

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



January 09, 2024

Executive Session at 5:30 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 the Colorado Bend development agreement with Bastrop Colorado Bend LLC and Public Improvement Plan.

2B. City Council shall convene into closed executive session pursuant to Texas Government Code Section 551.071 and 551.087 to seek the advice of legal counsel regarding possible approval of economic development incentives for the Pearl River project as requested by Pearl River dba Sendero for \$5.9M plus \$485K in rollback taxes.

- 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 proposed development agreement with WB Bastrop Land, LLC, for the Ironwood Development project.
- 2D. 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 the potential procurement of certain interests in real property for parkland purposes.
- 2E. City Council shall convene into closed executive session pursuant to Texas Government Code Section 551.071 and 551.072 to seek the advice of legal counsel and discuss professional engineering contract matters, KSA Engineering Inc., and potential acquisitions of real estate related to the Wastewater Treatment Plant No. 3 Project and other matters.
- 2F. 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.
- 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 Chapter 8 of the Bastrop Building Block Code as applied to off-premises billboard signs.

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

4. CALL TO ORDER REGULAR MEETING

- 5. PLEDGE OF ALLEGIANCE** - Emily Clark, John Clark, Wesley Larsen, Dakota Larsen, and Shealyn Farquar, Bastrop Independent Christian Cooperative

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

- 6. INVOCATION** - Ketrich Steger, 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 recognizing January 15, 2024, as Dr. Martin Luther King, Jr. Day.

Submitted by: Ann Franklin, City Secretary

- 7D. Presentation by Ketrich Steger, Bastrop County Sheriff's Office, for Human Trafficking Awareness Month.

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

8. WORK SESSIONS/BRIEFINGS - NONE

9. STAFF AND BOARD REPORTS

9A. Review Year in Review Presentation.

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

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 December 12, 2023, Regular meeting and December 18, 2023, Special Called meeting.

Submitted by: Ann Franklin, City Secretary

11B. Consider action to approve the second reading of Ordinance No. 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.

Submitted by: Laura Allen, Assistant Finance Director

- 11C. Consider action to approve the final 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

12. ITEMS FOR INDIVIDUAL CONSIDERATION

- 12A. Consider action to approve Resolution No. R-2024-01 of the City Council of the City of Bastrop, Texas to ratify the emergency procurement from Weisinger, Inc., in the sum of One Hundred Eighteen Thousand, Eight Hundred Eight-Six Dollars (\$118,886.00), as attached as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

Submitted by: Curtis Hancock, Director of Public Works

- 12B. Consider action to approve Resolution No. R-2024-02 of the City Council of the City of Bastrop, Texas, approving a Professional Engineering Services contract with Huitt-Zollars, Inc. for the Old Iron Bridge Rehabilitation Project to a not to exceed amount of One Million, One Hundred Twenty-Nine Thousand, Two Hundred Twenty-Two Dollars and Forty-Five Cents (\$1,129,222.45); authorizing the City Manager to execute all necessary documents, providing for a repealing clause, and establishing an effective date.

Submitted by: Gregory S. McCaffery, P.E., CFM, Assistant Director of Engineering and Capital Project Management

- 12C. Consider action to approve Resolution No. R-2024-03 of the City Council of the City of Bastrop, Texas confirming appointment by the Mayor of Michael Kiddoo, to Place 3 of the Cultural Arts Commission, as required in Section 3.08 of the City's Charter, and establishing an effective date.

Submitted by: Ann Franklin, City Secretary

- 12D. Consider action to approve Resolution No. R-2024-04 of the City Council of the City of Bastrop, Texas confirming appointment by the Mayor of Yvonne Keyrouz, to Place 5 of the Cultural Arts Commission, as required in Section 3.08 of the City's Charter, and establishing an effective date.

Submitted by: Ann Franklin, City Secretary

- 12E. Consider action to approve Resolution No. R-2024-05 of the City Council of the City of Bastrop, Texas confirming appointment by the Mayor of Connie Schroeder, as a city liaison for the newly created Public Health Authority, as required in Section 3.08 of the City's Charter, and establishing an effective date.

Submitted by: Ann Franklin, City Secretary

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: Friday, January 5, 2024 at 3:00 p.m. and remained posted for at least two hours after said meeting was convened.

/s/Victoria Psencik
Victoria Psencik, Assistant City Secretary



STAFF REPORT

MEETING DATE: January 9, 2024

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: January 9, 2024

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: January 9, 2024

TITLE:

A proclamation of the City Council of the City of Bastrop, Texas recognizing January 15, 2024, as Dr. Martin Luther King, Jr. Day.

AGENDA ITEM SUBMITTED BY:

Ann Franklin, City Secretary

BACKGROUND/HISTORY:

N/A

RECOMMENDATION:

N/A

ATTACHMENTS:

N/A



WHEREAS, Dr. Martin Luther King, Jr. challenged our Nation to recognize that our individual liberty relies upon our common equality; and

WHEREAS, at a time when our Nation was sharply divided, Dr. King called on a generation of Americans to be “voices of reason, sanity, and understanding amid the voices of violence, hatred, and emotion”; and

WHEREAS, Dr. King devoted his life to the struggle for justice and equality, sowing seeds of hope for a day when all people might claim “the riches of freedom and the security of justice”; and

WHEREAS, on the Martin Luther King, Jr. Federal Holiday, we commemorate the 38th Anniversary of the holiday recognizing one of America’s greatest visionary leaders, and we celebrate the life and legacy of Dr. King; and

WHEREAS, Dr. King’s “I Have A Dream Speech” turns 61 in 2024, and reminds us to recognize that in these challenging times, too many Americans face limited opportunities, but our capacity to support each other remains limitless; and

WHEREAS, we must face the challenges with the same strength, persistence and determination exhibited by Dr. King; and

WHEREAS, the walk’s theme is “**A Day On...Not A Day Off!**”; and

WHEREAS, the American people are called to engage in public service and promote nonviolent social change so that Dr. King’s unfinished movement toward equality can be achieved by our united, enduring efforts; and

WHEREAS, in the City of Bastrop, Texas, all citizens are urged to join with Bastrop High School, Smithville High School, Elgin High School, McDade High School, Cedar Creek High School and Colorado River Collegiate Academy in supporting the Scholarship Program during the annual walk; and

WHEREAS, all citizens are also urged to join in the 35th annual walk on January 15, 2024, at 10:00 a.m. beginning at MLK Park, 1101 MLK Drive, Smithville, Texas for universal peace, justice, human rights, and social and economic progress for all people.

NOW, THEREFORE, I, Lyle Nelson, Mayor of the City of Bastrop, Texas, do hereby proclaim Monday, January 15, 2024, as:

Dr. Martin Luther King, Jr. Day

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Bastrop, Texas to be affixed this 9th day of January 2024.

Lyle Nelson, Mayor





STAFF REPORT

MEETING DATE: January 9, 2024

TITLE:

Consider action to approve City Council minutes from the December 12, 2023, Regular meeting and December 18, 2023, Special Called meeting.

AGENDA ITEM SUBMITTED BY:

Ann Franklin, City Secretary

BACKGROUND/HISTORY:

N/A

FISCAL IMPACT:

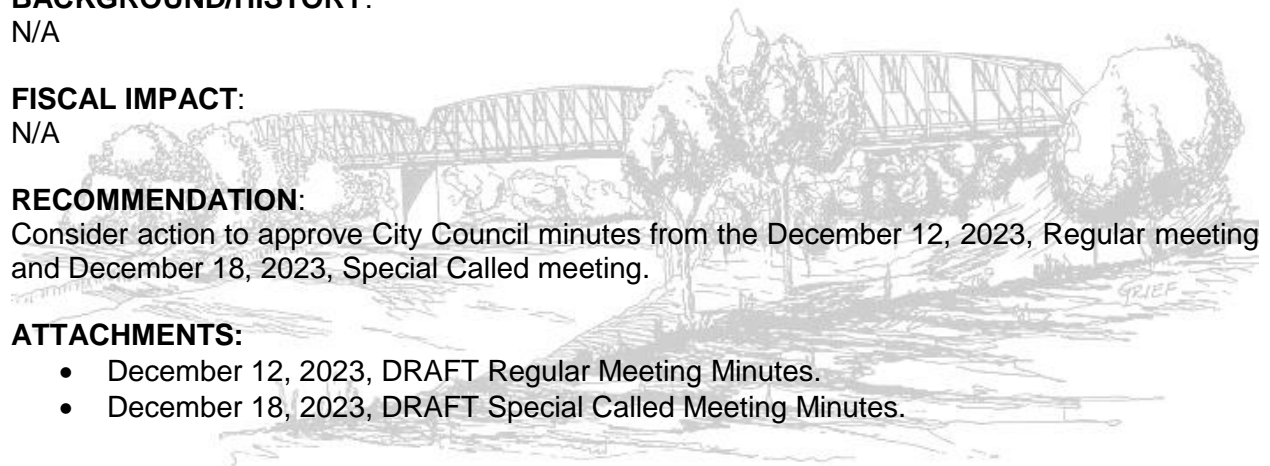
N/A

RECOMMENDATION:

Consider action to approve City Council minutes from the December 12, 2023, Regular meeting and December 18, 2023, Special Called meeting.

ATTACHMENTS:

- December 12, 2023, DRAFT Regular Meeting Minutes.
- December 18, 2023, DRAFT Special Called Meeting Minutes.



DECEMBER 12, 2023

The Bastrop City Council met in a regular meeting on Tuesday, December 12, 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, and Plunkett. Officers present were: City Manager, Sylvia Carrillo; City Secretary, Ann Franklin; and City Attorney, Alan Bojorquez.

CALL TO ORDER EXECUTIVE SESSION

Mayor Nelson called the meeting to order at 5:00 p.m. with a quorum present. Council Member Crouch arrived at 5:01 p.m.

EXECUTIVE SESSION

The City Council met at 5:03 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, et seq, to discuss the following:

- 2A. City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 to seek the advice of legal counsel regarding 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.

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

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

- 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.
A motion was made by Council Member Lee to approve development agreement for the project known as the Hill located at Hwy 95 and Arena Drive, seconded by Council Member Plunkett, motion was approved on a 5-0 vote.
- 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.
A motion was made by Council Member Crouch to approve Resolution No. 2023-182 expressing concerns regarding the Rock Crushing Plant, seconded by Council Member Plunkett, motion was approved on a 5-0 vote.
- 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.
A motion was made by Council Member Crouch moved to authorize the City Manager in consultation with the City Attorney to execute a settlement agreement for the amount in terms discussed in executive session and authorize payment by the City of Bastrop of such settlement amount to settle the matter of the City of Bastrop verses Erhart Legacy Partners, Ltd for the acquisition of right-of-way necessary for the Vista Puente Drive project, seconded by Mayor Pro Tem Kirkland, motion was approved on a 5-0 vote.

CALL TO ORDER REGULAR MEETING

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

PLEDGE OF ALLEGIANCE

Avery Fobert and Shianne Redfearn, Bastrop Middle School, led the pledges.

INVOCATION

Grady Chandler, Police Chaplain, gave the invocation.

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
Proclamation was read into record by Mayor Nelson and accepted by Becki Womble, President and CEO and Board members of the Bastrop Chamber of Commerce.

WORK SESSIONS/BRIEFINGS

- 8A. Presentation on Zero Waste.
Presentation was made by Stacy Savage, Zero Waste Strategies LLC.

INDIVIDUAL CONSIDERATION

- 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
Presentation was made by Rene Aguilar, Construction.

A motion was made by Council Member Plunkett to approve Resolution No. R-2023-173, seconded by Council Member Crouch, motion was approved on a 5-0 vote.

WORK SESSIONS/BRIEFINGS CONTINUED

- 8B. City Manager's Monthly Report.
Presentation was made by Sylvia Carrillo, City Manager, ICMA-CM, CPM

STAFF AND BOARD REPORTS – NONE

CITIZEN COMMENTS

SPEAKER(S)
Kerry Fossler
1903 Main St.
Bastrop, Texas 78602
713-882-7218

CONSENT AGENDA

A motion was made by Council Member Lee to approve Items 11A, 11B, 11C, 11D, and 11E as listed on the Consent Agenda after being read into the record by City Secretary Ann Franklin. Seconded by Council Member Crouch, motion was approved on a 5-0 vote.

- 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

DISCUSSION ITEM

- 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
Presentation made by Terry Moore, Recreation Manager.

A motion was made by Council Member Plunkett to approve the second reading of Ordinance No. 2023-42 with the following amendments, seconded by Mayor Pro Tem Kirkland, motion was approved on a 5-0 vote.

The amendments were:

To add “Activity” to section (e), to read as follows.

(e) Activity in Colorado River.

Section 1, substitute the wording “swimming” with the word “engaging” to read as follows.

(1) ...Furthermore, the City of Bastrop does not assume any liability for any persons engaging in any activity in the Colorado River.

ITEMS FOR INDIVIDUAL CONSIDERATION CONTINUED

- 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

Presentation made by Ann Franklin, City Secretary.

A motion was made by Council Member Plunkett to approve Resolution No. R-2023-178 to nominate Bill Archer, Justin Bezner, David Glass, and David Redd with 48 votes each, seconded by Council Member Lee, motion was approved on a 5-0 vote.

- 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

Presentation made by Candice Butts, Main Street Manager.

A motion was made by Council Member Meyer to approve Resolution No. R-2023-169, seconded by Council Member Crouch, motion was approved on a 5-0 vote.

- 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

Presentation made by Candice Butts, Main Street Manager.

A motion was made by Mayor Pro Tem Kirkland to approve Resolution No. R-2023-170, seconded by Council Member Lee, motion was approved on a 5-0 vote.

- 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
Presentation made by Laura Allen, Assistant Finance Director.

A motion was made by Council Member Crouch to approve the first reading of Ordinance No. 2023-43, seconded by Mayor Pro Tem Kirkland, motion was approved on a 5-0 vote.

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

A motion was made by Mayor Pro Tem Kirkland to approve Resolution No. R-2023-179, seconded by Council Member Meyer, motion was approved on a 5-0 vote.

- 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
Presentation was made by Sylvia Carrillo, ICMA-CM, CPM, City Manager and Jake Gutekunst, Kimley-Horn.

Public hearing opened.

SPEAKER

**David Glenn
780 Shoal Creek Blvd.
Austin, Texas 78757
903-819-7666**

Public hearing closed.

A motion was made by Mayor Pro Tem Kirkland to approve the second reading of Ordinance No. 2023-38 with the maximum accessible fee set as listed in Table A of \$2,349.00 in Service Area A and \$1,414.00 in Service Area B with a phased in approach to reach the previous numbers of 65%, 85%, and 100% in each year after the twelfth month grace period; and exceptions of 1) plats less than 4 units and 2)

all residential remodels exempt, seconded by Council Member Meyer, motion was approved on a 5-0 vote.

- 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

Presentation made by Ann Franklin, City Secretary.

A motion was made by Mayor Pro Tem Kirkland to approve Resolution No. R-2023-172 with amendment to the 2024 Council Meeting Schedule, moving the October 8th meeting to October 1st, seconded by Council Member Crouch, motion was approved on a 5-0 vote.

- 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

A motion was made by Council Member Lee to approve Resolution No. R-2023-175, seconded by Council Member Meyer, motion was approved on a 5-0 vote.

- 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

A motion was made by Council Member Lee to approve Resolution No. R-2023-174, seconded by Council Member Meyer, motion was approved on a 5-0 vote.

Adjourned at 10:59 p.m. without objection.

APPROVED:

ATTEST:

Mayor Lyle Nelson

City Secretary Ann Franklin

The Minutes were approved on January 9, 2024, by Council Member Name's motion, Council Member Name's second. The motion was approved on a 5-0 vote.

DECEMBER 18, 2023

The Bastrop City Council met in a special called meeting on Tuesday, December 18, 2023, at 5:31 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were: Mayor Nelson and Mayor Pro Tem Kirkland and Council Members Lee, Meyer, Plunkett. and Crouch. Officers present were: City Manager, Sylvia Carrillo; City and City Attorney, Alan Bojorquez. Rick Gullikson filled in for City Secretary.

CALL TO ORDER EXECUTIVE SESSION

Mayor Nelson called the meeting to order at 5:31 p.m. with a quorum present.

CITIZEN COMMENTS - NONE**EXECUTIVE SESSION**

The City Council met at 5:32 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, et seq, to discuss the following:

- 3A. City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 to seek the advice of legal counsel regarding contractual arrangements with destination marketing organization Visit Bastrop and Resolution R-2023-129.

Mayor Nelson recessed the Executive Session at 9:52 p.m.

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

- 3A. City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 to seek the advice of legal counsel regarding contractual arrangements with destination marketing organization Visit Bastrop and Resolution R-2023-129.

A motion was made by Council Member Meyer to create a sub-committee to work with Visit Bastrop and to have Council Members Meyer and Plunkett on the committee, seconded by Council Member Crouch, motion was approved on a 4-1 vote. Council Member Lee voted nay.

A motion was made by Council Member Crouch to file an Ethics Complaint against Mayor Lyle Nelson under Bastrop Code of Ordinance, Article 1.15 – Code of Ethics, 1.15.009(h)(2), “Interference with an investigation”, and to have Mayor Pro Tem John Kirkland prepare the complaint on behalf of the Bastrop City Council, seconded by Council Member Plunkett, motion was approved on a 4-1 vote. Council Member Lee voted nay.

Adjourned at 10:59 p.m. without objection.

APPROVED:**ATTEST:**

 Mayor Lyle Nelson

 Rick Gullikson

The Minutes were approved on January 9, 2024, by Council Member **Name**'s motion, Council Member **Name**'s second. The motion was approved on a **5-0** vote.



STAFF REPORT

MEETING DATE: January 9, 2024

TITLE:

Consider action to approve the second reading of Ordinance No. 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.

AGENDA ITEM SUBMITTED BY:

Submitted by: Laura Allen, Assistant 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 second 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.

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 9th day of January 2024.

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: January 9, 2024

TITLE:

Consider action to approve the final 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.

On December 12, 2024 council voted to “approve the second reading of Ordinance No. 2023-38 with the maximum accessible fee of \$2,349.00 in Service Area A and \$1,414.00 in Service Area B with a phased in approach to reach the previous numbers of 65%, 85%, and 100% in each year after the twelfth month grace period; and exceptions of 1) plats less than 4 units and 2) all residential remodels exempt

Although not required, this item was placed at the request of the City Manager as a final action item and vote to clearly communicate to the community, the final fees to be assessed under this ordinance.

FISCAL IMPACT:

To be determined by annual development.

RECOMMENDATION:

Approve as per the December 12th Council action.

ATTACHMENTS:

1. Transportation Impact Fee (TIF) Final Report

CITY OF BASTROP, TEXAS 2023 TRANSPORTATION IMPACT FEE STUDY



August
2023

Prepared for the City of Bastrop

Prepared by:

Robert J. (Jake) Gutekunst, P.E. AICP

Kimley-Horn and Associates, Inc.

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Austin, TX 78759

Phone 512 418 1771

TBPE Firm Registration Number: F-928

Project Number: 069243307

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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

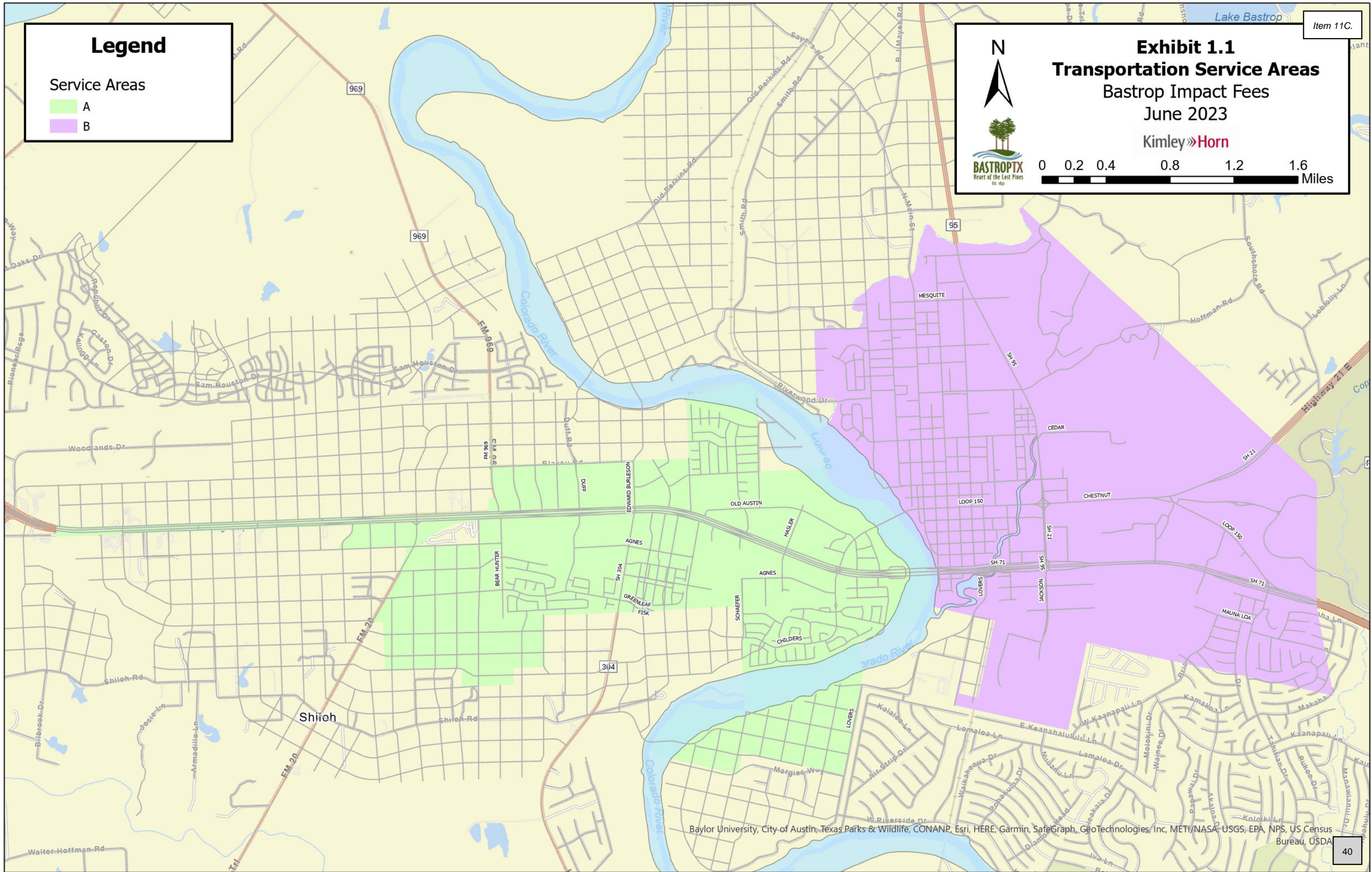
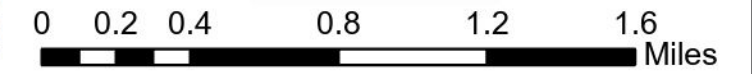
- A
- B



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%

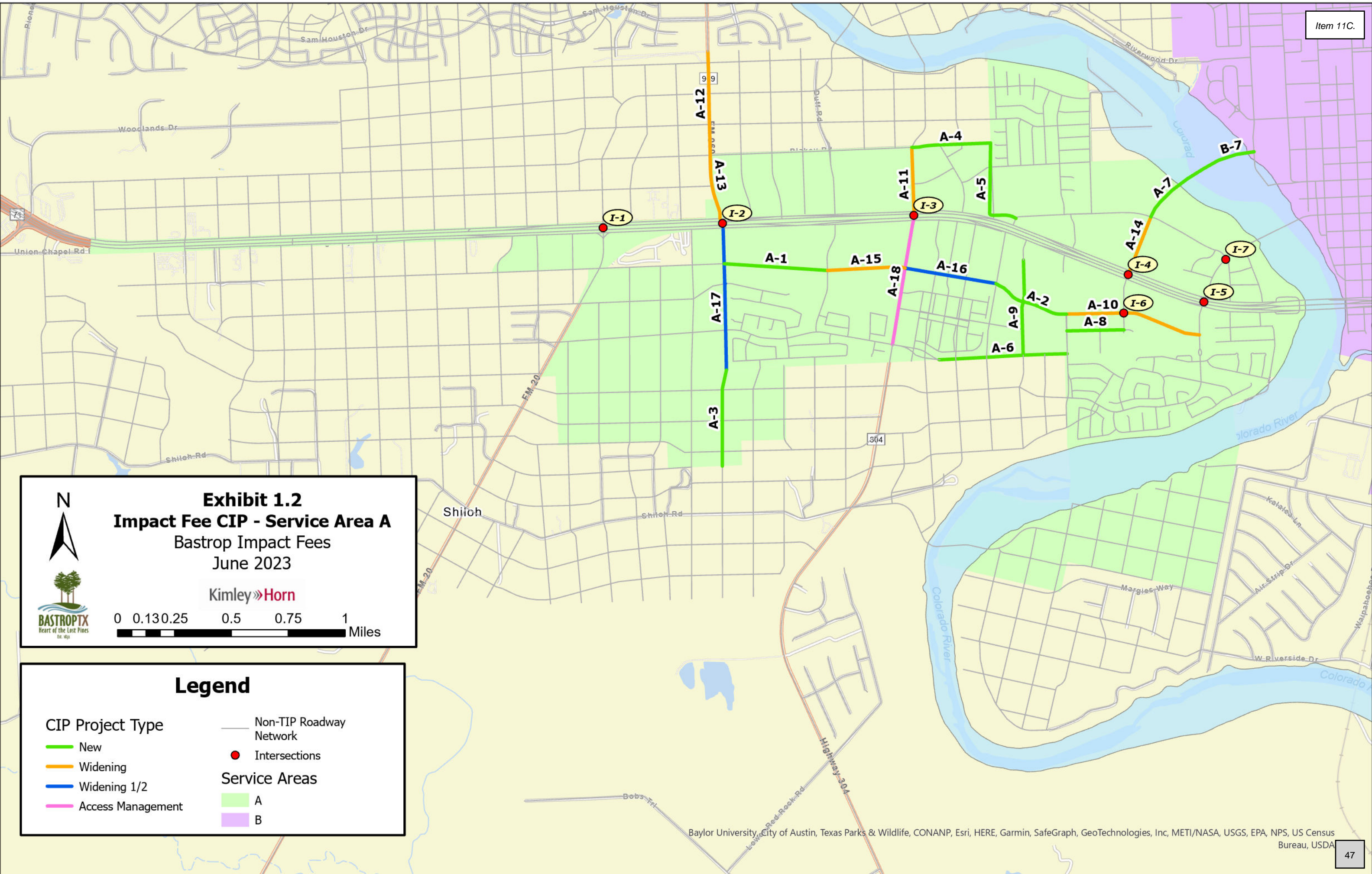


Exhibit 1.2
Impact Fee CIP - Service Area A
 Bastrop Impact Fees
 June 2023

Kimley»Horn

0 0.130.25 0.5 0.75 1 Miles

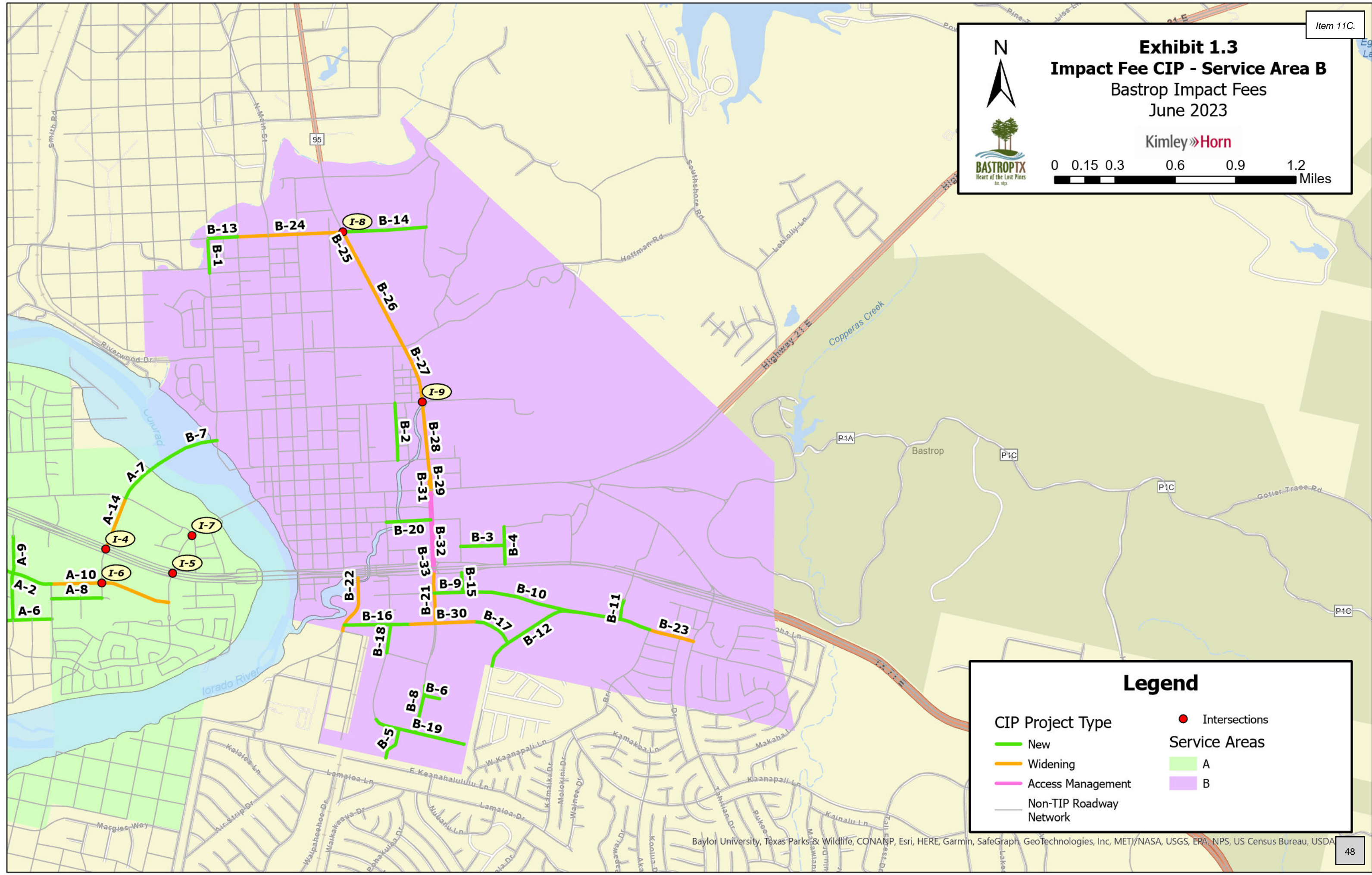
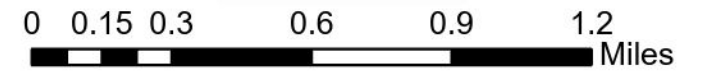
Legend

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	
		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
B	1,780		1,575		8,944	2,170,000	217,000	949,000				8,463	1,100	6,681	16,244
Totals	2,858		5,045		18,186	2,170,000	708,000	3,296,000				8,463	3,589	23,204	35,256

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											
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 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	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	0.08	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	Spring 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

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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-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

**Allowances based on % of Paving Construction Cost Subtotal

Allowance Subtotal: \$ 735,471

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		
**Allowances based on % of Paving Construction Cost Subtotal					Allowance Subtotal: \$ 257,183
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		
**Allowances based on % of Paving Construction Cost Subtotal					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	
Allowance Subtotal:					\$ 576,180
**Allowances based on % of Paving Construction Cost Subtotal					
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		
**Allowances based on % of Paving Construction Cost Subtotal					Allowance Subtotal:	\$ 483,104
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

**Allowances based on % of Paving Construction Cost Subtotal

Allowance Subtotal: \$ 1,191,536

Paving and Allowance Subtotal:	\$ 3,319,279
Construction Contingency: 10%	\$ 331,928
Mobilization: 11%	\$ 365,121
Prep ROW: 4%	\$ 132,771
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	
**Allowances based on % of Paving Construction Cost Subtotal					Allowance Subtotal: \$ 1,123,551
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	
**Allowances based on % of Paving Construction Cost Subtotal					
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	
			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	
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	
**Allowances based on % of Paving Construction Cost Subtotal					
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
**Allowances based on % of Paving Construction Cost Subtotal					
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		
**Allowances based on % of Paving Construction Cost Subtotal					Allowance Subtotal: \$ 58,865
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		
**Allowances based on % of Paving Construction Cost Subtotal					Allowance Subtotal: \$ 415,344
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	
			Allowance Subtotal:	\$ 377,014	
**Allowances based on % of Paving Construction Cost Subtotal					
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	
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	
			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	
			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	
**Allowances based on % of Paving Construction Cost Subtotal					
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

**Allowances based on % of Paving Construction Cost Subtotal

Allowance Subtotal: \$ 470,485

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
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	
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	
Allowance Subtotal:					\$ 606,910
**Allowances based on % of Paving Construction Cost Subtotal					
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

NOTE: The planning level cost projections listed in this appendix have been developed for Rough Proportionality calculations only and should not be used for any future Capital Improvement Planning within the City of Bastrop.

The planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Bastrop
2023 Transportation Impact Fee Study
Conceptual Level Project Cost Projection

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

NOTE: The planning level cost projections listed in this appendix have been developed for Rough Proportionality calculations only and should not be used for any future Capital Improvement Planning within the City of Bastrop.

The planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

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	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

	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
										\$ 292,872.47

	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	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
										\$ 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: January 9, 2023

TITLE:

Consider action to approve Resolution No. R-2024-01 of the City Council of the City of Bastrop, Texas to ratify the emergency procurement from Weisinger, Inc., in the sum of One Hundred Eighteen Thousand, Eight Hundred Eight-Six Dollars (\$118,886.00), as attached as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Curtis Hancock, Director of Public Works

BACKGROUND/HISTORY:

Please see attached memo

FISCAL IMPACT:

Proposed funding in the amount of \$118,886.00 (One Hundred Eighteen Thousand, Eight Hundred Eight-Six Dollars) is to be utilized from the W/WW Capital Improvements Fund.

RECOMMENDATION:

Curtis Hancock, Director of Public Works recommends approval of Resolution No. R-2024-01 of the City Council of the City of Bastrop, Texas to ratify the emergency procurement from Weisinger, Inc., in the sum of One Hundred Eighteen Thousand, Eight Hundred Eight-Six Dollars (\$118,886.00), as attached as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Attached Memo
- Exhibit A Map
- Resolution

TO: Sylvia Carrillo, ICMA-CM, CPM, City Manager
 Curtis Hancock, Director of Public Works

From: James B. Wilson, Water & Wastewater Superintendent

Date: December 11, 2023

Subject: Ratification of Emergency Procurement for Well I Replacement



=====

Mrs. Carrillo,

On the morning of November 23, 2023, I received a call from the City's Chief Water Plant Operator stating Well I stopped producing water. Well I is one of only 2 wells which are responsible for providing drinking water to City customers West of the Colorado River.

A local vendor was called in to diagnose the issue and determined the pump motor had reached catastrophic failure. The same vendor was not able to complete any additional work, as they lacked the equipment and expertise to remove the well pump and motor assembly.

A call was then placed to Weisinger Inc., who had previously performed similar emergency well services for the City. Weisinger's Sales Representative stated he could not provide any pricing as all vendors and office staff were out of the office until the following week, but the costs would be escalated due to the work being performed over the Thanksgiving holiday. Understanding the importance of Well I to provide drinking water to this large area of town, and knowing Weisinger has an active BuyBoard contract for this work, I authorized the mobilization of their crew to return the well to service as soon as possible.

For the reasons stated above, I am requesting an emergency procurement of funds outside of the City's norms and procedures to preserve public and environmental health, in the amount of \$118,886.00 payable to Weisinger Incorporated. To prevent the exhaustion of the City's operating budget, I further request the funds for this procurement be utilized from the \$150,000.00 earmarked for the Tahitian Village Manhole Rehabilitation Phase II project for Fiscal Year '24 (Water/Wastewater Capital Improvement Fund).

Best,

PURCHASING SUMMARY DOCUMENT

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

REASONS FOR PURCHASE/ADDITIONAL PURCHASE INFORMATION

PARTS AND LABOR TO PULL, REPLACE PUMP AND MOTOR AT WELL I

Purchase Recommendation:

Recommended Vendor: WEISINGER INCORPORATED			
Goods or Services to be Purchased: MOTOR, PUMP AND TROUBLESHOOTING/SERVICE			
Description	QTY	Unit Cost	TOTAL COST
LABOR - REMOVAL & INSPECTION	1.00	\$32,425.00	\$32,425.00
DELIVERY OF EQUIPMENT	1.00	\$5,200.00	\$5,200.00
PUMP, MOTOR, POWER CABLE, VALVE, NIPPLE, FITTINGS, AIRLINE	1.00	\$43,886.00	\$43,886.00
ON-SITE MOBILIZATION EQUIPMENT	1.00	\$4,950.00	\$4,950.00
PUMPING EQUIPMENT RE-INSTALLATION - HOLIDAY	1.00	\$32,425.00	\$32,425.00
TOTAL			\$118,886.00

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

[Empty box for explanation]


Is this purchase with:


- COOPERATIVE CONTRACT COOP NAME: BUY BOARD# 672-22
(if using Coop. contract you must attach proof from vendor that purchase was made through Coop)
- SOLE SOURCE – Attachments required (refer to Purchasing Policy for details)
(CM approval required)
- EMERGENCY PURCHASE – Attach memo stating why the purchase is an emergency
(CM approval required)
- CONTRACTED SERVICE (Finance must have a copy of the contract on file)
- PROFESSIONAL SERVICE (those allowable under Gov't Code CH 2254)
- QUOTES (required if none of the above apply)

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

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

Budgeted in GL # 250 - 51 - 00 - 6000 &/or # _____

Requested by:  Date: 12/12/2023

Approved by:  Date: 12/12/23
(Dept. Director)

Approved by: _____ Date: _____
(CFO)

Approved by: _____ Date: _____
(City Manager)



Invoice

P.O. Box 909
Willis, Tx 77378

Date	Invoice #
11 28 2023	34397

Bill To
City of Bastrop Attention: Accounts Payable 300 Water St. Bastrop, TX 78602

Ship To
Water Well No. 1 Bob Bryant

P.O. No.	Terms
	Due on receipt

Quantity	Description	Rate	Amount
	Scope & Supply		
1	- Remove the pumping equipment from the well under emergency removal procedures during the Thanksgiving holiday and perform in field inspection of the column pipe and check valve(s)	32,425.00	32,425.00
1	- Hot shot to deliver pumping equipment.	5,200.00	5,200.00
1	- 400 GPM @ 200' TDH submersible pump	13,805.00	13,805.00
1	- New 40 HP, 6", 3 60 460 volt, 3600 rpm submersible motor	15,496.00	15,496.00
1	- New #4 3c with ground flat jacked power cable, as needed	10,052.00	10,052.00
1	- New 5" check valve	983.00	983.00
1	- New lift nipple.	290.00	290.00
1	- Misc fittings.	2,500.00	2,500.00
1	- New 1/2" stainless steel airline, as needed	760.00	760.00
1	- Mobilize equipment on-site.	4,950.00	4,950.00
1	- Re-install pumping equipment under emergency installation over the Thanksgiving holiday	32,425.00	32,425.00

ACCT #:
APPROVAL: *www*
DEC 11 2023
P.O. #
VENDOR# *45212*

Subtotal	\$118,886.00
Sales Tax (0.0%)	\$0.00
Payments/Credits	\$0.00
Balance Due	\$118,886.00

Phone #	Fax #	E-mail	Web Site
(936)756-7721	(936)756-7723	info @ weisingerinc.com	www.weisingerinc.com



P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

April 21, 2023

Sent via email to: rhagen@weisingerinc.com

Randy Hagen
Weisinger Incorporated
P.O. Box 909
Willis TX 77378

Re: Water and Wastewater Pumps and Motors
BuyBoard Contract 672-22

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Water and Wastewater Pumps and Motors, Contract 672-22 effective 7/1/2022 through June 30, 2023, with two possible one-year renewals. At this time the BuyBoard is renewing your contract through June 30, 2024.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at contractadmin@buyboard.com prior to the start of the renewal term.

Reminder: Once a BuyBoard contract is awarded, vendors must generate a minimum of \$15,000 annually or they may not be offered a contract renewal.

If you have questions or comments concerning this renewal, please contact me as soon as possible at contractadmin@buyboard.com . We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Jim Tulberg

Jim Tulberg
Vendor Contract Administrator

1st renewal v.02 13 2020

RESOLUTION NO. R-2024-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS TO RATIFY THE EMERGENCY PROCUREMENT FROM WEISINGER, INC., IN THE SUM OF ONE HUNDRED EIGHTEEN THOUSAND, EIGHT HUNDRED EIGHTY-SIX DOLLARS (\$118,886.00), AS ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City Council has appointed the City Manager as the Chief Administrative Officer of the City; and

WHEREAS, The City Manager is responsible for the proper administration of all affairs of the City; and

WHEREAS, The City Council has the steadfastness to ensure the quality of our City water supply; and

WHEREAS, The City of Bastrop City Council to ratify the emergency procurement from Weisinger, Inc.

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

Section 1: That the City Manager is hereby authorized to ratify the emergency procurement from Weisinger, Inc. for Well I Pump and Motor Replacement, in the sum of One Hundred Eighteen Thousand, Eight Hundred Eight-Six Dollars (\$118,886.00).

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

Section 3: That this Resolution shall take effect immediately upon its passage, and it is duly resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 9th Day of January, 2024.

Item 12A.

APPROVED:

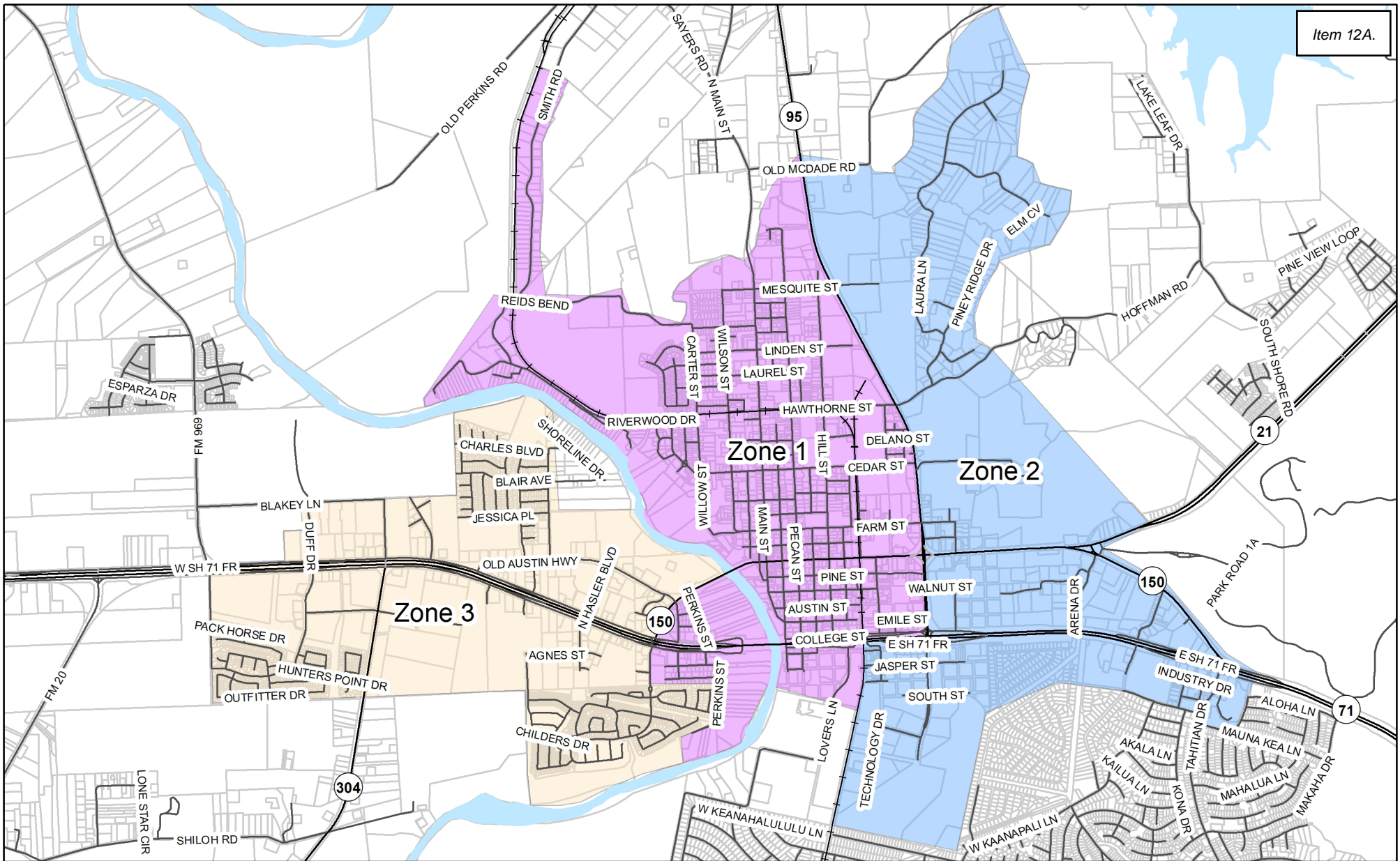
Lyle Nelson, Mayor

ATTEST:

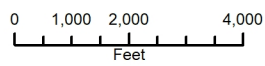
Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



City of Bastrop Water System Zones



Date: 2/18/2021

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



STAFF REPORT

MEETING DATE: January 9, 2024

TITLE:

Consider action to approve Resolution No. R-2024-02 of the City Council of the City of Bastrop, Texas, approving a Professional Engineering Services contract with Huitt-Zollars, Inc. for the Old Iron Bridge Rehabilitation Project to a not to exceed amount of One Million, One Hundred Twenty-Nine Thousand, Two Hundred Twenty-Two Dollars and Forty-Five Cents (\$1,129,222.45); authorizing the City Manager to execute all necessary documents, providing for a repealing clause, and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Gregory S. McCaffery, P.E., CFM, Assistant Director of Engineering and Capital Project Management

BACKGROUND/HISTORY:

The Old Iron Bridge is an iconic structure for the City of Bastrop and its residents and both value in preserving the City's historic facilities for future generations. This bridge provides a critical crossing of the Colorado River, which is a natural barrier separating the downtown business district from the city's west side. It also provides means for additional multi-modal transportation choices to connect users to Bastrop's downtown businesses, neighborhoods, and recreational amenities. Further, in rehabilitating the bridge the city recognizes the project would provide for a deck park attracting residents and tourists to this iconic structure, preserve and enhance the unique historic character of the community and support economic growth.

City staff has had Huitt-Zollars, Inc (H-Z) develop a Scope of Work, Professional Services Agreement (PSA) contract to complete a condition assessment report to meet the loading requirements to serve as a pedestrian facility. In addition to bridge repairs and repainting design, the PSA shall also include traffic control, SWPPP, safety lighting, installation of a pedestrian railing, shared use path striping, and deck amenities. Further the contract includes access coordination with TxDOT, plans, specifications and opinion of construction costs, bid phase services, and construction contract administration. Additionally, H-Z will work through the historic aspects of the bridge, US Army Corps of Engineers (USACE) Permit, and Texas Historical Commission (THC) reviews and approvals.

The City selected Huitt-Zollars, Inc. from a selection of qualified consulting firms identified during the Request for Qualifications (RFQ) process completed in July 2022.

Engineering design is anticipated to take 14 months to complete (March 2025). Should the City proceed with construction thereafter it is anticipated to take 22 months to complete (April 2027).

FISCAL IMPACT:

- The project design will be funded through the following 2024 budget accounts:
 - 726-00-00-6000 \$571,520.72
 - 731-00-00-6000 \$557,701.73

RECOMMENDATION:

Consider action to approve Resolution No. R-2024-02 of the City Council of the City of Bastrop, Texas, approving a professional engineering services contract with Huitt-Zollars, Inc. for the Old Iron Bridge Rehabilitation Project to a not to exceed amount of One Million, One Hundred Twenty-Nine Thousand, Two Hundred Twenty-Two Dollars and Forty-Five Cents (\$1,129,222.45); 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-2024-02
- Exhibit B: Professional Services Contract with Huitt-Zollars, Inc.



RESOLUTION NO. R-2024-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING A PROFESSIONAL SERVICES CONTRACT WITH HUITT-ZOLLARS, INC FOR THE OLD IRON BRIDGE REHABILITATION PROJECT TO A NOT TO EXCEED AMOUNT OF ONE MILLION, ONE HUNDRED TWENTY-NINE THOUSAND, TWO HUNDRED TWENTY-TWO DOLLARS AND FORTY-FIVE CENTS (\$1,129,222.45); 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 Old Iron Bridge is an iconic structure for the city and its residents, and the project will restore the bridge’s pedestrian transportation function in addition to preserving its historic and cultural significance; and

WHEREAS, the City of Bastrop understands that the project will provide a critical crossing of the Colorado River, which is a natural barrier separating the downtown business district from the city’s west side; and

WHEREAS, the City of Bastrop understands that the project will provide additional multi-modal transportation choices to connect users to Bastrop’s downtown businesses, neighborhoods, and recreational amenities; and

WHEREAS, the City of Bastrop understands that the Old Iron Bridge will reduce barriers, increase mobility for non-motorized users, increase use of lower carbon travel modes, and increase equity and accessibility for travelers; and

WHEREAS, the City of Bastrop understands that the Old Iron Bridge deck park will attract residents and tourists to this iconic structure, preserve and enhance the unique historic character of the community and support economic growth; and

WHEREAS, the City of Bastrop selected Huitt-Zollar, Inc. from a list of qualified engineers as part of the Request for Qualification process completed in April 2022; 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, with Huitt-Zollars, Inc for the Old Iron Bridge Rehabilitation Project to a not to exceed amount of one million, one hundred twenty-nine thousand, two hundred twenty-two dollars and forty-five cents (\$1,129,222.45).

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 9th day of January 2024.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

December 21, 2023

City of Bastrop
 Fabiola M. de Carvalho
 Executive Director of Engineering and Construction Management
 1311 Chestnut Street
 Bastrop, Texas 78602

RE: Proposal for Professional Services for Rehabilitation of the City of Bastrop’s Old Iron Bridge

Dear Ms. de Carvalho:

Huitt-Zollars is excited to provide our proposal for professional services to the City of Bastrop for the rehabilitation of the City’s Old Iron Bridge. Attached is the revised contract, scope of services, schedule, fee breakdown and consultants’ proposals.

Our total hourly not to exceed contract amount for this project is \$1,129,222.45. This amount will not be exceeded without additional authorization from the City. As the level of effort associated with each task is an estimate, Huitt-Zollars reserves the right to adjust each task amount based on actual effort expended as long as the total hourly not to exceed contract amount is not exceeded.

BUDGET SUMMARY	Total
TASK 1 - CONDITION ASSESSMENT INSPECTION	\$ 76,100.00
TASK 2 - LOAD RATING	\$ 68,680.00
TASK 3 - PS&E	\$ 565,770.00
TASK 4 - BID PHASE SERVICES	\$ 36,270.00
TASK 5 - CONSTRUCTION ADMINISTRATION	\$ 212,340.00
TASK 6 - HISTORIC BRIDGE SCHEMATIC REVIEW/FIELDWORK	\$ 19,570.00
TASK 7 - USACE PERMITTING	\$ 36,120.00
TASK 8 - TEXAS HISTORICAL COMMISSION COORDINATION	\$ 24,370.00
TASK 9 - BATHYMETRIC SURVEY	\$ 12,440.00
TASK 10 - HAZARDOUS MATERIALS MITIGATION	\$ 4,245.00
EXPENSES	\$ 73,317.45
 TOTAL HOURLY NOT TO EXCEED CONTRACT AMOUNT	 \$ 1,129,222.45

We look forward to working with you and City staff to deliver this historically important project.

Respectfully submitted,
HUITT-ZOLLARS, INC.

Gregory R. Wine, PE, LEED AP
 Executive Vice President

Enclosures

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 **Huitt-Zollars, Inc.**, a Texas Corporation (the “Engineer”), 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 “Services”).

I. General Information and Terms.

Engineer’s Name and Address:	Huitt-Zollars, Inc. 10350 Richmond Avenue, Suite 300 Houston, Texas 77042 Attn: Gregory R. Wine, PE, LEED AP
General Description of Services:	Huitt-Zollars, Inc. shall provide professional engineering services for the rehabilitation of the City’s Old Iron Bridge.
Maximum Contract Amount:	\$1,129,222.45
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 Work
- EXHIBIT A-3: House Bill 89 Verification
- EXHIBIT B-1: Requirements for General Services Contract

V. Signatures.

HUITT-ZOLLARS, INC.

CITY OF BASTROP

By: 

By: _____

Printed Name: Gregory R. Wine, PE, LEED AP

Printed Name: _____

Title: Executive Vice President

Title: _____

Date: December 21, 2023

Date: _____

EXHIBIT A-1

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

(See Attached)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2023-1092590

Date Filed:
11/08/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Huitt-Zollars, 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.

Standard Contract
Professional Engineering Services for Rehabilitation of the Old Iron Bridge

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Huitt, Larry	Dallas, TX United States	X	
	McDermott, Robert	Dallas, TX United States	X	
	Wall, Cliff	Dallas, TX United States	X	
	Twomey, James	Dallas, TX United States	X	
	Wine, Gregory	Dallas, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Cliff Wall, and my date of birth is 11/04/1953.

My address is 5430 Lyndon B Johnson Freeway, Suite 1500, 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 8 day of November, 2023.
(month) (year)

Signature of authorized agent of contracting business entity (Declarant)

EXHIBIT A-2

Scope of Services **dated December 14, 2023**

(See Attached)

December 21, 2023

**CITY OF BASTROP
REHABILITATION OF THE OLD IRON BRIDGE
Scope of Work**

PROJECT DESCRIPTION:

Huitt-Zollars, Inc. (HZ) and their subconsultants shall conduct a Condition Assessment; complete Load Rating; prepare plans, project manual to include front end documents and technical specifications, construction cost estimates (PS&E); and complete required environmentally permitting, coordination, and public involvement for the repair / rehabilitation of the City of Bastrop's Old Iron Bridge. This historic bridge is located adjacent and parallel to the SH 150 bridges over the Colorado River in Bastrop, Texas. The existing bridge is comprised of 17 concrete approach spans and 3 structurally independent truss main spans. The bridge is listed on the National Register of Historic Places and is currently closed due to its existing structural deficiencies. Bridge repairs shall be based upon inspection findings documented in HZ's Condition Assessment Report and to meet the loading requirements to serve as a pedestrian facility. In addition to bridge repairs, PS&E shall also include traffic control, SWPPP, safety lighting, installation of a pedestrian railing, shared use path striping, and deck amenities. The Project Manual, Plans, Final Condition Assessment Report, and the Load Rating Report with National Bridge Inventory (NBI) Condition Rating shall be prepared, signed and sealed by an engineer, licensed in the State of Texas. Project shall utilize Texas Department of Transportation (TxDOT) Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, current edition for construction specifications and construction bid items. TxDOT's Standard Specifications will be supplemented with Special Specifications and Special Provisions as required. Concrete repairs shall in general follow the guidance provided in TxDOT's Concrete Repair Manual, 2021.

HZ and our subconsultants shall provide services in accordance with the BASIC SERVICES and ADDITIONAL SERVICES outlined below.

BASIC SERVICES

Task 1: Bridge Condition Assessment Report

HZ shall conduct a bridge condition assessment on the historic structure located adjacent and parallel to the SH 150 bridges over the Colorado River in the City of Bastrop. HZ shall inspect primary and secondary members including gusset plates and other connections. HZ shall inspect bridge joints, joint performance, the condition of the bridge deck for approach spans and truss spans and provide assessment of existing members for use in load rating of the existing structure.

1. Document Review

HZ shall review existing documentation and information prior to conducting the condition assessment. Available information may include, but is not limited to:

- A. Original plans and shop drawings.
- B. Existing specification.
- C. Inspection reports and condition surveys.

- D. Documentation of previous repairs.
- E. Load rating reports.

2. Condition Assessment

HZ shall perform a visual condition assessment of superstructure and substructure elements as well as accessible foundation elements, retaining structures, concrete approaches, appurtenances or any element that may have an adverse effect on the structure. If required to conduct the assessment, HZ shall develop a traffic control plan for review and approval by the City.

HZ shall:

- A. Perform a comprehensive condition assessment to evaluate 100% of the members and connections using methods outlined in the American Association of State Highway and Transportation Officials (AASHTO) Manual for Bridge Evaluation.
- B. Develop layouts of structures to help geographically identify areas with existing concerns.
- C. Coordinate access to perform inspection of these elements.
- D. Evaluate the most current Inspection Report to identify elements that have previously been identified as being in need of repair or replacement.
- E. Visually inspect the bridge joints and joint performance.
- F. Visually inspect the condition of the bridge deck for approach spans and truss spans.

3. Comprehensive Condition Assessment Report

HZ shall prepare a Final Condition Assessment Report signed and sealed by a licensed engineer in the State of Texas for the Old Iron Bridge from abutment to abutment including concrete approaches, which at a minimum will include:

- A. Complete bridge description including superstructure and substructure types, rail type, span lengths and configurations, skew, estimated date of construction, presence of hazardous materials (provided by a consultant to HZ) and any other information necessary to describe the structure.
- B. Descriptions of overall condition of all elements related to the structure, including superstructure, substructure, foundations, approaches, or any other element that may have an effect on the structure, including the channel. Include clearly annotated photographs which are representative of the overall condition.
- C. Clear descriptions with detailed, annotated photographs of all areas identified as needing repair.
- D. Recommendations for repair for all elements with an NBI condition rating of less than seven, and for all conditions that could limit structure serviceability or longevity through continued deterioration. In rare cases in which raising the condition rating of an element to a seven or above is not feasible or cost-effective, provide justification for why the lower condition rating will not affect service life or long-term durability.
- E. Repairs required to satisfy the pedestrian loading requirements of the current TxDOT Historic Bridge Manual or greater.
- F. Estimated quantities for recommended repairs.
- G. Submit the Condition Assessment Report to the City of Bastrop for review.

4. Access Coordination

HZ shall:

- A. Coordinate with the City, TxDOT, and any other affected agencies in advance for access and for any trails or lane closures required for inspection and field testing, which may include any required permits and the traffic control plan. Efforts will be made to minimize traffic disruptions.
- B. Provide traffic control for condition assessment operations. The traffic control must be sufficiently in and near assessment operations to comply with the latest edition of the Texas Manual on Uniform Traffic Control Devices (TMUTCD) in the event that field personnel performing the assessment must divert traffic or close traveled lanes. A copy of the TMUTCD must be in the possession of field personnel on the job site at all times and will be made available to field personnel upon request. All field personnel on site shall be equipped with Personal Protective Equipment (PPE) at all times.

Task 2: Pedestrian Load Rating

HZ shall perform a load rating of the existing City of Bastrop's Old Iron Bridge for pedestrian and maintenance vehicle AASHTO H-10 loading. AASHTO H-10 loading is a vehicle weighing 20,000 lbs: 16,000 lb and 4,000 lb axles with a minimum 72-inch wheelbase. Load ratings of the existing structure shall be in accordance with the TxDOT Inspection Manual and AASHTO's Manual for Bridge Evaluation (MBE). The load rating shall utilize the appropriate procedure, Load and Resistant Factor Rating (LRFR) and/or Load and Force Deterministic (LFC) rating, as specified by AASHTO's MBE. Applied loading shall be in accordance with AASHTO's Load and Resistance Factor Design (LRFD) Guide Specification for the Design of Pedestrian Bridges.

The load rating shall account for any bridge defects that could constitute loss in capacity. The load rating shall rely on defects identified during the Condition Assessment completed as part of this Scope of Services. Load ratings shall be determined for both the concrete approach spans and steel truss main spans.

For the approach spans the following components shall be load rated:

- A. T-Beam Superstructure
- B. Concrete Bent Caps

For the steel truss main spans the following components shall be load rated:

- A. Top Chord
- B. Bottom Chord
- C. Vertical Posts
- D. Diagonals
- E. Floor beams
- F. Stringers
- G. Gusset Plates
- H. Concrete Piers

The results will be summarized in a load rating report.

Task 3: Plans, Specifications & Estimate (PS&E)

HZ shall prepare the PS&E documents as outlined below:

1. Preliminary Design (30% design)

- A. Meet with City of Bastrop staff and to discuss design criteria, pertinent utility plans, street plans, bridge as-built plans, geotechnical reports, right-of-way maps, existing easement information, and other applicable available information. Discuss Bridge Condition Assessment and Load Rating findings to reach a consensus of preferred path of implementing necessary repairs. Discuss city's objectives for overall area usage and potential amenities to be developed and evaluated.
 - B. Develop preliminary construction plans. Prepare the following sheets:
 - Cover Sheet (includes index & bridge location map)
 - General Notes
 - Bridge Layouts with repair locations
 - Bridge Repair Photo sheets
 - Conceptual Amenities Package
- NOTE:
- Quantity sheets and quantity summaries will not be prepared as part of the Preliminary Design. Quantities will be provided with the Pre-Final Design.
 - Common repair details will not be prepared as part of the Preliminary Design. Details will be provided with the Pre-Final Design.
- C. Upload preliminary design documents to Bluebeam for City's review and comment. Also provide one (1) hard copy and one electronic copy in PDF format to the City.
 - D. Meet with City's Staff to discuss review comments on Preliminary Design Documents.

2. Pre-Final Design (60% Design)

- A. Advance the preliminary design as approved by the City. Prepare the following Pre-Final construction plans.
 - Cover Sheet
 - General Notes
 - Quantity Summary
 - Traffic Control Sheets
 - City / TxDOT TCP Standards
 - Bridge Layouts with repair locations
 - Bridge Repair Photo sheets
 - Bridge Repair Details (estimated 15 sheets)
 - Bridge Amenity Details
 - Tree Protection Plan and Details

- SWPPP sheets meeting TPDES and City of Bastrop requirements, as needed
 - SWPPP Details
- B. Prepare a draft of the project manual with front-end documents and technical specifications. Include relevant TxDOT Standard Specifications and list any special specifications.
- C. Prepare draft bid schedule and bid item descriptions.
- D. Prepare an estimate of construction quantities and opinion of probable construction cost.
- E. Upload Pre-Final plans, draft of project manual to include front end documents and technical specifications, and opinion of probable construction cost to Bluebeam for City's review and comment. Provide three (3) hard copies and one (1) electronic copy in PDF format.
- F. Included with the Pre-Final Design submittal will be a design memo along with a comment/response log prepared by HZ addressing the City's review comments of the previous Preliminary design submittal.
- G. Coordinate with local utility companies to obtain information regarding impacts to their facilities.
- H. Coordinate with the City's Public Works Department concerning the waterline attached to the bridge.
- I. Meet with City's Staff to discuss City comments on Pre-Final Design Documents.

3. Final Design (90% Design)

- A. Prepare Final Design plans. Effort shall include:
- Revising Pre-Final plans to incorporate comments from City of Bastrop
 - Incorporating comments from utility companies (if applicable)
 - Preparing additional repair details (if required)
 - Updating quantities
 - Incorporating additional standard details (if required)
- B. Finalize Project Manual to include frontend documents, project specifications and special specifications.
- C. Prepare final quantities and a final opinion of probable construction cost.
- D. Submit plans to the Texas Department of Licensing and Regulations (TDLR) for ADA accessibility review and inspection. Incorporate TDLR comments as required.
- E. Upload final plans, project manual, bid schedule, and final opinion of probable construction cost to Bluebeam for City's review and comment. Provide three (3) hard copies and one (1) electronic copy in PDF format.
- F. Included with the Final Design submittal will be a design memo along with a comment/response log prepared by HZ addressing the City's review comments from the previous Pre-Final Design submittal.
- G. Meet with City's Staff to discuss City comments on Final Design Documents.

4. Final Bid Documents (100% Bid Ready Documents)

- A. Incorporate City's final comments on plans and bid documents.

- B. Submit one (1) set of 11"x17" signed and sealed plans and the project manual containing front end documents, bid schedule and technical specifications in hard copy and in PDF format to the City.
- C. Included with the Final Bid Documents submittal will be a design memo along with a comment/response log prepared by HZ addressing the City's review comments from the previous Final Design submittal.

Task 4: Bid Phase Services

HZ shall perform the following bid phase services:

- A. Post Bid Documents on CivCast.
- B. Advertise Notice to Bidders in local newspaper directing potential bidders to Civcast.
- C. Conduct pre-bid conference.
- D. Prepare and post addenda and responses to bidders questions on CivCast as necessary.
- E. Provide bid tabulation to City within five (5) working days of the bid opening.
- F. Evaluate the low bidder and check references of the three (3) lowest bidders. Prepare a letter of recommendation of construction contract award to the City within five (5) working days of the bid opening.
- G. Prepare and issue Conformance Set of Construction Documents. Submit two (2) sets of 11"x17" plans and one (1) set of 24"x36" plans along with three (3) project manuals to the City.

Task 5: Construction Contract Administration

HZ shall perform the following construction support services:

- A. Conduct Pre-Construction conference.
- B. Respond to Contractor's Requests for Information.
- C. Review Shop Drawings.
- D. A licensed Structural Engineer shall perform up to eight (8) site visits.
- E. Prepare Change Orders if warranted.
- F. Prepare Record Drawings based on Contractor-provided "As-Built" Drawings.

HZ anticipates that construction may take up to 24 months. During construction, HZ will also provide Construction Contract Administration (CCA) for the Old Iron Bridge Rehabilitation. CCA will include the necessary tasks to administer the construction contract including remote and on-site work that should include, but not limited to, construction progress meetings, contract review, change orders, reviewing pay requests, and approval letters. Work shall include weekly site visits (up to one hundred separate visits) to review the progress and quality of the work, and to determine if it is in general compliance with the contract documents. A written report will be prepared and submitted to the City to document observations during each site visit. In addition, a site visit will be conducted for the substantial completion inspection and to develop a punch list of uncompleted and non-conforming work. A final site visit will be made with the City to confirm all punch list items have been corrected. Final close-out of contracts at the completion of the construction contract will be completed in coordination with the City of Bastrop.

Task 6: Historic Old Iron Bridge PS&E Review and Coordination

HZ will contract with a Consultant to provide services related to the historical aspects of the historic bridge during the condition assessment and the development of the PS&E package. The Consultant

will attend a field meeting with HZ to photograph the historic bridge, document the current condition of the bridge, and discussed the proposed work to the bridge. The photographic documentation will be used during coordination activities and may be used in public involvement materials to illustrate the need for the bridge rehabilitation. The Consultant will also provide review of the 30%, 60%, 90%, and final design plans to aid HZ in determining ways to rehabilitate the bridge in accordance with the Secretary of the Interior's Standards for Rehabilitation per 36 CFR Part 67.

Task 7: U.S. Army Corps of Engineers (USACE) Permit

HZ will contract with a Consultant to provide these services. The Colorado River in the project area is a navigable water subject to Section 10 of the Rivers and Harbors Act, which regulates structures and work in, over, or under navigable waters. Therefore, the proposed work is expected to require a Section 10 permit from the United States Army Corps of Engineers (USACE). The proposed activity appears to meet the terms and conditions of one or more Nationwide Permits (NWP), (e.g., NWP 3 Maintenance or NWP 14 Linear Transportation Projects); however, General Condition #20 of the nationwide permit program requires a pre-construction notification (PCN) be submitted to, and reviewed by, the USACE if a NWP activity proposed by a non-federal entity has the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places (NRHP). Since the subject bridge is listed on the NRHP, submittal of a PCN to the USACE Fort Worth District is expected to be required in accordance with General Condition #20.

The Consultant will conduct a delineation of waters of the U.S. in the project area, and prepare and coordinate a PCN package, including the appropriate PCN form and supporting information such as the water of the U.S. delineation information, Section 106 documentation, and Endangered Species Act documentation.

- This scope assumes that the proposed rehabilitation would be designed so that there is no adverse effect to the historic bridge, and no mitigation or other Section 106 work is required for the project. This scope and cost estimate also assumes that no historic resource survey or evaluation of an indirect Area of Potential Effects will be required. If it is determined that any of these tasks are required, a separate scope and cost estimate would be submitted for consideration.
- No discharge of dredged or fill material subject to regulation under Section 404 of the Clean Water Act will occur, and the USACE will agree that the proposed Section 10 activity is authorized by NWP 3, NWP 14, or other appropriate NWP; therefore, this scope does not include preparation of a Section 404 or Section 10 Individual Permit application. If an Individual Permit application is required, a separate scope and cost estimate would be submitted for consideration.
- No work or new structures are anticipated in the Colorado River as part of this project.
- No compensatory mitigation for aquatic resource impacts is expected, so this scope does not include conditional/functional assessments or mitigation planning. If compensatory mitigation were needed, a separate scope and cost estimate would be submitted for consideration.
- This project assumes that the project will result in minimal ground disturbance and will have no effect on Houston toad, freshwater mussels, or other federally listed or proposed threatened or

endangered species; therefore, this scope and fee does not include presence-absence surveys for federally listed or proposed-listed species, preparation of a Biological Assessment, or consultation with the U.S. Fish and Wildlife Service under the Endangered Species Act. If it is determined that any of these tasks are required, a separate scope and cost estimate would be submitted for approval by the City.

- This project assumes that the project will result in minimal ground disturbance, and it is anticipated that no archeological surveys/testing or archeological mitigation will be required for the proposed project. If it is determined that these tasks are required, a separate scope and cost estimate would be submitted for consideration.
- Revisions to the project after notice to proceed may require additional time and materials and will be billed at an additional cost outside of this current scope of work. If project changes require additional time and materials, a separate scope and cost estimate would be submitted for consideration.
- Additional documentation services requested as a result of a change in environmental regulations or documentation standards from those in practice and acceptable at the time of approval of this agreement are not included.

Task 8: Texas Historical Commission (THC) and Consulting Party Coordination

HZ will contract with a Consultant to provide these services. The proposed project will be subject to Section 106 of the National Historic Preservation Act, due to the required USACE permit. The Consultant will coordinate the historic bridge rehabilitation plans with the THC's Division of Architecture Division and potential consulting parties, such as the Bastrop County Historical Commission, Bastrop County Historical Society, the Historic Bridge Foundation (HBF), a national historic bridge advocacy group based in Austin, and Preservation Texas. Under Section 106, coordination with interested parties such as these entities will be required; however, it is anticipated that the majority of the review and consultation will occur with the THC.

It is anticipated that the THC will want to conduct a site visit at the bridge and/or request an in-person initial meeting to discuss the overall rehabilitation plan and historic considerations for work to be conducted. The Consultant will also determine, in consultation with the THC's Division of Architecture, the cadence for their review through the project design process; it is anticipated there will be no more than four (4) meetings with the THC and consulting parties. At the conclusion of each meeting, the HZ will write a summary of decisions and recommendations discussed at each meeting. The Consultant will also complete the official coordination package of review materials for the THC review when final plans are ready, to document the completion of Section 106 of the National Historic Preservation Act coordination for the USACE permit.

Task 9: Bathymetric Survey

HZ will contract with a Consultant to perform a bathymetric survey of the Colorado River in the vicinity of and between the piers of the two (2) Old Iron Bridge. The survey data will be provided to HZ for our review and analysis of potential scour issues.

Task 10: Hazardous Material Mitigation

HZ will contract with a Consultant to review the previously prepared hazardous material (HAZ MAT) survey report provided by the City and prepare mitigation protocols for the removal and disposal of hazardous materials as necessary. Consultant will also provide two (2) on-site inspections during construction to observe the implementation of the mitigation plan by the Construction Contractor. Consultant will prepare a written report of their observations during their on-site inspections.

LIST OF DELIVERABLES:

List of project deliverables for the Basic Services is provided below. In parenthesis is the format by which these documents will be transmitted and as applicable the number of hard copies provided. All submittals shall also be uploaded on Bluebeam for City's review and comments.

- A. Condition Assessment Report (1 electronic PDF copy)
 - Final Comprehensive Condition Assessment Report
- B. Load Rating Report (1 electronic PDF copy)
 - Final Load Rating Report
- C. Preliminary Design (30% design) PS&E (1 hard copy and 1 electronic PDF copy)
 - Plans (11" x 17")
- D. Pre-Final Design (60% design) PS&E (3 hard copies and 1 electronic PDF copy)
 - Plans (11" x 17")
 - Project Manual consisting of Front-End documents and Technical Specifications (8 ½" x 11")
 - Opinion of Probable Construction Cost (8 ½" x 11")
- E. Final Design (90% design) PS&E (3 hard copies and 1 electronic PDF copy)
 - Plans (11" x 17")
 - Project Manual (8 ½" x 11")
 - Bid Schedule (8 ½" x 11")
 - Bid Item Descriptions (8 ½" x 11")
 - Opinion of Probable Construction Cost (8 ½" x 11")
- F. Final (100% bid ready) Bid Documents (1 electronic PDF copy)
 - Signed & sealed plans (11" x 17")
 - Project Manual (8 ½" x 11")
 - Opinion of Probable Construction Cost (8 ½" x 11")
- G. Conformance Set (1 electronic PDF copy)
 - 2 sets of signed & sealed plans (11" x 17")
 - 1 set of signed & sealed plans (24" x 36")
 - 3 copies of the Project Manual (8 ½" x 11")

ADDITIONAL SERVICES

Because the effort required for some items of work varies considerably from project to project, and because some items of work are sometimes provided separately by the City, these items of work are not included in the basic services fees and are charged separately. Additional Services, mutually agreed upon and authorized separately by the City in writing, shall be completed on a lump sum or an hourly basis in accordance with the attached Hourly Rate Sheet. Such additional services may include:

- A. Hydraulic modeling is not required for design of bridge repairs. If preparation or revision of hydraulic modeling is required, it will be provided as an additional service.
- B. Design of utility relocations is not anticipated or included in this proposal.
- C. Construction Staking.
- D. Public Meetings.
- E. Preparation of Temporary and/or Permanent Construction Easement documents.
- F. Geotechnical services are not anticipated to be needed and are not included in this proposal.
- G. HZ will contract with a consultant to perform a bathymetric survey of the Colorado River vicinity the Old Iron Bridge piers to determine if scour needs to be addressed. Should scour need to be addressed, HZ will submit a proposal to the City for additional authorization associated with addressing the scour and coordinating with the US Army Corps of Engineers, US Coast Guard and other agencies for approvals and permits.
- H. Correcting deficiencies found in as-built data provided by the City or by others.
- I. Nondestructive Examinations and Testing
- J. Trench Safety Design
- K. Construction Materials Testing
- L. Traffic Engineering Counts, Studies and Reports
- M. Services not specifically identified in the Basic Services scope.

SERVICES PROVIDED BY THE CITY:

The City of Bastrop shall provide HZ the following items:

- A. As-built plans of the referenced bridge and approach slabs
- B. City utility plans in vicinity of referenced bridge if available
- C. Right-of-Way maps for referenced bridge site if available
- D. City of Bastrop standard front-end documents if available.

Item 12B.

CITY OF BASTROP - REHABILITATION OF THE OLD IRON BRIDGE	HUITT-ZOLLARS, INC.													ETRAC, INC.	LONESTAR ENVIRONMENTAL SERVICES	BLANTON ASSOCIATES/ICF											TOTAL LABOR HRS. & COSTS
	PRINCIPAL IN CHARGE	PROJECT MANAGER	SENIOR STRUCTURAL ENGINEER	SENIOR CIVIL ENGINEER	CIVIL ENGINEER	STRUCTURAL ENGINEER	ENGINEER IN TRAINING	ADMIN/CLERICAL	SR. CADD TECH	CADD TECH	CONSTRUCTION MANAGER	RESIDENT PROJECT REP.	BATHYMETRIC SURVEY			HAZ MATERIALS MITIGATION PLAN AND INSPECTION	HISTORIC BRIDGE SPECIALIST	SR. TECHNICAL SPECIALIST, ENVIRONMENTAL	USACE LIASON	SR. HISTORIAN	BIOLOGIST	ARCHEOLOGIST	PUBLIC ENGAGEMENT SPECIALIST	PUBLIC INVOLVEMENT SPECIALIST	SR GIS SPECIALIST	GIS SPECIALIST	
BASIC SERVICES FEES	\$310.00	\$240.00	\$270.00	\$250.00	\$195.00	\$195.00	\$90.00	\$160.00	\$110.00	\$195.00	\$140.00																
TASK 8 - TEXAS HISTORICAL COMMISSION COORDINATION																											
Field meeting															8											8	
Plan review meetings and minutes		1				1									48			12			16					78	
Section 106 THC/Consulting Party final coordination		1				1									24		4						2	8	4	44	
Total Hours	0	2	0	0	0	2	0	0	0	0	0	0	0	80	0	0	16	0	0	16	0	0	2	8	4	130	
Total Cost	\$0.00	\$480.00	\$0.00	\$0.00	\$0.00	\$390.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,600.00	\$0.00	\$0.00	\$2,640.00	\$0.00	\$0.00	\$1,920.00	\$0.00	\$240.00	\$800.00	\$300.00	\$24,370.00	
TASK 9 - BATHYMETRIC SURVEY																											
Conduct Bathymetric Survey		1																								1	
Process Bathymetric Survey Data		2		1	4		8	2					\$9,000.00													9018	
Total Hours	1	3	0	1	4	0	8	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	19	
Total Cost	\$310.00	\$720.00	\$0.00	\$250.00	\$780.00	\$0.00	\$1,200.00	\$180.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,440.00	
TASK 10 - HAZARDOUS MATERIALS MITIGATION																											
Prepare HAZ MAT Mitigation Plan		1																								4	
Perform HAZ MAT Mitigation Observation during Construction																										800	
Prepare and submit Closeout Report																											
Total Hours	1	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	
Total Cost	\$310.00	\$240.00	\$0.00	\$0.00	\$0.00	\$195.00	\$0.00	\$90.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,410.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,245.00	
TOTAL LABOR HOURS	15	125	263	84	472	815	1080	199	1072	820	120	920	0	0	164	0	20	32	124	20	16	0	4	56	12	6433	
TOTAL LABOR COSTS	\$4,650.00	\$30,000.00	\$71,010.00	\$21,000.00	\$92,040.00	\$158,925.00	\$162,000.00	\$17,910.00	\$171,520.00	\$90,200.00	\$23,400.00	\$128,800.00	\$9,000.00	\$3,410.00	\$36,080.00	\$0.00	\$4,500.00	\$5,280.00	\$14,880.00	\$2,400.00	\$1,920.00	\$0.00	\$480.00	\$5,600.00	\$900.00	\$ 1,055,905.00	
% DISTRIBUTION OF STAFFING	0.44%	2.84%	6.73%	1.99%	8.72%	15.05%	15.34%	1.70%	16.24%	8.54%	2.22%	12.20%	0.85%	0.32%	3.42%	0.00%	0.43%	0.50%	1.41%	0.23%	0.18%	0.00%	0.05%	0.53%	0.09%		

BUDGET SUMMARY	Huitt-Zollars (Prime/Engineer)	Blanton/ICF (Environmental, USACE Permitting, Public Outreach)	Etrac, Inc. (Bathymetric Survey)	Lonestar Environmental (HAZ MAT Consultant)	Total
TASK 1 - CONDITION ASSESSMENT INSPECTION	\$ 76,100.00				\$ 76,100.00
TASK 2 - LOAD RATING	\$ 68,680.00				\$ 68,680.00
TASK 3 - PS&E	\$ 565,770.00				\$ 565,770.00
TASK 4 - BID PHASE SERVICES	\$ 36,270.00				\$ 36,270.00
TASK 5 - CONSTRUCTION ADMINISTRATION	\$ 212,340.00				\$ 212,340.00
TASK 6 - HISTORIC BRIDGE SCHEMATIC REVIEW/FIELDWORK	\$ 3,730.00	\$ 15,840.00			\$ 19,570.00
TASK 7 - USACE PERMITTING	\$ 3,420.00	\$ 32,700.00			\$ 36,120.00
TASK 8 - TEXAS HISTORICAL COMMISSION COORDINATION	\$ 870.00	\$ 23,500.00			\$ 24,370.00
TASK 9 - BATHYMETRIC SURVEY	\$ 3,440.00		\$ 9,000.00		\$ 12,440.00
TASK 10 - HAZARDOUS MATERIALS MITIGATION	\$ 835.00			\$ 3,410.00	\$ 4,245.00
EXPENSES	\$ 70,840.65	\$ 1,906.50		\$ 570.30	\$ 73,317.45
TOTAL	\$ 1,042,295.65	\$ 73,946.50	\$ 9,000.00	\$ 3,980.30	\$ 1,129,222.45

Huitt-Zollars Expenses

Item	Unit	Unit Cost	Quantity	Total
Advertise in Bastrop Advertiser	Per ad	\$20.00	2	\$40.00
Post and Maintain Bid Documents on CivCast	Per Project	\$120.00	1	\$120.00
B&W Prints	Per page	\$0.10	1,000	\$100.00
Color Prints	Per page	\$0.85	20	\$17.00
Mileage	Per mile	\$0.66	12,000	\$7,860.00
Postage	Per letter	\$0.63	5	\$3.15
Envelopes	Per letter	\$0.10	5	\$0.50
Foam Core Boards/Displays	Per board	\$100.00	5	\$500.00
TDLR ADA Registration, Review and Inspection	Per Project	\$2,200.00	1	\$2,200.00
Inspection Equipment Rental for Condition Assessment	At Cost	\$50,000.00	1	\$50,000.00
Traffic Control during Condition Assessment	At Cost	\$10,000.00	1	\$10,000.00
			Total	\$70,840.65

Blanton & Associates/ICF Expenses

Item	Unit	Unit Cost	Quantity	Total
B&W Prints	Per page	\$0.100	200	\$20.00
Color Prints	Per page	\$0.850	400	\$340.00
Mileage	Per mile	\$0.655	500	\$327.50
Postage	Per letter	\$0.63	300	\$189.00
Envelopes	Per letter	\$0.10	300	\$30.00
Foam Core Boards/Displays	Per board	\$100.00	10	\$1,000.00
			Total	\$1,906.50

Lonestar Environmental Services / Expenses

Item	Unit	Unit Cost	Quantity	Total
Mileage	Per mile	\$0.655	260	\$170.30
Lead Air Samples	Per sample	\$25.00	10	\$250.00
Shipping Samples	Per Project	\$150.00	1	\$150.00
			Total	\$570.30

HUITT-ZOLIARS

Houston 2023

HOURLY RATE SHEET

Engineering/Architecture

Principal	\$ 310.00
Design Principal	\$ 310.00
Sr. Project Manager	\$ 285.00
QA Manager	\$ 250.00
Project Manager	\$ 240.00
Sr. Civil Engineer	\$ 250.00
Sr. Structural Engineer	\$ 270.00
Sr. Mechanical Engineer	\$ 250.00
Sr. Electrical Engineer	\$ 250.00
Civil Engineer	\$ 195.00
Structural Engineer	\$ 195.00
Mechanical Engineer	\$ 180.00
Electrical Engineer	\$ 180.00
Plumbing Engineer	\$ 180.00
Engineer Intern	\$ 150.00
Sr. Architect	\$ 250.00
Sr. NL Architectural Staff	\$ 155.00
Architect	\$ 165.00
Architect Intern 1	\$ 105.00
Architect Intern 2	\$ 125.00
Architect Intern 3	\$ 155.00
NL Architectural Staff	\$ 130.00
Sr. Landscape Architect	\$ 195.00
Landscape Architect	\$ 155.00
Landscape Architect Intern	\$ 115.00
Sr. Planner	\$ 300.00
Planner	\$ 165.00
Planner Intern	\$ 130.00
Sr. Designer	\$ 175.00
Designer	\$ 140.00
Sr. CADD Technician	\$ 160.00
CADD Technician	\$ 110.00

Interior Design

Sr. Interior Designer	\$ 160.00
Interior Designer	\$ 125.00
Interior Designer Intern	\$ 100.00

Survey

Survey Manager	\$ 215.00
Sr. Project Surveyor	\$ 200.00
Project Surveyor	\$ 150.00
Sr. Survey Technician	\$ 130.00
Survey Technician	\$ 120.00

Survey Crews

1-Person Survey Crew	\$ 120.00
2-Person Survey Crew	\$ 180.00
3-Person Survey Crew	\$ 210.00

Construction

Sr. Construction Manager	\$ 210.00
Construction Manager	\$ 195.00
Resident Engineer	\$ 185.00
Sr. Project Representative	\$ 200.00
Resident Project Representative	\$ 140.00

Administrative

Sr. Project Support	\$ 110.00
Project Support	\$ 90.00

Reimbursable Expenses

Consultants	Cost + 10%
Other Direct Costs	Cost + 10%
Mileage	IRS Standard Business Mileage Rate

EXHIBIT A-3

House Bill 89 Verification

(See Attached)

House Bill 89 Verification Form

I, Gregory R. Wine, PE, LEED AP (printed person's name), the undersigned representative of (Company or Business name) Huitt-Zollars, 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.

October 26, 2023

Gregory R. Wine

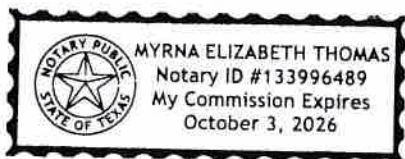
DATE

SIGNATURE OF COMPANY REPRESENTATIVE

ON THIS THE 26th day of OCTOBER, 2023, personally appeared GREGORY R. WINE, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

Myrna Elizabeth Thomas



Rehabilitation of the Old Iron Bridge

ID	Task Name	Duration	Start	Finish	Predecessors	2024												2025												2026											
						Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1	Notice to Proceed and Project Kickoff Meeting	1 day	Mon 1/29/24	Mon 1/29/24																																					
2	Task 1 - Condition Assessment	44 days	Tue 1/30/24	Fri 3/29/24	1																																				
3	City Review of Condition Assessment Report	15 days	Mon 4/1/24	Fri 4/19/24	2																																				
4	Task 2 - Load Rating	20 days	Mon 4/22/24	Fri 5/17/24	3																																				
5	City Review of Load Rating Report	15 days	Mon 5/20/24	Fri 6/7/24	4																																				
6	Task 3 - Plans, Specificatons and Estimate (PS&E)	205 days	Mon 6/10/24	Fri 3/21/25																																					
7	Task 3.1 - Preliminary Design (30% Design)	40 days	Mon 6/10/24	Fri 8/2/24	5																																				
8	City Review of 30% Design	15 days	Mon 8/5/24	Fri 8/23/24	7																																				
9	Task 3.2 - Pre-Final Design (60% Design)	60 days	Mon 8/26/24	Fri 11/15/24	19,8																																				
10	City Review of 60% Design	15 days	Mon 11/18/24	Fri 12/6/24	9																																				
11	Task 3.3 - Final Design (90% Design)	40 days	Mon 12/9/24	Fri 1/31/25	21,10																																				
12	City Review of 90% Design	15 days	Mon 2/3/25	Fri 2/21/25	11																																				
13	Task 3.4 - Final Bid Documents (100% Bid Ready Documents)	20 days	Mon 2/24/25	Fri 3/21/25	12																																				
14	Task 4 - Bid Phase Services	60 days	Mon 3/24/25	Fri 6/13/25	6,17,18																																				
15	Task 5 - Construction Contract Administration	480 days	Mon 6/16/25	Fri 4/16/27	14																																				
16	Task 6 - Historic Old Iron Bridge PS&E Review and Coordination	60 days	Mon 11/18/24	Fri 2/7/25	9																																				
17	Task 7 - US Army Corps of Engineers Permit	60 days	Mon 11/18/24	Fri 2/7/25	9																																				
18	Task 8 - Texas Historical Commission and Consulting Party Coordination	60 days	Mon 4/22/24	Fri 7/12/24	3																																				
19	Task 9 - Bathymetric Survey	30 days	Tue 1/30/24	Mon 3/11/24	1																																				
20	Task 10 - Hazardous Materials Mitigation	287 days	Mon 8/5/24	Tue 9/9/25	1																																				
21	Task 10.1 - Hazardous Materials Mitigation Protocols	10 days	Mon 8/5/24	Fri 8/16/24	7																																				
22	Task 10.2 - Hazardous Materials Mitigation Construction Monitoring	2 days	Mon 9/8/25	Tue 9/9/25	14FS+1																																				

Date: Thu 12/21/23

Task		Summary		External Milestone		Inactive Summary		Manual Summary Rollup		Finish-only	
Split		Project Summary		Inactive Task		Manual Task		Manual Summary		Progress	
Milestone		External Tasks		Inactive Milestone		Duration-only		Start-only		Deadline	

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
1311 Chestnut Street
Bastrop, TX 78602**

INSURANCE REQUIREMENTS

Items marked "X" are required to be provided if award is made to your firm.

Coverages Required & Limits (Figures Denote Minimums)

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

Commercial General Liability:

	<input type="checkbox"/> Very High/High Risk	<input checked="" type="checkbox"/> Medium Risk	<input type="checkbox"/> Low Risk
Each Occurrence	\$1,000,000	\$500,000	\$300,000
Fire Damage	\$300,000	\$100,000	\$100,000
Personal & ADV Injury	\$1,000,000	\$1,000,000	\$600,000
General Aggregate	\$2,000,000	\$1,000,000	\$600,000
Products/Compl Op	\$2,000,000	\$500,000	\$300,000
XCU	\$2,000,000	\$500,000	\$300,000

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

<input type="checkbox"/> Very High/ High Risk	<input checked="" type="checkbox"/> Medium Risk	<input type="checkbox"/> Low Risk
Combined Single Limits	Combined Single Limits	Combined Single Limits
\$1,000,000 Bodily	\$500,000 Bodily	\$300,000 Bodily

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

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

Umbrella each-occurrence with respect to primary Commercial General Liability, Automobile Liability, and Employers Liability policies at minimum limits as follows:

- Contract value less than \$1,000,000: **not required**
- Contract value between \$1,000,000 and \$5,000,000: **\$4,000,000 is required**
- Contract value between \$5,000,000 and \$10,000,000: **\$9,000,000 is required**
- Contract value between \$10,000,000 and \$15,000,000: **\$15,000,000 is required**
- Contract value above \$15,000,000: **\$20,000,000 is required**

Excess coverage over \$10,000,000 can be provided on "following form" type to the underlying coverages to the extent of liability coverage as determined by the City.

Professional Liability, including, but not limited to services for Accountant, Appraiser, Architecture, Consultant, Engineering, Insurance Broker, Legal, Medical, Surveying, construction/renovation contracts for engineers, architects, constructions managers, including design/build Contractors.

Minimum limits of \$1,000,000 per claim/aggregate. This coverage must be maintained for at least two (2) years after the project is completed.

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

Pollution Liability for property damage, bodily injury and clean up (if project entails possible contamination of air, soil or ground or as determined by the City of Bastrop)

- \$1,000,000 each occurrence
- \$2,000,000 aggregate

Other Insurance Required: _____

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



CERTIFICATE OF LIABILITY INSURANCE

DATE Item 12B.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Risk Strategies 12801 North Central Expy. Suite 1725 Dallas, TX 75243	CONTACT NAME: Joe Bryant PHONE (A/C. No. Ext): (214) 323-4602 E-MAIL ADDRESS: RSCcertrequest@risk-strategies.com	FAX (A/C. No.): (214) 503-8899
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: AXIS Surplus Insurance Company	26620
INSURED Huitt-Zollars, Inc. 5430 LBJ Freeway Suite 1500 Dallas TX 75240	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	


COVERAGES **CERTIFICATE NUMBER:** 77138118 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Pollution Liability		<input checked="" type="checkbox"/>	EBZ665006/01/2023	1/23/2023	1/23/2024	Per Claim \$1,000,000 Annual Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of certificate holder on all policies. A waiver of subrogation is shown in favor of the additional insured on professional liability as required by written contract. Re: Standard Contract for General Services, Rehabilitation of the Old Iron Bridge Project.

CERTIFICATE HOLDER City of Bastrop Engineering and Capital Project Management Department 1311 Chestnut Street Bastrop TX 78602	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Joe Bryant



CERTIFICATE OF LIABILITY INSURANCE

DATE	Item 12B.
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THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 8144 Walnut Hill Lane, 16th Floor Dallas TX 75231	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Stacy Brimer</td> </tr> <tr> <td>PHONE (A/C. No. Ext): 972-770-1689</td> <td>FAX (A/C. No.): 972-376-8108</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: Stacy.Brimer@MarshMMA.com</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A : Hartford Casualty Insurance Company</td> <td style="text-align: right;">NAIC # 29424</td> </tr> <tr> <td>INSURER B : Federal Insurance Company</td> <td style="text-align: right;">20281</td> </tr> <tr> <td>INSURER C : Hartford Underwriters Insurance Company</td> <td style="text-align: right;">30104</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	CONTACT NAME: Stacy Brimer		PHONE (A/C. No. Ext): 972-770-1689	FAX (A/C. No.): 972-376-8108	E-MAIL ADDRESS: Stacy.Brimer@MarshMMA.com		INSURER(S) AFFORDING COVERAGE		INSURER A : Hartford Casualty Insurance Company	NAIC # 29424	INSURER B : Federal Insurance Company	20281	INSURER C : Hartford Underwriters Insurance Company	30104	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :																					
INSURER E :																					
INSURER F :																					
INSURED Huitt-Zollars, Inc. 5430 LBJ Freeway, Suite 1500 Dallas TX 75240	HUITZOL																				

COVERAGES **CERTIFICATE NUMBER:** 1430597737 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Deductible: \$0 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			46UUNOL5275	9/1/2023	9/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Coll \$1k/\$2k <input checked="" type="checkbox"/> Comp \$1k/\$2k			46UENOL5276	9/1/2023	9/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			46XHUOL5274	9/1/2023	9/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> Y	N/A	46WEOL6H1G	9/1/2023	9/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Hired Car Physical Dam: \$100,000			46UENOL5276	9/1/2023	9/1/2024	Hired PD Comp/Coll Employee Theft Included in BPP Limit Ded \$1,000/\$1,000 Limit: \$1,000,000
B	Employee Theft			82241508	9/1/2023	9/1/2024	
A	Valuable Papers			46UUNOL5275	9/1/2023	9/1/2024	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Additional Insured form #HG0001 edition 09/16 applies to the General Liability policy.
 Waiver of subrogation form #HG0001 edition 09/16 applies to the General Liability policy.
 Primary & Non-Contributory General Liability form #HG0001 edition 09/16.

Additional Insured form #HA9916 edition 12/21 applies to the Automobile Liability policy.
 Waiver of subrogation form #HA9916 edition 12/21 applies to the Automobile Liability policy.
 Primary & Non-Contributory Auto Liability form #HA9916 edition 12/21.

See Attached...

CERTIFICATE HOLDER City of Bastrop Engineering and Capital Project Management Department 1311 Chestnut Street Bastrop TX 78602	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh & McLennan Agency LLC		NAMED INSURED Huitt-Zollars, Inc. 5430 LBJ Freeway, Suite 1500 Dallas TX 75240	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Waiver of subrogation form #WC00 edition 03/13 and #WC04 edition 03/06 and #WC420304B applies to the Workers Compensation policy.

Additional Insured form #XL0003 edition 09/16 applies to the Umbrella policy.
Waiver of Subrogation form #XL0003 edition 09/16 applies to the Umbrella policy.
Umbrella is follow form pursuant to form #XL0003 edition 09/16

Notice of Cancellation form #IH0307 edition 6/11 applies to the General Liability policy.
Notice of Cancellation form #WC99 edition 03/94 and #WC990531 applies to the Workers Compensation policy.
Notice of Cancellation form #IH0307 edition 6/11 applies to the Umbrella Liability policy.
Notice of Cancellation form IH0307 edition 06/11 applies to the Auto Liability policy.

The General Liability policy contains language that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability policy contains an endorsement with "Primary and NonContributory" wording that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The General Liability policy contains a blanket waiver of subrogation endorsement that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The Automobile Liability policy contains language that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The Automobile liability policy includes waiver of subrogation wording that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The Auto Liability policy contains an endorsement with "Primary and NonContributory" wording that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The Umbrella policy includes additional insured endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The Umbrella policy includes waiver of subrogation endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The Worker's Compensation policy includes a waiver of subrogation endorsement that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The General Liability, Auto Liability, Worker's Compensation and Umbrella Liability policies include a blanket notice of cancellation to the certificate holder endorsement, providing for (30) days' advance written notice if the policy is canceled by the company, or 10 days' written notice before the policy is canceled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation to the certificate holder if the named insured requests cancellation.

RE: Standard Contract for General Services - Rehabilitation of the Old Iron Bridge Project.

Certificate Holder Includes: The City of Bastrop, its officers, agents, volunteers and employees.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

AMENDMENT OF THE DECLARATIONS -
ADDITIONAL PERSONS OR ORGANIZATIONS
DESIGNATED AS NAMED INSUREDS

HUITT-ZOLLARS INC
DFW CONSTRUCTION MANAGEMENT PARTNERS A TEXAS JOINT VENTURE
COON ENGINEERING INC
MORRIS ARCHITECTS INC
HUITT-ZOLLARS/THOMPSON ENGINEERING
CUNINGHAM & MORRIS A JOINT VENTURE
HOSKIN-RYAN CONSULTANTS INC
HZJV A JOINT VENTURE
GAVAN & BARKER, INC.

THIS ENDORSEMENT DOES NOT CHANGE THE POLICY EXCEPT AS SHOWN.

Named Insured: Huitt-Zollars, Inc.

POLICY NUMBER: 46 UEN OL5276



Item 12B.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF THE DECLARATIONS - ADDITIONAL PERSONS OR ORGANIZATIONS DESIGNATED AS NAMED INSUREDS

The following person(s) or organization(s) are added to the Declarations as Named Insureds:

HUITT ZOLLARS INC
HUITT-ZOLLARS INC
DFW CONSTRUCTION MANAGEMENT PARTNERS A TEXAS JOINT VENTURE
COON ENGINEERING INC
MORRIS ARCHITECTS INC
HUITT-ZOLLARS/THOMPSON ENGINEERING
CUNINGHAM & MORRIS A JOINT VENTURE
HOSKIN-RYAN CONSULTANTS INC
HZJV A JOINT VENTURE
GAVAN & BARKER, INC.

Named Insured: Huitt-Zollars, Inc.

POLICY NUMBER: 46 XHU OL5274



Item 12B.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF THE DECLARATIONS - ADDITIONAL PERSONS OR ORGANIZATIONS DESIGNATED AS NAMED INSUREDS

The following person(s) or organization(s) are added to the Declarations as Named Insureds:

HUITT ZOLLARS INC
HUITT-ZOLLARS INC
DFW CONSTRUCTION MANAGEMENT PARTNERS A TEXAS JOINT VENTURE
COON ENGINEERING INC
MORRIS ARCHITECTS INC
HUITT-ZOLLARS/THOMPSON ENGINEERING
CUNINGHAM + MORRIS A JOINT VENTURE
HOSKIN-RYAN CONSULTANTS INC
HZJV A JOINT VENTURE
GAVAN & BARKER, INC



EXTENSION OF THE INFORMATION PAGE - ITEM 1 - NAMED INSURED

Policy Number: 46 WE OL6H1G

Endorsement Number:

Effective Date: 09/01/2023 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: HUITT ZOLLARS, INC.
5430 Lyndon B Johnson Fwy, Suite 1500
Dallas TX 75240

Item 1 of the Information Page is completed to include as named insured:

Named Insured : Huitt-Zollars/Thompson Engineering

State ID : Not Applicable

FEIN : 26-2118777

DBA Name

Not Applicable

Named Insured : Hoskin-Ryan Consultants, Inc.

State ID : Not Applicable

FEIN : 86-0912779

DBA Name

Not Applicable

Named Insured : HUITT ZOLLARS, INC.

State ID : ME:UAN-0779175000

FEIN : 75-1500178

DBA Name

Not Applicable

Named Insured : Gavan & Barker, Inc.

State ID : Not Applicable

FEIN : 20-5063330

DBA Name

Not Applicable

Named Insured : HZJV, A Joint Venture

State ID : Not Applicable

Form WC 99 03 65 Printed in U.S.A.

Process Date:

Policy Expiration Date: 09/01/24

FEIN : 20-4087807

DBA Name

Not Applicable

Named Insured : Cuningham + Morris, A Joint Venture

State ID : Not Applicable

FEIN : 47-5015554

DBA Name

Not Applicable

Named Insured : MORRIS ARCHITECTS, INC.

State ID : Not Applicable

FEIN : 76-0199271

DBA Name

Not Applicable

Named Insured : DFW CONSTRUCTION MANAGEMENT PARTNERS, A TEXAS JOINT VENTURE

State ID : Not Applicable

FEIN : 45-3111369

DBA Name

Not Applicable

Named Insured : COON ENGINEERING, INC.

State ID : Not Applicable

FEIN : 73-1225110

DBA Name

Not Applicable

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

EACH CONSTRUCTION PROJECT, INDIVIDUALLY AND SEPARATELY, OF THE NAMED INSURED AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - 1.** A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2.** The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a.** Insureds;
 - b.** Claims made or "suits" brought; or
 - c.** Persons or organizations making claims or bringing "suits".
 - 3.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 - 4.** The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10)

days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.



Named Insured: Huitt-Zollars, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT - DEFINITION OF INSURED CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation of Contracts:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to any contract shown in the Schedule, the first subparagraph of Paragraph **f.** of the definition of "insured contract" in the **Definitions** Section is replaced by the following:

- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Named Insured: Huitt-Zollars, Inc.



COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
- e. **Incidental Medical Malpractice And Good Samaritan Coverage**
- "Bodily injury" arising out of the rendering of or failure to render the following health care services by any "employee" or "volunteer worker" shall be deemed to be caused by an "occurrence" for:

- (1) Professional health care services such as:
 - (a) Medical, surgical, dental, laboratory, x-ray or nursing services or treatment, advice or instruction, or the related furnishing of food or beverages;
 - (b) Any health or therapeutic service, treatment, advice or instruction; or
 - (c) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
- (2) First aid services, which include:
 - (a) Cardiopulmonary resuscitation, whether performed manually or with a defibrillator; or
 - (b) Services performed as a Good Samaritan.

For the purpose of determining the limits of insurance, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

However, this Incidental Medical Malpractice And Good Samaritan Coverage provision applies only if you are not engaged in the business or occupation of providing any of the services described in this provision.

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

- (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
- (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:

- (a) Employment by the insured; or
- (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for

the handling, storage, disposal, processing or treatment of waste;

- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working

directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next

to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
 - (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" arising from the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses,

public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Employment-Related Practices

"Bodily injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

r. Asbestos

- (1) "Bodily injury" or "property damage" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
 - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or

assess the effects of an "asbestos hazard"; or

- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

s. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion

Exclusions c. through h. and j. through n. do not apply to damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our

discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to

use another's "advertising idea" in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services.

i. Infringement Of Intellectual Property Rights

- (1) "Personal and advertising injury" arising out of any actual or alleged infringement or violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, trade dress, service mark or other designation of origin or authenticity; or
- (2) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

- (1) Infringement, in your "advertisement", of:
 - (a) Copyright;
 - (b) Slogan; or
 - (c) Title of any literary or artistic work; or
- (2) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. of the definition of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Internet Advertisements And Content Of Others

"Personal and advertising injury" arising out of:

- (1) An "advertisement" for others on your web site;
- (2) Placing a link to a web site of others on your web site;
- (3) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or
- (4) Computer code, software or programming used to enable:
 - (a) Your web site; or
 - (b) The presentation or functionality of an "advertisement" or other content on your web site.

q. Right Of Privacy Created By Statute

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

r. Violation Of Anti-Trust law

"Personal and advertising injury" arising out of a violation of any anti-trust law.

s. Securities

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

t. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

u. Employment-Related Practices

"Personal and advertising injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

v. Asbestos

- (1) "Personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
 - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
 - (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

w. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health

information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations; provided that:
 - (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

- a. **Any Insured**
To any insured, except "volunteer workers".
- b. **Hired Person**
To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. **Injury On Normally Occupied Premises**
To a person injured on that part of premises you own or rent that the person normally occupies.
- d. **Workers Compensation And Similar Laws**
To a person, whether or not an "employee" of

any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed to the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a

party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

- 2. Each of the following is also an insured:
 - a. **Employees And Volunteer Workers**
 Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited

liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (1)(b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services:

- (a) Subparagraphs (1)(a), (1)(b) and (1)(c) above do not apply to any "employee" or "volunteer worker" providing first aid services; and
- (b) Subparagraph (1)(d) above does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

- (2) "Property damage" to property:
 - (a) Owned, occupied or used by,
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by
 you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. **Real Estate Manager**
 Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

- c. **Temporary Custodians Of Your Property**
 Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

- d. **Legal Representative If You Die**
 Your legal representative if you die, but only

with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. Unnamed Subsidiary

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally

undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person(s) or organization(s) from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- (2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors Of Land Or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

- 1. Any "occurrence" which takes place after you cease to lease that land; or
- 2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- 1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- 2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

e. Permits Issued By State Or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an additional insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations;
- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
 - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within 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.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others

by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

The limits of insurance that apply to additional insureds is described in Section **III** – Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section **IV** – Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage **C**;
- b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage **B**.

3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal And Advertising Injury Limit

Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Each Occurrence Limit

Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage **A**; and

b. Medical expenses under Coverage C

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Damage To Premises Rented To You Limit

Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

7. Medical Expense Limit

Subject to **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

8. How Limits Apply To Additional Insureds

If you have agreed in a written contract or written agreement that another person or organization be

added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- a.** The limits of insurance specified in the written contract or written agreement; or
- b.** The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1)** How, when and where the "occurrence" or offense took place;
- (2)** The names and addresses of any injured persons and witnesses; and
- (3)** The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1)** Immediately record the specifics of the claim or "suit" and the date received; and
- (2)** Notify us as soon as practicable.

You or any additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1)** Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2)** Authorize us to obtain records and other information;
- (3)** Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4)** Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insureds Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written

contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or the additional insured is a partnership;
- (3) Any manager, if you or the additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;
- (5) Any trustee, if you or the additional insured is a trust; or
- (6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a.** To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b.** To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability;

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

(6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also

primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to

impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper; or
- b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or

other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.

7. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

8. "Employment-Related Practices" means:

- a. Refusal to employ that person;
- b. Termination of that person's employment; or
- c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person.

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work", or your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage to Premises Rented To You Limit described in Section III – Limits of Insurance;
- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained

primarily to provide mobility to permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
- (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral, written or electronic publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

- e. Oral, written or electronic publication, in any manner, of material that violates a person's right of privacy;
- f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or
- g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".

18. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-

completed operations are subject to the General Aggregate Limit.

20. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:

- a. Stored as or on;
- b. Created or used on; or
- c. Transmitted to or from;

computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who

- a. Is not your "employee";
- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.**

25. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
- (2) The providing of or failure to provide warnings or instructions.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10)

days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.



UMBRELLA LIABILITY POLICY PROVISIONS

In this policy the words "you" and "your" refer to the Named Insured first shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. "We", "us" and "our" refer to the stock insurance company member of The Hartford Financial Services Group Inc. shown in the Declarations.

Other words and phrases that appear in quotation marks also have special meaning. Refer to DEFINITIONS (Section VII).

IN RETURN FOR THE PAYMENT OF THE PREMIUM, in reliance upon the statements in the Declarations made a part hereof and subject to all of the terms of this policy, we agree with you as follows:

SECTION I - COVERAGES

INSURING AGREEMENTS

A. Umbrella Liability Insurance

1. We will pay those sums that the "insured" becomes legally obligated to pay as "damages" in excess of the "underlying insurance" or of the "self-insured retention" when no "underlying insurance" applies, because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies caused by an "occurrence". But, the amount we will pay as "damages" is limited as described in **Section IV – LIMITS OF INSURANCE.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Section II - INVESTIGATION, DEFENSE, SETTLEMENT.**

2. This insurance applies to "bodily injury", "property damage" or "personal and advertising injury" only if:
 - a. The "bodily injury", "property damage" or "personal and advertising injury" occurs during the "policy period"; and
 - b. Prior to the "policy period", no insured listed under Paragraph **A.** of Section **III – Who Is An Insured** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the "policy period", that

the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the "policy period" will be deemed to have been known prior to the "policy period".

3. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under paragraph **A.** of Section **III – Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- a. Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- b. Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- c. Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

B. Exclusions

This policy does not apply to:

1. Pollution

Any obligation:

- a. To pay for the cost of investigation, defense or settlement of any claim or suit against any "insured" alleging actual or threatened injury or damage of any nature or kind to persons or property which arises out of or would not have occurred but for the pollution hazard; or
- b. To pay any "damages", judgments, settlements, loss, costs or expenses that may be awarded or incurred:
 - i. By reason of any such claim or suit or any such injury or damage; or
 - ii. In complying with any action authorized by law and relating to such injury or damage.

As used in this exclusion, pollution hazard means an actual exposure or threat of exposure to the corrosive, toxic or other harmful properties of any solid, liquid, gaseous or thermal:

- a. Pollutants;
- b. Contaminants;

- c. Irritants; or
 - d. Toxic substances;
- Including:
- Smoke;
 - Vapors;
 - Soot;
 - Fumes;
 - Acids;
 - Alkalis;
 - Chemicals, and
- Waste materials consisting of or containing any of the foregoing. Waste includes materials to be recycled, reconditioned or reclaimed.

- (b) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (c) Being stored, disposed of, treated or processed in or upon any "auto";
- (2) Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto any "auto"; or
- (3) After the "pollutants" or any property in which the "pollutants" are contained are moved from any "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

EXCEPTION

This exclusion does not apply:

- a. To "bodily injury" to any of your "employees" arising out of and in the course of their employment by you; or
- b. To injury or damage as to which valid and collectible "underlying insurance" with at least the minimum limits shown in the Schedule of Underlying Insurance Policies is in force and applicable to the "occurrence". In such event, any coverage afforded by this policy for the "occurrence" will be subject to the pollution exclusions of the "underlying insurance" and to the conditions, limits and other provisions of this policy. In the event that "underlying insurance" is not maintained with limits of liability as set forth in the Schedule of Underlying Insurance Policies, coverage under any of the provisions of this exception does not apply.

Exception b. does not apply to:

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- (1) That are, or that are contained in any property that is :
 - (a) Being transported or towed by, handled, or handled for movement into, onto or from, any "auto";

Paragraph (1) above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of an "auto", covered by the "underlying insurance" or its parts, if:

- a. The "pollutants" escape, seep, migrate, or are discharged or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- b. The "bodily injury," "property damage" or "covered pollution cost or expense" does not arise out of the operation of any following equipment:
 - i. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment; and
 - ii. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers.

Paragraphs (2) and (3) above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon an "auto"

covered by the "underlying insurance" if:

- a. The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of the "auto", and
- b. The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

2. Workers Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

3. Contractual Liability

Liability assumed by the "insured" under any contract or agreement with respect to an "occurrence" taking place before the contract or agreement is executed.

4. Personal And Advertising Injury

This policy does not apply to "personal and advertising injury".

EXCEPTION

This exclusion does not apply to the extent that coverage for such "personal and advertising injury" is provided by "underlying insurance", but in no event shall any "personal and advertising injury" coverage provided under this policy apply to any claim or "suit" to which "underlying insurance" does not apply.

Any coverage restored by this **EXCEPTION** applies only to the extent that such coverage provided by the "underlying insurance" is maintained having limits as set forth in the Schedule of Underlying Insurance Policies.

5. Underlying Insurance

Any injury or damage:

- a. Covered by "underlying insurance" but for any defense which any underlying insurer may assert because of the "insured's" failure to comply with any condition of its policy; or
- b. For which "damages" would have been payable by "underlying insurance" but for the actual or alleged insolvency or financial impairment of an underlying insurer.

6. Aircraft

"Bodily injury" or "property damage" arising out of the ownership, operation,

maintenance, use, entrustment to others, loading or unloading of any aircraft:

- a. Owned by any "insured"; or
- b. Chartered or loaned to any "insured".

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to aircraft that is:

- a. Hired, chartered or loaned with a paid crew; but
- b. Not owned by any "insured".

This exclusion does not apply to "bodily injury" to any of your "employees" arising out of and in the course of their employment by you.

7. Watercraft

"Bodily injury" or "property damage" arising out of the ownership, operation, maintenance, use, entrustment to others, loading or unloading of any watercraft.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- a. Watercraft you do not own that is:
 - (1) Less than 51 feet long, and
 - (2) Not being used to carry persons or property for a charge;
- b. "Bodily injury" to any of your "employees" arising out of and in the course of their employment by you; or
- c. Any watercraft while ashore on premises owned by, rented to or controlled by you.

8. War

Any injury or damage, however caused, arising, directly or indirectly, out of:

- a. War, including undeclared or civil war; or

- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

9. Damage To Property

"Property damage" to property you own.

10. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

11. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

12. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- a. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- b. A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

13. Recall Of Products, Work Or Impaired Property

"Damages" claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- a. "Your product";
- b. "Your work"; or
- c. "Impaired Property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect,

deficiency, inadequacy or danger condition in it.

14. Expected Or Intended

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

15. Employer Liability

Coverage afforded any of your "employees" for "bodily injury" or "personal and advertising injury":

- a. To other "employees" arising out of and in the course of their employment;
- b. To the spouse, child, parent, brother or sister of that "employee" as a consequence of such "bodily injury" to that "employee".
- c. To you or, any of your partners or members, (if you are a partnership, joint venture), or your members (if you are a limited liability company); or
- d. Arising out of the providing or failing to provide professional health care services.

Subparagraphs a. and b. of this exclusion apply:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury.

EXCEPTION

Subparagraphs a. and b. of this exclusion do not apply if "underlying insurance" is maintained providing coverage for such liability with minimum underlying limits, as described in the Schedule of Underlying Insurance Policies.

16. Property Damage To Employee's Property

Coverage afforded any of your "employees" for "property damage" to property owned or occupied by or rented or loaned to:

- a. That "employee";
- b. Any of your other "employees";
- c. Any of your partners or members (if you are a partnership or joint venture); or
- d. Any of your members (if you are a limited liability company).

17. Uninsured Or Underinsured Motorists

Any claim for:

- a. Uninsured or Underinsured Motorists Coverage;
- b. Personal injury protection;
- c. Property protection; or
- d. Any similar no-fault coverage by whatever name called;

Unless this policy is endorsed to provide such coverage.

18. Employment Practices Liability

- a. Any injury or damage to:
 - (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as but not limited to: coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
 - (2) The spouse, child, parent, brother or sister of that person, as a consequence of any injury or damage to that person at whom any of the employment-related practices described in paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- i. Whether the injury-causing event described in part (1) above occurs before employment, during employment or after employment of that person;
- ii. Whether the "insured" may be liable as an employer or in any other capacity; and
- iii. To any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury.

19. Employee Retirement Income Security Act

Any liability arising out of intentional or unintentional violation of any provision of the Employee Retirement Income Security Act of 1974, Public Law 93-406 (commonly referred to as the Revision Act of 1974), or any amendments to them.

20. Asbestos

Any injury, damages, loss, cost or expense, including but not limited to "bodily injury", "property damage" or "personal and advertising injury" arising out of, or relating to, in whole or in part, the "asbestos hazard" that:

- a. May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard"; or
- b. Arise out of any request, demand, order, or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of any "asbestos hazard"; or
- c. Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

21. Racing And Stunting Activities

"Bodily injury" or "property damage" arising out of the ownership, operation, maintenance, use, entrustment to others, or loading or unloading of any "auto" or "mobile equipment" while being used in any:

- a. Prearranged or organized racing, speed or demolition contest;
- b. Stunting activity; or
- c. Preparation for any such contest or activity.

22. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- a. Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- b. The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit

monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

23. Limited Underlying Coverage

Any injury, damage, loss, cost or expense, including but not limited to "bodily injury", "property damage" or "personal and advertising injury" for which:

- a. an "underlying insurance" policy or policies specifically provides coverage; but
- b. because of a provision within the "underlying insurance" such coverage is provided at a limit or limits of insurance that are less than the limit(s) for the "underlying insurance" policy or policies shown on the Schedule of Underlying Insurance Policies.

24. Recording And Distribution Of Material Or Information In Violation Of Law

Any injury, damage, loss, cost or expense, including but not limited to "bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- c. The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- d. Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending,

transmitting, communicating distribution of material or information.

SECTION II - INVESTIGATION, DEFENSE, SETTLEMENT

A. With respect to "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies (whether or not the "self-insured retention" applies) and

- 1. For which no coverage is provided under any "underlying insurance"; or
- 2. For which the underlying limits of any "underlying insurance" policy have been exhausted solely by payments of "damages" because of "occurrences" during the "policy period",

We:

- 1. Will have the right and the duty to defend any "suit" against the "insured" seeking "damages" on account thereof, even if such "suit" is groundless, false or fraudulent; but our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under coverages afforded by this policy;
- 2. May make such investigation and settlement of any claim or "suit" as we deem expedient;
- 3. Will pay all expenses incurred by us, all court costs taxed against the "insured" in any "suit" defended by us and all interest on the entire amount of any judgment therein which accrues after the entry of the judgment and before we have paid or tendered or deposited in court that part of the judgment which does not exceed the applicable limit of insurance. However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed to the insured;
- 4. Will pay all premiums on appeal bonds required in any such "suit", premiums on bonds to release attachments in any such "suit" for an amount not in excess of the applicable limit of insurance, and the cost of bail bonds required of the "insured" because of an accident or traffic law violation arising out of the operation of any vehicle to which this policy applies, but we will have no obligation to apply for or furnish any such bonds;
- 5. Will pay all reasonable expenses incurred by the "insured" at our request in assisting us in the investigation or defense of any claim or "suit", including actual loss of earnings not to exceed \$500 per day per "insured";

and the amounts so incurred, except settlement of claims and "suits," are not subject to the "self-

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insured retention" and are payable in addition to any applicable limit of insurance.

The "Insured" agrees to reimburse us promptly for amounts paid in settlement of claims or "suits" to the extent that such amounts are within the "self-insured retention".

- B.** You agree to arrange for the investigation, defense or settlement of any claim or "suit" in any country where we may be prevented by law from carrying out this agreement. We will pay defense expenses incurred with our written consent in connection with any such claim or "suit" in addition to any applicable limit of insurance. We will also promptly reimburse you for our proper share, but subject to the applicable limit of insurance, of any settlement above the "self-insured retention" made with our written consent.
- C.** We will have the right to associate at our expense with the "insured" or any underlying insurer in the investigation, defense or settlement of any claim or "suit" which in our opinion may require payment hereunder. In no event, however, will we contribute to the cost and expenses incurred by any underlying insurer.

SECTION III - WHO IS AN INSURED

- A.** If you are doing business as:
1. An individual, you and your spouse are "insureds", but only with respect to the conduct of a business of which you are the sole owner.
 2. A partnership or joint venture, you are an "insured". Your members, your partners, and their spouses are also "insureds", but only with respect to the conduct of your business.
 3. A limited liability company, you are an "insured". Your members are also "insureds", but only with respect to the conduct of your business. Your managers are "insureds", but only with respect to their duties as your managers.
 4. An organization other than a partnership, joint venture or limited liability company, you are an "insured". Your "executive officers" and directors are "insureds", but only with respect to their duties as your officers or directors. Your stockholders are also "insureds", but only with respect to their liability as stockholders.
 5. A trust, you are an "insured". Your trustees are also "insureds", but only with respect to their duties as trustees.
- B.** Each of the following is also an "insured":
1. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees," other than your "executive officers" (if you are an

organization other than a partnership, (Item 12B. venture or limited liability company) or your managers (if you are a limited liability company), but only for acts:

- a. Within the scope of their employment by you or while performing duties related to the conduct of your business; and
 - b. Only if such "volunteer workers" or "employees" are insureds under "underlying insurance" with limits of liability no less than stated in the Schedule of Underlying Insurance Policies, subject to all the coverage, terms, conditions and limitations of such "underlying insurance".
- 2.** Any person or organization with whom you agreed, because of a written contract, written agreement or because of a permit issued by a state or political subdivision, to provide insurance such as is afforded under this policy, but only with respect to your operations, "your work" or facilities owned or used by you.

This provision does not apply:

- a. Unless the written contract or written agreement has been executed, or the permit has been issued prior to the "bodily injury," "property damage," or "personal and advertising injury"; and
 - b. Unless limits of liability specified in such written contract, written agreement or permit is greater than the limits shown for "underlying insurance"; or
 - c. Beyond the period of time required by the written contract or written agreement.
- 3.** Any person or organization having proper temporary custody of your property if you die, but only:
- a. With respect to liability arising out of the maintenance or use of that property; and
 - b. Until your legal representative has been appointed.
- 4.** Your legal representative if you die, but only with respect to his or her duties as such. That representative will have all your rights and duties under this policy.
- C.** With respect to "auto", any "insured" in the "underlying insurance" is an "insured" under this insurance policy, subject to all the limitations of such "underlying insurance".
- D.** Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as an "insured" if there is no

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other similar insurance available to that organization.

However:

- 1. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the "policy period", whichever is earlier;
- 2. This insurance does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- 3. This insurance does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

E. Each person or organization, not included as an "insured" in Paragraphs A., B., C., or D., who is an "insured" in the "underlying insurance" is an "insured" under this insurance subject to all the terms, conditions and limitations of such "underlying insurance".

No person or organization is an "insured" with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

With respect to any person or organization who is not an "insured" under "underlying insurance", coverage under this policy shall apply only to loss in excess of the amount of the "underlying insurance" or "self-insured retention" applicable to you.

However, coverage afforded by reason of the provisions set forth above applies only to the extent:

- (i) Of the scope of coverage provided by the "underlying insurance" but in no event shall coverage be broader than the scope of coverage provided by this policy and any endorsements attached hereto; and
- (ii) That such coverage provided by the "underlying insurance" is maintained having limits as set forth in the Schedule of Underlying Insurance Policies.

SECTION IV - LIMITS OF INSURANCE

A. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- 1. "Insureds";
- 2. Claims made or "suits" brought;
- 3. Persons or organizations making claims or bringing "suits"; or
- 4. Coverages under which damages are covered under this policy.

B. The Limit of Insurance stated as the General Aggregate Limit is the most we will pay for the sum of "damages", other than "damages":

Item 12B.

- 1. Because of injury or damage included within the "products-completed operations hazard";
 - 2. Because of "bodily injury" by disease to your "employees" arising out of and in the course of their employment by you; and
 - 3. Because of "bodily injury" and "property damage" arising out of the ownership, operations, maintenance, use, entrustment to others, loading or unloading of any "auto".
- C. The Limit of Insurance stated as the Products Completed Operations Aggregate Limit is the most we will pay for "damages" because of injury or damage included within the "products-completed operations hazard".
 - D. The Limit of Insurance stated as the Bodily Injury By Disease Aggregate Limit is the most we will pay for "damages" because of "bodily injury" by disease to your "employees" arising out of and in the course of their employment by you.
 - E. Subject to B., C., or D above, whichever applies, the Each Occurrence Limit is the most we will pay for "damages" because of all "bodily injury", "property damage", and "personal and advertising injury" arising out of any one "occurrence".
 - F. Our obligations under this insurance end when the applicable Limit of Insurance available is used up. If we pay any amounts for "damages" in excess of that Limit of Insurance, you agree to reimburse us for such amounts.
 - G. The Limits of Insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the "policy period" shown in the Declarations. However, if the "policy period" is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for the purpose of determining the Limits of Insurance.

SECTION V - NUCLEAR ENERGY LIABILITY EXCLUSION (Broad Form)

- A. The insurance does not apply:
 - 1. To "bodily injury" or "property damage":
 - a. With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - b. Resulting from the "hazardous properties" of "nuclear material" and

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with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

2. To "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material" if:

- a. The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
- b. The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an "insured"; or
- c. The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion c. applies only to "property damage" to such "nuclear facility" and any property thereat.

B. As used in this exclusion:

"Hazardous properties" include radioactive, toxic or explosive properties;

"Nuclear material" means "source material", "special nuclear material" or "by-product material";

"Source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear

facility" included under the first two paragraphs of the definition of "nuclear facility".

Item 12B.

"Nuclear facility" means:

- (1) Any "nuclear reactor";
- (2) Any equipment or device designed or used for (a) separating the isotopes of uranium or plutonium, (b) processing or utilizing "spent fuel," or (c) handling, processing or packaging "waste";
- (3) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (4) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste"; and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Property damage" includes all forms of radioactive contamination of property.

SECTION VI - CONDITIONS

A. Premium

All premiums for this policy shall be computed in accordance with Item 5 of the Declarations. The premium stated as such in the Declarations is a deposit premium only which shall be credited to the amount of any earned premium. At the close of each "policy period", the earned premium shall be computed for such period, and upon notice thereof to the Named Insured first shown in the Declarations shall become due and payable by such Named Insured.

If the total earned premium for the "policy period" is less than the premium previously paid and more than the minimum premium, we shall return to such Named Insured the unearned portion paid by such Named Insured.

The Named insured first shown in the Declarations shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to us at the end of the "policy period" and at such times during the "policy period" as we may direct.

B. Inspection And Audit

We shall be permitted but not obligated to inspect your property and operations at any

time. Neither our right to make inspections, nor the making thereof, nor any report thereon, shall constitute an undertaking on your behalf or for your benefit or that of others to determine or warrant that such property or operations are:

1. Safe;
2. Healthful; or
3. In compliance with any law, rule or regulation.

We may examine and audit your books and records at any time during the "policy period" and extensions thereof and within three years after the final termination of this policy, insofar as they relate to the subject matter of this policy.

C. Duties In The Event Of Occurrence, Claim Or Suit

1. You must see to it that we are notified as soon as practicable of an "occurrence" which may result in a claim under this policy. This requirement applies only when such "occurrence" is known to any of the following:
 - a. You or any additional insured that is an individual;
 - b. Any partner, if you or an additional insured are a partnership;
 - c. Any manager, if you or an additional insured are a limited liability company;
 - d. Any "executive officer" or insurance manager, if you or an additional insured are a corporation;
 - e. Any trustee, if you or an additional insured is a trust; or
 - f. Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

To the extent possible, notice should include:

- a. How, when and where the "occurrence" took place;
 - b. The names and addresses of any injured persons and witnesses; and
 - c. The nature and location of any injury or damage arising out of the "occurrence" or "offense".
2. If a claim is made or "suit" is brought against any insured, you must:
 - a. Immediately record the specifics of the claim or "suit" and the date received; and
 - b. Notify us in writing as soon as practicable if the claim is likely to

exceed the amount of the "self-insured retention" or "underlying insurance", whichever applies. Item 12B.

3. You and any other involved insured must:
 - a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit" involving or likely to involve a sum in excess of any "self-insured retention" or "underlying insurance", whichever applies";
 - b. Authorize us to obtain records and other information;
 - c. Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - d. Assist us, upon our request in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this policy or any "underlying insurance" or "self-insured retention" may apply.
4. No insured will, except at that insured's own cost, make or agree to any settlement for a sum in excess of:
 - a. The total limits of "underlying insurance"; or
 - b. The "self-insured retention" if no "underlying insurance" applies without our consent.
5. No insureds will, except at that insured's own cost, make a payment, assume any obligation, or incur any expenses, other than first aid, without our consent.

D. Assistance And Cooperation Of The Insured

The "insured" shall:

1. Cooperate with us and comply with all the terms and conditions of this policy; and
2. Cooperate with any of the underlying insurers as required by the terms of the "underlying insurance" and comply with all the terms and conditions thereof.

The "insured" shall enforce any right of contribution or indemnity against any person or organization who may be liable to the "insured" because of "bodily injury", "property damage" or "personal and advertising injury" with respect to this policy or any "underlying insurance".

E. Legal Action Against Us

No person or organization has a right under this policy:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

- b. To sue us on this policy unless all of its terms and those of the "underlying insurance" have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but, we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the limit of liability. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

F. Appeals

In the event the "insured" or the "insured's" underlying insurer elects not to appeal a judgment in excess of the "underlying insurance" or the "self-insured retention," we may elect to make such appeal, at our cost and expense.

If we so elect, we shall be liable in addition to the applicable Limit of Insurance, for the:

- 1. Taxable costs;
- 2. Disbursements; and
- 3. Additional interest incidental to such appeal;

But in no event will we be liable for "damages" in excess of the applicable aggregate Limit of Insurance.

If a judgment is rendered in excess of the limits of "underlying insurance" and we offer to pay our full share of such judgment, but you or your underlying insurers elect to appeal it, you, your underlying insurers or both will bear:

- a. The cost and duty of obtaining any appeal bond;
- b. The taxable costs, disbursements and additional interest incidental to such appeal; and
- c. Any increase in damages over the amount the matter could have been settled for after the verdict was entered and before the appeal was filed.

G. Other Insurance

This policy shall apply in excess of all "underlying insurance" whether or not valid and collectible. It shall also apply in excess of other valid and collectible insurance (except other insurance purchased specifically to apply in excess of this insurance) which also applies to any loss for which insurance is provided by this policy.

These excess provisions apply, whether such other insurance is stated to be:

- 1. Primary;
- 2. Contributing;
- 3. Excess; or
- 4. Contingent.

H. Transfer Of Rights Of Recovery Against Others To Us

Item 12B.

1. Transfer Of Rights Of Recovery

If the insured has rights to recover all or a part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after a loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

- a. Recoveries shall be applied to reimburse:

- (1) First, any interest (including the Named Insured) that paid any amount in excess of our limit of liability;
- (2) Second, us, along with any other insurers having a quota share interest at the same level;
- (3) Third, such interests (including the Named Insured) of whom this insurance is excess.

However, a different apportionment may be made to effect settlement of a claim by agreement signed by all interests.

- b. Reasonable expenses incurred in the exercise of rights of recovery shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

2. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the "insured" has waived any rights of recovery against any person or organization for all or part of any payment we have made under this policy, we also waive that right, provided the "insured" waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

I. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. Notice to any agent, or knowledge possessed by any agent or any other person shall not effect a waiver or a change in any part of this policy, or stop us from asserting any rights under the terms of this policy.

The Named Insured first shown in the Declarations is authorized on behalf of all "insureds" to agree with us on changes in the terms of this policy.

If the terms are changed, the changes will be shown in an endorsement issued by us and made a part of this policy.

J. Separation Of Insureds

Except with respect to the Limits of Liability, and any rights or duties specifically assigned in this policy to the Named Insured first shown in the declarations, this insurance applies:

- a. As if each Named Insured were the only Named Insured: and
- b. Separately to each insured against whom claim is made or "suit" is brought.

K. Maintenance Of Underlying Insurance

Policies affording in total the coverage and limits stated in the Schedule of Underlying Insurance Policies shall be maintained in full effect during the currency of this policy. Your failure to comply with the foregoing shall not invalidate this policy, but in the event of such failure, we shall be liable only to the extent that we would have been liable had you complied herewith.

The Named Insured first shown in the Declarations shall give us written notice as soon as practicable of any of the following:

- 1. Any change in the coverage or in the limits of any "underlying insurance", including but not limited to a change from occurrence coverage to claims made coverage;
- 2. Termination of part or all of one or more of the policies of "underlying insurance";
- 3. Reduction or exhaustion of an aggregate limit of liability of any "underlying insurance".

The "self-insured retention" shall not apply should the "underlying insurance" be exhausted by the payment of claims or "suits" which are also covered by this policy.

L. Cancellation

- 1. The Named Insured first shown in the Declarations may cancel this policy by mailing or delivering to us or to any of our authorized agents advance written notice of cancellation.
- 2. We may cancel this policy by mailing or delivering to the Named Insured first shown in the Declarations at the address shown in this policy, written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if such Named Insured fails to pay the premium or any installment when due; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
- 3. If notice is mailed, proof of mailing will be sufficient proof of notice. Notice will state the effective date of cancellation. The "policy period" will end on that date. Delivery of such notice by the Named

Insured first shown in the Declarations us will be equivalent to mailing.

- 4. If the Named Insured first shown in the Declarations cancels, the refund may be less than pro rata, but we will retain any minimum premium stated as such in the Declarations. If we cancel, the refund will be pro rata. The cancellation will be effective even if we have not made or offered a refund.

M. Non-Renewal

- 1. If we decide not to renew, we will mail or deliver to the Named Insured first shown in the Declarations, at the address shown in this policy, written notice of non-renewal at least 30 days before the end of the "policy period".
- 2. If notice is mailed, proof of mailing will be sufficient proof of notice.
- 3. If we offer to renew but such Named Insured does not accept, this policy will not be renewed at the end of the current "policy period".

N. Workers' Compensation Agreement

With respect to "bodily injury" to any officer or other employee arising out of and in the course of employment by you, you represent and agree that you have not abrogated and will not abrogate your common-law defenses under any Workers' Compensation Law by rejection of such law or otherwise. If at any time during the "policy period" you abrogate such defenses, the insurance for "bodily injury" to such officer or other employee automatically terminates at the same time.

O. Bankruptcy Or Insolvency

In the event of the bankruptcy or insolvency of the "insured" or any entity comprising the "insured", we shall not be relieved of any of our obligations under this policy.

P. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. The statements in the Schedule Of Underlying Insurance Policies are accurate and complete;
- c. The statements in a. and b. are based upon representations you made to us;
- d. We have issued this policy in reliance upon your representations; and
- e. If unintentionally you should fail to disclose all hazards at the inception of this policy, we shall not deny coverage under this policy because of such failure.

SECTION VII - DEFINITIONS

Except as otherwise provided in this section or amended by endorsement, the words or phrases that appear in quotation marks within this policy shall follow the definitions of the applicable "underlying insurance" policy.

"Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

"Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

"Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

"Covered pollution cost or expense" means any cost or expense arising out of:

- 1. Any request, demand, order or statutory or regulatory requirement; or
- 2. Any claim or "suit" by or on behalf of a governmental authority demanding

that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- (1) That are, or that are contained in any property that is:
 - a. Being transported or towed by, handled, or handled for movement into, onto or from, any "auto";
 - b. Otherwise in the course of transit by or on behalf of the "insured"; or
 - c. Being stored, disposed of, treated or processed in or upon any "auto"; or
- (2) Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto any "auto"; or
- (3) After the "pollutants" or any property in which the "pollutants" are contained are moved from any "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of an "auto", covered by the "underlying insurance" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury," "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in paragraphs 6.b and 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon an "auto" covered by the "underlying insurance" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of the "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

"Damages" include prejudgment interest awarded against the "insured" on that part of the judgment we pay.

"Damages" do not include:

- 1. Fines;
- 2. Penalties; or
- 3. Damages for which insurance is prohibited by the law applicable to the construction of this policy.

Subject to the foregoing, "damages" include damages for any of the following which result at any time from "bodily injury" to which this policy applies:

- 1. Death;
- 2. Mental anguish;
- 3. Shock;
- 4. Disability; or
- 5. Care and loss of services or consortium.

"Insured" means any person or organization qualifying as an insured in the applicable WHO IS AN INSURED provision of this policy. The insurance afforded applies separately to each "insured" against whom claim is made or "suit" is brought, except with respect to the limit of our liability under LIMITS OF INSURANCE (SECTION IV).

"Occurrence" means

- 1. With respect to "bodily injury" or "property damage": an accident, including continuous or

Named Insured: Huitt-Zollars, Inc.

repeated exposure to substantially the same general harmful conditions, and

2. With respect to "personal and advertising injury": an offense described in one of the numbered subdivisions of that definition in the "underlying insurance".

"Policy period" means the period beginning with the inception date stated as such in the Declarations and ending with the earlier of:

1. The date of cancellation of this policy; or
2. The expiration date stated as such in the Declarations.

"Self-insured retention" means the amount stated as such in the Declarations which is retained and payable by the "insured" with respect to each "occurrence".

"Underlying insurance" means the insurance policies listed in the Schedule of Underlying Insurance Policies, including any renewals or replacements thereof, which provide the underlying coverages and limits stated in the Schedule of Underlying Insurance Policies. The limit of "underlying insurance" includes:

Item 12B.

1. Any deductible amount;
2. Any participation of any "insured"; and
3. Any "self-insured retention" above or beneath any such policy;

Less the amount, if any, by which the aggregate limit of such insurance has been reduced by any payment relating to any act, error, omission, injury, damage or offense for which insurance is provided by this policy, including Medical Payments Coverage as described in the "underlying insurance." The coverages and limits of such policies and any such deductible amount, participation or "self-insured retention" shall be deemed to be applicable regardless of:

1. Any defense which any underlying insurer may assert because of the "insured's" failure to comply with any condition of its policy; or
2. The actual or alleged insolvency or financial impairment of any underlying insurer or any "insured".

The risk of insolvency or financial impairment of any underlying insurer or any "insured" is borne by you and not by us.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER
FROM OTHERS ENDORSEMENT**

Policy Number: 46 WE OL6H1G

Endorsement Number:

Effective Date: 09/01/23

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: HUITT ZOLLARS, INC.

5430 LBJ FREEWAY, SUITE 1500
DALLAS TX 75240

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.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Any person or organization for whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by _____
Authorized Representative



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

Policy Number: 46 WE OL6H1G **Endorsement Number:**
Effective Date: 09/01/23 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: HUITT ZOLLARS, INC.
5430 LBJ FREEWAY, SUITE 1500
DALLAS TX 75240

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. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

Any person or organization for whom you are required by written contract or agreement to obtain this waiver of rights from us

Countersigned by _____ Authorized Representative



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 46 WE OL6H1G

Endorsement Number:

Effective Date: 09/01/23

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: HUITT ZOLLARS, INC.

5430 LBJ FREEWAY, SUITE 1500
DALLAS TX 75240

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

- 1. Special Waiver
Name of person or organization
- Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
- 2. Operations:
All Texas Operations
- 3. Premium:
The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
- 4. Advance Premium:



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

Policy Number: 46 WE OL6H1G

Endorsement Number:

Effective Date: 09/01/23

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: HUITT ZOLLARS, INC.

5430 LBJ FREEWAY, SUITE 1500

DALLAS TX 75240

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the Company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

Policy Number: 46 WE OL6H1G

Endorsement Number:

Effective Date: 09/01/23

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: HUITT ZOLLARS, INC.

5430 LBJ FREEWAY, SUITE 1500
DALLAS TX 75240

This policy is subject to the following additional Condition:

- A. If this policy is cancelled by the Company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:

d. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

e. Employees as Insureds

- (1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

f. Lessors as Insureds

- (1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (a) The agreement requires you to provide direct primary insurance for the lessor and
 - (b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

g. Additional Insured if Required by Contract

- (1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (a) During the policy period, and
- (b) Subsequent to the execution of such written contract, and

(c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

2. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

(1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in SECTION IV- Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

3. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

- e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

7. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal

obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

8. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

11. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

12. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;

- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

15. HIRED AUTO - COVERAGE TERRITORY

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

- (6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

16. WAIVER OF SUBROGATION

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

17. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

18. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"
- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

20. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



STAFF REPORT

MEETING DATE: January 9, 2024

TITLE:

Consider action to approve Resolution No. R-2024-03 of the City Council of the City of Bastrop, Texas confirming appointment by the Mayor of Michael Kiddoo, to Place 3 of the Cultural Arts Commission, 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-2024-03 of the City Council of the City of Bastrop, Texas confirming appointment by the Mayor of Michael Kiddoo, to Place 3 of the Cultural Arts Commission, as required in Section 3.08 of the City's Charter, and establishing an effective date.

ATTACHMENTS:

- Resolution

RESOLUTION NO. R-2024-03

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, CONFIRMING APPOINTMENT BY THE MAYOR OF MICHAEL KIDDOO TO PLACE 3 OF THE CULTURAL ARTS COMMISSION, 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 Michael Kiddoo to Place 3 of the Cultural Arts Commission; 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 Michael Kiddoo to Place 3 of the Cultural Arts Commission; and

Section 2: That the City Council of the City of Bastrop confirms Mayor Nelson's appointment of Michael Kiddoo to Place 3 of the Cultural Arts Commission.

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 9th day of January 2024.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



STAFF REPORT

MEETING DATE: January 9, 2024

TITLE:

Consider action to approve Resolution No. R-2024-04 of the City Council of the City of Bastrop, Texas confirming appointment by the Mayor of Yvonne Keyrouz, to Place 5 of the Cultural Arts Commission, 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-2024-04 of the City Council of the City of Bastrop, Texas confirming appointment by the Mayor of Yvonne Keyrouz, to Place 5 of the Cultural Arts Commission, as required in Section 3.08 of the City's Charter, and establishing an effective date.

ATTACHMENTS:

- Resolution

RESOLUTION NO. R-2024-04

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, CONFIRMING APPOINTMENT BY THE MAYOR OF YVONNE KEYROUZ TO PLACE 5 OF THE CULTURAL ARTS COMMISSION, 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 Yvonne Keyrouz to Place 5 of the Cultural Arts Commission; 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 Yvonne Keyrouz to Place 5 of the Cultural Arts Commission; and

Section 2: That the City Council of the City of Bastrop confirms Mayor Nelson's appointment of Yvonne Keyrouz to Place 5 of the Cultural Arts Commission.

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 9th day of January 2024.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



STAFF REPORT

MEETING DATE: January 9, 2024

TITLE:

Consider action to approve Resolution No. R-2024-05 of the City Council of the City of Bastrop, Texas confirming appointment by the Mayor of Connie Schroeder, as a city liaison for the newly created Public Health Authority, 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:

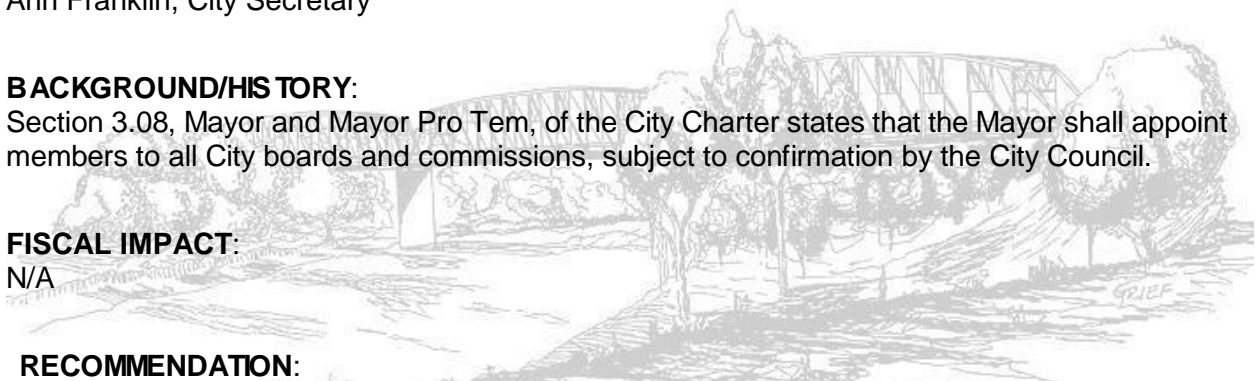
N/A

RECOMMENDATION:

Recommend approval of Resolution No. R-2024-05 of the City Council of the City of Bastrop, Texas confirming appointment by the Mayor of Connie Schroeder as the city liaison for the newly created Public Health Authority, as required in Section 3.08 of the City's Charter, and establishing an effective date.

ATTACHMENTS :

- Resolution



RESOLUTION NO. R-2024-05

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, CONFIRMING APPOINTMENT BY THE MAYOR OF CONNIE SCHROEDER AS THE CITY LIAISON TO THE NEWLY CREATED PUBLIC HEALTH AUTHORITY, 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 Connie Schroeder as the city liaison to the Public Health Authority; 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 Connie Schroeder as the city liaison to the Public Health Authority; and

Section 2: That the City Council of the City of Bastrop confirms Mayor Nelson’s appointment of Connie Schroeder.

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 9th day of January 2024.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney