

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



February 14, 2023
Regular City Council Meeting at 6:30 PM

Regular Meeting at 6:30 PM

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

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

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

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE** - Skyla Hamilton and Laraine Curry, Cedar Creek Intermediate School

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

- 3. INVOCATION** - Dale Burke, Police Chaplain

4. PRESENTATIONS

4A. Mayor's Report

4B. Council Members' Report

4C. City Manager's Report

5. WORK SESSIONS/BRIEFINGS - NONE

6. STAFF AND BOARD REPORTS - NONE

7. CITIZEN COMMENTS

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

8. CONSENT AGENDA

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

8A. Consider action to approve City Council minutes from the January 23, 2023, Joint City Council and BEDC meeting and January 24, 2023, Regular meeting.

Submitted by: Ann Franklin, City Secretary

8B. Consider action to approve Resolution No. R-2023-22 of the City Council of the City of Bastrop, Texas confirming the Mayor's appointment of David Carlson, Place 2 of the Construction Standard Board, as required in Section 3.08 of the City's Charter, and establishing an effective date.

Submitted by: Ann Franklin, City Secretary

8C. Consider action to approve Resolution No. R-2023-18 of the City Council of the City of Bastrop, Texas approving a Public Improvement Plan Agreement with HSD Bastrop Pecan Park LP, for Pecan Park Commercial Lot 5, as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

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

8D. Consider action to approve Resolution No. R-2023-17 of the City Council of the City of Bastrop, Texas authorizing a license to encroach agreement with Bastrop Grove Residential Community, Inc. to encroach into the City right-of-way to install irrigation, landscaping, signage, and mail kiosks for a residential development, as attached in Exhibit A; authorizing the City Manager to execute necessary documents; providing for a repealing clause; and establishing an effective date.

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

8E. Consider action to approve Resolution No. R-2023-19 of the City Council of the City of Bastrop, Texas, approving a construction contract with JM Pipeline, LLC. for the Riverwood Water Main (WM) Replacement – Phase I – Bastrop CDV21-0276 for a not to exceed amount of Three Hundred Fifty-Eight Thousand, Two Hundred Thirty-One Dollars (\$358,231.00); authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

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

8F. Consider action to approve Resolution No. R-2023-16 of the City Council of the City of Bastrop, Texas, supporting the application for Housing Tax Credits for the rehabilitation of the Settlement Estates, located at 149 Settlement Drive; confirming support for the application; authorizing the City Manager to grant a Two-Hundred Fifty Dollar and No Cents (\$250.00) reduction in fees for Settlement Estates to meet all program criteria; authorizing the Mayor to certify documents; and establishing an effective date.

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

9. ITEMS FOR INDIVIDUAL CONSIDERATION

9A. Consider action to approve Resolution R-2023-15 approving the City of Bastrop, Texas Library Collection Development Policy, which is attached as Exhibit A; providing for a repealing clause; and establishing an effective date.

Submitted by: Bonnie Pierson, Library Director

9B. Consider action to approve Resolution No. R-2023-21 of the City Council of the City of Bastrop, Texas, approving a professional engineering services contract with Freese and Nichols, Inc. (FNI) for the Wastewater Treatment Plant (WWTP) # 3 – Phase II (expansion) for a not to exceed amount of Three Hundred Seventy-One Thousand, One Hundred Eighteen Dollars (\$371,118.00); authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

Submitted by: Fabiola de Carvalho, Director of Engineering

- 9C. Consider action to approve Resolution No. R-2023-20 of the City Council of the City of Bastrop, Texas, approving an Amendment #5 to the Task Authorization #2, of the original Professional Services Agreement with Freese and Nichols, Inc. (FNI) to provide materials testing services for the Simsboro Water Treatment Plant, Well Field, and Transmission Facilities project for a not to exceed amount of Two Hundred Fifteen Thousand, Seven Hundred Seventy-Five Dollars (\$215,775.00); authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

Submitted by: Fabiola de Carvalho, Director of Engineering

- 9D. Consider action to approve the first reading of Ordinance No. 2023-01 of the City Council of the City of Bastrop, Texas, amending the Bastrop Code of Ordinances, Section 1.02.005 regarding termination of inactive campaign treasurer appointment; providing for repealer and severability; establishing an effective date; proper notice and meeting; and move to include on the February 28, 2023, consent agenda for a second reading.

Submitted by: Ann Franklin, City Secretary

- 9E. Consider action to approve the first reading of Ordinance No. 2023-02 of the City Council of the City of Bastrop, Texas, amending the Bastrop Code of Ordinances Article 1.04 regarding annual work plans for city boards, commissions, task forces, committees and advisory bodies; and providing for findings of fact, repealer, severability, codification, effective date, proper notice and meeting, and move to include on the February 28, 2023, agenda for a second reading.

Submitted by: Sylvia Carrillo, City Manager

- 9F. Consider action to approve the first reading of Ordinance No. 2023-03 of the City Council of the City of Bastrop, Texas, amending the Bastrop Code of Ordinances Article 1.04 regarding annual verification of attendance and residency for members of boards, commissions, task forces, committees and advisory bodies; and providing for: findings of fact, adoption, repealer, severability, establishing an effective date, proper notice and meeting, and move to include on the February 28, 2023, agenda for a second reading.

Submitted by: Sylvia Carrillo, City Manager

10. EXECUTIVE SESSION

- 10A. City Council shall convene into closed executive session pursuant to Texas Government Code sections 551.071 and 551.074 to seek the advice of legal counsel and discuss potential acquisition of real estate relating to the Simsboro Aquifer Water Treatment Plant, Well Field and Transmission Facilities project.
- 10B. City Council shall convene into closed executive session pursuant to Texas Government Codes sections 551.071 and 551.072 to seek the advice of legal counsel regarding counteroffers for real estate acquisition for the West Side Wastewater Collection System and related real estate matters.
- 10C. City Council shall convene into closed executive session pursuant to Texas Government Code sections 551.071 (Consultation with Attorney) and 551.072 (Real Property) to discuss potential land for acquisition as identified in the recent strategic planning session.

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

12. ADJOURNMENT

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

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

I, the undersigned authority, do hereby certify that this Notice of Meeting as posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Bastrop City Hall, a place of convenient and readily accessible to the general public, as well as to the City's website, www.cityofbastrop.org and said Notice was posted on the following date and time: Thursday, February 9, 2023, at 4:30 p.m. and remained posted for at least two hours after said meeting was convened.

/s/Ann Franklin
Ann Franklin, City Secretary



STAFF REPORT

MEETING DATE: February 14, 2023

TITLE:

Mayor's Report

AGENDA ITEM SUBMITTED BY:

Submitted by: Sylvia Carrillo, City Manager

POLICY EXPLANATION:

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

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

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

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

ATTACHMENTS:

1. PowerPoint

Mayor's Report

February 14, 2023



Latest Activities

Jan 20 – Feb 8

Item 4A.

Events in 2023: 41



Texas Tile Works Grand Opening



Texas Historic Commission
Anice B. Read Award of Excellence
In Community Heritage Development



Storm Mara

Planned Events

February 9 - 14

Item 4A.

- February 9 - Alive After Five
- February 10 –
 - The Refuge Event
 - “Steal Away Home” Bastrop Opera House
- February 11 –
 - Children’s Advocacy Center Fund Raiser
 - Smithville First Baptist Church Sock Hop
- February 13 – Commissioner’s Court
- February 14 –
 - Ambassador’s Banquet Debrief Meeting
 - City Council Meeting



Upcoming Events & City Meetings

Item 4A.

- February 15
 - Kidsrockinmom Fitness
 - Vote Center Advisory Committee Meeting
- February 11 –
 - Children’s Advocacy Center Fund Raiser
 - Smithville First Baptist Church Sock Hop
- February 16 –
 - CAPCOG Exec Meeting
 - Cultural Arts Gathering (Lost Pines Art Center)
- February 17
 - Ambassador’s meeting
 - Veterans Bowling Night
 - Dance Hall (Community Gardens)
- February 18 – Dorothy and Ed Skarnulis Memorial (Hampton Inn)
- February 21 – Community Support Quarterly Meeting
- February 22 – Bastrop “Day” at the Capitol
- February 23 – McCoy’s Grand Re-Opening
- February 24 – BEST Breakfast
- February 27
 - Commissioner’s Court
 - BEDC Board Meeting
- February 28 - City Council Meeting





STAFF REPORT

MEETING DATE: February 14, 2023

TITLE:

Council Members' Report

AGENDA ITEM SUBMITTED BY:

Submitted by: Sylvia Carrillo, City Manager

POLICY EXPLANATION:

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

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

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



STAFF REPORT

MEETING DATE: February 14, 2023

TITLE:

City Manager's Report

AGENDA ITEM SUBMITTED BY:

Submitted by: Sylvia Carrillo, City Manager

POLICY EXPLANATION:

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

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

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

- (1) expressions of thanks, congratulations, or condolence;
- (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: February 14, 2023

TITLE:

Consider action to approve City Council minutes from the January 23, 2023, Joint City Council and BEDC meeting and January 24, 2023, Regular meeting.

AGENDA ITEM SUBMITTED BY:

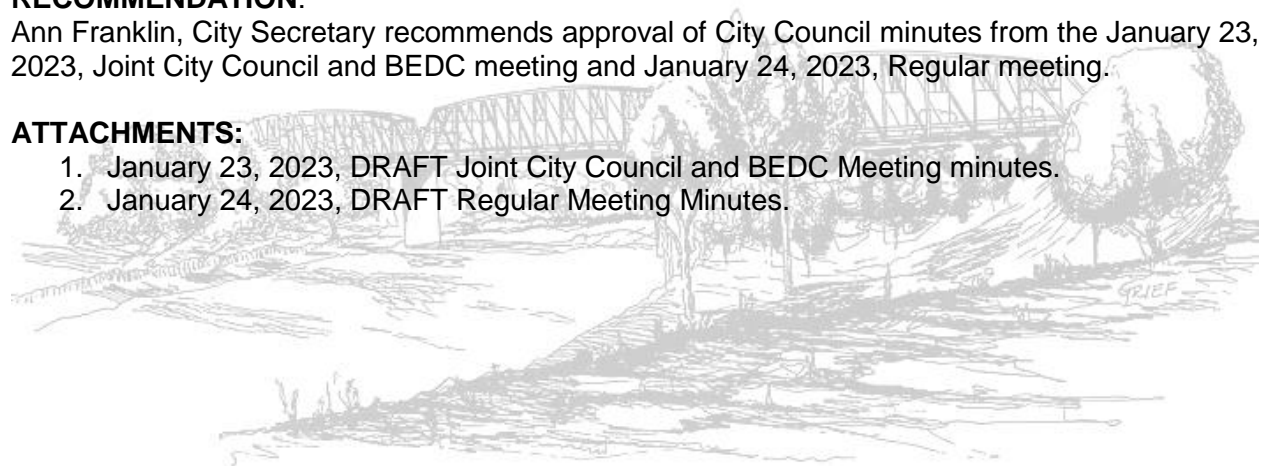
Submitted by: Ann Franklin, City Secretary

RECOMMENDATION:

Ann Franklin, City Secretary recommends approval of City Council minutes from the January 23, 2023, Joint City Council and BEDC meeting and January 24, 2023, Regular meeting.

ATTACHMENTS:

1. January 23, 2023, DRAFT Joint City Council and BEDC Meeting minutes.
2. January 24, 2023, DRAFT Regular Meeting Minutes.



**MINUTES OF JOINT MEETING WITH BASTROP CITY COUNCIL AND
BASTROP ECONOMIC DEVELOPMENT CORPORATION****JANUARY 23, 2023**

The Bastrop City Council and Bastrop Economic Development Corporation (BEDC) met in a Joint Meeting on Monday, January 23, 2023, at 6:00 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas.

Members present for the Bastrop City Council were: Mayor Schroeder, Mayor Pro Tem Rogers and Council Members Lee, Plunkett, Crouch, and Kirkland. Officers present were: City Manager, Sylvia Carrillo, Deputy City Secretary, Victoria Psencik.

Members present for BEDC were: Board Chair, Ron Spencer; Board Members Charles Washington, Jr., Jenn Wahl, Richard Smarzik and Lyle Nelson. Jeff Haladyna was absent. Officers present were: BEDC Executive Director, Bret Gardella and BEDC Attorney, Megan Santee.

CALL TO ORDER

Mayor Schroeder called the meeting of the Bastrop City Council to order with a quorum being present at 6:00 p.m.

Chair, Ron Spencer called the meeting of the BEDC Board to order with a quorum being present at 6:01 p.m.

CITIZEN COMMENTS - NONE**EXECUTIVE SESSION**

The City Council and Bastrop Economic Development Corporation met at 6:01 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, et seq, to discuss the following:

- 3A. City Council and the Bastrop Economic Development Corporation shall convene into closed executive session pursuant to Texas Government Code section 551.072 to deliberate regarding real estate acquisition for infrastructure purpose.

Mayor Schroeder recessed the Executive Session at 8:26 p.m.

Chair Spencer recessed the Executive Session at 8:28 p.m.

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

- 3A. City Council and the Bastrop Economic Development Corporation shall convene into closed executive session pursuant to Texas Government Code section 551.072 to deliberate regarding real estate acquisition for infrastructure purpose.

A motion was made by Council Member Plunkett to direct the City Manager to work with the Executive Director of the EDC to come back with a policy that both organizations can review in 60 days, seconded by Mayor Pro Tem Rogers, motion was approved on a 5-0 vote.

ADJOURNMENT

Mayor Schroeder adjourned the Bastrop City Council meeting at 8:27 p.m. without objection.

Chair Spencer adjourned the BEDC Board meeting at 8:29 p.m. without objection.

APPROVED:

ATTEST:

Mayor Connie B. Schroeder

Deputy City Secretary Victoria Psencik

The Minutes were approved on February 14, 2023, by Council Member **Name's** motion, Council Member **Name's** second. The motion was approved on a 5-0 vote.

JANUARY 24, 2023

The Bastrop City Council met in a regular meeting on Tuesday, January 24, 2023, at 6:30 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were: Mayor Schroeder and Mayor Pro Tem Rogers and Council Members Lee, Plunkett, Crouch, and Kirkland. Officers present were: City Manager, Sylvia Carrillo; City Secretary, Ann Franklin; and City Attorney, Alan Bojorquez.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

Kei Pormprasong and Case Benoit, Bastrop Middle School Student Council

INVOCATION

Mayor Connie Schroeder, gave the invocation.

PRESENTATIONS

4A. Mayor's Report

4B. Council Members' Report

4C. City Manager's Report

4D. City Attorney's Report

1. Briefing by the City Attorney's Office regarding the Bastrop Planning & Zoning Commission's continued compliance with the Texas Open Meetings Act, and legal analysis of certain public comments regarding the meeting conducted on September 29, 2022.

2. Briefing by the City Attorney's Office regarding City Attorney's representation of all city officials, boards and commissions, and legal guidance regarding communications with attorneys representing outside parties.

4E. A proclamation of the City Council of the City of Bastrop, Texas, recognizing the month of February, as Black History Month.

Submitted by: Ann Franklin

The proclamation was read into record by Mayor Schroeder and received by Council Member Lee.

WORK SESSIONS/BRIEFINGS

5A. Receive presentation from George Arimes, Intelligent Consulting, regarding the process improvement project for development standards and processes; and provide direction to staff.

Submitted by: Sylvia Carrillo, City Manager

The presentation was made by George Arimes, Intelligent Consulting.

STAFF AND BOARD REPORTS

- 6C. Receive presentation of TDA Form A1024 CDBG Section 3 Goals and Concepts as related to the CDBG Program and Grant Contract No. CDV21-0276 in the amount of \$350,000 for water line replacement in the Riverwood Drive neighborhood.
Submitted by: Tracy Waldron, Chief Financial Officer
The presentation was made by Tracy Waldron, Chief Financial Officer and Katherine Price, GrantWorks.

CITIZEN COMMENTS

SPEAKERS

**Roger Wallace Henderson
706 MLK Dr.
Bastrop, Texas 78602
(512) 303-0606**

WORK SESSIONS/BRIEFINGS CONTINUED

- 5B. Receive presentation and provide direction to staff regarding a reduction of fees for small vs large development projects.
Submitted by: Sylvia Carrillo, City Manager
The presentation was made by Sylvia Carrillo, City Manager.

ITEMS FOR INDIVIDUAL CONSIDERATION

- 9B. Consider action to approve Resolution No. R-2023-10 of the City Council of the City of Bastrop, Texas removing from office Kristi Koch as member of the Bastrop Planning and Zoning Commission; and establishing an effective date.
Submitted by: Connie Schroeder, Mayor
A motion was made by Council Member Plunkett to allow Kristi Koch to remain on the Planning and Zoning Commission with the understanding that she will recuse herself from all items related to code amendments for a period of four months, seconded by Mayor Pro Tem Rogers, motion was approved on a 5-0 vote.

STAFF AND BOARD REPORTS

- 6A. Receive presentation on the Cultural Arts Commission’s 2023 Mini Grant Recipients.
Submitted by: Candice Butts, Main Street Manager
The presentation was made by Candice Butts, Main Street Manager.
- 6B. Receive presentation on the unaudited Monthly Financial Report for the period ending December 31, 2022.
Submitted by: Tracy Waldron, Chief Financial Officer
The presentation was made by Tracy Waldron, Chief Financial Officer.

CONSENT AGENDA

A motion was made by Council Member Crouch to approve Items 8A and 8B as listed on the Consent Agenda after being read into the record by Mayor Schroeder. Seconded by Council Member Kirkland, motion was approved on a 5-0 vote.

- 8A. Consider action to approve City Council minutes from the January 10, 2023, Regular meeting.
Submitted by: Ann Franklin, City Secretary
- 8B. Consider approval of Resolution No. R-2023-11 of the City Council of the City of Bastrop, Texas cancelling the March 14, 2023, Council Meeting; establishing a repealing clause; and providing an effective date.
Submitted by: Sylvia Carrillo, City Manager

ITEMS FOR INDIVIDUAL CONSIDERATION CONTINUED

- 9A. Consider action to approve Resolution No. R-2023-09 of the City Council of the City of Bastrop, Texas approving the installation of two Murals in Bob Bryant Park authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.
Submitted by: Candice Butts, Main Street Manager
Presentation was made by Candice Butts, Main Street Manager.

A motion was made by Mayor Pro Tem Rogers to approve Resolution No. R-2023-09, seconded by Council Member Kirkland, motion was approved on a 5-0 vote.

Items 9C and 9D were approved with one motion.

- 9C. Consider action to approve Resolution No. R-2023-13 of the City Council of the City of Bastrop, Texas authorizing the City Manager to enter into an agreement with Bellamont, LLC for the purchase of real property related to future right of way currently described as Vista Puente Drive; and establishing an effective date.
Submitted by: Trey Job, Assistant City Manager
Presentation was made by Trey Job, Assistant City Manager.

A motion was made by Council Member Plunkett to approve Resolution No. R-2023-13, seconded by Council Member Lee, motion was approved on a 5-0 vote.

- 9D. Consider action to approve Resolution No. R-2023-12 of the City Council of the City of Bastrop, Texas authorizing the City Manager to enter into an agreement with IIP-TX 2, LLC for the purchase of real property related to future right of way currently described as Vista Puente Drive; and establishing an effective date.
Submitted by: Trey Job, Assistant City Manager
Presentation was made by Trey Job, Assistant City Manager.

A motion was made by Council Member Plunkett to approve Resolution No. R-2023-12, seconded by Council Member Lee, motion was approved on a 5-0 vote.

- 9E. Consider approval of Resolution No. 2023-14 of the City Council, of the City of Bastrop, Texas, authorizing the City Manager to execute an interlocal agreement with

the Bastrop Independent School District on behalf of the City providing for deferred platting for certain land use and construction projects.

Submitted by: Sylvia Carrillo, City Manager

Presentation was made by Sylvia Carrillo, City Manager.

A motion was made by Council Member Kirkland to approve Resolution No. R-2023-14, seconded by Council Member Plunkett, motion was approved on a 5-0 vote.

EXECUTIVE SESSION CONTINUED

The City Council met at 8:55 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, et seq, to discuss the following:

- 10A. City Council shall convene into closed executive session pursuant to Texas Government Codes sections 551.071 and 551.072 to seek the advice of legal counsel regarding counteroffers for real estate acquisition for the South Side Wastewater Collection System and related real estate matters.
- 10B. City Council shall convene into closed executive session pursuant to Texas Government Code Section 551.071 and Section 551.072 to seek the advice of legal counsel and to discuss the extension of a lease and deliberate the related terms of a new agreement for real property located in Fisherman’s Park.

Mayor Schroeder recessed the Executive Session at 10:11 p.m.

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

No action taken.

Adjourned at 10:11 p.m. without objection.

APPROVED:

ATTEST:

Mayor Connie Schroeder

City Secretary Ann Franklin

The Minutes were approved on February 14, 2023, by Council Member Name’s motion, Council Member Name’s second. The motion was approved on a 5-0 vote.



STAFF REPORT

MEETING DATE: February 14, 2023

TITLE:

Consider action to approve Resolution No. R-2023-22 of the City Council of the City of Bastrop, Texas confirming the Mayor's appointment of David Carlson, Place 2 of the Construction Standard Board, as required in Section 3.08 of the City's Charter, and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Ann Franklin, City Secretary

BACKGROUND/HISTORY:

Section 3.08, Mayor and Mayor Pro Tem, of the City Charter states that the Mayor shall appoint members to all City boards and commissions, subject to confirmation by the City Council.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Recommend approval of Resolution No. R-2023-22 of the City Council of the City of Bastrop, Texas confirming the Mayor's appointment of David Carlson, Place 2 of the Construction Standard Board, as required in Section 3.08 of the City's Charter, and establishing an effective date.

ATTACHMENTS:

- Resolution

RESOLUTION NO. R-2023-22

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, CONFIRMING APPOINTMENT BY THE MAYOR OF DAVID BARROW TO PLACE 2 OF THE CONSTRUCTION STANDARDS BOARD, AS REQUIRED IN SECTION 3.08 OF THE CITY’S CHARTER; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Section 3.08, Mayor and Mayor Pro Tem, of the City Charter states that the Mayor shall appoint members to all City boards and commissions, subject to confirmation by the City Council; and

WHEREAS, Mayor Connie Schroeder has appointed David Barrow to Place 2 of the Construction Standards Board; and

WHEREAS, City Council must confirm this appointment 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 Connie Schroeder has appointed David Barrow to Place 2 of the Construction Standards Board.

Section 2: That the City Council of the City of Bastrop confirms Mayor Schroeder’s appointment of David Barrow to Place 2 of the Construction Standards Board.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 14th day of February 2023.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



STAFF REPORT

MEETING DATE: February 14, 2023

TITLE:

Consider action to approve Resolution No. R-2023-18 of the City Council of the City of Bastrop, Texas approving a Public Improvement Plan Agreement with HSD Bastrop Pecan Park LP, for Pecan Park Commercial Lot 5, as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:

Jennifer C. Bills, Director of Planning & Development

BACKGROUND/HISTORY:

The Public Improvement Plan Agreement was developed as part of the City of Bastrop's Development Manual. This standardized agreement is a tool that can be used by staff. It allows a developer to establish the infrastructure costs, inspections fees and begin construction of public street and utility infrastructure. The agreement also establishes the process to record the final plat with a fiscal guaranty for the approved section of the subdivision prior to the completion of all public improvements. The cost estimates and scope of work included in the Agreement were approved with the Public Improvement Plans approved by the City Engineer.

POLICY EXPLANATION:

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

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

FUNDING SOURCE:

N/A

RECOMMENDATION:

The Director of Planning & Development recommends City Council consider action to approve Resolution No. R-2023-18 of the City Council of the City of Bastrop, Texas approving a Public Improvement Plan Agreement with HSD Bastrop Pecan Park LP, for Pecan Park Commercial Lot 5, as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution No. R-2023-18
- Exhibit A – Pecan Park Commercial Lot 5 Public Improvement Plan Agreement

RESOLUTION NO. R-2023-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING A PUBLIC IMPROVEMENT PLAN AGREEMENT WITH HSD BASTROP PECAN PARK, LP, FOR PECAN PARK COMMERCIAL LOT 5, AS ATTACHED IN EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City Council has adopted the Bastrop Building Block (B³) Code and related codes that provide a process for the standards and construction of public improvements that support the development created during the subdivision process; and

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

WHEREAS, the “Developer” known as HSD Bastrop Pecan Park LP has an approved Preliminary Plat and Public Improvement Plan for the construction of a single-family subdivision; and

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

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

Section 1: That the City Manager will execute the Public Improvement Plan Agreement attached as Exhibit A.

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

Section 3: That this Resolution shall take effect immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 14th day of February, 2023.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

CITY OF BASTROP, TEXAS
Public Improvement Plan Agreement
Pecan Park Commercial Lot 5

The State of Texas
County of Bastrop

WHEREAS, HSD Bastrop Pecan Park, LP, hereinafter referred to as, "Developer", is the developer of the following described property and desires to make certain improvements to the following lots and blocks in Pecan Park Commercial Lot 5, a development in the City of Bastrop, Texas: being 1 Block AND 1 Lot; and

WHEREAS, the said Developer has requested the City of Bastrop, a Home Rule Municipality of Bastrop County, Texas, hereinafter referred to as, "City", to provide approvals and cooperative arrangements in connection with said improvements:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That said Developer, acting herein by and through Bill Hayes, its duly authorized officer, and the City, acting herein by and through Sylvia Carrillo, its City Manager, for and in consideration of the covenants and agreements herein performed and to be performed, do hereby covenant and agree as follows regarding assurance of construction of sanitary sewer facilities (City of Bastrop), streets (City of Bastrop), public drainage (City of Bastrop), street lights (Bluebonnet Electric) and street signs (City of Bastrop); summary of applicable infrastructure (development) amounts; assurance payments to the City; payment of inspection fees; and miscellaneous provisions relating to the acceptable completion of said construction according to the Public Improvement Plans for Pecan Park Commercial Lot 5 approved by the City on January 6, 2023.

Public Improvement Plan Agreement –Pecan Park Commercial Lot 5

1.00 Assurance of Infrastructure Construction

1.10 Employment of Contractors

In accordance with this agreement, the Developer agrees to employ a general contractor or contractors in accordance with the conditions set forth in Section 4.00 for work for which the Developer is providing as stated herein and indicated in the Summary of Infrastructure (Development) Assurance Amounts, Section 2.30 on page 4 of this agreement.

1.11 Public Infrastructure Construction and Acceptance Process

- a) The Developer and the City agree that a pre-construction meeting will not be held and notice to proceed issued until the payment of the Public Improvement Inspection fees are paid to the City and a copy of the approved plan set provided to the City Construction Manager. The Public Improvement Inspection fees will be three- and one-half percent (3.5%) of the total infrastructure costs (water, wastewater, streets, sidewalks, and drainage), per the Master Fee Schedule adopted with Ordinance Number 2022-22.
- b) Upon completion of the Infrastructure, the developer must furnish the City with the following prior to acceptance and release of fiscal guarantee (if provided):
 1. As-Built/Record Drawings of Public Improvement Plans in pdf format and in CAD/GIS format;
 2. The Developer agrees to require the contractor(s) to furnish the City and County with a two (2) year maintenance bond in the name of the City, subject to City approval, for twenty five percent (25%) of the contract price of the public streets, sidewalk, and drainage improvements. The

Public Improvement Plan Agreement –Pecan Park Commercial Lot 5

maintenance bond(s) shall be submitted and approved prior to the final acceptance of the improvements;

3. Letter of Concurrence from the Design Engineer.
4. Close out documents required by the Engineering Department

(Attachment 2).

- c) Once these items are provided, the City will provide a Letter of Acceptance from the City Engineer.
- d) In order to record the Final Plat, the developer must complete one of the following:
 1. Have received a Letter of Acceptance from the City Engineer; or
 2. Provide fiscal guarantee for 125% of the outstanding Infrastructure (Development) Improvement Costs, with Engineer's Opinion of Probable Costs. This guarantee will not be released until acceptance of the Infrastructure by the City Engineer.

1.12 Payment of Miscellaneous Construction Costs

It is further agreed and understood that additional costs may be required of the Developer to cover such additional work, materials and/or other costs as may be made necessary by conditions encountered during construction and within the scope of this project.

1.13 Compliance with Tree Preservation Ordinance

The Developer is responsible to fully comply with the City's Tree Preservation Ordinance and Construction Standards during all phases of construction. The

Public Improvement Plan Agreement –Pecan Park Commercial Lot 5

Developer submitted a tree protection plan and protected tree survey showing the protected trees on site and the measures of tree protection to be employed prior to any site work on the project with Public Improvement Plans approved on January 6, 2023.

2.00 Infrastructure (Development) Improvement Costs

All infrastructure (development) improvement costs are the full responsibility of the Developer unless otherwise noted, or unless otherwise funded with a public improvement district revenue, tax increment reinvestments zone revenue, or a Chapter 380 grant, pursuant to a separate agreement. The following improvement costs have been developed using the Developer's plans and specifications and recommendations by the City in accordance with the construction guidelines set forth by the City:

2.10 Sanitary Sewer Improvements

The distribution of costs between the city and the Developer for all sanitary sewer are as follows:

	Full Project Cost	Developer Amount	City Participation
Water Facilities	\$13,867.37	\$17,334.21	\$0.00
Sanitary Sewer Facilities	\$35,251.52	\$44,064.40	\$0.00
Total Construction Cost	\$49,118.89	\$61,398.61	\$0.00

2.20 Drainage Improvements

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

	Full Project Cost	Developer Amount	City Participation
Storm Drainage Facilities	\$0.00	\$0.00	\$0.00

Public Improvement Plan Agreement –Pecan Park Commercial Lot 5

2.30 Street Improvements

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

	Full Project Cost	Developer Amount	City Participation
Streets & Sidewalks	\$119,703.80	\$149,629.75	\$0.00
Erosion Control Items	\$21,905.83	\$27,382.29	\$0.00
Street Lighting	\$3,000.00	\$3,750.00	\$0.00
Total Construction Cost	\$144,609.63	\$180,762.04	\$0.00

2.40 Summary of Infrastructure (Development) Costs Amounts

	Final Assurance Amount
Utility Facilities	\$61,398.61
Storm Drainage Facilities	\$0.00
Streets, Sidewalks & Erosion Control Improvements	\$180,762.04
Total Infrastructure Development Cost Amounts	\$242,160.65

INSPECTION FEES TO BE PAID PRIOR TO PRE-CONSTRUCTION MEETING:

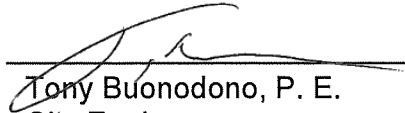
Percentage Final of Construction Improvement

		Construction Cost Amount	Inspection Fee
Streets, Sidewalks & Erosion Control Improvements	3.5%	\$144,609.63	\$5,061.34
Water	3.5%	\$13,867.37	\$485.36
Wastewater	3.5%	\$35,251.52	\$1,233.80
Drainage	3.5%	\$0.00	\$0.00
Payment to the City			\$6,780.50

Public Improvement Plan Agreement –Pecan Park Commercial Lot 5

The final construction amount is **AMOUNT \$193,728.52**, and the Public Improvement Inspection fee amount is **AMOUNT \$6,780.50**.

RECOMMENDED:

 _____ Tony Buonodono, P. E. City Engineer	01/26/2023 Date
---	--------------------

3.00 Miscellaneous Improvements

3.10 Drainage Operation and Maintenance Plan

The Developer will provide the City with a Drainage Operation and Maintenance Plan (plan) in accordance with the Stormwater Drainage Manual. The plan shall provide detailed information regarding the obligation of responsible parties for any drainage system, stormwater system, or other improvement which will not be dedicated to the City as part of this agreement. Proof of payment to the surety and that all other obligations of the developer or contractor have been met in order for the bonds to be binding upon the surety.

3.10 Sidewalks

The Developer shall be responsible for installing sidewalks along rights-of-way on open space lots and other lots that will not contain single family residential units within Pecan Park Commercial Lot 5 as shown on the approved Public Improvement Plans. All sidewalks shall be in compliance with the City's and County's Master Transportation Plan and conform to the City of Bastrop Standard Construction Details.

3.20 Screening Wall, Landscaping, and Irrigation

The Developer shall be responsible for installing screening walls, retaining walls, landscaping, and irrigation in accordance with the approved Public Improvement Plans approved on January 6, 2023.

3.30 Street Lights (Bluebonnet Electric Cooperation)

The Developer is responsible for the initial installation and maintenance of all street lights. The MUD or HOA will be responsible or obligated to maintain and/or replace any standard or non-standard street light poles.

3.40 Street Name and Regulatory Signs (City of Bastrop)

Street name and regulatory signs shall be installed by the Developer at the Developer's expense at locations specified by the City's Director of Public Works per the signage regulations in the City of Bastrop Construction Standards Manual. The signs shall conform to The State of Texas Manual on Uniform Traffic Control Devices and City requirements, including but not limited to, exact placement, sign height and block numbers. The City shall not be responsible or obligated to maintain and/or replace any non-standard sign poles, street name signs, or regulatory signs. Installation shall be completed prior to the acceptance of the subdivision.

RECOMMENDED:

<i>Curtis Hancock</i>	<u>1/26/2023</u>
Curtis Hancock	Date
Public Works Director	

3.50 Land Dedication N/A

There is no public open space or land dedication with the subdivision plat.

3.60 Impact Fees

Water Impact Fees and Wastewater Impact Fees as set forth by City ordinances will be assessed at the time of final plat recording and shall be paid by the builder, property owner, or developer at the time of Building Permit issuance for each individual lot within Pecan Park Commercial Lot 5 and shall be based on the Water and Wastewater Impact Fee for Service as set forth in the City of Bastrop Impact Fee Ordinance 2022-18 that is in effect as of this agreement.

4.00 Miscellaneous Provisions

4.10 Bonds

The developer will provide the City with proof of payment to the surety and that all other obligations of the developer or contractor have been met in order for the bonds to be binding upon the surety.

4.20 Public Liability

The Developer shall further require the contractor(s) to secure Public Liability Insurance. The amount of Insurance required shall include Public Liability, Bodily Injury and Property Damage of not less than \$100,000 one person, \$300,000 one accident and \$100,000 property damage. The minimum requirements for automobile and truck public liability, bodily injury and property damage shall also include not less than \$100,000 one person, \$300,000 one accident, and \$100,000 property damage.

The Contractor shall provide Worker's Compensation Insurance in accordance with the most recent Texas Workers' Compensation Commission's rules.

4.30 General Indemnity Provisions

The Developer shall waive all claims, fully release, indemnify, defend and hold harmless the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action, including all expenses of litigation and/or settlement which may arise by injury to property or person occasioned by error, omission, intentional or negligent act of Developer, its officers, agents, consultants, employees, invitees, or other person, arising out of or in connection with the Agreement, or on or about the property, and Developer will, at its own cost and expense, defend and protect the City and all of its officials, officers, agents, consultants,

employees and invitees in both their public and private capacities, from any and all such claims and demands. Also, Developer agrees to and shall indemnify, defend and hold harmless the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from and against any and all claims, losses, damages, causes of action, suit and liability of every kind, including all expenses of litigation, court costs and attorney fees for injury to or death of any person or for any damage to any property arising out of or in connection with this Agreement or any and all activity or use pursuant to the Agreement, or on or about the property. This indemnity shall apply whether the claims, suits, losses, damages, causes of action or liability arise in whole or in part from the intentional acts or negligence of developer or any of its officers, officials, agents, consultants, employees or invitees, whether said negligence is contractual, comparative negligence, concurrent negligence, gross negligence or any other form of negligence. The City shall be responsible only for the City's sole negligence. Provided, however, that nothing contained in this Agreement shall waive the City's defenses or immunities under Section 101.001 et seq. of the Texas Civil Practice and Remedies Code or other applicable statutory or common law. Notwithstanding anything to the contrary in this section, the Developer shall not be required to indemnify the City in the event the claims, suits, losses, damages, causes of action or liability arise in whole or in part as a result of the City's breach of this agreement or a separate agreement pertaining to the property governed by this agreement.

4.31 Indemnity Against Design Defects

Approval of the City Engineer or other City employee, official, consultant, employee, or officer of any plans, designs or specifications submitted by the Developer under this Agreement shall not constitute or be deemed to be a release of the responsibility and liability of the Developer,

its engineer, contractors, employees, officers, or agents for the accuracy and competency of their design and specifications. Such approval shall not be deemed to be an assumption of such responsibility or liability by the City for any defect in the design and specifications prepared by the consulting engineer, his officers, agents, servants, or employees, it being the intent of the parties that approval by the City Engineer or other City employee, official, consultant, or officer signifies the City's approval of only the general design concept of the improvements to be constructed. In this connection, the Developer shall indemnify and hold harmless the City, its officials, officers, agents, servants and employees, from any loss, damage, liability or expense on account of damage to property and injuries, including death, to any and all persons which may arise out of any defect, deficiency or negligence of the engineer's designs and specifications incorporated into any improvements constructed in accordance therewith, and the Developer shall defend at his own expense any suits or other proceedings brought against the City, its officials, officers, agents, servants or employees, or any of them, on account thereof, to pay all expenses and satisfy all judgments which may be incurred by or rendered against them, collectively or individually, personally or in their official capacity, in connection herewith. Notwithstanding anything to the contrary in this section, the Developer shall not be required to indemnify the City in the event the claims, suits, losses, damages, causes of action or liability arise in whole or in part as a result of the City's breach of this agreement or a separate agreement pertaining to the property governed by this agreement.

4.32 Approval of Plans

The Developer and City agree that the approval of plans and specifications by the City shall not be construed as representing or implying that improvements built in accordance therewith

shall be free of defects. Any such approvals shall in no event be construed as representing or guaranteeing that any improvement built in accordance therewith will be designed or built in a good and workmanlike manner.

Neither the City or County, nor its elected officials, officers, employees, contractors and/or agents shall be responsible or liable in damages or otherwise to anyone submitting plans and specifications for approval by the City for any defects in any plans or specifications submitted, revised, or approved, in the loss or damages to any person arising out of approval or disapproval or failure to approve or disapprove any plans or specifications, for any loss or damage arising from the non-compliance of such plans or specifications with any governmental ordinance or regulation, nor any defects in construction undertaken pursuant to such plans and specifications.

4.33 Venue

Venue of any action brought hereunder shall be in the City of Bastrop, Bastrop County, Texas.

4.40 Dedication of Infrastructure Improvements

Upon final acceptance of PECAN PARK COMMERCIAL LOT 5, the public streets and sidewalks shall become the property of the City.

4.60 Assignment

This agreement, any part hereof, or any interest herein shall not be assigned by the Developer without written consent of the City Manager, said consent shall not be unreasonably withheld, and it is further agreed that such written consent will not be granted for the assignment, transfer, pledge and/or conveyance of any refunds due or to become due to the Developer except that such assignment, transfer, pledge and/or conveyance shall be for the full amount

of the total of all such refunds due or to become due hereunder nor shall assignment release assignor or assignee from any and all Development assurances and responsibilities set forth herein.

4.70 Conflicts

In the event of a conflict between this agreement and that certain MOU AGREEMENT between the City of Bastrop and DM Pecan Park Associates, Ltd effective December 12, 2013, (the "MOU Agreement"), and amended August 4, 2022 ("the MOU Amendment") the MOU Agreement, as amended, shall control. Nothing in this agreement shall be construed as amending the Development Agreement.

Attachment 2

IN TESTIMONY WHEREOF, the City of Bastrop has caused this instrument to be executed in duplicate in its name and on its behalf by its City Manager, attested by its City Secretary, with the corporate seal of the City affixed, and said Developer has executed this instrument in duplicate, at the City of Bastrop, Texas this the __ day of _____, 2023.

PECAN PARK COMMERCIAL LOT 5

City of Bastrop, Texas



Bill Hayes
HSD BASTROP PECAN PARK, LP

Sylvia Carrillo, ICMA-CM, CPM
City Manager

ATTEST:

Ann Franklin
City Secretary

Date

APPROVED AS TO FORM:

Alan Bojorquez
City Attorney

Date

Distribution of Originals: Developer
 City Secretary
 Planning and Development Department

**COST ESTIMATE - PIPA
PECAN PARK COMMERCIAL - LOT 5**

Item 8C.

ITEM	DESCRIPTION				
	I. STREET ITEMS	CBD QTY	UNIT	COST	AMOUNT
1	Subgrade Preparation, 3' to 3' Back of Curb, complete and in place per square yard	1,320	SY	\$2.04	\$2,692.80
2	8" Base, 3' to 3' BOC to BOC complete and in place per square yard	1,320	SY	\$14.00	\$18,480.00
3	6" 3,500 PSI Reinforced Concrete w/ #3 Bars @ 18" O.C. Each complete and in place per square yard	977	SY	\$75.00	\$73,275.00
4	6' Sidewalks - Stained, Salted & Stamped complete and in place per linear foot	400	LF	\$30.00	\$12,000.00
5	6" Stand Up Curb and Gutter, complete and in place per linear foot	800	LF	\$16.57	\$13,256.00
6	Street Light complete in place per each	1	EA	\$3,000.00	\$3,000.00
SUBTOTAL STREETS ITEMS					\$122,703.80

	II. WATER ITEMS	CBD QTY	UNIT	COST	AMOUNT
1	Tie to existing complete and in place per each	1	EA	\$1,500.00	\$1,500.00
2	8" C-900 DR-14, complete and in place per linear foot	10	LF	\$65.00	\$650.00
3	8" Gate Valve, w/ Box complete and in place per each	1	EA	\$2,095.87	\$2,095.87
4	12" C900 DR-14 PVC complete and in place per linear foot	20	LF	\$85.00	\$1,700.00
5	12" Gate Valve, w/ Box complete and in place per each	1	EA	\$3,500.00	\$3,500.00
6	Trench Safety, complete and in place per linear foot	10	LF	\$1.00	\$10.00
7	Water Main offset Staking performed by CBD, Inc., complete and in place per lump sum	1	LS	\$4,411.50	\$4,411.50
SUBTOTAL WATER INTERIOR TRACT ITEMS:					\$13,867.37

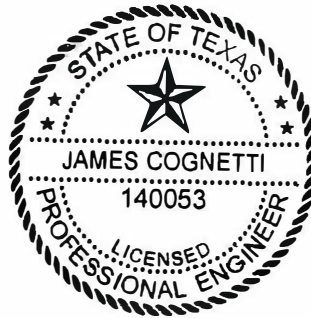
COST ESTIMATE - PIPA
 PECAN PARK COMMERCIAL - LOT 5

Item 8C.

III. WASTEWATER ITEMS		CBD QTY	UNIT	COST	AMOUNT
1	Core into Existing Manhole, repair included complete in place per each	1	EA	\$5,000.00	\$5,000.00
2	8" SDR 26 PVC Gravity Line (All Depths) complete and in place per linear foot	321	LF	\$58.00	\$18,618.00
3	4' Wastewater Manhole w/ bolted lid, complete and in place per each	2	EA	\$5,637.00	\$11,274.00
4	Trench Safety, complete and in place per linear foot	321	LF	\$1.12	\$359.52
SUBTOTAL WASTEWATER INTERIOR TRACT ITEMS:					\$35,251.52

IV. EROSION CONTROL ITEMS		CBD	UNIT	COST	AMOUNT
1	Revegetation of R.O.W., Easements and All Disturbed Areas complete and in place per square yard	667	SY	\$2.00	\$1,333.33
2	Revegetation of channel - Seed & Topsoil, and rolled matting complete and in place per square yard	667	SY	\$3.60	\$2,400.00
3	Stabilized Construction Entrance, complete and in place per each	1	EA	\$1,500.00	\$1,500.00
4	Concrete Wash-Out Area complete and in place per each	1	EA	\$610.00	\$610.00
5	Install and Maintain Silt Fence, complete and in place per linear foot	550	LF	\$2.75	\$1,512.50
6	LOC Staking performed by CBD, Inc., complete and in place per lump sum	1	LS	\$14,550.00	\$14,550.00
SUBTOTAL EROSION CONTROL MAJOR TRACT ITEMS:					\$21,905.83

TOTAL MAJOR TRACT ITEMS					\$193,728.52
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CARLSON, BRIGANCE & DOERING, INC.
 ID# F3791

James Cognetti
 1.17.23

Attachment 2



SUBDIVISION ACCEPTANCE

CHECKLIST

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

DOCUMENTS TO BE SUBMITTED PRIOR TO SCHEDULING THE SUBSTANTIAL WALKTHROUGH: *(all*

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

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

Attachment 2

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

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

Attachment 2

Fees		
Asset Form	Electronic	Contact the City of Bastrop's City Engineering and Capital Project Management Department for most current Asset form

Attachment 2

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

MEETING DATE: February 14, 2023

TITLE:

Consider action to approve Resolution No. R-2023-17 of the City Council of the City of Bastrop, Texas authorizing a license to encroach agreement with Bastrop Grove Residential Community, Inc. to encroach into the City right-of-way to install irrigation, landscaping, signage, and mail kiosks for a residential development, as attached in Exhibit A; authorizing the City Manager to execute necessary documents; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:

Jennifer C. Bills, AICP, LEED AP, Director of Planning & Development

BACKGROUND/HISTORY:

The applicant is requesting a license to encroach in the right-of-way in order to place a subdivision entry sign at the intersection of FM 304 and Greenleaf Fisk Drive, place mailbox kiosks and install landscaping and irrigation (Exhibit A of the License Agreement). The subdivision has 321 residential lots, with multiple open space/private park lots. This property was platted in three phase, in 2021 and 2022. Homes are currently under construction in all three phases. The licensee is responsible for the maintenance of all encroachments and must remove them if not maintained. The agreement cannot be transferred to a new licensee without approval of the City.

POLICY EXPLANATION:

A License to Encroach Agreement is reviewed and approved by Council.

FUNDING SOURCE:

N/A

RECOMMENDATION:

Consider action to approve Resolution No. R-2023-17 of the City Council of the City of Bastrop, Texas authorizing a license to encroach agreement with Bastrop Grove Residential Community, Inc. to encroach into the City right-of-way to install irrigation, landscaping, signage, and mail kiosks for a residential development, as attached in Exhibit A; authorizing the City Manager to execute necessary documents; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution R-2023-17
- Exhibit A – License to Encroachment Agreement

RESOLUTION NO. R-2023-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AUTHORIZING A LICENSE TO ENCROACH AGREEMENT WITH BASTROP GROVE RESIDENTIAL COMMUNITY, INC. TO ENCROACH INTO THE CITY RIGHT-OF-WAY TO INSTALL IRRIGATION, LANDSCAPING, SIGNAGE, AND MAIL KIOSKS FOR A RESIDENTIAL DEVELOPMENT, AS ATTACHED IN EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop City Council understands the benefit of having developable residential lots within the City; and

WHEREAS, the City of Bastrop City Council understands that housing density provides increased housing opportunities and fiscal sustainability to the City; and

WHEREAS, the improvements that will be installed will enhance the residential neighborhood with landscaping and street trees, and wayfinding with a neighborhood entry way sign, which will be maintained by the developer.

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

Section 1. The City Manager is hereby authorized to execute a License to Encroach Agreement between the City of Bastrop and Bastrop Grove Residential Community, Inc, to construct signage, landscaping, irrigation, and mail kiosks, as shown in Exhibit A which is attached and incorporated herein.

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop, Texas this 14th day of February 2023.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

LICENSE TO ENCROACH AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF BASTROP §

This is a license agreement for the use of certain rights-of-way (Exhibit A) located adjacent to Cattail Lane, Greenleaf Fisk Drive, Bullhead Road, Smallmouth Road, and Largemouth Lane, Black Buffalo Road, and Hunters Point Road also known as Bastrop Grove HOA Improvements, and encroachments of right-of-way (Exhibits B-N) between the City of Bastrop, acting by and through its City Manager (hereinafter “City”) and Bastrop Grove Residential Community, Inc.(hereinafter “Licensee”). Collectively, City and Licensee will be referred to as the “Parties.”

RECITALS

The Parties acknowledge and agree on the following:

1. City is the owner of the public right-of-way as described on Exhibits B through N (“the Property).
2. The encroachment is located adjacent to the parcel on which Licensee conducts activities.
3. It is in the best interests of City to have access to the existing and future infrastructure while allowing for encroachment of private property into the right-of-way.
4. The City finds that this Agreement will have negligible negative impacts on the public’s use of the right-of-way for the allowed encroachments.
5. This Agreement is supported by full and adequate consideration.

TERMS OF THE AGREEMENT

In consideration of the recitals and mutual covenants and agreements contained in this Agreement, the Parties agree to the following terms:

ARTICLE 1

PREMISES AND PRIVILEGES

For and in consideration of the terms, conditions, and covenants of this Agreement to be performed by Licensee, all of which Licensee accepts, City authorizes and permits Licensee to have the non-exclusive use of the right-of-way for the encroachments as shown in Exhibit A. The herein described privileges are not transferable without written consent of the City and subject to the term of the agreement described in Article 2. Licensee accepts the condition of the Property as is, where is, in its condition as of the effective date of this Agreement with no expectation that City will incur any expense in connection with the Property.

ARTICLE 2

TERM

The term of this Agreement shall be for a period of one year, beginning on the effective date of this Agreement. Unless and until the Agreement is terminated, this Agreement will renew itself automatically on each anniversary of the Agreement for an additional one-year term.

- A. The City may terminate this agreement without cause.

ARTICLE 3

OBLIGATIONS OF LICENSEE

In addition to any other obligations imposed by this Agreement, Licensee accepts and will perform the following obligations:

1. Licensee shall not deny access to utility or tele-communication providers.
2. Licensee shall neither construct nor permit any buildings, structures or improvements other than those listed in this agreement without approval of the City of Bastrop in writing.
3. Licensee shall maintain the encroachments allowed by this agreement. If not maintained the Licensee shall remove the encroachments.
4. Licensee agrees all future work within the right-of-way will require a request through the permit process, and approval by the Public Works Director or Building Official.
5. Licensee acknowledges that City may desire to repair, repave, or otherwise improve the right-of-way. In this event, Licensee shall allow the City access for such period of time as is necessary. The City also retains the right to access the property for all other rights incidental to and necessary in connection with any utility lines or facilities which may be located on or under the Property.
6. Signage, irrigation, mail kiosks, and landscaping in the right-of-way, as shown in Exhibit A will need to go through the permitting process prior to installation.
7. No fencing or other structures will be permitted to extend into the right-of-way.

ARTICLE 4

NOT A CONVEYANCE OF REAL PROPERTY INTEREST

The Parties agree and acknowledge that this Agreement is not a conveyance or transfer of any tenancy, leasehold, or ownership interest of any kind in the Right-of-Way.

ARTICLE 5

NO LIABILITY FOR CITY

The Parties agree that City shall have no liability for any losses or damages, direct or consequential, resulting from the loss of any things on the Property, real or personal, whether by theft, vandalism, negligence, act of God, or other event or occurrence.

ARTICLE 6

NO ASSIGNMENT

Licensee shall not assign this Agreement without the prior written consent of the City.

ARTICLE 7

TERMINATION

This Agreement shall terminate upon the occurrence of any of the following:

1. Either the City or the Licensee may terminate this Agreement without cause by submitting thirty (30) days written notice of such to the other Party.
2. Licensee defaults in the performance of its obligations under this Agreement, if such default continues for a period of ten (10) days after written notice of the default to Licensee by City.

Upon termination of this Agreement, Licensee shall remove all things placed within the right-of-way by Licensee or its agents, servants, or employees. Licensee shall restore the rights-of-way as nearly as practical to its condition prior to the initial execution of this Agreement.

The failure of City to declare this Agreement in default shall not operate to bar or waive the right of City to terminate this Agreement because of any subsequent violation of the Agreement.

ARTICLE 8

MISCELLANEOUS GENERAL PROVISIONS

- A. Attorney’s Fees. In any action brought for the enforcement of the obligations in this Agreement, the prevailing party shall be entitled to recover interest and reasonable attorney’s fees.
- B. Misrepresentation. All terms and conditions with respect to this Agreement are expressly contained in this document. Licensee agrees that no representative or agent of the City has made any representation or promise with respect to this Agreement not expressly contained in the Agreement.
- C. Paragraph Headings. The paragraph headings are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.
- D. Notices. Notices that are sent pursuant to any provision of this Agreement, at a minimum, shall be sent to the following:

City:

The City of Bastrop
ATTN: City Secretary
1311 Chestnut Street
Bastrop, TX 78602

Licensee:

Bastrop Grove Residential Community, Inc.
ATTN: Stacy Jackson
11950 Jollyville Road
Austin, Texas 78759

- E. Choice of Law and Venue. This Agreement is made and entered into by the Parties in Bastrop, Bastrop County, Texas, and is intended to be performed in Bastrop. This

Agreement shall be construed in accordance with the laws of the State of Texas and the venue of any suits arising from this Agreement shall be Bastrop County, Texas.

- F. Entire Agreement and Amendment: This Agreement including all exhibits constitutes the full and entire understanding and agreement between the Parties and supersedes any prior or contemporaneous written or oral agreements between the Parties. This Agreement may not be amended except by a written instrument signed by both Parties.
- G. Rights and Remedies Cumulative: The rights and remedies provided by this Agreement are cumulative; and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. The rights and remedies provided in this Agreement are given in addition to any other rights the Parties may have by law, statute, ordinance, or otherwise.
- H. Agreement Approval: Each Party represents and warrants that all necessary approvals for this Agreement have been obtained, and the persons whose signatures appear below have the authority necessary to execute this Agreement on behalf of the Parties indicated.
- I. Originals: This Agreement may be executed in multiple or duplicate originals. A duplicate original or copy of this Agreement is as fully enforceable as an Original, whether the document is “hard copy” or electronic. This Agreement may be signed and a PDF copy of the document transmitted electronically which shall then constitute an original signature on the document.
- J. Effective Date: The effective date of this Agreement shall be on the date of the last signature by a Party.

[SIGNATURES ON FOLLOWING PAGE]

AGREED:

City of Bastrop, Texas

By: _____ Date: _____
Sylvia Carrillo, ICMA-CM, CPM
City Manager

THE STATE OF TEXAS §
 §
COUNTY OF BASTROP §

This instrument was acknowledged before me on this the _____ day of _____, 2023, by _____, the _____ and the duly authorized representative of the City of Bastrop.

Notary Public, State of Texas

My Commission Expires: _____

AGREED:

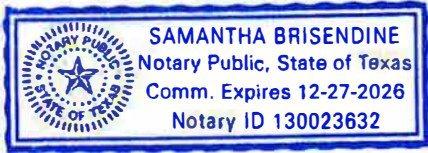
By: Chase Kohlhoff
Chase Kohlhoff,
Bastrop Grove Residential Community, Inc.
Director

Date: 01.27.2023

THE STATE OF TEXAS §
 §
COUNTY OF BASTROP §

This instrument was acknowledged before me on this the 27th day of January, 2023, by Chase Kohlhoff, the Director and the duly authorized representative of the City of Bastrop.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27th day of January, 2023.



Samantha Brisendine
Notary Public, State of Texas

My Commission Expires: 12-27-2026

LANDSCAPE IMPROVEMENT PLAN FOR:

BASTROP GROVE

BASTROP, TEXAS 78602

Bastrop County

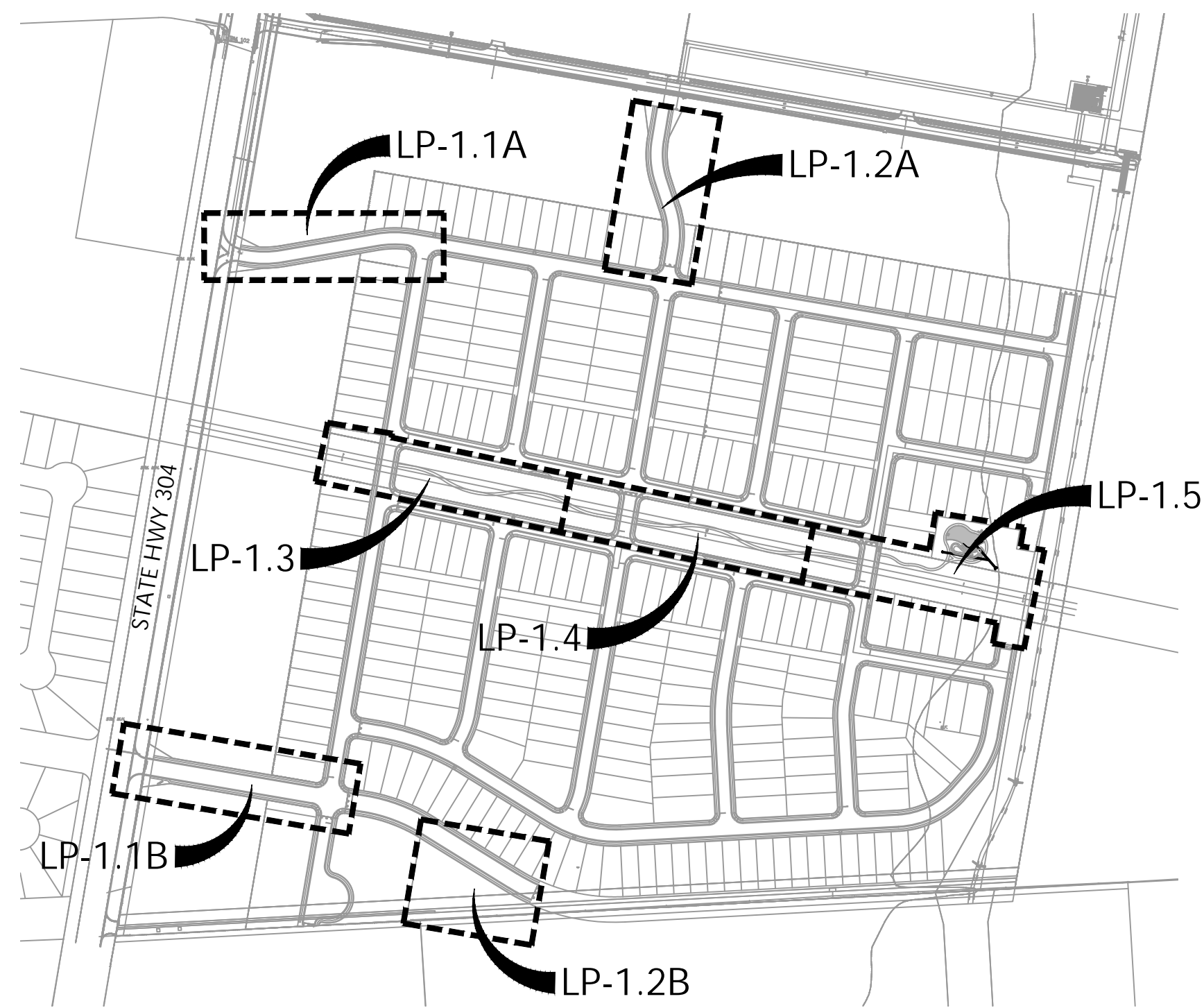
January 11, 2022

PREPARED FOR:



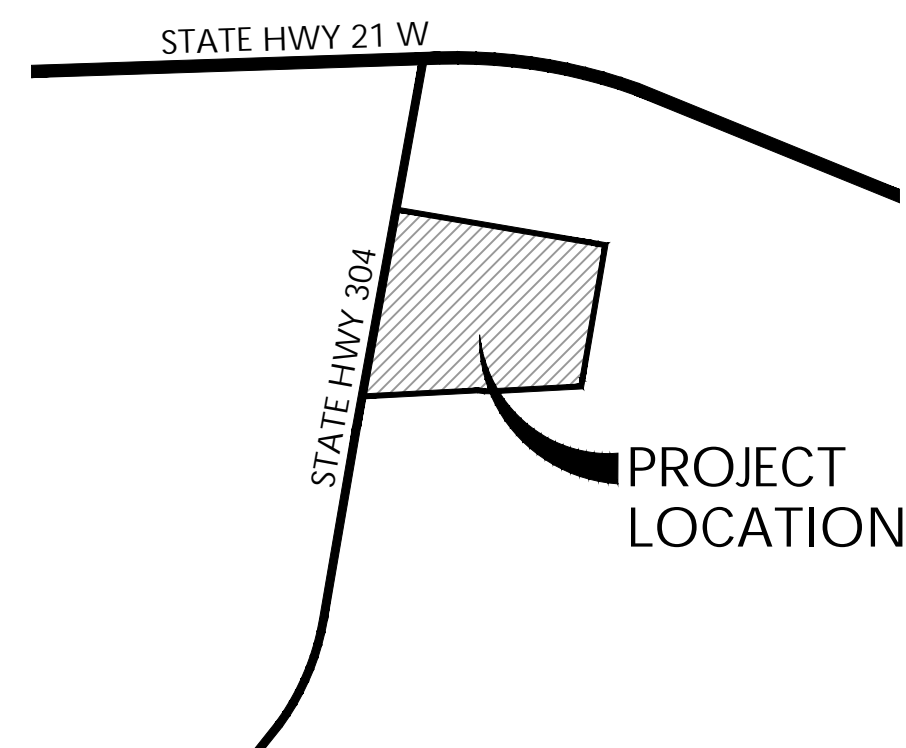
LENNAR HOMES
13620 N. FM 620
BUILDING B, SUITE 150
AUSTIN, TX 78757

512.418.0258



SHEET KEY

NOT TO SCALE



LOCATION MAP

NOT TO SCALE



SEC Planning, LLC

Austin, Texas

LAND PLANNING
LANDSCAPE ARCHITECTURE
COMMUNITY BRANDING

4201 W. Parmer Lane Bldg A Suite 220
Austin, TX 78727
T 512.246.7003

www.secplanning.com
Email : info@secplanning.com



01/11/2022



TEXAS LAW PRESCRIBES REFERENCE TO NOTICE PRIOR TO DIGGING. UNLESS OTHERWISE NOTICED AND MARKED, ALL BEFORE YOU DIG, MEASURE THE REQUIRED AMOUNT OF TIME, RESPECT THE MARKS, AND DIG WITH CARE! THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MAY OCCUR BY A FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

INDEX OF SHEETS

SHEET NO.	TITLE	REVISED SHEETS
COVER		
LN-1	NOTES	
L-1.0	OVERALL HARDSCAPE PLAN	01/11/2022
L-2.0	PARK GRADING PLAN	11/01/2021
LD-1	HARDSCAPE DETAILS	01/11/2022
LD-2	HARDSCAPE DETAILS	10/22/2021
LD-3	HARDSCAPE DETAILS	01/11/2022
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LP-1.2	PLANTING PLAN	
LP-1.3	PLANTING PLAN	
LP-1.4	PLANTING PLAN	
LP-1.5	PLANTING PLAN	
LPD-1	PLANTING DETAILS	

Project No. : 210052-LETX

Issue	Revision
1 08/06/2021 - 75% REVIEW SET	1 10/22/2021 - FENCE UPDATE
2 10/08/2021 - BID SET	2 11/01/2021 - REVISION 2
3	3 01/11/2022 - SIGN LOCATION
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11	11
12	12

Drawn By: BE

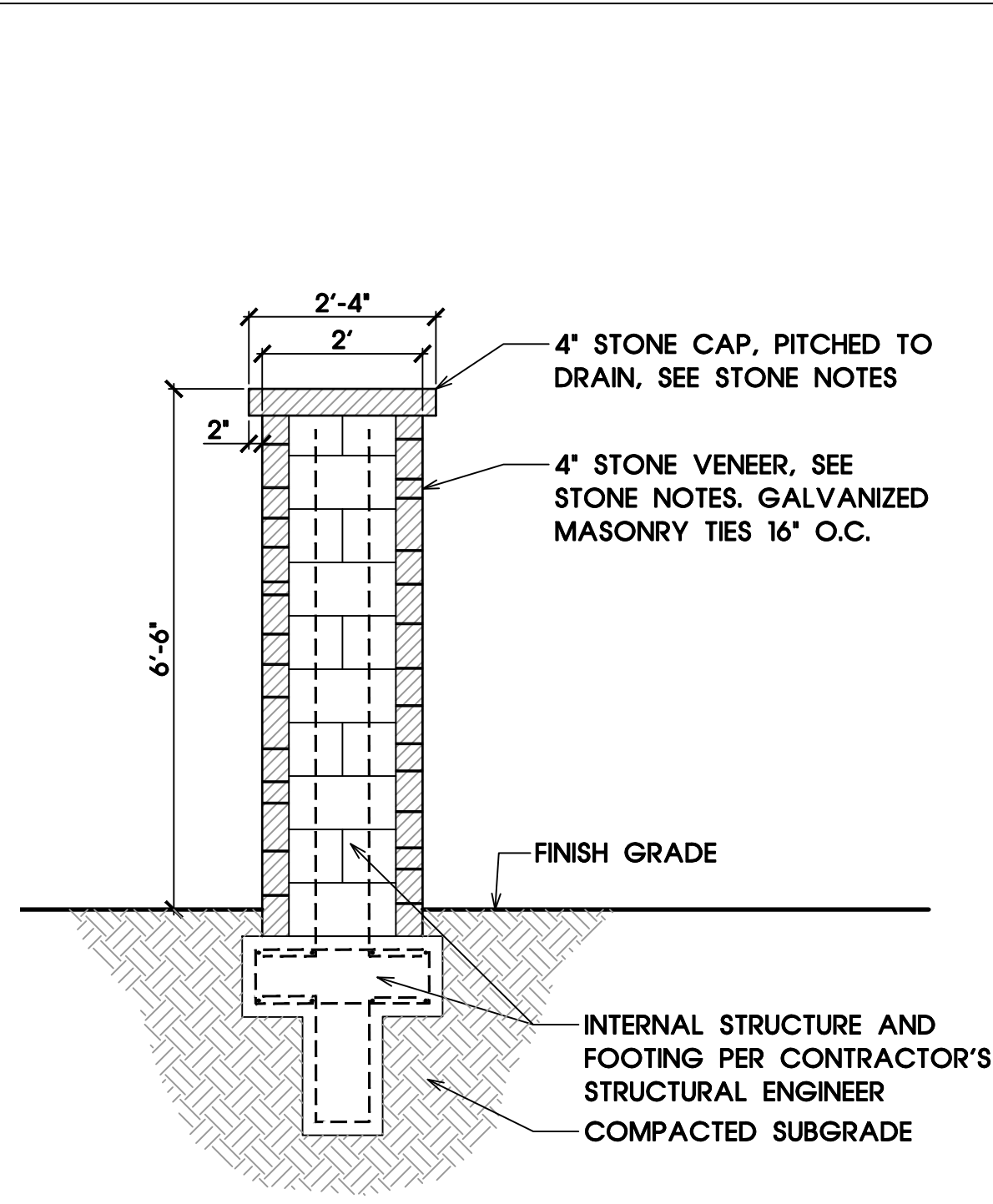
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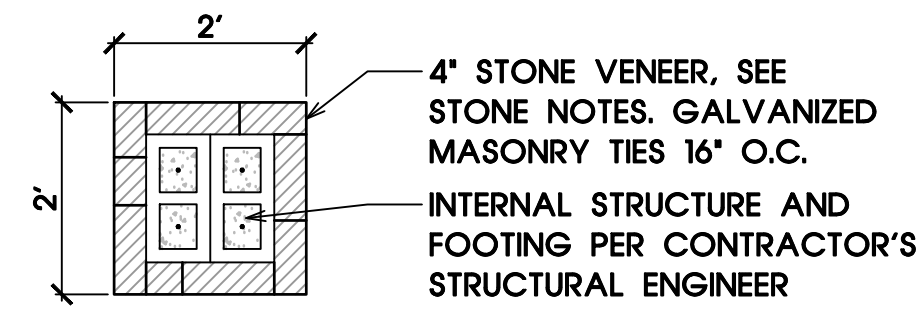
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Statement of Jurisdiction

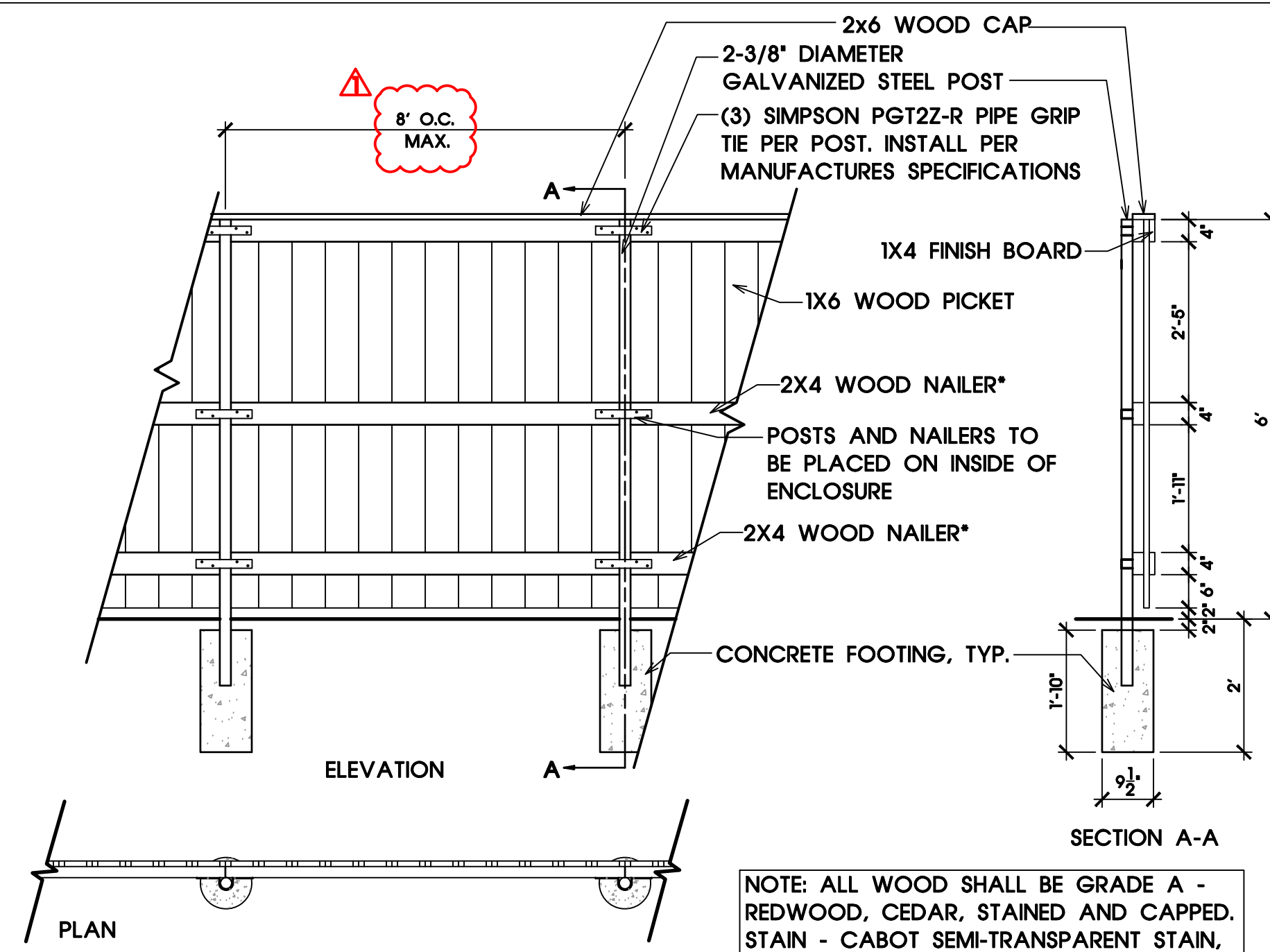
The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as landscape architects in Texas. The Texas Board of Architectural Examiners may be contacted by post at 333 Guadalupe, Suite 2-350, Austin, Texas 78701, by phone at (512) 305-9000 or fax (512) 305-8900.



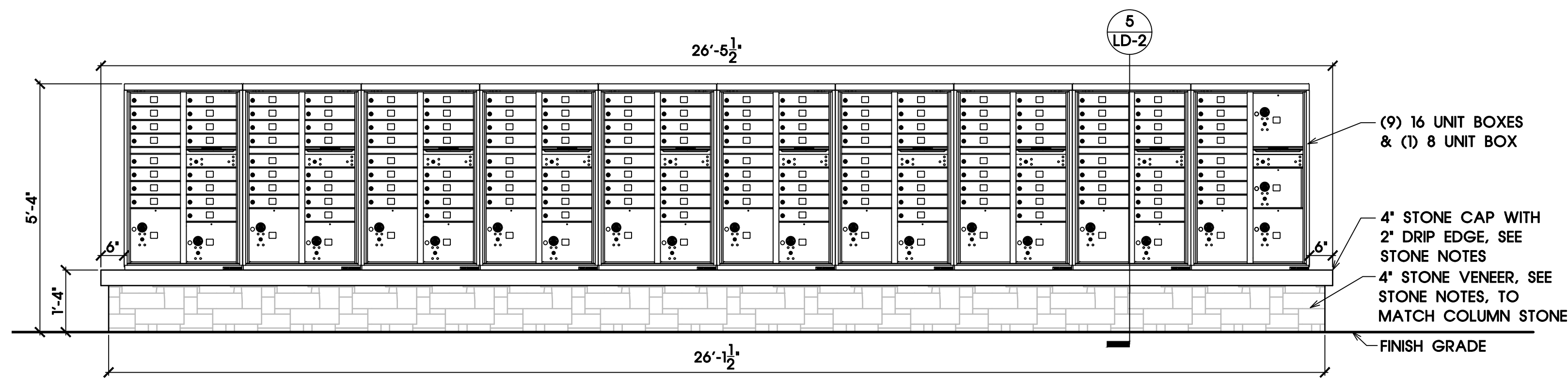
1 **STONE COLUMN - SECTION ELEVATION**
SCALE 1/2" = 1'-0"



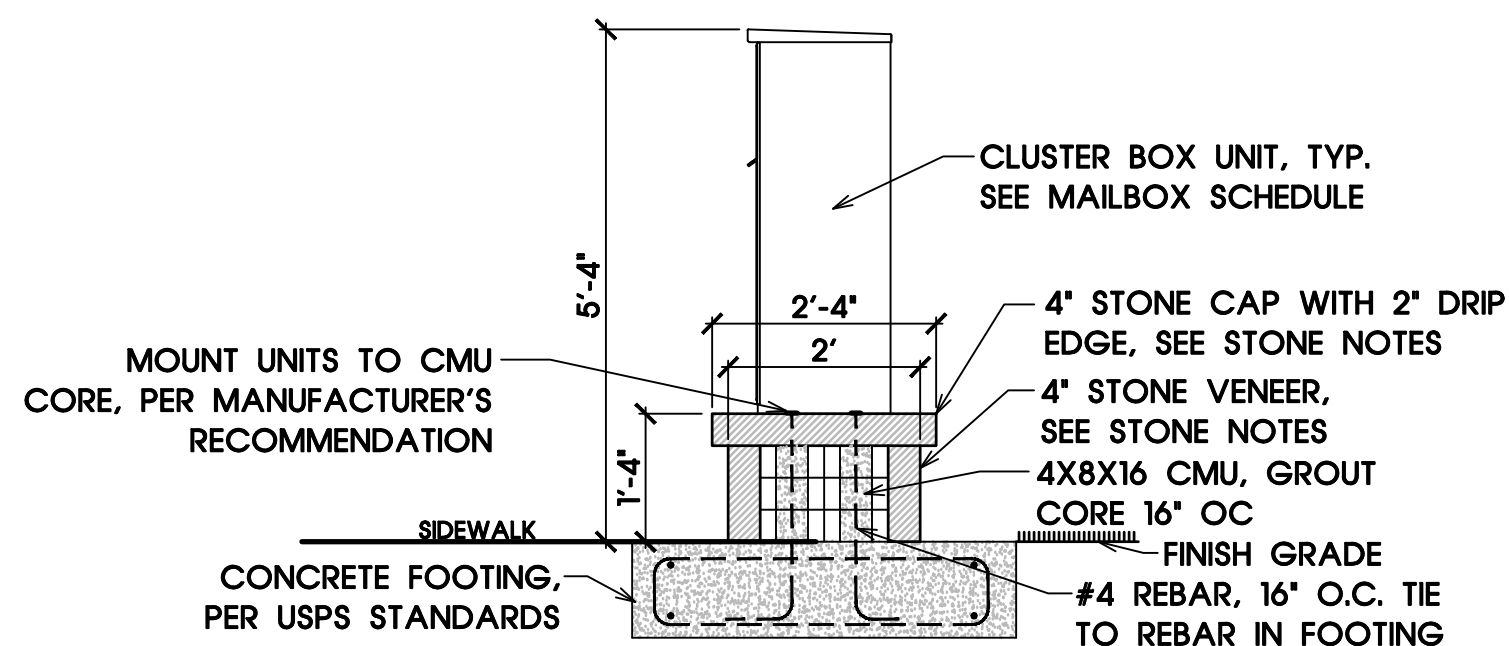
2 **STONE COLUMN - PLAN SECTION**
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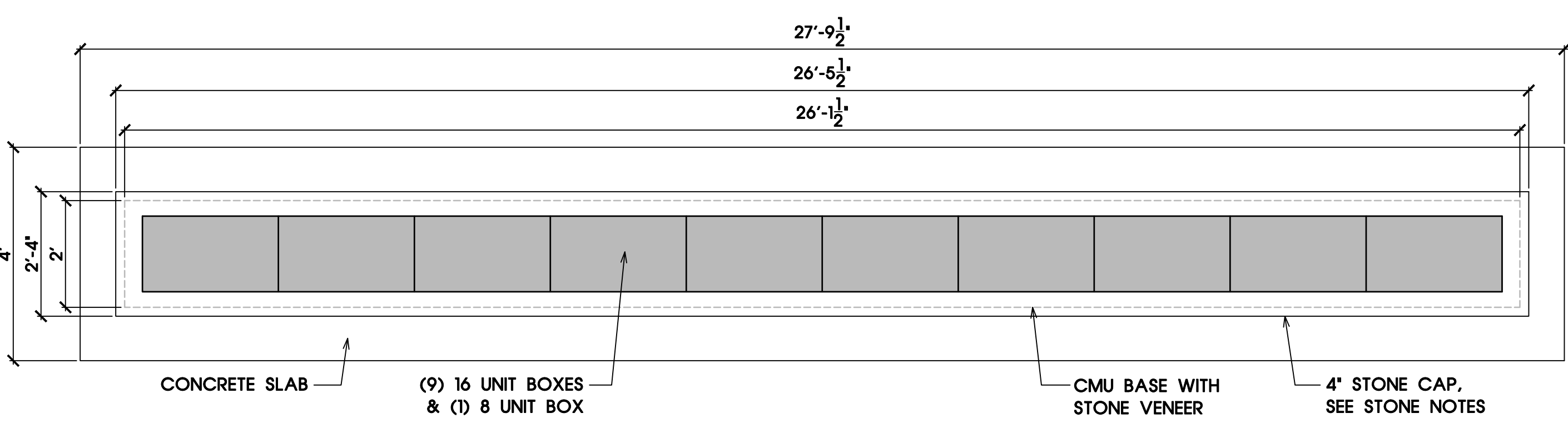
3 **WOOD CAPPED FENCE**
SCALE 1/2" = 1'-0"



4 **MAIL KIOSK A ELEVATION**
SCALE 1/2" = 1'-0"



5 **MAIL KIOSK SECTION**
SCALE 1/2" = 1'-0"



6 **MAIL KIOSK A PLAN**
SCALE 1/2" = 1'-0"

STONE NOTES

4" STONE VENEER
AVAILABLE AT ESPINOZA STONE, PH: 512-930-1398
TYPE: BUFF LUEDERS CHOPPED
CUT: SAWN TOP AND BOTTOM, CHOPPED FACE
PATTERN: RANDOM ASHLAR
MORTAR: TO MATCH LIGHTEST STONE COLOR

4" STONE CAP
AVAILABLE AT ESPINOZA STONE, PH: 512-930-1398
TYPE: LUEDERS LIMESTONE
COLOR: CREAM

CONTRACTOR SHALL PROVIDE 4'X4' MOCK-UPS OF STONE VENEER AND CAPS. ALL MOCK-UPS AND SAMPLES SHALL BE APPROVED BY OWNER AND LANDSCAPE ARCHITECT PRIOR TO ORDERING/FABRICATION.

SEC Planning, LLC
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LENNAR
13620 N. FM 620
Building 55 Suite 150
Austin, Texas 78757
T: 512.418.0258

10/22/2021

BASTROP GROVE
LANDSCAPE IMPROVEMENT PLANS
BASTROP, TEXAS 78602

Drawing File Name
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Issued:	
1 75% REVIEW SET	08/06/2021
2 BID SET	10/08/2021
3	
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Revisions:	
1 FENCE UPDATE	10/22/2021
2	
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Issue Date:	10/22/2021

Drawn By: BE
Reviewed By: CM

Project No.
210052-LETX

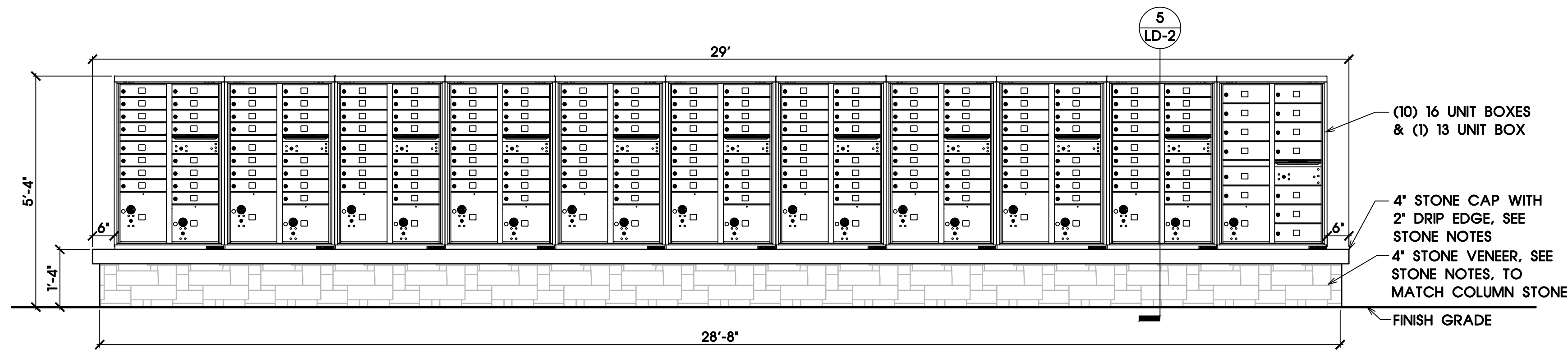
HARDSCAPE DETAILS

Sheet No.
LD-2 of

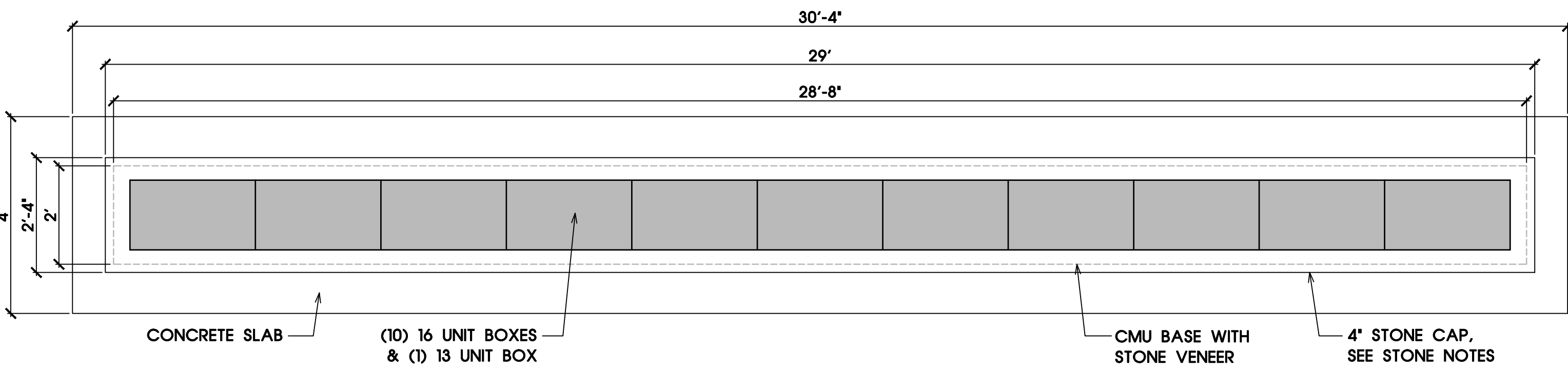
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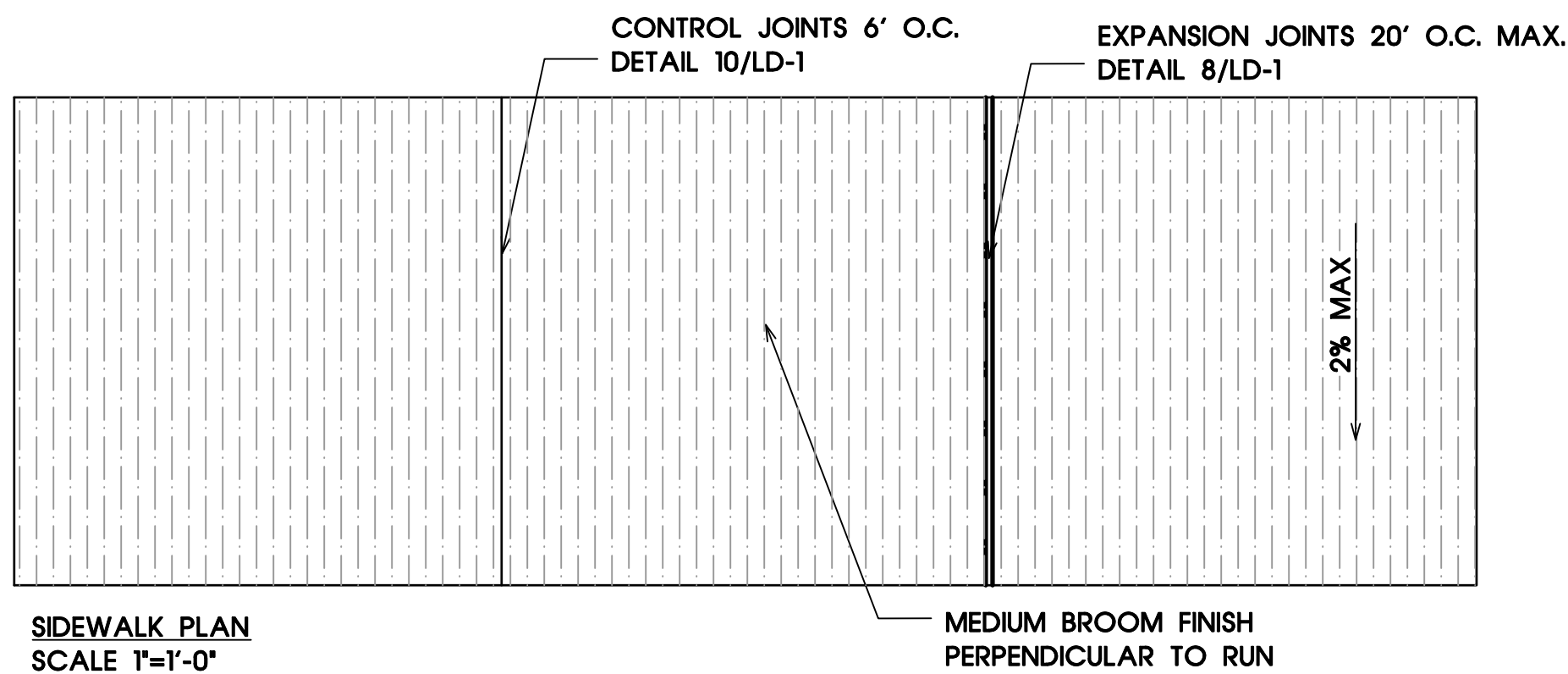
TEXAS LAW REQUIRES 48 HOURS OF NOTICE PRIOR TO DIGGING, EXCLUDING WEEKENDS AND HOLIDAYS. ALL BEFORE YOU DIG. WANT THE REQUIRED AMOUNT OF TIME, RESPECT THE MARKS AND DIG WITH CARE! THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MAY OCCUR BY A FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.



1 MAIL KIOSK B ELEVATION
SCALE: 1/2" = 1'-0"

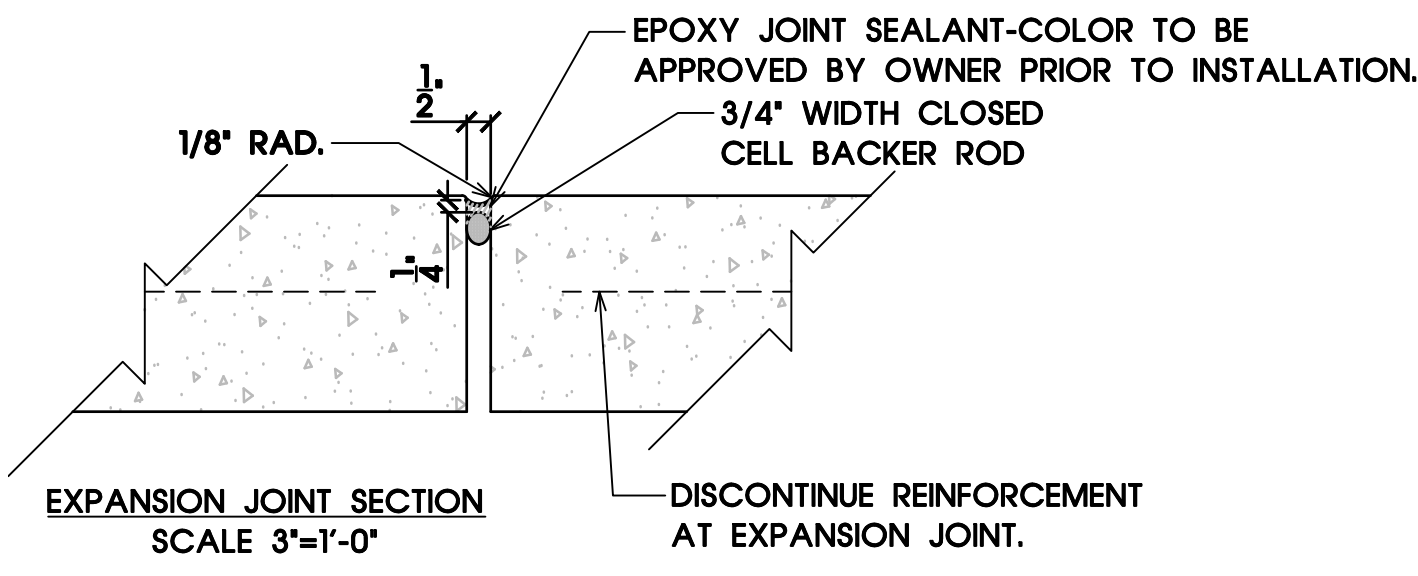


2 MAIL KIOSK B PLAN
SCALE: 1/2" = 1'-0"

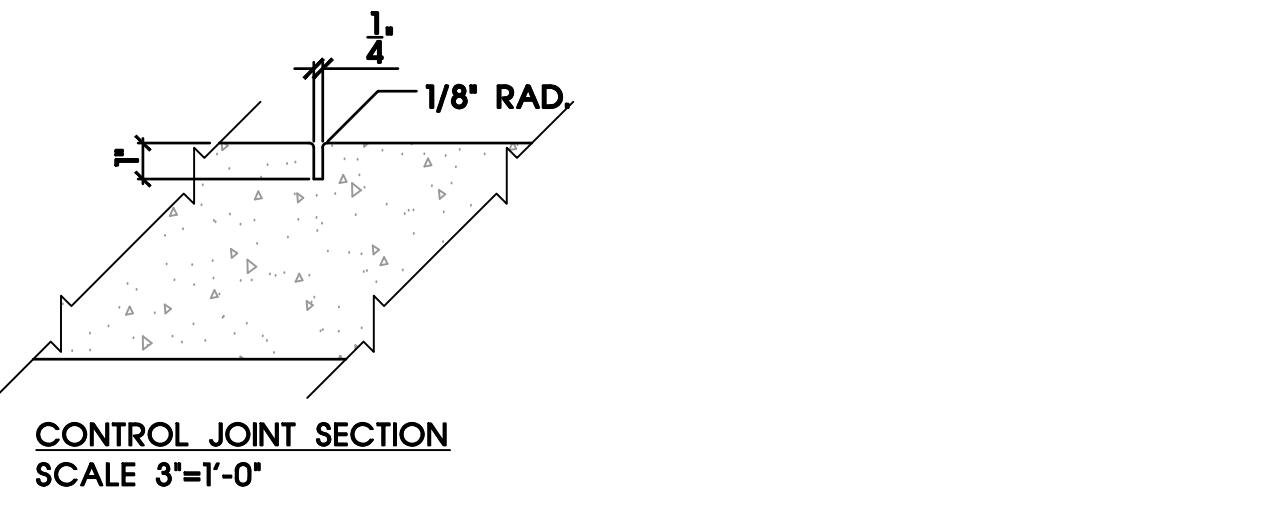


SIDEWALK PLAN
SCALE 1"=1'-0"

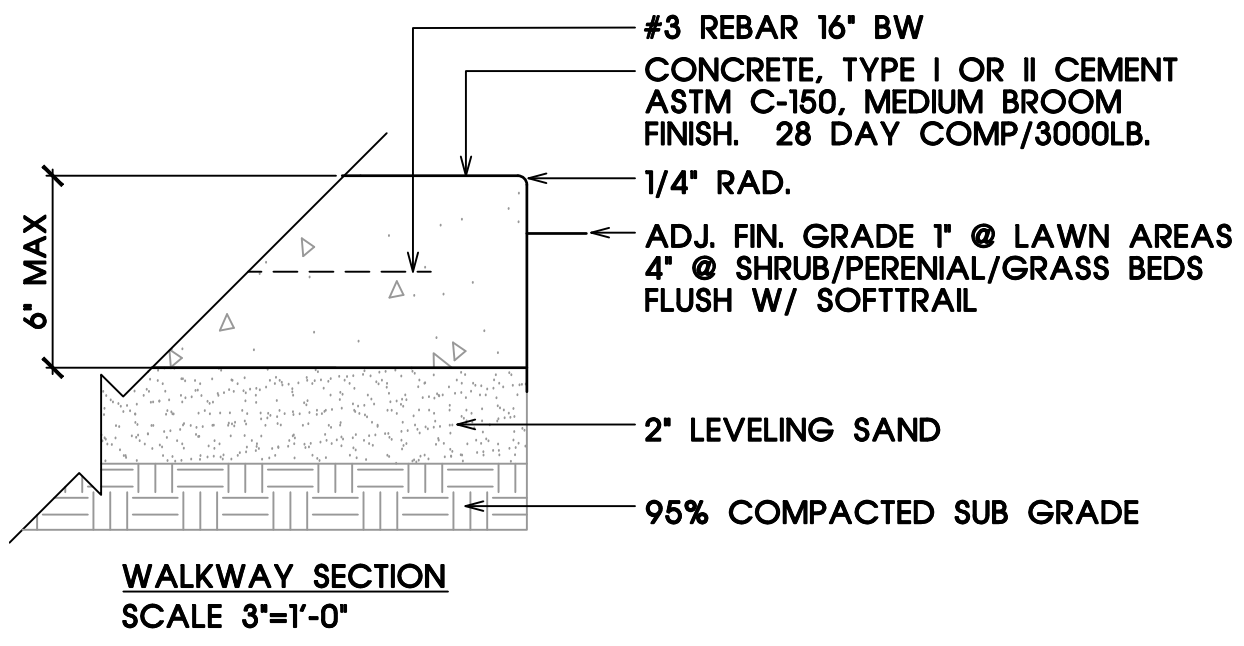
- LAYOUT AND GRADING NOTES**
- LAYOUT OF CONCRETE WALKWAYS SHALL BE DETERMINED IN THE FIELD, USING THE HARDSCAPE PLAN AS A GUIDE.
 - ALL PEDESTRIAN PATHS SHALL BE IN COMPLIANCE WITH ALL CURRENT TEXAS ACCESSIBILITY STANDARDS (T.A.S.) AND ADA STANDARDS.
 - ALL WALKWAY GRADES SHALL HAVE A RUNNING SLOPE OF NO GREATER THAN 4.7% (1:21) AND A CROSS-SLOPE THAT IS NOT GREATER THAN 1.5% (1:66).
 - SLOPES AT OR BETWEEN 5.0% (1:20) AND 8.3% (1:12) MUST HAVE HAND RAILS ON BOTH SIDES WITH ADA COMPLIANT LEVEL LANDINGS, AND CROSS-SLOPES SHALL NOT EXCEED 1.5% (1:66).



EXPANSION JOINT SECTION
SCALE 3"=1'-0"

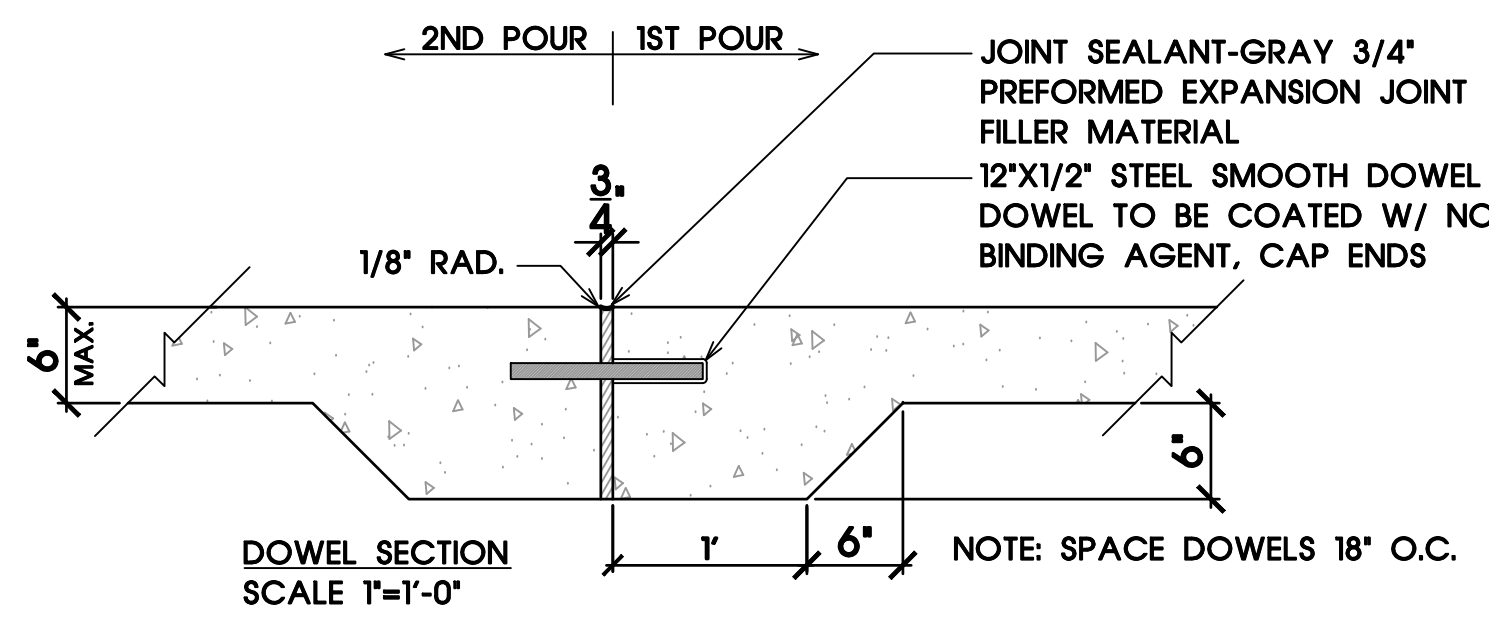


CONTROL JOINT SECTION
SCALE 3"=1'-0"



WALKWAY SECTION
SCALE 3"=1'-0"

4 CONCRETE SIDEWALK
SCALE: AS NOTED



DOWEL SECTION
SCALE 1"=1'-0"

5 NDS GRATE DRAIN
SCALE: NOT TO SCALE

FENCECRETE AMERICA, INC.
manufacturers of precast concrete fencing and masonry wall systems
15089 Trammel drive san antonio, texas 78249 210-492-7911 800-229-7811 www.fencecrete.com

3 SPLIT RAIL FENCE - FENCECRETE 2 RAIL SYSTEM, 3'-6" HEIGHT, COLOR: TAN
SCALE: NOT TO SCALE

Ranch Style Concrete Fence

Notes:
1. The substrate can be painted in U.S. or R.O.B. colors. (Paint must be applied in suitable open space order.)
2. All concrete will be finished with a 1/8" sand finish. (The depth and diameter can vary per local or regional codes.)
3. All concrete will be finished with a 1/8" sand finish. (The depth and diameter can vary per local or regional codes.)
4. All concrete will be finished with a 1/8" sand finish. (The depth and diameter can vary per local or regional codes.)
5. All concrete will be finished with a 1/8" sand finish. (The depth and diameter can vary per local or regional codes.)
6. All concrete will be finished with a 1/8" sand finish. (The depth and diameter can vary per local or regional codes.)
7. All concrete will be finished with a 1/8" sand finish. (The depth and diameter can vary per local or regional codes.)
8. All concrete will be finished with a 1/8" sand finish. (The depth and diameter can vary per local or regional codes.)
9. All concrete will be finished with a 1/8" sand finish. (The depth and diameter can vary per local or regional codes.)
10. All concrete will be finished with a 1/8" sand finish. (The depth and diameter can vary per local or regional codes.)

NDS
We put water in its place

NDS, INC.
851 NORTH HARVARD AVE.
LINDSAY, CA 93247
TOLL FREE: 1-800-726-1994
PHONE: (559) 562-9888
FAX: (559) 562-4488
www.ndspro.com

SQUARE CATCH BASIN
12" SQUARE CATCH BASIN - TYPICAL INSTALLATION FOR LANDSCAPE APPLICATIONS

NOTES:
1. GRATE TO BE ATTACHED TO CATCH BASIN WITH SCREW PROVIDED AT TIME OF INSTALLATION.
2. RISER CAN BE CUT TO ACHIEVE EXACT ELEVATION.
3. DO NOT USE OVER 5 RISERS WITH CATCH BASIN.
4. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
5. DO NOT SCALE DRAWING.
6. THIS DRAWING IS INTENDED FOR USE BY ARCHITECTS, ENGINEERS, CONTRACTORS, CONSULTANTS AND DESIGN PROFESSIONALS FOR PLANNING PURPOSES ONLY.
7. ALL INFORMATION CONTAINED HEREIN WAS CURRENT AT THE TIME OF DEVELOPMENT BUT MUST BE REVIEWED AND APPROVED BY THE PRODUCT MANUFACTURER TO BE CONSIDERED ACCURATE.

REVISION DATE 8/24/2015

SEC Planning, LLC
Austin, Texas
LAND PLANNING
LANDSCAPE ARCHITECTURE
COMMUNITY BRANDING
4201 W. Parmer Lane, Bldg A Suite 220
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www.secplanning.com
Email: info@secplanning.com

LENNAR
13620 N. FM 620
Building 5 Suite 150
Austin, Texas 78757
T: 512.418.0258

LANDSCAPE ARCHITECT
STATE OF TEXAS
2014
01/11/2022

BASTROP GROVE
LANDSCAPE IMPROVEMENT PLANS
BASTROP, TEXAS 78602

Drawing File Name
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Issued:	08/06/2021
1 75% REVIEW SET	10/08/2021
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Revisions:	
1 FENCE UPDATE	10/22/2021
2 SIGN LOCATION	11/01/2021
3 SIGN LOCATION	01/11/2022
4	
5	
Issue Date:	01/11/2022

Drawn By: BE
Reviewed By: CM

Project No.
210052-LETX

HARDSCAPE DETAILS

Sheet No.
LD-3 of

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TEXAS LAW REQUIRES 48 HOURS OF NOTICE PRIOR TO DIGGING, EXCLUDING WEEKENDS AND HOLIDAYS. ALL BEFORE YOU DIG. WANT THE REQUIRED AMOUNT OF TIME, RESPECT THE MARKS AND DIG WITH CARE! THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MAY OCCUR BY A FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

GENERAL PLANTING NOTES

- 1. Contractor shall be responsible for becoming aware of all related existing conditions, utilities, pipes and structures, etc. prior to bidding and construction. The Contractor shall be held responsible for contacting all utility companies for field location of all underground utility lines, including depths, prior to any excavation. The Contractor shall notify the Owner's representative of apparent conflicts with construction and utilities so that adjustments can be planned prior to installation. Contractor shall take sole responsibility for any and all cost or other liabilities incurred due to damage of said utilities/structures/etc.

PLANTING LAYOUT AND INSTALLATION

- 1. The Contractor shall be responsible for accurately laying out the plant beds and lawn areas by scaling the Drawings. The Contractor shall provide paint lines/stakes/hose or other means to fully indicate the specific layout geometry of all bed lines for approval by Owner's Representative prior to installation. The Contractor's Base Bid shall anticipate minor adjustments as directed by the Landscape Architect in the field. Changes affecting quantities will be covered by unit prices.

IRRIGATION GENERAL NOTES:

- 1. Obtain all permits and licenses applicable prior to the start of work.
2. All required landscape areas shall be irrigated per applicable local ordinances and tceq regulations.
3. Drip irrigation shall be placed in accordance with manufacturer recommendations. extend drip lines to irrigate planting adjacent to plant beds.

11. Excavation:

- a. Excavate to depths required to provide 4" depth of sand bedding for piping when rock or other unsuitable bearing materials are encountered
b. Excavate trenches and install piping and fill during the same working day. do not leave open trenches or partially filled trenches open overnight

Table with columns: TURF GRASS/ PLANT BEDS, NAME, TOTAL, UNITS, DESCRIPTION, COMMENTS. Includes rows for Plant Bed, Cynodon dactylon, and MISCELLANEOUS items like Steel Edging and River Rock.

PLANT SCHEDULE

Table with columns: TREES, QTY, BOTANICAL / COMMON NAME, CONTAINER, CALIPER, HT/SPD, WATER USE, NOTES. Lists various tree species like Pistacia chinensis, Quercus polymorpha, etc.



BASTROP GROVE
LANDSCAPE IMPROVEMENT PLANS
BASTROP, TEXAS 78602

Table with columns: Drawing File Name, Issued, Revisions, Issue Date. Lists revision details for the drawing.

Drawn By: BE
Reviewed By: CM

Project No.
210052-LETX

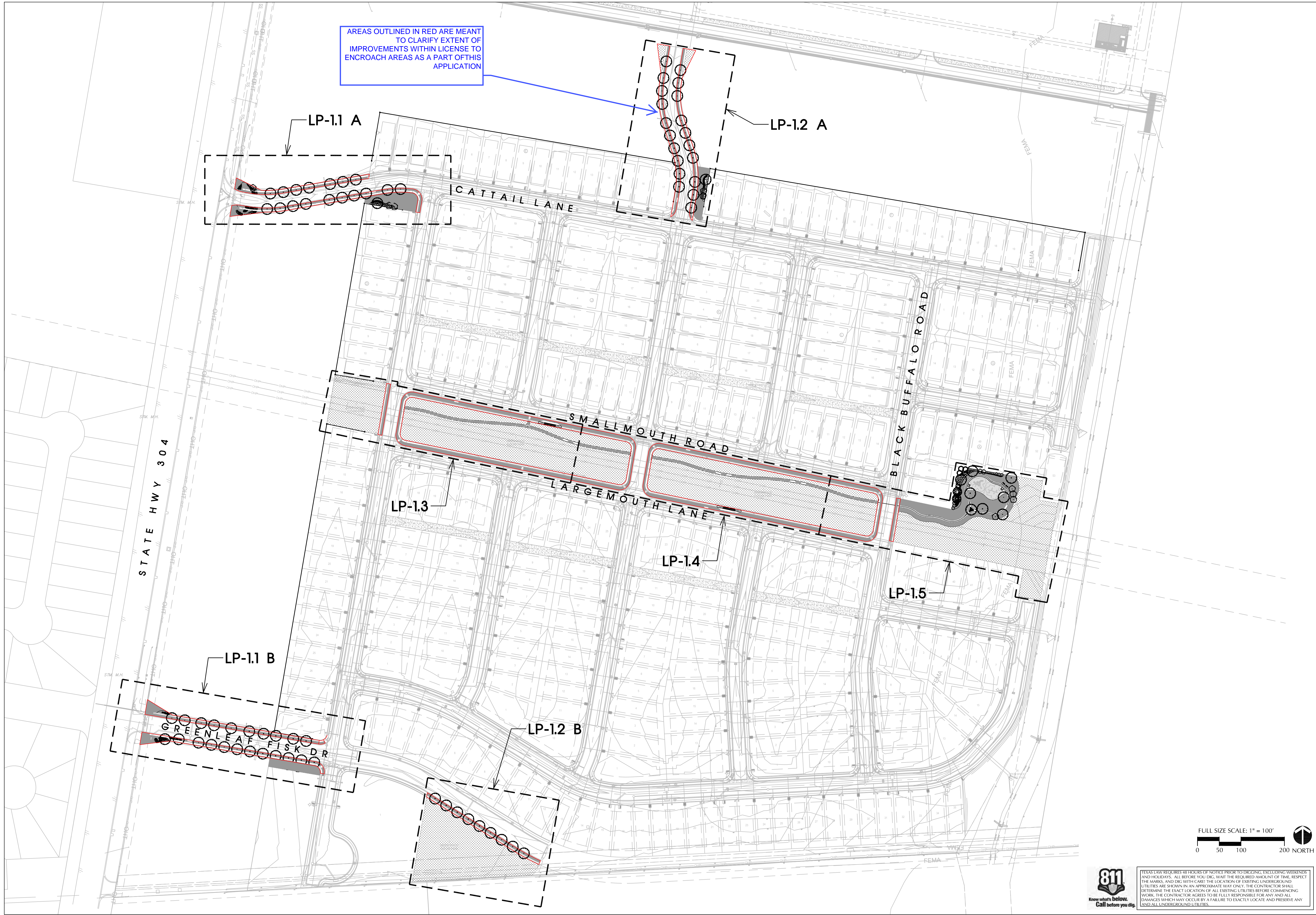
PLANTING NOTES

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LPN-1 of

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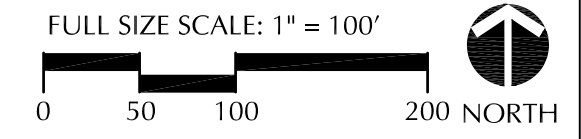
OVERALL PLANTING PLAN

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BASTROP GROVE
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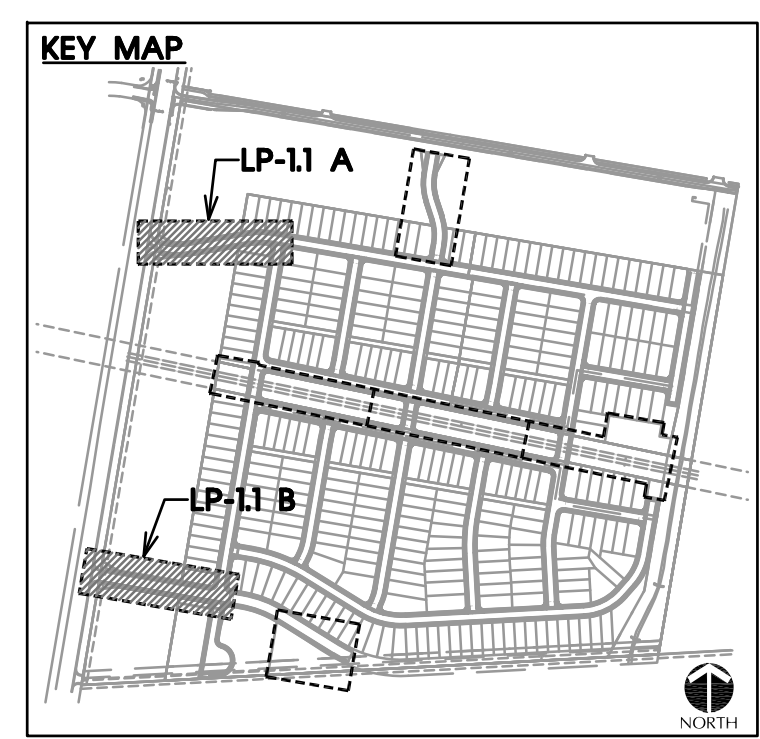
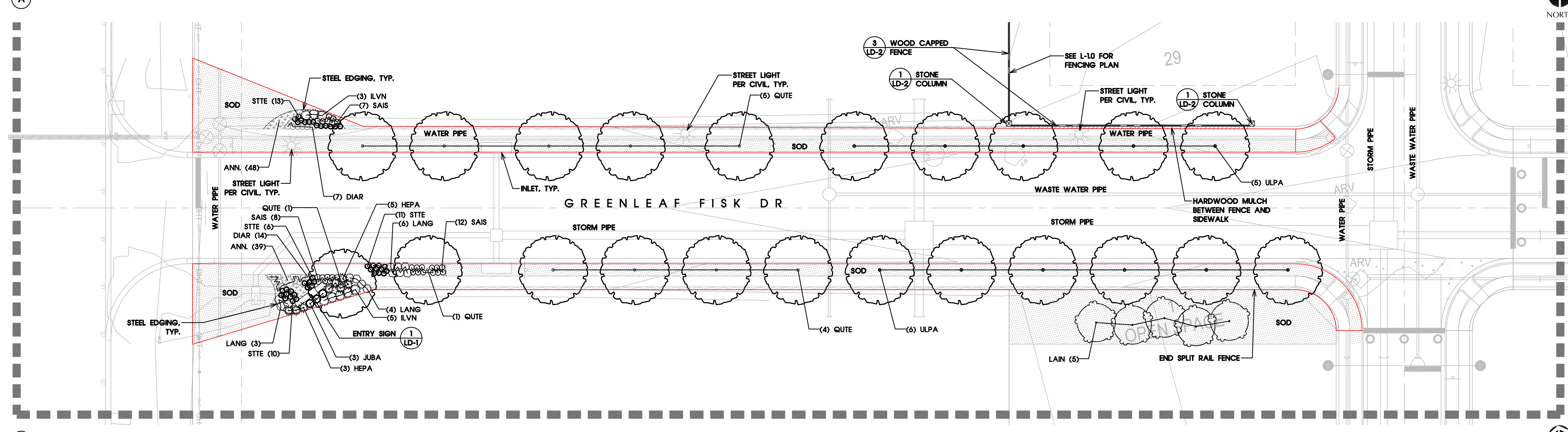
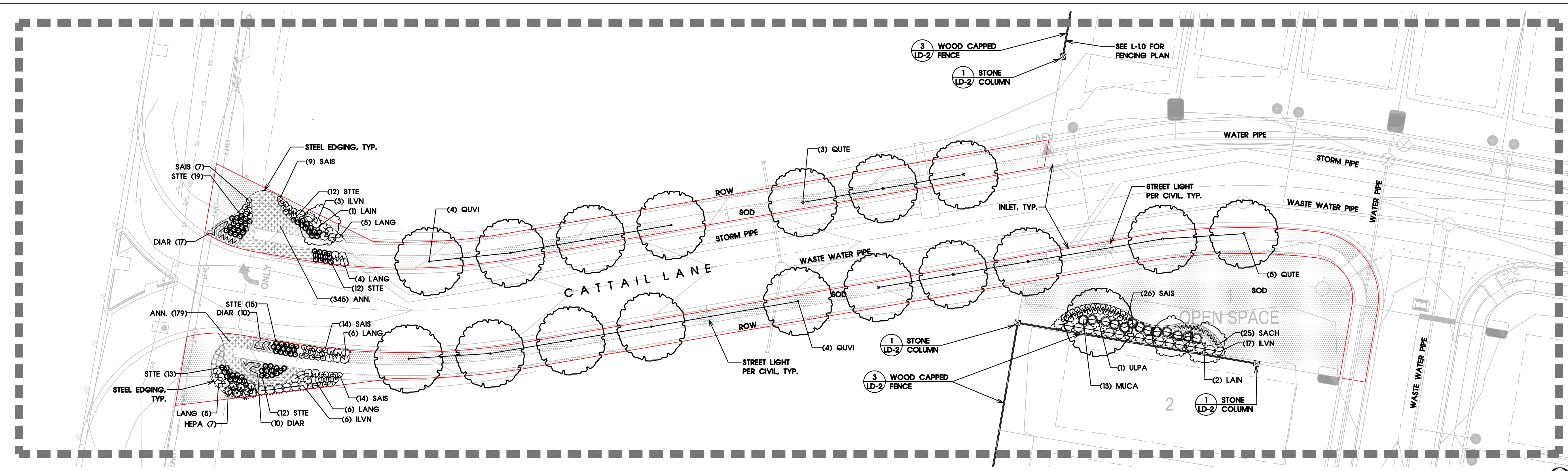
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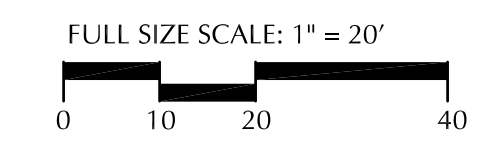
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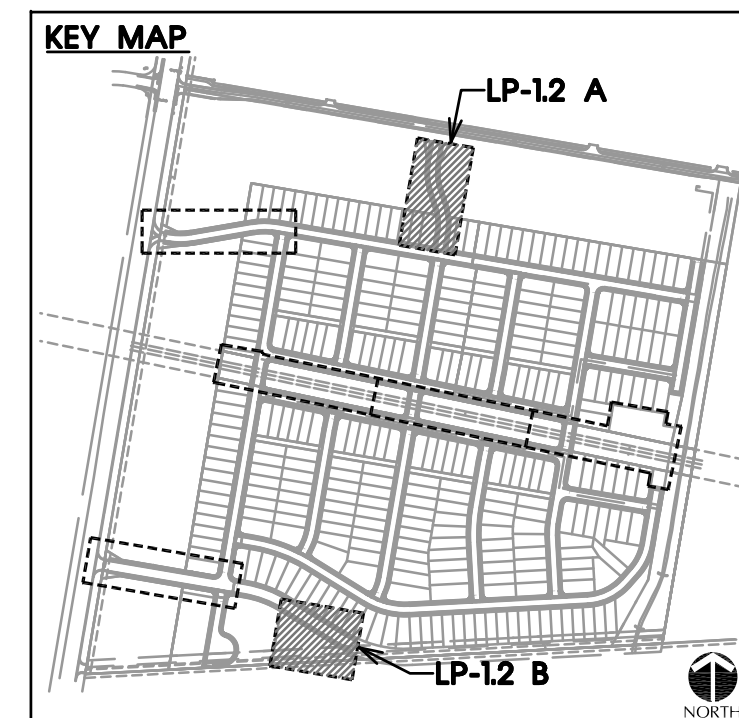
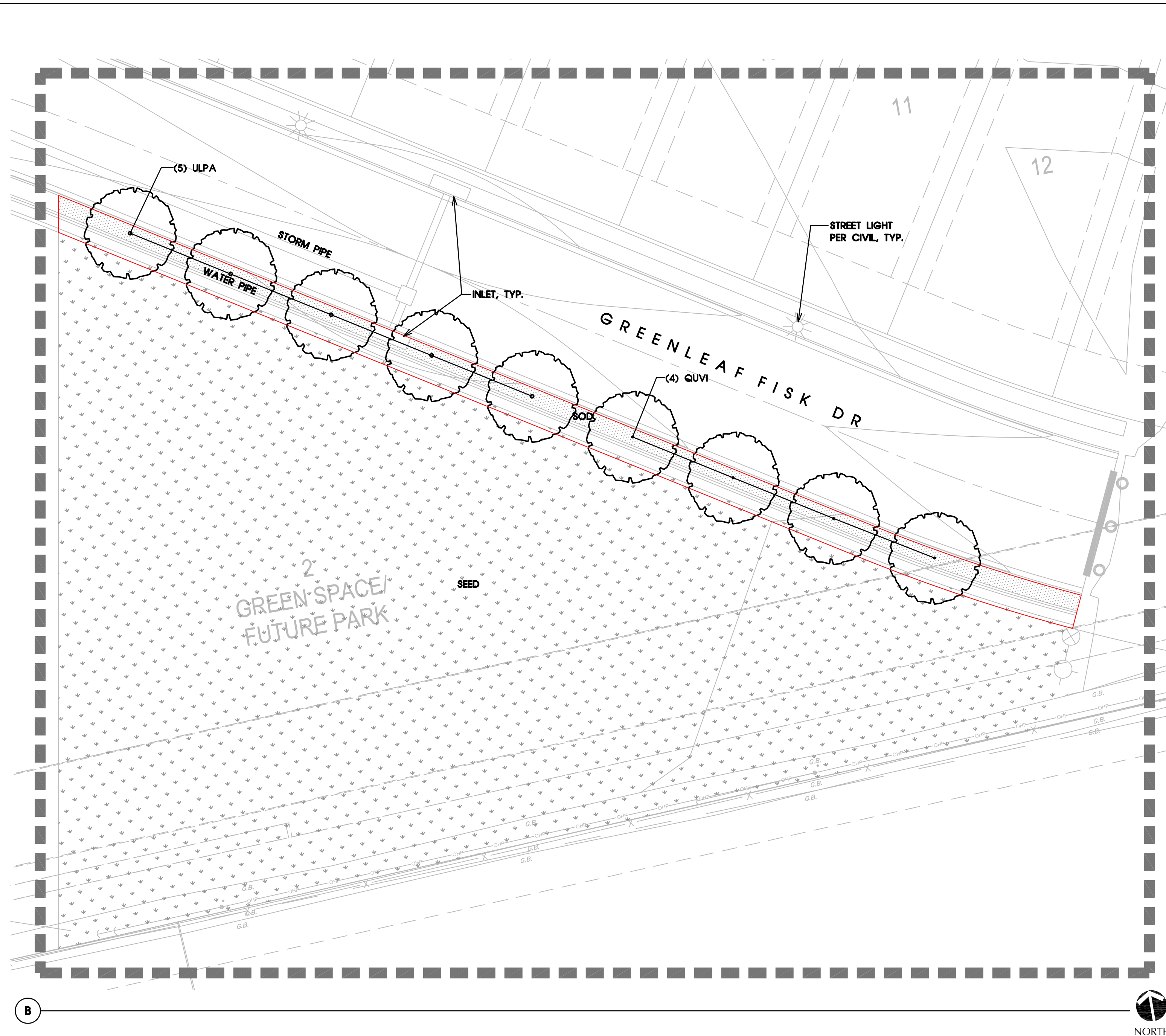
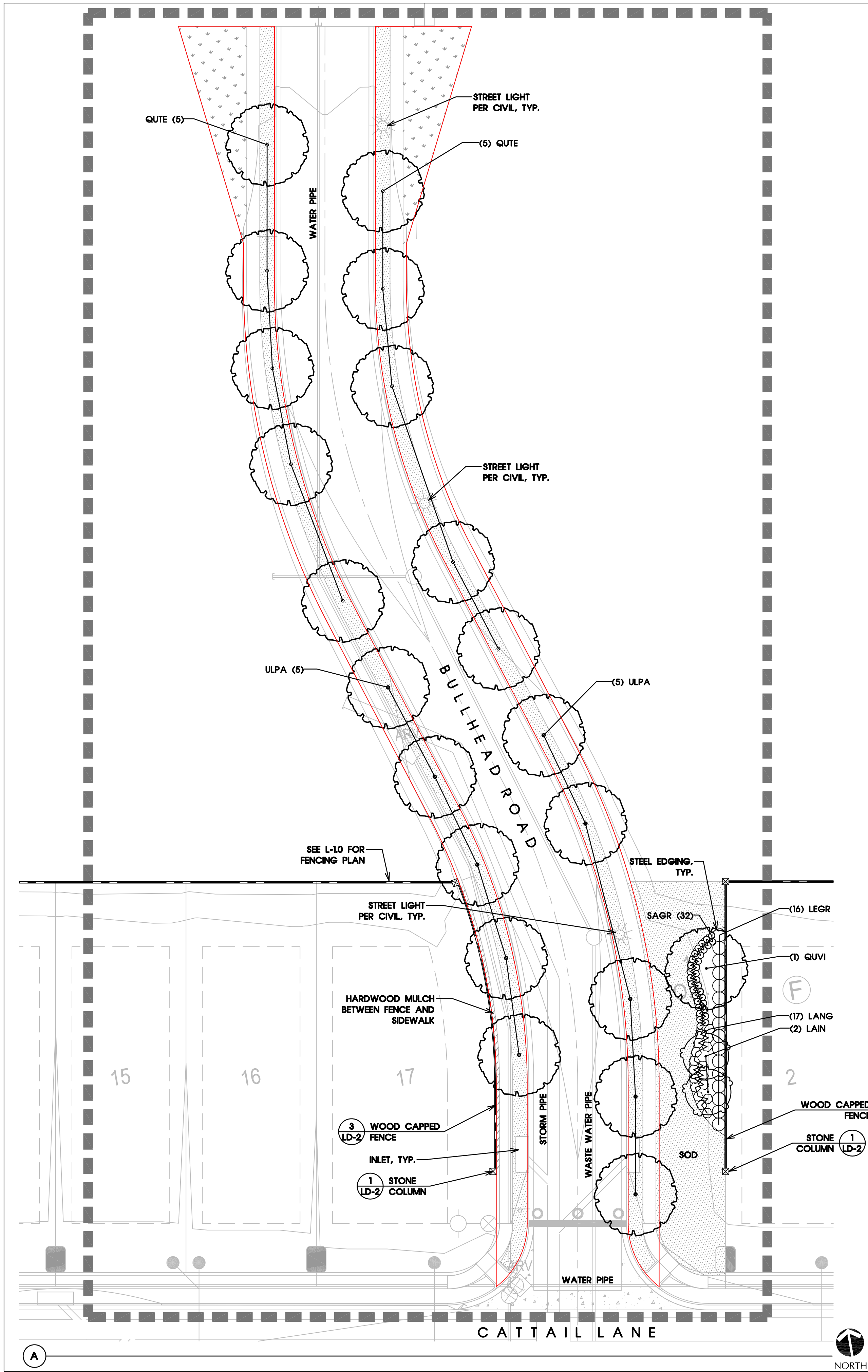


NOTE: PROVIDE ROOT BARRIER IN ALL AREAS A SHADE TREE IS CLOSER THAN 4' FROM UTILITY LINES.

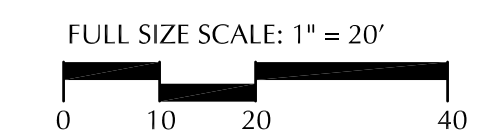


811
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BASTROP GROVE
LANDSCAPE IMPROVEMENT PLANS
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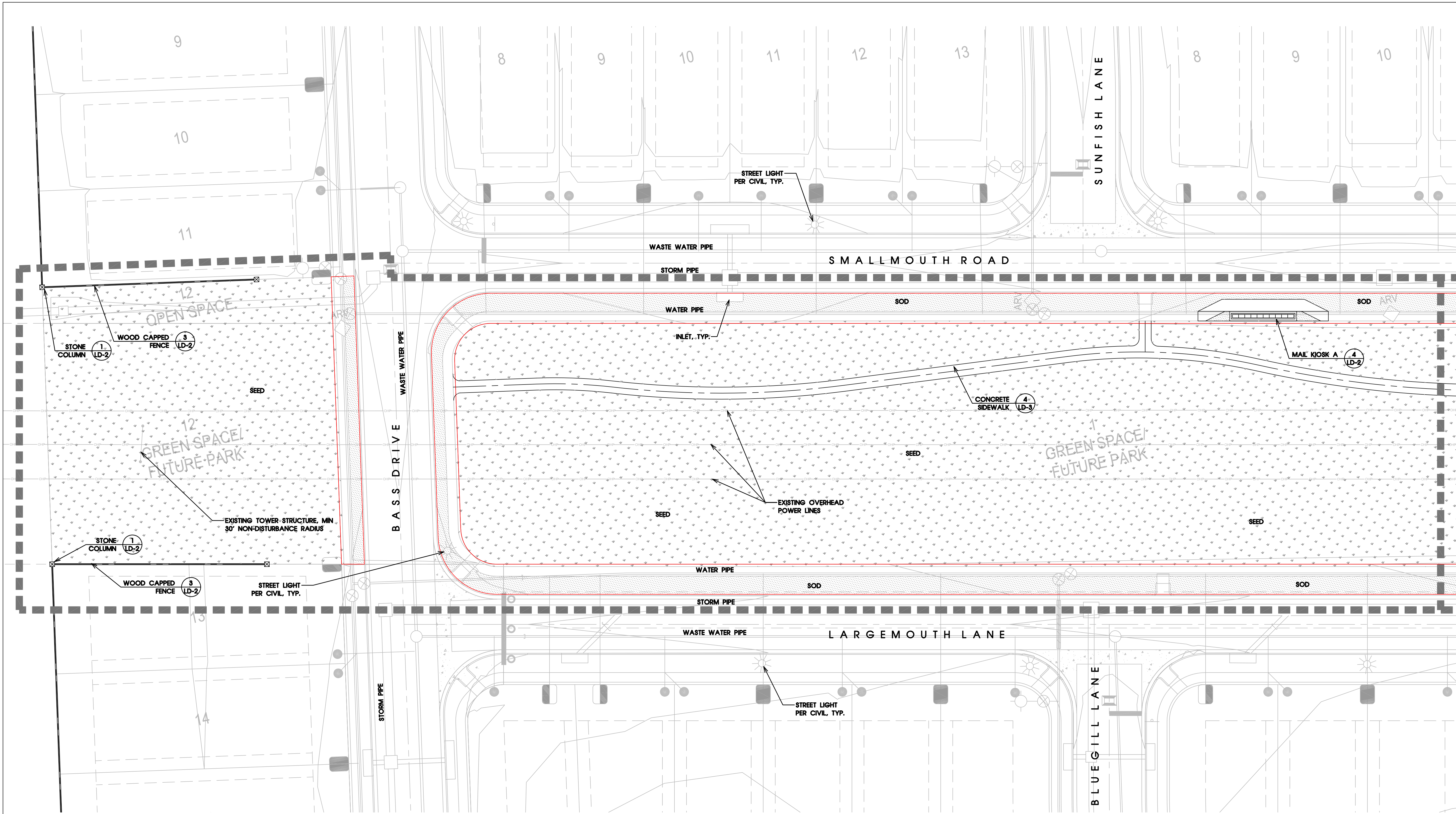
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 Project No.
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PLANTING PLAN

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Professional seal for a landscape architect, dated 10/25/2022.

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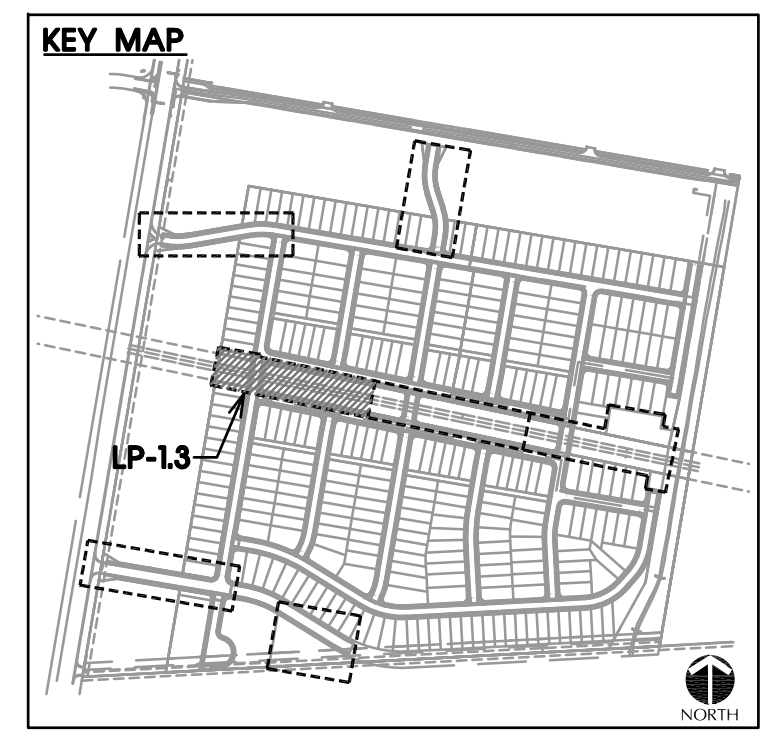
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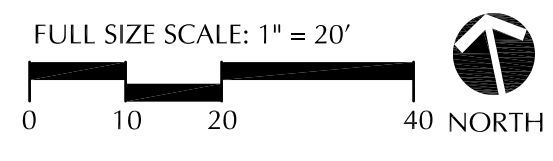
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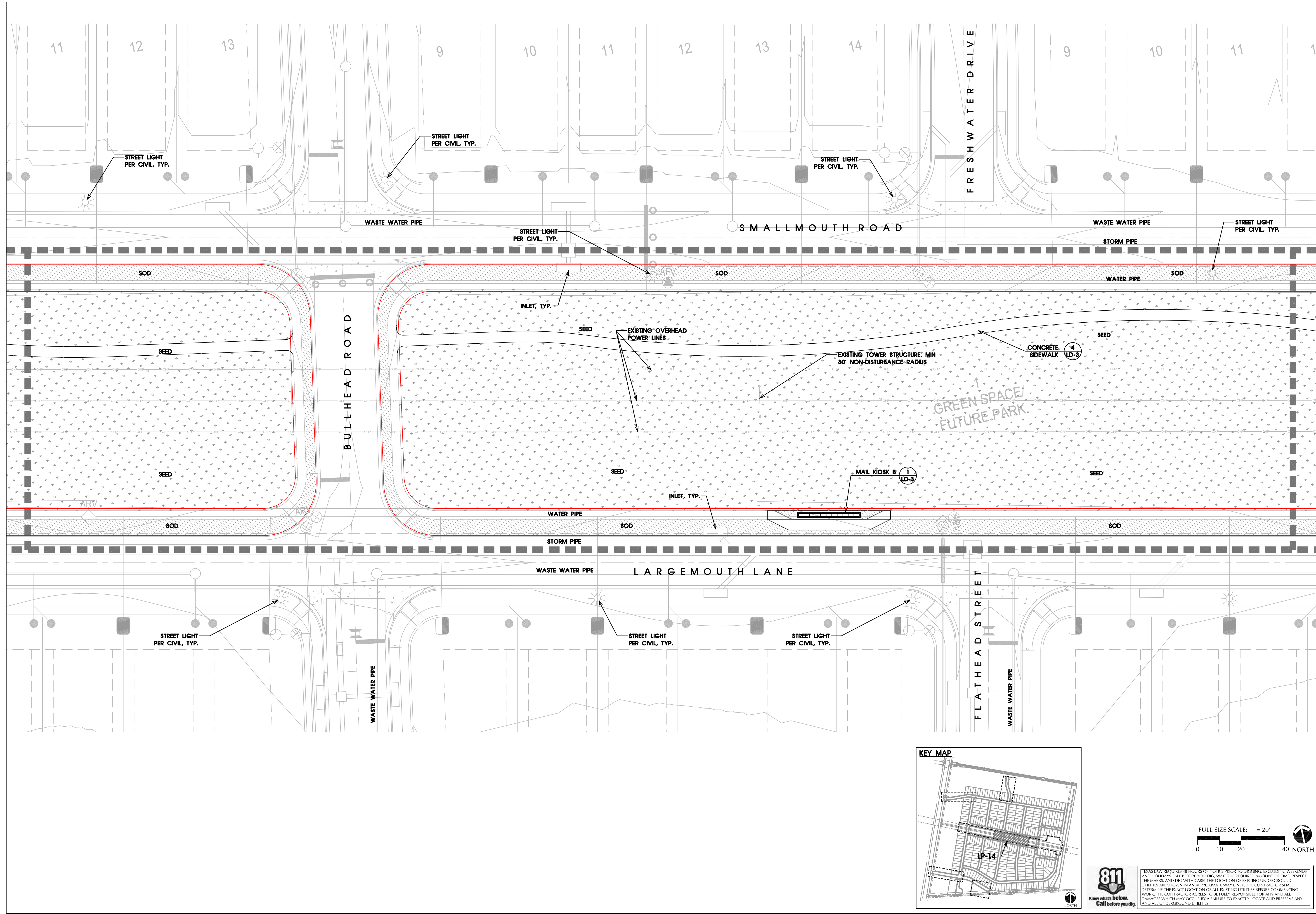
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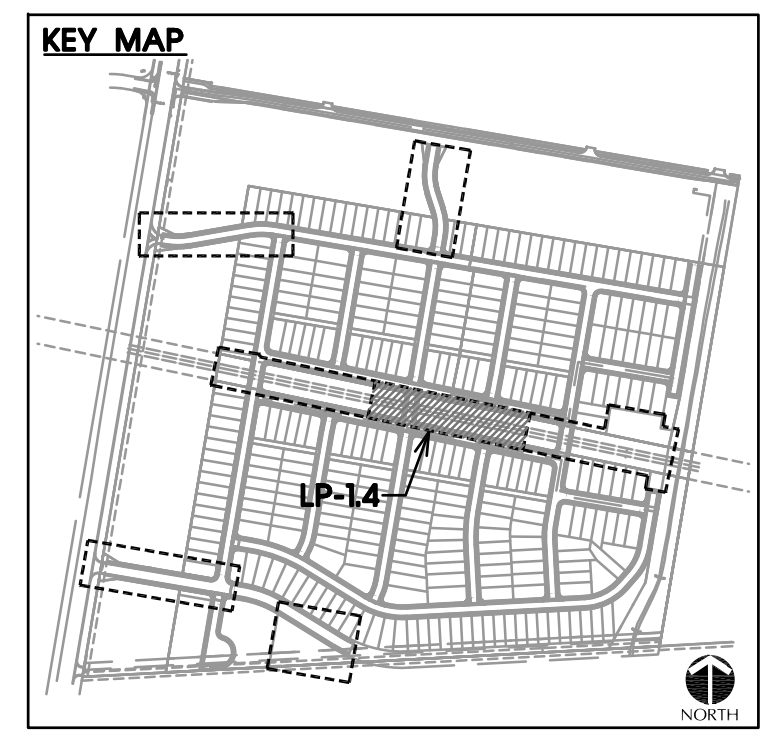
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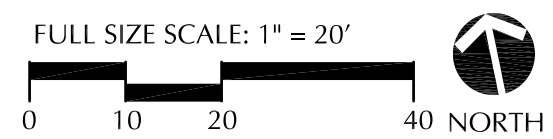
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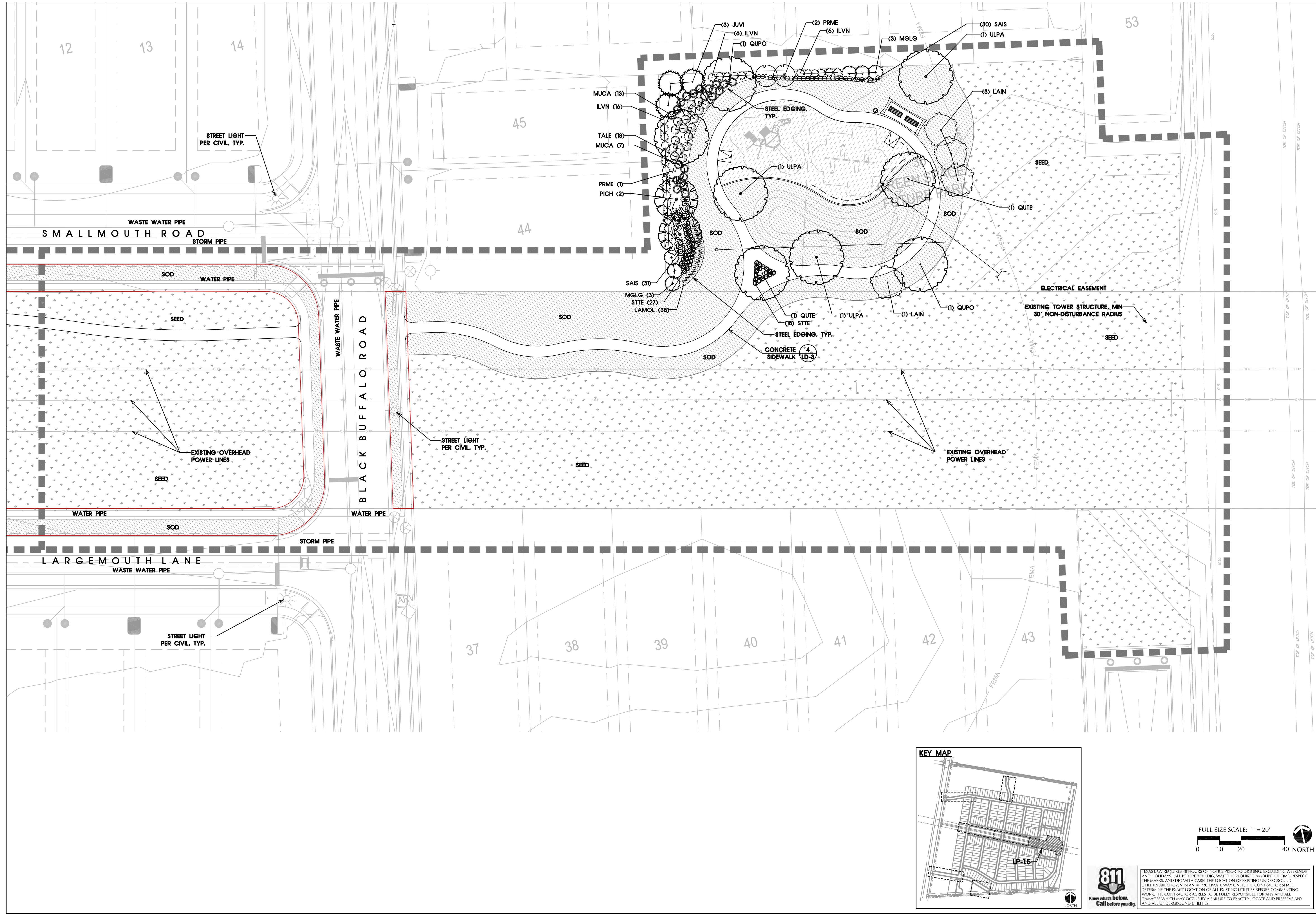
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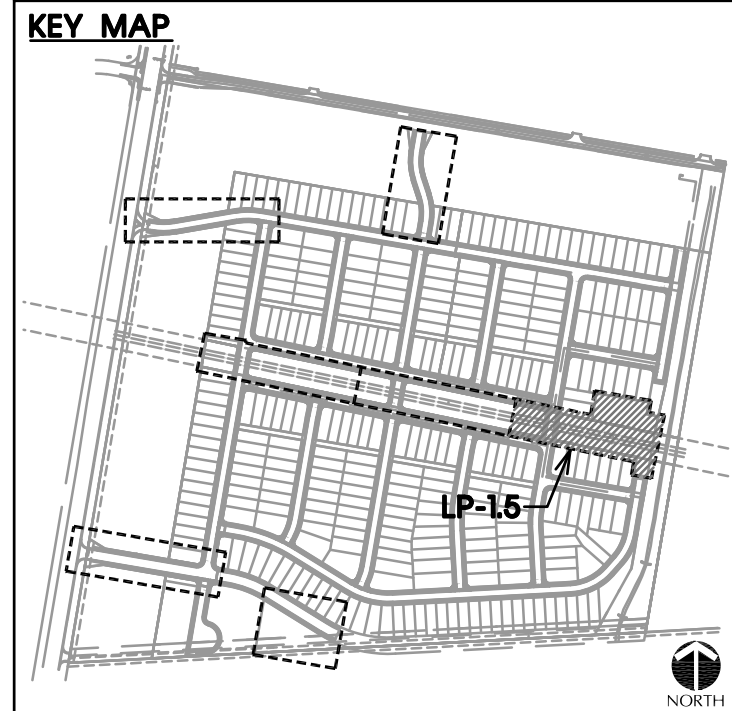
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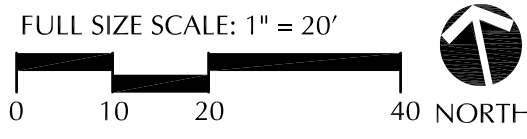
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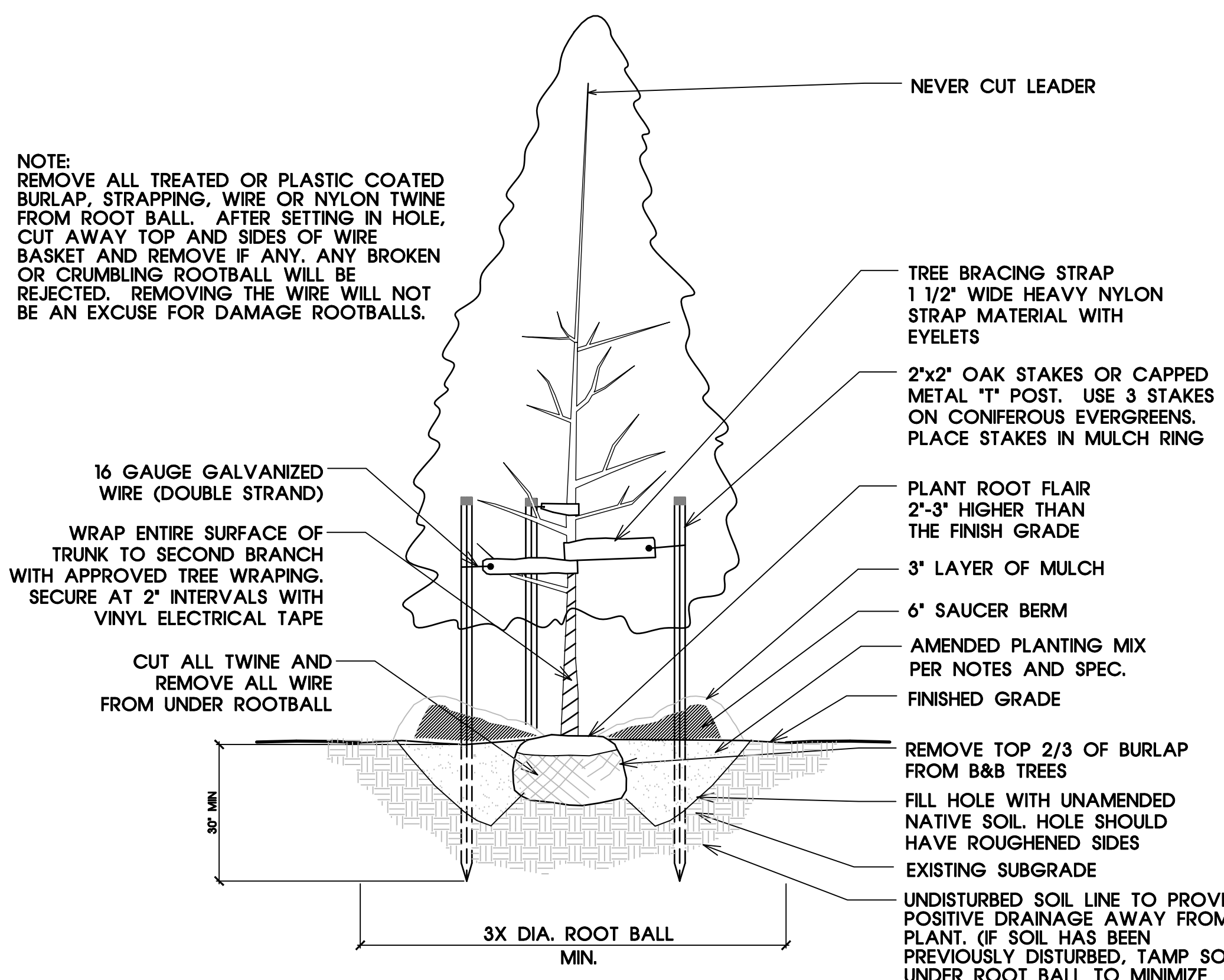
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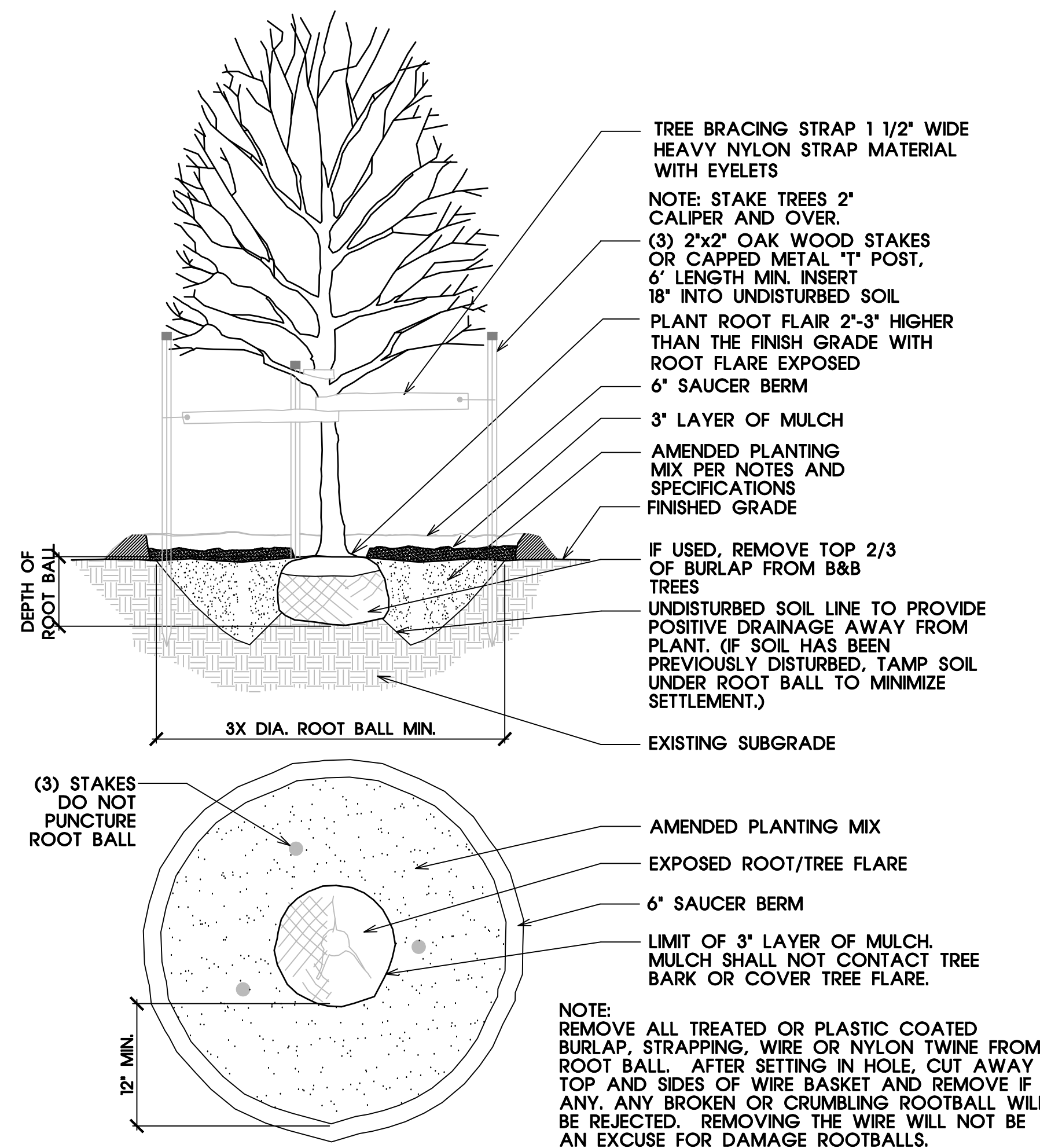


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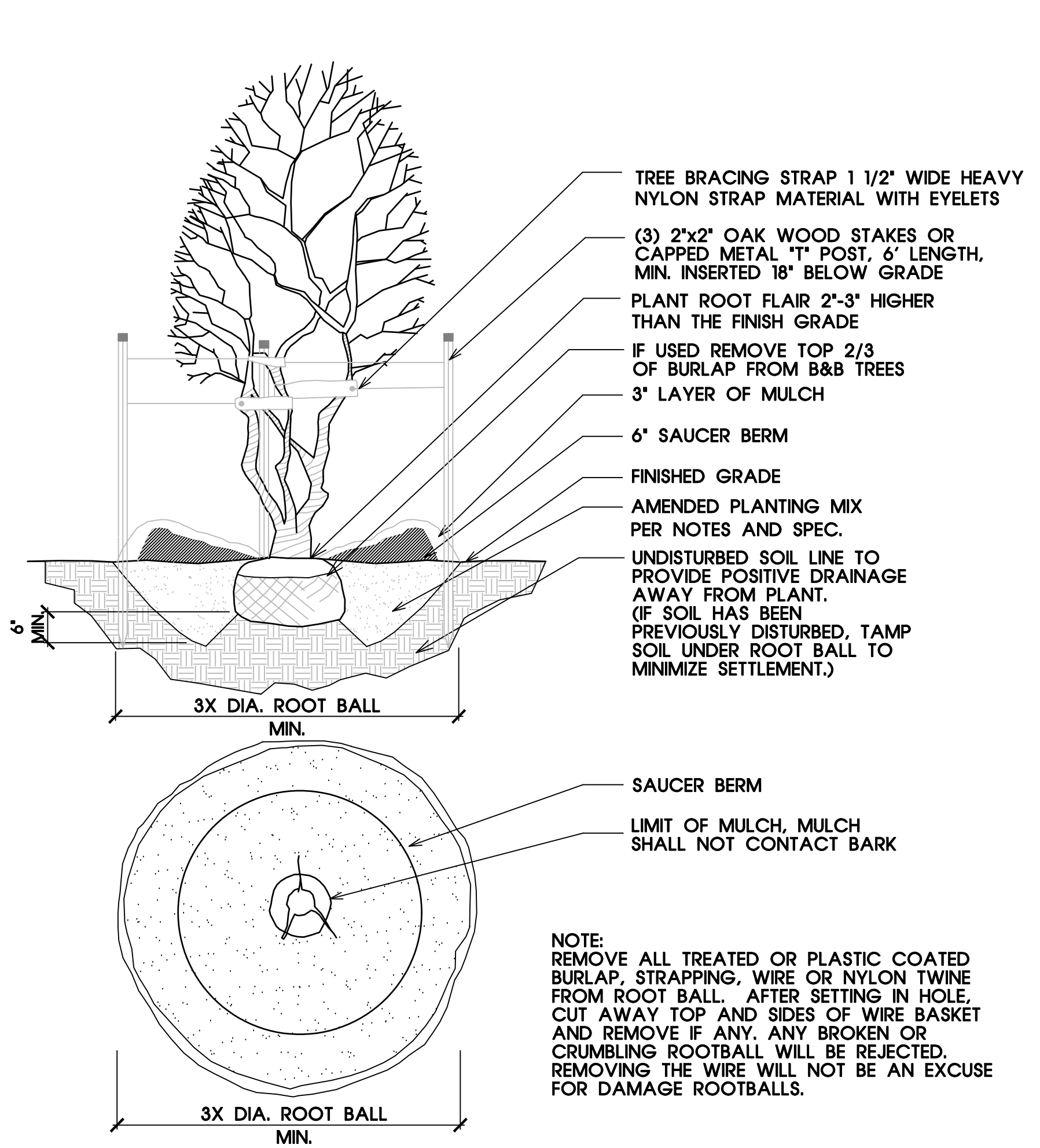




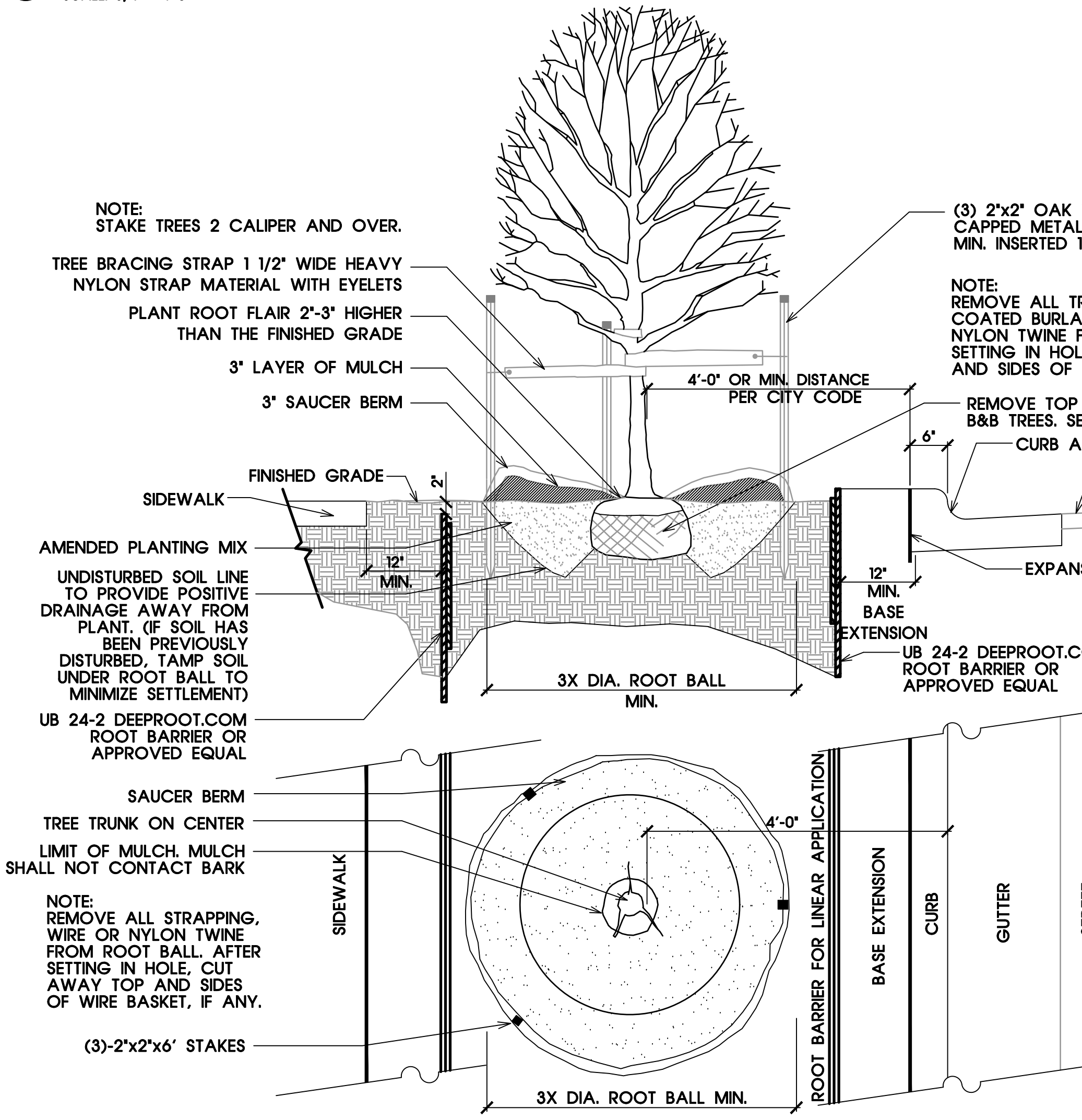
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SCALE 3/4" = 1'-0"



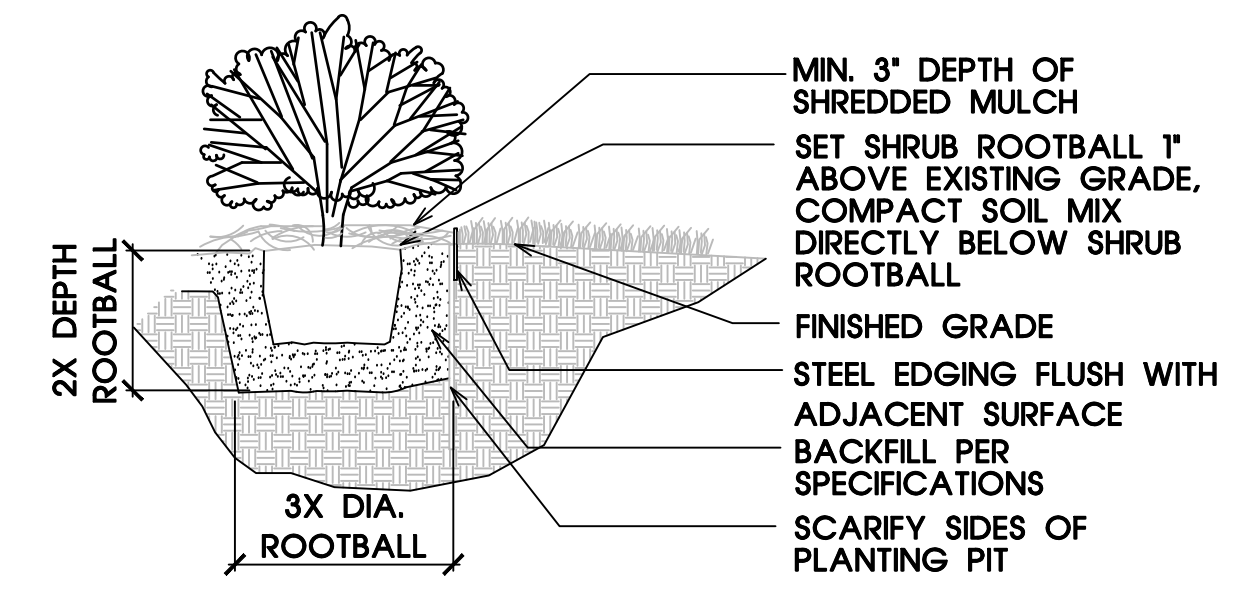
2 TREE PLANTING
SCALE 3/4" = 1'-0"



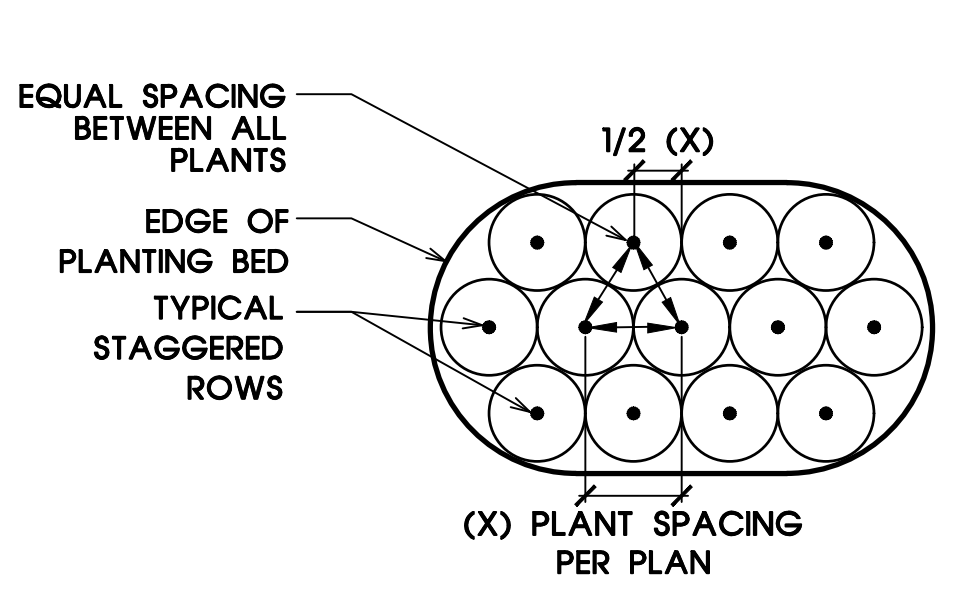
3 TREE PLANTING - MULTISTEM
SCALE 3/4" = 1'-0"



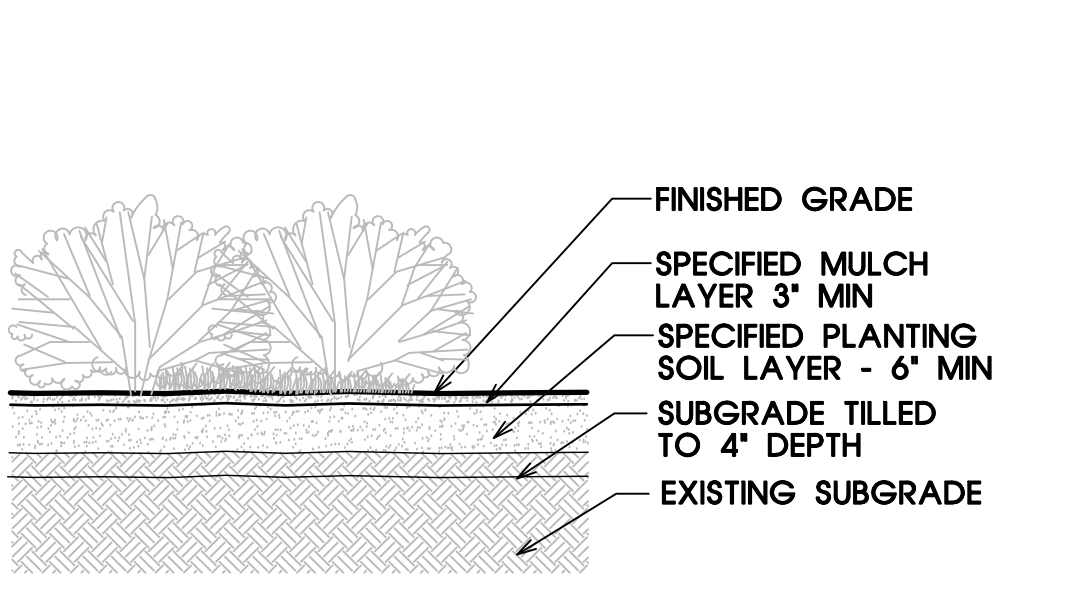
4 TREE PLANTING - WITH ROOT BARRIER
SCALE 3/4" = 1'-0"



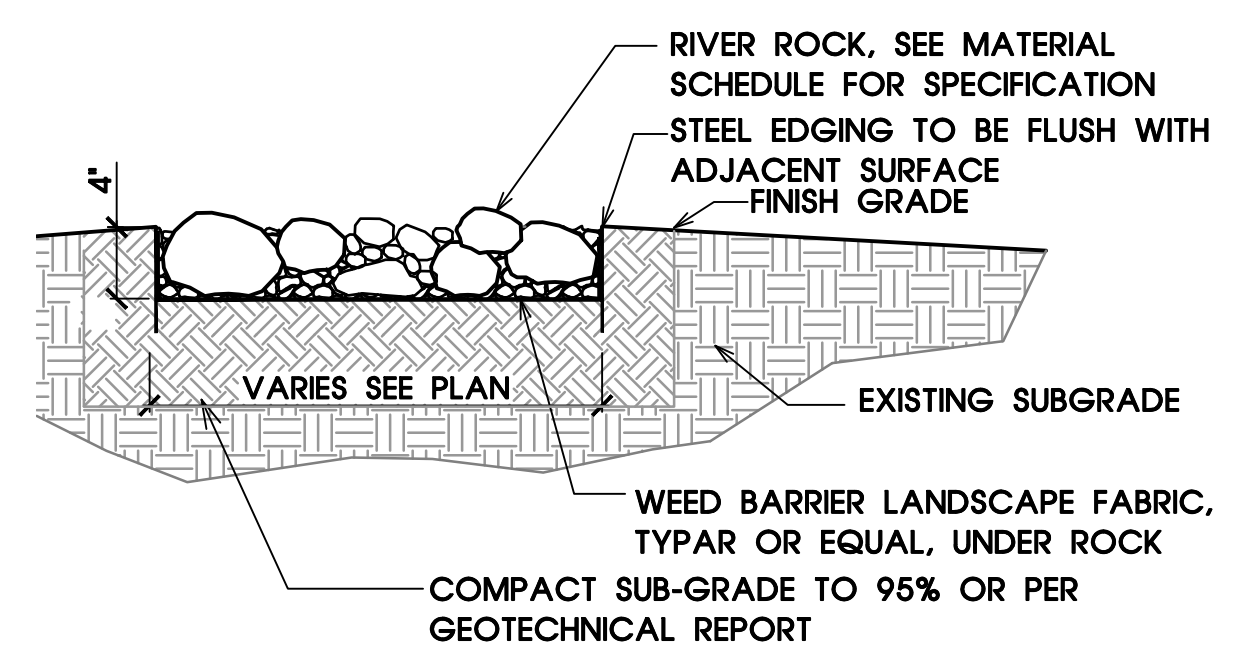
5 SHRUB BED PLANTING
SCALE: 1/2" = 1'-0"



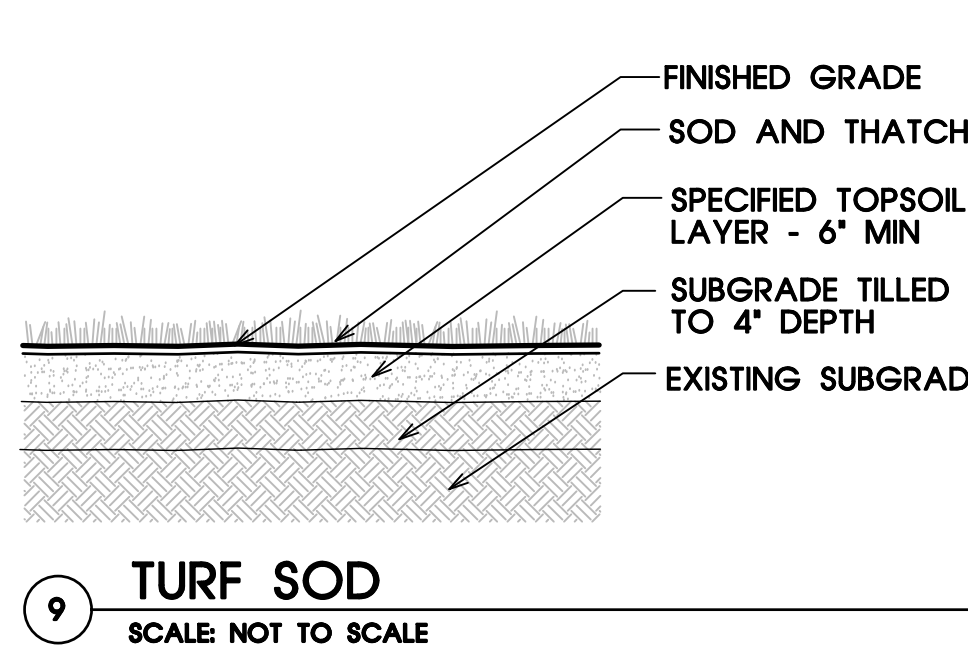
6 PLANTING BED PLAN
SCALE: NOT TO SCALE



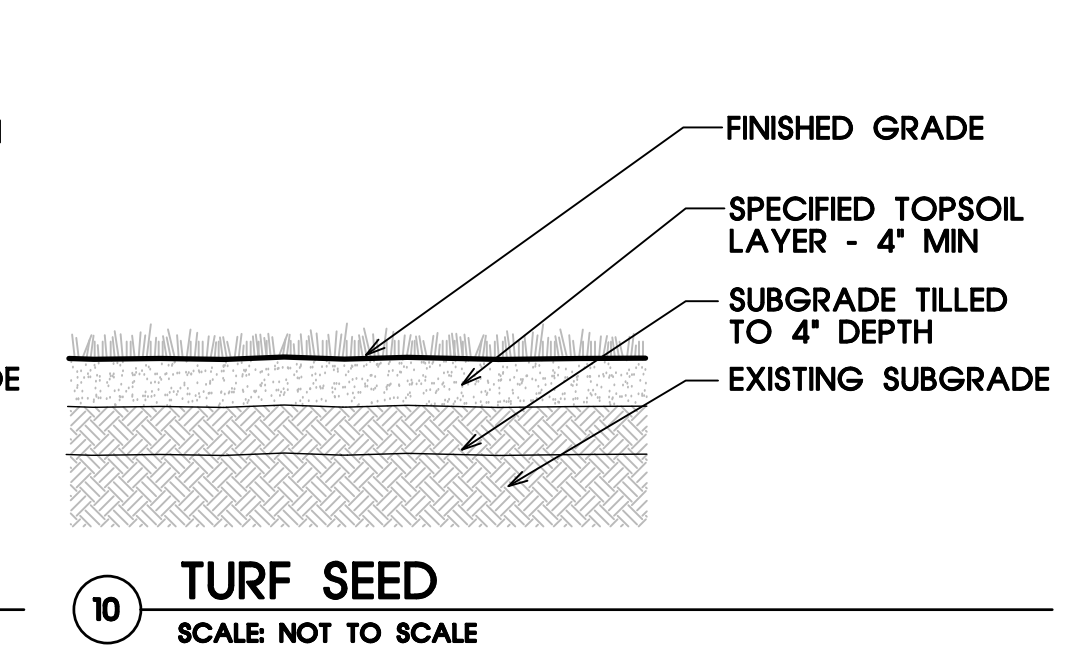
7 PERENNIAL/ANNUAL/ORN. GRASSES BED
SCALE: NOT TO SCALE



8 RIVER ROCK AREAS
SCALE: NOT TO SCALE



9 TURF SOD
SCALE: NOT TO SCALE



10 TURF SEED
SCALE: NOT TO SCALE

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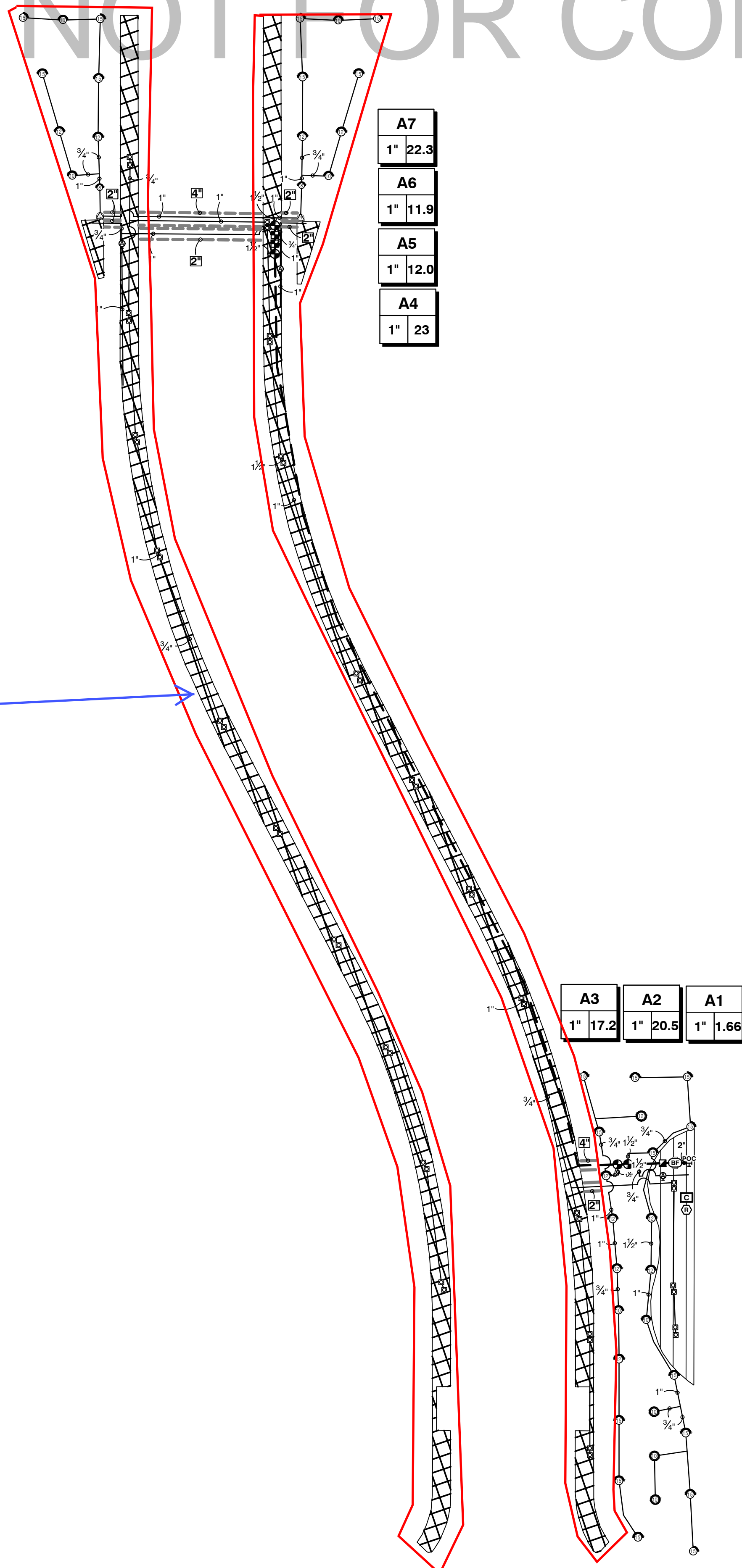
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PLANTING DETAILS

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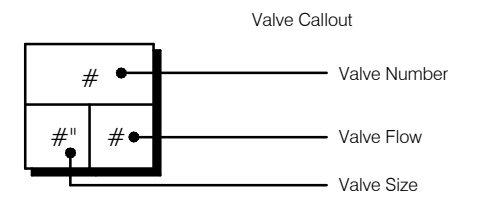
AREA A



A7
1" 22.3
A6
1" 11.9
A5
1" 12.0
A4
1" 23

A3	A2	A1
1" 17.2	1" 20.5	1" 1.66

IRRIGATION SCHEDULE (AREA-A)		
SYMBOL	MANUFACTURER/MODEL	QTY
	Spray Turf Head, strip spray	2
	Spray Turf Head, 8' radius	2
	Spray Turf Head, 10' radius	9
	Spray Turf Head, 12' radius	11
	Spray Turf Head, 15' radius	21
	Bubbler	46
SYMBOL	MANUFACTURER/MODEL	QTY
	Drip Valve 1"	3
	Drip Air Relief Valve	3
	Area to Receive Dripline (Turf) 0.4gph-12" inline spacing (12" row)	3,572 l.f.
	Area to Receive Dripline (Shrub) 0.4gph-18" inline spacing (18" row)	371.9 l.f.
SYMBOL	MANUFACTURER/MODEL	QTY
	Remote Control Valve 1"	4
	Quick Coupler	1
	Backflow Preventer 1-1/2"	1
	Irrigation Controller	1
	Rain Sensor	1
	POC, to the Water Supply	1
	Irrigation Lateral Line Pipe 3/4"	823.2 l.f.
	Irrigation Lateral Line Pipe 1"	488.6 l.f.
	Irrigation Lateral Line Pipe 1 1/2"	110.1 l.f.
	Irrigation Mainline Pipe 2"	275.7 l.f.
	Pipe Sleeve 2"	48.7 l.f.
	Pipe Sleeve 4"	33.8 l.f.

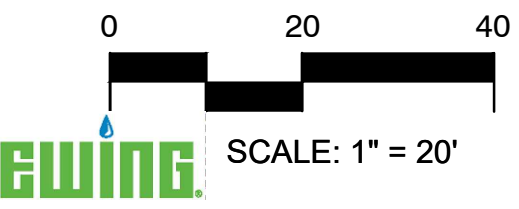


DESIGN NOTES:

1. THIS BID DESIGN HAS BEEN BASED ON: 35 GPM AND 72 PSI.

IRRIGATION NOTES:

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EWING IRRIGATION
3441 E HARBOUR DRIVE
PHOENIX, AZ 85034
800-343-9464



THIS PLAN IS NOT FOR CONSTRUCTION.
THIS BID DESIGN IS FOR ESTIMATING PURPOSES ONLY.

PROJECT:
BASTROP GROVE
BASTROP, TX

SHEET SIZE 24" X 36"
AT THIS SIZE SCALE
BAR WILL MEASURE 1"

REVISION:	

DATE: 08/23/22

SCALE: 1" = 20'

PROJECT: 24145

TITLE:
IRRIGATION BID
DESIGN ESTIMATE

SHEET:

IR-1

SHEET: 1 of 6

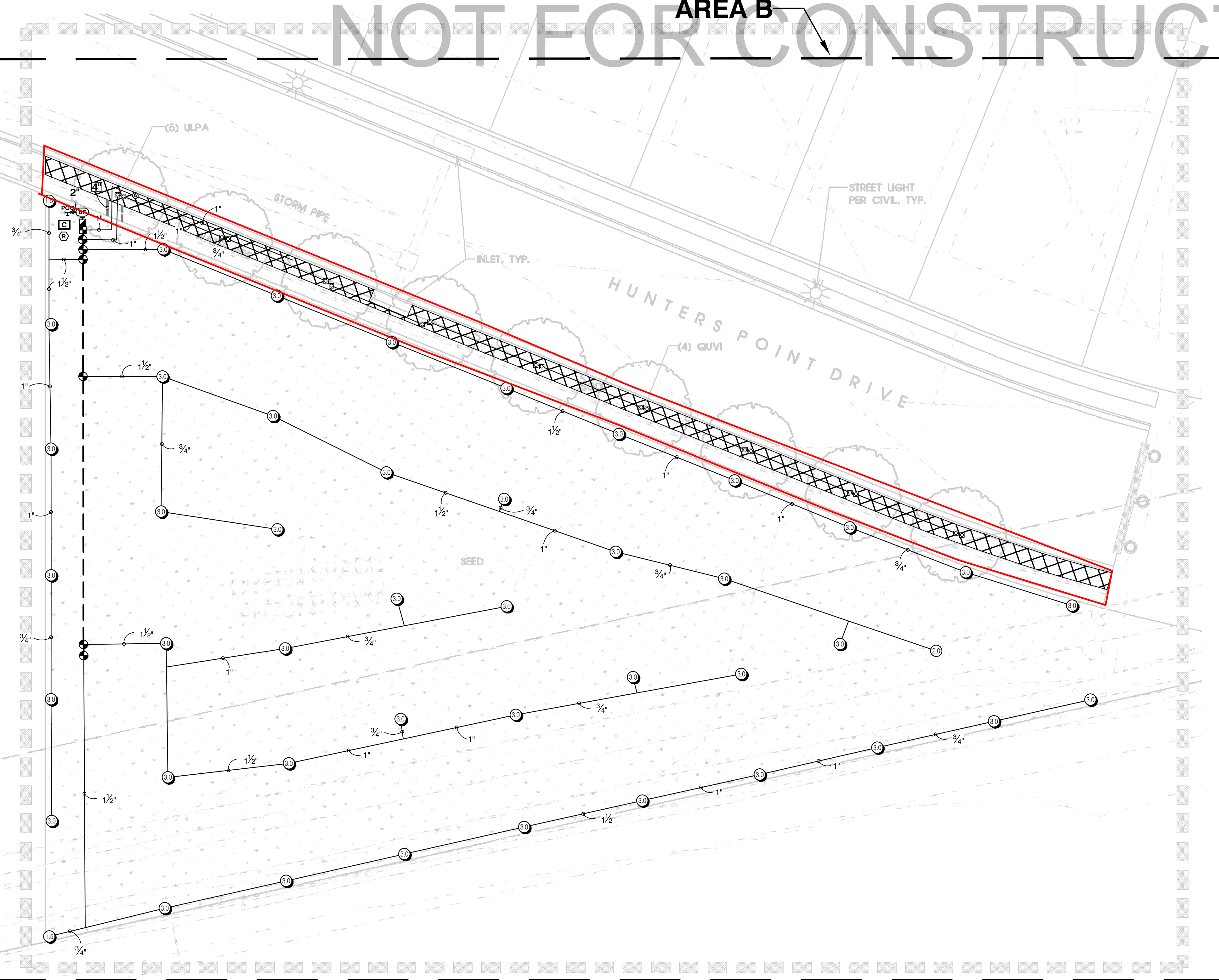
NOT FOR CONSTRUCTION

AREA B

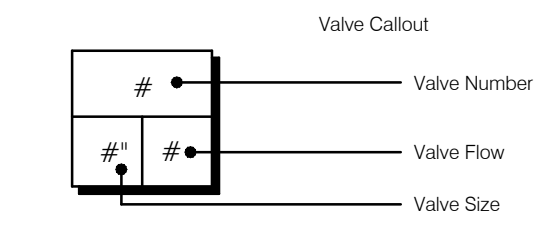
B1	1" 8.9
B2	1" 9
B3	1 1/2" 27
B4	1" 16.5

B5	1 1/2" 28.9
-----------	-------------

B6	1 1/2" 30
B7	1 1/2" 28.5



IRRIGATION SCHEDULE (AREA-B)		
SYMBOL	MANUFACTURER/MODEL	QTY
	Bubbler	18
	Rotor Head, 25' - 35' radius	44
	Rotor Head, 17' - 22' radius	1
	Drip Valve 1"	1
	Drip Air Relief Valve	1
	Area to Receive Dripline (Turf) 0.4gph-12" inline spacing (12' row)	1,328 l.f.
	Remote Control Valve 1"	2
	Remote Control Valve 1-1/2"	4
	Quick Coupler	1
	Backflow Preventer 1-1/2"	1
	Irrigation Controller	1
	Rain Sensor	1
	POC, to the Water Supply	1
	Irrigation Lateral Line Pipe 3/4"	727.9 l.f.
	Irrigation Lateral Line Pipe 1"	443.5 l.f.
	Irrigation Lateral Line Pipe 1 1/2"	608.1 l.f.
	Irrigation Mainline Pipe 2"	121.3 l.f.
	Pipe Sleeve 4"	3.9 l.f.



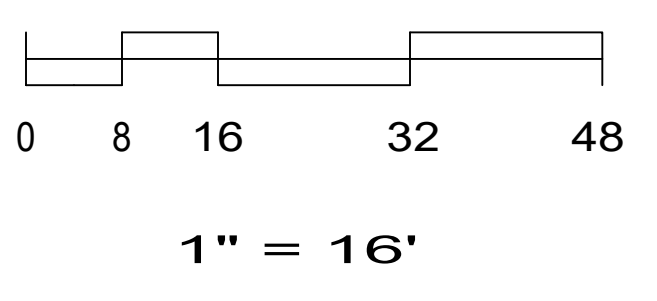
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(16) LEGR



EWING IRRIGATION
3441 E HARBOUR DRIVE
PHOENIX, AZ 85034
800-343-9464



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PROJECT:
BASTROP GROVE
BASTROP, TX

SHEET SIZE 24" X 36"
AT THIS SIZE SCALE
BAR WILL MEASURE 1"

REVISION:	

DATE: **08/23/22**

SCALE: **1" = 16'**

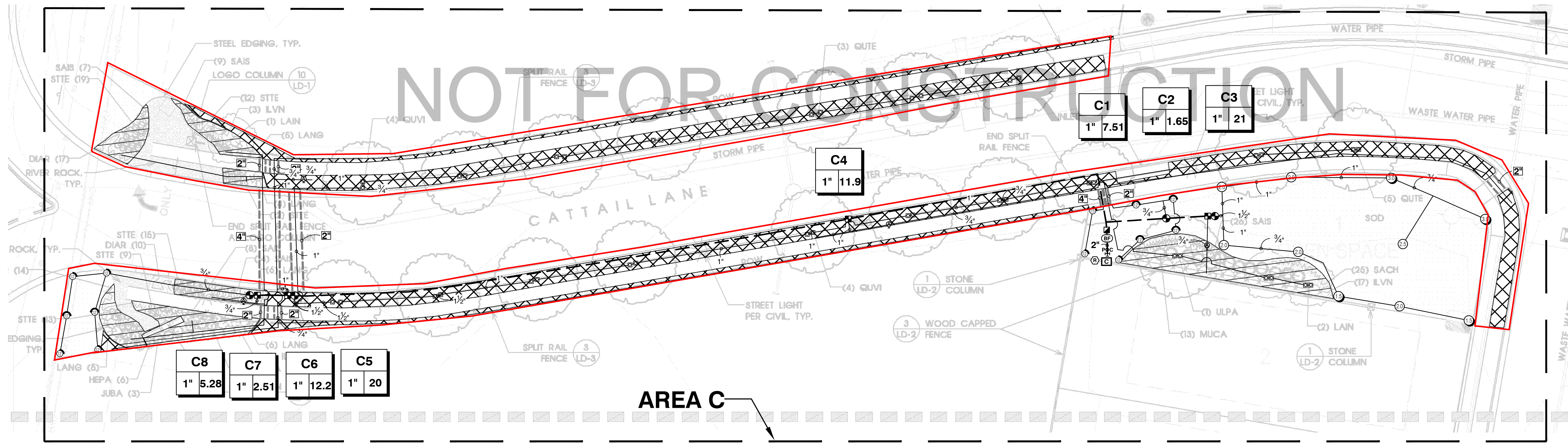
PROJECT: **24145**

TITLE:
IRRIGATION BID DESIGN ESTIMATE

SHEET:

IR-2

SHEET: 2 of 6



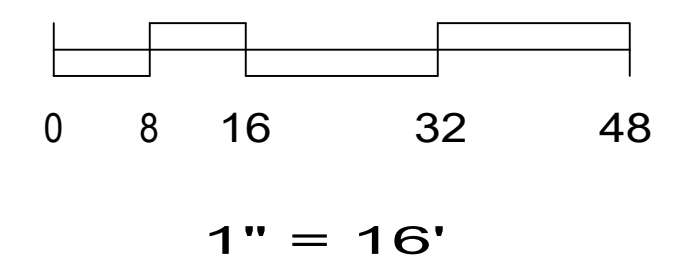
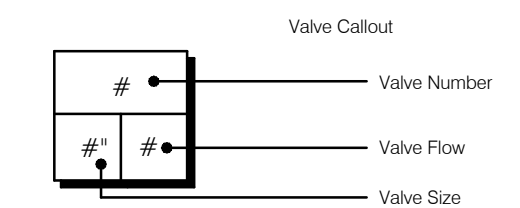
AREA C

IRRIGATION SCHEDULE (AREA-C)

SYMBOL	MANUFACTURER/MODEL	QTY
	Spray Turf Head, 12' radius	12
	Spray Turf Head, 15' radius	1
	Bubbler	40
SYMBOL	MANUFACTURER/MODEL	QTY
	Rotor Head, 25' - 35' radius	4
	Rotor Head, 17' - 22' radius	6
SYMBOL	MANUFACTURER/MODEL	QTY
	Drip Valve 1"	4
	Drip Air Relief Valve	4
	Area to Receive Dripline (Turf) 0.4gph-12" inline spacing (12' row)	3,596 l.f.
	Area to Receive Dripline (Shrub) 0.4gph-18" inline spacing (18' row)	929.4 l.f.
SYMBOL	MANUFACTURER/MODEL	QTY
	Remote Control Valve 1"	4
	Quick Coupler	1
	Backflow Preventer 1-1/2"	1
	Irrigation Controller	1
	Rain Sensor	1
	POC, to the Water Supply	1
	Irrigation Lateral Line Pipe 3/4"	1,208 l.f.
	Irrigation Lateral Line Pipe 1"	350.2 l.f.
	Irrigation Lateral Line Pipe 1 1/2"	49.1 l.f.
	Irrigation Mainline Pipe 2"	315.5 l.f.
	Pipe Sleeve 2"	53.0 l.f.
	Pipe Sleeve 4"	34.4 l.f.

DESIGN NOTES:

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- IRRIGATION NOTES:**
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3441 E HARBOUR DRIVE
PHOENIX, AZ 85034
800-343-9464



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PROJECT:
BASTROP GROVE
BASTROP, TX

SHEET SIZE 24" X 36"
AT THIS SIZE SCALE
BAR WILL MEASURE 1"

REVISION:

DATE: **08/23/22**

SCALE: **1" = 16'**

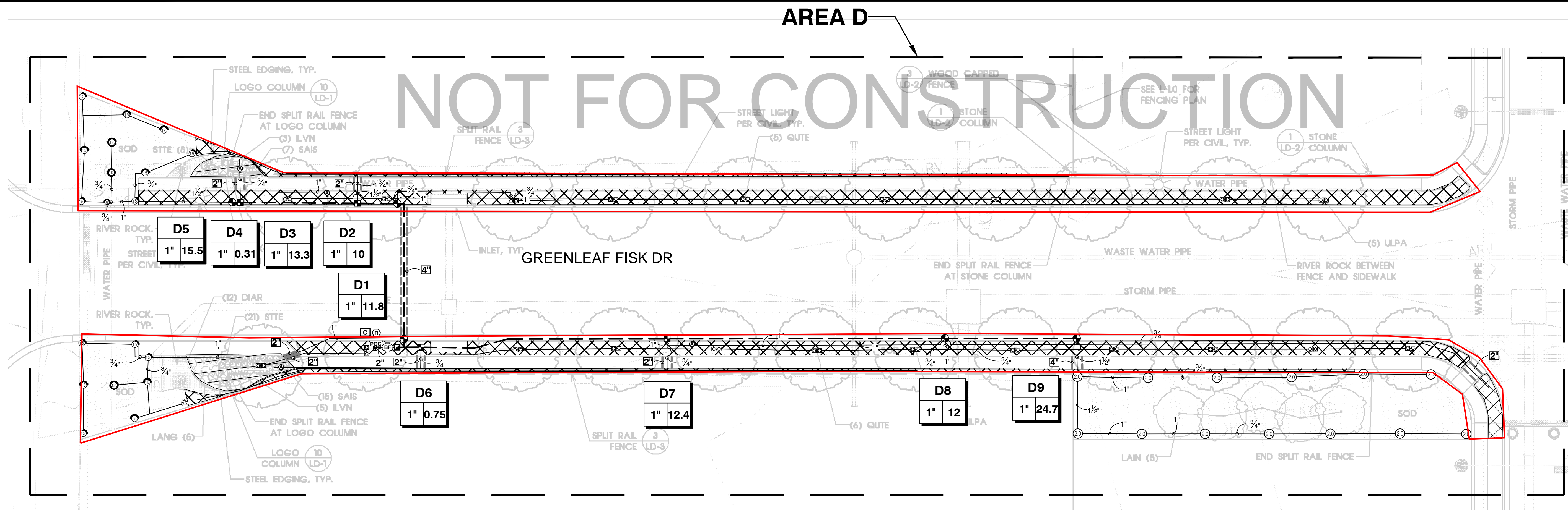
PROJECT: **24145**

TITLE:
IRRIGATION BID DESIGN ESTIMATE

SHEET:

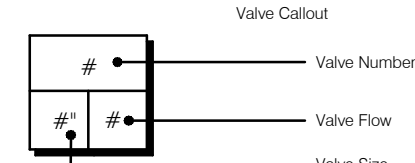
IR-3

SHEET: 3 of 6



IRRIGATION SCHEDULE (AREA-D)

SYMBOL	MANUFACTURER/MODEL	QTY
	Spray Turf Head, strip spray	1
	Spray Turf Head, 8' radius	1
	Spray Turf Head, 10' radius	2
	Spray Turf Head, 12' radius	3
	Spray Turf Head, 15' radius	13
	Bubbler	44
SYMBOL	MANUFACTURER/MODEL	QTY
	Rotor Head, 17' - 22' radius	13
SYMBOL	MANUFACTURER/MODEL	QTY
	Drip Valve 1"	4
	Drip Air Relief Valve	4
	Area to Receive Dripline (Turf) 0.4gph-12" inline spacing (12' row)	3,836 I.F.
	Area to Receive Dripline (Shrub) 0.4gph-18" inline spacing (18' row)	236.3 I.F.
SYMBOL	MANUFACTURER/MODEL	QTY
	Remote Control Valve 1"	5
	Quick Coupler	1
	Backflow Preventer 1-1/2"	1
	Irrigation Controller	1
	Rain Sensor	1
	POC, to the Water Supply	1
	Irrigation Lateral Line Pipe 3/4"	1,665 I.F.
	Irrigation Lateral Line Pipe 1"	274.9 I.F.
	Irrigation Lateral Line Pipe 1 1/2"	61.9 I.F.
	Irrigation Mainline Pipe 2"	306.5 I.F.
	Pipe Sleeve 2"	26.3 I.F.
	Pipe Sleeve 4"	41.9 I.F.

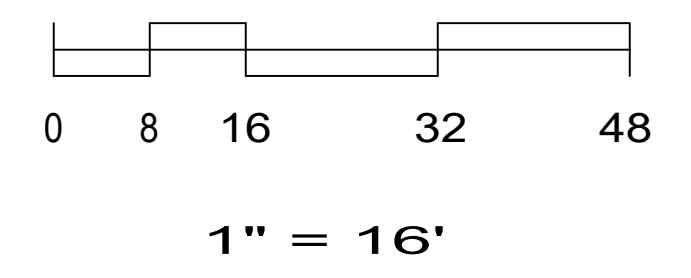


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3441 E HARBOUR DRIVE
PHOENIX, AZ 85034
800-343-9464



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PROJECT:
BASTROP GROVE
BASTROP, TX

SHEET SIZE 24" X 36"
AT THIS SIZE SCALE
BAR WILL MEASURE 1"

REVISION:

DATE: 08/23/22

SCALE: 1" = 16'

PROJECT: 24145

TITLE:
IRRIGATION BID
DESIGN ESTIMATE

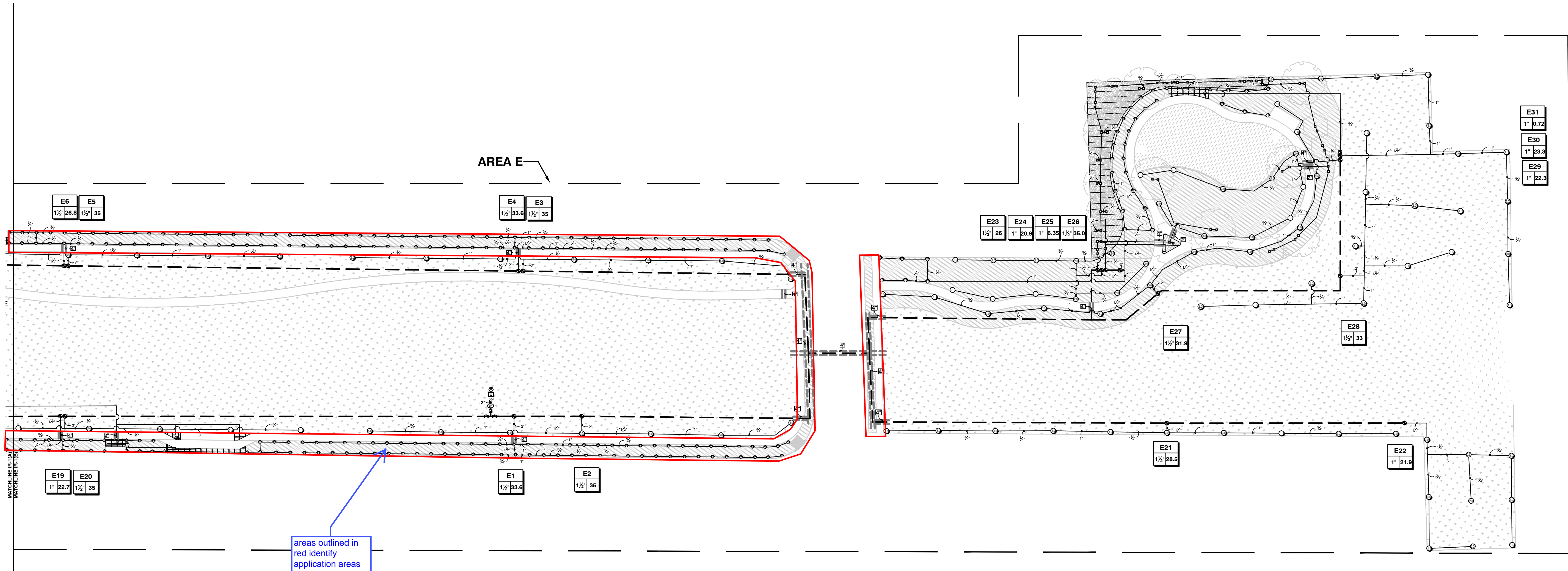
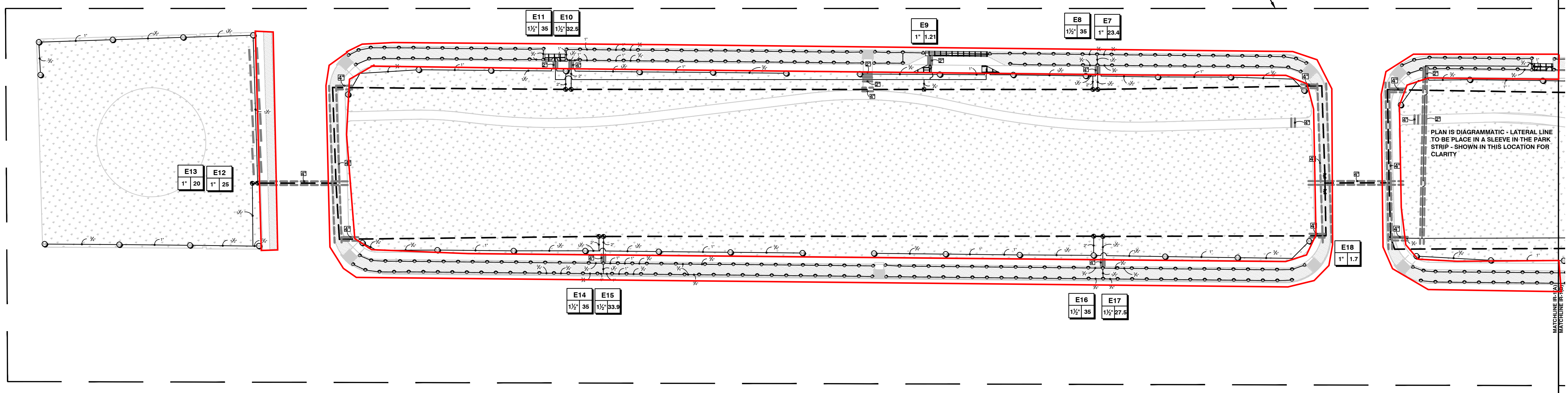
SHEET:

IR-4

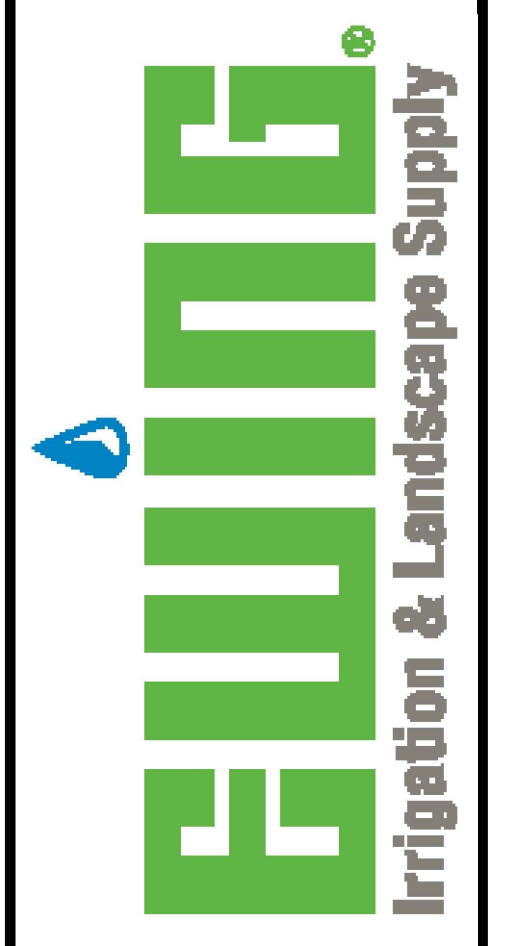
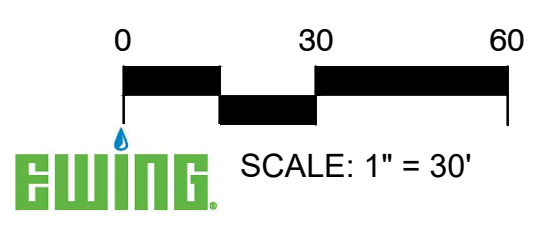
SHEET: 4 of 6

NOT FOR CONSTRUCTION

AREA E



areas outlined in red identify application areas for irrigation improvements in the Public ROW



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3441 E HARBOUR DRIVE
PHOENIX, AZ 85034
800-343-9464



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PROJECT:
BASTROP GROVE
BASTROP, TX

SHEET SIZE 24" X 36"
AT THIS SIZE SCALE
BAR WILL MEASURE 1"

REVISION:

△	---
△	---
△	---
△	---

DATE: 08/23/22

SCALE: 1" = 30'

PROJECT: 24145

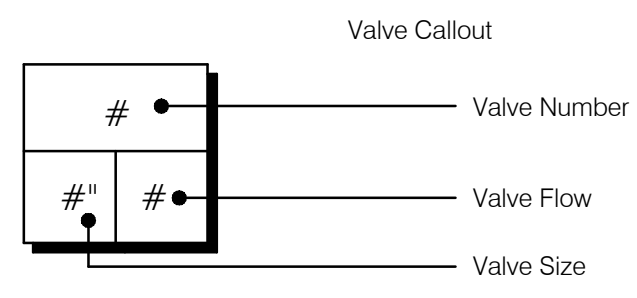
TITLE:
IRRIGATION BID
DESIGN ESTIMATE

SHEET:

IR-5

SHEET: 5 of 6

IRRIGATION SCHEDULE (OVERALL)		
SYMBOL	MANUFACTURER/MODEL	QTY
	Spray Turf Head, strip spray	13
	Spray Turf Head, 8' radius	518
	Spray Turf Head, 10' radius	13
	Spray Turf Head, 12' radius	28
	Spray Turf Head, 15' radius	49
	Bubbler	200
SYMBOL	MANUFACTURER/MODEL	QTY
	Rotor Head, 25' - 35' radius	162
	Rotor Head, 17' - 22' radius	44
SYMBOL	MANUFACTURER/MODEL	QTY
	Drip Valve 1"	16
	Drip Air Relief Valve	16
	Area to Receive Dripline (Turf) 0.4gph-12" inline spacing (12" row)	12,875 l.f.
	Area to Receive Dripline (Shrub) 0.4gph-18" inline spacing (18" row)	2,960 l.f.
SYMBOL	MANUFACTURER/MODEL	QTY
	Remote Control Valve 1"	23
	Remote Control Valve 1-1/2"	23
	Quick Coupler	5
	Isolation Valve 2"	4
	Backflow Preventer 1-1/2"	5
	Irrigation Controller	5
	Single Station Decoder	46
	Rain Sensor	5
	POC, to the Water Supply	5
	Irrigation Lateral Line Pipe 3/4"	11,700 l.f.
	Irrigation Lateral Line Pipe 1"	3,300 l.f.
	Irrigation Lateral Line Pipe 1 1/2"	2,300 l.f.
	Irrigation Lateral Line Pipe 2"	160.0 l.f.
	Irrigation Mainline Pipe 2"	4,420 l.f.
	Pipe Sleeve 2"	280 l.f.
	Pipe Sleeve 4"	840 l.f.



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3441 E HARBOUR DRIVE
PHOENIX, AZ 85034

800-343-9464



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PROJECT:
BASTROP GROVE
BASTROP, TX

SHEET SIZE 24" X 36"
AT THIS SIZE SCALE
BAR WILL MEASURE 1"

REVISION:

DATE: 08/23/22

SCALE: N.T.S

PROJECT: 24145

TITLE:
IRRIGATION BID
DESIGN ESTIMATE

SHEET:

OVERALL

SHEET: LGND

EXHIBIT B

License Agreement
 Bastrop Grove, Phase 1A
 0.120 of one Acre

LEGAL DESCRIPTION

FIELD NOTES FOR A 0.120 OF ONE ACRE (5,226 SQ. FT.) TRACT OF LAND IN THE NANCY BLAKEY SURVEY, ABSTRACT NO. 98, BASTROP COUNTY, TEXAS; BEING OUT OF THE RIGHTS-OF-WAY OF CATTAIL LANE (R.O.W. ~ VARIES, 50' MIN) AND BASS DRIVE (R.O.W. ~ 50') AS SHOWN ON THE PLAT OF BASTROP GROVE SECTION 4, PHASE 1A AS RECORDED IN CABINET 7, PAGES 140-A AND 140-B OF THE PLAT RECORDS OF BASTROP COUNTY, TEXAS; SAID 0.120 OF ONE ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with cap stamped "BGE INC" found on the east right-of-way line of State Highway 304 (R.O.W. ~ 120') as described in Volume 129, Page 637 of the Deed Records of Bastrop County, Texas, at the common corner of a remainder of a called 145.691 acre tract of land as conveyed unto MC Bastrop 71, LP in Volume 2097, Page 241 of the Official Public Records of Bastrop County, Texas, and the southwest corner of the right-of-way of said Cattail Lane, for the southwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, N 09° 40' 25" E, coincident with the common line of said State Highway 304 and said Cattail Lane, a distance of 25.63 feet to a calculated point at the beginning of a non-tangent curve, for the northwest corner of the herein described tract

THENCE, departing said common line, over and across the rights-of-way of said Cattail Lane and said Bass Drive, the following eight (8) courses:

- 1) Curving to the right, with a radius of 49.50 feet, an arc length of 19.94 feet, a central angle of 23°05'02", a chord bearing of N 88°16'44" E, and a chord distance of 19.81 feet to a calculated point at the end of this curve, for an angle point of the herein described tract;
- 2) S 80°10'45" E, a distance of 14.77 feet to a calculated point at the beginning of a tangent curve to the left, for an angle point of the herein described tract;
- 3) Curving to the left, with a radius of 265.50 feet, an arc length of 90.89 feet, a central angle of 19°36'52", a chord bearing of S 89°59'11" E, and a chord distance of 90.45 feet to a calculated point at the end of this curve, for an angle point of the herein described tract;

- 4) N 80°12'23" E, a distance of 226.88 feet to a calculated point at the beginning of a tangent curve to the right, for an angle point of the herein described tract;
- 5) Curving to the right, with a radius of 234.50 feet, an arc length of 68.07 feet, a central angle of 16°37'53", a chord bearing of N 88°31'20" E, and a chord distance of 67.83 feet to a calculated point at the beginning of a compound curve to the right, for an angle point of the herein described tract;
- 6) Curving to the right, with a radius of 24.50 feet, an arc length of 39.69 feet, a central angle of 92°49'39", a chord bearing of S 36°44'55" E, and a chord distance of 35.49 feet to a calculated point at the end of this curve, for an angle point of the herein described tract;
- 7) S 09°39'55" W, a distance of 27.01 feet to a calculated point for the southeast corner of the herein described tract;
- 8) N 80°20'05" W, a distance of 9.50 feet to a 1/2-inch iron rod with cap stamped "BGE INC" found on the west right-of-way line of said Bass Drive, at the common northeast corner of Lot 2 and Lot 1, Block D, of said Bastrop Grove Section 4, Phase 1A, for a corner of the herein described tract;

THENCE, with the west right-of-way line of said Bass Drive, the south right-of-way line of said Cattail Lane, the east and north lines of said Lot 1 and a north line of said MC Bastrop remainder tract, the following six (6) courses:

- 1) N 09°39'55" E, a distance of 27.01 feet to a 1/2-inch iron rod with cap stamped "BGE INC" found at the beginning of a tangent curve to the left, for an angle point of the herein described tract;
- 2) Curving to the left, with a radius of 15.00 feet, an arc length of 24.30 feet, a central angle of 92°49'39", a chord bearing of N 36°44'55" W, and a chord distance of 21.73 feet to a 1/2-inch iron rod with cap stamped "BGE INC" found at the beginning of a compound curve to the left, for an angle point of the herein described tract;
- 3) Curving to the left, with a radius of 225.00 feet, an arc length of 65.31 feet, a central angle of 16°37'53", a chord bearing of S 88°31'20" W, and a chord distance of 65.08 feet to a 1/2-inch iron rod with cap stamped "BGE INC" found at the end of this curve, for an angle point of the herein described tract;
- 4) S 80°12'23" W, a distance of 226.88 feet to a 1/2-inch iron rod with cap stamped "BGE INC" found at the beginning of a tangent curve to the right, for an angle point of the herein described tract;
- 5) Curving to the right, with a radius of 275.00 feet, an arc length of 50.14 feet, a central angle of 10°26'51", a chord bearing of S 85°25'49" W, and a chord

distance of 50.08 feet to a 1/2-inch iron rod with cap stamped "BGE INC" found at the end of this curve, for an angle point of the herein described tract;

- 6) S 82°57'59" W, a distance of 81.42 feet to the **POINT OF BEGINNING** and containing 0.120 of one acre (5,226 Sq. Ft.) of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by employees of BGE Inc. and are true and correct to the best of my knowledge. The basis of bearing recited herein is the Texas State Plane Coordinate System, Central Zone, NAD-83. There is an exhibit plat with like job number and date.

Dion P. Albertson

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 BGE, Inc.
 7330 San Pedro Ave, Suite 202
 San Antonio TX 78216
 Telephone: 210-581-3600
 TBPELS Licensed Surveying Firm No. 10194490



3/17/2022

Date

Date: March 17, 2022
 Project Number: 8119-00

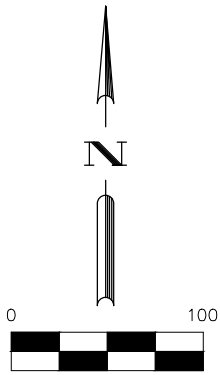
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EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

Item 8D.

NANCY BLAKEY SURVEY, A-98

MC BASTROP 71, LP
REMAINDER OF A CALLED
145.691 ACRES
VOLUME 2097, PG. 241 O.P.R.B.C.

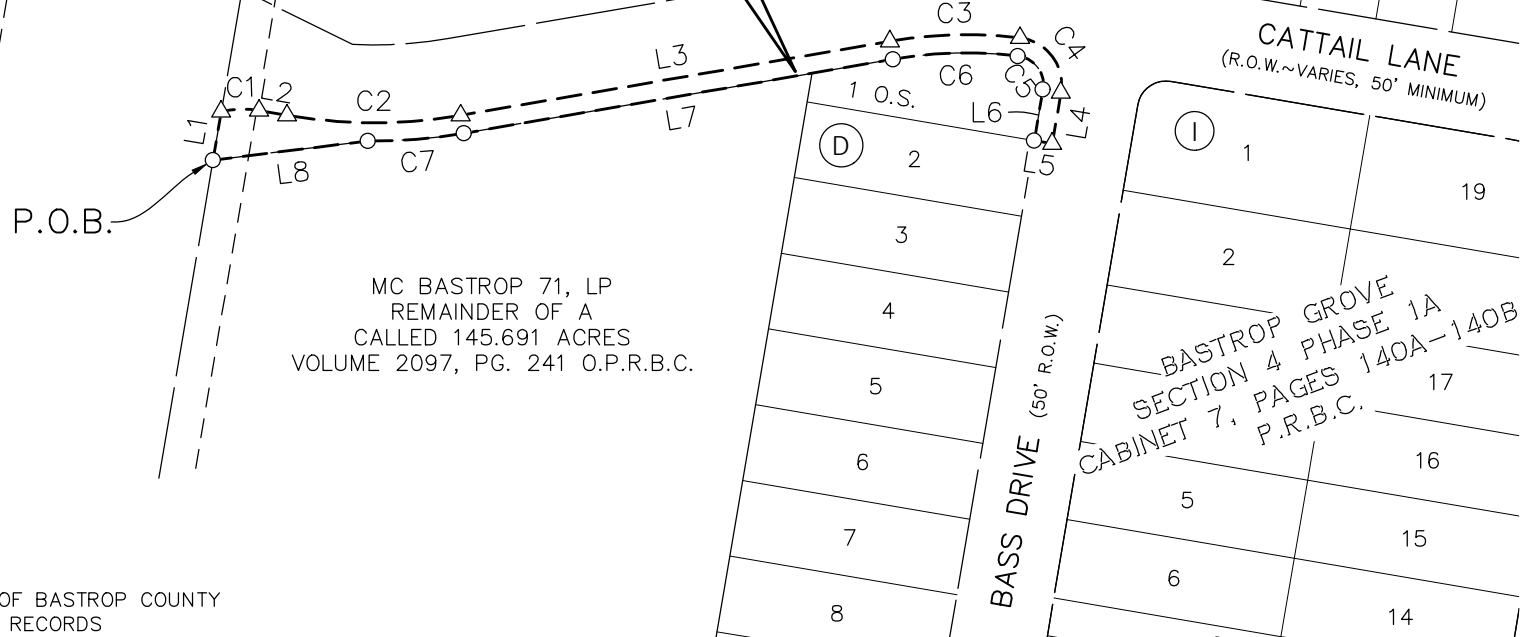


BEARING BASIS NOTE:
HORIZONTAL DATUM BASED
UPON TEXAS STATE PLANE
COORDINATE SYSTEM,
CENTRAL ZONE 4203, NAD83.

STATE HIGHWAY 304
(120' R.O.W.)
VOLUME 129, PAGE 637 D.R.B.C.

LICENSE AGREEMENT
0.120 OF ONE ACRE
(5,226 SQUARE FEET)

ELECTRIC TRANSMISSION AND/OR
DISTRIBUTION LINE EASEMENT
VOLUME 155, PG. 209
O.P.R.B.C.



LEGEND

- D.R.B.C. DEED RECORDS OF BASTROP COUNTY
- O.P.R.B.C. OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY
- O.S. OPEN SPACE
- P.O.B. POINT OF BEGINNING
- P.R.B.C. PLAT RECORDS OF BASTROP COUNTY
- R.O.W. RIGHT-OF-WAY
- FOUND 1/2" IRON ROD W/CAP
- △ STAMPED "BGE INC" CALCULATED POINT



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TBPELS Licensed Surveying Firm No. 10194490

SCALE: 1"=100'

SHEET 4

OF 5

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EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

Item 8D.

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 09°40'25" E	25.63'
L2	S 80°10'45" E	14.77'
L3	N 80°12'23" E	226.88'
L4	S 09°39'55" W	27.01'
L5	N 80°20'05" W	9.50'
L6	N 09°39'55" E	27.01'
L7	S 80°12'23" W	226.88'
L8	S 82°57'59" W	81.42'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	19.94'	49.50'	23°05'02"	N 88°16'44" E	19.81'
C2	90.89'	265.50'	19°36'52"	S 89°59'11" E	90.45'
C3	68.07'	234.50'	16°37'53"	N 88°31'20" E	67.83'
C4	39.69'	24.50'	92°49'39"	S 36°44'55" E	35.49'
C5	24.30'	15.00'	92°49'39"	N 36°44'55" W	21.73'
C6	65.31'	225.00'	16°37'53"	S 88°31'20" W	65.08'
C7	50.14'	275.00'	10°26'51"	S 85°25'49" W	50.08'

G:\TXC\Projects\Lennar\8119-00-Bastrop_Grove_Ph_1\SV\04_Finals\Drawings\ESMTS\8119-00_Irrigation LA1.dwg. 3/16/2022 11:29 AM. sbarger



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SCALE: 1"=100'

SHEET 5

OF 5

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EXHIBIT C

License Agreement
 Bastrop Grove, Phase 1A
 0.082 of one Acre

LEGAL DESCRIPTION

FIELD NOTES FOR A 0.082 OF ONE ACRE (3,560 SQ. FT.) TRACT OF LAND IN THE NANCY BLAKEY SURVEY, ABSTRACT NO. 98, BASTROP COUNTY, TEXAS; BEING OUT OF THE RIGHT-OF-WAY OF CATTAIL LANE (R.O.W. ~ VARIES, 50' MIN) AS SHOWN ON THE PLAT OF BASTROP GROVE SECTION 4, PHASE 1A AS RECORDED IN CABINET 7, PAGES 140-A AND 140-B OF THE PLAT RECORDS OF BASTROP COUNTY, TEXAS; SAID 0.082 OF ONE ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with cap stamped "BGE INC" found on the east right-of-way line of State Highway 304 (R.O.W. ~ 120') as described in Volume 129, Page 637 of the Deed Records of Bastrop County, Texas, at the common corner of a remainder of a called 145.691 acre tract of land as conveyed unto MC Bastrop 71, LP in Volume 2097, Page 241 of the Official Public Records of Bastrop County, Texas, and the northwest corner of the right-of-way of said Cattail Lane, for the northwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, coincident with the common line of said Cattail Lane and said MC Bastrop remainder tract, the following three (3) courses:

- 1) S 63°38'06" E, a distance of 64.18 feet to a 1/2-inch iron rod with cap stamped "BGE INC" found at the beginning of a non-tangent curve to the left, for an angle point of the herein described tract;
- 2) Curving to the left, with a radius of 225.00 feet, an arc length of 49.78 feet, a central angle of 12°40'35", a chord bearing of N 86°32'41" E, and a chord distance of 49.68 feet to a 1/2-inch iron rod with cap stamped "BGE INC" found at the end of this curve, for an angle point of the herein described tract;
- 3) N 80°12'23" E, a distance of 196.17 feet to a calculated point for the northeast corner of the herein described tract;

THENCE, departing said common line, over and across the right-of-way of said Cattail Lane, the following five (5) courses:

- 1) S 09°47'37" E, a distance of 9.49 feet to a calculated point for the southeast corner of the herein described tract;
- 2) S 80°12'14" W, a distance of 196.17 feet to a calculated point at the beginning of a tangent curve to the right, for an angle point of the herein described tract;
- 3) Curving to the right, with a radius of 234.44 feet, an arc length of 80.28 feet, a central angle of 19°37'10", a chord bearing of N 89°59'11" W, and a chord distance of 79.89 feet to a calculated point at the point of tangency, for an angle point of the herein described tract;
- 4) N 80°10'45" W, a distance of 15.15 feet to a calculated point at the beginning of a tangent curve to the right, for an angle point of the herein described tract;
- 5) Curving to the right, with a radius of 49.50 feet, an arc length of 19.64 feet, a central angle of 22°44'12", a chord bearing of N 68°48'39" W, and a chord distance of 19.51 feet to a calculated point on the common line of said State Highway 304 and said Cattail Lane, for the southwest corner of the herein described tract;

THENCE, N 9°40'25" E, coincident with the common line of said State Highway 304 and said Cattail Lane, a distance of 25.58 feet to the **POINT OF BEGINNING** and containing 0.082 of one acre (3,560 Sq. Ft.) of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by employees of BGE Inc. and are true and correct to the best of my knowledge. The basis of bearing recited herein is the Texas State Plane Coordinate System, Central Zone, NAD-83. There is an exhibit plat with like job number and date.



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 TBPELS Licensed Surveying Firm No. 10194490



3/17/2022

Date

Date: March 17, 2022
 Project Number: 8119-00

G:\TxC\Projects\Lennox\8119-00-Bastrop_Grove_Ph_1\SV\04_Finals\Drawings\ESMTS\8119-00_Irrigation_LA2.dwg, 3/16/2022 11:34 AM, sbarger

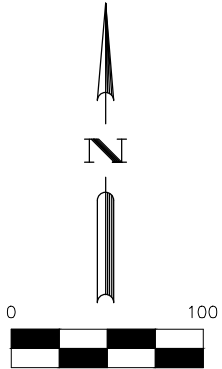
EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

Item 8D.

NANCY BLAKEY SURVEY, A-98

MC BASTROP 71, LP
REMAINDER OF A CALLED
145.691 ACRES
VOLUME 2097, PG. 241 O.P.R.B.C.

LICENSE AGREEMENT
0.082 OF ONE ACRE
(3,560 SQUARE FEET)

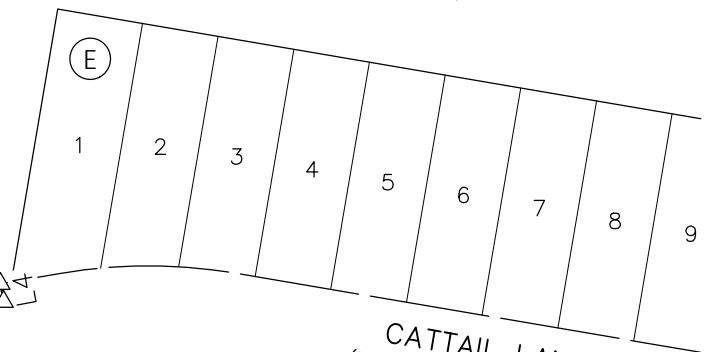


BEARING BASIS NOTE:
HORIZONTAL DATUM BASED
UPON TEXAS STATE PLANE
COORDINATE SYSTEM,
CENTRAL ZONE 4203, NAD83.

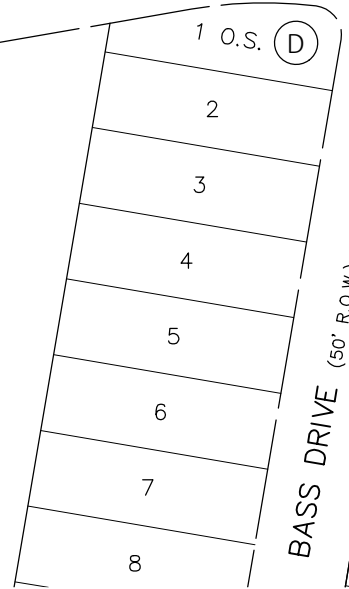
STATE HIGHWAY 304
(120' R.O.W.)
VOLUME 129, PAGE 637 D.R.B.C.

MC BASTROP 71, LP
REMAINDER OF A
CALLED 145.691 ACRES
VOLUME 2097, PG. 241 O.P.R.B.C.

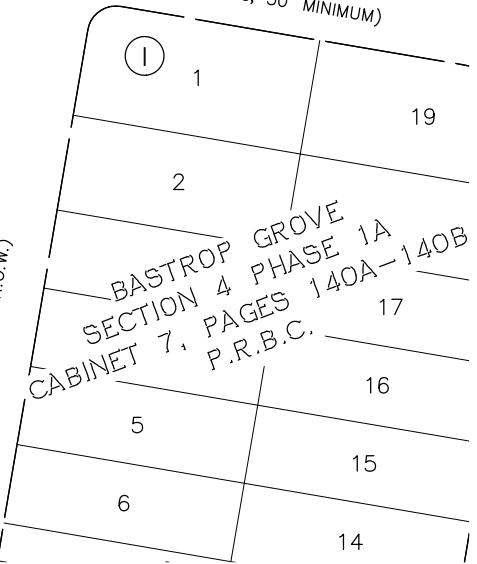
ELECTRIC TRANSMISSION AND/OR
DISTRIBUTION LINE EASEMENT
VOLUME 155, PG. 209
O.P.R.B.C.



CATTAIL LANE
(R.O.W. ~ VARIES, 50' MINIMUM)

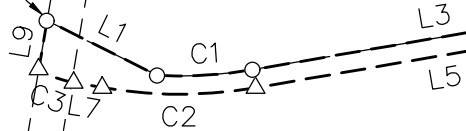


BASS DRIVE (50' R.O.W.)



BASTROP GROVE
SECTION 4 PHASE 1A
CABINET 7, PAGES 140A-140B
P.R.B.C.

P.O.B.



LEGEND

- D.R.B.C. DEED RECORDS OF BASTROP COUNTY
- O.P.R.B.C. OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY
- O.S. OPEN SPACE
- P.O.B. POINT OF BEGINNING
- P.R.B.C. PLAT RECORDS OF BASTROP COUNTY
- R.O.W. RIGHT-OF-WAY
- FOUND 1/2" IRON ROD W/CAP
- △ STAMPED "BGE INC" CALCULATED POINT



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SCALE: 1"=100'

SHEET 3

OF 4

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EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

Item 8D.

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 63°38'06" E	64.18'
L3	N 80°12'23" E	196.17'
L4	S 09°47'37" E	9.49'
L5	S 80°12'14" W	196.17'
L7	N 80°10'45" W	15.15'
L9	N 09°40'25" E	25.58'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	49.78'	225.00'	12°40'35"	N 86°32'41" E	49.68'
C2	80.28'	234.44'	19°37'10"	N 89°59'11" W	79.89'
C3	19.64'	49.50'	22°44'12"	N 68°48'39" W	19.51'

G:\TXC\Projects\Lenarr\8119-00-Bastrop_Grove_Ph_1\SV\04_Finals\Drawings\ESMTS\8119-00_Irrigation_LA2.dwg, 3/16/2022 11:35 AM, sbarger



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SCALE: 1"=100'

SHEET 4

OF 4

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EXHIBIT D

License Agreement
 Bastrop Grove, Phase 1A
 0.102 of one Acre

LEGAL DESCRIPTION

FIELD NOTES FOR A 0.102 OF ONE ACRE (4,450 SQ. FT.) TRACT OF LAND IN THE NANCY BLAKEY SURVEY, ABSTRACT NO. 98, BASTROP COUNTY, TEXAS; BEING OUT OF THE RIGHT-OF-WAY OF BULLHEAD ROAD (R.O.W. ~ VARIES, 50' MINIMUM) AS SHOWN ON THE PLAT OF BASTROP GROVE SECTION 4, PHASE 1A AS RECORDED IN CABINET 7, PAGES 140-A AND 140-B OF THE PLAT RECORDS OF BASTROP COUNTY, TEXAS; SAID 0.102 OF ONE ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with cap stamped "BGE INC" found at the common corner of a remainder of a called 145.691 acre tract of land as conveyed unto MC Bastrop 71, LP in Volume 2097, Page 241 of the Official Public Records of Bastrop County, Texas, and the northwest corner of the right-of-way of said Bullhead Road, for the northwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, S 80°19'14" E, coincident with the common line of said Bullhead Road and said MC Bastrop remainder tract, a distance of 29.50 feet to a calculated point for the northeast corner of the herein described tract;

THENCE, departing said common line, over and across the right-of-way of said Bullhead Road, the following seven (7) courses:

- 1) S 9°40'46" W, a distance of 78.37 feet to a calculated point at the beginning of a tangent curve to the left;
- 2) Curving to the left, with a radius of 215.50 feet, an arc length of 103.96 feet, a central angle of 27°38'24", a chord bearing of S 04°08'26" E, and a chord distance of 102.95 feet to a calculated point at the end of this curve, for an angle point of the herein described tract;
- 3) S 17°57'38" E, a distance of 69.01 feet to a calculated point at the beginning of a tangent curve to the right;

- 4) Curving to the right, with a radius of 184.50 feet, an arc length of 88.96 feet, a central angle of $27^{\circ}37'32''$, a chord bearing of S $4^{\circ}08'52''$ E, and a chord distance of 88.10 feet to a calculated point at the end of this curve, for an angle point of the herein described tract;
- 5) S $09^{\circ}40'46''$ W, a distance of 42.45 feet to a calculated point at the beginning of a tangent curve to the right, for an angle point of the herein described tract;
- 6) Curving to the right, with a radius of 24.55 feet, an arc length of 19.24 feet, a central angle of $44^{\circ}54'10''$, a chord bearing of S $32^{\circ}07'51''$ W, and a chord distance of 18.75 feet to a calculated point at the end of this curve, for the southeast corner of the herein described tract;
- 7) N $35^{\circ}19'55''$ W, a distance of 9.50 feet to a calculated point on the common line of said Bullhead Road and Lot 17, Block E of said Bastrop Grove Section 4 Phase 1A, at the beginning of a non-tangent curve to the left, for the southwest corner of the herein described tract;

THENCE, with the common line of said Bullhead Road, said Lot 17 and said MC Bastrop remainder tract, the following seven (7) courses:

- 1) Curving to the left, with a radius of 15.00 feet, an arc length of 11.78 feet, a central angle of $44^{\circ}59'53''$, a chord bearing of N $32^{\circ}09'51''$ E, and a chord distance of 11.48 feet to a calculated point at the end of this curve, for an angle point of the herein described tract;
- 2) N $09^{\circ}39'55''$ E, a distance of 42.45 feet to a calculated point at the beginning of a tangent curve to the left, for an angle point of the herein described tract;
- 3) Curving to the left, with a radius of 175.00 feet, an arc length of 84.38 feet, a central angle of $27^{\circ}37'32''$, a chord bearing of N $04^{\circ}08'52''$ W, and a chord distance of 83.56 feet to a calculated point at the end of this curve, for an angle point of the herein described tract;
- 4) N $17^{\circ}57'38''$ W, a distance of 69.01 feet to a calculated point at the beginning of a tangent curve to the right, for an angle point of the herein described tract;
- 5) Curving to the right, with a radius of 225.00 feet, an arc length of 108.55 feet, a central angle of $27^{\circ}38'30''$, a chord bearing of N $04^{\circ}08'23''$ W, and a chord distance of 107.50 feet to a calculated point at the end of this curve, for an angle point of the herein described tract;

- 6) N 09°40'53" E, a distance of 11.70 feet to a calculated point for an angle point of the herein described tract;
- 7) N 07°01'06" W, a distance of 69.60 feet to the **POINT OF BEGINNING** and containing 0.102 of one acre (4,450 Sq. Ft.) of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by employees of BGE Inc. and are true and correct to the best of my knowledge. The basis of bearing recited herein is the Texas State Plane Coordinate System, Central Zone, NAD-83. There is an exhibit plat with like job number and date.

Dion P. Albertson

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 TBPELS Licensed Surveying Firm No. 10194490

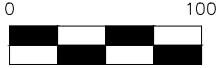


3/17/2022
 Date

Date: March 17, 2022
 Project Number: 8119-00

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

Item 8D.



AGNES STREET
(R.O.W.~VARIES)
CABINET 6, PG. 114B-115A P.R.B.C.

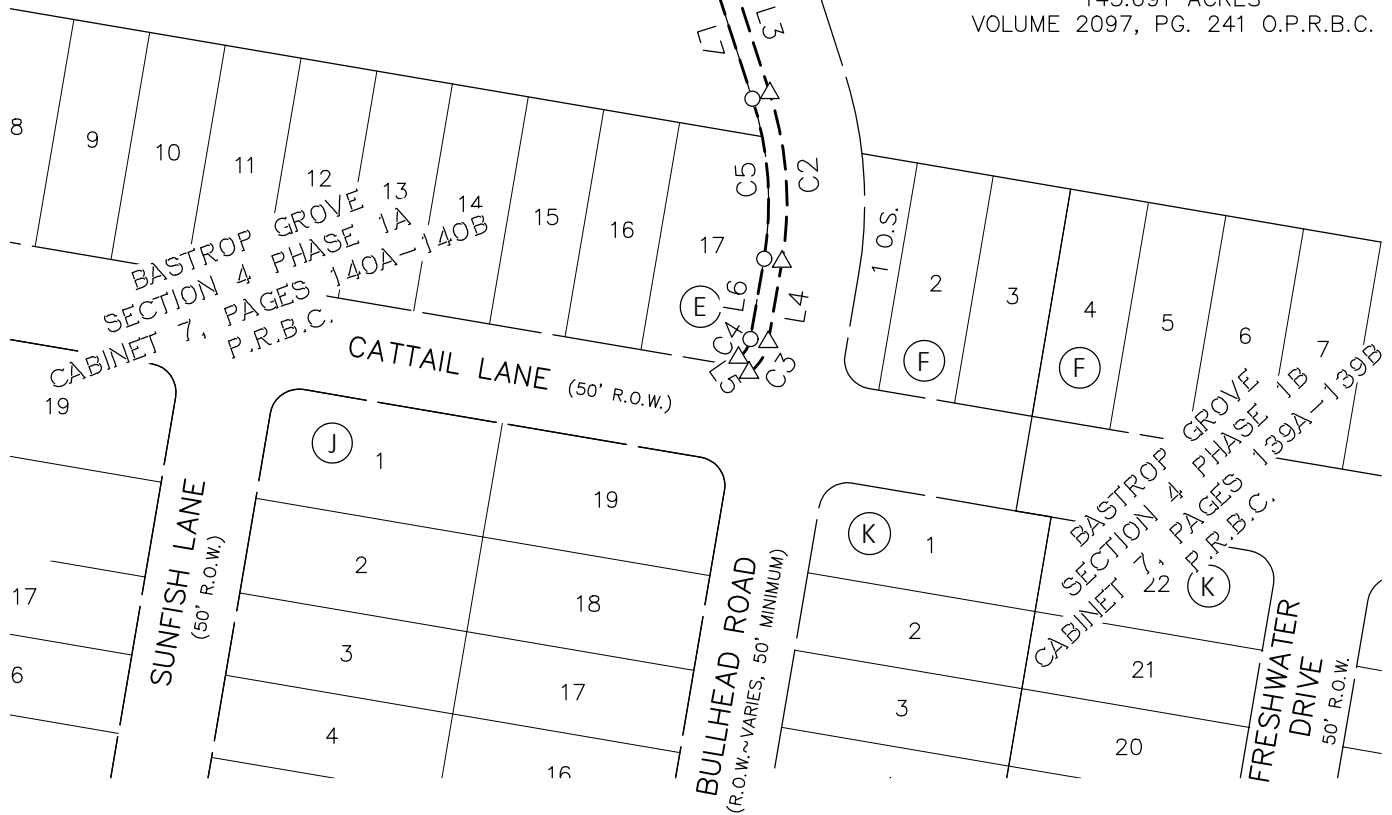
NANCY BLAKEY
SURVEY, A-98

BEARING BASIS NOTE:
HORIZONTAL DATUM BASED
UPON TEXAS STATE PLANE
COORDINATE SYSTEM,
CENTRAL ZONE 4203, NAD83.

MC BASTROP 71, LP
REMAINDER OF A CALLED
145.691 ACRES
VOLUME 2097, PG. 241 O.P.R.B.C.

LICENSE AGREEMENT
0.102 OF ONE ACRE
(4,450 SQUARE FEET)

MC BASTROP 71, LP
REMAINDER OF A CALLED
145.691 ACRES
VOLUME 2097, PG. 241 O.P.R.B.C.



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TBPELS Licensed Surveying Firm No. 10194490

SCALE: 1"=100'

SHEET 4

OF 5

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EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 80°19'14" E	29.50'
L2	S 09°40'46" W	78.37'
L3	S 17°57'38" E	69.01'
L4	S 09°40'46" W	42.45'
L5	N 35°19'55" W	9.50'
L6	N 09°39'55" E	42.45'
L7	N 17°57'38" W	69.01'
L8	N 09°40'53" E	11.70'
L9	N 07°01'06" W	69.60'

LEGEND

- D.R.B.C. DEED RECORDS OF BASTROP COUNTY
- O.P.R.B.C. OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY
- O.S. OPEN SPACE
- P.O.B. POINT OF BEGINNING
- P.R.B.C. PLAT RECORDS OF BASTROP COUNTY
- R.O.W. RIGHT-OF-WAY
- FOUND 1/2" IRON ROD W/CAP
- △ STAMPED "BGE INC"
- △ CALCULATED POINT

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	103.96'	215.50'	27°38'24"	S 04°08'26" E	102.95'
C2	88.96'	184.50'	27°37'32"	S 04°08'52" E	88.10'
C3	19.24'	24.55'	44°54'10"	S 32°07'51" W	18.75'
C4	11.78'	15.00'	44°59'53"	N 32°09'51" E	11.48'
C5	84.38'	175.00'	27°37'32"	N 04°08'52" W	83.56'
C6	108.55'	225.00'	27°38'30"	N 04°08'23" W	107.50'



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SCALE: 1"=100'

SHEET 5

OF 5

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84

EXHIBIT E

License Agreement
 Bastrop Grove, Phase 1A
 0.107 of one Acre

LEGAL DESCRIPTION

FIELD NOTES FOR A 0.107 OF ONE ACRE (4,649 SQ. FT.) TRACT OF LAND IN THE NANCY BLAKEY SURVEY, ABSTRACT NO. 98, BASTROP COUNTY, TEXAS; BEING OUT OF THE RIGHTS-OF-WAY OF BULLHEAD ROAD (R.O.W. ~ VARIES, 50' MINIMUM) AND CATTAIL LANE (R.O.W. ~ VARIES, 50' MINIMUM) AS SHOWN ON THE PLAT OF BASTROP GROVE SECTION 4, PHASE 1A AS RECORDED IN CABINET 7, PAGES 140-A AND 140-B OF THE PLAT RECORDS OF BASTROP COUNTY, TEXAS; SAID 0.107 OF ONE ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with cap stamped "BGE INC" found at the common corner of a remainder of a called 145.691 acre tract of land as conveyed unto MC Bastrop 71, LP in Volume 2097, Page 241 of the Official Public Records of Bastrop County, Texas, and the northeast corner of the right-of-way of said Bullhead Road, for the northeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, coincident with the common line of said Bullhead Road, said MC Bastrop remainder tract and Lot 1, Block F of said Bastrop Grove Section 4 Phase 1A, the following eight (8) courses:

- 1) S 26°22'49" W, a distance of 69.60 feet to a 1/2-inch iron rod with cap stamped "BGE INC" found for an angle point of the herein described tract;
- 2) S 09°40'53" W, a distance of 11.70 feet to a 1/2-inch iron rod with cap stamped "BGE INC" found at the beginning of a tangent curve to the left, for an angle point of the herein described tract;
- 3) Curving to the left, with a radius of 175.00 feet, an arc length of 84.43 feet, a central angle of 27°38'30", a chord bearing of S 04°08'23" E, and a chord distance of 83.61 feet to a 1/2-inch iron rod with cap stamped "BGE INC" found at the end of this curve, for an angle point of the herein described tract;
- 4) S 17°57'38" E, a distance of 69.01 feet to a 1/2-inch iron rod with cap stamped "BGE INC" found at the beginning of a tangent curve to the right, for an angle point of the herein described tract;

Page 1 of 5

- 5) Curving to the right, with a radius of 225.00 feet, an arc length of 108.49 feet, a central angle of $27^{\circ}37'32''$, a chord bearing of $S\ 04^{\circ}08'52''\ E$, and a chord distance of 107.44 feet to a 1/2-inch iron rod with cap stamped "BGE INC" found at the end of this curve, for an angle point of the herein described tract;
- 6) $S\ 09^{\circ}39'55''\ W$, a distance of 42.45 feet to a 1/2-inch iron rod with cap stamped "BGE INC" found at the beginning of a tangent curve to the left, for an angle point of the herein described tract;
- 7) Curving to the left, with a radius of 15.00 feet, an arc length of 23.56 feet, a central angle of $90^{\circ}00'00''$, a chord which bears $S\ 35^{\circ}20'05''\ E$, and a chord distance of 21.21 feet to a 1/2-inch iron rod with cap stamped "BGE INC" found at the end of this curve, for an angle point of the herein described tract;
- 8) $S\ 80^{\circ}20'05''\ E$, a distance of 5.40 feet to a 1/2-inch iron rod with cap stamped "BGE INC" found at the common southeast corner of said Lot 1 and southwest corner of Lot 2, Block F of said Bastrop Grove Section 4 Phase 1A, for an exterior corner of the herein described tract;

THENCE, departing said common line, over and across the rights-of-way of said Cattail Lane and said Bullhead Road, the following eight (8) courses:

- 1) $S\ 09^{\circ}39'55''\ W$, a distance of 9.50 feet to a calculated point for the most southerly corner of the herein described tract;
- 2) $N\ 80^{\circ}20'05''\ W$, a distance of 5.40 feet to a calculated point at the beginning of a tangent curve to the right, for an angle point of the herein described tract;
- 3) Curving to the right, with a radius of 24.50 feet, an arc length of 38.48 feet, a central angle of $90^{\circ}00'00''$, a chord bearing of $N\ 35^{\circ}20'05''\ W$, and a chord distance of 34.65 feet to a calculated point at the end of this curve, for an angle point of the herein described tract;
- 4) $N\ 09^{\circ}39'55''\ E$, a distance of 42.45 feet to a calculated point at the beginning of a tangent curve to the left, for an angle point of the herein described tract;
- 5) Curving to the left, with a radius of 215.50 feet, an arc length of 103.91 feet, a central angle of $27^{\circ}37'32''$, a chord bearing of $N\ 04^{\circ}08'52''\ W$, and a chord

- distance of 102.90 feet to a calculated point at the end of this curve, for an angle point of the herein described tract;
- 6) N 17°57'38" W, a distance of 69.01 feet to a calculated point at the beginning of a tangent curve to the right, for an angle point of the herein described tract;
- 7) Curving to the right, with a radius of 184.50 feet, an arc length of 89.00 feet, a central angle of 27°38'24", a chord which bears N 04°08'26" W, and a chord distance of 88.14 feet to a calculated point at the end of this curve, for an angle point of the herein described tract;
- 8) N 09°40'46" E, a distance of 78.37 feet to a calculated point on the common line of said MC Bastrop remainder tract and said Bullhead Road, for the northwest corner of the herein described tract;

THENCE, S 80°19'14" E, coincident with said common line, a distance of 29.50 feet to the **POINT OF BEGINNING** and containing 0.107 of one acre (4,649 Sq. Ft.) of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by employees of BGE Inc. and are true and correct to the best of my knowledge. The basis of bearing recited herein is the Texas State Plane Coordinate System, Central Zone, NAD-83. There is an exhibit plat with like job number and date.

Dion P. Albertson

Dion P. Albertson RPLS No. 4963
 BGE, Inc.
 7330 San Pedro Ave, Suite 202
 San Antonio TX 78216
 Telephone: 210-581-3600
 TBPELS Licensed Surveying Firm No. 10194490



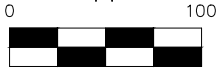
3/17/2022

Date

Date: March 17, 2022
 Project Number: 8119-00

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

Item 8D.



AGNES STREET
(R.O.W.~VARIES)
CABINET 6, PG. 114B-115A P.R.B.C.

NANCY BLAKEY
SURVEY, A-98

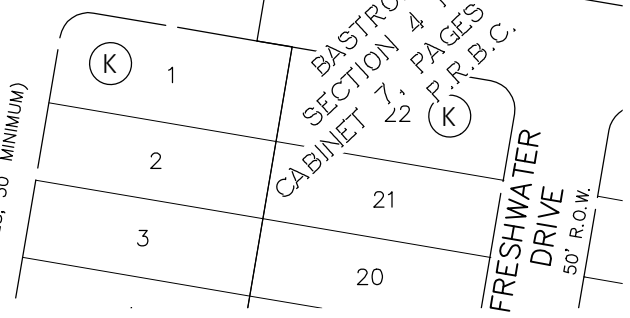
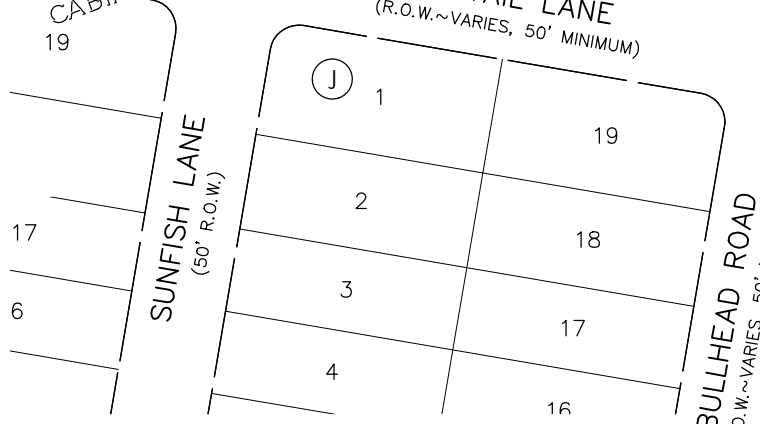
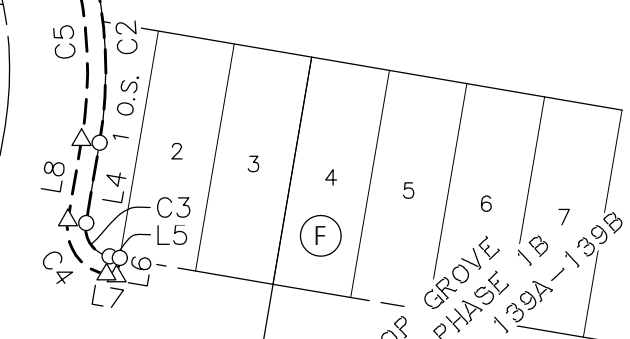
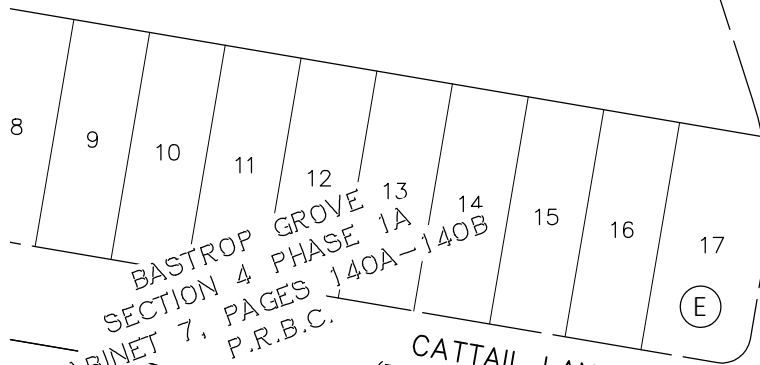
BEARING BASIS NOTE:

HORIZONTAL DATUM BASED
UPON TEXAS STATE PLANE
COORDINATE SYSTEM,
CENTRAL ZONE 4203, NAD83.

MC BASTROP 71, LP
REMAINDER OF A CALLED
145.691 ACRES
VOLUME 2097, PG. 241 O.P.R.B.C.

LICENSE AGREEMENT
0.107 OF ONE ACRE
(4,649 SQUARE FEET)

MC BASTROP 71, LP
REMAINDER OF A CALLED
145.691 ACRES
VOLUME 2097, PG. 241 O.P.R.B.C.



CATTAIL LANE
(R.O.W.~VARIES, 50' MINIMUM)

SUNFISH LANE
(50' R.O.W.)

BULLHEAD ROAD
R.O.W.~VARIES, 50' MINIMUM

FRESHWATER DRIVE
50' R.O.W.



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TBPELS Licensed Surveying Firm No. 10194490

SCALE: 1"=100'
SHEET 4
OF 5

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EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 26°22'49" W	69.60'
L2	S 09°40'53" W	11.70'
L3	S 17°57'38" E	69.01'
L4	S 09°39'55" W	42.45'
L5	S 80°20'05" E	5.40'
L6	S 09°39'55" W	9.50'
L7	N 80°20'05" W	5.40'
L8	N 09°39'55" E	42.45'
L9	N 17°57'38" W	69.01'
L10	N 09°40'46" E	78.37'
L11	S 80°19'14" E	29.50'

LEGEND

- D.R.B.C. DEED RECORDS OF BASTROP COUNTY
- O.P.R.B.C. OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY
- O.S. OPEN SPACE
- P.O.B. POINT OF BEGINNING
- P.R.B.C. PLAT RECORDS OF BASTROP COUNTY
- R.O.W. RIGHT-OF-WAY
- FOUND 1/2" IRON ROD W/CAP STAMPED "BGE INC"
- △ CALCULATED POINT

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	84.43'	175.00'	27°38'30"	S 04°08'23" E	83.61'
C2	108.49'	225.00'	27°37'32"	S 04°08'52" E	107.44'
C3	23.56'	15.00'	90°00'00"	S 35°20'05" E	21.21'
C4	38.48'	24.50'	90°00'00"	N 35°20'05" W	34.65'
C5	103.91'	215.50'	27°37'32"	N 04°08'52" W	102.90'
C6	89.00'	184.50'	27°38'24"	N 04°08'26" W	88.14'



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 TBPELS Licensed Surveying Firm No. 10194490

SCALE: 1"=100'

SHEET 5

OF 5

EXHIBIT F

License Agreement
 Bastrop Grove, Phase 1A
 0.022 of one Acre

LEGAL DESCRIPTION

FIELD NOTES FOR A 0.022 OF ONE ACRE (951 SQ. FT.) TRACT OF LAND IN THE NANCY BLAKEY SURVEY, ABSTRACT NO. 98, BASTROP COUNTY, TEXAS; BEING OUT OF THE REMAINING PORTION OF A CALLED 35.401 ACRE TRACT OF LAND DESCRIBED AS TRACT 1B AS CONVEYED TO LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD. BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 202019563 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS; SAID 0.022 OF ONE ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with cap stamped "BGE INC" found on the common north line of the above described Lennar remainder tract and the south line of Bastrop Grove Section 4, Phase 1B, a subdivision as recorded in Cabinet 7, Pages 139A-139B of the Plat Records of Bastrop County, Texas, at the common southwest corner of Lot 44, Block A and the southeast corner of the right-of-way of Black Buffalo Road (R.O.W.~50') as shown on said plat of Bastrop Grove Section 4 Phase 1B, for the northeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, departing the south line of said Bastrop Grove Section 4 Phase 1B, over and across said Lennar remainder tract, the following three (3) courses:

- 1) S 09°39'55" W, a distance of 100.07 feet to a calculated point for the southeast corner of the herein described tract;
- 2) N 78°15'18" W, a distance of 9.51 feet to a calculated point for the southwest corner of the herein described tract;
- 3) N 09°39'55" E, a distance of 100.07 feet to a calculated point on the common north line of said Lennar remainder tract and south line of said Bastrop Grove Section 4 Phase 1B, for the northeast corner of the herein described tract;

THENCE, S 78°15'18" E, coincident with said common line, a distance of 9.51 feet to the **POINT OF BEGINNING** and containing 0.022 of one acre (951 Sq. Ft.) of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by employees of BGE Inc. and are true and correct to the best of my knowledge. The basis of bearing recited herein is the Texas State Plane Coordinate System, Central Zone, NAD-83. There is an exhibit plat with like job number and date.

Dion P. Albertson

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BGE, Inc.
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Telephone: 210-581-3600
TBPELS Licensed Surveying Firm No. 10194490



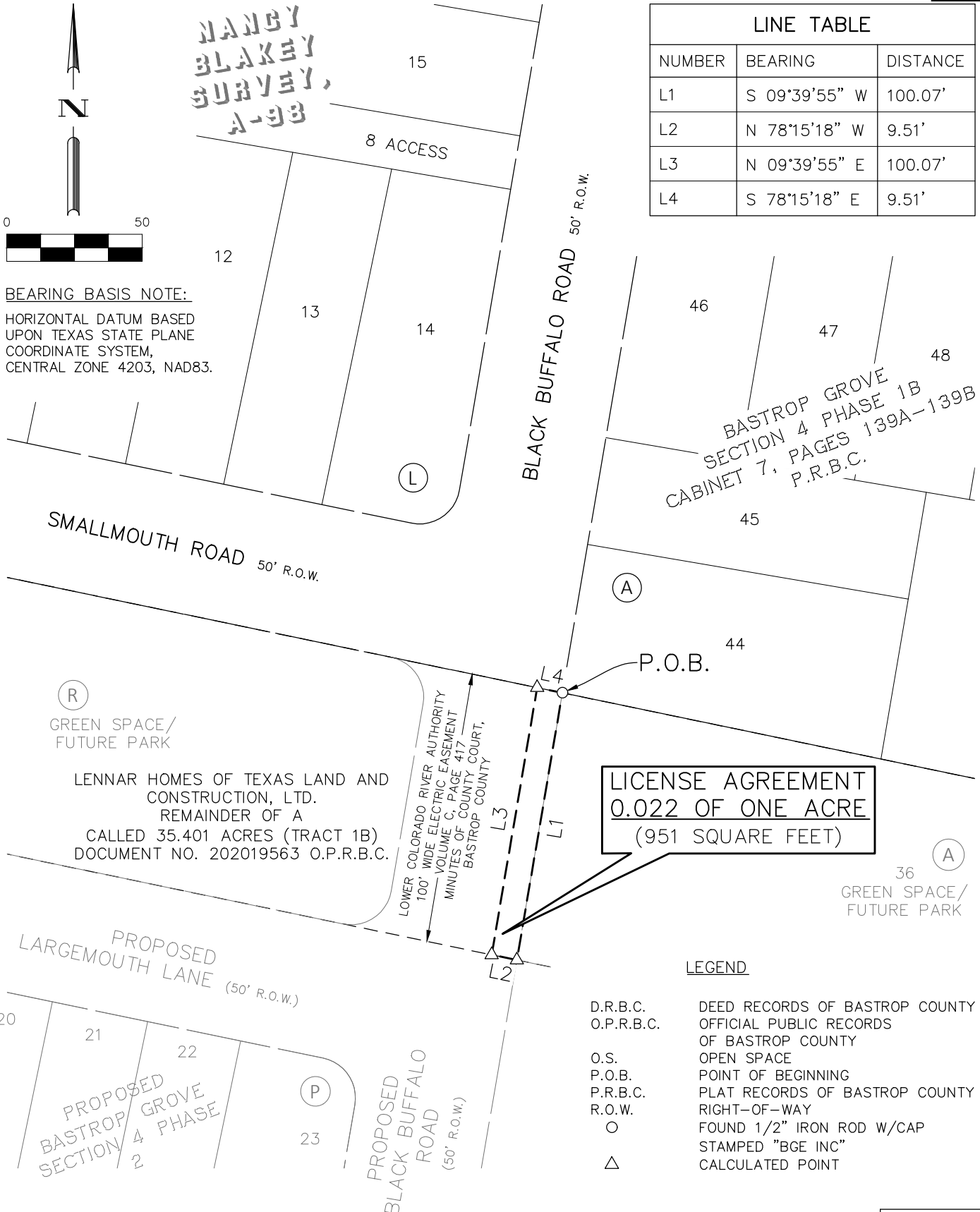
3/17/2022

Date

Date: March 17, 2022
Project Number: 8119-00

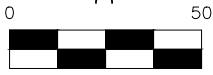
Item 8D.

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 09°39'55" W	100.07'
L2	N 78°15'18" W	9.51'
L3	N 09°39'55" E	100.07'
L4	S 78°15'18" E	9.51'

BEARING BASIS NOTE:
 HORIZONTAL DATUM BASED UPON TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83.



(R)
 GREEN SPACE/
 FUTURE PARK

LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.
 REMAINDER OF A
 CALLED 35.401 ACRES (TRACT 1B)
 DOCUMENT NO. 202019563 O.P.R.B.C.

LICENSE AGREEMENT
0.022 OF ONE ACRE
(951 SQUARE FEET)

(A)
 36
 GREEN SPACE/
 FUTURE PARK

LEGEND

- D.R.B.C. DEED RECORDS OF BASTROP COUNTY
- O.P.R.B.C. OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY
- O.S. OPEN SPACE
- P.O.B. POINT OF BEGINNING
- P.R.B.C. PLAT RECORDS OF BASTROP COUNTY
- R.O.W. RIGHT-OF-WAY
- FOUND 1/2" IRON ROD W/CAP
- △ STAMPED "BGE INC" CALCULATED POINT



BGE, Inc.
 7330 San Pedro Ave., Suite 202, San Antonio, TX 78216
 Tel: 210-581-3600 • www.bgeinc.com
 TBPELS Licensed Surveying Firm No. 10194490

SCALE: 1"=50'

SHEET 3

OF 3

Copyright 2022

LEGAL DESCRIPTION

FIELD NOTES FOR A 0.199 OF ONE ACRE (8,679 SQ. FT.) TRACT OF LAND IN THE NANCY BLAKEY SURVEY, ABSTRACT NO. 98, BASTROP COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CALLED 35.401 ACRE TRACT OF LAND DESCRIBED AS TRACT 1B AS CONVEYED TO LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD. BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 202019563 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS; SAID 0.199 OF ONE ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING for POINT OF REFERENCE at a 1/2-inch iron rod with cap stamped "BGE INC" found on the west line of a called 43.112 acre tract of land described as Property 4 as conveyed to John Alan Nixon and Tina Tiner Nixon by Gift Deed recorded in Volume 2289, Page 294 of the Official Public Records of Bastrop County, Texas, at the common southeast corner of Bastrop Grove Section 4 Phase 1B, a subdivision as recorded in Cabinet 7, Pages 139-A and 139-B of the Plat Records of Bastrop County, Texas, and the northeast corner of said Lennar remainder tract; Thence, coincident with the common south line of said Bastrop Grove Section 4 Phase 1B and a north line of said Lennar remainder tract, N 78°15'18" W, a distance of 489.59 feet to a calculated point at the beginning of a curve to the right for the northeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, departing said common line, over and across said Lennar remainder tract, the following seven (7) courses:

- 1) Curving to the right, with a radius of 24.50 feet, an arc length of 11.65 feet, a central angle of 27°14'51", a chord bearing of S 3°57'31" E, and a chord distance of 11.54 feet to a calculated point at the end of this curve, for an angle point of the herein described tract;
- 2) S 09°39'55" W, a distance of 76.05 feet to a calculated point at the beginning of a tangent curve to the right, for an angle point of the herein described tract;
- 3) Curving to the right, with a radius of 24.50 feet, an arc length of 39.37 feet, a central angle of 92°04'47", a chord bearing of S 55°42'18" W, and a chord distance of 35.27 feet to a calculated point at the end of this curve, for an angle point of the herein described tract;

- 4) N 78°15'18" W, a distance of 500.33 feet to a calculated point at the beginning of a tangent curve to the right, for an angle point of the herein described tract;
- 5) Curving to the right, with a radius of 24.50 feet, an arc length of 37.60 feet, a central angle of 87°55'13", a chord bearing of N 34°17'42" W, and a chord distance of 34.01 feet to a calculated point at the end of this curve, for an angle point of the herein described tract;
- 6) N 09°39'55" E, a distance of 76.05 feet to a calculated point at the beginning of a tangent curve to the right, for an angle point of the herein describe tract;
- 7) Curving to the right, with a radius of 24.50 feet, an arc length of 13.43 feet, a central angle of 31°24'25", a chord bearing of N 25°22'07" E, and a chord distance of 13.26 feet to a calculated point on the common north line of said Lennar remainder tract and south line of Bastrop Grove Section 4 Phase 1A, a subdivision as recorded in Cabinet 7, Pages 140-A and 140-B of the Plat Records of Bastrop County, Texas, for the northwest corner of the herein described tract, from which a 1/2-inch iron rod with cap stamped "BGE INC" found at the common southwest corner of said Bastrop Grove Section 4 Phase 1A and the northwest corner of said Lennar remainder tract, bears N 78°15'18" W, a distance of 744.67 feet;

THENCE, S 78°15'18" E, coincident with said common line, a distance of 21.47 feet to a calculated point at the beginning of a tangent curve to the left, for an angle point of the herein described tract;

THENCE, departing the south line of said Bastrop Grove Section 4 Phase 1A, over and across said Lennar remainder tract, the following seven (7) courses:

- 1) Curving to the left, with a radius of 15.00 feet, an arc length of 24.11 feet, a central angle of 92°04'47", a chord bearing of S 55°42'18" W, and a chord distance of 21.59 feet to a calculated point at the end of this curve, for an angle point of the herein described tract;
- 2) S 09°39'55" W, a distance of 70.05 feet to a calculated point at the beginning of a tangent curve to the left, for an angle point of the herein described tract;
- 3) Curving to the left, with a radius of 15.00 feet, an arc length of 23.02 feet, a central angle of 87°55'13", a chord bearing of S 34°17'42" E, and a chord distance

of 20.82 feet to a calculated point at the end of this curve, for an angle point of the herein described tract;

- 4) S 78°15'18" E, a distance of 500.33 feet to a calculated point at the beginning of a tangent curve to the left, for an angle point of the herein described tract;
- 5) Curving to the left, with a radius of 15.00 feet, an arc length of 24.11 feet, a central angle of 92°04'47", a chord bearing of N 55°42'18" E, and a chord distance of 21.59 feet to a calculated point at the end of this curve, for an angle point of the herein described tract;
- 6) N 09°39'55" E, a distance of 70.05 feet to a calculated point at the beginning of a non-tangent curve to the left, for an angle point of the herein described tract;
- 7) Curving to the left, with a radius of 15.00 feet, an arc length of 23.02 feet, a central angle of 87°55'50", a chord bearing of N 34°17'23" W, and a chord distance of 20.82 feet to a calculated point the end of this curve on the common north line of said Lennar remainder tract and south line of said Bastrop Grove Section 4 Phase 1B, for an angle point of the herein described tract;

THENCE, S 78°15'18" E, coincident with said common line, a distance of 21.25 feet to the **POINT OF BEGINNING** and containing 0.199 of one acre (8,679 Sq. Ft.) of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by employees of BGE Inc. and are true and correct to the best of my knowledge. The basis of bearing recited herein is the Texas State Plane Coordinate System, Central Zone, NAD-83. There is an exhibit plat with like job number and date.

Dion P. Albertson

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 BGE, Inc.
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 San Antonio TX 78216
 Telephone: 210-581-3600
 TBPELS Licensed Surveying Firm No. 10194490

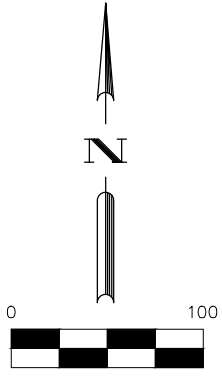


3/17/2022

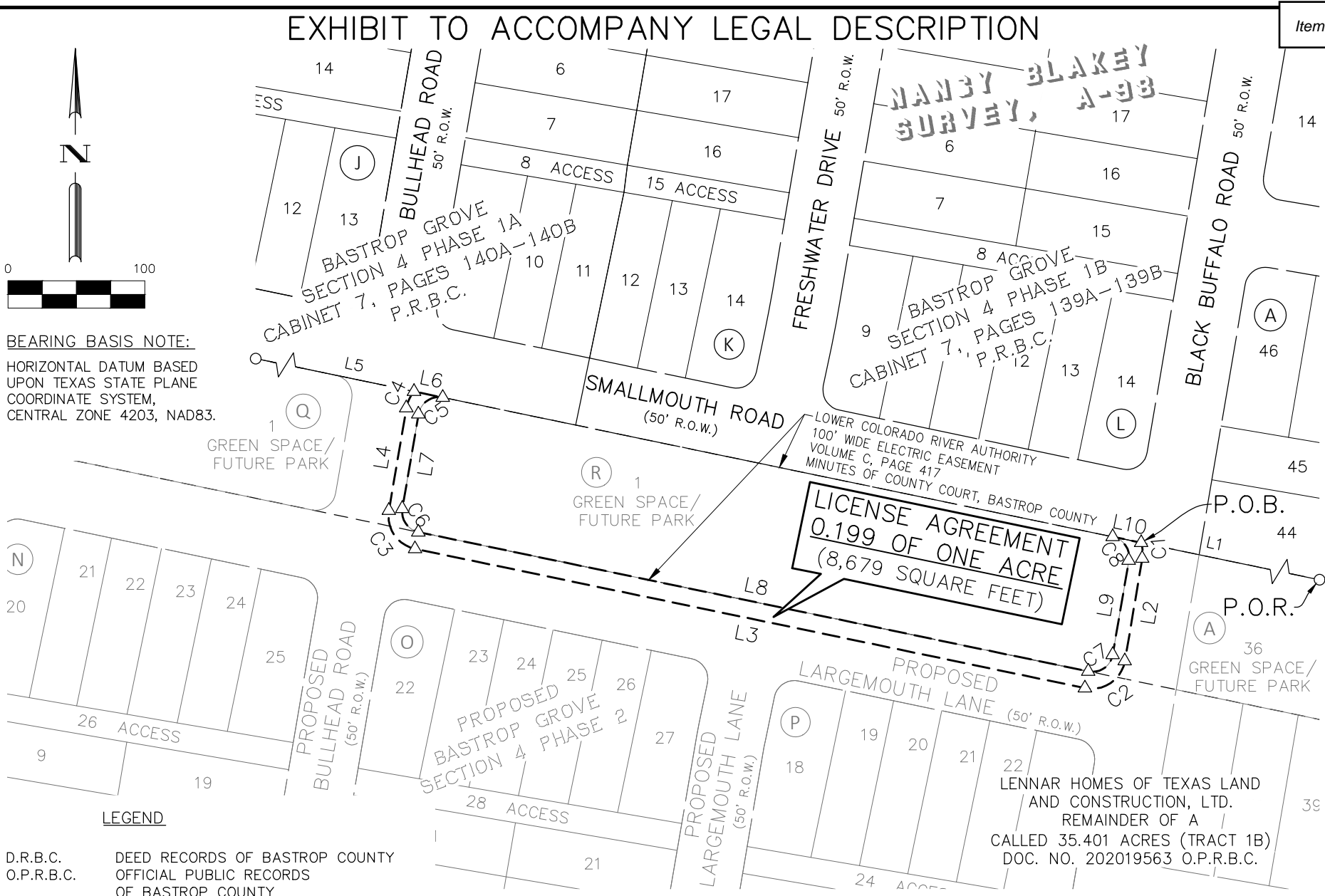
Date

Date: March 17, 2022
 Project Number: 8119-00

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION



BEARING BASIS NOTE:
 HORIZONTAL DATUM BASED
 UPON TEXAS STATE PLANE
 COORDINATE SYSTEM,
 CENTRAL ZONE 4203, NAD83.



- LEGEND**
- D.R.B.C. DEED RECORDS OF BASTROP COUNTY
 - O.P.R.B.C. OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY
 - O.S. OPEN SPACE
 - P.O.B. POINT OF BEGINNING
 - P.O.R. POINT OF REFERENCE
 - P.R.B.C. PLAT RECORDS OF BASTROP COUNTY
 - R.O.W. RIGHT-OF-WAY
 - FOUND 1/2" IRON ROD W/CAP STAMPED "BGE INC"
 - △ CALCULATED POINT



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 TBPELS Licensed Surveying Firm No. 10194490

SCALE: 1"=100'
 SHEET **4**
 OF 5
 96

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

Item 8D.

G:\TXC\Projects\Lennar\8119-00-Bastrop_Grove_Ph_1\SV\04_Finals\Drawings\ESMTS\8119-00_Irrigation_LA6.dwg, 3/16/2022 1:32 PM, sbarger

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 78°15'18" W	489.59'
L2	S 09°39'55" W	76.05'
L3	N 78°15'18" W	500.33'
L4	N 09°39'55" E	76.05'
L5	N 78°15'18" W	744.67'
L6	S 78°15'18" E	21.47'
L7	S 09°39'55" W	70.05'
L8	S 78°15'18" E	500.33'
L9	N 09°39'55" E	70.05'
L10	S 78°15'18" E	21.25'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	11.65'	24.50'	27°14'51"	S 03°57'31" E	11.54'
C2	39.37'	24.50'	92°04'47"	S 55°42'18" W	35.27'
C3	37.60'	24.50'	87°55'13"	N 34°17'42" W	34.01'
C4	13.43'	24.50'	31°24'25"	N 25°22'07" E	13.26'
C5	24.11'	15.00'	92°04'47"	S 55°42'18" W	21.59'
C6	23.02'	15.00'	87°55'13"	S 34°17'42" E	20.82'
C7	24.11'	15.00'	92°04'47"	N 55°42'18" E	21.59'
C8	23.02'	15.00'	87°55'50"	N 34°17'23" W	20.82'



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SCALE: 1"=100'

SHEET 5
 OF 5

Copyright 2022

LEGAL DESCRIPTION

FIELD NOTES FOR A 0.199 OF ONE ACRE (8,679 SQ. FT.) TRACT OF LAND IN THE NANCY BLAKEY SURVEY, ABSTRACT NO. 98, BASTROP COUNTY, TEXAS; BEING A PORTION OF THE RIGHT-OF-WAY OF BASS DRIVE (R.O.W.~50'), AS SHOWN ON THE PLAT OF BASTROP GROVE SECTION 4 PHASE 1A, A SUBDIVISION AS RECORDED IN CABINET 7, PAGES 140-A AND 140-B OF THE PLAT RECORDS OF BASTROP COUNTY, TEXAS, AND A PORTION OF THE REMAINDER OF A CALLED 35.401 ACRE TRACT OF LAND DESCRIBED AS TRACT 1B AS CONVEYED TO LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD. BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 202019563 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS; SAID 0.199 OF ONE ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING for POINT OF REFERENCE at a 1/2-inch iron rod with cap stamped "BGE INC" found on an east line of the remainder of a called 145.691 acre tract of land as conveyed to MC Bastrop 71, LP by Special Warranty Deed recorded in Volume 2097, Page 241 of the Official Public Records of Bastrop County, Texas, at the common southwest corner of said Bastrop Grove Section 4 Phase 1A and the northwest corner of said Lennar remainder tract; Thence, S 78°15'18" E, coincident with the common south line of said Bastrop Grove Section 4 Phase 1A and the north line of said Lennar remainder tract, pass a 1/2-inch iron rod with cap stamped "BGE INC" found on the west right-of-way line of said Bass Drive at a distance of 120.17 feet and continuing over and across the right-of-way of said Bass Drive for a total distance of 164.29 feet to a calculated point for the northwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, S 78°15'18" E, continuing over and across the right-of-way of Bass Drive with said common line, a distance of 21.47 feet to a 1/2-inch iron rod with cap stamped "BGE INC" found on the east right-of-way line of said Bass Drive, at the beginning of a non-tangent curve to the left, for an angle point of the herein described tract;

THENCE, departing the south line of said Bastrop Grove Section 4 Phase 1A, with the east right-of-way line of said Bass Drive, the following four (4) courses:

- 1) Curving to the left, with a radius of 15.00 feet, an arc length of 24.11 feet, a central angle of $92^{\circ}04'48''$, a chord bearing of $S 55^{\circ}42'19'' W$, and a chord distance of 21.59 feet to a 1/2-inch iron rod with cap stamped "BGE INC" found at the end of this curve, for an angle point of the herein described tract;
- 2) $S 09^{\circ}39'55'' W$, a distance of 70.05 feet to a calculated point at the beginning of a tangent curve to the left, for an angle point of the herein described tract;
- 3) Curving to the left, with a radius of 15.00 feet, an arc length of 23.02 feet, a central angle of $87^{\circ}55'22''$, a chord bearing of $S 34^{\circ}17'46'' E$, and a chord distance of 20.83 feet to a calculated point at the end of this curve, for an angle point of the herein described tract;
- 4) $S 78^{\circ}15'18'' E$, a distance of 2.80 feet to a calculated point at the intersection of the east right-of-way line of said Bass Drive and a west line of said Lennar remainder tract, for an angle point of the herein described tract

THENCE, departing the east right-of-way line of said Bass Drive, over and across said Lennar remainder tract, the following four (4) courses;

- 1) $S 78^{\circ}15'18'' E$, a distance of 497.53 feet to a calculated point at the beginning of a tangent curve to the left, for an angle point of the herein described tract;
- 2) Curving to the left, with a radius of 15.00 feet, an arc length of 24.11 feet, a central angle of $92^{\circ}04'47''$, a chord bearing of $N 55^{\circ}42'18'' E$, and a chord distance of 21.59 feet to a calculated point at the end of this curve, for an angle point of the herein described tract;
- 3) $N 09^{\circ}39'55'' E$, a distance of 70.05 feet to a calculated point at the beginning of a non-tangent curve to the left, for an angle point of the herein described tract;
- 4) Curving to the left, with a radius of 15.00 feet, an arc length of 23.02 feet, a central angle of $87^{\circ}56'05''$, a chord bearing of $N 34^{\circ}17'16'' W$, and a chord distance of 20.82 feet to a calculated point on the common north line of said Lennar remainder tract and south line of said Bastrop Grove Section 4 Phase 1A, for an angle point of the herein described tract;

THENCE, $S 78^{\circ}15'18'' E$, coincident with said common line, a distance of 21.25 feet to a calculated point at the beginning of a non-tangent curve to the right, for the northeast corner of the herein described tract, from which a 1/2-inch iron rod with cap stamped "BGE INC" found

on the west line of a called 43.112 acre tract of land described as Property 4 as conveyed to John Alan Nixon and Tina Tiner Nixon by Gift Deed recorded in Volume 2289, Page 294 of the Official Public Records of Bastrop County, Texas, bears S 78°15'18" E, a distance of 1,069.97 feet;

THENCE, departing the south line of said Bastrop Grove Section 4 Phase 1A, over and across said Lennar remainder tract, the following four (4) courses:

- 1) Curving to the right, with a radius of 24.50 feet, an arc length of 11.65 feet, a central angle of 27°14'51", a chord bearing of S 3°57'31" E, and a chord distance of 11.54 feet to a calculated point at the end of this curve, for an angle point of the herein described tract;
- 2) S 09°39'55" W, a distance of 76.05 feet to a calculated point at the beginning of a tangent curve to the right, for an angle point of the herein described tract;
- 3) Curving to the right, with a radius of 24.50 feet, an arc length of 39.37 feet, a central angle of 92°04'47", a chord bearing of S 55°42'18" W, and a chord distance of 35.27 feet to a calculated point at the end of this curve, for an angle point of the herein described tract;
- 4) N 78°15'18" W, a distance of 497.64 feet to a calculated point on the common west line of said Lennar remainder tract and east right-of-way line of said Bass Drive, for an angle point of the herein described tract

THENCE, departing said common line, over and across the right-of-way of said Bass Drive, the following four (4) courses:

- 1) N 78°15'18" W, a distance of 2.69 feet to a calculated point at the beginning of a tangent curve to the right, for an angle point of the herein described tract;
- 2) Curving to the right, with a radius of 24.50 feet, an arc length of 37.60 feet, a central angle of 87°55'13", a chord bearing of N 34°17'42" W, and a chord distance of 34.01 feet to a calculated point at the end of this curve, for an angle point of the herein described tract;
- 3) N 09°39'55" E, a distance of 76.05 feet to a calculated point at the beginning of a tangent curve to the right, for an angle point of the herein described tract;

- 4) Curving to the right, with a radius of 24.50 feet, an arc length of 13.43 feet, a central angle of 31°24'25", a chord bearing of N 25°22'07" E, and a chord distance of 13.26 feet to the **POINT OF BEGINNING** and containing 0.199 of one acre (8,679 Sq. Ft.) of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by employees of BGE Inc. and are true and correct to the best of my knowledge. The basis of bearing recited herein is the Texas State Plane Coordinate System, Central Zone, NAD-83. There is an exhibit plat with like job number and date.

Dion P. Albertson

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 BGE, Inc.
 7330 San Pedro Ave, Suite 202
 San Antonio TX 78216
 Telephone: 210-581-3600
 TBPELS Licensed Surveying Firm No. 10194490

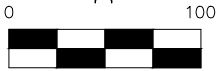


3/17/2022
 Date

Date: March 17, 2022
 Project Number: 8119-00

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

**NANCY
BLAKEY
SURVEY,
A-98**



BEARING BASIS NOTE:
HORIZONTAL DATUM BASED
UPON TEXAS STATE PLANE
COORDINATE SYSTEM,
CENTRAL ZONE 4203, NAD83.

MC BASTROP 71, LP
REMAINDER OF A CALLED
145.691 ACRES
VOLUME 2097, PG. 241 O.P.R.B.C.

LEGEND

- D.R.B.C. DEED RECORDS OF BASTROP COUNTY
- O.P.R.B.C. OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY
- O.S. OPEN SPACE
- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- P.R.B.C. PLAT RECORDS OF BASTROP COUNTY
- R.O.W. RIGHT-OF-WAY
- FOUND 1/2" IRON ROD W/CAP
- △ STAMPED "BGE INC" CALCULATED POINT



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SCALE: 1"=100'

SHEET 5

OF 6

102

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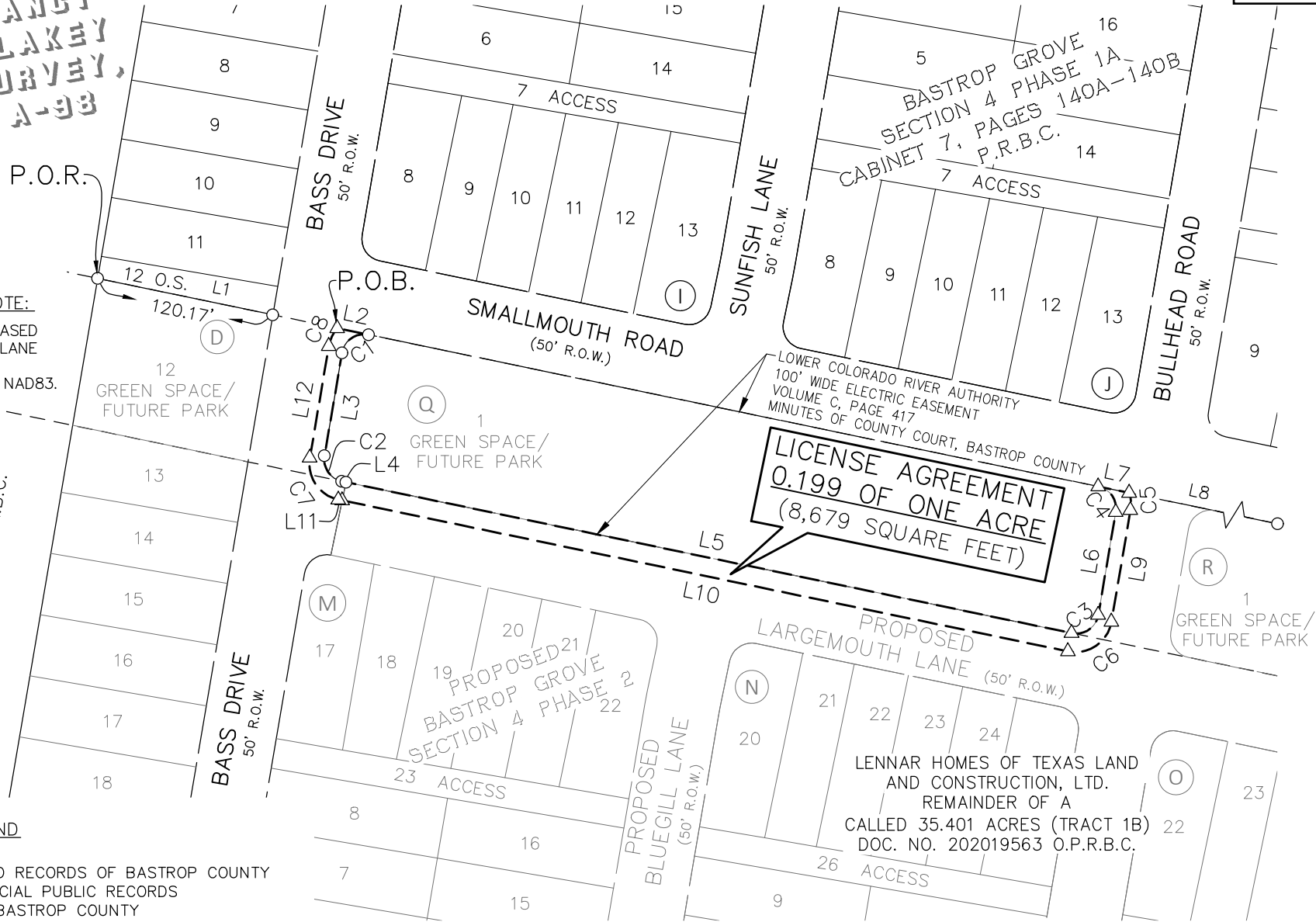


EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

Item 8D.

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 78°15'18" E	164.29'
L2	S 78°15'18" E	21.47'
L3	S 09°39'55" W	70.05'
L4	S 78°15'18" E	2.80'
L5	S 78°15'18" E	497.53'
L6	N 09°39'55" E	70.05'
L7	S 78°15'18" E	21.25'
L8	S 78°15'18" E	1,069.97'
L9	S 09°39'55" W	76.05'
L10	N 78°15'18" W	497.64'
L11	N 78°15'18" W	2.69'
L12	N 09°39'55" E	76.05'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	24.11'	15.00'	92°04'48"	S 55°42'19" W	21.59'
C2	23.02'	15.00'	87°55'22"	S 34°17'46" E	20.83'
C3	24.11'	15.00'	92°04'47"	N 55°42'18" E	21.59'
C4	23.02'	15.00'	87°56'05"	N 34°17'16" W	20.82'
C5	11.65'	24.50'	27°14'51"	S 03°57'31" E	11.54'
C6	39.37'	24.50'	92°04'47"	S 55°42'18" W	35.27'
C7	37.60'	24.50'	87°55'13"	N 34°17'42" W	34.01'
C8	13.43'	24.50'	31°24'25"	N 25°22'07" E	13.26'



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SCALE: 1"=100'

SHEET 6

OF 6

103

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G:\TXC\Projects\Lennox\8119-00-Bastrop_Grove_Ph_1\SV\04_Finals\Drawings\ESM\TS\8119-00_Irrigation_LA7.dwg, 3/16/2022 3:07 PM, sbarger

EXHIBIT I

License Agreement
 Bastrop Grove, Phase 1A
 0.022 of one Acre

LEGAL DESCRIPTION

FIELD NOTES FOR A 0.022 OF ONE ACRE (951 SQ. FT.) TRACT OF LAND IN THE NANCY BLAKEY SURVEY, ABSTRACT NO. 98, BASTROP COUNTY, TEXAS; BEING OUT OF THE RIGHT-OF-WAY OF BASS DRIVE (R.O.W.~50') AS SHOWN ON THE PLAT OF BASTROP GROVE SECTION 4 PHASE 1A, A SUBDIVISION AS RECORDED IN CABINET 7, PAGES 140-A AND 140-B OF THE PLAT RECORDS OF BASTROP COUNTY, TEXAS; SAID 0.022 OF ONE ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with cap stamped "BGE INC" found on the west right-of-way line of said Bass Drive, at the intersection of the common southeast corner of Lot 12, Block D of said Bastrop Grove Section 4 Phase 1A and a northeast corner of the remainder of a called 35.401 acre tract described as Tract 1B as conveyed to Lennar Homes of Texas Land and Construction, Ltd. by Special Warranty Deed recorded in Document Number 202019563 of the Official Public Records of Bastrop County, Texas, for the northwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, over and across the right-of-way of said Bass Drive, the following three (3) courses:

- 1) S 78°15'18" E, a distance of 9.51 feet to a calculated point for the northeast corner of the herein described tract;
- 2) S 09°39'55" W, a distance of 100.07 feet to a calculated point for the southeast corner of the herein described tract;
- 3) N 78°15'18" W, a distance of 9.51 feet to a calculated point on the common west right-of-way line of said Bass Drive and east line of said Lennar remainder tract, for the southwest corner of the herein described tract;

THENCE, N 09°39'55" E, coincident with said common line, a distance of 100.07 feet to the **POINT OF BEGINNING** and containing 0.022 of one acre (951 Sq. Ft.) of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by employees of BGE Inc. and are true and correct to the best of my knowledge. The basis of bearing recited herein is the Texas State Plane Coordinate System, Central Zone, NAD-83. There is an exhibit plat with like job number and date.



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TBPELS Licensed Surveying Firm No. 10194490



3/17/2022

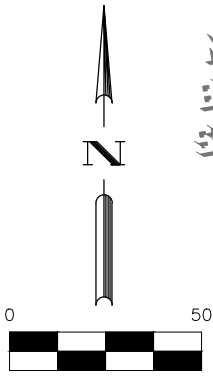
Date

Date: March 17, 2022
Project Number: 8119-00

Item 8D.

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

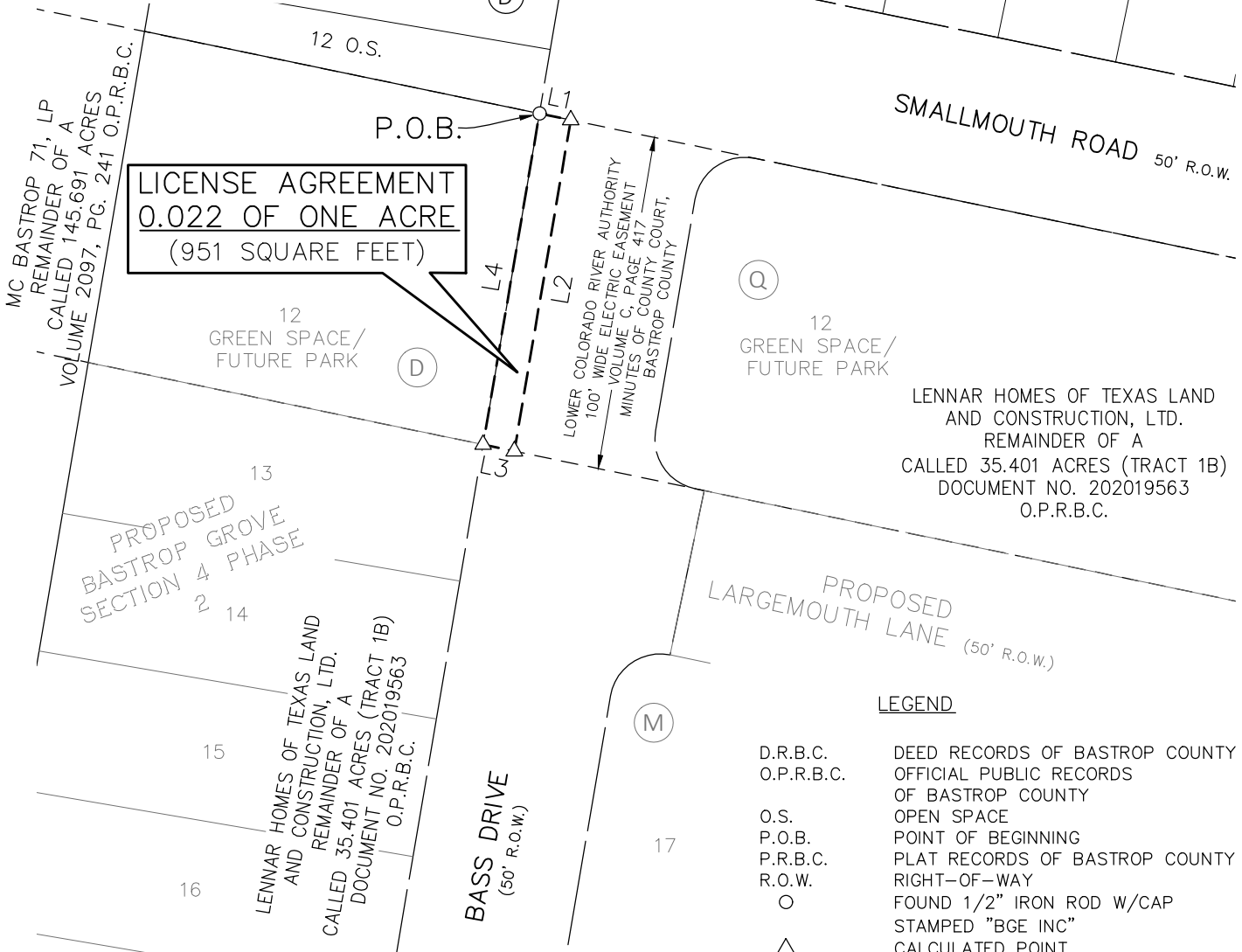
**NANCY
BLAKEY
SURVEY,
A-93**



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 78°15'18" E	9.51'
L2	S 09°39'55" W	100.07'
L3	N 78°15'18" W	9.51'
L4	N 09°39'55" E	100.07'

BEARING BASIS NOTE:
HORIZONTAL DATUM BASED
UPON TEXAS STATE PLANE
COORDINATE SYSTEM,
CENTRAL ZONE 4203, NAD83.

**BASTROP GROVE
SECTION 4 PHASE 1A
CABINET 7, PAGES 140A-140B
P.R.B.C.**



LENNAR HOMES OF TEXAS LAND
AND CONSTRUCTION, LTD.
REMAINDER OF A
CALLED 35.401 ACRES (TRACT 1B)
DOCUMENT NO. 202019563
O.P.R.B.C.

LEGEND

- D.R.B.C. DEED RECORDS OF BASTROP COUNTY
- O.P.R.B.C. OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY
- O.S. OPEN SPACE
- P.O.B. POINT OF BEGINNING
- P.R.B.C. PLAT RECORDS OF BASTROP COUNTY
- R.O.W. RIGHT-OF-WAY
- FOUND 1/2" IRON ROD W/CAP STAMPED "BGE INC"
- △ CALCULATED POINT



BGE, Inc.
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TBPELS Licensed Surveying Firm No. 10194490

SCALE: 1"=50'
SHEET **3**
OF **3**
106

EXHIBIT J

License Agreement
 Bastrop Grove, Phase 1A
 0.110 of one Acre

LEGAL DESCRIPTION

FIELD NOTES FOR A 0.110 OF ONE ACRE (4,783 SQ. FT.) TRACT OF LAND IN THE NANCY BLAKEY SURVEY, ABSTRACT NO. 98, BASTROP COUNTY, TEXAS; BEING OUT OF THE RIGHT-OF-WAY OF GREENLEAF FISK DRIVE (R.O.W. ~ VARIES, 60' MINIMUM) AS SHOWN ON THE PLAT OF BASTROP GROVE SECTION 4, PHASE 1A AS RECORDED IN CABINET 7, PAGES 140-A AND 140-B OF THE PLAT RECORDS OF BASTROP COUNTY, TEXAS; SAID 0.110 OF ONE ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with cap stamped "BGE INC" found on the east right-of-way line of State Highway 304 (R.O.W. ~ 120') as described in Volume 129, Page 637 of the Deed Records of Bastrop County, Texas, at the common corner of a remainder of a called 145.691 acre tract of land as conveyed unto MC Bastrop 71, LP in Volume 2097, Page 241 of the Official Public Records of Bastrop County, Texas, and a northwest corner of the right-of-way of said Greenleaf Fisk Drive, for the northwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, S 58°31'00" E, departing the east right-of-way line of said State Highway 304 with the common north right-of-way line of said Greenleaf Fisk Drive and a south line of said MC Bastrop remainder tract, a distance of 67.53 feet to a 1/2-inch iron rod with cap stamped "BGE INC" found for an angle point of the herein described tract;

THENCE, S 80°19'07" E, with the north right-of-way line of said Greenleaf Fisk Drive, the south line of said MC Bastrop remainder tract and a south line of the remainder of a called 35.401 acre tract described as Tract 1B as conveyed to Lennar Homes of Texas Land and Construction, Ltd. by Special Warranty Deed recorded in Document Number 202019563 of the Official Public Records of Bastrop County, Texas, a distance of 342.51 feet to a 1/2-inch iron rod with cap stamped "BGE INC" found at the beginning of a tangent curve to the left, for an angle point of the herein described tract;

THENCE, continuing with the north right-of-way line of said Greenleaf Fisk Drive and a south line of said Lennar remainder tract, curving to the left, with a radius of 15.00 feet, an arc distance of 11.78 feet, a central angle of 45°00'35", a chord bearing of N 77°10'35" E, and a chord distance of 11.48 feet to a calculated point at the end of this curve, for an angle point of the herein described tract;

THENCE, S 35°19'27" E, departing the south line of said Lennar remainder tract, over and across the right-of-way of said Greenleaf Fisk Drive, a distance of 9.50 feet to a calculated point at the beginning of a non-tangent curve to the right, for the most easterly corner of the herein described tract;

THENCE, continuing over and across the right-of-way of said Greenleaf Fisk Drive, curving to the right, with a radius of 24.50 feet, an arc distance of 19.25 feet, a central angle of 45°00'29", a chord bearing of S 77°10'38" W, and a chord distance of 18.75 feet to a calculated point at the end of this curve, for an angle point of the herein described tract;

THENCE, N 80°19'07" W, continuing over and across the right-of-way of said Greenleaf Fisk Drive, a distance of 405.20 feet to a calculated point on the common east right-of-way line of said State Highway 304 and west right-of-way line of said Greenleaf Fisk Drive, for the southwest corner of the herein described tract;

THENCE, N 09°40'25" E, coincident with said common line, a distance of 34.58 feet to the **POINT OF BEGINNING** and containing 0.110 of one acre (4,783 Sq. Ft.) of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by employees of BGE Inc. and are true and correct to the best of my knowledge. The basis of bearing recited herein is the Texas State Plane Coordinate System, Central Zone, NAD-83. There is an exhibit plat with like job number and date.



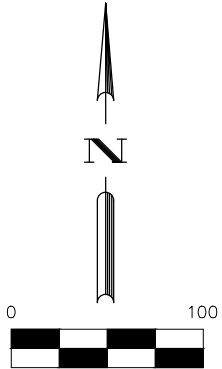
Dion P. Albertson RPLS No. 4963
BGE, Inc.
7330 San Pedro Ave, Suite 202
San Antonio TX 78216
Telephone: 210-581-3600
TBPELS Licensed Surveying Firm No. 10194490



3/17/2022
Date

Date: March 17, 2022
Project Number: 8119-00

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION



BEARING BASIS NOTE:
 HORIZONTAL DATUM BASED UPON TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83.

STATE HIGHWAY 304
 (120' R.O.W.)
 VOLUME 129, PAGE 637 D.R.B.C.

NANCY BLAKEY SURVEY, A-98

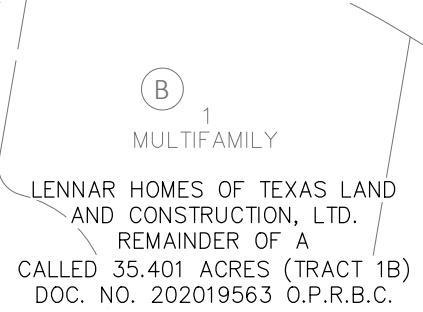
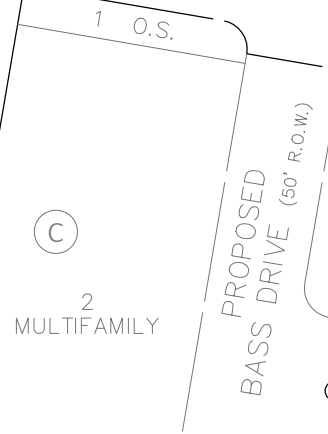
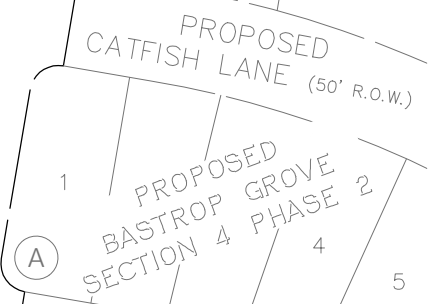
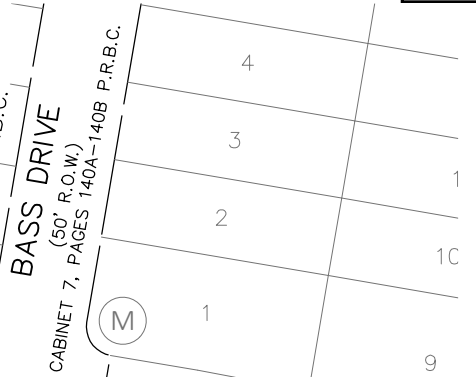
ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT
 VOLUME 155, PAGE 209 O.P.R.B.C.

MC BASTROP 71, LP
 REMAINDER OF A CALLED 145.691 ACRES
 VOLUME 2097, PG. 241 O.P.R.B.C.

LICENSE AGREEMENT
0.110 OF ONE ACRE
 (4,783 SQUARE FEET)

MC BASTROP 71, LP
 REMAINDER OF A CALLED 145.691 ACRES
 VOLUME 2097, PG. 241 O.P.R.B.C.

PROPOSED BASTROP GROVE SECTION 4 PHASE 2
 LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.
 CALLED 35.401 ACRES (TRACT 1B)
 DOC. NO. 202019563 O.P.R.B.C.



P.O.B.

L5
 L7

L2

L4 GREENLEAF FISK DRIVE
 (R.O.W. ~ VARIES 60' MINIMUM)
 CAB. 7, PGS. 140A-140B P.R.B.C.

LEGEND

- D.R.B.C. DEED RECORDS OF BASTROP COUNTY
- O.P.R.B.C. OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY
- O.S. OPEN SPACE
- P.O.B. POINT OF BEGINNING
- P.R.B.C. PLAT RECORDS OF BASTROP COUNTY
- R.O.W. RIGHT-OF-WAY
- FOUND 1/2" IRON ROD W/CAP
- △ STAMPED "BGE INC" CALCULATED POINT



BGE, Inc.
 7330 San Pedro Ave., Suite 202, San Antonio, TX 78216
 Tel: 210-581-3600 • www.bgeinc.com
 TBPELS Licensed Surveying Firm No. 10194490

SCALE: 1"=100'

SHEET 3

OF 4

109

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

Item 8D.

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 58°31'00" E	67.53'
L2	S 80°19'07" E	342.51'
L3	S 35°19'27" E	9.50'
L4	N 80°19'07" W	405.20'
L5	N 09°40'25" E	34.58'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	11.78'	15.00'	45°00'35"	N 77°10'35" E	11.48'
C2	19.25'	24.50'	45°00'29"	S 77°10'38" W	18.75'

G:\TXC\Projects\Lennar\8119-00-Bastrop_Grove_Ph_1\SV\04_Finals\Drawings\ESM\TS\8119-00_Irrigation_LA9.dwg, 3/16/2022 4:27 PM, sbarger



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 TBPELS Licensed Surveying Firm No. 10194490

SCALE: 1"=100'

SHEET 4

OF 4

110

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EXHIBIT K

License Agreement
 Bastrop Grove, Phase 1A
 0.107 of one Acre

LEGAL DESCRIPTION

FIELD NOTES FOR A 0.107 OF ONE ACRE (4,668 SQ. FT.) TRACT OF LAND IN THE NANCY BLAKEY SURVEY, ABSTRACT NO. 98, BASTROP COUNTY, TEXAS; BEING OUT OF THE RIGHT-OF-WAY OF GREENLEAF FISK DRIVE (R.O.W. ~ VARIES, 60' MINIMUM) AS SHOWN ON THE PLAT OF BASTROP GROVE SECTION 4, PHASE 1A AS RECORDED IN CABINET 7, PAGES 140-A AND 140-B OF THE PLAT RECORDS OF BASTROP COUNTY, TEXAS; SAID 0.107 OF ONE ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with cap stamped "BGE INC" found on the east right-of-way line of State Highway 304 (R.O.W. ~ 120') as described in Volume 129, Page 637 of the Deed Records of Bastrop County, Texas, at the common corner of a remainder of a called 145.691 acre tract of land as conveyed unto MC Bastrop 71, LP in Volume 2097, Page 241 of the Official Public Records of Bastrop County, Texas, and a southwest corner of the right-of-way of said Greenleaf Fisk Drive, for the southwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, N 09°40'25" E, coincident with the common line of the east right-of-way line of said State Highway 304 and west right-of-way line of said Greenleaf Fisk Drive, a distance of 29.56 feet to a calculated point for the northwest corner of the herein described tract;

THENCE, S 80°19'07" E, departing the east right-of-way line of said State Highway 304, over and across the right-of-way of said Greenleaf Fisk Drive, a distance of 405.22 feet to a calculated point at the beginning of a tangent curve to the right, for an angle point of the herein described tract;

THENCE, continuing over and across the right-of-way of said Greenleaf Fisk, curving to the right, with a radius of 24.50 feet, an arc length of 19.24 feet, a central angle of 44°59'31", a chord bearing of S 57°49'22" E, and a chord distance of 18.75 feet to a calculated point at the end of this curve, for the northeast corner of the herein described tract;

THENCE, S 54°40'24" W, continuing over and across the right-of-way of said Greenleaf Fisk, a distance of 9.50 feet to a calculated point on the south right-of-way line of said Greenleaf Fisk Drive, on a north line of the remainder of a called 35.401 acre tract of land described as Tract 1B as conveyed to Lennar Homes of Texas Land and Construction, Ltd. by Special Warranty Deed recorded in Document Number 202019563 of the Official Public Records of Bastrop County, Texas, at the beginning of a non-tangent curve to the left, for the southeast corner of the herein described tract;

THENCE, coincident with the common south right-of-way line of said Greenleaf Fisk Drive and a north line of said Lennar remainder tract, curving to the left, with a radius of 15.00 feet, an arc length of 11.78 feet, a central angle of 44°59'31", a chord bearing of N 57°49'22" W, and a chord distance of 11.48 feet to a 1/2-inch iron rod with cap stamped "BGE INC" found at the end of this curve, for an angle point of the herein described tract;

THENCE, N 80°19'07" W, coincident with the common south right-of-way line of said Greenleaf Fisk Drive, a north line of said Lennar remainder tract and a north line of said MC Bastrop remainder tract, a distance of 338.35 feet to a 1/2-inch iron rod with cap stamped "BGE INC" found for an angle point of the herein described tract;

THENCE, S 82°58'57" W, coincident with the common south right-of-way line of said Greenleaf Fisk Drive and a north line of said MC Bastrop remainder tract, a distance of 69.82 feet to the **POINT OF BEGINNING** and containing 0.107 of one acre (4,668 Sq. Ft.) of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by employees of BGE Inc. and are true and correct to the best of my knowledge. The basis of bearing recited herein is the Texas State Plane Coordinate System, Central Zone, NAD-83. There is an exhibit plat with like job number and date.



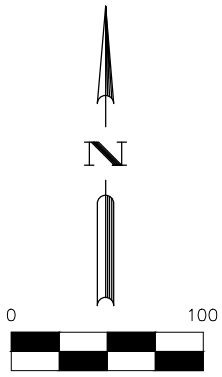
Dion P. Albertson RPLS No. 4963
BGE, Inc.
7330 San Pedro Ave, Suite 202
San Antonio TX 78216
Telephone: 210-581-3600
TBPELS Licensed Surveying Firm No. 10194490

3/17/2022

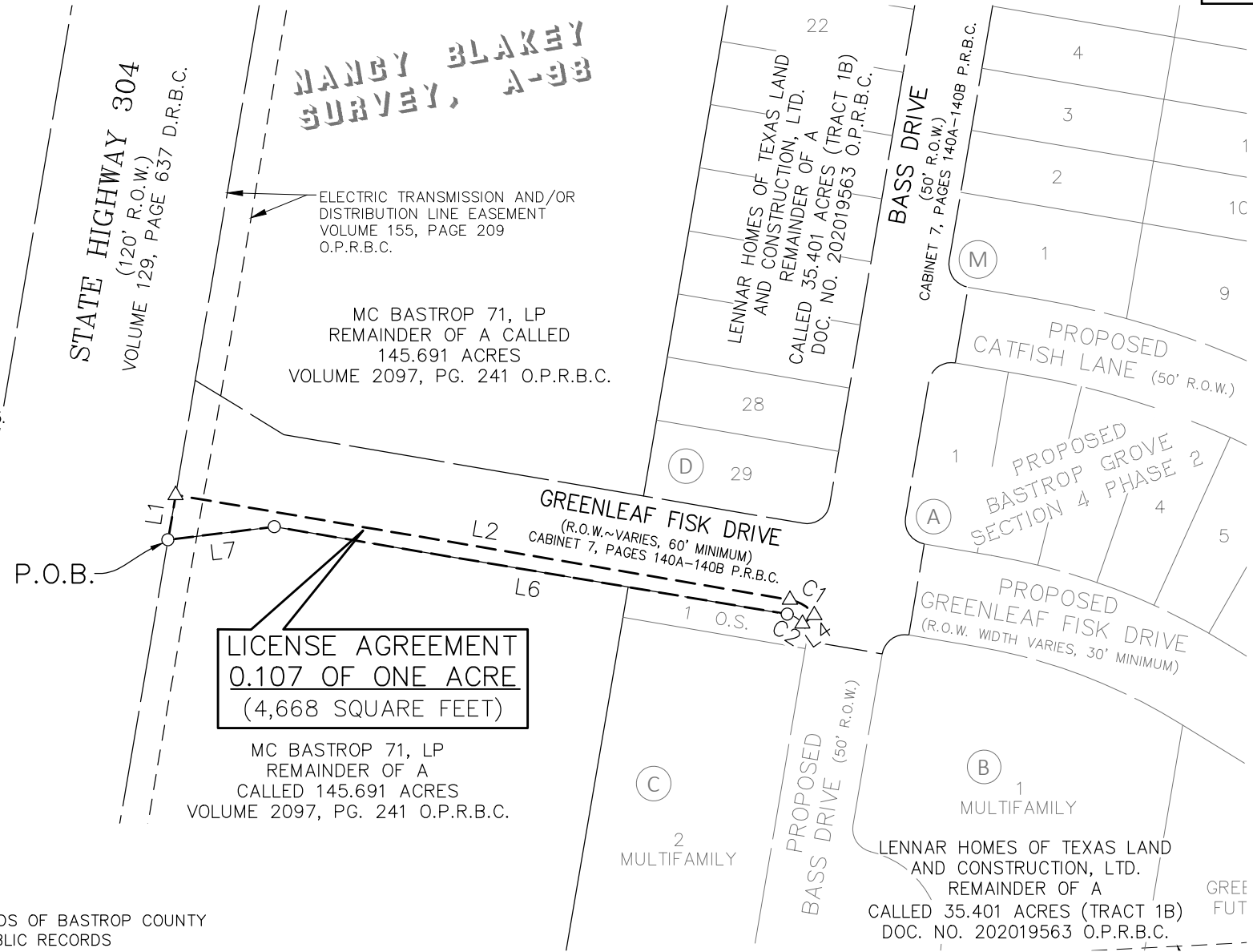
Date

Date: March 17, 2022
Project Number: 8119-00

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION



BEARING BASIS NOTE:
 HORIZONTAL DATUM BASED
 UPON TEXAS STATE PLANE
 COORDINATE SYSTEM,
 CENTRAL ZONE 4203, NAD83.



LEGEND

- D.R.B.C. DEED RECORDS OF BASTROP COUNTY
- O.P.R.B.C. OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY
- O.S. OPEN SPACE
- P.O.B. POINT OF BEGINNING
- P.R.B.C. PLAT RECORDS OF BASTROP COUNTY
- R.O.W. RIGHT-OF-WAY
- FOUND 1/2" IRON ROD W/CAP
- △ STAMPED "BGE INC" CALCULATED POINT



BGE, Inc.
 7330 San Pedro Ave., Suite 202, San Antonio, TX 78216
 Tel: 210-581-3600 • www.bgeinc.com
 TBPELS Licensed Surveying Firm No. 10194490

SCALE: 1"=100'

SHEET 3

OF 4

113

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

Item 8D.

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 09°40'25" E	29.56'
L2	S 80°19'07" E	405.22'
L4	S 54°40'24" W	9.50'
L6	N 80°19'07" W	338.35'
L7	S 82°58'57" W	69.82'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	19.24'	24.50'	44°59'31"	S 57°49'22" E	18.75'
C2	11.78'	15.00'	44°59'31"	N 57°49'22" W	11.48'



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SCALE: 1"=100'

SHEET 4

OF 4

114

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G:\TXC\Projects\Lennar\8119-00-Bastrop_Grove_Ph_1\SV\04_Finals\Drawings\ESM\TS\8119-00_Irrigation_LA10.dwg, 3/16/2022 4:32 PM, sbarger

EXHIBIT L

License Agreement
 Bastrop Grove, Phase 1A
 0.111 of one Acre

LEGAL DESCRIPTION

FIELD NOTES FOR A 0.111 OF ONE ACRE (4,818 SQ. FT.) TRACT OF LAND IN THE NANCY BLAKEY SURVEY, ABSTRACT NO. 98, BASTROP COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CALLED 35.401 ACRE TRACT OF LAND DESCRIBED AS TRACT 1B AS CONVEYED TO LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD. BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 202019563 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS; SAID 0.111 OF ONE ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with cap stamped "BGE INC" found on the common curving east right-of-way line of Greenleaf Fisk Drive (R.O.W. ~ Varies, 60' minimum) as shown on the plat of Bastrop Grove Section 4 Phase 1A, a subdivision as recorded in Cabinet 7, Pages 140-A and 140-B of the Plat Records of Bastrop County, Texas, and a west line of said Lennar remainder tract, for an angle point and **POINT OF BEGINNING** of the herein described tract;

THENCE, coincident with said common line, curving to the left, with a radius of 15.00 feet, an arc length of 11.78 feet, a central angle of 45°00'39", a chord bearing of S 77°10'33" W, and a chord distance of 11.48 feet to a calculated point at the end of this curve, for the southwest corner of the herein described tract;

THENCE, departing the west line of said Lennar remainder tract, over and across the right-of-way of said Greenleaf Fisk Drive, the following two (2) courses:

- 1) N 35°19'46" W, a distance of 9.50 feet to a calculated point at the beginning of a non-tangent curve to the right, for the northwest corner of the herein described tract;
- 2) Curving to the right, with a radius of 24.14 feet, an arc length of 19.26 feet, a central angle of 45°43'44", a chord bearing of N 77°10'33" E, and a chord distance of 18.76 feet to a calculated point at the end of this curve, on the common east right-of-way line of said Greenleaf Fisk Drive and a west line of said Lennar remainder tract, for an angle point of the herein described tract;

THENCE, departing said common line, over and across said Lennar remainder tract, the following nine (9) courses:

- 1) S 80°19'07" E, a distance of 44.44 feet to a calculated point at the beginning of a tangent curve to the right, for an angle point of the herein described tract;
- 2) Curving to the right, with a radius of 380.20 feet, an arc length of 146.44 feet, a central angle of 22°04'08", a chord bearing of S 69°17'03" E, and a chord distance of 145.54 feet to a calculated point at the end of this curve, for an angle point of the herein described tract;
- 3) S 58°14'59" E, a distance of 241.56 feet to a calculated point at the beginning of a tangent curve to the left, for an angle point of the herein described tract;
- 4) Curving to the left, with a radius of 475.00 feet, an arc length of 60.37 feet, a central angle of 7°16'57", a chord bearing of S 61°53'28" E, and a chord distance of 60.33 feet to a calculated point for the most easterly corner of the herein described tract;
- 5) S 24°28'03" W, a distance of 9.50 feet to a calculated point at the beginning of a non-tangent curve to the right, for the southeast corner of the herein described tract;
- 6) Curving to the right, with a radius of 484.50 feet, an arc length of 61.58 feet, a central angle of 7°16'57", a chord bearing of N 61°53'28" W, and a chord distance of 61.54 feet to a calculated point at the end of this curve, for an angle point of the herein described tract;
- 7) N 58°14'59" W, a distance of 241.56 feet to a calculated point at the beginning of a tangent curve to the left, for an angle point of the herein described tract;
- 8) Curving to the left, with a radius of 370.70 feet, an arc length of 142.78 feet, a central angle of 22°04'08", a chord bearing of N 69°17'03" W, and a chord distance of 141.90 feet to a calculated point at the end of this curve, for an angle point of the herein described tract;

9) N 80°19'07" W, a distance of 44.44 feet to the **POINT OF BEGINNING** and containing 0.111 of one acre (4,818 Sq. Ft.) of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by employees of BGE Inc. and are true and correct to the best of my knowledge. The basis of bearing recited herein is the Texas State Plane Coordinate System, Central Zone, NAD-83. There is an exhibit plat with like job number and date.

Dion P. Albertson

Dion P. Albertson RPLS No. 4963
BGE, Inc.
7330 San Pedro Ave, Suite 202
San Antonio TX 78216
Telephone: 210-581-3600
TBPELS Licensed Surveying Firm No. 10194490



3/17/2022

Date

Date: March 17, 2022
Project Number: 8119-00

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Item 8D.

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

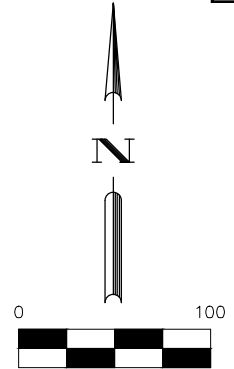
MC BASTROP 71, LP
REMAINDER OF A CALLED
145.691 ACRES
VOLUME 2097, PG. 241
O.P.R.B.C.

LENNAR HOMES OF
TEXAS LAND AND
CONSTRUCTION, LTD.
REMAINDER OF A
CALLED 35.401 ACRES
(TRACT 1B)
DOC. NO. 202019563
O.P.R.B.C.

BASS DRIVE
(50' R.O.W.)
CABINET 7, PAGES 140A-140B P.R.B.C.

PROPOSED
BASTROP GROVE
SECTION 4 PHASE

LICENSE AGREEMENT
0.111 OF ONE ACRE
(4,818 SQUARE FEET)

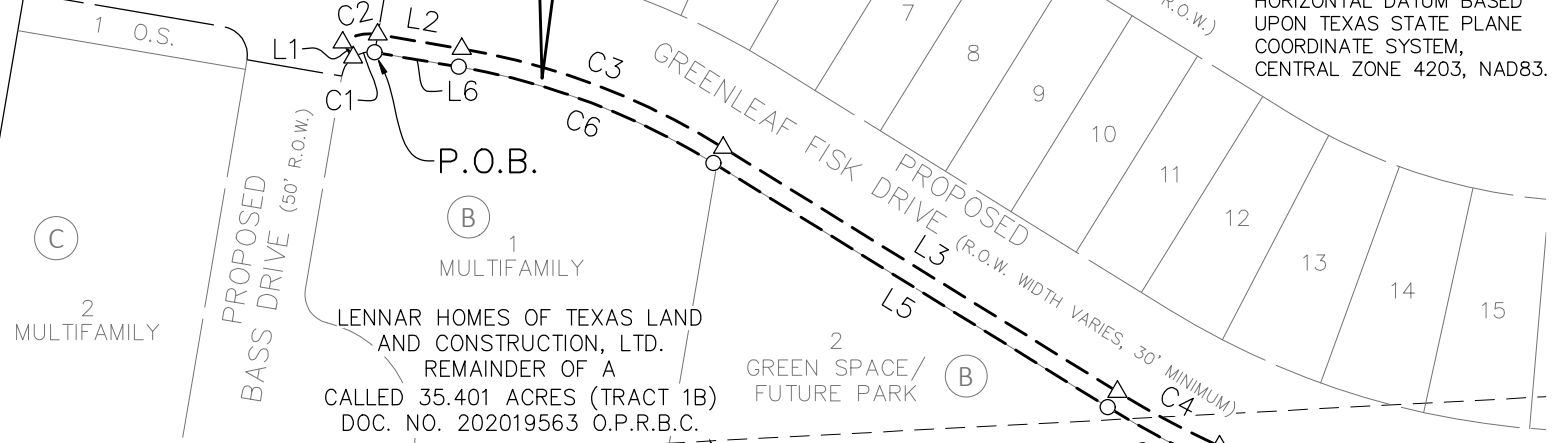


BEARING BASIS NOTE:
HORIZONTAL DATUM BASED
UPON TEXAS STATE PLANE
COORDINATE SYSTEM,
CENTRAL ZONE 4203, NAD83.

GREENLEAF FISK DRIVE
(R.O.W. VARIES, 60' MINIMUM)
CABINET 7, PAGES 140A-140B P.R.B.C.

MC BASTROP 71, LP
REMAINDER OF A CALLED
145.691 ACRES
VOLUME 2097, PG. 241
O.P.R.B.C.

**NANCY
BLAKEY
SURVEY,
A-98**



LEGEND

- D.R.B.C. DEED RECORDS OF BASTROP COUNTY
- O.P.R.B.C. OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY
- O.S. OPEN SPACE
- P.O.B. POINT OF BEGINNING
- P.R.B.C. PLAT RECORDS OF BASTROP COUNTY
- R.O.W. RIGHT-OF-WAY
- FOUND 1/2" IRON ROD W/CAP
- △ STAMPED "BGE INC" CALCULATED POINT

25' PUBLIC UTILITY EASEMENT
VOLUME 1961, PAGE 649
O.P.R.B.C.

NANCY KELLY
CALLED 5.021 ACRES
VOLUME 1987, PG. 551
O.P.R.B.C.

25' TEMPORARY
CONSTRUCTION EASEMENT
VOLUME 1961, PAGE 649
O.P.R.B.C.

16' ELECTRIC DISTRIBUTION LINE OR
SYSTEM, TELECOMMUNICATIONS
SYSTEMS AND EQUIPMENT, OR OTHER
SYSTEMS AND SYSTEMS EASEMENT
VOLUME 1790, PAGE 612
O.P.R.B.C.

JO ANN GRIESENBEEK CANTRELL
REMAINDER OF A
CALLED 115.00 ACRES
(FIRST TRACT)
VOLUME 445, PG. 684 O.P.R.B.C.



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TBPELS Licensed Surveying Firm No. 10194490

SCALE: 1"=100'

SHEET 4

OF 5

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EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

Item 8D.

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 35°19'46" W	9.50'
L2	S 80°19'07" E	44.44'
L3	S 58°14'59" E	241.56'
L4	S 24°28'03" W	9.50'
L5	N 58°14'59" W	241.56'
L6	N 80°19'07" W	44.44'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	11.78'	15.00'	45°00'39"	S 77°10'33" W	11.48'
C2	19.26'	24.14'	45°43'44"	N 77°10'33" E	18.76'
C3	146.44'	380.20'	22°04'08"	S 69°17'03" E	145.54'
C4	60.37'	475.00'	7°16'57"	S 61°53'28" E	60.33'
C5	61.58'	484.50'	7°16'57"	N 61°53'28" W	61.54'
C6	142.78'	370.70'	22°04'08"	N 69°17'03" W	141.90'



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SCALE: 1"=100'

SHEET 5

OF 5

119

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EXHIBIT M

License Agreement
 Bastrop Grove, Phase 1A
 0.152 of one Acre

LEGAL DESCRIPTION

FIELD NOTES FOR A 0.152 OF ONE ACRE (6,633 SQ. FT.) TRACT OF LAND IN THE NANCY BLAKEY SURVEY, ABSTRACT NO. 98, BASTROP COUNTY, TEXAS; BEING A PORTION OF THE RIGHT-OF-WAY OF SMALLMOUTH ROAD (R.O.W. ~ 50') AS SHOWN ON THE PLATS OF BASTROP GROVE SECTION 4 PHASE 1A, A SUBDIVISION AS RECORDED IN CABINET 7, PAGES 140-A AND 140-B, AND BASTROP GROVE SECTION 4 PHASE 1B, A SUBDIVISION AS RECORDED IN CABINET 7, PAGES 139-A AND 139-B, BOTH OF THE PLAT RECORDS OF BASTROP COUNTY, TEXAS; SAID 0.152 OF ONE ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING for POINT OF REFERENCE at a 1/2-inch iron rod with cap stamped "BGE INC" found on the west line of a called 43.112 acre tract of land described as Property 4 as conveyed to John Alan Nixon and Tina Tiner Nixon by Gift Deed recorded in Volume 2289, Page 294 of the Official Public Records of Bastrop County, Texas, at the common southeast corner of said Bastrop Grove Section 4 Phase 1B and the northeast corner of the remainder of a called 35.401 acre tract of land described as Tract 1B as conveyed to Lennar Homes of Texas Land and Construction, Ltd. by Special Warranty Deed recorded in Document Number 202019563 of the Official Public Records of Bastrop County, Texas; Thence, coincident with the common south line of said Bastrop Grove Section 4 Phase 1B and a north line of said Lennar remainder tract, N 78°15'18" W, a distance of 489.59 feet to a calculated point for the southeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, N 78°15'18" W, continuing with said common line, a distance of 543.05 feet to a calculated point at the beginning of a tangent curve to the right, for the southwest corner of the herein described tract, from which a 1/2-inch iron rod with cap stamped "BGE INC" found at the common southwest corner of said Bastrop Grove Section 4 Phase 1A and the northwest corner of said Lennar remainder tract, bears N 78°15'18" W, a distance of 744.67 feet;

THENCE, departing the north line of said Lennar remainder tract, over and across the right-of-way of said Smallmouth Road, the following three (3) courses:

- 1) Curving to the right, with a radius of 24.50 feet, an arc length of 25.94 feet, a central angle of 60°40'22", a chord bearing of N 71°24'31" E, and a chord distance of 24.75 feet

to a calculated point at the end of this curve, for an angle point of the herein described tract;

- 2) S 78°15'18" E, a distance of 500.33 feet to a calculated point at the beginning of a tangent curve to the right, for an angle point of the herein described tract;
- 3) Curving to the right, with a radius of 24.50 feet, an arc length of 25.94 feet, a central angle of 60°40'22", a chord bearing of S 47°55'07" E, and a chord distance of 24.75 feet to the **POINT OF BEGINNING** and containing 0.152 of one acre (6,633 Sq. Ft.) of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by employees of BGE Inc. and are true and correct to the best of my knowledge. The basis of bearing recited herein is the Texas State Plane Coordinate System, Central Zone, NAD-83. There is an exhibit plat with like job number and date.

Dion P. Albertson RPLS No. 4963
 BGE, Inc.
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 San Antonio TX 78216
 Telephone: 210-581-3600
 TBPELS Licensed Surveying Firm No. 10194490

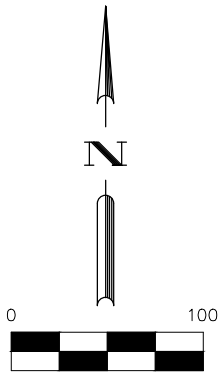


3/17/2022

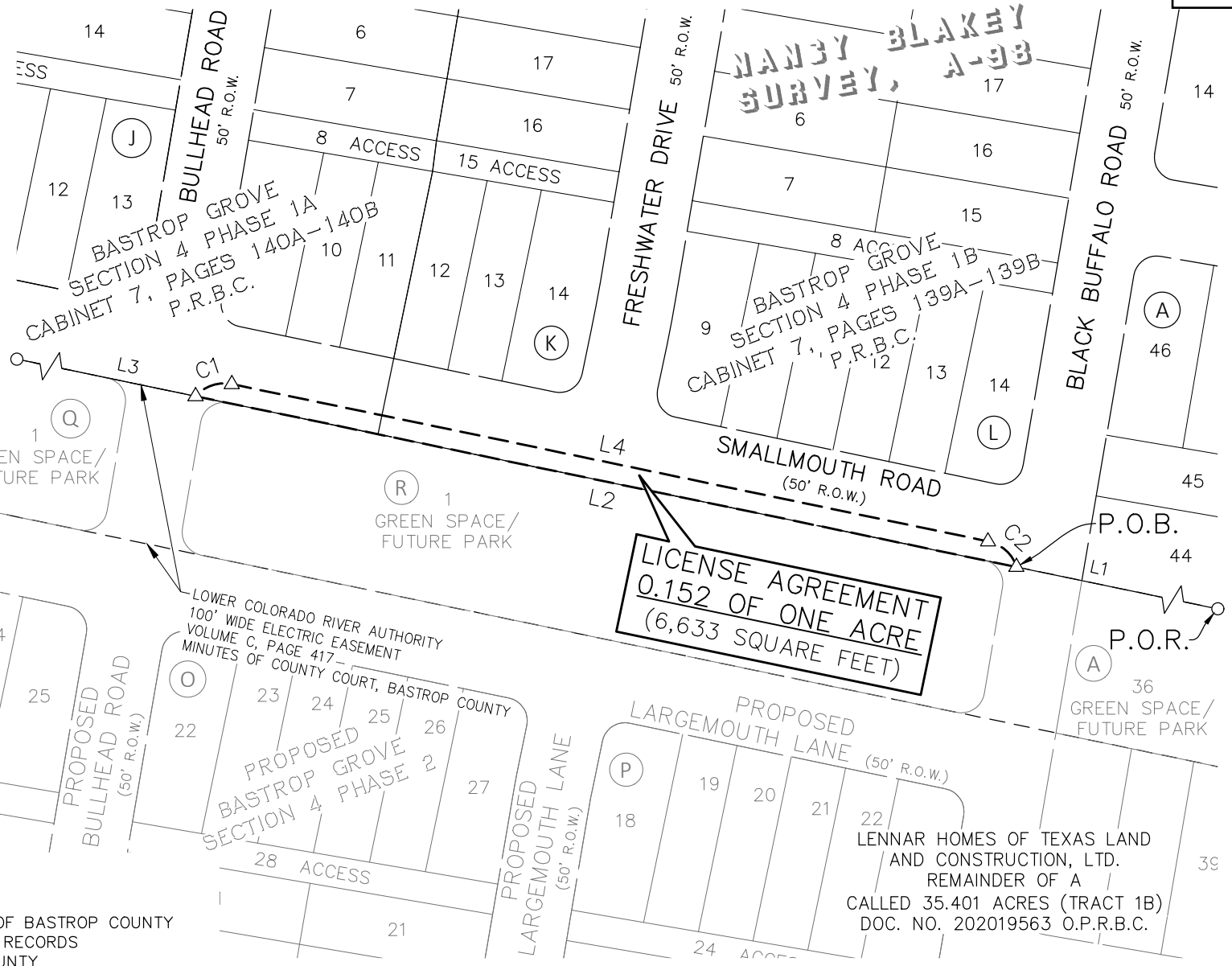
Date

Date: March 17, 2022
 Project Number: 8119-00

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION



BEARING BASIS NOTE:
HORIZONTAL DATUM BASED
UPON TEXAS STATE PLANE
COORDINATE SYSTEM,
CENTRAL ZONE 4203, NAD83.



LICENSE AGREEMENT
0.152 OF ONE ACRE
(6,633 SQUARE FEET)

LEGEND

- D.R.B.C. DEED RECORDS OF BASTROP COUNTY
- O.P.R.B.C. OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY
- O.S. OPEN SPACE
- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- P.R.B.C. PLAT RECORDS OF BASTROP COUNTY
- R.O.W. RIGHT-OF-WAY
- FOUND 1/2" IRON ROD W/CAP STAMPED "BGE INC"
- △ CALCULATED POINT



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TBPELS Licensed Surveying Firm No. 10194490

SCALE: 1"=100'

SHEET 4

OF 5

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EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

Item 8D.

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 78°15'18" W	489.59'
L2	N 78°15'18" W	543.05'
L3	N 78°15'18" W	744.67'
L4	S 78°15'18" E	500.33'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	25.94'	24.50'	60°40'22"	N 71°24'31" E	24.75'
C2	25.94'	24.50'	60°40'22"	S 47°55'07" E	24.75'

G:\TXC\Projects\Lennar\8119-00-Bastrop_Grove_Ph_1\SV\04_Finals\Drawings\ESM\TS\8119-00_Irrigation LA12.dwg, 3/16/2022 4:43 PM, sbarger



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 TBPELS Licensed Surveying Firm No. 10194490

SCALE: 1"=100'

SHEET 5

OF 5

123

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LEGAL DESCRIPTION

FIELD NOTES FOR A 0.152 OF ONE ACRE (6,633 SQ. FT.) TRACT OF LAND IN THE NANCY BLAKEY SURVEY, ABSTRACT NO. 98, BASTROP COUNTY, TEXAS; BEING OUT OF THE RIGHT-OF-WAY OF SMALLMOUTH ROAD (R.O.W. ~ 50') AS SHOWN ON THE PLAT OF BASTROP GROVE SECTION 4 PHASE 1A, A SUBDIVISION AS RECORDED IN CABINET 7, PAGES 140-A AND 140-B OF THE PLAT RECORDS OF BASTROP COUNTY, TEXAS; SAID 0.152 OF ONE ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING for POINT OF REFERENCE at a 1/2-inch iron rod with cap stamped "BGE INC" found on an east line of the remainder of a called 145.691 acre tract of land as conveyed to MC Bastrop 71, LP by Special Warranty Deed recorded in Volume 2097, Page 241 of the Official Public Records of Bastrop County, Texas, at the common southwest corner of said Bastrop Grove Section 4 Phase 1A and the northwest corner of the remainder of a called 35.401 acre tract of land as conveyed to Lennar Homes of Texas Land and Construction, Ltd. by Special Warranty Deed recorded in Document Number 202019563 of the Official Public Records of Bastrop County, Texas; Thence, S 78°15'18" E, coincident with the common south line of said Bastrop Grove Section 4 Phase 1A and the north line of said Lennar remainder tract, pass a 1/2-inch iron rod with cap stamped "BGE INC" found on the west right-of-way line of Bass Drive (R.O.W.~50'), as shown on said plat of Bastrop Grove Section 4, Phase 1A, at a distance of 120.17 feet, and continuing over and across said Bass Drive for a total distance of 164.29 feet to a calculated point at the beginning of a non-tangent curve to the right, for the most westerly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, over and across the rights-of-way of said Bass Road and said Smallmouth Road, the following three (3) courses:

- 1) Curving to the right, with a radius of 24.50 feet, an arc distance of 25.94 feet, a central angle of 60°40'22", a chord bearing of N 71°24'31" E, and a chord distance of 24.75 feet to a calculated point at the end of this curve, for an angle point of the herein described tract;
- 2) S 78°15'18" E, a distance of 500.33 feet to a calculated point at the beginning of a tangent curve to the right, for an angle point of the herein described tract;

3) Curving to the right, with a radius of 24.50 feet, an arc distance of 25.94 feet, a central angle of 60°40'22", a chord bearing of S 47°55'07" E, and a chord distance of 24.75 feet to a calculated point on the common south line of said Bastrop Grove Section 4 Phase 1A and the north line of said Lennar remainder tract, for the most easterly corner of the herein described tract, from which a 1/2-inch iron rod with cap stamped "BGE INC" found on the west line of a called 43.112 acre tract of land described as Property 4 as conveyed to John Alan Nixon and Tina Tiner Nixon by Gift Deed recorded in Volume 2289, Page 294 of the Official Public Records of Bastrop County, Texas, bears S 78°15'18" E, a distance of 1,069.97 feet;

THENCE, N 78°15'18" W, coincident with said common line and the south right-of-way line of said Smallmouth Road, a distance of 543.05 feet to the **POINT OF BEGINNING** and containing 0.152 of one acre (6,633 Sq. Ft.) of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by employees of BGE Inc. and are true and correct to the best of my knowledge. The basis of bearing recited herein is the Texas State Plane Coordinate System, Central Zone, NAD-83. There is an exhibit plat with like job number and date.



Dion P. Albertson RPLS No. 4963
BGE, Inc.
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San Antonio TX 78216
Telephone: 210-581-3600
TBPELS Licensed Surveying Firm No. 10194490

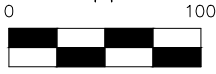


3/17/2022
Date

Date: March 17, 2022
Project Number: 8119-00

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

**NANCY
BLAKEY
SURVEY,
A-98**



BEARING BASIS NOTE:
HORIZONTAL DATUM BASED
UPON TEXAS STATE PLANE
COORDINATE SYSTEM,
CENTRAL ZONE 4203, NAD83.

MC BASTROP 71, LP
REMAINDER OF A CALLED
145.691 ACRES
VOLUME 2097, PG. 241 O.P.R.B.C.

LEGEND

- D.R.B.C. DEED RECORDS OF BASTROP COUNTY
- O.P.R.B.C. OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY
- O.S. OPEN SPACE
- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- P.R.B.C. PLAT RECORDS OF BASTROP COUNTY
- R.O.W. RIGHT-OF-WAY
- FOUND 1/2" IRON ROD W/CAP
- △ STAMPED "BGE INC" CALCULATED POINT



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SCALE: 1"=100'
SHEET 3
OF 4
126

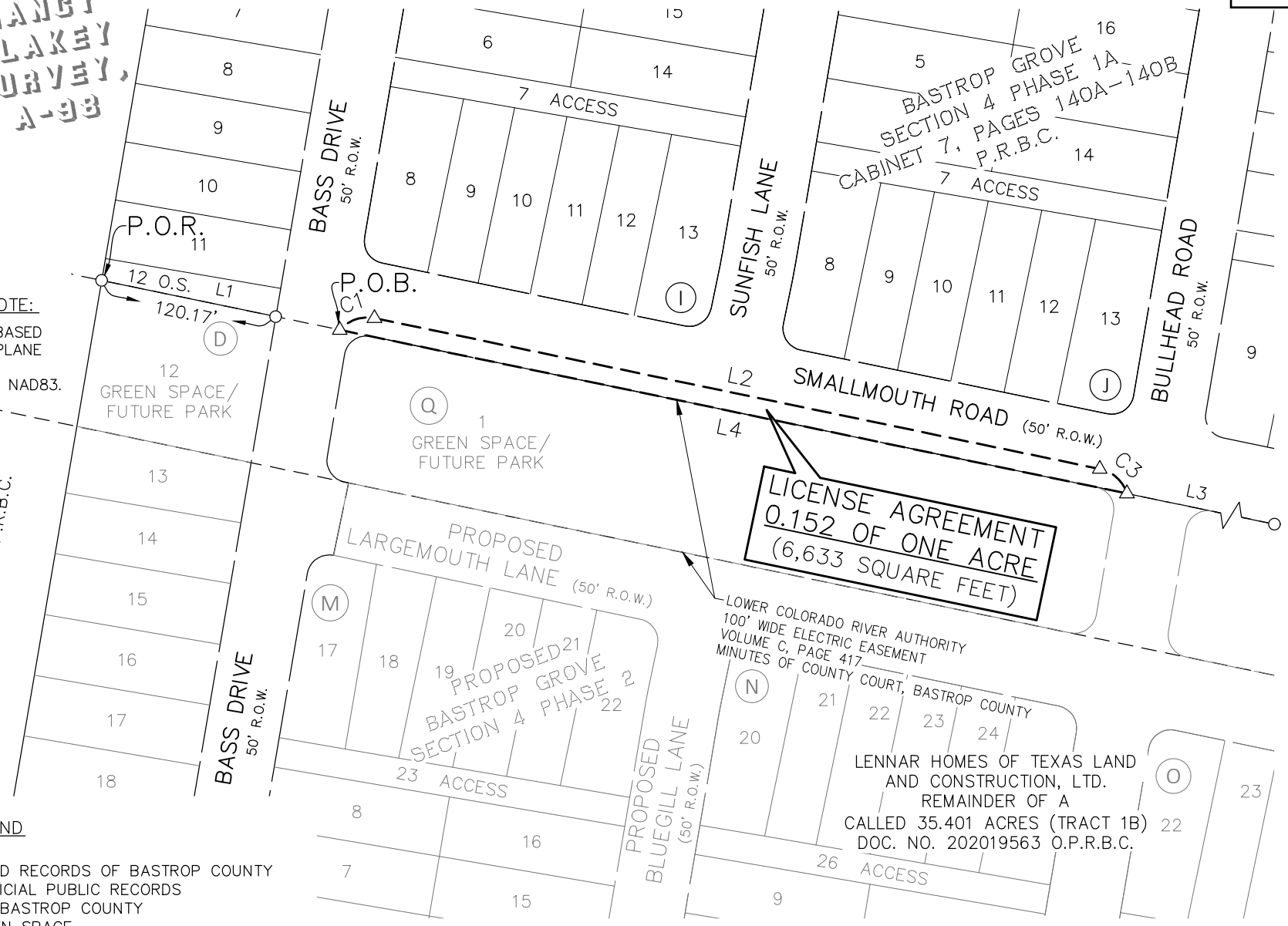


EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

Item 8D.

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 78°15'18" E	164.29'
L2	S 78°15'18" E	500.33'
L3	S 78°15'18" E	1,069.97'
L4	N 78°15'18" W	543.05'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	25.94'	24.50'	60°40'22"	N 71°24'31" E	24.75'
C3	25.94'	24.50'	60°40'22"	S 47°55'07" E	24.75'

G:\TXC\Projects\Lennar\8119-00-Bastrop_Grove_Ph_1\SV\04_Finals\Drawings\ESM\TS\8119-00_Irrigation LA13.dwg, 3/16/2022 4:57 PM, sbarger



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 TBPELS Licensed Surveying Firm No. 10194490

SCALE: 1"=100'

SHEET 4

OF 4

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STAFF REPORT

MEETING DATE: February 14, 2023

TITLE:

Consider action to approve Resolution No. R-2023-19 of the City Council of the City of Bastrop, Texas, approving a construction contract with JM Pipeline, LLC. for the Riverwood Water Main (WM) Replacement – Phase I – Bastrop CDV21-0276 for a not to exceed amount of Three Hundred Fifty-Eight Thousand, Two Hundred Thirty-One Dollars (\$358,231.00); authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Fabiola de Carvalho, AMP MIAM, Director of Engineering and Capital Project Management.

BACKGROUND/HISTORY:

The City of Bastrop like any other municipality has aging infrastructure that needs replacement.

The water lines on Riverwood Drive and Al Jones Street are in need of replacement due to aging and deterioration. In addition, the lines are undersized, comprised of mixed materials, are unreliable, difficult to repair and inadequate to support fire flow to this portion of the City's water system.

The City applied for a Community Development Block Grant (CDBG) grant, which was awarded in April, 2022. Because the grant will only cover a section of the work limits, it will be required to be constructed in two phases. To do all the area that needs replacement, approximately \$1M is required. The existing water lines range from 2"-4" in size and are located in the Extraterritorial Jurisdiction (ETJ), but are part of the city's water system. This project consists of, but not limited to, installing approximately 4,000 feet of 6" water main, replacing laterals, installing fire hydrant assemblies, and their appurtenances, and reconnecting existing customers at existing meters, which will benefit a total of 21 families. The project has been designed by TRC Engineers.

On January 11th and 18th of 2023, the City published an Invitation to Bidders (ITB) for construction services for the Riverwood WM Replacement – Phase 1. The bids were opened on January 26, 2023. The City of Bastrop received eleven bids. After TRC Engineer's evaluation of the bids and conducting reference checks, TRC Engineer provided a Recommendation to Award the construction contract for this project to JM Pipeline, LLC, the lowest responsible bidder, in the amount of \$358,231.00.

Below is a summary of the funding for the Phase 1:

- Design: \$55,000 covered by the grant
- Grant Administration covered by the grant: \$24,000 (total \$24,400 with match funds)
- Construction covered by the grant: \$270,600

- Total Grant award: \$350,000
- Total project budgeted: \$402,500
- City’s Commitment as Match: \$52,500
- Construction Contract with JM Pipeline, LLC: \$358,231
- Additional funds from the City: 87,631

A bid summary table is provided below:

Rank	Contractor	Total Project Cost
1	JM Pipeline, LLC	358,231.00
2	Heavy Roadway Construction	360,530.00
3	Lupe Rubio Construction	372,573.23
4	WJC Constructors	421,141.00
5	Tracker Utility Services	445,984.00
6	M&C Fonseca Construction Co.	529,565.00
7	Royal Vista, Inc.	587,442.00
8	Patin Construction	599,398.00
9	Aaron Concrete Contractors	748,714.00
10	JKB Construction Company	795,127.00
11	Herschap Backhoe & Ditching, Inc.	870,710.00

The Notice to Proceed is anticipated to be issued in February 2023 and construction will be completed within 180 calendar days. The substantial completion of the construction is anticipated in July 2023.

The City will notify and coordinate with the residents impacted by this project.

FISCAL IMPACT:

FY23 Annual Budget

- Texas Community Development Block Grant (CDBG): \$270,600
- Match from Water/Wastewater CIP Fund: \$87,631

RECOMMENDATION:

Consider action to approve Resolution No. R-2023-19 of the City Council of the City of Bastrop, Texas, approving a construction contract with JM Pipeline, LLC. for the Riverwood Water Main (WM) Replacement – Phase I – Bastrop CDV21-0276 for a not to exceed amount of Three Hundred Fifty-Eight Thousand, Two Hundred Thirty-One Dollars (\$358,231.00); authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Exhibit A: Resolution No. R-2023-19
- Exhibit B: Recommendation to Award from TRC Engineers
- Exhibit C: Riverwood Water Main (WM) Replacement – Phase I – location map

RESOLUTION NO. R-2023-19

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING A CONSTRUCTION CONTRACT WITH JM PIPELINE, LLC. FOR A NOT-TO-EXCEED AMOUNT OF THREE HUNDRED FIFTY-EIGHT THOUSAND, TWO HUNDRED THIRTY-ONE DOLLARS (\$358,231.00) FOR THE RIVERWOOD WATER MAIN REPLACEMENT – PHASE I – BASTROP CDV21-0276; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, the City of Bastrop will continue to invest on its assets for future generations.

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

Section 1: That the City Manager is hereby authorized to execute the Construction Contract, for a not-to-exceed amount of Three Hundred Fifty-Eight Thousand, Two Hundred Thirty-One Dollars (\$358,231.00) with JM Pipeline, LLC.

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop, Texas this 14th day of February, 2023.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



505 East Huntland Drive
Suite 250
Austin, Texas 78752

T 512.454.8716
TRCcompanies.com
T.B.P.E. #F-8632

Item 8E.

January 31, 2023

Ms. Connie Schroeder, Mayor and City Council
City of Bastrop
1311 Chestnut Street
Bastrop, TX 78602

ATTN: Sylvia Carrillo, ICMA-CM, CPM, City Manager

**RE: Riverwood Watermain Replacement – Phase 1
TXCDBG Contract No. CDV21-0276
Bid Award Recommendation**

Mayor Schroeder:

The bid opening for the above referenced project was held on January 26, 2023. A total of eleven (11) bids were submitted. The base bids ranged from a low of \$358,231.00 from JM Pipeline, LLC to a high of \$870,710.00 from Herschap Backhoe & Ditching, Inc. A detailed bid tabulation is attached for your reference.

The project includes the installation of approximately 4000 feet of 6" watermain, fire hydrants, air release and blowoff valves, and all necessary appurtenances.

TRC conducted reference checks on projects supplied by the contractor and found that JM Pipeline, LLC completed projects to the satisfaction of the Owners and Engineers. Based on our review of the information submitted by the low bidder, the list of similar project experience provided, and references contacted, TRC Engineers determined that JM Pipeline, has met the qualification requirements in the Contract Documents, is the lowest responsible bidder, and therefore recommends that JM Pipeline, LLC be awarded a contract for the total base bid amount of \$358,231.00. The contractor has provided a bid bond and will be required to furnish a Performance Bond and Payment Bond to the City.

If you have any questions regarding this information, please feel free to contact this office.

Sincerely,

Derek Klenke, PE
Sr. Project Engineer - DMS

Attachment: Bid Tabulation, Contractor Reference Checks

CITY OF BASTROP
Riverwood Water Main Replacement - Phase I
TxCDBG Contract NO. CDV21-0276
Bid Tabulation
January 26, 2023 - 3:00 PM



				JM Pipeline, LLC 825 Magnolia Lane Cottonwood Shores, TX 78657		Heavy Roadway Constructions 1305 Terrace View Drive Cedar Park, TX 78613		Lupe Rubio Construction PO Box 1838 Kingsland, TX 78639	
Item	Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
P.1	Mobilization/demobilization	1	L.S.	\$3,500.00	\$3,500.00	\$16,000.00	\$16,000.00	\$13,800.00	\$13,800.00
P.2	Install TDA Compliant project sign	1	L.S.	\$300.00	\$300.00	\$3,000.00	\$3,000.00	\$2,300.00	\$2,300.00
P.3	Install 6" PVC water lines	4,042	L.F.	\$38.00	\$153,596.00	\$34.00	\$137,428.00	\$37.29	\$150,726.18
P.4	Install 6" resilient seat gate valves	9	EA.	\$2,300.00	\$20,700.00	\$2,500.00	\$22,500.00	\$2,270.03	\$20,430.27
P.5	Install 2" seat gate valves	5	EA.	\$1,800.00	\$9,000.00	\$1,500.00	\$7,500.00	\$899.88	\$4,499.40
P.6	Install new air release valve	1	EA.	\$6,000.00	\$6,000.00	\$5,000.00	\$5,000.00	\$7,610.41	\$7,610.41
P.7	Install new blow off valve	1	EA.	\$3,000.00	\$3,000.00	\$2,400.00	\$2,400.00	\$3,793.41	\$3,793.41
P.8	Install new Fire Hydrant Assemblies	9	EA.	\$8,000.00	\$72,000.00	\$7,000.00	\$63,000.00	\$8,037.67	\$72,339.03
P.9	Connection to existing 6" Water Main	1	EA.	\$2,100.00	\$2,100.00	\$1,500.00	\$1,500.00	\$1,247.75	\$1,247.75
P.10	Connection to existing 2" Water Main	3	EA.	\$1,800.00	\$5,400.00	\$1,000.00	\$3,000.00	\$2,022.85	\$6,068.55
P.11	Relocate existing water meter	12	EA.	\$1,700.00	\$20,400.00	\$725.00	\$8,700.00	\$655.50	\$7,866.00
P.12	Tie-in of existing water meter	12	EA.	\$1,500.00	\$18,000.00	\$1,200.00	\$14,400.00	\$1,044.61	\$12,535.32
P.13	Install ductile iron compact main line fittings	1	TON	\$11,600.00	\$11,600.00	\$15,000.00	\$15,000.00	\$7,826.73	\$7,826.73
P.14	Relocate existing flushing valve	1	EA.	\$2,400.00	\$2,400.00	\$2,500.00	\$2,500.00	\$7,284.68	\$7,284.68
P.15	Reinstall existing fence & posts	102	L.F.	\$35.00	\$3,570.00	\$50.00	\$5,100.00	\$17.25	\$1,759.50
P.16	Reinstall existing mailboxes	8	EA.	\$225.00	\$1,800.00	\$1,500.00	\$12,000.00	\$345.00	\$2,760.00
P.17	Install Asphalt pavement	21	S.Y.	\$125.00	\$2,625.00	\$92.00	\$1,932.00	\$92.00	\$1,932.00
P.18	Install 6" Flexible Base	202	S.Y.	\$20.00	\$4,040.00	\$35.00	\$7,070.00	\$34.50	\$6,969.00
P.19	SWPPP	1	L.S.	\$15,500.00	\$15,500.00	\$10,000.00	\$10,000.00	\$16,100.00	\$16,100.00
P.20	Traffic Control Plan	1	L.S.	\$1,800.00	\$1,800.00	\$15,000.00	\$15,000.00	\$23,000.00	\$23,000.00
P.21	Tree removal	3	EA.	\$300.00	\$900.00	\$2,500.00	\$7,500.00	\$575.00	\$1,725.00
TOTAL BID					\$358,231.00		\$360,530.00		\$372,573.23

CITY OF BASTROP
Riverwood Water Main Replacement - Phase I
TxCDBG Contract NO. CDV21-0276
Bid Tabulation
January 26, 2023 - 3:00 PM



				WJC Constructors 702 Old Antioch Road Smithville, TX 78957		Tracker Utility Services 1067 FM 306 Suite 507 New Braunfels, TX 78130		M&C Fonseca Construction Co. 1901 Prairie Creek Road Granite Shoals, TX 78654	
Item	Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
P.1	Mobilization/demobilization	1	L.S.	\$10,000.00	\$10,000.00	\$44,500.00	\$44,500.00	\$25,000.00	\$25,000.00
P.2	Install TDA Compliant project sign	1	L.S.	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00	\$1,750.00	\$1,750.00
P.3	Install 6" PVC water lines	4,042	L.F.	\$57.00	\$230,394.00	\$63.00	\$254,646.00	\$65.00	\$262,730.00
P.4	Install 6" resilient seat gate valves	9	EA.	\$1,850.00	\$16,650.00	\$1,710.00	\$15,390.00	\$2,500.00	\$22,500.00
P.5	Install 2" seat gate valves	5	EA.	\$930.00	\$4,650.00	\$1,250.00	\$6,250.00	\$1,500.00	\$7,500.00
P.6	Install new air release valve	1	EA.	\$5,100.00	\$5,100.00	\$4,000.00	\$4,000.00	\$8,850.00	\$8,850.00
P.7	Install new blow off valve	1	EA.	\$7,700.00	\$7,700.00	\$600.00	\$600.00	\$4,500.00	\$4,500.00
P.8	Install new Fire Hydrant Assemblies	9	EA.	\$7,333.00	\$65,997.00	\$5,500.00	\$49,500.00	\$8,500.00	\$76,500.00
P.9	Connection to existing 6" Water Main	1	EA.	\$4,000.00	\$4,000.00	\$750.00	\$750.00	\$3,250.00	\$3,250.00
P.10	Connection to existing 2" Water Main	3	EA.	\$1,250.00	\$3,750.00	\$1,000.00	\$3,000.00	\$8,500.00	\$25,500.00
P.11	Relocate existing water meter	12	EA.	\$650.00	\$7,800.00	\$1,000.00	\$12,000.00	\$1,250.00	\$15,000.00
P.12	Tie-in of existing water meter	12	EA.	\$700.00	\$8,400.00	\$1,000.00	\$12,000.00	\$1,000.00	\$12,000.00
P.13	Install ductile iron compact main line fittings	1	TON	\$13,200.00	\$13,200.00	\$14,000.00	\$14,000.00	\$9,500.00	\$9,500.00
P.14	Relocate existing flushing valve	1	EA.	\$750.00	\$750.00	\$1,200.00	\$1,200.00	\$3,250.00	\$3,250.00
P.15	Reinstall existing fence & posts	102	L.F.	\$50.00	\$5,100.00	\$10.00	\$1,020.00	\$35.00	\$3,570.00
P.16	Reinstall existing mailboxes	8	EA.	\$150.00	\$1,200.00	\$150.00	\$1,200.00	\$250.00	\$2,000.00
P.17	Install Asphalt pavement	21	S.Y.	\$300.00	\$6,300.00	\$56.00	\$1,176.00	\$75.00	\$1,575.00
P.18	Install 6" Flexible Base	202	S.Y.	\$50.00	\$10,100.00	\$26.00	\$5,252.00	\$45.00	\$9,090.00
P.19	SWPPP	1	L.S.	\$10,000.00	\$10,000.00	\$6,000.00	\$6,000.00	\$25,000.00	\$25,000.00
P.20	Traffic Control Plan	1	L.S.	\$4,500.00	\$4,500.00	\$10,500.00	\$10,500.00	\$9,000.00	\$9,000.00
P.21	Tree removal	3	EA.	\$850.00	\$2,550.00	\$500.00	\$1,500.00	\$500.00	\$1,500.00
TOTAL BID					\$421,141.00		\$445,984.00		\$529,565.00

CITY OF BASTROP
Riverwood Water Main Replacement - Phase I
TxCDBG Contract NO. CDV21-0276
Bid Tabulation
January 26, 2023 - 3:00 PM



				Royal Vista, Inc. 350 CR 260 Liberty Hill, TX 78642		Patin Construction 3800 W. 2nd Street Taylor, TX 76574		Aaron Concrete Contractors 4108 Nixon Lane Austin, TX 78725	
Item	Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
P.1	Mobilization/demobilization	1	L.S.	\$50,000.00	\$50,000.00	\$5,000.00	\$5,000.00	\$34,000.00	\$34,000.00
P.2	Install TDA Compliant project sign	1	L.S.	\$2,000.00	\$2,000.00	\$850.00	\$850.00	\$2,921.00	\$2,921.00
P.3	Install 6" PVC water lines	4,042	L.F.	\$75.00	\$303,150.00	\$69.00	\$278,898.00	\$98.00	\$396,116.00
P.4	Install 6" resilient seat gate valves	9	EA.	\$2,500.00	\$22,500.00	\$3,000.00	\$27,000.00	\$2,655.00	\$23,895.00
P.5	Install 2" seat gate valves	5	EA.	\$1,650.00	\$8,250.00	\$1,500.00	\$7,500.00	\$1,936.00	\$9,680.00
P.6	Install new air release valve	1	EA.	\$9,800.00	\$9,800.00	\$5,000.00	\$5,000.00	\$5,680.00	\$5,680.00
P.7	Install new blow off valve	1	EA.	\$6,800.00	\$6,800.00	\$3,000.00	\$3,000.00	\$2,234.00	\$2,234.00
P.8	Install new Fire Hydrant Assemblies	9	EA.	\$6,900.00	\$62,100.00	\$7,500.00	\$67,500.00	\$7,001.00	\$63,009.00
P.9	Connection to existing 6" Water Main	1	EA.	\$1,800.00	\$1,800.00	\$5,000.00	\$5,000.00	\$3,429.00	\$3,429.00
P.10	Connection to existing 2" Water Main	3	EA.	\$1,850.00	\$5,550.00	\$5,000.00	\$15,000.00	\$1,785.00	\$5,355.00
P.11	Relocate existing water meter	12	EA.	\$1,250.00	\$15,000.00	\$5,000.00	\$60,000.00	\$2,540.00	\$30,480.00
P.12	Tie-in of existing water meter	12	EA.	\$1,250.00	\$15,000.00	\$5,000.00	\$60,000.00	\$759.00	\$9,108.00
P.13	Install ductile iron compact main line fittings	1	TON	\$18,000.00	\$18,000.00	\$6,500.00	\$6,500.00	\$17,751.00	\$17,751.00
P.14	Relocate existing flushing valve	1	EA.	\$5,300.00	\$5,300.00	\$5,000.00	\$5,000.00	\$4,474.00	\$4,474.00
P.15	Reinstall existing fence & posts	102	L.F.	\$65.00	\$6,630.00	\$100.00	\$10,200.00	\$88.00	\$8,976.00
P.16	Reinstall existing mailboxes	8	EA.	\$500.00	\$4,000.00	\$1,000.00	\$8,000.00	\$799.00	\$6,392.00
P.17	Install Asphalt pavement	21	S.Y.	\$142.00	\$2,982.00	\$600.00	\$12,600.00	\$740.00	\$15,540.00
P.18	Install 6" Flexible Base	202	S.Y.	\$40.00	\$8,080.00	\$50.00	\$10,100.00	\$141.00	\$28,482.00
P.19	SWPPP	1	L.S.	\$28,000.00	\$28,000.00	\$3,000.00	\$3,000.00	\$58,412.00	\$58,412.00
P.20	Traffic Control Plan	1	L.S.	\$8,000.00	\$8,000.00	\$2,500.00	\$2,500.00	\$17,524.00	\$17,524.00
P.21	Tree removal	3	EA.	\$1,500.00	\$4,500.00	\$2,250.00	\$6,750.00	\$1,752.00	\$5,256.00
TOTAL BID					\$587,442.00		\$599,398.00		\$748,714.00

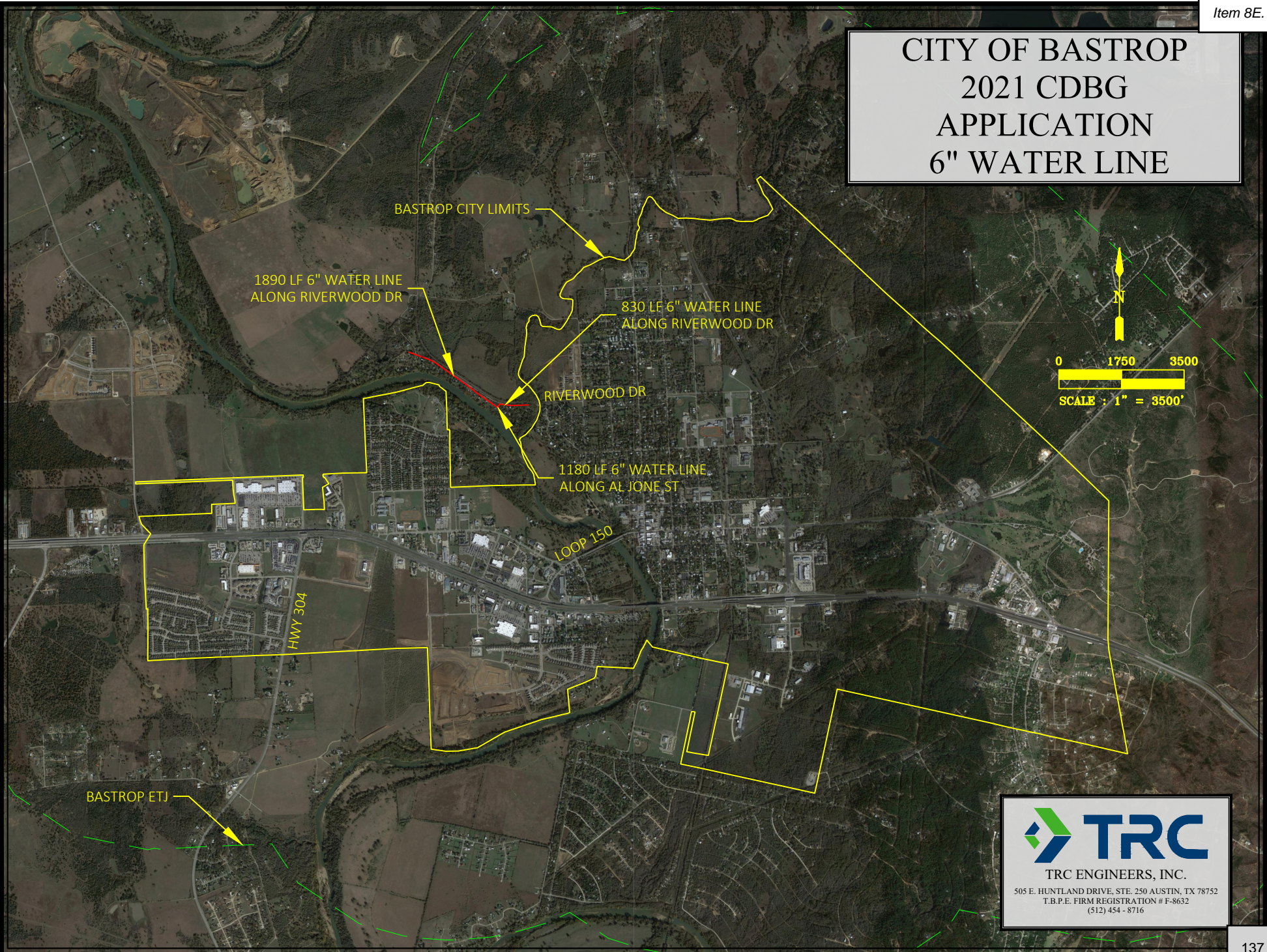
CITY OF BASTROP
Riverwood Water Main Replacement - Phase I
TxCDBG Contract NO. CDV21-0276
Bid Tabulation
January 26, 2023 - 3:00 PM



JKB Construction Company 14750 W HWY 29 Liberty Hill, TX 78642	Herschap Backhoe & Ditching, Inc PO Drawer 489 Bastrop, TX 78602
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Item	Description	Qty.	Unit	Unit Price	Total	Unit Price	Total
P.1	Mobilization/demobilization	1	L.S.	\$38,800.00	\$38,800.00	\$15,000.00	\$15,000.00
P.2	Install TDA Compliant project sign	1	L.S.	\$833.00	\$833.00	\$2,000.00	\$2,000.00
P.3	Install 6" PVC water lines	4,042	L.F.	\$135.00	\$545,670.00	\$135.00	\$545,670.00
P.4	Install 6" resilient seat gate valves	9	EA.	\$1,950.00	\$17,550.00	\$2,000.00	\$18,000.00
P.5	Install 2" seat gate valves	5	EA.	\$1,000.00	\$5,000.00	\$1,800.00	\$9,000.00
P.6	Install new air release valve	1	EA.	\$6,400.00	\$6,400.00	\$5,000.00	\$5,000.00
P.7	Install new blow off valve	1	EA.	\$3,600.00	\$3,600.00	\$2,800.00	\$2,800.00
P.8	Install new Fire Hydrant Assemblies	9	EA.	\$7,900.00	\$71,100.00	\$7,900.00	\$71,100.00
P.9	Connection to existing 6" Water Main	1	EA.	\$1,350.00	\$1,350.00	\$6,500.00	\$6,500.00
P.10	Connection to existing 2" Water Main	3	EA.	\$1,950.00	\$5,850.00	\$5,500.00	\$16,500.00
P.11	Relocate existing water meter	12	EA.	\$1,500.00	\$18,000.00	\$2,000.00	\$24,000.00
P.12	Tie-in of existing water meter	12	EA.	\$1,600.00	\$19,200.00	\$2,000.00	\$24,000.00
P.13	Install ductile iron compact main line fittings	1	TON	\$4,800.00	\$4,800.00	\$16,000.00	\$16,000.00
P.14	Relocate existing flushing valve	1	EA.	\$7,300.00	\$7,300.00	\$2,000.00	\$2,000.00
P.15	Reinstall existing fence & posts	102	L.F.	\$22.00	\$2,244.00	\$125.00	\$12,750.00
P.16	Reinstall existing mailboxes	8	EA.	\$833.00	\$6,664.00	\$600.00	\$4,800.00
P.17	Install Asphalt pavement	21	S.Y.	\$421.00	\$8,841.00	\$400.00	\$8,400.00
P.18	Install 6" Flexible Base	202	S.Y.	\$13.00	\$2,626.00	\$95.00	\$19,190.00
P.19	SWPPP	1	L.S.	\$13,400.00	\$13,400.00	\$38,000.00	\$38,000.00
P.20	Traffic Control Plan	1	L.S.	\$13,400.00	\$13,400.00	\$18,000.00	\$18,000.00
P.21	Tree removal	3	EA.	\$833.00	\$2,499.00	\$4,000.00	\$12,000.00
TOTAL BID					\$795,127.00		\$870,710.00

CITY OF BASTROP 2021 CDBG APPLICATION 6" WATER LINE




TRC
TRC ENGINEERS, INC.
505 E. HUNTLAND DRIVE, STE. 250 AUSTIN, TX 78752
T.B.P.E. FIRM REGISTRATION # F-8632
(512) 454 - 8716



STAFF REPORT

MEETING DATE: February 14, 2023

TITLE:

Consider action to approve Resolution No. R-2023-16 of the City Council of the City of Bastrop, Texas, supporting the application for Housing Tax Credits for the rehabilitation of the Settlement Estates, located at 149 Settlement Drive; confirming support for the application; authorizing the City Manager to grant a Two-Hundred Fifty Dollar and No Cents (\$250.00) reduction in fees for Settlement Estates to meet all program criteria; authorizing the Mayor to certify documents; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Jennifer C. Bills, AICP, LEED AP, Director of Planning & Development

BACKGROUND/HISTORY:

The owner is seeking to secure financing through the Low-Income Housing Tax Credit Program to receive 9 % housing tax credits. Projects seeking credits are scored using the criteria set by TDHCA in this competitive process. This project is a rehabilitation project that is ensuring the continuation of existing affordable units. Because of this, they are applying within a special category of Rural Set-aside, so it would not compete against other new construction projects. The City of Bastrop, when compared to other cities of similar size throughout Texas, has two times the average number of tax credit units. This is not a market measure, but simply a statistical comparison. Due to the two times rule, any application within Bastrop is required to secure a Resolution of Support to apply.

Settlement Estates is a 70-unit income restricted senior apartment that was built in 1999. The development received Housing Tax Credits in 1998 for the construction of the apartments with an affordability period of 30 years. The allocation of rehab tax credits will allow the owner to provide renovations and improvements to the existing complex. If awarded, the affordability period will be extended for 30 more years. Additional information on the development is in Attachment 1.

FISCAL IMPACT:

The owner is requesting a \$250.00 reduction in building review and inspection fees. Tax credits are provided through a federal program that does not impact municipal funds.

RECOMMENDATION:

Approve Resolution No. R-2023-16 of the City Council of the City of Bastrop, Texas, supporting the application for Housing Tax Credits for the rehabilitation of the Settlement Estates, located at 149 Settlement Drive; confirming support for the application; authorizing the City Manager to grant a Two-Hundred Fifty Dollar and No Cents (\$250.00) reduction in fees for Settlement Estates to meet all program criteria; authorizing the Mayor to certify documents; and establishing an effective date.

ATTACHMENTS:

1. Resolution R-2023-16

2. Attachment 1: Project Information

RESOLUTION NO. R-2023-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, SUPPORTING THE APPLICATION FOR HOUSING TAX CREDITS FOR THE REHABILITATION OF THE SETTLEMENT ESTATES, LOCATED AT 149 SETTLEMENT DRIVE; CONFIRMING SUPPORT FOR THE APPLICATION; AUTHORIZING THE CITY MANAGER TO GRANT A TWO-HUNDRED FIFTY DOLLAR AND NO CENTS (\$250.00) REDUCTION IN FEES FOR SETTLEMENT ESTATES TO MEET ALL PROGRAM CRITERIA; AUTHORIZING THE MAYOR CERTIFY DOCUMENTS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, JES Dev Co, Inc. has proposed a development for affordable rental housing at 149 Settlement Dr., Bastrop, TX named Settlement Estates in the City of Bastrop; and

WHEREAS, JES Dev Co, Inc. has communicated that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2023 Housing Tax Credit funds for Settlement Estates; and

WHEREAS, the City of Bastrop confirms it will provide reduced fees in the amount of \$250.00 for the benefit of the Project.

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

Section 1: As provided for in 10 TAC §11.3(c), it is expressly acknowledged and confirmed that the City of Bastrop has more than twice the state average of units per capita supported by Housing Tax Credits or Private Activity Bonds.

Section 2: The City of Bastrop, acting through its governing body, hereby confirms that it supports the proposed Settlement Estates, located at 149 Settlement Dr. Bastrop, TX (TDHCA Application # 23096) and that this formal action has been taken to put on record the opinion expressed by the City of Bastrop on February 14, 2023.

Section 3: The City Manager is authorized to grant a Two-Hundred Fifty Dollars and No Cents (\$250.00) reduction in fees for Settlement Estates to meet all program criteria.

Section 4: For and on behalf of the Governing Body, Connie Schroeder, Mayor is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, TX, on this, the 14th day of February 2023.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



Low Income Housing Tax Credit Support Request

Information for Submittal - Rehab

SITE INFORMATION

- Breakdown of unit types and rental rates by income level

UNIT TYPE	# OF UNITS	INCOME LEVEL	SIZE (SQ.FT.)	RENTAL RATE
1BR/1BA	3	30%	651	\$ 473
1BR/1BA	6	50%	651	\$ 887
1BR/1BA	23	60%	651	\$ 1,094
2BR/1BA	3	30%	859	\$ 566
2BR/1BA	8	50%	859	\$ 1,063
2BR/1BA	27	60%	859	\$ 1,311
Total Units:	70			

- Existing site layout and pictures
Included on separate .pdf. including original construction plans.
- What percentage of units have ADA features?
5% of the units are ADA accessible units.
100% of the units have ADA features and are adaptable to become full ADA accessible units.
- If the development includes market rate units, do these units differ from the income restricted units in any way? N/A
- List the amenities for the entire site.
Existing: community building with management office, on-site laundry, washer / dryer hookups in units, community room with warming kitchen, swimming pool.

DEVELOPMENT AND MANAGEMENT COMPANY INFORMATION

- Will the management be in-house or a separate entity?
In-house management. We have owned and managed the property for 25 years and will continue to do so. The name of our management company is Fairway Management. Leslie Starr is the property manager and she can be reached at 512-321-1447
- Have there been any changes in company names or re-organizations? No
- Provide history of similar projects developed and managed. How many tax credit projects have you developed in Texas?
JES Dev. CO., Inc. has fourteen developments that have been built or are in development across Texas in Bastrop, Salado, Crandall, Bulverde, Sweetwater, Grand Prairie, Waco, Denton, Amarillo, Tyler, Kerrville, and San Marcos. We have developed, own and manage 3 senior tax credit properties in Bastrop. Settlement Estates, Riverwood Commons I and Riverwood Commons II. Settlement Estates was developed 25 years ago in Bastrop by the same group of individuals seeing this resolution of support for tax credits to update the property.

JES Dev. Co, Inc. has completed or is in the process of developing both family and senior tax credit developments in over 250 cities in Texas, Missouri, Georgia, Florida, Arizona, Oklahoma, and South Carolina.. Fairway Management (an affiliated entity) has over 12,500 units in 250 communities under management with a 97% occupancy rate. Fairway Construction (an affiliated company) has a strong track record of completing development on time and on budget and has built over 8,200 units in 200 communities. Affordable Equity Partners (an affiliated company) has syndicated and provided asset management services for over \$4 billion in tax credits which has been invested in 250 cities across the country resulting in the construction of over 500 communities and 8,000 units. Affordable Equity Partners has never had an instance of tax credits being recaptured.

FINANCIAL INFORMATION

- Will the site have any property tax exemptions after development? NO
- What is the affordability period requirement for this project?
30 years (We are in year 25 of 30 currently). If we are awarded tax credits the property will remain affordable for an additional 30+ years.

OTHER INFORMATION

- Please list any additional information or letters that you will be requesting from the City of Bastrop Utilities for the TDHCA application requirements.

We will be requesting:

1. Resolution of Support from the City of Bastrop.
 - A. We would seek a resolution of support from the City of Bastrop expressly setting forth that the municipality supports the application to TDHCA. I have assembled template language below that the agency provides. The resolution of support needs to specifically address two items.
 - a. The express support of our application for the tax credits by JES Dev Co., Inc. for the rehab of Settlement Estates.
 - b. The confirmation and acknowledgement that the City of Bastrop has more than twice the state average of units per capita supported by Housing Tax Credits or Private Activity Bonds, and that the City supports the proposed Settlement Estates, and confirms that its governing body has voted specifically to approve rehabilitation of the Development and to authorize an allocation of Housing Tax Credits for the Development pursuant to Tex. Gov't Code §2306.6703(a)(4).
2. A letter from City agreeing to provide a local government contribution to the rehabilitation of Settlement Estates in an amount that equals \$250.00 or more.
 - A. A letter from the Mayor, City Manager, or authorized city official stating they will provide a loan, grant, reduced fees or contribution of other value that equals \$500 or more. Typically, we see a fee reduction of \$250 to meet the criteria.

CONTINUED ON NEXT PAGE

Sample Resolution of Support Language

WHEREAS, JES Dev Co, Inc. has proposed a development for affordable rental housing at 149 Settlement Dr., Bastrop, TX named Settlement Estates in the City of Bastrop and

WHEREAS, JES Dev Co, Inc. has communicated that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2023 Housing Tax Credit funds for Settlement Estates

It is hereby

RESOLVED, that the City of Bastrop, acting through its governing body, hereby confirms that it supports the proposed Settlement Estates, located at 149 Settlement Dr. Bastrop, TX (TDHCA Application # 23096) and that this formal action has been taken to put on record the opinion expressed by the City of Bastrop on **[date]**, and

FURTHER RESOLVED, that as provided for in 10 TAC §11.3(c), it is expressly acknowledged and confirmed that the City of Bastrop has more than twice the state average of units per capita supported by Housing Tax Credits or Private Activity Bonds, and

FURTHER RESOLVED, that the City of Bastrop hereby supports the proposed Settlement Estates, and confirms that its governing body has voted specifically to approve the construction or rehabilitation of the Development and to authorize an allocation of Housing Tax Credits for the Development pursuant to Tex. Gov't Code §2306.6703(a)(4), and

FURTHER RESOLVED that for and on behalf of the Governing Body, **[name, position of authorized person]** are hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.



Property boundary is approximate only.



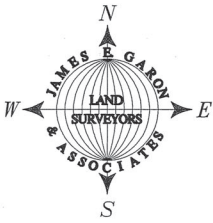
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2020 USDA Texas NAIP Imagery

1:2,500



PE Project No: 2022120



SETTLEMENT ESTATES LANDSCAPE PLAN

- GENERAL LANDSCAPE NOTES
- CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITY LINES PRIOR TO ANY DIGGING.
 - ALL PROPOSED LANDSCAPING IS TO BE INSTALLED AS PER LOCAL CITY ORDINANCES AND CODES.
 - THE PROPERTY OWNER IS RESPONSIBLE FOR MAINTENANCE OF ALL PLANTING MATERIALS.
 - THE PROPERTY OWNER IS RESPONSIBLE FOR ORIGINATING ALL LANDSCAPE AREAS WITH AN UNDER GROUND IRRIGATION SYSTEM OR HOSE AREA.
 - ALL TREES SHALL BE PLANTED NO LESS THAN 6' FROM ANY PAVED SURFACE, ROOF OVERHANG, UTILITY LINE OR EXISTING TREE.
 - ALL TREES ARE TO BE BACKFILLED WITH A PLANTING MIX COMPOSED OF 3/3 CHOCOLATE LOAM AND 1/3 SHIFTING SOIL.
 - ALL DISTRESSED AREAS WITHIN THE UTILITY OF CONSTRUCTION SHALL BE REVEGETATED WITH BERMUDA GRASS.
 - ALL AREAS TO BE TOP DRESSED WITH 4" CHOCOLATE LOAM AND GRADED TO PREVENT POONDING.
 - SMALL PLANTINGS ARE NOT TO EXCEED 8" ON CENTER AND BEYOND THE MATERIAL SHOWN ON THIS PLAN.
 - CONTRACTOR SHALL PROVIDE A 1 YEAR WARRANTY ON ALL PLANT MATERIALS INCLUDING TOP SOIL FROM THE DAY OF INSTALLATION.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR HYDROLOGING ALL BUT NOT LIMITED TO THE TREE AREAS INDICATED ON THIS PLAN. HYDROLOGICAL TANKS SHALL BE INSTALLED FROM LATE SEPTEMBER 8 TO EARLY MARCH. TANKS SHALL BE INSTALLED PLACES BETWEEN SEPTEMBER 8 AND MARCH 1. TANKS SHALL BE SIZED WITH A MINIMUM RATE OF 1 LBS PER 1000 SF.
 - THE PLANTED AREA SHALL BE IRRIGATED ON SCHEDULED IN A MANNER THAT WILL NOT DRY OUT THE SOIL BUT WILL SUFFICIENTLY SOAK THE SOIL TO A DEPTH OF 4 INCHES. THE IRRIGATION SHALL OCCUR AT TEN DAY INTERVALS DURING THE FIRST TWO MONTHS. MAXIMUM COEFFICIENT OF 12 INCH OR GREATER SHALL PORTFOLIO THE WATERING SCHEDULE ONE WEEK.
 - THE CONTRACTOR SHALL REMOVE ALL TREE STAKING, WIRE AND HOSES AFTER ONE YEAR.

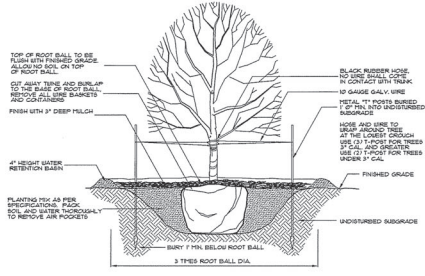


LANDSCAPE CALCULATIONS

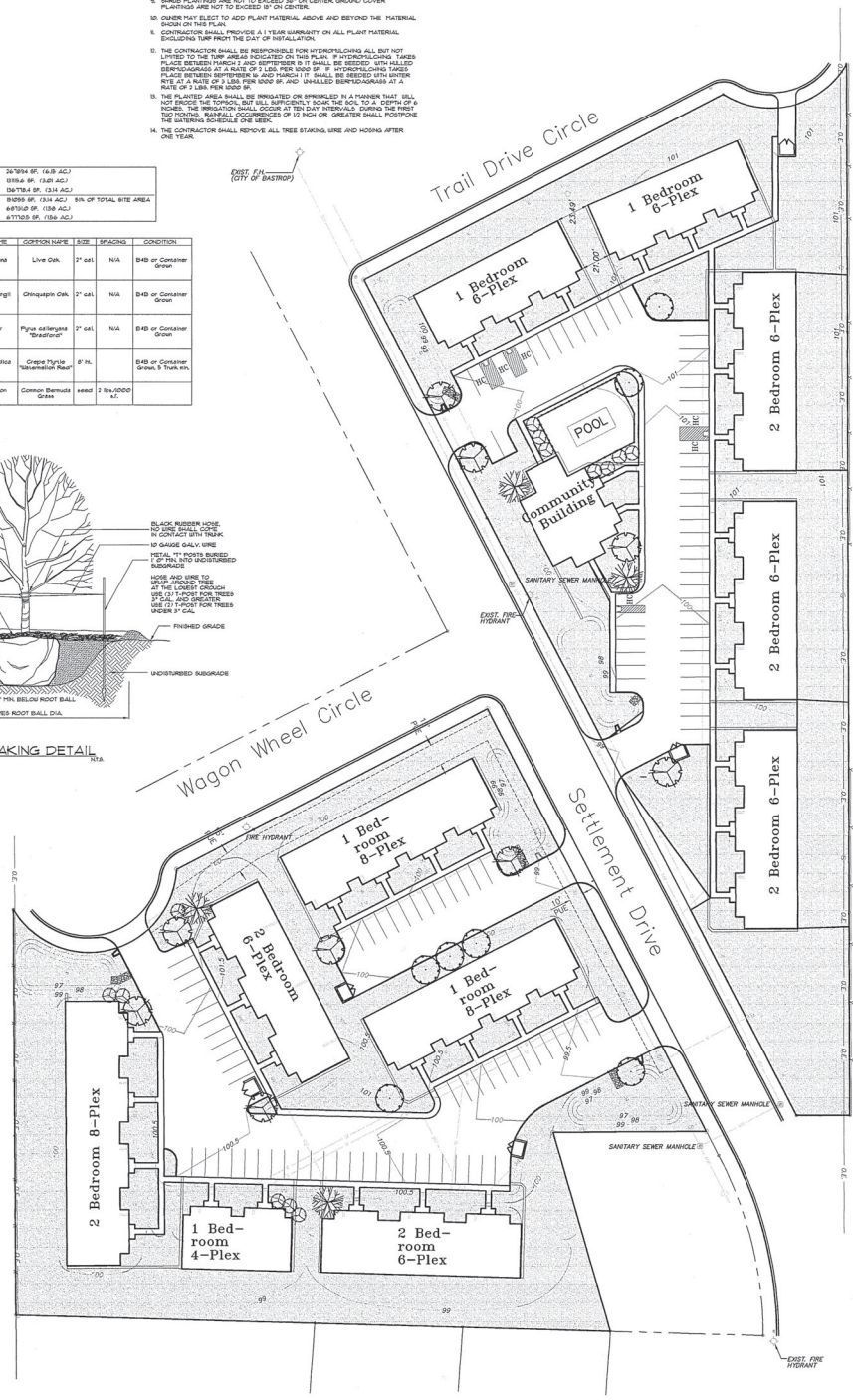
TOTAL SITE AREA	247894 SF. (7.6 AC)
LOT 1	89564 SF. (2.6 AC)
LOT 2	158330 SF. (4.6 AC)
TOTAL LANDSCAPED AREA	80056 SF. (2.3 AC) 3% OF TOTAL SITE AREA
LOT 1	44750 SF. (1.3 AC)
LOT 2	35306 SF. (1.0 AC)

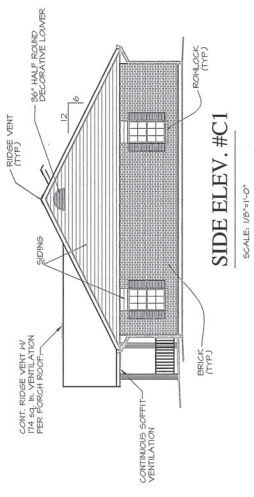
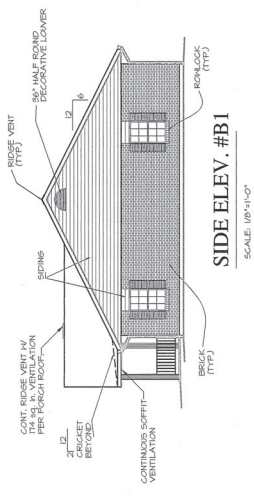
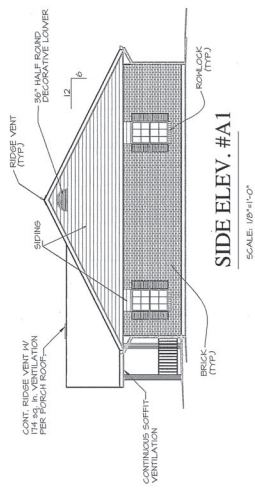
LANDSCAPE SCHEDULE

QUANTITY	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	CONDITION
8		<i>Quercus virginiana</i>	Live Oak	2" GA.	N/A	B&O or Container Grown
7		<i>Quercus rubra</i>	Chinquapin Oak	2" GA.	N/A	B&O or Container Grown
4		<i>Pyrus asarifolia</i>	Bradford Pear	2" GA.	N/A	B&O or Container Grown
1		<i>Lagerstroemia indica</i>	Crape Myrtle	8" H.	N/A	B&O or Container Grown 8' Trunk H.
1		<i>Cydonia oblongifolia</i>	Common Quince	seed	2' x 1000'	AC

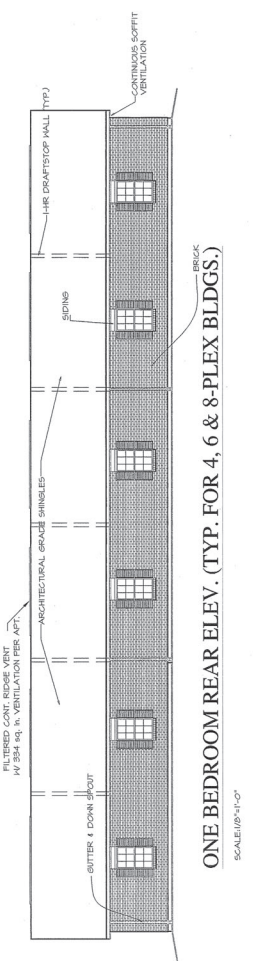
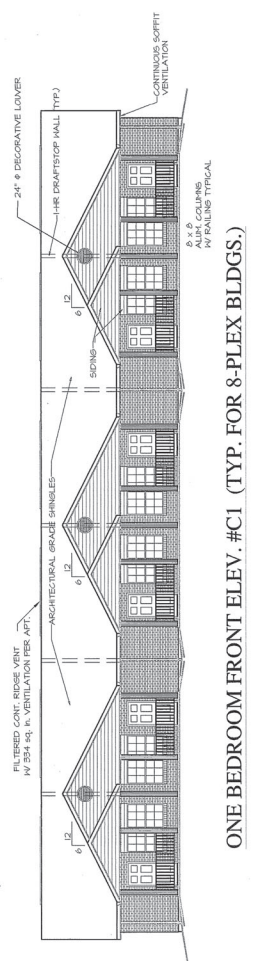
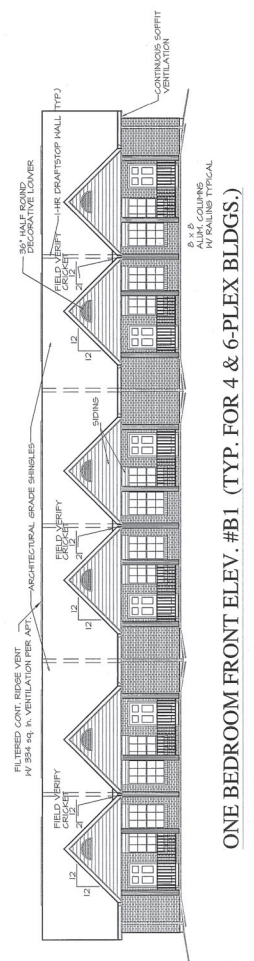
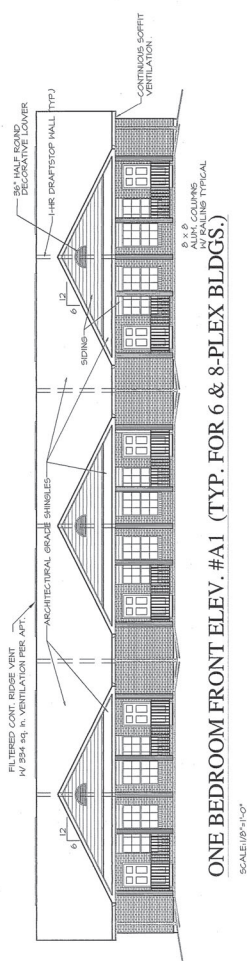


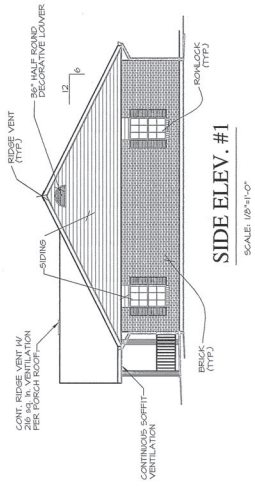
TREE STAKING DETAIL



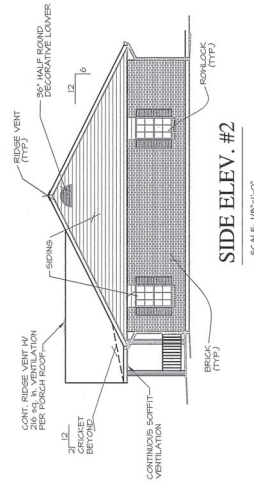


NOTE: PIRE DOWNSPOT DRAINAGE UNDERGROUND AND TO DAYLIGHT.

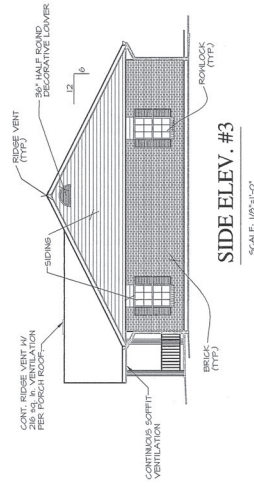




SIDE ELEV. #1
SCALE: 1/8"=1'-0"

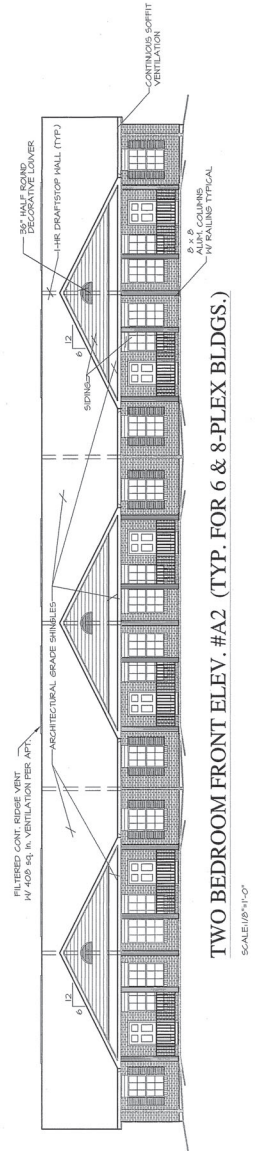


SIDE ELEV. #2
SCALE: 1/8"=1'-0"

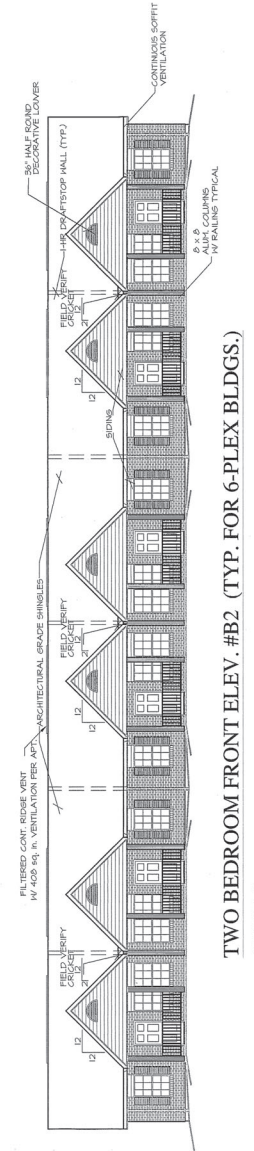


SIDE ELEV. #3
SCALE: 1/8"=1'-0"

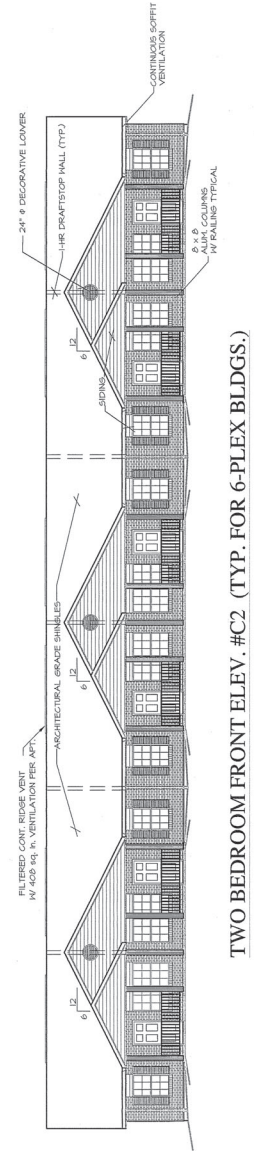
NOTE: PIPE DOWNSPOT DRAINAGE
UNDERGROUND AND TO DAYLIGHT.



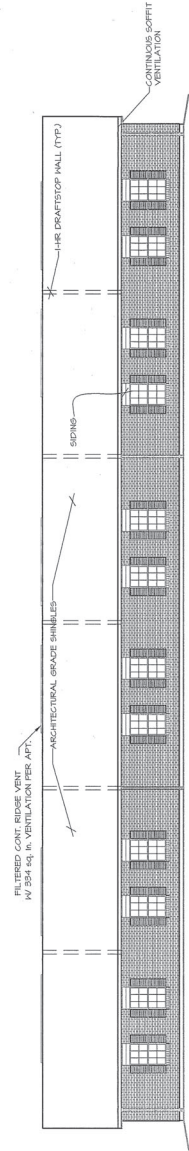
TWO BEDROOM FRONT ELEV. #A2 (TYP. FOR 6 & 8-PLEX BLDGS.)
SCALE: 1/8"=1'-0"



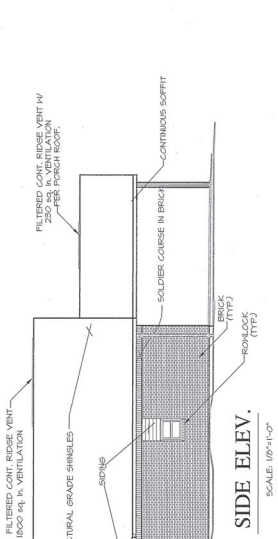
TWO BEDROOM FRONT ELEV. #B2 (TYP. FOR 6-PLEX BLDGS.)
SCALE: 1/8"=1'-0"



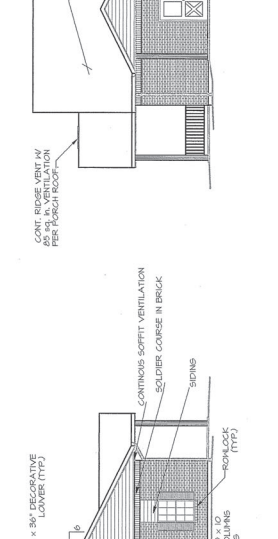
TWO BEDROOM FRONT ELEV. #C2 (TYP. FOR 6-PLEX BLDGS.)
SCALE: 1/8"=1'-0"



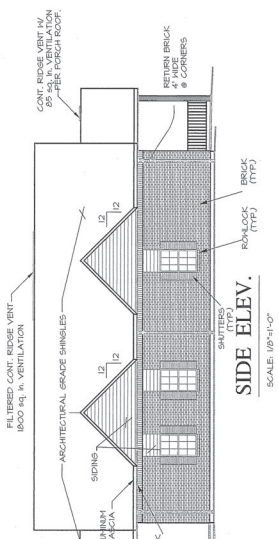
BEDROOM REAR ELEV. (TYP. FOR 6 & 8-PLEX BLDGS.)
SCALE: 1/8"=1'-0"



FRONT ELEV.
SCALE: 1/8"=1'-0"



SIDE ELEV.
SCALE: 1/8"=1'-0"



REAR ELEV.
SCALE: 1/8"=1'-0"

NOTE: ALL WALLS THIS BUILDING
TO BE 10'-0" HIGH.

NOTE: SEE EXISTING WALLS
UNDERGROUND TO DRAINAGE.

COMMUNITY BUILDING



1. ADA bathroom



2. ADA parking signage



7. ADA ramp



8. ADA walk-in shower



9. Asphalt shingle roofing



10. Asphalt shingle roofing



11. Asphalt shingle roofing



12. Asphalt shingle roofing



67. Landscaping



68. Landscaping



71. Laundry facility



72. Laundry facility



73. Leasing office bathroom



74. Leasing office community center



75. Leasing office community kitchen



76. Leasing office exterior facade



77. Leasing office exterior facade



78. Leasing office interior



79. Mail boxes



80. Mail boxes



83. Oven/stove



84. Pad-mounted transformer



107. Swimming pool



108. Swimming pool



137. Typical unit kitchen



138. Typical unit kitchen



139. Typical unit kitchen



140. Typical unit kitchen



141. Typical unit kitchen



142. Typical unit kitchen



143. Typical unit kitchen



144. Typical unit kitchen



145. Typical unit oven/stove



146. Typical unit range hood



147. Typical window interior view



148. Unit ADA bathroom



149. Unit building exterior facade



150. Unit building exterior facade



151. Unit building exterior facade



152. Unit building exterior facade



153. Unit building exterior facade



154. Unit building exterior facade



155. Unit building exterior facade



156. Unit building exterior facade



157. Unit building exterior facade



158. Unit building exterior facade



159. Unit building exterior facade



160. Unit building exterior facade



161. Unit building exterior facade



162. Unit building exterior facade



163. Unit building exterior facade



164. Unit building exterior facade



165. Unit building exterior facade



166. Unit building exterior facade



167. Unit building exterior facade



168. Unit building exterior facade



179. Utility sink



180. Washer/dryer connections



STAFF REPORT

MEETING DATE: February 14, 2023

TITLE:

Consider action to approve Resolution No. R-2023-15 of the City Council of the City of Bastrop, Texas, approving the City of Bastrop Public Library Collection Development Policy, attached as Exhibit A; providing for bi-annual review; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Submitted by: Bonnie Pierson, Library Director

BACKGROUND/HISTORY:

This policy was previously reviewed on August 11, 2015. The policy is to be reviewed and approved by City Council regularly to ensure practices for selecting, deselecting, and maintaining library materials provides a quality collection that satisfies the diverse interests and needs of the community.

The policy and attached forms have been edited, revised, and reformatted to improve readability and clarity. The policy was updated to include digital content, consortium membership, and TexShare and Interlibrary Loan program participation. Revisions and updates were given to policy sections concerning purchase requests from patrons, gifts and donations, and the reconsideration of materials due to increased controversies involving library materials. Audio-visual materials collection was a separate policy that has been included to unify all selection processes and criteria. A bi-annual review is established to ensure the policy is continually examined and updated regularly.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Bonnie Pierson, Library Director recommends approval of Resolution No. R-2023-15 of the City Council of the City of Bastrop, Texas, approving the City of Bastrop Public Library Collection Development Policy, attached as Exhibit A; providing for bi-annual review; and establishing an effective date.

ATTACHMENTS:

- Resolution R-2023-15
- Bastrop Public Library Collection Development Policy

RESOLUTION NO. R-2023-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, TO APPROVE THE CITY OF BASTROP PUBLIC LIBRARY COLLECTION DEVELOPMENT POLICY, ATTACHED AS EXHIBIT A; PROVIDING FOR BI-ANNUAL REVIEW; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City Council of the City of Bastrop, Texas previously reviewed the Circulation Policy on August 11, 2015; and

WHEREAS, The Collection Development Policy is to be reviewed and approved by the City Council of Bastrop, Texas regularly to provide equal access of service and ensure quality of service; and

WHEREAS, The Collection Development Policy has been edited, revised, and reformatted to improve readability and clarity; and

WHEREAS, The City of Bastrop Public Library Collection Development Policy establishes a bi-annual review to ensure the policy is continually examined for changes and updated regularly.

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

Section 1: The City Council of the City of Bastrop approves the Bastrop Public Library Collection Development Policy as attached as Exhibit A.

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

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 14th day of February 2023.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



Collection Development Policy

Emphasize enjoyment, discovery, and exploration; build community through stories; commit to expanding the depth and diversity of material

Purpose of the Collection Development Policy

The library's collection development policy is intended for use by the library staff, library advisory board, governing officials, and community members. It provides information about the library and community, the scope of the collection, the library's goals for providing books and materials, and specific practices for selecting, deselecting, and maintaining books and other library materials.

Library Collection Goals

- Provide a high-quality collection of materials that meets the life-long learning needs of our community.
- Develop a popular materials collection in multiple formats that emphasize enjoyment, discovery, and exploration.
- Develop a collection of historical and genealogical materials that celebrates the rich heritage of Bastrop and Central Texas.
- Provide a broad and diverse collection of materials.

Principles and Objectives

- Bastrop Public Library selects materials for general informational purposes and recreational reading for all ages.
- The purpose of Bastrop Public Library is to provide all library users with carefully selected materials and to assist individuals in the pursuit of educational and recreational information. The library collection, as a whole, will be an unbiased and diverse source of information, representing multiple viewpoints on a wide range of topics. Materials are selected to best meet these objectives.
- The library neither encourages nor discourages any particular viewpoint. No material will be excluded because of the race, nationality, religion, gender, sexual orientation, and political or social views of the author. Selection of materials by the library does not mean endorsement of the contents or views expressed in those materials.
- The freedom to read, along with the freedom to hear and to view, is protected by the First Amendment to the Constitution of the United States. To this end, the Bastrop Public Library upholds the principles of the American Library Association's [Bill of Rights](#), [Freedom to Read](#), [Freedom to View](#), [Statement on Labeling](#), [Free Access to Libraries for Minors](#), and the Texas Library Association's [Intellectual Freedom Statement](#).
- The library realizes that some materials are controversial and that any given item may offend some customers. While the library staff is available to assist individuals and groups to select materials, the ultimate responsibility for the choice of materials lies with the patron.
- The library staff does not serve *in loco parentis*. It is the responsibility of the parent or legal guardian to supervise and monitor the material choices of their child.

Selection Process

Ultimate responsibility for material selection rests with the library director. All staff members may participate in the selection of library materials.

Library staff take its role as a steward of public funds seriously and is mindful of applying those budgeted funds to the greatest benefit of the community.

Primary considerations for materials selection include but are not limited to:

- Individual merit of the item
- Popular demand and/or patron request
- Library need for the material
- Budget limitations
- Authority of author and/or publisher
- Local significance
- Regional/national awards

An item need not meet all of these criteria to be considered.

Selection Tools

Library staff will consult professional review sources, such as but not limited to *Booklist*, *Library Journal*, *School Library Journal*, and *Kirkus*, when selecting new materials for the collection.

Staff will judge materials on the basis of the content and style of the work as a whole, not by selected or random passages or scenes.

Selection Criteria

The library's collection includes informational, educational, and recreational library materials for children, teens, and adults in both English and Spanish. It contains a wide variety of formats, including print, audio-visual, and electronic. Dependent on user demand, budget constraints, space considerations, and suitability, new formats may be periodically added to the collection. Older formats will be phased out as user demand declines.

In general, the library's policy is to purchase materials that best satisfy the diverse interests and needs of the community within budget limitations.

General selection criteria include:

- Purpose and scope of the resource
- Intended audience
- Accuracy
- Depth and breadth of coverage
- Currency and timeliness of the material, if applicable
- Format, including style, aesthetic qualities, technical aspects, physical characteristics, and special features
- Comparison to other resources available for purchase or already in the collection

A/V Materials

When selecting audio-visual material, the following factors are taken into consideration in addition to the aforementioned selection criteria:

- Vulnerability to damage and/or theft
- Types of equipment customers are likely to own
- Types of materials available for purchase
- Produced by a respected production or distribution company or be of local interest
- Films and documentaries must have an MPAA rating no greater than R
- Mass-market releases or educational programs without formal rating may be considered on the aforementioned selection criteria

Digital Content

In order to meet the information needs of the community in a variety of formats and environments, library staff will select digital content that may include, but are not limited to:

- eBooks
- eAudiobooks
- Digital magazines
- Database resources
- Other digital materials

Websites and other internet resources will be selected based on the aforementioned criteria.

Consortium Membership

The library may belong to a consortium in order to better provide a variety of sources and content to patrons in line with good stewardship of public funds.

Bastrop Public Library is only responsible for items purchased with City of Bastrop funds. Each library in the consortium follows its own governing body-approved collection development policy to determine what titles to add or delete from the consortium.

Texana and Local History

The library selectively collects Texana and local history and genealogical materials based on availability and relevance to the community. Self-published titles relevant to local history may be considered for the collection.

Many local history and genealogical materials are one-of-a-kind and cannot be replaced; therefore, they are only available for use in the library.

Limits of the Collection

In consideration of user demand, appropriateness for the collection, budget, space constraints, and other information sources available, the following types of materials will not be collected or maintained in the library:

- Textbooks and curriculum materials
- Technical manuals
- Scholarly or professional journals
- Subjects for which there are limited demand and/or are easily obtainable through interlibrary loan
- Self-published materials without professional reviews or local historical significance

Public Requests

A patron may request that a particular item be purchased. Items will be purchased at the Selector's discretion if they meet the guidelines of the Collection Development Policy and funds are available. A Purchase Request Form is available upon request. A patron may request up to three titles per month.

TexShare and Interlibrary Loan

Bastrop Public Library is unable to purchase all materials that are of interest to our community.

The library participates in the TexShare card program to allow members to have direct access to materials available at other TexShare member public and academic libraries.

The library participates in the interlibrary loan program in an effort to obtain requested materials that are not in the collection. In return, other libraries may request materials from the Bastrop Public Library collection.

Gifts and Donations

All gifts or donations become the property of Bastrop Public Library, a department of the City of Bastrop. The library accepts monetary donations and gifts or donations of books and other materials.

Donations with stipulations or restrictions will not be accepted. Donations and gifts are subjected to the same principles and collection criteria as new materials purchased by the library.

The library will determine if materials will be incorporated into the existing collection. Materials not added to the collection may be used for programs or given to the Friends of the Library.

The library will not appraise the value of donated items. A donation receipt is available upon request.

Monetary donations provide an opportunity for citizens to honor and memorialize an individual, family, or group. The library welcomes general suggestions for the purchase of materials. Any items purchased must fall under the general criteria of the collection development policy. Appropriate bookplates will be added to materials in memory of or honoring individuals.

Once added to the collection, donated materials and materials purchased with grant or memorial funds are the property of Bastrop Public Library and are eligible for maintenance and withdrawal according to the same guidelines as all other materials.

Donated items withdrawn from the library will not be returned to the donor.

Collection Maintenance

Duplicates and Replacements

While library staff attempt to have copies of all standard and classic works, they cannot replace each copy that is damaged, lost, or withdrawn.

Basis for replacement includes but is not limited to:

- Demand for a specific item or subject

- Existing coverage of that item or subject in the collection
- Availability and cost of a replacement

Wide demand for timely and significant materials may require duplication. Demand for individual titles is monitored and additional copies are purchased to meet that demand.

Deselection

To maintain an up-to-date, attractive, and useful collection, a continuous schedule of withdrawal and replacement is required.

The CREW Method: Expanded Guidelines for Collection Evaluation and Weeding for Small and Medium-Sized Libraries is used for the weeding process. This method is the established best practice set forth by Texas State Library and Archives Commission.

Donated materials and materials purchased with grant or memorial funds are eligible for maintenance and withdrawal according to the same guidelines as all other materials.

When materials are selected for withdrawal, at least two staff members will determine if CREW was followed and that the integrity of the collection has been maintained.

The Friends of the Library will be allowed to sell discarded or withdrawn materials, and proceeds of such sales will be used to support the library's mission and programs or to enhance the library's collections.

Reconsideration of Library Materials

The Bastrop Public Library is aware that some materials, displays, programs, artwork, or digital resources are controversial and may offend certain patrons. Individuals or groups have the right to make a complaint about library resources. The library welcomes expressions of opinion by patrons but will be governed by the Collection Development Policy in making additions to or deleting items from the collection, program schedule, or display in the library.

Bastrop County residents with objections to materials, displays, programs, artwork, or digital resources should be brought to the attention of the library director and presented in writing using the Request for Reconsideration form, which can be found in the index of the policy. Requests for Reconsideration will be reviewed in the order they are received. Additionally, in order to maintain the level of service all library patrons deserve, staff will review up to three Requests for Reconsideration per month.

Upon receipt of a formal written request, the director will ask for background information and confer with the library staff in an attempt to resolve the reconsideration.

In the event that the person(s) who initiated the request is not satisfied with the decision of the Director, the Director will form a reconsideration committee of library board members and staff to review and present the reconsideration to the Library Board.

The Board will determine whether the request for reconsideration has been handled in accordance with stated policies and procedures of Bastrop Public Library, will review the provided background information, will review the position of the patron, will also review the decision of the Director, and will consider the best interests of the community as a whole. Based

on the information presented, the Board may vote to uphold or override the decision of the Director.

Reconsideration decisions will stand for two years from the final review date.

Reevaluation of Collection Development Policy

The Bastrop Public Library Collection Development Policy is reviewed every two years so that it adequately reflects changes in the library's goals and community's needs. The staff may bring forward issues and recommendations for the Director's consideration as part of the amendment process for the policy.

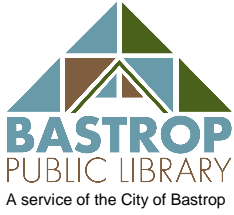
Appendix

- American Library Association's [Bill of Rights](#)
- American Library Association's [Freedom to Read Statement](#)
- American Library Association's [Freedom to View Statement](#)
- American Library Association's [Statement on Labeling](#)
- American Library Association's statement on [Free Access to Libraries for Minors](#)
- Texas Library Association's [Intellectual Freedom Statement](#)
- Purchase Request Form: page 7
- Memorial & Donations Form: page 8
- Request for Reconsideration Form: pages 9-10

Legal review: July 18, 2022

Library Board approved: September 12, 2022

City Council approved: _____



Purchase Request Form

In general, only items published within the last two years will be considered for purchase. All library materials are selected in accordance with the library's collection development policy. A copy of the policy is available upon request.

Your name: _____ Library card #: _____

Phone: _____ Email: _____

Date of request: _____

Children's item

YA item

Adult item

ebook (on Libby/OverDrive)

eaudiobook (on Libby/OverDrive)

Title: _____

Author: _____ Year published: _____

How did you hear about this title?

Staff use only.

Selector: _____ When patron was contacted: _____

Will order Will not order

Phone

Email

In person

Not available

Already ordered; please put on reserve list

Notes about conversation:

Notes:

Order list: _____



Memorials & Donations Form

Bastrop Public Library
P.O. Box 670, Bastrop, TX 78602

Donor's name and address:

- Memorial Honorarium Presentation Monetary

To be given in the name of:

Acknowledgment card sent to:

Special designation or request (such as Texana, children's, gardening, etc.) OPTIONAL

For Staff Use Only

Date acknowledgement sent to donor: _____

Date acknowledgement sent to family: _____

Amount: _____ Check Cash

Special designation: _____

Date ordered: _____ Date received: _____

Title: _____ Barcode: _____



Request for Reconsideration Form

This form may be filled out by Bastrop County residents according to the library's Collection Development Policy.

Name: _____ Date: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Email: _____

Do you have an active Bastrop Public Library card? Yes _____ No _____

Do you represent yourself? _____ Or an organization? _____

Name of organization: _____

Title to be Reconsidered: _____

Author:

—

Call # of item:

Format of item:

- Book ebook Movie Audiobook Magazine
 Newspaper Digital resource Program Display Artwork

Please answer the following questions.

1. What do you find objectionable and/or offensive about this item, program, display, digital resource, or artwork?

2. Please list the specific page number(s), URL, promotional material, or other evidence of what you find objectionable or offensive.

3. Have you read/listened to/viewed/attended the item in its entirety? If not, what have you read/listened to/viewed/attended?

4. Have you read any critical reviews of this item? Please include the source.

5. For collection items, do you recommend that the library reclassify this item or remove it from the collection? For artwork or other displays, do you recommend that the library move it to another location in the library? For programs, do you recommend that the library present the program to another age group?



STAFF REPORT

MEETING DATE: February 14, 2023

TITLE:

Consider action to approve Resolution No. R-2023-21 of the City Council of the City of Bastrop, Texas, approving a professional engineering services contract with Freese and Nichols, Inc. (FNI) for the Wastewater Treatment Plant (WWTP) # 3 – Phase II (expansion) for a not to exceed amount of Three Hundred Seventy-One Thousand, One Hundred Eighteen Dollars (\$371,118.00); authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Fabiola de Carvalho, AMP MIAM, Director of Engineering and Capital Project Management.

BACKGROUND/HISTORY:

The City of Bastrop City Council authorized the design and construction of the new Wastewater Treatment Plant #3 in 2018 and 2020, respectively.

The new Wastewater Treatment Plant #3, with a permitted average daily discharge of 2 Million Gallons Per Day, is currently in construction.

Chapter 217 of the Texas Administrative code requires the design for a new wastewater treatment plant to begin when the existing plant reaches 75% of capacity and construction of a new plant to begin at 90% of existing plant capacity. Currently the existing wastewater treatment plants are at 68% of plant capacity and have reached 90% of plant capacity in 2021. Based upon the review of the plant's current wastewater flows, projected growth within the City of Bastrop, and within the CCN of the City's Wastewater System, it is anticipated that WWTP #3 could exceed the 75% regulatory design threshold by 2024.

On July 22 and 29 of 2022, the City published a Request for Qualifications for Professional Engineering Services for the WWTP# 3 Phase II (expansion). The City received five Statements of Qualifications from various consultants. After evaluating the qualifications and conducting interviews, the City selected Freese & Nichols, Inc. (FNI), as the most qualified firm for this project. City started negotiations with FNI shortly after selection and were finalized in January of 2023.

As the Engineer, selected for this project, FNI has recommended the City to undertake a Preliminary Engineering Study to better define and evaluate anticipated wastewater characteristics; various treatment processes; potential reuse opportunities; and the likely near term and potential long term Texas Pollutant Discharge Elimination System (TPDES) permit limits. Based on the recommendations of the study, FNI will develop and evaluate alternatives for expansion of the WWTP#3 to achieve as many of the CITY's goals and objectives as possible. At the conclusion of this Preliminary Engineering Study, and upon request by the CITY, FNI will

develop a proposed Scope of Services for the Design Phase Engineering Services. If the CITY decides to construct Phase II with a capacity greater than 2 MGD, preparation of a TPDES Major Permit Amendment application will be required. Development of estimated wastewater flows from within the current CCN and serviceable areas outside the CCN will be developed as part of Wastewater Master Plan project and will be utilized for this project.

The City is currently negotiating the Scope of Services for the Wastewater Master Plan project and once finalized, the Engineering and Capital Project Management Department will request your consideration and authorization of that contract.

This study is part of City's commitment to serve near and long-term growth and demand for City's wastewater services.

The Notice to Proceed will be provided in February 2023, and the study is expected to be completed in July 2023.

FISCAL IMPACT:

FY23 Annual Budget

- Certificate of Obligation (CO), Series 2021

RECOMMENDATION:

Consider action to approve Resolution No. R-2023-21 of the City Council of the City of Bastrop, Texas, approving a professional engineering services contract with Freese and Nichols, Inc. (FNI) for the Wastewater Treatment Plant (WWTP) # 3 – Phase II (expansion) for a not to exceed amount of Three Hundred Seventy-One Thousand, One Hundred Eighteen Dollars (\$371,118.00); authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Exhibit A: Resolution No. R-2023-21
- Exhibit B: Professional Services Contract between the City of Bastrop and Freese and Nichols, Inc.

RESOLUTION NO. R-2023-21

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING A PROFESSIONAL ENGINEERING SERVICES CONTRACT WITH FREESE AND NICHOLS, INC. FOR A NOT-TO-EXCEED AMOUNT OF THREE HUNDRED SEVENTY-ONE THOUSAND, ONE HUNDRED EIGHTEEN DOLLARS (\$371,118.00) FOR THE WASTEWATER TREATMENT PLANT #3 PHASE II (EXPANSION); AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

WHEREAS, The City of Bastrop is interested in conducting a preliminary engineering study to better define and evaluate anticipated wastewater flow characteristics; various treatment processes; potential reuse opportunities; and the likely near term and potential long term Texas Pollutant Discharge Elimination System (TPDES) permit limits; and

WHEREAS, The City Council has the vision to improve Bastrop’s Community Safety by expanding the treatment capacity of Wastewater Treatment Plant No. 3; and

WHEREAS, The City of Bastrop has chosen Freese and Nichols, Inc. (FNI) from a selection of qualified consulting firms identified during the Request for Qualifications process published on July, 2022.

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

Section 1: That the City Manager is hereby authorized to execute the professional engineering services contract with FNI for the WWTP #3 Phase II (expansion) - Preliminary Engineering Study for a not to exceed amount of \$371,118.00.

Section 2: That the City Council of the City of Bastrop has found FNI to be a subject matter expert in the engineering field of Wastewater Treatment Plant evaluations and designs.

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 14th day of February 2023.

APPROVED

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

CITY OF BASTROP
STANDARD CONTRACT FOR GENERAL SERVICES
Over \$50K
(8-16-2021)

This General Services Contract (“Contract”) is entered by and between the **City of Bastrop**, a Texas Home-Rule Municipal Corporation (the “City”), and Freese and Nichols, Inc., (the “Engineer/Contractor”), and together with the City jointly referred to as the “Parties,” for the following work described on the Scope of Services, Exhibit A-2, attached and incorporated herein to this Contract (the “Work” or “Project” or “Wastewater Treatment Plant 3 Expansion Phase 2”).

I. General Information and Terms.

Engineer’s/Contractor’s Name and Address:	Freese and Nichols, Inc. 10431 Morado Circle, Ste. 300 Austin, TX 78759 Attn: Kendall King
General Description of Services:	Preliminary Design for Wastewater Treatment Plant 3 Expansion
Maximum Contract Amount:	\$371,118.00
Effective Date:	On the latest of the dates signed by both parties.
Termination Date:	See II.D.

Contract Parts: This Contract consists of the following parts:

- I. General Information and Terms
- II. Standard Contractual Provisions
- III. Additional Terms or Conditions
- IV. Additional Contract Documents
- V. Signatures

II. Standard Contractual Provisions.

A. Contractor’s Services. The Contractor will provide to the City the professional engineering services (“Services”) described in the Scope of Services, Exhibit A-2 attached and incorporated herein to this Contract under the terms and conditions of this Contract.

B. Billing and Payment. The Contractor will bill the City for the Services provided at intervals of at least 30 days of receipt of Contractor’s invoices, except for the final billing. The City will pay the Contractor within 30 days of receipt of Contractor’s invoices for the Services provided for

CITY OF BASTROP, GENERAL SERVICES CONTRACT/Page 1

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.

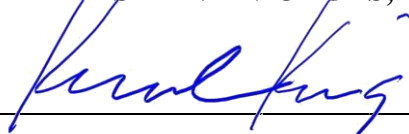
IV. Additional Contract Documents. The following documents attached to this Contract are part of this Contract:

- 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.

FREESE AND NICHOLS, INC.

CITY OF BASTROP

By: 

By: _____

Printed Name: Kendall King, PE

Printed Name: _____

Title: Vice President

Title: _____

Date: January 30, 2023

Date: _____

EXHIBIT A-1

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

(See Attached)

CERTIFICATE OF INTERESTED PARTIES

FORM 11

Item 9B.

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Freese and Nichols, Inc.
Houston, TX United States

Certificate Number:
2023-977815

Date Filed:
01/31/2023

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

Date Acknowledged:

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.
WWT Plant #3, Phase II
Professional Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Pence, Bob	Fort Worth, TX United States	X	
	Coltharp, Brian	Fort Worth, TX United States	X	
	Greer, Alan	Fort Worth, TX United States	X	
	Archer, Charles	Raleigh, NC United States	X	
	Payne, Jeff	Fort Worth, TX United States	X	
	Wolfhope, John	Austin, TX United States	X	
	Johnson, Kevin	Fort Worth, TX United States	X	
	Reedy, Mike	Houston, TX United States	X	
	Hatley, Tricia	Oklahoma City, OK United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Maria Aguilar, and my date of birth is August 10, 1989.

My address is 10497 Town and Country Way, Suite 600, Houston, TX, 77024, US.
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of Texas, on the 31 day of January, 2023.
(month) (year)

Maria Aguilar
Signature of authorized agent of contracting business entity
(Declarant)

EXHIBIT A-2

Scope of Services **dated January 19, 2023**

(see attached)

SCOPE OF SERVICES
WASTEWATER TREATMENT PLANT 3 PHASE II
January 19, 2023

PROJECT UNDERSTANDING

The CITY of Bastrop (CITY) owns and operates three (3) wastewater treatment plants (WWTP). Plants 1 and 2 are on the same site and have historically served the CITY's wastewater treatment needs. They are package type plants, one carbon steel, the other concrete, and both are beyond their useful service lives. The CITY is nearing completion of construction of Phase 1 of Plant 3 on a different site. The initial capacity of Plant 3, 2MGD, may be insufficient to treat all wastewater flow currently generated within the CITY's service area. Existing Plants 1 and 2 may continue to operate until the capacity of Plant 3 is increased and additional conveyance improvements are constructed between existing Plants 1 and 2 to Plant 3, which is part of the Transfer Lift Station and Force Main project, currently in design by others, at which time all flow is planned to be diverted to Plant 3 and existing Plants 1 and 2 could be decommissioned.

Upon completion of Phase 1 of Plant 3, the TPDES discharge permit will be in the interim phase which allows for discharge of annual average daily flow (AADF) up to 2.0 million gallons per day (MGD), and a peak 2-hour flow (Q2H) of 3,680 gpm (5.3 MGD). The TPDES discharge permit has a final phase which allows discharge of up to 4.0 MGD AADF and Q2H of 7,361 gpm (10.6 MGD). The key effluent characteristic limits (daily average concentration) for both phases of the permit are as follows:

<u>Effluent Characteristic</u>	<u>Daily Average (mg/L)</u>
Carbonaceous Five-Day Biochemical Oxygen Demand (cBOD ₅)	10
Total Suspended Solids (TSS)	15
Ammonia nitrogen (NH ₃ -N)	2

Phase 1 of the Plant 3 construction was a greenfield project that consisted of the following:

- Administration and laboratory building
- Main Electrical Building
- Antenna Tower
- Influent lift station (3 submersible pumps)
- Headworks (micro strainer screen, vortex grit removal)
- Carousel style aeration basin (1) with two (2) 200HP mixer/aerators
- Final clarifiers (2), 57 feet diameter, 14 feet SWD with tapering spiral scraper collectors
- Serpentine chlorine contact basins (2)
- Chlorine feed system (1 Ton cylinders), and emergency scrubber
- Sodium bisulfite dechlorination (bulk storage tanks)
- Cascade reaeration
- RAS/WAS pumping (horizontal non-clog centrifugal pumps)
- Scum pumping (submersible)
- Aerobic digesters (2), 52 feet diameter, 12 feet SWD with aluminum geodesic dome covers
- Belt filter press, 2 meter
- Carbon column odor control system
- Perimeter fencing and gates

The CITY desires to expand Plant 3 to provide additional capacity to serve near to medium term development. While the TPDES permit final phase is 4 MGD AADF, the CITY may consider a different expansion increment based on the anticipated build-out capacity of Plant 3 to optimize future expansion increments and therefore the capacity of the Phase 2 expansion is yet to be determined. If the CITY elects to build Phase 2 at a capacity greater than 4 MGD AADF, the TPDES discharge permit will need to be modified.

The design of Phase 1 anticipated that the 2 MGD liquids treatment process (Carousel aeration/final clarifiers/chlorine contact) would simply be replicated to expand the facility to 4 MGD and beyond. However, there are issues that may drive the CITY to consider other options, as follows:

- The CITY has a strong desire to reclaim treated effluent for beneficial reuse, either as non-potable irrigation water (Type II), or potentially progressing to Type I or even indirect or direct potable reuse to help improve the CITY's water supply security.
- It is highly likely that future TPDES discharge limits will include nutrient limits which will require an intensification of the treatment process. Trends in the Colorado River Watershed suggest that a limit on Total Phosphorous is imminent, possibly as soon as the next permit cycle when the current permit expires in December 2024. Likewise, limits on Total Nitrogen are common in other parts of the US and are becoming more common in Texas.
- The CITY believes there may be a need/opportunity to serve future development outside its certificated service area (CCN) which would result in greater wastewater flows to Plant 3.
- Ease of expandability, operations, and hydraulic flow splitting

Freese and Nichols, Inc. (FNI) has recommended that the CITY undertake a Preliminary Engineering Study to better define anticipated wastewater characteristics; potential reuse opportunities; and the likely near term and potential medium term TPDES permit limits. Based on the conclusions of these evaluations, FNI will develop and evaluate alternatives for expansion of Plant 3 to achieve as many of the CITY's goals and objectives as possible. At the conclusion of this Preliminary Engineering Study, and upon request by the CITY, FNI will develop a proposed Scope of Services for the Design Phase Engineering Services and, if the CITY decides to construct Phase 2 with a capacity greater than 2 MGD, preparation of a TPDES Major Permit Amendment application. Development of estimated wastewater flows from within the current CCN and serviceable areas outside the CCN will be developed as part of Wastewater Master Plan and will be utilized for this project.

FNI's approach and Scope of Services for the Preliminary Engineering Study is presented in the following sections.

ARTICLE I

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

- A. PROJECT MANAGEMENT AND ADMINISTRATIVE DUTIES: Upon execution of this AGREEMENT and upon receiving a Notice to Proceed from the CITY, FNI will provide the project management services for each phase as follows:
1. Project Controls: FNI shall manage scope, time, cost, quality, staff resources, communications, risk and procurements as necessary.
 2. Communication: Consult with the CITY throughout the project to see that the scope of services is being met and verify the CITY'S requirements for the project are met satisfactorily.

3. Coordination Meetings: Attend up to five (5) regularly scheduled coordination meetings during the Preliminary Engineering Study Phase. It is anticipated these coordination meetings will be conducted virtually.
 4. Invoicing: FNI will prepare and submit monthly invoices to the CITY.
 5. Monthly Status Reports: FNI will prepare and submit monthly status reports to the CITY with FNI's monthly invoice. Monthly status reports will comprise a one to two-page summary of the progress to date on the Project, work completed during the prior month, work anticipated to be completed during the upcoming month, and discussion of any scope, schedule, or budget issues that may need to be resolved.
 6. Project Schedule: FNI will maintain and update the project schedule.
 7. Quality Assurance / Quality Control: FNI will develop and implement a QA/QC plan for the work.
- B. DEVELOP BASIS OF DESIGN: FNI shall provide professional services in this phase as follows:
1. Project Kick-off Meeting
 - a. Conduct Project Kick-off Meeting with CITY (in person): Conduct a Project Kick-off Meeting to (1) review the scope of services, (2) establish communications protocol, (3) review project schedule, (4) present and discuss a Data Request for available information relevant to the Preliminary Engineering Study.
 - b. Deliverables: Meeting minutes; communications protocol; schedule; Data Request;
 2. Wastewater Characterization
 - a. Data Collection and Review: Compile historical information from the CITY including influent wastewater characterization analyses, and wastewater characterization data used for design for Phase 1.
 - b. Recommend Additional Wastewater Characterization: If the historical wastewater characterization data set does not include data required for development of a process model including Biological Nutrient Removal (BNR) (or is otherwise incomplete), FNI will develop a sampling plan to collect and analyze influent wastewater on which to base the initial process modeling. Sample collection shall be by CITY. Wastewater laboratory analyses shall be paid by CITY.
 - c. Analyze Wastewater Characterization Data: Tabulate and analyze wastewater analysis data to establish criteria to be used in the Preliminary Engineering Study process evaluations.
 3. Receiving Stream Permitting Assessment
 - a. Review the existing TPDES discharge permit application for Plant 3.
 - b. Review TPDES discharge permits for other WWTPs on the Colorado River upstream and downstream of Plant 3 and tributaries upstream of Plant 3.
 - c. Meet with TCEQ Water Quality staff to discuss anticipated future regulatory changes and permitting trends that could impact the permit for Plant 3.

- d. Establish the design discharge limit set for use in subsequent WWTP evaluation tasks.
- e. Deliverable: Technical Memorandum #2 summarizing the findings of the Permit Assessment and the recommended discharge limit set for design of Phase 2.

4. Establish Design Basis

- a. Conduct a Design Basis Meeting (combined with regular coordination meeting): Facilitate a meeting with CITY Stakeholders to review the data developed in the preceding activities and agree on the Basis of Design for subsequent Process Alternatives Evaluation.
- b. Deliverables: Technical Memorandum #3 documenting the Basis of Design.

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C. HIGH LEVEL REUSE ASSESSMENT: FNI shall provide professional services in this phase as follows:

- 1. Reuse Overview Meeting (in person): Conduct a Reuse Overview meeting to help CITY Stakeholders gain an understanding of the levels of reclaimed water use (non-potable, indirect potable, and direct potable), TCEQ regulatory framework and permitting requirements, treatment requirements, and conceptual level implementation timelines. To the extent possible, the meeting will include a discussion of potential near term and longer term reuse opportunities to be considered in the High Level Reuse Assessment.
- 2. High Level Reuse Assessment: Perform an abbreviated, High Level Reuse Assessment to outline the implementation approach, permitting considerations, treatment considerations and likely timeframes for up to three (3) reuse options identified in Reuse Overview Meeting. It should be understood that this High Level Assessment does not negate the need for or replace a detailed Reuse Master Plan, but is intended to support the process alternative evaluations in terms of process selection, space planning, etc.
- 3. Deliverable: Technical Memorandum #4 documenting the approach and conclusions of the Reuse Assessment.

D. PROCESS ALTERNATIVES EVALUATION: FNI shall provide professional services in this phase as follows:

- 1. Phase 1 Process and Hydraulic Assessment: Review the Preliminary Design Report and Construction Documents for Phase 1 and develop process and hydraulic calculations/models to determine the treatment, hydraulic, and solids management capacity of the Phase 1 facilities based on the updated design basis.
- 2. Phase 1 Site Visit: Conduct one (1) site visit by the engineering team to Plant 3 for assessment of existing facilities and to support the evaluation of alternatives for expansion of the facility.
- 3. Develop and Analyze Process Alternatives:
 - a. Identify Liquids Process Alternatives: Identify up to three (3) process alternatives for expansion of Plant 3 in multiple phases up to the build-out capacity. One alternative shall be the base case of continued use the Carousel style process constructed in Phase 1. Other alternatives will be considered based on their suitability to meet current and anticipated discharge permit limits, capability to progress toward long term reuse goals, and to facilitate future expansions. For the other alternatives, FNI will endeavor to develop process

alternatives that utilize the Phase 1 facilities to the greatest extent possible while planning for the ultimate build-out of Plant 3.

- b. Identify Solids Management Strategy: Identify up to three (3) alternatives for long-term management of process biosolids from Plant 3. Consider impact of future regulations, solids production, and beneficial uses.
 - c. Process Models: Develop process models using BioWin process model for the alternatives to the extent necessary to size major unit processes, predict effluent quality, oxygen requirements, chemical addition, power requirements, residuals generation rates, etc. to support the evaluation.
 - d. Structural Design Evaluation: Review existing geotechnical data and Phase 1 design concepts and document structural design philosophy and additional geotechnical needs for final design.
 - e. Electrical Design and Instrumentation and Controls (E/I&C) Evaluation: Review Phase 1 design concept for electrical power distribution and reliability and develop concept for design of electrical distribution system in Phase 2 Project.
 - f. Conceptual Level Site Plans: Develop conceptual level site plans for the process alternatives to support the evaluation.
 - g. Planning Level Cost Estimates: Develop conceptual level capital and operating cost estimates for the alternatives to support the evaluation (AACE Class 3).
 - h. Evaluate Process Alternatives: Develop an evaluation matrix for the process alternatives to clearly allow the various alternatives to be compared to the base case and to each of the other alternatives. Obtain consensus from CITY on evaluation criteria and weighting prior to performing evaluation of each alternative.
 - i. Process Review Workshop (in person): Facilitate a Process Review Workshop with CITY Stakeholders to present the results of the process alternative evaluation and solids management strategy. FNI subject matter experts will be in attendance to answer questions about the various processes and assist the CITY to make a final decision about the process to employ for the Phase 2 expansion.
 - j. Technology Review/SCADA Workshop (in person): Facilitate a workshop with CITY Stakeholders to review the equipment options for the selected process alternative. FNI subject matter experts will be in attendance to answer questions about the options for the process equipment and assist the CITY to make final decisions about the equipment to employ for the Phase 2 expansion.
 - k. Deliverable: Technical Memorandum #5 documenting the process alternative evaluation, input from CITY Stakeholders at the Technology Review Workshop, and the final process and equipment selections.
- E. PRELIMINARY DESIGN SUMMARY DOCUMENT: FNI shall provide professional services in this phase as follows:

1. Preliminary Design Summary Document: Prepare a Preliminary Design Summary Document that includes the following:
 - a. Compilation of previous TMs.
 - b. Addenda to TMs that may be required based on information or decisions made after finalization of the original TM.
 - c. Cover Memo with Executive Summary.
 - d. Conceptual Level Design Drawings:
 - i. Process Flow Diagram (PFD)
 - ii. Conceptual Level Site Plan
 - iii. Conceptual Level Yard Piping Plan
 - e. 20% OPCC (AACE Class 3)
2. Deliverables:
 - a. Preliminary Design Summary Document : One (1) electronic copy of Draft PDR with conceptual design drawings and 20% OPCC as appendices.
3. City Council Briefing: FNI prepare and present a detailed briefing for City Council to explain the technical approach, alternative evaluation process, and recommendations for the Phase 2 expansion.

ARTICLE II

SPECIAL SERVICES: When requested by the CITY, FNI shall render the following professional services, which are not included in the Basic Services described above, in connection with the development of the Project:

- A. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.

ARTICLE III

ADDITIONAL SERVICES: Any services performed by FNI that are not included in the Basic Services or Special Services described above are Additional Services. Additional Services to be performed by FNI, if authorized by CITY, are described as follows:

- A. Design, Bid, Construction or Post Construction/Startup Phase Services.
- B. New geotechnical evaluations and topographical survey services.
- C. Field layouts or the furnishing of construction line and grade surveys.
- D. GIS mapping services or assistance with these services.
- E. Making property, boundary and right-of-way surveys, preparation of easement and deed descriptions, including title search and examination of deed records.
- F. Providing services to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by CITY.
- G. Providing renderings, model, and mock-ups requested by the CITY.
- H. Revising drawings, specifications or other documents when such revisions are 1) not consistent with approvals or instructions previously given by CITY or 2) due to other causes not solely within the control of FNI.
- I. Conducting pilot plant studies or tests.
- J. Assisting CITY in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- K. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance and other assistance required to address environmental issues.
- L. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.

ARTICLE IV

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in **150 days from Notice to Proceed**.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Client or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc.

ARTICLE V

RESPONSIBILITIES OF CLIENT: Client shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to FNI's services for the Project.
- B. Provide all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Client will require to be included in the drawings and specifications.
- C. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- D. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- E. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as Client deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay, or cause rework in, the services of FNI.
- F. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as Client may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as Client may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as Client may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
- G. Give prompt written notice to FNI whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.

- H. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article III of this Agreement or other services as required.

Fee and Billing

The Engineer will perform the services identified in this Scope of Services on a Reimbursable/Hourly (Not-to-Exceed) basis in the amount of \$371,118.00 and in accordance with the Detailed Cost Breakdown table provided below.

ARTICLE VI

DESIGNATED REPRESENTATIVES: FNI and Client designate the following representatives:

Client's Designated Representative – Fabiola M. de Carvalho, AMP MIAM
Director of Engineering and Capital Project Management
1311 Chestnut Street, Bastrop, TX 78602
(512) 332-8874
fdecarvalho@cityofbastrop.org

FNI's Designated Representative – Kendall King, PE
Vice President/Principal
10431 Morado Circle, Ste. 300, Austin, TX 78759
(512) 381-1834
kendall.king@freese.com

**City of Bastrop
Wastewater Treatment Plant #3, Phase 2 Expansion
Preliminary Engineering Study**

	21-Feb	28-Feb	7-Mar	14-Mar	21-Mar	28-Mar	4-Apr	11-Apr	18-Apr	25-Apr	2-May	9-May	#####	23-May	30-May	6-Jun	13-Jun	20-Jun	27-Jun	4-Jul	11-Jul	18-Jul	25-Jul
Develop Basis of Design																							
Kick-off Meeting and Alignment Exercise																							
Wastewater Flow Projections From WW Master Plan																							
Develop WW Flow Projections																							
Wastewater Characterization																							
Data Collection and Review																							
Additional WW Characterization Sampling Plan																							
Analyze WW Characterization Data																							
Data Collection by City																							
Receiving Stream Permitting Assessment																							
Review Existing TPDES Permit Application																							
Review Existing Permits on CR and Upstream Tribes																							
Meet with TCEQ WQ Staff																							
Establish Assumed TPDES Discharge Limit Set																							
Deliverable TM#2 - Permit Assessment																							
Establish Basis of Design																							
BOD Meeting with City																							
Deliverable - TM#3 - BOD Memorandum																							
High Level Reuse Assessment																							
Reuse Overview Meeting with City																							
Prepare High Level Reuse Assessment																							
Deliverable - TM#4 - Reuse Assessment																							
Process Alternatives Evaluation																							
Phase 1 Process Assessment - Review PDR, P&S and Estimate Process/Hyd Capacities																							
Phase 1 Site Visits (2)																							
Develop and Analyze Process Alternatives																							
Identify Process Alternatives (Exist + Up to 2 more)																							
Develop Basis Process Models																							
Develop Conceptual Level Site Plans																							
Develop Planning Level Cost Estimates																							
Evaluate Process Alternatives (Eval Matrix)																							
Process Review Workshop																							
Technology Workshop																							
Deliverable - TM#5 - Process Alternative Evaluation																							
Preliminary Study Summary Document																							
Deliverables - Final Pre Study Summary Doc																							
City Council Briefing																							

House Bill 89 Verification Form

Prohibition on Contracts with Companies Boycotting Israel

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

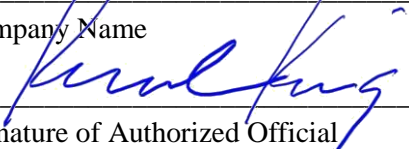
Pursuant to Section 2270.001, Texas Government Code:

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, (authorized official) Kendall King, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) does not boycott Israel currently; and
- 2) will not boycott Israel during the term of the contract; and
- 3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Freese and Nichols, Inc.
 Company Name


 Signature of Authorized Official

Vice President
 Title of Authorized Official

January 30, 2023
 Date

EXHIBIT B-1
REQUIREMENTS FOR GENERAL SERVICES CONTRACT

The Contractor shall comply with each and every condition contained herein. The Contractor shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the City, including any delay periods. If the Project is not finalized and the insurance expires, Contractor is obligated to extend the insurance coverage. Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Bastrop accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

- A. The City of Bastrop shall be named as an additional insured with respect to General Liability and Automobile Liability **on a separate endorsement**
- B. A waiver of subrogation in favor of The City of Bastrop shall be contained in the Workers Compensation and all liability policies and must be provided **on a separate endorsement.**
- C. All insurance policies shall be endorsed to the effect that The City of Bastrop will receive at least thirty (30) days' written notice prior to cancellation or non-renewal of the insurance.
- D. All insurance policies, which name The City of Bastrop as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
- E. **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
- F. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Bastrop of any material change in the insurance coverage.
- G. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
- H. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- I. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Bastrop.
- J. Insurance must be purchased from insurers having a minimum AmBest rating of B+.
- K. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2016/03) Coverage must be written on an occurrence form.
- L. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
- M. Upon request, Contractor shall furnish The City of Bastrop with certified copies of all insurance policies.
- N. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Bastrop within ten (10) business days after contract award and prior to starting any work by the successful contractor's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Bastrop, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Bastrop. The certificate of insurance and endorsements shall be sent to:

**City of Bastrop
Engineering and Capital Project Management Department
P. O. Box 427
1311 Chestnut Street
Bastrop, TX 78602**

INSURANCE REQUIREMENTS

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

Coverages Required & Limits (Figures Denote Minimums)

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

Commercial General Liability:

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

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

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

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

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

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

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

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

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

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

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

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

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

Other Insurance Required: _____

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



STAFF REPORT

MEETING DATE: February 14, 2023

TITLE:

Consider action to approve Resolution No. R-2023-20 of the City Council of the City of Bastrop, Texas, approving an Amendment #5 to the Task Authorization #2, of the original Professional Services Agreement with Freese and Nichols, Inc. (FNI) to provide materials testing services for the Simsboro Water Treatment Plant, Well Field, and Transmission Facilities project for a not to exceed amount of Two Hundred Fifteen Thousand, Seven Hundred Seventy-Five Dollars (\$215,775.00); authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

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

BACKGROUND/HISTORY:

On September 11, 2018, the City of Bastrop City Council authorized the approval of an engineering services agreement for the design and construction administration services for the Simsboro Aquifer Water Treatment Plant, Well Field and Transmission Facilities project with Freese and Nichols, Inc. (FNI).

The engineering services agreement executed, between the City and FNI, listed the construction materials testing services as a Supplemental Service that could be provided upon City's request. Usually, the materials testing services cost estimate from a certified laboratory are requested when the project is at 90%-100% design completion milestone. This is because it is difficult to estimate the quantity of materials testing services required when design has not been finalized. Because the project had not reached the final design milestone, various unknowns, and particularities of a project, the City elected to wait until the completion of the design phase to seek an amendment to the engineering services agreement for the construction materials testing services in order to provide a more accurate cost estimate number on the required materials testing services for the project.

This amendment includes coordination of an independent and certified materials testing laboratory for all the work associated with GMP2 & GMP3, such as, but not limited to, soil moisture and densities sampling and testing, concrete inspection, and testing, etc. to ensure the materials used, and verification of installation of these materials, are of the quality as required in the construction contract documents. The amendment that included the materials testing for the work associated with GMP1, was executed on December 15, 2022, in the amount of \$20,000.

As you are aware, the whole Simsboro Aquifer Water Treatment Plant, Well Field and Transmission Facilities project was split into different work packages within each GMP. GMP1 includes two work packages: the well drilling and the clearwell. The GMP2 includes four work packages: the water treatment plant equipment, the water treatment plant construction, electrical

and instrumentation, and the filter and chemical buildings. The GMP3 includes four work packages: the access roads, transmission line, force main and lift station, well field piping and final grading and paving. The reason to split the project into multiple bid packages was so that bid and construction of the parts of the project needed to be completed first can be started, while the design of the rest of the project components were being finalized.

The packages associated with GMP3 have a bid opening scheduled for February 23, 2023. The construction phase services amendment with Archer Western, the project's CMAR, for these packages will be presented by Engineering Staff to City Council, once again, for consideration and authorization of approval of these other packages at a later time.

Engineering and Capital Project Management and Public Works Departments are seeking your consideration and approval of this amendment so we can proceed with the construction of the Simsboro Water Treatment Plant, Well Field, and Transmission Facilities.

FISCAL IMPACT:

FY23 Annual Budget

- Certificate of Obligation (CO) Bond Series 2021

RECOMMENDATION:

Consider action to approve Resolution No. R-2023-20 of the City Council of the City of Bastrop, Texas, approving an Amendment #5 to the Task Authorization #2, of the original Professional Services Agreement with Freese and Nichols, Inc. (FNI) to provide materials testing services for the Simsboro Water Treatment Plant, Well Field, and Transmission Facilities project for a not to exceed amount of Two Hundred Fifteen Thousand, Seven Hundred Seventy-Five Dollars (\$215,775.00); authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Exhibit A: Resolution No. R-2023-20
- Exhibit B: Task Order #2, Amendment #5 for Construction Materials Testing with FNI

RESOLUTION NO. R-2023-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING AN AMENDMENT TO TASK AUTHORIZATION #2 OF THE PROFESSIONAL SERVICES AGREEMENT WITH FREESE AND NICHOLS, INC. (FNI) TO PROVIDE MATERIALS TESTING SERVICES FOR THE SIMSBORO WATER TREATMENT PLANT, WELL FIELD, AND TRANSMISSION FACILITIES PROJECT FOR A NOT TO EXCEED AMOUNT OF TWO HUNDRED FIFTEEN THOUSAND, SEVEN HUNDRED SEVENTY-FIVE DOLLARS (\$215,775.00); AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop City Council understands the importance to public safety providing quality water for its citizen; and

WHEREAS, the City of Bastrop has chosen Freese and Nichols, Inc. (FNI) from a list of qualified consulting firms to provide professional engineering services for the study, design and construction phase services of the Simsboro Aquifer Water Treatment Plant, Well Field and Transmission Facilities; and

WHEREAS, the City requested FNI to provide construction materials testing services provided by an independent and certified laboratory for the Simsboro Aquifer Water Treatment Plant, Well Field and Transmission Facilities project; and

WHEREAS, City of Bastrop City Council understands the importance of ensuring the materials used and its installation in the construction of the Simsboro Aquifer Water Treatment Plant, Well Field and Transmission Facilities project are of the quality as required in the construction contract documents.

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

Section 1. The City Council of the City of Bastrop, Texas has determined FNI to be a subject matter expert in the fields of water/wastewater, streets, drainage, construction management and inspection, etc.

Section 2. The City Manager is hereby authorized to execute an amendment to the Task Authorization #2 of the Professional Services Agreement with FNI to provide construction materials testing services in an amount not to exceed of Two Hundred Fifteen Thousand, Seven Hundred Seventy-Five Dollars (\$215,775.00), as well as all other necessary documents.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 14th day of February 2023.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



City of Bastrop
P.O. Box 427
Bastrop, TX 78602

FNI PROJECT NO. BAS18658
CLIENT CONTRACT REFERENCE
DATE: 1/30/2023

Project Name: Final Design, Bid Phase, and Construction Phase Services for Simsboro Aquifer Water Treatment Plant, Well Field, and Transmission Facilities

Description of Services: Task Authorization #2 (Final Design, Bid Phase and Construction Phase Services) included coordination of an independent Materials Testing Laboratory as a Basic Service in Construction Phase Services. The actual Construction Materials Testing services were identified as a Supplemental Service that could be provided upon request by the City. Amendment #3 to TA#2 added Construction Materials Testing services for the work packages included in the CM@Risk's GMP#1. This Amendment #5 to TA#2 adds Construction Materials Testing services as a supplemental service for all remaining work packages for the project. Materials Testing shall be performed by Rock Engineering and Testing Laboratory (RETL) as a Subconsultant to FNI.

Amended Deliverables: Materials testing schedule and materials testing reports, delivered as completed.

Amended Schedule: No Change in Schedule

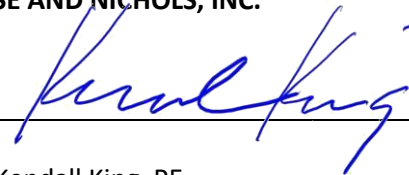
Compensation shall be amended as follows: Compensation for Materials Testing Services shall be on a Time and Materials basis (actual cost of materials testing as invoiced by RETL based on RETL's rate schedule attached to this Amendment #3, plus 5% FNI mark-up) up to a maximum amount of two hundred fifteen thousand seven hundred seventy five dollars (\$215.77500).

Current Contract Amount:	\$4,900,225.00
Amount of this Amendment:	\$215,775.00
Revised Total Amount Authorized:	\$5,116,000.00

The above described services shall proceed upon execution of this amendment. All other provisions, terms and conditions of the Professional Services Agreement which are not expressly amended shall remain in full force and effect.

FREESE AND NICHOLS, INC.

City of Bastrop

BY: 
Kendall King, PE
Print Name

BY: _____

Print Name

TITLE: Vice President

TITLE: _____

DATE: 1/30/2023

DATE: _____



- GEOTECHNICAL ENGINEERING
- CONSTRUCTION MATERIALS ENGINEERING & TESTING
- SOILS • ASPHALT • CONCRETE

November 16, 2022

Freese and Nichols, Inc.
10431 Morado Circle Building 5, Suite 300
Austin, Texas 78759

Attn: Brent Millar
brent.millar@freese.com

**SUBJECT: PROPOSAL - CONSTRUCTION MATERIALS ENGINEERING SERVICES
PROPOSED BASTROP WATER TREATMENT PLANT GMP#2
PHELAN ROAD
BASTROP, TEXAS
RETL PROPOSAL NO.: RCP080222CR2**

Dear Mr. Millar,

Introduction

Rock Engineering and Testing Laboratory, LLC (RETL) is pleased to submit this proposal to provide Construction Materials Inspection and Testing Services for GMP#2 (and subsequent GMP's to include all project site work excluding GMP#1) for the referenced project located in Bastrop, Texas. RETL proposes to provide qualified personnel to perform inspection and testing services, as requested by your designated representative, in general accordance with the project specifications and plans.

Background Information

RETL has reviewed the following project information for use in the preparation of this proposal:

- Project drawing package prepared by Freese and Nichols dated August 2022.
- Project Specifications dated August 2022.
- Phone conversation with Brent Millar on 9/27/2022 in regards to quantities for materials testing quote.

Project Understanding

Based on the referenced information, we understand that the proposed project will consist of the following:

- Construction of multiple building structures for the WTP.
- Construction of paved access roads and site roads.
- Construction of a Storm Water Detention Pond.
- Installation of site utilities.
- Construction of Transmission Pipeline, Force Main, and Well Field Gathering Pipelines.

ROCK ENGINEERING AND TESTING LABORATORY, LLC
7 Roundville Lane • Round Rock, Texas 78664
OFFICE: (512) 284-8022 • FAX: (512) 284-7764 • www.rocktesting.com

Scope of Services

RETL proposes that the scope of our services for this project consist of the following inspections and testing services. Our services will be provided for determination of the contractors work for compliance with the project plans and specifications.

- **Earthwork Inspection and Testing – as requested**
 - Verify undercut and removal of vegetation and loose debris has been achieved prior to preparing the subgrade.
 - Observe placement of select fill materials to bring the site to the Design Subgrade Elevations.
 - Field moisture content and density testing performed on subgrade soils, Select Fill soils, and soils placed as backfill.
 - Laboratory testing of soils to include
 - Atterberg Limit (ASTM or TxDot)
 - Sieve Analysis (ASTM or TxDot)
 - Percent Finer than No. 200 Sieve (ASTM or TxDot)
 - Moisture Density Relationship (ASTM or TxDot)

- **Concrete/Masonry Inspection and Testing – as requested**
 - Continuous/Periodic inspection of the placement of structural and non-structural concrete/masonry.
 - Inspection and testing performed by personnel certified as ACI Concrete Field Testing Technician, Grade 1.
 - Obtain representative samples of concrete (ASTM C172)
 - Measurement of slump (ASTM C143)
 - Determination of air content (ASTM C231)
 - Measurement of temperature (ASTM C1064)
 - Preparation of compressive strength test specimens (ASTM C31, C109, C1019) per drawings and specifications.
 - Laboratory compressive strength testing of concrete/masonry test specimens (ASTM C39)

- **Structural Steel Inspection – as requested**
 - AWS-CWI to inspect bolted and welded connections per drawings and specifications.

- **Engineering**
 - Review of material testing reports.



Unit Rates

The type of inspections and field and laboratory tests that may be required on this project and the associated unit fees are as follows:

• Atterberg Limits	\$ 70.00	each
• Moisture/Density Relationship	\$ 235.00	each
• Sieve Analysis	\$ 65.00	each
• Minus #200 Sieve	\$ 50.00	each
• Field Density Tests- Nuclear Method	\$ 25.00	each
• Concrete Test Specimens	\$ 25.00	each
• 2”X2”x2” Masonry Cubes	\$ 25.00	each
• 3”X3”X6” Masonry Grout Prisms	\$ 25.00	each
• Extraction/Gradation	\$ 210.00	each
• Maximum Theoretical SG	\$ 75.00	each
• Core Thickness/Density	\$ 65.00	each
• Concrete/Soils/HMAC Equipment	\$ 50.00	daily
• Engineering Technician	\$ 65.00	hour (con/mas)
• Sr. Engineering Technician	\$ 70.00	hour (soils/asphalt)
• AWS/CWI Inspector	\$ 125.00	hour
• Transportation Charge	\$ 125.00	each
• Project set-up	\$ 125.00	each
• Project Manager	\$ 105.00	hour
• Professional Engineer	\$ 195.00	hour

Hourly rates will be billed at a 3-hour minimum. Overtime will be charged at a rate of 1.5 times the hourly rate for any services provided on weekdays, before 8am and after 5pm and over 8 hours per day in addition to the testing fee. Weekend work to include Holidays will be billed at a 4-hour minimum in addition to the testing fee.

Projected Budget

Based on the information provided and our experience providing Construction Materials Inspection and Testing Services on the similar projects, RETL anticipates that the following quantities of testing may be required for this project:

• Atterberg Limits	4 (SG/GF/SF)
• Moisture/Density Relationship	4 (SG/GF/SF)
• Sieve Analysis	4 (SG/GF/SF)
• Minus #200 Sieve	4 (SG/GF)
• Field Density Test-Nuclear Method	405 tests
• Concrete Test Specimens	575 cylinders
• Masonry Cubes	9 cubes
• Masonry Grout Prisms	12 prisms
• Extraction/Gradation	2 tests
• Maximum Theoretical SG	2 tests
• Core Thickness/Density	6 cores



- Concrete/Soils/HMAC Equipment 376 days
- Engineering Technician 675 hours
- Sr. Engineering Technician 800 hours
- AWS/CWI Inspector 20 hours
- Transportation Charge 381 trips
- Project set-up 1 each
- Project Manager 16 hours
- Professional Engineer 6 hours

Estimated Budget

Using the applicable unit rates and the quantities listed in this proposal, an amount of \$199,315.00 is calculated. Based on RETL’s experience with similar type projects, testing services will be requested to be provided during overtime hours to accommodate the construction schedule. Anticipated services may include soils testing and concrete placements on weekends or during early morning hours. Taking this into consideration, RETL suggests that a Construction Materials Inspection and Testing Services budget amount of **\$205,500.00** be set aside for this project. The total fee will be dependent on the number of tests and inspections performed and number of trips made to the site. The above fee does not include any testing services provided during overtime or weekend hours.

Limitations

Services provided by RETL under this Agreement will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

The Parties to this agreement agree that if any claim is made that RETL failed to comply with any term of this agreement or that it failed to perform its work and/or duties under this agreement properly, the client, upon proof that there was some failure to comply or some mistake in the performance of the work, shall not be entitling to recover any sum greater than the amount paid by the client to RETL for the services performed by RETL.

Either the Client or RETL may terminate this Agreement at any time with or without cause upon giving the other party 10-calendar days prior written notice. The Client shall within 10 calendar days of termination pay RETL for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.



Closing

RETL looks forward to providing the construction materials testing and special inspections during the construction phase of this project. Copies of the construction materials testing reports will be delivered to the client via the email address provided by the client to RETL on the distribution list presented on the following page. As per International Building Code requirements, copies of the concrete break reports may also be distributed to the Ready-Mix Supplier. A hard copy of the construction materials testing reports will be available through the mail only if explicitly requested by the client. If there are any questions, or if we can be of assistance, please contact our office.

Sincerely,



Bryan Angelo, CET
CMT Project Manager – Round Rock

ACCEPTED AND APPROVED

By: 

Date: January 30, 2023



Arnie K. Hammock, P.E.
Vice President – Round Rock





STAFF REPORT

MEETING DATE: February 14, 2023

TITLE:

Consider action to approve the first reading of Ordinance No. 2023-01 of the City Council of the City of Bastrop, Texas, amending the Bastrop Code of Ordinances, Section 1.02.005 regarding termination of inactive campaign treasurer appointment; providing for repealer and severability; establishing an effective date; proper notice and meeting; and move to include on the February 28, 2023, consent agenda for a second reading.

AGENDA ITEM SUBMITTED BY:

Submitted by: Ann Franklin, City Secretary

BACKGROUND/HISTORY:

Candidates for the City of Bastrop Mayor and City Council places are required to file an Appointment of Campaign Treasurer form with the City Secretary before they are allowed to file an Application for a Place on the Ballot. The candidate is responsible for filing a final report to cause the Appointment of Campaign Treasurer form to become inactive. The Office of the City Secretary is in possession of several Appointment of Campaign Treasurer forms which are considered active due to the failure of a candidate filing a final report. The Election Code gives the governing body the authority to approve a process to allow the City Secretary the ability to terminate the forms.

Section 252.0131 of the Texas Election Code authorizes the governing body of a political subdivision by ordinance or order to adopt a process by which the city secretary of the political subdivision may terminate the campaign treasurer appointment of an inactive candidate or political committee that is required to file a campaign treasurer appointment with the secretary; and

RECOMMENDATION:

Ann Franklin, City Secretary recommends approval of the first reading of Ordinance No. 2023-01 of the City Council of the City of Bastrop, Texas, amending the Bastrop Code of Ordinances, Section 1.02.005 regarding termination of inactive campaign treasurer appointment; providing for repealer and severability; establishing an effective date; proper notice and meeting; and move to include on the February 28, 2023, consent agenda for a second reading.

ATTACHMENTS:

1. Resolution

ORDINANCE 2023-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING THE CODE OF ORDINANCES, SECTION 1.02.005 REGARDING TERMINATION OF INACTIVE CAMPAIGN TREASURER APPOINTMENT; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, the City of Bastrop is a Home Rule municipality incorporated and operating under the Laws of the State of Texas; and

WHEREAS, the City Council of the City of Bastrop, Texas recognizes a need to add to its existing Code of Ordinances to adopt a process by which the City Secretary may terminate the campaign treasurer appointment of an inactive candidate or political committee; and

WHEREAS, Section 252.0131 of the Texas Election Code authorizes the governing body of a political subdivision by ordinance or order to adopt a process by which the city secretary of the political subdivision may terminate the campaign treasurer appointment of an inactive candidate or political committee that is required to file a campaign treasurer appointment with the secretary; and

WHEREAS, the City Council of the City of Bastrop, Texas has determined that it is necessary to adopt a termination process; and

WHEREAS, in order to enact these provisions, it is necessary to amend the Bastrop Code of Ordinances by adding a new article to the Code of Ordinances.

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

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

Section 2: That Chapter 1, Article 1.02, Section 1.02.005 "Termination Of Inactive Campaign Treasurer Appointment" of the Code of Ordinances of the City of Bastrop, Texas is hereby added to read as follows:

Sec. 1.02.005 - TERMINATION OF INACTIVE CAMPAIGN TREASURER APPOINTMENT.

(A) In this section, "inactive candidate" or "inactive political committee" means a candidate or political committee that:

- (1) has not filed a required report under Texas Election Code, Chapter 254 (Political Reporting), for more than one year since the last reporting deadline;
 - (2) in the case of a candidate, has not been elected to an office for which a candidate is required to file a campaign treasurer appointment with the city clerk; and
 - (3) has not filed:
 - (a) a final report under Texas Election Code, Section 254.065 (Final Report) or 254.125 (Final Report of Committee for Supporting or Opposing Candidate or Measure); or
 - (b) a dissolution report under Texas Election Code, Section 254.126 (Dissolution Report of Committee for Assisting Officeholder) or 254.159 (Dissolution Report).
- (B)The city clerk may terminate the campaign treasurer appointment of an inactive candidate or inactive political committee
- (C)Before the city clerk may terminate a campaign treasurer appointment under this section, the city council must consider and approve the proposed termination in a regularly scheduled open meeting.
- (D)Before the city clerk may terminate a campaign treasurer appointment under this section the city clerk must provide written notice to the affected candidate or committee of:
- (1)the proposed termination of the candidate's or committee's campaign treasurer appointment;
 - (2)the date, time, and place of the meeting at which the city council will consider the proposed termination; and
 - (3)the effect of termination of the candidate's or committee's campaign treasurer appointment.
- (E)The termination of a campaign treasurer appointment under this section takes effect on the 30th day after the date of the meeting at which the city council votes to terminate the appointment. Following that meeting, the city clerk shall promptly notify the affected candidate or political committee that the appointment has been terminated. The notice must state the effective date of the termination.

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

Section 4: If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, that invalidity or unenforceability will not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision.

Section 5: This Ordinance shall be effective immediately upon passage and publication.

Section 6: It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

READ on First Reading on this the 14th day of February 2023.

READ & ADOPTED on Second Reading on this the 28th day of February 2023.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



STAFF REPORT

MEETING DATE: February 14, 2023

TITLE:

Consider action to approve the first reading of Ordinance No. 2023-02 of the City Council of the City of Bastrop, Texas, amending the Bastrop Code of Ordinances Article 1.04 regarding annual work plans for city boards, commissions, task forces, committees and advisory bodies; and providing for findings of fact, repealer, severability, codification, effective date, proper notice and meeting, and move to include on the February 28, 2023, agenda for a second reading.

AGENDA ITEM SUBMITTED BY:

Sylvia Carrillo, City Manager

BACKGROUND/HISTORY:

In order to gain efficiencies in service delivery to our residents, the Council develops an annual work plan and establishes goals each year. In order to create an effective local government as a whole, it is important that the advisory bodies appointed by the City Council and advising the City Council on matters of importance to the residents, also establish an annual work plan. It is important for the Council to fully understand the level of support each body will need to accomplish their goals, from financial to staff resources, and fully budget for such support.

The Diversity, Equity, and Inclusion board is the only board that is currently tasked with developing such a plan and informing the Council, but not required to have approval.

FISCAL IMPACT:

None

RECOMMENDATION:

Approve the first reading of Ordinances No. 2023-02 of the City Council of the City of Bastrop, Texas, amending the Bastrop Code of Ordinances Article 1.04 regarding annual work plans for city boards, commissions, task forces, committees and advisory bodies; and providing for findings of fact, repealer, severability, codification, effective date, proper notice and meeting, and move to include on the February 28, 2023, agenda for a second reading.

ATTACHMENTS:

1. Ordinance

CITY OF BASTROP, TX
ORDINANCE NO. 2023-02

WORK PLANS FOR ADVISORY BODIES

AN ORDINANCE OF THE CITY OF BASTROP, TEXAS AMENDING THE CODE OF ORDINANCES ARTICLE 1.04, RELATED TO ADVISORY BODIES, BOARDS, COMMITTEES AND COMMISSIONS, REQUIRING ANNUAL WORK PLANS, AND PROVIDING FOR FINDINGS OF FACT, REPEALER, SEVERABILITY, CODIFICATION, EFFECTIVE DATE, PROPER NOTICE AND MEETING.

WHEREAS, the City Council of the City of Bastrop has the authority to create advisory bodies such as boards, committees, commissions, and task forces; and

WHEREAS, the City Council finds it reasonable to require advisory bodies to annually develop work plans to guide their activities; 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, TX:

1. FINDINGS OF FACT

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

2. AMENDMENT

Chapter 1, Article 1.04, Section 1.04.003 of the City of Bastrop Code of Ordinances is hereby amended, and after such amendment, shall read in accordance with *Attachment "A"*, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any underlined text shall be inserted into the Code and any struck-through text shall be deleted from the Code, as stated on *Attachment A*.

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, herein.

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.

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.

6. EFFECTIVE DATE

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

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 on this, the 14th day of February 2023.

READ & APPROVED on the Second Reading on this, the 28th day of February 2023.

APPROVED:

by: _____
Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Attachment "A"

Bastrop Code of Ordinances

Chapter 1: General Provisions

Article 1.04: Boards, Committees and Commissions

Sec. 1.04.003 Procedures.

- (a) Each advisory body will follow the rules and procedures set forth by City Council in accordance with section 3.13 of this code, including agenda order, unless specifically addressed by this chapter.
- (b) The staff Liaison will be responsible for preparing and posting the agenda but will provide the advisory body chair an opportunity to review and comment on the agenda prior to posting.
- (c) All advisory bodies appointed by the City Council shall develop an annual work plan to be submitted for approval to the City Council.



STAFF REPORT

MEETING DATE: February 14, 2023

TITLE:

Consider action to approve the first reading of Ordinance No. 2023-03 of the City Council of the City of Bastrop, Texas, amending the Bastrop Code of Ordinances Article 1.04 regarding annual verification of attendance and residency for members of boards, commissions, task forces, committees and advisory bodies; and providing for: findings of fact, adoption, repealer, severability, establishing an effective date, proper notice and meeting, and move to include on the February 28, 2023, agenda for a second reading.

AGENDA ITEM SUBMITTED BY:

Submitted by: Sylvia Carrillo, City Manager

BACKGROUND/HISTORY:

Boards and commissions are an important tool to accomplish council goals and ensuring residents are involved in the legislative and decision making process. The importance of this is stressed in the Code of Ordinances specifying residency requirements.

Currently, a few boards have been unable to make quorum due to attendance issues and there exists no formal process for removal for attendance or residency.

This agenda item is an attempt to add clarity to the Code of Ordinances and provide for a clear internal process for verification and seamless continuity of service within the Boards and Commissions.

FISCAL IMPACT:

None

RECOMMENDATION:

Approve the first reading of Ordinances No. 2023-03 of the City Council of the City of Bastrop, Texas, amending the Bastrop Code of Ordinances Article 1.04 regarding annual verification of attendance and residency for members of boards, commissions, task forces, committees and advisory bodies; and providing for: findings of fact, adoption, repealer, severability, establishing an effective date, proper notice and meeting, and move to include on the February 28, 2023, agenda for a second reading

ATTACHMENTS:

1. Ordinance

CITY OF BASTROP, TX
ORDINANCE NO. 2023-03

ATTENDANCE & RESIDENCY FOR ADVISORY BODIES

AN ORDINANCE OF THE CITY OF BASTROP, TEXAS AMENDING THE CODE OF ORDINANCES ARTICLE 1.04, RELATED TO THE ATTENDANCE AND RESIDENCY OF MEMBERS OF ADVISORY BODIES, BOARDS, COMMITTEES AND COMMISSIONS, AND PROVIDING FOR FINDINGS OF FACT, REPEALER, SEVERABILITY, CODIFICATION, EFFECTIVE DATE, PROPER NOTICE AND MEETING.

WHEREAS, the City Council of the City of Bastrop has the authority to create advisory bodies such as boards, committees, commissions, and task forces; and

WHEREAS, the City Council finds it reasonable to require that city staff annually verify the attendance and residency of members of advisory bodies; 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, TX:

1. FINDINGS OF FACT

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

2. AMENDMENT

Chapter 1, Article 1.04, Section 1.04.002 of the City of Bastrop Code of Ordinances is hereby amended, and after such amendment, shall read in accordance with *Attachment "A"*, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any underlined text shall be inserted into the Code and any struck-through text shall be deleted from the Code, as stated on *Attachment A*.

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, herein.

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.

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.

6. EFFECTIVE DATE

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

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 on this, the 14th day of February 2023.

READ & APPROVED on the Second Reading on this, the 28th day of February 2023.

APPROVED:

by: _____
Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Attachment "A"

Bastrop Code of Ordinances

Chapter 1: General Provisions

Article 1.04: Boards, Committees and Commissions

Sec. 1.04.002 Membership, terms.

Unless otherwise controlled and mandated by state or federal law and/or City Charter, the following overarching provisions shall apply to the city's boards, commissions, task forces, committees and advisory bodies ("board(s)," "body" or "advisory bodies"):

- (1) Board members shall be appointed by the mayor and confirmed by the Council, for terms of three (3) years. No board member shall serve more than two (2) consecutive terms on a particular advisory body. An individual that has previously served two (2) consecutive terms on a particular advisory body, must wait one full year before being reappointed to the same advisory body. The Mayor, upon a finding of good cause, has the authority to waive this one-year waiting period.
- (2) All city advisory bodies shall consist of seven (7) members and each seat shall be assigned a "place."
- (3) Advisory body members' terms of service shall be "staggered" three-year terms, so that the entire membership of the board will not be subject to replacement at any single point in time. If necessary, to establish initial staggering of the membership Place 1 and Place 2 shall initially serve a three-year term, Place 3 and Place 4 shall initially serve a two-year term, and Place 5, Place 6 and Place 7 shall initially serve one-year terms.
- (4) In the event of a vacancy, an individual appointed to fill the vacant place will serve only the remaining term of the individual who is being replaced by the appointee, so that the staggering of terms shall remain intact.
- (5) All advisory body members shall reside within the city limits or the city's Extraterritorial Jurisdiction (ETJ). No more than two (2) members of a particular advisory body can be from the ETJ. Upon a showing of good cause, the Mayor may waive the residency requirement.
 - (a) The City Secretary shall send out notice to all members each March to verify residency and attendance requirements and upon such findings, present to the Mayor and City Council, those members who no longer qualify to serve.
- (6) Each advisory body will have a City Council Member assigned as Council Liaison. This will facilitate the transfer of information from the advisory bodies to the City Council.