

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



December 12, 2023

AMENDED (ADDED ITEM 2I) Executive Session at 5:00 PM

Regular City 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 EXECUTIVE SESSION

2. EXECUTIVE SESSION

2A. City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 to seek the advice of legal counsel regarding proposed Rock Crushing Plant in Bastrop County.

2B. 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 Vista Puente Drive right-of-way project.

- 2C. City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 to seek the advice of legal counsel regarding petitions to release areas from the extraterritorial jurisdiction and Senate Bill 2038.
- 2D. 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 professional engineering contract and matters related to the Wastewater Treatment Plant No. 3 Project.
- 2E. 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 proposal of a Public Improvement District in connection with the Bastrop Gateway development.
- 2F. 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 the Lost Pines Arts Center, 1204 Chestnut, Bastrop, Texas.
- 2G. City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 to seek the advice of legal counsel regarding a potential amendment to the Colorado Bend Development Agreement and Public Improvement Plan.
- 2H. 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 and SpaceX, related to real property.
- 2I. City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 to seek the advice of legal counsel regarding a development agreement for the project known as the Hill located at Hwy 95 and Arena Drive.

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

4. CALL TO ORDER REGULAR MEETING

5. PLEDGE OF ALLEGIANCE - Avery Fobert and Shianne Redfearn, Bastrop Middle School

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

6. INVOCATION - Grady Chandler, Police Chaplain

7. PRESENTATIONS

7A. Mayor's Report

7B. Council Members' Report

7C. A proclamation of the City Council of the City of Bastrop, Texas congratulating the Bastrop Chamber of Commerce for achieving accreditation with Four Star Distinction.

Ann Franklin, City Secretary

8. WORK SESSIONS/BRIEFINGS

8A. Presentation on Zero Waste.

8B. City Manager's Monthly Report.

9. STAFF AND BOARD REPORTS -NONE

10. CITIZEN COMMENTS

At this time, three (3) minute comments will be taken from the audience on any topic. Anyone in attendance wishing to address the Council must complete a citizen comment form and give the completed form to the City Secretary prior to the start of the City Council meeting. Alternately, if you are unable to attend the council meeting, you may complete a citizen comment form with your comments at www.cityofbastrop.org/citizencommentform at least two hours before the meeting starts on the requested date. Comments submitted by this time will be given to the City Council during the meeting and included in the public record, but not read aloud. In accordance with the Texas Open Meetings Act, if a citizen discusses any item not on the agenda, City Council cannot discuss issues raised or make any decision at this time. Instead, City Council is limited to making a statement of specific factual information or a recitation of existing policy in response to the inquiry. Issues may be referred to City Manager for research and possible future action.

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

11. CONSENT AGENDA

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

11A. Consider action to approve City Council minutes from the November 14, 2023, Development Code Rodeo and November 18, 2023, Special Called meeting.

Submitted by: Ann Franklin, City Secretary

11B. Consider action to approve Resolution No. R-2023-177 of the City Council of the City of Bastrop, Texas, approving an Ad Valorem Tax Assessment & Collection Contract between Bastrop County and the City of Bastrop, attached as Exhibit A, authorizing the City Manager to execute all necessary documents.

Submitted by: Laura Allen, Assistant Finance Director

11C. Consider action to approve Resolution No. R-2023-181 of the City Council of the City of Bastrop, Texas, approving an Ad Valorem Tax Assessment & Collection Contract between Bastrop County and the City of Bastrop for the Hunter's Crossing Public Improvement District, attached as Exhibit A, authorizing the City Manager to execution all necessary documents.

Submitted by: Laura Allen, Assistant Finance Director

11D. Consider action to approve the second reading of Ordinance No. 2023-41 of the City Council of the City of Bastrop, Texas, authorizing and allowing for (1) an increase in the employee contribution rate to Texas Municipal Retirement System (TMRS); and (2) adopting: (i) annually accruing updated service credits and transfer updated service credits; and (ii) annually accruing annuity increases, also referred to as cost-of-living adjustments (COLAS) for retirees and beneficiaries of deceased retirees, as attached in Exhibit A; providing for findings of fact, enactment, repealer, severability, providing for an effective date, codification, proper notice, and meeting.

Submitted by: Tanya Cantrell, Human Resource Director

11E. Consider action to approve Resolution No. R-2023-171 of the City Council of the City of Bastrop, Texas, approving a task order with MWM DesignGroup to provide the services of City Engineer in the amount of Sixty-Five Thousand Six Hundred and Fifty Dollars (\$65,650.00); attached in Exhibit B; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

Submitted by: Fabiola de Carvalho, CFM, AMP MIAM, Executive Director of Engineering and Construction Management

11F. Consider action to approve the second reading of Ordinance No. 2023-42 of the Bastrop City Council of the City of Bastrop, Texas, amending the Bastrop Code of Ordinances Chapter 1 General Provisions, Article 1.10 Parks, Section 1.10.002 Park Rules; and providing for findings of fact, repealer, severability, codification, effective date, proper notice and meeting.

Submitted by: Terry Moore, Recreation Manager

12. ITEMS FOR INDIVIDUAL CONSIDERATION

12A. Consider action to approve Resolution No. R-2023-178 of the City Council of the City of Bastrop, Texas regarding the Bastrop Central Appraisal District (CAD) election voting for the 2024 Board of Directors; establishing a repealing clause; and establishing an effective date.

Submitted by: Ann Franklin, City Secretary

12B. Consider action to approve Resolution No. R-2023-169 of the City Council of the City of Bastrop, Texas, approving the Bastrop Cultural Arts Commission to accept a grant in the amount of Eight Thousand and 00/100 Dollars (\$8,000) from the Texas Commission on the Arts for administrative program costs.

Submitted by: Candice Butts, Main Street Manager

12C. Consider action to approve Resolution No. R-2023-170 of the City Council of the City of Bastrop, Texas, approving the Bastrop Cultural Arts Commission to accept a grant in the amount of Sixteen Thousand and Two Hundred and 00/100 Dollars (\$16,200) from the Texas Commission on the Arts for a Cultural Arts District Project.

Submitted by: Candice Butts, Main Street Manager

[12D.](#) Consider action to approve the first reading of Ordinance No. 2023-43 of the Bastrop City Council of the City of Bastrop, Texas, amending the Bastrop Code of Ordinances Chapter 11 Taxation, Article 11.02 Sales Tax, to amend Section 11.02.003 Economic Development Sales and Use Tax Levy and to enact Section 11.02.004 Street Maintenance and Repair Sales and Use Tax Levy; and providing for findings of fact, repealer, severability, codification, effective date, proper notice and meeting; and move to include on the January 9, 2024, Council agenda for second reading.

Submitted by: Laura Allen, Assistant Finance Director

[12E.](#) Consider action to approve Resolution No. R-2023-179 of the City Council of the City of Bastrop, Texas, consenting to the annexation of certain territory into the Centex Drainage District; providing for a repealing clause; and establishing an effective date.

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

[12F.](#) Hold a continuation of the public hearing and consider action to approve the second reading of Ordinance No. 2023-38, of the City Council of the City of Bastrop, Texas, establishing and adopting transportation impact fees; amending the Bastrop Code of Ordinances, Chapter 13, Article 13.12, by enacting sections 13.12.094 - 13.12.099 providing for definitions; providing for assessment of said impact fees; providing for the general administration of said impact fees; providing a severability clause; providing an effective date and an open meetings clause, providing adoption, repealer, severability, filing and enforcement; establishing an effective date

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

[12G.](#) Consider action to approve Resolution No. R-2023-172 of the City Council of the City of Bastrop, Texas approving the 2024 Council Meeting Schedule, attached as Exhibit A; and providing an effective date.

Submitted by: Ann Franklin, City Secretary

[12H.](#) Consider action to approve Resolution No. R-2023-175 of the City Council of the City of Bastrop, Texas confirming appointment by the Mayor of Mary Moody, to Place 5 of the Diversity, Equity, and Inclusion Board, as required in Section 3.08 of the City's Charter, and establishing an effective date.

Submitted by: Ann Franklin, City Secretary

[12I.](#) Consider action to approve Resolution No. R-2023-174 of the City Council of the City of Bastrop, Texas confirming appointment by the Mayor of Shawn Pletsch, to Place 8 of the Main Street Program Advisory Board, as required in Section 3.08 of the City's Charter, and establishing an effective date.

Submitted by: Ann Franklin, City Secretary

12J. Consider action to approve Resolution No. R-2023-173 of the City Council of the City of Bastrop, Texas, approving a professional engineering services contract with Kimley-Horn and Associates, Inc. to the Agnes Street Widening project to a not to exceed amount of One Hundred Forty-Four Thousand Seven Hundred Dollars (\$144,700); 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, Executive Director of Engineering and Construction Management

13. ADJOURNMENT

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

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

I, the undersigned authority, do hereby certify that this Notice of Meeting as posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Bastrop City Hall, a place of convenient and readily accessible to the general public, as well as to the City's website, www.cityofbastrop.org and said Notice was posted on the following date and time: Saturday, December 9, 2023, at 5:00 p.m. and remained posted for at least two hours after said meeting was convened.

/s/Ann Franklin
Ann Franklin, City Secretary



STAFF REPORT

MEETING DATE: December 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: December 12, 2023

TITLE:

Council Members' Report

AGENDA ITEM SUBMITTED BY:

Submitted by: Sylvia Carrillo, City Manager

POLICY EXPLANATION:

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

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

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

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



STAFF REPORT

MEETING DATE: December 12, 2023

TITLE:

A proclamation of the City Council of the City of Bastrop, Texas congratulating the Bastrop Chamber of Commerce for achieving accreditation with Four Star Distinction.

AGENDA ITEM SUBMITTED BY:

Ann Franklin, City Secretary

BACKGROUND/HISTORY:

N/A

RECOMMENDATION:

N/A

ATTACHMENTS:

N/A



PROCLAMATION



WHEREAS, the State of Texas granted Articles of Incorporation for the Bastrop Chamber of Commerce on January 14, 1922; and,

WHEREAS, early members provided a vision for the town by adopting the motto – “Bigger Better Bastrop;” and,

WHEREAS, the Bastrop Chamber of Commerce has consistently demonstrated unwavering dedication to promoting the prosperity of our local businesses and enhancing the quality of life within our community; and

WHEREAS, the Bastrop Chamber of Commerce has undertaken the rigorous process of accreditation, showcasing a commitment to the highest standards of excellence in chamber planning and performance; and

WHEREAS, the Bastrop Chamber of Commerce has achieved the prestigious Four-Star Distinction as a testament to its exceptional leadership, effective programs, and steadfast support for the local business community; and

WHEREAS, the accreditation with Four Star Distinction serves as a mark of excellence, recognizing the Bastrop Chamber of Commerce as an exemplary organization that surpasses industry benchmarks and contributes significantly to the economic vitality of our city; and

NOW, THEREFORE, I, Lyle Nelson, Mayor of the City of Bastrop, do hereby proclaim our heartfelt congratulations and commendation to the Bastrop Chamber of Commerce for achieving accreditation with Four Star Distinction.

We applaud the Chamber's tireless efforts, innovation, and commitment to fostering a robust and thriving business environment. Your dedication to excellence sets a standard for others to follow and reinforces the City of Bastrop's reputation as a vibrant and prosperous community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Bastrop to be affixed this 6th day of December 2023.

Lyle Nelson, Mayor



STAFF REPORT

MEETING DATE: December 12, 2023

TITLE:

Consider action to approve City Council minutes from the November 14, 2023, Development Code Rodeo and November 18, 2023, Special Called meeting.

AGENDA ITEM SUBMITTED BY:

Ann Franklin, City Secretary

BACKGROUND/HISTORY:

N/A

FISCAL IMPACT:

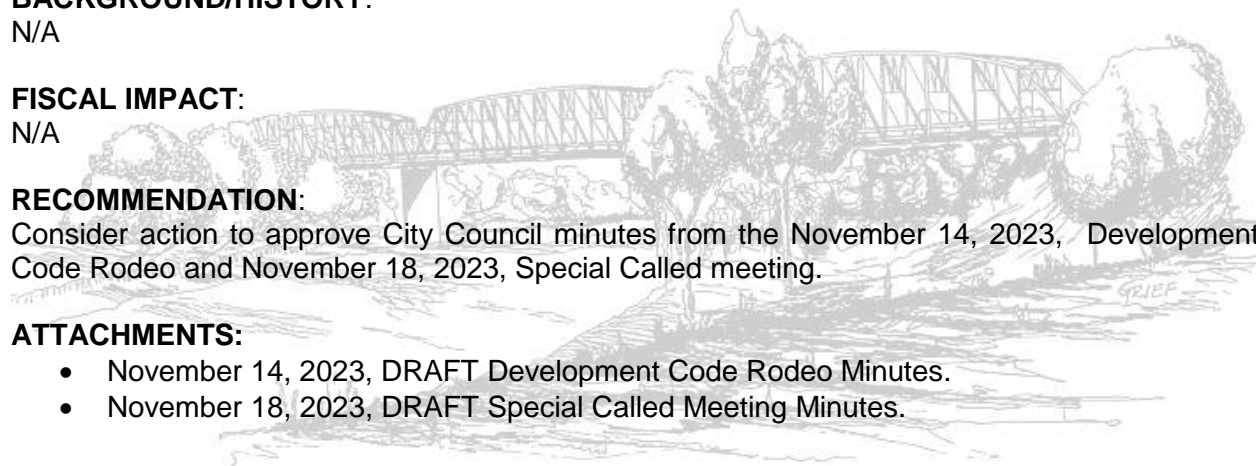
N/A

RECOMMENDATION:

Consider action to approve City Council minutes from the November 14, 2023, Development Code Rodeo and November 18, 2023, Special Called meeting.

ATTACHMENTS:

- November 14, 2023, DRAFT Development Code Rodeo Minutes.
- November 18, 2023, DRAFT Special Called Meeting Minutes.



**DEVELOPMENT CODE RODEO
NOVEMBER 14, 2023**

Tuesday, November 14, 2023, at 9:00 a.m. at the Hampton Inn & Suites Bastrop, 240 South Hasler Boulevard, Bastrop, TX 78602. Council Members in Attendance: Mayor Nelson, Mayor Pro Tem Kirkland and Council Members Meyer and Plunkett.

CALL TO ORDER – 9:00 a.m.

DEVELOPMENT CODE RODEO

ADJOURN - 4:00 p.m.

APPROVED:

ATTEST:

Mayor Lyle Nelson

City Secretary Ann Franklin

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

NOVEMBER 18, 2023

The Bastrop City Council met in a special called meeting on Saturday, November 18, 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 Lee, Meyer, Plunkett, and Crouch. Officers present were: City Manager, Sylvia Carrillo and City Secretary, Ann Franklin.

CALL TO ORDER

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

CITIZEN COMMENTS - NONE**APPROVAL OF MINUTES**

- 3A. Consider action to approve City Council minutes from the November 7, 2023, Regular meeting.

Submitted by: Ann Franklin, City Secretary

A motion was made by Council Member Crouch to approve City Council Minutes from the November 7, 2023, regular meeting, seconded by Council Member Lee, motion was approved on a 5-0 vote.

ITEMS FOR INDIVIDUAL CONSIDERATION

- 4A. Consider action to approve Resolution No. R-2023-167 of the City Council of the City of Bastrop, Texas, to canvass the November 7, 2023, Special Election for Proposition A; and establishing an effective date.

Submitted by: Ann Franklin, City Secretary

Presentation was made by Ann Franklin, City Secretary.

A motion was made by Council Member Meyer to approve Resolution No. R-2023-167, seconded by Council Member Plunkett, motion was approved on a 5-0 vote.

- 4B. Consider action to approve Resolution No. R-2023-166 that denies an increase in revenue and a change in rates proposed by CenterPoint Energy Resources Corporation, D/B/A, CenterPoint Energy Entex and CenterPoint Energy Texas Gas; authorizes continued participation in the Texas Coast Utilities Coalition of Cities; representation of the City by special counsel intervention in proceedings related to CenterPoint's Statement of Intent; and requires the reimbursement of municipal rate case expenses.

Submitted by: Ann Franklin, City Secretary

Presentation was made by Ann Franklin, City Secretary.

A motion was made by Council Member Crouch to approve Resolution No. R-2023-166, seconded by Council Member Meyer, motion was approved on a 5-0 vote.

4C. Consider action to approve Resolution No. R-2023-168 of the City Council of the City of Bastrop, Texas, authorizing a three-month extension on the contract between the City of Bastrop and Electric Cab of Austin; attached in Exhibit B; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

Submitted by: Candice Butts, Main Street Manager

Presentation was made by Candice Butts, Main Street Manager.

A motion was made by Council Member Crouch to approve Resolution No. R-2023-168 with the amendment to remove the 90-day contract extension and replace it with 60-day contract extension, seconded by Council Member Meyer, motion was approved on a 4-1 vote. Mayor Pro Tem Kirkland voted nay.

Adjourned at 5:27 p.m. without objection.

APPROVED:

ATTEST:

Mayor Lyle Nelson

City Secretary Ann Franklin

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



STAFF REPORT

MEETING DATE: December 12, 2023

TITLE:

Consider action to approve Resolution No. R-2023-177 of the City Council of the City of Bastrop, Texas, approving an Ad Valorem Tax Assessment & Collection Contract between Bastrop County and the City of Bastrop, attached as Exhibit A, authorizing the City Manager to execution all necessary documents.

AGENDA ITEM SUBMITTED BY:

Submitted by: Laura Allen, Asst Finance Director

BACKGROUND/HISTORY:

The City Council of the City of Bastrop, in partnership with the Bastrop County Commissioners Court, has agreed to provide tax assessing and collection services for the City of Bastrop.

Section 6.24 of the Texas Property Tax Code and the Interlocal Cooperation Act, Chapter 791, Texas Government Code, as amended, authorize political subdivisions of the State of Texas to enter interlocal contracts for the provision of tax assessing and collecting services.

Pursuant to Section 6.22(c) of the Texas Property Tax Code, as amended, the City Council may require the County to assess and collect the taxes the City imposes on property in the County in the same way the County assesses and collects its taxes.

The City Council of the City of Bastrop and the County find and agree that the services provided for herein are in the best interest of both parties and that the amount of compensation agreed to herein for the County to provide tax collection services for the City represents fair compensation and complies with Property Tax Code Section 6.24 and Government Code Section 79.011.

FISCAL IMPACT:

Included in the FY2024 General Fund budget.

RECOMMENDATION:

Laura Allen, Asst. Finance Director, recommends approval of Resolution No. R-2023-177 of the City Council of the City of Bastrop, Texas, approving an Ad Valorem Tax Assessment & Collection Contract between Bastrop County and the City of Bastrop, attached as Exhibit A, authorizing the City Manager to execution all necessary documents.

ATTACHMENTS:

- Resolution R-2023-177
- Ad Valorem Tax Assessment & Collection Contract

CITY OF BASTROP

RESOLUTION NO. R-2023 - 177

DESCRIPTION

A RESOLUTION OF THE CITY OF BASTROP, TEXAS, APPROVING AN INTERLOCAL AGREEMENT AUTHORIZING AN AD VALOREM TAX ASSESSMENT & COLLECTION CONTRACT BETWEEN BASTROP COUNTY AND THE CITY OF BASTROP.

WHEREAS, the City Council of the City of Bastrop (Council), acting by and through its Commissioners Court (County), has agreed to provide tax assessing and collecting services for the City of Bastrop; and

WHEREAS, Section 6.24 of the Texas Property Tax Code and the Interlocal Cooperation Act, Chapter 791, Texas Government Code, as amended, authorize political subdivisions of the State of Texas to enter interlocal contracts for the provision of tax assessing and collecting services; and

WHEREAS, pursuant to Section 6.22(c) of the Texas Property Tax Code, as amended, the City Council may require the County to assess and collect the taxes the City imposes on property in the County in the same manner in which the County assess and collects its taxes; and

WHEREAS, the City has the authority to authorize the County to act as its tax assessor and collector, and the County has the authority to act in that capacity; and

WHEREAS, Section 11.03.001 of the City’s Code of Ordinances provides for the participation of the City in the county appraisal district; and

WHEREAS, the Council and the County find and agree that the services provided for herein are in the best interest of both parties and that the amount of compensation agreed to herein for the County to provide tax collection services for the City represents fair compensation and complies with Property Tax Code Section 6.24 and Government Code Section 79.011.

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

Section 1: The City Council authorizes the execution of the Interlocal Agreement (attached and incorporated herein as Exhibit “A”) to authorize the County to act as its tax assessor and collector.

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: 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 take effect immediately upon its passage.

DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, Texas, on this, the 12th day of December 2023.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

AD VALOREM TAX ASSESSMENT & COLLECTION CONTRACT

BETWEEN

BASTROP COUNTY

AND

City of Bastrop

THE STATE OF TEXAS §
 §
COUNTY OF BASTROP §

WHEREAS, Section 6.24 of the Texas Property Tax Code and the Interlocal Cooperation Act, Chapter 791, Texas Government Code, as amended, authorize political subdivisions of the State of Texas to enter interlocal contracts for the provision of tax assessing and collecting services; and

WHEREAS, the County of Bastrop, acting by and through its Commissioner's Court, hereinafter referred to as the "County", has agreed to provide tax assessing and collecting services for the City of Bastrop, hereinafter referred to as the "City"; and

WHEREAS, the City, acting by and through its governing body, having authorized the [entity's designee] to execute this contract, has agreed to authorize the County to provide tax assessing and collecting services for it in the form and manner most efficient and economical to it and its taxpayers; and

WHEREAS, the City has the authority to authorize the County to act as its tax assessor and collector, and the County has the authority to act in that capacity;

WHEREAS, the County and the City find and agree that the services provided for herein are in the best interest of both parties and that the amount of compensation agreed to herein for the County to provide tax collection services for the City represents fair compensation and complies with Property Tax Code Section 6.24 and Government Code Section 791.011.

NOW, THEREFORE, for and in consideration as hereinafter expressed and the mutual conditions set out herein, it is agreed by and between the County and the City as follows:

1. Appointment. Under the provisions of Chapter 791, Texas Government Code and Section 6.24(a)(4) of the Texas Property Tax Code, the County, through its duly elected Tax Assessor-Collector, shall serve as the Jurisdiction's tax assessor-collector for ad valorem tax purposes. The County agrees to perform for the City all acts necessary and proper for the assessment and collection of the Jurisdiction's taxes, and the City expressly authorizes the County, through its duly elected Tax Assessor-Collector, to do and perform all acts necessary and proper to assess and collect taxes for it. Taxes will include any and all value-based assessments collected by the City.

2. Obligations of the Parties.

(a) County Obligations: The County agrees to:

1. prepare and mail all tax statements,
2. provide monthly collection reports to the City,

3. prepare tax certificates, develop, and maintain both current and delinquent tax rolls,
4. comply with all applicable laws, including the requirements of Sections 26.04, 31.10, and 31.11 of the Texas Property Tax Code, and
5. develop and maintain such other records and forms as are necessary or required by applicable law or rules and regulations.
6. The County will develop and maintain written policies and procedures of its operations, make available to the City full information about the operation of the county tax office, and promptly furnish written reports reasonably necessary to keep the City fully informed of all financial information affecting it.

(b) City Obligations: The City agrees to:

1. promptly deliver to the possession and control of the County all records that its tax office has accumulated and developed in the assessment and collection of taxes, and
2. cooperate in furnishing or locating any other information and records needed by the County to perform its duties. All information and records will be delivered to the County by September 1 of the tax year, or as soon as thereafter is practical.

The City further agrees that it is authorized to enter into this agreement and has taken all the required prerequisites steps to enter into this agreement as required by Property Tax Code Chapter 6 and any other relevant law.

3. Records Calculations.

(a) The County, at the Jurisdiction's request, will timely calculate and furnish to the City information regarding the (1) effective tax rate (2) rollback tax rate, and (3) notice and hearing rate within statutory guidelines. The City will publish all required notices at the Jurisdiction's expense.

(b) The County, at the Jurisdiction's request, will timely assist the City in calculating proposed tax levies based on the (1) effective tax rate (2) rollback tax rate, and (3) notice and hearing rate.

(c) If the City fails to adopt its tax rate by the later of September 30 of the tax year, or within sixty (60) days after the City receives their certified tax roll, this contract becomes void at the County's option. If the Jurisdiction's adopted tax rate is rolled back, the costs for additional publication and notices will be the responsibility of the City and any additional assessing costs incurred by the County for any late and separate tax bill processing or issuance of corrected bills associated therewith will be strictly accounted for by the County and will be payable by the City upon submission of that accounting by the County.

4. Delinquent Taxes. Pursuant to Section 6.24 and 6.30 of the Texas Property Tax Code, the City authorizes the County to designate and select a delinquent tax attorney to enforce the collection of delinquent taxes for the City. Also, in accordance with the Texas Property Tax Code Sec. 6.30, the City agrees that the delinquent tax attorney fees may not exceed twenty percent (20%) of the total amount of taxes, penalties, and interest due the City, as may be provided for in the contract with private legal counsel. The attorney fees will be paid out of the delinquent taxes, penalties, and interest collected by such counsel for the City. An annual review of the services provided by the delinquent tax attorney will be performed by the County. The City reserves the right to participate in the selection process for a delinquent tax attorney.

5. Compensation. For each tax year, the City will pay to the County for assessment and collection services an amount per parcel of taxable property, or account, including accounts on personal property, taxable by the City. The number of accounts taxable by the City will be determined as of the certification of the Jurisdiction's appraisal roll for the year for which payment is due.

(a) The City agrees to pay the County per parcel of property, referred to as the parcel rate, for every parcel for which taxes are assessed during the term of this contract. The number of parcels will be based on the certified tax roll each year. For the term of this contract, the per parcel rate will be calculated by the County Auditor using current year financial data to identify additional costs incurred, referred to as actual costs outlined in the Commissioner's Court Determination of Cost Summary, attached here to, and incorporated herein for all purposes. The County Auditor shall calculate and invoice the City annually, based on the methodology approved by the Commissioner's Court. A copy of the current calculation will accompany each invoice. The City shall remit payment to the County for tax calculations and collections on an annual basis by [date] of each calendar year.

(b) The County shall diligently collect all taxes assessed and levied by the City and shall promptly remit such taxes collected on behalf of the City.

6. Audits. The County will allow the City to audit its tax records at any time. The expense of such audit will be paid by the City. In the event of such an audit, the City will furnish a copy of the audit to the County. The County will conduct its own internal audits and "outside" audits by private accounting firms as part of the County's tax collecting function on a regular basis and will provide copies of those audits to the City. The County's audit will extend only to the Jurisdiction's tax collecting function and will not involve any other aspects of the Jurisdiction's business or financial affairs.

7. Surety Bond. The County will obtain a surety bond for the County Tax Assessor-Collector to assure proper performance of the collecting function provided in the contract, as required by Property Tax Code Section 6.28. Such bond will be executed by a solvent surety company authorized to do business in the State of Texas.

8. Deposits. The County will deposit taxes collected under this contract into such depository as is selected by the City. Such deposits will be made every day on which both the County's tax office and the Jurisdiction's depository are open for business.

9. Internet Access. The County agrees to furnish Internet access to all collection information.

10. Term: Termination. The term of this contract is for one year. This contract shall be in effect from the date of full execution and shall automatically renew from year to year unless terminated by either party. Either the City or the County may cancel this contract by giving a one-year written notice. In the event of such termination, the City agrees to pay promptly any balances still due under this contract, and the County agrees to return promptly all records to the City. The City agrees to pay all reasonable costs for the reproduction of such records.

11. Return of Records. If this contract terminates for any reason, all records received by the County will be returned to the City.

12. Assessment Changes. The County and the City acknowledge that the Bastrop Central Appraisal District sets the values on all properties, and that such values will be provided to the County for tax assessment. After all the assessments are made and certified, it is agreed that the County will not change any assessments without written authorization from the Bastrop Central Appraisal District or judicial determination.

13. Timely Payment Determination. In the event there is an unavoidable circumstance and the constituent's payment is deemed late, the City will agree to accept the conditions in which the Bastrop County Commissioner's Court finds admissible in accordance with Property Tax Code Section 33.011(j).

14. Entire Agreement. This contract supersedes any and all agreements and contracts by and between the City and the County relative to collection of taxes.

IN WITNESS WHEREOF, these presents are executed by authority of the governing bodies of the respective parties hereto.

APPROVED AND EXECUTED ON THIS THE _____ DAY OF _____, 2023 by the Bastrop County Commissioners Court.

ATTEST:

COUNTY OF BASTROP:

County Clerk
Krista Bartsch

By: _____
Gregory Klaus, County Judge

By: _____
Melvin Hamner, County Commissioner, Pct. 2

By: _____
Clara Beckett, County Commissioner, Pct. 2

By: _____
Mark Meuth, County Commissioner, Pct. 3

By: _____
David Glass, County Commissioner, Pct. 4

APPROVED AND EXECUTED ON THIS THE _____ DAY OF _____, 2023 by the City of Bastrop.

BY: _____
[Entities Designee]
City of Bastrop

ATTEST:

[Designated Attestant]
[Attestant's title]



STAFF REPORT

MEETING DATE: December 12, 2023

TITLE:

Consider action to approve Resolution No. R-2023-181 of the City Council of the City of Bastrop, Texas, approving an Ad Valorem Tax Assessment & Collection Contract between Bastrop County and the City of Bastrop for the Hunter's Crossing Public Improvement District, attached as Exhibit A, authorizing the City Manager to execution all necessary documents.

AGENDA ITEM SUBMITTED BY:

Submitted by: Laura Allen, Asst Finance Director

BACKGROUND/HISTORY:

The City Council of the City of Bastrop, in partnership with the Bastrop County Commissioners Court, has agreed to provide tax assessing and collection services for the Hunter's Crossing Public Improvement District (PID).

Section 6.24 of the Texas Property Tax Code and the Interlocal Cooperation Act, Chapter 791, Texas Government Code, as amended, authorize political subdivisions of the State of Texas to enter interlocal contracts for the provision of tax assessing and collecting services.

Pursuant to Section 6.22(c) of the Texas Property Tax Code, as amended, the City Council may require the County to assess and collect the taxes the City imposes on property in the County in the same way the County assesses and collects its taxes.

The City Council of the City of Bastrop and the County find and agree that the services provided for herein are in the best interest of both parties and that the amount of compensation agreed to herein for the County to provide tax collection services for the Hunter's Crossing PID represents fair compensation and complies with Property Tax Code Section 6.24 and Government Code Section 79.011.

FISCAL IMPACT:

Included in the FY2024 Hunters Crossing PID Fund budget.

RECOMMENDATION:

Laura Allen, Asst. Finance Director, recommends approval of Resolution No. R-2023-177 of the City Council of the City of Bastrop, Texas, approving an Ad Valorem Tax Assessment & Collection Contract between Bastrop County and the City of Bastrop, attached as Exhibit A, authorizing the City Manager to execution all necessary documents.

ATTACHMENTS:

- Resolution R-2023-181
- Ad Valorem Tax Assessment & Collection Contract

CITY OF BASTROP

RESOLUTION NO. R-2023-181

DESCRIPTION

A RESOLUTION OF THE CITY OF BASTROP, TEXAS, APPROVING AN INTERLOCAL AGREEMENT AUTHORIZING AN AD VALOREM TAX ASSESSMENT & COLLECTION CONTRACT BETWEEN BASTROP COUNTY AND THE CITY OF BASTROP FOR THE HUNTER’S CROSSING PUBLIC IMPROVEMENT DISTRICT.

WHEREAS, the City Council of the City of Bastrop (Council), acting by and through its Commissioners Court (County), has agreed to provide tax assessing and collecting services for the Hunter’s Crossing Public Improvement District (PID) in the City of Bastrop; and

WHEREAS, Local Government Code Section 372.0175, Section 6.24 of the Texas Property Tax Code, and the Interlocal Cooperation Act, Chapter 791, Texas Government Code, as amended, authorize political subdivisions of the State of Texas to enter interlocal contracts for the provision of tax assessing and collecting services; and

WHEREAS, pursuant to Section 6.22(c) of the Texas Property Tax Code, as amended, the City Council may require the County to assess and collect the taxes the City imposes on property in the County in the same manner in which the County assess and collects its taxes; and

WHEREAS, the City has the authority to authorize the County to act as its tax assessor and collector, and the County has the authority to act in that capacity; and

WHEREAS, Section 11.03.001 of the City’s Code of Ordinances provides for the participation of the City in the county appraisal district; and

WHEREAS, the Council and the County find and agree that the services provided for herein are in the best interest of both parties and that the amount of compensation agreed to herein for the County to provide tax collection services for the Hunter’s Crossing PID represents fair compensation and complies with Property Tax Code Section 6.24 and Government Code Section 79.011.

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

Section 1: The City Council authorizes the execution of the Interlocal Agreement

(attached and incorporated herein as Exhibit "A") to authorize the County to act as its tax assessor and collector.

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: 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 take effect immediately upon its passage.

DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, Texas, on this, the 12th day of December 2023.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

AD VALOREM TAX ASSESSMENT & COLLECTION CONTRACT

BETWEEN

BASTROP COUNTY

Hunter’s Crossing Public Improvement District

THE STATE OF TEXAS §
 §
COUNTY OF BASTROP §

WHEREAS, Section 6.24 of the Texas Property Tax Code and the Interlocal Cooperation Act, Chapter 791, Texas Government Code, as amended, authorize political subdivisions of the State of Texas to enter interlocal contracts for the provision of tax assessing and collecting services; and

WHEREAS, the County of Bastrop, acting by and through its Commissioner's Court, hereinafter referred to as the “County”, has agreed to provide tax assessing and collecting services for Hunter’s Crossing Public Improvement District, hereinafter referred to as the “Jurisdiction”; and

WHEREAS, the Jurisdiction, acting by and through its governing body, having authorized the [entity’s designee] to execute this contract, has agreed to authorize the County to provide tax assessing and collecting services for it in the form and manner most efficient and economical to it and its taxpayers; and

WHEREAS, the Jurisdiction has the authority to authorize the County to act as its tax assessor and collector, and the County has the authority to act in that capacity;

WHEREAS, the County and the Jurisdiction find and agree that the services provided for herein are in the best interest of both parties and that the amount of compensation agreed to herein for the County to provide tax collection services for the Jurisdiction represents fair compensation and complies with Property Tax Code Section 6.24 and Government Code Section 791.011.

NOW, THEREFORE, for and in consideration as hereinafter expressed and the mutual conditions set out herein, it is agreed by and between the County and the Jurisdiction as follows:

1. Appointment. Under the provisions of Chapter 791, Texas Government Code and Section 6.24(a)(4) of the Texas Property Tax Code, the County, through its duly elected Tax Assessor-Collector, shall serve as the Jurisdiction’s tax assessor-collector for ad valorem tax purposes. The County agrees to perform for the Jurisdiction all acts necessary and proper for the assessment and collection of the Jurisdiction’s taxes, and the Jurisdiction expressly authorizes the County, through its duly elected Tax Assessor-Collector, to do and perform all acts necessary and proper to assess and collect taxes for it. Taxes will include any and all value-based assessments collected by the Jurisdiction.
2. Obligations of the Parties.

(a) County Obligations: The County agrees to:

1. prepare and mail all tax statements,
2. provide monthly collection reports to the Jurisdiction,
3. prepare tax certificates, develop, and maintain both current and delinquent tax rolls,

4. comply with all applicable laws, including the requirements of Sections 26.04, 31.10, and 31.11 of the Texas Property Tax Code, and
5. develop and maintain such other records and forms as are necessary or required by applicable law or rules and regulations.
6. The County will develop and maintain written policies and procedures of its operations, make available to the Jurisdiction full information about the operation of the county tax office, and promptly furnish written reports reasonably necessary to keep the Jurisdiction fully informed of all financial information affecting it.

(b) Jurisdiction Obligations: The Jurisdiction agrees to:

1. promptly deliver to the possession and control of the County all records that its tax office has accumulated and developed in the assessment and collection of taxes, and
2. cooperate in furnishing or locating any other information and records needed by the County to perform its duties. All information and records will be delivered to the County by September 1 of the tax year, or as soon as thereafter is practical.

The Jurisdiction further agrees that it is authorized to enter into this agreement and has taken all the required prerequisites steps to enter into this agreement as required by Property Tax Code Chapter 6 and any other relevant law.

3. Records Calculations.

(a) The County, at the Jurisdiction's request, will timely calculate and furnish to the Jurisdiction information regarding the (1) effective tax rate (2) rollback tax rate, and (3) notice and hearing rate within statutory guidelines. The Jurisdiction will publish all required notices at the Jurisdiction's expense.

(b) The County, at the Jurisdiction's request, will timely assist the Jurisdiction in calculating proposed tax levies based on the (1) effective tax rate (2) rollback tax rate, and (3) notice and hearing rate.

(c) If the Jurisdiction fails to adopt its tax rate by the later of September 30 of the tax year, or within sixty (60) days after the Jurisdiction receives their certified tax roll, this contract becomes void at the County's option. If the Jurisdiction's adopted tax rate is rolled back, the costs for additional publication and notices will be the responsibility of the Jurisdiction and any additional assessing costs incurred by the County for any late and separate tax bill processing or issuance of corrected bills associated therewith will be strictly accounted for by the County and will be payable by the Jurisdiction upon submission of that accounting by the County.

4. Delinquent Taxes. Pursuant to Section 6.24 and 6.30 of the Texas Property Tax Code, the Jurisdiction authorizes the County to designate and select a delinquent tax attorney to enforce the collection of delinquent taxes for the Jurisdiction. Also, in accordance with the Texas Property Tax Code Sec. 6.30, the Jurisdiction agrees that the delinquent tax attorney fees may not exceed twenty percent (20%) of the total amount of taxes, penalties, and interest due the Jurisdiction, as may be provided for in the contract with private legal counsel. The attorney fees will be paid out of the delinquent taxes, penalties, and interest collected by such counsel for the Jurisdiction. An annual review of the services provided by the delinquent tax attorney will be performed by the County. The Jurisdiction reserves the right to participate in the selection process for a delinquent tax attorney.

5. Compensation. For each tax year, the Jurisdiction will pay to the County for assessment and collection services an amount per parcel of taxable property, or account, including accounts on personal property, taxable by the Jurisdiction. The number of accounts taxable by the Jurisdiction will be determined as of the certification of the Jurisdiction's appraisal roll for the year for which payment is due.

(a) The Jurisdiction agrees to pay the County per parcel of property, referred to as the parcel rate, for every parcel for which taxes are assessed during the term of this contract. The number of parcels will be based on the certified tax roll each year. For the term of this contract, the per parcel rate will be calculated by the County Auditor using current year financial data to identify additional costs incurred, referred to as actual costs outlined in the Commissioner's Court Determination of Cost Summary, attached here to, and incorporated herein for all purposes. The County Auditor shall calculate and invoice the Jurisdiction annually, based on the methodology approved by the Commissioner's Court. A copy of the current calculation will accompany each invoice. The Jurisdiction shall remit payment to the County for tax calculations and collections on an annual basis by [date] of each calendar year.

(b) The County shall diligently collect all taxes assessed and levied by the Jurisdiction and shall promptly remit such taxes collected on behalf of the Jurisdiction.

6. Audits. The County will allow the Jurisdiction to audit its tax records at any time. The expense of such audit will be paid by the Jurisdiction. In the event of such an audit, the Jurisdiction will furnish a copy of the audit to the County. The County will conduct its own internal audits and "outside" audits by private accounting firms as part of the County's tax collecting function on a regular basis and will provide copies of those audits to the Jurisdiction. The County's audit will extend only to the Jurisdiction's tax collecting function and will not involve any other aspects of the Jurisdiction's business or financial affairs.

7. Surety Bond. The County will obtain a surety bond for the County Tax Assessor-Collector to assure proper performance of the collecting function provided in the contract, as required by Property Tax Code Section 6.28. Such bond will be executed by a solvent surety company authorized to do business in the State of Texas.

8. Deposits. The County will deposit taxes collected under this contract into such depository as is selected by the Jurisdiction. Such deposits will be made every day on which both the County's tax office and the Jurisdiction's depository are open for business.

9. Internet Access. The County agrees to furnish Internet access to all collection information.

10. Term: Termination. The term of this contract is for one year. This contract shall be in effect from the date of full execution and shall automatically renew from year to year unless terminated by either party. Either the Jurisdiction or the County may cancel this contract by giving a one-year written notice. In the event of such termination, the Jurisdiction agrees to pay promptly any balances still due under this contract, and the County agrees to return promptly all records to the Jurisdiction. The Jurisdiction agrees to pay all reasonable costs for the reproduction of such records.

11. Return of Records. If this contract terminates for any reason, all records received by the County will be returned to the Jurisdiction.

12. Assessment Changes. The County and the Jurisdiction acknowledge that the Bastrop Central Appraisal District sets the values on all properties, and that such values will be provided to the County for tax assessment. After all the assessments are made and certified, it is agreed that the County will not change any assessments without written authorization from the Bastrop Central Appraisal District or judicial determination.

13. Timely Payment Determination. In the event there is an unavoidable circumstance and the constituent's payment is deemed late, the Jurisdiction will agree to accept the conditions in which the Bastrop County Commissioner's Court finds admissible in accordance with Property Tax Code Section 33.011(j).

14. Entire Agreement. This contract supersedes any and all agreements and contracts by and between the Jurisdiction and the County relative to collection of taxes.

IN WITNESS WHEREOF, these presents are executed by authority of the governing bodies of the respective parties hereto.

APPROVED AND EXECUTED ON THIS THE _____ DAY OF _____, 2023 by the Bastrop County Commissioners Court.

ATTEST:

COUNTY OF BASTROP:

County Clerk
Krista Bartsch

By: _____
Gregory Klaus, County Judge

By: _____
Melvin Hamner, County Commissioner, Pct. 2

By: _____
Clara Beckett, County Commissioner, Pct. 2

By: _____
Mark Meuth, County Commissioner, Pct. 3

By: _____
David Glass, County Commissioner, Pct. 4

APPROVED AND EXECUTED ON THIS THE _____ DAY OF _____, 2023 by the Hunter's Crossing Public Improvement District.

BY: _____
[Entities Designee]
Hunter's Crossing Public Improvement District

ATTEST:

[Designated Attestant]
[Attestant's title]



STAFF REPORT

MEETING DATE: December 12, 2023

TITLE:

Consider action to approve the second reading of Ordinance No. 2023-41 of the City Council of the City of Bastrop, Texas, authorizing and allowing for (1) an increase in the employee contribution rate to Texas Municipal Retirement System (TMRS); and (2) adopting: (i) annually accruing updated service credits and transfer updated service credits; and (ii) annually accruing annuity increases, also referred to as cost-of-living adjustments (COLAS) for retirees and beneficiaries of deceased retirees, as attached in Exhibit A; providing for findings of fact, enactment, repealer, severability, providing for an effective date, codification, proper notice, and meeting.

STAFF REPRESENTATIVE:

Tanya L. Cantrell, Human Resources Director

BACKGROUND/HISTORY:

In Fiscal Year 2023, the City Council found that it would be in the City's interest to increase the employee TMRS contribution rate, reauthorize annually accruing Updated Service Credits, provide transfer Updated Service Credits, and reauthorize annually increased annuities also referred to as COLAS. This change will improve recruiting and retention efforts, especially with public safety positions. Currently the plan is a 6% employee contribution with a 2:1 employer match at retirement. The Human Resources Director researched through the TMRS portal and found that the retirement plans of most of our "competitor" cities when it comes to recruiting efforts are a 7% plan; and after a more comprehensive look, found that 465 TMRS participating cities are at 7% compared to 100 at 6%. The Employer of Choice Team members reached out to the employees and their respective departments in FY 2022 and received nothing but an enthusiastic response in support of this change. Funding for this increase is from the General Fund (\$1,596,000), the Water/Wastewater Fund (\$190,000), and the Bastrop Power & Light Fund (\$150,000) as authorized by Ordinance No. 2023-33, passed and approved on September 26, 2023. This change will have a significant impact on the retirement annuities of our employees beginning January 1, 2024.

FUNDING SOURCE:

General Fund
Water/Wastewater Fund
Bastrop Power & Light Fund

RECOMMENDATION:

Tanya L. Cantrell, Human Resources Director, and Laura Allen, Senior Accountant, recommend approval of the second reading of Ordinance 2023-41 of the City Council of the City of Bastrop, Texas, authorizing and allowing for (1) an increase in the employee contribution rate to Texas Municipal Retirement System (TMRS); and (2) adopting: (i) annually accruing updated service credits and transfer updated service credits; and (ii) annually accruing annuity increases, also

referred to as cost-of-living adjustments (COLAS) for retirees and beneficiaries of deceased retirees, as attached in Exhibit A; providing for findings of fact, enactment, repealer, severability, providing for an effective date, codification, proper notice, and meeting.

ATTACHMENTS:

- Ordinance No 2023-41
- Exhibit A - Bastrop 2024 TMRS Letter & Plan Change Study



ORDINANCE NO. 2023-41

TEXAS MUNICIPAL RETIREMENT SYSTEM

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AUTHORIZING AND ALLOWING FOR (1) AN INCREASE TO THE EMPLOYEE CONTRIBUTION RATE; AND (2) ADOPTING: (i) ANNUALLY ACCRUING UPDATED SERVICE CREDITS AND TRANSFER UPDATED SERVICE CREDITS; AND (ii) ANNUALLY ACCRUING ANNUITY INCREASES, ALSO REFERRED TO AS COST-OF-LIVING ADJUSTMENTS (COLAS), FOR RETIREES AND BENEFICIARIES OF DECEASED RETIREES.

WHEREAS, pursuant to Subtitle G of Title 8, Texas Government Code, as amended (which subtitle is referred to as the "TMRS Act"), the City of Bastrop, Texas (the "City"), elected to participate in the Texas Municipal Retirement System (the "System" or "TMRS"); and

WHEREAS, the City Council of the City of Bastrop, Texas finds that it is in the City's interest to: (1) increase the employee TMRS contribution rate, (2) in accordance with TMRS Act §853.404 and §854.203(h), reauthorize annually accruing Updated Service Credits and provide transfer Updated Service Credits, and (3) in accordance with TMRS Act §854.203 and §853.404, reauthorize annually increased annuities, also referred to as cost of living adjustments ("COLAs"), to be paid to retirees and beneficiaries of deceased retirees; and

WHEREAS, the funding for this increase is from the General Fund, the Water/Wastewater Fund, and the Bastrop Power & Light Fund as authorized by Ordinance No. 2023-33, passed and approved on September 26, 2023;

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

Section 1: INCREASED EMPLOYEE CONTRIBUTION RATE. The rate of member contributions to be made by the City to the System shall be 7% of the compensation of City employees who are members of the System, in accordance with TMRS Act §855.401. The City shall submit a monthly payroll report and deposit the amounts deducted from employees' compensation to the System in accordance with TMRS Act §855.402.

The increased employee contribution rate under this Section shall be effective on the first day of the month of January 2024.

Section 2: AUTHORIZATION OF ANNUALLY ACCRUING UPDATED SERVICE CREDITS AND TRANSFER UPDATED SERVICE CREDITS. As authorized by TMRS Act §854.203(h) and §853.404, and on the terms and conditions set out in TMRS Act §853.401 through §853.404, the City authorizes each member of the System, who on the first day of January of the calendar year immediately preceding the January 1 on which the Updated Service Credits will take effect, (i) has current service credit or prior service credit in the System by reason of service to the City, (ii) has at least 36 months of credited service with the

System, and (iii) the member is a TMRS-contributing employee of the City, to receive “Updated Service Credit,” as that term is defined and calculated in accordance with TMRS Act §853.402.

Section 3: AUTHORIZATION OF EMPLOYEES TO BE CREDITED WITH UPDATED SERVICE CREDITS. The City authorizes and provides that each contributing employee of the City who (i) is eligible for Updated Service Credits under Section 2 above, and (ii) who has not forfeited their credit for prior service credit or current service credit with another System-participating municipality or municipalities by reason of previous employment, and who are contributing members on the date prescribed by Section 853.402 (e) shall be credited with Updated Service Credits pursuant to, calculated in accordance with Sections 853.401 and 853.402, and subject to adjustment as set forth in TMRS Act §853.601 (also known as “Transfer USC”), both as to the initial grant and all future grants under this Ordinance.

Section 4: AUTHORIZATION OF PERCENTAGE OF BASE UPDATED SERVICE CREDITS, REPLACEMENT OF UPDATED SERVICE CREDIT AND EFFECTIVE DATE. The Updated Service Credit authorized and provided under this Ordinance shall be 100% of the “base Updated Service Credit” of the TMRS member calculated as provided in TMRS Act §853.402.

Each Updated Service Credit authorized and provided by this Ordinance shall replace any Updated Service Credit, prior service credit, special prior service credit, or antecedent service credit previously authorized for part of the same service.

The initial Updated Service Credit authorized by this Section shall be effective on January 1 immediately following the year in which this Ordinance is approved, subject to receipt by the System prior to such January 1 and approval by the Board of Trustees (“Board”) of the System. Pursuant to TMRS Act §853.404, the authorization and grant of Updated Service Credits in this Section shall be effective on January 1 of each subsequent year, using the same percentage of the “base Updated Service Credit” as provided in TMRS Act §853.404(c) in computing Updated Service Credits for each future year, provided that, as to such subsequent year, the actuary for the System has made the determination set forth in TMRS Act §853.404(d), until this Ordinance ceases to be in effect as provided in TMRS Act §853.404(e).

Section 5: AUTHORIZATION OF ANNUAL INCREASES IN RETIREMENT ANNUITIES, OR COLAS. On the terms and conditions set out in TMRS Act §854.203 and §853.404, the City authorizes and provides for payment of the increases (such increases also called COLAS) described by this Section to the annuities paid to retired City employees and beneficiaries of deceased retirees. An annuity increased under this Section replaces any annuity or increased annuity previously granted to the same person.

The amount of the annuity increase under this Section, is computed as the sum of the prior and current service annuities on the effective date of retirement of the person on whose service the annuities are based, multiplied by 70 percent of the percentage change in Consumer Price Index for All Urban Consumers, from December of the year immediately

preceding the effective date of the person's retirement to the December that is 13 months before the effective date of the increase under this Section.

An increase in an annuity that was reduced because of an option selection is reducible in the same proportion and in the same manner that the original annuity was reduced.

If a computation under this Section does not result in an increase in the amount of an annuity, the amount of the annuity will not be changed under this Section.

The amount by which an increase under this Section exceeds all previously granted increases to an annuitant is an obligation of the City and of its account in the benefit accumulation fund of the System (the "City's BAF").

The initial increase in annuities authorized by this Section shall be effective on January 1 immediately following the year in which this Ordinance is approved, subject to receipt by the System prior to the January 1 effective date, and approval by the System's Board. Pursuant to TMRS Act §853.404, an increase in retirement annuities shall be made on January 1 of each subsequent year, provided that, as to such subsequent year, the actuary for the System has made the determination set forth in TMRS Act §853.404(d), until this Ordinance ceases to be in effect as provided in TMRS Act §853.404(e).

SECTION 6. REPEALER 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 7. 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 8. EFFECTIVE DATE This Ordinance shall be effective December 12, 2023.

SECTION 9. PROPER NOTICE & MEETING It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

READ and APPROVED on First Reading on the 7th day of November 2023.

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

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



September 19, 2023

Laura Allen
Accountant
City of Bastrop
1311 Chestnut St
Bastrop, TX 78602-3404

Dear Ms. Allen,

We are pleased to enclose a model ordinance for your city to adopt:

**7% Employee Contribution Rate
&
100% Updated Service Credit with Transfers
70% Cost of Living Adjustment Increase to Annuitants
Both Annually Repeating
All Effective January 1, 2024**

To make these changes to your city’s TMRS plan, your City Council must adopt the attached model ordinance.

By statute, when a city changes its employee deposit rate and the city currently offers Updated Service Credit (USC)/Cost of Living Adjustment (COLA) on an annually repeating basis, the city must re-adopt these annually repeating provisions. This re-adoption is necessary because there are new USC/COLA costs associated with the new provisions. Therefore, the enclosed ordinance includes the city’s re-adoption of these benefits.

When the ordinance becomes effective, the city must begin deducting the new contribution rate from each employee’s gross monthly wage.

As reflected in the Plan Change Study you previously received, when the employee’s contribution rate increases to 7%, the city’s contribution rate will be **13.59%** for 2024.

Please make sure the ordinance is adopted and signed before the effective date. When the ordinance is adopted, please send a copy to City Services at cityservices@tmrs.com.

If you have any questions about the model ordinance or anything else, please call me at 512-225-3742.

Sincerely,

Colin Davidson
Director of City Services



Comparison of Alternate Benefit Design(s)

Item 11D.

FOR CITIES

2024 Rates • Bastrop (00092)

Report Date - September 19, 2023

Plan Provisions	Current	Option 1
Deposit Rate	6.00%	7.00%
Matching Ratio	2 to 1	2 to 1
Updated Service Credit	100% (Repeating)	100% (Repeating)
Transfer USC *	Yes	Yes
COLA	70% (Repeating)	70% (Repeating)
Retroactive COLA	Yes	Yes
20 Year/Any Age Retirement	No	No
Vesting	5 years	5 years
Supplemental Death Benefit	A & R	A & R
Contribution Rates	2024	2024
Normal Cost Rate	8.42%	10.06%
Prior Service Rate	<u>1.53%</u>	<u>3.26%</u>
Retirement Rate	9.95%	13.32%
Supplemental Death Rate	<u>0.27%</u>	<u>0.27%</u>
Total Contribution Rate	10.22%	13.59%
Unfunded Actuarial Liability	\$2,009,874	\$4,228,052
Amortization Period	20 years	20 years
Funded Ratio	93.2%	86.6%
Stat Max	12.50%	13.50%
Study Exceeds Stat Max	No	No

* As of the December 31, 2022 valuation date, there were 20 employees with service in other TMRS cities eligible for transfer USC.



STAFF REPORT

MEETING DATE: December 12, 2023

TITLE:

Consider action to approve Resolution No. R-2023-171 of the City Council of the City of Bastrop, Texas, approving a task order with MWM DesignGroup to provide the services of City Engineer in the amount of Sixty-Five Thousand Six Hundred and Fifty Dollars (\$65,650.00); attached in Exhibit B; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Fabiola de Carvalho, CFM, AMP MIAM, Executive Director of Engineering and Construction Management

BACKGROUND/HISTORY:

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

The City has been outsourcing the City Engineer services to better manage the development and engineering needs, which can include, but are not limited to: civil engineering, plan review, and project management.

The City has recently hired a new staff member, Greg McCaffery, for the Assistant Director of Engineering and Capital Project Management position, and to take on the role and responsibilities of City Engineer. Mr. McCaffery is a Professional Engineer licensed in the state of Texas and also a Certified Floodplain Manager.

The attached task order with MWM DesignGroup will appoint Tony Buonodono to continue to serve as City Engineer for the fifth year. By extending Mr. Buonodono's contract, the City development and engineering team can be scalable, depending upon the level of activity from month to month, and have the ability to act quickly in the required 30-day timeframes, when needed and also to ease the transition from Mr. Buonodono's responsibilities to Mr. McCaffery. The City will only pay for City Engineering services when we need them

POLICY EXPLANATION:

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

FUNDING SOURCE:

FY24 Annual Budget – Funding allocated to City Engineer position.

RECOMMENDATION:

Consider action to approve Resolution No. R-2023-171 of the City Council of the City of Bastrop, Texas, approving a task order with MWM DesignGroup to provide the services of City Engineer in the amount of Sixty-Five Thousand Six Hundred and Fifty Dollars (\$65,650.00); attached in Exhibit B; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Exhibit A: Resolution No. R-2023-171
- Exhibit B: Task Order/Scope of Work



RESOLUTION NO. R-2023-171

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING A TASK ORDER WITH MWM DESIGNGROUP TO PROVIDE THE SERVICES OF CITY ENGINEER IN THE AMOUNT OF SIXTY-FIVE THOUSAND SIX HUNDRED AND FIFTY DOLLARS (\$65,650.00).; ATTACHED IN EXHIBIT B; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

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

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop, Texas this 12th day of December 2023.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

**TASK ORDER
SCOPE OF SERVICES**

**CITY OF BASTROP
CITY ENGINEER AND DEVELOPMENT REVIEW SERVICES
October 27, 2023**

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

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

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

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

SCOPE OF SERVICES

City Engineer

Task 1: Project Management and Review Coordination

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

Task 2: Development Review Committee Reviews and Meetings

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

Task 3: City Council Meetings

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

Task 4: Other City Engineer Tasks

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

EXCLUDED SERVICES

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

SCHEDULE OF COMPENSATION

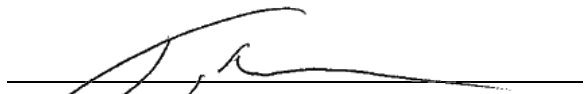
City Engineer Services, Tasks 1-4 described above, will be provided on time and materials basis for an amount not to exceed of \$65,650.00 based on the attached standard hourly rate schedule for a duration of 12 months. Due to the uncertain nature of the tasks performed, it is not guaranteed that all services can be performed for the full 12-month duration. If the budget is expended, additional services will be required to increase the allowable budget for services to continue.

ATTACHMENTS

- Attachment A: Fee Breakdown
- Attachment B: Standard Hourly Rates

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

Approved:



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

October 27, 2023
Date

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

 Sylvia Carrillo, ICMA-CM, CPM
 City Manager

Date

City of Bastrop
1311 Chestnut Street
Bastrop, Texas 78602

MWM DesignGroup Fee Breakdown			
Date: 10/27/2023			
Project: Bastrop City Engineer			
Time and Materials			
TASK DESCRIPTION	LICENSED PROFESSIONAL / PMV	TOTAL HOURS	TOTAL FEE
City Engineer			
Task 1: Project Management and Review Coord.	24	24	\$ 6,600.00
Task 3: DRC Reviews and Meetings (50)	100	100	\$ 27,500.00
Task 4: City Council Meetings (10)	20	20	\$ 5,500.00
Task 5: Other City Engineer Tasks (15/mo)	90	90	\$ 24,750.00
Subtotal	234	234	\$ 64,350.00
Reimbursable Expenses			
Mileage (approx. 26 trips * 80 miles * \$0.625/mi)			\$ 1,300.00
Subtotal			\$ 1,300.00
Summary			
Labor			\$ 64,350.00
Reimbursable Expenses			\$ 1,300.00
TOTAL			\$ 65,650.00

2023
MWM DesignGroup Rates

Labor Categories	
Licensed Professional VI / Sr Principal	\$ 320.00
Licensed Professional V / Principal	\$ 275.00
Licensed Professional IV / Sr Project Manager	\$ 260.00
Licensed Professional III / Sr Project Manager	\$ 225.00
Licensed Professional II/ Project Manager	\$ 205.00
Project Engineer II	\$ 162.00
Project Engineer I	\$ 145.00
Project Surveyor	\$ 140.00
Project Architect II	\$ 156.00
Project Architect I	\$ 115.00
Arch/Eng Support Staff III	\$ 140.00
Arch/Eng Support Staff II	\$ 130.00
Arch/Eng Support Staff I	\$ 100.00
CADD Manager	\$ 155.00
Sr Technician	\$ 130.00
Technician II	\$ 117.00
Technician I	\$ 100.00
Contracts Specialist	\$ 120.00
Administrative Support	\$ 84.00
Permitting Specialist II	\$ 145.00
Permitting Specialist I	\$ 100.00
3 Person Field Crew	\$ 249.00
2 Person Field Crew	\$ 193.00
1 Person Field Crew	\$ 126.00



STAFF REPORT

MEETING DATE: December 12, 2023

TITLE:

Consider action to approve the second reading of Ordinance No. 2023-42 of the Bastrop City Council of the City of Bastrop, Texas, amending the Bastrop Code of Ordinances Chapter 1 General Provisions, Article 1.10 Parks, Section 1.10.002 Park Rules; and providing for findings of fact, repealer, severability, codification, effective date, proper notice and meeting.

STAFF REPRESENTATIVE:

Terry Moore, Recreation Manager

BACKGROUND/HISTORY:

Currently in the Bastrop code of Ordinances Chapter 1 General Provisions, Article 1.10 Parks, Section 1.10.002 Park Rules, it is a violation to enter, wade, swim or engage in any aquatic activity in any portion of the Colorado River in city parks.

We are recommending updating the ordinance with the following language:

The public may enter, wade, swim, or engage in any aquatic activity at their own risk and shall obey all posted signs. No lifeguards will be on duty on the banks of the Colorado River. Furthermore, the City of Bastrop does not assume any liability for any persons swimming in the Colorado River.

FISCAL IMPACT:

Cost of signage.

RECOMMENDATION:

Staff recommends approval of Ordinance 2023-42

ATTACHMENTS:

- Ordinance No. 2023-42

CITY OF BASTROP, TX
ORDINANCE NO. 2023-42

AMENDING CITY PARK RULES AND REGULATIONS

AN ORDINANCE OF THE CITY OF BASTROP, TEXAS, AMENDING THE BASTROP CODE OF ORDINANCES CHAPTER 1 GENERAL PROVISIONS, ARTICLE 1.10 PARKS, SECTION 1.10.002 PARK RULES; 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, the City Council desires to update the rules and regulations applicable to City parks; and

WHEREAS, the City Council finds certain amendments to 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 reasonable and necessary.

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: ARTICLE 1.10 – Parks, Section 1.10.002 – Park Rules of the City of Bastrop Code of Ordinances 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.

PASSED & APPROVED on First Reading by the City Council of the City of Bastrop, on this, the 7th day of November 2023.

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

APPROVED:

by: _____
Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

City of Bastrop

Code of Ordinances Chapter 1

ARTICLE 1.10 – Parks

SEC. 1.10.002 – Park Rules

Swimming or wading in Colorado River.

(1) ~~It is an offense and a violation of this subsection for any person, child or adult to enter, wade, swim, or engage in any aquatic activity in any portion of the Colorado River in the city parks.~~ The public may enter, wade, swim, or engage in any aquatic activity at their own risk and shall obey all posted signs. No lifeguards will be on duty on the banks of the Colorado River. Furthermore, the City of Bastrop does not assume any liability for any persons swimming in the Colorado River.

(2) ~~Exception: The public shall be allowed to enter the water while in the process of embarking or disembarking any boat, canoe or any other flotation device upon waters of the Colorado River.~~

City of Bastrop

Code of Ordinances Chapter 1

ARTICLE 1.10 – Parks

SEC. 1.10.002 – Park Rules

Swimming or wading in Colorado River.

(1) The public may enter, wade, swim, or engage in any aquatic activity at their own risk and shall obey all posted signs. No lifeguards will be on duty on the banks of the Colorado River. Furthermore, the City of Bastrop does not assume any liability for any persons swimming in the Colorado River.



STAFF REPORT

MEETING DATE: December 12, 2023

TITLE:

Consider action to approve Resolution No. R-2023-178 of the City Council of the City of Bastrop, Texas regarding the Bastrop Central Appraisal District (CAD) election voting for the 2024 Board of Directors; establishing a repealing clause; and providing an effective date.

STAFF REPRESENTATIVE:

Ann Franklin, City Secretary

BACKGROUND/HISTORY:

There are seven (7) board of directors on the ballot for election. The five candidates who receive the largest cumulative vote totals will become the five appointed board of directors. The City of Bastrop receives 192 votes based on the proportion of the 2022 levy. The 192 votes may be cast: 100% of the votes cast for one candidate; 192 votes divided equally among the five candidates; or 192 votes divided among however many candidates desired. The number of votes should equal 192.

RECOMMENDATIONS:

Consider action to approve Resolution No. R-2023-178 of the City Council of the City of Bastrop, Texas regarding the Bastrop Central Appraisal District (CAD) election voting for the 2024 Board of Directors; establishing a repealing clause; and providing an effective date.

ATTACHMENTS:

- Resolution
- Allocation of Votes

RESOLUTION R-2023-178

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, REGARDING THE BASTROP CENTRAL APPRAISAL DISTRICT ELECTION VOTING FOR THE 2024 BOARD OF DIRECTORS; ESTABLISHING A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City of Bastrop participates in the Bastrop Central Appraisal District; and

WHEREAS, under the Texas Property Tax Code, Section 6.03, appointment of the Bastrop Central Appraisal District's Board of Directors is the responsibility of the governing bodies of the taxing entities of Bastrop County; and

WHEREAS, the City of Bastrop is allocated 192 votes out of a total of 5,000 to cast for the candidate(s) of its choice; and

WHEREAS, the City of Bastrop met in open session to consider the casting of the votes to which they are entitled; and

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

The City of Bastrop does hereby **RESOLVE** to cast their votes for the following individual(s) as a Member of the Bastrop Central Appraisal District Board of Directors.

Candidate(s)

Votes Cast:

Archer, William (Bill)

Bezner, Justin

Glass, David

Harkins, Pamela

Ralph, Jeannie

Redd, David

Tiner, Stacy

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 12th day of December, 2023.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



**CALCULATIONS for VOTING ENTITLEMENT
BASTROP CENTRAL APPRAISAL DISTRICT
2024 BOARD OF DIRECTORS**

ENTITY	2022 LEVY	TOTAL LEVY						VOTES
Bastrop County	\$ 47,632,352	/ \$ 200,976,059	X	1,000 =	237.0051	X	5 =	1,185
Bastrop ISD	\$ 93,188,957	/ \$ 200,976,059	X	1,000 =	463.6819	X	5 =	2,318
Bastrop City	\$ 7,737,012	/ \$ 200,976,059	X	1,000 =	38.4972	X	5 =	192
Elgin ISD	\$ 26,676,988	/ \$ 200,976,059	X	1,000 =	132.7371	X	5 =	664
Elgin City	\$ 4,463,197	/ \$ 200,976,059	X	1,000 =	22.2076	X	5 =	111
Lexington ISD	\$ 52,013	/ \$ 200,976,059	X	1,000 =	0.2588	X	5 =	1
McDade ISD	\$ 1,794,125	/ \$ 200,976,059	X	1,000 =	8.9271	X	5 =	45
Smithville ISD	\$ 15,450,354	/ \$ 200,976,059	X	1,000 =	76.8766	X	5 =	384
Smithville City	\$ 2,120,323	/ \$ 200,976,059	X	1,000 =	10.5501	X	5 =	53
ACC-Elgin	\$ 1,860,738	/ \$ 200,976,059	X	1,000 =	9.2585	X	5 =	46
Total Number of Votes								5,000



STAFF REPORT

MEETING DATE: December 12, 2023

TITLE:

Consider action to approve Resolution No. R-2023-169 of the City Council of the City of Bastrop, Texas, approving the Bastrop Cultural Arts Commission to accept a grant in the amount of Eight Thousand and 00/100 Dollars (\$8,000) from the Texas Commission on the Arts for administrative program costs.

AGENDA ITEM SUBMITTED BY:

Submitted by: Candice Butts, Main Street Manager

BACKGROUND/HISTORY:

The Bastrop Cultural Arts Commission has applied for and been awarded a \$8,000 Arts Create grant to help with administrative costs for the Cultural Arts Commission. This funding will support the regular cleaning of the City's bronzes in town, art education materials, and artist fees. This assistance will give the Commission the ability to focus on improving the Bastrop's thriving Cultural District through printed art education materials and new cultural projects.

POLICY EXPLANATION:

The City of Bastrop's Finance Policy requires all grants to be formally accepted by the City Council.

FUNDING SOURCE:

Texas Commission on the Arts

RECOMMENDATION:

Candice Butts, Main Street Manager recommends approval of Resolution No. R-2023-169 of the City Council of the City of Bastrop, Texas, accepting a Texas Commission on the Arts Grant in the amount of \$8,000.

ATTACHMENTS:

- Resolution No. R-2023-169

RESOLUTION NO. R-2023-169

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS TO APPROVE RESOLUTION NO. R-2023-169 OF THE CITY COUNCIL OF BASTROP, TEXAS APPROVING THE BASTROP CULTURAL ARTS COMMISSION TO ACCEPT A GRANT IN THE AMOUNT OF EIGHT THOUSAND AND 00/100 (\$8,000) FROM THE TEXAS COMMISSION ON THE ARTS FOR ADMINISTRATIVE PROGRAM COSTS, 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 Cultural Arts Commission utilize a grant that has been rewarded to it from the Texas Commission on the Arts to cover administrative costs associated with public art maintenance and art education in Bastrop. The grant requires a match of \$8,000.

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 Commission on the Arts grant in the amount of \$8,000.

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 December 2023.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

November 15, 2023

Bastrop Cultural Arts Commission
1311 Chestnut Street
Bastrop, TX 78602

Dear Bastrop Cultural Arts Commission,

Please find the contract package for your **Arts Create-** Grant ID: **77756604** below.

The contract must be signed by your organization's authorizing official, Sylvia Carrillo. If there has been a change of authorizing official and someone else needs to sign this contract, please reach out to me via email with a letter explaining the change.

For more detailed information about TCA grants, including tips on how to make your reporting easier, please visit the section "Managing Your Grant" in your online Fluxx account.

TCA requires all grant recipients to contact their state legislators to share news about their grant award and thank them for making these funds available. This is an opportunity to educate your elected officials about the work that you do in your community. You are welcome to combine grants in a single letter, but you will need to send a new set of letters for any additional grants awarded later in the fiscal year. If appropriate, additional thank-you letters sent to your legislators from the children, audiences, and participants served by your TCA-funded grant are appreciated. These thank you letters should be uploaded directly into the Fluxx system for each awarded grant.

Please remember your grant payment is contingent upon the completion of any past grant reports, the receipt of your legislative thank you letters, the receipt of the signed contract, and the availability of state and/or federal funds.

If changes to the budget arise during the course of the project, amendments must be requested in writing in accordance with the Amendments and Changes section of the contract prior to the contract ending date. TCA has no flexibility around the fiscal year window (September 1 - August 31) but will always try to help your organization through project changes and transitions.

If you have questions or need additional information, please contact me via email kenneth@arts.texas.gov

Sincerely,



Kenneth Williams
Associate Director of Programs
Texas Commission on the Arts

GRANT ID: **77756604**

GRANT CONTRACT
BETWEEN
TEXAS COMMISSION ON THE ARTS
AND
BASTROP CULTURAL ARTS COMMISSION

STATE OF TEXAS ()

COUNTY OF TRAVIS ()

SECTION 1. PARTIES TO CONTRACT

This Contract (“Contract”) is made and entered into by and between the Texas Commission on the Arts (the “Commission”), an agency of the State of Texas and Bastrop Cultural Arts Commission (“Grantee”), hereinafter referred to collectively as “Parties.” The Commission enters into this Contract pursuant to Texas Government Code, Section 444.024, which gives the Commission authority to award grant money for advancing the state economically and culturally by investing in the arts.

SECTION 2. CONTRACT PERIOD

The period for performance of this Contract shall commence 09/01/23 and shall terminate 08/31/24.

SECTION 3. SERVICES

The Grantee shall, during the period of this Contract, provide the services, activities, and performances in accordance with Attachment A, which is attached hereto and made a part of this Contract for all purposes as if set forth in full herein.

SECTION 4. GRANT AWARD

In consideration of the Grantee's full and satisfactory performance of the obligations specified in this Contract and subject to the conditions stated under "Obligations of the Commission" and the "Matching Share" requirements detailed in the Terms and Conditions, which is attached hereto as Attachment B and made a part of this Contract, the Commission shall pay to the Grantee an amount not to exceed \$ 8,000. All funds provided by the Commission must be expended within the Contract period specified in Section 2.

SECTION 5. GRANT REPORT FORM

The Grantee shall submit to the Commission not later than 09/30/24, a properly completed Grant Report as specified in Attachment B.

SECTION 6. AMENDMENTS AND CHANGES

This Contract is the entire agreement of the Parties. Any changes, deletions, extensions, or amendments to this Contract shall be in writing and signed by both Parties prior to the ending date of this Contract as specified in Section 2. Any other attempted changes including oral modifications, written notices not signed by both Parties, or other modifications of any type shall be invalid.

GRANT ID: **77756604**

TEXAS COMMISSION ON THE ARTS
CONTRACT FOR SERVICES

SECTION 7. MUTUAL OBLIGATIONS

The Parties hereto have severally and collectively agreed and, by the execution of this Contract, are bound to the mutual obligations and to the performances and accomplishment of the tasks described herein, including the Terms and Conditions.

The terms of this Contract are accepted by the Parties. Persons signing are expressly authorized to obligate the Parties to the terms of this Contract.

GRANTEE

TEXAS COMMISSION ON THE ARTS

Signature of Authorized Official

Signature of Authorized Official

Date

Date

Sylvia Carrillo
Bastrop Cultural Arts Commission
1311 Chestnut Street
Bastrop, TX 78602

ATTACHMENT A

GRANT ID: 77756604
Arts Create - Operational Support
Bastrop Cultural Arts Commission

TCA Award Amount: **\$8,000.00**

Required Matching Funds: **\$8,000.00**

Total Grant Budget: **\$16,000.00**

Grant Budget Expense Items	Matching Expenses	TCA Funded Expenses
Administrative salaries, contracts, benefits		
Artistic salaries, contracts, benefits	\$4,000.00	\$2,000.00
Facility Costs		
Marketing & Promotion	\$4,000.00	\$1,000.00
Program/Exhibit production costs		
Subgranting / Pass thru funds		
Other expenses: regular cleaning/maintenance of City owned bronze statues in town		\$5,000.00
EXPENSE TOTALS	\$8,000.00	\$8,000.00

ATTACHMENT B
TERMS AND CONDITIONS

A. OBLIGATIONS OF GRANTEE

A.1. Assurances

The Grantee shall perform its obligations under this Contract in compliance with all of the terms and conditions of this Contract; applicable requirements of the Commission and the National Endowment for the Arts (NEA); and all applicable federal and state laws, rules and regulations, directives, and guidelines including, but not limited to, the follow:

- a. Texas Online Arts Plan: A Guide to Programs and Services, Revised December 2022.
- b. 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. 29 CFR Part 505 Labor Standards on Projects or Productions Assisted by Grants from the National Endowment for the Arts and Humanities; Final Rule.

The provisions of such requirements are hereby incorporated by reference into this Contract.

Under Section 231.006 Family Code, the Grantee certifies that the individual or business entity named in the Contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate. An application for a Contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.

Grantee represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting information that contains a false statement or material misrepresentations made during the performance of a Contract is a material breach of Contract and may void the Contract.

Grantee represents and warrants that the individual submitting this document and the documents made part of this Contract is authorized to sign such documents on behalf of the Grantee and to bind the Grantee under this Contract.

Grantee shall maintain and retain all records relating to the performance of the Contract, including supporting fiscal documents adequate to ensure that claims for Contract funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Grantee for a period of four (4) years after the Contract expiration date or until all audit, claim, and litigation matters are resolved, whichever is later.

Grantee represents and warrants that it will maintain oversight to ensure that Contractors perform in accordance with the terms, conditions, and specifications of their Contracts or purchase orders.

Grantee assures and certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

By execution of this Contract the Grantee assures and certifies that it will comply with the regulations of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972 where applicable, the Drug-Free Workplace Act of 1988, as well as all regulations of the NEA issued pursuant to these statutes, and that it immediately will take any measures necessary to comply.

A.1. Assurances (continued)

By execution of this Contract the Grantee assures and certifies that it will comply with the Commission's enabling legislation, Texas Government Code, chapter 444.

Texas Government Code, Section 444.021(b) prohibits the Commission and its grantees from knowingly fostering, encouraging, promoting or funding any project, production, workshop and/or program which includes obscene material as defined in Section 43.21, Penal Code of Texas.

The Commission is committed to the principles of equal opportunity and affirmative action. The Commission will not knowingly discriminate among employees or applicants on the basis of race, color, religion, sex, national origin, age or physical handicap. These criteria will not be used by either the Commission or the Grantee when making decisions.

Grantee agrees to comply with applicable laws, executive orders, regulations and policies as well as Texas Government Code, [Chapter 783](#) (Uniform Grant and Contract Management Act), and the [Texas Comptroller's Texas Grant Management Standards](#) (TxGMS), including the Uniform Assurances and the Standard Financial Management Conditions included in TxGMS.

A.2. Matching Share

In the performance of services and activities under this Contract, the Grantee shall provide at least fifty percent (50%) of the total cost of such performance. This matching share shall be provided in compliance with OMB Circular A-102, OMB Circular A-110, and in accordance with the matching share indicated in the budget in Attachment A. Federal funds from the NEA may not be used as match if receiving federal funds from the Commission.

The Grantee's failure to provide the entire amount of its matching share to pay for Contract services during the Contract period will reduce the award from the Commission in a proportionate amount requiring reimbursement of the difference to the Commission.

A.3. Acknowledgment

- a. Crediting the Commission. A credit line and/or the Commission logo must appear in all published materials and announcements regarding this grant. The Commission logo can be found on our website at: <https://www.arts.texas.gov/logo>.
- b. Crediting NEA. If NEA funds are awarded as part of the Commission grant, a credit line must appear acknowledging support from the NEA. The National Endowment logo can be found on the website: <https://www.arts.gov/grants/manage-your-award/nea-logo>.

A.4. Reporting Requirements

a. Grant Report Form

The Grantee shall establish and maintain records, which shall reflect all receipts, obligations, and disbursements of funds for the project which is the subject of this Contract. Financial records, including substantiating documentation (e.g., payroll vouchers, invoices, bills) must be maintained. Following the termination of this Contract, the Grantee shall submit to the Commission a properly completed Grant Report Form by the date stipulated in Section 5.

b. Audit or Financial Review

Following the termination of this Contract, the Grantee shall provide the Commission with either:

1. a review of the Grantee's financial records covering the funds awarded under this Contract, prepared in compliance with guidelines established by the Commission; or,
2. an audit report covering the funds awarded under this Contract, prepared in compliance with Single Audit Act Amendments of 1996, OMB Circular A-133, and the Texas Grant Management Standards issued by the Texas Comptroller of Public Accounts. Grantees expending Federal funds equal to or in excess of \$750,000 within a fiscal year of the Grantee organization must comply with Federal audit requirements.

A.5. Monitoring

The Grantee shall give the Commission the right to examine the Grantee's records, files, books, or other written materials relating to this Contract and the right at reasonable times to inspect or otherwise evaluate the Grantee's work under this Contract. The Grantee shall cooperate with the Commission in arranging for and scheduling a site visit by a Commission employee or representative.

A.6. Use of Funds for Lobbying

The Grantee shall not use any of the funds paid by the Commission to the Grantee to influence the passage or defeat of any legislative measure or election of any candidate for public office.

B. OBLIGATIONS OF THE COMMISSION

The Commission shall not be liable to the Grantee for costs incurred or performances rendered by the Grantee before the commencement of this Contract or after the termination of this Contract.

The Grantee is an independent contractor. Therefore, the Commission is not responsible for any liability incurred by the Grantee.

C. PAYMENT BY THE COMMISSION

The Commission shall pay to the Grantee the amount specified in this Contract. This payment shall be made following the date requested for payment by the Grantee in its application for assistance. This payment is contingent upon the availability of State and/or Federal funds.

It is agreed and understood by all Parties that payments under the Contract are contingent upon Grantee's full and satisfactory performance of his/her/its obligation under this Contract, as well as, any and all outstanding contracts between the Grantee and the Commission. Full and satisfactory performance is to be determined by the Commission.

In that regard, in the event the Commission determines the Grantee has not provided full and satisfactory performance, the Commission has the right to withhold any and all payments due and owing the Grantee. Furthermore, in the event the Commission determines that the Grantee has not provided full and satisfactory performance, all monies paid out under this Contract will be immediately due and repayable to the Commission.

C. PAYMENT BY THE COMMISSION (continued)

Notwithstanding any other provision of this Contract, payment by the Commission under this Contract is expressly contingent upon Grantee's submission to the Commission of Grant Report Form(s) which are due under other Contracts between the Grantee and the Commission, and the proper completion of any outstanding Contractual obligations with the Commission.

In accordance with Section 2262.154 of the Texas Government Code, Grantee understands that acceptance of funds under this Contract acts as acceptance of the authority of (1) the State Auditor to conduct an audit or investigation on any entity receiving funds from the state directly under this Contract or indirectly through a subcontract under this Contract; and (2) acceptance of funds directly under this Contract or indirectly under through a subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with these funds. Any entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit.

D. VENUE PROVISION

For any dispute arising out of this Contract and resulting in litigation, venue shall be mandatory only in Travis County, Texas. This Contract shall be governed by and construed in accordance with the laws of the State of Texas.

D.1. The dispute resolution process provided in chapter 2260 of the Texas Government Code must be used by the Commission and Grantee to attempt to resolve all disputes arising under this Contract.

a. A Grantee's claims for breach of this Contract that cannot be informally resolved with the Commission shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Government Code. To initiate the process, the Grantee shall submit written notice, as required by subchapter B, to the Commission. Said notice shall specifically state that the provisions of Ch. 2260, subchapter B are being invoked. A copy of the notice shall also be given to all other representatives of the Commission and the Grantee otherwise entitled to notice under the Parties' Contract. Compliance by the Grantee with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code.

b. The contested case process provided in Chapter 2260, subchapter C, of the Government Code is the Grantee's sole and exclusive process for seeking a remedy for any and all alleged breaches of Contract by the Commission if the Parties are unable to resolve their disputes under subparagraph (a) of this paragraph.

c. Compliance with the contested case process provided in Subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this Contract by the Commission nor any other conduct of any representative of the Commission in relation to the Contract shall be considered a waiver of sovereign immunity to suit.

E. MISCELLANEOUS PROVISIONS

a. Texas Public Information Act - Notwithstanding any provisions of this Contract to the contrary, Grantee understands that the Commission will comply with the Texas Public Information Act, Texas Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas.

E. MISCELLANEOUS PROVISIONS (continued)

b. Force Majeure – The Commission shall not be responsible for performance under this Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Commission.

Grantee shall not be liable for non-performance or delay in performance of a requirement under this Contract if such non-performance or delay is due to one of the following occurrences, which occurrence must not be preventable through the exercise of reasonable diligence, be beyond the control of the Grantee, cannot be circumvented through the use of alternate sources, work-around plans, or other means and occur without its fault or negligence: pandemic; fire; flood; lightning strike; weather damage; earthquake; tornado; hurricane; snow or ice storms; equipment break down; acts of war, terrorism, riots, or civil disorder; strikes and disruption or outage of communications, power, or other utility.

Notwithstanding anything to the contrary in this provision, the requirements that funds be paid out within the current State fiscal year, unmatched grant money be returned by Grantee, and grant funds be expended, matched and services performed within the State Fiscal Year shall not be affected.

c. Indemnification

Acts or Omissions

GRANTEE SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE COMMISSION, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF THE GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE TEXAS OFFICE OF THE ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. GRANTEE AND THE OAG AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

Infringements

GRANTEE SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND OAG FROM ANY AND ALL THIRD-PARTY CLAIMS INVOLVING INFRINGEMENT OF UNITED STATES PATENTS, COPYRIGHTS, TRADE AND SERVICE MARKS, AND ANY OTHER INTELLECTUAL OR INTANGIBLE PROPERTY RIGHTS IN CONNECTION WITH THE PERFORMANCES OR ACTIONS OF GRANTEE PURSUANT TO THIS CONTRACT. GRANTEE AND THE COMMISSION AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. GRANTEE SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OAG WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG.

d. Termination

Termination for Convenience. The Commission may, at its sole discretion, terminate this Contract without recourse, liability or penalty, immediately upon written notice to the Grantee. Grantee may, at its sole discretion, terminate this Contract upon written notice to the Commission; however, such termination shall not be effective until grant funds have been returned to the Commission in full.

Termination for Cause. In the event that Grantee fails to perform or comply with an obligation of the terms, conditions and provisions of this Contract, the Commission may, upon written notice of the breach to Grantee, immediately terminate this Contract.



STAFF REPORT

MEETING DATE: December 12, 2023

TITLE:

Consider action to approve Resolution No. R-2023-170 of the City Council of the City of Bastrop, Texas, approving the Bastrop Cultural Arts Commission to accept a grant in the amount of Sixteen Thousand and Two Hundred and 00/100 Dollars (\$16,200) from the Texas Commission on the Arts for a Cultural Arts District Project.

AGENDA ITEM SUBMITTED BY:

Submitted by: Candice Butts, Main Street Manager

BACKGROUND/HISTORY:

The Bastrop Cultural Arts Commission has applied for and been awarded a \$16,200 Cultural Arts District Project grant to help fund a public art piece in Bastrop. This funding will support the installation of a public piece to celebrate Bastrop's Bird City designation. This piece will be part of a series of pieces to celebrate Bastrop as a Bird City. Pieces will be installed along Chestnut Street beginning at the Cultural District's gateway located at Chestnut Street and State Highway 95 with the goal of drawing visitors to the cultural district and cultivating awareness of art in Bastrop.

POLICY EXPLANATION:

The City of Bastrop's Finance Policy requires all grants to be formally accepted by the City Council.

FUNDING SOURCE:

Texas Commission on the Arts

RECOMMENDATION:

Candice Butts, Main Street Manager recommends approval of Resolution No. R-2023-170 of the City Council of the City of Bastrop, Texas, accepting a Texas Commission on the Arts Grant in the amount of \$16,200.

ATTACHMENTS:

- Resolution No. R-2023-170

RESOLUTION NO. R-2023-170

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS TO APPROVE RESOLUTION NO. R-2023-170 OF THE CITY COUNCIL OF BASTROP, TEXAS APPROVING THE BASTROP CULTURAL ARTS COMMISSION TO ACCEPT A GRANT IN THE AMOUNT OF SIXTEEN THOUSAND AND TWO HUNDRED AND 00/100 DOLLARS (\$16,200.00) FROM THE TEXAS COMMISSION ON THE ARTS FOR A CULTURAL ARTS DISTRICT PROJECT, 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 Cultural Arts Commission utilize a grant that has been rewarded to it from the Texas Commission on the Arts to assist with funding a public art piece to celebrate Bastrop's Bird City designation. The grant requires a match of \$16,200.

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 Commission on the Arts grant in the amount of \$16,200.

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 December 2023.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

November 15, 2023

Bastrop Cultural Arts District
1311 Chestnut Street
Bastrop, TX 78602

Dear Bastrop Cultural Arts District,

Please find the contract package for your **Cultural District Project**- Grant ID: **77757176** below.

The contract must be signed by your organization's authorizing official, Sylvia Carrillo. If there has been a change of authorizing official and someone else needs to sign this contract, please reach out to me via email with a letter explaining the change.

For more detailed information about TCA grants, including tips on how to make your reporting easier, please visit the section "Managing Your Grant" in your online Fluxx account.

TCA requires all grant recipients to contact their state legislators to share news about their grant award and thank them for making these funds available. This is an opportunity to educate your elected officials about the work that you do in your community. You are welcome to combine grants in a single letter, but you will need to send a new set of letters for any additional grants awarded later in the fiscal year. If appropriate, additional thank-you letters sent to your legislators from the children, audiences, and participants served by your TCA-funded grant are appreciated. These thank you letters should be uploaded directly into the Fluxx system for each awarded grant.

Please remember your grant payment is contingent upon the completion of any past grant reports, the receipt of your legislative thank you letters, the receipt of the signed contract, and the availability of state and/or federal funds.

If changes to the budget arise during the course of the project, amendments must be requested in writing in accordance with the Amendments and Changes section of the contract prior to the contract ending date. TCA has no flexibility around the fiscal year window (September 1 - August 31) but will always try to help your organization through project changes and transitions.

If you have questions or need additional information, please contact me via email kenneth@arts.texas.gov

Sincerely,



Kenneth Williams
Associate Director of Programs
Texas Commission on the Arts

GRANT ID: **77757176**

GRANT CONTRACT
BETWEEN
TEXAS COMMISSION ON THE ARTS
AND
BASTROP CULTURAL ARTS DISTRICT

STATE OF TEXAS ()

COUNTY OF TRAVIS ()

SECTION 1. PARTIES TO CONTRACT

This Contract (“Contract”) is made and entered into by and between the Texas Commission on the Arts (the “Commission”), an agency of the State of Texas and Bastrop Cultural Arts District (“Grantee”), hereinafter referred to collectively as “Parties.” The Commission enters into this Contract pursuant to Texas Government Code, Section 444.024, which gives the Commission authority to award grant money for advancing the state economically and culturally by investing in the arts.

SECTION 2. CONTRACT PERIOD

The period for performance of this Contract shall commence 09/01/23 and shall terminate 08/31/24.

SECTION 3. SERVICES

The Grantee shall, during the period of this Contract, provide the services, activities, and performances in accordance with Attachment A, which is attached hereto and made a part of this Contract for all purposes as if set forth in full herein.

SECTION 4. GRANT AWARD

In consideration of the Grantee's full and satisfactory performance of the obligations specified in this Contract and subject to the conditions stated under "Obligations of the Commission" and the "Matching Share" requirements detailed in the Terms and Conditions, which is attached hereto as Attachment B and made a part of this Contract, the Commission shall pay to the Grantee an amount not to exceed \$ 16,200. All funds provided by the Commission must be expended within the Contract period specified in Section 2.

SECTION 5. GRANT REPORT FORM

The Grantee shall submit to the Commission not later than 09/30/24, a properly completed Grant Report as specified in Attachment B.

SECTION 6. AMENDMENTS AND CHANGES

This Contract is the entire agreement of the Parties. Any changes, deletions, extensions, or amendments to this Contract shall be in writing and signed by both Parties prior to the ending date of this Contract as specified in Section 2. Any other attempted changes including oral modifications, written notices not signed by both Parties, or other modifications of any type shall be invalid.

GRANT ID: **77757176**

TEXAS COMMISSION ON THE ARTS
CONTRACT FOR SERVICES

SECTION 7. MUTUAL OBLIGATIONS

The Parties hereto have severally and collectively agreed and, by the execution of this Contract, are bound to the mutual obligations and to the performances and accomplishment of the tasks described herein, including the Terms and Conditions.

The terms of this Contract are accepted by the Parties. Persons signing are expressly authorized to obligate the Parties to the terms of this Contract.

GRANTEE

TEXAS COMMISSION ON THE ARTS

Signature of Authorized Official

Signature of Authorized Official

Date

Date

Sylvia Carrillo
Bastrop Cultural Arts District
1311 Chestnut Street
Bastrop, TX 78602

ATTACHMENT A

GRANT ID: **77757176**
Cultural District Project - Enhancements to the District
Bastrop Cultural Arts District

TCA Award Amount: **\$16,200.00**

Required Matching Funds: **\$16,200.00**

Total Grant Budget: **\$32,400.00**

Grant Budget Expense Items	Matching Expenses	TCA Funded Expenses
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Artistic salaries, contracts, benefits	\$16,200.00	\$16,200.00
Facility Costs		
Marketing & Promotion		
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Other expenses:		
EXPENSE TOTALS	\$16,200.00	\$16,200.00

ATTACHMENT B TERMS AND CONDITIONS

A. OBLIGATIONS OF GRANTEE

A.1. Assurances

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- a. Crediting the Commission. A credit line and/or the Commission logo must appear in all published materials and announcements regarding this grant. The Commission logo can be found on our website at: <https://www.arts.texas.gov/logo>.
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1. a review of the Grantee's financial records covering the funds awarded under this Contract, prepared in compliance with guidelines established by the Commission; or,
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B. OBLIGATIONS OF THE COMMISSION

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In that regard, in the event the Commission determines the Grantee has not provided full and satisfactory performance, the Commission has the right to withhold any and all payments due and owing the Grantee. Furthermore, in the event the Commission determines that the Grantee has not provided full and satisfactory performance, all monies paid out under this Contract will be immediately due and repayable to the Commission.

C. PAYMENT BY THE COMMISSION (continued)

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D. VENUE PROVISION

For any dispute arising out of this Contract and resulting in litigation, venue shall be mandatory only in Travis County, Texas. This Contract shall be governed by and construed in accordance with the laws of the State of Texas.

D.1. The dispute resolution process provided in chapter 2260 of the Texas Government Code must be used by the Commission and Grantee to attempt to resolve all disputes arising under this Contract.

a. A Grantee's claims for breach of this Contract that cannot be informally resolved with the Commission shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Government Code. To initiate the process, the Grantee shall submit written notice, as required by subchapter B, to the Commission. Said notice shall specifically state that the provisions of Ch. 2260, subchapter B are being invoked. A copy of the notice shall also be given to all other representatives of the Commission and the Grantee otherwise entitled to notice under the Parties' Contract. Compliance by the Grantee with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code.

b. The contested case process provided in Chapter 2260, subchapter C, of the Government Code is the Grantee's sole and exclusive process for seeking a remedy for any and all alleged breaches of Contract by the Commission if the Parties are unable to resolve their disputes under subparagraph (a) of this paragraph.

c. Compliance with the contested case process provided in Subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this Contract by the Commission nor any other conduct of any representative of the Commission in relation to the Contract shall be considered a waiver of sovereign immunity to suit.

E. MISCELLANEOUS PROVISIONS

a. Texas Public Information Act - Notwithstanding any provisions of this Contract to the contrary, Grantee understands that the Commission will comply with the Texas Public Information Act, Texas Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas.

E. MISCELLANEOUS PROVISIONS (continued)

b. Force Majeure – The Commission shall not be responsible for performance under this Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Commission.

Grantee shall not be liable for non-performance or delay in performance of a requirement under this Contract if such non-performance or delay is due to one of the following occurrences, which occurrence must not be preventable through the exercise of reasonable diligence, be beyond the control of the Grantee, cannot be circumvented through the use of alternate sources, work-around plans, or other means and occur without its fault or negligence: pandemic; fire; flood; lightning strike; weather damage; earthquake; tornado; hurricane; snow or ice storms; equipment break down; acts of war, terrorism, riots, or civil disorder; strikes and disruption or outage of communications, power, or other utility.

Notwithstanding anything to the contrary in this provision, the requirements that funds be paid out within the current State fiscal year, unmatched grant money be returned by Grantee, and grant funds be expended, matched and services performed within the State Fiscal Year shall not be affected.

c. Indemnification

Acts or Omissions

GRANTEE SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE COMMISSION, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF THE GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE TEXAS OFFICE OF THE ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. GRANTEE AND THE OAG AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

Infringements

GRANTEE SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND OAG FROM ANY AND ALL THIRD-PARTY CLAIMS INVOLVING INFRINGEMENT OF UNITED STATES PATENTS, COPYRIGHTS, TRADE AND SERVICE MARKS, AND ANY OTHER INTELLECTUAL OR INTANGIBLE PROPERTY RIGHTS IN CONNECTION WITH THE PERFORMANCES OR ACTIONS OF GRANTEE PURSUANT TO THIS CONTRACT. GRANTEE AND THE COMMISSION AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. GRANTEE SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OAG WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG.

d. Termination

Termination for Convenience. The Commission may, at its sole discretion, terminate this Contract without recourse, liability or penalty, immediately upon written notice to the Grantee. Grantee may, at its sole discretion, terminate this Contract upon written notice to the Commission; however, such termination shall not be effective until grant funds have been returned to the Commission in full.

Termination for Cause. In the event that Grantee fails to perform or comply with an obligation of the terms, conditions and provisions of this Contract, the Commission may, upon written notice of the breach to Grantee, immediately terminate this Contract.



STAFF REPORT

MEETING DATE: December 12, 2023

TITLE:

Consider action to approve the first reading of Ordinance No. R-2023-43 of the City Council of the City of Bastrop, Texas, amending the Bastrop Code of Ordinances Chapter 11 Taxation, Article 11.02 Sales Tax, to amend Section 11.02.003 Economic Development Sales and Use Tax Levy and to enact Section 11.02.004 Street Maintenance and Repair Sales and Use Tax Levy; and providing for findings of fact, repealer, severability, codification, effective date, proper notice and meeting; and move to include on the January 9, 2024, Council agenda for second reading.

AGENDA ITEM SUBMITTED BY:

Submitted by: Laura Allen, Asst Finance Director

BACKGROUND/HISTORY:

The City Council of the City of Bastrop, held a special election on November 7, 2023, for the purpose of voting on Proposition A, which read:

“Without increasing the current combined rate of all local sales and use taxes imposed by the City of Bastrop, the adoption of a local sales and use tax within the City of Bastrop for the promotion and development of new and expanded business enterprises and any other purpose authorized by Texas Local Government Code Chapter 505, as amended, at the rate of one-eighth of one percent (0.125%), which is a reduction from the current local sales and use tax for this purpose at a rate of one-half of one percent (0.50%), and the adoption of an additional local sales and use tax within the City of Bastrop at the rate of three-eighths of one percent (0.375%) to provide revenue for maintenance and repair of municipal streets and any other purpose authorized by Texas Tax Code Chapter 327, as amended.”

The City Council canvassed the results of the November 7, 2023, special election on Proposition A and declared the results of the election that Proposition A was approved by a majority of the votes cast in Resolution No. R-2023-167.

The City has submitted notice to the Texas Comptroller of Public Accounts so that the changes in the local sales and use tax rates pursuant to Proposition A may take effect on April 1, 2024.

The City Council of the City of Bastrop, Texas finds certain amendments to the Bastrop Code of Ordinances necessary to codify the sales and use tax changes approved by the voters in Proposition A.

FISCAL IMPACT:

Creation of a Street Maintenance Fund and future budget amendments to both the future designated revenue fund as well as the Economic Development Fund.

RECOMMENDATION:

Laura Allen, Asst Finance Director, recommends approval of the first reading of Ordinance No. R-2023-43 of the City Council of the City of Bastrop, Texas, amending the Bastrop Code of Ordinances Chapter 11 Taxation, Article 11.02 Sales Tax, to amend Section 11.02.003 Economic Development Sales and Use Tax Levy and to enact Section 11.02.004 Street Maintenance and Repair Sales and Use Tax Levy: and providing for findings of fact, repealer, severability, codification, effective date, proper notice and meeting; and move to include on the January 9, 2024, Council agenda for second reading.

ATTACHMENTS:

- Ordinance No. 2023-43



CITY OF BASTROP, TX

ORDINANCE NO. 2023-43

AMENDING CITY SALES TAX

AN ORDINANCE OF THE CITY OF BASTROP, TEXAS, AMENDING THE BASTROP CODE OF ORDINANCES CHAPTER 11 TAXATION, ARTICLE 11.02 SALES TAX, TO AMEND SECTION 11.02.003 ECONOMIC DEVELOPMENT SALES AND USE TAX LEVY, AND TO ENACT SECTION 11.02.004 STREET MAINTENANCE AND REPAIR SALES AND USE TAX LEVY; AND PROVIDING FOR FINDINGS OF FACT, REPEALER, SEVERABILITY, CODIFICATION, EFFECTIVE DATE, PROPER NOTICE AND MEETING.

WHEREAS, on November 7, 2023, the City of Bastrop, Texas, held a special election for the purpose of voting on Proposition A, which read:

“Without increasing the current combined rate of all local sales and use taxes imposed by the City of Bastrop, the adoption of a local sales and use tax within the City of Bastrop for the promotion and development of new and expanded business enterprises and any other purpose authorized by Texas Local Government Code Chapter 505, as amended, at the rate of one-eighth of one percent (0.125%), which is a reduction from the current local sales and use tax for this purpose at a rate of one-half of one percent (0.50%), and the adoption of an additional local sales and use tax within the City of Bastrop at the rate of three-eighths of one percent (0.375%) to provide revenue for maintenance and repair of municipal streets and any other purpose authorized by Texas Tax Code Chapter 327, as amended.”; and

WHEREAS, the City Council by Resolution No. R-2023-167 canvassed the results of the November 7, 2023, special election on Proposition A and declared the results of the election that Proposition A was approved by a majority of the votes cast; and

WHEREAS, the City has submitted notice to the Texas Comptroller of Public Accounts so that the changes in the local sales and use tax rates pursuant to Proposition A may take effect on April 1, 2024; and

WHEREAS, the City Council finds certain amendments to the Bastrop Code of Ordinances necessary to codify the sales and use tax changes approved by the voters in Proposition A; and

WHEREAS, the City Council finds the attached amendments reasonable and necessary.

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 and Enactment: Article 11.02 Sales Tax, of the City of Bastrop Code of Ordinances, is hereby amended such that Section 11.02.003 Economic development sales and use tax levy is amended, and a new Section 11.02.003 Street maintenance and repair sales and use tax levy is enacted, so that these sections 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: After final passage, this Ordinance shall take effect on the latter of either April 1, 2024, 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.

READ & ACKNOWLEDGED on First Reading by the City Council of the City of Bastrop, on this, the 12th day of December 2023.

PASSED & APPROVED on Second Reading by the City Council of the City of Bastrop, on this, the ___ day of _____ 202__.

APPROVED:

by: _____
Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

City of Bastrop

Code of Ordinances Chapter 11

ARTICLE 11.02 Sales Tax

...

Sec. 11.02.003 Economic development sales and use tax levy.

There is hereby adopted and levied a local sales and use tax within the City of Bastrop for the promotion and development of new and expanded business enterprises and any other purpose authorized by Texas Local Government Code Chapter 505, as amended, at the rate of one-eighth of one percent (0.125%) ~~a 1/2 of 1% sales and use tax, for the benefit of the [economic development] corporation, pursuant to Tex. Rev. Civ. Stat. Ann. art. 5190.6, section 4B, as amended, as authorized at the election held in the city for such purpose on January 21, 1995~~ November 7, 2023.

Sec. 11.02.004 Street maintenance and repair sales and use tax levy.

There is hereby adopted and levied a local sales and use tax within the City of Bastrop at the rate of three-eighths of one percent (0.375%) to provide revenue for maintenance and repair of municipal streets and any other purpose authorized by Texas Tax Code Chapter 327, as amended, as authorized at the election held in the city for such purpose on November 7, 2023.

...

City of Bastrop
Code of Ordinances Chapter 11
ARTICLE 11.02 Sales Tax

...

Sec. 11.02.003 Economic development sales and use tax levy.

There is hereby adopted and levied a local sales and use tax within the City of Bastrop for the promotion and development of new and expanded business enterprises and any other purpose authorized by Texas Local Government Code Chapter 505, as amended, at the rate of one-eighth of one percent (0.125%), as authorized at the election held in the city for such purpose on November 7, 2023.

Sec. 11.02.004 Street maintenance and repair sales and use tax levy.

There is hereby adopted and levied a local sales and use tax within the City of Bastrop at the rate of three-eighths of one percent (0.375%) to provide revenue for maintenance and repair of municipal streets and any other purpose authorized by Texas Tax Code Chapter 327, as amended, as authorized at the election held in the city for such purpose on November 7, 2023.

...



STAFF REPORT

MEETING DATE: December 12, 2023

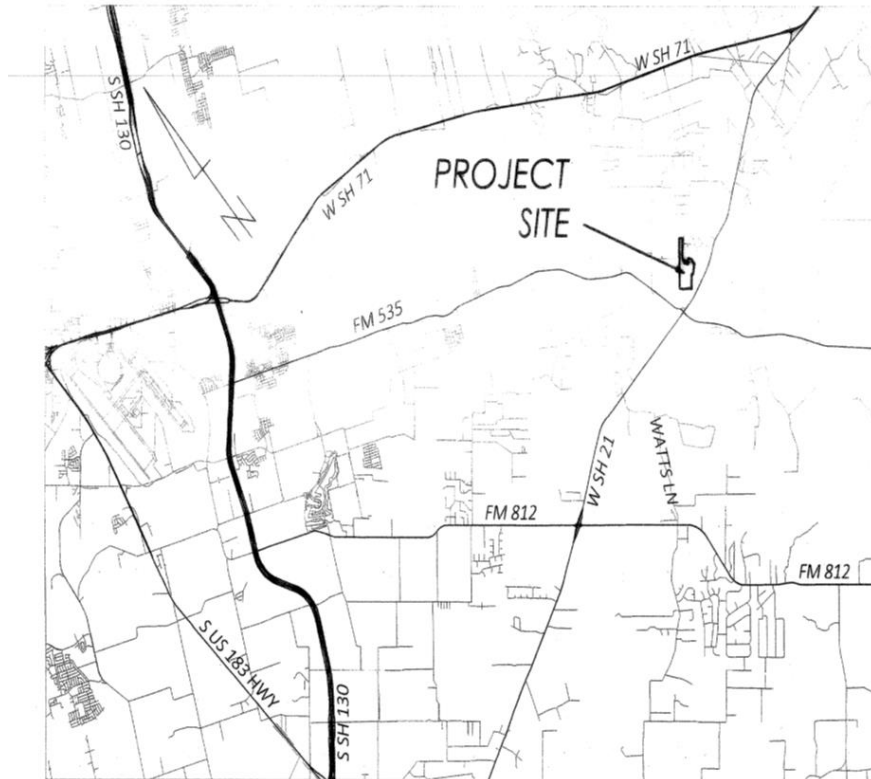
TITLE: Consider action to approve Resolution No. R-2023-179 of the City Council of the City of Bastrop, Texas, consenting to the annexation of certain territory into the Centex Drainage District; providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

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

BACKGROUND/HISTORY:

Las Alamedas Subdivision is located in the area of FM 21 and FM 325. The developer petitioned the Texas Commission of Environmental Quality and was successfully granted the creation of a drainage district under Article XVI, Section 59, of the Texas Constitution and under the Texas Water Code, Chapters 49 and 51.



VICINITY MAP
NOT TO SCALE

Similarly, La Con

The developer, Cayetano Development has been working closely with Bastrop County and its commissioners for the last year and a half to create Centex Drainage District, a WCID that is

annexing various subdivisions into the its service area. two of these subdivisions into the district, namely Las Alamedas and La Condesa, both of which are situated in Area B of the ETJ of the City of Bastrop. Condesa is located on Highway 95 north of Bastrop, while Las Alamedas is on Highway 21 southwest of town. To proceed with the annexation, the district requires the city's consent since these tracts are located within the ETJ. This consent is in the form of a resolution approved by the city council. The action today relates to Las Alamedas.

Typically, developers create HOAs or POAs to handle drainage maintenance. However, our experience has shown that this model often falls short. HOAs may lower their dues or become financially unsustainable, leading to a lack of available funds when they are most needed.

From Dub Robinson, development attorney, *“The establishment of this WCID offers a solution to these challenges. By having a dedicated WCID in place, the county will have a streamlined and efficient way to address maintenance and drainage issues within the subdivisions. A simple call to the WCID will allow for on-site intervention, reducing the reliance on the county and providing a more efficient resolution to community concerns. We have already contracted a stormwater management company that handles routine maintenance of the subdivisions.”*

FISCAL IMPACT:

None

RECOMMENDATION:

Approve the creation of the drainage district.

ATTACHMENTS:

- 1. Resolution
- 2. Order Creating the District
- 3. Location Map

Resolution No. R-2023-179

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, GRANTING CONSENT TO THE ANNEXATION OF 251.294 ACRES OF LAND INTO THE CENTEX DRAINAGE DISTRICT

WHEREAS, the City of Bastrop, Texas (the “City”), received a request for consent to the annexation of approximately 251.294 acres of land (the “Land”) into the Centex Drainage District (the “District”), said Land is partially or wholly within the City’s extraterritorial jurisdiction; and

WHEREAS, the District was duly created and organized under the terms and provisions of Article XVI, Section 59 of the Constitution of Texas, and Chapters 49 and 51, of the Texas Water Code, as amended; and

WHEREAS, applicable Texas law provides that land within a city or within the extraterritorial jurisdiction of a city may not be included within a district without such city’s consent; **NOW, THEREFORE**,

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

Section 1. The City Council of the City hereby grants its written consent to the annexation of the Land described in **Exhibit A** into the District.

Section 2. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof has been discussed, considered and formally acted upon. City Council further ratifies, approves, and confirms such written notice and the contents and posting thereof.

Section 3. This Resolution shall take effect immediately upon its first and final reading and the passage and approval.

PASSED AND ADOPTED the 12th day of December, 2023.

Mayor

ATTEST:

City Secretary



SPOT ON SURVEYING

Land Surveying & Mapping

Item 12E.

EXHIBIT "A"

FIELD NOTES-METES AND BOUNDS DESCRIPTION

BEING 251.294 ACRES OF LAND, MORE OR LESS, IN THE COUNTY OF BASTROP, STATE OF TEXAS OUT OF THE ADDISON LITTON SURVEY, ABSTRACT NO. 45, SITUATED IN BASTROP COUNTY, TEXAS, BEING ALL OF THAT CERTAIN 116 ACRE TRACT OF LAND, CALLED TRACT 1, ALL OF THAT CERTAIN 100 ACRE TRACT OF LAND, CALLED TRACT 2 AND ALL OF THAT CERTAIN 18 ACRE TRACT OF LAND, CALLED TRACT 3, CONVEYED TO SHARON COOPER AND DAVID K. TURNER BY EXECUTOR'S DISTRIBUTION DEED WITHOUT WARRANTY RECORDED IN INSTRUMENT NUMBER 201818288, OFFICIAL PUBLIC RECORDS, BASTROP COUNTY, TEXAS, (O.P.R.B.C.TX.), SAID 251.294 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a found 1/2" iron rod being accepted as the North corner of that certain 9.687 acre tract of land, conveyed to 100 Cedar Creek, LLC in General Warranty Deed as Tract One per Instrument No. 201510567, (O.P.R.B.C.TX.), also being accepted as an angle point in the Southeasterly limits of said 251.294 acre tract hereof;

THENCE S 41° 50' 55" W, 367.44 feet with the common Northwesterly limits of said 9.687 acre tract and the Southeasterly limits of said 251.294 acre tract to a found 1/2" iron rod, said point being accepted as the East corner of said 9.687 acre tract, also being the North corner of that certain 8.474 acre tract of land conveyed to Gibby Creek, L.P. by Warranty Deed with Vendor's Lien recorded in Volume 1997, Page 465, (O.P.R.B.C.TX.);

THENCE with the common Northwesterly limits of said 8.474 acre tract and the Southeasterly limits of said 251.294 acre tract, the following two (2) courses;

1. S 44° 16' 24" W, 493.23 feet to a found 1/2" iron rod;
2. S 43° 48' 57" W, 132.33 feet to a found 1/2" iron rod, said point being accepted as the West corner of said 8.474 acre tract, also being the North corner of Lot 2, Song of Solomon Subdivision, being a subdivision in Bastrop County Texas per map or plat recorded in Cabinet 5, Page 196-A, Plat Records, Bastrop County, Texas (P.R.B.C.TX.) and conveyed to Irma Laura Castro and Juan Morales Castro by Warranty Deed with Vendor's Lien recorded as Instrument No. 201214208, (O.P.R.B.C.TX.);

THENCE S 43° 21' 59" W, 295.90 feet with the common Northwesterly limits of said Lot 2 and the Southeasterly limits of said 251.294 acre tract to a found 1/2" iron rod, said point being accepted as the West corner of said Lot 2, also being accepted as the North corner of that certain 2.816 acre tract of land conveyed to 1112 Homestead, LLC by General Warranty Deed recorded as Instrument No. 201712061, (O.P.R.B.C.TX.);

THENCE with the common Northwesterly and Southwesterly limits of said 2.816 acre tract and the Southeasterly limits of said 251.294 acre tract, the following two (2) courses;

1. S 43° 23' 53" W, 623.68 feet to a found 1/2" iron rod with cap stamped "RPLS 1753";
2. S 04° 18' 22" E, 63.39 feet to a found 1/2" iron rod with cap stamped "RPLS 1753", said point being accepted as the South corner of said 2.816 acre tract, also being accepted as a point on the curved Northwesterly Right of Way limits of State Highway 21, 100 feet wide, said curve being concave Northwesterly, having a radius of 5679.58 feet, also being the South corner of said 2.816 acre tract, and for an angle point hereof, for reference a found iron rod with cap stamped RPLS 1753 being accepted as the Northeasterly terminus of said curve bears N 75° 08' 20" E, 336.56 feet from said point;

THENCE Southwesterly with said common curved Right of Way limits and the Southeasterly limits of said 251.294 acre tract to the right through a central angle of 00° 38' 23" an arc length of 63.40 feet, to a set iron rod with cap stamped "SPOT ON SURVEYING", said point being set as the most Easterly corner of Tract 2, Convenience Store Subdivision, being a subdivision in Bastrop County Texas per map or plat recorded in Cabinet 4, Page 94-B, (P.R.B.C.TX.) and conveyed to Swastik Corp. by Warranty Deed recorded in Volume 1259, Page 574, (O.P.R.B.C.TX.); for the most Southern corner and angle point hereof, for reference, a found 1/2" iron rod being accepted as the Southeast corner of said Tract 2 bears S 79° 08' 53" W, 335.65 feet from said point;

THENCE N 47° 05' 47" W, 106.65 feet with the common Northeasterly limits of said Tract 2 and the Southwesterly limits of said 251.294 acre tract to a found 1/2" iron rod with cap stamped "RPLS 3910", said point being accepted as North corner of said Tract 2, also being an angle point in the Southeaster limits of that certain 1.000 acre tract of land conveyed to Elroy and Sophia Williams by Quitclaim Deed recorded in Volume 529, Page 572, (O.P.R.B.C.TX.), for an angle point hereof;

THENCE with the common Southerly and Northeasterly limits of said 1.000 acre tract and the Southwesterly limits of said 251.294 acre tract, the following two (2) courses;

1. S 88° 53' 20" E, 72.22 feet to a (S.I.R.C.), said point being set at the Southeasterly corner of said 1.000 acre tract, for an angle point hereof;
2. N 49° 51' 42" W, 453.73 feet to a found 1/2" iron rod, said point being accepted as the most Northerly corner of said 1.000 acre tract, also being an angle point in the Northeasterly limits of that certain 1.389 acre tract of land, called Tract 1, conveyed to Elroy & Sophia Williams, Trustees of the Elroy and Sophia A. Williams Revocable Living Trust by Warranty Deed recorded as Instrument No. 200311182, (O.P.R.B.C.TX.);

THENCE N 49° 45' 04" W, 298.17 feet with the common Northeasterly limits of said 1.389 acre tract and the Southwesterly limits of said 251.294 acre tract to a found 1/2" iron rod with cap stamped "RPLS 1753", said point being accepted as the most Northerly corner of said 1.389 acre tract, also being accepted as the most Easterly corner of that certain 1.068 acre tract of land, called Tract 2, conveyed to Elroy & Sophia Williams, Trustees of the Elroy and Sophia A. Williams Revocable Living Trust by Warranty Deed recorded as Instrument No. 200311183, (O.P.R.B.C.TX.);

THENCE N 49° 39' 21" W, 186.31 feet with the common Northeasterly limits of said 1.068 acre tract and the Southwesterly limits of said 251.294 acre tract to a found 1/2" iron rod with cap stamped "RPLS 1753", said point being accepted as the most Northerly corner of said 1.068 acre tract, also being accepted as the most Easterly corner of that certain 2.652 acre tract of land, called Tract 2, of said Instrument No. 200311182, (O.R.B.C.TX.);

THENCE N 49° 41' 21" W, 492.59 feet with the common Northeasterly limits of said 2.652 acre tract and the Southwesterly limits of said 251.294 acre tract to a found 60d nail, said point being accepted as the most Northerly corner of said 2.652 acre tract, also being accepted as the most Easterly corner of that certain 17.378 acre tract of land conveyed to ZR Alamo, LLC by General Warranty Deed recorded as Instrument No. 201707163, (O.P.R.B.C.TX.);

THENCE N 45° 07' 59" W, 681.88 feet with the common Northeasterly limits of said 17.378 acre tract and the Southwesterly limits of said 251.294 acre tract to a found corner fence post along barbed wire fence, said fence post being accepted as an angle point of said 17.378 acre tract, also being the most Southerly corner of that certain 32.08 acre tract of land, called Part Two, conveyed to Capitol Endeavors, Ltd by General Warranty Deed recorded as Instrument No. 200300112, (O.R.B.C.TX.), and for the most Westerly corner of said 251.294 acre tract;

THENCE N 43° 12' 31" E, 1501.78 feet along said fence with the common Southeasterly limits of said 32.08 acre tract and the Northwesterly limits of said 251.294 acre tract to a (S.I.R.C.), said point being set at the most Easterly corner of said 32.08 acre tract, also being the most Southerly corner of a private 20 foot wide roadway recorded in Instrument No. 200300112, (O.P.R.B.C.TX.), for an angle point hereof;

THENCE N 43° 12' 31" E, 20.00 feet with the common Southeasterly limits of said Private Road and the Northwesterly limits of said 251.294 acre tract to a (S.I.R.C.), said point being set at the most Easterly corner of said Private Road, also being the most Southerly corner of that certain 38.75 acre tract of land, called Part Three, conveyed to Capitol Endeavors, Ltd by General Warranty Deed recorded as Instrument No. 200300112, (O.P.R.B.C.TX.);

THENCE continuing along said fence with the common Southeasterly limits of said 38.75 acre tract and the Northwesterly limits of said 251.294 acre tract, the following six (6) courses;

1. N 43° 14' 34" E, 189.44 feet to a (S.I.R.C.);
2. N 42° 58' 16" E, 414.69 feet to a 4" cedar fence post;
3. N 40° 13' 28" E, 671.38 feet to a found 1/4" x 1" steel stake;
4. N 45° 34' 50" E, 221.26 feet to a 4" cedar fence post;
5. N 37° 45' 27" E, 185.07 feet to a (S.I.R.C.);
6. N 47° 15' 53" E, 62.04 feet to a (S.I.R.C.) said point being set at the most Easterly corner of said 38.75 acre tract, also being the most Southerly corner of Hershhal Lane, 20' feet wide as recorded in Volume 95, Page 285, (D.R.B.C.TX.), for an angle point hereof;

THENCE N 43° 10' 30" E, 20.00 feet with the common Southeasterly limits of said Hershhal Lane and the Northwesterly limits of said 251.294 acre tract to a found 1/4" x 1" steel stake, said point being accepted as the most Easterly corner of said Hershhal Lane, also being accepted as the most Southerly corner of that certain 145.30 acre tract of land conveyed to DSRE Homes, LLC by General Warranty Deed with Vendor's Lien recorded in Instrument No. 201805190, (O.P.R.B.C.TX.);

THENCE continuing along said fencing with the common Southeasterly limits of said 145.30 acre tract and the Northwesterly limits of said 251.294 acre tract, the following seven (7) courses;

1. N 47° 05' 30" E, 136.19 feet to a (S.I.R.C.);
2. N 48° 00' 21" E, 182.60 feet to a (S.I.R.C.);
3. N 43° 34' 38" E, 369.39 feet to a (S.I.R.C.);
4. N 42° 30' 16" E, 297.03 feet to a (S.I.R.C.);
5. N 41° 41' 26" E, 725.76 feet to a (S.I.R.C.);
6. N 42° 55' 56" E, 1002.57 feet to a (S.I.R.C.);
7. N 42° 16' 57" E, 1029.76 feet to a (S.I.R.C.) at the most Easterly corner of said 145.30 acre tract, also being in the Southwesterly limits of The Meadows of Hobbs Creek, a subdivision in the Bastrop County, Texas, per map or plat recorded in Cabinet 4, Page 129B, (P.R.B.C.TX.), and for the most Northerly corner of said 251.294 acre tract described herein;

THENCE S 47° 26' 18" E, 621.33 feet with the common Southwesterly limits of said The Meadows of Hobbs Creek and the Northeasterly limits of said 251.294 acre tract to a found 5/8" iron rod with cap stamped "RPLS 1753", said point being accepted as a point in the Southwesterly limits of said The Meadows of Hobbs Creek, also being accepted as the most Northerly corner of The Homestead on Hobbs Creek, Phase Two Subdivision, a subdivision in Bastrop County, Texas, per map or plat recorded in Cabinet 4, Page 41B, (P.R.B.C.TX.), also being the most Northeasterly corner of said 251.294 acre tract described herein;

THENCE with the common limits of said The Homestead on Hobbs Creek, Phase Two Subdivision and said 251.294 acre tract, the following eighteen (18) courses;

1. S 43° 07' 31" W, 3054.41 feet to a found 1/2" iron rod with cap stamped "JE GARON RPLS 4303, passing at 2926.89 feet a found 5/8" iron rod for reference;
2. S 75° 08' 30" E, 32.46 feet to a found 1/2" iron rod with cap stamped "JE GARON RPLS 4303";

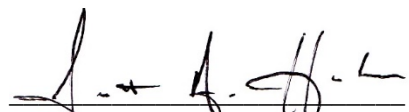
3. S 37° 51' 07" E, 289.11 feet to a found 1/2" iron rod with cap stamped "JE GARON RPLS 4303";
4. S 45° 49' 36" W, 404.66 feet to a found 1/2" iron;
5. S 39° 38' 30" E, 223.72 feet to a found 1/2" iron rod with cap stamped "JE GARON RPLS 4303";
6. S 44° 40' 03" E, 70.13 feet to a (S.I.R.C.);
7. N 82° 05' 41" E, 162.50 feet to a (S.I.R.C.);
8. S 23° 07' 32" E, 134.29 feet to a found 1/2" iron rod with cap stamped "JE GARON RPLS 4303";
9. S 52° 03' 30" W, 165.25 feet to a found 1/2" iron rod with cap stamped "JE GARON RPLS 4303";
10. S 43° 21' 49" E, 143.13 feet to a found 1/2" iron rod with cap stamped "JE GARON RPLS 4303";
11. N 84° 55' 51" E, 262.01 feet to a found 1/2" iron rod with cap stamped "JE GARON RPLS 4303";
12. N 31° 46' 54" E, 110.55 feet to a found 1/2" iron rod with cap stamped "JE GARON RPLS 4303";
13. N 28° 59' 10" W, 251.25 feet to a found 1/2" iron rod with cap stamped "JE GARON RPLS 4303";
14. N 02° 35' 30" E, 74.93 feet to a found 1/2" iron rod with cap stamped "JE GARON RPLS 4303";
15. N 78° 00' 24" E, 464.81 feet to a (S.I.R.C.);
16. S 24° 45' 34" E, 444.61 feet to a found 1/2" iron rod with cap stamped "JE GARON RPLS 4303", said point being accepted as the Southeasterly corner of said The Homestead on Hobbs Creek, Phase Two, also being the most Westerly corner of The Homestead on Hobbs Creek, Phase One;

THENCE with the common Westerly limits of said The Homestead on Hobbs Creek, Phase One and the Easterly limits of said 251.294 acre tract, the following four (4) courses;

1. S 38° 02' 14" E, 118.15 feet to a found 1/2" iron rod with cap stamped "JE GARON RPLS 4303";
2. S 01° 30' 33" W, 198.65 feet to a found 1/2" iron rod;
3. S 12° 22' 12" W, 265.51 feet to a found 1/2" iron rod with cap stamped "JE GARON RPLS 4303";
4. S 09° 28' 25" E, 303.79 feet to a (S.I.R.C.), said point being set at the most Northerly corner of that certain 45.446 acre tract of land, called Tract 2, of said Instrument No. 201510567, (O.P.R.B.C.TX.), for the Southeast corner hereof;

THENCE S 52° 49' 28" W, 1495.17 feet with the common Northwesterly limits of said 45.446 acre tract and the Northwesterly limits of that certain 1.197 acre tract of land, called Tract 3, of said Instrument No. 201510567, (O.P.R.B.C.TX.), for the Southeasterly limits hereof, to a (S.I.R.C.), said point being set at a point of intersection with the Northeasterly limits of said Tract One, of said Instrument No. 201510567, (O.P.R.B.C.TX.), and for the West corner of said Tract 3, passing at 1170.43 feet a found 1/2" iron rod with cap stamped "JE GARON RPLS 4303", said point being accepted as the common corner of said Tracts 2 and 3;

THENCE N 46° 53' 21" W, 259.66 feet with the common Northeasterly limits of said Tract 1, and the Southeasterly limits of said 251.294 acre tract to the POINT OF BEGINNING hereof, containing a calculated area of 10,946,366.58 sq. ft., 251.294 acres. Said field notes being described in accordance with a survey made on the ground by me or under my direction and Category 1A Survey prepared by Spot On Surveying attached hereto and made a part hereof. All bearings shown are based on NAD 83 Texas State Plane Coordinate System, Central Zone. All distances shown are surface or ground distances.


 Scott A. Hahn, RPLS 6375
 Spot On Surveying, Inc.
 614 Jerrys Lane, Buda TX. 78610
 TBPLS Firm# 10193894
 SOS J/N: 0016-17-012



January 22, 2020

 Date

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



AN ORDER GRANTING THE PETITION FOR CREATION OF CENTEX DRAINAGE DISTRICT AND APPOINTING TEMPORARY DIRECTORS

A petition by Cayetano Development, LLC (Petitioner) was presented to the Executive Director of the Texas Commission on Environmental Quality (TCEQ) for approval of the creation of Centex Drainage District (District) of Bastrop County pursuant to Article XVI, Section 59 of the TEXAS CONSTITUTION and TEX. WATER CODE Chapters 49 and 51.

The TCEQ, after having considered the petition, application material, and memorandum from the Executive Director dated December 22, 2022 (Memorandum), attached as Exhibit "B," finds that the petition for creation should be approved.

The TCEQ finds that the creation of the proposed District as set out in the application is feasible, practicable, and necessary, and would be a benefit to the land to be included in the proposed District.

The TCEQ further finds that the proposed District and its system and subsequent development within the proposed District will not have an unreasonable effect on land elevation, subsidence, and groundwater level within the region, recharge capability of a groundwater source, natural runoff rates and drainage, water quality, or total tax assessments on all land located within the proposed District.

All of the land and property proposed may properly be included within the proposed District.

All statutory and regulatory requirements for creation of Centex Drainage District have been fulfilled in accordance with TEX. WATER CODE § 54.021 and 30 TEX. ADMIN. CODE §§ 293.11-293.12.

NOW, THEREFORE, BE IT ORDERED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY THAT:

1. The petition for the creation of Centex Drainage District is hereby granted.
2. The District is created under the terms and conditions of Article XVI, Section 59 of the TEXAS CONSTITUTION and TEX. WATER CODE Chapters 49 and 51.
3. The District shall have, and shall be subject to, all of the rights, duties, powers, privileges, authority, and functions conferred and imposed by the TCEQ and the general laws of the State of Texas relating to drainage districts subject to the requirements of the TCEQ and the general laws of the State of Texas relating to the exercise of such powers.

4. The District shall be composed of the area situated wholly outside the corporate limits or extraterritorial jurisdiction of any municipality, described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all purposes.

5. The Memorandum dated December 22, 2022, attached as Exhibit "B," is hereby incorporated as part of this Order.

6. The persons listed in Recommendation No. 3 of the Memorandum are hereby named and appointed as temporary directors and shall, as soon as practicable after the date of entry of this Order, execute their official bonds and take their official oaths of office. All such bonds shall be approved by the Board of Directors of the District, and each bond and oath shall be filed with the District and retained in its records.

7. This Order shall in no event be construed as an approval of any proposed agreements or of any particular items in any documents provided in support of the petition for creation, nor as a commitment or requirement of the TCEQ in the future to approve or disapprove any particular items or agreements in future applications submitted by the District for TCEQ consideration.

8. The Chief Clerk of the TCEQ shall forward a copy of this Order to all affected persons.

9. If any provision, sentence, clause, or phrase of this Order is for any reason held to be invalid, the invalidity of any portion shall not affect the validity of the remaining portions of the Order.

Issue Date: **January 9, 2023**


For the Commission



SPOT ON SURVEYING

Land Surveying & Mapping

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

BEING A 192.367 ACRE TRACT OF LAND, MORE OR LESS, OUT OF THE JAMES DOYLE SURVEY, ABSTRACT NO. 28, BASTROP COUNTY, TEXAS, SAID 192.367 ACRE TRACT BEING 27.316 ACRES OUT OF THAT CERTAIN 389.73 ACRES DESCRIBED AS "TRACT 1" IN DEEDS RECORDED IN VOLUME 2116, PAGE 155, VOLUME 2196, PAGE 386, AND VOLUME 2196, PAGE 515, ALL OF OFFICIAL PUBLIC RECORDS, BASTROP COUNTY, TEXAS, (O.P.R.B.C.TX.), REFERENCED AS (VAUGHAN TRACT 1) BELOW, ALSO CONSISTING OF 87.594 ACRES OUT OF THAT CERTAIN 143.82 ACRES DESCRIBED AS EXHIBIT "A" ON SPECIAL WARRANTY DEED RECORDED IN VOLUME 598, PAGE 332, (O.P.R.B.C.TX.), FURTHER DESCRIBED AS "TRACT 2" IN DEEDS RECORDED IN VOLUME 2116, PAGE 155, VOLUME 2196, PAGE 386, AND VOLUME 2196, PAGE 515, ALL OF (O.P.R.B.C.TX.), REFERENCED AS (VAUGHAN TRACT 2) BELOW, TOGETHER WITH ALL 77.457 ACRES OF LAND DESCRIBED AS "TRACT 3" IN DEEDS RECORDED IN VOLUME 2116, PAGE 155, VOLUME 2196, PAGE 386, AND VOLUME 2196, PAGE 515, ALL OF (O.P.R.B.C.TX.), REFERENCED AS (VAUGHAN TRACT 3) BELOW, SAID 192.367 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a found 1/2" iron rod, said point being accepted as the most Southerly remainder corner of that 181.110 acre tract conveyed to Rosendo L. Garcia and wife, Isabel R. Garcia by Warranty Deed with Vendor's Lien recorded in Volume 776, Page 346, Official Records, Bastrop County, Texas (O.R.B.C.TX.), also being accepted as a point in the Northwesterly limits of that 196.027 acre remainder tract conveyed to Centex Los Milagros, L.P. by Warranty Deed with Vendor's Lien as Document No. 202001064, (O.P.R.B.C.TX.) and being accepted as the most Easterly corner of said (Vaughan Tract 3), for the most Easterly corner hereof;

THENCE S 43° 59' 21" W, 785.84 feet leaving the Southwesterly limits of said 181.110 acre tract, with the common Northwesterly limits of said 196.027 acre tract and the Southeasterly limits of said (Vaughan Tract 3) to a found 1/2" iron rod, said point being accepted as the most Westerly corner of said 196.027 acre tract, also being accepted as the most Easterly corner of that 0.617 acre tract called Second Tract conveyed to Aqua Water Supply Corporation by General Warranty Deed, Road and Utility Easement recorded as Instrument No. 198502584, (O.R.B.C.TX.), also being accepted as a point in the Northeasterly limits of said (Vaughan Tract 2), and being accepted as the most Southerly corner of said (Vaughan Tract 3);

THENCE N 47° 35' 28" W, 161.05 feet leaving the Northwesterly limits of said 196.027 acre tract, with the common Southwesterly limits of said (Vaughan Tract 3) and the Northeasterly limits of said 0.617 to a found 1/2" iron rod being accepted as the North corner of said 0.617 acre tract and being accepted as a point in the Northeasterly limits of said (Vaughan Tract 2);

THENCE leaving the Southwesterly limits of said (Vaughan Tract 3), with the common limits of said 0.617 acre tract and said (Vaughan Tract 2), the following three (3) courses:

1. S 21° 25' 23" W, 208.70 feet to a found 1/2" iron rod being accepted as the most Westerly corner of said 0.617 acre tract;
2. S 68° 33' 15" E, 149.92 feet to a found 1/2" iron rod being accepted as the most Southerly corner of said 0.617 acre tract;
3. N 21° 35' 35" E, 151.08 feet to the same found 1/2" iron rod being accepted as said most Easterly corner of said 0.617 acre tract, and the most Westerly corner of said 196.027 acre tract, and the most Southerly corner of said (Vaughan Tract 3) and as a point in the Northeasterly limits of said (Vaughan Tract 2);

THENCE S 47° 53' 41" E, 114.49 feet leaving the Southeasterly limits of said 0.617 acre tract and said (Vaughan Tract 3), with the common Southwesterly limits of said 196.027 acre tract and the Northerly limits of said (Vaughan Tract 2) to a found 1/2" iron rod, said point being accepted as the North corner of that 0.985 acre tract called Tract 1 conveyed to Magdalia Gonzalez by Warranty Deed recorded as Instrument No. 201903916, (O.P.R.B.C.TX.) and being accepted as the most Westerly corner of that 1.014 acre tract conveyed to Magdalia Gonzalez called Tract 2 by said Warranty Deed as Instrument No. 201903916, (O.P.R.B.C.TX.);

THENCE leaving the Southwesterly limits of said 1.014 acre tract and the Southwesterly limits of said 196.027 acre tract, with the common limits of said Gonzalez Tract 1 and said (Vaughan Tract 2), the following three (3) courses:

1. S 41° 43' 36" W, 206.77 feet to a found 1/2" iron rod, said point being accepted as the most Westerly corner of said Gonzalez Tract 1;
2. S 48° 17' 39" E, 207.76 feet to a found 1/2" iron rod, said point being accepted as the most Southerly corner of said Gonzalez Tract 1;
3. N 41° 46' 10" E, 206.63 feet to a found 1/2" iron rod, said point being accepted as the most Easterly corner of said Gonzalez Tract 1, also being accepted as the most Southerly corner of said Gonzalez 1.014 acre Tract 2 and being accepted as a point in the Southwesterly limits of said 196.027 acre tract, and for a point in the Northeasterly limits of said (Vaughan Tract 2);

THENCE S 48° 08' 20" E, 1,809.96 feet with the common Southwesterly limits of said 196.027 acre tract, the Southwesterly limits of Los Milagros, Phase 1, according to the map or plat recorded as Document No. 202107457 in Cabinet 7, Pages 98-B – 99-A, (O.P.R.B.C.TX.) and the Northeasterly limits of said (Vaughan Tract 2) to a set 5/8" iron rod with cap stamped "SPOT ON SURVEYING" (S.I.R.C.), said point being accepted as the Southwesterly corner of said Los Milagros, Phase 1 and also being accepted as the most Westerly corner of that 10.005 acre tract conveyed to Heather A. Deathrage and Charles Deathrage by General Warranty with Vendor's Lien in Favor of Third Party recorded as Instrument No. 201503827, (O.P.R.B.C.TX.), for the most Easterly corner hereof, passing at 815.88 feet a (SIRC) for the most Westerly corner of said Los Milagros, Phase 1;

THENCE S 42° 44' 21" W, 1,579.12 feet leaving the Southwesterly limits of said Los Milagros, Phase 1 and the Southwesterly limits of said 10.005 acre tract, through the interior of said (Vaughan Tract 2) and (Vaughan Tract 1), to a (SIRC), for the most Southerly corner hereof, passing at 894.95 feet the common dividing limits of said (Vaughan Tract 1) and (Vaughan Tract 2), a found 5/8" iron rod for reference bears S 47° 15' 39" E, 1,759.02 feet from said (SIRC), said point being accepted as the most Northerly corner of that 1.846 acre tract of land conveyed to Maria A. Vera by Special Warranty Deed recorded as Document No. 201215021, in Volume 2191, Page 849, (O.P.R.B.C.TX.);

THENCE N 47° 15' 39" W, 1,717.20 feet to a found 1/2" iron rod, said point being accepted as the most Southerly corner of that 115.840 acre tract conveyed to Jimmy Nassour by General Warranty Deed recorded as Document No. 200710219 in Volume 1759, Page 49, (O.P.R.B.C.TX.), and as an angle point in the Northwesterly limits of said Vaughan Tract 1, for an angle point hereof;

THENCE with the common limits of said 115.840 acre tract, said (Vaughan Tracts 1 and 2), the following five (5) courses:

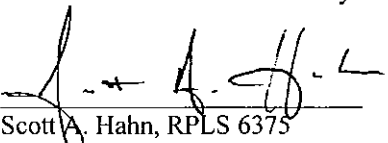
- 1. N 37° 13' 27" E, 678.83 feet to a found 1/2" iron rod, said point being accepted as the most Northerly corner of said (Vaughan Tract 1), also being accepted as an angle point in said (Vaughan Tract 2);
- 2. N 37° 20' 31" E, 101.36 feet to a found 1/2" iron rod;
- 3. N 47° 33' 17" W, 2,095.02 feet to a found 1/2" iron rod;
- 4. N 46° 30' 38" W, 144.57 feet to a found 5/8" iron rod;
- 5. N 47° 25' 28" W, 730.36 feet to a found 1/2" iron rod, said point being accepted as the South corner of that Seventy (70) acre tract conveyed to Reggie Alexander, Trustee of the Dorothy Alexander Trust by Special Warranty Deed recorded as Document No. 202007393, (O.P.R.B.C.TX.) also being accepted as the most Westerly corner of said (Vaughan Tract 2);

THENCE with the common limits of said Seventy (70) acre tract and said (Vaughan Tracts 2 and 3), the following two (2) courses:

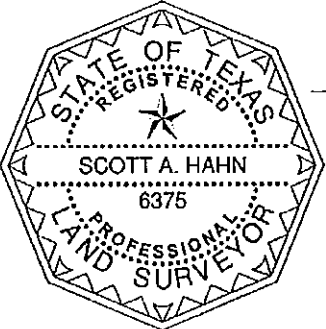
- 1. N 44° 37' 41" E, 783.96 feet to a found 1/2" iron rod, said point being accepted as the East corner of said Seventy (70) acre tract, also being accepted as the North corner of said (Vaughan Tract 2), and being accepted as a point in the Southwesterly limits of said (Vaughan Tract 3);
- 2. N 47° 21' 18" W, 1,689.63 feet to a found 1/2" iron rod, said point being accepted as the most Southerly corner of that 24.699 acre tract conveyed to America Telecommunications Group, Inc. by General Warranty Deed recorded as Document No. 201215134 in Volume 2192, Page 526, (O.P.R.B.C.TX.), also being accepted as the most Westerly corner of said (Vaughan Tract 3), for the most Westerly corner hereof;

THENCE N 42° 35' 19" E, 784.59 feet with the common Southeasterly limits of said 24.699 acre tract and the Northwesterly limits of said (Vaughan Tract 3) to a found 1/2" iron rod, said point being accepted as the most Easterly corner of said 24.699 acre tract, also being accepted as a point in the Southwesterly limits of that 24.359 acre tract conveyed to Melissa Danielle Goodman and Chadwick Michael Goodman by Deed Without Warranty recorded as Document No. 201909939, (O.P.R.B.C.TX.) and also being accepted as the most Northerly corner of said (Vaughan Tract 3), for the most Northerly corner hereof;

THENCE S 47° 16' 35" E, 4,312.75 feet leaving the Southeasterly limits of said 24.699 acre tract, with the common Southwesterly limits of said 24.359 acre tract, the Southwesterly limits of said 181.110 acre tract and the Northeasterly limits of said (Vaughan Tract 3) to the POINT OF BEGINNING hereof, containing a calculated area of 8,379,526.53 sq. ft. or 192.367 acres of land more or less. Said field notes being described in accordance with a survey made on the ground by me or under my direction and Exhibit "B" Survey Sketch prepared by Spot On Surveying attached hereto and made a part hereof. All bearings are based on NAD 83 Texas State Plane Coordinate System, Central Zone, ground distances.


Scott A. Hahn, RPLS 6375

Spot On Surveying, Inc. – Firm No. 10193894
614 Jerrys Ln., Buda TX. 78610
SOS J/N: 0010-21-002



May 14, 2021

Date

Texas Commission on Environmental Quality

TECHNICAL MEMORANDUM

To: Justin P. Taack, Manager
Districts Section

Date: December 22, 2022

[Signature]
1/6/2023

Through: Daniel Finnegan, Leader
Districts Bond Team

From: Dennis Mostowy, P.E.
Districts Bond Team

Subject: Petition by Cayetano Development, LLC for Creation of Centex Drainage District;
Pursuant to Texas Water Code Chapters 49 and 51.
TCEQ Internal Control No. D-08092022-016 (TC)
CN: 606049575 RN: 111553343

A. GENERAL INFORMATION

The Texas Commission on Environmental Quality (TCEQ) received a petition within the application requesting approval for the creation of Centex Drainage District (District) of Bastrop County. The petition was signed by Kyndel W. Bennett, Chief Executive Officer of Cayetano Development, LLC (Petitioner). The petition states that the Petitioner holds title to the land in the proposed District. The petition also states there were no lienholders on the lands included in the proposed District.

The District is proposed to be created and organized according to the terms and provisions of Article XVI, Section 59 of the Texas Constitution, and Chapters 49 and 51 of the Texas Water Code (TWC).

Location and Access

The proposed District is not located within the corporate limits or extraterritorial jurisdiction of a municipality. Physically, the proposed District is located north of State Highway 21, approximately 5 miles east of Toll Road 130. Access to the proposed District is via a proposed collector intersecting with State Highway 21.

Metes and Bounds Description

The proposed District contains one tract of land, consisting of 192.367 acres. The metes and bounds legal descriptions has been checked by the TCEQ's staff and has been found to form an acceptable closure.

City Consent

The proposed district is not within the corporate limits or jurisdiction of any municipality, therefore, the requirements of TWC Section 54.016 and Texas Local Government Code Section 42.042 do not apply.

Justin P. Taack, Manager
December 22, 2022
Page 2

County Notification

In accordance with TWC Section 54.0161, as amended in 2013, a certified letter, dated August 29, 2022 was sent to the Commissioners Court of Bastrop County, and in which, provided notice of the proposed District’s pending creation application and provided them an opportunity to make a recommendation. To date, the county has not responded to this notification.

Statements of Filing Petition

Evidence of filing the petition with the Bastrop County Clerk's Office and TCEQ's Region 11 office has been provided.

Type of Project

The proposed District will be considered a “developer project” as defined by 30 Texas Administrative Code (30 TAC) Section 293.44(a). Therefore, developer cost participation in accordance with 30 TAC Section 293.47 will be required.

Developer Qualifications

The Petitioner will be the developer of the land within the proposed District. Information provided supports that the Petitioner has considerable experience in residential development within the Austin Metropolitan area.

Certificate of Ownership

By affidavit dated June 8, 2022, the Bastrop Central Appraisal District has certified that its tax rolls indicate that Cayetano Development, LLC is the owner of all the value of the property in the proposed District.

Temporary Director Affidavits

The TCEQ has received affidavits for consideration of the appointment of temporary directors for the following:

Seth Stephen Phillips	Chandler Cole Banks	Blake Giles Magee
Justin Michael Landry	Jackson Davis White	

Each of the above persons named is qualified, as required by 30 TAC Section 293.32(a), to serve as a temporary director of the proposed District as each (1) is at least 18 years old; (2) is a resident citizen of the State of Texas; and (3) either owns land subject to taxation within the proposed District, or is a qualified voter within the proposed District.

Notice Requirements

Proper notice of the application was published on September 29, 2022 and October 6, 2022, in the *Austin American Statesman*, a newspaper regularly published or circulated in Bastrop County, the county in which the district is proposed to be located. Proper notice of the application was posted on September 26, 2022 on the bulletin board used for posting legal notices in the Bastrop County Courthouse. Accordingly, the notice requirements of 30 TAC Section 293.12(b) have been satisfied.

Justin P. Taack, Manager
 December 22, 2022
 Page 3

B. ENGINEERING ANALYSIS

The creation engineering report indicates the following:

Availability of Comparable Service

The engineering report indicates the District will receive retail water and wastewater service from Aqua Water Supply Corporation (AWSC) and Integra, respectively. No other comparable water or wastewater services are available in the area.

Water Supply

The District will receive retail water service from AWSC. The District will not provide any water service or fund any water infrastructure.

Water Distribution Improvements

The District will receive retail wastewater service from Integra which will use existing treatment facilities to serve the ultimate build-out demands of the District. The District will not provide any wastewater service or fund any wastewater infrastructure.

Wastewater Treatment Improvements

As explained above, the District will not provide any wastewater service or fund any wastewater infrastructure.

Wastewater Collection

Wastewater collection for the District will be provided by Integra's existing facilities.

Storm Water Drainage

Storm water runoff within the District will be collected in curb and gutter streets into flumes or inlets which will convey the flows overland or via underground culverts, respectively. Storm water from the proposed storm sewer system will typically outfall into detention ponds prior to discharging into tributaries of Long Hollow and then to the Cedar Creek and eventually to the Colorado River. Design of the storm sewer system will be based on requirements of the County and TCEQ.

Road Improvement

Application material indicates the proposed District will not fund roadway improvements within its boundary or off-site.

Topography/ Floodplain / Elevation

The District is relatively flat with dense tree coverage and a sandy soil. The natural drainage is in a southwesterly direction collecting in Long Hollow, eventually leading to Cedar Creek.

Approximately 5.58 acres within the proposed District is currently within the 100-year floodplain as shown on the Federal Emergency Management Agency Flood Insurance Rate Map (FIRM) Nos. 48021C0300E and 48021C0325E effective January 19, 2006. No lots will be developed in the existing floodplain.

Justin P. Taack, Manager
December 22, 2022
Page 4

The existing District elevations range from approximately 530 feet above mean sea level in the bed of Long Hollow to approximately 600 feet above mean sea level in the southeastern portion.

Impact on Natural Resources

The creation of the proposed District is expected to have no unreasonable effects on land elevation, groundwater levels, or groundwater or surface water quality.

C. SUMMARY OF COSTS

According to the petition, the District will be operating and maintaining water, wastewater, drainage, detention, park, and/or recreation facilities and does not anticipate issuing bonds. It is estimated by the Petitioner, from the information available at this time, that the cost of said operations and maintenance (O&M) will be approximately \$149,152 annually (\$77,152 for O&M and \$72,000 in administrative costs).

D. ECONOMIC ANALYSIS

Land Use

The land use for the proposed District is projected in the following table:

<u>Development</u>	<u>Acres</u>	<u>ESFCs</u>
Single-Family Residential	175.987	383
Lift Station	0.13	0
Open Space	<u>16.25</u>	<u>0</u>
Totals	192.367	383

Market Study

A market study, prepared by 360° Real Estate Analytics, dated June 15, 2022 has been submitted in support of the creation of the proposed District. The market study indicates that the proposed District is located in an area of undeveloped land. The study indicates single-family homes within the study's subject community are expected to be absorbed at a rate of approximately 120 homes per year during the first three years of District construction. Build-out of the proposed District is anticipated to be three years.

Project Financing

The estimated total assessed valuation of land in the proposed District at completion is as follows:

<u>Development Type</u>	<u>No. of Units</u>	<u>Average Unit Value</u>	<u>Total Value at Build Out</u>
Single-Family Homes	383	\$125,000	\$47,875,000
TOTAL ASSESSED VALUATION			\$47,875,000

Justin P. Taack, Manager
December 22, 2022
Page 5

Application material indicates the District does not anticipate issuing bonds and indicates the anticipated maintenance tax of \$0.32 per \$100 (assumes a 98% collection rate) of annual AV is sufficient to fund O&M expenses.

The total year 2021 overlapping tax rates on land within the proposed District are shown in the following tables:

<u>Taxing Jurisdiction</u>	<u>Tax Rates</u>
Centex Drainage District	\$0.3200
Bastrop County	\$0.4252
Bastrop ISD	\$1.2730
Bastrop County ESD No. 1	\$0.1000
Bastrop County Road	<u>\$0.0968</u>
Total tax per \$100 AV	\$2.2150

Based on the proposed District tax rate and the year 2021 overlapping tax rate on land within the proposed District, the project is considered economically feasible.

Water and Wastewater Rates

The District will not provide water or wastewater services.

Comparative Water District Tax Rates

A combined tax rate of \$0.32 per \$100 assessed valuation for the proposed District is considered reasonable and acceptable for this type of development, according to the Preliminary Engineering Report. Based on the requirements of 30 TAC Section 293.59, this project is considered economically feasible.

E. SPECIAL CONSIDERATIONS

None.

Justin P. Taack, Manager
December 22, 2022
Page 6

F. CONCLUSIONS

1. Based on TCEQ policy, compliance with TCEQ rules, and review of the engineering report and supporting documents, the proposed District is considered feasible, practicable, would be a benefit to the land within the proposed District, and would be necessary as a means to finance utilities and to provide utility service to future customers
2. Based on a review of the preliminary engineering report; market study; the proposed District's O&M budget; a combined projected tax rate of \$0.32 per \$100 AV; and other supporting data, the proposed District is considered feasible under the feasibility limits prescribed by 30 TAC Section 293.59.
3. The recommendations are made under authority delegated by the Executive Director of the TCEQ.

G. RECOMMENDATIONS

1. Grant the petition for creation of Centex Drainage District.
2. The Order granting the petition should include the following statements:

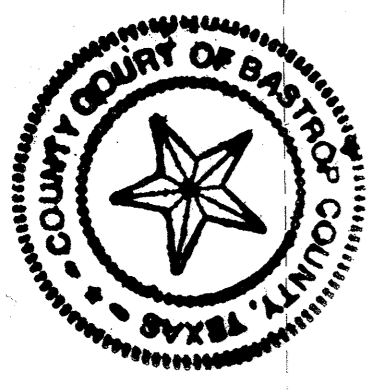
 "This Order shall in no event be construed as an approval of any proposed agreements or of any particular items in any documents provided in support of the petition for creation, nor as a commitment or requirement of the TCEQ in the future to approve or disapprove any particular items or agreements in future applications submitted by the District for TCEQ consideration."
3. Appoint the following to serve as temporary directors until permanent directors are elected and qualified:

Seth Stephen Phillips	Chandler Cole Banks	Blake Giles Magee
Justin Michael Landry	Jackson Davis White	

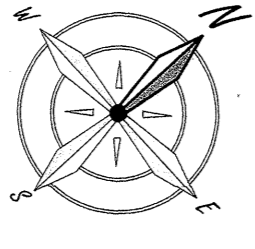
H. ADDITIONAL INFORMATION

The petitioner's professional representatives are:

Attorney:	Mr. Stephen M. Robinson - Allen Boone Humphries Robinson, LLP
Engineer:	Mr. Ken Heroy, P.E. - Jones-Heroy & Associates, Inc.
Market Analyst:	Mr. Eldon Rude - 360° Real Estate Analytics



FILED 10-13-2021 9:00 AM
Rose Adams
COUNTY CLERK



FINAL PLAT LAS ALAMEDAS SUBDIVISION 251.294 ACRES OUT OF THE ADISON LITTON SURVEY, ABSTRACT NO. 45, SITUATED IN BASTROP COUNTY, TEXAS

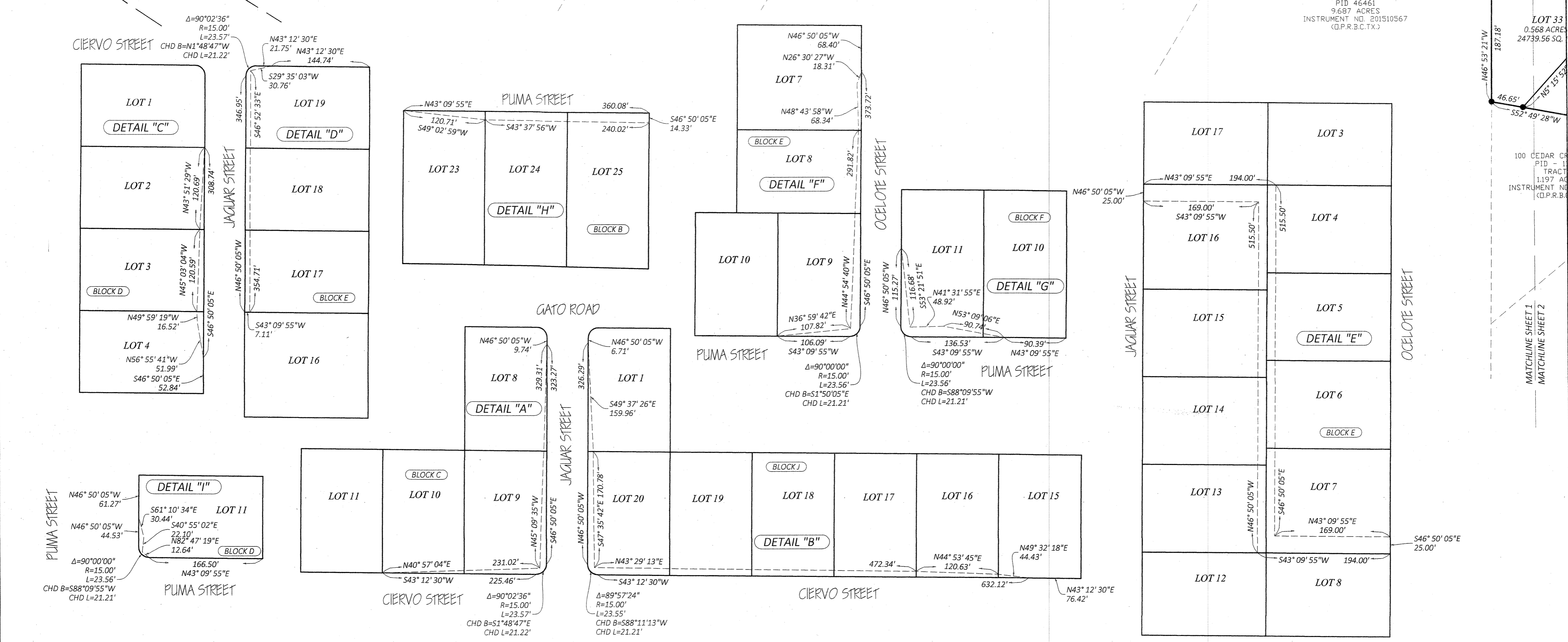
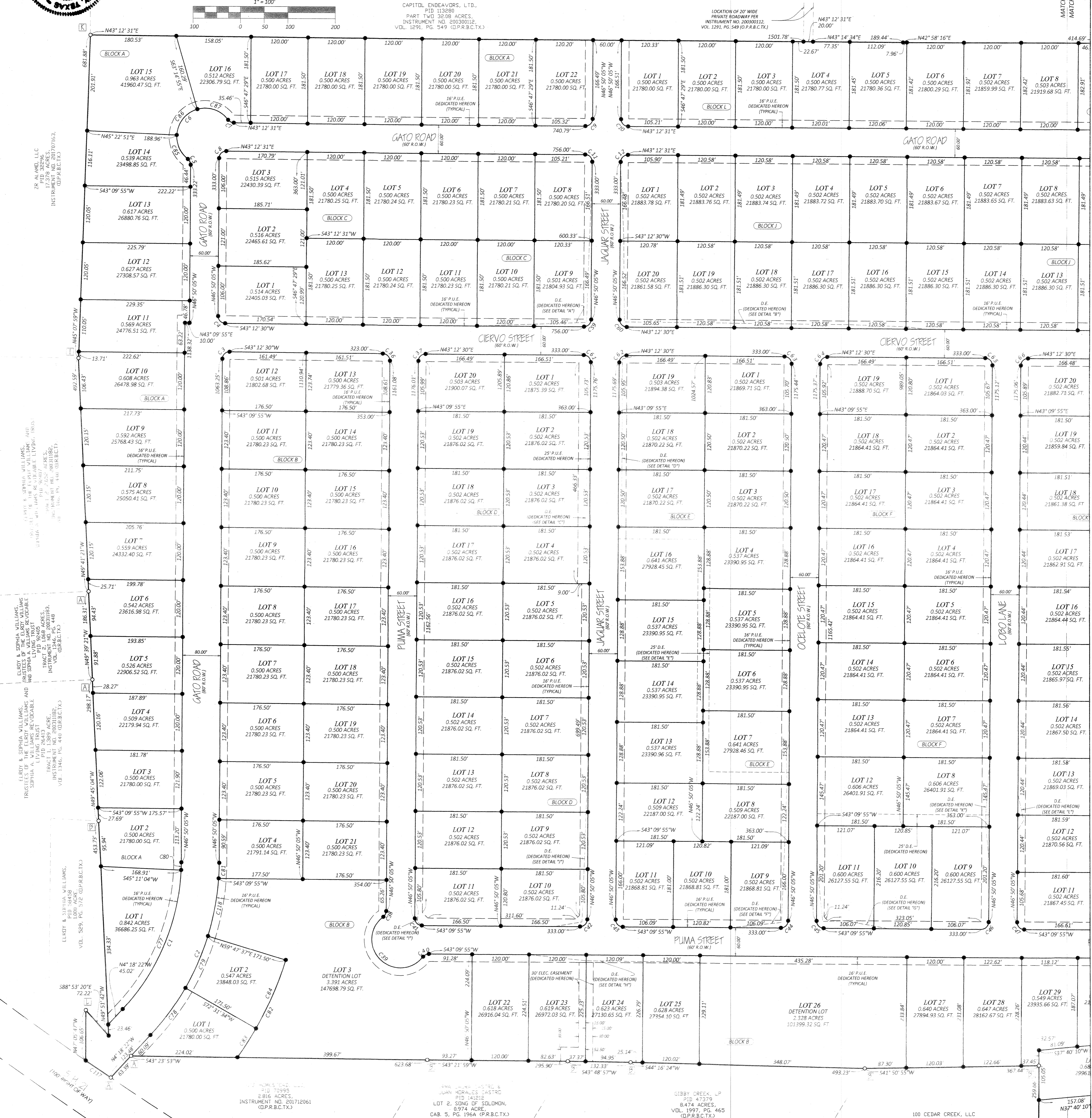
7/134-B

CAPITL ENDEAVORS, LTD.
PID 113881
PART THREE 38.75 ACRES,
INSTRUMENT NO. 200300112,
VOL. 1291, PG. 549 (P.R.B.C.T.X.)

CAPITL ENDEAVORS, LTD.
PID 113880
PART TWO 32.08 ACRES,
INSTRUMENT NO. 200300112,
VOL. 1291, PG. 549 (P.R.B.C.T.X.)

LOCATION OF 20' WIDE
PRIVATE ROADWAY PER
INSTRUMENT NO. 200300112,
VOL. 1291, PG. 549 (P.R.B.C.T.X.)

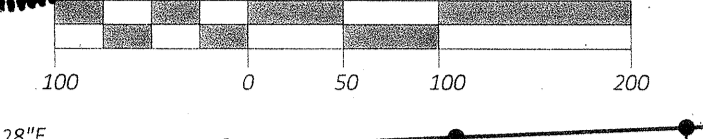
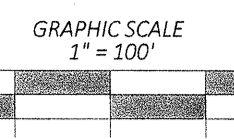
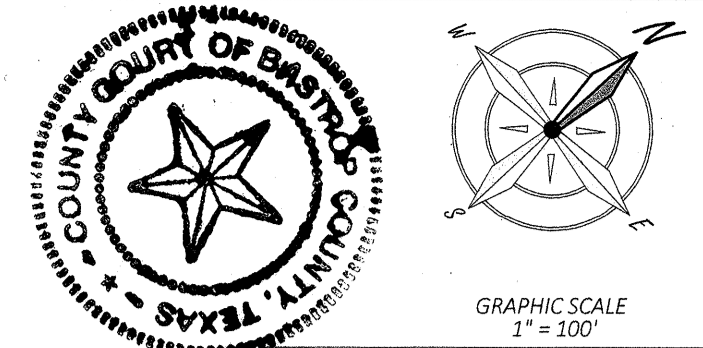
MATCHLINE SHEET 1
MATCHLINE SHEET 2



FINAL PLAT LAS ALAMEDAS SUBDIVISION

251.294 ACRES OUT OF THE ADISON LITTON SURVEY, ABSTRACT NO. 45,
SITUATED IN BASTROP COUNTY, TEXAS

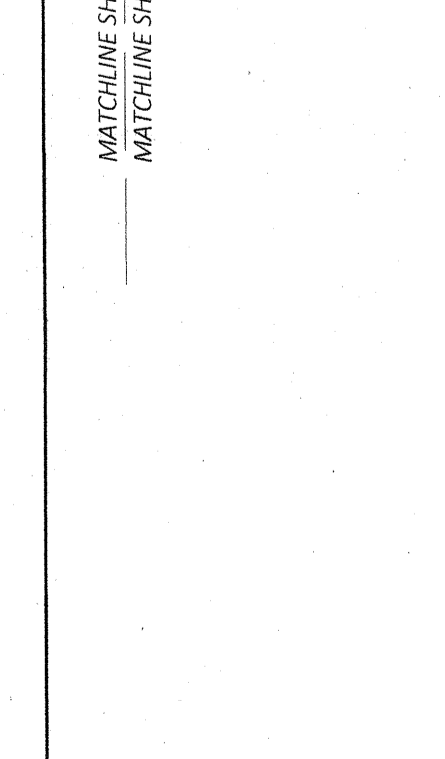
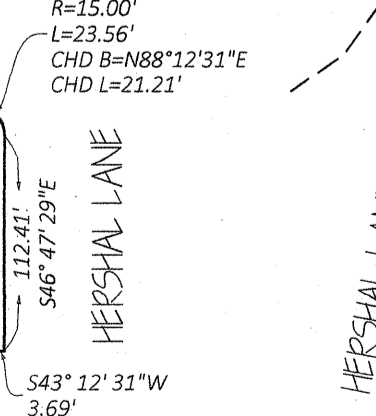
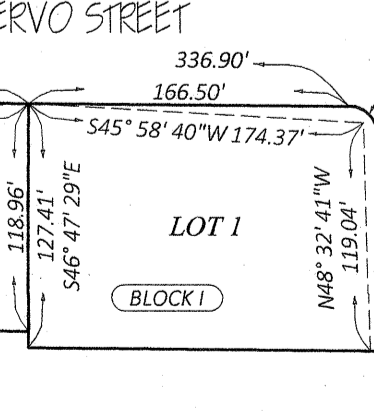
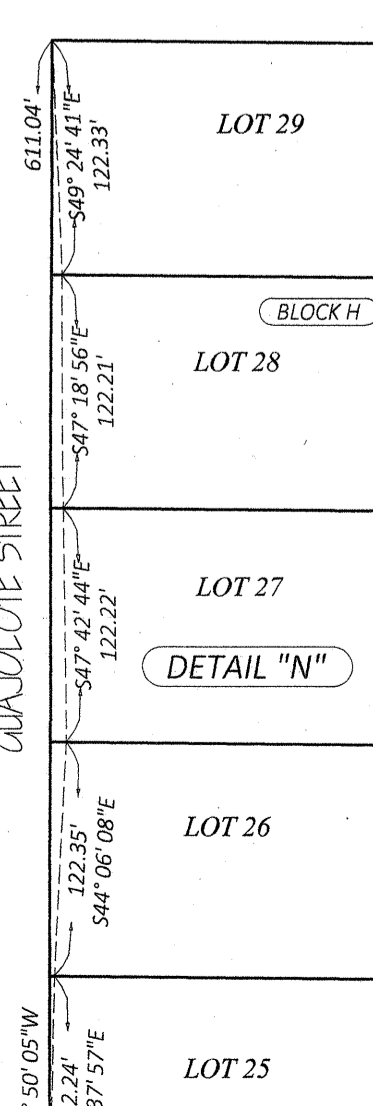
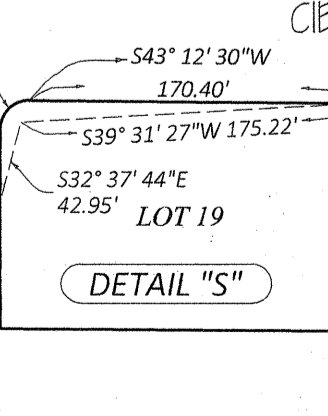
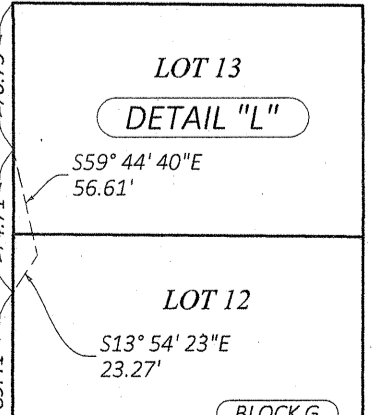
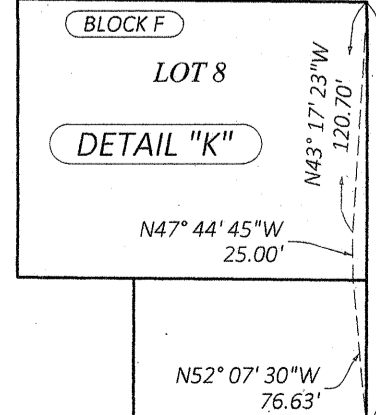
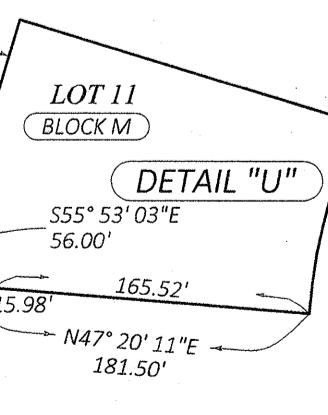
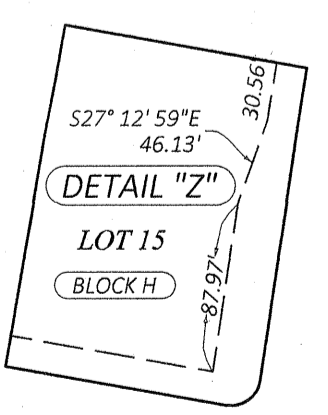
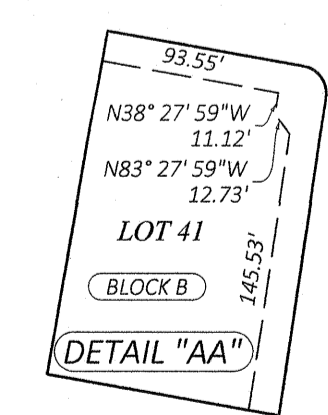
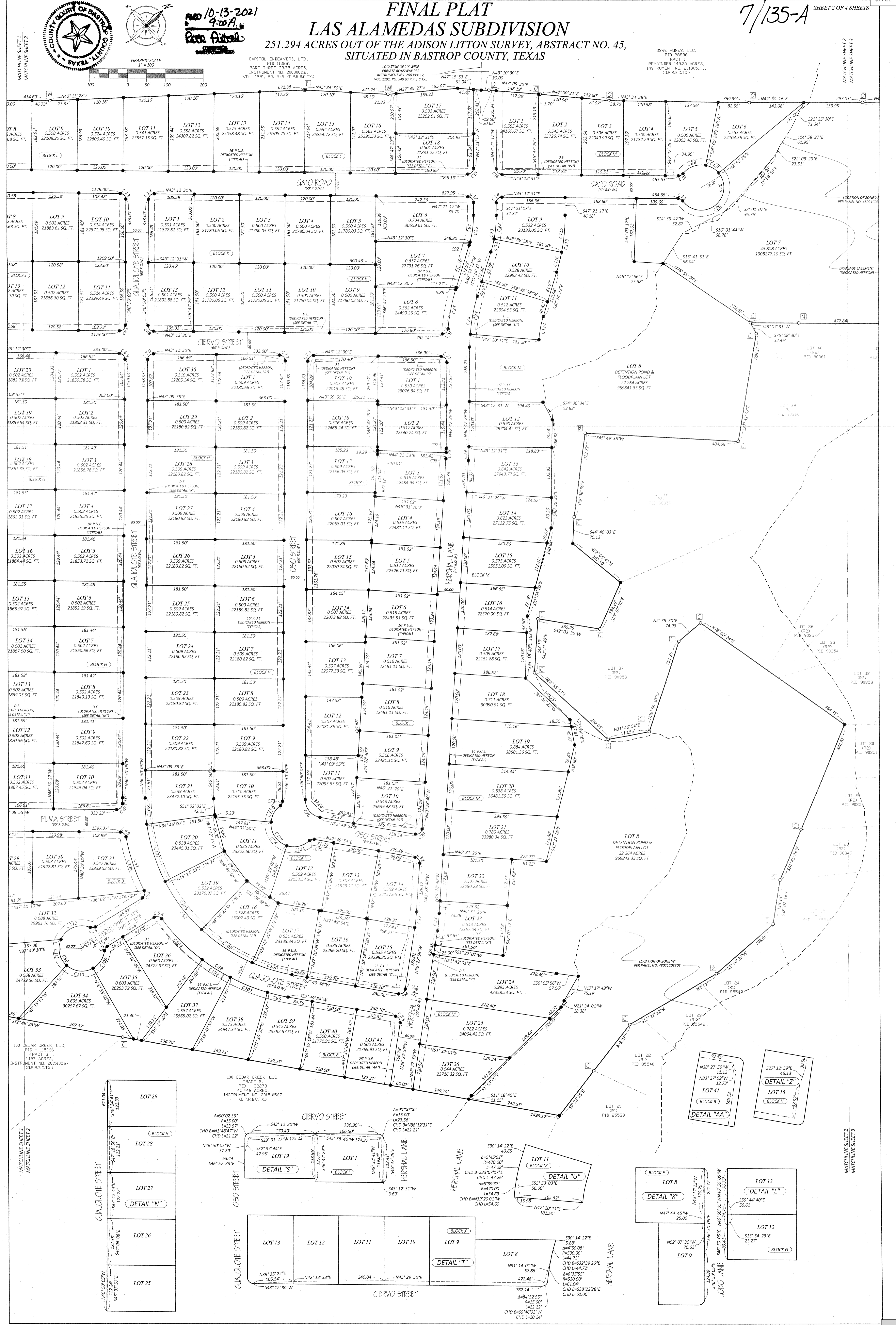
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Rose A. [Signature]

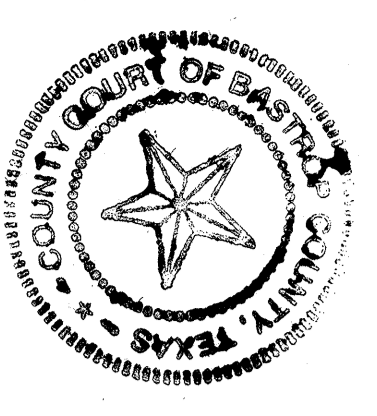


CAPITOL ENDEAVORS, LTD.
PID 113281
PART THREE, 38.75 ACRES.
INSTRUMENT NO. 200300112,
VOL. 1291, PG. 549 (D.P.R.B.C.T.X.)

LOCATION OF 30' WIDE
PRIVATE ROADWAY PER
INSTRUMENT NO. 200300112,
VOL. 1291, PG. 549 (D.P.R.B.C.T.X.)

DSRE HOMES, L.L.C.
PID 28986
TRACT 1
REMAINDER 145.30 ACRES.
INSTRUMENT NO. 201805190,
(D.P.R.B.C.T.X.)



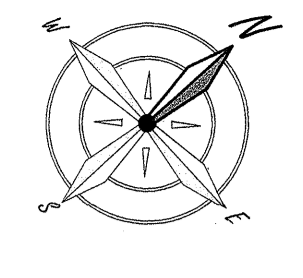


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FINAL PLAT

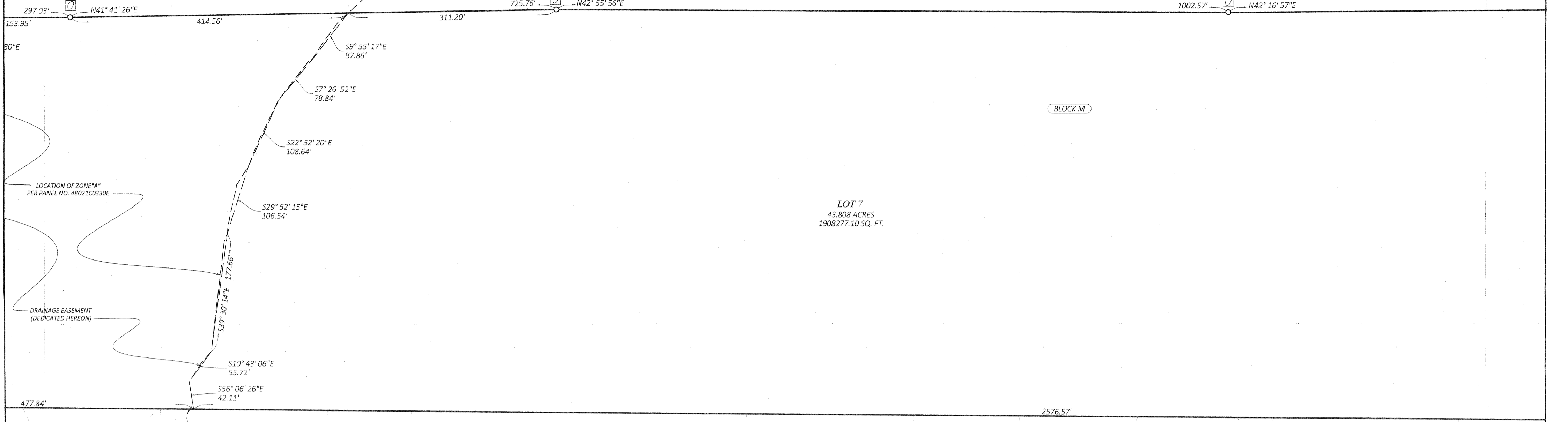
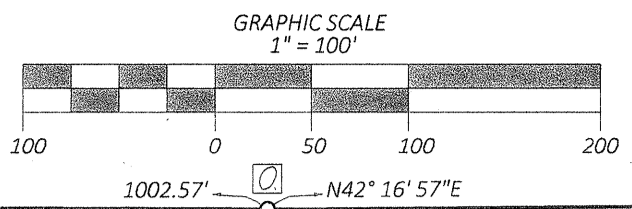
LAS ALAMEDAS SUBDIVISION

251.294 ACRES OUT OF THE ADISON LITTON SURVEY, ABSTRACT NO. 45,
SITUATED IN BASTROP COUNTY, TEXAS



7/135-B

DSRE, HOMES, LLC.
PID 28886
TRACT 1
REMAINDER 145.30 ACRES,
INSTRUMENT NO. 201805190,
G.D.P. 8.6 C.V. 2



C#	DELTA	RAD.	LENGTH	CHD BRG	CHD L.
C1	42°31'43"	460.00'	141.44'	N25°34'14"W	333.66'
C2	42°31'43"	540.00'	400.82'	S25°34'14"E	391.68'
C3	90°02'36"	15.00'	23.57'	S1°48'47"E	21.22'
C4	89°57'24"	15.00'	23.55'	S88°11'13"W	21.21'
C5	33°07'48"	15.00'	13.91'	N73°23'59"W	13.42'
C6	196°11'53"	60.00'	205.81'	N1°41'57"W	118.75'
C7	53°21'28"	15.00'	13.97'	N69°53'15"E	13.47'
C8	90°02'36"	15.00'	23.57'	N1°48'47"W	21.22'
C9	90°02'36"	15.00'	23.57'	N1°48'47"W	21.22'
C10	89°57'24"	15.00'	23.55'	N88°11'13"E	21.21'
C11	89°57'24"	15.00'	23.55'	N88°11'13"E	21.21'
C12	90°02'36"	15.00'	23.57'	N1°48'47"W	21.22'
C13	89°57'24"	15.00'	23.55'	N88°11'13"E	21.21'
C14	90°02'36"	15.00'	23.57'	S1°48'47"E	21.22'
C15	90°33'47"	15.00'	23.71'	N2°04'23"W	21.32'
C16	89°26'13"	15.00'	23.41'	N87°55'37"E	21.11'
C17	89°26'13"	15.00'	23.41'	S87°55'37"W	21.11'
C18	90°33'47"	15.00'	23.71'	S2°04'23"E	21.32'
C19	53°07'48"	15.00'	13.91'	N16°38'37"E	13.42'
C20	286°15'37"	60.00'	299.77'	S46°47'29"E	72.00'

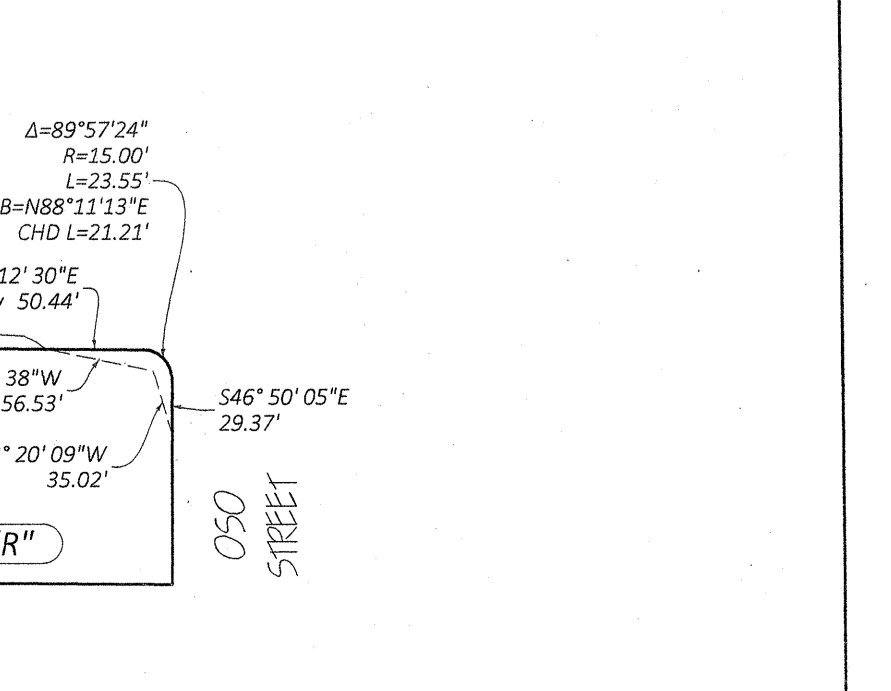
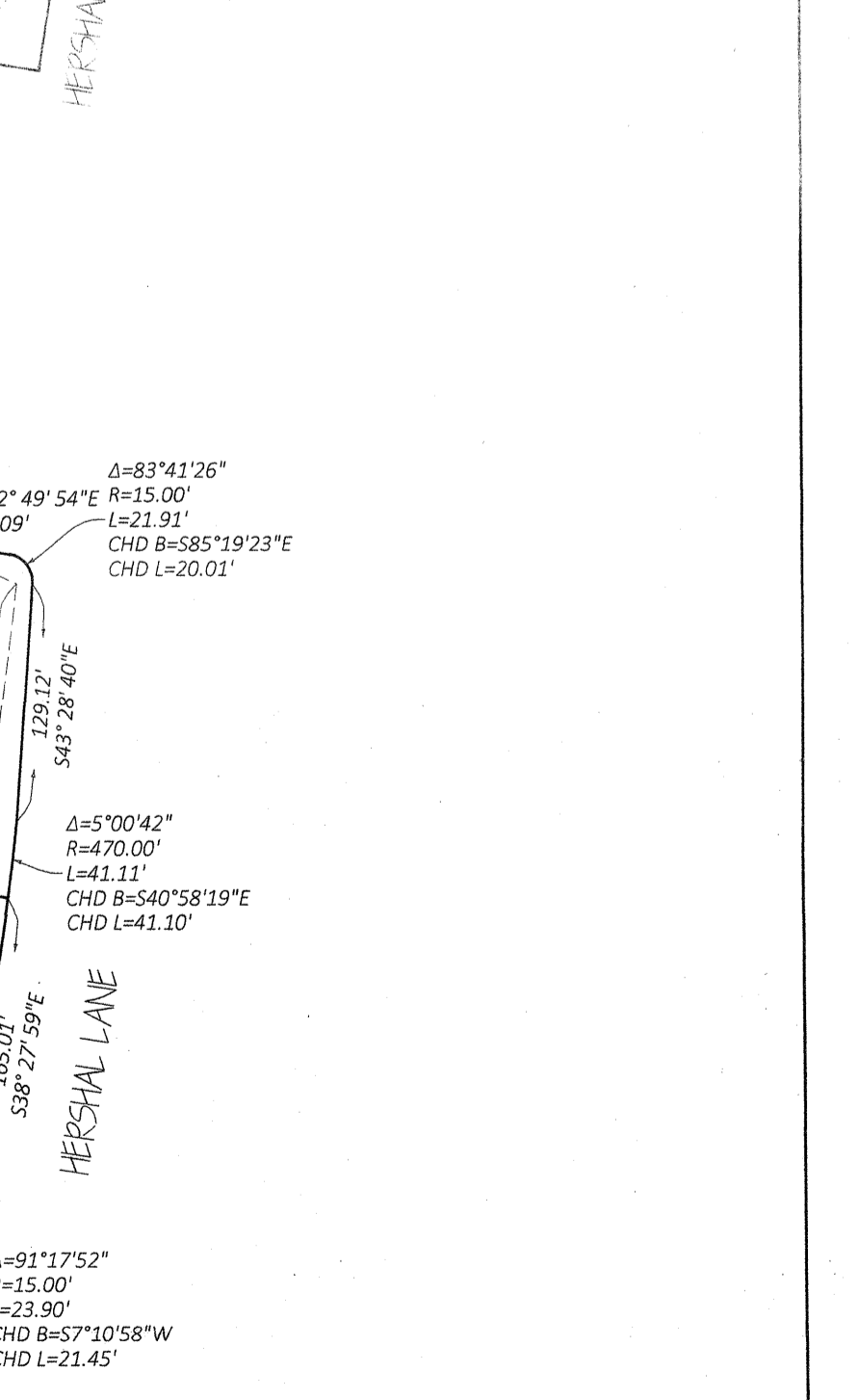
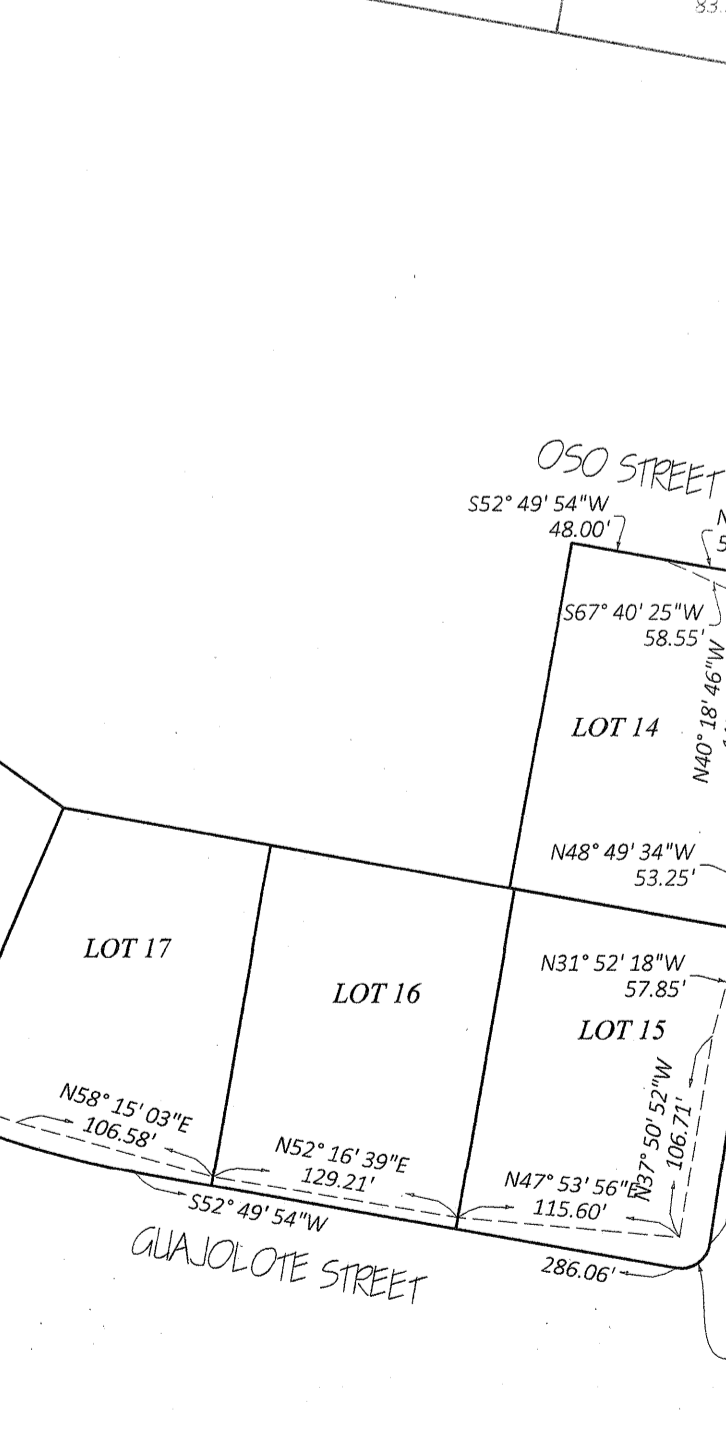
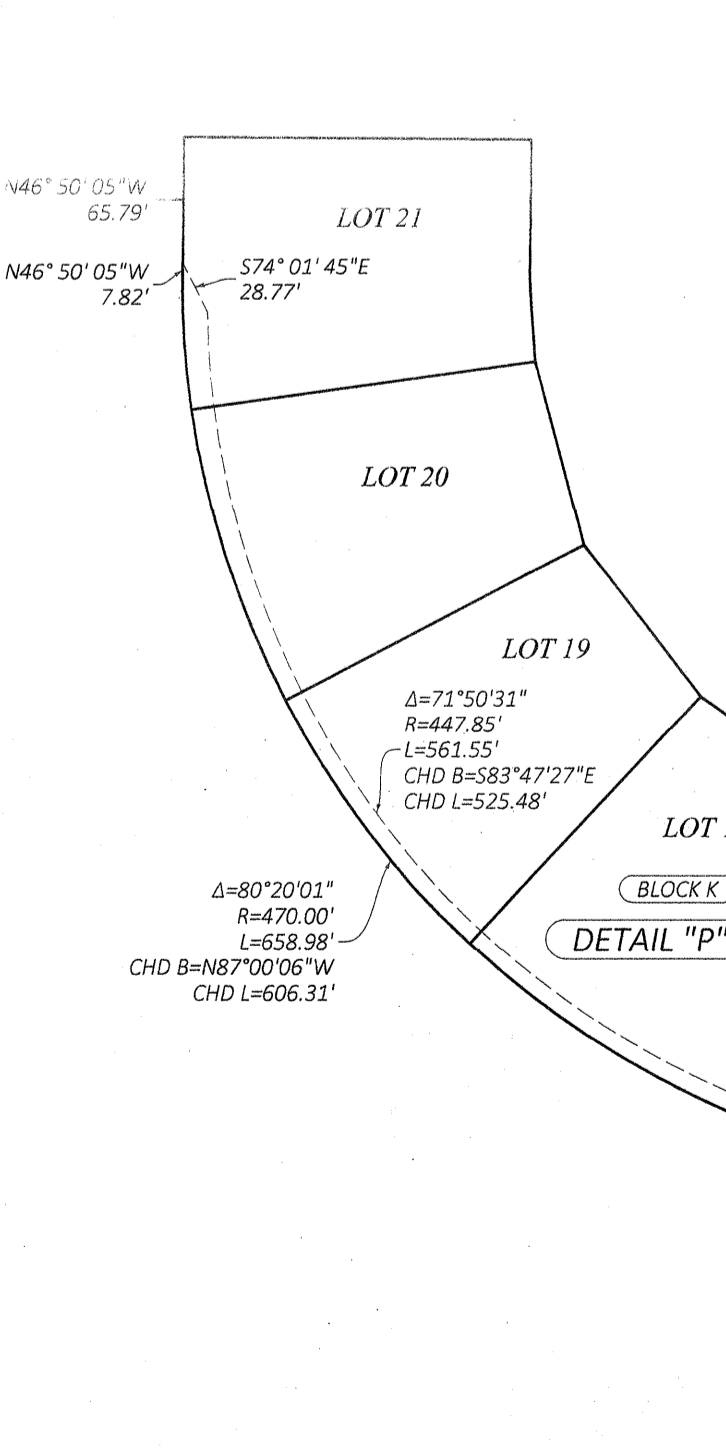
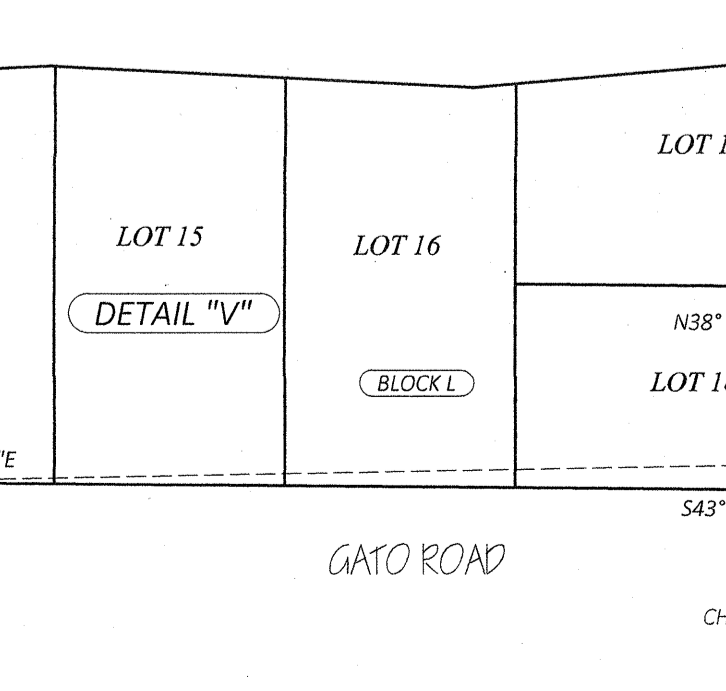
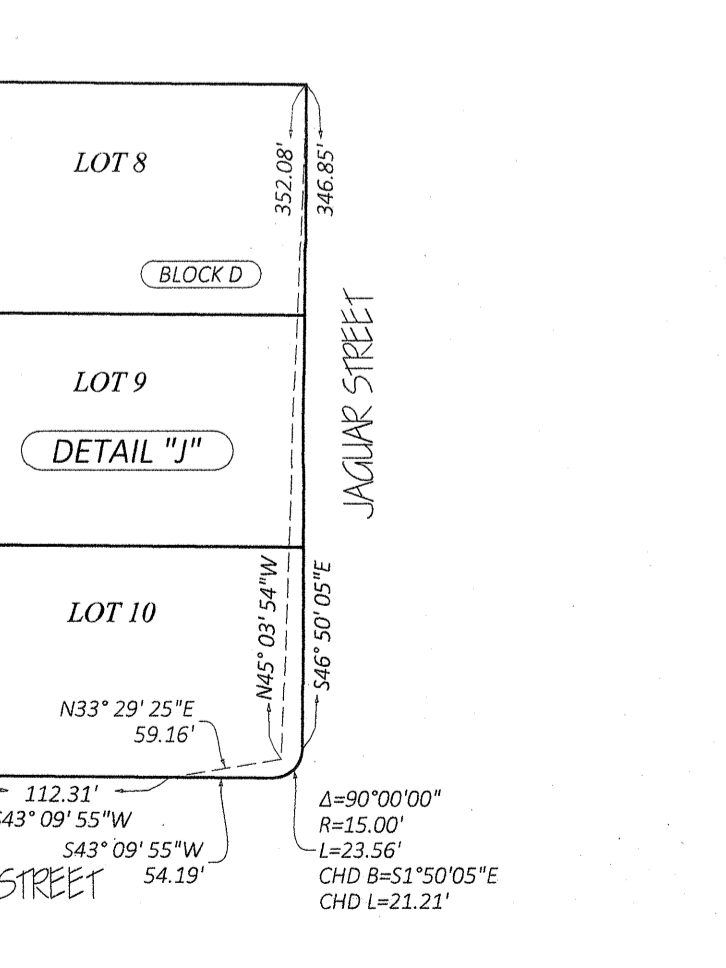
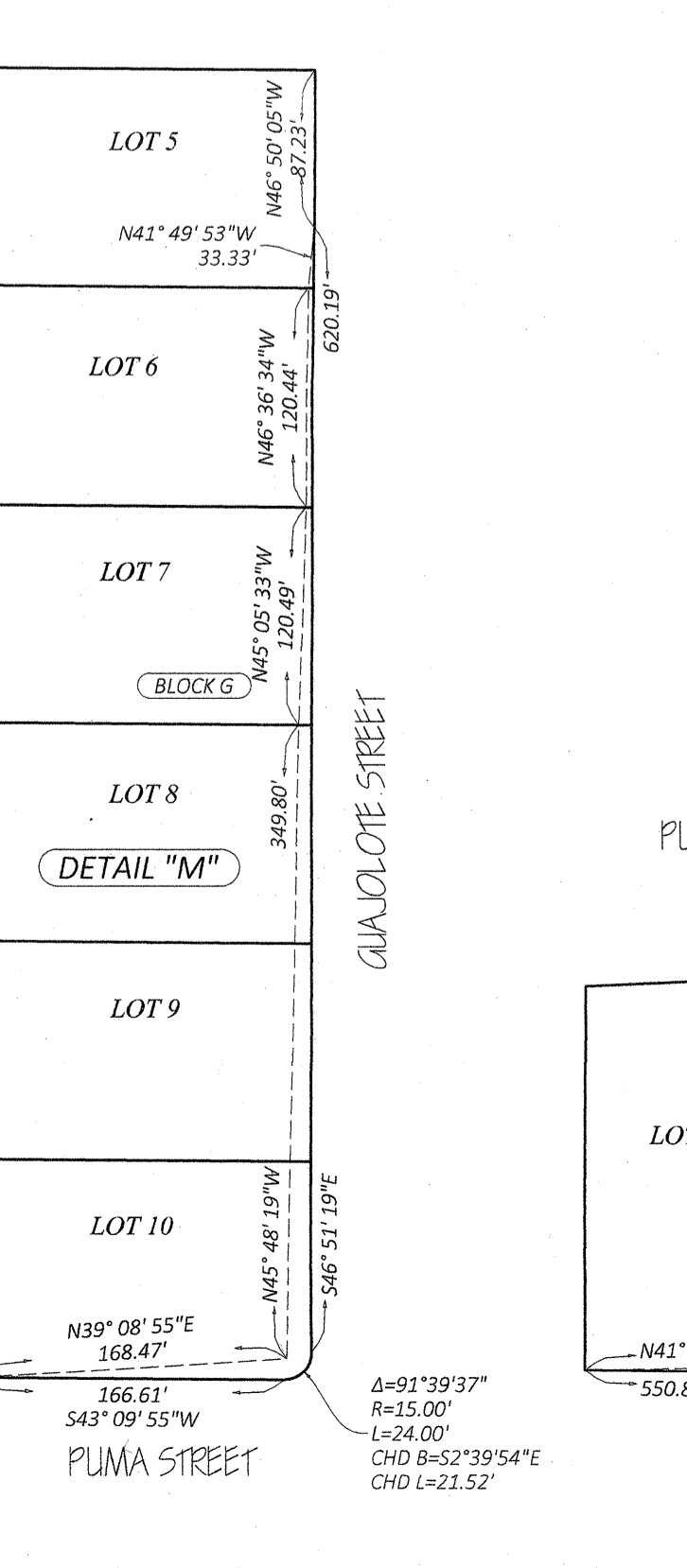
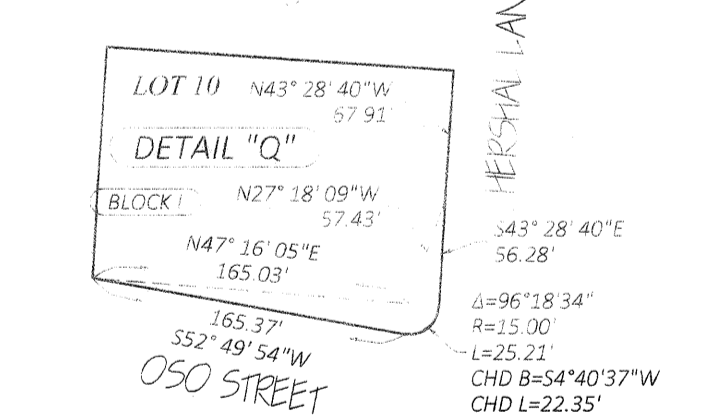
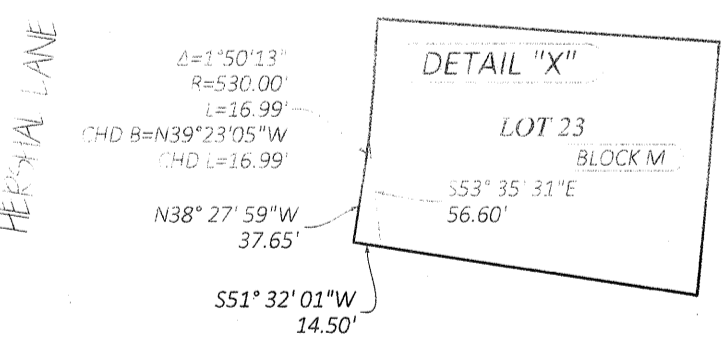
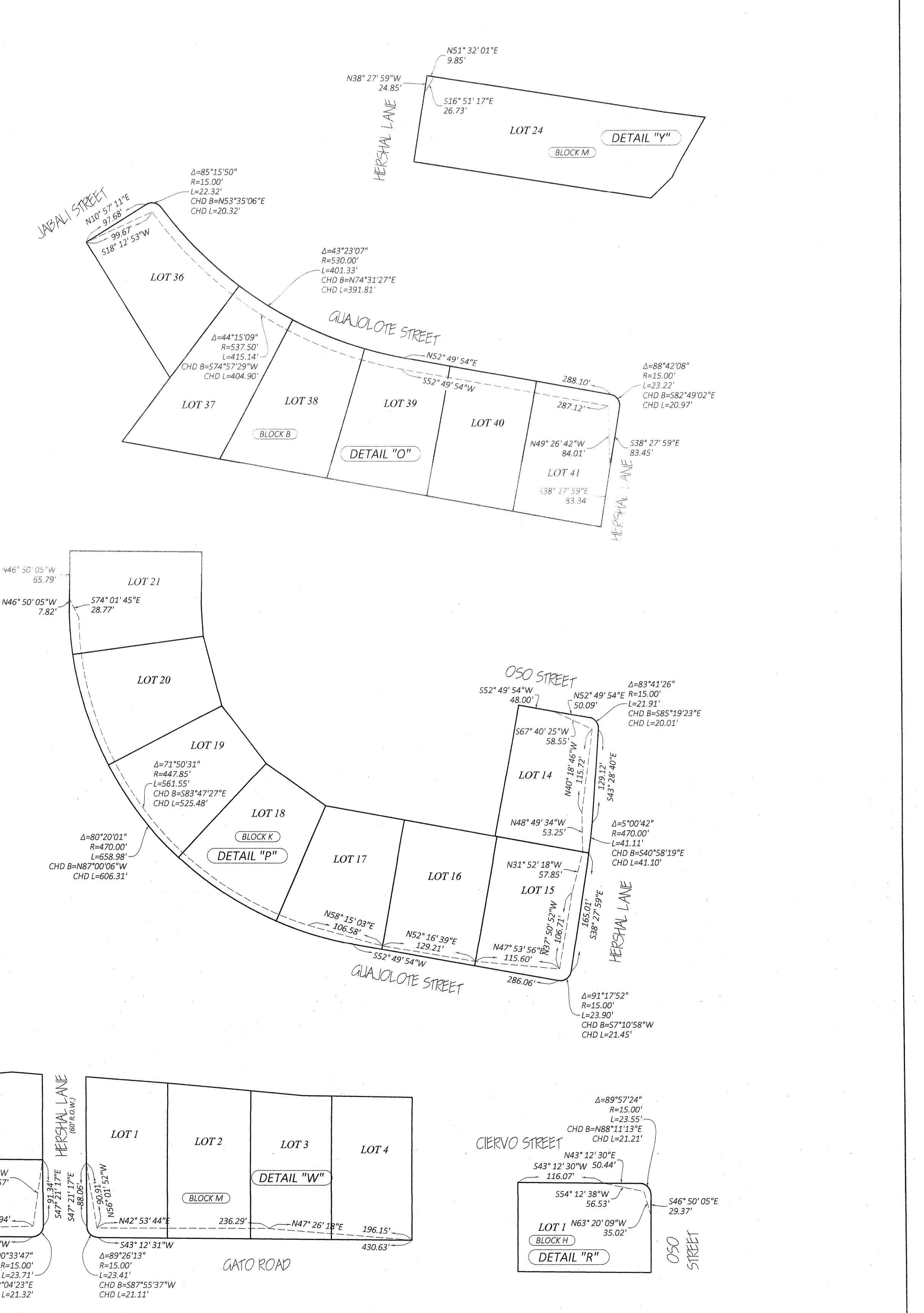
C#	DELTA	RAD.	LENGTH	CHD BRG	CHD L.
C21	53°07'48"	15.00'	13.91'	S69°46'25"W	13.42'
C22	17°06'55"	270.00'	80.65'	N38°47'49"W	80.35'
C23	17°06'55"	330.00'	98.58'	S38°47'49"E	98.21'
C24	16°33'07"	470.00'	135.78'	S38°30'55"E	135.31'
C25	11°26'03"	530.00'	105.77'	N35°57'23"W	105.39'
C26	84°52'55"	15.00'	22.22'	N0°46'03"E	20.24'
C27	90°00'00"	15.00'	23.56'	S88°11'13"W	21.21'
C28	3°18'49"	470.00'	27.18'	N45°08'05"W	27.18'
C29	3°18'49"	530.00'	30.65'	S45°08'05"E	30.65'
C30	96°18'34"	15.00'	25.21'	N4°40'37"E	22.35'
C31	83°41'26"	15.00'	21.91'	S85°19'23"E	20.01'
C32	5°00'42"	470.00'	41.11'	S40°58'19"E	41.10'
C33	5°00'42"	530.00'	46.36'	S40°58'19"E	46.34'
C34	91°17'52"	15.00'	23.90'	S7°10'58"W	21.45'
C35	88°42'08"	15.00'	23.22'	N82°49'02"W	20.97'
C36	89°57'24"	15.00'	23.55'	S88°11'13"W	21.21'
C37	90°02'36"	15.00'	23.57'	N1°48'47"W	21.22'
C38	53°07'48"	15.00'	13.91'	N20°16'11"W	13.42'
C39	196°15'37"	60.00'	205.52'	S88°09'55"W	118.79'
C40	53°07'48"	15.00'	13.91'	S16°36'01"W	13.42'

C#	DELTA	RAD.	LENGTH	CHD BRG	CHD L.
C41	90°00'00"	15.00'	23.56'	S88°09'55"W	21.21'
C42	90°00'00"	15.00'	23.56'	S1°50'05"E	21.21'
C43	90°00'00"	15.00'	23.56'	S88°09'55"W	21.21'
C44	90°00'00"	15.00'	23.56'	S1°50'05"E	21.21'
C45	90°00'00"	15.00'	23.56'	S88°09'55"W	21.21'
C46	90°00'00"	15.00'	23.56'	S1°50'05"E	21.21'
C47	90°00'00"	15.00'	23.56'	S88°09'55"W	21.21'
C48	91°39'37"	15.00'	24.00'	S2°39'54"E	21.52'
C49	78°48'26"	15.00'	20.63'	S82°34'08"W	19.04'
C50	1°39'37"	530.00'	15.36'	S47°39'54"E	15.36'
C51	16°16'59"	530.00'	150.62'	N66°10'09"W	150.12'
C52	80°20'01"	470.00'	658.98'	N87°00'06"W	606.31'
C53	85°15'50"	15.00'	22.32'	N31°40'43"W	20.32'
C54	85°15'50"	15.00'	22.32'	S53°35'06"W	20.32'
C55	53°07'48"	15.00'	13.91'	N37°31'06"E	13.42'
C56	286°15'37"	60.00'	299.77'	N79°02'49"W	72.00'
C57	53°07'48"	15.00'	13.91'	S15°36'43"E	13.42'
C58	43°23'07"	530.00'	401.33'	S74°31'27"W	391.81'
C59	90°02'36"	15.00'	23.57'	S1°48'47"E	21.22'
C60	89°57'24"	15.00'	23.55'	S88°11'13"W	21.21'

C#	DELTA	RAD.	LENGTH	CHD BRG	CHD L.
C61	89°57'24"	15.00'	23.55'	N88°11'13"E	21.21'
C62	90°02'36"	15.00'	23.57'	N1°48'47"W	21.22'
C63	89°57'24"	15.00'	23.55'	N88°11'13"E	21.21'
C64	90°02'36"	15.00'	23.57'	N1°48'47"W	21.22'
C65	89°57'24"	15.00'	23.55'	N88°11'13"E	21.21'
C66	90°02'36"	15.00'	23.57'	N1°48'47"W	21.22'
C67	90°02'36"	15.00'	23.57'	S1°48'47"E	21.22'
C68	89°57'24"	15.00'	23.55'	N88°11'13"E	21.21'
C69	89°57'24"	15.00'	23.55'	N88°11'13"E	21.21'
C70	90°02'36"	15.00'	23.57'	N1°48'47"W	21.22'
C71	89°57'24"	15.00'	23.55'	N88°11'13"E	21.21'
C72	90°02'36"	15.00'	23.57'	S1°48'47"E	21.22'
C73	53°07'48"	15.00'	13.91'	S20°16'11"E	13.42'
C74	186°35'38"	60.00'	195.40'	S87°00'06"E	119.80'
C75	53°07'48"	15.00'	13.91'	N26°15'59"E	13.42'
C76	80°20'01"	470.00'	65.90'	S87°00'06"E	60.63'
C77	40°30'34"	460.00'	325.23'	N24°33'39"W	318.50'
C78	13°10'04"	540.00'	124.10'	S10°53'24"E	123.83'
C79	12°43'57"	540.00'	120.00'	N23°50'24"W	119.75'
C80	2°01'09"	460.00'	16.21'	N45°49'30"W	16.21'

C#	DELTA	RAD.	LENGTH	CHD BRG	CHD L.
C81	3°29'01"	540.00'	32.83'	S45°05'35"E	32.83'
C82	18°34'46"	711.50'	230.72'	S20°55'00"E	229.71'
C83	5°50'49"	711.50'	72.61'	N14°33'01"W	72.58'
C84	12°43'57"	711.50'	158.11'	N23°50'24"W	157.79'
C85	55°20'44"	60.00'	57.96'	N72°17'31"W	55.73'
C86	71°22'14"	60.00'	74.74'	N8°56'02"W	70.00'
C87	69°48'54"	60.00'	73.11'	N61°39'32"E	68.67'
C88	63°49'49"	60.00'	66.84'	N21°59'37"E	63.44'
C89	39°03'55"	60.00'	40.91'	N73°26'29"E	40.12'
C90	183°21'53"	60.00'	192.02'	N4°39'23"E	119.95'
C91	15°19'20"	270.00'	72.20'	N39°41'36"W	71.99'
C92	1°47'35"	270.00'	8.45'	N31°08'09"W	8.45'
C93	11°01'14"	330.00'	63.47'	S41°50'39"E	63.38'
C94	6°05'41"	330.00'	35.10'	N33°17'12"W	35.09'
C95	12°25'28"	470.00'	101.92'	S36°27'06"E	101.72'
C96	1°19'22"	470.00'	10.85'	N46°07'48"W	10.85'
C97	1°59'26"	470.00'	16.33'	N44°28'24"W	16.33'
C98	5°59'35"	530.00'	55.44'	S55°49'41"W	55.41'
C99	13°22'36"	470.00'	109.73'	N59°31'12"E	109.48'
C100	11°28'33"	530.00'	106.15'	S64°33'45"W	105.98'

C#	DELTA	RAD.	LENGTH	CHD BRG	CHD L.
C101	9°24'29"	530.00'	87.03'	S75°00'16"W	86.93'
C102	19°31'10"	470.00'	160.12'	N75°58'05"E	159.35'
C103	16°30'30"	530.00'	152.71'	S87°57'46"W	152.18'
C104	19°31'10"	470.00'	160.12'	S84°30'45"E	159.35'
C105	16°16'59"	530.00'	150.62'	N66°10'09"W	150.12'
C106	19°31'10"	470.00'	160.12'	S64°59'35"E	159.35'
C107	8°23'55"	470.00'	68.89'	S51°02'02"E	68.83'
C108	59°51'73"	60.00'	57.90'	S14°31'50"E	55.68'
C109	71°37'11"	60.00'	75.00'	S48°55'33"W	70.21'
C110	71°37'11"	60.00'	75.00'	N59°27'16"W	70.21'
C111	87°43'41"	60.00'	91.87'	N20°13'09"E	83.15'
C112	13°08'42"	540.00'	123.89'	S36°46'44"E	123.62'
C113	17°06'55"	511.50'	152.79'	S38°47'49"E	152.23'
C114	12°25'28"	288.50'	62.56'	S36°27'06"E	62.44'
C115	11°01'14"	511.50'	98.39'	N41°50'39"W	98.23'
C116	6°05'41"	511.50'	54.41'	S33°17'12"E	54.38'
C117	0°38'23"	5679.58'	63.40'	S77°09'24"W	63.40'
C118	13°08'42"	540.00'	123.89'	S36°46'44"E	123.62'
C119	186°35'38"	60.00'	195.40'	S87°00'06"E	119.80'
C120	48°13'53"	60.00'	50.51'	N17°49'13"W	49.03'
C121	60°59'53"	60.00'	63.88'	S30°12'02"W	60.90'





City Limits & ETJ



Legend

- Parcels
- City Limit
- City Boundary
- County

ETJ Areas

- Statutory
- Area A
- Area B
- Development Agreements

0 0.25 0.5 1 Miles Date: 12/10/2018

N

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



STAFF REPORT

MEETING DATE: December 12, 2023

TITLE:

Hold a continuation of the public hearing and consider action to approve the second reading of Ordinance No. 2023-38, of the City Council of the City of Bastrop, Texas, establishing and adopting transportation impact fees; amending the Bastrop Code of Ordinances, Chapter 13, Article 13.12, by enacting sections 13.12.094 - 13.12.099 providing for definitions; providing for assessment of said impact fees; providing for the general administration of said impact fees; providing a severability clause; providing an effective date and an open meetings clause, providing adoption, repealer, severability, filing and enforcement; establishing an effective date

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, during the initial public hearing, opted for the maximum rate with a 12 month grace period.

FISCAL IMPACT:

To be determined dependent on the fee adopted.

RECOMMENDATION:

Consider exceptions to single family lots subdivided into less than 4, addition of one additional dwelling unit to the lot, and remodels constituting more than 50% of the appraised value for existing residential.

ATTACHMENTS:

1. Transportation Impact Fee (TIF) Final Report
2. Presentation to Planning Commission on 8.31.23
3. Proposed Ordinance (redlined) version
4. Proposed Ordinance (clean) version

CITY OF BASTROP, TX

ORDINANCE NO. 2023-38

ROADWAY IMPACT FEE

AN ORDINANCE OF THE CITY OF BASTROP, TEXAS, ESTABLISHING AND ADOPTING ROADWAY IMPACT FEES; AMENDING THE BASTROP CODE OF ORDINANCES, CHAPTER 13, ARTICLE 13.12, BY ENACTING SECTIONS 13.12.094 - 13.12.100 PROVIDING FOR DEFINITIONS; PROVIDING FOR ASSESSMENT OF SAID IMPACT FEES; PROVIDING FOR THE GENERAL ADMINISTRATION OF SAID IMPACT FEES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE AND AN OPEN MEETINGS CLAUSE.

WHEREAS, Texas Local Government Code, chapter 395, authorizes and provides the requirements for political subdivisions to impose impact fees on new developments in order to generate funding or recoup the costs of capital improvements or facility expansion necessitated by and attributable to the new development; and

WHEREAS, the Statute requires the City to conduct an impact fee study to determine the feasibility of adopting impact fees and the study includes development of the City’s Land Use Assumptions and Capital Improvements Plan Report and the calculation of the maximum allowable impact fees; and

WHEREAS, pursuant to Texas Local Government Code, Section 395.058, the City appointed the Impact Fee Advisory Committee, which is composed of the City’s Planning and Zoning Commission to assist in adopting land use assumptions and reviewing the capital improvements plan; and

WHEREAS, after notice of a public hearing was given as required by Texas Local Government Code, chapter 395, the City Council held a public hearing on June 13th, 2023 at which it approved the land use assumptions and capital improvements plan; and

WHEREAS, the City Council held a public hearing on September 19th, 2023 – December 12th, 2023 to consider the imposition of impact fees, and the Capital Improvement Advisory Committee filed its written comments on the proposed impact fees before the fifth business day of the date of the said public hearing; and

WHEREAS, the City Council files that the City has fully complied with Texas Local Government Code, chapter 395, in adopting an imposing the impact fees in this ordinance; and

WHEREAS, the City Council finds it to be in the best interest of the citizens of the City to adopt and approve the impact fees and related administrative processes described herein.

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

Section 1. Findings of Fact. The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact.

Section 2. Adoption of Roadway Impact Fees. The City Council hereby approves and adopts “Roadway Impact Fees” consistent with this ordinance.

Section 2. Amendment: Chapter 13, Division 13.12 of the City of Bastrop Code of Ordinances is hereby amended by revising Sections 13.12.001- 13.12.005 and adding Section 13.12.094 – 13.12.100 entitled “Roadway Impact Fees” to read as set forth in *Exhibit A* attached hereto and incorporated herein for all purposes.

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. The provisions set forth in *Exhibit “A”* shall take effect on December 12th, 2023.

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 26th day of September, 2023.

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

APPROVED:

by: _____
Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Exhibit A

**City of Bastrop
Code of Ordinances
Chapter 13: Utilities
Article 13.12 : IMPACT FEES**

DIVISION 1. - GENERALLY

Sec. 13.12.001 - Short title. (Amended)

This ordinance shall be known and cited as the ~~water and wastewater~~-impact fees ordinance.

Sec. 13.12.002 - Intent. (Amended)

This article is intended to impose roadway, water and wastewater impact fees, as established in this article, in order to finance public facilities, the demand for which is generated by new development in the designated service area.

Sec. 13.12.003 - Authority. (Amended)

This article is adopted pursuant to Texas Local Government Code, chapter 395 and the city Charter. The provisions of this article shall not be construed to limit the power of the city to utilize all powers and procedures authorized Texas Local Government Code, chapter 395, or other methods authorized under state law or pursuant to other city powers to accomplish the purposes set forth herein, either in substitution or in conjunction with this article. Guidelines may be developed by ordinance, resolution, or otherwise to implement and administer this article.

Sec. 13.12.004- Definitions. (Amended)

Capital improvement means a roadway facility with a life expectancy of three or more years, to be owned and operated by or on behalf of the city (including the city's share of costs for roadways and associated improvements designated on the City's master plan but constructed by another entity. "Capital improvement" includes a newly constructed roadway facility or the expansion of an existing roadway facility necessary to serve new development.

City means the City of Bastrop, Texas.

Credit means an amount equal to:

- (1) That portion of ad valorem tax 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

- (2) In the alternative, a credit equal to 50 percent of the total projected cost of implementing the roadway improvements plan.

(Credit is not to be confused with offset which is defined below.)

Development Agreement means a written agreement, including a consent agreement, between the City and the owner or developer of a property that establishes comprehensive defined transportation improvement requirements for the entire development.

Development unit(s) is the expression of the size of each land use planned within a particular development and is used to compute the number of service units consumed by each individual land use application.

Final plat approval means the point at which the applicant has complied with all conditions of approval and the plat has been released for filing with the county. This term applies to both original plats and replats.

Final plat recordation means the point at which the applicant has complied with all conditions precedent to recording an approved final plat in the county, including the final completion of and acceptance by the city of any infrastructure or other improvements required by the subdivision ordinance or any other ordinance and the plat is filed for record with the county clerk's office.

Land use assumptions means and includes a description of the service areas and the projections of population and employment growth and associated changes in land uses, densities and intensities adopted by the city, as may be amended from time to time, in each service area over a ten-year period upon which the roadway improvements plan is based. The land use assumptions are set out in the most recently updated land use assumptions for roadway impact fees adopted by resolution of the city council as amended from time to time.

Land use vehicle-mile equivalency tables or *LUVMET* are tables set forth in Table C in Section 13.12.095(c) that provide the standardized measure of consumption or use of roadway facilities attributable to a new development based on the land use category of the development and historical data and trends applicable to the city during the previous ten years. The LUVMET recognizes and expresses the magnitude of the transportation demand created by different land use categories within a particular development and allows different uses of land to more accurately bear the cost and expense of the impacts generated by such uses. The LUVMET expresses the number of service units consumed by each individual land use application as "vehicle miles per development unit".

Maximum assessable roadway impact fees mean the fees set out in Table A in Section 13.12.095(a).

New development means the subdivision of land and/or the construction, reconstruction, redevelopment, conversion, structural alteration, relocation, or enlargement of any structure, or any use or extension of the use of land which has the

effect of increasing the requirements for capital improvements, measured by an increase in the number of service units to be generated by such activity.

Offset or *offsets* means the amount of the reduction of an impact fee designed to fairly reflect the value of any construction of, contributions to, or dedications of a system facility agreed to or required by the city as a condition of development approval, pursuant to rules herein established or pursuant to city council-approved administrative guidelines which value shall be credited on an actual cost basis against roadway facilities impact fees otherwise due from the development. (Offset is not to be confused with "credit", which is defined above.)

Recoup means to reimburse the city for capital improvements which the city has previously installed or caused to be installed.

Roadway means any or arterial or collector streets or roads designated in the city's adopted master thoroughfare plan, as may be amended from time to time. The term includes the city's share of costs for roadways designated as a numbered highway on the official federal or state highway system.

Roadway facility means an improvement or appurtenance to a roadway which includes, but is not limited to, rights-of-way, whether conveyed by deed or easement; intersection improvements; traffic signals; turn lanes; drainage facilities associated with the roadway; street lighting or curbs. "Roadway facility" also includes any improvement or appurtenance to an intersection with a roadway officially enumerated in the federal or state highway system. "Roadway facility" includes the city's share of costs for roadways and associated improvements designated as a numbered highway on the official federal or state highway system, including local matching funds and costs related to utility line relocation and the establishment of curbs, gutters, drainage appurtenances, and rights-of-way. "Roadway facility" excludes those improvements or appurtenances to a roadway which are site-related facilities.

Roadway impact fee means a charge or assessment imposed by the city, as set forth in subsection 13.12.095(b), 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. "Impact fees" or "roadway impact fees" do not include road escrow payments for site-related facilities imposed under facility agreements in existence on the effective date. The term is inclusive of both the maximum assessable roadway impact fee and the roadway impact fee collection rate as herein described. The term also does not include dedication of rights-of-way or easements or construction or dedication of drainage facilities, streets, sidewalks, or curbs if the dedication or construction is required by the subdivision ordinance and is necessitated by and attributable to the new development.

Roadway impact fee collection rate means the fees set out in Table B in Section 13.12.095(B)

Roadway improvements plan identifies the capital improvements or facility expansions and associated costs for each roadway service area that are necessitated by and which are attributable to new development within the service area, for a period not to exceed

ten years, which capital improvements are to be financed in whole or in part through the imposition of roadway impact fees pursuant to this article. The roadway improvements plan and land use assumptions were adopted by resolution of the city council, and may be amended from time to time. This definition does not include the City's approved 5-year CIP evaluated on an annual basis pursuant to City Charter and local ordinance.

Roadway service area means the geographic area(s) within the city's corporate limits, which do not exceed six miles and within which geographic area(s) roadway impact fees for capital improvements will be collected for new development occurring within such area, and within which fees so collected will be expended for those capital improvements identified in the roadway improvements plan to be located within the roadway service area. "Roadway service area" does not include any land outside the city limits.

Service unit means one vehicle mile of travel in the afternoon peak hour of traffic and is also referred to as a "vehicle mile."

Site-related facility means an improvement or facility which is constructed for the primary use or benefit of a new development and/or which is for the primary purpose of safe and adequate provision of roadway facilities to serve the new development and which is not included in the roadway improvements plan and for which the developer or property owner is solely responsible under the subdivision, and/or other applicable, regulations. Site-related facility may include an improvement or facility which is located offsite, or within or on the perimeter of the development site.

System facility means a capital improvement which is designated in the roadway improvements plan and which is not a site-related facility. A system facility may include a capital improvement which is located off-site, within, or on and along the perimeter of the new development site.

TIA means a traffic impact analysis prepared in accordance with applicable City ordinances, guidelines, manuals, and policies. TIA does not include a fee in lieu of a TIA.

Sec. 13.12.005 - Applicability (Amended)

- (a) This article shall be uniformly applicable to new development that occurs within the water and wastewater service areas. This article shall be uniformly applicable to new development in roadway impact fee service areas, except for section 13.12.007 through section 13.12.016 and section 13.12.018 through section 13.12.022 and section 13.12.024 through section 13.12.026, which are not applicable. Specific provisions for roadway impact fees are included in section 13.12.094 through section 13.12.099.
- (b) No new development shall be exempt from the assessment of impact fees except as defined in this article or in Texas Local Government Code Chapter 395.

DIVISION 4. – ROADWAY FACILITIES (New)

Sec. 13.12.094 Service areas; applicability; effective date

(a) The city is hereby divided into two roadway service areas as shown on the official roadway service area map. The official roadway service area map, which, together with all explanatory matter thereon, is hereby adopted by reference and declared to be a part of this article. The official roadway service area map shall be identified by the signature of the mayor attested by the city secretary and bearing the seal of the City of Bastrop under the following words:

“This is to certify that this is the official roadway service area map referred to in Article 13.12.027 of the Code of Ordinances, City of Bastrop, Texas.”

- (b) The provisions of this article apply to all new development within the service areas described above. The provisions of this article apply uniformly within each roadway service area.
- (c) This article is intended to ensure the provision of adequate roadway facilities to serve new development in the city by requiring each development to pay its share of the costs of such improvements necessitated by and attributable to such new development.
- (d) This article shall take effect on December 12th, 2023.

Sec. 13.12.095 Roadway impact fees per service unit.

(a) The City hereby adopts the maximum assessable roadway impact fee per service unit for each roadway service area set forth in Table A below. Each new development shall be assessed the maximum assessable roadway impact fee and shall pay the roadway impact fee collection rate set forth in Table B, as applicable, minus any applicable offsets, as described herein.

**Table A
MAXIMUM ASSESSABLE ROADWAY IMPACT FEE PER SERVICE UNIT**

Service Area A	\$2,349.00
Service Area B	\$1,414.00

(b) The roadway impact fee per service unit for all service areas shall be adopted, assessed, and collected as set forth below. No building permit shall be issued until an assessment of an impact fee pursuant to this article is made and paid in accordance with the assessment and collection procedures set forth herein.

(1) For all property with final plat approval dated before the effective date of this article, the roadway impact fees will be assessed on December 12th, 2023 and will be charged at building permit application dated on or after December

12th, 2024 as set forth in Table B. No roadway impact fees shall be collected for any building permit issued prior to December 12th, 2024.

- (2) For all property with final plat approval on or after the effective date of this article, the roadway impact fees will be assessed at final plat approval and will be charged at building permit application as set forth in Table B. No roadway impact fees shall be collected for any building permit issued prior to December 12th, 2024.

Table B – Collection Rate Table

Service Areas	Collection Rate
A	\$2,349.00
B	\$1,414.00

- (c) The land use vehicle-mile equivalency tables are set forth below:

Table C
Land Use Vehicle-Mile Equivalency Table ("LUVMET")

Land Use Category	ITE Land Use Code	Development Unit	Trip Gen Rate (PM)	Pass-by Rate	Trip Rate	Trip Length (mi)	Adj. For O-D	Adj. Trip Menth (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										
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	522	Student(s)	0.15	0%	0.15	1.67	50%	0.83	0.83	0.12
High School	525	Student(s)	0.14	0%	0.14	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	0.75	0.37
Day Care Center	565	1,000 SF GFA	11.12	44%	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										
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)	0.14	0%	0.14	5.99	50%	3.00	3.00	0.42
Animal Hospital/Veterinary Clinic	640	1,000 SF GFA	3.53	30%	2.47	5.99	50%	3.00	3.00	7.41
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										
Automobile Care Center	942	1,000 SF GFA	3.11	40%	1.87	5.83	50%	2.92	2.92	5.46
Automobile Parts Sales	843	1,000 SF GFA	4.90	43%	2.79	5.83	50%	2.92	2.92	8.15
Gasoline/Service Station	944	Fueling Position(s)	13.91	57%	5.98	1.51	50%	0.75	0.75	4.49
Gasoline Station w/ Convenience Market	945	Fueling Position(s)	18.42	56%	8.10	1.51	50%	0.75	0.75	6.08
Automobile Sales (New)	840	1,000 SF GFA	2.42	20%	1.94	5.83	50%	2.92	2.92	5.66
Quick Lubrication Vehicle Shop	941	Service Position(s)	4.85	40%	2.91	5.83	50%	2.92	2.92	8.50
Automated Car Wash	948	Car Wash Tunnel(s)	77.50	40%	46.50	1.51	50%	0.76	0.76	35.34
Tire Store	848	1,000 SF GFA	2.09	25%	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%	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%	16.61	1.55	50%	0.78	0.78	12.96
High-Turnover (Sit-Down) Restaurant	932	1,000 SF GFA	9.05	43%	5.16	1.55	50%	0.78	0.78	4.02
Quality Restaurant	931	1,000 SF GFA	7.80	44%	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%	11.70	1.55	50%	0.78	0.78	9.13
Other Retail										
Free Standing Discount Store	813	1,000 SF GFA	4.83	20%	3.86	5.83	50%	2.92	2.92	11.27
Nursery (Garden Center)	817	1,000 SF GFA	6.94	30%	4.86	5.83	50%	2.92	2.92	14.19
Home Improvement Superstore	862	1,000 SF GFA	2.29	42%	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%	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%	5.23	5.83	50%	2.92	2.92	15.27
Shopping Center (>150k SF)	820	1,000 SF GFA	3.40	29%	2.41	5.83	50%	2.92	2.92	7.04
Shopping Plaza (40-150k)	821	1,000 SF GFA	5.19	40%	3.11	5.83	50%	2.92	2.92	9.08
Strip Retail Plaza (<40k SF)	822	1,000 SF GFA	6.59	40%	3.95	5.83	50%	2.92	2.92	11.53
Supermarket	850	1,000 SF GFA	8.95	24%	6.80	5.83	50%	2.92	2.92	19.86
Toy/Children's Superstore	864	1,000 SF GFA	5.00	30%	3.50	5.83	50%	2.92	2.92	10.22
Department Store	875	1,000 SF GFA	1.95	30%	1.37	5.83	50%	2.92	2.92	4.00
SERVICES										
Walk-In Bank	911	1,000 SF GFA	12.13	40%	7.28	6.11	50%	3.05	3.05	22.20
Drive-In Bank	912	Drive-In Lane(s)	21.01	35%	13.66	6.11	50%	3.05	3.05	41.66
Hair Salon	918	1,000 SF GLA	1.45	30%	1.02	6.11	50%	3.05	3.05	3.11

- (d) The maximum assessable roadway impact fee per service unit set forth in Table A that is assessed to new development is declared to be the roughly proportionate measure of the impact(s) generated by a new unit of development on the city's transportation system. To the extent that the roadway impact fee per service unit collected is less than the maximum assessable roadway impact fee per service unit, such difference is hereby declared to be founded on policies unrelated to the measurement of the actual impacts of the development on the city's transportation system. The maximum assessable roadway impact fee per service unit may be used in evaluating any claim by an applicant, developer, or property owner that the dedication, construction, or contribution of a capital improvement imposed as a condition of development approval pursuant to the city's regulations is not roughly proportionate to the impact(s) of the new development on the city's transportation system.
- (e) Except as herein otherwise provided, the payment of a roadway impact fee shall be additional and supplemental to, and not in substitution of, any other tax, fee, charge or assessment which is lawfully imposed on and due against the new development.

13.12.096 Assessment of roadway impact fees.

- (a) Assessment of the roadway impact fee per service unit for any new development shall be made as set forth in Section 13.12.095.
- (b) Following assessment of the roadway impact fee pursuant to subsection (a), the amount of the roadway impact fee assessed per service unit for that new development cannot be increased, unless the owner proposes to change the approved development by the submission of a new application for final plat approval or replat approval or other development applicant that results in approval of additional service units, in which case new assessment shall occur at the rate then in effect, as set forth in Section 13.12.095(b).
- (c) Following the vacating of any plat or submittal of any replat, a new assessment must be made in accordance with the then current impact fee as set forth in Section 13.12.095.
- (d) Approval of an amending plat pursuant to Texas Local Government Code § 212.016, is not subject to reassessment of a roadway impact fee hereunder provided that the use of the property remains the same.
- (e) The City Manager or designee shall compute the assessment of roadway impact fees for new development by first determining whether the new development is eligible for offsets calculated in accordance with section 13.12.098, which would further reduce roadway impact fees otherwise due in whole or in part.

13.12.097 Payment and collection of roadway impact fees.

- (a) For all new developments, roadway impact fees shall be collected at the time of application for and in conjunction with the issuance of a building permit; however, the City has the ability to require construction greater than the transportation impact fee collection rate for amounts up to the maximum assessable

transportation impact fee. The roadway impact fees to be paid and collected are listed in Section 13.12.095(b). The city reserves the right to enter into an agreement with a developer for a different time and manner of payment of roadway impact fees in which case the agreement shall determine the time and manner of payment.

- (b) The city shall compute the roadway impact fees to be paid and collected for the new development in the following manner:
- (1) Determine the number of development units for each land use category in the new development using Table C then in effect.
 - (2) Multiply the number of development units for each land use category in the new development by the vehicle miles (per development unit) for each such land use category also found in Table C then in effect to determine the number of service units attributable to the new development.
 - (3) The amount of roadway impact fees to be collected shall be determined by multiplying the number of service units for the new development by the roadway impact fee per service unit for the applicable roadway service area and shall be calculated at the time of application for and in conjunction with the issuance of a building permit.
 - (4) If an agreement as described in section 13.12.098 providing for offsets exists, the amount of the offsets shall be deducted from the roadway impact fees as calculated above.
- (c) If the building permit for which a roadway impact fee has been paid has expired, and a new application is thereafter filed, the roadway impact fees shall be computed using the LUVMET found in Table C and section 13.12.095(b) then in effect with credits for previous payment of fees being applied against any new fees due.
- (d) Whenever the property owner proposes to increase the number of service units for a development, the additional roadway impact fees collected for such new service units shall be determined by using the LUVMET found in Table C and section 13.12.095(b) then in effect, and such additional fees shall be collected at the times prescribed by this section.
- (e) Where an application for a building permit is for a "shell" or speculative building proposed to be used as a shopping center, the amount of the roadway impact fee will be calculated assuming that the entire building will be used as a "shopping center" as shown on Table C. Where a subsequent application for a building permit is made for the finish-out of the shell building, or portion thereof, for the ultimate use, an additional roadway impact fee shall be charged and paid if the ultimate use is different from a "shopping center".
- (f) Where an application for a building permit is for a "shell" or speculative building proposed to be used as an office building, the amount of the roadway impact fee will be calculated assuming that the entire building will be used as a "general office building" as shown on Table C. Where a subsequent application for a building permit is made for the finish-out of the shell building, or portion thereof, for the

ultimate use, an additional roadway impact fee shall be charged and paid if the ultimate use is different from a "general office building".

- (g) Where an application for a building permit is for a "shell" or speculative building proposed to be used as an industrial use or industrial flex space, the amount of the roadway impact fee will be calculated assuming that the entire building will be used as "general light industrial" as shown on Table C. Where a subsequent application for a building permit is made for the finish-out of the shell building, or portion thereof, for the ultimate use, an additional roadway impact fee shall be charged and paid if the ultimate use is different from "general light industrial".

13.12.098 Offsets against roadway impact fees.

- (a) The city may offset the cost of construction of any system facility that is required or agreed to by the city, pursuant to rules established in this section or pursuant to administrative guidelines promulgated by the city with the following limitations:
- (1) The offset shall be associated with the plat or other detailed plan of development for the property that is to be served by the roadway facility.
 - (2) Projects that consist of multiple phases, whether approved before or after the effective date of this article, may apply for offsets against roadway impact fees for the entire project based upon improvements or funds toward construction of system facilities, or other roadway capital improvements supplying excess capacity. Offset shall be determined by comparing the actual costs of roadway capital improvements supplied by the project with the costs of roadway capital improvements to be utilized by development within the project, utilizing a methodology approved by the city. The offset determination shall be incorporated within an agreement for offsets, in accordance with this article. The roadway requirements of an agreement for offsets shall not be less than what is required by the zoning and development code.
 - (3) The city's then-current policies and regulations shall apply to determine a new development's obligations to construct adjacent system facilities. The obligation to construct, however, shall not exceed the maximum assessable roadway impact fees assessed against new development under Table A. Construction required under such policies and regulations shall be an offset against the amount of impact fees otherwise due. If the costs of constructing a system facility in accordance with the then current city policies and regulations are greater than the amount of the roadway impact fees due, the amount of the credit due shall be deemed to be one hundred percent (100%) of the assessed impact fees and no roadway impact fees shall be collected thereafter for the development, unless the number of service units is subsequently increased.
 - (4) All offsets against roadway impact fees shall be based upon standards promulgated by the city, which may be adopted as administrative guidelines, including the following standards:
 - a. No offset shall be given for the dedication or construction of site-related facilities.

- b. No offset shall be given for a roadway facility which is not identified within the roadway improvements plan, unless the facility is on or qualifies for inclusion on the transportation master plan and the city agrees that such improvement supplies capacity to new development other than the development paying the roadway impact fee and provisions for offsets are incorporated in an agreement for offsets pursuant to this article.
 - c. In no event will the city grant an offset when no roadway impact fees can be collected pursuant to this article or for any amount exceeding the roadway impact fees due for the new development, unless expressly agreed to by the city in writing.
 - d. The value of right-of-way dedicated for site-related facilities will not be considered for an offset.
 - e. The fair market value of right-of-way conveyed for roadway facilities that are not required by the new development will be entitled to an offset. If said roadway facilities are partially required by the new development, said portion shall not be entitled to an offset. The fair market value of the conveyed right-of-way will be determined by either:
 - 1. The appropriate Central Appraisal District,
 - 2. By agreement, or
 - 3. By a MAI appraisal obtained by the city.
 - f. The city may participate in the costs of a system facility to be dedicated to the city, including costs that exceed the amount of the impact fees due for the development, in accordance with policies and rules established by the city. The amount of any offset for construction of a system facility shall be reduced by the amount of any participation funds received from the city.
 - g. Where funds for roadway facilities have been escrowed under an agreement that was executed with the city prior to the effective date of this article, the following rules apply:
 - 1. Funds expended under the agreement for roadway facilities shall first be credited against the amount of roadway impact fees that would have been due under section 13.12.095(b) for those units of development for which building permits already have been issued;
 - 2. Any remaining funds shall be credited against roadway impact fees due for the development under section 13.12.095(b) at the time building permits are issued.
- (b) Except as provided below, offsets for construction of capital improvements shall be deemed created when the capital improvements are completed and the city has accepted the facility. In the case of capital improvements constructed and accepted prior to the December 12th, 2023, the offset shall be deemed created on said date. Offsets created on or before December 12th, 2023 shall expire ten years from such date. Offsets created after December 12th, 2023 shall expire ten years from the date

the offset was created. Upon application by the property owner, the city may agree to extend the expiration date for an offset on mutually agreeable terms.

- (c) Unless an agreement for offsets, as described herein, is executed providing for a different manner of applying offsets against roadway impact fees due, an offset associated with a plat shall be applied at the time of application for the first building permit and, at each building permit application thereafter, to reduce roadway impact fees due until the offset is exhausted.
- (d) An owner of new development who has constructed or financed a roadway capital improvement or roadway facility expansion designated in the roadway impact fee capital improvements plans, or other roadway capital improvement that supplies excess capacity, as required or authorized by the city, shall enter into an agreement with the city to provide for offsets against roadway impact fees due for the development in accordance with this subsection. The agreement shall identify the basis for and the method for computing and the amount of the offset due and any reduction in offsets attributable to consumption of road capacity by developed lots or tracts served by the roadway capital improvements. For multi-phased projects, the city may require that total offsets be proportionally allocated among the phases. If authorized by the city, the agreement also may provide for allocation of offsets among new developments within the project, and provisions for the timing and collection of roadway impact fees.

13.12.099 Use of proceeds of roadway impact fees.

- (a) The roadway impact fees collected within each roadway service area may be used to finance, pay for or to recoup the costs of any roadway facility identified in the roadway improvements plan for the roadway service area, including the construction contract price, surveying and engineering fees, land acquisition costs (including land purchases, court awards and costs, attorney's fees, and expert witness fees), and amounts designated in any reimbursement agreements executed pursuant to section 13.12.098
- (b) Roadway impact fees may be used to pay for the contract services of an independent qualified engineer or financial consultant preparing or updating the roadway improvements plan who is not an employee of the political subdivision.
- (c) Roadway impact fees also may be used to pay the principal sum and interest and other finance costs on bonds, notes or other obligations issued by or on behalf of the city to finance such capital improvement.

13.12.010 Reduction to fees otherwise due.

- (a) The roadway impact fees collected pursuant to Section 13.12.095, Table B may be reduced by 100% of the collection rate due at building permit if the land use is an Accessory Dwelling Unit (ADU). This provision to reduce impact fees otherwise due at building permit is limited to one ADU per residential lot.

13.12.101 – 13.12.115 Reserved.

CITY OF BASTROP, TX

ORDINANCE NO. 2023-38

ROADWAY IMPACT FEE

AN ORDINANCE OF THE CITY OF BASTROP, TEXAS, ESTABLISHING AND ADOPTING ROADWAY IMPACT FEES; AMENDING THE BASTROP CODE OF ORDINANCES, CHAPTER 13, ARTICLE 13.12, BY ENACTING SECTIONS 13.12.094 - 13.12.100 PROVIDING FOR DEFINITIONS; PROVIDING FOR ASSESSMENT OF SAID IMPACT FEES; PROVIDING FOR THE GENERAL ADMINISTRATION OF SAID IMPACT FEES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE AND AN OPEN MEETINGS CLAUSE.

WHEREAS, Texas Local Government Code, chapter 395, authorizes and provides the requirements for political subdivisions to impose impact fees on new developments in order to generate funding or recoup the costs of capital improvements or facility expansion necessitated by and attributable to the new development; and

WHEREAS, the Statute requires the City to conduct an impact fee study to determine the feasibility of adopting impact fees and the study includes development of the City’s Land Use Assumptions and Capital Improvements Plan Report and the calculation of the maximum allowable impact fees; and

WHEREAS, pursuant to Texas Local Government Code, Section 395.058, the City appointed the Impact Fee Advisory Committee, which is composed of the City’s Planning and Zoning Commission to assist in adopting land use assumptions and reviewing the capital improvements plan; and

WHEREAS, after notice of a public hearing was given as required by Texas Local Government Code, chapter 395, the City Council held a public hearing on June 13th, 2023 at which it approved the land use assumptions and capital improvements plan; and

WHEREAS, the City Council held a public hearing on September 19th, 2023 – December 12th, 2023 to consider the imposition of impact fees, and the Capital Improvement Advisory Committee filed its written comments on the proposed impact fees before the fifth business day of the date of the said public hearing; and

WHEREAS, the City Council files that the City has fully complied with Texas Local Government Code, chapter 395, in adopting an imposing the impact fees in this ordinance; and

WHEREAS, the City Council finds it to be in the best interest of the citizens of the City to adopt and approve the impact fees and related administrative processes described herein.

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

Section 1. Findings of Fact. The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact.

Section 2. Adoption of Roadway Impact Fees. The City Council hereby approves and adopts “Roadway Impact Fees” consistent with this ordinance.

Section 2. Amendment: Chapter 13, Division 13.12 of the City of Bastrop Code of Ordinances is hereby amended by revising Sections 13.12.001- 13.12.005 and adding Section 13.12.094 – 13.12.100 entitled “Roadway Impact Fees” to read as set forth in *Exhibit A* attached hereto and incorporated herein for all purposes.

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. The provisions set forth in *Exhibit “A”* shall take effect on December 12th, 2023.

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 26th day of September, 2023.

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

APPROVED:

by: _____
Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Exhibit A

**City of Bastrop
Code of Ordinances
Chapter 13: Utilities
Article 13.12 : IMPACT FEES**

DIVISION 1. - GENERALLY**Sec. 13.12.001 - Short title. (Amended)**

This ordinance shall be known and cited as the ~~water and wastewater~~-impact fees ordinance.

Sec. 13.12.002 - Intent. (Amended)

This article is intended to impose roadway, water and wastewater impact fees, as established in this article, in order to finance public facilities, the demand for which is generated by new development in the designated service area.

Sec. 13.12.003 - Authority. (Amended)

This article is adopted pursuant to Texas Local Government Code, chapter 395 and the city Charter. The provisions of this article shall not be construed to limit the power of the city to utilize all powers and procedures authorized Texas Local Government Code, chapter 395, or other methods authorized under state law or pursuant to other city powers to accomplish the purposes set forth herein, either in substitution or in conjunction with this article. Guidelines may be developed by ordinance, resolution, or otherwise to implement and administer this article.

Sec. 13.12.004- Definitions. (Amended)

Capital improvement means a roadway facility with a life expectancy of three or more years, to be owned and operated by or on behalf of the city (including the city's share of costs for roadways and associated improvements designated on the City's master plan but constructed by another entity. "Capital improvement" includes a newly constructed roadway facility or the expansion of an existing roadway facility necessary to serve new development.

City means the City of Bastrop, Texas.

Credit means an amount equal to:

- (1) That portion of ad valorem tax 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

- (2) In the alternative, a credit equal to 50 percent of the total projected cost of implementing the roadway improvements plan.

(Credit is not to be confused with offset which is defined below.)

Development Agreement means a written agreement, including a consent agreement, between the City and the owner or developer of a property that establishes comprehensive defined transportation improvement requirements for the entire development.

Development unit(s) is the expression of the size of each land use planned within a particular development and is used to compute the number of service units consumed by each individual land use application.

Final plat approval means the point at which the applicant has complied with all conditions of approval and the plat has been released for filing with the county. This term applies to both original plats and replats.

Final plat recordation means the point at which the applicant has complied with all conditions precedent to recording an approved final plat in the county, including the final completion of and acceptance by the city of any infrastructure or other improvements required by the subdivision ordinance or any other ordinance and the plat is filed for record with the county clerk's office.

Land use assumptions means and includes a description of the service areas and the projections of population and employment growth and associated changes in land uses, densities and intensities adopted by the city, as may be amended from time to time, in each service area over a ten-year period upon which the roadway improvements plan is based. The land use assumptions are set out in the most recently updated land use assumptions for roadway impact fees adopted by resolution of the city council as amended from time to time.

Land use vehicle-mile equivalency tables or *LUVMET* are tables set forth in Table C in Section 13.12.095(c) that provide the standardized measure of consumption or use of roadway facilities attributable to a new development based on the land use category of the development and historical data and trends applicable to the city during the previous ten years. The LUVMET recognizes and expresses the magnitude of the transportation demand created by different land use categories within a particular development and allows different uses of land to more accurately bear the cost and expense of the impacts generated by such uses. The LUVMET expresses the number of service units consumed by each individual land use application as "vehicle miles per development unit".

Maximum assessable roadway impact fees mean the fees set out in Table A in Section 13.12.095(a).

New development means the subdivision of land and/or the construction, reconstruction, redevelopment, conversion, structural alteration, relocation, or enlargement of any structure, or any use or extension of the use of land which has the

effect of increasing the requirements for capital improvements, measured by an increase in the number of service units to be generated by such activity.

Offset or *offsets* means the amount of the reduction of an impact fee designed to fairly reflect the value of any construction of, contributions to, or dedications of a system facility agreed to or required by the city as a condition of development approval, pursuant to rules herein established or pursuant to city council-approved administrative guidelines which value shall be credited on an actual cost basis against roadway facilities impact fees otherwise due from the development. (Offset is not to be confused with "credit", which is defined above.)

Recoup means to reimburse the city for capital improvements which the city has previously installed or caused to be installed.

Roadway means any or arterial or collector streets or roads designated in the city's adopted master thoroughfare plan, as may be amended from time to time. The term includes the city's share of costs for roadways designated as a numbered highway on the official federal or state highway system.

Roadway facility means an improvement or appurtenance to a roadway which includes, but is not limited to, rights-of-way, whether conveyed by deed or easement; intersection improvements; traffic signals; turn lanes; drainage facilities associated with the roadway; street lighting or curbs. "Roadway facility" also includes any improvement or appurtenance to an intersection with a roadway officially enumerated in the federal or state highway system. "Roadway facility" includes the city's share of costs for roadways and associated improvements designated as a numbered highway on the official federal or state highway system, including local matching funds and costs related to utility line relocation and the establishment of curbs, gutters, drainage appurtenances, and rights-of-way. "Roadway facility" excludes those improvements or appurtenances to a roadway which are site-related facilities.

Roadway impact fee means a charge or assessment imposed by the city, as set forth in subsection 13.12.095(b), 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. "Impact fees" or "roadway impact fees" do not include road escrow payments for site-related facilities imposed under facility agreements in existence on the effective date. The term is inclusive of both the maximum assessable roadway impact fee and the roadway impact fee collection rate as herein described. The term also does not include dedication of rights-of-way or easements or construction or dedication of drainage facilities, streets, sidewalks, or curbs if the dedication or construction is required by the subdivision ordinance and is necessitated by and attributable to the new development.

Roadway impact fee collection rate means the fees set out in Table B in Section 13.12.095(B)

Roadway improvements plan identifies the capital improvements or facility expansions and associated costs for each roadway service area that are necessitated by and which are attributable to new development within the service area, for a period not to exceed

ten years, which capital improvements are to be financed in whole or in part through the imposition of roadway impact fees pursuant to this article. The roadway improvements plan and land use assumptions were adopted by resolution of the city council, and may be amended from time to time. This definition does not include the City's approved 5-year CIP evaluated on an annual basis pursuant to City Charter and local ordinance.

Roadway service area means the geographic area(s) within the city's corporate limits, which do not exceed six miles and within which geographic area(s) roadway impact fees for capital improvements will be collected for new development occurring within such area, and within which fees so collected will be expended for those capital improvements identified in the roadway improvements plan to be located within the roadway service area. "Roadway service area" does not include any land outside the city limits.

Service unit means one vehicle mile of travel in the afternoon peak hour of traffic and is also referred to as a "vehicle mile."

Site-related facility means an improvement or facility which is constructed for the primary use or benefit of a new development and/or which is for the primary purpose of safe and adequate provision of roadway facilities to serve the new development and which is not included in the roadway improvements plan and for which the developer or property owner is solely responsible under the subdivision, and/or other applicable, regulations. Site-related facility may include an improvement or facility which is located offsite, or within or on the perimeter of the development site.

System facility means a capital improvement which is designated in the roadway improvements plan and which is not a site-related facility. A system facility may include a capital improvement which is located off-site, within, or on and along the perimeter of the new development site.

TIA means a traffic impact analysis prepared in accordance with applicable City ordinances, guidelines, manuals, and policies. TIA does not include a fee in lieu of a TIA.

Sec. 13.12.005 - Applicability (Amended)

- (a) This article shall be uniformly applicable to new development that occurs within the water and wastewater service areas. This article shall be uniformly applicable to new development in roadway impact fee service areas, except for section 13.12.007 through section 13.12.016 and section 13.12.018 through section 13.12.022 and section 13.12.024 through section 13.12.026, which are not applicable. Specific provisions for roadway impact fees are included in section 13.12.094 through section 13.12.099.
- (b) No new development shall be exempt from the assessment of impact fees except as defined in this article or in Texas Local Government Code Chapter 395.

DIVISION 4. – ROADWAY FACILITIES (New)

Sec. 13.12.094 Service areas; applicability; effective date

(a) The city is hereby divided into two roadway service areas as shown on the official roadway service area map. The official roadway service area map, which, together with all explanatory matter thereon, is hereby adopted by reference and declared to be a part of this article. The official roadway service area map shall be identified by the signature of the mayor attested by the city secretary and bearing the seal of the City of Bastrop under the following words:

“This is to certify that this is the official roadway service area map referred to in Article 13.12.027 of the Code of Ordinances, City of Bastrop, Texas.”

- (b) The provisions of this article apply to all new development within the service areas described above. The provisions of this article apply uniformly within each roadway service area.
- (c) This article is intended to ensure the provision of adequate roadway facilities to serve new development in the city by requiring each development to pay its share of the costs of such improvements necessitated by and attributable to such new development.
- (d) This article shall take effect on December 12th, 2023.

Sec. 13.12.095 Roadway impact fees per service unit.

(a) The City hereby adopts the maximum assessable roadway impact fee per service unit for each roadway service area set forth in Table A below. Each new development shall be assessed the maximum assessable roadway impact fee and shall pay the roadway impact fee collection rate set forth in Table B, as applicable, minus any applicable offsets, as described herein.

**Table A
MAXIMUM ASSESSABLE ROADWAY IMPACT FEE PER SERVICE UNIT**

Service Area A	\$2,349.00
Service Area B	\$1,414.00

(b) The roadway impact fee per service unit for all service areas shall be adopted, assessed, and collected as set forth below. No building permit shall be issued until an assessment of an impact fee pursuant to this article is made and paid in accordance with the assessment and collection procedures set forth herein.

- (1) For all property with final plat approval dated before the effective date of this article, the roadway impact fees will be assessed on December 12th, 2023 and will be charged at building permit application dated on or after December

12th, 2024 as set forth in Table B. No roadway impact fees shall be collected for any building permit issued prior to December 12th, 2024.

- (2) For all property with final plat approval on or after the effective date of this article, the roadway impact fees will be assessed at final plat approval and will be charged at building permit application as set forth in Table B. No roadway impact fees shall be collected for any building permit issued prior to December 12th, 2024.

Table B – Collection Rate Table

Service Areas	Collection Rate
A	\$2,349.00
B	\$1,414.00

- (c) The land use vehicle-mile equivalency tables are set forth below:

Table C
Land Use Vehicle-Mile Equivalency Table ("LUVMET")

Land Use Category	ITE Land Use Code	Development Unit	Trip Gen Rate (PM)	Pass-by Rate	Trip Rate	Trip Length (mi)	Adj. For O-D	Adj. Trip Menth (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										
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	522	Student(s)	0.15	0%	0.15	1.67	50%	0.83	0.83	0.12
High School	525	Student(s)	0.14	0%	0.14	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	0.75	0.37
Day Care Center	565	1,000 SF GFA	11.12	44%	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										
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)	0.14	0%	0.14	5.99	50%	3.00	3.00	0.42
Animal Hospital/Veterinary Clinic	640	1,000 SF GFA	3.53	30%	2.47	5.99	50%	3.00	3.00	7.41
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										
Automobile Care Center	942	1,000 SF GFA	3.11	40%	1.87	5.83	50%	2.92	2.92	5.46
Automobile Parts Sales	843	1,000 SF GFA	4.90	43%	2.79	5.83	50%	2.92	2.92	8.15
Gasoline/Service Station	944	Fueling Position(s)	13.91	57%	5.98	1.51	50%	0.75	0.75	4.49
Gasoline Station w/ Convenience Market	945	Fueling Position(s)	18.42	56%	8.10	1.51	50%	0.75	0.75	6.08
Automobile Sales (New)	840	1,000 SF GFA	2.42	20%	1.94	5.83	50%	2.92	2.92	5.66
Quick Lubrication Vehicle Shop	941	Servicing Position(s)	4.85	40%	2.91	5.83	50%	2.92	2.92	8.50
Automated Car Wash	948	Car Wash Tunnel(s)	77.50	40%	46.50	1.51	50%	0.76	0.76	35.34
Tire Store	848	1,000 SF GFA	2.09	25%	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%	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%	16.61	1.55	50%	0.78	0.78	12.96
High-Turnover (Sit-Down) Restaurant	932	1,000 SF GFA	9.05	43%	5.16	1.55	50%	0.78	0.78	4.02
Quality Restaurant	931	1,000 SF GFA	7.80	44%	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%	11.70	1.55	50%	0.78	0.78	9.13
Other Retail										
Free Standing Discount Store	813	1,000 SF GFA	4.83	20%	3.86	5.83	50%	2.92	2.92	11.27
Nursery (Garden Center)	817	1,000 SF GFA	6.94	30%	4.86	5.83	50%	2.92	2.92	14.19
Home Improvement Superstore	862	1,000 SF GFA	2.29	42%	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%	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%	5.23	5.83	50%	2.92	2.92	15.27
Shopping Center (>150k SF)	820	1,000 SF GFA	3.40	29%	2.41	5.83	50%	2.92	2.92	7.04
Shopping Plaza (40-150k)	821	1,000 SF GFA	5.19	40%	3.11	5.83	50%	2.92	2.92	9.08
Strip Retail Plaza (<40k SF)	822	1,000 SF GFA	6.59	40%	3.95	5.83	50%	2.92	2.92	11.53
Supermarket	850	1,000 SF GFA	8.95	24%	6.80	5.83	50%	2.92	2.92	19.86
Toy/Children's Superstore	864	1,000 SF GFA	5.00	30%	3.50	5.83	50%	2.92	2.92	10.22
Department Store	875	1,000 SF GFA	1.95	30%	1.37	5.83	50%	2.92	2.92	4.00
SERVICES										
Walk-In Bank	911	1,000 SF GFA	12.13	40%	7.28	6.11	50%	3.05	3.05	22.20
Drive-In Bank	912	Drive-In Lane(s)	21.01	35%	13.66	6.11	50%	3.05	3.05	41.66
Hair Salon	918	1,000 SF GLA	1.45	30%	1.02	6.11	50%	3.05	3.05	3.11

- (d) The maximum assessable roadway impact fee per service unit set forth in Table A that is assessed to new development is declared to be the roughly proportionate measure of the impact(s) generated by a new unit of development on the city's transportation system. To the extent that the roadway impact fee per service unit collected is less than the maximum assessable roadway impact fee per service unit, such difference is hereby declared to be founded on policies unrelated to the measurement of the actual impacts of the development on the city's transportation system. The maximum assessable roadway impact fee per service unit may be used in evaluating any claim by an applicant, developer, or property owner that the dedication, construction, or contribution of a capital improvement imposed as a condition of development approval pursuant to the city's regulations is not roughly proportionate to the impact(s) of the new development on the city's transportation system.
- (e) Except as herein otherwise provided, the payment of a roadway impact fee shall be additional and supplemental to, and not in substitution of, any other tax, fee, charge or assessment which is lawfully imposed on and due against the new development.

13.12.096 Assessment of roadway impact fees.

- (a) Assessment of the roadway impact fee per service unit for any new development shall be made as set forth in Section 13.12.095.
- (b) Following assessment of the roadway impact fee pursuant to subsection (a), the amount of the roadway impact fee assessed per service unit for that new development cannot be increased, unless the owner proposes to change the approved development by the submission of a new application for final plat approval or replat approval or other development applicant that results in approval of additional service units, in which case new assessment shall occur at the rate then in effect, as set forth in Section 13.12.095(b).
- (c) Following the vacating of any plat or submittal of any replat, a new assessment must be made in accordance with the then current impact fee as set forth in Section 13.12.095.
- (d) Approval of an amending plat pursuant to Texas Local Government Code § 212.016, is not subject to reassessment of a roadway impact fee hereunder provided that the use of the property remains the same.
- (e) The City Manager or designee shall compute the assessment of roadway impact fees for new development by first determining whether the new development is eligible for offsets calculated in accordance with section 13.12.098, which would further reduce roadway impact fees otherwise due in whole or in part.

13.12.097 Payment and collection of roadway impact fees.

- (a) For all new developments, roadway impact fees shall be collected at the time of application for and in conjunction with the issuance of a building permit; however, the City has the ability to require construction greater than the transportation impact fee collection rate for amounts up to the maximum assessable

transportation impact fee. The roadway impact fees to be paid and collected are listed in Section 13.12.095(b). The city reserves the right to enter into an agreement with a developer for a different time and manner of payment of roadway impact fees in which case the agreement shall determine the time and manner of payment.

- (b) The city shall compute the roadway impact fees to be paid and collected for the new development in the following manner:
- (1) Determine the number of development units for each land use category in the new development using Table C then in effect.
 - (2) Multiply the number of development units for each land use category in the new development by the vehicle miles (per development unit) for each such land use category also found in Table C then in effect to determine the number of service units attributable to the new development.
 - (3) The amount of roadway impact fees to be collected shall be determined by multiplying the number of service units for the new development by the roadway impact fee per service unit for the applicable roadway service area and shall be calculated at the time of application for and in conjunction with the issuance of a building permit.
 - (4) If an agreement as described in section 13.12.098 providing for offsets exists, the amount of the offsets shall be deducted from the roadway impact fees as calculated above.
- (c) If the building permit for which a roadway impact fee has been paid has expired, and a new application is thereafter filed, the roadway impact fees shall be computed using the LUVMET found in Table C and section 13.12.095(b) then in effect with credits for previous payment of fees being applied against any new fees due.
- (d) Whenever the property owner proposes to increase the number of service units for a development, the additional roadway impact fees collected for such new service units shall be determined by using the LUVMET found in Table C and section 13.12.095(b) then in effect, and such additional fees shall be collected at the times prescribed by this section.
- (e) Where an application for a building permit is for a "shell" or speculative building proposed to be used as a shopping center, the amount of the roadway impact fee will be calculated assuming that the entire building will be used as a "shopping center" as shown on Table C. Where a subsequent application for a building permit is made for the finish-out of the shell building, or portion thereof, for the ultimate use, an additional roadway impact fee shall be charged and paid if the ultimate use is different from a "shopping center".
- (f) Where an application for a building permit is for a "shell" or speculative building proposed to be used as an office building, the amount of the roadway impact fee will be calculated assuming that the entire building will be used as a "general office building" as shown on Table C. Where a subsequent application for a building permit is made for the finish-out of the shell building, or portion thereof, for the

ultimate use, an additional roadway impact fee shall be charged and paid if the ultimate use is different from a "general office building".

- (g) Where an application for a building permit is for a "shell" or speculative building proposed to be used as an industrial use or industrial flex space, the amount of the roadway impact fee will be calculated assuming that the entire building will be used as "general light industrial" as shown on Table C. Where a subsequent application for a building permit is made for the finish-out of the shell building, or portion thereof, for the ultimate use, an additional roadway impact fee shall be charged and paid if the ultimate use is different from "general light industrial".

13.12.098 Offsets against roadway impact fees.

- (a) The city may offset the cost of construction of any system facility that is required or agreed to by the city, pursuant to rules established in this section or pursuant to administrative guidelines promulgated by the city with the following limitations:
- (1) The offset shall be associated with the plat or other detailed plan of development for the property that is to be served by the roadway facility.
 - (2) Projects that consist of multiple phases, whether approved before or after the effective date of this article, may apply for offsets against roadway impact fees for the entire project based upon improvements or funds toward construction of system facilities, or other roadway capital improvements supplying excess capacity. Offset shall be determined by comparing the actual costs of roadway capital improvements supplied by the project with the costs of roadway capital improvements to be utilized by development within the project, utilizing a methodology approved by the city. The offset determination shall be incorporated within an agreement for offsets, in accordance with this article. The roadway requirements of an agreement for offsets shall not be less than what is required by the zoning and development code.
 - (3) The city's then-current policies and regulations shall apply to determine a new development's obligations to construct adjacent system facilities. The obligation to construct, however, shall not exceed the maximum assessable roadway impact fees assessed against new development under Table A. Construction required under such policies and regulations shall be an offset against the amount of impact fees otherwise due. If the costs of constructing a system facility in accordance with the then current city policies and regulations are greater than the amount of the roadway impact fees due, the amount of the credit due shall be deemed to be one hundred percent (100%) of the assessed impact fees and no roadway impact fees shall be collected thereafter for the development, unless the number of service units is subsequently increased.
 - (4) All offsets against roadway impact fees shall be based upon standards promulgated by the city, which may be adopted as administrative guidelines, including the following standards:
 - a. No offset shall be given for the dedication or construction of site-related facilities.

- b. No offset shall be given for a roadway facility which is not identified within the roadway improvements plan, unless the facility is on or qualifies for inclusion on the transportation master plan and the city agrees that such improvement supplies capacity to new development other than the development paying the roadway impact fee and provisions for offsets are incorporated in an agreement for offsets pursuant to this article.
 - c. In no event will the city grant an offset when no roadway impact fees can be collected pursuant to this article or for any amount exceeding the roadway impact fees due for the new development, unless expressly agreed to by the city in writing.
 - d. The value of right-of-way dedicated for site-related facilities will not be considered for an offset.
 - e. The fair market value of right-of-way conveyed for roadway facilities that are not required by the new development will be entitled to an offset. If said roadway facilities are partially required by the new development, said portion shall not be entitled to an offset. The fair market value of the conveyed right-of-way will be determined by either:
 - 1. The appropriate Central Appraisal District,
 - 2. By agreement, or
 - 3. By a MAI appraisal obtained by the city.
 - f. The city may participate in the costs of a system facility to be dedicated to the city, including costs that exceed the amount of the impact fees due for the development, in accordance with policies and rules established by the city. The amount of any offset for construction of a system facility shall be reduced by the amount of any participation funds received from the city.
 - g. Where funds for roadway facilities have been escrowed under an agreement that was executed with the city prior to the effective date of this article, the following rules apply:
 - 1. Funds expended under the agreement for roadway facilities shall first be credited against the amount of roadway impact fees that would have been due under section 13.12.095(b) for those units of development for which building permits already have been issued;
 - 2. Any remaining funds shall be credited against roadway impact fees due for the development under section 13.12.095(b) at the time building permits are issued.
- (b) Except as provided below, offsets for construction of capital improvements shall be deemed created when the capital improvements are completed and the city has accepted the facility. In the case of capital improvements constructed and accepted prior to the December 12th, 2023, the offset shall be deemed created on said date. Offsets created on or before December 12th, 2023 shall expire ten years from such date. Offsets created after December 12th, 2023 shall expire ten years from the date

the offset was created. Upon application by the property owner, the city may agree to extend the expiration date for an offset on mutually agreeable terms.

- (c) Unless an agreement for offsets, as described herein, is executed providing for a different manner of applying offsets against roadway impact fees due, an offset associated with a plat shall be applied at the time of application for the first building permit and, at each building permit application thereafter, to reduce roadway impact fees due until the offset is exhausted.
- (d) An owner of new development who has constructed or financed a roadway capital improvement or roadway facility expansion designated in the roadway impact fee capital improvements plans, or other roadway capital improvement that supplies excess capacity, as required or authorized by the city, shall enter into an agreement with the city to provide for offsets against roadway impact fees due for the development in accordance with this subsection. The agreement shall identify the basis for and the method for computing and the amount of the offset due and any reduction in offsets attributable to consumption of road capacity by developed lots or tracts served by the roadway capital improvements. For multi-phased projects, the city may require that total offsets be proportionally allocated among the phases. If authorized by the city, the agreement also may provide for allocation of offsets among new developments within the project, and provisions for the timing and collection of roadway impact fees.

13.12.099 Use of proceeds of roadway impact fees.

- (a) The roadway impact fees collected within each roadway service area may be used to finance, pay for or to recoup the costs of any roadway facility identified in the roadway improvements plan for the roadway service area, including the construction contract price, surveying and engineering fees, land acquisition costs (including land purchases, court awards and costs, attorney's fees, and expert witness fees), and amounts designated in any reimbursement agreements executed pursuant to section 13.12.098
- (b) Roadway impact fees may be used to pay for the contract services of an independent qualified engineer or financial consultant preparing or updating the roadway improvements plan who is not an employee of the political subdivision.
- (c) Roadway impact fees also may be used to pay the principal sum and interest and other finance costs on bonds, notes or other obligations issued by or on behalf of the city to finance such capital improvement.

13.12.010 Reduction to fees otherwise due.

- (a) The roadway impact fees collected pursuant to Section 13.12.095, Table B may be reduced by 100% of the collection rate due at building permit if the land use is an Accessory Dwelling Unit (ADU). This provision to reduce impact fees otherwise due at building permit is limited to one ADU per residential lot.

13.12.101 – 13.12.115 Reserved.



City Council Meeting Transportation Impact Fees Final Report & Impact Fee

Kimley»Horn

September 19, 2023

Rough Outline

- Maximum Fee Final Results
- Impact Fee Advisory Recommendations
- **Potential Action:** Study Document with Maximum Fee

Project Timeline

Kickoff
Nov '22

CIP
Dec '22 –
Apr '23

Financial
Calculation
Jun '23

Adoption
Process
Aug '23 –
Sep '23



Land Use
Assumptions
Nov '22 –
Feb '23

Draft Report
May '23

Final Report
Jun '23

Public Hearing

Action on Study with Maximum Fees

1st Reading of Ordinance (separate item)

MAXIMUM FEE (STUDY)

Final Maximum Fees

Service Area	Maximum Fee per vehicle-mile	Single Family House Equivalent
A	\$2,349	\$8,644
B	\$1,414	\$5,204

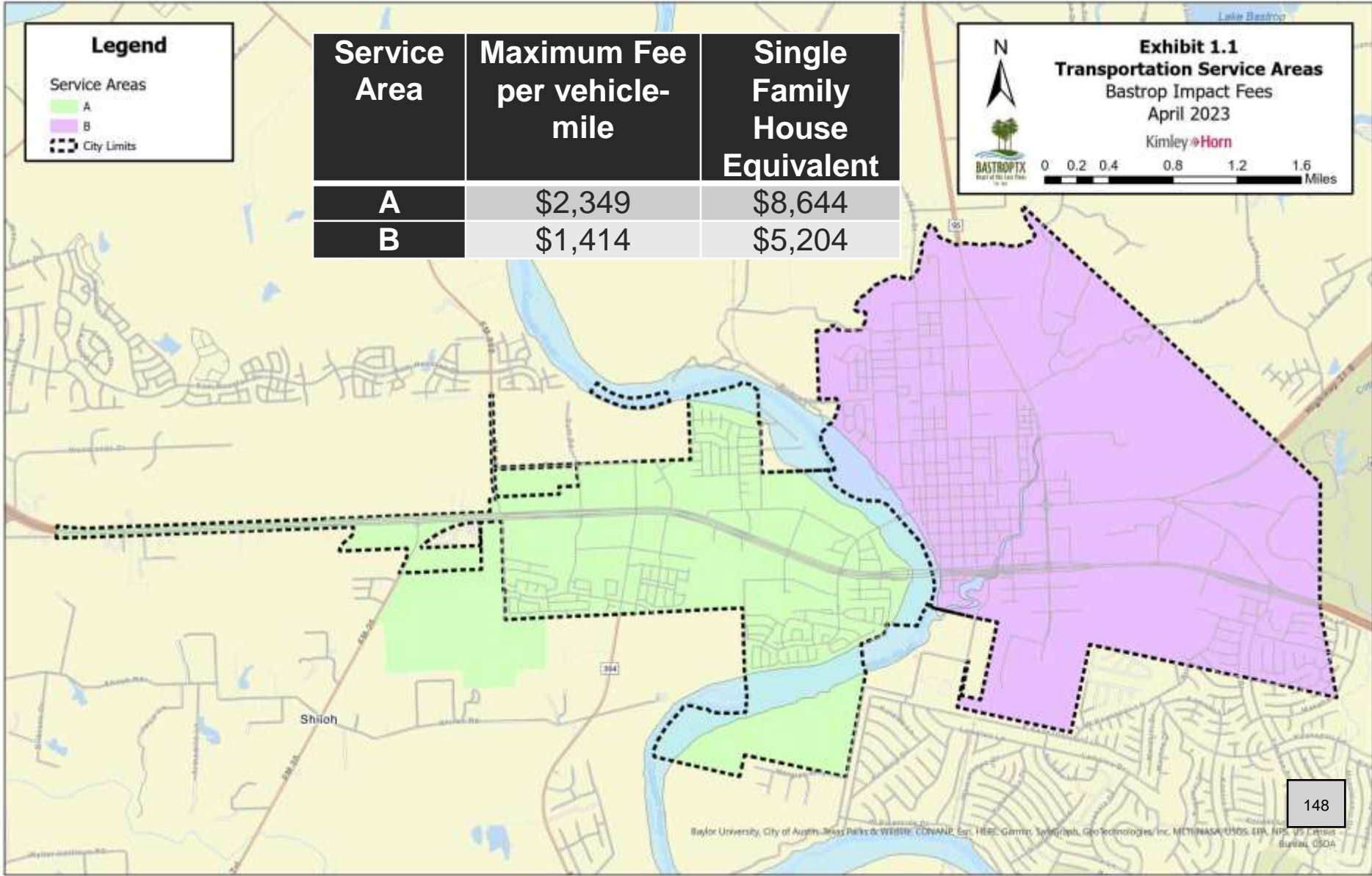
Legend

Service Areas

- A
- B

City Limits

Exhibit 1.1
Transportation Service Areas
 Bastrop Impact Fees
 April 2023
 Kimley-Horn



Impact Fee Components: Maximum Fee Application

- Example: \$1,414/vehicle-mile (Service Area B)
 1. Example Multifamily Development (350 Unit Apartment Complex) –
 - $\$1,414 * 350 \text{ units} * 2 \text{ veh-mi per unit} = \$989,800$
- Rate collected is based on Council decision (Policy).

Impact Fee Components: Collection Rate Application

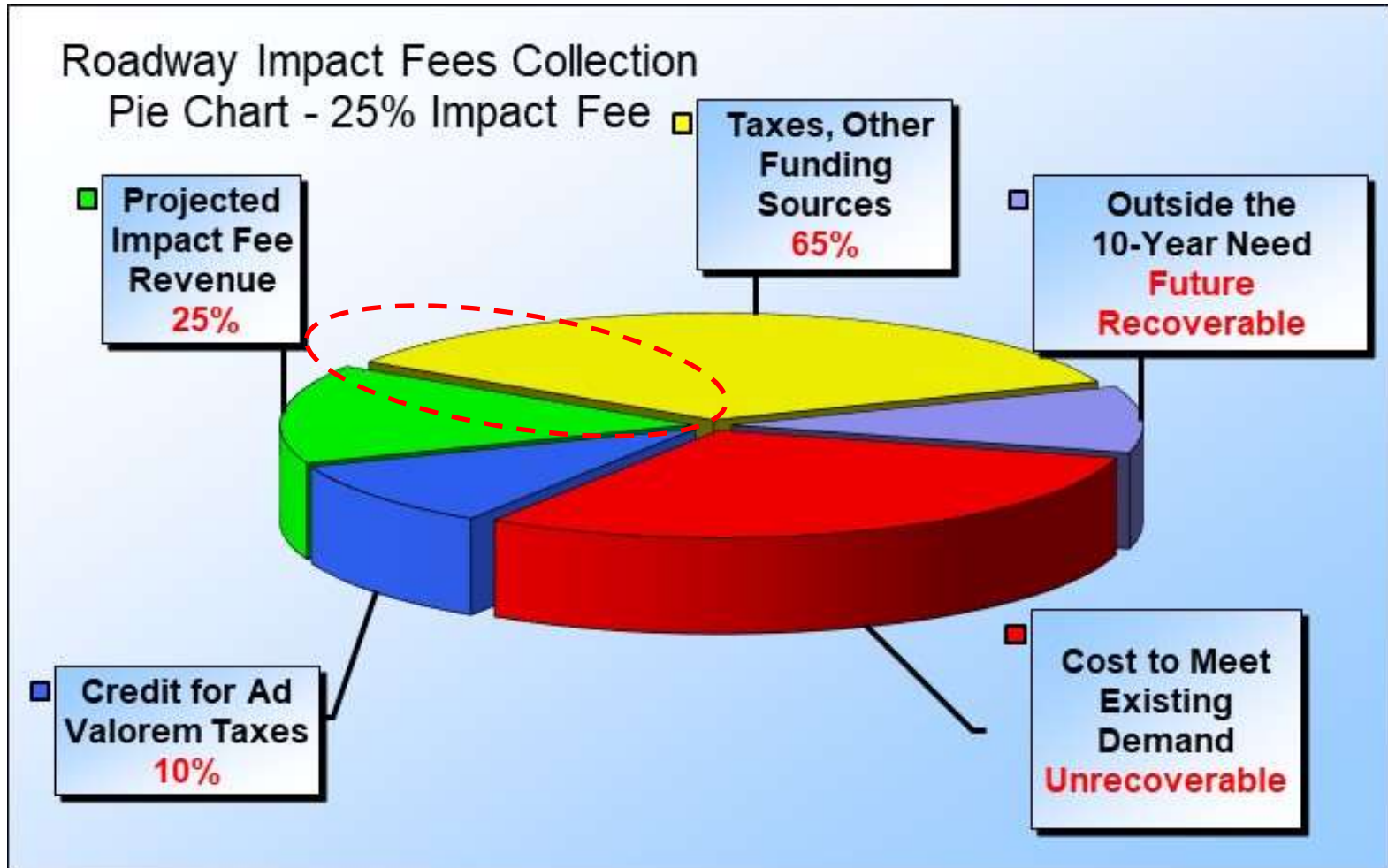
- Example: **\$500**/vehicle-mile (TBD Ordinance)
- 1. Example Multifamily Development (350 Unit Apartment Complex) –
 - **\$500** * 350 units * 2 veh-mi per unit = \$350,000
- Rate collected is based on Council decision (Policy).

IFAC RECOMMENDATIONS

TLGC Chapter 395 Exemptions

- State Law Exemptions (Required):
 - Public Schools
 - Affordable Housing (federal definition, very low cost)

Impact Fee Components: Collection Rate



IFAC Recommended Rates Residential

Note: Rates shown in green boxes are the IFAC Recommendation from August 31st, 2023 Meeting

Sample Development	Other Cities' Rate Range (Collection Rate)	Bastrop Maximum (SA A)	Bastrop Maximum (SA B)	65% of Maximum in SA B (Flat across City)
Single Family House (ITE 210)	\$580 - \$6,773	\$8,644	\$5,204	\$3,584
Single Family Attached (ITE 215) (Duplex) – each unit	\$352 - \$2,699	\$5,328	\$3,153	\$2,050
Multi-family Mid-Rise (ITE 221) each unit	\$241 - \$3,050	\$3,570	\$2,149	\$1,397

IFAC Recommended Rates Non-Residential

Note: Rates shown in green boxes are the IFAC Recommendation from August 31st, 2023 Meeting

Sample Development	Other Cities' Rate Range (Collection Rate)	Bastrop Maximum (SA A)	Bastrop Maximum (SA B)	65% of Maximum in SA B (Flat across City)
General Office (per s.f.) (ITE 710)	\$1.40 - \$6.14	\$11.91	\$7.17	\$4.66
General Light Industrial (per s.f.) (ITE 130)	\$1.12 - \$5.70	\$9.16	\$5.52	\$3.58
Shopping Center (per s.f.) (ITE 820)	\$3.13 - \$12.59	\$16.54	\$9.96	\$6.47

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

IFAC Recommendation Implementation Schedule

- Extend state law minimum 1 year grace period from Ordinance effective date to *all properties* (no collections for 1 year)

POTENTIAL ACTION: STUDY & MAX FEE

Potential Action: Study & Max Fee

- Study & Max Fee Action:
 - Recommend to **accept / deny** study and maximum fee results with / without exceptions **XYZ**
- Note – rates and implementation schedule included in draft Ordinance for separate actions

Next Steps

- 30 days after public hearing closes to adopt an ordinance to set collection rates, grace period, and any other policy items
 - Tentative 2nd Reading on September 26th

CITY OF BASTROP, TEXAS 2023 TRANSPORTATION IMPACT FEE STUDY



August
2023

Prepared for the City of Bastrop

Prepared by:

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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 6-mile 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 stand-alone 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.

Legend

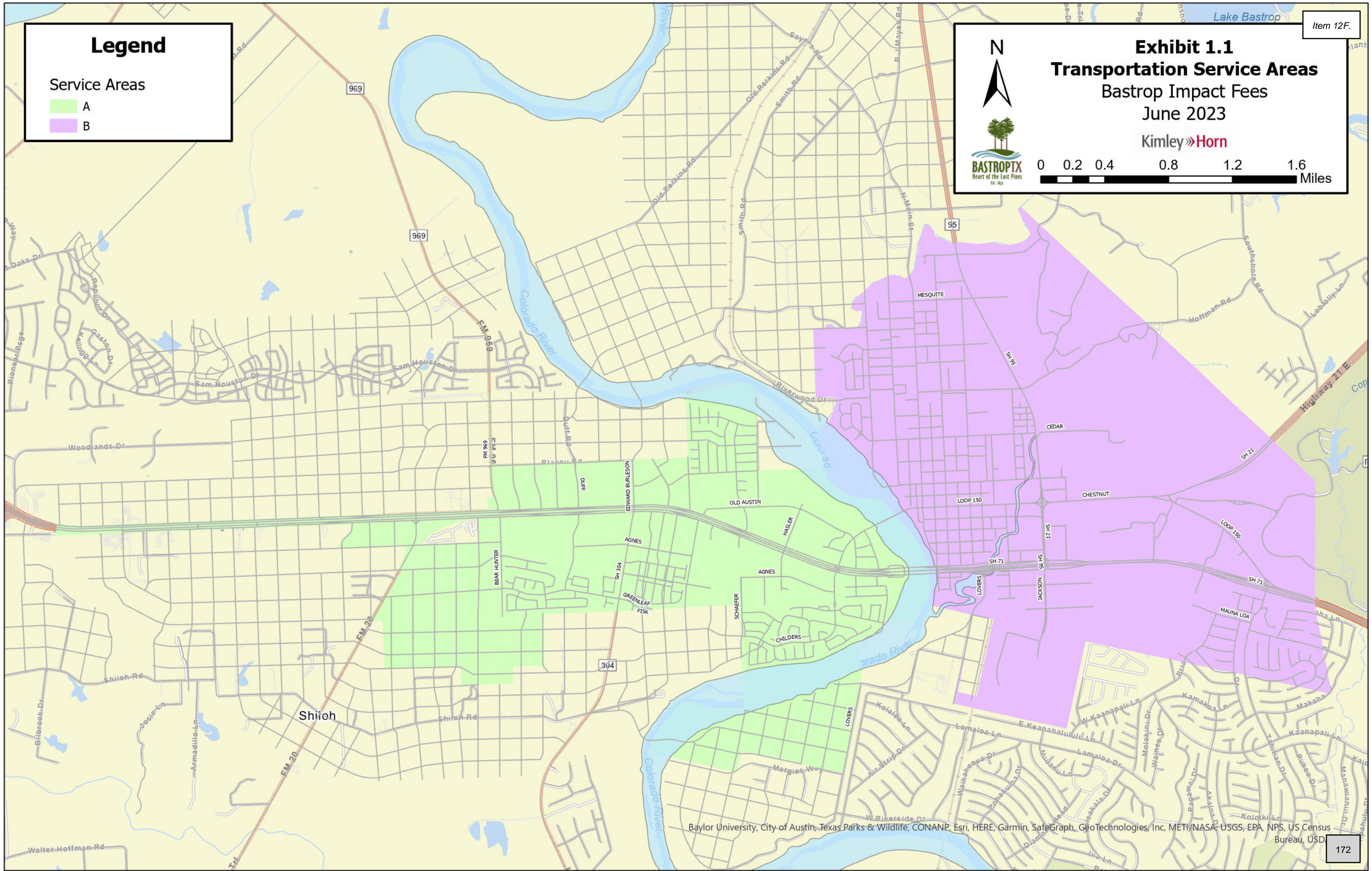
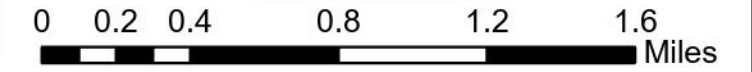
Service Areas

- A
- B



Exhibit 1.1 Transportation Service Areas Bastrop Impact Fees June 2023

Kimley»Horn



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 single-family and multifamily

Employment – Square feet of building area based on three (3) different classifications. Each classification has unique trip making characteristics.

Basic - 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)

Service - Land use activities which provide personal and professional services such as government and other professional offices

Retail - 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.

Table 1. Land Use Assumptions Growth Projections (2023-2033)

Service Area	Residential		Commercial		
	Single-Family	Multifamily	Basic	Service	Retail
	<i>Dwelling Units</i>		<i>Sq. Ft.</i>		
	<i>4 units/acre</i>	<i>20 units/acre</i>	<i>FAR 0.25</i>	<i>FAR 0.20</i>	
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	7,903		6,174,000		

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.



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	
A	<i>Roadway Improvements</i>						
	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%	
	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%	
	<i>Intersection Improvements</i>						
	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%	



Table 3. Capital Improvement Plan for Transportation Impact Fees - Service Area B

Service Area	Proj. #	Impact Fee Class	Project	Limits	Length (mi)	% In Service Area
B	<i>Roadway Improvements</i>					
	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%
	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%
<i>Intersection Improvements</i>						
I-8	-		Mesquite St & SH 95	Traffic Signal	-	100%
I-9	-		SH 95 & Cedar St	Traffic Signal	-	100%

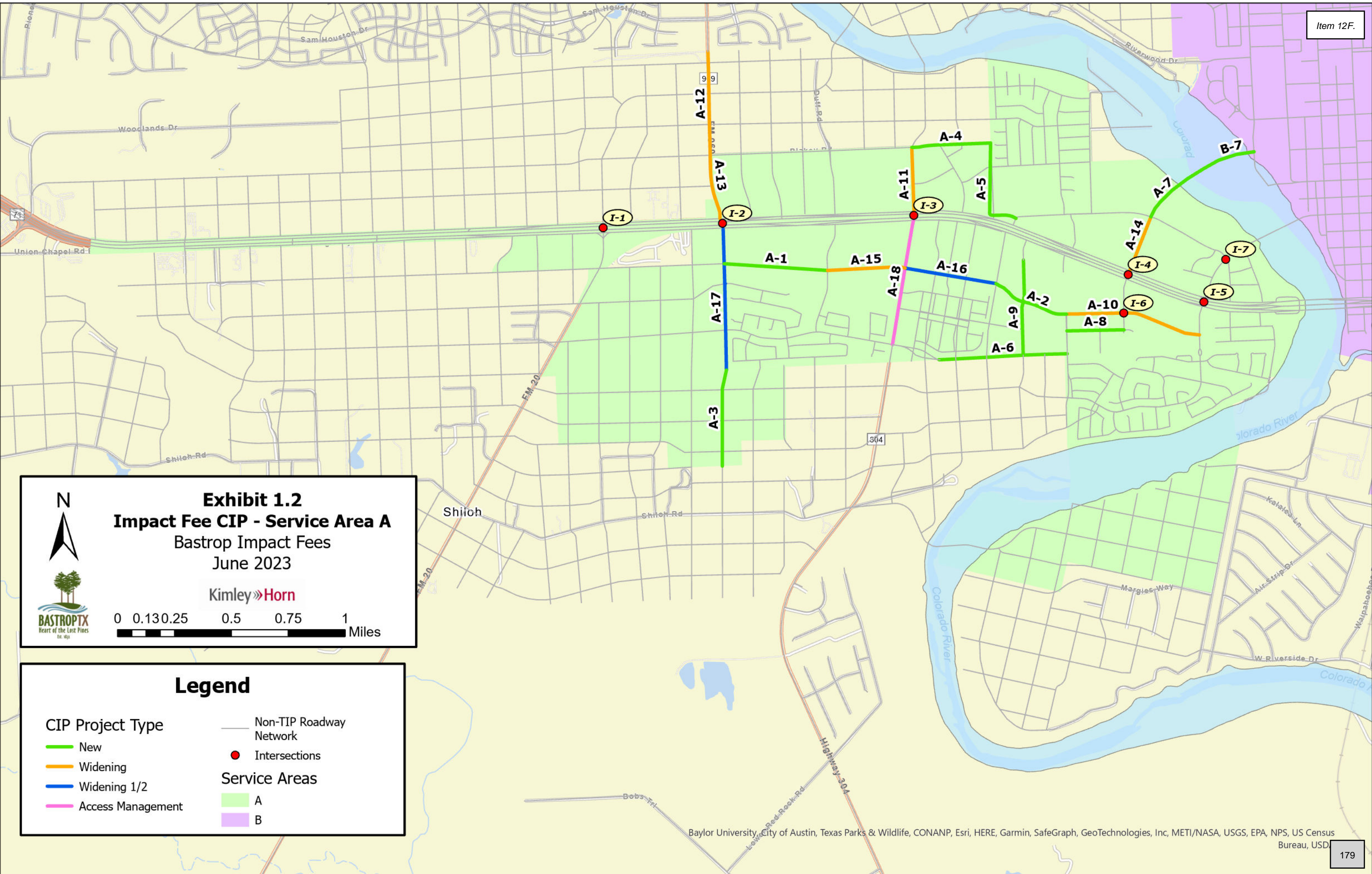


Exhibit 1.2
Impact Fee CIP - Service Area A
 Bastrop Impact Fees
 June 2023

Kimley»Horn

0 0.130.25 0.5 0.75 1 Miles

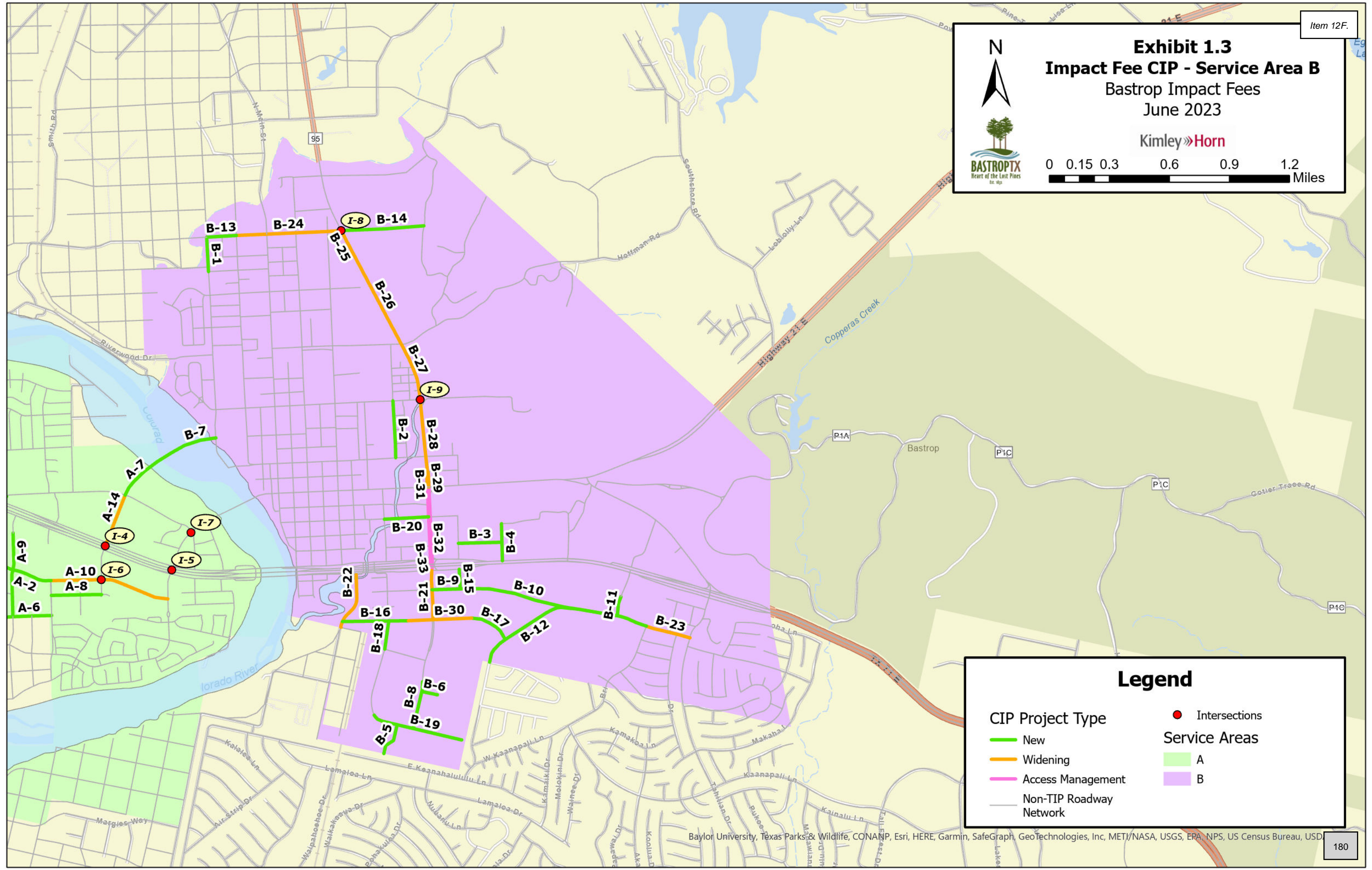
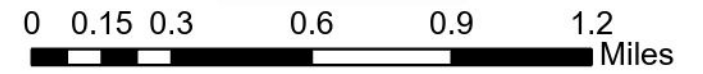
Legend

New	Non-TIP Roadway Network
Widening	Intersections
Widening 1/2	Service Areas
Access Management	A
	B

Exhibit 1.3 Impact Fee CIP - Service Area B Bastrop Impact Fees June 2023



Kimley»Horn



Legend

New	Intersections
Widening	Service Areas
Access Management	A
Non-TIP Roadway Network	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 lane-mile 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.

Vehicle-Mile: The capacity consumed in a single lane in the PM peak hour by a vehicle making a trip one mile in length.

Total Vehicle-Miles of Supply: Based on the total length (miles), number of lanes, and capacity (vehicles per hour) provided by the Transportation Impact Fee CIP.

Total Vehicle-Miles of Demand: 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.

Table 4. Service Volumes for Proposed Facilities

(used in Appendix A – CIP Units of Supply)

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
			630 (TxDOT)
Primary Multimodal Street B	4D_(80)	Divided	725
			870 (TxDOT)
Local Connector Street	2U_(50)	Undivided	425
			510 (TxDOT)

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
1U	One-lane undivided	325
2U <i>(TxDOT)</i>	Two-lane undivided (with curb & gutter)	425 <i>(510)</i>
2U-R	Two-lane undivided (Rural Cross-Section)	350
3U <i>(TxDOT)</i>	Three-lane undivided	525 <i>(630)</i>
4U	Four-lane undivided	550
4D <i>(TxDOT)</i>	Four-lane divided	725 <i>(870)</i>
5U	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	Project Cost in Service Area	
A	<i>Roadway Improvements</i>							
	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	
	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	
	<i>Intersection Improvements</i>							
	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 Cost Subtotal							\$ 49,254,600
	Service Area Intersection Project Cost Subtotal							\$ 25,900,000
	2023 Transportation Impact Fee Study Cost Per Service Area							\$ 39,980
	Total Cost in SERVICE AREA A							\$ 75,194,580

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)	% In Service Area	Project Cost in Service Area
B	<i>Roadway Improvements</i>						
	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%	\$ 2,229,000
	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
	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	
<i>Intersection Improvements</i>							
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 Cost Subtotal							\$ 45,571,000
Service Area Intersection Project Cost Subtotal							\$ 1,000,000
2023 Transportation Impact Fee Study Cost Per Service Area							\$ 39,980
Total Cost in SERVICE AREA B							\$ 46,610,980

Notes:

- 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.
- 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.
- 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 vehicle-mile 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 non-residential 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 vehicle-miles 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
- T = Trip Rate (peak hour trips / unit)
- P_b = Pass-By Discount (% of trips)
- L_{max} = Maximum Trip Length (miles)
- L = Average Trip Length (miles)
- OD = Origin-Destination Reduction (50%)
- SA_L = 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.

Table 8. Transportation Demand Factor Calculations

Variable	Single-Family	Multifamily	Basic	Service	Retail
T	0.94	0.39	0.65	1.44	3.40
P_b	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

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 AREA	RESIDENTIAL VEHICLE-MILES				NON-RESIDENTIAL SQUARE FEET ⁵			TRANS. DEMAND FACTOR ⁶			NON-RESIDENTIAL VEHICLE-MILES ¹⁰				TOTAL VEHICLE MILES ¹¹	
	Single Family Units	Trip Rate TDF ²	Multi Family Units	Trip Rate TDF ³	VEHICLE MILES ⁴	BASIC	SERVICE	RETAIL	BASIC ⁷	SERVICE ⁸	RETAIL ⁹	BASIC	SERVICE	RETAIL		TOTAL
		0.94		0.39					0.65	1.44	2.41					
A	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
B	1,780		1,575		8,944	2,170,000	217,000	949,000				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
A	28,253
B	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*
- 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
1	<i>Total Vehicle-Miles of Capacity Added by the Impact Fee CIP</i>	The total number of vehicle-miles added to the service area based on the capacity, length, and number of lanes in each project (from 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	<i>Total Vehicle-Miles of Existing Demand</i>	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)
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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	<i>Total Vehicle-Miles of Existing Deficiencies</i>	Number of vehicle-miles of travel that are not accommodated by the existing roadway system (from Appendix B – Existing Roadway Facilities Inventory)
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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	<i>Net Amount of Vehicle-Miles of Capacity Added</i>	A measurement of the amount of vehicle-miles added by the RIF CIP that will not be utilized by existing demand (Line 1 – Line 2– Line 3)
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This calculation identifies the portion of the RIF CIP (in vehicle-miles) that may be recoverable through the collection of impact fees.

5	<i>Total Cost of the Roadway CIP within the Service Area</i>	The total cost of the Roadway projects within each service area (from Tables 6-7 : 10-Year RIF CIP with Conceptual Level Cost Opinions)
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This line simply identifies the total cost of all of the Roadway projects identified in each service area.

6	<i>Cost of Net Capacity Supplied</i>	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)]
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Using the ratio of vehicle-miles added by the RIF CIP available to serve future growth to the total vehicle-miles 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	<i>Cost to Meet Existing Needs and Usage</i>	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)
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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.

8	<i>Total Vehicle-Miles of New Demand over Ten Years</i>	Based upon the growth projection provided in the Land Use Assumptions , an estimate of the number of new vehicle-miles within the service area over the next ten years (from Table 9).
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This line presents the amount of growth (in vehicle-miles) projected to occur within each service area over the next ten years.

9	<i>Percent of Roadway Capacity Added Attributable to New Growth</i>	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	<i>Chapter 395 Check</i>	

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.

11	<i>Cost of <u>Roadway</u> CIP Attributable to New Growth</i>	The result of multiplying the Cost of Net Capacity Added (Line 6) by the Percent of Capacity Added Attributable to New Growth, limited to 100% (Line 10). (Line 6 * Line 10)
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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.

12	<i>Total Cost of the <u>Intersection</u> CIP within the Service Area</i>	The total cost of the Intersection projects within each service area (from Tables 6-7 : 10-Year Intersection CIP with Conceptual Level Cost Opinions).
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This line simply identifies the total cost of all the intersection projects identified in each service area.

13	<i>Percent of <u>Intersection</u> Capacity Added Attributable to New Growth</i>	The result of dividing Total Vehicle-Miles of New Demand (from Table 9) by the Total Vehicle-Miles of Existing and New Demand in each service area. (see Land Use Assumptions)
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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	<i>Cost of <u>Intersection</u> RIF CIP Attributable to New Growth</i>	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	<i>Cost of Total RIF CIP Attributable to New Growth</i>	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	<i>Financing Costs</i>	(from Appendix D – Summary of Transportation Impact Fee Credit Determination)
17	<i>Interest Earnings</i>	(from Appendix D – Summary of Transportation Impact Fee Credit Determination)
18	<i>Cost of the Total Transportation Impact Fee CIP and Financing Attributable to New Growth</i>	The sum of the Cost of Capacity Added Attributable to New Growth, Financing Costs, less Interest Earnings. (Line 15 + Line 16 – Line 17)
19	<i>Pre-Credit Maximum Fee Per Service Unit</i>	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	<i>Credit for Ad Valorem Taxes</i>	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	<i>Recoverable Cost of the Transportation Impact Fee CIP and Financing</i>	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	<i>Maximum Assessable Fee Per Service Unit</i>	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)

Table 11. Maximum Assessable Impact Fee

	SERVICE AREA:	SA A	SA B
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 TABLE 9 AND LAND USE ASSUMPTIONS)	28,253	25,188
9	PERCENT OF CAPACITY ADDED ATTRIBUTABLE TO GROWTH (LINE 8 / LINE 4)	158.7%	182.1%
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 ATTRIBUTABLE TO GROWTH (FROM TABLE 9 AND LAND USE ASSUMPTIONS)	100.0%	94.7%
14	COST OF INTERSECTION IMPACT FEE CIP ATTRIBUTABLE TO GROWTH (LINE 12 * LINE 13)	\$25,900,000	\$947,472
15	COST OF TOTAL RECOVERABLE TRANSPORTATION IMPACT FEE CIP ATTRIBUTABLE 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	RECOVERABLE 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.



Table 12. Land-Use Vehicle-Mile Equivalency Table (LUVMET)

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 Length (mi)	Max Trip Length (mi)	Veh-Mi Per Dev-Unit
PORT AND TERMINAL										6.00	
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											
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	522	Student(s)	0.15	0%		0.15	1.67	50%	0.83	0.83	0.12
High School	525	Student(s)	0.14	0%		0.14	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	0.75	0.37
Day Care Center	565	1,000 SF GFA	11.12	44%	C	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											
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)	0.14	0%		0.14	5.99	50%	3.00	3.00	0.42
Animal Hospital/Veterinary Clinic	640	1,000 SF GFA	3.53	30%	B	2.47	5.99	50%	3.00	3.00	7.41

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 Length (mi)	Max Trip Length (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											
Automobile Care Center	942	1,000 SF GFA	3.11	40%	B	1.87	5.83	50%	2.92	2.92	5.46
Automobile Parts Sales	843	1,000 SF GFA	4.90	43%	A	2.79	5.83	50%	2.92	2.92	8.15
Gasoline/Service Station	944	Fueling Position(s)	13.91	57%	C	5.98	1.51	50%	0.75	0.75	4.49
Gasoline Station w/ Convenience Market	945	Fueling Position(s)	18.42	56%	B	8.10	1.51	50%	0.75	0.75	6.08
Automobile Sales (New)	840	1,000 SF GFA	2.42	20%	B	1.94	5.83	50%	2.92	2.92	5.66
Quick Lubrication Vehicle Shop	941	Servicing Position(s)	4.85	40%	B	2.91	5.83	50%	2.92	2.92	8.50
Automated Car Wash	948	Car Wash Tunnel(s)	77.50	40%	B	46.50	1.51	50%	0.76	0.76	35.34
Tire Store	848	1,000 SF GFA	2.09	25%	C	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%	A	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%	B	16.61	1.55	50%	0.78	0.78	12.96
High-Turnover (Sit-Down) Restaurant	932	1,000 SF GFA	9.05	43%	A	5.16	1.55	50%	0.78	0.78	4.02
Quality Restaurant	931	1,000 SF GFA	7.80	44%	A	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%	A	11.70	1.55	50%	0.78	0.78	9.13
Other Retail											
Free Standing Discount Store	813	1,000 SF GFA	4.83	20%	C	3.86	5.83	50%	2.92	2.92	11.27
Nursery (Garden Center)	817	1,000 SF GFA	6.94	30%	B	4.86	5.83	50%	2.92	2.92	14.19
Home Improvement Superstore	862	1,000 SF GFA	2.29	42%	A	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%	A	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%	A	5.23	5.83	50%	2.92	2.92	15.27
Shopping Center (>150k SF)	820	1,000 SF GFA	3.40	29%	C	2.41	5.83	50%	2.92	2.92	7.04
Shopping Plaza (40-150k)	821	1,000 SF GFA	5.19	40%	C	3.11	5.83	50%	2.92	2.92	9.08
Strip Retail Plaza (<40k SF)	822	1,000 SF GFA	6.59	40%	B	3.95	5.83	50%	2.92	2.92	11.53
Supermarket	850	1,000 SF GFA	8.95	24%	C	6.80	5.83	50%	2.92	2.92	19.86
Toy/Children's Superstore	864	1,000 SF GFA	5.00	30%	B	3.50	5.83	50%	2.92	2.92	10.22
Department Store	875	1,000 SF GFA	1.95	30%	B	1.37	5.83	50%	2.92	2.92	4.00
SERVICES											
Walk-In Bank	911	1,000 SF GFA	12.13	40%	B	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	
Step 1	Determine Development Unit and Vehicle-Miles Per Development Unit
	<i>From Table 12 [Land Use – Vehicle-Mile Equivalency Table]</i> 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 2	Determine Maximum Assessable Impact Fee Per Service Unit
	<i>From Table 11, Line 22 [Maximum Assessable Fee Per Service Unit]</i> Service Area B: \$1,414
Step 3	Determine Maximum Assessable Impact Fee
	Impact Fee = # of Development Units * Veh-Mi Per Dev Unit * Max. Fee Per Service Unit
	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	
Step 1	Determine Development Unit and Vehicle-Miles Per Development Unit
	<i>From Table 12 [Land Use – Vehicle-Mile Equivalency Table]</i> 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 2	Determine Maximum Assessable Impact Fee Per Service Unit
	<i>From Table 11, Line 22 [Maximum Assessable Fee Per Service Unit]</i> Service Area B: \$1,414
Step 3	Determine Maximum Assessable Impact Fee
	Impact Fee = # of Development Units * Veh-Mi Per Dev Unit * Max. Fee Per Service Unit
	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	B
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.

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

8/3/2023

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
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 Burlison Ln to 1,830' E of Edward Burlison 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 Burlison	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	INTERSECTION IMPROVEMENTS				100%	-	-	-	-	\$ 500,000
I-2	FM 969 / Bear Hunter & SH 21	Overpass					100%	-	-	-	\$ 10,000,000	
I-3	Edward Burlison 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	
SUBTOTAL												\$ 25,900,000

2023 Roadway Impact Fee Study Cost Per Service Area \$ 39,980

TOTAL COST IN SERVICE AREA A \$ 75,194,580

**City of Bastrop - 2023 Transportation Impact Fee Study
CIP Service Units of Supply**

Service Area B

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	INTERSECTION IMPROVEMENTS				100%	-	-	-	-	\$ 500,000
I-9	SH 95 & Cedar St	Traffic Signal					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

B. EXISTING ROADWAY FACILITIES INVENTORY

City of Bastrop - 2023 Transportation Impact Fee Study
Existing Roadway Facilities Inventory

6/20/2023

Service Area A

ROADWAY	FROM	TO	LENGTH (ft)	LENGTH (mi)	EXIST LANES		EXIST LANES	TxDOT (Y/N)	PM PEAK HOUR VOL		% IN SERVICE AREA	VEH-MI CAPACITY PK-HR PER LN		VEH-MI SUPPLY PK-HR TOTAL		VEH-MI DEMAND PK-HR TOTAL		EXCESS CAPACITY PK-HR VEH-MI		EXISTING DEFICIENCIES PK-HR VEH-MI			
					NB/EB	SB/WB			NB/EB	SB/WB		NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB				
Agnes	SH 304	Hospital Drive	2140	0.41	1	1	2U		6	11	100%	425	425	172	172	2	4	170	168				
Agnes	Schafer Blvd	Childers Drive	3177	0.60	1	1	2U		179	199	100%	425	425	256	256	108	120	148	136				
Bear Hunter Drive	State Highway 21	Bear Hunter Drive (existing)	3305	0.63	1	1	2U		25	38	100%	425	425	266	266	16	24	250	242				
Blakey Ln	FM 969	Duff Dr	2764	0.52	1	1	3U	N	268	146	100%	525	525	275	275	140	76	135	198				
Blakey Ln		Edward Burleson Ln	1915	0.36	1	1	3U	Y	268	146	100%	630	630	229	229	97	53	131	176				
Childers Dr	Hasler Blvd	Trailside Ln	2661	0.50	1	1	2U		179	199	100%	425	425	214	214	90	100	124	114				
Childers Dr	Schafer Blvd	Hasler Blvd	2661	0.50	1	1	2U		179	199	100%	425	425	214	214	90	100	124	114				
Duff Drive	Blakey	SH 71	1485	0.28	1	1	3U		36	36	100%	525	525	148	148	10	10	138	138				
Edward Burleson	Blakey	SH 21 EBFR	1696	0.32	1	1	3U	Y	229	545	100%	630	630	202	202	74	175	129	27				
FM 20	SH 21 EBFR	City Limits	1772	0.34	1	1	3U	Y	386	557	100%	900	900	302	302	130	187	173	115				
FM 20	City Limits	Solomon Ln	4178	0.79	1	1	3U	Y	212	211	50%	900	900	356	356	84	63	272	273				
FM 969	Blakey Ln	State Highway 21	1501	0.28	1	1	2U	Y	305	378	100%	900	900	256	256	87	107	169	148				
FM 969	City Limits	Blakey Ln	2406	0.46	1	1	2U	Y	387	648	100%	900	900	410	410	176	295	234	115				
Hasler Blvd	State Highway 21 W Frontage Rd	Walnut Drive	1187	0.22	1	1	2U	Y	14	13	100%	510	510	115	115	3	3	111	112				
Hasler Blvd	Old Austin Hwy	SH 21	1342	0.25	1	1	3U	Y	467	447	100%	630	630	160	160	119	114	41	47				
Home Depot Way	SH 304	Hunter's Crossing	1804	0.34	1	1	2U		6	11	100%	425	425	145	145	2	4	143	141				
Hunter's Crossing	SH 71	Hunter's Point	2573	0.49	1	1	3U		156	156	100%	525	525	256	256	76	76	180	180				
Hunter's Point Dr	Bear Hunter Dr	State Highway 304	3943	0.75	1	1	2U	Y	122	64	100%	510	510	381	381	91	48	290	333				
Loop 150	SH 21	Old Austin Hwy	1161	0.22	1	1	3U	Y	446	376	100%	900	900	198	198	98	63	100	115				
Loop 150	Old Austin Hwy	Colorado River	1580	0.30	1	1	3U	Y	926	835	100%	900	900	269	269	277	250	4	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	326	100%	510	510	228	228	97	146	131	82				
Old Austin Highway	Point approx. 200 ft east of eastern entrance to Silver Pines Nursing and Rehabilitation Center	Texas Loop 150	2318	0.44	1	1	3U	Y	694	643	100%	630	630	277	277	305	282	-28	-6	28	6		
Old Austin Highway	Point approx. 75 ft west of entrance to Britz & Shry 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	324	100%	660	660	759	759	98	186	661	573				
Orchard Pkwy	SH 71	Hunter's Point Drive	476	0.09	1	1	2U		27	43	100%	425	425	38	38	2	4	36	34				
Schafer Blvd	Agnes	Childers Dr	1940	0.37	1	1	2U		179	199	100%	425	425	156	156	66	73	90	83				
SH 21/71	S. 200' E of Colorado River	Colorado River	1202	0.23	2	2	4U	Y	941	1026	100%	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	1026	100%	900	900	151	151	79	86	72	65				
SH 304	SH 21 EBFR	Hunter's Point Dr	2823	0.55	2	2	4U	Y	473	791	100%	900	900	996	996	262	438	735	559				
SH 304	Hunter's Point Dr	City Limits	422	0.08	1	1	3U	Y	32	488	100%	900	900	72	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	100%	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	1054	0	100%	900	900	1,769	1,769	1,036	0	733	1,769				
SH 71 EBFR	Approx. Bastrop City Limit	Navarro Blvd	2189	0.41	2	2	4D	Y	222	0	100%	900	900	746	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	100%	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	222	0	100%	900	900	1,069	1,069	132	0	937	1,069				
SH 71 EBFR	FM 20	Edward Burleson Ln	7220	1.37	2	2	4D	Y	448	0	100%	900	900	2,461	2,461	613	0	1,849	2,461				
SH 71 WBFR	Edward Burleson Ln	Hasler Blvd	5219	0.99	2	2	4D	Y	0	2165	100%	900	900	1,779	1,779	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	Y	0	957	100%	900	900	1,168	1,168	0	621	1,168	-547				
SH 71 WBFR	Approx. Bastrop City Limit	Navarro Blvd	2176	0.41	2	2	4D	Y	0	139	100%	900	900	742	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	Y	0	139	100%	900	900	2,246	2,246	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	0	139	100%	900	900	1,069	1,069	0	63	1,069	986				
SH 71 WBFR	FM 20	Edward Burleson Ln	7219	1.37	2	2	4D	Y	0	539	100%	900	900	2,461	2,461	0	737	2,461	1,724				
Woodlands Dr	North entrance of Lost Pines RV Park	State Highway 71 Frontage Road	444	0.08	1	1	2U		25	25	100%	425	425	36	36	2	2	34	34				
SUBTOTAL			80,985	15.34												14,939	14,939	4,984	3,401	9,955	11,538	28	6
																29,877	14,939	6,385	21,493				

City of Bastrop - 2023 Transportation Impact Fee Study
Existing Roadway Facilities Inventory

6/20/2023

Service Area B

ROADWAY	FROM	TO	LENGTH (ft)	LENGTH (mi)	EXIST LANES		EXIST LANES	TXDOT (Y/N)	PM PEAK HOUR VOL		% IN SERVICE AREA	VEH-MI CAPACITY PK-HR PER LN		VEH-MI SUPPLY PK-HR TOTAL		VEH-MI DEMAND PK-HR TOTAL		EXCESS CAPACITY PK-HR VEH-MI		EXISTING DEFICIENCIES PK-HR VEH-MI	
					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	Hayset St	383	0.07	1	1	3U		610	460	100%	525	525	38	38	44	33	-6	5	6	
Loop 150	Hayset 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	Tahitan 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	1,231	1,231	0	294	1,231	937		
SH 71 WBFR	ArenaDr	Loop 150	3858	0.73	2	2	4D	Y	0	430	100%	900	900	1,315	1,315	0	314	1,315	1,001		
SH 95	SH 21 WBFR	SH 21 EBFR	580	0.11	2	2	5U	Y	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	1120	976	100%	900	900	297	297	185	161	112	136		
SH 95	Cedar St	Spring St	1883	0.36	1	1	3U	Y	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	Y	1120	976	100%	900	900	266	266	331	288	-65	-22	65	22
SH 95	700' S of Mesquite St	Hawthorne St	2698	0.51	1	1	2U	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	Y	1120	976	100%	900	900	329	329	409	357	-80	-28	80	28
SH 95	Mesquite St	700' S of Mesquite St	697	0.13	1	1	3U	Y	1120	976	100%	900	900	119	119	148	129	-29	-10	29	10
South Street	650' W of Jackson St	1,200' E of Jackson St	1673	0.32	1	1	2U-R	Y	22	22	100%	420	420	133	133	7	7	126	126		
SUBTOTAL			70,091	13.27										17,534	17,534	7,696	6,746	9,838	10,788	364	126
														35,068		14,442		20,626		490	

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

#	Type	IF Classification	Project	Limits		Project Cost	Total Cost in Service Area
				From	To		
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.

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. A-1
Name:	Agnes (1)	Construction of a 4 lane highway arterial with a median with curb and gutter, underground drainage, and 6' sidewalks on both sides of the street.	
Limits:	Bear Hunter Drive to Hunter's Crossing		
Impact Fee Class:	Primary Multimodal Street B		
Ultimate Class:	4D_(80)		
Length (lf):	2,405		

Roadway Construction Cost Projection					
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" depth)	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	492	SY	\$ 118.58	\$ 58,286
Paving Construction Cost Subtotal:					\$ 1,548,327
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
Traffic Control	None Anticipated	0%	\$ -		
√ Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$ 61,933		
√ Roadway Drainage	Standard Internal System	30%	\$ 464,498		
√ Illumination		6%	\$ 92,900		
√ Water	Minor Adjustments	3%	\$ 46,450		
√ Sewer	Minor Adjustments	2%	\$ 30,967		
√ Landscaping and Irrigation		6%	\$ 92,900		
Allowance Subtotal:					\$ 789,647
**Allowances based on % of Paving Construction Cost Subtotal					
Paving and Allowance Subtotal:					\$ 2,337,974
Construction Contingency:					10% \$ 233,797
Mobilization					11% \$ 257,177
Prep ROW					4% \$ 93,519
Construction Cost TOTAL:					\$ 2,923,000

Impact Fee Project Cost Summary			
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 Cost TOTAL			\$ 4,370,000

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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 Information:		Description: New	Project No. A-2
Name:	Agnes (2)	Construction of a 4 lane highway arterial with a median with curb and gutter, underground drainage, and 6' sidewalks on both sides of the street.	
Limits:	Hospital Drive to Schaefer Blvd		
Impact Fee Class:	Primary Multimodal Street B		
Ultimate Class:	4D_(80)		
Length (lf):	1,830		

Roadway Construction Cost Projection					
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" depth)	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	374	SY	\$ 118.58	\$ 44,351
Paving Construction Cost Subtotal:					\$ 1,178,145
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
	Traffic Control	None Anticipated	0%	\$ -	
√	Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$ 47,126	
√	Roadway Drainage	Standard Internal System	30%	\$ 353,443	
√	Illumination		6%	\$ 70,689	
√	Water	Minor Adjustments	3%	\$ 35,344	
√	Sewer	Minor Adjustments	2%	\$ 23,563	
√	Landscaping and Irrigation		6%	\$ 70,689	
**Allowances based on % of Paving Construction Cost Subtotal					Allowance Subtotal: \$ 600,854
Paving and Allowance Subtotal:					\$ 1,778,999
Construction Contingency:					10% \$ 177,900
Mobilization					11% \$ 195,690
Prep ROW					4% \$ 71,160
Construction Cost TOTAL:					\$ 2,224,000

Impact Fee Project Cost Summary			
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 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 Information:		Description: New	Project No. A-3
Name:	Bear Hunter Drive (1)	Construction of a 4 lane highway arterial with a median with curb and gutter, underground drainage, and 6' sidewalks on both sides of the street.	
Limits:	Bear Hunter Drive (existing) to 1,000' N of Shiloh Rd		
Impact Fee Class:	Primary Multimodal Street B		
Ultimate Class:	4D_(80)		
Length (lf):	2,240		

Roadway Construction Cost Projection					
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)	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 Cost Subtotal:					\$ 1,442,101
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
	Traffic Control	None Anticipated	0%	\$ -	
√	Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$ 57,684	
√	Roadway Drainage	Standard Internal System	30%	\$ 432,630	
√	Illumination		6%	\$ 86,526	
√	Water	Minor Adjustments	3%	\$ 43,263	
√	Sewer	Minor Adjustments	2%	\$ 28,842	
√	Landscaping and Irrigation		6%	\$ 86,526	
			Allowance Subtotal:	\$ 735,471	
**Allowances based on % of Paving Construction Cost Subtotal					
Paving and Allowance Subtotal:					\$ 2,177,572
Construction Contingency:					10% \$ 217,757
Mobilization					11% \$ 239,533
Prep ROW					4% \$ 87,103
Construction Cost TOTAL:					\$ 2,722,000

Impact Fee Project Cost Summary			
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 Cost TOTAL			\$ 4,069,000

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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 Information:		Description: New	Project No. A-4
Name:	Blakey Ln (1)	Construction of a 2 lane collector, underground drainage, and 5' sidewalks on both sides of the street.	
Limits:	Edward Burleson Ln to 1,830' E of Edward Burleson Ln		
Impact Fee Class:	Local Connector Street		
Ultimate Class:	2U_(50)		
Length (lf):	1,835		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified 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)	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 Construction 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 Bicycle Facilities	4%	\$ 20,171		
√ Roadway Drainage	Standard Internal System	30%	\$ 151,284		
√ Illumination		6%	\$ 30,257		
√ Water	Minor Adjustments	3%	\$ 15,128		
√ Sewer	Minor Adjustments	2%	\$ 10,086		
√ Landscaping and Irrigation		6%	\$ 30,257		
			Allowance Subtotal:	\$ 257,183	
**Allowances based on % of Paving Construction Cost Subtotal					
Paving and Allowance Subtotal:				\$ 761,462	
Construction Contingency:				10%	\$ 76,146
Mobilization				11%	\$ 83,761
Prep ROW				4%	\$ 30,458
Construction Cost TOTAL:				\$ 952,000	

Impact Fee Project Cost Summary

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 Cost TOTAL			\$ 1,423,000

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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 Information:		Description: New	Project No. A-5
Name:	Blakey Ln (2)	Construction of a 2 lane collector, underground drainage, and 5' sidewalks on both sides of the street.	
Limits:	City Limits to Old Austin Highway		
Impact Fee Class:	Local Connector Street		
Ultimate Class:	2U_(50)		
Length (lf):	2,285		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	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)	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 Cost Subtotal:					\$ 627,945
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
	Traffic Control	None Anticipated	0%	\$ -	
√	Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$ 25,118	
√	Roadway Drainage	Standard Internal System	30%	\$ 188,383	
√	Illumination		6%	\$ 37,677	
√	Water	Minor Adjustments	3%	\$ 18,838	
√	Sewer	Minor Adjustments	2%	\$ 12,559	
√	Landscaping and Irrigation		6%	\$ 37,677	
			Allowance Subtotal:	\$ 320,252	
**Allowances based on % of Paving Construction Cost Subtotal					
Paving and Allowance Subtotal:					\$ 948,197
Construction Contingency:					10% \$ 94,820
Mobilization					11% \$ 104,302
Prep ROW					4% \$ 37,928
Construction Cost TOTAL:					\$ 1,186,000

Impact Fee Project Cost Summary			
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

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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 Information:		Description: New	Project No. A-6
Name:	Greenleaf Fisk Dr	Construction of a 3 lane collector (2 lanes plus a center turn lane) with curb and gutter, underground drainage, and 6' sidewalks on both sides of the street.	
Limits:	Bass Drive to Schaefer Blvd		
Impact Fee Class:	Primary Multimodal Street A		
Ultimate Class:	3U_(56)		
Length (lf):	2,985		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation (2' depth)	9,287	CY	\$ 8.73	\$ 81,073
202	Earthwork/Topsoil (6" depth)	6,633	SY	\$ 1.83	\$ 12,139
302	3" Asphalt (Type C)	716	TON	\$ 140.87	\$ 100,919
402	Asphalt Prime Coat	7,164	GAL	\$ 6.00	\$ 42,984
502	Lime Treated Subgrade (12" depth)	13,930	SY	\$ 3.46	\$ 48,198
602	10" Flexible Base	13,930	SY	\$ 19.70	\$ 274,421
702	6' Concrete Sidewalk (4" depth)	3,980	SY	\$ 62.92	\$ 250,422
802	Machine Laid Curb & Gutter	5,970	LF	\$ 22.37	\$ 133,549
902	Turn Lanes and Median Openings	0	SY	\$ 71.37	\$ -
Paving Construction Cost Subtotal:					\$ 943,704
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
Traffic Control	None Anticipated	0%	\$ -		
√ Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$ 37,748		
√ Roadway Drainage	Standard Internal System	30%	\$ 283,111		
√ Illumination		6%	\$ 56,622		
√ Water	Minor Adjustments	3%	\$ 28,311		
√ Sewer	Minor Adjustments	2%	\$ 18,874		
√ Landscaping and Irrigation		6%	\$ 56,622		
**Allowances based on % of Paving Construction Cost Subtotal					Allowance Subtotal: \$ 481,289
Paving and Allowance Subtotal:					\$ 1,424,993
Construction Contingency:					10% \$ 142,499
Mobilization					11% \$ 156,749
Prep ROW					4% \$ 57,000
Construction Cost TOTAL:					\$ 1,782,000

Impact Fee Project Cost Summary			
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 Cost TOTAL			\$ 2,664,000

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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 Information:		Description: New	Project No. A-7
Name:	Hasler Blvd (1)	Construction of a 4 lane arterial with a median with curb and gutter, underground drainage, and 6' sidewalks on both sides of the street.	
Limits:	Old Austin Hwy to Colorado River		
Impact Fee Class:	Primary Multimodal Street B		
Ultimate Class:	4D_(80)		
Length (lf):	1,385		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
103	Unclassified Street Excavation (3' depth)	7,694	CY	\$ 8.73	\$ 67,173
203	Earthwork/Topsoil (6" depth)	5,540	SY	\$ 1.83	\$ 10,138
303	6" Asphalt (Type C)	406	TON	\$ 140.87	\$ 57,231
403	Asphalt Prime Coat	4,063	GAL	\$ 6.00	\$ 24,376
503	Lime Treated Subgrade (12" depth)	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	283	SY	\$ 118.58	\$ 33,566
Paving Construction Cost Subtotal:					\$ 891,656
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
	Traffic Control	None Anticipated	0%	\$ -	
√	Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$ 35,666	
√	Roadway Drainage	Standard Internal System	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	
			Allowance Subtotal:	\$ 454,745	
Paving and Allowance Subtotal:					\$ 1,346,401
Construction Contingency: 10%					\$ 134,640
Mobilization: 11%					\$ 148,104
Prep ROW: 4%					\$ 53,856
Construction Cost TOTAL:					\$ 1,684,000

Impact Fee Project Cost Summary			
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

Kimley-Horn and Associates, Inc.
 updated: 6/20/2023

Project Information:		Description: New	Project No. A-8
Name:	Marie St	Construction of a 2 lane collector, underground drainage, and 5' sidewalks on both sides of the street.	
Limits:	Schaefer Blvd to Hasler Blvd		
Impact Fee Class:	Local Connector Street		
Ultimate Class:	2U_(50)		
Length (lf):	1,330		

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)	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 Allowances**:					
Item Description	Notes	Allowance	Item Cost		
Traffic Control	None Anticipated	0%	\$ -		
√ Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$ 14,620		
√ Roadway Drainage	Standard Internal System	30%	\$ 109,650		
√ Illumination		6%	\$ 21,930		
√ Water	Minor Adjustments	3%	\$ 10,965		
√ Sewer	Minor Adjustments	2%	\$ 7,310		
√ Landscaping and Irrigation		6%	\$ 21,930		
**Allowances based on % of Paving Construction Cost Subtotal					Allowance Subtotal: \$ 186,405
Paving and Allowance Subtotal:					\$ 551,904
Construction Contingency:					10% \$ 55,190
Mobilization					11% \$ 60,709
Prep ROW					4% \$ 22,076
Construction Cost TOTAL:					\$ 690,000

Impact Fee Project Cost Summary			
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

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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 Information:		Description: New	Project No. A-9
Name:	Orchard Pkwy	Construction of a 3 lane collector (2 lanes plus a center turn lane) with curb and gutter, underground drainage, and 6' sidewalks on both sides of the street.	
Limits:	SH 71 to Hunters Point Drive		
Impact Fee Class:	Primary Multimodal Street A		
Ultimate Class:	3U_(56)		
Length (lf):	2,215		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation (2' depth)	6,891	CY	\$ 8.73	\$ 60,159
202	Earthwork/Topsoil (6" depth)	4,922	SY	\$ 1.83	\$ 9,008
302	3" Asphalt (Type C)	532	TON	\$ 140.87	\$ 74,886
402	Asphalt Prime Coat	5,316	GAL	\$ 6.00	\$ 31,896
502	Lime Treated Subgrade (12" depth)	10,337	SY	\$ 3.46	\$ 35,765
602	10" Flexible Base	10,337	SY	\$ 19.70	\$ 203,632
702	6' Concrete Sidewalk (4" depth)	2,953	SY	\$ 62.92	\$ 185,824
802	Machine Laid Curb & Gutter	4,430	LF	\$ 22.37	\$ 99,099
902	Turn Lanes and Median Openings	0	SY	\$ 71.37	\$ -
Paving Construction Cost Subtotal:					\$ 700,270
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
	Traffic Control	None Anticipated	0%	\$ -	
√	Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$ 28,011	
√	Roadway Drainage	Standard Internal System	30%	\$ 210,081	
√	Illumination		6%	\$ 42,016	
√	Water	Minor Adjustments	3%	\$ 21,008	
√	Sewer	Minor Adjustments	2%	\$ 14,005	
√	Landscaping and Irrigation		6%	\$ 42,016	
**Allowances based on % of Paving Construction Cost Subtotal			Allowance Subtotal:	\$ 357,137	
Paving and Allowance Subtotal:					\$ 1,057,407
Construction Contingency:					10% \$ 105,741
Mobilization					11% \$ 116,315
Prep ROW					4% \$ 42,296
Construction Cost TOTAL:					\$ 1,322,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 1,322,000
Engineering/Survey/Testing:		16%	\$ 211,520
Inspection		3.5%	\$ 46,270
ROW/Easement Acquisition:		30%	\$ 396,600
Impact Fee Project Cost TOTAL			\$ 1,976,000

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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 Information:		Description: Widening	Project No. A-10
Name:	Agnes (3)	Construction of a 4 lane arterial with a median with curb and gutter, underground drainage, and 6' sidewalks on both sides of the street.	
Limits:	Schaefer Blvd to Childers Drive		
Impact Fee Class:	Primary Multimodal Street B		
Ultimate Class:	4D_(80)		
Length (lf):	3,175		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
103	Unclassified Street Excavation (3' depth)	17,639	CY	\$ 8.73	\$ 153,988
203	Earthwork/Topsoil (6" depth)	12,700	SY	\$ 1.83	\$ 23,241
303	6" Asphalt (Type C)	931	TON	\$ 140.87	\$ 131,197
403	Asphalt Prime Coat	9,313	GAL	\$ 6.00	\$ 55,880
503	Lime Treated Subgrade (12" depth)	17,639	SY	\$ 3.46	\$ 61,031
603	18" Flexible Base	17,639	SY	\$ 56.20	\$ 991,306
703	6' Concrete Sidewalk (4" depth)	4,233	SY	\$ 62.92	\$ 266,361
803	Machine Laid Curb & Gutter	12,700	LF	\$ 22.37	\$ 284,099
903	Turn Lanes and Median Openings	649	SY	\$ 118.58	\$ 76,947
Paving Construction Cost Subtotal:					\$ 2,044,049
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
√ Traffic Control	Construction Phase Traffic Control	5%	\$	102,202	
√ Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$	81,762	
√ Roadway Drainage	Standard Internal System	30%	\$	613,215	
√ Illumination		6%	\$	122,643	
√ Water	Minor Adjustments	3%	\$	61,321	
√ Sewer	Minor Adjustments	2%	\$	40,881	
√ Landscaping and Irrigation		6%	\$	122,643	
**Allowances based on % of Paving Construction Cost Subtotal					Allowance Subtotal: \$ 1,144,668
Paving and Allowance Subtotal:					\$ 3,188,717
Construction Contingency:					10% \$ 318,872
Mobilization					11% \$ 350,759
Prep ROW					4% \$ 127,549
Construction Cost TOTAL:					\$ 3,986,000

Impact Fee Project Cost Summary			
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 Cost TOTAL			\$ 5,959,000

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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 Information:		Description: Widening	Project No. A-11
Name:	Edward Burleson	Construction of a 4 lane arterial with a median with curb and gutter, underground drainage, and 6' sidewalks on both sides of the street.	
Limits:	Blakey to SH 21 EBFR		
Impact Fee Class:	Primary Multimodal Street B		
Ultimate Class:	4D_(80)		
Length (lf):	1,695		

Roadway Construction Cost Projection						
No.	Item Description	Quantity	Unit	Unit Price	Item Cost	
103	Unclassified Street Excavation (3' depth)	9,417	CY	\$ 8.73	\$ 82,208	
203	Earthwork/Topsoil (6" depth)	6,780	SY	\$ 1.83	\$ 12,407	
303	6" Asphalt (Type C)	497	TON	\$ 140.87	\$ 70,041	
403	Asphalt Prime Coat	4,972	GAL	\$ 6.00	\$ 29,832	
503	Lime Treated Subgrade (12" depth)	9,417	SY	\$ 3.46	\$ 32,582	
603	18" Flexible Base	9,417	SY	\$ 56.20	\$ 529,217	
703	6' Concrete Sidewalk (4" depth)	2,260	SY	\$ 62.92	\$ 142,199	
803	Machine Laid Curb & Gutter	6,780	LF	\$ 22.37	\$ 151,669	
903	Turn Lanes and Median Openings	346	SY	\$ 118.58	\$ 41,079	
Paving Construction Cost Subtotal:					\$ 1,091,233	
Major Construction Component Allowances**:						
Item Description	Notes	Allowance	Item Cost			
√ Traffic Control	Construction Phase Traffic Control	5%	\$	54,562		
√ Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$	43,649		
√ Roadway Drainage	Standard Internal System	30%	\$	327,370		
√ Illumination		6%	\$	65,474		
√ Water	Minor Adjustments	3%	\$	32,737		
√ Sewer	Minor Adjustments	2%	\$	21,825		
√ Landscaping and Irrigation		6%	\$	65,474		
**Allowances based on % of Paving Construction Cost Subtotal					Allowance Subtotal:	\$ 611,090
Paving and Allowance Subtotal:					\$ 1,702,323	
Construction Contingency:					10%	\$ 170,232
Mobilization					11%	\$ 187,256
Prep ROW					4%	\$ 68,093
Construction Cost TOTAL:					\$ 2,128,000	

Impact Fee Project Cost Summary			
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 Cost TOTAL			\$ 2,862,000

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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 Information:		Description: Widening	Project No. A-12
Name:	FM 969 (1)	Construction of a 4 lane highway arterial with a median with curb and gutter, underground drainage, and 6' sidewalks on both sides of the street.	
Limits:	City Limits to Blakey Ln		
Impact Fee Class:	State Highway System		
Ultimate Class:	4D_(110)		
Length (lf):	2,405		

Roadway Construction Cost Projection					
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" depth)	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	492	SY	\$ 123.94	\$ 60,919
Paving Construction Cost Subtotal:					\$ 1,649,658
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
√ Traffic Control	Construction Phase Traffic Control	5%	\$	82,483	
√ Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$	65,986	
√ Roadway Drainage	Standard Internal System	30%	\$	494,897	
√ Illumination		6%	\$	98,979	
√ Water	Minor Adjustments	3%	\$	49,490	
√ Sewer	Minor Adjustments	2%	\$	32,993	
√ Landscaping and Irrigation		6%	\$	98,979	
**Allowances based on % of Paving Construction Cost Subtotal					Allowance Subtotal: \$ 923,809
Paving and Allowance 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 Summary			
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%	\$ -
Impact Fee Project Cost TOTAL (TxDOT 20%)			\$ 768,800

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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 Information:		Description: Widening	Project No. A-13
Name:	FM 969 (2)	Construction of a 4 lane highway arterial with a median with curb and gutter, underground drainage, and 6' sidewalks on both sides of the street.	
Limits:	Blakey Ln to State Highway 21		
Impact Fee Class:	State Highway System		
Ultimate Class:	4D_(110)		
Length (lf):	1,500		

Roadway Construction Cost Projection						
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)	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 Traffic Control	5%	\$	51,445		
√ Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$	41,156		
√ Roadway Drainage	Standard Internal System	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		
**Allowances based on % of Paving Construction Cost Subtotal					Allowance Subtotal:	\$ 576,180
Paving and Allowance Subtotal:					\$ 1,605,073	
Construction Contingency:					10%	\$ 160,507
Mobilization					11%	\$ 176,558
Prep ROW					4%	\$ 64,203
Construction Cost TOTAL:					\$ 2,007,000	

Impact Fee Project Cost Summary			
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%	\$ -
Impact Fee Project Cost TOTAL (TxDOT 20%)			\$ 479,600

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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 Information:		Description: Widening	Project No. A-14
Name:	Hasler Blvd (2)	Construction of a 4 lane arterial with a median with curb and gutter, underground drainage, and 6' sidewalks on both sides of the street.	
Limits:	Old Austin Hwy to SH 21		
Impact Fee Class:	Primary Multimodal Street B		
Ultimate Class:	4D_(80)		
Length (lf):	1,340		

Roadway Construction Cost Projection					
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)	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 Cost Subtotal:					\$ 862,685
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
√ Traffic Control	Construction Phase Traffic Control	5%	\$	43,134	
√ Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$	34,507	
√ Roadway Drainage	Standard Internal System	30%	\$	258,806	
√ Illumination		6%	\$	51,761	
√ Water	Minor Adjustments	3%	\$	25,881	
√ Sewer	Minor Adjustments	2%	\$	17,254	
√ Landscaping and Irrigation		6%	\$	51,761	
Allowance Subtotal:					\$ 483,104
**Allowances based on % of Paving Construction Cost Subtotal					
Paving and Allowance Subtotal:					\$ 1,345,789
Construction Contingency: 10%					\$ 134,579
Mobilization: 11%					\$ 148,037
Prep ROW: 4%					\$ 53,832
Construction Cost TOTAL:					\$ 1,683,000

Impact Fee Project Cost Summary			
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 Cost TOTAL			\$ 2,516,000

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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 Information:		Description: Widening	Project No. A-15
Name:	Home Depot Way	Construction of a 4 lane arterial with a median with curb and gutter, underground drainage, and 6' sidewalks on both sides of the street.	
Limits:	Hunter's Crossing to SH 304		
Impact Fee Class:	Primary Multimodal Street B		
Ultimate Class:	4D_(80)		
Length (lf):	1,805		

Roadway Construction Cost Projection						
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)	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 Traffic Control	5%	\$	58,103		
√ Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$	46,482		
√ Roadway Drainage	Standard Internal System	30%	\$	348,615		
√ Illumination		6%	\$	69,723		
√ Water	Minor Adjustments	3%	\$	34,862		
√ Sewer	Minor Adjustments	2%	\$	23,241		
√ Landscaping and Irrigation		6%	\$	69,723		
**Allowances based on % of Paving Construction Cost Subtotal					Allowance Subtotal:	\$ 650,748
Paving and Allowance Subtotal:					\$ 1,812,798	
Construction Contingency:					10%	\$ 181,280
Mobilization					11%	\$ 199,408
Prep ROW					4%	\$ 72,512
Construction Cost TOTAL:					\$ 2,266,000	

Impact Fee Project Cost Summary			
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

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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 Information:		Description: Widening 1/2	Project No. A-16
Name:	Agnes (4)	Construction of a 4 lane arterial with a median with curb and gutter, underground drainage, and 6' sidewalks on both sides of the street.	
Limits:	SH 304 to Hospital Drive		
Impact Fee Class:	Primary Multimodal Street B		
Ultimate Class:	4D_(80)		
Length (lf):	2,140		

Roadway Construction Cost Projection						
No.	Item Description	Quantity	Unit	Unit Price	Item Cost	
103	Unclassified 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 Cost Subtotal:					\$ 1,377,721	
Major Construction Component Allowances**:						
Item Description	Notes	Allowance	Item Cost			
√ Traffic Control	Construction Phase Traffic Control	5%	\$	68,886		
√ Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$	55,109		
√ Roadway Drainage	Standard Internal System	30%	\$	413,316		
√ Illumination		6%	\$	82,663		
√ Water	Minor Adjustments	3%	\$	41,332		
√ Sewer	Minor Adjustments	2%	\$	27,554		
√ Landscaping and Irrigation		6%	\$	82,663		
**Allowances based on % of Paving Construction Cost Subtotal					Allowance 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 Summary			
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 Cost TOTAL			\$ 3,614,000

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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 Information:		Description: Widening 1/2	Project No. A-17
Name:	Bear Hunter Drive (2)	Construction of a 4 lane arterial with a median with curb and gutter, underground drainage, and 6' sidewalks on both sides of the street.	
Limits:	State Highway 21 to Bear Hunter Drive (
Impact Fee Class:	Primary Multimodal Street B		
Ultimate Class:	4D_(80)		
Length (lf):	3,305		

Roadway Construction Cost Projection					
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)	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 Allowances**:					
Item Description	Notes	Allowance	Item Cost		
√ Traffic Control	Construction Phase Traffic Control	5%	\$	106,387	
√ Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$	85,110	
√ Roadway Drainage	Standard Internal System	30%	\$	638,323	
√ Illumination		6%	\$	127,665	
√ Water	Minor Adjustments	3%	\$	63,832	
√ Sewer	Minor Adjustments	2%	\$	42,555	
√ Landscaping and Irrigation		6%	\$	127,665	
Allowance Subtotal:					\$ 1,191,536
**Allowances based on % of Paving Construction Cost Subtotal					
Paving and Allowance Subtotal:					\$ 3,319,279
Construction Contingency:					10% \$ 331,928
Mobilization					11% \$ 365,121
Prep ROW					4% \$ 132,771
Construction Cost TOTAL:					\$ 4,150,000

Impact Fee Project Cost Summary			
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

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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 Information:		Description: Access Management	Project No. A-18
Name:	SH 304	Construction of a 4 lane highway arterial with a median with curb and gutter, underground drainage, and 6' sidewalks on both sides of the street.	
Limits:	SH 21 EBFR to Hunters Point Dr		
Impact Fee Class:	State Highway System		
Ultimate Class:	4D_(110)		
Length (lf):	2,925		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Street Excavation (3' depth)	17,550	CY	\$ 8.73	\$ 153,212
201	Earthwork/Topsoil (6" depth)	20,150	SY	\$ 1.83	\$ 36,875
301	6" Asphalt (Type C)	936	TON	\$ 140.87	\$ 131,854
401	Asphalt Prime Coat	9,360	GAL	\$ 6.00	\$ 56,160
501	Lime Treated Subgrade (12" depth)	17,550	SY	\$ 3.46	\$ 60,723
601	18" Flexible Base	17,550	SY	\$ 56.20	\$ 986,310
701	6' Concrete Sidewalk (4" depth)	3,900	SY	\$ 62.92	\$ 245,388
801	Machine Laid Curb & Gutter	11,700	LF	\$ 22.37	\$ 261,729
901	Turn Lanes and Median Openings	598	SY	\$ 123.94	\$ 74,091
Paving Construction Cost Subtotal:					\$ 2,006,341
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
√ Traffic Control	Construction Phase Traffic Control	5%	\$	100,317	
√ Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$	80,254	
√ Roadway Drainage	Standard Internal System	30%	\$	601,902	
√ Illumination		6%	\$	120,380	
√ Water	Minor Adjustments	3%	\$	60,190	
√ Sewer	Minor Adjustments	2%	\$	40,127	
√ Landscaping and Irrigation		6%	\$	120,380	
Allowance Subtotal:					\$ 1,123,551
**Allowances based on % of Paving Construction Cost Subtotal					
Paving and Allowance Subtotal:					\$ 3,129,892
Construction Contingency: 10%					\$ 312,989
Mobilization: 11%					\$ 344,288
Prep ROW: 4%					\$ 125,196
Construction Cost TOTAL:					\$ 3,913,000

Impact Fee Project Cost Summary			
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 (TxDOT 20%)			\$ 935,200

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City of Bastrop - 2023 Transportation Impact Fee Study
 Capital Improvement Plan for Transportation Impact Fees
 Summary of Conceptual Level Projects

Roadway Improvements - Service Area B

#	Type	IF Classification	Project	Limits		Project Cost	Total Cost in Service Area
				From	To		
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)	Jackson St	SH 21	\$ 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)	SH 95 (2)	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

Intersection Improvements

I-8			Traffic Signal	Mesquite St & SH 95	\$ 500,000	\$ 500,000
I-9			Traffic Signal	SH 95 & Cedar St	\$ 500,000	\$ 500,000

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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 Information:		Description: New	Project No. B-1
Name:	Carter St	Construction of a 2 lane collector, underground drainage, and 5' sidewalks on both sides of the street.	
Limits:	Mesquite St to Magnolia St		
Impact Fee Class:	Local Connector Street		
Ultimate Class:	2U_(50)		
Length (lf):	910		

Roadway Construction Cost Projection					
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	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)	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 Allowances**:					
Item Description	Notes	Allowance	Item Cost		
	Traffic Control	None Anticipated	0%	\$ -	
√	Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$ 10,003	
√	Roadway Drainage	Standard Internal System	30%	\$ 75,024	
√	Illumination		6%	\$ 15,005	
√	Water	Minor Adjustments	3%	\$ 7,502	
√	Sewer	Minor Adjustments	2%	\$ 5,002	
√	Landscaping and Irrigation		6%	\$ 15,005	
			Allowance Subtotal:	\$ 127,540	
Paving and Allowance Subtotal:					\$ 377,619
Construction Contingency:				10%	\$ 37,762
Mobilization				11%	\$ 41,538
Prep ROW				4%	\$ 15,105
Construction Cost TOTAL:					\$ 473,000

Impact Fee Project Cost Summary			
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 Cost TOTAL			\$ 707,000

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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 Information:		Description: New	Project No. B-2
Name:	Chambers St	Construction of a 2 lane collector, underground drainage, and 5' sidewalks on both sides of the street.	
Limits:	Cedar St to Farm St		
Impact Fee Class:	Local Connector Street		
Ultimate Class:	2U_(50)		
Length (lf):	1,510		

Roadway Construction Cost Projection					
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	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)	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 Cost Subtotal:					\$ 414,966
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
Traffic Control	None Anticipated	0%	\$ -		
√ Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$ 16,599		
√ Roadway Drainage	Standard Internal System	30%	\$ 124,490		
√ Illumination		6%	\$ 24,898		
√ Water	Minor Adjustments	3%	\$ 12,449		
√ Sewer	Minor Adjustments	2%	\$ 8,299		
√ Landscaping and Irrigation		6%	\$ 24,898		
**Allowances based on % of Paving Construction Cost Subtotal					Allowance Subtotal: \$ 211,633
Paving and Allowance Subtotal:					\$ 626,598
Construction Contingency:					10% \$ 62,660
Mobilization					11% \$ 68,926
Prep ROW					4% \$ 25,064
Construction Cost TOTAL:					\$ 784,000

Impact Fee Project Cost Summary			
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 Cost TOTAL			\$ 1,172,000

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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 Information:		Description: New	Project No. B-3
Name:	Future Collector A	Construction of a 2 lane collector, underground drainage, and 5' sidewalks on both sides of the street.	
Limits:	Pitt St to Future Collector B		
Impact Fee Class:	Local Connector Street		
Ultimate Class:	2U_(50)		
Length (lf):	1,150		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation (2' depth)	3,067	CY	\$ 8.73	\$ 26,772
204	Earthwork/Topsoil (6" depth)	2,556	SY	\$ 1.83	\$ 4,677
304	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)	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 Cost Subtotal:					\$ 316,034
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
	Traffic Control	None Anticipated	0%	\$ -	
√	Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$ 12,641	
√	Roadway Drainage	Standard Internal System	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	
			Allowance Subtotal:	\$ 161,177	
**Allowances based on % of Paving Construction Cost Subtotal					
Paving and Allowance Subtotal:					\$ 477,211
Construction Contingency:					10% \$ 47,721
Mobilization					11% \$ 52,493
Prep ROW					4% \$ 19,088
Construction Cost TOTAL:					\$ 597,000

Impact Fee Project Cost Summary			
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

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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 Information:		Description: New	Project No. B-4
Name:	Future Collector B	Construction of a 2 lane collector, underground drainage, and 5' sidewalks on both sides of the street.	
Limits:	Lost Pines Ave to SH 71		
Impact Fee Class:	Local Connector Street		
Ultimate Class:	2U_(50)		
Length (lf):	985		

Roadway Construction Cost Projection					
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)	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 Allowances**:					
Item Description	Notes	Allowance	Item Cost		
	Traffic Control	None Anticipated	0%	\$ -	
√	Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$ 10,828	
√	Roadway Drainage	Standard Internal System	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	
			Allowance Subtotal:	\$ 138,052	
Paving and Allowance Subtotal:					\$ 408,741
			Construction Contingency:	10%	\$ 40,874
			Mobilization	11%	\$ 44,962
			Prep ROW	4%	\$ 16,350
Construction Cost TOTAL:					\$ 511,000

Impact Fee Project Cost Summary			
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

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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 Information:		Description: New	Project No. B-5
Name:	Future Collector C	Construction of a 2 lane collector, underground drainage, and 5' sidewalks on both sides of the street.	
Limits:	Technology Drive extension to City Limits		
Impact Fee Class:	Local Connector Street		
Ultimate Class:	2U_(50)		
Length (lf):	895		

Roadway Construction Cost Projection					
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)	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 Cost Subtotal:					\$ 245,957
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
	Traffic Control	None Anticipated	0%	\$ -	
√	Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$ 9,838	
√	Roadway Drainage	Standard Internal System	30%	\$ 73,787	
√	Illumination		6%	\$ 14,757	
√	Water	Minor Adjustments	3%	\$ 7,379	
√	Sewer	Minor Adjustments	2%	\$ 4,919	
√	Landscaping and Irrigation		6%	\$ 14,757	
			Allowance Subtotal:	\$ 125,438	
Paving and Allowance Subtotal:					\$ 371,394
Construction Contingency:				10%	\$ 37,139
Mobilization				11%	\$ 40,853
Prep ROW				4%	\$ 14,856
Construction Cost TOTAL:					\$ 465,000

Impact Fee Project Cost Summary			
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

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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 Information:		Description: New	Project No. B-6
Name:	Future Collector D	Construction of a 2 lane collector, underground drainage, and 5' sidewalks on both sides of the street.	
Limits:	Jackson St extension to 420' E of Jackson St		
Impact Fee Class:	Local Connector Street		
Ultimate Class:	2U_(50)		
Length (lf):	420		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit 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)	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 Allowances**:					
Item Description	Notes	Allowance	Item Cost		
Traffic Control	None Anticipated	0%	\$ -		
√ Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$ 4,617		
√ Roadway Drainage	Standard Internal System	30%	\$ 34,626		
√ Illumination		6%	\$ 6,925		
√ Water	Minor Adjustments	3%	\$ 3,463		
√ Sewer	Minor Adjustments	2%	\$ 2,308		
√ Landscaping and Irrigation		6%	\$ 6,925		
			Allowance Subtotal:	\$ 58,865	
**Allowances based on % of Paving Construction Cost Subtotal					
Paving and Allowance Subtotal:				\$ 174,286	
Construction Contingency:				10%	\$ 17,429
Mobilization				11%	\$ 19,171
Prep ROW				4%	\$ 6,971
Construction Cost TOTAL:					\$ 218,000

Impact Fee Project Cost Summary			
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

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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 Information:		Description: New	Project No. B-7
Name:	Hasler Blvd (3)	Construction of a 4 lane arterial with a median with curb and gutter, underground drainage, and 6' sidewalks on both sides of the street.	
Limits:	Colorado River to Willow St		
Impact Fee Class:	Primary Multimodal Street B		
Ultimate Class:	4D_(80)		
Length (lf):	1,550		

Roadway Construction Cost Projection					
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)	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 Cost Subtotal:					\$ 997,882
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
	Traffic Control	None Anticipated	0%	\$ -	
√	Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$ 39,915	
√	Roadway Drainage	Standard Internal System	30%	\$ 299,365	
√	Illumination		6%	\$ 59,873	
√	Water	Minor Adjustments	3%	\$ 29,936	
√	Sewer	Minor Adjustments	2%	\$ 19,958	
√	Landscaping and Irrigation		6%	\$ 59,873	
			Allowance Subtotal:	\$ 508,920	
Paving and Allowance Subtotal:					\$ 1,506,802
Construction Contingency:					10% \$ 150,680
Mobilization					11% \$ 165,748
Prep ROW					4% \$ 60,272
Construction Cost TOTAL:					\$ 1,884,000

Impact Fee Project Cost Summary			
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 Cost TOTAL			\$ 2,817,000

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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 Information:		Description: New	Project No. B-8
Name:	Jackson St (1)	Construction of a 4 lane arterial with a median with curb and gutter, underground drainage, and 6' sidewalks on both sides of the street.	
Limits:	Jackson St (existing) to 1,260' S of Jackson St		
Impact Fee Class:	Primary Multimodal Street B		
Ultimate Class:	4D_(80)		
Length (lf):	1,265		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
103	Unclassified Street Excavation (3' depth)	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
403	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
Paving Construction Cost Subtotal:					\$ 814,401
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
	Traffic Control	None Anticipated	0%	\$ -	
√	Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$ 32,576	
√	Roadway Drainage	Standard Internal System	30%	\$ 244,320	
√	Illumination		6%	\$ 48,864	
√	Water	Minor Adjustments	3%	\$ 24,432	
√	Sewer	Minor Adjustments	2%	\$ 16,288	
√	Landscaping and Irrigation		6%	\$ 48,864	
			Allowance Subtotal:	\$ 415,344	
**Allowances based on % of Paving Construction Cost Subtotal					
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

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 1,538,000
Engineering/Survey/Testing:		16%	\$ 246,080
Inspection		3.5%	\$ 53,830
ROW/Easement Acquisition:		30%	\$ 461,400
Impact Fee Project Cost TOTAL			\$ 2,299,000

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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 Information:		Description: New	Project No. B-9
Name:	Jasper St (1)	Construction of a 2 lane collector, underground drainage, and 5' sidewalks on both sides of the street.	
Limits:	Jackson St to 930' E of Jackson St		
Impact Fee Class:	Local Connector Street		
Ultimate Class:	2U_(50)		
Length (lf):	930		

Roadway Construction Cost Projection					
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)	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 Cost Subtotal:					\$ 255,575
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
	Traffic Control	None Anticipated	0%	\$ -	
√	Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$ 10,223	
√	Roadway Drainage	Standard Internal System	30%	\$ 76,672	
√	Illumination		6%	\$ 15,334	
√	Water	Minor Adjustments	3%	\$ 7,667	
√	Sewer	Minor Adjustments	2%	\$ 5,111	
√	Landscaping and Irrigation		6%	\$ 15,334	
			Allowance Subtotal:	\$ 130,343	
**Allowances based on % of Paving Construction Cost Subtotal					
Paving and Allowance Subtotal:					\$ 385,918
Construction Contingency:					10% \$ 38,592
Mobilization					11% \$ 42,451
Prep ROW					4% \$ 15,437
Construction Cost TOTAL:					\$ 483,000

Impact Fee Project Cost Summary			
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 Cost TOTAL			\$ 722,000

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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 Information:		Description: New	Project No. B-10
Name:	Jasper St (2)	Construction of a 2 lane collector, underground drainage, and 5' sidewalks on both sides of the street.	
Limits:	930' E of Jackson St to Hidden Hollow Ct		
Impact Fee Class:	Local Connector Street		
Ultimate Class:	2U_(50)		
Length (lf):	2,690		

Roadway Construction Cost Projection					
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)	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 Cost Subtotal:					\$ 739,244
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
Traffic Control	None Anticipated	0%	\$ -		
√ Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$ 29,570		
√ Roadway Drainage	Standard Internal System	30%	\$ 221,773		
√ Illumination		6%	\$ 44,355		
√ Water	Minor Adjustments	3%	\$ 22,177		
√ Sewer	Minor Adjustments	2%	\$ 14,785		
√ Landscaping and Irrigation		6%	\$ 44,355		
**Allowances based on % of Paving Construction Cost Subtotal					Allowance Subtotal: \$ 377,014
Paving and Allowance Subtotal:					\$ 1,116,258
Construction Contingency:					10% \$ 111,626
Mobilization					11% \$ 122,788
Prep ROW					4% \$ 44,650
Construction Cost TOTAL:					\$ 1,396,000

Impact Fee Project Cost Summary			
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 Cost TOTAL			\$ 2,087,000

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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 Information:		Description: New	Project No. B-11
Name:	Majestic Pine Dr	Construction of a 2 lane collector, underground drainage, and 5' sidewalks on both sides of the street.	
Limits:	Majestic Pine Dr (existing) to Mauna Loa Ln		
Impact Fee Class:	Local Connector Street		
Ultimate Class:	2U_(50)		
Length (lf):	520		

Roadway Construction Cost Projection					
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)	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 Allowances**:					
Item Description	Notes	Allowance	Item Cost		
	Traffic Control	None Anticipated	0%	\$ -	
√	Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$ 5,716	
√	Roadway Drainage	Standard Internal System	30%	\$ 42,871	
√	Illumination		6%	\$ 8,574	
√	Water	Minor Adjustments	3%	\$ 4,287	
√	Sewer	Minor Adjustments	2%	\$ 2,858	
√	Landscaping and Irrigation		6%	\$ 8,574	
			Allowance Subtotal:	\$ 72,880	
**Allowances based on % of Paving Construction Cost Subtotal					
Paving and Allowance Subtotal:					\$ 215,782
Construction Contingency:					10% \$ 21,578
Mobilization					11% \$ 23,736
Prep ROW					4% \$ 8,631
Construction Cost TOTAL:					\$ 270,000

Impact Fee Project Cost Summary			
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 Cost TOTAL			\$ 404,000

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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 Information:		Description: New	Project No. B-12
Name:	Mauna Loa Ln (1)	Construction of a 2 lane collector, underground drainage, and 5' sidewalks on both sides of the street.	
Limits:	Pine Lodge Dr to Briar Forest Dr		
Impact Fee Class:	Local Connector Street		
Ultimate Class:	2U_(50)		
Length (lf):	5,015		

Roadway Construction Cost Projection					
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)	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 Allowances**:					
Item Description	Notes	Allowance	Item Cost		
	Traffic Control	None Anticipated	0%	\$ -	
√	Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$ 55,127	
√	Roadway Drainage	Standard Internal System	30%	\$ 413,454	
√	Illumination		6%	\$ 82,691	
√	Water	Minor Adjustments	3%	\$ 41,345	
√	Sewer	Minor Adjustments	2%	\$ 27,564	
√	Landscaping and Irrigation		6%	\$ 82,691	
			Allowance Subtotal:	\$ 702,872	
**Allowances based on % of Paving Construction Cost Subtotal					
Paving and Allowance Subtotal:					\$ 2,081,053
Construction Contingency:					10% \$ 208,105
Mobilization					11% \$ 228,916
Prep ROW					4% \$ 83,242
Construction Cost TOTAL:					\$ 2,602,000

Impact Fee Project Cost Summary			
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 Cost TOTAL			\$ 3,890,000

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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 Information:		Description: New	Project No. B-13
Name:	Mesquite St (1)	Construction of a 3 lane collector (2 lanes plus a center turn lane) with curb and gutter, underground drainage, and 6' sidewalks on both sides of the street.	
Limits:	800' W of Wilson St to Wilson St		
Impact Fee Class:	Primary Multimodal Street A		
Ultimate Class:	3U_(56)		
Length (lf):	785		

Roadway Construction Cost Projection					
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)	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 Cost Subtotal:					\$ 248,177
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
	Traffic Control	None Anticipated	0%	\$ -	
√	Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$ 9,927	
√	Roadway Drainage	Standard Internal System	30%	\$ 74,453	
√	Illumination		6%	\$ 14,891	
√	Water	Minor Adjustments	3%	\$ 7,445	
√	Sewer	Minor Adjustments	2%	\$ 4,964	
√	Landscaping and Irrigation		6%	\$ 14,891	
			Allowance Subtotal:	\$ 126,570	
					**Allowances based on % of Paving Construction Cost Subtotal
Paving and Allowance Subtotal:					\$ 374,747
Construction Contingency:					10% \$ 37,475
Mobilization					11% \$ 41,222
Prep ROW					4% \$ 14,990
Construction Cost TOTAL:					\$ 469,000

Impact Fee Project Cost Summary			
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 Cost TOTAL			\$ 701,000

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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 Information:		Description: New	Project No. B-14
Name:	Mesquite St (2)	Construction of a 3 lane collector (2 lanes plus a center turn lane) with curb and gutter, underground drainage, and 6' sidewalks on both sides of the street.	
Limits:	SH 95 to Piney Ridge Dr		
Impact Fee Class:	Primary Multimodal Street A		
Ultimate Class:	3U_(56)		
Length (lf):	2,190		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
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 Cost Subtotal:					\$ 692,366
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
Traffic Control	None Anticipated	0%	\$ -		
√ Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$ 27,695		
√ Roadway Drainage	Standard Internal System	30%	\$ 207,710		
√ Illumination		6%	\$ 41,542		
√ Water	Minor Adjustments	3%	\$ 20,771		
√ Sewer	Minor Adjustments	2%	\$ 13,847		
√ Landscaping and Irrigation		6%	\$ 41,542		
**Allowances based on % of Paving Construction Cost Subtotal					Allowance Subtotal: \$ 353,107
Paving and Allowance Subtotal:					\$ 1,045,472
Construction Contingency:					10% \$ 104,547
Mobilization					11% \$ 115,002
Prep ROW					4% \$ 41,819
Construction Cost TOTAL:					\$ 1,307,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 1,307,000
Engineering/Survey/Testing:		16%	\$ 209,120
Inspection		3.5%	\$ 45,745
ROW/Easement Acquisition:		30%	\$ 392,100
Impact Fee Project Cost TOTAL			\$ 1,954,000

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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 Information:		Description: New	Project No. B-15
Name:	Pitt St	Construction of a 2 lane collector, underground drainage, and 5' sidewalks on both sides of the street.	
Limits:	SH 71 to Jasper St		
Impact Fee Class:	Local Connector Street		
Ultimate Class:	2U_(50)		
Length (lf):	515		

Roadway Construction Cost Projection					
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)	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)	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 Cost Subtotal:					\$ 141,528
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
	Traffic Control	None Anticipated	0%	\$ -	
√	Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$ 5,661	
√	Roadway Drainage	Standard Internal System	30%	\$ 42,458	
√	Illumination		6%	\$ 8,492	
√	Water	Minor Adjustments	3%	\$ 4,246	
√	Sewer	Minor Adjustments	2%	\$ 2,831	
√	Landscaping and Irrigation		6%	\$ 8,492	
			Allowance Subtotal:	\$ 72,179	
**Allowances based on % of Paving Construction Cost Subtotal					
Paving and Allowance Subtotal:					\$ 213,707
Construction Contingency:					10% \$ 21,371
Mobilization					11% \$ 23,508
Prep ROW					4% \$ 8,548
Construction Cost TOTAL:					\$ 268,000

Impact Fee Project Cost Summary			
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 Cost TOTAL			\$ 401,000

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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 Information:		Description: New	Project No. B-16
Name:	South Street (1)	Construction of a 3 lane collector (2 lanes plus a center turn lane) with curb and gutter, underground drainage, and 6' sidewalks on both sides of the street.	
Limits:	Lovers Lane to South St (existing)		
Impact Fee Class:	Primary Multimodal Street A		
Ultimate Class:	3U_(56)		
Length (lf):	1,740		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation (2' depth)	5,413	CY	\$ 8.73	\$ 47,258
202	Earthwork/Topsoil (6" depth)	3,867	SY	\$ 1.83	\$ 7,076
302	3" Asphalt (Type C)	418	TON	\$ 140.87	\$ 58,827
402	Asphalt Prime Coat	4,176	GAL	\$ 6.00	\$ 25,056
502	Lime Treated Subgrade (12" depth)	8,120	SY	\$ 3.46	\$ 28,095
602	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 Cost Subtotal:					\$ 550,099
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
	Traffic Control	None Anticipated	0%	\$ -	
√	Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$ 22,004	
√	Roadway Drainage	Standard Internal System	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	
			Allowance Subtotal:	\$ 280,550	
Paving and Allowance Subtotal:					\$ 830,649
Construction Contingency:				10%	\$ 83,065
Mobilization				11%	\$ 91,371
Prep ROW				4%	\$ 33,226
Construction Cost TOTAL:					\$ 1,039,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 1,039,000
Engineering/Survey/Testing:		16%	\$ 166,240
Inspection		3.5%	\$ 36,365
ROW/Easement Acquisition:		30%	\$ 311,700
Impact Fee Project Cost TOTAL			\$ 1,553,000

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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 Information:		Description: New	Project No. B-17
Name:	South Street (2)	Construction of a 3 lane collector (2 lanes plus a center turn lane) with curb and gutter, underground drainage, and 6' sidewalks on both sides of the street.	
Limits:	1,200' E of Jackson St to Mauna Loa Ln		
Impact Fee Class:	Primary Multimodal Street A		
Ultimate Class:	3U_(56)		
Length (lf):	1,115		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation (2' depth)	3,469	CY	\$ 8.73	\$ 30,283
202	Earthwork/Topsoil (6" depth)	2,478	SY	\$ 1.83	\$ 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)	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 Cost Subtotal:					\$ 352,506
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
	Traffic Control	None Anticipated	0%	\$ -	
√	Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$ 14,100	
√	Roadway Drainage	Standard Internal System	30%	\$ 105,752	
√	Illumination		6%	\$ 21,150	
√	Water	Minor Adjustments	3%	\$ 10,575	
√	Sewer	Minor Adjustments	2%	\$ 7,050	
√	Landscaping and Irrigation		6%	\$ 21,150	
			Allowance Subtotal:	\$ 179,778	
**Allowances based on % of Paving Construction Cost Subtotal					
Paving and Allowance Subtotal:					\$ 532,284
Construction Contingency:					10% \$ 53,228
Mobilization					11% \$ 58,551
Prep ROW					4% \$ 21,291
Construction Cost TOTAL:					\$ 666,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 666,000
Engineering/Survey/Testing:		16%	\$ 106,560
Inspection		3.5%	\$ 23,310
ROW/Easement Acquisition:		30%	\$ 199,800
Impact Fee Project Cost TOTAL			\$ 996,000

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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 Information:		Description: New	Project No. B-18
Name:	Technology Drive (1)	Construction of a 2 lane collector, underground drainage, and 5' sidewalks on both sides of the street.	
Limits:	Mill St to Business Park Dr		
Impact Fee Class:	Local Connector Street		
Ultimate Class:	2U_(50)		
Length (lf):	755		

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)	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	0	SY	\$ 63.33	\$ -
Paving Construction Cost Subtotal:					\$ 207,483
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
Traffic Control	None Anticipated	0%	\$ -		
√ Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$ 8,299		
√ Roadway Drainage	Standard Internal System	30%	\$ 62,245		
√ Illumination		6%	\$ 12,449		
√ Water	Minor Adjustments	3%	\$ 6,224		
√ Sewer	Minor Adjustments	2%	\$ 4,150		
√ Landscaping and Irrigation		6%	\$ 12,449		
**Allowances based on % of Paving Construction Cost Subtotal					Allowance Subtotal: \$ 105,816
Paving and Allowance Subtotal:					\$ 313,299
Construction Contingency:					10% \$ 31,330
Mobilization					11% \$ 34,463
Prep ROW					4% \$ 12,532
Construction Cost TOTAL:					\$ 392,000

Impact Fee Project Cost Summary			
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

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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 Information:		Description: New	Project No. B-19
Name:	Technology Drive (2)	Construction of a 2 lane collector, underground drainage, and 5' sidewalks on both sides of the street.	
Limits:	Technology Drive (existing) to City Limits		
Impact Fee Class:	Local Connector Street		
Ultimate Class:	2U_(50)		
Length (lf):	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)	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	0	SY	\$ 63.33	\$ -
Paving Construction Cost Subtotal:					\$ 667,793
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
	Traffic Control	None Anticipated	0%	\$ -	
√	Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$ 26,712	
√	Roadway Drainage	Standard Internal System	30%	\$ 200,338	
√	Illumination		6%	\$ 40,068	
√	Water	Minor Adjustments	3%	\$ 20,034	
√	Sewer	Minor Adjustments	2%	\$ 13,356	
√	Landscaping and Irrigation		6%	\$ 40,068	
			Allowance Subtotal:	\$ 340,574	
Paving and Allowance Subtotal:					\$ 1,008,367
Construction Contingency: 10%					\$ 100,837
Mobilization: 11%					\$ 110,920
Prep ROW: 4%					\$ 40,335
Construction Cost TOTAL:					\$ 1,261,000

Impact Fee Project Cost Summary			
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

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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 Information:		Description: New	Project No. B-20
Name:	Walnut Street	Construction of a 2 lane collector, underground drainage, and 5' sidewalks on both sides of the street.	
Limits:	Martin Luther King Dr to SH 21		
Impact Fee Class:	Local Connector Street		
Ultimate Class:	2U_(50)		
Length (lf):	1,170		

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)	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 Subtotal:					\$ 321,530
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
	Traffic Control	None Anticipated	0%	\$ -	
√	Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$ 12,861	
√	Roadway Drainage	Standard Internal System	30%	\$ 96,459	
√	Illumination		6%	\$ 19,292	
√	Water	Minor Adjustments	3%	\$ 9,646	
√	Sewer	Minor Adjustments	2%	\$ 6,431	
√	Landscaping and Irrigation		6%	\$ 19,292	
			Allowance Subtotal:	\$ 163,980	
Paving and Allowance Subtotal:					\$ 485,510
			Construction Contingency:	10%	\$ 48,551
			Mobilization	11%	\$ 53,406
			Prep ROW	4%	\$ 19,420
Construction Cost TOTAL:					\$ 607,000

Impact Fee Project Cost Summary			
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

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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 Information:		Description: Widening	Project No. B-21
Name:	Jackson St (2)	Construction of a 4 lane arterial with a median with curb and gutter, underground drainage, and 6' sidewalks on both sides of the street.	
Limits:	SH 21 to South St		
Impact Fee Class:	Primary Multimodal Street B		
Ultimate Class:	4D_(80)		
Length (lf):	1,305		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost
103	Unclassified Street Excavation (3' depth)	7,250	CY	\$ 8.73	\$ 63,293
203	Earthwork/Topsoil (6" depth)	5,220	SY	\$ 1.83	\$ 9,553
303	6" Asphalt (Type 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
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
Paving Construction Cost Subtotal:					\$ 840,153
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
√ Traffic Control	Construction Phase Traffic Control	5%	\$	42,008	
√ Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$	33,606	
√ Roadway Drainage	Standard Internal System	30%	\$	252,046	
√ Illumination		6%	\$	50,409	
√ Water	Minor Adjustments	3%	\$	25,205	
√ Sewer	Minor Adjustments	2%	\$	16,803	
√ Landscaping and Irrigation		6%	\$	50,409	
Allowance Subtotal:					\$ 470,485
**Allowances based on % of Paving Construction Cost Subtotal					
Paving and Allowance Subtotal:					\$ 1,310,638
Construction Contingency:					10% \$ 131,064
Mobilization					11% \$ 144,170
Prep ROW					4% \$ 52,426
Construction Cost TOTAL:					\$ 1,639,000

Impact Fee Project Cost Summary

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

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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 Information:		Description: Widening	Project No. B-22
Name:	Lovers Ln	Construction of a 3 lane collector (2 lanes plus a center turn lane) with curb and gutter, underground drainage, and 6' sidewalks on both sides of the street.	
Limits:	City Limits to College St		
Impact Fee Class:	Primary Multimodal Street A		
Ultimate Class:	3U_(56)		
Length (lf):	1,525		

Roadway Construction Cost Projection					
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)	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	0	SY	\$ 71.37	\$ -
Paving Construction Cost Subtotal:					\$ 482,127
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
√ Traffic Control	Construction Phase Traffic Control	5%	\$	24,106	
√ Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$	19,285	
√ Roadway Drainage	Standard Internal System	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	
Allowance Subtotal:					\$ 269,991
**Allowances based on % of Paving Construction Cost Subtotal					
Paving and Allowance Subtotal:					\$ 752,118
Construction Contingency: 10%					\$ 75,212
Mobilization: 11%					\$ 82,733
Prep ROW: 4%					\$ 30,085
Construction Cost TOTAL:					\$ 941,000

Impact Fee Project Cost Summary			
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

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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 Information:		Description: Widening	Project No. B-23
Name:	Mauna Loa Ln (2)	Construction of a 2 lane collector, underground drainage, and 5' sidewalks on both sides of the street.	
Limits:	Briar Forest Dr to Tahitian Dr		
Impact Fee Class:	Local Connector Street		
Ultimate Class:	2U_(50)		
Length (lf):	1,195		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
104	Unclassified Street Excavation (2' depth)	3,187	CY	\$ 8.73	\$ 27,820
204	Earthwork/Topsoil (6" depth)	2,656	SY	\$ 1.83	\$ 4,860
304	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)	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 Cost Subtotal:					\$ 328,400
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
√ Traffic Control	Construction Phase Traffic Control	5%	\$	16,420	
√ Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$	13,136	
√ Roadway Drainage	Standard Internal System	30%	\$	98,520	
√ Illumination		6%	\$	19,704	
√ Water	Minor Adjustments	3%	\$	9,852	
√ Sewer	Minor Adjustments	2%	\$	6,568	
√ Landscaping and Irrigation		6%	\$	19,704	
**Allowances based on % of Paving Construction Cost Subtotal					Allowance Subtotal: \$ 183,904
Paving and Allowance Subtotal:					\$ 512,304
Construction Contingency:					10% \$ 51,230
Mobilization					11% \$ 56,353
Prep ROW					4% \$ 20,492
Construction Cost TOTAL:					\$ 641,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 641,000
Engineering/Survey/Testing:		16%	\$ 102,560
Inspection		3.5%	\$ 22,435
ROW/Easement Acquisition:		30%	\$ 192,300
Impact Fee Project Cost TOTAL			\$ 958,000

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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 Information:		Description: Widening	Project No. B-24
Name:	Mesquite St (3)	Construction of a 3 lane collector (2 lanes plus a center turn lane) with curb and gutter, underground drainage, and 6' sidewalks on both sides of the street.	
Limits:	Wilson St to SH 95		
Impact Fee Class:	Primary Multimodal Street A		
Ultimate Class:	3U_(56)		
Length (lf):	2,765		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation (2' depth)	8,602	CY	\$ 8.73	\$ 75,097
202	Earthwork/Topsoil (6" depth)	6,144	SY	\$ 1.83	\$ 11,244
302	3" Asphalt (Type C)	664	TON	\$ 140.87	\$ 93,481
402	Asphalt Prime Coat	6,636	GAL	\$ 6.00	\$ 39,816
502	Lime Treated Subgrade (12" depth)	12,903	SY	\$ 3.46	\$ 44,646
602	10" Flexible Base	12,903	SY	\$ 19.70	\$ 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 Allowances**:					
Item Description	Notes	Allowance	Item Cost		
√ Traffic Control	Construction Phase Traffic Control	5%	\$	43,708	
√ Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$	34,966	
√ Roadway Drainage	Standard Internal System	30%	\$	262,245	
√ Illumination		6%	\$	52,449	
√ Water	Minor Adjustments	3%	\$	26,225	
√ Sewer	Minor Adjustments	2%	\$	17,483	
√ Landscaping and Irrigation		6%	\$	52,449	
**Allowances based on % of Paving Construction Cost Subtotal					Allowance Subtotal: \$ 489,525
Paving and Allowance Subtotal:					\$ 1,363,676
Construction Contingency:					10% \$ 136,368
Mobilization					11% \$ 150,004
Prep ROW					4% \$ 54,547
Construction Cost TOTAL:					\$ 1,705,000

Impact Fee Project Cost Summary			
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 Cost TOTAL			\$ 2,549,000

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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 Information:		Description: Widening	Project No. B-25
Name:	SH 95 (1)	Construction of a 4 lane highway arterial with a median with curb and gutter, underground drainage, and 6' sidewalks on both sides of the street.	
Limits:	Mesquite St to 700' S of Mesquite St		
Impact Fee Class:	State Highway System		
Ultimate Class:	4D_(110)		
Length (lf):	695		

Roadway Construction Cost Projection						
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)	4,170	SY	\$ 3.46	\$ 14,428	
601	18" Flexible Base	4,170	SY	\$ 56.20	\$ 234,354	
701	6' Concrete Sidewalk (4" depth)	927	SY	\$ 62.92	\$ 58,306	
801	Machine Laid Curb & Gutter	2,780	LF	\$ 22.37	\$ 62,189	
901	Turn Lanes and Median Openings	142	SY	\$ 123.94	\$ 17,604	
Paving Construction Cost Subtotal:					\$ 476,720	
Major Construction Component Allowances**:						
Item Description	Notes	Allowance	Item Cost			
√ Traffic Control	Construction Phase Traffic Control	5%	\$	23,836		
√ Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$	19,069		
√ Roadway Drainage	Standard Internal System	30%	\$	143,016		
√ Illumination		6%	\$	28,603		
√ Water	Minor Adjustments	3%	\$	14,302		
√ Sewer	Minor Adjustments	2%	\$	9,534		
√ Landscaping and Irrigation		6%	\$	28,603		
**Allowances based on % of Paving Construction Cost Subtotal					Allowance Subtotal:	\$ 266,963
Paving and Allowance Subtotal:					\$ 743,684	
Construction Contingency:					10%	\$ 74,368
Mobilization					11%	\$ 81,805
Prep ROW					4%	\$ 29,747
Construction Cost TOTAL:					\$ 930,000	

Impact Fee Project Cost Summary			
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
Impact Fee Project Cost TOTAL (TxDOT 20%)			\$ 278,000

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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 Information:		Description: Widening	Project No. B-26
Name:	SH 95 (2)	Construction of a 4 lane highway arterial with a median with curb and gutter, underground drainage, and 6' sidewalks on both sides of the street.	
Limits:	700' S of Mesquite St to Hawthorne St		
Impact Fee Class:	State Highway System		
Ultimate Class:	4D_(110)		
Length (lf):	2,700		

Roadway Construction Cost Projection						
No.	Item Description	Quantity	Unit	Unit Price	Item Cost	
101	Unclassified Street Excavation (3' depth)	16,200	CY	\$ 8.73	\$ 141,426	
201	Earthwork/Topsoil (6" depth)	18,600	SY	\$ 1.83	\$ 34,038	
301	6" Asphalt (Type C)	864	TON	\$ 140.87	\$ 121,712	
401	Asphalt Prime Coat	8,640	GAL	\$ 6.00	\$ 51,840	
501	Lime Treated Subgrade (12" depth)	16,200	SY	\$ 3.46	\$ 56,052	
601	18" Flexible Base	16,200	SY	\$ 56.20	\$ 910,440	
701	6' Concrete Sidewalk (4" depth)	3,600	SY	\$ 62.92	\$ 226,512	
801	Machine Laid Curb & Gutter	10,800	LF	\$ 22.37	\$ 241,596	
901	Turn Lanes and Median Openings	552	SY	\$ 123.94	\$ 68,391	
Paving Construction Cost Subtotal:					\$ 1,852,007	
Major Construction Component Allowances**:						
Item Description	Notes	Allowance	Item Cost			
√ Traffic Control	Construction Phase Traffic Control	5%	\$	92,600		
√ Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$	74,080		
√ Roadway Drainage	Standard Internal System	30%	\$	555,602		
√ Illumination		6%	\$	111,120		
√ Water	Minor Adjustments	3%	\$	55,560		
√ Sewer	Minor Adjustments	2%	\$	37,040		
√ Landscaping and Irrigation		6%	\$	111,120		
**Allowances based on % of Paving Construction Cost Subtotal					Allowance Subtotal:	\$ 1,037,124
Paving and Allowance Subtotal:					\$ 2,889,131	
Construction Contingency:					10%	\$ 288,913
Mobilization					11%	\$ 317,804
Prep ROW					4%	\$ 115,565
Construction Cost TOTAL:					\$ 3,612,000	

Impact Fee Project Cost Summary			
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
Impact Fee Project Cost TOTAL (TxDOT 20%)			\$ 1,080,000

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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 Information:		Description: Widening	Project No. B-27
Name:	SH 95 (3)	Construction of a 4 lane highway arterial with a median with curb and gutter, underground drainage, and 6' sidewalks on both sides of the street.	
Limits:	Hawthorne St to Cedar St		
Impact Fee Class:	State Highway System		
Ultimate Class:	4D_(110)		
Length (lf):	1,560		

Roadway Construction Cost Projection					
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)	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 Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
√ Traffic Control	Construction Phase Traffic Control	5%	\$	53,502	
√ Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$	42,802	
√ Roadway Drainage	Standard Internal System	30%	\$	321,015	
√ Illumination		6%	\$	64,203	
√ Water	Minor Adjustments	3%	\$	32,101	
√ Sewer	Minor Adjustments	2%	\$	21,401	
√ Landscaping and Irrigation		6%	\$	64,203	
**Allowances based on % of Paving Construction Cost Subtotal					Allowance Subtotal: \$ 599,227
Paving and Allowance Subtotal:					\$ 1,669,276
Construction Contingency:					10% \$ 166,928
Mobilization					11% \$ 183,620
Prep ROW					4% \$ 66,771
Construction Cost TOTAL:					\$ 2,087,000

Impact Fee Project Cost Summary			
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
Impact Fee Project Cost TOTAL (TxDOT 20%)			\$ 624,000

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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 Information:		Description: Widening	Project No. B-28
Name:	SH 95 (4)	Construction of a 4 lane highway arterial with a median with curb and gutter, underground drainage, and 6' sidewalks on both sides of the street.	
Limits:	Cedar St to Spring St		
Impact Fee Class:	State Highway System		
Ultimate Class:	4D_(110)		
Length (lf):	1,885		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
101	Unclassified Street Excavation (3' depth)	11,310	CY	\$ 8.73	\$ 98,736
201	Earthwork/Topsoil (6" depth)	12,986	SY	\$ 1.83	\$ 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)	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
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
√ Traffic Control	Construction Phase Traffic Control	5%	\$	64,649	
√ Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$	51,719	
√ Roadway Drainage	Standard Internal System	30%	\$	387,893	
√ Illumination		6%	\$	77,579	
√ Water	Minor Adjustments	3%	\$	38,789	
√ Sewer	Minor Adjustments	2%	\$	25,860	
√ Landscaping and Irrigation		6%	\$	77,579	
**Allowances based on % of Paving Construction Cost Subtotal					Allowance Subtotal: \$ 724,066
Paving and Allowance Subtotal:					\$ 2,017,042
Construction Contingency:					10% \$ 201,704
Mobilization					11% \$ 221,875
Prep ROW					4% \$ 80,682
Construction Cost TOTAL:					\$ 2,522,000

Impact Fee Project Cost Summary			
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%)			\$ 754,000

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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 Information:		Description: Widening	Project No. B-29
Name:	SH 95 (5)	Construction of a 4 lane highway arterial with a median with curb and gutter, underground drainage, and 6' sidewalks on both sides of the street.	
Limits:	Farm St to Chestnut St/SH 21		
Impact Fee Class:	State Highway System		
Ultimate Class:	4D_(110)		
Length (lf):	870		

Roadway Construction Cost Projection						
No.	Item Description	Quantity	Unit	Unit Price	Item Cost	
101	Unclassified Street Excavation (3' depth)	5,220	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)	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 Traffic Control	5%	\$	29,838		
√ Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$	23,870		
√ Roadway Drainage	Standard Internal System	30%	\$	179,027		
√ Illumination		6%	\$	35,805		
√ Water	Minor Adjustments	3%	\$	17,903		
√ Sewer	Minor Adjustments	2%	\$	11,935		
√ Landscaping and Irrigation		6%	\$	35,805		
**Allowances based on % of Paving Construction Cost Subtotal					Allowance Subtotal:	\$ 334,184
Paving and Allowance Subtotal:					\$ 930,942	
Construction Contingency:					10%	\$ 93,094
Mobilization					11%	\$ 102,404
Prep ROW					4%	\$ 37,238
Construction Cost TOTAL:					\$ 1,164,000	

Impact Fee Project Cost Summary			
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 (TxDOT 20%)			\$ 348,000

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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 Information:		Description: Widening	Project No. B-30
Name:	South Street (3)	Construction of a 3 lane collector (2 lanes plus a center turn lane) with curb and gutter, underground drainage, and 6' sidewalks on both sides of the street.	
Limits:	650' W of Jackson St to 1,200' E of Jack		
Impact Fee Class:	Primary Multimodal Street A		
Ultimate Class:	3U_(56)		
Length (lf):	1,675		

Roadway Construction Cost Projection					
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)	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 Cost Subtotal:					\$ 529,549
Major Construction Component Allowances**:					
Item Description	Notes	Allowance	Item Cost		
√ Traffic Control	Construction Phase Traffic Control	5%	\$	26,477	
√ Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$	21,182	
√ Roadway Drainage	Standard Internal System	30%	\$	158,865	
√ Illumination		6%	\$	31,773	
√ Water	Minor Adjustments	3%	\$	15,886	
√ Sewer	Minor Adjustments	2%	\$	10,591	
√ Landscaping and Irrigation		6%	\$	31,773	
Allowance Subtotal:					\$ 296,548
**Allowances based on % of Paving Construction Cost Subtotal					
Paving and Allowance Subtotal:					\$ 826,097
Construction Contingency:					10% \$ 82,610
Mobilization					11% \$ 90,871
Prep ROW					4% \$ 33,044
Construction Cost TOTAL:					\$ 1,033,000

Impact Fee Project Cost Summary			
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 Cost TOTAL			\$ 1,544,000

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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 Information:		Description: Access Management	Project No. B-31
Name:	SH 21 (1)	Construction of a 4 lane highway arterial with a median with curb and gutter, underground drainage, and 6' sidewalks on both sides of the street.	
Limits:	Chestnut St to Walnut St		
Impact Fee Class:	State Highway System		
Ultimate Class:	4D_(110)		
Length (lf):	1,580		

Roadway Construction Cost Projection						
No.	Item Description	Quantity	Unit	Unit Price	Item Cost	
101	Unclassified Street Excavation (3' depth)	9,480	CY	\$ 8.73	\$ 82,760	
201	Earthwork/Topsoil (6" depth)	10,884	SY	\$ 1.83	\$ 19,919	
301	6" Asphalt (Type C)	506	TON	\$ 140.87	\$ 71,224	
401	Asphalt Prime Coat	5,056	GAL	\$ 6.00	\$ 30,336	
501	Lime Treated Subgrade (12" depth)	9,480	SY	\$ 3.46	\$ 32,801	
601	18" Flexible Base	9,480	SY	\$ 56.20	\$ 532,776	
701	6' Concrete Sidewalk (4" depth)	2,107	SY	\$ 62.92	\$ 132,551	
801	Machine Laid Curb & Gutter	6,320	LF	\$ 22.37	\$ 141,378	
901	Turn Lanes and Median Openings	323	SY	\$ 123.94	\$ 40,022	
Paving Construction Cost Subtotal:					\$ 1,083,767	
Major Construction Component Allowances**:						
Item Description	Notes	Allowance	Item Cost			
√ Traffic Control	Construction Phase Traffic Control	5%	\$	54,188		
√ Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$	43,351		
√ Roadway Drainage	Standard Internal System	30%	\$	325,130		
√ Illumination		6%	\$	65,026		
√ Water	Minor Adjustments	3%	\$	32,513		
√ Sewer	Minor Adjustments	2%	\$	21,675		
√ Landscaping and Irrigation		6%	\$	65,026		
**Allowances based on % of Paving Construction Cost Subtotal					Allowance Subtotal:	\$ 606,910
Paving and Allowance Subtotal:					\$ 1,690,677	
Construction Contingency:					10%	\$ 169,068
Mobilization					11%	\$ 185,974
Prep ROW					4%	\$ 67,627
Construction Cost TOTAL:					\$ 2,114,000	

Impact Fee Project Cost Summary			
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 (TxDOT 20%)			\$ 632,000

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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 Information:		Description: Access Management	Project No. B-32
Name:	SH 21 (2)	Construction of a 4 lane highway arterial with a median with curb and gutter, underground drainage, and 6' sidewalks on both sides of the street.	
Limits:	Walnut St to SH 21 WBFR		
Impact Fee Class:	State Highway System		
Ultimate Class:	4D_(110)		
Length (lf):	2,255		

Roadway Construction Cost Projection						
No.	Item Description	Quantity	Unit	Unit Price	Item Cost	
101	Unclassified Street Excavation (3' depth)	13,530	CY	\$ 8.73	\$ 118,117	
201	Earthwork/Topsoil (6" depth)	15,534	SY	\$ 1.83	\$ 28,428	
301	6" Asphalt (Type C)	722	TON	\$ 140.87	\$ 101,652	
401	Asphalt Prime Coat	7,216	GAL	\$ 6.00	\$ 43,296	
501	Lime Treated Subgrade (12" depth)	13,530	SY	\$ 3.46	\$ 46,814	
601	18" Flexible Base	13,530	SY	\$ 56.20	\$ 760,386	
701	6' Concrete Sidewalk (4" depth)	3,007	SY	\$ 62.92	\$ 189,179	
801	Machine Laid Curb & Gutter	9,020	LF	\$ 22.37	\$ 201,777	
901	Turn Lanes and Median Openings	461	SY	\$ 123.94	\$ 57,120	
Paving Construction Cost Subtotal:					\$ 1,546,769	
Major Construction Component Allowances**:						
Item Description	Notes	Allowance	Item Cost			
√ Traffic Control	Construction Phase Traffic Control	5%	\$	77,338		
√ Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$	61,871		
√ Roadway Drainage	Standard Internal System	30%	\$	464,031		
√ Illumination		6%	\$	92,806		
√ Water	Minor Adjustments	3%	\$	46,403		
√ Sewer	Minor Adjustments	2%	\$	30,935		
√ Landscaping and Irrigation		6%	\$	92,806		
**Allowances based on % of Paving Construction Cost Subtotal					Allowance Subtotal:	\$ 866,191
Paving and Allowance Subtotal:					\$ 2,412,960	
Construction Contingency:					10%	\$ 241,296
Mobilization					11%	\$ 265,426
Prep ROW					4%	\$ 96,518
Construction Cost TOTAL:					\$ 3,017,000	

Impact Fee Project Cost Summary			
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 TOTAL (TxDOT 20%)			\$ 902,000

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City of Bastrop
2023 Transportation Impact Fee Study
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Kimley-Horn and Associates, Inc.

updated: 6/20/2023

Project Information:		Description: Access Management	Project No. B-33
Name:	SH 95 (6)	Construction of a 4 lane highway arterial with a median with curb and gutter, underground drainage, and 6' sidewalks on both sides of the street.	
Limits:	SH 21 WBFR to SH 21 EBFR		
Impact Fee Class:	State Highway System		
Ultimate Class:	4D_(110)		
Length (lf):	580		

Roadway Construction Cost Projection

No.	Item Description	Quantity	Unit	Unit Price	Item Cost	
101	Unclassified Street Excavation (3' depth)	3,480	CY	\$ 8.73	\$ 30,380	
201	Earthwork/Topsoil (6" depth)	3,996	SY	\$ 1.83	\$ 7,312	
301	6" Asphalt (Type C)	186	TON	\$ 140.87	\$ 26,145	
401	Asphalt Prime Coat	1,856	GAL	\$ 6.00	\$ 11,136	
501	Lime Treated Subgrade (12" depth)	3,480	SY	\$ 3.46	\$ 12,041	
601	18" Flexible Base	3,480	SY	\$ 56.20	\$ 195,576	
701	6' Concrete Sidewalk (4" depth)	773	SY	\$ 62.92	\$ 48,658	
801	Machine Laid Curb & Gutter	2,320	LF	\$ 22.37	\$ 51,898	
901	Turn Lanes and Median Openings	119	SY	\$ 123.94	\$ 14,691	
Paving Construction Cost Subtotal:					\$ 397,839	
Major Construction Component Allowances**:						
Item Description	Notes	Allowance	Item Cost			
√ Traffic Control	Construction Phase Traffic Control	5%	\$	19,892		
√ Pavement Markings/Signs/Posts	Includes Striping/Signs for Bicycle Facilities	4%	\$	15,914		
√ Roadway Drainage	Standard Internal System	30%	\$	119,352		
√ Illumination		6%	\$	23,870		
√ Water	Minor Adjustments	3%	\$	11,935		
√ Sewer	Minor Adjustments	2%	\$	7,957		
√ Landscaping and Irrigation		6%	\$	23,870		
**Allowances based on % of Paving Construction Cost Subtotal					Allowance Subtotal:	\$ 222,790
Paving and Allowance Subtotal:					\$ 620,628	
Construction Contingency:					10%	\$ 62,063
Mobilization					11%	\$ 68,269
Prep ROW					4%	\$ 24,825
Construction Cost TOTAL:					\$ 776,000	

Impact Fee Project Cost Summary

Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 776,000
Engineering/Survey/Testing:		16%	\$ 124,160
Inspection		3.5%	\$ 27,160
ROW/Easement Acquisition:		30%	\$ 232,800
Impact Fee Project Cost TOTAL (TxDOT 20%)			\$ 232,000

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D. SUMMARY OF TRANSPORTATION IMPACT FEE CREDIT DETERMINATION

Bond Debt - SA A

Sources
 Par Amount
 +Premium / - Discount
 Equity contribution

Total Sources

Uses
 Project desposit \$ 59,364,502.00
 Cost of Issuance (1%)
 Contingency

Total Uses

	Year	Principal	Coupon	Interest	Debt 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
									1.403625

Bond Debt - SA B

Sources
 Par Amount
 +Premium / - Discount
 Equity contribution

Total Sources

Uses
 Project desposit \$ 33,282,620.47
 Cost of Issuance (1%)
 Contingency

Total Uses

	Year	Principal	Coupon	Interest	Debt 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-Year		\$	13,433,697.69 \$ 46,716,318.15 1,403625

E. TRANSPORTATION IMPACT FEE CREDIT DETERMINATION SUPPORTING EXHIBITS

AD VALOREM TAXES SUMMARY 10-YEAR GROWTH PROJECTIONS	A	B
Residential (single family dwelling units)	1,078	1,780
Residential (multifamily 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

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

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	
7			1			108		108	108	108	
8							108	108	108	108	
9								108	108	108	
TOTAL PRO	108	216	325	432	540	648	756	864	972	1078	
	242,000										
	0.09859										
	\$ 25,768.01	\$ 51,536.01	\$ 77,542.61	\$ 103,072.02	\$ 128,840.03	\$ 154,608.03	\$ 180,376.04	\$ 206,144.04	\$ 231,912.05	\$ 257,202.87	\$ 1,417,001.69

	Service Area B - Ad Valorem										
	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	356	534	712	890	1068	1246	1424	1602	1780	
	242,000										
	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 PROPERTY VALUE BASED ON AD VALOREM TAX DATA					347	347	347	347	347	347	
7						347		347	347	347	
8							347	347	347	347	
9								347	347	347	
TOTAL PRO	347	694	1041	1388	1735	2082	2429	2776	3123	3470	
	135,000										
	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

	Service Area B - Ad Valorem										
	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	316	474	632	790	948	1106	1264	1422	1575	
	135,000										
	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

INDUSTRIAL AD VALOREM TAXES SUMMARY

	0	1	2	3	4	5	6	7	8	9
1	0									
2	0	0	0	0	0	0	0	0	0	0
3		0	0	0	0	0	0	0	0	0
4			0	0	0	0	0	0	0	0
5				0	0	0	0	0	0	0
AVERAGE PROPERTY VALUE BASED ON AD VALOREM TAX DATA					0	0	0	0	0	0
7						0		0	0	0
8							0	0	0	0
9								0	0	0
TOTAL PRC	0	0	0	0	0	0	0	0	0	0
					60					0.09859
\$	-	\$	-	\$	-	\$	-	\$	-	\$

	0	1	2	3	4	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
5				217,000	217,000	217,000	217,000	217,000	217,000	217,000
6					217,000	217,000	217,000	217,000	217,000	217,000
7						217,000	217,000	217,000	217,000	217,000
8							217,000	217,000	217,000	217,000
9								217,000	217,000	217,000
	217,000.00	434,000.00	651,000.00	868,000.00	1,085,000.00	1,302,000.00	1,519,000.00	1,736,000.00	1,953,000.00	2,170,000.00
					60					0.09859
\$	12,836.68	\$ 25,673.36	\$ 38,510.04	\$ 51,346.71	\$ 64,183.39	\$ 77,020.07	\$ 89,856.75	\$ 102,693.43	\$ 115,530.11	\$ 128,366.78
										\$ 706,017.31

SERVICE AD VALOREM TAXES SUMMARY

	Service Area A - Ad Valorem									
	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 PROPERTY VALUE BASED ON AD VALOREM TAX DATA					49100	49100	49100	49100	49100	49100
7						49100		49100	49100	49100
8							49100	49100	49100	49100
9								49100	49100	49100
TOTAL PRC	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
	110									
\$	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
	0.09859									
	\$ 292,872.47									

	Service Area B - Ad Valorem									
	0	1	2	3	4	5	6	7	8	9
1										
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	65,100.00	86,800.00	108,500.00	130,200.00	151,900.00	173,600.00	195,300.00	217,000.00
	110									
\$	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
	0.09859									
	\$ 129,436.51									

RETAIL AD VALOREM TAXES SUMMARY

	Service Area A - Ad Valorem										
	0	1	2	3	4	5	6	7	8	9	
1											
2	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 PROPERTY 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	
TOTAL PRC	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	
										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 Valorem										
	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	
5				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	
7						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	
9								94,900.00	94,900.00	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	
										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



STAFF REPORT

MEETING DATE: December 12, 2023

TITLE:

Consider action to approve Resolution No. R-2023-172 of the City Council of the City of Bastrop, Texas approving the 2024 Council Meeting Schedule, attached as Exhibit A; and providing an effective date.

STAFF REPRESENTATIVE:

Ann Franklin, City Secretary

BACKGROUND/HISTORY:

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

RECOMMENDATIONS:

Ann Franklin, City Secretary recommends approval of Resolution No. R-2023-172 of the City Council of the City of Bastrop, Texas approving the 2024 Council Meeting Schedule, attached as Exhibit A; and providing an effective date.

ATTACHMENTS:

- Resolution
- Exhibit A - 2024 Council Meeting Schedule

RESOLUTION NO. R-2023-172

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING THE 2024 COUNCIL MEETING SCHEDULE, ATTACHED AS EXHIBIT A; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

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

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

Section 1: The City Secretary is hereby directed to post the list of dates of the City of Bastrop Council Meetings to be held during the year 2024, as attached in Exhibit A.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 12th Day of December 2023.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

COUNCIL REGULAR MEETINGS - 2024

MEETING	MEETING DATE	TIME	LOCATION	AGENDA ITEM DEADLINE 5:00PM
Regular Council Meeting	January 9	6:30 PM	Council Chambers 1311 Chestnut	December 22
Regular Council Meeting	January 23	6:30 PM	Council Chambers 1311 Chestnut	January 8
Regular Council Meeting	February 13	6:30 PM	Council Chambers 1311 Chestnut	January 29
Regular Council Meeting	February 27	6:30 PM	Council Chambers 1311 Chestnut	February 12
Regular Council Meeting	March 12	6:30 PM	Council Chambers 1311 Chestnut	February 26
Regular Council Meeting	March 26	6:30 PM	Council Chambers 1311 Chestnut	March 11
Regular Council Meeting	April 9	6:30 PM	Council Chambers 1311 Chestnut	March 25
Regular Council Meeting	April 23	6:30 PM	Council Chambers 1311 Chestnut	April 8
Regular Council Meeting	May 14	6:30 PM	Council Chambers 1311 Chestnut	April 29
Regular Council Meeting	May 28	6:30 PM	Council Chambers 1311 Chestnut	May 13
Regular Council Meeting	June 11	6:30 PM	Council Chambers 1311 Chestnut	May 24 (May 27 th is Memorial Day)
Regular Council Meeting	June 25	6:30 PM	Council Chambers 1311 Chestnut	June 10
Regular Council Meeting	July 9	6:30 PM	Council Chambers 1311 Chestnut	June 24
Regular Council Meeting	July 23	6:30 PM	Council Chambers 1311 Chestnut	July 8
Regular Council Meeting	August 13	6:30 PM	Council Chambers 1311 Chestnut	July 29
Regular Council Meeting	August 27	6:30 PM	Council Chambers 1311 Chestnut	August 12
Regular Council Meeting	September 10	6:30 PM	Council Chambers 1311 Chestnut	August 26
Regular Council Meeting	September 17** This takes the place of September 24th	6:30 PM	Council Chambers 1311 Chestnut	August 30 (September 2 nd is Labor Day)
Regular Council Meeting	October 8**	6:30 PM	Council Chambers 1311 Chestnut	September 23
Regular Council Meeting	October 22	6:30 PM	Council Chambers 1311 Chestnut	October 7
Regular Council Meeting	November 12	6:30 PM	Council Chambers 1311 Chestnut	October 28
MEETING CANCELED DUE TO THANKSGIVING HOLIDAY	November 26**			
Regular Council Meeting	December 10	6:30 PM	Council Chambers 1311 Chestnut	November 25
MEETING CANCELED DUE TO CHRISTMAS HOLIDAY	December 24**			

**September 17 – Tax rate second reading must be within 7 days of first reading.

**November 26th - Thanksgiving Week

**December 24th -December 24th (Christmas Eve) Christmas Holiday Observed

**TML Annual Conference and Exhibit begins October 9th, Council must travel on date of regular meeting of October 8th.



STAFF REPORT

MEETING DATE: December 12, 2023

TITLE:

Consider action to approve Resolution No. R-2023-175 of the City Council of the City of Bastrop, Texas confirming appointment by the Mayor of Mary Moody, to Place 5 of the Diversity, Equity, and Inclusion Board, as required in Section 3.08 of the City's Charter, and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Ann Franklin, City Secretary

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--175 of the City Council of the City of Bastrop, Texas confirming appointment by the Mayor of Mary Moody, to Place 5 of the Diversity, Equity, and Inclusion Board, as required in Section 3.08 of the City's Charter, and establishing an effective date.

ATTACHMENTS :

- Resolution

RESOLUTION NO. R-2023-175

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, CONFIRMING APPOINTMENT BY THE MAYOR OF MARY MOODY TO PLACE 5 OF THE DIVERSITY, EQUITY, AND INCLUSION BOARD, AS REQUIRED IN SECTION 3.08 OF THE CITY'S CHARTER; 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 appointed Mary Moody to Place 5 of the Diversity, Equity, and Inclusion Board; 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 has appointed Mary Moody to Place 5 of the Diversity, Equity, and Inclusion Board; and

Section 2: That the City Council of the City of Bastrop confirms Mayor Nelson's appointment of Mary Moody to Place 5 of the Diversity, Equity, and Inclusion Board.

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 December 2023.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



STAFF REPORT

MEETING DATE: December 12, 2023

TITLE:

Consider action to approve Resolution No. R-2023-174 of the City Council of the City of Bastrop, Texas confirming appointment by the Mayor of Shawn Pletsch, to Place 8 of the Main Street Program Advisory Board, as required in Section 3.08 of the City's Charter, and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Ann Franklin, City Secretary

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-2023-174 of the City Council of the City of Bastrop, Texas confirming appointment by the Mayor of Shawn Pletsch, to Place 8 of the Main Street Program Advisory Board, as required in Section 3.08 of the City's Charter, and establishing an effective date.

ATTACHMENTS :

- Resolution

RESOLUTION NO. R-2023-174

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, CONFIRMING APPOINTMENT BY THE MAYOR OF SHAWN PLETSCH TO PLACE 8 OF THE MAIN STREET PROGRAM ADVISORY BOARD, AS REQUIRED IN SECTION 3.08 OF THE CITY’S CHARTER; 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 appointed Shawn Pletsch to Place 8 of the Main Street Program Advisory Board; 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 has appointed Shawn Pletsch to Place 8 of the Main Street Program Advisory Board; and

Section 2: That the City Council of the City of Bastrop confirms Mayor Nelson’s appointment of Shawn Pletsch to Place 8 of the Main Street Program Advisory Board.

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 December 2023.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



STAFF REPORT

MEETING DATE: December 12, 2023

TITLE:

Consider action to approve Resolution No. R-2023-173 of the City Council of the City of Bastrop, Texas, approving a professional engineering services contract with Kimley-Horn and Associates, Inc. to the Agnes Street Widening project to a not to exceed amount of One Hundred Forty-Four Thousand Seven Hundred Dollars (\$144,700); authorizing the City Manager to execute all necessary documents, providing for a repealing clause, and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Fabiola de Carvalho, CFM, AMP MIAM, Executive Director of Engineering and Construction Management

BACKGROUND/HISTORY:

Texas Highway 71, through Bastrop, is a designated major hurricane evacuation route as well as an evacuation route for other flood-related events throughout central Texas. During these times when traffic is heavy or stopped along the route through Bastrop, Highway 71 is impassable, and first responders have difficulty providing service south of the highway and west of the river due to no alternate east-west connector roads other than Highway 71. The extension of Agnes Street will reduce the response time of first responders to these rapidly developing areas on the southwest side of the City by providing an alternate route.

The City submitted an application through the Texas General Land Office (GLO) for the Community Development Block Grant Mitigation funds (CDBG-MIT) and was approved in May 2021 for the amount of four million two hundred and forty thousand, three hundred twenty-nine dollars and twenty cents (\$4,240,329.20). Approximately three hundred and twenty-nine thousand dollars (\$329,000) is to cover engineering costs. Any additional costs with engineering will have to be funded by a different source. In addition, the grant does not cover water and wastewater utilities, which will have to be designed and built at the same time.

The City Council authorized the approval of two professional services contract with Kimley-Horn in a total combined amount of four hundred fifty-nine thousand four hundred dollars (\$459,400) to extend Agnes Street east of the existing Agnes Street. These two contracts include the design of portions of the work covered by the GLO, and also portions of the work not covered by GLO.

The contract subject of this Staff Report includes the design to widen the existing Agnes St from a 2-lane section to a 4-lane section, which will match the design of the Agnes St planned to be extended to the east of the existing. By widening existing Agnes Street to match the design of the extension of Agnes to the east, will facilitate a better design and avoid traffic flow merging from a 4-lane section to a 2-lane section. In addition, it will reduce the construction costs by bidding and constructing all portions together. This work will not be covered by GLO, but will be designed and constructed together with the current design to extend Agnes St.

The City selected Kimley-Horn as part of the Request for Qualifications (RFQ) process completed in July 2018, Resolution NO. R-2018-54

FISCAL IMPACT:

FY24 Annual Budget

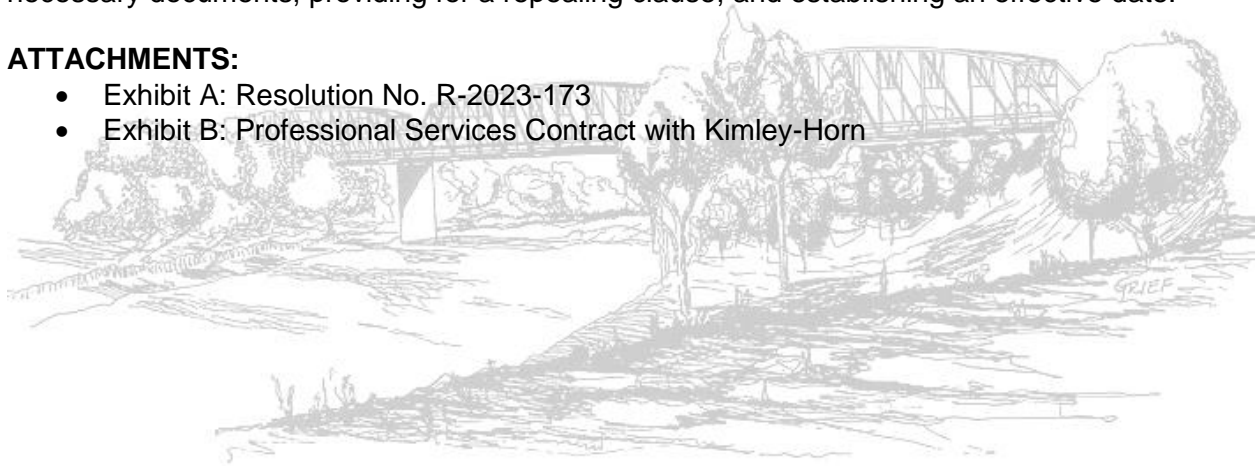
- Bastrop Economic Development Corporation (BEDC): per Resolution NO. R-2023-0012, EDC will fund \$123,000.
- General Fund CIP (Streets): \$21,700.

RECOMMENDATION:

Consider action to approve Resolution No. R-2023-173 of the City Council of the City of Bastrop, Texas, approving a professional engineering services contract with Kimley-Horn and Associates, Inc. to the Agnes Street Widening project to a not to exceed amount of One Hundred Forty-Four Thousand Seven Hundred Dollars (\$144,700); authorizing the City Manager to execute all necessary documents, providing for a repealing clause, and establishing an effective date.

ATTACHMENTS:

- Exhibit A: Resolution No. R-2023-173
- Exhibit B: Professional Services Contract with Kimley-Horn



RESOLUTION NO. R-2023-173

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING A PROFESSIONAL SERVICES CONTRACT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR THE AGNES STREET WIDENING PROJECT TO A NOT TO EXCEED AMOUNT OF ONE HUNDRED FORTY-FOUR THOUSAND SEVEN HUNDRED DOLLARS (\$144,700); AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, the City of Bastrop understands that Texas Highway 71 through Bastrop is a designated major hurricane evacuation route for other flood related events throughout central Texas; and

WHEREAS, the City of Bastrop understands that the extension of Agnes Street will provide an alternate route that will reduce the response time of first responders to developing areas on the southwest side of the City; and

WHEREAS, the City of Bastrop understands that by widening the existing Agnes Street to match the design of the Agnes Street Extension project to the east, will provide a better design and traffic flow and avoid the need to merge traffic from a 4-lane section to a 2-lane section; and

WHEREAS, the City of Bastrop selected Kimley-Horn from a list of qualified engineers as part of the Request for Qualification process completed on July 2018 by Resolution R-2018-54; and

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

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

Section 1. That the City Manager is hereby authorized to execute a Professional Services Contract, to a not to exceed amount of One Hundred Forty-Four Thousand Seven Hundred Dollars (\$144,7000)

Section 2. This resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop, Texas this 12th day of December 2023.

APPROVED:

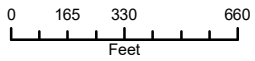
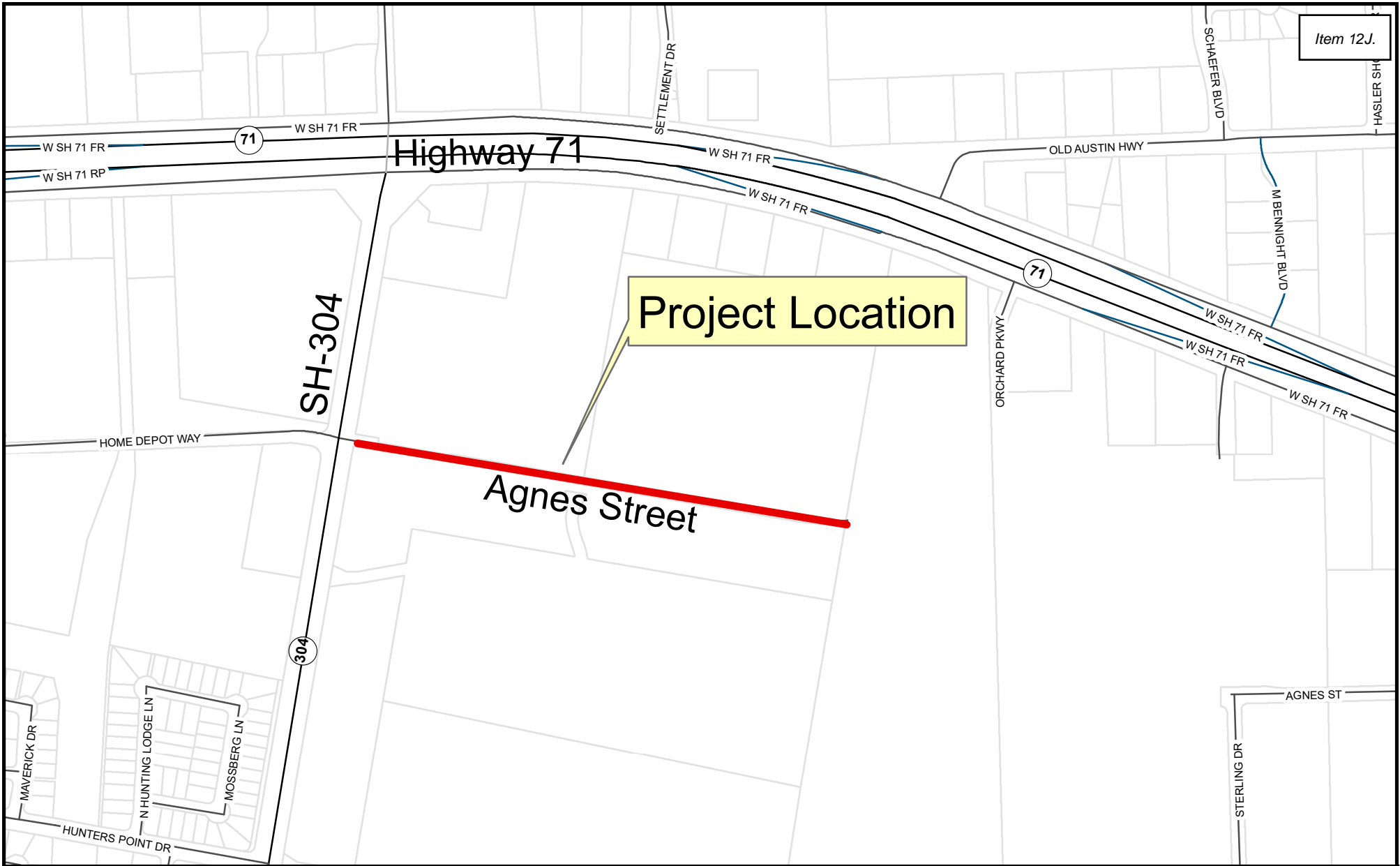
Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



**AGNES STREET WIDENING PROJECT
PROJECT LOCATION
CITY OF BASTROP, TX**

Date: 11/27/2023

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



**CITY OF BASTROP
STANDARD CONTRACT FOR GENERAL SERVICES**

Over \$50K
(8-16-2021)

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

I. General Information and Terms.

Engineer’s/Contractor’s Name and Address: Kimley-Horn and Associates, Inc.
225 E. John W. Carpenter Fwy, Suite 1100
Irving, Texas 75062
Attn: Ryan Delmotte, P.E.

General Description of Services: Approximately 2,000 linear feet of the two ultimate eastbound lanes of Agnes Street from SH 304 to the east. Cross-slope will be inverted to match the existing ultimate westbound lanes. Sidewalk along the south side of Agnes Street within the project limits. If needed, an enhanced north-south pedestrian crossing (such as signing and a pedestrian hybrid beacon) just east of the Seton Hospital drive. Drive connection and median opening for Bullhead Road. Pavement marking and signing improvements, including adjustments to Home Depot Way markings and signing immediately west of the SH 304 intersection. Paving and signal improvements at the SH304 intersection are not included as part of this Agreement. Right-of-way and/or easement instruments of conveyance on an as-needed basis.

Maximum Contract Amount: \$144,700.00

Effective Date: On the latest of the dates signed by both parties.

Termination Date: See II.D.

Contract Parts: This Contract consists of the following parts:

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

II. Standard Contractual Provisions.

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

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

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

D. Termination Provisions.

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

- (a) On the termination date, if any, specified in the General Information in Part I, but the obligation of a party to complete a contract requirement pending on the date of termination survives termination; or
- (b) If there is no termination date specified in the General Information in Part I, the Contract terminates when both parties have completed all their respective obligations under the Contract.

(2) The City Manager may terminate this Contract during its term at any time for any

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

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

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

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

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

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

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

J. Entire Contract. This Contract represents the entire Contract between the City and the

Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

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

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

M. INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM AND AGAINST CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY, INCLUDING REIMBURSEMENT OF REASONABLE ATTORNEY'S FEES AND COST IN PROPORTION OF CONTRACTOR'S LIABILITY, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY TO THE EXTENT CAUSED BY THE NEGLIGENT ACT, ERROR, OR WILLFUL MISCONDUCT OF THE CONTRACTOR, ITS AGENTS, REPRESENTATIVES, EMPLOYEES, OR ANYONE WHOM THE CONTRACTOR IS LEGALLY LIABLE FOR UNDER THIS CONTRACT.

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

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

O. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful,

the remainder of the Contract continues to be binding on the parties.

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

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

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

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

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

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

- (a) A list of each interested party for the contract of which the contractor business entity is aware, an interested party being a person who has a controlling interest in the business entity or who actively participates in facilitating or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity; and
- (b) The signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

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

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

- (1) are between the City and a company with ten (10) or more full-time employees; and
- (2) have a value of \$100,000.00 or more that is to be paid wholly or partly from public funds of the City.

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

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

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

III. Additional Terms or Conditions.

Insurance

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

or any other member of City Group.

A. Audit

Contractor shall, and shall ensure that its affiliates, subsidiaries, contractors, subcontractors, consultants, agents, and any other person associated with Contractor including those in Contractor Group, keep full and accurate books and records with respect to all Work performed, and all payments and expenditures in connection with this Agreement. The records to be maintained and retained by Contractor Group shall include, without limitation, (a) payroll records accounting for total time distribution of Contractor's employees working full or part time on the Project, as well as canceled payroll checks or signed receipts for payroll payments in cash; (b) invoices for purchases, receiving and issuing documents, and all other unit inventory records for Contractor's stores, stock, or capital items; (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other Third Parties' charges, including, but not limited to, Equipment rental; (d) travel and entertainment documentation, including, but not limited to, employee expense reports and Contractor facility usage reports; and (e) all field tickets or similar documentation evidencing the Work. The City shall have the right at all reasonable times, for a period of five (5) years from the completion of the Work, to audit and inspect such books and records (excluding trade secrets, formulas, confidential data, proprietary information, or processes).

B. Reports of Incidents

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

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

- EXHIBIT A-1 Certificate of Interested Parties (1295 Form)
- EXHIBIT A-2 Scope of Services
- EXHIBIT A-3 Payment Schedule
- EXHIBIT A-4 House Bill 89 Verification
- EXHIBIT B-1 Requirements for General Services Contract

V. Signatures.

KIMLEY-HORN AND ASSOCIATES, INC.

CITY OF BASTROP

By: 

By: _____

Printed Name: DOUGLAS ARNOLD

Printed Name: _____

Title: CONTACT SPECIALIST

Title: _____

Date: 11/27/2023

Date: _____

EXHIBIT A-1

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

(See Attached)

CERTIFICATE OF INTERESTED PARTIES

FORM 1

Item 12J.

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2023-1097418

Date Filed:
11/27/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Kimley-Horn and Associates, Inc.
Dallas, TX United States

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

City of Bastrop

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

112723
Agnes Street West Buildout

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Cook, Richard N	Dallas, TX United States	X	
	Flanagan, Tammy	Dallas, TX United States	X	
	Lefton, Steve	Dallas, TX United States	X	
	McEntee, David L	Dallas, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is SARAH MEZA, and my date of birth is 05/14/1981.

My address is 13455 NOEL ROAD, SUITE 700, DALLAS, TX, 75240, US.
(street) (city) (state) (zip code) (country)

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

Executed in DALLAS County, State of TEXAS, on the 27TH day of NOVEMBER, 2023.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

EXHIBIT A-2

Scope of Services **dated November 1, 2023**

(See Attached)



Exhibit A-2

Agnes Street Widening Project – SH 304 to 2,000 LF East Scope of Services

PROJECT UNDERSTANDING

1. Based on discussions with the CITY, we understand the CITY is requesting the ENGINEER to provide construction documents for the following improvements:
 - 1.1. Approximately 2,000 linear feet of the two ultimate eastbound lanes of Agnes Street from SH 304 to the east. Cross-slope will be inverted to match the existing ultimate westbound lanes.
 - 1.2. Sidewalk along the south side of Agnes Street within the project limits.
 - 1.3. If needed, an enhanced north-south pedestrian crossing (such as signing and a pedestrian hybrid beacon) just east of the Seton Hospital drive.
 - 1.4. Drive connection and median opening for Bullhead Road.
 - 1.5. Pavement marking and signing improvements, including adjustments to Home Depot Way markings and signing immediately west of the SH 304 intersection. Paving and signal improvements at the SH304 intersection are not included as part of this Agreement.
 - 1.6. Right-of-way and/or easement instruments of conveyance on an as-needed basis.
2. Design will be incorporated as part of the Agnes Street Extension project currently being developed under a separate agreement.

SCOPE OF SERVICES

Task 1. Preliminary Design (60%) Construction Plans

1. The ENGINEER will perform activities associated with project management duties such as preparing for, attending and leading as-needed internal project status meetings, coordinating internal production activities, coordinating with the CITY, and preparing and updating the project schedule.
2. The ENGINEER will develop a preliminary design for Agnes Street. The design will be incorporated into the following plan set elements, as applicable, being prepared under the Agnes Street Extension Agreement:
 - 2.1. Cover Sheet
 - 2.2. Sheet Index
 - 2.3. Drainage Area Map
 - 2.4. Typical Paving Sections
 - 2.5. Summary of Quantities

- 2.6. Summary of Drainage Structures
- 2.7. Project Layout
- 2.8. Agnes Street Roadway Plan-Profile
- 2.9. Drainage Structures
- 2.10. Ditch Plan-Profile
- 2.11. Ditch Cross-Sections
- 2.12. Agnes Street Cross Sections
- 2.13. Stormwater Pollution Prevention Plan
- 2.14. Temporary Traffic Control Plans
- 2.15. Utility Adjustments
- 2.16. Signing and Pavement Marking Plans
- 2.17. Lighting Plans
- 2.18. Landscape Plans
- 2.19. Illumination Plan
3. Submittal will be prepared per the Agnes Street Extension Agreement.

Task 2. Pre-Final Design (90%) Construction Plans

1. The ENGINEER will perform activities associated with project management duties such as preparing for, attending and leading as-needed internal project status meetings, coordinating internal production activities, coordinating with the CITY, and preparing and updating the project schedule.
2. The ENGINEER will develop a 90% design for Agnes Street. The design will be incorporated into the following plan set elements, as applicable, being prepared under the Agnes Street Extension Agreement:
 - 2.1. Cover Sheet
 - 2.2. Sheet Index
 - 2.3. Drainage Area Map
 - 2.4. Typical Paving Sections
 - 2.5. Summary of Quantities
 - 2.6. Summary of Drainage Structures
 - 2.7. Project Layout
 - 2.8. Agnes Street Roadway Plan-Profile
 - 2.9. Drainage Structures
 - 2.10. Ditch Plan-Profile
 - 2.11. Ditch Cross-Sections
 - 2.12. Agnes Street Cross Sections
 - 2.13. Stormwater Pollution Prevention Plan
 - 2.14. Temporary Traffic Control Plans
 - 2.15. Utility Adjustments
 - 2.16. Signing and Pavement Marking Plans
 - 2.17. Lighting Plans

- 2.18. Landscape Plans
- 2.19. Illumination Plan
- 3. Submittal will be prepared per the Agnes Street Extension Agreement.

Task 3. Final Design Construction Plans

- 1. The ENGINEER will revise plans/documents based on 90% comments from the CITY and develop a Final review submittal per the requirements of the Agnes Street Extension Agreement.

Task 4. Topographic and Boundary Survey

- 1. The ENGINEER, through a subconsultant, will perform boundary and topographic survey for the project as follows:
 - 1.1. Survey limits will be per Figure 1 below.

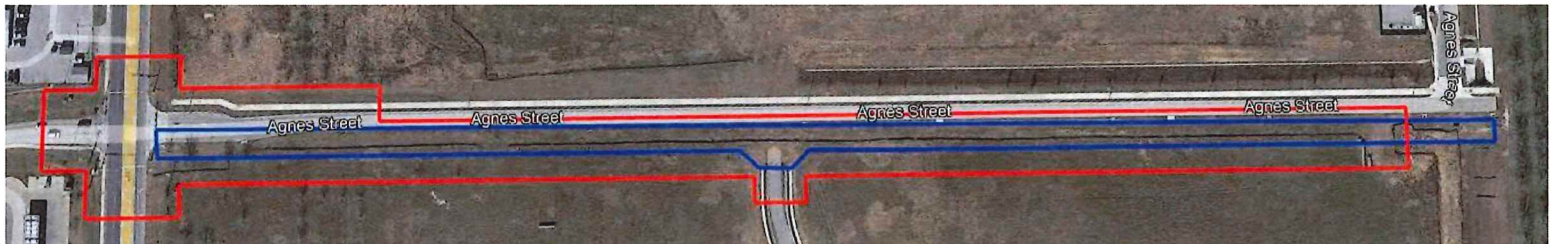


Figure 1. Survey Limits (Blue), Roadway Limits (Red)

- 1.2. Create Working Sketch / AutoCAD Base Map and Create a Texas811 Ticket
 - 1.2.1. Abstract the Texas Department of Transportation Right-of-way map for SH 304 and the subject tract plat for the Agnes Street Right-of-way, and the deeds for the adjoining tracts throughout the project corridor.
 - 1.2.2. Request from CITY any existing working sketches to create a base map drawing.
 - 1.2.3. Will conduct a Texas811 Call and "White line" the project limits.
- 1.3. Field Survey – Set Horizontal / Vertical Project Control and Locate Boundary
 - 1.3.1. Establish two (2) primary control points for the project and three (3) secondary control points. The survey crew(s) will set control point pairs 500-feet apart and ensure the points are intervisible. The control point pairs will be set throughout the project corridor estimated 2,300 linear foot corridor.
 - 1.3.2. The horizontal values will be established via RTK GPS methodology and tied to any existing Kimley- Horn control. The horizontal values will be based on the North American Datum of 1983 (NAD83) Texas Central Zone.
 - 1.3.3. The vertical values will be established via NOAA OPUS on the primary control and a differential level loop will be run through all the secondary control. The vertical values will be based on the North American Vertical Datum of 1988 (NAVD88) Geoid 18.
 - 1.3.4. The rights-of-way monuments of SH 304 and Agnes Street will be recovered and said rights-of-way lines will be delineated.

- 1.3.5. A Texas Registered Professional Land Surveyor will resolve all the boundaries on the working sketch to set the base for preparation of the easement and right-of-way take parcels.
- 1.4. Design Topographic Survey of Approximately 5.91 Acres
 - 1.4.1. The topographic survey will be utilized by the ENGINEER for design of the improvements.
 - 1.4.2. Collect spot elevations at a 50-foot interval (25-foot interval at break lines) approx. 5.91 acres.
 - 1.4.3. Locate all physical improvements, building structures, visible utilities, drainage structures, ponds, (perimeter), breaks, swales, edge of pavement, and fence lines, etc.
 - 1.4.4. Trees that are 6" and larger
 - 1.4.5. Topographic survey to include applicable data to produce 5-foot major with 1-foot minor contour intervals and TIN (triangulated irregular network).

Task 5. Easement Instruments of Conveyance

1. This task is to be utilized on an as-needed basis, at the direction of the CITY.
2. ENGINEER, through a subconsultant, will prepare metes and bounds descriptions and sketches for up to three (3) easement instruments (narrative and graphic exhibits of easements required)
3. Individual parcel exhibits shall be on 8 ½" x 11" paper, shall be sealed, dated, and signed by a Registered Professional Land Surveyor and shall contain the following:
 - 3.1. Parcel number
 - 3.2. Area required
 - 3.3. Area remaining
 - 3.4. Legal description
 - 3.5. Current owner
 - 3.6. Any existing platted easement or easements filed by separate instrument including easements provided by utility companies.
 - 3.7. Metes and bounds description of parcel to be acquired. The description shall be provided on a separate sheet from the exhibit. Each type of easement shall be described separately.
4. Exhibits will be submitted in PDF and signed and sealed by a licensed Texas surveyor.
5. .DWG formats will also be provided.

FEE AND BILLING

The ENGINEER will perform the services identified in the Scope of Services on a Reimbursable/Hourly (Not-to-Exceed) basis in accordance with the below tasks.

Reimbursable/Hourly (Not-to-Exceed)	Task Fee:
Task 1 – Preliminary Design (60%) Construction Plans	\$62,800
Task 2 – Pre-Final Design (90%) Construction Plans	\$32,100
Task 3 – Final Design Construction Plans	\$22,700
Task 4 – Topographic and Boundary Survey	\$20,100
Task 5 – Easement Instruments of Conveyance	\$7,000
Total Reimbursable/Hourly (Not-to-Exceed)	\$144,700

The ENGINEER will provide the services on a labor fee plus expense basis. For the CITY's budgeting purposes, we recommend allocating \$144,700 for these tasks (not-to-exceed). Direct reimbursable expenses (subconsultant fees, out-of-house printing, courier services, etc.) will be billed at a rate of 1.05 times cost. Labor fee will be billed on an hourly basis based on then hourly rates. A percentage of labor fee (6%) will be added to each invoice and is included in the not-to-exceed budgets, to cover certain other expenses such as telecommunications, printing, in-house reproduction, postage, computer expenses, supplies, and local mileage. Administrative time related to the project will be billed hourly.

EXHIBIT A-3

Payment Schedule

Kimley-Horn and Associates, Inc.

Standard Rate Schedule

(Hourly Rate)

<u>Classification</u>	<u>Rate</u>
Analyst	\$160 - \$245
Professional	\$230 - \$295
Senior Professional I	\$255 - \$350
Senior Professional II	\$335 - \$370
Senior Technical Support	\$155 - \$280
Support Staff	\$110 - \$145
Technical Support	\$125 - \$150

Effective through June 30, 2024

Subject to adjustment thereafter

General Project Information

Client: **City of Bastrop**
 Project: **Agnes Street Buildout**
 KHA No.
 PM:

Task Budget Summary

No.	Task Name	Hours	Labor	Expenses	Office Exp.	Subtotal
1	60% Design	267	\$ 60,000		\$ 2,800	\$ 62,800
2	90% Design	127	\$ 30,600		\$ 1,500	\$ 32,100
3	Final Design	88	\$ 21,700		\$ 1,000	\$ 22,700
4	Survey	11	\$ 2,500	\$ 17,400	\$ 200	\$ 20,100
5	ROW and Easements			\$ 7,000		\$ 7,000
TOTALS:		493	\$ 114,800	\$ 24,400	\$ 5,500	\$ 144,700

EXHIBIT A-4

House Bill 89 Verification

(See Attached)

House Bill 89 Verification Form

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

- 1. Does not boycott Israel currently; and**
- 2. Will not boycott Israel during the term of the contract.**

Pursuant to Section 2270.001, Texas Government Code:

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

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

11/27/2023

Paul

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

ON THIS THE 27 day of November, 2023, personally appeared Douglas Arnold, the above-named person, who after by

me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL



Tina L Kraatz

EXHIBIT B-1
REQUIREMENTS FOR GENERAL SERVICES CONTRACT

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

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

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

- A. The City of Bastrop shall be named as an additional insured with respect to General Liability and Automobile Liability **on a separate endorsement**
- B. A waiver of subrogation in favor of The City of Bastrop shall be contained in the Workers Compensation and all liability policies and must be provided **on a separate endorsement.**
- C. All insurance policies shall be endorsed to the effect that The City of Bastrop will receive at least thirty (30) days' written notice prior to cancellation or non-renewal of the insurance.
- D. All insurance policies, which name The City of Bastrop as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
- E. **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
- F. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Bastrop of any material change in the insurance coverage.
- G. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
- H. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- I. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Bastrop.
- J. Insurance must be purchased from insurers having a minimum AmBest rating of B+.
- K. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2016/03) Coverage must be written on an occurrence form.
- L. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
- M. Upon request, Contractor shall furnish The City of Bastrop with certified copies of all insurance policies.
- N. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Bastrop within ten (10) business days after contract award and prior to starting any work by the successful contractor's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Bastrop, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Bastrop. The certificate of insurance and endorsements shall be sent to:

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

INSURANCE REQUIREMENTS

Items marked "X" are required to be provided if award is made to your firm.

Coverages Required & Limits (Figures Denote Minimums)

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

Commercial General Liability:

	<input type="checkbox"/> Very High/High Risk	<input checked="" type="checkbox"/> Medium Risk	<input type="checkbox"/> Low Risk
Each Occurrence	\$1,000,000	\$500,000	\$300,000
Fire Damage	\$300,000	\$100,000	\$100,000
Personal & ADV Injury	\$1,000,000	\$1,000,000	\$600,000
General Aggregate	\$2,000,000	\$1,000,000	\$600,000
Products/Compl Op	\$2,000,000	\$500,000	\$300,000
XCU	\$2,000,000	\$500,000	\$300,000

- Automobile Liability: (Owned, Non-Owned, Hired and Injury & Property coverage for all)
- | | <input type="checkbox"/> Very High/ High Risk | <input checked="" type="checkbox"/> Medium Risk | <input type="checkbox"/> Low Risk |
|------------------------|---|---|-----------------------------------|
| Combined Single Limits | | Combined Single Limits | Combined Single Limits |
| \$1,000,000 Bodily | | \$500,000 Bodily | \$300,000 Bodily |

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

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

Umbrella each-occurrence with respect to primary Commercial General Liability, Automobile Liability, and Employers Liability policies at minimum limits as follows:

- Contract value less than \$1,000,000: **not required**
- Contract value between \$1,000,000 and \$5,000,000: **\$4,000,000 is required**
- Contract value between \$5,000,000 and \$10,000,000: **\$9,000,000 is required**
- Contract value between \$10,000,000 and \$15,000,000: **\$15,000,000 is required**
- Contract value above \$15,000,000: **\$20,000,000 is required**

Excess coverage over \$10,000,000 can be provided on "following form" type to the underlying coverages to the extent of liability coverage as determined by the City.

Professional Liability, including, but not limited to services for Accountant, Appraiser, Architecture, Consultant, Engineering, Insurance Broker, Legal, Medical, Surveying, construction/renovation contracts for engineers, architects, constructions managers, including design/build Contractors.

Minimum limits of \$1,000,000 per claim/aggregate. This coverage must be maintained for at least two (2) years after the project is completed.

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

Pollution Liability for property damage, bodily injury and clean up (if project entails possible contamination of air, soil or ground or as determined by the City of Sugar Land)

- \$1,000,000 each occurrence
- \$2,000,000 aggregate

Other Insurance Required: _____

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

DESCRIPTIONS (Continued from Page 1)

Item 12J.

the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2023 forms a part of

Policy No. CA4489663 (AOS) issued to Kimley-Horn and Associates, Inc.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON'S OR ORGANIZATIONS LIABILITY ARISING OUT OF THE USE OF A COVERED AUTO.

I. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:
- (1) The coverage and/or limits of this policy, or
 - (2) The coverage and/or limits required by said contract or agreement.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2023 forms a part of

policy No. CA4489663 (AOS) issued to Kimley-Horn and Associates, Inc.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.

/ AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
<p>ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.</p>	<p>PER THE CONTRACT OR AGREEMENT.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

A. Section II 6 Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: GL5268169

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: GL5268169

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
 PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Item 12J.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective 12:01 AM 04/01/2023 forms a part of Policy No. WC015893685 (AOS)

Issued to Kimley-Horn and Associates, Inc.

By NEW HAMPSHIRE INSURANCE COMPANY

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. Specific Waiver

Name of person or organization

Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: **ALL TEXAS OPERATIONS**

3. Premium:

The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

**WC 42 03 04 B
(Ed. 6-14)**

Countersigned by _____

Authorized Representative

321



City of Bastrop Agnes Street Survey Capital Improvements Proposal

Date: October 27, 2023

Attn: Ryan Delmotte, P.E.

Prepared By:

Adrian E. Reyes, RPLS

Regional VP of Survey Operations

c: 210-777-0041

d: 726-777-4235

e: adrian@datapointsurveying.com

Executive Summary

We're pleased to present the proposal herein in response to Kimley-Horn's RFP for the City of Bastrop Agnes Street Capital Improvement Project of right-of-way extension, waterline, and sanitary sewer improvements.

As a leading professional services provider for the energy and pipeline infrastructure markets, Datapoint is proud to offer its clients comprehensive professional and technical service solutions and deliver safe, reliable, and precise results. Datapoint is well-positioned to support the Kimley-Horn design team with efficient execution of the City of Bastrop Capital Improvement Project scope and beyond, and we hope to instill your utmost confidence and trust as a valued partner through our persistent actions in leadership and our highly capable team of employees.

Datapoint has implemented technologies, industry experience, expertise, and determination our partners have relied upon for years while bringing peace of mind every step of the way. Our goal is to provide absolute transparency with our projects, operate with integrity, and create the best possible experience for our partners, whether it be project-specific or supporting our partner's growth and developing market opportunities in lock step as a trusted resource and partner.

Datapoint has seen strong growth and development since our doors opened in April of 2020. We attribute our success to a strong work ethic, excellent team, considerable skills and experience in the industry, and our fantastic clients who we enjoy working with. Our current outline consists of 90 employees, 22 field crews (all W-2 employees), our corporate office, 4 branch office locations, and 8 state-held professional licenses.

We consider our current team a group of hand-picked and highly valued core individuals who came to be with Datapoint through prior relationships and personal knowledge of their skill levels and expertise and we take a significant amount of pride in our industry-leading strengths across all roles.

I sincerely appreciate your consideration of the attached proposal and I'm looking forward to working with you and the Kimley-Horn team!

Best Regards,



Adrian E. Reyes, RPLS
Regional VP of Survey Operations

Project Site

EXHIBIT A



Execution Strategy

Datapoint intends to use the following survey plan and procedures for the City of Bastrop Agnes Street Capital Improvement Project.

PROJECT SAFETY:

Datapoint will take the necessary safety precautions to protect persons, property and/or assets from injury, damage, and/or loss during the performance of assigned tasks. Datapoint will comply with the Safety Plan and construction contractor Site Specific Safety Plan (SSSP) as implemented by Kimley-Horn as well as local, municipal, state/provincial and/or federal laws, orders, and regulations pertaining to health and safety.

Project dedicated on-site safety personnel are assumed to be provided by others. If necessary, Datapoint can supply on-site safety personnel on a Time and Materials basis per Datapoint's current rate sheet at the request of client.

Datapoint will ensure crews receive the following training, if not already current, prior to mobilization: PEC H2S Clear, PEC Safeland Basic, OSHA 30, First Aid Fundamentals and Basics, Hazards Identification, LNG Basic and any other certifications the City of Bastrop or Kimley-Horn may require.

SCOPE OF SERVICES:

Based upon our understanding of project requirements and discussions we have developed the following scope of services in **3-4** phases:

TASK 01 (Create Working Sketch/AutoCAD Base map and Create a Texas811 Ticket)

- Datapoint will abstract the Texas Department of Transportation Right-of-way map for SH 304 and the subject tract plat for the Agnes Street Right-of-way, and the deeds for the adjoining tracts throughout the project corridor.
- Datapoint will request from client any existing working sketches to ensure a comprehensive base map drawing.
- Datapoint will conduct a Texas811 Call and “White line” the project limits.

TASK 02 (Field Survey – Set Horizontal/Vertical Project Control and Locate Boundary)

- Datapoint will establish two (2) primary control points for the project and three (3) secondary control points. The survey crew(s) will set control point pairs 500-feet apart and ensure the points are intervisible. The control point pairs will be set throughout the project corridor estimated 2,300 linear foot corridor.
- The horizontal values will be established via RTK GPS methodology and tied to any existing Kimley-Horn control. The horizontal values will be based on the North American Datum of 1983 (NAD83) Texas Central Zone.
- The vertical values will be established via NOAA OPUS on the primary control and a differential level loop will be run through all the secondary control. The vertical values will be based on the North American Vertical Datum of 1988 (NAVD88) Geoid 18.
- The rights-of-way monuments of SH 304 and Agnes Street will be recovered and said rights-of-way lines will be delineated.
- A Texas Registered Professional Land Surveyor will resolve all the boundaries on the working sketch to set the base for preparation of the easement and right-of-way take parcels.

TASK 03 (Design Topographic Survey of approx. 5.91-acres)

- The topographic survey will be used by the client and/or City of Bastrop for design.
- Collect spot elevations at a 50-foot interval (25-foot interval at break lines) approx. 5.91 acres.
- Locate all physical improvements, building structures, visible utilities, drainage structures, ponds, (perimeter), breaks, swales, edge of pavement, and fence lines, etc.
- All Trees that are 6” and larger
- Topographic survey to include applicable data to produce 5-foot major with 1-foot minor contour intervals and TIN (triangulated irregular network).

TASK 04 (OPTIONAL Create Water and/or Sanitary Sewer Easement(s)) **Per Easement**

- Datapoint will create an easement on a “per tract” basis. The easement width will be determined by the client and/or City of Bastrop.
- The client and/or City of Bastrop will supply Datapoint with easement standards and/or an example of an acceptable easement.

Project Survey Kick-Off Meeting

All field survey personnel will attend the project kick-off meeting to discuss the final plans for field activities and the form of communication among survey personnel to meet those tasks.

PROPOSED PROJECT SCHEDULE

TASK 01 (Create Working Sketch/AutoCAD Base map and Create a Texas811 Ticket): 1 week

TASK 02 **(Field Survey – Set Horizontal/Vertical Project Control and Locate Boundary): 1 week

TASK 03 (Design Topographic Survey of approx. 5.91-acres): 2 weeks** in the field and **2 weeks** after fieldwork is completed.

TASK 04 (Create Water and/or Sanitary Sewer Easement(s)): 2 weeks after fieldwork is completed.

***weather dependent*

PROJECT UNDERSTANDINGS:

- The survey crew(s) need to remain on site until the survey is complete.
- Datapoint will exercise every effort to locate and identify all above and below ground utilities in-service and abandoned on and across the project route.

ASSUMPTIONS:

In preparing the proposal, we have assumed the following:

- Kimley-Horn and/or City of Bastrop will provide Datapoint with the latest title commitment and all the pertinent deeds, easements, for the subject tract and adjoining properties. (if available)
- The weather will be cooperative. The proposal has been prepared using 2 inclement weather days throughout the duration of the project. Weather patterns in Central Texas area are difficult to predict this time of year. In the event of a prolonged rain event, the Datapoint Project Manager will contact the Kimley-Horn Project Manager to discuss options.
- Utility companies being responsive to the Texas811 call system. The utility has 48 hours to locate their lines. Some locators respond to only the second-third call out.
- RTK GPS methodology will be used to locate the horizontal position of the utilities.
- Datapoint will not probe pipelines.
- Nonsubscribers to the Texas811 service being cooperative and marking their lines on and across the proposed project corridor.
- Right-of-entry being granted throughout the field portion of each phase of the project.
- Datapoint will have continuous/unimpeded access to the area at commencement of work. Time waiting for access to area of facility, or “back-tracking” to complete un-accessible locations will be considered additional services.
- A Datapoint Survey Crew will remain on site if weather permits and utility locators and locating their lines.
- The Datapoint Survey crew will work 10-hour days 5 days a week (Monday-Friday) until project

completion.

- Field staffing will always be optimized. If we see that we can meet schedule and delivery requirements with a smaller staff, we will adjust accordingly. If an increase in staff is required that will only be initiated with the approval of the Kimley-Horn Project Manager.
- Datapoint will collect all data using the TXDOT code list.
- Datapoint will not perform any work outside of the scope of services defined hereon without signed authorization.
- The budget estimate is to provide all services on a time and materials basis.
- In the event hydro-vac are needed, it will be done on a time and materials basis due to uncertainties in equipment availability and the amount of time the equipment and operator will be needed to complete tasks.
- This proposal is subject to the terms and conditions detailed in the sub consultant agreement to be executed with Kimley-Horn.
- Datapoint will require no more than one (1) week from notice of award to the start of execution of field activities.

DELIVERABLES:

- AutoCAD georeferenced base map with resolved rights-of-way and boundaries
- Design Topographic Survey of approximately 5.91-acres for engineering design
- A certified Sanitary Sewer/Water Easement metes & bounds and exhibit **(If added to scope by client)**
- .csv file
- Survey field book notes and pictures

INFORMATION TO BE PROVIDED BY CLIENT:

In preparing the proposal, it is understood the following be provided by Kimley-Horn:

- Kimley-Horn can request and provide deeds and plats (if available)
- Right of Entry to all tracts throughout the survey corridor

FEE SCHEDULE:

Datapoint will provide the above-described services on a **time and materials fee basis** based on a sub consultant agreement with Kimley-Horn. We will not exceed our estimate without prior approval from the client. We estimate that the cost of the work for the options outlined above will be as follows:

Task No.	Surveying Scope Items	Fee Basis	Fee
01	Create Working Sketch/AutoCAD Base Map and Create Texas811 Ticket	T&M	\$1,916
02	Field Survey Set Horizontal/Vertical Control and Locate Boundary	T&M	\$4,257
03	Design Topographic Survey (approx. 5.91 acres)	T&M	\$10,343
04	Create Water and/or Sanitary Sewer Easement (per easement)**	T&M	\$2,200
		Sub Total:	\$18,715
		Estimated Taxes:	\$0
		Total:	\$18,715

ADDITIONAL SERVICES:

We have the capability to provide services outside of the agreed upon Scope of Services. These services would be considered Additional Services and would be provided on a Time and Material basis and billed in accordance with the attached Professional Services Fee Schedule. Additional Services will only be provided at the written request of the Client.

If awarded this project, we understand the work will be completed under a sub consultant agreement between Kimley-Horn and Datapoint Surveying and Mapping II, LLC. After you have reviewed the proposal, please contact me if you have any questions.

We feel that our focus on safety and capacity of available labor and resources would allow us to complete the project within a reasonable schedule with a critical path approach and remain in line with the fee estimates included herein. We look forward to the opportunity to discuss further how we may assist Kimley-Horn to complete this project on time and within your budgets and working with your team on this project.