: Bonnie Pierson, Library Director

BACKGROUND/HISTORY:

The Bastrop Public Library has applied for and been awarded a \$2,500 Texas Book Festivals grant for collections enhancement. This funding will support the refresh and update of the library's 1st Reader collection to expand the collection in order to better cater towards the City of Bastrop's diverse community.

A total of roughly 150 books from established vendors will be purchased with the funds awarded.

POLICY EXPLANATION:

The City of Bastrop's Finance Policy requires all grants to be formally accepted by the City Council.

FUNDING SOURCE:

Texas Book Festival

RECOMMENDATION:

Bonnie Pierson, Library Director recommends approval of Resolution No. R-2023-134 approving the City Council of the City of Bastrop, Texas, accepting a Texas Book Festival Grant in the amount of \$2,500.

ATTACHMENTS:

• Resolution R-2023-134

RESOLUTION NO. R-2023-134

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS TO APPROVE RESOLUTION NO. R-2023-134 OF THE CITY COUNCIL OF BASTROP, TEXAS APPROVING THE BASTROP PUBLIC LIBRARY TO ACCEPT A GRANT IN THE AMOUNT OF TWO THOUSAND FIVE HUNDRED AND 00/100 (\$2,500) FROM THE TEXAS BOOK FESTIVAL FOR THE PURCHASE OF 1ST READER BOOKS FOR USE BY LIBRARY PATRONS, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City of Bastrop finds it is in the best interest of the citizens of Bastrop, that the Bastrop Public Library utilize a grant that has been rewarded to it from the Texas Book Festival to refresh and update the 1st Reader collection with no matching funds from the City of Bastrop.

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

Section 1: The City Council of the City of Bastrop approves acceptance of a Texas Book Festival grant in the amount of \$2,500.

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 severable.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 12th day of September 2023.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



Honorary Chair Laura W. Bush

Board of Directors Gigi Edwards Bryant CHAIR

Anna Near IMMEDIATE PAST CHAIR

Carlos Y. Benavides IV **Carmel Borders** Shawn Bose Karen Brimble Michelle Diggs Anna Loewenbaum Hargrove Peniel Joseph Amanda Moore Michele Moore Katie Russell Newland Nana G. H. Smith Steve Stodghill Darryl Tocker Andrea Valdez Ravi Vemulapalli Jennifer Wilks Leslie Wingo Darren Woody Katherine Wright **Dalton Young**

2023

August 10, 2023

Dear Texas Book Festival Collections Enhancement Grant Recipient,

Congratulations! On behalf of Texas Book Festival (TBF) and Texas Library Association (TLA), your library has been selected as a 2023 Texas Book Festival Collections Enhancement Grant recipient. We are pleased to present you with the enclosed check for your full requested amount. The grand total for TBF grants awarded in 2023 is nearly \$100,000. This brings our total contribution to Texas libraries to over \$3.5 million since the start of our grant program.

Please plan to publicize your award after August 18th. This will give TBF time to notify all libraries and mail out official letters, certificates, and checks. We also encourage you to plan a publicity event focused on your selection as a Texas Book Festival grant recipient.

Possible suggestions for publicity events:

- Share your Texas Library Grant win on your social media channels. Please don't forget to tag Texas Book Festival and use the hashtag, #txlibrarygrant
- Publish a story and photos in your library or community newsletter
- Display signage / information about your Texas Library Grant award in your library for patrons and staff to see
- Plan a check presentation to library staff

Please email photos of your event and/or promotions to Michelle Hernandez at michelle@texasbookfestival.org and Jose Rodriguez at jose@texasbookfestival.org. If you have a quote from a library representative on receiving the award, we'd love for you to share that with us as well.

Don't forget, to satisfy the grant requirements, **you must complete and submit a Final Report by March 1, 2024**, outlining how the grant was used as well as how success was measured. Please mark this date on your calendar and provide documentation about the grant and Final Report requirement with your colleagues in case there is a change in staffing. I will email the Final Report document to you in the next few weeks, and it will also be available on the Texas Library Grants page of the Texas Book Festival website. We applaud the work you are doing to help foster a love of reading in your community and to best serve your

library patrons with books that meet their needs and interests. We hope this gift will enhance your invaluable services.

Congratulations again! Michille Hernanden

Michelle Hernandez School and Community Programs Manager



MEETING DATE: September 12, 2023

TITLE:

Consider action to approve Resolution No. R-2023-137 of the City Council of the City of Bastrop, Texas to forgive interest, totaling \$522.49, accrued on liens on property located at 2212 Pecan Street, owned by Mr. Syed Ahmed Ali; and authorize the execution of any lien releases upon payment by Mr. Ali of principal amounts totaling \$610.00.

AGENDA ITEM SUBMITTED BY:

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

BACKGROUND/HISTORY:

The property located at 2212 Pecan St. has liens totaling \$1,132.49, of which \$522.49 is accrued interest. Mr. Ali would like Council to remove the interest, at which point he will pay all remaining amounts due, to remove the liens on the property.

FISCAL IMPACT:

Interest earned in the General Fund would not have an additional \$522.49 collected.

RECOMMENDATION:

Remove the lien and settle the debt.

ATTACHMENTS:

- 1. Resolution
- 2. Lien Information

CITY OF BASTROP

RESOLUTION NO. R-2023 - 137

PARDON OF INTEREST ACCRUAL

A RESOLUTION OF THE CITY OF BASTROP, TEXAS, APPROVING THE PARDON OF INTEREST TOTALING \$522.49 ACCRUED ON LIENS ON THE PROPERTY LOCATED AT 2212 PECAN STREET, BASTROP, TEXAS 78602, BEING 0.411 ACRES MORE PARTICULARLY DESCRIBED AS FARM LOT, BLOCK 7 E M ST; AUTHORIZING THE EXECUTION OF LIEN RELEASES UPON PAYMENT BY THE PROPERTY OWNER OF THE PRINCIPAL AMOUNTS OWED TOTALING \$610.00; AND PROVIDING AN EFFECTIVE DATE.

- WHEREAS, the City of Bastrop, Texas ("City"), has general authority under Texas Local Government Code Section 51.001 to adopt an ordinance, rule, or police regulation that is for the good government, peace, or order of the City and is necessary or proper for carrying out a power granted by law to the City; and
- WHEREAS, under Texas Health & Safety Code Chapter 342 and under the City's Code of Ordinances Chapter 6, the City has authority to require real property owners in the City to keep property free from weeds, brush, and conditions constituting a public nuisance, and for the City to perform the necessary work or improvements to abate the public nuisance and charge the expenses to the property owner, including obtaining a lien against the property as security for the City's expenditures; and
- WHEREAS, Mr. Sayed Ahmed Ali is the owner ("Property Owner") of property in the City located at 2212 Pecan Street, Bastrop, Texas 78602, being 0.411 acres more particularly described as Farm Lot, Block 7 E M ST (the "Property"); and
- **WHEREAS,** the Property Owner failed to maintain the Property by keeping it free of weeds and brush in violation of Article 6.04(a) of the City's Code of Ordinances; and
- WHEREAS, pursuant to Chapter 342 of the Texas Health & Safety Code and Article 6.06 of the City's Code of Ordinances, the City performed work to abate the nuisance on the Property, provided notice to the Property Owner of such work, and obtained two liens for the unpaid costs in 2014 and 2015, copies of which are attached hereto as Exhibit A; and

- **WHEREAS**, the Property Owner requests that the interest on the unpaid liens be waived in exchange for payment of the principal amounts of the liens; and
- WHEREAS, the principal amounts of the liens total \$610.00 (the "Principal") and there is currently an additional \$522.49 owed for the accrued interest (the "Interest"); and
- WHEREAS, the City Council finds it to be in the public interest that the City pardon the Interest owed and release the liens on the Property upon the Property Owner's payment of the Principal owed.

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

- **Section 1:** The City Council hereby authorizes and directs the City Manager or Mayor to accept payment by the Property Owner of the Principal, in the amount of \$610.00, as the paid-in-full amount owed for the liens on the Property.
- **Section 2:** The City Council hereby approves the release of liens on the Property in a form to be approved by the City Attorney and signed by the City Manager or Mayor upon the Property Owner's payment of the principal amounts owed on the liens. The Property Owner shall bear the costs for recording the release of liens in the public property records of Bastrop County.
- **Section 3:** The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Texas Open Meetings Act.
- **Section 4:** This Resolution shall be in full force and effect from and after its passage on the date shown below.

DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, Texas, on this, the 12th day of September 2023.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Release of Lien

Date:

Debtor: Mr. Sayed Ahmed Ali, 201 E. 21st St. #W0915, Austin, TX 78705

Creditor: The City of Bastrop, Texas, 1311 Chestnut Street, Bastrop, TX 78602

Recording Information:

Notice of Lien, filed by The City of Bastrop, Texas, asserting a lien in the principal amount of \$70.00, filed October 27, 2015, and corrected on November 4, 2015, by the Correction Notice of Lien, recorded as Instruments Nos. 201513971 and 201515028 of the County Clerk's Official Records of Bastrop County, Texas (collectively, the "Lien").

Creditor acknowledges satisfaction of the indebtedness in part by the Debtor and hereby releases the Lien described above only against the following described property:

Farm Lot Block 7 E M Street, Acres 0.411 (R29295), locally known as 2212 Pecan Street, Bastrop, Texas 78602.

The Lien described above continues in full force and effect as to all properties not expressly released by this instrument.

		The City of Bastrop, Te		
		By:		
		Printed Name:		
		Title:		
STATE OF TEXAS	§			
	§			
COUNTY OF BASTROP	§			
This instrument was acknowled	ged before me on _		, 2023,	
by	,			_of
The City of Bastrop, Texas, on b	behalf of the munic	ipality.		

Notary Public, State of Texas

My commission expires:

AFTER RECORDING RETURN TO:

City of Bastrop, Attn: City Secretary, 1311 Chestnut Street, Bastrop, TX 78602

Release of Lien

Date:

Debtor: Mr. Sayed Ahmed Ali, 201 E. 21st St. #W0915, Austin, TX 78705

Creditor: The City of Bastrop, Texas, 1311 Chestnut Street, Bastrop, TX 78602

Recording Information:

Notice of Lien, filed by The City of Bastrop, Texas, asserting a lien in the principal amount of \$540.00, filed December 18, 2014, recorded as Instrument No. 201415839, of the County Clerk's Official Records of Bastrop County, Texas (the "Lien").

Creditor acknowledges satisfaction of the indebtedness in part by the Debtor and hereby releases the Lien described above only against the following described property:

Farm Lot Block 7 E M Street, Acres 0.411 (R29295), locally known as 2212 Pecan Street, Bastrop, Texas 78602.

The Lien described above continues in full force and effect as to all properties not expressly released by this instrument.

		The City of Bastrop, Texa	S
		By:	
		Printed Name:	
		Title:	
STATE OF TEXAS	§		
	§		
COUNTY OF BASTROP	§		
This instrument was acknowled	ged before me on _		, 2023,
by			of
The City of Bastrop, Texas, on	behalf of the munic	cipality.	

Notary Public, State of Texas

My commission expires:

AFTER RECORDING RETURN TO:

City of Bastrop, Attn: City Secretary, 1311 Chestnut Street, Bastrop, TX 78602



MEETING DATE: September 12, 2023

TITLE:

Consider action to approve Resolution No. R-2023-138 of the City Council of the City of Bastrop, Texas confirming the Youth Advisory Council appointments of the Mayor, as required in Section 3.08 of the City Charter; providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Terry Moore, Recreation manager

BACKGROUND/HISTORY:

The Youth Advisory Council was established on January 9, 2018, by the City Council of Bastrop, Texas after Mrs. Megan Brandon, a 9th Grade Social Studies Research Methods Teacher at Colorado River Collegiate Academy, and her third period class identified few opportunities for youth activities and leadership in Bastrop. Their identified solution to help solve this issue was the Youth Advisory Council (YAC). On May 22, 2018, the inaugural 12 members were recommended and approved for appointment.

This board serves as a conduit to the youth of the Bastrop community. An Ordinance establishing the YAC was approved by the Council on January 9, 2018.

In May 2023, youth were selected by school staff with nine returning member and three new to the board. The following students are recommended by school staff for appointment:

Students	High School	Grade for 2023-24
Arwyn Ayala	BHS	12th
Venus Gonzales Vega	CCHS	12th
Gabriella Lozano	CRCA	12th
Brendi Lyles	CRCA	12th
Isaiah Molina	CRCA	12th
Joel Briones	CCHS	11th
Deborah Acosta	BHS	11th
Dazani Ramirez-Gayton	BHS	11th
Elayna Coy	BHS	10th

Merrique Deschambault	CCHS	10th
Diego Rangel	BHS	9th
Isabella Molina-Conrardy	CRCA	9th

RECOMMENDATION:

Consider action to approve Resolution No. R-2023-138 of the City Council of the City of Bastrop, Texas confirming the Youth Advisory Council appointments of the Mayor, as required in Section 3.08 of the City Charter; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

1. Resolution

RESOLUTION NO. R-2023-138

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS CONFIRMING THE YOUTH ADVISORY COUNCIL APPOINTMENTS OF THE MAYOR, AS REQUIRED IN SECTION 3.08 OF THE CITY CHARTER; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Section 3.08of the City Charter states that the Mayor shall appoint members to all City boards and commissions, subject to confirmation by City Council; and

WHEREAS, Mayor Lyle Nelson has received recommendations regarding the applications to the Youth Advisory Council Board and made appointments; and

WHEREAS, The City of Bastrop has an interest in supporting opportunities for youth activities and leadership in Bastrop and Bastrop County; and

WHEREAS, The City of Bastrop has recognized the need to promote an action-civics curriculum where students select a community issue, research it, and come up with a potential solution; and

WHEREAS, Applications for the open positions were received by Bastrop Independent School District; and

WHEREAS, the City Council finds that a very significant public interest is served by development and support of the Youth Advisory Council.

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

Section 1: That Mayor Lyle Nelson appointed the following members to the Youth Advisory Council:

Students	High School	Grade for 2023-24
Arwyn Ayala	BHS	12th
Venus Gonzales Vega	CCHS	12th
Gabriella Lozano	CRCA	12th
Brendi Lyles	CRCA	12th
Isaiah Molina	CRCA	12th
Joel Briones	CCHS	11th
Deborah Acosta	BHS	11th
Dazani Ramirez-Gayton	BHS	11th

Elayna Coy	BHS	10th
Merrique Deschambault	CCHS	10th
Diego Rangel	BHS	9th
Isabella Molina-Conrardy	CRCA	9th

<u>Section 2:</u> That the City Council of the City of Bastrop confirms Mayor Schroeder's appointments to the Youth Advisory Council.

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 12th day of September, 2023.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney





MEETING DATE: September 12, 2023

TITLE:

Consider action to approve Resolution No. R-2023-141 of the City Council of the City of Bastrop, Texas confirming annual board appointments of the Mayor, as required in Section 3.08 of the City's Charter, as outlined in Exhibit A; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Submitted by: Mayor Lyle Nelson

BACKGROUND/HISTORY:

Section 3.08, Mayor and Mayor Pro Tem, of the City Charter states that the Mayor shall appoint members to all City boards and commissions, subject to confirmation by the City Council.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Recommend approval of Resolution No. R-2023-141 of the City Council of the City of Bastrop, Texas confirming annual board appointments of the Mayor, as required in Section 3.08 of the City's Charter, as outlined in Exhibit A; and establishing an effective date.

ATTACHMENTS:

Resolution

RESOLUTION NO. R-2022-141

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS CONFIRMING ALL BOARD AND COMMISSION APPOINTMENTS OF THE MAYOR, AS REQUIRED IN SECTION 3.08 OF THE CITY'S CHARTER, AS ATTACHED IN EXHIBIT A; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Section 3.08, Mayor and Mayor Pro Tem, of the City Charter states that the Mayor shall appoint members to all City boards and commissions, subject to confirmation by the City Council; and

WHEREAS, Mayor Lyle Nelson has completed his review process of all applications to the City's boards and commissions and has made his appointments to each board and commission as attached in Exhibit A; and

WHEREAS, City Council must confirm these appointments as required by the City Charter.

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

Section 1: That Mayor Lyle Nelson appointed members to each Board and Commission of the City, as attached in Exhibit A.

Section 2: That the City Council of the City of Bastrop confirms Mayor Nelson's appointments to all of the City's boards and commissions as outlined in Exhibit A.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 12th day of September, 2023.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



MEETING DATE: September 12, 2023

TITLE:

Consider action to approve Resolution R-2023-139 of the City Council of the City of Bastrop, Texas approving a professional services contract with MWM Design Group (MWM), for the Blakey Lane Extension project for a not to exceed amount of Six Hundred Seven Thousand Seven Hundred and Forty-Four Dollars and Fifty Cents (\$607,744.50); authorizing the City Manager to execute all necessary documents; providing a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Fabiola M. de Carvalho, CFM, AMP MIAM, Director of Engineering and Capital Project Management

BACKGROUND/HISTORY:

The City of Bastrop has been experiencing rapid growth along the Highway 71 Corridor to Austin.

In 2015 a housing study commissioned by the Bastrop Economic Development Corporation suggested Bastrop could become the next housing hot spot in Central Texas. At the time, the housing study found that Bastrop's proximity to Austin and Houston, its quality of life, and community amenities, would increase its share of the Austin regional housing market.

Texas Highway 71 through Bastrop is a designated major hurricane evacuation route as well as an evacuation route for other flood-related events throughout central Texas. During these times when traffic is heavy or stopped along the route through Bastrop, Highway 71 is impassable. The extension of Blakey Lane will create street connectivity, reduce the response time of first responders, improve traffic flow and level of service.

The City of Bastrop has requested and received a professional services proposal for design and bidding phase services for the Blakey Lane Extension project, attached as Exhibit B. The purpose of the improvements is to extend Blakey Lane from Edward Burleson Lane to Jessica Place and Old Austin Highway/Hwy 71. This is anticipated to be accomplished by installing approximately 4,000 feet of roadway (Blakey Lane) and related storm system drainage infrastructure, water and wastewater extensions, sidewalks/streetscape, and possibly a roundabout. The consultant, MWM, will coordinate with owners and developers of properties directly adjacent to the proposed improvements to resolve conflicts and maintain consistency between proposed designs. MWM will also coordinate with TxDOT for the Blakey Lane/Old Austin Highway 71 intersection roundabout.

The City of Bastrop has chosen MWM from a selection of qualified consulting firms identified during the Request for Qualifications process published in November 2022. Resolution NO. R-2022-105.

We expect to issue the Notice to Proceed to MWM in October 2023 and the design should last approximately 12 months. We are anticipating bidding this project in the Fall of 2024.

There is One Hundred Thirty-Five Thousand Dollars (\$135,000) added as contingency funds, part of the contract with MWM, to be used at City's discretion and written authorization, in case needed. The City anticipates using this contingency, for example, for additional survey to identify location for a possible wastewater line, a water transmission line and a water distribution line, that may be needed to serve additional growth west of this extension on Blakey Lane.

After the design is completed, we anticipate following up with the City Council for a separate request for consideration and authorization of another professional services contract for Construction Administration services to assist in the completion of the construction of the Blakey Lane Extension project.

FISCAL IMPACT:

FY23 Annual Budget

• BEDC: the City has a Resolution NO. R-2023-0006 from BEDC to fund \$1M to this project.

RECOMMENDATION:

Consider action to approve Resolution R-2023-139 of the City Council of the City of Bastrop, Texas approving a professional services contract with MWM Design Group (MWM), for the Blakey Lane Extension project for a not to exceed amount of Six Hundred Seven Thousand Seven Hundred and Forty-Four Dollars and Fifty Cents (\$607,744.50); authorizing the City Manager to execute all necessary documents; providing a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Exhibit A: Resolution No R-2023-139
- Exhibit B: Professional Services Contract between the City of Bastrop MWM DesignGroup
- Exhibit C: Map Location

RESOLUTION NO. R-2023-139

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING A PROFESSIONAL SERVICES CONTRACT WITH MWM DESIGNGROUP FOR THE BLAKEY LANE EXTENSION PROJECT FOR A NOT TO EXCEED AMOUNT OF SIX HUNDRED SEVEN THOUSAND SEVEN HUNDRED AND FORTY-FOUR DOLLARS AND FIFTY CENTS (\$607,744.50); AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City Council has appointed the City Manager as the Chief Administrator 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 understands that the Blakey Lane extension will provide an alternate route, adding street connectivity, and improving levels of service; and

WHEREAS, The City is interested in extending Blakey Lane east connecting the extension to the south to Jessica Place and Old Austin/Hwy 71; and

WHEREAS, The City of Bastrop has chosen MWM DesignGroup from a selection of qualified consulting firms identified during the Request for Qualifications process published in November 2022.

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

<u>Section 1:</u> That the City Manager is hereby authorized to execute the professional services contract with MWM DesignGroup for a not to exceed amount of \$607,744.50.

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.

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 12th day of September 2023.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

CITY OF BASTROP STANDARD CONTRACT FOR GENERAL SERVICES Over \$50K

(8-16-2021)

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

I. General Information and Terms.

Engineer's/Contractor's Name and Address:	MWM DesignGroup 305 E. Huntland Drive, Suite 200 Austin, Texas 78752 Attn: Tony Buonodono
General Description of Services:	Professional services for the design and construction phases of Blakey Lane (roadway, water, wastewater, and storm) from Edward Burleson Road to SH71/Old Austin Highway.
Maximum Contract Amount:	\$607,774.50
Effective Date: parties.	On the latest of the dates signed by both
Termination Date:	See II.D.

Contract Parts: This Contract consists of the following parts:

I. General Information and TermsII. Standard Contractual ProvisionsIII. Additional Terms or ConditionsIV. Additional Contract DocumentsV. Signatures

II. Standard Contractual Provisions.

A. <u>Contractor's Services</u>. 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. <u>Billing and Payment</u>. 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. <u>Executed Contract.</u> 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. <u>Delays</u>. 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. 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. <u>Subcontractor</u>. 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. <u>Assignment</u>. The Contractor may not assign this Contract without the City's prior written consent.

I. <u>Law Governing and Venue</u>. 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. <u>Entire Contract</u>. 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. <u>Dispute Resolution Procedures</u>. 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. <u>Attorney's Fees</u>. 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. <u>INDEMNIFICATION</u>. 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, CITY OF BASTROP, GENERAL SERVICES CONTRACT/Page 3 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. <u>RELEASE</u>. 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. <u>Severability</u>. 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. <u>Conflicting Provisions</u>. 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. <u>Documents and Data, Licensing of Intellectual Property, and Copyright</u>. 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. <u>Standard of Care for Architects and Engineers</u>. 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. <u>Disclosure of Interested Persons for Council-Approved Contracts</u>. 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. <u>Compliance with Laws</u>. 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. <u>Prohibition on Contracts with Companies Boycotting Israel</u>. Certain contracts for goods and services are subject to the requirements of Section 2270.002, Tex Gov't Code (H.B. 89, as amended by H.B. 793). Specifically, contracts for good and services that:

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

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

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

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

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

III. Additional Terms or Conditions.

Insurance

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

A. Audit

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

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

B. Reports of Incidents

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

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

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

V. Signatures.

	h
By:	

Printed Name: Tony Buonodono, P.E., PMP

Title: Vice President | Principal

Date: 08/28/2023

By:
Printed Name:
Title:
Date:

CITY OF BASTROP

EXHIBIT A-1

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

(See Attached)

CERTIFICATE OF INTERESTED PAR	TIES		FOR	м 1 <i>Item 9N.</i>
				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	
 Name of business entity filing form, and the city, state and cour of business. MWM DesignGroup, Inc Austin, TX United States 		cate Number: 1064873 Filed:		
2 Name of governmental entity or state agency that is a party to the being filed. City of Bastrop	08/28	/2023 Acknowledged:		
3 Provide the identification number used by the governmental end description of the services, goods, or other property to be provide Blakely Lane Extension Professional Services		y the co	ntract, and pro	vide a
4 Name of Interneted Darts	City State Country (place of husi			f interest
Name of Interested Party	City, State, Country (place of busin	iess)	(check ap Controlling	oplicable) Intermediary
Harrod, Julia	Austin, TX United States		X	
Warner, Debbie	Liberty Hill, TX United States		Х	
Salem, Imad	Austin, TX United States		Х	
Buonodono, Tony	Manor, TX United States		Х	
5 Check only if there is NO Interested Party.				
6 UNSWORN DECLARATION				
My name is Julia Harrod	, and my date of	birth is _	8/26/1968	·
My address is 9002 Westerkirk Drive	<u>, Austin</u> , <u>T</u>			
(street)		state)	(zip code)	(country)
I declare under penalty of perjury that the foregoing is true and corre		201F	۰	
Executed in TravisCoun	ty, State of Texas, on the	<u>2011</u>	ay of <u>AUGUSI</u> (month)	<u>,</u> 20 <u>23</u> . (year)
	Signature of authorized agent of cor (Declarant)	ntracting	business entity	
Forms provided by Texas Ethics Commission www.et	thics.state.tx.us		Version V	3.5.1.39e

EXHIBIT A-2

Scope of Services dated August 24, 2023

(See Attached)

SCOPE OF SERVICES DESIGN AND BIDDING PHASE SERVICES

CITY OF BASTROP BLAKEY LANE EXTENSION

The City of Bastrop (City) has requested a proposal for professional design and bidding phase services for the Blakey Lane Extension project. MWM DesignGroup understands that the purpose of the improvements are to extend Blakey Lane from Edward Burleson Lane to Jessica Place and Old Austin Highway/Hwy 71. This is anticipated to be accomplished by installing approximately 4,000 feet of roadway (Blakey Lane) and related storm system drainage infrastructure, water and wastewater extensions, and sidewalks/streetscape. In addition, the project includes coordination with dry utility companies for installation of these during or after construction of the roadway.

A detailed description of the scope of services for the Design Phase is presented below.

SCOPE OF SERVICES

Task 1: Project Management

MWM will provide status reports and monthly invoices to cover work completed to date. The status report will summarize work completed and the work scheduled to be completed for the upcoming month.

Task 2: Geotechnical Investigation

MWM will coordinate with Arias to perform a geotechnical investigation and provide pavement design recommendations along the proposed alignment. See Attachment A for detailed description of this scope of work.

Task 3: Topographic and ROW Survey

Survey will be limited to the areas approximately shown on Attachment B and will be provided in accordance with the following:

Topographic Survey

- 1. Coordinate right of entry to affected private properties.
- 2. Establish horizontal and vertical control based on Texas State Plane, Central Zone NAD 83 (2011) and NAVD 88. Provide benchmarks approximately every 1,000 feet along project corridor and horizontal control for use as construction baseline.
- 3. Locate by actual on-the-ground survey visible and accessible on-grade and above-grade features, including but not limited to pavement marking, edge of pavement, curbs, gutters, driveways, ramps, sidewalks, street/traffic signs, fences, mail boxes, planters, boulders/landscape features, trees (size, location, subspecies and tree tag) 6" or larger in diameter within or overhanging into limits of survey (trees outside limits of survey overhanging into limits of survey will be approximately located, but will not be tagged), utility valve boxes, meter boxes, backflow prevention devices, manhole covers, vault covers, fire hydrants, clean-outs, inlets, light poles, utility

poles, guy anchors, overhead lines, valves, and heads, and other surface utility features.

- 4. Obtain natural ground survey detail sufficient to generate 1' contours. Elevations of survey points will be on a separate layer and will not be part of the final plotted drawing.
- 5. Provide spot elevations at top of accessible manholes, inlets (centered) and valve box covers. Provide invert elevation of manholes and elevation of pipes entering or exiting manholes and storm drain structures. Provide top elevation of valve nut of accessible valves on main lines.
- 6. Locate sufficient boundary monumentation, obtain and review available tax plats, subdivision plats, property deeds (for unplatted tracts) identified from Bastrop Appraisal District records and show approximate location of boundary/ROW lines. Show owner name, book and page information, subdivision name, lot and block number, BCAD parcel number, easements adjoining survey area as shown on subdivision plats and address of each tract within or adjoining project limits.
- 7. Obtain 4 title and easement reports and show existing easements within limits of survey.
- 8. Provide location of approx. 6 proposed geotechnical bore holes along project corridor.
- Provide drawing showing data outlined above on 22" x 34" sheet size at a scale of 1" = 20' as an AutoCAD Civil3D file utilizing NCS standards and a pdf version sealed by a Texas RPLS.

ROW Parcels

- 1. Establish control as necessary to perform survey.
- 2. Field locate existing boundary/ROW monumentation affecting subject tracts.
- 3. Perform calculations and analysis to re-establish affected boundary/ROW lines.
- 4. Prepare parcel sketch for 4 proposed ROW parcels.
- 5. Prepare metes and bounds descriptions for 4 proposed ROW parcels. Each part of parcels having more than one part will be counted as one parcel.
- 6. Provide closure and area calculations for proposed parcels.
- 7. Field stake proposed ROW corners as defined in metes and bounds description.
- 8. Provide one (1) original metes and bounds description (8-1/2" x 11") and survey sketch for each parcel signed and sealed by a Registered Professional Land Surveyor licensed in the State of Texas.

Task 4: Dry Utility Coordination

MWM will coordinate with proposed dry utilities including electric, natural gas, telephone, fiber optic, and cable television for these utilities to be installed within the ROW. MWM will show the proposed utilities based on CAD files provided by the utility owner or an assignment determined by the project team on appropriate plan/profile sheets for

Item 9N.

contractor coordination. Detailed design of dry utilities is not included in this scope of work.

Task 5: Adjacent Developer, Land Owner, and TxDOT Coordination

MWM will coordinate with owners and developers of properties directly adjacent to the proposed improvements to collaboratively resolve conflicts and maintain consistency between proposed designs. MWM will also coordinate with TxDOT for the Blakey Lane/Old Austin Highway intersection/roundabout.

Task 6: Detailed Design Phase

MWM anticipates submitting milestone plans to the City for review and comment at 30%, 60%, 90% design, and 100% design followed by final sealed 100% design documents. MWM will provide electronic pdf for each review submittal. MWM will provide a formal response to previously received comments to accompany each milestone submittal. The 30%, 60%, and 90% submittals will be followed by a review meeting to discuss comments from the City. Submittals will be provided in pdf format through Bluebeam that will not require software licenses from the City. MWM anticipates the following sections and numbers of sheets to be included in the plans:

- General (cover, summary of quantities, overall layout, and up to 2 general notes total of 5 sheets)
- Demolition sheet (1 sheet)
- Erosion and sedimentation control and tree protection (ESC/T) (2 sheets of standard details, one sheet of standard notes, and five plan-view ESC/T sheets total of 8 sheets)
- Blakey Lane Extension Roadway, curb and gutter, and sidewalk (10 plan/profile sheets, 1 typical section sheet, and 2 section sheets total of 13 sheets),
 - Anticipate 3 lanes (both directions and a turn lane) approximately 10' wide with no dedicated parking.
 - Streetscape is anticipated to consist of 6' wide sidewalk, trees, and street lighting (locations provided with lighting and associated conduit, pull boxes, conductors, etc. to be designed and installed by BP&L)
- Blakey Lane/Old Austin Highway roundabout (2 sheets)
- Intersection detail sheets (3 sheets)
- Signage and Striping Plan (4 sheets)
- Stormwater collection system (1 overall drainage area map, 1 inlet drainage area map, 10 plan/profile sheets total of 12 sheets),
- Waterline improvements (approx. 16" dia.) for extents of the proposed roadway extension (10 plan/profile sheets),
- Wastewater improvements (approx. 18" dia.) for extents of the proposed roadway extension (10 plan/profile sheets)
- Standard Details including Traffic Control Standard Details (City of Bastrop or Austin 8 sheets)

A total of 72 sheets are anticipated for the plan set.

Task 7: Project Manual and Basis of Design Report

MWM will create a Project manual consisting of City of Bastrop Standard specifications (or City of Austin) appropriate for the work described above. Standard Front end/Contract

documents for the manual will be provided by the City and modified by MWM to be applicable to the specific project (based on EJCDC, acquired by MWM).

MWM will prepare and submit a Basis of Design Report outlining design assumptions, any anticipated waivers, and other pertinent design information with each milestone submittal.

Task 8: Engineer's Opinion of Probable Construction Cost

MWM will provide an Engineer's Opinion of Probable Construction Cost prior to starting detailed design and with each milestone review submittal. The unit costs will be based upon readily available recent bid information supplemented by and/or adjusted based upon engineering judgement.

Task 9: Design Phase Meetings

MWM anticipates participating in the following meetings during the design phase:

- Monthly status meetings with the City (up to 8)
- Site Visits (up to 4)

Task 10: TDLR Registration and Inspection

MWM will register the project with TDLR, perform a pre-construction plan review, and post construction inspection by a certified Registered Accessibility Specialist (RAS).

Task 11: Bidding Phase Services

MWM assist the City in advertising for and obtaining bids or proposals for the proposed improvements (utilizing the CivCast or similar service) and will prepare the agenda and attend a Pre-Bid Conference and provide meeting notes to the City. MWM will also respond to questions from prospective contractors and shall issue addenda as necessary to further explain or clarify the intent of the construction documents. MWM will provide a bid tab and review the bids for mathematical errors. MWM will perform a review of the apparent low bidder's information, check references of the bidders, and make a recommendation to the City concerning the award of the construction contract.

MWM will provide a representative to attend the City Council meeting for the award of the contract to the contractor.

EXCLUDED SERVICES

Services that are <u>not</u> provided under this Agreement specifically include, but are not limited to:

- Preparation of a Stormwater Pollution Prevention Plan (SWPPP)
- Archaeological and Environmental Analysis
- Subsurface Utility Engineering (SUE) services
- Detailed design of dry utilities
- Detention pond design
- TxDOT, State, or Federal Permitting
- Any tasks not specifically described in the scope of work
- Other services or expenses which may become necessary for the completion of this project but which are not reasonably anticipatable at this time.
- boundary surveys not specifically described above; services related to easement or land acquisition; acquiring certificates/abstracts of title or title reports; preparation of subdivision plat(s); field verification of tree subspecies by arborist; surveys in support of SUE services provided by others; surveys in support of environmental surveys performed by others; or construction phase surveying.
- Above excluded services may be performed as Additional Services to this Agreement, if authorized by Client.

SCHEDULE

- Field survey and geotechnical investigation will be completed approximately 10 weeks after receipt of notice to proceed.
- 30% design submittal will be provided approximately 10 weeks after completion of field survey and geotechnical investigation.
- 60% Design Submittal will be provided approximately 8 weeks after the 30% comment review meeting.
- 90% Design Submittal will be provided approximately 6 weeks after the 60% comment review meeting.
- 100% Design Submittal will be provided approximately 4 weeks after the 90% comment review meeting

					Blak	ey Lane Extens	sion							
D	Task Mode	Task Name	Duration	Start	Finish	Predecessors	, 202 Aug	23 Sep		4, 2023 Nov Dec	• 1, 2024 n Feb Mar	Qtr 2, 2024 Apr May Jun	Qtr 3, 202 Jul Aug	1
1	*	Notice to Proceed	0 days	Mon 9/18/2	Mon 9/18/2			•	9/18					
2	->	Field Survey and Geotech	10 wks	Mon 9/18/23	Fri 11/24/23	1								
3	->	30% Milestone Submittal	10 wks	Mon 11/27/23	Fri 2/2/24	2				Ť				
4	-4	City Review	3 wks	Mon 2/5/24	Fri 2/23/24	3								
5	-\$	60% Milestone Submittal	8 wks	Mon 2/26/24	Fri 4/19/24	4					Y			
6		City Review	3 wks	Mon 4/22/2	Fri 5/10/24	5						1		
7	÷	90% Milestone Submittal	6 wks	Mon 5/13/24	Fri 6/21/24	6						*		
8	-3	City Review	3 wks	Mon 6/24/2	Fri 7/12/24	7						1	É.	
9	-	100% Milestone Submittal	4 wks	Mon 7/15/24	Fri 8/9/24	8								
10	-4	City Review	3 wks	Mon 8/12/2	Fri 8/30/24	9								h
11	-4	Bid Set	3 wks	Mon 9/2/24	Fri 9/20/24	10								

SCHEDULE OF COMPENSATION

Design Phase Services, Tasks 1-11, will be provided on a time and materials basis for an amount not to exceed \$507,744.50 distributed as described in the table below. Please see Attachment C for a detailed fee breakdown.

Task Description	Fee
Design, Bidding, and Construction Phase Services	
Task 1: Project Management	\$16,950.00
Task 2: Geotechnical Investigation	\$1,748.00
Task 3: Topo and ROW Survey	\$108,447.00
Task 4: Dry Utility Coordination	\$15,868.00
Task 5: Adjacent Developer, Land Owner, and TxDOT Coordination	\$23,540.00
Task 6: Detailed Design	\$241,285.00
Task 7: Project Manual and BOD Report	\$10,240.00
Task 8: Engineer's Opinion of Probable Const. Cost	\$5,282.00
Task 9: Design Phase Meetings	\$13,472.00
Task 10: RAS Coordination	\$2,630.00
Task 11: Bidding Phase Services	\$7,727.00
Design and Bidding Phase Service Total	\$447,189.00
Subconsultants	
Arias - Geotechnical	\$20,910.00
5% Markup	\$1,045.50
Subconsultants Total	\$21,955.50
Reimbursable Expenses	\$3,600.00
Contingency	\$135,000.00
Project Total	\$607,744.50

Project Contingency to be used only after written authorization from the Owner.

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ATTACHMENTS

Attachments to this proposal are as follows: Attachment A – Arias Scope of Work Attachment B – Survey Limits Attachment C – Fee Breakdown

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 Buorodono, P.E., PMP Vice President | Principal

August 24, 2023 Date

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



13581 Pond Springs Road, Suite 210, Austin, Texas 78729 • Phone: (512) 428-5550 • Fax: (512) 428-5525

April 21, 2023 Arias Project No. 2023-388

VIA Email: tony.buonodono@mwmdg.com

Mr. Tony Buonodono, P.E., PMP Vice President I Principal Infrastructure Group Leader MWM DesignGroup 305 E. Huntland Drive, Suite 200 Austin, TX 78752

RE: Proposal for Geotechnical Engineering Services Blakey Lane Extension Bastrop, Texas

Dear Mr. Buonodono,

Arias & Associates, Inc. (Arias) is pleased to provide this proposal for geotechnical engineering services for the above referenced project. Our understanding of the project is based on the information provided by you and the requested field investigation. The following sections present our understanding of the project, proposed scope of services, fee compensation requirements, and schedule.

Project Information

The proposed project will consist of a roadway extension of Blakey Lane in Bastrop, Texas. The new roadway will be approximately 4,000 linear feet. The project also includes the installation of new water and wastewater lines and new storm drain infrastructures. ESAL values have not been provided to us at the time of this proposal's preparation. We anticipate the water, wastewater and storm drain infrastructure will be installed using open cut trench methods. We understand that the design of the roadway, w/ww and drainage structures are in the preliminary design stage, and have not been finalized.

Proposed Investigation

Based on published geologic and nearby project experience, the site is mapped as being underlain by Fluviatile Terrace Deposits (Qt). Based on our understanding of the planned construction, and at the request of our client, the requested drilling scope is presented in the following table. The boring location plan is presented in Exhibit A.

Borings	Boring depth, ft	No. of Boring	Footage
Blakey Lane Extension	15	6	90
		Total	90

Arias personnel will mark the boring locations and will notify Texas One-Call at least 72 hours prior to drilling. The borings will be drilled using a truck-mounted rig in areas clear of underground and overhead utilities. It is important to mention that the Texas One-Call system only clear public utilities. Arias requests MWM to provide maps of the existing utilities prior to our site mobilization. Arias will not be responsible for damaged utilities not informed to us.

The borings will be drilled through the proposed alignment with a traditional truck-mounted rig. The borings will be advanced using augering and sampling techniques, using either push-tube sampling (ASTM D1587) or split barrel sampler while performing the Standard Penetration Test (ASTM D1586).

Arias personnel will locate the borings, direct the sampling efforts, visually classify recovered samples, and be present during drilling. Asphalt and base material thickness will be measured and reported for borings drilled through pavements. If groundwater is encountered, the groundwater levels within the open borehole will be recorded at the time of drilling and immediately following drilling. Each borehole will be backfilled with auger cuttings and bentonite. Borings drilled through pavements will be capped with at least 12 inches of sackrete and cold-patch asphalt to match existing surface elevation. No other site restoration measures, in addition to backfilling the boreholes, are included in this proposal.

We will obtain boring coordinates using a hand-held GPS device accurate to about 3 horizontal meters. Elevations will be provided by others, either by surveying or by estimation from project plan and profile drawings provided to us.

Laboratory testing will be performed on recovered samples selected by the geotechnical engineer to aid in soil classification and to measure engineering properties. Laboratory testing is expected to include moisture content, Atterberg limits, fines content (percent passing the No. 200 sieve), unconfined compressive strength tests, and the corrosion suite. The actual laboratory program will depend upon the type of soils encountered.

<u>Reporting</u>

We will issue electronic copies of the Geotechnical Data Report (GDR) and Geotechnical Design Memorandum (GDM) prepared by a professional engineer licensed in the State of Texas. Specifically, the reports will include the following:

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Geotechnical Data Report (GDR):

- Description of the field exploration program;
- Description of the laboratory testing program and results;
- Photographs of soil samples, where obtained;
- Soil boring plan that depicts borehole locations on a base map provided by Client;
- Generalized subsurface profiles along the project alignment using provided plan and profile information;
- Soil boring logs with soil classifications based on the Unified Soil Classification System (ASTM D 2487);
- Generalized site stratigraphy and engineering properties developed from field and laboratory data at the explored locations; and
- Depth where groundwater, if encountered, at the time of drilling and immediately after drilling.

Geotechnical Design Memorandum (GDM): The Geotechnical Design Memorandum will provide the following geotechnical recommendations.

- Site Class Determination based on the 2015 IBC;
- Requirements for site fill, construction backfill, for support of the structure;
- Site preparation recommendations and construction considerations to aid in mitigating expansive soils to help reduce the design PVR to 1" during and after construction;
- Recommendations for design and construction of flexible pavements. Flexible pavement design will include 2 to 3 pavement design options based on agreed-upon traffic load information which will be provided by the Client. We will use 1993 AASHTO design methodology, and check the results using the TXDOT FPS-21;
- Bedding and backfilling recommendations for trenched excavations;
- Modulus of soil reaction, E', for buried pipelines;
- General recommendations for construction; and
- General recommendations for groundwater control.

Arias will provide a draft version of each report for review, comment, and requests for clarification, which will then be addressed in the final GDR and GDM reports.

Please be advised that Arias & Associates, Inc. performs Construction Materials Engineering and Testing (CoMET) per project requirements. We will be pleased to provide a separate proposal for construction materials testing at your request.

Proposed Fee

We propose that the fee to perform the above outline preliminary scope of services on a time and materials basis not to exceed (NTE) **\$20,910.00**. A Geotechnical Cost Breakdown is presented on the attached Exhibit B. Please note that for invoicing purposes the estimated quantities in the Geotechnical Cost Breakdown may vary (increase or decrease), depending on the actual level of effort needed to perform each item, but the NTE amount will remain the same **(\$20,910.00)**.

Should it be necessary to expand our services beyond those outlined in this proposal, we will notify the PM, send a supplemental proposal stating the additional services and fee, and will not proceed without written authorization. We will invoice only for the authorized services.

We will invoice for work completed on a monthly basis. This proposal is based on the following assumptions about site access:

- Boring locations will be clear and accessible to our truck-mounted drilling equipment. No clearing of vegetation (nor the corresponding permits and fees), trees, brush or debris is included in this proposal;
- The ground at the time of the field investigation should be dry and strong enough to support the weight of the drilling and support vehicles. Otherwise the client will be informed about the need to utilize an all-terrain vehicle to access boring locations;
- Right of Entry (ROE) on private properties will be obtained by others prior to our mobilization;
- We will be provided with existing maps of known utilities, and we will notify Texas 811 at least 72 hours prior to drilling; and
- Drilling will commence during normal daytime working hours (8 am to 5 pm, Monday to Friday). If drilling hour limitations increase the number of days required for our field investigation, or if after hours or weekend drilling is required, we will need to discuss adjustments to our proposed fee.

<u>Schedule</u>

Upon receiving written authorization, and weather and site conditions permitting, we can initiate our field investigation within 1 to 2 weeks. Drilling of the boreholes will take 2 days. Laboratory testing will take 1 to 2 weeks. We anticipate submitting draft reports about 6 to 7 weeks following receipt of written authorization. We will keep you verbally informed of our findings as they become available.

Delays sometime occur due to adverse weather, utility clearance requirements, site clearing requirements for drill rig access, obtaining ROW permits to drill, obtaining right-of-entry, and other factors outside of our control. In this event, we will communicate the nature of the delay with you and provide a revised schedule at the earliest possible date.

Proposal Acceptance

We understand that proposal authorization and contract terms will be established per MWM's Subcontract for Professional Services. We will begin work upon receipt of a signed copy of the subcontract. Please attach this proposal to the subcontract and email it to <u>asioutis@ariasinc.com</u>.

Should you have any questions, please do not hesitate to contact Alexandros Sioutis, E.I.T. on his direct line at (737) 220-0114 or on his cell phone at (512) 656-2390. We appreciate the opportunity provided and look forward to becoming an integral part of the Project Team.

Sincerely,

ARIAS & ASSOCIATES, INC. TBPE Registration No: F-32

Alexandros Sioutis, E.I.T. Geotechnical Engineer

Attachments: Exhibit A – Boring Location Plan Exhibit B – Geotechnical Cost Breakdown

John S. Landwermeyer, P.E. Managing Principal



Approved By: AS

Scale: N.T.S.

Exhibit A



Exhibit B - Geotechnical Cost Estimate Blakey Lane Extension

Bastrop, Texas

	Bastrop,					_	
lask	Item Description	Est. Qty.	Unit	Unit	Price	Est.	Total Price
	Field Exploration						
.1 Plar	nning and Coordination					•	
	Engineer in Training I (One-Call, Drilling Plan)	10	hr	\$	120.00	\$	1,200.00
	Engineering Technician II (Staking Borings)	8	hr	\$	75.00	\$	600.00
	Support Truck (Arias)	2	ea	\$	50.00		100.00
	Geotechnical Department Manager	6	hr	\$	175.00	\$	1,050.00
	Principal Project Manager	3	hr	\$	210.00	\$	630.00
1 2 Drill	ling and Sampling				1.1 Subtotal	\$	3,580.00
1.2 0111	Rig Mobilization, Truck-mounted Rig only	1	ea	¢	650.00	\$	650.00
	Air Compressor	2		\$ \$	200.00	э \$	400.00
	Soil Drilling and Sampling - Up to 50 Feet - Per Foot	2 90	day			•	
	Backfilling Borehole (Cuttings/Bentonite) - Per Foot	90 90	ft	\$ \$	20.00	•	1,800.0
	Repair Core hole with Cold Mix	90	ea	э \$	8.00		720.00
			ea		75.00	\$	75.00
	Support Truck (Water Truck)	2	day	\$	150.00	\$	300.00
	Engineering Technician II (Drilling Logger)	20	hr	\$	75.00	•	1,500.00
	Support Truck (Arias - Logger)	2	ea	\$	50.00	\$	100.00
					1.2 Subtotal	\$	5,545.00
	Laboratows Call Tasting		Fiel	d Explo	oration TOTAL:	\$	9,125.00
	Laboratory Soil Testing						
z.1 Aria	As Laboratory Moisture Content	4.4		¢	45.00	¢	240.00
	Atterberg Limits	14 12	ea	\$ \$	15.00 75.00	\$ \$	210.00
	Particle Gradation, Including No. 200 sieve	12	ea				900.00 900.00
	-	2	ea	\$	75.00		
	Unconfined Compressive Strength	2	ea	\$	65.00	\$	130.00
	Soil pH		ea	\$	45.00	\$	45.0
	Soluble Sulfate	1	ea	\$	55.00	\$	55.0
	Laboratory Resistivity	1	ea	\$	85.00	\$	85.0
	Soluble Chloride	1	ea	\$	100.00	\$	100.00
	Engineer in Training I	2	hr	\$	120.00	\$	240.00
			Laha		2.1 Subtotal	\$	2,665.00
2	Engineering and Reporting		Labor	atory I	Testing TOTAL:	\$	2,665.00
-	otechnical Data Report						
0.7 000	Principal Project Manager	4	hr	\$	210.00	\$	840.0
	Geotechnical Department Manager	8	hr	\$	175.00		1,400.00
	Engineer in Training I	10	hr	\$	120.00		1,200.0
	Administrative Assistant I	4	hr	\$	65.00	\$	260.00
		-		Ψ	3.1 Subtotal	•	3,700.00
3.2 Geo	otechnical Design Memorandum				c cubiolar	¥	3,7 00.0
	Principal Project Manager	6	hr	\$	210.00	\$	1,260.0
	Geotechnical Department Manager	12	hr	\$	175.00	\$	2,100.00
	Engineer in Training I	15	hr	\$	120.00		1,800.0
	Administrative Assistant I	4	hr	\$	65.00	\$	260.0
				Ψ	3.2 Subtotal	\$	5,420.0
						÷	-,
				Engine	eering TOTAL:	\$	9,120.00

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ATTACHMENT "B"



		MWN	/I DesignGrou	p Fee Breakd	own - Hourly					ltem	9N.
			Dat	e: 8/24/2023					L		
			Project: Bl	akey Lane Extens	sion						
TASK DESCRIPTION	SENIOR PRINCIPAL / PM VI	PRINCIPAL / PM V	LICENSED PROFESSIONAL / PMII	PE II	PROJECT SURVEYOR	ENGINEERING SUPPORT STAFF II	CADD MANAGER	SENIOR TECHNICIAN	3 PERSON SURVEY CREW	T	OTAL
Task 1: Project Management											
Project Management	10	50									60
Task 2: Geotechnical Investigation Coordination with Arias		4		4							8
Task 3: Topo and ROW Survey		4		4							0
Topo Survey			36		140			115	170		461
ROW Survey			13		42			40	38		133
Task 4: Dry Utility Coordination						-					
Meetings with dry utility providers (4)		16				8				-	24
Dry Utility Coordination Task 5: Adjacent Developer, Land Owner, and TxDOT		12		44		-				-	56
Meetings with developers/stakeholders (4)		16	1		1	8			1	1	24
Adjacent Developer		4	İ		İ	20		12	<u> </u>		36
Land Owner		12				12		12		1	36
TxDOT		12				12		12			36
Task 6: Detailed Design			_			4.0		265			472
30% Design	3 4	46 45	8	98 97		110 110	3	205 205			473 471
60% Design 90% Design	3	45	8	97		110	2	205			471 468
100% Design	1	15	3	33		37	1	69			159
Task 7: Project Manual and BOD Report	-	10	5	55		5,	-	05			100
Project Manual Prep	1	8				20					29
BOD Report	1	8				20					29
Task 8: Engineer's Opinion of Probable Const. Cost											
Engineer's Opinion of Probable Const. Cost	1	6		6		18					31
Task 9: Design Phase Meetings Monthly (8)		16				8				-	24
Site visits (4)		16		16		8					40
Task 10: RAS Coordination											
TDLR Registration/Inspection		2				16					18
Task 11: Bidding Phase Services											
Advertising Assistance		1		1		2					4
Pre-Bid Conference Addenda		4		3		6				-	7
Addenda Bid Tab and Bid Review		2		2		8				-	12
Attend City Council Meeting		6				0					6
Hours Subtotal	24	350	75	401	182	532	8	875	208		2655
Rate		\$ 275.00		\$ 162.00	\$ 140.00		\$ 155.00	\$ 130.00	\$ 249.00		
Subtotal (hours * rate)	\$ 7,680.00	\$ 96,250.00	\$ 16,875.00	\$ 64,962.00	\$ 25,480.00	\$ 69,160.00	\$ 1,240.00	\$ 113,750.00	\$ 51,792.00	\$ 4	47,189.00
Sub-Consultant Expenses											
Arias										\$	20,910.00
5% Markup										\$	1,045.50
									Subtotal	\$	21,955.50
Direct Expenses											
Expenses (mileage, Title and Easement Reports,											2 600 65
Advertisement, EJCDC documents, etc.)				1					Subtotal	\$ \$	3,600.00
ł		l	l	1	1	L	I		Subtotal	Ş	3,000.00
Contingency											
Project Contingency to be used only after written										r	
authorization from the Owner.										\$ 1	35,000.00
											.,
Summary											
Direct Labor	\$ 447,189.00										
Sub-Consultant Expenses	\$ 21,955.50]									
Direct Expenses	\$ 3,600.00	l									
Contingency	\$ 135,000.00										
TOTAL	\$ 607,744.50										

ATTACHMENT C

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EXHIBIT A-3

House Bill 89 Verification

(See Attached)

CITY OF BASTROP, GENERAL SERVICES CONTRACT/Page 10

House Bill 89 Verification Form

Prohibition on Contracts with Companies Boycotting Israel

The 85th Texas Legislature approved new legislation, effective September 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that 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

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.

I, (authorized official) <u>Tony Buonodono, P.E., PMP</u>, do hereby verify the truthfulness of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) does not boycott Israel currently; and
- 2) will not boycott Israel during the term of the contract; and
- 3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <u>https://comptroller.texas.gov/purchasing/publications/divestment.php</u>

MWM DesignGroup

Company Name

K Signature of Authorized Official

Vice President | Principal Title of Authorized Official

08/28/2023

Date

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 <u>no responsibility</u> 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 <u>on a separate endorsement</u>
- **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 <u>occurrence</u> form.
- L. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
- M. Upon request, Contractor shall furnish The City of Bastrop with certified copies of all insurance policies.
- N. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Bastrop within ten (10) business days after contract award and prior to starting any work by the successful contractor's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Bastrop, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Bastrop. The certificate of insurance and endorsements shall be sent to:

City of Bastrop Engineering and Capital Project Management Department 1311 Chestnut Street Bastrop, TX 78602

INSURANCE REQUIREMENTS

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

X Workers' Compensation Statute	ory limits, State of T	X.	
X Employers' Liability \$500,0		disease / \$500,00	00 per employee per
X Commercial General Liability:	n , 4000,000 05 alb.	abe abbiebate	
	gh/High Risk	_X_ Medium I	Risk Low Risk
Each Occurrence \$1,0	00,000	\$500,000	\$300,000
Fire Damage \$300	0,000	\$100,000	\$100,000
Personal & ADV Injury \$1,0	00,000	\$1,000,000	\$600,000
General Aggregate \$2,0	00,000	\$1,000,000	\$600,000
Products/Compl Op \$2,0	00,000	\$500,000	\$300,000
	00,000	\$500,000	\$300,000
X Automobile Liability: (Owned, N	on-Owned, Hired a	nd Injury & Prope	erty coverage for all)
Very High/ High Risk	X Medium I	Risk	Low Risk
Combined Single Limits	Combined Sing	le Limits	Combined Single Limits
\$1,000,000 Bodily	\$500,000 Bodil	у	\$300,000 Bodily
Garage Liability for BI & PD		•	
\$1,000,000 each accident for Au	to, \$1,000,000 each	accident Non-Au	to
\$2,000,000 General Aggregate			
Garage Keepers Coverage (for Auto	Body & Repair Sho	ps)	
\$500,000 any one unit/any loss a	ind \$200,000 for con	ntents	
Umbrella each-occurrence with resp	ect to primary Con	nmercial General	Liability, Automobile Liability, and Employers
Liability policies at minimum limits as f	ollows:		
Contract value less than \$1,000	000: not required		
Contract value between \$1,000,	000 and \$5,000,000	: \$4,000,000 is re	quired
Contract value between \$5,000,	000 and \$10,000,00	0: \$9,000,000 is r	equired
Contract value between \$10,000),000 and \$15,000,0	00: \$15,000,000 i	is required
Contract value above \$15,000,0	00: \$20,000,000 is 1	required	-
Excess coverage over \$10,000,0	00 can be provided	on "following form	n" type to the underlying coverages to the extent
of liability coverage as determine	ned by the City.	-	
X Professional Liability, including,	out not limited to	services for Acc	countant, Appraiser, Architecture, Consultant,
Engineering, Insurance Broker, Legal,	Medical, Surveyin	ng, construction/r	renovation contracts for engineers, architects,
constructions managers, including design	n/build Contractors.		-
Minimum limits of \$1,000,000	per claim/aggregate	. This coverage n	nust be maintained for at least two (2) years after
the project is completed.		-	
Builder's Risk (if project entails vert	ical construction, in	cluding but not lin	nited to bridges and tunnels or as determined by
the City of Bastrop) Limit is 10	0% of insurable val	ue, replacement co	ost basis
Pollution Liability for property dama	age, bodily injury ar	d clean up (if proj	ject entails possible contamination of air, soil or
ground or as determined by the City of E	astrop)		
\$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.

CITY OF BASTROP, GENERAL SERVICES CONTRACT/Page 12

ACORD	
ACOND	

CERTIFICATE OF LIABILITY INSURANCE

DATE (

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THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF INS REPRESENTATIVE OR PRODUCER, A	IVEL) SURAI	(OR NCE	NEGATIVELY AMEND, DOES NOT CONSTITUT	EXTEN	O OR ALTI	ER THE CO	VERAGE AFFORDED	вү тне	POLICIES
IMPORTANT: If the certificate holder If SUBROGATION IS WAIVED, subject this certificate does not confer rights t	to th	e ter	ms and conditions of th	ne policy	, certain po	olicies may r			
PRODUCER	_ /.			CONTACT NAME:		Stonehenge C			
SUNZ Insurance Solutions, LLC I c/o Amplify HR Management LLC	D: (A	Ampl	ify HR)	PHONE (A/C, No, I	Ext):	561-746-5027	FAX (A/C, No)	:	
1033 Skokie Boulevard, Suite 430	Ś			É-MAIL ADDRESS	: (ggb.tequesta.	certs@ajg.com		
Northbrook, IL 60062					INS	URER(S) AFFOR	DING COVERAGE		NAIC #
				INSURER	A: SUNZ Ir	nsurance Con	npany		34762
Amplify HR Management LLC				INSURER	В:				
Co-Employer For: MWM Design (Group	p Inc)	INSURER					
1033 Skokie Boulevard, Suite 430 Northbrook IL 60062	J			INSURER					
				INSURER					
COVERAGES CER	TIFIC	ATE	NUMBER: 76007003	INSURER	г.		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES	G OF II	NSUR	ANCE LISTED BELOW HAV			THE INSURE	D NAMED ABOVE FOR 1		
INDICATED. NOTWITHSTANDING ANY RE CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	PERT/ POLIC	AIN, ⁻ CIES.	THE INSURANCE AFFORD	ED BY TH BEEN RE	HE POLICIE	S DESCRIBED PAID CLAIMS.			
INSR LTR TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	(1	POLICY EFF MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIM	тѕ	
COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE DAMAGE TO RENTED	\$	
CLAIMS-MADE OCCUR							PREMISES (Ea occurrence)	\$	
· · · · · · · · · · · · · · · · · · ·							MED EXP (Any one person)	\$	
							PERSONAL & ADV INJURY	\$	
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	
							PRODUCTS - COMP/OP AGG	\$	
OTHER: AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT	\$	
							(Ea accident) BODILY INJURY (Per person)	\$	
OWNED SCHEDULED							BODILY INJURY (Per accident		
AUTOS ONLY AUTOS HIRED NON-OWNED AUTOS ONLY AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
								\$	
UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
DED RETENTION \$								\$	
A WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			WC056-00001-022	ę	9/1/2022	9/1/2023	✓ PER OTH- STATUTE ER		
ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDENT	\$1,000	0,000
(Mandatory in NH)							E.L. DISEASE - EA EMPLOYE	E \$1,000	0,000
DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$1,000	0,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (A	CORD	101, Additional Remarks Schedul	le, may be a	ttached if more	e space is require	ed)		
Coverage provided for all leased employee Client Effective: 12/11/2022							,		
Gilofit Elifotive, 12/11/2022									
CERTIFICATE HOLDER				CANCE					
1311 Chestnut Street	Engineering and Capital Project Momt Department Accordance with the Policy Provisions.								
Bastrop TX 78602				AUTHORI	ZED REPRESE		Zal		
				Rick Le	onard				
					© 19	88-2015 AC	ORD CORPORATION.	All rial	nts r

ACORD 25 (2016/03)

	Client#: 155839 MWMDESIG										
	40	CORD _™ CERT	IFI		TE OF LIABI	LITY INSU	JRANO	CE	DATE (M 8/29 /	ltem 9N.	
C B R	ERT ELO EPR	CERTIFICATE IS ISSUED AS A M. IFICATE DOES NOT AFFIRMATIV W. THIS CERTIFICATE OF INSUR IESENTATIVE OR PRODUCER, AI	ELY ANC	OR N E DO HE C	EGATIVELY AMEND, EXT DES NOT CONSTITUTE A ERTIFICATE HOLDER.	TEND OR ALTER T	HE COVERAGEEN THE ISS	GE AFFORDED BY THE UING INSURER(S), AU	E POLIC THORIZ	EIES ED	
lf	SUE	RTANT: If the certificate holder is BROGATION IS WAIVED, subject ertificate does not confer any rigi	to the	e tern	ns and conditions of the p	olicy, certain polic	ies may requ				
	DUCE	1.4		_		CONTACT Sarah M					
		uthwest Austin C/L			·	PHONE (A/C, No, Ext): 512 45	1-7555	FAX (A/C, No)	512 4	67-0113	
		N. Capital of TX Hwy #200				E-MAIL ADDRESS: Sarah.N					
		, TX 78731					INSURER(S) AF	FORDING COVERAGE		NAIC #	
		1-7555				INSURER A : Traveler				25658	
INSU	RED	MWM Design Group, Inc.			-	INSURER B : Traveler				25674	
		305 E. Huntland Dr. Ste 20	0		-	INSURER C : Arch Ins	urance Comp	any		11150	
		Austin, TX 78752			-	INSURER D :					
					-	INSURER E :					
CO	/ER	AGES CER	TIFIC	ATE	NUMBER:	INSURER F :		REVISION NUMBER:			
		S TO CERTIFY THAT THE POLICIES									
С	ERTI	ATED. NOTWITHSTANDING ANY RE FICATE MAY BE ISSUED OR MAY F ISIONS AND CONDITIONS OF SUCH	PERTA	AIN, 1	THE INSURANCE AFFORDED	BY THE POLICIES	DESCRIBED I BY PAID CLAI	HEREIN IS SUBJECT TO			
INSR LTR		TYPE OF INSURANCE		SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI	тѕ		
Α	Х				6605W494049	04/04/2023	04/04/2024	EACH OCCURRENCE		0,000	
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person)	\$300, \$10,0		
								PERSONAL & ADV INJURY		0,000	
	GE	N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE		0,000	
		POLICY X PRO- JECT LOC						PRODUCTS - COMP/OP AGG		0,000	
		OTHER:							\$	•	
в	AUT X				BA5W492911	04/04/2023	04/04/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person)	\$ 1,00	0,000	
	X	OWNED AUTOS ONLY HIRED AUTOS ONLY X AUTOS ONLY						BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)) \$ \$		
									\$		
В	X	UMBRELLA LIAB X OCCUR			CUP5W4959252343	04/04/2023	04/04/2024	EACH OCCURRENCE	\$3,00	0,000	
		EXCESS LIAB CLAIMS-MADE	-					AGGREGATE	\$		
	wo	DED X RETENTION \$10000						PER OTH STATUTE ER	-		
	ANE ANY	PEOPRIETOR/PARTNER/EXECUTIVE						E.L. EACH ACCIDENT	\$		
		PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. DISEASE - EA EMPLOYE	-		
L	Ìf ye	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT			
С	Pro	ofessional Liab			PAAEP0139202	03/30/2023	03/30/2024	\$2,000,000 per claii	n		
	Cla	aims Made &			Retro:10/01/80			\$2,000,000 annl ag	gr.		
<u> </u>		ported Pol		<u> </u>							
		TION OF OPERATIONS / LOCATIONS / VEHIC DIEMENTAL NAMES **	LES (ACORI	0 101, Additional Remarks Schedu	lle, may be attached if mo	ore space is requ	ired)			
		upplemental Name applies to	all p	olici	es - MWM DesignGrou	p. Inc.					
		ez Wright			0						
Ме	nde	z Inc.									
		eneral Liability and Auto polic	ies i	nclu	de blanket automatic A	dditional Insured	d endorsem	ents that			
(Se	e A	ttached Descriptions)									
CE	RTIF	ICATE HOLDER				CANCELLATION					
	Eng	/ of Bastrop gineering and Capital Project 1 Chestnut Street	Man	agen	nent Department	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
	-	strop, TX 78602				AUTHORIZED REPRESE	NTATIVE				
		I				Jemes E. G	Jonnens	\sim			

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DESCRIPTIONS (Continued from Page 1)

Item 9N.

provide Additional Insured status to the Certificate Holder (and other entities as required by the Prime Contract), only when there is a written contract that requires such status and only with regard to work performed on behalf of the named insured. The General Liability and Auto policies provide a Blanket Waiver of Subrogation in favor of the same when required by written contract. Coverage is Primary and Non Contributory, when required by written contract. 30 days notice of cancellation applies, when required by written contract, with the exception of 10 days notice of cancellation due to nonpayment of premium, per policy form. Umbrella is follow-form coverage.

RE: Project # F23-042 Blakely Lane Extension Additional Insured includes: The City of Bastrop

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITYCOVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- **A.** Non-Owned Watercraft– 75 Feet Long Or Less
- **B.** Who Is An Insured Unnamed Subsidiaries
- **C.** Who Is An Insured Retired Partners, Members, Directors And Employees
- D. Who Is An Insured Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees
- **E.** Who Is An Insured Newly Acquired Or Formed Limited Liability Companies
- F. Blanket Additional Insured Controlling Interest
- **G.** Blanket Additional Insured Mortgagees, Assignees, Successors Or Receivers

PROVISIONS

- A. NON-OWNED WATERCRAFT 75 FEET LONG OR LESS
 - The following replaces Paragraph (2) of Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:
 - (2) A watercraft you do not own that is:
 - (a) 75 feet long or less; and
 - (b) Not being used to carry any person or property for a charge;
 - 2. The following replaces Paragraph 2.e. of SECTION II WHO IS AN INSURED:
 - e. Any person or organization that, with your express or implied consent, either

- Blanket Additional Insured Governmental Entities – Permits Or Authorizations Relating To Premises
- I. Blanket Additional Insured Governmental Entities – Permits Or Authorizations Relating To Operations
- J. Incidental Medical Malpractice
- K. Medical Payments Increased Limit
- L. Amendment Of Excess Insurance Condition Professional Liability
- **M.** Blanket Waiver Of Subrogation When Required By Written Contract Or Agreement
- N. Contractual Liability Railroads

uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge;
- B. WHO IS AN INSURED UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- **a.** Before you maintained an ownership interest of more than 50% in such subsidiary; or
- **b.** After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- **a.** A limited liability company;
- **b.** An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.** of **SECTION II – WHO IS AN INSURED**:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

- (1) "Bodily injury":
 - (a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;
 - (b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

- (2) "Personal injury":
 - (a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other or retired directors current or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business:
 - (b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph (2)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (2)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
- (3) "Property damage" to property:
 - (a) Owned, occupied or used by; or
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

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D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph **3.** of **SECTION II – WHO IS AN INSURED**:

- **3.** Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - **a.** Coverage under this provision is afforded only:
 - (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
 - (2) Until the end of the policy period, when that date is later than 180 da ys after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;
 - **b.** Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - **c.** Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such

organization will be deemed to be designated in the Declarations as:

- **a.** A limited liability company;
- **b.** An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- **b.** Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of SECTION II – WHO IS AN INSURED:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- **b.** The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.
- H. BLANKET ADDITIONAL INSURED GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies. cellar entrances. coa holes. driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- **a.** Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- **b.** Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

- 1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:
 - **b.** An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.
- The following replaces the last paragraph of Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist, occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.
- The following replaces the last sentence of Paragraph 5. of SECTION III – LIMITS OF INSURANCE:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., Exclusions, of SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- **a.** Medical, surgical, dental, laboratory, xray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- **b.** The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.
- 6. The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

K. MEDICAL PAYMENTS - INCREASED LIMIT

The following replaces Paragraph 7. of SECTION III – LIMITS OF INSURANCE:

- Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
 - **a.** \$10,000; or
 - **b.** The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.
- L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage **A** or Coverage **B**.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- **a.** "Bodily injury" or "property damage" that occurs; or
- **b.** "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

N. CONTRACTUAL LIABILITY - RAILROADS

- 1. The following replaces Paragraph **c**. of the definition of "insured contract" in the **DEFINITIONS** Section:
 - **c.** Any easement or license agreement;
- 2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- **a.** Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the li mits of insurance described in Section III – Limits Of Insurance.
- **d.** This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "productscompleted operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SEC-TION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and noncontributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to SECTION IV – COM-MERCIAL GENERAL LIABILITY CONDITIONS:

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

- i. How, when and where the "occurrence" or offense took place;
- **ii.** The names and addresses of any injured persons and witnesses; and
- **iii.** The nature and location of any injury or damage arising out of the "occurrence" or offense.
- **b.** If a claim is made or "suit" is brought against the additional insured, the additional insured must:
 - i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- **d.** The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- **a.** After the signing and execution of the contract or agreement by you;
- **b.** While that part of the contract or agreement is in effect; and
- **c.** Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. BROAD FORM NAMED INSURED
- **B. BLANKET ADDITIONAL INSURED**
- C. EMPLOYEE HIRED AUTO
- D. EMPLOYEES AS INSURED
- E. SUPPLEMENTARY PAYMENTS INCREASED LIMITS
- F. HIRED AUTO LIMITED WORLDWIDE COV-ERAGE – INDEMNITY BASIS
- G. WAIVER OF DEDUCTIBLE GLASS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1.**, Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

- H. HIRED AUTO PHYSICAL DAMAGE LOSS OF USE INCREASED LIMIT
- I. PHYSICAL DAMAGE TRANSPORTATION EXPENSES – INCREASED LIMIT
- J. PERSONAL PROPERTY
- K. AIRBAGS
- L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS
- M. BLANKET WAIVER OF SUBROGATION
- N. UNINTENTIONAL ERRORS OR OMISSIONS

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section **II**.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COV-ERED AUTOS LIABILITY COVERAGE:

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.

- The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSI-NESS AUTO CONDITIONS:
 - **b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
 - (1) Any covered "auto" you lease, hire, rent or borrow; and
 - (2) 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".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

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.

- E. SUPPLEMENTARY PAYMENTS INCREASED LIMITS
 - The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABIL-ITY COVERAGE:
 - (2) Up to \$3,000 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.
 - 2. The following replaces Paragraph A.2.a.(4), of SECTION II COVERED AUTOS LIABIL-ITY COVERAGE:
 - (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.
- F. HIRED AUTO LIMITED WORLDWIDE COV-ERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., Policy Period, Coverage Territory, of SECTION IV – BUSINESS AUTO CONDI-TIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

- (a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:
 - (i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.
 - (ii) Neither you nor any other involved "insured" will make any settlement without our consent.
 - (iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".
 - (iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.
 - (v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.
- (b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.
- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., Deductible, of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SEC-TION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVER-AGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- **a.** If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- **b.** The airbags are not covered under any warranty; and
- **c.** The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of SECTION IV – BUSINESS AUTO CONDITIONS:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDI-TIONS :

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of

SECTION IV - BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section \mathbf{V} – Definitions.

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol		Description Of Covered Auto Designation Symbols
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-fault	Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have no- fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifica ll y Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Non-owned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.

19	Mobile Equip- ment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insur- ance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.
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B. Owned Autos You Acquire After The Policy Begins

- 1. If Symbols 1, 2, 3, 4, 5, 6 or 19 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
- 2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - **a.** We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - **b.** You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos Liability Coverage:

- **1.** "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
- **2.** "Mobile equipment" while being carried or towed by a covered "auto".
- **3.** Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - **c.** Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II – COVERED AUTOS LIABILITY COV-ERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- **b.** Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto".

This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

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- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
- (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
- (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
- (5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- **c.** Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 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.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to

pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed, we will:

- (1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- **a.** Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- **b.** That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- **a.** An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or
 - (2) Performing the duties related to the conduct of the "insured's" business; or
- **b.** The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **a.** above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- **b.** The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph **a.** above.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- **b.** After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

- **a.** Any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment"; or
- **b.** Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- **a.** Work or operations performed by you or on your behalf; and
- **b.** Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph **a.** or **b.** above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed;
- (2) When all of the work to be done at the site has been completed if your

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contract calls for work at more than one site; or

(3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or sub-contractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- **a.** That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- **c.** After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts if:

(1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

- **a.** War, including undeclared or civil war;
- **b.** Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- **c.** Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations. All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage

- **1.** We will pay for "loss" to a covered "auto" or its equipment under:
 - a. Comprehensive Coverage
 - From any cause except:
 - (1) The covered "auto's" collision with another object; or
 - (2) The covered "auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- **b.** "Loss" caused by hitting a bird or animal; and
- **c.** "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$20 per day, to a maximum of \$600, 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 Causes 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 expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicates that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

B. Exclusions

 We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
- 2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.
- **3.** We will not pay for "loss" due and confined to:
 - **a.** Wear and tear, freezing, mechanical or electrical breakdown.
 - **b.** Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

- **4.** We will not pay for "loss" to any of the follow-ing:
 - **a.** Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
 - **b.** Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.
 - **c.** Any electronic equipment, without regard to whether this equipment is permanently

installed, that reproduces, receives or transmits audio, visual or data signals.

- **d.** Any accessories used with the electronic equipment described in Paragraph **c.** above.
- 5. Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:
 - **a.** Permanently installed in or upon the covered "auto";
 - Removable from a housing unit which is permanently installed in or upon the covered "auto";
 - **c.** An integral part of the same unit housing any electronic equipment described in Paragraphs **a.** and **b.** above; or
 - **d.** Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.
- **6.** We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limits Of Insurance

- **1.** The most we will pay for:
 - **a.** "Loss" to any one covered "auto" is the lesser of:
 - (1) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
 - **b.** All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is \$1,000, if, at the time of "loss", such electronic equipment is:
 - (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
 - (2) Removable from a permanently installed housing unit as described in Paragraph **b.(1)** above; or
 - (3) An integral part of such equipment as described in Paragraphs b.(1) and b.(2) above.

- **2.** An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
- **3.** If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- **a.** Pay its chosen appraiser; and
- **b.** Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.

- **b.** Additionally, you and any other involved "insured" must:
 - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
 - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
 - (4) Authorize us to obtain medical records or other pertinent information.
 - (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
- **c.** If there is "loss" to a covered "auto" or its equipment, you must also do the following:
 - (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
 - (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
 - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
 - (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- **a.** There has been full compliance with all the terms of this Coverage Form; and
- **b.** Under Covered Autos Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment – Physical Damage Coverages

At our option, we may:

- **a.** Pay for, repair or replace damaged or stolen property;
- **b.** Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- **c.** Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. 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.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- **b.** The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any per-

son or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:
 - (1) Excess while it is connected to a motor vehicle you do not own; or
 - (2) Primary while it is connected to a covered "auto" you own.
- **b.** For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- **c.** Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".
- **d.** When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- **a.** During the policy period shown in the Declarations; and
- **b.** Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere in the world if a covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us applies to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V – DEFINITIONS

- **A.** "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means:

- **1.** A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or
- 2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- **C.** "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these.
- **D.** "Covered pollution cost or expense" means any cost or expense arising out of:
 - Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- **a.** That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- **b.** Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a**. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph 6.b. or 6.c. of the definition of "mobile equipment".

Paragraphs **b**. and **c**. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.
- **E.** "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- **G.** "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- H. "Insured contract" means:
 - 1. A lease of premises;
 - **2.** A sidetrack agreement;
 - **3.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

- **4.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- 5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or
- 6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- **c.** That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J. "Loss" means direct and accidental loss or damage.
- **K.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- **1.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- 2. Vehicles maintained for use solely on or next to premises you own or rent;
- **3.** Vehicles that travel on crawler treads;
- 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - **a.** Power cranes, shovels, loaders, diggers or drills; or
 - **b.** Road construction or resurfacing equipment such as graders, scrapers or rollers;
- 5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - **a.** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
 - **b.** Cherry pickers and similar devices used to raise or lower workers; or
- 6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - **a.** Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
 - **b.** Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- **M.** "Property damage" means damage to or loss of use of tangible property.
- **N.** "Suit" means a civil proceeding in which:
 - **1.** Damages because of "bodily injury" or "property damage"; or
 - 2. A "covered pollution cost or expense";

to which this insurance applies, are alleged.

"Suit" includes:

- **a.** An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
- **b.** Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- **O.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or shortterm workload conditions.
- P. "Trailer" includes semitrailer.





CITY OF BASTROP PROPOSED BLAKEY LANE EXTENSION PROJECT LOCATION CITY OF BASTROP, TX

Date: 8/4/2023

The accuracy and precision of this cartographic data is limited and should be used for information /planning purposes only. This data does not replace surveys conducted by registered Texas land surveyors nor does it constitute an "official" verification of zoning, land use classification, or other classification set forth in local, state, or federal regulatory processes. The City of Bastrop, nor any of its employees, do not make any warranty of merchantability and fitness for particular purpose, or assumes any legal liability or responsa information, nor does it represent that it not infringe upon privately owmed risk. 474

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MEETING DATE: September 12, 2023

TITLE:

Consider action to approve the first reading of Ordinance No. 2023-32 of the City Council of the City of Bastrop, Texas ("City") to amend Article 4.04 - Peddlers, Solicitors and Vendors and adopt Division 4 – Requirements Applicable for Mobile Food Vendors in the Bastrop, Texas Code of Ordinances; providing for findings of fact, purpose, adoption and amendment, repealer, severability, enforcement, effective date, and property notice and meeting, and move to include on the Council Consent Agenda on September 19, 2023.

AGENDA ITEM SUBMITTED BY:

Submitted by: Andres Rosales, Fire Chief

BACKGROUND/HISTORY:

The ordinance governing the Mobile Food Vendors was updated and adopted in January 2020. Organizing the ordinance to be codified into Chapter 4 – Business Regulations, Article 404 – Peddlers, Solicitors, and Vendors. In February 2023, staff identified the need for a revision to the ordinance. With input from current mobile food vendors and staff, we revised the current ordinance.

From those discussions, the attached ordinance contains the following changes.

- Define mobile food vendors.
- Remove unused definitions.
- Change the definition of Temporary Mobile Food Vendor.
- Define the Categories of Mobile Food Vendor Permits.
- Add Special Event Mobile Food Vendor Permit and define it.
- Change the Mobile Food Vendor Permit cost fee amount to \$500 annually.
- Removed all other permits and fees.
- Added Special Event Mobile Food permit fee per Special Event to \$25

In the attached ordinance changes to the language that City Council has previously seen and adopted is indicated with the following highlights:

Green – existing language moved/reformatted to provide better organization

Red – added language

Red Strikethrough - removed language

Black – no changes from existing code or the previous Mobile Food Pilot Program

FISCAL IMPACT:

A new fee was established based on the service costs to City. No additional impact to budget.

Item 90.

RECOMMENDATION:

Consider action to approve the first reading of Ordinance No. 2023-32 of the City Council of the City of Bastrop, Texas ("City") to amend Article 4.04 - Peddlers, Solicitors and Vendor and adopt Division 4 – Requirements Applicable for Mobile Food Vendors in the Bastrop, Texas Code of Ordinances; providing for findings of fact, purpose, adoption and amendment, repealer, severability, enforcement, effective date, and property notice and meeting, and move to include on the Council Consent Agenda on September 12, 2023.

ATTACHMENTS:

1. Ordinance 2023-32

ORDINANCE NO. 2023-32

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS ("CITY") TO AMEND ARTICLE 4.04 - PEDDLERS, SOLICITORS AND VENDORS AND ADOPT DIVISION 4 – REQUIREMENTS APPLICABLE FOR MOBILE FOOD VENDORS IN THE BASTROP, TEXAS CODE OF ORDINANCES; PROVIDING FOR FINDINGS OF FACT, PURPOSE, ADOPTION AND AMENDMENT, REPEALER, SEVERABILITY, ENFORCEMENT, EFFECTIVE DATE, AND PROPER NOTICE AND MEETING.

WHEREAS, the City of Bastrop, Texas, is a Home Rule city incorporated in and operating under the laws of the State of Texas; and

WHEREAS, the City Council seeks to protect the public health, safety, and welfare through a comprehensive regulatory program that includes food safety standards; and

WHEREAS, with these regulations, the City Council addresses potential health risks posed by Mobile Food Vendors and the applicability of certain state and local health codes; and

WHEREAS, the City Council has assessed potential traffic safety threats, the utility needs of Mobile Food Units in terms of water, wastewater, electricity, gas, and telecommunications, and how those demands correspond to the community's utility plans and infrastructure; and

WHEREAS, the City Council is authorized to regulate Mobile Food Vendors by virtue of the Texas Constitution, the Texas Health and Safety Code, the Texas Administrative Code, the city's police power and by Chapters 51, 54, 211, 212, 214, 216, and 217 of the Texas Local Government Code; and

WHEREAS, the City Council now adopts the appropriate administrative and regulatory amendments, rules and procedures.

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

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

SECTION 2: PURPOSE: This ordinance establishes regulations for Mobile Food Vendors. The purpose of the regulations are to ensure the public safety, convenience, and protection of the City and the citizens of the City while allowing City Council, city staff, mobile food vendors, and citizens the opportunity to experience the pilot program and improve on it if the City Council chooses to make the program permanent.

SECTION 3: ADOPTION AND AMENDMENT: The City Council hereby adopts the Mobile Food Vendor regulations, as attached in Exhibit A.

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

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

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

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

<u>SECTION 7:</u> EFFECTIVE DATE: This ordinance shall be effective immediately upon passage and publication.

<u>SECTION 8:</u> PROPER NOTICE & MEETING: It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

READ and APPROVED on First Reading on the 12th day of September 2023.

READ and ADOPTED on Second Reading on the 19th day of September 2023.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Exhibit A

ARTICLE 4.04 - PEDDLERS, SOLICITORS AND VENDORS

DIVISION 1. – GENERALLY

Sec. 4.04.001 - Definitions.

As used in this section, these terms shall be defined as follows. Terms appearing in this ordinance but not defined herein shall have the meanings provided in the city's code of ordinances, or if not defined by the city then the common meanings in accordance with ordinary usage.

Commissary. A central preparation facility or other fixed food establishment that stores, prepares, packages, serves, vends, or otherwise provides food for human consumption to mobile, temporary and portable food vendors.

Event. Any occasion or activity where one (1) or more vendors offer goods, services, entertainments, amusements or other like products or activities to the public for profit or for free.

Franchisee. A business entity with whom the city has a current contractual agreement, which entitles the entity to use city rights-of-way or easements for the provision of the entity's services to citizens of the community.

Health authority. The Bastrop County Environmental and Sanitation Services, or its designee, or any other agency charged with enforcement of regulations applicable to establishments regulated under this ordinance.

Lot diagram plan. A diagramed plan that includes property lines, adjacent rights-ofway, location of all mobile food vending units, parking areas and surface material, maneuvering areas and surface material, seating areas, and any other information reasonably required by the Director of Planning and Development.

Mobile concession trailer. A vending unit selling items defined as edible goods, which is pulled by a motorized unit and has no power to move on its own.

Mobile food cart or concession cart. A mobile vending unit, selling items defined as edible goods, that must be moved by non-motorized means.

Mobile food truck. A self-contained motorized unit selling items defined as edible goods.

Mobile food vending unit. A mobile food truck, mobile food cart, concession cart, or mobile concession trailer.

Mobile food vendors. Any business that operates or sells food for human consumption, hot or cold, from a mobile food vending unit. Mobile food vendors shall mean any business which sells edible goods from a non-permanent (i.e. mobile) location within the City of Bastrop. The term shall include, but not limited to:

- (1) Mobile food trucks: A self-contained motorized unit selling items defined as edible goods.
- (2) Concession carts or tents: Mobile vending units that must be moved by nonmotorized means.
- (3) Concession trailers: A vending unit which is pulled by a motorized unit and has no power to move on its own.

Mobile food vendor food court. A site designed for the operation of one (1) or more mobile food vendors as the primary use.

Motor vehicle. Any vehicle used for the displaying, storing or transporting of articles for sale by a peddler, solicitor, and/or vendor, which is required to be permitted and registered by the state. The term also includes trailers, trucks and automobiles.

Peddler. Any person, entity or organization (other than nonprofit organizations as that term is defined herein), whether a resident of the city or not, that offers merchandise for sale along the streets or rights-of-way, on private or public property, or from door to door.

Peddling, soliciting and/or vending activities. The practices of peddlers, solicitors and/or vendors, as described in this article.

Permit. The document(s) issued by the city authorizing the peddling, soliciting or vending activities, pursuant to this article.

Permittee. The holder of a permit issued by the city issued pursuant to this article.

Solicitation activities. The practices of solicitors as listed in this section.

Solicitor. Any person, whether a resident of the city or not, including an employee or agent of another, traveling either by foot, automobile, truck, or other type of conveyance, who engages in the practice of going door-to-door, house-to-house, or along any streets within the city for the purpose of requesting contribution of funds, soliciting money, property or anything of value, or soliciting the pledge of any type of future donation; or selling or offering for sale any type of property, including, but not limited to, the sale and/or distribution of goods, tickets, books and pamphlets, for commercial or noncommercial purposes (including, but not limited to, solicitations for and sales of political, charitable, or religious documents and/or items).

Special Event. As defined in City of Bastrop Code of Ordinance Article 4.06 Special Events Permits, Public Gatherings and Parades.

Temporary/seasonal and/or multiple-vendor activity. Those activities that: (1) take place at a single, central location and which are organized and conducted by a single permit applicant for the purpose of holding an event during which two (2) or more vendors, solicitors or peddlers intend to offer goods, wares, services, etc. (for example, a sidewalk bazaar sale), and/or (2) involve vending, soliciting, or peddling of items that are only seasonally available and/or are only envisioned to be temporarily sold within the community. Permits for temporary/seasonal and multiple-vendor activities may only be ongoing for a maximum period as stipulated in the applicable permit (i.e.; either thirty (30), sixty (60) or ninety (90) consecutive days), in any twelvemonth period during which a permit is issued by the city. No temporary/seasonal and/or multiple-vendor activity shall be permitted within the city or at the same locale for periods exceeding the above-noted periods of time, as specified on the applicable permit. When the permittee conducts temporary/seasonal and/or multiple-vendor activities, and conducts such activities from a temporary/seasonal and/or multiple-vendor structure, the permittee shall be required to disassemble and remove the temporary/seasonal and/or multiple-vendor structure (including specifically all tables, booths, tents, canopies, shelves, racks, displays, buildings, storage containers, and all other items used to store and/or display merchandise, products or services) from the location used by the permittee at the close of each day of operation. This does not include mobile food vendors.

Temporary/seasonal and/or multiple-vendor permit. The document issued by the city authorizing activities pursuant to this article, not including mobile food vendors.

Temporary/seasonal and/or multiple-vendor personnel. All personnel working with, for or otherwise employed by or associated with vendors who have obtained a temporary/seasonal and/or multiple-vendor permit pursuant to this article.

Temporary/seasonal and/or multiple-vendor structure. Those temporary buildings, facilities, tents, enclosed spaces, trailers, and other mobile structures which are constructed, assembled or otherwise provided by entities who have or seek to obtain a temporary/seasonal and/or multiple-vendor permit from the city, with such structure to be used solely for the purpose of displaying, exhibiting, carrying, transporting, storing, selling, taking orders for, or offering for sale or offering to take orders for the wares, products, or merchandise made available for sale, or taking orders for or offering to sell or take orders for the temporary/seasonal and/or multiple vendors' products, wares or merchandise. Such structures shall include but not be limited to any tables, booths, tents, canopies, shelves, display racks, storage buildings or containers and other items used to store and/or display merchandise, products or services. This does not include mobile food vendors.

Temporary Mobile Food Vendor. A mobile food vendor, that is stationary for less than 4 hours at an approved location described in Section 4.04.101 of this Article.

Vendor. An individual, including an employee or agent of a group of individuals, partnership or corporation, who sells or offers to sell merchandise or provides

entertainment or recreational services from a venue, stand, or motor vehicle or from the person, and specifically includes those conducting temporary/seasonal and/or multiple-vendor activities, as defined herein.

Site plan. Engineered or surveyed drawings depicting proposed development of land. Meets the requirements of Section 1.3.003 Site Plan Application and Review of the B³ Technical Manual.

Texas Food Establishment Rules or *the Rules*. Refers 25 Texas Administrative Code chapter 228, as amended.

DIVISION 4. – REQUIREMENTS APPLICABLE TO ALL MOBILE FOOD VENDORS.

Section 4.04.100 - Required

(a) No person shall act as a mobile food vendor in the city without a permit issued by the city.

(b) Mobile food vendors must meet all applicable state and local laws and regulations, including, but not limited to, the rules.

(c) Each mobile food vendor shall display at all times in a conspicuous place where it can be read by the general public:

(1) The City of Bastrop permit under this article and permit number.

(2) A health permit from Bastrop County.

(3) A copy of a Texas sales tax and use certificate.

(d) Each mobile food vending unit shall be clearly marked with the food establishment's name or a distinctive identifying symbol and shall display the name while in service within the city.

(e) The site must be located in Place Type Districts P4-Mix and P-5 Core, as adopted in Chapter 3 of the Bastrop Building Block (B³) Code.

(f) For mobile food vendors at a location for more than four hours, the site must be developed and improved, and contain an existing permanent business operating in a building with a certificate of occupancy at all times while the mobile food vending unit occupies the property.

(g) Mobile food vendors must meet all applicable laws regarding mobile food vendors as described in the International Building Code (IBC) and International Fire Code (IFC), as adopted and amended by the city.

(h) When required, mobile food vending units must be equipped with commercial mechanical facilities sufficient to provide proper cooking ventilation and fire suppression for eating establishments, as established under the city's adopted building codes. All

equipment on the vehicle is to be NSF International (formerly National Sanitation Foundation) approved, American National Standards Institute (ANSI) approved, or of commercial grade.

(i) Electricity shall be from a generator or permanent connection in a mobile food court and the mobile food vendor shall utilize electrical cords in conformance with the National Electrical Code as adopted and amended by the city.

(i) Any mobile food vendors that prepare food outside of the unit must operate from an approved commissary in good standing as defined in and required by the Texas Food Establishment Rules. An existing food establishment may serve as a commissary if approved by the city. The commissary shall have approved potable water hookups, approved wastewater drainage facilities, approved grease interceptor hookup(s) and size, and any other accommodations as determined necessary by the city to ensure compliance with all regulatory codes, including, but not limited to, the local health authority. The commissary shall comply with all food establishment rules and hold all current licenses and permits as required by the rules. Valid copies of the commissary's current licenses and permits used under the food establishment rules and most recent health inspection report must be kept on file with the city. Mobile food vendors shall provide documentation of each visit to or service by the commissary and shall have that documentation immediately available for inspection by the city.

(k) For mobile food vendors that sell prepackage food or prepare food within the unit must keep a manifest of all food supply with purchasing sources for inspection at any time.

(I) All employees of the permit holder must have a valid food handler's training certificate.

(m)(j) Any mobile food vendor that will be in one (1) location for more than four (4) hours shall provide covered garbage and storage facilities for employee and customer use of sufficient size that refuse is fully contained in a manner that prevents litter and remains insect- and rodent-proof.

(n)(k) The mobile food vending unit must meet the following plumbing standards:

- (1) All liquid waste shall be discharged to an approved sanitary sewage disposal system at the commissary or through an authorized service provider. All used fats, oil, or grease shall be discharged to an approved grease interceptor at the commissary or through an authorized service provider. Used fats, oils or grease shall not be discharged to any unauthorized food establishment grease interceptor.
- (2) Liquid waste shall not be discharged from the retention tank when the mobile food vending unit is open to the public or in the process of preparing food.

- (3) The waste connection shall be located below the water connection to preclude contamination of the potable water system.
- (4) Connections to a water or sewage system on site is only allowed when the connections have been properly permitted and inspected by the Building Official or designee.

(o)(I) Mobile food vending units shall be separated from existing buildings and other mobile food vehicles by a minimum of ten (10) feet. Food Vendors must remain 15 feet from a fire hydrant and must not block fire lanes and a fire access roads.

(p)(m) The mobile food vending unit and any parking areas used by the mobile food vendor or its customers, should be located on a paved surface, or an alternative all-weather surface as approved by the City Engineer or their designee. Where providing paved or all-weather surface would be impractical or not provide a public benefit, alternative methods may be approved with a concept plan. Alternative methods may include but are not limited to portable spill berms, environmentally sensitive materials, and other methods to mitigate property damage and environmental hazards.

(q)(n) Except as shown on an approved site plan, the mobile food vendor shall prepare, serve, store, and display food and beverages on or in the mobile food vending unit itself; and shall not attach, set up, or use any other device or equipment intended to increase the selling, serving, storing or displaying capacity of the mobile food vendor. Any seating, awning, tables, or canopy must be submitted and approved on a site plan. No temporary seating, awning, tables, or canopy allowed without approval.

(r)(o) Mobile food vendors must comply with Chapter 6—Public Nuisances.

(s)(p) Mobile food vendors must comply with the Bastrop Building Block (B³) Code— Article 6.6 Outdoor Lighting.

(t)(q) Drive-through service from mobile food vendors is prohibited.

(u)(r) Alcohol sales must show proof of Texas Alcoholic Beverage Commission (TABC) authorization.

(v)(s) A copy of the required records shall be immediately available for inspection by the city on the mobile food vending unit.

(w)(t) Mobile food vehicles vendors must be movable by motorized or non-motorized means at all times.

(x)(u) No public seating may be located within the mobile food unit.

Section 4.04.101 – Location / Site Requirements Categories of Mobile Food Vendor Permits

(a) Mobile food vendor in an approved mMobile food court requirements.

- (1) A mobile food vendor may operate from a mobile food vendor food court site that is designed and intended for mobile food use as the primary use of the property. An approved site plan will be required for a mobile food vendor court that is the primary use on a property. Deviations from the requirements found in Section 6.5.001 Permitted Building Types per Place Type, and Section 6.5.003 (A) Lot Occupation may be approved by Development Review Committee when considering the lot layout of a specific site.
- (2) Utility hookups for water, wastewater, and electric must be provided by the property owner for each vending unit.
- (3) The food court will provide permanent restroom facilities on site.
- (4) The mobile food vendor must submit with the permit application written authorization or other suitable documentation showing that the owner of the property, or the owner's authorized agent, consents to the mobile food vendor operating on said property.
- (5) Any permanent structure will require a site plan amendment and building permit and be subject to any applicable regulations.
- (6) Two (2) sandwich board signs for each vendor may be used on-site during business hours. All other signage must be on the truck or trailer and mounted flush to the surface of the unit.
- (7) Signage for the mobile food court shall be in compliance with the B^3 Code.
- (8) Mobile food courts may use fencing, landscaping which is a minimum three (3) feet tall at maturity, or other approved architectural element to meet the required facade at build-to line requirements with approval by the Development Review Committee. The screening shall meet the intent of the B³ Code by creating a street room, clear access point(s), and walkable environment.
- (b) Mobile food vendor located on an existing, developed site with a primary use.
 - (1) A mobile food vendor may operate from a property with an existing permanent business operating in a building with a current certificate of occupancy.
 - (2) A mobile food vendor with an approved lease agreement with the city may be located in a city park or property.
 - (3) The permanent business must provide restroom facilities for use by the employees of the mobile food vendor. Written proof of a restroom facility agreement that provides the availability of a fixed establishment restroom for the use of the mobile food vendor employees located in a business establishment within one-hundred fifty (150) feet of each location where the mobile food vending unit will be in operation. Private residences and portable restrooms are not accepted.
 - (4) The mobile food vending unit cannot obstruct driveways or fire lanes.
 - (5) No permanent seating areas can be established. Temporary seating which is removed and stored daily within the mobile food vendor or existing permanent structure may be allowed.

- (6) Two (2) sandwich board signs may be used on-site during business hours. All other signage must be on the truck or trailer and mounted flush to the surface of the unit.
- (7) Location of the mobile food vending unit and any temporary seating areas must be shown on a lot diagram.
- (c) Temporary mobile food vendors.
 - (1) Mobile food vendors must be located on a property for less than four (4) hours.
 - (2) All locations the vendor may occupy will be submitted to the city.
 - (3) The mobile food vending unit cannot obstruct driveways or fire lanes.
 - (4) Mobile food vendors that will vend in a city park, property, or right-of-way will require additional approval by the Director of Public Works, with the exception of a special event permit.
- (d) Special Event Mobile Food Vendors.
 - (1) Special event mobile food vendors must be located at the approved designated location for the special event.
 - (2) Must be approved by a special event permit.

Section 4.04.102 – Categories of Mobile Food Vendor Permits Application. Mobile Food Vendor Permit.

- (a) Mobile Food Vendor Permit.
 - (1) All mobile food vendors as defined above.
 - (2) Permits shall be issued for a time period, not to exceed one year or may be stated to expire on a specific date.
- (b) Special Event Mobile Food Vendor Permit.
 - (1) Any mobile food vendor attending a special event that does not have an issued mobile food vendor permit shall obtain a special event mobile food vendor permit through the special event application process.
 - (2) A fee shall be paid to the city during the special event application process for a special event mobile food vendor, that has not previously obtained a yearly mobile food vendor permit. Fee as adopted in Section A4.04.
 - (3) A mobile food vendor that has a current mobile food vendor permit shall be exempt from the special event mobile food vendor fee. The mobile food vendor must be on the approved vendor list provided during the special event application process.
 - (4) A special event mobile food vendor permit is issued per permitted special event. A permit is required for each vendor.

Section 4.04.103 - Mobile Food Vendor Permit Application. Mobile Food Vendor Permit.

- (a) *[Application].* The application for a mobile food vendor permit shall include the following information:
 - (1) An application fee as adopted in Section A4.04.
 - (2) Name, legal name of business or entity, business address, telephone number, and email address of the applicant;
 - (3) The applicant's identification number as shown on a current and valid government-issued identification document that includes a photograph of the applicant;
 - (4) If the applicant represents a corporation, association or partnership, the names and addresses of the officers or partners;
 - (5) Name, legal name of business or entity, business address, telephone number, and email address of the owner if the owner is not the applicant;
 - (6) Signed and notarized permission from all private property owners where the mobile food vending unit will be stationed;
 - (7) The manner of mobile food vending operation to be conducted (for example, foot-temporary vending table/tent, truck, trailer, pushcart, etc.); the make, model, year, license or registration, and vehicle identification number of each vehicle to be used in the mobile food vending operation;
 - (8) Proof of motor vehicle insurance for each vehicle to be used in the mobile food vending operation;
 - (9) An itinerary of locations where sales will occur; and a location map and dimensioned sketch of site location for each location to be used by the mobile food vendor;
 - (10) A lot diagram, if applicable;
 - (11) A copy of the vendor's current health permit from Bastrop County;
 - (12) For a mobile food vendor located on an existing site, a written agreement from a business within one hundred fifty (150) feet for employees of the mobile food establishment to have use of flushable restrooms during hours of operation;
 - (13) Proof of water/wastewater service;
 - (14) Documentation indicating the volume capacity of any required water and wastewater storage tanks either on the tank itself or in writing;
 - (14)(15) A description of the type of food or the specific foods to be vended;

- (16) A notarized statement from the owner of the commissary stating that the mobile food establishment will use the facility as its base of operation and providing the address and food establishment permit number of the facility, or retailer sources for food items to be cooked onsite or for resale;
- (15)(17) A valid copy of the applicant's sales tax and use tax permit; and
- (16)(18) Any other information reasonably required by the Director of Planning and Development.
- (b) Mobile food vendor permits.
 - (1) Permit determinations. The city will evaluate the data furnished by the applicant and may require additional information. Within fourteen (14) working days of receipt of a completed permit application, the City will determine whether or not to issue a mobile food vendor permit. The city may deny an application for a permit on any of the following grounds:
 - a. Failing to provide all of the information required by the city;
 - b. The applicant's past record of ordinance violations;
 - Safety record of the applicant or any driver, based on such things as civil and criminal lawsuits and violations of environmental laws and ordinances; and
 - d. Providing false, misleading or inaccurate information to the city.
 - (2) Permits are not transferable.
 - (3) Mobile food vendor permits will be valid from the date of issuance to the expiration date listed on each permit. Permits can be obtained for a six month or one year term. Permits shall be issued for a time period, not to exceed one year or may be stated to expire on a specific date.
- (c) Mobile food permit denial.
 - (1) If a mobile food vendor permit is denied, the applicant may appeal the decision to the City Manager or City Manager's designee.
 - (2) The applicant must provide information demonstrating that strict adherence to the regulations of this ordinance is not applicable to the specific situation. The applicant must show that the proposed activity meets the intent of the ordinance.
 - (3) The decision of the City Manager or City Manager's designee may be appealed to City Council.
- (d) Permit revocation and appeal.
 - (1) The City Manager or City Manager's designee may revoke a permit issued under this ordinance by a mobile food vendor if the permit holder or the permit holder's employee:
 - a. Commits critical or repeated violations of applicable law; or
 - b. Knowingly provides false information on an application; or

- c. Interferes with the Health Authority in the performance of the Health Authority's duties; or
- d. If a permitted establishment under this article changes ownership and there are violations that must be corrected to meet applicable standards.
- (2) Before revoking a permit, the city shall provide the permit holder or person in charge with written notice of the pending permit revocation. The written notice shall include:
 - a. The reason(s) the permit is subject to revocation; and
 - b. If applicable:
 - (i) The date on which the permit is scheduled to be revoked; and
 - (ii) A statement that the permit will be revoked on the scheduled date unless the permit holder files a written request for a meeting with the City no later than the tenth (10th) day after the date the notice is served.
- (3) The applicant may appeal the revocation of a permit by submitting a written request for appeal along with any evidence supporting the appeal to the Board of Appeals within ten (10) days of receiving the notice of revocation. The Board of Appeals will make a decision within a reasonable time of receipt of the appeal, but no later than thirty (30) days after receipt. The Board of Appeals' decision shall be final.
- (e) Inspections.
 - (1) The mobile food vendor will be subject to inspection by the city upon permit application and annually thereafter.
 - (2) The city may inspect a mobile food vendor during regular business hours and at other reasonable times to determine compliance with this ordinance.
 - (3) Mobile food units that only prepare and serve ice cream, Italian ice, or similar foods that do not use gas, diesel, or electric generators, or produce smoke or grease-laden vapors; will be exempted from the annual fire inspection.
 - (4) After conducting an inspection, the city shall inform the mobile food vendor of findings.
 - (5) If a violation is found, the city shall:
 - a. Close the unit; or
 - b. Prescribe a reasonable time period for correction of violations. Reinspections at prescribed time intervals will be conducted to determine whether required corrections have been made.
- (f) *Penalty.* A violation of this ordinance is considered a violation pertaining to fire safety, zoning, public health and/or sanitation and is punishable by a fine not to exceed two thousand dollars (\$2,000.00) in accordance with City Code Section 1.01.009.

SEC Reference	Last updated	Description	Amount of fee
	0.1		500.00
A4.04.	Ordinance	Mobile Food Court – Annual Mobile Food Vendor	500.00
	2022-22	Permit	
	09/20/2022		
		Six Month	\$300.00
		Per Year	\$400.00
		Accessory to Primary Use - Mobile Food Vendor	
		Six Month	\$300.00
		Per Year	\$400.00
		Temporary Mobile Food Vendor Permit	
		Six Month	\$400.00
		Per Year	\$600.00
		Special Event Mobile Food Vendor Permit Per	\$100.00
		Permitted Special Event per Trailer Vendor	\$25.00

Section A4.04. - Peddlers, solicitors and vendors.