

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



May 11, 2021 at 6:30 P.M.

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 WWW.CITYOFBASTROP.ORG/CITIZENCOMMENTFORM BEFORE 5:00 P.M. ON MAY 11, 2021. COMMENTS SUBMITTED BY THIS TIME WILL BE DISTRIBUTED TO THE CITY COUNCIL PRIOR TO MEETING COMMENCEMENT, REFERENCED AT THE MEETING, AND INCLUDED WITH THE MEETING MINUTES. COMMENTS FROM EACH INDIVIDUAL WILL BE LIMITED TO THREE (3) MINUTES WHEN READ ALOUD.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

TEXAS PLEDGE OF ALLEGIANCE

Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.

3. INVOCATION – Bob Long, Police Chaplain

4. INDIVIDUAL CONSIDERATION – PART 1 OF 2 (ELECTION PROTOCOL)

4A. Consider action to approve Resolution No. R-2021-49 of the City Council of the City of Bastrop, Texas to canvass the May 1, 2021 Election for Place 4 of the Bastrop City Council; and establishing an effective date.

4B. Election of Mayor Pro Tem.

5. OATH OF OFFICE

- 5A. Incumbent Council Member Drusilla Rogers, Place 2
- Swearing Oath of Office, The Honorable Chris Duggan, State District Judge, District 423
 - Signature of official documents, Ann Franklin, City Secretary
 - Welcome by Council
 - Comments by Council Member Drusilla Rogers
- 5B. Incoming Council Member, Place 4
- Swearing Oath of Office, The Honorable Chris Duggan, State District Judge, District 423
 - Signature of official documents, Ann Franklin, City Secretary
 - Welcome by Council
 - Comments by incoming Council Member

RECEPTION FOR NEWLY ELECTED COUNCIL MEMBERS – RECESS MEETING

6. PRESENTATIONS

- 6A. Mayor's Report
- 6B. Council Members' Report
- 6C. City Manager's Report
- 6D. Proclamation of the City Council of the City of Bastrop, Texas recognizing May 16-22, 2021 as Public Works Week for the City of Bastrop, Texas. (Submitted by: Curtis Hancock, Director of Public Works)
- 6E. Proclamation of the City Council of the City of Bastrop, Texas, recognizing May 9-15, 2021 as National Police Week for the City of Bastrop, TX. (Submitted by: Clint Nagy, Chief of Police)
- 6F. Proclamation of the City Council of the City of Bastrop, Texas recognizing May as Older Americans Month for the City of Bastrop, Texas. (Submitted by: Paul A. Hofmann, City Manager)
- 6G. Proclamation of the City Council of the City of Bastrop, Texas recognizing May 3rd as Air Quality Awareness Week for the City of Bastrop, Texas. (Submitted by: Paul A. Hofmann, City Manager)
- 6H. Proclamation of the City Council of the City of Bastrop, Texas recognizing May 9-15, 2021 as Economic Development Week for the City of Bastrop, Texas. (Submitted by: Paul A. Hofmann, City Manager)
- 6I. Presentation of the FY2021 second quarterly report for January through March of 2021. (Submitted by: Rebecca Gleason, Assistant City Manager)

7. WORK SESSION/BRIEFINGS – NONE

8. STAFF AND BOARD REPORTS

- 8A. Review and discuss the Draft Five-Year Capital Improvement Program 2022-2026. (Submitted by: Fabiola De Carvalho)

9. 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 before 5:00 p.m. on May 11, 2021. Comments submitted by this time will be distributed to the city council prior to meeting commencement, referenced at the meeting, and included with the meeting minutes. Comments from each individual will be limited to three (3) minutes when 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.

10. 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.

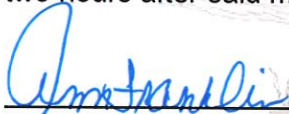
- 10A. Consider action to approve City Council minutes from the April 27, 2021 Regular meeting. (Submitted by: Ann Franklin, City Secretary)
- 10B. Consider action to approve the second reading of Ordinance No. 2021-05 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2021 in accordance with existing statutory requirements; appropriating the various amounts herein as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; and establishing an effective date. (Submitted by: Tracy Waldron, Chief Financial Officer)
- 10C. Consider action to approve Resolution No. R-2021-48 of the City Council of the City of Bastrop, Texas approving a Public Improvement Plan Agreement with Hunt Communities for The Colony MUD 1C Section 4, 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 Bills, Assistant Director of Planning)

11. ITEMS FOR INDIVIDUAL CONSIDERATION

- 11A. Consider and adopt on first and final reading Ordinance No. 2021-04 as an emergency measure ratifying temporary Emergency Orders enacted by the Mayor in her capacity as Emergency Management Director in regards to the current Local State of Disaster, for the immediate preservation of the public peace, health or safety.
- 11B. Consider action to approve Resolution No. R-2021-47 of the City Council of the City of Bastrop, Texas, authorizing the expenditure of Bastrop Economic Development Corporation funds to engage Terracon to conduct a Geotechnical Study and a Phase I Environmental Site Assessment in the southern portion of the Bastrop Business and Industrial Park in an amount not to exceed twenty-eight thousand dollars (\$28,000.00); and providing an effective date. (Submitted by: Jean Riemenschneider, BEDC Project Manager)
- 11C. Consider action to approve Resolution No. R-2021-50 of the City Council of the City of Bastrop, Texas confirming appointments by the Mayor of Jeff Haladyna to Place 6 on the Bastrop Economic Development Corporation Board, as required in Section 3.08 of the City's Charter, and establishing an effective date.

15. ADJOURNMENT

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, May 6, 2021 at 6:00 p.m. and remained posted for at least two hours after said meeting was convened.



Ann Franklin, City Secretary



STAFF REPORT

MEETING DATE: May 11, 2021

AGENDA ITEM: 4A

TITLE:

Consider action to approve Resolution No. R-2021-49 of the City Council of the City of Bastrop, Texas to canvass the May 1, 2021 Election for Place 4 of the Bastrop City Council; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Ann Franklin, City Secretary

BACKGROUND/HISTORY:

Sec. 67.002. CANVASS OF PRECINCT RETURNS.:

(a) Except as otherwise provided by law, the precinct election returns for each election shall be canvassed by the following authority:

- (1) for an election ordered by the governor or by a county authority, the commissioners court of each county in which the election is held; and
- (2) for an election ordered by an authority of a political subdivision other than a county, the political subdivision's governing body.

(b) The canvass of precinct returns shall be conducted in accordance with this chapter except as otherwise provided by this code.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Ann Franklin, City Secretary recommend approval of Resolution No. R-2021-49 of the City Council of the City of Bastrop, Texas to canvass the May 1, 2021 Election for Place 4 of the Bastrop City Council; and establishing an effective date.

ATTACHMENTS:

- ENGLISH - Resolution No. 2021-49
- SPANISH - Resolution No. 2021-49

RESOLUTION NO. R-2021-49

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS TO CANVASS THE MAY 1, 2021 ELECTION FOR PLACE 4 OF THE BASTROP CITY COUNCIL; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on May 1, 2021, a general election was held for the purpose of electing City Council Member for Place 4; and

WHEREAS, the returns of the general election have been made to the Council and show that the votes for City Council Members were cast as follows:

CITY COUNCIL MEMBER PLACE 4

Jimmy Crouch **XXX** votes

Cheryl Lee **XXX** votes

WHEREAS, **XXX** received a majority of all votes cast for the office of City Council Member Place 4.

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

SECTION 1. The Council finds that all of the recitals contained in this resolution are true and adopts them as findings of fact by this governing body; and

SECTION 2. The Council finds that the results of the general election as tabulated and canvassed reflect the votes cast at the election; and

SECTION 3. The Council accepts and approves the returns for the general election, as tabulated and received and canvassed, and declares that the following person is declared elected and may qualify for the office indicated for terms that begin May 11, 2021:

City Council Member Place 4 **XXX**.

SECTION 4. With this canvass, Council is making official the precinct returns received from Bastrop County.

SECTION 5. 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 11th day of May, 2021.

CITY OF BASTROP, TEXAS

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

RESOLUCIÓN NO. R-2021-49

RESOLUCIÓN DEL CONSEJO DE LA CIUDAD DE BASTROP, TEXAS PARA EL REPASO DE RESULTADOS DE LA ELECCIÓN DEL 1 DE MAYO, 2021 PARA EL PUESTO 4 DEL CONSEJO DE LA CIUDAD DE BASTROP; Y PARA DETERMINAR LA FECHA DE VIGOR.

POR CUANTO, el 1 de mayo, 2021 se llevó a cabo una elección general con el propósito de elegir a un miembro del Consejo de la Ciudad para el Puesto 4; y

POR CUANTO, los resultados de la elección general se han presentado al Consejo e indican que los votos emitidos a favor de los miembros del Consejo de la Ciudad fueron los siguientes:

CONCEJAL PARA EL CONSEJO DE LA CIUDAD EN EL PUESTO 4

Jimmy Crouch XXX votos

Cheryl Lee XXX votos

POR CUANTO, XXX recibió la mayoría de todos los votos emitidos para el Puesto 4 de concejal del Consejo de la Ciudad; y

AHORA, POR LO TANTO, RESUÉLVASE POR EL CONSEJO DE LA CIUDAD DE BASTROP, TEXAS QUE:

SECCIÓN 1. El Consejo determina que todas las declaraciones contenidas en esta resolución son verdaderas y que se aprueban por ser determinaciones de hecho por este cuerpo gubernamental; y

SECCIÓN 2. El Consejo determina que los resultados de la elección general de acuerdo con su tabulación y su repaso representan los votos emitidos en la elección; y

SECCIÓN 3. El Consejo acepta y aprueba los resultados de la elección general, tal como se han tabulado, recibido y repasado y declara que la siguiente persona ha sido electa y que puede calificar para el puesto indicado para el plazo que se inicia el 11 de mayo, 2021;

Concejal del Consejo de la Ciudad Puesto 4 XXX

SECCIÓN 4. Con este repaso, el Consejo declara que son oficiales los resultados de los precintos recibidos del Condado de Bastrop.

SECCIÓN 5: Que esta Resolución será efectiva inmediatamente cuando sea aprobada, y así se resuelve.

DEBIDAMENTE RESUELTO Y ADOPTADO por el Consejo de la Ciudad de Bastrop este día 11 de mayo, 2021.

CIUDAD DE BASTROP, TEXAS

APROBADO:

Connie B. Schroeder, Alcalde

CERTIFICO:

Ann Franklin, Secretaria de la Ciudad

APROBADA SU REDACCIÓN:

Alan Bojorquez, Fiscal de la Ciudad



STAFF REPORT

MEETING DATE: May 11, 2021

AGENDA ITEM:4B

TITLE:

Election of Mayor Pro Tem.

AGENDA ITEM SUBMITTED BY:

Paul A. Hoffman, City Manager

BACKGROUND/HISTORY:

CODE OF ORDINANCES CITY OF BASTROP TEXAS, Chapter 1. GENERAL PROVISIONS, Article 1.03 MAYOR AND CITY COUNCIL, Sec. 1.03.034 - MAYOR PRO TEM:

- (a) At the first meeting of the Council after the regular annual election, or as soon thereafter as practicable, one of the Councilmembers shall be elected Mayor Pro Tem.
- (b) The Mayor Pro Tem shall hold office for one year.
- (c) The Mayor Pro Tem shall preside over all meetings of the Council during the absence of the Mayor, and when both the Mayor and Mayor Pro Tem are absent, the members present (if a quorum) may call another member to preside.

RECOMMENDATION:

Election of Mayor Pro Tem.



STAFF REPORT

MEETING DATE: May 11, 2021

AGENDA ITEM: 5A

TITLE:

Incumbent Council Member Drusilla Rogers, Place 2

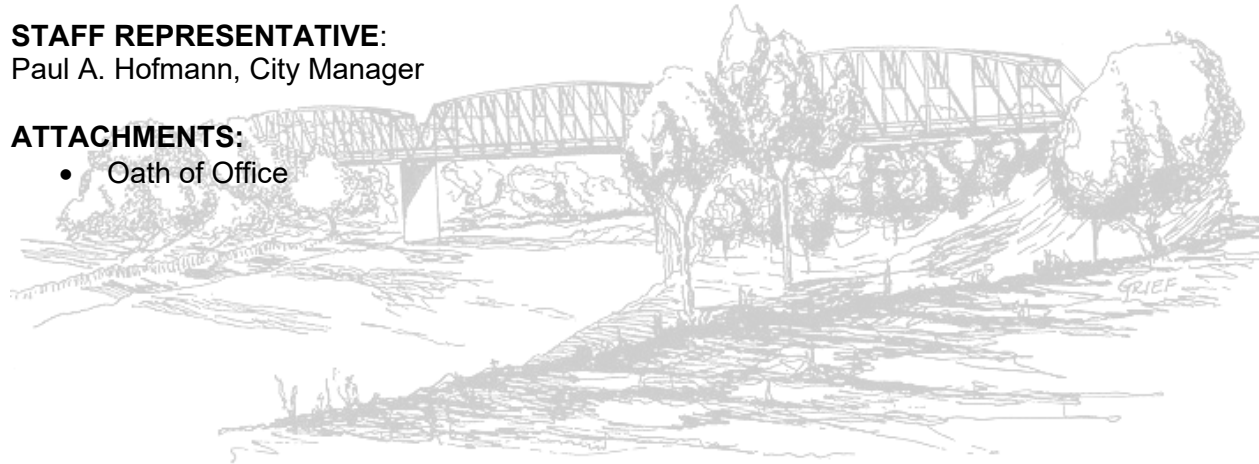
- Swearing Oath of Office, The Honorable Chris Duggan, State District Judge, District 423
- Signature of official documents, Ann Franklin, City Secretary
- Welcome by Council
- Comments by Council Member Drusilla Rogers

STAFF REPRESENTATIVE:

Paul A. Hofmann, City Manager

ATTACHMENTS:

- Oath of Office





STAFF REPORT

MEETING DATE: May 11, 2021

AGENDA ITEM: 5B

TITLE:

Incoming Council Member, Place 4

- Swearing Oath of Office, The Honorable Chris Duggan, State District Judge, District 423
- Signature of official documents, Ann Franklin, City Secretary
- Welcome by Council
- Comments by Council Member

STAFF REPRESENTATIVE:

Paul A. Hofmann, City Manager

ATTACHMENTS:

- Oath of Office





STAFF REPORT

MEETING DATE: May 11, 2021

AGENDA ITEM: 6A

TITLE:

Mayor's Report

AGENDA ITEM SUBMITTED BY:

Paul A. Hofmann, 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:

- Power Point Presentation



STAFF REPORT

MEETING DATE: May 11, 2021

AGENDA ITEM: 6B

TITLE:

Council Members' Report

AGENDA ITEM SUBMITTED BY:

Paul A. Hofmann, 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 salutory 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 salutory 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: May 11, 2021

AGENDA ITEM: 6C

TITLE:

City Manager's Report

AGENDA ITEM SUBMITTED BY:

Paul A. Hofmann, 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: May 11, 2021

AGENDA ITEM: 6D

TITLE:

Proclamation of the City Council of the City of Bastrop, Texas recognizing May 16-22, 2021 as Public Works Week for the City of Bastrop, Texas.

STAFF REPRESENTATIVE:

Paul A. Hofmann, City Manager





PROCLAMATION



BASTROPTX
Heart of the Lost Pines / Est. 1832

WHEREAS, Public Works infrastructure, facilities, and services provided in our communities are an integral part of our citizens' health, safety, and well-being; and

WHEREAS, such facilities and services could not be provided without the dedicated efforts of public works professionals, engineers, managers, and employees at all levels of government and the private sector, who are responsible for the planning, building, operation, and maintenance of transportation, water supply, water treatment, solid waste systems, public buildings, and other structures and facilities essential to serve our citizens; and

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in our country to understand and appreciate public works programs in their communities; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction, are dependent upon the efforts and skill of public works officials; and

WHEREAS, the year 2021 marks the 61st annual National Public Works Week sponsored by the American Public Works Association.

NOW, THEREFORE, I, Connie B. Schroeder, Mayor of the City of Bastrop, Texas, do hereby proclaim May 16-22, 2021 as:

PUBLIC WORKS WEEK

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Bastrop to be affixed this 11th day of May, 2021.

Connie B. Schroeder, Mayor



STAFF REPORT

MEETING DATE: May 11, 2021

AGENDA ITEM: 6E

TITLE:

Proclamation of the City Council of the City of Bastrop, Texas, recognizing May 9-15, 2021 as National Police Week for the City of Bastrop, TX.

AGENDA ITEM SUBMITTED BY:

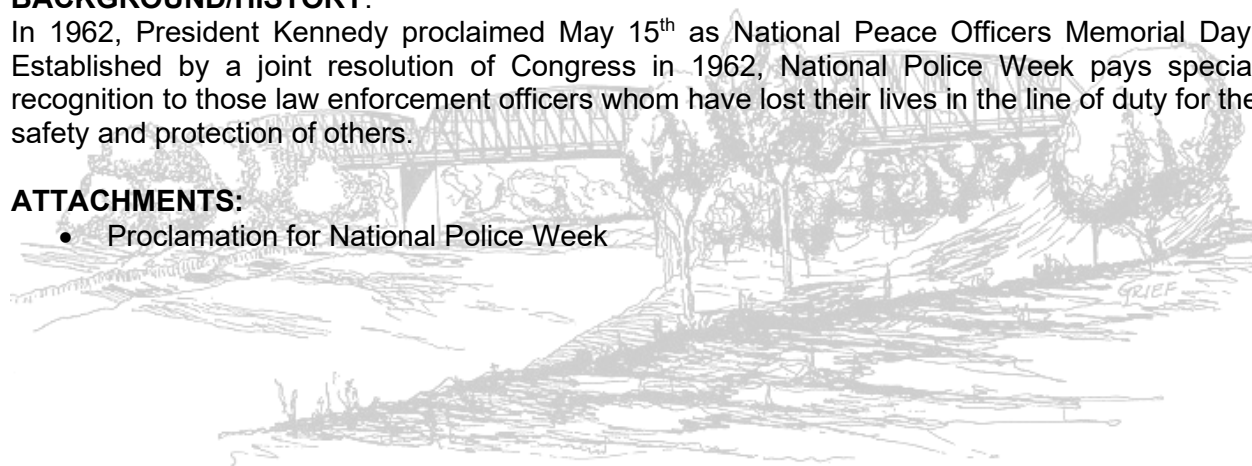
Paul A. Hofmann, City Manager

BACKGROUND/HISTORY:

In 1962, President Kennedy proclaimed May 15th as National Peace Officers Memorial Day. Established by a joint resolution of Congress in 1962, National Police Week pays special recognition to those law enforcement officers whom have lost their lives in the line of duty for the safety and protection of others.

ATTACHMENTS:

- Proclamation for National Police Week



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ROCLAMATION



WHEREAS, citizens of Bastrop gather to recognize and honor our law enforcement officers for their faithful service and sacrifice while protecting our community and safeguarding our democracy; and

WHEREAS, there are more than 900,000 sworn law enforcement officers serving in communities across the United States, including the dedicated members of the Bastrop Police Department; and

WHEREAS, nearly 60,000 assaults against law enforcement officers are reported each year, resulting in over 16,000 injuries; and

WHEREAS, since the first recorded death in 1791, more than 20,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty, including one member of the Bastrop Police Department; and

WHEREAS, in 2020, 264 fallen heroes throughout the Nation have been killed in the line of duty including 72 from the State of Texas; and

WHEREAS, in 2021, 56 fallen heroes throughout the Nation have been killed in the line of duty including 15 from the State of Texas; and

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Memorial in Washington, D.C., and the names of the heroic Texas Peace Officers are engraved on the Texas Peace Officer Memorial in Austin, Texas; and

WHEREAS, May 15th is designated as Peace Officer's Memorial Day, in honor of all fallen officers and their families and U.S. Flags should be flown at half-staff; and

WHEREAS, Congress has designated the calendar week that May 15th falls as National Police Week;

NOW, THEREFORE, I, Connie Schroeder, Mayor of the City of Bastrop, do hereby proclaim May 9, 2020 through May 15, 2021 as:

POLICE OFFICER WEEK IN BASTROP, TEXAS

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Bastrop, Texas to be affixed this 11th day of May 2021.

Connie B. Schroeder, Mayor





STAFF REPORT

MEETING DATE: May 11, 2021

AGENDA ITEM: 6F

TITLE:

Proclamation of the City Council of the City of Bastrop, Texas recognizing May as Older Americans Month for the City of Bastrop, Texas.

STAFF REPRESENTATIVE:

Paul A. Hofmann, City Manager





PROCLAMATION



BASTROPTX
Heart of the Lost Pines / Est. 1832

WHEREAS, The City of Bastrop includes a growing number of older Americans who have built resilience and strength over their lives through successes and difficulties; and

WHEREAS, The City of Bastrop benefits when people of all ages, abilities, and backgrounds are included and encouraged to share their successes and stories of resilience; and

WHEREAS, The City of Bastrop recognizes our need to nurture ourselves, reinforce our strength, and continue to thrive in times of both joy and difficulty; and

WHEREAS, The City of Bastrop can foster communities of strength by:

- creating opportunities to share stories and learn from each other;
- engaging older adults through education, recreation, and service; and
- encouraging people of all ages to celebrate connections and resilience.

NOW, THEREFORE, I, Connie B. Schroeder, Mayor of the City of Bastrop, Texas, do hereby proclaim May 2021 as:

OLDER AMERICANS MONTH

We urge every resident to recognize older adults and the people who support them as essential contributors to the strength of our community.

IN WITNESS WHEREOF, I have here unto set my hand and caused the Seal of the City of Bastrop, Texas to be affixed this 11th day of May, 2021.

Connie B. Schroeder, Mayor



STAFF REPORT

MEETING DATE: May 11, 2021

AGENDA ITEM: 6G

TITLE:

Proclamation of the City Council of the City of Bastrop, Texas recognizing May 3rd as Air Quality Awareness Week for the City of Bastrop, Texas.

STAFF REPRESENTATIVE:

Paul A. Hofmann, City Manager





PROCLAMATION



BASTROPTX
Heart of the Lost Pines / Est. 1832

WHEREAS, Air quality can affect the health and economy of the residents of Bastrop; and

WHEREAS, our children, older adults, citizens with lung disease, and persons with heart disease are particularly susceptible to the ill affects of poor air quality; and

WHEREAS, the well-being of our environment, as well as our health, comfort and standard of living, depends upon good air quality; and

WHEREAS, we recognize that two of the most common air pollutants are ozone and particle pollution which can be harmful to the health of our citizens; and

WHEREAS, we should be stewards of the air quality upon which future generations depend.

NOW, THEREFORE, I, Connie B. Schroeder, Mayor of the City of Bastrop, Texas, do hereby proclaim May 3rd-7th 2021 as:

AIR QUALITY AWARENESS WEEK

IN WITNESS WHEREOF, I have here unto set my hand and caused the Seal of the City of Bastrop, Texas to be affixed this 11th day of May, 2021.

Connie B. Schroeder, Mayor



STAFF REPORT

MEETING DATE: May 11, 2021

AGENDA ITEM: 6H

TITLE:

Proclamation of the City Council of the City of Bastrop, Texas recognizing May 9-15, 2021 as Economic Development Week for the City of Bastrop, Texas.

STAFF REPRESENTATIVE:

Paul A. Hofmann, City Manager





PROCLAMATION



WHEREAS, the International Economic Development Council (IEDC) created Economic Development Week in 2016 to increase awareness of local programs that create jobs, advance career development opportunities, and improve the quality of life in communities everywhere; and

WHEREAS, IEDC has designated May 9-15, 2021, as “Economic Development Week;” and

WHEREAS, economic developers are engaged in a wide variety of settings including rural and urban, local, state, provincial, and federal governments, public-private partnerships, chambers of commerce, universities, and a variety of other institutions; and

WHEREAS, economic developers attract and retain high-quality jobs, develop vibrant communities, and improve the quality of life in their regions; and

WHEREAS, economic developers recognize their role in a region’s long-term success by addressing issues vital to businesses such as workforce training and availability, international trade, incentives and reduced cost of operations; and

WHEREAS, the City of Bastrop remains committed to supporting economic development activities and recognizes the importance of economic development in our community.

NOW, THEREFORE, I, Connie B. Schroeder, Mayor of the City of Bastrop, Texas, do hereby proclaim the week of May 9 - May 15, 2021, as:

ECONOMIC DEVELOPMENT WEEK

IN WITNESS WHEREOF, I have here unto set my hand and caused the Seal of the City of Bastrop, Texas, to be affixed this 11th day of May 2021.

Connie B. Schroeder, Mayor



STAFF REPORT

MEETING DATE: May 11, 2021

AGENDA ITEM: 6I

TITLE:

Receive presentation on the FY2021 Second Quarterly Report.

AGENDA ITEM SUBMITTED BY:

Rebecca Gleason, Assistant City Manager for Community Engagement

BACKGROUND/HISTORY:

The Assistant City Manager for Community Engagement will be providing the City Council a Quarterly Report overview to include updates on Financial Reports, Capital Improvement Projects, and projects supporting Council's 9 Focus Areas for the Fiscal Quarter that just ended.

The objectives of preparing and presenting a Quarterly Report are to begin tracking trends across our ongoing data sources in a single place as well as to communicate to Council the progress that is being made under each of the 9 Focus Areas. As the number of completed Quarterly Reports increase, the reports can be used as a resource by Council for making decisions and setting priorities during the budget season.

The Report was largely compiled by one of our recently created cross functional teams. The Communications & Special Events Team (CSET) is made up of staff members across all Departments that come together several times a month to push several projects forward including the Quarterly Report. More information is given about the CSET Team in the Quarterly Report under Organizational Excellence but please know they did an incredible job of working with their Departments and Directors to gather and compose the necessary information for this report. The goal is to push more information and responsibility down into the organization, set up mentoring opportunities between our CSET members and Directors, as well as improve internal communication by breaking down silos between Departments.

ATTACHMENTS:

- Please follow this link: [Quarterly Report for Quarter 2 of Fiscal Year 2021](#)



STAFF REPORT

MEETING DATE: May 11, 2021

AGENDA ITEM: 8A

TITLE:

Review and discuss the Draft Five-Year Capital Improvement Program 2022-2026.

AGENDA ITEM SUBMITTED BY:

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

BACKGROUND/HISTORY:

Capital Planning is an essential element of city strategic planning. Growing communities especially need to ensure linkage between the comprehensive plan, City Council priorities, fiscal forecasting, and capital planning. The capital plan identifies projects that reflect the publicly owned physical attributes of the future city as described in long range planning.

The draft City of Bastrop Capital plan is a five-year projection of investment in valuable City assets, including City buildings and structures, roads and sidewalks, water, sewer, and drainage infrastructure.

Effective management of the capital plan requires a solid understanding of the roles and responsibilities associated with bringing capital projects into operation. Attached is a working description of those roles and responsibilities.

NEXT STEPS:

City staff will review the draft Capital Improvement Program with the City Council at a workshop session scheduled for May 14, 2021.

FUNDING SOURCE:

N/A

RECOMMENDATION:

N/A

ATTACHMENTS

Project Management – Roles and Responsibilities

PROPOSED FY22-26 PROJECTS:

Please follow this link: [CIP FY22-26](#)

CITY OF BASTROP

PROJECT MANAGEMENT ROLES AND RESPONSIBILITIES

TITLE/FUNCTION: PROJECT MANAGER

- **Project Manager – Roles and Responsibilities**

- Provide for leadership and direction over the duration of a project, and to deliver expected results within planned schedule and on budget.
- Be the main and single point of contact.
- Manage all services, design, and construction, if applicable of a project. The project manager is responsible to coordinate and direct activities as well as personnel involved in the implementation and completion of projects.
- Negotiate scope, schedule and budgets for design and construction oversight/assistance service contracts.
- Work cooperatively with Project Owners, other City employees, other government and non-profit organizations such as Homeowner Association (HOA) and private organizations to facilitate project implementation and completion.
- Typically, a city employee.

TITLE/FUNCTION: PROJECT OWNER

- **Project Owner - Roles and responsibilities:**

- The Project Owner will work directly with the PM to achieve project goals.
- Periodically review applicable City design standards.
- Review and provide comments that apply to studies, preliminary engineering, design plans and specifications for each project, as applicable.
- Provide insight on operational needs and/or desired outcome that could affect project planning, design, or construction. Including providing historical data, previous studies, or any other information available related to the project.
- Participate at progress meetings during design and/or construction. Participate at substantial completion and final completion walk-thru of a project. And participate at the 1-year anniversary inspection for applicable projects.
- Responsible for ownership of the asset on the City's behalf.

- Ultimately responsible for operating and service delivery.

TITLE/FUNCTION: ENGINEER/ARCHITECT CONSULTING FIRM

Engineer/Architect - Roles and responsibilities:

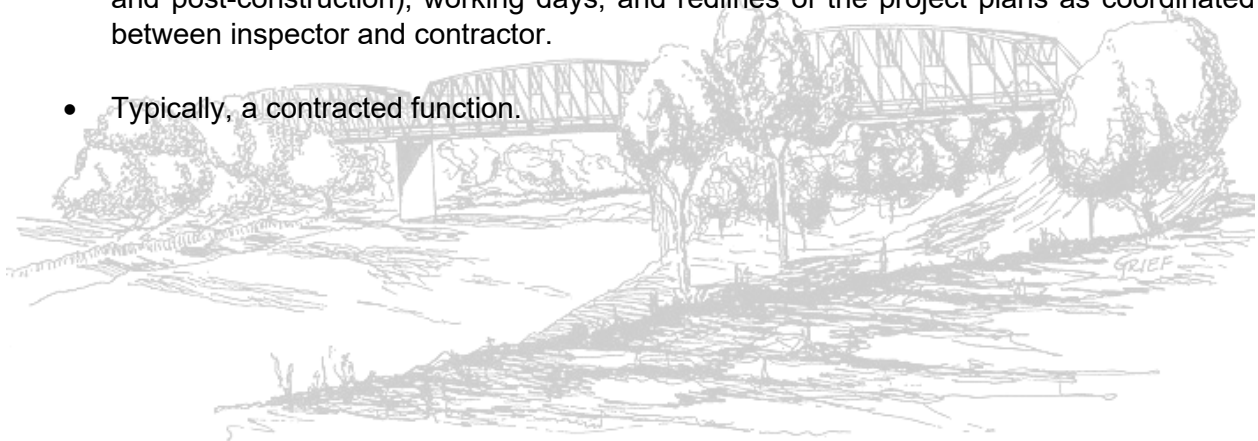
- The architect and/or engineer is responsible for designing the project and preparing the preliminary engineering reports, plans, specifications, complete bid documents, schedules and project probable costs and any work defined in the contract between the City and consulting firm. Design project to meet scope, budget, and City's needs.
- Ensure the project is reviewed and coordinated with utility companies, as necessary. Advertise bid. Attend pre-bid meetings, if applicable, answer questions and provide Addendum, as necessary.
- Review City's comments on reports, plans, specifications, and contract documents and provide recommendations as appropriate.
- Review and approve shop drawings.
- Participate at public meetings as required, and City Council meeting(s) pertaining to the project.
- Participate at substantial and final completion walk-thru of a project and develop punch list items. Coordinate with the PM and contractor and participate at the 1-year anniversary inspection for applicable projects.
- Engineer of Record for reports, plans, specifications, and documents is only authorized to make design related changes when it is deemed necessary.
- Assemble all required project close-out information for Owner/City use.
- Address constructability issues and any unforeseen conflicts.
- Typically, a contracted function.

TITLE/FUNCTION: CONSTRUCTION MANAGER/INSPECTOR (CM/Inspector)

Construction Manager/Inspector - Roles and responsibilities:

- The CM/Inspector has a comprehensive knowledge of modern management styles and know how, as well as a clear understanding of a project's design and construction processes. The CM/Inspector is a construction-oriented staff, which adequately support both design and construction phases of a project. In short, the CM/Inspector works on behalf of the City and is hired expressly for the purpose of safeguarding the City's interests during construction. This individual becomes the City's eyes and ears on City supported construction projects.

- Ensure project adheres to the plans, specifications, and other contractual requirements. In addition, the CM/Inspector inspects, evaluates, document, and report on the materials furnished, the quality of workmanship, and the work completed.
- The CM/Inspector should be always present on the job site; however, this is not always practical, and in that case, this professional or a representative, working for the City's interest, should be present whenever critical phases and connections are to happen.
- The CM/Inspector shall complete daily reports of work performed, equipment used, labor at the jobs site daily. This will assist in comparing, reviewing, and signing off on the payment requests.
- Deal with the public as a representative of the City, provide information to residents and business owners as requested, and by following City's policies.
- The CM/Inspector is responsible for documenting the project progress daily throughout the construction, using daily reports (in the manner requested by City), photographs (pre and post-construction), working days, and redlines of the project plans as coordinated between inspector and contractor.
- Typically, a contracted function.





STAFF REPORT

MEETING DATE: May 11, 2021

AGENDA ITEM: 9

TITLE:

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 before 5:00 p.m. on May 11, 2021. Comments submitted by this time will be distributed to the city council prior to meeting commencement, referenced at the meeting, and included with the meeting minutes. Comments from each individual will be limited to three (3) minutes when 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.



STAFF REPORT

MEETING DATE: May 11, 2021

AGENDA ITEM: 10A

TITLE:

Consider action to approve City Council minutes from the April 27, 2021 Regular meeting.

AGENDA ITEM SUBMITTED BY:

Paul A. Hofmann, City Manager
Ann Franklin, City Secretary

BACKGROUND/HISTORY:

N/A

POLICY EXPLANATION:

Section 551.021 of the Government Code provides as follows:

- (a) A governmental body shall prepare and keep minutes or make a tape recording of each open meeting of the body.
- (b) The minutes must:
 - 1. State the subject of each deliberation; and
 - 2. Indicate the vote, order, decision, or other action taken.

FISCAL IMPACT:

N/A

RECOMMENDATION:

City Secretary, Ann Franklin recommends approval of the City Council minutes from the April 27, 2021 Regular meeting.

ATTACHMENTS:

- April 27, 2021 DRAFT Regular Meeting Minutes.

APRIL 27, 2021

The Bastrop City Council met in a regular meeting on Tuesday, April 27, 2021, at 5:30 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were: Mayor Schroeder, Mayor Pro Tem Nelson and Council Members Jackson, Ennis, Peterson and Rogers. Officers present were City Manager, Paul A. Hofmann; City Secretary, Ann Franklin; and City Attorney, Alan Bojorquez.

CALL TO ORDER – EXECUTIVE SESSION

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

EXECUTIVE SESSION

The City Council met at 5:30 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, et seq, to discuss the following:

- 2A. The City Council will recess its regular session and reconvene into executive session pursuant to Texas Government Code Section 551.071 to deliberate upon and seek the legal advice of its attorneys regarding Smith et.al v. City of Bastrop, et al. filed in the U.S. District Court, Western District, Austin Division.

Mayor Schroeder recessed the Executive Session at 6:11 p.m.

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

Mayor Schroeder recessed the meeting at 6:11 p.m.

CONVENED REGULAR SESSION

At 6:30 p.m. Mayor Schroeder convened regular session.

PLEDGE OF ALLEGIANCE

INVOCATION

Pastor Doug DeShay, Mount Rose Missionary Baptist Church, gave the invocation.

PRESENTATIONS

- 7A. Presentations acknowledging the service and contributions of outgoing Council Member Bill Ennis.
- 7B. Mayor's Report
- 7C. Council Members' Report
- 7D. City Manager's Report
- 7E. Proclamation of the City Council of the City of Bastrop, Texas recognizing May as Williams Syndrome Awareness Month. (Submitted by: Paul A. Hofmann)
The proclamation was read into record by Mayor Schroeder.

- 7F. Proclamation of the City Council of the City of Bastrop, Texas recognizing May 8, 2021, as World Migratory Bird Day. (Submitted by: Paul A. Hofmann)
The proclamation was read into record by Mayor Schroeder and accepted by Kerry Fossler and Maria Montoya Stayton.
- 7G. Proclamation of the City Council of the City of Bastrop, Texas recognizing May 2021, as Building Safety Month. (Submitted by: Paul A. Hofmann)
The proclamation was read into record by Mayor Schroeder and accepted by Shirley Ellis, City of Bastrop Building Official.
- 7H. Proclamation of the City Council of the City of Bastrop, Texas recognizing May 4, 2021 as Firefighter's Day in City of Bastrop, Texas. (Submitted by: Paul A. Hofmann)
The proclamation was read into record by Mayor Schroeder and accepted by the firefighters.

WORK SESSION/BRIEFINGS - NONE**STAFF AND BOARD REPORTS**

- 9A. Receive presentation on the unaudited Monthly Financial Report for the period ending March 31, 2021. (Submitted by: Tracy Waldron, Chief Financial Officer)
Presentation was made by Tracy Waldron, Chief Financial Officer.
- 9B. Receive presentation regarding future Bond Financing Plan and associated timeline. (Submitted by: Tracy Waldron, Chief Financial Officer)
Presentation was made by Dan Wegmiller, Specialized Public Financing and Tracy Waldron, Chief Financial Officer.
- 9C. Receive presentation on the leveraging of Special Events for greater community building, tourism, and business support. (Submitted by: Rebecca Gleason, Assistant City Manager)
Presentation was made by Rebecca Gleason, Assistant City Manager.
- 9D. Receive direction from City Council to the City Manager regarding City Holiday Schedule. (Submitted by: Tanya Cantrell, Human Resource Director.)
Presentation was made by Tanya Cantrell, Human Resource Director.

A motion was made by Mayor Pro Tem Nelson to approve the addition of a floating holiday to the City Holiday Schedule, seconded by Council Member Rogers, motion was approved on a 4-1 vote. Council Member Jackson voted nay.

SPEAKER(S)

**Steve Chamberlain
230 Oak Forest Dr.
Cedar Creek, Texas 78612
(512)985-6062**

CITIZEN COMMENTS – NONE

APPROVAL OF MINUTES

- 11A. Consider action to approve City Council minutes from the April 13, 2021 Regular meeting. (Submitted by: Ann Franklin, City Secretary)
A motion was made by Mayor Pro Tem Nelson to approve City Council minutes from the April 13, 2021 regular meeting, seconded by Council Member Jackson, motion was approved on a 5-0 vote.

ITEMS FOR INDIVIDUAL CONSIDERATION CONTINUED

- 12A. Consider and adopt on first and final reading Ordinance No. 2021-04 as an emergency measure ratifying temporary Emergency Orders enacted by the Mayor in her capacity as Emergency Management Director in regards to the current Local State of Disaster, for the immediate preservation of the public peace, health or safety.
Mayor Schroeder did not approve any Emergency Orders since the last Council meeting.
- 12B. Consider action to approve Resolution No. R-2021-46 of the City Council of the City of Bastrop, Texas to award an Engineering Service contract to TRC Engineering, Inc. to provide engineering services for the City's 2021-2022 Texas Community Development Block Grant (TxCDBG) application and project-related engineering services if funded: authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date. (Submitted by: Tracy Waldron, Chief Financial Officer)
Presentation was made by Tracy Waldron, Chief Financial Officer.

A motion was made by Council Member Rogers to approve Resolution No. R-2021-46, seconded by Council Member Ennis, motion was approved on a 5-0 vote
- 12C. Consider action to approve the first reading of Ordinance No. 2021-05 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2021 in accordance with existing statutory requirements; appropriating the various amounts herein as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; establishing an effective date, and move to include on the May 11, 2021 City Council agenda for a second reading. (Submitted by: Tracy Waldron, Chief Financial Officer)
Presentation was made by Tracy Waldron, Chief Financial Officer.

A motion was made by Council Member Rogers to approve the first reading of Ordinance No. 2021-05, seconded by Council Member Ennis, motion was approved on a 5-0 vote.

Adjourned at 8:45 p.m. without objection.

APPROVED:

ATTEST:

Mayor Connie B. Schroeder

City Secretary Ann Franklin

The Minutes were approved on April 27, 2021, by Council Member **Name's motion, Council Member **Name's** second. The motion was approved on a **0-0** vote.**



STAFF REPORT

MEETING DATE: May 11, 2021

AGENDA ITEM: 10B

TITLE:

Consider action to approve the second reading of Ordinance No. 2021-05 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2021 in accordance with existing statutory requirements; appropriating the various amounts herein as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

The FY2021 budget was approved by City Council on September 22, 2020. Since that approval, the City has approved one budget amendment on December 8, 2021 with Ordinance 2020-33. There have been events since the FY2021 budget was approved that require an amendment.

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

Changes from the April 27, 2021 first reading. The Exhibit A and the All Funds Summary have been updated to include the additional \$66,000 reduction in Visit Bastrop's funding making a total of \$132,000.

The Financial Management Policy states that the level of budgetary control is at the department level in all Funds. If transfers are required between departments, this must be approved by City Council. The City Charter requires that when the budget is amended, that the amendment be made by Ordinance.

FUNDING SOURCE:

Various – See Ordinance Exhibit A

RECOMMENDATION:

Tracy Waldron, CFO recommends approval of the second reading of Ordinance No. 2021-05 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2021 in accordance with existing statutory requirements; appropriating the various amounts herein as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; and establishing an effective date.

ATTACHMENTS:

- Ordinance 2021-05
- Exhibit A
- All Funds Summary FY2021 – updated to reflect proposed amendments

ORDINANCE NO. 2021-05

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR 2021 IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS; APPROPRIATING THE VARIOUS AMOUNTS HEREIN, AS ATTACHED IN EXHIBIT A; REPEALING ALL PRIOR ORDINANCES AND ACTIONS IN CONFLICT HEREWITH; AND ESTABLISHING FOR AN EFFECTIVE DATE.

WHEREAS, the City Manager of the City of Bastrop, Texas has submitted to the Mayor and City Council proposed amendment(s) to the budget of the revenues and/or expenditures/expenses of conducting the affairs of said city and providing a complete financial plan for Fiscal Year 2021; and

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

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

Section 1: That the proposed budget amendment(s) for the Fiscal Year 2021, as submitted to the City Council by the City Manager and which budget amendment(s) are attached hereto as Exhibit A, are hereby adopted and approved as the amended budget of said city for Fiscal Year 2021.

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

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

READ and APPROVED on First Reading on the 27th day of April 2021.

READ and ADOPTED on Second Reading on the 11th day of May 2021.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

GENERAL FUND

Budget Amendment #1: Revenue

FY 2021 Budget Book (Page 44)

Original Budget	\$12,471,919
Ord 2020-33	<u>\$ 189,262</u>
Amended Budget	\$12,661,181
<u>Recommended Increases</u>	
City Sales Tax (101-00-00-4001)	\$ 287,172
Emergency Management Assistance (101-00-00-4410)	\$ 24,485
Inspection Fees (101-00-00-4012)	\$ 250,000
Recreation Center fees (101-00-00-4041)	<u>\$ 8,400</u>
New Total Revenue	\$13,231,238

This amendment increases several General Fund revenue sources. Sales Tax revenue has been running approximately 13% over forecast. This increase is conservative to specifically cover requested increases in this budget amendment. The Emergency Management Assistance revenue is the estimated amount we should receive through FEMA for the Winter Storm Uri declaration. Because of the new recreation program there is an additional revenue source from recreation fees. The development in new residential housing has taken off and is generating more revenue than previously projected in the budget. This increase in Inspection Fees is a conservative projection to cover the additional third-party inspection costs associated with this level of growth.

Budget Amendment #2: Expenditures-Organizational

FY 2021 Budget Book (Page 46)

Original Budget	\$ 168,454
Ord 2020-33	<u>\$ 139,736</u>
Amended Budget	\$ 308,190
380 Agreement Reimb. Sales Tax (101-02-00-5644)	<u>\$ 130,000</u>
New Total Expenditures	\$ 438,190

Because of the increased sales tax collection mentioned in budget amendment #1, there is a need to increase the appropriation for the 380 Agreement Reimbursement for Burleson Crossing.

Budget Amendment #3: Expenditures-City Manager

FY 2021 Budget Book (Page 48)

Original Budget	\$ 453,893
Operating Salary (101-03-00-5101)	<u>\$ 34,400</u>
New Total Expenditures	\$ 488,293

ORDINANCE 2021-05

EXHIBIT A

This amendment was necessary to reconcile the City Managers restructuring plan and account for the recommendations made through the compensation study. This increase of \$13,775 reflects the portion of Assistant City Manager of Community Engagement that is funded by General Fund through the reorganization plan. The balance of \$20,625 were the additional adjustments recommended by the compensation study for both Assistant City Manager positions. This amendment has no effect on the General Fund's fund balance. There were available salary savings.

Budget Amendment #4: Expenditures-City Secretary

FY 2021 Budget Book (Page 50)

Original Budget	\$ 281,656
Operating Salary (101-04-00-5101)	\$ 20,450
New Total Expenditures	\$ 302,106

This amendment was necessary to reconcile the City Managers restructuring plan and account for the recommendations made through the compensation study. The restructuring plan created a Deputy City Secretary position that replaced the Executive Administrative Assistant position listed in the budget. No new FTE's were created from this change just a salary discrepancy in the positions. The increase of \$18,345 was attributed to the reorganization and the balance of \$2,105 was increase from the compensation study. This amendment has no effect on the General Fund's fund balance. There were available salary savings.

Budget Amendment #5: Expenditures-Finance

FY 2021 Budget Book (Page 53)

Original Budget	\$ 456,955
Operating Salary (101-05-00-5101)	\$ 15,305
New Total Expenditures	\$ 472,260

This amendment was necessary to account for recommendations made through the compensation study. This amendment has no effect on the General Fund's fund balance.

Budget Amendment #6: Expenditures-Human Resources

FY 2021 Budget Book (Page 58)

Original Budget	\$ 228,707
Operating Salary (101-06-00-5101)	\$ 16,576
New Total Expenditures	\$ 245,283

This amendment was necessary to account for recommendations made through the compensation study. This amendment has no effect on the General Fund's fund balance.

Budget Amendment #7: Expenditures-Information Technology**FY 2021 Budget Book (Page 61)**

Original Budget	\$ 413,458
Operating Salary (101-07-00-5101)	\$ 2,861
Computer Equipment (101-07-00-5207)	\$ 10,780
Computer Equipment (101-07-00-5207)	<u>\$ 65,000</u>
New Total Expenditures	\$ 492,099

This amendment was necessary to account for recommendations made through the compensation study, funding of the computer replacement plan for 2021 and upgrading the cities firewall. The computer replacement was unfunded during the budget process but included in this amendment now that revenue projections have been confirmed. This replacement program is important to efficiency. This amendment has no effect on the General Fund's fund balance.

Budget Amendment #8: Expenditures-Special Event & Reservations (Recreation)**FY 2021 Budget Book (Page 67)**

Original Budget	\$ 167,550
Contracted Services (101-10-00-5561)	<u>\$ 25,000</u>
New Total Expenditures	\$ 192,550

This amendment is to recognize the additional expenses incurred to bring the recreation program internally as a city run program. Most of the costs have been absorbed by the balance of the YMCA funding in the budget. This amendment is increasing expenses to cover the Coordinator for recreation programming. This increase is being covered by recreation fees and salary savings.

Budget Amendment #9: Expenditures-Police-Patrol**FY 2021 Budget Book (Page 74)**

Original Budget	\$ 1,763,650
Operating Salary (101-21-00-5101)	<u>\$ (20,000)</u>
New Total Expenditures	\$ 1,743,650

This amendment recognizes the salary savings in the Police Patrol division created from vacancies.

Budget Amendment #10: Expenditures-Fire-Operational**FY 2021 Budget Book (Page 80)**

Original Budget	\$ 493,818
Operating Salary (101-11-11-5101)	\$ 20,000
Operating Salary (101-11-11-5117)	<u>\$ 16,100</u>
New Total Expenditures	\$ 529,918

ORDINANCE 2021-05

EXHIBIT A

This amendment was necessary to account for recommendations made through the compensation study and the additional overtime created by the winter storm event. This amendment has no effect on the General Fund's fund balance. The increase in sales tax and the increase in Emergency Management Assistance from FEMA.

Budget Amendment #11: Expenditures-Municipal Court

FY 2021 Budget Book (Page 83)

Original Budget	\$ 337,901
Operating Salary (101-12-00-5101)	\$ 7,800
New Total Expenditures	\$ 345,701

This amendment was necessary to account for recommendations made through the compensation study. This amendment has no effect on the General Fund's fund balance.

Budget Amendment #12: Expenditures-Development Services-Building Inspections

FY 2021 Budget Book (Page 88)

Original Budget	\$ 309,344
Professional Services (101-15-18-5505)	\$ 250,000
New Total Expenditures	\$ 559,344

This amendment is necessary due to the high volume of homes actively under construction and the multiple re-inspections that are being required. This amendment is offset by an increase in Inspection Fees (see budget amendment #1). There is no impact to the General Fund's fund balance with this amendment.

Budget Amendment #13: Expenditures-Public Works-Streets & Drainage

FY 2021 Budget Book (Page 92)

Original Budget	\$ 911,359
Overtime (101-18-15-5117)	\$ 8,385
New Total Expenditures	\$ 919,744

This amendment is the increase to overtime expense that is being reimbursed by FEMA through the Winter Storm Uri declaration. This increase is offset by an increase in Emergency Management Assistance revenue (see budget amendment #1). This has no impact to the General Fund's fund balance.

Budget Amendment #14: Expenditures-Public Works-Building Maintenance

FY 2021 Budget Book (Page 94)

Original Budget	\$ 307,946
Capital Outlay (101-18-20-6000)	\$ 12,000
New Total Expenditures	\$ 319,946

ORDINANCE 2021-05

EXHIBIT A

This amendment is the cost of replacing the HVAC system and upgrading security at the old Senior Center building as the city plans to transition some of the recreational programming into this facility.

Budget Amendment #15: Expenditures-Library

FY 2021 Budget Book (Page 97)

Original Budget	\$ 746,117
Operating Salary (101-21-00-5101)	\$ (47,725)
New Total Expenditures	\$ 698,392

This amendment recognizes the salary savings in the Library created when the director position was vacated, and the current supervisor accepted the director position with no additional hire.

SUMMARY OF GENERAL FUND BY DEPARTMENT		
Organizational	\$130,000	New Expenditures
City Manager	\$34,400	
City Secretary	\$20,450	
Finance	\$15,305	
Human Resources	\$16,576	
Information Technology	\$78,641	
Special Events & Reserv (Recreation)	\$25,000	
Fire	\$36,100	
Municipal Court	\$7,800	
Development Services	\$250,000	
Public Works-Streets	\$8,385	
Public Works-Building Maint.	\$12,000	New Revenue
City Sales Tax	(\$287,172)	
Emergency Management Assistance	(\$24,485)	
Inspection Fees	(\$250,000)	
Recreation Fees	(\$8,400)	
Police-Patrol	(\$20,000)	Salary Saving
Library	(\$47,725)	
Total Net Adjustment	<u>(\$3,125)</u>	

OTHER FUNDS

Budget Amendment #16: Vehicle/Equipment Replacement Fund

FY 2021 Budget Book (Page 153)

Original Budget	\$ 452,192
Vehicle/Equip Replacement Fee (380-00-00-4055)	\$ 64,684
Insurance Proceeds (380-00-00-4810)	<u>\$ 20,235</u>
New Total Revenue	\$ 537,111

Original Budget	\$ 241,800
Capital Outlay (380-00-00-6030)	<u>\$ 30,462</u>
New Total Expenditures	\$ 272,262

This amendment corrects the vehicle/equipment fee revenue, recognizes the insurance proceeds received, and increases the expenses to compensate for the purchase of the replacement vehicle. This amendment increases fund balance \$54,457 due to the increase in total revenue.

Budget Amendment #17: Impact Fund

FY 2021 Budget Book (Page 115)

Original Budget	\$ 907,250
Water Revenue (306-00-00-4199)	\$ 268,605
Wastewater Revenue (306-00-00-4299)	<u>\$ 395,423</u>
New Total Revenue	\$ 1,471,278

Original Budget (Water)	\$ 275,250
Elevated Tank (306-50-50-6320)	<u>\$ 74,689</u>
New Total Water Expenditures	\$ 349,939

Original Budget (Wastewater WWTP#3 (306-51-51-6174))	\$ 635,000
	<u>\$ 1,000,000</u>
New Total Wastewater Expenditures	\$ 1,635,000

This amendment recognizes the additional revenue the fund is experiencing from an active development community. We have already exceeded our Impact Fee Revenue year-to-date. The expense increases are to appropriate the necessary amounts to finalize the Elevated Tank project and make available funds for the WWTP#3 project from increased revenue and available fund balance.

ORDINANCE 2021-05
EXHIBIT A

Budget Amendment #18: Bastrop Power & Light

FY 2021 Budget Book (Page 102-103)

Original Budget	\$ 7,427,450
Winter Storm 2021 (404-60-00-5910)	<u>\$ 928,395</u>
New Total Expenditures	<u>\$ 8,355,845</u>

This amendment is to recognize the LCRA pass-through costs that were created from the Winter Storm URI. Because of the funds healthy reserve, we can absorb this cost from fund balance and stay over our fund balance reserve of 35%. This will be discussed further at the May 14th budget retreat when the five-year forecast is presented.

Budget Amendment #19: Hunter's Crossing Public Improv. District

FY 2021 Budget Book (Page 150)

Original Budget	\$ 513,031
Other Income (710-00-00-4313)	<u>\$ 67,000</u>
New Total Revenue	<u>\$ 580,031</u>

Original Budget	\$ 480,025
Maintenance and Operations (710-00-00-5300)	<u>\$ 21,000</u>
New Total Expenditures	<u>\$ 501,025</u>

This amendment is to recognize additional revenue received from the City of Bastrop Water/Wastewater Department for a Right-of-Way Easement related to the Westside Collection System Project. The increase in expenses is to cover the erosion project and the repair to the collapsed rock wall at the entrance of the subdivision. This amendment was taken to the Local Government Corporation Board on February 24, 2021 where it was voted on unanimously. This amendment will increase the fund balance of the Fund by \$46,000.

Budget Amendment #20: Water/Wastewater Fund

FY 2021 Budget Book (Page 108 & 111)

Original Budget	\$ 6,572,900
Other Revenue (202-00-00-4256)	<u>\$ 14,265</u>
New Total Revenue	<u>\$ 6,587,165</u>

Original Budget	\$ 1,005,587
Overtime (202-35-43-5117)	<u>\$ 14,265</u>
New Total Expenditures	<u>\$ 1,019,852</u>

This amendment is the increase to overtime expense and an increase to revenue that is being reimbursed by FEMA through the Winter Storm Uri declaration.

Budget Amendment #21: Hotel Occupancy Tax Fund**FY 2021 Budget Book (Page 120)**

Original Budget	\$ 1,776,951
Visit Bastrop (501-80-00-5576)	<u>\$ (132,000)</u>
New Total Expenditures	\$ 1,644,951

This amendment is to decrease the appropriated budget for Visit Bastrop. In a City Council meeting held April 13, 2021, the City Council gave the CFO consensus that they would be looking for a \$66,000 decrease as a part of this budget amendment. In a City Council meeting held April 27, 2021, the City Council approved on first reading an additional \$66,000 to the decrease due to additional grant funds received by Visit Bastrop.

ALL FUND SUMMARY FY 2020-2021

	GENERAL FUND	DEBT SERVICE FUNDS	HOTEL TAX FUND	SPECIAL REVENUE FUNDS	WATER/ WASTEWATER FUNDS	BP&L FUND	CAPITAL IMPROVEMENT FUNDS	INTERNAL SERVICE FUND	ECONOMIC DEVELOPMENT CORP	TOTAL ALL FUNDS
AUDITED BEGINNING FUND BALANCES	\$ 4,115,621	\$ 258,520	\$ 2,896,369	\$ 2,687,452	\$ 4,134,842	\$ 3,915,646	\$ 23,103,084	\$ 2,829,396	\$ 5,409,325	\$ 49,350,255
REVENUES:										
AD VALOREM TAXES	4,039,083	2,051,124		-	-	-	-			6,090,207
SALES TAXES	5,554,104			-	-	-	-		2,611,200	8,165,304
FRANCHISE & OTHER TAXES	486,000		2,264,400	23,500	-	-	-			2,773,900
LICENSES & PERMITS	1,193,000		-	-	-	-	-			1,193,000
SERVICE FEES	679,550		181,500	2,173,709	6,545,900	7,110,050	-	435,876	177,370	17,303,955
FINES & FORFEITURES	335,200			12,800	-	-	-			348,000
INTEREST	30,000	20,000	25,000	24,850	25,600	30,000	109,293	16,000	35,000	315,743
INTERGOVERNMENTAL	283,551	249,802	62,312	731,851	14,265	-	150,000		1,030,000	2,521,781
OTHER	40,000		-	109,383	7,000	14,000	1,365	20,235	100,000	291,983
TOTAL REVENUES	12,640,488	2,320,926	2,533,212	3,076,093	6,592,765	7,154,050	260,658	472,111	3,953,570	39,003,873
OTHER SOURCES										
Other Financing Sources	-						1,000,000			1,000,000
Interfund Transfers	590,750	542,255	-	-	3,080,425	-	1,666,894	65,000		5,945,324
TOTAL REVENUE & OTHER SOURCES	13,231,238	2,863,181	2,533,212	3,076,093	9,673,190	7,154,050	2,927,552	537,111	3,953,570	45,949,197
TOTAL AVAILABLE RESOURCES	\$ 17,346,859	\$ 3,121,701	\$ 5,429,581	\$ 5,763,545	\$ 13,808,032	\$ 11,069,696	\$ 26,030,636	\$ 3,366,507	\$ 9,362,895	\$ 95,299,452
EXPENDITURES:										
GENERAL GOVERNMENT	5,237,364			15,000	-	-	356,788			5,609,152
PUBLIC SAFETY	4,719,607			50,000	-	-	15,032			4,784,639
DEVELOPMENT SERVICES	1,187,127			-	-	-	-			1,187,127
COMMUNITY SERVICES	1,832,035		-	255,778	-	-	-			2,087,813
UTILITIES				15,000	4,107,961	7,234,857	-			11,357,818
DEBT SERVICE		2,997,157		-	2,174,352	168,238	453,067		447,012	6,239,826
ECONOMIC DEVELOPMENT	126,651		2,120,757	-	-	-	319,055		2,209,079	4,775,542
CAPITAL OUTLAY				2,568,040	518,900	300,000	24,858,038	272,262	2,475,000	30,992,240
TOTAL EXPENDITURES	13,102,784	2,997,157	2,120,757	2,903,818	6,801,213	7,703,095	26,001,980	272,262	5,131,091	67,034,157
OTHER USES										
Interfund Transfers	645,894	-	542,255	898,250	2,185,176	652,750	1,021,000	-	-	5,945,324
TOTAL EXPENDITURE & OTHER USES	13,748,678	2,997,157	2,663,012	3,802,068	8,986,389	8,355,845	27,022,980	272,262	5,131,091	72,979,481
ENDING FUND BALANCES	\$ 3,598,181	\$ 124,544	\$ 2,766,569	\$ 1,961,477	\$ 4,821,643	\$ 2,713,851	\$ (992,344)	\$ 3,094,245	\$ 4,231,804	\$ 22,319,971



STAFF REPORT

MEETING DATE: May 11, 2021

AGENDA ITEM: 10C

TITLE:

Consider action to approve Resolution No. R-2021-48 of the City Council of the City of Bastrop, Texas approving a Public Improvement Plan Agreement with Hunt Communities for The Colony MUD 1C Section 4, as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Jennifer C. Bills, Assistant Planning Director

BACKGROUND/HISTORY:

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

POLICY EXPLANATION:

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

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

FUNDING SOURCE:

N/A

RECOMMENDATION:

The Planning Director recommends City Council consider action to approve Resolution No. R-2021-48 of the City Council of the City of Bastrop, Texas approving a Public Improvement Plan Agreement with Hunt Communities for The Colony MUD 1C Section 4, 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-2021-48
- Exhibit A – The Colony MUD 1C Section 4 Public Improvement Plan Agreement
- Attachment 1 - Engineer's Cost Estimates

RESOLUTION NO. R-2021-48

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING A PUBLIC IMPROVEMENT PLAN AGREEMENT WITH HUNT COMMUNITIES BASTROP, LLC FOR THE COLONY MUD 1C, SECTION 4, 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 Hunt Communities Bastrop, LLC has an approved Preliminary Plat and Public Improvement Plan for the construction of a single-family subdivision; and

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

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

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

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 11th day of May, 2021.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

CITY OF BASTROP, TEXAS
Public Improvement Plan Agreement

THE COLONY MUD 1C SECTION 4

The State of Texas

County of Bastrop

WHEREAS, HUNT COMMUNITIES BASTROP, LLC., hereinafter referred to as, "Developer", is the developer of the following described property and desires to make certain improvements to the following lots and blocks in THE COLONY MUD 1C SECTION 4, a development in the City of Bastrop ETJ, Texas: being 65 LOTS AND 4 BLOCKS; and

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That said Developer, acting herein by and through RICK NEFF, its duly authorized officer, and the City, acting herein by and through PAUL A. HOFMANN, its City Manager, for and in consideration of the covenants and agreements herein performed and to be performed, do hereby covenant and agree as follows regarding assurance of construction of sanitary sewer facilities (MUD Facility – Provided to MUD), streets (Bastrop County - Included), drainage (MUD Facility – Provided to MUD), street lights and street signs (Bastrop County - Included), and park/trail improvements (MUD Facility – Provided to MUD); summary of applicable infrastructure (development) amounts; assurance payments to the City; payment of inspection fees; and miscellaneous provisions relating to the acceptable completion of said construction according to the plans for The Colony MUD 1C Section 4 approved by the City on March 11th, 2021.

Public Improvement Plan Agreement – Colony MUD 1C Section 4

1.00 Assurance of Infrastructure Construction

1.10 Employment of Contractors

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

1.11 Public Infrastructure Construction and Acceptance Process

- a) The Developer and the City agree that a pre-construction meeting will not be held and notice to proceed issued until the payment of the Public Improvement Inspection fees are paid to the City and a copy of the approved plan set provided to the City Construction Manager. The Public Improvement Inspection fees will be two percent (2%) of the total infrastructure costs (water, wastewater, streets, sidewalks, and drainage), per the First Amendment to the Consent Agreement of the Colony Municipal Utility District No. 1 and successor districts.
- b) Upon completion of the Infrastructure, the developer must furnish the City with the following prior to acceptance and release of fiscal guarantee (if provided):
 - 1. As-Built/Record Drawings of Public Improvement Plans in pdf format and in CAD/GIS format;
 - 2. The Developer agrees to require the contractor(s) to furnish the City and County with a two (2) year maintenance bond in the name of the City and County, subject to City approval, for ten percent (10%) of the

Public Improvement Plan Agreement – Colony MUD 1C Section 4

contract price of the public streets, sidewalk, and drainage improvements. The maintenance bond(s) shall be submitted and approved prior to the final acceptance of the improvements;

3. Letter of Concurrence from the Design Engineer.

c) Once these items are provided, the City will provide a Letter of Acceptance from the City Engineer.

d) In order to record the Final Plat, the developer must complete one of the following:

1. Have received a Letter of Acceptance from the City Engineer and MUD; or,
2. Provide fiscal guarantee for 125% of the outstanding Infrastructure (Development) Improvement Costs, with Engineer's Estimate of Probable Costs. This guarantee will not be release until acceptance of the Infrastructure by the City Engineer.

1.12 Payment of Miscellaneous Construction Costs

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

1.13 Compliance with Tree Preservation Ordinance

The Developer is responsible to fully comply with the requirements of the consent agreement relating to tree preservation.

Public Improvement Plan Agreement – Colony MUD 1C Section 4

2.00 Infrastructure (Development) Improvement Costs

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

2.10 Sanitary Sewer Improvements (MUD Facility-Provided to MUD)

Fiscal guarantees will be provided to the Colony Municipal Unity District or City, or through an agreement with the MUD consistent with the estimates for the improvements as attached in Exhibit A.

	Full Project Cost	Assurance Amount	City Participation
Water Facilities	\$170,012.80	\$212,516.00	\$0.00
Sanitary Sewer Facilities	\$115,385.00	\$144,231.25	\$0.00
Total Construction Cost	\$285,397.80	\$356,747.25	\$0.00

2.20 Drainage Improvements (MUD Facility-Provided to MUD)

Fiscal guarantees will be provided to the Colony Municipal Unity District or City, or through an agreement with the MUD consistent with the estimates for the improvements as attached in Exhibit A.

	Full Project Cost	Assurance Amount	City Participation
Storm Drainage Facilities	\$168,728.22	\$210,910.28	\$0.00

2.30 Street Improvements (Bastrop County- Included)

Fiscal guarantees will be provided to the City consistent with the estimates for the improvements below as attached in Exhibit A. The distribution of costs between

Public Improvement Plan Agreement – Colony MUD 1C Section 4

the City and the Developer for all street improvements are as follows:

	Full Project Cost	Assurance Amount	City Participation
Streets & Sidewalks	\$642,983.89	\$803,729.86	\$0.00
Erosion Control Items	\$36,691.75	\$45,864.69	\$0.00
Total Construction Cost	\$679,675.64	\$849,594.55	\$0.00

2.40 Summary of Infrastructure (Development) Assurance Amounts

	Final Assurance Amount
Utility Facilities	\$356,747.25
Storm Drainage Facilities	\$210,910.28
Streets & Sidewalks/Erosion Control Improvements	\$849,594.55
Total Development Assurance Amounts	\$1,417,252.08

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

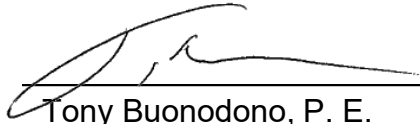
Percentage Final of Construction Improvement

		Construction Cost Amount	Inspection Fee
Streets, Sidewalks & Erosion Control Improvements	2.0%	\$679,675.64	\$13,593.51
Water	2.0%	\$170,012.80	\$3,400.26
Wastewater	2.0%	\$115,385.00	\$2,307.70
Drainage	2.0%	\$168,728.22	\$3,374.56
Payment to the City			\$22,676.03

Public Improvement Plan Agreement – Colony MUD 1C Section 4

The final construction amount is **\$1,133,801.66**, and the Public Improvement Inspection fee amount is **\$22,676.03**.

RECOMMENDED:

	5/3/2021
Tony Buonodono, P. E. City Engineer	Date

Public Improvement Plan Agreement – Colony MUD 1C Section 4

3.00 Miscellaneous Improvements

3.10 Drainage Operation and Maintenance Plan (MUD Facility)

N/A

3.10 Sidewalks (Bastrop County- Included)

The Developer shall be responsible for installing sidewalks along rights-of-way on open space lots and other lots that will not contain single family residential units within Colony MUD 1C Section 4 as shown on the approved Public Improvement Plans. All sidewalks shall be in compliance with the County's Master Transportation Plan, and conform to the City of Bastrop Standard Construction Details.

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

N/A

3.30 Street Lights (MUD/HOA Facility)

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

3.40 Street Name and Regulatory Signs (Bastrop County)

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

Public Improvement Plan Agreement – Colony MUD 1C Section 4

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

RECOMMENDED:



Curtis Hancock
Public Works Director

Date

3.50 Land Dedication

N/A

3.60 Impact Fees (MUD Facility)

N/A

4.00 Miscellaneous Provisions

4.10 Bonds

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

4.20 Public Liability

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

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

Public Improvement Plan Agreement – Colony MUD 1C Section 4

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.

Public Improvement Plan Agreement – Colony MUD 1C Section 4

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 201.001 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

Public Improvement Plan Agreement – Colony MUD 1C Section 4

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

Public Improvement Plan Agreement – Colony MUD 1C Section 4

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 **Colony MUD 1C Section 4**, the public streets and sidewalks shall become the property of the County pending Commissioners Court approval.

4.60 Assignment

This agreement, any part hereof, or any interest herein shall not be assigned by the Developer without written consent of the City Manager, said consent shall not be unreasonably withheld, and it is further agreed that such written consent will not be granted for the assignment, transfer, pledge and/or conveyance of any refunds due or to become due to the Developer except that such assignment, transfer, pledge and/or conveyance shall be for the full amount of the total of all such refunds due or to become due hereunder nor shall assignment release assignor or assignee from any and all Development assurances and responsibilities set forth herein.

4.70 Conflicts

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

Public Improvement Plan Agreement – Colony MUD 1C Section 4

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

IN TESTIMONY WHEREOF, the City of Bastrop has caused this instrument to be executed in duplicate in its name and on its behalf by its City Manager, attested by its City Secretary, with the corporate seal of the City affixed, and said Developer has executed this instrument in duplicate, at the City of Bastrop, Texas this the ____ day of _____, **2021**.

THE COLONY MUD 1C SECTION 4

City of Bastrop, Texas



Rick Neff
Hunt Communities Bastrop, LLC.

Paul A. Hofmann
City Manager

ATTEST:

Ann Franklin
City Secretary

Date

APPROVED AS TO FORM AND LEGALITY:

Alan Bojorquez
City Attorney

Date

Distribution of Originals:

Developer
City Secretary
Planning and Development Department

CARLSON, BRIGANCE DOERING, INC.

Firm Id # 3791

The COLONY M.U.D. 1C SECTION 4

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

APRIL 2021

ENGINEER'S COST ESTIMATE

EXHIBIT A

DESCRIPTION	QUANTITY	UNIT	COST	AMOUNT
I. STREET ITEMS				
Street Excavation/Embankment R.O.W. to R.O.W., complete and in place per square yard	12,574	SY	\$7.00	\$88,017.22
Subgrade Preparation, 3' to 3' Back of Curb, complete and in place per square yard	8,550	SY	\$7.00	\$59,851.71
8" Lime Stabilized Subgrade, 3' to 3' Back of Curb, complete and in place per square yard	8,550	SY	\$7.50	\$64,126.83
8" Base, 3' to 3' Back of Curb, complete and in place per square yard	8,550	SY	\$11.00	\$94,052.69
2" HMA, Lip to Lip, complete and in place per square yard	6,287	SY	\$12.00	\$75,443.33
6" Stand Up Curb and Gutter, complete and in place per linear foot	4,527	LF	\$16.00	\$72,425.60
Common Area 4' Sidewalks, complete and in place per linear foot	4,215	LF	\$25.00	\$105,386.50
ADA Ramps, complete and in place per each	6	EA	\$1,300.00	\$7,800.00
Street Light, complete and in place per each	8	EA	\$7,800.00	\$62,400.00
Street Signs complete and in place per each	4	EA	\$500.00	\$2,000.00
4" SCH 40 PVC Conduit complete and in place per each	532	LF	\$7.50	\$3,990.00
6" SCH 40 PVC Conduit complete and in place per each	266	LF	\$15.00	\$3,990.00
Pavement Striping complete and in place per each	1	LS	\$3,500.00	\$3,500.00
SUBTOTAL STREETS ITEMS				\$642,983.89

II. DRAINAGE ITEMS	QUANTITY	UNIT	COST	AMOUNT
18" R.C.P., complete and in place per linear foot	1,347	LF	\$45.00	\$60,636.15
24" R.C.P., complete and in place per linear foot	287	LF	\$55.00	\$15,808.10
30" R.C.P., complete and in place per linear foot	224	LF	\$75.00	\$16,824.75
10' inlets w/ curb transition, complete and in place per each	14	EA	\$4,400.00	\$61,600.00
4' Storm Sewer Manhole, complete and in place per each	3	EA	\$4,000.00	\$12,000.00
Trench Safety, complete and in place per linear foot	1,859	LF	\$1.00	\$1,859.22
SUBTOTAL DRAINAGE ITEMS:				\$168,728.22

III. WATER ITEMS	QUANTITY	UNIT	COST	AMOUNT
8" C-900 DR-14, complete and in place per linear foot	2,257	LF	\$45.00	\$101,556.00
5 1/4" Fire Hydrant Assembly, complete and in place per each	4	EA	\$3,500.00	\$14,000.00
6" Gate Valve, complete and in place per each	4	EA	\$1,250.00	\$5,000.00
8" Gate Valve, complete and in place per each	5	EA	\$2,100.00	\$10,500.00
Single Water Service Assembly, complete and in place per each	9	EA	\$1,150.00	\$10,350.00
Double Water Service Assembly, complete and in place per each	17	EA	\$1,550.00	\$26,350.00
Trench Safety, complete and in place per linear foot	2,257	LF	\$1.00	\$2,256.80
SUBTOTAL WATER ITEMS:				\$170,012.80

CARLSON, BRIGANCE DOERING, INC.

Firm Id # 3791

The COLONY M.U.D. 1C SECTION 4

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

APRIL 2021

IV. WASTEWATER ITEMS	QUANTITY	UNIT	COST	AMOUNT
8" Tie In to Existing, complete and in place per linear foot	1	EA	\$2,200.00	\$2,200.00
8" PVC SDR-26 - All Depths, complete and in place per linear foot	1,129	LF	\$35.00	\$39,506.25
4' Wastewater Manhole, complete and in place per each	9	EA	\$5,000.00	\$45,000.00
Single Wastewater Service (6") Assembly, complete and in place per each	3	EA	\$950.00	\$2,850.00
Double Wastewater Service (6") Assembly, complete and in place per each	19	EA	\$1,300.00	\$24,700.00
Trench Safety, complete and in place per linear foot	1,129	LF	\$1.00	\$1,128.75
SUBTOTAL WASTEWATER ITEMS:				\$115,385.00

V. EROSION CONTROL ITEMS	QUANTITY	UNIT	COST	AMOUNT
Topsoil, complete and in place per square yard	3,407	SY	\$2.50	\$8,518.74
Inlet Protection, complete and in place per each	17	EA	\$150.00	\$2,550.00
Dry Stack Retaining Wall (height<4') Face Ft	746	SF	\$20.00	\$14,920.00
Install and Maintain Silt Fence, complete and in place per linear foot	3,347	LF	\$2.75	\$9,203.01
Stabilized Construction Entrance, complete and in place per each	1	EA	\$1,500.00	\$1,500.00
SUBTOTAL EROSION CONTROL ITEMS:				\$36,691.75

TOTAL UTILITY IMPROVEMENTS ESTIMATE **\$285,397.80**

TOTAL DRAINAGE IMPROVEMENTS ESTIMATE **\$168,728.22**

TOTAL STREETS IMPROVEMENTS ESTIMATE **\$679,675.64**

TOTAL COST ESTIMATE	<u>\$1,133,801.66</u>
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DEVELOPMENT ASSURANCE PERCENTAGE REQUIRED **125%**

TOTAL DEVELOPMENT ASSURANCE AMOUNT	<u>\$1,417,252.08</u>
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STAFF REPORT

MEETING DATE: May 11, 2021

AGENDA ITEM: 11A

TITLE:

Consider and adopt on first and final reading Ordinance No. 2021-04 as an emergency measure ratifying temporary Emergency Orders enacted by the Mayor in her capacity as Emergency Management Director in regards to the current Local State of Disaster, for the immediate preservation of the public peace, health or safety.

AGENDA ITEM SUBMITTED BY:

Paul A. Hofmann, City Manager

BACKGROUND/HISTORY

A declaration of local disaster and public health emergency includes the ability to take measures to reduce the possibility of exposure to disease, control the risk, prevent the spread of the disease, and promote the health and safety of individuals in the City of Bastrop; and

FISCAL IMPACT:

N/A

RECOMMENDATION:

Recommend adopting on first and final reading Ordinance No. 2021-04 as an emergency measure ratifying temporary Emergency Orders enacted by the Mayor in her capacity as Emergency Management Director in regards to the current Local State of Disaster, for the immediate preservation of the public peace, health or safety.

ATTACHMENTS:

- Ordinance No. 2021-04

EMERGENCY ORDINANCE 2021-04

AN EMERGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, CONFIRMING AND RATIFYING THE EMERGENCY ORDERS ISSUED BY THE MAYOR AS THE EMERGENCY MANAGEMENT DIRECTOR, AS DESCRIBED IN EXHIBIT A; PROVIDING FOR FINDINGS OF FACT, REPEALER, SEVERABILITY, ENFORCEMENT, AND PENALTY; ESTABLISHING AN EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, the novel coronavirus (COVID-19) has been recognized globally as a contagious respiratory virus; and

WHEREAS, on March 13, 2020, Texas Governor Greg Abbott declared a State of Disaster for all counties in Texas, and the President of the United States of America declared a national emergency in relation to COVID-19; and

WHEREAS, on March 16, 2020, the Mayor issued a Declaration of Local Disaster to allow the City of Bastrop to take measures to reduce the possibility of exposure to COVID-19 and promote the health and safety of Bastrop residents; and

WHEREAS, Section 418.108 of the Texas Government Code provides that a declaration of local disaster activates the City's Emergency Management Plan; and

WHEREAS, in furtherance of the declaration of local disaster, the Mayor issued certain orders pursuant to Chapter 418 of the Texas Government Code; and

WHEREAS, Section 3.15(b) of the Bastrop City Charter allows the City Council to adopt an emergency ordinance relating to the immediate preservation of the public peace, health or safety, and such emergency ordinances shall take effect immediately upon adoption and execution without a second consideration; and

WHEREAS, Section 54.001 of the Texas Local Government Code generally provides the maximum penalties for violations of municipal ordinances, rules, or police regulations; and

WHEREAS, Section 418.173 of the Texas Government Code provides that a local emergency management plan may provide that failure to comply with the plan or with a rule, order, or ordinance adopted under the plan is an offense punishable by a fine not to exceed \$1,000 or confinement in jail for a term not to exceed 180 days; and

WHEREAS, the City Council of the City of Bastrop, Texas, finds it reasonable and necessary for the protection of the health and safety of the residents of the City of Bastrop to confirm and ratify the orders issued by the Mayor pursuant to Chapter 418 of the Texas Government Code, as described in **Exhibit A**; and

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

SECTION 1. FINDINGS OF FACT: The foregoing recitals are incorporated into this Emergency Ordinance by reference as findings of fact as if expressly set forth herein.

SECTION 2. CONFIRMATION & RATIFICATION: The City Council of the City of Bastrop, Texas, in accordance with the authority vested in the governing body of the City of Bastrop, Texas, by Section 418.108 of the Texas Government Code, hereby confirms and ratifies the emergency orders issued by the Mayor in furtherance of the declaration of local disaster, as described in **Exhibit A**.

SECTION 3. PUBLIC NOTICE: The City Secretary is hereby directed to give prompt and general publicity to this Emergency Ordinance.

SECTION 4. CONFLICTS: In the case of any conflict between other provisions of this Emergency Ordinance and any existing Ordinance of the City, the provisions of this Emergency Ordinance will control.

SECTION 5. SEVERABILITY: If any provision of this Emergency Ordinance or the application thereof to any person or circumstance is held invalid, that invalidity or the unenforceability will not affect any other provisions or applications of this Emergency Ordinance that can be given effect without the invalid provision.

SECTION 6. ENFORCEMENT: The City shall have the power to administer and enforce the provisions of this Emergency Ordinance as may be required by governing law. Any person violating any provision of this Emergency Ordinance violates Section 1.08.011 of the Bastrop City Code. In accordance with Section 418.173 of the Texas Government Code, a violation is a misdemeanor punishable by a fine not to exceed \$1,000 or confinement in jail for a term not to exceed 180 days. Nothing in this ordinance shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this ordinance and to seek remedies as allowed by law and/or equity.

SECTION 7. EFFECTIVE DATE: In accordance with Section 3.15(b) of the Bastrop City Charter, this Emergency Ordinance shall be *effective immediately* upon passage.

SECTION 8. OPEN MEETING: It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

READ, ACKNOWLEDGED & APPROVED on the First & Final Reading on this, the 11th day of May 2021.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Exhibit A



STAFF REPORT

MEETING DATE: May 11, 2021

AGENDA ITEM: 11B

TITLE:

Consider action to approve Resolution No. R-2021-47 of the City Council of the City of Bastrop, Texas, authorizing the expenditure of Bastrop Economic Development Corporation funds to engage Terracon to conduct a Geotechnical Study and a Phase I Environmental Site Assessment in the southern portion of the Bastrop Business and Industrial Park in an amount not to exceed twenty-eight thousand dollars (\$28,000.00); and providing an effective date.

AGENDA ITEM SUBMITTED BY:

Jean Riemenschneider, BEDC Project Manager

BACKGROUND/HISTORY:

The BEDC is seeking approval of the expenditure of \$28,000 to fund two studies that will be performed by Terracon. The first study is a Geotechnical Study at a cost of \$20,500, and the second is a Phase I Environmental Site Assessment in the amount of \$2,800. Both are for the southeastern portion of the Bastrop Business and Industrial Park. These studies are the first step required to prepare the property to become “shovel-ready”, which is typically what site selectors and business prospects need, as it reduces the amount of time necessary to start their project. As noted in the BEDC’s Strategic Plan, “because speed to market is important, communities with ready to market properties have an advantage.”

POLICY EXPLANATION:

The Terracon studies are authorized under Texas Local Government Code 501.103 entitled “Certain Infrastructure Improvement Projects”, “project” includes expenditures found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to: (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements. The two Terracon studies are being conducted as the first step toward site improvements in the Bastrop Business and Industrial Park. The expenditure requires Council approval.

FISCAL IMPACT:

Approved by Bastrop EDC Board on April 19, 2021, in the amount of \$28,000 to cover any additional costs associated with the studies (e.g., land clearing, utility location, etc.).

RECOMMENDATION:

Recommend approval of Resolution No. R-2021-47 of the City Council of the City of Bastrop, Texas, authorizing the expenditure of Bastrop Economic Development Corporation funds to engage Terracon to conduct a Geotechnical Study and a Phase I Environmental Site Assessment in the southern portion of the Bastrop Business and Industrial Park in an amount not to exceed twenty-eight thousand dollars (\$28,000.00); and providing an effective date.

ATTACHMENTS:

Draft Resolution R-2021-47

Signed BEDC Resolution R-2021-0007
Draft Professional Services Agreement with Terracon



RESOLUTION NO. R-2021-47

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AUTHORIZING THE EXPENDITURE OF BASTROP ECONOMIC DEVELOPMENT CORPORATION FUNDS TO ENGAGE TERRACON TO CONDUCT A GEOTECHNICAL STUDY AND A PHASE I ENVIRONMENTAL SITE ASSESSMENT IN THE SOUTHERN PORTION OF THE BASTROP BUSINESS AND INDUSTRIAL PARK IN AN AMOUNT NOT TO EXCEED TWENTY-EIGHT THOUSAND DOLLARS (\$28,000.00); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Bastrop Economic Development Corporation ("BEDC") is a public instrumentality and non-profit industrial development corporation duly established and operating under Local Government Code, Chapters 501 and 505, *et seq.*, as amended, known as the Development Corporation Act of 1979 (the "Act"), and is acting with the approval of the governing body of the City of Bastrop, Texas (the "City"); and

WHEREAS, to fulfill its public purpose in attracting qualifying projects under Texas Local Government Code, Chapters 501 and 505, *et seq.*, as amended, the BEDC requires certain professional services, including without limitation, the contracting with and hiring of a firm to perform certain property studies; and

WHEREAS, the BEDC is the current property owner of most of the property ("Property") located in the Bastrop Business and Industrial Park; and

WHEREAS, the BEDC wishes to prepare certain portions of the property for potential future economic development; and

WHEREAS, Terracon has provided the BEDC with a proposal to provide Preliminary Geotechnical Engineering services in the amount of \$20,500 and a Phase 1 Environmental Site Assessment in the amount of \$2,800; and

WHEREAS, Section 501.103 of the Local Government Code authorizes an economic development corporation to expend funds on certain infrastructure improvement projects found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, including costs for site improvements; and

WHEREAS, the BEDC Board of Directors met on April 19, 2021, and took formal action to support and provide funds for the professional services by BEDC Resolution R-2021-0007; and

WHEREAS, the City has reviewed the April 19, 2021, actions of the BEDC related to the professional services noted herein below, has considered, and evaluated that project, and has found it meritorious of the Council's approval.

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

Section 1. The City Council of the City of Bastrop, Texas, hereby approves the expenditure for professional services in an amount not to exceed \$28,000, and the Resolution R-2021-0007 passed by the BEDC Board of Directors on April 19, 2021.

Section 2. The City Manager is hereby authorized to convey a copy of this Resolution of approval, as appropriate.

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 11th day of May 2021.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION APPROVING THE TERMS OF A PROFESSIONAL SERVICES AGREEMENT WITH TERRACON; AUTHORIZING ALL NECESSARY ACTIONS, INCLUDING EXECUTION OF NECESSARY DOCUMENTATION; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Bastrop Economic Development Corporation ("BEDC") is a public instrumentality and non-profit industrial development corporation duly established and operating under Local Government Code, Chapters 501 and 505, *et seq.*, as amended, known as the Development Corporation Act of 1979 (the "Act"), and is acting with the approval of the governing body of the City of Bastrop, Texas (the "City"); and

WHEREAS, to fulfill its public purpose in attracting qualifying projects under Texas Local Government Code, Chapters 501 and 505, *et seq.*, as amended, the BEDC requires certain professional services, including without limitation, the contracting with and hiring of an engineering firm to perform certain property studies; and

WHEREAS, the BEDC is the current property owner of the majority of property ("Property") located in the Bastrop Business and Industrial Park; and

WHEREAS, the BEDC wishes to prepare certain portions of the property for potential future economic development; and

WHEREAS, the initial steps in preparing the property for sale are a Geotechnical Study and a Phase 1 Environmental Site Assessment; and

WHEREAS, Terracon has provided the BEDC with a proposal to provide Preliminary Geotechnical Engineering services in the amount of \$20,500 and a Phase 1 Environmental Site Assessment in the amount of \$2,800; and

WHEREAS, after careful evaluation and consideration by the Board, it has determined that these services and this support can be provided most beneficially, efficiently and economically under a Professional Services Agreement ("PSA") with Terracon to be executed by the Interim Chief Executive Officer or Board Vice Chair on behalf of the BEDC.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION THAT:

SECTION 1. The findings set out above are hereby found to be true and correct and are incorporated herein for all purposes.

SECTION 2. The Board hereby finds that the provision of certain professional services is necessary for the BEDC's proper attraction and advancement of qualifying projects under Texas Local Government Code, Chapters 501 and 505, *et seq.*, as amended, and hereby authorizes the Interim Chief Executive Officer or Vice Chair to enter into a Professional Services Agreement with Terracon to be approved by BEDC's attorney, in a combined amount not to exceed \$28,000 upon affirmative approval of the City Council of the City of Bastrop as required by the applicable statutes.

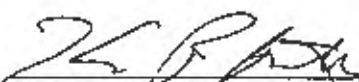
RESOLUTION NO. R-2021-0007

Bastrop as required by the applicable statutes.

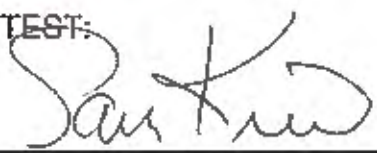
SECTION 3. This Resolution is effective upon passage.

DULY RESOLVED AND ADOPTED by the Board of Directors of the Bastrop Economic Development Corporation, this 1st day of April 2021.

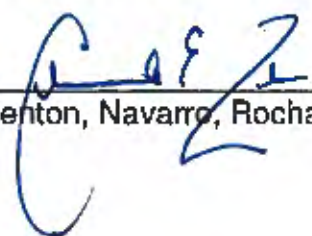
**BASTROP ECONOMIC
DEVELOPMENT CORPORATION**


Kevin Plunkett, Board Vice Chair

ATTEST:


Sam Kier, Board Secretary

APPROVED AS TO FORM:


Denton, Navarro, Rocha, Bernal & Zech, P.C.

RESOLUTION NO. R-2021-0007

Exhibit "A"

Professional Services Agreement with Terracon

CITY OF BASTROP ECONOMIC DEVELOPMENT CORPORATION

STANDARD PROFESSIONAL SERVICES AGREEMENT

THE STATE OF TEXAS §
 §
BASTROP COUNTY §

This Professional Services Agreement (“Agreement”) is made and entered by and between the City of Bastrop Economic Development Corporation (the “BEDC”), a Texas non-profit industrial development corporation, and Terracon Consultants (“Professional”) (individually referred to herein as a “Party” and collectively as “Parties”).

Section 1. Duration.

This Agreement shall become effective on the date of the last signing by a Party to the Agreement and shall remain in effect until satisfactory completion of the Scope of Work unless terminated as provided for in this Agreement.

Section 2. Scope of Work.

- (A) Professional shall perform the Services as more particularly described in the Scope of Work attached hereto as Exhibit “A”. The work as described in the Scope of Work constitutes the “Project”. Unless otherwise provided in the Scope of Work, the anticipated submittal of all Project deliverables is immediately upon completion of the Project.
- (B) The Quality of Services provided under this Agreement shall be performed with the professional skill and care ordinarily provided by competent Professionals practicing in the same or similar locality and under the same or similar circumstances and professional license, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent Professional holding the same professional license. EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, PROFESSIONAL MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO PROFESSIONAL’S SERVICES AND PROFESSIONAL DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- (C) The Professional shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- (D) The Professional may rely upon the accuracy of reports and surveys provided to it by the BEDC except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

Section 3. Compensation.

- (A) The Professional shall be paid in the manner set forth in Exhibit “B” and as provided herein.

- (B) *Billing Period:* The Professional may submit monthly, or less frequently, an invoice for payment based on the estimated completion of the described tasks and approved work schedule. Subject to Chapter 2251, Texas Government Code (the “Prompt Payment Act”), payment is due within thirty (30) days of the BEDC’s receipt of the Professional’s invoice. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act.
- (C) *Reimbursable Expenses:* Any and all reimbursable expenses related to the Project shall be accounted for in Exhibit “B”.

Section 4. Changes to the Project Work; Additional Work.

- (A) *Changes to Work:* Professional shall make such revisions to any work that has been completed as are necessary to correct any errors or omissions as may appear in such work. If the BEDC finds it necessary to make changes to previously satisfactorily completed work or parts thereof, the Professional shall make such revisions if requested and as directed by the BEDC and such services will be considered as additional work and paid for as specified under the following paragraph.
- (B) *Additional Work:* The BEDC retains the right to make changes to the Scope of Work at any time by a written order. Work that is clearly not within the general description of the Scope of Work and does not otherwise constitute special services under this Agreement must be approved in writing by the BEDC by supplemental agreement before the additional work is undertaken by the Professional. If the Professional is of the opinion that any work is beyond that contemplated in this Agreement and the Scope of Work governing the project and therefore constitutes additional work, the Professional shall promptly notify the BEDC of that opinion, in writing. If the BEDC agrees that such work does constitute additional work, then the BEDC and the Professional shall execute a supplemental agreement for the additional work and the BEDC shall compensate the Professional for the additional work on the basis of the rates contained in the Scope of Work. If the changes deduct from the extent of the Scope of Work, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement. Any work undertaken by Professional not previously approved as additional work shall be at risk of the Professional.

Section 5. Time of Completion.

The prompt completion of the services under the Scope of Work is critical to the BEDC. Unnecessary delays in providing services under a Scope of Work shall be grounds for dismissal of the Professional and termination of this Agreement without any or further liability to the BEDC other than a prorated payment for necessary, timely, and conforming work done by Professional prior to the time of termination. The Scope of Work shall provide, in either calendar days or by providing a final date, a time of completion prior to which the Professional shall have completed all tasks and services described in the Scope of Work.

Section 6. Insurance.

Before commencing work under this Agreement, Professional shall obtain and maintain the liability insurance provided for in attached Exhibit “C” throughout the term of this Agreement and thereafter as required herein.

In addition to the insurance provided for in Exhibit “C”, Professional shall maintain the following limits and types of insurance:

Workers Compensation Insurance: The Professional shall carry and maintain during the term of this Agreement, workers compensation and employers liability insurance meeting the requirements of the State of Texas on all the Professional’s employees carrying out the work involved in this contract.

General Liability Insurance: The Professional shall carry and maintain during the term of this Agreement, general liability insurance on a per occurrence basis with limits of liability not less than \$1,000,000 for each occurrence and for fire damage. For Bodily Injury and Property Damage, coverage shall be no less than \$1,000,000. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be \$2,000,000. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Professional or its employees carrying out the work involved in this Agreement. The general aggregate shall be no less than \$2,000,000.

Automobile Liability Insurance: Professional shall carry and maintain during the term of this Agreement, automobile liability insurance with either a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage or split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Professional or its employees.

Subcontractor: In the case of any work sublet, the Professional shall require subcontractor and independent contractors working under the direction of either the Professional or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Professional.

Qualifying Insurance: The insurance required by this Agreement shall be written by a non-assessable insurance company authorized to do business in the State of Texas and currently rated "B+" or better by the A.M. Best Companies. All policies shall be written on a "per occurrence basis" and not a "claims made" form.

Evidence of such insurance shall be attached as Exhibit "D".

Section 7. Miscellaneous Provisions.

- (A) *Subletting.* The Professional shall not sublet or transfer any portion of the work under this Agreement or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by the BEDC, which approval shall not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of the BEDC in the subletting of any work shall not relieve the Professional of any responsibility for work done by such subcontractor.
- (B) *Ownership of Documents.* Upon completion or termination of this Agreement, all documents prepared by the Professional or furnished to the Professional by the BEDC shall be delivered to and become the property of the BEDC. All drawings, charts, calculations, plans, specifications and other data, including electronic files and raw data, prepared under or pursuant to this Agreement, shall be made available, upon request, to the BEDC without restriction or limitation on the further use of such materials; PROVIDED, HOWEVER, THAT SUCH MATERIALS ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY THE BEDC OR OTHERS. ANY REUSE WITHOUT PRIOR VERIFICATION OR ADAPTATION BY THE PROFESSIONAL FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE BEDC'S SOLE RISK AND WITHOUT LIABILITY TO THE PROFESSIONAL. Where applicable, Professional shall retain all pre-existing proprietary rights in the materials provided to the BEDC but shall grant to the BEDC a non-exclusive, perpetual, royalty-free license to use such proprietary information solely for the purposes for which the information was provided. The Professional may, at Professional's expense, have copies made of the documents or any other data furnished to the BEDC under or pursuant to this Agreement.
- (C) *Professional's Seal.* To the extent that the Professional has a professional seal, it shall be placed on all documents and data furnished by the Professional to the BEDC. All work and services provided under this Agreement will be performed in a good and workmanlike fashion and shall conform to the accepted standards and practices of the Professional's industry. The plans, specifications and

data provided by Professional shall be adequate and sufficient to enable those performing the actual work to perform the work as and within the time contemplated by the BEDC and Professional. The BEDC acknowledges that Professional has no control over the methods or means of work nor the costs of labor, materials or equipment. Unless otherwise agreed in writing, any estimates of costs by the Professional are for informational purposes only and are not guarantees.

- (D) *Compliance with Laws.* The Professional shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, workers compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Professional shall furnish the BEDC with satisfactory proof of compliance.
- (E) *Independent Contractor.* Professional acknowledges that Professional is an independent contractor of the BEDC and is not an employee, agent, official or representative of the BEDC. Professional shall not represent, either expressly or through implication, that Professional is an employee, agent, official or representative of the BEDC. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Professional.
- (F) *Non-Collusion.* Professional represents and warrants that Professional has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the BEDC under this Agreement. Professional further agrees that Professional shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the BEDC pursuant to this Agreement) for any of the services performed by Professional under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Professional, Professional shall immediately report that fact to the BEDC and, at the sole option of the BEDC, the BEDC may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Professional under or pursuant to this Agreement.
- (G) *Force Majeure.* If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.
- (H) In the case of any conflicts between the terms of this Agreement and wording contained within the Scope of Services, this Agreement shall govern. The Scope of Services is intended to detail the technical scope of services, fee schedule, and contract time only and shall not dictate Agreement terms.

Section 8. Termination.

(A) This Agreement may be terminated:

- (1) By the mutual agreement and consent of both Professional and BEDC;
- (2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;
- (3) By the BEDC, immediately upon notice in writing to the Professional, as consequence of the failure of Professional to perform the services contemplated by this Agreement in a timely or satisfactory manner; or
- (4) By the BEDC, at will and without cause upon not less than thirty (30) days written notice to the Professional.

(B) If the BEDC terminates this Agreement pursuant to Section 5 or subsection 8(A)(2) or (3), above, the Professional shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those services that have been timely and adequately performed by the Professional considering the actual costs incurred by the Professional in performing work to date of termination, the value of the work that is nonetheless usable to the BEDC, the cost to the BEDC of employing another Professional to complete the work required and the time required to do so, and other factors that affect the value to the BEDC of the work performed at time of termination. In the event of termination that is not the fault of the Professional, the Professional shall be compensated for all basic, special, and additional services actually performed prior to termination, together with any reimbursable expenses then due.

Section 9. Indemnification. Professional shall indemnify and hold harmless the City of Bastrop, Texas, Economic Development Corporation and its officials, employees and agents (collectively referred to as “Indemnitees”) and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including reasonable attorney’s fees) or liabilities (collectively referred to as “Liabilities”) by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of Services contemplated by this Agreement but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a sub-contractor or supplier committed by Professional or Professional’s agent, consultant under contract, or another entity over which Professional exercises control (whether active or passive) of Professional or its employees, agents or sub-contractors (collectively referred to as “Professional”), (ii) the failure of Professional to comply with any of the paragraphs herein or the failure of Professional to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. Professional expressly agrees to indemnify and hold harmless the Indemnitees, or any one of them, from and against all liabilities which may be asserted by an employee or former employee of Professional, or any of its sub-contractors, as provided above, for which Professional’s liability to such employee or former employee would otherwise be limited to payments under State Workers Compensation or similar laws. Nothing herein shall require Professional to indemnify, defend, or hold harmless any Indemnitee for the Indemnitee’s own negligence or willful misconduct. Any and all indemnity provided for in this Agreement shall survive the expiration of this Agreement and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this Agreement but thereafter so long as any liability could be asserted in regard to any acts or omissions of Professional in performing Services under this Agreement.

For Professional Liability Claims, Professional shall be liable for reasonable defense costs incurred by Indemnitees but only after final adjudication and to the extent and percent that Professional or

Professional's agents are found negligent or otherwise at fault. As used in this Agreement, final adjudication includes any negotiated settlement and release of claims, without limitation as to when a negotiated settlement and release of claims occurs.

Section 10. Notices. Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

Section 11. No Assignment. Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party.

Section 12. Severability. If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

Section 13. Waiver. Either BEDC or the Professional shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

Section 14. Governing Law; Venue. This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Bastrop County, Texas, such that exclusive venue for any action arising out of this Agreement shall be in Bastrop County, Texas.

Section 15. Paragraph Headings; Construction. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

Section 16. Binding Effect. Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

Section 17. Gender. Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

Section 18. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 19. Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 20. Entire Agreement. It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

Section 21. Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

Section 22. Dispute Resolution. The parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than five (5) days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

Section 23. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire. Professional represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code, Conflicts of Interest Questionnaire and Chapter 2252 of the Texas Government Code, Form 1295 Certificate of interested Parties online filing with the Texas Ethics Commission.

Section 24. LIMITATION OF LIABILITY. BEDC AND PROFESSIONAL HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS AGREEMENT, INCLUDING PROFESSIONAL'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF PROFESSIONAL (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO BEDC AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR THE PROFESSIONAL'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF PROFESSIONAL'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM BEDC, PROFESSIONAL MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER PROFESSIONAL'S COMMERCIAL GENERAL LIABILITY POLICY.

Section 25. Consequential Damages. Neither party shall be liable to the other for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, indirect, punitive, or exemplary damages.

Section 26. Site Access and Safety. BEDC shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Professional will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including BEDC's contractors, subcontractors, or other parties present at the site. In addition, Professional retains the right to stop work without penalty at any time Professional believes it is in the best interests of Professional's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. BEDC agrees it will respond quickly to all requests for information made by Professional related to Professional's pre-task planning and risk assessment processes. BEDC acknowledges its responsibility for notifying Professional of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus

Section 27. Subsurface Explorations. Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. BEDC understands Professional's layout of boring and test locations is approximate and that Professional may deviate a reasonable distance from those locations. Professional will take reasonable precautions to reduce damage to the site when performing Services; however, BEDC accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.

Section 28. Utilities. Unless otherwise stated in the Proposal, BEDC shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Professional shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Professional shall not be responsible for damage to subterranean structures or utilities that are not called to Professional's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Professional.

EXECUTED:

BEDC:

By: _____
Name: _____
Title: _____
Date: _____

PROFESSIONAL:

By: _____
Name: Joseph D. Hill
Title: Senior Associate
Date: _____

ADDRESS FOR NOTICE:

BEDC:

Bastrop Economic Development Corporation
Attn: Executive Director
301 Highway 71 West, Suite 214
Bastrop, Texas 78602

PROFESSIONAL:

Terracon Consultants, Inc.
Attn: Joseph D. Hill
6198 Imperial Loop
College Station, Texas 77845

With a copy to:

BEDC Attorney
Bastrop Economic Development Corporation
2517 N. Main Avenue
San Antonio, Texas 78212

Exhibit “A”

SCOPE OF WORK

GEOTECHNICAL SCOPE OF SERVICES

Our Scope of Services is based on our understanding of the project as described by BEDC and the expected subsurface conditions as described below. We have visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are **highlighted as shown below**. We request the design team verify all information prior to our initiation of field exploration activities.

Site Location and Anticipated Conditions

Item	Description
Parcel Information	The project is located at Technology Drive in Bastrop, Texas. Approximately 85 acres 30.093845° N 97.312302° W (approximate) (See Exhibit D)
Existing Improvements¹	There is an existing substation at the southeast corner of the site, a transmission line running east to west through the north portion of the site, and a natural gas pipeline along the western site boundary.
Current Ground Cover¹	Lightly vegetated with scattered trees on the western portion of the site and densely vegetated with brush and trees on the eastern portion of the site.
Existing Topography¹	The elevation at the western edge of the site is approximately 360 feet MSL and gradually increases to approximately 465 feet MSL at the eastern edge of the site.
Site Access	We expect the site, and all exploration locations, are accessible with our truck-mounted drilling equipment. Clearing of paths will be necessary to access boring locations in the densely vegetated areas. We can provide this service for an additional fee.
Expected Subsurface Conditions	Our experience near the vicinity of the proposed development and geologic maps indicates subsurface conditions consist of sandy lean clay and clayey sand with some silt and gravel throughout.

¹ From Google Earth Imagery

Planned Construction

Item	Description
Information Provided	Information was provided by Jean Riemenschneider with BEDC via email on November 12, 2020 and during a follow up phone call on November 13, 2020. A site visit was made on November 18, 2020. The following attachments were also provided: ▪ “Lower 68 ac tract.pdf” ▪ “Bastrop-County-CLI-Complete.#43.pdf” ▪ “1996 Geotechnical Engineering Report Industrial Park.pdf”
Project Description	The project consists of a preliminary geotechnical study for the proposed development of this site. Detailed site development plans were not available at the time of this proposal; however numerous companies are interested in portions of this site for different uses.
Proposed Structure	Potential structures may require shallow or deep foundations.
Pavements	Terracon shall provide recommendations for light, medium, and heavy duty pavement recommendations as part of the proposed development. We assume both rigid (concrete) and flexible (asphalt) pavement sections may be considered. Anticipated traffic is as follows: ▪ Autos/light trucks: 1,000 vehicles per day ▪ Light delivery and trash collection vehicles: 50 vehicles per week ▪ Tractor-trailer trucks: 20 vehicles per week The pavement design period is 20 years.

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

The field exploration program consists of the following:

Number of Borings	Planned Boring Depth (feet) ¹	Planned Location
15	25 or auger refusal	See attached exploration plan

^{1.} Below ground surface.

Boring Layout and Elevations: We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-20 feet. Field measurements from existing site features may be utilized. If available, approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map.

Subsurface Exploration Procedures: We will advance soil borings with a truck-mounted drill rig using continuous flight augers (solid stem and/or hollow stem, as necessary, depending on soil conditions). Five samples will be obtained in the upper 10 feet of each boring and at intervals of

5 feet thereafter. Soil sampling is typically performed using thin-wall tube and/or split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials encountered during drilling, and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation, and include modifications based on observations and laboratory tests.

Property Disturbance: We will backfill borings with auger cuttings upon completion. Our services do not include repair of the site beyond backfilling our boreholes, and cold patching existing pavements. Excess auger cuttings will be dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary. We can provide this service, or grout the boreholes for additional fees, at your request.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

Exploration efforts require borings (and possibly excavations) into the subsurface, therefore Terracon will comply with local regulations to request a utility location service through Texas 811. We will consult with the owner/client regarding potential utilities, or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods, as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us. If the owner/client is unable to accurately locate private utilities, Terracon can assist the owner/client by coordinating or subcontracting with a private utility locating services. Fees associated with the additional services are not included in our current Scope of Services and will be forwarded to our client for approval prior to initiating. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the owner of their responsibilities in identifying private underground utilities.

Site Access and Safety: Terracon must be granted access to the site by the property owner. By acceptance of this proposal, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the Scope of Services. In addition, Consultant retains the right to stop work without penalty at any time Consultant

believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of field work. The anticipated laboratory testing may include the following:

- Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass
- Laboratory Determination of Density (Unit Weight) of Soil Specimens
- Liquid Limit, Plastic Limit, and Plasticity Index of Soils
- Determining the Amount of Materials Finer than No. 200 Sieve in Soils by Washing
- Particle-Size Analysis of Soils
- Unconfined Compressive Strength of Cohesive Soil

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the material's texture and plasticity, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Engineering and Project Delivery

Results of our field and laboratory programs will be evaluated by a professional engineer. The engineer will develop a geotechnical site characterization, perform the engineering calculations necessary to evaluate foundation alternatives, and develop appropriate geotechnical engineering design criteria for earth-related phases of the project.

Your project will be delivered using our **GeoReport®** system. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan will be posted for review and verification
- Site Characterization – Findings of the site exploration
- Geotechnical Engineering – Preliminary recommendations and geotechnical engineering report

When utilized, our collaboration portal documents communication, eliminating the need for long email threads. This collaborative effort allows prompt evaluation and discussion of options related to the design and associated benefits and risks of each option. With the ability to inform all parties as the work progresses, decisions and consensus can be reached faster. In some cases, only

minimal uploads and collaboration will be required, because options for design and construction are limited or unnecessary. This is typically the case for uncomplicated projects with no anomalies found at the site.

When services are complete, we upload a printable version of our completed geotechnical engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil classification
- Groundwater levels observed during and after the completion of drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Preliminary foundation options and engineering design parameters
- Preliminary recommendations for design and construction of interior floor slabs
- Preliminary subgrade preparation/earthwork recommendations
- Preliminary pavement options

Additional Services

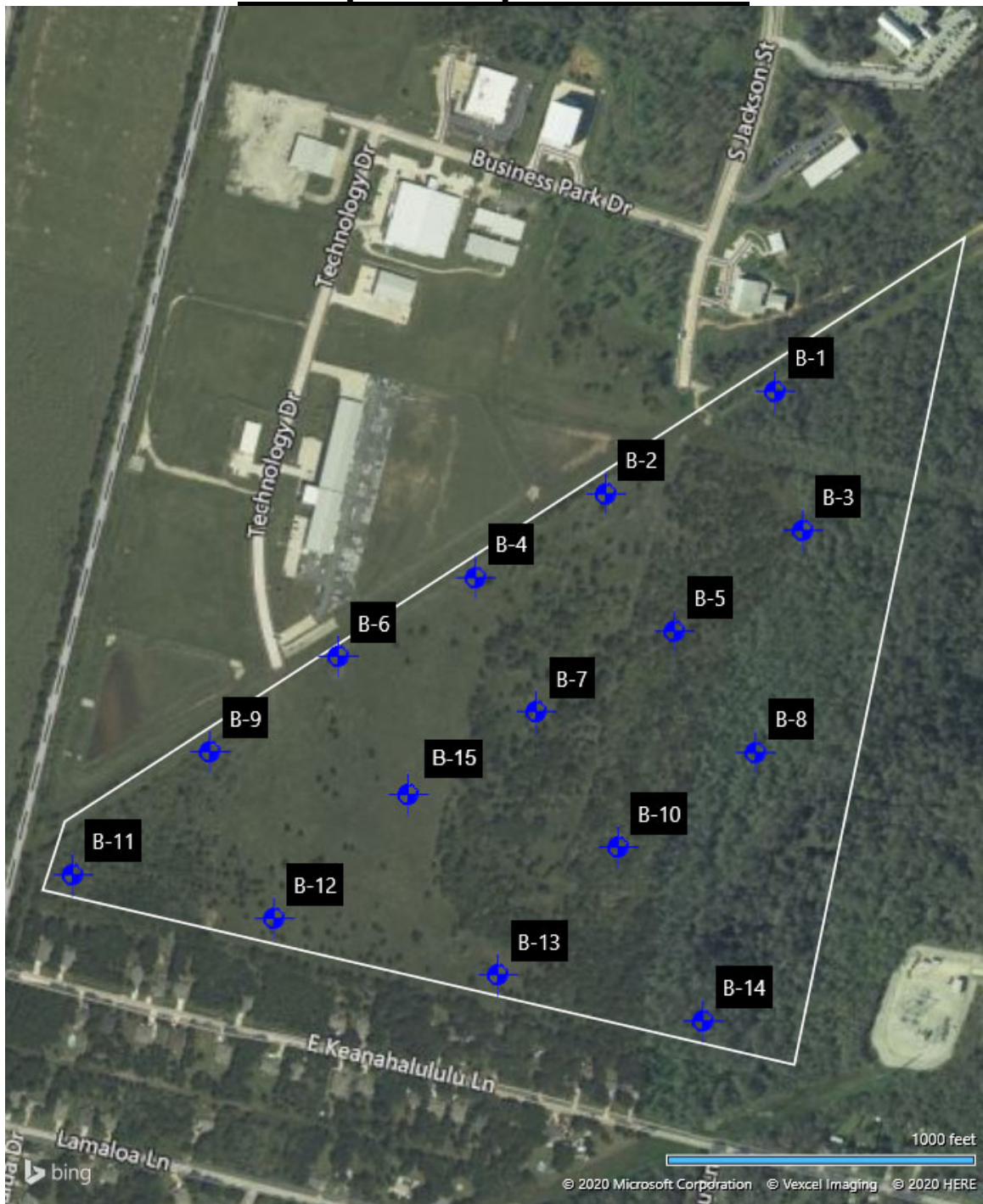
In addition to the services noted above, the following are often associated with geotechnical engineering services. Fees for services noted above do not include the following:

Review of Plans and Specifications: Our geotechnical report and associated verbal and written communications will be used by others in the design team to develop plans and specifications for construction. Review of project plans and specifications is a vital part of our geotechnical engineering services. This consists of review of project plans and specifications related to site preparation, foundation, and pavement construction. Our review will include a written statement conveying our opinions relating to the plans and specifications' consistency with our geotechnical engineering recommendations.

Observation and Testing of Pertinent Construction Materials: Development of our geotechnical engineering recommendations and report relies on an interpretation of soil conditions. This is based on widely spaced exploration locations, and assuming construction methods will be performed in a manner sufficient to meet our expectations, and is consistent with recommendations made at the time the geotechnical engineering report is issued. We should be retained to conduct construction observations, and perform/document associated materials testing, for site preparation, foundation, and pavement construction. This allows a more comprehensive understanding of subsurface conditions and necessary documentation of construction, to confirm and/or modify (when necessary) the assumptions and recommendations made by our engineers.

Perform Environmental Assessments: Our Scope for this project does not include, either specifically or by implication, an environmental assessment of the site intended to identify or quantify potential site contaminants. If the client/owner is concerned about the potential for such conditions, an environmental site assessment should be conducted. We can provide a proposal for an environmental assessment, if desired.

Anticipated Exploration Plan



ENVIRONMENTAL SCOPE OF SERVICES

We understand the site is an approximate 104-acre tract of vacant, undeveloped land located within the Bastrop Business and Industrial Park at the end of Technology Drive in Bastrop, Bastrop County, Texas. According to the Bastrop Central Appraisal District website, the site is currently listed as being owned by Bastrop Economic Development Corporation and Bluebonnet Electric Cooperative Inc. and is a part of three contiguous parent tracts. Based on the review of the Capital Area Council of Government website, one unpermitted landfill (known as Bastrop) was identified on the site. If this is not accurate, or if you have additional useful information, please inform us as soon as possible.

2.1 Base Phase I ESA Services

The ESA will be performed consistent with the procedures included in ASTM E1527-13, *Standard Practice for Environmental Site Assessments: Phase I Environmental Assessment Process*. The purpose of this ESA is to assist the client in developing information to identify recognized environmental conditions (RECs - as defined below) in connection with the site as reflected by the scope of this proposal. The potential for vapor migration will be addressed as part of a Phase I ESA and will be considered by Terracon in evaluation of RECs associated with the site. If modifications to the scope of services are required, please contact us to discuss proposal revisions.

REC Definition

Recognized environmental conditions are defined by ASTM E1527-13 as “the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: 1) due to any release to the environment, 2) under conditions indicative of a release to the environment, or 3) under conditions that pose a material threat of a future release to the environment. *De minimis* conditions are not recognized environmental conditions.”

Physical Setting

The physical setting for the site will be described based on a review of the applicable USGS topographic quadrangle map, USDA soil survey, and selected geologic reference information.

Historical Use Information

A review of selected historical sources, where reasonably ascertainable and readily available, will be conducted in an attempt to document obvious past land use of the site and adjoining properties back to 1940 or when the site was initially developed, whichever is earlier. The following selected references, depending on applicability and likely usefulness, will be reviewed for the site.

- Historical topographic maps
- Aerial photographs (approximate 10 to 15-year intervals)
- City directories (approximate 5-year intervals)
- Fire (Sanborn) insurance maps
- Property tax file information
- Building department records
- Zoning records
- Prior environmental reports, permits and registrations; or geotechnical report, if provided by the client.
- Site title search information, if provided by client
- Environmental liens, if provided by client

Pursuant to ASTM E1527-13, the client should engage a title company or title professional to undertake a review of reasonably ascertainable recorded land title records (or judicial records where appropriate) for environmental liens and activity and use limitations currently recorded against or relating to the site. If the client is unable to provide land title records (or judicial records where appropriate), an abstract firm may be contracted by Terracon to perform a review of land title records (or judicial records where appropriate) for an additional fee. Documentation of environmental liens and activity and use limitations, if recorded, will be provided in the land title records (or judicial records where appropriate). Note, however, unless specifically requested within three days of project commencement, Terracon will rely on the client to provide land title records (or judicial records where appropriate). **If land title records (or judicial records where appropriate) are not provided for review in a timely manner, Terracon may conclude that the absence of records represents a data gap, which must be evaluated and documented in the final report.**

The client and the current owner or their representative will be interviewed to provide information regarding past uses of the site and information pertaining to the use of hazardous substances and petroleum products on the site. Additionally, a reasonable attempt will be made to interview past owners, operators, and occupants of the site to the extent that they are identified within the scope of the ESA and are likely to have material information that is not duplicative of information already obtained through the assessment process.

Regulatory Records Review

Consistent with ASTM E1527-13, federal, state, and tribal databases, where applicable and within ASTM-defined minimum search distances from the nearest property boundary, will be reviewed for indications of RECs. A database firm will be subcontracted to access governmental records used in this portion of the assessment. Additional federal, state, and local databases may be reviewed if provided by the database firm. Determining the location of unmapped facilities is beyond the scope of this assessment.

In addition to the database review and if customary practice for the site location, an attempt will be made to review reasonably ascertainable and useful local lists or records such as Brownfield sites, landfill/solid waste disposal sites, registered storage tanks, land records, emergency release reports, and contaminated public wells. A reasonable attempt will also be made to interview at least one staff member of any one of the following types of local government agencies: fire department, health agency, planning department, building department, or environmental department. As an alternative, a written request for information may be submitted to the local agencies.

The scope of work proposed herein includes **up to two hours of regulatory agency file and/or records review, including client-provided reports and files**. If the results of this initial review appear to warrant a more extensive review of applicable regulatory agency files and/or records, a cost estimate will be provided to the client for pre-approval. Review of regulatory files and/or records, when authorized, will be for the purpose of identifying RECs. Please note that all requested files may not be available from regulatory agencies within the client's requested project schedule.

Site and Adjoining/Surrounding Property Reconnaissance

A site reconnaissance will be conducted to identify RECs. The reconnaissance will consist of visual observations of the site from the site boundaries and selected interior portions of the site. The site reconnaissance will include, where applicable, an interview with site personnel who the client has identified as having knowledge of the uses and physical characteristics of the site. Pertinent observations from the site reconnaissance will be documented including:

- Site description
- General site operations
- Aboveground chemical or waste storage
- Visible underground chemical or waste storage, drainage, or collection systems
- Electrical transformers
- Obvious releases of hazardous substances or petroleum products

The adjoining property reconnaissance will consist of visual observations of the adjoining/surrounding properties from the site boundaries and accessible public rights-of-way.

Report Preparation

A PDF-formatted copy of the final report will be submitted that presents the results of this assessment, based upon the scope of services and limitations described herein. The final report will be signed by an environmental professional responsible for the Phase I ESA, and the report will contain an environmental professional statement as required by 40 CFR 312.21(d). Recommendations will be developed as part of the Phase I ESA scope of services. Prior to final report issuance, the client may request paper copies at a charge of \$75.00 per report copy.

2.2 Additional Services Beyond Base ESA

At the direction of the client, additional services beyond the scope of the base Phase I ESA have not been included.

2.3 Additional Services Not Included

The following services, although not specifically required by ASTM E1527-13, may also be performed concurrently with ESAs and may be beneficial for the evaluation of environmental conditions and/or an evaluation of specific business environmental risks at the site. At your direction, these services have not been included as part of the scope of services for this ESA. Please note that this list is not all-inclusive. If you seek additional services, please contact us for a supplemental proposal and cost estimate.

- Radon Records Review
- Lead in Drinking Water Records Review
- Wetland Records Review
- Threatened/Endangered Species Records Review
- Historic Properties/Archaeological Resources Review
- ASTM E 2600-15 Vapor Encroachment Screen

If the site is intended for future development, Terracon can also provide proposals for geologic hazards (like growth faulting), construction materials testing, construction draw reviews and scope and budget review services.

2.4 Schedule

Services will be initiated upon receipt of the written notice to proceed. The final report will be submitted within 15 business days after receipt of your written notice to proceed, assuming site access can be obtained within five days after the notice to proceed.

#

In order to comply with the proposed schedule, please provide the following items at the time of notification to proceed.

- A signed Agreement for Services evidencing acceptance of this scope of services.
- The completed ASTM E1527-13 User Questionnaire, supplied as an attachment to this proposal.
- Right of entry to conduct the assessment, including access to building interiors.
- Notification of any restrictions or special requirements (such as confidentiality, scheduling, or on-site safety requirements) regarding accessing the site.
- An accurate legal description and/or a diagram of the site such as a surveyor's plat map or scaled architect's drawing (if such diagrams exist).
- Current site owner, property manager, occupant information (including tenant list), and contact information for persons knowledgeable about the site history including current and historical use of hazardous substances and petroleum products on site (e.g., names, phone numbers, etc.).
- Copies of environmental reports, permits and registrations, and geotechnical reports that were previously prepared for the site.
- Information relating to known or suspect environmental conditions at the site, including commonly known or reasonable ascertainable information within the local community about the site that is material to RECs in connection with the site.
- Information about environmental liens and activity and use limitations for the site, if any.
- Specialized knowledge or experience that is material to RECs in connection with the site, if any.
- Knowledge that the purchase price of the site is significantly less than the purchase price of comparable properties.
- Land title records.

Please note that requested regulatory files or other information may not be provided to Terracon by the issuance date of the report. Consideration of information not received by the issuance date of the report is beyond the scope of this ESA.

2.5 Reliance

The ESA report will be prepared for the exclusive use and reliance of Bastrop Economic Development Corporation. Reliance by any other party is prohibited without the written authorization of the client and Terracon.

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If the client is aware of additional parties that will require reliance on the ESA report, the names, addresses, and relationship of these parties should be provided for Terracon approval prior to the time of authorization to proceed. Terracon may grant reliance on the ESA report to those approved parties upon receipt of a fully executed Reliance Agreement (available upon request) and receipt of information requested in the Reliance Agreement. If, in the future, the client and Terracon consent to reliance on the ESA by a third party, Terracon may grant reliance upon receipt of a fully executed Reliance Agreement, requested information and receipt of an additional minimum fee of \$400 per relying party.

Reliance on the ESA by the client and all authorized parties will be subject to the terms, conditions, and limitations stated in the Agreement for Services, sections of this proposal incorporated therein, the Reliance Agreement, and ESA report. The limitation of liability defined in the Agreement for Services is the aggregate limit of Terracon's liability to the client and all relying parties.

Continued viability of the report is subject to ASTM E1527-13 Sections 4.6 and 4.8. If the ESA will be used by a different user (third party) than the user for whom the ESA was originally prepared, the third party must also satisfy the user's responsibilities in Section 6 of ASTM E1527-13.

2.6 Scope and Report Limitations

Site Access and Safety

Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, including following applicable state and local COVID related requirements, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

The fee is valid for 90 days from the date of this proposal and is based on the assumption that all field services will be performed under safety Level D personal protective procedures and that only one site visit will be made by Terracon personnel. The lump sum fee is based on the assumptions and conditions provided at the time of this proposal.

The findings and conclusions presented in the final report will be based on the site's current utilization, the anticipated future use of the site, if provided to Terracon, and the

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information collected as discussed in this proposal. Please note that we do not warrant database or third- party information (such as from interviewees) or regulatory agency information used in the compilation of reports.

Phase I ESAs, such as the one proposed for this site, are of limited scope, are noninvasive, and cannot eliminate the potential that hazardous, toxic, or petroleum substances are present or have been released at the site beyond what is identified by the limited scope of this ESA. In conducting the limited scope of services described herein, certain sources of information and public records will not be reviewed. It should be recognized that environmental concerns may be documented in public records that are not reviewed. This ESA does not include subsurface or other invasive assessments, vapor intrusion assessments or indoor air quality assessments (i.e. evaluation of the presence of vapors within a building structure), business environmental risk evaluations, or other services not particularly identified and discussed herein. No ESA can wholly eliminate uncertainty regarding the potential for RECs. The limitations herein must be considered when the user of this report formulates opinions as to risks associated with the site. No warranties, express or implied, are intended or made.

An evaluation of significant data gaps will be based on the information available at the time of report issuance, and an evaluation of information received after the report issuance date may result in an alteration of our opinions and conclusions. We have no obligation to provide information obtained or discovered by us after the date of the report, or to perform any additional services, regardless of whether the information would affect any conclusions, recommendations, or opinions in the report. This disclaimer specifically applies to any information that has not been provided by the client.

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Person Completing Questionnaire	Name: Company:	Phone: Email:
Site Name	BEDC - 104-Acres	
Site Address	Technology Drive, Bastrop, TX	
Point of Contact for Access	Name: Company:	Phone: Email:
Access Restrictions or Special Site Requirements?	☐ No ☐ Yes (If yes, please explain)	
Confidentiality Requirements?	☐ No ☐ Yes (If yes, please explain)	
Current Site Owner	Name: Company:	Phone: Email:
Current Site Operator	Name: Company:	Phone: Email:
Reasons for ESA (e.g., financing, acquisition, lease, etc.)		
Anticipated Future Site Use		
Relevant Documents?	Please provide Terracon copies of prior Phase I or II ESAs, Asbestos Surveys, Environmental Permits or Audit documents, Underground Storage Tank documents, Geotechnical Investigations, Site Surveys, Diagrams or Maps, or other relevant reports or documents.	
ASTM User Questionnaire		
In order to qualify for one of the Landowner Liability Protections (LLPs) offered by the Small Business Relief and Brownfields Revitalization Act of 2001 (the "Brownfields Amendments"), the user must respond to the following questions. Failure to provide this information to the environmental professional may result in significant data gaps, which may limit our ability to identify recognized environmental conditions resulting in a determination that "all appropriate inquiry" is not complete. This form represents a type of interview and as such, the user has an obligation to answer all questions in good faith, to the extent of their actual knowledge.		
1) Did a search of recorded land title records (or judicial records where appropriate) identify any environmental liens filed or recorded against the property under federal, tribal, state, or local law (40 CFR 312.25)? ☐ No ☐ Yes (If yes, explain below and send Terracon a copy of the title records or judicial records reviewed.)		
2) Did a search of recorded land title records (or judicial records where appropriate) identify any activity and use limitations (AULs), such as engineering controls, land use restrictions, or institutional controls that are in place at the property and/or have been filed or recorded against the property under federal, tribal, state, or local law (40 CFR 312.26)? ☐ No ☐ Yes (If yes, explain below and send Terracon a copy of the title records or judicial records reviewed.)		
3) Do you have any specialized knowledge or experience related to the site or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the site or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business (40 CFR 312-28)? ☐ No ☐ Yes (If yes, explain below)		
4) Do you have actual knowledge of a lower purchase price because contamination is known or believed to be present at the site (40 CFR 312.29)? ☐ No ☐ Yes ☐ Not applicable (If yes or Not applicable, explain below)		
5) Are you aware of commonly known or reasonably ascertainable information about the site that would help the environmental professional to identify conditions indicative of releases or threatened releases (40 CFR 312.30)? ☐ No ☐ Yes (If yes, explain below)		
6) Based on your knowledge and experience related to the site, are there any obvious indicators that point to the presence or likely presence of contamination at the site (40 CFR 312.31)? ☐ No ☐ Yes (If yes, explain below)		
<u>Comments or explanations:</u>		

Please return this form with the signed authorization to proceed.

Proposal No. PA1207049

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Exhibit “B”
COMPENSATION

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COMPENSATION

Based upon our understanding of the site, the project as summarized in Exhibit A and our planned Scope of Services, our base fee is shown in the following table:

Task	Lump Sum Fee
Subsurface Exploration, Laboratory Testing, Geotechnical Consulting & Reporting	\$20,500
Phase 1 Environmental Site Assessment	\$2,800

Additional services not part of the base fee include the following:

Additional Services	Lump Sum Fee	Initial for Authorization
Private Utility Locate Service ¹	Cost + 15%	
Clearing Service	Cost + 15%	
Plans and Specifications Review	\$500	
Construction Materials Testing Services	TBD	
¹ . If the owner/client is unable to accurately locate private utilities, we can subcontract a private utility locating firm and/or utilize geophysical equipment, if necessary. The detection of underground utilities is dependent upon the composition and construction of utility lines. Some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private locate service does not relieve the owner of their responsibilities in identifying private underground utilities.		

Our Scope of Services does not include services associated with site clearing, wet ground conditions, tree or shrub clearing, or repair of/damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

Exhibit “C”

REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

The Professional shall comply with each and every condition contained herein. The Professional shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the BEDC. Any Subcontractor(s) hired by the Professional shall maintain insurance coverage equal to that required of the Professional. It is the responsibility of the Professional to assure compliance with this provision. The City of Bastrop Economic Development Corporation accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

With reference to the foregoing insurance requirements, Professional shall specifically endorse applicable insurance policies as follows:

1. The City of Bastrop Economic Development Corporation shall be named as an additional insured with respect to General Liability and Automobile Liability **on a separate endorsement.**
2. A waiver of subrogation in favor of The City of Bastrop Economic Development Corporation shall be contained in the Workers Compensation and all liability policies (except Professional Liability) and must be provided **on a separate endorsement.**
3. All insurance policies shall be endorsed to the effect that The City of Bastrop Economic Development Corporation will receive at least thirty (30) days written notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name The City of Bastrop Economic Development Corporation as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
5. **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
6. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Bastrop Economic Development Corporation of any material change in the insurance coverage.
7. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
8. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
9. Professional may maintain reasonable and customary deductibles, subject to approval by The City of Bastrop Economic Development Corporation.
10. Insurance must be purchased from insurers having a minimum A.M. Best rating of B+.
11. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2010/05). Coverage must be written on an occurrence form.
12. Contractual Liability must be maintained covering the Professional's obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
13. Upon request in the event a claim is filed, Professional shall furnish The City of Bastrop Economic Development Corporation with certified copies of all insurance policies.

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14. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Bastrop Economic Development Corporation within ten (10) business days after contract award and prior to starting any work by the successful Professional's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Bastrop Economic Development Corporation, all required endorsements identified in sections A, B, C and D above shall be sent to the City of Bastrop Economic Development Corporation. The certificate of insurance and endorsements shall be sent to:

Bastrop Economic Development Corporation

Attn: Executive Director

301 Highway 71 West, Suite 214

Bastrop, Texas 78602

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Exhibit “D”
EVIDENCE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/1/2022

4/27/2021

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED 1312891 TERRACON CONSULTANTS, INC. 6198 IMPERIAL LOOP COLLEGE STATION TX 77845	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Lexington Insurance Company		19437
	INSURER B: Travelers Property Casualty Co of America		25674
	INSURER C: The Travelers Indemnity Company		25658
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES TERCO01**CERTIFICATE NUMBER:** 17511742**REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ CONTRACTUAL LIAB ☒ XCU COVERAGE GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	N	N	TC2J-GLSA-1118L293	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	N	N	TC2J-CAP-131J3858.	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ \$0	N	N	ZUP-91M46583 (EXCLUDES PROF. LIAB.)	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	TC2J-UB-6N32541-0 (AOS) TRK-UB-6N32384-6 (AZ,MA,WI)	1/1/2021 1/1/2021	1/1/2022 1/1/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	PROFESSIONAL LIABILITY	N	N	26030216	1/1/2021	1/1/2022	\$1,000,000 EACH CLAIM & \$1,000,000 ANNUAL AGGREGATE

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

RE: PROOF OF COVERAGE. THE UMBRELLA LIABILITY IS FOLLOW FORM OVER THE GENERAL LIABILITY, AUTO LIABILITY, AND EMPLOYER'S LIABILITY PER THE POLICY TERMS, CONDITIONS, AND EXCLUSIONS.

CERTIFICATE HOLDER**17511742**

BASTROP ECONOMIC DEVELOPMENT CORPORATION
301 HIGHWAY 71 W STE 214
BASTROP TX 78602-4111

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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STAFF REPORT

MEETING DATE: May 11, 2021

AGENDA ITEM: 11C

TITLE:

Consider action to approve Resolution No. R-2021-50 of the City Council of the City of Bastrop, Texas confirming appointments by the Mayor of Jeff Haladyna to Place 6 on the Bastrop Economic Development Corporation Board, as required in Section 3.08 of the City's Charter, and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Paul A. Hofmann, City Manager

BACKGROUND/HIS TORY:

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-2021-43 of the City Council of the City of Bastrop, Texas confirming appointments by the Mayor of Jeff Haladyna to Place 6 on the Bastrop Economic Development Corporation Board, as required in Section 3.08 of the City's Charter, and establishing an effective date.

ATTACHMENTS:

- Resolution

RESOLUTION NO. R-2021-50

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS
CONFIRMING APPOINTMENT BY THE MAYOR TO THE BASTROP
ECONOMIC DEVELOPMENT CORPORATION 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 Jeff Haladyna to Place 6 on the Bastrop Economic Development Corporation 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 Jeff Haladyna to Place 6 on the Bastrop Economic Development Corporation Board.

Section 2: That the City Council of the City of Bastrop confirms Mayor Schroeder's appointment of Jeff Haladyna to Place 6 on the Bastrop Economic Development Corporation 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 11th day of May, 2021.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney