Bastrop, TX City Council Meeting Agenda

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

BASTROPTX
Heart of the Lost Pines / Est. 1832

September 24, 2019 at 5:30 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.

As authorized by Section 551.071 of the Texas Government Code, this meeting may be convened into closed Executive Session for the purposes of seeking confidential legal advice from the City Attorney on any item on the agenda at any time during 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 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.

1. **CALL TO ORDER – REGULAR SESSION – 6:30 P.M.**
   (NOTE: EXECUTIVE SESSION ITEMS WILL START AT 5:30 P.M. – SEE ITEM 10 BELOW.)

2. **PLEDGE OF ALLEGIANCE** – Kailei Anzaldua and Ava Leal, Bastrop Intermediate School Band

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

3. **INVOCATION** – Deacon Corby Weiss, Ascension Catholic Church

4. **PRESENTATIONS**

4A. Mayor's Report

4B. Councilmembers' Report

4C. City Manager's Report

4D. A proclamation of the City Council of the City of Bastrop, Texas recognizing October as National Community Planning Month.

4E. A proclamation of the City Council of the City of Bastrop, Texas recognizing the week of October 6th through October 12th as Fire Prevention Week for the City of Bastrop.

4F. A proclamation of the City Council of the City of Bastrop, Texas recognizing the evening of October 1st, 2019 as National Night Out for the City of Bastrop.

5. WORK SESSION/BRIEFINGS

5A. Review Noise, Light, and Odor as a Nuisance in preparation of adopting the Bastrop Building Block Codes.

5B. Receive a presentation and discuss the possibilities of allowing an entry monument sign and a "way-finding" kiosk sign pilot program for the Piney Creek Bend Subdivision with Shawn Kirkpatrick, Director of Public Affairs for KB Home Austin.

6. STAFF AND BOARD REPORTS

6A. Receive Monthly Development Update.

6B. Receive presentation on the unaudited Monthly Financial Report for the period ending August 31, 2019.

7. CITIZEN COMMENTS

At this time, three (3) minute comments will be taken from the audience on any topic. To address the Council, please submit a fully completed request card to the City Secretary prior to the beginning of the Council meeting. 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 Staff for research and possible future action.

To address the Council concerning any item on the agenda, please submit a fully completed request card to the City Secretary prior to the start of the meeting.

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

8. CONSENT AGENDA

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

8A. Consider action to approve City Council minutes from the September 9, 2019, Special Joint Council and Visit Bastrop meeting; September 10, 2019, Regular meeting; and Special Called, September 17, 2019 meeting.

8B. Consider action to approve the second reading of Ordinance No. 2019-45 of the City Council of the City of Bastrop, Texas adopting the "Bastrop Power & Light Electrical Service Standards for Underground Electric Secondary Service", attached as Exhibit A, the "Bastrop Power & Light Electrical Service Standards for Underground Electric Primary Service", attached as Exhibit B and the "Bastrop Power & Light Electrical Construction Service Standards", attached as Exhibit C in compliance with H.B. 3167; and providing for findings of fact, amendment, enforcement, a repealer, and severability; establishing an effective date; and proper notice and meeting.

8C. Consider action to approve Resolution No. R-2019-89 approving the City of Bastrop Purchasing Policy, which is attached as Exhibit A; providing for a repealing clause; and establishing an effective date.

8D. Consider action to approve Resolution No. R-2019-90 of the City Council of the City of Bastrop, Texas, approving the Financial Management Policy, which is attached as Exhibit A; providing for a repealing clause and establishing an effective date.

8E. Consider action to approve Resolution No. R-2019-95 approving a Memorial Tree Program in the Fairview Cemetery, as attached in Exhibit A; providing for a repealing clause and establishing an effective date.

8F. Consider action to approve Resolution No. R-2019-98 of the City Council of the City of Bastrop, Texas supporting the Baron de Bastrop Chapter of The Daughters of the Republic of Texas to pursue funding for the Stephen F. Austin and The Baron de Bastrop sculptures to be created by Clint Howard, owner of Deep in the Heart Art Foundry with no matching funds from the City of Bastrop; providing for a severability and repealing clause; and establishing an effective date. *(Note: Original Resolution had incorrect name of the DRT Chapter. This Resolution is the same, but with the correct name.)*

8G. Consider action to approve Resolution No. R-2019-94 of the City Council of the City of Bastrop, Texas awarding a community support service agreement to the Bastrop County Historical Society for services associated with operating, marketing, and providing museum and visitor center services at a cost of One Hundred and Sixty-Nine Thousand and One-Hundred and Twenty-Four and 00/100 dollars ($169,124), attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the contract; providing for a repealing clause; and establishing an effective date.

8H. Consider action to approve Resolution No. R-2019-93 of the City Council of the City of Bastrop, Texas awarding a Community Support Service Agreement to the Bastrop Opera House for services associated with operating, marketing, and providing cultural art and theater services at a cost of One Hundred and Twenty-Six Thousand and 00/100 Dollars ($126,000), attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the contract; providing for a repealing clause; and establishing an effective date.

8I. Consider action to approve Resolution No. R-2019-91 of the City Council of the City of Bastrop, Texas awarding a Community Support Service Agreement to the YMCA of Austin/Bastrop Branch associated with providing recreation and pool services at a cost of Seventy-Nine Thousand and Eight-Hundred and 00/100 Dollars ($79,800), attached as

Exhibit A; authorizing the City Manager to execute all necessary documents for the contract; providing for a repealing clause; and establishing an effective date.

8J. Consider action to approve Resolution No. R-2019-92 of the City Council of the City of Bastrop, Texas awarding a community support service agreement to the Lost Pines Art Center associated with operating, marketing and providing cultural art services, at a cost of Eighty-five thousand and 00/100 dollars ($85,000), attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the contract; providing for a repealing clause; and establishing an effective date.

9. ITEMS FOR INDIVIDUAL CONSIDERATION

9A. Hold a public hearing and consider action to approve the second reading of Ordinance No. 2019-40 of the City Council of the City of Bastrop, Texas related to the Hunters Crossing Public Improvement District; approving a 2019 amended and restated service and assessment plan; including Fiscal Year 2020 assessment roll for the district, attached as Exhibit A; ratifying and confirming prior actions of the City Council in connection with the District; resolving matters incident and related thereto; and providing for an effective date.

9B. Consider action to approve Resolution No. R-2019-86 of the City Council of the City of Bastrop, Texas approving an Amended and Restated Public Improvements District Development and Reimbursement Agreement for the Hunters Crossing Public Improvement District, as attached in Exhibit A; providing for a repealing clause and stablishing an effective date.

9C. Consider action to approve Resolution No. R-2019-88 of the City Council of the City of Bastrop, Texas, approving an agreement for the provision of Main Street Program support between the City of Bastrop and the Bastrop Economic Development Corporation attached as Exhibit A; authorizing the City Manager to execute the agreement; repealing all resolutions in conflict; and providing an effective date.

9D. Hold a public hearing and consider action to approve Resolution No. R-2019-96 of the City Council of the City of Bastrop, Texas, granting Historic Landmark status for Building Block 11, North East ¼ Subdivision, Lot 1, also known as 909 Farm Street, within the city limits of Bastrop, Texas, as attached in Exhibit A; providing for findings of fact; providing for a repealing clause; and establishing an effective date.

9E. Consider action to approve Resolution No. R-2019-84 of the City Council of the City of Bastrop, Texas awarding a contract for the Gills Branch Drainage Channel Replacement Project located at the corner of highway 71 and Lovers Lane to Forsythe Brothers Infrastructure, LLC of Manor Texas in the amount of One Hundred Ninety-Three Thousand Two Hundred Three Dollars and zero cents ($193,203.00) as attached in Exhibit A , Authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

9F. Consider action to approve Resolution No. R-2019-85 of the City Council of the City of Bastrop, Texas, approving a task order with MWM DesignGroup to provide the services of City Engineer in the amount of One Hundred Fifty-Six Thousand Four Hundred Forty-Eight Dollars ($156,448.00); attached in Exhibit A; authorizing the City Manager to execute all necessary documentation; providing for a repealing clause; and establishing an effective date.

9G. Consider action to approve the second reading of Ordinance No. 2019-38 of the City Council of the City of Bastrop, Texas adopting a budget for the Fiscal Year 2019-2020 (October 1, 2019 through September 30, 2020) attached as Exhibit A; providing that expenditures for said Fiscal Year be made in accordance with said budget; providing a severability clause; establishing an effective date; and proper notice and meeting.

9H. Consider action to ratify the vote on the Fiscal Year 2019-2020 budget, which results in more revenues from ad valorem taxes than the previous year.

9I. Consider action to approve the second reading of Ordinance No. 2019-39 of the City Council of the City of Bastrop, Texas, adopting the tax rate and levying ad valorem taxes for the Fiscal Year 2019-2020 to provide revenue for the payment of current expenditures: providing a severability clause; establishing an effective date; and proper notice and meeting.

9J. Consider action to approve the second reading of Ordinance No. 2019-42 of the City Council of the City of Bastrop, Texas amending Appendix A, the Master Fee Schedule for the City of Bastrop, attached as Exhibit A; providing that other fees not listed but now charged pursuant to other ordinances and resolutions shall remain in effect until transferred to the Master Fee schedule by amendment; Excluding sections A13.02 and A13.07; providing for findings of fact, enactment; enforcement; a repealer and severability; establishing an effective date; and proper notice and meeting.

9K. Consider action to approve Visit Bastrop's 2020 Business Plan and FY20 Budget.

9L. Consider action to approve Resolution No. R-2019-97 of the City Council of the City of Bastrop, Texas to accept the Cultural Arts Master Plan, as attached in Exhibit A; providing for a repealing clause; and establishing an effective date.

9M. Consider action to approve the second reading of Ordinance No. 2019-46 of the City Council of the City of Bastrop, Texas amending the Bastrop City Code Of Ordinances, Chapter 3, Article 3.01 – "General Provisions," Section 3.01.002 "Bond And Insurance Requirements"; and providing for findings of fact, enactment, enforcement, a repealer, and severability; establishing an effective date; and proper notice and meeting.

9N. Consider action to approve Resolution R-2019-101 of the City Council of the City of Bastrop, Texas confirming a board appointment of the Mayor, as required in Section 3.08 of the City's Charter, and establishing an effective date.

10. EXECUTIVE SESSION – CALL TO ORDER – 5:30 P.M.

10A. City Council shall convene into closed executive session for a Legal Briefing by the City Attorney pursuant to Texas Government Code Section 551.071, regarding Resolution No. R-2019-102 of the City Council of the City of Bastrop, Texas, involving an opportunity for settlement of a pending sanitation lien at 1900 Jasper Street.

10B. City council shall convene into closed executive session pursuant to Tex. Gov't Code Sections 551.071 and 551.072 regarding real estate matters including the possible exchange by sale of property and the abandonment of a right of way near downtown.

10C. City Council shall convene into closed executive session pursuant to Section 551.071 of the Texas Government Code to confer with City Attorney regarding status of Building Bastrop Codes.

10D. The City Council shall convene into executive session pursuant to Section 551.071 of the Texas Government Code to deliberate and seek advice of its attorneys regarding the operation of Hunters Crossing Public Improvement District.

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

12. 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: Friday, September 20, 2019 at 1:00 p.m. and remained posted for at least two hours after said meeting was convened.

Ann Franklin, City Secretary

STAFF REPORT

MEETING DATE: September 24, 2019 **AGENDA ITEM**: 4A

TITLE:
Mayor's Report

STAFF REPRESENTATIVE:
Lynda Humble, 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

Mayor's Report
September 24, 2019

BASTROPTX
Heart of the Lost Pines / Est. 1832

Latest Activities

Aug 30 - Sept 10

Events in 2019: 225



Chamber Luncheon
Susanna Feather
Cyrier's Office



Ascension Seton Tour
Congressman Cloud & Chairmen Cyrier



DBA Reunion
Main Street

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Planned Events

September 11 – September 24

- September 16 – BEDC Board Meeting
- September 17 – AFLAC Ribbon Cutting
- September 19
  - B3 Codes “Come and Go” for Developers
  - B3 Codes “Come and Go” for Residents
  - Wastewater Treatment Plant #3 Open House for Public Input
- September 21 – Emergency Shelter Preparedness Event/Open House
- September 24 – City Council Meeting

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Upcoming Events & City Meetings

- September 25 – Region 10 TML Meeting (Bastrop)
- September 27 – BEST Breakfast
- October 1 – National Night Out
- October 2 – Chamber Luncheon Supporting First Responders
- October 3 - Arby's Ribbon Cutting
- October 7 – Library Board Meeting
- October 8 – 11 TML Annual Conference
- October 8 – City Council Meeting

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Heart of the Lost Pines / Est. 1832

STAFF REPORT

MEETING DATE: September 24, 2019 **AGENDA ITEM**: 4B

TITLE:
Councilmembers' Report

STAFF REPRESENTATIVE:
Lynda Humble, 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:

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(6) announcements involving an imminent threat to the public health and safety of people in the political subdivision that has arisen after the posting of the agenda.

STAFF REPORT

MEETING DATE: September 24, 2019 **AGENDA ITEM**: 4C

TITLE:
City Manager's Report

STAFF REPRESENTATIVE:
Lynda Humble, City Manager

POLICY EXPLANATION:

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

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

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(3) an honorary or salutary recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutary recognition for purposes of this subdivision;
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(6) announcements involving an imminent threat to the public health and safety of people in the political subdivision that has arisen after the posting of the agenda.

STAFF REPORT

MEETING DATE: September 24, 2019 **AGENDA ITEM**: 4D

TITLE:
A proclamation of the City Council of the City of Bastrop, Texas recognizing October as National Community Planning Month.

STAFF REPRESENTATIVE:
Jennifer C. Bills, AICP, LEED AP, Assistant Planning Director



PROCLAMATION

BASTROPTX
Heart of the Lost Pines / Est. 1832

WHEREAS, change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places; and

WHEREAS, community planning and plans can help manage this change in a way that provides better choices for how people work and live; and

WHEREAS, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and

WHEREAS, the full benefits of planning requires public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and

WHEREAS, the month of October is designated as National Community Planning Month throughout the United States of America and its territories, and

WHEREAS, American Planning Association and its professional institute, the American Institute of Certified Planners, endorse National Community Planning Month as an opportunity to highlight the contributions sound planning and plan implementation make to the quality of our settlements and environment; and

WHEREAS, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of the members of planning commissions and other citizen planners who have contributed their time and expertise to the improvement of the City of Bastrop; and

WHEREAS, Downtown Bastrop was designated by the Texas Chapter of the American Planning Association as a Great Texas Neighborhood as part of the Great Places in Texas in 2019; and

WHEREAS, we recognize the many valuable contributions made by professional planners of the City of Bastrop and the volunteer members of the Planning and Zoning Commission, Zoning Board of Adjustment, Historic Landmark Commission and the Construction Standards Board and extend our heartfelt thanks for the continued commitment to public service by these professionals and volunteers;

NOW, THEREFORE, I, Connie Schroeder, Mayor of the City of Bastrop, do hereby recognize the month of October 2019 as:

Community Planning Month

in conjunction with the celebration of National Community Planning Month.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Bastrop, Texas to be affixed this 24th day of September 2019.

_____
Connie B. Schroeder, Mayor



STAFF REPORT

MEETING DATE: September 24, 2019 **AGENDA ITEM**: 4E

TITLE:
A proclamation of the City Council of the City of Bastrop, Texas recognizing the week of October 6th through October 12th as Fire Prevention Week for the City of Bastrop.

STAFF REPRESENTATIVE:
Andres Rosales, Fire Chief
James K. Altgelt, Assistant City Manager of Public Safety & Community Support

ATTACHMENTS:

- Proclamation for Fire Prevention Week



PROCLAMATION

BASTROPTX
Heart of the Lost Pines / Est. 1832

WHEREAS, the City of Bastrop is committed to ensuring the safety and security of all those living in and visiting Bastrop; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, home fires killed 2,735 people in the United States in 2016, according to the National Fire Protection Association (NFPA), and fire departments in the United States responded to 352,000 home fires; and

WHEREAS, the majority of U.S. fire deaths (4 out of 5) occur at home each year; and

WHEREAS, the fire death rate per 1,000 home fires reported to U.S. fire departments was ten (10) percent higher in 2016 than in 1980; and

WHEREAS, Bastrop's residents should identify places in their home where fires can start and eliminate those hazards; and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires in half; and

WHEREAS, Bastrop's residents should install smoke alarms in every sleeping room, outside each separate sleeping area, and on every level of the home; and

WHEREAS, Bastrop's residents should listen for the sound of the smoke alarm and when it sounds respond by going outside immediately to the designated meeting place; and

WHEREAS, Bastrop residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, Bastrop first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention, protection, and education; and

WHEREAS, Bastrop residents are responsive to public education measures and are able to take action to increase their safety from fire, especially in their homes; and

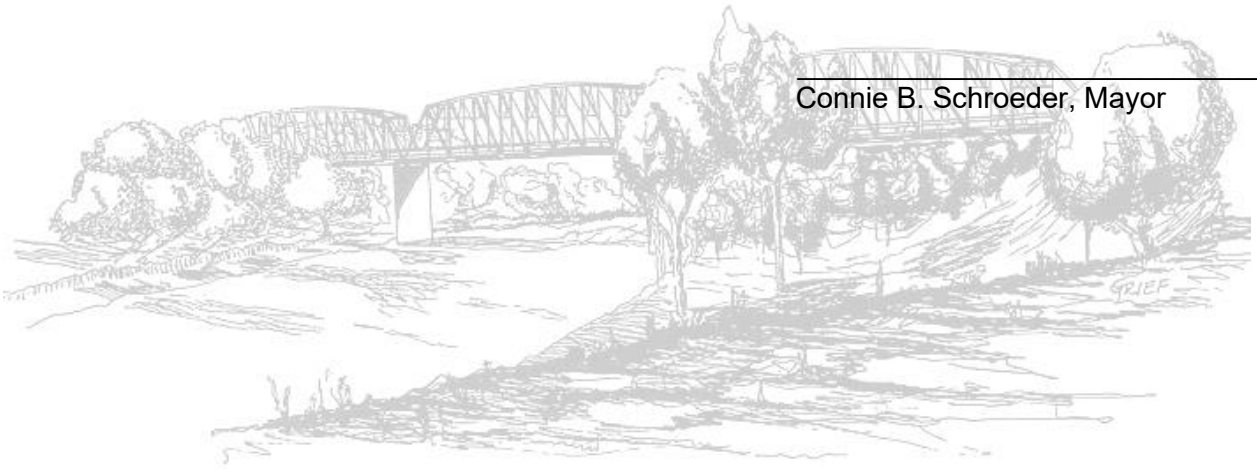
WHEREAS, the 2019 Fire Prevention Week theme, “Not Every Hero Wears A Cape. Plan and Practice Your Escape!” effectively serves to remind us that we need to take personal steps to increase our safety from fire.

NOW THEREFORE, I, Mayor Connie B. Schroeder, do hereby proclaim October 6th through October 12th as:

FIRE PREVENTION WEEK

And I urge all the people of Bastrop to be aware of their surroundings, look for available ways out in the event of a fire or other emergency, respond when the smoke alarm sounds by exiting the building immediately, and to support the many public safety efforts and activities of the Bastrop Fire Department.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Bastrop, Texas to be affixed this 24th day of September 2019.



Connie B. Schroeder, Mayor

STAFF REPORT

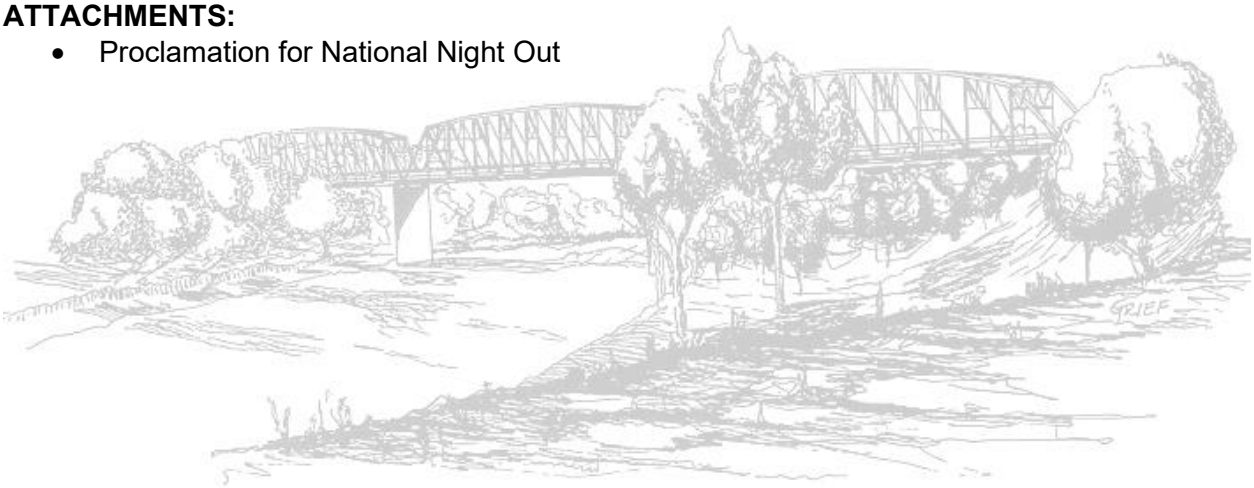
MEETING DATE: September 24, 2019 **AGENDA ITEM**: 4F

TITLE:
A proclamation of the City Council of the City of Bastrop, Texas recognizing the evening of October 1st, 2019 as National Night Out for the City of Bastrop.

STAFF REPRESENTATIVE:
James K. Altgelt, Assistant City Manager of Public Safety & Community Support

ATTACHMENTS:

- Proclamation for National Night Out



PROCLAMATION

BASTROPTX
Heart of the Lost Pines / Est. 1832

WHEREAS, National Night Out is an annual community-building campaign that promotes police-community partnerships and neighborhood camaraderie to make our neighborhoods safer, more caring places to live; and

WHEREAS, National Night Out enhances the relationship between neighbors and law enforcement while bringing back a true sense of community; and

WHEREAS, millions of neighbors take part in National Night Out across thousands of communities from all 50 states, U.S. territories, military bases worldwide; and

WHEREAS, the City of Bastrop plays a vital role in assisting the Bastrop Police Department through joint crime, drug, and violence prevention efforts in the City of Bastrop by supporting National Night Out 2019 locally; and

WHEREAS, National Night Out provides a great opportunity to bring police and neighbors together under positive circumstances.

NOW THEREFORE, I, Mayor Connie B. Schroeder, do hereby proclaim the evening of October 1st as:

NATIONAL NIGHT OUT

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Bastrop, Texas to be affixed this 24th day of September 2019.

_____
Connie B. Schroeder, Mayor

STAFF REPORT

MEETING DATE: September 24, 2019 **AGENDA ITEM**: 5A

TITLE:
Review Noise, Light, and Odor as a Nuisance in preparation of adopting the Bastrop Building Block Codes.

STAFF REPRESENTATIVE:
Clint Nagy, Assistant Chief of Police
James K. Altgelt, Assistant City Manager of Public Safety & Community Support

ATTACHMENT:
- PowerPoint Presentation



Bastrop City Council
Nuisance Overview

- Presented by Assistant Chief Clint Nagy

- September 24th, 2019

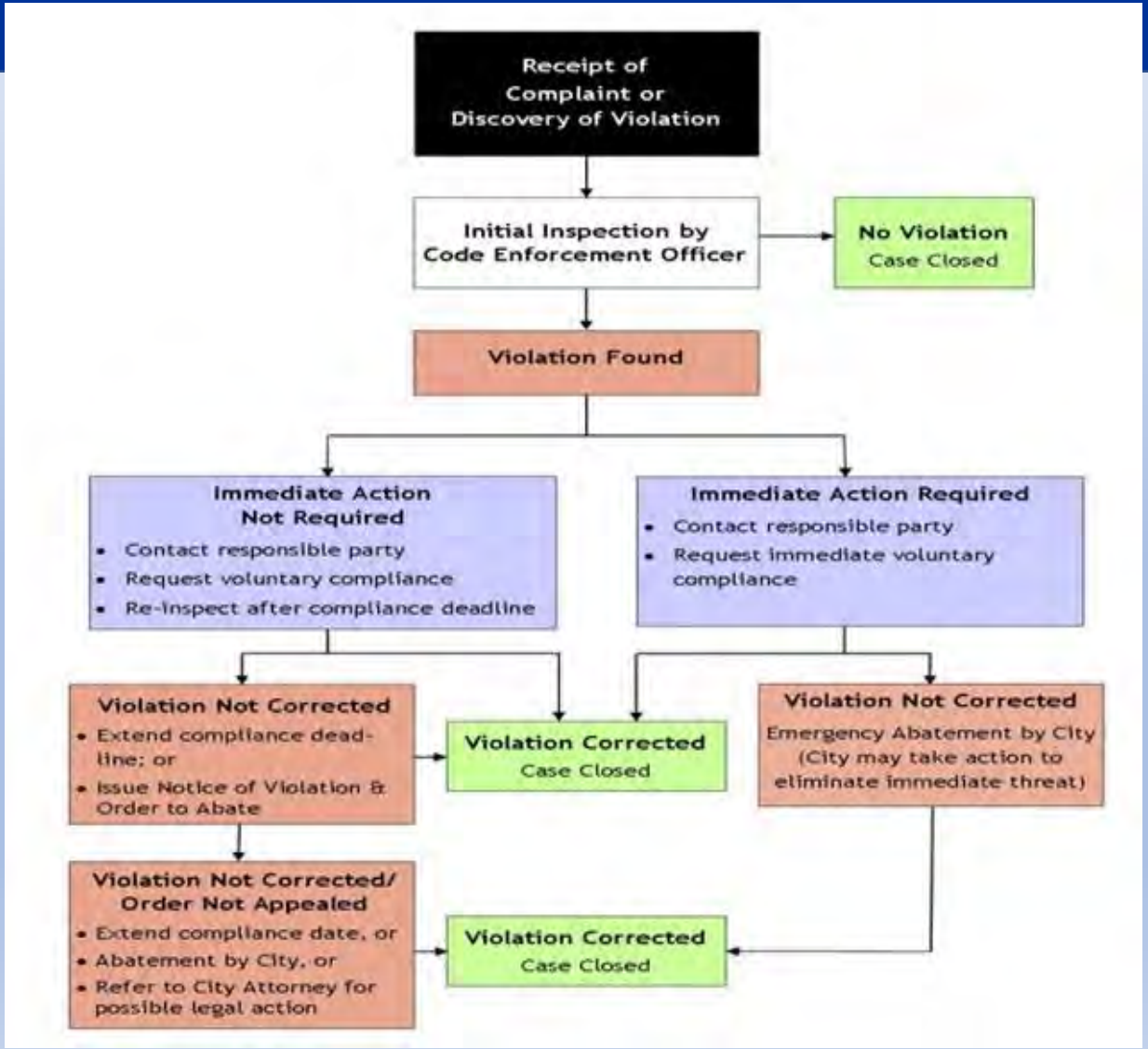
Purpose

- To showcase and discuss various City codes and ordnances that effect our Citizens' safety, Community values and well-being.
- Review the importance of nuisance codes and ordnances.
- Brief overview of how the Bastrop Police Department handles nuisance complaints.
- Suggest and review updates, if any, to our current nuisance ordnances.

Why we care

- Nuisance Code Enforcement likely reduces crime. There is a theory called the "broken window" theory that hypothesis that a neighborhood in disrepair (e.g. junked vehicles and rubbish) will invite crime.
- Property values may not lower to blight.
- Likely keeps our citizens healthy.
- Reduces stress and quality of life.
- Invites commerce and vacationers.
- Creates a sense of pride.

How We Enforce Nuisances



Public Safety
High Weeds, Grass & Junk

- No person shall permit any stagnant or unwholesome water, filth, carrion, weeds, rubbish, rubble, brush, lumber, building materials, refuse, junk, machinery or garbage, or impure or unwholesome matter of any kind, or objectionable, unsightly matter of whatever nature to accumulate or remain on any real property or premises which is owned by them or in their control, unless the offending material is entirely contained within a closed receptacle or a building and is not visible from the public right-of-way. Persons are responsible for removal of weeds, grass, junk and refuse from property or premises owned and controlled by them to the point that the property abuts the adjacent street pavement, the back of curb, or the public right-of-way.

NO CHANGE

Public Safety
Weeds and Grass

No person shall permit rank and/or uncultivated vegetable growth or matter to:

Grow to twelve (12) inches or more in height on any lot, tract or parcel of land within the corporate limits of the city that is five (5) acres or less in size;

Create an unsightly or unsanitary condition that is a harborage for rodents, vermin or other disease carrying pests, regardless of the height of weeds.

NO CHANGE

Public Safety
Junked Vehicle

A junked vehicle, including a part of a junked vehicle, is a public nuisance if it is visible from a public place or public right-of-way and it:

Is detrimental to the safety and welfare of the public; or

Tends to reduce the value of private property; or

Invites vandalism; or

Creates a fire hazard; or

Is an attractive nuisance creating a hazard to the health and safety of minors; or

Produces urban blight adverse to the city.

NO CHANGE

Public Safety
Litter

No person shall throw, deposit or leave any trash, debris, refuse, junk, garbage or other rubbish in any public street, thoroughfare, alley or ditch in the city.

NO CHANGE

Public Safety
Swimming Pools

No person owning, in control of, or operating any swimming pool, including a private swimming pool, shall maintain the swimming pool in a manner that is unsafe, unsanitary, or a danger to public safety, health or welfare.

NO CHANGE

Public Safety
Vendors, Peddlers and Solicitors

It shall be unlawful for a peddler, solicitor or vendor to engage in the activities defined and regulated in this article upon or along any public ways or public or private property within the city without first being issued an applicable permit.

Currently, may only operate between 8AM and 8PM, 7 Days a week.

Consider changing from 8AM – 9PM. A few of our special events such as the Christmas parade excide past 8PM

RECOMMEND CHANGE

Public Safety
Nuisance Animals

Public nuisance animal. Any animal, other than a protected animal, that unreasonably annoys humans, endangers the life or health of persons or other animals, or substantially interferes with the rights of citizens, other than their owners, to the enjoyment of life or property. The term "public nuisance animal" shall include, but is not limited to any animal, other than a protected animal, that:

Is found to be at large; dangerous and/or vicious;

Damages, soils, despoils or defecates on private property,

Excessively makes disturbing noises, including, but not limited to, continued and repeated howling, barking, whining, growling or other utterances causing unreasonable annoyance, disturbance, or discomfort to neighbors.

NO CHANGE

Public Safety
Hazardous Materials

Follow TCEQ's law and regulations

Public Safety
Film making

Outlines guidelines regarding commercial filming in the city are needed to protect the personal and property rights of the city and its residents.

NO CHANGE

Public Safety
Firearms Discharge

It shall be unlawful for any person to discharge or cause to be discharged any BB gun, pellet gun, gun, pistol, rifle, shotgun, or firearm of any kind within the city limits, except within a properly secured indoor firearms range, peace officers acting under law or persons defending persons or property.

Texas State Law regulates Firearm Discharge by regulating (7) discharges a firearm in a public place other than a public road or a sport shooting range, displays a firearm or other deadly weapon in a public place in a manner calculated to alarm; discharges a firearm on or across a public road.

NO CHANGE

Public Safety Lighting

Important Definitions.

- Lumen: The unit of measure used to quantify the amount of light produced by a bulb or fixture. The lumen rating is generally located on the lighting package.
- Light Trespass: Light that falls beyond the property it is indented to illuminate. Light trespass into bedrooms disrupts sleeping patterns.
- Glare: lighting entering the eye directly from the luminaires or indirectly from the reflective surfaces that causes visual discomfort or reduced visibility. Glare is blinding and reduces our night vision.

Lighting
Suggested Offenses

It is a violation if light trespass (i.e. any detectable measure over zero at all locations past three feet of the property perimeter.

Lighting should not be allowed to shine past 90 degrees of the light / lamp as pictured to the left. The right-hand picture shows all light directed below 90 degrees.





It is violation to emit light onto the property of another unreasonably interfering with the neighboring property owner's use and enjoyment of their property.

RECOMMEND CHANGE

Public Safety
Vehicle Towing

The proper and safe functioning of the towing business has critical impact on the safety and welfare of the public since it involves use of the public streets of the city, often in circumstances necessitating prompt removal of dangerous obstructions to traffic.

Also regulated by TDLR

NO CHANGE

Public Safety Curfew

11:00 p.m. on any Sunday, Monday, Tuesday, Wednesday, or Thursday, until one-half hour before sunrise of the following day; and

12:01 a.m. until one-half hour before sunrise on any Friday or Saturday; and

During school hours on any Monday, Tuesday, Wednesday, Thursday, or Friday when Bastrop Independent School District public schools are in session.

Consider 5:00AM rather than one-half hour before sunrise

RECOMMEND CHANGE

Odor
Unsanitary Conditions

No person in control of or owning any premises shall permit the premises to exist in an unsanitary, unhealthy, or contaminated condition or maintain the premises in such a manner that it is likely to attract or harbor mosquitoes, rodents, vermin, or disease-carrying pests.

Sewage, human excreta, wastewater, garbage, or other organic material may not be deposited, stored, discharged, or exposed in such a way as to be a potential instrument or medium in disease transmission to a person or between persons.

May relay on TCEQ's laws and regulations

(c)

NO CHANGE

Odor
Animal, Litter and Carcasses

No person shall conduct any activity that creates or results in noxious odors that extend beyond the property line of the originating tract.

Consider;

- **Adding definitions of "noxious" and "odor".**
- **Updating language to state any unreasonable noxious, strong, unpleasant odor which caused material distress, discomfort or injury to person of ordinary sensibilities.**
- **Declare odors from chemicals, smoke, stagnant pools, refuse (litter), composting, and dead animals, and animal excrement offensive in themselves and a violation.**

- Odor is subjective and common sense must be used when enforcing.

RECOMMEND CHANGE

Odor "Detection"

Enforcement should be reasonable and based on the ordinary persons sensibilities.



Consider utilizing odor meters. One meter is suitable for detecting and providing a strength level of cigarettes, medicines, foods and odor from some production process. Another meter is for measuring putrid smells, garbage restaurants and pet odors.

Each meter is about $2200.

It is measured by collecting an air sample in a bag and inserting the machines nozzle into the bag. It sucks in the air in the bag and provides a measurement.

Sound Noise

No person shall conduct, permit or allow any activity or sound source to produce a sound that is discernible beyond the property lines of the property on which the sound is being received that when measured above;

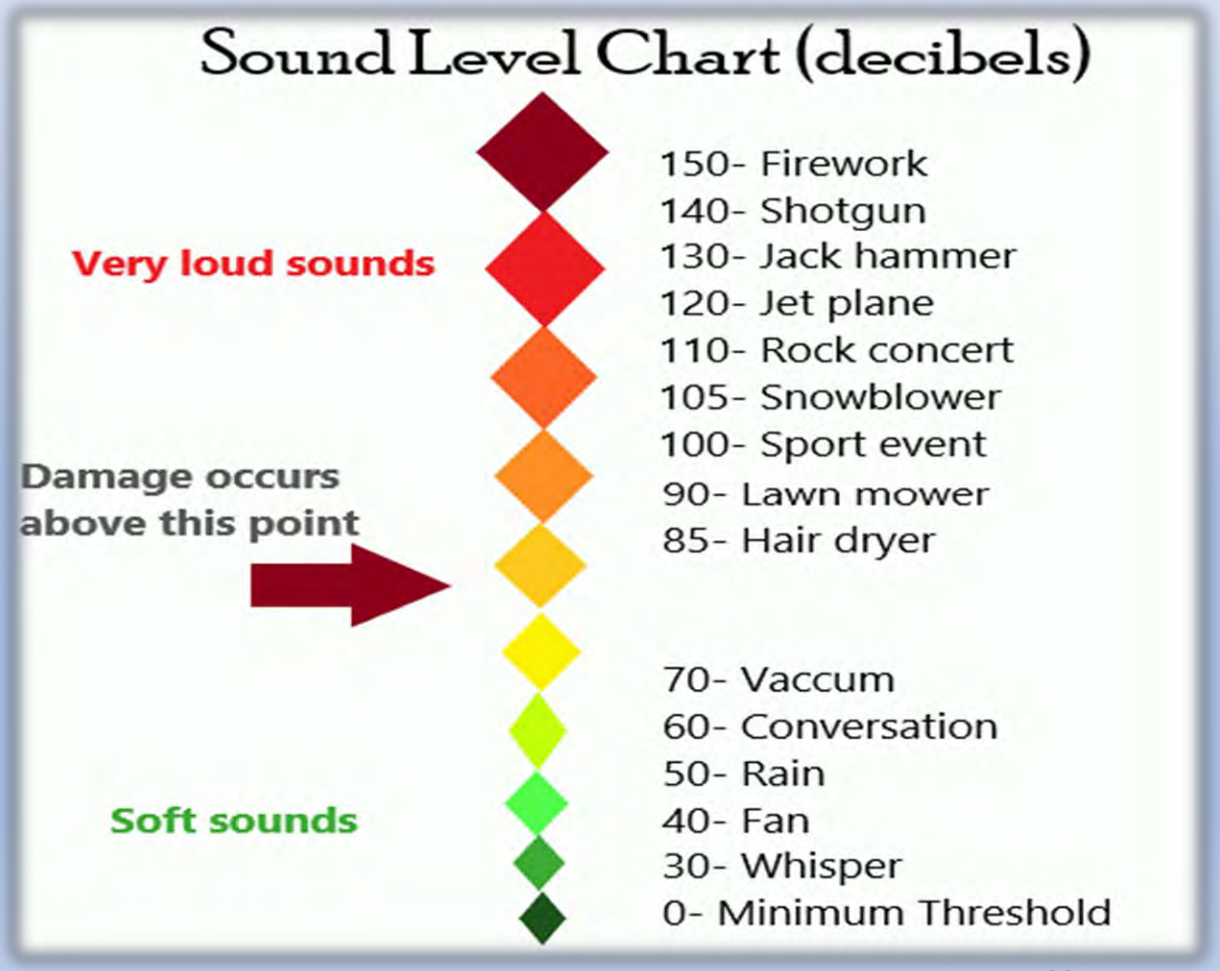
(1)Residential property: 85 dB(A) during daytime, and 80 dB(A) during nighttime hours.

(2)Nonresidential property: 85 dB(A) during daytime, and 80 dB(A) during nighttime hours.

Sound Noise

Residential property:
85 dB(A) during daytime, and 80 dB(A) during nighttime hours.

Nonresidential property: 85 dB(A) during daytime, and 80 dB(A) during nighttime hours



Sound
Noise Measurement



Sound Noise

Consider;

- **Lowering Residential Property to by 10 decibels day and night**
- **Adding animals such as dogs (barking) and other animals to this section.**

A good fall back on the noise ordinance can be Texas' State Law, Disorderly Conduct. It states it is unlawfully to make any unreasonable noise in a public place; if the noise is above 85 decibels after being notified by a peace officer, the noise is a public nuisance.

RECOMMEND CHANGE

Sound
Noise from Autos

The use of any automobile, motorcycle, or other vehicle so out of repair, so loaded, or in such a manner so as to create loud and unreasonable grating, grinding, rattling or any other loud and unreasonable sound is hereby prohibited and declared to be unlawful.

Sound
Noise from Autos

It is unlawful for any person to operate a radio, tape or CD player, or other electronic or mechanical sound-making device from within a motor vehicle in the city in a manner that emits sounds that are audible on a public right-of-way, street, or highway, to the human ear of a person with average and normal hearing, at a distance of thirty-five (35) feet or more from the motor vehicle.

Consider adding discomfort or injury to person of ordinary sensibilities.

RECOMMEND CHANGE

Community Values
Animals

The facility/residence must be adequate for the number and type of animals kept.

The facility/residence must be of sufficient size but to allow animals to move about freely.

Adequate food and water.

The facility/residence shall be continuously maintained in a sanitary condition and reasonably free of animal waste, parasites, rodents, insects and flies that could be harmful to the animal's health and/or to the health of the general public.

NO CHANGE

Community Values Animals Cont.

The animals and the facility/residence must be kept free of odor or stench which is offensive to a person of ordinary sensibilities.

The animals must be maintained in a manner which does not pose a danger to the health of the animals themselves.

The animals in the facility/residence shall not cause noise(s) or other disturbances that are offensive or disturbing to a person of ordinary sensibilities on adjoining, adjacent or neighboring premises.

NO CHANGE

Community Values
Kennels and Sale of animals

Permits shall be required of all multiple pet owners.

Animal breeders shall be issued a private breeder permit, which will permit the sale and/or transfer of puppies or kittens on private property that is owned/controlled by the seller/transferrer or breeder, unless otherwise prohibited by applicable ordinance related to the use of property (e.g., the municipal zoning ordinances) within the city's corporate limits

Individuals who are breeding/selling/transferring the offspring of their pet animals are permitted to sell and transfer on one occasion per calendar year, without the necessity of acquiring a city permit to do so, under this provision, unless such sale is otherwise prohibited by applicable ordinance related to the use of the property involved (i.e., the municipal zoning ordinances)

NO CHANGE

Community Values
Loitering and Camping

Loitering *prohibited.* A person shall be deemed to be loitering, which is prohibited, if a person is sitting, lying down, sleeping or stowing personal belongings in or on a public area, without the express permission of the entity or person who owns or otherwise controls such public areas, and if:

The person was notified by a law enforcement officer that a person's activities violate a city regulation; and/or

The person was asked by the entity, owner or person in control of the property in question to vacate the public area.

Camping is use of a public area for living accommodations.

Consider; adding time frame(s) to this ordnance.

RECOMMEND CHANGE

Community Values
Sexually Oriented Businesses

Sexually *oriented business is a*ny adult service business, adult entertainment business, adult bookstore or adult lounge.

NO CHANGE

Community Values
Special Events

Outlines guidelines regarding Special Events such as festivals and parades in the city are needed to protect the personal and property rights of the city and its residents.

NO CHANGE

STAFF REPORT

MEETING DATE: September 24, 2019 **AGENDA ITEM**: 5B

TITLE:
Receive a presentation and discuss the possibilities of allowing an entry monument sign and a "way-finding" kiosk sign pilot program for the Piney Creek Bend Subdivision with Shawn Kirkpatrick, Director of Public Affairs for KB Home Austin.

STAFF REPRESENTATIVE:
James K. Altgelt, Assistant City Manager of Public Safety & Community Support
Trey Job, Assistant City Manager of Development Services

BACKGROUND/HISTORY:
The City of Bastrop continues to experience growth with new construction in single family and multi-family housing units. Having new housing units has a positive impact for the entire community (economic development, property tax values, workforce housing, etc.).

There are opportunities throughout the City for future projects. In-fill development is an essential component to the City's ability to achieve fiscal sustainability. Successful infill development will not only benefit our current and future developers; it will benefit our entire community by ensuring Bastrop continues to enjoy economic growth, single and multi-family housing options, and additional property taxes. The successful marketing strategies for these projects will rely heavily on signage. Our current sign ordinance is very specific as to location and types of signage that can be utilized by developers/builders. A policy conversation will help identify and/or evaluate solutions that Council may consider implementing as future policy changes.

On Tuesday, September 10, 2019, Shawn Kirkpatrick, Director of Public Affairs for KB Home Austin, and his development team expressed to Staff an interest in potentially pursuing a sign variance request for their Piney Creek Bend Planned Development (PD). KB Home would like to explore the possibility of obtaining a wayfinding sign and a monument sign for their current PD.

POLICY EXPLANATION:
Chapter 3 – Building Regulations, Article 3.20 – Signs of the City of Bastrop Code of Ordinances regulates the standards and requirements for all signs that are within the city limits.

FUNDING SOURCE:
N/A

RECOMMENDATION:
Receive a presentation and discuss the possibilities of allowing an entry monument sign and a "way-finding" kiosk sign pilot program for the Piney Creek Bend Subdivision with Shawn Kirkpatrick, Director of Public Affairs for KB Home Austin.

ATTACHMENT:

- PowerPoint Presentation





Piney Creek Bend

Bastrop, TX

kb HOME

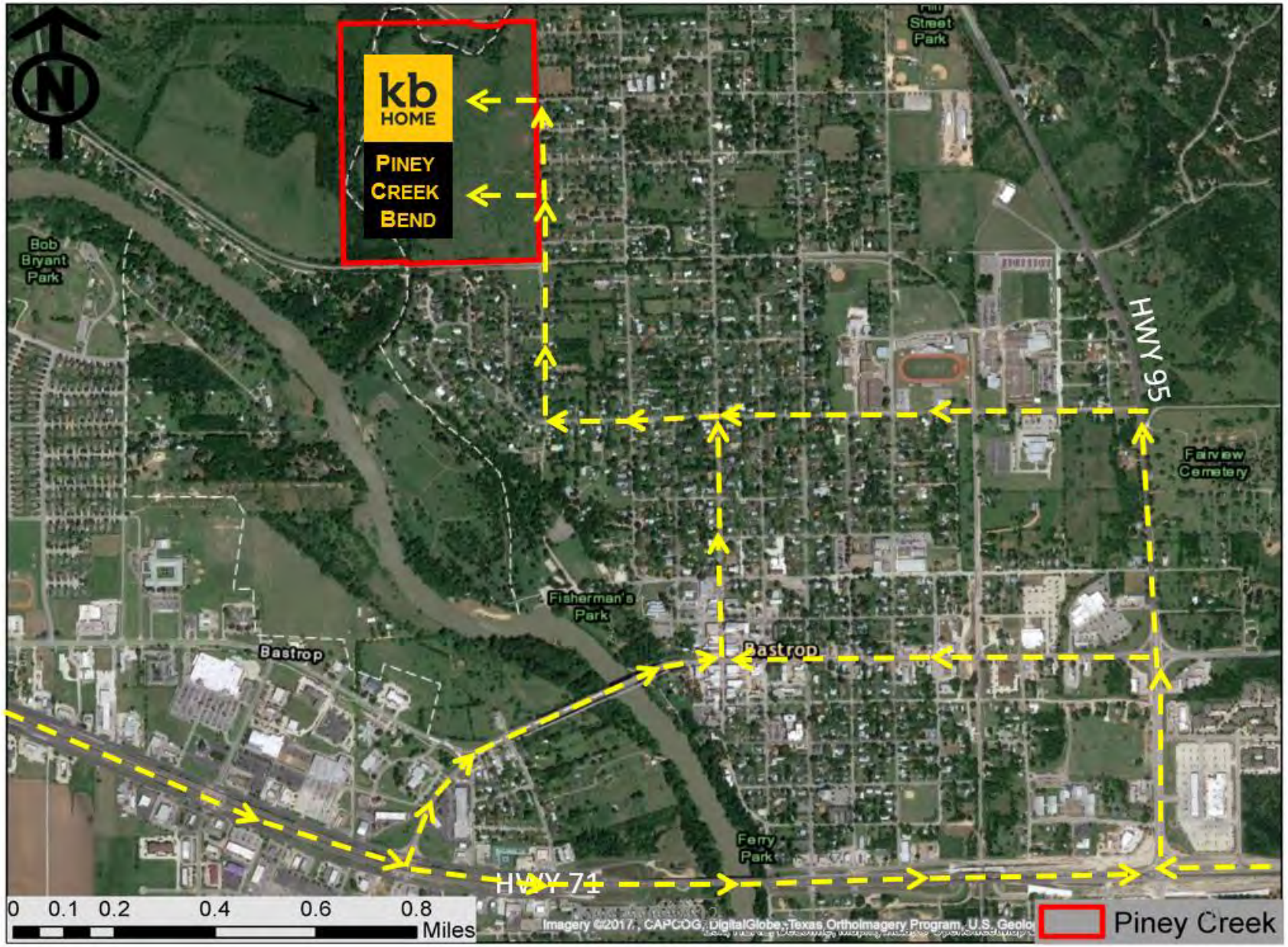
Company History

- Founded in 1957
- Recognized industry leader; sustainability, building innovation and highly energy- and water-efficient homes
- Buyer centric “Built-to-Order” process; lot location, floor plan, décor choices, design features and special touches

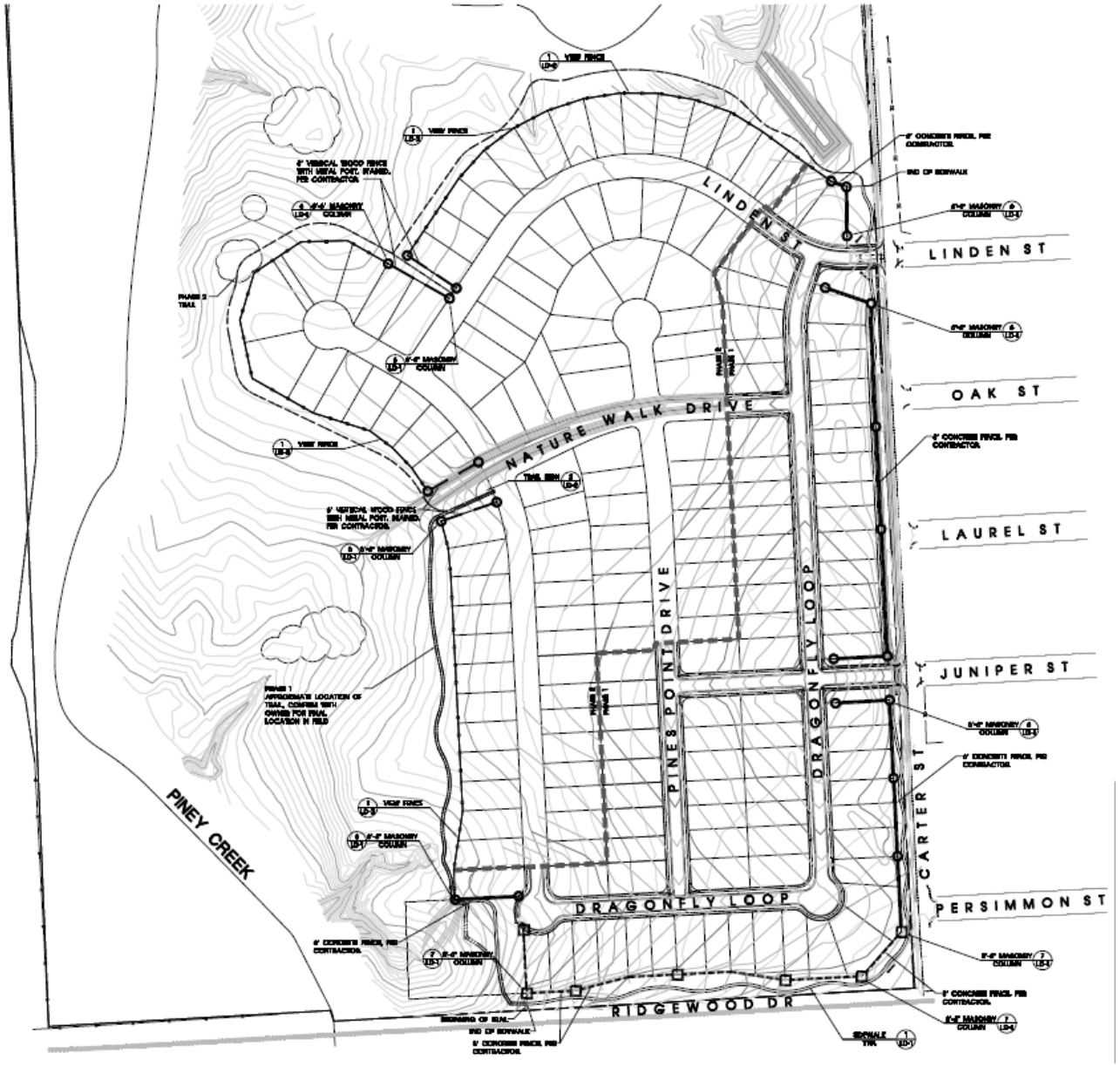
Piney Creek Bend History

- Piney Creek Bend Planned Development (PD)
- Acquired from previous developer (WMV Piney Creek, LLC)
- Development construction commences April 2018
- Recorded first (1st) sale February 2019
- First (1st) closing June 2019

Piney Creek Bend Location



Overall Layout



Community Team Engagement

Organic Marketing

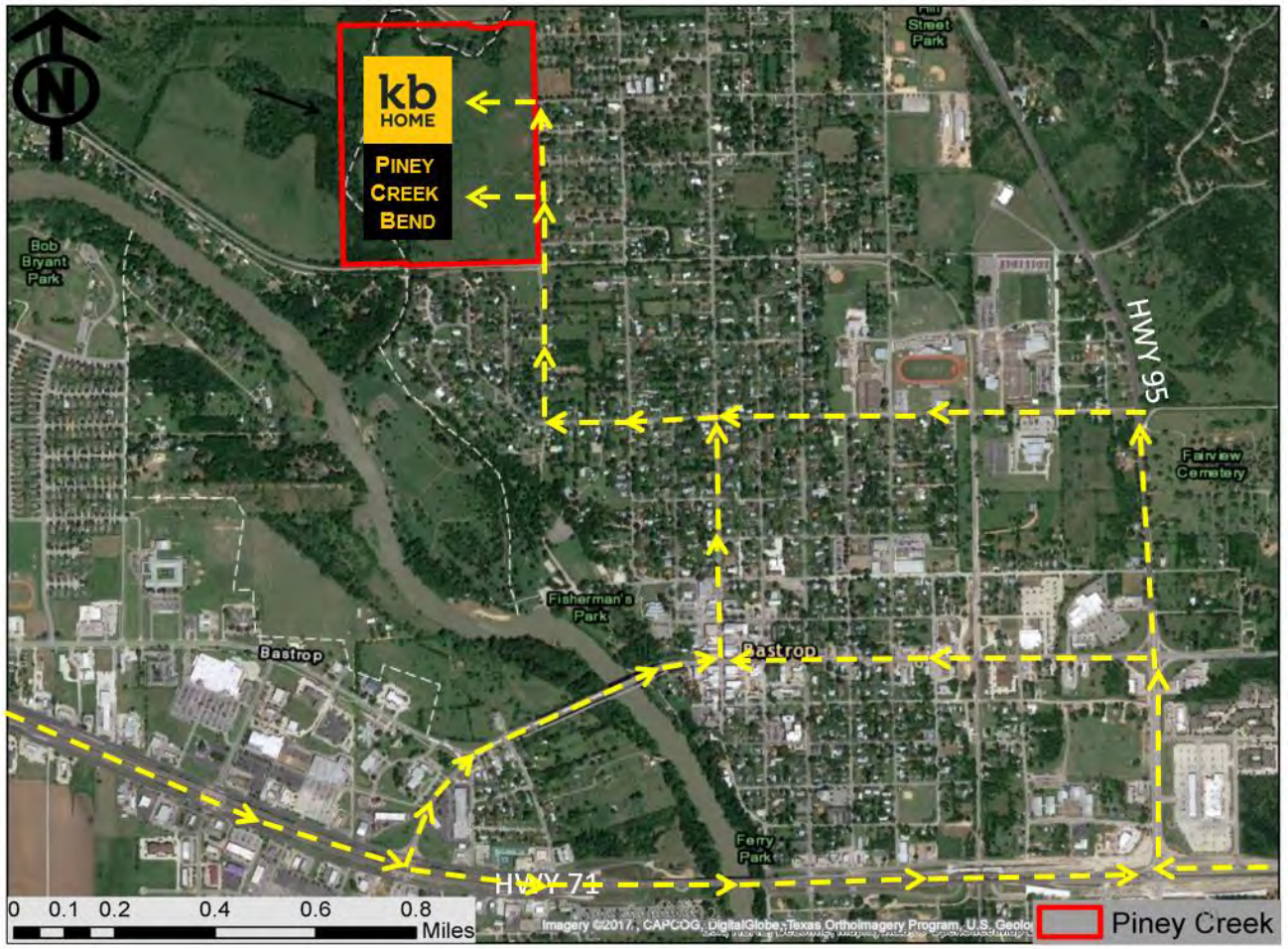
- Participate in the Bastrop Homecoming Parade
- KB Cares initiative providing swag and school supplies for the Chamber of Commerce welcome bags for new teacher orientation
- Engagement with local Realtor community
- Co-promote with local businesses and merchants
- Sponsor YMCA Movies in the Park

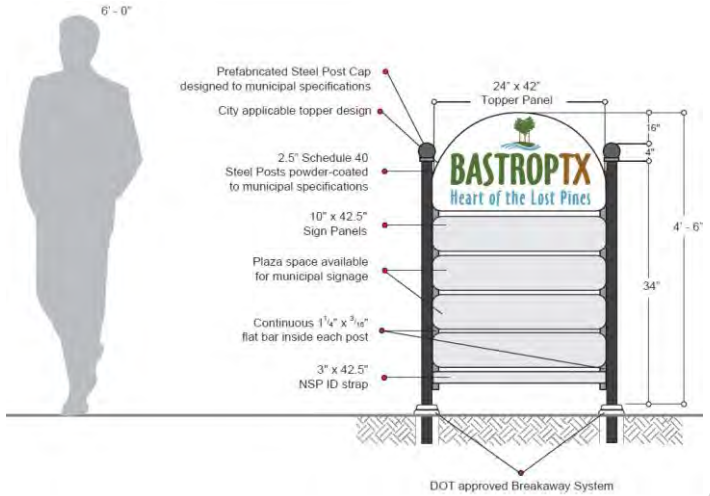


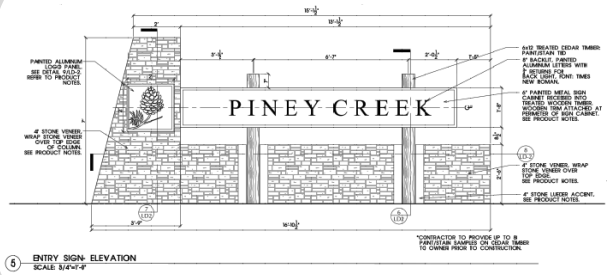


CHALLENGES

- West of the “North End” and north of the “Old Town” Character District
- In-fill residential development located within Downtown Bastrop
- “Last Mile” directional route signage from Highway 71 and 95
- Identification of community public realm trail system







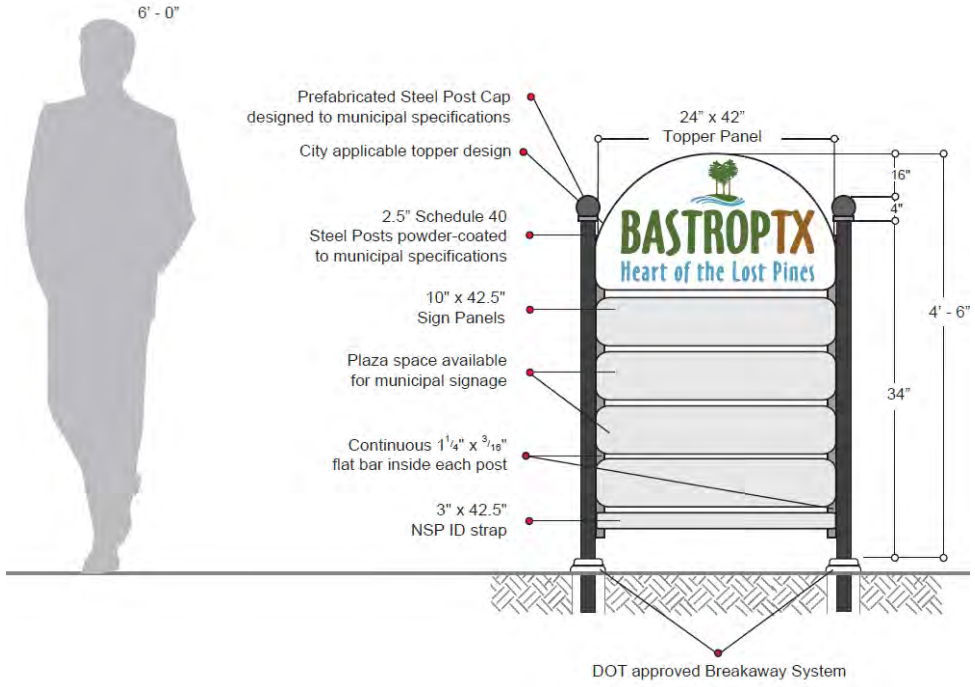
kb HOME

Proposed Solutions

Wayfinding and Builder Kiosk
Community Monumentation

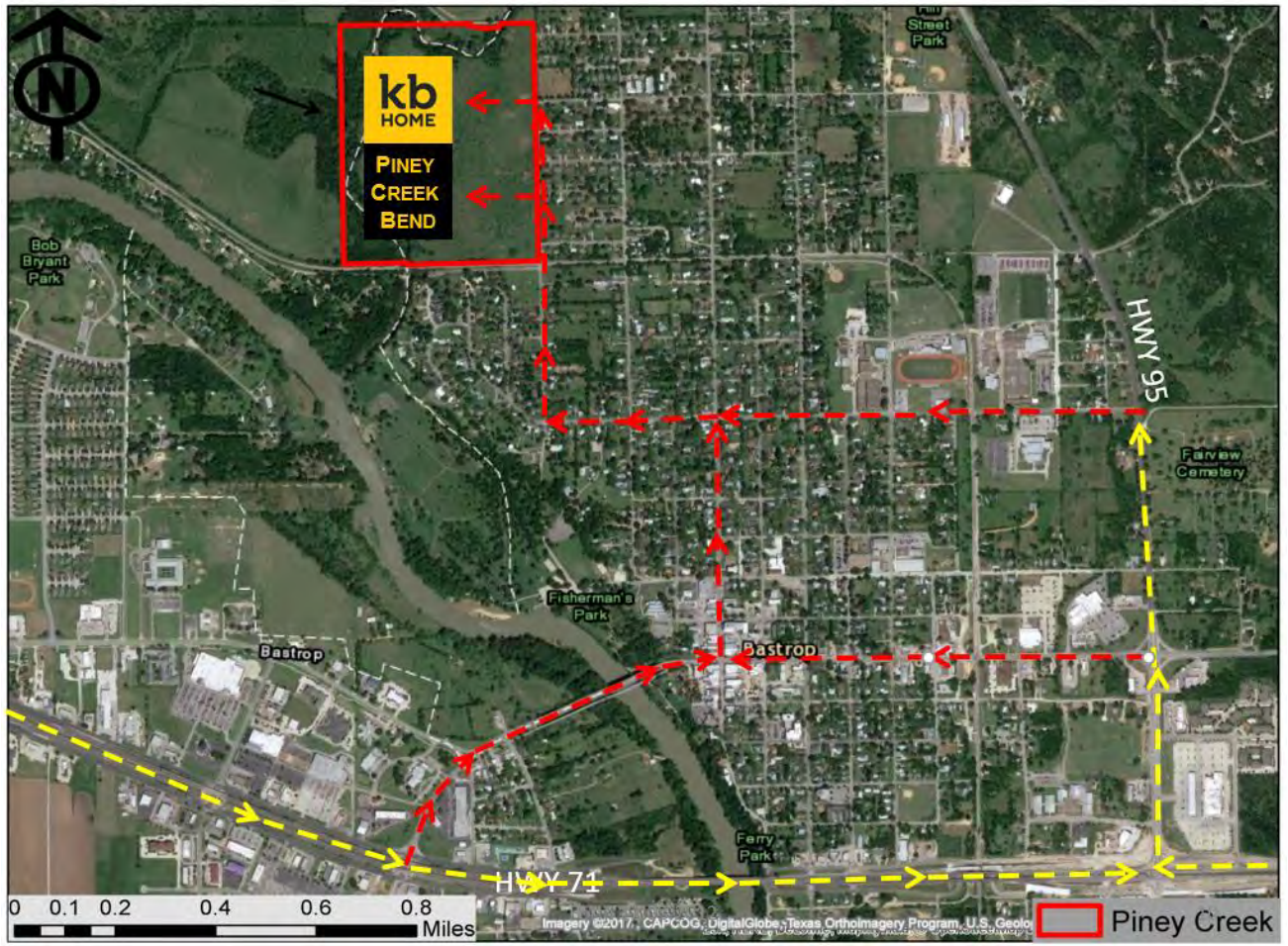
WAYFINDING

- A pilot wayfinding and builder kiosk to provide a clean “last mile” directional signage route
- No cost pilot program to the City
- Additional wayfinding blades along the routes for key points of community interest
- Elimination of directional ground signage as allowed in the current sign ordinance

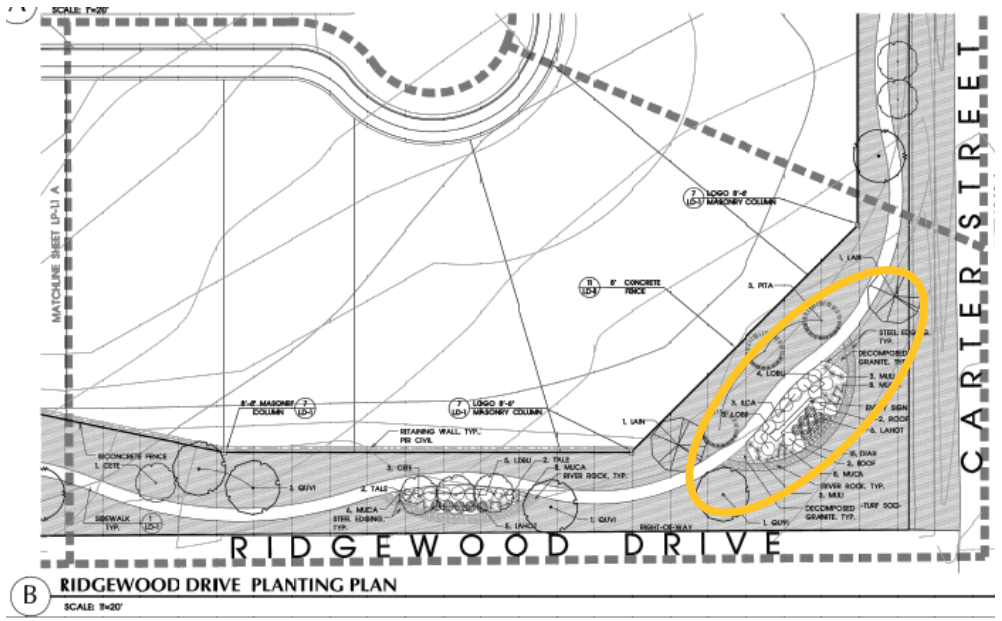


Wayfinding Request

- 6 to 9 kiosk location
- Private property with owner permission
- No property used for a residential purpose



MONUMENTATION



- Community Monumentation provides a visual reference from the intersection of Carter and Cedar Street to identify the location of the community without the use ground signage in a primarily residential area
- Identification of the public realm trail system encircling the community to encourage usage and enjoyment of the native eco-system along Piney Creek

MONUMENTATION REQUEST



- 3rd Monument at Carter St. and railroad (Ridgewood Dr.) identifying the community and public realm trail system
- 3 commercial flag poles to display the U.S.A., Texas and community flag

Thank you

Shawn Kirkpatrick

Director of Public Affairs

April Mierstchin

Director of Marketing

STAFF REPORT

MEETING DATE: September 24, 2019 **AGENDA ITEM**: 6A

TITLE:
Receive Monthly Development Update.

STAFF REPRESENTATIVE:
Matt Jones, Director of Planning and Development

BACKGROUND/HISTORY:
The Planning and Development Department's mission is preserving the past, while facilitating growth and quality of life in harmony with the vision for the City of Bastrop's future. The purpose of the department is to maximize community strengths and minimize weaknesses; protect property rights and enhance property values; anticipate growth and provide adequate public facilities and services; balance economic growth with quality of life issues; and avoid unmanageable concentrations or dispersal of population.

POLICY EXPLANATION:
Regular update for City Council and community regarding planning and development related items.

ATTACHMENT:
- PowerPoint presentation



Monthly Development Update

BASTROPTX
Heart of the Lost Pines / Est. 1832

Planning and Development

Mission and Purpose

Mission:

Preserving the past while facilitating growth and quality of life in harmony with the vision for the City of Bastrop's future.

Purpose:

To maximize community strengths and minimize weaknesses; protect property rights and enhance property values; anticipate growth and provide adequate public facilities and services; balance economic growth with quality of life issues; and avoid unmanageable concentrations or dispersal of population.

BASTROPTX
Heart of the Lost Pines / Est. 1832

August - September Activity Matrix

	August - September	FYTD
Counter Visits	139	2,075
Permits Issued	100	1,017
Permit Applications	87	1,016
Pre-Application Meetings	8	171
Pre-Development Meetings	2	2

BASTROPTX
Heart of the Lost Pines / Est. 1832

New Certificate of Occupancy

- Base Camp Deli – 711 Pine St.
- James Avery – 747 HWY 71, Unit B100
- Bastrop Montessori – 907 Chestnut

BASTROPTX
Heart of the Lost Pines / Est. 1832

Ongoing Commercial Projects

- Stem and Stone – 1007 Chestnut
  - 100% complete



BASTROPTX
Heart of the Lost Pines / Est. 1832

Ongoing Commercial Projects

- Seton Hospital – 630 HWY 71 W
  - Estimated Completion October 2019 – 70% complete



BASTROPTX
Heart of the Lost Pines / Est. 1832

Ongoing Commercial Projects

- 365 Mini Storage – 510 HWY 71 W
  - Estimated Completion December 2019 – 25% complete



BASTROPTX
Heart of the Lost Pines / Est. 1832

Ongoing Commercial Projects

- Lost Pines Professional Building – 711 Old Austin Highway
  - Estimated Completion September 2019 – 60% complete



BASTROPTX
Heart of the Lost Pines / Est. 1832

Residential Projects

- Pecan Park
  - 282 lots – 67 new Section 3D and 3E
- Piney Creek Bend
  - 77 lots
- The Preserve at Hunter's Crossing
  - 140 units

BASTROPTX
Heart of the Lost Pines / Est. 1832



BUILDING BASTROP

HONORING OUR AUTHENTIC PAST.
PLANNING FOR OUR SUSTAINABLE FUTURE.

Questions or Comments?

BASTROPTX
Heart of the Lost Pines / Est. 1832

STAFF REPORT

MEETING DATE: September 24, 2019 **AGENDA ITEM**: 6B

TITLE:
Receive presentation on the unaudited Monthly Financial Report for the period ending August 31, 2019.

STAFF REPRESENTATIVE:
Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:
The Chief Financial Officer provides the City Council a monthly financial report overview for all funds to include detailed analysis for General Fund, Water-Wastewater Fund, Bastrop Power & Light and the HOT Tax Fund.

Funds with negative variances:

REVENUE

- Impact Fund – the revenue was based on 100 new Service Unit Equivalent (SUE) on the system this year. We are YTD at 77.
- Cemetery – the revenue was based on 15 resident and 55 non-resident fees. We have sold 34 resident and 22 non-resident YTD. Because the fee is not the same for both our revenue is less than forecasted.

EXPENDITURES

- Cemetery - The expenditures are over forecast due to a needed budget amendment for the purchase of real property that was approved by Council on June 25, 2019. This amendment will come to Council the first meeting in October.
- Hunter's Crossing Public Improvement District – the legal fees have exceeded the budgeted amount.

POLICY EXPLANATION:
This reporting requirement is set forth by the City of Bastrop Financial Management Policies, Chapter IV. Operating Budget, Section D. Reporting, adopted in conjunction with the FY2019 budget on September 25, 2018.

FUNDING SOURCE:
N/A

ATTACHMENTS:

- Unaudited Monthly Financial Report for the period ending August 31, 2019

CITY OF BASTROP

Comprehensive Monthly Financial Report
August 2019



Performance at a Glance as of August 31, 2019

	YEAR TO DATE	REFERENCE
ALL FUNDS SUMMARY	POSITIVE	Page 4-5
GENERAL FUND REV VS EXP	POSITIVE	Page 6
SALES TAXES	POSITIVE	Page 7
PROPERTY TAXES	POSITIVE	Page 8
WATER/WASTEWATER FUND REV VS EXP	POSITIVE	Page 9
WATER/WASTEWATER REVENUES	WARNING	Page 10
ELECTRIC FUND REV VS EXP	POSITIVE	Page 11
ELECTRIC REVENUES	WARNING	Page 12
HOT TAX FUND REV VS EXP	POSITIVE	Page 13
HOTEL OCCUPANCY TAX REVENUES	POSITIVE	Page 14
Legal fees	N/A	Page 15

PERFORMANCE INDICATORS

POSITIVE	= Positive variance or negative variance < 1% compared to seasonal trends
WARNING	= Negative variance of 1-5% compared to seasonal trends
NEGATIVE	= Negative variance of >5% compared to seasonal trends

COMPREHENSIVE MONTHLY FINANCIAL REPORT – August 2019

ECONOMIC INDICATORS

ECONOMY

National:

Real gross domestic product (GDP) increased at an annual rate of 2.1% in the 2nd quarter of 2019. This is down from 3.2% from 1st quarter 2019. The personal income increased by .1% in July 2019 after increasing in June 2019 by .4%. (All of these reported by the Bureau of Economic Analysis.)

U.S. Retail Sales:

Up .5% in July 2019

Texas Leading Index:

This index is a single summary statistic that sheds light on the future of the state's economy. The index is a composition of eight leading indicators. The index is at 128.65 in July 2019, down .18% from June 2019 and down .99% from one year ago.

UNEMPLOYMENT

State-wide:

The state unemployment is 3.4% in July 2019 which is neutral from June 2019.

Bastrop:

Bastrop County has an unemployment rate of 3.5% in July 2019 which is up from 3.3% in June 2019.

August 31, 2019– NEWS FOR YOU

Attached is the Comprehensive Monthly Financial report for August 2019. This is 11 month of FY 2019, or 91.7% of the fiscal year is complete.

Revenues: Overall, the City has earned $33,618,964. This amount is 85% of the approved budget of $39,325,537 and is .2% higher than the amount forecasted through the month of August.

Expense: Overall, the City has spent 16% less than forecasted.

Noteworthy

N/A

BUDGET SUMMARY OF ALL FUNDS

Revenues:	FY2019 Budget	FY2019 Forecast	FY2019 YTD	Variance
General	$ 11,510,702	$ 10,698,471	$ 10,750,286	0.5%
Designated	58,100	44,483	59,887	34.6%
Innovation	928,825	425,172	437,378	2.9%
Street Maintenance	1,106,000	1,105,500	1,122,377	1.5%
Debt Service	2,637,663	2,383,140	2,408,104	1.0%
Water/Wastewater	5,707,190	5,095,099	5,052,721	-0.8%
Water/Wastewater Debt	2,235,643	1,528,955	1,538,812	0.6%
Water/Wastewater Capital Proj	155,000	142,083	163,055	14.8%
Impact Fees	509,600	441,133	337,480	-23.5%
Vehicle & Equipment Replacement	611,563	557,308	573,048	2.8%
Electric	7,721,040	6,991,047	6,880,034	-1.6%
HOT Tax Fund	3,614,246	3,311,865	3,429,460	3.6%
Library Board	20,550	17,838	27,187	52.4%
Park/Trail Land Dedicaiton (1)	102,791	458	2,256	392.6%
Cemetery	113,700	96,917	74,108	-23.5%
Capital Bond Projects	75,000	68,750	112,097	63.1%
Grant Fund	1,644,576	115,250	121,606	5.5%
Hunter's Crossing PID	573,348	525,631	529,068	0.7%
TOTAL REVENUES	$ 39,325,537	$ 33,549,100	$ 33,618,964	0.2%

POSITIVE	= Positive variance or negative variance < 1% compared to forecast
WARNING	= Negative variance of 1-5% compared to forecast
NEGATIVE	= Negative variance of >5% compared to forecast

(1) Budgeted revenue was received at end of FY18

COMPREHENSIVE MONTHLY FINANCIAL REPORT –August 2019

BUDGET SUMMARY OF ALL FUNDS

	FY2019 Budget	FY2019 Forecast	FY2019 YTD	Variance
Expense:				
General	$ 11,520,703	$ 10,404,495	$ 9,988,381	-4.0%
Designated	535,150	526,804	68,913	-86.9%
Innovation	2,375,488	1,848,263	1,301,692	-29.6%
Street Maintenance	566,797	425,097	86,317	-79.7%
Debt Service	2,716,641	2,511,637	2,467,444	-1.8%
Water/Wastewater	5,821,984	5,179,561	5,078,500	-2.0%
Water/Wastewater Debt	1,425,805	1,425,805	1,441,890	1.1%
Water/Wastewater Capital Proj.	2,857,105	2,919,527	963,019	-67.0%
Impact Fees	972,647	104,115	98,937	-5.0%
Vehicle & Equipment Replacement	423,764	400,764	323,971	-19.2%
Electric	8,344,778	7,491,100	7,118,341	-5.0%
HOT Tax Fund	3,972,045	3,473,974	3,251,736	-6.4%
Library Board	21,475	19,685	10,879	-44.7%
Park Dedication	107,977	-	-	0.0%
Cemetery (1)	97,480	85,048	185,693	118.3%
Hunter's Crossing PID	142,720	132,910	143,827	8.2%
Capital Projects (Bond)	5,551,132	4,269,038	1,825,439	-57.2%
Grant Fund	1,644,576	304,578	280,803	-7.8%
TOTAL EXPENSES	$ 49,098,267	$ 41,522,401	$ 34,635,782	-16.6%
Surplus/(Shortfall)	$ (9,772,730)	$ (7,973,001)	$ (1,016,818)	-87.2%

POSITIVE	= Negative variance or positive variance < 1% compared to forecast
WARNING	= Positive variance of 1-5% compared to forecast
NEGATIVE	= Positive variance of >5% compared to forecast

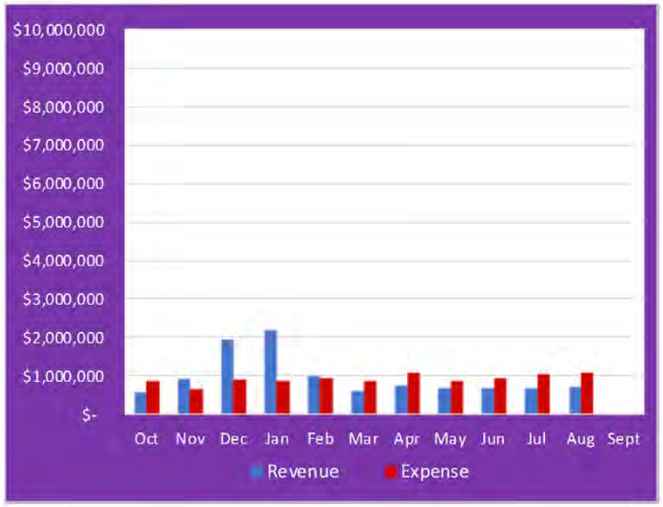
(1) Need Budget Amendment for land purchase approved by Council

COMPREHENSIVE MONTHLY FINANCIAL REPORT –August 2019

OVERALL FUND PERFORMANCE

GENERAL FUND REVENUES VS EXPENSES

Month	FY2019 Revenue	FY2019 Expense	Monthly Variance
Oct	$ 579,372	$ 860,860	$ (281,488)
Nov	911,134	664,939	$ 246,195
Dec	1,937,802	897,305	$ 1,040,497
Jan	2,180,486	846,227	$ 1,334,259
Feb	998,718	931,640	$ 67,078
Mar	611,908	864,243	$ (252,335)
Apr	742,215	1,079,453	$ (337,238)
May	695,602	849,171	$ (153,569)
Jun	681,571	925,729	$ (244,158)
Jul	691,880	1,014,465	$ (322,585)
Aug	719,598	1,054,348	$ (334,750)
Sept			$ -
Total	$ 10,750,286	$ 9,988,380	$ 761,906
Cumulative Forecast	$ 10,698,471	$ 10,404,495	$ 293,976
Actual to Forecast $	$ 51,815	$ 416,115	$ 467,930
Actual to Forecast %	0.48%	4.00%	4.48%

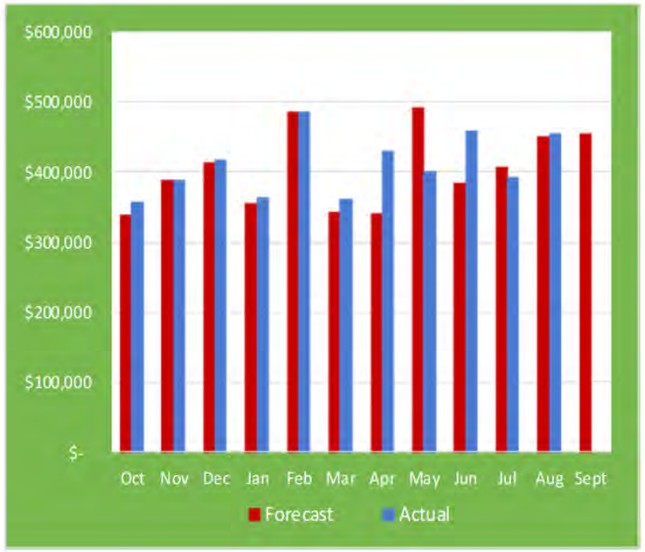


POSITIVE

Cumulatively overall, the General Fund is better than forecasted for this time of year. The fund is net positive 4.5%. Even though the expense shows a positive variance, there are some departments that have experienced unforeseen expenses. Staff is monitoring these budgets closely and will bring to Council a budget amendment if neccessary.

SALES TAX REVENUE

Month	FY2019 Forecast	FY2019 Actual	Monthly Variance
Oct	$ 340,507	$ 357,918	$ 17,411
Nov	389,151	389,073	$ (78)
Dec	413,473	417,882	$ 4,409
Jan	356,548	364,452	$ 7,904
Feb	485,934	485,877	$ (57)
Mar	342,660	362,397	$ 19,737
Apr	341,233	430,868	$ 89,635
May	492,115	402,469	$ (89,646)
Jun	385,827	460,236	$ 74,409
Jul	408,944	392,913	$ (16,031)
Aug	452,076	455,439	$ 3,363
Sept	455,922		$ -
Total	$ 4,864,390	$ 4,519,524	$ 111,056
Cumulative Forecast	$ 4,408,468		
Actual to Forecast	$ 111,056	2.5%	

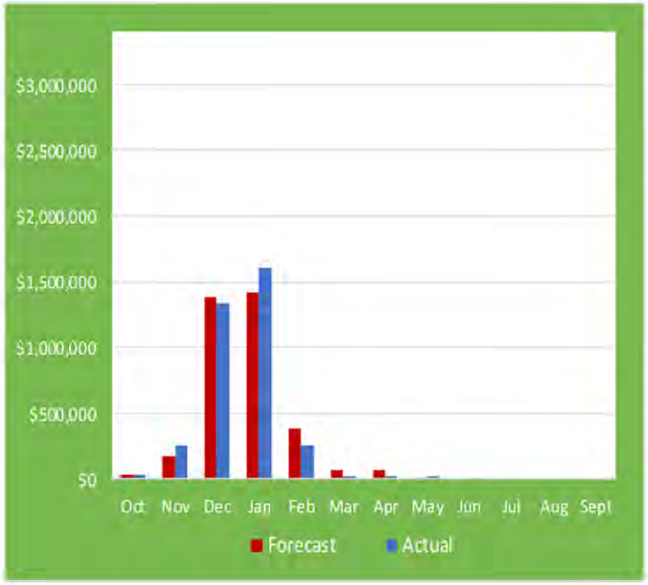


POSITIVE

Sales Tax is 42% of the total budgeted revenue for General Fund. The actual amounts for Oct. and Nov. are estimated due to the State Comptroller's two month lag in payment of these earned taxes. The actual is 2.5% greater than forecasted YTD. The June actual is higher due to several taxpayers prepaying future tax periods which may caused the actual amount for July to be lower than forecasted.

PROPERTY TAX REVENUE

Month	FY2019 Forecast	FY2019 Actual	Monthly Variance
Oct	$ 35,395	$ 39,476	$ 4,081
Nov	176,976	251,445	$ 74,469
Dec	1,380,410	1,331,743	$ (48,667)
Jan	1,415,806	1,601,144	$ 185,338
Feb	389,347	261,204	$ (128,143)
Mar	70,790	21,379	$ (49,411)
Apr	64,790	27,483	$ (37,307)
May	6,000	19,361	$ 13,361
Jun	-	10,889	$ 10,889
Jul	-	-	$ -
Aug	-		
Sept	-		
Total	$ 3,539,514	$ 3,564,124	$ 24,610
Cumulative Foreca	$ 3,539,514		
Actual to Forecast	$ 24,610	0.70%	



POSITIVE

Property tax represents 31% of the total General Fund revenue budget. As you can see from the forecast, they are generally collected from December to February. The forecast to actual is almost breakeven YTD.

OVERALL FUND PERFORMANCE

WATER/WASTEWATER FUND REVENUES VS EXPENSES

Month	FY2019 Revenue	FY2019 Expense	Monthly Variance
Oct	$ 407,528	$ 606,317	$ (198,789)
Nov	436,189	495,625	$ (59,436)
Dec	416,157	353,565	$ 62,592
Jan	425,650	372,610	$ 53,040
Feb	413,959	388,972	$ 24,987
Mar	452,893	480,740	$ (27,847)
Apr	454,547	537,405	$ (82,858)
May	471,979	410,410	$ 61,569
Jun	479,322	494,987	$ (15,665)
Jul	518,454	456,686	$ 61,768
Aug	576,042	481,184	$ 94,858
Sept			$ -
Total	$ 5,052,720	$ 5,078,501	$ (25,781)
Cumulative Forecas	$ 5,095,099	$ 5,179,561	$ (84,462)
Actual to Forecast $	$ (42,379)	$ 101,060	$ 58,681
Actual to Forecast %	-0.83%	1.95%	1.12%



POSITIVE

Water and wastewater fund is 1% net positive. The elevated expense we experienced in Oct., due to a flood even and the purchase of extra filters, has leveled off over the last few months. Our summer months tend to generate higher revenue totals.

REVENUE ANALYSIS

WATER/WASTEWATER REVENUE

Month	FY2019 Forecast	FY2019 Actual	Monthly Variance
Oct	$ 400,030	$ 407,528	$ 7,498
Nov	414,677	436,189	$ 21,512
Dec	424,677	416,157	$ (8,520)
Jan	424,677	425,650	$ 973
Feb	412,353	413,959	$ 1,606
Mar	444,384	452,894	$ 8,510
Apr	456,707	454,547	$ (2,160)
May	513,384	471,979	$ (41,405)
Jun	541,722	479,322	$ (62,400)
Jul	517,076	518,454	$ 1,378
Aug	545,414	576,042	$ 30,628
Sept	612,091		
Total	$ 5,707,192	$ 5,052,721	$ (42,380)
Cumulative Forecas	$ 5,095,101		
Actual to Forecast	$ (42,380)	-0.83%	



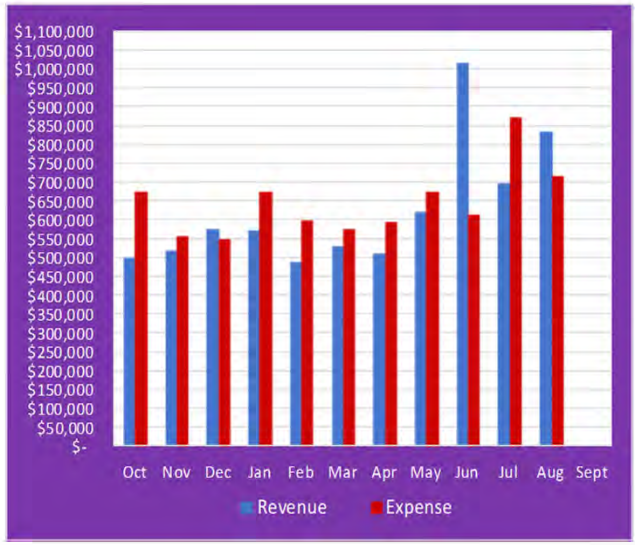
WARNING

The water and wastewater actual revenue is almost 1% net positive to forecast. We are experiencing an exceptionally wet spring which effects water usage, specifically irrigation. The summer months are reflecting a higher usage of water due to the lack of rain. There was 5 new residential and 2 new commercial meter sets this month.

OVERALL FUND PERFORMANCE

ELECTRIC FUND REVENUES VS EXPENSES

Month	FY2019 Revenue	FY2019 Expense	Monthly Variance
Oct	$ 501,810	$ 675,329	$ (173,519)
Nov	519,423	559,757	$ (40,334)
Dec	578,558	550,649	$ 27,909
Jan	571,345	676,791	$ (105,446)
Feb	491,235	599,338	$ (108,103)
Mar	530,156	578,108	$ (47,952)
Apr	511,244	597,689	$ (86,445)
May	621,117	674,708	$ (53,591)
Jun	1,019,101	615,189	$ 403,912
Jul	699,516	874,794	$ (175,278)
Aug	836,173	715,991	$ 120,182
Sept			$ -
Total	$ 6,879,678	$ 7,118,343	$ (238,665)
Cumulative Foreca:	$ 6,991,047	$ 7,491,100	$ (500,053)
Actual to Forecast	$ (111,369)	$ 372,757	$ 261,388
Actual to Forecast	-1.59%	4.98%	3.38%



POSITIVE

The Electric utility fund is 3.4% net positive. The expense is higher in October due to budgeted annual transfers that were processed during this month.

REVENUE ANALYSIS

ELECTRIC FUND REVENUE

Month	FY2019 Forecast	FY2019 Actual	Monthly Variance
Oct	$ 481,451	$ 501,810	$ 20,359
Nov	472,138	519,423	$ 47,285
Dec	610,524	578,558	$ (31,966)
Jan	598,460	571,345	$ (27,115)
Feb	453,699	491,235	$ 37,536
Mar	578,521	530,156	$ (48,365)
Apr	564,508	511,244	$ (53,264)
May	632,025	621,117	$ (10,908)
Jun	1,022,729	1,019,101	$ (3,628)
Jul	788,496	699,516	$ (88,980)
Aug	788,496	836,173	$ 47,677
Sept	729,993		
Total	$ 7,721,040	$ 6,879,678	$ (111,369)
Cumulative Foreca	$ 6,991,047		
Actual to Forecast	$ (111,369)	-1.59%	



WARNING

The Electric utility revenue is 1.6% negative to forecasted revenue. There was 1 new residential meter set this month. The mild weather is contributing to the shortfall. There are 8 more accounts than last year but consumption is down by 290,745 Kwh. The elevated revenue in June reflects Piney Creek Phase II extension fees. Summer months have increased with the heat.

OVERALL FUND PERFORMANCE

HOT TAX FUND REVENUES VS EXPENSES

Month	FY2019 Revenue	FY2019 Expense	Monthly Variance
Oct	$ 313,999	$ 489,369	$ (175,370)
Nov	318,578	50,241	$ 268,337
Dec	263,379	89,111	$ 174,268
Jan	221,133	471,250	$ (250,117)
Feb	235,767	286,720	$ (50,953)
Mar	220,037	160,987	$ 59,050
Apr	384,575	483,210	$ (98,635)
May	379,012	108,904	$ 270,108
Jun	314,678	134,823	$ 179,855
Jul	384,434	841,062	$ (456,628)
Aug	393,868	136,063	$ 257,805
Sept			
Total	$ 3,429,460	$ 3,251,740	$ 177,720
Cumulative Forecast	$ 3,311,865	$ 3,473,974	$ (162,109)
Actual to Forecast $	$ 117,595	$ 222,234	$ 339,829
Actual to Forecast %	3.55%	6.40%	9.95%



POSITIVE

The HOT Tax fund is 10% net positive. For FY2019, this fund is now a combined fund of all the HOT funded programs. Visit Bastrop is paid on a quarterly basis along with community asset organizations.

REVENUE ANALYSIS

HOTEL OCCUPANCY TAX REVENUE

Month	FY2019 Forecast	FY2019 Actual	Monthly Variance
Oct	$ 241,423	$ 250,073	$ 8,650
Nov	242,303	242,469	$ 166
Dec	202,506	198,757	$ (3,749)
Jan	156,454	148,141	$ (8,313)
Feb	137,463	156,795	$ 19,332
Mar	150,729	159,156	$ 8,427
Apr	286,784	311,067	$ 24,283
May	251,767	262,551	$ 10,784
Jun	247,863	314,499	$ 66,636
Jul	265,283	310,628	$ 45,345
Aug	319,298	300,934	$ (18,364)
Sept	234,127		
Total	$ 2,736,000	$ 2,655,070	$ 153,197
Cumulative Forecast	$ 2,501,873		
Actual to Forescast	$ 153,197	6.1%	



POSITIVE

So far YTD we are 6% positive actual to forecast. ***The Hotel Tax revenue YTD is $33,311 less than same time last year.***

Legal fees by Attorney/Category

FIRM	CASE	FY16-17	FY17-18	FY18-19
BUNDREN				
	Pine Forest Interlocal	$ 83,620	$ 26,612	$ 6,195
	Vandiver	$ 2,343	$ -	$ -
	Aqua CCN	$ 12,898	$ -	$ -
	Red Light Camera Suit	$ -	$ -	$ -
TERRELL LAW FIRM				
	Water permit	$ 37,630	$ 135	$ -
DAVID BRAGG, P.C.				
	General legal	$ 48,215	$ -	$ -
	Vandiver	$ 9,640	$ -	$ -
	Water Permit	$ 3,120	$ -	$ -
	Pine Forest Interlocal	$ 3,560	$ -	$ -
BOJORQUEZ LAW FIRM				
	General legal	$ 3,299	$ 245,168	$ 343,120
	Vandiver	$ 4,546	$ 5,079	$ 1,857
	Pine Forest Interlocal	$ -	$ 10,116	$ -
	Prosecutor	$ -	$ 19,633	$ 19,834
	Water/Wastewater	$ -	$ 18,425	$ 36,896
MULTIPLE FIRMS				
	XS Ranch Bankruptcy	$ 7,415	$ 11,770	$ -
RUSSEL RODRIGUEZ HYDE				
	XS Ranch Water Rights	$ 7,607	$ 27,965	$ 6,204
	Hunters Crossing PID	$ 17,927	$ 83,524	$ 62,765
	Water/Wastewater	$ -	$ 910	$ -
TAYLOR, OLSON, ADKINS, SRALLA & ELAM, LLP				
	Red Light Camera Suit	$ 443	$ 2,124	$ 679
	Total Legal	$ 242,263	$ 451,460	$ 477,549

Summary by Case/Type

Row Labels	Sum of FY16-17	Sum of FY17-18	Sum of FY18-19
Aqua CCN	$ 12,898	$ -	$ -
General legal	$ 51,514	$ 245,168	$ 343,120
Hunters Crossing PID	$ 17,927	$ 83,524	$ 62,765
Pine Forest Interlocal	$ 87,180	$ 36,728	$ 6,195
Prosecutor	$ -	$ 19,633	$ 19,834
Red Light Camera Suit	$ 443	$ 2,124	$ 679
Vandiver	$ 16,529	$ 5,079	$ 1,857
Water permit	$ 40,750	$ 135	$ -
Water/Wastewater	$ -	$ 19,335	$ 36,896
XS Ranch Bankruptcy	$ 7,415	$ 11,770	$ -
XS Ranch Water Rights	$ 7,607	$ 27,965	$ 6,204
Grand Total	**$ 242,263**	**$ 451,460**	**$ 477,549**

STAFF REPORT

MEETING DATE: September 24, 2019 **AGENDA ITEM**: 7

TITLE:

CITIZEN COMMENTS

At this time, three (3) minute comments will be taken from the audience on any topic. To address the Council, please submit a fully completed request card to the City Secretary prior to the beginning of the Citizens' Comment portion of the Council meeting. 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 Staff for research and possible future action.

To address the Council concerning any item on the agenda, please submit a fully completed request card to the City Secretary prior to the start of the meeting.

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: September 24, 2019 **AGENDA ITEM**: 8A

TITLE:
Consider action to approve City Council minutes from the September 9, 2019, Special Joint Council and Visit Bastrop meeting; September 10, 2019, Regular meeting; and Special Called, September 17, 2019 meeting.

STAFF REPRESENTATIVE:
Lynda Humble, 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.

FUNDING SOURCE:
N/A

RECOMMENDATION:
Consider action to approve City Council minutes from the September 9, 2019, Special Joint Council and Visit Bastrop meeting; September 10, 2019, Regular meeting; and Special Called, September 17, 2019 meeting.

ATTACHMENTS:

- September 9, 2019 DRAFT Special Joint Council and Visit Bastrop Meeting Minutes
- September 10, 2019, DRAFT Regular Meeting Minutes
- September 17, 2019 DRAFT Special Called Meeting Minutes

MINUTES OF JOINT WORKSHOP WITH BASTROP COUNCIL AND VISIT BASTROP BOARD OF DIRECTORS

September 9, 2019

The Bastrop City Council and Visit Bastrop Board of Directors met in a Joint Workshop Meeting on Monday, September 9, 2019, at 6:30 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present for the Bastrop City Council were: Mayor Schroeder, Mayor Pro Tem Nelson and Council Members Jackson, Ennis, Rogers and Peterson. Officers present were: City Manager, Lynda Humble, City Secretary and Ann Franklin. Members present for the Visit Bastrop Board of Directors were: Chair, Clint Howard; Co-Chair, Rick Brackett; Treasurer, Kevin Plunkett; Secretary, Brenda Abbott; Board Members, Shawn Pletsch; Jamie Creacy; Marcus O'Conner; Mindy Raymond; Kaye Sapikas; Tom Scott; Veena Tewani; Becki Womble; and Kathy Danielson. Staff: Marketing Coordinator, Christy Hunn; Marketing Manager; Director of Sales, Kathryn Lang; and President/CEO, Susan Smith.

CALL TO ORDER

a. Mayor Schroeder called the meeting of the Bastrop City Council to order with a quorum being present at 6:30 p.m.
b. Chair, Clint Howard called the meeting of the Visit Bastrop Board of Directors to order with a quorum being present at 6:30 p.m.

CITIZEN COMMENTS - NONE

WORK SESSION

3A. Review the City's Contract with Visit Bastrop dated September 12, 2017 regarding scope of service and deliverables along with purpose of annual workshop (dialog about performance, establish future goals and objectives, and other topics that may be relevant to the components of this contract in early June of each year).
Presentation was made by President/CEO, Susan Smith.

3B. Hold discussion regarding FY 2019 Contract Performance, establish future goals and objectives for FY 2020 and beyond, provide update on current Visit Bastrop activities such as the Branding initiative, adoption of a Strategic Plan, and other organizational items such as Bastrop Music Festival, results of the additional $75,000 for special events, and a new position focused on Cultural Arts.
Discussion was held.

3C. Consider action to approve minor contract amendments as a result of discussion.
Visit Bastrop Board of Directors voted on the following:

1. Presidents report will include sales, marketing and public relations metrics, along with the industries economic update and trends, format is at the discretion of Visit Bastrop
   - 2.3 Business Plan (C)(i)

   A motion was made to have the presidents report include sales, marketing and public relations metrics, along with the industries economic update and

trends, format with the format at the discretion of Visit Bastrop. Motion passed unanimously.

2. Move from Monthly reporting to Quarterly reporting to City Council
   - 2.3 Business Plan (C)(ii)

   A motion was made by Board Member Tom Scott to change the Monthly reporting to Quarterly reporting, specifically January, April, July and October with a joint meeting in July, seconded by Board Member Shawn Pletsch. Motion passed unanimously.

3. Change section 3.2, to reflect a three-year forecast vs. five-year forecast
   - III Compensation 3.2 Forecasting

   A motion was made by Board Member Jamie Creacy to change section 3.2, to reflect a three-year forecast vs. five-year forecast, seconded by Board Member Kevin Plunkett. Motion passed unanimously.

4. Approval of Collaborative Arts Event Coordinator and funding.
   A motion was made to approve a half year Collaborative Arts Event Coordinator with an estimated annual budget of $92,500. Motion passed unanimously.

City Council voted on the following:

1. Presidents report will include sales, marketing and public relations metrics, along with the industries economic update and trends, format is at the discretion of Visit Bastrop
   - 2.3 Business Plan (C)(i)

   A motion was made by Council Member Rogers to have the presidents report include sales, marketing and public relations metrics, along with the industries economic update and trends, format with the format at the discretion of Visit Bastrop, seconded by Council Member Jackson, motion was approved on a 5-0 vote. A friendly amendment was made to include a glossary.

2. Move from Monthly reporting to Quarterly reporting to City Council
   - 2.3 Business Plan (C)(ii)

   A motion was made by Council Member Jackson to change the Monthly reporting to Quarterly reporting to City Council at the second Council meeting in January, April, July and October additionally to move the joint meeting from June to July, seconded by Council Member Rogers, motion was approved on a 5-0 vote.

3. Change section 3.2, to reflect a three-year forecast vs. five-year forecast
   - III Compensation 3.2 Forecasting

   A motion was made by Mayor Pro Tem Nelson to change section 3.2, to reflect a three-year forecast vs. five-year forecast, seconded by Council Member Ennis, motion was approved on a 5-0 vote.

4. Authorize City Manager to execute changes that were made to the contract.
   A motion was made by Mayor Pro Tem Nelson to authorize the City Manager to execute the minor amendments to the contract that were voted and approved by City Council on September 9, 2019, seconded by Council Member Peterson, motion was approved on a 5-0 vote.

ADJOURNMENT

Mayor Schroeder adjourned the Bastrop City Council meeting at 8:24 p.m. without objection.

Chair, Clint Howard adjourned the Visit Bastrop Board of Directors meeting at 8:24 p.m. without objection.

APPROVED: ATTEST:

_____ _____

Mayor Connie B. Schroeder Deputy City Secretary Traci Chavez

BASTROP CITY COUNCIL
September 10, 2019

The Bastrop City Council met in a Regular Meeting on Tuesday, September 10, 2019, at 6:30 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, Rogers and Peterson. Officers present were City Manager Lynda Humble, City Secretary Ann Franklin and City Attorney Alan Bojorquez.

CALL TO ORDER
At 6:30 p.m. Mayor Schroeder called the meeting to order with a quorum being present.

PLEDGE OF ALLEGIANCE
First Responders led the pledges.

INVOCATION
Phil Woods, Police Chaplain gave the invocation.

PRESENTATIONS

4A. Mayor's Report

4B. Councilmembers' Report

4C. City Manager's Report

WORK SESSION/BRIEFINGS

5A. Discuss letter received from the Texas Department of Transportation (TxDOT) regarding their concerns about the State Park Trail Project.
This item was postponed to September 17, 2019.

INDIVIDUAL CONSIDERATION

9M. Consider action to approve Resolution No. R-2019-69 of the City Council of the City of Bastrop, Texas, adopting a wholesale water agreement with the West Bastrop Village Municipal Utility District of Bastrop County and West Bastrop Village Ltd.; attached in Exhibit A; providing for a repealing clause; and establishing an effective date.
This item was withdrawn from the agenda.

9N. Consider action to approve Resolution No. R-2019-68 of the City Council of the City of Bastrop, Texas, adopting a wholesale wastewater agreement with West Bastrop Village Municipal Utility District of Bastrop County and West Bastrop Village, Ltd.; attached in Exhibit A; providing for a repealing clause; and establishing an effective date.
This item was withdrawn from the agenda.

9K. Hold public hearing and consider action to approve the first reading of Ordinance No. 2019-40 of the City Council of the City of Bastrop, Texas related to the Hunters

Crossing Public Improvement District; approving a 2019 amended and restated service and assessment plan, including Fiscal Year 2020 assessment roll for the district, attached as Exhibit A; ratifying and confirming prior actions of the City Council in connection with the District; resolving all matters incident and related thereto; providing for an effective date and move to include on the September 24, 2019 City Council Meeting for a second reading.
Presentation was made by George Hyde, Special Legal Counsel to City of Bastrop, Texas.

Public Hearing was opened.

SPEAKERS

Kathy Pederson
218 Pleasant Trl.
Bastrop, TX 78602
512.308.5199

Robert Reetz
600 Congress, #2100
Austin, TX 78701
512.495.6062

Misty Ventura
9406 Biscayne Blvd.
Dallas, TX 75218
214.328.1101

Linda Nunez
Box 1431
335 Dog Bend Blvd.
Bastrop, TX 78602

Public Hearing was closed.

A motion was made by Council Member Rogers to approve the first reading of Ordinance No. 2019-40 and include on the September 24, 2019 agenda for a second reading, seconded by Council Member Peterson, motion was approved on a 3-0-2 vote. Mayor Pro Tem Nelson recused himself. Council Member Jackson abstained.

Mayor Schroeder recessed the Council Meeting at 8:30 P.M.

Mayor Schroeder called the Council Meeting back to order at 8:36 P.M.

WORK SESSION/BRIEFINGS CONTINUED

5G. Receive presentation and discuss the Cultural Arts Master Plan.
Presentation was made by Ed Skarnulis, Bastrop Art in Public Places.

STAFF AND BOARD REPORTS - NONE

CONSENT AGENDA

A motion was made by Council Member Peterson to approve Items 8A, 8B, 8C and 8D listed on the Consent Agenda after being read into the record by City Secretary, Ann Franklin. Seconded by Mayor Pro Tem Nelson, motion was approved on a 5-0 vote.

8A. Consider action to approve City Council minutes from the August 20 and 21, 2019, Special Budget Workshop meetings; August 26, 2019 Board and Commission Interviews; August 27, 2019, regular meeting; and August 28, 2019 Board and Commission Interviews.

8B. Consider action to approve Resolution No. R-2019-80 of the City Council of the City of Bastrop, Texas, approving the Pecan Park, Section 1B, 2, and 7 Preliminary Plat, being 117.695 acres out of the Mozea Rousseau Survey, Abstract 56, located south of the future extension of Sterling Drive, and west of Childers Drive, within the city limits of Bastrop, Texas, as shown in Exhibit A; providing for a repealing clause and establishing an effective date.

8C. Consider action to approve Resolution No. R-2019-78 of the City Council of the City of Bastrop, Texas, approving Bluebonnet Acres, Lots 6A & 7A, Block 4, Section 1, a Replat of Lots 6 & 7, Block 4, Section 1, being 7.404 acres located at 437 & 443 Union Chapel Road, within the City of Bastrop Voluntary Extraterritorial Jurisdiction as shown in Exhibit A; providing for a repealing clause; and establishing and effective date.

8D. Consider action to approve Resolution No. R-2019-69 of the City Council of the City of Bastrop, Texas, approving XS Ranch Road Subdivision, Section One Final Plat being 6.284 acres out of the Leman Barker Survey, Number 3, Abstract 6 and 11.468 acres out of the Jose Manuel Bangs Survey, Abstract 5, located north of FM 969 within Area A of the Extra-Territorial Jurisdiction of Bastrop, Texas, as shown in Exhibit A; providing for a repealing clause; and establishing an effective date.

INDIVIDUAL CONSIDERATION CONTINUED

9B. Consider action to approve Resolution No. R-2019-79 of the City Council of the city of Bastrop, Texas, allowing an alternative lighting plan for QuikTrip #4128, being 0.638 acres of Building Block 119, East of Water Street, 0.602 acres out of Building Block 118, East of Water Street, 0.319 acres out of Building Block 118, East of Water Street, and 3.233 acres of the TREM Subdivision, Phase 1, Block A, Lot 1, located at the southeast corner of Jackson Street and State Highway 71, within the City Limits of Bastrop, Texas, as shown in Exhibit A; setting out conditions; providing for a repealing clause and establishing an effective date.
Presentation was made by Assistant Director of Planning and Zoning, Jennifer Bills.

A motion was made by Mayor Pro Tem Nelson to approve Resolution No. R-2019-79, seconded by Council Member Ennis, motion was approved on a 5-0 vote.

9G. Consider action to approve the first reading of Ordinance No. 2019-43 of the City Council of the City of Bastrop, Texas authorizing the issuance of City of Bastrop, Texas Tax Note, Series 2019 to be used to fund drainage projects; prescribing the form of the note; levying an ad valorem tax to pay the note; awarding the sale thereof; and enacting other provisions relating thereto; and move to include on the September 24, 2019 agenda for a second reading.
Presentation was made by Dan Wegmiller, Managing Director, Specialized Public Finance, Inc.

A motion was made by Council Member Jackson to approve the first and only reading of Ordinance No. 2019-43 with the following amendment, seconded by Council Member Ennis, motion was approved on a 5-0 vote.

The amendment was to include specific project(s) and still provide the flexibility with any remaining funds.

9F. Consider action to approve Resolution No. R-2019-82 of the City Council of the City of Bastrop, Texas expressing official intent to reimburse certain expenditures including Fire Pumper Truck, Fire Aerial Ladder Truck and Self-Contained Breathing Apparatus attached as Exhibit A; providing a severability clause; and providing an effective date.
Presentation was made by Bart Fowler, McCall Parkhurst & Horton.

A motion was made by Mayor Pro Tem Nelson to approve Resolution No. R- 2019-82, seconded by Council Member Rogers, motion was approved on a 5-0 vote.

WORK SESSION/BRIEFINGS CONTINUED

5F. Receive a presentation and discuss incorporated changes to the Bastrop Building Block Code updates, technical manual, and pattern book with Matt Lewis.
This item was postponed to September 17, 2019.

INDIVIDUAL CONSIDERATION CONTINUED

9A. Consider action to approve Resolution No. R-2019-83 of the City Council of the City of Bastrop, Texas confirming board appointments of the Mayor, as required in Section 3.08 of the City's Charter, as outlined in Exhibit A; and establishing an effective date.
A motion was made by Mayor Pro Tem Nelson to approve Resolution No. R-2019-83, seconded by Council Member Ennis, motion was approved on a 5-0 vote.

WORK SESSION/BRIEFINGS CONTINUED

5C. Receive update on the Boards and Commissions Ordinance.
This item was postponed to September 17, 2019.

INDIVIDUAL CONSIDERATION CONTINUED

9L. Consider action to approve the first reading of Ordinance No. 2019-44 of the City Council of the City of Bastrop, Texas amending the Bastrop City Code of Ordinances, Chapter 1, titled "General Provisions", Article 1.02, titled "Administration," Section 1.02.002, Article 1.04, titled "Boards, Committees and Commissions," Sections 1.04.001 and 1.04.002, Article 1.05, titled "Housing Authority," Section 1.05.002, Article 1.10, titled "Parks," Section 1.10.001, Article 1.12, titled "Libraries," Division 2, titled "Library Board," Section 1.12.062, Article 1.15, titled "Code of Ethics," Division 3, titled "Implementation," Section 1.15.013, Article 1.16, titled "Art in Public Places," Section 1.16.002 and 1.16.003; Chapter 3, titled "Building Regulations," Article 3.02, titled "Construction Standards Board of Adjustments and Appeals," Sections 3.02.001, 3.02.002, and 3.02.003; Chapter 14, titled "Zoning," Article 14.03, titled "Historic Landmark Preservation," Section 14.03.001; Chapter 15, titled "Cemeteries," Article 15.01, titled, "Fairview Cemetery," Section. 15.01.002; unifying appointments, terms, number of members, residency requirements, and the filling of vacancies for city boards and commissions attached as Exhibit A; providing for findings of fact; enactment; dissolution; repealer; severability; providing an effective date, proper notice and meeting; and move to include on the September 24, 2019 agenda for a second reading.

This item was withdrawn from the agenda.

9E. Consider action to approve Resolution No. R-2019-81 of the City Council of the City of Bastrop, Texas approving and adopting the Investment Policy and Investment Strategies attached as Exhibit A; approving the list of Qualified Brokers attached as Exhibit B; making various provisions related to the subject; and establishing an effective date.

This item was postponed to September 17, 2019.

9H. Hold public hearing and consider action to approve the first reading of Ordinance No. 2019-45 of the City Council of the City of Bastrop, Texas adopting the "Bastrop Power & Light Electrical Service Standards for Underground Electric Secondary Service", attached as Exhibit A, the "Bastrop Power & Light Electrical Service Standards for Underground Electric Primary Service", attached as Exhibit B and the "Bastrop Power & Light Electrical Construction Service Standards", attached as Exhibit C in compliance with H.B. 3167; and providing for findings of fact, enactment, enforcement, a repealer, and severability; establishing an effective date; proper notice and meeting; and move to include on the September 24, 2019 agenda for second reading.

Public Hearing was opened.

Public Hearing was closed.

A motion was made by Council Member Rogers to approve the first reading of Ordinance No. 2019-45 with the following amendment, seconded by Council Member Peterson, motion was approved on a 5-0 vote.

The amendment was to remove line number 8 of the Bastrop Power & Light Electrical Service Standards in the section titled "Underground Electric Primary Service".

9I. Consider action to approve Resolution R-2019-87 of the City Council of the City of Bastrop, Texas approving a License to Encroach at 702 and 704 Main Street; and providing for an effective date.
Presentation was made by Assistant City Manager of Development Services, Trey Job.

A motion was made by Council Member Rogers to approve Resolution No. R-2019-87, seconded by Council Member Peterson, motion was approved on a 4-0 vote. Council Member Ennis recused himself.

9J. Consider action to approve the first reading of Ordinance No. 2019-42 of the City Council of the City of Bastrop, Texas amending Appendix A, the Master Fee Schedule for the City of Bastrop, attached as Exhibit A; providing that other fees not listed but now charged pursuant to other ordinances and resolutions shall remain in effect until transferred to the Master Fee schedule by amendment; Excluding sections A13.02 and A13.07; providing for findings of fact, enactment; enforcement; a repealer and severability; establishing an effective date; proper notice and meeting; and move to include on the September 24, 2019 agenda for a second reading.
Presentation was made by Chief Financial Officer, Tracy Waldron.

A motion was made by Council Member Ennis to approve the first reading of Ordinance No. 2019-42 and include on the September 24, 2019 agenda for a second reading, seconded by Mayor Pro Tem Nelson, motion was approved on a 5-0 vote.

9C. Hold public hearing and consider action to approve the first reading of Ordinance No. 2019-38 of the City Council of the City of Bastrop, Texas adopting a budget for the Fiscal Year 2019-2020 (October 1, 2019 through September 30, 2020) attached as Exhibit A; providing that expenditures for said Fiscal Year be made in accordance with said budget; providing a severability clause; establishing an effective date; proper notice and meeting; and move to include on the September 24, 2019 agenda for a second reading.
Presentation was made by Chief Financial Officer, Tracy Waldron.

Public Hearing was opened.

Public Hearing was closed.

A motion was made by Council Member Rogers to approve the first reading of Ordinance No. 2019-38, seconded by Council Member Ennis, motion was approved on a 5-0 vote.

9D. Hold public hearing and consider action to approve the first reading of Ordinance No. 2019-39 of the City Council of the City of Bastrop, Texas, adopting the tax rate and levying ad valorem taxes for the Fiscal Year 2019-2020 to provide revenue for the

payment of current expenditures: providing a severability clause; establishing an effective date; proper notice and meeting; and move to include on the September 24, 2019 agenda for a second reading.
Presentation was made by Chief Financial Officer, Tracy Waldron.

Public Hearing was opened.

Public Hearing was closed.

A motion was made by Mayor Pro Tem Nelson to approve the first reading of Ordinance No. 2019-39 increasing the tax rate by adopting a tax rate of $0.5640 and include on the September 24, 2019, agenda for a second reading, seconded by Council Member Ennis, motion was approved on a 5-0 vote.

WORK SESSION/BRIEFINGS CONTINUED

5B. Annual review of the Financial Policy by City Council.
This item was postponed to September 17, 2019.

5D. Discuss the Fairview Cemetery Memorial Tree Program.
This item was postponed to September 17, 2019.

5E. Receive briefing on Easement Acquisition on Main Street Rehabilitation Project.
This item was postponed to September 17, 2019.

5H. Annual review of the Purchasing Policy by City Council.
This item was postponed to September 17, 2019.

5I. Receive presentation on the City of Bastrop Emergency Shelter Open House being conducted on Saturday, September 21, 2019.
This item was postponed to September 17, 2019.

CITIZEN COMMENTS – NONE

EXECUTIVE SESSION

The City Council met at 10:24 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, et seq, to discuss the following:

10A. City council shall convene into closed executive session for an update from the City Attorney pursuant to Texas Government Code Section 551.071, regarding Cause No. 1:19-cv-482, Bastrop Estates, LLC v. City of Bastrop.

The Bastrop City Council reconvened at 10:45 p.m. into open (public) session.

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

10A. City council shall convene into closed executive session for an update from the City Attorney pursuant to Texas Government Code Section 551.071, regarding Cause No. 1:19-cv-482, Bastrop Estates, LLC v. City of Bastrop.

A motion was made by Mayor Pro Tem Nelson to authorize the Mayor to sign the settlement agreement regarding this item, seconded by Council Member Ennis, motion was approved on a 5-0 vote.

ADJOURNMENT

Adjourned at 10:45 p.m. without objection.

APPROVED: ATTEST:

_____ _____

Mayor Connie B. Schroeder City Secretary Ann Franklin

BASTROP CITY COUNCIL
September 17, 2019

The Bastrop City Council met in a Regular Meeting on Tuesday, September 17, 2019, 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, Rogers and Peterson. Officers present were City Manager Lynda Humble, City Secretary Ann Franklin and City Attorney Erin Higginbotham.

CALL TO ORDER
At 5:30 p.m. Mayor Schroeder called the meeting to order with a quorum being present.

INDIVIDUAL CONSIDERATION

3A. Consider action to approve the first reading of Ordinance No. 2019-44 of the City Council of the City of Bastrop, Texas amending the Bastrop City Code of Ordinances, Chapter 1, titled "General Provisions", Article 1.02, titled "Administration," Section 1.02.002, Article 1.04, titled "Boards, Committees and Commissions," Sections 1.04.001 and 1.04.002, Article 1.05, titled "Housing Authority," Section 1.05.002, Article 1.10, titled "Parks," Section 1.10.001, Article 1.12, titled "Libraries," Division 2, titled "Library Board," Section 1.12.062, Article 1.15, titled "Code of Ethics," Division 3, titled "Implementation," Section 1.15.013, Article 1.16, titled "Art in Public Places," Section 1.16.002 and 1.16.003; Chapter 3, titled "Building Regulations," Article 3.02, titled "Construction Standards Board of Adjustments and Appeals," Sections 3.02.001, 3.02.002, and 3.02.003; Chapter 14, titled "Zoning," Article 14.03, titled "Historic Landmark Preservation," Section 14.03.001; Chapter 15, titled "Cemeteries," Article 15.01, titled, "Fairview Cemetery," Section. 15.01.002; unifying appointments, terms, number of members, residency requirements, and the filling of vacancies for city boards and commissions attached as Exhibit A; providing for findings of fact; enactment; dissolution; repealer; severability; providing an effective date, proper notice and meeting; and move to include on the September 24, 2019 agenda for a second reading.
This item was withdrawn from the agenda.

3B. Consider action to approve Resolution No. R-2019-81 of the City Council of the City of Bastrop, Texas approving and adopting the Investment Policy and Investment Strategies attached as Exhibit A; approving the list of Qualified Brokers attached as Exhibit B; making various provisions related to the subject; and establishing an effective date.
Presentation was made by Chief Financial Officer, Tracy Waldron.

A motion was made by Council Member Rogers to approve Resolution No. R-2019-81, seconded by Council Member Ennis, motion was approved on a 5-0 vote.

WORK SESSION/BRIEFINGS

2H. Receive presentation on the City of Bastrop Emergency Shelter Open House being conducted on Saturday, September 21, 2019.
Presentation was made by Assistant City Manager of Public Safety and Community Support, James Altgelt.

2A. Discuss letter received from the Texas Department of Transportation (TxDOT) regarding their concerns about the State Park Trail Project.
Presentation was made by Assistant City Manager of Development Services, Trey Job.

2F. Receive briefing on Easement Acquisition on Main Street Rehabilitation Project.
Presentation was made by Main Street Manager, Rebecca Gleason.

2B. Receive update on the Boards and Commissions Ordinance.
Presentation was made by Chief Financial Officer, Tracy Waldron.

SPEAKER
Debbie Moore
1306 Church Street
Bastrop, TX 78602
225/802-4701

Mayor Schroeder recessed the meeting at 7:49 p.m.

Mayor Schroeder called the meeting back to order at 7:55 p.m.

2C. Receive a presentation and discuss incorporated changes to the Bastrop Building Block Code updates, technical ma nual, and pattern book with Matt Lewis.
Presentation was made by Matt Lewis, simplecitydesign.

2D. Annual review of the Financial Policy by City Council.
Presentation was made by Chief Financial Officer, Tracy Waldron.

2E. Discuss the Fairview Cemetery Memorial Tree Program.
Presentation was made by Chief Financial Officer, Tracy Waldron.

2G. Annual review of the Purchasing Policy by City Council.
Presentation was made by Chief Financial Officer, Tracy Waldron.

ADJOURNMENT

Adjourned at 9:12 p.m. without objection.

APPROVED: ATTEST:

_____ _____
Mayor Connie B. Schroeder City Secretary Ann Franklin

The Minutes were approved on September 24, 2019, by Council Member motion, Council Member second. The motion was approved on a vote.

STAFF REPORT

MEETING DATE: September 24, 2019 **AGENDA ITEM**: 8B

TITLE:
Consider action to approve the second reading of Ordinance No. 2019-45 of the City Council of the City of Bastrop, Texas adopting the "Bastrop Power & Light Electrical Service Standards for Underground Electric Secondary Service", attached as Exhibit A, the "Bastrop Power & Light Electrical Service Standards for Underground Electric Primary Service", attached as Exhibit B and the "Bastrop Power & Light Electrical Construction Service Standards", attached as Exhibit C in compliance with H.B. 3167; and providing for findings of fact, amendment, enforcement, a repealer, and severability; establishing an effective date; and proper notice and meeting.

STAFF REPRESENTATIVE:
Trey Job, Assistant City Manager of Development Services
Curtis Ervin, Director, Bastrop Power & Light

BACKGROUND/HISTORY:
Bastrop Power & Light developed the following Electric Service Standards in 2014 as guidance for residents and builders in the City. They are as follows:

- Bastrop Power & Light Electrical Service Standards for Underground Electric Secondary Service
- Bastrop Power & Light Electrical Service Standards for Underground Primary Service
- Bastrop Power & Light Electrical Construction Service Standards

These standards were never adopted as part of an ordinance. It is especially important to have the standards codified with the passage of HB 3167, which places limits on a city's ability to approve/disprove Plats and Construction plans within 30 days of receipt. We must be able to specifically cite the appropriate ordinance when disproving these items.

Therefore, we are seeking to do so with this Ordnance. This will be a stop gap that will ultimately be incorporated into the B³ codes.

POLICY EXPLANATION:
Texas Local Government Code Section 51.001 provides the City general authority to adopt an Ordinance or police regulations that are for the good government, peace, or order of the City and is necessary or proper for carrying out a power granted by law to the City.

FUNDING SOURCE:
N/A

RECOMMENDATION:
Consider action to approve the second reading of Ordinance No. 2019-45 of the City Council of the City of Bastrop, Texas adopting the "Bastrop Power & Light Electrical Service Standards for Underground Electric Secondary Service", attached as Exhibit A, the "Bastrop Power & Light Electrical Service Standards for Underground Electric Primary Service", attached as Exhibit B and the "Bastrop Power & Light Electrical Construction Service Standards", attached as Exhibit C in compliance with H.B. 3167; and providing for findings of fact, amendment, enforcement, a repealer, and severability; establishing an effective date; and proper notice and meeting.

ATTACHMENTS:

- Ordinance No 2019-45



ORDINANCE NO. 2019-45

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS ADOPTING THE "BASTROP POWER & LIGHT ELECTRICAL SERVICE STANDARDS FOR UNDERGROUND ELECTRIC SECONDARY SERVICE,", ATTACHED AS EXHIBIT A, THE "BASTROP POWER & LIGHT ELECTRICAL SERVICE STANDARDS FOR UNDERGROUND ELECTRIC PRIMARY SERVICE,", ATTACHED AS EXHIBIT B AND THE "BASTROP POWER & LIGHT ELECTRICAL CONSTRUCTION SERVICE STANDARDS", ATTACHED AS EXHIBIT C IN COMPLIANCE WITH H.B. 3167; AND PROVIDING FOR FINDINGS OF FACT, AMENDMENT, ENFORCEMENT, A REPEALER, AND SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, Bastrop Power & Light developed the "Electrical Standards in 2014 as guidance for builders in the City of Bastrop; and

WHEREAS, these standards must be adopted as an ordinance to meet the requirements of HB 3167, so the City can cite the proper ordinance when review Plats and Construction Plans; and

WHEREAS, Texas Local Government Code Section 51.001 provides the City general authority to adopt an Ordinance or police regulations that is for the good government, peace, or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, the City Council finds that adopting these standards is reasonable and necessary for the good government, peace, and order of the City.

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 Ordinance by reference as findings of fact as if expressly set forth herein.

SECTION 2. ADOPTION That the City of Bastrop adopts the "Bastrop Power & Light Electrical Service Standards for Underground Electric Secondary Service," as described and attached hereto as Exhibit "A"; the "Bastrop Power & Light Electrical Service Standards for Underground Electric Primary Service," as described and attached hereto as Exhibit "B"; and the "Bastrop Power & Light Electrical Construction Service Standards," as described and attached hereto as Exhibit "C."

SECTION 3. REPEALER In the case of any conflict between other provisions of this Ordinance and any existing Ordinance of the City, the provisions of this Ordinance will control.

SECTION 4. SEVERABILITY If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, that invalidity or the unenforceability will not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision.

SECTION 5. ENFORCEMENT The City shall have the power to administer and enforce the provisions of this ordinance as may be required by governing law. Any person violating any provision of this ordinance is subject to suit for injunctive relief as well as prosecution for criminal violations, and such violation is hereby declared to be a nuisance.

Nothing in this ordinance shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this ordinance and to seek remedies as allowed by law and/or equity.

SECTION 6. EFFECTIVE DATE This Ordinance shall be effective immediately upon passage and publication.

SECTION 7. OPEN MEETINGS 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 on First Reading on the 10th day of September 2019.

READ & APPROVED on the Second Reading on the 24th day of September 2019.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

EXHIBIT A

EXHIBIT B

EXHIBIT C

BASTROP POWER & LIGHT ELECTRICAL CONSTRUCTION SERVICE STANDARDS

STREET LIGHTING Exhibit (A)

Installation of electrical infrastructure in the City, including light fixtures and poles, shall be performed exclusively by BP&L, as designed or planned by the Director or an electrical engineer retained by the City. The Director shall: I) oversee all installation(s) of electrical infrastructure;

2) be solely responsible for determining/approving the applicable technical standards, and 3) have sole authority to resolve all electrical issues related to an installation. Only BP&L, or their electrical contractor, shall be allowed to install Line Extensions in BP&L's distribution system.

City lights are activated automatically by use of a photocell and should be on when dark. If you notice a light out when it is dark or a light on during the day, please contact City of Bastrop Utility Customer Service at (512) 332-8830, M-F between 8am to 4pm to have the light repaired. Please include the pole number and address location.

a) Existing Development:

According to Ordinance No. 2019-45, BP&L will provide lighting along the right-of-ways of dedicated streets consistent with the certified service are of BP&L. BP&L shall have the sole authority to determine the location of street light fixtures. However, street lights will generally be located at: I) street intersections; 2) dead-end streets; and 3) dangerous curves. BP&L may elect, at any time, to adjust pole spacing, pole height, lamp wattage, or arm length depending on service conditions, street width, and other design factors.

b) New Development:

BP&L will install street lighting as requested by the developer, and agreed to by the Director, in accordance with all BP&L lighting standards. The developer shall pay I 00% of the estimated cost of the installation of street lighting system and facilities in advance of the installation by BP&L. Street lighting system and facilities includes poles, fixtures, controls, wiring, and other electric equipment and devices required for the installation and operation of the lighting system. Poles and fixtures to be installed by BP&L will be the standard poles and fixtures available at the time. The estimated cost to be paid by the developer for the lighting facilities and electric system is the total cost attributable to the installation, including but not limited to labor, materials, engineering costs, right-of-way acquisition, and clearing.

c) Additional Lighting - Night Watchman (Private Lighting):

If determined by the Director, in his sole discretion, to be reasonable and practical based on factors such as system capacity and maintenance, Night Watchman lighting may be requested by a Customer and installed on existing BP&L power poles. Please contact Utility Customer Service at (512) 332-8830 on M-F between 8am to 4pm to request a site inspection to determine if Night Watchman Lighting is possible. Customers requesting Night Watchman Lighting shall complete/obtain the following:

I. The written approval of the Director for the Night Watchman lighting, including the type and location of the fixture to be installed; and

II. Completion of a Night Watchman light application and execution of a Night Watchman light contract in which the customer agrees to pay all installation and usage fees (application and contract may be obtained from the Utility Department.);

III. Pre-Payment of all associated costs and fees, in accord with the City of Bastrop Fee Schedule provided in the Code of Ordinances;

If an application for Night Watchman lighting is approved, the installation shall be performed solely by BP&L and all costs associated with the installation shall be borne by the requester, including installation fees and monthly usage fees. Line Extension cost will be quoted based on the site inspection.

At the time of transfer or sale of the property that had been contracted by the Night Watchman lighting, BP&L 's service shall be discontinued until the new property owner/user enters into a separate Night Watchman contract with the City agreeing to pay the then applicable monthly usage fee(s). Please contact Utility Customer Service at (512) 332-8830 on M_F between 8am to 4pm to request a change of service. Night Watchman lighting service will be disconnected in the event a utility account becomes delinquent. When an account returns to 'good standing', reconnection of the Night Watchman lighting will occur. Please refer to the City of Bastrop Utility Policy for all applicable fees.

d) Previously Installed Lighting:

Light fixtures located on poles that are owned by BP&L, but do not meet all of the requirements of Sections I, II, or III above, will not be repaired and/or replaced by BP&L and may not be repaired by the customer. Furthennore, during BP&L's routine system maintenance, any light fixture located by BP&L that fails to comply with the terms of these standards, or is a safety concern, shall be immediately disconnected. When safety allows, every attempt will be made to contact the customer prior to disconnection

BASTROP POWER & LIGHT ELECTRICAL CONSTRUCTION SERVICE STANDARDS

UNDERGROUND ELECTRIC PRIMARY SERVICE Exhibit (B)

I. Electric service from underground distribution facilities is available to Customers who meet the requirements of these Electric Service Standards. In areas served by BP&L's underground distribution system, phase and voltage of electric service may be limited to what is available from existing BP&L's facilities.

2. Prior to construction, BP&L must approve in writing the electrical plans showing the route, the location and the size of the underground electric primary service.

3. BP&L will calculate a line extension fee, payment of which is required before materials will be ordered and construction can begin.

4. A Blanket Temporary Access and Construction Easement is required prior to construction. Upon completion of construction and installation of the Electric Facilities on the Property the owner shall have the Permanent Utility Easement Area (20-foot easement, to include a 10-foot buffer around all non-opening sides and a 20-foot buffer around opening sides of equipment) surveyed by metes and bounds, at the property owner's sole cost and expense, and a copy of that Permanent Easement survey provided to BP&L for the granting and recording of a Permanent Public Utility Easement. The Blanket Temporary Access and Construction Easement shall be vacated at such time as BP&L accepts and records the Permanent Public Utility Easement.

5. Customers must complete the following prior to the installation of underground distribution facilities:

a. Clear the area of all obstructions

b. Sub-grade to be established prior to BP&L installation at the site

c. Establish final grade along conductor route

d. Clearly mark, or if required by BP&L, expose to view all underground installation service lines, including gas, water, wastewater, and communication.

e. Following installation, the grade may not be changed along the conductor route without the consent of BP&L

6. Only BP&L, or their electrical contractor, will be allowed to install underground electric primary service within the BP&L service area.

7. Customer is responsible for installing the secondary service from the transformer to the meter point of service. Please refer to the Underground Electric Secondary Service Standard.

8. ~~Any waiver or change to this policy must be approved by the Director of BP&L, in writing, in advance of performing the change or waiver.~~

BASTROP POWER & LIGHT ELECTRICAL CONSTRUCTION SERVICE STANDARDS

UNDERGROUND ELECTRIC SECONDARY SERVICE Exhibit (C)

1. Any new electric secondary services from BP&L's power transformer to the Customer's meter location shall be installed in an underground electric conduit system.

2. When anyone requests an upgrade of service or relocation to an existing overhead electric secondary service it shall be placed in an underground electric conduit system. This applies to all new and existing single-phase and three-phase electric secondary services in the BP&L service area. The person requesting such changes is responsible for all costs related to the installation of any underground electric secondary service.

3. Electric service from underground distribution facilities is available to Customers who meet the requirements of these Electric Service Standards. In areas served by BP&L's underground distribution system, phase and voltage of electric service may be limited to what is available from existing BP&L's facilities.

4. Prior to construction, BP&L must approve; 1) any third party installer to work in our service area; 2) the proposed route; and 3) the location of the underground electric secondary service. When possible, meters should be located on the building. If the meter cannot be mounted on the building, BP&L may approve placement of the meter on a rack outside of the public right-of-way or easement. Under no circumstances, however, can a meter be mounted on a BP&L pole. Anyone requiring more than 200amps must contact BP&L for a quote on a CT meter. Customer is responsible for CT meter expense; payment is required before materials will be ordered.

5. Prior to beginning construction, the person(s) requesting or requiring a secondary service route may be required to provide to BP&L, at their sole cost and expense, payment for line extension fees.

6. Only licensed, pre-approved electrical contractors registered with the City will be allowed to install underground electric secondary service.

7. Technical Installation Requirements:

    a. The electric secondary service shall be placed in Schedule 40 PVC, electric grade conduit a minimum of 18" below final grade.

    b. Electrical warning tape shall be placed in the trench 12" above the conduit.

    c. The electrical conduit shall be installed with a minimum of 12" horizontal and vertical clearance to all other underground utilities or structures.

    d. The electric service wire shall be insulated copper conductor approved for installation in conduit.

e. The size of conduit for service shall be determined by the preapproved licensed electrical contractor in accordance with the National Electric Code.

f. Galvanized steel rigid conduit risers shall be attached to BP&L poles. Height to be determined by BP&L.

g. The preapproved electrical contractor shall terminate all conductors in the meter socket.

h. BP&L shall terminate all conductors at the transformer.

i. The new electric secondary service will not be energized until the City' s electrical inspector has inspected and approved, in writing, the entire installation.

J. Once the installation has been approved and energized, BP&L shall have sole ownership of the secondary service and shall be solely responsible for maintenance of same.

8. The City of Bastrop Chief Building Official agrees and supports this as the overriding electrical service standard for "Underground Electric Secondary Service".

~~Any waiver or change to this policy must be approved by the Director of BP&L, in writing, in advance of performing the change or waiver~~

STAFF REPORT

MEETING DATE: September 24, 2019 **AGENDA ITEM**: 8C

TITLE:
Consider action to approve Resolution No. R-2019-89 approving the City of Bastrop Purchasing Policy, which is attached as Exhibit A; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:
Tracy Waldron, CFO

BACKGROUND/HISTORY:
The City of Bastrop Purchasing Policy was last adopted by Council in October 23, 2018.

POLICY EXPLANATION:
City Council requests that the Purchasing Policy be reviewed and adopted annually by Council as a part of the Budget adoption process to ensure the policy is current with State Law and appropriately addresses operational needs.

City Council reviewed the Purchasing Policy at the September 17, 2019 City Council Meeting. No recommended changes were made to the draft presented.

FUNDING SOURCE:
N/A

RECOMMENDATION:
Consider action to approve Resolution No. R-2019-89 approving the City of Bastrop Purchasing Policy, which is attached as Exhibit A; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:
- Resolution R-2019-89
- Purchasing Policy

RESOLUTION NO. R-2019-89

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE CITY OF BASTROP PURCHASING POLICY, WHICH IS ATTACHED AS EXHIBIT A; PROVIDING FOR A REPEALING CLAUSE AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop Purchasing Policy was last adopted by Council in October 2018; and

WHEREAS, at the September 17, 2019 Council Meeting, Staff presented the Purchasing Policy for Annual Review by the City Council; and

WHEREAS, the City Attorney has reviewed the City of Bastrop Purchasing Policy and found it to be in compliance with all State procurement laws; and

WHEREAS, the City Council requests that the Purchasing Policy be reviewed and adopted annually by Council as a part of the budget adoption process to ensure this policy is current with State Law and appropriately addresses operational needs.

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

Section 1. The City Council hereby approves the City of Bastrop Purchasing Policy, which is attached as Exhibit A, and requests that it be reviewed and adopted annually as a part of the budget adoption process.

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 24th day of September 2019.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

BASTROPTX
Heart of the Lost Pines
Est. 1832

"The mission of the City of Bastrop is to continuously strive to provide innovative and proactive service that enhance our authentic way of life to achieve the vision."



Purchasing Policy

Draft Dated: September 10, 2019

City of Bastrop Purchasing Policy
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I. PURPOSE

It is the policy of the City of Bastrop that all purchasing shall be conducted strictly on the basis of economic and business merit. This policy is intended to promote the best interest of the citizens of the City of Bastrop, Texas.

The City of Bastrop intends to maintain a cost-effective purchasing system conforming to good management practices. The establishment and maintenance of a good purchasing system is possible only through cooperative effort. It must be backed by proper attitudes and cooperation of not only every department head and official, but also every supervisor and employee of the City of Bastrop.

The purchasing process is not instantaneous. Time is required to complete the steps required by State law. In order to accomplish timely purchasing of products and services at the least cost to the City of Bastrop, all departments must cooperate fully. Prior planning and the timely submission of requisitions are essential to expedite the purchasing process and to assure that the process is orderly and lawful.

This Policy reaffirms the City of Bastrop's commitment to strengthen purchasing and property controls to reasonably assure that assets are received and retained in the custody of the City of Bastrop.

II. CODE OF ETHICS

It is important to remember that when employees are participating in the purchasing process, they represent the City of Bastrop. By participating in the purchasing process, employees of the City of Bastrop agree to:

A. Avoid the intent and appearance of unethical or compromising practice in relationships, actions, and communications.
B. Demonstrate loyalty to the City of Bastrop by diligently following the lawful instructions of the employer, using reasonable care, and only authority granted.
C. Refrain from any private business or professional activity that would create a conflict between personal interests and the interest of the City of Bastrop.
D. Refrain from soliciting or accepting money, loans, credits, or prejudicial discounts, and the acceptance of gifts, entertainment, favors, or services from present or potential suppliers that might influence, or appear to influence purchasing decisions.
E. Handle confidential or proprietary information belonging to employer or suppliers with due care and proper consideration of ethical and legal ramifications and governmental regulations.
F. Promote positive supplier relationships through courtesy and impartiality in all phases of the purchasing cycle.
G. Expose corruption and fraud wherever discovered.
H. Texas Law prohibits *component purchasing, separate purchasing and sequential purchasing* of any kind. An employee commits an offense by intentionally or knowingly making or authorizing component, separate or sequential purchasing to avoid the competitive bidding requirements.

I. Adherence to the City's Ethics Ordinance is mandatory. If there is a conflict between the two Ethics policies, the stricter of the two would apply.

III. COMPETITVE PURCHASING REQUIREMENTS

The City of Bastrop policy requires three quotes for purchases over $3,000. The only exceptions to this rule are for items purchased under a cooperative contract, sealed bid award, sole source purchases or purchases for an emergency situation.

Under no circumstances shall multiple requisitions be used in combination to avoid otherwise applicable bidding requirements or City Council approval.

A. Who is authorized to make purchases?

Purchases will only be processed if authorized by a Department Head or approved representative in an employee's direct chain of command.

B. Instructions for Soliciting Bids

When soliciting bids, City of Bastrop buyers must follow the steps below:

1. Give the same exact specifications to each vendor.

2. Give each bidder same deadline for turning in bids.

City of Bastrop buyers must inform vendors that bids submitted are all inclusive. Any charges for freight and handling, fuel fees or other costs must be included in the bid. In order to obtain contract status, the Department Head is responsible for first adhering to the procurement requirements stated below. City Manager approval or his designee is required.

C. Purchasing Control

Authorization levels established within INCODE for appropriations previously approved by the City Council are as follows:

Directors' or their designee not to exceed $9,999.99
Chief Financial Officer or designee up to $14,999.99
City Manager or designee approving purchases exceeding $15,000.00

All purchases requiring a purchasing summary must have an approved purchase order before placing the order.

D. Fleet Purchases

The Finance Department will create a Fleet Appropriations List at the beginning of every fiscal year based on the adopted budget. A unit number will be assigned to each vehicle and equipment included on this list. This list will be distributed to each department with vehicles and equipment on the list.

Each department will complete and submit their purchasing summaries to the Finance Department, which should include the unit number assigned, as close to October 1st as possible. The purchasing summaries will be checked against the Fleet Appropriations List and reviewed for accuracy and completeness. Once reviewed by the Finance Department, the summaries will go to the City Manager for approval.

Upon approval by the City Manager, a purchase order will be created and authorized by the Finance Department for each approved purchasing summary. At the time of issuance of the purchase order, budgeted funds will be encumbered to prevent the funds from being reallocated.

Approved purchase orders will be sent to each department with authorized vehicles and equipment on the Fleet Appropriations List. Once the department has received the approved purchase order, fleet orders can be placed with the selected vendor.

E. Dollar Limitations

The following dollar limitations should be used as a guideline. These limitations may not apply in all cases. Dollar limitations pertain to total purchase or invoice total not per single item cost. It is the Department Directors responsibility to insure Purchasing policies are being adhered to.

$0.01-$3,000: Purchases of non-contract goods or services totaling $3,000 or less require no quotation but are recommended.

If invoices for a single service contractor combine to total greater than $3,000 in a fiscal year, the city will require the standards of $3,001 to $49,999 for purchasing to apply. As clearly identified in the II. Code of Ethics H. Texas Law prohibits *component purchasing, separate purchasing and sequential purchasing* of any kind. An employee commits an offense by intentionally or knowingly making or authorizing component, separate or sequential purchasing to avoid the competitive bidding requirements.

Note that an employee does not commit an offense by making or authorizing component, separate, or sequential purchasing to address unexpected circumstances (such as unanticipated repairs) rather than to avoid competitive bidding requirements. Accordingly, if invoices for a single service contractor combine to total greater than $3,000 in a fiscal year due to unexpected circumstances (and not to avoid competitive bidding requirements), the standards that apply to purchase totaling $3,001 to $49,999 will not apply.

If you have questions about which standards apply, contact the Finance Department.

$3,001-$49,999: Except where otherwise exempted by applicable State law, purchases totaling $3,001 to $49,999 require three (3) written quotes attached to a Purchasing Summary Form and a purchase order provided to the Finance Department.

No purchase orders of non-contract goods or services will be issued in excess of $15,000 without City Manager or his designee prior approval.

If the lowest quote is not selected an explanation should be provided on the Purchasing Summary Form and approval by the City Manager will be required, no matter the dollar amount. Only the City Manager or his designee may determine “Best Value”. The City Manager may elect to accept less than three quotes from a Director if due diligence has been documented by the Director in trying to adhere to the purchasing policy. A memo will be required from the Director providing a reason for their inability to obtain three written quotes and the scope of services being provided if applicable. It must be approved and signed by the City Manager and attached to each Purchasing Summary Form and purchase order provided to the Finance Department.

According to State Law, two (2) Historically Underutilized Businesses (HUBs) are to be contacted on a rotating basis. HUB vendors are obtained from the Texas Comptroller of Public Accounts website. If the list fails to identify a historically underutilized business in the county in which the municipality is situated, the municipality is exempt.

If purchasing through a cooperative purchasing alternative, i.e. BuyBoard, DIR, TXMAS provide only one (1) written quote; proof or identification that the quote is from a cooperative source, complete a Purchasing Summary Form and a purchase order. Any vendor specific contracts should be on file with the Finance Department prior to final approval being given if applicable. It is the Department Director’s responsibility to insure the cooperative information is on file with the Finance Department.

$50,000+: Except as otherwise exempted by applicable State law, requisitions for item(s) whose aggregate total cost is more than $50,000 must be processed as competitive solicitations (e.g. sealed bids, request for proposals, and request for offers). Texas Local Government Code, Subchapter B, Section 252.021 defines the requirements for competitive bids.

The Code requires that sealed bids and request for proposals (RFP) are advertised in a local newspaper for two consecutive weeks prior to the bid opening. All bids must be received sealed and turned in to the City Secretary’s Office by the date and time listed in the bid. Any bids received after the stated time will be returned unopened. The bid opening process is open to the public and all vendors that respond to the specific are invited to attend. Questions concerning pricing will not be addressed at the opening. Contracts for services require Errors & Omissions coverage.

If purchasing through a cooperative purchasing alternative, i.e. BuyBoard, DIR, TXMAS provide only one (1) written quote; proof or identification that the quote is from a cooperative source, complete a Purchasing Summary Form and a purchase order. All cooperative vendor specific contracts should be on file with the Finance Department prior to final approval being given if applicable. It is the Department Director’s responsibility to ~~insure~~ensure the cooperative information is on file with the Finance Department. City Manager written approval is required.

Rental Agreement: Vendors who provide rental items to the city are required to carry insurance. The type and amounts of insurance required vary based on the item rented. The Chief Financial Officer must review all rental contracts before the contract is awarded.

F. Personal or Professional Services

Under the Professional Services Procurement Act, a contract for the purchase of a personal or professional service is exempt from competitive bidding requirements. The City also provides exemption for the purchasing of planning services.

The City may not select providers of professional services based on competitive bids. In these situations, the City must make the selection and award based on demonstrated competence and qualifications for performing the services for a fair and reasonable price.

Professional services may include:
- Accounting.
- Architecture.
- Landscape architecture.
- Land surveying.
- Medicine.
- Optometry.
- Engineering.
- Real estate appraisal.
- Nursing.

According to the Texas Attorney General's Office professional services may include "members of disciplines requiring special knowledge or attainment and a high order of learning, skill and intelligence,"

G. Other Exemptions

State law authorizes other categories of exempt purchases. Purchases from other governments, some auctions and going-out-of-business sales, and other purchases are exempt under provisions of the Local Government Code and Vernon's Statutes.

The following is a list of other areas that are exempt from competitive bidding requirements:

1. Land or right-of-way.
2. Items that can be obtained from only one source, including:
    a. items for which competition is precluded because of the existence of patents, copyrights, secret processes or monopolies;
    b. films, manuscripts or books;
    c. electric power, gas, water, and other utility services; and
    d. captive replacement parts or components for equipment;
3. Food
4. Personal property sold:
    a. at an auction by a state licensed auctioneer;
    b. at a going-out-of-business sale; or
    c. by a political subdivision of the state, a state agency, or an entity of the federal government.
5. Any work performed and paid for by the day is exempt from the competitive bidding process.

6. Work performed under a contract for community and economic development made by a county designed to reasonably increase participation by historically underutilized businesses in public contract awards by establishing a contract percentage goal for HUB businesses.

H. Sole Source Purchases

Sole Source purchases must be approved by the City Manager before purchasing. These conditions occur when the purchase involves compatibility of equipment, accessories or replacement parts or when the goods or services is a one-of-a kind or protected by a patent, copyright, secret process. The product is only available from a regulated or natural monopoly. The product is a component or repair part that may only be purchased from the original supplier. The following items are necessary to provide sufficient justification for sole source purchase:

1. A memorandum to the City Manager with a statement must be attached to the Purchasing Summary Form that says a sufficient number of vendors have been contacted to determine that only one practical source of supply exists or states the reasons only one source exists. This memorandum should include the City Manager's signature signifying his approval.
2. A bid from the sole source provider on company letterhead.
3. A letter from the vendor stating they are the sole supplier of the good.

A Purchasing Summary Form and purchase order is still required with the above information attached.

I. Change Orders

According to purchasing law, the City of Bastrop may make changes to plans, specifications or quantities after award of the contract, if necessary. However, no increase may exceed 25% of the original contract amount and any decrease of 25% or more must have the consent of the contractor.

Increases that cause a change in dollar limitations or purchasing law may supersede the 25% rule:

> Example: If a contract is awarded for $45,000, the allowable increase under the 25% rule would be $11,250. However, this would cause the new price to exceed $50,000, which by State law requires sealed bids and advertising. Increase would be limited.

Any change in a purchasing contract that exceeds 25% of the original amount will void the original contract.

J. Making the Purchase

City of Bastrop buyers' are responsible for making sure that the purchased good or service is received as specified. Under no circumstance should a buyer accept more goods or services than ordered. Employees are only authorized to purchase items that have been approved by their Department Head. A purchase over the original amount requires additional approval.

K. 30 Day Accounts Payable Cycle

Texas law requires municipalities to pay invoices within 30 days or be subject to the payment of interest.

It is the responsibility of each department to make sure the signed invoices, purchase orders and any other required paperwork is submitted to the Finance Department as soon as the product is received, or service rendered.

It is the responsibility of Accounts Payable to pay all vendor invoices within 30 days of ~~invoice date~~the date services or products are received. If the invoice date is different from the service/product receipt date, the department will need to note on the invoice the date of receipt of the product or service. Any Variance between the purchase order and the vendor invoice must be reconciled and documented on the purchase order. Vendor payments can only be made for the original or modified purchase order amount.

L. Emergency Procedures

Valid emergencies are those that occur as a result of the breakdown of equipment which must be kept in operation to maintain the public's safety or health, or whose breakdown would result in the disruption of City operations. It is required to get City Manager or his designee approval on any emergency purchases.

The Legislature exempted certain items from sealed bidding in the **Texas Local Government Code Section 252.022(a)**, including, but not limited to:

1. *A procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality;*
2. *A procurement necessary to preserve or protect the public health or safety of the municipality's residents;*
3. *Procurement necessary because of unforeseen damage to public machinery, equipment or other property.*

The following steps must be taken when making emergency purchases:

1. Employee must receive approval from the City Manager or his designee.
2. Employee will make every effort to solicit bids unless circumstances prevent employee from doing so.
3. A written statement concerning the emergency must be provided following the incident to provide necessary documentation in Accounts Payable and must include the City Managers signature or his designees.

IV. ASSET CONTROL

A. Inventory Control

The purpose of inventory control is to create and maintain a record/inventory of all fixed assets of the City of Bastrop. Fixed assets include all items over $5,000 with a life expectancy of two (2) or more years. "Minor Capital Outlay" items must also be inventoried. These items will include assets purchased for $1,000 to $4,999.

When a fixed asset is received by the city, it is tagged with a City of Bastrop property tag if feasible and added to the Departments master list.

Each Department shall keep an inventory list of all fixed assets permanently assigned to employee.

A wall to wall inventory of all fixed assets shall be performed every year or as deemed necessary. It is recommended that Departments perform an annual fixed assets inventory of equipment permanently assigned to employees.

B. Use of Property

City of Bastrop employees should be aware that the use of City property for personal gain is strictly prohibited. City vehicles should only be used for official City business. City Personnel Policies list theft and unauthorized use of City property as grounds for immediate dismissal.

In addition, employees are not to use personal property for the performance of their job or at their work site. Personal items such as radios, coffee pots, picture frame, books, etc. is permissible: however, the City of Bastrop is not responsible for damage to or theft of these items.

C. Disposal of Surplus Materials and Equipment/ Donations

City surplus materials and equipment (a/k/a 'surplus items') includes any City owned personal property such as furniture, fixtures, equipment, computers, vehicles, tools, clothing, or other such items, which have lost useful value to the City, have become non-functional or are obsolete. Such surplus items may be disposed of by one of the following methods:

- Sold competitively, by accepting sealed bids or by public auction;
- Traded in for acquisition of new equipment;
- Donated by the City to a recognized charitable organization;
- Provided to other governmental entities (donation or exchange).
- Sold as 'scrap' (for cash), if the items have no value except for salvage and the City Manager or his designee has authorized the sale for scrap; or
- Disposed of through solid waste collection services, if the item has no salvage or other value and the City Manager or his designee has authorized such disposal.

Trade-In or Donation: Before *trading-in* and/or *donating* surplus items, the Department Head must prepare a memorandum to the City Manager and remit a copy to the Finance Department stating: 1) the identity of the surplus items to be disposed of, traded-in or donated, 2) the reasons for the surplus items being declared surplus, 3) the original purchase price (if ascertainable) of the surplus items, and 4) the value of proposed "trade-in" or "donation", in the estimation of the Department Head. If the Department Head receives approval by City Manager to proceed, the Department Head must coordinate their *trading-in* and/or *donating* surplus items with the Finance Department to insure a Disposed Fixed Asset Form is completed and any other ancillary paperwork.

[Note: All property is owned in the name of the City of Bastrop and is not vested in any specific department.]

Sales: If the surplus items are to be sold, then the Department Head must prepare a memorandum to the City Manager and remit a copy to the Finance Department. The memo should include: 1) the identity of the items to be sold to include year, make, model, and any other identification characteristics, 2) a brief description providing why it is necessary to dispose of the item. The Department Head having received approval to sell a surplus item may then utilize one of the following options: 1) post notice in the local newspaper and/or through an approved on-line auction provider 2) advertise in the local newspaper, 3) request sealed bids, or 4) sell through a public auction, which may take place at a specified location or, by means of an on-line sale.

Preferred Disposition: Whenever reasonably feasible, it is the City's preference that the Department Head dispose of the surplus equipment by means of a public auction or sale held in cooperation with other City departments and surrounding government entities.

Procedures: The City Manager shall have the authority to approve the disposal, sale, trade-in or donation of surplus items when the value of same is less than $50,000, in total. If the total value exceeds $50,001, then the City Manager shall obtain Council approval of the proposed disposal, sale, trade-in or donation of surplus items.

Once approved by either the City Manager or Council, as appropriate, in order to document the disposal, sale, trade-in or donation of surplus items a Disposed Fixed Asset Form must be prepared and submitted to the Finance Department in addition to providing the license plates for any vehicles or equipment disposed of. The Finance Department manages the change of ownership and the receipt of funds.

City decals must be removed from all surplus City vehicles, machinery, and equipment before disposal, donation, trade-in or sale.

City employees may participate, on their own time, in public auctions for the purchase of surplus City items.

D. Lost Property

After conducting an annual inventory and property is discovered to be lost, an explanation for the lost must be provided immediately to the Department Head using the

Fixed Asset Form. Property losses that come to the attention of the employee before the annual inventory should be reported within 24 hours using the Fixed Asset Form.

All thefts are to be reported to a supervisor or Department Head as soon as possible. The City of Bastrop, Police Department must be notified immediately. Stolen fixed asset must be removed from the Master Inventory List and a copy of the police report attached to the Fixed Asset Form.

E. Security Measures

All equipment will be kept in a secure area when not is use. Access to this area will be limited to the employees assigned to the secure area. In case of theft, the security of the area should be evaluated to determine if changes or re-keying of locks should be necessary.

V. RESPONSIBILITIES OF PARTIES

A. Department Heads
1. Monitor and approve overall purchases to ensure that funds are spent judiciously and that budgeted resources are within their control and available for all procurement.
2. Reject requests for purchases that do not have proper authorization or include required documentation.
3. Approve all purchases up to $9,999 excluding budgeted capital.
4. Adhere to the Purchasing Policies and the Code of Ethics.
5. Place cooperative agreements and RFP's on file with Finance and monitor purchases to ensure that supply agreements are used.
6. Ensure that sole source requests meet the guidelines and include required documentation.
7. Inventory all fixed assets every year.
8. Verify goods and services are received as ordered before approving payment.
9. Annually inventory equipment assigned to employee.
10. Keep records of losses occurring in their areas to detect patterns of theft in one area or individual employee.

B. Supervisors
1. Maintain security of equipment on-site
2. Keep a log of equipment issued to employees on a long-term basis.
3. Keep a log of equipment issued to employees on a short-term basis.
4. Forward all receipts and invoices to Department Head as soon as possible.
5. Check that equipment and supplies are returned upon termination of an employee.

C. City of Bastrop Accounts Payable
1. Pay bills in an accurate and timely manner.

2. Reject requests for purchases that do not have proper authorization or include required documentation.
3. Monitor purchases to ensure that supply agreements are used.
4. Ensure that purchasing policy requirement guidelines are met and required documentation included.

D. City of Bastrop Accounting
1. Maintain the master fixed asset property list.
2. Assign inventory tags for fixed assets.
3. Provide Fixed Assets Forms.
4. Produce Master Inventory List as needed.
5. Process fixed asset transfers and retirements.
6. Review, approve and enter all purchase orders for budgeted fleet purchases.

VI. DEFINITION OF TERMS

Component Purchases – Purchases of component parts of an item that in normal purchasing practices would be accomplished by one purchase. (Purchasing parts and assembling a finished product.)

Pecuniary Benefit – Any form of economic gain (money, gifts, etc.).

Fixed Assets - A piece of equipment with a value of $5,000 or more and a life expectancy of two (2) year or more.

Separate Purchases – Purchases made separately of items that in normal purchasing practices would be accomplished by one consolidated purchase. (Multiple purchase orders of similar items to avoid bidding procedures.)

Sequential Purchases – Purchases, made over a period, of items in normal purchasing practices would be combined and bid as one purchase. (Similar to above but multiple purchases of the same items to avoid bids.)

_____
Lynda K. Humble, City Manager

_____
Tracy Waldron, CFO

History of Financial Policies:
Previously Approved 09/23/2014
Previously Approved 10/23/2018

STAFF REPORT

MEETING DATE: September 24, 2019 **AGENDA ITEM**: 8D

TITLE:
Consider action to approve Resolution No. R-2019-90 of the City Council of the City of Bastrop, Texas, approving the Financial Management Policy, which is attached as Exhibit A; providing for a repealing clause and establishing an effective date.

STAFF REPRESENTATIVE:
Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:
This policy was adopted on September 26, 2017. This policy is to be reviewed annually, as a part of the budget, and adopted by the City Council each year as a part of that process.

POLICY EXPLANATION:
This policy should be reviewed administratively by the City Manager at least annually, prior to preparation of the operating budget.

City Council reviewed the Financial Management Policy at the September 17, 2019 City Council Meeting and provided feedback for final adoption.

This draft version incorporates the feedback received from City Council, including the option to submit the budget for the Distinguished Budget Presentation Award and adding language in the Grant Solicitation section to include communication with Council regarding grants being solicited.

FUNDING SOURCE:
N/A

RECOMMENDATION:
Consider action to approve Resolution No. R-2019-90 of the City Council of the City of Bastrop, Texas, approving the Financial Management Policy, which is attached as Exhibit A; providing for a repealing clause and establishing an effective date.

ATTACHMENTS:
- Resolution 2019-90
- Financial Policy

RESOLUTION NO. R-2019-90

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE FINANCIAL MANAGEMENT POLICY, WHICH IS ATTACHED AS EXHIBIT A; PROVIDING FOR A REPEALING CLAUSE AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, it is the responsibility of local government to ensure that public funds are managed in a prudent and financially sound manner; and

WHEREAS, the City of Bastrop Financial Management Policy was last adopted by Council in September 2017; and

WHEREAS, financial policies provide guidelines for managing risk and assisting the City in complying with established public management best practices, while ensuring compliance with federal, state and local laws and reporting requirements; and

WHEREAS, at the September 17, 2019 Council Meeting, staff presented the Financial Management Policy for annual review by the City Council; and

WHEREAS, the City Council requests that the Financial Management Policy be reviewed and adopted annually by Council as a part of the budget adoption process to ensure this policy is current with State Law and appropriately addresses operational needs.

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

SECTION 1: The City Council hereby approves the City of Bastrop Purchasing Policy, which is attached as Exhibit A, and requests that it be reviewed and adopted annually as a part of the Budget adoption process.

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

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop, Texas on the 24th day of September 2019.

CITY OF BASTROP, TEXAS

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

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Est. 1832

> Financial policies provide guidelines for managing risk and assisting the City in complying with established public management best practices, while ensuring compliance with federal, state and local laws and reporting requirements.



Financial Policy

Draft dated September 24, 2019

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- B. Reporting

I. Purpose Statement

The overriding goal of the Financial Management Policies is to enable the city to achieve a long- term stable and positive financial condition while conducting its operations consistent with the Council-Manager form of government established in the City Charter. The watchwords of the city's financial management include integrity, prudent stewardship, planning, accountability, and full disclosure.

The purpose of the Financial Management Policies is to provide guidelines for the financial management staff in planning and directing the city's day-to-day financial affairs and in developing recommendations to the City Manager.

The scope of the policies spans accounting, auditing, financial reporting, internal controls, operating and capital budgeting, revenue management, cash management, expenditure control and debt management.

II. Accounting, Auditing, And Financial Reporting

A. Accounting – The City of Bastrop finances shall be accounted for in accordance with generally accepted accounting principles as established by the Governmental Accounting Standards Board. The fiscal year of the City shall begin on October first of each calendar year and shall end on September thirtieth of the following calendar year. This fiscal year shall also be established as the accounting and budget year. Governmental fund types use the modified accrual basis of accounting, revenues are recognized when susceptible to accrue (i.e., when they are measurable and available. Expenditures are recognized when the related funds liability is incurred, if measurable, except for principle and interest on general long- term debt, which are recorded when due.

Proprietary fund types are accounted for on a full accrual basis of accounting. Under this method, revenues are recorded when earned and expenses are recorded at the time liabilities are incurred

B. Funds – Self-balancing groups of accounts are used to account for city financial transactions in accordance with generally accepted accounting principles. Each fund is created for a specific purpose except for the General Fund, which is used to account for all transactions not accounted for in other funds. Governmental funds are used to account for the government's general government activities and include the General, Special Revenue, Debt Service and Capital Project funds.

C. External Auditing – The city will be audited annually by outside independent auditors. The auditors must be a CPA firm of national reputation and must demonstrate that they have the breadth and depth of staff to conduct the city's audit in accordance with generally accepted auditing standards, generally accepted government auditing standards, and contractual requirements. The auditors' report on the city's financial statements including any federal grant single audits will be completed within 120 days of the city's fiscal year end, and the auditors' management letter will be presented to the city staff within 150 days after the city's fiscal year end. An interim management letter will be issued prior to this date if any materially significant internal control weaknesses are discovered. The city staff and auditors will jointly review the management letter with the City Council within 60 days of its receipt by the staff.

D. External Auditors Responsible to City Council - The external auditors are accountable to the City Council and will have access to direct communication with the City Council if the city staff is unresponsive to auditor recommendations or if the auditors consider such communication necessary to fulfill their legal and professional responsibilities.

E. External Auditor Rotation – The city will not require external auditor rotation, but will circulate requests for proposal for audit services periodically, normally at five-year intervals or less.

F. External Financial Reporting – The city will prepare and publish a Comprehensive Annual Financial Report (CAFR). The CAFR will be prepared in accordance with generally accepted accounting principles and may be presented annually to the Government Finance Officers Association (GFOA) for evaluation and possibly awarding of the Certification of Achievement for Excellence in Financial Reporting. The CAFR will be published and presented to the City Council within 180 days after the end of the fiscal year. City staffing and auditor availability limitations may preclude such timely reporting. In such case, the Chief Financial Officer will inform the City Manager and the City Manager will inform the City Council of the delay and the reasons therefore.

III. Internal Controls

A. Written Policies & Procedures – The Finance Department is responsible for developing city-wide written policies & procedures on accounting, cash handling, and other financial matters. The Policies will be reviewed by the City Manager and approved by the City Council. The procedures will only need approval by the City Manager.

The Finance Department will assist department managers as needed in tailoring these written procedures to fit each department's requirements.

B. Internal Audit – The Finance Department may conduct reviews of the departments to determine if the departments are following the written procedures as they apply to the departments.

Finance will also review the written policies and procedures on accounting, cash handling and other financial matters. Based on these reviews Finance will recommend internal control improvements as needed.

C. Department Managers Responsible – Each department manager is responsible to the City Manager to ensure that good internal controls are followed throughout his or her department, that all guidelines on accounting and internal controls are implemented, and that all independent and internal control recommendations are addressed.

IV. Operating Budget

A. Preparation – The city's "operating budget" is the city's annual financial operating plan. It consists of governmental and proprietary funds, including the general obligation debt service fund. The budget is prepared using the same basis of accounting as the audited financial statements. The budget is prepared by the City Manager with the assistance of the Chief Financial Officer and cooperation of all city departments. The City Manager transmits the document to the City Council thirty (30) days prior to the commencement of the fiscal year per the City Charter. The budget should be enacted by the City Council prior to the fiscal year beginning. The operating budget may be submitted to the GFOA annually for evaluation and possible awarding of the Award for Distinguished Budget Presentation.

The budget document presented to Council will be in compliance with Article VI Section 6.02 of the City Charter.

A copy of the proposed budget shall be filed with the City Secretary, at the Public Library and available on the City's website when it is submitted to the City Council in accordance with the provisions of the City Charter Article VI Section 6.03.

At the Council meeting at which time the budget is submitted, the Council shall, in

conformance with the requirements of state law, shall cause to be published the date, time and place of a Public Hearing. At this hearing, interested citizens may express their opinions concerning items of expenditure, giving reasons for wishing to increase or decrease any such items. This is in accordance with the provisions of the City Charter Article VI Section 6.04.

After public hearing, the Council shall analyze the budget, making any additions or deletions considered appropriate, and shall, at least three (3) days prior to the beginning of the fiscal year, adopt the budget by a favorable vote. This in accordance with the provisions of the City Charter Article VI Section 6.05.

On final adoption, the budget shall be in effect for the budget year. Final adoption of the budget by Council shall constitute the official appropriations of proposed expenditures for the year and shall constitute the basis of the official levy of the property tax as the amount of tax to be assessed and collected for that tax year. This in accordance with City Charter Article VI Section 6.06.

B. Balanced Budgets – An operating budget will be balanced, with current revenues, inclusive of beginning resources, greater than or equal to current operating expenditures/expenses.

C. Planning – The budget process will begin with a Staff Budget Retreat followed by a Council Budget Workshop to provide direction to the City Manager on goals of the organization. From Jan. – April, each Department Director will enter their line item budgets into the budget software. ~~submitting Expanded Level of Service (ELS) forms accompanied by a summary form ranking their requests by priority. The Chief Financial Officer will use the current budget as a base line and enter all ELS requests into the accounting system.~~ Meetings are scheduled with the City Manager, Chief Financial Officer and Department Directors, to review their draft budgets. A summary of this draft budget is presented to City Council by the City Manager, at a Budget workshop There will be several more Council budget workshops as the City Manager and staff work through estimating revenue and making the necessary expense cuts to prepare a balanced budget for final approval.

D. Reporting – Periodic financial reports are available within INCODE to enable the department managers to manage their budgets and to enable the Finance Department to monitor and control the budget as approved by the City Council. Summary monthly financial reports will be presented to the City Council within 45 days after the end of each month, if council meetings do not interfere with reporting requirement. Such reports will include current year revenue and expenditure budgets and year-to-date actual figures for all major funds.

E. Control – Operating Expenditure Control is addressed in another section of the Policies.

F. Performance Measures – Where appropriate, performance measures and productivity indicators will be used as guidelines and reviewed for efficiency and effectiveness. This information will be included in the annual budgeting process.

V. Capital Budget

A. Preparation – The city's capital budget will be included in the city's operating budget. The capital budget will be prepared by the City Manager with assistance from the Finance Department and involvement of all required city departments.

B. Appropriation – An appropriation for a capital expenditure shall continue in force until the purpose for which it was made has been accomplished or abandoned

C. Control – All capital project expenditures must be appropriated in the capital budget. Finance must certify the availability of resources so an appropriation can be made before a capital project contract is presented by the City Manager to the City Council for approval.

D. Alternate Resources – Where applicable, assessments, impact fees, or other user-based fees should be used to fund capital projects which have a primary benefit to certain property owners.

E. Debt Financing – Recognizing that debt is usually a more expensive financing method, alternative financing sources will be explored before debt is issued. When debt is issued, it will be used to acquire major assets with expected lives that equal or exceed the average life of the debt issue. The exceptions to this requirement are the traditional costs of marketing and issuing the debt, capitalized labor for design and construction of capital projects, and small component parts which are attached to major equipment purchases.

F. Reporting – Financial reports will be available to enable the department managers to manage their capital budgets and to enable the finance department to monitor the capital budget as authorized by the City Manager.

VI. Revenue Management

A. Simplicity – The city will strive to keep the revenue system simple which will result in a decrease of compliance costs for the taxpayer or service recipient and a corresponding decrease in avoidance to pay.

B. Certainty – An understanding of the revenue source increases the reliability of the revenue system. The city will ~~try to~~ understand its revenue sources and enact consistent collection policies so that assurances can be provided that the revenue base will materialize according to budgets and plans.

C. Equity – The city will strive to maintain equity in the revenue system structure. It is recognized that public policy decisions may lead to subsidies in certain circumstances, e.g., Over 65 property tax exemptions.

D. Administration – The benefits of revenue will exceed the cost of producing the revenue. The cost of collection will be reviewed annually for cost effectiveness as a part of the indirect cost, and cost of services analysis.

E. Revenue Adequacy – The city will require that there be a balance in the revenue system. That is, the revenue base will have the characteristic of fairness and neutrality as it applies to cost of service, willingness to pay, and ability to pay.

F. Cost/Benefit of Abatement – The city will use due caution in the analysis of any tax, fee, or water and wastewater incentives that are used to encourage development. A cost/benefit (fiscal impact) analysis will be performed as a part of such analysis and presented to the appropriate entity considering using such incentive.

G. Diversification and Stability – In order to protect the government from fluctuations in revenue source due to fluctuations in the economy, and variations in weather (in the case of water and wastewater), a diversified revenue system will be sought.

H. Non-Recurring Revenues – One-time revenues will not be used for ongoing operations. Non-recurring revenues will be used only for non-recurring expenditures. Care will be taken not to use these revenues for budget balancing purposes.

I. Property Tax Revenues – **For every annual budget, the City shall levy two property tax rates: Maintenance/Operations and Interest/Sinking (debt service). The debt**

service levy shall be sufficient for meeting all principle and interest payments associated with the City's outstanding general debt obligations for that budget year. The debt service levy and related debt service expenditures shall be accounted for in the Debt Service Fund. The maintenance and operations levy shall be accounted for in the General Fund. The City will adhere to state law when calculating these tax rates. Property shall be assessed at 100% of the fair market value as appraised by the Bastrop Central Appraisal District. Reappraisal and reassessment shall be done regularly as required by State law. A 97% collection rate will serve as a minimum goal for tax collection, with the delinquency rate of 4% or less. The 97% rate is calculated by dividing total current year tax collections for a fiscal year by the total tax levy for the fiscal year.

All delinquent taxes will be pursued as part of the collection contract the City has with the Bastrop County Tax Assessor/Collector. ~~aggressively pursued by being turned over to an attorney, and a penalty assessed to compensate the attorney as allowed by State law, and in accordance with the attorney's contract.~~

J. User-Based Fees – For services associated with a user fee or charge, the direct and indirect costs of that service will be offset by a fee where possible. There will be an annual review of fees and charges to ensure that fees provide adequate coverage of costs and services.

K. General and Administrative Charges – A method will be maintained whereby the General Fund can impose a charge to the enterprise/ proprietary funds for general and administrative services (~~indirect costs~~overhead allocation) performed on the funds' behalf. The details will be documented and said information will be maintained in the Finance Department.

L. Utility Rates – The city will strive to review utility rates annually and, if necessary, adopt new rates to generate revenues required to fully cover operating expenditures, meet the legal restrictions of all applicable bond covenants, and provide for an adequate level of working capital needs. This policy does not preclude drawing down cash balances to finance current operations. However, it is best that any extra cash balance be used instead to finance capital projects.

M. Interest Income – Interest earned from investment of available monies that are pooled will be distributed to the funds monthly in accordance with the claim on cash balance of the fund from which monies were provided to be invested.

N. Revenue Monitoring – Revenues actually received will be regularly compared to budgeted revenues and variances will be investigated. This process will be summarized in the appropriate budget report.

VII. Expenditure Control

A. OPERATING EXPENDITURES - Shall be accounted, reported and budgeted for in the following categories:

1. **Personnel Costs**
2. **Supplies and Materials**
3. **Maintenance and Repairs**
4. **Occupancy**
5. **Contractual Serives**
6. **Other Charges**
7. **Contingency**

B. Appropriations – The level of budgetary control is the department level budget in all Funds. Transfers between expenditure accounts within a department may occur with the approval of the ~~Chief Financial Officer~~Department Director. City Manager approval is required if transferring from a personnel or capital accounts within a department. When budget adjustments (i.e., amendments), are required between departments and/or funds, these must be

approved by the City Council through an Ordinance

~~B~~C. **Vacancy Savings/Contingency Account** – The General Fund Contingency Account will be budgeted at a minimal amount ($35,000). The contingency account balance for expenditures may be increased quarterly by the amount of available vacancy savings.

~~C~~D. **Contingency Account Expenditures** – The City Council must approve all contingency account expenditures over $50,000. The City Manager must approve all other contingency account expenditures.

~~D~~E. **Central Control** – Significant vacancy (salary) and capital budgetary savings in any department will be centrally controlled by the City Manager.

~~E~~F. **Purchasing Control** – All purchases shall be made in accordance with the city's Purchasing Policy. Authorization levels for appropriations previously approved by the City Council are as follows: below Directors $1,000 (Directors can request to have this amount raised by submitting a written request to the Finance Department), for Directors up to $9,999, for Chief Financial Officer up to $14,999, and with any purchases exceeding $15,000 to be approved by the City Manager.

~~F~~G. **Professional Services** – Professional services will generally be processed through a request for proposals process, except for smaller contracts. The City Manager may execute any professional services contract less than $50,000 provided there is an appropriation for such contract.

~~G~~H. **Prompt Payment** – All invoices will be paid within 30 days of receipt in accordance with the prompt payment requirements of State law. Procedures will be used to take advantage of all purchase discounts where considered cost effective. However, payments will also be reasonably delayed in order to maximize the city's investable cash, where such delay does not violate the agreed upon terms.

VIII. Asset Management

A. Investments – The city's investment practices will be conducted in accordance with the City Council approved Investment Policies.

B. Cash Management – The timing and amount of cash needs and availability shall be systematically projected in order to maximize interest earnings from investments.

C. Investment Performance – A quarterly report on investment performance will be provided by the Chief Financial Officer to the City Council.

D. Fixed Assets and Inventory – These assets will be reasonably safeguarded properly accounted for, and prudently insured. The City will perform an annual inventory of all assets with a value greater than $1,000. Asset control will be conducted in accordance with the City Council approved Purchasing Policy Sec. IV.

IX. Financial Condition and Reserves

A. No Operating Deficits – Current expenditures should be paid with current revenues. Deferrals, short-term loans, or one-time sources should be avoided as budget balancing technique. Reserves will be used only for emergencies on non-recurring expenditures, except when balances can be reduced because their levels exceed guideline minimums.

B. Operating Reserves – Failure to meet these standards will be disclosed to the City Council as soon as the situation is recognized and a plan to replenish the ending resources over a reasonable time frame shall be adopted.

1. The General Fund ending fund balance

will be maintained at an amount up to three months' worth of estimated expenditures or at a level of 25% of budgeted operating expenditures.

2. The Enterprise/ Proprietary Funds will be maintained at a minimum level of 35% of budgeted operating expenditures.

3. Fund balances which exceed the minimum level established for each fund may be appropriated for non-recurring capital projects.

C. Risk Management Program – The city will aggressively pursue every opportunity to provide for the public's and city employees' safety and to manage its risks.

D. Loss Financing – All reasonable options will be investigated to finance losses. Such options may include risk transfer, insurance and risk retention. Where risk is retained, reserves will be established based on a calculation of incurred but not reported claims, and actuarial determinations and such reserves will not be used for any purpose other than for financing losses.

E. Enterprise/ Proprietary Fund Self-Sufficiency – The city's enterprise funds' resources will be sufficient to fund operating and capital expenditures. The enterprise funds will pay (where applicable) their fair share of general and administrative expenses, in- lieu-of-property taxes and/or franchise fees. If an enterprise fund is temporarily unable to pay all expenses, then the City Council may waive general and administrative expenses, in- lieu-of-property taxes and/or franchise fees until the fund is able to pay them.

F. Hotel Occupancy Tax Fund – This fund has a long-term effect on the City's economy and the reserve level needs to be sufficient to allow the fund to operate if a downturn in the economy occurred. Sufficient level of reserves should be a minimum of one year of expenditures to allow the City to ensure continuity of the organizations promoting tourism. Policy makers will need to determine priorities and funding levels should the economic downturn be expected to exceed the current adopted budget plus one-year reserves.

X. Debt Management

A. Self-Supporting Debt – When appropriate, self-supporting revenues will pay debt service in lieu of tax revenues.

B. Analysis of Financing Alternatives – The city will explore all financing alternatives in addition to long-term debt including leasing, grants and other aid, developer contributions, impact fees, and use of reserves or current monies.

C. Voter Authorization – The city shall obtain voter authorization before issuing General Obligation Bonds as required by law. Voter authorization is not required for the issuance of Revenue Bonds and Certificates of Obligation. However, the city may elect to obtain voter authorization for Revenue Bonds.

D. Bond Debt – The City of Bastrop will attempt to maintain base bond ratings of AA2(Moody's Investors Service) and AA (Standard & Poor's) on its general obligation debt, and AA- on its revenue bonds. In an attempt to keep the debt service tax rate flat, retirement of debt principal will be structured to ensure constant annual debt payments when possible.

E. IRS Compliance – The City will have a written policy for monitoring compliance with IRS laws and regulations for tax exempt debt.

XI. Staffing and Training

Adequate Staffing – Staffing levels will be adequate for the fiscal functions of the city to function effectively. Overtime shall be used only to address temporary or seasonal

demands that require excessive hours. Workload scheduling alternatives will be explored before adding staff.

Training – The city will support the continuing education efforts of all financial staff including the investment in time and materials for maintaining a current perspective concerning financial issues. Staff will be held accountable for communicating, teaching, and sharing with other staff members all information and training materials acquired from seminars, conferences, and related education efforts.

XII. Grants Financial Management

A. Grant Solicitation – ~~-~~Each department is responsible for researching and applying for grants that support needs within their department. The purpose of this policy is to ensure grant funding is solicited with prior approval of the City Manager. The grant application should only be made with input from pertinent departments.~~The City Manager will be informed about available grants by the departments. The City Council will have final approval Over which grants are applied for~~. The grants should be cost beneficial and meet the city's objectives. Communication will be made with City Council to keep them informed on what grants are being solicited.

B. Grant Acceptance – All grants awarded to the City of Bastrop must be accepted by action of the City Council. If the grant opportunity is identified early enough for inclusion in the annual budget, is shall be identified and budgeted in revenue and expenditure accounts. If the grant is accepted but has not been included in the annual budget, a budget amendment shall be requested to reflect the revenues and expenditures associated with the grant.

~~B~~C. **Responsibility** – Departments will oversee the day to day operations of grant programs, will monitor performance and compliance, and will also keep the Finance Department informed of significant grant-related plans and activities. Finance Department staff members will serve as liaisons with grantor financial management personnel, will prepare invoices, and will keep the books of account for all grants.

XIII. Annual Review and Reporting

A. Annual Review - These Policies will be reviewed administratively by the City Manager at least annually, prior to preparation of the operating budget.

B. Reporting - The Chief Financial Officer will report annually to the City Manager on compliance with these policies.

_____

Lynda K. Humble, City Manager

_____

Tracy Waldron, CFO

History of Financial Policies:
Previously Approved 9/23/14
Previously Approved 10/25/16
Previously Approved 5/9/17
Previously Approved with Budget 9/25/18

STAFF REPORT

MEETING DATE: September 24, 2019 **AGENDA ITEM**: 8E

TITLE:
Consider action to approve Resolution No. R-2019-95 approving a Memorial Tree Program in the Fairview Cemetery, as attached in Exhibit A; providing for a repealing clause and establishing an effective date.

STAFF REPRESENTATIVE:
Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:
City of Bastrop Code of Ordinances, Chapter 15 – Cemeteries, Article 15.01 - Fairview Cemetery restricts the planting of trees by plot owners and their heirs to ensure that any trees that are planted are both native to the area and proper for the cemetery and local environment.

Due to this restriction, a replacement plan became critical to maintaining the future beauty of Fairview Cemetery as the original trees were lost to age, disease and weather-related causes.

As many families wish to donate something long-lasting and meaningful in their loved ones' memory, the Fairview Cemetery Memorial Tree Program was designed to meet the desire to give something long-lasting and the need to ensure the selection and placement of proper trees for Fairview Cemetery.

The Fairview Cemetery Advisory Board met on March 27, 2019 and June 26, 2019 to review and discuss the Fairview Cemetery Memorial Tree Program. After discussion, the Board was in favor of the program and recommended it be brought to City Council for approval as represented in the brochure.

POLICY EXPLANATION:
City of Bastrop Code of Ordinances, Chapter 15 – Cemeteries, Article 15.01 - Fairview Cemetery restricts the planting of trees by plot owners and their heirs. All trees planted are to be planted by the City of Bastrop.

FUNDING SOURCE:
N/A

RECOMMENDATION:
Consider action to approve Resolution No. R-2019-95 approving a Memorial Tree Program in the Fairview Cemetery, as attached in Exhibit A; providing for a repealing clause and establishing an effective date.

ATTACHMENTS:
- Resolution R-2019-95
- Memorial Tree Program Brochure

RESOLUTION NO. R-2019-95

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING A MEMORAL TREE PROGRAM IN THE FAIRVIEW CEMETERY, AS ATTACHED IN EXHIBIT A; PROVIDING FOR A REPEALING CLAUSE AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City of Bastrop Code of Ordinances Chapter 15, Article 15.01 "Fairview Cemetery" restricts the planting of trees by plot owners; and

WHEREAS, several plot owners have expressed an interest in memorializing their loved one through the donation of a tree; and

WHEREAS, The Fairview Cemetery has lost trees due to age, disease and weather-related causes; and

WHEREAS, The City Council agrees that a replacement plan is critical to maintain the future beauty of the Fairview Cemetery; and

WHEREAS, The Fairview Cemetery Advisory Board met on March 27 and June 26, 2019 to review and discuss the Fairview Cemetery Memorial Tree Program; and

WHEREAS, At the June 26, 2019 meeting the Fairview Cemetery Advisory Board made a recommendation to bring this program to City Council for approval.

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

SECTION 1. That the City Council approve the program as presented in the brochure attached as Exhibit A.

SECTION 2. That the City Council of the City of Bastrop has found the program to be beneficial to the future of the Fairview Cemetery.

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

SECTION 4. That this resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY RESOLVED AND APPROVED by the City Council of the City of Bastrop this 24th day of September 2019.

CITY OF BASTROP, TEXAS

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

About the Cemetery



Fairview Cemetery is located at 1408 Highway 95 N in Bastrop, Texas. With beautiful, unique, and historic gravesites dating back to the 1800's, Fairview is listed on the State of Texas Historic Cemetery Listing.

Memorial Tree Program

After reviewing the Fairview Cemetery Ordinance in 2017, it was decided to continue restricting the planting of trees by plot owners and their heirs to ensure that any trees that are planted are both native to the area and proper for the cemetery and local environment.

Due to this restriction, a replacement plan became critical to maintaining the future beauty of Fairview Cemetery as the original trees were lost to age, disease and weather related causes.

As many families wished to donate something long-lasting and meaningful in their loved ones' memory, the Fairview Cemetery Memorial Tree Program was designed to meet the desire to give something long-lasting and the need to ensure the selection and placement of proper trees for Fairview Cemetery.

Fairview Cemetery

Name: _____

Address: _____

_____

Telephone: _____

Email: _____

Desired Tree (see approved list, opposite side):

_____

The donation to the Memorial Tree Program is $650. This includes one 30 gallon tree, a 4" X 8" memorial plaque and 2 years maintenance.

Mail this form along with your donation (payable to City of Bastrop) to:
Fairview Cemetery Memorial Tree Program
c/o City of Bastrop—Finance Dept.
PO Box 427
Bastrop, TX 78602

<u>Tree Plaque Format</u>

All plaques for trees will be inscribed using the following format:

In memory/Loving memory/Honor of
Bob Smith
April 3, 1945—October 15, 2015

Inscription:

Name: _____

Dates: _____

_____

Thank you for supporting the Fairview Cemetery Memorial Tree Program.

FAIRVIEW CEMETERY

Memorial Tree Program



BASTROPTX
Heart of the Lost Pines / Est. 1832

www.cityofbastrop.org



Chinquapin Oak



Texas Mountain Laurel



Lacey Oak



Monterrey Oak



Mexican Plum

To ensure a higher survival rate, your tree will be planted between October and April. Specific locations have been identified for the planting of trees and you may choose from one of the designated locations. The newly planted tree will be cared for by city staff for 2 years. If the tree dies within that time, it will be replaced by another tree at no additional cost.

Approved trees for the Fairview Cemetery Memorial Tree Program are listed and pictured here.

Chinquapin Oak
Texas Mountain Laurel
Lacey Oak
Monterrey Oak
Mexican Plum
Cedar Elm
Texas or Mexican Redbud
Crepe Myrtle
Pecan

Your donation of $650 will cover the cost of one 30 gallon tree, a 4”X8” plaque, as well as care and maintenance while the tree becomes established.



Cedar Elm



Texas or Mexican Redbud



Crepe Myrtle



Pecan

STAFF REPORT

MEETING DATE: September 24, 2019 **AGENDA ITEM**: 8F

TITLE:
Consider action to approve Resolution No. R-2019-98 of the City Council of the City of Bastrop, Texas supporting the Baron de Bastrop Chapter of The Daughters of the Republic of Texas to pursue funding for the Stephen F. Austin and The Baron de Bastrop sculptures to be created by Clint Howard, owner of Deep in the Heart Art Foundry with no matching funds from the City of Bastrop; providing for a severability and repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:
Colin Guerra, Chief Storyteller and Artist in Residence
James K. Altgelt, Assistant City Manager of Public Safety & Community Support

BACKGROUND/HISTORY:
On May 2, 2018, the Baron de Bastrop Chapter of The Daughters of the Republic of Texas initially proposed to the Bastrop Art in Public Places Board (BAIPP) regarding the commissioning of a sculpture depicting Stephen F. Austin and The Baron de Bastrop. The proposed large sculptures were designed by Clint Howard, owner of Deep in the Heart Art Foundry, and would be cast in bronze at his foundry.

The Baron de Bastrop Chapter of The Daughters of the Republic of Texas would raise the funds and manage the project through completion. Once completed, The Daughters of the Republic of Texas would bestow the sculptures to the City of Bastrop, who would assume ownership and the obligation to insure, clean, and maintain the pieces.

From May 2018 through October 2018, the Baron de Bastrop Chapter of The Daughters of the Republic of Texas attended multiple BAIPP and provided updates regarding their progress in conceptual ozone and designing the project. At the November 7, 2018 BAIPP, the Baron de Bastrop Chapter of The Daughters of the Republic of Texas brought a miniature rendering of the sculptures. Over the course of these meetings, the location of the sculptures was considered and discussed. At the March 6, 2019 BAIPP Regular Meeting, the Board voted to recommend approval of the project to the City Council.

On April 23, 2019, the City Council approved Resolution No. R-2019-40 supporting the project and would accept the sculptures when they were completed. The City agreed to display the sculptures in an easily accessible and high traffic area. If, in the event the City was no longer able to or desired to maintain the sculptures, the Baron de Bastrop Chapter of The Daughters of the Republic of Texas would reserve the first right of refusal. In the event the Baron de Bastrop Chapter of The Daughters of the Republic of Texas did not accept the sculptures; the City would reserve the right to dispose of the sculptures in any manner deemed appropriate. The Daughters of the Republic of Texas will provide a contract outlining these details to be reviewed by the City Attorney.

After receiving Resolution No. R-2019-40, the Baron de Bastrop Chapter of The Daughters of the Republic of Texas proceeded with the project. ***The Chapter later learned that the resolution did not contain the proper language. Specifically, all references to "The Daughters of the Republic of Texas" needed to be changed to "the Baron de Bastrop Chapter of The Daughters of the Republic of Texas". This new resolution contains the proper language so that the project can continue to move forward.***

POLICY EXPLANATION:
N/A

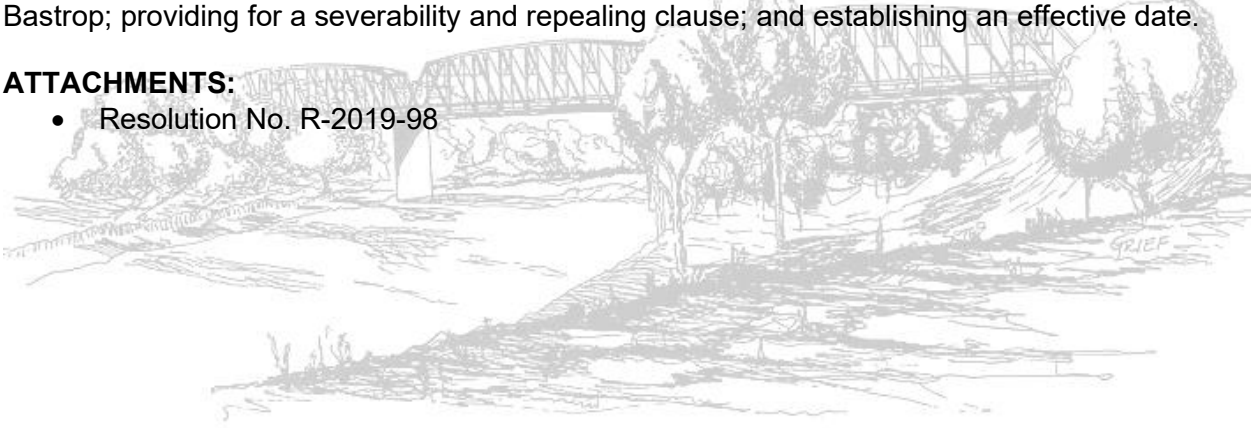
FUNDING SOURCE:
This project would be a donation and has no adverse impact to the City's budget.

RECOMMENDATION:

Consider action to approve Resolution No. R-2019-98 of the City Council of the City of Bastrop, Texas supporting the Baron de Bastrop Chapter of The Daughters of the Republic of Texas to pursue funding for the Stephen F. Austin and The Baron de Bastrop sculptures to be created by Clint Howard, owner of Deep in the Heart Art Foundry with no matching funds from the City of Bastrop; providing for a severability and repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution No. R-2019-98



RESOLUTION NO. R-2019-98

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS SUPPORTING THE BARON DE BASTROP CHAPTER OF THE DAUGHTERS OF THE REPUBLIC OF TEXAS TO PURSUE FUNDING FOR THE STEPHEN F. AUSTIN AND THE BARON DE BASTROP SCULPTURES TO BE CREATED BY CLINT HOWARD, OWNER OF DEEP IN THE HEART ART FOUNDRY WITH NO MATCHING FUNDS FROM THE CITY OF BASTROP; PROVIDING FOR A SEVERABILITY AND REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Bastrop Arts in Public Places Board assists the Bastrop City Council in the selection, display, and maintenance of art in the City of Bastrop and acquires works of art by purchase, loan, or donation for public enjoyment; and

WHEREAS, The Baron de Bastrop Chapter of The Daughters of the Republic of Texas approached the Bastrop Art in Public Places Board and offered to secure funding for bronze sculptures depicting Stephen F. Austin and The Baron de Bastrop created by Clint Howard, owner of Deep in the Heart Art Foundry, at no cost to the City of Bastrop; and

WHEREAS, the City of Bastrop supports the Baron de Bastrop Chapter of The Daughters of the Republic of Texas pursuit of funds for the sculpture project; and

WHEREAS, the City of Bastrop agrees to accept ownership of the sculptures, which includes providing insurance, cleaning, and maintenance for the sculptures; and

WHEREAS, the City of Bastrop will display the sculptures in an easily accessible and high traffic area; and

WHEREAS, the City of Bastrop agrees to return the sculptures to the Baron de Bastrop Chapter of The Daughters of the Republic of Texas in the event the City of Bastrop was no longer interested or able to maintain the sculptures;

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

Section 1. The City Council of the City of Bastrop supports the Baron de Bastrop Chapter of The Daughters of the Republic of Texas pursuing funding for the Stephen F. Austin and The Baron de Bastrop sculptures to be created by Clint Howard, owner of Deep in the Heart Art Foundry.

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

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

Section 4: 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 24th day of September 2019.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

STAFF REPORT

MEETING DATE: September 24, 2019 **AGENDA ITEM**: 8G

TITLE:
Consider action to approve Resolution No. R-2019-94 of the City Council of the City of Bastrop, Texas awarding a community support service agreement to the Bastrop County Historical Society for services associated with operating, marketing and providing museum and visitor center services, at a cost of One Hundred and Sixty-Nine Thousand and One-Hundred and Twenty-Four and 00/100 dollars ($169,124) attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the contract; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:
Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:
The City has been supporting the Bastrop County Historical Society through Hotel Occupancy Tax since 2003 and the Old Town Visitor Center since 2006. The organization has increased their programming over the last several years and is a draw for tourists in our community.

The organization presented to Council at the August 13, 2019 meeting their funding request for FY 2020.

POLICY EXPLANATION:
With the creation of Visit Bastrop, the establishment of the City's Hospitality & Downtown Department, and the ongoing development of our Cultural Arts Master Plan; we are now uniquely positioned to leverage and work in tandem towards our community goals related to tourism. We hope to continue to effectively market and promote the Bastrop County Historical Society as part of the overall Bastrop visitor experience. The FY 2020 Community Support Service Agreement outlines specific deliverables and reflects the services that the organization stated would be provided as part of their funding request.

FUNDING SOURCE:
FY 2020 Hotel Occupancy Tax Fund

RECOMMENDATION:
Consider action to approve Resolution No. R-2019-94 of the City Council of the City of Bastrop, Texas awarding a community support service agreement to the Bastrop County Historical Society for services associated with operating, marketing and providing museum and visitor center services, at a cost of One Hundred and Sixty-Nine Thousand and One-Hundred and Twenty-Four and 00/100 dollars ($169,124) attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the contract; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution No-2019-94
- DRAFT - Community Service Support Agreement



RESOLUTION NO. R-2019-94

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AWARDING A COMMUNITY SUPPORT SERVICE AGREEMENT TO THE BASTROP COUNTY HISTORICAL SOCIETY FOR SERVICES ASSOCIATED WITH OPERATING, MARKETING, AND PROVIDING MUSEUM AND VISITOR CENTER SERVICES AT A COST OF ONE HUNDRED AND SIXTY-NINE THOUSAND AND ONE HUNDRED AND TWENTY-FOUR AND 00/100 DOLLARS ($169,124), AS ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS FOR THE AGREEMENT; PROVIDING FOR A REPEALING CLAUSE AND ESTABLISHING AN EFFECTIVE DATE.

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

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

WHEREAS, The City Council recognizes the Bastrop County Historical Society as the safe-keeper and storyteller of our authentic historic past; and

WHEREAS, The City Council recognizes the Bastrop County Historical Society's staff, volunteers and board members are best equipped to serve as the official visitor information providers and downtown welcome experience experts for all our visitors; and

WHEREAS, Chapter 351 of the Tax Code provides the requirements on how HOT funds may be spent; and

WHEREAS, The City of Bastrop has been working to leverage HOT funds to attract tourism and strengthen our sales tax base by maximizing our return on investment; and

WHEREAS, The Comprehensive Plan 2036 places emphasis on enhancing the visitor experience; and

WHEREAS, The Comprehensive plan also states that Bastrop's continued emphasis on cultural arts, historic preservation and tourism development through coordinated policies will lead to hundreds of millions in economic activity for the region; and

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

SECTION 1. That the City Manager is hereby authorized to execute a community support service agreement associated with services associated with operating, marketing and staffing a historical museum and visitor center and providing visitor center services to the Bastrop County Historical Society, at a cost of One Hundred and Sixty-Nine Thousand and One Hundred and Twenty-Four and 00/100 dollars ($169,124) attached as Exhibit A.

SECTION 2. That the City Council of the City of Bastrop has found the Bastrop County Historical Society as the leading provider of visitor services, visitor center operations, and historical documentation and storytelling of our authentic past.

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

SECTION 4. That this resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY RESOLVED AND APPROVED by the City Council of the City of Bastrop this 24th day of September, 2019.

CITY OF BASTROP, TEXAS

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

COMMUNITY SERVICES FUNDING AGREEMENT

FY 2019 - 2020

This Community Services Grant Funding Agreement ("Agreement") is made by and between the **City of Bastrop, Texas,** a Texas home-rule municipal corporation, ("City"), and **Bastrop County Historical Society**, a Texas non-profit corporation ("Organization"). The City and Organization are also referred to collectively in this Agreement as the "Parties" and singularly as a "Party." The Parties intend that this Agreement will supersede and replace all previously adopted and finalized Agreements in their entirety, if any.

NOW, IN CONSIDERATION of the mutual covenants to be performed by the Parties and other valuable consideration hereby acknowledged, therefore, be it mutually agreed as follows:

1. SCOPE OF SERVICES

A. Proposed & Modified Services Plan. Organization shall utilize the grant funds conveyed herein to provide services to the Bastrop community in accordance with the proposal attached as *Exhibit "A",* which has been accepted by the City, and as may have been modified in accordance with *Exhibit* "B".

B. Staffing. Organization shall use its best efforts to secure sufficient numbers of employees and volunteers to accomplish the responsibilities set forth in this Agreement. Organization shall further provide such office space, equipment, supplies and other materials as may be necessary to accomplish the purposes of this Agreement. Organization acknowledges that no personnel engaged by the Organization shall be construed as agents, employees or officers of the City.

C. Nondiscrimination: Organization shall provide services under this Agreement free of discrimination or retaliation due to a person's race, ethnicity, nationality, religion, gender, gender identity, sexual orientation, religion, parental status, or marital status. Any restrictions on services based on age, physical ability or mental ability shall be directly relevant to legitimate safety concerns in accordance with written Organization policies and procedures.

2. FUNDING

A. Amount. The City shall provide to Organization grant funds in an amount up to a sum not to exceed One Hundred Sixty-Nine Thousand One Hundred and Twenty-Four and 00/100 dollars ($169,124.00).

8. Disbursals. The City shall remit payment to the Organization of the grant funds due quarterly as an installment.

3. ACCOUNTABILITY

A. Funding Source Identification. Organization shall prominently include the City of Bastrop all educational and marketing materials promoting services covered by this Agreement, including (but not limited to) print items, internet posts, and social media. Such materials will also include the line, "Funding for this program was made possible through a grant from the City of Bastrop."

8. Written Reports. Organization shall submit to the City Manager written reports on a quarterly basis describing the status of the services provided under this Agreement. Quarterly reports shall be submitted during the months of January, April, July, and October. Reports shall be public records. The first three reports shall be progress reports, and the fourth report shall be an annual summary. The reports shall include (but are not limited to) the following information:

(1) Services: a description of the services provided during the preceding quarter; and

(2) Financial Statement: a financial statement for the reporting period that indicates how the Organization expended grant funds; and

(3) Promotions: copies of promotional materials distributed.

C. Oral Reports. Organization shall attend a regular meeting of the City Council on a quarterly basis to make a public presentation on the services provided under this Agreement. Attendance shall be scheduled in advance with the City's designated staff contact person. Organization shall submit presentation materials (i.e., visual aids) to the City's designated staff contact person at least 96 hours prior to the meeting.

D. Oversight of Expenditures. Organization shall exercise all reasonable, prudent and diligent efforts to ensure the proper and legal oversight, use, and expenditure of the grant funds conveyed under this Agreement. Organization's failure to use the funds in the manner approved by this Agreement shall void and negate the City's obligation to make any further payments to the Organization under the Agreement.

E. Comingling. Organization shall properly segregate grant funds and shall not comingle grant funds with other financial assets of the Organization.

F. Accounting Practices. Organization shall utilize generally accepted bookkeeping and standard accounting practices to maintain complete and accurate financial records of all expenditures of grant funds. Upon the City's request, the Organization shall promptly make the records available for inspection and review at any time during the term of this Agreement.

G. Audit. Organization shall have its records and accounts audited annually and shall prepare an annual financial statement based on the audit. Audits and financial statements shall be prepared by a certified public accountant (CPA) who is licensed in Texas or a public accountant who holds a permit to practice from the Texas State Board of Public Accountancy. Audits and financial statements shall be available to the City upon request, and shall be public records

H. Records Retention. All reports and records related to grant funds shall be maintained by the Organization and available to the City for a period of at least 3 years of the Effective Date. If there is any dispute regarding these reports or records, the retention period shall be extended in accordance with the City's instructions. To the extent Organization's records regarding services provided under this Agreement are subject to the Texas Public Information Act, Organization agrees to cooperate with any open records requests.

I. Hotel Occupancy Tax Policy. Hotel Occupancy Taxes. Organization shall comply with the requirements in Chapter 351 of the Texas Tax Code in the use of hotel occupancy taxes.

4. GENERAL PROVISIONS

A. Duration. This Agreement shall be in effect for fiscal year 2019-2020, which commences October 1st and ends September 30th / a term of 1 year (365 days), unless earlier terminated as provided herein.

B. Suspension of Payments.

(1) Misappropriation. Organization's failure to use the funds in the manner approved by this Agreement, as specified in Exhibit "A", shall be grounds for the City to suspend the remittance of further payments to the Organization under the Agreement.

(2) Comingling. Organization's failure to properly segregate grant funds shall be grounds for the City to suspend the remittance of further payments to the Organization under the Agreement.

(3) **Records.** Organization's failure to provide the City with copies of financial records mandated under this Agreement shall be grounds for the City to suspend the remittance of further payments to the Organization under the Agreement.

(4) **Reports.** Organization's failure to timely submit reports mandated under this Agreement shall be grounds for the City to suspend the remittance of further payments to the Organization under the Agreement.

(5) **Notice.** Notice of suspension shall be sent by the City to the Organization with an explanation and opportunity for the Organization to cure the infraction within 30 days.

(6) **Breach.** Failure to remedy the infraction within 30 days shall be grounds for the City to declare the Organization in breach and terminate this Agreement as provided herein.

C. **Termination.** In the event the Organization fails to abide by any of the terms of this Agreement, the City may terminate the Agreement and any obligations of the City hereunder, as set forth herein, with absolutely no penalty or claim against the City by the Organization. Notice of termination shall negate the City's obligation to remit a scheduled payment (if any). Upon termination for failure to cure the misappropriation of grant funds, Organization is obligated to reimburse the City for all funds misappropriated by the Organization in violation of this Agreement.

D. **Ineligibility for Future Funding.** Organization's failure to remedy the infraction upon receipt of notice this Agreement may render the Organization ineligible for future funding by the City.

E. **Good Standing.** The Organization hereby represents that it is in good standing with the Texas Secretary of State and has no City, County, State, or Federal debts or liens charged against it. Organization shall notify the City of any change in such status within 30 days of Organization's receipt of notification.

F. **Future Appropriations.** Any future grants by the City are conditioned on appropriations by the City Council. The Parties acknowledge that nothing related to this Agreement or the City's stated desire to support the Organization (generally), at the time of execution of this Agreement, may be inferred to indicate that the City will provide any funds in the future. The Organization acknowledges that funding by the City shall be decided on a fiscal year basis and will be determined by the City Council based upon its evaluation of the City's budget and considering all fiscal needs confronting the City, including needs related to the proposed community services.

G. **Notices.** Any notice necessary or appropriate relative to this Agreement shall be effective when deposited in the United States mail, either certified and/or registered

mail, postage prepaid and addressed as provided herein. Notices to the City shall be sent to the City's designated staff contact person:

City of Bastrop
Attn: City Manager
P.O. Box 427
Bastrop, Texas 78602

Notices to the Organization shall be sent in accordance with *Exhibit* "C".

H. Assignment. No part of this Agreement may be assigned or delegated without the prior written consent of the other Party, and any attempted assignment of benefits or rights or delegation of duties or obligations shall constitute breach of this Agreement.

I. Governing Law & Venue. This Agreement shall be subject to the laws of the State of Texas and the City of Bastrop, Texas. Venue for any disputes arising under this Agreement shall rest solely in Bastrop County.

J. Indemnity. Organization agrees to and shall indemnify and hold harmless and defend the City of Bastrop, Texas, its officers, agents, representatives, consultants, and employees from any and all claims, losses, causes of action and damages, suits, and liability for the gross negligence and willful misconduct of Organization, including all expenses of litigation, court costs, and attorney fees, for injury to or death of any person, or from damage to any property, arising from or in connection with the operations of Organization, or its officers, agents and employees, carried out in furtherance of this Agreement.

K. Insurance. The Organization shall maintain a comprehensive general liability insurance policy for its operations. The policy shall name City as an additional insured. The Organization shall also maintain insurance on the Organization's personal property, in an amount determined sufficient by the Organization. The Organization shall deliver copies of the insurance policies specified hereunder to the City within 30 days of the Effective Date.

L. Inclusiveness: This document represents the entire understanding between the Parties. This Agreement may only be amended in writing with the mutual consent of the Parties.

M. Severability: If any sentence, clause or portion of this Agreement is deemed unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

N. Effective Date. The City and the Organization make and execute this Agreement to be effective upon the 1st day of October 2019.

IN WITNESS, WHEREOF:

CITY:

by: _____

Lynda Humble, City Manager

City of Bastrop

Date of Execution: _____

ORGANIZATION:

by: _____

Executive Director

Bastrop County Historical Society

Date of Execution: _____

ATTEST:

by: _____

Ann Franklin, City Secretary

City of Bastrop

Exhibit "A"

BCHS Visitor Center
Budget FY 2020
Board Approved 5/16/2019

Expenses:	
Dedicated Visitor Center Facility	
Administration & Office	
Computer Equipment & Software	$1,800.00
Computer Maintenance & Repair	$1,200.00
Insurance	$4,000.00
Office Supplies	$700.00
Telephone	$1,000.00
Printing	$800.00
Postage	$1,050.00
Building Operations (50%)	
Building Maintenance (Includes Elevator & AC)	$3,000.00
Housekeeping	$3,000.00
Janitorial Supplies	$300.00
Utilities	$7,000.00
Payroll & Payroll Taxes (See attachment)	80,656.00
Special Events	
Housekeeping/Janitorial Service	$600.00
Payroll & Payroll Taxes	$1,625.00
Subtotal	**106,731.00**
Marketing & Promotion Total	$3,021.00
Total	**$109,752.00**

Attachment - Visitor Center Payroll Detail

VC Manager	$32,400.00
VC Associate (24 hrs)	$16,176.00
Director (50%) with 50% of Healthcare Stipend	$32,080.00
Total	**$80,656.00**

BCHS Museum

Support Fund Budget FY 2020

Income from Community Services Funds		**$59,372.00**
Allotment for Preservation & Promotion		**$34,928.00**
Archival Equipment	$720.00	
Archival Supplies	$1,060.00	
Exhibits (Temporary & Traveling)	$5,000.00	
Permanent Exhibit Maintenance	$2,000.00	
Guest Speakers	$500.00	
Continuing Visitor Communication	$3,000.00	
Payroll & Taxes	$21,348.00	
Postage	$600.00	
Signage	$200.00	
Website	$500.00	
	$34,928.00	
Allotment for Tours & Rendezvous Public Gala		**$10,344.00**
(Homes Tour/Tour Expenses		
Advertising Home Tour	$1,200.00	
Gift for Homeowners on Tour	$600.00	
Home Tour Printing	$900.00	
Payroll & Taxes	$5,544.00	
Postage	$300.00	
Refreshments for VC Day of Tour	$50.00	
Rendezvous	$1,500.00	
Sponsor Board	$250.00	
	$10,344.00	
Tour (Step-on bus, walking, docent led museum) Program Implementation		**$14,100.00**
Coordinator	$10,100.00	
Training Materials & other supplies	$1,500.00	
Recruitment & Training	$2,500.00	
Payroll & Taxes	$14,100.00	

Preservation Budget Detail

Archival Equipment

Laptop	$450.00
Printer Cartridges	$100.00
Envelopes, Packing Tape, Binders	$100.00
Document Repair Tape	$70.00
	$720.00

Archival Supplies

Storage Materials

Hanging File Frames	$250.00
Hanging File Folders – Expansion Folders	$85.00
Archival File Folders	$60.00
Archival Photo Sleeves 8 ½ x 10	$50.00
Archival Photo Sleeves 5 x 7	$30.00
Archival Boxes	$385.00
Shipping Estimate	$200.00
	$1,060.00

Preservation & Promotion Payroll Detail

Archivist (12 Months – Part time)	$14,328.00
Director (12 Months – I/8 time)	$7,020.00
Payroll & Taxes	$21,348.00

Tours Budget Detail

Payroll & Taxes

Office Manager – 3 Months	$3,789.00
I/8 Director – 3 Months	$1,755.00
	$5,544.00

Exhibit "B"

CITY'S MODIFIED SERVICES PLAN

Present 9-12 months' worth of programs annually (January- December) designed to appeal to tourists and attract overnight visitation to City Council.

All art work, images and details regarding the individual programs such as "performances," "classes," or "exhibits" for the contract period including ticket prices and purchasing methods must have specific program details received by Visit Bastrop through their online CRM system no later than 90 days in advance, preferably 120 days in advance.

Maintain an active social media and online digital presence.

Develop an Annual Marketing and or strategic plan that addresses identifying additional funding sources for sustainability

Develop and present an annual operating budget to the City

Participate in the Bastrop Information Guide Program

In partnership with Visit Bastrop, develop a visitor intercept survey to include data such as: where the visitor is from, demographic data, social-economic data, how they discovered Bastrop (advertising, social media, word-of-mouth), lodging information, length of stay, size of party, primary attractor, intent to return.

Collect and maintain monthly year-over-year traffic counts and primary market origin data from visitors.

Participate in customer service, destination, board development and/or Hotel Occupancy Tax Training as provided by the City or Visit Bastrop.

Develop and maintain a building rental program and policies allowing opportunities for additional revenue streams and access to the facility to outside users.

Actively participate in the Cultural Arts Master Plan development and implementation process that is yet to be identified.

Follow all applicable local, state and federal laws related to building improvements and expenditures of HOT.

Allow training for volunteers and staff by Visit Bastrop to enhance the visitor experience

Participate in board training opportunities provide by the Downtown & Hospitality Department designed to strengthen your organization.

Provide volunteer assistance for goodie bag stuffing and distribution to meeting attendees.

Remain open fordowntown special events Provide Step on Guide Services

Assist Visit Bastrop and the Downtown & Hospitality Department with distribution and possible creation of visitor information to be distributed at the Visitor's Center. All materials must contain the City of Bastrop logo.

Work with Visit Bastrop and Explore Bastrop County to create "programming" that would be available for groups and conventions.

8.1.3 of the COMP Plan: Create a visitor's feedback survey with the assistance of Visit Bastrop to better understand the demand for other tourism activities

8.1.3 of the COMP Plan: Increase the number of digital and interactive exhibits and consider offering virtual tours online.

8.1.3 of the COMP Plan. Use interactive media displays that allow people to choose how they interact with the Museum & Visitor Center

8.1.3 of the COMP Plan: Increase social media by posting content online at regular and predictable intervals.

Offer free downtown walking tours on a regular basis. I.E. Every Saturday morning during Preservation Month to better tell the Bastrop story to residents and tourists

Spearhead efforts to develop building markers that tell the story of the historic properties in the downtown district.

Continue to assist with the data population of Downtown, TX

Provide an annual calendar of events for exhibits, openings, speakers etc. to the Hospitality and Downtown Department and Visit Bastrop January 1st of each year.

***Exhibit* "C"**

NOTICE TO ORGANIZATION

Notices required under the terms of this Agreement shall be sent to the Organization as follows:

Bastrop County Historical Society
Attn: Kaye Sapikas
904 Main Street
Bastrop, Texas 78602

STAFF REPORT

MEETING DATE: September 24, 2019 **AGENDA ITEM**: 8H

TITLE:
Consider action to approve Resolution No. R-2019-93 of the City Council of the City of Bastrop, Texas awarding a Community Support Service Agreement to the Bastrop Opera House for services associated with operating, marketing, and providing cultural art and theater services at a cost of One Hundred and Twenty-Six Thousand and 00/100 Dollars ($126,000), attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the contract; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:
Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:
The City has been supporting the Bastrop Opera House through Hotel Occupancy Tax since 2003. The Opera House has increased their programming over the last several years and is a draw for tourists in our community.

The organization presented to Council at the August 13, 2019 meeting their funding request for FY 2020.

POLICY EXPLANATION:
With the creation of Visit Bastrop, the establishment of the City's Hospitality & Downtown Department, and the ongoing development of our Cultural Arts Master Plan; we are now uniquely positioned to leverage and work in tandem towards our community goals related to tourism. We hope to continue to effectively market and promote the Bastrop Opera House as part of the overall Bastrop visitor experience. The FY 2020 Community Support Service Agreement outlines specific deliverables and reflects the services that the Bastrop Opera House stated would be provided as part of their funding request.

FUNDING SOURCE:
FY 2020 Hotel Occupancy Tax Fund

RECOMMENDATION:
Consider action to approve Resolution No. R-2019-93 of the City Council of the City of Bastrop, Texas awarding a Community Support Service Agreement to the Bastrop Opera House for services associated with operating, marketing, and providing cultural art and theater services at a cost of One Hundred and Twenty-Six Thousand and 00/100 Dollars ($126,000), attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the contract; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:
- Resolution No-2019-93
- DRAFT Community Service Support Agreement

RESOLUTION NO. R-2019-93

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AWARDING A COMMUNITY SUPPORT SERVICE AGREEMENT TO THE BASTROP OPERA HOUSE FOR SERVICES ASSOCIATED WITH OPERATING, MARKETING, AND PROVIDING CULTURAL ART AND THEATER SERVICES AT A COST OF ONE HUNDRED AND TWENTY-SIX THOUSAND AND 00/100 DOLLARS ($126,000) ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS FOR THE AGREEMENT; PROVIDING FOR A REPEALING CLAUSE AND ESTABLISHING AN EFFECTIVE DATE.

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

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

WHEREAS, The City Council realizes the importance of preserving the Bastrop Opera House and providing theatrical entertainment and education to the Citizens of Bastrop, Texas and our out of town visitors; and

WHEREAS, Chapter 351 of the Tax Code provides the requirements on how HOT funds may be spent; and

WHEREAS, The City of Bastrop has been working to leverage HOT funds to attract tourism and strengthen our sales tax base by maximizing our return on investment; and

WHEREAS, The Bastrop Opera House is an integral part of the cultural arts fabric and has been brought together under the strategic goals and vision of the City Council of the City of Bastrop and the citizens Comprehensive Plan 2036; and

WHEREAS, The Comprehensive Plan also states that Bastrop's continued emphasis on cultural arts and tourism development through coordinated policies will lead to hundreds of millions in economic activity for the region.

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

SECTION 1. That the City Manager is hereby authorized to execute a community support service agreement to the Bastrop Opera House associated with services associated with operating, marketing and providing cultural art and theater services at a cost of One Hundred and Twenty-Six Thousand and 00/100 dollars ($126,000) attached as Exhibit A.

SECTION 2. That the City Council of the City of Bastrop has found the Bastrop Opera House staff, volunteers and board of directors, to be subject matter experts in the field of providing theatrical performances and educational activities to visitors and residents since 1892.

SECTION 3. All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such

conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 4. That this resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY RESOLVED AND APPROVED by the City Council of the City of Bastrop this 24th day of September 2019.

CITY OF BASTROP, TEXAS

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

COMMUNITY SERVICES FUNDING AGREEMENT

FY 2019 - 2020

This Community Services Grant Funding Agreement ("Agreement") is made by and between the **City of Bastrop, Texas,** a Texas home-rule municipal corporation, ("City"), and **Bastrop Opera House**, a Texas non-profit corporation ("Organization"). The City and Organization are also referred to collectively in this Agreement as the "Parties" and singularly as a "Party." The Parties intend that this Agreement will supersede and replace all previously adopted and finalized Agreements in their entirety, if any.

NOW, IN CONSIDERATION of the mutual covenants to be performed by the Parties and other valuable consideration hereby acknowledged, therefore, be it mutually agreed as follows:

1. SCOPE OF SERVICES

A. Proposed & Modified Services Plan. Organization shall utilize the grant funds conveyed herein to provide services to the Bastrop community in accordance with the proposal attached as *Exhibit "A",* which has been accepted by the City, and as may have been modified in accordance with *Exhibit* "B".

B. Staffing. Organization shall use its best efforts to secure sufficient numbers of employees and volunteers to accomplish the responsibilities set forth in this Agreement. Organization shall further provide such office space, equipment, supplies and other materials as may be necessary to accomplish the purposes of this Agreement. Organization acknowledges that no personnel engaged by the Organization shall be construed as agents, employees or officers of the City.

C. Nondiscrimination: Organization shall provide services under this Agreement free of discrimination or retaliation due to a person's race, ethnicity, nationality, religion, gender, gender identity, sexual orientation, religion, parental status, or marital status. Any restrictions on services based on age, physical ability or mental ability shall be directly relevant to legitimate safety concerns in accordance with written Organization policies and procedures.

2. FUNDING

A. Amount. The City shall provide to Organization grant funds in an amount up to a sum not to exceed One Hundred Twenty-Six Thousand and 00/100 Dollars ($126,000.00).

8. Disbursals. The City shall remit payment to the Organization of the grant funds due at execution of this agreement.

3. ACCOUNTABILITY

A. Funding Source Identification. Organization shall prominently include the City of Bastrop all educational and marketing materials promoting services covered by this Agreement, including (but not limited to) print items, internet posts, and social media. Such materials will also include the line, "Funding for this program was made possible through a grant from the City of Bastrop."

8. Written Reports. Organization shall submit to the City Manager written reports on a quarterly basis describing the status of the services provided under this Agreement. Quarterly reports shall be submitted during the months of January, April, July, and October. Reports shall be public records. The first three reports shall be progress reports, and the fourth report shall be an annual summary. The reports shall include (but are not limited to) the following information:

(1) Services: a description of the services provided during the preceding quarter; and

(2) Financial Statement: a financial statement for the reporting period that indicates how the Organization expended grant funds; and

(3) Promotions: copies of promotional materials distributed.

C. Oral Reports. Organization shall attend a regular meeting of the City Council on a quarterly basis to make a public presentation on the services provided under this Agreement. Attendance shall be scheduled in advance with the City's designated staff contact person. Organization shall submit presentation materials (i.e., visual aids) to the City's designated staff contact person at least 96 hours prior to the meeting.

D. Oversight of Expenditures. Organization shall exercise all reasonable, prudent and diligent efforts to ensure the proper and legal oversight, use, and expenditure of the grant funds conveyed under this Agreement. Organization's failure to use the funds in the manner approved by this Agreement shall void and negate the City's obligation to make any further payments to the Organization under the Agreement.

E. Comingling. Organization shall properly segregate grant funds and shall not comingle grant funds with other financial assets of the Organization.

F. Accounting Practices. Organization shall utilize generally accepted bookkeeping and standard accounting practices to maintain complete and accurate financial records of all expenditures of grant funds. Upon the City's request, the Organization shall promptly make the records available for inspection and review at any time during the term of this Agreement.

G. Audit. Organization shall have its records and accounts audited annually and shall prepare an annual financial statement based on the audit. Audits and financial statements shall be prepared by a certified public accountant (CPA) who is licensed in Texas or a public accountant who holds a permit to practice from the Texas State Board of Public Accountancy. Audits and financial statements shall be available to the City upon request, and shall be public records

H. Records Retention. All reports and records related to grant funds shall be maintained by the Organization and available to the City for a period of at least 3 years of the Effective Date. If there is any dispute regarding these reports or records, the retention period shall be extended in accordance with the City's instructions. To the extent Organization's records regarding services provided under this Agreement are subject to the Texas Public Information Act, Organization agrees to cooperate with any open records requests.

I. Hotel Occupancy Tax Policy. Hotel Occupancy Taxes. Organization shall comply with the requirements in Chapter 351 of the Texas Tax Code in the use of hotel occupancy taxes.

4. GENERAL PROVISIONS

A. Duration. This Agreement shall be in effect for fiscal year 2019-2020, which commences October 1st and ends September 30th / a term of 1 year (365 days), unless earlier terminated as provided herein.

B. Suspension of Payments.

(1) Misappropriation. Organization's failure to use the funds in the manner approved by this Agreement, as specified in Exhibit "A", shall be grounds for the City to suspend the remittance of further payments to the Organization under the Agreement.

(2) Comingling. Organization's failure to properly segregate grant funds shall be grounds for the City to suspend the remittance of further payments to the Organization under the Agreement.

(3) **Records.** Organization's failure to provide the City with copies of financial records mandated under this Agreement shall be grounds for the City to suspend the remittance of further payments to the Organization under the Agreement.

(4) **Reports.** Organization's failure to timely submit reports mandated under this Agreement shall be grounds for the City to suspend the remittance of further payments to the Organization under the Agreement.

(5) **Notice.** Notice of suspension shall be sent by the City to the Organization with an explanation and opportunity for the Organization to cure the infraction within 30 days.

(6) **Breach.** Failure to remedy the infraction within 30 days shall be grounds for the City to declare the Organization in breach and terminate this Agreement as provided herein.

C. **Termination.** In the event the Organization fails to abide by any of the terms of this Agreement, the City may terminate the Agreement and any obligations of the City hereunder, as set forth herein, with absolutely no penalty or claim against the City by the Organization. Notice of termination shall negate the City's obligation to remit a scheduled payment (if any). Upon termination for failure to cure the misappropriation of grant funds, Organization is obligated to reimburse the City for all funds misappropriated by the Organization in violation of this Agreement.

D. **Ineligibility for Future Funding.** Organization's failure to remedy the infraction upon receipt of notice this Agreement may render the Organization ineligible for future funding by the City.

E. **Good Standing.** The Organization hereby represents that it is in good standing with the Texas Secretary of State and has no City, County, State, or Federal debts or liens charged against it. Organization shall notify the City of any change in such status within 30 days of Organization's receipt of notification.

F. **Future Appropriations.** Any future grants by the City are conditioned on appropriations by the City Council. The Parties acknowledge that nothing related to this Agreement or the City's stated desire to support the Organization (generally), at the time of execution of this Agreement, may be inferred to indicate that the City will provide any funds in the future. The Organization acknowledges that funding by the City shall be decided on a fiscal year basis and will be determined by the City Council based upon its evaluation of the City's budget and considering all fiscal needs confronting the City, including needs related to the proposed community services.

G. **Notices.** Any notice necessary or appropriate relative to this Agreement shall be effective when deposited in the United States mail, either certified and/or registered

mail, postage prepaid and addressed as provided herein. Notices to the City shall be sent to the City's designated staff contact person:

City of Bastrop
Attn: City Manager
P.O. Box 427
Bastrop, Texas 78602

Notices to the Organization shall be sent in accordance with *Exhibit* "C".

H. Assignment. No part of this Agreement may be assigned or delegated without the prior written consent of the other Party, and any attempted assignment of benefits or rights or delegation of duties or obligations shall constitute breach of this Agreement.

I. Governing Law & Venue. This Agreement shall be subject to the laws of the State of Texas and the City of Bastrop, Texas. Venue for any disputes arising under this Agreement shall rest solely in Bastrop County.

J. Indemnity. Organization agrees to and shall indemnify and hold harmless and defend the City of Bastrop, Texas, its officers, agents, representatives, consultants, and employees from any and all claims, losses, causes of action and damages, suits, and liability for the gross negligence and willful misconduct of Organization, including all expenses of litigation, court costs, and attorney fees, for injury to or death of any person, or from damage to any property, arising from or in connection with the operations of Organization, or its officers, agents and employees, carried out in furtherance of this Agreement.

K. Insurance. The Organization shall maintain a comprehensive general liability insurance policy for its operations. The policy shall name City as an additional insured. The Organization shall also maintain insurance on the Organization's personal property, in an amount determined sufficient by the Organization. The Organization shall deliver copies of the insurance policies specified hereunder to the City within 30 days of the Effective Date.

L. Inclusiveness: This document represents the entire understanding between the Parties. This Agreement may only be amended in writing with the mutual consent of the Parties.

M. Severability: If any sentence, clause or portion of this Agreement is deemed unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

N. Effective Date. The City and the Organization make and execute this Agreement to be effective upon the 1st day of October, 2019.

IN WITNESS, WHEREOF:

CITY:

by: _____
Lynda Humble, City Manager
City of Bastrop
Date of Execution: _____

ORGANIZATION:

by: _____
Executive Director
Bastrop Opera House
Date of Execution: _____

ATTEST:

by: _____
Ann Franklin, City Secretary
City of Bastrop

Exhibit "A"

Bastrop Opera House 2019-2020 Funds Request
Funds for the 2019-2020 season will be used for:

- Production expenses
- Promoting/Marketing
- Production Equipment
- Performing Arts Academy

Funds will be used in promoting the art of theatre and encouraging attendance at events for out of town visitors' thereby directly growing and advancing cultural tourism and the hotel industry.

The Bastrop community will continue to benefit from the Opera House by having high quality performances/shows bringing in both day visitors as well as overnight visitors. We often have employees and business owners from downtown tell us they can tell when we are having a performance because their traffic and sales increase from visitors who visit shops and restaurants before the show.

The Bastrop Opera House is currently the only live community theatre venue in Bastrop. There are other venues in Bastrop that provide live bands, however the Opera House is the only community venue that provides live theatre and the only venue that provides educational and acting opportunities for Bastrop citizens.

Funds Proposal Budget

Percentage of Production Expenses Applied For:

Show production expenses: $67,000

Marketing and promotional: $19,000

Academy expenses: $20,000

Production equipment: $20,000

Total Production Expense Requested: $126,000

Exhibit "B"

CITY'S MODIFIED SERVICES PLAN

Present 9-12 months' worth of programs annually (January- December) designed to appeal to tourists and attract overnight visitation to City Council.

All art work, images and details regarding the individual programs such as "performances," "classes," or "exhibits" for the contract period including ticket prices and purchasing methods must have specific program details received by Visit Bastrop through their online CRM system no later than 90 days in advance, preferably 120 days in advance.

Maintain an active social media and online digital presence.

Develop an Annual Marketing and or strategic plan that addresses identifying additional funding sources for sustainability

Develop and present an annual operating budget to the City

Participate in the Bastrop Information Guide Program

In partnership with Visit Bastrop, develop a visitor intercept survey to include data such as: where the visitor is from, demographic data, social-economic data, how they discovered Bastrop (advertising, social media, word-of-mouth), lodging information, length of stay, size of party, primary attractor, intent to return.

Collect and maintain monthly year-over-year traffic counts and primary market origin data from visitors.

Participate in customer service, destination, board development and/or Hotel Occupancy Tax Training as provided by the City or Visit Bastrop.

Develop and maintain a building rental program and policies allowing opportunities for additional revenue streams and access to the facility to outside users.

Actively participate in the Cultural Arts Master Plan development and implementation process that is yet to be identified.

Follow all applicable local, state and federal laws related to building improvements and expenditures of HOT.

Allow training for volunteers and staff by Visit Bastrop to enhance the visitor experience

Participate in board training opportunities provide by the Downtown & Hospitality Department designed to strengthen your organization.

Provide volunteer assistance for goodie bag stuffing and distribution to meeting attendees.

Remain open fordowntown special events Provide Step on Guide Services

Assist Visit Bastrop and the Downtown & Hospitality Department with distribution and possible creation of visitor information to be distributed at the Visitor's Center. All materials must contain the City of Bastrop logo.

Work with Visit Bastrop and Explore Bastrop County to create "programming" that would be available for groups and conventions.

8.1.3 of the COMP Plan: Create a visitor's feedback survey with the assistance of Visit Bastrop to better understand the demand for other tourism activities

8.1.3 of the COMP Plan: Increase the number of digital and interactive exhibits and consider offering virtual tours online.

8.1.3 of the COMP Plan. Use interactive media displays that allow people to choose how they interact with the Museum & Visitor Center

8.1.3 of the COMP Plan: Increase social media by posting content online at regular and predictable intervals.

Offer free downtown walking tours on a regular basis. I.E. Every Saturday morning during Preservation Month to better tell the Bastrop story to residents and tourists

Spearhead efforts to develop building markers that tell the story of the historic properties in the downtown district.

Continue to assist with the data population of Downtown, TX

Provide an annual calendar of events for exhibits, openings, speakers etc. to the City of Bastrop and Visit Bastrop January 1st of each year.

Exhibit **"C"**

NOTICE TO ORGANIZATION

Notices required under the terms of this Agreement shall be sent to the Organization as follows:

Bastrop Opera House
Attn: Lisa Holcomb
711 Spring Street
Bastrop, Texas 78602

STAFF REPORT

MEETING DATE: September 24, 2019 **AGENDA ITEM**: 8I

TITLE:
Consider action to approve Resolution No. R-2019-91 of the City Council of the City of Bastrop, Texas awarding a Community Support Service Agreement to the YMCA of Austin/Bastrop Branch associated with providing recreation and pool services at a cost of Seventy-Nine Thousand and Eight-Hundred and 00/100 Dollars ($79,800), attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the contract; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:
Lynda Humble, City Manager
Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:
This partnership with the YMCA of Austin started back in October 2010. Over the years, the YMCA has provided recreation services along with maintaining and operating the State Park Pool. Each year the YMCA adds new programs, providing for more options to our citizens.

The organization presented to Council at the August 13, 2019 meeting their funding request for FY 2020.

This agreement is for the same services and funding level that was provided in FY 2019.

POLICY EXPLANATION:
Pursuant to Chapter 331.001(a) of the Local Government Code, the City of Bastrop is granted authority to make park land and for providing recreational opportunities.

FUNDING SOURCE:
FY 2020 Hospitality & Downtown Budget (pool operations funded by a transfer from BP&L).

RECOMMENDATION:
Consider action to approve Resolution No. R-2019-91 of the City Council of the City of Bastrop, Texas awarding a Community Support Service Agreement to the YMCA of Austin/Bastrop Branch associated with providing recreation and pool services at a cost of Seventy-Nine Thousand and Eight-Hundred and 00/100 Dollars ($79,800), attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the contract; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:
- Resolution No-2019-91
- DRAFT - Community Support Service Agreement

RESOLUTION NO. R-2019-91

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AWARDING A COMMUNITY SUPPORT SERVICE AGREEMENT TO THE YMCA OF AUSTIN/BASTROP BRANCH ASSOCIATED WITH PROVIDING RECREATION AND POOL SERVICES AT A COST OF SEVENTY-NINE THOUSAND AND EIGHT-HUNDRED AND 00/100 DOLLARS ($79,800), ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS FOR THE CONTRACT; PROVIDING FOR A REPEALING CLAUSE AND ESTABLISHING AN EFFECTIVE DATE.

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

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

WHEREAS, The City Council realizes the importance of providing recreational activities to the Citizens of Bastrop, Texas; and

WHEREAS, The City Council values the partnership between the Bastrop YMCA and the City of Bastrop; and

WHEREAS, The City Council recognizes and values the Bastrop YMCA operating and managing the Bastrop State Park Pool so that citizens may learn important life skills; and

WHEREAS, The City Council is providing funding through the Hospitality and Downtown Department for services to the community.

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

SECTION 1. That the City Manager is hereby authorized to execute a community support service agreement to the YMCA of Austin/Bastrop Branch associated with providing recreation and pool services, at a cost of seventy-nine thousand and eight-hundred and 00/100 dollars ($79,800), attached as Exhibit A.

SECTION 2. That the City Council of the City of Bastrop has found the YMCA of Austin – Bastrop Branch, to be a subject matter expert in the field of providing recreational activities to the public.

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

SECTION 4. That this resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY RESOLVED AND APPROVED by the City Council of the City of Bastrop this 24th day of September, 2019.

CITY OF BASTROP, TEXAS

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

COMMUNITY SERVICES FUNDING AGREEMENT

FY 2019 - 2020

This Community Services Grant Funding Agreement ("Agreement") is made by and between the **City of Bastrop, Texas,** a Texas home-rule municipal corporation, ("City"), and **YMCA of Austin/Bastrop Branch**, a Texas non-profit corporation ("Organization"). The City and Organization are also referred to collectively in this Agreement as the "Parties" and singularly as a "Party." The Parties intend that this Agreement will supersede and replace all previously adopted and finalized Agreements in their entirety, if any.

NOW, IN CONSIDERATION of the mutual covenants to be performed by the Parties and other valuable consideration hereby acknowledged, therefore, be it mutually agreed as follows:

1. SCOPE OF SERVICES

A. Proposed & Modified Services Plan. Organization shall utilize the grant funds conveyed herein to provide services to the Bastrop community in accordance with the proposal attached as *Exhibit "A",* which has been accepted by the City, and as may have been modified in accordance with *Exhibit* "B".

B. Staffing. Organization shall use its best efforts to secure sufficient numbers of employees and volunteers to accomplish the responsibilities set forth in this Agreement. Organization shall further provide such office space, equipment, supplies and other materials as may be necessary to accomplish the purposes of this Agreement. Organization acknowledges that no personnel engaged by the Organization shall be construed as agents, employees or officers of the City.

C. Nondiscrimination: Organization shall provide services under this Agreement free of discrimination or retaliation due to a person's race, ethnicity, nationality, religion, gender, gender identity, sexual orientation, religion, parental status, or marital status. Any restrictions on services based on age, physical ability or mental ability shall be directly relevant to legitimate safety concerns in accordance with written Organization policies and procedures.

2. FUNDING

A. Amount. The City shall provide to Organization grant funds in an amount up to a sum not to exceed Seventy-Nine Thousand, Eight Hundred and 00/100 Dollars ($79,800.00).

B. Disbursals. The City shall remit payment to the Organization of the grant funds due quarterly as an installment.

3. ACCOUNTABILITY

A. Funding Source Identification. Organization shall prominently include the City of Bastrop and Bastrop Power & Light logo, when applicable all educational and marketing materials promoting services covered by this Agreement, including (but not limited to) print items, internet posts, and social media.

B. Written Reports. Organization shall submit to the City Manager written reports on a quarterly basis describing the status of the services provided under this Agreement. Quarterly reports shall be submitted during the months of January, April, July, and October Reports shall be public records. The first three reports shall be progress reports, and the fourth report shall be an annual summary. The reports shall include (but are not limited to) the following information:

(1) Services: a description of the services provided during the preceding quarter; and

(2) Financial Statement: a financial statement for the reporting period that indicates how the Organization expended grant funds; and

(3) Promotions: copies of promotional materials distributed.

C. Oral Reports. Organization shall attend a regular meeting of the City Council on a quarterly basis to make a public presentation on the services provided under this Agreement. Attendance shall be scheduled in advance with the City's designated staff contact person. Organization shall submit presentation materials (i.e., visual aids) to the City's designated staff contact person at least 96 hours prior to the meeting.

D. Oversight of Expenditures. Organization shall exercise all reasonable, prudent and diligent efforts to ensure the proper and legal oversight, use, and expenditure of the grant funds conveyed under this Agreement. Organization's failure to use the funds in the manner approved by this Agreement shall void and negate the City's obligation to make any further payments to the Organization under the Agreement.

E. Accounting Practices. Organization shall utilize generally accepted bookkeeping and standard accounting practices to maintain complete and accurate financial records of all expenditures of grant funds. Upon the City's request, the Organization

shall promptly make the records available for inspection and review at any time during the term of this Agreement.

F. Overhead. A portion of the grant funds conveyed to the Organization by this Agreement may be spent by Organization for overhead, that being day-to-day operations, including supplies, administrative salaries, office rental, travel expenses, and other administrative costs, if same have been previously approved in the budget and if directly related to the provision of services approved by this Agreement. The amount of grant funding apportioned for Organization's overhead may not exceed 30% of the total grant amount.

G. Audit. Organization shall have its records and accounts audited annually and shall prepare an annual financial statement based on the audit. Audits and financial statements shall be prepared by a certified public accountant (CPA) who is licensed in Texas or a public accountant who holds a permit to practice from the Texas State Board of Public Accountancy. Audits and financial statements shall be available to the City upon request and shall be public records.

H. Records Retention. All reports and records related to grant funds shall be maintained by the Organization and available to the City for a period of at least 3 years- of the Effective Date. If there is any dispute regarding these reports or records, the retention period shall be extended in accordance with the City's instructions. To the extent Organization's records regarding services provided under this Agreement are subject to the Texas Public Information Act, Organization agrees to cooperate with any open records requests.

4. GENERAL PROVISIONS

A. Duration. This Agreement shall be in effect for fiscal year 2019-2020, which commences October 1st and ends September 30th, unless earlier terminated as provided herein.

B. Suspension of Payments.

(1) Misappropriation. Organization's failure to use the funds in the manner approved by this Agreement, as specified in Exhibit "A", shall be grounds for the City to suspend the remittance of further payments to the Organization under the Agreement.

(2) Records. Organization's failure to provide the City with copies of financial records mandated under this Agreement shall be grounds for the City to suspend the remittance of further payments to the Organization under the Agreement.

(3) Reports. Organization's failure to timely submit reports mandated under this Agreement shall be grounds for the City to suspend the remittance of further payments to the Organization under the Agreement.

(4) Notice. Notice of suspension shall be sent by the City to the Organization with an explanation and opportunity for the Organization to cure the infraction within days.

(5) Breach. Failure to remedy the infraction within 30 days shall be grounds for the City to declare the Organization in breach and terminate this Agreement as provided herein.

C. Termination. In the event the Organization fails to abide by any of the terms of this Agreement, the City may terminate the Agreement and any obligations of the City hereunder, as set forth herein, with absolutely no penalty or claim against the City by the Organization. Notice of termination shall negate the City's obligation to remit a scheduled payment (if any). Upon termination for failure to cure the misappropriation of grant funds, Organization is obligated to reimburse the City for all funds misappropriated by the Organization in violation of this Agreement.

D. Ineligibility for Future Funding. Organization's failure to remedy the infraction upon receipt of notice this Agreement may render the Organization ineligible for future funding by the City.

E. Good Standing. The Organization hereby represents that it is in good standing with the Texas Secretary of State and has no City, County, State, or Federal debts or liens charged against it. Organization shall notify the City of any change in such status within 30 days of Organization's receipt of notification.

F. Future Appropriations. Any future grants by the City are conditioned on appropriations by the City Council. The Parties acknowledge that nothing related to this Agreement or the City's stated desire to support the Organization (generally), at the time of execution of this Agreement, may be inferred to indicate that the City will provide any funds in the future. The Organization acknowledges that funding by the City shall be decided on a fiscal year basis and will be determined by the City Council based upon its evaluation of the City's budget and considering all fiscal needs confronting the City, including needs related to the proposed community services.

G. Notices. Any notice necessary or appropriate relative to this Agreement shall be effective when deposited in the United States mail, either certified and/or registered mail, postage prepaid and addressed as provided herein. Notices to the City shall be sent to the City's designated staff contact person:

City of Bastrop
Attn: City Manager
P.O. Box 427
Bastrop, Texas 78602

Notices to the Organization shall be sent in accordance with *Exhibit* "C".

H. Assignment. No part of this Agreement may be assigned or delegated without the prior written consent of the other Party, and any attempted assignment of benefits or rights or delegation of duties or obligations shall constitute breach of this Agreement.

I. Governing Law & Venue. This Agreement shall be subject to the laws of the State of Texas and the City of Bastrop, Texas. Venue for any disputes arising under this Agreement shall rest solely in Bastrop County.

J. Indemnity. Organization agrees to and shall indemnify and hold harmless and defend the City of Bastrop, Texas, its officers, agents, representatives, consultants, and employees from any and all claims, losses, causes of action and damages, suits, and liability for the gross negligence and willful misconduct of Organization, including all expenses of litigation, court costs, and attorney fees, for injury to or death of any person, or from damage to any property, arising from or in connection with the operations of Organization, or its officers, agents, and employees, carried out in furtherance of this Agreement.

K. Insurance. The Organization shall maintain comprehensive general liability insurance policy for its operations. The policy shall name City as an additional insured. The Organization shall also maintain insurance on the Organization's personal property, in an amount determined sufficient by the Organization. The Organization shall deliver copies of the insurance policies specified hereunder to the City within 30 days of the Effective Date.

L. Inclusiveness: This document represents the entire understanding between the Parties. This Agreement may only be amended in writing with the mutual consent of the Parties.

M. Severability: If any sentence, clause or portion of this Agreement is deemed unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

N. Effective Date. The City and the Organization make and execute this Agreement to be effective upon the 1st day of October, 2019.

IN WITNESS, WHEREOF:

CITY:

by: _____
Lynda Humble, City Manager
City of Bastrop
Date of Execution: _____

ORGANIZATION:

by: _____
Executive Director
Bastrop YMCA
Date of Execution: _____

ATTEST:

by: _____
Ann Franklin, City Secretary
City of Bastrop

Exhibit "A"

ORGANIZATION'S PROPOSED SERVICES

The Bastrop YMCA shall provide quality recreational programs for the community in partnership with the City of Bastrop. The City understands the annual contribution given to the YMCA in this agreement as designated in the budget approved by the Bastrop City Council supports a much broader operating budget and other funding sources. Any major changes in recreation program service or special events should be brought to the City's attention as soon as feasible, however the City of Bastrop doesn't dictate what the YMCA does or doesn't do. Any recreation needs identified by the City of Bastrop should be communicated to the YMCA so that their professional staff can evaluate and provide reporting back to the City on the feasibility of meeting those needs.

Programs and activities should be designed to benefit and include persons of all backgrounds. Recognizing the YMCA is a membership organization, financial assistance is available to ensure programming is available to all. These programs should include but are not limited to:

- Minimum of 6 youth sports seasons such as soccer, tennis and volleyball.
- Various enrichment programs monthly, such as art, Youth & Government, nutrition
- Weekly Health & Wellness programs for all ages.
- Operate and manage the State Park Pool with aquatic activities including swim lessons, water fitness, open and public swim and youth job opportunities.

Free events like:

- Family park events, including but not limited to Safety Month, Field days, Halloween Bash, Happy Healthy New Year's Bash and Movies in the Park.
- Outreach programs such as summer programming, Pickleball, teen events, active older adult programs and more.

Exhibit "B [11]

CITY'S MODIFIED SERVICES PLAN

Recreation services and program should annually be presented to City Council and should be designed to meet the needs of the Bastrop community.

Maintain an active social media and online digital presence. Maintain an up to date website, social media presence, google, yelp and similar listings online. Submit quarterly calendars.

Develop or maintain a program user intercept survey to include data such as: how they discovered the YMCA.

Track year-over-year participant counts, by program when possible.

Participate in trainings, planning and engagement events related to Parks, Recreation, Community Services, Special Events, Cultural Arts etc. hosted by the City or its partners.

There shall be no charge for the use of the City of Bastrop Parks System, however the YMCA must follow all rental and use policies and timelines set by the City.

The City reserves the right to charge the YMCA as determined by the City Manager or their designee for other services. Those service costs may include Special event permit and support costs, Rental fees at City facilities other than City Parks, and labor costs to support special events that do not serve a need identified by the City of Bastrop.

The YMCA shall schedule park usage thirty (30) days prior to the first practice or scheduled league game. Special Event permit applications must be submitted according to the timelines established wherein. Rental agreements must be made according to any established rental policies.

The YMCA shall list the City of Bastrop as a partner on all advertising for programs or events in the city parks or facilities i.e. flyers, banners, websites and other promotional items.

The YMCA agrees to manage and operate the Facility, State Park Pool, for the benefit of the public, including Bastrop citizens and visitors, through the provision of programs and services that include: open recreation, aquatic exercise, lap swimming, swimming instruction, group rentals, and water safety courses.

The YMCA shall submit to the City a copy of the annual report presented by the YMCA to the TPWD for operating the State Park Pool.

The YMCA shall submit to the City a copy of the annual recreation report generated for the benefit of the Bastrop City Council, staff and citizens prior to funding being allocated for the next FY.

***Exhibit* "C"**

NOTICE TO ORGANIZATION

Notices required under the terms of this Agreement shall be sent to the Organization as follows:

Bastrop **YMCA**
Attn: Terry Moore
1112 Main Street
Bastrop, Texas 78602

STAFF REPORT

MEETING DATE: September 24, 2019 **AGENDA ITEM**: 8J

TITLE:
Consider action to approve Resolution No. R-2019-92 of the City Council of the City of Bastrop, Texas awarding a community support service agreement to the Lost Pines Art Center associated with operating, marketing and providing cultural art services, at a cost of Eighty-five Thousand and 00/100 Dollars ($85,000), attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the contract; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:
Lynda Humble, City Manager
Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:
The organization presented to Council at the August 13, 2019 meeting their funding request for FY 2020. The recommendation was to fund them at the same level starting out as other organizations providing programming that will promote tourism in our community.

POLICY EXPLANATION:
With the creation of Visit Bastrop, the establishment of the City's Hospitality & Downtown Department, and the ongoing development of our Cultural Arts Master Plan; we are now uniquely positioned to leverage and work in tandem towards our community goals related to tourism. We hope to continue to effectively market and promote the Lost Pines Art Center as part of the overall Bastrop visitor experience. The FY 2020 Community Support Service Agreement outlines specific deliverables and reflects the services that the Lost Pines Art Center stated would be provided as part of their funding request.

FUNDING SOURCE:
FY 2020 Hotel Occupancy Fund

RECOMMENDATION:
Consider action to approve Resolution No. R-2019-92 of the City Council of the City of Bastrop, Texas awarding a community support service agreement to the Lost Pines Art Center associated with operating, marketing and providing cultural art services, at a cost of Eighty-five Thousand and 00/100 Dollars ($85,000), attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the contract; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:
- Resolution No-2019-92
- DRAFT - Community Support Service Agreement

RESOLUTION NO. R-2019-92

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AWARDING A COMMUNITY SUPPORT SERVICE AGREEMENT TO LOST PINES ART CENTER FOR SERVICES ASSOCIATED WITH OPERATING, MARKETING AND PROVIDING CULTURAL ARTS SERVICES AT A COST OF EIGHTY-FIVE THOUSAND AND 00/100 DOLLARS ($85,000), AS ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS FOR THE AGREEMENT; PROVIDING FOR A REPEALING CLAUSE AND ESTABLISHING AN EFFECTIVE DATE.

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

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

WHEREAS, The City Council recognizes the Lost Pines Art Center as an art and cultural organization; and

WHEREAS, The City Council recognizes the Lost Pines Art Center provide regionally and nationally known art exhibits in the Center; and

WHEREAS, Chapter 351 of the Tax Code provides the requirements on how HOT funds may be spent; and

WHEREAS, The City of Bastrop has been working to leverage HOT funds to attract tourism and strengthen our sales tax base by maximizing our return on investment; and

WHEREAS, The Comprehensive Plan 2036 places emphasis on enhancing the visitor experience; and

WHEREAS, The Comprehensive plan also states that Bastrop's continued emphasis on cultural arts, historic preservation and tourism development through coordinated policies will lead to hundreds of millions in economic activity for the region; and

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

SECTION 1. That the City Manager is hereby authorized to execute a community support service agreement to the Lost Pines Art Center for services associated with operating, marketing and providing cultural arts services at a cost of Eighty-Five Thousand and 00/100 dollars ($85,000) attached as Exhibit A.

SECTION 2. That the City Council of the City of Bastrop has found the Lost Pines Art Center as a leading provider in art and culture programs to visitors and residents.

SECTION 3. All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such

conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 4. That this resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY RESOLVED AND APPROVED by the City Council of the City of Bastrop this 24th day of September 2019.

CITY OF BASTROP, TEXAS

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

COMMUNITY SERVICES FUNDING AGREEMENT

FY 2019 - 2020

This Community Services Grant Funding Agreement ("Agreement") is made by and between the **City of Bastrop, Texas,** a Texas home-rule municipal corporation, ("City"), and **Lost Pines Art Center**, a Texas non-profit corporation ("Organization"). The City and Organization are also referred to collectively in this Agreement as the "Parties" and singularly as a "Party." The Parties intend that this Agreement will supersede and replace all previously adopted and finalized Agreements in their entirety, if any.

NOW, IN CONSIDERATION of the mutual covenants to be performed by the Parties and other valuable consideration hereby acknowledged, therefore, be it mutually agreed as follows:

1. SCOPE OF SERVICES

A. Proposed & Modified Services Plan. Organization shall utilize the grant funds conveyed herein to provide services to the Bastrop community in accordance with the proposal attached as *Exhibit "A",* which has been accepted by the City, and as may have been modified in accordance with *Exhibit* "B".

B. Staffing. Organization shall use its best efforts to secure sufficient numbers of employees and volunteers to accomplish the responsibilities set forth in this Agreement. Organization shall further provide such office space, equipment, supplies and other materials as may be necessary to accomplish the purposes of this Agreement. Organization acknowledges that no personnel engaged by the Organization shall be construed as agents, employees or officers of the City.

C. Nondiscrimination: Organization shall provide services under this Agreement free of discrimination or retaliation due to a person's race, ethnicity, nationality, religion, gender, gender identity, sexual orientation, religion, parental status, or marital status. Any restrictions on services based on age, physical ability or mental ability shall be directly relevant to legitimate safety concerns in accordance with written Organization policies and procedures.

2. FUNDING

A. Amount. The City shall provide to Organization grant funds in an amount up to a sum not to exceed Eighty-Five Thousand and 00/100 Dollars ($85,000.00).

8. Disbursals. The City shall remit payment to the Organization of the grant funds due quarterly as an installment.

3. ACCOUNTABILITY

A. Funding Source Identification. Organization shall prominently include the City of Bastrop all educational and marketing materials promoting services covered by this Agreement, including (but not limited to) print items, internet posts, and social media. Such materials will also include the line, "Funding for this program was made possible through a grant from the City of Bastrop."

8. Written Reports. Organization shall submit to the City Manager written reports on a quarterly basis describing the status of the services provided under this Agreement. Quarterly reports shall be submitted during the months of January, April, July, and October. Reports shall be public records. The first three reports shall be progress reports, and the fourth report shall be an annual summary. The reports shall include (but are not limited to) the following information:

(1) Services: a description of the services provided during the preceding quarter; and

(2) Financial Statement: a financial statement for the reporting period that indicates how the Organization expended grant funds; and

(3) Promotions: copies of promotional materials distributed.

C. Oral Reports. Organization shall attend a regular meeting of the City Council on a quarterly basis to make a public presentation on the services provided under this Agreement. Attendance shall be scheduled in advance with the City's designated staff contact person. Organization shall submit presentation materials (i.e., visual aids) to the City's designated staff contact person at least 96 hours prior to the meeting.

D. Oversight of Expenditures. Organization shall exercise all reasonable, prudent and diligent efforts to ensure the proper and legal oversight, use, and expenditure of the grant funds conveyed under this Agreement. Organization's failure to use the funds in the manner approved by this Agreement shall void and negate the City's obligation to make any further payments to the Organization under the Agreement.

E. Comingling. Organization shall properly segregate grant funds and shall not comingle grant funds with other financial assets of the Organization.

F. Accounting Practices. Organization shall utilize generally accepted bookkeeping and standard accounting practices to maintain complete and accurate financial records of all expenditures of grant funds. Upon the City's request, the Organization shall promptly make the records available for inspection and review at any time during the term of this Agreement.

G. Audit. Organization shall have its records and accounts audited annually and shall prepare an annual financial statement based on the audit. Audits and financial statements shall be prepared by a certified public accountant (CPA) who is licensed in Texas or a public accountant who holds a permit to practice from the Texas State Board of Public Accountancy. Audits and financial statements shall be available to the City upon request, and shall be public records

H. Records Retention. All reports and records related to grant funds shall be maintained by the Organization and available to the City for a period of at least 3 years of the Effective Date. If there is any dispute regarding these reports or records, the retention period shall be extended in accordance with the City's instructions. To the extent Organization's records regarding services provided under this Agreement are subject to the Texas Public Information Act, Organization agrees to cooperate with any open records requests.

I. Hotel Occupancy Tax Policy. Hotel Occupancy Taxes. Organization shall comply with the requirements in Chapter 351 of the Texas Tax Code in the use of hotel occupancy taxes.

4. GENERAL PROVISIONS

A. Duration. This Agreement shall be in effect for fiscal year 2019-2020, which commences October 1st and ends September 30th / a term of 1 year (365 days), unless earlier terminated as provided herein.

B. Suspension of Payments.

(1) Misappropriation. Organization's failure to use the funds in the manner approved by this Agreement, as specified in Exhibit "A", shall be grounds for the City to suspend the remittance of further payments to the Organization under the Agreement.

(2) Comingling. Organization's failure to properly segregate grant funds shall be grounds for the City to suspend the remittance of further payments to the Organization under the Agreement.

(3) **Records.** Organization's failure to provide the City with copies of financial records mandated under this Agreement shall be grounds for the City to suspend the remittance of further payments to the Organization under the Agreement.

(4) **Reports.** Organization's failure to timely submit reports mandated under this Agreement shall be grounds for the City to suspend the remittance of further payments to the Organization under the Agreement.

(5) **Notice.** Notice of suspension shall be sent by the City to the Organization with an explanation and opportunity for the Organization to cure the infraction within 30 days.

(6) **Breach.** Failure to remedy the infraction within 30 days shall be grounds for the City to declare the Organization in breach and terminate this Agreement as provided herein.

C. **Termination.** In the event the Organization fails to abide by any of the terms of this Agreement, the City may terminate the Agreement and any obligations of the City hereunder, as set forth herein, with absolutely no penalty or claim against the City by the Organization. Notice of termination shall negate the City's obligation to remit a scheduled payment (if any). Upon termination for failure to cure the misappropriation of grant funds, Organization is obligated to reimburse the City for all funds misappropriated by the Organization in violation of this Agreement.

D. **Ineligibility for Future Funding.** Organization's failure to remedy the infraction upon receipt of notice this Agreement may render the Organization ineligible for future funding by the City.

E. **Good Standing.** The Organization hereby represents that it is in good standing with the Texas Secretary of State and has no City, County, State, or Federal debts or liens charged against it. Organization shall notify the City of any change in such status within 30 days of Organization's receipt of notification.

F. **Future Appropriations.** Any future grants by the City are conditioned on appropriations by the City Council. The Parties acknowledge that nothing related to this Agreement or the City's stated desire to support the Organization (generally), at the time of execution of this Agreement, may be inferred to indicate that the City will provide any funds in the future. The Organization acknowledges that funding by the City shall be decided on a fiscal year basis and will be determined by the City Council based upon its evaluation of the City's budget and considering all fiscal needs confronting the City, including needs related to the proposed community services.

G. **Notices.** Any notice necessary or appropriate relative to this Agreement shall be effective when deposited in the United States mail, either certified and/or registered

mail, postage prepaid and addressed as provided herein. Notices to the City shall be sent to the City's designated staff contact person:

City of Bastrop
Attn: City Manager
P.O. Box 427
Bastrop, Texas 78602

Notices to the Organization shall be sent in accordance with *Exhibit* "C".

H. Assignment. No part of this Agreement may be assigned or delegated without the prior written consent of the other Party, and any attempted assignment of benefits or rights or delegation of duties or obligations shall constitute breach of this Agreement.

I. Governing Law & Venue. This Agreement shall be subject to the laws of the State of Texas and the City of Bastrop, Texas. Venue for any disputes arising under this Agreement shall rest solely in Bastrop County.

J. Indemnity. Organization agrees to and shall indemnify and hold harmless and defend the City of Bastrop, Texas, its officers, agents, representatives, consultants, and employees from any and all claims, losses, causes of action and damages, suits, and liability for the gross negligence and willful misconduct of Organization, including all expenses of litigation, court costs, and attorney fees, for injury to or death of any person, or from damage to any property, arising from or in connection with the operations of Organization, or its officers, agents and employees, carried out in furtherance of this Agreement.

K. Insurance. The Organization shall maintain a comprehensive general liability insurance policy for its operations. The policy shall name City as an additional insured. The Organization shall also maintain insurance on the Organization's personal property, in an amount determined sufficient by the Organization. The Organization shall deliver copies of the insurance policies specified hereunder to the City within 30 days of the Effective Date.

L. Inclusiveness: This document represents the entire understanding between the Parties. This Agreement may only be amended in writing with the mutual consent of the Parties.

M. Severability: If any sentence, clause or portion of this Agreement is deemed unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

N. Effective Date. The City and the Organization make and execute this Agreement to be effective upon the 1st day of October, 2019.

IN WITNESS, WHEREOF:

CITY:

by: _____
Lynda Humble, City Manager
City of Bastrop
Date of Execution: _____

ORGANIZATION:

by: _____
Executive Director
Lost Pines Art Center
Date of Execution: _____

ATTEST:

by: _____
Ann Franklin, City Secretary
City of Bastrop

Exhibit "A"

Lost Pines Art Center Anticipated Deliverables for 2019-2020 HOT Funds

- Show Art Exhibits –regionally or nationally known artist exhibits
- Provide 9-12 months of programs designed to appeal to locals and tourists (art experiences, tours, classes, venues)
- Maintain an active social media and online presence
- Track number of attendees and create opportunity to track primary market origin
- Develop an annual marketing plan and operations budget
- Work with partners (Visit Bastrop, City of Bastrop, Opera House, Museum/Visitors Center) to create packageable tourism opportunities

Lost Pines Art Center 2019-2020 HOT Funds Request

HOT funds for the 2019-2020 timeline will be used for: arts and culture programs, community activities, murals and arts installations, healing arts, Gala, marketing and promotions, and staffing and operations.

Programs – Art and Culture

Art Exhibits – Provide regionally and nationally known art exhibits in Art of the Pines **$12,000**

Exhibits last from 1-3 months and have free admission. We feature a variety of fine art and take pride in showcasing the works of some of the most prominent artists in Texas and beyond. The artists brought into the Art of the Pines gallery are well known professional artists, have a large following, and have years of experience. We work with the artists to provide art talks and we periodically arrange workshops by these artists to coincide with the exhibit. The shows are staggered so that we have at least 3 regionally and nationally known artists exhibiting in the Art of the Pines Gallery. The events are advertised throughout the region through social media, newsletters, email, hotels and chambers, Visit Bastrop, and visitors center.

Experience Bastrop – Artful weekends, tours, partnerships, demonstrations, experiences **$30,000**

1. Community Partnerships

Four (4) Community partnership weekends in collaboration with the Museum & Visitors Center, Opera House, and Lost Pines Art Center, will be planned to promote Bastrop, tourism, and overnight stays. This group of nonprofits will meet to identify dates and programming that will create a marketable citywide tourism weekend. We will work closely with Visit Bastrop to provide programming they can use to draw visitors to Bastrop.

2. Artful Weekends

We continually review and adjust our programming in order to meet the needs of our community and visitors. In 2018 and 2019 we offered free weekend programs that fell on Saturdays throughout the month. We hosted **Art Getaways**, an immersive, culturally based event with hands on activities, classes and workshops, kid's activities, music, and performances. This weekend program is geared toward families looking to spend a day in Bastrop. Each month, we hosted **Art After Dark**, an engaging event held on the first Saturday of the month. It is a celebration of arts

& culture, generally unveiling one or more of our art exhibits, with wine, hors d'oeuvres, live music, an art talk, and creative activities like glass blowing, gesture drawing, poetry reading, and more. It enabled the guests to explore our galleries, studios, maker spaces, and small art businesses.

3. Tours and Demonstrations

We frequently schedule a guided group tour. Tours are conducted free of charge and offered to groups of 5 to as many as 200. We are set up to accommodate student, adult, or family tours. In addition to the tour, we can arrange to include an activity such as a picnic, art class, or a private glassblowing experience or Wine & Unwind event. In 2018 and 2019 we have hosted over 14 scheduled tours and numerous ad hoc tours.

4. Art Experiences

We have scheduled glass blowing experiences twice a month in the glass silo. Additionally, we will accommodate special requests of groups of 2-12 people for glass demos and experiences for other days/weekends. Wine and Unwind experiences are held every other month and is available also as a private event for groups of 10-40.

Healing Arts – $12,000

We believe so strongly in the power of art to heal, that we are currently embarking on a healing arts initiative focusing on resilience and wellness through art experiences. Our first focus is for veterans, active military members, first responders and their families. Future plans are to add programs for youth in the education setting and then seniors through centers and other facilities. We have established a partnership with HEB and Bastrop County Cares and are working on a partnership with the Moody Foundation. We are inviting the City of Bastrop to become one of our partners in this innovative program.

Murals and other Cultural Arts Installations – $6,000

Mural-making is a new program we are embarking on as part of the Cultural Arts Destination of Bastrop. We have brought in nationally known muralist, Raul Valdez, on two occasions to teach workshops to potential muralists. These murals and installations will take place in the city limits and geared directly to the Cultural Arts area of Chestnut Street to bring Instagrammable tourism opportunities.

Marketing and Promotions – $15,000

Website/Marketing/Promotions/Social Media – We have an interactive website. Currently the website allows the sale of classes and events. A software upgrade is being planned in order to capture zip codes. We currently have a robust social media presence. Of our 3,445 fans, 2/3 are from outside of Bastrop County. We provide brochures, flyers, and signage to entice visitors to the Art Center and Bastrop. The Art League participates in Texas nonprofit events to promote both the Art Center as well as Bastrop.

The additional $10,000 in funding must be used in compliance with the requirements in Chapter 351 of the Texas Tax Code in the use of hotel occupancy taxes.

Exhibit "B"

CITY'S MODIFIED SERVICES PLAN

Present 9-12 months' worth of programs annually (January- December) designed to appeal to tourists and attract overnight visitation to City Council.

All art work, images and details regarding the individual programs such as "performances," "classes," or "exhibits" for the contract period including ticket prices and purchasing methods must have specific program details received by Visit Bastrop through their online CRM system no later than 90 days in advance, preferably 120 days in advance.

Maintain an active social media and online digital presence.

Develop an Annual Marketing and or strategic plan that addresses identifying additional funding sources for sustainability

Develop and present an annual operating budget to the City

Participate in the Bastrop Information Guide Program

In partnership with Visit Bastrop, develop a visitor intercept survey to include data such as: where the visitor is from, demographic data, social-economic data, how they discovered Bastrop (advertising, social media, word-of-mouth), lodging information, length of stay, size of party, primary attractor, intent to return.

Collect and maintain monthly year-over-year traffic counts and primary market origin data from visitors.

Participate in customer service, destination, board development and/or Hotel Occupancy Tax Training as provided by the City or Visit Bastrop.

Develop and maintain a building rental program and policies allowing opportunities for additional revenue streams and access to the facility to outside users.

Actively participate in the Cultural Arts Master Plan development and implementation process that is yet to be identified.

Follow all applicable local, state and federal laws related to building improvements and expenditures of HOT.

Allow training for volunteers and staff by Visit Bastrop to enhance the visitor experience

Participate in board training opportunities provide by the Downtown & Hospitality Department designed to strengthen your organization.

Provide volunteer assistance for goodie bag stuffing and distribution to meeting attendees.

Remain open fordowntown special events Provide Step on Guide Services

Assist Visit Bastrop and the Downtown & Hospitality Department with distribution and possible creation of visitor information to be distributed at the Visitor's Center. All materials must contain the City of Bastrop logo.

Work with Visit Bastrop and Explore Bastrop County to create "programming" that would be available for groups and conventions.

8.1.3 of the COMP Plan: Create a visitor's feedback survey with the assistance of Visit Bastrop to better understand the demand for other tourism activities

8.1.3 of the COMP Plan: Increase the number of digital and interactive exhibits and consider offering virtual tours online.

8.1.3 of the COMP Plan. Use interactive media displays that allow people to choose how they interact with the Museum & Visitor Center

8.1.3 of the COMP Plan: Increase social media by posting content online at regular and predictable intervals.

Offer free downtown walking tours on a regular basis. I.E. Every Saturday morning during Preservation Month to better tell the Bastrop story to residents and tourists

Spearhead efforts to develop building markers that tell the story of the historic properties in the downtown district.

Continue to assist with the data population of Downtown, TX

Provide an annual calendar of events for exhibits, openings, speakers etc. to the Hospitality and Downtown Department and Visit Bastrop January 1st of each year.

Exhibit **"C"**

NOTICE TO ORGANIZATION

Notices required under the terms of this Agreement shall be sent to the Organization as follows:

Lost Pines Art Center
Attn: Patricia Rendulic
1204 Chestnut Street
Bastrop, Texas 78602

STAFF REPORT

MEETING DATE: September 24, 2019 **AGENDA ITEM**: 9A

TITLE:
Hold a public hearing and consider action to approve the second reading of Ordinance No. 2019-40 of the City Council of the City of Bastrop, Texas related to the Hunters Crossing Public Improvement District; approving a 2019 amended and restated service and assessment plan; including Fiscal Year 2020 assessment roll for the district, attached as Exhibit A; ratifying and confirming prior actions of the City Council in connection with the District; resolving matters incident and related thereto; and providing for an effective date.

STAFF REPRESENTATIVE:
Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:
The Hunter's Crossing Public Improvement District was created by Resolution on September 11, 2001, pursuant to Chapter 372 of the Local Government Code. The City Council levied assessments and adopted the Service and Assessment Plan (SAP) that we are currently working under on December 9, 2003. Since that time, the annual assessments have been approved along with the annual budget, but no change or update had been made to the actual Service and Assessment Plan.

In 2017, the City and the Local Government Corporation contracted with George Hyde, Attorney to conduct a statutory audit of the SAP to resolve the various inconsistencies in the document. Mr. Hyde has worked in cooperation with Misty Ventura, attorney for the now developer TF Hunter's Crossing LP. This collaborative effort was to establish assessment rolls that accurately reflect the outstanding levy's and assess the annual amounts due for the FY 2020 budget year for both Capital and Operations & Maintenance. The amended and restated agreement would also define the end date for the capital assessment portion of the payment for each property type (Single Family, Commercial and Multifamily).

The Local Government Corporation, on September 4, 2019 by Resolution of the Board, recommended approval of the proposed Amended and Restated Service and Assessment Plan, Assessment Levy, and Annual Budget for Fiscal Year 2020 by Resolution. The LGC recommended that the Amended and Restated Service and Assessment plan, including the assessment rolls be incorporated, into the Ordinance for City Council adoption as required by law.

Texas Local Government Code section 372.016-.017 requires the governing body to prepare an assessment roll and adopt it by ordinance or order. The required procedure provided by law is:

1) Give proper notice;
2) Conduct a public hearing;
3) At the close of the hearing, hear and pass on any objection to the proposed assessments;

4) Amend any proposed assessment if warranted; and
5) Pass the ordinance to levy the assessment.

Council approved on first reading at the regular Council Meeting held on September 10, 2019.

The Exhibit A has been updated since the first reading on September 10, 2019 and reflects the following changes:

Page #	Change
4	Inserted ordinance number 2019-40 approved 9-10 and to be adopted 9-24
22-23	Lettering was off and skipped "B". Fixed.
Ex. F, page 1	Corrected unpaid capital assessments to ensure no one is paying more than levied in 2003. Footnote 6, changed from maintenance and operation to operation and maintenance to be consistent.
Ex. F, page 15	Corrected unpaid capital assessment totals based on revised Exhibit F.
Exhibit G	Added notices of publication we were recently able to find

POLICY EXPLANATION:
The Hunters Crossing Public Improvement District (the "PID") was created by the City of Bastrop, Texas and is operating under the authority of Chapter 372, Texas Local Government Code. The City previously determined the estimated cost of certain public improvements for the PID and the method of assessment for the costs of such Public Improvements and adopted a Service and Assessment Plan for the PID. Each year, the Hunters Crossing Local Government Corporation, to implement the Service Plan for the PID, reviews the service plan and proposes the assessment necessary to carry out the PID for purposes of the annual budget. This action fulfills the duty of the Corporation in carrying out its duties. Texas law requires the City Council approve the assessment roll by ordinance.

FUNDING SOURCE:
PID Assessments for FY2020

RECOMMENDATION:
Hold a public hearing and consider action to approve the second reading of Ordinance No. 2019-40 of the City Council of the City of Bastrop, Texas related to the Hunters Crossing Public Improvement District; approving a 2019 amended and restated service and assessment plan; including Fiscal Year 2020 assessment roll for the district, attached as Exhibit A; ratifying and confirming prior actions of the City Council in connection with the District; resolving matters incident and related thereto; and providing for an effective date.

ATTACHMENTS:
- Ordinance 2019-40
- Amended and Restated Service and Assessment Plan

ORDINANCE NO. 2019-40

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS RELATED TO THE HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT; APPROVING A 2019 AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN, INCLUDING FISCAL YEAR 2020 ASSESSMENT ROLL FOR THE DISTRICT, ATTACHED AS EXHIBIT A; RATIFYING AND CONFIRMING PRIOR ACTIONS OF THE CITY COUNCIL IN CONNECTION WITH THE DISTRICT; RESOLVING ALL MATTERS INCIDENT AND RELATED THERETO; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop, Texas (the "City"), pursuant to and in accordance with the terms, provisions, and requirements of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act"), has previously established the "Hunters Crossing Public Improvement District" (the "District"), pursuant to Resolution No. R-2001-19 adopted by the City Council of the City (the "City Council") on September 11, 2001 (the "Original Creation Authorization"); and

WHEREAS, on November 11, 2003, the City Council passed and approved Resolution No. R-2003-34 amending the Original Creation Authorization by reducing the estimated costs of the public improvements for the PID (the "Public Improvements") and modifying the method of assessment; and

WHEREAS, on December 9, 2003, the City Council passed and approved Ordinance No. 2003-35 (the "Original Assessment Ordinance") levying assessments and adopting the Service and Assessment Plan, including the Assessment Roll for the PID attached thereto (collectively, the "Service and Assessment Plan"); and

WHEREAS, on December 14, 2004, the City Council passed and approved Ordinance No. 2004-42 (the Original Assessment Ordinance as amended by Ordinance No. 2004-42, and as the same may be amended from time to time, is referred to collectively as the "Assessment Ordinance"), to correct omissions or mistakes discovered in the Assessment Roll consisting of scrivener's and mathematical errors as well as a failure to denote the effects of rounding in the conversion of square feet; and

WHEREAS, the service plan and assessment roll contained in the Service and Assessment Plan are required to be reviewed and updated annually pursuant to the PID Act; and

WHEREAS, the "Hunters Crossing Public Improvement District 2019 Amended and Restated Service and Assessment Plan," dated September 10, 2019 (the "Amended and Restated Service and Assessment Plan"), attached hereto as Exhibit A, is the annual update to the Service and Assessment Plan; and

WHEREAS, the City Council now desires to proceed with the adoption of this Ordinance as the annual update to the Service and Assessment Plan, in conformity with the requirements of the PID Act; and

WHEREAS, the City Council finds the passage of this Ordinance to be in the best interest

for the citizens of Bastrop.

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

Section 1. **Terms**.

Terms not otherwise defined herein, including in the preambles to this Ordinance, have the meanings ascribed thereto as set forth in the Amended and Restated Service and Assessment Plan.

Section 2. Findings.

The findings and determinations set forth in the recitals hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

Section 3. Ratification of Previous City Council Actions.

The City Council does hereby approve and ratify all prior actions of the City Council taken related to the Hunters Crossing Public Improvement District, including the creation of the District and the levy of assessments.

Section 4. Amended and Restated Service and Assessment Plan.

The City Council of the City of Bastrop, Texas does hereby approve and adopt the Amended and Restated Service and Assessment Plan, dated September 10, 2019, as the service and assessment plan for the District, a copy of which is attached hereto as **Exhibit A** and is incorporated herein for all purposes.

Section 5. Assessment Roll.

The Assessment Roll attached to the Amended and Restated Service and Assessment Plan is hereby accepted and approved pursuant to the PID Act as the assessment roll of the District.

Section 6. **Method of Assessment**.

The method of apportioning the Costs of the Authorized Improvements is set forth in the Amended and Restated Service and Assessment Plan.

Section 7. **Penalties and Interest on Delinquent Assessments**.

Delinquent Assessments shall be subject to the penalties, interest, procedures, and foreclosure sales set forth in the Amended and Restated Service and Assessment Plan and as allowed by law.

Section 8. **Lien Priority**.

The City Council intends for the obligations, covenants and burdens on the landowners of the Assessed Property, including without limitation such landowners' obligations related to payment of the Assessment and the Annual Installments thereof, to constitute covenants that

shall run with the land. The Assessment and Annual Installments thereof, which were levied by the Assessment Ordinance and which are described in and apportioned by the Amended and Restated Service and Assessment Plan, shall be binding upon the landowners of the Assessed Property, and their respective transferees, legal representatives, heirs, devisees, successors and assigns in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. The Assessment shall have lien priority as specified in the PID Act.

Section 9. **Appointment of Administrator and Collector of Assessments**.

(a) Appointment of Administrator.

The Hunters Crossing Local Government Corporation was designated by the City as the initial Administrator of the Amended and Restated Service and Assessment Plan and of the Assessment levied by the Assessment Ordinance (the "Administrator"). The Administrator shall perform the duties of the Administrator described in the Amended and Restated Service and Assessment Plan and in this Ordinance. The Administrator's fees, charges and expenses for providing such service shall constitute an Operational and Maintenance Supplemental Service. The City delegates authority to the City Manager (or her designee) to appoint the Administrator or a replacement Administrator.

(b) Appointment of Collector.

The Bastrop County Tax Assessor-Collector is hereby appointed and designated as the collector of the Assessment (the "Collector"). The City Manager, or her assignee, is directed to provide the Assessment Roll to the Collector no later than close of business on September 27, 2019, and to request that such assessments be assessed to and collected from Assessed Property in the PID.

Section 10. **Applicability of Tax Code.**

To the extent not inconsistent with this Ordinance, and not inconsistent with the PID Act or the other laws governing public improvement districts, the provisions of the Texas Tax Code shall be applicable to the imposition and collection of Assessment by the City.

Section 11. **Filing in Land Records**.

The City Secretary is directed to cause a copy of this Ordinance, including the Amended and Restated Service and Assessment Plan and Assessment Roll, to be recorded in the real property records of Bastrop County. The City Secretary is further directed to similarly file each Annual Service Plan Update approved by the City Council.

Section 12. Severability.

If any provision, section, subsection, sentence, clause, or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, or invalidity or any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

Section 13. Conflict.

All other ordinances in conflict herewith are hereby repealed, but only to the extent of any such conflict or inconsistency.

Section 14. **Public Meeting**.

The City Council met in a public meeting on September 24, 2019, and adopted this ordinance with a majority of vote.

Section 15. Effective Date.

This Ordinance shall take effect and the provisions and terms of the Amended and Restated Service and Assessment Plan shall be and become effective upon passage and execution hereof.

[*Remainder of Page Intentionally Left Blank; Signatures to Follow*]

READ and ACKNOWLEDGED on First Reading on the 10th day of September 2019.

READ and ADOPTED on the Second Reading on the 24th day of September 2019.

APPROVED:

_____

Connie Schroeder, Mayor

ATTEST:

_____

Ann Franklin, City Secretary

APPROVED AS TO FORM AND LEGALITY:

_____

George Hyde, Special Legal Counsel to City of Bastrop, Texas

EXHIBIT A

HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT

2019 AMENDED AND RESTATED Service and Assessment Plan

[Attached]

HUNTERS CROSSING
PUBLIC IMPROVEMENT DISTRICT
2019 AMENDED AND RESTATED
SERVICE AND ASSESSMENT PLAN

CITY OF BASTROP, TEXAS

September 10, 2019

FOR ADDITIONAL INFORMATION, PLEASE CONTACT:

ADMINISTRATOR FOR THE DISTRICT:

Hunters Crossing Local Government Corporation
c/o City of Bastrop Texas
Attention: City Manager
1311 Chestnut Street
P.O. Box 427
Bastrop, Texas 78602
(512) 332 – 8820

SECTION I: INTRODUCTION AND DEFINITIONS

A. Introduction

1. On September 11, 2001, the City of Bastrop, Texas (the "**City**") passed and approved Resolution No. R-2001-19 (the "**Original Creation Authorization**") authorizing the establishment of the Bastrop Hunters Crossing Public Improvement District (the "**District**") in accordance with Chapter 372, Texas Local Government Code, as amended (the "**Act**"), which authorization was effective upon publication as required by the Act. On November 11, 2003, the City Council of the City (the "**City Council**") approved Resolution No. R-2003-34 amending the Original Creation Authorization by reducing the estimated costs of the Authorized Improvements from $14,500,000 to $12,476,000 and modifying the method of assessment (as amended, the "**Creation Authorization**").

2. On December 9, 2003 the City passed and approved Ordinance No. 2003-35 (the "**Original Assessment Ordinance**"), the initial levy of assessments, at $7.365M for commercial and multi-family developed property, $4.597M for residential developed property (aggregate total cost of the Authorized Improvements is approximately $11.962M) and $5.4M for the operation and maintenance of the District (Assessment levied is a grand total of $17.362M in the aggregate). The purpose of the District is to finance certain public improvement projects that confer a special benefit on approximately 283.001 acres within the corporate limits of the City, located south of State Highway No. 71, west of State Highway No. 304, and east of Bear Hunter Drive. A metes and bounds description of the property within the District is attached as **Exhibit A** and a depiction of the District is attached as **Exhibit B**. Copies of the final plats as recorded in the real property records of Bastrop County, Texas (the "**County**") are listed on **Exhibit C**. The actions of the City Council relating to the creation of the District, the approval of the original service and assessment plan, and the levy of assessments within the District are outlined in **Exhibit G**.

3. Incorporated in the Original Assessment Ordinance was the initially adopted Service and Assessment Plan (the "**2003 SAP**") and Assessment Roll for the District and levied the assessments shown on the assessment roll attached as Exhibit C to the Original Assessment Ordinance (the "**2003 Assessment Roll**") on assessable property within the District in accordance with the Act. On December 14, 2004, the City Council passed and approved Ordinance No. 2004-42 (the Original Assessment Ordinance as amended by Ordinance No. 2004-42, and as the same may be amended from time to time, is referred to collectively as the "**Assessment Ordinance**"), to correct omissions or mistakes discovered in the Assessment Roll

consisting of scrivener's and mathematical errors as well as a failure to denote the effects of rounding in the conversion of square feet.

4. Under the 2003 SAP, assessments were levied on 83.82 acres of commercial property, 34.32 acres of multi-family property, and 464 single family lots. Under this Amended and Restated Service and Assessment Plan, the assessments pertain to 27.434 acres of commercial property, 24.523 acres of multi-family property, 510 single family lots, and 37.937 acres of undeveloped land. Parcel 90301 is excluded from the Capital Assessment portion of this Amended and Restated Service and Assessment Plan because that property's Capital Assessment was reduced to zero by a developer contribution payment. Parcel 98555 is also excluded from this Amended and Restated Service and Assessment Plan because its use is limited to drainage, so its Assessment was reduced to zero as it is non-benefitted property. The 37.937 acres of undeveloped property is anticipated to be developed with multi-family uses.

5. The 2003 SAP has not been modified. Texas Local Government Code Chapter 372 provides that the Service Plan shall be reviewed and updated annually for the purpose of determining the annual budget for improvements. Tex. Loc. Gov't Code §372.013. An assessment plan must be included in an annual service plan. The preparation of the SAP may be delegated to an advisory body, but the City Council as the governing body of the municipality is responsible to annually consider the proposed plan, apportion the cost of the improvements assessed against the property in the District and prepare a proposed assessment roll. The municipality must conduct a public hearing on the proposed assessment roll, and upon concluding the public hearing, pass on any objections to the proposed assessments and must, by ordinance or order, levy the assessments. Tex. Loc. Gov't Code 372.016-.017.

6. In the Fall of 2017, property owner inquiries regarding the operation of the District resulted in the Hunters Crossing Local Government Corporation and the new City Council to engage professionals to examine the state of the District and engage with the Original Developer and subsequently the current Developer to reconcile the District operation.

7. Contemporaneously, approximately 15 residents of the District initiated legal action against a host of civil defendants alleging liability for flood damage to their homes in the District. The legal action placed the City, Hunters Crossing Local Government Corporation, the Original Developer, among several others in litigation as Defendants.

8. Municipal records prior to the Fall of 2017 do not demonstrate statutory compliance in the operation of the District. Legal counsel for the City, the Hunters Crossing Local Government Corporation and the Developer have found several provisions of the existing 2003 SAP unworkable, necessitating this amendment and restatement.

9. The Original Developer issued written notice of assignment of the District Development and Reimbursement Agreement to TF Hunters Crossing, LP., the current Developer in February 2018, placing addition complexities into the examination.

10. After months of examination, evaluation, and development of materials to reconcile the District operation, the preparation of amended and restated documentation including this Amended and Restated Service and Assessment Plan, are necessary to support of the continued operation of the District to its conclusion.

11. On September 10, 2019, the City Council approved Ordinance No. 2019-~~____~~40, and on September 24, 2019, City Council adopted Ordinance No. 2019-~~____~~40 , which approved and accepted this Amended and Restated Service and Assessment Plan, including the updated Assessment Roll attached as **Exhibit F** (as amended and updated from time to time, the "**SAP**"), which replaces the 2003 SAP in its entirety.

12. Capitalized terms used in this SAP shall have the meanings given to them in **Section I.B** unless otherwise defined in this SAP or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a "Section" or an "Exhibit" shall be a reference to a Section of this SAP or an Exhibit attached to and made a part of this SAP for all purposes.

13. The Act governs the creation of public improvement districts within the corporate limits and extraterritorial jurisdiction of Texas municipalities and counties. The Act, among other things, governs the process by which Costs of Authorized Improvements are apportioned to and assessed against the Property based on the special benefit conferred on the Property by the Authorized Improvements.

14. The Act requires a service plan covering a period of at least five (5) years and defining the annual indebtedness and projected cost of the Authorized Improvements (as updated, from time to time, a "**Service Plan**"). The Updated Service Plan is contained in **Section IV**.

15. The Act requires that the Service Plan include an assessment plan that assesses the Costs of the Authorized Improvements against the Property based on the special benefits conferred on the Property by the Authorized Improvements (as updated, from time to time, an "**Assessment Plan**"). The Assessment Plan is contained in **Section V**.

16. The Act requires an assessment roll, which may be in one or more parts, that states the assessment against each Parcel of Assessed Property determined by the method chosen by the City Council (as updated, from time, the "**Assessment Roll**"). The assessment against each Assessed Parcel must be sufficient to pay the share of the Costs apportioned to the Parcel and cannot exceed the special benefit conferred on the Parcel by the Authorized Improvements. The Assessment Roll is attached as **Exhibit F**.

B. Definitions

1. **"Act"** is defined in **Section I.A.1**.

2. **"Administrator"** means the person or independent firm designated by the City Council to perform the duties and obligations of the "Administrator" in this SAP. The City Council has currently designated the Hunters Crossing Local Government Corporation as the administrator of the District, but may designate others in its discretion in the future.

3. **"Annual Installment"** means the annual installment payments of an Assessment calculated by the Administrator and approved by the City Council, including: (1) annual Costs of the Capital Improvements, including the Capital Improvement Supplemental Services; and (2) the annual Costs of the Operational and Maintenance Supplemental Services. The Annual Installments will be reviewed and adjusted each year as part of the Annual Service Plan Update; provided, however, the total Assessment related to the Costs of the Capital Improvements, including the Capital Improvement Supplemental Services, may not be increased. The portion of the Annual Installment related to the Costs of the Operational and Maintenance Supplemental Services shall be adjusted each year as described in **Section III** and **Section V** below.

4. **"Annual Service Plan Update"** means an update to the Service Plan prepared no less frequently than annually by the Administrator and approved by the City Council.

5. **"Assessed Property"** or **"Assessed Parcels"** means any Parcel or Lot against which an Assessment is levied.

6. **"Assessment"** means an assessment levied against a Parcel pursuant to the Act, including specifically the Commercial Assessments, the Undeveloped Lot Assessment, the Multi-Family Assessments, and the Single-Family Assessments.

7. **"Assessment Ordinance"** mean Ordinance No. 2003-35 adopted by the City Council in accordance with the Act on December 9, 2003, and recorded as Instrument No. 200401641 in the real property records of the County, as supplemented by Ordinance No. 2004-42 adopted by the City Council on December 14, 2004 and recorded as Instrument No. 200420005 in the real property records of the County to correct omissions or mistakes discovered in the Assessment Roll consisting of scrivener's and mathematical errors as well as a failure to denote the effects of rounding in the conversion of square feet pursuant to Section 372.019 of the Act.

8. **"Assessment Roll"** means the assessment roll, in one or more parts, for the Assessed Property within the District, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the Act, including updates prepared in connection

with the issuance of PID Bonds or in connection with any Annual Service Plan Updates. The Assessment Roll is attached as **Exhibit F** to this SAP.

9. **"Assessment Plan"** is defined in **Section I.A.15**.

10. **"Authorized Improvements"** mean, collectively, the public improvements and supplemental services described in **Section III** and **Exhibit D** of this SAP and any updates and/or amendments that are authorized by the Act to be undertaken for the benefit of the Assessed Property.

11. **"Capital Assessment"** means, Assessments levied against Parcels for Capital Improvements and Capital Improvement Supplemental Services.

12. **"Capital Improvements"** are listed in **Section III.B**.

13. **"Capital Improvement Supplemental Services"** is defined in **Section III.C**.1.

14. **"City"** is defined in **Section I.A.1**.

15. **"City Council"** is defined in **Section I.A.1**.

16. **"Commercial Assessment"** means an assessment levied against a Commercial Lot pursuant to the Assessment Ordinance and the Act.

17. **"Commercial Lots"** means a Parcel shown on the Final Plat or a subsequent final plat approved by the City designated for use as a commercial lot. Such term does not include the Undeveloped Lot (defined below) until a building permit for vertical improvement is issued for such lot.

18. **"Costs"** mean, with respect to Authorized Improvements, the actual costs paid or incurred by or on behalf of owners and developers of the Property: (1) to plan, finance, design, acquire, construct, install, and dedicate such improvements to the City; (2) to prepare plans, specifications (including bid packages), contracts, and as-built drawings; (3) to obtain zoning, licenses, plan approvals, permits, inspections, and other governmental approvals; (4) to acquire easements and other right-of-way; (5) for both city and developer third-party professional consulting services including, but not limited to, engineering, surveying, geotechnical, land planning, architectural, landscaping, legal, accounting, and appraisals; (6) of labor, materials, equipment, fixtures, payment and performance bonds and other construction security, and insurance premiums; (7) of fees charged by the City or any other political subdivision or governmental authority; and (8) to implement, administer, and manage the above-described activities.

19. **"County"** means Bastrop County, Texas.

20. **"Delinquent Collection Costs"** mean, for a Parcel, interest, penalties, and other costs and expenses authorized by the Act that directly or indirectly relate to the collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under this Annual Service Plan Update, including costs and expenses to foreclose liens.

21. **"Developer"** means TF Hunters Crossing, L.P., a Delaware limited partnership, including its related entities and its successors and assigns.

22. **"Development Agreement"** means the *Public Improvements District Development and Reimbursement Agreement*, effective February 24, 2004, by and between the City, Hunters Crossing Local Government Corporation (the "Corporation"), and Sabine Investment Company assigned to Developer on February 8, 2018, for purposes of acquiring all or part of the Original Developer's assets, and such assignment does not relieve the Original Developer of liability under the Original Agreement; and as amend and restated to be effective on September 24, 2019.

23. **"District"** is defined in **Section I.A.1**.

24. **"Final Plat"** means the Final Plat of *Hunters Crossing Sections 1A – 9C,* as re-subdivided and approved by the City Council.

25. **"Hunters Crossing Local Government Corporation" or "HCLGC"** means the entity acting as an advisory body to the District under the Act and that the City has appointed as the Administrator.

26. **"Indenture"** means an indenture of trust, trust agreement, ordinance or similar document between the City and the Trustee setting forth terms and conditions relating to a series of PID Bonds, as the same may be modified, amended and/or supplemented from time to time.

27. **"Land Use Category"** means classification of a Parcel by its intended use (commercial, multi-family, single-family residential, Public Property, etc.).

28. **"Multi-Family Assessment"** means an assessment levied against a Multi-Family Lot pursuant to the Assessment Ordinance and the Act.

29. **"Multi-Family Lot"** means a Parcel shown on the Final Plat designated for use as a multi-family lot.

30. **"Non-Benefited Property"** means Parcels (or any other portions of the Property) that receive no special benefit from the Authorized Improvements, including but not limited to Public Property and LOT 3-B, RESUB. of LOT 3, HUNTERS CROSSING SEC ONE-A.

31. **"Original Developer"** means the predecessors to the Developer consisting of Sabine Investment Company, a Delaware corporation, and Forestar (USA) Real Estate Group Inc., a Delaware corporation, as applicable.

32. **"Operational and Maintenance Supplemental Services"** is defined in **Section III.C**.2.

33. **"Parcel"** or **"Parcels"** means a portion of the Property identified by either a property identification number assigned by the Bastrop Central Appraisal District for real property tax purposes, by lot and block number in a final subdivision plat, or by a metes and bounds description.

34. **"PID Bonds"** mean bonds, notes or other obligations, if any, issued by the City, in one or more series, to finance the Authorized Improvements and secured by Assessments, including Annual Installments thereof.

35. **"Prepayment Costs"** mean, to the extent allowed by the Act: (1) costs, and expenses, if any, arising under the Indenture and resulting from the prepayment of an Assessment; and (2) third-party costs and expenses, if any, paid or incurred by the City and resulting from the prepayment of an Assessment.

36. **"Property"** is defined in **Section II.A.**

37. **"Public Property"** means real property, whether conveyed or dedicated in fee simple, as an easement, license, or otherwise, to the Federal Government, to Bastrop County, to the City, to the HCLGC or to any other political subdivision, public or government agency, or public utility.

38. **"SAP"** is defined in **Section I.A.11**.

39. **"Service Plan"** is defined in **Section I.A.14**.

40. **"Single-Family Assessments"** means an assessment levied against a Single-Family Residential Lot pursuant to the Assessment Ordinance and the Act.

41. **"Single-Family Residential Lot"** means a Parcel shown on the Final Plat designated for use as a single-family residential lot.

42. **"Supplemental Services"** are listed in **Section III**.

43. **"Trustee"** means the trustee (or successor trustee) under an Indenture.

44. **"Undeveloped Lot Assessment"** means an assessment levied against the Undeveloped Lot pursuant to the Assessment Ordinance and the Act.

45. **"Undeveloped Lot"** means that Parcel shown on the April 2017 Final Plat or a subsequent final plat approved by the City designated for use as a commercial lot which is all or part of that certain 37.937 acres (originally 43 acres) assigned tax parcel # 47760. Upon the issuance of a building permit for vertical improvement on the Undeveloped Lot, such lot shall become either a Commercial Lot or a Multi-Family Lot (as defined above) for all purposes under this SAP.

SECTION II: THE PROPERTY

A. The Property includes approximately 283.001 contiguous acres within the corporate limits of the City as generally described in **Section I.A.2** and more particularly described by metes and bounds on **Exhibit A** and depicted in **Exhibit B** (the "**Property**"). Development of the Authorized Improvements has been completed, and the vertical development on all but the Undeveloped Lot has been completed or has already begun. The final plats as recorded in the real property records of Bastrop County, Texas (the "**County**") and listed on **Exhibit C**.

B. Since the inception of the District, the Parcels within the District have undergone changes that the 2003 SAP did not anticipate or properly account for. This Amended and Restated Service and Assessment Plan addresses and resolves any discrepancies.

1. **Changes to the Residential Property**

Under the 2003 SAP assessment roll, the principal Capital Assessment amount per lot was $9,907, but a $6,192 lump-sum payment option was allowed. The option to pay this $6,192 amount expired when the first Annual Installment payment was made. In the 2003 SAP assessment roll, the Annual Installment payments for 25 years totals $8,799. As the option to pay $6,192 has expired, the amount levied for Capital Assessments per Single-Family Residential Lot is $8,799. The 2003 SAP also anticipated 464 Single-Family Residential Lots (464 lots x $9,907 assessment = $4,596,717 total Capital Assessment levied for all Single-Family Residential Lots). Even though 464 lots were anticipated, actual development resulted in 510 Single-Family Residential Lots. Due to change in use of certain Parcels, under this Amended and Restated Service and Assessment Plan, there are 510 Single-Family Residential Lots.

2. Changes to the Commercial Property

Under the 2003 SAP, assessments were levied on 83.82 acres of commercial property. Due to change in use of certain Parcels, under this Amended and Restated Service and Assessment Plan, the Commercial Lots total 27.434 acres.

3. Changes to the Multi-Family Property

Under the 2003 SAP, assessments were levied on 34.32 acres of multi-family property. Due to change in use of certain Parcels, under this Amended and Restated Service and Assessment Plan, the Multi-Family Lots total 24.523 acres.

4. Changes to the Undeveloped Lot

Under the 2003 SAP, the Undeveloped Lot was anticipated to be developed as 14.84 acres multi-family use and 27.58 acres commercial use. Due to change in use of certain Parcels, under this Amended and Restated Service and Assessment Plan, the Undeveloped Lot totals 37.937 acres and is anticipated to be developed with multi-family uses.

SECTION III: AUTHORIZED IMPROVEMENTS; COSTS

A. As described in this **Section III,** the Authorized Improvements consist of: (1) Capital Improvements and (2) Supplemental Services. The City Council has previously reviewed and approved the Costs of the Authorized Improvements set forth in **Exhibit D**. The Costs of the Capital Improvement and related Capital Improvement Supplemental Services approved for reimbursement to the Developer equals $11,961,260, subject to any continuing Supplemental Services expenses incurred by the City or the District. The City also approved $5,400,000 in total Costs for the Operational and Maintenance Supplemental Services.

B. Capital Improvements.

The Authorized Improvements consisting of Capital Improvements are listed below and have been completed and accepted by the City, except for the completion of Bear Hunter Drive to be constructed in accordance with the Development Agreement, as amended. The City Council, based on information provided by the Original Developer, its engineer and reviewed by the City staff, determined that the Capital Improvements described below, and itemized in the opinion of probable costs attached as **Exhibit D-1**, are public improvements authorized by the Act that confer a special benefit on the Assessed Property. The City Council further determined that the Costs of the Capital Improvements shown on **Exhibit D-1** were determined based on engineering reports prepared on behalf of the Original Developer. The completed Capital Improvements consisted of the following:

1. **WATER DISTRIBUTION SYSTEM IMPROVEMENTS** consisting of improvements necessary to provide water services to the Assessed Property.

2. **WASTEWATER COLLECTION SYSTEM IMPROVEMENTS** consisting of improvements necessary to provide wastewater services to the Assessed Property.

3. **STORM DRAINAGE AND DETENTION IMPROVEMENTS** consisting of improvements necessary to provide storm drainage to the Assessed Property.

4. **PUBLIC STREET IMPROVEMENTS** consisting of improvements necessary to provide the Assessed Property with access within the District as well as to provide necessary access to community roads and state highways.

5. **LANDSCAPING, OPEN SPACE, RECREATIONAL AND PARK IMPROVEMENTS** consisting of installation of landscaping in public rights-of-way and public open spaces, public signage and establishment and improvement of open spaces, including dedication of land to the City for Hunters Crossing Park, construction of Hunters Crossing Park, and construction of a hike/bike trail system.

C. **Supplemental Services**. The Authorized Improvements consisting of Supplemental Services are listed below and the Costs of such Supplemental Services have been approved by the City. The Supplemental Services consist of two parts:

1. Costs related to the Capital Improvements consisting of planning, legal, administrative, and civil engineering, which include the creation of the District and District activities in connection with the Developer during ongoing operations (collectively, the "**Capital Improvement Supplemental Services**"). Assessments related to Capital Improvement Supplemental Services will be pledged to the PID Bonds; and

2. Costs related to operation and maintenance of the District by the City, consisting of: (a) the on-going administration and operation of Hunters Crossing PID until dissolution, which may include (but are not limited to), general administration, financial, legal and assessment collection services, including those related to: (i) annual collection costs, costs of the Administrator related to Annual Service Plan Updates, the calculation, billing and collection of Assessments or the Annual Installments thereof; (ii) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City or the Administrator; (iii) maintaining records with respect to the ongoing operations of the District, including Annual Service Plan Updates and Updated Assessment Rolls; (iv) depositing and investing

Assessments, including Annual Installments thereof, in accordance with City policies and applicable laws; complying with this SAP and the Act; and (v) costs related to the issuance of PID Bonds, if issued, including costs of the paying agent/registrar, Trustee, and other legal and financial consultants in connection with the issuance and sale of such PID Bonds, costs related to continuing disclosure requirements related to such PID Bonds, and costs relate to the refunding of such PID Bonds, if applicable; and (b) operation, maintenance, and repair of all Capital Improvements, including but not limited to the park and landscaping improvements, public rights-of-way, easements, and Hunters Crossing Park (collectively, the "**Operational and Maintenance Supplemental Services**"). The Costs of the Operational and Maintenance Supplemental Services vary each year and will be collected as a distinct annual amount of the Annual Installment of the Assessments, which are updated each year as part of the Annual Service Plan Update. Assessments related to Operational and Maintenance Supplemental Services will not be pledged to the PID Bonds.

D. Developer Reimbursement Payments for Authorized Improvements.

Consistent with the terms of the Development Agreement, the Original Developer has received reimbursements in the aggregate totaling $2,205,097.71 for approved expenditures for Authorized Improvements. Prior to the issuance of PID Bonds or if PID Bonds are never issued, the portions of the Assessments, including the Annual Installments thereof, related to the Capital Improvements (including the Capital Improvement Supplemental Services) will be collected each year and paid on an annual basis by the Administrator to the Developer, until the expiration of the time period for the collection of the Assessments as shown in **Section VI.A**. If PID Bonds are issued, the portion of Assessments, including the Annual Installments thereof, related to the Capital Improvements (including the Costs of the Capital Improvement Supplemental Services) will be pledged to the PID Bonds and the Developer will be reimbursed for the total remaining Costs of the Capital Improvements (including the Costs of the Capital Improvement Supplemental Services) from the net proceeds of the PID Bonds.

E. Supplemental Services Reimbursement Payments.

Consistent with the terms of the Service and Assessment Plan, as of February 2019, the District collected $1,258,900 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original $5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 76.69% remains levied, but uncollected and available for collection, on an as needed basis, annually for the operation and maintenance of the District as defined in Section III.C.2. Contracted third parties and the City are paid from these

funds for the above described expenditures in the course of operating the District. All budgets and expenditures are approved annually at City Council meetings open to the public, and all owners are provided notice of the public hearing date, times and location, as well as the anticipated amount of the Operational and Maintenance Supplemental Services levy for the respective fiscal year. The City shall collect the portion of the Assessments, including the Annual Installments thereof, related to the Operational and Maintenance Supplemental Services on an annual basis for payment of the Costs of such Operational and Maintenance Supplemental Services until the expiration of the time period for the collection of assessments as shown in **Section VI.A**.

SECTION IV: SERVICE PLAN

The PID Act requires the service plan to cover a period of at least five years. The service plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the District during the five-year period. The Updated Service Plan attached as **Exhibit E** covers a period of at least five years, including the expended costs of the Authorized Improvements and the projected annual indebtedness for the Authorized Improvements. The Service Plan must be reviewed and updated by the City Council at least annually.

SECTION V: ASSESSMENT PLAN

The Act allows the City Council to apportion the District costs on the basis of special benefit conferred upon the property because of the Authorized Improvements. The Act provides that such costs may be apportioned: (i) equally per front foot or square foot; (ii) according to the value of property as determined by the City Council, with or without regard to improvements constructed on the property; or (iii) in any other manner approved by the City Council that results in imposing equal shares of such costs on property similarly benefited. The Act further provides that the City Council may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the municipality and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and

governmental powers and is conclusive and binding on the current property owner and all future property owners and developers of the Assessed Property.

The Assessment for each property owner may be adjusted following each Annual Service Plan Update. The Costs of the Authorized Improvements have been allocated as follows:

A. Allocation of Costs of Capital Improvements and Capital Improvement Supplemental Services): The City Council has allocated the Costs of the Capital Improvements (including Costs of Capital Improvement Supplemental Services) to the Assessed Property by Land Use Category based on engineering reports and cost allocation analysis provided by the Original Developer[1].

1. **Commercial Lots**: The Costs of the Capital Improvements (including Costs of Capital Improvement Supplemental Services) equaling $5,282,078[2] are allocated to the Commercial Lots pro rata based on square footage of each Parcel at an Annual Installment rate of $0.071 per square foot.

2. **Multi-Family Lots**: The Costs of the Capital Improvements (including Costs of Capital Improvement Supplemental Services) equaling $2,082,464[3] are allocated to the Multi-Family Lots pro rata based on square footage of each Parcel at an Annual Installment rate of $0.068 per square foot.

3. **Single-Family Residential Lot**: The Costs of the Capital Improvements (including Costs of Capital Improvement Supplemental Services) equaling $4,596,717[4] are allocated to the Residential Lots on a per lot basis in Annual Installments. The published 25-year payment schedule totaled a maximum payment of $8,799 for each of the Residential Lots.

4. **Undeveloped Lot**: The Costs of the Capital Improvements (including Costs of Capital Improvement Supplemental Services) allocated to the Undeveloped Lot required re-allocation due to the change in use of the Undeveloped Lot. Under the 2003 SAP, the Undeveloped Lot was anticipated to be developed as 14.84 acres multi-family use and 27.58 acres commercial use. The Undeveloped Lot totals 37.937 acres and is anticipated to be developed with multi-family uses and, as a result, will pay a Capital Assessment of $2,564,916.92.

[1] See Original Assessment Ordinance, SAP Exhibit F, Table A.
[2] See Original Assessment Ordinance, SAP Exhibit F, Table A.
[3] See Original Assessment Ordinance, SAP Exhibit F, Table A.
[4] See Original Assessment Ordinance, SAP Exhibit F, Table A.

B. **Allocation of Costs of Operational and Maintenance Supplemental Services**: The City Council has allocated the Costs of the Operational and Maintenance Supplemental Services related to operation and maintenance estimated to be approximately $5,400,000 over 25 years based on value per square foot for Commercial Lots and Multi-Family Lots and per Lot for Single-Family Residential Lots based on schedules from the Original Developer.[5] Such Costs of the Operational and Maintenance Supplemental Services may increase or decrease each year based on the actual operation and maintenance costs of the Capital Improvements and costs of administering and operating the District, including the costs of collecting the Assessments.

C. **Findings of Special Benefit.** Assessed Property must receive a direct and special benefit from the Authorized Improvements, and this benefit must be equal to or greater than the amount of the Assessments. The Authorized Improvements are provided specifically for the benefit of the Assessed Property. The City Council, acting in its legislative capacity based on information provided by the Original Developer and its engineer and reviewed by the City staff and by third-party consultants retained by the City, find and determine that the Costs of the Capital Improvements are greater than the $11,961,260 Capital Assessment amount. The City acknowledges that the Developer invested over $18 million in Capital Improvements.[6] To date, the Developer has incurred a total of $17,863,456 in PID improvement costs, which includes: (i) $17,317,898 through June 30, 2010 and (ii) an additional $545,558 paid to construct Bear Hunter Drive. The Developer is estimated to spend an additional $256,443 required to construct the remaining portion of Bear Hunter Drive.

1. The Costs of the Capital Improvements (including Costs of Capital Improvement Supplemental Services) that were levied as Assessments equal $11,961,260 consisting of:

a. The Capital Improvement portion of the Commercial Assessments representing 44.16% of the Costs of the Capital Improvements levied totaling $5,282,078 which amount required re-allocation based in the change in use of the Undeveloped Lot; and

b. The Capital Improvement portion of the Multi-Family Assessments representing 17.41% of the Costs of the Capital Improvements levied totaling $2,082,464; and

c. The Capital Improvement portion of the Single-Family Assessments levied totaling $4,596,717. The City Council in its legislative capacity has found and determined that properties purchased in earlier years benefitted more from the Capital Improvements than properties purchased in later years and, therefore, assuming

[5] See Original Assessment Ordinance, SAP, Section III.

[6] See Original Assessment Ordinance, SAP Exhibit F, Table A. The Developer's investment includes Costs paid directly by the Original Developer in the amount of $1,868,947.

no collection delinquencies, any unpaid portion of an Assessment remaining after January 31, 2030 shall be reduced to zero and all liens related to any remaining unpaid Assessments shall be released; and

d. The Capital Improvement portion of the Undeveloped Lot totaling $2,564,916.92.

Further, the City Council, acting in its legislative capacity based on information provided by the Original Developer and its engineer and reviewed by the City staff found and determined that the projected Costs of the Operational and Maintenance Supplemental Services for 25 years totaled $5,400,000[7]; however, such Costs of the Operational and Maintenance Supplemental Services may increase or decrease each year based on the actual operating and maintenance costs including all administration costs and the costs of collecting the Assessments.

1. The Operational and Maintenance Supplemental Services portion of the Commercial Assessments representing approximately $4,590,000 of the Costs of the Operational and Maintenance Supplemental Services has been levied on an annual basis against the Commercial Lots and the Undeveloped Lot based on a square footage basis at $0.045 per square foot. Since 2015, the City Council reduced that the Costs of the Operational and Maintenance Supplemental Services to $0.0317 per square foot. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update; and

2. The Operational and Maintenance Supplemental Services portion of the Multi-Family Assessments and the Undeveloped Lot Assessments representing approximately $469,825 of the Costs of the Capital Improvement Supplemental Services has been levied each year against the Multi-Family Lots based on a square footage basis at $0.056 per square foot. Since 2015, the City Council reduced that the Costs of the Operational and Maintenance Supplemental Services to $0.0317 per square foot. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update; and

3. The Operational and Maintenance Supplemental Services portion of the Single-Family Assessments representing approximately $340,175 of the Costs of the Operational and Maintenance Supplemental Services has been levied against the Single-Family Residential Lots each year based on a per lot basis at $26.00 per Single-Family Residential Lot per year. Since 2015, the City Council reduced that the Costs of the Operational and Maintenance Supplemental Services to $23.16 per lot. It is

[7] See Original Assessment Ordinance, SAP Exhibit E-2 - Summary of All PID Costs.

anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update.

The Costs of the Authorized Improvements, including the Capital Improvements, the Capital Improvement Supplemental Services and the Operational and Maintenance Supplemental Services total $23,528,899. The Costs of the Capital Improvements and Capital Improvement Supplemental Services portion of the have been levied as Assessments of $11,961,260 against the Assessed Property. The Costs of the Operational and Maintenance Supplemental Services have been levied and collected prior to this Amended and Restated Service and Assessment Plan in the aggregate amount of $1,258,900 to pay actual costs of the operation and maintenance of the District. The special benefit received by the Commercial Lots, Multi-Family Lots, Single-Family Residential Lots and Undeveloped Lot is greater than the aggregate principal amount of Assessments levied. The special benefit received by the Commercial Lots, Multi-Family Lots, Single-Family Residential Lots and Undeveloped Lot is greater than the Costs of the Authorized Improvements levied as Assessments against the Assessed Property.

D. **Annual Costs of Operational and Maintenance Supplemental Services**. Annual Costs of Operational and Maintenance Supplemental Services shall be shared pro-rata among all Parcels. Amounts collected each year for Costs of Operational and Maintenance Supplemental Services that are not expended shall be carried forward and applied to projected Costs of Operational and Maintenance Supplemental Services for the upcoming year to reduce the amount collected for such Costs in the upcoming year so as to avoid over-collection.

SECTION VI: ASSESSMENTS AND ANNUAL INSTALLMENTS

A. **Assessments and Annual Installments.** Assessments, including the Annual Installments thereof, shall be calculated and collected each year in an amount sufficient to pay the indebtedness for the Authorized Improvements, including amounts owed to the Developer under the Development Agreement for the Costs of the Capital Improvements and all Supplemental Services, whether paid from PID Bonds or paid from the annual collection of Assessments. The City reserves the right to refund PID Bonds in accordance with the Act. To the extent Assessments are not paid in full, they shall be collected as follows:

1. If not paid in full, Commercial Assessments shall be collected in Annual Installments with each Annual Installment becoming delinquent if not paid on or before January 31st and shall continue until the amount of such Commercial Assessment is paid in full or through January 31, 2034. The City Council in its legislative capacity has found and determined that properties purchased in earlier years benefitted more from the

Capital Improvements than properties purchased in later years and, therefore, any unpaid portion of an Assessment remaining after January 31, 2034, which is not delinquent, shall be reduced to zero and all liens related to any remaining unpaid Assessments shall be released.

2. If not paid in full, Multi-Family Assessments and Undeveloped Lot Assessment shall be collected in Annual Installments with each Annual Installment becoming delinquent if not paid on or before January 31st and shall continue until the amount of such Multi-Family Assessments and Undeveloped Lot Assessment are paid in full or through January 31, 2041. The City Council in its legislative capacity has found and determined that properties purchased in earlier years benefitted more from the Capital Improvements than properties purchased in later years and, therefore, any unpaid portion of an Assessment remaining after January 31, 2041, which is not delinquent, shall be reduced to zero and all liens related to any remaining unpaid Assessments shall be released.

3. If not paid in full, Single-Family Assessments shall be collected in Annual Installments with each Annual Installment becoming delinquent if not paid on or before January 31st and shall continue until January 31, 2030. The City Council in its legislative capacity has found and determined that properties purchased in earlier years benefitted more from the Capital Improvements than properties purchased in later years and, therefore, any unpaid portion of an Assessment remaining after January 31, 2030, which is not delinquent, shall be reduced to zero and all liens related to any remaining unpaid Assessments shall be released.

4. The following table summarizes the Capital Assessment Rate by Lot Type.

Lot Type	Collected Through FY[8]	Paid January 31	Capital Assessment Rate[9]
Single-Family Residential	2029	2030	$380 / lot
Commercial	2033	2034	.071 / sq. ft.
Multi-Family	2040	2041	.068 / sq. ft.
Undeveloped Lot	2040	2042	.068 / sq. ft.

[8] Assessments due by January 31st, the following fiscal year.
[9] Same assessment rates collected for Fiscal Year 2019 for Commercial, Multi-Family, and Undeveloped.

B. Reallocation of Assessments.

1. *Upon Division of Commercial, Undeveloped or Multi-Family Lots*.

Upon the division of any Assessed Property consisting of a Commercial, Undeveloped or Multi-Family Lot, the Administrator shall reallocate the Assessment for such Commercial, Undeveloped or Multi-Family Lot prior to the division among the newly divided Assessed Properties according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property

B = the Assessment for the Assessed Property prior to division

C = the estimated square footage of the newly divided Assessed Property

D = the sum of the estimated square footage for all of the newly divided Assessed Properties

The calculation of the buildout value of an Assessed Property shall be performed by the Administrator based on information from the Developer, homebuilders, market studies, appraisals, official public records of the County, and any other relevant information regarding the Assessed Property. The calculation as confirmed by the City Council shall be conclusive.

2. *Upon Consolidation of Commercial, Undeveloped or Multi-Family Lots*.

If two or more Parcels of Assessed Property consisting of Commercial, Undeveloped, or Multi-Family Lots are consolidated, the Administrator shall allocate the Assessments against the Parcels before the consolidation to the consolidated Parcel, which allocation shall be approved by the City Council in the next Annual Service Plan Update.

3. *Reallocation for Residential Single-Family Lots.*

Reallocation of an Assessment levied against Assessed Property consisting of a Single-Family Residential Lot upon division or consolidation of such Single-Family Residential Lot shall be pro-rata based on square footage.

C. Mandatory Prepayment of Assessments.

1. If Assessed Property is transferred to a person or entity that is exempt from payment of the Assessment, the owner transferring the Assessed Property shall pay the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs to the City, prior to the transfer unless the transfer is made in lieu of condemnation in which case the Assessment will be re-allocated to the portion of the Assessed Property

not transferred under threat of condemnation, if any. If the owner of Assessed Property causes the Assessed Property to become Non-Benefited Property as the result of a change in use, the owner causing the change in status shall pay the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs, prior to the change in status.

D. Adjustment of Assessments.

1. If the Costs of Operational and Maintenance Supplemental Services each year are less than the Costs used to calculate the portion of the Annual Installment of the Assessments for such Operational and Maintenance Supplemental Services, then City Council shall adjust the portion of the Annual Installment of the Assessment for the following year on a pro-rata basis such that the sum of the resulting adjusted Assessments for all Assessed Property equals the adjusted Costs. Excess PID Bond proceeds shall be applied to redeem outstanding PID Bonds. Assessments shall never be reduced to an amount less than the outstanding PID Bonds, if issued, or the remaining unpaid Costs of the Capital Improvements and Supplemental Services if no bonds are issued.

2. The Administrator shall update (and submit to the City Council for review and approval as part of the next Annual Service Plan Update) the Assessment Roll and corresponding Annual Installments to reflect the adjusted Assessments.

E. Payment of Assessments.

1. The owner of Assessed Property may pay, at any time and without penalty, all or any part of a Capital Assessment in accordance with the Act. If an Annual Installment has been billed prior to payment, the Annual Installment shall be due and payable and shall be applied against the payment of any amount due then to the remaining balance.

2. In the event an owner of an Assessed Property desires to pay the Capital Assessment portion of the Assessment:

a. In full: (1) the Administrator shall cause the Capital Assessment to be reduced to zero and the Assessment Roll to be revised accordingly; (2) the Administrator shall cause the revised Assessment Roll to be approved by the City Council as part of the next Annual Service Plan Update; (3) the obligation to pay the Capital Assessment and corresponding Annual Installments shall terminate; (4) the City shall provide the owner with a recordable "Notice of PID Capital Assessment Termination"; and (5) the Administrator shall work with the City to file in the real property records of the County a Release of Lien in the form attached hereto as **Exhibit H**.

b. In part: (1) the Administrator shall cause the Capital Assessment to be reduced and the Assessment Roll revised accordingly; (2) the Administrator shall cause the revised Assessment Roll to be approved by the City Council as part of the next Annual Service Plan Update; and (3) the outstanding obligation of the Capital Assessment shall be reduced.

F. Annual Installments.

1. Assessments that are not paid in full shall be due and payable in Annual Installments. **Exhibit F-1** show the Fiscal Year 2020 Annual Installments for (a) the Commercial Lots, (b) Multi-Family Lots, (c) the Undeveloped Lot, and (d) the Single-Family Residential Lots, respectively. Annual Installments are subject to adjustment in each Annual Service Plan Update.

2. The Administrator shall prepare and submit to the City Council for its review and approval an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include an updated Assessment Roll and updated calculations of unpaid Assessments. Annual Costs of Operational and Maintenance Supplemental Services shall be allocated pro rata among Parcels for which the Assessments remain unpaid. Annual Installments shall be reduced by any credits applied under the Indenture, such as interest earnings on account balances, and any other funds available to the Trustee for such purposes. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the Act and in the same manner as ad valorem taxes for the City. The City Council may provide for other means of collecting Annual Installments. Assessments shall have the lien priority specified in the Act.

3. Sales of Assessed Property for nonpayment of Annual Installments shall be subject to the lien for the remaining unpaid Annual Installments against the Assessed Property, and the Assessed Property may again be sold at a judicial foreclosure sale if the purchaser fails to timely pay the non-delinquent Annual Installments as they become due and payable.

4. Each Annual Installment of an Assessment shall be updated annually. Each Annual Installment shall be delinquent if not paid prior to February 1 of the following year.

SECTION VII: ASSESSMENT ROLL

The Assessments for the Commercial, Multi-Family, Undeveloped Lot, and Single-Family Residential Lots are shown on the Assessment Roll attached as **Exhibit F**. The Administrator shall prepare and submit to the City Council for review and approval proposed revisions to the Assessment Roll and Annual Installments as part of each Annual Service Plan Update.

SECTION VIII: ADDITIONAL PROVISIONS

A. **Calculation Errors.** An owner of Assessed Property claiming that an error has been made in calculating the Assessment Roll or Annual Installments must send written notice of the alleged error to the Administrator within 30 days after the date the Assessment Roll or Annual Installments were made available for public inspection with the City Secretary. If the owner fails to give such notice, the owner shall be deemed to have accepted the calculations and to have waived any objections. The Administrator shall meet with the owner alleging the error, consider evidence regarding the alleged error, and decide whether an error has been made.

1. If the Administrator determines that no error has occurred, the owner may appeal the determination to the City Council within 30 days after notice of the determination is given to the owner. If the owner fails to appeal within such 30-day period, the owner shall be deemed to have accepted the determination of Administrator and to have waived any objections. If an appeal is timely taken, the City Council shall determine whether or not an error has occurred. If the City Council determines that an error has occurred, the Assessment Roll and Annual Installments shall be revised to correct the error.

2. If the Administrator determines that an error has occurred, notice of the error shall be given to the City Council, and the Administrator shall revise the Assessment Roll and Annual Installments accordingly.

3. Overpayments of Annual Installments shall reduce Annual Installments for following years as determined by the Administrator. Cash refunds shall not be allowed except in the final year that Annual Installments are collected. Except as provided in this Section, determinations by the Administrator shall be final and binding on the owner of the Assessed Property and on the successors and assigns of the owner. Determinations by the City Council shall be final and binding on the owner of the Assessed Property and on the successors and assigns of the owner.

~~C~~**B.** **Confirmation and Ratification of Proceedings**. The City Council has approved, confirmed and ratified in all respects the prior actions taken by the City Council relating to the creation of the District, the approval of the original service and assessment plan, and the levy of assessments within the District as outlined in **Exhibit G**.

~~D~~**C.** **Amendments.** Amendments to this Annual Service Plan Update must be made by the City Council in accordance with the Act. To the extent permitted by the Act, this Annual Service Plan Update may be amended without notice to owners of Assessed Property: (1) to correct mistakes and clerical errors; (2) to clarify ambiguities; and (3) to provide procedures to collect Assessments, Annual Installments, and other charges imposed by this Annual Service Plan Update.

~~E~~**D.** **Administration and Interpretation**. The Administrator shall: (1) perform the obligations of the Administrator as set forth in this Annual Service Plan Update; (2) administer the District for and on behalf of and at the direction of the City Council; and (3) interpret the provisions of this Annual Service Plan Update. Interpretations of this Annual Service Plan Update by the Administrator shall be in writing and shall be appealable to the City Council by owners or developers adversely affected by the interpretation. Appeals shall be decided by the City Council after holding a public hearing at which all interested parties have an opportunity to be heard. Decisions by the City Council shall be final and binding on the owners and developers and their successors and assigns.

~~F~~**E.** **Severability**. If any provision of this Annual Service Plan Update is determined by a court to be unenforceable, the unenforceable provision shall be deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions.

~~G~~**F.** **Exhibits**. The following Exhibits are attached to and made a part of this Annual Service Plan Update for all purposes:

Exhibit A	Legal Description of the Property
Exhibit B	Depiction of the Property
Exhibit C	Final Plats
Exhibit D	Authorized Improvement Costs
Exhibit D-1	Engineer's Opinion of Probable Costs of Capital Improvements
Exhibit E	Service Plan
Exhibit F	Assessment Roll
Exhibit F-1	Fiscal Year 2020 Annual Installments

Exhibit G Hunters Crossing Public Improvement District Timeline of Proceedings

Exhibit H Form Notice of PID Assessment Termination

[Remainder of page left blank intentionally.]

EXHIBIT A: LEGAL DESCRIPTION OF THE PROPERTY

FIELD NOTES FOR A 283.001 ACRE TRACT IN THE NANCY BLAKEY SURVEY, BASTROP COUNTY, TEXAS.

BEING a 283.001 acre tract or parcel of land out of and being a part of the Nancy Blakey Survey, A-98, in Bastrop County, Texas, and being a part of that certain 497.81 acre tract described in a deed from Dr. J. Gordon Bryson to Lloyd F. Ketha, dated September 9, 1950, recorded in Volume 129, Page 493, Bastrop County Deed Records. Herein described tract or parcel of land being more particularly described by metes and bounds as follows:

BEGINNING at a 3/8 inch iron rod found at a fence corner post on the south line of State Highway No. 71, the northeast corner of that certain 166 acre tract, called First Tract, described in a deed from Ivor W. Young to John Dale Weaver and wife, Charlotte Weaver, dated December 29, 1960, recorded in Volume 153, Page 338, Bastrop County Deed Records, for the northwest corner of said 497.81 acre tract and this tract.

THENCE with the south line of State Highway No. 71 and north line of said 497.81 acre tract, N 88 deg. 49 min. 00 sec. E, 2272.94 feet to a 5/8 inch iron rod set near a fence corner post for angle.

THENCE leaving said line, S 01 deg. 21 min. 51 sec. E, 286.46 feet to a 5/8 inch iron rod set for angle.

THENCE N 89 deg. 26 min. 22 sec. E, 241.62 feet to a 5/8 inch iron rod set for angle.

THENCE N 01 deg. 12 min. 09 sec. W, 289.08 feet to a 5/8 inch iron rod set on the south line of State Highway No. 71 and north line of said 497.81 acre tract for an angle corner.

THENCE with said line, N 88 deg. 49 min. 00 sec. E, 1019.24 feet to a 5/8 inch iron rod set near a fence corner post, the northwest corner of Lot 1, Covert Automobile Dealership Subdivision, as recorded in Plat Cabinet 2, Page 365A, Bastrop County Plat Records, for the upper northeast corner of this tract.

THENCE with the west line of said Lot 1, S 01 deg. 21 min. 33 sec. E, 846.82 feet to a 5/8 inch iron rod set near a fence corner post, the southwest corner of said Lot 1, for an interior corner of this tract.

THENCE with the south line of said Lot 1, S 79 deg. 14 min. 25 sec. E, 628.56 feet to a 5/8 inch iron rod found near a fence corner post, the southeast corner of Lot 1, on the west line of State Highway No. 304, for the lower northeast corner of this tract.

THENCE with the west line of State Highway No. 304, S 10 deg. 44 min. 28 sec. W, 2287.68 feet to a 1/2 inch iron rod found, near a fence corner post, on the south line of the said Nancy Blakey Survey and said 496.81 acre tract, the north line of the Mozea Rousseau Survey, A-56, the northeast corner of that certain 0.994 acre tract described in a deed from William Howard Dahse and wife, Carolyn D. Dahse, to William N. Selstad, dated April 27, 1998, recorded in Volume 908, Page 871, Bastrop County Deed Records, for the southeast corner of this tract.

THENCE with the north line of the 0.994 acre tract, S 88 deg. 35 min. 34 sec. W, 230.01 feet to a 2 inch steel fence corner post, the northwest corner of said 0.994 acre tract, the northeast corner of that certain 3.800 acre tract described in a deed from Michael S. Compton and wife, Georgia L. Compton, to William Howard Dahse and wife, Carolyn Dowdy Dahse, dated April 30, 1998, recorded in Volume 908, Page 843, Bastrop County Deed Records, for an angle in the south line of this tract.

THENCE continuing with said line, S 88 deg. 55 min. 06 sec. W, 459.21 feet to a 1/2 inch iron rod found at a fence corner post, the northwest corner of the Dahse 3.800 acre tract, the northeast corner of that certain 126.297 acre tract described in a deed from C.D. Fitzwilliam M.D. to Reid Sharp and wife, Cindy

Sharp, dated August 24, 1990, recorded in Volume 580, Page 770, Bastrop County Deed Records, for an angle corner in the south line of this tract.

THENCE continuing with said line, S 88 deg. 32 min. 30 sec. W, 1654.22 feet to a 1/2 inch iron rod found at a fence corner post, the northwest corner of the Sharp 126.297 acre tract, the lower northeast corner of the before mentioned Weaver 166 acre tract, for an angle in the south line of this tract.

THENCE continuing with said line, S 88 deg. 03 min. 49 sec. W, 1403.14 feet to a 5/8 inch iron rod set at a fence corner post, an interior corner of the Weaver 166 acre tract, for the southwest corner of said 497.81 acre tract and this tract.

THENCE with the upper east line of the Weaver 166 acre tract and west line of said 497.81 acre tract, N 00 deg. 00 min. 00 sec. E, 3242.36 feet to the POINT OF BEGINNING, containing 283.001 acres of land.

EXHIBIT B: DEPICTION OF THE PROPERTY

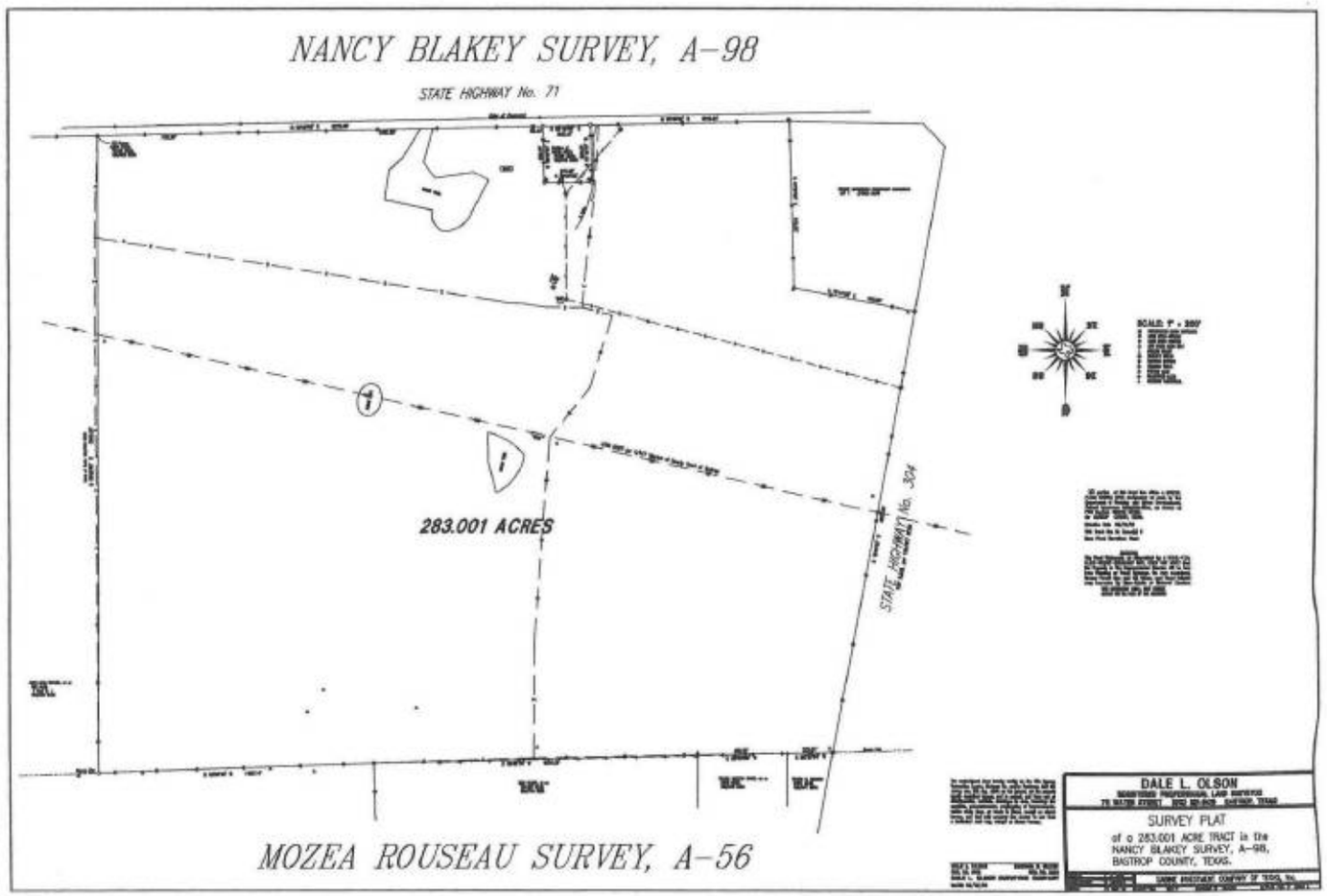


EXHIBIT C: FINAL PLATS SECTIONS 1A-9C

Plat	Plat Cabinet/Page
Hunters Crossing Section One-A	4/50-B
Resubdivision of Lot 2, Hunters Crossing Section One-A	4/58-B
Resubdivision of Lot 2-B, Hunters Crossing Section One-A	4/137-B
Resubdivision of Lot 3, Hunters Crossing Section One-A	4/149-A
Hunters Crossing Section Two A	4/107-A
Hunters Crossing Section Two B	4/105-B
Hunters Crossing Section Two C	5/21-A
Hunters Crossing Section Two D	5/90-A
Hunters Crossing Section Three A	4/111-B
Hunters Crossing Section Three B	4/130-B
Hunters Crossing Section Three C	4/159-B
Hunters Crossing Section Three D	4/175-B
Hunters Crossing Section Three E	5-143-A
Resubdivision of Lots 11-14, Block A, Hunters Crossing Section Three E	5/151-A
Hunters Crossing Section Three G	5/11-A
Hunters Crossing Section Four A	4-131-B
Hunters Crossing Section Four B	4/187-A
Hunters Crossing Section Five A	4/153-B
Hunters Crossing Section Five B	5/143-B
Resubdivision of Lots 21-33, Block A, Hunters Crossing Section Five B	5/151-B
Hunters Crossing Section Seven A	5/21-B
Hunters Crossing Section Seven B	5/113-A
Hunters Crossing Section Nine A	6/77-A
Hunters Crossing Section Nine B	6/41-A
Hunters Crossing Section Nine C	5/142-B

EXHIBIT D: AUTHORIZED IMPROVEMENT COSTS

CAPITAL IMPROVEMENT COSTS

Category	Per Original Estimate and Ordinance	Project Totals Through 6/30/2010	Note	Variance	% Var.
1. Engineers estimate of probable construction costs	$ 8,277,969	$ 12,338,635	(1)	$4,060,666	49%
2. Portion of WW-6 within the area of the ORCA grant	(27,757)	(27,757)	(5)	-	0%
3. City contribution for water/ww line oversizing	(343,408)	(343,408)	(5)	-	0%
4. Engineering, planning, and surveying	771,592	826,007	(1)	54,415	7%
5. Cost of land	551,338	551,338	(5)	-	0%
6. Legal fees	75,000	184,793	(1)	109,793	146%
7. PID consultant fees	40,000	-	(2)	(40,000)	-100%
Sub-total	9,344,734	13,529,608		4,184,874	45%
Less developers contribution (20%)	(1,868,947)	(2,705,922)	(3)	(836,975)	45%
Capital recovery amount before interest	7,475,787	10,823,686		3,347,899	45%
Interest capitalization rate of 6% for 10 years	4,485,473	6,494,212	(4)	2,008,739	45%
Total net capital recovery amount	$ 11,961,260	$ 17,317,898		$5,356,638	45%

(1) Sum of (1) equals total reviewed costs of $13,349,435
(2) PID consultant fee most likely coded with legal fees
(3) Used 20% of sub-total here based on original ordinance percentage
(4) Estimated at 60% of Capital Recovery amount before interest
(5) These amounts not verified and are based on original ordinance

CAPITAL IMPROVEMENT AND SUPPLEMENTAL SERVICES COSTS

Tract (from Master Plan)	Land Use	Acres	Capital Improvements	Subtotals	Annual Supplemental Services O & M	Annual Supplemental Services Admin	25 Year Total	Grand Total
HXC-1 (Section One-A)	Commercial	23.60	$ 1,487,335		$ 45,715	$ 5,984	$ 1,292,459	$ 2,779,794
HXC-2	Commercial	19.21	1,210,512		37,206	4,870	1,051,906	2,262,418
HXC-3	Commercial	11.46	722,148		22,196	2,905	627,529	1,349,677
HXC-4	Commercial	16.12	1,015,796		31,222	4,087	882,703	1,898,499
HXC-5	Commercial	5.80	365,485		11,234	1,470	317,598	683,083
HXC-6	Commercial	4.20	264,662		8,135	1,065	229,985	494,647
HXC-7	Commercial	2.42	152,495		4,687	613	132,515	285,010
HXC-8	Commercial	1.01	63,645	5,282,078	1,956	256	55,306	118,951
HXM-1	Multi-Family	9.00	546,101		4,358	570	123,206	669,307
HXM-2	Multi-Family	10.48	635,904		5,074	664	143,466	779,370
HXM-3	Multi-Family	14.84	900,459	2,082,464	7,186	940	203,153	1,103,612
HXR-1	Single Family	22.61	961,975		2,518	330	71,190	1,033,165
HXR-2	Single Family	12.38	526,725		1,379	180	38,980	565,705
HXR-3A	Single Family	11.16	474,618		1,243	163	35,138	509,956
HXR-3B	Single Family	8.31	353,561		925	121	26,165	379,726
HXR-3B	Single Family	3.32	141,254		370	48	10,453	151,707
HXR-4A	Single Family	22.41	953,466		2,496	327	70,560	1,024,026
HXR-4B	Single Family	8.24	350,583		918	120	25,945	376,526
HXR-5	Single Family	19.61	834,336	4,596,718	2,184	286	61,744	896,080
HXP-1 thru HXP-9	Parks & Trails	36.96	N.A.					
Collector Street ROW	Right of Way	19.86	N.A.					
TOTALS		283.00	$ 11,961,260	$ 11,961,260	$ 191,000	$ 25,000	$ 5,400,000	$ 17,361,260

Notes

1. Costs may vary and PID reimbursements are based on actual expenditures by the Developer
2. All costs noted above are a combination of estimates, and actual costs incurred. All costs and estimates will be updated annually and appropriate adjustments to assessments will be made in accordance with regulations and statutes under Chapter 372 of the Texas Local Government Code for Hunters Crossing Public Improvement District.
3. All costs are in 2003 dollars
4. No inflation is assumed
5. Costs in the PID include: water, sanitary sewer, storm sewer/drainage, streets, erosion control, electricity/gas, entry features, City fees, engineering/surveying, legal, design/planning, PID consulting, and contingency

EXHIBIT D-1: OPINION OF PROBABLE COSTS[1]

Exhibit G
Hunters Crossing PID Summary Information
19-Nov-03

PID Summary Schedule of Capital Recovery Costs

1. Engineers Estimate of Probable Construction Costs (Exhibit 1)	$ 8,277,969
2. Portion of WW-6 within the area of the ORCA Grant	(27,757)
3. City Contribution for Water & Wastewater Line Oversizing	(343,408)
4. Engineering, Planning and Surveying	771,592
5. Cost of Land (53.63 Acres @ $10,280/Acre)	551,338
6. Legal Fees	75,000
7. PID Consultant Fees	40,000
	$ 9,344,734
Less Developer Contribution of 20%	$ (1,868,947)
	$ 7,475,787
Interest Capitalization Rate of 6% for 10 Years	4,485,473
Total Net Capital Recovery Amount	$ 11,961,260

Hunters Crossing
Summary Schedule of PID Costs by Zoning
Plus Operations and Maintenance and Administration
At Full Buildout

Master Plan Zoning Designation	Total Capital Recovery Costs	Annual Assessments			Total Annual Assessments	Units At Buildout
		Capital	O & M	Admin		
		Note 2	Per Table F			
Commercial	$ 5,282,078	$211,283	$ 162,350	$ 11,040	$384,673	174
Multifamily	2,082,464	83,299	16,618	4,353	104,269	755
Single Family	4,596,717	183,869	12,032	9,608	205,508	464
See Table B	$ 11,961,260	$ 478,450	$ 191,000	$ 25,000	$ 694,450	1,393

Additional information on numbered items above:
1. **SeeEngineers Estimate of Probable Costs**
2. **See City of Bastrop ORCA contract.**
3. **See Bastrop/Sabine Investment Company Development Agreement**
4. **Engineering estimate based on 10% of estimated construction costs.**
5. **Cost of land contributed for drainage, detention, parks and other pulic areas based on comparable land values in the area.**
6. **Legal fees based on an estimte of necessary hours to complete PID formation.**
7. **PID Consultant Fees based on contract between Sabine and Park Patterson.**

Note 1: O & M Expenses are based on full buildout. To review annual costs until full buildout see Operations and Maintenance Schedule (Table F).

Note 2: Based on Capital Recovery Including 10-Year 6% Interest Reserve Straightlined Over 25 Years Plus Annual Expenses of O & M and Administration.

[1] See Assessment Ordinance, Exhibit B "Hunters Crossing Public Improvement District Service and Assessment Plan, City of Bastrop Texas, dated November 19, 2003", Section III and Exhibits G and H. Numbers shown are in 2003 dollars and assume no inflation.

Exhibit H-1

Hunters Crossing
Engineers Opinion of Probable Construction Cost
Detailed Cost Breakdown
TP-011E
May 7, 2003

STREET AND DRAINAGE				
Description	Estimated Quantity	Units	Bid Unit Price	Bid Total
SCE	1	EA	$1,500.00	$1,500.00
Silt Fence	1,983	LF	$2.10	$4,164.30
Inlet Protection	8	EA	$75.00	$600.00
Rock Berm	211	LF	$16.00	$3,376.00
Saw Cut Asphalt	41	LF	$4.00	$164.00
Excavate & Embank	5,302	CY	$2.75	$14,580.50
Backfill Curb	5,130	LF	$2.50	$12,825.00
Respread Topsoil	1,042	CY	$6.00	$6,252.00
Hydromulch	12,730	SY	$0.30	$3,819.00
Water Hydromulch	12,730	SY	$0.50	$6,365.00
4" Pavement Stripe	5,136	LF	$0.50	$2,568.00
24" Pavement Stripe	60	LF	$7.00	$420.00
Street Signs	5	EA	$7.50	$37.50
Subgrade Prep	13,620	SY	$0.75	$10,215.00
12" Flex Base	9,080	TON	$16.00	$145,280.00
2" Aspahlt Paving	11,890	SY	$4.40	$52,316.00
Curb & Gutter w/. Rebar	4,890	LF	$8.00	$39,120.00
Curb Inlet Transitions	240	LF	$12.00	$2,880.00
Sidewalk	17,500	SF	$3.15	$55,125.00
HC Ramps	12	EA	$400.00	$4,800.00
Traffic Control	1	LS	$1,000.00	$1,000.00
18" RCP	450	LF	$36.00	$16,200.00
18" Bend	3	EA	$240.00	$720.00
24" RCP	75	LF	$48.00	$3,600.00
24" Wye	1	EA	$495.00	$495.00
30" RCP	130	LF	$63.00	$8,190.00
36" RCP	90	LF	$82.00	$7,380.00
36" Wye	2	EA	$1,000.00	$2,000.00
42" RCP	600	LF	$118.00	$70,800.00
42" Wye	3	EA	$1,400.00	$4,200.00
Trench Protection	1,345	LF	$0.75	$1,008.75
Remove 42" RCP	58	LF	$6.00	$348.00
36" Headwall	1	EA	$1,650.00	$1,650.00
42" Headwall	1	EA	$2,000.00	$2,000.00
4 Sided Inlet	1	EA	$3,000.00	$3,000.00
10' Inlet	5	EA	$2,400.00	$12,000.00
8' Inlet SPL	2	EA	$2,000.00	$4,000.00
Temporary Diversion Swale	860	LF	$10.00	$8,600.00
18" & 24" Plugs	4	EA	$160.00	$640.00
5' Manhole	4	EA	$2,600.00	$10,400.00
Street End Barricade	90	LF	$27.00	$2,430.00
			Subtotal:	$527,069.05
			10% Contingency:	$52,706.91
			Total Street and Drainage:	$579,775.96
			Cost per linear foot (2583 L.F.)=	$224.46

WASTEWATER

WW-1 Description	Estimated Quantity	Units	Estimated Unit Price	Estimated Total
18" SDR-35 PVC Pipe (0-8' deep)	354	L.F.	$44.00	$15,576.00
4 ft. Dia. Wastewater Manhole	2	Ea.	$2,500.00	$5,000.00
Trench Protection	354	L.F.	$1.50	$531.00
			Subtotal:	$21,107.00
			10% Contingency:	$2,110.70
			Total Line WW-1:	$23,217.70
			Cost per linear foot=	**$65.59**

WW-2 Description	Estimated Quantity	Units	Estimated Unit Price	Estimated Total
18" SDR-35 PVC Pipe (0-8' deep)	660	L.F.	$44.00	$29,040.00
18" Ductile Iron (0-8' deep)	160	L.F.	$59.00	$9,440.00
Concrete Encasement	95	CY	$100.00	$9,500.00
4 ft. Dia. Wastewater Manhole	3	Ea.	$2,500.00	$7,500.00
Trench Protection	820	L.F.	$1.50	$1,230.00
			Subtotal:	$56,710.00
			10% Contingency:	$5,671.00
			Total Line WW-2:	$62,381.00
			Cost per linear foot=	**$76.07**

WW-3 Description	Estimated Quantity	Units	Estimated Unit Price	Estimated Total
15" SDR-35 PVC Pipe (0-8' deep)	1,120	L.F.	$35.00	$39,200.00
4 ft. Dia. Wastewater Manhole	2	Ea.	$2,500.00	$5,000.00
Trench Protection	1,120	L.F.	$1.50	$1,680.00
			Subtotal:	$45,880.00
			10% Contingency:	$4,588.00
			Total Line WW-3:	$50,468.00
			Cost per linear foot=	**$45.06**

WW-4 Description	Estimated Quantity	Units	Estimated Unit Price	Estimated Total
12" SDR-35 PVC Pipe (0-8' deep)	1,150	L.F.	$31.00	$35,650.00
12" Ductile Iron (0-8' deep)	321	L.F.	$45.00	$14,445.00
4 ft. Dia. Wastewater Manhole	5	Ea.	$2,500.00	$12,500.00
Trench Protection	321	L.F.	$1.50	$481.50
			Subtotal:	$63,076.50
			10% Contingency:	$6,307.65
			Total Line WW-4:	$69,384.15
			Cost per linear foot=	**$47.17**

WW-5 Description	Estimated Quantity	Units	Estimated Unit Price	Estimated Total
10" SDR-35 PVC Pipe (0-8' deep)	1,189	L.F.	$28.00	$33,292.00
4 ft. Dia. Wastewater Manhole	3	Ea.	$2,500.00	$7,500.00
Trench Protection	1,189	L.F.	$1.50	$1,783.50
			Subtotal:	$42,575.50
			10% Contingency:	$4,257.55
			Total Line WW-5:	$46,833.05
			Cost per linear foot=	**$39.39**

WW-6 Description	Estimated Quantity	Units	Estimated Unit Price	Estimated Total
12" SDR-35 PVC Pipe (0-8' deep)	3,354	L.F.	$31.00	$103,974.00
4 ft. Dia. Wastewater Manhole	11	Ea.	$2,500.00	$27,500.00
Trench Protection	3,354	L.F.	$1.50	$5,031.00
			Subtotal:	$136,505.00
			10% Contingency:	$13,650.50
			Total Line WW-6:	$150,155.50
			Cost per linear foot=	**$44.77**

WW-7 Description	Estimated Quantity	Units	Estimated Unit Price	Estimated Total
8" SDR-35 PVC Pipe (0-8' deep)	970	L.F.	$25.00	$24,250.00
4 ft. Dia. Wastewater Manhole	2	Ea.	$2,500.00	$5,000.00
Trench Protection	970	L.F.	$1.50	$1,455.00
			Subtotal:	$30,705.00
			10% Contingency:	$3,070.50
			Total Line WW-7:	$33,775.50
			Cost per linear foot=	**$34.82**

WW-8 Description	Estimated Quantity	Units	Estimated Unit Price	Estimated Total
8" SDR-35 PVC Pipe (0-8' deep)	970	L.F.	$25.00	$24,250.00
4 ft. Dia. Wastewater Manhole	3	Ea.	$2,500.00	$7,500.00
Trench Protection	970	L.F.	$1.50	$1,455.00
			Subtotal:	$33,205.00
			10% Contingency:	$3,320.50
			Total Line WW-8:	$36,525.50
			Cost per linear foot=	**$37.66**

WW-9 (Existing)[1] Description	Estimated Quantity	Units	Estimated Unit Price	Estimated Total
8" SDR-35 PVC Pipe (0-8' deep)	1,618	L.F.	$25.00	$40,450.00
10" SDR PVC Casing Pipe	120	L.F.	$18.00	$2,160.00
4 ft. Dia. Wastewater Manhole	5	Ea.	$1,500.00	$7,500.00
Connect to Exsiting Manhole	1	Ea.	$2,000.00	$2,000.00
			Total Line WW-9:	$52,110.00
			Cost per linear foot=	**$32.21**

WW-10 Description	Estimated Quantity	Units	Estimated Unit Price	Estimated Total
6" SDR-35 PVC Pipe (0-8' deep)	1,227	L.F.	$22.00	$26,994.00
4 ft. Dia. Wastewater Manhole	6	Ea.	$1,500.00	$9,000.00
Connect to Exsiting Manhole	1	Ea.	$2,000.00	$2,000.00
			Subtotal:	$37,994.00
			10% Contingency:	$3,799.40
			Total Line WW-8:	$41,793.40
			Cost per linear foot=	**$34.06**

FM-1 Description	Estimated Quantity	Units	Estimated Unit Price	Estimated Total
8" PVC WW-Forcemain	2,974	L.F.	$25.00	$74,350.00
16" Jack and Bore	50	L.F.	$400.00	$20,000.00
Pavement Repair	588	S.Y.	$31.00	$18,228.00
Connect to existing manhole	1	Ea.	$2,000.00	$2,000.00
			Subtotal:	$114,578.00
			10% Contingency:	$11,457.80
			Total Line FM-1:	$126,035.80
			Cost per linear foot=	**$42.38**

FM-2 (Existing)[1] Description	Estimated Quantity	Units	Estimated Unit Price	Estimated Total
3" PVC WW-Forcemain	1,657	L.F.	$15.50	$25,683.50
			Total Line FM-2:	$25,683.50
			Cost per linear foot=	**$15.50**

LS-1 Description	Estimated Quantity	Units	Estimated Unit Price	Estimated Total
Lift Station	1	LS	$150,000.00	$150,000.00

LS-2 (Existing)[1] Description	Estimated Quantity	Units	Estimated Unit Price	Estimated Total
Lift Station	1	LS	$105,000.00	$105,000.00

WATER

W-1 Description	Estimated Quantity	Units	Estimated Unit Price	Estimated Total
16" Waterline	1,848	L.F.	$61.00	$112,728.00
Fire Hydrant Assembly	7	Ea.	$2,400.00	$16,800.00
			Subtotal:	$129,528.00
			10% Contingency:	$12,952.80
			Total Line W-1:	$142,480.80
			Cost per linear foot=	**$77.10**

W-2 Description	Estimated Quantity	Units	Estimated Unit Price	Estimated Total
16" Waterline	1,339	L.F.	$61.00	$81,679.00
Fire Hydrant Assembly	5	Ea.	$2,400.00	$12,000.00
			Subtotal:	$93,679.00
			10% Contingency:	$9,367.90
			Total Line W-2:	$103,046.90
			Cost per linear foot=	**$76.96**

W-3 Description	Estimated Quantity	Units	Estimated Unit Price	Estimated Total
16" Waterline	2,572	L.F.	$61.00	$156,892.00
Fire Hydrant Assembly	9	Ea.	$2,400.00	$21,600.00
			Subtotal:	$178,492.00
			10% Contingency:	$17,849.20
			Total Line W-3:	$196,341.20
			Cost per linear foot=	**$76.34**

W-4 (Existing)[1] Description	Estimated Quantity	Units	Estimated Unit Price	Estimated Total
16" Waterline	1,186	L.F.	$51.00	$60,486.00
24" PVC Casing Pipe	65	L.F.	$46.00	$2,990.00
Roadbore & 24' Steel Encase Pipe	300	L.F.	$290.00	$87,000.00
16" Gate Valve w/ valve box	5	Ea.	$4,500.00	$22,500.00
2" Air Release Valve Assembly	1	Ea.	$2,000.00	$2,000.00
18" PVC Casing Pipe	65	L.F.	$30.50	$1,982.50
Pavement Repair	1,011	SY	$29.00	$29,319.00
Fire Hydrant Assembly	3	Ea.	$2,840.00	$8,520.00
			Total Line W-4:	$214,797.50
			Cost per linear foot=	**$138.49**

W-5 Description	Estimated Quantity	Units	Estimated Unit Price	Estimated Total
12" Waterline	2,140	L.F.	$43.00	$92,020.00
Fire Hydrant Assembly	8	Ea.	$2,400.00	$19,200.00
			Subtotal:	$111,220.00
			10% Contingency:	$11,122.00
			Total Line W-5:	$122,342.00
			Cost per linear foot=	**$57.17**

W-6 Description	Estimated Quantity	Units	Estimated Unit Price	Estimated Total
12" Waterline	2,494	L.F.	$43.00	$107,242.00
Fire Hydrant Assembly	9	Ea.	$2,400.00	$21,600.00
			Subtotal:	$128,842.00
			10% Contingency:	$12,884.20
			Total Line W-6:	$141,726.20
			Cost per linear foot=	**$56.83**

W-7 Description	Estimated Quantity	Units	Estimated Unit Price	Estimated Total
12" Waterline	956	L.F.	$43.00	$41,108.00
Fire Hydrant Assembly	4	Ea.	$2,400.00	$9,600.00
			Subtotal:	$50,708.00
			10% Contingency:	$5,070.80
			Total Line W-7:	$55,778.80
			Cost per linear foot=	**$58.35**

W-8 (Existing)[1] Description	Estimated Quantity	Units	Estimated Unit Price	Estimated Total
12" Waterline	682	L.F.	$25.00	$17,050.00
Tie into existing 12" watermain	1	Ea.	$3,400.00	$3,400.00
Fire Hydrant Assembly	2	Ea.	$2,840.00	$5,680.00
			Total Line W-8:	$26,130.00
			Cost per linear foot=	**$38.31**

W-9 Description	Estimated Quantity	Units	Estimated Unit Price	Estimated Total
12" Waterline	1,727	L.F.	$43.00	$74,261.00
Fire Hydrant Assembly	6	Ea.	$2,400.00	$14,400.00
			Subtotal:	$88,661.00
			10% Contingency:	$8,866.10
			Total Line W-9:	$97,527.10
			Cost per linear foot=	**$56.47**

W-10 Description	Estimated Quantity	Units	Estimated Unit Price	Estimated Total
12" Waterline	461	L.F.	$43.00	$19,823.00
Fire Hydrant Assembly	2	Ea.	$2,400.00	$4,800.00
			Subtotal:	$24,623.00
			10% Contingency:	$2,462.30
			Total Line W-10:	$27,085.30
			Cost per linear foot=	**$58.75**

W-11 (Existing)[1] Description	Estimated Quantity	Units	Estimated Unit Price	Estimated Total
12" Waterline	1,777	L.F.	$25.00	$44,425.00
12" Gate Valve w/. Valve box	8	Ea.	$1,300.00	$10,400.00
Cut in 12" Tee w/. (2) 12" Valves	1	Ea.	$6,500.00	$6,500.00
10" Service Connection	60	L.F.	$22.00	$1,320.00
10" Gate Valve w/. Valve box	1	Ea.	$1,200.00	$1,200.00
Fire Hydrant Assembly	3	Ea.	$2,840.00	$8,520.00
			Total Line W-11:	$72,365.00
			Cost per linear foot=	**$40.72**

BOX CULVERTS

Hunter's Crossing (7 boxes @ 8' wide x 4' high)[2]

Description	Estimated Quantity	Units	Estimated Unit Price	Estimated Total
8'x4' Box Culvert	749	L.F.	$230.00	$172,270.00
Upstream headwall	1	EA	$5,000.00	$5,000.00
Downstream headwall	1	EA	$7,800.00	$7,800.00
6" Concrete Riprap	450	SF	$3.50	$1,575.00
4" Concrete Riprap	4,001	SF	$3.00	$12,003.00
Concrete Wall	187	LF	$225.00	$42,075.00
18" Rock Riprap	1,275	SF	$4.60	$5,865.00
Guardrail	200	L.F.	$26.00	$5,200.00
Terminal Anchor Section	2	Ea.	$400.00	$800.00
			Subtotal:	$252,588.00
			10% Contingency:	$25,258.80
			Total:	$277,846.80

Buffalo Hunter (13 boxes @ 8' wide x 4' high)[2]

Description	Estimated Quantity	Units	Estimated Unit Price	Estimated Total
Box Culvert	910	L.F.	$230.00	$209,300.00
Headwall	2	EA	$8,000.00	$16,000.00
Guardrail	400	L.F.	$26.00	$10,400.00
Terminal Anchor Section	2	Ea.	$400.00	$800.00
			Subtotal:	$236,500.00
			10% Contingency:	$23,650.00
			Total:	$260,150.00
			Cost per linear foot=	**$285.88**

[1] Information provided by Chasco Contracting, *Final Pay Request for Hunters Crossing, Section 1A*, dated September 30, 2002 (Attachment A)

[2] Information provided by Chasco Contracting, *Hunters Crossing Extension-Box Culvert-KSA Improvements*, dated March 18, 2003

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Exhibit H -2 HUNTERS CROSSING ANALYSIS OF PROBABLE COSTS FOR EXCAVATION & EMBANKMENT TO CREATE MAJOR CHANNELS
4-Apr-03

PARCEL DESCRIPTION	AREA (acres)	C factor	CA	CA as a % of Subtotal CA	IMPROVEMENT COST	Drainage Channel Acres	Drainage Channel $ Amount	Total Costs
ITEM 1 Channel from Section A to Section B					**$68,328**	**1.146**		
Lot 1 Section One-A	14.032	0.85	11.93	59.46	$40,626	0.68138	17,035	57,661
Lot 2 Section One-A	3.711	0.85	3.15	15.72	$10,744	0.18020	4,505	15,249
Lot 3 Section One-A	5.857	0.85	4.98	24.82	$16,958	0.28441	7,110	24,068
SUBTOTALS	23.600		20.06	100.00	$68,328	1.146	$ 28,650	$ 96,978
ITEM 2 Box culverts under Home Depot Way					**$0**			
Lot 1 Section One-A	14.032	0.85	11.93	59.46	$0			-
Lot 2 Section One-A	3.711	0.85	3.15	15.72	$0			-
Lot 3 Section One-A	5.857	0.85	4.98	24.82	$0			-
Covert Dealership		0.85	0.00	0.00	$0			-
SUBTOTALS	23.600		20.06	100.00	$0			$ -
ITEM 3 Channel from Section C to Section D					**$155,616**	**2.61**		
Lot 1 Section One-A	14.032	0.85	11.93	29.97	$46,641	0.74925	18,731	65,372
Lot 2 Section One-A	3.711	0.85	3.15	7.93	$12,335	0.19815	4,954	17,289
Lot 3 Section One-A	5.857	0.85	4.98	12.51	$19,468	0.31274	7,819	27,287
Covert Dealership	-	0.85	0.00	0.00	$0	0.00000	-	-
Multifamily HXM-2	10.480	0.76	7.96	20.01	$31,146	0.55959	13,990	45,136
Multifamily HXM-1	9.000	0.76	6.84	17.19	$26,748	0.48056	12,014	38,762
Commercial HXC-5	5.800	0.85	4.93	12.39	$19,279	0.30970	7,742	27,021
SUBTOTALS	48.880		39.79	100.00	$ 155,616	2.61	65,250	$ 220,866
ITEM 4 Channel from Section D to Section E					**$179,465**	**3.01**		
Lot 1 Section One-A	14.032	0.85	11.93	9.08	$16,302	0.23834	5,959	22,260
Lot 2 Section One-A	3.711	0.76	2.82	2.15	$3,855	0.06303	1,576	5,431
Lot 3 Section One-A	5.857	0.76	4.45	3.39	$6,084	0.09948	2,487	8,571
Covert Dealership	-	0.85	0.00	0.00	$0	0.00000	-	-
Multifamily HXM-2	10.480	0.76	7.96	6.07	$10,886	0.17801	4,450	15,336
Multifamily HXM-1	9.000	0.76	6.84	5.21	$9,349	0.15287	3,822	13,170
Multifamily HXM-3	14.840	0.76	11.28	8.59	$15,415	0.25206	6,302	21,717
Single Family HXR-3A	11.160	0.60	6.70	5.10	$9,152	0.18956	4,739	13,891
Single Family HXR-3B	8.310	0.60	4.99	3.80	$6,815	0.14115	3,529	10,343
Single Family HXR-4A	22.410	0.60	13.45	10.24	$18,378	0.38084	9,516	27,894
Single Family HXR-5	19.610	0.60	11.77	8.96	$16,081	0.33309	8,327	24,409
Commercial HXC-8	1.010	0.85	0.86	0.65	$1,173	0.01716	429	1,602
Commercial HXC-2	19.210	0.85	16.33	12.44	$22,317	0.32629	8,157	30,475
Commercial HXC-3	11.460	0.85	9.74	7.42	$13,314	0.19465	4,866	18,180
Commercial HXC-4	16.120	0.85	13.70	10.44	$18,728	0.27381	6,845	25,573
Commercial HXC-5	5.800	0.85	4.93	3.75	$6,738	0.09852	2,463	9,201
Commercial HXC-6	4.200	0.85	3.57	2.72	$4,879	0.07134	1,783	6,663
SUBTOTALS	177.210		131.31	100.00	$179,465	3.01	$75,250	$254,715

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PARCEL DESCRIPTION	AREA (acres)	C factor	CA	CA as a % of Subtotal CA	IMPROVEMENT COST	Drainage Channel		Total Costs
						Acres	$ Amount	
					$0			
ITEM 5 Box Culverts Under Bear Hunter					$0			-
Lot 1 Section One-A	14.032	0.85	11.93	9.02	$0			-
Lot 2 Section One-A	3.711	0.85	3.15	2.39	$0			-
Lot 3 Section One-A	5.857	0.85	4.98	3.77	$0			-
Covert Dealership	-	0.85	0.00	0.00	$0			-
Multifamily HXM-2	10.480	0.76	7.96	6.03	$0			-
Multifamily HXM-1	9.000	0.76	6.84	5.18	$0			-
Multifamily HXM-3	14.840	0.76	11.28	8.53	$0			-
Single Family HXR-3A	11.160	0.60	6.70	5.07	$0			-
Single Family HXR-3B	8.310	0.60	4.99	3.77	$0			-
Single Family HXR-4A	22.410	0.60	13.45	10.17	$0			-
Single Family HXR-5	19.610	0.60	11.77	8.90	$0			-
Commercial HXC-8	1.010	0.85	0.86	0.65	$0			-
Commercial HXC-2	19.210	0.85	16.33	12.35	$0			-
Commercial HXC-3	11.460	0.85	9.74	7.37	$0			-
Commercial HXC-4	16.120	0.85	13.70	10.37	$0			-
Commercial HXC-5	5.800	0.85	4.93	3.73	$0			-
Commercial HXC-6	4.200	0.85	3.57	2.70	$0			$0
SUBTOTALS	177.210		132.17	100.00	-			
					$184,832	3.1		
ITEM 6 Channel from Section F to Section G					$13,590	0.19224	4,806	18,396
Lot 1 Section One-A	14.032	0.85	11.93	7.35	$3,594	0.05084	1,271	4,865
Lot 2 Section One-A	3.711	0.85	3.15	1.94	$5,673	0.08024	2,006	7,679
Lot 3 Section One-A	5.857	0.85	4.98	3.07	$0	0.00000	-	-
Covert Dealership	-	0.85	0.00	0.00	$9,075	0.14357	3,589	12,665
Multifamily HXM-2	10.480	0.76	7.96	4.91	$7,794	0.12330	3,082	10,876
Multifamily HXM-1	9.000	0.76	6.84	4.22	$12,851	0.20331	5,083	17,934
Multifamily HXM-3	14.840	0.76	11.28	6.95	$7,630	0.15289	3,822	11,452
Single Family HXR-3A	11.160	0.60	6.70	4.13	$5,681	0.11385	2,846	8,527
Single Family HXR-3B	8.310	0.60	4.99	3.07	$15,321	0.30701	7,675	22,996
Single Family HXR-4A	22.410	0.60	13.45	8.29	$13,407	0.26865	6,716	20,123
Single Family HXR-5	19.610	0.60	11.77	7.25	$978	0.01384	346	1,324
Commercial HXC-8	1.010	0.85	0.86	0.53	$18,605	0.26317	6,579	25,185
Commercial HXC-2	19.210	0.85	16.33	10.07	$11,099	0.15700	3,925	15,024
Commercial HXC-3	11.460	0.85	9.74	6.01	$15,612	0.22084	5,521	21,133
Commercial HXC-4	16.120	0.85	13.70	8.45	$5,617	0.07946	1,986	7,604
Commercial HXC-5	5.800	0.85	4.93	3.04	$4,068	0.05754	1,438	5,506
Commercial HXC-6	4.200	0.85	3.57	2.20	$2,338	0.04685	1,171	3,509
Single Family HXR-3C	3.420	0.60	2.05	1.26	$15,457	0.30975	7,744	23,201
Single Family HXR-1	22.610	0.60	13.57	8.36	$8,464	0.16960	4,240	12,704
Single Family HXR-2	12.380	0.60	7.43	4.58	$5,633	0.11289	2,822	8,456
Single Family HXR-4B	8.240	0.60	4.94	3.05	$2,344	0.03315	829	3,173
Commercial HXC-7	2.420	0.85	2.06	1.27	$184,832	3.1	77,500	262,332
SUBTOTALS	226.280		162.21	100.00	**$152,039**	**2.55**		
ITEM 7 Channel from Section AA to Section BB					$66,471	1.07637	26,909	93,381
Commercial HXC-2	19.210	0.85	16.33	43.72	$39,654	0.64212	16,053	55,708
Commercial HXC-3	11.460	0.85	9.74	26.08	$45,913	0.83151	20,788	66,701
Multifamily HXM-3	14.840	0.76	11.28	30.20	$152,039	2.55	$63,750	$215,789
SUBTOTALS	45.510		37.35	100.00				

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PARCEL DESCRIPTION	AREA (acres)	C factor	CA	CA as a % of Subtotal CA	IMPROVEMENT COST	Drainage Channel Acres	Drainage Channel $ Amount	Total Costs
ITEM 8 Channel from Section CC to Section DD					**$157,405**	**2.64**		
Commercial HXC-2	19.210	0.85	16.33	19.68	$30,982	0.44172	11,043	42,025
Commercial HXC-3	11.460	0.85	9.74	11.74	$18,483	0.26352	6,588	25,071
Commercial HXC-4	16.120	0.85	13.70	16.52	$25,998	0.37067	9,267	35,265
Multifamily HXM-3	14.840	0.76	11.28	13.60	$21,400	0.34124	8,531	29,931
Single Family HXR-5	19.610	0.60	11.77	14.18	$22,325	0.45092	11,273	33,598
Single Family HXR-4A	22.410	0.60	13.45	16.21	$25,513	0.51531	12,883	38,395
Single Family HXR-3A	11.160	0.60	6.70	8.07	$12,705	0.25662	6,415	19,121
SUBTOTALS	114.810		82.96	100.00	$157,405	2.64	$66,000	$223,405
ITEM 9 Channel from Section EE to Section FF					**$225,971**	**3.79**		
Single Family HXR-4B	8.240	0.60	4.94	19.06	$43,072	0.72241	18,060	61,132
Single Family HXR-2	12.380	0.60	7.43	28.64	$64,713	1.08536	27,134	91,847
Single Family HXR-1	22.610	0.60	13.57	52.30	$118,187	1.98223	49,556	167,743
SUBTOTALS	43.230		25.94	100.00	$225,971	3.79	$94,750	$320,721
ITEM 10 Channel from Section GG to Section HH					**$130,575**	**2.19**		
Single Family HXR-4A	22.410	0.60	13.45	53.33	$69,638	1.16797	29,199	98,837
Single Family HXR-5	19.610	0.60	11.77	46.67	$60,937	1.02203	25,551	86,488
SUBTOTALS	42.020		25.21	100.00	$130,575	2.19	$54,750	$185,325
ITEMS 1-10 CHANNEL SUBTOTAL					$1,254,231	21.04	$525,900	$1,780,131
ITEM 11 Detention					**$872,286**	**14.63**		
Lot 1 Section One-A	14.032	0.60	8.42	5.39	$47,000	0.9076318	21,985	68,985
Lot 2 Section One-A	3.711	0.60	2.23	1.42	$12,430	0.2400386	5,814	18,244
Lot 3 Section One-A	5.857	0.60	3.51	2.25	$19,618	0.3788483	9,177	28,795
Covert Dealership	-	0.85	0.00	0.00	$0	0	-	-
Multifamily HXM-2	10.480	0.76	7.96	5.10	$44,463	0.6778778	16,420	60,883
Multifamily HXM-1	9.000	0.76	6.84	4.38	$38,184	0.582147	14,101	52,285
Multifamily HXM-3	14.840	0.76	11.28	7.22	$62,961	0.9598957	23,251	86,213
Single Family HXR-3A	11.160	0.60	6.70	4.29	$37,380	0.7218622	17,485	54,866
Single Family HXR-3B	8.310	0.60	4.99	3.19	$27,834	0.5375157	13,020	40,854
Single Family HXR-4A	22.410	0.60	13.45	8.61	$75,062	1.4495459	35,112	110,174
Single Family HXR-5	19.610	0.60	11.77	7.53	$65,683	1.2684335	30,725	96,408
Commercial HXC-8	1.010	0.85	0.86	0.55	$4,793	0.0853298	1,582	6,375
Commercial HXC-2	19.210	0.85	16.33	10.45	$91,154	1.2425604	30,098	121,251
Commercial HXC-3	11.460	0.85	9.74	6.23	$54,379	0.7412671	17,955	72,334
Commercial HXC-4	16.120	0.85	13.70	8.77	$76,491	1.0426899	25,257	101,748
Commercial HXC-5	5.800	0.85	4.93	3.16	$27,522	0.3751614	9,087	36,609
Commercial HXC-6	4.200	0.85	3.57	2.28	$19,929	0.2716686	6,580	26,510
Single Family HXR-3C	3.320	0.60	1.99	1.27	$11,120	0.2147475	5,202	16,322
Single Family HXR-1	22.610	0.60	13.57	8.68	$75,732	1.4624825	35,425	111,157
Single Family HXR-2	12.380	0.60	7.43	4.75	$41,467	0.8007755	19,397	60,863
Single Family HXR-4B	8.240	0.60	4.94	3.16	$27,600	0.5329879	12,910	40,510
Commercial HXC-7	2.420	0.85	2.06	1.32	$11,483	0.1565328	3,792	15,275
SUBTOTALS	226.180		156.25	100.00	$872,286	14.63	$ 354,375	$1,226,661
TOTAL DIRECT COSTS ITEMS 1-11					**$ 2,126,517**	**35.666**	**$ 880,275**	**$ 3,006,792**

PARCEL DESCRIPTION	AREA (acres)	C factor	CA	CA as a % of Subtotal CA	IMPROVEMENT COST	Drainage Channel Acres	Drainage Channel $ Amount	Total Costs
CHANNELS, POND & RIGHTS OF WAY								
channels and parkland	23.5							
detention ponds	14.6							
collector streets right of way	18.7							
SUBTOTALS	56.8							
TOTALS IN PID	**283.0**							

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Ehxlbit H-2

Hunters Crossing
Engineers Estimate of Probable Construction Cost
Prepared by KSA Engineers, Inc.
19-Nov-03

Street and Drainage[2] Street	Section	Length (L.F.)	Cost/LF	Total Cost
ROW-1a (Hunters Crossing Blvd.)[1]	44' F-F	1,102	$281.99	$310,750
ROW-1b (Hunters Crossing Blvd.)	44' F-F	904	224.46	202,922
ROW-1b (Hunters Point)	44' F-F	1,679	224.46	376,854
ROW-2 (Hunters Point)	44' F-F	851	224.46	191,014
ROW-3 (Hunters Point)	44' F-F	1,346	224.46	302,121
ROW-4 (Hunters Point)	44' F-F	529	224.46	118,738
ROW-5a (Bear Hunter)	44' F-F	1,853	224.46	415,921
ROW-5b (Bear Hunter)	24' F-F	1,600	143.15	229,037
Total for Street and Drainage		**9,864**	**$217.70**	**$2,147,358**

Wastewater[2] Line	Size	Length (L.F.)	Cost/LF	Total Cost
WW-1	18"	354	$65.59	$23,218
WW-2	18"	820	76.07	62,381
WW-3	15"	1,120	45.06	50,468
WW-4	12"	1,471	47.17	69,384
WW-5	10"	1,189	39.39	46,833
WW-6	12"	3,354	44.77	150,156
WW-7	8"	970	34.82	33,776
WW-8	8"	970	37.66	36,526
WW-9[1]	8"	1,618	32.21	52,110
WW-10	6"	1,227	34.06	41,793
FM-1	8"	2,974	42.38	126,036
FM-2[1]	3"	1,657	15.50	25,684
LS-1				150,000
LS-2[1]				105,000
Total Wastewater		**17,724**	**$ 54.92**	**$973,363**

Water[2] Line	Size	Length (L.F.)	Cost/LF	Total Cost
W-1	16"	1,848	$77.10	$142,481
W-2	16"	1,339	76.96	103,047
W-3	16"	2,572	76.34	196,341
W-4[1]	16"	1,551	138.49	214,798
W-5	12"	2,140	57.17	122,342
W-6	12"	2,494	56.83	141,726
W-7	12"	956	58.35	55,779
W-8[1]	12"	682	38.31	26,130
W-9	12"	1,727	56.47	97,527
W-10	12"	461	58.75	27,085
W-11[1]	12"	1,777	40.72	72,365
Total Water		**17,547**	**$ 68.37**	**$1,199,621**

Major Drainage Infrastructure	Length (L.F.)	Cost/LF	Total Cost
Pond Outlet Structure including Hunter's Crossing Box Culverts[2]			$277,847
Hunters Point (was Buffalo Hunter) (13 boxes @ 8'x4')[4]	910	$285.88	260,150
Total Outlet Structure and Box Culverts			**$537,997**

Excavation, Irrigation, and Park Improvements	
Excavation & Embankment required to create Channels for site drainage system[3]	$2,126,517
Excavation for Detention Pond[1]	152,775
ROW Irrigation (8700 LF)[5]	180,000
Entry Signage[6]	210,000
Parkland and Public Space Improvements[7]	750,338
Total Excavation, Irrigation, and Park Improvements	**$3,419,630**

Total Estimate of Probable Construction Cost	$8,277,965

Exhibit H - 3 - Hunters Crossing Parks				LARSON BURNS & SMITH INC.	
Design Phase				1108 WEST AVE	
Opinion of Probable Construction Cost				AUSTIN, TEXAS 70701	
21-Apr-03				512.476.1559	
K FEATURES	Quantity		Unit Cost	Cost	Total
A. Erosion Control					**$2,100.00**
1. Erosion Control Fencing	1,000	LF	$1.35	$1,350.00	
3. Construction Entrance	1	EA	$750.00	$750.00	
B. Concrete Walks and Trails					**$231,887.00**
1. Concrete Walks around central detention (5'wide 4" thick)	3,312	LF	$15.00	$49,680.00	
2. Concrete Trail in power line esmt. (5' wide 4" thick)	2763	LF	$15.00	$41,445.00	
3. Concrete Trail through single family (4' wide 4" thick)	10,461	LF	$12.00	$125,532.00	
4. Playscape walks (5' wide 4" thick)	1,022	LF	$15.00	$15,330.00	
C. Parking and Drives					**$21,897.64**
1. Asphalt for drives and parking	1,619	SY	$10.00	$16,188.89	
2. Standard Curb and gutter 24"	695	LF	$3.25	$2,908.75	
3. Accessibility Ramp	1	LS	$800.00	$800.00	
D. Pavilion					**$62,600.00**
1. Structure By Classic Recreation Systems (60'x40' Cheyenne)	1	LS	$20,000.00	$20,000.00	
2. Installation	1	LS	$12,000.00	$12,000.00	
3. Concrete Pad & Footings	660	SF	$10.00	$6,600.00	
4. Water Fountain	1	LS	$2,000.00	$2,000.00	
5. 4 - 8' picnic tables 3 - benches 4 trash cans	1	LS	$7,000.00	$7,000.00	
6. Stone Columns wrapped around steel post & chimney	1	LS	$15,000.00	$15,000.00	
E. Baseball Field					**$17,500.00**
1. Backstop	1	LS	$5,000.00	$5,000.00	
2. Grading	39,000	SF	$0.20	$7,800.00	
3. Hydromulch seeding	47,000	SF	$0.10	$4,700.00	
F. Soccer Field					**$17,900.00**
1. Goals	2	EA	$2,500.00	$5,000.00	
2. Grading	40,000	SF	$0.20	$8,000.00	
3. Hydromulch seeding	49,000	SF	$0.10	$4,900.00	
G. Restroom					**$50,625.00**
1. Minimum requirements	675	SF	$75.00	$50,625.00	
H. Playscape					**$160,300.00**
1. Playscape & Swings Equipment (2-12 yr) + Installation	1	LS	$80,000.00	$80,000.00	
2. Concrete Curb	515	LF	$20.00	$10,300.00	
4. Fiber Fall Surfacing	12,000	SF	$5.00	$60,000.00	
6. Drainage gravel/filter fabric/drainlines	1	LS	$10,000.00	$10,000.00	
I. ADA Ramp/Fishing Pier					**$23,900.00**
1. Fishing Pier	200	SF	$50.00	$10,000.00	
2. Concrete Ramp to wet pond	1	LS	$7,500.00	$7,500.00	
3. Retaining Walls along trail (average 3ht)	800	SF	$8.00	$6,400.00	
J. Sand Volleyball Court					**$15,000.00**
1. Sand/Sitework	3,750	SF	$2.00	$7,500.00	
2. Equipment Post & Net	1	LS	$2,500.00	$2,500.00	
3. Landscape Berms	1	LS	$2,500.00	$2,500.00	
4. Drainage System/Headwall	1	LS	$2,500.00	$2,500.00	
K. Picnic Tables & Grills					**$7,256.25**
1. Concrete Pads	575	SF	$1.75	$1,006.25	
16052.6398	1	LS	$2,750.00	$2,750.00	
3. Shade structure over ADA table	1	LS	$3,500.00	$3,500.00	
L. Signage					**$5,000.00**
1. Entry Signage	1	LS	$5,000.00	$5,000.00	
M. Utilities					**$12,500.00**
1. Water/Wastewater	1	LS	$5,000.00	$5,000.00	
2. Electric/Lighting	1	LS	$7,500.00	$7,500.00	
N. Landscaping					**$53,560.00**
1. Shade Trees	40	EA	$200.00	$8,000.00	
1. Shade trees	50	EA	$200.00	$10,000.00	
2. Hydromulch (Common Bermuda Grass) Disturbed areas only	435600	SF	$0.10	$43,560.00	
Total					**$682,126.89**
Contingency 10%					**$68,212.69**
GrandTotal					**$750,338.48**

EXHIBIT E: SERVICE PLAN – FIVE YEAR BUDGET FORECAST

The Act requires the Service Plan, including the annual indebtedness and projected costs for the Authorized Improvements, to be reviewed and updated in the Annual Service Plan Update, and the projection shall cover a period of not less than five years.

	1/31/2020	1/31/2021	1/31/2022	1/31/2023	1/31/2024
Capital Assessment Installments Due[1]	$463,659.56	$463,659.56	$463,659.56	$463,659.56	$463,659.56
Operational and Maintenance Installments Due[2]	$155,318.57	$155,318.57	$155,318.57	$155,318.57	$155,318.57
TOTAL	$618,978.13	$618,978.13	$618,978.13	$618,978.13	$618,978.13

[1] All capital improvements have been constructed with the exception of a portion of Bear Hunter Drive, which is to be paid by the Developer. The annual indebtedness will be paid to the Developer for reimbursement of such costs unless PID bonds are issued, then the annual indebtedness will pay debt service on the PID bonds.

[2] Operational and Maintenance Supplemental Services costs are levied annually at the City's discretion and subject to change.

EXHIBIT F: ASSESSMENT ROLL

COMMERCIAL, MULTI-FAMILY AND UNDEVELOPED LOTS

Property ID	Capital Assessment Unpaid[1]	O&M Assessment Levied[2]
COMMERCIAL LOTS		
90301[3]	$0.00	$27,505.53
90754	$~~5~~35,~~16~~443.~~5~~00	$56,159.75
90302	$~~46,9~~31,267.80~~1.70~~	$49,544.00
97463	$18,2~~7,41~~78.~~3~~20	$28,962.00
97464	$~~44~~29,~~6~~752~~8~~.~~6~~40	$47,142.75
90303	$57~~1~~,48~~60~~8.~~35~~22	$75,908.75
92325	$~~58~~39,~~8~~247.10~~.65~~	$62,187.25
95378	~~$45,417.15~~ $33,305.93	$47,976.00
95379	$~~7~~48,2~~,3~~47.10~~.65~~	$76,447.75
115192	$64,9~~,~~91.26~~33.45~~	$73,556.50
30102	$2~~9~~7~~,944.40~~8,116.12	$314,730.00
114958	$3~~39~~16,~~39~~779.~~45~~88	$358,520.50
127995	$194,3~~,906~~45.~~10~~57	$152,013.50
114957	$1,206.15	$1,274.25
MULTI-FAMILY LOTS		
104899	$~~81~~793,11~~3~~58.~~6~~16	$764,678.50
113268	$~~7~~830,~~9~~46.~~47~~51.69	$730,832.25
UNDEVELOPED LOT[4]		
47760	$2,472,193.44	$2,201,060.72
TOTAL	**$5,~~34~~244,~~9~~2742.02**	**$5,068,500.00**

[1] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The original assessment levied against Commercial Lots, Multi-Family Lots and the Undeveloped Lot totaled $7,364,542; the $5,~~34~~244,~~9~~2742.02 shown in this Assessment Roll is the unpaid balance of the Capital Assessments on such lots after taking into consideration City reallocations of such amounts.

[2] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as .045/property square foot annually for Commercial Lots and .056/property square foot annually for Multi-Family Lots. The City has the discretion to adjust the amount collected annually as part of the Annual Service Plan Update. To date, the District has collected $1,258,900 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original $5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 76.69% of remains to be levied on an annual basis for the operation and maintenance of the District.

[3] *Parcel 90301 assessment was reduced to zero by a developer contribution payment.

[4] Currently, the intended use of the Undeveloped Lot is for multi-family use.

SINGLE-FAMILY RESIDENTIAL LOTS

Property ID	Capital Assessment Unpaid[5]	O&M Assessment Levied[6]
98372	$ 4,180.00	$650.00
98370	$ 4,180.00	$650.00
95416	$ 4,180.00	$650.00
98355	$ 4,180.00	$650.00
98380	$ 4,180.00	$650.00
98354	$ 4,180.00	$650.00
95395	$ 4,180.00	$650.00
95386	$ 4,180.00	$650.00
98373	$ 4,180.00	$650.00
95415	$ 4,180.00	$650.00
95390	$ 4,180.00	$650.00
98356	$ 4,180.00	$650.00
95396	$ 4,180.00	$650.00
98374	$ 4,180.00	$650.00
95414	$ 4,180.00	$650.00
95389	$ 4,180.00	$650.00
98359	$ 4,180.00	$650.00
98352	$ 4,180.00	$650.00
95397	$ 4,180.00	$650.00
95384	$ 4,180.00	$650.00
98351	$ 4,180.00	$650.00
95398	$ 4,180.00	$650.00
95412	$ 4,180.00	$650.00
95387	$ 4,180.00	$650.00
98350	$ 4,180.00	$650.00
95399	$ 4,180.00	$650.00
95411	$ 4,180.00	$650.00
98627	$ 4,180.00	$650.00

[5] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The original assessment levied against Single Family Residential Lots totaled $8,799 per Lot and $4,596,717 for all; the $2,131,800 shown in this Assessment Roll is the unpaid balance of the Capital Assessments on such lots after taking into consideration City reallocations of such amounts. Ordinance No. 2003-35 was based on 464 single-family homes. There are 510 single-family homes.

[6] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is a total of $650.00 per Single Family Residential Lot. To date, the District has collected $1,258,900 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original $5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 76.69% of remains to be levied on an annual basis for the operation and maintenance ~~and operation~~ of the District.

Property ID	Capital Assessment Unpaid[5]	O&M Assessment Levied[6]
95400	$ 4,180.00	$650.00
95410	$ 4,180.00	$650.00
98626	$ 4,180.00	$650.00
95401	$ 4,180.00	$650.00
95409	$ 4,180.00	$650.00
98625	$ 4,180.00	$650.00
95402	$ 4,180.00	$650.00
98601	$ 4,180.00	$650.00
95408	$ 4,180.00	$650.00
95407	$ 4,180.00	$650.00
95404	$ 4,180.00	$650.00
98622	$ 4,180.00	$650.00
98621	$ 4,180.00	$650.00
98619	$ 4,180.00	$650.00
98617	$ 4,180.00	$650.00
104777	$ 4,180.00	$650.00
98338	$ 4,180.00	$650.00
98346	$ 4,180.00	$650.00
104871	$ 4,180.00	$650.00
95391	$ 4,180.00	$650.00
98361	$ 4,180.00	$650.00
98369	$ 4,180.00	$650.00
95392	$ 4,180.00	$650.00
98347	$ 4,180.00	$650.00
98337	$ 4,180.00	$650.00
98345	$ 4,180.00	$650.00
104870	$ 4,180.00	$650.00
98371	$ 4,180.00	$650.00
98360	$ 4,180.00	$650.00
98379	$ 4,180.00	$650.00
104854	$ 4,180.00	$650.00
98353	$ 4,180.00	$650.00
95381	$ 4,180.00	$650.00
95385	$ 4,180.00	$650.00
95393	$ 4,180.00	$650.00
98336	$ 4,180.00	$650.00
98344	$ 4,180.00	$650.00
98357	$ 4,180.00	$650.00
98378	$ 4,180.00	$650.00
95394	$ 4,180.00	$650.00
98335	$ 4,180.00	$650.00

Property ID	Capital Assessment Unpaid[5]	O&M Assessment Levied[6]
98343	$ 4,180.00	$650.00
98375	$ 4,180.00	$650.00
95413	$ 4,180.00	$650.00
95388	$ 4,180.00	$650.00
98358	$ 4,180.00	$650.00
98377	$ 4,180.00	$650.00
98366	$ 4,180.00	$650.00
98342	$ 4,180.00	$650.00
98376	$ 4,180.00	$650.00
98365	$ 4,180.00	$650.00
98333	$ 4,180.00	$650.00
98341	$ 4,180.00	$650.00
98364	$ 4,180.00	$650.00
98340	$ 4,180.00	$650.00
98602	$ 4,180.00	$650.00
98339	$ 4,180.00	$650.00
104857	$ 4,180.00	$650.00
104856	$ 4,180.00	$650.00
98624	$ 4,180.00	$650.00
95403	$ 4,180.00	$650.00
98600	$ 4,180.00	$650.00
98623	$ 4,180.00	$650.00
98599	$ 4,180.00	$650.00
95405	$ 4,180.00	$650.00
98598	$ 4,180.00	$650.00
98638	$ 4,180.00	$650.00
98620	$ 4,180.00	$650.00
98628	$ 4,180.00	$650.00
98597	$ 4,180.00	$650.00
98604	$ 4,180.00	$650.00
98639	$ 4,180.00	$650.00
98596	$ 4,180.00	$650.00
98640	$ 4,180.00	$650.00
98618	$ 4,180.00	$650.00
98630	$ 4,180.00	$650.00
98595	$ 4,180.00	$650.00
98641	$ 4,180.00	$650.00
98631	$ 4,180.00	$650.00
98594	$ 4,180.00	$650.00
98616	$ 4,180.00	$650.00
98632	$ 4,180.00	$650.00

Property ID	Capital Assessment Unpaid[5]	O&M Assessment Levied[6]
98593	$ 4,180.00	$650.00
98643	$ 4,180.00	$650.00
98615	$ 4,180.00	$650.00
98592	$ 4,180.00	$650.00
98644	$ 4,180.00	$650.00
98614	$ 4,180.00	$650.00
98634	$ 4,180.00	$650.00
98591	$ 4,180.00	$650.00
98645	$ 4,180.00	$650.00
98613	$ 4,180.00	$650.00
98635	$ 4,180.00	$650.00
98590	$ 4,180.00	$650.00
98646	$ 4,180.00	$650.00
98612	$ 4,180.00	$650.00
98647	$ 4,180.00	$650.00
98611	$ 4,180.00	$650.00
98637	$ 4,180.00	$650.00
98648	$ 4,180.00	$650.00
95202	$ 4,180.00	$650.00
104881	$ 4,180.00	$650.00
99616	$ 4,180.00	$650.00
98362	$ 4,180.00	$650.00
104855	$ 4,180.00	$650.00
104889	$ 4,180.00	$650.00
104872	$ 4,180.00	$650.00
104863	$ 4,180.00	$650.00
104882	$ 4,180.00	$650.00
99617	$ 4,180.00	$650.00
104890	$ 4,180.00	$650.00
98368	$ 4,180.00	$650.00
104873	$ 4,180.00	$650.00
104869	$ 4,180.00	$650.00
104862	$ 4,180.00	$650.00
104883	$ 4,180.00	$650.00
99618	$ 4,180.00	$650.00
104853	$ 4,180.00	$650.00
104891	$ 4,180.00	$650.00
98367	$ 4,180.00	$650.00
104874	$ 4,180.00	$650.00
104868	$ 4,180.00	$650.00
104861	$ 4,180.00	$650.00

Property ID	Capital Assessment Unpaid[5]	O&M Assessment Levied[6]
104884	$ 4,180.00	$650.00
99619	$ 4,180.00	$650.00
104852	$ 4,180.00	$650.00
104892	$ 4,180.00	$650.00
104875	$ 4,180.00	$650.00
98334	$ 4,180.00	$650.00
104867	$ 4,180.00	$650.00
104860	$ 4,180.00	$650.00
104885	$ 4,180.00	$650.00
99620	$ 4,180.00	$650.00
104851	$ 4,180.00	$650.00
104893	$ 4,180.00	$650.00
104876	$ 4,180.00	$650.00
104859	$ 4,180.00	$650.00
104886	$ 4,180.00	$650.00
99621	$ 4,180.00	$650.00
104850	$ 4,180.00	$650.00
109244	$ 4,180.00	$650.00
104877	$ 4,180.00	$650.00
104865	$ 4,180.00	$650.00
104858	$ 4,180.00	$650.00
104887	$ 4,180.00	$650.00
99622	$ 4,180.00	$650.00
104849	$ 4,180.00	$650.00
109243	$ 4,180.00	$650.00
104846	$ 4,180.00	$650.00
104878	$ 4,180.00	$650.00
104888	$ 4,180.00	$650.00
99623	$ 4,180.00	$650.00
104847	$ 4,180.00	$650.00
104879	$ 4,180.00	$650.00
109241	$ 4,180.00	$650.00
104848	$ 4,180.00	$650.00
109240	$ 4,180.00	$650.00
95406	$ 4,180.00	$650.00
98629	$ 4,180.00	$650.00
98605	$ 4,180.00	$650.00
98606	$ 4,180.00	$650.00
98607	$ 4,180.00	$650.00
98642	$ 4,180.00	$650.00
98608	$ 4,180.00	$650.00

Property ID	Capital Assessment Unpaid[5]	O&M Assessment Levied[6]
109258	$ 4,180.00	$650.00
98633	$ 4,180.00	$650.00
98609	$ 4,180.00	$650.00
98610	$ 4,180.00	$650.00
98636	$ 4,180.00	$650.00
98589	$ 4,180.00	$650.00
104809	$ 4,180.00	$650.00
104766	$ 4,180.00	$650.00
104773	$ 4,180.00	$650.00
104767	$ 4,180.00	$650.00
104774	$ 4,180.00	$650.00
104768	$ 4,180.00	$650.00
104791	$ 4,180.00	$650.00
104812	$ 4,180.00	$650.00
104769	$ 4,180.00	$650.00
104792	$ 4,180.00	$650.00
104813	$ 4,180.00	$650.00
104793	$ 4,180.00	$650.00
104814	$ 4,180.00	$650.00
104771	$ 4,180.00	$650.00
104794	$ 4,180.00	$650.00
104815	$ 4,180.00	$650.00
104772	$ 4,180.00	$650.00
104795	$ 4,180.00	$650.00
104796	$ 4,180.00	$650.00
104834	$ 4,180.00	$650.00
104797	$ 4,180.00	$650.00
104833	$ 4,180.00	$650.00
104798	$ 4,180.00	$650.00
104832	$ 4,180.00	$650.00
104799	$ 4,180.00	$650.00
104831	$ 4,180.00	$650.00
104800	$ 4,180.00	$650.00
104830	$ 4,180.00	$650.00
104801	$ 4,180.00	$650.00
104829	$ 4,180.00	$650.00
104828	$ 4,180.00	$650.00
104802	$ 4,180.00	$650.00
104827	$ 4,180.00	$650.00
104803	$ 4,180.00	$650.00
104826	$ 4,180.00	$650.00

Property ID	Capital Assessment Unpaid[5]	O&M Assessment Levied[6]
104804	$ 4,180.00	$650.00
104825	$ 4,180.00	$650.00
104806	$ 4,180.00	$650.00
104866	$ 4,180.00	$650.00
104864	$ 4,180.00	$650.00
95380	$ 4,180.00	$650.00
95383	$ 4,180.00	$650.00
95382	$ 4,180.00	$650.00
104845	$ 4,180.00	$650.00
109242	$ 4,180.00	$650.00
109263	$ 4,180.00	$650.00
109251	$ 4,180.00	$650.00
109239	$ 4,180.00	$650.00
109262	$ 4,180.00	$650.00
109252	$ 4,180.00	$650.00
109238	$ 4,180.00	$650.00
109261	$ 4,180.00	$650.00
109253	$ 4,180.00	$650.00
109237	$ 4,180.00	$650.00
109260	$ 4,180.00	$650.00
109254	$ 4,180.00	$650.00
109236	$ 4,180.00	$650.00
109259	$ 4,180.00	$650.00
109250	$ 4,180.00	$650.00
109255	$ 4,180.00	$650.00
109235	$ 4,180.00	$650.00
109249	$ 4,180.00	$650.00
109256	$ 4,180.00	$650.00
109234	$ 4,180.00	$650.00
109248	$ 4,180.00	$650.00
109221	$ 4,180.00	$650.00
109233	$ 4,180.00	$650.00
104819	$ 4,180.00	$650.00
104810	$ 4,180.00	$650.00
109222	$ 4,180.00	$650.00
109228	$ 4,180.00	$650.00
109232	$ 4,180.00	$650.00
104820	$ 4,180.00	$650.00
104811	$ 4,180.00	$650.00
109223	$ 4,180.00	$650.00
103255	$ 4,180.00	$650.00

Property ID	Capital Assessment Unpaid[5]	O&M Assessment Levied[6]
104786	$ 4,180.00	$650.00
104775	$ 4,180.00	$650.00
109227	$ 4,180.00	$650.00
109231	$ 4,180.00	$650.00
104821	$ 4,180.00	$650.00
109224	$ 4,180.00	$650.00
109246	$ 4,180.00	$650.00
104787	$ 4,180.00	$650.00
104776	$ 4,180.00	$650.00
109226	$ 4,180.00	$650.00
109230	$ 4,180.00	$650.00
104822	$ 4,180.00	$650.00
104770	$ 4,180.00	$650.00
109225	$ 4,180.00	$650.00
109247	$ 4,180.00	$650.00
109229	$ 4,180.00	$650.00
104823	$ 4,180.00	$650.00
104778	$ 4,180.00	$650.00
104824	$ 4,180.00	$650.00
104779	$ 4,180.00	$650.00
104816	$ 4,180.00	$650.00
104780	$ 4,180.00	$650.00
104817	$ 4,180.00	$650.00
104781	$ 4,180.00	$650.00
104818	$ 4,180.00	$650.00
104782	$ 4,180.00	$650.00
104783	$ 4,180.00	$650.00
104785	$ 4,180.00	$650.00
104805	$ 4,180.00	$650.00
98603	$ 4,180.00	$650.00
104788	$ 4,180.00	$650.00
104789	$ 4,180.00	$650.00
104790	$ 4,180.00	$650.00
104784	$ 4,180.00	$650.00
111961	$ 4,180.00	$650.00
111986	$ 4,180.00	$650.00
111987	$ 4,180.00	$650.00
111974	$ 4,180.00	$650.00
111988	$ 4,180.00	$650.00
111973	$ 4,180.00	$650.00
111989	$ 4,180.00	$650.00

Property ID	Capital Assessment Unpaid[5]	O&M Assessment Levied[6]
111971	$ 4,180.00	$650.00
111970	$ 4,180.00	$650.00
111991	$ 4,180.00	$650.00
111964	$ 4,180.00	$650.00
111966	$ 4,180.00	$650.00
111968	$ 4,180.00	$650.00
111983	$ 4,180.00	$650.00
111969	$ 4,180.00	$650.00
111982	$ 4,180.00	$650.00
111980	$ 4,180.00	$650.00
111979	$ 4,180.00	$650.00
111978	$ 4,180.00	$650.00
115217	$ 4,180.00	$650.00
115218	$ 4,180.00	$650.00
115219	$ 4,180.00	$650.00
115220	$ 4,180.00	$650.00
115221	$ 4,180.00	$650.00
115222	$ 4,180.00	$650.00
115240	$ 4,180.00	$650.00
115223	$ 4,180.00	$650.00
115224	$ 4,180.00	$650.00
115242	$ 4,180.00	$650.00
115243	$ 4,180.00	$650.00
115226	$ 4,180.00	$650.00
111976	$ 4,180.00	$650.00
115227	$ 4,180.00	$650.00
111975	$ 4,180.00	$650.00
111972	$ 4,180.00	$650.00
111990	$ 4,180.00	$650.00
109644	$ 4,180.00	$650.00
111962	$ 4,180.00	$650.00
111992	$ 4,180.00	$650.00
111963	$ 4,180.00	$650.00
111965	$ 4,180.00	$650.00
111967	$ 4,180.00	$650.00
111984	$ 4,180.00	$650.00
111981	$ 4,180.00	$650.00
111977	$ 4,180.00	$650.00
115215	$ 4,180.00	$650.00
115230	$ 4,180.00	$650.00
115213	$ 4,180.00	$650.00

Property ID	Capital Assessment Unpaid[5]	O&M Assessment Levied[6]
115231	$ 4,180.00	$650.00
115214	$ 4,180.00	$650.00
115254	$ 4,180.00	$650.00
115253	$ 4,180.00	$650.00
115256	$ 4,180.00	$650.00
115252	$ 4,180.00	$650.00
115216	$ 4,180.00	$650.00
115257	$ 4,180.00	$650.00
115234	$ 4,180.00	$650.00
115251	$ 4,180.00	$650.00
115258	$ 4,180.00	$650.00
115235	$ 4,180.00	$650.00
115250	$ 4,180.00	$650.00
115259	$ 4,180.00	$650.00
115236	$ 4,180.00	$650.00
115249	$ 4,180.00	$650.00
115260	$ 4,180.00	$650.00
115237	$ 4,180.00	$650.00
115261	$ 4,180.00	$650.00
115238	$ 4,180.00	$650.00
115247	$ 4,180.00	$650.00
115262	$ 4,180.00	$650.00
115239	$ 4,180.00	$650.00
115246	$ 4,180.00	$650.00
115263	$ 4,180.00	$650.00
115245	$ 4,180.00	$650.00
115241	$ 4,180.00	$650.00
115244	$ 4,180.00	$650.00
115229	$ 4,180.00	$650.00
115228	$ 4,180.00	$650.00
124637	$ 4,180.00	$650.00
124639	$ 4,180.00	$650.00
124640	$ 4,180.00	$650.00
124642	$ 4,180.00	$650.00
124643	$ 4,180.00	$650.00
124644	$ 4,180.00	$650.00
124645	$ 4,180.00	$650.00
124648	$ 4,180.00	$650.00
115233	$ 4,180.00	$650.00
115248	$ 4,180.00	$650.00
115265	$ 4,180.00	$650.00

Property ID	Capital Assessment Unpaid[5]	O&M Assessment Levied[6]
124660	$ 4,180.00	$650.00
124673	$ 4,180.00	$650.00
124661	$ 4,180.00	$650.00
124674	$ 4,180.00	$650.00
124659	$ 4,180.00	$650.00
124662	$ 4,180.00	$650.00
124638	$ 4,180.00	$650.00
124675	$ 4,180.00	$650.00
124663	$ 4,180.00	$650.00
124676	$ 4,180.00	$650.00
124657	$ 4,180.00	$650.00
124664	$ 4,180.00	$650.00
124677	$ 4,180.00	$650.00
124656	$ 4,180.00	$650.00
124665	$ 4,180.00	$650.00
124641	$ 4,180.00	$650.00
124678	$ 4,180.00	$650.00
124655	$ 4,180.00	$650.00
124666	$ 4,180.00	$650.00
124679	$ 4,180.00	$650.00
124654	$ 4,180.00	$650.00
124667	$ 4,180.00	$650.00
124680	$ 4,180.00	$650.00
124653	$ 4,180.00	$650.00
124668	$ 4,180.00	$650.00
124681	$ 4,180.00	$650.00
124652	$ 4,180.00	$650.00
124669	$ 4,180.00	$650.00
124682	$ 4,180.00	$650.00
124651	$ 4,180.00	$650.00
124670	$ 4,180.00	$650.00
124646	$ 4,180.00	$650.00
124650	$ 4,180.00	$650.00
124671	$ 4,180.00	$650.00
124647	$ 4,180.00	$650.00
124684	$ 4,180.00	$650.00
124649	$ 4,180.00	$650.00
124685	$ 4,180.00	$650.00
127971	$ 4,180.00	$650.00
127978	$ 4,180.00	$650.00
127946	$ 4,180.00	$650.00

Property ID	Capital Assessment Unpaid[5]	O&M Assessment Levied[6]
127917	$ 4,180.00	$650.00
127990	$ 4,180.00	$650.00
127979	$ 4,180.00	$650.00
127922	$ 4,180.00	$650.00
127947	$ 4,180.00	$650.00
127969	$ 4,180.00	$650.00
127918	$ 4,180.00	$650.00
127989	$ 4,180.00	$650.00
127980	$ 4,180.00	$650.00
127921	$ 4,180.00	$650.00
127948	$ 4,180.00	$650.00
127968	$ 4,180.00	$650.00
127919	$ 4,180.00	$650.00
127988	$ 4,180.00	$650.00
127949	$ 4,180.00	$650.00
127967	$ 4,180.00	$650.00
127966	$ 4,180.00	$650.00
127951	$ 4,180.00	$650.00
127965	$ 4,180.00	$650.00
127952	$ 4,180.00	$650.00
127964	$ 4,180.00	$650.00
127953	$ 4,180.00	$650.00
127955	$ 4,180.00	$650.00
127987	$ 4,180.00	$650.00
127945	$ 4,180.00	$650.00
115232	$ 4,180.00	$650.00
127986	$ 4,180.00	$650.00
127944	$ 4,180.00	$650.00
127957	$ 4,180.00	$650.00
127985	$ 4,180.00	$650.00
127943	$ 4,180.00	$650.00
127984	$ 4,180.00	$650.00
127942	$ 4,180.00	$650.00
127959	$ 4,180.00	$650.00
127983	$ 4,180.00	$650.00
127941	$ 4,180.00	$650.00
127960	$ 4,180.00	$650.00
127991	$ 4,180.00	$650.00
127982	$ 4,180.00	$650.00
127940	$ 4,180.00	$650.00
127961	$ 4,180.00	$650.00

Property ID	Capital Assessment Unpaid[5]	O&M Assessment Levied[6]
127981	$ 4,180.00	$650.00
127939	$ 4,180.00	$650.00
127962	$ 4,180.00	$650.00
113267	$ 4,180.00	$650.00
127938	$ 4,180.00	$650.00
127963	$ 4,180.00	$650.00
127937	$ 4,180.00	$650.00
127935	$ 4,180.00	$650.00
127934	$ 4,180.00	$650.00
127933	$ 4,180.00	$650.00
124658	$ 4,180.00	$650.00
124683	$ 4,180.00	$650.00
127924	$ 4,180.00	$650.00
127923	$ 4,180.00	$650.00
127910	$ 4,180.00	$650.00
127911	$ 4,180.00	$650.00
127915	$ 4,180.00	$650.00
127914	$ 4,180.00	$650.00
127913	$ 4,180.00	$650.00
127936	$ 4,180.00	$650.00
127970	$ 4,180.00	$650.00
127920	$ 4,180.00	$650.00
127950	$ 4,180.00	$650.00
127954	$ 4,180.00	$650.00
127956	$ 4,180.00	$650.00
127958	$ 4,180.00	$650.00
127992	$ 4,180.00	$650.00
127908	$ 4,180.00	$650.00
127909	$ 4,180.00	$650.00
127916	$ 4,180.00	$650.00
127912	$ 4,180.00	$650.00
140692[7]	NA	N/A
140693[8]	NA	N/A
141513[9]	NA	N/A
129137[10]	NA	N/A
141491[11]	NA	N/A
TOTAL	**$2,131,800.00**	

[7] Divided real estate interest. See ID 127967 for assessment.
[8] Divided real estate interest. See ID 127967 for assessment.
[9] Divided real estate interest. See ID 127967 for assessment. Overall property ID.
[10] Divided real estate interest. See ID 104830 for assessment.
[11] Divided real estate interest. See ID 104830 for assessment. Overall property ID.

Property ID	Capital Assessment Unpaid[5]	O&M Assessment Levied[6]
		$331,500.00[12]

SUMMARY OF ASSESSMENTS BY LAND USE CATEGORY

Property Type	Unpaid Capital Assessment	O&M Assessment[13]
Commercial	$1,~~272,720.45~~148,468.73	Updated Annually with Service and Assessment Plan
Multi-Family	$1,~~5~~623,609.8~~,060.135~~	Updated Annually with Service and Assessment Plan
Undeveloped	$2,472,193.44	Updated Annually with Service and Assessment Plan
Single Family	$2,131,800.00	Updated Annually with Service and Assessment Plan
TOTAL	$7,~~4~~3~~74~~6,0~~774~~2.02	

[12] The O&M assessments levied may be adjusted annually by City Council.

[13] The City Council has allocated the Costs of the Supplemental Services originally estimated to be approximately $5,400,000 over 25 years and levied the portion of the Assessments related to the Supplemental Services against the Commercial Lots based on $.045 per square foot, the Multi-Family Lots based on $0.056 per square foot and against the Single-Family Residential Lots at $26.00 per Lot per year. Each year, the Costs of the Supplemental Services may increase or decrease each year based on the actual maintenance costs of the Capital Improvements and costs of administering and operating the District, including the costs of collecting the Assessments.

EXHIBIT F-1: FISCAL YEAR 2020 ANNUAL INSTALLMENTS[14]

Property ID	Capital Assessment FY 2020 Installment	O&M Assessment FY 2020 Installment	Total FY 2020 Installment
COMMERCIAL LOTS			
RATE	.071/square foot	.0317/square foot	
90301	$0.00	$19,376.12	**$19,376.12**
90754	$3,544.30	$1,582.46	**$5,126.76**
90302	$3,126.78	$1,396.04	**$4,522.82**
97463	$1,827.82	$816.08	**$2,643.90**
97464	$2,975.24	$1,328.38	**$4,303.62**
90303	$4,790.69	$2,138.94	**$6,929.63**
92325	$3,924.71	$1,752.30	**$5,677.01**
95378	$3,027.81	$1,351.85	**$4,379.66**
95379	$4,824.71	$2,154.13	**$6,978.84**
115192	$4,642.23	$2,072.66	**$6,714.89**
30102	$19,862.96	$8,868.39	**$28,731.35**
114958	$22,626.63	$10,102.31	**$32,728.94**
127995	$9,593.74	$4,283.40	**$13,877.14**
114957	$80.41	$35.90	**$116.31**
MULTI-FAMILY LOTS			
RATE	.068/square foot	.0317/square foot	
104899	$37,141.53	$17,314.50	**$54,456.03**
113268	$35,497.57	$16,548.13	**$52,045.70**
UNDEVELOPED LOT			
RATE	.068/square foot	.0317/square foot	
47760	$112,372.43	$52,385.38	**$164,757.81**
SINGLE FAMILY LOTS			
Per Lot	$380	$23.16	**$403.16**

[14] Due on or before January 31st, 2020.

EXHIBIT G: TIMELINE OF PROCEEDINGS

Below is a summary of prior legislative actions and proceedings of the City Council related to the District, including the levy of Assessments. This Exhibit G shall be updated with each Annual Service Plan Update.	
July 18, 2001	• Owners submit petition requesting establishment of the District.
August 25, 2001	Publication of notice in the *Bastrop Advertiser,* a newspaper of general circulation in the City, of a Public Hearing to be held on September 11, 2001, to consider creation of the District.
September 11, 2001	• City Council approved Resolution No. R-2001-19 authorizing the creation of the District.
September 22, 2001	• Publication of Resolution No. R-2001-19 authorizing the creation of the District in the *Bastrop Advertiser*~~, a newspaper of general circulation in the City~~.
October 25, 2003	• Publication of notice in the *Bastrop Advertiser* of a Public Hearing to be held on November 11, 2003, to consider an amendment to Resolution No. R-2001-19 revising the estimated costs of the public improvements and the method of assessment for the District.
November 11, 2003	• City Council approved Resolution No. R-2003-34 amending Resolution No. R-2001-19 revising the estimated costs of the public improvements and the method of assessment for the District and directing preparation of a service and assessment plan for the District. • City Council approved Resolution No. R-2003-36 directing the filing of the proposed assessment roll for the District with the City Secretary of the City and directing publication of a public hearing to consider the proposed assessments (the "Assessment Hearing").
November 13, 2003	• Publication of notice in the *Bastrop Advertiser* of a Public Hearing to be held on November 25, 2003, to hold an Assessment Hearing to consider an ordinance levying assessments in the District.
November 25, 2003	• After considering all written and documentary evidence presented at the Assessment Hearing, the City Council approved the first reading of Ordinance No. 2003-35 (the "Assessment Ordinance"), that approved the "Hunters Crossing Public Improvement District Service and Assessment Plan, City of Bastrop, Texas" dated November 19, 2003 (the "Original Service and Assessment Plan"), and levied the Assessments as shown on the Assessment Roll attached as Exhibit C to the Assessment Ordinance.
December 9, 2003	• After the second reading of the Assessment Ordinance, the City Council approved and adopted the Assessment Ordinance.
February 2, 2004	• The Assessment Ordinance is recorded as Document No. 200401641 in the real property records of the County.
November 11, 2004	• Publication of notice in the *Bastrop Advertiser* of a Public Hearing to be held on November 23, 2004, to consider an amendment to Ordinance No. 2003-35 to correct certain scrivener's and mathematical errors, as well as a failure to

	denote the effects of rounding in the conversion from acres to square feet in the Assessment Roll that was attached to the Assessment Ordinance as Exhibit C.
November 23, 2004	• City Council, after considering all written and documentary evidence presented at the public hearing described above, approved the first reading of Ordinance No. 2004-42 (the "Assessment Roll Amendment Ordinance") that revised the Assessment Roll attached as Exhibit C to the Assessment Ordinance.
December 14, 2004	• City Council, after the second reading of the Assessment Roll Amendment Ordinance, approved and adopted the Assessment Roll Amendment Ordinance revising the Assessment Roll attached as Exhibit C to the Assessment Ordinance.
December 27, 2004	• The Assessment Roll Amendment Ordinance is recorded as Document No. 200420005 in the real property records of County.
September 15, 2012	• Publication of notice in the *Bastrop Advertiser* of a Public Hearing to be held on September 20, 2012, to consider the annual SAP Update for Fiscal Year 2013.
September 20, 2012	• Hunters Crossing Local Government Corporation (the "Corporation") public hearing considered annual SAP Update for Fiscal Year 2013 and approved Resolution approving and adopting SAP Update for Fiscal Year 2013.
September 7, 2013	• Publication of notice in the Bastrop Advertiser of a Public Hearing to be held on September 23, 2013, to consider the annual SAP Update for Fiscal Year 2014.
September 23, 2013	• Corporation public hearing considered the annual SAP Update for Fiscal Year 2014 and approved Resolution approving and adopting SAP Update for Fiscal Year 2014.
September 6, 2014	• Publication of notice in the *Bastrop Advertiser* of a Public Hearing to be held on September 24, 2014, to consider the annual SAP Update for Fiscal Year 2015.
September 24, 2014	• Corporation public hearing considered the annual SAP Update for Fiscal Year 2015 and approved Resolution approving and adopting SAP Update for Fiscal Year 2015.
September 5, 2015	• Publication of notice in the *Bastrop Advertiser* of a Public Hearing to be held on September 23, 2015, to consider the annual SAP Update for Fiscal Year 2016.
September 23, 2015	• Corporation public hearing considered the annual SAP Update for Fiscal Year 2016 and approved Resolution approving and adopting SAP Update for Fiscal Year 2016.
September 17, 2016	• Publication of notice in the *Bastrop Advertiser* of a Public Hearing to be held on September 28, 2016, to consider the annual SAP Update for Fiscal Year 2017.
September 28, 2016	• Corporation public hearing considered the annual SAP Update for Fiscal Year 2016 and approved Resolution approving and adopting SAP Update for Fiscal Year 2016.
September 5, 2017	• Mailed notice of the September 26, 2017 Hearing to consider the annual SAP Update for Fiscal Year 2018.
September 9, 2017	• Publication of notice in the *Bastrop Advertiser* of a Public Hearing to be held on September 26, 2017, to consider the annual SAP Update for Fiscal Year 2018.
September 26, 2017	• City Council approved first reading of Ordinance No. 2017-26 (the "2017 SAP Update Ordinance"), which approved the updated service plan, including the

	updated Assessment Roll for Fiscal Year 2018 and other provisions related to the District and the Corporation.
September 28, 2017	• City Council, after the second reading of the 2017 SAP Update Ordinance, approved and adopted the 2017 SAP Update Ordinance that approved the updated service plan, including the updated Assessment Roll for Fiscal Year 2018 and other provisions related to the District and the Corporation.
September 1, 2018	• Publication of notice in the *Bastrop Advertiser* of a Public Hearing to be held on September 11, 2018, to consider annual SAP Update for Fiscal Year 2019.
September 11, 2018	• City Council, after considering all written and documentary evidence presented at the public hearing described above, approved the first reading of Ordinance No. 2018-24 (the "2018 SAP Update Ordinance"), which approved and accepted the updated service plan, including the updated Assessment Roll for Fiscal Year 2019.
September 25, 2018	• City Council, after the second reading of the 2018 SAP Update Ordinance, approved and adopted 2018 SAP Update Ordinance.

EXHIBIT H – FORM OF NOTICE OF PID ASSESSMENT TERMINATION

P3Works, LLC
350 Rufe Snow Drive, Suite 200
Keller, TX 76248

[Date]
Bastrop County Clerk's Office
Honorable _____
P.O. Box 577
Bastrop, Texas 78602

Re: City of Bastrop Lien Release documents for filing

Dear [Ms./Mrs./Mr.]_____

Enclosed is a lien release that the City of Bastrop is requesting to be filed in your office. Lien release for [insert legal description]. Recording Numbers: _____ (Plat). Please forward copies of the filed documents to my attention:

City of Bastrop
Attn: [City Secretary]
P.O. Box 427
Bastrop, Texas 78602

Please contact me if you have any questions or need additional information.

Sincerely,

P3Works, LLC
(817) 393-0353
Admin@P3-Works.com
www.P3-Works.com

AFTER RECORDING RETURN TO:

[City Secretary Name]
[City Secretary Address]

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN

STATE OF TEXAS	**§**	
	§	**KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF BASTROP	**§**	

THIS FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN (this "Full Release") is executed and delivered as of the Effective Date by the City of Bastrop, Texas, a Texas home rule municipality.

RECITALS

WHEREAS, the governing body (hereinafter referred to as the "City Council") of the City of Bastrop, Texas (hereinafter referred to as the "City "), is authorized by Chapter 372, Texas Local Government Code, as amended (hereinafter referred to as the "Act"), to create public improvement districts within the corporate limits and extraterritorial jurisdiction of the City; and

WHEREAS, on or about September 11, 2001, the City Council for the City, approved Resolution No. R-2001-19 creating the Hunters Crossing Public Improvement District; and

WHEREAS, the Hunters Crossing Public Improvement District consists of approximately 283.001 contiguous acres within the corporate limits of the City; and

WHEREAS, on or about December 9, 2003, the City Council, approved Ordinance No. 2003-35 (hereinafter referred to as the "Original Assessment Ordinance") approving a service and assessment plan and assessment roll for the Property within the Hunters Crossing Public Improvement District; and

WHEREAS, on or about December 14, 2004, the City Council passed and approved Ordinance No. 2004-42 (the Original Assessment Ordinance as amended by Ordinance No. 2004-42, and as the same may be amended from time to time, is referred to collectively as the "Assessment Ordinance"), to correct omissions or mistakes discovered in the Assessment Roll consisting of scrivener's and mathematical errors as well as a failure to denote the effects of rounding in the conversion of square feet; and

WHEREAS, the Assessment Ordinance imposed an assessment in the amount of [amount] (hereinafter referred to as the "Lien Amount") for the following property:

[legal description], a subdivision in Bastrop County, Texas, according to the map or plat of record in Document/Instrument No. _____ of the Plat Records of Bastrop County, Texas (hereinafter referred to as the "Property"); and

WHEREAS, the property owners of the Property have paid unto the City the Lien Amount.

RELEASE

NOW THEREFORE, the City, the owner and holder of the Lien, Instrument No. _____, in the Real Property Records of Bastrop County, Texas, in the amount of the Lien Amount against the Property releases and discharges, and by these presents does hereby release and discharge, the above-described Property from said lien held by the undersigned securing said indebtedness.

EXECUTED to be **EFFECTIVE** this the _____ day of _____, 20__.

CITY OF BASTROP, TEXAS,
A Texas home rule municipality,

By: _____
[Manager Name], City Manager

ATTEST:

_____
[Secretary Name], City Secretary

STATE OF TEXAS §
§
COUNTY OF BASTROP §

This instrument was acknowledged before me on the ____ day of _____, 20__, by [City Manager], City Manager for the City of Bastrop, Texas, a Texas home rule municipality, on behalf of said municipality.

_____
Notary Public, State of Texas

Document comparison by Workshare 10.0 on Friday, September 13, 2019 12:46:06 PM

Input:	
Document 1 ID	file://\\SV-DC\Profiles$\roxanne.sheehan\Desktop\LEGAL-#75434-v39-Hunters_Crossing_PID_-_SAP_-_Amended_and_Restated_Service_and_Assessment_Plan.docx
Description	LEGAL-#75434-v39-Hunters_Crossing_PID_-_SAP_-_Amended_and_Restated_Service_and_Assessment_Plan
Document 2 ID	PowerDocs://LEGAL/75434/41
Description	LEGAL-#75434-v41-Hunters_Crossing_PID_-_SAP_-_Amended_and_Restated_Service_and_Assessment_Plan
Rendering set	Standard

Legend:	
Insertion	
~~Deletion~~	
~~Moved from~~	
Moved to	
Style change	
Format change	
~~Moved deletion~~	
Inserted cell	
Deleted cell	
Moved cell	

Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	80
Deletions	71
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	151

STAFF REPORT

MEETING DATE: September 24, 2019 **AGENDA ITEM**: 9B

TITLE:
Consider action to approve Resolution No. R-2019-86 of the City Council of the City of Bastrop, Texas approving an Amended and Restated Public Improvements District Development and Reimbursement Agreement for the Hunters Crossing Public Improvement District, as attached in Exhibit A; providing for a repealing clause and stablishing an effective date.

STAFF REPRESENTATIVE:
Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:
On February 24, 2004, a Public Improvement District Development and Reimbursement Agreement was entered into between the City the HCLGC and Sabine Investment Company to administer the development's improvements and provide for accountability for reimbursement of costs related to the improvements, as provided by the Service and Assessment Plan for the PID. The original agreement provided obligations of the parties related to the management of the construction of the improvements and the manner in which costs were to be determined and property was to be transferred upon completion of the improvements. The agreement was based on projections and estimates which over the past 15 years have been since modified and realized with final and complete infrastructure improvement, with the exception of the completion of Bear Hunter Drive.

The Amended and Restated Agreement updates and acknowledges the total expenditures for the improvements, the total amount of reimbursement paid to date and the total remaining due pursuant to the updated and amended Service and Assessment Plan. It acknowledges that the City is not obligated to pay any amount, but receives certain real property owed to it from the Developer and updates that language to current standards related to the discretionary authority of the HCPID to issue PID Revenue Bonds independent of the City to fund the remaining reimbursements owed to the Developer pursuant to the original agreement and reduces that amount as provided for to allow the developer's reimbursement to burden any interest or issuance costs associated with any debt issuance, rather than property owners. It recognizes and accounts for changes in use of the property in the PID between 2003 and 2019, includes an indemnity agreement obligating the Developer to pay defense costs should the City or the HCLGC be sued in connection with the operation of the District, provides for a $100,000 reimbursement of reconciliation costs expended to amend and restate the District to the City, provides for the closing documentation to illustrate the full payment of reimbursements, provides the estimated engineering and construction costs for the remaining improvement and a construction schedule; provides for the transfer of real property to the city (referred to as the Fire Station lot) adjacent to the pool lot, provides for the park, trail and other improvement easements to be transferred to the HCLGC, and provides for the condominium regime to be established allowing the Hunters

Crossing HOA to acquire, manage and maintain the Pool Facility but otherwise retain the park and parking areas for the HCLGC.

POLICY EXPLANATION:
The Hunters Crossing Public Improvement District (the "PID") was created by the City of Bastrop, Texas and is operating under the authority of Chapter 372, Texas Local Government Code.

RECOMMENDATION:
Consider action to approve Resolution No. R-2019-86 of the City Council of the City of Bastrop, Texas approving an Amended and Restated Public Improvements District Development and Reimbursement Agreement for the Hunters Crossing Public Improvement District, as attached in Exhibit A; providing for a repealing clause and stablishing an effective date.

ATTACHMENTS:
- Resolution R-2019-86
- Amended and Restated Public Improvement District Development and Reimbursement Agreement



RESOLUTION NO. R-2019-86

A RESOLUTION OF THE CITY OF BASTROP, TEXAS APPROVING AN AMENDED AND RESTATED PUBLIC IMPROVEMENTS DISTRICT DEVELOPMENT AND REIMBURSEMENT AGREEMENT FOR THE HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT AS ATTACHED IN EXHIBIT A.

WHEREAS, the City of Bastrop, Texas (the "City"), pursuant to and in accordance with the terms, provisions, and requirements of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act"), has previously established the "Hunters Crossing Public Improvement District" (the "District"), pursuant to Resolution No. R-2001-19 adopted by the City Council of the City (the "City Council") on September 11, 2001 (the "Original Creation Authorization"); and

WHEREAS, on November 11, 2003, the City Council passed and approved Resolution No. R-2003-34 amending the Original Creation Authorization by reducing the estimated costs of the public improvements for the PID (the "Public Improvements") and modifying the method of assessment; and

WHEREAS, on February 24, 2004, the City, the Hunters Crossing Local Government Corporation (the "Corporation"), and Sabine Investment Company (the "Original Developer") executed that certain Public Improvements District Development and Reimbursement Agreement (the "Original Agreement"); and

WHEREAS, TF Hunters Crossing, LP (the "Developer") is an assignee of the Original Agreement and the Parties acknowledge that TF Hunters Crossing, LP has replaced Sabine Investment Company as the "Developer" under the Original Agreement for the purpose of acquiring all or part of the Original Developer's assets, and such assignment does not relieve the Original Developer of liability under the Original Agreement; and

WHEREAS, the City, the Corporation, and the Developer now wish to amend and restate the Original Agreement.

WHEREAS, the City Council desires to approve the Amended and Restated Public Improvements District Development and Reimbursement Agreement (the "Agreement") between the City, the Corporation, and the Developer.

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

Section 1. Findings.

The findings and determinations set forth in the recitals hereof are hereby incorporated by reference for all purposes, are true and correct and constitute findings and determinations of the City Council acting in its legislative capacity.

Section 2. The Agreement.

The Agreement attached hereto as **Exhibit A** and incorporated herein for all purposes is hereby approved pursuant to the PID Act Section 372.023 as a reimbursement agreement for the

District as described in the 2019 Amended and Restated Service and Assessment Plan and the Mayor is authorized to execute such Agreement on behalf of the City.

Section 3. **Filing in Land Records**.

The City Secretary is directed to cause a copy of this Resolution, including the Agreement, to be recorded in the real property records of Bastrop County.

Section 4. **Public Meeting**.

The City Council met in a public meeting on September 24, 2019 and adopted this resolution with a majority of vote.

Section 5. Effective Date.

This Resolution shall take effect and the provisions and terms of the Agreement shall be and become effective upon passage and execution hereof.

[*Remainder of Page Intentionally Left Blank; Signatures to Follow*]

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop, Texas on the 24th day of September 2019.

CITY OF BASTROP, TEXAS

APPROVED:

_____

Connie Schroeder, Mayor

ATTEST:

_____

Ann Franklin, City Secretary

APPROVED AS TO FORM AND LEGALITY:

_____

George Hyde, Special Legal Counsel to City of Bastrop, Texas

EXHIBIT A

AMENDED AND RESTATED PUBLIC IMPROVEMENTS DISTRICT DEVELOPMENT AND REIMBURSEMENT AGREEMENT

[Attached]

AMENDED and RESTATED PUBLIC IMPROVEMENTS DISTRICT DEVELOPMENT AND REIMBURSEMENT AGREEMENT

This Amended and Restated Public Improvements District Development and Reimbursement Agreement (this "Agreement") is made by and among the CITY OF BASTROP, TEXAS (the "City"), HUNTERS CROSSING LOCAL GOVERNMENT CORPORATION (the "Corporation"), and TF HUNTERS CROSSING, LP ("Developer"), each a "Party" and collectively the "Parties," to be effective on September 24, 2019 (the "Effective Date").

SECTION 1. RECITALS

1.1 WHEREAS, capitalized terms used in this Agreement shall have the meanings given to them in Section 2;

1.2 WHEREAS, unless otherwise defined: (1) all references to "sections" shall mean sections of this Agreement; (2) all references to "exhibits" shall mean exhibits to this Agreement which are incorporated as part of this Agreement for all purposes; and (3) all references to "ordinances" or "resolutions" shall mean ordinances or resolutions adopted by the City Council;

1.3 WHEREAS, this Agreement amends and restates that certain Public Improvements District Development and Reimbursement Agreement between the City, the Corporation, and Sabine Investment Company (the "Original Developer") executed on February 24, 2004 (the "Original Agreement");

1.4 WHEREAS, TF Hunters Crossing, LP is an assignee of the Original Agreement and the Parties acknowledge that TF Hunters Crossing, LP has replaced Sabine Investment Company as the "Developer" under the Original Agreement for the purpose of acquiring all or part of the Original Developer's assets, and such assignment does not relieve the Original Developer of liability under the Original Agreement;

1.5 WHEREAS, the Developer is a Delaware limited partnership;

1.6 WHEREAS, the City is a Texas home-rule municipality;

1.7 WHEREAS, on September 11, 2001, the City Council passed and approved the PID Creation Resolution authorizing the creation of the PID pursuant to the Act, covering approximately 283.001 contiguous acres within the City's corporate limits, which land is described on Exhibit A attached hereto;

1.8 WHEREAS, on November 11, 2003, the City Council passed and approved the PID Creation Resolution Amendment by reducing the estimated costs of the Authorized Improvements and modifying the method of assessment;

1.9 WHEREAS, on December 9, 2003, the City Council passed and approved an Assessment Ordinance, as amended on December 14, 2004;

1.10 WHEREAS, the Assessment Ordinance approved the SAP;

1.11 WHEREAS, the SAP identifies Authorized Improvements to be designed, constructed, and installed by or at the direction of the Parties that confer a special benefit on the Assessed Property;

1.12 WHEREAS, the SAP sets forth the Costs of the Authorized Improvements;

1.13 WHEREAS, the SAP determines and apportions the Costs of the Authorized Improvements to the Assessed Property, which Costs represent the special benefit that the Authorized Improvements confer upon the Assessed Property as required by the Act;

1.14 WHEREAS, an Assessment Ordinance levied the Costs of the Authorized Improvements as Assessments against the Assessed Property in the amounts set forth on an Assessment Roll;

1.15 WHEREAS, Assessments and Annual Installments are due and payable as described in the SAP;

1.16 WHEREAS, Annual Installments shall be billed and collected by the City or it's designee;

1.17 WHEREAS, Assessment Revenue from the collection of Assessments and Annual Installments shall be deposited as provided in the applicable Indenture if PID Bonds secured by such Assessments and Annual Installments are issued or into the PID Reimbursement Fund if no such PID Bonds are issued or none of such PID Bonds remain outstanding;

1.18 WHEREAS, Bond Proceeds shall be deposited as provided in the applicable Indenture;

1.19 WHEREAS, a PID Project Fund related to PID Bonds shall only be used in the manner set forth in the applicable Indenture;

1.20 WHEREAS, the Parties have agreed to execute a special warranty deed conveying Lot 17, Block A, Hunters Crossing Section Four A from the Developer to the City (the "Special Warranty Deed to the City");

1.21 WHEREAS, the Parties have agreed to execute a special warranty deed conveying certain easements, rights-of-way, greenbelts, parks, and trails from the Developer to the Corporation (the "Special Warranty Deed to the Corporation");

1.22 WHEREAS, the Parties have agreed to revise the Declaration of Condominium Regime for Hunters Crossing Condominiums to transfer the pool facility to the Home Owners Association (the "Condo Declaration");

1.23 WHEREAS, this Agreement is a "reimbursement agreement" authorized by Section 372.023(d)(1) of the Act;

1.24 WHEREAS, the foregoing RECITALS: (1) are part of this Agreement for all purposes; (2) are true and correct; and (3) each Party has relied upon such Recitals in entering into this Agreement; and

1.25 WHEREAS, all resolutions and ordinances referenced in this Agreement (e.g., the PID Creation Resolution and each Assessment Ordinance), together with all other documents referenced in this Agreement (e.g., the SAP and each Indenture), are incorporated as part of this Agreement for all purposes as if such resolutions, ordinances, and other documents were set forth in their entirety in or as exhibits to this Agreement.

NOW THEREFORE, for and in consideration of the mutual obligations of the Parties set forth in this Agreement, the Parties agree as follows:

SECTION 2. DEFINITIONS

2.1 "2018 Capital Assessments" The capital Assessment Revenue collected by the City for fiscal year 2018 totaling $433,774 as of July 11, 2019.

2.2 "2019 Amended and Restated SAP" is defined as the *2019 Amended and Restated Service and Assessment Plan* dated September 10, 2019 and to be approved by City Council on September 24, 2019.

2.3 "Act" is defined as Chapter 372, Texas Local Government Code, as amended.

2.4 "Agreement" is defined in the introductory paragraph.

2.5 "Annual Installment" is defined in the SAP.

2.6 "Applicable Laws" means the Act and all other laws or statutes, rules, or regulations of the State of Texas or the United States, as the same may be amended, by which the City and its powers, securities, operations, and procedures are, or may be, governed or from which its powers may be derived.

2.7 "Assessed Property" is defined in the SAP.

2.8 "Assessment" is defined in the SAP.

2.9 "Assessment Ordinance" is defined in the SAP.

2.10 "Assessment Revenue" means the revenues actually received by or on behalf of the City from the collection of Assessments.

2.11 "Assessment Roll" is defined in the SAP.

2.12 "Authorized Improvements" are defined in the SAP.

2.13 "Bond Proceeds" mean the proceeds derived from the issuance and sale of PID Bonds that are deposited and made available to pay Costs in accordance with the applicable Indenture.

2.14 "City" is defined in the introductory paragraph.

2.15 "City Council" means the governing body of the City.

2.16 "City Representative" means the person authorized by the City Council to undertake the actions referenced herein.

2.17 "Closing Disbursement Request" means a request in the form of Exhibit B or as otherwise approved by the Parties.

2.18 "Corporation" is defined in the introductory paragraph.

2.19 "Costs" are defined in the SAP.

2.20 "Default" is defined in Section 4.10.1.

2.21 "Delinquent Collection Costs" are defined in the SAP.

2.22 "Developer" is defined in the introductory paragraph.

2.23 "Developer Advances" mean advances made by the Developer or others to pay Costs.

2.24 "Effective Date" is defined in the introductory paragraph.

2.25 "Failure" is defined in Section 4.10.1.

2.26 "Indenture" means the applicable trust indenture pursuant to which PID Bonds are issued.

2.27 "Maturity Date" is the date one year after the last Annual Installment is collected.

2.28 "Operational and Maintenance Supplemental Services" are defined in the SAP.

2.29 "Original Agreement" means the Public Improvements District Development and Reimbursement Agreement between the City, the Corporation, and Sabine Investment Company executed on February 24, 2004.

2.30 "Party" and "Parties" are defined in the introductory paragraph.

2.31 "PID" is defined as the Hunters Crossing Public Improvement District, created by the PID Creation Resolution.

2.32 "PID Bonds" are defined in the SAP.

2.33 "PID Creation Resolution" is defined as Resolution No. R-2001-19 passed and approved by the City Council on September 11, 2001.

2.34 "PID Creation Resolution Amendment" is defined as Resolution No. R-2003-34 passed and approved by City Council on November 11, 2003.

2.35 "PID Pledged Revenue Fund" means the fund established by the City under the applicable Indenture (and segregated from all other funds of the City) into which the City deposits Assessment Revenue securing PID Bonds issued and still outstanding.

2.36 "PID Project Fund" means the fund, including all accounts created within such fund, established by the City under the applicable Indenture (and segregated from all other funds of the City) into which the City deposits Bond Proceeds in the amounts and as described in the applicable Indenture.

2.37 "PID Reimbursement Fund" means the fund established by the City under this Agreement (and segregated from all other funds of the City) into which the City deposits Assessment Revenue if not deposited into the PID Pledged Revenue Fund. The PID Reimbursement Fund replaces the "PID Fund" as defined in the Original Agreement.

2.38 "Reimbursement Agreement Balance" is defined in Section 3.3.

2.39 "SAP" is defined as the *Hunters Crossing Public Improvement District Service and Assessment Plan* approved as part of the December 9, 2003, Assessment Ordinance, as the same may be updated or amended by City Council action in accordance with the Act.

2.40 "Transfer" and "Transferee" are defined in Section 4.13.

SECTION 3. FUNDING AUTHORIZED IMPROVEMENTS

3.1 Fund Deposits. Until PID Bonds are issued, the City shall bill, collect, and immediately deposit into the PID Reimbursement Fund all Assessment Revenue consisting of: (1) revenue collected from the payment of Assessments (including pre-payments and amounts received from the foreclosure of liens but excluding costs and expenses related to collection); and (2) revenue collected from the payment of Annual Installments (excluding Operational and Maintenance Supplemental Services and Delinquent Collection Costs). Once PID Bonds are issued, the City shall bill, collect, and immediately deposit all Assessment Revenue in the manner set forth in the applicable Indenture. The City shall also deposit Bond Proceeds and any other funds authorized or required by the Indenture in the manner set forth in the applicable Indenture. Annual Installments shall be billed and collected by the City (or by any person, entity, or governmental agency permitted by law) in the same manner and at the same time as City ad valorem taxes are billed and collected. Funds in the PID Project Fund shall only be used in accordance with the applicable Indenture. Funds in the PID Reimbursement Fund shall only be used to pay all or any portion of the Reimbursement Agreement Balance in accordance with this Agreement. The City will take and pursue all actions permissible under Applicable Laws to cause the Assessments to be collected and the liens related to such Assessments to be enforced continuously, in the manner and to the maximum extent permitted by the Applicable Laws, and, to the extent permitted by Applicable Laws, to cause no reduction, abatement or exemption in the Assessments for so long as any PID Bonds are outstanding or a Reimbursement Agreement Balance remains outstanding. The City shall determine or cause to be determined, no later than February 15 of each year whether any Annual Installment is delinquent and if such delinquencies exist, the City will order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action to foreclose the currently delinquent Annual Installment; provided, however, the City shall not be required under any circumstances to purchase or make payment for the purchase of

the delinquent Assessment or the corresponding Assessed Property. Once PID Bonds are issued, the applicable Indenture shall control in the event of any conflicts with this Agreement.

3.2 Payment of Costs. The Developer has constructed, and the City has accepted, all Authorized Improvements under the SAP other than the completion of a portion of Bear Hunter Drive. The Developer has incurred a total of $17,863,456 in Costs to construct the Authorized Improvements, which includes: (i) $17,317,898 through June 30, 2010; (ii) an additional $545,558 paid to construct Bear Hunter Drive; and (iii) an estimated $256,443 required to be spent by the Developer to construct the remaining portion of Bear Hunter Drive. The Developer has paid all Costs currently incurred and will pay for the remaining Costs to construct Bear Hunter Drive. The City acknowledges that the foregoing Costs are approved for reimbursement up to the maximum capital reimbursement amount in Section 3.3.

3.3 Payment of Reimbursement Agreement Balance. The Developer is entitled to a maximum capital reimbursement amount of $11,961,260 pursuant to the SAP. To date, the Developer has been paid $2,205,097.71 from Assessment Revenue and the Developer is owed $9,756,162.29 (the "Reimbursement Agreement Balance"). The Reimbursement Agreement Balance is reduced by the 2019 assessment roll to an amount equal to $7,474,774.11 which is the amount of all unpaid but levied capital assessments to be collected by the City and paid to the Developer. The Reimbursement Agreement Balance is payable solely from the PID Reimbursement Fund or from PID Bond Proceeds; and, no other City funds, revenue, taxes, income, or property shall be used even if the Reimbursement Agreement Balance is not paid in full by the Maturity Date. Payments made from PID Bond Proceeds shall be made in the manner set forth in the applicable Indenture. So long as no bonds are issued, the City shall make a payment to the Developer at least annually and no later than 90 days after the date payment of the Assessments for such year are due and payable to the City, except for the 2018 Capital Assessments, which are to be paid no later than October 8, 2019. Each payment from the PID Reimbursement Fund shall be accompanied by an accounting that certifies the Reimbursement Agreement Balance as of the date of the payment and that itemizes all deposits to and disbursements from the fund since the last payment. If there is a dispute over the amount of any payment, the City shall nevertheless pay the undisputed amount, and the Parties shall use all reasonable efforts to resolve the disputed amount before the next payment is made.

3.4 PID Bonds. The City, in its sole, legislative discretion, may issue PID Bonds when and if the City Council determines it is financially feasible for the purposes of paying the Reimbursement Agreement Balance. Pursuant to Section 1202.004 of the Texas Government Code, Developer agrees to pay the Texas Attorney General examination fee, which is equal to the lesser of one-tenth of one percent of the principal amount of the public security, or $9,500. PID Bonds issued for such purpose will be secured by and paid solely as authorized by the applicable Indenture. Upon the issuance of PID Bonds for such purpose and for so long as PID Bonds remain outstanding, the Developer's right to receive payments each year in accordance with Section 3.3 shall be subordinate to the deposits required under the applicable Indenture related to any outstanding PID Bonds and the Developer shall be entitled to receive funds pursuant to the flow of funds provisions of such Indenture. The failure of the City to issue PID Bonds shall not constitute a "Failure" by the City or otherwise result in a "Default" by the City.

3.5 Disbursements and Transfers at and after Bond Closing. The City and the Developer agree that from the proceeds of the PID Bonds, and upon the presentation of evidence satisfactory to the City Representative, the City will cause the trustee under the applicable Indenture to pay at closing of the PID Bonds approved amounts from the appropriate account to the persons entitled to payment for costs of issuance and payment of costs incurred in the establishment, administration, and operation of the PID and any other eligible items expended by the Developer and the City as of the time of the delivery of the PID Bonds as described in the SAP. In order to receive disbursement, the Developer shall execute a Closing Disbursement Request to be delivered to the City no less than five (5) days prior to the scheduled closing date for the PID Bonds for payment in accordance with the provisions of the Indenture. After the City approves the Closing Disbursement Request and proceeds from the PID Bonds are transferred to the Developer, the Reimbursement Agreement Balance will be reduced to zero and all obligations owed by the City to the Developer pursuant to this Agreement will be satisfied.

3.6 Obligations Limited. The obligations of the City under this Agreement shall not, under any circumstances, give rise to or create a charge against the general credit or taxing power of the City or a debt or other obligation of the City payable from any source other than the PID Reimbursement Fund, the PID Pledged Revenue Fund, or the PID Project Fund. Unless approved by the City, no other City funds, revenues, taxes, or income of any kind shall be used to pay: (1) the Costs of the Authorized Improvements; (2) the Reimbursement Agreement Balance even if the Reimbursement Agreement

Balance is not paid in full; or (3) debt service on any PID Bonds. None of the City or any of its elected or appointed officials or any of its officers, employees, consultants or representatives shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of this Agreement or their acts or omissions under this Agreement.

3.7 Obligation to Pay. Subject to the provisions of Section 3.6, the Developer is in substantial compliance with its obligations under the Original Agreement, and the City has approved and accepted the Authorized Improvements for which Developer seeks reimbursement of the Costs by submission of the Closing Disbursement Request, the obligations of the City under this Agreement to pay disbursements (whether to the Developer or to any person designated by the Developer) identified in the Closing Disbursement Request and to pay debt service on PID Bonds are unconditional AND NOT subject to any defenses or rights of offset except as may be provided in any Indenture. If PID Bonds are not issued, the City continues to remain obligated to pay the Developer annually from the PID Reimbursement Fund pursuant to the provisions of Section 3.3.

3.8 Bear Hunter Drive. The only outstanding obligation by the Developer under the SAP and Original Agreement is to construct the remaining portion of Bear Hunter Drive streets and drainage improvements, which are described along with their estimated construction and electrical cost on the attached Exhibit C (the "Bear Hunter Improvements"). The Developer will construct the portion of Bear Hunter Drive identified in blue on Exhibit D attached hereto. Construction will begin 60 days after the City pays to the Developer the 2018 Capital Assessments and be completed within 180 after construction begins. Upon completion of the construction of Bear Hunter Drive, the City will release the performance bond held to guaranty completion of Bear Hunter Drive.

SECTION 4. ADDITIONAL PROVISIONS

4.1 Term. The term of this Agreement shall begin on the Effective Date and shall continue until the date on which the Reimbursement Agreement Balance is paid in full or reduced to zero.

4.2 No Competitive Bidding. Construction of the Authorized Improvements shall not require competitive bidding pursuant to Section 252.022(a) (9) of the Texas Local Government Code, as amended.

4.3 Independent Contractor. In performing this Agreement, the Developer is an independent contractor and not the agent or employee of the City.

4.4 Developer's Contribution. The City acknowledges that the original developer's property acquisition of HXC-1 (Home Depot Lot 1, Chili's Lot 1, and Balance of Retail Lot 2) in the amount of $1,118,069 (the "Property Acquisition") is, pursuant to the Original SAP, a Developer General Contribution of 20% totaling $1,868,974, which includes the Property Acquisition, and has already been subtracted from the total net capital recovery due to the Developer as shown on SAP, Exhibit E-1, Exhibit F-Table A, and Exhibit G.

4.5 Parcel 98555, Lot 3B. The City acknowledges that Parcel 98555 ("Lot 3B") is a non-benefitted property and as such the assessment originally levied on Lot 3B was reduced to zero.

4.6 Audit. The Developer shall have the right, during normal business hours, to review all records and accounts pertaining to the Assessments upon written request to the City. The City shall provide the Developer an opportunity to inspect such books and records relating to the Assessments during the City's regular business hours and on a mutually agreeable date no later than ten (10) business days after the City receives such written request. The City shall keep and maintain a proper and complete system of records and accounts pertaining to the Assessments for so long as PID Bonds remain outstanding or Reimbursement Agreement Balance remains unpaid.

4.7 Developer's Right to Protest Ad Valorem Taxes. Nothing in this Agreement shall be construed to limit or restrict Developer's right to protest ad valorem taxes. The Developer's decision to protest ad valorem taxes on Assessed Property does not constitute a Default under this Agreement.

4.8 PID Administration and Collection of Assessments. If the City designates an administrator who shall have the responsibilities provided in the SAP related to the duties and responsibilities of the administration of the PID, the City shall provide the Developer with a copy of the agreement between the City and the administrator. If the City contracts with a third-party for the collection of Annual Installments of the Assessments, the City shall provide the Developer with a copy of such agreement. For so long as PID Bonds remain outstanding or the Reimbursement Agreement Balance remains unpaid, the City shall notify the Developer of any change of administrator or third-party collection of the Assessments.

4.9 Representations and Warranties.

4.9.1 The Developer represents and warrants to the City that: (1) the Developer has the authority to enter into and perform its obligations under this Agreement; (2) the Developer has the financial resources, or the ability to collect sufficient financial resources, to meet its

obligations under this Agreement; (3) the person executing this Agreement on behalf of the Developer has been duly authorized to do so; (4) this Agreement is binding upon the Developer in accordance with its terms; and (5) the execution of this Agreement and the performance by the Developer of its obligations under this Agreement do not constitute a breach or event of default by the Developer under any other agreement, instrument, or order to which the Developer is a party or by which the Developer is bound.

4.9.2 The City represents and warrants to the Developer that: (1) the City has the authority to enter into and perform its obligations under this Agreement; (2) the person executing this Agreement on behalf of the City has been duly authorized to do so; (3) this Agreement is binding upon the City in accordance with its terms; and (4) the execution of this Agreement and the performance by the City of its obligations under this Agreement do not constitute a breach or event of default by the City under any other agreement, instrument, or order to which the City is a party or by which the City is bound.

4.10 Default/Remedies.

4.10.1 If either Party fails to perform an obligation imposed on such Party by this Agreement (a "Failure") and such Failure is not cured after notice and the expiration of the cure periods provided in this section, then such Failure shall constitute a "Default." If a Failure is monetary, the non-performing Party shall have 10 days within which to cure. If the Failure is non-monetary, the non-performing Party shall have 30 days within which to cure.

4.10.2 If the Developer is in Default, the City shall have available all remedies at law or in equity; provided no default by the Developer shall entitle the City to terminate this Agreement or to withhold payments to the Developer from the PID Reimbursement Fund or the PID Pledged Revenue Fund or the PID Project Fund in accordance with this Agreement and the Indenture.

4.10.3 If the City is in Default, the Developer shall have available all remedies at law or in equity; provided, however, no Default by the City shall entitle the Developer to terminate this Agreement. The terms of this Agreement and the payment of the Reimbursement Agreement Balance by the City to the Developer is a contract for goods and services within the meaning of Section 271.151 of the Texas Local Government Code, as amended, and the Reimbursement Agreement Balance is the balance due and owed by the City to the Developer

within the meaning of Section 271.151 of the Texas Local Government Code, as amended. Except as provided in this Section 4.10.3, the City does not waive or surrender any of its governmental powers, immunities, or rights.

4.10.4 The City shall give notice of any alleged Failure by the Developer to each Transferee identified in any notice from the Developer, and such Transferees shall have the right, but not the obligation, to cure the alleged Failure within the same cure periods that are provided to the Developer. The election by a Transferee to cure a Failure by the Developer shall constitute a cure by the Developer but shall not obligate the Transferee to be bound by this Agreement unless the Transferee agrees in writing to be bound.

4.11 Remedies Outside the Agreement. Nothing in this Agreement constitutes a waiver by the City of any remedy the City may have outside this Agreement against the Developer, any Transferee, or any other person or entity involved in the design, construction, or installation of the Authorized Improvements. The obligations of the Developer hereunder shall be those of a party hereto and not as an owner of property in the PID. Nothing herein shall be construed as affecting the City's or the Developer's rights or duties to perform their respective obligations under other agreements, use regulations, or subdivision requirements relating to the development property in the PID.

4.12 Estoppel Certificate. From time to time upon written request of the Developer, the City Manager will execute a written estoppel certificate (1) identifying any obligations of the Developer under this Agreement that are in default or, with the giving of notice or passage of time, would be in default; or (2) stating, to the extent true, that to the best knowledge and belief of the City, the Developer is in compliance with its duties and obligations under this Agreement.

4.13 Transfers. The Developer has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part without the consent of (but with notice to) the City, the Developer's right, title, or interest to payments under this Agreement (but not performance obligations) including, but not limited to, any right, title, or interest of the Developer in and to payments of the Reimbursement Agreement Balance, whether such payments are from the PID Reimbursement Fund or the PID Pledged Revenue Fund in accordance with Section 3.3 or from Bond Proceeds (any of the foregoing, a "Transfer," and the person or entity to whom the transfer is made, a "Transferee"). Notwithstanding the foregoing, no Transfer shall be effective until notice of the Transfer is given to the City. The City may rely on notice of a Transfer received from the Developer

without obligation to investigate or confirm the validity of the Transfer. The Developer waives all rights or claims against the City for any funds paid to a third party as a result of a Transfer for which the City received notice.

4.14 Applicable Law; Venue. This Agreement is being executed and delivered and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply, the substantive laws of the State of Texas shall govern the interpretation and enforcement of this Agreement. In the event of a dispute involving this Agreement, venue shall lie in any court of competent jurisdiction in Bastrop County, Texas.

4.15 Notice. Any notice referenced in this Agreement must be in writing and shall be deemed given at the addresses shown below: (1) when delivered by a nationally recognized delivery service such as FedEx or UPS with evidence of delivery signed by any person at the delivery address regardless of whether such person is the named addressee; or (2) 72 hours after deposited with the United States Postal Service, Certified Mail, Return Receipt Requested.

To the City:	Attn: Lynda Humble, City Manager P.O. Box 427 Bastrop, Texas 78602 E-mail: lhumble@cityofbastrop.com TEL: (512) 332-8800 FAX: (512) 332-8819
With a copy to:	Attn: George Hyde Russell Rodriguez Hyde Bullock 1633 Williams Drive Building 2, Suite 200 Georgetown, Texas 78628 E-mail: ghyde@txlocalgovlaw.com TEL: (512) 930-1317 FAX: (866) 929-1641
To the Developer:	TF Hunters Crossing, LP 1601 Washington Avenue, Suite 800 Miami Beach, Florida 33139
With a copy to:	Attn: Misty Ventura Shupe Ventura, PLLC 9406 Biscayne Blvd. Dallas, Texas 75218 E-mail:misty.ventura@svlandlaw.com TEL: (214) 328-1101

FAX: (800) 519-3768

Any Party may change its address by delivering notice of the change in accordance with this section.

4.16 Indemnity. The Developer agrees to indemnify the City against claims arising from the 2019 Amended and Restated SAP for four years from the date City Council approves the 2019 Amended and Restated SAP, but only after the City asserts its immunity from suit and immunity from liability and so long as: (1) the City asserts a claim under existing contract indemnities related to the PID; and (2) the Developer has the right to participate in the defense, including objecting to defense counsel selected by the City. If at any point during the litigation, the Developer does not agree with the legal strategy selected by defense counsel and the City, the Developer must state such objections in writing, and if after receiving the Developer's objections the defense counsel and City continue to pursue the objected to legal strategy despite the Developer's written objections, the Developer is no longer obligated to indemnify the City. If the Developer and the City are both named as parties to the lawsuit, the Developer and City will enter into a joint defense agreement.

4.17 Conditional Developer Contribution to Unreimbursed PID Costs:

4.17.1 The City agreed to disburse the 2018 Capital Assessments to Developer on or before October 8, 2019. After receiving the 2018 Capital Assessments and on or before October 15, 2019, the Developer will pay the City $43,377 (10 percent of the 2018 Capital Assessments) as a contribution towards unreimbursed PID costs.

4.17.2 The City agreed to consider issuing PID bonds secured solely by the assessments (and not by the full faith and credit of the City). If the City issues PID bonds, the amount owed to the Developer will be further reduced to the amount distributable from PID bonds for project funds, debt service reserve funds and costs of issuance. If the City issues PID bonds, the City will be paid from the costs of issuance fund or the project fund an amount equal to $56,623 ($100,000 less $43,377) to reimburse the City for unreimbursed PID costs but only if the debt service reserve fund is funded to 25 percent of Maximum Annual Debt Service.

4.18 Recordation: This Agreement and any amendments thereto shall be recorded in the deed records of Bastrop County. In addition, all assignments of this Agreement shall be recorded in the deed records of Bastrop County.

4.19 Delegation of Authority. The Parties have agreed to the form of the Special Warranty Deed to the City attached hereto as Exhibit E, the Special Warranty Deed to the Corporation attached hereto as Exhibit F, and the Condo Declaration attached hereto as Exhibit G (collectively, the "Transfer Exhibits"). The City approves the Transfer Exhibits and delegates authority to the City Manager (or her designee) to execute and record the Transfer Exhibits.

4.20 Non-Waiver of Benefits under Original Agreement. To the extent that the Original Agreement provides specific benefits to any party to the Original Agreement, those benefits are not waived under this Agreement and the Original Agreement is preserved solely for the purpose of maintaining those benefits.

4.21 Conflicts; Amendment. In the event of any conflict between this Agreement and any other instrument, document, or agreement by which either Party is bound, the provisions and intent of the applicable Indenture controls. This Agreement may only be amended by written agreement of the Parties.

4.22 Severability. If any provision of this Agreement is held invalid by any court, such holding shall not affect the validity of the remaining provisions.

4.23 Non-Waiver. The failure by a Party to insist upon the strict performance of any provision of this Agreement by the other Party, or the failure by a Party to exercise its rights upon a Default by the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the provisions of this Agreement.

4.24 Third Party Beneficiaries. Nothing in this Agreement is intended to or shall be construed to confer upon any person or entity other than the City, the Developer, and Transferees any rights under or by reason of this Agreement. All provisions of this Agreement shall be for the sole and exclusive benefit of the City, the Developer, and Transferees.

4.25 Counterparts. This Agreement may be executed in multiple counterparts, which, when taken together, shall be deemed one original.

4.26 Iran, Sudan, and Foreign Terrorist Organizations. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under

Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf,
https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or

https://comptroller.texas.gov/purchasing/docs/fto-list.pdf.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Developer understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

4.27 No Boycott of Israel. In *Amawi v. Pflugerville Independent School District* (1:18-cv-01091), the United States District Court for the Western District of Texas issued a preliminary injunction (the "NBI Injunction") preventing the defendants named therein from enforcement of Texas Government Code §2270.001 et. seq, or any "No Boycott of Israel" clause in any state contract. On May 7, 2019, H.B. 793, 86th Texas Legislature, Regular Session, became law, amending Texas Government Code, §2270.001 et. seq. On May 10, 2019, the Texas Attorney General filed a Motion to Stay the NBI Injunction with the United States Court of Appeals for the Fifth Circuit. In light of the foregoing recent developments, the following representation is provided by the Developer to avoid any uncertainty regarding the authority of the City to enter into this Agreement.

The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer

understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

[*Execution pages follow.*]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement this _____ day of _____ 2019.

CITY OF BASTROP, TEXAS

By:_____
Connie Schroeder, Mayor

STATE OF TEXAS §
§
COUNTY OF BASTROP §

This instrument was acknowledged before me on this _____ day of _____, 2019 by Connie Schroeder as Mayor of the City of Bastrop, Texas, on behalf of said municipality.

[SEAL]: _____
Notary Public, State of Texas

ATTEST:

By:_____
Ann Franklin, City Secretary

APPROVED AS TO FORM AND LEGALITY:

By:_____
George Hyde, Special Legal Counsel to City of Bastrop, Texas

HUNTERS CROSSING LOCAL GOVERNMENT CORPORATION

By: _____
Name: _____
Title: President of the Corporation

STATE OF TEXAS §
§
COUNTY OF BASTROP §

This instrument was acknowledged before me on this _____ day of _____, 2019 by _____ as _____ of the Hunters Crossing Local Government Corporation, on behalf of said corporation.

[SEAL]: _____
Notary Public, State of Texas

TF HUNTERS CROSSING, LP

By: _____
Name: _____
Title: _____

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2019 by _____ as _____ of the TF Hunters Crossing, LP, on behalf of said limited partnership.

[SEAL]: _____
Notary Public, State of _____

Exhibit A

METES AND BOUNDS DESCRIPTION OF THE PID

EXHIBIT "C"
DALE L. OLSON
Registered Professional Land Surveyor
711 Water Street
Bastrop, TX 78602
Phone (512) 321-5476 * Fax (512) 303-5476

FIELD NOTES FOR A 283.001 ACRE TRACT IN THE NANCY BLAKEY SURVEY, BASTROP COUNTY, TEXAS.

BEING a 283.001 acre tract or parcel of land out of and being a part of the Nancy Blakey Survey, A-98, in Bastrop County, Texas, and being a part of that certain 497.81 acre tract described in a deed from Dr. J. Gordon Bryson to Lloyd F. Ketha, dated September 9, 1950, recorded in Volume 129, Page 493, Bastrop County Deed Records. Herein described tract or parcel of land being more particularly described by metes and bounds as follows:

BEGINNING at a 3/8 inch iron rod found at a fence corner post on the south line of State Highway No. 71, the northeast corner of that certain 166 acre tract, called First Tract, described in a deed from Ivor W. Young to John Dale Weaver and wife, Charlotte Weaver, dated December 29, 1960, recorded in Volume 153, Page 338, Bastrop County Deed Records, for the northwest corner of said 497.81 acre tract and this tract.

THENCE with the south line of State Highway No. 71 and north line of said 497.81 acre tract, N 88 deg. 49 min. 00 sec. E, 2272.94 feet to a 5/8 inch iron rod set near a fence corner post for angle.

THENCE leaving said line, S 01 deg. 21 min. 51 sec. E, 286.46 feet to a 5/8 inch iron rod set for angle.

THENCE N 89 deg. 26 min. 22 sec. E, 241.62 feet to a 5/8 inch iron rod set for angle.

THENCE N 01 deg. 12 min. 09 sec. W, 289.08 feet to a 5/8 inch iron rod set on the south line of State Highway No. 71 and north line of said 497.81 acre tract for an angle corner.

THENCE with said line, N 88 deg. 49 min. 00 sec. E, 1019.24 feet to a 5/8 inch iron rod set near a fence corner post, the northwest corner of Lot 1, Covert Automobile Dealership Subdivision, as recorded in Plat Cabinet 2, Page 365A, Bastrop County Plat Records, for the upper northeast corner of this tract.

THENCE with the west line of said Lot 1, S 01 deg. 21 min. 33 sec. E, 846.82 feet to a 5/8 inch iron rod set near a fence corner post, the southwest corner of said Lot 1, for an interior corner of this tract.

THENCE with the south line of said Lot 1, S 79 deg. 14 min. 25 sec. E, 628.56 feet to a 5/8 inch iron rod found near a fence corner post, the southeast corner of Lot 1, on the west line of State Highway No. 304, for the lower northeast corner of this tract.

THENCE with the west line of State Highway No. 304, S 10 deg. 44 min. 28 sec. W, 2287.68 feet to a 1/2 inch iron rod found, near a fence corner post, on the south line of the said Nancy Blakey Survey and said 496.81 acre tract, the north line of the Mozea Rousseau Survey, A-56, the northeast corner of that certain 0.994 acre tract described in a deed from William Howard Dahse and wife, Carolyn D. Dahse, to William N. Selstad, dated April 27, 1998, recorded in Volume 908, Page 871, Bastrop County Deed Records, for the southeast corner of this tract.

THENCE with the north line of the 0.994 acre tract, S 88 deg. 35 min. 34 sec. W, 230.01 feet to a 2 inch steel fence corner post, the northwest corner of said 0.994 acre tract, the northeast corner of that certain 3.800 acre tract described in a deed from Michael S. Compton and wife, Georgia L. Compton, to William Howard Dahse and wife, Carolyn Dowdy Dahse, dated April 30, 1998, recorded in Volume 908, Page 843, Bastrop County Deed Records, for an angle in the south line of this tract.

THENCE continuing with said line, S 88 deg. 55 min. 06 sec. W, 459.21 feet to a 1/2 inch iron rod found at a fence corner post, the northwest corner of the Dahse 3.800 acre tract, the northeast corner of that certain 126.297 acre tract described in a deed from C.D. Fitzwilliam M.D. to Reid Sharp and wife, Cindy

Sharp, dated August 24, 1990, recorded in Volume 580, Page 770, Bastrop County Deed Records, for an angle corner in the south line of this tract.

THENCE continuing with said line, S 88 deg. 32 min. 30 sec. W, 1654.22 feet to a 1/2 inch iron rod found at a fence corner post, the northwest corner of the Sharp 126.297 acre tract, the lower northeast corner of the before mentioned Weaver 166 acre tract, for an angle in the south line of this tract.

THENCE continuing with said line, S 88 deg. 03 min. 49 sec. W, 1403.14 feet to a 5/8 inch iron rod set at a fence corner post, an interior corner of the Weaver 166 acre tract, for the southwest corner of said 497.81 acre tract and this tract.

THENCE with the upper east line of the Weaver 166 acre tract and west line of said 497.81 acre tract, N 00 deg. 00 min. 00 sec. E, 3242.36 feet to the POINT OF BEGINNING, containing 283.001 acres of land.

/s/

Dale L. Olson OR Michael D. Olson
RPLS 1753 RPLS 5386

Order #153000

Exhibit B

FORM OF CLOSING DISBURSEMENT REQUEST

The undersigned is an agent for _____ (the "Developer") and requests payment to the Developer (or to the person designated by the Developer) from the applicable account of the PID Project Fund from _____ (the "Trustee") in the amount of _____ ($_____) to be transferred from the applicable account of the PID Project Fund upon the delivery of the PID Bonds for costs incurred in the establishment, administration, and operation of the Hunters Crossing Public Improvement District (the "District"), as follows. Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Indenture of Trust by and between the City and the Trustee dated as of _____, 20__ (the "Indenture") relating to the [INSERT NAME OF BONDS] (the "PID Bonds").

In connection with the above referenced payment, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Closing Disbursement Request on behalf of the Developer, and is knowledgeable as to the matters set forth herein.

2. The Developer is in compliance with the terms and provisions of the Development and Reimbursement Agreement, the Indenture, and the Service and Assessment Plan.

3. All conditions set forth in the Indenture and the Development and Reimbursement Agreement for the payment hereby requested have been satisfied.

4. Payments requested hereunder have not been the subject of any prior payment made by the City pursuant to the Development and Reimbursement Agreement. Payments requested hereunder are limited to the unpaid Reimbursement Agreement Balance as defined in the Development and Reimbursement Agreement

5. **Payments requested hereunder shall be made as directed below:**

[Information regarding Payee, amount, and deposit instructions attached]

I hereby declare that the above representations and warranties are true and correct.

TF HUNTERS CROSSING, LP

By:_____

Name:_____

Title:_____

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Closing Disbursement Request, acknowledges the Closing Disbursement Request, and finds the Closing Disbursement Request to be in order. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request and shall include said payments in the City Certificate submitted to the Trustee directing payments to be made from Costs of Issuance Account upon delivery of the PID Bonds.

CITY OF BASTROP, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT C
DESCRIPTION AND COST ESTIMATE OF BEAR HUNTER IMPROVEMENTS

COST ESTIMATE
HUNTERS CROSSING
FUTURE BEAR HUNTER DRIVE
CBD #4522
EXCAVATION and STREETS

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	COST	AMOUNT
	I. EXCAVATION / EMBANKEMT - Future Bear Hunter Drive				
1	Site Excavation/Embankment, complete and in place per lump sum	1	LS	$70,033.00	$70,033.00
2	Rough Cut Staking performed by CBD, Inc., complete and in place per lump sum	1	LS	$1,125.00	$1,125.00
	SUBTOTAL STREET EXCAVATION / GRADING - Future Bear Hunter Drive:				**$71,158.00**

	II. STREET ITEMS - Future Bear Hunter Drive	QUANTITY	UNIT	COST	AMOUNT
1	Subgrade Preparation - 3' Back of Curb to 3' Edge of Pavement, complete and in place per square yard	2,786	SY	$2.10	$5,850.60
1	Geogrid - 3' Back of Curb to 3' Edge of Pavement, complete and in place per square yard	2,786	SY	$2.05	$5,711.30
2	13" Flex Base - Bear Hunter Drive, 3' Back of Curb to 3' Edge of Pavement, complete and in place per square yard	2,786	SY	$12.00	$33,432.00
3	2 1/4" HMAC (Type D) - Bear Hunter Drive, Lip to Lip complete and in place per square yard	1,874	SY	$13.50	$25,299.00
4	Curb and Gutter complete and in place per linear foot	864	LF	$14.75	$12,744.00
5	Common Area 5' Sidewalks - (To Match Existing) complete and in place per linear foot	864	LF	$30.00	$25,920.00
6	Street Light to match existing complete and in place per each	3	EA	$1,500.00	$4,500.00
7	Remove Street End Barricade complete and in place per each	1	EA	$104.00	$104.00
8	Curb & Gutter Staking performed by CBD, Inc., complete and in place per lump sum	1	LS	$2,250.00	$2,250.00
	SUBTOTAL STREETS ITEMS - Future Bear Hunter Drive:				**$115,810.90**

	III. DRAINAGE ITEMS - Future Bear Hunter Drive	QUANTITY	UNIT	COST	AMOUNT
1	18" R.C.P., complete and in place per linear foot	40	LF	$48.25	$1,930.00
2	24" R.C.P., complete and in place per linear foot	349	LF	$57.00	$19,893.00
3	30" R.C.P., complete and in place per linear foot	25	LF	$72.00	$1,800.00
4	18' Inlets w/ curb transition complete and in place per each	1	EA	$6,200.00	$6,200.00
5	Storm Sewer Manhole complete and in place per each	1	EA	$2,945.00	$2,945.00
6	Trench Safety, complete and in place per linear foot	414	LF	$1.10	$455.40
7	Storm Sewer Main, Inlet & Headwall Offset Staking complete and in place per lump sum	1	LS	$690.00	$690.00
	SUBTOTAL DRAINAGE ITEMS - Future Bear Hunter Drive:				**$33,913.40**

COST ESTIMATE
HUNTERS CROSSING
FUTURE BEAR HUNTER DRIVE
CBD #4522
EXCAVATION and STREETS

	IV. EROSION CONTROL ITEMS - Future Bear Hunter Drive	QUANTITY	UNIT	COST	AMOUNT
1	Revegetation of Site complete and in place per lump sum	1	LS	$9,086.00	$9,086.00
2	Stabilized Construction Entrance, complete and in place per each	1	EA	$960.50	$960.50
3	Install and Maintain Silt Fence complete and in place per linear foot	870	LF	$2.75	$2,392.50
4	Install and Tree Protection Fence complete and in place per linear foot	146	LF	$3.50	$511.00
7	Inlet Protection complete and in place per each	1	EA	$84.75	$84.75
8	Concrete Wash-Out complete and in place per each	1	EA	$621.50	$621.50
9	LOC Staking complete and in place per lump sum	1	LS	$1,186.00	$1,186.00
	SUBTOTAL BID EROSION CONTROL ITEMS - Future Bear Hunter Drive:				**$14,842.25**

TOTAL FUTURE BEAR HUNTER DRIVE BID	**$235,724.55**

February 28, 2019

Adib Khoury
Starwood Land

RE: Installation of Underground Electric Distribution Facilities for the ***BEAR HUNTER DRIVE STREET LIGHTS PH 2.***
Non BA: 5500069751 | W.O. # 60258315

Dear Name,

We have completed our design to provide electric service to the subject development based on the information you have provided and your plans dated **July 18, 2018**. The total cost of your project is **$20,719.40** and Bluebonnet has determined an allocation of **$0.00** towards your project. A deposit **$0.00** will be added making your total contribution-in-aid of construction (CIAC) **$20,719.40**. Please note that this cost estimate is contingent upon our ability to secure all easements and permits to extend electric service to your site. This cost estimate is subject to change for any revision to our design or for any site conditions that impede our construction and is good for 90 days from the date of this letter.

We require the following before our construction can commence:

1. Your payment of the contribution amount noted above.

We will commence our construction after you have satisfied all of the above and we have verified that your site is ready for our construction. Scheduled construction dates for your project are contingent upon Bluebonnet's work load and weather.

Please call me if you need additional information.

Sincerely,

Shawn Ely

Shawn Ely
Electric Distribution Design Supervisor

Toll: 888-622-2583, ext 8518 or Direct: 979-542-8518

Exhibit D

BEAR HUNTER DRIVE CONSTRUCTION

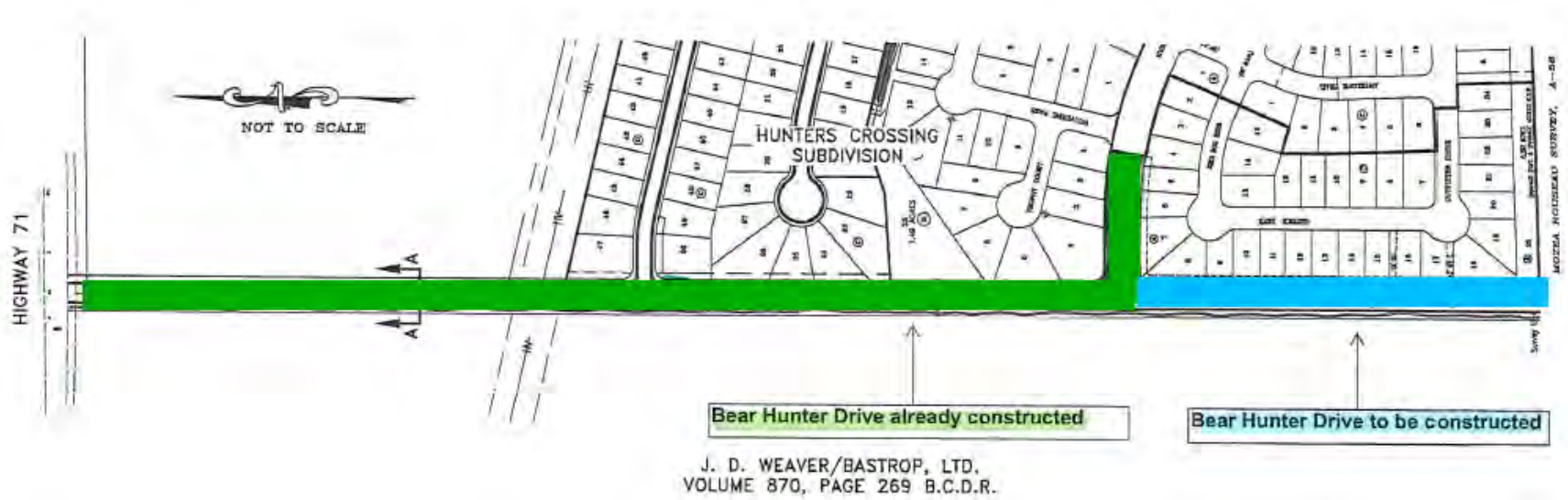


Exhibit E

SPECIAL WARRANTY DEED TO THE CITY

[Attached]

SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS §
§
COUNTY OF BASTROP §

TF HUNTERS CROSSING, L.P., a Delaware limited partnership ("Grantor"), for the consideration hereinafter specified has granted, sold and conveyed, and by these presents does grant, sell and convey, unto **THE CITY OF BASTROP, TEXAS,** a municipal corporation situated in Bastrop County, Texas ("Grantee"), that certain tract of land, together with all improvements thereon, described on Exhibit "A" attached hereto (the "Property").

The consideration for this conveyance consists of the sum of Ten Dollars ($10.00) and other good and valuable consideration all in cash has been paid by Grantee to Grantor, who acknowledges the receipt thereof.

This conveyance is made and accepted subject to all applicable zoning laws, regulations, and ordinances of municipal and/or governmental authorities, and is further made subject to all matters of record in the office of the County Clerk of Bastrop County, Texas, other than any liens (except for the lien for ad valorem taxes), to the extent such matters are valid and subsisting (the "Permitted Exceptions").

To have and to hold the above described Property, together with all and singular the rights and appurtenances thereto in anywise belonging, subject to the Permitted Exceptions, unto Grantee, Grantee's successors and assigns forever; and Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular the said property unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise.

Grantor further retains and reserves unto Hunters Crossing Homeowners Association, Inc., a Texas non-profit corporation, an easement on, over and across the Property for the purpose of maintaining and replacing existing recreational facilities on the Property, to the extent same do not unreasonably interfere with Grantee's use of the Property.

Grantee, by its acceptance of this deed, assumes the obligation to pay taxes on the Property for 2019 and subsequent years.

Executed to be effective as of the _____ day of _____, 2019.

TF HUNTERS CROSSING, L.P.,
a Delaware limited partnership

By: TF Holdings GP, L.L.C.,
a Delaware limited liability company,
General Partner

By: _____
Name: _____
Title: _____

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ____day of _____, 2019, by _____, _____ of TF Holdings GP, L.L.C., a Delaware limited liability company, on behalf of said company in its capacity as the general partner of TF Hunters Crossing, L.P., a Delaware limited partnership, on behalf of said partnership.

_____
Notary Public in and for
the State of _____

(SEAL)

ACCEPTED AND AGREED TO:

THE CITY OF BASTROP, TEXAS,
a municipal corporation

By: _____
Name: _____
Title: _____

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ____day of _____, 2019, by _____, _____ of the City of Bastrop, Texas, a municipal corporation, on behalf of said municipal corporation.

_____
Notary Public in and for
the State of _____

(SEAL)

EXHIBIT "A"

LOT 17, BLOCK A, HUNTERS CROSSING SECTION FOUR A, A SUBDIVISION IN BASTROP COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT CABINET NO. 4, PAGE 131B, PLAT RECORDS OF BASTROP COUNTY, TEXAS.

Exhibit F

SPECIAL WARRANTY DEED TO THE CORPORATION

[Attached]

SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS §
§
COUNTY OF BASTROP §

TF HUNTERS CROSSING, L.P., a Delaware limited partnership ("Grantor"), for the consideration hereinafter specified has granted, sold and conveyed, and by these presents does grant, sell and convey, unto **HUNTERS CROSSING LOCAL GOVERNMENT CORPORATION** ("Grantee"), those certain tracts of land, together with all improvements thereon, described on Exhibit "A" attached hereto (the "Property").

The consideration for this conveyance consists of the sum of Ten Dollars ($10.00) and other good and valuable consideration all in cash has been paid by Grantee to Grantor, who acknowledges the receipt thereof, including Grantee's agreement to reimburse Grantor as more fully set forth in a Public Improvements District Development and Reimbursement Agreement between Grantor's predecessor in interest and Hunters Crossing Public Improvement District (the "Reimbursement Agreement"). For the same consideration, Grantor hereby sells, transfers, and delivers to Grantee all improvements located or to be located on the Property pursuant to the Reimbursement Agreement. Grantor, by execution of this deed, does not waive, release or relinquish its right to be reimbursed for any costs or improvements associated with or related to the Property as aforesaid pursuant to the Reimbursement Agreement. Grantee by acceptance of this deed, or the property therewith, does not waive, release, relinquish its right to be reimbursed for any costs or improvements associated with or related to the Property pursuant to the Reimbursement Agreement.

This conveyance is made and accepted subject to all applicable zoning laws, regulations, and ordinances of municipal and/or governmental authorities, and is further made subject to all matters of record in the office of the County Clerk of Bastrop County, Texas, other than any liens (except for the lien for ad valorem taxes), to the extent such matters are valid and subsisting (the "Permitted Exceptions").

To have and to hold the above described Property, together with all and singular the rights and appurtenances thereto in anywise belonging, subject to the Permitted Exceptions, unto Grantee, Grantee's successors and assigns forever; and Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular the said property unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise.

Grantor does hereby retain and reserve unto itself, its successors and assigns, and all future

owners of the tract of land described on Exhibit "B" attached hereto (the "Benefitted Tract"), for the benefit of the Benefitted Tract, forever, a nonexclusive easement in common with Grantee, its successors and assigns, upon, across and through that certain portion of the Property more particularly described and depicted on Exhibit "A-3" attached hereto (the "Easement Area") for the purpose of vehicular and pedestrian access to and from the Benefitted Tract and Hunter Crossing Boulevard, and to install and maintain utilities and roads over, under, or above the Easement Area to provide service to the Benefitted Tract. Such easement is appurtenant to and runs with all or any portion of the Benefitted Tract. It is contemplated that Home Depot Way will be extended as a road from its existing terminus to the East of Tract 30, as described on Exhibit "A" attached hereto, to the western boundary of the Benefitted Tract and if a governmental authority requests that it be a public road, Grantee agrees to dedicate such right of way upon Grantor's request.

Grantor further retains and reserves unto Hunters Crossing Homeowners Association, Inc., a Texas non-profit corporation, an easement on, over and across Tract 30 and Tract 16 described in Exhibit "A" attached hereto, for the purpose of maintaining and replacing existing recreational facilities on such tracts, to the extent same do not unreasonably interfere with Grantee's use of such tracts.

Grantor agrees to pay taxes on the Property for 2018 and prior years. Grantee, by its acceptance of this deed, assumes the obligation to pay taxes on the Property for 2019 and subsequent years. The Property shall be conveyed to Grantee, until such time as Grantee is no longer in existence, at which time the Property shall automatically be conveyed to the City of Bastrop, Texas, a municipal corporation situated in Bastrop County, Texas.

[*Signature Pages Follow*]

Executed to be effective as of the _____ day of _____, 2019.

TF HUNTERS CROSSING, L.P.,
a Delaware limited partnership

By: TF Holdings GP, L.L.C.,
a Delaware limited liability company,
General Partner

By: _____
Name: _____
Title: _____

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ____day of _____, 2019, by _____, _____ of TF Holdings GP, L.L.C., a Delaware limited liability company, on behalf of said company in its capacity as the general partner of TF Hunters Crossing, L.P., a Delaware limited partnership, on behalf of said partnership.

_____
Notary Public in and for
the State of _____

(SEAL)

ACCEPTED AND AGREED TO:

Hunters Crossing Local Government Corporation

By: _____
Name: _____
Title: _____

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ____day of _____, 2019, by _____, _____ of Hunters Crossing Local Government Corporation, on behalf of said corporation.

_____
Notary Public in and for
the State of _____

(SEAL)

EXHIBIT "A"

1. TRACT 1: 1.1490 ACRES, BEING RESERVE A, OUT OF HUNTERS CROSSING, SECTION ONE-A, A SUBDIVISION IN BASTROP COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT CABINET NO. 4, PAGE 50B, PLAT RECORDS OF BASTROP COUNTY, TEXAS. (DRAINAGE EASEMENT AND UTILITY EASEMENT).

2. INTENTIONALLY OMITTED.

3. TRACT 3: 0.706 ACRES, MORE OR LESS OUT OF HUNTERS CROSSING SECTION THREE A, A SUBDIVISION IN BASTROP COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT CABINET NO. 4, PAGE 111B, PLAT RECORDS OF BASTROP COUNTY, TEXAS. (GREENBELT, NATURAL DRAINAGE, AND WASTEWATER ROW).

4. TRACT 4: 0.995 ACRE, MORE OR LESS, BLOCK A, HUNTERS CROSSING SECTION THREE B, A SUBDIVISION IN BASTROP COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT CABINET NO. 4, PAGE 130B, PLAT RECORDS OF BASTROP COUNTY, TEXAS. (DEDICATED PARK LAND).

5. TRACT 5: 0.082 ACRE, MORE OR LESS, BLOCK C, HUNTERS CROSSING SECTION THREE B, A SUBDIVISION IN BASTROP COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT CABINET NO. 4, PAGE 130B, PLAT RECORDS OF BASTROP COUNTY, TEXAS. (DRAINAGE AND PEDESTRIAN TRAIL RIGHT OF WAY).

6. TRACT 6: 3.188 ACRES, MORE OR LESS, BLOCK A, HUNTERS CROSSING SECTION THREE C, A SUBDIVISION IN BASTROP COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT CABINET NO. 4, PAGE 159B, PLAT RECORDS OF BASTROP COUNTY, TEXAS. (CHANNEL EASEMENT).

7. TRACT 7: 0.749, ACRES, MORE OR LESS, HUNTERS CROSSING SECTION THREE C, A SUBDIVISION IN BASTROP COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT CABINET NO. 4, PAGE 159B, PLAT RECORDS OF BASTROP COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED ON EXHIBIT "A-1" ATTACHED HERETO. (GREENBELT, NATURAL DRAINAGE & WASTEWATER ROW).

8. TRACT 8: 0.054 ACRES, MORE OR LESS, HUNTERS CROSSING SECTION THREE C, A SUBDIVISION IN BASTROP COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT CABINET NO. 4, PAGE 159B, PLAT RECORDS OF BASTROP COUNTY, TEXAS. (DRAINAGE, RECREATION AND WASTEWATER RIGHT OF WAY).

9. INTENTIONALLY OMITTED.

10. TRACT 10: LOT 6, BLOCK E, HUNTERS CROSSING SECTION THREE D, A SUBDIVISION IN BASTROP COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT CABINET NO. 4, PAGE 175B, PLAT RECORDS OF BASTROP COUNTY, TEXAS. (GREENBELT, DRAINAGE EASEMENT, AND ACCESS RIGHT OF WAY).

11. TRACT 11: LOT 12, BLOCK D, HUNTERS CROSSING SECTION THREE D, A SUBDIVISION IN BASTROP COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT CABINET NO. 4, PAGE 175B, PLAT RECORDS OF BASTROP COUNTY, TEXAS. (GREENBELT, DRAINAGE EASEMENT, AND ACCESS RIGHT OF WAY).

12. TRACT 12: LOT 18, BLOCK A, HUNTERS CROSSING, SECTION THREE E, A SUBDIVISION IN BASTROP COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT CABINET NO. 5, PAGE 143A, PLAT RECORDS OF BASTROP COUNTY, TEXAS. (DRAINAGE AND PUBLIC UTILITY EASEMENT).

13. TRACT 13: LOT 19, BLOCK A, HUNTERS CROSSING, SECTION THREE E, A SUBDIVISION IN BASTROP COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT CABINET NO. 5, PAGE 143A, PLAT RECORDS OF BASTROP COUNTY, TEXAS. (LIFT STATION).

14. TRACT 14: LOT 20A, BLOCK A, RESUBDIVISION OF LOTS 11-14, BLOCK A, HUNTERS CROSSING, SECTION THREE E, A SUBDIVISION IN BASTROP COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT CABINET NO. 5, PAGE 151A, PLAT RECORDS OF BASTROP COUNTY, TEXAS. (LANDSCAPE RESERVE AND PUBLIC UTILITY EASEMENT).

15. TRACT 15: LOT 25, BLOCK A, HUNTERS CROSSING SECTION THREE G, A SUBDIVISION IN BASTROP COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT CABINET NO. 5, PAGE 11A, PLAT RECORDS OF BASTROP COUNTY, TEXAS. (GREENBELT, DRAINAGE EASEMENT, AND ACCESS RIGHT OF WAY).

16. TRACT 16: LOT 16, BLOCK A, HUNTERS CROSSING SECTION FOUR A, A SUBDIVISION IN BASTROP COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT CABINET NO. 4, PAGE 131B, PLAT RECORDS OF BASTROP COUNTY, TEXAS. (DRAINAGE EASEMENT).

17. INTENTIONALLY OMITTED.

18. TRACT 18: THAT CERTAIN TRACT OF LAND COMPRISING THE AREA OF THE (I) 12' & 30' WIDE PEDESTRIAN TRAIL, DRAINAGE CHANNEL MAINTENANCE AND ACCESS RIGHT OF WAY, AND (II) 25' & 33' WIDE GREENBELT, NATURAL DRAINAGE RIGHT-OF-WAY, BLOCK A, HUNTERS CROSSING SECTION FOUR A, A SUBDIVISION IN BASTROP COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT CABINET NO. 4, PAGE 131B, PLAT RECORDS OF BASTROP COUNTY, TEXAS. (PEDESTRIAL TRAIL, DRAINAGE CHANNEL, MAINTENANCE AND ACCESS RIGHT OF WAY, GREENBELT, AND DRAINAGE RIGHT-OF-WAY).

19. TRACT 19: LOT 25, BLOCK B, HUNTERS CROSSING SECTION 4B, A SUBDIVISION IN BASTROP COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT CABINET NO. 4, PAGE 187A, PLAT RECORDS OF BASTROP COUNTY, TEXAS. (GREENBELT, DRAINAGE RIGHT OF WAY, PEDESTRIAN TRAIL, AND ACCESS RIGHT OF WAY).

20. TRACT 20: 8.733 ACRES, MORE OR LESS, OUT OF HUNTERS CROSSING, SECTION FIVE

A, A SUBDIVISION IN BASTROP COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT CABINET NO. 4, PAGE 153B, PLAT RECORDS OF BASTROP COUNTY, TEXAS. (CHANNEL RIGHT OF WAY).

21. TRACT 21: LOT 40, BLOCK A, HUNTERS CROSSING SECTION FIVE B, A SUBDIVISION IN BASTROP COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 2301, PAGE 528, UNDER INSTRUMENT NO. 201402457, PLAT RECORDS OF BASTROP COUNTY, TEXAS. (PEDESTRIAL TRAIL, DRAINAGE CHANNEL, MAINTENANCE AND ACCESS RIGHT OF WAY).

22. TRACT 22: 0.033 ACRE, MORE OR LESS, BLOCK A, HUNTERS CROSSING, SECTION FIVE B, A SUBDIVISION IN BASTROP COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 2301, PAGE 528, UNDER INSTRUMENT NO. 201402457, PLAT RECORDS OF BASTROP COUNTY, TEXAS. (WASTEWATER EASEMENT AND PEDESTRIAL ACCESS RIGHT OF WAY).

23. TRACT 23: LOT 41A, BLOCK A, RESUBDIVISION OF LOTS 21-33, BLOCK A, HUNTERS CROSSING, SECTION FIVE B, A SUBDIVISION IN BASTROP COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT CABINET NO. 5, PAGE 151B, PLAT RECORDS OF BASTROP COUNTY, TEXAS. (LANDSCAPE RESERVE AND PUBLIC UTILITY EASEMENT).

24. TRACT 24: LOT 11, BLOCK C, HUNTERS CROSSING SECTION SEVEN A, A SUBDIVISION IN BASTROP COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT CABINET NO. 5, PAGE 21B, PLAT RECORDS OF BASTROP COUNTY, TEXAS. (PEDESTRIAN TRAIL, DRAINAGE CHANNEL MAINTENANCE, AND ACCESS RIGHT OF WAY).

25. TRACT 25: LOT 24, BLOCK D, HUNTERS CROSSING SECTION SEVEN A, A SUBDIVISION IN BASTROP COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT CABINET NO. 5, PAGE 21B, PLAT RECORDS OF BASTROP COUNTY, TEXAS. (LANDSCAPE, ACCESS, DRAINAGE, AND PUBLIC UTILTIY EASEMENT).

26. TRACT 26: LOT 33, BLOCK D, HUNTERS CROSSING SECTION SEVEN A, A SUBDIVISION IN BASTROP COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT CABINET NO. 5, PAGE 21B, PLAT RECORDS OF BASTROP COUNTY, TEXAS. (PEDESTRIAN TRAIL, DRAINAGE CHANNEL, MAINTENANCE AND ACCESS RIGHT OF WAY).

27. TRACT 27: LOT 48, BLOCK D, HUNTERS CROSSING SECTION SEVEN B, A SUBDIVISION IN BASTROP COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT CABINET NO. 5, PAGE 113A, PLAT RECORDS OF BASTROP COUNTY, TEXAS. (15' LANDSCAPE EASEMENT).

28. TRACT 28: LOT 51, BLOCK C, HUNTERS CROSSING SECTION SEVEN B, A SUBDIVISION IN BASTROP COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT CABINET NO. 5, PAGE 113A, PLAT RECORDS OF BASTROP COUNTY, TEXAS. (15' LANDSCAPE EASEMENT).

29. TRACT 30: 20.672 ACRES OF LAND, MORE OR LESS, OUT OF THE NANCY BLAKEY

SURVEY, ABSTRACT NO. 98, IN BASTROP COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED ON EXHIBIT "A-2" ATTACHED HERETO.

EXHIBIT "A-1"

0.936 ACRES
NANCY BLAKEY SURVEY, NO. A-98
BASTROP COUNTY, TEXAS
TRACT # 7

FIELD NOTES

BEING ALL OF THAT CERTAIN 0.936 ACRE TRACT OR PARCEL OF LAND OUT OF THE NANCY BLAKEY SURVEY, ABSTRACT NUMBER 98, SITUATED IN BASTROP COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS BEING OUT OF AND A PORTION OF THAT CERTAIN 283.001 ACRE TRACT OF LAND CONVEYED TO FORESTAR (USA) REAL ESTATE GROUP, INC., RECORDED IN VOLUME 1113, PAGE 870, OF THE BASTROP COUNTY DEED RECORDS, SAID 0.936 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2" iron rod found in the north line of a called 126.297 acre tract of land conveyed to Reid & Cindy Sharp in Volume 580, Page 770, Official Records of Bastrop county, Texas, same being in the east line of Pronghorn Pass (50' R.O.W.), for the southwest corner of the herein described tract of land,

THENCE, N01°27'30"W, with the east line of said Pronghorn Pass, a distance of 60.00 feet to a ½" iron rod found, at the southwest corner of Lot 24, Block I, Hunters Crossing, Section Three A, recorded in Cabinet 4, Slide 111-B, Plat Records of Bastrop County, Texas, for the northwest corner of the herein described tract of land,

THENCE, N88°32'30"E, with the south line of said Hunters Crossing, Section Three A, a distance of 679.30 feet to a ½" iron rod found, for a northeast corner of the herein described tract of land, same being at the southeast corner of Lot 14, Block I, of said Hunters Crossing, Section Three A, also being at the southwest corner of Lot 8, Block A, Hunters Crossing, Section Three C, recorded in Cabinet 4, Slide 159-B, Plat Records of Bastrop County, Texas, and also being at a western corner of a 3.381 acre Channel & Drainage Easement and Wastewater R.O.W. of said Hunters Crossing, Section Three C,

THENCE, S01°27'30"E, with the west line of said 3.381 acre tract, a distance of 60.00 feet to a ½" iron rod found, at the southwest corner of said 3.381 acre tract, for the southeast corner of the herein described tract of land, same being in the north line of said 126.297 acre tract of land,

THENCE, S88°32'30"W, with the north line of said 126.297 acre tract, a distance of 679.30 feet to the **POINT OF BEGINNING**, and containing 0.936 acres of land.

Surveyed by: 22 JAN 2018

AARON V. THOMASON, R.P.L.S. NO. 6214
Carlson, Brigance, and Doering, Inc.
5501 West William Cannon
Austin, TX 78749
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BEARING BASIS: HUNTERS CROSSING, SECTION THREE A, CABINET 4, SLIDE 111-B, P.R.B.C.TX.

J: AC2004LP\4493\SURVEY\FIELD NOTES\FN-TRACT # 7 – 0.936 ACRES

EXHIBIT "A-2"

20.672 ACRES
NANCY BLAKEY SURVEY, NO. A-98
BASTROP COUNTY, TEXAS
TRACT # 30

FIELD NOTES

BEING ALL OF THE CERTAIN 20.672 ACRE TRACT OR PARCEL OF LAND OUT OF THE NANCY BLAKEY SURVEY, ABSTRACT NUMBER 98, SITUATED IN BASTROP COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS BEING OUT OF AND A PORTION OF THAT CERTAIN 283.001 ACRE TRACT OF LAND CONVEYED TO FORESTAR (USA) REAL ESTATE GROUP, INC., RECORDED IN VOLUME 1113, PAGE 870, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, SAID 20.672 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2" iron rod found at the southeast corner of Hunters Crossing, Bear Hunter Drive, Phase 1, Recorded in Cabinet 5, Slide 120-A, Plat Records of Bastrop County, Texas, same being in the east line of Bear Hunter Drive (80' R.O.W.), for a southwestern corner of the herein described tract of land,

THENCE, N00°00'17""W, with the east right of way line of said Bear Hunter Drive and the common east line of said Hunters Crossing, Bears Hunter Drive, Phase 1, a distance of 179.11 feet to a ½" iron rod with "CBD SETSTONE" cap set, for a northwestern corner of the herein described tract of land, and from which a ½" iron rod found at the northeast corner of said Hunters Crossing, Bear Hunter Drive, Phase 1, same being in the south right-of-way line of State Highway 71, bears N00°00'17"W, a distance of 889.94 feet,

THENCE, leaving the east right-of-way line of said Bear Hunters Drive, and over and across said 283.001 acre tract of land, the following two (2) courses and distances numbered 1 and 2,

1. S77°13'45"E, a distance of 1508.73 feet to a ½" iron rod with "CBD SETSTONE" cap set, for an interior corner of the herein described tract of land, and
2. N05°27'30"E, a distance of 1262.06 feet to a ½" iron rod with "CBD SETSTONE" cap set, for a northwestern corner of the herein described tract of land, same being in the south right-of-way line of said State Highway 71, also being in the north line of said 283.001 acre tract,

THENCE, N88°49'02"E, with the south right of way line of said Highway 71 and the common north line of said 283.001 acre tract, a distance of 136.56 feet to a ½" iron rod found for a northeastern corner of the herein described tract of land, same being the northwest corner of Lot 1, Hunters Crossing, Section Two-D, Recorded in Cabinet 5, Slide 90-A, Plat Records of Bastrop County, Texas,

THENCE, S05°27'31"W, passing the southwest corner of said Lot 1, same being the northwest corner of a called 7.316 acre tract of land conveyed to Lirtex Properties, LLC. in Document Number 201516476, Official Public Records of Bastrop county, Texas, and continuing for a total distance of 1160.93 feet to a ½" iron rod found at the southwest corner of said 7.316 acre tract of land, for an interior corner of the herein described tract of land,

THENCE, continuing with the south line of said 7.316 acre tract, the following three (3) courses and distances, numbered 1 through 3,

1) S67°19'08"E, a distance of 195.92 feet to a ½" iron rod found,
2) N75°34'09"E, a distance of 128.31 feet to a ½" iron rod found, and
3) S79°27'17"E, a distance of 162.16 feet to a ½" iron rod found at the southeast corner of said 7.316 acre tract of land, same being in the west line of Lot 1, Hunters Crossing, Section 2-A, Recorded in Cabinet 4, Slide 107-A, Plat Records of Bastrop county, Texas,

J: AC2004LP\4493\SURVEY\FIELD NOTES\FN-TRACT # 30 – 20.672 ACRES

THENCE, with the west and southwest line of said Lot 1, Hunters Crossing, Section 2-A, the following five (5) courses and distances, numbered 1 through 5,

1) S01°21'33"E, a distance of 74.11 feet to a ½" iron rod found, at the beginning of a curve to the left,
2) Along said curve to the left, having a radius of 85.00 feet, an arc length of 94.58 feet, and a chord that bears S33°14'16"E, a distance of 89.78 feet to a ½" iron rod found,
3) S65°06'50"E, a distance of 70.37 feet to a ½" iron rod found at the beginning of a curve to the left,
4) Along said curve to the left, having a radius of 130.00 feet, an arc length of 32.90 feet, and a chord that bears S72°22'10"E, a distance of 32.81 feet to a ½" iron rod found, and
5) S79°37'20"E, a distance of 87.36 feet to a ½" iron rod found at the southeast corner of said Lot 1, Hunters Crossing, Section 2-A, same being in the west right-of-way line of Hunters Crossing Boulevard (80' R.O.W.), for a northeastern corner of the herein described tract of land, also being at a point of curvature of a curve to the right,

THENCE, with the west line of said Hunters Crossing Boulevard, the following two (2) courses and distances numbered 1 and 2,

1) Along said curve to the right, having a radius of 560.00 feet, an arc length of 116.13 feet, and a chord that bears S13°48'51"W, a distance of 115.92 feet to a ½" iron rod found, and
2) S19°45'18"W, a distance of 506.48 feet to a ½" iron rod found, for the southeast corner of the herein described tract of land, same being at the northeast corner of Lot 16, Block A, Hunters Crossing, Section Four A, Recorded in Cabinet 4, Slide 131B, Plat Records, Bastrop County, Texas,

THENCE, with the north line of said Hunters Crossing, Section Four A, Hunters Crossing, Section Seven A, recorded in Cabinet 5, Slide 21-B, Plat Records of Bastrop County, Texas, and Hunters Crossing, Section Seven B, recorded in Cabinet 5, Slide 113-A, Plat Records of Bastrop County, Texas, the following twelve (12) courses and distances, numbered 1 through 12,

1) N66°49'48"W, a distance of 232.69 feet to a ½" iron rod found at the northwest corner of said Lot 16, Block A, same being the easternmost corner of Lot 13, Block A of said Hunters Crossing, Section Four A,
2) N58°52'00"W, a distance of 273.66 feet to a ½" iron rod found, for an interior corner of the herein described tract of land, same being at the north corner of Lot 17, Block A of said Hunters Crossing, Section Seven A,
3) S30°27'40"W, a distance of 146.36 feet to a ½" iron rod found at the west corner of said Lot 17, Block A, same being in the north line of Wild Cat Drive (50' R.O.W.), for a southern corner of the herein described tract of land,
4) N59°32'23"W, with the common line of said Wild Cat Drive, a distance of 44.30 feet to a ½" iron rod found at the beginning of a curve to the left,
5) Along said curve to the left and said Wild Cat Drive, having a radius of 325.00 feet, an arc length of 21.04 feet, and a chord that bears N61°23'39"E, a distance of 21.03 feet to a ½" iron rod found at the southeast corner of Lot 1, Block D of said Hunters Crossing, Section Seven A,
6) N26°44'52"E, with the southeast line of said Lot 1, Block D, a distance of 133.58 feet to a ½" iron rod found at the northeast corner of said Lot 1, Block D, for an interior corner of the herein described tract of land,
7) N77°13'43"W, with the north line of said Lot 1, Block D, a distance of 88.52 feet to a ½" iron rod found at the northwest corner of said Lot 1, Block D, same being at the northeast corner of Lot 2, Block D of said Hunters Crossing, Section Seven A, also being at the southeast corner of Lot 22, Block D of said Hunters Crossing, Section Seven A, for an exterior corner of the herein described tract of land,
8) N25°50'02"E, with the east line of said Lot 22, Block D, a distance of 62.20 feet to a ½" iron rod found at the easternmost corner of said Lot 22, Block D, also being at the southernmost corner of Lot 23, Block D of said Hunters Crossing, Section Seven A,
9) N31°02'06"E, with the east line of said Lot 23, Block D, a distance of 90.84 feet,

10) N14°47'07"E, with the east line of said Lot 23, Block D, a distance of 21.45 feet,
11) N18°41'57"W, a distance of 142.70 feet to a ½" iron rod found at the northeast corner of Lot 24, Block D of said Hunters Crossing, Section Seven A, for an interior corner of the herein described tract of land, and
12) N77°13'45"W, a distance of 1582.72 feet to the POINT OF BEGINNING, and containing 20.672 acres of land.

Surveyed by: _____ 22 Jun 2018

AARON V. THOMASON, R.P.L.S. NO. 6214
Carlson, Brigance, and Doering, Inc.
5501 West William Cannon
Austin, TX 78749
Ph: 512-280-5160 Fax: 512-280-5165
aaron@cbdeng.com



BEARING BASIS: HUNTERS CROSSING, BEAR HUNTER DRIVE, PHASE 1, CABINET 5, SLIDE 120-A, P.R.B.C.TX.

J: AC2004LP\4493\SURVEY\FIELD NOTES\FN-TRACT # 30 – 20.672 ACRES

EXHIBIT "A-3"

The Easement Area

0.188 ACRE (8,202 SQ. FT.)
NANCY BLAKEY SURVEY, ABSTRACT 98
BASTROP COUNTY, TX
RESERVE EASEMENT

FIELD NOTES

BEING ALL OF THAT CERTAIN 0.188 ACRE (8,202 SQUARE FEET) TRACT OF LAND OUT OF THE NANCY BLAKEY SURVEY, ABSTRACT 98, SITUATED IN BASTROP COUNTY, TEXAS, BEING MORE PARTICULARY DESCRIBED AS BEING A PORTION OF A CALLED 20.672 ACRE TRACT OF LAND (TRACT 30) CONVEYED TO TF HUNTERS CROSSING L.P. AND DESCRIBED IN DOCUMENT NUMBER 201802276 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS (O.P.R.B.C.TX.), SAID 0.188 ACRE (8,202 SQUARE FEET) TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a capped ½" iron rod found stamped "CBD SETSTONE"at an interior corner on the north line of said 20.672 acre tract and being the southeast corner of a called 37.937 acre tract of land (Tract 31) conveyed to said TF Hunters Crossing L.P. described in said Document Number 201802276 (O.P.R.B.C.TX.), for the **POINT OF COMMENCEMENT** of the herein described tract,

THENCE, with the common boundary line of said 20.672 acre tract and said 37.937 acre tract, N05°27'30"E, a distance of 282.77 feet to a calculated point, being a point on a western boundary line of said 20.672 acre tract and being also a point on the east boundary line of said 37.937 acre tract, for the southwest corner and the **POINT OF BEGINNING** of the herein described tract,

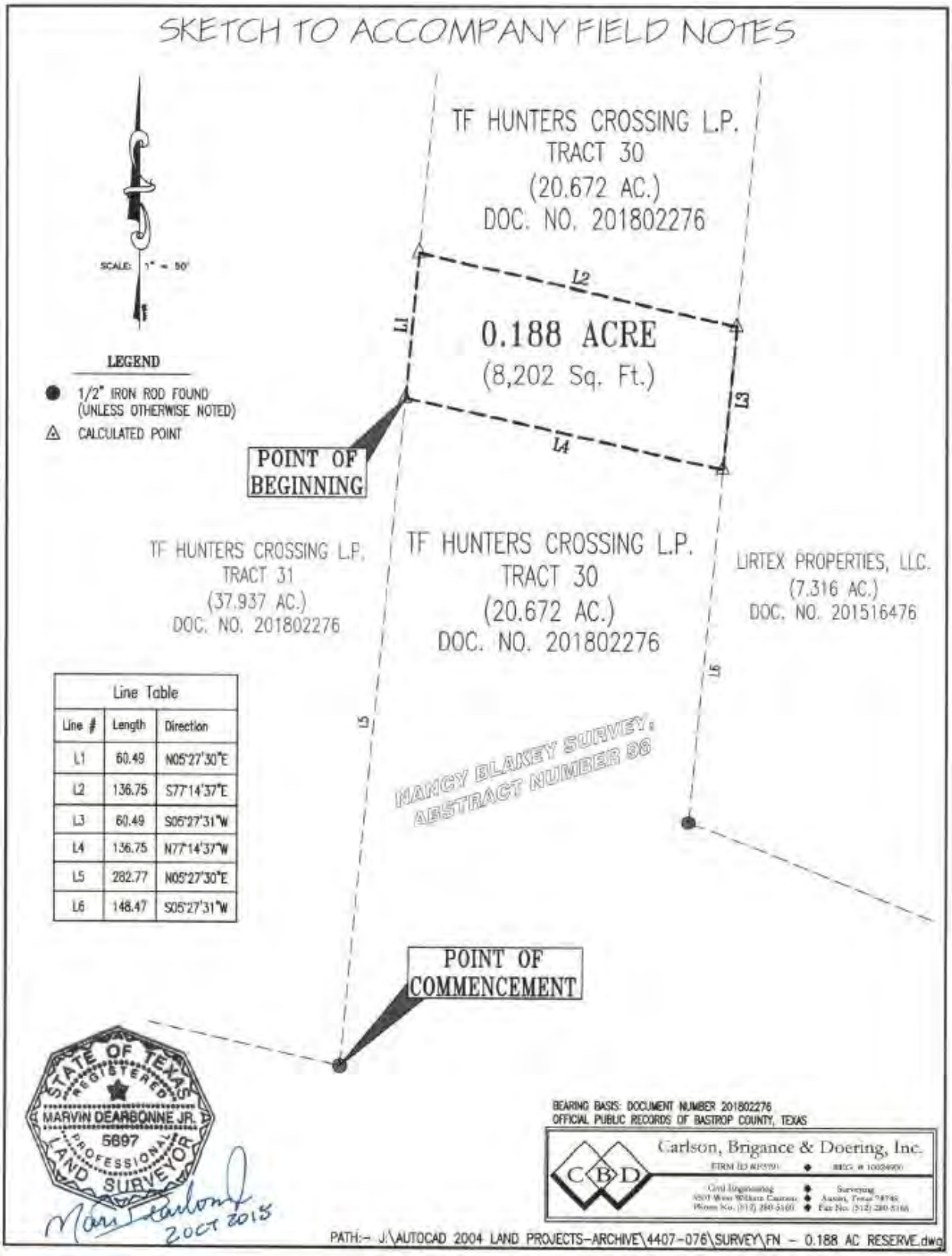
THENCE, continuing with the common boundary line of said 20.672 acre tract and said 37.937 acre tract, N05°27'30"E, a distance of 60.49 feet to a calculated point, being a point on a western boundary line of said 20.672 acre tract and being also a point on the east boundary line of said 37.937 acre tract, for the northwest corner of the herein described tract,

THENCE, crossing said 20.672 acre tract of land, S77°14'37"E, a distance of 136.75 feet to a calculated point, being a point on an eastern boundary line of said 20.672 acre tract and being also a point on the west boundary line of a called 7.316 acre tract of land conveyed to Lirtex Properties, LLC. And described in Document Number 201516476 (O.P.R.B.C.TX.), for the northeast corner of the herein described tract,

THENCE, with the common boundary line of said 20.672 acre tract and said 7.316 acre tract, S05°27'31"W, a distance of 60.49 feet to a calculated point, being a point on an eastern boundary line of said 20.672 acre tract and being also a point on the west boundary line of said 7.316 acre tract, for the southeast corner of the herein described tract, from which a ½" iron rod found, being an interior corner on the north line of said 20.672 acre tract and being also the southwest corner of said 7.316 acre tract bears, S05°27'31"W, a distance of 148.47 feet,

THENCE, crossing said 20.672 acre tract, N77°14'37"W, a distance of 136.75 feet to the **POINT OF BEGINNING** and containing 0.188 acre (8,202 Square Feet) of land.

SKETCH TO ACCOMPANY FIELD NOTES



Line Table		
Line #	Length	Direction
L1	60.49	N05°27'30"E
L2	136.75	S77°14'37"E
L3	60.49	S05°27'31"W
L4	136.75	N77°14'37"W
L5	282.77	N05°27'30"E
L6	148.47	S05°27'31"W

STATE OF TEXAS
REGISTERED
MARVIN DEARBONNE JR.
5697
PROFESSIONAL
LAND SURVEYOR

20 OCT 2015

BEARING BASIS: DOCUMENT NUMBER 201802276
OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS

Carlson, Brigance & Doering, Inc.
Civil Engineering • Surveying

PATH:- J:\AUTOCAD 2004 LAND PROJECTS-ARCHIVE\4407-076\SURVEY\FN - 0.188 AC RESERVE.dwg

EXHIBIT "B"

The Benefitted Tract

37.937 ACRES
NANCY BLAKEY SURVEY, NO. A-98
BASTROP COUNTY, TEXAS
TRACT # 31

FIELD NOTES

BEING ALL OF THE CERTAIN 37.937 ACRE TRACT OR PARCEL OF LAND OUT OF THE NANCY BLAKEY SURVEY, ABSTRACT NUMBER 98, SITUATED IN BASTROP COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS BEING OUT OF AND A PORTION OF THAT CERTAIN 283.001 ACRE TRACT OF LAND CONVEYED TO FORESTAR (USA) REAL ESTATE GROUP, INC., RECORDED IN VOLUME 1113, PAGE 870, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, SAID 37.937 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2" iron rod found at the intersection of the east right-of-way line of Bear Hunter Drive (80' R.O.W.) and the south right-of-way line of State Highway 71, same being at the northeast corner of Hunters Crossing, Bear Hunter Drive, Phase 1, Recorded in Cabinet 5, Slide 120-A, Plat Records of Bastrop County, Texas, also being in the north line of said 283.001 acre tract of land, for the northwest corner of the herein described tract of land,

THENCE, N88°49'02"E, with the north line of said 283.001 acre tract and the common south line of said State Highway 71, a distance of 1591.87 to a ½" iron rod with "CBD SETSTONE" cap set, for the northeast corner of the herein described tract of land, and from which a ½" iron rod found at the northwest corner of Lot 1, Hunters Crossing, Section Two-D, Recorded in Cabinet 5, Slide 90A, Plat Records of Bastrop County, Texas, bears North 88°49'02"E, a distance of 136.56 feet,

THENCE, leaving the south right-of-way line of said Highway 71 and over and across said 283.001 acre tract of land, the following three (3) courses and distances numbered 1 through 3,

1. S05°27'30"W, a distance of 1262.06 feet to a ½" iron rod with "CBD SETSTONE" cap set, for the southeast corner of the herein described tract of land,
2. N77°13'45"W, a distance of 1508.73' to a ½" iron rod with "CBD SETSTONE" cap set, for the southwest corner of the herein described tract of land, same being in the east right of way line of said Bear Hunter Drive, also being in the east line of said Hunters Crossing, Bears Hunter Drive, Phase 1, and from which a ½" iron rod with "CBD SETSTONE" cap found at the southeast corner of said Hunters Crossing, Bear Hunters Drive, Phase 1, bears S 00°00'17"E, a distance of 179.11, and
3. N00°00'17"W, with the east line of said Bear Hunters Drive, a distance of 899.87 feet to the **POINT OF BEGINNING**, and containing 37.937 acres of land.

Surveyed by: _____ 22 JAN 2018

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BEARING BASIS: HUNTERS CROSSING, BEAR HUNTER DRIVE, PHASE 1, CABINET 5, SLIDE 120-A, P.R.B.C.TX.

0.936 ACRES
NANCY BLAKEY SURVEY, NO. A-98
BASTROP COUNTY, TEXAS
TRACT # 7

FIELD NOTES

BEING ALL OF THAT CERTAIN 0.936 ACRE TRACT OR PARCEL OF LAND OUT OF THE NANCY BLAKEY SURVEY, ABSTRACT NUMBER 98, SITUATED IN BASTROP COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS BEING OUT OF AND A PORTION OF THAT CERTAIN 283.001 ACRE TRACT OF LAND CONVEYED TO FORESTAR (USA) REAL ESTATE GROUP, INC., RECORDED IN VOLUME 1113, PAGE 870, OF THE BASTROP COUNTY DEED RECORDS, SAID 0.936 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2" iron rod found in the north line of a called 126.297 acre tract of land conveyed to Reid & Cindy Sharp in Volume 580, Page 770, Official Records of Bastrop county, Texas, same being in the east line of Pronghorn Pass (50' R.O.W.), for the southwest corner of the herein described tract of land,

THENCE, N01°27'30"W, with the east line of said Pronghorn Pass, a distance of 60.00 feet to a ½" iron rod found, at the southwest corner of Lot 24, Block I, Hunters Crossing, Section Three A, recorded in Cabinet 4, Slide 111-B, Plat Records of Bastrop County, Texas, for the northwest corner of the herein described tract of land,

THENCE, N88°32'30"E, with the south line of said Hunters Crossing, Section Three A, a distance of 679.30 feet to a ½" iron rod found, for a northeast corner of the herein described tract of land, same being at the southeast corner of Lot 14, Block I, of said Hunters Crossing, Section Three A, also being at the southwest corner of Lot 8, Block A, Hunters Crossing, Section Three C, recorded in Cabinet 4, Slide 159-B, Plat Records of Bastrop County, Texas, and also being at a western corner of a 3.381 acre Channel & Drainage Easement and Wastewater R.O.W. of said Hunters Crossing, Section Three C,

THENCE, S01°27'30"E, with the west line of said 3.381 acre tract, a distance of 60.00 feet to a ½" iron rod found, at the southwest corner of said 3.381 acre tract, for the southeast corner of the herein described tract of land, same being in the north line of said 126.297 acre tract of land,

THENCE, S88°32'30"W, with the north line of said 126.297 acre tract, a distance of 679.30 feet to the **POINT OF BEGINNING**, and containing 0.936 acres of land.

Surveyed by: 22 JAN 2018

AARON V. THOMASON, R.P.L.S. NO. 6214
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BEARING BASIS: HUNTERS CROSSING, SECTION THREE A, CABINET 4, SLIDE 111-B, P.R.B.C.TX.

0.235 ACRES
NANCY BLAKEY SURVEY, NO. A-98
BASTROP COUNTY, TEXAS
TRACT # 29

FIELD NOTES

BEING ALL OF THE CERTAIN 0.235 ACRE TRACT OR PARCEL OF LAND OUT OF THE NANCY BLAKEY SURVEY, ABSTRACT NUMBER 98, SITUATED IN BASTROP COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS BEING OUT OF AND A PORTION OF THAT CERTAIN 283.001 ACRE TRACT OF LAND CONVEYED TO FORESTAR (USA) REAL ESTATE GROUP, INC., RECORDED IN VOLUME 1113, PAGE 870, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, SAID 0.235 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2" iron rod found in the south right-of-way line of State Highway 71, same being in the north line of said 283.001 acre tract of land, also being at the northeast corner of Lot 1, Hunters Crossing, Section Two-D, for the northwest corner of the herein described tract of land,

THENCE, N88°49'02"E, with the south line of said Highway 71 and the common north line of said 283.001 acre tract, a distance of 13.01 feet to a ½" iron rod found at the intersection of the south line of said Highway 71 and the west right-of-way line of Hunters Crossing Boulevard, for a northeastern corner of the herein described tract of land,

THENCE, leaving the south line of said Highway 71, and with the west line of said Hunters Crossing Boulevard, the following three (3) courses and distances numbered 1 through 3,

1. S49°17'33"E, a distance of 43.04 feet to a ½" iron rod found, for a northeastern corner of the herein described tract of land,
2. S01°11'00"E, a distance of 76.15 feet to a ½" iron rod found at the beginning of a curve to the right, and
3. Along said curve to the right, having a radius of 460.00 feet, an arc length of 189.61 feet, and a chord that bears S10°37'30"W, a distance of 188.27 feet to a ½" iron rod found for the southeast corner of the herein described tract of land, same being at the northeast corner of Lot 1, Hunters Crossing, Section Two C, recorded in Cabinet 5, Slide 21-A, Plat Records of Bastrop County, Texas,

THENCE, S89°26'22"W, with the north line of said Lot 1, a distance of 6.43 feet to a ½" iron rod found for the southwest corner of the herein described tract of land, same being at the southeast corner of said Lot 1, Hunters Crossing, Section Two-D,

THENCE, N01°12'09"W, a distance of 289.10 feet to the **POINT OF BEGINNING**, and containing 0.235 acres of land.

Surveyed by: _____ 22 Jun 2018

AARON V. THOMASON, R.P.L.S. NO. 6214
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BEARING BASIS: HUNTERS CROSSING, SECTION ONE-A, CABINET 4, SLIDE 58-B, P.R.B.C.TX.

Exhibit G

CONDO DECLARATION

[Attached]

AFTER RECORDING RETURN TO:
Adam Pugh, Esq.
Cagle Carpenter Hazlewood
8400 North Mopac Expressway
Suite 100
Austin, Texas 78759
Email: adam.pugh@cchlaw.com

DECLARATION OF CONDOMINIUM REGIME FOR HUNTERS CROSSING CONDOMINIUMS

(A Condominium in Bastrop County, Texas)

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DECLARATION OF CONDOMINIUM REGIME FOR
HUNTERS CROSSING CONDOMINIUMS

SABINE INVESTMENT COMPANY, a Delaware corporation, previously executed that certain Declaration of Covenants, Conditions and Restrictions recorded as Document No. 200320260 in the Official Public Records of Bastrop County, Texas (the "**Subdivision Declaration**"). The Subdivision Declaration created Lots for detached single-family residences, as well as Common Area and Facilities, within the Property made subject of the Declaration, which can be found in Cabinet 4, Pages 111-B and 112-A of the Plat Records of Bastrop County, and have been expanded to include certain annexations in accordance with the Subdivision Declaration.

TF Hunters Crossing L.P., a Delaware limited partnership ("**Declarant**") is the owner of the property described on Attachment 1 hereto (the "**Property**") and desires to subject the Property to this Declaration of Condominium Regime for Hunters Crossing Condominiums (this "**Declaration**").

In accordance with the Subdivision Declaration, Hunters Crossing Homeowners Association, Inc. (the "**Master Association**") has the ability to create a separate condominium regime; provided, however, that the creation of any condominium regime shall not modify any obligations, limitations, rights, benefits or burdens established in the Subdivision Declaration, except as set forth therein. Pursuant to such authority, the Master Association hereby submits Hunters Crossing Condominium Regime established by the Subdivision Association pursuant to the Subdivision Declaration, together with all Improvements thereon and all easements, rights, and appurtenances thereto, to the terms and provisions of the Texas Uniform Condominium Act, Chapter 82 of the Texas Property Code, for the purpose of creating Hunters Crossing Condominiums.

NOW, THEREFORE, it is hereby declared that the Property will be held, sold, conveyed, leased, occupied, used, insured, and encumbered with this Declaration, which will run with the Property, together with all Improvements thereon and all easements, rights, and appurtenances thereto, and be binding upon all parties having right, title, or interest in or to such property, their heirs, successors, and assigns and shall inure to the benefit of each owner thereof.

ARTICLE 1
DEFINITIONS

Unless otherwise defined in this Declaration, terms defined in Section 82.003 of the Act have the same meaning when used in this Declaration. The following words and phrases, whether or not capitalized, have specified meanings when used in the Documents, unless a different meaning is apparent from the context in which the word or phrase is used.

1.1 "**Act**" means Chapter 82 of the Texas Property Code, the Texas Uniform Condominium Act, as it may be amended from time to time.

1.2 "**Applicable Law**" means the statutes and public laws and ordinances in effect at the time a provision of the Documents is applied, and pertaining to the subject matter of the Document provision. Statutes and ordinances specifically referenced in the Documents are "Applicable Law" on the date of the Document, and are not intended to apply to the Property if they cease to be applicable by operation of law, or if they are replaced or superseded by one or more other statutes or ordinances.

1.3 "**Assessment**" means any charge levied against a Unit or Owner by the Association, pursuant to the Documents, the Act, or Applicable Law, including but not limited to Regular Assessments, Special Assessments, Utility Assessments, Individual Assessments, and Deficiency Assessments as defined in *Article 6* of this Declaration.

1.4 "**Association**" means the Hunters Crossing Condominium Association, Inc., a Texas non-profit corporation, the Members of which shall be the Owners of Units within the Regime. The term "Association" shall have the same meaning as the term "property owners association" in Section 202.001(2) of the Texas Property Code. The failure of the Association to maintain its corporate charter from time to time does not affect the existence or legitimacy of the Association, which derives its authority from this Declaration, the Certificate, the Bylaws, and the Act.

1.5 "**Board**" means the Board of Directors of the Association.

1.6 "**Building**" means a building constructed within a Unit.

1.7 "**Bylaws**" mean the bylaws of the Association, as they may be amended from time to time.

1.8 "**Certificate**" means the Certificate of Formation of the Association filed in the Office of the Secretary of State of Texas, as the same may be amended from time to time.

1.9 "**Common Element**" means that portion of Unit 2, as depicted on Attachment 1 hereto, on which bathrooms are constructed and the necessary ingress and egress from those bathrooms across Unit 2 to all other Units accessing the bathrooms, including across the parking areas and driveway areas on Unit 2.

1.10 "**Common Expenses**" means the expenses incurred or anticipated to be incurred by the Association for the general benefit of the Regime, including but not limited to those expenses incurred for the maintenance, repair, replacement and operation of the Common Elements.

1.11 "**Declarant**" means TF Hunters Crossing L.P., a Delaware limited partnership**.** Notwithstanding any provision in this Declaration to the contrary, Declarant may, by Recorded written instrument, assign, in whole or in part, exclusively or non-exclusively, any of its privileges, exemptions, rights and duties under this Declaration to any Person. Declarant may also, by Recorded written instrument, permit any other Person to participate in whole, in part, exclusively or non-exclusively, in any of Declarant's privileges, exemptions, rights and duties under this Declaration.

1.12 "**Declaration**" means this document, as it may be amended from time to time.

1.13 "**Documents**" mean, individually or collectively as the case may be, this Declaration, the Plat and Plans, attached hereto as Attachment 1, the Certificate, Bylaws, the Community Manual, and the Rules of the Association, as each may be amended from time to time. An appendix, attachment, exhibit, schedule, or certification accompanying a Document is a part of that Document.

1.14 "**Improvement**" means every structure and all appurtenances of every type and kind, whether temporary or permanent in nature, including, but not limited to, Buildings, outbuildings, storage sheds, patios, recreational facilities, swimming pools, garages, driveways, parking areas and/or facilities, storage buildings, sidewalks, fences, gates, screening walls, retaining walls, stairs, patios, decks, walkways, landscaping, mailboxes, poles, signs, antennae, exterior air conditioning equipment or fixtures, exterior lighting fixtures, water softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

1.15 "**Majority**" means more than half.

1.16 "**Master Association**" means the **HUNTERS CROSSING HOMEOWNERS ASSOCIATION, INC.**, a Texas non-profit corporation, or any successor entity.

1.17 "**Master Declarant**" means **SABINE INVESTMENT COMPANY,** a Delaware corporation.

1.18 "**Member**" means a member of the Association, each Member being an Owner of a Unit, unless the context indicates that member means a member of the Board or a member of a committee of the Association.

1.19 "**Mortgagee**" means a holder, insurer, or guarantor of a purchase money mortgage secured by a Recorded senior or first deed of trust lien against a Unit.

1.20 "**Occupant**" means any Person, including any Owner, having a right to occupy or use all or any portion of a Unit for any period of time.

1.21 "**Owner**" means a holder of a Recorded fee simple title to a Unit. On the date this Declaration is Recorded, the Declarant is the initial Owner of all Units. Persons or entities who acquire title to a Unit through a deed in lieu of foreclosure or through judicial or non-judicial foreclosure are Owners. Persons or entities having ownership interests merely as security for the performance of an obligation are not Owners. Every Owner is a Member of the Association.

1.22 "**Person**" means any individual or entity having the legal right to hold title to real property.

1.23 "**Plat and Plans**" means the plat and plans attached hereto as Attachment 1, as changed, modified, or amended in accordance with this Declaration or the Act.

1.24 "**Property**" means Lot 16 of Hunters Crossing Section Four A, a Subdivision of record in Cabinet 4, Page 131-B, of the Plat Records of Bastrop County, Texas, as shown in the Plat and Plans attached hereto as Attachment 1.

1.25 **"Record, Recording, Recordation and Recorded"** means to record or recorded in the Official Public Records of Bastrop County, Texas.

1.26 "**Regime**" means the Property, the Units, and the Common Elements that comprise the condominium regime established under this Declaration.

1.27 "**Rules**" means rules and regulations of the Association adopted in accordance with the Documents or the Act. The initial Rules may be adopted by Declarant for the benefit of the Association.

1.28 "**Unit**" means each physical portion of the Property designated by this Declaration for separate ownership, the boundaries of which are shown on the Plat and Plans attached hereto as Attachment 1, and as further described in *Section 5.2* of this Declaration.

ARTICLE 2
PROPERTY SUBJECT TO DOCUMENTS

2.1. Subject to Documents.

2.1.1. This Declaration. The Property is held, transferred, sold, conveyed, leased, occupied, used, insured, and encumbered subject to the terms, covenants, conditions, restrictions, liens, and easements of this Declaration, including rights reserved by the Declarant under this Declaration, which run with the Property and bind all parties having or acquiring any right, title, or interest in the Property, their heirs, successors, and assigns, and inure to the benefit

of each Owner. In addition to the terms and provisions of the Documents, the Property is also subject to any additional Recorded covenants, conditions, restrictions, and easements, including but not limited to the Subdivision Declaration.

2.2. Additional Property. Additional real property may be annexed into the Regime and made subject to the Declaration and the jurisdiction of the Association on approval of Owners holding at least two-thirds of the total votes in the Association. Annexation of additional property is accomplished by the Recording of a declaration of annexation, which will include a description of the additional real property. The declaration of annexation may include a description of the Units added to the Regime.

2.3. Recorded Easements and Licenses. In addition to the terms, covenants, conditions, restrictions, liens and easements contained in this Declaration and the Subdivision Declaration, the Property is subject to all easements, licenses, leases, and encumbrances of Record, including those described on Attachment 2, and any shown or referenced on a Recorded plat, each of which is incorporated herein by reference. Each Owner, by accepting an interest in or title to a Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to be bound by prior-Recorded easements, licenses, leases, and encumbrances. Each Owner further agrees to maintain any easement that crosses his Unit and for which the Association does not have express responsibility.

2.4. Common Elements. The designation of Common Elements is determined by this Declaration. Declarant has installed, constructed, or authorized certain Improvements on Common Elements in connection with the development of the Property, and the cost thereof is not a Common Expense of the Association. Thereafter, all costs attributable to Common Elements, including maintenance, insurance, and enhancements, are automatically the responsibility of the Association, unless this Declaration elsewhere provides for a different allocation for a specific Common Element.

ARTICLE 3
PROPERTY EASEMENTS, RIGHTS AND RESTRICTIONS

3.1. General. In addition to other easements, rights and restrictions established by the Documents, the Property is subject to the easements, rights and restrictions contained in this *Article 3*.

3.2. Owner's Easement of Enjoyment. Every Owner is granted a right and easement of enjoyment over the Common Elements and the use of Improvements therein, subject to other limitations, rights and easements contained in the Documents. An Owner who does not occupy a Unit delegates this right of enjoyment to the Occupants of the Owner's Unit, and is not entitled to use the Common Elements. In addition, every Owner is granted an easement over the Common Elements, to the extent necessary, to provide access to an Owner's Unit for utilities or

other necessary services serving the Owner's Unit. The right of access for necessary ingress and egress to an Owner's Unit cannot be suspended by the Board for violations of the Documents or nonpayment of Assessments.

3.3. Owner's Maintenance Easement. Each Owner is hereby granted an easement over and across any adjoining Unit and Common Elements to the extent reasonably necessary to maintain or reconstruct such Owner's Unit, subject to the consent of the Owner of the adjoining Unit, or the consent of the Board in the case of Common Elements, and provided that the Owner's use of the easement granted hereunder does not damage or materially interfere with the use of the adjoining Unit or Common Element. Requests for entry into an adjoining Unit must be made to the Owner of such Unit in advance. The consent of the adjoining Unit Owner will not be unreasonably withheld; however, the adjoining Unit Owner may require that access to its Unit be limited to Monday through Friday, between the hours of 8 a.m. until 6 p.m., and then only in conjunction with actual maintenance or reconstruction activities. Access to the Common Elements for the purpose of maintaining or reconstructing any Unit must be approved in advance and in writing by the Board. The consent of the Board will not be unreasonably withheld; however, the Board may require that access to the Common Elements be limited to Monday through Friday, between the hours of 8 a.m. until 6 p.m., and then only in conjunction with actual maintenance or reconstruction activities. The Board may require that the Owner abide by reasonable rules with respect to use and protection of the Common Elements and adjacent Units during any such maintenance or reconstruction. If an Owner damages an adjoining Unit or Common Element in exercising the easement granted hereunder, the Owner will be required to restore the Unit and/or Common Element to the condition which existed prior to any such damage, at such Owner's expense, within a reasonable period of time not to exceed thirty (30) days after the date the Owner is notified in writing of the damage by the Association or the Owner of the damaged Unit, as applicable.

3.4. Owner's Ingress/Egress Easement. Each Owner is hereby granted a perpetual easement over the Property, as may be reasonably required, for vehicular and pedestrian ingress to and egress from his Unit. Such easement shall be subject, in any event, to any Rules governing or limiting each Owner's right of ingress and egress granted hereby.

3.5. Owner's Encroachment Easement. Every Owner is granted an easement for the existence and continuance of any encroachment by his Improvements on to any adjoining Unit or Common Element now existing or which may come into existence hereafter, as a result of construction, repair, shifting, settlement or movement of any portion of a Building, or as a result of condemnation to eminent domain proceedings**.**

3.6. Easement Of Cooperative Support. Each Owner is granted an easement of cooperative support over adjoining Units and Common Elements as needed for the common benefit of the Property, or for the benefit of Units, or Units that share any aspect of the Property that requires cooperation. By accepting an interest in or title to a Unit, each Owner:

(i) acknowledges the necessity for cooperation in a condominium; (ii) agrees to try to be responsive and civil in communications pertaining to the Property and to the Association; (iii) agrees to provide access to his Unit and Limited Common Elements when needed by the Association to fulfill its duties; and (iv) agrees to try refraining from actions that interfere with the Association's maintenance and operation of the Property.

3.7. Association's Access Easement. Each Owner, by accepting an interest in or title to a Unit, whether or not it is so expressed in the instrument of conveyance, grants to the Association an easement of access and entry over, across, under, and through the Property, including without limitation, all Common Elements and the Owner's Unit and all Improvements thereon for the following purposes:

(i) To perform inspections, construction, and/or maintenance that is permitted or required of the Association by the Documents or by Applicable Law.

(ii) To perform any maintenance, repair or removal of Improvements that is permitted or required of the Owner by the Documents or by Applicable Law, if the Owner fails or refuses to perform such maintenance.

(iii) To enforce the Documents.

(iv) To exercise self-help remedies permitted by the Documents or by Applicable Law.

(v) To respond to emergencies.

(vi) To perform any and all functions or duties of the Association as permitted or required by the Documents or by Applicable Law.

3.8. Utility Easement. The Association, may grant permits, licenses, and easements over the Common Elements for utilities, and other purposes reasonably necessary for the proper operation of the Regime. In addition, the Board hereby reserves the right to grant easements over and across the Common Elements for utilities necessary or required, as determined by the Board, to serve property adjacent to the Regime or property otherwise owned by the Declarant. The easements granted hereunder by the Association through the Board, as applicable, will not unreasonably interfere with the use of any Unit. A company or entity, public or private, furnishing utility service to the Property, is granted an easement over the Property for ingress, egress, meter reading, installation, maintenance, repair, or replacement of utility lines and equipment, and to do anything else necessary to properly maintain and furnish utility service to the Property; provided, however, this easement may not be exercised without prior notice to the Board. Utilities may include, but are not limited to, water, sewer, trash removal, electricity, gas, telephone, master or cable television, and security.

NOTICE

PLEASE READ CAREFULLY THE FOLLOWING PROVISIONS ENTITLED "SECURITY" AND "INJURY TO PERSON OR PROPERTY". THE PROVISIONS LIMIT THE RESPONSIBILITY OF DECLARANT AND THE ASSOCIATION FOR CERTAIN CONDITIONS AND ACTIVITIES.

3.9. Security. THE ASSOCIATION MAY, BUT IS NOT OBLIGATED TO, MAINTAIN OR SUPPORT CERTAIN ACTIVITIES WITHIN THE PROPERTY DESIGNED, EITHER DIRECTLY OR INDIRECTLY, TO IMPROVE SAFETY IN OR ON THE PROPERTY. EACH OWNER AND OCCUPANT ACKNOWLEDGES AND AGREES, FOR HIMSELF AND HIS GUESTS, THAT THE DECLARANT, THE ASSOCIATION, AND THEIR RESPECTIVE PARTNERS, DIRECTORS, OFFICERS, COMMITTEES, AGENTS, AND EMPLOYEES ARE NOT PROVIDERS, INSURERS, OR GUARANTORS OF SECURITY WITHIN THE PROPERTY. EACH OWNER AND OCCUPANT ACKNOWLEDGES AND ACCEPTS HIS SOLE RESPONSIBILITY TO PROVIDE SECURITY FOR HIS OWN PERSON AND PROPERTY, AND ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO SAME. EACH OWNER AND OCCUPANT FURTHER ACKNOWLEDGES THAT THE DECLARANT, THE ASSOCIATION, AND THEIR RESPECTIVE PARTNERS, DIRECTORS, OFFICERS, COMMITTEES, AGENTS, AND EMPLOYEES HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS THE OWNER OR OCCUPANT RELIED ON ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE, BURGLARY, AND/OR INTRUSION SYSTEMS RECOMMENDED OR INSTALLED, OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY. EACH OWNER AND OCCUPANT ACKNOWLEDGES AND AGREES THAT THE DECLARANT, THE ASSOCIATION, AND THEIR RESPECTIVE PARTNERS, DIRECTORS, OFFICERS, COMMITTEES, AGENTS, AND EMPLOYEES MAY NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN.

3.10. Injury to Person or Property. NEITHER THE DECLARANT, NOR THE ASSOCIATION, OR THEIR RESPECTIVE PARTNERS, DIRECTORS, OFFICERS, COMMITTEES, AGENTS, AND EMPLOYEES HAVE A DUTY OR OBLIGATION TO ANY OWNER, OCCUPANT OR THEIR GUESTS: (A) TO SUPERVISE MINOR CHILDREN OR ANY OTHER PERSON; (B) TO FENCE OR OTHERWISE ENCLOSE ANY COMMON ELEMENT OR OTHER IMPROVEMENT; OR (C) TO PROVIDE SECURITY OR PROTECTION TO ANY OWNER, OCCUPANT, OR THEIR GUESTS, EMPLOYEES, CONTRACTORS, AND INVITEES FROM HARM OR LOSS. BY ACCEPTING TITLE TO A UNIT, EACH OWNER AGREES THAT THE LIMITATIONS SET FORTH IN THIS *SECTION*

3.10 **ARE REASONABLE AND CONSTITUTE THE EXERCISE OF ORDINARY CARE BY THE DECLARANT AND THE ASSOCIATION. EACH OWNER AGREES TO INDEMNIFY AND HOLD HARMLESS THE DECLARANT AND THE ASSOCIATION, AND THEIR RESPECTIVE PARTNERS, DIRECTORS, OFFICERS, COMMITTEES, AGENTS, AND EMPLOYEES FROM ANY CLAIM OF DAMAGES, TO PERSON OR PROPERTY ARISING OUT OF AN ACCIDENT OR INJURY IN OR ABOUT THE REGIME TO THE EXTENT AND ONLY TO THE EXTENT CAUSED BY THE ACTS OR OMISSIONS OF SUCH OWNER, OCCUPANT, OR THEIR GUESTS, EMPLOYEES, CONTRACTORS, OR INVITEES TO THE EXTENT SUCH CLAIM IS NOT COVERED BY INSURANCE OBTAINED BY THE ASSOCIATION AT THE TIME OF SUCH ACCIDENT OR INJURY**.

ARTICLE 1

ARTICLE 4
DISCLOSURES

4.1. **Service Contracts.** The Association may have contracted, on behalf of the Owner, for one or more services to be provided by vendors to the individual Owners on a contract basis, such as intrusion monitoring and cable television. In that event, whether or not an Owner chooses to use the service, the Owner is required to pay the Unit's share of the contract for the contract period. The Association may serve as the conduit for the service fees and payments, which may be considered Regular Assessments or Individual Assessments. However, the Association is not the service provider and shall not have any responsibility or liability for the availability or quality of the service, or for the maintenance, repair, or replacement of the wires, conduits, equipment, or other fittings relating to the contract service.

4.2. **Adjacent Thoroughfares.** The Property is located adjacent to thoroughfares that may be affected by traffic and noise from time to time and may be improved and/or widened in the future.

4.3. **Use of Adjacent Property.** No representations are made regarding the current or future use or zoning (if applicable) of adjacent property.

4.4. **Concrete**. Minor cracks in poured concrete are inevitable as a result of the natural movement of soil (expansion and contraction) and shrinkage during the curing of the concrete and settling.

4.5. **Construction Activities.** Declarant may be constructing portions of the Regime and engaging in other construction activities related to the construction of Units and Common Elements. Such construction activities may, from time to time, produce certain conditions within the Regime, including, without limitation: (i) noise or sound that is objectionable because of its volume, duration, frequency or shrillness; (ii) smoke; (iii) noxious, toxic or corrosive fumes or gases; (iv) obnoxious odors; (v) dust, dirt or flying ash; (vi) unusual fire or explosion hazards; (vii) temporary interruption of utilities; and/or (viii) other conditions that may threaten the

security or safety of Persons on the Regime. Notwithstanding the foregoing, all Owners and Occupants agree that such conditions on the Regime resulting from construction activities shall not be deemed a nuisance and shall not cause Declarant and their agents to be deemed in violation of any provision of this Declaration.

4.6. Moisture. Improvements may trap humidity created by general use and occupancy. As a result, condensation may appear on the interior portion of windows and glass surfaces and fogging of windows and glass surfaces may occur due to temperature disparities between the interior and exterior portions of the windows and glass. If left unattended and not properly maintained by Owners and Occupants, the condensation may increase resulting in staining, damage to surrounding seals, caulk, paint, wood work and sheetrock, and potentially, mildew and/or mold.

4.7. Water Runoff. The Property may be subject to erosion and/or flooding during unusually intense or prolonged periods of rain. Water may pond on various portions of the Property having impervious surfaces.

4.8. Encroachments. Improvements may have been constructed on adjoining lands that encroach onto the Property. Declarant gives no representations or warranties as to property rights, if any, created by such any such encroachments.

4.9. Budgets. Budgets prepared in conjunction with operation and administration of the Association are based on estimated expenses only without consideration for the effects of inflation and may increase or decrease significantly when the actual expenses become known.

4.10. Light and Views. The natural light available to and views from a Unit can change over time due to among other things, additional development and the removal or addition of landscaping**. NATURAL LIGHT AND VIEWS ARE NOT PROTECTED.**

4.11. Changes to Street Names and Addresses. The Association retains the right to change, in its sole discretion, the Regime's name and the street names and addresses in or within the Regime, including the street address of the Units before or after conveyance to any third-party.

4.12. Plans. Any advertising materials, brochures, renderings, drawings, and the like, furnished by Declarant to an Owner which purport to depict the Improvements to be constructed within the Property are merely approximations and may not reflect the actual as-built conditions of the same.

4.13. Location of Utilities. Declarant makes no representation as to the location of mailboxes, utility boxes, street lights, fire hydrants or storm drain inlets or basins

4.14. Streets, Driveways and Parking Areas. Unless included within the boundary of a Unit, streets, driveway, and parking areas within the Property are maintained and administered by the Association. If a portion of a street, driveway, or parking area other than any Common Elements is included within the boundaries of a Unit, the Owner of the Unit is responsible for maintenance and repair. All other streets, driveways, and parking areas are maintained and repaired by the Association with the costs incurred by the Association discharged through Regular Assessments levied against Unit Owners in proportion to the Common Expense Liability assigned to each Unit in accordance with *Section 5.5* below.

ARTICLE 5
UNITS, LIMITED COMMON ELEMENTS & ALLOCATIONS

5.1. Initial Submitted Units and Maximum Number of Units. The Regime presently includes two (2) Units and two (2) is the minimum number of Units that may be created. To add Units to the Regime, the Association may, with the consent of the Owner of such land affected, from time to time, execute and Record an amendment to this Declaration creating such additional Units. An amendment creating additional Units will: (i) assign an identifying number to each new Unit; (ii) reallocate the Common Interest Allocation among all Units then existing within the Regime; and (iii) with respect to new Units, include the information required by Section 82.055 and Section 82.059(b) of the Act. No assurance is given as to the dispersion of new Units, total number of new Units, or size of such Units.

5.2. Units.

5.2.1. Unit Boundaries. The boundaries and identifying number of each Unit are shown on the Plat and Plans attached hereto as Attachment 1. The boundaries of each Unit are further described as follows:

(i) Lower Boundary of the Unit: The horizontal plane corresponding to the finished grade of the land within the Unit as described and defined on Attachment 1.

(ii) Upper Boundary of the Unit: The horizontal plane parallel to and fifty feet (50') above the lower boundary of the Unit.

(iii) Lateral Boundaries of the Unit: A plane located on each side of a Unit perpendicular to the lower and upper horizontal planes, from the lower boundary of the Unit to the upper boundary of the Unit.

5.2.2. What a Unit Includes. Each Unit includes the spaces and Improvements within the lower, upper, and lateral boundaries defined in *Section 5.2.1.* above, including without limitation any Building constructed thereon, the roof and foundation of any such

Building, landscaping, driveways, sidewalks, fences, yards, utility lines and meters and all other Improvements located within the Unit. In addition to the Building(s) and the Improvements within the Unit, each Unit also includes Improvements, fixtures, and equipment serving each such Building or Unit exclusively, whether located within, outside, or below the Unit, whether or not attached to or contiguous with a Building, including but not limited to any below-grade foundation, piers, retaining walls, fence, or other structural supports; plumbing, septic, and utility lines, pipes, drains, and conduits; landscape irrigation and subterranean components of plant material, including roots of trees on the Unit; and any other below-grade item that serves or supports the Building or Unit exclusively.

5.2.3. Building Size. The space contained within the vertical and horizontal boundaries of the Unit is not related to the size of the Building. A Building may only occupy a portion of a Unit in a location approved in advance by the Architectural Reviewer.

5.2.4. Units Generally. If the foregoing description of Unit boundaries is inconsistent with the Plat and Plans, then *Section 5.2* hereof will control. It is the express intent of the Declarant that the property described as being part of a Unit shall for all purposes herein be treated as and constitutes a lawfully described "Unit" as that term is defined in the Act. In the event that there is a final judicial determination by a court of competent jurisdiction that the boundaries of a Unit or any portion thereof are so indefinite and vague so as to not create a legally constituted "Unit" within the meaning of the Act, then that portion of the Unit that has not been adequately described shall be severed from the property deemed a part of the Unit (if the remainder of the Unit, excluding the severed portion thereof, constitutes a properly described "Unit" under the Act) and shall thereafter be deemed a Common Element.

5.3. Common Interest Allocation. The percentage of interest in the Common Elements (the "**Common Interest Allocation**") allocated to each Unit is set forth on Attachment 3 and is assigned in accordance with a ratio of 1 to the total number of Units. The same formula will be used in the event the Common Interest Allocation is reallocated as a result of any increase or decrease in the number of Units subject to this Declaration. In the event an amendment to this Declaration is filed which reallocates the Common Interest Allocation as a result of any increase or decrease in the number of Units the reallocation will be effective on the date such amendment is Recorded.

5.4. Common Expense Liability. The percentage of liability for Common Expenses (the "**Common Expense Liability**") allocated to each Unit and levied pursuant to *Article 6* is equivalent to the Common Interest Allocation assigned to the Unit.

5.5. Association Votes. One (1) vote is allocated to each Unit. The one vote appurtenant to each Unit is weighted equally for all votes, regardless of the other allocations

appurtenant to the Unit. In other words, the one vote appurtenant to each Unit is uniform and equal to the vote appurtenant to every other Unit.

ARTICLE 6
COVENANT FOR ASSESSMENTS

6.1. Purpose of Assessments. The Association will use Assessments for the general purposes of preserving and enhancing the Regime, and for the benefit of Owners and Occupants, including but not limited to maintenance of real and personal property, management, and operation of the Association, and any expense reasonably related to the purposes for which the Association was formed. If made in good faith, the Board's decision with respect to the use of Assessments is final.

6.2. Personal Obligation. An Owner is obligated to pay Assessments levied by the Board against the Owner or the Owner's Unit. Payments are made to the Association at its principal office or at any other place the Board directs. Payments must be made in full regardless of whether an Owner has a dispute with the Association, another Owner, or any other Person or entity regarding any matter to which this Declaration pertains. No Owner may be exempt from Assessment liability by such Owner's non-use of the Common Elements or abandonment of a Unit. An Owner's obligation is not subject to offset by the Owner, nor is it contingent on the Association's performance of the Association's duties. Payment of Assessments is both a continuing affirmative covenant personal to the Owner and a continuing covenant running with the Unit.

6.3. Types of Assessments. There are five (5) types of Assessments: Regular Assessments, Special Assessments, Utility Assessments, Individual Assessments, and Deficiency Assessments. Additionally, each Unit is subject to the terms and provisions of the Subdivision Declaration, and accordingly, each Owner will also be a mandatory member of the Master Association and be required to pay assessments to the Master Association in accordance with the Subdivision Declaration.

6.4. Regular Assessments.

6.4.1. Purpose of Regular Assessments. Regular assessments are used for Common Expenses related to the recurring, periodic, and anticipated responsibilities of the Association, including but not limited to:

(i) Maintenance, repair, and replacement, as necessary, of the Common Elements, and Improvements, equipment, signage, and property owned by the Association.

(ii) Maintenance examination and report, as required by *Section 9.2.*

(iii) Utilities billed to the Association.

(iv) Services obtained by the Association and available to all Units.

(v) Taxes on property owned by the Association and the Association's income taxes.

(vi) Management, legal, accounting, auditing, and professional fees for services to the Association.

(vii) Costs of operating the Association, such as telephone, postage, office supplies, printing, meeting expenses, and educational opportunities of benefit to the Association.

(viii) Insurance premiums and deductibles.

(ix) Contributions to reserves.

(x) Any other expense which the Association is required by Applicable Law or the Documents to pay, or which in the opinion of the Board is necessary or proper for the operation and maintenance of the Regime or for enforcement of the Documents.

6.4.2. Annual Budget-Regular. The Board will prepare and approve an annual budget with the estimated expenses to be incurred by the Association for each fiscal year. The budget will take into account the estimated income and Common Expenses for the year, contributions to reserve funds, and a projection for uncollected receivables. The Board will make the budget or a summary of the budget available to the Owner of each Unit, although failure to receive a budget or budget summary will not affect an Owner's liability for Assessments. The Board will provide copies of the budget to Owners who make written request and pay a reasonable copy charge.

6.4.3. Basis of Regular Assessments. Regular Assessments will be based on the annual budget. Each Unit will be liable for its allocated share of the annual budget equal to the Common Expense Liability assigned to the Owner's Unit. If the Board does not approve an annual budget or fails to determine new Regular Assessments for any year, or delays in doing so, Owners will continue to pay the Regular Assessment as last determined.

6.4.4. Supplemental Increases. If during the course of a year the Board determines that Regular Assessments are insufficient to cover the estimated Common Expenses for the remainder of the year, the Board may increase Regular Assessments for the remainder of the fiscal year in an amount that covers the estimated deficiency.

Supplemental increases will be apportioned among the Units in the same manner as Regular Assessments.

6.5. Special Assessments. The Board may levy one or more Special Assessments against all Units for the purpose of defraying, in whole or in part, Common Expenses not anticipated by the annual budget or reserves. Special Assessments may be used for the same purposes as Regular Assessments. Special Assessments do not require the approval of the Owners, except that Special Assessments for the acquisition of real property by the Association must be approved by Owners representing at least a Majority of the votes in the Association. Special Assessments will be apportioned among the Units in the same manner as Regular Assessments.

6.6. Utility Assessments. This *Section 6.6* applies to utilities serving the individual Units and consumed by the Occupants that are billed to the Association by the utility provider, and which may or may not be submetered by or through the Association. In addition to Regular and Special Assessments, the Board may levy a Utility Assessment against each Unit. If the Units are submetered for consumption of a utility, the Utility Assessment may be based on submeter reading. If the Units are not submetered, the Board may allocate the Association's utility charges among the Units by any conventional method for similar types of properties. The levy of a Utility Assessment may include a share of the utilities for the Common Elements, as well as administrative and processing fees, and an allocation of any other charges that are typically incurred in connection with utility or submetering services. The Board may, from time to time, change the method allocation, provided the same type of method or combination of methods is used for all Units.

6.7. Individual Assessments. In addition to Regular, Special and Utility Assessments, the Board may levy an Individual Assessment against an Owner and the Owner's Unit. Individual Assessments may include, but are not limited to: (i) interest, late charges, and collection costs on delinquent Assessments; (ii) reimbursement for costs incurred in bringing an Owner or the Owner's Unit into compliance with the Documents; (iii) fines for violations of the Documents; (iv) transfer-related fees and resale certificate fees; (v) fees for estoppel letters and project documents; (vi) insurance deductibles; (vii) reimbursement for damage or waste caused by willful or negligent acts of the Owner, the Owner's guests, invitees or Occupants of the Owner's Unit; (viii) Common Expenses that benefit fewer than all of the Units, which may be assessed according to benefit received; (ix) fees or charges levied against the Association on a per-Unit basis; and (x) "pass through" expenses for services to Units provided through the Association and which are equitably paid by each Unit according to benefit received.

6.8. Deficiency Assessments. The Board may levy a Deficiency Assessment against the Units for the purpose of defraying, in whole or in part, the cost of repair or restoration for the Common Elements if insurance proceeds or condemnation awards prove insufficient. Deficiency assessments will be apportioned among the Units in the same manner as Regular Assessments.

6.9. Working Capital Fund. Upon the transfer of a Unit (including both transfers from Declarant to the initial Owner, and transfers from one Owner of a Unit to a subsequent Owner of the Unit), a working capital contribution in an amount equal to two (2) months of Regular Assessments will be paid from the transferee of the Unit to the Association for the Association's working capital fund. Each working capital fee will be collected from the transferee of a Unit upon the conveyance of the Unit from one Owner (including Declarant) to another (expressly including any re-conveyances of the Unit upon resale or transfer thereof). Notwithstanding the foregoing provision, the following transfers of a Unit will not be subject to the working capital contribution: (i) foreclosure of a deed of trust lien, tax lien, the Association's assessment lien, or the Master Association's assessment lien; (ii) transfer to, from, or by the Association or the Master Association; (iii) voluntary transfer by an Owner to one or more co-owners, or to the Owner's spouse, child, or parent; (iv) any grantee who is the domestic partner or former spouse of the grantor; (v) any grantee that is a wholly-owned entity of the grantor; and (vi) any grantee to whom a Unit is conveyed by a will or through the law of intestacy. In the event of any dispute regarding the application of the working capital contribution to a particular Owner, Declarant's determination regarding application of the exemption will be binding and conclusive without regard to any contrary interpretation of this *Section 6.9*.

6.10. Due Date. Regular Assessments are due annually, with monthly installments of the total annual Regular Assessments to be paid on the first calendar day of each month or on such other date or frequency as the Board may designate in its sole and absolute discretion, and are delinquent if not received by the Association on or before such date. Utility, Special, Individual, and Deficiency Assessments are due on the date stated in the notice of Assessment or, if no date is stated, within ten (10) days after notice of the Utility, Special, Individual, or Deficiency Assessment is given.

6.11. Reserve Funds. The Association will establish, maintain, and accumulate reserves for operations and for replacement and repair. The Association will budget for reserves and may fund reserves out of Regular Assessments or Special Assessments.

6.11.1. Reserve Funds. The Association may maintain reserves at a level determined by the Board to be sufficient to cover the cost of operational or maintenance emergencies or contingencies, including deductibles on insurance policies maintained by the Association.

6.11.2. Replacement & Repair Reserves – Common Elements. The Association will maintain replacement and repair reserves at a level that anticipates the scheduled replacement or major repair of components of the Common Elements.

6.12. Association's Right to Borrow Money. The Board is granted the right to borrow money on behalf of the Association, subject to the ability of the Association to repay the borrowed funds from Assessments. To assist its ability to borrow, the Board has the right to encumber,

mortgage, or pledge any of its real or personal property, and the right to assign its right to future income, as security for money borrowed or debts incurred by the Association.

6.13. Limitations of Interest. The Association, and its officers, directors, managers, and attorneys, intend to conform strictly to the applicable usury laws of the State of Texas. Notwithstanding anything to the contrary in the Documents or any other document or agreement executed or made in connection with the Association's collection of Assessments, the Association will not in any event be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by Applicable Law. If from any circumstances whatsoever, the Association ever receives, collects, or applies as interest a sum in excess of the maximum rate permitted by Applicable Law, the excess amount will be applied to the reduction of unpaid Assessments to which such excess interest was applied, or reimbursed to the Owner if those Assessments are paid in full.

6.14. Audited Financial Statements. The Association shall have an audited financial statement for the preceding full fiscal year of the Association prepared and made available within one hundred and twenty (120) days after the Association's fiscal year-end.

ARTICLE 7
ASSESSMENT LIEN

7.1. Assessment Lien. Each Owner, by accepting an interest in or title to a Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to pay Assessments to the Association. Each Assessment is a charge on the Unit and is secured by a continuing lien on the Unit. Each Owner is placed on notice that title to the Unit may be subject to the continuing lien for Assessments attributable to a period prior to the date the Owner purchased the Unit. An express lien on each Unit is hereby granted and conveyed by Declarant to the Association to secure the payment of all Assessments.

7.2. Superiority of Assessment Lien. The Assessment lien is superior to all other liens and encumbrances on a Unit, except only for: (i) real property taxes and assessments levied by governmental and taxing authorities; (ii) Recorded deed of trust lien securing a loan for construction or acquisition of the Unit; (iii) a deed of trust or vendor's lien Recorded before this Declaration; or (iv) a first or senior purchase money vendor's lien or deed of trust lien Recorded before the date on which the delinquent Assessment became due. The Assessment lien is also superior to any Recorded assignment of the right to insurance proceeds on the Unit, unless the assignment is part of a superior deed of trust lien.

7.3. Effect of Mortgagee's Foreclosure. Foreclosure of a superior lien extinguishes the Association's claim against the Unit for unpaid Assessments that became due before the sale, but does not extinguish the Association's claim against the former Owner. The purchaser at the

foreclosure sale of a superior lien is liable for Assessments coming due from and after the date of the sale.

7.4. Notice and Release. The Association's lien for Assessments is created by Recordation of this Declaration, which constitutes record notice and perfection of the lien. No other Recordation of a lien or notice of lien is required. However, the Board, at its option, may cause a notice of the lien to be Recorded. If the debt is cured after a notice has been Recorded, the Association will Record a release of the notice at the expense of the curing Owner. The Association may require reimbursement of its costs of preparing and Recording the notice before granting the release.

7.5. Power of Sale. By accepting an interest in or title to a Unit, each Owner grants to the Association a private power of sale in connection with the Association's assessment lien. The Board may appoint, from time to time, any Person, including an officer, agent, trustee, substitute trustee, or attorney, to exercise the Association's lien rights on behalf of the Association, including the power of sale. The appointment must be in writing and may be in the form of a resolution recorded in the minutes of a Board meeting.

7.6. Foreclosure of Lien. The Assessment lien may be enforced by judicial or non-judicial foreclosure. A non-judicial foreclosure must be conducted in accordance with the provisions applicable to the exercise of powers of sale as set forth in Section 51.002 of the Texas Property Code, or in any manner permitted by Applicable Law. In any foreclosure, the Owner will be required to pay the Association's costs and expenses for the proceedings, including reasonable attorneys' fees. The Association has the power to bid on the Unit at foreclosure sale and to acquire, hold, lease, mortgage, and convey same.

7.7. Lien Rights Under Subdivision Declaration. In addition to the lien rights granted to the Association pursuant to the terms and provisions of this Declaration, in accordance with the Subdivision Declaration, each Owner, by accepting an interest in or title to a Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to pay Master Assessments in accordance with the terms and provisions of the Subdivision Declaration. Each Master Assessment is a charge on the Unit and is secured by a continuing lien on the Unit as set forth in the Subdivision Declaration. Each Owner, and each prospective Owner, is placed on notice that his title may be subject to the continuing lien for Master Assessments attributable to a period prior to the date the Owner purchased its Unit. An express lien on each Unit has been granted and conveyed by the Declarant under the Subdivision Declaration to the Master Association to secure the payment of the Master Assessments. Each Owner is advised to review the Subdivision Declaration for more information concerning the liens granted to secure payment of the Master Assessments.

ARTICLE 8
EFFECT OF NONPAYMENT OF ASSESSMENTS

An Assessment is delinquent if the Association does not receive payment in full by the Assessment's due date. The Association, acting through the Board, is responsible for taking action to collect delinquent Assessments. From time to time, the Association may delegate some or all of the collection procedures and remedies, as the Board in its sole discretion deems appropriate, to the Association's manager, an attorney, or a debt collector. Neither the Board nor the Association, however, is liable to an Owner or other Person for its failure or inability to collect or attempt to collect an Assessment. The following remedies are in addition to and not in substitution for all other rights and remedies which the Association may have pursuant to the Documents or Applicable Law.

8.1. Interest. Delinquent Assessments are subject to interest from the due date until paid, at a rate to be determined by the Board from time to time, not to exceed the lesser of eighteen percent (18%) per annum or the maximum permitted by Applicable Law. If the Board fails to establish a rate, the rate is ten percent (10%) per annum.

8.2. Late Fees. Delinquent Assessments are subject to reasonable late fees, at a rate to be determined by the Board from time to time.

8.3. Collection Expenses. The Owner of a Unit against which Assessments are delinquent is liable to the Association for reimbursement of reasonable costs incurred by the Association to collect the delinquent Assessments, including attorneys' fees and processing fees charged by the manager.

8.4. Acceleration. If an Owner defaults in paying an Assessment that is payable in installments, the Association may accelerate the remaining installments on ten (10) days' written notice to the defaulting Owner. The entire unpaid balance of the Assessment becomes due on the date stated in the notice.

8.5. Suspension of Vote. Subject to the below-described limitations, if an Owner's account has been delinquent for at least thirty (30) days, the Association may suspend the right to vote appurtenant to the Unit during the period of delinquency. Suspension does not constitute a waiver or discharge of the Owner's obligation to pay Assessments. When the Association suspends an Owner's right to vote, the suspended Owner may nevertheless participate as a Member of the Association for the following activities: (i) be counted towards a quorum; (ii) attend meetings of the Association; (iii) participate in discussion at Association meetings; (iv) be counted as a petitioner for a special meeting of the Association; and (v) vote to remove a Director and for the replacement of the removed Director.

8.6. Money Judgment. The Association may file suit seeking a money judgment against an Owner delinquent in the payment of Assessments, without foreclosing or waiving the Association lien for Assessments.

8.7. **Notice to Mortgagee**. The Association may notify and communicate with any holder of a lien against a Unit regarding the Owner's default in payment of Assessments.

8.8. **Application of Payments**. The Association may adopt and amend policies regarding the application of payments. After the Association notifies the Owner of a delinquency, any payment received by the Association may be applied in the following order: any assessments due and payable to the Master Association; Individual Assessments; Deficiency Assessments; Special Assessments; Utility Assessments; and (lastly) Regular Assessments. The Association may refuse to accept partial payment, i.e., less than the full amount due and payable. The Association may also refuse to accept payments to which the payer attaches conditions or directions contrary to the Association's policy for applying payments. The Association's policy may provide that endorsement and deposit of a payment does not constitute acceptance by the Association, and that acceptance occurs when the Association posts the payment to the Unit Owner's account.

ARTICLE 9
MAINTENANCE AND REPAIR OBLIGATIONS

9.1. **Association Maintains.** The Association's maintenance obligations will be discharged by the Board and/or its designee(s) when and how the Board deems appropriate. Unless otherwise provided in this Declaration, the Association maintains, repairs and replaces, as a Common Expense, the Shared Facilities, and all Common Elements. The Association also maintains, as a Common Expense, any component of a Unit delegated to the Association by this Declaration.

9.2. **Inspection Obligations**.

9.2.1. Contract for Services. In addition to the Association's maintenance obligations set forth in this Declaration, the Association shall, at all times, contract with or otherwise retain the services of independent, qualified, individuals or entities to provide the Association with inspection services relative to the maintenance, repair and physical condition of the Common Elements.

9.2.2. Schedule of Inspections. Inspections will take place in accordance with prudent business practices. The inspectors shall provide written reports of their inspections to the Association promptly following completion thereof. The written reports shall identify any items of maintenance or repair that either require current action by the Association or will need further review and analysis. The Board shall promptly cause all matters identified as requiring attention to be maintained, repaired, or otherwise pursued in accordance with prudent business practices and the recommendations of the inspectors.

9.3. Owner Responsibility. Every Owner has the following responsibilities and obligations for the maintenance, repair, and replacement of the Property:

(i) To maintain, repair, and replace such Owner's Unit and all Improvements constructed therein or thereon.

(ii) To maintain, repair, and replace all portions of the Property for which the Owner is responsible under this Declaration or by agreement with the Association.

(iii) To not do any work or to fail to do any work which, in the reasonable opinion of the Board, would materially jeopardize the soundness and safety of the Property, reduce the value thereof, or impair any easement or real property right thereto.

(iv) To be responsible for the Owner's willful or negligent acts and those of the Owner or Occupant's family, guests, agents, employees, or contractors when those acts necessitate maintenance, repair, or replacement of Common Elements, the property of another Owner, or any component of the Property for which the Association has maintenance or insurance responsibility.

9.4. Disputes. If a dispute arises regarding the allocation of maintenance responsibilities by this Declaration, the dispute will be resolved by delegating responsibility to the individual Owners. Unit maintenance responsibilities that are allocated to the Association are intended to be interpreted narrowly to limit and confine the scope of Association responsibility. It is the intent of this *Article 9* that all components and areas not expressly delegated to the Association are the responsibility of the individual Owners.

9.5. Warranty Claims. If the Owner is the beneficiary of a warranty against defects to the Common Elements, the Owner irrevocably appoints the Association, acting through the Board, as the Owner's attorney-in-fact to file, negotiate, receive, administer, and distribute the proceeds of any claim against the warranty that pertains to Common Elements.

9.6. Owner's Default in Maintenance. If the Board determines that an Owner has failed to properly discharge such Owner's obligation to maintain, repair, and replace items for which the Owner is responsible, the Board may give the Owner written notice of the Association's intent to provide the necessary maintenance at the Owner's expense. The notice must state, with reasonable particularity, the maintenance deemed necessary and a reasonable period of time in which to complete the work. If the Owner fails or refuses to timely perform the maintenance, the Association may do so at the Owner's expense, which is an Individual Assessment against the Owner and such Owner's Unit. In case of an emergency, however, the Board's responsibility to give the Owner written notice is waived and the Board may take any action it deems necessary

to protect persons or property, the cost of such action being at the Owner's expense and being levied as an Individual Assessment.

ARTICLE 10
ARCHITECTURAL COVENANTS AND CONTROL

10.1. Purpose. Because the Units are part of a single, unified community, the Architectural Reviewer has the right to regulate the appearance of all Improvements in order to preserve and enhance the Property's value and architectural harmony. The Architectural Reviewer has the right to regulate every aspect of proposed or existing Improvements on the Property, including replacements or modifications of original construction or installation.

10.2. Architectural Reviewer. The Architectural Reviewer shall mean the Board or its designee.

10.3. Architectural Control by Association. The Association will have jurisdiction over architectural control and will have the powers of the Architectural Reviewer hereunder, acting through the Board.

10.4. Limits on Liability. **Neither the Declarant, the Board, nor their directors, officers, committee members, employees or agents will have any liability for decisions made as Architectural Reviewer in good faith. Neither the Declarant, the Board, nor their directors, officers, committee members, employees or agents are responsible for: (i) errors in or omissions from the plans and specifications submitted to the Architectural Reviewer; (ii) supervising construction for the Owner's compliance with approved plans and specifications; or (iii) the compliance of the Owner's plans and specifications with governmental codes and ordinances, state and federal laws. Approval of a modification or Improvement may not be deemed to constitute a waiver of the right to withhold approval of similar proposals, plans or specifications that are subsequently submitted**.

10.5. Prohibition of Construction, Alteration and Improvement. Without the Architectural Reviewer's prior written approval, no Person may commence or continue any construction, alteration, addition, Improvement, installation, modification, redecoration, or reconstruction of or to the Property, or do anything that affects the appearance, use, or structural integrity of the Property. Notwithstanding the foregoing, each Owner will have the right to modify, alter, repair, decorate, redecorate, or improve the interior of an Improvement, provided that such action is not visible from any other portion of the Property.

YOU CANNOT CHANGE THE EXTERIOR OF ANY IMPROVEMENTS WITHIN YOUR UNIT UNLESS YOU HAVE THE SIGNED CONSENT OF THE ARCHITECTURAL REVIEWER.

10.6. No Deemed or Verbal Approval. Approval by the Architectural Reviewer may not be deemed, construed, or implied from an action, a lack of action, or a verbal statement by the Declarant, Declarant's representative or designee or the Association, an Association director or officer, a member or chair of the Declarant or Board-appointed committee, the Association's manager, or any other representative of the Association. To be valid, approval of the Architectural Reviewer must be: (i) in writing; (ii) on a form or letterhead issued by the Architectural Reviewer; (iii) signed and dated by a duly authorized representative of the Architectural Reviewer, designated for that purpose; (iv) specific to a Unit; and (v) accompanied by detailed plans and specifications showing the proposed change. If the Architectural Reviewer fails to respond in writing – negatively, affirmatively, or requesting information – within sixty (60) days after the Architectural Reviewer's actual receipt of the Owner's application, **the application is deemed denied. Under no circumstance may approval of the Architectural Reviewer be deemed, implied or presumed.** If the Architectural Reviewer approves a change, the Owner or the Architectural Reviewer may require that the architectural approval be Recorded, with the cost of Recordation borne by the Owner. Architectural Reviewer approval of an architectural change automatically terminates if work on the approved Improvement has not started by the commencement date stated in the Architectural Reviewer's approval and thereafter diligently prosecuted to completion, or, if no commencement date is stated, within ninety (90) days after the date of Architectural Reviewer approval.

10.7. Application. To request Architectural Reviewer approval, an Owner must make written application and submit two (2) identical sets of plans and specifications showing the nature, kind, shape, color, size, materials, and locations of the work to be performed. The application must clearly identify any requirement of this Declaration for which a variance is sought. If the application is for work that requires a building permit from a municipality or other regulatory authority, the Owner must obtain such permit and provide a copy to the Architectural Reviewer in conjunction with the application. The Architectural Reviewer may return one set of plans and specifications to the applicant marked with the Architectural Reviewer's response, such as "Approved," "Denied," or "Submit Additional Information." The Architectural Reviewer has the right, but not the duty, to evaluate every aspect of construction and property use that may alter or adversely affect the general value of appearance of the Property.

10.8. Owner's Duties. If the Architectural Reviewer approves an Owner's application, the Owner may proceed with the Improvement, provided:

(i) The Owner must adhere strictly to the plans and specifications which accompanied the application.

(ii) The Owner must initiate, diligently prosecute, and complete the Improvement in a timely manner.

(iii) If the approved application is for work that requires a building permit from a municipality of other regulatory authority, the Owner must obtain the appropriate permit. The Architectural Reviewer's approval of plans and specifications does not mean that such plans and specifications comply with a municipality or other regulatory authority requirements. Alternatively, approval by a municipality or other regulatory authority does not ensure Architectural Reviewer approval.

ARTICLE 11
CONSTRUCTION & USE RESTRICTIONS

11.1. Approval Required by the Architectural Reviewer. PURSUANT TO THE DECLARATION, ALL "IMPROVEMENTS", AS SUCH TERM IS DEFINED THEREIN, MUST BE APPROVED IN ADVANCE AND IN WRITING BY THE ARCHITECTURAL REVIEWER. SEE ARTICLE 10 OF THE DECLARATION FOR THE SPECIFIC REQUIREMENTS ASSOCIATED WITH THE REVIEW AND APPROVAL OF ALL IMPROVEMENTS PROPOSED TO BE CONSTRUCTED WITHIN OR UPON THE PROPERTY.

11.2. Association's Right to Promulgate Rules and Amend Community Manual. The Association, acting through the Board, is granted the right to adopt, amend, repeal, and enforce reasonable Rules, and penalties for infractions thereof, regarding the occupancy, use, disposition, maintenance, appearance, and enjoyment of the Property.

11.3. Rules and Regulations. In addition to the restrictions contained in this *Article 11*, each Unit is owned and occupied subject to the right of the Board to establish Rules, and penalties for infractions thereof, governing:

(i) Use of Common Elements.

(ii) Hazardous, illegal, or annoying materials or activities on the Property.

(iii) The use of Property-wide services provided through the Association.

(iv) The consumption of utilities billed to the Association.

(v) The use, maintenance, and appearance of anything visible from the street, Common Elements, or other Units.

(vi) The occupancy and leasing of Units.

(vii) Animals.

(viii) Vehicles.

(ix) Disposition of trash and control of vermin, termites, and pests.

(x) Anything that interferes with maintenance of the Property, operation of the Association, administration of the Documents, or the quality of life for Occupants.

11.4. Use of Common Elements. There shall be no obstruction of the Common Elements, nor shall anything be kept on, parked on, stored on or removed from any part of the Common Elements without the prior written consent of the Board, except as specifically provided herein. Further, all members of the Master Association shall have the right to use and enjoy the Common Elements in the same manner as any Member of the Association.

11.5. Abandoned Personal Property. Personal property shall not be kept, or allowed to remain for more than twelve (12) hours upon any portion of the Common Elements, without the prior written consent of the Board. If the Board determines that a violation exists, then, the Board may remove and either discard or store the personal property in a location which the Board may determine and shall have no obligation to return, replace or reimburse the owner of the property; provided, however, in such case, the Board shall give the property owner, if known, notice of the removal of the property and the disposition of the property within twenty-four (24) hours after the property is removed. Neither the Association nor any board member, officer or agent thereof shall be liable to any Person for any claim of damage resulting from the removal activity in accordance herewith. The Board may elect to impose fines or use other available remedies, rather than exercise its authority to remove property hereunder.

11.6. Animals - Household Pets. No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained, or cared for anywhere on the Property (as used in this paragraph, the term "domestic household pet" shall not mean or include non-traditional pets such pot-bellied pigs, miniature horses, snakes or lizards, ferrets, monkeys or other exotic animals).Customary domesticated household pets may be kept subject to the Rules. The Board may adopt, amend, and repeal Rules regulating the types, sizes, numbers, locations, and behavior of animals on the Property. If the Rules fail to establish animal occupancy quotas, an Owner or Occupant shall be allowed no more than three (3) household pets plus no more than two birds in any Unit. Permission to maintain other types or additional numbers of household pets must be obtained in writing from the Board. The Board may require or effect the removal of any animal determined to be in violation of the Rules. Each Owner or Occupant is responsible for picking up the waste caused by his/her pets.

11.7. Drainage. No person may interfere with the established drainage pattern over any part of the Property unless an adequate alternative provision for proper drainage has been approved by the Board.

11.8. Annoyance. No Unit may be used in any way that: (i) may reasonably be considered annoying to Occupants; (ii) may be calculated to reduce the desirability of the Property; (iii) may endanger the health or safety of Occupants of other Units; (iv) may result in the cancellation of insurance on any portion of the Property; (v) violates any Applicable Law; or (vi) creates noise or odor pollution. The Board has the sole authority to determine what constitutes an annoyance.

11.9. Appearance. Both the exterior and the interior of the Improvements constructed within a Unit must be maintained in a manner so as not be unsightly when viewed from the street, Common Elements, or Units. The Board will be the arbitrator of acceptable appearance standards.

11.10. Driveways. Sidewalks, driveways, and other passageways may not be used for any purpose that interferes with their ongoing use as routes of vehicular or pedestrian access.

11.11. Landscaping. No Person may perform landscaping, planting, or gardening anywhere within the Common Elements without the prior written authorization of the Board and the Architectural Reviewer.

11.12. Use. The use of a Unit is limited exclusively to non-commercial use. This restriction does not, however, prohibit an Occupant from using the Unit for personal business or professional pursuits provided that: (i) the uses are incidental to the use of the Unit; (ii) the uses conform to Applicable Law; (iii) there is no external evidence of the business or professional use; (iv) the business or professional use does not entail visits to the Unit by employees of the business or profession or the general public; and (v) the business or professional use does not interfere with Occupants' use and enjoyment of their Units. Nothing contained herein shall operate to prohibit any use of a Unit existing at the time of the filing of this Declaration.

11.13. Signs. No sign of any kind may be erected, placed, or permitted to remain on the Property or any of the Common Elements unless written approval has been obtained in advance from the Architectural Reviewer. The Architectural Reviewer may adopt sign guidelines associated with the erection and display of certain signs which guidelines may govern the location, nature, dimensions, number, and time period a sign may remain on the Property or a Unit. As used in this *Section 11.13*, "sign" includes, without limitation, lettering, images, symbols, pictures, shapes, lights, banners, and any other representation or medium that conveys a message. The Architectural Reviewer, acting through the Association, may effect the immediate removal of any sign or object which has not been approved in advance by the Architectural Reviewer.

11.14. Antenna. Except as expressly provided below, no exterior radio, television or communications antenna or aerial or satellite dish or disc, nor any solar energy system (collectively, an "**Antenna/Dish**"), shall be erected, maintained, or placed on a Unit without the prior written approval of the Architectural Reviewer.

11.14.1. Dishes Over One Meter Prohibited. Unless otherwise approved by the Architectural Reviewer, an Antenna/Dish which is over one meter in diameter is prohibited within the Regime.

11.14.2. Notification. An Owner or Occupant who wishes to install an Antenna/Dish one meter or less in diameter (a "**Permitted Antenna**") must submit a written notice to the Architectural Reviewer, which notice must include the Owner or Occupant's installation plans for the satellite dish.

11.14.3. One Dish Limitation. Unless otherwise approved by the Architectural Reviewer, only one Permitted Antenna per Unit is permitted. In the event an acceptable quality signal for video programming or wireless communications cannot be received from one satellite dish, the Owner must provide written notification to the Architectural Reviewer. Upon notification, the Owner will be permitted to install an additional Permitted Antenna if a single Permitted Antenna is not sufficient for the reception of an acceptable quality signal and the use of an additional Permitted Antenna results in the reception of an acceptable quality signal.

11.14.4. Permitted Installation Locations – Generally. An Owner or Occupant may erect a Permitted Antenna (after written notification has been provided to the Architectural Reviewer) **if** the Owner or Occupant has an exclusive use area in which to install the antenna. An "exclusive use area" is an area in which only the Owner or Occupant may enter and use to the exclusion of all other Owners and Occupants. Unless otherwise approved by the Architectural Reviewer, the Permitted Antenna must be entirely within the exclusive use area of the Owner's Unit.

A Permitted Antenna or the use of a Permitted Antenna may not interfere with satellite or broadcast reception to other Units or the Common Elements, or otherwise be a nuisance to Occupants of other Units or to the Association. A Permitted Antenna exists at the sole risk of the Owner and/or Occupant of the Unit. The Association does not insure the Permitted Antenna and is not liable to the Owner or any other person for any loss or damage to the Permitted Antenna from any cause. The Owner will defend and indemnify the Architectural Reviewer and the Association, its directors, officers, and Members, individually and collectively, against losses due to any and all claims for damages or lawsuits, by anyone, arising from his Permitted Antenna. The Architectural Reviewer may, from time to time, modify, amend, or supplement the rules regarding installation and placement of a Permitted Antenna.

11.15. Vehicles; Guest Parking. All vehicles on the Property, whether owned or operated by the Occupants or their families and guests, are subject to this *Section 11.15* and any Rules regulating the types, sizes, numbers, conditions, uses, appearances, and locations of vehicles on the Property. The Board may prohibit any vehicle from which the Board deems to be a nuisance, unsightly, or inappropriate. The Board may prohibit sales, storage, washing, repairs, or restorations of vehicles on the Property. Vehicles that transport inflammatory or explosive cargo are prohibited from the Property at all times. No vehicle may obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard on the Property. The Association may affect the removal of any vehicle in violation of this *Section 11.15* or the Rules without liability to the owner or operator of the vehicle.

11.16. Wireless Internet Systems. A wireless Internet communication network ("**WiFi System**") may be installed or otherwise used in a Unit provided precautions are taken to insure against interfering with, disturbing, or intercepting computer, communications, or other permitted electronic signals, networks, or systems installed in other portions of the Regime. The Board may establish reasonable requirements relating to the installation of WiFi Systems that must be complied with, including, without limitation, requiring assurance from the installation of the system that proper precautions are being taken. Notwithstanding the foregoing, compliance with requirements relating to the installation of WiFi Systems is not a guarantee that any WiFi System installed or otherwise used in a Unit will not interfere with, disturb, or intercept other signals, networks, or systems within the Regime. The Association may require that any WiFi System found to cause such problems be terminated.

11.17. Variance. The Property is subject to the restrictions contained in this Article, and subject to the Rules. The Board may grant a variance or waiver of a restriction or Rule on a case-by-case basis when unique circumstances dictate, and may limit or condition its grant. To be effective, a variance must be in writing and executed by a Majority of the Board. The grant of a variance shall not constitute a waiver or estoppel of the right to deny a variance in other circumstances.

ARTICLE 12
ASSOCIATION OPERATIONS

12.1. Board. Unless the Documents expressly reserve a right, action, or decision to the Owners, Declarant, or another party, the Board acts in all instances on behalf of the Association. Unless the context indicates otherwise, references in the Documents to the "Association" may be construed to mean "the Association acting through a Majority of the Board."

12.2. The Association. The duties and powers of the Association are those set forth in the Documents, together with the general and implied powers of a condominium association and a nonprofit corporation organized under the laws of the State of Texas. Generally, the Association may do any and all things that are lawful and necessary, proper, or desirable in operating for the

peace, health, comfort, and general benefit of its Members and the Regime, subject only to the limitations on the exercise of such powers as stated in the Documents. The Association comes into existence on issuance of its corporate charter. The Association will continue to exist as long as the Declaration is effective against the Property, regardless of whether its corporate charter lapses from time to time.

12.3. **Name**. A name is not the defining feature of the Association. Although the initial name of the Association is the Hunters Crossing Condominium Association, Inc., the Association may operate under any name that is approved by the Board and: (i) filed with the Bastrop County Clerk as an assumed name; or (ii) filed with the Secretary of State of Texas as the name of the filing entity. Another legal entity with the same name as the Association, or with a name based on the name of the Property, is not the Association, which derives its authority from this Declaration.

12.4. **Duration**. The Association comes into existence on the earlier to occur of the following two events: (i) the date on which the Certificate is filed with the Secretary of State of Texas; or (ii) the date on which a Unit deed is Recorded, evidencing diversity of ownership in the Property (that the Property is not owned entirely by Declarant or its affiliates).

12.5. **Governance**. The Association will be governed by a Board elected by the Members. Unless the Bylaws or Certificate provide otherwise, the Board will consist of at least three (3) persons elected at the annual meeting of the Association, or at a special meeting called for such purpose. Two (2) of the persons elected to the Board will be chosen by the Master Association. The Association will be administered in accordance with the Documents and Applicable Law. Unless the Documents provide otherwise, any action requiring approval of the Members may be approved in writing by Owners representing at least a Majority of the total number of votes in the Association, or at a meeting by Owners' representing at least a Majority of the total number of votes in the Association.

12.6. **Merger.** Merger or consolidation of the Association with another association must be evidenced by an amendment to this Declaration. The amendment must be approved by Owners of at least two-thirds (2/3) of the total number of votes in the Association. On merger or consolidation of the Association with another association, the property, rights, and obligations of another association may, by operation of Applicable Law, be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to the merger. The surviving or consolidated association may administer the provisions of the Documents within the Property, together with the covenants and restrictions established on any other property under its jurisdiction. No merger or consolidation, however, will effect a revocation, change, or addition to the covenants established by this Declaration.

12.7. **Membership**. Each Owner is a Member of the Association, ownership of a Unit being the sole qualification for membership. Membership is appurtenant to and may not be

separated from ownership of the Unit. The Board may require satisfactory evidence of transfer of ownership before a purported Owner is entitled to vote at a meeting of the Association. If a Unit is owned by more than one Person or entity, each co-owner is a Member of the Association and may exercise the membership rights appurtenant to the Unit.

12.8. Manager. The Board may delegate the performance of certain functions to one or more managers or managing agents of the Association. Notwithstanding any delegation of its functions, the Board is ultimately responsible to the Members for governance of the Association.

12.9. Representation in the Master Association. The Association shall have no representation within the Master Association.

12.10. Books and Records. The Association will maintain copies of the Documents and the Association's books, records, and financial statements. Books and records of the Association will be made available for inspection and copying pursuant to the requirements of Applicable Law.

12.11. Indemnification. The Association indemnifies every officer, director, and committee member (for purposes of this *Section 12.11*, "**Leaders**") against expenses, including attorney's fees, reasonably incurred by or imposed on the Leader in connection with any threatened or pending action, suit, or proceeding to which the Leader is a party or respondent by reason of being or having been a Leader. A Leader is not liable for a mistake of judgment. A Leader is liable for his willful misfeasance, malfeasance, misconduct, or bad faith. This right to indemnification does not exclude any other rights to which present or former Leaders may be entitled. As a Common Expense, the Association may maintain general liability and directors' and officers' liability insurance to fund this obligation.

12.12. Obligations of Owners. Without limiting the obligations of Owners under the Documents, each Owner has the following obligations:

12.12.1. Information. Within thirty (30) days after acquiring an interest in a Unit, within thirty (30) days after the Owner has notice of a change in any information required by this Subsection, and on request by the Association from time to time, an Owner will provide the Association with the following information: (i) a copy of the Recorded deed by which Owner has acquired title to the Unit; (ii) the Owner's address, email address, and phone number; (iii) any Mortgagee's name; (iv) the name, phone number and email address of any Occupant other than the Owner; and (v) the name, address, email address and phone number of Owner's managing agent, if any.

12.12.2. Pay Assessments. Each Owner will pay Assessments properly levied by the Association against the Owner or such Owner's Unit and will pay Regular Assessments without demand by the Association.

12.12.3. Compliance with Documents. Each Owner will comply with the Documents as amended from time to time.

12.12.4. Reimburse for Damages. Each Owner will pay for damage to the Property caused by the negligence or willful misconduct of the Owner, an Occupant of the Owner's Unit, or the Owner or Occupant's family, guests, employees, contractors, agents, or invitees.

12.12.5. Liability for Violations. Each Owner is liable to the Association or the Master Association, as applicable, for violations of the Documents or the Subdivision Declaration by the Owner, an Occupant of the Owner's Unit, or the Owner or Occupant's family, guests, employees, agents, or invitees, and for costs incurred by the Association or the Master Association to obtain compliance, including attorney's fees whether or not suit is filed.

12.13. Unit Resales. This *Section 12.13* applies to every sale or conveyance of a Unit or an interest in a Unit by an Owner other than Declarant:

12.13.1. Resale Certificate. An Owner intending to sell his Unit will notify the Association and will request a condominium resale certificate from the Association.

12.13.2. No Right of First Refusal. The Association does not have a right of first refusal and may not compel a selling Owner to convey the Owner's Unit to the Association.

12.13.3. Other Transfer-Related Fees. A number of independent fees may be charged in relation to the transfer of title to a Unit, including but not limited to, fees for resale certificates, estoppel certificates, copies of Documents, compliance inspections, ownership record changes, and priority processing, provided the fees are customary in amount, kind and number for the local marketplace. Transfer-related fees are not refundable and may not be regarded as a prepayment of or credit against Regular or Special Assessments. Transfer-related fees may be charged by the Association or by the Association's managing agent, provided there is no duplication of fees. Transfer-related fees charged by or paid to a managing agent must have the prior written approval of the Association, are not subject to the Association's assessment lien, and are not payable by the Association. This *Section 12.13.3* does not obligate the Board or the manager to levy transfer-related fees.

12.13.4. Exclusions. The requirements of *Section 12.13* do not apply to the following transfers: (i) foreclosure of a mortgagee's deed of trust lien, a tax lien, or the Association's assessment lien; (ii) conveyance by a mortgagee who acquires title by foreclosure or deed in lieu of foreclosure; transfer to, from, or by the Association; (iii) voluntary transfer by an Owner to one or more Co-Owners, or to the Owner's spouse, child, or parent; a transfer by a fiduciary in the course of administering a decedent's estate, guardianship, conservatorship, or trust; a conveyance pursuant to a court's order, including

a transfer by a bankruptcy trustee; or (iv) a disposition by a government or governmental agency. Additionally, the requirements of this *Section 12.13* do not apply to the initial conveyance from Declarant.

ARTICLE 13
ENFORCING THE DOCUMENTS

13.1. Notice and Hearing. Before levying a fine for violation of the Documents (other than nonpayment of Assessments), the Association will give the Owner written notice of the levy and an opportunity to be heard, to the extent required by Applicable Law. The Association's written notice must contain a description of the violation or property damage; the amount of the proposed fine or damage charge; a statement that not later than the thirtieth (30th) day after the date of the notice, the Owner may request a hearing before the Board to contest the fine or charge; and a stated date by which the Owner may cure the violation to avoid the fine, unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding twelve (12) months. The Association may also give a copy of the notice to the Occupant of the Unit. Pending the hearing, the Association may continue to exercise all rights and remedies for the violation, as if the declared violation were valid. The Owner's request for a hearing suspends only the levy of a fine or damage charge. The Owner may attend the hearing in person, or may be represented by another person or written communication. The Board may adopt additional or alternative procedures and requirements for notices and hearing, provided they are consistent with Applicable Law.

13.2. Remedies. The remedies provided in this *Article 13* for breach of the Documents are cumulative and not exclusive. In addition to other rights and remedies provided by the Documents and by Applicable Law, the Association has the following rights to enforce the Documents:

13.2.1. Nuisance. The result of every act or omission that violates any provision of the Documents is a nuisance, and any remedy allowed by Applicable Law against a nuisance, either public or private, is applicable against the violation.

13.2.2. Fine. The Association may levy reasonable charges, as an Individual Assessment, against an Owner and the Owner's Unit if the Owner or Occupant, or the Owner or Occupant's family, guests, employees, agents, or contractors violate a provision of the Documents. Fines may be levied for each act of violation or for each day a violation continues, and does not constitute a waiver or discharge of the Owner's obligations under the Documents.

13.2.3. Suspension. The Association may suspend the right of Owners and Occupants to use Common Elements (provided that the rights of ingress and egress and utility services are not impaired) for any period during which the Owner or Occupant, or the

Owner or Occupant's family, guests, employees, agents, or contractors violate the Documents. A suspension does not constitute a waiver or discharge of the Owner's obligations under the Documents.

13.2.4. Self-Help. The Association has the right to enter a Common Element to abate or remove, using force as may reasonably be necessary, any Improvement, thing, animal, person, vehicle, or condition that violates the Documents. In exercising this right, the Association is not trespassing and is not liable for damages related to the abatement. The Board may levy its costs of abatement against the Unit and Owner as an Individual Assessment. Unless an emergency situation exists in the good faith opinion of the Board, the Board will give the violating Owner fifteen (15) days' notice of its intent to exercise self-help. Notwithstanding the foregoing, the Association may not alter or demolish any Improvement within a Unit without judicial proceedings.

13.2.5. Suit. Failure to comply with the Documents will be grounds for an action to recover damages or for injunctive relief to cause any such violation to be remedied, or both. Prior to commencing any legal proceeding, the Association will give the defaulting party reasonable notice and an opportunity to cure the violation.

13.3. Board Discretion. The Board may use its sole discretion in determining whether to pursue a violation of the Documents, provided the Board does not act in an arbitrary or capricious manner. In evaluating a particular violation, the Board may determine that under the particular circumstances: (i) the Association's position is not sufficiently strong to justify taking any or further action; (ii) the provision being enforced is or may be construed as inconsistent with Applicable Law; (iii) although a technical violation may exist, it is not of such a material nature as to be objectionable to a reasonable Person or to justify expending the Association's resources; or (iv) that enforcement is not in the Association's best interests, based on hardship, expense, or other reasonable criteria.

13.4. No Waiver. The Association and every Owner has the right to enforce all restrictions, conditions, covenants, liens, and charges now or hereafter imposed by the Documents. Failure by the Association or by any Owner to enforce a provision of the Documents is not a waiver of the right to do so thereafter.

13.5. Recovery of Costs. The costs of curing or abating a violation are the expense of the Owner or other Person responsible for the violation. If legal assistance is obtained to enforce any provision of the Documents, or in any legal proceeding (whether or not suit is brought) for damages or for the enforcement of the Documents or the restraint of violations of the Documents, the prevailing party is entitled to recover from the non-prevailing party all reasonable and necessary costs incurred by it in such action, including reasonable attorneys' fees.

13.6. **Release**. Subject to the Association's obligations under this Declaration, except as otherwise provided by the Documents, each Owner hereby releases, acquits and forever discharges the Association, and its affiliates, parents, members, subsidiaries, officers, directors, agents, employees, predecessors, successors, contractors, consultants, insurers, sureties and assigns and agrees to hold such Persons harmless of and from any and all claims, damages, liabilities, costs and/or expenses (including reasonable attorneys' fees) relating to the construction of, repair or restoration of, or the sale to the Owners of the Units, or the Common Elements. This release shall release and forever discharge the Association and its affiliates, parents, members, subsidiaries, officers, directors, agents, employees, predecessors, successors, contractors, consultants, insurers, sureties and assigns, from all claims and causes of action, whether statutory or under the common law, known or unknown, now accrued, or that arise in the future.

13.7. **Right of Action by Association**. The Association shall not have the power to institute, defend, intervene in, settle or compromise litigation or administrative proceedings: (i) in the name of or on behalf of any Unit Owner (whether one or more); or (ii) pertaining to a Claim, as defined in *Section 18.1.1* below, relating to the design or construction of a Unit (whether one or more). The foregoing sentence is expressly intended to remove from the power of the Association the right, under Section 82.102 of the Act, to institute, defend, intervene in, settle, or compromise litigation or administrative proceedings on behalf of two (2) or more Unit Owners on matters affecting the Regime. This *Section 13.7* may not be amended or modified without Declarant's written and acknowledged consent, which must be part of the Recorded amendment instrument.

ARTICLE 14
INSURANCE

14.1. **General Provisions.** The broad purpose of this *Article 14* is to require that the Property be insured with the types and amounts of coverage that are customary for similar types of properties and that are acceptable to mortgage lenders, guarantors, or insurers that finance the purchase or improvement of Units. Because the insurance requirements of mortgage underwriters are subject to change, as are State-promulgated insurance regulations and policies, this Article tries to balance the need for certain minimum insurance requirements with the desire to adapt to a periodically changing insurance environment. The Board will make every reasonable effort to comply with the requirements of this *Article 14*.

14.1.1. Unavailability. The Association, and its directors, officers, and managers, will not be liable for failure to obtain any coverage required by this *Article 14* or for any loss or damage resulting from such failure if the failure is due to the unavailability of a particular coverage from reputable insurance companies, or if the coverage is available only at demonstrably unreasonable cost.

14.1.2. No Coverage. Even if the Association and the Owner have adequate amounts of recommended and required coverages, the Property may experience a loss that

is not covered by insurance. In that event, the Association is responsible for restoring the Common Elements as a Common Expense, and the Owner is responsible for restoring such Owner's Unit at Owner's sole expense. This provision does not apply to the deductible portion of a policy.

14.1.3. Requirements. The cost of insurance coverages and bonds maintained by the Association is a Common Expense. Insurance policies and bonds obtained and maintained by the Association must be issued by responsible insurance companies authorized to do business in the State of Texas. The Association must be the named insured on all policies obtained by the Association. The Association's policies should contain the standard mortgage clause naming either the Mortgagee or its servicer followed by "its successors and assigns." The loss payee clause should show the Association as trustee for each Owner and Mortgagee. Policies of property and general liability insurance maintained by the Association must provide that the insurer waives its rights to subrogation under the policy against an Owner. The Association's insurance policies will not be prejudiced by the act or omission of any Owner or Occupant who is not under the Association's control.

14.1.4. Association as Trustee. Each Owner irrevocably appoints the Association, acting through its Board, as the Owner's trustee to negotiate, receive, administer, and distribute the proceeds of any claim against an insurance policy maintained by the Association.

14.1.5. Notice of Cancellation or Modification. Each insurance policy maintained by the Association should contain a provision requiring the insurer to give prior written notice, as provided by the Act, to the Board before the policy may be canceled, terminated, materially modified, or allowed to expire, by either the insurer or the insured.

14.1.6. Deductibles. An insurance policy obtained by the Association may contain a reasonable deductible, and the amount thereof may not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the coverage limits required by this Declaration or an Underwriting Lender. In the event of an insured loss, the deductible is treated as a Common Expense of the Association in the same manner as the insurance premium. However, if the Board reasonably determines that the loss is the result of the negligence or willful misconduct of an Owner or Occupant or their guest or invitee, then the Board may levy an Individual Assessment against the Owner and the Owner's Unit for the amount of the deductible that is attributable to the act or omission, provided the Owner is given notice and an opportunity to be heard in accordance with *Section 13.1* of this Declaration.

14.2. Property Insurance. The Association will obtain blanket all-risk insurance if reasonably available, for all Common Elements insurable by the Association. If blanket all-risk insurance is not reasonably available, then at a minimum the Association will obtain an insurance

policy providing fire and extended coverage. This insurance must be in an amount sufficient to cover 100 percent of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard. All hazard and flood insurance policies which include any Units must also have the standard mortgage clause.

14.2.1. Common Property Insured. If insurable, the Association will insure: (i) Common Elements and (ii) property owned by the Association including, if any, records, furniture, fixtures, equipment, and supplies.

14.2.2. Units Not Insured by Association. In no event will the Association maintain property insurance on the Units. Accordingly, each Owner of a Unit will be obligated to maintain property insurance on such Owner's Unit in an amount sufficient to cover one hundred percent (100%) of the replacement cost of any repair or reconstruction in event of damage or destruction from any insured hazard. In addition, the Association does not insure an Owner or Occupant's personal property. THE ASSOCIATION STRONGLY RECOMMENDS THAT EACH OWNER AND OCCUPANT PURCHASE AND MAINTAIN INSURANCE ON THEIR PERSONAL BELONGINGS.

14.2.3. Endorsements. To the extent reasonably available, the Association will obtain endorsements to its property insurance policy if required by an Underwriting Lender, such as Inflation Guard Endorsement, Building Ordinance or Law Endorsement, and a Special Condominium Endorsement.

14.3. Liability Insurance. The Association will maintain a commercial general liability insurance policy over the Common Elements – expressly excluding the liability of each Owner and Occupant within his Unit – for bodily injury and property damage resulting from the operation, maintenance, or use of the Common Elements. The amount of coverage should be at least that required by an Underwriting Lender, to the extent reasonably available. The purpose of this requirement is, in part, to assure mortgage companies that the Association maintains at least minimum levels of insurance coverage. If the policy does not contain a severability of interest provision, it should contain an endorsement to preclude the insurer's denial of an Owner's claim because of negligent acts of the Association or other Owners.

14.4. Worker's Compensation. The Association may maintain worker's compensation insurance if and to the extent necessary to meet the requirements of Applicable Law or if the Board so chooses.

14.5. Fidelity Coverage. The Association may maintain blanket fidelity coverage for any Person who handles or is responsible for funds held or administered by the Association, whether or not the Person is paid for his services. The policy should be for an amount that exceeds the greater of: (i) the estimated maximum funds, including reserve funds, that will be in the Association's custody at any time the policy is in force; or (ii) an amount equal to three (3) months

of Regular Assessments on all Units. A management agent that handles Association funds should be covered for its own fidelity insurance policy with the same coverages.

14.6. Directors And Officers Liability. The Association may maintain directors and officers liability insurance, errors and omissions insurance, indemnity bonds, or other insurance the Board deems advisable to insure the Association's directors, officers, committee members, and managers against liability for an act or omission in carrying out their duties in those capacities.

14.7. Other Policies. The Association may maintain any insurance policies and bonds deemed by the Board to be necessary or desirable for the benefit of the Association.

ARTICLE 15
RECONSTRUCTION OR REPAIR AFTER LOSS

15.1. Subject To Act. The Association's response to damage or destruction of the Property will be governed by Section 82.111(i) of the Act. The following provisions apply to the extent the Act is silent.

15.2. Restoration Funds. For purposes of this *Article 15*, "**Restoration Funds**" include insurance proceeds, condemnation awards, Deficiency Assessments, Individual Assessments, and other funds received on account of or arising out of injury or damage to the Common Elements. All funds paid to the Association for purposes of repair or restoration will be deposited in a financial institution in which accounts are insured by a federal agency. Withdrawal of Restoration Funds requires the signatures of at least two (2) Board members.

15.2.1. Sufficient Proceeds. If Restoration Funds obtained from insurance proceeds or condemnation awards are sufficient to repair or restore the damaged or destroyed Common Elements, the Association, as trustee for the Owners, will promptly apply the funds to the repair or restoration.

15.2.2. Insufficient Proceeds. If Restoration Funds are not sufficient to pay the estimated or actual costs of restoration as determined by the Board, the Board may levy a Deficiency Assessment against the Owners to fund the difference.

15.2.3. Surplus Funds. If the Association has a surplus of Restoration Funds after payment of all costs of repair and restoration, the surplus will be applied as follows: If Deficiency Assessments were a source of Restoration Funds, the surplus will be paid to Owners in proportion to their contributions resulting from the Deficiency Assessment levied against them; provided that no Owner may receive a sum greater than that actually contributed by him, and further provided that any Delinquent Assessments owed by the Owner to the Association will first be deducted from the surplus. Any surplus remaining

after the disbursement described in the foregoing paragraph will be common funds of the Association to be used as directed by the Board.

15.3. Costs And Plans.

15.3.1. Cost Estimates. Promptly after the loss, the Board will obtain reliable and detailed estimates of the cost of restoring the damaged Common Elements. Costs may include premiums for bonds and fees for the services of professionals, as the Board deems necessary, to assist in estimating and supervising the repair.

15.3.2. Plans and Specifications. Common Elements will be repaired and restored substantially as they existed immediately prior to the damage or destruction.

15.4. Owner's Duty to Repair. Within sixty (60) days after the date of damage, the Owner will begin repair or reconstruction of any portion of his Unit, subject to the right of the Association to supervise, approve, or disapprove repair or restoration during the course thereof. Unless otherwise approved by the Architectural Reviewer and the Board, the Unit must be repaired and restored substantially in accordance with original construction plans and specifications.

15.5. Owner's Liability For Insurance Deductible. If repair or restoration of Common Elements is required as a result of an insured loss, the Board may levy an Individual Assessment, in the amount of the insurance deductible, against the Owner or Owners who would be responsible for the cost of the repair or reconstruction in the absence of insurance.

ARTICLE 16
TERMINATION AND CONDEMNATION

16.1. Association As Trustee. Each Owner hereby irrevocably appoints the Association, acting through the Board, as trustee to deal with the Property in the event of damage, destruction, obsolescence, condemnation, or termination of all or any part of the Property. As trustee, the Association will have full and complete authority, right, and power to do all things reasonable and necessary to effect the provisions of this Declaration and the Act, including, without limitation, the right to receive, administer, and distribute funds, awards, and insurance proceeds; to effect the sale of the Property as permitted by this Declaration or by the Act; and to make, execute, and deliver any contract, deed, or other instrument with respect to the interest of an Owner.

16.2. Termination. Termination of the terms of this Declaration and the Regime will be governed by Section 82.068 of the Act and *Section 18.3* below.

16.3. **Condemnation**. The Association's response to condemnation of any part of the Regime will be governed by Section 82.007 of the Act. On behalf of Owners, but without their consent, the Board may execute an amendment of this Declaration to reallocate the Common Interest Allocation following condemnation and to describe the altered parameters of the Regime. If the Association replaces or restores Common Elements taken by condemnation by obtaining other land or constructing additional Improvements, the Board may, to the extent permitted by Applicable Law, execute an amendment without the prior consent of Owners to describe the altered parameters of the Regime and any corresponding change of facilities or Improvements.

ARTICLE 17
AMENDMENTS

17.1. **Consents Required**. As permitted by the Act or by this Declaration, certain amendments to this Declaration may be executed by the Board acting alone. Except as otherwise provided in this Declaration, amendments to this Declaration must be approved by Owners representing at least sixty-seven percent (67%) of the total votes in the Association. Notice of any amendment to this Declaration which must be approved by Owners, including but not limited to the amendment requirement attributable to Article 18 as set forth in *Section 18.1*, shall be delivered to each Member in accordance with the Bylaws.

17.2. **Amendments Generally**. For amendments requiring the consent of Mortgagees, the Association will send each Mortgagee a detailed description, if not the exact wording, of any proposed amendment. Notwithstanding any provisions in this Declaration to the contrary, no amendment to this Declaration shall modify, alter, abridge or delete any: (i) provision of this Declaration that benefits the Declarant, the Master Declarant, the Architectural Reviewer or the Master Association; (ii) rights, privileges, easements, protections, or defenses of the Declarant, the Master Declarant, the Architectural Reviewer or the Master Association; or (iii) rights of the Owners or the Association in relationship to the Declarant, the Master Declarant, the Architectural Reviewer or the Master Association without the written consent of the Declarant, the Master Declarant, the Architectural Reviewer or the Master Association, as applicable, attached to and Recorded with such amendment. In addition, no amendment to this Declaration shall modify, alter, abridge or delete any: (i) permissible use of a Unit absent the consent of the Owner(s) of the Unit affected by the change in permissible use; or (ii) any license, easement or other contractual rights contained in this Declaration, including, without limitation, any easement, right and license benefiting or in favor of the Declarant, the Master Declarant, the Architectural Reviewer or the Master Association.

17.3. **Effective**. To be effective, an amendment must be in the form of a Recorded written instrument: (i) referencing the name of the Regime, the name of the Association, and the Recording data of this Declaration and any amendments hereto; (ii) signed and acknowledged by an officer of the Association, certifying the requisite approval of Owners and, if required, Mortgagees; provided, however, this subsection (ii) will not apply for amendments by

Declarant pursuant to any rights reserved by Declarant under this Declaration; and (iii) Recorded.

ARTICLE 18
DISPUTE RESOLUTION

18.1. Introduction Definitions; Amendment. The Association, the Owners, Declarant, all persons subject to this Declaration, and any person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, the "Parties") agree to encourage the amicable resolution of disputes involving the Property and to avoid the emotional and financial costs of litigation and arbitration if at all possible. Accordingly, each Party hereby covenants and agrees that this Article applies to all Claims as hereafter defined. This Article 18 may only be amended with the prior written approval of the Association (acting through a Majority of the Board), and Owners holding 100% of the votes in the Association. As used in this Article only, the following words, when capitalized, have the following specified meanings:

18.1.1. "Claim" means:

(i) Claims relating to the rights and/or duties of Declarant, the Association, or an Owner, under the Documents or the Act.

(ii) Claims relating to the acts or omissions of the Declarant or the Association during control and administration of the Association, any claim asserted against Architectural Reviewer, and any claims asserted against the Board or a Person serving as a Board Member, or officer of the Association, or the Architectural Reviewer.

(iii) Claims relating to the design or construction of the Units, Common Elements, or any Improvement located within the Regime.

18.1.2. "Claimant" means any Party having a Claim against any other Party.

18.1.3. "Respondent" means any Party against which a Claim has been asserted by a Claimant.

18.2. Mandatory Procedures. Claimant may not initiate any proceeding before any administrative tribunal seeking redress of resolution of its Claim until Claimant has complied with the procedures of this Article. As provided in Section 18.8 below, a Claim will be resolved by binding arbitration.

18.3. Claim by the Association – Common Elements. In accordance with *Section 13.7* of this Declaration, the Association does not have the power or right to institute, defend, intervene in, settle, or compromise litigation or administrative proceedings: (i) in the name of or on behalf

of any Unit Owner (whether one or more); or (ii) pertaining to a Claim, as defined in *Section 18.1.1* above, relating to the design or construction of a Unit (whether one or more). In the event the Association asserts a Claim related only to the Common Elements, as a precondition to providing the Notice defined in *Section 18.4*, initiating the mandatory dispute resolution procedures set forth in this *Article 18*, or taking any other action to prosecute a Claim, the Association must:

18.3.1. Independent Report on the Condition of the Common Elements. Obtain an independent third-party report (the "**Common Area Report**") from a licensed professional engineer which: (i) identifies the Common Elements subject to the Claim including the present physical condition of the Common Elements; (ii) describes any modification, maintenance, or repairs to the Common Elements performed by the Unit Owner(s) and/or the Association; (iii) provides specific and detailed recommendations regarding remediation and/or repair of the Common Elements subject to the Claim. For the purposes of this Section, an independent third-party report is a report obtained directly by the Association and paid for by the Association and not prepared by a person employed by or otherwise affiliated with the attorney or law firm that represents or will represent the Association in the Claim. The Association, as a precondition to providing the Notice described in *Section 18.4*, must have provided at least ten (10) days prior written notice of the date on which the inspection will occur to each party subject to a Claim which notice shall identify the independent third-party engaged to prepare the Common Area Report, the specific Common Elements to be inspected, and the date and time the inspection will occur. Each party subject to a Claim may attend the inspection, personally or through an agent. Upon completion, the Common Area Report shall be provided to each party subject to a claim. In addition, before providing the Notice described in *Section 18.4*, the Association shall have permitted each party subject to a Claim the right, for a period of at least ninety (90) days, to inspect and correct, any condition identified in the Common Area Report.

18.3.2. Owner Meeting and Approval. Obtain approval from Members holding sixty-seven percent (67%) of the total votes in the Association to provide the Notice described in *Section 18.4*, initiate the mandatory dispute resolution procedures set forth in this *Article 18*, or take any other action to prosecute a Claim, which approval from Members must be obtained at a meeting of Members called in accordance with the Bylaws. The notice of meeting required hereunder will be provided pursuant to the Bylaws but the notice must also include: (i) the nature of the Claim, the relief sought, the anticipated duration of prosecuting the Claim, and the likelihood of success; (ii) a copy of the Common Area Report; (iii) a copy of any proposed engagement letter between the Association and an attorney selected by the Association to assert or provide assistance with the claim (the "**Engagement Letter**"); (iv) a description of the attorney fees, consultant fees, expert witness fees, and court costs, whether incurred by the Association directly or for which the Association may be liable as a result of prosecuting the Claim; (v) a summary of the steps previously taken by the Association to resolve the Claim; (vi) a statement that initiating the lawsuit or arbitration

proceeding to resolve the Claim may affect the market value, marketability, or refinancing of a Unit while the Claim is prosecuted; and (viii) a description of the manner in which the Association proposes to fund the cost of prosecuting the Claim. The notice required by this paragraph must be prepared and signed by a person who is not (i) the attorney who represents or will represent the Association in the Claim; (ii) a member of the law firm of the attorney who represents or will represent the Association in the Claim; or (iii) employed by or otherwise affiliated with the law firm of the attorney who represents or will represent the Association in the Claim. In the event, as required by this *Section 18.3.2*, Members approve providing the Notice described in *Section 18.4*, or taking any other action to prosecute a Claim, the Members holding a Majority of the total votes in the Association, at special meeting called in accordance with the Bylaws, may elect to discontinue prosecution or pursuit of the Claim.

18.4. **Notice**. Claimant must notify Respondent in writing of the Claim (the "Notice"), stating plainly and concisely: (i) the nature of the Claim, including date, time, location, persons involved, and Respondent's role in the Claim; (ii) the basis of the Claim (i.e., the provision of the Documents or other authority out of which the Claim arises); (iii) what Claimant wants Respondent to do or not do to resolve the Claim; and (iv) that the Notice is given pursuant to this Section. For Claims governed by Chapter 27 of the Texas Property Code, the time period for negotiation in *Section 18.5* below, is equivalent to the sixty (60) day period under Section 27.004 of the Texas Property Code. If a Claim is subject to Chapter 27 of the Texas Property Code, the Claimant and Respondent are advised, in addition to compliance with *Section 18.5*, to comply with the terms and provisions of Section 27.004 during such sixty (60) day period. *Section 18.5* does not modify or extend the time period set forth in Section 27.004 of the Texas Property Code. Failure to comply with the time periods or actions specified in Section 27.004 could affect a Claim if the Claim is subject to Chapter 27 of the Texas Property Code. The one hundred and twenty (120) day period for mediation set forth in Section 18.6 below, is intended to provide the Claimant and Respondent with sufficient time to resolve the Claim in the event resolution is not accomplished during negotiation. If the Claim is not resolved during negotiation, mediation pursuant to *Section 18.6* is required without regard to the monetary amount of the Claim.

If the Claimant is the Association or the Claim pertains to the Common Area, the Notice will also include: (i) a true and correct copy of the Common Area Report; (ii) a copy of the Engagement Letter; (iii) copies of all reports, studies, analyses, and recommendations obtained by the Association related to the Common Area which form the basis of the Claim; (iv) a true and correct copy of the meeting notice provided to Members in accordance with *Section 18.3.2* above; and (v) and reasonable and credible evidence confirming that Members holding sixty-seven percent (67%) of the votes in the Association approved providing the Notice.

18.5. **Negotiation**. Claimant and Respondent will make every reasonable effort to meet in person to resolve the Claim by good faith negotiation. Within sixty (60) days after

Respondent's receipt of the Notice, Respondent and Claimant will meet at a mutually acceptable place and time to discuss the Claim. If the Claim involves all or any portion of the Property, then at such meeting or at some other mutually-agreeable time, Respondent and Respondent's representatives will have full access to the Property that is subject to the Claim for the purposes of inspecting the Property. If Respondent elects to take corrective action, Claimant will provide Respondent and Respondent's representatives and agents with full access to the Property to take and complete corrective action.

18.6. **Mediation**. If the parties negotiate, but do not resolve the Claim through negotiation within one-hundred twenty (120) days from the date of the Notice (or within such other period as may be agreed on by the parties), Claimant will have thirty (30) additional days within which to submit the Claim to mediation under the auspices of a mediation center or individual mediator on which the parties mutually agree. The mediator must have at least five (5) years of experience serving as a mediator and must have technical knowledge or expertise appropriate to the subject matter of the Claim. If Claimant does not submit the Claim to mediation within the 30-day period, Respondent will submit the Claim to mediation in accordance with this *Section 18.6*.

18.7. **Termination Of Mediation**. If the Parties do not settle the Claim within thirty (30) days after submission to mediation, or within a time deemed reasonable by the mediator, the mediator will issue a notice of termination of the mediation proceedings indicating that the Parties are at an impasse and the date that mediation was terminated. Thereafter, Claimant may file suit or initiate arbitration proceedings on the Claim, as appropriate and permitted by this Article.

18.8. **Binding Arbitration-Claims**. All Claims must be settled by binding arbitration. Claimant or Respondent may, by summary proceedings (e.g., a plea in abatement or motion to stay further proceedings), bring an action in court to compel arbitration of any Claim not referred to arbitration as required by this *Section 18.8.*

18.8.1. Governing Rules. If a Claim has not been resolved after Mediation as required by *Section 18.6*, the Claim will be resolved by binding arbitration in accordance with the terms of this *Section 18.8* and the rules and procedures of the American Arbitration Association ("AAA") or, if the AAA is unable or unwilling to act as the arbitrator, then the arbitration shall be conducted by another neutral reputable arbitration service selected by Respondent in Bastrop County, Texas. Regardless of what entity or person is acting as the arbitrator, the arbitration shall be conducted in accordance with the AAA's "Construction Industry Dispute Resolution Procedures" and, if they apply to the disagreement, the rules contained in the Supplementary Procedures for Consumer-Related Disputes. If such Rules have changed or been renamed by the time a disagreement arises, then the successor rules will apply. Also, despite the choice of rules governing the arbitration of any Claim, if the AAA has, by the time of Claim, identified different rules that would specifically apply to the

Claim, then those rules will apply instead of the rules identified above. In the event of any inconsistency between any such applicable rules and this *Section 18.8*, this *Section 18.8* will control. Judgment upon the award rendered by the arbitrator shall be binding and not subject to appeal, but may be reduced to judgment in any court having jurisdiction. Notwithstanding any provision to the contrary or any applicable rules for arbitration, any arbitration with respect to Claims arising hereunder shall be conducted by a panel of three (3) arbitrators, to be chosen as follows:

(1) one arbitrator shall be selected by Respondent, in its sole and absolute discretion;

(2) one arbitrator shall be selected by the Claimant, in its sole and absolute discretion; and

(3) one arbitrator shall be selected by mutual agreement of the arbitrators having been selected by Respondent and the Claimant, in their sole and absolute discretion.

18.8.2. Exceptions to Arbitration; Preservation of Remedies. No provision of, nor the exercise of any rights under, this *Section 18.8* will limit the right of Claimant or Respondent, and Claimant and the Respondent will have the right during any Claim, to seek, use, and employ ancillary or preliminary remedies, judicial or otherwise, for the purposes of realizing upon, preserving, or protecting upon any property, real or personal, that is involved in a Claim, including, without limitation, rights and remedies relating to: (i) exercising self-help remedies (including set-off rights); or (ii) obtaining provisions or ancillary remedies such as injunctive relief, sequestration, attachment, garnishment, or the appointment of a receiver from a court having jurisdiction before, during, or after the pendency of any arbitration. The institution and maintenance of an action for judicial relief or pursuit of provisional or ancillary remedies or exercise of self-help remedies shall not constitute a waiver of the right of any party to submit the Claim to arbitration nor render inapplicable the compulsory arbitration provisions hereof.

18.8.3. Statute of Limitations. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding under this Section 18.8.

18.8.4. Scope of Award; Modification or Vacation of Award. The arbitrator shall resolve all Claims in accordance with the applicable substantive law. The arbitrator may grant any remedy or relief that the arbitrator deem just and equitable and within the scope of this *Section 18.8* and subject to *Section 18.9*; provided, however, that for a Claim, or any portion of a Claim governed by Chapter 27 of the Texas Property Code, or any successor statute, in no event shall the arbitrator award damages which exceed the damages a Claimant would be entitled to under Chapter 27 of the Texas Property Code. In all arbitration

proceedings the arbitrator shall make specific, written findings of fact and conclusions of law. In all arbitration proceedings the parties shall have the right to seek vacation or modification of any award that is based in whole, or in part, on (i) factual findings that have no legally or factually sufficient evidence, as those terms are defined in Texas law; (ii) conclusions of law that are erroneous; (iii) an error of federal or state law; or (iv) a cause of action or remedy not expressly provided under existing state or federal law. In no event may an arbitrator award speculative, consequential, or punitive damages for any Claim.

18.8.5. Other Matters. To the maximum extent practicable, an arbitration proceeding hereunder shall be concluded within one hundred and eighty (180) days of the filing of the Claim for arbitration by notice from either party to the other. Arbitration proceedings hereunder shall be conducted in Travis County, Texas. The arbitrator shall be empowered to impose sanctions and to take such other actions as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the Texas Rules of Civil Procedure and applicable law. Each party agrees to keep all Claims and arbitration proceedings strictly confidential, except for disclosures of information required in the ordinary course of business of the parties or by applicable law or regulation. In no event shall any party discuss with the news media or grant any interviews with the news media regarding a Claim or issue any press release regarding any Claim without the written consent of the other parties to the Claim.

18.9. Allocation Of Costs. Each Party bears all of its own costs incurred prior to and during the proceedings described in the Notice, Negotiation, Mediation, and Arbitration sections above, including its attorney's fees. Respondent and Claimant will equally divide all expenses and fees charged by the mediator and arbitrator.

18.10. General Provisions. A release or discharge of Respondent from liability to Claimant on account of the Claim does not release Respondent from liability to persons who are not party to Claimant's Claim.

18.11. Period of Limitation.

18.11.1. For Actions by an Owner or Occupant of a Unit. The exclusive period of limitation for any of the Parties to bring any Claim, including, but not limited to, a Claim of construction defect or defective design of a Unit, shall be the earliest of: (i) for Claims alleging construction defect or defective design, two (2) years and one (1) day from the date that the Owner or Occupant discovered or reasonably should have discovered evidence of the Claim; (ii) for Claims other than those alleging construction defect or defective design, four (4) years and one (1) day after the date from the date that the Owner or Occupant discovered or reasonably should have discovered evidence of the Claim.

18.11.2. For Actions by the Association. The exclusive period of limitation for the Association to bring any Claim, including, but not limited to, a Claim of construction defect or defective design of the Common Elements, shall be the earliest of: (i) for Claims alleging construction defect or defective design, two (2) years and one (1) day from the date that the Association or its agents discovered or reasonably should have discovered evidence of the Claim; (ii) for Claims other than those alleging construction defect or defective design of the Common Elements, four (4) years and one (1) day from the date that the Association discovered or reasonably should have discovered evidence of the Claim.

18.12. Funding Arbitration and Litigation. The Association must levy a Special Assessment to fund the estimated costs of arbitration conducted pursuant to this Article 18 or any judicial action initiated by the Association. The Association may not use its annual operating income or reserve funds or savings to fund arbitration or litigation, unless the Association's annual budget or a savings account was established and funded from its inception as an arbitration and litigation reserve fund.

ARTICLE 19
GENERAL PROVISIONS

19.1. Supremacy of Subdivision Declaration. Every Owner, by acceptance of a deed to a Unit, acknowledges that, in addition to being subject to and bound by this Declaration, he or she is subject to the Subdivision Declaration.

19.2. Notices. Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either by **electronic mail**, personally or by mail. Such notice shall be deemed delivered at the time of personal or **electronic delivery**, and if delivery is made by mail, it shall be deemed to have been delivered on the third day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the Person at the address given by such Person to the Association for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such Person to the Association of created.

19.3. Compliance. The Owners hereby covenant and agree that the administration of the Association will be in accordance with the provisions of the Documents and Applicable Law.

19.4. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Regime and of promoting and effectuating the fundamental concepts of the Regime set forth in this Declaration. This Declaration shall be construed and governed under the laws of the State of Texas.

19.5. Duration. Unless terminated or amended by Owners as permitted herein, the provisions of this Declaration run with and bind the Property, and will remain in effect perpetually to the extent permitted by Applicable Law.

19.6. Captions. In all Documents, the captions of articles and sections are inserted only for convenience and are in no way to be construed as defining or modifying the text to which they refer. Boxed notices are inserted to alert the reader to certain provisions and are not to be construed as defining or modifying the text.

19.7. Construction. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine, or neuter shall each include the masculine, feminine, and neuter. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise effect that which is set forth in any of the paragraphs, sections, or articles hereof. Throughout this Declaration there appears text enclosed by a box. This text is used to aid in the reader's comprehension of certain provisions of this Declaration. In the event of a conflict between the text enclosed by a box and any provision of this Declaration, the provision of the Declaration will control.

19.8. Appendix/ Attachments. The following appendixes and exhibits are attached to this Declaration and are incorporated herein by reference:

Attachment 1	Plats and Plans
Attachment 2	Encumbrances
Attachment 3	Schedule of Allocated Interests
Attachment 4	Guide to Association's Examination of Common Elements
Attachment 5	Guide to Association's Major Management and Governance Functions
Attachment 6	Legal description of Lot 16

EXECUTED on this _____ day of _____, 2019.

DECLARANT:

TF HUNTERS CROSSING, L.P.,
a Delaware limited partnership

By: TF Holdings GP, L.L.C.,
a Delaware limited liability company,
its General Partner

By:_____
Name:_____
Title:_____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ____day of _____, 2019, by _____, _____ of TF Holdings GP, L.L.C., a Delaware limited liability company, on behalf of said company in its capacity as the general partner of TF Hunters Crossing, L.P., a Delaware limited partnership, on behalf of said partnership.

_____
Notary Public, State of Texas

MASTER ASSOCIATION:

HUNTERS CROSSING HOMEOWNERS ASSOCIATION, INC.

By: _____

Its: _____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ____day of _____, 2019, by _____, _____ of Hunters Crossing Homeowners Association, Inc., on behalf of said corporation.

_____
Notary Public, State of Texas

ATTACHMENT 1

[CONDOMINIUM PLATS AND PLANS]

The plats and plans, attached hereto as Attachment 1 contain the information required by the Texas Uniform Condominium Act.

Printed Name:_____
RPLS or License No._____

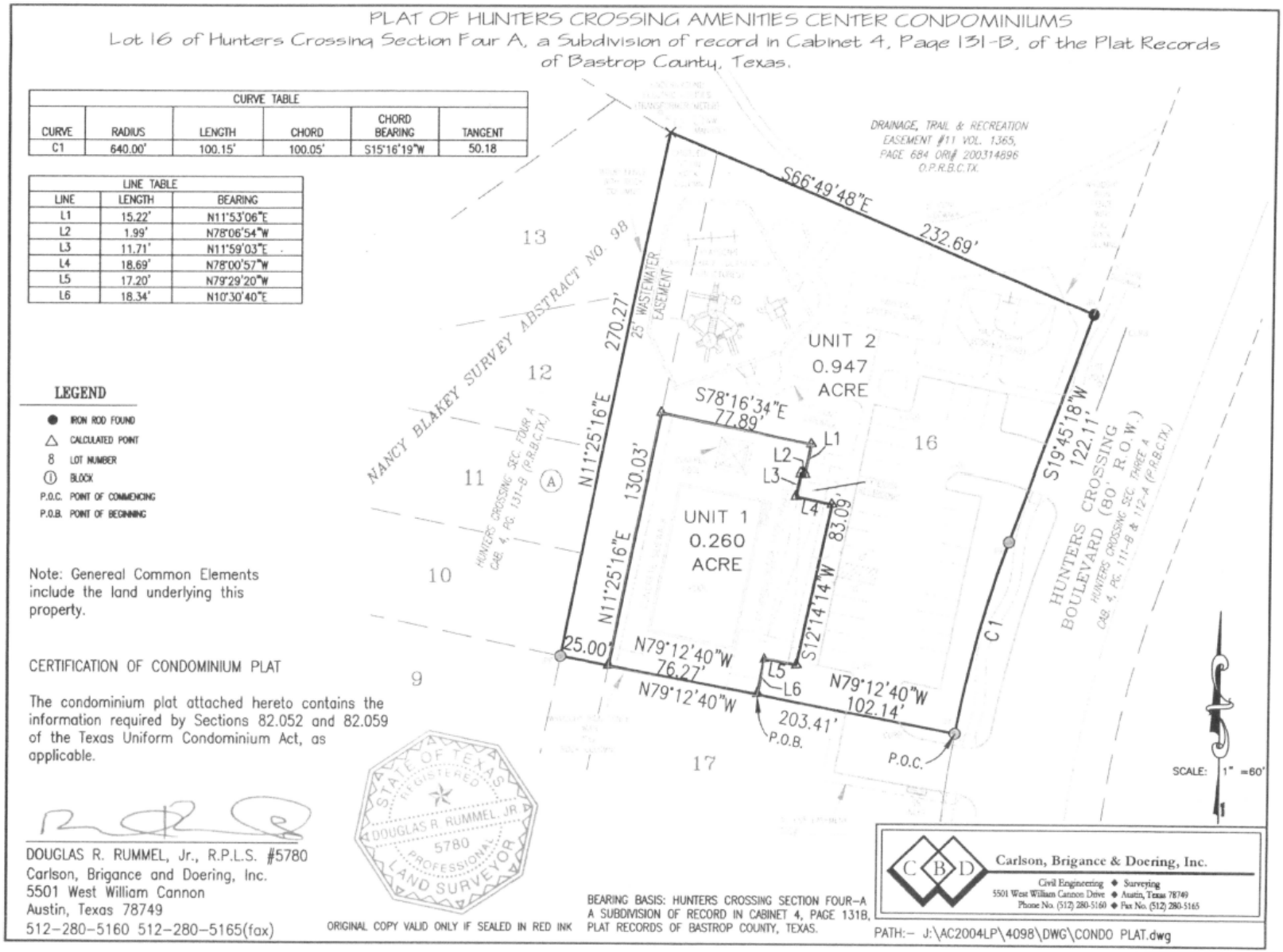
SEE NEXT PAGE FOR ORIGINAL CERTIFICATION

PLAT OF HUNTERS CROSSING AMENITIES CENTER CONDOMINIUMS

Lot 16 of Hunters Crossing Section Four A, a Subdivision of record in Cabinet 4, Page 131-B, of the Plat Records of Bastrop County, Texas.

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	CHORD BEARING	TANGENT
C1	640.00'	100.15'	100.05'	S15°16'19"W	50.18

LINE TABLE		
LINE	LENGTH	BEARING
L1	15.22'	N11°53'06"E
L2	1.99'	N78°06'54"W
L3	11.71'	N11°59'03"E
L4	18.69'	N78°00'57"W
L5	17.20'	N79°29'20"W
L6	18.34'	N10°30'40"E



LEGEND

- ● IRON ROD FOUND
- △ CALCULATED POINT
- 8 LOT NUMBER
- Ⓘ BLOCK
- P.O.C. POINT OF COMMENCING
- P.O.B. POINT OF BEGINNING

Note: Genereal Common Elements include the land underlying this property.

CERTIFICATION OF CONDOMINIUM PLAT

The condominium plat attached hereto contains the information required by Sections 82.052 and 82.059 of the Texas Uniform Condominium Act, as applicable.

STATE OF TEXAS
REGISTERED
DOUGLAS R. RUMMEL JR.
5780
PROFESSIONAL
LAND SURVEYOR

DOUGLAS R. RUMMEL, Jr., R.P.L.S. #5780
Carlson, Brigance and Doering, Inc.
5501 West William Cannon
Austin, Texas 78749
512-280-5160 512-280-5165(fax)

ORIGINAL COPY VALID ONLY IF SEALED IN RED INK

BEARING BASIS: HUNTERS CROSSING SECTION FOUR-A A SUBDIVISION OF RECORD IN CABINET 4, PAGE 131B, PLAT RECORDS OF BASTROP COUNTY, TEXAS.

Carlson, Brigance & Doering, Inc.
Civil Engineering ◆ Surveying
5501 West William Cannon Drive ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

PATH:- J:\AC2004LP\4098\DWG\CONDO PLAT.dwg

ATTACHMENT 2

ENCUMBRANCES

All matters of record in the office of the County Clerk of Bastrop County, Texas, to the extent same are valid and affect the Property.

ATTACHMENT 3

COMMON INTEREST ALLOCATION AND VOTES

The Common Interest Allocation and Common Expense Liability for each Unit is 50%. Each Unit is allocated one (1) vote.

ATTACHMENT 4

GUIDE TO THE ASSOCIATION'S EXAMINATION OF COMMON ELEMENTS

This Guide provides information to assist the Board in conducting an annual examination of the Common Elements for the purpose maintaining replacement and repair reserves at a level that anticipates the scheduled replacement or major repair of components of the Common Elements maintained by the Association. The annual examination is required by *Section 9.2* of the Declaration and is a necessary prerequisite to establishing sufficient reserves as required by S*ection 6.11* of the Declaration. Additional information on conducting the examination may be obtained from the Community Associations Institute and their publication, *The National Reserve Study Standards of the Community Associations Institute*. See www.caionline.org. In addition, the Community Associations Institute provides certification for qualified preparers of reserve studies, known as a "Reserve Professionals Designation" (R.S.). Neither this Declaration nor current law requires that the Board engage an individual holding a Reserve Professional Designation for the purpose of conducting the annual examination of the Common Elements. Because laws and practices change over time, the Board should not use this Guide without taking into account applicable changes in law and practice.

Developing a Plan

In developing a plan, the age and condition of Common Elements maintained by the Association must be considered. The possibility that new types of material, equipment, or maintenance processes associated with the repair and/or maintenance of Common Elements should also be taken into account. The individual or company who prepares the examination calculates a suggested annual funding amount and, in doing so, may consider such factors as which components are included, estimated replacement costs of the components, useful lives of the components, inflation, and interest on reserve account balances or other earnings rates. Annual contributions to the replacement fund from annual assessments are based on this examination or reserve study. A reserve study generally includes the following:

- Identification and analysis of each major component of Common Elements maintained by the Association
- Estimates of the remaining useful lives of the components
- Estimates of the costs of replacements or repairs
- A cash flow projection showing anticipated changes in expenditures and contributions over a time period generally ranging between 20 and 30 years
- The "Funding Goal" which is generally one of the following:
    - Component Full Funding: Attaining, over a period of time, and maintaining, once the initial goal is achieved, a cumulative reserve account cash balance necessary to discharge anticipated expenditures at or near 100 percent; or

- Threshold Funding: Maintaining the reserve account cash balance above a specified dollar or percent funded amount.

Note that Threshold Funding will increase the likelihood that special assessments will be required to fund major repairs and replacements. For example, one study has shown that a Threshold Funding goal of 40 to 50% results in a 11.2% chance that the Association will be unable to fund repairs and replacement projects in the next funding year. See "Measuring the Adequacy of Reserves", *Common Ground*, July/August 1997. The same study found that Component Full Funding reduces this likelihood to between .09 and 1.4%.

Finding Common Element Component Replacement Information

Common Element component replacement information may be obtained from contractors, suppliers, technical specialists, "Reserve Study" specialist or from using tables in technical manuals on useful lives of various components. As provided in *Section 9.2* of the Declaration, the Board must reevaluate its funding level periodically based upon changes to the Common Elements as well as changes to replacement costs and component conditions. The specific components of Common Elements include, but are not limited to roads, recreational facilities, and furniture and equipment owned or maintained by the Association. Components covered by maintenance contracts may be excluded if the contracts include maintenance and replacement of the components. The Board must also include within their overall budget a deferred maintenance account for those components requiring periodic maintenance which does not occur annually.

ATTACHMENT 5

GUIDE TO ASSOCIATION'S MAJOR MANAGEMENT & GOVERNANCE FUNCTIONS

This Guide lists several of the major management and governance functions of a typical development with a mandatory owners association. The Board may, from time to time, use this Guide to consider what functions, if any, to delegate to one or more managers, managing agents, employees, or volunteers. Because laws and practices change over time, the Board should not use this Guide without taking account of applicable changes in law and practices.

MAJOR MANAGEMENT & GOVERNANCE FUNCTIONS	PERFORMED BY ASSOCIATION OFFICERS OR DIRECTORS	DELEGATED TO ASSOCIATION EMPLOYEE OR AGENT
FINANCIAL MANAGEMENT		
To adopt annual budget and levy assessments, per Declaration.		
Prepare annual operating budget, periodic operating statements, and year-end statement.		
Identify components of the property the Association is required to maintain. Estimate remaining useful life of each component. Estimate costs and schedule of major repairs and replacements, and develop replacement reserve schedule. Annually update same.		
Collect assessments and maintain Association accounts.		
Pay Association's expenses and taxes.		
Obtain annual audit and income tax filing.		
Maintain fidelity bond on whomever handles the Association funds.		
Report annually to Members on financial status of the Association.		

MAJOR MANAGEMENT & GOVERNANCE FUNCTIONS	PERFORMED BY ASSOCIATION OFFICERS OR DIRECTORS	DELEGATED TO ASSOCIATION EMPLOYEE OR AGENT
PHYSICAL MANAGEMENT Inspect, maintain, repair, and replace, as needed, all components of the property for which the Association has maintenance responsibility. Contract for services, as needed to operate or maintain the property. Prepare specifications and call for bids for major projects. Coordinate and supervise work on the property, as warranted.		

MAJOR MANAGEMENT & GOVERNANCE FUNCTIONS	PERFORMED BY ASSOCIATION OFFICERS OR DIRECTORS	DELEGATED TO ASSOCIATION EMPLOYEE OR AGENT
ADMINISTRATIVE MANAGEMENT Receive and respond to correspondence from Owners, and assist in resolving Owners' problems related to the Association. Conduct hearings with Owners to resolve disputes or to enforce the Documents. Obtain and supervise personnel and/or contracts needed to fulfill Association's functions. Schedule Association meetings and give Owners timely notice of same. Schedule Board meetings and give directors timely notice of same. Enforce the Documents. Maintain insurance and bonds as required by the Documents or Applicable Law, or as customary for similar types of property in the same geographic area. Maintain Association books, records, and files. Maintain Association's corporate charter and registered agent & address.		

MAJOR MANAGEMENT & GOVERNANCE FUNCTIONS	PERFORMED BY ASSOCIATION OFFICERS OR DIRECTORS	DELEGATED TO ASSOCIATION EMPLOYEE OR AGENT
OVERALL FUNCTIONS Promote harmonious relationships within the community. Protect and enhance property values in the community. Encourage compliance with Documents and Applicable Laws and ordinances. Act as liaison between the community of Owners and governmental, taxing, or regulatory bodies. Protect the Association and the property from loss and damage by lawsuit or otherwise.		

ATTACHMENT 6

LEGAL DESCRIPTION OF LOT 16

LOT 16, BLOCK A, HUNTERS CROSSING SECTION FOUR A, A SUBDIVISION IN BASTROP COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT CABINET NO. 4, PAGE 131B, PLAT RECORDS OF BASTROP COUNTY, TEXAS.

STAFF REPORT

MEETING DATE: September 24, 2019 **AGENDA ITEM**: 9C

TITLE:
Consider action to approve Resolution No. R-2019-88 of the City Council of the City of Bastrop, Texas, approving an agreement for the provision of Main Street Program support between the City of Bastrop and the Bastrop Economic Development Corporation attached as Exhibit A; authorizing the City Manager to execute the agreement; repealing all resolutions in conflict; and providing an effective date.

STAFF REPRESENTATIVE:
Rebecca Gleason, Bastrop Main Street Program Manager
Angela Ryan, Bastrop EDC Assistant Executive Director

BACKGROUND/HISTORY:
The EDC has traditionally helped fund the Main Street Program due to their partnership with the EDC in fostering economic development, investment and growth within the downtown area, as well as helping to promote new and expanded business development in the Main Street Program area.

The BEDC is legally required to have written contracts for services with vendors. The Main Street Program support, which the EDC has funded for years, is such a service and requires a written contract. This agreement spells out the expectations and funding provided to the Main Street Program. The Bastrop EDC Board of Directors approved funding the Main Street Program Services Agreement at their Board meeting on August 19, 2019, in the amount of $50,000.

In addition, the BEDC has found that $45,000.00 of the $50,000.00 per year of the Agreement with the City is considered a “promotional purpose” for Bastrop Main Street Program’s promoting of the City under Texas Local Government Code § 501.103, and is to be considered a promotional expense that does not exceed more than ten (10%) of the BEDC’s revenues for fiscal year 2019-2020.

RECOMMENDATION:
Consider action to approve Resolution No. R-2019-88 of the City Council of the City of Bastrop, Texas, approving an agreement for the provision of Main Street Program support between the City of Bastrop and the Bastrop Economic Development Corporation attached as Exhibit A; authorizing the City Manager to execute the agreement; repealing all resolutions in conflict; and providing an effective date.

ATTACHMENTS:
- Draft Resolution
- Services Agreement

RESOLUTION NO. R-2019-88

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING AN AGREEMENT FOR THE PROVISION OF MAIN STREET PROGRAM SUPPORT BETWEEN THE CITY OF BASTROP AND THE BASTROP ECONOMIC DEVELOPMENT CORPORATION ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; REPEALING ALL RESOLUTIONS IN CONFLICT; 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 Texas Local Government Code, Chapters 501 and 505, et seq., as amended, known as the Development Corporation Act of 1979 (the "Act"); and

WHEREAS, the City of Bastrop ("City") maintains a department within the City whose function is to advance the Bastrop Main Street Program to foster, encourage, support and direct downtown revitalization, while preserving the historical significance of Bastrop's downtown district; and

WHEREAS, the role of the BEDC is to enhance the quality of life in Bastrop by advancing the investment, development, growth and relocation of companies within the area. In addition to providing appropriate infrastructure, the Bastrop EDC promotes and supports economic development in the community that offers the people of Bastrop sustainable, meaningful and rewarding employment opportunities, and greater access to desirable goods and services; and

WHEREAS, the BEDC has continued to work collaboratively with the City and the Bastrop Main Street Program to foster economic development, investment and growth within the downtown area, participating actively with planning and development activities of the same; and

WHEREAS, the BEDC has found that the Bastrop Main Street Program promotes new or expanded business development in the Main Street Program Area thereby authorizing expenditures for the Bastrop Main Street Program in exchange for economic development services that will assist both the City and the BEDC to achieve their respective missions; and

WHEREAS, the BEDC has found that $45,000.00 of the $50,000.00 per year of the Agreement with the City is considered a "promotional purpose" for Bastrop Main Street Program's promoting of the City under Texas Local Government Code § 501.103, and is to be considered a promotional expense that does not exceed more than ten (10%) of the BEDC's revenues for fiscal year 2019-2020; and

WHEREAS, the remaining $5,000.00 of the $50,000.00 per year of the Agreement with the City shall be considered an administrative expense; and

WHEREAS, after careful evaluation and consideration by the Bastrop City Council, the City Council has determined that this support can be accepted under Texas Local Government Code § 380.001 and services provided under Texas Local Government Code § 380.002, as required by Texas Local Government Code § 501.007, and according to the terms included within a support agreement by and between the parties, as attached hereto as Exhibit "A" (the "Agreement"); and

WHEREAS, pursuant to the terms of the Agreement, the BEDC will allocate $50,000 per year during the term of the Agreement to support and supplement the cost of maintaining the Bastrop Main Street Program in exchange for a commitment to utilize such support to promote new or expanded business development to enhance the BEDC's ability to accomplish its public purpose of enhancing, encouraging and supporting economic development in the Bastrop Main Street Program Area.

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

SECTION 1. That the City Council hereby approves the Agreement attached hereto and incorporated herein as Exhibit "A" and further authorizes the City Manager to execute the same and take all other actions necessary to implement said Agreement.

SECTION 2. That $45,000.00 shall be considered a promotional expense for Bastrop Main Street Program's "promotional purpose" under Texas Local Government Code § 501.103 and said amount is to be considered a promotional expense that does not exceed more than ten (10%) of the BEDC's revenues for fiscal year 2019-2020.

SECTION 3. Any prior resolution of the City Council in conflict with the provisions contained in this resolution are hereby repealed and revoked.

SECTION 4. Should any part of this resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

SECTION 5. This resolution shall take effect immediately from and after its passage, and it is duly resolved.

SECTION 6. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

[SIGNATURE PAGE FOLLOWS]

DRAFT

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop, Texas, this 24th day of September 2019.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

DRAFT

Exhibit “A”

Agreement for provision of Main Street Program Support between the City of Bastrop and the Bastrop Economic Development Corporation

DRAFT

AGREEMENT FOR PROVISION OF MAIN STREET PROGRAM SUPPORT BETWEEN THE CITY OF BASTROP AND THE BASTROP ECONOMIC DEVELOPMENT CORPORATION

THE STATE OF TEXAS §
§ KNOWN ALL MEN BY THESE PRESENTS:
COUNTY OF BASTROP §

THIS AGREEMENT ("Agreement") is entered into and executed the 19 day of August, 2019 ("Effective Date"), by and between the CITY OF BASTROP, a municipal corporation, acting by and through its City Manager as authorized by its City Council, situated in Bastrop County, Texas (hereinafter referred to as "City"), and the Bastrop Economic Development Corporation (hereinafter referred to as "BEDC") acting by and through its Chair of the Board, and provides as follows:

WHEREAS, the City maintains a department within the City whose function is to advance the Bastrop Main Street Program to foster, encourage, support and direct downtown revitalization, while preserving the historical significance of Bastrop's downtown district; and

WHEREAS, the vision of the Bastrop Main Street Program is to positively influence the continued preservation, enhancement and commercial vitality of Bastrop's historic downtown as a distinctive destination that engages and inspires both residents and visitors; and

WHEREAS, this vision is implemented through the Bastrop Main Street Program's mission that provides that the Program "through collaboration with other organizations and with volunteers' insights, talents and energies, will be a catalyst for the continued revitalization, preservation and economic health of our historic downtown area." Further, that the Program will be "Guided by the Main Street Four Point Approach of organization, design, promotion and economic vitality, we can continue positively transforming our historic downtown;" and

WHEREAS, the role of the BEDC is to enhance the quality of life in Bastrop by advancing the investment, development, growth and relocation of companies within the area. In addition to providing appropriate infrastructure, the BEDC promotes and supports economic development in the community that offers the people of Bastrop sustainable, meaningful and rewarding employment opportunities, and greater access to desirable goods and services; and

WHEREAS, the BEDC has continued to work collaboratively with the City and the Bastrop Main Street Program to foster economic development, investment and growth within the downtown area, participating actively with planning and development activities of the same; and

WHEREAS, the BEDC desires to monetarily support the Bastrop Main Street Program in exchange for economic development services that will assist both the City and the BEDC to achieve their respective missions; and

WHEREAS, the BEDC and the City are authorized under the laws of the State of Texas to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits described in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree to the following:

I. Findings

The foregoing recitals are hereby found to be true and correct and are hereby adopted and made a part of this Agreement for all purposes.

II. City Obligations

The City agrees to utilize any funding provided under this Agreement to continue, through the funding and operation of the Main Street Program, to provide certain services that enhance the BEDC's ability to accomplish its mission of enhancing, encouraging and supporting economic development in the downtown area or "Main Street Program Area" that include, without limitation, the following services:

1. Supporting business expansion and retention of existing and future Main Street Program Area businesses;
2. Collaboratively marketing the Main Street Program Area and its assets;
3. Collaboratively providing training and small business resources for businesses in the Main Street Program Area, as well as the rest of the community;
4. Assisting with business recruitment in the Main Street Program Area;
5. Supporting the BEDC and community in its entrepreneurial and small business programs; and

III. BEDC Obligations

As consideration for the above listed services to be provided by the City, BEDC shall provide funding to the City in the amount of Fifty Thousand Dollars ($50,000) per fiscal year, for fiscal years 2020 and 2021, conditioned upon the City's commitment to dedicate and utilize said funds exclusively to support the Main Street Program to achieve its vision through the implementation of its stated mission. The funding shall be prorated and paid monthly over the budget year.

1. Forty-five Thousand Dollars ($45,000) of the funding provided is for promotional purposes and will not exceed ten percent (10%) BEDC's revenues, as required by Texas Local Government Code § 505.103; and

2. Five Thousand Dollars ($5,000) of the funding provided is for administrative purposes.

IV. General Provisions

1. **Term.** Subject to early termination as provided below, this Agreement shall be in effect for a period of two (2) years, commencing October 1, 2019, and ending September 30, 2021.

2. **Non-Appropriations.** In the event that the BEDC's Board of Directors does not appropriate funds to make any payment under this Agreement for a fiscal year after the BEDC's fiscal year

in which this Agreement becomes effective, or in the event that the City's City Council does not appropriate funds to continue the Main Street Program department, then this Agreement will automatically terminate at the beginning of the first day of the successive fiscal year. The BEDC or the City, as applicable, shall use their best efforts to provide prior written notice of such impending termination as soon as possible following the formal determination of said non-appropriation.

3. **Termination.** In addition to automatic termination upon an event of non-appropriation provided above, either party may terminate this Agreement upon giving prior written notice to the other party, which termination shall be deemed effective the last day of the then current fiscal year. Further, if any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

4. **Severability.** If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, then and in that event it is the intention of the Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the Parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

5. **Entire Agreement.** This Agreement constitutes the final and entire agreement between the Parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind the Parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement in the year and on the day indicated.

BASTROP ECONOMIC DEVELOPMENT CORPORATION

Kathryn Nash, Board Chair

CITY OF BASTROP, TEXAS

Lynda K. Humble, City Manager

STAFF REPORT

MEETING DATE: September 24, 2019 **AGENDA ITEM:** 9D

TITLE:
Hold a public hearing and consider action to approve Resolution No. R-2019-96 of the City Council of the City of Bastrop, Texas, granting Historic Landmark status for Building Block 11, North East ¼ Subdivision, Lot 1, also known as 909 Farm Street, within the city limits of Bastrop, Texas, as attached in Exhibit A; providing for findings of fact; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:
Jennifer C. Bills, AICP, LEED AP, Assistant Planning Director

ITEM DETAILS:

Site Address:	909 Farm Street (Attachment 1)
Property Owner:	Robert and Vicky Lindsey
Current Use:	Residence
Existing Zoning:	Downtown Form-Based Code: Neighborhood
Designations:	None

BACKGROUND/HISTORY:
The property owners at 909 Farm Street have requested the Historic Landmark Commission consider this property for local Historic Landmark designation. Once the Commission makes a recommendation, it will be placed on the next available City Council agenda for public hearing and consideration.

A project description, site layout, property history and current pictures of the property are attached for the Commission to review and determine if 909 Farm Street meets two or more of the criteria in the policy explanation below.

POLICY EXPLANATION:
Chapter 14 – Zoning, Article 14.03.002

(b) *Criteria for historic landmark status.*

(2) A structure or site also may be designated by the city as a historic landmark if it meets two (2) or more of the criteria set out below.

(A) Possesses significance in history, architecture, archeology, or culture;

(B) Is associated with events that have made a significant contribution to the broad patterns of local, regional, state, or national history;

(C) Is associated with the lives of persons significant in our past;

(D) Embodies the distinctive characteristics of a type, period, or method of construction;

(E) Represents the work of a master designer, builder, or craftsman; or
(F) Represents an established and familiar visual feature of the city.

(c) *Process for designation of historic landmarks.*

(1) Owners of property being considered for designation as a historic landmark shall be notified prior to the Commission hearing on the recommended designation. The Commission shall provide notice to property owners within two hundred (200) feet of the property and conduct a public hearing.

(2) After consideration by the Historic Landmark Commission, a recommendation regarding designations shall be submitted the City Council to conduct a public hearing and consider the designations of a historic landmark. The adoption of the landmark shall be through a resolution.

(3) Upon designation of a historic landmark, the City Council shall cause the designation to be noted as follows:
(A) Recorded in the official real property records of Bastrop County.
(B) Designated on the historic resource map of the city.
(C) Provide the property owner with a plaque and require the installation indicating the designation of the landmark as a city historic landmark.

86th Legislature House Bill 2496

Effective May 25, 2019 the Texas State Legislature adopted additional regulations municipalities must follow for designating historic landmarks. Most of the regulations are already present in the Bastrop Historic Landmark Preservation Ordinance. One additional requirement with which the city must comply is sending the property owner a statement that describes the impact of the designation to the property 15 days before the first hearing. Staff sent this letter on August 28, 2019.

NOTIFICATION:
Sixteen property owners within 200 feet 909 Farm Street were notified of the public hearings on August 28, 2019.

HISTORIC LANDMARK COMMISSION RECOMMENDATION:
At the meeting on September 12, 2019, the Commission held a public hearing and recommended approval of the Historic Landmark status designation by a vote of 6-0 with the following historic criteria standards being met:

Main House:
(A) Possesses significance in history, architecture, archeology, or culture;
(B) Is associated with events that have made a significant contribution to the broad patterns of local, regional, state, or national history;
(C) Is associated with the lives of persons significant in our past;
(D) Embodies the distinctive characteristics of a type, period, or method of construction; and
(E) Represents the work of a master designer, builder, or craftsman.

Carriage House:

(A) Possesses significance in history, architecture, archeology, or culture;

(B) Is associated with events that have made a significant contribution to the broad patterns of local, regional, state, or national history;

(C) Is associated with the lives of persons significant in our past; and

(D) Embodies the distinctive characteristics of a type, period, or method of construction.

RECOMMENDATION:

Hold a public hearing and consider action to approve Resolution No. R-2019-96 of the City Council of the City of Bastrop, Texas, granting Historic Landmark status for Building Block 11, North East ¼ Subdivision, Lot 1, also known as 909 Farm Street, within the city limits of Bastrop, Texas, as attached in Exhibit A; providing for findings of fact; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution
- Exhibit A – Agreement with Property Owners
- Attachment 1 – Location Map
- Attachment 2 – Project Description and Site Layout
- Attachment 3 – Property History
- Attachment 4 – 2019 Property Pictures



RESOLUTION NO. R-2019-96

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, GRANTING HISTORIC LANDMARK STATUS FOR BUILDING BLOCK 11, NORTH EAST ¼ SUBDIVISION, LOT 1, ALSO KNOWN AS 909 FARM STREET, WITHIN THE CITY LIMITS OF BASTROP, TEXAS, AS ATTACHED IN EXHIBIT A; PROVIDNG FOR FINDINGS OF FACT; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Robert and Vicky Lindsey ("the Owner") has submitted a request for Historic Landmark status for the structures at 909 Farm Street; and

WHEREAS, Ordinance 2018-03, Historic Landmark Preservation provides a designation process for historic sites and structures; and

WHEREAS, notice of the historic designation was sent in accordance with Ordinance 201-03 to notify the public and Texas Local Government Code Section 211.0165 to notify the property owner of the impact of the designation; and

WHEREAS, the Historic Landmark Commission held a public hearing and considered the request on September 12, 2019 and voted to recommend approval by a vote of 6-0.

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

Section 1: The Historic Landmark status for Building Block 11, North East ¼ Subdivision, Lot 1**,** also known as 909 Farm Street, within the city limits of Bastrop, Texas**,** is hearby approved and Exhibit "A", a copy of agreement to be signed by the Property Owner, and incorporated herein for all purposes.

Section 2: The following findings of fact were established for the structures at 909 Farm Street:

Main Structure and Carriage House meet the following criteria:

(A) Possesses significance in history, architecture, archeology, or culture;

(B) Is associated with events that have made a significant contribution to the broad patterns of local, regional, state, or national history;

(C) Is associated with the lives of persons significant in our past;

(D) Embodies the distinctive characteristics of a type, period, or method of construction;

Main Structure also meets the following criteria:

(E) Represents the work of a master designer, builder, or craftsman

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

Section 4: This ordinance shall take effect upon passage and in accordance with the laws of the State of Texas.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 24th day of September, 2019.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

Historic Landmark Designation Agreement

As owner(s) of a the property located on Lot 1, of Building Block 11, North East ¼ Subdivision, (0.292 acres), commonly known as 909 Farm Street.

We, Robert and Vicky Lindsey wish to have said property designated as a Historic Landmark.

By the signature(s) below, I/we, the property owner(s) hereby acknowledge that I/we have received a copy of the current Historic Landmark Preservation Ordinance (Ordinance #2018-03), and any amendments thereto; that I/we understand and agree to abide by the terms and obligations related to a Historic Landmark designation; and, in obtaining Historic Landmark status for this property, we agree to maintain said property in accordance with provisions governing Historic Landmarks in the Ordinance *and* the design guidelines governing same, as adopted by the Bastrop City Council, as such ordinance and guidelines now exist or may exist in the future.

Furthermore, we understand that by entering into this agreement with the City of Bastrop, we will be entitled to all incentives specified within Ordinance 2018-03 "Historic Landmark Preservation" and amendments thereto.

_____

Signature of Property Owner(s) Date

Subscribed and sworn to before me on this the _____ day of _____, 2019 to certify which witness my hand and official seal.

_____

Notary Public in and for the State of Texas

My Commission Expires: _____, 20__

_____

Signature for Historic Landmark Commission Date

Subscribed and sworn to before me on this the _____ day of _____, 2017 to certify which witness my hand and official seal.

_____

Notary Public in and for the State of Texas

My Commission Expires: _____, 20__

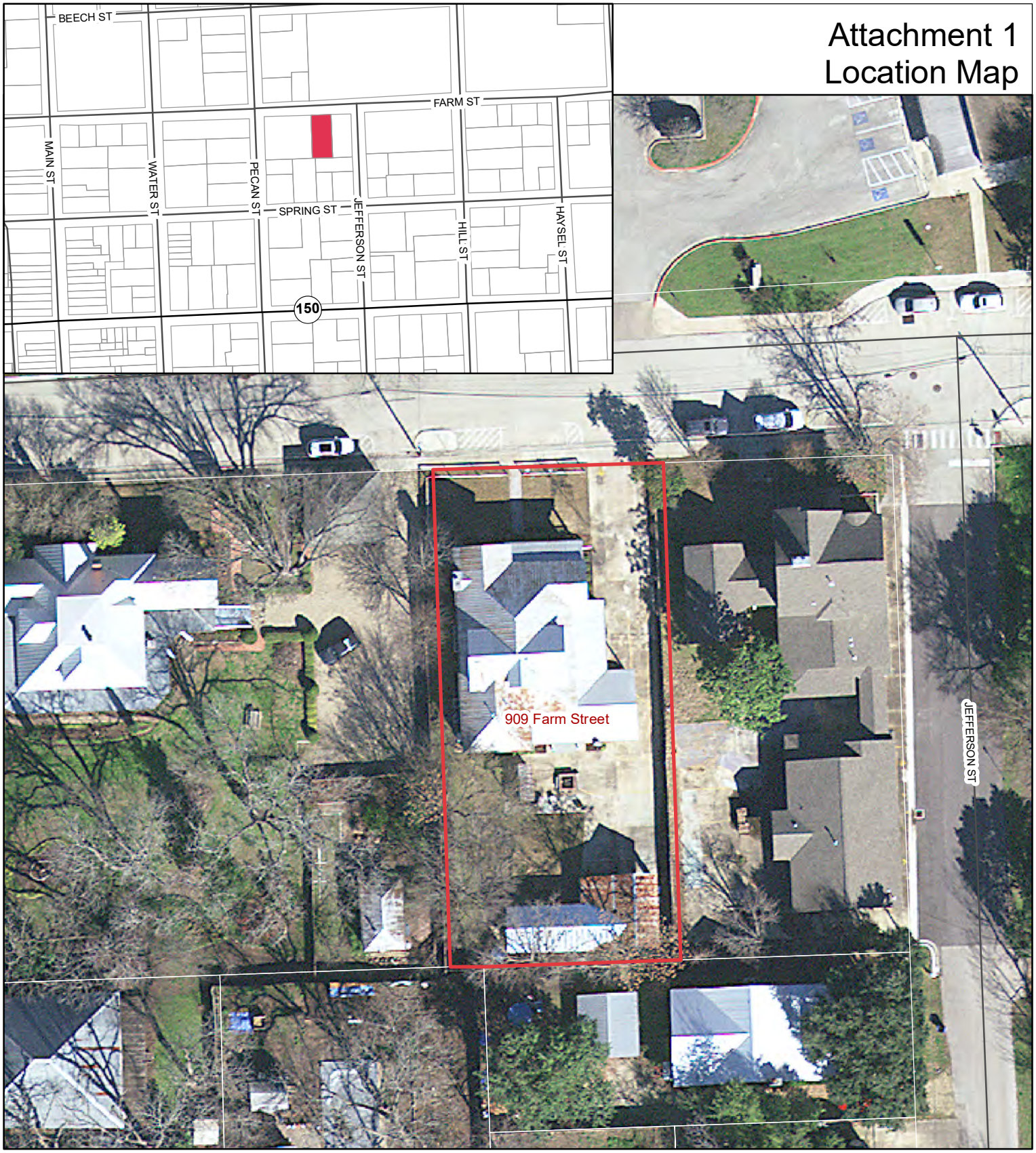
Approved by the Bastrop City Council on the 24th day of September, 2019.

APPROVED: ATTEST:

_____ _____

Mayor City Secretary

Attachment 1
Location Map



BASTROPTX
Heart of the Lost Pines
Est. 1832

0 15 30 60
Feet

909 Farm Street
Historic Landmark Designation

1 inch = 43 feet

N

Date: 8/28/2019

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

The Ernest & Julia Hasler Home (Project Description)

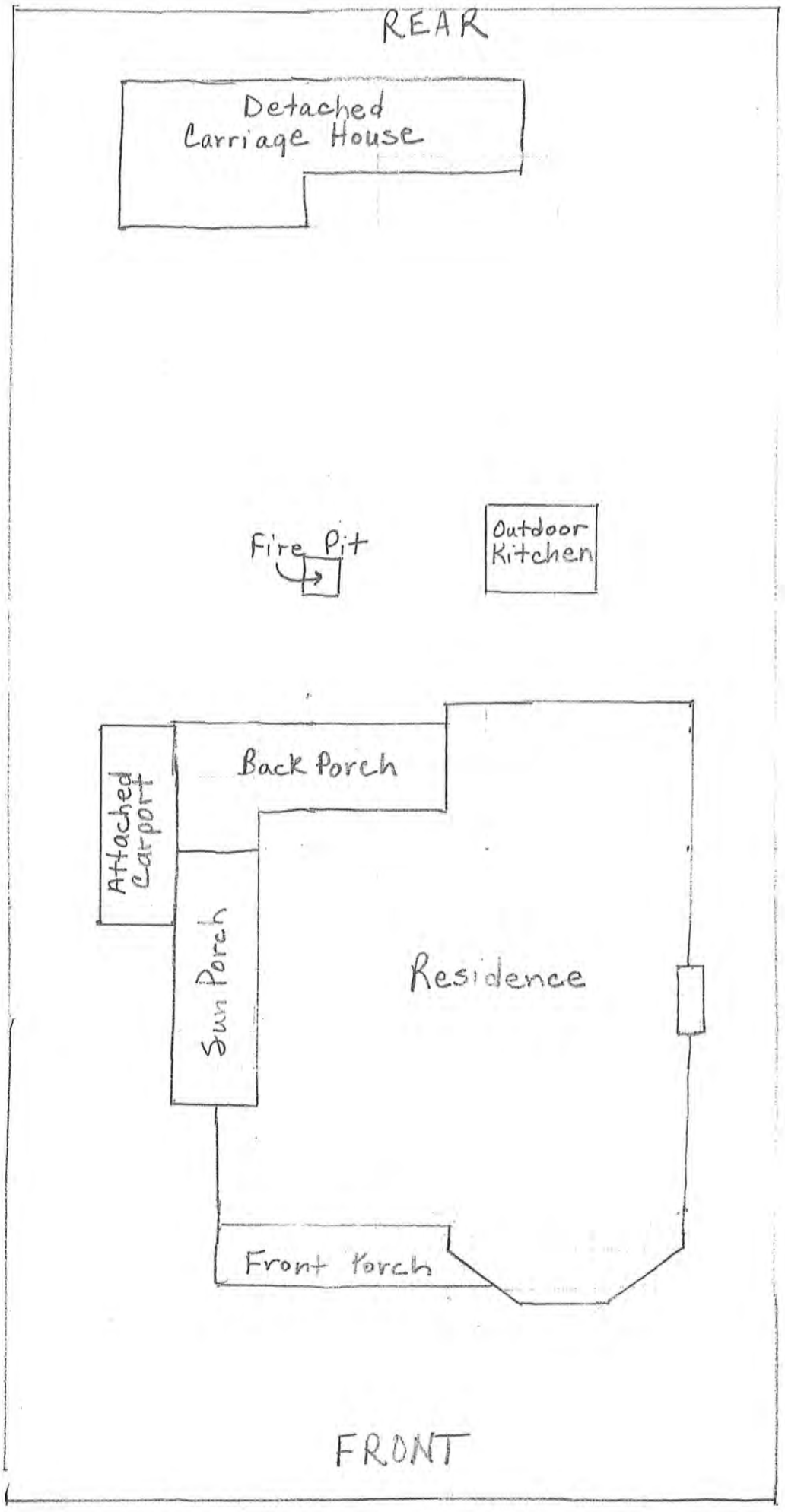
Structure 1 – Residence at 909 Farm Street, Bastrop, TX 78602

1) To qualify for Historic Designation
2) Full history attached with documents to support criteria below
3) Built 1909
4) Criteria met
    a. Possesses significant history and architecture
    b. Associated with events that have made a significant contribution to the broad pattern of local history
    c. Associated with the lives of persons significant in Bastrop's past
    d. Embodies the distinctive characteristics of type, period and method of construction
    e. Represents an established and familiar visual feature of the city

Structure 2 – Detached Carriage House at 909 Farm Street, Bastrop, TX 78602

1) To qualify for Historic Designation
2) Full history attached with documents to support criteria below
3) Built circa 1930
4) Criteria met
    a. Possesses significant history and architecture
    b. Associated with events that have made a significant contribution to the broad pattern of local history
    c. Associated with the lives of persons significant in Bastrop's past
    d. Embodies the distinctive characteristics of type, period and method of construction

909 FARM ST.
BASTROP
TEXAS
78602



The Ernest & Julia Hasler Home

General Property Background

Samuel B. Morris purchased the north half of Building Block 11, east of Main Street, from the City of Bastrop in 1852 and sold it to William W. Knowles for $300 in April of 1853 (Bastrop, vol. H, p. 659). Knowles sold it to Adolph A. Erhard in 1855 for $350 (Bastrop, vol. J, p. 337) who sold it to T. A. Hasler in 1885 for $1,800 (Bastrop, vol. 7, p. 219).

T. A. & Mary Hasler

Theadore Alexander Hasler (1848-1909) was born in Switzerland. He married Mary Bertha Hoppe (1853-1926) around 1872. Mary was born in Bastrop to German immigrants; she, too, had family ties to Switzerland.

T. A. & Mary Hasler purchased the north half of Building Block 11, east of Main Street, from Adolph A. Erhard in 1885. At the time they bought the property, it most likely had a small one story house on the western end (the corner of Pecan Street and Farm Street), no doubt the farmhouse-style in an extant family photograph. Here, T.A. and Mary settled down to raise two daughters and four sons. A successful merchant, Hasler, together with his wife, owned and operated a variety of family businesses, encouraged the involvement of their children in those businesses, and built homes for each of their children.

Ernest F. & Julia T. Hasler

One of T.A. and Mary Hasler's sons, Ernest Fritz (or Fred) Hasler (1884-1938), married Julia Thersia Rabensburg (1886-1959) in 1904 and together they had 2 daughters, Bernice and Marie. Julia was the daughter of George and Bertha C. Bothe Rabensburg. George Rabensburg was the

son of German immigrants and also a Bastrop merchant. His wife, Bertha, had immigrated to Texas from Prussia when a young child; living in Bastrop with a brother and a sister before marrying George.

In 1909, Ernest and Julia built their house on Farm Street behind Ernest's parents' house, on the eastern side the property (the corner of Farm Street and Jefferson Street). Coincidentally, Ernest's father also died in 1909. Deed and probate records (Bastrop) show that this property was still owned by T.A. and Mary at the time of T.A.'s death and that the house was under construction and valued at $800.

The original house plan was an "L" shape with a bay window at the front northwest corner, a porch on the front façade, and back porches along the backside of the "L," as seen on the January 1912 Bastrop Sanborn Insurance Map.

Mary, the Hasler family matriarch, passed away on December 27, 1926. Deed records (Bastrop vol. 82, p. 573-580) indicate that 4 of her 5 surviving children had outstanding debt notes owed to her at the time. Ernest's, the highest, was in the amount of $2,500. This may have been related to an item in her will (Bastrop Probate, vol. Q, p. 166) where she left Ernest "a strip of land off of the East side of....[her] homestead tract, adjoining ..." Ernest's homestead tract "....of the width of eight feet, provided the said Ernest F. Hasler made an additional improvement by adding another room to his residence on the west of his house during her life time. Further along in the same record, there is mention that Ernest did indeed add on the room in Mary's lifetime and, thus, became the owner of the additional strip of land.

On the 1921 Sanborn Insurance Map the furthest southern room of the original "L" plan is missing, but the 1934 Sanborn Insurance Map shows it back in place with a new block of rooms that effectively turn the "L" floor plan to a large rectangular plan. Most likely this was the addition mentioned in Mary's will. By 1944, a new porch had been added at the front west side of the structure and additional interior space is shown on the southwest corner. Over the course of the last 109 years, the house has transformed into what is seen today (2018); however, the bay window and front façade have always remained in place. By the late 1930's, the floor plan consisted of a large central front foyer with a central hallway leading through to the back of the house. The adjoining east rooms were from north to south with two bedrooms and a bath. The adjoining west rooms included a living room, a dining room, a pantry and the kitchen. The back yard boasted pecan trees, a garden and sweet peas. The family would sit out at night in their beautiful back yard and walk back and forth to the houses of aunts, uncles and cousins. Jefferson Street was referred to as "the lane." There was a two car garage (carriage house) also on the property.

Ernest inherited the Hasler family's Pearl Beer distributorship, the liquor business, and the funeral business, all located in downtown Bastrop, from his parents. The funeral business was located near Main Street and Water Street, upstairs in the building that currently houses Colorado Winery.

Ernest and Julia's daughters married and raised their own families. Bernice Hasler (1909-1980) married Robert E. Jenkins (1912-1982) and became a beloved Bastrop school teacher. Her sister, Marie Hasler (1907-1999), married a young pharmacist named Harvard Irving McCleod (1903-1945), moved to Elgin, and had two children.

Tragically, Ernest Hasler was killed in an automobile accident on August 27, 1938 in Del Valle. Afterwards, Julia took over her husband's businesses. The funeral home continued to operate in its upstairs downtown location until World War II, when the lack of workers and demand for soldiers' living quarters resulted in Julia moving the business into her home. Her son-in-law, Robert E. Jenkins, helped with the Hasler family businesses. Julia, being widowed and living alone, remodeled the east side of the house to accommodate the businesses.

All rooms on the east side of the house, behind the sitting room, became Julia's private apartment consisting of, from north to south: Julia's bedroom, a bath, and a kitchen. Her front door was a door on the south wall of the sitting room and the apartment's back door was on the south wall of the kitchen. All circulation in the apartment was from room to room with no access to the central hallway or the west side of the house occupied by the business.

In 1945, daughter Marie's husband died of leukemia, so Marie moved back in with her mother at the Farm Street house with her two children. Julia, Marie, and Marie's daughter, Judy McCleod (b. 1934), all slept in Julia's single bedroom and Marie's son, Harvard, Jr. (1928-1993), stayed with an aunt and uncle who lived at the corner of Spring Street and Pecan Street. In 1946, Marie Hasler McCleod purchased the old Adolph A. Erhard House's Carriage House on Pecan Street, when Grady Murchison was moving out of it; and Marie moved there with her two children. Judy McCleod Bland, Julia's granddaughter, owned that house until 2017.

General Property Ownership 1964-2016

Ernest and Julia Hasler and their descendants owned the house on Farm Street for 55 years. The sisters, Marie and Bernice, inherited it from their mother when she died in 1959. They sold the house and the business in September 1964 to Carl and Margaret Cooper from Bell County for

$30,000 (Bastrop, vol. 166, p. 579-581), who continued to operate a business there until Carl Cooper sold the property in 1971 to Homer Newby (Bastrop, vol. 199, p. 795, et seq.) and Colonial Services, Inc. took over the Newby business. Colonial Services, Inc. then sold the business to JPH Properties, Inc. of Lufkin in May 1990. Over the years more and more rooms were added onto the 1944 floor plan of the original structure, obscuring its original residential form and function from view.

The adjoining lot, immediately to the west of the house and once part of the T.A. Hasler estate, also changed hands a number of times after Mary Hasler's death. At one time it was occupied by a florist shop owned and operated by Luther Henry and wife, Jerre Kragh Mouser (Bastrop, vol. 209, p. 19).

Mike and Cindy Lopez acquired the property and all of its structures from the Fannie May Corporation (Bastrop, vol. 2161, p. 79 & vol. 2248, p. 665). In 2012, they sold it to Scottie and Rhonda VanDiver who separated the original structure from its accumulation of "add-ons" and in 2014 repositioned it several feet to the west on the lot, in order to create an additional residential lot on the corner of the property at Farm and Jefferson Street.

Robert & Vicky Lindsey

Robert and Vicky Lindsey moved to Bastrop and purchased the historical home in August of 2016 and continued work on its complete restoration.

The Lindseys have retained the original front elevation of the north facing home that included the bay window, front porch and much of the original home's footprint. They have lovingly maintained the original long-leaf pine floors, wood ceilings and interior shiplap walls. The

ceilings are 12' height and the original attic space has been converted into a second floor living space with two added bedrooms and a bath. The original central ceiling beam is now exposed and visible from the front foyer. A central staircase occupies much of the large original central front room of the house; while several walls and doors have been eliminated to create a more modern, open concept on the interior of this historic structure. The kitchen and bathrooms have been updated with special attention given to incorporating much of the original woodwork, unique features and trim work. Beautiful interior doors (27 and each unique), countless built-ins and some original glass in the restored rope and pulley windows still adorn the home. A sewing and craft room, laundry room, large master bath and rear porch have been included at the back of the house on the first floor. The sun porch on the east side of the home has been fully enclosed is adjacent to the single vehicle attached porte-cochere. The old detached garage was renovated and provides a current storage area with carports for two additional vehicles. An outdoor kitchen, fire pit, rainwater collection tank and exterior landscaping have all been added to enhance the property and provide green space in their yard.

Bibliography

Bastrop County Historical Society Museum, Library & Archives

Bastrop County Deed Records

Sanborn Insurance Maps (Bastrop, 1912, 1921, 1934, & 1944)

Telephone Interview with Stephanie Jenkins, September 5, 2018, Notes with Sandra Chipley

Telephone Interview with Judy McCleod Bland, September 18, 2018, Notes with Sandra Chipley

www.FindaGrave.com

www.Ancestry.com



Marie and T. A. Hasler

7maggie

7maggie originally shared this on 16 Oct 2014

https://www.ancestry.com/mediaui-viewer/tree/45442329/person/6363836967/media/f78a6709-65d7-45ac-a1b9-f0a55a5007c8?_phsrc=uSi1285&_phstart=successSource

11/30/18



Mary and Family

1812

Hasler House Bastrop TX

Top Row: Bruno, Annie Walter Middle Row: Ernest, Mary, Joe Bottom: Mary Bertha Hoppe Hasler

SharonDavenport60

SharonDavenport60 originally shared this on 11 jul 2016

https://www.ancestry.com/mediaui-viewer/tree/14153844/person/29566211320/media/e48ec9c3-d643-4c88-9601-c081de9913b1?_phsrc=uSi1283&_phstart=successSource

11/30/18

909 Farm Street - Front





909 Farm Street – East Side





909 Farm Street - Back





909 Farm Street – West Side





909 Farm Street – Carriage House - Front



909 Farm Street – Carriage House – East Side



909 Farm Street – Carriage House - Back



909 Farm Street – Carriage House – West Side



909 Farm Street
Historic Landmark Designation

BASTROPTX
Heart of the Lost Pines / Est. 1832

Request for 909 Farm Street

- Designate as a local Historic Landmark.

BASTROPTX
Heart of the Lost Pines / Est. 1832

Property History

- Main House was built in 1909.
- Detached Carriage House was built circa 1930.
- Structure was originally situated in the middle of what is now 909 Farm and 911 Farm Street lots.
- In 2014 the structure was moved to the 909 Farm lot and many of the additions removed and the building restored to the original footprint.
- An extensive property history has been provided by the current property owner.

BASTROPTX
Heart of the Lost Pines / Est. 1832

Location



BASTROPTX
Heart of the Lost Pines / Est. 1832

Process for Designation

- Notify property owner describing impact of the designation and hearing date and notify property owners within 200 feet about hearings.
- Public hearing at Historic Landmark Commission, where the Commission will make a recommendation to City Council on the designation.
- Public hearing at City Council to consider the designation with adoption through a resolution.
- Upon designation:
  - Historic Landmark will be recorded in the real property records of Bastrop County (County Clerk).
  - Designated on the historic resource map of the city.
  - Provide the property owner with a plaque.

BASTROPTX
Heart of the Lost Pines / Est. 1832

Criteria for Historic Landmark Status

Structure or site meets two of the criteria below:

(A) Possesses significance in history, architecture, archeology, or culture;

(B) Is associated with events that have made a significant contribution to the broad patterns of local, regional, state, or national history;

(C) Is associated with the lives of persons significant in our past;

(D) Embodies the distinctive characteristics of a type, period, or method of construction;

(E) Represents the work of a master designer, builder, or craftsman; or

(F) Represents an established and familiar visual feature of the city.

BASTROPTX
Heart of the Lost Pines / Est. 1832

Historic Landmark Commission

- The Commission voted 6-0 to recommend approval of Historic Landmark status for 909 Farm Street.

BASTROPTX
Heart of the Lost Pines / Est. 1832

STAFF REPORT

MEETING DATE: September 24, 2019 **AGENDA ITEM**:9E

TITLE:
Consider action to approve Resolution No. R-2019-84 of the City Council of the City of Bastrop, Texas awarding a contract for the Gills Branch Drainage Channel Replacement Project located at the corner of highway 71 and Lovers Lane to Forsythe Brothers Infrastructure, LLC of Manor Texas in the amount of One Hundred Ninety-Three Thousand Two Hundred Three Dollars and zero cents ($193,203.00) as attached in Exhibit A , Authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:
Trey Job, Assistant City Manager of Development Services

BACKGROUND/HISTORY:

The City Council of Bastrop, Texas is committed to improving drainage around the City following several devastating flood events. To that end, a comprehensive drainage study has been done and potential solutions evaluated.

The Gills Branch Channel Replacement Project includes replacement of approximately 5,000 square feet of an existing concrete channel that was damaged during high velocity flooding in 2016. The high volume of water not only washed out multiple sections of the concrete channel that lines Gills Branch, but has impacted a neighboring property.

Bid Opening for this project was held on Thursday, August 29, 2019. The City received six (6) bids for the project ranging from $193,203.00 to $349,999.88. The lowest submitted base bid price was from Forsythe Brothers Infrastructure, LLC of Manor, Texas, which included a bid bond of 5 percent.

Strand Associates, Inc. reviewed the submitted bid documents and, based on this review and the information received from outside sources, suggests that the contract be awarded to Forsythe Brothers Infrastructure, LLC.

POLICY EXPLANATION:
City Council has taken the position that drainage is a priority. Evidence of this statement can be found in the actions taken over the previous year. The City Council issued a temporary moratorium, that required drainage to be reviewed upfront and often. Council later supported that action by passing a new Stormwater Drainage Design Manual and lifting the moratorium.

FUNDING SOURCE:
This Project is 90% funded by the FEMA. The City will be responsible for the remaining 10%.

RECOMMENDATION:
Consider action to approve Resolution No. R-2019-84 of the City Council of the City of Bastrop, Texas awarding a contract for the Gills Branch Drainage Channel Replacement Project located at the corner of highway 71 and Lovers Lane to Forsythe Brothers Infrastructure, LLC of Manor Texas in the amount of One Hundred Ninety-Three Thousand Two Hundred Three Dollars and zero cents ($193,203.00) 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
- Recommendation to Award
- Bid Tabulation



RESOLUTION NO. R-2019-84

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TX AWARDING A CONTRACT FOR THE GILLS BRANCH DRAINAGE CHANNEL REPLACEMENT PROJECT LOCATED AT THE CORNER OF HIGHWAY 71 AND LOVERS LANETO FORSYTHE BROTHERS INFRASTRUCTURE LLC OF MANOR TEXAS IN THE AMOUNT OF ONE HUNDRED NINETY-THREE THOUSAND TWO HUNDRED THREE DOLLARS AND ZERO CENTS ($193,203.00), ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

WHEREAS, The City of Bastrop has received all proposals, and found the lowest responsible bidder to be qualified.

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

Section 1: That the City Manager is hereby authorized to execute a contract for the Gills Branch Drainage Channel Replacement Project with Forsythe Brothers Infrastructure LLC in the amount of $193,203.00, attached as Exhibit A.

Section 2: That the City Council of the City of Bastrop has found Forsythe Brothers Infrastructure, LLC, to be a subject matter expert in the field of drainage channel construction.

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 24th day of September 2019.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

Strand Associates, Inc.®
1906 Niebuhr Street
Bronham, TX 77833
(P) 979-836-7937

August 23, 2019

Mr. Trey Job, Public Works Director
City of Bastrop
1311 Chestnut Street
Bastrop, TX 78602

Re: Gill Branch Drainage Channel Replacement
Contract 1-2019
City of Bastrop, Texas

Dear Trey,

Bids for the above-referenced project were opened on August 20, 2019. Six bids were received with the resulting bid tabulation enclosed. The low bid of $193,203.00 was less than ENGINEER's opinion of probable construction cost.

Forsythe Brothers Infrastructure, LLC of Manor, Texas, was the apparent low bidder at $193,203.00. The bid included a bid bond for 5 percent.

Strand Associates, Inc.® has not had previous experience with Forsythe Brothers Infrastructure, LLC. We reviewed the submitted bid documents and, based on this review and the information received from outside sources, Strand Associates, Inc® offers no objection to awarding the contract to Forsythe Brothers Infrastructure, LLC for this project.

We suggest that you consider evaluating Forsythe Brothers Infrastructure, LLC's financial status prior to award and other information submitted to you as required by Article 19.05.2 found in the Instructions to Bidders of the Contract Documents.

Sincerely,

STRAND ASSOCIATES, INC.®

Kelly M. Hajek, P.E.

Enclosure

Bids Received: 02:00 PM
August 20, 2019

STRAND ASSOCIATES, INC.®
1906 Niebuhr Street
Brenham, TX 77833

GILL BRANCH DRAINAGE CHANNEL REPLACEMENT
CONTRACT 1-2019
CITY OF BASTROP, TEXAS

BID TABULATION SUMMARY

Bidder and Address	Bid Bond	Addenda Acknowledged	Computed Total Base Bid
Forsythe Brothers Infrastructure, LLC P.O. Box 116 Manor, TX 78653	$10,000.00	N/A	$193,203.00
Patin Construction, LLC 3800 West 2nd Street Taylor, TX 76574	5%	N/A	$207,295.00
C3 Environmental Specialties, LP 132 Nell Deane Boulevard Schertz, TX 78154	5%	N/A	$285,329.25 *$285,329.20
Tractor Construction, LLC 102 Wonder World Drive San Marcos, TX 78666	5%	N/A	$303,825.00
ERS of MS, Inc. 1635 Lelia Drive, Suite 202 Jackson, MS 39216	5%	N/A	$325,325.00
WJC Constructors Services, LLC P.O. Box 104 Smithville, TX 78957	5%	N/A	$349,999.88

* CONTRACTOR'S COMPUTED TOTAL

Reviewed by: Nellie DeHeaden

STATE OF TEXAS
KELLY M. HAJEK
103547
LICENSED
PROFESSIONAL ENGINEER
Kelly Hajek
8.23.2019

Bids Received: 02:00 PM, August 20, 2019

STRAND ASSOCIATES, INC.®
1906 Meputir Street
Brenham, TX 77833

GILL BRANCH DRAINAGE CHANNEL REPLACEMENTS
CONTRACT 1-2019
CITY OF BASTROP, TEXAS

BID TABULATION BREAKDOWN

				Forsythe Brothers Infrastructure, LLC P.O. Box 116 Manor, TX 78653		Patin Construction, LLC 3800 West 2nd Street Taylor, TX 76574		C3 Environmental Specialties, LP 132 Nell Deane Blvd. Schertz, TX 78154		Tractor Construction, LLC 102 Wonder World Drive San Marcos, TX 78666		ERS of MS, Inc. 1535 Lelia Drive, Suite 202 Jackson, MS 39216		WJC Constructors Services, LLC P.O. Box 104 Smithville, TX 78957	
No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1.	Mobilization	1	LS	$ 19,500.00	$ 19,500.00	$ 10,000.00	$ 10,000.00	$ 34,000.00	$ 34,000.00	$ 14,000.00	$ 14,000.00	$ 25,000.00	$ 25,000.00	$ 15,000.00	$ 15,000.00
2.	Erosion Control and Maintenance	1	LS	$ 4,800.00	$ 4,800.00	$ 5,000.00	$ 5,000.00	$ 6,500.00	$ 6,500.00	$ 7,500.00	$ 7,500.00	$ 10,000.00	$ 10,000.00	$ 50,000.00	$ 50,000.00
3.	Demolition	1	LS	$ 26,000.00	$ 26,000.00	$ 40,000.00	$ 40,000.00	$ 37,525.00	$ 37,525.00	$ 57,000.00	$ 57,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00
4.	Unclassified Excavation	1	LS	$ 10,500.00	$ 10,500.00	$ 5,000.00	$ 5,000.00	$ 17,250.00	$ 17,250.00	$ 19,000.00	$ 19,000.00	$ 25,000.00	$ 25,000.00	$ 38,000.00	$ 38,000.00
5.	Concrete Masonry--Channel and Slope Lining	215	CY	$ 300.00	$ 64,500.00	$ 320.00	$ 68,800.00	$ 373.00	$ 80,195.00	$ 512.00	$ 110,080.00	$ 800.00	$ 172,000.00	$ 604.65	$ 129,999.75
6.	High Strength Bar Steel Reinforcement	21,500	LB	$ 0.75	$ 16,125.00	$ 2.00	$ 43,000.00	$ 0.99	$ 21,285.00	$ 0.75	$ 16,125.00	$ 1.00	$ 21,500.00	$ 1.87	$ 40,205.00
7.	Compacted Backfill	153	CY	$ 26.00	$ 3,978.00	$ 15.00	$ 2,295.00	$ 210.00	$ 32,130.00	$ 125.00	$ 19,125.00	$ 75.00	$ 11,475.00	$ 123.00	$ 18,819.00
8.	Concrete Seal Slabs	1	LS	$ 26,000.00	$ 26,000.00	$ 5,000.00	$ 5,000.00	$ 32,585.20	$ 32,585.20	$ 39,000.00	$ 39,000.00	$ 25,000.00	$ 25,000.00	$ 30,000.00	$ 30,000.00
9.	Riprap	17	CY	$ 200.00	$ 3,400.00	$ 100.00	$ 1,700.00	$ 182.65	$ 3,106.05	$ 235.00	$ 3,995.00	$ 150.00	$ 2,550.00	$ 233.89	$ 3,976.13
									*$3,105.00						
10.	Dewatering	1	LS	$ 10,000.00	$ 10,000.00	$ 1,500.00	$ 1,500.00	$ 10,160.00	$ 10,160.00	$ 14,000.00	$ 14,000.00	$ 7,800.00	$ 7,800.00	$ 3,000.00	$ 3,000.00
11.	Restoration	1	LS	$ 7,500.00	$ 7,500.00	$ 25,000.00	$ 25,000.00	$ 11,594.00	$ 11,594.00	$ 4,000.00	$ 4,000.00	$ 10,000.00	$ 10,000.00	$ 6,000.00	$ 6,000.00
ENGINEER'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 11					$ 193,203.00		$ 207,295.00		$ 285,329.25		$ 303,825.00		$ 325,325.00		$ 349,999.88
CONTRACTOR'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 11					$ 193,203.00		$ 207,295.00		*$285,329.20		$ 303,825.00		$ 325,325.00		$ 349,999.88

* CONTRACTOR'S COMPUTED TOTAL

Reviewed by Hollie Schradel

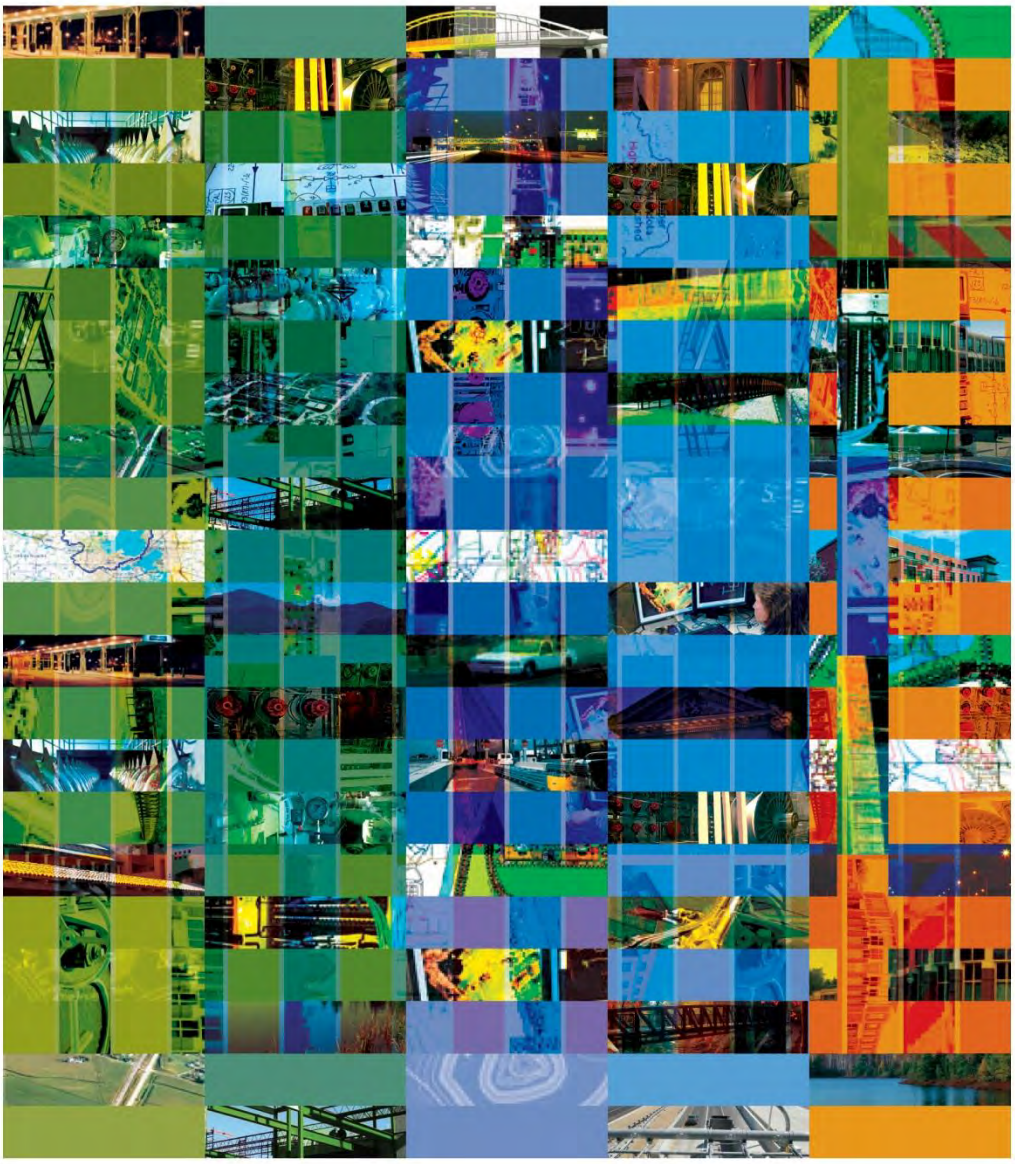
Professional

Engineering

Services

Gill Branch Drainage Channel Replacement

Contract 1-2019



Project Manual

City of

Bastrop, TX

Issued for Owner Review

July 22, 2019

STRAND ASSOCIATES®

Owner Review DRAFT-(7-22-19)

PLAN HOLDER: _____ Set No.: _____

PROJECT MANUAL

GILL BRANCH DRAINAGE CHANNEL REPLACEMENT
CONTRACT 1-2019
CITY OF BASTROP, TEXAS

Prepared by:

STRAND ASSOCIATES, INC.®
1906 Niebuhr Street
Brenham, TX 77833
TBPE No. F-8405
www.strand.com

Issued for Owner Review
July 22, 2019

STRAND ASSOCIATES®

Owner Review DRAFT-(7-22-19)

SECTION 00010

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CITY OF BASTROP, TEXAS

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ADVERTISEMENT TO BID

GILL BRANCH DRAINAGE CHANNEL REPLACEMENT
CONTRACT 1-2019
CITY OF BASTROP, TEXAS

Sealed Bids for the construction of the Gills Branch Drainage Channel Replacement will be received by the City of Bastrop at 1209 Linden Street, Bastrop, TX 78602 until 2 P.M., local time on June 25, 2019, at which time the Bids will be publicly opened and read aloud.

The Work includes replacement of approximately 5,000 square feet of an existing concrete channel that was damaged during high velocity flooding.

Complete digital Project Bidding Documents are available at www.strand.com or at www.civcastusa.com at no cost. Please contact CivcastUSA.com for assistance with free membership registration, downloading, and working with this digital project information.

Bidding Documents may be reviewed and paper copies may be obtained from the Issuing Office which is Strand Associates, Inc.®, 1906 Niebuhr Street, Brenham, TX 77833. A nonrefundable fee of ${_____} will be required (shipping and handling fees included). Overnight mailing of Bidding Documents will not be provided.

All Bidders submitting a sealed Bid shall obtain the Bidding Documents from CivcastUSA.com or from Strand Associates, Inc.®

Bidders who submit a Bid must be a Plan Holder of record at the Issuing Office. Bids from Bidders who are not on the Plan Holders List may be returned as not being responsive.

Plan Holders are requested to provide an e-mail address if they wish to receive addenda and other information electronically. Plan Holders are requested to designate whether they are a prime contractor, subcontractor, or supplier if they want this information posted on the project Plan Holders List.

The Bid must be accompanied by Bid security made payable to OWNER in an amount of 5% of the Bidder's maximum Bid price. Bid bond shall be issued by a surety company licensed by the Texas Department of Insurance to do business in Texas and to issue said bond. The bid bond must be signed by an authorized representative of the surety and the representative must be licensed by the Texas Department of Insurance.

The successful Bidder must furnish Performance Bond and Payment Bond upon the forms which are attached hereto in the amount of one hundred percent (100%) of the Contract Price within 15 days after receipt of the Contract Documents. See the requirements for Performance and Payment Bonds, immediately after the Agreement, for additional information.

Bidders shall comply with federal wage rates.

Bidders shall comply with the President's Executive Order No. 11246, Equal Employment Opportunity as amended.

The City of Bastrop reserves the right to reject any or all Bids, to waive any technicality, and to accept any Bid which it deems advantageous. All Bids shall remain subject to acceptance for 85 days after the time set for receiving Bids.

Contract award shall be made based on the lowest responsive and responsible Bidder.

The Strand Associates, Inc.® project manager is Hollie Schrader, P.E. and can be contacted at Strand Associates, Inc.®, 1906 Niebuhr Street, Brenham, TX 77833, (979) 836-7937 regarding the project.

Published by the authority of the City of Bastrop
Lynda Humble, City Manager

Dated at City of Bastrop, Texas
June 6, 2019 and June 13, 2019

END OF SECTION

SECTION 00 21 13

INSTRUCTIONS TO BIDDERS

A. These Instructions to Bidders establish requirements for Bidding and Award of Contract.

B. These articles are not necessarily numbered consecutively.

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ARTICLE 1–DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and the Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof:

A. Issuing Office–The office from which the Bidding Documents are to be issued.

ARTICLE 2–COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents may be obtained digitally or by paper copy as stated in the Advertisement to Bid.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither OWNER nor ENGINEER assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 OWNER and ENGINEER in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license for any other use.

2.04 Drawings and specifications for the project are being offered to Bidders in both paper copy and electronic form (.pdf format). Such Bidder must have Adobe Reader 6.0 or later to access the electronic files. Paper copies will be used for Contract execution.

ARTICLE 3–QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, within five days of OWNER's request, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and other such data as may be called for below.

3.02 Bidder must be prepared to submit evidence of Bidder's qualifications to do business in the state where the Project is located prior to award of the Contract.

3.03 Bidders shall submit the documentation listed in Paragraph 7.01 of the Bid Form (Section 00 41 00).

3.04 No requirement in this Article 3 to submit information will prejudice the right of OWNER to seek additional pertinent information regarding Bidder's qualifications.

3.05 Bidder is advised to carefully review those portions of the Bidding Documents requiring Bidder's representations and certifications.

ARTICLE 4–SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.01 Site and Other Areas

A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by OWNER for the use of CONTRACTOR. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by CONTRACTOR.

4.02 Existing Site Conditions

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The Supplementary Conditions identify,

a. Those reports known to OWNER of explorations and tests of subsurface conditions at or contiguous to the Site.

b. Those drawings known to OWNER of physical conditions relating to existing surface and subsurface structures at the Site (except Underground Facilities).

c. Reports and drawings known to OWNER relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.

d. Technical Data contained in such reports and drawings.

2. Copies of reports and drawings referenced in Paragraph 4.02.A, which are not included with the Bidding Documents, will be made available by OWNER to any Bidder on request. Reports and drawings, whether included in the Bidding Documents or not, are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraphs 5.03 and 5.06 of the General Conditions has been identified and established in Paragraphs 5.03 and 5.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site are set forth in the Contract Documents and are based upon information and data furnished to OWNER and ENGINEER by owners of such Underground Facilities, including OWNER, or others.

C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 Site Visit and Testing by Bidders

A. Bidder shall conduct the required Site visit during normal work hours, and shall not disturb any ongoing operations at the Site.

B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.

C. On request in advance and after submittal of Bidder's evidence of insurance coverage meeting the requirements designated in the General and Supplementary Conditions for CONTRACTOR, and to the extend OWNER has control over the Site, and schedule permitting, OWNER will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. OWNER will not have

any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on OWNER's authority regarding the Site.

D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by OWNER or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.

E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.04 OWNER's Safety Program

A. Site visits and work at the Site may be governed by an OWNER safety program. As Paragraph 7.12.C of the General Conditions indicates, if any OWNER safety program exists, it will be noted in the Supplementary Conditions.

4.05 Other Work at the Site

A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which OWNER is aware (if any) that is to be performed at the Site by OWNER or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If OWNER is party to a written contract for such other work, then on request, OWNER will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 5–BIDDER'S REPRESENTATIONS

5.01 It is the responsibility of each Bidder before submitting a Bid to:

A. Examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents and any Addenda;

B. Visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. Become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;

D. Carefully study all:

1. reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and

2. reports and drawings related to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;

E. Consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on

1. the cost, progress, and performance of the Work;

2. the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and

3. Bidder's safety precautions and programs;

F. Agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;

G. Become aware of the general nature of the work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents;

H. Promptly give ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by ENGINEER is acceptable to Bidder;

I. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and

J. Agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work.

ARTICLE 6–PREBID CONFERENCE

6.01 A prebid conference will not be held for the Project.

ARTICLE 7–INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to ENGINEER in writing. Interpretations or clarifications considered necessary by ENGINEER in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Issuing Office as having received the Bidding Documents.

7.02 All requests for interpretation must be received at least five days prior to the day set for receiving Bids. Addenda will be issued not later than three days prior to the day set for receiving Bids. Failure of any Bidder to receive any such Addendum or interpretation shall not relieve such Bidder from any obligations under the Bid as submitted. All Addenda so issued shall become part of the Contract Documents.

7.03 Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.04 Addenda may also be issued to clarify, correct, or change the Bidding Documents as deemed advisable by OWNER or ENGINEER.

7.05 Receipt of all addenda must be acknowledged in space provided in the Bid.

ARTICLE 8–BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to OWNER in an amount of 5% of the Bidder's maximum Bid price and in the form of a certified check, bank money order, or a Bid Bond (on form attached) issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions.

8.02 The Bid security of the apparent Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, OWNER may annul the Notice of Award and the Bid security of the Bidder will be forfeited. Such forfeiture shall be OWNER's exclusive remedy if Bidder defaults.

8.03 Bid security of Bidders will be retained unless requested to be returned and will not be returned until after Contract has been awarded or until the Bid hold period expires.

ARTICLE 9–CONTRACT TIMES

9.01 The numbers of days within which, or the dates by which, Milestones, if any, are to be achieved and the Work is to be substantially completed and ready for final payment are set forth in the Agreement (or incorporated therein by reference to the attached Bid Form).

ARTICLE 10–LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 11–SUBSTITUTE OR "OR EQUAL" ITEMS

11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without evaluation of Equipment Alternatives listed in the Lump Sum Base Bid, if any, and without evaluation of possible substitute or "or equal" items. Whenever it is specified or described in the Bidding Documents that an Equipment Alternative listed in the Lump Sum Base Bid or that a substitute or "or equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER, application for such acceptance will not be evaluated by ENGINEER until after the Effective Date of the Agreement.

11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that CONTRACTOR will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

ARTICLE 12–SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.

12.02 Subsequent to the submittal of the Bid, OWNER may not require the Successful Bidder or CONTRACTOR to retain any Subcontractor, Supplier, or other individual or entity against which CONTRACTOR has reasonable objection.

12.03 The apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to OWNER a list of the Subcontractors or Suppliers proposed for the Work. If requested by OWNER, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If OWNER or ENGINEER, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, OWNER may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and OWNER may consider such price adjustment in evaluating Bids and making the Contract award.

12.04 If apparent Successful Bidder declines to make any such substitution, OWNER may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which OWNER or ENGINEER makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER and ENGINEER subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

ARTICLE 13–PREPARATION OF BID

13.01 The Bid Form is included with the Bidding Documents.

A. All blanks on the Bid Form shall be completed in ink and the Bid Forms signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.

B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."

13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.

13.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address and state of incorporation shall be shown.

13.04 A Bid by a limited liability company shall be executed in the name of the firm by a member, if the LLC is member-managed, or by a manager, if manager-managed, and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.

13.05 A Bid by an individual shall show the Bidder's name and official address.

13.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid form. The official address of the joint venture shall be shown.

13.07 All names shall be printed below the signatures.

13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid form.

13.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

13.10 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such qualification prior to award of the Contract. Bidder's state contractor license number for the state of the Project, if any, shall also be shown on the Bid Form.

13.11 All Bids shall be signed in the presence of and be notarized by a Notary Public or other Officer authorized to administer oaths.

ARTICLE 14–BASIS OF BID

14.01 Unit Price

A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.

B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which OWNER or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices;" such total will be used by OWNER for bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.

14.02 Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

ARTICLE 15–SUBMITTAL OF BID

15.01 Bids will be received for all divisions of the Specifications and all other provisions of the Bidding Documents.

15.02 Bidder is furnished one copy of the Bidding Documents with one separate unbound copy of the Bid Forms and the Bid Bond form. The Bidding Documents may be retained by Bidder. The unbound copy of the Bid Forms is to be completed and submitted with the Bid security along with any data required by the Bidding Documents to be attached to and made a condition of the Bid. Additional copies may be obtained from the Issuing Office.

15.03 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope, plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If the Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to place indicated in the Advertisement or Invitation to Bid. No relief will be provided for a mailed Bid not being received by the prescribed time.

15.04 Bids received after the date and time prescribed for the opening of Bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 16–MODIFICATION AND WITHDRAWAL OF BIDS

16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to that date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.

ARTICLE 17–OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously nonresponsive, read aloud publicly. An abstract of the amounts of the base bids and major alternatives and components, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18–BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but OWNER may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19–EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 OWNER reserves without limitation the right to reject any or all Bids, to waive any and all informalities not involving price, time or changes in the work and to negotiate Contract terms with the Successful Bidder; and the right to accept or reject all incomplete, nonconforming, nonresponsive, unbalanced, obscure, or conditional Bids, or Bids which contain additions not called for, erasures, alterations, or irregularities of any kind, or which do not comply with the Instructions to Bidders. OWNER reserves the right to reject the Bid of any Bidder if OWNER believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because

the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by OWNER. OWNER further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be nonresponsible.

19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

19.03 In evaluating Bids, OWNER will consider whether or not the Bids comply with the prescribed requirements, and such alternatives, unit prices, and other data as may be requested in the Bid Form or prior to the Notice of Award.

19.04 In evaluating Bids, OWNER will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions. OWNER also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the work when such data is required to be submitted prior to the Notice of Award.

19.05.1 OWNER may conduct such investigations as OWNER deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals or entities to perform the Work in accordance with the Contract Documents to OWNER's satisfaction within the prescribed time. Bidder shall furnish to OWNER all such information and data for this purpose as OWNER may request. OWNER reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy OWNER that such Bidder is properly qualified to carry out the obligations of the Contract Documents and to complete the work contemplated therein.

19.05.2 OWNER shall be satisfied that Bidder involved (1) maintains a permanent place of business, (2) has adequate plant and equipment to do the work properly and expeditiously, (3) has a suitable financial status to meet obligations incident to the work, (4) has appropriate technical experience, and (5) can submit a satisfactory performance record.

19.06 If a Contract is to be awarded, it will be awarded to the responsive and responsible Bidder with the lowest Bid whose evaluation by OWNER indicates to OWNER that the award will be in the best interests of the Project.

19.07 If a Contract is to be awarded, OWNER will give the successful Bidder a Notice of Award within 60 days after the time set for opening Bids.

ARTICLE 20–BONDS AND INSURANCE

20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth OWNER's requirements as to performance and payment bonds and insurances. When the Successful Bidder delivers the executed Agreement to OWNER, it must be accompanied by the required performance and payment bonds and insurances.

ARTICLE 21–SIGNING OF AGREEMENT

21.01 When OWNER gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unexecuted counterparts of the Agreement along with all other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement and attached documents to ENGINEER with the required Bonds and insurances. Within 10 days after receipt of properly executed documents and Bonds and insurances which meet all requirements of the Contract Documents, ENGINEER will deliver one fully signed counterpart to Successful Bidder.

ARTICLE 22–RETAINAGE

22.01 Provisions concerning retainage are set forth in the Agreement.

ARTICLE 23–WAGE RATE DETERMINATION

23.01 Davis-Bacon federal wage rate determination will be inserted as a part of the Bidding Documents and/or will be on file at the office of OWNER. Bidder shall inspect the wage rate determination and shall incorporate its requirements into its Bid.

23.02 See Section 01 41 00 of the General Requirements for additional information.

ARTICLE 24–SALES AND USE TAXES

24.01 Being a political subdivision, OWNER is exempt from Texas state sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Bid. Refer to Paragraph 7.09 of the Standard General Conditions of the Construction Contract for additional information.

ARTICLE 25–LAWS, ORDINANCES, AND REGULATIONS

25.01 Bidder must familiarize itself with all laws, ordinances, and regulations by federal, state, city, or other governmental agency, which by reason of being neglected or violated may affect the Work contemplated and must secure and pay the fee required for any permits which may be necessary unless such fees are otherwise indicated to be paid in the Bidding Documents.

ARTICLE 26–PROHIBITION ON BOYCOTTING ISRAEL

26.01 Bidders who boycott or intend to boycott Israel during the term of this Contract are disqualified from receiving award of this Work. Bidder shall complete the verification form attached to the Bid.

ARTICLE 27–EEO REQUIREMENTS

27.01 OWNER is an equal opportunity employer. Bidder must be able to satisfactorily demonstrate to OWNER that it conforms to all Federal, state, and local EEO statutes. See Supplementary Conditions 7.10 for additional information.

OR

27.01 Bidder shall abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the Equal Opportunity Clause set forth in the General Conditions.

ARTICLE 28–DAVIS-BACON WAGE RATE REQUIREMENTS

28.01 Davis-Bacon prevailing wage requirements apply to the construction, alteration or repair of treatment works carried out, in whole or in part, with assistance made available by the Clean Water State Revolving Fund (CWSRF) or a construction project financed, in whole or in part, from the Drinking Water State Revolving Fund (DWSRF).

28.02 The Davis-Bacon prevailing wage requirements apply to Contractors and Subcontractors performing on federally funded or assisted contracts in excess of $2,000 for the construction, alteration or repair (including painting) of a treatment works project under the CWSRF or a construction project under the DWSRF.

28.03 For prime contracts in excess of $100,000, Contractors and Subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. The Fair Labor Standards Act may also apply to Davis-Bacon covered contracts.

28.04 Any contracts in excess of $2,000 must include the provisions of the Davis-Bacon Wage Rate Requirements. If the Owner (sub-recipient) is a governmental entity such as a city or district, it must insert in full the contract clauses found in TWDB Guidance DB-0156, Appendix 1: Section 3, Section 4 if the contract exceeds $100,000, and Section 5. If OWNER (sub-recipient) is a non-governmental entity such as a water supply corporation or a private company, it must insert in full the contract clauses found in TWDB Guidance DB0156, Appendix 2: Section 3, Section 4 if the contract exceeds $100,000, and Section 5. OWNER (sub-recipient) must ensure all prime contracts require the same full text in any subcontracts. See TWDB Guidance DB-0156 for the text of the contract language that must be included. Additional information on Davis-Bacon Wage Rate Requirements and its applicability to this contract can be found in TWDB Guidance DB-0156.

ARTICLE 29–AMERICAN IRON AND STEEL

29.01 Any contract(s) awarded under this Invitation for Bids is/are subject to the American Iron and Steel (AIS) requirements of 33 U.S.C §1388 for Clean Water State Revolving Fund projects or Public Law 114-113, Consolidated Appropriations Act, 2016, or subsequent appropriations acts, for Drinking Water State Revolving Fund projects. CONTRACTOR must complete the statement of understanding regarding this requirement, found in Supplemental Contract Conditions, Item No. 9.

ARTICLE 30–EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

30.01 All qualified applicants will receive consideration for employment without regard to race, color, religion, sex (including pregnancy), sexual orientation, gender identity, national origin, age (40 or older), disability, or genetic information. Bidders on this work will be required to comply with the Department of Labor regulations at 41 CFR Part 60-4, relating to Construction Contractors--Affirmative Action Requirements, which include the President's Executive Order No. 11246, as amended by Executive Order No. 11375 and Executive Order No. 13672, in the award and administration of contracts awarded under TWDB financial assistance agreements. Failure by the Contractor to carry out these requirements is a material breach, which may result in the termination of the awarded financial assistance.

ARTICLE 31–DEBARMENT AND SUSPENSION CERTIFICATION

31.01 This contract is subject to the federal requirements of Subpart C of 2 CFR Part 180 and Part 1532 regarding Debarment and Suspension. CONTRACTOR will comply with the assurances provided with the bid that leads to a contract.

ARTICLE 32–BID GUARANTEE

32.01 Each bidder shall furnish a bid guarantee equivalent to five percent of the bid price (Water Code 17.183). If a bid bond is provided, CONTRACTOR shall utilize a surety company which is authorized to do business in Texas in accordance with Surety Bonds and Related Instruments, Chapter 3503 of the Insurance Code.

32.02 Forms to be submitted with Bid:

32.02.1 WRD-255, Bidder's Certifications regarding Equal Employment Opportunity and Non-Segregated Facilities.

32.02.2 SRF-404, Certification Regarding Debarment, Suspension, and Other Responsibility Matters, (to be completed and submitted by the sub-recipient).

32.02.3 Disadvantaged Business Enterprise (DBE) Construction Contract Phase Forms.

Form	Prime Contractor	Submit Form To
TWDB-0216	Required	TWDB
TWDB-0217	Required	TWDB
TWDB-0373	Required	TWDB

END OF SECTION

SECTION 00 41 00

BID

GILL BRANCH DRAINAGE CHANNEL REPLACEMENT
CONTRACT 1-2019
CITY OF BASTROP, TEXAS

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ARTICLE 1–BID RECIPIENT

1.01 Bids to be received until 2 P.M. local time, June 25, 2019.

1.02 This Bid is submitted to: City of Bastrop
1209 Linden Street
Bastrop, TX 78602

1.03 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2–BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 85 days after the Bid opening or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

2.02 Bidder will sign and deliver the required number of counterparts of the Agreement with the bonds, insurance certificates and other documents required by the Bidding Requirements within 15 days after the date of OWNER's Notice of Award.

ARTICLE 3–BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following addenda:

Date:	Addendum Number:

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the Work for which this Bid is submitted.

J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4–FURTHER REPRESENTATIONS

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and,

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the Bidding process;

2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the Bidding process to the detriment of OWNER, (b) to establish bid prices at artificial noncompetitive levels, or (c) to deprive OWNER of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of OWNER, a purpose of which is to establish bid prices at artificial noncompetitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5–BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

The following abbreviations may be used in this Bid:

CIP	-	Complete in Place	LS	-	Lump Sum
CY	-	Cubic Yard	LT	-	Left
DI	-	Ductile Iron	MBF	-	Thousand Board Feet
DIA	-	Diameter	MFOB	-	Thousand Freight-On-Board
EA	-	Each	MH	-	Manhole
EST	-	Estimate(d)	RCP	-	Reinforced Concrete Pipe
EXCL	-	Excluding	RT	-	Right
FT	-	Feet	SF	-	Square Foot
GAL	-	Gallon	STA	-	Station
HERCP	-	Horizontal Elliptical RCP	SY	-	Square Yard
HRS	-	Hours	T	-	Ton
IN	-	Inch	VLF	-	Vertical Linear Foot
INCL	-	Including	W/	-	With
LBS	-	Pounds	W/O	-	Without
LF	-	Linear Foot			

BIDDERS SHOULD NOT ADD ANY CONDITIONS OR QUALIFYING STATEMENTS TO THIS BID OR THE BID MAY BE DECLARED IRREGULAR AS NOT BEING RESPONSIVE TO THE INSTRUCTIONS TO BIDDERS.

BID

GILL BRANCH DRAINAGE CHANNEL REPLACEMENT
CONTRACT 1-2019
CITY OF BASTROP, TEXAS

The following prices per item shall be for furnishing and installing the various items of material and work as specified and shown on the Drawings. Bidder agrees to perform the Work as shown on the Drawings and described in the Specifications for the following listed prices. Bidder acknowledges that unit prices have been computed in accordance with Paragraph 13.03.B of the General Conditions. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

NOTE: A price must be bid for each item in the Bid, even though the estimated quantity is zero. Unbalanced or unreasonable unit prices may cause rejection of the Bid.

See Section 01 29 00–Contract Considerations for discussion of cash allowances to include in the Bid.

Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
{Title}					
1.	{Description}			$	$
2.	{Description}			$	$
3.	{Description}			$	$
4.	{Description}			$	$
5.	Cash Allowance for {Description}			$	$

COMPUTED TOTAL BID CONTRACT 1-2019 (ITEMS 1 THROUGH {TOTAL})

_____ Dollars $_____
(Words) (Numbers)

ARTICLE 6–TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment within {number of}_____ calendar days after the date when the Contract Time commences to run as provided in Paragraph 4.01 of the General Conditions.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

ARTICLE 7–ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

A. Required Bid security in the form of _____.
(Bond or Certified Check)

B. Prohibition on Boycotting Israel Verification.

C. SB 252 Chapter 2252 Certification.

D. Form CIQ Conflict of Interest Questionnaire (if required).

E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license, if applicable, within the time for acceptance of Bids;

F. Where applicable, Bidder shall provide CONTRACTOR's License Number for the state of the project, where noted at end of Bid or Bidder shall provide evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

ARTICLE 8–DEFINED TERMS

8.01 The terms used in this Bid with initial or all capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9–COMMUNICATIONS

9.01 Communications concerning this Bid shall be addressed to the address of Bidder indicated below:

Name: _____

Street: _____

City, State, Zip Code: _____

Phone No.: _____ Fax No.: _____

E-mail address: _____

ARTICLE 10–BID SUBMITTAL

Submitted on _____

State Contractor License Number _____ (if applicable).

If Bidder is:

An Individual

By: _____
(Individual's signature)

Name (typed or printed): _____

Doing business as: _____
Business address: _____
_____
Phone No.: _____ Fax No.: _____

E-mail address: _____

A Partnership

Partnership Name: _____(SEAL)
By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____
Business address: _____
_____
Phone No.: _____ Fax No.: _____

E-mail address: _____

A Corporation

Corporation Name: _____(SEAL)
State of Incorporation: _____
Type (General Business, Professional, Service, Limited Liability): _____
By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____(CORPORATE SEAL)

Attest _____
(Signature of Corporate Secretary)

Business address: _____
_____
Phone No.: _____ Fax No.: _____

E-mail address: _____

Date of Qualification to do business in (State where the Project is located) is _____
_____

Sworn and subscribed to before me this
_____ day of_____, _____
_____

Notary Public or Other Officer
Authorized to Administer Oaths.
My Commission expires:_____

A Limited Liability Company (Note: If member-managed, an authorized member must sign; if manager-managed, the authorized manager must sign. Attach evidence of authority to sign on behalf of LLC).

_____
(Fill in complete name of LLC)

State of Formation: _____

By: _____
(Signature)

_____, [Member] [Manager]
(Print Name)

Business Address: _____

Telephone.: _____

Email: _____

Fax: _____

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____(SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

_____

Phone No.: _____ Fax No.: _____

E-mail address: _____

Second Joint Venturer Name: _____(SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

_____

Phone No.: _____ Fax No.: _____

E-mail address: _____

Phone No., Fax No., and postal and E-mail address for receipt of official communications:

_____

_____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Sworn and subscribed to before me this
_____ day of_____, _____
_____

Notary Public or Other Officer
Authorized to Administer Oaths.
My Commission expires:_____

END OF SECTION

5% BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SURETY (Name, and Address of Principal Place of Business):

OWNER (Name and Address):

BID

Bid Due Date:

Description (Project Name— Include Location):

BOND

Bond Number:

Date:

Penal sum _____ $ _____

(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER	SURETY
_____ (Seal)	_____ (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	Attest: _____
Signature	Signature
Title	Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

EJCDC® C-430, Bid Bond (Penal Sum Form). Published 2013.
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1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

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PROHIBITION ON BOYCOTTING ISRAEL VERIFICATION

This Verification is hereby incorporated into the terms of the contract by and between **_[OWNER]**_____ and **_[CONTRACTOR]**_____ entered into this the ____ day of _____, 2019.

1. **__[CONTRACTOR]** _____, in conjunction with the execution of the above referenced contract and in accordance with Chapter 2270 of the Texas Government Code, effective September 1, 2017, does hereby agree, confirm, and verify that it:

   A. Does not Boycott Israel; and
   B. Will not Boycott Israel during the term of the contract.

   "Boycott Israel" has the meaning given to it in Chapter 808 of Subtitle A, Title 8 of the Texas Government Code. As of the effective date of the statute, the term means "refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action make for ordinary business purposes."

2. CONTRACTOR hereby acknowledges and agrees that this verification is a material term of the contract and OWNER is expressly relying on this verification in agreeing to enter into the contract with CONTRACTOR.

3. **TO THE MAXIMUM EXTENT PERMITTED BY LAW, CONTRACTOR AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS OWNER FROM ALL CLAIMS, CAUSES OF ACTION, LEGAL PROCEEDINGS, DAMAGES, COSTS, FEES AND EXPENSES ARISING OUT OF OR RELATED TO AN ACTUAL OR ALLEGED MISREPRESENTATION BY CONTRACTOR PROVIDED HEREUNDER.**

[Signatures on Following Page]

Prohibition on Boycotting Israel Verification [Continued]

_____
CONTRACTOR

State of Texas
County of _____

Before me, a notary public, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained in Paragraph 1A and B are true and correct.

(Personalized Seal)

_____
Notary Public's Signature

Receipt and incorporation into the above referenced contract hereby agreed to and acknowledged by:

_____
OWNER

SB 252 CHAPTER 2252 CERTIFICATION

I, _____, the undersigned representative of

_____,
(Company or Business Name)

being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the list of companies that are identified under Section 806.051, Section 807.051, or Section 2253.153.

I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan, or any Foreign Terrorist Organization, I will immediately notify the City of _____ Purchasing Department.

_____
Name of Company Representative (Print)

_____
Signature of Company Representative

_____
Date

Owner Review DRAFT-(7-22-19)

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____

Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Owner Review DRAFT-(7-22-19)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY

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

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in _____ County, State of _____ , on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Bidder Certification Regarding the Use of American Iron and Steel Products

_____, do hereby certify that:
Name

1. I am_____(title) of the _____(company, partnership, etc.) and have authority to execute this certification on behalf of the firm.

2. This firm is aware that all iron and steel products used for this project must be produced in the United States per Section 436 (a) – (f) of the Consolidated Appropriations Act, 2014.

3. This firm is aware that the use of American iron and steel products applies to all projects for the construction, alteration, maintenance, or repair of publically owned treatment works (POTW) or public water systems.

4. This firm understands the term "iron and steel products" refers to the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

5. I am aware that this requirement applies to all portions of the project that are subcontracted.

Name of Firm_____

Signature_____

Title _____

Date _____

Corporate Seal (where appropriate)

Use of American Iron and Steel

Sec. 436. (a)(1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term `iron and steel products' means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the `Administrator') finds that--

(1) applying subsection (a) would be inconsistent with the public interest;

(2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

(e) The Administrator may retain up to 0.25 percent of the funds appropriated in this Act for the Clean and Drinking Water State Revolving Funds for carrying out the provisions described in subsection (a)(1) for management and oversight of the requirements of this section.

(f) This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency's capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of the enactment of this Act.

SECTION 00 52 00

AGREEMENT

THIS AGREEMENT is by and between _____

(hereinafter called OWNER) and _____

(hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants set forth herein, agree as follows:

Article 1. WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Article 2. THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Article 3. ENGINEER

3.01 The Project has been designed by Strand Associates, Inc.®

3.02 OWNER has retained Strand Associates, Inc.® ("ENGINEER") to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

Article 4. CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Dates for Substantial Completion and Final Payment

A. The Work will be substantially complete and will be completed and ready for final payment within {number of}_____ calendar days after the date when the Contract Time commences to run as provided in Paragraph 4.01 of the General Conditions.

4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence as stated in Paragraph 4.01 above and that OWNER will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as penalty):

1. Substantial Completion and Ready for Final Payment: CONTRACTOR shall pay OWNER $_____ for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is completed and ready for final payment. This amount is comprised of $_____ per day for engineering, construction administration services, and construction observation services, and $_____ per day for administration, labor, expenses, and other costs that will be incurred by OWNER.

Article 5. CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds as follows:

A. For all Work, at the prices stated in CONTRACTOR's Bid, attached hereto as an exhibit.

B. All specific cash allowances are included in the Contract Price and have been computed in accordance with Paragraph 13.02 of the General Conditions.

Article 6. PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as established at the preconstruction conference during

performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in Paragraph 2.05.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to th epercentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as OWNER may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. For contracts under $400,000.00, 90% of Work completed (with the balance being retainage). For contracts over $400,000.00, 95% of Work completed (with the balance being retainage). If Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to them, there will be no additional retainage on account of Work completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed.

b. For contracts under $400,000.00, 90% (with the balance being retainage) and for contracts over $400,000.00, 95% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored, and accompanied by documentation satisfactory to OWNER as provided in Paragraph 15.01.B.1 of the General Conditions).

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 98% of the Work completed, less such amounts as ENGINEER shall determine in accordance with Paragraph 15.01.C.5 and 15.01.C.6 of the General Conditions and less 150% of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Paragraph 15.06.

Article 7. HIERARCHY

7.01 In resolving inconsistencies among two or more sections of the Contract Documents, precedence shall be given in the following order:

First:	WRITTEN AMENDMENTS
Second:	AGREEMENT
Third:	CHANGE ORDERS
Fourth:	ADDENDA
Fifth:	SUPPLEMENTARY CONDITIONS
Sixth:	GENERAL CONDITIONS
Seventh:	SPECIFICATIONS
Eighth:	DRAWINGS

Figure dimensions (numerical) on Drawings shall take precedence over dimensions measured utilizing a scale.

Article 8. CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. CONTRACTOR has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. CONTRACTOR has considered the information known to CONTRACTOR itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR; and (3) CONTRACTOR's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, CONTRACTOR agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

K. CONTRACTOR's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

Article 9. CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 00 52 00-1 through 00 52 00-____, inclusive);

2. Performance bond (pages to 00 61 13.13-1 through 00 61 13.13-3, inclusive);

3. Payment bond (pages 00 61 13.16-1 through 00 61 13.16-3, inclusive);

4. Other bonds

a. _____ (pages _____ to _____ , inclusive);

b. _____ (pages _____ to _____ , inclusive);

c. _____ (pages _____ to _____ , inclusive);

5. General Conditions (pages 00 72 00-1 through 00 72 00-_____, inclusive);

6. Supplementary Conditions (pages 00 73 00-1 through 00 73 00-___, inclusive);

7. Specifications as listed in the table of contents of the Project Manual;

8. Drawings–Sheets No. _____ through No. _____

_____

_____

inclusive incorporated herein by reference with each sheet bearing the following general title:

_____

_____

as well as drawings listed in the table of contents that are bound at the back of these specifications.

9. Addenda (_____).

10. Exhibits to this Agreement (enumerated as follows:)

a. CONTRACTOR's Bid (pages _____ to _____);

b. Documentation submitted by CONTRACTOR prior to Notice of Award

(_____);

c. (_____);

11. The following, which will be delivered or issued after award of the Contract and is not attached hereto:

a. Texas Ethics Commission Certificate of Interested Parties, Form 1295.

12. The following may be delivered or issued on or after the Effective Date of the Agreement:

a. Notice to Proceed (pages {_____} to {_____}, inclusive);
b. Work Change Directives (not attached to this Agreement);
c. Change Order(s) (not attached to this Agreement).

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 11.01 of the General Conditions.

Article 10. MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal

representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 CONTRACTOR's Certifications

A. CONTRACTOR certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means the intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of OWNER, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive OWNER of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of OWNER, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Nonwaiver

A. No provision of the Contract Documents will be deemed waived by reason of one party failing to enforce the provision on one or more occasions. Any such waiver must be in writing.

10.07 Integration

A. The parties' entire agreement is contained in the Contract Documents, and the provisions of the Contract Documents supersede all prior discussions or writings between the parties.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on _____, _____ (which is the Effective Date of the Agreement).

OWNER _____

_____ (Seal)
Signature and Title

ATTEST:

By: _____
Signature and Title

Address for Giving Notices:

Name: _____

Street: _____

City, State, Zip Code: _____

Phone: _____

Facsimile: _____

E-mail: _____

Designated Representative: _____

CONTRACTOR _____

_____ (Seal)
Signature and Title

ATTEST:

By: _____
Signature and Title

Address for Giving Notices:

Name: _____

Street: _____

City, State, Zip Code: _____

Phone: _____

Facsimile: _____

E-mail: _____

Designated Representative: _____

License No.: _____
(Where applicable)

(If CONTRACTOR is a corporation, limited liability company, or a partnership, attach evidence of authority to sign.)

INSTRUCTIONS FOR EXECUTING CONTRACT

The full name and business address of CONTRACTOR should be inserted and the Agreement should be signed with CONTRACTOR's official signature. Please have the name of the signing party printed under all signatures to the Agreement.

If CONTRACTOR is operating as a partnership, each partner should sign the Agreement. If the Agreement is not signed by each partner, there should be attached to the Agreement a duly authenticated power of attorney evidencing the signer's (signers') authority to sign such Agreement for and on behalf of the partnership.

If CONTRACTOR is an individual, the trade name (if CONTRACTOR is operating under a trade name) should be indicated in the Agreement and the Agreement should be signed by such individual. If signed by other than CONTRACTOR, there should be attached to the Agreement a duly authenticated power of attorney evidencing the signer's authority to execute such Agreement for and on behalf of CONTRACTOR.

If CONTRACTOR is operating as a limited liability company, and it is member-managed, each member should sign the Agreement, or an authorized member should sign. If the LLC is manager-managed, an authorized manager should sign. If the Agreement is not signed by each member, there should be attached to the Agreement a duly authenticated power of attorney evidencing the signer's (signers') authority to sign such Agreement for and on behalf of the LLC.

If CONTRACTOR is a corporation, the Secretary of the corporation should sign the certificate below. If the Agreement itself is signed by the Secretary of the corporation, the certificate below should be executed by some other officer of the corporation, under the corporate seal. In lieu of the following certificate, there may be attached to the Agreement copies of so much of the records of the corporation which will show the official character and authority of the officers signing, duly certified by the Secretary or Assistant Secretary under the corporate seal to be true copies.

I, _____, certify that I am the _____
(Print Name) *(Title of Officer Signing Certificate)*

of the corporation named as CONTRACTOR herein above; that _____,
(Print Name of Officer Signing Agreement)

who signed the foregoing Agreement on behalf of CONTRACTOR was then

_____ of said corporation; that said Agreement was duly signed
(Title of Officer Signing Agreement)

for and on behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers.

_____
(Corporate Seal)

END OF SECTION

SECTION 00 55 00

NOTICE TO PROCEED

Dated: _____

TO: _____
(CONTRACTOR)

ADDRESS: _____
_____

PROJECT: _____

OWNER'S CONTRACT NO.: _____

CONTRACT FOR: _____
_____
(Insert name of Contract as it appears in the Bidding Documents)

You are notified that the Contract Time under the above Contract will commence to run on _____ day of _____, 20___. On that date, you are to start performing your obligations under the Contract Documents.

Before you may start any work at the site, Paragraph 2.01.B of the General Conditions provides that you must deliver to OWNER (with copies to ENGINEER and other identified additional insureds) certificates of insurance, copies of endorsements, and other evidence of insurance which you are required to purchase and maintain in accordance with the Contract Documents.

Also before you may start any work at the site, you must _____
_____
_____
_____
(Add Other Requirements)

_____
(OWNER)

By: _____
(Authorized Signature)

_____
(Title)

END OF SECTION

SECTION 00 55 10

EROSION CONTROL CERTIFICATION

Dated: _____

TO: _____
(OWNER)

ADDRESS: _____

_____

PROJECT: _____

OWNER'S CONTRACT NO.: _____

CONTRACT FOR: _____

_____
(Insert name of Contract as it appears in the Bidding Documents)

I certify under penalty of law that I understand the terms and conditions of the General National Pollutant Discharge Elimination System (NPDES) Permit that authorizes the stormwater discharges associated with industrial activities from the construction site and as may be detailed in the Contract Documents.

I agree to indemnify and hold OWNER harmless from any claims, demands, suits, causes of action, settlements, fines, or judgments and the costs of litigation, including, but not limited to, reasonable attorneys fees and costs of investigation and arising from a condition, obligation, or requirement assumed or to be performed by CONTRACTOR for storm water pollution and erosion control.

Fines and other costs incurred against OWNER for CONTRACTOR's failure to provide the required erosion control practices will be paid by CONTRACTOR.

_____
(CONTRACTOR)

By: _____
(Authorized Signature)

_____
(Title)

END OF SECTION

SECTION 00 61 00

REQUIREMENTS FOR PERFORMANCE AND PAYMENT BONDS

All bid, performance and payment bonds required on this project shall conform to the requirements listed below.

Signature Requirements for Resident Agent of the Surety

The person signing all bonds for the project as the Attorney-in-Fact for the surety shall be one of the following:

1. An agent with an active Texas Department of Insurance (TDI) license that is appointed by the surety to sign the bonds. Proof of the appointment by the surety shall include all of the following:

    a. A copy of the certified Power-of-Attorney issued by the surety that lists the name of the agent as an Attorney-in-Fact. The name for the agent shown on the Power-of-Attorney document shall be exactly the same as it appears in TDI records.
    b. The name of the surety company on the list of appointments for the agent in the records of the TDI.

2. An officer, director, principal, or shareholder of the agency. The agency and the person that is an officer, director, principal, or shareholder shall have an active TDI license. The TDI records for the agency must include the name of the officer, director, principal or shareholder that is signing as the Attorney-in-Fact. Proof of the appointment of the agency by the surety shall include all of the following:

    a. The name of the surety on the list of appointments for the agency in the records of the TDI.
    b. A copy of the certified Power-of-Attorney issued by the surety that lists the name of the officer, director, principal or shareholder as an Attorney-in-Fact. The name for the officer, director, principal or shareholder shown on the Power-of-Attorney document shall be exactly the same as it appears in TDI records.

Requirements for the Surety

All bonds for the project shall be issued by a surety that:

1. is named on the current list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies” as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury,

2. is licensed to conduct business in the State of Texas, and

3. is licensed by the TDI to issue the bonds.

In addition to the above requirements, the informational form on the next page shall also be completed by the Resident Agent of the Surety or the Surety and submitted with the performance and payment bonds.

INFORMATIONAL FORM ON RESIDENT AGENT OF THE SURETY AND SURETY

Instructions*:* This form must be completed by the Resident Agent of the Surety or the Surety and submitted with the performance and payment bonds. All information requested shall be typed or clearly printed in the spaces provided below and must match the records on file at the Texas Department of Insurance (TDI).

Resident Agent of the Surety:

1. Name of the person signing the bond as Attorney-in-Fact (exactly as it appears in TDI records):

_____

2. Designate the type of person signing the bond as Attorney-in-Fact (check one):

_____ Agent
_____ Officer, Director, Principal or Shareholder in the Agency

3. Name of the agency (exactly as it appears in TDI records):

_____

4. TDI license number for the person signing the bonds: _____

5. Applicable TDI license number for the agency: _____

6. FEIN for the agency: _____

7. Address and phone number for the agency: _____

_____

_____

8. Address and phone number for the agent (if different than the agency): _____

_____

_____

Surety:

1. Name of the surety (exactly as it appears in TDI records): _____

_____

2. TDI license number for the surety: _____

3. FEIN for the surety: _____

4. NAIC number for the surety: _____

5. Address and phone number for the surety: _____

END OF SECTION

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PERFORMANCE BOND

CONTRACTOR (name and address):

SURETY (name and address of principal place of business):

OWNER (name and address):

CONSTRUCTION CONTRACT
Effective Date of the Agreement:
Amount:
Description (name and location):

BOND
Bond Number:
Date (not earlier than the Effective Date of the Agreement of the Construction Contract):
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL	SURETY
_____ (seal)	_____ (seal)
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (attach power of attorney)
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	Attest: _____
Signature	Signature
_____	_____
Title	Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than

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Owner Review DRAFT-(7-22-19)

the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

~~16. Modifications to this Bond are as follows:~~

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ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

PAYMENT BOND

CONTRACTOR (name and address):

SURETY (name and address of principal place of business):

OWNER (name and address):

CONSTRUCTION CONTRACT

Effective Date of the Agreement:
Amount:
Description (name and location):

BOND

Bond Number:
Date (not earlier than the Effective Date of the Agreement of the Construction Contract):
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL	SURETY
_____ (seal)	_____ (seal)
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (attach power of attorney)
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	Attest: _____
Signature	Signature
_____	_____
Title	Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety's obligations to a Claimant under this Bond shall arise after the following:

    5.1 Claimants who do not have a direct contract with the Contractor,

        5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

        5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).

    5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

    7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

    7.2 Pay or arrange for payment of any undisputed amounts.

    7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

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Owner Review DRAFT-(7-22-19)

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

    16.1 Claim: A written statement by the Claimant including at a minimum:

        1. The name of the Claimant;
        2. The name of the person for whom the labor was done, or materials or equipment furnished;
        3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
        4. A brief description of the labor, materials, or equipment furnished;
        5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
        6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
        7. The total amount of previous payments received by the Claimant; and
        8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

    16.2 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

    16.3 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

    16.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

    16.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

~~18. Modifications to this Bond are as follows:~~

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer

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has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Engineer*—The individual or entity named as such in the Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.

23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

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24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.

26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.

32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.

33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.

35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

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37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.

42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.

45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

46. *Unit Price Work*—Work to be paid for on the basis of unit prices.

47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

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48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*:

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*:

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).

E. *Furnish, Install, Perform, Provide*:

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

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3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Contractor's Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.

C. *Evidence of Owner's Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

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3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.

B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or

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computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

A. Standards Specifications, Codes, Laws and Regulations

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*:

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict,

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error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*:

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.

B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

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3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

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2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. abnormal weather conditions;

3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and

4. acts of war or terrorism.

D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.

E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

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G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*:

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part

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by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

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5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or

2. is of such a nature as to require a change in the Drawings or Specifications; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

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c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or

b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

c. Contractor failed to give the written notice as required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;

c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after

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becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

C. *Engineer's Review*: Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

    a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;

    b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

    c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and

    d. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

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5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

2. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

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F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.

H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.H shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

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ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.

B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.

D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.

E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is

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maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.

H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.

I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.

J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

A. *Workers' Compensation*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.

2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).

3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

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4. Foreign voluntary worker compensation (if applicable).

B. *Commercial General Liability—Claims Covered*: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:

1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.

2. claims for damages insured by reasonably available personal injury liability coverage.

3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

C. *Commercial General Liability—Form and Content*: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage:

a. Such insurance shall be maintained for three years after final payment.

b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.

2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.

3. Broad form property damage coverage.

4. Severability of interest.

5. Underground, explosion, and collapse coverage.

6. Personal injury coverage.

7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.

8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.

E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.

F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result

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of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.

H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:

1. include at least the specific coverages provided in this Article.

2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.

3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.

4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.

5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.

J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

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6.04 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."

2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.

3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

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5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).

6. extend to cover damage or loss to insured property while in transit.

7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

8. allow for the waiver of the insurer's subrogation rights, as set forth below.

9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.

10. not include a co-insurance clause.

11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.

12. include performance/hot testing and start-up.

13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.

B. *Notice of Cancellation or Change*: All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.

C. *Deductibles*: The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

E. *Additional Insurance*: If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.

F. *Insurance of Other Property*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

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6.06 *Waiver of Rights*

A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.

D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the

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policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and

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guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 *"Or Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) it has a proven record of performance and availability of responsive service; and

4) it is not objectionable to Owner.

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

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D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 *Substitutes*

A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

a. shall certify that the proposed substitute item will:

1) perform adequately the functions and achieve the results called for by the general design,

2) be similar in substance to that specified, and

3) be suited to the same use as that specified.

b. will state:

1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,

2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

c. will identify:

1) all variations of the proposed substitute item from that specified, and

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2) available engineering, sales, maintenance, repair, and replacement services.

d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.

B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

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E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.

F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.

J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.

K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.

L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.

N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

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O. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

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7.09 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

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2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or

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exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements*:

1. Before submitting a Shop Drawing or Sample, Contractor shall have:

a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings*:

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to

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provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples*:

   a. Contractor shall submit the number of Samples required in the Specifications.

   b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Other Submittals*: Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

D. *Engineer's Review*:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.

5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

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8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures*:

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal;

6. the issuance of a notice of acceptability by Engineer;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by Owner.

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D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.

B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop

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Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

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8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. an itemization of the specific matters to be covered by such authority and responsibility; and

3. the extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.

C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

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D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

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9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during

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or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.

B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.

C. Engineer's authority as to Change Orders is set forth in Article 11.

D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

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B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

1. *Change Orders*:

a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.

b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.

2. *Work Change Directives*: A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an

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adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders*: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on

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the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.

B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under

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the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures*: Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.

2. *Engineer's Action*: Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

3. *Binding Decision*: Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

B. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and

4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

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B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*:

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim

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submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable

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thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

    c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

    d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

    e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

    f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes

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other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*: When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

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B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.

E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

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ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to

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cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

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B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will

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include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*:

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*:

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

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a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

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e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*:

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*:

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. the Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. the Contract Price has been reduced by Change Orders;

i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;

j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

l. there are other items entitling Owner to a set off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount

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remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

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E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.

2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of

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inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents;

   b. consent of the surety, if any, to final payment;

   c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

   d. a list of all disputes that Contractor believes are unsettled; and

   e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance*:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due*: Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation,

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including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such other adjacent areas;

2. correct such defective Work;

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

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E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses,

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and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for

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expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this Article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and

2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this Article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

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18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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SECTION 00 73 00

SUPPLEMENTARY CONDITIONS

A. These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

B. The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

C. The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

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SC-1.01.A Defined Terms

Insert in the first sentence after the phrase "printed with initial capital letters" the following phrase:

"or with all capital letters"

SC-1.01.A.8 Change Order

Insert a comma and the word "ENGINEER" immediately after the word "CONTRACTOR" in this definition.

SC-1.01.A.18 Drawings

The following Drawings are part of the Contract Documents:

Drawings titled "{Title}_____,

Contract {Number(s)}_____,

City of Bastrop,"

Sheets No. {_____} through No. {_____}, prepared by Strand Associates, Inc.®

and Drawings listed in the table of contents that are bound at the back of these Specifications.

Electronic files were provided for the convenience of CONTRACTOR. The data on which CONTRACTOR may rely is limited to the paper copy.

SC-1.01.A.48 Work Change Directive

Amend the phrase “signed by OWNER” in the first sentence of Paragraph 1.01.A.48 to read as follows:

“signed by OWNER and CONTRACTOR.”

Add the following language to the end of Paragraph 1.01.A.48:

A Work Change Directive cannot change Contract Price or Contract Times without a subsequent Change Order.

SC-1.01.A.49 Request for Information

Add the following new paragraph immediately after Paragraph 1.01.A.48:

49. Request for Information:

Written request submitted by CONTRACTOR to ENGINEER on a form supplied by ENGINEER requesting clarification, interpretation, or additional information pertaining to Contract Documents.

SC-2.01 Delivery of Bonds and Evidence of Insurance

Delete Paragraphs 2.01 B. and C. in their entirety and insert the following in their place:

B. Evidence of CONTRACTOR’s Insurance: When CONTRACTOR delivers the executed counterparts of the Agreement to OWNER, CONTRACTOR shall also deliver to OWNER copies of the policies of insurance (including all endorsements, and identification of applicable self-insured retentions and deductibles) required to be provided by Contractor in Article 6. CONTRACTOR may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

SC-2.03 Before Starting Construction

Add the following subparagraph to Paragraph 2.03:

4. a proposed listing of subcontractors and major material and equipment suppliers. The list shall include any proposed substitutions in accordance with Paragraph 7.05.

SC-2.05 Initial Acceptance of Schedules

Add the following language to the end of Paragraph 2.05.A.2:

The schedule for shop drawings shall show all submittals complete before 50% of completion of the Work and the schedule for maintenance manuals shall show all submittals complete before 75% of completion of the Work.

Add the following new paragraph immediately after Paragraph 2.05.A:

B. The times included in this paragraph apply to the preliminary schedules. See Division 01 for other submittal and time requirements for the construction progress schedule and submittal schedule.

Add the following language to the end of Paragraph 2.05.A.3:

The Bid will be considered the Schedule of Values of the Work required by the General Conditions.

SC–3.03 Reporting Discrepancies

Add the following language at the end of Paragraph 3.03.A:

4. CONTRACTOR shall report apparent discrepancies to ENGINEER using a Request for Information form on a form supplied by Engineer. The Request for Information form shall:

a. be submitted by CONTRACTOR only;

b. be legible and complete;

c. not be used for the purposes of only confirming or verifying issues; and,

d. be prioritized by CONTRACTOR in the event that multiple Requests for Information are outstanding.

Requests for Information that are not in conformance with the requirements above shall be returned to CONTRACTOR without response.

5. CONTRACTOR shall not be relieved of its responsibility to coordinate the Work to prevent adverse impacts to CONTRACTOR's Project Schedule while submitting Requests for Information.

6. If CONTRACTOR believes the Scope of Work included in the Request for Information has a cost and/or time impact, CONTRACTOR should submit a claim in accordance with Article 12 of these General Conditions.

7. If CONTRACTOR proceeds with work when CONTRACTOR had actual knowledge or should have known that a conflict, error, ambiguity, or discrepancy existed as indicated above, correction of work constructed without such notification to ENGINEER shall be at CONTRACTOR's expense, (except in an emergency as authorized by Paragraph 7.15.A).

SC-3.04 Requirements of the Contract Documents

Delete Paragraph 3.04.C in its entirety.

SC-4.01 Commencement of Contract Times; Notice to Proceed

In the last sentence of Paragraph 4.01.A, change "sixtieth day" to "eighty-fifth day."

SC-4.03 Reference Points

Delete Paragraph 4.03.A in its entirety and insert the following in its place:

A. Unless otherwise specified, lines and grades shall be furnished by ENGINEER or his representative. Whenever necessary, construction work shall be suspended to permit performance of this Work, but such suspension will be as brief as practicable and CONTRACTOR shall be allowed no extra compensation therefor. CONTRACTOR shall give ENGINEER ample notice of the time and place where lines and grades will be needed. All stakes, marks, etc., damaged by CONTRACTOR, shall be replaced at CONTRACTOR's expense.

Add the following new paragraph immediately after Paragraph 4.03.A:

B. CONTRACTOR is referred to the General Requirements for additional requirements for laying out the work.

SC-5.03 Subsurface and Physical Conditions

Delete Paragraphs 5.03.A.1 and 5.03.A.2 in their entirety and insert the following:

A. No reports of explorations or tests of subsurface conditions at or adjacent to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to OWNER. CONTRACTOR shall conduct its own personal investigation to determine conditions at the site which may affect the Work, including compliance with OSHA excavation and trenching requirements.

SC-5.06 Hazardous Environmental Conditions

Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:

A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to OWNER.

B. Not Used.

SC-6.01 Performance and Payment Bonds

Add the following new paragraphs immediately after Paragraph 6.01.F:

G. The forms of the performance and payment Bonds attached hereto shall be used for the Contract. Note instructions thereon as to the form applicable. Each form contemplates one corporate surety only. In case co-sureties or individual sureties will be furnished, proper forms therefore shall be obtained. Besides the stipulations of Paragraphs 6.01 through 6.03, the surety on the Bonds shall provide a certificate indicating surety is licensed to underwrite contracts in the jurisdiction of the project location which shall be attached to the Bonds.

H. Bonds shall be placed with surety with a Best's rating of no less than {Best's rating _____}.

SC-6.03 CONTRACTOR's Insurance

Add the following to the end of Paragraph 6.03.C.7:

All additional insureds shall be endorsed on the policy as required in Paragraph 6.03.C.7.

Delete Paragraph 6.03.C.8 in its entirety and add the following new paragraphs immediately after Paragraph 6.03.C.7:

8. Railroad Protective Liability Policy:

a. CONTRACTOR shall provide a Railroad Protective Liability Policy for bodily injury, property damage liability, and physical damage to property liability, per limits, duration, and conditions noted in the documents provided by the Railroad bound at the end of Division 1.

9. Insurance certificates for commercial general, automobile, and umbrella shall specifically indicate by name the additional insureds which are to include OWNER and

ENGINEER as well as other persons or entities so identified. Certificates shall be Acord 25-S or equivalent.

10. Endorsements or General Liability policy shall not exclude supervisory or inspection services.

Add the following new language to the end of Paragraph 6.03.D:

CONTRACTOR shall also provide an Additional Insured Endorsement for the automobile policy. Endorsement form shall be CA 20 48, or equal.

Add the following new language to the end of Paragraph 6.03.G:

CONTRACTOR shall provide an executed endorsement form GC 20 01 04 13, or equal, supporting this requirement.

Change in Paragraph 6.03.I.3 the phrase “materially changed” to read “materially changed with respect to coverage on the project.”

Add the following new paragraphs immediately after Paragraph 6.03.I.5:

6. Waiver of Subrogation: CONTRACTOR’s commercial general liability, automobile liability, umbrella or excess, and pollution liability policies and provide a waiver of subrogation covering OWNER and ENGINEER, and any individuals or entities identified in the Supplementary Conditions. CONTRACTOR shall obtain all necessary endorsements to support these requirements.

7. CONTRACTOR shall post at each project site informing all persons that the required workers compensation insurance is in place.

8. CONTRACTOR shall obtain from each subcontractor and provide to OWNER:

a. Certificates of insurance showing limits coverages as required within Paragraph 6.03, including workers compensation.

b. Updated certificates for the full period listed under Paragraph 6.03.I.4.

Delete Paragraph 6.03.J in its entirety and insert the following new paragraph in its place:

J. The stated limits of Paragraphs 6.03.K.1, 6.03.K.2, and 6.03.K.3 can be obtained through individual policies or in conjunction with an umbrella policy (pay on behalf form) to arrive at the total limits requested.

Add the following new paragraph immediately after Paragraph 6.03.J:

K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers’ Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

State:	Statutory
Federal, if applicable (e.g., Longshoreman’s):	Statutory

Jones Act coverage, if applicable:

Bodily injury by accident, each accident	$	_____
Bodily injury by disease, aggregate	$	_____

Employer's Liability:

Bodily injury, each accident	$	_____
Bodily injury by disease, each employee	$	_____
Bodily injury/disease aggregate	$	_____

For work performed in monopolistic states, stop-gap liability coverage shall be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of: $ _____

Foreign voluntary worker compensation Statutory

2. CONTRACTOR's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

General Aggregate	$	_____
Products–Completed Operations Aggregate	$	_____
Personal and Advertising Injury	$	_____
Each Occurrence (Bodily Injury and Property Damage)	$	_____

General Aggregate Limits specified above shall apply separately to this project by attachment of:

"Amendment of Limits of Insurance–Designated Location(s) General Aggregate Limit Endorsement (ISO Form No. CG 25040509) or "Designated Construction Project(s) General Aggregate Limit" Endorsement (ISO Form CG 25030509) or equivalent endorsement coverage.

3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:

Bodily Injury:

Each person	$	_____
Each accident	$	_____

Property Damage:

Each accident $ _____

[or]

Combined Single Limit of $ _____

4. Excess or Umbrella Liability:

Per Occurrence $ _____

General Aggregate $ _____

5. CONTRACTOR's Pollution Liability:

Each Occurrence $ _____

General Aggregate $ _____

☐ If box is checked, CONTRACTOR is not required to provide CONTRACTOR's Pollution Liability insurance under this Contract

CONTRACTOR's Pollution Liability coverage shall include coverage for fungus, mold, and bacteria.

6. General Liability, Automobile Liability, and Umbrella Liability shall include coverage for mental anguish, punitive damages, and electronic data liability.

7. Additional Insureds: In addition to OWNER and ENGINEER, include as additional insureds the following: _____

SC-6.05 Property Insurance

##########

CONTRACTOR PROVIDED PROPERTY INSURANCE

##########

CONTRACTOR PROVIDED PROPERTY INSURANCE

SC-6.05.A Property Insurance

Add the following new paragraph immediately after Paragraph 6.05.A.1:

a. In addition to OWNER, CONTRACTOR, and all Subcontractors, include as insureds the following: *[Here list by name (not category, role, or classification) other persons or entities to be included on the builder's risk policy as insureds.]* under the provisions of Paragraph 6.05.A.

Delete from the first sentence of Paragraph 6.05.A.2, the phrase "All-risk" policy form and insert the following in its place:

"Cause of Loss-Special Form"

Delete from the first sentence of Paragraph 6.05.A.2, the phrase "(other than caused by flood)" and insert the following in its place:

"(including that caused by flood and hydrostatic pressure)"

Delete Paragraph 6.05.A.10 and insert the following in its place:

10. Not used.

Delete Paragraph 6.05.A.12 and insert the following in its place:

12. Not used.

Add the following to the list of items in Paragraph 6.05.A, as numbered items:

14. include for the benefit of OWNER loss of profits and soft cost coverage including, without limitation, fixed expenses and debt service for a minimum of 12 months with a maximum deductible of 30 days, plus attorneys fees and engineering or other consultants' fees, if not otherwise covered;

SC-6.06 Waiver of Rights

SC-6.07 Receipt and Application of Insurance Proceeds

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CONTRACTOR PROVIDED PROPERTY INSURANCE

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CONTRACTOR PROVIDED INSTALLATION FLOATER INSURANCE

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CONTRACTOR PROVIDED INSTALLATION FLOATER INSURANCE

SC-6.05.A CONTRACTOR's Installation Floater Insurance

Delete Paragraph 6.05.A in its entirety and insert the following in its place:

A. CONTRACTOR shall provide and maintain installation floater insurance for property under the care, custody, or control of CONTRACTOR. The installation floater insurance shall be a broad form or "all risk" policy providing coverage for all materials, supplies, machinery, fixtures, and equipment that will be incorporated into the Work. Coverage under the CONTRACTOR's installation floater will include:

1. any loss to property while in transit,

2. any loss at the Site, and

3. any loss while in storage, both on-site and off-site.

4. include the OWNER and CONTRACTOR as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."

Coverage cannot be contingent on an external cause or risk, or limited to property for which CONTRACTOR is legally liable. CONTRACTOR will be solely responsible for any deductible carried under this coverage and claims on materials, supplies, machinery, fixture, and equipment that will be incorporated into the Work while in transit or in storage. This policy will include a waiver of subrogation applicable to OWNER, CONTRACTOR, ENGINEER, all Subcontractors, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them.

B. In addition to OWNER, CONTRACTOR, and all subcontractors, policy shall also include as insureds the following: *[Here list by name (not category, role, or classification) other persons or entities to be included on the installation floater policy as insureds.]* under provisions of Paragraph 6.05.A.

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CONTRACTOR PROVIDED INSTALLATION FLOATER INSURANCE

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SC-6.06 Waiver of Rights

SC-6.07 Receipt and Application of Insurance Proceeds

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OWNER PROVIDED PROPERTY INSURANCE

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OWNER PROVIDED PROPERTY INSURANCE

SC-6.05 Property Insurance

Delete the first sentence of Paragraph 6.05.A and insert the following sentence in its place:

Builder's Risk: OWNER shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations).

Add the following new paragraph immediately after Paragraph 6.05.A.1:

a. In addition to OWNER, CONTRACTOR, and all subcontractors, include as insureds the following: *[Here list by name (not category, role, or classification) other persons or entities to be included on the builder's risk policy as insureds.]*

Delete from the first sentence of Paragraph 6.05.A.2, the phrase "All-risk" policy form and insert the following in its place:

"Cause of Loss-Special Form"

Delete from the first sentence of Paragraph 6.05.A.2, the phrase "(other than caused by flood)" and insert the following in its place:

"(including that caused by flood and hydrostatic pressure)"

Delete the requirements of Paragraph 6.05.A.5 and insert the following paragraph as Paragraph 6.05.A.5:

5. CONTRACTOR shall provide and maintain installation floater insurance for property under the care, custody, or control of Contractor. The installation floater insurance shall be a broad form or "all risk" policy providing coverage for all materials, supplies, machinery, fixtures, and equipment that will be incorporated into the Work. Coverage under the CONTRACTOR's installation floater will include:

a. any loss to property while in transit,

b. any loss at the Site, and

c. any loss while in storage, both on-site and off-site.

Coverage cannot be contingent on an external cause or risk, or limited to property for which the Contractor is legally liable. CONTRACTOR will be solely responsible for any deductible carried under this coverage and claims on materials, supplies, machinery, fixture,

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OWNER PROVIDED PROPERTY INSURANCE

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and equipment that will be incorporated into the Work while in transit or in storage. This policy will include a waiver of subrogation applicable to OWNER, CONTRACTOR, ENGINEER, all Subcontractors, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them.

Delete Paragraph 6.05.A.10 and insert the following in its place:

10. Not used.

Delete Paragraph 6.05.A.12 and insert the following in its place:

12. Not used.

SC-6.05.C Deductible Provisions

OWNER's property insurance includes a ${_____} deductible for which CONTRACTOR shall be responsible.

SC-6.05.G Special Insurance

Add the following new paragraph immediately after Paragraph 6.05.F:

G. Special Insurance:

1. Prior to commencing work, CONTRACTOR shall obtain and review OWNER's insurance policies and advise OWNER of the adequacy of the policy to meet CONTRACTOR's requirements.

2. If CONTRACTOR does not advise OWNER in writing of special insurance needs, CONTRACTOR relinquishes any claim against OWNER for any loss CONTRACTOR may incur during the course of completing the Work.

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OWNER PROVIDED PROPERTY INSURANCE

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SC-6.06 Waiver of Rights

SC-6.07 Receipt and Application of Insurance Proceeds

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NO PROPERTY INSURANCE

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NO PROPERTY INSURANCE

SC-6.05 Property Insurance

Delete Paragraph 6.05 in its entirety.

SC-6.06 Waiver of Rights

Delete Paragraph 6.06 in its entirety.

SC-6.07 Receipt and Application of Insurance Proceeds

Delete Paragraph 6.07 in its entirety.

SC-7.01 Supervision and Superintendence

SC-7.02.B Labor; Working Hours

Add the following new subparagraphs immediately after Paragraph 7.02.B:

1. Regular working hours will be *[here insert schedule of regular working hours]*

2. OWNER's legal holidays are *[here insert list of legal holidays]*

Amend the first and second sentences of Paragraph 7.02.B to state "…all Work at the Site shall be performed during regular working hours, [___] through [___]. Contractor will not perform Work on a [___], [___], or any legal holiday."

Add the following new paragraph immediately after Paragraph 7.02.B:

C. CONTRACTOR further covenants and agrees that it does not and will not employ undocumented workers. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States of America, or (b) authorized by law to be employed in that manner in the United States of America.

SC-7.03.B Materials and Equipment Warranty

Add the following to the end of Paragraph 7.03.B:

Suppliers shall be deemed to impliedly warrant that their products and all component materials incorporated into them are suitable and fit for the intended use of such products and shall be free from defect in material, workmanship or design, such warranty to run to the benefit of OWNER and ENGINEER. The foregoing applies whether the products or their component materials are specified in the Contract Documents or are of Supplier's design.

SC-7.08 Permits

Delete last sentence of Paragraph 7.08.A and add the following in its place:

See General Requirements and technical specification sections for utility charge provisions.

Add Paragraph 7.08.B as follows:

B. See General Requirements for additional permit information.

SC-7.09 Taxes

Add the following new paragraphs immediately after Paragraph 7.09.A:

B. If OWNER is a public agency, such as a municipality, district, or other political subdivision of the State of Texas, it is exempt from sales tax, which shall not be included in the Contract Price. For any other organization, CONTRACTOR shall contact OWNER and ascertain whether OWNER is exempt from sales tax. Most materials and equipment sold to or used in construction for Water Supply Corporations are subject to sales tax.

SC-7.13 Competent Person

Add the following new paragraph immediately after Paragraph 7.13.A:

B. If the Work includes excavation or trenches, CONTRACTOR shall keep at the Site at all times during the progress of the Work a competent person to comply with OSHA trenching and excavation requirements. The competent person shall be one who is capable of identifying existing and predictable hazards in the surroundings, or working conditions that are unsanitary, hazardous or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

SC-7.16 Shop Drawings

Add the following new paragraphs immediately after Paragraph 7.16.E:

F. CONTRACTOR shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than three submittals. Engineer will record ENGINEER's time for reviewing subsequent submittals of Shop Drawings, samples or other items requiring approval and Contractor shall reimburse OWNER for ENGINEER's charges for such time.

G. In the event that Contractor requests a substitution for a previously approved item, Contractor shall reimburse OWNER for ENGINEER's charges for its review time unless the need for such change is beyond the control of CONTRACTOR.

SC-7.17 Contractor's General Warranty and Guarantee

Add the following new paragraph immediately after Paragraph 7.17.D:

E. At a minimum, CONTRACTOR's general warranty shall extend throughout the correction period as defined in Paragraph 15.08.

SC-7.18 Indemnification

Add the following to the end of Paragraph 7.18.A:

In addition, CONTRACTOR shall indemnify, hold harmless, and pay for the defense of OWNER and ENGINEER from and against claims, losses, or damages in regard to any act or failure to act by OWNER or ENGINEER in connection with general supervision, inspection and/or coordination of CONTRACTOR's operations.

CONTRACTOR shall, at its own expense, appear, defend, and pay all fees of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and, if any judgments shall be rendered against any individual or entity indemnified hereunder in any such action, CONTRACTOR shall, at its own expense, satisfy and discharge same. CONTRACTOR expressly understands and agrees that any Letter of Credit or insurance protection required by the Contract, or otherwise provided by CONTRACTOR, shall in no way limit the responsibility to indemnify, keep and, save harmless, and defend any individual or entity indemnified hereunder as herein provided.

Delete Paragraph 7.18.C.1 and 7.18.C.2. Insert new Paragraphs 7.18.C.1 and D:

1. the preparation of Drawings, Specifications, or Property Surveys.

D. For any matter for which OWNER and ENGINEER are indemnified under Paragraph 7.18.A, CONTRACTOR shall pay for OWNER's and ENGINEER's reasonable defense, including, but not limited to, all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs or awards until Owner or Engineer are found negligent. If OWNER or ENGINEER are found negligent, OWNER or ENGINEER

shall reimburse CONTRACTOR for the prorata extent of OWNER's or ENGINEER's negligence for the cost of OWNER's or ENGINEER's reasonable defense.

SC-7.19 Delegation of Professional Design Services

Add the following new paragraphs immediately after Paragraph 7.19.E:

F. The design professional providing the design calculations and design drawings shall be licensed in the State of the Project.

G. The design calculation and design drawings are not shop drawings, but shall be submitted to ENGINEER separately along with the required shop drawings for the system, material, or equipment specified. These calculations will be forwarded to OWNER for their records.

SC-11.01 Amending the Contract Documents; Changes in the Work

Delete Paragraph 11.01.A.1.b in its entirety.

SC-11.02 Owner-Authorized Changes in the Work

Amend the second sentence in Paragraph 11.02.A to read as follows:

Such changes shall be supported by ENGINEER's recommendation.

SC-11.04 Change of Contract Price

Amend the phrase at the end of paragraph 11.04.B.2 to read:

(which may include an allowance for overhead and profit in accordance with paragraph 11.04.C.2. unless OWNER and CONTRACTOR agree that these allowances are not appropriate for the Work involved.)

SC-11.06.B Change Proposals

Delete Paragraph 11.06.B in its entirety.

SC-11.07 Execution of Change Orders

Amend the first sentence within paragraph 11.07.A to read as follows:

A. OWNER and CONTRACTOR shall execute appropriate Change Orders, recommended by ENGINEER.

SC-11.08 Notification to Surety

Add the following new paragraphs immediately after Paragraph 11.08.A:

B. CONTRACTOR shall be responsible for notifying the surety of any assignment, modification, or change of the Contract, change in the Work covered thereby, or extension of time for the completion of the project.

C. Failure to provide notice to the surety of any such change shall not exonerate the surety from its obligations under the bond.

SC-12.01.A Claims Process

Delete Paragraph 12.01.A.3 in its entirety.

SC-13.03 Unit Price Work

Delete Paragraph 13.03.E in its entirety and insert the following in its place:

E. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:

1. If the Bid price of a particular item of Unit Price Work amounts to 15% or more of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by CONTRACTOR differs by more than 25% from the estimated quantity of such item indicated in the Agreement; and

2. If there is no corresponding adjustment with respect to any other item of Work; and

3. If CONTRACTOR believes that it has incurred additional expense as a result thereof; or

4. If OWNER believes that the quantity variation entitles it to an adjustment in the unit price,

either OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with Article 10 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

SC-14.02.A Tests and Inspections

Add the following to the beginning of Paragraph 14.02.A:

All Work is subject to testing to indicate compliance with Contract Document requirements. Duplicate copies of test results of all tests required shall be submitted to ENGINEER. Tests and inspection of work may be conducted by OWNER or an independent laboratory employed by OWNER. Tests may also be performed in the field by Engineer as a basis for acceptance of the Work.

Add the following to the end of Paragraph 14.02.A:

Samples required for testing shall be furnished by CONTRACTOR at no cost to OWNER. In the event that completed Work does not conform to specification requirements during the initial test, the Work shall be corrected and retested for conformance. The entire cost of retesting completed Work shall be borne by CONTRACTOR. This shall include the extra cost for inspection to OWNER which will be deducted from the final amount due CONTRACTOR.

SC-15.01 Progress Payments

Add the following language at the end of Paragraph 15.01.B.1:

An updated Progress Schedule shall be submitted with each Application for Payment. Applications for Payment submitted without an acceptable updated Progress Schedule will be returned to CONTRACTOR without review. Progress Schedules that are submitted which do not reflect current project conditions, will not be considered acceptable.

SC-15.01.B Applications for Progress Payment

Add the following language at the end of Paragraph 15.01.B.3:

No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage, or invest the retainage for the benefit of CONTRACTOR.

Add the following paragraphs after Paragraph 15.01.B.3:

4. CONTRACTOR shall submit five copies of each pay request for approval.

5. No advanced payment for shop drawing preparation will be made. Shop drawing costs will be paid when equipment and materials are delivered and suitably stored on the site.

6. All stored equipment and materials for which payment is requested shall have two copies of invoices included with the pay request. Equipment shall be identified thoroughly on the invoices, including serial numbers.

7. Payment for the stored equipment and material which are on the site shall not exceed the invoiced amount for each item, less the Contract retainage. The overhead and profit for the stored items shall not be invoiced until the item is installed.

8. Payment for off-site storage is normally reserved for sensitive or very large pieces of equipment that in ENGINEER's opinion would not be practical to have stored on the site. Payment for off-site stored items shall be limited to 75% of the invoiced value of the item, less Contract retainage. CONTRACTOR shall reimburse OWNER the cost of inspecting off-site stored items. When off-site storage is approved, CONTRACTOR shall provide Insurance Certificates and Document of Ownership to OWNER.

SC-15.02 CONTRACTOR's Warranty of Title

Amend Paragraph 15.02.A by striking out the following text: "no later than seven days after the time of payment by OWNER" and insert "no later than the time of payment by OWNER."

SC-16.02 OWNER May Terminate for Cause

Add the following new paragraphs immediately after Paragraph 16.02.B.2:

3. complete the Work as OWNER may deem expedient at the expense of CONTRACTOR and surety;

4. apply the amounts retained from partial payments to the completion of the Work; and

5. authorize the surety to complete the steps in Paragraphs 16.02.B.1 through 4.

SC-16.03 OWNER May Terminate for Convenience

Add the following paragraph after Paragraph 16.03.B:

C. CONTRACTOR shall require similar provisions contained in Paragraph 16.03 in each of its subcontracts to protect CONTRACTOR from claims by Subcontractors arising from the OWNER's termination for convenience, or to minimize claims by such subcontractors. The remedy provided to

CONTRACTOR under this Paragraph 16.03 shall be CONTRACTOR's sole remedy in the event of termination for convenience by OWNER.

END OF SECTION

Owner Review DRAFT (7-22-19)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 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	CONTACT NAME:	
Insurance Agency	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Contractor	INSURER A : Insurance Company	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	GENERAL LIABILITY						EACH OCCURRENCE	$	[FILL IN]
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	[FILL IN]
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$	[FILL IN]
		X					PERSONAL & ADV INJURY	$	[FILL IN]
							GENERAL AGGREGATE	$	[FILL IN]
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$	[FILL IN]
	POLICY X PRO-JECT LOC						**FIRE DAM. - (ANY ONE FIRE)**	$	[FILL IN]
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$	[FILL IN]
	X ANY AUTO						BODILY INJURY (Per person)	$	[FILL IN]
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$	[FILL IN]
	SCHEDULED AUTOS	X					PROPERTY DAMAGE (Per accident)	$	[FILL IN]
	HIRED AUTOS							$	[FILL IN]
	NON-OWNED AUTOS							$	[FILL IN]
	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$	[FILL IN]
	EXCESS LIAB CLAIMS-MADE	X					AGGREGATE	$	[FILL IN]
	DEDUCTIBLE							$	[FILL IN]
	RETENTION $							$	[FILL IN]
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X WC STATU-TORY LIMITS OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$	[FILL IN]
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	[FILL IN]
							E.L. DISEASE - POLICY LIMIT	$	[FILL IN]
	Installation Floater or Builders Risk Pollution Liability						**See SC-6.05**		

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

{Title} {Contract} {Owner}

The {Owner} and Strand Associates, Inc. are additional insured with respect to General Liability, Automobile Liability, Pollution Liability, and Excess/Umbrella Liability. The {Owner} is an insured with respect to Installation Floater or Builder's Risk policies. In addition, see attached Additional Insured Endorsements for the General Liability and Automobile policies.

CERTIFICATE HOLDER

Owner
Address Line 1
Address Line 2
City, State, and Zip

(Provide separate certificate to each party.)

Strand Associates, Inc.
203 South Jackson Street
Brenham, TX 77833

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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SPECIFICATIONS

SECTION 01 11 00

SUMMARY OF WORK

PART 1–GENERAL

1.01 DIVISION ONE

A. The requirements of Division 01 apply to all sections of the Contract(s).

1.02 PROJECT SCOPE

A. CONTRACTOR shall provide all items, articles, materials, operations or methods mentioned or scheduled on the Drawings or herein specified: including all labor, supervision, equipment, incidentals, taxes, and permits necessary to complete the Work as described within the Contract Documents. CONTRACTOR shall install all items provided by OWNER as mentioned or scheduled on the Drawings or herein specified.

1.03 CONTRACT DOCUMENTS–INTENT AND USE

A. Intent of Documents:
   1. Singular notations and specifications shall be considered plural where application is reasonably inferred.
   2. Mention or indication of extent of work under any division or Specification section is done only for convenience of CONTRACTOR and shall not be construed as describing all work required under that division or section.
   3. Some individual sections may contain a list of related sections. The list of related sections in individual sections is provided for the convenience of CONTRACTOR and is not necessarily all-inclusive. CONTRACTOR may not rely upon this listing for determination of scope of work. Other sections of the Specifications not referenced in individual sections shall apply as required for proper performance of the Work.
   4. Command type sentences may be used in the Contract Documents. These sentences refer to and are directed to CONTRACTOR.
   5. Symbols for various elements and systems are shown on the Drawings. Should there be any doubt regarding the meaning or intent of the symbols used, a written interpretation shall be obtained from ENGINEER.

B. Use of Documents:
   1. CONTRACTOR shall examine all Specifications and Drawings for the Work, including those that may pertain to Work CONTRACTOR does not normally perform with its own forces.
   2. CONTRACTOR shall use all of the Project Drawings and Specifications:
      a. For a complete understanding of the Project.
      b. To determine the type of construction and systems required.
      c. For coordination with other contractors.
      d. To determine what other work may be involved in various parts or phases.
      e. To anticipate and notify others when work by others will be required.
      f. And all other relevant matters related to the project.
   3. CONTRACTOR is also bound by all requirements of the Contract Documents which are applicable to, pertain to, or affect its Work as may be shown or inferred by the entire set of Project Drawings and Specifications.

1.04 CONSTRUCTION REQUIREMENTS

A. General Information and Requirements:

B. Construction Sequence:
1. The following construction sequence is provided as a general guideline for the information and for the benefit of CONTRACTOR. This construction sequence is not intended to dictate means, method of construction, or direct construction activities. This construction sequence is a conceptual general construction sequence with minimum recommended outage, shutdowns, and operating units to be maintained in service. The general construction sequence is projected to allow the Work to be completed while maintaining treatment of the wastewater treatment plant. It is not intended to be all inclusive and does not list all work elements or details that are required to complete the Work, complete treatment processes, or place unit processes in service. CONTRACTOR shall be responsible for implementing any additional details required, including temporary piping, bypass pumping, or temporary construction at no additional cost to OWNER.
2. CONTRACTOR may propose alternate sequence or modifications to this sequence. OWNER will review the proposed modification and determine if such modification of the sequence interferes with the proper operation of the treatment activities. Any modifications to this general construction sequence shall be proposed in writing and shall be approved by OWNER prior to their implementations.

1.05 CONTRACTOR USE OF SITE

A. General:
1. The “area of the site” referred to in these Specifications shall be as shown on the Drawings. If the “area of the site” is not shown, OWNER's property lines, the Project right-of-way and/or any easements obtained for the Project shall be considered the “area of the site.”
2. Construction activities shall be confined within the “area of the site” limits.
3. From the start of work to completion CONTRACTOR is responsible for the care of the site and the premises which are affected by operations of Work of this Contract.
4. Except for permanent site improvements provided under the Contract, CONTRACTOR shall restore property disturbed during the Work, to the conditions which previously existed.
5. Work in occupied spaces shall be restricted to specified Work and essential activities, such as making necessary connections and extending services or constructing temporary access ways. Such work shall be scheduled in advance with OWNER.

B. Parking and Deliveries:
1. CONTRACTOR is responsible for control of traffic by vehicles and persons within the limits of its operations.
2. Parking for employees, subcontractors, and agents of CONTRACTOR shall be in areas subject to approval of OWNER.
3. Access to the site for delivery of construction material or equipment shall be subject to approval of OWNER.

1.06 EXISTING SERVICES, OVERHEAD UTILITIES, AND UNDERGROUND FACILITIES INCLUDING STRUCTURES

A. Interruption of existing services and systems including heating, ventilating, air conditioning, water, sanitary, lighting and power, signal and security systems, and similar work shall be kept to an absolute minimum and shall be limited to times approved by OWNER.

B. If deemed necessary by OWNER, such work shall be accomplished after OWNER's normal office hours.

C. Work shall not commence until all labor, materials, and equipment are available so Work can continue without interruption or delay.

D. Should uncharted or incorrectly charted services or Underground Facilities be encountered during installation, notify OWNER and consult with utility owner immediately.

E. Cooperate with OWNER and utility companies in keeping respective services and Underground Facilities in operation and repair any damage.

F. CONTRACTOR shall not interrupt existing services and Underground Facilities occupied and used by OWNER or others, except when permitted in writing by OWNER.

G. Any accidental interruption of services and Underground Facilities shall be repaired immediately, including provision of temporary facilities until permanent repairs can be made.

H. Texas Utilities Code Section 251 requires, among other provisions, that before excavation or demolition begins, reasonable advance notice not less than three working days prior to the start of the excavation or demolition of the intent to excavate or demolish and the commencement date be provided to the owners of the Underground Facilities in and near the construction area whose facilities may be affected by the excavation or demolition. As part of this notification requirement, CONTRACTOR shall contact Texas 811 (811 or 1-800-344-8377). CONTRACTOR shall be aware that not all owners participate in the Texas 811 program. A call to this agency shall not absolve CONTRACTOR of the requirements of this statute. CONTRACTOR shall comply with all other provisions of the statute though not enumerated herein.

I. Locations and elevations of services and Underground Facilities as shown on the Drawings are approximate. It shall be CONTRACTOR's responsibility to determine their exact location when in their vicinity. To this end, CONTRACTOR shall proceed with caution in the excavation and preparation of the Site so the exact location of services and Underground Facilities can be determined. CONTRACTOR shall include in the Contract Price any costs for temporary or permanent relocations of such services and Underground Facilities required to complete the Work unless specifically indicated otherwise in the Specifications.

J. Where potential grade conflicts might occur with existing services and Underground Facilities, CONTRACTOR shall uncover such services and Underground Facilities sufficiently in advance of construction so that elevations may be determined to allow any necessary adjustments to be made.

K. CONTRACTOR shall coordinate with overhead utility companies prior to the Work. CONTRACTOR shall provide all necessary temporary and permanent support relocation or temporary and permanent restraint to maintain overhead utilities in service.

L. CONTRACTOR shall keep an accurate and complete record of all such services and Underground Facilities encountered and shall provide OWNER a copy of this record. The record shall include a description of the item encountered, opinion as to conditions, and adequate measurements and depths so that the item can be located in the future.

M. CONTRACTOR shall inspect all services and Underground Facilities for condition and soundness. Unsound conditions shall be reported to OWNER immediately after exposing. CONTRACTOR shall not proceed with the Work until the service or facility owner has been notified. Service or facility owner shall then be given time to inspect and correct, if required, the service or Underground Facility. CONTRACTOR may make claim under the provisions of Articles 11 and 12 of the General Conditions should CONTRACTOR feel a price or time adjustment is justified.

N. Any additional costs incurred because of failure of CONTRACTOR to report the condition of any and all existing services and Underground Facility encountered shall be paid for by CONTRACTOR.

O. Whenever ENGINEER feels it is necessary to explore and excavate to determine the location of existing services and Underground Facilities, CONTRACTOR shall make explorations and excavations for such purposes. If CONTRACTOR is required to perform additional Work in making the explorations and excavations, extra compensation will be allowed as provided for in the General Conditions.

1.07 PROTECTION OF WORK AND IMPROVEMENTS

A. CONTRACTOR shall protect the property of OWNER, existing improvements, and the Work installed by CONTRACTOR and others from abuse, damage, dust, debris, and other objectionable materials resulting from construction activities.

B. CONTRACTOR shall provide suitable covers, partitions, or other dust and fume containment devices to suit construction operations.

C. CONTRACTOR shall keep property, existing improvements, and the Work including structures, mains, fittings, and accessories free from dirt and foreign matter at all times.

D. CONTRACTOR shall provide temporary plugging of openings, holes, and pipe ends that are existing or that CONTRACTOR has installed.

E. Property, improvements, and Work damaged by CONTRACTOR shall be repaired or replaced by CONTRACTOR to the satisfaction of OWNER.

1.08 AVAILABILITY OF LANDS

A. Easements were not obtained for this Project. CONTRACTOR shall confine its operations, equipment and storage areas to the lands and rights-of-way in which the Project is to be located. CONTRACTOR may enter into written agreements with property owners for use of other lands during construction. Copies of such agreements shall be provided to OWNER.

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01 29 00

CONTRACT CONSIDERATIONS

PART 1–GENERAL

1.01 SUMMARY

A. Work Included: Measurement and Payment–Unit Prices.

1.02 MEASUREMENT AND PAYMENT–UNIT PRICES

A. Measurement methods are delineated in the individual Specification sections.

B. CONTRACTOR shall take measurements and compute quantities. ENGINEER will check measurements and quantities.

C. Incidental Items of Work: Any items of Work shown on the Drawings or called for in the Specifications, but not included in the Bid Form, shall be considered incidental items of Work. The cost of incidental items of Work shall be included in the prices bid for adjacent Work.

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01 31 00

COORDINATION, FIELD ENGINEERING, AND MEETINGS

PART 1–GENERAL

1.01 SUMMARY

A. Work Included:
   1. Coordination.
   2. Field engineering.
   3. Progress meetings.

1.02 COORDINATION

A. CONTRACTOR shall coordinate scheduling, submittals, and work of the various sections of the work to provide an efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.

B. CONTRACTOR shall verify utility requirements and characteristics of operating equipment are compatible with building utilities and coordinate Work of various sections having interdependent responsibilities for installing, connecting to, and placing in service such equipment.

C. CONTRACTOR shall coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on the Drawings and shall follow routing shown for pipes, ducts, and conduit as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

D. In finished areas, except as otherwise indicated, CONTRACTOR shall conceal pipes, ducts, and wiring within the construction and coordinate locations of fixtures and outlets with finish elements.

E. CONTRACTOR shall coordinate completion and cleanup of Work of separate sections in preparation for substantial completion and for portions of Work designated for OWNER's occupancy.

F. After OWNER occupancy of premises, CONTRACTOR shall coordinate access to Site for correction of defective Work and Work not in accordance with Contract Documents to minimize disruption of OWNER's activities.

1.03 FIELD ENGINEERING

A. CONTRACTOR shall locate and protect property stakes, legal survey monuments, benchmarks, and survey control and reference points. CONTRACTOR shall pay for replacement of disturbed property stakes and legal survey monuments by a Registered Land Surveyor acceptable to OWNER and for replacement of benchmarks and survey control and reference points provided by ENGINEER.

B. CONTRACTOR shall provide field engineering services as required to establish elevations, lines, and levels utilizing recognized engineering survey practices.

C. CONTRACTOR shall furnish all required plummets and graduated poles to check all Work.

D. If stakes and boards have to be reset because of negligence of CONTRACTOR, CONTRACTOR shall bear the cost of such work.

E. If laser beam is used, CONTRACTOR shall check its Work against intermediate grade stakes provided between manholes. Prior to initial use of the laser, CONTRACTOR shall set up laser on ground surface and check line and gradient controls. Lasers not functioning properly shall be immediately removed.

F. If existing property stakes not within the limits of the trench are removed or damaged by CONTRACTOR, CONTRACTOR shall bear the cost of replacement. Replacement shall be made by a legal survey performed by a licensed Land Surveyor hired by OWNER. Cost for survey shall be deducted from the Contract Price.

G. CONTRACTOR shall be responsible for all lines, elevations, and measurements of buildings, structures, piping, utilities, and other work executed by CONTRACTOR under the Contract. CONTRACTOR must exercise proper precaution to verify figures before laying out the Work and will be held responsible for any error resulting from its failure to exercise such precaution.

1.04 PROGRESS MEETINGS

A. Progress meetings will be held throughout progress of the Work at intervals agreed to by OWNER, ENGINEER, and CONTRACTOR. Interval will generally be monthly.

B. CONTRACTOR's project manager, job superintendent, major subcontractors, and suppliers shall attend as appropriate to address agenda topics for each meeting. CONTRACTOR's representatives shall have authority to bind CONTRACTOR to decisions at the meetings.

C. The project schedule shall be updated monthly and shall be reviewed at each progress meeting. CONTRACTOR shall provide the following information in written form at each meeting.
   1. Construction progress, including:
      a. Activities completed this reporting period.
      b. Activities in progress this reporting period.
      c. Activities scheduled to commence this reporting period.
   2. Description of problem areas.
   3. Current and anticipated delays.
      a. Cause of the delay.
      b. Corrective action and schedule adjustments to correct the delay.
      c. Impact of the delay on other activities, on milestones, and on completion dates.
   4. Changes in construction sequence.

D. ENGINEER will prepare and distribute minutes to all attending parties.

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01 33 00

SUBMITTALS

PART 1–GENERAL

1.01 SUMMARY

A. Work Included:
   1. Whenever possible throughout the Contract Documents, the minimum acceptable quality of workmanship and materials has been defined either by manufacturer's name and catalog number or by reference to recognized industry standards.
   2. To facilitate CONTRACTOR's understanding of the design intent, procedures have been established for advance submittal of design data and for its review or rejection by ENGINEER.
   3. The type of submittal requirements specified in this section include construction progress schedule, submittal schedule, shop drawings, product data, samples, maintenance manuals, and other miscellaneous work related submittals.

B. Related work described elsewhere: More detailed requirements for submittals are described in other sections of these specifications for some materials and equipment. They are to be considered additional requirements to supplement the requirements specified in this section. Submittals shall conform to Article 7 of the General Conditions.

C. Definitions: "Electronic Submittal" is defined as any submittal transmitted electronically to ENGINEER for review.

1.02 IDENTIFICATION OF SUBMITTALS

A. CONTRACTOR shall completely identify each submittal and resubmittal by showing at least the following information:
   1. Name and address of submitter, plus name and telephone number of the individual who may be contacted for further information.
   2. Name and location of project and identification number.
   3. Drawing number and specifications section number to which the submittal applies.
   4. Include the date of each submittal or resubmittal.

1.03 GROUPING OF SUBMITTALS

A. Unless otherwise specifically permitted by ENGINEER, CONTRACTOR shall make all submittals in groups containing all associated items so that information is available for checking each item when it is received.

B. Partial submittals may be rejected as not complying with the provisions of the Contract Documents.

1.04 TIMING OF SUBMITTALS

A. CONTRACTOR shall make all submittals far enough in advance of scheduled dates of installation to provide required time for reviews, for securing necessary approval, for possible revision and resubmittal, and for placing orders and securing delivery.

B. The review period for submittals that are received after 3 P.M. shall commence on the following business day.

1.05 CONSTRUCTION PROGRESS AND SUBMITTAL SCHEDULES

A. Submit preliminary schedules within 10 days of the effective date of the Agreement.

B. Revise schedules incorporating any comments provided at the schedule review conference required in GC.2.05 and resubmit.

C. As a minimum, the construction progress schedule shall consist of a horizontal bar chart with a separate line for each major portion of Work or operation, identifying first workday of each week.

D. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration for each activity. Identify activities that are on the critical path.

E. Include line items for milestones (if any), Substantial, and Final Completion.

F. Submit updated schedules with each Application for Payment, identifying changes since previous version.

G. Indicate estimated percentage of completion for each item of Work at each submission.

H. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates.

1.06 SHOP DRAWINGS

A. Shop drawings shall include specially prepared technical data for this project including drawings, diagrams, performance curves, data sheets, schedules, templates, patterns, reports, calculations, instructions, measurements, and similar information not in standard printed form for general application to a range of similar projects. Shop drawings shall be submitted for all manufactured or fabricated items. See individual technical sections for special requirements.

B. CONTRACTOR shall make all shop drawings accurately to scale and sufficiently large to show all pertinent aspects of the item and its method of connection to the work.

C. Shop drawings shall be checked, approved, and stamped by CONTRACTOR in accordance with the General Conditions before transmittal to ENGINEER for review and approval.

D. Complete shop drawings and descriptive data shall be submitted on all manufactured or fabricated items prior to 50% completion of the Work. Applications for payment beyond 50% of the Contract amount will not be recommended for payment until all shop drawings are submitted, including the required hard copies, or a revised schedule for any remaining submittals is agreed to by OWNER and ENGINEER.

E. CONTRACTOR shall submit shop drawings following the procedure described below. Except as noted, six color copies of shop drawings and descriptive data shall be submitted to ENGINEER for approval. Three copies of these will be returned to CONTRACTOR if approved. If shop drawings are not approved or if they are stamped “Approved as

Noted-Resubmit," two corrected copies will be returned to CONTRACTOR for use in resubmittal. If CONTRACTOR desires more than three approved copies, submitted quantity shall be increased accordingly.

F. Shop drawings submitted to ENGINEER will be reviewed and stamped "Approved," "Approved as Noted," "Approved as Noted-Resubmit," or "Not Approved." CONTRACTOR shall resubmit the above number of corrected shop drawings for all shop drawings stamped "Approved as Noted-Resubmit" and "Not Approved" and will continue this process until shop drawings are stamped "Approved" or "Approved as Noted." If drawings are stamped "Approved as Noted-Resubmit," fabrication may proceed in accordance with the marked-up shop drawings. Installation shall not proceed until shop drawings have been resubmitted and stamped "Approved" or "Approved as Noted."

G. If shop drawings are stamped "Approved as Noted" or "Approved as Noted-Resubmit" and CONTRACTOR does not agree with revisions or cannot conform with revisions, fabrication shall not proceed and shop drawings shall be resubmitted with explanation of CONTRACTOR's position.

H. All shop drawings used for construction site activities shall bear the "Approved" or "Approved as Noted" stamp of ENGINEER.

I. Arrangements may be made between CONTRACTOR and ENGINEER to provide additional copies of "Approved" shop drawings for field activity purposes.

1.07 PRODUCT DATA

A. CONTRACTOR shall provide product data as required to supplement shop drawings.

B. Product data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by CONTRACTOR to illustrate a material, product, or system for some portion of the work.

C. CONTRACTOR shall collect required product data into one submittal for each unit of work or system.

D. CONTRACTOR shall include manufacturer's standard printed recommendations for application and use, compliance with standards, performance characteristics, wiring and piping diagrams and controls, component parts, finishes, dimensions, required clearances, and other special coordination requirements.

E. CONTRACTOR shall mark each copy of standard printed data to identify pertinent products, models, options, and other data.

F. CONTRACTOR shall supplement manufacturer's standard data to provide information unique to the work.

1.08 RESUBMISSION REQUIREMENTS

A. Make any corrections or changes in the submittals required by ENGINEER.

B. Shop Drawings and Product Data:
   1. Revise initial drawings or data and resubmit as specified for initial submittal.

2. Itemize in a cover letter any changes which have been made other than those requested by ENGINEER.

C. See SC-7.16 for additional information regarding resubmittals.

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01 41 00

REGULATORY REQUIREMENTS

PART 1–GENERAL

1.01 SUMMARY

A. Work Included:
   1. OSHA requirements.
   2. Roadway limits.
   3. Permits.
   4. Wage rates.
   5. American Iron and Steel requirements.

1.02 OSHA REQUIREMENTS

A. All work including site safety, equipment, materials, and fabricated items provided under the Contract shall comply with the provisions of the “Occupational Safety and Health Act.”

1.03 ROADWAY LIMITS

A. CONTRACTOR shall comply with roadway weight restrictions including seasonal weight restrictions.

1.04 PERMITS

A. {The following permits were obtained} **OR** {The following permit was obtained} by OWNER:
   1.
   2.
   3.
   4. etc.

B. {They are included as attachments} **OR** {The permit is included as an attachment} to this division. CONTRACTOR shall comply with all provisions of {these permits} **OR** {this permit} and shall be responsible for notifications as required by {these permits} **OR** {this permit}. CONTRACTOR shall obtain all other permits required for the Work. Where the requirements of any permit is more restrictive than the Drawings or the Specifications, the permit requirements shall govern.

OR

C. No permits were obtained by OWNER for this Project. CONTRACTOR shall obtain required permits. Where the requirements of any permit are more restrictive than the Drawings or the Specifications, the permit requirements shall govern.

D. A building permit will be required from OWNER. However, OWNER will waive fees associated with the permit.

E. Any permits required for dewatering operations shall be obtained and paid for by CONTRACTOR.

1.05 WAGE RATES

A. Wage rates not less than these rates must be paid on this Project, including fringe benefits. CONTRACTOR shall post the Prevailing Wage Rate Determination in a prominent and easily accessible location at the project site and shall abide by all associated laws and regulations pertaining thereto.

B. CONTRACTOR shall also comply with the attached Federal Wage Rates.

C. Not less than the prevailing wage rates for this area shall be paid to the workers employed to do the Work under this Contract.

D. See Wage Rate Forms bound at the end of Division 01.

1.06 AMERICAN IRON AND STEEL REQUIREMENTS

A. CONTRACTOR shall comply with the American Iron and Steel (AIS) requirements of the Consolidated Appropriations Act of 2014 (Public Law 113-76). CONTRACTOR shall submit, with each shop drawing, step certification that regulated iron and steel products meet AIS requirements. A sample certification letter is attached at the end of Division 01. Certification letters shall include the following at minimum:
   1. Identification of the product.
   2. City and State where the product was manufactured.
   3. Reference to OWNER and/or project.
   4. Signature of authorized manufacturer employee.
   5. Reference to current AIS requirements.

B. The Consolidated Appropriations Act of 2014 (Public Law 113-76) does grant the possibility of a De Minimis waiver if certain conditions are met. The De Minimis Waiver of Section 436 of P.L. 113-76, Consolidated Appropriations Act (CAA), 2014 Decision Memorandum issued April 15, 2014, is attached.

C. CONTRACTOR shall provide required AIS documentation prior to installation of regulated iron and steel product.

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01 42 00

REFERENCE STANDARDS AND DEFINITIONS

PART 1–GENERAL

1.01 SUMMARY

A. Work Included:
   1. Reference Standards:
      a. Throughout the Contract Documents, reference is made to codes and standards which establish qualities and types of workmanship and materials, and which establish methods for workmanship and materials, and which establish methods for testing and reporting on the pertinent characteristics.
      b. Where materials or workmanship are required by these Contract Documents to meet or exceed the specifically named code or standard, it is CONTRACTOR's responsibility to provide materials and workmanship which meet or exceed that specifically named code or standard.
      c. It is also CONTRACTOR's responsibility, when so required by the Contract Documents, to deliver to ENGINEER all required proof that the material or workmanship, or both, meet or exceed the requirements of the specifically named code or standard.
   2. Definitions:
      a. A substantial amount of specification language constitutes definitions for terms found in other Contract Documents, including the Drawings which must be recognized as diagrammatic in nature and not completely descriptive of requirements indicated thereon.
      b. Certain terms used in the Contract Documents are defined generally in this section to supplement definitions of the Agreement, General Conditions, Supplementary Conditions, and other general contract documents.
      c. Definitions and explanations of this section are not necessarily either complete or exclusive, but are general for the Work.

B. Related Work Described Elsewhere: The specific naming of codes or standards occurs on the Drawings and in other sections of these Specifications.

1.02 QUALITY ASSURANCE

A. Familiarity with Pertinent Codes and Standards:
   1. It is CONTRACTOR's responsibility to verify the requirements of the specifically named codes and standards and to verify that the items procured for use in this Work meet or exceed the specified requirements.
   2. When required by individual sections of these specifications, CONTRACTOR shall obtain a copy of each pertinent code or standard and maintain the copies at the job site during submittals, planning, and progress of the Work until Substantial Completion of the Work is attained.

B. Overlapping or Conflicting Requirements:
   1. Where compliance with two or more industry standards or sets of requirements are specified, and the overlapping of those standards or requirements establishes different or conflicting minimums or levels of quality, the most stringent requirement (which is

generally recognized to be also most costly) is intended and will be enforced, unless more detailed language written directly into Contract Documents clearly indicates that a less stringent requirement is acceptable.

2. Refer all uncertainties to ENGINEER for decision before proceeding.

1.03 REFERENCE STANDARDS

A. Applicable standards of the construction industry are made a part of the Contract Documents by reference as if copied directly into the Contract Documents, or as if published copies were bound herewith. See Article 3.02 of the General Conditions for additional provisions regarding references.

B. Standards referenced directly in the Contract Documents or by governing regulation, have precedence over nonreferenced standards which are recognized in industry for applicability to the Work.

C. Nonreference standards are hereby defined to have no particular applicability to the work except as a general measurement of whether the Work complies with standards recognized in the construction industry.

D. Reference standards and codes listed in these specifications may include, but are not necessarily limited to, standards or codes published by the following agencies and organizations:

1. AA — Aluminum Association
   1525 Wilson Boulevard, Arlington, VA 22209

2. AAMA — American Architectural Manufacturer's Association
   1827 Walden Office Square Suite 550, Schaumberg, IL 60173-4268

3. AASHTO — American Association of State Highway & Transportation Officials
   444 North Capitol Street NW Suite 249, Washington, DC 20001

4. ACI — American Concrete Institute
   38800 Country Club Drive, Farmington Hills, MI 48331-3439

5. AI — Asphalt Institute
   2696 Research Park Drive, Lexington, KY 40511-8480

6. AISC — American Institute of Steel Construction
   One East Wacker Drive Suite 700, Chicago, IL 60601-1802

7. AISI — American Iron and Steel Institute
   25 Massachusetts Avenue NW Suite 800, Washington, DC 20001

8. ANSI — American National Standards Institute
   25 West 43rd Street, New York, NY 10036

9. APA — American Plywood Association
   7011 South 19th, Tacoma, WA 98466-5333

10. API	American Petroleum Institute 1220 L Street NW, Washington, DC 20005-4070
11. ARI	Air-Conditioning & Refrigeration Institute 4100 North Fairfax Drive Suite 200, Arlington, VA 22203
12. ASHRAE	American Society of Heating, Refrigerating, and Air Conditioning Engineers 1791 Tullie Circle NE, Atlanta, GA 30329
13. ASME	American Society of Mechanical Engineers Two Park Avenue, New York, NY 10016-5990
14. ASSE	American Society of Sanitary Engineering 901 Canterbury Suite A, Westlake, OH 44145
15. ASTM	ASTM International 100 Barr Harbor Drive, West Conshohoken, PA 19428-2959
16. AWI	Architectural Woodwork Institute 46179 Westlake Drive Suite 120, Potomac Falls, VA 20165-5874
17. AWPA	American Wood Protection Association P.O. Box 361784, Birmingham, AL 35236-1784
18. AWS	American Welding Society 8669 Doral Boulevard Suite 130, Doral, FL 33166
19. AWWA	American Water Works Association 6666 West Quincy Avenue, Denver, CO 80235
20. BHMA	Builder's Hardware Manufacturers Association 355 Lexington Avenue 15th floor, New York, NY 10017
21. BIA	Brick Industry Association 1850 Centennial Park Drive Suite 301, Reston, VA 20191
22. CRSI	Concrete Reinforcing Steel Institute 9333 North Plum Grove Road, Schaumburg, IL 60173
23. EJMA	Expansion Joint Manufacturers Association 25 North Broadway, Tarrytown, NY 10591
24. FM	FM Global FM Global Corporate Offices, 270 Central Avenue, Johnston, RI 02919
25. FTI	Facing Tile Institute Box 8880, Canton, OH 44711

26. GA	Gypsum Association 6525 Belcrest Road Suite 480, Hyattsville, MD 20782
27. GANA	Glass Association of North America 800 SW Jackson Street Suite 1500, Topeka, KS 66612-1200
28. ICC	International Code Council 500 New Jersey Avenue NW 6th Floor, Washington, DC 20001
29. IES	Illuminating Engineering Society 120 Wall Street, Floor 17, New York, NY 10005-4001
30. MIL	Military Specifications Naval Publications and Forms Center 5801 Tabor Avenue, Philadelphia, PA 19120
31. NAAMM	National Association of Architectural Metal Manufacturers 800 Roosevelt Road Building C Suite 312, Glen Ellyn, IL 60137
32. NCMA	National Concrete Masonry Association 13750 Sunrise Valley Drive, Herndon, VA 20171-4662
33. NECA	NECA National Electrical Contractors Association 3 Bethesda Metro Center Suite 1100, Bethesda, MD 20814
34. NEMA	National Electrical Manufacturers Association 1300 North 17th Street Suite 1752, Rosslyn, VA 22209
35. NFPA	National Fire Protection Association 1 Batterymarch Park, Quincy, MA 02169-7471
36. NIST	National Institute of Standards and Technology (U.S. Department of Commerce), 100 Bureau Drive, Stop 1070 Gaithersburg, MD 20899-1070
37. NRCA	National Roofing Contractors Association 10255 West Higgins Road Suite 600, Rosemont, IL 60018-5607
38. NSF	National Sanitation Foundation International P.O. Box 130140, 789 North Dixboro Road, Ann Arbor, MI 48113-0140
39. OSHA	Occupational Safety & Health Administration 200 Constitution Avenue NW, Washington, DC 20210
40. PCA	Portland Cement Association 5420 Old Orchard Road, Skokie, IL 60077
41. PCI	Prestressed Concrete Institute 200 West Adams Street Suite 2100, Chicago, IL 60606

42. SAE — Society of Automotive Engineers
SAE World Headquarters
400 Commonwealth Drive, Warrendale, PA 15096-0001

43. SDI — Steel Deck Institute
P.O. Box 25, Fox River Grove, IL 60021

44. SDI — Steel Door Institute
30200 Detroit Road, Westlake, OH 44145-1987

45. SIGMA — Sealed Insulating Glass Manufacturers Assoc.
401 North Michigan Avenue Suite 2400, Chicago, IL 60611

46. SJI — Steel Joist Institute
234 Cheves Street, Florence, SC 29501

47. SMACNA — Sheet Metal and Air Conditioning
Contractor's National Association
4201 Lafayette Center Drive, Chantilly, VA 20151-1219

48. SSPC — Society for Protective Coatings
40 24th Street 6th Floor, Pittsburgh, PA 15222-4656

49. TCA — Tile Council of America
100 Clemson Research Boulevard, Anderson, SC 29625

50. UL — Underwriters Laboratories
333 Pfingston Road; Northbrook, IL 60062

1.04 SUBMITTALS

A. For OWNER's records, CONTRACTOR shall submit copies of permits, licenses, certifications, inspection reports, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the Work.

1.05 DEFINITIONS

A. Indicated:
1. The term “indicated” is a cross-reference to details, notes, or schedules on the drawings, to other paragraphs or schedules in the specifications and to similar means of recording requirements in the Contract Documents.
2. Where terms such as “shown,” “noted,” “scheduled,” and “specified” are used in lieu of “indicated”, it is for the purpose of helping the reader locate cross-reference, and no limitation is intended except as specifically noted.

B. Approve (or Words of Similar Nature):
1. Where used in conjunction with ENGINEER's response to submittals, requests, applications, inquiries, reports, and claims by CONTRACTOR, the meaning of the term “approve” will be held to the limitation of ENGINEER's responsibilities and duties as specified in Paragraph 1.02.B.1. of the General Conditions.

2. In no case will “approval” by ENGINEER be interpreted as a release of CONTRACTOR from responsibility to fulfill requirements of the Contract Documents.

C. Minimum Requirements:
1. Indicated requirements are for a specific minimum acceptable level of quality or quantity, as recognized in the industry.
2. Actual work must comply with (or within specified tolerances) or exceed minimums.
3. CONTRACTOR shall refer uncertainties to ENGINEER before proceeding.

D. Abbreviations: Abbreviations, where not defined in the Contract Documents, will be interpreted to mean the normal construction industry terminology.

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01 45 00

QUALITY CONTROL

PART 1–GENERAL

1.01 SUMMARY

A. Work Includes:
   1. Quality Assurance–Control of Installation.
   2. Tolerances.
   3. Manufacturers' Field Services and Reports.

1.02 QUALITY ASSURANCE–CONTROL OF INSTALLATION

A. CONTRACTOR shall monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship to produce Work of specified quality.

B. CONTRACTOR shall comply with manufacturers' instructions, including each step in sequence.

C. Should manufacturers' instructions conflict with Contract Documents, CONTRACTOR shall request clarification from ENGINEER before proceeding.

D. CONTRACTOR shall comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

E. Work shall be performed by persons qualified to produce workmanship of specified quality.

F. CONTRACTOR shall secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.03 TOLERANCES

A. CONTRACTOR shall monitor tolerance control of installed products to produce acceptable work and shall not permit tolerances to accumulate.

B. CONTRACTOR shall comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, CONTRACTOR shall request clarification from ENGINEER before proceeding.

C. CONTRACTOR shall adjust products to appropriate dimensions; position before securing products in place.

1.04 MANUFACTURERS' FIELD SERVICES AND REPORTS

A. When specified in individual specification sections or when requested by ENGINEER, CONTRACTOR shall require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, and quality of workmanship.

B. CONTRACTOR shall submit qualifications of observer to ENGINEER 30 days in advance of required observations.

C. CONTRACTOR shall report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

D. CONTRACTOR shall submit report in duplicate within 30 days of observation to ENGINEER for information.

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01 57 00

TEMPORARY CONTROLS

PART 1–GENERAL

1.01 SUMMARY

A. Work Included:
1. Dust Control.
2. Water, Erosion, and Sediment Control.
3. Noise Control.
4. Traffic Control.
5. Site Security.
6. Daily Cleanup.

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

3.01 DUST CONTROL

A. CONTRACTOR shall execute the Work by methods to minimize raising dust from construction operations.

B. CONTRACTOR shall provide positive means to prevent airborne dust from dispersing into atmosphere.

C. CONTRACTOR shall provide partitions, enclosures, etc., within buildings as necessary to confine dust and protect adjacent areas.

3.02 WATER, EROSION, AND SEDIMENT CONTROL

A. CONTRACTOR shall grade site to drain and shall maintain excavations free of water. Provide, operate, and maintain pumping equipment.

B. CONTRACTOR shall protect Site from puddling or running water.

C. CONTRACTOR shall provide erosion control measures as necessary to control discharge of sediment laden water to surface waters and wetlands.

D. Except as provided for in the document, overland discharge of water from dewatering operations shall not be allowed. Depending on water quality, such water shall either be piped directly to the surface water or shall be directed to sedimentation basins or other such structures or features prior to discharge to surface waters so as not to cause damage to existing ground and improvements, erosion, or deposition in the discharge area.

E. CONTRACTOR shall use jute or synthetic netting, silt fences, straw bales, dikes, channels, and other applicable measures to prevent erosion of soils disturbed by its construction operation.

F. Restoration of the Site shall proceed concurrently with the construction operation. See Drawings and Specifications for erosion control measures in addition to that which may be required above.

3.03 NOISE CONTROL

A. Provide methods, means, and facilities to minimize noise produced by construction operations.

3.04 TRAFFIC CONTROL

A. CONTRACTOR shall be responsible for providing all signs, barricades, flagmen, and other traffic control devices in the construction zone.

B. Conduct operations with minimum interference to roadways.

C. Do not close or obstruct roadways without approval of OWNER.

D. Maintain one-way traffic on streets at all times.

3.05 SITE SECURITY

A. CONTRACTOR shall have the sole responsibility of safeguarding the Site perimeter to prevent unauthorized entry to the Site throughout the duration of the Project. CONTRACTOR shall at all times provide such permanent and temporary fencing or barricades or other measures as may be necessary to restrict unauthorized entry to its construction area including construction in public rights-of-way or easements. Site security measures shall include safeguards against attractive nuisance hazards as a result of construction activity.

B. CONTRACTOR shall at all times be responsible for the security of the Work including materials and equipment. OWNER will not take any responsibility for missing or damaged equipment, tools, or personal belongings. CONTRACTOR shall have the sole responsibility of safeguarding the Work and the Site throughout the duration of the Project.

3.06 DAILY CLEANUP

A. CONTRACTOR shall clean up the Site and remove all rubbish on a daily basis.

B. CONTRACTOR shall clean up public streets and highways and remove any dirt, mud, or other materials due to project traffic on daily basis and shall comply with all local and state ordinances and permit requirements.

END OF SECTION

SECTION 01 60 00

MATERIALS AND EQUIPMENT

PART 1–GENERAL

1.01 SUMMARY

A. Work Included: CONTRACTOR shall be responsible for the delivery, handling, storage and protection of all material and equipment required to complete the Work as specified herein.

B. Related Sections and Divisions: Specific requirements for the handling and storage of material and equipment are described in other sections of these Specifications.

1.02 PRODUCTS

A. Components required to be supplied in quantity within a Specification section shall be the same, and shall be interchangeable.

B. CONTRACTOR shall not use materials and equipment removed from existing construction, except as specifically required, or allowed, by the Contract Documents.

C. When any construction deviations from the Drawings and/or Specifications necessary to accommodate equipment supplied by CONTRACTOR, result in additional costs to CONTRACTOR or other contractors, such additional costs shall be borne by CONTRACTOR. CONTRACTOR shall also pay any additional costs necessary for revisions of Drawings and/or Specifications by ENGINEER.

D. Each major component of equipment shall bear a nameplate giving the name and address of the manufacturer and the catalogue number or designation.

1.03 TRANSPORTATION AND HANDLING

A. Materials, products and equipment shall be properly containerized, packaged, boxed, and protected to prevent damage during transportation and handling.

B. CONTRACTOR shall not overload any portion of the structure in the transporting or storage of materials.

C. CONTRACTOR shall not damage other construction by careless transportation, handling, spillage, staining or impact of materials.

D. CONTRACTOR shall provide equipment and personnel to handle products, including those provided by OWNER, by methods to prevent soiling and damage.

E. CONTRACTOR shall provide additional protection during handling to prevent marring and otherwise damaging products, packaging, and surrounding surfaces.

F. CONTRACTOR shall handle product by methods to avoid bending or overstressing. Lift large and heavy components only at designated lift points.

1.04 DELIVERY AND RECEIVING

A. CONTRACTOR shall arrange deliveries of products in accordance with the Progress Schedule, allowing time for observation prior to installation.

B. CONTRACTOR shall coordinate deliveries to avoid conflict with the Work and conditions at the Site; work activities of other contractors or OWNER; limitations on storage space; availability of personnel and handling equipment and OWNER's use of premises.

C. CONTRACTOR shall deliver products in undamaged, dry condition, in original unopened containers or packaging with identifying labels intact and legible.

D. CONTRACTOR shall clearly mark partial deliveries of component parts of equipment to identify equipment and contents to permit easy accumulation of parts and to facilitate assembly.

E. Immediately on delivery, CONTRACTOR shall inspect shipment to review that:
   1. Product complies with requirements of Contract Documents and reviewed submittals.
   2. Quantities are correct.
   3. Accessories and installation hardware are correct.
   4. Containers and packages are intact and labels legible.
   5. Products are protected and undamaged.

1.05 STORAGE AND PROTECTION

A. General:
   1. CONTRACTOR shall store products, immediately on delivery, in accordance with manufacturer's instructions, with all seals and labels intact and legible.
   2. Any additional off-site space required shall be arranged by CONTRACTOR.
   3. CONTRACTOR shall allocate the available storage areas and coordinate their use by the trades on the job.
   4. CONTRACTOR shall arrange storage in a manner to provide access for maintenance of stored items and for observation.

B. In enclosed storage, CONTRACTOR shall:
   1. Provide suitable temporary weather tight storage facilities as may be required for materials that will be damaged by storage in the open.
   2. Maintain temperature and humidity within ranges stated in manufacturer's instructions.
   3. Provide ventilation for sensitive products as required by manufacturer's instructions.
   4. Store unpacked and loose products on shelves, in bins, or in neat groups of like items.
   5. Store solid materials such as insulation, tile, mechanical and electrical equipment, fittings, and fixtures under shelter, in original packages, away from dampness and other hazards.
   6. Store liquid materials away from fire or intense heat and protect from freezing.

C. At exterior storage, CONTRACTOR shall:
   1. Store unit materials such as concrete block, brick, steel, pipe, conduit, door frames, and lumber off ground, out of reach of dirt, water, mud and splashing.
   2. Store tools or equipment that carry dirt outside.
   3. Store large equipment so as not to damage the Work or present a fire hazard.
   4. Cover products subject to discoloration or deterioration from exposure to the elements, with impervious sheet material and provide ventilation to avoid condensation.

5. Completely cover and protect any equipment or material which is prime coated or finish painted with secured plastic or cloth tarps. Store out of reach of dirt, water, mud and splashing.
6. Store loose granular materials on clean, solid surfaces such as pavement, or on rigid sheet materials, to prevent mixing with foreign matter.
7. Provide surface drainage to prevent erosion and ponding of water.
8. Prevent mixing of refuse or chemically injurious materials or liquids.
9. Cover aggregates such as sand and gravel in cold wet weather.
10. Remove all traces of piled bulk materials at completion of work and return site to original or indicated condition.

1.06 MAINTENANCE OF STORAGE

A. CONTRACTOR shall periodically inspect stored products on a scheduled basis.

B. CONTRACTOR shall verify that storage facilities comply with manufacturer's product storage requirements, and verify that manufacturer required environmental conditions are maintained continually.

C. CONTRACTOR shall verify that surfaces of products exposed to the elements are not adversely affected and that any weathering of finishes is acceptable under requirements of Contract Documents.

D. CONTRACTOR shall perform scheduled maintenance of equipment in storage as recommended by the manufacturer. A record of the maintenance shall be kept and turned over to ENGINEER when the equipment is installed.

1.07 INSTALLATION REQUIREMENTS

A. Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the respective manufacturers, unless otherwise specified.

B. After installation, CONTRACTOR shall protect all materials and equipment against weather, dust, moisture, and mechanical damage.

C. CONTRACTOR shall be responsible for all damages that occur in connection with the care and protection of all materials and equipment until completion and final acceptance of the Work by OWNER. Damaged material and equipment shall be immediately removed from the Site.

1.08 EQUIPMENT WARRANTIES

A. Warranties shall be nonprorated, include all parts and labor, and be in written form. Warranties shall specifically exclude buyer's indemnification language. Warranty language shall not eliminate manufacturer’s responsibility for sizing of the equipment. During warranty period, manufacturer shall be responsible for any travel expenses, outside contractor fees, and rental equipment fees associated with providing warranty service. Manufacturer shall pay expenses incurred for repairs and parts replacement not made by manufacturer if manufacturer’s response is not within 72 hours of notification by OWNER. Warranty language shall be provided with the shop drawings.

1.09 CONCRETE EQUIPMENT BASE

A. Cast-in-place concrete equipment bases shall be provided for all new and relocated equipment including electrical control panels, motor control centers, switchgear, etc. Concrete equipment bases shall be provided by CONTRACTOR except where specifically noted to be provided by others. Bases shall be 3 1/2-inch minimum height and shall be a minimum of 3 inches larger than equipment being supported. Grouting of equipment bases shall be as recommended by equipment manufacturer.

B. Concrete and grout shall meet applicable sections of the specifications.

C. Provide all anchor bolts, metal shapes and templates to be cast in concrete or used to form concrete for support of equipment.

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01 77 00

CONTRACT CLOSEOUT

PART 1–GENERAL

1.01 SUMMARY

A. Work Included:
1. Closeout procedures.
2. Final cleaning.
3. Adjusting.
4. Project record documents.
5. Warranties.
6. Spare parts and maintenance materials.

1.02 CLOSEOUT PROCEDURES

A. CONTRACTOR shall provide submittals to ENGINEER that are required by governing or other authorities.

B. CONTRACTOR shall comply with General Conditions and Supplementary Conditions and complete the following before requesting ENGINEER's observation of the Work or designated portion thereof for substantial completion.
1. Submit executed warranties, workmanship bonds, maintenance agreements, inspection certificates, and similar required documentation for specific units of Work, enabling OWNER's unrestricted occupancy and use.
2. Submit record documentation, maintenance manuals, tools, spare parts, keys, and similar operational items.
3. Submit consent of surety (if surety required in Contract).
4. Complete final cleaning, touch-up work of marred surfaces, and remove temporary facilities and tools.

1.03 FINAL CLEANING

A. It is CONTRACTOR's responsibility to completely clean the construction site at the completion of the Work.

B. CONTRACTOR shall clean areas of the building in which painting and finishing work is to be performed just prior to the start of this work and maintain these areas in satisfactory condition for painting and finishing. This cleaning includes:
1. Removal of trash and rubbish from these areas.
2. Broom cleaning of floors.
3. Removal of any plaster, mortar, dust, and other extraneous materials from finish surfaces, including but not limited to exposed structural steel, miscellaneous metal, masonry, concrete, mechanical equipment, piping, and electrical equipment.

C. In addition to the cleaning specified above and the more specific cleaning that may be required in various technical sections of the Specifications, CONTRACTOR shall prepare the Project for occupancy by a thorough cleaning throughout, which shall include the following:

1. Clean interior and exterior glass surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
2. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
3. Replace filters of operating equipment.
4. Clean debris from roofs, gutters, downspouts, and drainage systems.
5. Clean site; sweep paved areas, rake clean landscaped surfaces.
6. Remove waste and surplus materials, rubbish, and construction facilities from the Site.

1.04 ADJUSTING

A. CONTRACTOR shall adjust operating products and equipment to provide smooth and unhindered operation.

1.05 PROJECT RECORD DOCUMENTS

A. CONTRACTOR shall maintain on Site one set of the following record documents to record actual revisions to the Work:
   1. Drawings.
   2. Specifications.
   3. Addenda.
   4. Change orders and other modifications to the Contract.
   5. Reviewed shop drawings, product data, and samples.
   6. Manufacturer's instruction for assembly, installation, and adjusting.

B. CONTRACTOR shall make entries that are complete and accurate, enabling future reference by OWNER.

C. CONTRACTOR shall store record documents separate from documents used for construction.

D. CONTRACTOR shall record information concurrent with construction progress.

E. Specifications: CONTRACTOR shall legibly mark and record at each Product section description of actual products installed, including the following:
   1. Manufacturer's name and product model and number.
   2. Product substitutions or alternates utilized.
   3. Changes made by addenda and modifications.

F. Record Drawings: CONTRACTOR shall legibly mark each item to record actual construction including:
   1. Measured depths of foundations in relation to finish floor datum.
   2. Measured horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements.
   3. Measured locations of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of the work.
   4. Field changes of dimension and detail.
   5. Details not on original Contract drawings.

1.06 WARRANTIES

A. CONTRACTOR shall provide warranties beyond project one-year warranty as required by technical sections and as follows.

B. Submit warranty information as follows:
   1. Provide notarized copies.
   2. Execute and assemble transferable warranty documents from Subcontractors, suppliers, and manufacturers, and provide Table of Contents and assemble in three-ring binder with durable cover.
   3. Submit with request for certificate of Substantial Completion.
   4. For items of work delayed beyond date of Substantial Completion, provide updated submittal within 10 days after acceptance listing date of acceptance as start of warranty period.

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

NOT APPLICABLE

END OF SECTION

FEDERAL WAGE RATES

Owner Review DRAFT-(7-22-19)

Sample Certification

The following information is provided as a sample letter of step certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name
Company Address
City, State Zip

Subject: American Iron and Steel Step Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:
1. Xxxx
2. Xxxx
3. Xxxx

Such process took place at the following location:

_____

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

AMERICAN IRON AND STEEL SAMPLE CERTIFICATION

Owner Review DRAFT-(7-22-19)

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

OFFICE OF WATER

DECISION MEMORANDUM

SUBJECT: De Minimis Waiver of Section 436 of P.L. 113-76, Consolidated Appropriations Act (CAA), 2014

FROM: Nancy K. Stoner
Acting Assistant Administrator

The EPA is hereby granting a nationwide waiver pursuant to the "American Iron and Steel (AIS)" requirements of P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), section 436 under the authority of Section 436(b)(1) (public interest waiver) for de minimis incidental components of eligible water infrastructure projects. This action permits the use of products when they occur in de minimis incidental components of such projects funded by the Act that may otherwise be prohibited under section 436(a). Funds used for such de minimis incidental components cumulatively may comprise no more than a total of 5 percent of the total cost of the materials used in and incorporated into a project; the cost of an individual item may not exceed 1 percent of the total cost of the materials used in and incorporated into a project.

P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), includes an "American Iron and Steel" (AIS) requirement in section 436 that requires Clean Water State Revolving Loan Fund (CWSRF) and Drinking Water State Revolving Loan Fund (DWSRF) assistance recipients to use specific domestic iron and steel products that are produced in the United States if the project is funded through an assistance agreement executed beginning January 17, 2014 (enactment of the Act), through the end of Fiscal Year 2014, unless the agency determines it necessary to waive this requirement based on findings set forth in Section 436(b). The Act states, "[the requirements] shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency…finds that— (1) applying subsection (a) would be inconsistent with the public interest" 436(b)(1).

In implementing section 436 of the Act, the EPA must ensure that the section's requirements are applied consistent with congressional intent in adopting this section and in the broader context of the purposes, objectives, and other provisions applicable to projects funded under the SRF. Water infrastructure projects typically contain a relatively small number of high-cost components incorporated into the project. In bid solicitations for a project, these high-cost components are generally described in detail via project specific technical specifications. For these major components, utility owners and their contractors are generally familiar with the conditions of availability, the potential alternatives for each detailed specification, the approximate cost, and the country of manufacture of the available components.

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Every water infrastructure project also involves the use of thousands of miscellaneous, generally low-cost components that are essential for, but incidental to, the construction and are incorporated into the physical structure of the project. For many of these incidental components, the country of manufacture and the availability of alternatives is not always readily or reasonably identifiable prior to procurement in the normal course of business; for other incidental components, the country of manufacture may be known but the miscellaneous character in conjunction with the low cost, individually and (in total) as typically procured in bulk, mark them as properly incidental. Examples of incidental components could include small washers, screws, fasteners (i.e., nuts and bolts), miscellaneous wire, corner bead, ancillary tube, etc. Examples of items that are clearly not incidental include significant process fittings (i.e., tees, elbows, flanges, and brackets), distribution system fittings and valves, force main valves, pipes for sewer collection and/or water distribution, treatment and storage tanks, large structural support structures, etc.

The EPA undertook multiple inquiries to identify the approximate scope of de minimis incidental components within water infrastructure projects during the implementation of the American Reinvestment and Recovery Act (ARRA) and its requirements (Buy American provisions, specifically). The inquiries and research conducted in 2009 applies suitably for the case today. In 2009, the EPA consulted informally with many major associations representing equipment manufacturers and suppliers, construction contractors, consulting engineers, and water and wastewater utilities, and performed targeted interviews with several well-established water infrastructure contractors and firms who work in a variety of project sizes, and regional and demographic settings to ask the following questions:

- What percentage of total project costs were consumables or incidental costs?
- What percentage of materials costs were consumables or incidental costs?
- Did these percentages vary by type of project (drinking water vs. wastewater treatment plant vs. pipe)?

The responses were consistent across the variety of settings and project types, and indicated that the percentage of total costs for drinking water or wastewater infrastructure projects represented by these incidental components is generally not in excess of 5 percent of the total cost of the materials used in and incorporated into a project. In drafting this waiver, the EPA has considered the de minimis proportion of project costs generally represented by each individual type of these incidental components within the many types of such components comprising those percentages, the fact that these types of incidental components are obtained by contractors in many different ways from many different sources, and the disproportionate cost and delay that would be imposed on projects if the EPA did not issue this waiver.

Assistance recipients who wish to use this waiver should in consultation with their contractors determine the items to be covered by this waiver and must retain relevant documentation (i.e., invoices) as to those items in their project files.

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If you have any questions concerning the contents of this memorandum, please contact Timothy Connor, Chemical Engineer, Municipal Support Division, at connor.timothy@epa.gov or (202) 566-1059 or Kirsten Anderer, Environmental Engineer, Drinking Water Protection Division, at anderer.kirsten@epa.gov or (202) 564-3134.

Issued on: APR 15 2014

Approved by:

Nancy K. Stoner
Acting Assistant Administrator

USEPA DE MINIMIS WAIVER

SECTION 02 41 00

DEMOLITION

PART 1–GENERAL

1.01 SUMMARY

A. Work Included: All demolition, removal, and salvage work as shown on the drawings or specified herein to include, but not necessarily limited to the following: Gill Branch Drainage Channel.

B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

1.02 SUBMITTALS

A. CONTRACTOR shall submit permits and notices, if required, authorizing demolition.

1.03 QUALITY ASSURANCE

A. CONTRACTOR shall perform demolition, removal, and salvage in conformity with applicable federal, state, and local safety practices and code requirements.

B. CONTRACTOR shall contact all public utilities and shall shut off, cut and cap all utility services in accordance with utility requirements, codes, rules and regulations.

C. Obtain and pay for all necessary permits, licenses and certificates required.

1.04 SEQUENCE

A. No demolition, removal, or salvage work shall commence until approval to proceed has been granted by OWNER. Such work shall be completed in accordance with the construction sequence included in Division 01 of these specifications and in accordance with the construction phases of this project and work to be done by other contractors.

PART 2–PRODUCTS

2.01 GENERAL

A. Compacted fill shall meet the requirements of Section 31 23 00–Excavation, Fill, Backfill and Grading.

PART 3–EXECUTION

3.01 BREAKING DOWN AND REMOVING STRUCTURES

A. General:
1. All existing structures, with all attached parts and connections, shown on the drawings or specified to be removed or that interfere with the new construction, shall be entirely removed within the limits shown or specified, unless otherwise provided.
2. When a portion of any existing structure is to be retained, CONTRACTOR shall take care during construction operations so as not to impair the value of the retained portion.
   a. Complete all operations necessary for the removal of any existing structure which might endanger the new construction prior to the construction of the new work.
   b. Do not use any equipment or devices which might damage structures, facilities, or property which are to be preserved and retained.
3. When existing reinforcing is exposed at the surface of removal areas, CONTRACTOR shall burn back the reinforcing bars 2 inches and patch with nonshrink grout, unless noted otherwise.

B. Pavement, Curb, Gutter, Sidewalk, Driveways, Crosswalk, and Similar Structures:
1. Where portions of the existing structure are to be left in the surface of the finished work, CONTRACTOR shall remove the structure to an existing joint, or saw and chip the structure to a true line.
2. Sufficient removal shall be made to provide for proper grades and connections in the new work.

3.02 BACKFILL

A. CONTRACTOR shall fill all abandoned structures and excavations resulting from removal of structures and utilities with compacted fill. See Section 31 23 00–Excavation, Fill, Backfill, and Grading for required degree of compaction.

END OF SECTION

SECTION 03 11 00

CONCRETE FORMWORK

PART 1–GENERAL

1.01 SUMMARY

A. Work Included:
   1. Forms for cast-in-place concrete.
   2. Form accessories.
   3. Openings for other work.
   4. Form stripping.

B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

1.02 REFERENCES

A. ACI 117–Tolerances for Concrete Construction.

B. ACI 301–Structural Concrete for Buildings.

C. ACI 318–Building Code Requirements for Reinforced Concrete.

D. ACI 347–Recommended Practice for Concrete Formwork.

E. PS1–Construction and Industrial Plywood.

1.03 DESIGN

A. All formwork shall comply with ACI 347 and ACI 301.

B. CONTRACTOR shall assume the responsibility for the complete design and construction of the formwork.

1.04 SUBMITTALS

A. Submit shop drawings in accordance with Section 01 33 00–Submittals for form ties, form coatings, form liners (if any), and any other form accessories.

PART 2–PRODUCTS

2.01 FORMS

A. Forms shall be of wood, plywood, steel, fiberboard lined, or other approved materials which will produce concrete which meets the specified requirements. The type, size, quality, and shape of all materials of which the forms are made are subject to the review of ENGINEER.

B. Caution shall be exercised in the use of wood or composition forms or form liner to be certain that no chemical reaction will take place which causes a damaging effect on the concrete surface.

2.02 FORM TIES–NONREMOVABLE

A. Internal wall ties shall contain positive stops at the required wall thickness. The exterior clamp portions of the tie shall be adjustable in length. Ties shall have cones on the water side of water-containing structures. Ties shall also have cones on the exterior side of all structures which have PVC water-stopped construction joints. Ties shall provide a positive disconnection on both ends 1 to 1 1/2 inches inside the finished face of the concrete.

B. All wall ties used in the placement of structures which have PVC or hydrophilic water-stopped construction joints shall contain integral waterstops. All such ties shall be crimped or deformed in such a manner that the bond between concrete and tie cannot be broken in removal of the outer units. This portion of the tie shall not be removed prior to 24 hours after completion of the concrete placement.

C. The use of wood spacers and wire ties will not be approved.

2.03 FORM TIES–REMOVABLE

A. Taper ties which are designed to be removed entirely from the wall may be used with forms designed for this tie type and spacing.

B. Tie holes shall be plugged with either a neoprene plug, Sure-Plug by Dayton Superior, Inc., or an EPDM rubber plug, X-Plug by Sika Greenstreak, or equal.

C. Cementitious waterproofing material for patching taper tie holes shall be Hey Di K-11, Xypex Patch-N-Plug, or equal. Taper tie holes above the normal operating water surface shall be patched with mortar mix as specified in Section 03 30 00–Cast-in-Place Concrete for patching tie holes.

2.04 FORM COATINGS

A. Provide commercial formulation form-coating compounds that will not bond with, stain, nor adversely affect concrete surfaces requiring bond or adhesion, nor impede the wetting of surfaces to be cured with water or curing compounds.

2.05 CHAMFER STRIPS

A. Provide 3/4-inch by 3/4-inch wood or plastic chamfer strips at all exposed corners, except as noted.

2.06 KEYWAYS

A. Keyways shall be formed with wood inserts.

PART 3–EXECUTION

3.01 CONSTRUCTION

A. Forms shall conform to the shape, line, grade, and dimensions as shown on the drawings. They shall be mortar-tight and sufficiently rigid to prevent displacement or sagging between supports and shall support the loads and pressures without deflection from the prescribed lines. They shall be properly braced or tied together so as to maintain position and shape. Spacing of ties shall be recommended by the tie manufacturer.

B. Formwork and finished concrete construction shall meet the tolerances specified in ACI 117.

C. When forms are placed for successive concrete placement, thoroughly clean concrete surfaces, remove fins and laitance, and tighten forms to close all joints. Align and secure joints to avoid offsets.

D. At the request of ENGINEER, temporary openings shall be provided at the base of column forms and wall forms and at other points where necessary to facilitate cleaning and observation immediately before depositing concrete.

E. Provide inserts and provide openings in concrete form work to accommodate work of other trades. Verify size and location of openings, recesses, and chases with the trade requiring such items. Securely support items to be built into forms.

F. Provide top forms for inclined surfaces where the slope is too steep to place and vibrate concrete.

G. Bevel wood inserts for forming keyways (except in expansion joints where inserts shall have square edges), reglets, recesses, and the like to allow for ease of removal. Inserts shall be securely held in place prior to concrete placement. Unless otherwise shown, chamfer strips shall be placed in the angles of the forms to provide 3/4-inch bevels at exterior edges and corners of all exposed concrete.

H. The forms shall be oiled with a field-applied commercial form oil or a factory-applied nonabsorptive liner. Oil shall not stain or impede the wetting of surfaces to be cured with water or curing compounds. The forms shall be coated prior to placing reinforcing steel. Oil on reinforcement will not be permitted.

I. All form surfaces shall be thoroughly cleaned, patched, and repaired before reusing and are subject to review of ENGINEER.

3.02 FORM REMOVAL

A. Supporting forms and shoring shall not be removed until the member has acquired sufficient strength to support its own weight and the construction live loads on it.

B. All form removal shall be accomplished in such a manner that will prevent injury to the concrete.

C. Forms shall not be removed before the expiration of the minimum times as stated below or until the concrete has attained its minimum 28-day design strength as confirmed by concrete cylinder tests, unless specifically authorized by ENGINEER.
   1. Wall and vertical faces: 24 hours.
   2. Beams and elevated slabs: 14 days.

END OF SECTION

SECTION 03 20 00

CONCRETE REINFORCEMENT

PART 1–GENERAL

1.01 SUMMARY

A. Work includes providing complete, in-place, all steel and fibers required for reinforcement of cast-in-place concrete as shown on the drawings.

B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

1.02 REFERENCES

A. Applicable standards listed in this section include, but are not necessarily limited to the following:
1. ACI 315–Manual of Standard Practice for Detailing Reinforced Concrete Structures.
2. ACI 318–Building Code Requirements for Reinforced Concrete.
3. ASTM A1064–Standard Specifications for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete.
4. ASTM A615–Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
5. ASTM A996–Standard Specification for Rail-Steel and Axle-Steel Deformed Bars for Concrete Reinforcing.
6. ASTM C1116-Standard Specification for Fiber-Reinforced Concrete.
7. CRSI–Manual of Standard Practice.

1.03 SUBMITTALS

A. Comply with pertinent provisions of Section 01 33 00–Submittals.

B. Provide complete shop drawings of all material to be furnished and installed under this section:
1. Before fabrication of the reinforcement is begun, CONTRACTOR shall obtain the approval of ENGINEER on reinforcing bar lists and placing drawings.
2. These drawings and lists shall show in detail the number, size, length, bending, and arrangement of the reinforcing. Reinforcing supports shall also be located on the shop drawings.
3. Shop drawings shall be in accordance with ACI 315.

1.04 PRODUCT HANDLING

A. Delivery:
1. Deliver reinforcement to the job site bundled, tagged, and marked.
2. Use metal tags indicating bar size, lengths, and other information corresponding to markings shown on placement diagrams.

B. Storage: Store reinforcement at the job site on blocks and in a manner to prevent damage and accumulation of dirt and excessive rust.

PART 2–PRODUCTS

2.01 MATERIALS

A. Reinforcing bars shall comply with ASTM A615 or A996 Type R, Grade 60. Reinforcing bars required to be welded shall be ASTM A706 low alloy.

B. Steel wire and welded wire fabric shall comply with ASTM A1064. Fabric shall be provided in flat sheets. Rolled fabric shall not be used.

C. Reinforcement supports including bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcement in place shall be:
   1. Wire bar-type supports complying with CRSI recommendations, unless otherwise indicated.
   2. For slabs on grade, supports with sand plates, or horizontal runners where base material will not support chair legs.
   3. For exposed-to-view concrete surfaces or where the concrete surface will be exposed to weather or moisture, where legs of supports are in contact with forms, supports with either hot-dipped galvanized or plastic protected legs.
   4. When supports bear directly on the ground and it is not practical to use steel bar supports, precast concrete blocks may be used to support only the bottom lift of reinforcement. The precast blocks must be solid, be of an equal or higher strength than the concrete being placed, must provide adequate support to the reinforcement, and be of proper height to provide specified reinforcing cover. The use of face bricks, hollow concrete blocks, rocks, wood blocks, or other unapproved objects will not be permitted.

D. Mechanical Splices and Threaded Couplers:
   1. Mechanical splices shall be Zap Screwlok by Bar Splice Products, Inc., or equal.
   2. Threaded couplers and dowel bar replacements shall be Dowel Bar Splicer System by Dayton/Richmond, or equal.
   3. Mechanical splices and couplers shall be capable of developing at least 125% of the yield strength of the reinforcing bar.

2.02 FABRICATION

A. General:
   1. Fabricate reinforcing bars to conform to required shapes and dimensions with fabrication tolerances which comply with CRSI Manual.
   2. In case of fabricating errors, do not rebend or straighten reinforcement in a manner that will injure or weaken the material.
   3. Unless otherwise shown on the drawings, all end hook dimensions shall conform with “ACI Standard Hooks.”

B. Reinforcement with any of the following defects shall be deemed unacceptable and will not be permitted in the work:
   1. Bar lengths, depths, and bends exceeding specified fabrication tolerances.
   2. Bend or kinks not indicated on drawings or final shop drawings.
   3. Bar with reduced cross section because of excessive rusting or other cause.

PART 3–EXECUTION

3.01 INSPECTION

A. Examine the substrate, formwork, and the conditions under which concrete reinforcement is to be placed.

B. Correct conditions detrimental to the proper and timely completion of the work.

C. Do not proceed until unsatisfactory conditions have been corrected.

3.02 INSTALLATION

A. General:
   1. Comply with the specified standards for details and methods of placing reinforcement and supports.
   2. Clean reinforcement to remove loose rust, mill scale, earth, and other materials which reduce or destroy bond with concrete.

B. Placing Reinforcement:
   1. All reinforcing shall be placed in accordance with Contract drawings and with shop drawings stamped and approved by ENGINEER.
   2. Position, support, and secure reinforcing against displacement by formwork, construction, or concrete placement operations.
   3. Support reinforcing by metal chairs, runners, bolsters, spacers, and hangers as needed.
   4. Unless otherwise shown on the drawings, the reinforcement is to be so detailed and placed as to allow the following concrete protection:
      a. Three inches of cover where the concrete is placed directly against ground.
      b. Two inches of cover where the concrete is placed in forms but is to be exposed to weather, liquid, or the ground.
      c. One-inch cover in slabs and walls not exposed to weather, liquid, or the ground.
      d. One and one-half-inch cover in beams, girders, and columns not exposed to weather, liquid, or the ground. This cover applies to beam stirrups and column ties where applicable.
   5. Reinforcement shall be positioned within ±3/8-inch for members with depth to tension reinforcing from compression face less than or equal to 8 inches. Tolerance shall be ±1/2 inch for members with depth to tension reinforcing from compression face greater than 8 inches. Tolerance on dimension between adjacent bars in slab and wall reinforcing mats shall be 1 inch. Secure against displacement by anchoring at the supports and bar intersections with wire or clips.
   6. Bars shall be securely tied at all intersections except where spacing is less than 1 foot in each direction when alternate intersections shall be tied. To avoid interference with embedded items, bar spacing may be varied slightly if acceptable to ENGINEER. Tack welding of reinforcing will not be permitted.
   7. Set wire ties so that twisted ends are directed away from exposed concrete surfaces.
   8. If reinforcing must be cut because of openings or embedded items in the concrete, additional reinforcing must be provided adjacent to the opening at least equal in cross sectional area to that reinforcing which was cut, and it shall extend a minimum of 36 bars diameters beyond the opening on each side or as shown on the drawings.
   9. Wall reinforcing mats shall be secured in a vertical plane by providing clearance from forms with bar supports and by using Z-shaped bars at ±4 feet on center wired between two mats of steel, spacing and staying both of them. Nails shall not be driven into the

forms to support reinforcement and neither shall wire for this purpose come in contact with the forms. Alternate top transverse bars in slab shall be supported by individual bar chairs at approximately 3-foot 0-inch centers. Bottom longitudinal bars shall be supported by continuous bar chairs at approximately 4-foot 0-inch centers.

10. If carrier bars are to be used, CONTRACTOR shall provide reinforcing bars for this purpose in addition to the reinforcing called for by the drawings and specifications.

C. Reinforcement Supports:
   1. Strength and number of supports shall be sufficient to carry reinforcement.
   2. Do not place reinforcing bars more than 2 inches beyond the last leg of any continuous bar support.
   3. Do not use supports as bases for runways for concrete-conveying equipment and similar construction loads.

D. Welded Wire Fabric:
   1. Install welded wire fabric in as long of lengths as practicable.
   2. Lap adjoining pieces at least one full mesh.
   3. Fabric shall be supported with bar supports.

E. Splices:
   1. Provide standard reinforcement splices by lapping ends, placing bars in contact, and tightly wire tying.
   2. Lap splices in reinforcing shall be provided as shown on the drawings. Where lap splice lengths are not shown on the drawings, provide Class B, Category 1 lap splices in accordance with ACI 318.
   3. Mechanical splices and threaded dowel bar inserts may be used where approved by ENGINEER.

F. Embedded Items:
   1. Allow other trades to install embedded items as necessary.
   2. Particularly after bottom layer of reinforcing is placed in slabs, allow electrical contractors to install conduit scheduled for encasement in slabs prior to placing upper layer of reinforcing.

G. Minimum Reinforcing: Where reinforcing is not shown, provide a minimum of No. 4 at 8-inch centers each way in members 10 inches or less in thickness and No. 5 at 12-inch centers each way in each face in members greater than 10 inches thick.

END OF SECTION

SECTION 03 30 00

CAST-IN-PLACE CONCRETE

PART 1–GENERAL

1.01 SUMMARY

A. Work Included:
   1. All cast-in-place concrete as shown except as noted otherwise.
   2. Expansion joint fillers, bonding agents, curing compounds, nonshrink grout, and other related items and accessories.

B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

1.02 REFERENCES

A. ACI 211.1–Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete.

B. ACI 301–Specifications for Structural Concrete.

C. ACI 304R–Guide for Measuring, Mixing, Transporting, and Placing Concrete.

D. ACI 305R–Guide to Hot Weather Concreting.

E. ACI 306R–Guide to Cold Weather Concreting.

F. ACI 308–Specification for Curing Concrete.

G. ACI 309–Guide for Consolidation of Concrete.

H. ACI 318–Building Code Requirements for Structural Concrete and Commentary.

I. ASTM C31–Standard Practice for Making and Curing Concrete Test Specimens in the Field.

J. ASTM C33–Standard Specification for Concrete Aggregates.

K. ASTM C39–Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.

L. ASTM C40–Standard Test Method for Organic Impurities in Fine Aggregates for Concrete.

M. ASTM C88-Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate.

N. ASTM C94–Standard Specification for Ready-Mixed Concrete.

O. ASTM C143–Standard Test Method for Slump of Hydraulic-Cement Concrete.

P. ASTM C150–Standard Specification for Portland Cement.

Q. ASTM C156–Standard Test Method for Water Loss (from a Mortar Specimen) Through Liquid Membrane-Forming Curing Compounds for Concrete.

R. ASTM C172–Standard Practice for Sampling Freshly Mixed Concrete.

S. ASTM C231–Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method.

T. ASTM C260–Standard Specification for Air-Entraining Admixtures for Concrete.

U. ASTM C309–Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete.

V. ASTM C494–Standard Specification for Chemical Admixtures for Concrete.

W. ASTM C618–Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete.

X. ASTM C652–Standard Specification for Hollow Brick (Hollow Masonry Units Made From Clay or Shale).

Y. ASTM D994–Standard Specification for Preformed Expansion Joint Filler for Concrete (Bituminous Type).

Z. ASTM D1752–Standard Specification for Preformed Sponge Rubber Cork and Recycled PVC Expansion Joint Fillers for Concrete Paving and Structural Construction.

1.03 SUBMITTALS

A. Submit shop drawings in accordance with Section 01 33 00–Submittals.

B. Submit the following information:
1. Gradation of fine and coarse aggregate–ASTM C33.
2. Specific gravity and dry rodded density of each aggregate.
3. Test of deleterious substances in fine and coarse aggregate–ASTM C33.
4. Design mix of each individual concrete mix to be used.
5. Previous test results or trial batch results with 7- and 28-day compressive strengths for each concrete mix proposed.
6. Certified mill test results for cement identifying brand, type, and chemistry of cement to be used.
7. Brand, type, principal ingredient, and amount of each admixture to be used.

C. It is important that the above data be submitted to ENGINEER well in advance of anticipated concreting operations to avoid any delay in construction.

PART 2–PRODUCTS

2.01 CEMENT

A. Cement shall be Portland cement conforming to ASTM C150. Cement used for structures exposed to wastewater, sludge, combined sewage, or sanitary sewage shall be Type II or Type I/II. All other cement shall be Type I or Type I/II. Type III cement shall be used only

when permitted by ENGINEER. All cement shall be the product of one reputable manufacturer and mill.

B. Cement shall be stored in a dry, weathertight, properly ventilated structure with the floor raised not less than 1 foot above the ground.

2.02 FLY ASH

A. All fly ash used as an admixture in Portland cement concrete shall be Class C or F conforming to the requirements of ASTM C618.

2.03 AGGREGATE

A. All aggregates shall be washed and shall consist of natural sand, gravel, or crushed rock and shall have clean, hard, durable, uncoated grains of strong minerals. The amounts of deleterious substances present in the fine and coarse aggregate expressed in percentages by weight shall not exceed the following:

	Aggregate	
Deleterious Substance	Fine	Coarse
Clay Lumps and Friable Particles	3.0	3.0
Coal and Lignite	0.5	0.5
Mineral finer than No. 200 sieve	3.0	
Soft Fragments	3.0	3.0
Chert*	---	5.0
Sum of Chert and Clay Lumps		5.0

* Material classified as chert and having a bulk specific gravity of less than 2.45. The percentage of chert shall be determined on the basis of the weight of chert in the sample retained on a 3/8-inch sieve divided by the weight of the total sample.

B. The combined amount of all deleterious substances in an aggregate shall not exceed 5% of the weight of the aggregate.

C. If required by ENGINEER, sodium sulfate soundness tests (ASTM C88) shall be performed on the aggregate. When the aggregate is subjected to 5 cycles, the weight loss shall not exceed 12%. Samples of proposed aggregates shall be submitted to an independent laboratory for testing in advance of concrete work. All testing shall be performed in accordance with ASTM C33. Certified test results shall be submitted to ENGINEER confirming that aggregate complies with all stated specifications. Report shall identify source of aggregate and absorbed water.

D. Fine aggregate shall be well-graded from coarse to fine and shall conform to the following requirements:

Percentage by Weight	
Passing 3/8-inch sieve	100
Passing No. 4 sieve	95-100
Passing No. 8 sieve	80-100
Passing No. 16 sieve	50-85
Passing No. 30 sieve	25-60

Percentage by Weight	
Passing No. 50 sieve	5-30
Passing No. 100 sieve	0-10

E. Gradation of fine aggregate shall be reasonably uniform and not subject to the extreme percentages of gradation specified above. The fineness modulus shall be not less than 2.3 or more than 3.1, nor shall the fineness modulus of any sample vary by more than +0.20 from the fineness modulus of the representative sample used in proportioning the concrete.

F. If required by ENGINEER, fine aggregate shall be subjected to the color-metric test for organic impurities (ASTM C40) and shall not produce a color darker than Figure 1, unless they pass the mortar strength test. Aggregate producing color darker than Figure 2 shall not be used in any event.

G. Coarse aggregate shall be well-graded from coarse to fine, and when tested by laboratory sieves having square openings, shall conform to the following requirements:

	Percentage by Weight Aggregate	
	3/4-inch Stone	1 1/2-inch Stone
Passing 2-inch sieve	---	100
Passing 1 1/2-inch sieve	---	90-100
Passing 1-inch sieve	100	20-55
Passing 3/4-inch sieve	90-100	0-15
Passing 3/8-inch sieve	20-55	0-5
Passing No. 4 sieve	0-10	---
Passing No. 8 sieve	0-5	---

H. The 3/4-inch aggregate shall be used in concrete members no thinner than 4 inches and less than 10 inches thick. A blend of 3/4-inch and 1 1/2-inch aggregate shall be used in members 10 inches thick and thicker with the 3/4-inch aggregate comprising between 35% and 65% of the total course aggregate. When members thinner than 10 inches are placed monolithically with members thicker than 10 inches, the aggregate requirements for the thinner member shall apply.

I. Aggregates must be allowed to drain for at least 12 hours before being used. The ground upon which aggregates are stored must be hard, firm, well-drained, and free from all vegetable matter. Various sizes of aggregates must be stored separately, and if they have become contaminated or merged with each other, they shall not be used.

2.04 WATER

A. Water used in mixing concrete shall be clean and free from injurious amounts of oil, alkali, organic matter, or other deleterious substances.

2.05 ADMIXTURES

A. Water Reducing Admixture shall be Master Pozzolith® 200 by BASF Admixtures, Inc., Daracem 19 by Grace, or equal. Water reducing admixture shall conform to ASTM C494, Type A and Type F. Water reducing admixture shall not reduce durability, shall increase strength 10%, and shall not affect bleeding characteristics over reference mix.

B. Air-Entraining Admixture shall be equal to MasterAir® AE 90 by BASF Admixtures, Inc., Darex by Grace Construction Products, or equal. Air-entraining admixture shall conform to ASTM C260.

C. No other admixture will be allowed without written approval of ENGINEER. All admixture shall be compatible with cement, aggregate, and water used.

2.06 PROPORTIONING

A. The proportions of aggregate to cement shall be such as to produce a workable mixture that can be thoroughly compacted and that will work readily in the forms and around reinforcement without permitting materials to segregate or excess water to collect on the surfaces. The combined aggregates shall be such that when separated on the No. 4 sieve, the weight passing the sieve shall not be less than 30% nor greater than 50%.

B. Concrete of various classes shall have the following maximum water/cement or water/(cement + fly ash) ratio minimum compressive strengths at 28 days and minimum cement and fly ash contents:

Class	Maximum Water/ Cement or Water/ (Cement+Fly Ash)	Minimum 28 Day Strength-Pounds per Square Inch	Cement Content-Pounds per Cubic Yard	Fly Ash-Pounds per Cubic Yard	
				Type C	Type F
A	0.45	4,000	564	---	---
A-FA	0.45	4,000	480	110	125
X	---	2,000	376	---	---

C. Except as otherwise indicated on the drawings or specified, all concrete shall be Class A or Class A-FA concrete.

D. All concrete mixes shall be designed for a strength of 15% above that specified to allow for job variations. All mixes shall be designed in accordance with ACI 211.1 by a competent concrete engineer or competent laboratory technician. Required materials test data shall be submitted with design mixes for review and approval by ENGINEER. Mix computations shall be submitted if requested by ENGINEER.

E. The slump for all concrete shall be 3 inches and concrete with a slump within the range of 2 to 3 1/2 inches will be acceptable unless otherwise stated.

F. A water-reducing admixture shall be used in all concrete. A qualified representative of the manufacturer shall be available to assist in proportioning the concrete, advise on the proper addition of the admixture to the concrete, and advise on adjustments of concrete proportions to suit job conditions.

G. An air-entraining admixture shall be used in all concrete except as noted. Air content shall be tested by the pressure method as outlined in ASTM C231 and shall be between 4% to 7% by volume. An air-entraining admixture is not required for concrete patching and for concrete floors, equipment pads, and supports in interior heated buildings where the concrete will be protected from freezing during and after construction.

H. CONTRACTOR shall submit to ENGINEER concrete cylinder compressive strength results from previous projects for the same concrete mixes proposed on the current project. If this

information is not available, one cubic yard trial batches of each individual mix proposed for use shall be made prior to use in the work. Four test cylinders shall be made for each trial batch, two to be tested at 7 days and two at 28 days. The trial batches shall be made preceding actual placement operations so that the results of the 7-day tests can be obtained. All costs for material, equipment, and labor incurred during design of concrete mixes shall be borne by CONTRACTOR.

I. All aggregates shall be measured by weight. The concrete mixer is to be equipped with an automatic water-measuring device that can be adjusted to deliver the desired amount of water.

2.07 JOINT FILLER

A. Expansion joints shall have standard 1/2-inch-thick cork expansion joint filler, W. R. Meadows, or equal, meeting ASTM D1752–Type II. Exceptions to this are expansion joints in exterior concrete walks and between concrete walks and other structures which shall be asphalt expansion joint filler, 1/2-inch-thick, Grace, W.R. Meadows, or equal, meeting ASTM D994.

2.08 BONDING AGENT

A. Acceptable manufacturers include MasterProtect® P 110 by BASF, or equal.

2.09 NONSHRINK GROUT

A. Acceptable manufacturers include Dayton Superior, Master Builders, or equal. Grout shall be nonshrink, nonmetallic and shall achieve a strength of 7,500 psi in 28 days.

PART 3–EXECUTION

3.01 MIXING

A. Ready-mixed concrete shall be batched, mixed, and delivered in accordance with ASTM C94 and ACI 304R. In general, concrete shall be mixed 50 revolutions at plant, 20 upon arrival at site, and 20 each time water is added; maximum of 110 revolutions at mixing speed. Concrete shall be delivered and discharged within 1 1/2 hours or before the drum has revolved 300 times after introduction of water to the cement and aggregates or the cement to the aggregates. Truck mixers shall be equipped with drum revolution counters. In no event shall concrete which has taken its initial set be allowed to be used. Retempering of concrete is not permitted.

B. A representative of ENGINEER may be at the batching plant periodically to observe the batching and mixing.

C. No water shall be added on the job unless required by CONTRACTOR and with the knowledge of ENGINEER; the amount of water, if added, shall be recorded on all copies of the delivery tickets. If water is added, CONTRACTOR shall verify that the required water-cement ratio is not exceeded.

D. Concrete shall have a temperature not less than 60°F nor more than 80°F as delivered to the jobsite.

E. With each load of concrete, CONTRACTOR shall obtain delivery tickets and shall make these tickets available for review by ENGINEER. Delivery tickets shall provide the following information:
   1. Date.
   2. Name of ready-mix concrete plant, job location, and CONTRACTOR.
   3. Type of cement and admixtures, if any.
   4. Specified cement content in sacks per cubic yard of concrete and approved concrete mix number or designation.
   5. Amount of concrete in load, in cubic yards.
   6. Water-cement ratio.
   7. Water added at job, if any.
   8. Truck number and time dispatched.
   9. Number of mixing drum revolutions.

F. For job-mixed concrete, all concrete materials shall be mixed in a machine batch mixer for at least 1 1/2 minutes after all ingredients are in the mixer and shall continue until there is a uniform distribution of the materials and the mass is uniform in color and homogeneous. The mixer shall not be loaded beyond the capacity given by the manufacturer and shall be rotated at the speed recommended by the manufacturer. The mixer is to be provided with positive timing device that will positively prevent discharging the mixture until the specified mixing time has elapsed.

3.02 JOINTS

A. CONTRACTOR shall place all joints as shown on the drawings or specified herein. If approved by ENGINEER, CONTRACTOR may, at his own expense, place construction joints in addition to and at places other than those shown on the drawings. Unless otherwise shown, all joints shall be straight, truly vertical or horizontal, and proper methods shall be employed to obtain this result.

B. Where joints are not shown on the drawings or specified elsewhere, CONTRACTOR shall provide joints as follows:
   1. Walls shall have vertical joints at 60 feet on center maximum but not more than 15 feet from corners or intersections and shall have horizontal joints at 15 feet on center maximum.
   2. Slabs shall have joints at 20 feet on center maximum in each direction.

C. Immediately after completion of the first pour at a joint, the concrete surface, reinforcement, and waterstop projecting beyond the joint shall be thoroughly cleaned and laitance removed. The waterstops shall not be disturbed after the concrete in the first pour at a joint has set. Concrete around waterstops shall be thoroughly compacted by hand spading and vibrating. Immediately before the second pour, all extraneous matter shall be removed from the joint, the waterstop and steel cleaned, and the surface thoroughly wetted.

D. Concrete at all joints shall have been in place at least 48 hours before abutting concrete is placed. At least two hours must elapse after depositing concrete in columns or walls before depositing in beams, girders, or slab supported thereon. Beams, girders, brackets, column capital, and haunches shall be considered as part of the floor system and shall be placed integrally therewith.

3.03 BONDING TO EXISTING CONCRETE

A. When placing new concrete adjacent to existing concrete, the existing concrete shall be thoroughly roughened, cleaned, and saturated with water 24 hours before pouring new concrete. Existing concrete is defined as concrete more than six months old. At time of new

pour, remove any standing water and apply bonding agent. Bonding agent shall be applied in accordance with manufacturer's recommendations.

3.04 EMBEDDED ITEMS IN CONCRETE

A. All sleeves, inserts, anchors, and embedded items required for adjoining work or for its support shall be placed prior to concreting.

B. All contractors whose work is related to the concrete or must be supported by it shall be given ample notice and opportunity to introduce and/or furnish embedded items before the concrete is placed.

C. Embedded items shall be positioned accurately and supported against displacement. Reinforcing bars shall clear embedded items a minimum of 2 inches.

3.05 PLACING CONCRETE

A. Before placing concrete, all equipment, forms, ground, reinforcements, and other surfaces with which the concrete will come in contact are to be thoroughly cleaned of all debris, ice, and water. Ground shall be wetted prior to placement of concrete on it.

B. After reinforcement is placed and before concrete is placed over it, ENGINEER shall be allowed sufficient time to observe the reinforcing.

C. Unless otherwise authorized by ENGINEER, all concrete shall be placed in the presence of ENGINEER.

D. Concrete shall be conveyed from the mixer to the place of final deposit as rapidly as practicable by methods that will prevent the segregation or loss of materials. Chuting for conveying purposes must be accomplished in such a manner as to prevent segregation or loss of materials. Receiving hoppers shall be installed at the chute discharge and at no point in its travel from the mixer to place of final deposit shall the concrete pass through a free vertical drop of more than 3 feet. Elephant trunks or tremies shall be used in all wall pours to prevent coating of forms and reinforcing bars.

E. Care shall be taken to avoid an excess of water on the concrete surface. Excess water shall be drained or otherwise removed from the surface. Dry cement or a mixture of cement and sand shall not be sprinkled directly on the surface to absorb water.

F. Concrete in wall and beam pours shall be deposited in approximately horizontal layers not to exceed 18 inches in thickness. Each layer shall be well worked into the preceding layer while both layers are still soft.

G. Concrete shall be deposited as nearly as practicable in its final position to avoid segregation from rehandling or flowing. The maximum allowable lateral movement of the concrete after being deposited is 3 feet. Once concreting is started, it shall be carried on as a continuous operation until the placing of the section or panel is completed.

H. All concrete shall be placed with the aid of mechanical vibrating equipment in accordance with ACI 309. In congested areas, vibration shall be supplemented by hand spading adjacent to the forms. Vibration should secure the desired results within 5 to 15 seconds at intervals of 18 inches apart maximum. The vibrator shall penetrate the preceding layer of concrete. Vibrators shall have a frequency of not less than 10,000 impulses per minute when in operation submerged in concrete.

I. A sufficient number of spare vibrators shall be kept in ready reserve to assure adequate vibration in case of breakdown of those in use.

J. In placing concrete in beams where it is intended to be continuous and monolithic with the slab above, a delay to provide for settlement of the deep concrete shall be scheduled before placing the upper concrete in the slab. The length of delay shall be as long as possible and still permit the revibration of the deep concrete.

K. Concrete is not to be placed under water. A suitable means shall be provided for lowering the water level below surfaces upon which concrete is to be placed. This may require excavating approximately 12 inches below the bottom of the concrete surface and refilling with gravel and compacting. The groundwater shall not be allowed to rise to the bottom of the concrete until 24 hours after the concrete pour has been completed. Water shall not be allowed to fall upon or run across the concrete during this period.

L. No extra payment will be allowed for dewatering, undercutting, and gravel fill.

3.06 MOIST CURING

A. All concrete shall be maintained in a moist condition for at least 7 days after being deposited except that for high-early strength concrete, a 3-day period will be sufficient. Moist curing shall be accomplished by one of the following methods:
   1. Wood forms left in place and kept wet at all times. If the forms are not going to be kept wet, they shall be removed as soon as practicable and other methods of moist curing shall be started without delay.
   2. Use of a curing compound conforming to ASTM C309, Type I as approved by ENGINEER. Curing compound shall be applied at a uniform rate as indicated by the manufacturer sufficient to comply with the requirements of the test water retention of ASTM C156. Curing compound applied to vertical concrete surfaces after forms are removed shall be specially adapted to provide required coverage on the vertical surface. On nonformed surfaces, the curing compound shall be applied immediately after the disappearance of the water sheen after finishing of the concrete. Curing compound shall not be used on concrete surfaces that are to be painted, receive ceramic tile or resilient flooring, or be waterproofed. Care shall be taken not to get curing compound on construction joints, reinforcing steel, and other surfaces against which new concrete will be poured.
   3. Use of plastic film. Plastic film shall have a minimum thickness of 4 mils. It shall be placed over the wet surface of the fresh concrete as soon as possible without marring the surface and shall be weighted so that it remains in contact with all exposed surfaces of the concrete. All joints and edges shall be lapped and weighted. Any tears in the film shall be immediately repaired.
   4. Application of wet coverings weighing 9 ounces per square yard such as burlap, cotton mats, or other moisture-retaining fabrics. The covering system shall include two layers and shall be kept continuously moist so that a film of water remains on the concrete surface throughout the curing period.
   5. Use of an approved waterproof curing paper. Edges of adjacent sheets shall be overlapped several inches and tightly sealed.
   6. Ponding of water or continuous sprinkling of water is permitted. Sprinkling at intervals will not be permitted.
   7. Construction joints shall be moist cured by one of the methods listed above except by Method “2.”

B. The use of moist earth, sand, hay, or another method that may discolor hardened concrete will not be permitted.

3.07 HOT WEATHER CONCRETING

A. When the atmospheric temperature exceeds 80°F during concrete placement, this section and ACI 305 shall apply in addition to all other sections of the specifications.

B. The temperature of the delivered concrete shall not exceed 85°F.

C. Care shall be exercised to keep mixing time and elapsed time between mixing and placement at a minimum. Ready-mix trucks shall be dispatched so as to avoid delay in concrete placement, and the work shall be organized to use the concrete promptly after arrival at the jobsite.

D. The subgrade, forms, and reinforcing shall be sprinkled with cool water just prior to placement of concrete. Prior to placing concrete, there shall be no standing water or puddles on the subgrade.

E. If approved by ENGINEER, an admixture for retarding the setting of the concrete may be used.

F. Exposed concrete surfaces shall be carefully protected from drying. Continuous water curing is preferred. Curing compounds shall be white pigmented.

3.08 COLD WEATHER CONCRETING

A. Conditions of this section shall apply, in addition to all other sections of the specifications, when placing concrete in cold weather. Cold weather is defined as a period when, for more than 3 successive days, the average daily temperature drops below 40°F. When temperatures above 50°F occur during more than half of any 24-hour period, the period will no longer be regarded as cold weather. The average daily temperature is the average of the highest and lowest temperature during the period from midnight to midnight. Cold weather concreting shall conform to all requirements of ACI 306.1, except as modified by the requirements of these specifications.

B. Detailed procedures for the production, placement, protection, curing, and temperature monitoring of concrete during cold weather shall be submitted to ENGINEER. Cold weather concreting shall not begin until these procedures have been reviewed for conformance with ACI 306.1.

C. All concrete materials, forms, ground, mixing equipment, and other surfaces with which the concrete is to come in contact shall be free from frost, and the temperature of contact surfaces shall be 35°F or above. Ground upon which concrete is to be placed shall not be frozen at any depth.

D. The mixing water and aggregates shall be heated and when entering the mixer shall have temperatures not exceeding 175°F and 80°F, respectively. Concrete temperature as mixed shall not exceed 80°F and shall typically be between 55°F and 70°F. Concrete, when placed in the forms, shall have a temperature of not less than 50°F.

E. Freshly placed concrete shall be protected by adequate covering, insulating, or housing and heating. If heating is used, ambient temperature inside the housing shall be maintained at a minimum of 70°F for 3 days or 50°F for 5 days. The maximum ambient temperature during curing shall not exceed 80°F. If insulating methods are used, recommendations contained in ACI 306R shall be followed. Surface temperature shall be maintained at 50°F for 7 days. After the curing period, the temperature of the concrete shall be reduced uniformly at a rate

not to exceed 40°F per 24 hours until outside air temperature is reached. Heating of enclosure shall continue if it is anticipated that the outside air temperature will drop more than 20°F in the next 24 hours. The concrete temperature shall be obtained by attaching a thermometer provided by CONTRACTOR to the concrete surface. Concrete shall be kept moist.

F. If heating is used, the housing shall be constructed weathertight and shall be constructed in a manner that will provide uniform air circulation and air temperatures over the complete concrete area that is being cured. Special attention shall be given to the edges and ends of a concrete pour with the housing extending at least 5 feet beyond any concrete surface being protected. The housing shall be in place and heat applied within 2 hours after concrete placement.

G. Heating may be by steam or hot air. Heaters shall be vented to outside of the housing. Open burning salamanders will not be permitted. Heating devices shall not be placed so close to the concrete as to cause rapid drying or discoloration from smoke.

H. If heating is used, CONTRACTOR shall provide sufficient 24-hour inspection of the heaters to ensure compliance with the above-specified temperature requirements during the curing period. CONTRACTOR shall provide maximum-minimum thermometers for ENGINEER's use.

I. The use of calcium chloride, salts, or other chemical admixtures for the prevention of freezing is prohibited.

J. Salts or other deleterious materials shall not be used on temporary or permanent structures above concrete surfaces that are being placed, finished, or cured.

3.09 FINISHING

A. Flat Work:
   1. Floated Finish: Place, consolidate, strike off, and level concrete eliminating high spots and low spots. Do not work concrete further until it is ready for floating. Begin floating with a hand float, a bladed power float equipped with float shoes, or a powered disk float when the bleed water sheen has disappeared and the surface has stiffened sufficiently to permit the operation. Immediately refloat the slab to a uniform texture.
   2. Light Troweled Finish: Float concrete surface, then power trowel the surface. Hand trowel the surface smooth and free of trowel marks.
   3. Hard Troweled Finish: Float concrete surface, then power trowel the surface. Hand trowel the surface smooth and free of trowel marks. Continue hand troweling until a ringing sound is produced as the floor is troweled.
   4. Tolerance for concrete floors shall be 1/4 inch within 10 feet in any direction. Straight edge shall be furnished by CONTRACTOR.
   5. Broom or Belt Finish: Immediately after concrete has received a floated finish, give the concrete surface a coarse transverse scored texture by drawing a broom or burlap belt across the surface.
   6. The above finishes shall be used in the following locations:
      a. Float Finish: Surface to receive roofing, waterproofing, or sand bed terrazzo.
      b. Light Troweled Finish: Submerged tank slabs.
      c. Hard Troweled Finish: Building floors.
      d. Broom or Belt Finish: Exterior slabs, sidewalks, tops of walls, and tank slabs to receive grout topping.

B. Formed Surfaces:
   1. Within 2 days after removing forms and prior to application of a curing compound, all concrete surfaces shall be observed and any poor joints, voids, stone pockets, or other defective areas shall be patched at once before the concrete is thoroughly dry. Defective areas shall be chipped away to remove all loose and partially bonded aggregate. The area shall be thoroughly wetted and filled with as dry as practical mortar mix placed to slightly overfill the recess. Mortar shall include a bonding agent. After partial set has taken place, the excess mortar shall be removed flush with the surface on the concrete using a wood float. All patching shall be cured, protected, and covered as specified for concrete. All cracks, leaks, or moist spots that appear shall be repaired. No extra compensation will be allowed CONTRACTOR for such work.
   2. The exterior or removal portion of nonremovable ties shall be removed with the use of a special tool designed for this purpose. Cutting or chipping of concrete to permit removal of exterior portion will not be permitted.
   3. For nonremovable ties, tie rod holes left by the removal of the exterior portion of the tie and cone shall be thoroughly wetted and filled by ramming with as dry as practical mortar mix in such a manner such that it completely fills the hole. Mortar shall include a bonding agent. All patching shall be cured, protected, and covered as specified for concrete. The holes are to be filled immediately after removal of the exterior portion of the tie.
   4. Holes left by removable ties shall be filled by installing a neoprene plug near the center of the wall. The balance of the hole shall be filled with mortar as specified above to within 1 inch of the face of the wall. The remainder of the hole shall be filled with a waterproofing compound.
   5. All finished or formed surfaces shall conform accurately to the shape, alignment, grades, and sections as shown or prescribed by ENGINEER. All surfaces shall be free from fins, bulges, ridges, offsets, honeycombing, or roughness. All sharp angles, where required, shall be rounded or beveled. Any formed surface to be painted shall be free of any material that will be detrimental to the paint. The surface of the concrete shall be given one of the following finishes immediately after form stripping:
      a. Finish A shall be referred to as a sack finish. Surfaces shall be free of contaminants prior to sacking. After wetting the surface, a grout shall be rubbed in using a rubber float or burlap. After the grout hardens sufficiently, it shall be scraped from the surface with the edge of a steel trowel without disturbing the grout in the air holes. After further drying, the surface shall be rubbed with burlap to remove all surface grout. The entire surface shall be finished to secure a continuous, hard, dust-free uniform texture surface free from pinholes and other minor imperfections. Finish A will be required for all unpainted surfaces (See Section 09 91 00 for painted surfaces), interior surfaces of equipment rooms, operation areas, and permanently exposed vertical surfaces. Where steel-faced forms are used to form walls, the portion of wall to receive the sack finish shall first be roughened by brush blasting or other acceptable method to achieve a texture similar to 40 to 60 grit sandpaper.
      b. Finish B shall be the same as Finish A, except that the final burlap rubbing may be omitted, providing the steel trowel scraping removes the loose buildup from the surface. Finish B shall be provided for waterproof- and moistureproof-coated surfaces.
      c. Finish C shall be referred to as a finish that has surface imperfections less than 3/8 inches in any dimension. Surface imperfections greater than 3/8 inches shall be repaired or removed and the affected areas neatly patched. Finish C or smoother shall be provided for interior surfaces of wet wells, tanks, and channels from 1 foot below minimum water surfaces and down and otherwise unfinished interior surfaces.
      d. Finish D shall be the finish for surfaces that may be left as they come from the forms, except that tie holes shall be plugged and defects greater than 1/2 inch in any

dimension shall be repaired. Finish D shall be provided for surfaces to be buried or covered by other construction such as masonry veneer.

C. All precautions shall be taken to protect the concrete from stains or abrasions, and any such damage shall be removed or repaired under this Contract.

3.10 LOADING OF CONCRETE STRUCTURES

A. No concrete structure or portion thereof shall be loaded with its design load until the concrete has obtained its specified 28-day compressive strength. This shall include but not be limited to vertical live load, equipment loading, water loading, groundwater loading, and backfill load. Concrete strength at time of loading shall be determined by testing field-cured concrete cylinders.

B. Extreme care shall be taken to ensure that construction loads do not exceed design loading of the structure.

3.11 NONSHRINK GROUT

A. Nonshrink, nonmetallic grout shall be used for filling recesses and pockets left for equipment installation and for setting of base plates. The material used shall be approved by ENGINEER. Store, mix, and place the nonshrinking compound as recommended by the manufacturer. The minimum compressive strength shall be 5,000 psi at age 7 days and 7,500 psi at age 28 days.

3.12 TESTING AND SAMPLING

A. The following tests of fresh concrete shall be performed by CONTRACTOR. CONTRACTOR shall prepare, protect, transport, and have tested all cylinders at his expense.
   1. Sampling of concrete for slump tests, air tests, temperature tests, and for making concrete test cylinders shall be performed in accordance with ASTM C172.
   2. Cylinders:
      a. Three test cylinders shall be made for each pour less than 25 cubic yards, four test cylinders shall be made for each pour between 25 and 100 cubic yards, and eight test cylinders shall be made for each pour in excess of 100 cubic yards. Each concrete mix shall be represented by at least four cylinders for the entire job. Concrete for cylinders shall be collected near the middle of the load and/or as requested by ENGINEER.
      b. Cylinders shall be made and tested in accordance with ASTM C31 and ASTM C39, respectively. The cylinders must be kept moist and at temperatures between 60°F and 80°F and shall remain undisturbed and stored in a location free from vibration. In hot weather, the cylinders shall be covered with wet burlap and stored in a shaded area. It is CONTRACTOR's responsibility to provide a suitable protected location for storing cylinders on the jobsite.
      c. After 24 hours, the cylinders shall be transferred to an independent testing laboratory acceptable to OWNER. The cylinders shall be packed in sawdust or other cushioning material for transit to avoid any bumping or jarring of the cylinders.
      d. Cylinders shall be broken at 7 and 28 days or as requested by ENGINEER. Test results shall be mailed immediately and directly to ENGINEER. Test data shall include date and location of pour and concrete mix used.
   3. Slump Test: CONTRACTOR shall make one slump test near the beginning of all pours with two tests being made for all pours in excess of 25 yards or as requested by ENGINEER. Slump tests shall conform to ASTM C143.
   4. Air Test:

a. When air-entrained concrete is used, the air content shall be checked by CONTRACTOR near the beginning of all pours with at least two checks being made for all pours in excess of 25 cubic yards, or as requested by ENGINEER.
b. The air contents shall be checked using the pressure method in accordance with ASTM C231. The pocket-sized alcohol air indicator shall not be used unless it is first used in conjunction with the pressure method test.

B. All costs of additional testing and sampling of fresh or hardened concrete needed because of suspected or actual violation of the specifications shall be borne by CONTRACTOR.

3.13 RECORDS

A. A record is to be kept of all concrete work. The record shall include the date, location of pour, concrete mix, slump, air content, test cylinder identification, concrete temperature, and ambient air temperature. In addition, for cold weather concreting the record shall include the daily maximum-minimum thermometer readings of all thermometers during the entire curing period for all concrete pours. The project representative will keep this record, and CONTRACTOR shall assist in obtaining needed information.

3.14 CONCRETE REMOVAL AND PATCHING

A. All areas disturbed as a result of concrete removal or repair shall be patched as specified in Bonding to Existing Concrete.

END OF SECTION

SECTION 05 56 00

POST-INSTALLED ANCHORS

PART 1–GENERAL

1.01 SUMMARY

A. Work Included: Adhesive anchors.

B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

1.02 REFERENCES

A. ASTM A36/A36M–Standard Specification for Carbon Structural Steel.

B. ASTM F1554–Anchor Bolts, Steel, 36, 55, and 105-ksi yield strength.

C. ICC-ES International Code Council–Evaluation Service.

D. AC 193–Acceptance Criteria for Mechanical Anchors in Concrete Elements.

E. AC 308–Acceptance Criteria for Post-Installed Adhesive Anchors in Concrete.

F. ACI 355.2–Qualification of Post-Installed Mechanical Anchors in Concrete and Commentary.

G. ACI 355.4–Qualification of Post-Installed Adhesive Anchors in Concrete and Commentary.

PART 2–PRODUCTS

2.01 ADHESIVE ANCHORS

A. Adhesive anchors shall be HIT HY 200 by Hilti, Inc., Red Head C6+ or Red Head A7+ by ITW, Pure 110+ or AC200+ by DeWalt, Set-XP by Simpson Strong-Tie Anchor Systems, or approved equal.

B. All adhesive anchors shall comply with the 2015 International Building Code, AC 308, and ACI 355.4. They shall be ICC-ES approved for use in cracked and uncracked concrete.

PART 3–EXECUTION

3.01 ADHESIVE ANCHORS

A. At locations shown on the drawings, reinforcing bars or threaded rod shall be provided in existing concrete by drilling holes, injecting epoxy adhesive, and inserting the reinforcing bar.

B. All existing surfaces to receive adhesive anchors, including the entire area in contact with the new concrete, shall be cleaned and roughened to amplitude of 1/4 inch.

C. Installation procedures shall be in accordance with the manufacturer's printed installation instructions.

D. Where location of anchors is adjustable, reinforcing steel shall be located prior to drilling holes and anchors shall be located to clear reinforcing steel.

E. CONTRACTOR shall arrange an anchor manufacturer's representative to provide on-site installation training for installation of their adhesive anchor system products. Submit documentation that all CONTRACTOR's personnel or subcontractors who install adhesive anchors have been trained prior to the announcement of anchor installation.

F. Adhesive anchors in horizontal and upwardly inclined orientations to resist sustained tension loads are subject to the following requirements:
   1. They shall be installed by personnel certified by an applicable certification program. Certification shall include written and performance tests in accordance with the ACI/CRSI Adhesive Anchor Installer Certification program, or equivalent, as approved by ENGINEER.
   2. They require continuous special inspection during installation. CONTRACTOR shall notify ENGINEER and Special Inspector of the schedule for these anchor installations to permit coordination of inspections.

END OF SECTION

SECTION 31 23 00

EXCAVATION, FILL, BACKFILL, AND GRADING

PART 1–GENERAL

1.01 SUMMARY

A. Work Included: Excavating, filling, backfilling, and grading for this work includes, but is not necessarily limited to:
   1. Excavating for footings, foundations, and slabs.
   2. Placing and compacting all fill and backfill.
   3. Rough and finish grading prior to paving, seeding, etc.

B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

C. Payment: General excavation shall include all excavation specified, undercutting, fill, backfill and grading, including rock excavation but not including unsuitable foundation material, as hereinafter described.

1.02 REFERENCES

A. ASTM C33–Standard Specification for Concrete Aggregates.

B. ASTM D698–Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft^3 (600 kN-m/m^3)).

C. ASTM D1557–Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft^3 (2,700 kN-m/m^3)).

D. Standard Specifications: Unless otherwise indicated, Standard Specifications within this section shall refer to the State of Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, current edition, including all issued supplemental specifications.

1.03 SUBMITTALS

A. CONTRACTOR shall submit samples of materials proposed for use as fill to soils testing laboratory for analysis of their suitability and for recommendations on moisture content during compaction, compaction methods, or other appropriate information.

B. CONTRACTOR shall submit sufficient samples of each different type or classification of soil to obtain representative values.

1.04 JOB CONDITIONS

A. The elevations shown for existing work and ground are reasonably correct, but are not guaranteed to be absolutely accurate. No extras will be allowed because of variations between drawings and actual grades.

B. No soil borings were made for this project. CONTRACTOR shall conduct its own investigation to determine physical conditions at the site which may affect the work.

PART 2–PRODUCTS

2.01 COMPACTED FILL

A. All fill and backfill material designated to be compacted fill shall be granular with no stones larger than 4 inches and shall be reasonably well-graded throughout the particle size range. A minimum 65% of the material shall pass the 3/4-inch sieve, and the material shall be capable of being compaction tested in accordance with ASTM D1557, as determined by the Project Soils Engineer. Of that portion of the material passing the No. 4 sieve, not more than 25% shall pass the No. 200 sieve, and material shall have less than 5% clay content. When placing fill during wet weather or in wet areas, this requirement shall be modified to not more than 5% passing the No. 200 sieve. Adequately dewatered areas are not defined as wet areas.

B. Native material may be used as compacted fill if it meets the above specification. CONTRACTOR shall determine whether native material meets the above specification. CONTRACTOR shall provide all needed fill material whether from on-site or off-site at no additional cost to OWNER.

2.02 EMBANKMENT FILL

A. Embankment fill shall contain no stumps, brush, rubbish, or other perishable material. The top 12 inches of the earth embankment shall be earthy material free from large stones.

2.03 CONCRETE FILL

A. Concrete fill shall be Class X concrete as defined in Section 03 30 00 Cast–In–Place Concrete or flowable fill as defined in this section.

2.04 CLAY FILL

A. Clay fill shall contain at least 25% clay minerals (material finer than 0.002 mm).

PART 3–EXECUTION

3.01 GENERAL

A. Prior to all excavating, CONTRACTOR shall become thoroughly familiar with the site and site conditions.

3.02 PROTECTION

A. CONTRACTOR shall provide all necessary sheeting, shoring, or other soil retention systems including all labor, material, equipment, and tools required, or as necessary to maintain the excavation in a condition to provide safe working conditions, to permit the safe and efficient installation of all items of Contract work, and to protect adjacent property. CONTRACTOR shall be held liable for any damage which may result to property from excavation or construction operations. Sheeting, shoring, and other soil retainage systems shall be

withdrawn or removed in a manner so as to prevent subsequent settlement of structures, utilities, and other improvements.

B. Design of sheet piling and other soil retaining systems shall be the sole responsibility of CONTRACTOR. Where such systems are shown on the drawings, no parameters such as embedment depth, section profile, presence or lack of whalers, etc., nor system type or suitability shall be inferred. CONTRACTOR is responsible for designing and providing a fully functional system compatible with construction and site requirements.

C. Nothing in this specification shall be deemed to allow the use of protective systems less effective than those required by the Occupational Safety and Health Administration (OSHA) and other applicable code requirements.

3.03 FINISH ELEVATIONS AND LINES

A. CONTRACTOR is responsible for setting and establishing finish elevations and lines.

3.04 EXCAVATION

A. After the site has been cleared and stripped, the site shall be cut and filled to the indicated subgrade as shown or specified.

B. All excavated material that does not meet the specification for compacted fill or embankment fill or meets the specification but is not required for backfill or fill shall be classified as excess material and shall be removed from the site and disposed of at CONTRACTOR's expense.

C. All material other than suitable bearing soil or bedrock, as determined by the Project Soils Engineer, shall be removed from under concrete to be poured on ground.

D. Excavation for all footings, foundation walls, pits, etc., shall be large enough to provide adequate clearance for the proper execution for the work within them.

E. Excavations scheduled to extend below groundwater shall not be started until the area has been dewatered. See Section 31 23 19–Dewatering.

F. No footings or slabs shall bear on the top 2 feet of existing soil. Where planned subgrade is within 2 feet of existing grade, remove soils to 2 feet below existing grade and backfill with compacted fill up to subgrade elevation.

G. When excavations reach subgrade elevations as shown on the drawings or as specified herein, the Project Soils Engineer will observe the bottom material. Where, in the opinion of the Project Soils Engineer, unsuitable foundation material is found at the level of the subgrade, original material below the excavation necessary for construction according to grades shown or specified, shall be removed and replaced with material and placing methods as specified under compacted fill and backfill.

H. Excavations that are undercut beneath the foundation shall extend beyond the perimeter of the foundation 1 foot plus a distance at least equal to the depth of undercut below footing grade.

I. CONTRACTOR shall backfill and compact all overexcavated areas.

3.05 PREPARATION OF SUBGRADE

A. After the site has been cleared, stripped, and excavated to subgrade, thoroughly compact subgrade to the requirements specified for compacted fill below. Scarify and moisture condition the subgrade as recommended by the Project Soils Engineer.

B. Remove all ruts, hummocks, and other uneven surfaces by surface grading prior to placement of fill.

3.06 COMPACTED FILL AND BACKFILL

A. All fill and backfill, except as otherwise specified, shall be compacted fill placed to within 4 inches of the bottom of the topsoil or to the bottom of the structure or other improvement.

B. Unless otherwise noted, structures with a top slab shall not be backfilled until the slab is in place and has reached its specified 28-day strength.

C. No fill shall be placed under water or over unsuitable subgrade conditions.

D. All fill and backfill, except embankment fill and clay fill, shall be compacted as follows:
   1. Class 1 Compaction: This class of compaction shall apply to all fill areas under buildings, structures, piping, bituminous roadway and parking areas, curb and gutter, and backfill within 10 feet of structure walls. All compacted material shall be placed in uniform layers not exceeding 8 inches in loose thickness prior to compaction. Each layer shall be uniformly compacted to a dry density at least 95% of the maximum dry density as determined by a laboratory compaction test at the optimum moisture content (ASTM Test Designation D1557). Compaction shall be obtained by compaction equipment appropriate for the conditions.
   2. Class 2 Compaction: This class of compaction shall be used in excavated areas beyond 10 feet of structures without any piping or adjacent foundations. Material for backfill shall be granular material as specified above. The material shall be deposited, spread, and leveled in layers generally not exceeding 12 inches in thickness before compaction. Each layer of the fill shall be compacted to at least 90% of the maximum dry density (testing same as Class 1). Compaction shall be obtained by compaction equipment appropriate for the conditions.

E. No frozen material shall be placed nor shall any material be placed on frozen ground.

F. Four inches of clay fill shall be placed and compacted to at least a firm consistency in areas to be seeded or sodded prior to placement of topsoil.

3.07 EMBANKMENT FILL

A. Embankment fill may be placed in fill areas to be seeded or sodded if no piping exists in the fill and the areas are at least 10 feet from any structure.

B. Embankment fill shall be deposited, spread, and leveled in layers generally not exceeding 12 inches in thickness before compaction. Each layer shall be compacted to the degree that no further appreciable consolidation is evidenced under the action of the compaction equipment. The required compaction shall be obtained for each layer before any material for a succeeding layer is placed thereon. Compaction shall be obtained using the hauling and

leveling equipment, and in addition, tamping rollers, pneumatic-tired rollers, vibratory rollers, or other types of equipment required to produce the desired results.

3.08 CONCRETE FILL

A. In areas where there is inadequate room for compaction equipment and in other areas as shown or specified, Class X concrete shall be used as fill material.

3.09 GRADING

A. CONTRACTOR shall perform all rough and finish grading required to attain the elevations shown on the drawings.

B. Grading Tolerances:
   1. Rough Grade: Buildings, parking areas, and sidewalks–±0.1 feet.
   2. Finish Grade: Granular cushion or crushed stone mat under concrete slabs-±0.03 feet.
   3. Lawn areas away from buildings, parking areas, and sidewalks–±0.25 feet.

3.10 COMPACTION TESTING

A. Compaction tests shall be done by the Project Soils Engineer. Location and frequency of the tests shall be as recommended by the Project Soils Engineer and paid for by OWNER.

END OF SECTION

SECTION 31 23 19

DEWATERING

PART 1–GENERAL

1.01 SUMMARY

A. Work Included:
   1. Removal of groundwater to allow belowgrade construction.
   2. Site grading to prevent surface water from entering the excavation.

B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section. 31 25 00–Slope Protection and Erosion Control.

C. Payment:
   1. The expense for making all extra excavations necessary to prevent water from interfering with the proper construction of the work and for forming all dams or diversions, digging of sumps or pump wells, bailing, and installation and pumping of wells shall be borne by CONTRACTOR.
   2. The cost for removal of groundwater and surface water shall be included in the prices bid for the work. No separate payment will be made for dewatering whether accomplished by use of sumps and pumps, well point systems, deep wells, or any other method.

1.02 REFERENCES

A. See Division 01, Regulatory Requirements for permit requirements and water, erosion, and sediment control.

1.03 SYSTEM REQUIREMENTS

A. CONTRACTOR shall, at its own expense, keep the excavation clear of water while structures, mains, and appurtenances are being built, utilities are being installed, and fill and backfill are being compacted. Under no conditions shall the work be laid in or under water. No water shall flow over the work until the joints are complete or the concrete has set.

B. Dewatering shall be sufficient to lower the piezometric level to at least 2 feet below the bottom of the excavation. Additional lowering shall be provided as necessary to create a stable subgrade.

C. In areas where rock is encountered, the water level shall be kept at or below top of rock, but at least 6 inches below bottom of concrete. Additional rock shall be removed as needed to provide clearances.

D. The control of groundwater shall be such that softening or heaving of the bottom of excavations or formation of “quick” conditions or “boils” shall be prevented.

E. Dewatering systems shall be designed and operated so as to prevent the migration or removal of soils.

1.04 QUALITY ASSURANCE

A. All dewatering shall be done in accordance with applicable federal, state, and local code requirements.

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

3.01 DEWATERING

A. Dewatering shall be started, and the water level shall be lowered as specified herein prior to beginning excavation and shall be continued until structure, main, or appurtenance has been completed and fill has been placed and compacted to final grade.

B. CONTRACTOR shall provide all necessary materials and equipment to keep the excavation free from water during construction. CONTRACTOR shall at all times have on hand sufficient pumping equipment and machinery in good working condition for all ordinary emergencies, including power outages, and shall have available at all times competent workers for the operation of the pumping equipment. The dewatering systems shall not be shut down between shifts, on holidays or weekends, or during the work stoppages.

C. The release of groundwater to its static level shall be performed in such a manner as to maintain the undisturbed state of the natural foundation soils, prevent disturbance of compacted fill or backfill, and prevent floatation or movement of all structures and pipelines.

3.02 PROTECTION

A. CONTRACTOR shall take all necessary precautions during the dewatering operation to protect adjacent structures against subsidence, flooding, or other damage. The dewatering system shall be installed and operated so that the groundwater level outside the excavation is not reduced to the extent that would damage or endanger adjacent structures or property. Any such facilities and structures damaged shall be repaired or replaced to the satisfaction of their owner.

B. In areas where continuous operation of dewatering pumps is required, CONTRACTOR shall avoid noise disturbance to nearby residences to the greatest extent possible by using electric-driven pumps, or intake and exhaust silencers or housing to minimize noise from engine-driven generators or engine-driven pumps.

END OF SECTION

SECTION 31 25 00

SLOPE PROTECTION AND EROSION CONTROL

PART 1–GENERAL

1.01 SUMMARY

A. Work Included: Erosion control devices.

B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

1.02 PAYMENT

A. All costs associated with slope protection and erosion control shall be included in CONTRACTOR's Bid. This work shall include, but is not limited to, erecting fence, excavation, placing posts, backfilling, attaching woven wire and geotextile fabric; placing ditch checks; installing sediment traps; removing the fence at completion of project; cleaning and repairing; removing or spreading accumulated sediment to form a surface suitable for seeding; replacing silt fence and damages caused by overloading of sediment material or ponding of water adjacent to silt fence; and furnishing labor, tools, equipment, and incidentals necessary to complete the work in accordance with the Contract.

1.03 REFERENCES

A. State of Texas Department of Transportation Storm Water Management Guidelines for Construction Activities.

B. Standard Specifications: Unless otherwise indicated, Standard Specifications shall refer to the State of Texas Department of Transportation, Standard Specifications for the Construction and Maintenance of Highways, Streets, and Bridges.

C. Texas Commission on Environmental Quality (TCEQ) Erosion Control Best Management Practices (BMPs).

1.04 SUBMITTALS

A. CONTRACTOR shall submit to ENGINEER a Stormwater Pollution Prevention Plan (SWP3) when a SWP3 is required for the project. CONTRACTOR shall also submit all required supporting documents including, but not limited to, a Notice of Intent (NOI) and a Notice of Termination (NOT) for stormwater discharges associated with construction activity under the Texas Pollutant Discharge Elimination System.

1.05 REGULATORY REQUIREMENTS

A. Land disturbance less than one acre. Where land disturbance activities do not exceed one acre, CONTRACTOR shall maintain site conditions where erosion and pollution are controlled.

B. If at any point throughout the course of the project, the area of land disturbance increases above one acre for any reason, it shall be CONTRACTOR's responsibility to obtain a copy of the most recent version of the TCEQ Construction General Permit and comply with all additional erosion and sediment control requirements, pay all additional fees associated with complying with permit requirements, develop and implement a SWP3, and pay any fines or fees resulting from failure of CONTRACTOR to comply with permit requirements.

1.06 QUALITY CONTROL

A. Construct and maintain erosion sediment control measures in accordance with the Conservation Practice Standards.

B. Check facilities weekly and after any rainfall event, and make needed repairs within 24 hours.

PART 2–PRODUCTS

2.01 EROSION CONTROL PRODUCTS

A. Erosion control products shall meet all applicable requirements of Item 506 of the Standard Specifications and the TCEQ Erosion Control BMPs.

PART 3–EXECUTION

3.01 GENERAL

A. Install devices before construction activities begin.

B. Proceed carefully with construction adjacent to stream channels to avoid washing, sloughing, or deposition of materials into the stream. If possible, the work area should be diked off and the volume and velocity of water that crosses disturbed areas be reduced by means of planned engineering works (diversion, detention basins, berms).

C. Unless noted on drawings, do not remove trees and surface vegetation.

D. Expose the smallest practical area of soil at any given time through construction scheduling. Make the duration of such exposure before application of temporary erosion control measures or final revegetation as short as practicable.

E. CONTRACTOR shall provide a "qualified" inspector to inspect erosion control and sediment controls once in place. Inspector shall have prior experience with and knowledge of installation and maintenance of erosion and pollution controls. Unless stricter requirements are mandated by DNR or by any local permits, project site erosion control inspection shall be conducted every seven days and after each one-half-inch rainfall or greater. CONTRACTOR shall maintain hard copies of the inspection reports for the duration of the Project.

F. Any necessary repairs to erosion and sediment control facilities shall be provided within 24 hours to all corrective measures noted on the inspection reports to address pollution issues. CONTRACTOR shall submit to OWNER a written notice stating the times, dates and actions taken to rectify the defective erosion and sediment controls.

G. CONTRACTOR shall also make any necessary additions for erosion and sediment control as may result from on-site conditions or the progress of the Work or as may be required by DNR or OWNER.

H. Disturbed areas shall be stabilized with temporary or permanent measures within 14 calendar days of the soil disturbance or redisturbance.

I. All temporary erosion and sediment control measures shall be removed within 30 days after final stabilization is achieved or after the temporary measures are no longer needed. All sediment accumulated in temporary and permanent facilities shall be removed and properly disposed of and the area restored.

J. Install all erosion control products and devices in accordance with the manufacturer's recommendations, Item 506 of the Standard Specifications, and the TCEQ Erosion Control BMPs.

END OF SECTION

For more location information
please visit www.strand.com

Office Locations

Brenham, Texas | 979.836.7937

Cincinnati, Ohio | 513.861.5600

Columbus, Indiana | 812.372.9911

Columbus, Ohio | 614.835.0460

Indianapolis, Indiana | 317.423.0935

Joliet, Illinois | 815.744.4200

Lexington, Kentucky | 859.225.8500

Louisville, Kentucky | 502.583.7020

Madison, Wisconsin* | 608.251.4843

Milwaukee, Wisconsin | 414.271.0771

Phoenix, Arizona | 602.437.3733

*Corporate Headquarters

STRAND
ASSOCIATES®

STAFF REPORT

MEETING DATE: September 24, 2019 **AGENDA ITEM**: 9F

TITLE:
Consider action to approve Resolution No. R-2019-85 of the City Council of the City of Bastrop, Texas, approving a task order with MWM DesignGroup to provide the services of City Engineer in the amount of One Hundred Fifty-Six Thousand Four Hundred Forty-Eight Dollars ($156,448.00); attached in Exhibit A; authorizing the City Manager to execute all necessary documentation; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:
Lynda Humble, City Manager
Trey Job, Assistant City Manager of Development Services

BACKGROUND/HISTORY:
The City of Bastrop hired MWM DesignGroup as part of the Request for Qualifications (RFQ) process completed in July 2018. In response to H.B. 3167, the City has restructured development related operations to accommodate these state law changes. As a part of the City's FY2020 budget, a Construction Manager position was created. Jerry Palady, who has served as City Engineer, will become the Construction Manager effective October 1st.

Rather than hire an "in-house" City Engineer, Staff believes this position could be better managed by outsourcing. Therefore, the attached task order with MWM DesignGroup will appoint Tony Buonodono as City Engineer and Matt Rector as Assistant City Engineer. By doing so, the City development team can be scalable, depending upon the level of activity from month to month, and have the ability to act quickly in the required 30-day timeframes, when needed. The City will only pay for City Engineering services when we need them.

The attached task order also provides a list of tasks for the City Engineer including assisting with civil engineering, plan review, and project management. Mr. Buonodono will have a city email, that forwards to his business email address, allowing him to conduct City business using City email. This email address will capture all city-related emails on the City's servers for record retention purposes.

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

FUNDING SOURCE:
FY20 Annual Budget – Funding allocated to City Engineer position.

RECOMMENDATION:
Consider action to approve Resolution No. R-2019-85 of the City Council of the City of Bastrop, Texas, approving a task order with MWM DesignGroup to provide the services of City Engineer in the amount of One Hundred Fifty-Six Thousand Four Hundred Forty-Eight Dollars ($156,448.00); attached in Exhibit A; authorizing the City Manager to execute all necessary documentation; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution
- Task Order/Scope of Work

RESOLUTION NO. R-2019-85

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING A TASK ORDER WITH MWM DESIGNGROUP TO PROVIDE THE SERVICES OF CITY ENGINEER IN THE AMOUNT OF ONE HUNDRED FIFTY-SIX THOUSAND FOUR HUNDRED FORTY-EIGHT DOLLARS ($156,448.00).; 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 of Bastrop City Council understands the importance of proper plan review; and

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

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

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

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

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

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

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

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

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

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop, Texas this 24th day of September 2019.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

TASK ORDER
SCOPE OF SERVICES

CITY OF BASTROP
CITY ENGINEER AND PLAT/PLAN REVIEW SERVICES

The City of Bastrop (City) has requested a proposal from MWM DesignGroup (MWM) to act as the City Engineer and to review Preliminary plat and Public Improvement Plan submittals that are submitted to the City by residents and/or developers. Tony Buonodono will be assigned as the City Engineer and Matt Rector will be assigned as the Assistant City Engineer.

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

MWM understands that plat/plan timelines specified in HB 3167 from the 2019 Texas Legislative Session will be followed.

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

SCOPE OF SERVICES

City Engineer (time and materials)

Task 1: Project Management and Plat/Plan Review Coordination

MWM will perform project management duties including status reports and monthly invoices to cover work completed to date. The status report will summarize work completed, the work scheduled to be completed, and identify any outstanding issues or decisions that must be resolved. MWM will also provide coordination and staff allocation to perform reviews of Plats and Public Improvement Plans.

Task 2: Plat and Public Improvement Plan Review Process Development

MWM will review and become familiar with the City of Bastrop codes and ordinances related to development. Based on the codes and ordinances, MWM will prepare checklists and review processes to facilitate efficient reviews of submitted Plats and Public Improvement Plans.

Task 3: Development Review Coordination Meetings

MWM will attend and participate in Development Review Coordination meetings weekly with each meeting having a duration of up to 4 hours (anticipated to be a half day every Thursday). MWM anticipates that the meetings will be consist of review of comments on plats and/or public improvement plans with City Staff and providing support to developers regarding the City code, ordinances, and processes for plats and public improvement plans.

Task 4: City Council Meetings

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

Task 5: Other City Engineer Tasks

MWM will have a City of Bastrop email address that will be monitored by the City Engineer or Assistant City Engineer with emailed requests responded to promptly. MWM will stay informed with City business, perform periodic grant reviews, and assist with miscellaneous tasks related to the position of City Engineer. MWM anticipates these tasks having a duration of up to 20 hours per month.

Plat/Public Improvement Plan Review (time and materials - passthrough)

Task 6: Preliminary Plat Review

MWM will review preliminary plats submitted by residents and/or developers from an engineering standpoint related to technical compliance (drainage, infrastructure, etc.). Reviews are anticipated to follow the processes and utilize checklists prepared as part of Task 2 above and as provided by the City. Comments will be provided citing specific sections of code and/or ordinances.

Task 7: Public Improvement Plan Review

MWM will review Public Improvement Plans submitted by residents and/or developers from an engineering standpoint related to technical compliance (drainage, infrastructure, etc.). Public improvement plans are understood to include subdivision plans, site plans, and land development plans within the city limits of the City of Bastrop. Reviews are anticipated to follow the processes and utilize checklists prepared as part of Task 2 above and as provided by the City. Comments will be provided citing specific sections of code and/or ordinances.

EXCLUDED SERVICES

- Preparation of Capital Improvement Plan (CIP) or CIP Budget

- Management of CIP projects designed by others
- Preliminary and/or detailed design services
- Any other services not specifically described in the tasks above.

SCHEDULE OF COMPENSATION

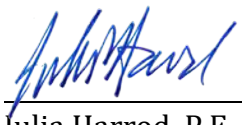
City Engineer Services, Tasks 1-5 described above, will be provided on time and materials basis for an amount no to exceed of $156,448.00 based on the attached standard hourly rate schedule for a duration of 12 months. Reviews under tasks 6 and 7 will be provided on an hourly basis in accordance with the attached standard hourly rate schedule and are anticipated to be a pass-through cost for the City (City reimbursed by developers)

ATTACHMENTS

Attachment A: Fee Breakdown
Attachment B: Standard Hourly Rates

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

Approved:



Julia Harrod, P.E.
President

September 13, 2019
Date

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

Lynda Humble
City Manager

Date

City of Bastrop
1311 Chestnut Street
Bastrop, Texas 78602

ATTACHMENT A

MWM DesignGroup Fee Breakdown

Date: 9/13/19

Project: Bastrop City Engineer

Time and Materials

TASK DESCRIPTION	LICENSED PROFESSIONAL / PMIV	TOTAL
City Engineer (Time&Materials)		
Task 1: Project Management and Review Coord.	96	96
Task 2: Plat and PIP Review Process Development	40	40
Task 3: Development Review Coordination Meetings (50)	250	250
Task 4: City Council Meetings (10)	60	60
Task 5: Other City Engineer Tasks (20/mo)	240	240
Hours Subtotal	686	686
Subtotal (hours * rate)	$ 153,664.00	$ 153,664.00
Reimbursable Expenses		
Mileage (approx. 60 trips * 80 miles * $0.58/mi)		$2,784.00
Subtotal		$2,784.00
Summary		
Design Phase	$ 153,664.00	
Reimbursable Expenses	$2,784.00	
TOTAL	**$ 156,448.00**	

ATTACHMENT B

2019

MWM DesignGroup Rates

Labor Categories	
Licensed Professional V / Principal	$ 290.00
Licensed Professional IV / Sr Project Manager	$ 224.00
Licensed Professional III / Sr Project Manager	$ 195.00
Licensed Professional II / Project Manager	$ 160.00
Licensed Professional I / Project Manager	$ 130.00
Engineering/Arch Support Staff II	$ 125.00
Engineering/Arch Support Staff I	$ 95.00
Sr Technician	$ 105.00
Technician	$ 95.00

STAFF REPORT

MEETING DATE: September 24, 2019 **AGENDA ITEM**: 9G

TITLE:
Consider action to approve the second reading of Ordinance No. 2019-38 of the City Council of the City of Bastrop, Texas adopting a budget for the Fiscal Year 2019-2020 (October 1, 2019 through September 30, 2020), attached as Exhibit A; providing that expenditures for said Fiscal Year be made in accordance with said budget; providing a severability clause; establishing an effective date; and proper notice and meeting.

STAFF REPRESENTATIVE:
Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:
The City Council held a Budget Workshop on April 24, 2019 to discuss budget challenges and needs of the community.

The City Manager presented the proposed budget for FY2019-2020 on August 13, 2019. The City Council held Budget Workshops on August 20, 2019 and August 21, 2019 to go over the budget in more detail and answer any questions from Council.

All changes and recommendations have been incorporated into this final version. This version has been uploaded to the website, provided to City Secretary and placed at the Bastrop Public Library.

Changes made since the last budget workshop are as follows:

- Bastrop Economic Development Corp (BEDC) – final budget numbers provided by BEDC were updated
- Hunter's Crossing Public Improvement District (PID) – final budget numbers provided by Local Government Corp. board
- Vehicle Equipment Replacement Fund (VERF) – BP&L truck that was projected to carry-over to FY2020 came in during FY 2019 so this fund has been updated to reflect that change

Council approved on first reading at the Council Meeting held on Sept. 10, 2019.

POLICY EXPLANATION:
Section 6.05 of the City Charter states: "After public hearing, the Council shall analyze the budget, making any additions or deletions considered appropriate, and shall, at least three (3) days prior to the beginning of the fiscal year, adopt the budget by a favorable vote."

Since the Charter requires two readings for an Ordinance to be effective, the second reading of this Ordinance adopting the budget for FY 2019-2020 will be on September 24, 2019 at the regular scheduled Council meeting.

FUNDING SOURCE:
N/A

RECOMMENDATION:
Consider action to approve the second reading of Ordinance No. 2019-38 of the City Council of the City of Bastrop, Texas adopting a budget for the Fiscal Year 2019-2020 (October 1, 2019 through September 30, 2020) attached as Exhibit A; providing that expenditures for said Fiscal Year be made in accordance with said budget; providing a severability clause; establishing an effective date; and proper notice and meeting.

ATTACHMENTS:

- Ordinance No. 2019-38
- Exhibit A – Annual Proposed Operating Budget for FY2019-2020

ORDINANCE NO. 2019-38

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, ADOPTING A BUDGET FOR THE FISCAL YEAR 2019-2020 (OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020), ATTACHED AS EXHIBIT A; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR BE MADE IN ACCORDANCE WITH SAID BUDGET; PROVIDING A SEVERABILITY CLAUSE; ESTABLISHING AN EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, the City Manager and staff have prepared and filed with the City Secretary a proposed budget for the operation of the City during Fiscal Year 2019-2020; and

WHEREAS, the City Manager of the City of Bastrop has submitted to the Mayor and Council a proposed budget of the revenues and expenditures/expenses of conducting the affairs of said City and providing a complete financial plan for Fiscal Year beginning October 1, 2019 and ending September 30, 2020; and

WHEREAS, the City Council on September 10, 2019 conducted a public hearing to receive input from citizens of the City concerning the content of the budget, and for which notices were duly posted in the *Bastrop Advertiser*; and

WHEREAS, the City has acknowledged that this budget will raise more total property taxes than last year's budget by $307,781 or 8.7%, and of that amount $124,315 is tax revenue to be raised from new property added to the tax roll this year; and

WHEREAS, the City Council having considered the proposed budget and minor changes, at length, and having provided input in its preparation, has determined that the proposed budget and the revenues and expenditures contained therein are in the best interest of the City and, therefore, the Council desires to approve and adopt the budget by formal action.

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

Section 1: The proposed budget for the fiscal year beginning October 1, 2019 and ending September 30, 2020, as submitted to the City Council by the City Manager, which budget is attached hereto as Exhibit "A," for all purposes is hereby approved and adopted as the City's budget of all revenue and expenditures/expenses of the City of Bastrop, Texas for Fiscal Year 2019-2020; and

Section 2: The sum of sixty-one million, six hundred seventy-eight thousand and eight hundred fourteen U.S. Dollars ($61,678,814) is hereby appropriated for the City's FY2019-2020 Budget. Further, these funds are for payment of operating, capital, and debt service expenses associated with the operation and administration of the City, according to the various purposes and intents described in the FY 2019-2020 budget document.

Section 3: Should any paragraph, sentence, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect

the validity of this Ordinance, as a whole, or any part or provision thereof, other than the part or parts adjudged to be invalid, illegal, or unconstitutional.

Section 4: This Ordinance shall be in full force and effect from and after its adoption by the City Council, pursuant to applicable State and local laws and the City Charter.

Section 5: All other ordinances and Code provisions that are in conflict herewith are hereby repealed, but only to the extent of any such conflict or inconsistency.

Section 6: It is hereby officially found and determined that the meeting at which this Ordinance was passed with a majority vote as shown below, 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.

Mayor Pro Tem Lyle Nelson	YEA____	NAY____	ABSTAIN____	ABSENT____
Council Member Bill Peterson	YEA____	NAY____	ABSTAIN____	ABSENT____
Council Member Drusilla Rogers	YEA____	NAY____	ABSTAIN____	ABSENT____
Council Member Bill Ennis	YEA____	NAY____	ABSTAIN____	ABSENT____
Council Member Dock Jackson	YEA____	NAY____	ABSTAIN____	ABSENT____

READ and APPROVED on First Reading on the 10th day of September 2019.

READ and ADOPTED on Second Reading on the 24th day of September 2019.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney



Exhibit A

FY 2019-20 Budget

Proposed

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CITY OF BASTROP, TEXAS

Annual Proposed Operating Budget

Fiscal Year 2019-2020

"The property tax revenue increased from the same property as previous year by $183,466".

CITY OF BASTROP, TEXAS

Annual Proposed Operating Budget

Fiscal Year 2019-2020

City Council Record Vote
The members of the governing body voted on the adoption of the budget as follows:

William Ennis-
Dock Jackson-
Lyle Nelson, Mayor Pro-Tem-
Willie Peterson-
Drusilla Rogers-

"This budget will raise more revenue from property taxes than last year's budget by an amount of $307,781, which is an 8.7% increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is $124,315".

TAX RATE					
Fiscal Year	Property Tax Rate	Effective Tax Rate	Effective M&O Tax Rate	Rollback Tax Rate	Debt Rate
2019-2020	0.5640	0.5322	0.3477	0.5704	0.1949
2018-2019	0.5640	0.5534	0.3575	0.5809	0.1949

Municipal Debt Obligations – Principal & Interest		
Tax Supported	Revenue Supported	Total
$28,651,919	$22,569,884	$51,221,801

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Boards & Commissions
Volunteer Fair – July 2018

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Introduction

Introduction

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"The mission of the City of Bastrop is to continuously strive to provide innovative and proactive services that enhance our authentic way of life to achieve our vision."



Mission Statement

City Council

The City of Bastrop is governed by a Council-Manager form of government in which the Council establishes City policy through ordinances and resolutions and the City Manager carries out City policy and is responsible for City operations. The Bastrop City Council consists of the Mayor and five Council members. The Mayor and Council are elected at-large, which means they represent the entire City and that all registered voters may vote for all six places.



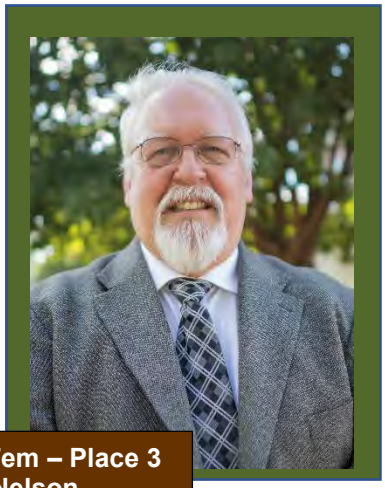
Mayor
Connie Schroeder



Council Member – Place 2
Drusilla Rogers



Council Member – Place 1
Bill Peterson



Mayor Pro Tem – Place 3
Lyle Nelson



Council Member – Place 4
Bill Ennis



Council Member – Place 5
Dock Jackson

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Executive Team



Lynda Humble
City Manager



James Altgelt
Assistant City Manager of Public Safety & Community Support



Tanya Cantrell
Director of Human Resources



Trey Job
Assistant City Manager of Development Services



Matt Jones
Director of Planning & Development



Jerry Palady
City Engineer



Tracy Waldron
Chief Financial Officer

GOVERNMENT FINANCE OFFICERS ASSOCIATION

Distinguished Budget Presentation Award

PRESENTED TO

City of Bastrop

Texas

For the Fiscal Year Beginning

October 1, 2018

Christopher P. Morrill

Executive Director

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USERS GUIDE TO THE BUDGET

The primary purpose of the budget document is to develop both the operating and capital improvement plans in accordance with the policies of the City of Bastrop. By adopting this budget, the City Council establishes the level of services to be provided, the amount of taxes and utility rates to be charged, and various programs and activities to be undertaken.

The **OVERVIEW** section includes the City Manager's transmittal letter to the Mayor and City Council highlighting significant changes in the adopted budget. It also provides the reader with a synopsis of the Adopted Budget, including information on expenditures and revenues, major program changes, and a schedule of staffing levels detailing changes in the City's authorized positions. This section also includes an in-depth Community Profile.

The **STRATEGIC VISION** section gives an overview of the City's long-range strategic plan by providing an overview of Comprehensive Plan accomplishments, FY 2019 Achievements, and the Organizational FY 2020 Workplan as well as our Budget calendar.

The **FINANCIAL SUMMARY** section includes information about organizational structure as well as financial information as it relates to the functional divisions and departments of our city. It also provides revenue and expense information in both summary and detail format.

The City's budgeted governmental funds include the **GENERAL FUND**, which accounts for all financial resources except those required to be accounted for in another fund, and includes basic governmental services such as Police, Fire, and Parks functions.

Funds such as **BP&L, HOTEL OCCUPANCY TAX, INNOVATION FUND, STREET MAINTENANCE FUND, WATER/WASTEWATER FUND AND OTHER FUNDS** are specific revenue funds and/or proprietary funds. Each fund provides details on its purpose, and provides a brief summary highlighting the FY 2020 priorities.

The **CAPITAL PROJECTS** section provides information about the upcoming capital improvement program Capital Improvement Plan (CIP), including five-year capital improvement plans for all utility and general capital improvements.

The **DEBT** section provides summary schedules for each of the City's bond types, such as tax supported and self-supporting certificates of obligation, and utility revenue bonds. The City's debt management policy and an overall outstanding debt summary are also included.

The **STATISTICAL** section includes various miscellaneous data, as well as, graphs illustrating the historical property tax revenue and related information.

The **REFERENCE** section includes the City's Fiscal and Budgetary Policy, which guides not only the development of the City's annual budget, but also much of the City's financial operations. This policy is updated annually as part of the budget process. This section also includes utility rate schedules and copies of the ordinances adopting both the budget and tax rate. Finally, this section includes the detailed listing of authorized full-time equivalent positions.

An **ACRONYMS/GLOSSARY** section is included to provide definitions of budget terminology along with a listing of acronyms used throughout the budget.



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Overview

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Picture: Bastrop Music Festival May 2019



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MEMORANDUM

TO: Honorable Mayor & City Council Members

FROM: Lynda K. Humble, City Manager

DATE: August 13, 2019

RE: Proposed FY 2020 Budget

The City Charter, Article VI – Financial Procedures, Section 6.02 Preparation & Submission of Budget states that "The City Manager, at least 30 days (August 31st) prior to the commencement of the fiscal year, shall prepare and submit a budget to Council, which shall contain Items 1 - 5. I am pleased to submit FY 2020 Budget in compliance with this provision.

Cities under assault at the 86th Legislative Session:

Cities across the State of Texas came under assault by the Texas Legislature in the recent 86th Legislative Session. There are six (6) specific pieces of approved legislation that have detrimental impacts to local control and long-term fiscal sustainability of municipalities across this state.

Since my hiring in March 2017, under the direction of City Council, we have embarked on building a long-term strategic plan to make Bastrop fiscally sustainable, while planning for the next 100 years. **Literally with the stroke of a pen, whether actually signed by the Governor or just allowed to go into effect, the future of cities changed overnight. And in doing so, our strategic plan was significantly altered.** Because the State Legislature ended on May 27th and the Governor has twenty (20) days to sign or veto a bill, it was late June before we could truly start to understand the impact of the 86th Legislative Session.

The FY 2020 Budget for the City of Bastrop must be completed and presented to Council on August 13th, which is less than six (6) weeks after the passage of legislation requiring cities, especially smaller ones, to feverously modify operations to accommodate these requirements. **Because the impact of these bills is significant and there is such a limited time to understand all of the ramifications to our long-term fiscal sustainability, we are going to essentially present the FY 2019 budget with several modifications**.

Staff will immediately start the FY2021 budget process to understand the long-term implications of these bills and present Council with policy options to address long-term fiscal sustainability as a part of the FY2021 budget adoption process next spring/summer.

Impacts of 86th Legislative Session on Local Government Control & Long-Term Fiscal Sustainability:

Without a doubt, this legislative session dealt a blow to municipality's ability to provide local control on local issues. There are numerous bills adopted that impact cities. However, these six (6) bills are highlighted because of the detrimental impact to local control and future fiscal sustainability.

To provide a specific example on the detrimental impact to local control, Texas Municipal League, Legislative Update – June 7, 2019 put S.B. 2 into perspective:

> *"Consider that the state budget passed this session will grow state general revenues, supported by state taxes, by at least 9.5% more than the budget passed two years ago (and perhaps higher, depending on how the numbers are calculated). No vote of the people was held to sanction that growth, yet cities must take increases over 3.5% to their voters. The only possible explanation for that cognitive dissonance is that the state legislature thinks their decisions are superior to those of local officials."*

The elimination of unilateral annexation is extremely detrimental to our future. Bastrop is a community with an unusually large extraterritorial jurisdiction (ETJ), spanning 145.7 square miles. As development occurred, it was logical to assume that some portions of the City's ETJ would be annexed over the next 50 - 100 years or so. Building Bastrop and the adoption of Bastrop Building Block Codes, which has been a SIGNIFICANT portion of our FY 2019 workload, is being created to serve as an important foundation for long-term fiscal sustainability as the City grows through development of its existing 9.11 square miles and annexation of its ETJ.

Annexation has always been a key component to any City's ability to expand while growing its tax base. Bastrop is currently 9.11 square miles and will stay that way for the foreseeable future. If I conducted a SWOT (strengths, weaknesses, opportunities, and threats) Analysis, our ability to no longer utilize our ETJ is a significant threat for several reasons: (1) upstream development will be a serious threat to downstream flooding of Bastrop; (2) our infrastructure continues to age so we will have to become fiscally sustainable within our existing 9.11 square miles; and (3) now that we cannot annex, we must re-evaluate current development standards in the ETJ. As we work through this issue and its impact on future development, I anticipate the list of threats will grow.

There are two (2) bills, H.B. 3167 (Effective September 1, 2019) and H.B. 852 (Effective Immediately) that deal with development processes and have required significant operational changes to our development process. Council is having a Special Council Meeting on August 14th to hear presentations on the proposed changes and adopt multiple ordinances by August 27th to ensure compliance with these new rules.

Lastly, S.B. 1152 allows companies that provide both cable and phone services to stop paying the lesser of their state cable franchise or telephone access line fees. This bill will cost the City of Bastrop $50,000 in franchise fees in FY 2020. Council recently authorized the City to join a statewide lawsuit of other cities suing the State of Texas as we believe this law is unconstitutional. Cities are prohibited by the Texas Constitution from using public tax dollars to fund private purposes.

S.B. 2 – (Yea Vote – Representative John Cyrier (Listed as a Bill Sponsor); Nay Vote – Senator Kirk Watson)

Summary:

- This bill takes effect January 1, 2020 and lowers the city property tax rollback from 8% to 3.5%, with an automatic election required to exceed that percentage.
- As a concession, the bill allows three (3) years "banking" of any unused rollback increment.
- It guaranteed a $500,000 levy increase threshold for most cities under 30,000 population without triggering a rollback election.

H.B. 347 – (Yea Vote – Representative John Cyrier; Nay Vote – Senator Kirk Watson)

Summary:

- Effective immediately, most unilateral annexations ended by any city, regardless of population or location.
- Annexation now allowed (1) on request of each owner of the land, (2) an area with a population of less than 200 by petition of voters and, if required, owners in the area; and (3) an area with a population of at least 200 by election of voters and, if required, petition of landowners.

H.B. 852 - (Yea Vote – Representative John Cyrier; Senator Kirk Watson):

Summary:

- Effective immediately, residential building permit fees can not be based on the value of the dwelling, the cost of constructing or improving the dwelling.
- The City cannot require the disclosure of information related to the value or cost of constructing or improving a residential dwelling as a condition for obtaining a building permit except as required by FEMA for participation in the National Flood Insurance Program.

S.B. 1152 – (Nay Vote – Representative John Cyrier; Senator Kirk Watson did not vote):

Summary:

- Effective September 1, 2019, companies that provide both cable and phone services will be allowed to stop paying the lesser of their state cable franchise or telephone access line fees.
- This bill will cost the City of Bastrop $50,000 in franchise fees in FY 2020.
- **The City Council recently authorized the City joining other cities statewide to sue the State of Texas on the basis of unconstitutionality. Cities are prohibited by the Texas Constitution from using public tax dollars to fund private purposes.**

H.B. 2439 - (Yea Vote – Representative John Cyrier; Nay Vote – Senator Kirk Watson)

Summary:

- Effective September 1, 2019, cities may not adopt or enforce a "rule, charter provision, ordinance, order, building code or other regulation that prohibits or limits the use or installation of a building product or material that is approved for use by a national model code published within the last (3) code cycles.
- Exemptions were made to accommodate historical preservation.

H.B. No. 3167 – (Yea Vote – Representative John Cyrier; Senator Kirk Watson):

Summary:

- Effective September 1, 2019, State Law requires that a subdivision development plan, subdivision construction plan, site plan, land development application, site development plan, preliminary plat, general plan, final plat, and replat be approved, approved with conditions, or disapproved by staff and/or Planning & Zoning Commission within 30 days of submission or it is deemed approved by inaction.

- A municipal authority must provide a written statement clearly articulating each specific condition for conditional approval or reason for denial.
- If legal action is taken challenging the disapproval of a plan or plat, the burden of providing clear and convincing evidence that the disapproval meets the requirements of this subchapter lies with the municipality.

FY 2019 – Foundation for FY 2020 Budget:

As noted above, there is limited time to understand all of the ramifications from the recent 86th Legislative Session and its impact on the City's future fiscal sustainability. Therefore, we are going to essentially present the FY 2019 Budget with several modifications.

Last year, staff made substantial improvements to the FY 2019 Budget Book in an effort to achieve a Fiscal Responsibility workplan goal of obtaining the Government Finance Officers Association Distinguished Budget Presentation Award. We are PROUD to announce that the City of Bastrop did indeed win this award for FY 2019, the first time the City has ever achieved this recognition.

The FY 2020 Budget Book will follow the same format as well. We started with FY2019 as the base budget for FY 2020 with the following changes:

- Last year, we budgeted salary savings of $172,254 in Organizational, which was achieved. We have zeroed out all salary savings because we will be fully staffed in FY 2020, so 100% of salary expenditures are included in full FY 2020. Once the unfinished portion of City Hall has been renovated, which is estimated to be completed in October, and office space is available, the Council Liaison position will be filled.

- There are two vacant positions that are frozen and not funded in FY 2020. Those positions include Assistant Finance Director Position and the Hospitality & Downtown Director, which was funded 25% by General Fund.

- Part-time fire personnel, funded at $82,000 in the Innovation Fund in FY 2019, is now included in FY 2020 General Fund in the Fire Department as a part of reoccurring expenses.

- LaserFiche Licenses, funded at $11,495 in the Innovation Fund in FY 2019, is now included in the FY 2020 General Fund in the Information Technology Department as a part of reoccurring expenses. These licenses are used for our paperless Records Management system.

- In FY 2019, there was $315,000 in unbudgeted expenses that have been covered by additional salary savings and unspent expenditures. Staff anticipated in the April/May timeframe that these expenditures could occur. An operational plan was established to monitor monthly. There is $100,000 in litigation expenses that paid for the Vandiver settlement, which was not budgeted due to the unknown timing of payments per the agreement. City Attorney legal fees are projected to be $415,000, which is $215,000 more than budgeted due to the significant amount of work accomplished in FY2019 associated with Building Bastrop codes, the moratorium, the 1445 Ordinance, the Grandfathering Ordinance, the Storm Drainage Ordinance, and contract reviews for all new engineering contracts and CIP projects, just to name a few. The increase in attorney fees are due to one-time projects and not anticipated to be a reoccurring expense in FY 2020 at the FY

2019 level. A budget amendment will be required in September to cover these expenses, once we have a better grasp of final numbers.

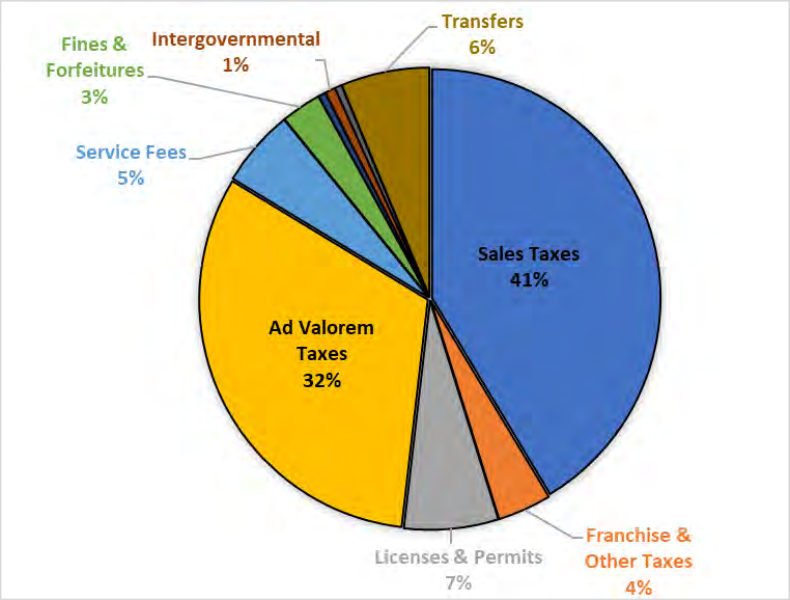
In Organizational, there is a $537,625 increase in FY 2019 Year-In Projected when compared to the FY 2019 Original Budget. As noted above, $215,000 is allocated for legal fees, $100,000 is allocated to the payment of the Vandiver settlement, $172,254 is allocated to Salary Savings, and the remaining $69,400 is allocated to the update to the Thoroughfare Plan, Chapter 5 of the Regional Transportation Plan and expenses related to Ramos Restaurant being declared a dangerous building.

FY 2020 Revenue Assumptions – General Fund Overview:

This budget takes a conservative approach in forecasting revenues. **Proposed revenues for FY 2020 are $12,229,361 which represents a 6.25% increase or $719,543 over FY 2019 year-end projected.** This includes $198,991 transfer in from the Innovation Fund. Funding in the City's General Fund is derived from 10 major categories, with Sales Tax being the largest category at 42% and Ad Valorem taxes the second largest at 32%. The pie chart shows the revenue percentage breakdown by category and the bar graph shows the growth of Sales Tax, Ad Valorem Tax, and all other revenues over five years.

CHART 1

The largest General Fund revenue source is Sales Tax, which totals 42% of General Fund Revenue. Proposed FY 2020 Sales Tax revenue is forecasted to be $5,084,400, which is a 1.7% increase or $85,007 more than FY 2019 year-end budget projections, which includes the addition of new businesses, including Home Goods, which opened in July, and James Avery, scheduled to open in 2020.



Ad Valorem Taxes is the second largest General Fund revenue source, which is split between the General Fund (Operations & Maintenance tax rate), and Debt Service (Interest & Sinking tax rate). Ad Valorem Taxes total 32% of General Fund Revenue. Property values for the City of Bastrop are certified by the Bastrop County Appraisal District. **Values for FY 2020 show a net taxable value of $967,932,907, which is a 7.8% increase over FY 2019.** Property values will generate $3,850,795 in revenue, which is $279,306 more than FY 2019 year-end budget projections. The property tax rate will remain $0.5640, which has been the City's tax rate since 2015.

A detailed summary of all sources of General Fund revenue can be found in the Budget Summary, located at the beginning of the General Fund section of the FY 2020 Budget.

FY 2020 Revenue – Cost Recovery through Fees:

Proposed Increase in Development Fees to cover 75% of Actual Costs:

The City is prohibited by the Texas Constitution from using public tax dollars to fund private purposes, which is why development fees are necessary. The State Legislature is prohibited from granting public money to any private entity. It is also prohibited from authorizing political subdivisions from making any grants of money to any private entity. The City is both authorized and obligated to assess reimbursement expenses for services with a public purpose.

Total costs allocated to development related activities in the FY 2020 budget is approximately $1,085,324. **In FY 2019, Licenses & Permit Fees are projected to be $518,367, which is less than 50% of the actual costs. City of Bastrop residents are subsidizing development by more than 50%. Therefore, Staff is recommending a policy that fees will be established to offset development costs by 75%.** At 75%, approximately $814,000 will be generated to cover development related fees, which represents an increase of $295,633 over FY 2019 year-end budget projections. The remaining 25% will be imbedded in our current tax collections and allow day-to-day permit fees for small trade permits such as plumbing, mechanical, electrical or fees for items like certificates of appropriateness, and lot of record review to remain at today's low cost. These services are primarily used by residents and would be covered by taxes paid by residents.

Staff will do a detailed presentation of the proposed fee increase at the August 14th Special Council Meeting to meet the 75% fee recovery. **Normally fees are adopted as a part of the budget adoption process. However, a new Master Fee Ordinance must be approved prior to September 1st in order to update existing fees and add new fees necessary to comply with H.B. 3167, which requires a 30-day approval on certain plans and plats, or they are deemed approved.** Proposed fees were established based on time allocation associated with each permit. Staff's proposed fees are still substantially less than those charged by the City of Austin. A copy of Austin's existing fees is included in the August 14th agenda packet.

Proposed Non-Resident Library Fee Effective January 1, 2020:

The FY 2020 budget for the Library is $741,267. There are 11,649 registered users of the Library:

CHART 2

Library Registered Users	Number of Users	% of Total	FY 2020 Budget Allocation
City	2,567	21.7%	$160,855
County	8,093	68.5%	$507,768
Other*	989	9.8%	$72,644
TOTAL	**11,649**	**100%**	**$741,267**

**Other includes faculty, staff, Friends of the Library, Library Board, non-residents, and TexShare cards*

As Chart 2 shows above**, City of Bastrop residents make up 22% of the total registered users that pay $732,767 of the total budget**. The County contributes $8,500 in an annual County grant.

While there is not an expectation that the Library will see a 100% cost recovery through fees, **staff is proposing a Non-Resident Fee in FY 2020 effective January 1, 2020. The fee would generate $75,000 annually in Service Fee revenue, assuming that 3,000 non-City library cards were issued.** This revenue projection is built on a very conservative estimation that 37% of the County would be willing to pay the fee. The proposed fee is as follows;

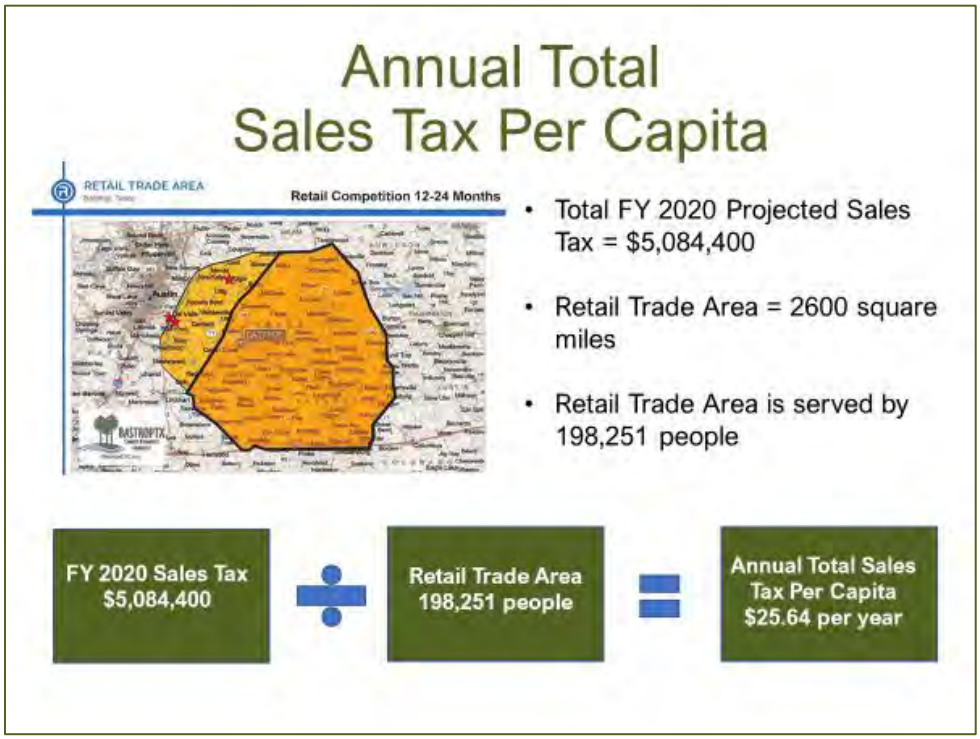
- Annual Non-City Library Card Fee - $25
- Six (6) Month Non-City Library Card Fee - $15

As noted above, the effective date of the fee is January 1, 2020. **The first quarter of FY 2020 staff would build a public education campaign and notify all non-city registered users of the new fee and explain the value of the card.** The $25 non-city library card fee of $2.08 per month would be defined and then compared to Netflix or some other popular monthly subscription, which can easily run $15.00 or more per month.

Sales Tax Per Capital Contribution:

County residents are quick to point out that they do pay taxes to the City of Bastrop in the form of sales tax. Therefore, it is important to understand Annual Sales Tax Per Capital Contribution**. As you can see from Chart 3 below, the annual total sales tax per capita is $25.64, which represents the 1% sales tax paid to the City annually**. Services utilized by non-residents include the Library, parks, emergency services, streets, etc. **In comparison, citizens will pay on average $1,156 in property taxes in 2019, based on the average home value of $204,937.**

CHART 3

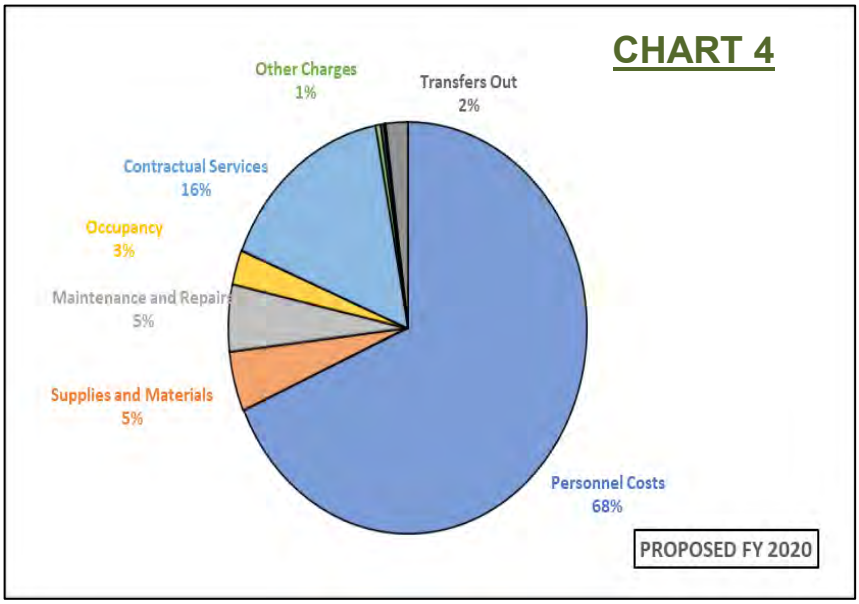


In the April 2017 issue of libraryjournal.com, a survey was published of national fees and fines. Of those responding, 48% of the reporting libraries charged a non-resident fee. Prices varied depending upon the circumstances.

FY 2020 Expenditure Synopsis – General Fund Overview:

Proposed General Fund expenditures for FY 2020 are $12,030,370, which represents a 4.8% increase or $556,137 over FY 2019 year-end projected. The increase is largely attributed to the addition of 4.4 new positions and a 2.5% step increase in accordance with the City's compensation plan. **The City received a 3% reduction in healthcare costs, which produced a slight decrease in health insurance expenditures in FY 2020.**

CHART 4



As shown in Chart 4 above, the General Fund is broken into nine (9) major categories, which are personnel, supplies and

materials, maintenance and repairs, occupancy, contractual services, other charges, contingency, capital outlay, and transfers out.

There is an increase of $820,206 in FY 2020 Personnel costs when compared to FY 2019 year-end projections. In FY 2019, there was $445,342 in salary savings. In FY 2020, all salary savings are funded at 100% and $374,861 represents 4.4 new positions and a 2.5% step increase for employees.

There is an increase of $106,776 in FY 2020 Supplies & Materials costs when compared to FY 2019 year-end projections. In FY 2019, there is $29,000 earmarked for Emergency Management that has not been needed. The remaining $77,776 represents savings that all departments in FY 2019 to cover Organizational expenses noted above.

There is an increase of $172,254 in FY 2020 Contingency costs when compared to FY 2019 year-end projections. In FY 2019, there is $172,254 in salary savings, which have been funded at 100% in FY 2020. The City's financial policy requires that $35,000 be allocated annually for contingency, which was budgeted for $35,000 in FY 2019 and $35,363 in FY 2020.

Outlined below is a brief overview of the new expenditures, which are included in the FY 2020 Budget:

Salary Increase:

There is a 2.5% salary increase, which totals $79,551.62 in the General Fund, to maintain the City's compensation plan. In addition, the City has received a 3% reduction in health insurance, which can be attributed to our employees' utilization of Compass Medical Services, which has saved the City over $130,000 in claims since its inception last year!

Fire Department - #1 Budget Priority

During the April Budget workshop, Chief Rosales made a compelling presentation regarding the needs of the Fire Department. At that time, I indicated that the Fire Department would be my number one (1) budget priority. The FY 2020 Budget contains the following items:

- Part-Time Fire Personnel for Night Coverage – There will be two (2) part-time fire personnel on duty at night to ensure appropriate response times are maintained.
- New Fire equipment – 1 Pumper and 1 Aerial Ladder Truck - $2,592,319. There is available capacity in the City's Debt Fund in FY 2020, 2021, and part of 2022 to purchase $2.8 million in Fire equipment without raising taxes. We are truly living on borrowed time in regard to our fire equipment. **Engine 11 has been down 152 days this year. We are blessed that ESD#2 has been willing to lend us their reserve engine.**
- Self-Contained Breathing Apparatus - $208,000. This equipment would be included in the Certificate of Obligation Bond sale referenced above.
- Police dual certification - $20,000 has been included to cover the certification pay that will be extended to those officers on night shift that receive a dual certification (police and fire) and will be able to respond to fire calls during their night shift.

At the August 20th Budget Workshop, Chief Rosales will do a detailed presentation on the proposed equipment purchases. Tracy Waldron will do a detailed presentation on the proposed financing arrangements.

New Positions – Adding 4.40 Full-Time Equivalents

There are 4.40 full-time equivalents included in the FY 2020 budget:

- **Full-time Construction Manager** – Responsible for inspecting all new construction, whether it is a City project or a Public Improvement Project, to ensure asset is being built to meet or exceed it's expected useful life.
- **Full-time Fire Inspector/Assistant Fire Chief.** Since the Bastrop Building Block Code relies heavily on the International Code Council Codes, including the Fire Code, it is imperative that we have a full-time fire inspector. This position represents the second full-time position in the fire department. As such, this position will serve as Assistant Fire Chief to provide relief for Chief Rosales, who currently responds 24/7/365 to serve as Incident Commander.
- **Part-Time Fire Personnel – Work Nights (Round-the-clock coverage) – 2.1 equivalent.**
- **Increased Hours for Part-Time Human Resources Executive Administrative Assistant - .0125 equivalent.** This will expand this position's hours from 25 to 30 per week and provide needed depth for Human Resources.
- **Library Personnel Library Associate – 0.2 equivalent.** This will expand this position from 32 hours per week to 40 hours.
- **Seasonal Park Maintenance Decrease due to a calculation error.** (–.02)

Information Technology:

There is funding for 15 new LaserFiche licenses and the City's records management software, in the amount of $13,000, $14,000 for replacement of battery backups, and additional Microsoft Office license totaling $5,000 included in FY 2020.

Police:

There are two (2) expenditures funded in the Police Department:

- Field Training Officer Pay - $7,500. It is customary to pay Officers, who step up and serve as Field Training Officers to train new hires, an additional stipend during the training period.
- Rifle resistant helmets - $16,212. Ballistic head protection for officers.

Solid Waste Charges:

Included in the City's Financial Policy is the requirement to pass through fee increases associated with external services such as Sanitation Fees. Effective October 1, 2019, Solid Waste charges will be as follows:

	Before 10/1/2019	After 10/1/2019
Residential	**$16.05**	**$16.85**
Additional Cart	**$5.25**	**$5.51**
Additional Recycling Bin	**$2.10**	**$2.20**

Vehicle Equipment Replacement Fund (VERF):

At the April 2019 Budget Workshop, Chief Nagy made a detailed presentation on the need for new Police Patrol & Command vehicles. There was very little difference between the assessment of a Dodge or a Ford. Therefore, the decision was made to diversify the fleet and determine which manufacturer produced the best vehicle as a basis for future purchases.

- Emergency Management Command Vehicle - $55,768
- Patrol Vehicle (Dodge) - $62,549
- Patrol Vehicle (Ford) - $65,183

Also included in this fund is a Fire Command vehicle in the amount of $73,000.

Drainage Projects – $465,000 Short Term Tax Note

The City has the ability to sell a $465,000 Certificate of Obligation without raising taxes. Therefore, staff recommends selling a short-term tax note for seven (7) years to fund a Master Drainage Plan and design Phase #1 of the Gills Branch Improvement Project. Both projects will be completed by Halff Associates. The City's Financial Advisor will be present at the August 13th Council meeting to discuss the sale of this tax note and schedule.

A Master Drainage Plan will be conducted of the entire City. Since Halff Associates have already studied Gills Branch and Piney Creek, their efforts will be spent understanding localized flooding concerns, seeking public input, developing a ranking system for a future Drainage Capital Improvement Program, and establishing an on-going maintenance program. This study will serve as the basis for creating a Drainage Utility Fund in FY 2021.

In addition, the first section of Gills Branch Improvements will be designed. It is important to have a "shovel-ready" project available given the funding for flood improvements that will be available soon.

Staff has a meeting with Halff Associates representatives in the next few weeks to finalize task orders. This effort will help Halff to better project costs between the Master Plan and Gills Branch Improvements. This information will be known before Council approves the 1st reading of the Ordinance to adopt the budget on September 10th.

Possible Projects in FY 2020

There are several projects identified for FY 2020 that are not included in the FY 2020 budget. At this point, we will not know what the actual carry-over for FY 2019 will be until the fiscal year is closed out in November. IF there is additional fund balance available over and above the 25% reserve requirement, Staff will bring Council a budget amendment to fund the following projects:

- Computer Replacement Program - $65,000. Given the speed in which technology changes, we have a 3-year replacement for desktop and laptop computers. This funding is needed for the one-third of the organization's computers that need to be replaced in FY 2020.
- Computer Network System Improvements - $76,000. The current system is approaching ten (10) years old and reaching the end of its useful life. In order to ensure continued system reliability, system improvements are required.
- Customer Relations Management System - $25,000 - $30,000. The system will significantly improve our ability to track customer concerns as well as provide citizens' access to track their concerns 24/7/365 with on-line notification capabilities.

BP&L:

BP&L Summary, in the BP&L Section, will provide revenue and expenditure detail for FY 2020. **BP&L Electric Sales Revenue for FY 2020 is budgeted at $6,678,682, which is $99,190 less than FY 2019 year-end projected.** As you are aware, revenue is significantly impacted by weather conditions, so staff took a conservative approach in these projections. Outlined below are highlights of the expenditure changes in FY 2020:

Streetlight Improvements

The proposed $250,000 dollars for street lighting will promote pedestrian safety, traffic safety, enhanced walkability, and an opportunity to address citizen concerns regarding the need for more lighting in residential neighborhoods.

At the April 9, 2019 City Council Meeting, City Council provided consensus to improve street lighting for walkability. During this discussion, the current street lighting policy was explained, which places streetlights at all intersections, dangerous curves, and at all dead-end roadways to guide vehicular traffic. Policy consensus was provided to improve lighting for pedestrian safety, after dark, but limit light pollution and light trespass as much as possible. There was also Council consensus to start streetlight improvements, especially along pedestrian corridors, in North Bastrop. Therefore, $250,000 has been allocated for new streetlights in FY 2020.

Staff is developing a simple plan that addresses adding lighting to existing neighborhoods based on the neighborhood's needs and the assigned place type in the Bastrop Building Block Codes. Infill development and lighting existing neighborhoods will be the biggest challenge, but the best approach will be to just be consistent. The draft policy will state that street lighting will be placed as necessary to achieve an approximate spacing between lights of 200 feet, except along a City Park where the spacing will be reduced to 150 feet. This plan will take care of the majority of the gaps in the lighting in existing neighborhoods. Additionally, once the pedestrian corridors are identified, a lighting standard to include spacing, and lighting type will be established to meet the goals adopted in the Bastrop Building Block Codes in November.

Community Support

In FY 2020, there will be a $240,000 Transfer-Out to Special Projects. Projects in this line item include:

- Christmas Lights - $125,000
- Patriotic Festival - $25,000
- Bastrop Homecoming & Rodeo - $20,000
- Juneteenth Celebration - $5,000
- Bastrop County Long-Term Recovery $10,000
- YMCA - $30,000
- Food Pantry Nibbles Program $17,500
- Shared cost of New Website $7,500

Community Support Funding Requests for FY 2020 are as follows:

CITY OF BASTROP
COMMUNITY SUPPORT FUNDING REQUESTS FY2019-2020

Organization	FY17-18 Approved Funding	FY18-19 Approved Funding	COMMUNITY SUPPORT FY2019-2020	
			FY19-20 REQUESTED FUNDING	FY19-20 PROPOSED FUNDING
Austin Habitat for Humanity, Inc.	$ 6,575.00	$ 10,000.00	$ 15,000.00	$ 10,000.00
Bastrop County Child Welfare Board	$ -	$ -	$ 2,000.00	$ 2,000.00
Bastrop County Emergency Food Pantry and Support Center, Inc.	$ 33,658.00	$ 33,658.00	$ 33,658.00	$ 33,658.00
Bastrop County First Responders	$ 20,347.00		$ 14,787.00	$ 14,787.00
Bastrop County Women's Shelter, Inc.-Family Crisis Center	$ 8,000.00	$ 9,200.00	$ 10,000.00	$ 9,200.00
Bastrop Pregnancy Resource Center	$ 6,483.33	$ 7,500.00	$ 17,540.00	$ 7,500.00
Boys and Girls Club of Austin	$ -	$ 2,500.00	Did not apply	$ -
Children's Advocacy Center of Bastrop County	$ 5,558.00	$ 6,400.00	$ 14,000.00	$ 6,400.00
Combined Community Action, Inc.	$ 5,567.00	$ 6,400.00	$ 8,000.00	$ 6,400.00
Court Appointed Special Advocate of Bastrop County (CASA)	$ 5,558.00	$ 6,400.00	$ 8,000.00	$ 6,400.00
Feed The Need	$ 5,992.00	$ 6,500.00	$ 9,823.20	$ 6,500.00
In the Streets-Hands Up High Ministry	$ 5,692.00	$ 6,200.00	$ 12,000.00	$ 6,200.00
Literacy Volunteers of Bastrop	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00
TOTAL	$ 113,430.33	$ 104,758.00	$ 154,808.20	$ 119,045.00

PHI Cares

The City has received a quote from **PHI Cares for a membership fee of $8.00 per household to provide medical air transport services.** This membership total of $29,000 has been included in the Community Support line item of the FY 2020 budget.

Currently, Bastrop County EMS is served by Acadian. There are on-going challenges by Acadian to contractually meet required response times, including occasions when there are zero ambulances in the County. When there is a serious medical emergency, time is essential. Having to wait on an ambulance and deal with traffic congestion can create significant life-safety challenges. When life-safety is in question and an air medic is requested, a cost for one transport can be $10,000+. This financial cost, which can save lives, can also create a financial challenge for patients with limited or no health insurance coverage. **Because access to an ambulance is not always timely and/or available, this nominal fee will provide life-safety measures through FREE timely emergency air transport for City of Bastrop residents.**

Hotel Occupancy Tax (HOT) Fund:

Hotel Occupancy Tax is set at a rate of 13.5% in the City of Bastrop and our ETJ. Of the tax collected, 6% goes to the State, 7% goes to the City, and .5% goes to the County, if in the City's ETJ. Hotel Occupancy Tax is budgeted at $2,830,500. **This is 3.5% higher than FY 2019 budget or $94,500 but only $200 more than FY 2019 year-end projection.** A detailed summary of all revenue and expenses can be found in the Hotel Tax Fund in the FY 2020 budget. Outlined below are the significant highlights:

Funding provided to Visit Bastrop is established in Section III. Compensation to Visit Bastrop (B) Beginning on October 1, 2017, the City shall target 50% of the net HOT revenue collected, defined as HOT revenue minus the provision of payment satisfying the City's outstanding debt secured by HOT. The amount should not be less than 45% of the total HOT revenues. **The FY 2020 payment was calculated per the contract $1,278,192.**

- **$157,000 Contract Mowing was moved from the Innovation Fund to the HOT Fund.** If the streets' rights-of-way are not mowed, the "curb appeal" of Bastrop would be diminished and drastically impact Visit Bastrop's ability to market Bastrop as "One of the top ten coolest small cities in America – 2019."

- **Community Asset Funding Increases are as follows:**

    - The Bastrop County Visitor's Center & Museum met all the requirements of this year's contract. They received $146,937 in funding in FY 2019. **They have increased their request in FY 2020 to $169,124, which has been included in this budget.**
    - Bastrop Opera House met all of the requirements of this year's contract. They received $92,000 in FY 2019. **A request of $126,000 was submitted for FY 2020 consideration, which has been included in this budget.**
    - This is the first year the Art Center has requested this funding. **A request of $142,837 was submitted for FY 2020 consideration, included in this budget is $85,000.**

Innovation Fund:

In the Innovation Fund section of the Budget, there is a reconciliation of projects with a detailed description of the status. Many projects included have been completed or will carry-over for completion in FY 2020. There are only two (2) programs/projects funded in FY 2020, which are:

- Continued CARTS Funding - $20,000
- New Website - $30,000, which is funded by ALL funds (General, Water/Wastewater, BP&L, and Hotel Occupancy Tax)
- New Permit Tracking Software - $30,000. We need an easy, uncomplicated permit tracking system to ensure compliance with all H.B. 3167 changes and provide consistent customer service throughout the development and construction processes.

Street Maintenance Fund:

There is a significant amount of large-scale regional construction projects occurring in the Austin region, which has caused both bids issued for the FY 2019 for Street Maintenance Programs to be significantly higher (50% - 100%) than the Engineer's Opinion of Probable Cost. According to Walker Partners, Engineer of Record for our Street Maintenance, they are seeing a 25% increase in all construction related costs this year when compared to 2018.

With that in mind, the Mayor and City Council tasked staff with bringing forward an option that allowed more streets to receive maintenance and better-utilize available tax dollars, while still addressing the needs of Old Austin Highway. Therefore, a two-point approach will be utilized to achieve this objective: (1) Identify trouble areas on Old Austin Highway and MLK Drive and provide necessary flexible pavement repair, and (2) use an appropriate surface treatment to seal the roadway to extend the life of the roads for 12-24 months. This approach will protect the roads from further deterioration, while providing time for market conditions to improve.

Through $64,000 of available funding from the 2013 Bond Issue for Alley D, MLK Drive is being added to the Street Maintenance Program List. The 2018 Pavement Condition Index showed MLK Drive as a failed street. Failed streets need to be reconstructed in order to improve their grade. However, MLK Drive, like Old Austin Highway, receives a large amount of traffic due to its proximity to a school and auxiliary facilities. In addition, Old Austin Highway and MLK Drive both intersect with S.H. 71 frontage roads. While the whole street will not see improvements, the worst sections will be identified around Emile Street to help handle the school traffic. This maintenance will add some much needed life to MLK Drive until a future Capital Improvement Program can be established to fund full rehabilitation.

As noted above, there is $154,000 funding remaining in 2013 Bond Issue for Alley D, which has been transferred into the Street Maintenance Fund in FY 2020. Approximately $90,000 has been allocated to purchase an Asphalt Recycler "Hot Box," as shown in Chart 5 below. It is the goal of the Public Works Department to provide a timely response to all work orders. However, that is not always possible in a small town where it takes at least 30-45 minutes to travel one way to the asphalt plant. If you have ever driven over a large utility cut across a road more than twice in one week and think to yourself why doesn't the City fix that? Well here is why. Small towns, such as Bastrop, do not purchase enough hot mix type asphalt at one time for the large asphalt plants to even turn on their machines unless a large paving job is happening somewhere else. So, when there is a utility cut or a pothole needs to be patched, staff makes a list of utility cuts to repair until the list gets long enough to justify a full-load of hot mix type asphalt and coordinate all repairs at

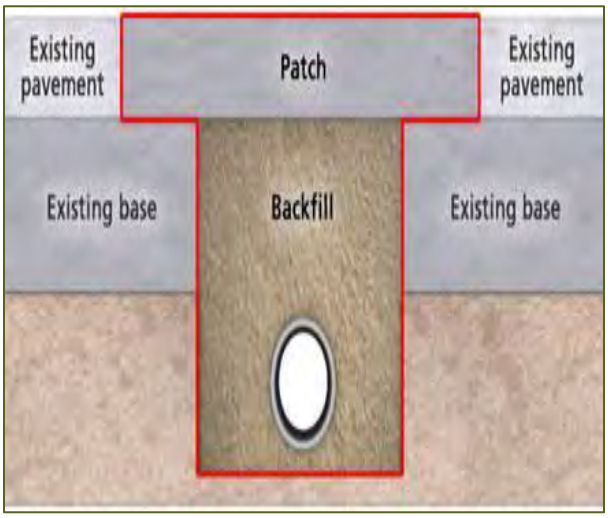
one time. While this plan sounds efficient, unfortunately it puts the City at risk. Once the City is made aware of a potential traffic hazard (large pot holes etc.) our goal is to have it repaired with 24-48 hours for several reasons such as providing good customer service, protecting further deterioration of the street's existing base, risk mitigation, life safety, and prevention of vehicular damage.

By purchasing an Asphalt Recycler "Hot Box" machine, staff will be able to meet the 24 - 48 hour goal. It allows staff to take old asphalt that has been excavated and is normally hauled off site and disposed of at a cost and instead rejuvenate it and use it the same day. This process takes just a few hours to reheat/rejuvenate the old asphalt and have it ready to use, which is about the same time as making a round trip to the asphalt plant in Buda. It will also keep the asphalt warm, therefore reducing the waste. It is a good long-term investment in keeping our "good streets good."

CHART 5



CHART 6



A detailed overview of the Street Maintenance Program for FY 2020, which is now FY 2019 and FY 2020 combined into one project, located in the Street Maintenance Section of the Budget.

Water/Wastewater Fund:

In the Water/Wastewater Section, there is a summary of revenue and expenditure detail for FY 2020. **Water/Wastewater Revenue for FY 2020 is budgeted at $7,437,806, which is $534,703 more than FY 2019 year-end projected.**

Knowing that a significant rate increase will be required to cover debt payments for the wastewater treatment plant by FY 2021, when the plant is expected to go on-line, Council determined that the expected rate increase should be spread over the three (3) years. **Therefore, the minimum charge for wastewater will be $41.97 per month, an increase of $5.00 per month, effective January 1, 2020.** This increase is expected to generate an additional $163,215 in revenue this budget.

Expenditures include additional funding for annual maintenance for the Wastewater system, except for wastewater line rehabilitation. **The largest expenditures are the Debt Service**

Transfer, which is $1,303,193, and $1,025,000 transfer of excess fund balance over the required reserve amount, to the Capital Project Fund in FY 2020 to cover expenses associated with the Water/Wastewater capital projects. The CIP Section has detailed information on each Water and Wastewater project.

Capital Improvement Projects (CIP)

Many of the projects included in the FY 2019 CIP have been designed and/or are close to being designed and will start construction in FY 2020. Those projects include Main Street Rehabilitation, Wastewater Treatment Plant #3, Centralized Water Treatment Plant, Elevated Storage Tank, street maintenance, sidewalks, trails, Jasper/Newton Drainage, Public Works Detention Pond, Pine Street Channel Improvements, and a skatepark.

The CIP Section provides a Project Summary and provides individual project sheets on all drainage, quality of life, transportation, wastewater, and water projects. Representatives from KSA Engineering will attend the August 27th Council Meeting to discuss the status of Wastewater Treatment Plant and transmission/distribution pipelines. Representatives from Walker Partners will also attend the August 27th Council Meeting to provide an update on the FY 2020 Street Maintenance Plan.

Strategic Vision

I am very proud of the strategic vision provided by City Council and the level of results achieved through this vision. The Strategic Vision Section of the FY 2020 Budget contains all of the accomplishments we have made in implementing Bastrop 2036 Comprehensive Plan. It also contains a summary of the FY 2019 Achievements relative to our workplan along with the FY 2020 Workplan.

Highlights of FY 2019 Achievements include:

Public Recognition:

- Obtained the Government Finance Officer Association Distinguished Budget Presentation Award for the FY 2019 Budget, first time the City of Bastrop has achieved this award.
- Won Great Places – APA Texas Award for Downtown Bastrop.
- Won 2018 Texas Downtown Association “Spirit of Downtown’ President’s Award.

Building Bastrop:

- Significant work on Bastrop Building Block Codes (B^3) to ensure Bastrop is fiscally sustainable, including hosting a Pop-Up Project of the codes. (Anticipated adoption – October 2019.)
- Reviewed 2018 International Code Council Codes with Construction Standards Board (Anticipated adoption – November 2019).
- Revised Chapter 5, Thoroughfare Master Plan, to include a gridded street network. (Anticipated adoption – October 2019).
- Adopted 1445 Ordinance with Bastrop County.
- Adopted a Grandfathering Ordinance.

Communication:

- Conducted extensive public input for Building Bastrop to include community walking and bike tours; mobility tour of Downtown; Developer Forum; 2-day Design Rodeo; 2-day Code Rodeo; Transportation

& Drainage Rodeo; Final Code Update Rodeo; and “Come & Go” Public Input Meeting and HBA (Home Builders of Austin) Form.
- Implemented Moratorium & Developed Enhanced Permit Review Process.
- Improved presence on Social Media with standardized branding to include emergency management, public works, special events, and public safety.

Capital Projects:
- Completed Agnes Drive from SH 304 to Seton Hospital.
- Completed drainage and water portion of the North Main Community Rehabilitation
- 90% Design of Wastewater Treatment Plant – Construction Completion – September 2021.

Drainage:
- Updated Drainage Ordinance and Technical Manual.
- Completed 2-D Drainage Analysis of Gills Branch.

Long-Term Water Capacity:
- Bought additional 3,000 acre-feet of water rights in the Simsboro Aquifer.
- Sold Revenue Bond for Water/Wastewater Utility and received AA- rating from Standard & Poor.
- Executed long-term agreement wholesale water agreement with Aqua Water Supply.

Organizational Excellence:
- Removed 250+ roaming chickens/roosters from Downtown by year-end.
- Had a 54% increase in Convention Center revenue when comparing FY 2019 to FY 2018.
- Conducted a Food Truck Pilot Program and adopted ordinance.
- Received a 3% reduction for FY 2020 on medical insurance rates.
- Participated in Compass Medical Concierge Services with savings in excess of $130,000 in medical costs to-date with 39% employee engagement.

While the FY2020 Workplan is established by the nine (9) focus areas established by Council, there are three (3) main operational objectives:

- **BUILD Capital Improvement Program. Many of the projects placed in the FY 2019 CIP have been designed and/or are close to being designed, and will start construction in FY 2020. Those projects include Main Street Rehabilitation, Wastewater Treatment Plant #3, Centralized Water Treatment Plant, Elevated Storage Tank, street maintenance, sidewalks, trails, Jasper/Newton Drainage, Public Works Detention Pond, Pine Street Channel Improvements, and a skatepark.**

- **EDUCATE citizens on the challenges and impact to our future fiscal sustainability resulting from the states elimination of our ability to annex. We must determine a long-term strategy quickly to ensure long-term sustainability of future “greenfield” development and optimize in-fill development.**

- **FOCUS on process improvements through the implementation of performance measures, which will translate into improved customer service. With the adoption of Bastrop Building Block Codes, the 2018 International Code Council Codes, the overhaul of all development-related submittals, we have completed and overhauled our development process. Significant improvements will occur in the consistency and timeliness in every step of the process. Each department has determined a set of performance measures and will put in appropriate processes to consistently deliver service expectations.**

Highlights of the FY 2020 Workplan by Focus Area include:

Authentic Bastrop:

- Complete Main Street Rehabilitation Project-*CIP Street Project*. (Comp Plan 6.3)
- Acquire Funding to Complete Old Iron Bridge Rehabilitation Project – *CIP Street Project*. (Comp Plan 7.1.3)
- Obtain Certified Local Government designation. (Comp Plan 4.5.1)
- Build Phase I of Skate Park in Fisherman's Park. (Comp Plan 7.2)
- Implement Cultural Arts Masterplan. (Comp Plan – 8.4.1)
- Complete North Main Community Rehabilitation Project including water and wastewater line replacement, street rehabilitation, and drainage improvements – *CIP Project.* (Comp Plan 2.5, 2.2, 2.6, 6.3)
- Implement Sidewalk Improvement Plan in North Bastrop
- Implement Streetlight Improvement Plan in North Bastrop.

Communication:

- Develop & Implement an Education Plan on Bastrop's Long-Term Fiscal Sustainability.
- Partner with TxDOT to communicate impacts of SH 71 Construction on Traffic, River Traffic, Emergency Management, and Special Events.
- Purchase and Implement New Website.
- Purchase and Implement New Citizens Relationship Management Software. (if funding is available in November)

Community Safety:

- Design and Build Wastewater Treatment Plant #3 – *CIP Wastewater Project*. (Comp Plan 2.4)
- Complete Water Tower at SH20 & SH71 – *CIP Water Project*. (Comp Plan 2.2)
- Complete Drainage Master Plan.
- Complete design of Gills Branch Improvement Projects.
- Complete construction of Public Works Detention Pond. – *CIP Drainage Projects* (Comp Plan 2.6)
- Complete construction of Pine Street Drainage Improvements. – *CIP Drainage Projects* (Comp Plan 2.6)
- Complete construction of Jasper/Newton Drainage Improvements. – *CIP Drainage Projects* (Comp Plan 2.6)

Economic Vitality:

- Implement Fiscal Impact Analysis Model to determine development related financial sustainability. (Comp Plan 2.1)
- Complete Food Truck Pilot Program, address concerns, and finalize Ordinance. (Comp 8.6.1)

Fiscal Responsibility:

- Implement Years 1 & 2 of Street Maintenance Program. (Comp Plan 6.3)
- Train Night-Shift Police Officers to become dual certified Police/Firefighters.
- Partner with BISD to develop Emile Elementary Traffic Management Plan to alleviate significant traffic congestion on MLK Drive & Pine Street and anticipated changes due to SH 71 Improvements.
- Purchase and implement Permit Management Software to ensure all state-required mandates for 30-day review or otherwise approved are met. (If funding is available in November).

Manage Growth:

- Implement new Bastrop Building Block Codes, Hold Joint Workshop with Council/Planning & Zoning Commission to discuss recommended changes, & Adopt annual changes to ensure B^3 Codes remain fiscally sustainable.

Multi-Modal:

- Partner with CARTS to develop secondary bus route and implement other multi-modal options.

Organization Excellence:

- Develop process improvements for all performance measures.
- Continue completion of tasks necessary to obtain Texas Police Chiefs' Recognition Program. (Comp Plan 3.1)
- Develop a 20-year building maintenance plan including inspections and annual contracts. (Comp Plan 3.2)

- Develop a 10-year park maintenance plan including inspections and annual contracts. (Comp Plan 3.2, 7.2)
- Complete Improvements to the Citywide Network System. (Comp Plan 3.2) (If funding is available in November)

Unique Environment:

- Create memorial tree program for Fairview Cemetery. (Comp Plan 7.1)

Closing:

As I have said many, many times, the budget document is the single most important communication tool that a City creates because of its tremendous impact on program and service delivery to the community. To be a strategic document, it takes input from all Stakeholders including Council, the Community, and Staff.

Thanks to Council for the considerable time participating in multiple special workshops to understand the needs and related challenges identified in this proposed budget. THANKS again for funding the $63 million Capital Improvement Program in the FY 2019 budget. Many of those projects have been completed or are close to being designed. FY 2020 will be the year of building, where these projects will come to fruition emphasizing your BOLD commitment of "doing nothing is no longer an option!"

Thanks to our citizens for their input. There are several projects in this budget that are directly tied to their requests such as streetlighting in North Bastrop, adding street repairs for MLK Drive, and working with Emile Elementary to address traffic congestion on MLK Drive and Pine Street. With the adoption of Bastrop Building Block Codes in November, sidewalk improvements will start in North Bastrop with connectivity for pedestrian safety in concert with future street design improvements.

I want to extend a HUGE THANKS to Tracy Waldron, Mary Dearing, Halee DelaRosa, and Trina Miller in our Finance Department. They have spent a tremendous amount of time on the FY 2020 budget and it shows! GREAT effort! As always, I remain EXTRAORDINARILY proud of the Cabinet and their staff. FY 2019 Budget had its challenges, as all of them do, but they have worked together to ensure all expenditures were met within the allocated resources. FY 2020 Budget has proven to be another challenge, thanks to the significant changes from the 86th Legislative Session. In spite of our incredible workload, everyone has stepped up to make significant operational changes in a very short period of time to meet the September 1st deadlines. Outstanding effort!!!

Community Profile

Known as the "Heart of the Lost Pines," Bastrop, Texas, is a unique community that couples' historic small-town charm with big-city amenities and an exceptional quality of life. The City covers approximately 9.4 square miles and is the county seat of Bastrop County. Bastrop is strategically and centrally located on State Highway 71, with convenient access to Austin-Bergstrom International Airport, and within an easy distance of three major metropolitan areas. With Austin just 30 miles to the west, Houston two hours southeast, and San Antonio one-and-a-half hours to the southwest, Bastrop is in an advantageous position for cultural and economic development.

Historic by Nature

Bastrop is among the oldest towns in Texas. Originally the site served as a meeting ground for the Tonkawa and other Southwestern Indians. It also provided a vital Colorado River crossing on the Old San Antonio Road, a major part of the El Camino Real de los Tejas. The area was settled in 1804 and the City was officially established on June 8, 1832. Bastrop founder Stephen F. Austin named the City for his longtime friend and co-worker, the Baron de Bastrop.



Downtown Bastrop represents a unique blending of the old and new. Nestled on the banks of the Colorado River, the historic district is filled with a variety of shops and restaurants. Bastrop has more than 130 registered historic sites and beautifully restored 19th and early 20th century homes. Its picturesque Main Street downtown district bustles with an eclectic mix of retail shops and restaurants. In 2010, the National Trust for Historic Preservation named Bastrop one of its Dozen Distinctive Destinations™. The Bastrop Main Street Program is a proud participant of the Texas Main Street Program and Main Street America. Bastrop's Main Street Program celebrated its 10th anniversary in 2017 with a continued vision of preservation, enhancement, and commercial vitality of our historic downtown as a distinctive destination that engages and inspires both residents and visitors.

Embracing the Future

Today, this dynamic city is growing. With a current population of approximately 9,159, Bastrop proudly preserves its historic past while embracing the challenges of modern-day growth and economic needs. The 2010 census showed the City of Bastrop's population increased 30.93% from the previous census in 2000. It is estimated the City will have grown an additional 30% since 2010. The projected population for 2020 is 9,383. The City has about 18 square miles under annexation agreements and an additional 154.7 square miles of extraterritorial jurisdiction. Austin was named the Number 1 place to live in 2017 by *the U.S. News and World Report,* which will have a direct impact on the growth that Bastrop will experience throughout the next decade.

There are several major development projects currently underway. Seton Family of Hospitals has started construction on a $30 million, 40,000 square foot medical facility slated to be completed by fall 2019. This facility will include an emergency room, imaging services, at least eight (8) inpatient beds, 12 treatment rooms, and medical office space for primary and specialty care services.

Construction continues on several residential and multi-family developments. Pecan Park is a 222-lot residential development offering new residential homes by David Weekly Homes, Scott Felder Homes, and Pacesetter Homes. Piney Creek Bend is a 244-lot development by KB Homes. The Preserve at Hunters Crossing, 140 units of multi-family development, will open in fall of 2019. The Villages at Hunters Crossing, 182 units of multi-family development, opened in spring of 2019.

There were several new commercial projects in FY 2019 including Home Goods, James Avery, Rapid Express, 365 Mini Storage, and Lost Pines Professional Building are opened or will be opening fall of 2019.

Recreation

Bastrop's tranquil setting amid the natural beauty of Central Texas' Lost Pines region includes extensive Colorado River frontage and abundant recreational opportunities. The Colorado River runs through Bastrop and is perfect for kayaking, canoeing, and fishing. The El Camino Real Paddling Trail is about six miles long and runs from Fisherman's Park to a take-out point near Tahitian Village. Other nearby attractions include three golf courses, two state parks, a nature preserve, Lake Bastrop, and the world-renowned Hyatt Regency Lost Pines Resort, which draws many tourists from all over the world who were previously unaware of this charming little town.

Annually, Bastrop plays host to numerous events, such as the Patriotic Festival, Homecoming & Rodeo, Halloween Festival, Wine Swirl, Veteran's Day Car Show, Corvette invasion, Juneteenth Celebration, Lost Pines Christmas that includes a Lighted Parade, River of Lights, and Historic Homes Tour. Several events are hosted on the Colorado River throughout the year, including the Colorado River 100 and the SUP Cup.



Cultural Arts

Bastrop has been recognized as a Texas Cultural Arts District by the Texas Commission on the Arts since 2012. Since that time, Bastrop Art in Public Places (BAIPP) has been instrumental in creating a public art scene with 2-D art and sculpture calls annually.

The Lost Pines Art Center features several rotating galleries, a sculpture garden, classes, shops, a cafe, and hosts many events throughout the year. Jerry Fay Wilhelm Center for the Performing Arts Center is owned and operated by the Bastrop Independent School District. This versatile state-of-the-art facility includes a 1,500-seat auditorium, 250-seat black box theatre, and a multi-purpose room.

The historic 1889 Bastrop Opera House, known as the Strand Theatre during World War II, offers stage performances of vaudeville, melodramas, musicals, and comedies year-round. They also host classes in acting, theatre, musical theatre, and improv for both children and adults.

Live music and entertainment can also be found at various locations around town.

Employment

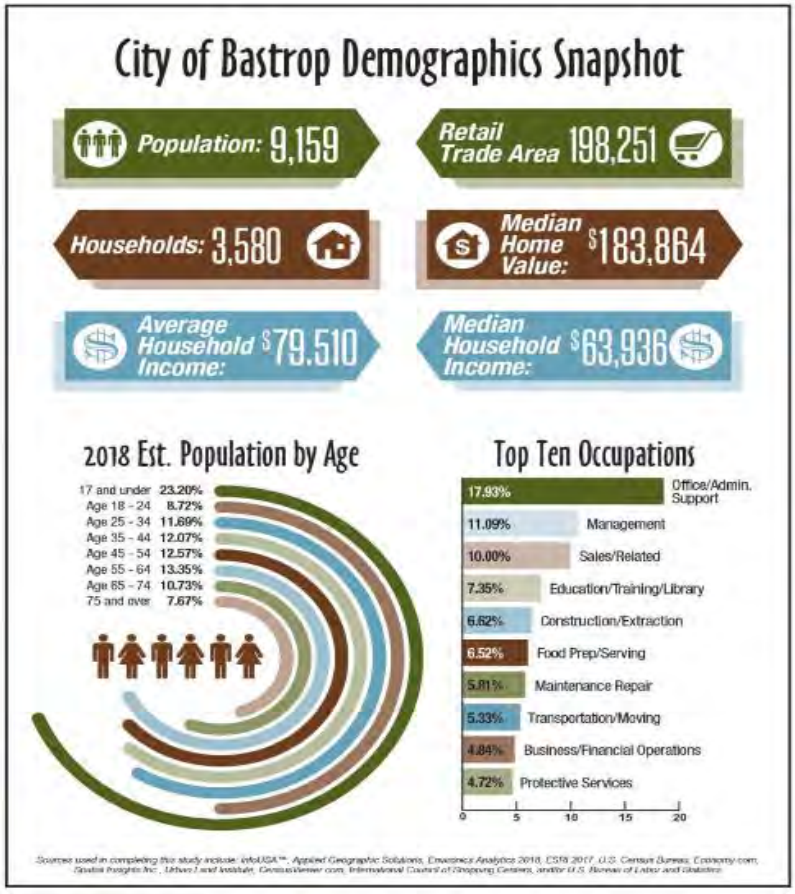
As part of a greater metro area of more than 2 million people, Bastrop has experienced tremendous economic growth and is poised for future growth and development. Major area employers include Bastrop Independent School District, Hyatt Regency Lost Pines Resort, Bastrop County, MD Anderson Cancer Center, Walmart, Bastrop Federal Correction Institute, and H.E.B. Food Stores.

Education

Area students are served by Bastrop Independent School District, which has an enrollment of over 11,000. One of the largest geographically in the state of Texas, Bastrop ISD's boundary covers an area of nearly 450 square miles and includes the communities of Bastrop, Cedar Creek, Red Rock, Rockne, Paige, and vast rural areas of Bastrop County.

Calvary Episcopal School is a private school serving children from Pre-K through 6th grade located in Downtown Bastrop.

Six colleges and universities are within an hour's drive of Bastrop: Austin Community College, University of Texas, St. Edward's University, Concordia University, Texas A&M, and Texas State University.





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Strategic Vision

BASTROPTX
Heart of the Lost Pines
Est. 1832

Strategic Vision

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BASTROPTX
Heart of the Lost Pines
Est. 1832

"Bastrop – a welcoming community with a compassion for our diversity, a tapestry of people, arts, and structures; preserving our history and character while embracing progress around our unique environment."



Vision Statement

Comprehensive Plan

Goals & Objectives – Updated August 2019

Bastrop Comprehensive Plan 2036 was adopted in November 2016 and serves as only the second Comprehensive Plan adopted by the City. The first plan, Bastrop Comprehensive Plan 2020, was adopted in 2001. Much had changed in the community during this 15 year period. Therefore, an extensive citizen engagement process was initiated including over 2,545 cumulative survey responses throughout the planning process. The online response to the survey elicited responses from 975 city residents, which is a response rate of nearly 14% of Bastrop's total population. There is a strong commitment on the part of Bastrop's current Council to ensure this document serves as a significant cornerstone to the strategic planning intiatives under taken by the organization. This document highlights the adopted goals and any anticipated or completed progress.

Community Growth

BUILDING BASTROP
HONORING OUR AUTHENTIC PAST.
PLANNING FOR OUR SUSTAINABLE FUTURE.

Goal 2.1 - Maintain and enable a policy of "measured growth" as represented by the Bastrop Growth Program.

Goal 2.1 Status – In Progress – November 2019 Completion

City Council has taken the following action to achieve this goal:

- Created an initiative known as "Building Bastrop" to guide responsible development that honors our authentic past and prepares for our sustainable future.
- Hired Simplecity Design (SCD) to update all existing land-use and development related codes and align them to the Comprehensive Plan.
- Protecting Bastrop's authentic past by "coded the DNA" of Downtown Bastrop to document regulations that work and have proven to be sustainable for more than a century, which serves as the foundation for Bastrop Building Block Codes.
- Implemented a Drainage Moratorium on all development to stop all development that is detrimental to the community while new Stormwater Drainage Ordinance and Stormwater Drainage Technical Manual could be written and adopted by Council.
- Building Bastrop Policy Statement adopted by Council: "Create a fiscally sustainable community through land-use regulations that are authentic Bastrop and geographically sensitive."
- Bastrop Building Block Codes are scheduled for adoption in October 2019, which will address zoning, subdivision, sign, and development technical standards.
- 2018 International Code Council codes will be adopted in November 2019.
- Funded the development of a Fiscal Impact Analysis model to ensure financial sustainability in FY 2019.
- Approved updated Interlocal 1445 Agreement with Bastrop County that establishes development standards in City's ETJ.

Goal 2.2 - Ensure long-term water system capacity and water quality for existing customers while accommodating incremental growth and development.

Goal 2.2 Status – In Progress - FY 2021 Completion

City Council has taken the following action to achieve this goal:

- City now owns 7,613-acre feet in Simsboro Aquifer, which provides long-term water system capacity for decades into the future.

- Reached consensus at March 24, 2018 Special Workshop to build consolidated water treatment plant that treats for improved aesthetics in water quality.
- Approved a wholesale water agreement with Aqua Water Corporation to manage excess demand until plant is complete.
- Approved Engineering Scope of Service with Freese & Nichols on September 11, 2018 to design and manage construction of consolidated water treatment plant at XS Ranch and distribution lines to Willow Plant.
- Estimated timeline for water plant production is FY 2021.

Goal 2.3 - Mitigate expected increases in water demand through enhanced conservation practices.

Goal 2.3 Status – No Action

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Goal 2.4 - Expand wastewater collection and treatment capacity in a cost-effective manner

Goal 2.4 Status – In Progress – FY 2021 Completion – Phase 1

City Council has taken the following action to achieve this goal:

- Reached consensus at March 24, 2018 Special Workshop to build a consolidated activated sludge wastewater treatment facility on 26-acre site, owned by City of Bastrop for this purpose.
- Approved Engineering Scope of Service with KSA Engineering on August 28, 2018 to design and manage construction of consolidated wastewater treatment plant and related distribution system.
- KSA Engineering has designed the footprint for a regional wastewater treatment plant at ultimate build-out (initial phase plus 3 expansions) will treat 8 million gallons daily for 32,000 homes.
- Construction of Phase 1 will begin in early 2020 Phase 1, a 2-million-gallon facility.
- Design of Phase 2, a 2nd 2-million-gallon facility, will immediately start upon completion of Phase 1.

Goal 2.5 - Enhance Wastewater System Efficiency.

Goal 2.5 Status – Completed Planning; Ongoing Implementation

The following action has been taken to achieve this goal:

- Developed a 10-year replacement schedule for all pumps, lift stations, and manholes, which is fully funded in the adopted rates. Year 1 was completed in FY 2019.
- Evaluating all wastewater collection lines associated with failed streets to be replaced at time of street reconstruction.
- Replaced wastewater lines, as a part of North Bastrop Community Rehabilitation Project, completed October 2019.
- Developed three (3) year plan to routinely test for Inflow & Infiltration into wastewater system. Completed Year 1 in FY 2018 by testing 56,000 feet and identifying/fixing 166 deficiencies.

Goal 2.6 - Reduce Flood Hazards in Bastrop through the programmed improvement of the City storm water system.

Goal 2.6 Status – On-Going

City Council has taken the following action to achieve this goal:

- Received Drainage Study from Halff Associates on February 20, 2018.
- Enacted a Drainage Moratorium on August 14, 2018. (Repealed May 2019).
- Adopted updated Stormwater Drainage Regulations with Stormwater Drainage Technical Manual in May 2014 that included updated Atlas 14 data.
- Completed 2-D model of Gills Branch, developed by Halff Associates, which identified a 3-phase improvement project to increase capacity in Gills Branch.

- Funding a Drainage Master Plan (DMP) in FY 2020 to evaluate all localized drainage concerns, rank projects for a future Capital Improvement Program, and develop a drainage maintenance program. DMP will serve as the foundation for creating a Drainage Utility Fund in FY 2021.
- Funding for the 1st phase of the Gills Branch Improvement Project is included in the FY 2020 Budget to be designed by Halff Associates. Having the 1st phase designed will allow the City to apply for grants or low interest funding with a "shovel-ready" project.
- Funded City's match for three (3) drainage improvement programs including Public Works Detention Pond, Pine Street Drainage Improvements, and Jasper/Newton Drainage Improvements. Pine Street Drainage and Public Works Detention projects are waiting for approval from the TX Department of Emergency Management for funding of construction.
- Jasper/Newton Drainage has been approved for construction and will start in Fall 2019.

Goal 2.7 - Protect water quality in the Lower Colorado River Watershed by mitigating storm water discharges associated with growth and development.

Goal 2.7 Status – No action

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Public Facilities

Goal 3.1 - Provide adequate and appropriate public facilities and services to maintain the safety and quality of life for residents, visitors, and workers in Bastrop.

Goal 3.1 Status – Ongoing

The following action has been taken to achieve this goal:

- Renovations of the unfinished area at City Hall will be completed in October 2019 improving Planning & Zoning space and adding additional offices.
- Will include a Public Works facility study in FY 2021 budget for inclusion in a future CIP.
- Conducted over 2,350 hours of emergency management training organization-wide in FY 2018.
- Updating Equipment Replacement Schedule and reviewing replacement policies with Council – FY 2020.
- Completing necessary tasks to obtain Texas Police Chiefs' Recognition Program – FY 2020.

Goal 3.2 - Improve the long-term fiscal and environmental efficiency of public facilities.

Goal 3.2 Status – Ongoing

The following action has been taken to achieve this goal:

- Hired additional staff in FY 2019 to implement citywide electronic records management. In addition to adding much needed staff capacity, additional space will be freed up in all facilities that will no longer be required for physical records storage.
- Conducting a perpetual care actuarial study for Fairview Cemetery in FY 2020 to ensure long-term financial sustainability.
- Developing a 10-year building maintenance plan including inspections and annual contracts in FY 2020-2021
- Developing a 10-year park maintenance plan including inspections and annual contracts in FY 2020-21
- Update Citywide Network Systems in FY 2020.

Goal 3.3 - Engage in partnership with other public entities to maximize the utilization of and accessibility to public buildings and grounds.

Goal 3.3 Status – Ongoing
City Council has taken the following action to achieve this goal: • Expanded YMCA contract in FY 2019 to include Movies in the Park and two (2) sessions of tennis lessons, which will be held at Bastrop Independent School District (BISD) facilities. • Approved a lease to the Bastrop Senior Center in FY 2018 of the Bastrop Activity Center (i.e. Emergency Shelter) for senior programming in turn for assistance when providing shelter services. • Approved an Adopt-a-Street Program with Keep Bastrop County Beautiful, who have adopted 12 streets since inception in early 2018. • Funding a Partnership Agreement with Bastrop County Long-Term Recovery Team to provide support services to Bastrop Emergency Shelter in times of emergency situations – FY 2019.

Housing and Neighborhoods

Goal 4.1 - Provide a greater diversity of housing options in Bastrop while protecting the character of the City's existing neighborhoods.

Goal 4.1 Status – On-going
City Council has taken the following action to achieve this goal: • Council approved a Resolution of No Objection supporting The Preserve at Hunters Crossing, LP, a development of 140 affordable rental housing units, on property zoned for multi-family development. • Bastrop Building Block Codes will allow a variety of housing options, including accessory dwelling units. • Building fees are based on square footage and provides a reduced fee for housing 1,000 square foot or less.

Goal 4.2 – Maintain the overall quality of existing housing stock in Bastrop.

Goal 4.2 Status - No Action
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Goal 4.3 - Develop housing targets that align with local demand.

Goal 4.3 Status – No Action
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Goal 4.4 - Provide home ownership opportunities to Bastrop's low-to-moderate income and special needs populations

Goal 4.4 Status - No Action
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Goal 4.5 - Maintain or enhance the health of Bastrop's older and historic neighborhoods.

Goal 4.5 Status – On-Going
The following action has been taken to achieve this goal: • Strengthened Local Preservation Ordinance in FY 2018. • Will obtain Certified Local Government designation in Fall 2019.

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Land Use and Community Image

Goal 5.1 -- Utilize the Future Land Use Plan to guide decisions regarding proposed development and redevelopment activities in Bastrop and the City's ETJ.

Goal 5.1 - Status – On-going
The following action has been taken to achieve this goal: • Planning & Zoning Staff reference the Future Land Use Plan in all staff reports, which provides basis for recommendations to Planning & Zoning Commission and City Council. • The Future Land Use Plan will be incorporated into the Code Updates – Phase I and II, updated the zoning ordinance and technical design standards. .

Goal 5.2 – Enhance community character and design through the amendment of city land development regulations and projects to improve the function and aesthetics of public properties.

Goal 5.2 - Status – In Progress – FY 2020 Completion
City Council has taken the following action to achieve this goal: (Please see Goal 2.1 for additional information) • Bastrop Building Block Codes are designed around "Character Districts," which represent specific neighborhoods throughout Bastrop. Each Character District recognizes the geographic attributes and its history, which serve as the foundation for decisions regarding future development and increased public realm. • TxDOT has created landscaped gateways at SH 71 & Tahitian and SH 71 & Childers. .

Transportation

Goal 6.1 - Manage traffic congestion and improve system reliability.

Goal 6.1 - Status – On-going
The following action has been taken to achieve this goal: • TxDOT completed overpass improvements at SH 71 and SH 95, which significantly improved traffic congestion. • TxDOT will award bids for SH71 Package 4 in July 2019: Phase 1- Construction of service roads over the Colorado River – Estimated completion 8 -12 months; Phase 2 – Main Lane Construction; Phase 3 – Old Bridge demolition. Completion – 2022.

Goal 6.2 – Enhance transportation system connectivity.

Goal 6.2 - Status – On-going

The following action has been taken to achieve this goal:

- Chapter Five (5), Thoroughfare Master Plan of the Transportation Master Plan will be updated in November 2019 and will require a gridded street network as new development occurs. This action will significantly improve connectivity throughout the community.
- Agnes Street has been constructed from SH 304 to the eastern boundary of the Seton Hospital property.
- BEDC staff are negotiating with property owners along the aligned Agnes route to complete this connection as development occurs.

Goal 6.3 - Preserve and maintain existing transportation assets.

Goal 6.3 - Status – On-going

The following action has been taken to achieve this goal:

- Completed a Pavement Condition Index Study in January 2018.
- Developed a multi-year Street Maintenance Program to "Keep the Good Streets Good."
- Funded Year 1 and 2 of the Street Maintenance Program in the 2018 Certificate of Obligations Series.
- Implementing Year 1 and 2 of Street Maintenance Program in FY 2020.
- Reconstructing Main Street from Water Street to Spring Street as a part of the Main Street Rehabilitation Project.
- Multiple sections of failing streets, including parts of Maple, Magnolia, and Locust, will be completed as a part of North Main Community Rehabilitation Project by October 2019.

Goal 6.4 – Improve the safety of the Bastrop Transportation System for all users.

Goal 6.4 - Status – On-going

The following action has been taken to achieve this goal:

- Ensuring compliance with City's access management policies during site plan review on all development.
- Utilize traffic counter data, provided by Public Works, to address identified priority locations for targeted enforcement of speeding and other unsafe behaviors by the Police Department on an as needed basis.

Goal 6.5 – Improve active transportation options.

Goal 6.5 - Status – On-going

The following action has been taken to achieve this goal:

- Completing gaps in residential sidewalks for traffic safety in the downtown corridor – FY 2020.
- Addressing ADA enhancements along Main Street as a part of the Main Street Rehabilitation Program, which is considered a high pedestrian traffic corridor.

Goal 6.6 – Expand and enhance transit services.

Goal 6.6 - Status – On-going

The following action has been taken to achieve this goal:

- Interlocal Agreement with CARTS was executed in FY 2018.
- A bus stop has been designed at Spring/Main Street, which will be completed as a part of Main Street Rehabilitation Project.
- A Planning Retreat between CARTS and City Staff is planned in October 2019 to develop a multi-year strategic plan to enhance transit services in the City of Bastrop.

Goal 6.7 – Enhance multi-modal freight capacity

Goal 6.7 - No action

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Goal 6.8 – Build a network of complete streets and preserve quality of place.

Goal 6.8 - Status – In Progress – FY 2020 Completion

The following action has been taken to achieve this goal:

- Bastrop Building Block Codes, scheduled for adoption in October 2019, will require complete streets to ensure walkability. The B3 Technical Manual will have street cross sections, which incorporate Complete Street principles.
- Pop-up Project of Bastrop Building Block Codes was held on June 8, 2019 on Main Street to show how context of public space, sidewalks, and roadway will interface with the Main Street Rehabilitation Project. Main Street Rehabilitation Project is scheduled to start January 2020, pending the completion of all property owner easement agreements.

Goal 6.9 – Support the land use, economic development and urban design goals of the Comprehensive Plan.

Goal 6.9 - Status – In Progress – FY 2020 Completion

The following action has been taken to achieve this goal:

- Addressed in other goals throughout this report.

Parks and Recreation

Goal 7.1 – Provide a sufficient amount of public park land and open space for current and future residents

Goal 7.1 - Status – On-going

The following action has been taken to achieve this goal:

- Pecan Park Developers have installed a linear trail along the Colorado River, providing access to homeowners and the public, and serving as a future trail connection.
- Council awarded Professional Services Agreement to Kimley-Horn on August 28, 2018 for the design and construction management of the rehabilitation of the Old Iron Bridge.
- Funding of $2 million was included in the $4.7 million Certificate of Obligations Series to rehabilitate the Old Iron Bridge.
- Construction of Downtown River Trail loop has been funded through a CAMPO Grant of $485,000, Keep Bastrop County Beautiful - $130,000; and BEDC - $65,000. Pedestrian crossing over River will occur with the completion of the TxDOT Service Roads and the rehabilitation of Old Iron Bridge.

Goal 7.2 – Address current and future recreation needs through the provision and maintenance of indoor and outdoor recreational facilities.

Goal 7.2 - Status – On-going

The following action has been taken to achieve this goal:

- Developing a plan for private initiative to program and operate the City's rodeo arena – FY 2021.
- Developing a 10-year park maintenance plan including inspections and annual contracts – FY 2020.
- Construction of a Skate Park – Phase 1 in Fisherman's Park will begin in October 2019.

Goal 7.3 – Meet future recreational demand through adjustments to the City's operational capacity.

Goal 7.3 - Status – No Action

Goal 7.4 – Ensure that residents have access to recreational opportunities through the equitable distribution of park land and open space.

Goal 7.4 - Status – On-going

The following action has been taken to achieve this goal:

- Bastrop Building Block Codes will require open space and public realm as a part of new and infill developments, which are key elements to building a fiscally sustainable community.

Cultural Arts and Tourism

Goal 8.1 – Leverage existing downtown assets to spur additional business activity.

Goal 8.1 - Status – On-going

The following action has been taken to achieve this goal:

- Provide funding from Hotel Occupancy Tax to support offerings provided by the Bastrop Museum & Visitor Center and the Bastrop Opera House on an annual basis.
- Visit Bastrop has developed great relationships with the Museum & Visitor Center, Bastrop Opera House, Lost Pines Art Center, and the Bastrop Convention Center. Visit Bastrop promotes downtown assets throughout the year.

Goal 8.2 – Diversify supply chain of natural assets.

Goal 8.2 - Status – No action

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Goal 8.3 – Bolster family and heritage tourism assets.

Goal 8.3 - Status – On-going

The following action has been taken to achieve this goal:

- Increased rentals at the Bastrop Convention Center by 50% in FY 2019 over FY 2018, with repeat conventions booked through FY 21.
- Revised contracts, marketing materials, and time offerings making renting the Bastrop Convention Center competitive.
- Provide full-service rentals at the Bastrop Convention Center including catering services (through contractual services with outside vendors), room setups and teardowns, tablecloths, table decorations, and drink stations.
- Provide successful programming including Farm Street Opry monthly, Boogie Back to Bastrop annually, and Red White & You Dance annually.

Goal 8.4 – Create a long-term strategy for placement of visual and performing arts assets.

Goal 8.4 - Status – On-going

The following action has been taken to achieve this goal:

- Cultural Arts Master Plan should be adopted by Council in Fall 2019.

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Goal 8.5 – Strengthen Bastrop's brand throughout the region and the rest of the country.

Goal 8.5 - Status – On-going

The following action has been taken to achieve this goal:

- Council approved a contract with Visit Bastrop on September 12, 2017 to provide specific services related to providing "brand" marketing for Bastrop as a destination, to serve as primary brand advocate, and to better utilize existing facilities.
- Visit Bastrop has created a robust website to enhance visitors' experience with consistent results.
- Visit Bastrop has implemented their "branding" strategy for Bastrop, which has already netted results including Bastrop being designated as "One of the Top 10 Coolest Small Towns in America."
- Continue ongoing development of the Bastrop visitor experience to include the community's culinary and cultural assets.
- City continues relations and connectivity with the Hyatt Lost Pines Resort through various methods.

Goal 8.6 – Adjust City ordinances to accommodate arts, entertainment, and recreation uses; and to manage their impact on the community.

Goal 8.6 - Status – On-going

The following action has been taken to achieve this goal:

- A Food Truck Pilot Program was adopted in April 2019 to allow food trucks for 6-8 months, address any concerns, and adopt final ordinance in October 2019.
- Revising Special Events Ordinance and Procedures to meet the City's Financial Policy requirement of fees covering costs of service and streamline process for customers in September 2019.

Policy & Operational FY 2019 Strategic Review

The City Council adopted nine (9) focus areas to provide structure around how organizational resources should be allocated to achieve their Vision. A Five (5) Year Operational Workplan was created in September 2017 and built around these nine (9) areas. Outlined below is a summary highlighting the FY 2019 Work Plan accomplishments by focus area, which underscores the strong partnership between policy and operations.

Authentic Bastrop

Maintain and enhance our historic community feel by leveraging the combination of community, cultural, and recreational assets that make Bastrop a special place to live and work.

FY 2019 Achievements:

- Won Great Places – APA Texas Award for Downtown Bastrop.
- Provided coordination/logistical support for 50+ special events.
- Removed roaming 250+ chickens/roosters from Downtown by year-end.
- Completed drainage and water portion of the North Main Community Rehabilitation.
- Acquired Easements for Main Street Rehabilitation Project.
- Won 2018 Texas Downtown Association "Spirit of Downtown' President's Award.

Communication

Support and enhance open two-way communication between the City and Its residents and businesses

FY 2019 Achievements:

- Established Monthly Electronic Newsletter.
- Improved presence on Social Media with standardized branding to include emergency management, public works, special events, and public safety.
- Conducted extensive public input for Building Bastrop to include community walking and bike tours; mobility tour of Downtown; Developer Forum; 2 day Design Rodeo; 2 day Code Rodeo; Transportation & Drainage Rodeo; Final Code Update Rodeo; and "Come & Go" Public Input Meeting.

Community Safety

Keep citizens, businesses, and visitors safe.

FY 2019 Achievements:

- 90% Design of Wastewater Treatment Plan – Construction Completion – September 2021.
- Updated Drainage Ordinance and Technical Manual.
- Completed 2-D Drainage Analysis of Gills Branch.
- Approved construction bids for Water Tower at SH 20.
- Designed Public Works Detention Pond, Jasper/Newton Drainage & Pine Street Channel Improvements and submitted projects to TDEM for construction funding.
- Finalized water treatment process for new Water Treatment Plant.
- Implemented Moratorium & Developed Expanded Review Process.

■ Revised checklists, processes, and development fees` to meet State-Mandated 30 day review or its approved legislation.
■ Installed generators at Gills Branch & Central Lift Stations..

Economic Vitality

Create sustainability by leveraging infrastructure renewals and investment, enhancing public/private partnerships, and fostering an inclusive and diverse environment that encourages entrepreneurial ventures and tourism.

FY 2019 Achievements:

■ Developed Fiscal Impact Analysis Model to determine development related financial sustainability.
■ Had a 54% increase in Convention Center revenue when comparing FY 2019 to FY 2018.
■ Conducted a Food Truck Pilot Project and adopted ordinance.
■ Executed long-term agreement wholesale water agreement with Aqua Water Supply.
■ Bought additional 3,000 acre-feet of water rights in the Simsboro Aquifer.

Fiscal Responsibility

Prepare and manage budget; fiduciary responsibility.

FY 2019 Achievements:

■ Obtained the Government Finance Officer Association Distinguished Budget Presentation Award for the FY 2019 Budget, first time the City of Bastrop has achieved this award.
■Adopted Standardized Wholesale Water & Wastewater Customer Contracts.
■ Adopted Wholesale Water & Wastewater Rate Categories.
■ Received less than 25 Workers' Compensation claims with less than five (5) loss-time claims.
■ Completed Banking Depository Contract.
■ Transitioned to 100% in-house building inspections.
■ Sold Revenue Bond for Water/Wastewater Utility and received AA- rating from Standard & Poor.

Manage Growth

Plan for and manage growth, development, and redevelopment to maintain Bastrop's authentic feel and character.

FY 2019 Achievements:

■ Significant work on Bastrop Building Block Codes (B^3) to ensure Bastrop is fiscally sustainable including hosting a Pop-Up Project of the codes. (Anticipated adoption – October 2019.)
■ Reviewed 2018 International Code Council Codes with Construction Standards Board (Anticipated adoption – November 2019).
■ Adopted 1445 Ordinance with Bastrop County.
■ Adopted a Grandfathering Ordinance.

Multi-Modal Mobility

Improved mobility for all modes of transit to integrate the community through connectivity.

FY 2019 Achievements:

- Completed Agnes Drive from SH 304 to Seton Hospital.
- Designed River Loop Trail around Downtown.
- Designed State Park Trail.
- Revised Chapter 5, Thoroughfare Master Plan, to include a gridded street network. (Anticipated adoption – October 2019).

Organizational Excellence

Organize governance; progressive operational policies and procedures; employee and citizen volunteer recognition.
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FY 2019 Achievements:

- Received a 3% reduction for FY 2020 on medical insurance rates.
- Participated in Compass Medical Concierge Services with savings in excess of $130,000 in medical costs to-date with 39% employee engagement.
- Held 2nd t Annual Boards & Commission & Volunteer Banquet.
- Held 2nd Annual Boards, Commissions, and Volunteer Fair.
- Participated in NIBBLES Backpack program building food bags feeding 100 food insecure BISD students each weekend during school year.
- Evaluated police vehicle criteria for fleet replacement for the FY 2020 budget.
- Evaluated fire equipment and staffing needs to ensure ability to provide appropriate response times in the future.

Unique Environment

Continue beautification of natural areas, parks, river, and landscape.

FY 2019 Achievements:

- Continued the Adopt-a-Street program with Keep Bastrop County Beautiful, which has adopted out 12 streets.
- Improved Christmas Lighting in Downtown and Fisherman's Park.
- Cleaned Fisherman Park five (5) times due to high river (October, December, April, May).

Strategic Focus - FY 2020

The FY 2020 Organizational Work Plan, built around City Council's nine (9) focus areas, has four (4) themes: (1) **BUILDING** all Capital Improvement Projects with identified funding sources, (2) **COMMUNICATING** to our citizens and visitors about important news and events in Bastrop, (3) **IMPLEMENTING PROCESS** and (4) **CUSTOMER SERVICE IMPROVEMENTS** to transform our organization to achieve our mission statement. **There are multiple items included in this workplan that will take several years to complete and will be carried over in future years.**

Authentic Bastrop	
Maintain and enhance our historic community feel by leveraging the combination of community, cultural and recreational assets that make Bastrop a special place to live and work.	
AB #1	Complete Main Street Rehabilitation Project-*CIP Street Project*. (Comp Plan 6.3)
AB #2	Acquire Funding to Complete Old Iron Bridge Rehabilitation Project – *CIP Street Project*. (Comp Plan 7.1.3)
AB #3	Obtain Certified Local Government designation. (Comp Plan 4.5.1)
AB #4	Build Phase I of Skate Park in Fisherman's Park. (Comp Plan 7.2)
AB #5	Implement Cultural Arts Masterplan. (Comp Plan – 8.4.1)
AB #6	Complete North Main Community Rehabilitation Project including water and wastewater line replacement, street rehabilitation, and drainage improvements – *CIP Project.* (Comp Plan 2.5, 2.2, 2.6, 6.3)
AB #7	Implement Sidewalk Improvement Plan in North Bastrop
AB #8	Implement Streetlight Improvement Plan in North Bastrop
AB #9	Research Hotel Occupancy Fund Venue Revenue as a possible funding source for the Old Iron Bridge Rehabilitation Project.
AB #10	Develop a plan for private initiative to program and operate the City's rodeo arena. (Comp 7.2.2)

Communication	
Support and enhance open 2-way communication between the City and its residents and businesses.	
C #1	Develop & Implement an Education Plan on Bastrop's Long-Term Fiscal Sustainability.
C #2	Create and implement robust Capital Improvement Program Communication Program.
C #3	Partner with TxDOT to communicate impacts of SH 71 Construction on Traffic, River Traffic, Emergency Management, and Special Events.
C #4	Create and maintain an annual calendar of City & Community Events for Council use.
C #5	Develop a robust social media policy and metrics.
C #6	Purchase and Implement New Website.
C #7	Purchase and Implement New Citizens Relationship Management Software.
C #8	Promote It's Time Texas citywide.

Community Safety	
Keep citizens, businesses, and visitors safe.	
CS #1	Design and Build Wastewater Treatment Plant #3 – *CIP Wastewater Project*. (Comp Plan 2.4)

CS #2	Complete Well J, Design and Construct Water Plant & Water Line to Willow Plant – *CIP Water Project.* (Comp Plan 2.2)
CS #3	Complete Water Tower at SH20 & SH71 – *CIP Water Project*. (Comp Plan 2.2)
CS #4	Complete Drainage Master Plan.
CS #5	Complete design of Gills Branch Improvement Projects.
CS #6	Complete construction of Public Works Detention Pond. – *CIP Drainage Projects* (Comp Plan 2.6)
CS #7	Complete construction of Pine Street Drainage Improvements. – *CIP Drainage Projects* (Comp Plan 2.6)
CS #8	Complete construction of Jasper/Newton Drainage Improvements. – *CIP Drainage Projects* (Comp Plan 2.6)
CS #9	Complete repairs to Gills Branch at Lovers' Lane.
CS #10	Train Night-Shift Police Officers to become dual certified Police/Firefighters.
CS #11	Replace Fire Equipment to ensure a responsible fire response time is achievable.
CS #12	Conduct Fire Investigations & Certificate of Occupancy Inspections to mitigate fire risk.
CS #13	Partner with BISD to develop Emile Elementary Traffic Management Plan to alleviate significant traffic congestion on MLK Drive & Pine Street and anticipated changes due to SH 71 Improvements.
CS #14	Continue Emergency Management & Shelter training on a quarterly basis
CS #15	Purchase and implement Permit Management Software to ensure all state-required mandates for 30-day review or otherwise approved are met.

Economic Vitality

Create sustainability by infrastructure renewal and investment; enhancing public/private partnerships; efficient planning and development processes; and fostering an inclusive and diverse environment that encourages entrepreneurial ventures and tourism.

EV #1	Implement Fiscal Impact Analysis Model to determine development related financial sustainability. (Comp Plan 2.1)
EV #2	Complete Food Truck Pilot Project, address concerns, and finalize Ordinance. (Comp 8.6.1)
EV #3	Research feasibility and develop plan to create Bastrop Broadband Utility, if possible.

Fiscal Responsibility

Prepare and manage budget; fiduciary responsibility.

FR #1	Implement Years 1 & 2 of Street Maintenance Program. (Comp Plan 6.3)
FR #2	Implement Revised Special Events Ordinance and Procedures to meet the City's Financial Policy requirement of fees covering cost of service. (Comp Plan 8.6)
FR #3	Update Equipment Replacement Schedule and review replacement policies with Council. (Comp Plan 3.1)
FR #4	Evaluate convention center rental rates based on rental history and actual costs of service. (Comp Plan 8.3.2)
FR #5	Conduct a perpetual care actuarial study for Fairview Cemetery to ensure long-term financial sustainability. (Comp Plan 3.2)
FR #6	Develop a Right-of-Way Acquisition/Management Policy.

Manage Growth	
Plan for and manage growth, development, and redevelopment to maintain Bastrop's authentic feel and character.	
MG #1	Implement new Bastrop Building Block Codes, Hold Joint Workshop with Council/Planning & Zoning Commission to discuss recommended changes, & Adopt annual changes to ensure B^3 Codes remain fiscally sustainable.

Multi-Modal Mobility	
Improved mobility for all modes of transit to integrate the community through connectivity.	
MM #1	Complete gaps in residential sidewalks for traffic safety in the downtown corridor. (Comp Plan 6.2)
MM #2	Complete the downtown trail expansion in partnership with Bastrop Economic Development Corporation. – *CIP Quality of Life Project* (Comp Plan 7.1.3, 8.2.2)
MM #3	Address mobility challenges on west side of river on the north and south sides of SH 71. (Comp Plan 6.2.4)
MM #4	Partner with CARTS to develop secondary bus route and implement other multi-modal options.

Organizational Excellence	
Organize governance; progressive operational policies and procedures; employee and citizen volunteer recognition.	
OE #1	Develop process improvements for all performance measures.
OE #2	Develop an organization-wide strategy to be paperless by 2021. (Comp Plan 3.1)
OE #3	Continue completion of tasks necessary to obtain Texas Police Chiefs' Recognition Program. (Comp Plan 3.1)
OE #5	Develop indexing system for Council Meeting Video Archives using LaserFiche.
OE #6	Create a record retention policy.
OE #7	Complete award process for financial advisor services.
OE #8	Develop a 20-year building maintenance plan including inspections and annual contracts. (Comp Plan 3.2)
OE #9	Develop a 10-year park maintenance plan including inspections and annual contracts. (Comp Plan 3.2, 7.2)
OE #10	Complete Improvements to the Citywide Network System. (Comp Plan 3.2)
OE #11	Convert all on-line forms to a fillable pdf format.
OE #12	Amend Appendix B – Comprehensive Plan to reflect Council's preference for creation of a Capital Improvement Program.
OE #13	Complete Neo-Gov, Phase II.

Unique Environment	
Continue beautification of natural areas, parks, river, and landscape.	
UE #1	Create memorial tree program for Fairview Cemetery. (Comp Plan 7.1)
UE #2	Develop plan to lease or purchase rights-of-way owned by Union Pacific to improve aesthetics in highly visible locations.



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CITY OF BASTROP

FY 2019-20 Planning Calendar

Preparation	January 14	Staff Budget/CIP Planning Retreat.
	March 5	Budget Kick-Off Meeting (Manuals Available).
	April 25	Mid-Year Budget Workshop.
	May 1	Receive preliminary notices of appraised value from Chief Appraiser.
	May 9	Budgets due from departments.
	May 13	Cabinet review of budget submittals.
	May 15	Community Support Applications available at City Hall and on City's website.
	May 20	Cabinet review of department pages including performance measures.
	May 28-30	Verify revenue projections of all funds; Meet with Non-Special Event HOT Tourism Related Non-Profits.
	June 10	Budget book to City Manager.
	June 18-20	City Manager & Directors - Discuss budget submittals and priorities.
	June 24	Cabinet review of budget priorities and 5 Year Financial Forecast.
	June 28	Deadline - Community Support & Non-Special Event HOT Applications to Finance Office at 5:00 p.m.
	July 11	Special Council Budget Workshop.
	July 15	Final Review of Revenue Projections of All Funds.
	July 23	Community Support Organizations present their funding request to Council (limit to 3 minutes).
	July 25	Deadline for Chief Appraiser to Certify Rolls to Taxing Units.
Adoption	August 6	Meeting of Governing Body to discuss tax rate; if proposed tax rate will exceed the rollback rate or the effective tax rate (whichever is lower), take record vote and schedule public hearing.
	August 13	Council Meeting - Distribute Budget to Council in Work Session and highlight major topics. Set date, time, and place of public hearing. (Budget considered filed with City Secretary.)
	August 14	Hunters Crossing Local Government Corporation Meeting to review budget and propose special assessments.
	August 17	Notice of Proposed Tax Rate (must be posted 10 days prior to Public Hearing - deadline for newspaper is August 13 at noon.)
	August 20	Budget Workshop - Review Proposed Budget.
	August 21	Budget Workshop #2 - Review Proposed Budget, if needed.
	August 23	Last day for proposed budget to be filed with the City Secretary.
	August 27	Council Meeting - First Public Hearing on Tax Rate.
	August 31	Publish Notice of Budget Hearing (Must be 10 days prior to Public Hearing; Publish Notice of Public Hearing for Special Assessments for Hunters Crossing - deadline for newspaper is August 27).
	September 10	Council Meeting - Second Public Hearing on Tax Rate; First Reading on Tax Rate Ordinance; Budget Hearing; First Reading Budget Ordinance; Public Hearing Special Assessments for Hunters Crossing PID First Reading Ordinance.
	September 24	Council Meeting - Adopt tax rate and budget. Must adopt budget before tax rate. City Council must take a separate ratification vote to adopt any budget that will raise total property tax revenue. Adoption of the special assessments for Hunters Crossing PID. Public presentation of Visit Bastrop's Budget and Business Plan.
Implementation	October 1	Fiscal Year begins.
	November 12	Distribute Final FY 2019 Adopted Budget.
	November 15	Submit budget document to Government Finance Officers Association (GFOA) for consideration of Distinguished Budget Presentation Award.
	December 2	Begin FY 2018 Audit.
	December 10	Presentation of preliminary unaudited year-end financial report.

**NOTE: This calendar is a planning document. Dates subject to change.*

Annual Budget Process

Operating Budget

PLANNING & PREPARATION – The City's "operating budget" is the City's annual financial operating plan. It is based on Council goals, anticipated revenues, level of service desired, and capital equipment needs. It consists of all funds. The budget is prepared by the City Manager with the assistance of the Chief Financial Officer and in cooperation with all City Departments. The preparation process starts in January of each year. Staff meets to discuss priorities and Councils' goals and objectives. There is a mid-year budget workshop held with City Council in April. All department budget submittals are due early May. The City Manager and Chief Financial Officer meet with each department to review their budget requests. The months of June and July are used to prioritize the requests, discuss financing options, and finalize the revenue projections. The City Manager submits a budget to City Council in August and conducts a work session to discuss the highlights. Budget workshops are scheduled with Council following the initial presentation of the budget, to address any questions and receive feedback.

ADOPTION – The budget with all the supporting schedules will be filed with the City Secretary and available for public inspection. At the Council meeting at which time the budget is submitted, the Council will name the time and place of the public hearing. A notice of the public hearing will be published in the local newspaper and on the City's website. The City Council will adopt the budget by Ordinance after the second reading. Final adoption will constitute the official appropriations as proposed expenditures for the current year and shall constitute the basis of the official levy of the ad valorem tax to be assessed and collected for the corresponding tax year. The operating budget may be submitted to GFOA annually for evaluation and possible recognition with the Award for Distinguished Budget Presentation.

BALANCED BUDGETS – An operating budget will be balanced, with current revenues, inclusive of beginning resources, and greater than or equal to current expenditures/expenses.

CONTROL – The level of budgetary control is at the department in all funds. Department Heads can make transfers between accounts within their budget through a budget transfer. When budget adjustments must be made between departments and/or funds, they must be approved by City Council through a budget amendment.

REPORTING – Periodic financial reports are available within the City's financial software to enable the department managers to manage their budgets and to enable the Finance Department to monitor and control the budget as approved by the City Council. Summary monthly financial reports will be presented to the City Council within 45 days after the end of each month, if Council meetings do not interfere with the reporting requirement. Such reports will include current year revenue and expenditure budgets and year-to-date actual figures.

PERFORMANCE MEASURES – Where appropriate, performance measures and productivity indicators will be used as guidelines and reviewed for efficiency and effectiveness. This information will be included in the annual budgeting process and reported to the City Council at least quarterly.

Annual Budget Process

Capital Budget

PREPARATION – The City's capital budget will be included in the City's operating budget. The capital budget will be prepared by the City Manager with assistance from the Finance Department and involvement of all required city departments.

APPROPRIATION – An appropriation for a capital expenditure shall continue in force until the purpose for which it was made has been accomplished or abandoned. The purpose of any such appropriation shall be deemed abandoned if three years pass without any disbursement from, or encumbrance of, the appropriation. Any funds not expended, disbursed, or encumbered shall be deemed excess funds.

CONTROL – All capital project expenditures must be appropriated in the capital budget. Finance must certify the availability of resources so an appropriation can be made before a capital project contract is presented by the City Manager to the City Council for approval.

ALTERNATE RESOURCES – Where applicable, assessments, impact fees, or other user-based fees should be used to fund capital projects which have a primary benefit to certain property owners.

DEBT FINANCING – Recognizing that debt is usually a more expensive financing method, alternative financing sources will be explored before debt is issued. When debt is issued, it will be used to acquire major assets with expected lives that equal or exceed the average life of the debt issue. The exceptions to this requirement are the traditional costs of marketing and issuing the debt, capitalized labor for design and construction of capital projects, and small component parts which are attached to major equipment purchases.

REPORTING – Financial reports will be available to enable the department managers to manage their operating budgets and to enable the Finance Department to monitor the operating budget as authorized by the City Manager.



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BASTROPTX
Heart of the Lost Pines
Est. 1832

Financial Strategy

Financial Strategy

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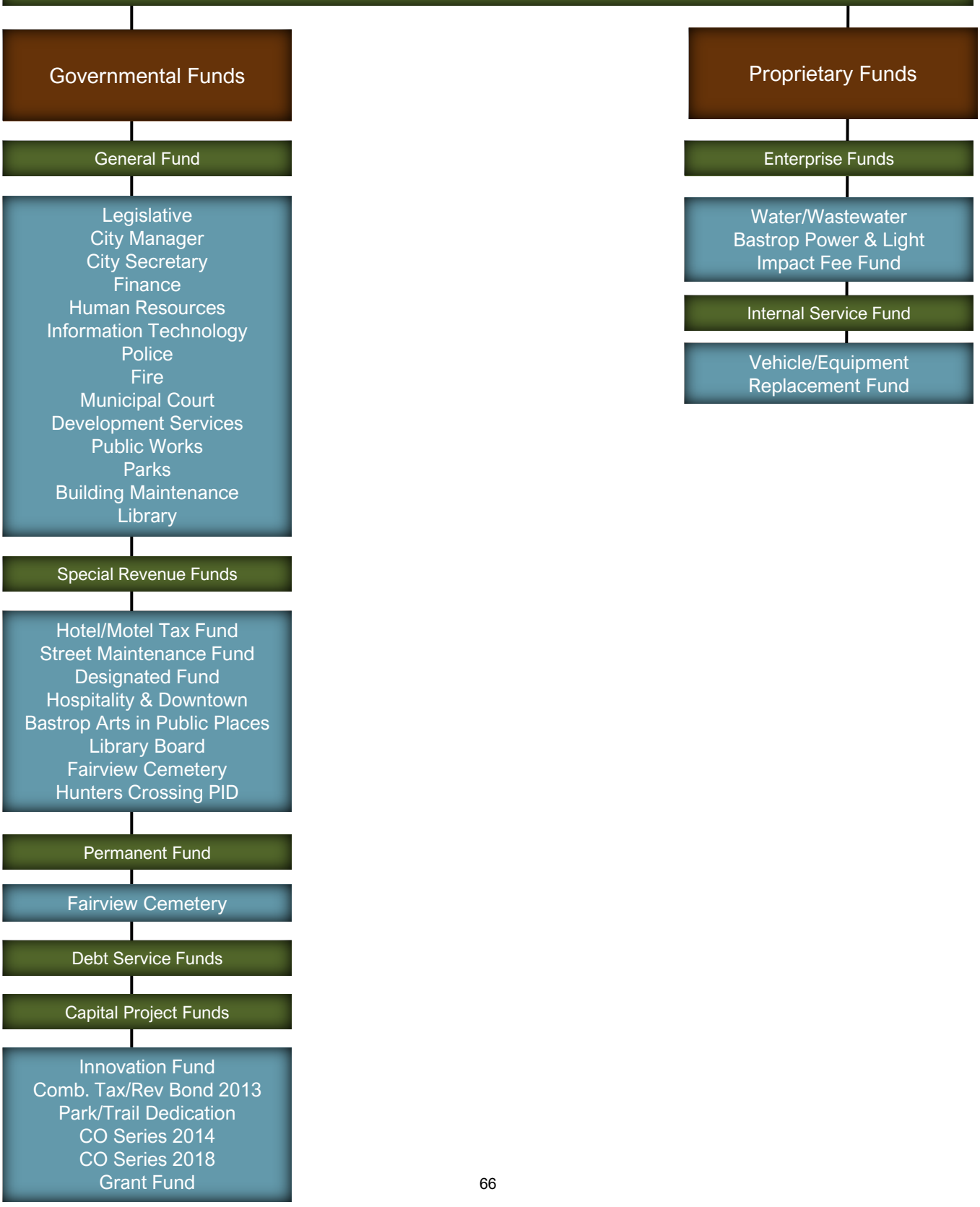


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ALL FUND SUMMARY - FY 2020

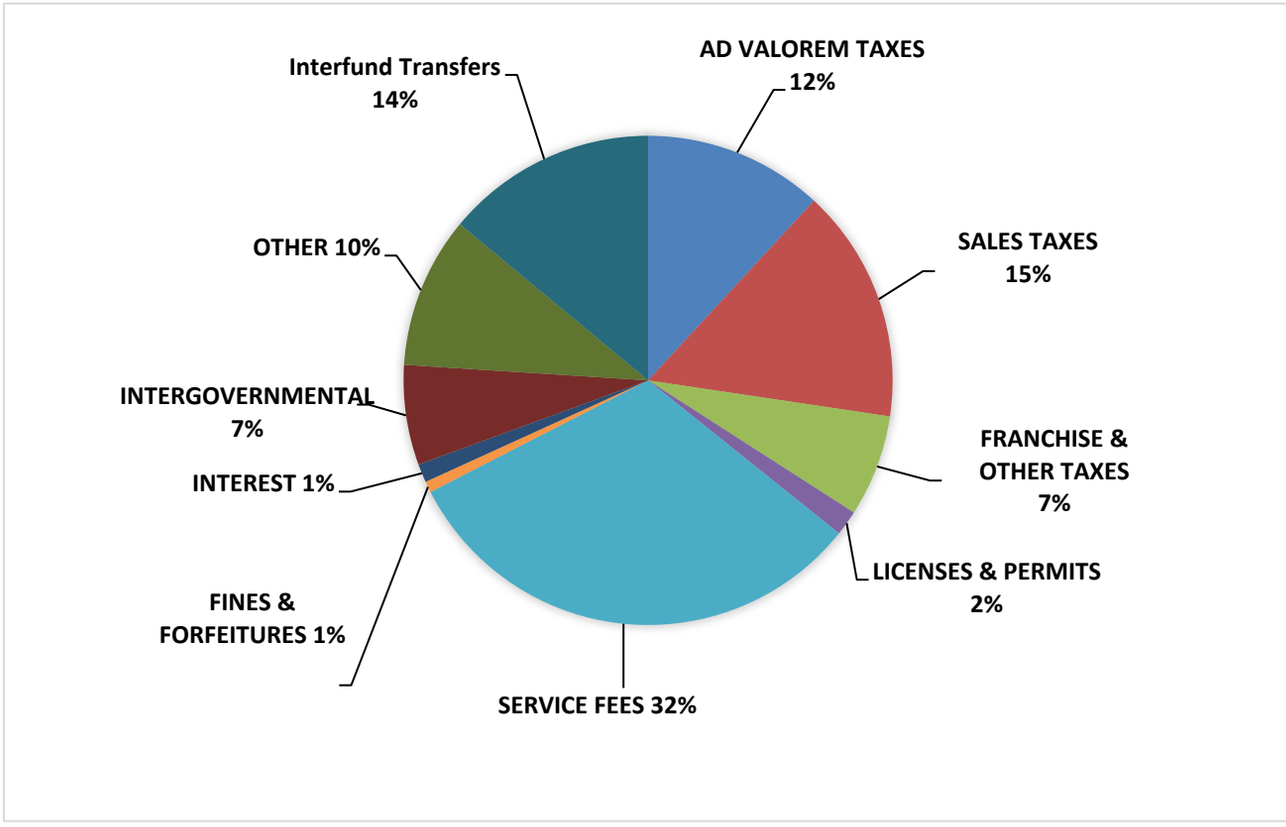
	GENERAL FUND	STREET MAINTENANCE FUND	DEBT SERVICE FUNDS	HOTEL TAX FUND	SPECIAL REVENUE FUNDS	WATER/ WASTEWATER FUNDS	BP&L FUND	CAPITAL IMPROVEMENT FUNDS	INTERNAL SERVICE FUND	ECONOMIC DEVELOPMENT CORP	TOTAL ALL FUNDS
BEGINNING FUND BALANCES	$ 2,643,264	$ 1,019,945	$ 254,780	$ 3,797,361	$ 2,758,164	$ 5,050,257	$ 3,590,969	$ 5,393,832	$ 2,384,291	$ 4,070,298	$ 30,963,161
REVENUES:											
AD VALOREM TAXES	3,850,795		2,006,862		-	-	-	-			5,857,657
SALES TAXES	5,084,400				-	-	-	-		2,560,000	7,644,400
FRANCHISE & OTHER TAXES	467,830			2,830,500	23,250	-	-	-			3,321,580
LICENSES & PERMITS	819,032			2,000	-	-	-	-			821,032
SERVICE FEES	673,100			275,250	1,116,203	6,163,064	7,037,682	-	371,192	13,800	15,650,291
FINES & FORFEITURES	349,585				12,650	-	-	-			362,235
INTEREST	65,000	10,000	20,000	65,000	44,050	117,000	72,000	110,144	15,500	80,000	598,694
INTERGOVERNMENTAL	89,878		246,548	62,312	2,863,125	-	-	-			3,261,863
OTHER	60,000			-	31,910	6,500	16,880	3,265,000		1,560,000	4,940,290
TOTAL REVENUES	11,459,620	10,000	2,273,410	3,235,062	4,091,188	6,286,564	7,126,562	3,375,144	386,692	4,213,800	42,458,042
OTHER SOURCES											
Other Financing Sources	-							30,000			30,000
Interfund Transfers	769,741	154,000	514,416	461,494	4,700	4,895,885	-	22,500	75,000		6,897,736
TOTAL REVENUE & OTHER SOURCES	12,229,361	164,000	2,787,826	3,696,556	4,095,888	11,182,449	7,126,562	3,427,644	461,692	4,213,800	49,385,778
TOTAL AVAILABLE RESOURCES	$ 14,872,625	$ 1,183,945	$ 3,042,606	$ 7,493,917	$ 6,854,052	$ 16,232,706	$ 10,717,531	$ 8,821,476	$ 2,845,983	$ 8,284,098	$ 80,348,939
EXPENDITURES:											
GENERAL GOVERNMENT	4,454,010				3,268,125	-	-	123,000			7,845,135
PUBLIC SAFETY	4,605,308				20,950	-	-	-			4,626,258
DEVELOPMENT SERVICES	1,084,324				-	-	-	100,000			1,184,324
COMMUNITY SERVICES	1,647,736			354,150	305,327	-	-	-			2,307,213
UTILITIES					165,000	3,839,046	6,054,651	-			10,058,697
DEBT SERVICE			2,752,618		-	1,870,887	159,847	143,668		485,453	5,412,473
ECONOMIC DEVELOPMENT				3,327,999	-	-	-	-		2,066,445	5,394,444
CAPITAL OUTLAY		1,183,945			911,000	4,150,400	615,000	8,043,689	356,500	2,692,000	17,952,534
TOTAL EXPENDITURES	11,791,378	1,183,945	2,752,618	3,682,149	4,670,402	9,860,333	6,829,498	8,410,357	356,500	5,243,898	54,781,078
OTHER USES											
Interfund Transfers	238,992	-	-	521,916	575,395	4,335,693	872,750	352,991	-		6,897,736
TOTAL EXPENDITURE & OTHER USES	12,030,370	1,183,945	2,752,618	4,204,065	5,245,797	14,196,026	7,702,248	8,763,348	356,500	5,243,898	61,678,814
ENDING FUND BALANCES	$ 2,842,255	$ -	$ 289,988	$ 3,289,852	$ 1,608,255	$ 2,036,680	$ 3,015,283	$ 58,128	$ 2,489,483	$ 3,040,200	$ 18,670,125

City of Bastrop Fund Structure



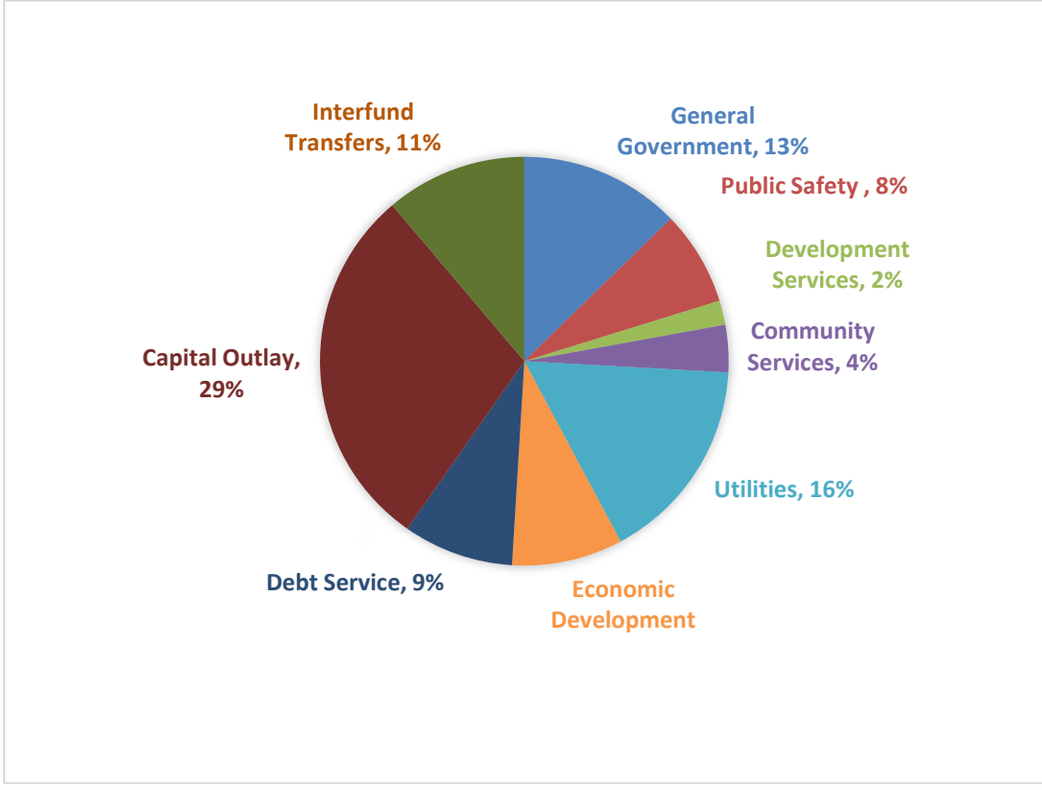
Consolidated Summary of Revenue

	Actual FY 2017-2018	Budget FY 2018-2019	Projected FY 2018-2019	Proposed FY 2019-2020
REVENUES				
AD VALOREM TAXES	5,198,768	5,396,523	5,444,081	5,857,657
SALES TAXES	7,242,380	7,309,610	7,486,393	7,644,400
FRANCHISE & OTHER TAXES	3,753,889	3,716,632	3,361,180	3,321,580
LICENSES & PERMITS	744,028	701,500	520,297	821,032
SERVICE FEES	14,527,904	15,037,270	14,666,567	15,650,291
FINES & FORFEITURES	303,807	348,000	396,050	362,235
INTEREST	467,088	446,586	690,623	598,694
INTERGOVERNMENTAL	1,388,359	1,551,766	403,706	3,261,863
OTHER	892,598	1,514,919	1,022,468	4,940,290
TOTAL REVENUES	34,518,821	36,022,806	33,991,365	42,458,042
OTHER SOURCES				
Other Sources	-	-	-	30,000
Interfund Transfers	7,795,005	5,959,301	5,930,831	6,897,736
TOTAL REVENUE & Other Sources	42,313,826	41,982,107	39,922,196	49,385,778



Consolidated Summary of Expenditures

	Actual FY 2017-2018	Budget FY 2018-2019	Projected FY 2018-2019	Proposed FY 2019-2020
EXPENDITURES				
General Government	$ 4,170,765	6,851,217	5,770,835	7,845,135
Public Safety	3,926,213	5,162,334	4,166,673	4,626,258
Development Services	866,492	1,539,699	1,007,786	1,184,324
Community Services	2,022,357	2,991,124	2,249,270	2,307,213
Utilities	9,309,549	9,921,729	9,494,464	10,058,697
Economic Development	6,705,823	5,797,493	4,782,467	5,412,473
Debt Service	2,467,965	3,364,882	4,347,737	5,394,444
Capital Outlay	4,801,340	9,169,153	8,358,149	17,952,534
Total Expenditures	34,270,504	44,797,631	40,177,381	54,781,078
OTHER FINANCING USES				
Other Financing Uses		-		
Interfund Transfers	7,795,005	5,959,301	5,930,831	6,897,736
Total Expenditures & Other Uses	42,065,509	50,756,932	46,108,212	61,678,814



Department Base Adjustments

FY 2020 Proposed Program Changes

Bastrop Power & Light	FY 2020 Change	Recurring Amount	New Positions
Fuel and Lube Added funding for inflation in fuel costs and the addition of vehicles	$2,500	$2,500	0
Equipment Maintenance Added funding for inflation in maintenance costs and the addtion of equipment	$5,000	$5,000	0
Vehicle Added funding for inflation in maintenance costs and the addition of vehicles	$3,000	$3,000	0
Building Added funding to purchase a CONEX unit for storage	$3,000	$3,000	0
Professional Services Finance added funding for Council-designated Special Projects (Public Relations)	$37,000	$37,000	0
Legal Services Reduced budget to match actual costs	-$1,500	-$1,500	0
LCRA Power Projected lower rates	-$327,281	-$327,281	0
LCRA Testing Added funding for inflation in testing costs	$1,000	$1,000	0
Vehicle/Equipment Replacement fee Added additional vehicles and equipment to the fund	$29,194	$29,194	0
Sponsorships Increased funding to accommodate additional sponsorship opportunities	$1,000	$1,000	0

Bastrop Power & Light	FY 2020 Change	Recurring Amount	New Positions
Community Support Added funding for PHI Cares- medical air transport	$25,745	$25,745	0
Line Extensions Added funding for Piney Creek Bend Phase II line extension fee	$2,000	$2,000	0
Transfer Out - Special Project Fund Most of the funding transfer in FY 2019 was for one-time expense	-$443,825	-$443,825	0
Transfer Out - Vehicle/Equip Replacement Fund Reduced the amount of contribution for future vehicle and equipment purchases	-$25,000	-$25,000	0
System Study Improvements Projects #5 and #11 will carry over into FY 20. However, we have already started ordering materials and believe some will be received and paid this year, thereby reducing the amount of funds needed to roll over.	-$70,000	-$70,000	
Bastrop Power & Light Total	**-$758,167**	**-$758,167**	**0**

Department Base Adjustments

FY 2020 Proposed Program Changes

General Fund	FY 2020 Change	Recurring Amount	New Positions
Legislative			
Professional Services Reduced funding to reflect actual costs	-$6,000	-$6,000	0
Travel & Training Added funding to cover all of the training and conferences for all Council members	$6,000	$6,000	0
Legislative Total	**$0**	**$0**	**0**
Organizational			
Group Insurance FY 2019 included a discount that is not included in FY 2020	$3,980	$3,980	0
Retiree Benefits FY 2019 included projections for employee's eligible for retirement but didn't choose to retire yet	-$27,835	-$27,835	0
Supplies Increased funding to reflect actual costs	$800	$800	0
Equipment Maintenance Reduce funding to reflect actual costs	-$350	-$350	0
Maintenance of Vehicle Reduce funding to reflect actual costs	-$425	-$425	0
Communications Increased funding to reflect actual costs	$1,000	$1,000	0
Property Tax Collection/Appraisal Services Added funding to cover the increase in fees by Bastrop Central Appraisal District for appraisal services	$3,916	$3,916	0
Engineering and Consulting Added cost to cover unplanned engineering projects	$4,969	$4,969	0
Property and Liability Insurance FY2019 budget was short, this increase is to cover two years of premium increases	$12,322	$12,322	0

General Fund	FY 2020 Change	Recurring Amount	New Positions
Contractual Services FY 2019 not offset by County contribution to Water St. parking lot contract	-$3,000	-$3,000	0
Advertising Increased funding to reflect actual costs	$1,000	$1,000	0
Travel & Training Added funding for PIO training	$2,125	$2,125	0
380 Agreement Reimb-Sales Taxes Added funding for increase sales tax rebate due to new businesses in Burleson Crossing	$12,000	$12,000	0
380 Agreement Reimb-Property Taxes Reduced funding due to properties being sold in Burleson Crossing	-$2,000	-$2,000	0
Overhead Allocation Increase in allocation of administrative support from W/WW, BP&L and HOT fund due to salary adjustments	$7,275	$7,275	0
Contingency	$363	$363	0
Salary Adjustment Savings Removed salary adjustment savings from budget due to positions being filled	$172,254	$0	0
Transfer Out - Hotel Occupancy Fund Reduced funding to cover the General Fund portion of the Multi-media and Special Event & Reservation departments	-$27,090	$0	0
Organizational Total	**$161,304**	**$16,140**	**0**

City Manager

Vehicle/Equip Replacement Fee Reduced funding due to adjustment to life of the assets in VERF fund reducing the lease payment due	-$2,250	-$2,250	0
Travel & Training Added funding to cover all of the training and conferences	$500	$500	0
Dues, Subscriptions, and publications Added funding to cover additional dues	$500	$500	0
City Manager Total	**-$1,250**	**-$1,250**	**0**

General Fund	FY 2020 Change	Recurring Amount	New Positions
City Secretary NO Changes			
Finance			
Office Equipment FY 2019 budget included one-time expenses	-$500	-$500	0
Forms Printing Reduced to reflect one-time purchases	-$150	-$150	0
Equipment/Software Maintenance Added funding to cover Increase in maintenance cost of software	$3,930	$3,930	0
Utilities Reduced funding to reflect actual costs	-$400	-$400	0
Audit Added expense for new auditor contract	$120	$120	0
Advertising Increased public notice requirements	$975	$975	0
Travel & Training Reduced funding since Director's CPM classes are almost finished & assitant position on hold	-$2,000	-$2,000	0
Dues Subscriptions & Publications Increased funding to reflect actual costs	$775	$775	0
City Finance Total	**$2,750**	**$2,750**	**0**
Finance-Utility Customer Service			
Postage Increased funding to reflect actual costs	$1,320	$1,320	0
Office Equipment Added funding for replacement of scanners	$350	$0	0
Equipment/Software Maintenance Added funding due to increased annual maintenance of new customer portal	$4,455	$4,455	0
Communications Reduced funding to reflect actual costs	-$840	-$840	0
Professional Services Reduction in cost with new third party billing vendor	-$1,640	-$1,640	0
Contractual Services Added funding for Solid Waste contract rate increase of 5%, plus additional homes being served	$33,474	$33,474	0
City Finance-Utility Customer Service Total	**$37,119**	**$36,769**	**0**

General Fund	FY 2020 Change	Recurring Amount	New Positions
Human Resources			
Supplies Purchasing expandable banner & monogrammed tablecloth	$450	$450	0
Office Equipment New Phone for Director	$700	$700	0
Forms Printing Reflects price increases	$100	$100	0
Travel & Training Annual TMHRA Conference is in Georgetown	-$2,700	-$2,700	0
City Pins/Appreciation Reflects pricing increase	$650	$650	0
Human Resources Total	**-$800**	**-$800**	**0**
Information Technology			
Supplies Reduced funding to reflect actual costs	-$300	-$300	0
IT Supplies Reduced funding to reflect actual costs	-$2,000	-$2,000	0
Office Equipment Added storage shelving expense	$400	$0	0
Equipment Added funding for tablet and workstation for system administrator	$2,350	$0	0
Small Tools Reduced funding to reflect actual costs	-$980	-$980	0
Equipment/Software Maintenance Added software and license fees to increase efficiency and security	$17,280	$17,280	0
Vehicle Maintenance & Repair Reduced funding to reflect actual costs	-$120	-$120	0
Communications Reduced funding to reflect actual costs	-$1,280	-$1,280	0
Utilities Reduced funding to reflect actual costs	-$1,052	-$1,052	0
Professional Services Added funding for increased server consulting	$1,000	$1,000	0
Vehicle Equipment Replacement Fee Added the servers purchased in FY 2019 to the VERF fund and added lease payments for future replacement	$11,856	$11,856	0
Information Technology Total	**$27,154**	**$24,404**	**0**

General Fund	FY 2020 Change	Recurring Amount	New Positions
Police Administration			
Supplies Added funding to reflect actual costs	$4,680	$4,680	0
Office Equipment Added funding for equipment replacement	$3,400	$0	0
Janitorial Supplies/Admin. Reduced funding to reflect actual costs	-$1,276	-$1,276	0
Special Printing/Admin. Added funding for reprint of policy manual	$2,600	$0	0
Fuel Admin Added funding to project increase in costs of fuel.	$250	$250	0
Maintenance - Vehicles/Admin Reduce funding due to replacement of aging fleet	-$3,210	-$3,210	0
Communication/Admin. Added funding due to radio contract increase	$3,228	$3,228	0
Dues, Subscriptions, & Publications/Admin. Increased funding to reflect actual costs	$723	$723	0
Prisoner Housing Reduced funding due to actual cost historically	-$1,200	-$1,200	0
Police Administration Total	**$9,195**	**$3,195**	**0**
Police - Code Enforcement & Animal Control			
Supplies- Code Increased funding to reflect actual costs	$203	$203	0
Fuel - Code Reduced funding to reflect actual costs	-$312	-$312	0
Maintenance of Equipment - Code Increased funding to maintain chicken traps	$500	$500	0
Maintenance - Vehicles - Code Decreased funding to reflect actual costs	-$152	-$152	0
Uniforms - Code Increased funding to provide additional safety boots	$225	$225	0
Travel & Training Added funding due to increased cost in tuition and lodging for annual training.	$215	$215	0
Police - Code Enforcement & Animal Control Total	**$679**	**$679**	**0**

General Fund	FY 2020 Change	Recurring Amount	New Positions
Police - Emergency Management			
Supplies - EM Added funding to cover training material	$1,100	$1,100	0
Utilities Added funding for operating cost of running the Shelter/Senior Center	$1,250	$1,250	0
Police - Emergency Management Total	**$2,350**	**$2,350**	**0**
Police - Criminal Investigations			
Office Equipment -CID Added funding for a Mobile Data Terminal	$3,150	$0	0
Police Equipment - CID Added funding for iPads for each detective to aid in criminal investigations.	$2,900	$0	0
Maintenance - Equipment - CID Added funding for contingency	$500	$500	0
Maintenance - Vehicles - CID Added funding to reflect actual costs	$658	$658	0
Medical - CID Added contingency for sexual assault kits	$1,400	$1,400	0
Uniforms - CID Added funding for uniforms for Records Clerks	$2,084	$2,084	0
Travel & Training CID Added funding for additional training	$2,400	$2,400	0
Dues, Subscriptions, & Publications -CID Added additional funding for additional dues	$586	$586	0
Police - Criminal Investigations Total	**$13,678**	**$7,628**	**0**
Police - Patrol			
Supplies Reduced funding to reflect actual costs	-$626	-$626	0
Special Printing-Patrol Reduced funding to reflect actual costs	-$322	-$322	0
Ammunition/Targets-Patrol Added funding to reflect actual costs	$590	$590	0
Police Equipment-Patrol Added funding to reflect actual costs	$110	$110	0
Fuel-Patrol Added funding due to projected inflation in prices	$4,636	$4,636	0

General Fund	FY 2020 Change	Recurring Amount	New Positions
Maintenance of Vehicle-Patrol Added funding due to Increase in vehicle maintenance requirements (preventative and actual) because of aging vehicles.	$6,156	$6,156	0
Uniforms-Patrol Added funding to reflect actual costs	$223	$223	0
Travel & Training-Patrol Added funding for additional training	$2,650	$2,650	0
Dues, Subscriptions and Pub-Patrol Added additional funding for additional dues	$1,691	$1,691	
Police - Patrol Total	**$15,108**	**$15,108**	**0**
Police - Crime Prevention			
Special Printing - CP Reduced funding to reflect actual costs	-$1,900	-$1,900	0
Fuel - CP Reduced funding to reflect actual costs	-$450	-$450	0
Maintenance of Vehicles - CP Reduced funding to reflect actual costs	-$1,332	-$1,332	0
Uniforms Reduced funding to reflect actual costs	-$1,959	-$1,959	0
Travel & Training Reduced funding to reflect actual costs	-$1,000	-$1,000	0
Police - Crime Prevention Total	**-$6,641**	**-$6,641**	**0**
Fire - Admin			
Office Equipment Added equipment for Fire Inspector position	$1,500	$0	1
Wildland Clothing Added equipment for Fire Inspector position	$1,350	$0	1
Protective Gear Added equipment for Fire Inspector position	$3,190	$0	1
Equipment Maintenance Moved from small equip. and small tools to consolidate them here, reduced budget overall	$650	$650	0
Communications Increase in radio contract, full portion of tower rent (partial coverd by ESD#2 in the past)	$6,488	$6,488	0
Uniforms Increased funding for new position	$550	$550	1

General Fund	FY 2020 Change	Recurring Amount	New Positions
Travel & Training Increased funding for new position	$2,000	$2,000	1
Equipment Rental Added funding for new copier rental expense	$2,525	$2,525	0
Equipment Increased funding for new position	$7,500	$0	1
Police - Fire Admin. Total	**$25,753**	**$12,213**	**1**

Fire - Operational

Small Equipment Added funding for much needed life safety equipment	$4,215	$0	0
Wildland Clothing Added funding for safety clothing	$1,700	$1,700	0
Equipment Reduced funding to reflect alignment of needs	-$3,740	-$3,740	0
Protective Gear Reduced funding to reflect alignment of needs	-$18,430	-$18,430	0
Equipment Maintenance Added funding for maintaining safety equipment to high standards	$6,905	$6,905	0
Uniforms Added funding for additional shift	$950	$950	2.1
Travel & Training Reduced funding to reflect alignment of needs	-$1,000	-$1,000	0
Police - Fire Operational Total	**-$9,400**	**-$13,615**	**2.1**

Municipal Court

Postage Increased notices for warrant roundup and past dues	$800	$800	0
Office Equipment Reduce line item from one-time expense in FY 2019	-$500	$0	0
Software Maintenance FY 2019 had increased cost due to transition to new software	-$8,822	-$8,822	0
Maintenance of Equipment Increased funding to reflect actual costs	$400	$400	0
Professional Services Added funding to transition from salaried Judge to contracted	$47,904	$47,904	0

General Fund	FY 2020 Change	Recurring Amount	New Positions
Credit Card Processing Fee Reduce to align with actual cost	-$7,000	-$7,000	0
Jury Expense Added funding for contingency	$300	$300	0
Legal Services Moved Prosecutor expense to this line item and increased for actual cost	$4,000	$4,000	0
Debt Collection Services Increase in fees due to increased collections (offset by fee revenue collected)	$3,000	$3,000	0
Travel and Training Added funding for additional training for associate judges	$1,500	$1,500	0
Dues, Subscriptions, & Publications Increased funding to reflect actual costs	$140	$140	0
Municipal Court Total	**$41,722**	**$42,222**	**0**
Development Services-Planning & Zoning			
Supplies Decreased funding to reflect actual costs	-$1,470	-$1,470	
Equipment/Software Maintenance Added funding for additional software maintenance	$1,643	$1,643	0
Communications Reduced funding to reflect actual costs	-$664	-$664	0
Travel & Training Reduction due to transfer of partial budget to Building Inspector division	-$5,888	-$5,888	0
Dues & Subscriptions Increased annual dues to more associations	$1,067	$1,067	0
Development Services-Planning & Zoning Total	**-$5,312**	**-$5,312**	**0**

General Fund	FY 2020 Change	Recurring Amount	New Positions
Development Services-Engineering & Dev.			
Maps Additional funding for this line item	$500	$500	0
Equipment/Software Maintenance Reduced line item due to transfer to Building Inspector division	-$5,350	-$5,350	0
Maintenance - Vehicles Added funding for increase in vehicle maintenance requirements (preventative and actual) because of aging vehicles.	$1,000	$1,000	0
Communications Reduced funding to reflect actual costs	-$500	-$500	0
Professional Serivces Reduction due to proposed Construction Manager position	-$81,744	-$81,744	0
Credit Card Processing Fee Reduced funding to reflect actual costs	-$300	-$300	0
Uniforms Reduced funding to reflect actual costs	-$300	-$300	0
Travel & Training Reduced funding to reflect actual costs	-$568	-$568	0
Dues & Subscriptions Reduced funding to reflect actual costs	-$1,795	-$1,795	0
Development Services-Eng. & Dev. Total	**-$89,057**	**-$89,057**	**0**
Development Services-Building Inspection			
Supplies Change due to creation of new division	$1,500	$1,500	0
Fuel & Lube Change due to creation of new division	$3,000	$3,000	0
Maintenance of Vehicle Change due to creation of new division	$6,000	$6,000	0
Communications Change due to creation of new division	$2,592	$2,592	0
Uniforms Change due to creation of new division	$900	$900	0
Travel & Training Change due to creation of new division	$6,456	$6,456	0
Dues & Subscriptions Change due to creation of new division	$728	$728	0
Development Services-Bldg Insp. Total	**$21,176**	**$21,176**	**0**

General Fund	FY 2020 Change	Recurring Amount	New Positions
Public Works - Administration			
Chemicals Reduced funding to reflect actual costs	-$100	-$100	0
Small Tools Reduced funding to reflect actual costs	-$800	-$800	0
Utilities This line item originally included the senior center utilities but this has been moved to Emergency Management division in the Police budget	-$4,800	-$4,800	0
Professional Services Moved this mowing contract to the HOT fund	-$157,668	-$157,668	0
Uniforms Increasing funding to provide additional shirts and other uniform items	$1,580	$1,580	0
Vehicle/Equip Replacement Fee Added funding for new vehicle/equipment lease payment	$2,974	$2,974	0
Advertising Increased funding to reflect actual costs	$100	$100	0
Travel & Training Additional Superintendent training	$2,056	$2,056	0
Dues, Subscriptions & Publications Additional memberships in TPWA	$640	$640	0
Equipment Rental Reduced funding to reflect actual costs	-$1,400	-$1,400	0
Public Works - Administration Total	**-$157,418**	**-$157,418**	**0**
Public Works - Streets & Drainage			
Supplies Added funding for needed supplies	$2,600	$0	0
Small Tools Added funding for needed tools	$2,000	$2,000	0
Equipment Rental Contingency for unforseen rentals	$1,400	$1,400	0
Public Works - Streets & Drainage Total	**$6,000**	**$3,400**	**0**
Public Works - Parks			
Equipment Maintenance Reduced funding to reflect actual costs	-$1,000	-$1,000	0
Dog Bark Park Expense FY 2019 included one-time expenses	-$4,500	-$4,500	0
Delgado Park Maintenance Added funding for new park	$300	$300	0

General Fund	FY 2020 Change	Recurring Amount	New Positions
Old Iron Bridge Reduction for less maintenance due to closure	-$250	-$250	0
Pecan Park Maintenance Added funding for new park	$5,450	$5,450	0
Little League Utilities Added funding to reflect actual costs	$200	$200	0
Parks & Trails Utilities Reduced funding to reflect actual costs	-$200	-$200	0
Public Works - Parks Total	**$0**	**$0**	**0**

Public Works - Building Maintenance NO Changes

Library

Supplies Added funding to reflect actual costs	$710	$710	0
Small Equipment Added funding for replacement of printers	$2,400	$0	0
Books Increase funding of eBooks	$2,500	$2,500	0
Audio Visuals Reduced funding to reflect actual costs	-$100	-$100	0
Computer Maintenance Reduced funding to reflect actual costs	-$782	-$782	0
Building Maintenance Increased funding to reflect actual costs	$1,500	$1,500	0
Communication Increased funding to reflect actual costs	$200	$200	0
Utilities Increased funding to reflect actual costs	$500	$500	0
Professional Services Increased funding to reflect actual costs	$200	$200	0
Advertising Increased funding to reflect actual costs	$130	$130	0
Travel & Training Added funding for additional conference	$1,400	$1,400	0
Equipment Rental Reduced funding to reflect actual costs	-$1,350	-$1,350	0
Library Total	**$7,308**	**$4,908**	**0**
TOTAL GENERAL FUND	**$75,665**	**-$93,364**	**2**

Department Base Adjustments

FY 2020 Proposed Program Changes

Hospitality & Downtown	FY 2020 Change	Recurring Amount	New Positions
Bastrop Art in Public Places			
Professional Services Removed Old Iron Bridge Development. Will re-appropriate when funding is secured for Old Iron Bridge Rehabilitation.	-$20,000	$0	0
Special Projects Removed funding for Transformer project	-$1,420	-$1,420	0
Bastrop Art in Public Places Total	**-$21,420**	**-$1,420**	**0**
Convention Center			
Supplies Added funding due to the increased costs	$500	$500	0
Postage Added funding due to additional Farm Street Opry mail outs	$200	$200	0
Janitorial Supplies Reduced funding to reflect actual costs	-$5,000	-$5,000	0
Equipment Maintenance This line item includes software maintenance and this amount increased.	$500	$500	0
Building Maintenance Line increase due to recommended roof repair.	$12,000	$0	0
Communications Increased cost in internet monthly fees	$4,140	$4,140	0
Utilities Increased funding to reflect actual costs	$838	$838	0

Hospitality & Downtown	FY 2020 Change	Recurring Amount	New Positions
Professional Services Several sponsored events eliminated	-$6,200	-$6,200	0
Client Contracted Expense This is a pass-thru expense from client. Reduced based on FY 2019 actual.	-$3,500	-$3,500	0
Advertising Increased due to additional promotion of the Center	$10,000	$10,000	0
Convention Center Total	**$13,478**	**$1,478**	**0**
Main Street Program			
Supplies Added funding for storage requirements	$1,250	$1,250	0
Equipment Needs in this line decreased	-$350	-$350	0
Forms Added additional print material for Main St.	$1,900	$1,900	0
Communication Reduced funding to reflect actual costs	-$500	-$500	0
Professional Services Needs in this line increased	$2,450	$2,450	0
Advertising Increased Advertising for Main Street District	$2,850	$2,850	0
Promotional Activities Decreased promotional activities	-$6,850	-$6,850	0
Business Development Slight increase to business development expense	$300	$300	0
Travel and Training Slight increase to travel and training	$1,050	$1,050	0
Sponsored Events Slight increase to sponsored events	$2,000	$2,000	0
Community Partners New category to accurately track our support of community partners	$1,500	$1,500	0

Hospitality & Downtown	FY 2020 Change	Recurring Amount	New Positions
Downtown Beautification Reduced funding to reflect actual costs	-$4,000	-$4,000	0
Main Street Program Total	**$1,600**	**$1,600**	**0**
Multi-Media Department			
Supplies Added funding for supplies required for all equipment being utilized	$1,150	$1,150	0
Office Equipment Added funding for iPads for both staff members	$3,100	$0	0
Communications Increase funding for additional data for iPads	$435	$435	0
Professional Services Reduce funding to align with needs	-$1,250	-$1,250	0
Advertising Reduce funding to align with needs	-$1,000	-$1,000	0
Travel & Training Reduce funding based on actual costs	-$150	-$150	0
Dues, Subscriptions, & Publications Reduction in costs due to programming decision change	-$6,900	-$6,900	0
Multi-Media Department Total	**-$4,615**	**-$7,715**	**0**
Organizational			
Professional Services Moved Right-a-way mowing to this fund and increased the contract amount to include additional areas	$235,109	$235,109	0
Organization Funding Added increased funding to the non-special event community assets being funded out of HOT funds	$141,000	$141,000	0
Destination Marketing Corp Additional funding in relation to increased Hotel tax revenue and projected audit adjustment	$166,285	$166,285	0

Hospitality & Downtown	FY 2020 Change	Recurring Amount	New Positions
Special Event Expense Funding reduced in this line item to match actual costs	-$3,000	-$3,000	0
Opportunity Funds Funding reduced as this line item adjusted to comply with Fund Balance requirement policy	-$219,814	-$219,814	0
Transfer Out - Innovation Fund HOT funds share of the new website	$7,500	$0	0
Organizational Total	**$327,080**	**$319,580**	**0**

Special Events & Reservations

Supplies The enhanced programming requires additional supplies	$1,900	$1,900	0
Office Equipment Added one-time purchases for iPad and office furniture	$1,050	$0	0
Communications Added additional amount for data for the iPad	$1,032	$1,032	0
Professional Services Added funding is the difference between Keep Bastrop County Beautiful funding dropping off and NIBBLES program being added	$2,500	$2,500	0
Uniforms There was not any funding in FY 2019 for uniforms	$700	$700	0
Dues, Subscriptions, & Publications Eliminated as no longer need Recreation membership	$200	$200	0
Recreation Programs Reduced funding as YMCA taking over Summer Camp and Movies in the Park	-$2,000	-$2,000	0
Special Events & Reservations Total	**$5,382**	**$4,332**	**0**
TOTAL HOT FUND	**$321,505**	**$317,855**	

Department Base Adjustments

FY 2020 Proposed Program Changes

Water Wastewater Fund	FY 2020 Change	Recurring Amount	New Positions
Administration			
Supplies Reduce funding to reflect actual cost	-$2,700	-$2,700	0
Office Equipment Purchase needed laptops and printers	$5,900	$0	0
Safety/First Aid Reduce funding as there is a surplus of supplies.	-$450	-$450	0
Special Printing Additional cost of posters and signs to communicate better with the public on projects in the community	$1,800	$1,800	0
Small Tools Replace needed hand tools	$200	$0	0
Fuel and Lube Additional cost for increase fuel prices	$2,000	$2,000	0
Professional Services Added cost of the connection to Aqua at HWY 20 and unforseen projects	$51,125	$0	0
Uniforms Added funding to replace items not covered by contract i.e. Rain suits, T-shirts, Hats etc.…	$700	$700	0
Administrative Support Added funding for administrative support provided by General fund and Multi-Media department	$11,332	$11,332	0
Transfer Out-Debt Service Fund Only transferring what is needed to meet current debt payments	-$338,372	$0	0
Water Wastewater Administration Total	**-$268,465**	**$12,682**	**0**

Water Wastewater Fund	FY 2020 Change	Recurring Amount	New Positions
W/WW Distribution & Collection			
Fuel and Lube Added funding to project increase in fuel prices.	$4,784	$4,784	0
System Maintenance FY 2019 included some one-time projects	-$18,386	$0	0
Uniforms Added funding for items not covered under contract i.e. Caps, T-shirts & Rain suits.	$1,069	$1,068	0
Vehicle Equip. Replacement fee Added additional vehicles to the fund therefore increasing the annual payments for replacement of the assets	$10,715	$10,715	0
Travel and Training Added funding for additional training for technicians	$536	$536	0
W/WW Distribution & Collection Total	**-$1,282**	**$17,103**	**0**
Water Production & Treatment			
Fuel & Lube Reduced funding to reflect projected year end amount plus inflation	-$340	-$340	0
System Maintenance Reduced funding due to FY 2019 having large maintenance projects that are not reflected in FY 2020 budget	-$104,259	$0	0
Equipment Maintenance Added additional funding for maintenance program	$12,645	$12,645	0
Vehicle Maintenance Reduced due to recent replacement of older fleet	-$500	-$500	
Utilities Added funding to cover additional cost of XS Ranch water well	$11,000	$11,000	0
Professional Services Added funding due to increased TCEQ Fees.	$11,477	$11,477	0
Uniforms Added funding for items not covered under contract i.e. Caps, T-shirts & Rain suits.	$345	$345	0
Water Production & Treatment Total	**-$69,632**	**$34,627**	**0**

Water Wastewater Fund	FY 2020 Change	Recurring Amount	New Positions
WW Treatment Plant			
Chemicals Added funding as increase in influent requires an increase in chemicals.	$1,208	$1,208	0
System Maintenance Reduced funding due to FY 2019 having large maintenance projects that are not reflected in FY 2020 budget	-$114,865	$0	0
Equipment Maintenance Added additional funding for maintenance program	$10,400	$10,400	0
Building Maintenance Reduced funding due to FY 2019 having large maintenance projects that are not reflected in FY 2020 budget	**-$5,486**	**$0**	
Vehicle Maintenance Reduced due to recent replacement of older fleet	**-$3,500**	**$0**	0
WW Treatment Plant Total	**-$112,243**	**$11,608**	**0**
Water/Wastewater Fund Totals	**-$451,622**	**$76,020**	0



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Department Enhancements

FY 2020 Proposed Program Changes

Bastrop Power & Light	Amount of Change in FY 2020	Recurring Amount	New Positions
Additional Special Projects funding	$250,000	$0	0
Added funding for North Bastrop Light Installation Project			
Bastrop Power & Light Total	**$250,000**	**$0**	**0**

Department Enhancements

FY 2020 Proposed Program Changes

General Fund	Amount of Change in FY 2020	Recurring Amount	New Positions
Information Technology			
Battery Backup replacements Added funding for replacement battery backups that are critical during a power outage	$14,000	$0	0
Additional Laser Fiche license Added funding for an additional 15 licenses for continued progress with paperless working environment	$13,000	$13,000	0
Information Technology Total	**$27,000**	**$13,000**	**0**
Police - Patrol			
Operational Salary Added funding for field training officer pay	$7,500	$7,500	0
Equipment Added funding for (14) ballistic helmets for life safety	$16,212	$0	0
Police - Patrol Total	**$23,712**	**$7,500**	**0.0**
Fire - Administration			
Fire Inspector Position Added funding for a Fire Inspector to increase full time coverage and add a plan examiner that will allow plan review within the new state law required timeline.	$132,040	$132,040	1.0
Fire Total	**$132,040**	**$132,040**	**1.0**

General Fund	Amount of Change in FY 2020	Recurring Amount	New Positions
Fire - Operational			
Additional Night Staff Personnel Added funding for one extra night staff position 12 hours a day/7 days a week	$66,708	$66,708	2.1
Fire Total	**$66,708**	**$66,708**	**2.1**
Public Works - Administration			
Construction Manager Added funding to add a Construction Manager position to manage all of the many capital projects the City has undertaken	$130,000	$130,000	1.0
Public Works - Parks Total	**$130,000**	**$130,000**	**1.00**
TOTAL GENERAL FUND	**$379,460**	**$349,248**	**4.1**

Department Enhancements

FY 2020 Proposed Program Changes - HOT Fund

Hospitality & Downtown	Amount of Change in FY 2020	Recurring Amount	New Positions
Multi-Media Department			
Office Equipment	$16,772	$0	0
Additional storage to centralize records management			
Multi-Media Department	**$16,772**	**$0**	**0**
Hotel Occupancy Fund Total	**$16,772**	**$0**	**0**

Department Enhancements

FY 2020 Proposed Program Changes

Water Wastewater Fund	Amount of Change in FY 2020	Recurring Amount	New Positions
Administration			
Capital Reserve Fund Transferring excess fund balance to the capital project fund to be used for future projects	$900,000	$0	0
W/WW Distribution & Collection			
New Meters New 16" meter for connection with Aqua	$25,000	$0	0
Mapping Added funding to catch up our GIS mapping of projects.	$25,000	$0	0
Water/Wastewater Fund Totals	**$950,000**	**$0**	**0**



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BP&L Fund

BP&L Fund

BP&L Fund Summary. 99
Revenue Summary. 102
Expenditure Summary. 103



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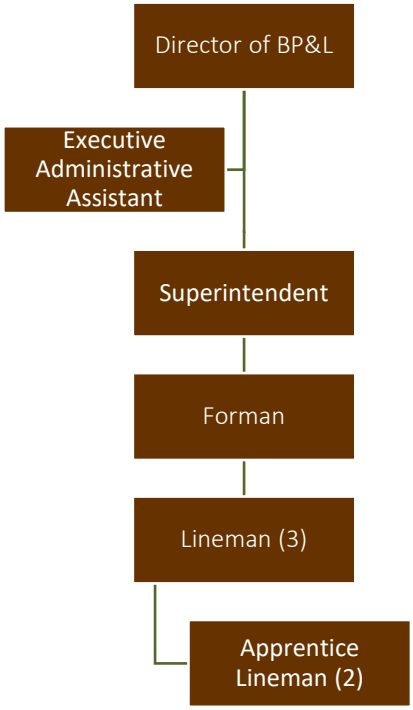
"Provide safe, reliable electric service to the citizens of Bastrop, Texas in a cost-effective, efficient manner through careful maintenance, and thoughtful capital improvements to the system."



BP&L Fund Summary

Department Description

Bastrop Power & Light (BP&L) Fund is utilized to account for the financial activities related to the provision of electricity services to residents in the BP&L service territory. BP&L is responsible for the City's 7200-volt electric distribution system. There are 41.4 miles of overhead electrical lines and 4.8 miles of underground electrical lines, which provide services to approximately 2,735 customers. Lower Colorado River Authority (LCRA) generates the electricity purchased by BP&L, acts as the liaison to the Electric Reliability Council of Texas (ERCOT) on behalf of BP&L and provides engineering studies and infrared and visual inspections that helps pinpoint required system maintenance. LCRA also provides mutual assistance during disasters providing manpower and equipment, when needed.



Organizational Chart

Goals and Objectives for FY 2020

- Maintain system reliability of 99.996% or better.
- Complete system maintenance according to LCRA Annual Engineering Study.
- Complete line extensions in a timely manner.

Recent Accomplishments for FY 2019

✔ Complete all work orders same day and within a couple of hours of receipt.

BP&L Fund Summary

BP&L Fund Summary

	ACTUAL FY-18	ORIG BUDGET FY-19	ESTIMATE FY-19	PROPOSED FY-20	PLANNING FY-21
BEGINNING FUND BALANCE	**$ 4,264,411**	**$ 4,308,148**	**$ 4,308,148**	**$ 3,590,969**	**$ 3,015,283**
Electric Sales	$ 7,140,226	$ 7,280,740	$ 6,777,872	$ 6,678,682	$ 6,603,253
Service Fees	$ 31,028	$ 32,300	$ 28,000	$ 31,000	$ 32,000
Extension Fees	$ 270,626	$ 335,000	$ 165,000	$ 328,000	$ 100,000
Pole Attachment	$ 7,865	$ 8,000	$ 7,880	$ 7,880	$ 8,000
Interest	$ 67,533	$ 56,000	$ 70,000	$ 72,000	$ 73,000
Other	$ 42,068	$ 9,000	$ 11,486	$ 9,000	$ 9,000
Total Revenues	$ 7,559,346	$ 7,721,040	$ 7,060,238	$ 7,126,562	$ 6,825,253
Total Resources	**$ 11,823,757**	**$ 12,029,188**	**$ 11,368,386**	**$ 10,717,531**	**$ 9,840,536**
Operating Expense	$ 5,923,913	$ 6,152,910	$ 5,834,549	$ 5,924,106	$ 5,808,087
Debt Service	$ 159,196	$ 160,493	$ 160,493	$ 159,847	$ 169,283
Community Support	$ 155,930	$ 104,800	$ 104,800	$ 130,545	$ 100,000
Line Extensions	$ 161,075	$ 183,000	$ 129,000	$ 185,000	$ 60,000
System Study Improvements	$ 48,551	$ 250,000	$ 222,000	$ 180,000	$ -
Special Project	$ -	$ -	$ -	$ 250,000	$ -
Transfer out - GF (lieu of taxes)	$ 557,748	$ 557,750	$ 557,750	$ 557,750	$ 557,750
Trandfer out - Special Projects	$ 409,200	$ 683,825	$ 668,825	$ 240,000	$ 232,500
Transfer out - VERF	$ 99,996	$ 100,000	$ 100,000	$ 75,000	$ 65,000
Total Operating Expenditures	**$ 7,515,609**	**$ 8,192,778**	**$ 7,777,417**	**$ 7,702,248**	**$ 6,992,620**
NET INCOME (LOSS)	**$ 43,737**	**$ (471,738)**	**$ (717,179)**	**$ (575,686)**	**$ (167,367)**
ENDING FUND BALANCE	**$ 4,308,148**	**$ 3,836,410**	**$ 3,590,969**	**$ 3,015,283**	**$ 2,847,916**
Fund Balance %	*57%*	*47%*	*46%*	*39%*	*41%*

BP&L Fund Summary

FY 2020 Revenue Fund Summary



CITY OF BASTROP		
FUND	DEPARTMENT	DIVISION
404 BASTROP POWER AND LIGHT	00 NON-DEPARTMENT	00 NON-DIVISION

SUMMARY

CATEGORIES	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
CHARGES FOR SERVICES	$5,029	$3,000	$3,000	$3,000	$3,000
ELECTRIC REVENUES	$7,480,204	$7,662,040	$6,984,752	$7,051,562	$6,749,253
INTEREST INCOME	$67,533	$56,000	$70,000	$72,000	$73,000
MISCELLANEOUS	$6,577	$0	$2,486	$0	$0
TOTAL REVENUE	**$7,559,343**	**$7,721,040**	**$7,060,238**	**$7,126,562**	**$6,825,253**

Revenue Summary- BP&L

FY 2020 Fund Summary & Personnel Schedule



CITY OF BASTROP

FUND	DEPARTMENT	DIVISION
404 BASTROP POWER AND LIGHT	60 POWER AND LIGHT DEPT	00 NON-DIVISION

SUMMARY

CATEGORIES	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
PERSONNEL COSTS	$676,466	$716,406	$713,163	$734,689	$747,289
SUPPLIES AND MATERIALS	$31,265	$39,000	$36,500	$41,500	$44,000
MAINTENANCE AND REPAIRS	$239,441	$226,000	$226,900	$237,000	$237,000
OCCUPANCY	$9,182	$10,780	$9,200	$10,780	$10,780
CONTRACTUAL SERVICES	$4,895,450	$5,071,502	$4,763,034	$4,809,915	$4,581,296
OTHER CHARGES	$228,039	$194,022	$190,552	$220,767	$287,722
CAPITAL OUTLAY	$209,626	$433,000	$351,000	$615,000	$60,000
DEBT SERVICE	$159,196	$160,493	$160,493	$159,847	$169,283
TRANSFERS OUT	$1,066,944	$1,341,575	$1,326,575	$872,750	$855,250
404-60-00 TOTAL	**$7,515,609**	**$8,192,778**	**$7,777,417**	**$7,702,248**	**$6,992,620**

PERSONNEL SCHEDULE

POSITION TITLE	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
DIRECTOR OF BP&L	1.000	1.000	1.000	1.000	1.000
ELECTRIC SUPERINTENDENT	1.000	1.000	1.000	1.000	1.000
EXEC. ADMIN ASSIST	1.000	1.000	1.000	1.000	1.000
FOREMAN	1.000	1.000	1.000	1.000	1.000
LINEMAN APPRENTICE	2.000	2.000	2.000	2.000	2.000
LINEWORKER-JOURNEYMAN	3.000	3.000	3.000	3.000	3.000
TOTAL FTEs	**9.000**	**9.000**	**9.000**	**9.000**	**9.000**

Expenditure Summary - BP&L

Performance Measures

Bastrop Power & Light

	FY 2017	FY 2018	Goal FY 2019	Goal FY 2020
Reliability % of Electrical System	99.995%	99.988%	99.50%	99.50%
Provide same-day response to customer requests and work orders	100%	100%	100%	100%
Average time of Power Outage	59 minutes	74 minutes	<60 minutes	<60 minutes



BP&L Fund Summary

BP&L Community Support

The Bastrop County Child Welfare Board's received the funding level requested. Their funding goes to support Bastrop children in kinship care. Bastrop County Emergency Food Pantry and Support Center received 100% of their funding request, which was the same funding level in FY 2019. The City of Bastrop considers themselves a partner for the NIBBLES program and has moved this funding to a transfer out in FY 2020. The following organizations received the same funding level as FY 2019: Austin Habitat for Humanities, Family Crisis Center, Bastrop County First Responders, Bastrop Pregnancy Resource Center, Children's Advocacy Center of Bastrop, Combined Community Action, Feed the Need, In the Streets-Hands up High Ministry, Literacy Volunteers of Bastrop and CASA.

The City has received a quote from PHI Cares for a membership fee of $8.00 per household to provide medical air transport services. This membership total of $29,000 has been included in the Community Support line item of the FY 2020 budget. This nominal fee will provide free timely emergency air transport at a huge savings for the residents of the City of Bastrop.

The City relies on several organizations to provide on-going programming that augments City Staff. Therefore, the City will have separate partnership agreements with YMCA, Emergency Food Pantry's NIBBLES program and Bastrop County Long-Term Recovery Team in lieu of funding through BP&L Community Support. YMCA and NIBBLES program are funded in the Hospitality & Downtown budget. Bastrop County Long-Term Recovery Team is funded in Emergency Management – Police budget.

CITY OF BASTROP
COMMUNITY SUPPORT FUNDING REQUESTS FY2019-2020

Organization	FY17-18 Approved Funding	FY18-19 Approved Funding	COMMUNITY SUPPORT FY2019-2020	
			FY19-20 REQUESTED FUNDING	FY19-20 PROPOSED FUNDING
Austin Habitat for Humanity, Inc.	$ 6,575.00	$ 10,000.00	$ 15,000.00	$ 10,000.00
Bastrop County Child Welfare Board	$ -	$ -	$ 2,000.00	$ 2,000.00
Bastrop County Emergency Food Pantry and Support Center, Inc.	$ 33,658.00	$ 33,658.00	$ 33,658.00	$ 33,658.00
Bastrop County First Responders	$ 20,347.00		$ 14,787.00	$ 14,787.00
Bastrop County Women's Shelter, Inc.-Family Crisis Center	$ 8,000.00	$ 9,200.00	$ 10,000.00	$ 9,200.00
Bastrop Pregnancy Resource Center	$ 6,483.33	$ 7,500.00	$ 17,540.00	$ 7,500.00
Boys and Girls Club of Austin	$ -	$ 2,500.00	Did not apply	$ -
Children's Advocacy Center of Bastrop County	$ 5,558.00	$ 6,400.00	$ 14,000.00	$ 6,400.00
Combined Community Action, Inc.	$ 5,567.00	$ 6,400.00	$ 8,000.00	$ 6,400.00
Court Appointed Special Advocate of Bastrop County (CASA)	$ 5,558.00	$ 6,400.00	$ 8,000.00	$ 6,400.00
Feed The Need	$ 5,992.00	$ 6,500.00	$ 9,823.20	$ 6,500.00
In the Streets-Hands Up High Ministry	$ 5,692.00	$ 6,200.00	$ 12,000.00	$ 6,200.00
Literacy Volunteers of Bastrop	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00
TOTAL	**$ 113,430.33**	**$ 104,758.00**	**$ 154,808.20**	**$ 119,045.00**

System Study Improvements

In FY 2019, BP&L ordered material to complete projects included in the 2014-2019 Electric System Study. Estimated costs include labor, material, and engineering for each project. FY 2019 projects will complete the current system study. However, the ordered materials will not arrive before then end of FY 2019. Therefore, we will carry over the balance of the funds to FY 2020. The next Electric System Study should be completed in FY 2021 to identify capital improvements in future years.

The first project is rebuilding the northern portion of the tap line (approximately 2,200 feet) near the intersection of Loop 150 & Perkins Street, ending near Hospital Drive utilizing 1/0 ASCR (aluminum conductor, steel reinforced) and steel poles at an estimated cost of $118,000.

The second project is rebuilding the southern portion of the tap line near the intersection of Loop 150 & Perkins Street, along Eskew and across to Perkins Street (approximately 1,700 feet) utilizing 1/0 ASCR (aluminum conductor, steel reinforced) and steel poles at an estimated cost of $126,000.

Line Extensions

Line Extensions are projected to increase 37% over FY 2019 Projected. The increase is attributed to the construction of Piney Creek Subdivision - Phase Two. All payments of the line extensions have been paid by KB Homes for Phase Two of the project.

Special Projects

This budget includes $250,000 for the North Bastrop light installation. The proposed street lighting will promote pedestrian safety, traffic safety, enhanced walkability, and an opportunity to address citizen concerns regarding the need for more lighting in residential neighborhoods.



The City Council gave some general guidance at the April 9, 2019 City Council Meeting. The policy discussion was to provide adequate lighting for pedestrian safety after dark, but limit light pollution and light trespass as much as possible. While that sounds simple enough, it can be problematic when that amount of lighting is not specific. So, with that in mind staff has begun developing a simple plan that addresses adding lighting to existing neighborhoods, based on the neighborhoods needs and the assigned place type. Infill development & lighting existing neighborhoods will be the biggest challenge, but the best approach will be to just be consistent. BP&L currently places lights at all intersections, dangerous curves, and at all dead-end roadways. That is great for vehicular safety but can still leave the pedestrian with some concerns. The policy to be drafted will state that street lighting will be placed as necessary to achieve an approximate spacing between lights of 200 feet, except that along a City park where the spacing will be reduced to 150 feet. This will take care of the majority of the gaps in the lighting in existing neighborhoods. Additionally, a discussion about adopting pedestrian corridors was mentioned at the Council Meeting. Once those roads are identified, a lighting standard to include spacing, and lighting type will be established to meet the goals established by City Council.

Transfer Out – Special Projects

In FY 2020, there will be a $240,000 Transfer-Out to Special Projects. Projects in this line item include:

- Christmas Lights - $125,000
- Patriotic Festival - $25,000
- Bastrop Homecoming & Rodeo - $20,000
- Juneteenth Celebration - $5,000
- Bastrop County Long-Term Recovery $10,000
- YMCA - $30,000
- Food Pantry Nibbles Program $17,500
- Shared cost of New Website $7,500



Boards & Commissions Banquet
November 2018

General Fund

General Fund

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Note: Departments located in the General Fund include Legislative, Organizational, City Manager's Office, City Secretary's Office, Finance, Human Resources, Information Technology, Police, Fire, Municipal Court, Planning, Development & Engineering, Public Works, Park Maintenance, Building Maintenance, and Library. Extensive attention is given to this fund due to the critical issues affecting the community. Issues can vary annually from establishing a tax rate to determining employee staffing and benefits.

BASTROPTX
Heart of the Lost Pines
Est. 1832

"The General Fund is the City's primary operating fund. It is utilized to account for all financial resources, except those required to be accounted for in other funds. Primary sources of revenue for this fund include taxes, fees, and permits."



Budget Summary

GENERAL FUND SUMMARY
REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE

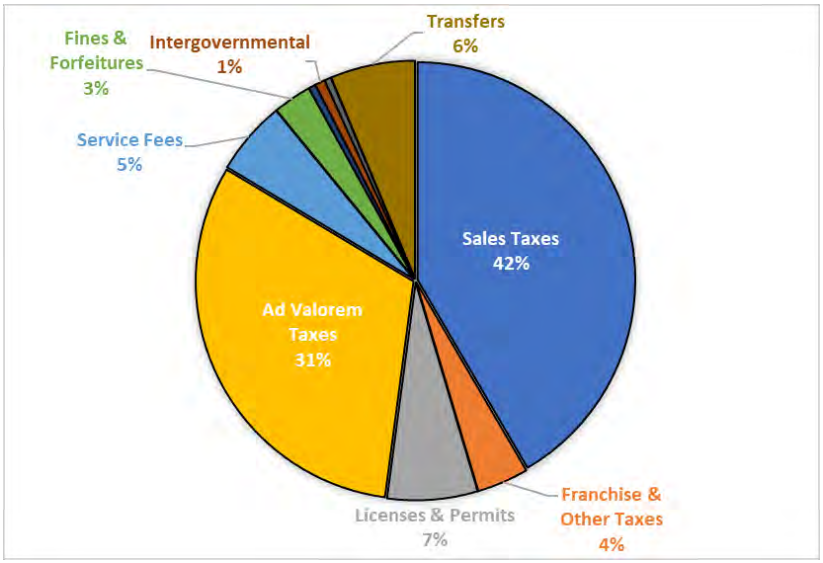
	ACTUAL 2017-2018	ORIGINAL BUDGET 2018-2019	PROJECTED 2018-2019	PROPOSED 2019-2020	PROPOSED 2020-2021
BEGINNING BALANCE	**$ 3,261,143**	**$ 2,566,858**	**$ 2,607,679**	**$ 2,643,264**	**$ 2,842,255**
REVENUES:					
Ad Valorem Taxes	3,363,901	3,533,514	3,571,489	3,850,795	3,992,000
Sales Taxes	4,828,513	4,864,390	4,999,393	5,084,400	5,237,000
Franchise & Other Taxes	509,566	517,966	507,630	467,830	467,830
Licenses & Permits	743,628	699,500	518,367	819,032	829,032
Service Fees	555,019	543,936	571,250	673,100	681,550
Fines & Forfeitures	289,614	334,000	313,400	349,585	349,585
Interest	57,705	50,000	85,000	65,000	68,000
Intergovernmental	97,747	72,878	67,878	89,878	89,878
Other	53,592	82,000	65,661	60,000	60,000
Total Revenues	**10,499,285**	**10,698,184**	**10,700,068**	**11,459,620**	**11,774,875**
Transfer from EDC	-	-	-	-	-
Transfer from Library Board	2,412	3,000	3,000	3,000	3,000
Transfer from Innovation Fund	187,112	239,000	239,000	198,991	
Transfers from Electric (ILOT) & Spe	557,750	567,750	567,750	567,750	557,750
Total Transfers	747,274	809,750	809,750	769,741	560,750
198,991	11,246,559	11,507,934	11,509,818	12,229,361	12,335,625
TOTAL AVAILABLE RESOURCES	**$ 14,507,702**	**$ 14,074,792**	**$ 14,117,497**	**$ 14,872,625**	**$ 15,177,880**
EXPENDITURES:					
General Government:					
Legislative	37,810	40,357	36,333	40,357	40,959
Organizational	297,505	110,747	648,372	284,745	290,282
City Manager	360,063	453,157	391,988	502,008	511,396
City Secretary	136,022	143,832	156,520	148,629	152,489
Finance	1,239,730	1,370,743	1,302,802	1,336,502	1,424,488
Human Resource	179,955	192,029	204,431	223,626	229,310
Information Technology	363,950	406,610	341,887	426,382	411,999
Public Works	1,276,297	1,221,841	1,181,278	1,201,861	1,385,190
Building Maintenance	279,433	285,968	283,430	289,900	301,024
Public Safety:					
Police	2,987,774	3,376,220	3,201,390	3,406,413	3,486,860
Fire	528,619	614,115	621,003	862,042	975,971
Court	315,896	343,249	323,330	336,853	345,908
Development Services:					
Planning	557,334	586,883	546,469	618,720	656,218
Engineering/Building Inspection	309,158	438,491	461,317	152,405	214,727
Building Inspection	-	-	-	313,199	253,304
Community Services:					
Parks	816,374	892,653	832,088	906,469	926,331
Library	722,593	764,955	689,011	741,267	741,658
Total Operating Expenditures	10,408,513	11,241,850	11,221,649	11,791,378	12,348,114
Transfer to Hotel Tax Fund		266,084	252,584	238,992	238,992
Excess of Revenue over (under) Exp	*838,046*	-	*35,585*	*198,991*	*(251,481)*
Fund Balance before One-time captial	**$ 4,099,189**	**$ 2,832,942**	**$ 2,643,264**	**$ 2,842,255**	**$ 2,829,766**
Reserves % (incl Innovation Fund Balance)	39%	25%	32%	25%	24%
Capital Outlay	267,901				
Transfer to Innovation Fund	1,000,000				
Fund Balance before One-time captial	**$ 2,831,288**	**$ 2,832,942**	**$ 2,643,264**	**$ 2,842,255**	**$ 2,829,766**

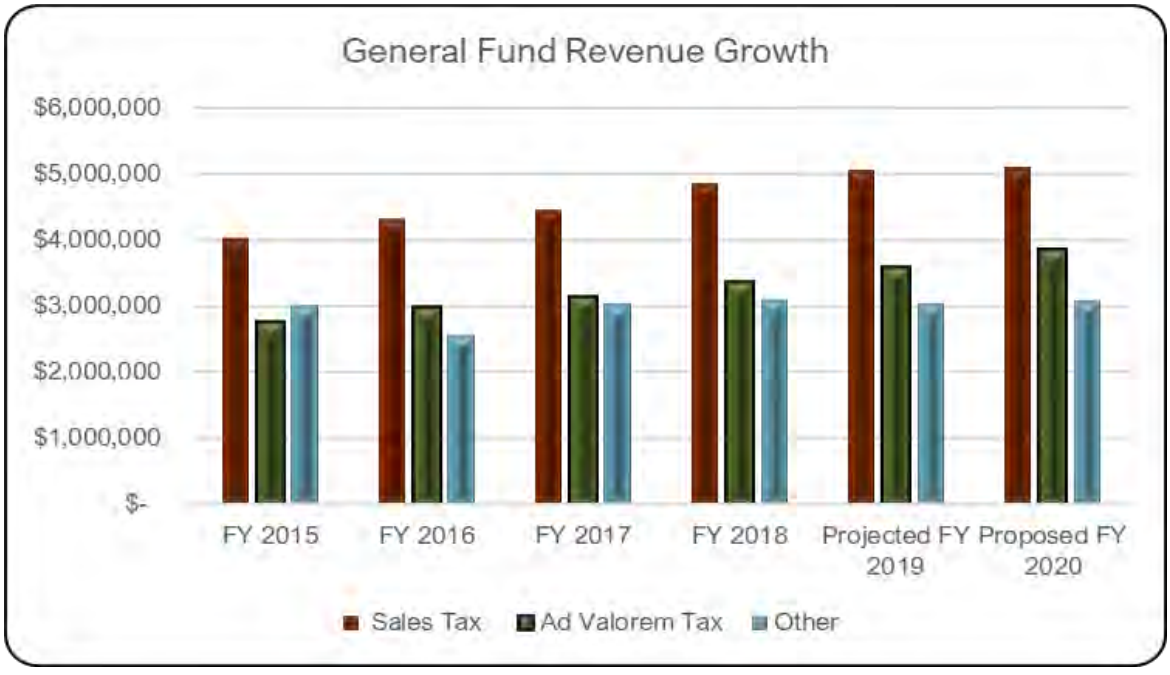
Overview

The General Fund Budget Summary section includes revenue summary information, expenditure summary information, and departmental detail information for the FY 2020 proposed budget, while providing a comparison to FY 2019 year-end budget projections. Professional and technical vocabulary and abbreviations are defined in the Budget Glossary of Terms located in the Acronyms / Glossary / Index section. Operational accomplishments are reported within the departmental narratives.

Revenue Assumptions

This budget takes a conservative approach in forecasting revenues. **Proposed revenues for FY 2020 are $12,229,361 which represents a 6.25% increase or $719,543 over FY 2019 year-end projected.** Funding in the City's General Fund is derived from 10 major categories, with Sales Tax being the largest category at 42% and Ad Valorem taxes the second largest at 32%. The pie chart shows the revenue percentage breakdown by category and the bar graph shows the growth of Sales Tax, Ad Valorem Tax, and all other revenues over five years.





Sales and Use Tax Collection

The largest General Fund revenue source is Sales Tax, which totals 42% of General Fund Revenue. Proposed FY 2020 Sales Tax revenue is forecasted to be $5,084,400, which is a 1.7% increase or $85,007 more than FY 2019 year-end budget projections.

Sales Tax Forecast

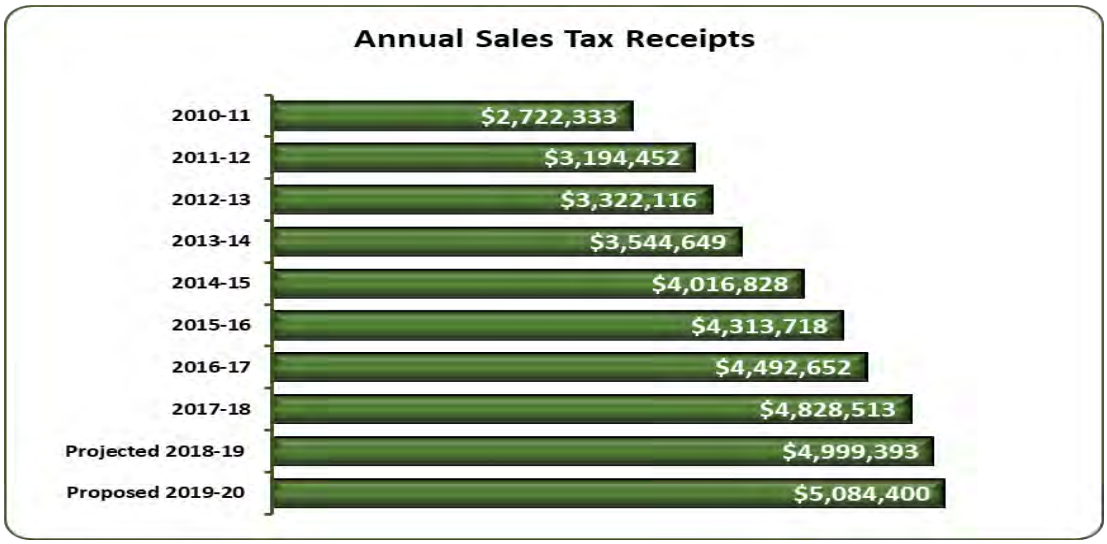
Sales Tax revenue budget for FY 2018 took a conservative approach resulting in a flat growth projection. Actual FY 2018 sales tax revenue was 8.3% greater than budgeted. The actual to forecast so far in FY 2019 has been slightly up showing a 3.5% positive variance as of June 2019.

Sales Tax collections have a strong correlation to consumer confidence. Wikipedia defines consumer confidence "as the degree of optimism on the state of the U.S. economic that consumers are expressing through their activities of savings and spending." Consumer confidence declined in June to its lowest level since September 2017, with unemployment rates continuing to stay low. 2019 year-over-year US retail sales increased 2.7% as of March 2019.

The City is continuing a conservative approach for the FY 2020 budget, using the FY 2019 projections increased by the addition of new business's including Home Goods and James Avery.

Sales Tax Allocation

Sales Tax in the City of Bastrop is collected at a rate of 8.25% of the good and services sold within the City's boundaries. The tax is collected by businesses making the sale and is remitted to the State's Comptroller of Public Accounts on a monthly, and in some cases, quarterly basis. The State retains 6.25%, the County retains .5%, Bastrop Economic Development Corporation retains .5%, and the remaining 1% is distributed to the City of Bastrop within 40 days following the period for which the tax is collected by the businesses. Therefore, the Sales Tax reported on the City's monthly financial statement is typically two (2) months in arrears. However, at the end of the year, collections are aligned by fiscal year.



Ad Valorem Taxes

Ad Valorem Taxes is the second largest General Fund revenue source, which is split between the General Fund (Operations & Maintenance tax rate), and Debt Service (Interest & Sinking tax rate). Ad Valorem Taxes total 32% of General Fund Revenue. Property values for the City of Bastrop are certified by the Bastrop County Appraisal District. **Values for FY 2020 show a net taxable value of $967,932,907, which is a 7.8% increase over FY 2019.** Property values will generate $3,847,295 in revenue, which is $283,171 more than FY 2019 year-end budget projections.

Ad Valorem Tax Forecast

The Ad Valorem tax roll will continue to grow in the next few years. The City issued 106 new construction permits in FY 2019. Of the 106, 96% were new residential and 4% were new commercial. The Preserve at Hunters Crossing, a multi-family apartment, is currently under construction. Pecan Park and Piney Creek subdivisions have new sections under construction, which provides additional opportunities for new home construction. All construction completed after January 1, 2019 will be on future tax rolls.

Appraisal Process

Ad Valorem (Property) Taxes attach as an enforceable lien on property as of January 1st of each year. The City's property tax is levied each October 1st on the assessed value listed as of the prior January 1st for all real and business personal property located in the City. Assessed values are established by the Bastrop County Central Appraisal District at 100% of the estimated market value and certified by the Appraisal Review Board.

The assessed taxable value of the tax roll on January 1, 2019, upon which the tax levy is based, is $967,932,907. The City is permitted by Article XI, Section 5 of the State of Texas Constitution to levy taxes up to $2.50 per $100 of assessed valuation for general government services including the payment of principal and interest on general obligation long-term debt.

Property Tax Calculation

	FY2020 TAX YEAR 2019
TAX ROLL:	
Assessed Valuation (100%)	$967,932,907
Rate per $100	0.5640
Tax Levy Freeze Adjusted	5,459,142
Tax Levy - Frozen (Disabled / over 65)*	479,064
Total Tax Levy	5,938,206
Percent of Collection	99.0%
SUMMARY OF TAX COLLECTIONS:	
Current Tax	5,404,550
Revenue From Tax Freeze Property	474,273
Delinquent Tax	43,500
Penalty and Interest	39,000
TOTAL TAX COLLECTIONS	$5,961,323

Taxes are due by January 31st following the October 1st levy date and are considered delinquent after January 31st of each year. Based upon historical collection trends, current tax collections are estimated to be 99% of the levy and will generate $5,878,823 in revenues, which includes $474,273 of frozen tax levy. Delinquent taxes, penalties less 380 reimbursements are expected to add an additional $22,500 in revenues.

In Texas, countywide central appraisal districts are required to assess all property within the appraisal district based on 100% of its appraised value and are prohibited from applying any assessment ratios. The value of property within the appraisal district must be reviewed every five years; however, the City may, at its own expense, require annual reviews of appraised values.

Truth-in-Taxation

The Truth-in-Taxation laws of the State of Texas require notices to be published and hold two public hearings if an entity's proposed tax rate exceeds the effective or rollback tax rate. The purpose of the public hearing is to give the taxpayers an opportunity to express their views on the tax rate. The City of Bastrop effective tax rate is $0.5322/ $100, rollback tax rate is $0.5704/ $100, and the proposed/ adopted rate is $0.5640/ $100. The proposed rate did exceed the effective or rollback rate therefore the City was required to publish certain notices and hold two public hearings on the tax rate.

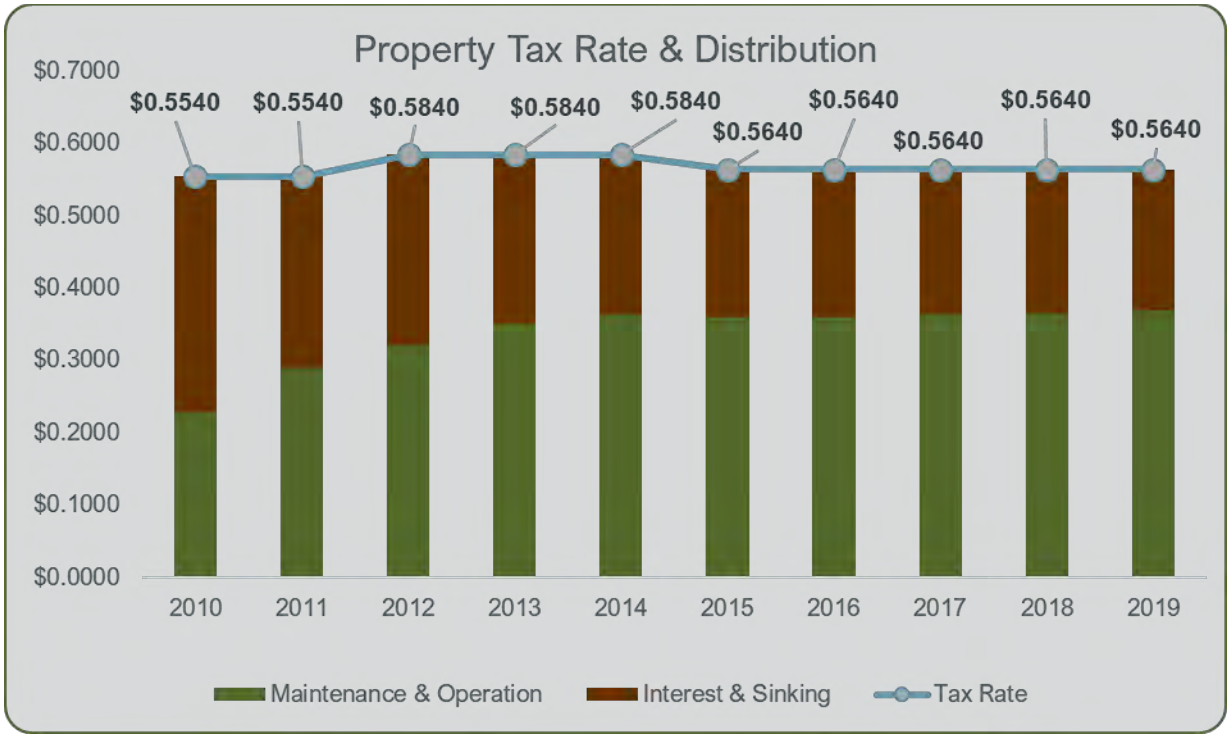
FY 2020 Tax Rate

The proposed tax rate for the year ending September 30, 2020, is $0.5640 per $100 assessed valuation. The amount allocated for general government operations is $0.3691, while the remaining $0.1949 is allocated for general obligation long-term debt service.

Property Tax Distribution

	TAX RATE	PERCENT OF TOTAL	
GENERAL FUND:			
Current Tax	$0.3691		3,536,915
Revenue From Tax Freeze Property			310,380
Delinquent Tax			33,500
Penalty and Interest			30,000
Total General Fund	**$0.3691**	**65.44%**	**$3,910,795**
DEBT SERVICE FUND:			
Current Tax	$0.1949		1,867,635
Revenue From Tax Freeze Property			163,893
Delinquent Tax			10,000
Penalty and Interest			9,000
Total Debt Service	**$0.1949**	**34.56%**	**$2,050,528**
DISTRIBUTION	**$0.5640**	**100.00%**	**$5,961,323**

Property Tax Rate Distribution History



Franchise & Other Taxes

Franchise fees represent those revenues collected from utilities operating within the City's rights-of-way to conduct business including Time Warner, AT&T, Bluebonnet Electric, and CenterPoint Energy. This revenue source was significantly changed by Senate Bill 1152.

FY 2020 Budget	$467,830	
% of Fund Revenue	3.9%	
Compared to	**$ Growth**	**% Growth**
2019 Budget	-$50,136	-10.7%
2019 Projection	-$39,800	-8.5%

License & Permits

Licenses and permits are based on construction such as plan review, business permits, construction inspections, and permit fees. During FY 2019, the City saw a significant increase in construction and development activity compared to prior years. For FY 2020, the City anticipates this growth will continue. This budget includes a proposed increase in these fees.

FY 2020 Budget	$819,032	
% of Fund Revenue	6.9%	
Compared to	**$ Growth**	**% Growth**
2019 Budget	+$119,532	+18.5%
2019 Projection	+$300,665	+59.9%

Service Fees

Service Fees represent revenue generated through fees associated with receiving a specific service. The largest fee in this category is Sanitation, the charge for curbside solid waste and recycling pick-up. This fee is proposed to increase by 5% effective 10/1/2019. A library fee for non-residence is new this year and proposed to be approved effective 1/1/2020. Other fees are animal control, and accident reports.

FY 2020 Budget	$673,100	
% of Fund Revenue	5.6%	
Compared to	**$ Growth**	**% Growth**
2019 Budget	+$129,164	+23.7%
2019 Projection	+$101,850	+17.8%

Fines & Forfeitures

Fines and forfeitures represent revenue generated through the Municipal Court. FY 2020 is anticipating revenue to increase slightly over previous year due to increasing number of warrant round ups.

FY 2020 Budget	$349,585	
% of Fund Revenue	2.9%	
Compared to	**$ Growth**	**% Growth**
2019 Budget	+$15,585	+4.7%
2019 Projection	+$36,185	+11.5%

Interest

The interest earned from City investments in Money Market accounts, Government Pools, Certificates of Deposit and Agency Securities. FY 2019 saw an increase in rate of return peaking in Dec. 2018. These rates have started to drop so the FY 2020 budget is reflecting a reduction in this funding source for that reason.

FY 2020 Budget	$65,000	
% of Fund Revenue	0.5%	
Compared to	**$ Growth**	**% Growth**
2019 Budget	+$15,000	+30.0%
2019 Projection	-$20,000	-30.8%

Intergovernmental

This revenue represents funding received from federal, state and local sources due to grants, interlocal agreements and funding agreements. It also includes any funding provided by Bastrop Economic Development Corp. to the City.

FY 2020 Budget	$89,878	
% of Fund Revenue	1.0%	
Compared to	**$ Growth**	**% Growth**
2019 Budget	+$17,000	+23.3%
2019 Projection	+$22,000	+32.4%

Other

Revenue not included in another category are classified as other. The largest source in this category is the Citibank rebate the City receives for using the purchasing cards through the state program.

FY 2020 Budget	$60,000	
% of Fund Revenue	0.5%	
Compared to	**$ Growth**	**% Growth**
2019 Budget	-$22,000	-36.7%
2019 Projection	-$5,661	-9.4%

Transfers In

This revenue represents funding received from other funds as follows: Library Board $3,000 to cover summer reading interns, Innovation fund $198,991 to bring General Funds fund balance back up to 25%, BP&L $567,750 of which $10,000 is for Bastrop County Long Term Recovery and the rest is payment in lieu of taxes.

FY 2020 Budget	$769,741	
% of Fund Revenue	0.5%	
Compared to	**$ Growth**	**% Growth**
2019 Budget	-$40,009	-5.2%
2019 Projection	-$40,009	-5.2%

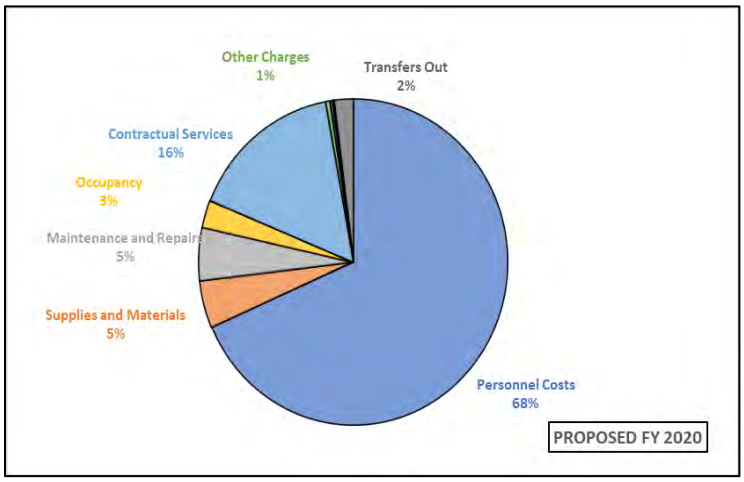
Expenditure Synopsis

Proposed General Fund expenditures for FY 2020 are $12,030,370, which represents a 4.8% increase or $556,137 over FY 2019 year-end projected. The increase is largely attributed to a 2.5% step increase in accordance with the City's compensation plan, and the addition of several new positions. A breakdown and description of the General Fund expenditures by account category and by function is provided below.

Expenditures by Account Category

The General Fund is broken into nine (9) major categories, which are personnel, supplies and materials, maintenance and repairs, occupancy, contractual services, other charges, contingency, capital outlay, and transfers out.

The Human Resources Department calculates personnel costs, including any increases in compensation rates. Information on increases to base adjustments and program enhancements are highlighted in separate documents, provided later in this section.



Personnel

Since the City is a service organization, Personnel is the single largest expenditure category for the General Fund and includes the costs related to salaries, insurance, and retirement benefits. The FY 2020 Budget includes a 2.5% step increase for all employees. In addition, 4.4 full-time equivalent positions were added to Personnel. There was a 3% decrease for health insurance in FY 2020.

FY 2020 Budget	**$8,319,200**	
% of Fund Expense	68%	
Compared to	**$ Growth**	**% Growth**
2019 Budget	+$374,862	+4.7%
2019 Projection	+$820,205	+10.9%

Supplies and Materials

These object classifications are expendable materials and operating supplies necessary to conduct departmental activities. The increase is costs in classification is attributed to fuel prices going up and specific items needed for new positions.

FY 2020 Budget	**$571,036**	
% of Fund Expense	5%	
Compared to	**$ Growth**	**% Growth**
2019 Budget	+$38,240	+7.2%
2019 Projection	+$106,776	+23.0%

Maintenance and Repairs

This object classifications are for expendable upkeep of physical properties which are used in carrying out operations and include building maintenance, vehicle repair, and computer and equipment repair. It also includes the maintenance paid for software utilized in the course of business. The FY 2020 budget is due to increase software maintenance agreements and needed equipment upkeep.

FY 2020 Budget	$632,769	
% of Fund Expense	5%	
Compared to	**$ Growth**	**% Growth**
2019 Budget	+$44,024	+7.5%
2019 Projection	+$99,710	+18.7%

Occupancy

These object classifications are for the utilities and related expenses required to maintain a building such as electricity, water, telephone, and gas. There is a slight increase in this classification due to telecommunication costs going up.

FY 2020 Budget	$333,940	
% of Fund Expense	3%	
Compared to	**$ Growth**	**% Growth**
2019 Budget	+$4,772	+1.4%
2019 Projection	+$23,163	+7.5%

Contractual Services

These object classifications include services rendered to City activities by private firms or other outside agencies. FY 2019 projected significantly more due to legal services and a lawsuit settlement. The FY 2020 budget estimates legal services at a lower amount due to project completions.

FY 2020 Budget	$1,939,346	
% of Fund Expense	16%	
Compared to	**$ Growth**	**% Growth**
2019 Budget	-$86,309	-4.5%
2019 Projection	-$538,410	-27.8%

Other Charges

These object classifications are expenditures that do not apply to other expenditure classifications and includes travel and training, membership dues, printing and publications. There is a decrease due to an increase in the amount to be rebated back for the City's 380 development agreements.

FY 2020 Budget	($58,778)	
% of Fund Expense	-0.5%	
Compared to	**$ Growth**	**% Growth**
2019 Budget	+$24,801	+42.2%
2019 Projection	+34,423	+58.5%

Contingency

The Contingency category is funding for any unforeseen expenditures that may occur during the fiscal year. The Financial Management Policy states a minimum of $35,000 must be appropriated in the budget. Expenses are not charged to this account directly; the budget is moved to the appropriate account for the expenditure.

FY 2020 Budget	$35,363	
% of Fund Expense	0.3%	
Compared to	**$ Growth**	**% Growth**
2019 Budget	+$172,254	+2.88%
2019 Projection	+$35,363	+100%

Capital Outlay

Capital Outlay expenditures have a useful life longer than a year and have a value of over $5,000. This budget includes additional radios for Fire Services.

FY 2020 Budget	$18,500	
% of Fund Expense	0.2%	
Compared to	**$ Growth**	**% Growth**
2019 Budget	+$7,500	+68%
2019 Projection	-$11,500	-62%

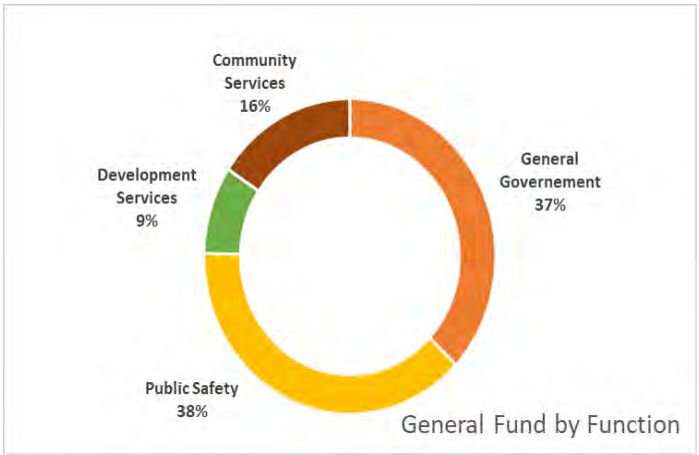
Transfers Out

Transfers Out reflect a transfer from the General Fund to another fund within the City's operating and capital budgets. In FY 2020, funding for Multi-Media and Special Events and Reservations is being transferred to the Hotel Occupancy Tax Fund. These divisions are associated with Hospitality & Downtown Department, which is primarily funded through Hotel Occupancy Tax.

FY 2020 Budget	$238,994	
% of Fund Expense	2%	
Compared to	**$ Growth**	**% Growth**
2019 Budget	-$27,090	-11.3%
2019 Projection	-$13,590	-5.7%

Expenditures by Function

There are four main categories in the General Fund including General Government, Public Safety, Development Services, and Community Services. A breakdown of FY 2020 proposed departmental expenditures and a brief description is given comparing the functions to the FY 2019 budget and year-end projections. The pie chart, General Fund by Function, shows the percentage breakdown of each function.



General Government

General Government handles the administrative functions of the City and is comprised of Legislative, Organizational, City Manager, City Secretary, Finance, Human Resources, Information Technology, Public Works, and Building Maintenance. FY 2020 Proposed Budget increase is attributed to a 2.5% salary adjustment and 1 full-time equivalent positions added to this category.

FY 2020 Budget	**$4,454,010**	
% of Fund Expense	37%	
Compared to	**$ Growth**	**% Growth**
2019 Budget	+$228,726	+5.4%
2019 Projection	-$93,031	-2.08%

Public Safety

Public Safety function handles all aspects related to citizen protection and is made up of Police Services, Fire Services, and Municipal Court. FY 2020 Proposed Budget increase is attributed to the addition of a Fire Inspector, fourth paid position added to Fire Services, a 2.5% salary adjustment and increase in equipment associated with life safety.

FY 2020 Budget	**$4,605,308**	
% of Fund Expense	38%	
Compared to	**$ Growth**	**% Growth**
2019 Budget	+$271,724	+6.3%
2019 Projection	+$459,585	+10,5%

Development Services

Development Services function handles both commercial and residential development through the Departments of Engineering and Development, Building Inspection and Planning & Zoning. FY 2020 Proposed Budget increase is attributed to a 2.5% salary adjustment and several salary adjustments made in FY 2019.

FY 2020 Budget	**$1,084,324**	
% of Fund Expense	9%	
Compared to	**$ Growth**	**% Growth**
2019 Budget	+$58,950	+5.74%
2019 Projection	+$76,538	+7.59%

Community Services

Community Services function includes Parks and Library services. During FY 2019 the Library had several vacant positions which explains the increase from FY 2019 projection. Proposed Budget increase is attributed to 2.5% salary adjustment.

FY 2020 Budget	**$1,886,728**	
% of Fund Expense	16%	
Compared to	**$ Growth**	**% Growth**
2019 Budget	-$36,964	-1.9%
2019 Projection	+$113,045	+6.4%

FY 2020 Fund Summary



CITY OF BASTROP

FUND	DEPARTMENT	DIVISION
101 GENERAL FUND	00 NON-DEPARTMENT	00 NON-DIVISION

SUMMARY

CATEGORIES	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
AD VALOREM TAXES	$3,363,998	$3,533,514	$3,571,489	$3,850,795	$3,992,000
FRANCHISE AND OTHER TAXES	$509,568	$517,966	$507,630	$467,830	$467,830
SALES TAX	$4,828,513	$4,864,390	$4,999,393	$5,084,400	$5,237,000
LICENSES AND PERMITS	$743,628	$699,500	$518,367	$819,032	$829,032
CHARGES FOR SERVICES	$555,019	$543,936	$571,250	$673,100	$681,550
FINES AND FORFEITURES	$289,610	$334,000	$313,400	$349,585	$349,585
INTEREST	$57,707	$50,000	$85,000	$65,000	$68,000
INTERGOVERNMENTAL	$97,747	$72,878	$67,878	$89,878	$89,878
OTHER	$76,702	$82,000	$65,661	$60,000	$60,000
TOTAL REVENUE	**$10,522,492**	**$10,698,184**	**$10,700,068**	**$11,459,620**	**$11,774,875**
TRANSFERS IN	$747,276	$809,750	$809,750	$769,741	$560,750
TOTAL REVENUE & TRANSFER IN	**$747,276**	**$809,750**	**$809,750**	**$769,741**	**$560,750**

General Fund - Revenue

“Bastrop – A welcoming community with a compassion for our diversity, a tapestry of people, arts, and structures; preserving our history and character while embracing progress around our unique environment.”

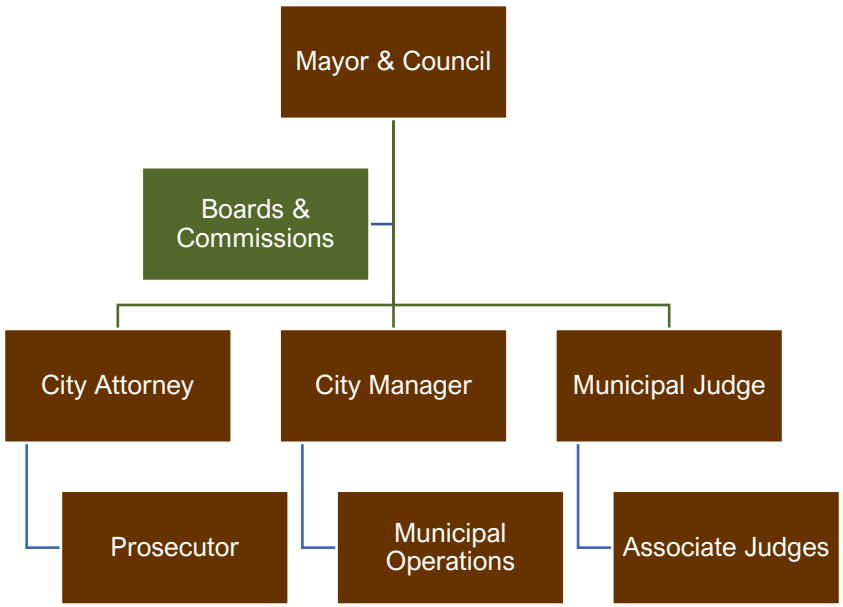


Legislative

Department Description

The City of Bastrop is a home-rule city. The City Council consists of five (5) Council Members and a Mayor. The Mayor only votes in the instance of a tie-vote. The City Council operates under a City Charter, City Ordinances, and State Law. They are charged with appointing the City Manager, City Attorney, Municipal Court Judge, and various citizen boards and commissions. The City Council are elected officials. They shall enact local legislation, adopt the annual budget, and determine policies. The City Council adopts the City's ad valorem tax rate and authorizes the issuance of bonds.

Organizational Chart



Goals and Objectives for FY 2020

MANAGE GROWTH - Ensure the implementation of the Comprehensive Plan 2036.

ORGANIZATIONAL EXCELLENCE:

- Support the outstanding employees that work diligently to implement the City's Vision and Mission.
- Continue to establish policies that support the City's Vision and Mission and nine (9) focus areas.
- Continue to provide positive and pro-active leadership.

Recent Accomplishments for FY 2019

- ✔ Appointed Presiding Municipal Judge and an Associate Judge.
- ✔ Met with all Boards & Commissions, who are scheduled to regularly meet, in Joint Workshops to discuss Vision / Mission and Board goals.
- ✔ Updated the Council's Rules of Procedure.
- ✔ Participated in numerous local, regional, and state events representing the City of Bastrop.
- ✔ Participated in Building Bastrop.

Legislative

FY 2020 Fund Summary & Personnel Schedule



CITY OF BASTROP

FUND	DEPARTMENT	DIVISION
101 GENERAL FUND	01 LEGISLATIVE	00 NON-DIVISION

SUMMARY

CATEGORIES	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
PERSONNEL COSTS	$6,791	$6,807	$6,810	$6,807	$6,807
SUPPLIES AND MATERIALS	$4,814	$2,700	$2,500	$2,700	$3,071
OCCUPANCY	$7,752	$7,500	$6,826	$7,500	$7,650
CONTRACTUAL SERVICES	$6,533	$10,100	$2,850	$4,100	$4,318
OTHER CHARGES	$11,652	$13,250	$17,350	$19,250	$19,113
TOTAL EXPENDITURES	**$37,542**	**$40,357**	**$36,336**	**$40,357**	**$40,959**

PERSONNEL SCHEDULE

POSITION TITLE	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
COUNCIL MEMBER	5.000	5.000	5.000	5.000	5.000
MAYOR	1.000	1.000	1.000	1.000	1.000
TOTAL FTEs	**6.000**	**6.000**	**6.000**	**6.000**	**6.000**

Legislative



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Organizational Department serves as the conduit to administer expenditures to the overall organization including legal, professional, incentive agreements, retiree benefits, tax appraisal, and tax collection services.



Organizational

Department Description

The City Manager and Chief Financial Officer oversee the programs established in the Organizational section of the budget.

Organizational Chart

N/A

Goals and Objectives for FY 2020

N/A

Recent Accomplishments for FY 2019

N/A

Organizational

FY 2020 Fund Summary & Personnel Schedule



CITY OF BASTROP		
FUND	DEPARTMENT	DIVISION
101 GENERAL FUND	02 ORGANIZATIONAL	00 NON-DIVISION

SUMMARY

CATEGORIES	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
PERSONNEL COSTS	$55,046	$90,103	$68,240	$66,248	$84,120
SUPPLIES AND MATERIALS	$22,626	$12,400	$12,340	$13,350	$12,725
MAINTENANCE AND REPAIRS	$450	$1,000	$70	$225	$225
OCCUPANCY	$71,028	$72,000	$73,060	$73,000	$73,500
CONTRACTUAL SERVICES	$517,770	$437,957	$852,556	$456,164	$470,500
OTHER CHARGES	($369,418)	($365,458)	($357,894)	($359,608)	($385,790)
CONTINGENCY	$0	($137,254)	$0	$35,363	$35,000
TOTAL EXPENDITURES	**$297,502**	**$110,748**	**$648,372**	**$284,742**	**$290,280**
TRANSFERS OUT	$1,000,000	$266,084	$252,584	$238,994	$238,994
TOTAL EXPENDITURES & TRANSFERS OUT	**$1,297,502**	**$376,832**	**$900,956**	**$523,736**	**$529,274**

Organizational



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"The City Manager is the Chief Administrative Officer of the City of Bastrop and is appointed by the Council. The City Manager is responsible for the implementation and administration of policies, making recommendations concerning policies and programs to the Council, and developing methods to ensure the efficient operation of city services."

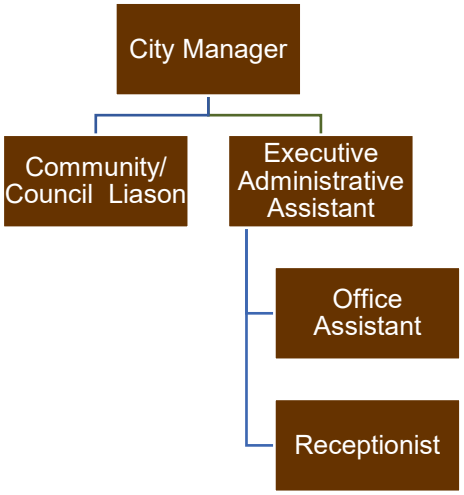


City Manager

Department Description

The City Manager is appointed by and reports to the City Council and advises the City Council on present conditions and future City requirements. The City Manager is ultimately responsible for all services provided by the City. The City Manager's Office creates and presents the City budget, administers policies established by the City Council, and has administrative oversight of all City departments, programs, and projects. The City Manager represents the interests and positions of the City in dealing with other governmental entities and agencies, with various business interests, and within the community at large.

Organizational Chart



Goals and Objectives for FY 2020

- **COMMUNITY SAFETY:** Lead the Capital Improvement Programs for FY 2020 including the design of Water and Wastewater Treatment Plants, rehabilitation of Old Iron Bridge, and Main Street Redevelopment Project.
- **ORGANIZATIONAL EXCELLENCE:** Lead the implementation of the FY 2020 Organizational Work Plan that focuses on Building.
- **FISCAL RESPONSIBILITY:** Lead the development of multi-year budgets and financial planning as part of the annual budget process.

Recent Accomplishments for FY 2019

- ✔ Held New Council Candidate Orientation.
- ✔ Held New Council Member Orientation.
- ✔ Held quarterly employee meetings to communicate the Organization's Vision, Mission, Work Plan, and accomplishments.
- ✔ Lead the Bastrop Building Block Codes Update.
- ✔ Developed multi-year financial and operational work plans as a part of the annual budget process to implement City Council's Strategic Goals.
- ✔ Established partnerships with other local, regional, and state agencies.

City Manager

FY 2019 Fund Summary & Personnel Schedule



CITY OF BASTROP

FUND	DEPARTMENT	DIVISION
101 GENERAL FUND	03 CITY MANAGER	00 NON-DIVISION

SUMMARY

CATEGORIES	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
PERSONNEL COSTS	$341,882	$437,607	$376,588	$487,858	$497,071
SUPPLIES AND MATERIALS	$4,638	$3,600	$3,450	$3,450	$3,100
OCCUPANCY	$4,012	$4,900	$4,700	$4,900	$4,975
CONTRACTUAL SERVICES	$3,372	$2,450	$2,350	$200	$100
OTHER CHARGES	$6,151	$4,600	$4,900	$5,600	$6,150
TOTAL EXPENDITURES	**$360,055**	**$453,157**	**$391,988**	**$502,008**	**$511,396**

PERSONNEL SCHEDULE

POSITION TITLE	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
CITY MANAGER	1.000	1.000	1.000	1.000	1.000
COMMUNITY/COUNCIL LIAISON	0.000	1.000	1.000	1.000	1.000
EXEC. ADMIN ASSIST	1.000	1.000	1.000	1.000	1.000
OFFICE ASSISTANT	0.000	0.625	0.625	0.625	0.625
RECEPTIONIST	0.625	0.625	0.625	0.625	0.625
TOTAL FTEs	**2.625**	**4.250**	**4.250**	**4.250**	**4.250**

City Manager



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"The City Secretary's Office provides documented accountability of the City of Bastrop's policies, functions, and transactions in order to protect both the legal and financial rights of the citizens of Bastrop."

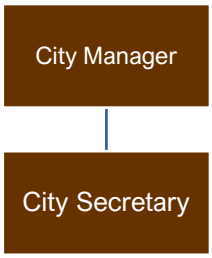


City Secretary

Department Description

The City Secretary prepares and maintains the agendas and minutes of all City Council Meetings and posts and maintains all agendas for Boards & Commissions meetings and maintains the minutes. Prepares and maintains ordinances, resolutions, proclamations, and election orders. Acts as Chief Election Officer. Serves as Records Management Officer. Responsible for the preservation of City records, including storage, retention, and destruction. Keeps current in changes of the law and technology and the practices of job responsibilities through continued participation in professional associations and education.

Organizational Chart



Goals and Objectives for FY 2020

ORGANIZATIONAL EXCELLENCE

- Continued digitalization and organization of historic records.
- Post all meeting agendas in compliance with regulations and statutes.
- Conduct a Boards & Commission Application and Appointment process.
- Hold 3rd Annual Boards & Commission Volunteer Appreciation Banquet.
- Administer May 2020 General Election.

Recent Accomplishments for FY 2019

- ✔ Held 2nd Annual Boards & Commission Volunteer Appreciation Banquet.
- ✔ Administered the May 2019 General and Run-off Election.
- ✔ Posted all meeting agendas in compliance with regulations and statutes.
- ✔ Conducted a Boards & Commission Application and Appointment process.

City Secretary

FY 2020 Fund Summary & Personnel Schedule



CITY OF BASTROP

FUND	DEPARTMENT	DIVISION
101 GENERAL FUND	04 CITY SECRETARY	00 NON-DIVISION

SUMMARY

CATEGORIES	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
PERSONNEL COSTS	$103,148	$107,327	$107,326	$112,124	$115,613
SUPPLIES AND MAINTENANCE	$3,139	$2,775	$2,356	$2,775	$2,831
MAINTENANCE AND REPAIRS	$0	$0	$0	$0	$0
OCCUPANCY	$1,280	$1,580	$1,393	$1,580	$1,611
CONTRACTUAL SERVICES	$8,017	$8,700	$8,016	$8,700	$8,762
OTHER CHARGES	$20,444	$23,450	$37,428	$23,450	$23,672
TOTAL EXPENDITURES	**$136,028**	**$143,832**	**$156,520**	**$148,629**	**$152,489**

PERSONNEL SCHEDULE

POSITION TITLE	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
CITY SECRETARY	1.000	1.000	1.000	1.000	1.000
TOTAL FTEs	**1.000**	**1.000**	**1.000**	**1.000**	**1.000**

City Secretary

Performance Measures

	FY 2017	FY 2018	Goal FY 2019	Goal FY 2020
Open Records Request	N/A	N/A	N/A	Fulfill within 10 days of receipt
Resolutions/Ordinances	N/A	N/A	N/A	Post online within 5 days of final Council action
Minutes	N/A	N/A	N/A	Approved without error 95% of the time.

City Secretary

"Maintaining financial integrity through compliance, transparency, and efficiency while providing excellent service to our City as well as the community."

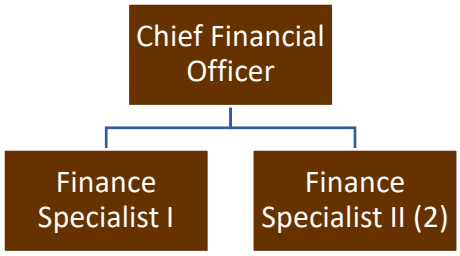


Finance Administration

Department Description

The Finance Department consists of Finance Administration and Utility Customer Service. Finance Administration is responsible for managing all financial affairs of the City including payroll, accounts receivable, accounts payable, fixed assets, inventory, audit, revenue collection and reconciliation, cash management, debt management, purchasing compliance, risk management, and cemetery administration. Utility Customer Service is responsible for meter reading, billing and collections of the City-owned utilities, and the sanitation service offered through a third-party provider.

Organizational Chart



Goals and Objectives for FY 2020

FISCAL RESPONSIBILITY - continue to receive an unmodified audit opinion and award from GFOA for CAFR.

COMMUNICATION - Apply for and receive the GFOA award for Distinguished Budget Presentation for the FY 2020 budget. This award requires the budget document to be of the highest quality and reflect excellent financial transparency to our citizens.

COMMUNICATION - Continue to provide high level of financial transparency on the City's website by uploading monthly expense registers, funding information, tax ordinances, and debt detail.

ORGANIZATIONAL EXCELLENCE – Create a training program for new employee's in positions that interact with financial functions.

FISCAL RESPONSIBILITY – Increase the Citibank rebate amount by utilizing the use of credit card payments for eligible purchases.

Recent Accomplishments for FY 2019

- ✔ Received the Government Finance Officers Association Award for the Comprehensive Annual Finance Report (CAFR) for FY2018 for the 8th straight year.
- ✔ Received an unmodified audit opinion with no findings.
- ✔ City continues to receive the highest credit rating on its general obligation debt of "AA" from Standard & Poors.
- ✔ Received "AA-" on the first Revenue Bond issuance for Water and Wastewater infrastructure financing.
- ✔ Maintained two (2) of five (5) Transparency Stars in the Texas Comptroller's transparency program.
- ✔ Submitted to Government Finance Officers Association for recognition of the Distinguished Budget Presentation Award for the FY2019 Budget Document.
- ✔ Sold __ plots, schedule ___ burials, located __ plots in Fairview Cemetery.
- ✔ Processed ___ payments, ____ Insurance claims, ___
- ✔ Processed RFQ's for Associate Judge, Audit services, and Bank Depository services.

Finance Administration

Performance Measures

Finance – Administration

	Goal FY 2019	Actual FY2019	Goal FY 2020
Maintain General Obligation Bond rating	AA	AA	AA
Awarded the GFOA Certificate of Achievement for Excellence in Financial Reporting	YES	YES	YES
Awarded the GFOA Distinguished Budget Presentation	YES	YES	YES
Cemetery deeds filed within 31 days of the plot sale date	95%	75%	95%
Bank Reconciliations complete by 10th of each month	92%	75%	92%
Previous month closed by 12th of each month	92%	75%	92%
Complete a training packet for new employees that interact with Finance to set them up for success	N/A	N/A	JAN 2020

Finance Administration

FY 2020 Fund Summary & Personnel Schedule



CITY OF BASTROP		
FUND	**DEPARTMENT**	**DIVISION**
101 GENERAL FUND	05 FINANCE	00 NON-DIVISION

SUMMARY

CATEGORIES	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
PERSONNEL COSTS	$371,714	$429,839	$353,498	$348,461	$381,744
SUPPLIES AND MATERIALS	$3,187	$2,650	$2,570	$1,950	$2,100
MAINTENANCE AND REPAIRS	$25,353	$26,570	$29,300	$30,500	$31,775
OCCUPANCY	$3,143	$3,600	$3,100	$3,200	$3,300
CONTRACTUAL SERVICES	$47,573	$41,330	$48,110	$41,500	$54,000
OTHER CHARGES	($3,809)	($4,160)	($2,150)	($4,410)	($2,400)
101-05-00 TOTAL	**$447,161**	**$499,829**	**$434,428**	**$421,201**	**$470,519**

PERSONNEL SCHEDULE

POSITION TITLE	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
CHIEF FINANCIAL OFFICER	1.000	1.000	1.000	1.000	1.000
FINANCE SPEC I	1.000	1.000	1.000	1.000	1.000
FINANCE SPEC II	2.000	2.000	2.000	2.000	2.000
TOTAL FTEs	**4.000**	**4.000**	**4.000**	**4.000**	**4.000**

Finance Administration

"To administer accurate and timely billing, while providing exemplary customer service and education of utilities to the City of Bastrop's utility customers."

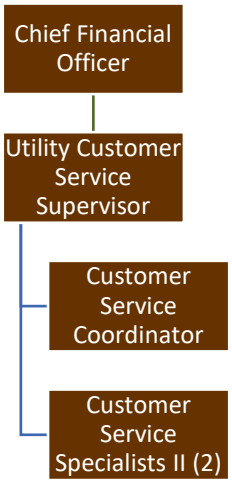


Utility Customer Service

Department Description

Utility Customer Service is responsible for processing new account applications and disconnection requests, meter reading, billing and collections of the City-owned utilities, data analysis for leak detection, bill collections, and customer service for the sanitation service offered through a third-party provider.

Organizational Chart



Goals and Objectives for FY 2020

MANAGE GROWTH – Offer online and remote options for utility customers, enhancement and development of fillable forms for connect and disconnect of service.
ORGANIZATIONAL EXCELLENCE – Provide education and utility facts and tips to customers using the customer portal platform.
FISCAL RESPONSIBILITY - Increase customers using ebills and online billing.
FISCAL RESPONSIBILITY – Reduce bad debt total by working delinquent-closed accounts prior to turning over to collections.

Recent Accomplishments for FY 2019

- ✔ Launched a new Customer Portal to strengthen communications to customers by providing incremental consumption, election of notifications, request services and assistance, and payment of their bill.
- ✔ Processed ___ payments monthly
- ✔ Set ____ new accounts
- ✔ Review leak reports weekly and sent out ____ leak notices and calls. Continue reminder calls until leak is resolved.
- ✔ Promoted Christina Davis to Customer Service Coordinator to cross-train with Supervisor
- ✔ Processed ___ work orders
- ✔ Serve as the liaison for commercial solid waste customers to provide excellent customer service.
- ✔ Improved process for receiving impact fees and line extension fees with planning and utility departments.
- ✔ Processed and turned over ____ accounts to collection agent.
- ✔ Serve as customer service for all departments within the City by fielding calls and either addressing their questions or directing them to the right department.

Utility Customer Service

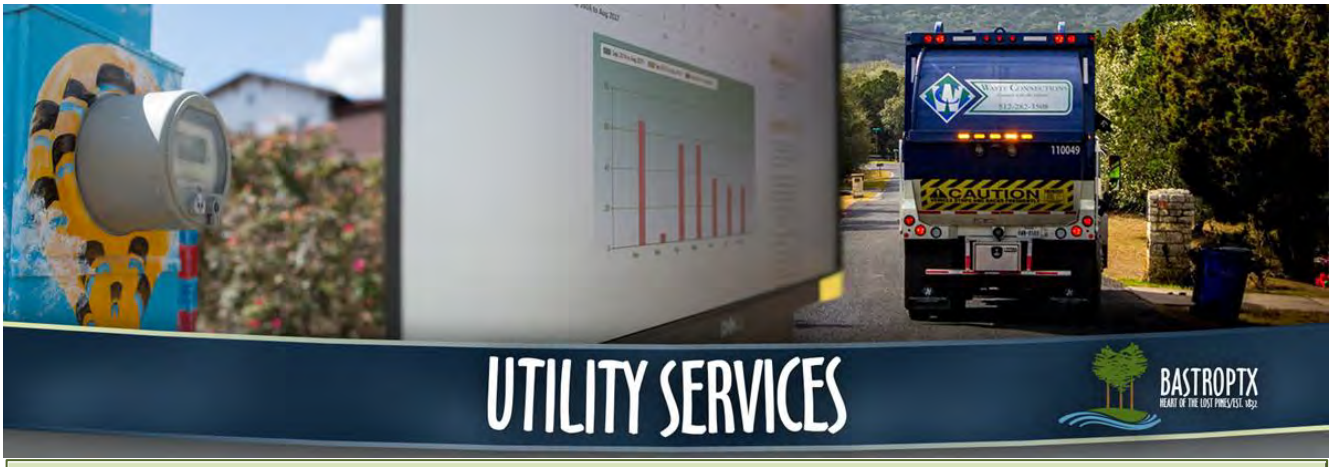
Performance Measures

Utility Customer Service

	FY 2017	FY 2018	Goal FY 2019	Actual FY2019	Goal FY 2020
Minimal manual reads caused by misfunctioning registers. (1% or 60 meters)	35 average .006% (5,881 meters)	35 average .006% (6.070 meters)	30 average .004% (6,200 meters)	25/mo average .004% (6,293 meters)	30 average .004%
Increasing the number of active customers on our utility customer portal. (Customer count 3,625)	N/A	1,564 (web payments)	1,700	1450	1,900
Leak reports produced and reviewed weekly			100%	100%	100%
Produce bills in 28-31 days			100%	100%	100%
Development of fillable forms for Connect and Disconnect services to upload data to CIS	N/A	N/A	N/A	N/A	May 2020

Utility Customer Service

FY 2020 Fund Summary & Personnel Schedule



CITY OF BASTROP		
FUND	DEPARTMENT	DIVISION
101 GENERAL FUND	05 FINANCE	15 UTILITY CUSTOMER SERVICE

SUMMARY

CATEGORIES	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
PERSONNEL COSTS	$236,508	$248,623	$249,224	$255,391	$260,149
SUPPLIES AND MATERIALS	$22,217	$22,200	$22,100	$23,870	$23,870
MAINTENANCE AND REPAIRS	$22,565	$34,175	$36,100	$38,630	$38,630
OCCUPANCY	$9,028	$10,590	$9,250	$9,750	$10,100
CONTRACTUAL SERVICES	$499,878	$552,626	$548,200	$584,460	$618,020
OTHER CHARGES	$2,369	$3,200	$3,500	$3,200	$3,200
TOTAL EXPENDITURES	**$792,565**	**$871,414**	**$868,374**	**$915,301**	**$953,969**

PERSONNEL SCHEDULE

POSITION TITLE	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
CS SPECIALIST II	2.000	2.000	2.000	2.000	2.000
CUSTOMER SERV SUPERVISOR	1.000	1.000	1.000	1.000	1.000
CUSTOMER SERVICE COORDINATOR	1.000	1.000	1.000	1.000	1.000
TOTAL FTEs	**4.000**	**4.000**	**4.000**	**4.000**	**4.000**

Utility Customer Service

"Human Resources supports the City in attracting and retaining a qualified, capable, diverse, and citizen-centered workforce to provide the highest quality of exemplary services to the citizens of Bastrop."



Human Resources

Department Description

Human Resources provides responsible leadership and direction in human resource services, including managing and administering recruitment, compensation, benefits, employee relations, training, and records management program. Monitors personnel policies and practices for compliance with local, state, and federal laws that govern municipal employment practices. Conducts and / or coordinates training and seminars for employee orientation, policies, and procedures, performance management, safety and other programs that benefit the organization and employees.

Organizational Chart



Goals and Objectives for FY 2020

COMMUNICATION

- Launch Neogov Onboarding module.
- Update Human Resources website.
- Increase and be bold with social media.
- Continue to update all job descriptions.

ORGANIZATIONAL EXCELLENCE

- Continue scanning all HR documents into Laser fiche.
- Continue compliance training.
- Enhance safety training for all personnel.
- Maintain pay plan integrity.
- Monitor and maintain personnel policies for compliance with local, state, and federal laws that govern municipal employment practices.
- Strive to be a cultural change agent within the organization.

Recent Accomplishments for FY 2019

- ✔ Medical insurance rates received a -3% reduction for FY 2020!!
- ✔ 2nd Year for Compass Medical Concierge Services: Saving $130,000 in medical costs YTD, with 39% employee engagement.
- ✔ NIBBLES Backpack Program: City employees-built food bags, feeding 138 food insecure BISD students each weekend during the school year bridging the gap between Fridays and Mondays. Forty-three employees participated, logging 42.25 volunteer hours.
- ✔ Updated 20 job descriptions.
- ✔ Received 6 Workers Compensation claims with <5 lost time claims.
- ✔ Implemented Neogov Software to improve efficiency related to on-line job applications.
- ✔ Tanya Cantrell attended the Certified Public Communicator Program at TCU.

Human Resources

Performance Measures

Human Resources

Objective	Performance Measure	FY 2017	FY 2018	Goal FY 2019	Actual FY2019	Goal FY 2020
Continue to update job descriptions	A total of 107 Job Descriptions	15	20	20	21	36
Contribute to low turnover rate through recognition of employees	Recognize 100% of all employees who reach employment milestones in 5 year increments	100%	100%	100%	100%	100%
Ensure Bastrop meets high safety standards for city employees	Continue to have less than 25 claims with less than 5 lost time claims annually	7	16	<25 <5 lost claims	<25 <5 lost claims	<25
	Employee Safety/Compliance Trainings through HR	n/a	n/a	4	2	4
Continue to scan existing employee documents in to Laserfiche	We have approximately 340 employee folders	n/a	n/a	A-F	A-F	G-L

Human Resources

FY 2020 Fund Summary & Personnel Schedule



CITY OF BASTROP

FUND	DEPARTMENT	DIVISION
101 GENERAL FUND	06 HUMAN RESOURCE	00 NON-DIVISION

SUMMARY

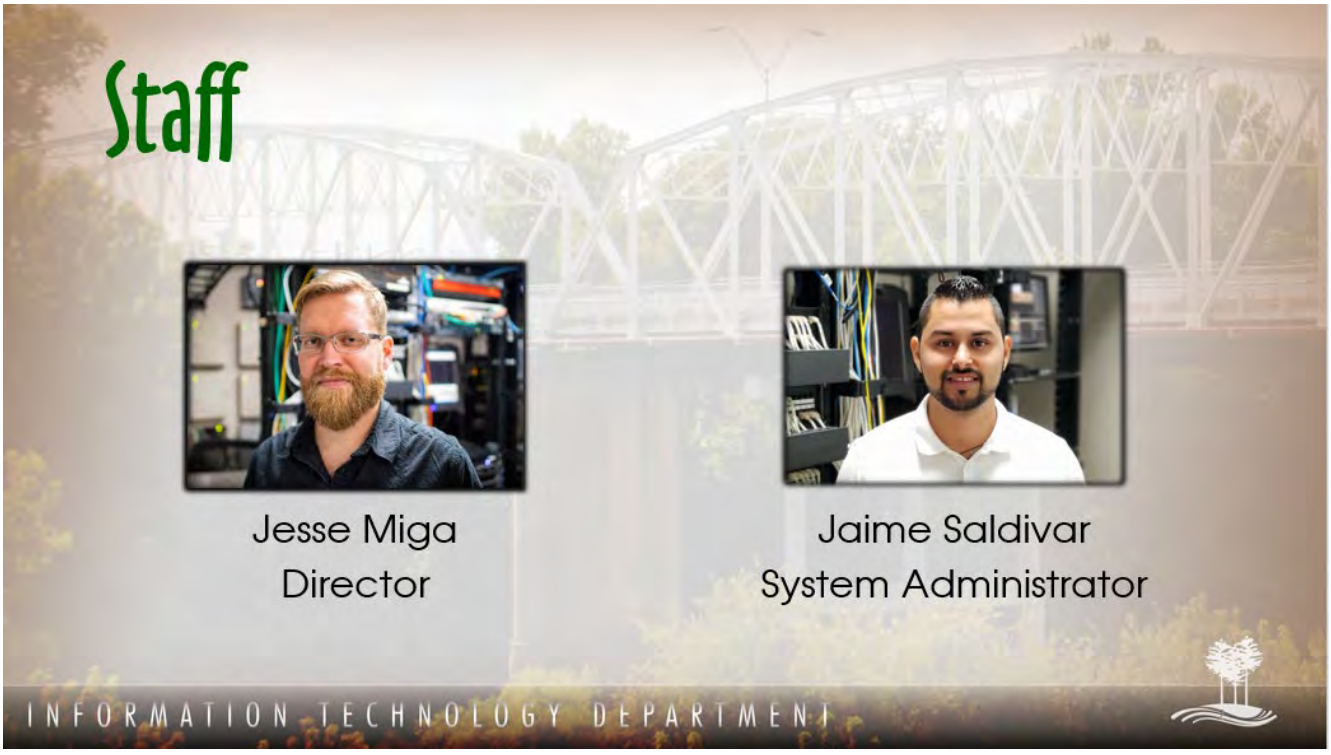
CATEGORIES	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
PERSONNEL COSTS	$155,279	$157,278	$172,995	$189,675	$193,259
SUPPLIES AND MATERIALS	$3,094	$1,750	$1,700	$3,000	$2,300
MAINTENANCE AND REPAIRS	$0	$8,803	$8,803	$8,803	$8,803
OCCUPANCY	$1,910	$2,268	$2,268	$2,268	$2,268
CONTRACTUAL SERVICES	$0	$2,000	$1,000	$2,000	$2,000
OTHER CHARGES	$19,672	$19,930	$17,665	$17,880	$20,680
TOTAL EXPENDITURES	**$179,955**	**$192,029**	**$204,431**	**$223,626**	**$229,310**

PERSONNEL SCHEDULE

POSITION TITLE	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
EXEC. ADMIN ASSIST	0.625	0.625	0.625	0.625	0.625
HR DIRECTOR	1.000	1.000	1.000	1.000	1.000
TOTAL FTEs	**1.625**	**1.625**	**1.625**	**1.625**	**1.625**

Human Resources

"Information Technology Department provides technical support to the organization, implements state-of-the-art technology, and plans for future technology initiatives . . . because failure is NOT an option!"

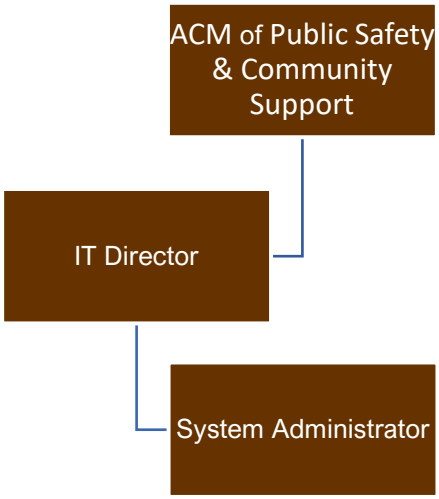


Information Technology

Department Description

Information Technology Department provides automated solutions that are effectively aligned with business requirements and tailored to provide support and service to internal and external customers. Our customers are diverse, ranging from elected officials, city management and staff, to citizens, businesses, and visitors.

Organizational Chart



Goals and Objectives for FY 2020

COMMUNICATION - Manage various interconnected local-area networks that form the City's wide-area network.
COMMUNICATION - Upgrade City network infrastructure and wireless access hardware.
ORGANIZATIONAL EXCELLENCE - Ensure security, redundancy and availability requirements continue to be met and improved.
ORGANIZATIONAL EXCELLENCE - Install and maintain IT equipment (such as workstations, printers, servers, and network / telecommunications hardware).
FISCAL RESPONSIBILITY - Analyze emerging technology and determine how and when its application becomes relevant and cost effective to City business.

Recent Accomplishments for FY 2019

- ✔ Installed new servers and storage, improving redundancy and failover.
- ✔ Implemented automated desktop deployment and asset tracking software.
- ✔ Implemented a ten-year technology replacement schedule program to ensure replacement of hardware before it becomes obsolete.
- ✔ Expanded Laserfiche with web access services
- ✔ Hired Jaime Saldivar as full-time Systems Administrator, a position added in the FY 2018 budget.

Information Technology

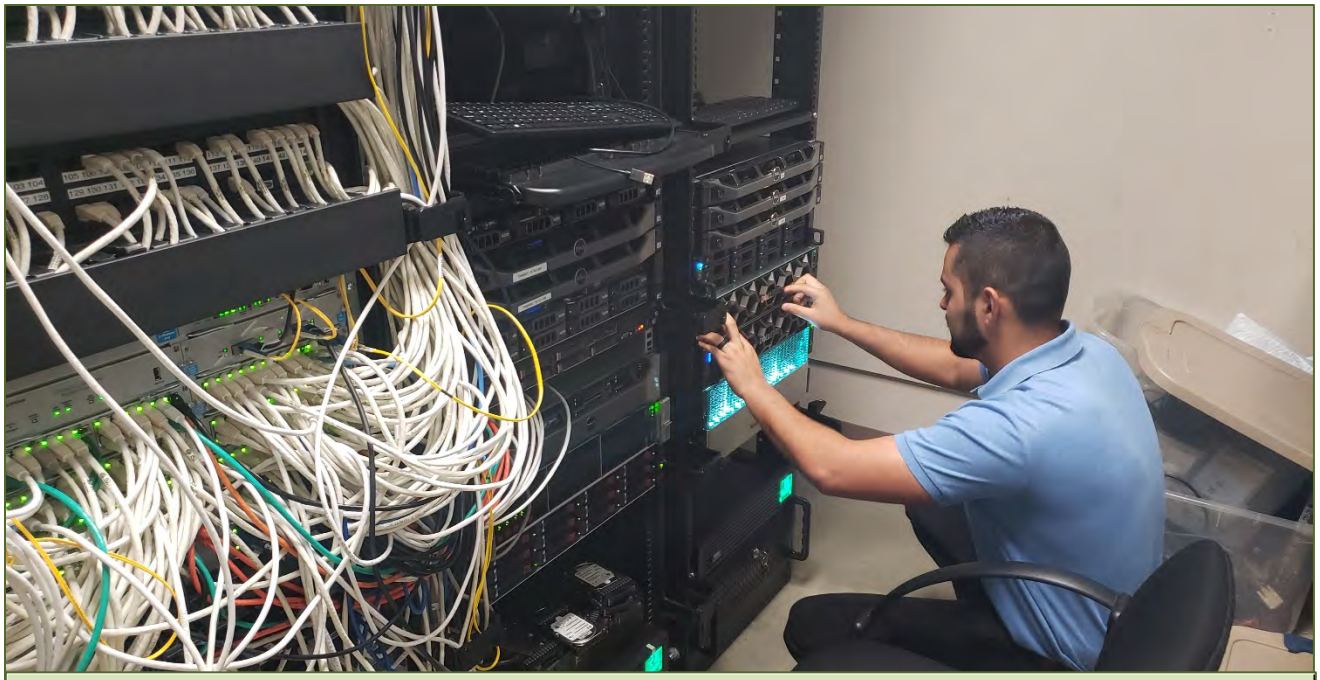
Performance Measures

Information Technology

	Goal FY 2019	Actual FY2019	Goal FY 2020
Resolution Time Compliance: Percentage of service desk incidents resolved within the time frame specified for their priority level	100%	99%	100%
Server Uptime: Availability of City servers for use	98%	99.6%	99.5%
Main server memory capacity used (after upgrades)	<66%	19%	<66%
Storage capacity used (after upgrades)	<66%	33%	<66%

Information Technology

FY 2020 Fund Summary & Personnel Schedule



CITY OF BASTROP

FUND	DEPARTMENT	DIVISION
101 GENERAL FUND	07 INFORMATION	00 NON-DIVISION

SUMMARY

CATEGORIES	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
PERSONNEL COSTS	$198,110	$232,895	$161,964	$198,513	$203,410
SUPPLIES AND MATERIALS	$16,119	$12,900	$14,169	$26,370	$11,974
MAINTENANCE AND REPAIRS	$104,703	$119,930	$119,830	$150,090	$143,714
OCCUPANCY	$12,435	$11,112	$9,820	$8,780	$9,269
CONTRACTUAL SERVICES	$16,806	$20,773	$28,604	$33,629	$34,312
OTHER CHARGES	$4,229	$9,000	$7,500	$9,000	$9,320
TOTAL EXPENDITURES	**$352,402**	**$406,610**	**$341,887**	**$426,382**	**$411,999**

PERSONNEL SCHEDULE

POSITION TITLE	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
IT DIRECTOR	1.000	1.000	1.000	1.000	1.000
IT SYSTEM ADMINISTRATOR	1.000	1.000	1.000	1.000	1.000
TOTAL FTEs	**2.000**	**2.000**	**2.000**	**2.000**	**2.000**

Information Technology

"The sole reason we exist is to protect and serve the citizens of Bastrop."

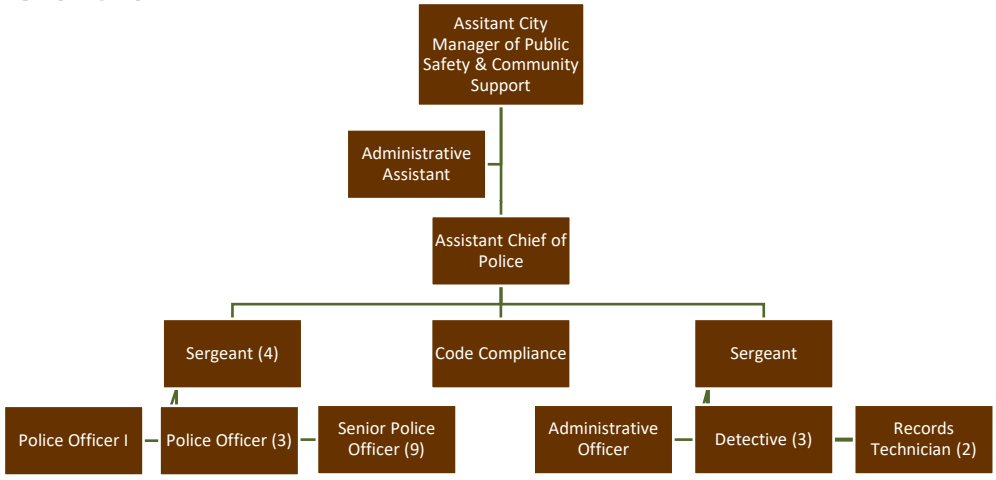


Police

Department Description

Providing enhanced safety and an overwhelming sense of security to our community is what the dedicated men and women of the Bastrop Police Department strive to accomplish every minute of every day. The twenty-four (24) sworn officers, three (3) Reserve Officers and four (4) civilians compose this premier law enforcement agency and are committed to integrity, service, and professionalism. The Bastrop Police Department consists of the following Divisions/Sections: Police Administration, Patrol Division, Criminal Investigations Division, Community Resource/Crime Prevention, Animal Control/Code Compliance, and Emergency Management.

Organizational Chart



Goals and Objectives for FY 2020

ORGANZATIONAL EXCELLENCE –

- Began Texas Chief's Association Best Practice Recognition Program.
- Perfect gathering and utilizing data to form decisions.
- Continue to enhance the City's ability to prepare, mitigate, respond and recover in an Emergency Management Incident through discussion-based/operational-based training and exercises.
- Create code Compliance Strategic Plan to address code violation nuisances with an emphasis on junk vehicles, rubbish and high weeds and grass.
- Maintain an above average clearance rate greater than 9% the State of Texas' clearance rate.
- 25% of Sex Offender verifications will be done without prior notification to the offender.

COMMUNICATION –

- Expand community education (e.g. Neighborhood Watch) to all Apartment Complexes and facilitate more than eight National Night Out parties

Recent Accomplishments for FY 2019

- ✔ Implemented the Fatality Crash Response Team.
- ✔ Forty-seven percent (47%) clearance rate for all crimes this year compared to the State of Texas' twenty-six percent (26%).
- ✔ 54% of all officers have achieved the highest Peace Officer Certification, Master Peace Officer.
- ✔ 32% of all officers are certified Mental Health Officers.
- ✔ 158 chickens removed during the feral chicken program for a total of 251.
- ✔ 94 children attended Teen & Junior Police Academies.

Police

Performance Measures by Police Division

Administration - Police

	FY 2018	FY 2019	Goal FY 2020	Goal FY 2021
Community Event Participation	16	16	17	18
Formal Cases Processed - Records	1567	1700	1615	1535
Open Records Requests - Records	63	102	100	100
Crash Investigations Tracked - Records	1003	810	763	725
Formal Crash Investigations completed	417	396	376	357
Self-Reported Crashes completed.	586	414	394	374

Code Compliance/ Animal Services

	FY 2018	FY 2019	Goal FY 2020	Goal FY 2021
Animal Service Calls	719	452	Incident Driven	Incident Driven
Code Enforcement Calls	592	232	450	450
Patrol Officer Processed Animal Services	N/A	277	Incident Driven	Incident Driven
Patrol Officer processed Code Compliance calls.	N/A	228	250	250
Total Calls for Service	1270	651	Incident Driven	Incident Driven
% Voluntary Code Compliance	N/A	N/A	75%	75%
% Voluntary Animal Services	N/A	N/A	75%	75%
% of time as Code Compliance Compared Animal Services	N/A	N/A	50%	50%
Total number of Chickens captured and relocated.	99	186	20	0

Emergency Management

	FY 2018	FY 2019	Goal FY 2020	Goal FY 2021
Training Hours (Formal or Independent Course Study)	1379	199	Personnel Driven	Personnel Driven
Training Hours (Exercises)	200	132	177	199
Training Hours (shelter)	N/A	12	16	16
Incident/Event Action Plans Implemented		21	21	21
Total # of personnel hours.		567.5	575	575
Incidents Debriefed	1	22	5	5
# of informational social media posts	144	142	150	150
# of Individuals who received Social Media Posts.	478,987	7505,145	Incident Driven	Incident Driven

Performance Measures by Police Division (con't)

Criminal Investigations

	FY 2018	FY 2019	Goal FY 2020	Goal FY 2021
Total Uniform Crime Reports (Part I and II)	993	922	Incident Driven	Incident Driven
% Clearance Rate for all crimes (Part I and II)	41.6	50%	42%	42%
Average Case Load per Detective	85	77	65	65
% Clearance Rate for Part I Index Crimes	32.4	42%	42%	42%
incidents submitted to District Attorney within 90 days.	39	168	170	170

Patrol

	FY 2018	FY 2019	Goal FY 2020	Goal FY 2021
Dispatched Calls for Service	9472	9142	Incident Driven	Incident Driven
Formal Crashes Investigated	417	396	357	322
Crash reports (injury and non-injury)	394	376	339	305
Self-Initiated Contacts	7037	12,108	12,000	12,000
Community Patrols	3566	5572	4000	4000
Emergency Call Response Time	4:07	4:02	4:04	4:04

Crime Prevention

	FY 2018	FY 2019	Goal FY 2020	Goal FY 2021
Drug Buyback Program	1	1	1	1
Total # of Neighborhoods / Groups participating in National Night Out	8	11	9	9
Crime Prevention Meeting w/ Apartment Complexes	0	3	36	36
Total # of Neighborhood Watch Meetings	0	0	2	2
Citizen Police Academy Participants	21	13	25	25
Junior Police Academy Participants	65	41	90	90
# of Sex Offenders Verifications Completed	27	35	100%	100%
# of register Sex offenders in the city limits	23	20	100%	100%
# of Unannounced Sex Offender Verifications.	4	7	25%	25%
# of hours of Citizens on Patrol a year	1705	1159.5	1700	1870

FY 2020 Fund Summary & Personnel Schedule



CITY OF BASTROP

FUND	DEPARTMENT	DIVISION
101 GENERAL FUND	09 POLICE	10 ADMINISTRATION

SUMMARY

CATEGORIES	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
PERSONNEL COSTS	$545,469	$585,546	$545,566	$544,965	$535,577
SUPPLIES AND MATERIALS	$31,328	$30,537	$27,609	$40,191	$35,986
MAINTENANCE AND REPAIRS	$26,327	$47,362	$42,352	$44,152	$45,243
OCCUPANCY	$43,896	$45,846	$41,914	$49,074	$49,074
CONTRACTUAL SERVICES	$401,094	$358,811	$358,811	$358,886	$358,886
OTHER CHARGES	$25,887	$37,335	$31,350	$36,808	$36,185
CAPITAL OUTLAY	$0	$0	$0	$0	$0
TOTAL EXPENDITURES	**$1,074,001**	**$1,105,437**	**$1,047,602**	**$1,074,076**	**$1,060,951**

PERSONNEL SCHEDULE

POSITION TITLE	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
ADMIN ASSIST	1.000	1.000	1.000	1.000	1.000
ADMIN. OFFICER	1.000	1.000	1.000	1.000	1.000
ASST. POLICE CHIEF	1.000	1.000	1.000	1.000	1.000
ACM OF PUBLIC SAFETY & COMMUNITY SUPPORT	1.000	1.000	1.000	0.650	0.650
RECORDS TECHNICIAN	2.000	2.000	2.000	2.000	2.000
TOTAL FTEs	**6.000**	**6.000**	**6.000**	**5.650**	**5.650**

Administration - Police

FY 2020 Fund Summary & Personnel Schedule



CITY OF BASTROP

FUND	DEPARTMENT	DIVISION
101 GENERAL FUND	09 POLICE	12 CODE ENFORCEMENT

SUMMARY

CATEGORIES	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
PERSONNEL COSTS	$60,342	$63,992	$54,267	$62,462	$64,365
SUPPLIES AND MATERIALS	$2,814	$5,276	$3,697	$5,172	$4,347
MAINTENANCE AND REPAIRS	$381	$3,754	$1,500	$4,102	$2,102
OCCUPANCY	$0	$0	$0	$0	$0
CONTRACTUAL SERVICES	$4,420	$10,390	$7,050	$10,615	$10,390
OTHER CHARGES	$19,511	$20,135	$14,435	$20,350	$20,439
TOTAL EXPENDITURES	**$87,468**	**$103,547**	**$80,949**	**$102,701**	**$101,643**

PERSONNEL SCHEDULE

POSITION TITLE	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
CODE COMPLIANCE	1.000	1.000	1.000	1.000	1.000
TOTAL FTEs	**1.000**	**1.000**	**1.000**	**1.000**	**1.000**

Code Enforcement & Animal Control

FY 2020 Fund Summary (No personnel assigned to this division)



CITY OF BASTROP

FUND	DEPARTMENT	DIVISION
101 GENERAL FUND	09 POLICE	14 EMERGENCY MANAGEMENT

SUMMARY

CATEGORIES	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
SUPPLIES AND MATERIALS	$66,945	$34,500	$5,142	$35,600	$35,600
MAINTENANCE AND REPAIRS	$384	$3,200	$2,750	$3,200	$3,200
OCCUPANCY	$2,913	$7,820	$7,820	$9,070	$9,070
CONTRACTUAL SERVICES	$0	$10,000	$10,000	$10,000	$10,000
OTHER CHARGES	$2,350	$3,750	$3,750	$3,750	$3,750
TOTAL EXPENDITURES	**$72,592**	**$59,270**	**$29,462**	**$61,620**	**$61,620**

Emergency Management

FY 2020 Fund Summary & Personnel Schedule



CITY OF BASTROP		
FUND	DEPARTMENT	DIVISION
101 GENERAL FUND	09 POLICE	21 CID

SUMMARY

CATEGORIES	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
PERSONNEL COSTS	$245,711	$268,790	$261,884	$276,708	$282,719
SUPPLIES AND MATERIALS	$3,935	$6,640	$6,640	$12,818	$5,831
MAINTENANCE AND REPAIRS	$3,277	$3,954	$2,000	$5,112	$5,914
CONTRACTUAL SERVICES	$1,842	$3,602	$3,600	$7,086	$5,286
OTHER CHARGES	$3,932	$7,090	$6,390	$10,076	$6,776
TOTAL EXPENDITURES	**$258,697**	**$290,076**	**$280,514**	**$311,800**	**$306,526**

PERSONNEL SCHEDULE

POSITION TITLE	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
POLICE DETECTIVE	3.000	3.000	3.000	3.000	3.000
TOTAL FTEs	**3.000**	**3.000**	**3.000**	**3.000**	**3.000**

Criminal Investigations

FY 2020 Fund Summary & Personnel Schedule



CITY OF BASTROP

FUND	DEPARTMENT	DIVISION
101 GENERAL FUND	09 POLICE	22 PATROL

SUMMARY

CATEGORIES	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
PERSONNEL COSTS	$1,290,964	$1,545,485	$1,497,484	$1,573,434	$1,619,728
SUPPLIES AND MATERIALS	$65,091	$96,011	$96,011	$100,399	$154,262
MAINTENANCE AND REPAIRS	$19,717	$22,674	$21,474	$28,830	$28,830
CONTRACTUAL SERVICES	$11,263	$16,948	$16,948	$17,171	$17,171
OTHER CHARGES	$5,888	$11,070	$11,070	$15,411	$13,720
CAPITAL OUTLAY	$0	$0	$0	$0	$0
TOTAL EXPENDITURES	**$1,392,923**	**$1,692,188**	**$1,642,987**	**$1,735,245**	**$1,833,711**

PERSONNEL SCHEDULE

POSITION TITLE	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
POLICE OFFICER	3.000	3.000	3.000	3.000	3.000
POLICE OFFICER I	1.000	1.000	1.000	1.000	1.000
SENIOR OFFICER	6.000	8.000	8.000	8.000	8.000
SERGEANT	5.000	5.000	5.000	5.000	5.000
TOTAL FTEs	**15.000**	**17.000**	**17.000**	**17.000**	**17.000**

Patrol

FY 2020 Fund Summary & Personnel Schedule



CITY OF BASTROP

FUND	DEPARTMENT	DIVISION
101 GENERAL FUND	09 POLICE	23 CRIME PREVENTION

SUMMARY

CATEGORIES	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
PERSONNEL COSTS	$92,597	$102,075	$101,076	$104,035	$107,127
SUPPLIES AND MATERIALS	$3,384	$10,570	$8,520	$8,170	$8,230
MAINTENANCE AND REPAIRS	$1,697	$4,476	$3,448	$3,144	$3,144
CONTRACTUAL SERVICES	$1,917	$3,922	$3,382	$1,963	$1,338
OTHER CHARGES	$1,321	$4,659	$3,450	$3,659	$2,570
TOTAL EXPENDITURES	**$100,916**	**$125,702**	**$119,876**	**$120,971**	**$122,409**

PERSONNEL SCHEDULE

POSITION TITLE	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
SENIOR OFFICER	1.000	1.000	1.000	1.000	1.000
TOTAL FTEs	**1.000**	**1.000**	**1.000**	**1.000**	**1.000**

Crime Prevention

BASTROPTX
Heart of the Lost Pines
Est. 1832

"Our purpose is to protect the lives and property of the citizens, businesses, and visitors to our community."

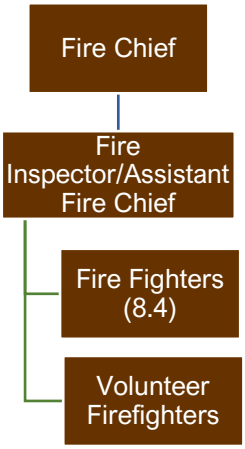


Fire

Department Description

The Fire Department's primary purpose is to protect the lives and property of the citizens, businesses, and visitors to our community. The department is called on to handle anything from minor emergencies to major disasters and continually seeks opportunities to serve and engage our community through outstanding customer service. Service is accomplished through the delivery of fire suppression operations, fire prevention, and public education.

Organizational Chart



Goals and Objectives for FY 2020

ORGANIZATIONAL EXCELLENCE

- Hire a full-time fire inspector and plans reviewer.
- Complete renovations of Stations to accommodate overnight staffing.
- Respond to all requests for service with a high level of efficiency and preparedness.
- Manage all scenes to ensure the safety of all citizens and fire personnel.
- Conduct training for operational effectiveness and standardization for all personnel.
- Provide and promote fire safety education to all.

Recent Accomplishments for FY 2019

✔Increased paid coverage by increasing part-time shift coverage from 2 to 3 per shift.

✔Received a grant and installed smoke detectors for senior citizens from the Insurance Council of Texas.

✔Received a grant from State Farm to purchase fire alarms for the hearing impaired.

✔Moved Fire Inspections and Plans Review from third party to in-house.

Performance Measures
Fire

	FY 2017	FY 2018	FY 2019	Goal FY 2020
Response Times				
Average amount of time for Daytime response to Calls for Service (CFS)	NA	NA	6 Minutes	5 Minutes
Daytime % of arrival to CFS within 10 minutes	NA	NA	98%	100%
Average amount of time for Nighttime response to Calls for Service (CFS)	NA	NA	12 Minutes	6 Minutes
Nighttime % of arrival to CFS within 10 minutes	NA	NA	5%	100%
Educational Programs				
Number of "Sound the Alarm" educational programs conducted for the elderly and/or disabled population	8	15	18	20
Number of "Staying Safe & Staying Alive" educational programs conducted for children in kindergarten through 5th grade students	2	3	3	3
Number of "Staying Safe & Staying Alive" educational programs conducted for middle school and high school students	3	3	3	3
Training				
Total number of training hours conducted this year	NA			
% of firefighters who received a minimum of 56 hours of training this year	NA	95%	98%	100%
% of total training hours dedicated to specialty training (i.e., swift water rescue, high & low angle rescue, hazardous materials training, etc.)	NA	4%	10%	20%
Fire Inspections & Planning Review				
# of fire inspections conducted	NA	NA	30	50
# of violations identified during the fire inspection	NA	NA	5	2
% of voluntary compliance after receiving education and assistance was received and further enforcement actions were not required	NA	NA	85%	95%
# of planning reviews conducted	NA	NA	45	60
Average time to complete planning review	NA	NA	21 Days	14 Days

FY 2020 Fund Summary & Personnel Schedule



CITY OF BASTROP

FUND	DEPARTMENT	DIVISION
101 GENERAL FUND	11 FIRE	10 ADMIN

SUMMARY

CATEGORIES	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
PERSONNEL COSTS	$110,123	$116,723	$130,715	$245,892	$277,760
SUPPLIES AND MATERIALS	$15,946	$16,300	$10,800	$22,340	$31,635
MAINTENACE AND REPAIRS	$6,444	$7,300	$7,300	$7,900	$9,814
OCCUPANCY	$33,209	$40,512	$40,512	$47,000	$55,510
CONTRACTUAL SERVICES	$75,575	$57,041	$54,190	$57,590	$56,090
OTHER CHARGES	$6,337	$12,500	$12,500	$17,025	$18,549
CAPITAL OUTLAY	$0	$11,000	$11,000	$18,500	$0
TOTAL EXPENDITURES	**$247,634**	**$261,376**	**$267,017**	**$416,247**	**$449,358**

PERSONNEL SCHEDULE

POSITION TITLE	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
FIRE CHIEF	1.000	1.000	1.000	1.000	1.000
FIRE INSPECTOR	0.000	0.000	0.000	1.000	1.000
TOTAL FTEs	**1.000**	**1.000**	**1.000**	**2.000**	**2.000**

Fire Administration

FY 2020 Fund Summary & Personnel Schedule



CITY OF BASTROP

FUND	DEPARTMENT	DIVISION
101 GENERAL FUND	11 FIRE	11 OPERATIONAL

SUMMARY

CATEGORIES	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
PERSONNEL COSTS	$147,021	$207,762	$215,510	$310,215	$342,365
SUPPLIES AND MATERIALS	$54,486	$54,190	$47,690	$37,935	$46,435
MAINTENACE AND REPAIRS	$40,932	$48,800	$48,800	$55,705	$75,738
CONTRACTUAL SERVICES	$0	$0	$0	$950	$0
OTHER CHARGES	$3,494	$6,025	$6,025	$5,025	$4,000
CAPITAL OUTLAY	$0	$0	$0	$0	$0
TOTAL EXPENDITURES	**$245,933**	**$316,777**	**$318,025**	**$409,830**	**$468,538**

PERSONNEL SCHEDULE

POSITION TITLE	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
FIREFIGHTER	6.300	6.300	6.300	8.400	8.400
TOTAL FTEs	**6.300**	**6.300**	**6.300**	**8.400**	**8.400**

Fire Operations

FY 2020 Fund Summary & Personnel Schedule



CITY OF BASTROP

FUND	DEPARTMENT	DIVISION
101 GENERAL FUND	11 FIRE	13 VOLUNTEER

SUMMARY

CATEGORIES	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
PERSONNEL COSTS	$3,000	$1,961	$1,961	$1,965	$2,005
SUPPLIES AND MATERIALS	$0	$0	$0	$0	$15,570
CONTRACTUAL SERVICES	$23,945	$24,000	$24,000	$24,000	$28,000
OTHER CHARGES	$8,101	$10,000	$10,000	$10,000	$12,500
TOTAL EXPENDITURES	**$35,046**	**$35,961**	**$35,961**	**$35,965**	**$58,075**

Fire Volunteers

"Our purpose is to provide a fair and equitable Court of Record in a user-friendly environment."

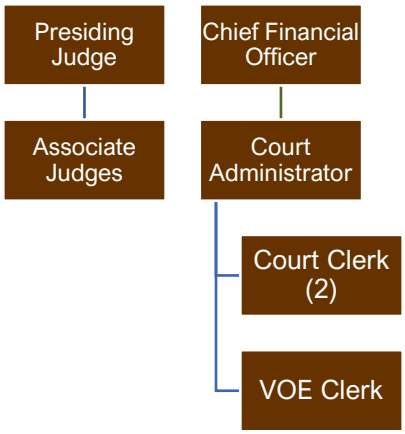


Municipal Court

Department Description

Municipal Court is a Court of Record and processes approximately 2,200 cases annually, which translates into this Court sees more people than any other court in the County. This Court processes complaints filed by Bastrop Police Department, Citizens of the City, Bastrop Independent School District, and Officials of the City of Bastrop. After adjudication, the Court is responsible to impose collection of all fines, maintain all records regarding court cases, prepare reports as required, to magistrate, set bonds or fines, manage payment plans, track community service hours, sign warrants for failure to comply with Court Orders, Failure to Appear or Violation of Promise to Appear and issue warrants on A and B misdemeanor and felony cases originating in the City of Bastrop.

Organizational Chart



Goals and Objectives for FY 2020

ORGANIZATIONAL EXCELLENCE - Treat all internal and external customers with professional courtesy and respect.

ORGANIZATIONAL EXCELLENCE - Complete the life cycle of cases where defendants are actively engaging as simply and expeditiously as possible.

COMMUNICATION - Provide more education – Juvenile Case Manager will provide education to reduce the percentage of recidivism.

FISCAL RESPONSIBILITY – Work in cooperation with the Bastrop Police Dept. to hold multiple warrant roundups each year to reduce the amount of outstanding warrants.

Recent Accomplishments for FY 2019

- ✔ Appointed Judge Coy as Presiding Judge after Judge Hinds retirement.
- ✔ Appointed a new Associate Judge
- ✔ As of February 2019, all clerks are state certified.
- ✔ Closed court cases from 1996, 2000, 2001, and 2003
- ✔ Managed 216 payment plans and 16 community service
- ✔ Administered monthly pre-trials
- ✔ Coordinated with Bastrop Police Dept. to conduct two warrant round ups
- ✔ Processed ___ payments
- ✔ Issued ____ warrants
- ✔ Mailed ____ notices

Municipal Court

Performance Measures

Municipal Court

	FY 2017	FY 2018	Goal FY 2019	Actual FY2019	Goal FY 2020
Organizational Excellence - monitor open docket report and reduce open cases (589)	Unable to calculate	672	10%		10%
Time to disposition – within 30 days			50%	46%	50%
Juvenile Case Manager making contact with Teen Court participant, school, and/or parent once per month			100%	90%	100%
Reduce the # of outstanding warrants (2,543)	2,599	2,601	10%		10%



Municipal Court

FY 2020 Fund Summary & Personnel Schedule



CITY OF BASTROP

FUND	DEPARTMENT	DIVISION
101 GENERAL FUND	12 MUNICIPAL COURT	00 NON-DIVISION

SUMMARY

CATEGORIES	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
PERSONNEL COSTS	$240,942	$248,089	$210,254	$199,971	$207,204
SUPPLIES AND MATERIALS	$9,003	$7,500	$8,200	$7,800	$7,900
MAINTENANCE AND REPAIRS	$7,187	$17,000	$8,617	$8,578	$8,900
OCCUPANCY	$4,227	$4,200	$4,200	$4,250	$4,350
CONTRACTUAL SERVICES	$48,590	$60,450	$85,353	$108,604	$109,904
OTHER CHARGES	$5,953	$6,010	$6,706	$7,650	$7,650
TOTAL EXPENDITURES	**$315,902**	**$343,249**	**$323,330**	**$336,853**	**$345,908**

PERSONNEL SCHEDULE

POSITION TITLE	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
COURT ADMINISTRATOR	1.000	1.000	1.000	1.000	1.000
COURT CLERK/JUVENILE CASES	1.000	1.000	1.000	1.000	1.000
COURT CLERK/TRIAL COORD	1.000	1.000	1.000	1.000	1.000
JUDGE	1.000	1.000	1.000	0.000	0.000
MC VOE CLERK	0.250	0.250	0.250	0.250	0.250
TOTAL FTEs	**4.250**	**4.250**	**4.250**	**3.250**	**3.250**

Municipal Court

BASTROPTX
Heart of the Lost Pines
Est. 1832

"Preserving the past while facilitating growth and quality of life in harmony with the vision for the City of Bastrop."

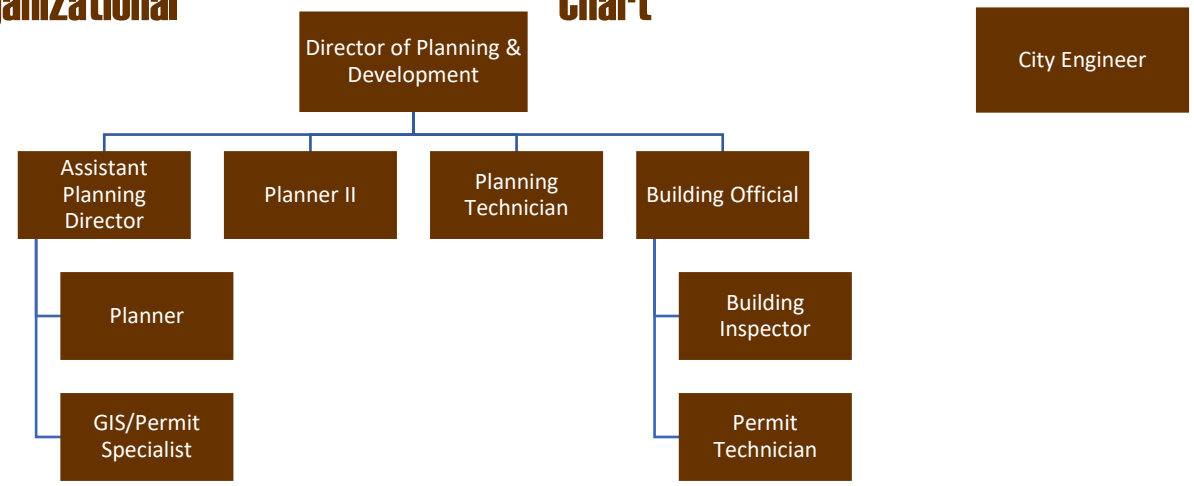


Development Services

Department Description

Development Services consists of the Building & Permitting, Engineering, and Planning & Development. **Engineering** facilitates development and ensures the implementation of a plan through development by providing project engineering analysis, guidance and direction to assure projects meet objectives and sound fail-safe engineering practices, and transportation planning. **Planning & Development** facilitates land planning related to zoning, conditional use, platting, historical significance, and variances. Planning staff accepts and processes development applications as they relate to land planning; and provides expertise and guidance on the update of codes and ordinances. The development process provides document review for compliance with building codes and standards. **Building Inspection** includes the permitting and inspections of private improvements to maintain consistency in field directives and assures construction and building code compliance are met.

Organizational Chart



Goals and Objectives for FY 2020

- **MANAGE GROWTH** - Continue with the Building Bastrop Code revision process to update the Zoning Code, Sign Code, and Subdivision Ordinance.
- **COMMUNITY SAFETY** - Adopt the 2018 International Building Codes.
- **COMMUNITY SAFETY** - Ensure life-safety measures for infrastructure and construction are being upheld throughout the community.
- **ORGANIZATIONAL EXCELLENCE** - Meet scheduled plan review completion dates through new processes and development schedule.
- **ORGANIZATIONAL EXCELLENCE** - Implement new Development Review Process in conjunction with the adoption of the new codes.
- **MANAGE GROWTH** - Complete annual Comprehensive Plan Review with the P&Z Commission.
- A**UTHENTIC BASTROP** - Complete application and achieve Certified Local Government Status with the Texas Historical Commission

Recent Accomplishments for FY 2019

- ✔ Drafted and adopted a Mobile Food Vendor Pilot Program.
- ✔ Established an Enhanced Permit Review Process.
- ✔ Issued __ permits totaling $___ in revenue. (Residential – ___; Commercial – ____)
- ✔ Successfully hired a new Building Official, Building Inspector, and Planner.
- ✔ Updated building and development fees.
- ✔ Awarded the Great Places in Texas designation for Downtown Bastrop from the Texas Chapter of the American Planning Association
- ✔ Applied for and received a Safe Routes to School Grant for sidewalk improvements to MLK Street.
- ✔ Transitioned to in-house permit review and inspections.

Development Services

Performance Measures by Development Services Division

Building and Permitting

	Goal FY 2019	FY 2019 Completed	Goal FY 2020	FY 2020 Completed
Maintain 14-day turnaround on building plan review (non-trade)	N/A	N/A	95%	
Complete permit application completeness checks within 24 hours	N/A	N/A	100%	
Turnaround trade permits within 2 business days	N/A	N/A	100%	
Complete daily digital catalog for all building permits and inspections	N/A	N/A	95%	
Develop records management policy for permit and inspections records	N/A	N/A	Complete	
Provide building inspections within 24 hours of request	N/A	N/A	95%	

Planning and Development

	Goal FY 2019	FY 2019 Completed	Goal FY 2020	FY 2020 Completed
Percentage of required development applications processed on time under HB 3167	N/A	100%	100%	
Achieve Certified Local Government designation	In Progress	50%	Complete	
Implement new Development Process and Schedule	In Progress	N/A	Complete	
Develop records management policy for development records	N/A	N/A	Complete	
Record and update GIS mapping to reflect new development	N/A	N/A	100%	

Development Services

FY 2020 Fund Summary & Personnel Schedule



CITY OF BASTROP

FUND	DEPARTMENT	DIVISION
101 GENERAL FUND	15 DEVELOPMENT SERVICES	16 ENGINEERING AND DEVELOPMENT

SUMMARY

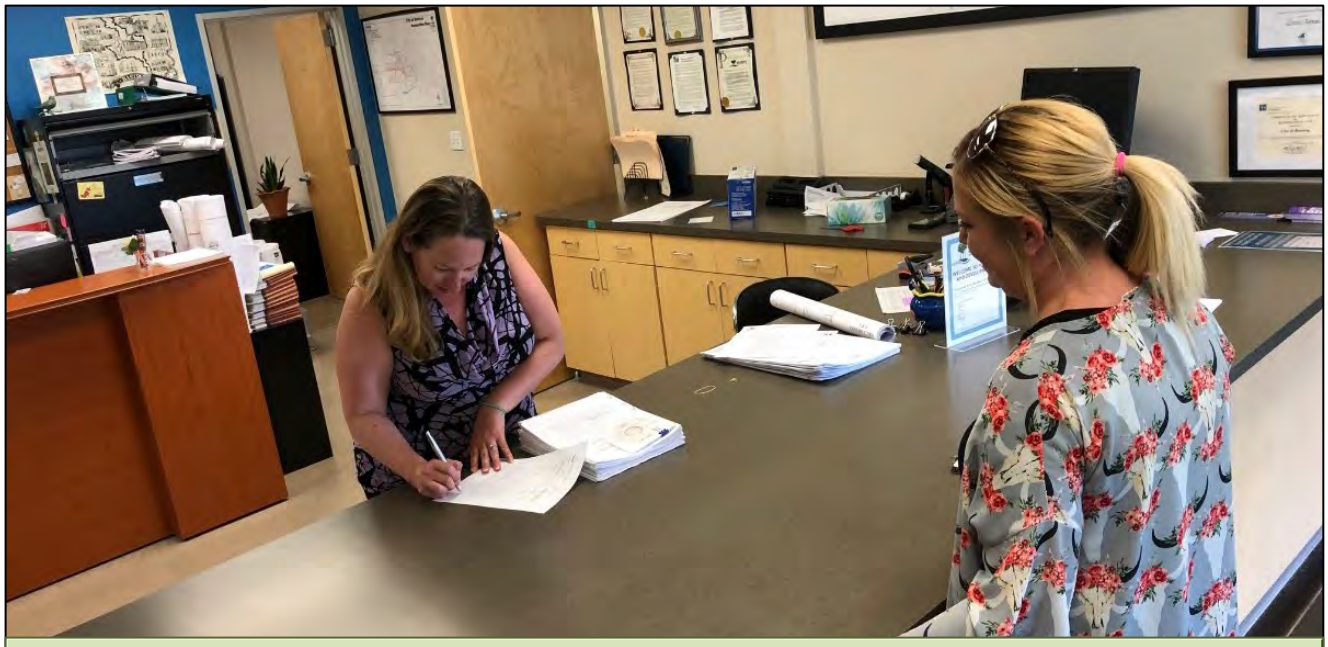
CATEGORIES	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
PERSONNEL COSTS	$200,104	$322,202	$321,057	$80,473	$81,177
SUPPLIES AND MATERIALS	$1,845	$3,262	$3,430	$3,732	$5,850
MAINTENANCE AND REPAIRS	$7,228	$13,350	$2,800	$9,000	$9,100
OCCUPANCY	$1,752	$2,000	$0	$1,500	$2,100
CONTRACTUAL SERVICES	$96,996	$132,844	$132,045	$50,500	$105,600
OTHER CHARGES	$1,233	$9,563	$1,985	$7,200	$10,900
TOTAL EXPENDITURES	**$309,158**	**$483,221**	**$461,317**	**$152,405**	**$214,727**

PERSONNEL SCHEDULE

POSITION TITLE	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
CITY ENGINEER (50%)	0.500	0.500	0.500	0.500	0.500
TOTAL FTEs	**0.500**	**0.500**	**0.500**	**0.500**	**0.500**

Engineering

FY 2020 Fund Summary & Personnel Schedule



CITY OF BASTROP

FUND	DEPARTMENT	DIVISION
101 GENERAL FUND	15 DEVELOPMENT SERVICES	00 NON-DIVISION

SUMMARY

CATEGORIES	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
PERSONNEL COSTS	$176,777	$460,383	$464,867	$532,212	$536,581
SUPPLIES AND MATERIALS	$9,638	$7,980	$8,999	$6,510	$8,370
MAINTENANCE AND REPAIRS	$9,562	$14,627	$14,627	$16,270	$17,270
OCCUPANCY	$6,202	$6,600	$6,764	$5,936	$5,936
CONTRACTUAL SERVICES	$310,107	$9,987	$3,388	$10,037	$24,000
OTHER CHARGES	$45,048	$52,576	$47,824	$47,755	$64,061
CAPITAL OUTLAY	$0	$0	$0	$0	$0
TOTAL EXPENDITURES	**$557,334**	**$552,153**	**$546,469**	**$618,720**	**$656,218**

PERSONNEL SCHEDULE

POSITION TITLE	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
ASST. PLANNING DIRECTOR	1.000	1.000	1.000	1.000	1.000
PLANNER	1.000	2.000	2.000	2.000	2.000
PLANNING DIRECTOR	1.000	1.000	1.000	1.000	1.000
PLANNING TECH	1.000	1.000	1.000	1.000	1.000
TOTAL FTEs	**4.000**	**5.000**	**5.000**	**5.000**	**5.000**

Planning & Zoning

FY 2020 Fund Summary & Personnel Schedule



CITY OF BASTROP

FUND	DEPARTMENT	DIVISION
101 GENERAL FUND	15 DEVELOPMENT SERVICES	18 BUILDING INSPECTION

SUMMARY

CATEGORIES	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
PERSONNEL COSTS	$0	$0	$0	$292,024	$226,297
SUPPLIES AND MATERIALS	$0	$0	$0	$4,500	$10,331
MAINTENANCE AND REPAIRS	$0	$0	$0	$6,000	$6,000
OCCUPANCY	$0	$0	$0	$2,592	$2,592
CONTRACTUAL SERVICES	$0	$0	$0	$900	$900
OTHER CHARGES	$0	$0	$0	$7,184	$7,184
CAPITAL OUTLAY	$0	$0	$0	$0	$0
TOTAL EXPENDITURES	**$0**	**$0**	**$0**	**$313,199**	**$253,304**

PERSONNEL SCHEDULE

POSITION TITLE	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
BUILDING INSPECTOR	0.000	1.000	1.000	1.000	1.000
BUILDING OFFICIAL	1.000	1.000	1.000	1.000	1.000
PERMIT TECHNICIAN	1.000	1.000	1.000	1.000	1.000
TOTAL FTEs	**2.000**	**3.000**	**3.000**	**3.000**	**3.000**

Building Inspection

"Public Works, through its dedicated employees, strive to plan, design, build, maintain, and operate public infrastructure in a manner that respects the environment and the ability of government to adequately preserve these assets for succeeding generations."

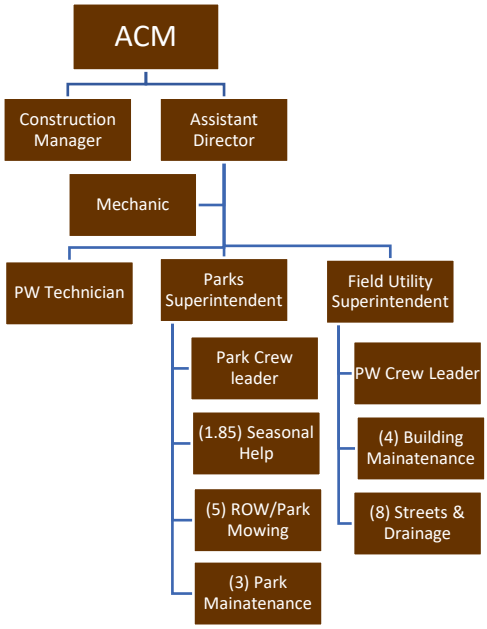


Public Works

Department Description

Public Works maintains all City street surfaces, street signage, storm drainage, and building maintenance. Streets & Drainage maintains 60.5 miles of paved streets, 50 miles of open drainage ditches, 78 miles of storm sewer, 1450 street signs, 98,562 linear feet of sidewalk, and mow 25.5 miles of rights-of-way. Building Maintenance maintains 11 public facilities, 115,000 square feet of space, daily cleaning, property maintenance including painting, lighting, and inspections of roofing, HVAC, foundations, etc. Parks mows 106.1 acres of parkland, 10.5 acres of facilities, perform rodeo arena maintenance and rental, and maintain trails.

Organizational Chart



Goals and Objectives for FY 2020

ORGANIZATIONAL EXCELLENCE

- Design and Bid Yr. 3 of the Street Maintenance Program.
- Continue quarterly Street striping schedule.
- Complete phase one of a design to improve flow and capacity in Gills Branch.
- Provide monthly CIP updates at the 1st Council meeting of each month to update community on progress of each project.
- Implement a Public Works Procurement schedule to ensure all materials are ordered timely in accordance to state law requirements.
- Develop a 10-year maintenance schedule for Parks.
- Develop a 10-year maintenance schedule for Building Maintenance.
- Oversee the Sidewalk Improvement Program.

Recent Accomplishments for FY 2019

- ✔ Completed the Gills Branch 2D Analysis.
- ✔ Successfully constructed and installed elements of the Building Bastrop Pop-up event.
- ✔ Completed installation of new street signage.
- ✔ Completed year 2 of Right-of-Way mowing contract.
- ✔ Reconstructed all streets associated with the North Main Street Sewer Relocation Project.
- ✔ Completed Delgado Park, Phase I.
- ✔ Completed Year 1 & 2 of Street Maintenance Plan with the exception of Old Austin Hwy. based on PCI Study completed in January 2018.
- ✔ Awarded the Skate Park bid for final design and construction.
- ✔ Completed quarterly Street striping schedule.

Public Works

FY 2020 Fund Summary & Personnel Schedule



CITY OF BASTROP

FUND	DEPARTMENT	DIVISION
101 GENERAL FUND	18 PUBLIC WORKS	10 ADMINISTRATION

SUMMARY

CATEGORIES	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
PERSONNEL COSTS	$775,582	$177,702	$170,953	$309,635	$317,883
SUPPLIES AND MATERIALS	$42,540	$10,800	$9,500	$9,980	$13,840
MAINTENANCE AND REPAIRS	$120,962	$0	$0	$0	$0
OCCUPANCY	$9,921	$16,800	$12,000	$12,000	$12,000
CONTRACTUAL SERVICES	$288,998	$239,700	$238,275	$86,586	$77,456
OTHER CHARGES	$7,977	$8,650	$6,850	$10,046	$11,675
CAPITAL OUTLAY	$42,255	$0	$0	$0	$0
TOTAL EXPENDITURES	**$1,288,235**	**$453,652**	**$437,578**	**$428,247**	**$432,854**

PERSONNEL SCHEDULE

POSITION TITLE	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
ASSISTANT PW DIRECTOR	0.250	0.250	0.250	0.250	0.250
DIR OF PW/UTIL/LEISURE SERVICES	0.250	0.250	0.250	0.250	0.250
MECHANIC	1.000	1.000	1.000	1.000	1.000
CONSTRUCTION MANAGER	0.000	0.000	0.000	1.000	1.000
PW TECHNICIAN	0.375	0.375	0.375	0.375	0.375
TOTAL FTEs	**1.875**	**1.875**	**1.875**	**2.875**	**2.875**

Administration – Public Works

FY 2020 Fund Summary & Personnel Schedule



CITY OF BASTROP

FUND	DEPARTMENT	DIVISION
101 GENERAL FUND	18 PUBLIC WORKS	15 STREETS / DRAINAGE

SUMMARY

CATEGORIES	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
PERSONNEL	$0	$626,189	$620,190	$625,614	$642,131
SUPPLIES AND MATERIALS	$0	$59,525	$53,100	$64,125	$214,380
MAINTENANCE AND REPAIRS	$0	$70,100	$59,910	$70,100	$78,100
CONTRACTUAL SERVICES	$0	$12,375	$10,500	$12,375	$16,225
OTHER CHARGES	$0	$0	$0	$1,400	$1,500
TOTAL EXPENDITURES	**$0**	**$768,189**	**$743,700**	**$773,614**	**$952,336**

PERSONNEL SCHEDULE

POSITION TITLE	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
EQUIPMENT OPERATOR I	3.000	3.000	3.000	3.000	3.000
EQUIPMENT OPERATOR II	3.000	3.000	3.000	3.000	3.000
PW CREW LEADER	1.000	1.000	1.000	1.000	1.000
PW-MAINT II	1.000	1.000	1.000	1.000	1.000
PW-MAINTENANCE WORKER II	1.000	1.000	1.000	1.000	1.000
UTIL. FIELD SUPERINTENDENT	1.000	1.000	1.000	1.000	1.000
TOTAL FTEs	**10.000**	**10.000**	**10.000**	**10.000**	**10.000**

Streets & Drainage

FY 2020 Fund Summary & Personnel Schedule



CITY OF BASTROP

FUND	DEPARTMENT	DIVISION
101 GENERAL FUND	18 PUBLIC WORKS	19 PARKS

SUMMARY

CATEGORIES	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
PERSONNEL COSTS	$626,354	$687,762	$675,423	$701,578	$723,210
SUPPLIES AND MATERIALS	$42,651	$36,150	$30,015	$36,150	$37,400
MAINTENANCE AND REPAIRS	$65,152	$84,650	$58,300	$84,650	$78,250
OCCUPANCY	$62,445	$56,420	$52,450	$56,420	$59,400
CONTRACTUAL SERVICES	$16,692	$21,921	$11,100	$21,921	$21,921
OTHER CHARGES	$3,145	$5,750	$4,800	$5,750	$6,150
CAPITAL OUTLAY	$187,881	$0	$0	$0	$0
TOTAL EXPENDITURES	**$1,004,320**	**$892,653**	**$832,088**	**$906,469**	**$926,331**

PERSONNEL SCHEDULE

POSITION TITLE	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
ASSISTANT PW DIRECTOR	0.000	0.250	0.250	0.250	0.250
ATHLETIC FIELD MAINT. TECH	1.000	1.000	1.000	1.000	1.000
DIR OF PW/UTIL/LEISURE SERVICES	0.250	0.250	0.250	0.250	0.250
EQUIP OPERATOR I	1.000	1.000	1.000	1.000	1.000
FACILITIES MAINT WORKER II	1.000	1.000	1.000	1.000	1.000
MAINTENANCE SPECIALIST	1.000	1.000	1.000	1.000	1.000
PARKS & REC SUPERINTENDENT	1.000	1.000	1.000	1.000	1.000
PARKS CREW LEADER	1.000	1.000	1.000	1.000	1.000
PARKS MAINT WORKER II	5.000	5.000	5.000	5.000	5.000
PW TECHNICIAN	0.500	0.375	0.375	0.375	0.375
SEASONAL EMPLOYEES	0.200	0.185	0.185	0.185	0.185
TOTAL FTEs	**11.950**	**12.060**	**12.060**	**12.060**	**12.060**

Parks

FY 2020 Fund Summary & Personnel Schedule



CITY OF BASTROP

FUND	DEPARTMENT	DIVISION
101 GENERAL FUND	18 PUBLIC WORKS	20 BUILDING MAINTENANCE

SUMMARY

CATEGORIES	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
PERSONNEL COSTS	$157,616	$200,979	$196,038	$204,911	$211,083
SUPPLIES AND MATERIALS	$25,206	$26,100	$22,500	$26,100	$25,900
MAINTENANCE AND REPAIRS	$52,439	$51,120	$58,600	$51,120	$56,022
OCCUPANCY	$832	$1,200	$500	$1,200	$600
CONTRACTUAL SERVICES	$6,567	$5,269	$5,492	$5,269	$6,119
OTHER CHARGES	$0	$1,300	$300	$1,300	$1,300
CAPITAL OUTLAY	$18,902	$0	$0	$0	$0
TOTAL EXPENDITURES	**$261,562**	**$285,968**	**$283,430**	**$289,900**	**$301,024**

PERSONNEL SCHEDULE

POSITION TITLE	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
CUSTODIAN	3.000	3.000	3.000	3.000	3.000
CUSTODIAN CREW LEADER	1.000	1.000	1.000	1.000	1.000
TOTAL FTEs	**4.000**	**4.000**	**4.000**	**4.000**	**4.000**

Building Maintenance

Performance Measures by Public Works Division

Streets & Drainage

	FY 2018	FY 2019 Target Outcome	Outcome FY 2019	Goal FY 2020
Provide quality road infrastructure and maintenance programs for our community (Continuous PCI assessment and identification of road segments: 50% annually)	60.5 Linear Miles Evaluated	70 > PCI	30.5 Linear Miles	30 Linear Miles
		21.9	0	21.9
Provide responsive service to customer requests and inquiries within prescribed parameters (Response times: severe potholes 24-hrs or the next business day; stop signs down two hours.)	480 Work orders	100%	98%	100%
# of Stop & Traffic signs replaced annually	1500	300		300
School zones striped	3	5	5	5
Cross walks	74	74	74	109
Fire lanes stripped	1080	616	616	790
Parking striped in ROW	25350	25350	20198	26400
Parking lots	3	4	4	4

Construction Management

	FY 2018	FY 2019	Goal FY 2020	Goal FY 2021
Daily inspections reports completed	N/A	N/A		
Weekly construction meetings held	N/A	N/A		

Parks

	FY 2018	FY 2019	Goal FY 2020	Goal FY 2021
# of Park facility rentals	235	272	275	280
# of Park equipment repairs	258	293	295	295
# of Park inspections performed annually	84	88	96	108
Acres of Parkland mowed	66.5	66.5	66.5	76.5

Building Maintenance

	FY 2018	FY 2019	Goal FY 2020	Goal FY 2021
Building roof inspections	11	11	11	11
Work orders completed or scheduled				



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BASTROPTX
Heart of the Lost Pines
Est. 1832

"The Library provides free and unrestricted access to informational, educational, cultural, and recreational library materials and services in a clean, comfortable, secure environment for people of all ages."

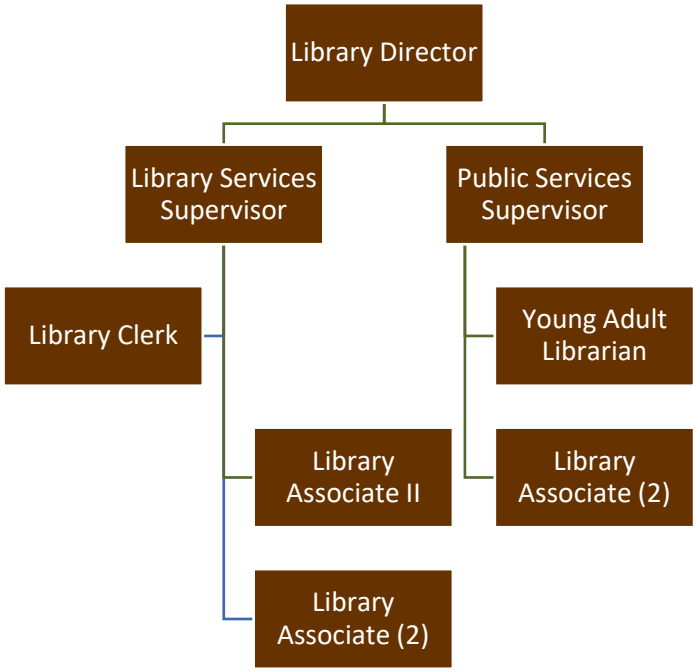


Library

Department Description

The Library collects, classifies, organizes, and makes available information in all formats, including print, non-print, and digital materials, for the community. The Library encourages reading by providing materials and enrichment programs for patrons of all ages along with access to local history and genealogical resources, and on-line access via Internet to the TexShare databases. The Library provides a variety of programs, including regular preschool story time and summer reading programs, public access to computers, meeting rooms for the general public, clubs, and non-profit corporations.

Organizational Chart



Goals and Objectives for FY 2020

COMMUNICATION

- Increase community outreach by visiting day care centers, Head Start and schools.
- Develop community awareness of library services by participating in local events and organizational meetings.
- Promote and educate the community about our materials, special collections and electronic resources.
- Partner with the Multimedia Department, Hospitality & Downtown, Parks & Rec and other city departments to disseminate vital, educational and recreational information to the community.

ORGANIZATIONAL EXCELLENCE

- Continue to provide and develop programs for children, tweens, teens and adults.

Recent Accomplishments for FY 2019

- ✔ Hired a new Library Director.
- ✔ Circulated 150,677 items.
- ✔ Welcomed 106,111 visitors.
- ✔ Provided 384 programs for children, tweens, teens and adults, including a new monthly adult crafting program.
- ✔ Provided a seven-week Summer Reading Program which attracted over 4,000 people to the planned activities and events.
- ✔ Reorganized and reclassified all adult fiction into genre categories.
- ✔ Added a circulating cake pan collection.

Library

Performance Measures

Library

	FY 2017	FY 2018	Goal FY 2019	Goal FY 2020
Ensure the Library fulfills its role as a popular materials center	Circulated 145,827 items	Circulated 142,956 items	Circulate over 150,000 items	Circulate over 155,000 items
Engage Citizens in the use of the Library	115,461 visitors	114,567 visitors	Over 116,000 visitors	Over 118,000 visitors
Increase participation in Library programming	14,349 Program participants	13,633 Program participants	Over 14,500 Program participants	Over 15,000 Program participants
Expand partnerships and outreach activities	7 Program partners 11 Outreach activities	8 Program partners 15 Outreach activities	10 Program Partners 20 Outreach activities	12 Program Partners 20 Outreach activities
Expand education and use of eBooks	10,370 eBooks accessed	12,256 eBooks accessed	Over 15,000 eBooks accessed	Over 18,000 eBooks accessed

FY 2020 Fund Summary & Personnel Schedule



CITY OF BASTROP

FUND	DEPARTMENT	DIVISION
101 GENERAL FUND	21 LIBRARY	00 NON-DIVISION

SUMMARY

CATEGORIES	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
PERSONNEL COSTS	$588,408	$618,220	$535,110	$588,029	$596,578
SUPPLIES AND MATERIALS	$65,868	$66,480	$61,222	$72,050	$63,190
MAINTENANCE AND REPAIRS	$4,928	$5,900	$6,478	$6,658	$7,450
OCCUPANCY	$31,006	$34,220	$34,200	$33,920	$34,220
CONTRACTUAL SERVICES	$20,885	$23,940	$21,936	$24,140	$24,400
OTHER CHARGES	$11,496	$16,195	$11,065	$16,470	$15,820
CAPITAL OUTLAY	$18,865	$0	$19,000	$0	$0
TOTAL EXPENDITURES	**$741,456**	**$764,955**	**$689,011**	**$741,267**	**$741,658**

PERSONNEL SCHEDULE

POSITION TITLE	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
INTERIM LIBRARY SERVICES SUPERVISOR	1.000	1.000	1.000	1.000	1.000
LIBRARY ASSOCIATE	1.950	1.950	1.950	2.000	2.000
LIBRARY ASSOCIATE II/ADMIN SVCS	1.000	1.000	1.000	1.000	1.000
LIBRARY ASSOCIATE/CHLD SRVS	1.000	1.000	1.000	1.000	1.000
LIBRARY ASSOCIATE/WEB & GRAPHICS	1.000	1.000	1.000	1.000	1.000
LIBRARY CLERK-VOE	1.000	1.000	1.000	1.000	1.000
LIBRARY DIRECTOR	1.000	1.000	1.000	1.000	1.000
SUPERVISOR OF PUBLIC SERVICE	1.000	1.000	1.000	1.000	1.000
YOUNG ADULT LIBRARIAN	1.000	1.000	1.000	1.000	1.000
TOTAL FTEs	**9.950**	**9.950**	**9.950**	**10.000**	**10.000**

Library



Hotel Tax Fund

BASTROPTX
Heart of the Lost Pines
Est. 1832

Hotel Tax Fund

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"To foster an improved Bastrop experience based on cooperation, partnerships, and strong teamwork that provides a strategic approach to increased tourism, open and two-way communication, and enhancing the Bastrop experience."



Hotel Occupancy Tax Fund Summary

CITY OF BASTROP, TEXAS
HOTELTAX FUNDS

	ACTUAL FY2017-2018	BUDGET FY2018-2019	PROJECTED FY2018-2019	PROPOSED FY2019-2020	PLANNING FY2020-2021
BEGINNING FUND BALANCES	$ 3,667,738	$ 3,671,599	$ 3,606,721	$ 3,797,361	$ 3,289,852
REVENUES:					
HOTEL OCCUPANCY TAX	2,844,403	2,736,000	2,830,300	2,830,500	2,830,500
LICENSE & PERMITS	-	2,000	1,930	2,000	2,000
SERVICE FEES	214,350	240,350	268,285	275,250	276,500
INTEREST	53,623	44,500	70,000	65,000	65,000
INTERGOVERNMENTAL	30,408	62,312	62,312	62,312	62,312
OTHER	125,456	-		-	-
TOTAL REVENUES	3,268,240	3,085,162	3,232,827	3,235,062	3,236,312
OTHER SOURCES					
Interfund Transfers - General Fund	-	266,084	252,584	238,994	238,994
Interfund Transfers - Electric Fund	152,700	220,000	205,000	222,500	222,500
TOTAL REVENUE & OTHER SOURCES	3,420,940	3,571,246	3,690,411	3,696,556	3,697,806
TOTAL AVAILABLE RESOURCES	$ 7,088,678	$ 7,242,845	$ 7,297,132	$ 7,493,917	$ 6,987,658
EXPENDITURES:					
ORGANIZATIONAL	1,870,774	1,709,083	1,473,134	1,970,119	1,877,313
CONVENTION CENTER	612,167	687,254	655,580	761,506	756,630
MAIN STREET PROGRAM	411,930	550,520	456,256	471,642	488,548
MULTI-MEDIA	-	179,907	155,596	173,712	180,642
SPECIAL EVENTS & RESERVATIONS	-	167,087	149,437	180,438	182,175
BAIPP	41,084	146,152	93,582	124,732	167,234
RODEO ARENA	30,636	-	-	-	-
TOTAL EXPENDITURES	2,966,591	3,440,003	2,983,585	3,682,149	3,652,542
OTHER USES					
TRANSFER TO INNOVATION FUND				7,500	
DEBT SERVICE TRANSFER	515,366	516,186	516,186	514,416	545,688
TOTAL EXPENDITURE & OTHER USES	3,481,957	3,956,189	3,499,771	4,204,065	4,198,230
BAIPP - RESTRICTED FB - LT PROJECTS	40,000	60,000	60,000	$ 80,000	$ 80,000
ENDING UNRESTRICTED FUND BALANCES	$ 3,566,721	$ 3,226,656	$ 3,737,361	$ 3,209,852	$ 2,709,428
Fund balance Policy Amount				$ 3,289,853	$ 3,274,101

Hotel Occupancy Tax Fund Summary

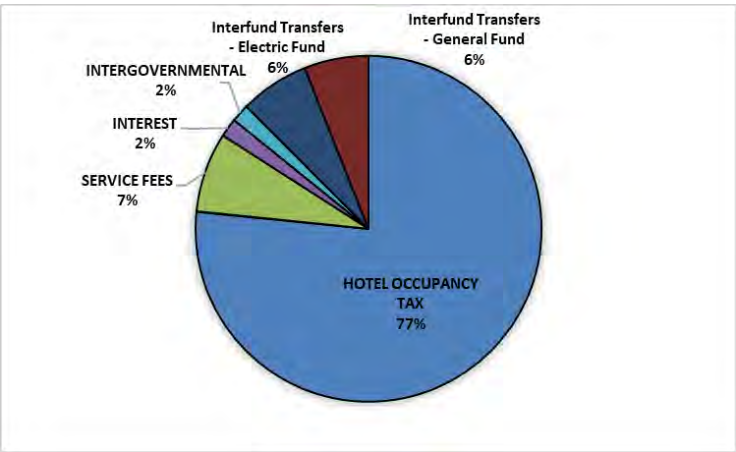
Hotel Occupancy Tax Fund Overview

With more than $3,600,000 in Hotel Occupancy Tax Fund Revenue, the City of Bastrop enjoys a robust cultural arts program. Recognizing the need to maximize the community's cultural art resources, a Cultural Arts Master Plan was commissioned in FY 2018. The City hired Go Collaborative to conduct this study. During a recent meeting, **Go Collaborative indicated that it is rare for a City the size of Bastrop to have such a robust cultural arts plan in place. They are having to use much larger cities as a comparison for benchmarking in the creation of our Cultural Arts Master Plan!**

Revenue Assumptions

Total Revenue & Other Sources are budgeted to be $3,696,556 for FY 2020, which is .2% or $6,145 more than FY 2019 year-end budget projections.

Outlined below are explanations on three (3) major sources that 96% of the Fund's revenue.



Hotel Occupancy Tax

Hotel Occupancy Tax is set at a rate of 13.5% in the City of Bastrop and our ETJ. Of the tax collected, 6% goes to the State, 7% goes to the City, and .5% goes to the County, if in the City's ETJ. Hotel Occupancy Tax is budgeted at $2,830,500. **This is 3.5% higher than FY 2019 budget or $94,500 but only $200 more than FY 2019 year-end projection.**

FY 2020 Budget	$2,830,500	
% of Fund Revenue	77%	
Compared to	**$ Growth**	**% Growth**
2019 Budget	+$94,500	+3.5%
2019 Projection	$200	0%

Service Fees

Service Fees represents those revenues collected from Convention Center sponsored events, such as Farm Street Opry and Western Swing Festival; Main Street sponsored events, such as Table on Main, Wine Swirl, Pub Crawls, and Trick or Treat Trail; Convention Center rentals, and catering services. The increase is due to catering services.

FY 2020 Budget	$275,250	
% of Fund Revenue	7.4%	
Compared to	**$ Growth**	**% Growth**
2019 Budget	+$34,900	+14.5%
2019 Projection	+$6,965	+2.6%

Interfund Transfers

This category represents those revenues transferred internally from the General Fund and BP&L Fund. The General Fund transfer totals $238,994, which covers $111,527 for Film & Broadcasting, $127,467 for Special Events and Reservations, and a portion of the Director of Hospitality & Development's salary. BP&L transfers totals $222,500, which covers $125,000 for Christmas Lights, $25,000 for Patriotic Festival, $20,000 for Bastrop Homecoming & Rodeo, $5,000 for Juneteenth Celebration, $30,000 for YMCA programming and $17,500 for the Food Pantry NIBBLES program.

FY 2020 Budget	$461,494	
% of Fund Revenue	13.6%	
Compared to	**$ Growth**	**% Growth**
2019 Budget	-$24,590	-5.0%
2019 Projection	+$3,910	+0.8%

Program Considerations

Bastrop Art In Public Places (BAIPP)





At the center of Bastrop Art in Public Places FY 2020 budget is the funding for the two-dimensional and three-dimensional art calls. This undertaking requires an enormous effort from the board's subcommittee and places nearly 50 pieces of art in public spaces around the city.

A major component of BAIPP's future is the Cultural Arts Master Plan (CAMP) which we hope to see adopted in the very beginning of FY 2020. A $50,000 allocation is being made for the implementation of the CAMP which will include initiatives lined out by the plan itself.

Non-Special Event Community Assets

There are two (3) non-special event community assets that receive support from the HOT Fund. Those community assets include the **Bastrop Opera House,** the **Bastrop County Historical Society Visitor Center & Museum** and **the Lost Pines Art Center**. These organizations had record programs of work in FY 2019 and are actively engaged in planning for FY 2020.

Bastrop County Historical Society Visitor Center & Museum

The Bastrop County Historical Society Museum in FY 2018 offered free downtown walking tours each Saturday in May, created a family focused scavenger hunt and firefighter dress up area continued to assist and provided an annual calendar of events. The Visitor Center provided visitor center facility amenities including brochures and maps, "goodie bag" services, train volunteers on "tourism" amenities, remain open during Downtown special events, partnering with the Main Street Program for Table on Main and Summer in the City, worked with Bastrop County and Visit Bastrop to create "programming", increased social media reach, and provided volunteer coordination.

The Bastrop County Visitor's Center & Museum met all the requirements of this year's contract. They received $146,937 in funding in FY 2019. They have increased their request in FY 2020 to $169,124, which has been included in this budget.

Bastrop Opera House

Bastrop Opera House (BOH) had an incredible FY 2018-2019 season, which contained eight (9) full productions and nine (8) touring shows and over 6,000 tickets sold. More than half of the tickets were sold outside of Bastrop County. BOH is also home to the Bastrop Opera House Youth Performing Arts Academy, which has approximately 50 youth ages 3 through high school enrolled. Each season, two (2) major youth productions are performed. BOH also hosts several community events throughout the year and rented out their facility 7 times for events. FY 2019-20 season is already booked and contains 17 productions and touring shows.

BOH met all of the requirements of this year's contract. They received $92,000 in FY 2019. A request of $126,000 was submitted for FY 2020 consideration, which has been included in this budget.

Lost Pines Art Center

The Lost Pines Art Center supports local artists, hosts community events and classes, and promotes cultural arts awareness and appreciation within the City of Bastrop. FY 2019 saw numerous exhibits, Art After Dark events, Wine & Unwind events, Art Bites educational courses, Art Getaway music events, artist led courses, and children and teen art classes. FY 2019 also saw the opening of the first silo within the Silo District which features four fully renovated silos that will serve as art studios for various mediums. The first, the Glassblowing Silo, is a unique and historical space located behind the Art Center which houses glass blowing classes, presentations, and private artist use. The Art Center is an asset to our Bastrop Community partnering with other local organizations including the City of Bastrop Main Street Program and Visit Bastrop to host events for both our local community and visitors.

This is the first year the Art Center has requested this funding. A request of $142,837 was submitted for FY 2020 consideration, included in this budget is $85,000.

Special Events

The City of Bastrop will coordinate approximately 40 permitted and non-permitted special events in 2019. The administration of these events requires significant man-hours on the part of Public Works, which includes Streets, Parks, Water, and Wastewater. Overall, we anticipate Public Works will dedicate in excess of 2300 hours toward events in FY 2019. Since December 2017, staff has tracked hours for Police, Parks, Fire, and Hospitality & Downtown for all permitted special event. In FY 2019-2020 Work Plan, staff is going to be revising the Special Events permit process and developing recommendation for an Ordinance revision and fees that cover all costs. BP&L provides funding through an Internal Transfer to HOT for Bastrop Patriotic Festival, Bastrop Homecoming & Rodeo, and Juneteenth Celebration. This funding is located in the Main Street Budget.

Bastrop Patriotic Festival



The Patriotic Festival is a 1-day event, which occurs annually the last weekend of June. Saturday festivities start early and end late with a 5-K race, Fireworks Display, and Concert. In FY 2019, the Patriotic Festival was granted $25,000 from BP&L. In FY 2020, the requested amount remains the same. Staff tracked all hours and costs associated with this year's event. **We provided 314 hours of staff support/equipment usage totaling $9,610.88 in "in-kind" services between Police, Parks, Fire, and Hospitality & Downtown. Per the Chamber's Post Event Analysis, there were 160 volunteers, 228 runners and well over 4,000 in attendance. Bastrop's total support for this event $10,349.30.**

Bastrop Homecoming & Rodeo



Bastrop Homecoming & Rodeo is five (5) day event that ends the 1st Saturday of August. This year marks the 72nd Anniversary of this event. There are several special events including a rodeo and parade. In FY 2018, the Bastrop Homecoming received $20,000 in HOT Funds. Last year, given the historical significance of the event, funding in the amount of $20,000 was moved to BP&L because most of the participants do not stay in hotels. The FY 2020 funding level will remain at $20,000. Due to the timing of this event, staff costs have not been calculated.

Juneteenth Celebration



Juneteenth Celebration is always the 3rd Saturday in June. This year marks the 32nd anniversary of this event. Saturday events include a parade, car show, and scheduled entertainment throughout the day. In FY 2019, the Juneteenth Celebration received $5,000 from BP&L. **We provided 183.25 hours of staff support/equipment usage totaling $5,349.30 in "in-kind" services between Police, Parks, and Hospitality & Downtown, which makes**

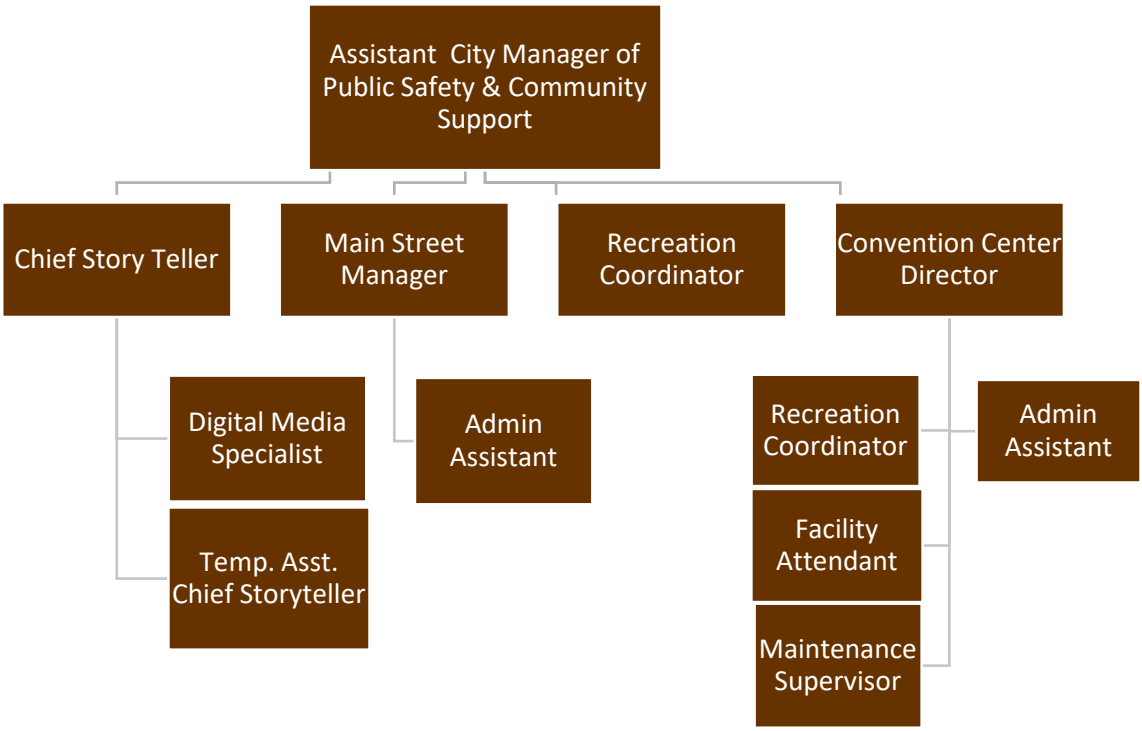
Visit Bastrop

Funding provided to Visit Bastrop is established in Section III. Compensation to Visit Bastrop (B) Beginning on October 1, 2017, the City shall target 50% of the net HOT revenue collected, defined as HOT revenue minus the provision of payment satisfying the City's outstanding debt secured by HOT. The amount should not be less than 45% of the total HOT revenues. The FY 2020 payment was calculated per the contract $1,278,192. Per the City's contract, Visit Bastrop must present a Business Plan and Budget for public consideration in September prior to the adoption of the City's budget. This Business Plan should include Visit Bastrop's Plan of Work for the next fiscal year based on contract funding requirements.

Department Description

The Hotel Occupancy Fund is utilized to account for the receipt and expenditures of funds received by the City from the assessment of hotel and motel occupancy tax. This fund contains Multi-Media, Special Events, Convention Center, Main Street Program, Bastrop Art In Public Places, and the Rodeo Arena. All but the Rodeo Arena are managed under the Hospitality & Downtown Department that was created October 1, 2018 to provide a more strategic approach to HOT investments and to tell the City's Story.

Organizational Chart



Hotel Occupancy Tax Fund Summary

Convention Center





Nestled in the heart of the historical district of Bastrop, Texas, the 26,000sq. ft. Convention and Exhibit Center opened in April of 2011. This facility was built to host meetings, regional conferences, tradeshows, weddings, concerts, and local special events. State-of-the-art technical amenities, Wi-Fi, a flexible Main Ballroom, multiple meeting rooms, and additional outdoor venue space make this facility both attractive and affordable to local and regional associations, event planners, brides, and special event planners. Staff sells and services all events at the Convention Center including day to day operations, event coordination, layout, set-up and tear down, on site event customer service, building and ground maintenance, and assists with Main Street programs, projects, and events. Convention Center staff are known for their exemplary customer service, receiving outstanding comments from event coordinators and participants. They are known for their 110% drive to make every event a pleasurable experience. Repeat business is a large percentage of the yearly rentals and Convention Center Staff take pride in satisfying the community. This department also produces several events designed to entertain locals and attract out of town visitors like the Farm Street Opry, Boogie Back to Bastrop, and the Western Swing Festival along with the newly created Red White and You Dance. The Convention Center staff actively assists the Hospitality & Downtown department in all aspects of event planning and production as well as special projects.

Goals and Objectives for FY 2020

- Increase rental revenue.
- Increase occupancy.
- Increase catering service revenue.
- Maintain and enhance our relationship with Visit Bastrop to increase overall tourism for the City of Bastrop.

Recent Accomplishments for FY 2019

✔Met and exceeded our 2019 established Goals & Objectives.

✔Increased weekday rentals with New Business Meeting Packages.

✔New business accounted for over 50% of rental revenue.

✔New event layout software allows for clients to have direct input and ability to make real-time adjustments to layouts ensuring a positive and engaged experience for both staff and clients.

Main Street





The City of Bastrop Main Street Program has been driven by an active Main Street Advisory Board and volunteer army, public and private partnerships, and community support for over a decade. The program has contributed almost $35 million in reinvestment into the 62-block program area and tracked 14,000+ volunteer hours since 2007. Bastrop Main Street is part of the Texas Historical Commission's Texas Main Street Program and the national Main Street America network, which provides a time-tested framework for community driven, comprehensive preservation-based downtown revitalization.

The current Main Street Manager, Rebecca Gleason, took on the role of Main Street Manager in January of 2019 and brought several changes to the Main Street Program including a re-envisioning project for the Main Street Advisory Board with the help of the Texas Main Street program. In 2019, as in the past, the Main Street program hosted the annual Sip, Shop & Swirl, Table on Main, and assisted with Lost Pines Christmas. They also hosted a new event this year in June called Summer in the City to allow the community to come together and spend the day enjoying activities on Main Street. In addition to events, the Main Street Program has worked hard to increase communication and improve relationships with businesses within the Main Street District and provide comprehensive Downtown Bastrop marketing through our website and social media channels.

Goals and Objectives for FY 2020

- For fiscal year 2020, the City of Bastrop Main Street Program, through our new Committee Structure, will be focusing on vacancy in our Main Street District through business retention and business expansion.
- For fiscal year 2020, the City of Bastrop Main Street Program will be partnering with Visit Bastrop to market Downtown Bastrop as a destination for both visitors and locals.
- For fiscal year 2020, the City of Bastrop Main Street Program will be working closely with our partners to ensure that our Downtown Bastrop business owners, building owners, and residents have amble communication and input into the construction of 921 Main Street and the Main Street Rehabilitation Project.

Recent Accomplishments for FY 2019

✔ The Main Street Program hosted four Sponsored Events in 2019 including the Sip, Shop & Swirl, Summer in the City, Table on Main and Lost Pines Christmas.

✔ The Main Street Program moved to a data centric system with the help of the Bastrop Economic Development Corporation. The Program has collected data on the more than 200 businesses which are within the Main Street District which is now housed in Synchronist. Synchronist will be used as both a CRM software and resource to make data driven decisions around economic development.

✔ The Main Street Program worked closely with the Texas Main Street Program to go through a Re-envisioning Process and relaunch our Program with a new Project Based Committee Structure.

Main Street

Multi-Media





The City of Bastrop Multimedia Department was founded October 1, 2017. In the time since its foundation, the department has organized the City's voice across diverse platforms, reached millions of people through its promotional campaigns and outreach efforts, and connected the citizens to the actions of City Council, City Hall, and the activities of the City's departments in ways never before done in Bastrop. Looking ahead to the FY 2020 budget year, the Multimedia Department strives to tell the City's story with creative ideas that will reach our diverse audience, educating our tax-payers, citizens, businesses, and visitors about the programs, initiatives, challenges, and solutions that often get taken for granted. Our Goals and Objectives focus on consistent service in the delivery of **government transparency, quality service** to our **social media** audience, and **increased production output** through **processes and policies** that help standardize the way staff, council, and our customers communicate with each other.

Chief Storyteller Colin Guerra and Digital Media Manager Rick Gullikson have standardized the City's public alerts and messaging protocol, from park and road closures to serious weather threats, to traffic accidents and public event promotions. Now, when citizens on web and social media platforms see a message from the City of Bastrop, they know it is coming from a source they can trust, who is consistent, and most importantly, responsive to queries and requests for understanding.

Goals and Objectives for FY 2020

- For fiscal year 2020, develop a Guide to the Multimedia Department (working title) that will establish policies, procedures, and best practices detailing how the Department will conduct operations that is standardized for ease of use and understanding by both internal and external (public) customers of the City.
- For fiscal year 2020, leverage The Multimedia Department's in-house video production capabilities to shine light on each department's most important and compelling stories.
- For fiscal year 2020, develop closer, more structured relationships with City Departments to ensure collaboration and transparency across all City initiatives and outreach efforts.

Recent Accomplishments for FY 2019

✔ Launched 1832: The Official City of Bastrop Magazine! This electronic publication is distributed over social media and the city website and features an employee spotlight and feature stories about topics of public interest.

✔ Oversaw the installation of a new presentation system in the City Council chambers (with Information Technology) and continue to develop best practices for operation, maintenance, and creative uses for the system.

✔New Established protocols for working with other departments in the effort of releasing timely, sometimes immediate alerts to the public. Graphic standards were created to unify the look and feel of any message coming from the City of Bastrop with the result being a higher level of trust and reliability between City departments and our audience of citizens and visitors alike.

Multi-Media

Special Events & Reservations





Special Events and Reservations is a newly created branch of the Hospitality and Downtown Department comprising four main responsibilities: Departmental Account Payables, Special Event permit processing/Event Action Plans, booking and reservation processes for the Bastrop Exhibit & Convention Center, and City Park/Pavilion Rentals. Each of these four areas provides support to not only the Hospitality and Downtown Department but other City Departments to promote the mission, vision, and value of the City of Bastrop.

City Reservationist Victoria Psencik is currently the staff member responsible for the duties of this branch of the Department.

Goals and Objectives for FY 2020

- For fiscal year 2020, create and implement a Park Reservations campaign designed to increase rental revenue
- Create and implement a Special Events online submission and payment portal
- Create a Special Event "incentive" program for city staff working the events

Recent Accomplishments for FY 2019

✔ Consolidated and streamlined the Department Accounts Payable process, creating a uniform look and increasing the timeliness of Purchase Order Packet submission for the Department by 90%.

✔ Acquired responsibility for the collection, administration, and follow-up of the Bastrop Convention & Exhibit Center's booking processes to ensure a memorable and customer service-oriented experience that reflects the friendly, unique, and authentic feel of Bastrop.

✔ Researched, created, and produced 17 Event Action Plans detailing City Departmental responsibilities, assigned duties, safety standards, emergency response actions, contact information, and organizational details.

Special Events & Reservations

Performance Measures

Convention Center

Objective	Performance Measure	FY 2017	FY 2018	Goal FY 2019	Actual FY2019	Goal FY 2020
Increase Rental Revenue	Increase rental revenue by 15%.	$110,699	$122,244	N/A	*$170,747	$196,359
Increase Occupancy	Increase occupancy by 15%.	92	134	N/A	*160	184
Increase Catering Service Revenue	Increase catering service revenue by 50%.	$6,194	$7,355	N/A	*$10,900	**$16,350
Maintain/Enhance Relationship with Visit Bastrop	Increase Visit Bastrop partnership by board engagement and brand awareness promotion. Attend 12 VB Board Meetings and 1 Annual Retreat.	*N/A	*N/A	N/A	*N/A	13

* Extrapolated from August through end of year **(included new package- client catering services)

Main Street

Objective	Performance Measure	FY 2017	FY 2018	Goal FY 2019	Actual FY2019	Goal FY 2020
Maintain the City of Bastrop Main Street Program Accreditation in both the State and National Main Street Associations.	Actively engaging and maintaining Main Street Accreditation status (17 Reports per year)	N/A	N/A	N/A	*17	17
Increase the Economic Vitality of the District by increasing private investment.	Reinvestment ratio (ratio of public and private investment)	$.67	$2.00	N/A	*$2.48	$2.20
Increase the Economic Vitality of the District by increasing efforts around Business Retention, Expansion and Relocation.	Number of new businesses oriented into Main Street District	N/A	N/A	N/A	*10	12

*Extrapolated from August through end of year

Multimedia

Objective	Performance Measure	FY 2017	FY 2018	Goal FY 2019	Actual FY2019	Goal FY 2020
Social media reach and engagement are good indicators that the content that we share is both valuable and interesting to our audience.	We seek a 10% per post average increase year-to-year in the categories of reach across our social media platforms.	N/A	N/A	N/A	*2,351 Average per post	2,586 Average per post
Response rate is another very important social media measurement. Currently we have a 100% response rate. This means we respond to 100% of the inquiries that come into our page.	We seek to keep this number at 100% and do our very best to keep the average response time under 5 hours.	N/A	N/A	N/A	*100%	100%

Open transparency and communication with the community is important to establish trust, morale, and citizen awareness.	Release a monthly newsletter and 2 accompanying public interest stories a month that feature the latest in city business, initiatives, and updates on projects.	N/A	N/A	N/A	*8 Issues	12 Issues
Open transparency and communication with the community is important to establish trust, morale, and citizen awareness.	Meetings that are subject to the Open Meeting Act will be filmed live, broadcast to the City PEG channel, and live streamed to the City Facebook page. Within 72 hours, these meetings will also be edited for sound and video clarity and posted to the City's Facebook page as well as linked to the City Website.	N/A	N/A	N/A	*100%	100%

* Extrapolated from August through end of year

Special Events & Reservations

Objective	Performance Measure	FY 2017	FY 2018	Goal FY 2019	Actual FY2019	Goal FY 2020
Rental Revenue from parks and pavilion rental not only allows a small revenue stream to help maintain our parks but also is a good indicator of park usage by the community.	Increase the number of park and pavilion rentals by 10%.	N/A	66	N/A	*66	73
Well-developed Event Action Plans are an important feature of ensuring an event is successful and efficient.	Have all Event Action Plan Packages published within 24 hours of the event.	N/A	N/A	N/A	*86%	100%
Efficiency in the ability to rental agreements to Convention Center clients increases client satisfaction.	Have all Convention Center rental agreements completed within 72 hours of submission	N/A	N/A	N/A	*96%	100%

* Extrapolated from August through end of year

FY 2020 Revenue Fund Summary



CITY OF BASTROP

FUND	DEPARTMENT	DIVISION
501 HOTEL TAX FUND	00 NON-DEPARTMENT	00 NON-DIVISION

SUMMARY

CATEGORIES	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
TAXES AND PENALTIES	$2,844,404	$2,736,000	$2,830,300	$2,830,500	$2,830,500
LICENSES AND PERMITS	$400	$2,000	$1,930	$2,000	$2,000
CHARGES FOR SERVICES	$214,150	$240,350	$268,285	$275,250	$276,500
INTEREST INCOME	$53,623	$44,500	$70,000	$65,000	$65,000
INTERGOVERNMENTAL	$130,408	$62,312	$62,312	$62,312	$62,312
MISCELLANEOUS	$25,256	$0	$0	$0	$0
TRANSFERS IN	$0	$266,084	$252,584	$238,994	$238,994
TRANFSERS IN	$152,700	$220,000	$205,000	$222,500	$222,500
TOTAL REVENUE	**$3,420,941**	**$3,571,246**	**$3,690,411**	**$3,696,556**	**$3,697,806**

Revenue Summary- Hotel Occupancy Tax Fund

FY 2020 Fund Summary & Personnel Schedule



CITY OF BASTROP

FUND	DEPARTMENT	DIVISION
501 HOTEL TAX FUND	80 ORGANIZATIONAL	00 NON-PROGRAM

SUMMARY

CATEGORIES	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
CONTRACTUAL SERVICES	$939,220	$1,380,126	$1,448,134	$1,837,654	$1,852,313
OTHER CHARGES	$50,122	$28,000	$25,000	$25,000	$25,000
CONTINGENCY	$0	$300,957	$0	$107,465	$0
TRANSFERS OUT	$966,222	$516,186	$516,186	$521,916	$545,688
TOTAL EXPENDITURE	**$1,955,564**	**$2,225,269**	**$1,989,320**	**$2,492,035**	**$2,423,001**

Hotel Occupancy Fund - Organizational

FY 2020 Fund Summary & Personnel Schedule



CITY OF BASTROP

FUND	DEPARTMENT	DIVISION
501 HOTEL TAX FUND	83 MULTI-MEDIA	00 NON-DIVISION

SUMMARY

CATEGORIES	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
PERSONNEL COSTS	$0	$199,007	$168,646	$207,549	$212,933
SUPPLIES AND MATERIALS	$0	$900	$2,400	$5,150	$5,113
MAINTENANCE AND REPAIRS	$0	$7,748	$6,748	$7,650	$8,233
OCCUPANCY	$0	$5,680	$5,680	$6,115	$6,115
CONTRACTUAL SERVICES	$0	$13,750	$12,000	$12,500	$13,500
OTHER CHARGES	$0	($47,178)	($39,878)	($65,252)	($65,252)
TOTAL EXPENDITURES	**$0**	**$179,907**	**$155,596**	**$173,712**	**$180,642**

PERSONNEL SCHEDULE

POSITION TITLE	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
CHIEF STORY TELLER		1.000	1.000	1.000	1.000
DIGITAL MEDIA SPECIALIST		1.000	1.000	1.000	1.000
DOWNTOWN & HOSPITALITY DIRECTOR		0.150	0.150	0.000	0.000
ACM OF PUBLIC SAFETY & COMMUNITY SUPPORT		0.000	0.000	0.100	0.100
TEMP ASST. CHIEF STORYTELLER		0.481	0.481	0.481	0.481
TOTAL FTEs		**2.631**	**2.631**	**2.581**	**2.581**

Hotel Occupancy Tax Fund – Multi-Media

FY 2020 Fund Summary & Personnel Schedule



CITY OF BASTROP

FUND	DEPARTMENT	DIVISION
501 HOTEL TAX FUND	84 SPECIAL EVENTS AND	00 NON-DIVISION

SUMMARY

CATEGORIES	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
PERSONNEL COSTS	$0	$53,937	$53,087	$61,906	$64,593
SUPPLIES AND MATERIALS	$0	$1,300	$1,300	$4,250	$3,500
OCCUPANCY	$0	$250	$250	$1,282	$1,282
CONTRACTUAL SERVICES	$0	$94,800	$79,800	$98,000	$97,800
OTHER CHARGES	$0	$16,800	$15,000	$15,000	$15,000
TOTAL EXPENDITURES	**$0**	**$167,087**	**$149,437**	**$180,438**	**$182,175**

PERSONNEL SCHEDULE

POSITION TITLE	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
ACM OF PUBLIC SAFETY & COMMUNITY SUPPORT		0.000	0.000	0.075	0.075
DOWNTOWN & HOSPITALITY DIRECTOR		0.100	0.100	0.000	0.000
RECREATION COORDINATOR		0.667	0.667	0.667	0.667
TOTAL FTEs		**0.767**	**0.767**	**0.742**	**0.742**

Hotel Occupancy Tax Fund – Special Events & Reservations

FY 2020 Fund Summary & Personnel Schedule



CITY OF BASTROP

FUND	DEPARTMENT	DIVISION
501 HOTEL TAX FUND	85 HOSPITALITY AND	75 CONVENTION CENTER

SUMMARY

CATEGORIES	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
PERSONNEL	$0	$302,476	$301,014	$356,908	$362,398
SUPPLIES AND MATERIALS	$0	$44,000	$35,036	$52,500	$71,000
MAINTENANCE AND REPAIRS	$0	$42,650	$36,550	$49,350	$47,350
OCCUPANCY	$0	$58,698	$61,500	$62,838	$63,838
CONTRACTUAL SERVICES	$0	$195,730	$184,980	$186,130	$158,264
OTHER CHARGES	$0	$43,700	$36,500	$53,780	$53,780
TOTAL EXPENDITURES	**$0**	**$687,254**	**$655,580**	**$761,506**	**$756,630**

PERSONNEL SCHEDULE

POSITION TITLE	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
ADMINISTRATIVE ASSISTANT	0.500	0.500	0.500	0.500	0.500
CONVENTION CENTER DIRECTOR	1.000	1.000	1.000	1.000	1.000
ACM OF PUBLIC SAFETY & COMMUNITY SUPPORT	0.000	0.000	0.000	0.075	0.075
FACILITY ATTENDANT	2.000	2.000	2.000	2.000	2.000
MAINTENANCE SUPERVISOR	1.000	1.000	1.000	1.000	1.000
RECREATION COORDINATOR	0.333	0.333	0.333	0.333	0.333
TOTAL FTEs	**4.833**	**4.833**	**4.833**	**4.908**	**4.908**

Hospitality & Downtown – Convention Center

FY 2020 Fund Summary & Personnel Schedule



CITY OF BASTROP

FUND	DEPARTMENT	DIVISION
501 HOTEL TAX FUND	85 HOSPITALITY AND	80 MAIN STREET PROGRAM

SUMMARY

CATEGORIES	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
PERSONNEL	$0	$216,300	$147,601	$143,372	$166,028
SUPPLIES AND MATERIALS	$0	$9,100	$8,585	$11,900	$11,150
OCCUPANCY	$0	$2,300	$1,500	$1,800	$1,800
CONTRACTUAL SERVICES	$0	$14,000	$14,000	$16,450	$26,450
OTHER CHARGES	$0	$267,820	$265,370	$261,120	$266,120
CONTINGENCY	$0	$41,000	$19,200	$37,000	$17,000
TOTAL EXPENDITURES	**$0**	**$550,520**	**$456,256**	**$471,642**	**$488,548**

PERSONNEL SCHEDULE

POSITION TITLE	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
ADMINISTRATIVE ASSISTANT	0.500	0.500	0.500	0.500	0.500
DOWNTOWN & HOSPITALITY DIRECTOR	0.750	0.750	0.750	0.000	0.000
ACM OF PUBLIC SAFETY & COMMUNITY SUPPORT	0.000	0.000	0.000	0.100	0.100
MAIN STREET MANAGER	1.000	1.000	1.000	1.000	1.000
TOTAL FTEs	**2.250**	**2.250**	**2.250**	**1.600**	**1.600**

Hospitality & Downtown – Main Street Program

FY 2020 Fund Summary & Personnel Schedule



CITY OF BASTROP

FUND	DEPARTMENT	DIVISION
501 HOTEL TAX FUND	86 BASTROP ART IN PUBLIC	00 NON-PROGRAM

SUMMARY

CATEGORIES	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
MAINTENACE AND REPAIRS	$0	$5,000	$5,000	$5,000	$5,000
CONTRACTUAL SERVICES	$0	$67,232	$64,732	$47,232	$65,814
OTHER CHARGES	$0	$23,920	$23,850	$22,500	$46,420
CONTINGENCY	$0	$50,000	$0	$50,000	$50,000
TOTAL EXPENDITURES	**$0**	**$146,152**	**$93,582**	**$124,732**	**$167,234**

Hotel Occupancy Tax Fund – BAIPP

FY 2020 Fund Summary & Personnel Schedule



CITY OF BASTROP

FUND	DEPARTMENT	DIVISION
501 HOTEL TAX FUND	87 RODEO ARENA	00 NON-PROGRAM

SUMMARY

CATEGORIES	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
SUPPLIES AND MATERIALS	$0	$0	$0	$0	$0
MAINTENACE AND REPAIRS	$0	$0	$0	$0	$0
OCCUPANCY	$0	$0	$0	$0	$0
CONTRACTUAL SERVICES	$0	$0	$0	$0	$0
OTHER CHARGES	$0	$0	$0	$0	$0
TOTAL EXPENDITURES	$0	$0	$0	$0	$0

Hotel Occupancy Tax Fund – Rodeo Arena



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Innovation Fund

BASTROPTX
Heart of the Lost Pines
Est. 1832

Innovation Fund

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The Innovation Fund is funded from excess fund balance from the General Fund and Bastrop Power & Light, representing one-time sources of revenue used to increase the efficiency and effectiveness of operations.



Innovation Fund Summary

Fund Description

The Innovation Fund is funded from excess fund balance from the General Fund and Bastrop Power & Light, representing one-time sources of revenue used to increase the efficiency and effectiveness of operations.



CITY OF BASTROP

FUND	DEPARTMENT	DIVISION
105 INNOVATION FUND	00 NON-DEPARTMENT	00 NON-DIVISION

SUMMARY

CATEGORIES	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
INTEREST INCOME	$5,070	$10,000	$24,500	$24,500	$5,000
OTHER SOURCES	$186,916	$300,000	$465,000	$30,000	$0
OTHER REVENUE	$136,293	$0	$66,944	$0	$0
TRANSFER IN	$1,256,500	$453,825	$453,825	$22,500	$0
TOTAL REVENUE	**$1,584,779**	**$763,825**	**$1,010,269**	**$77,000**	**$5,000**
SUPPLIES AND MATERIALS	$3,604	$101,400	$14,186	$0	$0
MAINTENANCE AND REPAIRS	$534	$15,575	$11,495	$60,000	$0
CONTRACTUAL SERVICES	$161,119	$1,003,604	$793,113	$63,000	$0
CAPITAL OUTLAY	$213,427	$756,160	$400,896	$510,400	$0
DEBT SERVICE	$42,002	$42,002	$42,002	$143,668	$143,668
TRANSFERS OUT	$224,616	$276,500	$276,500	$198,991	$0
TOTAL EXPENDITURES	**$645,302**	**$2,195,242**	**$1,538,192**	**$976,059**	**$143,668**

Innovation Fund Reconciliation

Proposed Expenditure	FY 2019 Budget	FY 2019 Projection	FY 2020 Proposed Budget	FY 2021 Proposed Budget	Explanation
Beginning Fund Bal	$1,431,417	$1,426,982	$899,059	$0	
Total Revenue	$763,825	$1,010,269	$77,000	$5,000	
RMS System for PD & Court	--	$(16,705)	--	--	Received credit from this project budgeted in FY 2018
Loan Payment- BP&L	$42,000	$42,002	$42,002	$42,002	Year 3 of 5 – Payment for purchase of Tyler Technology RMS/CAD System
Loan Payment- BP&L	--	--	$101,666	$101,666	Year 1 of 5 – Payment for loan to remodel City Hall.
State Park Trail	$166,679	$59,899	--	--	Projection only includes the balance of Engineering Contract for design. Balance available for re-allocation.
Server Replacements	$37,500	$37,500	--	--	Completed.
Parking Delgado Park	$60,000	$56,696	--	--	Completed.
Fire Dept. Staff PT	$82,000	$82,000	--	--	$131,040 Total; $49,000 pd. By General Fund, $82,000 Innovation Fund. FY2020 – Moved to General Fund.
Mowing Contract	$157,000	$157,000	--	--	Year 2 of Contract – Moved to Hotel Occupancy Tax Fund.
CART Funding	$20,000	$20,000	$20,000	--	Continued Support of CART.
VoteLynx System	--	$13,000	--	--	VoteLynx System was not user-friendly. Will search for alternative.
Professional Services	$155,000	$155,915	--	--	2D Drainage Study, Drainage Code Review, Fire Inspection Services. – Completed.
New Website	--	--	$30,000	--	New website – cost shared by all funds
Grant Match	$40,000	$28,800	--	--	Match for all drainage grant design phase only. Complete
Code Update – Phase 1 (Codes /Public Engagement)	$310,500	$365,109	--	--	Phase I code update, public engagement and Main St. Pop-up event. Complete
Code Update – Phase 2	$153,825	$110,825	$43,000	--	Design Manuals, Update to 2018 International Building / Fire Codes, New Forms & Staff Training

Innovation Fund Reconciliation – Page 2

Proposed Expenditure	FY 2019 Budget	FY 2019 Projection	FY 2020 Proposed Budget	FY 2021 Proposed Budget	FY 2019 Explanation
Fiscal Impact Analysis Model	$50,000	$35,000	--	--	Fiscal Impact Analysis to determine fiscal sustainability of future development. $15,000 paid out of General Fund in FY 2018. Complete
Fire Feasibility Study	$75,000	--	--	--	These funds were reallocated to the Building Bastrop project
Public Relations	$20,000	$20,000	--	--	Used for Building Bastrop Public Relations assistance.
Skate Park Phase 1	$250,000	$39,600	$210,400	--	Construction of Phase 1 of Skate Park. Scheduled to complete Fall of 2019.
City Hall/Studio Remodel	$300,000	$165,000	$300,000	--	Remodel of City Hall & Studio. A Budget Amendment was taken to increase the budget amount. Scheduled to complete fall 2019.
GovSpend License	$7,500	--	--		Used to fund additional Laser fiche licenses
Storage Appliance for City Hall	$64,160	$64,160	--	--	Current 12 TB of storage is inadequate, which significantly slows processing speed of server and creates organization-wide inefficiencies. Increasing storage of 48 TB. - Completed
Replacement Computers	$10,000	9,897	--	--	FY 2019 Computer Replacement Schedule – Completed.
Replacement Zero Turn Mower	$10,000	$8,799	--	--	Replacement of Worn-out equipment – Completed.
Chicken Capture / Relocate – FY 2019	$12,600	$1,270	--	--	Continuation of relocation of chickens / roosters from Downtown.
Replace SCBA Bottles	$16,400	--	--	--	The decision was made to go with new SCBA packs which would require more funds. Held off on this purchase until the new packs are purchased.

Innovation Fund Reconciliation – Page 3

Proposed Expenditure	FY 2019 Budget	FY 2019 Projection	FY 2020 Proposed Budget	FY 2021 Proposed Budget	FY 2019 Explanation
Makers Space Furniture	$4,000	--	--	--	Furniture specific to Makers Space equipment & space. – Is being re-appropriated from other Library funds.
Bob Bryant Replacement Slides	$11,000	$10,248	--		Life-safety. Completed.
SCBA Refurbishment	$71,000	--	--	--	This amount was for refurbishing the packs we currently have which would only give us 2 more years of service. New packets will be good for 15 years and are compatible with ESD 2 during mutual aid calls. New packs will require additional funding.
Trailer	$7,000	$4,290	--	--	Replacement trailer in Public Works. – Completed.
Radios	$11,000	$11,000	--	--	Equipment needed for Emergency Management. – Completed.
Computer Reservation System	$4,175	--	--	--	This was corrected to be for the Library - Is being re-appropriated from other Library funds.
New Utility Vehicle	$8,000	$12,663	--	--	Park Maintenance – Completed.
New Maintenance Truck	$35,000	$32,729	--	--	Public Works – Replacement Vehicle – Completed.
LaserFiche – Additional Licenses	$3,903	$11,495	--	--	Additional licenses needed for Records Management organization wide. – Completed.
New Permit Software	-	-	$30,000		New permit tracking software to ensure compliance with HB 3167.
Transfer to General Fund to meet 25% Requirement			$198,991		The available fund balance in this fund was being combined with General fund to meet the 25% requirement. Moving the balance back to General fund reduces confusion as to funds available.
TOTAL	**$2,195,242**	**$1,538,192**	**$976,059**	**$143,668**	
Ending Fund Bal	**$0**	**$899,059**	**$0**	**($138,668)**	



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Water/Wastewater Fund

BASTROPTX
Heart of the Lost Pines
Est. 1832

Water/Wastewater Fund

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"Protection of the public's health is the most essential functions of the Water and Wastewater Department.



Water/Wastewater Fund Summary

Water/Wastewater Fund Summary 5 YEAR PLAN	BUDGET FY-19	PROJECTED FY-19	PROPOSED FY-20	PROPOSED FY-21	PROPOSED FY-22	PROPOSED FY-23
BEGINNING BALANCE	$ 2,220,508	$ 1,733,347	$ 1,843,954	$ 1,880,779	$ 2,452,303	$ 2,565,438
REVENUES:						
WATER						
Water Service	$ 3,103,730	$ 3,013,137	$ 3,176,945	$ 3,282,685	$ 3,343,593	$ 3,405,853
Water Service Fees	$ 19,800	$ 19,410	$ 19,800	$ 20,200	$ 20,604	$ 21,016
Penalties	$ 39,500	$ 38,300	$ 39,500	$ 40,600	$ 41,412	$ 42,240
Water Tap Fees	$ 40,000	$ 9,000	$ 40,000	$ 40,000	$ 23,850	$ 23,850
Interest	$ 19,200	$ 24,300	$ 25,200	$ 26,400	$ 26,928	$ 27,467
Other	$ 7,500	$ 5,500	$ 6,500	$ 6,500	$ 7,500	$ 7,500
WATER TOTAL	$ 3,229,730	$ 3,109,647	$ 3,307,945	$ 3,416,385	$ 3,463,887	$ 3,527,926
WASTEWATER						
Sewer Service	$ 2,280,660	$ 2,228,440	$ 2,702,819	$ 3,282,608	$ 3,763,937	$ 4,419,408
Sewer Tap Fees*	$ 10,000	$ 5,000	$ 10,000	$ 10,000	$ 12,000	$ 12,000
Penalties	$ 25,500	$ 25,000	$ 25,500	$ 26,010	$ 26,530	$ 27,061
Wholesale Sewer Contracts	$ 148,000	$ 146,000	$ 148,000	$ 150,000	$ 153,000	$ 156,060
Interest	$ 12,800	$ 16,200	$ 16,800	$ 17,600	$ 17,952	$ 18,311
Other	$ 500	$ 500	$ 500	$ 500	$ 500	$ 500
WASTEWATER TOTAL	$ 2,477,460	$ 2,421,140	$ 2,903,619	$ 3,486,718	$ 3,973,919	$ 4,633,340
TOTAL REVENUES	$ 5,707,190	$ 5,530,787	$ 6,211,564	$ 6,903,103	$ 7,437,806	$ 8,161,266
TOTAL RESOURCES	$ 7,927,698	$ 7,264,134	$ 8,055,518	$ 8,783,882	$ 9,890,109	$ 10,726,704
EXPENDITURES:						
Administration	$ 1,107,195	$ 1,114,947	$ 1,264,918	$ 1,222,019	$ 1,317,219	$ 1,354,258
Distribution/ Collection/ Liftstation	$ 758,758	$ 742,000	$ 815,815	$ 801,972	$ 878,855	$ 903,319
Production/ Treatment	$ 1,152,183	$ 949,955	$ 971,774	$ 1,058,229	$ 1,032,467	$ 1,060,152
Wastewater Treatment Plant	$ 905,283	$ 729,713	$ 786,539	$ 798,116	$ 841,211	$ 863,601
(1) Debt Service Transfer	$ 1,641,565	$ 1,641,565	$ 1,303,193	$ 2,326,243	$ 2,629,919	$ 3,052,911
Capital replacement Reserve	$ 125,000	$ 125,000	$ 125,000	$ 125,000	$ 125,000	$ 125,000
TOTAL EXPENDITURES	$ 5,689,984	$ 5,303,180	$ 5,267,239	$ 6,331,579	$ 6,824,671	$ 7,359,241
NET INCOME (LOSS)	$ 17,206	$ 227,607	$ 944,325	$ 571,524	$ 613,135	$ 802,024
ENDING FUND BALANCE	$ 2,237,714	$ 1,960,954	$ 2,788,279	$ 2,452,303	$ 3,065,438	$ 3,367,462
Fund Balance % of Operating Expense	*39%*		*53%*	*39%*	*45%*	*46%*
Transfer to VERF - New Trucks	$ 117,000	$ 117,000	$ -			
Other Capital Projects	$ 15,000	$ -				
Total Capital Projects	$ 132,000	$ 117,000	$ -	$ -	$ -	$ -
Fund Balance after One-time Expenses	$ 2,105,714	$ 1,843,954	$ 2,788,279	$ 2,452,303	$ 3,065,438	$ 3,367,462
Fund Balance %	*37%*	*35%*	*53%*	*39%*	*45%*	*46%*
Transfer to Innovation Fund	$ -	$ -	$ 7,500			
Transfer to W/WW Capital Fund	$ -	$ -	$ 900,000		$ 500,000	
Reserve Requirement 35%	*$ 1,991,494*	*$ 1,856,113*	*$ 1,843,534*	*$ 2,216,053*	*$ 2,388,635*	*$ 2,575,735*
ENDING FUND BAL AFTER TRANSFERS	$ 2,105,714	$ 1,843,954	$ 1,880,779	$ 2,452,303	$ 2,565,438	$ 3,367,462

Water/Wastewater Fund Summary

Utility System Overview

On March 24, 2018, Council held a five (5)-hour Special Work Session to discuss current conditions and reached consensus on a plan of action. Consensus was reached to construct a new consolidated Wastewater Treatment Plant on the City's 26-acre site on FM 304 and a consolidated Water Treatment Plant at XS Ranch. Since that time, several of the projects to reach those broad goals have been completed or are underway. The Wastewater plant will be submitted the Texas Commission on Environmental Quality (TCEQ) by the end of September 2019 in order to award a contract for construction by July 2020. Additionally, the preliminary design technical memorandum for the water treatment plant will be completed and presented to City Council in November of 2019 bringing us one step closer to building the plant located at XS Ranch.

Water/Wastewater Rates

Proposed Wastewater Rate Increase

Knowing that a significant rate increase will be required to cover debt payments for the wastewater treatment plant by FY 2021, when the plant is expected to go on-line, Council determined that the expected rate increase should be spread over the three (3) years. **Therefore, the minimum charge for wastewater will be $41.97 per month, an increase of $5.00 per month, effective January 1, 2020.** This increase is expected to generate an additional $163,215 in revenue this budget.

Rate Modeling

During FY 2019, the City contracted to have a rate model created to help forecast rates based on growth projections, capital costs, and debt requirements. This model is complete and being used to forecast projected revenue and expenditures. The model allows staff to plug in rate increases as needed to meet the debt coverage requirements. This model will be updated several times during the year to confirm or change the projections moving forward.

Sale of Revenue Bonds in FY 2020

Prior to FY 2019, all debt issued for water and wastewater facilities has been Certificates of Obligations (C.O.'s). Payments for these C.O.'s have been made from the Water/Wastewater Fund. However, given the length of the useful life of both the water and wastewater treatment facilities and the difference in coverage areas included in the Certificate of Convenience and Necessity (CCN), it is prudent to issue revenue bonds to fund the debt of both facilities. **In FY 2019, $1.9 million in Revenue bonds were sold to fund capital needs. These bonds were rated AA- by Standard & Poor, which is an excellent rating for a first-time sale given our size.** Staff anticipates that there will be a need to sell additional revenue bonds in FY 2020 to cover the costs of construction for the wastewater plant. However, there are some available funds in the Water and Wastewater Capital Fund to start the construction prior to the bond sale.

Steel Tariff – 25% Increase in Price

On March 8, 2018, President Trump signed an order to place a 25% tariff on steel imports. China is reducing its steel production by 20%, which is approximately 165 million tons by 2020. This has caused demand to outweigh supply for the first time in over a decade, causing a sharp rise in steel prices that could last at least through 2021. Raw steel is used in the construction of numerous different building components including reinforcing steel in structural concrete, structural steel framing, and miscellaneous metal framing and supports. Until domestic production of steel can ramp up, it is likely that prices will continue to increase.

Given the uncertainty of steel prices in our future, we can expect to see significant increases in bid prices. Preliminary costs estimates received from KSA Engineering already reflect a sharp increase in the cost of construction of the wastewater treatment plant. Proposed costs for both water and wastewater treatment plants are covered in the Capital Improvement Program (CIP) section of this budget.

Utility System Improvements

Water System Improvements

Water System – Willow Plant

Staff conducted an operational assessment on the Willow Plant in FY 2018. There are five (5) alluvial wells on the Colorado River that serve the Willow Plant. The Colorado River has numerous water sources upstream that vary daily due to agricultural and effluent discharges. Different pH levels can change dramatically daily, making treatment challenging.

All five alluvial (5) wells are permitted for 5,796,000 gallons per day. However, given the challenges with alluvial wells and the production capabilities of the pumps, Willow Plant can only produce 2,872,800 gallons per day, which is roughly 50% of permit, running the plant 24 hours a day. To ensure maximum functionality of the pumps, they are run 18 hours per day, which reduces the capacity even further.

BASTROP COMPREHENSIVE PLAN 2036 – GOAL 2.2:
Ensure long-term water system capacity for existing customers, while accommodating incremental growth and development.

In addition to being extremely inefficient, the water is considered corrosive prior to treatment. Iron bacteria grows, which can reduce flow, which requires an acid wash to fix at $150,000 per treatment. The screens used to filter water can become clogged as well.

Water System – Bob Bryant Park Plant

An operational assessment was also conducted on the Bob Bryant Park Plant in FY 2018, which has two (2) wells. One (1) well is alluvial and the other well is a deep well in the Simsboro Aquifer. This plant requires both wells to be blended at a 50/50 ratio due to a high level of dissolved solids. This process is not efficient and expensive to maintain. Because the treatment process requires blending, it limits pumping because the blending source dictates the amount available to pump. The plant was never set up with appropriate treatment, which includes filtration to treat quality and aesthetics. The plant requires a scrubber to treat methane. The water source has iron manganese, which requires a high chlorine demand.

Water System "Game Changer"

The operational assessment concluded that existing water sources are challenging and have high maintenance costs depending upon season, river depth, and water demands. Peak summer demand is very close to the system's maximum peak daily demand. There are NO options for improvement.

In FY 2018, City Council authorized the purchase of an additional 3,000-acre feet of water in the Simsboro Aquifer, which was completed in FY 2019. Combined with the 3,000-acre feet already purchased and the 1,613 acre feet in the Simsboro Aquifer used in Bob Bryant Park Plant, the City now owns 7,613 acre feet of water in the Simsboro Aquifer, providing future combined water availability of 6.8 million gallons per day pumping capacity.

Engineer estimates suggest that a consolidated water treatment plant can be built at XS Ranch for the same water rate or with a minimum increase to provide a long-term water system and improve water quality and aesthetics. Therefore, Council has authorized the building of a new water treatment plant at XS Ranch to improve water quality and ability to meet future water demands. The preliminary findings show the water quality to be far superior to the original test wells at XS Ranch. That being said the water plant will be built to be scalable and flexible as possible. As the well field expands in the future, it is important that the plant is nimble enough to combat changes in water quality.

Strategic Partnership with Aqua Water Supply Corporation

Our strategic partnership with Aqua, approved in FY 2019, provides a long-term opportunity to expand our Water Certificate of Convenience & Necessity (CCN) to match our Wastewater CCN through a long-term wholesale water agreement. In addition, it provides the City with immediate water supply redundancy that we currently do not have and helps manage peak demand until a new plant can be built.

With the agreement finalized and three emergency connections to Aqua, staff has mitigated some risk. However, with a wholesale connection point planned to be at the intersection of S.H. 20 and Hwy 71, it will ensure the long-term redundancy needed to protect our customers.

Water System Maintenance

One of the most important ways to meet Goal 2.2 of the City's Comprehensive Plan is to maintain the water system to industry standards. In FY 2019, staff executed a ten (10) year replacement schedule for all water system elements, as noted in Water System Facts.

There were 1272 valves exercised, 601 fire hydrants maintenance and approximately 3,424 customers served this year. As the system continues to grow, maintenance needs will increase for several years to come. However, as changes are made and the new plant and system component are replaced within the system, it will only become more efficient.

Water System Facts

- 70 miles of water mains
- 8 high service pumps and motors
- 10 filter canisters housing 8 filters each
- Methane stripper with 2 transfer pumps and motors
- 601 fire hydrants
- Maintain 3433 meters
- 7 water wells
- 9 system pressure release valves
- 8 turbidity meters to monitor the canisters
- 6 water storage facilities totaling 2.76 million gallons of capacity
- 1272 main line water valves
- Serve 3424 customers

Wastewater System Improvements

Wastewater Treatment Plant #1 & #2

Wastewater Treatment Plant (WWTP) #1 and #2 are in a state of disrepair and are operating beyond their useful life. WWTP #2 is a pre-manufactured system, purchased from the City of Austin for $1 in the mid-1980's. A study by Texas Tank Services, conducted in December 2017, suggests localized metal loss in the tank wall exceeds 70% at each of the five (5) levels investigated. Metal loss at one (1) measurement location, approximately five (5) feet above the base, measured at 87%. The losses were computed using estimated plate thicknesses for the original tank as no record drawings are available.

If a safety factor of 2.0 was used in the original construction, as is common for tank design, many areas currently have a safety factor of less than 1.0 based on the December 2017 assessment. A safety factor of less than 1.0 indicates a significant and immediate deficiency in the structural integrity of the tank. With so much of the wall thickness compromised, in-service rehabilitation involving adding new plates is not a prudent approach. Welding temporarily reduces the steel strength at the weld site, so the process of attaching the supplemental plates could initiate a failure. Over the next several years, significant capital projects would be required to rehabilitate the equipment and structures at WWTP #1 and WWTP #2, if these plants were to remain operational.

TCEQ Rules on Wastewater Treatment Capacity

Texas Administrative Code (TAC) Title 30. Environmental Quality Part 1. TECQ Chapter 305. Consolidated Permits Subchapter F. Permit Characteristics and Conditions. Section 305.126 (a): At 75% of daily average flow for three (3) consecutive months, start designing. At 90% of the daily average flow for three (3) consecutive months, a new plant must be permitted to be built.

The City currently processes 1,011,200 gallons per day, which is 75% of 1.4 million gallons per day (MGD). At 75%, the trigger to design a new plant, which is under design. At 90%, the trigger to permit the construction of a new plant. Construction is scheduled to start on the new plant in July 2020. The City will reach its current service unit credit (SUEs) allocation by 2021, based on anticipated growth, not including West Bastrop Village.

Wastewater Treatment Plant #3 (WWTP #3)

The City has a TCEQ permit to build a new plant under 317 rule, which expires September 1, 2019. Our application for a three (3) year extension is currently under review by TCEQ and should be approved by the end of September 2019. TCEQ issued new rule 217 in August 2008 requiring more stringent quality of water discharge. The plans for Wastewater Treatment Plant #3 are on schedule and will be let for construction in FY 2020.

Wastewater Treatment and Ancillary Components

Realizing the cost of the new wastewater treatment plant will be a large purchase for the current customers, staff realizes the need to be able to grow. With that in mind, all design decisions incorporated into WWTP #3 ensure the plant and its components are scalable and ready to grow when the demand is present.

A standardized wholesale wastewater agreement has been developed and will bring the City one step closer to meeting the City Council's goal of fiscal responsibility and sustainability.

BASTROP COMPREHENSIVE PLAN 2036 – GOAL 2.5:
Enhance wastewater system efficiency.

Wastewater System Maintenance

One of the most important ways to meet Goal 2.2 of the City's Comprehensive Plan is to maintain the system to industry standards. In FY 2018, staff developed a ten (10) year replacement schedule for all wastewater system elements, as noted in Wastewater System Facts.

Additional funding has been appropriated for annual maintenance in this budget for everything but wastewater line rehabilitation. All wastewater lines associated with failed streets will be cameraed by next year and scheduled for replacement as streets are rehabilitated as well.

Processes have been created to ensure that daily operational schedules now include required system annual maintenance. System maintenance will be scheduled throughout the year to ensure all required maintenance is conducted annually prior to year-end.

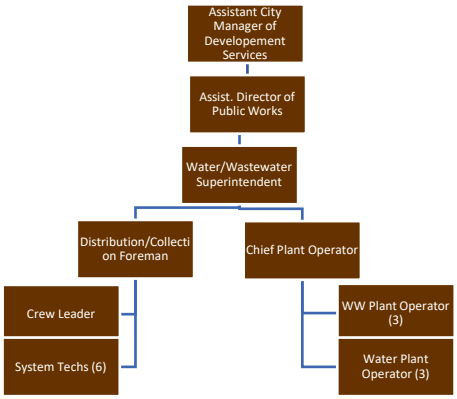
Wastewater System Facts

- 2 Wastewater Treatment Plants, WWTP #1 & #2
- 57 miles of wastewater collection lines
- 8 miles of force main lines
- 19 lift stations
- 650 manholes
- Has 2 meters (WCID and By the Way RV Park)
- 7 water wells
- Serve 3038 customers

Department Description

Water/Wastewater Fund is utilized to account for the financial activities related to the provision of water and wastewater services to residents in the City's service territory. The City's Water and Wastewater divisions are separated into four (4) subcategories: Water Distribution, Wastewater Collection, Wastewater Treatment, and Water Treatment. Water distribution is provided through 70 miles of water main lines. It provides clean water to approximately 3,433-meter connections. The system pressure helps lower cost of insurance by providing adequate fire flow at one of 601 fire hydrants. Wastewater collection conveys the wastewater leaving our homes and businesses to a wastewater treatment plant through approximately 57 miles of sewer main lines. Wastewater treatment is vital to maintaining a safe and clean drinking water source and protection of our river's ecosystem.

Organizational Chart



Goals and Objectives for FY 2020

- Provide maintenance on 70 miles of water mains, 57 miles of wastewater lines, 658 manholes, 6 alluvial wells, 1 deep well, 19 lift stations, 3433-meter connections from ¾" to 10", and 601 fire hydrants.
- Provide safe drinking water.
- Conserve the City's water source.
- Collect and treat approximately 1 million gallons of wastewater per day.
- Maintain a 98% compliance with TCEQ required drinking water standards annually.
- Maintain accuracy of well entry point meters at 97% annually.
- Maintain 3%-meter accuracy between gallons of water produced and gallons of water distributed.
- Maintain a 98% compliance rate with TCEQ required effluent discharge quality standards annually.
- Track reliability and response time to work orders for water leaks, after hours call outs and sewer stoppages.
- Ensure Wastewater Treatment Plant is under construction by end of FY 2019.

Recent Accomplishments for FY 2019

✔Installed generators at Gills Branch and Central lift stations

✔Continued to provide logistical support for 50+ special events.

✔Started design of a new wastewater treatment plant.

✔Started design of a new water treatment plant.

✔Completed year 1 comprehensive list and maintenance schedules for equipment at Water & Wastewater Treatment Facilities and Lift Stations.

✔Began process to camera City sewer lines based on streets requiring rehabilitation per Pavement Condition Index Report.

✔Toilets continued to flush.

✔Water continued to run.

✔Completed Smoke Testing Schedule for FY 2019 by testing 90,200 feet (17.08 miles) of sewer main lines using 244 employee-hours at a cost of $0.13 per foot. Found and repaired 60 defects.

Water/Wastewater Fund Summary

FY 2020 Revenue Fund Summary



CITY OF BASTROP

FUND	DEPARTMENT	DIVISION
202 WATER/WASTEWWATER FUND	00 NON-DEPARTMENT	00 NON-DIVISION

SUMMARY

CATEGORIES	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
WATER REVENUES	$3,050,636	$3,203,030	$3,079,847	$3,276,245	$3,383,485
WASTEWATER REVENUES	$2,049,952	$2,464,660	$2,404,940	$2,886,819	$3,469,118
INTEREST INCOME	$71,894	$32,000	$40,500	$42,000	$44,000
MISCELLANEOUS	$6,785	$7,500	$5,500	$6,500	$6,500
OTHER SOURCES	$9,028	$0	$0	$0	$0
TOTAL REVENUE	**$5,188,295**	**$5,707,190**	**$5,530,787**	**$6,211,564**	**$6,903,103**

Revenue Summary- Water/Wastewater Fund

FY 2020 Fund Summary & Personnel Schedule



CITY OF BASTROP

FUND	DEPARTMENT	DIVISION
202 WATER/WASTEWWATER FUND	35 WATER/WASTEWATER	10 ADMINISTRATION

SUMMARY

CATEGORIES	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
PERSONNEL COSTS	$193,070	$307,460	$323,649	$415,277	$424,402
SUPPLIES AND MATERIALS	$23,158	$22,660	$19,516	$29,410	$28,050
MAINTENANCE AND REPAIRS	$4,254	$10,430	$7,805	$10,430	$8,930
OCCUPANCY	$15,652	$16,032	$14,058	$16,032	$16,032
CONTRACTUAL SERVICES	$748,832	$679,392	$729,130	$742,549	$721,385
OTHER CHARGES	$34,780	$41,220	$20,789	$41,220	$23,220
CONTINGENCY	$0	$10,000	$0	$10,000	$0
TRANSFER OUT	$0	$0	$0	$7,500	$0
TRANSFERS OUT	$4,169,181	$1,883,565	$1,883,565	$2,328,193	$2,451,243
202-35-10 TOTAL	**$5,188,927**	**$2,970,759**	**$2,998,512**	**$3,600,611**	**$3,673,262**

PERSONNEL SCHEDULE

POSITION TITLE	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
ASSISTANT PW DIRECTOR	0.500	0.500	0.500	0.500	0.500
CITY ENGINEER (50%)	0.500	0.500	0.500	0.500	0.500
ACM OF DEVELOPMENT SERVICES	0.500	0.500	0.500	0.500	0.500
PW TECHNICIAN	0.000	0.250	0.250	0.250	0.250
SPECIAL PROGRAMS COORD.	1.000	1.000	1.000	1.000	1.000
TOTAL FTEs	**2.500**	**2.750**	**2.750**	**2.750**	**2.750**

Water/Wastewater Fund - Administration

FY 2020 Fund Summary & Personnel Schedule



CITY OF BASTROP

FUND	DEPARTMENT	DIVISION
202 WATER/WASTEWWATER FUND	35 WATER/WASTEWATER	41 W/WW DISTRIBUT/COLLECT

SUMMARY

CATEGORIES	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
PERSONNEL COSTS	$431,028	$457,525	$477,041	$465,767	$478,143
SUPPLIES AND MATERIALS	$64,107	$66,382	$68,014	$96,263	$73,262
MAINTENANCE AND REPAIRS	$133,903	$168,885	$132,201	$150,499	$168,885
CONTRACTUAL SERVICES	$56,919	$61,467	$60,493	$98,251	$77,182
OTHER CHARGES	$1,922	$4,500	$4,251	$5,036	$4,500
CAPITAL OUTLAY	$14,095	$0	$0	$0	$0
TOTAL EXPENDITTURES	**$701,974**	**$758,759**	**$742,000**	**$815,815**	**$801,972**

PERSONNEL SCHEDULE

POSITION TITLE	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
FOREMAN	1.000	1.000	1.000	1.000	1.000
UTILITY FIELD SUPERINTENDENT	0.250	0.000	0.000	0.000	0.000
W/WW SYSTEMS TECH	6.000	6.000	6.000	6.000	6.000
W/WW SYSTEMS TECH CREW LEADER	1.000	1.000	1.000	1.000	1.000
TOTAL FTEs	**8.250**	**8.000**	**8.000**	**8.000**	**8.000**

Water/Wastewater Fund – Distribution & Collections

FY 2020 Fund Summary & Personnel Schedule



CITY OF BASTROP

FUND	DEPARTMENT	DIVISION
202 WATER/WASTEWWATER FUND	35 WATER/WASTEWATER	43 WATER PRODUCTION/TREAT

SUMMARY

CATEGORIES	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
PERSONNEL COSTS	$241,305	$282,708	$122,674	$277,529	$287,203
SUPPLIES AND MATERIALS	$77,273	$82,626	$70,305	$82,286	$83,750
MAINTENANCE AND REPAIRS	$254,027	$366,014	$453,697	$273,900	$265,233
OCCUPANCY	$89,756	$130,000	$131,964	$141,000	$220,000
CONTRACTUAL SERVICES	$180,981	$179,555	$168,723	$191,377	$196,361
OTHER CHARGES	$2,786	$5,680	$2,592	$5,682	$5,682
TOTAL EXPEDITURES	**$846,128**	**$1,046,583**	**$949,955**	**$971,774**	**$1,058,229**

PERSONNEL SCHEDULE

POSITION TITLE	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
CHIEF PLANT OPERATOR	0.500	0.500	0.500	0.500	0.500
W/WW PLANT OPERATOR	1.000	1.000	1.000	1.000	1.000
W/WW SUPERINTENDENT	0.500	0.500	0.500	0.500	0.500
WWW OPERATOR C	2.000	2.000	2.000	2.000	2.000
TOTAL FTEs	**4.000**	**4.000**	**4.000**	**4.000**	**4.000**

Water/Wastewater Fund – Water Production/Treatment

FY 2020 Fund Summary & Personnel Schedule



CITY OF BASTROP

FUND	DEPARTMENT	DIVISION
202 WATER/WASTEWWATER FUND	35 WATER/WASTEWATER	46 WW TREATMENT PLANT

SUMMARY

CATEGORIES	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
PERSONNEL COSTS	$237,641	$280,428	$182,492	$273,927	$284,202
SUPPLIES AND MATERIALS	$39,886	$38,910	$36,756	$40,118	$38,919
MAINTENANCE AND REPAIRS	$238,344	$331,465	$268,855	$218,014	$216,500
OCCUPANCY	$190,834	$167,548	$160,256	$167,548	$167,548
CONTRACTUAL SERVICES	$86,020	$81,252	$77,757	$81,252	$85,267
OTHER CHARGES	$1,202	$5,680	$3,597	$5,680	$5,680
CAPITAL OUTLAY	$8,217	$0	$0	$0	$0
TOTAL EXPENDITURES	**$802,144**	**$905,283**	**$729,713**	**$786,539**	**$798,116**

PERSONNEL SCHEDULE

POSITION TITLE	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
CHIEF PLANT OPERATOR	0.500	0.500	0.500	0.500	0.500
W/WW PLANT OPERATOR	1.000	1.000	1.000	1.000	1.000
W/WW SUPERINTENDENT	0.500	0.500	0.500	0.500	0.500
WWW OPERATOR B	1.000	1.000	1.000	1.000	1.000
WWW PLANT OPERATOR	1.000	1.000	1.000	1.000	1.000
TOTAL FTEs	**4.000**	**4.000**	**4.000**	**4.000**	**4.000**

Water/Wastewater Fund – Treatment Plant

FY 2020 Fund Summary & Personnel Schedule



CITY OF BASTROP

FUND	DEPARTMENT	DIVISION
250 CIP W/WW UTILITY FUND	00 NON-DEPT	00 NON-DIV

SUMMARY

CATEGORIES	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
INTEREST INCOME	$0	$30,000	$55,000	$45,000	$5,000
TRANSFERS IN	$2,725,000	$125,000	$125,000	$3,025,000	$125,000
TOTAL REVENUE	**$2,725,000**	**$155,000**	**$180,000**	**$3,070,000**	**$130,000**
CAPITAL OUTLAY	$0	$2,400,000	$1,607,105	$2,300,400	$200,000
TRANSFERS OUT	$0	$0	$0	$0	$0
TOTAL WATER CIP EXPENDITURES	**$0**	**$2,400,000**	**$1,607,105**	**$2,300,400**	**$200,000**
CAPITAL OUTLAY	$0	$182,500	$169,292	$1,850,000	$0
TOTAL WASTEWATER CIP EXPENDITURES	**$0**	**$182,500**	**$169,292**	**$1,850,000**	**$0**

Water/Wastewater Fund – Capital Improvement Program

Performance Measures by Water & Wastewater Division

Water Treatment

	FY 2018	FY 2019 Target Outcome	Goal FY 2020	Goal FY 2021
Maintain a 98% compliance rate with the state required drinking water quality standards	100%	98%	100%	100%
Maintain Accuracy of well entry point meters at 97% annually	98%	< 3% variance	98%	98%
Perform annual water loss audit	12%	<15%	< 15%	<15%
Work orders completed or scheduled	100% with 48 hours of receiving	100% with 48 hours of receiving	100% with 48 hours of receiving	100% with 48 hours of receiving

Waste Water Treatment

	FY 2018	FY 2019 Target Outcome	Goal FY 2020	Goal FY 2021
Maintain a 98% percent compliance with state required effluent discharge quality standards annually	100%	98%	100%	100%
Have a response time of 25 minutes for SCADA automated call outs 95% of the time	100%	100% of annually	100% of annually	100% of annually
Track Reliability & Response time to after hour call outs.	100% with 48 hours of receiving	100% with 48 hours of receiving	100% with 48 hours of receiving	100% with 48 hours of receiving

W/WW Collection and Distribution

	FY 2018	FY 2019 Target Outcome	Goal FY 2020	Goal FY 2021
Maintain 1272 Valves annually	1272	100% of Valves	1272	100% of Valves
Track Percentage of annual water used from hydrant flushing	100% annually	100% annually	100% annually	100% annually
Track # of emergency water leaks repaired	100% annually	100% annually (109)	100% annually	100% annually
Track # of Sewer Stops	100% annually	100% annually (74)	100% annually	100% annually
Track reliability & response time to work orders for water leaks, after hours call outs, and sewer stoppages	100% with 2 hours of receiving	100% with 2 hours of receiving	100% with 2 hours of receiving	100% with 2 hours of receiving
Hydrants maintenance	601	100%	601	100%

Water / Wastewater



Capital Improvement Projects

BASTROPTX
Heart of the Lost Pines
Est. 1832

Capital Improvement Projects

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"The Capital Improvement Program (CIP) Budget is a separate budget from the Operating Budget. Items included in the CIP are usually construction projects or major capital purchases designed to improve and maintain the value of the City's assets."



Capital Improvement Project (CIP) Fund Summary

Capital Improvement Program (CIP) Fund Summary

All water, wastewater, drainage, and transportation projects in this CIP Program are considered essential. Given current conditions and existing inefficiencies of infrastructure, Council has clearly stated that providing funding to meet the fiscal stewardship and maintenance responsibilities of the City's assets is a policy decision. Not completing any of these projects is not considered an option. There are two (2) quality of life projects included in this CIP due to awarded grant funding and previous Council commitments made to the community.



The CIP Program is well underway and multiple projects are in an advanced stage of design or ready to let for construction. Council and Staff build multi-year maintenance plans for all City infrastructure, it is important that the asset meets or exceeds it's the

useful life of the asset. Many of the projects in this multi-year CIP are simply essential to providing everyday services to the public and are the foundation of which cities are built. The Water, Wastewater, Transportation and Drainage projects are strategically planned to provide services to our city for the 100 years.

There are five (5) sections in this year's CIP. Those sections include (1) Drainage, (2) Quality of Life, (3) Transportation, (4) Water, and (5) Wastewater and are presented in alphabetical order. Each section project has its own individual sheet that includes a Project Description/Location, Justification, Picture, Estimated Project Costs, and Funding Sources.

The outstanding cost estimate increased from FY 2019 amounts due to Gills Branch Improvement and Old Iron Bridge estimate of probably costs received during FY 2019.

A summary of this CIP by category is as follows:

CIP Category	Total Outstanding Cost
Drainage CIP – 5 Projects	$6,846,197
Quality of Life CIP – 4 Projects	$2,959,537
Transportation CIP – 5 Projects	$14,088,874
Water CIP – 6 Projects	$14,310,364
Wastewater CIP – 7 Projects	$41,237,594
TOTAL CIP Outstanding Costs	**$79,442,566***

**ALL Project totals are subject to change once individual project design is complete and an Engineer's Opinion of Probable Cost is issued. Water/Wastewater Projects are currently being engineered. Engineer's Opinion of Probable Cost will be determined and future rates identified before the City sells revenue bonds to cover any costs of constructions. Price of steel has significantly increased recently. More information regarding the Water/Wastewater Projects can be found in the Water/Wastewater Fund Summary. BEDC is providing funding for Agnes Road expansion.*

SUMMARY OF ALL DRAINAGE PROJECTS

	Total Proj	Exp YTD	Total O/S
Public Works Detention Pond	$ 549,500	$ 47,700	$ 501,800
Pine St. Drainage Improv.	$ 576,025	$ 53,525	$ 522,500
Gills Branch Drainage Channel Repair	$ 157,825	$ 15,900	$ 141,925
Gills Branch Improvements	$ 5,492,872	$ -	$ 5,492,872
Jasper/Newton Drainage Improv.	$ 213,400	$ 26,300	$ 187,100
	$ 6,989,622		$ 6,846,197

SUMMARY OF ALL DRAINAGE PROJECTS FY2017-FY2022

Estimated Project Cost(s)	YR 16/17	YR 17/18	YR 18/19	YR 19/20	YR 20/21	YR 21/22	TOTAL
Acquistions (ROW/Easements/Land)	$0	$0	$0	$0	$0	$0	$0
Design	$0	$0	$131,100	$229,500	$385,000	$435,000	$1,180,600
Construction (+10%)	$0	$0	$0	$1,276,025	$974,599	$3,333,273	$5,583,897
Other	$12,325	$0	$0	$62,800	$0	$150,000	$225,125
Total Project Cost	**$12,325**	**$0**	**$131,100**	**$1,568,325**	**$1,359,599**	**$3,918,273**	**$6,989,622**

Cost Notes: *See individual project sheets for detail.*

Funding Source(s)	YR 16/17	YR 17/18	YR 18/19	YR 19/20	YR 20/21	YR 21/22	TOTAL
Impact Fees	$0	$0	$0	$0	$0	$0	$0
Revenue Bonds	$0	$0	$0	$0	$0	$0	$0
CO Bonds	$0	$0	$15,900	$317,042	$1,359,599	$3,918,273	$5,610,814
Current Bonds	$0	$0	$0	$0	$0	$0	$0
Fund Balance	$3,081	$0	$28,800	$0	$0	$0	$31,881
Interest	$0	$0	$0	$0	$0	$0	$0
Other Source(s)	$9,244	$0	$86,400	$1,251,283	$0	$0	$1,346,927
Total Project Funding	**$12,325**	**$0**	**$131,100**	**$1,568,325**	**$1,359,599**	**$3,918,273**	**$6,989,622**

Funding Source Notes: See individual project sheets for detail.

Funding Surplus/(Deficit)	$0	$0	$0	$0	$0	$0	**$0**

CITY OF BASTROP, TEXAS
CAPITAL IMPROVEMENTS PROGRAM

PUBLIC WORKS DETENTION POND

Project Category: Utilities | **Sub-category:** Drainage

Recommended by: *Engineer / Public Works* | **Responsible Dept.: Public Works**

Project Description/Location: Mitigate flooding impacts by expanding the existing detention pond adjacent to the City of Bastrop Public Works facility. TDEM is reviewing from June - Aug. 2019. If Funded the Bid package will be prepared by the end of September 2019.October-November 2019 we will open bids and award the contract. December execute contracts and issue a notice to proceed. Construction will be Jan- June of 2020.

Justification: The north area of Bastrop has experienced flooding during previous rain events. Expanding the capacity of the existing detention pond will accommodate larger storm events.



Notes: Phase I has been approved for funding through HMGP DR-4272-024. This phase only funds design of the project. Phase II is for construction and will be awarded once the design is complete. BEFCO is the Engineer of Record.

Estimated Project Cost(s)	YR 16/17	YR 17/18	YR 18/19	YR 19/20	YR 20/21	> YR 20/21	TOTAL
Acquistions (ROW/Easements/Land)	$0	$0	$0	$0	$0	$0	$0
Design	$0	$0	$43,700	$14,500	$0	$0	$58,200
Construction (+10%)	$0	$0	$0	$462,000	$0	$0	$462,000
Other	$4,000	$0	$0	$25,300	$0	$0	$29,300
Total Project Cost	**$4,000**	**$0**	**$43,700**	**$501,800**	**$0**	**$0**	**$549,500**

Cost Notes: *Design costs include engineering design and environmental permitting. Other costs include grant administration fees. These costs are for both Phase I & Phase II*

Funding Source(s)	YR 16/17	YR 17/18	YR 18/19	YR 19/20	YR 20/21	> YR 20/21	TOTAL
Impact Fees	$0	$0	$0	$0	$0	$0	$0
Revenue Bonds	$0	$0	$0	$0	$0	$0	$0
CO Bonds	$0	$0	$0	$125,450	$0	$0	$125,450
GO Bonds	$0	$0	$0	$0	$0	$0	$0
Fund Balance	$1,000	$0	$10,925	$0	$0	$0	$11,925
Interest	$0	$0	$0	$0	$0	$0	$0
Other Source(s)	$3,000	$0	$32,775	$376,350	$0	$0	$412,125
Total Project Funding	**$4,000**	**$0**	**$43,700**	**$501,800**	**$0**	**$0**	**$549,500**

Funding Source Notes: Additional funding (up to 75%) will be provided through the FEMA HMGP**.** The City's portion will be paid by 2018 Certificate of Obligations Series.

Funding Surplus/(Deficit)	$0	$0	$0	$0	$0	$0	**$0**

CITY OF BASTROP, TEXAS
CAPITAL IMPROVEMENTS PROGRAM

PINE STREET DRAINAGE IMPROVEMENTS

Project Category: Utilities | **Sub-category:** Drainage

Recommended by: *Engineering* | **Responsible Dept.:** Engineering

Project Description/Location: To improve the flow conditions along Pine Street between SH 95 and Gills Branch. The Pine St. drainage channel will be improved. Currently TDEM is reviewing from June - Aug. 2019. If Funded the Bid package will be prepared by the end of September 2019.October-November 2019 we will open bids and award the contract. December execute contracts and issue a notice to proceed. Construction will be Jan- June of 2020.

Justification: Areas along Gills Branch have experienced flooding due to inadequate drainage structures. This project will improve the capacity of of the channel along Pine Street between SH 95 and Gills Branch.



Notes: Phase I has been approved for funding through HMGP DR-4272-028. This phase only funds design of the project. Phase II is for construction and will be awarded once the design is complete. BEFCO is the Engineer of Record.

Estimated Project Cost(s)	YR 16/17	YR 17/18	YR 18/19	YR 19/20	YR 20/21	> YR 20/21	TOTAL
Acquistions (ROW/Easements/Land)	$0	$0	$0	$0	$0	$0	$0
Design	$0	$0	$49,500	$0	$0	$0	$49,500
Construction (+10%)	$0	$0	$0	$495,000	$0	$0	$495,000
Other	$4,025	$0	$0	$27,500	$0	$0	$31,525
Total Project Cost	**$4,025**	**$0**	**$49,500**	**$522,500**	**$0**	**$0**	**$576,025**

Cost Notes: *Design costs include engineering design and environmental permitting. Other costs include grant administration fees. These costs are for both Phase I & Phase II*

Funding Source(s)	YR 16/17	YR 17/18	YR 18/19	YR 19/20	YR 20/21	> YR 20/21	TOTAL
Impact Fees	$0	$0	$0	$0	$0	$0	$0
Revenue Bonds	$0	$0	$0	$0	$0	$0	$0
CO Bonds	$0	$0	$0	$130,625	$0	$0	$130,625
GO Bonds	$0	$0	$0	$0	$0	$0	$0
Fund Balance	$1,006	$0	$12,375	$0	$0	$0	$13,381
Interest	$0	$0	$0	$0	$0	$0	$0
Other Source(s)	$3,019	$0	$37,125	$391,875	$0	$0	$432,019
Total Project Funding	**$4,025**	**$0**	**$49,500**	**$522,500**	**$0**	**$0**	**$576,025**

Funding Source Notes: Additional funding (up to 75%) will be provided through the FEMA HMGP. City's portion will be paid by 2018 Certificate of Obligation Series.

Funding Surplus/(Deficit)	$0	$0	$0	$0	$0	$0	**$0**

CITY OF BASTROP, TEXAS
CAPITAL IMPROVEMENTS PROGRAM

GILLS BRANCH DRAINAGE CHANNEL REPAIR

Project Category: Utilities | **Sub-category:** Drainage

Recommended by: *Engineering* | **Responsible Dept.:** Engineering

Project Description/Location: This repair is to Gills Branch concrete side wall between Lover's Lane and 71 frontage. There will also be 200 CY of earthen embankment replaced. The project will advertise/bid from Aug.-Sep. 2019 and will be comleted by the end of Jan. 2020.

Justification: This project was necessary after Hurricane Harvey. The concrete side wall in Gills Branch was destroyed when the flooding in the channel occurred.

Notes: The City received the subgrant award letter August 29, 2018. This project is funded 90% by FEMA out of DR-4332-PW258.



Estimated Project Cost(s)	YR 16/17	YR 17/18	YR 18/19	YR 19/20	YR 20/21	> YR 20/21	TOTAL
Acquistions (ROW/Easements/Land)	$0	$0	$0	$0	$0	$0	$0
Design	$0	$0	$15,900	$0	$0	$0	$15,900
Construction (+10%)	$0	$0	$0	$141,925	$0	$0	$141,925
Other	$0	$0	$0	$0	$0	$0	$0
Total Project Cost	**$0**	**$0**	**$15,900**	**$141,925**	**$0**	**$0**	**$157,825**

Cost Notes:

Funding Source(s)	YR 16/17	YR 17/18	YR 18/19	YR 19/20	YR 20/21	> YR 20/21	TOTAL
Impact Fees	$0	$0	$0	$0	$0	$0	$0
Revenue Bonds	$0	$0	$0	$0	$0	$0	$0
CO Bonds (2013 Series)	$0	$0	$15,900	$14,192	$0	$0	$30,092
GO Bonds	$0	$0	$0	$0	$0	$0	$0
Fund Balance	$0	$0	$0	$0	$0	$0	$0
Interest	$0	$0	$0	$0	$0	$0	$0
Other Source(s)	$0	$0	$0	$127,733	$0	$0	$127,733
Total Project Funding	**$0**	**$0**	**$15,900**	**$141,925**	**$0**	**$0**	**$157,825**

Funding Source Notes: Additional funding (up to 90%) will be provided through FEMA. City's portion is unidentified.

Funding Surplus/(Deficit)	$0	$0	$0	$0	$0	$0	**$0**

CITY OF BASTROP, TEXAS
CAPITAL IMPROVEMENTS PROGRAM

GILLS BRANCH DRAINAGE CHANNEL REPAIR

Project Category: Utilities | **Sub-category:** Drainage

Recommended by: *Engineering* | **Responsible Dept.:** Engineering

Project Description/Location: Excavation of the channel and increased culvert size at choke points to possibly include some detention ponds.

Justification: Mitigate localized flooding.

Notes: Preliminary Design for the proposed drainage improvements to Gill's Branch are being funded in FY 2020.



Estimated Project Cost(s)	YR 16/17	YR 17/18	YR 18/19	YR 19/20	YR 20/21	> YR 20/21	TOTAL
Acquistions (ROW/Easements/Land)	$0	$0	$0	$0	$0	$0	$0
Design	$0	$0	$0	$215,000	$385,000	$435,000	$1,035,000
Construction (+10%)	$0	$0	$0	$0	$974,599	$3,333,273	$4,307,872
Other	$0	$0	$0	$0	$0	$150,000	$150,000
Total Project Cost	**$0**	**$0**	**$0**	**$215,000**	**$1,359,599**	**$3,918,273**	**$5,492,872**

Cost Notes:

Funding Source(s)	YR 16/17	YR 17/18	YR 18/19	YR 19/20	YR 20/21	> YR 20/21	TOTAL
Impact Fees	$0	$0	$0	$0	$0	$0	$0
Revenue Bonds	$0	$0	$0	$0	$0	$0	$0
CO Bonds	$0	$0	$0	$0	$1,359,599	$3,918,273	$5,277,872
GO Bonds	$0	$0	$0	$0	$0	$0	$0
Fund Balance	$0	$0	$0	$0	$0	$0	$0
Interest	$0	$0	$0	$0	$0	$0	$0
Other Source(s)	$0	$0	$0	$215,000	$0	$0	$215,000
Total Project Funding	**$0**	**$0**	**$0**	**$215,000**	**$1,359,599**	**$3,918,273**	**$5,492,872**

Funding Source Notes: Other funding in FY 2020 is a Limited Tax Note

Funding Surplus/(Deficit)	$0	$0	$0	$0	$0	$0	**$0**

CITY OF BASTROP, TEXAS
CAPITAL IMPROVEMENTS PROGRAM

JASPER & NEWTON STREET DRAINAGE IMPROVEMENTS

Project Category: Utilities	**Sub-category: Drainage**
Recommended by: *Engineering*	**Responsible Dept.:** Engineering

Project Description/Location: Mitigate flooding impacts by improving the flow conditions at the intersection of Jasper Street and MLK Drive, as well as along the railroad near Newton Street. General improvements include re-building the street intersection and installing new ditches to route stormwater flows more efficiently. Schedule: Kick off meeting Aug. 16th Sep/Oct 2019 bid & award. Construction Oct. 2019- Jan. 2020

Justification: Areas along Gills Branch have experienced flooding due to inadequate drainage structures. This project will improve the capacity of of the channel along Pine Street between SH 95 and Gills Branch.



Notes: Phase I was approved for funding through HMGP DR-4269-010. This phase only funded the design of the project. Phase II was also awarded for construction. BEFCO is the Engineer of Record.

Estimated Project Cost(s)	YR 16/17	YR 17/18	YR 18/19	YR 19/20	YR 20/21	> YR 20/21	TOTAL
Acquistions (ROW/Easements/Land)	$0	$0	$0	$0	$0	$0	$0
Design	$0	$0	$22,000	$0	$0	$0	$22,000
Construction (+10%)	$0	$0	$0	$177,100	$0	$0	$177,100
Other	$4,300	$0	$0	$10,000	$0	$0	$14,300
Total Project Cost	**$4,300**	**$0**	**$22,000**	**$187,100**	**$0**	**$0**	**$213,400**

Cost Notes: *Design costs include engineering design and environmental permitting. Other costs include grant administration fees. These costs are for both Phase I & Phase II*

Funding Source(s)	YR 16/17	YR 17/18	YR 18/19	YR 19/20	YR 20/21	> YR 20/21	TOTAL
Impact Fees	$0	$0	$0	$0	$0	$0	$0
Revenue Bonds	$0	$0	$0	$0	$0	$0	$0
CO Bonds (2013 & 2018)	$0	$0	$0	$46,775	$0	$0	$46,775
GO Bonds	$0	$0	$0	$0	$0	$0	$0
Fund Balance (105)	$1,075	$0	$5,500	$0	$0	$0	$6,575
Interest	$0	$0	$0	$0	$0	$0	$0
Other Source(s)	$3,225	$0	$16,500	$140,325	$0	$0	$160,050
Total Project Funding	**$4,300**	**$0**	**$22,000**	**$187,100**	**$0**	**$0**	**$213,400**

Funding Source Notes: Additional funding (up to 75%) will be provided through the FEMA HMGP. City's portion of construction will be paid by 2018 Certificate of Obligation Series.

Funding Surplus/(Deficit)	$0	$0	$0	$0	$0	$0	**$0**

SUMMARY OF ALL QUALITY OF LIFE PROJECTS

	Total Proj	Exp YTD	Total O/S
State Park Trail	$ 1,539,590	$ 115,346	$ 1,424,244
Skate Park - Phase I	$ 366,000	$ 56,100	$ 309,900
Sidewalk Connectivity	$ 484,750	$ -	$ 484,750
Downtown River Loop Project (EDC)	$ 796,080	$ 55,437	$ 740,643
	$ 3,186,420		$ 2,959,537

SUMMARY OF ALL QUALITY OF LIFE PROJECTS FY2017-FY2022

Estimated Project Cost(s)	YR 16/17	YR 17/18	YR 18/19	YR 19/20	YR 20/21	YR 21/22	TOTAL
Acquistions (ROW/Easements/Land)	$0	$0	$0	$0	$0	$0	$0
Design	$0	$57,707	$128,233	$107,465	$0	$0	$293,405
Construction (+10%)	$0	$0	$0	$2,691,790	$0	$0	$2,691,790
Other	$0	$20,006	$20,937	$160,282	$0	$0	$201,225
Total Project Cost	**$0**	**$77,713**	**$149,170**	**$2,959,537**	**$0**	**$0**	**$3,186,420**

Cost Notes: *See individual project sheets for detail.*

Funding Source(s)	YR 16/17	YR 17/18	YR 18/19	YR 19/20	YR 20/21	YR 21/22	TOTAL
Impact Fees	$0	$0	$0	$0	$0	$0	$0
Revenue Bonds	$0	$0	$0	$0	$0	$0	$0
CO Bonds	$0	$0	$0	$0	$0	$0	$0
Current Bonds	$0	$0	$0	$0	$0	$0	$0
Fund Balance	$0	$71,947	$99,499	$210,400	$0	$0	$381,846
Interest	$0	$0	$0	$0	$0	$0	$0
Other Source(s)	$0	$5,766	$49,671	$2,749,137	$0	$0	$2,804,574
Total Project Funding	**$0**	**$77,713**	**$149,170**	**$2,959,537**	**$0**	**$0**	**$3,186,420**

Funding Source Notes: See individual project sheets for detail.

Funding Surplus/(Deficit)	$0	$0	$0	$0	$0	$0	**$0**

CITY OF BASTROP, TEXAS
CAPITAL IMPROVEMENTS PROGRAM

STATE PARK TRAIL

Project Category: Quality of Life	**Sub-category: Trails**
Recommended by: *Planning Dept.*	**Responsible Dept.:** *Engineering Dept.*

Project Description/Location: 1.0-mile multi-use pedestrian path between the Bastrop State Park and Chestnut Street along State HWY 21 with pedestrian crossings at SH 95 and SH Loop 150. TxDOT is currently reviewing the final alignment. The pedesrtian crossing at SH 95 has been proposed. We are currently waiting on a letter from TxDOT to determine the fesibility of the final alignment on SH 21 and concerns with the future expansion.

Justification: Provide pedestrian connectivity between the State Park and the City's existing sidewalk network.

Notes: MWM is the Engineer of Record and is currently working on the design. Estimated project time is 14-16 months.



Estimated Project Cost(s)	YR 16/17	YR 17/18	YR 18/19	YR 19/20	YR 20/21	> YR 21/22	TOTAL
Acquistions (ROW/Easements/Land)	$0	$0	$0	$0	$0	$0	$0
Design	$0	$35,441	$59,899	$77,565	$0	$0	$172,905
Construction (+10%)	$0	$0	$0	$1,300,000	$0	$0	$1,300,000
Other	$0	$20,006	$0	$46,679	$0	$0	$66,685
Total Project Cost	**$0**	**$55,447**	**$59,899**	**$1,424,244**	**$0**	**$0**	**$1,539,590**

Cost Notes: *Text*

Funding Source(s)	YR 16/17	YR 17/18	YR 18/19	YR 19/20	YR 20/21	> YR 21/22	TOTAL
Impact Fees	$0	$0	$0	$0	$0	$0	$0
Revenue Bonds	$0	$0	$0	$0	$0	$0	$0
CO Bonds	$0	$0	$0	$0	$0	$0	$0
Current Bonds	$0	$0	$0	$0	$0	$0	$0
Fund Balance (105)	$0	$55,447	$59,899	$0	$0	$0	$115,346
Interest	$0	$0	$0	$0	$0	$0	$0
Other Source(s)	$0	$0	$0	$1,424,244	$0	$0	$1,424,244
Total Project Funding	**$0**	**$55,447**	**$59,899**	**$1,424,244**	**$0**	**$0**	**$1,539,590**

Funding Source Notes: Project construction is partially funded (80%) by TxDOT STP-MM grant. Design costs are funded by the Innovation Fund. The Construction phase is partially funded through a grant of $1,040,000 with the balance of funding unidentified.

Funding Surplus/(Deficit)	$0	$0	$0	$0	$0	$0	**$0**

CITY OF BASTROP, TEXAS
CAPITAL IMPROVEMENTS PROGRAM

SIDEWALK CONNECTIVITY

Project Category: Quality of Life	**Sub-category:** Public Works
Recommended by: *Public Works Dept.*	**Responsible Dept.:** *Public Works Dept.*

Project Description/Location: Provide better connectivity from North Bastrop to local Parks by completing gaps in sidewalks from Linden Street to Bob Bryant Park. This project has been on hold while the walkability of the entire city is being revaluated. However, the funding while secure is finite and the goal is to make sure the best possible location is determined. Once the Transportation Master plan is updtaed we will proceed with the project.

Justification: Walkability will be a vital part of Bastrops future. It promotes fiscal sustainability and connects people not just neighborhoods.

Notes: Annual maintenance estimates will be determined as part of the Public Realm budget



Estimated Project Cost(s)	YR 16/17	YR 17/18	YR 18/19	YR 19/20	YR 20/21	> YR 21/22	TOTAL
Acquistions (ROW/Easements/Land)	$0	$0	$0	$0	$0	$0	$0
Design	$0	$0	$0	$0	$0	$0	$0
Construction (+10%)	$0	$0	$0	$420,000	$0	$0	$420,000
Other	$0	$0	$0	$64,750	$0	$0	$64,750
Total Project Cost	**$0**	**$0**	**$0**	**$484,750**	**$0**	**$0**	**$484,750**

Cost Notes:

Funding Source(s)	YR 16/17	YR 17/18	YR 18/19	YR 19/20	YR 20/21	> YR 21/22	TOTAL
Impact Fees	$0	$0	$0	$0	$0	$0	$0
Revenue Bonds	$0	$0	$0	$0	$0	$0	$0
CO Bonds	$0	$0	$0	$0	$0	$0	$0
Current Bonds	$0	$0	$0	$0	$0	$0	$0
Fund Balance	$0	$0	$0	$0	$0	$0	$0
Interest	$0	$0	$0	$0	$0	$0	$0
Other Source(s)	$0	$0	$0	$484,750	$0	$0	$484,750
Total Project Funding	**$0**	**$0**	**$0**	**$484,750**	**$0**	**$0**	**$484,750**

Funding Source Notes: This project is being funded through traffic safety funds through the designated fund up to $435,000. The rest of the funding is unidentified at this time.

Funding Surplus/(Deficit)	$0	$0	$0	$0	$0	$0	**$0**

CITY OF BASTROP, TEXAS
CAPITAL IMPROVEMENTS PROGRAM

SKATE PARK - PHASE I

Project Category: Quality of Life | **Sub-category:** Park

Recommended by: *Parks Board* | **Responsible Dept.:** *Parks Dept.*

Project Description/Location: This project is to design and construct a Wheeled Sports Complex at Fisherman's Park. Phase I of this complex will include 5" sidewalk, covered seating/staging, retainage/seat walls, drainage, multi-use skate plaza, stage, lighting and water fountain. The proposed schedule is as follows: Sep. 2019-Nov. Bidding and award phase. December-Jan. Award and Notice to proceed.

Justification: The City held two public forums for citizen response and the their was 82% in favor of a skatepark. The funds were set aside in the FY2019 budget.

Notes:
Design phase complete. Contruction schedule is Sept-Nov. 2019. Minimal annual maintenance required.



Estimated Project Cost(s)	YR 16/17	YR 17/18	YR 18/19	YR 19/20	YR 20/21	> YR 21/22	TOTAL
Acquistions (ROW/Easements/Land)	$0	$0	$0	$0	$0	$0	$0
Design	$0	$16,500	$39,600	$9,900	$0	$0	$66,000
Construction (+10%)	$0	$0	$0	$300,000	$0	$0	$300,000
Other	$0	$0	$0	$0	$0	$0	$0
Total Project Cost	**$0**	**$16,500**	**$39,600**	**$309,900**	**$0**	**$0**	**$366,000**

Cost Notes: *The design fee associated with observation of construction will carry over the FY2020*

Funding Source(s)	YR 16/17	YR 17/18	YR 18/19	YR 19/20	YR 20/21	> YR 21/22	TOTAL
Impact Fees	$0	$0	$0	$0	$0	$0	$0
Revenue Bonds	$0	$0	$0	$0	$0	$0	$0
CO Bonds	$0	$0	$0	$0	$0	$0	$0
Current Bonds	$0	$0	$0	$0	$0	$0	$0
Fund Balance (105)	$0	$16,500	$39,600	$210,400	$0	$0	$266,500
Interest	$0	$0	$0	$0	$0	$0	$0
Other Source(s)	$0	$0	$0	$99,500	$0	$0	$99,500
Total Project Funding	**$0**	**$16,500**	**$39,600**	**$309,900**	**$0**	**$0**	**$366,000**

Funding Source Notes: Construction costs are funded by the Innovation Fund and the Park Dedication Fund.

Funding Surplus/(Deficit)	$0	$0	$0	$0	$0	$0	**$0**

CITY OF BASTROP, TEXAS
CAPITAL IMPROVEMENTS PROGRAM

DOWNTOWN RIVER LOOP PROJECT (EDC)

Project Category: Quality of Life | **Sub-category:** Trails

Recommended by: *EDC* | **Responsible Dept.:** *Engineering Dept.*

Project Description/Location: Design, engineering and construction of a trail along Loop 150, Hwy 71 W., Hwy 71 E., Water Street and Main Street. This project is an EDC project. However the current schedule is as follows: TxDOT review complete by 8/30/19. Award project by 10/31/19. Notice to proceed by December 2019. Project completion Mat 2020.

Justification: Additional trails enhancing the walkability factor of the community.

Notes: MWM is the engineer on record for this project. It is still in design.



Estimated Project Cost(s)	YR 16/17	YR 17/18	YR 18/19	YR 19/20	YR 20/21	> YR 21/22	TOTAL
Acquistions (ROW/Easements/Land)	$0	$0	$0	$0	$0	$0	$0
Design	$0	$5,766	$28,734	$20,000	$0	$0	$54,500
Construction (+10%)	$0	$0	$0	$671,790	$0	$0	$671,790
Other	$0	$0	$20,937	$48,853	$0	$0	$69,790
Total Project Cost	**$0**	**$5,766**	**$49,671**	**$740,643**	**$0**	**$0**	**$796,080**

Cost Notes: *TXDOT advanced funding is "other".*

Funding Source(s)	YR 16/17	YR 17/18	YR 18/19	YR 19/20	YR 20/21	> YR 21/22	TOTAL
Impact Fees	$0	$0	$0	$0	$0	$0	$0
Revenue Bonds	$0	$0	$0	$0	$0	$0	$0
CO Bonds	$0	$0	$0	$0	$0	$0	$0
Current Bonds	$0	$0	$0	$0	$0	$0	$0
Fund Balance	$0	$0	$0	$0	$0	$0	$0
Interest	$0	$0	$0	$0	$0	$0	$0
Other Source(s)	$0	$5,766	$49,671	$740,643	$0	$0	$796,080
Total Project Funding	**$0**	**$5,766**	**$49,671**	**$740,643**	**$0**	**$0**	**$796,080**

Funding Source Notes: CAMPO grant for $475,200, Keep Bastrop County Beautiful Governor's Award $130,000, and BEDC the balance.

Funding Surplus/(Deficit)	$0	$0	$0	$0	$0	$0	**$0**

SUMMARY OF ALL TRANSPORTATION PROJECTS

	Total Proj	Exp YTD	Total O/S
Agnes St Partial Extension (EDC)	$ 1,425,839	$ 1,425,839	$ -
Main St. Street & Sidewalk Improv	$ 1,978,009	$ 151,380	$ 1,826,629
North Main St. & Side Street Improve.	$ 164,000	$ -	$ 164,000
Street Maintenance	$ 1,287,500	$ 103,555	$ 1,183,945
Old Iron Bridge Rehab.	$ 11,115,103	$ 200,803	$ 10,914,300
	$ 15,970,451	$ 1,881,577	$ 14,088,874

SUMMARY OF ALL TRANSPORTATION PROJECTS FY2017-FY2022

Estimated Project Cost(s)	YR 16/17	YR 17/18	YR 18/19	YR 19/20	YR 20/21	YR 21/22	TOTAL
Acquistions (ROW/Easements/Land)	$0	$0	$0	$0	$0	$0	$0
Design	$10,371	$72,942	$347,597	$853,555	$0	$0	$1,284,465
Construction (+10%)	$0	$0	$1,053,609	$1,990,629	$5,871,095	$4,687,150	$13,602,483
Other	$0	$250,000	$43,503	$0	$395,000	$395,000	$1,083,503
Total Project Cost	**$10,371**	**$322,942**	**$1,444,709**	**$2,844,184**	**$6,266,095**	**$5,082,150**	**$15,970,451**

Cost Notes: *See individual project sheets for details.*

Funding Source(s)	YR 16/17	YR 17/18	YR 18/19	YR 19/20	YR 20/21	YR 21/22	TOTAL
Impact Fees	$0	$0	$0	$0	$0	$0	$0
Revenue Bonds	$0	$0	$0	$0	$0	$0	$0
CO Bonds	$10,371	$0	$341,812	$2,844,184	$1,183,945	$0	$4,380,312
Current Bonds	$0	$0	$0	$0	$0	$0	$0
Fund Balance	$0	$0	$0	$0	$0	$0	$0
Interest	$0	$0	$0	$0	$0	$0	$0
Other Source(s)	$0	$322,942	$1,102,897	$0	$5,082,150	$5,082,150	$11,590,139
Total Project Funding	**$10,371**	**$322,942**	**$1,444,709**	**$2,844,184**	**$6,266,095**	**$5,082,150**	**$15,970,451**

Funding Source Notes: See individual project sheets for details.

Funding Surplus/ (Deficit)	$0	$0	$0	$0	$0	$0	**$0**

CITY OF BASTROP, TEXAS
CAPITAL IMPROVEMENTS PROGRAM

OLD IRON BRIDGE REHABILITATION

Project Category: Transportation	**Sub-category: Roadway**
Recommended by: *Engineering*	**Responsible Dept.: Engineering**

Project Description/Location: The Old Iron Bridge has been insoected and has an expected cost of approximately 12-14 million dollars for repair. The 2018 Bond series that funded the inspection also has enough funds to begin the 12 month design process. However the design & construction need to be coupled with an agressive fund rasing program. Once that is identified design can begin.

Justification: Studies conducted in 1992, 2001, 2009, 2011 and 2014 all show significant deterioration of structural components. Considered a public safety hazard.



Notes: Kimley-Horn is Engineer of Record. The below schedule is subject to funding availability:
Aug. 2019-July 2020 Engineering
May-Oct. 2020 Bidding & Awarding
Oct 2020-Sept. 2022 Construction

Estimated Project Cost(s)	YR 16/17	YR 17/18	YR 18/19	YR 19/20	YR 20/21	> YR 20/21	TOTAL
Acquistions (ROW/Easements/Land)	$0	$0	$0	$0	$0	$0	$0
Design	$0	$0	$199,700	$750,000	$0	$0	$949,700
Construction (+10%)	$0	$0	$0	$0	$4,687,150	$4,687,150	$9,374,300
Other	$0	$0	$1,103	$0	$395,000	$395,000	$791,103
Total Project Cost	**$0**	**$0**	**$200,803**	**$750,000**	**$5,082,150**	**$5,082,150**	**$11,115,103**

Cost Notes:

Funding Source(s)	YR 16/17	YR 17/18	YR 18/19	YR 19/20	YR 20/21	> YR 20/21	TOTAL
Impact Fees	$0	$0	$0	$0	$0	$0	$0
Revenue Bonds	$0	$0	$0	$0	$0	$0	$0
CO Bonds	$0	$0	$200,803	$750,000	$0	$0	$950,803
GO Bonds	$0	$0	$0	$0	$0	$0	$0
Fund Balance	$0	$0	$0	$0	$0	$0	$0
Interest	$0	$0	$0	$0	$0	$0	$0
Other Source(s)	$0	$0	$0	$0	$5,082,150	$5,082,150	$10,164,300
Total Project Funding	**$0**	**$0**	**$200,803**	**$750,000**	**$5,082,150**	**$5,082,150**	**$11,115,103**

Funding Source Notes: This project will be funded with 2018 Certificate of Obligation Series and other unidentified sources at this time.

Funding Surplus/ (Deficit)	$0	$0	$0	$0	$0	$0	**$0**

CITY OF BASTROP, TEXAS
CAPITAL IMPROVEMENTS PROGRAM

MAIN ST. STREET & SIDEWALK IMPROVEMENTS

Project Category: Transportation	**Sub-category: Roadway**
Recommended by: *Public Works*	**Responsible Dept.: Public Works**

Project Description/Location: This project is moving forward and gained momentum from the Pop-up event. However we are waiting on the final easements necessary to begin construction. If the easement are secured by Sep. 2019 the estimated schedule will be Finalize Exhibits/Prepare Project Manual: 1-2 mo. Advertisement/bidding Phase: 2 mo. construction Phase: 9 mo. ending Sep. 2020

Justification: The sidewalks along Main Street have fallen into disrepair due to a multitude of factors such as a lack of maintenance on private property and vegatative growth. The improvements will provide ADA compliance, improved pedstrian safety and economic sustainability downtown.

Notes: MWM Design is the Engineer of Record. Acquisition of sidewalk easements must be completed before construction can start. Construction scheduled to begin Jan 2020.



Estimated Project Cost(s)	YR 16/17	YR 17/18	YR 18/19	YR 19/20	YR 20/21	> YR 20/21	TOTAL
Acquistions (ROW/Easements/Land)	$0	$0	$0	$0	$0	$0	$0
Design	$10,371	$0	$141,009	$0	$0	$0	$151,380
Construction (+10%)	$0	$0	$0	$1,826,629	$0	$0	$1,826,629
Other	$0	$0	$0	$0	$0	$0	$0
Total Project Cost	**$10,371**	**$0**	**$141,009**	**$1,826,629**	**$0**	**$0**	**$1,978,009**

Cost Notes:

Funding Source(s)	YR 16/17	YR 17/18	YR 18/19	YR 19/20	YR 20/21	> YR 20/21	TOTAL
Impact Fees	$0	$0	$0	$0	$0	$0	$0
Revenue Bonds	$0	$0	$0	$0	$0	$0	$0
CO Bonds	$10,371	$0	$141,009	$1,826,629	$0	$0	$1,978,009
GO Bonds	$0	$0	$0	$0	$0	$0	$0
Fund Balance	$0	$0	$0	$0	$0	$0	$0
Interest	$0	$0	$0	$0	$0	$0	$0
Other Source(s)	$0	$0	$0	$0	$0	$0	$0
Total Project Funding	**$10,371**	**$0**	**$141,009**	**$1,826,629**	**$0**	**$0**	**$1,978,009**

Funding Source Notes: BEDC will pay $800,000, funded by 2014 Certificate of Obligations Series. The City will fund $1,100,000 with 2018 Certificate of Obligation Series.

Funding Surplus/ (Deficit)	$0	$0	$0	$0	$0	$0	**$0**

CITY OF BASTROP, TEXAS
CAPITAL IMPROVEMENTS PROGRAM

NORTH MAIN ST. AND SIDE STREETS IMPROVEMENTS

Project Category: Transportation	**Sub-category: Roadway**
Recommended by: *Public Works*	**Responsible Dept.: Public Works**

Project Description/Location: This project is contingent upon the completion of the Wastewater line replacement project. However the projected schedule should be from Sep.2019-Nov. 2019.

Justification: The City has received a TX Community Development Block Grant to replace wastewater lines on Maple, Magnolia, Locust and a portion of North Main Street. Once the lines are replaced, street repair will be a must. Leveraging this project with street repair provides an opportunity to greatly improve the overall pavement condition scores for this local neighborhood.

Notes: This project is being performed in conjunction with the sewer line replacement for multiple streets off N. Main St. (grant funded)



Estimated Project Cost(s)	YR 16/17	YR 17/18	YR 18/19	YR 19/20	YR 20/21	> YR 20/21	TOTAL
Acquistions (ROW/Easements/Land)	$0	$0	$0	$0	$0	$0	$0
Design	$0	$0	$0	$0	$0	$0	$0
Construction (+10%)	$0	$0	$0	$164,000	$0	$0	$164,000
Other	$0	$0	$0	$0	$0	$0	$0
Total Project Cost	**$0**	**$0**	**$0**	**$164,000**	**$0**	**$0**	**$164,000**

Cost Notes: *Surface replacement for Main street $108,000, Reclamation and pavement of Maple, Locust,& Magnolia Street $45,000 each.Work includes regrading ditches replacing driveway culverts and adding a ribbon curb to prevent future raveling of the pavement edge*.

Funding Source(s)	YR 16/17	YR 17/18	YR 18/19	YR 19/20	YR 20/21	> YR 20/21	TOTAL
Impact Fees	$0	$0	$0	$0	$0	$0	$0
Revenue Bonds	$0	$0	$0	$0	$0	$0	$0
CO Bonds	$0	$0	$0	$164,000	$0	$0	$164,000
GO Bonds	$0	$0	$0	$0	$0	$0	$0
Fund Balance	$0	$0	$0	$0	$0	$0	$0
Interest	$0	$0	$0	$0	$0	$0	$0
Other Source(s)	$0	$0	$0	$0	$0	$0	$0
Total Project Funding	**$0**	**$0**	**$0**	**$164,000**	**$0**	**$0**	**$164,000**

Funding Source Notes: $164,000 is funded through 2018 Certificate of Obligations Series.

Funding Surplus/ (Deficit)	$0	$0	$0	$0	$0	$0	**$0**

CITY OF BASTROP, TEXAS
CAPITAL IMPROVEMENTS PROGRAM

STREET MAINTENANCE PROGRAM

Project Category: Transportation	**Sub-category: Roadway**
Recommended by: *Public Works*	**Responsible Dept.: Public Works**

Project Description/Location: This project has been designed and will be bid in Oct. 2019, awarded in Nov. 2019 and begin in Dec. 2019 and continue until Sep. 2020

Justification: In FY18 the City funded a Concrete Penetration Index study to access the condition of all City streets. Staff used this information to establish an annual maintenance program.

Notes: The original plan was a two year program. The initial bids for Old Austin Hwy came back exceeding the funds available so the engineers suggested a new plan to complete Year 1 & 2 scheduled streets with one RFP issued Oct 2019 and completing construction by end of FY 2020.



Estimated Project Cost(s)	YR 16/17	YR 17/18	YR 18/19	YR 19/20	YR 20/21	> YR 20/21	TOTAL
Acquistions (ROW/Easements/Land)	$0	$0	$0	$0	$0	$0	$0
Design	$0	$0	$0	$103,555	$0	$0	$103,555
Construction (+10%)	$0	$0	$0	$0	$1,183,945	$0	$1,183,945
Other	$0	$0	$0	$0	$0	$0	$0
Total Project Cost	**$0**	**$0**	**$0**	**$103,555**	**$1,183,945**	**$0**	**$1,287,500**

Cost Notes:

Funding Source(s)	YR 16/17	YR 17/18	YR 18/19	YR 19/20	YR 20/21	> YR 20/21	TOTAL
Impact Fees	$0	$0	$0	$0	$0	$0	$0
Revenue Bonds	$0	$0	$0	$0	$0	$0	$0
CO Bonds	$0	$0	$0	$103,555	$1,183,945	$0	$1,287,500
GO Bonds	$0	$0	$0	$0	$0	$0	$0
Fund Balance	$0	$0	$0	$0	$0	$0	$0
Interest	$0	$0	$0	$0	$0	$0	$0
Other Source(s)	$0	$0	$0	$0	$0	$0	$0
Total Project Funding	**$0**	**$0**	**$0**	**$103,555**	**$1,183,945**	**$0**	**$1,287,500**

Funding Source Notes:

Funding Surplus/ (Deficit)	$0	$0	$0	$0	$0	$0	**$0**

CITY OF BASTROP, TEXAS
CAPITAL IMPROVEMENTS PROGRAM

AGNES STREET PARTIAL EXTENSION (BEDC Funded Project)

Project Category: Transportation	**Sub-category:** Roadway
Recommended by: *Engineering*	**Responsible Dept.:** BEDC

Project Description/Location: Extension of Agnes Street from Seton property to SH 304 at Home Depot Way. COMPLETE.

Justification: This infrastructure street improvement and extension will promote the development of new and expanded business projects.

Notes: Ongoing maintenance will require an additional $12,000 annually be added to street maintenance fund upon acceptance of the street by the City. This project is complete.



Estimated Project Cost(s)	YR 16/17	YR 17/18	YR 18/19	YR 19/20	YR 20/21	> YR 20/21	TOTAL
Acquistions (ROW/Easements/Land)	$0	$0	$0	$0	$0	$0	$0
Design	$0	$72,942	$6,888	$0	$0	$0	$79,830
Construction (+10%)	$0	$0	$1,053,609	$0	$0	$0	$1,053,609
Other	$0	$250,000	$42,400	$0	$0	$0	$292,400
Total Project Cost	**$0**	**$322,942**	**$1,102,897**	**$0**	**$0**	**$0**	**$1,425,839**

Cost Notes:

Funding Source(s)	YR 16/17	YR 17/18	YR 18/19	YR 19/20	YR 20/21	> YR 20/21	TOTAL
Impact Fees	$0	$0	$0	$0	$0	$0	$0
Revenue Bonds	$0	$0	$0	$0	$0	$0	$0
CO Bonds	$0	$0	$0	$0	$0	$0	$0
GO Bonds	$0	$0	$0	$0	$0	$0	$0
Fund Balance	$0	$0	$0	$0	$0	$0	$0
Interest	$0	$0	$0	$0	$0	$0	$0
Other Source(s)	$0	$322,942	$1,102,897	$0	$0	$0	$1,425,839
Total Project Funding	**$0**	**$322,942**	**$1,102,897**	**$0**	**$0**	**$0**	**$1,425,839**

Funding Source Notes: This project is funded by the Bastrop Economic Development Corporation.

Funding Surplus/(Deficit)	$0	$0	$0	$0	$0	$0	**$0**

SUMMARY OF ALL WATER PROJECTS

	Total Proj	Exp YTD	Total O/S
Elevevated Storage Tank HWY20	$ 2,925,489	$ 739,939	$ 2,185,550
Water Purchase - 3000 acre ft.	$ 1,000,000	$ 200,000	$ 800,000
Water Plant - XS Ranch	$ 9,696,635	$ 571,115	$ 9,125,520
Water Transmission Line	$ 2,458,179	$ 258,885	$ 2,199,294
16" River Crossing Water Line	$ 2,382,135	$ 2,382,135	$ -
Well J & Monitoring Well	$ 781,652	$ 781,652	$ -
	$ 19,244,090	$ 4,933,726	$ 14,310,364

SUMMARY OF ALL WATER PROJECTS FY2017-FY2022

Estimated Project Cost(s)	YR 16/17	YR 17/18	YR 18/19	YR 19/20	YR 20/21	>YR 21/22	TOTAL
Acquistions (ROW/Easements/Land)	$0	$0	$0	$70,000	$0	$0	$70,000
Design	$318,724	$181,491	$908,250	$0	$0	$0	$1,408,465
Construction (+10%)	$392,911	$2,239,500	$691,566	$5,480,400	$7,800,000	$0	$16,604,377
Financing Costs	$0	$0	$0	$52,829	$107,135	$0	$159,964
Other	$0	$0	$201,284	$200,000	$200,000	$400,000	$1,001,284
Total Project Cost	**$711,635**	**$2,420,991**	**$1,801,100**	**$5,803,229**	**$8,107,135**	**$400,000**	**$19,244,090**

Cost Notes: *See individual project sheets for details.*

Funding Source(s)	YR 16/17	YR 17/18	YR 18/19	YR 19/20	YR 20/21	>YR 21/22	TOTAL
Impact Fees	$217,655	$52,250	$79,534	$197,679	$107,135	$0	$654,253
Revenue Bonds	$0	$0	$0	$3,300,000	$7,800,000	$0	$11,100,000
CO Bonds	$0	$0	$830,000	$3,417,679	$7,907,135	$0	$12,154,814
Current Bonds	$493,980	$2,216,717	$0	$0	$0	$0	$2,710,697
Fund Balance	$0	$152,024	$1,721,566	$2,305,550	$200,000	$400,000	$4,779,140
Interest	$0	$0	$0	$0	$0	$0	$0
Other Source(s)	$0	$0	$0	$95,358	$214,270	$0	$309,628
Total Project Funding	**$711,635**	**$2,420,991**	**$2,631,100**	**$9,316,266**	**$16,228,540**	**$400,000**	**$31,708,532**

Funding Source Notes: See individual project sheets for details.

Funding Surplus/(Deficit)	$0	$0	$830,000	$3,513,037	$8,121,405	$0	**$12,464,442**

ELEVATED/GROUND STORAGE TANKS HWY 20

Project Category: Utilities | **Sub-category:** Water

Recommended by: *Water/wastewater Dept.* | **Responsible Dept.: Water/Wastewater Dept.**

Project Description/Location: Elevated storage tank (250 GAL) and Ground storage tank (250 GAL), HWY 20 and HWY 71- The site has been clear and hydro excavation on near by fiber optic cable is being performed. The project has a 360 day constrcution schedule and is scheduled to be completed May of 2020.

Justification:
This project will provide increased pressure and storage on the westside of the river. The improvements will not only provide improved fireflow, but will allow the city to serve water west of Hwy 20.

Notes:
BEFCO is the engineer of record. Design was completed May 2019 and constuction has commenced with a completion of May 2020.



Estimated Project Cost(s)	YR 16/17	YR 17/18	YR 18/19	YR 19/20	YR 20/21	> YR 21/22	TOTAL
Acquistions (ROW/Easements/Land)	$0	$0	$0	$0	$0	$0	$0
Design	$155,655	$52,250	$78,250	$0	$0	$0	$286,155
Construction (+10%)	$0	$0	$452,500	$2,180,400	$0	$0	$2,632,900
Financing Costs	$0	$0	$0	$5,150	$0	$0	$5,150
Other	$0	$0	$1,284	$0	$0	$0	$1,284
Total Project Cost	**$155,655**	**$52,250**	**$532,034**	**$2,185,550**	**$0**	**$0**	**$2,925,489**

Cost Notes: *Elevated Tank $1,490,000, Ground storage tank $1,142,000*

Funding Source(s)	YR 16/17	YR 17/18	YR 18/19	YR 19/20	YR 20/21	> YR 21/22	TOTAL
Impact Fees (Fund 305)	$155,655	$52,250	$79,534	$150,000	$0	$0	$437,439
Revenue Bonds	$0	$0	$0	$0	$0	$0	$0
CO Bonds	$0	$0	$0	$0	$0	$0	$0
Current Bonds	$0	$0	$0	$0	$0	$0	$0
Fund Balance (Fund 250)	$0	$0	$452,500	$2,035,550	$0	$0	$2,488,050
Interest	$0	$0	$0	$0	$0	$0	$0
Other Source(s)	$0	$0	$0	$0	$0	$0	$0
Total Project Funding	**$155,655**	**$52,250**	**$532,034**	**$2,185,550**	**$0**	**$0**	**$2,925,489**
Funding Source Notes:							

Funding Surplus/(Deficit)	$0	$0	$0	$0	$0	$0	**$0**

ADDITIONAL WATER SUPPLY (XS RANCH)

Project Category: Utilities	**Sub-category:** Water
Recommended by: *Water/Wastewater Dept.*	**Responsible Dept.: Water/Wastewater Dept.**

Project Description/Location: Purchase additional 3,000 acre feet of water from the XS Ranch well site. COMPLETE!

Justification: By purchasing this additional water supply, the City can consolidate all of its water production at one plant.

Notes: This agreement was executed during FY 2019 and the first installment payment processed.



Estimated Project Cost(s)	YR 16/17	YR 17/18	YR 18/19	YR 19/20	YR 20/21	>YR 21/22	TOTAL
Acquistions (ROW/Easements/Land)	$0	$0	$0	$0	$0	$0	$0
Design	$0	$0	$0	$0	$0	$0	$0
Construction (+10%)	$0	$0	$0	$0	$0	$0	$0
Financing Costs	$0	$0	$0	$0	$0	$0	$0
Other	$0	$0	$200,000	$200,000	$200,000	$400,000	$1,000,000
Total Project Cost	**$0**	**$0**	**$200,000**	**$200,000**	**$200,000**	**$400,000**	**$1,000,000**
Cost Notes:							

Funding Source(s)	YR 16/17	YR 17/18	YR 19/20	YR 20/21	YR 21/22	>YR 21/22	TOTAL
Impact Fees	$0	$0	$0	$0	$0	$0	$0
Revenue Bonds	$0	$0	$0	$0	$0	$0	$0
CO Bonds	$0	$0	$0	$0	$0	$0	$0
Current Bonds	$0	$0	$0	$0	$0	$0	$0
Fund Balance (Fund 250)	$0	$0	$200,000	$200,000	$200,000	$400,000	$1,000,000
Interest	$0	$0	$0	$0	$0	$0	$0
Other Source(s)	$0	$0	$0	$0	$0	$0	$0
Total Project Funding	**$0**	**$0**	**$200,000**	**$200,000**	**$200,000**	**$400,000**	**$1,000,000**
Funding Source Notes: *Text*							

Funding Surplus/(Deficit)	$0	$0	$0	$0	$0	$0	**$0**

CITY OF BASTROP, TEXAS
CAPITAL IMPROVEMENTS PROGRAM

16" RIVER CROSSING WATER LINE

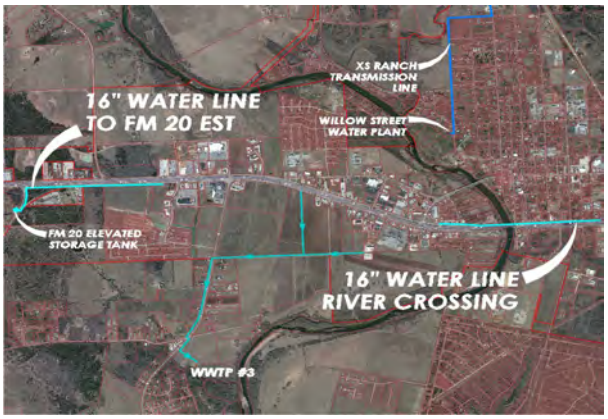
Project Category: Utilities | **Sub-category:** Water

Recommended by: *Water/Wastewater Dept.* | **Responsible Dept.: Water/Wastewater Dept.**

Project Description/Location: 16" water line (Popeyes to Sonic) and Hwy 20 to Lost Pines Toyota. COMPLETE!

Justification: This project provides system redundancy. Currently, the Bob Bryant Water Treatment Plant provides provides the majority of the water west of the colorado river. This line will connect zones 2 & 3. Zone 2 has a more prolific water source.

Notes:
This project must be done in conjuction with the elevated tank at HWY 20. This project is 95% complete.



Estimated Project Cost(s)	YR 16/17	YR 17/18	YR 18/19	YR 19/20	YR 20/21	> YR 21/22	TOTAL
Acquistions (ROW/Easements/Land)	$0	$0	$0	$0	$0	$0	$0
Design	$62,000	$90,000	$0	$0	$0	$0	$152,000
Construction (+10%)	$0	$2,115,674	$114,461	$0	$0	$0	$2,230,135
Financing Costs	$0	$0	$0	$0	$0	$0	$0
Other	$0	$0	$0	$0	$0	$0	$0
Total Project Cost	**$62,000**	**$2,205,674**	**$114,461**	**$0**	**$0**	**$0**	**$2,382,135**

Cost Notes: *Text*

Funding Source(s)	YR 16/17	YR 17/18	YR 18/19	YR 19/20	YR 20/21	> YR 21/22	TOTAL
Impact Fees (Fund 303 & 305)	$62,000	$0	$0	$0	$0	$0	$62,000
Revenue Bonds	$0	$0	$0	$0	$0	$0	$0
CO Bonds	$0	$0	$0	$0	$0	$0	$0
Current Bonds	$0	$2,053,650	$0	$0	$0	$0	$2,053,650
Fund Balance	$0	$152,024	$114,461	$0	$0	$0	$266,485
Interest	$0	$0	$0	$0	$0	$0	$0
Other Source(s)	$0	$0	$0	$0	$0	$0	$0
Total Project Funding	**$62,000**	**$2,205,674**	**$114,461**	**$0**	**$0**	**$0**	**$2,382,135**

Funding Source Notes: *Text*

Funding Surplus/(Deficit)	$0	$0	$0	$0	$0	$0	**$0**

CITY OF BASTROP, TEXAS
CAPITAL IMPROVEMENTS PROGRAM

WELL J & MONITORING WELL

Project Category: Utilities	**Sub-category: Water**
Recommended by: *Water/Wastewater Dept.*	**Responsible Dept.: Water/Wastewater Dept.**

Project Description/Location: Construction site of Well J located at XS Ranch & monitoring well location.
COMPLETE!

Justification: By purchasing this additional water supply, the City can consolidate all of its water production at one plant.



Notes: This project is 100% complete.

Estimated Project Cost(s)	YR 16/17	YR 17/18	YR 18/19	YR 19/20	YR 20/21	> YR 21/22	TOTAL
Acquistions (ROW/Easements/Land)	$0	$0	$0	$0	$0	$0	$0
Design	$101,069	$39,241	$0	$0	$0	$0	$140,310
Construction (+10%)	$392,911	$123,826	$124,605	$0	$0	$0	$641,342
Financing Costs	$0	$0	$0	$0	$0	$0	$0
Other	$0	$0	$0	$0	$0	$0	$0
Total Project Cost	**$493,980**	**$163,067**	**$124,605**	**$0**	**$0**	**$0**	**$781,652**

Cost Notes:

Funding Source(s)	YR 16/17	YR 17/18	YR 18/19	YR 19/20	YR 20/21	> YR 21/22	TOTAL
Impact Fees	$0	$0	$0	$0	$0	$0	$0
Revenue Bonds	$0	$0	$0	$0	$0	$0	$0
CO Bonds	$0	$0	$0	$0	$0	$0	$0
Current Bonds	$493,980	$163,067	$0	$0	$0	$0	$657,047
Fund Balance (250)	$0	$0	$124,605	$0	$0	$0	$124,605
Interest	$0	$0	$0	$0	$0	$0	$0
Other Source(s)	$0	$0	$0	$0	$0	$0	$0
Total Project Funding	**$493,980**	**$163,067**	**$124,605**	**$0**	**$0**	**$0**	**$781,652**

Funding Source Notes:

Funding Surplus/(Deficit)	$0	$0	$0	$0	$0	$0	**$0**

WATER PLANT (XS RANCH)

Project Category: Utilities	**Sub-category: Water**
Recommended by: *Water/Wastewater Dept.*	**Responsible Dept.: Water/Wastewater Dept.**

Project Description/Location: Construction of water plant at XS Ranch site. The preliminary design report is scheduled for completion on 11-2-19. Final design services will be brought to council on 11-26-19

Justification: This project will allow us to consolidate all of our water production from one plant by agregating our water permit from Bob Bryant Park with the 6,000 acre feet at XS Ranch. Overall production and maintenance costs will be reduced over the useful life of the asset by constructing a consolidated plant using efficient production methods.

Notes:
This project must be done in conjuction with the Well J and tramission line to Willow Plant. The engineer of record is Freese & Nichols. The scope of work is being determined for this project.



Estimated Project Cost(s)	YR 16/17	YR 17/18	YR 18/19	YR 19/20	YR 20/21	> YR 21/22	TOTAL
Acquistions (ROW/Easements/Land)	$0	$0	$0	$0	$0	$0	$0
Design	$0	$0	$571,115	$0	$0	$0	$571,115
Construction (+10%)	$0	$0	$0	$2,250,000	$6,750,000	$0	$9,000,000
Financing Costs	$0	$0	$0	$31,380	$94,140	$0	$125,520
Other	$0	$0	$0	$0	$0	$0	$0
Total Project Cost	**$0**	**$0**	**$571,115**	**$2,281,380**	**$6,844,140**	**$0**	**$9,696,635**

Cost Notes:

Funding Source(s)	YR 16/17	YR 17/18	YR 18/19	YR 19/20	YR 20/21	> YR 21/22	TOTAL
Impact Fees	$0	$0	$0	$0	$0	$0	$0
Revenue Bonds	$0	$0	$0	$2,250,000	$6,750,000	$0	$9,000,000
CO Bonds	$0	$0	$0	$0	$0	$0	$0
Current Bonds	$0	$0	$0	$0	$0	$0	$0
Fund Balance (Fund 250)	$0	$0	$571,115	$0	$0	$0	$571,115
Interest	$0	$0	$0	$0	$0	$0	$0
Other Source(s)	$0	$0	$0	$31,380	$94,140	$0	$125,520
Total Project Funding	**$0**	**$0**	**$571,115**	**$2,281,380**	**$6,844,140**	**$0**	**$9,696,635**

Funding Source Notes: Other souce includes premium on bond sale.

Funding Surplus/(Deficit)	$0	$0	$0	$0	$0	$0	**$0**

CITY OF BASTROP, TEXAS
CAPITAL IMPROVEMENTS PROGRAM

WATER TRANSMISSION LINE FROM XS RANCH TO WILLOW

Project Category: Utilities	**Sub-category: Water**
Recommended by: *Water/Wastewater Dept.*	**Responsible Dept.: Water/Wastewater Dept.**

Project Description/Location: 18" Transmission line from XS Ranch water plant to Willow Plant. This project is in conjunction with the Water treatment plant and will be part of the final design contract. The final dsign is scheduled for award at a Nov. Council meeting.

Justification: The transmission main will deliver the water from the newly installed well and treatment plant. The waterline will also provide an opportunity for infill development.

Notes: This project must be done in conjunction with Well J and the new water plant. The Engineer of Record is Freese & Nichols. The scope of work is being determined for this project.



Estimated Project Cost(s)	YR 18/19	YR 19/20	YR 18/19	YR 19/20	YR 20/21	> YR 21/22	TOTAL
Acquistions (ROW/Easements/Land)	$0	$0	$0	$70,000	$0	$0	$70,000
Design	$0	$0	$258,885	$0	$0	$0	$258,885
Construction (+10%)	$0	$0	$0	$1,050,000	$1,050,000	$0	$2,100,000
Financing Costs	$0	$0	$0	$16,299	$12,995	$0	$29,294
Other	$0	$0	$0	$0	$0	$0	$0
Total Project Cost	**$0**	**$0**	**$258,885**	**$1,136,299**	**$1,062,995**	**$0**	**$2,458,179**

Cost Notes:

Funding Source(s)	YR 18/19	YR 19/20	YR 18/19	YR 19/20	YR 20/21	> YR 21/22	TOTAL
Impact Fees	$0	$0	$0	$0	$0	$0	$0
Revenue Bonds	$0	$0	$0	$1,050,000	$1,050,000	$0	$2,100,000
CO Bonds	$0	$0	$0	$0	$0	$0	$0
Current Bonds	$0	$0	$0	$0	$0	$0	$0
Fund Balance (Fund 250)	$0	$0	$258,885	$70,000	$0	$0	$328,885
Interest	$0	$0	$0	$0	$0	$0	$0
Other Source(s)	$0	$0	$0	$16,299	$12,995	$0	$29,294
Total Project Funding	**$0**	**$0**	**$258,885**	**$1,136,299**	**$1,062,995**	**$0**	**$2,458,179**

Funding Source Notes: Other souce includes premium on bond sale.

Funding Surplus/(Deficit)	$0	$0	$0	$0	$0	$0	**$0**

SUMMARY OF ALL WASTEWATER PROJECTS

	Total Proj	Exp YTD	Total O/S
Lift Station Generators	$ 249,169	$ 249,169	$ -
Sewer Line Replace. - N. Main	$ 450,000	$ 57,000	$ 393,000
HWY 71 Sewer Line Relocate	$ 155,324	$ 155,324	$ -
Transfer LS & Forcemain to WWTP#3	$ 6,533,421	$ 574,976	$ 5,958,445
WWTP#3	$ 27,485,356	$ 1,416,210	$ 26,069,146
Westside Collection System	$ 8,278,311	$ 727,808	$ 7,550,503
Decommision Plants 1&2	$ 1,266,500	$ -	$ 1,266,500
	$ 44,418,081	$ 3,180,487	$ 41,237,594

SUMMARY OF ALL WASTEWATER PROJECTS FY2017-FY2022

Estimated Project Cost(s)	YR 16/17	YR 17/18	YR 18/19	YR 19/20	YR 20/21	YR 21/22	TOTAL
Acquistions (ROW/Easements/Land)	$0	$0	$250,000	$0	$0	$0	$250,000
Design	$14,141	$24,609	$2,388,411	$1,534,258	$1,317,181	$796,785	$6,075,385
Construction (+10%)	$0	$0	$320,364	$9,535,000	$25,705,000	$1,790,000	$37,350,364
Financing Costs	$0	$0	$329,504	$166,189	$334,681	$0	$830,374
Other	$17,849	$27,359	$2,374,282	$1,568,258	$1,323,181	$815,285	$6,126,214
Total Project Cost	**$31,990**	**$51,968**	**$5,662,561**	**$12,803,705**	**$28,680,043**	**$3,402,070**	**$50,632,337**

Cost Notes: *See individual project sheets for detail.*

Funding Source(s)	YR 16/17	YR 17/18	YR 18/19	YR 19/20	YR 20/21	YR 21/22	TOTAL
Impact Fees	$0	$0	$262,405	$0	$0	$0	$262,405
Revenue Bonds	$0	$0	$1,911,207	$10,710,258	$27,028,181	$2,605,285	$42,254,931
CO Bonds	$0	$0	$0	$0	$0	$0	$0
Current Bonds	$0	$0	$696,325	$0	$0	$0	$696,325
Fund Balance	$17,641	$27,317	$2,080,499	$10,860,258	$27,028,181	$2,605,285	$42,619,181
Interest	$0	$0	$0	$0	$0	$0	$0
Other Source(s)	$14,349	$24,651	$753,625	$409,189	$334,681	$0	$1,536,495
Total Project Funding	**$31,990**	**$51,968**	**$5,704,061**	**$21,979,705**	**$54,391,043**	**$5,210,570**	**$87,369,337**

Funding Source Notes: See individual project sheets for details.

Funding Surplus/(Deficit)	$0	$0	$41,500	$9,176,000	$25,711,000	$1,808,500	**$36,737,000**

CITY OF BASTROP, TEXAS
CAPITAL IMPROVEMENTS PROGRAM

WASTEWATER TREATMENT PLANT #3

Project Category: Utilities | **Sub-category:** Wastewater

Recommended by: *Water / Wastewater* | **Responsible Dept.:** *Water / Wastewater*

Project Description/Location: *Construction of a Wastewater Treatment Plant #3 on SH 304. The plant's initial design capacity 2MGD, but will be designed with opportunities to expand its capacity in the future. The site has a current operating permit issued by the Texas Commission on Environmental Quality (TCEQ), which will expire in September 2019. 60% design to be presented in Aug. 2019. Construction schedule is July 2019- Sep. 2021.*

Justification: *This project will provide reliable wastewater treatment and additional capacity needed to accommodate the current and future demands on Bastrop's wastewater treatment system.*

Notes:
1) This project must be done in conjunction with other projects (Transfer lift station & Force Main) (West side collectors & Interceptors)
2) The TCEQ requires additional capacity when the City's treatment level reaches 90% of its current treatment capacity. KSA Engineering is Engineer of Record. Scope of work being determined.



Estimated Project Cost(s)	YR 16/17	YR 17/18	YR 18/19	YR 19/20	YR 20/21	> YR 21/22	TOTAL
Acquistions (ROW/Easements/Land)	$0	$0	$0	$0	$0	$0	$0
Design	$0	$0	$1,303,000	$706,525	$528,525	$251,950	$2,790,000
Construction (+10%)	$0	$0	$0	$6,750,000	$17,450,000	$0	$24,200,000
Financing Costs	$0	$0	$39,752	$115,983	$222,663	$0	$378,398
Other (Citizen engagement)	$15,593	$16,365	$41,500	$19,000	$6,000	$18,500	$116,958
Total Project Cost	**$15,593**	**$16,365**	**$1,384,252**	**$7,591,508**	**$18,207,188**	**$270,450**	**$27,485,356**

Cost Notes: Land was purchased in 2004 for $667,836 with $855,245 (P&I) of debt still outstanding as 9/30/19.

Funding Source(s)	YR 16/17	YR 17/18	YR 18/19	YR 19/20	YR 20/21	> YR 21/22	TOTAL
Impact Fees (Fund 306 only)	$0	$0	$0	$0	$0	$0	$0
Revenue Bonds	$0	$0	$910,580	$7,475,525	$17,984,525	$270,450	$26,641,080
CO Bonds	$0	$0	$0	$0	$0	$0	$0
Current Bonds	$0	$0	$433,920	$0	$0	$0	$433,920
Fund Balance	$15,593	$16,365	$0	$0	$0	$0	$31,958
Interest	$0	$0	$0	$0	$0	$0	$0
Other Source(s)	$0	$0	$39,752	$115,983	$222,663	$0	$378,398
Total Project Funding	**$15,593**	**$16,365**	**$1,384,252**	**$7,591,508**	**$18,207,188**	**$270,450**	**$27,485,356**

Funding Source Notes: Sold 2019 Revenue bonds for FY19 funding, other source is the premium and interest on the bonds.

Funding Surplus/(Deficit)	$0	$0	$0	$0	$0	$0	**$0**

CITY OF BASTROP, TEXAS
CAPITAL IMPROVEMENTS PROGRAM

Westside Collection System Gravity Sewer Improvements

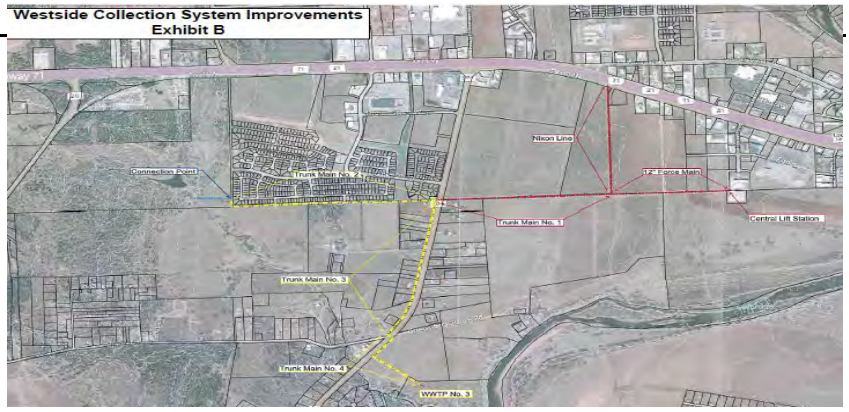
Project Category: Utilities | **Sub-category:** Wastewater

Recommended by: *Water / Wastewater* | **Responsible Dept.:** *Water / Wastewater*

Project Description/Location: Installation of multiple diameter wastewater lines, allowing multiple lift stations to go offline and gravity flow wastewater to proposed Wastewater Treatment Plant #3 This project is a60% design and schdeuled for constrution from Sep. 2020 and has an 18mo. construction ime.

Justification: *This project will provide the final segment of infrastructure necessary to re-direct existing and future wastewater flows to the new wastewater treatment plant.*

Notes: This project must be constructed in conjunction with the proposed Wastewater Treatment Plant #3 project. KSA Engineering is the Engineer of Record. The location of all distribution lines will be evaluated with updated costs and project schope as a part of design of WWTP #3.



Estimated Project Cost(s)	YR 16/17	YR 17/18	YR 18/19	YR 19/20	YR 20/21	> YR 21/22	TOTAL
Acquistions (ROW/Easements/Land)	$0	$0	$0	$0	$0	$0	$0
Design	$0	$0	$707,932	$397,093	$464,341	$77,000	$1,646,366
Construction (+10%)	$0	$0	$0	$2,407,000	$4,105,000	$0	$6,512,000
Financing Costs	$0	$0	$19,876	$43,508	$56,561	$0	$119,945
Other	$0	$0	$0	$0	$0	$0	$0
Total Project Cost	**$0**	**$0**	**$727,808**	**$2,847,601**	**$4,625,902**	**$77,000**	**$8,278,311**

Cost Notes:

Funding Source(s)	YR 16/17	YR 17/18	YR 18/19	YR 19/20	YR 20/21	> YR 21/22	TOTAL
Impact Fees (306)	$0	$0	$262,405	$0	$0	$0	$262,405
Revenue Bonds	$0	$0	$445,527	$2,804,093	$4,569,341	$77,000	$7,895,961
CO Bonds	$0	$0	$0	$0	$0	$0	$0
Current Bonds	$0	$0	$0	$0	$0	$0	$0
Fund Balance	$0	$0	$0	$0	$0	$0	$0
Interest	$0	$0	$0	$0	$0	$0	$0
Other Source(s)	$0	$0	$19,876	$43,508	$56,561	$0	$119,945
Total Project Funding	**$0**	**$0**	**$727,808**	**$2,847,601**	**$4,625,902**	**$77,000**	**$8,278,311**

Funding Source Notes: Sold 2019 Revenue bonds for FY19 funding, other source is the premium and interest on the bonds.

Funding Surplus/(Deficit)	$0	$0	$0	$0	$0	$0	**$0**

CITY OF BASTROP, TEXAS
CAPITAL IMPROVEMENTS PROGRAM

TRANSFER LIFT STATION & FORCEMAIN TO WWTP#3

Project Category: Utilities | **Sub-category:** Wastewater

Recommended by: *Water / Wastewater* | **Responsible Dept.:** *Water / Wastewater*

Project Description/Location: Installation of a Transfer Pump Station and Wastewater force main directing the flow from Wastewater Treatment Plants 1 & 2 to the new Wastewater Treatment Plant # 3 allowing for the decommission of plants 1 & 2. this project is at 60% design and is scheduled for completion Sep. 2021.

Justification: *This project will provide a portion of the infrastructure necessary to re-direct existing and future wastewater flows to the new wastewater treatment plant.*



Notes: This project must be constructed in conjunction with the proposed Wastewater Treatment Plant #3 project. KSA Engineering is the Engineer of Record. The location of all distribution lines will be evaluated with updated costs and project schope as a part of design of WWTP #3.

Estimated Project Cost(s)	YR 16/17	YR 17/18	YR 18/19	YR 19/20	YR 20/21	> YR 21/22	TOTAL
Acquistions (ROW/Easements/Land)	$0	$0	$250,000	$0	$0	$0	$250,000
Design	$0	$0	$305,100	$430,640	$324,315	$191,335	$1,251,390
Construction (+10%)	$0	$0	$0	$0	$4,150,000	$800,000	$4,950,000
Financing Costs	$0	$0	$19,876	$6,698	$55,457	$0	$82,031
Other	$0	$0	$0	$0	$0	$0	$0
Total Project Cost	**$0**	**$0**	**$574,976**	**$437,338**	**$4,529,772**	**$991,335**	**$6,533,421**

Cost Notes:

Funding Source(s)	YR 16/17	YR 17/18	YR 18/19	YR 19/20	YR 20/21	> YR 21/22	TOTAL
Impact Fees	$0	$0	$0	$0	$0	$0	$0
Revenue Bonds	$0	$0	$555,100	$430,640	$4,474,315	$991,335	$6,451,390
CO Bonds	$0	$0	$0	$0	$0	$0	$0
Current Bonds	$0	$0	$0	$0	$0	$0	$0
Fund Balance	$0	$0	$0	$0	$0	$0	$0
Interest	$0	$0	$0	$0	$0	$0	$0
Other Source(s)	$0	$0	$19,876	$6,698	$55,457	$0	$82,031
Total Project Funding	**$0**	**$0**	**$574,976**	**$437,338**	**$4,529,772**	**$991,335**	**$6,533,421**

Funding Source Notes: Sold 2019 Revenue bonds for FY19 funding, other source is the premium and interest on the bonds.

Funding Surplus/(Deficit)	$0	$0	$0	$0	$0	$0	**$0**

CITY OF BASTROP, TEXAS
CAPITAL IMPROVEMENTS PROGRAM

DECOMMISSION OF PLANTS 1 & 2

Project Category: Utilities | **Sub-category:** Wastewater

Recommended by: *Water / Wastewater* | **Responsible Dept.:** *Water / Wastewater*

Project Description/Location: This project is for decomissioning Wastewater Plants 1 & 2 after the WWTP#3 is online. This is currently scheduled for Jan 2022- Jan. 2023.

Justification: Once the new plant comes online it will not be fiscally responsible to operate both plants.



Notes: This project must be constructed in conjunction with the proposed Wastewater Treatment Plant #3 project. KSA Engineering is the Engineer of Record.

Estimated Project Cost(s)	YR 16/17	YR 17/18	YR 18/19	YR 19/20	YR 20/21	> YR 21/22	TOTAL
Acquistions (ROW/Easements/Land)	$0	$0	$0	$0	$0	$0	$0
Design	$0	$0	$0	$0	$0	$276,500	$276,500
Construction (+10%)	$0	$0	$0	$0	$0	$990,000	$990,000
Financing Costs	$0	$0	$0	$0	$0	$0	$0
Other	$0	$0	$0	$0	$0	$0	$0
Total Project Cost	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,266,500**	**$1,266,500**

Cost Notes:

Funding Source(s)	YR 16/17	YR 17/18	YR 18/19	YR 19/20	YR 20/21	> YR 21/22	TOTAL
Impact Fees	$0	$0	$0	$0	$0	$0	$0
Revenue Bonds	$0	$0	$0	$0	$0	$1,266,500	$1,266,500
CO Bonds	$0	$0	$0	$0	$0	$0	$0
Current Bonds	$0	$0	$0	$0	$0	$0	$0
Fund Balance	$0	$0	$0	$0	$0	$0	$0
Interest	$0	$0	$0	$0	$0	$0	$0
Other Source(s)	$0	$0	$0	$0	$0	$0	$0
Total Project Funding	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,266,500**	**$1,266,500**

Funding Source Notes: Plan to sell revenue bonds as needed, other source is the premium and interest on the bonds.

Funding Surplus/(Deficit)	$0	$0	$0	$0	$0	$0	**$0**

CITY OF BASTROP, TEXAS
CAPITAL IMPROVEMENTS PROGRAM

LIFT STATION EMERGENCY GENERATORS

Project Category: Utilities | **Sub-category:** Wastewater

Recommended by: *Water / Wastewater* | **Responsible Dept.:** *Water / Wastewater*

Project Description/Location: Install emergency generators at the Central Lift Station and Gills Branch Lift Station. COMPLETE!



Justification: *This project will provide emergency power during outage periods, allowing the wastewater lift stations to remain operational.*

Notes: This project is complete. These generators will have ongoing maintenance costs due to annual maintenance contract.

Estimated Project Cost(s)	YR 16/17	YR 17/18	YR 18/19	YR 19/20	YR 20/21	> YR 21/22	TOTAL
Acquistions (ROW/Easements/Land)	$0	$0	$0	$0	$0	$0	$0
Design	$14,141	$24,609	$11,250	$0	$0	$0	$50,000
Construction (+10%)	$0	$0	$184,169	$0	$0	$0	$184,169
Financing Costs	$0	$0	$0	$0	$0	$0	$0
Other	$2,256	$10,994	$1,750	$0	$0	$0	$15,000
Total Project Cost	**$16,397**	**$35,603**	**$197,169**	**$0**	**$0**	**$0**	**$249,169**

Cost Notes:

Funding Source(s)	YR 16/17	YR 17/18	YR 18/19	YR 19/20	YR 20/21	> YR 21/22	TOTAL
Impact Fees	$0	$0	$0	$0	$0	$0	$0
Revenue Bonds	$0	$0	$0	$0	$0	$0	$0
CO Bonds	$0	$0	$0	$0	$0	$0	$0
Current Bonds	$0	$0	$0	$0	$0	$0	$0
Fund Balance	$2,048	$10,952	$49,292	$0	$0	$0	$62,292
Interest	$0	$0	$0	$0	$0	$0	$0
Other Source(s)	$14,349	$24,651	$147,877	$0	$0	$0	$186,877
Total Project Funding	**$16,397**	**$35,603**	**$197,169**	**$0**	**$0**	**$0**	**$249,169**

Funding Source Notes: This project has received grant funding through the FEMA Hazard Mitigation Grant Program (DR-4223-045 and DR-4245-011) for 75% with a 25% match.

Funding Surplus/(Deficit)	$0	$0	$0	$0	$0	**$0**	**$0**

CITY OF BASTROP, TEXAS
CAPITAL IMPROVEMENTS PROGRAM

RELOCATION OF WW LINE HWY 71

Project Category: Utilities | **Sub-category:** Wastewater

Recommended by: *Water / Wastewater* | **Responsible Dept.:** *Water / Wastewater*

Project Description/Location: There is a wastewater line that is in the way of the front road bridges that will be constructed by TXDOT. This project is to move the wastewater line. Completion date Aug. 15, 2019.

Justification: See description

Notes: This project is complete.



Estimated Project Cost(s)	YR 16/17	YR 17/18	YR 18/19	YR 19/20	YR 20/21	> YR 21/22	TOTAL
Acquistions (ROW/Easements/Land)	$0	$0	$0	$0	$0	$0	$0
Design	$0	$0	$19,129	$0	$0	$0	$19,129
Construction (+10%)	$0	$0	$136,195	$0	$0	$0	$136,195
Financing Costs	$0	$0	$0	$0	$0	$0	$0
Other	$0	$0	$0	$0	$0	$0	$0
Total Project Cost	**$0**	**$0**	**$155,324**	**$0**	**$0**	**$0**	**$155,324**

Cost Notes:

Funding Source(s)	YR 16/17	YR 17/18	YR 18/19	YR 19/20	YR 20/21	> YR 21/22	TOTAL
Impact Fees	$0	$0	$0	$0	$0	$0	$0
Revenue Bonds	$0	$0	$0	$0	$0	$0	$0
CO Bonds	$0	$0	$0	$0	$0	$0	$0
Current Bonds	$0	$0	$0	$0	$0	$0	$0
Fund Balance (250)	$0	$0	$120,000	$0	$0	$0	$120,000
Interest	$0	$0	$0	$0	$0	$0	$0
Other Source(s)	$0	$0	$35,324	$0	$0	$0	$35,324
Total Project Funding	**$0**	**$0**	**$155,324**	**$0**	**$0**	**$0**	**$155,324**

Funding Source Notes: The project was appropriated through a budget amendment after the RFP was completed. The lowest bid came in at $118,000 and so $120,000 was appropriated. That vendor did not complete all required paperwork and the second bidder was selected at $136,000.

Funding Surplus/(Deficit)	$0	$0	$0	$0	$0	**$0**	**$0**

CITY OF BASTROP, TEXAS
CAPITAL IMPROVEMENTS PROGRAM

SEWER LINE REPLACEMENT (MAIN ST & MAPLE, MESQUITE, MAGNOLIA, LOCUST)

Project Category: Utilities	**Sub-category:** Wastewater
Recommended by: *Water / Wastewater*	**Responsible Dept.:** *Water / Wastewater*

Project Description/Location: Replace 4,350 linear feet of sewer line from 6" to 8" and 1,550 linear feet of 10" to replace existing 6" and 8" lines to allow for future growth that is planned to tie into this line. This project will also replace 14 deteriorating manholes and reconnect the existing sanitary sewer services along the route. Construction schedule 8-31-19 through Nov. 2019. final record drawing late December.

Justification: *This project is important to replace old sewer lines due to deteriorating condition which leads to inflow and infiltration in the City's sanitary sewer system.*

Notes: City is planning to perform street improvements and water line replacement in conjunction with this project. This project should be completed by 9/30/19.



Estimated Project Cost(s)	YR 16/17	YR 17/18	YR 18/19	YR 19/20	YR 20/21	> YR 21/22	TOTAL
Acquistions (ROW/Easements/Land)	$0	$0	$0	$0	$0	$0	$0
Design	$0	$0	$42,000	$0	$0	$0	$42,000
Construction (+10%)	$0	$0	$0	$378,000	$0	$0	$378,000
Financing Costs	$0	$0	$0	$0	$0	$0	$0
Other	$0	$0	$15,000	$15,000	$0	$0	$30,000
Total Project Cost	**$0**	**$0**	**$57,000**	**$393,000**	**$0**	**$0**	**$450,000**

Cost Notes:

Funding Source(s)	YR 16/17	YR 17/18	YR 18/19	YR 19/20	YR 20/21	> YR 21/22	TOTAL
Impact Fees	$0	$0	$0	$0	$0	$0	$0
Revenue Bonds	$0	$0	$0	$0	$0	$0	$0
CO Bonds	$0	$0	$0	$0	$0	$0	$0
Current Bonds	$0	$0	$0	$0	$0	$0	$0
Fund Balance	$0	$0	$0	$150,000	$0	$0	$150,000
Interest	$0	$0	$0	$0	$0	$0	$0
Other Source(s)	$0	$0	$57,000	$243,000	$0	$0	$300,000
Total Project Funding	**$0**	**$0**	**$57,000**	**$393,000**	**$0**	**$0**	**$450,000**

Funding Source Notes: TDA funding approved. Design & Admin funded 100% from grant. Construction will be the City's match, which will be paid out of fund balance.

Funding Surplus/(Deficit)	$0	$0	$0	$0	$0	**$0**	**$0**



Street Maintenance

BASTROPTX
Heart of the Lost Pines
Est. 1832

Street Maintenance

Street Maintenance Fund Summary .. .280
Year 1 Schedule 283
Year 2 Schedule 292



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"The Street Maintenance Fund is being created to contain revenue generated specifically for street maintenance to improve the City's overall Pavement Condition Index."



Street Maintenance Fund Summary

Street Maintenance Fund Summary

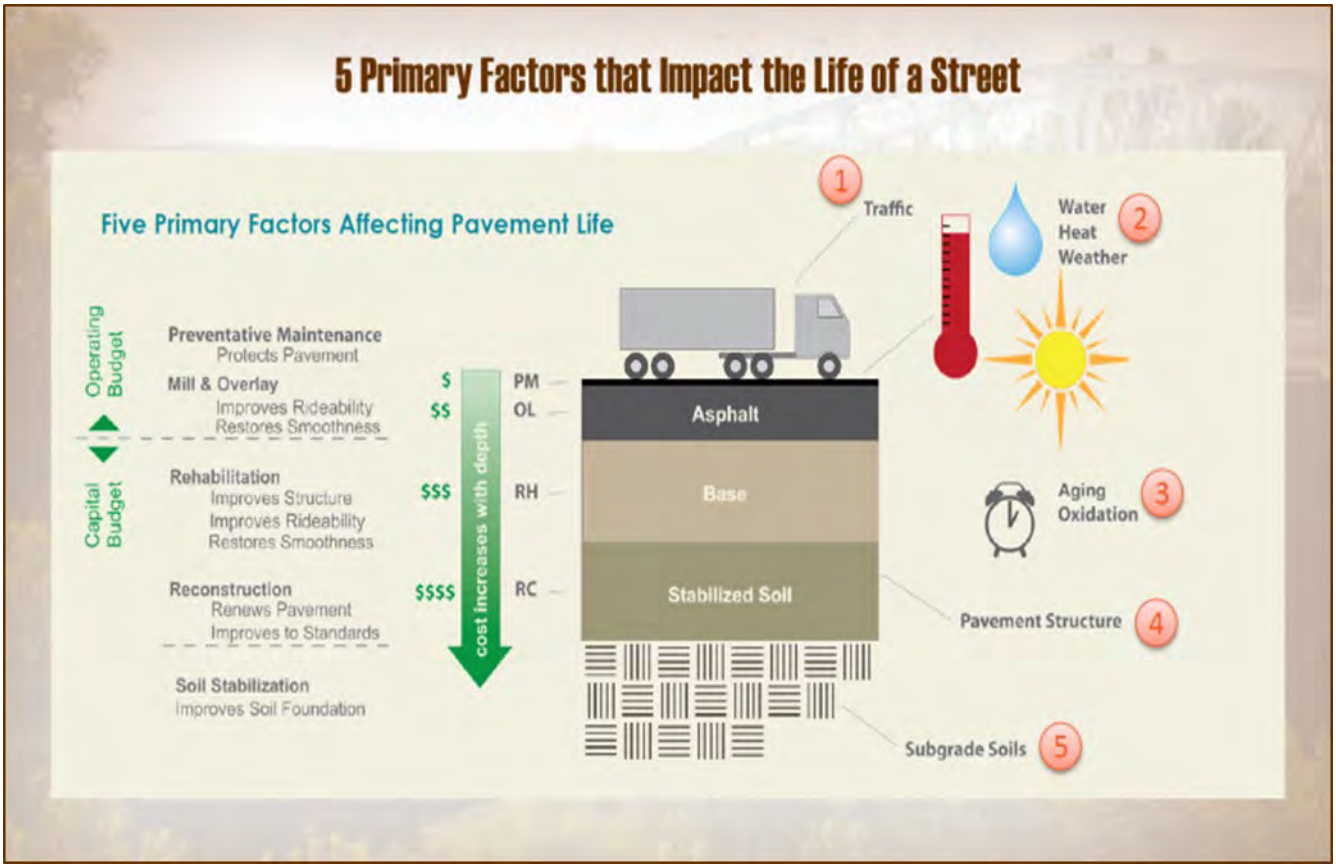
The City of Bastrop's street system has 54.6 miles of asphaltic concrete, 2.1 miles of Portland cement, and 3.8 miles of gravel surface. In FY 2018, the City Council funded a Pavement Condition Index study to evaluate and grade the City's street infrastructure. Applied Pavement Technology was hired to conduct the study using enhanced data gathering equipment. Results of the study indicate that the City's asphaltic concrete streets have an overall score of 66. The City's 2.1 miles of Portland cement concrete have an overall score of 89. The City's combined overall score is 68.

Condition of 54.6 Miles of Asphaltic Concrete:

- 12.9 Miles in Excellent Condition
- 12.4 Miles in Good Condition
- 10.38 Miles in Fair Condition
- 6.64 Miles in Poor Condition
- 6.48 Miles in Very Poor Condition
- 2.3 Miles in Serious Condition
- .09 Miles in Failed Condition

Condition of 2.1 Miles of Portland Cement Concrete:

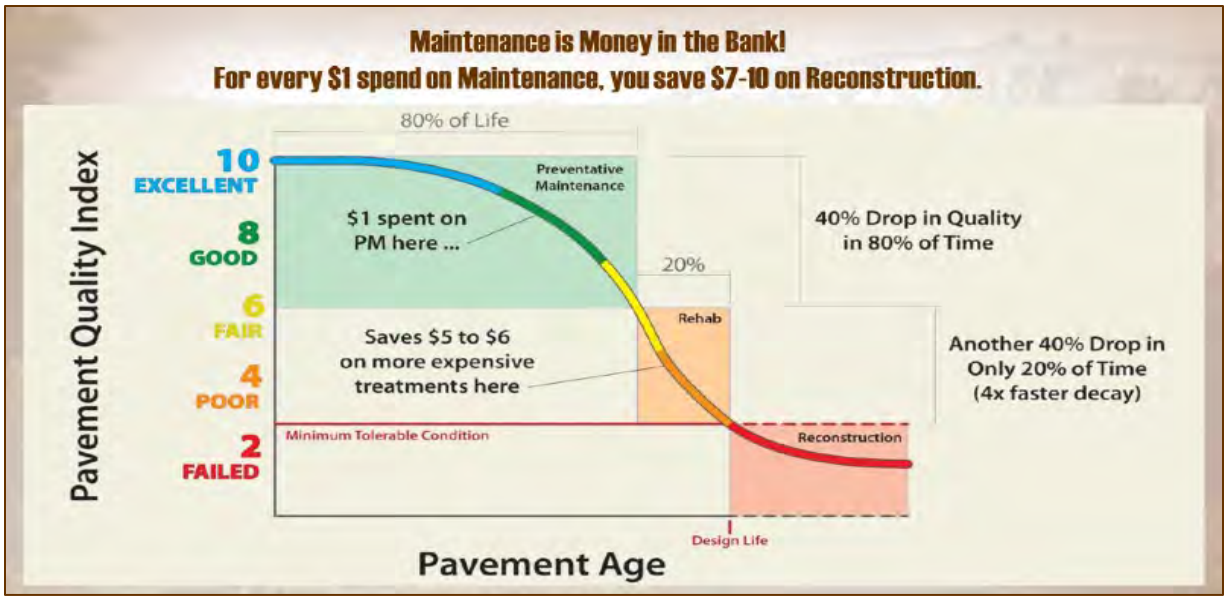
- 1.5 Miles in Excellent Condition
- .6 Miles in Good Condition



Street Maintenance is a Good Investment:

Every year the City's streets do not receive maintenance, the quicker the street will deteriorate. Therefore, Staff has put together a five (5) year strategy to stabilize road conditions.

The proven method to stabilize road conditions and minimize additional deterioration is to "keep the good streets good." Therefore, the Street Maintenance Fund will focus on streets in excellent, good, and fair conditions to minimize the need for road rehabilitation and reconstruction.



Street Maintenance Techniques:

Asphalt maintenance techniques include crack sealing, fog sealing, seal coat, and asphalt overlay. A chart outlining treatments and purposes are shown below.

Categories & Purposes of Major Street Activities

Source	Strategy Type	Treatment	Grade	Purpose
O&M	Maintenance	Crack seal	E,G,F	Seal cracks from water intrusion.
		Fog Seal	E,G	Protect surface from aging.
		Seal coat	E,G,F	Seal cracks from water, protect surface from aging.
		Slurry seal	E,G	Seal cracks from water protect surface from aging.
		Ha5	E,G,F	Seal cracks from water protect surface from aging.
		Thin overlay	Fair	Protect surface, improve rideability, restore smoothness.
		Overlay	Fair	Protect surface, improve rideability, restore smoothness.
		Structural Overlay	PCI 54-64	Repair spot damage, improve rideability, restore smoothness.
Capital	Rehabilitation	Minor Rehabilitation	PCI 0-54	Repair spot damage, improve rideability, restore smoothness.
		Major Rehabilitation	VP/Failed	Repair spot damage, improve rideability, restore smoothness.
	Reconstruction	Reconstruction – Residential	VP/Failed	Restore pavement back to new condition.
		Reconstruction – Collector	VP/Failed	Restore pavement back to new condition.
		Reconstruction – Arterial	VP/Failed	Restore pavement back to new condition.
		Reconstruction - Downtown	VP/Failed	Restore pavement back to new condition.

Fund Description:

The Street Maintenance Fund is being created to contain revenue generated specifically for street maintenance to improve the City's overall Pavement Condition Index.



CITY OF BASTROP

FUND	DEPARTMENT	DIVISION
110 STREET MAINTENANCE FUND	00 NON-DEPARTMENT	00 NON-DIVISION

SUMMARY

CATEGORIES	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
INTEREST INCOME	$0	$6,000	$23,500	$10,000	$0
TRANSFERS IN	$0	$1,100,000	$1,100,000	$154,000	$0
TOTAL REVENUE	**$0**	**$1,106,000**	**$1,123,500**	**$164,000**	**$0**
MAINTENANCE AND REPAIRS	$0	$566,797	$0	$463,242	$0
CONTRACTUAL SERVICES	$0	$0	$103,555	$0	$0
CAPITAL OUTLAY	$0	$0	$0	$720,703	$0
TOTAL EXPENDITURES	**$0**	**$566,797**	**$103,555**	**$1,183,945**	**$0**

Street Maintenance Fund Summary

Year One: (Not completed in FY 2019 - Combined with FY 2020 to provide a bigger project to improve bid pricing.)

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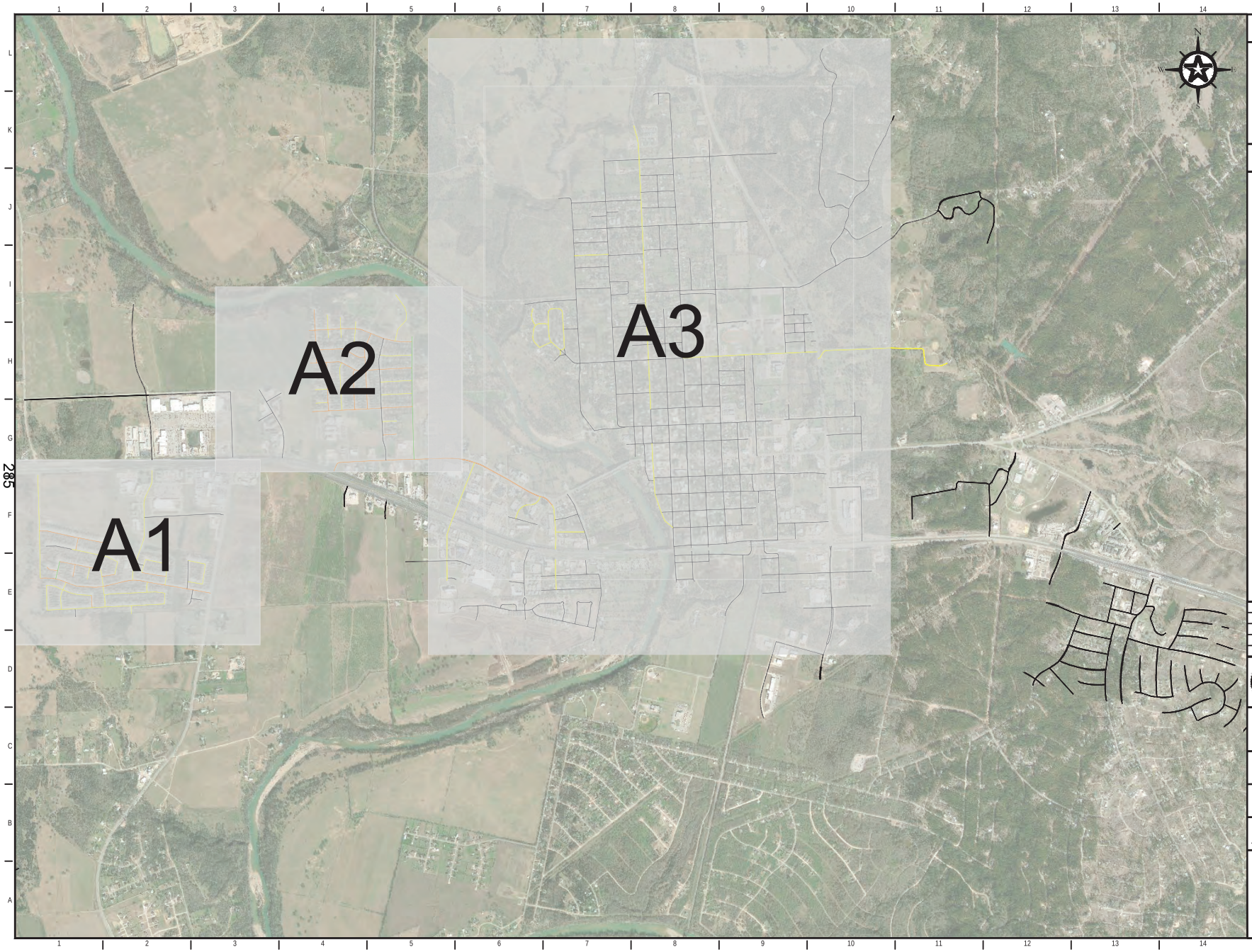
FY 2019 Street Maintenance Program

Street Name	PCI Score	Lane Miles
Bryant	70	.462
Charles Blvd.	62	1.942
Nicole Way	69	.89
Kelly	67	.18
Hasler Shores	63	1.136
Pony Pass	57	0.1
Trapper	58	0.19
Annika Way	78	.593
Belinda Court	74	.069
Blair	75	1.197
Carole	74	0.154
Jessica	84	1.487
Jordan	81	0.2
Lori	72	0.077
Patton	79	0.212
Rebecca	82	0.369
Schaefer	78	2.074
Bowstring	83	0.183
Browning	77	0.1
Buck Shot	75	1.119
Hunters Point	84	1.26
Javelina	83	0.162
Outfitter	80	0.828
Pheasant	76	0.792
Pronghorn	81	0.079
Remington	79	0.299
Thompson	85	0.309
Trophy	73	0.3
	Crack Seal	
	Structural Overlay	
	Seal Coat	

Street Name	PCI Score	Lane Miles
Wildcat	81	0.04
Barbara	87	0.362
Bills	100	0.013
Caylor	91	0.134
Elizabeth	86	0.369
Jennifer	96	0.516
Katy B	98	0.227
Marino	100	0.136
Antelope	92	0.215
Bear Hunter	99	1.06
Big Horn	87	0.189
Bird Dog	89	0.183
Bushmaster	98	0.196
Caliber	97	0.13
Carbine	100	0.134
Grutsch	91	0.134
Hunters Crossing	86	2.09
Magnum	97	0.192
Maverick	94	0.497
Mossberg	100	0.134
Pack Horse	87	0.134
Peccary	86	0.111
Steel Shot	99	0.134
Bob Bryant Park Road	56	0.213
Old Austin Hwy	68.5	4.24
Pecan Street	79	4.651
Persimmon	99	0.349
Schaefer		2.074



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LEGEND

- CRACK SEAL ONLY (TxDOT 712)
- 4" FLEXIBLE PAVEMENT REPAIR ONLY (TxDOT 351)
- 4" FLEXIBLE PAVEMENT REPAIR AND CRACK SEAL (TxDOT 351 & TxDOT 712)

GENERAL NOTES

1. CRACK SEAL WORK WILL BE SUBSEQUENT TO FLEXIBLE PAVEMENT REPAIR WHEN BOTH ACTIVITIES REQUIRED ON SAME STREET.

REV.	DESCRIPTION	DATE

Walker Partners engineers ★ surveyors
T.B.P.E. Registration No. 9053

CITY OF BASTROP

2019 MAINTENANCE PROGRAM

PROGRAM MAINTENANCE OVERVIEW

07/01/19
DATE

R. Alan Munger, PE
R. ALAN MUNGER

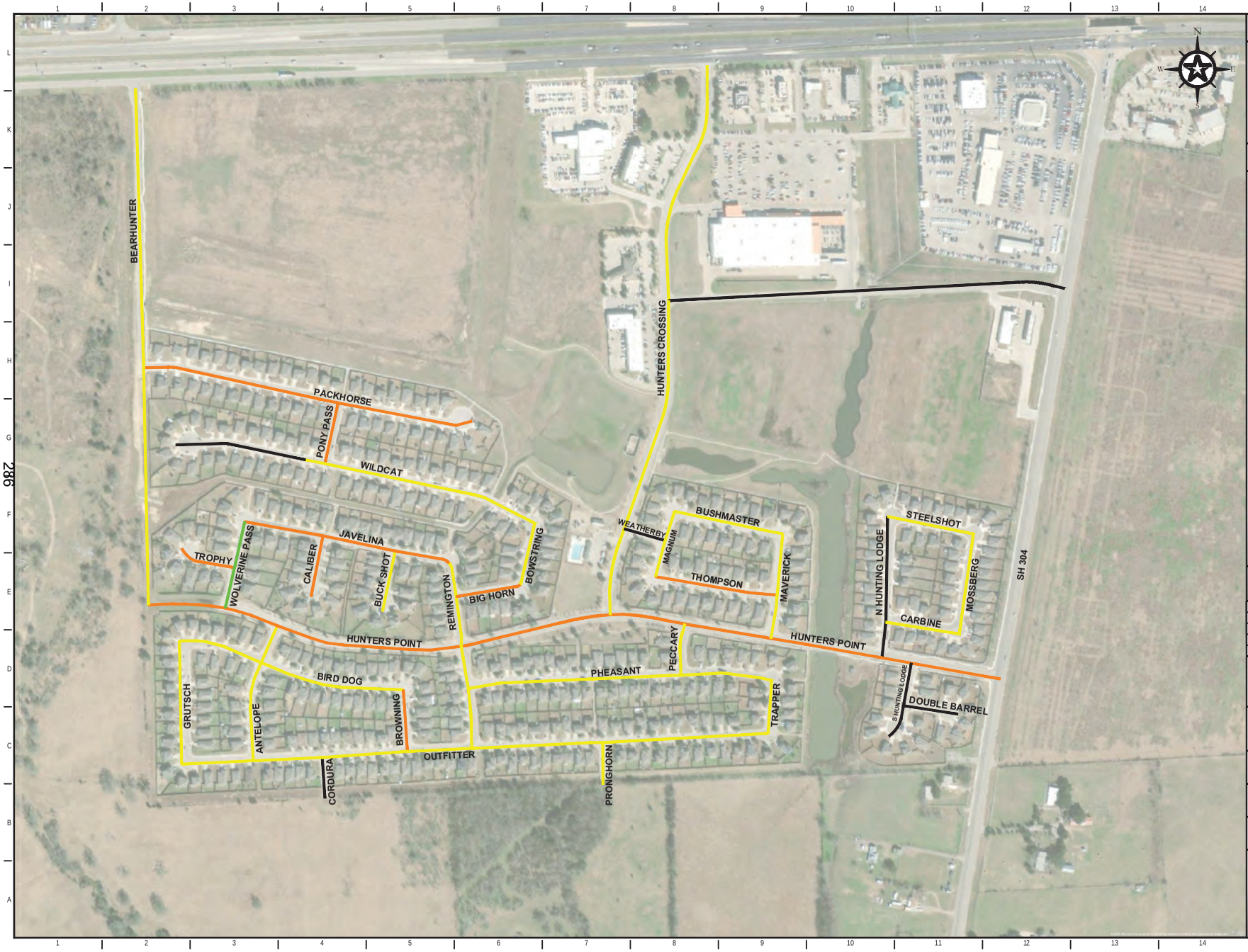
STATE OF TEXAS
R. ALAN MUNGER
85341
LICENSED
PROFESSIONAL ENGINEER

PM	RAM
DESIGNED	RAM
DRAFTED	KPD/MPP
CHECKED	RAM
PROJECT NO.	4-01126

DRAWING NO.
A

285

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LEGEND

- CRACK SEAL ONLY (TxDOT 712)
- 4" FLEXIBLE PAVEMENT REPAIR ONLY (TxDOT 351)
- 4" FLEXIBLE PAVEMENT REPAIR AND CRACK SEAL (TxDOT 351 & TxDOT 712)

GENERAL NOTES

1. CRACK SEAL WORK WILL BE SUBSEQUENT TO FLEXIBLE PAVEMENT REPAIR WHEN BOTH ACTIVITIES REQUIRED ON SAME STREET.

0 100 200 400
GRAPHIC SCALE (FEET)

REV.	DESCRIPTION	DATE

Walker Partners engineers ★ surveyors
T.B.P.E. Registration No. 6953

CITY OF BASTROP

2019 MAINTENANCE PROGRAM

PROGRAM MAINTENANCE MAP A1

07/01/19 DATE

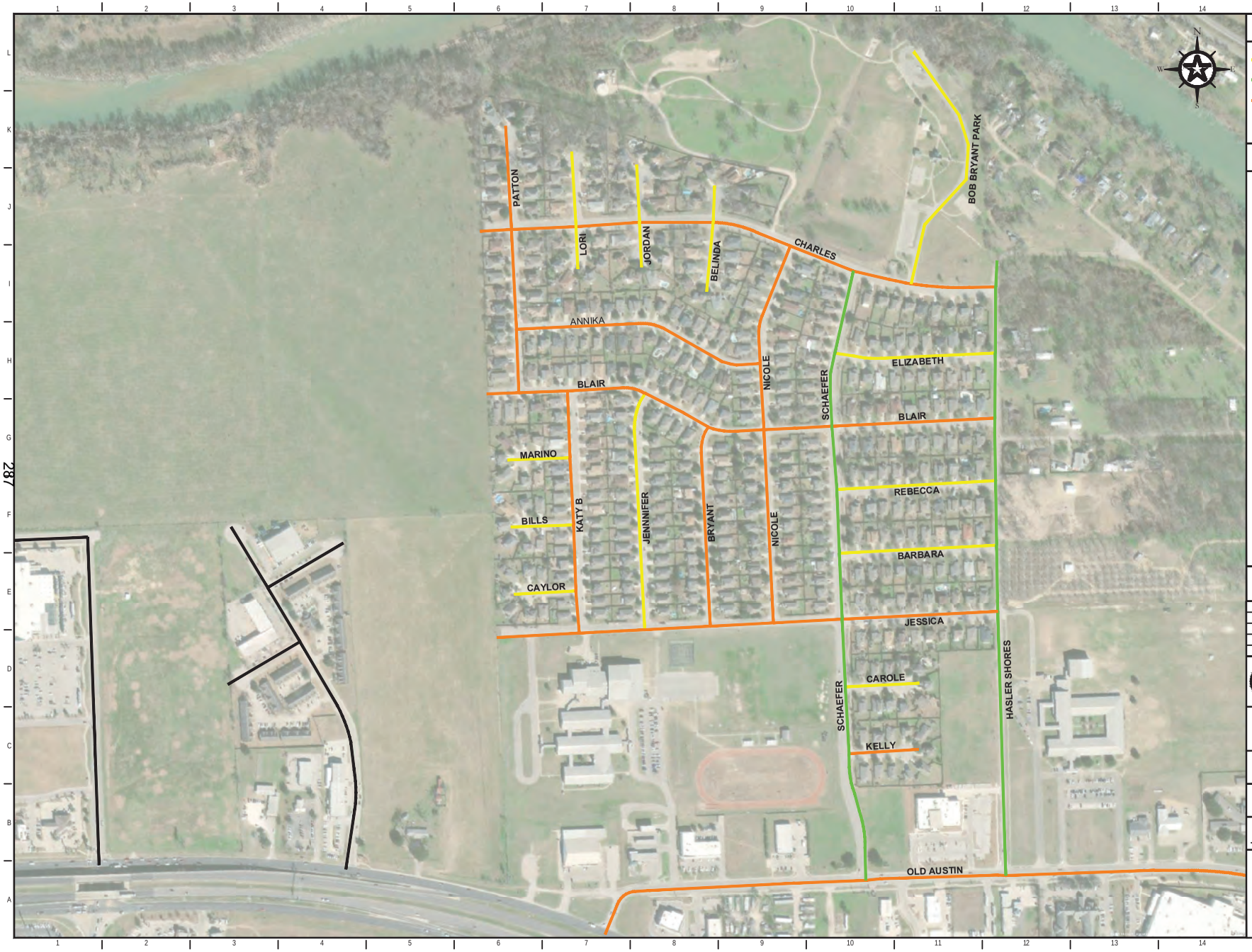
R. ALAN MUNGER, PE

STATE OF TEXAS
R. ALAN MUNGER
68341
LICENSED PROFESSIONAL ENGINEER

DRN	RAM
DESIGNED	RAM
QA/QC'ED	KPD/MPP
CHECKED	RAM
PROJECT NO.	4-01126

DRAWING NO. A1

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LEGEND

- CRACK SEAL ONLY (TxDOT 712)
- 4" FLEXIBLE PAVEMENT REPAIR ONLY (TxDOT 351)
- 4" FLEXIBLE PAVEMENT REPAIR AND CRACK SEAL (TxDOT 351 & TxDOT 712)

GENERAL NOTES

1. CRACK SEAL WORK WILL BE SUBSEQUENT TO FLEXIBLE PAVEMENT REPAIR WHEN BOTH ACTIVITIES REQUIRED ON SAME STREET.

0 100 200 400
GRAPHIC SCALE (FEET)

REV.	DESCRIPTION	DATE

Walker Partners engineers ★ surveyors
T.B.P.E. Registration No. 6953

CITY OF BASTROP

2019 MAINTENANCE PROGRAM

PROGRAM MAINTENANCE MAP A2

07/01/19
DATE

R. Alan Munger, PE
R. ALAN MUNGER

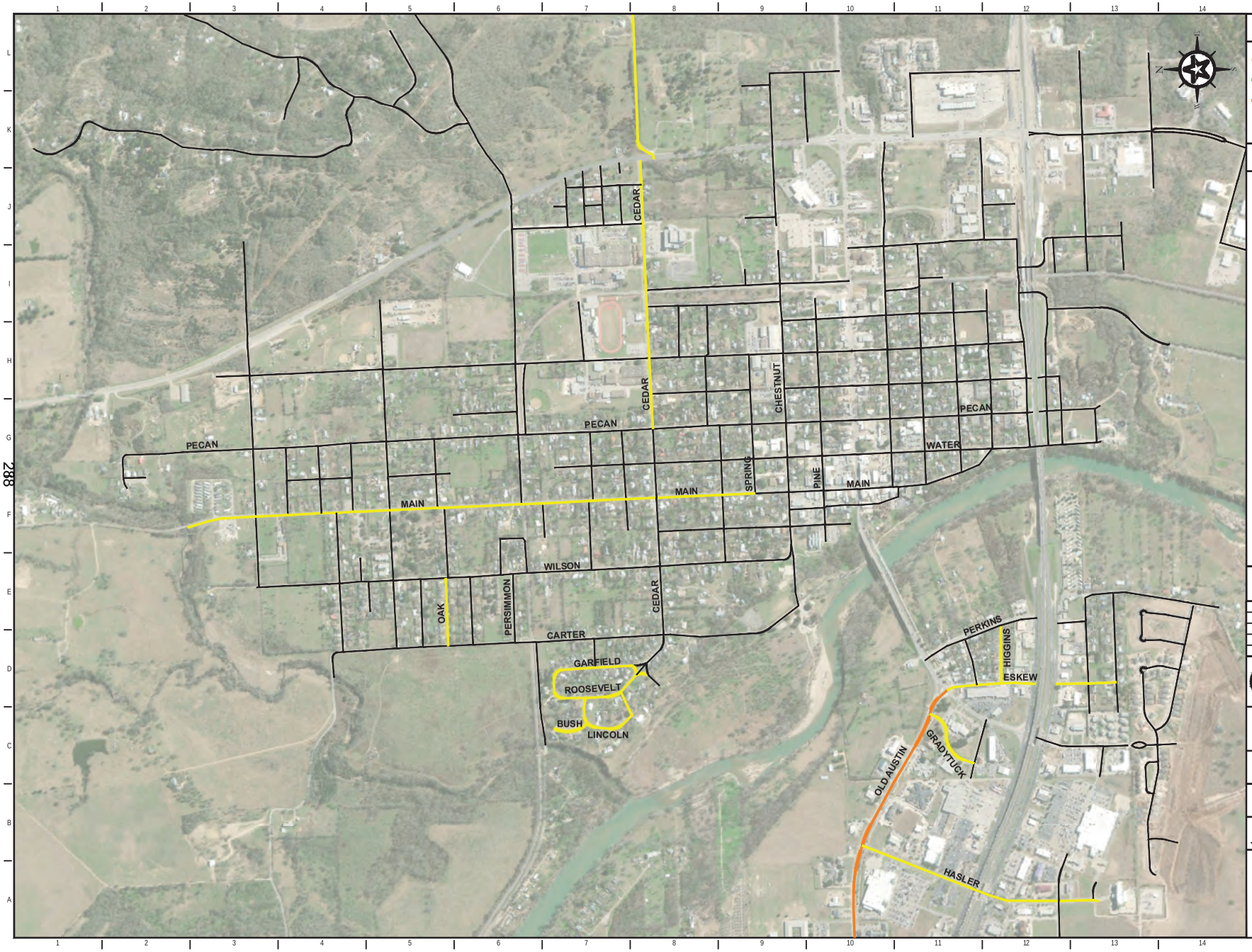
STATE OF TEXAS
R. ALAN MUNGER
68341
LICENSED PROFESSIONAL ENGINEER

DRN	RAM
DESIGNED	RAM
DRAWING	KPD/MPP
CHECKED	RAM
PROJECT NO	4-01126

DRAWING NO.
A2

287

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LEGEND

- CRACK SEAL ONLY (TxDOT 712)
- 4" FLEXIBLE PAVEMENT REPAIR ONLY (TxDOT 351)
- 4" FLEXIBLE PAVEMENT REPAIR AND CRACK SEAL (TxDOT 351 & TxDOT 712)

GENERAL NOTES

1. CRACK SEAL WORK WILL BE SUBSEQUENT TO FLEXIBLE PAVEMENT REPAIR WHEN BOTH ACTIVITIES REQUIRED ON SAME STREET.

0 250 500 1000

GRAPHIC SCALE (FEET)

REV.	DESCRIPTION	DATE

Walker Partners engineers ★ surveyors

T.B.P.E. Registration No. 6953

CITY OF BASTROP

2019 MAINTENANCE PROGRAM

PROGRAM MAINTENANCE MAP A3

07/01/19 DATE

R. Alan Munger, PE

R. ALAN MUNGER

DRN	RAM
DESIGNED	RAM
DRAWING	KPD/MPP
CHECKED	RAM
PROJECT NO.	4-01126

DRAWING NO. A3

288

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FY 2019 STREETS PROGRAM MAINTENANCE - CRACK SEAL AND FLEXIBLE PAVEMENT REPAIR

ROAD NAME	FROM	TO	LENGTH OF PAY - CRACK SEAL (L-MI)	FLEXIBLE PAVEMENT REPAIR (4 INCH DEPTH) (SY)
Map A1				
ANTELOPE	HUNTERS POINT	OUTFITTER	0.22	None
BEARHUNTER	SH 71	END	1.06	None
BIG HORN	BOWSTRING	REMINGTON	0.19	13
BIRD DOG	GRUTSCH	BROWNING	0.18	None
BOWSTRING	WILDCAT	REMINGTON	0.18	None
BROWNING	BIRD DOG	OUTFITTER	0.10	57
BUCK SHOT	END	JAVELINA	1.12	None
BUSHMASTER	MAGNUM	MAVERICK	0.20	None
CALIBER	END	JAVELINA	0.13	453
CARBINE	N HUNTING LODGE	MOSSBERG	0.13	None
CORDURA	END	OUTFITTER	None	None
DOUBLEBARREL	END	S HUNTING LODGE	None	None
GRUTSCH	BIRD DOG	OUTFITTER	0.13	None
HUNTERS CROSSING	SH 71	HUNTERS POINT	2.09	None
HUNTERS POINT	BEARHUNTER	SH 304	1.26	810
JAVELINA	WOLVERINE	REMINGTON	0.16	974
MAGNUM	BUSHMASTER	THOMPSON	0.19	None
MAVERICK	BUSHMASTER	HUNTERS POINT	0.50	None
MOSSBERG	STEELSHOT	CARBINE	0.13	None
N HUNTING LODGE	STEELSHOT	HUNTERS POINT	None	None
OUTFITTER	GRUTSCH	TRAPPER	0.83	None
PACKHORSE	BEARHUNTER	END	0.13	40
PECCARY	HUNTERS POINT	PHEASANT	0.11	None
PHEASANT	REMINGTON	TRAPPER	0.79	None
PONY PASS	PACKHORSE	WILDCAT	0.10	10
PRONGHORN	END	OUTFITTER	0.08	None
REMINGTON	JAVELINA	OUTFITTER	0.30	None
S HUNTING LODGE	HUNTERS POINT	END	None	None
STEELSHOT	N HUNTING LODGE	MOSSBERG	0.13	None
THOMPSON	MAGNUM	MAVERICK	0.31	27
TRAPPER	PHEASANT	OUTFITTER	0.19	None
TROPHY	END	WOLVERINE	0.30	353
WEATHERBY	HUNTERS CROSSING	MAGNUM	None	None
WILDCAT	END	BOWSTRING	0.40	None
WOLVERINE PASS	JAVELINA	HUNTERS POINT	None	1654
Sub Total Sheet A1			11.64	4391

FY 2019 STREETS PROGRAM MAINTENANCE - CRACK SEAL AND FLEXIBLE PAVEMENT REPAIR

ROAD NAME	FROM	TO	LENGTH OF PAY - CRACK SEAL (L-MI)	FLEXIBLE PAVEMENT REPAIR (4 INCH DEPTH) (SY)
Map A2				
ANNIKA	PATTON	NICOLE	0.59	8
BARBARA	SCHAEFFER	HASLER SHORES	0.36	NONE
BELINDA	END	END	0.07	NONE
BILLS	END	KATY B	0.02	NONE
BLAIR	END	HASLER SHORES	1.20	32
BOB BRYANT PARK	END	CHARLES	0.21	NONE
BRYANT	BLAIR	JESSICA	0.46	150
CAROLE	SCHAEFFER	END	0.15	NONE
CAYLOR	END	KATY B	0.13	NONE
CHARLES	END	HASLER SHORES	1.94	641
ELIZABETH	SCHAEFFER	HASLER SHORES	0.37	NONE
HASLER SHORES	END	OLD AUSTIN	NONE	364
JENNIFER	BLAIR	JESSICA	0.52	NONE
JESSICA	END	HASLER SHORES	1.49	224
JORDAN	END	END	0.20	NONE
KATY B	BLAIR	JESSICA	0.23	4
KELLY	SCHAEFFER	END	0.18	8
LORI	END	END	0.08	NONE
MARINO	END	KATY B	0.14	NONE
NICOLE	CHARLES	JESSICA	0.89	703
OLD AUSTIN HIGHWAY	SH 71	LP 150	4.24	648
PATTON	END	BLAIR	0.08	46
REBECCA	SCHAEFFER	HASLER SHORES	0.37	NONE
SCHAEFFER	CHARLES	OLD AUSTIN	NONE	245
Sub Total Sheet A2			13.92	3073

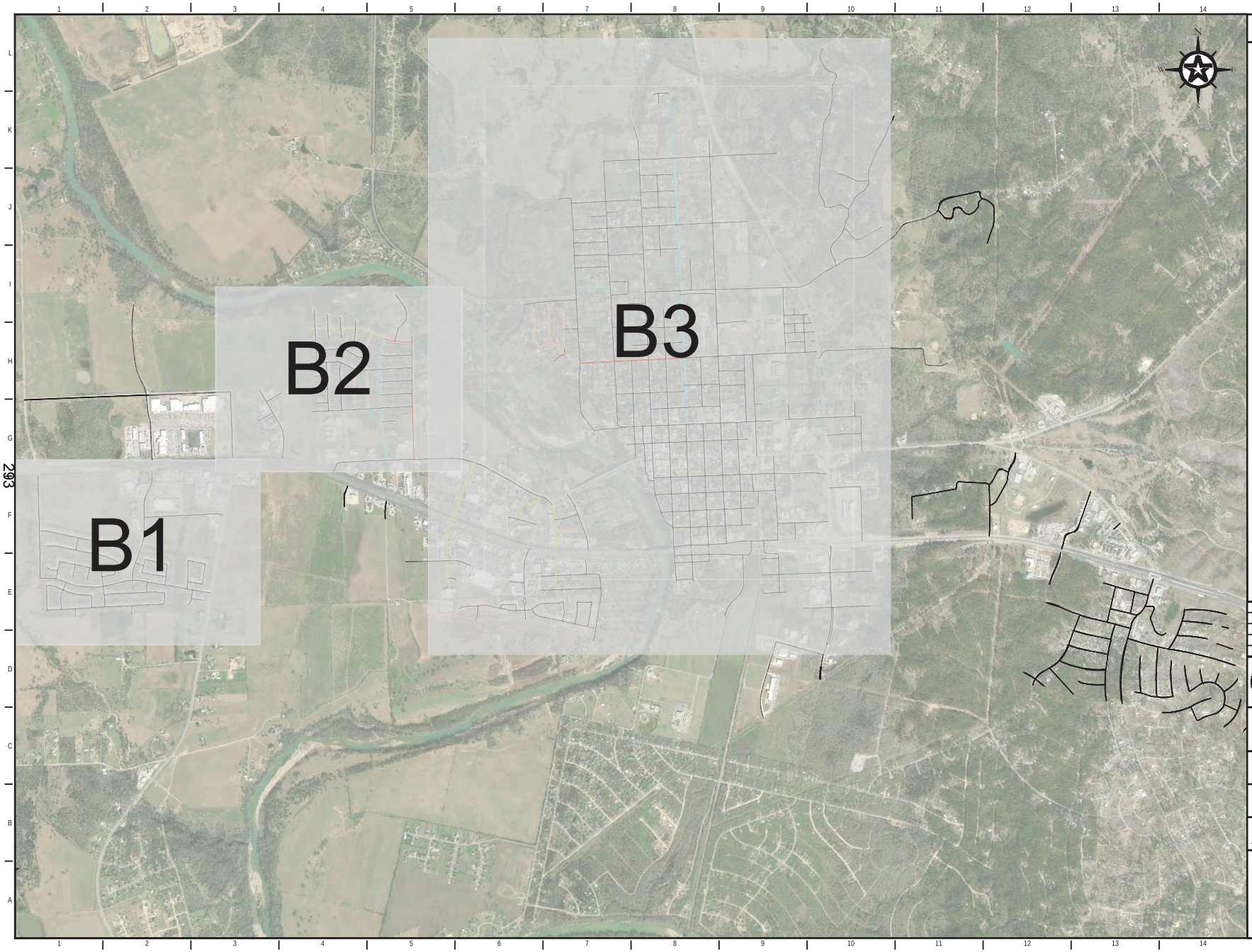
FY 2019 STREETS PROGRAM MAINTENANCE - CRACK SEAL AND FLEXIBLE PAVEMENT REPAIR

ROAD NAME	FROM	TO	LENGTH OF PAY - CRACK SEAL (L-MI)	FLEXIBLE PAVEMENT REPAIR (4 INCH DEPTH) (SY)
Map A3				
BUSH	END	LINCOLN	0.20	NONE
CEDAR	PECAN	RR	0.58	NONE
CEDAR	RR	SH 95	0.60	NONE
CEDAR	SH 95	HOUSTON	0.49	NONE
ESKEW	LP 150	SH 71	0.43	NONE
ESKEW	SH 71	MAYNARD	0.25	NONE
GRADYTUCK	OLD AUSTIN	HOSPITAL	0.52	NONE
HASLER	OLD AUSTIN	SH 71	1.00	NONE
HASLER	SH 71	END	0.97	NONE
HIGGINS	ESKEW	PERKINS	0.21	NONE
LINCOLN	ROOSEVELT	ROOSEVELT	0.53	NONE
MAIN	BRIDGE	RR	1.38	NONE
MAIN	RR	SPRING	1.28	NONE
OAK	CARTER	WILSON	0.36	NONE
ROOSEVELT - GARFIELD	CEDAR	CEDAR	0.94	NONE
Sub Total Sheet A3			9.74	0
TOTAL			35.30	7464.00

Year Two: (Combined with Year 1 - FY 2019 to provide a bigger project to improve bid pricing.)

FY 2020 Street Maintenance Program

Street Name	PCI Score	Square Yards	Street Name	PCI Score	Square Yards
Bryant	70	150	Katy B	98	3.3
Charles Blvd.	62	641	Big Horn	87	0.1812.29
Nicole Way	69	703	Caliber	97	0.13453
Kelly	67	8	Pack Horse	87	0.13440
Hasler Shores	63	364	Wolverine Pass	56	1654
Pony Pass	57	10	Browning	77	56.8
Annika Way	78	8	Hunters Point	84	810
Blair	75	32	Javelina	83	974
Jessica	84	224	Thompson	85	27
Patton	79	46	Trophy	73	353
Street Name	**PCI Score**	**Lane Miles**	**Street Name**	**PCI Score**	**Lane Miles**
Main	60	5.51	Oak	68	.361
Cedar	68	3.411	Grady Tuck	77	.523
Bush	87	.196	Roosevelt	83	.597
Eskew	89	.685	Hasler	99	1.973
Higgins	96	.213			
	Crack Seal				
	Structural Overlay				
	Surface Treatment &/or Patch Repair				



LEGEND

- SEAL COAT (TxDOT 316)
- SCRUB SEAL (TxDOT 3005)
- FOG SEAL (TxDOT 315)
- FRICTIONAL ASPHALTIC SURFACE PRESERVATION TREATMENT (TxDOT 3028)

REV.	DESCRIPTION	DATE

Walker Partners engineers ★ surveyors
T.B.P.E. Registration No. 9053

CITY OF BASTROP

2019 MAINTENANCE PROGRAM

PREVENTATIVE MAINTENANCE OVERVIEW

07/01/19
DATE

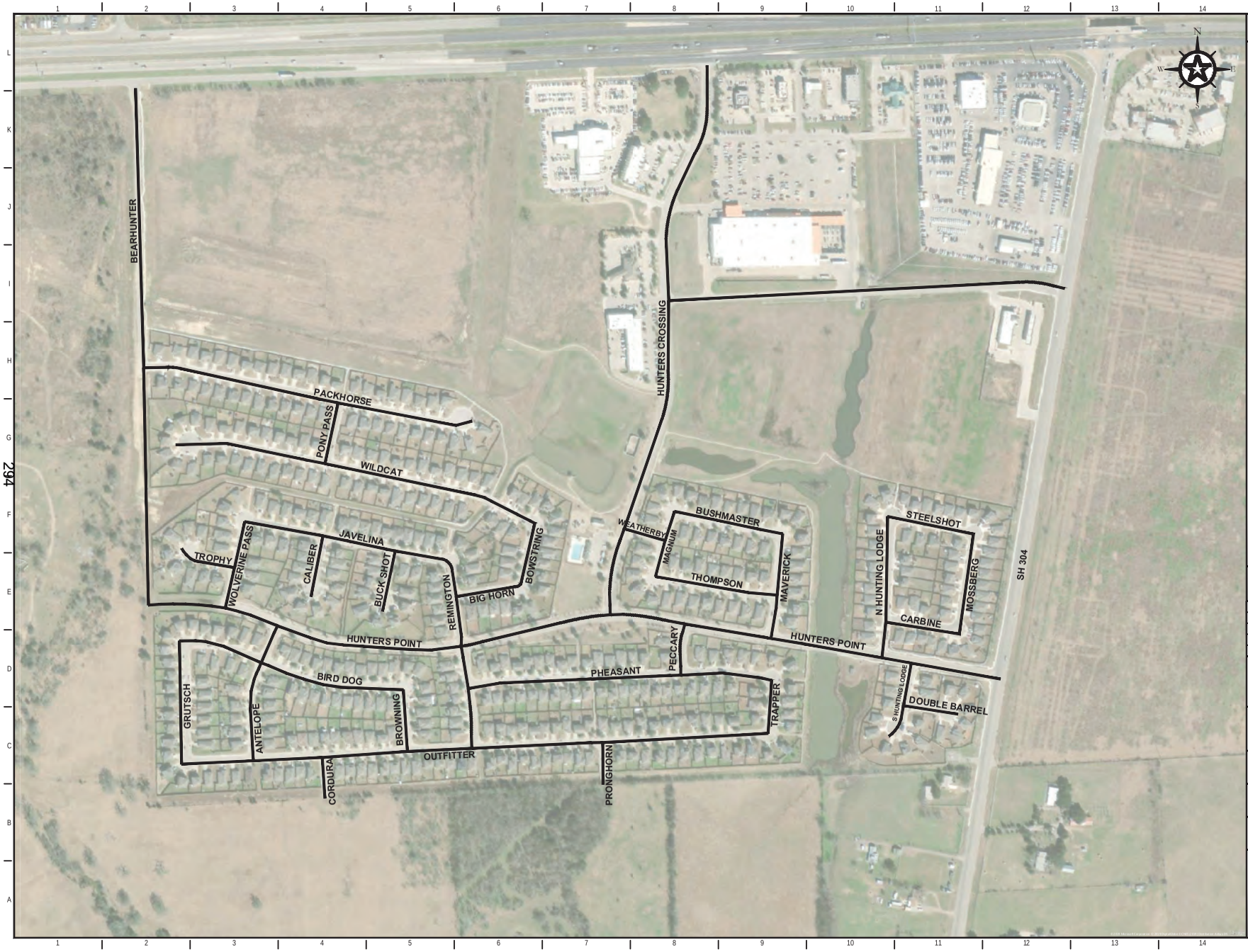
R. Alan Munger, PE
R. ALAN MUNGER

STATE OF TEXAS
R. ALAN MUNGER
85341
LICENSED
PROFESSIONAL ENGINEER

PM	RAM
DESIGNED	RAM
DRAFTED	KPD/MPP
CHECKED	RAM
PROJECT NO	4-01126

DRAWING NO.
B

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LEGEND

- SEAL COAT (TxDOT 316)
- SCRUB SEAL (TxDOT 3005)
- FOG SEAL (TxDOT 315)
- FRICTIONAL ASPHALTIC SURFACE PRESERVATION TREATMENT (TxDOT 3028)

0 100 200 400
GRAPHIC SCALE (FEET)

REV.	DESCRIPTION	DATE

Walker Partners engineers ★ surveyors
T.B.P.E. Registration No. 6053

CITY OF BASTROP

2019 MAINTENANCE PROGRAM

PREVENTATIVE MAINTENANCE MAP B1

07/01/19 DATE

R. Alan Munger, PE
R. ALAN MUNGER

STATE OF TEXAS
R. ALAN MUNGER
68341
LICENSED PROFESSIONAL ENGINEER

DRN	RAM
DESIGNED	RAM
QA/QC'ED	KPD/MPP
CHECKED	RAM
PROJECT NO.	4-01126

DRAWING NO.
B1

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LEGEND

- SEAL COAT (TxDOT 316)
- SCRUB SEAL (TxDOT 3005)
- FOG SEAL (TxDOT 315)
- FRICTIONAL ASPHALTIC SURFACE PRESERVATION TREATMENT (TxDOT 3028)

GENERAL NOTES

1. FOG SEAL (CSS-1) SHALL BE PLACED AT ALL FLEXIBLE PAVEMENT REPAIRS PRIOR TO PLACEMENT OF SCRUB SEAL.

0 100 200 400
GRAPHIC SCALE (FEET)

REV.	DESCRIPTION	DATE

Walker Partners engineers ★ surveyors
T.B.P.E. Registration No. 6953

CITY OF BASTROP

2019 MAINTENANCE PROGRAM

PREVENTATIVE MAINTENANCE MAP B2

07/01/19 DATE

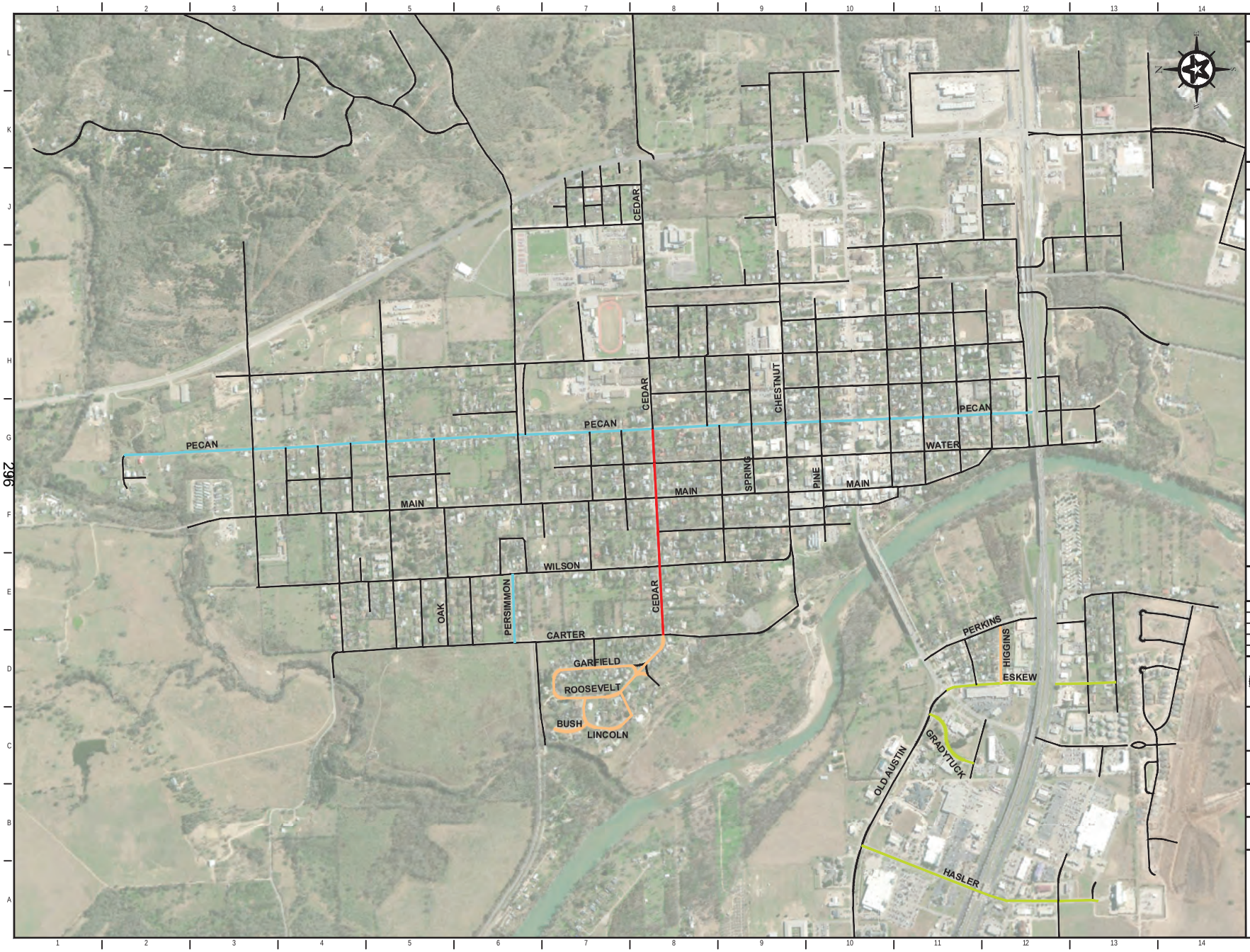
R. Alan Munger, PE
R. ALAN MUNGER

STATE OF TEXAS
R. ALAN MUNGER
68341
LICENSED PROFESSIONAL ENGINEER

BY	RAM
DESIGNED	RAM
DRAWN	KPD/MPP
CHECKED	RAM
PROJECT NO	4-01126

DRAWING NO.
B2

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LEGEND

- SEAL COAT (TxDOT 316)
- SCRUB SEAL (TxDOT 3005)
- FOG SEAL (TxDOT 315)
- FRICTIONAL ASPHALTIC SURFACE PRESERVATION TREATMENT (TxDOT 3028)

GENERAL NOTES

1. FOG SEAL (CSS-1) SHALL BE PLACED AT ALL FLEXIBLE PAVEMENT REPAIRS PRIOR TO PLACEMENT OF SCRUB SEAL.

0 250 500 1000
GRAPHIC SCALE (FEET)

REV.	DESCRIPTION	DATE

Walker Partners engineers ★ surveyors
T.B.P.E. Registration No. 6953

CITY OF BASTROP

2019 MAINTENANCE PROGRAM

PREVENTATIVE MAINTENANCE MAP B3

07/01/19 DATE

R. ALAN MUNGER, PE

STATE OF TEXAS
R. ALAN MUNGER
68341
LICENSED PROFESSIONAL ENGINEER

DRN	RAM
DESIGNED	RAM
QA/QC'ED	KPD/MPP
CHECKED	RAM
PROJECT NO.	4-01126

DRAWING NO.
B3

296

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FY 2019 STREETS PROGRAM PREVENTATIVE MAINTENANCE - SEAL COAT TREATMENT (CHFRS-2P with TY E or TY L GRADE 5 AGGR)

ROAD NAME	FROM	TO	LENGTH (FT)	WIDTH (FT)	AREA (SY)
Map B1					
NONE	NONE	NONE			0
Map B2					
SCHAEFFER	CHARLES	OLD AUSTIN	2731	41.5	12592.94
Map B3					
PECAN	MESQUITE	RR	3009	24	8024
PECAN	RR	CHESTNUT	3770	27	11310
PECAN	CHESTNUT	SH 71 WBFR	1925	35	7486.111
PERSIMMON	WILSON	CARTER	744	28	2314.667
Sub Total SEAL COAT					41727.72

FY 2019 STREETS PROGRAM PREVENTATIVE MAINTENANCE - SCRUB SEAL TREATMENT (CMS-2P with TY E or TY L GR 5 AGGR)

ROAD NAME	FROM	TO	LENGTH (FT)	WIDTH (FT)	AREA (SY)
Map B1					
NONE	NONE	NONE	0	0	0
Map B2					
CHARLES	SCHAEFFER	HASLER SHORES	670	47	3498.889
HASLER SHORES	CHARLES	OLD AUSTIN	2656	23	6787.556
Map B3					
CEDAR	CARTER	PECAN	2347	28	7301.778
Sub Total SCRUB SEAL					17588.22

FY 2019 STREETS PROGRAM PREVENTATIVE MAINTENANCE - FRICTIONAL ASPHALTIC SURFACE PRESERVATION TREATMENT

ROAD NAME	FROM	TO	LENGTH (FT)	WIDTH (FT)	AREA (SY)
Map B1					
NONE	NONE	NONE	0	0	0
Map B2					
BRYANT	BLAIR	JESSICA	868	28	2700.444
KELLY	SCHAEFFER	END	220	27	1185
NICOLE	CHARLES	JESSICA	1695	28	5273.333
Map B3					
BUSH	END	LINCOLN	317	28	1264.222
CEDAR	GARFIELD	CARTER	371	28	1154.222
HIGGINS	ESKEW	PERKINS	631	28	1963.111
LINCOLN	ROOSEVELT	ROOSEVELT	1158	28	3602.667
ROOSEVELT - GARFIELD	CEDAR	CEDAR	2480	28	7715.556
Sub Total (FASPT)					24858.56

FY 2019 STREETS PROGRAM PREVENTATIVE MAINTENANCE - FOG SEAL (CMS-1PF)

ROAD NAME	FROM	TO	LENGTH (FT)	WIDTH (FT)	AREA (SY)
Map B1					
NONE	NONE	NONE	0	0	0
Map B2					
CHARLES	END	SCHAEFFER	1714	47	8950.889
Map B3					
ESKEW	LP 150	SH 71	925	28	2877.778
ESKEW	SH 71	MAYNARD	664	19	1401.778
GRADYTUCK	OLD AUSTIN	HOSPITAL	794	34	2999.556
HASLER	OLD AUSTIN	SH 71	1112	36	5482
HASLER	SH 71	END	1223	36	4892
Sub Total (FOG SEAL CMS-1PF)					26604



BASTROPTX
Heart of the Lost Pines
Est. 1832

Debt

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2020 Certificate of Obligation Series 312
Debt Schedules 313

Debt



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Bond & Debt Summary

Overview of Bonds

Major capital improvements such as streets, drainage, buildings, and other major infrastructure projects are often financed by bonds. This funding mechanism allows payment for infrastructure improvements to be made over multiple years, usually over the life of the improvement.

.

Debt Management Policy

The Financial Management Policies include debt financing and debt management. Debt financing is recognizing that debt is usually a more expensive financing method, alternative financing sources will be explored before debt is issued. When debt is issued, it will be used to acquire major assets with expected lives that equal or exceed the average life of the debt issue. The exceptions to this requirement are the traditional costs of marketing and issuing the debt, capitalized labor for design and construction of capital projects, and small component parts which are attached to major equipment purchases.

The debt management policy states that self-supporting debt will be supported by self-supporting revenues. Other financing alternatives might be grants, leasing, developer contributions, impact fees, and use of reserves. The City shall obtain voter authorization before issuing General Obligation Bonds as required by law. Voter authorization is not required for the issuance of Revenue Bonds and Certificates of Obligation. However, the City may elect to obtain voter authorization for Revenue Bonds. The City will attempt to maintain base bond ratings of AA (Standard & Poor's) on its General Obligation debt. In an attempt to keep the debt service tax rate flat, retirement of debt principle will be structured to ensure constant annual debt payments when possible. The City will have a written policy for monitoring compliance with IRS laws and regulations as they relate to tax exempt debt.

City's Current Bond Ratings

General Obligation Bonds:

Standard & Poor's "AA"
Fitch Ratings "AA-"

Revenue Bonds:

Standard & Poor's "AA-"

Debt Service Funds

General Debt Service

This fund derives its revenue from property taxes. The amount of the taxes levied is determined by the City Council. The function of this fund is to retire bonded indebtedness and pay the interest on the indebtedness. The debt, which this fund retires, was issued by the City for General Fund capital equipment and infrastructure.

Debt and Tax Rate Limitations

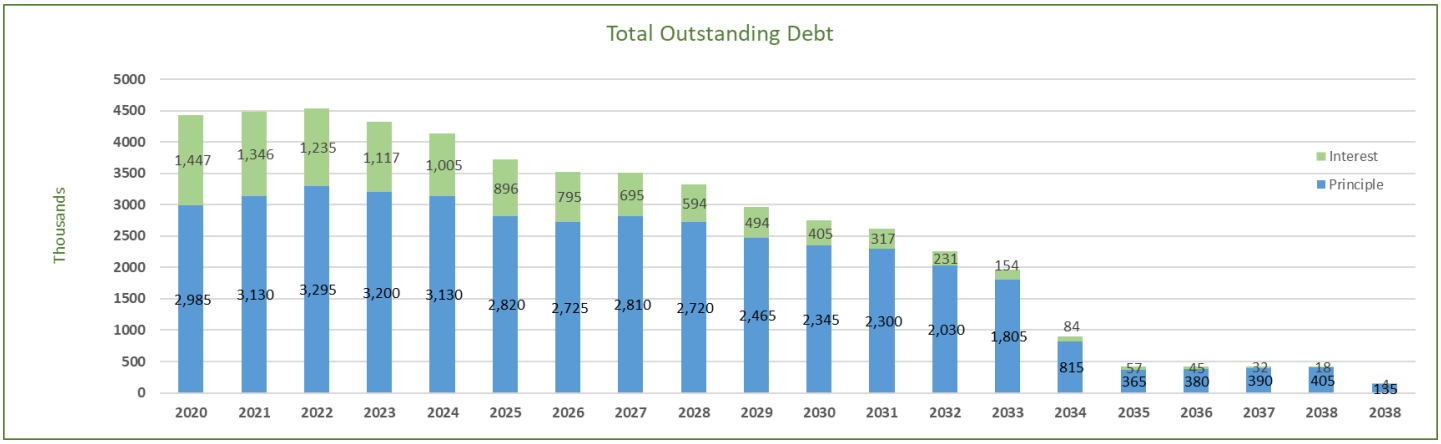
All taxable property within the City is subject to the assessment, levy and collection by the City of a continuing, direct annual ad valorem tax, sufficient to provide for the payment of principal and interest on the Bonds within the limits prescribed by law. Article XI, Section 5, of the Texas Constitution is applicable to the City and limits its maximum ad valorem tax rate to $2.50 per $100 of assessed valuation for the City purposes.

Calculation of Legal Debt Margin
October 1, 2019

Taxable Assessed Valuation	$967,705,908
Constitutional Limit	2.50% of assessed value
Maximum Constitutional Revenue Available	$24,192,648
Tax Rate t0 Achieve Maximum Tax Revenue	$2.50 per $100 of valuation
Tax Rate for FY 2019-2020	$0.5640/$100 of valuation
Available unused Constitutional Max Tax Rate	77.44% of assessed valuation

Utility Debt Service

This fund derives its revenue from rates determined by City Council. The function of this fund is to retire bonded indebtedness for water and wastewater capital equipment and infrastructure. The Electric fund bond indebtedness is not recorded and tracked in a separate debt service fund.



Fund Description

The 2019 Limited Tax Note, in the amount of $465,000, were sold on September 26, 2019 **WITHOUT INCREASING TAXES**.

The debt from this issuance will be paid from the Interest & Sinking (I&S) portion of the City's tax rate. Of the City's $0.5640 tax rate, $0.1949 is allocated to I&S, which goes to fund all outstanding debt owed by the General Fund. The I&S portion of the tax rate represents 34.56% of the total tax rate.

This issuance will fund much needed drainage improvements. The Drainage Master Plan will identify and prioritize localized drainage improvement needs, take the existing data from previous studies and help develop a maintenance and operations plan, and will provide additional information to help establish a drainage utitity fund in the future. The Gills Branch Channel Improvement is to excavate the channel and increase the culvert size at choke points to possibly include some detention ponds. This bond amount will be for design only.

Project Description	Certificate of Obligations Issuance Amount
Drainage Master Plan	$250,000
Gills Branch Channel Improvements	$215,000
Total Amount of Issuance	$465,000

2019 Limited Tax Note

Fund Description

General Fund – Debt Service is funded by the Interest & Sinking (I&S) portion of the City's tax rate. Of the City's $0.5640 tax rate, $0.1949 is allocated to I&S, which goes to fund all outstanding debt owed by the General Fund. The I&S portion of the tax rate represents 34.56% of the total tax rate.



CITY OF BASTROP

FUND	DEPARTMENT	DIVISION
120 GENERAL FUND-DEBT SERVICE	00 NON-DEPARTMENT	00 NON-DIVISION

SUMMARY

CATEGORIES	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
AD VALOREM TAXES	$1,834,770	$1,863,009	$1,872,592	$2,006,862	$2,208,495
OTHER REVENUE	$9,842	$0	$0	$0	$0
INTEREST INCOME	$11,216	$10,850	$18,500	$20,000	$20,000
MISCELLANEOUS INCOME	$243,600	$247,619	$247,619	$246,548	$250,661
TRANSFERS IN	$515,366	$516,185	$516,185	$514,416	$545,688
TOTAL REVENUE	**$2,614,794**	**$2,637,663**	**$2,654,896**	**$2,787,826**	**$3,024,844**
OTHER CHARGES	$16,491	$17,500	$16,411	$16,500	$17,000
DEBT SERVICE	$2,345,727	$2,370,703	$2,699,103	$2,736,118	$2,780,883
TOTAL EXPENDITURES	**$2,362,218**	**$2,388,203**	**$2,715,514**	**$2,752,618**	**$2,797,883**

General Fund – Debt Service

Fund Description

Water/Wastewater Fund – Debt Service is funded by a portion of the rate allocated to fund all outstanding debt, interest and principle, owed by the Utility Fund.



CITY OF BASTROP

FUND	DEPARTMENT	DIVISION
220 W/WW DEBT SERVICE	00 NON-DEPARTMENT	00 NON-DIVISION

SUMMARY

CATEGORIES	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
INTEREST INCOME	$12,852	$26,386	$26,386	$30,000	$600
TRANSFERS IN - W/WW OPERATING	$1,444,181	$1,641,565	$1,641,565	$1,303,193	$2,325,097
TRANSFERS IN - IMPACT FEES	$812,139	$567,692	$567,374	$567,692	$567,692
TOTAL REVENUE	**$2,269,172**	**$2,235,643**	**$2,235,325**	**$1,900,885**	**$2,893,389**
DEBT SERVICE	$1,441,015	$1,425,805	$1,441,920	$1,870,887	$2,116,720
TRANSFERS OUT	$0	$0	$0	$2,000,000	$0
TOTAL EXPENDITURES	**$1,441,015**	**$1,425,805**	**$1,441,920**	**$3,870,887**	**$2,116,720**

Water/Wastewater Fund – Debt Service

Fund Description

2013 Combination Revenue/Tax Bond was issued for (i) constructing, improving, extending, and/or expanding City streets, including drainage, sidewalks, parking and right-of-way's; (ii) constructing, improving, extending, and/or expanding the City's water and wastewater system including an additional water supply well and related pipeline, and improvements for storm water drainage and detention and related roadway improvements; and (iii) the payment of professional services in connection therewith including legal, fiscal and engineering fees and the costs of issuing the Certificates. The FY 2020 projects include Main St. Improvements and improvements in the Bastrop Industrial Park (EDC funded).



CITY OF BASTROP

FUND	DEPARTMENT	DIVISION
724 2013 COMB REV/TAX BOND	00 NON-DEPARTMENT	00 NON-DIVISION

SUMMARY

CATEGORIES	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
INTEREST INCOME	$20,575	$15,000	$30,000	$26,644	$0
TOTAL REVENUE	**$20,575**	**$15,000**	**$30,000**	**$26,644**	**$0**
CONTRACTUAL SERVICES	$2,253	$0	$0	$0	$0
CAPITAL OUTLAY	$116,657	$1,317,356	$186,010	$1,035,407	$0
TRANSFER OUT	$0	$0	$0	$154,000	$0
TOTAL EXPENDITURES	**$118,910**	**$1,317,356**	**$186,010**	**$1,189,407**	**$0**

2013 Comb. Revenue/Tax Bond

Fund Description

2014 Certificate of Obligation Series was issued for (i) constructing, improving, extending, and/or expanding the City's water and wastewater system including equipment, vehicles, additional water supply well and related pipeline, and improvements for storm water drainage and detention and related roadway improvements; (ii) constructing improvements and upgrading the City's electric system including equipment and vehicles; and (iii) the payment of professional services in connection therewith including legal, fiscal and engineering fees and the costs of issuing the Certificates.



CITY OF BASTROP

FUND	DEPARTMENT	DIVISION
725 CO 2014 SERIES	00 NON-DEPARTMENT	00 NON-DIVISION

SUMMARY

CATEGORIES	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
OTHER REVENUE	$0	$0	$0	$0	$0
INTEREST INCOME	$24,361	$15,000	$4,500	$0	$0
TOTAL REVENIE	**$24,361**	**$15,000**	**$4,500**	**$0**	**$0**
CONTRACTUAL SERVICES	$0	$0	$0	$0	$0
OTHER CHARGES	$0	$0	$0	$0	$0
CAPITAL OUTLAY	$2,116,089	$833,776	$433,920	$0	$0
DEBT SERVICE	$0	$0	$0	$0	$0
TRANSFERS OUT	$0	$0	$0	$0	$0
TOTAL EXPENDITURES	**$2,116,089**	**$833,776**	**$433,920**	**$0**	**$0**

2014 Certificate of Obligation Series

Fund Description

2018 Certificate of Obligation Series was issued for (i) constructing, improving, and upgrading the City's streets including drainage, sidewalks, right-of-way and bridge repair; and (ii) the payment of professional services in connection therewith including legal, fiscal and engineering fees and the costs of the issuing the Certificates. The FY 2020 projects include match for drainage projects, Old Iron Bridge engineering, and Main St. Improvement.



CITY OF BASTROP

FUND	DEPARTMENT	DIVISION
726 CO 2018 SERIES	00 NON-DEPARTMENTAL	00 NON-DIVISION

SUMMARY

CATEGORIES	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
INTEREST INCOME	$0	$45,000	$75,000	$50,000	$0
TOTAL REVENUE	**$0**	**$45,000**	**$75,000**	**$50,000**	**$0**
CAPITAL OUTLAY	$0	$2,300,000	$364,803	$3,175,697	$0
TRANSFERS OUT	$0	$1,100,000	$1,100,000	$0	$0
TOTAL EXPENDITURES	**$0**	**$3,400,000**	**$1,464,803**	**$3,175,697**	**$0**

2018 Certificate of Obligation Series

Fund Description

2019 Water and Wastewater Utility System Revenue Series Bonds were issued for (1) paying costs of acquiring, purchasing, constructing, improving, renovating, enlarging or equipping the City's Utility System including constructing, acquiring, improving, renovating and equipping City waterworks and sewer system facilities and (2) paying the costs of issuing such Bonds.



CITY OF BASTROP

FUND	DEPARTMENT	DIVISION
2019 REVENUE BONDS	00 NON-DEPARTMENTAL	00 NON-PROGRAM

SUMMARY

CATEGORIES	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
INTEREST INCOME	$0	$0	$10,000	$8,000	$0
TRANSFERS IN	$0	$0	$1,911,207	$0	$0
TOTAL REVENUE	**$0**	**$0**	**$1,921,207**	**$8,000**	**$0**
CONTRACTUAL SERVICES	$0	$0	$41,500	$0	$0
CAPITAL OUTLAY	$0	$0	$1,872,022	$57,185	$0
TOTAL EXPENDITURES	**$0**	**$0**	**$1,913,522**	**$57,185**	**$0**

2019 Revenue Bond Series

Fund Description

2019 Limited Tax Note was issued for (i) constructing, improving, and upgrading the City's streets including drainage, sidewalks, right-of-way and bridge repair; and (ii) the payment of professional services in connection therewith including legal, fiscal and engineering fees and the costs of issuing the Notes.



CITY OF BASTROP

FUND	DEPARTMENT	DIVISION
727 2019 CO SERIES	00 NON-DEPARTMENTAL	00 NON-DIVISION

SUMMARY

CATEGORIES	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
OTHER REVENUE	$0	$0	$0	$465,000	$0
TOTAL REVENUE	**$0**	**$0**	**$0**	**$465,000**	**$0**
CAPITAL OUTLAY	$0	$0	$0	$465,000	$0
TOTAL EXPENDITURES	**$0**	**$0**	**$0**	**$465,000**	**$0**

2019 Limited Tax Note

Fund Description

2020 Certificate of Obligation will be issued to purchase much needed fire equipment to include: (1) Aerial Platform Engine; (2) PUC Pumper Engine; and replacement of Self-Contained Breathing Apparatus equipment.



CITY OF BASTROP

FUND	DEPARTMENT	DIVISION
728 CO 2020 SERIES	00 NON-DEPARTMENTAL	00 NON-DIVISION

SUMMARY

CATEGORIES	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
OTHER REVENUE	$0	$0	$0	$2,800,000	$0
TOTAL REVENUE	**$0**	**$0**	**$0**	**$2,800,000**	**$0**
CAPITAL OUTLAY	$0	$0	$0	$2,800,000	$0
TOTAL EXPENDITURE	**$0**	**$0**	**$0**	**$2,800,000**	**$0**

2020 Certificate of Obligation

CITY OF BASTROP
SCHEDULE OF DEBT SERVICE

Payment Date	General Obligation Series 2005 - $2,445,000 Maturity Date 2/1/2025 Interest Rate 3.67%			General Obligation Series 2006 - $345,000 Maturity Date 2/1/2026 Interest Rate 4.24%		
	Principal	Interest	Total	Principal	Interest	Total
2/1/2020	$ 145,000	$ 21,410	$ 166,410	$ 20,000	$ 4,123	$ 24,123
8/1/2020		$ 18,176	$ 18,176		$ 3,607	$ 3,607
2/1/2021	$ 150,000	$ 18,176	$ 168,176	$ 20,000	$ 3,607	$ 23,607
8/1/2021		$ 14,831	$ 14,831		$ 3,092	$ 3,092
2/1/2022	$ 155,000	$ 14,831	$ 169,831	$ 20,000	$ 3,092	$ 23,092
8/1/2022		$ 11,374	$ 11,374		$ 2,577	$ 2,577
2/1/2023	$ 165,000	$ 11,374	$ 176,374	$ 25,000	$ 2,577	$ 27,577
8/1/2023		$ 7,694	$ 7,694		$ 1,932	$ 1,932
2/1/2024	$ 170,000	$ 7,694	$ 177,694	$ 25,000	$ 1,932	$ 26,932
8/1/2024		$ 3,903	$ 3,903		$ 1,288	$ 1,288
2/1/2025	$ 175,000	$ 3,903	$ 178,903	$ 25,000	$ 1,288	$ 26,288
8/1/2025					$ 644	$ 644
2/1/2026				$ 25,000	$ 644	$ 25,644
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TOTAL	$ 960,000	$ 133,368	$ 1,093,368	$ 160,000	$ 30,404	$ 190,404
	Issue Date:		*12/6/2005*	*Issue Date:*		*12/21/2006*
	Rate of Interest:		*3.67%*	*Rate of Interest:*		*4.24%*

CITY OF BASTROP
SCHEDULE OF DEBT SERVICE

Payment Date	Certificate of Obligation Series 2006 - $725,000 Maturity Date 2/1/2026 Interest Rate 4.19%			General Obligation Series 2007 - $1,220,000 Maturity Date 2/1/2027 Interest Rate 4.08%		
	Principal	Interest	Total	Principal	Interest	Total
2/1/2020	$ 30,000	$ 5,856	$ 35,856	$ 70,000	$ 12,852	$ 82,852
8/1/2020		$ 5,092	$ 5,092		$ 11,424	$ 11,424
2/1/2021	$ 30,000	$ 5,092	$ 35,092	$ 70,000	$ 11,424	$ 81,424
8/1/2021		$ 4,329	$ 4,329		$ 9,996	$ 9,996
2/1/2022	$ 30,000	$ 4,329	$ 34,329	$ 75,000	$ 9,996	$ 84,996
8/1/2022		$ 3,565	$ 3,565		$ 8,466	$ 8,466
2/1/2023	$ 35,000	$ 3,565	$ 38,565	$ 75,000	$ 8,466	$ 83,466
8/1/2023		$ 2,674	$ 2,674		$ 6,936	$ 6,936
2/1/2024	$ 35,000	$ 2,674	$ 37,674	$ 80,000	$ 6,936	$ 86,936
8/1/2024		$ 1,782	$ 1,782		$ 5,304	$ 5,304
2/1/2025	$ 35,000	$ 1,782	$ 36,782	$ 85,000	$ 5,304	$ 90,304
8/1/2025		$ 891	$ 891		$ 3,570	$ 3,570
2/1/2026	$ 35,000	$ 891	$ 35,891	$ 85,000	$ 3,570	$ 88,570
8/1/2026					$ 1,836	$ 1,836
2/1/2027				$ 90,000	$ 1,836	$ 91,836
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TOTAL	$ 230,000	$ 42,522	$ 272,522	$ 630,000	$ 107,916	$ 737,916
	Issue Date:	*12/21/2006*		*Issue Date:*	*6/13/2007*	
	Rate of Interest:	*4.19%*		*Rate of Interest:*	*4.08%*	

CITY OF BASTROP
SCHEDULE OF DEBT SERVICE

Payment Date	Certificate of Obligation Series 2007 - $2,320,000 Maturity Date 2/1/2027 Interest Rate 4.04%			Certificate of Obligation Series 2010 - $7,400,000 Maturity Date 8/1/2022 Interest Rate 3.5-4.25%		
	Principal	Interest	Total	Principal	Interest	Total
2/1/2020	$ 130,000	$ 24,139	$ 154,139		$ 22,159	$ 22,159
8/1/2020		$ 21,513	$ 21,513	$ 360,000	$ 22,159	$ 382,159
2/1/2021	$ 135,000	$ 21,513	$ 156,513		$ 15,859	$ 15,859
8/1/2021		$ 18,786	$ 18,786	$ 425,000	$ 15,859	$ 440,859
2/1/2022	$ 140,000	$ 18,786	$ 158,786		$ 8,156	$ 8,156
8/1/2022		$ 15,958	$ 15,958	$ 450,000	$ 8,156	$ 458,156
2/1/2023	$ 145,000	$ 15,958	$ 160,958			$ -
8/1/2023		$ 13,029	$ 13,029			$ -
2/1/2024	$ 150,000	$ 13,029	$ 163,029			$ -
8/1/2024		$ 9,999	$ 9,999			$ -
2/1/2025	$ 160,000	$ 9,999	$ 169,999			$ -
8/1/2025		$ 6,767	$ 6,767			$ -
2/1/2026	$ 165,000	$ 6,767	$ 171,767			$ -
8/1/2026		$ 3,434	$ 3,434			$ -
2/1/2027	$ 170,000	$ 3,434	$ 173,434			$ -
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TOTAL	$ 1,195,000	$ 203,111	$ 1,398,111	$ 1,235,000	$ 92,350	$ 1,327,350
	Issue Date:	*6/13/2007*		*Issue Date:*	*2/10/2010*	
	Rate of Interest:	*4.04%*		*Rate of Interest:*	*3.5 - 4.25%*	

CITY OF BASTROP
SCHEDULE OF DEBT SERVICE

Payment Date	General Obligation Refunding Series 2010 - $2,560,000 Maturity Date 8/15/2024 Interest Rate 3.0-4.0%			General Obligation Refunding Series 2011 - $4,260,000 Maturity Date 8/1/2022 Interest Rate 3.5-4.0%		
	Principal	Interest	Total	Principal	Interest	Total
2/1/2020		$ 19,546	$ 19,546		$ 19,800	$ 19,800
8/1/2020	$ 195,000	$ 19,546	$ 214,546	$ 395,000	$ 19,800	$ 414,800
2/1/2021		$ 16,231	$ 16,231		$ 11,900	$ 11,900
8/1/2021	$ 200,000	$ 16,231	$ 216,231	$ 415,000	$ 11,900	$ 426,900
2/1/2022		$ 12,606	$ 12,606		$ 3,600	$ 3,600
8/1/2022	$ 210,000	$ 12,606	$ 222,606	$ 180,000	$ 3,600	$ 183,600
2/1/2023		$ 8,800	$ 8,800		$ -	$ -
8/1/2023	$ 215,000	$ 8,800	$ 223,800	$ -	$ -	$ -
2/1/2024		$ 4,500	$ 4,500		$ -	$ -
8/1/2024	$ 225,000	$ 4,500	$ 229,500	$ -	$ -	$ -
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TOTAL	$ 1,045,000	$ 123,368	$ 1,168,368	$ 990,000	$ 70,600	$ 1,060,600
	Issue Date:	*7/14/2010*		*Issue Date:*	*7/12/2011*	
	Rate of Interest:	*2 - 4%*		*Rate of Interest:*	*2 - 4%*	

CITY OF BASTROP
SCHEDULE OF DEBT SERVICE

Payment Date	General Obligation Refunding Series 2012 - $2,015,000 Maturity Date 8/1/2024 Interest Rate 2.0-3.0%			Certificate of Obligation Series 2012 - $4,300,000 Maturity Date 8/1/2032 Interest Rate 2.0-4.0%		
	Principal	Interest	Total	Principal	Interest	Total
2/1/2020		$ 17,100	$ 17,100		$ 51,625	$ 51,625
8/1/2020	$ 215,000	$ 17,100	$ 232,100	$ 195,000	$ 51,625	$ 246,625
2/1/2021		$ 13,875	$ 13,875		$ 48,700	$ 48,700
8/1/2021	$ 220,000	$ 13,875	$ 233,875	$ 200,000	$ 48,700	$ 248,700
2/1/2022		$ 10,575	$ 10,575		$ 45,700	$ 45,700
8/1/2022	$ 230,000	$ 10,575	$ 240,575	$ 210,000	$ 45,700	$ 255,700
2/1/2023		$ 7,125	$ 7,125		$ 42,550	$ 42,550
8/1/2023	$ 230,000	$ 7,125	$ 237,125	$ 215,000	$ 42,550	$ 257,550
2/1/2024		$ 3,675	$ 3,675		$ 39,325	$ 39,325
8/1/2024	$ 245,000	$ 3,675	$ 248,675	$ 220,000	$ 39,325	$ 259,325
2/1/2025					$ 36,025	$ 36,025
8/1/2025				$ 235,000	$ 36,025	$ 271,025
2/1/2026					$ 32,500	$ 32,500
8/1/2026				$ 245,000	$ 32,500	$ 277,500
2/1/2027					$ 28,825	$ 28,825
8/1/2027				$ 250,000	$ 28,825	$ 278,825
2/1/2028					$ 25,075	$ 25,075
8/1/2028				$ 260,000	$ 25,075	$ 285,075
2/1/2029					$ 21,175	$ 21,175
8/1/2029				$ 265,000	$ 21,175	$ 286,175
2/1/2030					$ 17,200	$ 17,200
8/1/2030				$ 270,000	$ 17,200	$ 287,200
2/1/2031					$ 11,800	$ 11,800
8/1/2031				$ 290,000	$ 11,800	$ 301,800
2/1/2032					$ 6,000	$ 6,000
8/1/2032				$ 300,000	$ 6,000	$ 306,000
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TOTAL	$ 1,140,000	$ 104,700	$ 1,244,700	$ 3,155,000	$ 813,000	$ 3,968,000
Issue Date:		*3/14/2012*		*Issue Date:*		*3/14/2012*
Rate of Interest:		*2 - 3%*		*Rate of Interest:*		*2 - 4%*

CITY OF BASTROP
SCHEDULE OF DEBT SERVICE

Payment Date	Certificate of Obligation Series 2013 - $11,000,000 Maturity Date 8/1/2033 Interest Rate 3.0-4.25%			Certificate of Obligation Series 2014 - $7,000,000 Maturity Date 8/1/2034 Interest Rate 2.0-3.5%		
	Principal	Interest	Total	Principal	Interest	Total
2/1/2020		$ 188,725	$ 188,725		$ 81,438	$ 81,438
8/1/2020	$ 325,000	$ 188,725	$ 513,725	$ 300,000	$ 81,438	$ 381,438
2/1/2021		$ 182,225	$ 182,225		$ 78,438	$ 78,438
8/1/2021	$ 325,000	$ 182,225	$ 507,225	$ 310,000	$ 78,438	$ 388,438
2/1/2022		$ 175,725	$ 175,725		$ 75,338	$ 75,338
8/1/2022	$ 510,000	$ 175,725	$ 685,725	$ 320,000	$ 75,338	$ 395,338
2/1/2023		$ 165,525	$ 165,525		$ 72,138	$ 72,138
8/1/2023	$ 535,000	$ 165,525	$ 700,525	$ 330,000	$ 72,138	$ 402,138
2/1/2024		$ 157,500	$ 157,500		$ 68,425	$ 68,425
8/1/2024	$ 555,000	$ 157,500	$ 712,500	$ 340,000	$ 68,425	$ 408,425
2/1/2025		$ 149,175	$ 149,175		$ 64,388	$ 64,388
8/1/2025	$ 610,000	$ 149,175	$ 759,175	$ 350,000	$ 64,388	$ 414,388
2/1/2026		$ 136,975	$ 136,975		$ 59,794	$ 59,794
8/1/2026	$ 630,000	$ 136,975	$ 766,975	$ 360,000	$ 59,794	$ 419,794
2/1/2027		$ 124,375	$ 124,375		$ 54,394	$ 54,394
8/1/2027	$ 685,000	$ 124,375	$ 809,375	$ 370,000	$ 54,394	$ 424,394
2/1/2028		$ 110,675	$ 110,675		$ 48,844	$ 48,844
8/1/2028	$ 790,000	$ 110,675	$ 900,675	$ 380,000	$ 48,844	$ 428,844
2/1/2029		$ 94,875	$ 94,875		$ 43,144	$ 43,144
8/1/2029	$ 845,000	$ 94,875	$ 939,875	$ 390,000	$ 43,144	$ 433,144
2/1/2030		$ 77,975	$ 77,975		$ 37,294	$ 37,294
8/1/2030	$ 890,000	$ 77,975	$ 967,975	$ 405,000	$ 37,294	$ 442,294
2/1/2031		$ 60,175	$ 60,175		$ 30,713	$ 30,713
8/1/2031	$ 930,000	$ 60,175	$ 990,175	$ 420,000	$ 30,713	$ 450,713
2/1/2032		$ 41,575	$ 41,575		$ 23,625	$ 23,625
8/1/2032	$ 970,000	$ 41,575	$ 1,011,575	$ 435,000	$ 23,625	$ 458,625
2/1/2033		$ 21,569	$ 21,569		$ 16,013	$ 16,013
8/1/2033	$ 1,015,000	$ 21,569	$ 1,036,569	$ 450,000	$ 16,013	$ 466,013
2/1/2034					$ 8,138	$ 8,138
8/1/2034				$ 465,000	$ 8,138	$ 473,138
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TOTAL	$ 9,615,000	$ 3,374,138	$ 12,989,138	$ 5,625,000	$ 1,524,238	$ 7,149,238

Issue Date: *11/12/2013* *Issue Date:* *5/15/2014*
Rate of Interest: *3-4.25%* *Rate of Interest:* *2-3.5%*

CITY OF BASTROP
SCHEDULE OF DEBT SERVICE

Payment Date	General Obligation Refunding Series 2014 - $2,275,000 Maturity Date 8/1/2031 Interest Rate 2.0-4.0%			General Obligation Refunding Series 2016 - $2,525,000 Maturity Date 8/1/2028 Interest Rate 2.0-4.0%		
	Principal	Interest	Total	Principal	Interest	Total
2/1/2020		$ 40,625	$ 40,625		$ 33,800	$ 33,800
8/1/2020	$ 110,000	$ 40,625	$ 150,625	$ 205,000	$ 33,800	$ 238,800
2/1/2021		$ 39,525	$ 39,525		$ 31,750	$ 31,750
8/1/2021	$ 115,000	$ 39,525	$ 154,525	$ 210,000	$ 31,750	$ 241,750
2/1/2022		$ 37,800	$ 37,800		$ 28,600	$ 28,600
8/1/2022	$ 120,000	$ 37,800	$ 157,800	$ 215,000	$ 28,600	$ 243,600
2/1/2023		$ 35,400	$ 35,400		$ 25,375	$ 25,375
8/1/2023	$ 125,000	$ 35,400	$ 160,400	$ 230,000	$ 25,375	$ 255,375
2/1/2024		$ 32,900	$ 32,900		$ 21,925	$ 21,925
8/1/2024	$ 135,000	$ 32,900	$ 167,900	$ 230,000	$ 21,925	$ 251,925
2/1/2025		$ 30,200	$ 30,200		$ 18,475	$ 18,475
8/1/2025	$ 140,000	$ 30,200	$ 170,200	$ 250,000	$ 18,475	$ 268,475
2/1/2026		$ 27,400	$ 27,400		$ 14,725	$ 14,725
8/1/2026	$ 140,000	$ 27,400	$ 167,400	$ 255,000	$ 14,725	$ 269,725
2/1/2027		$ 24,600	$ 24,600		$ 10,900	$ 10,900
8/1/2027	$ 155,000	$ 24,600	$ 179,600	$ 265,000	$ 10,900	$ 275,900
2/1/2028		$ 21,500	$ 21,500		$ 5,600	$ 5,600
8/1/2028	$ 155,000	$ 21,500	$ 176,500	$ 280,000	$ 5,600	$ 285,600
2/1/2029		$ 18,400	$ 18,400			$ -
8/1/2029	$ 110,000	$ 18,400	$ 128,400			$ -
2/1/2030		$ 16,200	$ 16,200			$ -
8/1/2030	$ 470,000	$ 16,200	$ 486,200			$ -
2/1/2031		$ 6,800	$ 6,800			$ -
8/1/2031	$ 340,000	$ 6,800	$ 346,800			$ -
2/1/2032			$ -			$ -
8/1/2032			$ -			$ -
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8/1/2033			$ -			$ -
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TOTAL	$ 2,115,000	$ 662,700	$ 2,777,700	$ 2,140,000	$ 382,300	$ 2,522,300

Issue Date: *5/15/2014* *Issue Date:* *5/26/2014*
Rate of Interest: *2-4%* *Rate of Interest:* *2-4%*

CITY OF BASTROP
SCHEDULE OF DEBT SERVICE

Payment Date	General Obligation Refunding Series 2017 - $3,745,000 Maturity Date 8/1/2029 Interest Rate 3.0-4.0%			Certificate of Obligation Series 2018 - $4,605,000 Maturity Date 8/1/2038 Interest Rate 3.75-4.0%		
	Principal	Interest	Total	Principal	Interest	Total
2/1/2020		$ 73,500	$ 73,500		$ 79,319	$ 79,319
8/1/2020	$ 25,000	$ 73,500	$ 98,500	$ 200,000	$ 79,319	$ 279,319
2/1/2021		$ 73,125	$ 73,125		$ 75,319	$ 75,319
8/1/2021	$ 30,000	$ 73,125	$ 103,125	$ 210,000	$ 75,319	$ 285,319
2/1/2022		$ 72,675	$ 72,675		$ 71,119	$ 71,119
8/1/2022	$ 25,000	$ 72,675	$ 97,675	$ 335,000	$ 71,119	$ 406,119
2/1/2023		$ 72,300	$ 72,300		$ 64,419	$ 64,419
8/1/2023	$ 455,000	$ 72,300	$ 527,300	$ 350,000	$ 64,419	$ 414,419
2/1/2024		$ 63,200	$ 63,200		$ 57,419	$ 57,419
8/1/2024	$ 475,000	$ 63,200	$ 538,200	$ 170,000	$ 57,419	$ 227,419
2/1/2025		$ 53,700	$ 53,700		$ 54,019	$ 54,019
8/1/2025	$ 495,000	$ 53,700	$ 548,700	$ 180,000	$ 54,019	$ 234,019
2/1/2026		$ 43,800	$ 43,800		$ 50,419	$ 50,419
8/1/2026	$ 520,000	$ 43,800	$ 563,800	$ 185,000	$ 50,419	$ 235,419
2/1/2027		$ 33,400	$ 33,400		$ 46,719	$ 46,719
8/1/2027	$ 545,000	$ 33,400	$ 578,400	$ 195,000	$ 46,719	$ 241,719
2/1/2028		$ 22,500	$ 22,500		$ 42,819	$ 42,819
8/1/2028	$ 570,000	$ 22,500	$ 592,500	$ 200,000	$ 42,819	$ 242,819
2/1/2029		$ 11,100	$ 11,100		$ 39,819	$ 39,819
8/1/2029	$ 555,000	$ 11,100	$ 566,100	$ 210,000	$ 39,819	$ 249,819
2/1/2030			$ -		$ 36,669	$ 36,669
8/1/2030			$ -	$ 215,000	$ 36,669	$ 251,669
2/1/2031			$ -		$ 33,444	$ 33,444
8/1/2031			$ -	$ 220,000	$ 33,444	$ 253,444
2/1/2032			$ -		$ 30,144	$ 30,144
8/1/2032			$ -	$ 225,000	$ 30,144	$ 255,144
2/1/2033			$ -		$ 26,769	$ 26,769
8/1/2033			$ -	$ 235,000	$ 26,769	$ 261,769
2/1/2034			$ -		$ 22,950	$ 22,950
8/1/2034			$ -	$ 240,000	$ 22,950	$ 262,950
2/1/2035					$ 19,050	$ 19,050
8/1/2035				$ 250,000	$ 19,050	$ 269,050
2/1/2036					$ 14,675	$ 14,675
8/1/2036				$ 260,000	$ 14,675	$ 274,675
2/1/2037					$ 10,125	$ 10,125
8/1/2037				$ 265,000	$ 10,125	$ 275,125
2/1/2038					$ 5,156	$ 5,156
8/1/2038				$ 275,000	$ 5,156	$ 280,156
2/1/2039						
8/1/2039						
TOTAL	$ 3,695,000	$ 1,038,600	$ 4,733,600	$ 4,420,000	$ 1,560,738	$ 5,980,738

Issue Date: *3/2/2017* *Issue Date:* *9/20/2018*
Rate of Interest: *3-4%* *Rate of Interest:* *3-4%*

CITY OF BASTROP
SCHEDULE OF DEBT SERVICE

Payment Date	Water & Wastewater Utility Sys Rev Bonds Series 2019 - $1,900,000 Maturity Date 8/1/2039 Interest Rate 3.0-4.0%			Limited Tax Note Series 2019 - $465,000 Maturity Date 8/1/2026 Interest Rate 2.25%		
	Principal	Interest	Total	Principal	Interest	Total
2/1/2020		$ 31,875	$ 31,875		$ 4,156	$ 4,156
8/1/2020	$ 65,000	$ 31,875	$ 96,875	$ 15,000	$ 4,156	$ 19,156
2/1/2021		$ 30,575	$ 30,575		$ 5,062	$ 5,062
8/1/2021	$ 65,000	$ 30,575	$ 95,575	$ 15,000	$ 5,062	$ 20,062
2/1/2022		$ 29,275	$ 29,275		$ 4,894	$ 4,894
8/1/2022	$ 70,000	$ 29,275	$ 99,275	$ 85,000	$ 4,894	$ 89,894
2/1/2023		$ 27,875	$ 27,875		$ 3,938	$ 3,938
8/1/2023	$ 70,000	$ 27,875	$ 97,875	$ 85,000	$ 3,938	$ 88,938
2/1/2024		$ 26,475	$ 26,475		$ 2,981	$ 2,981
8/1/2024	$ 75,000	$ 26,475	$ 101,475	$ 85,000	$ 2,981	$ 87,981
2/1/2025		$ 24,975	$ 24,975		$ 2,025	$ 2,025
8/1/2025	$ 80,000	$ 24,975	$ 104,975	$ 90,000	$ 2,025	$ 92,025
2/1/2026		$ 23,375	$ 23,375		$ 1,013	$ 1,013
8/1/2026	$ 80,000	$ 23,375	$ 103,375	$ 90,000	$ 1,013	$ 91,013
2/1/2027		$ 21,775	$ 21,775			$ -
8/1/2027	$ 85,000	$ 21,775	$ 106,775			$ -
2/1/2028		$ 20,075	$ 20,075			$ -
8/1/2028	$ 85,000	$ 20,075	$ 105,075			$ -
2/1/2029		$ 18,375	$ 18,375			$ -
8/1/2029	$ 90,000	$ 18,375	$ 108,375			$ -
2/1/2030		$ 17,025	$ 17,025			$ -
8/1/2030	$ 95,000	$ 17,025	$ 112,025			$ -
2/1/2031		$ 15,600	$ 15,600			$ -
8/1/2031	$ 100,000	$ 15,600	$ 115,600			$ -
2/1/2032		$ 14,100	$ 14,100			$ -
8/1/2032	$ 100,000	$ 14,100	$ 114,100			$ -
2/1/2033		$ 12,600	$ 12,600			$ -
8/1/2033	$ 105,000	$ 12,600	$ 117,600			$ -
2/1/2034		$ 11,025	$ 11,025			$ -
8/1/2034	$ 110,000	$ 11,025	$ 121,025			$ -
2/1/2035		$ 9,375	$ 9,375			$ -
8/1/2035	$ 115,000	$ 9,375	$ 124,375			$ -
2/1/2036		$ 7,650	$ 7,650			$ -
8/1/2036	$ 120,000	$ 7,650	$ 127,650			$ -
2/1/2037		$ 5,850	$ 5,850			$ -
8/1/2037	$ 125,000	$ 5,850	$ 130,850			$ -
2/1/2038		$ 3,975	$ 3,975			$ -
8/1/2038	$ 130,000	$ 3,975	$ 133,975			$ -
2/1/2039		$ 2,025	$ 2,025			
8/1/2039	$ 135,000	$ 2,025	$ 137,025			
TOTAL	$ 1,900,000	$ 707,750	$ 2,607,750	$ 465,000	$ 48,138	$ 513,138

Issue Date: *4/30/2019* *Issue Date:* *TBD*
Rate of Interest: *3-4%* *Rate of Interest:* *2.25%*



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Other Funds

Other Funds

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Fairview Cemetery Operating Fund #525 328
Fairview Cemetery Permanent Fund #526 329
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Hunters Crossing Public Improvement District 331
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Fund Description

The mission of the Economic Development Corporation is to enhance the quality of life in the City of Bastrop, by providing appropriate infrastructure and by promoting and assisting the kind of economic development in our community which will provide the people of Bastrop meaningful and rewarding employment opportunities and greater access to desirable goods and services.



CITY OF BASTROP

FUND	DEPARTMENT	DIVISION
601 BASTROP E.D.C. FUND	00 NON-DEPARTMENT	00 NON-DIVISION

SUMMARY

CATEGORIES	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
SALES TAX	$2,413,867	$2,445,220	$2,487,000	$2,560,000	$2,640,000
CHARGES FOR SERVICES	$13,800	$13,800	$13,800	$13,800	$13,800
OTHER INCOME	$0	$0	$0	$0	$0
INTEREST INCOME	$77,666	$54,000	$100,125	$80,000	$75,000
MISCELLANEOUS INCOME	$2,911	$715,000	$118,848	$40,000	$161,500
TRANSFER IN	$0	$0	$0	$0	$0
OTHER SOURCES	$0	$0	$0	$1,520,000	$0
TOTAL REVENIUE	**$2,508,244**	**$3,228,020**	**$2,719,773**	**$4,213,800**	**$2,890,300**

.

Bastrop EDC

FY 2020 Fund Summary & Personnel Schedule



CITY OF BASTROP

FUND	DEPARTMENT	DIVISION
601 BASTROP E.D.C. FUND	00 NON-DEPARTMENT	00 NON-DIVISION

SUMMARY

CATEGORIES	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
PERSONNEL COSTS	$304,563	$359,379	$428,764	$490,151	$503,921
SUPPLIES AND MATERIALS	$12,984	$23,360	$21,050	$22,360	$22,560
MAINTENANCE AND REPAIRS	$9,170	$25,533	$13,150	$26,200	$26,200
OCCUPANCY	$49,490	$123,405	$48,700	$54,000	$52,800
CONTRACTUAL SERVICES	$382,525	$898,050	$511,088	$448,200	$476,735
OTHER CHARGES	$618,282	$1,002,264	$646,433	$1,000,534	$868,200
CONTINGENCY	$0	$25,000	$0	$25,000	$25,000
CAPITAL OUTLAY	$339,527	$1,786,218	$1,627,572	$2,692,000	$0
DEBT SERVICE	$307,218	$462,328	$422,538	$485,453	$447,803
TOTAL EXPENDITURES	**$2,023,759**	**$4,705,537**	**$3,719,295**	**$5,243,898**	**$2,423,219**

PERSONNEL SCHEDULE

POSITION TITLE	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
ASSISTANT DIRECTOR / BEDC	1.000	1.000	1.000	1.000	1.000
BEDC MARKETING & COMMUNICATIONS MANAGER	0.000	0.000	0.000	1.000	1.000
DIRECTOR	1.000	1.000	1.000	1.000	1.000
OFFICE MANAGER	1.000	1.000	1.000	1.000	1.000
PROJ MGR/ECO DEV COORD	1.000	1.000	1.000	1.000	1.000
TOTAL FTEs	**4.000**	**4.000**	**4.000**	**5.000**	**5.000**

Fund Description

The Designated Fund contains revenue generated from fees collected for specific uses. Fees include Traffic Safety (Red Light Camera Fees), Court Technology, Court Security, Juvenile Diversion (Case Manager), Public Education & Government (PEG), Police Seizure, and Police Donations. **There is $405,000 in Red Light Camera Funds designated for Sidewalk Connectivity to improve pedestrian safety.**



CITY OF BASTROP

FUND	DEPARTMENT	DIVISION
102 DESIGNATED FUND	00 NON-DEPARTMENT	00 NON-DIVISION

SUMMARY

CATEGORIES	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
FRANCHISE AND OTHER TAXES	$22,890	$23,000	$23,000	$23,250	$23,500
CHARGES FOR SERVICES	$2,901	$1,900	$3,231	$1,900	$1,900
FINES AND FORFEITURES	$14,197	$14,500	$12,650	$12,650	$12,650
INTEREST INCOME	$10,462	$8,000	$13,800	$10,000	$6,000
INTERGOVERNMENTAL	$13,381	$0	$1,000	$0	$0
OTHER	$23,917	$10,700	$11,413	$11,910	$12,433
TOTAL REVENUE	**$87,748**	**$58,100**	**$65,094**	**$59,710**	**$56,483**
CONTRACTUAL SERVICES	$45,367	$435,000	$45,000	$405,000	$0
OTHER CHARGES	$26,757	$42,450	$26,500	$51,950	$28,000
CAPITAL OUTLAY	$21,800	$57,700	$54,000	$15,000	$15,000
TOTAL EXPENDITURES	**$93,924**	**$535,150**	**$125,500**	**$471,950**	**$43,000**

Designated Fund #102

Fund Description

Fairview Cemetery #525 is used for the operations of the cemetery. This fund collects all fees associated with plot sales and the expenses associated with the perpetual care and upkeep of plots and graves in the cemetery.



CITY OF BASTROP

FUND	DEPARTMENT	DIVISION
525 FAIRVIEW CEMETERY-OPERAT	00 NON-DEPARTMENT	00 NON-DIVISION

SUMMARY

CATEGORIES	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
INTEREST INCOME	$2,629	$2,700	$4,700	$4,800	$5,000
MISCELLANEOUS INCOME	$124,725	$101,600	$88,290	$92,050	$92,140
TRANSFERS IN	$4,347	$4,700	$5,400	$4,700	$4,700
TOTAL REVENUE	**$131,701**	**$109,000**	**$98,390**	**$101,550**	**$101,840**
PERSONNEL COSTS	$46,793	$48,640	$48,590	$49,439	$51,049
SUPPLIES AND MATERIALS	$8,032	$8,400	$2,800	$3,400	$3,100
MAINTENANCE AND REPAIRS	$3,262	$9,300	$3,000	$9,200	$9,300
OCCUPANCY	$2,475	$2,600	$2,600	$2,600	$2,600
CONTRACTUAL SERVICES	$43,285	$19,640	$14,555	$44,890	$18,550
OTHER CHARGES	$1,234	$1,200	$3,200	$1,200	$1,200
CONTINGENCY	$0	$3,000	$0	$3,000	$3,000
CAPITAL OUTLAY	$10,880	$0	$117,900	$0	$0
TOTAL EXPENDITURES	**$115,961**	**$92,780**	**$192,645**	**$113,729**	**$88,799**

PERSONNEL SCHEDULE

POSITION TITLE	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
GROUNDKEEPER	1.000	1.000	1.000	1.000	1.000
TOTAL FTEs	**1.000**	**1.000**	**1.000**	**1.000**	**1.000**

Fairview Cemetery #525

Fund Description

Fairview Cemetery #526 is used to report resources that are legally restricted to the extent that only earnings, not principal, may be used for purposes that support the cemetery operating fund.



CITY OF BASTROP

FUND	DEPARTMENT	DIVISION
526 FAIRVIEW CEMETERY-PERMAN	00 NON-DEPARTMENT	00 NON-DIVISION

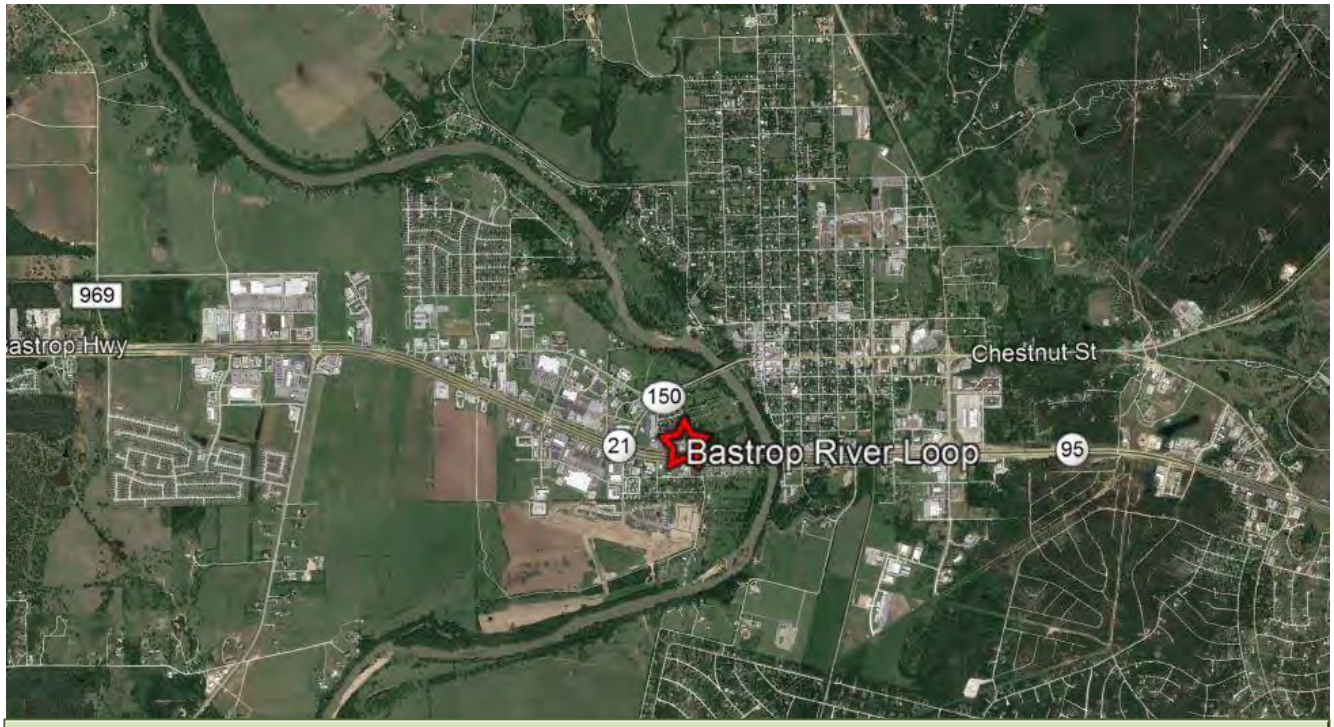
SUMMARY

CATEGORIES	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
INTEREST INCOME	$5,143	$4,700	$4,700	$4,700	$4,800
TOTAL REVENUE	**$5,143**	**$4,700**	**$4,700**	**$4,700**	**$4,800**
TRANSFER OUT	$4,347	$4,700	$4,700	$4,700	$4,800
TOTAL EXPENDITURES	**$4,347**	**$4,700**	**$4,700**	**$4,700**	**$4,800**

Fairview Cemetery #526

Fund Description

The Grant Fund is used to account for grants received from local, state and federal agencies for capital projects and the application of the funds in accordance with stated requirements.



CITY OF BASTROP

FUND	DEPARTMENT	DIVISION
801 GRANT FUND	00 NON-DEPARTMENT	00 NON-DIVISION

SUMMARY

CATEGORIES	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
INTEREST INCOME	$0	$0	$0	$0	$0
INTERGOVERNMENTAL	$1,146,823	$187,500	$146,752	$745,000	$0
MISCELLANEOUS INCOME	$0	$1,229,076	$189,076	$2,118,125	$0
TRANSFERS IN	$0	$0	$0	$0	$0
TOTAL REVENUE	**$1,146,823**	**$1,416,576**	**$335,828**	**$2,863,125**	**$0**
SUPPLIES AND MATERIALS	$0	$0	$0	$0	$0
MAINTENANCE AND REPAIRS	$0	$0	$0	$0	$0
CONTRACTUAL SERVICES	$0	$117,076	$0	$0	$0
CAPITAL OUTLAY	$1,105,734	$1,299,500	$335,828	$2,863,125	$0
TRANSFERS OUT	$0	$0	$0	$0	$0
TOTAL EXPENDITURES	**$1,105,734**	**$1,416,576**	**$335,828**	**$2,863,125**	**$0**

Grant Fund #801

Fund Description

The Hunters Crossing PID Fund was established as a Public Improvement District under Chapter 372, Texas Local Government Code, to fund public infrastructure improvements within the Hunter's Crossing Improvement District. This fund collects the assessments approved by the City Council of the City of Bastrop and paid for by the property owners within the District. The assessments fund the expenses associated with maintaining the assets of the District and reimbursing the developer annually from the capital portion of the assessment.



CITY OF BASTROP

FUND	DEPARTMENT	DIVISION
710 HUNTERS CROSSING PID	00 NON-DEPARTMENT	00 NON-DIVISION

SUMMARY

CATEGORIES	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
TAXES AND PENALTIES	$377,027	$439,666	$576,130	$620,403	$620,403
CHARGES FOR SERVICES	$0	$0	$0	$0	$0
INTEREST INCOME	$891	$1,000	$5,000	$5,000	$5,000
TOTAL REVENUE	**$377,918**	**$440,666**	**$581,130**	**$625,403**	**$625,403**
MAINTENANCE/REPAIRS	$83,866	$80,470	$78,026	$82,898	$87,898
CONTRACTUAL SERVICES	$109,974	$32,250	($7,936)	$42,250	$57,250
OTHER CHARGES	$323,761	$0	$0	$911,000	$468,860
CONTINGENCY	$0	$0	$0	$0	$0
TOTAL EXPENDITURES	**$517,601**	**$112,720**	**$70,090**	**$1,036,148**	**$614,008**

Hunters Crossing PID

Fund Description

The Impact Fee Funds were established under Chapter 395, Texas Local Government Code, to finance water and wastewater capital improvements required by new development.



CITY OF BASTROP

FUND	DEPARTMENT	DIVISION
306 IMPACT FEE	00 NON-DEPARTMENT	00 NON-DIVISION

SUMMARY

CATEGORIES	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
WATER REVENUES	$298,029	$135,300	$135,300	$135,300	$135,300
WASTEWATER REVENUES	$454,312	$355,400	$231,010	$266,550	$266,550
INTEREST INCOME	$27,787	$18,900	$23,000	$19,000	$18,000
TOTAL REVENUE	**$780,128**	**$509,600**	**$389,310**	**$420,850**	**$419,850**
CONTRACTUAL SERVICES	$0	$9,250	$9,250	$7,500	$7,500
CAPITAL OUTLAY	$80,500	$124,050	$79,534	$150,000	$0
TRANSFER OUT	$442,128	$227,419	$227,419	$249,784	$249,784
TOTAL WATER CIP EXPENDITURES	**$522,628**	**$360,719**	**$316,203**	**$407,284**	**$257,284**
CONTRACTUAL SERVICES	$0	$9,250	$9,250	$7,500	$7,500
TRANSFER OUT	$725,604	$340,273	$340,273	$317,907	$317,907
TOTAL WASTEWATER CIP EXPENDITURES	**$725,604**	**$349,523**	**$349,523**	**$325,407**	**$325,407**

Impact Fee Fund

Fund Description

The Library Board Fund is used to account for the application of any gifts and donations received for the benefit of the Library.



CITY OF BASTROP

FUND	DEPARTMENT	DIVISION
505 LIBRARY BOARD FUND	00 NON-DEPARTMENT	00 NON-DIVISION

SUMMARY

CATEGORIES	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
INTEREST INCOME	$481	$550	$500	$550	$600
MISCELLANEOUS INCOME	$30,849	$20,000	$30,000	$20,000	$20,000
TOTAL REVENUE	**$31,330**	**$20,550**	**$30,500**	**$20,550**	**$20,600**
PERSONNEL COSTS	$0	$0	$0	$0	$0
SUPPLIES AND MATERIALS	$13,169	$17,275	$19,100	$18,750	$17,600
MAINTENANCE AND REPAIRS	$0	$200	$2,110	$200	$200
CONTRACTUAL SERVICES	$2,078	$500	$550	$1,000	$500
OTHER CHARGES	$0	$500	$400	$500	$500
CAPITAL OUTLAY	$0	$0	$0	$0	$0
TRANSFERS OUT	$2,412	$3,000	$2,800	$3,030	$3,030
TOTAL EXPENDITURES	**$17,659**	**$21,475**	**$24,960**	**$23,480**	**$21,830**

Library Board Fund #505

Fund Description

The Park / Trail Land Dedication is used to account for receipts and disbursement of funds received designated for special improvement projects related to City parks and trails. The FY 2020 project is the Skate Park at Fisherman's Park.



CITY OF BASTROP

FUND	DEPARTMENT	DIVISION
520 PARK/TRAIL LAND DEDICAT	00 NON-DEPARTMENT	00 NON-DIVISION

SUMMARY

CATEGORIES	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
CHARGES FOR SERVICES	$0	$102,291	$0	$0	$0
INTEREST INCOME	$553	$500	$2,400	$1,000	$0
TOTAL REVENUE	**$553**	**$102,791**	**$2,400**	**$1,000**	**$0**
CAPITAL OUTLAY	$0	$107,977	$0	$100,000	$0
TOTAL EXPENDITURES	**$0**	**$107,977**	**$0**	**$100,000**	**$0**

Park/Trail Land Dedication Fund #520

Fund Description

The Vehicle and Equipment Replacement Fund has been established to account for activities related to vehicle and equipment replacement services provided to other departments within the City on a cost-reimbursement basis.



CITY OF BASTROP

FUND	DEPARTMENT	DIVISION
380 VEHICLE AND EQUIP REPL FUND	00 NON-DEPARTMENT	00 NON-DIVISION

SUMMARY

CATEGORIES	ACTUAL 2018	BUDGET 2019	ESTIMATE 2019	PROPOSED 2020	PLANNING 2021
CHARGES FOR SERVICES	$403,872	$311,563	$311,563	$371,192	$371,192
INTEREST INCOME	$16,645	$15,500	$15,000	$15,500	$16,000
TRANSFERS IN	$137,496	$254,500	$254,500	$75,000	$65,000
OTHER SOURCES	$41,030	$30,000	$5,000	$0	$0
TOTAL REVENUE	**$599,043**	**$611,563**	**$586,063**	**$461,692**	**$452,192**
CAPITAL OUTLAY	$484,880	$400,764	$320,112	$356,500	$195,000
TOTAL EXPENDITURES	**$484,880**	**$400,764**	**$320,112**	**$356,500**	**$195,000**

Vehicle/Equipt. Replacement Fund



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BASTROPTX
Heart of the Lost Pines
Est. 1832

Reference

Reference

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Annual Budget Ordinance





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Annual Tax Rate Ordinance





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Boards & Commissions

BASTROP ART IN PUBLIC PLACES (BAIPP) expands the enjoyment, access, and appreciation of art in Bastrop, as well as assists the Bastrop City Council in developing guidelines and standards for the selection, display, acquisition, and maintenance of public art in the City.

FAIRVIEW CEMETERY ADVISORY BOARD serves as a policy advisory board to the City Council recommending rules and policies concerning the use, care, control, management, restriction, and protection of Fairview Cemetery.

CONSTRUCTION STANDARDS BOARD OF ADJUSTMENTS AND APPEALS hears any appeals of decisions and interpretations of the Building Official and considers variances of the technical codes.

BASTROP ECONOMIC DEVELOPMENT CORPORATION serves as a catalyst for community development and economic opportunity that enhances the competitiveness of Bastrop and increases property values, sales tax revenue, job opportunities, and quality of life.

ETHICS COMMISSION ensures the implementation and enforcement of the City's Code of Ethics.

HISTORIC LANDMARK COMMISSION is empowered to adopt criteria for Council recommendation that protects, enhances, and perpetuates the sites, landmarks or districts of historical and cultural importance and significance. The City represents a unique confluence of time and place that has shaped the identity of generations of citizens, collectively and individually, and produced significant historic, architectural, and cultural resources that constitute Bastrop's heritage.

BASTROP HOUSING AUTHORITY strives to improve the community by working for better housing and to improve the living standards of the community's low-income families.

HUNTERS CROSSING LOCAL GOVERNMENT CORPORATION BOARD was organized for the purpose of aiding, assisting, and acting on behalf of the City of Bastrop, TX to implement the City-approved Service Plan for the Hunters Crossing Public Improvement District and to perform such other functions as the City from time to time lawfully may delegate to the Corporation.

LIBRARY BOARD makes recommendations regarding present and future needs of the library such as materials, policy and fees, and hears appeals or challenges to library rules, policies, fines, or acquisitions of library materials.

MAIN STREET ADVISORY BOARD serves to foster a vision for Bastrop's future that will establish goals and priorities for the Bastrop Main Street Program and foster revitalization of the Main Street Program Area, coordinate activities of the Program's standing and special committees, and recommend projects and activities to Council and the Bastrop Economic Development Corporation Board of Directors that are directly beneficial to achievement of economic vitality of the Program Area.

PARKS BOARD/PUBLIC TREE ADVISORY BOARD has two purposes. As the Parks Board, this body provides recommendations on plans and programs designed to assist the Parks and Recreation Department in maintaining and improving the City parks and providing recreation programs for the general welfare of the people of the City. As the Public Tree Advisory Board, this body promotes the protection of healthy trees on public property, maintains the City's designation as Tree City USA, coordinates and promotes Arbor Day activities, and develops public awareness and education programs relating to trees in the city community.

PLANNING & ZONING COMMISSION promotes economic and community development and neighborhood preservation through the review, study, and consideration of zoning issues relative to state and local laws. Examples include recommendations to Council regarding zoning requests by individuals or developers and any updates to current zoning ordinances.

YOUTH ADVISORY COUNCIL (YAC) promotes the interest and receives input from the youth in the community, researches what other communities are doing to involve the youth in the development of the community and promotes the involvement of YAC to other communities.

ZONING BOARD OF ADJUSTMENTS hears appeals from administrative decisions regarding zoning, and in appropriate cases, subject to appropriate conditions and safeguards, may authorize variances from the terms of City of Bastrop Zoning Ordinance.



Detailed Employee Listing

Position	Department	FY 2018 Actual	FY 2019 Actual	FY 2020 Proposed
City Manager	Administration	1.000	1.000	1.000
Executive Assistant/Deputy City Secretary	Administration	1.000	1.000	1.000
Receptionist/Office Assistant	Administration	0.625	1.250	1.250
Community/Council Liaison	Administration	0.000	1.000	1.000
City Secretary	City Secretary	1.000	1.000	1.000
Assistant Finance Director	Finance	1.000	1.000	0.000
Chief Financial Officer	Finance	1.000	1.000	1.000
Finance Specialist I	Finance	1.000	1.000	1.000
Finance Specialist II	Finance	2.000	2.000	2.000
Customer Service Coordinator	Finance	0.000	1.000	1.000
Customer Service Specialist II	Finance	3.000	2.000	2.000
Customer Service Supervisor	Finance	1.000	1.000	1.000
Director	Human Resources	1.000	1.000	1.000
Executive Administrative Assistant	Human Resources	0.625	0.625	0.750
Director	IT	1.000	1.000	1.000
System Administrator	IT	1.000	1.000	1.000
Chief Story Teller	Filming/Broadcasting	1.000	0.000	0.000
Temporary Assistant Chief Story Teller	Filming/Broadcasting	0.475	0.000	0.000
Administrative Assistant	Police	1.000	1.000	1.000
Administrative Officer	Police	1.000	1.000	1.000
Assistant Police Chief	Police	1.000	1.000	1.000
Assistant City Manager of Public Safety & Community Support	Police	1.000	1.000	0.650
Records Clerk	Police	0.500	1.000	1.000
Records Technician	Police	1.000	1.000	1.000
Code Compliance/Animal Control Officer	Police	1.000	1.000	1.000
Police Detective	Police	3.000	3.000	3.000
Corporal	Police	2.000	0.000	0.000
Police Officers	Police	4.000	4.000	3.000
Police Officer I	Police	2.000	2.000	1.000
Senior Officer	Police	4.000	6.000	9.000
Sergeant	Police	3.000	5.000	5.000
Fire Chief	Fire	1.000	1.000	1.000
Assistant Fire Chief/Inspector	Fire	0.000	0.000	1.000
Firefighter	Fire	4.200	6.300	8.400
Court Administrator	Municipal Court	1.000	1.000	1.000

Position	Department	FY 2018 Actual	FY 2019 Actual	FY 2020 Proposed
Court Clerk/Juvenile Cases	Municipal Court	1.000	1.000	1.000
Court Clerk/Trial Coordinator	Municipal Court	1.000	1.000	1.000
Judge	Municipal Court	1.000	1.000	1.000
Court VOE Clerk	Municipal Court	0.250	0.250	0.250
Assistant Planning Director	Development Services	1.000	1.000	1.000
Planner	Development Services	1.000	2.000	1.000
Planner II	Development Services	0.000	0.000	1.000
Planning Director	Development Services	1.000	1.000	1.000
Planning Technician	Development Services	1.000	1.000	1.000
Permit Technician	Development Services	0.000	0.000	1.000
Building Inspector	Development Services	0.000	1.000	1.000
Building Official	Development Services	1.000	1.000	1.000
City Engineer (50%)	Development Services	0.500	0.500	0.500
GIS/Permit Specialist	Development Services	1.000	1.000	0.000
Assistant City Manager of Development Services	Public Works	0.250	0.250	0.250
Assistant Public Works Director	Public Works	0.500	0.250	0.250
Construction Manager	Public Works	0.000	0.000	1.000
Mechanic	Public Works	1.000	1.000	1.000
Public Works Technician	Public Works	0.500	0.375	0.375
Equipment Operator I	Public Works	3.000	3.000	3.000
Equipment Operator II	Public Works	3.000	3.000	3.000
Public Works Crew Leader	Public Works	1.000	1.000	1.000
Public Works Maintenance Worker II	Public Works	2.000	2.000	2.000
Utility Field Superintendent	Public Works	0.750	1.000	1.000
Assistant Public Works Director	Parks	0.000	0.250	0.250
Athletic Field Maintenance Technician	Parks	1.000	1.000	1.000
Assistant City Manager of Development Services	Parks	0.250	0.250	0.250
Equipment Operator I	Parks	1.000	1.000	1.000
Facilities Maintenance Worker II	Parks	1.000	1.000	1.000
Maintenance Specialist	Parks	1.000	1.000	1.000
Parks & Recreation Superintendent	Parks	1.000	1.000	1.000
Parks Crew Leader	Parks	1.000	1.000	1.000
Parks Maintenance Worker II	Parks	5.000	5.000	5.000
Public Works Technician	Parks	0.500	0.375	0.375
Seasonal Employees	Parks	0.200	0.200	0.180
Custodian	Parks	3.000	3.000	3.000
Custodian Crew Leader	Parks	1.000	1.000	1.000
Library Associate Supervisor	Library	1.000	1.000	0.000
Library Associate II/Circulations	Library	1.800	1.000	2.000
Library Associate II/Administrative Services	Library	1.000	1.000	1.000
Library Associate I/Childrens Services	Library	1.000	1.000	1.000
Library Associate II/Communications		0.000	0.800	0.000
Library Associate II/Web & Graphics	Library	1.000	1.000	1.000
Library Clerk - VOE	Library	1.000	1.000	1.000

Position	Department	FY 2018 Actual	FY 2019 Actual	FY 2020 Proposed
Library Director	Library	1.000	1.000	1.000
Supervisor of Public Service	Library	1.000	1.000	1.000
Young Adult Librarian	Library	1.000	1.000	1.000
Interim Library Services Supervisor	Library	0.000	0.000	1.000
Assistant Public Works Director	Water/Wastewater	0.500	0.500	0.500
City Engineer (50%)	Water/Wastewater	0.500	0.500	0.500
Assistant City Manager of Development Services	Water/Wastewater	0.500	0.500	0.500
Public Works Technician	Water/Wastewater	0.000	0.250	0.250
Special Programs Coordinator	Water/Wastewater	1.000	1.000	1.000
Foreman	Water/Wastewater	1.000	1.000	1.000
Utility Field Superintendent	Water/Wastewater	0.250	0.000	0.000
W/WW Systems Technician	Water/Wastewater	6.000	6.000	6.000
W/WW Systems Technician Crew Leader	Water/Wastewater	1.000	1.000	1.000
Chief Plant Operator	Water/Wastewater	0.500	0.500	0.500
W/WW Plant Operator C	Water/Wastewater	2.000	2.000	2.000
W/WW Plant Operator	Water/Wastewater	1.000	1.000	1.000
W/WW Superintendent/Production	Water/Wastewater	0.500	0.500	0.500
Chief Plant Operator	Water/Wastewater	0.500	0.500	0.500
W/WW Plant Operator B	Water/Wastewater	0.000	1.000	1.000
W/WW Plant Operator C	Water/Wastewater	1.000	1.000	1.000
W/WW Plant Operator	Water/Wastewater	1.000	1.000	1.000
W/WW Superintendent/Treatment	Water/Wastewater	0.500	0.500	0.500
Director	BP&L	1.000	1.000	1.000
Electric Superintendent	BP&L	1.000	1.000	1.000
Executive Administrative Assistant	BP&L	1.000	1.000	1.000
Foreman	BP&L	1.000	1.000	1.000
Lineman Apprentice	BP&L	1.000	1.000	2.000
Lineman Trainee	BP&L	1.000	1.000	0.000
Lineworker - Journeyman	BP&L	3.000	3.000	3.000
Assistant City Manager of Public Safety & Community Support	Multi-Media	0.000	0.000	0.350
Chief Storyteller & Resident Artist	Multi-Media	0.000	1.000	1.000
Digital Media Manager	Multi-Media	0.000	1.000	1.000
Downtown & Hospitality Director	Multi-Media	0.000	0.150	0.000
Temporary Assistant Chief Storyteller	Multi-Media	0.000	0.475	0.475
Downtown & Hospitality Director	Special Events & Reservations	0.000	0.100	0.000
Recreation Coordinator	Special Events & Reservations	0.000	0.667	0.667
Convention Center Director	Hospitality & Downtown	1.000	1.000	1.000
Facility Attendant/Hospitality & Downtown Ambassador	Hospitality & Downtown	2.000	2.000	2.000
Maintenance Supervisor	Hospitality & Downtown	1.000	1.000	1.000
Recreation Coordinator	Hospitality & Downtown	1.000	0.333	0.333
Administrative Assistant	Hospitality & Downtown	1.000	1.000	1.000
Assistant Director	Hospitality & Downtown	0.000	1.000	1.000

Position	Department	FY 2018 Actual	FY 2019 Actual	FY 2020 Proposed
Chief Storyteller	Hospitality & Downtown	0.000	0.000	0.000
Downtown & Hospitality Director	Hospitality & Downtown	1.000	0.750	0.000
Groundskeeper	Cemetery	1.000	1.000	1.000
Director	BEDC	1.000	1.000	1.000
Assistant Director	BEDC	1.000	1.000	1.000
Office Assistant	BEDC	1.000	1.000	1.000
Project Manager/Economic Development Coordinator	BEDC	1.000	1.000	1.000
Marketing & Communications Manager	BEDC	0.000	0.000	1.000
	Total Authorized Positions	**135.675**	**145.900**	**150.305**

Account Numbers by Category

Category	Account
	REVENUE
TAXES & PENALTIES	
	CURRENT TAXES M&O
	DELINQUENT TAXES M&O
	PENALTIES & INTEREST M&O
	FRANCHISE TAX
	CITY SALES TAX
	OCCUPATION TAX
	MIXED BEVERAGE TAX
	MOTEL/HOTEL TAX RECEIPTS
	380 AGREEMENT PROP REFUND
	INSPECTION FEES
	FIRE INSPECTION FEES
	DEVELOPMENT AGREEMENTS
	PUBLIC IMPROVEMENT FEES
	SITE DEVELOPMENT PLANNING
	FIRE REVIEW FEE
	BUILDING PERMITS-RESIDENTIAL
LICENSES & PERMITS	
	BUILDING PERMITS-COMMERCIAL
	ZONING FEES
	PLATTING FEES
	SPECIAL EVENT PERMIT FEE
	CATERING PERMITS -CC
CHARGES FOR SERVICES	
	ANIMAL SERVICE RECEIPTS
	PARK RENTALS & FEES
	PD ACCIDENT REPORTS
	SPECIAL EVENTS HOT REIMB
	PROJ ESCROW REIMB
	LIBRARY FEES
	SANITATION REVENUE
	SANITATION PENALTIES
	FILMING/BROADCASTING FEES
	SPECIAL EVENTS HOT REIMB
	VEHICLE/EQUIP RPLC FEE
	CC - SPONSORED EVENT

Category	Account
	MS - SPONSORED EVENT
	PARK RENTALS AND FEES
	CC- RENTAL REVENUE
	CATERING SERVICES
FINES & FORFEITURES	
	MUNICIPAL COURT FINES
	LIBRARY RECEIPTS
	JUVENILE CASE MANAGER-M/C
	TEEN COURT (MC)
INTEREST INCOME	
	INTEREST RECEIPTS
INTERGOVERNMENTAL	
	BASTROP CO/EMERG MGMT ASSIST
	BASTROP CO/LIBRARY
	DEPT OF JUSTICE GRANT REIMB
	EMERGENCY MANAGEMENT
	WCID REIMBURSEMENT
	PROPERTY LIEN PAYMENTS
	ADMIN SERVICES DMO
	SERVICES TO OTHER FUNDS
	BEDC ADMIN SUPPORT REIMB
	DMO ADMIN SERVICES
	DONATION IN-KIND
MISCELLANEOUS	
	GENERAL DONATIONS
	SALE OF FIXED ASSETS
	OTHER FINANCING SOURCES
	WORKERS COMP. REIMBURSE
	PARKS/RECREATION DONATIONS
	CLEAN SWEEP
	MISCELLANEOUS
	INSURANCE PROCEEDS
	DEVELOPER REIMBURSEMENT
	FIRE DEPT CALLS - REIMB
	CAPITAL CONTRIBUTIONS
	DONATIONS
	LOT SALES

Category	Account
EXPENDITURES	
PERSONNEL COSTS	
	OPERATIONAL SALARIES
	OVERTIME
	LONGEVITY
	SOCIAL SECURITY
	RETIREMENT
	GROUP INSURANCE
	WORKER'S COMPENSATION
	PRE-EMPLOYMENT EXPENSE
SUPPLIES & MATERIALS	
	SUPPLIES
	POSTAGE
	OFFICE EQUIPMENT
	FORMS PRINTING
	FUEL
	SAFETY/FIRST AID
	SMALL TOOLS
	JANITORIAL SUPPLIES
	AMMUNITION/TARGETS
	SPECIAL CLOTHING/PROTECTIVE GEAR
	CHEMICALS
	STREET SIGNS & 911 ADDRESSING
	HOT MIX, ASPHALT, GRAVEL
	BOOKS/AUDIO VISUAL
MAINTENANCE & REPAIRS	
	EQUIPMENT/SOFTWARE MAINTENANCE
	MAINT OF VEHICLES
	MAINT OF EQUIPMENT
	MAINT OF BUILDING
	SENIOR CENTER BUILDING MAINT
	CITY HALL BUILDING MAINTENANCE
	SIDEWALKS
	STREETS & BRIDGES
	DRAINAGE
	PUBLIC PARKING LOT MAINTENANCE
	PARK MAINTENANCE
	MAINTENANCE OF SYSTEM
OCCUPANCY	
	COMMUNICATIONS
	UTILITIES
OTHER CHARGES	

Category	Account
	ADVERTISING
	TRAVEL & TRAINING
	DUES, SUBSCRIPTIONS & PUB
	SPECIAL EVENTS
	EQUIPMENT RENTAL
	OVERHEAD ALLOCATION
CONTRACTUAL SERVICES	
	PROFESSIONAL SERVICES
	EMERGENCY MANAGEMENT
	PROPERTY TAX COLLECT/APPRAISAL
	LEGAL SERVICES
	LEGAL SERVICES - TAXES
	LEGAL SERVICES-SETTLEMENT
	ENGINEERING & CONSULTING
	PROPERTY & LIABILITY INSURANCE
	YMCA
	C.A.R.T.S.
	CONTRACTUAL SERVICES
	UNEMPLOYMENT TAX
	EMPLOYEE BOND
	VEHICLE/EQUIP REPLACEMENT FEE
	CODIFICATION OF ORDINANCE
	RECORDS RETENTION
	CREDIT CARD PROCESSING FEES
	UNIFORMS
	DEBT COLLECTION FEES
	DISPATCH SERVICES
	ADMINISTRATIVE SUPPORT
	LCRA POWER
	ORGANIZATION FUNDING
OTHER CHARGES	
	DEPRECIATION EXP
	ADVERTISING
	TRAVEL & TRAINING
	DUES, SUBSCRIPTIONS & PUB
	380 AGREEMENT REIMB-SALES TAX
	380 AGREEMENT REIMB-PROP TAX
	SPECIAL EVENTS
	EQUIPMENT RENTAL
	OVERHEAD ALLOCATION
	BASTROP CO JUVENILE BOOTCAMP
	CLEAN SWEEP
	BAD DEBTS
	ELECTION SERVICES

Category	Account
	PRISONER HOUSING
	ANIMAL SHELTER
	HISTORICAL STRUCTURE REFUND
	COMMUNITY SUPPORT
	RECREATION PROGRAMS
	ADMINISTRATIVE SUPPORT
	REIMBURSEMENT TO DEVELOPER
CONTINGENCY	
	CONTINGENCY
	SALARY ADJUSTMENT PLAN
	OPPORTUNITY FUNDS-HOT
CAPITAL OUTLAY	
	CAPITAL OUTLAY
	EQUIPMENT
	BUILDING IMPROVEMENTS
	BUILDING
	REAL PROPERTY
	STREET IMPROVEMENTS



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> Financial policies provide guidelines for managing risk and assisting the City in complying with established public management best practices, while ensuring compliance with federal, state and local laws and reporting requirements.



Financial Policy

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I. Purpose Statement

The overriding goal of the Financial Management Policies is to enable the city to achieve a long- term stable and positive financial condition while conducting its operations consistent with the Council-Manager form of government established in the City Charter. The watchwords of the city's financial management include integrity, prudent stewardship, planning, accountability, and full disclosure.

The purpose of the Financial Management Policies is to provide guidelines for the financial management staff in planning and directing the city's day-to-day financial affairs and in developing recommendations to the City Manager.

The scope of the policies spans accounting, auditing, financial reporting, internal controls, operating and capital budgeting, revenue management, cash management, expenditure control and debt management.

II. Accounting, Auditing, And Financial Reporting

A. Accounting – The City of Bastrop finances shall be accounted for in accordance with generally accepted accounting principles as established by the Governmental Accounting Standards Board. The fiscal year of the City shall begin on October first of each calendar year and shall end on September thirtieth of the following calendar year. This fiscal year shall also be established as the accounting and budget year. Governmental fund types use the modified accrual basis of accounting, revenues are recognized when susceptible to accrue (i.e., when they are measurable and available. Expenditures are recognized when the related funds liability is incurred, if measurable, except for principle and interest on general long- term debt, which are recorded when due.

Proprietary fund types are accounted for on a full accrual basis of accounting. Under this method, revenues are recorded when earned and expenses are recorded at the time liabilities are incurred

B. Funds – Self-balancing groups of accounts are used to account for city financial transactions in accordance with generally accepted accounting principles. Each fund is created for a specific purpose except for the General Fund, which is used to account for all transactions not accounted for in other funds. Governmental funds are used to account for the government's general government activities and include the General, Special Revenue, Debt Service and Capital Project funds.

C. External Auditing – The city will be audited annually by outside independent auditors. The auditors must be a CPA firm of national reputation and must demonstrate that they have the breadth and depth of staff to conduct the city's audit in accordance with generally accepted auditing standards, generally accepted government auditing standards, and contractual requirements. The auditors' report on the city's financial statements including any federal grant single audits will be completed within 120 days of the city's fiscal year end, and the auditors' management letter will be presented to the city staff within 150 days after the city's fiscal year end. An interim management letter will be issued prior to this date if any materially significant internal control weaknesses are discovered. The city staff and auditors will jointly review the management letter with the City Council within 60 days of its receipt by the staff.

D. External Auditors Responsible to City Council - The external auditors are accountable to the City Council and will have access to direct communication with the City Council if the city staff is unresponsive to auditor recommendations or if the auditors consider such communication necessary to fulfill their legal and professional responsibilities.

E. External Auditor Rotation – The city will not require external auditor rotation, but will circulate requests for proposal for audit

services periodically, normally at five-year intervals or less.

F. External Financial Reporting – The city will prepare and publish a Comprehensive Annual Financial Report (CAFR). The CAFR will be prepared in accordance with generally accepted accounting principles and may be presented annually to the Government Finance Officers Association (GFOA) for evaluation and possibly awarding of the Certification of Achievement for Excellence in Financial Reporting. The CAFR will be published and presented to the City Council within 180 days after the end of the fiscal year. City staffing and auditor availability limitations may preclude such timely reporting. In such case, the Chief Financial Officer will inform the City Manager and the City Manager will inform the City Council of the delay and the reasons therefore.

III. Internal Controls

A. Written Policies & Procedures – The Finance Department is responsible for developing city-wide written policies & procedures on accounting, cash handling, and other financial matters. The Policies will be reviewed by the City Manager and approved by the City Council. The procedures will only need approval by the City Manager.

The Finance Department will assist department managers as needed in tailoring these written procedures to fit each department's requirements.

B. Internal Audit – The Finance Department may conduct reviews of the departments to determine if the departments are following the written procedures as they apply to the departments.

Finance will also review the written policies and procedures on accounting, cash handling and other financial matters. Based on these reviews Finance will recommend internal control improvements as needed.

C. Department Managers Responsible – Each department manager is responsible to the City Manager to ensure that good internal controls are followed throughout his or her department, that all guidelines on accounting and internal controls are implemented, and that all independent and internal control recommendations are addressed.

IV. Operating Budget

A. Preparation – The city's "operating budget" is the city's annual financial operating plan. It consists of governmental and proprietary funds, including the general obligation debt service fund. The budget is prepared by the City Manager with the assistance of the Chief Financial Officer and cooperation of all city departments. The City Manager transmits the document to the City Council. The budget should be enacted by the City Council prior to the fiscal year beginning. The operating budget may be submitted to the GFOA annually for evaluation and possible awarding of the Award for Distinguished Budget Presentation.

B. Balanced Budgets – An operating budget will be balanced, with current revenues, inclusive of beginning resources, greater than or equal to current operating expenditures/expenses.

C. Planning – The budget process will begin with each Department Director submitting Expanded Level of Service (ELS) forms accompanied by a summary form ranking their requests by priority. The Chief Financial Officer will use the current budget as a base line and enter all ELS requests into the accounting system. Meetings are scheduled with the City Manager, Chief Financial Officer and Department Directors, to review their draft budgets. A summary of this draft budget is presented to City Council by the City Manager, at a Budget workshop There will be several more Council budget workshops as the City Manager and staff work through estimating revenue and making the necessary expense cuts to prepare a balanced budget for final approval.

D. Reporting – Periodic financial reports are available within INCODE to enable the department managers to manage their budgets and to enable the Finance Department to monitor and control the budget as approved by the City Council. Summary monthly financial reports will be presented to the City Council within 45 days after the end of each month, if council meetings do not interfere with reporting requirement. Such reports will include current year revenue and expenditure budgets and year-to-date actual figures for all major funds.

E. Control – Operating Expenditure Control is addressed in another section of the Policies.

F. Performance Measures – Where appropriate, performance measures and productivity indicators will be used as guidelines and reviewed for efficiency and effectiveness. This information will be included in the annual budgeting process.

V. Capital Budget

A. Preparation – The city's capital budget will be included in the city's operating budget. The capital budget will be prepared by the City Manager with assistance from the Finance Department and involvement of all required city departments.

B. Appropriation – An appropriation for a capital expenditure shall continue in force until the purpose for which it was made has been accomplished or abandoned

C. Control – All capital project expenditures must be appropriated in the capital budget. Finance must certify the availability of resources so an appropriation can be made before a capital project contract is presented by the City Manager to the City Council for approval.

D. Alternate Resources – Where applicable, assessments, impact fees, or other user- based fees should be used to fund capital projects which have a primary benefit to certain property owners.

E. Debt Financing – Recognizing that debt is usually a more expensive financing method, alternative financing sources will be explored before debt is issued. When debt is issued, it will be used to acquire major assets with expected lives that equal or exceed the average life of the debt issue. The exceptions to this requirement are the traditional costs of marketing and issuing the debt, capitalized labor for design and construction of capital projects, and small component parts which are attached to major equipment purchases.

F. Reporting – Financial reports will be available to enable the department managers to manage their capital budgets and to enable the finance department to monitor the capital budget as authorized by the City Manager.

VI. Revenue Management

A. Simplicity – The city will strive to keep the revenue system simple which will result in a decrease of compliance costs for the taxpayer or service recipient and a corresponding decrease in avoidance to pay.

B. Certainty – An understanding of the revenue source increases the reliability of the revenue system. The city will try to understand its revenue sources and enact consistent collection policies so that assurances can be provided that the revenue base will materialize according to budgets and plans.

C. Equity – The city will strive to maintain equity in the revenue system structure. It is recognized that public policy decisions may lead to subsidies in certain circumstances, e.g., Over 65 property tax exemptions.

D. Administration – The benefits of revenue will exceed the cost of producing the revenue. The cost of collection will be reviewed annually for cost effectiveness as a

part of the indirect cost, and cost of services analysis.

E. Revenue Adequacy – The city will require that there be a balance in the revenue system. That is, the revenue base will have the characteristic of fairness and neutrality as it applies to cost of service, willingness to pay, and ability to pay.

F. Cost/Benefit of Abatement – The city will use due caution in the analysis of any tax, fee, or water and wastewater incentives that are used to encourage development. A cost/benefit (fiscal impact) analysis will be performed as a part of such analysis and presented to the appropriate entity considering using such incentive.

G. Diversification and Stability – In order to protect the government from fluctuations in revenue source due to fluctuations in the economy, and variations in weather (in the case of water and wastewater), a diversified revenue system will be sought.

H. Non-Recurring Revenues – One-time revenues will not be used for ongoing operations. Non-recurring revenues will be used only for non-recurring expenditures. Care will be taken not to use these revenues for budget balancing purposes.

I. Property Tax Revenues – Property shall be assessed at 100% of the fair market value as appraised by the Bastrop Central Appraisal District. Reappraisal and reassessment shall be done regularly as required by State law. A 97% collection rate will serve as a minimum goal for tax collection, with the delinquency rate of 4% or less. The 97% rate is calculated by dividing total current year tax collections for a fiscal year by the total tax levy for the fiscal year.

All delinquent taxes will be aggressively pursued by being turned over to an attorney, and a penalty assessed to compensate the attorney as allowed by State law, and in accordance with the attorney's contract.

J. User-Based Fees – For services associated with a user fee or charge, the direct and indirect costs of that service will be offset by a fee where possible. There will be an annual review of fees and charges to ensure that fees provide adequate coverage of costs and services.

K. General and Administrative Charges – A method will be maintained whereby the General Fund can impose a charge to the enterprise/ proprietary funds for general and administrative services (indirect costs) performed on the funds' behalf. The details will be documented and said information will be maintained in the Finance Department.

L. Utility Rates – The city will strive to review utility rates annually and, if necessary, adopt new rates to generate revenues required to fully cover operating expenditures, meet the legal restrictions of all applicable bond covenants, and provide for an adequate level of working capital needs. This policy does not preclude drawing down cash balances to finance current operations. However, it is best that any extra cash balance be used instead to finance capital projects.

M. Interest Income – Interest earned from investment of available monies that are pooled will be distributed to the funds monthly in accordance with the claim on cash balance of the fund from which monies were provided to be invested.

N. Revenue Monitoring – Revenues actually received will be regularly compared to budgeted revenues and variances will be investigated. This process will be summarized in the appropriate budget report.

VII. Expenditure Control

A. Appropriations – The level of budgetary control is the department level budget in all Funds. Transfers between expenditure accounts within a department may occur with the approval of the Chief Financial Officer. City Manager approval is required if transferring from a personnel or capital

accounts within a department. When budget adjustments (i.e., amendments), are required between departments and/or funds, these must be approved by the City Council through an Ordinance

B. Vacancy Savings and Contingency Account – The General Fund Contingency Account will be budgeted at a minimal amount ($35,000). The contingency account balance for expenditures may be increased quarterly by the amount of available vacancy savings.

C. Contingency Account Expenditures – The City Council must approve all contingency account expenditures over $50,000. The City Manager must approve all other contingency account expenditures.

D. Central Control – Significant vacancy (salary) and capital budgetary savings in any department will be centrally controlled by the City Manager.

E. Purchasing Control – All purchases shall be made in accordance with the city's Purchasing Policy. Authorization levels for appropriations previously approved by the City Council are as follows: below Directors $1,000 (Directors can request to have this amount raised by submitting a written request to the Finance Department), for Directors up to $9,999, for Chief Financial Officer up to $14,999, and with any purchases exceeding $15,000 to be approved by the City Manager.

F. Professional Services – Professional services will generally be processed through a request for proposals process, except for smaller contracts. The City Manager may execute any professional services contract less than $50,000 provided there is an appropriation for such contract.

G. Prompt Payment – All invoices will be paid within 30 days of receipt in accordance with the prompt payment requirements of State law. Procedures will be used to take advantage of all purchase discounts where considered cost effective. However, payments will also be reasonably delayed in order to maximize the city's investable cash, where such delay does not violate the agreed upon terms.

VIII. Asset Management

A. Investments – The city's investment practices will be conducted in accordance with the City Council approved Investment Policies.

B. Cash Management – The timing and amount of cash needs and availability shall be systematically projected in order to maximize interest earnings from investments.

C. Investment Performance – A quarterly report on investment performance will be provided by the Chief Financial Officer to the City Council.

D. Fixed Assets and Inventory – These assets will be reasonably safeguarded properly accounted for, and prudently insured. The City will perform an annual inventory of all assets with a value greater than $1,000.

IX. Financial Condition and Reserves

A. No Operating Deficits – Current expenditures should be paid with current revenues. Deferrals, short-term loans, or one-time sources should be avoided as budget balancing technique. Reserves will be used only for emergencies on non-recurring expenditures, except when balances can be reduced because their levels exceed guideline minimums.

B. Operating Reserves – Failure to meet these standards will be disclosed to the City Council as soon as the situation is recognized and a plan to replenish the ending resources over a reasonable time frame shall be adopted.

1. The General Fund ending fund balance will be maintained at an amount up to

three months' worth of estimated expenditures or at a level of 25% of budgeted operating expenditures.

2. The Enterprise/ Proprietary Funds will be maintained at a minimum level of 35% of budgeted operating expenditures.

3. Fund balances which exceed the minimum level established for each fund may be appropriated for non-recurring capital projects.

C. Risk Management Program – The city will aggressively pursue every opportunity to provide for the public's and city employees' safety and to manage its risks.

D. Loss Financing – All reasonable options will be investigated to finance losses. Such options may include risk transfer, insurance and risk retention. Where risk is retained, reserves will be established based on a calculation of incurred but not reported claims, and actuarial determinations and such reserves will not be used for any purpose other than for financing losses.

E. Enterprise/ Proprietary Fund Self-Sufficiency – The city's enterprise funds' resources will be sufficient to fund operating and capital expenditures. The enterprise funds will pay (where applicable) their fair share of general and administrative expenses, in- lieu-of-property taxes and/or franchise fees. If an enterprise fund is temporarily unable to pay all expenses, then the City Council may waive general and administrative expenses, in- lieu-of-property taxes and/or franchise fees until the fund is able to pay them.

F. Hotel Occupancy Tax Fund – This fund has a long-term effect on the City's economy and the reserve level needs to be sufficient to allow the fund to operate if a down turn in the economy occurred. Sufficient level of reserves should be a minimum of one year of expenditures to allow the City to ensure continuity of the organizations promoting tourism. Policy makers will need to determine priorities and funding levels should the economic downturn be expected to exceed the current adopted budget plus one-year reserves.

X. Debt Management

A. Self-Supporting Debt – When appropriate, self-supporting revenues will pay debt service in lieu of tax revenues.

B. Analysis of Financing Alternatives – The city will explore all financing alternatives in addition to long-term debt including leasing, grants and other aid, developer contributions, impact fees, and use of reserves or current monies.

C. Voter Authorization – The city shall obtain voter authorization before issuing General Obligation Bonds as required by law. Voter authorization is not required for the issuance of Revenue Bonds and Certificates of Obligation. However, the city may elect to obtain voter authorization for Revenue Bonds.

D. Bond Debt – The City of Bastrop will attempt to maintain base bond ratings of AA2(Moody's Investors Service) and AA (Standard & Poor's) on its general obligation debt. In an attempt to keep the debt service tax rate flat, retirement of debt principal will be structured to ensure constant annual debt payments when possible.

E. IRS Compliance – The City will have a written policy for monitoring compliance with IRS laws and regulations for tax exempt debt.

XI. Staffing and Training

Adequate Staffing – Staffing levels will be adequate for the fiscal functions of the city to function effectively. Overtime shall be used only to address temporary or seasonal demands that require excessive hours. Workload scheduling alternatives will be explored before adding staff.

Training – The city will support the continuing education efforts of all financial staff including the investment in time and materials for maintaining a current perspective concerning financial issues. Staff will be held accountable for communicating, teaching, and sharing with other staff members all information and training materials acquired from seminars, conferences, and related education efforts.

XII. Grants Financial Management

A. Grant Solicitation – The City Manager will be informed about available grants by the departments. The City Council will have final approval Over which grants are applied for. The grants should be cost beneficial and meet the city's objectives.

B. Responsibility – Departments will oversee the day to day operations of grant programs, will monitor performance and compliance, and will also keep the Finance Department informed of significant grant-related plans and activities. Finance Department staff members will serve as liaisons with grantor financial management personnel, will prepare invoices, and will keep the books of account for all grants.

XIII. Annual Review and Reporting

A. Annual Review - These Policies will be reviewed administratively by the City Manager at least annually, prior to preparation of the operating budget.

B. Reporting - The Chief Financial Officer will report annually to the City Manager on compliance with these policies.

Lynda K. Humble, City Manager

Tracy Waldron, CFO

History of Financial Policies:
Previously Approved 9/23/14
Previously Approved 10/25/16
Previously Approved 5/9/17
Previously Approved 9/26/17



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"The mission of the City of Bastrop is to continuously strive to provide innovative and proactive services that enhance our authentic way of life to achieve our vision."



Purchasing Policy

City of Bastrop Purchasing Policy
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I. PURPOSE

It is the policy of the City of Bastrop that all purchasing shall be conducted strictly on the basis of economic and business merit. This policy is intended to promote the best interest of the citizens of the City of Bastrop, Texas.

The City of Bastrop intends to maintain a cost-effective purchasing system conforming to good management practices. The establishment and maintenance of a good purchasing system is possible only through cooperative effort. It must be backed by proper attitudes and cooperation of not only every department head and official, but also every supervisor and employee of the City of Bastrop.

The purchasing process is not instantaneous. Time is required to complete the steps required by State law and local rules. In order to accomplish timely purchasing of products and services at the least cost to the City of Bastrop, all departments must cooperate fully. Prior planning and the timely submission of requisitions are essential to expedite the purchasing process and to assure that the process is orderly and lawful.

This Policy reaffirms the City of Bastrop's commitment to strengthen purchasing and property controls to reasonably assure that the taxpayer dollars are spent efficiently and effectively..

II. CODE OF ETHICS

It is important to remember that when employees are participating in the purchasing process, they represent the City of Bastrop. By participating in the purchasing process, employees of the City of Bastrop agree to:

A. Avoid the intent and appearance of unethical or compromising practices in relationships, actions, and communications.
B. Demonstrate loyalty to the City of Bastrop by diligently following the lawful instructions of their employer, using reasonable care and only authority granted to them by the City.
C. Refrain from engaging in any private business or professional activities that would create a conflict between personal interests and the interest of the City of Bastrop.
D. Will not except soliciting or accepting money, loans, credit, or prejudicial discounts with a value over $25. Will not accept gifts, entertainment, favors, or services from current or potential suppliers that might influence, or appear to influence, purchasing decisions with a value over $25.
E. Handle confidential or proprietary information belonging to the City or its suppliers with due care and proper consideration of ethical and legal ramifications and governmental regulations.
F. Promote positive supplier relationships through courtesy and impartiality in all phases of the purchasing cycle.
G. Expose corruption and fraud wherever discovered.

Texas Law prohibits *component purchasing, separate purchasing and sequential purchasing* of any kind. An employee commits an offense by intentionally or knowingly making or authorizing component, separate or sequential purchasing to avoid the competitive bidding requirements.

Adherence to the City's Ethics Ordinance is mandatory. If there is a conflict between the City's Ethics Ordinance and this Purchasing Policy, the stricter of the two applies.

III. COMPETITIVE PURCHASING REQUIREMENTS

The City of Bastrop Purchasing Policy requires obtaining three quotes for purchases over $3,000. The only exceptions to this rule are for items purchased under a cooperative contract, items awarded through sealed bids, sole source purchases, or purchases for an emergency situation.

Under no circumstances shall multiple requisitions be used in combination to avoid otherwise applicable bidding requirements or City Council approval.

A. Who is authorized to make purchases?

Purchases will only be processed if authorized by a Department Head or an approved representative in an employee's direct chain of command.

B. Instructions for Soliciting Bids

When soliciting bids, City of Bastrop buyers must:

1. Give the same exact specifications to each vendor.

2. Give each bidder the same deadline for turning in bids.

City of Bastrop buyers must inform vendors that bids submitted are all inclusive. Any charges for freight and handling, fuel fees, or other costs must be included in the bid.

C. Purchasing Control

Authorization levels established within INCODE for appropriations previously approved by the City Council are as follows:

Directors or their designee	not to exceed $9,999.99
Chief Financial Officer or designee	between $10,000.00 and $14,999.99
City Manager or designee	exceeding $15,000.00

All purchases requiring a purchasing summary must have an approved purchase order before placing the order.

D. Fleet Purchases

The Finance Department will create a Fleet Appropriations List at the beginning of every fiscal year based on the adopted budget. A unit number will be assigned to each vehicle and piece of equipment included on this list. This list will be distributed to each department with vehicles and equipment on the list.

Each department will complete and submit their Purchasing Summary(s) which should include the unit number assigned to each vehicle and piece of equipment, to the Finance Department as close to October 1st as possible. The Purchasing Summary(s) will be checked against the Fleet Appropriations List and reviewed for accuracy and completeness. Once reviewed by the Finance Department, the summaries will go to the City Manager for approval.

Upon approval by the City Manager, a purchase order will be created and authorized by the Finance Department for each approved purchasing summary. At the time of issuance of the purchase order, budgeted funds will be encumbered to prevent the funds from being reallocated.

Approved purchase orders will be sent to each department with authorized vehicles and equipment on the Fleet Appropriations List. Once the department has received the approved purchase order, fleet orders can be placed with the selected vendor.

E. Dollar Limitations

The following dollar limitations should be used as a guideline. These limitations may not apply in all cases. ***Dollar limitations refer to total purchase or invoice total, not single item cost.*** It is the Department Director's responsibility to ensure adherence to purchasing policies.

$0.01-$3,000: Quotations are recommended but not required for purchases of non-contract goods or services totaling $3,000 or less.

If invoices for a single vendor or service contractor total more than $3,000 in a fiscal year, the city will use the requirements applicable to the total amount of all of the invoices received in the fiscal year. As stated in Section II., Code of Ethics (above), state law prohibits *component purchasing, separate purchasing, and sequential purchasing* of any kind. An employee commits an offense by intentionally or knowingly making or authorizing component, separate, or sequential purchasing to avoid the competitive bidding requirements.

$3,001-$49,999: Except when exempt under state law, purchases totaling $3,001 to $49,999 require three written quotes attached to a Purchasing Summary Form and a purchase order provided to the Finance Department.

No purchase orders of non-contract goods or services will be issued in excess of $15,000 without prior approval from the City Manager or the City Manager's designee.

If the vendor or contract service provider offering the lowest quote is not selected by the department, an explanation must be provided on the Purchasing Summary Form, and approval by the City Manager is required, no matter the dollar amount. Only the City Manager or the City Manager's designee may determine "Best Value." The City Manager may elect to accept fewer than three quotes from a Director if due diligence has been documented by the Director in trying to adhere to the purchasing policy. A memo will be required from the Director providing a reason for their inability to obtain three written quotes, and describing the scope of services being provided, if applicable.

The memo must be approved and signed by the City Manager and attached to each Purchasing Summary Form and purchase order provided to the Finance Department.

State law requires that two Historically Underutilized Businesses (HUBs) are to be contacted on a rotating basis for all purchases totaling $3,001 to $49,999. A list of HUB vendors is available from the Texas Comptroller of Public Accounts website. If the list does not identify a HUB vendor in the county in which the municipality is situated, the municipality is exempt from this requirement. If you need assistance in complying with this requirement, contact the Finance Department.

If purchasing through a cooperative purchasing alternative (e.g., BuyBoard, DIR, or TXMAS), only one written quote is required, provide proof or identification that the quote is from a cooperative source, and complete a Purchasing Summary Form and a purchase order. Any vendor specific contracts should be on file with the Finance Department prior to final approval being given, if applicable. It is the Department Director's responsibility to ensure that the cooperative information is on file with the Finance Department.

$50,000+: Except when exempt under state law, requisitions for item(s) whose aggregate total cost is $50,000 or more must be processed as competitive solicitations (e.g., sealed bids, request for proposals, or request for offers). Texas Local Government Code, Subchapter B, Section 252.021 defines the requirements for competitive bids.

State law requires that sealed bids and requests for proposals (RFP) be advertised in a local newspaper for two consecutive weeks prior to the bid opening. All bids or proposals must be received sealed and turned in to the City Secretary's Office by the date and time listed in the solicitation (invitation to bid or RFP). Any bids or proposals received after the stated time will be returned unopened. The bid opening process is open to the public and all vendors are invited to attend. Questions concerning pricing will not be addressed at the opening.

If purchasing through a cooperative purchasing alternative (e.g., BuyBoard, DIR, or TXMAS), provide only one written quote, proof or identification that the quote is from a cooperative source, and complete a Purchasing Summary Form and a purchase order. All cooperative vendor specific contracts should be on file with the Finance Department prior to final approval being given if applicable. It is the Department Director's responsibility to ensure that the cooperative information is on file with the Finance Department. City Manager written approval is required.

F. Personal or Professional Services

Under the Professional Services Procurement Act, a contract for the purchase of a personal or professional service is exempt from competitive bidding requirements. The City also provides an exemption for the purchasing of planning services.

The City may not select providers of professional services based on competitive bids. In these situations, the City must make the selection and award based on demonstrated

competence and qualifications for performing the services for a fair and reasonable price.

Professional services include:
• Accounting;
• Architecture;
• Landscape architecture;
• Land surveying;
• Medicine;
• Optometry;
• Engineering;
• Real estate appraisal;
• Nursing;

According to the Texas Attorney General's Office professional services may include "members of disciplines requiring special knowledge or attainment and a high order of learning, skill and intelligence."

G. Other Exemptions

State law authorizes other categories of exempt purchases. Purchases from other governments, some auctions and going-out-of-business sales, and certain other purchases are exempt under provisions of the Texas Local Government Code.

The following is a list of other types of contracts that are exempt from competitive bidding requirements:

1. The purchase of land or a right-of-way.
2. Items that can be obtained from only one source, including:
    a. items for which competition is precluded because of the existence of patents, copyrights, secret processes or monopolies;
    b. films, manuscripts, or books;
    c. electric power, gas, water, and other utility services; and
    d. captive replacement parts or components for equipment.
3. Food.
4. Personal property sold:
    a. at an auction by a state licensed auctioneer;
    b. at a going-out-of-business sale; or
    c. by a political subdivision of the state, a state agency, or an entity of the federal government.
5. Any work performed and paid for by the day.
6. Work performed under a contract for community and economic development made by a county designed to reasonably increase participation by historically underutilized businesses in public contract awards by establishing a contract percentage goal for HUB businesses.

H. Sole Source Purchases

Sole Source purchases must be preapproved by the City Manager. A sole source purchase may be appropriate when the purchase involves compatibility of equipment,

accessories, or replacement parts; when the goods or services are one-of-a kind or protected by a patent, copyright, or secret process; If the good or service is only available from a regulated or natural monopoly; or if the product is a component or repair part that may only be purchased from the original supplier. The following items are necessary to provide sufficient justification for sole source purchase:

1. A memorandum to the City Manager with a statement attached to the Purchasing Summary Form stating that a sufficient number of vendors have been contacted to determine that only one practical source of supply exists or providing the reasons that only one source exists. This memorandum should include the City Manager's signature signifying approval.
2. A bid from the sole source provider on company letterhead.
3. A letter from the vendor stating they are the sole supplier of the good.

A Purchasing Summary Form and purchase order are still required with the above information attached.

I. Change Orders

According to purchasing law, the City of Bastrop may make changes to plans, specifications or quantities after awarding the contract, if necessary. However, no change may exceed 25% of the original contract amount and any decrease of 25% or more must have the consent of the contractor.

Increases that cause a change in dollar limitations or purchasing law may supersede the 25% rule:

> Example: If a contract is awarded for $45,000, the allowable increase under the 25% rule would be $11,250, resulting in a total contract price of $56,250. However, this would cause the new price to exceed $50,000, which by State law requires sealed bids and advertising. The allowable increase would be limited to below $50,000.

Any change in a purchasing contract that exceeds 25% of the original amount will void the original contract.

J. Making the Purchase

City of Bastrop buyers are responsible for making sure that the purchased good or service is received as specified. Under no circumstance should a buyer accept more goods or services than ordered. Employees are only authorized to purchase items that have been approved by their Department Head. A purchase over the original amount requires additional approval.

K. 30-Day Accounts Payable Cycle

Texas law requires municipalities to pay invoices within 30 days or be subject to the payment of interest.

It is the responsibility of each department to make sure the signed invoices, purchase orders, and any other required documents are submitted to the Finance Department as soon as the product is received, or the service is rendered.

It is the responsibility of Accounts Payable to pay all vendor invoices within 30 days of the invoice date. Any variance between the purchase order and the vendor invoice must be reconciled. Vendor payments can only be made for the original or modified purchase order amount.

L. Emergency Procedures

Texas Local Government Code Section 252.022(a) exempts certain items from sealed bidding, including, but not limited to:

1. *A procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality;*
2. *A procurement necessary to preserve or protect the public health or safety of the municipality's residents;*
3. *A procurement necessary because of unforeseen damage to public machinery, equipment or other property.*

The following steps must be taken when making emergency purchases:

1. Employee must receive approval from the City Manager or the City Manager's designee;
2. Employee will make every effort to solicit bids unless circumstances prevent employee from doing so; and
3. The employee must provide a written statement explaining the emergency following the incident to provide necessary documentation in Accounts Payable. This statement must be signed by the City Manager or the City Manager's designee.

IV. ASSET CONTROL

A. Inventory Control

The purpose of inventory control is to create and maintain a record/inventory of all fixed assets of the City of Bastrop. Fixed Assets include all Capital Asset items over $5,000 with a life expectancy of two or more years, and "Minor Capital Outlay" items which include assets purchased for $1,000 to $4,999.

When a fixed asset is received by the city, it is tagged with a City of Bastrop property tag and added to the Department's master list by the Finance Department.

Each Department shall keep an inventory list of all fixed assets permanently assigned to each employee.

An inventory of all fixed assets shall be performed every year. The Finance Department will provide each department with their fixed asset list by September 30th annually. The

Director or their designee will conduct the inventory and make a note for items that can't be located. The Director will sign the list, once the inventory is complete, indicating their review of the inventory. Once signed, the list will be returned to the Finance Department, no later than October 15th, so that the master list can be updated. It is recommended that Departments perform an annual fixed assets inventory of equipment permanently assigned to each employee.

B. Use of Property

City of Bastrop employees should be aware that the use of City property for personal purposes is strictly prohibited. City vehicles should only be used for official City business. City Personnel Policies list theft and unauthorized use of City property as grounds for immediate dismissal.

In addition, employees are not to use personal property for the performance of their job or at their work site. Personal items such as radios, coffee pots, picture frames, books, etc. are permissible; however, the City of Bastrop is not responsible for damage to or theft of these items.

C. Disposal of Surplus Materials and Equipment/ Donations

City surplus materials and equipment (a/k/a "surplus items") include any City owned personal property such as furniture, fixtures, equipment, computers, vehicles, tools, clothing, or other such items, which have lost useful value to the City, have become non-functional, or are obsolete. Such surplus items may be disposed of by one of the following methods:

- Sold competitively, by accepting sealed bids or by public auction;
- Traded in for acquisition of new equipment;
- Donated by the City to a recognized charitable organization;
- Provided to other governmental entities (donation or exchange);
- Sold as 'scrap' (for cash), if the items have no value except for salvage and the City Manager or his designee has authorized the sale for scrap; or
- Disposed of through solid waste collection services, if the item has no salvage or other value and the City Manager or his designee has authorized such disposal.

Trade-In or Donation: Before *trading-in* and/or *donating* surplus items, the Department Head must prepare a memorandum to the City Manager and remit a copy to the Finance Department stating: 1) the identity of the surplus items to be disposed of, traded-in, or donated; 2) the reasons for the surplus items being declared surplus; 3) the original purchase price (if ascertainable) of the surplus items; and 4) the value of proposed "trade-in" or "donation", in the estimation of the Department Head. If the Department Head receives approval from the City Manager to proceed, the Department Head must coordinate the *trading-in* and/or *donating* of surplus items with the Finance Department to ensure a Disposed Fixed Asset Form is completed along any other necessary paperwork.

Note: All property is owned in the name of the City of Bastrop and is not vested in any specific department.

Sales: If the surplus items are to be sold, the Department Head must prepare a memorandum to the City Manager and remit a copy to the Finance Department. The memo should include: 1) the identity of the items to be sold (including the year, make, model, or any other identifying characteristics) and 2) a brief explanation of why it is necessary to dispose of the item. The Department Head, having received approval to sell a surplus item, may then utilize one of the following options: 1) sell through an approved on-line public auction provider, 2) donate to a non-profit organization, 3) donate to another political subdivision, or 4)

Preferred Disposition: Whenever reasonably feasible, it is the City's preference that the Department Head dispose of the surplus equipment by means of a public auction or sale held in cooperation with other City departments and surrounding government entities.

Procedures: The City Manager shall have the authority to approve the disposal, sale, trade-in, or donation of surplus items when the value of the items is less than $50,000 in total. If the total value is $50,000 or more, then the City Manager shall obtain Council approval of the proposed disposal, sale, trade-in or donation of surplus items.

Once approved by either the City Manager or Council, as appropriate, a Disposed Fixed Asset Form must be prepared and submitted to the Finance Department in addition to providing the license plates for any vehicles or equipment being disposed. The Finance Department manages the change of ownership and the receipt of funds.

City decals must be removed from all surplus City vehicles, machinery, and equipment before disposal, donation, trade-in, or sale.

D. Lost Property

If, after conducting an annual inventory, property is discovered to be lost, an explanation for the loss must be provided immediately to the Department Head using the Fixed Asset Form. Property losses that come to the attention of the employee before the annual inventory should be reported within 24 hours using the Fixed Asset Form.

All thefts are to be reported to a supervisor or Department Head immediately. Once a theft is reported to a Supervisor or Department Head, he or she must notify the City of Bastrop Police Department immediately so a crime report generated. Stolen fixed assets must be removed from the Master Inventory List and a copy of the police report must be attached to the Fixed Asset Disposal Form.

E. Security Measures

All equipment must be kept in a secure area when not in use. Access to this area will be limited to the employees assigned to the secure area. In case of theft, the security of the area should be evaluated to determine if changes or re-keying of locks is necessary.

V. RESPONSIBILITIES OF PARTIES

A. Department Heads
   1. Monitor and approve overall purchases to ensure that funds are spent judiciously and that budgeted resources are within their control and available for all procurements.
   2. Reject requests for purchases that do not have proper authorization or are missing required documentation.
   3. Approve all purchases up to $9,999, excluding budgeted capital.
   4. Adhere to the Purchasing Policies and the Code of Ethics.
   5. Place cooperative agreements and RFPs on file with the Finance Department and monitor purchases to ensure that supply agreements are used.
   6. Ensure that sole source requests meet the guidelines and include required documentation.
   7. Verify that goods and services are received as ordered before approving payment.
   8. Annually inventory equipment assigned to each employee.
   9. Keep records of losses to detect patterns of theft.

B. Supervisors
   1. Maintain security of equipment on-site
   2. Keep a log of equipment issued to employees on a long-term basis.
   3. Keep a log of equipment issued to employees on a short-term basis.
   4. Forward all receipts and invoices to Department Head as soon as possible.
   5. Verify that equipment and supplies are returned upon termination of an employee.

C. City of Bastrop Accounts Payable
   1. Pay bills in an accurate and timely manner.
   2. Reject requests for purchases that do not have proper authorization or include required documentation.
   3. Monitor purchases to ensure that supply agreements are used.
   4. Ensure that purchasing policy requirement guidelines are met and required documentation included.

D. City of Bastrop Accounting
   1. Maintain the master fixed asset property list.
   2. Assign inventory tags for fixed assets.
   3. Provide Fixed Assets Forms.
   4. Produce Master Inventory List as needed.
   5. Process fixed asset transfers and retirements.
   6. Review, approve, and enter all purchase orders for budgeted fleet purchases.

VI. DEFINITION OF TERMS

Component Purchases – Purchases of component parts of an item that in normal purchasing practices would be accomplished by one purchase. (For example, purchasing parts separately to avoid bidding requirements and then assembling the item.)

Fixed Assets - An item with a value of $5,000 or more and a life expectancy of two years or more is a capital asset. An item with a value of $1,000 to $4,999 is a minor capital outlay. Both tracked for inventory purposes.

Purchasing Summary – A form required for purchases over $3,000 in total that documents the adherence of this purchase to the Purchasing Policy (i.e. quotes documented or exemptions utilized.

Separate Purchases – Purchases made separately of items that in normal purchasing practices would be accomplished by one consolidated purchase. (For example, issuing multiple purchase orders of similar items to avoid bidding requirements.)

Sequential Purchases – Purchases made over a period of time, of items that in normal purchasing practices would be combined and bid as one purchase. (Similar to separate purchases but made over a period of time to avoid bidding requirements.)



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Operating Reserves

General Fund

General Fund ending balance will be maintained at an amount up to three (3) months' worth of estimated expenditure or at a level of 25% of budgeted operating expenditures.

Enterprise/Proprietary Funds

Enterprise Funds will be maintained at a minimum level of 35% of budgeted operating expenditures.

Hotel Occupancy Tax

The Hotel Occupancy Tax Fund is equal to one year of expenditures to all the City to ensure the continuity of the organizations promoting tourism.



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Utility Rates

Solid Waste Charges

Effective 10/1/18

	Before 10/1/2019	After 10/1/2019
Residential	**$16.05**	**$16.85**
Additional Cart	**$5.25**	**$5.51**
Additional Recycling Bin	**$2.10**	**$2.20**

Bastrop Power & Light Service Charges

Effective 12/13/05

TYPE OF ACCOUNT	MONTHLY CUSTOMER CHARGE	WIRE CHARGE
Residential	$10.00	$0.0328 per KWH
Commercial	$16.00	$0.0326 per KWH
Key Accounts	$16.00	$0.0318 per KWH
Municipal	-	$0.0048 per KWH

Generation Charge (same for all Types) - This rate, which may vary from month to month, is set by the City's Wholesale Power provider, and is passed directly through to the customer.

Wastewater Service Charges

Effective 10/1/2018

Minimum Charge	$36.97		Minimum Charge	$41.97
Per 1,000 gallons:			Per 1,000 gallons:	
0-5,000	$2.45		0-10,000	$2.45
5,001-10,000	$2.77		10,001-30,000	$2.95
10,001-20,000	$2.95		Over 30, 000	$3.47
20,001-50,000	$3.18			
Over 50, 000	$3.47			

Proposed change 1/1/2020

Water Service Charges

Effective 11/1/2015

Residential & Commercial – Inside City Limits

Meter Size	Minimum Charge
¾” (or smaller)	$27.72
1”	$47.13
1 ½”	$79.47
2”	$118.28
3”	$221.78
4”	$255.07
6”	$661.68
Per 1,000 gallons	
0-3,000	$2.85
3,001-5,000	$3.04
5,001-10,000	$3.22
10,001-20,000	$3.42
20,001-50,000	$3.69
Over 50, 000	$3.87

Residential & Commercial – Outside City Limits

Meter Size	Minimum Charge
¾” (or smaller)	$41.59
1”	$70.69
1 ½”	$119.22
2”	$177.43
3”	$332.68
4”	$507.34
6”	$992.48
Per 1,000 gallons	
0-3,000	$4.13
3,001-5,000	$4.42
5,001-10,000	$4.70
10,001-20,000	$4.98
20,001-50,000	$5.39
Over 50, 000	$5.66

Proposed Change 1/1/2020

Residential & Commercial – Inside City Limits

Meter Size	Minimum Charge
¾” (or smaller)	$27.72
1”	$47.13
1 ½”	$82.06
2”	$124.19
3”	$232.86
4”	$296.46
6”	$714.14
Per 1,000 gallons	
0-10,000	$2.85
10,001-30,000	$3.42
Over 30, 000	$3.87

Residential & Commercial – Outside City Limits

Meter Size	Minimum Charge
¾” (or smaller)	$41.59
1”	$70.69
1 ½”	$123.09
2”	$186.29
3”	$349.29
4”	$444.69
6”	$1,071.21
Per 1,000 gallons	
0-10,000	$4.28
10,001-30,000	$5.13
Over 30, 000	$5.81



Statistical Data

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Statistical Data
Statistical Data Summary 385



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Statistical Data

Location

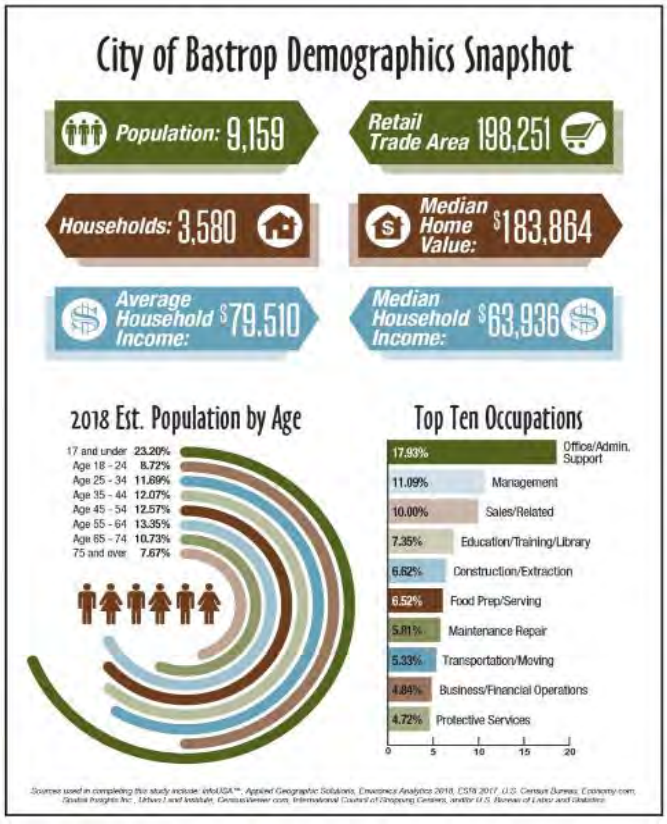
Just 30 minutes southeast of Austin via State Highway 71, Bastrop, Texas, is close to all the action, but worlds away from the congestion. It is centrally located in the heart of the Texas Triangle, offering easy access to Houston, San Antonio and Dallas/Fort Worth. Bastrop offers a cost-effective labor force of 72,000-plus within a 45-minute commute.

Bastrop is just 22 miles from Austin-Bergstrom International Airport, providing companies with convenient air transportation around the globe. Bastrop sits at the intersection of three major divided highways - SH 21, 71 and 95 - for outstanding regional connectivity, while the Union Pacific rail line is directly adjacent to the Bastrop Business and Industrial Park. Bastrop and its business park are served by the Highway 71 fiber corridor, with 1/10 Gigabit Ethernet fiber cable available at key locations.

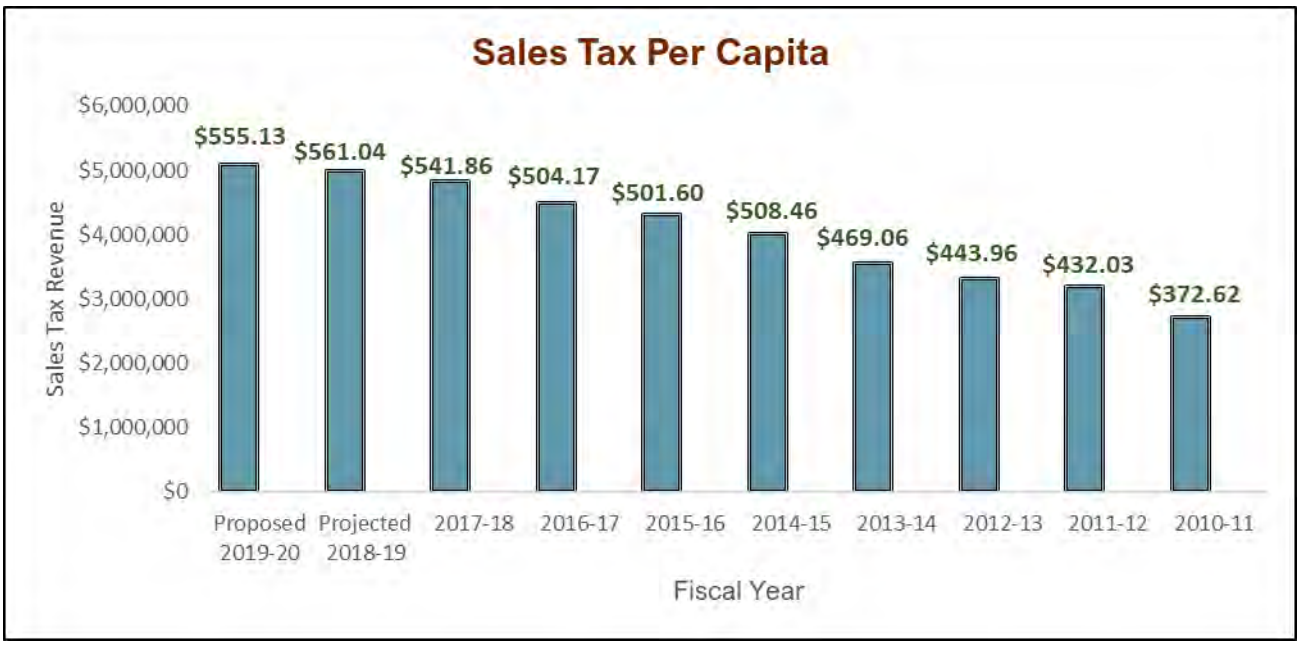


Demographic Snapshot

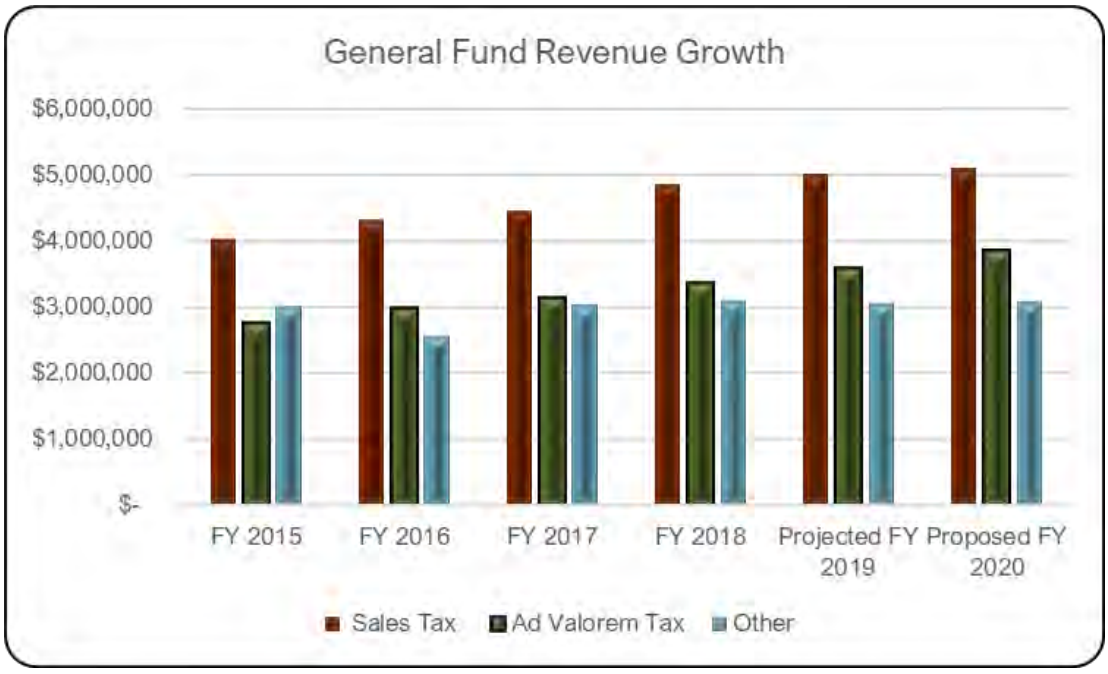
The City of Bastrop is 9.47 square miles, has a population of 9,159, and a median age of 40.5 years. There are 3,580 households with an average household income of $79,510. The City enjoys a retail trade area of 9,600 square miles with over 198,000 people.



Sales Tax Per Capita



General Fund Revenue Growth



Top 10 City of Bastrop Employers & Property Taxpayers

The Bastrop Independent School District (BISD) is the largest employer in the City of Bastrop with 1,300 employees. BISD covers nearly 450 square miles and has a student enrollment over more than 11,000 students and serves the communities of Bastrop, Cedar Creek, Paige, Red Rock, and the vast rural areas of Bastrop County.

Burleson Crossing Shopping Centers is the largest property taxpayer by more than double the value of the second largest property taxpayer.

Top 10 City of Bastrop Employers

Employer Name	Number of Employees
Bastrop Independent School District	1,427
Hyatt Recency Lost Pines Resort & Spa	650
Bastrop County	464
M.D. Anderson Cancer Center	439
H-E-B Food Store	408
Walmart	311
Agilent Technologies	306
Bastrop Federal Correctional Institution	276
Buc-ee's	169
Bluebonnet Electric Cooperative	168

Top 10 City of Bastrop Property Taxpayers

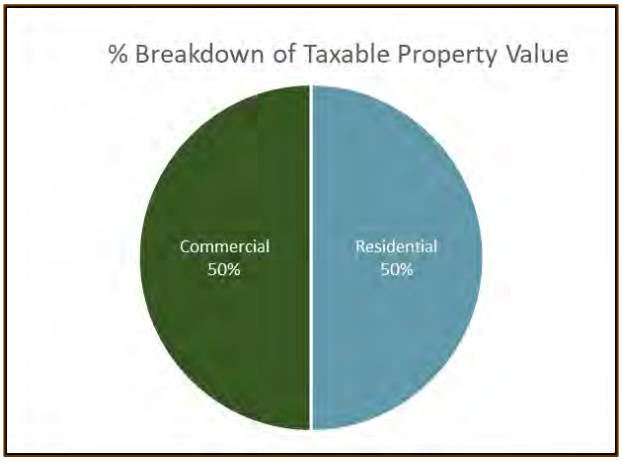
Taxpayer Name	Taxable Value
Burleson Crossing Shopping Centers	$30,614,163
Covert Chevrolet-Oldsmobile	$15,254,386
The Lodge at Lost Pines LLP	$14,868,620
Bastrop Walnut Ridge LLC	$12,464,156
Walmart Real Estate Trust	$10,243,733
Buc-ee's LTD	$10,135,376
H E Butt Grocery Company	$10,075,470
Time Warner Cable TX LLC	$7,815,923
Lowe's Home Centers	$7,617,320
First National Bank of Bastrop	$7,195,729

Average Taxable Home Value

In 2019, the City of Bastrop experienced a 5.2% increase in average taxable homestead value. Average taxable homestead value in 2018 was $194,715. In 2019, the average taxable homestead value is $204,937.

Breakdown of Taxable Property Value

The City of Bastrop enjoys a good balance in the breakdown of taxable property values. Approximately 50% of the tax base is commercial and 50% is residential.



City Services Data

GENERAL		**PUBLIC SAFETY**	
City Area (Sq. Miles)	9.47	Number of Fire Stations and Substation	2
Miles of Paved Streets	179	Number of Volunteer Firefighters	20
City Facility Square Footage	101,857	Number of Police Stations	1
Number of City Departments	17	Number of Police Officers	22
Number of Advisory Boards/Commissions	14		
		UTILITIES	
RECREATION AND CULTURE		Number of Electric Accounts	2,688
Park Acres Maintained	123	Number of Water Accounts	3,469
Number of Playgrounds	5	Number of Wastewater Accounts	3,029
Number of Athletic Fields	12	Number of Garbage Accounts	2,756
Water Play Areas	1	Gallons of Water Produced (Million)	585
		Gallons of Wastewater Treated (Million)	401
LIBRARY			
Circulation	208,256	**PLANNING AND DEVELOPMENT**	
Cataloged Collection	52,110	Number of Residential Building Permits	73
User Population	11,649	Number of Commercial Building Permits	10



Acronyms / Glossary

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Acronyms / Glossary

Commonly Used Acronyms 391
Glossary 392



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Acronyms

ADA ..... American Disability Act
AMR ..... Automatic Meter Reading
APPA .....American Public Power Association
ASE .....Automotive Service Excellence
BAIPP ..... Bastrop Arts in Public Places
BCAD .....Bastrop Central Appraisal District
BISD ..... Bastrop Independent School District
BRE .....Business Retention Expansion
BCWCID .....Bastrop County Water Control & Improvement District #2
CAD .....Computer Aided Dispatch
CAFR ..... Comprehensive Annual Finance Report
CAMPO . Capital Area Metro Planning Organization
CAPCOG ..... Capital Area Council of Governments
CCN ..... Certificates of Convenience & Necessity
CDBG ..... Community Development Block Grants
CJIS .....Criminal Justice Information Services
CIP .....Capital Improvement Plan (Program)
CO ..... Certificate of Obligation
COP ..... Citizens on Patrol Program
DFIRM ..... Digitized Flood Insurance Rate Maps
DMO ..... Destination Marketing Organization
EOC.....Emergency Operations Center
EPA .....Environmental Protection Agency
ERCOT .....Electric Reliability Council of Texas
ESD .....Emergency Services District
EST .....Elevated Storage Tank
ETJ .....Extra-territorial Jurisdiction
FAA ..... Federal Aviation Administration
FEMA ..... Federal Emergency Management Agency
FERC .....Federal Energy Regulatory Commission
FSLA ..... Fair Standard Labor Act
FTE .....Full Time Equivalent
GAAP .....Generally Accepted Accounting Principles
GASB . Governmental Accounting Standards Board
GFOA ..... Government Finance Officers Association
GIS .....Geographic Information System
GPS .....Global Positioning System
HEB .....H.E. Butt (Grocery)
HMAC .....Hot Mix Asphalt Concrete
HOT .....Hotel Occupancy Tax
HR ..... Human Resources
HRIS .....Human Resources Information System
HVAC .....Heating Ventilating and Air Conditioning
IAP ..... Incident Action Plan
IRS .....Internal Revenue Service
ISF .....Internal Service Fund
ISO .....Insurance Services Office
IT .....Information Technology
IVR .....Interactive Voice Response
LCRA ..... Lower Colorado River Authority
MSAB .....Main Street Advisory Board
MOU ..... Memorandum of Understanding
NIBBLES Nutrition in Back-Packs Before Littles Exit School Program.
ORR ..... Open Records Request
pCARD.....Purchasing Procurement Card
PCI .....Pavement Condition Index
PIO ..... .Public Information Officer
PID .....Public Improvement District
RFP .....Request for Proposal
RFQ ..... Request for Qualifications
ROW ..... Rights-of-Way
RMS .....Records Management System
SAN .....Storage Area Network
SCADA ... Supervisory Control and Data Acquisition
SOP .....Standard Operating Procedure
TAMIO .....Texas Association of Municipal Information Officers.
TATAO.....Texas Association of Telecommunications Officers and Advisors
TCEQ Texas Commission on Environmental Quality
TCLEOSE . Texas Commission of Law Enforcement Office Standards and Education
TDEM ..... Texas Department of Emergency Management
TEEX .....Texas Engineering Extension Service
TML ..... Texas Municipal League
TMRS ..... Texas Municipal Retirement System
TLETS .... Texas Law Enforcement Telecom System
TXDOT ..... Texas Department of Transportation
WTP .....Water Treatment Plant
WWTP .....Wastewater Treatment Plant
ZBA ..... .Zoning Board of Adjustments

Glossary of Terms

Account Number – A code made up of numbers used to classify how specific dollar amounts come into the City or how they are being spent.

Accounting System – The methods and records established to identify, assemble, analyze, classify, record, and report the City's transactions and to maintain accountability for the related assets and liabilities.

Accounts Payable – A short-term (one year or less) liability reflecting amounts owed for goods and services received by the City.

Accounts Receivable – An asset reflecting amounts due from other person(s) or organization(s) for goods and services furnished by the City.

Accrual Accounting - The basis of accounting where transactions are recognized in the financial statements when they occur, regardless of when cash is received or spent.

Adopted – Adopted, as used in fund summaries and department and division summaries within the budget document, represents the budget as approved by formal action of the City Council, which sets the spending limits for the fiscal year.

Ad Valorem Tax - A tax computed from the assessed valuation of land and improvements (See Property Tax).

Amended Budget – The adopted budget for a fiscal year plus any budget amendments or budget transfers.

Amortize – Provide for the gradual extinguishment of a liability (as a mortgage) usually by contribution to a sinking fund at the time of each periodic period.

Appropriation - A legal authorization granted by a legislative body to make expenditures and incur obligations for specific purposes. An appropriation is usually limited in amount and as to the time when it may be expended.

Appropriation Ordinance - An ordinance which gives appropriations legal effect. It is the method by which the expenditure side of the annual operating budget is enacted into law by the City Council.

Assessed Valuation - Valuation set upon real estate or other property by a government as a basis for levying taxes (Note: Property values in Bastrop are established by the Bastrop County Appraisal District).

Assets - Resources owned or held by the City which have monetary value.

Audit - An examination of organization financial statements and the utilization of resources.

Available Cash – Unobligated cash and cash equivalents.

Balance Sheet - A financial statement that presents the assets, liabilities, reserves and balances of a specific governmental fund as of a specified date.

Balanced Budget - A budget adopted by the legislative body and authorized by ordinance where the proposed expenditures are equal to or less than the proposed resources.

Benchmarking – A process for measuring progress from a point in time and is something that serves as a standard by which others may be measured.

Bond - A written promise to pay a specified sum of money, called the face value or principal amount, at a specified date or dates in the future, called the maturity date(s), together with periodic interest at a specified rate. The most common types of bonds are general obligation and revenue. Bonds are most frequently used to finance the construction of large capital projects.

Bonded Debt – The portion of indebtedness represented by outstanding (unpaid) bonds.

Bonds Issued – Bonds sold by the City.

Bonds Payable – The face value of bonds issued and unpaid.

Budget - A plan of financial operation that links all planned revenues and expenditures with various municipal services. The term "budget" usually indicates a financial plan for a single fiscal year.

Budget Document - The instrument used by the budget-making authority to present a comprehensive financial program to the appropriating body.

Budgetary Control - The control or management

of a government or enterprise in accordance with an approved budget for the purpose of keeping expenditures within the limitations of available appropriations and available resources.

Capital Expenditure – Funds spent for the acquisition of a long-term asset.

Capital Improvement Program Budget - A Capital Improvement Program (CIP) budget is a separate budget from the operating budget. Items in the CIP are usually construction projects or major capital purchases designed to improve and maintain the value of the City's assets.

Capital Outlay - Expenditures that result in the acquisition of or addition to fixed assets. Fixed assets are defined as a piece of equipment, vehicle, furniture or fixture that cost at least $5,000.

Cash Management - The management of cash necessary to pay for government services while investing temporary cash excesses in order to earn interest revenue. Cash management refers to the activities of forecasting the inflows and outflows of cash, mobilizing cash to improve its availability for investment, establishing and maintaining banking relationships, and investing funds in order to achieve the highest interest and return available for temporary cash balances.

Certificate of Obligations - Legal debt instruments used to finance capital improvement projects, which are authorized by City Council and backed by the full faith and credit of the government entity and are fully payable from a property tax levy.

City Charter – The document that establishes the City as an incorporated political subdivision (municipal government) in accordance with the statutes of the State of Texas. The charter provides the form, roles and power of the municipal government that is the City of Bastrop.

"Cloud" Computing – On-demand computing, known as "Cloud" computing, is a kind of Internet-based computing that provides shared processing resources and data to computers and other devices on demand.

Comprehensive Plan – It is an all-inclusive approach to addressing a community's future growth and change. The final product of the comprehensive planning process is a document, which is official in nature, used as a policy guide regarding community development and enhancement.

Contingency Fund -A budgetary reserve set aside for emergencies or unforeseen expenditures not otherwise budgeted.

Coverage Ratio – A term defined by revenue bond indenture, which refers to the ratio of net revenues of an Enterprise Fund after all maintenance and operations expenses are considered, to total debt service.

Current Taxes -Taxes that are levied and due within one year.

Debt Service - The City's obligation to pay the principal and interest of all bonds or other debt instruments according to a pre-determined payment schedule.

Debt Service Fund - A fund established to account for the accumulation of resources for, and the payment of, general long-term debt principal and interest. May also be called a sinking fund.

Debt Service Requirement - The amount of money required to pay interest and principal for a specified period on outstanding debt.

Delinquent Taxes -Taxes remaining unpaid on and after the date on which a penalty for non-payment is attached.

Department - A functional group of the City with related activities aimed at accomplishing a major City service or program.

Depreciation - (1) Expiration in the service life of capital assets attributable to wear and tear, deterioration, action of the physical elements, inadequacy or obsolescence. (2) That portion of the cost of a capital asset which is charged as an expense during a particular period.

Disbursement - Payment for goods and services in cash or by check.

Division – A grouping of related activities within a particular department.

Effective Tax Rate: The rate that produces the same effect in terms of the total amount of taxes as compared to the prior year. The computation of the effective rate is governed by the State of Texas.

Employee Benefits – For the purpose of budgeting, this term refers to the City's cost of medical, dental, and life insurance, pension contributions, social security contributions, workers' compensation, and unemployment insurance costs.

Encumbrances - The pledge to expend appropriated funds to purchase an item or service. To encumber funds means to set aside funds for future expenditures.

Enterprise Fund - A governmental accounting fund in which the services provided are financed

and operated similarly to those of a private business. The rates for these services are established to ensure that revenues are adequate to meet all necessary expenditures.

Equity - The difference between assets and liabilities of the fund.

Escrow Agent – A person or entity that holds property in trust for third parties while a transaction is finalized, or a disagreement is resolved.

Escrow – A contractual arrangement in which a third party receives and disburses money or documents for the primary transacting parties, with the disbursement dependent on conditions agreed to by the transacting parties.

Estimated Revenue – The amount of revenue expected to be collected during the year.

Expenditure - The actual outflow of funds paid for an asset obtained or goods and services obtained.

Expense – Charges incurred, whether paid or unpaid, for operation, maintenance, interest and other charges which are presumed to benefit the current fiscal period.

Extraterritorial Jurisdiction – It is the legal ability of a government to exercise authority beyond its normal boundaries.

Fiscal Year - A 12-month period to which the annual operating budget applies and at the end of which the City determines its financial position and the results of its operations. The Fiscal Year for Bastrop begins October 1 and ends September 30.

Fixed Assets - Assets of a long-term character which are intended to continue to be held or used, such as land, buildings, machinery and equipment.

Franchise Fee – A fee paid by public service businesses for use of City streets, alleys, and property in providing their services to a community. Services requiring a franchise include electricity, natural gas, telecommunications, water, wastewater, and cable television.

Full Faith and Credit - A pledge of the general taxing power of a government to repay debt obligations. This term is typically used in reference to general obligation bonds.

Full-Time Equivalent – A quantifiable unit of measure utilized to convert hours worked by part-time, seasonal or temporary employees into hours worked by full-time employees. Full-time employees work 2080 hours annually. A part-time employee working 1040 hours annually presents a 0.5 F.T.E.

Fund - A fiscal and accounting entity with a self-balancing set of accounts that records all financial transactions for specific activities or government functions.

Fund Balance - The excess in a fund of current assets over current liabilities; sometimes called working capital in enterprise funds. A negative fund balance is often referred to as a deficit.

General Fund - The fund used to account for all financial resources except those required to be accounted for in another fund. This fund includes most of the basic operating services such as police protection, finance, parks, libraries, street maintenance, and general administration.

General Ledger - A file that contains the accounts needed to reflect the financial positions and the results of operations of the City.

General Obligation Debt - Monies owed on interest and principal to holders of the City's general obligation bonds. The debt is backed by the full faith and credit of the City and requires voter approval.

Generally Accepted Accounting Principles - Detailed accounting standards and practices for state and local governments as prescribed by the Governmental Accounting Standards Board (GASB).

Geographic Information System – A computer system used to collect, store, manipulate, analyze, and display spatial or geographic data.

Goals - Targets or plans that are reflective of major departmental activities.

Governmental Fund - A fiscal and accounting entity with a self-balancing set of accounts that records all financial transactions for specific activities or government functions. Governmental Funds include the General Fund, Special Revenue funds, Debt Service funds, and Capital Projects funds.

Grants - Contributions of assets from another government to be used or expended for a specified purpose, activity, or facility.

Hotel Occupancy Tax – Hotel occupancy tax is imposed on the rental of a room or space in a hotel costing $15 or more each day. The tax not only applies to hotels and motels, but also to bed and breakfasts, condominiums, apartments, and houses. Texas Tax Code, Title 3 – Local Taxation, Chapter 351 – Municipal Hotel Occupancy Taxes is the statute governing the collection of and expenditure related to HOT Tax.

Indirect Costs – Those costs that are fully expensed within one fund or division that can be allocated to another fund or division. Human Resources is fully expensed to the General Fund,

but services relate to the Electric Utility Fund as well.

Information Technology – It is the use of computers to store, retrieve, transmit, and manipulate data, or information, often in the context of a business, government, or other enterprise.

Interest and Sinking Funds – See Debt Service Fund.

Interfund Transfers - Amounts transferred from one fund to another.

Intergovernmental Revenue – Revenues received from another governmental entity, such as county, state, or federal governments.

Internal Service Fund - A fund used to account for the financing of goods or services provided by one department to another on a cost reimbursement basis.

Inventory - A detailed listing of property currently held by the City.

Levy - To impose taxes, special assessments or service charges for the support of City activities.

Liabilities - Debt or other legal obligations arising out of transactions in the past which must be liquidated, renewed, or refunded at some future date. This term does not include encumbrances.

Limited Tax Note – Short-term interest-bearing note issued by a government in anticipation of tax revenues to be received at a later date. The note is retired from the tax revenue to which it is related.

Line-Item Budget - A budget that lists each expenditure category (personnel, supplies, services, etc.) separately, along with the dollar amount budgeted for each specified category.

Long-Term Debt - Any un-matured debt that is not a fund liability with a maturity of more than one year.

Maintenance - The act of keeping assets in a state of good repair. It includes preventive maintenance, normal periodic repairs, part replacement and so forth needed to maintain the asset so that it continues to provide normal service.

Mission – The basic purpose of the department/division; the reason for its existence.

Modified Accrual Accounting - A basis of accounting in which expenditures are accrued but revenues are accounted when they are measurable and available to pay current liabilities. This accounting technique is a combination of cash and accrual accounting since expenditures are immediately incurred as a liability while revenues are not recorded until they are measurable and available to pay current liabilities. This type of accounting basis is conservative and is recommended as the standard for most governmental funds.

Non-Operating Expenditures – The costs of government services which are not directly attributable to a specific City program or operation. An example would be debt service obligations.

Non-Operating Revenues – The incomes, not received by the government, which are directly attributable to providing a service. An example would be interest on investments.

O&M – Operations and Maintenance.

Objectives – A specific, measurable, and observable result of an organization's activity which advances the organization toward a goal.

Operating Budget - The plan for current expenditures and the proposed means of financing them. The annual operating budget is the primary means by which most of the financing, acquisition, spending, and service delivery activities of a government are controlled. The use of annual operating budgets is usually required by law.

Operating Expenses – Proprietary fund expenses related directly to the fund's primary activities.

Operating Income – The excess of operating revenues over operating expenses.

Operating Revenue – Proprietary fund revenues directly related to the fund's primary activities. They consist primarily of user charges for goods and services.

Operating Transfers – Legally authorized transfers from a fund receiving revenue to the fund through which the resources are to be expended.

Ordinance - A formal legislative enactment by the governing board of a municipality. If it is not in conflict with any higher form of law, such as a state statute or constitutional provision, it has the full force and effect of law within the boundaries of the municipality to which it applies.

Pavement Condition Index – It is a numerical index between 0 and 100 which is used to indicate the general condition and expected life of a specific section of road pavement.

Paying Agent – An entity responsible for paying of bond principal and interest on behalf of the City.

Performance Measure - Measurements that reflect the service that is being provided and permit objective evaluation of the service program.

Policy - A plan, course of action, or guiding principle design to set parameters for decisions and

actions.

Principal – The face value of a bond, payable on stated dates of maturity.

Property Tax - Taxes are levied on both real and personal property according to the property's valuation and tax rate.

Proprietary Fund - A fiscal and accounting entity with a self-balancing set of accounts that records all financial transactions for specific activities or government functions. Proprietary Funds include Enterprise funds and Internal Service funds.

Public Improvement District – A defined geographical area established to provide specific types of improvements or maintenance within the area which are financed by assessments against property owners within the area.

Refunding – The issuance of new debt whose proceeds are used to repay previously issued debt. The proceeds may be used immediately for this purpose (a current refunding) or they may be placed with an escrow agent and invested until they are used to pay principal and interest on the old debt at a future time (an advance refunding).

Reimbursements – Interfund transactions that constitute reimbursements to a fund for expenditures or expenses initially made from it, but that properly apply to another fund.

Reserve - An account used to earmark a portion of fund balance to indicate that it is not appropriated for expenditure. A reserve may also be an account used to earmark a portion of fund equity as legally segregated for a specific future use.

Resolution – A special or temporary order of the City Council.

Retained Earnings – An equity account reflecting the accumulated earning of a proprietary fund.

Revenue - Funds that the City receives as income. It includes such items as tax payments, fees from specific services, receipts from other governments, fines, forfeitures, grants, shared revenues, and interest income.

Revenue Bonds - Bonds whose principal and interest are payable exclusively from earnings of an Enterprise Fund.

Risk Management – An organized effort to protect the City's assets against loss, utilizing the most economical methods.

Sales Tax – Tax collected on goods and services sold within the City's boundaries and remitted to the State's Comptroller of Public Accounts.

Sinking Fund - See Debt Service Fund.

Special Revenue Fund – Accounts for the proceeds of specific revenue sources that are legally restricted to expenditure for specific purposes.

Surplus – The excess of the assets of a fund over its liabilities; or if the fund has other resources and obligations, the excess of resources over the obligations.

Tax Base – The total taxable value of all real and personal property in the City as of January 1st of each year as certified by the Tax Appraisal District, less any exemptions.

Tax Levy – The resultant product when the tax rate per one hundred dollars is multiplied by the tax base.

Tax Rate – The amount of tax levied for each $100 of taxable value.

Tax Roll – The official list showing the amount of taxes levied against each taxpayer of property.

Taxes - Compulsory charges levied by a government for the purpose of financing services performed for the common benefit. This term does not include specific charges made against particular persons or property for current or permanent benefits such as special assessments. Neither does the term include charges for services rendered only to those paying such charges, for example, sanitation service charges.

Texas Municipal League – It is a voluntary coalition of Texas municipalities created for the purpose of furthering and enhancing causes of mutual interest to Texas cities.

Texas Municipal Retirement System – It provides retirement plans to its member cities. Each city selects its own plan and its contributions are computed on each individual city's plan and actuarial information. The City of Bastrop currently offers its employees a retirement plan with 2:1 matching, 5-year vesting, and retirement eligibility at age 60 with 5 years of service and at any age with 25 years of service.

Transfers In/Out - Amounts transferred from one fund to another to assist in financing the services or programs for the recipient fund.

Unencumbered Fund Balance – It is the amount of undesignated fund balance of a fund available for allocation.

User Fees – The payment of a fee for the direct receipt of a public service by the party benefiting from the service.

Working Capital – Current assets less current liabilities.

STAFF REPORT

MEETING DATE: September 24, 2019 **AGENDA ITEM**: 9H

TITLE:
Consider action to ratify the vote on the Fiscal Year 2019-2020 budget, which results in more revenues from ad valorem taxes than the previous year.

STAFF REPRESENTATIVE:
Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:
N/A

POLICY EXPLANATION:
State law requires a separate and additional vote to ratify a vote that approves a budget, if the budget will raise more revenue from ad valorem taxes than in the prior fiscal year.

FUNDING SOURCE:
N/A

RECOMMENDATION:

MUST READ WORD FOR WORD

"Move to ratify the vote just taken to approve the Fiscal Year 2019-2020 budget which will raise more revenues from ad valorem taxes than the previous fiscal year."

ATTACHMENTS:
- N/A

STAFF REPORT

MEETING DATE: September 24, 2019 **AGENDA ITEM**: 9I

TITLE:
Consider action to approve the second reading of Ordinance No. 2019-39 of the City Council of the City of Bastrop, Texas, adopting the tax rate and levying ad valorem taxes for the Fiscal Year 2019-2020 to provide revenue for the payment of current expenditures: providing a severability clause; establishing an effective date; and proper notice and meeting.

STAFF REPRESENTATIVE:
Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:
The City Council held a Budget Workshop on April 24, 2019 to discuss budget challenges and needs of the community.

The City Manager presented the proposed budget for FY2019-2020 on August 13, 2018. The City Council held a Budget Workshop on August 20, 2019 and August 21, 2019 to go through all funds in detail.

Ad valorem taxes are made up of two components: (1) operations and maintenance (O&M); (2) interest and sinking fund (I&S). The proposed budget was prepared with an O&M rate of $0.3691 and an I&S rate of $0.1949 for a total tax rate of $0.5640 per $100 of taxable value.

The proposed tax rate is effectively a tax increase of 6.0% which is the difference between the effective tax rate and the proposed tax rate.

Council approved on first reading at the Council Meeting held on Sept. 10, 2019.

POLICY EXPLANATION:
Adoption of the tax rate is an important part of the budget process. Adoption of the tax rate per state law must be a separate item on the agenda and occurs after the adoption of the budget.

The State of Texas truth in taxation law requires that the City Council conduct two public hearings on its proposed ad valorem tax rate each year if such rate exceeds the rollback tax rate or effective tax rate, whichever is lower. The effective tax rate and the rollback tax rate have been calculated and the Notice of Proposed Tax Rate has been published in the local newspaper and on the City's website and Public Access Channel as required by law. The following table illustrates the proposed tax rate, the rollback tax rate, and the effective tax rates appropriately split between the I&S and the O&M rate. The proposed tax rate to be considered is $0.5640, which is more than the effective tax rate.

TAX RATE	FY 2018-2019	FY 2019-2020
Property Tax Rate	0.5640	0.5640
Effective Rate	0.5534	0.5322
Rollback Rate	0.5809	0.5704
Effective M&O Rate	0.3575	0.3477
I&S Rate	0.1949	0.1949

FUNDING SOURCE:
This item is the annual ad valorem tax assessment for FY 2019-2020.

RECOMMENDATION:
Consider action to adopt the ad valorem tax rate. Tax Code requires that the motion be read as follows:

> **"I MOVE THAT THE PROPERTY TAX RATE BE INCREASED BY THE ADOPTION OF A TAX RATE OF $0.5640, WHICH IS EFFECTIVELY A 5.98 PERCENT INCREASE IN THE TAX RATE."**

ATTACHMENTS:

- Ordinance No. 2019-39

ORDINANCE NO. 2019-39

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, ADOPTING THE TAX RATE AND LEVYING AD VALOREM TAXES FOR THE FISCAL YEAR 2019-2020 TO PROVIDE REVENUE FOR THE PAYMENT OF CURRENT EXPENDITURES; ENACTMENT; ENFORCEMENT; A REPEALER; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, the City Council of Bastrop, Texas has on this date, by way of separate Ordinance, duly approved and adopted a Budget for the operation for the City for fiscal year 2019-2020 (FY 2019-2020); and

WHEREAS, the aforesaid Ordinance anticipates and requires the levy of an ad valorem tax on all taxable property in the City of Bastrop; and

WHEREAS, the Chief Appraiser of Bastrop County Tax Appraisal District has prepared and certified the appraisal roll for the City of Bastrop, Texas, that roll being that portion of the approved appraisal roll of the Bastrop County Tax Appraisal District which lists property taxable by the City of Bastrop, Texas; and

WHEREAS, it is necessary to levy such an ad valorem tax at a given rate to generate revenues sufficient to meet the projected expenses of the City for FY 2019-2020; and

WHEREAS, the City has fully and timely complied with all notice and other requirements relative to the adoption of a tax rate for FY 2019-2020.

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

Section 1: There is hereby levied for the FY 2019-2020 upon all real property situated within the corporate limits of the City of Bastrop, Texas, and upon all personal property which was owned within the corporate limits of the City of Bastrop, Texas, on January 1, 2019, except so much thereof as may be exempt by the Constitution or laws of the State of Texas, a total tax of $0.5640 on each $100 of assessed valuation on all taxable property, which total tax herein so levied shall consist and be comprised of the following components:

a) An ad valorem tax rate of $0.3691 on each $100 of assessed valuation of all taxable property is hereby levied for general City purposes and to pay the current operating expenses of the City of Bastrop, Texas, for the fiscal year ending September 30, 2020, which tax, when collected shall be appropriated to and for the credit of the General Fund of the City of Bastrop, Texas.

b) An ad valorem tax rate of $0.1949 on each $100 of assessed valuation of taxable property is hereby levied for the purpose of creating an Interest and Sinking Fund with which to pay the interest and principal of the valid bonded indebtedness, and related fees of the City of Bastrop, now outstanding and such tax, when collected, shall be appropriated and deposited in and to the credit of the General Debt Service Fund of the City of Bastrop, Texas, for the fiscal year ending September 30, 2020.

Section 2: The City of Bastrop shall have lien on all taxable property located in the City of Bastrop to secure the payment of taxes, penalty, and interest, and all costs of collection, assessed and levied hereby.

Section 3: Taxes are payable in Bastrop, Texas at the Office of the Tax Assessor Collector of Bastrop County. The City shall have available all the rights and remedies provided by law for the enforcement of the collection of taxes levied under this Ordinance.

Section 4: The tax roll presented to the City Council, together with any supplements thereto, are hereby accepted and approved.

Section 5: Should any paragraph, sentence, provision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance, as a whole, or any part or provision thereof, other than the part or parts adjudged to be invalid, illegal, or unconstitutional.

Section 6: This ordinance shall be in full force and effect from and after its adoption by the City Council and publication of its caption as the law and the City Charter provide in such cases.

Section 7: All other ordinances and Code provisions in conflict herewith are hereby repealed, but only to the extent of any such conflict or inconsistency and all other provisions of the Bastrop City Code not in conflict herewith shall remain in full force and effect.

Section 8: The repeal of any ordinance or parts thereof by the enactment of this Ordinance, shall not be construed as abandoning any action now pending under or by virtue of such ordinance; nor shall it have the effect of discontinuing, abating, modifying or altering any penalty accruing or to accrue, nor as affecting any rights of the City under any section or provision of any ordinances at the time of passage of this Ordinance.

THE TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEARS TAX RATE; AND THE TAX RATE WILL EFFECTIVELY BE RAISED BY 5.98 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY $0.00.

Section 9: 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. The City Council of the City of Bastrop, Texas adopted this ordinance with a majority vote as follows:

Mayor Pro Tem Lyle Nelson	YEA____	NAY____	ABSTAIN____	ABSENT____
Council Member Bill Peterson	YEA____	NAY____	ABSTAIN____	ABSENT____
Council Member Drusilla Rogers	YEA____	NAY____	ABSTAIN____	ABSENT____
Council Member Bill Ennis	YEA____	NAY____	ABSTAIN____	ABSENT____
Council Member Dock Jackson	YEA____	NAY____	ABSTAIN____	ABSENT____

READ and APPROVED on First Reading on the 10th day of September 2019.

READ and ADOPTED on Second Reading on the 24th day of September 2019.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

STAFF REPORT

MEETING DATE: September 24, 2019 **AGENDA ITEM**: 9J

TITLE:
Consider action to approve the second reading of Ordinance No. 2019-42 of the City Council of the City of Bastrop, Texas amending Appendix A, the Master Fee Schedule for the City of Bastrop, attached as Exhibit A; providing that other fees not listed but now charged pursuant to other ordinances and resolutions shall remain in effect until transferred to the Master Fee schedule by amendment; Excluding sections A13.02 and A13.07; providing for findings of fact, enactment; enforcement; a repealer and severability; establishing an effective date; and proper notice and meeting.

STAFF REPRESENTATIVE:
Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:
On September 25, 2018 City Council adopted Ordinance 2018-21 creating a Master Fee Schedule and establishing the process of amending this schedule annually as a part of the budget process.

POLICY EXPLANATION:
Th Financial Management Policy states:

> ***User-based fees** – for services associated with a user fee or charge, the direct and indirect costs of that service will be offset by a fee where possible. There will be an annual review of fees and charges to ensure that fees provide adequate coverage of costs and services.*

This fee schedule will be reviewed and updated annual as a part of the budget process. Each department will be responsible for reviewing their fees as a part of the budget and making sure the fees cover the cost of the service provided.

Council approved on first reading at meeting held September 10, 2019.

FUNDING SOURCE:
N/A

RECOMMENDATION:
Consider action to approve the second reading of Ordinance No. 2019-42 of the City Council of the City of Bastrop, Texas amending Appendix A, the Master Fee Schedule for the City of Bastrop, attached as Exhibit A; providing that other fees not listed but now charged pursuant to other ordinances and resolutions shall remain in effect until transferred to the Master Fee schedule by amendment; Excluding sections A13.02 and A13.07; providing for findings of fact, enactment; enforcement; a repealer and severability; establishing an effective date; and proper notice and meeting.

ATTACHMENTS:

- Ordinance 2019-42
- Master Fee Schedule

ORDINANCE NO. 2019-42

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING APPENDIX A, THE MASTER FEE SCHEDULE FOR THE CITY OF BASTROP ATTACHED AS EXHIBIT A; PROVIDING THAT OTHER FEES NOT LISTED BUT NOW CHARGED PURSUANT TO OTHER ORDINANCES AND RESOLUTIONS SHALL REMAIN IN EFFECT UNTIL TRANSFERRED TO THE MASTER FEE SCHEDULE BY AMENDMENT; EXCLUDING SECTIONS A13.02 AND A13.07; PROVIDING FOR FINDINGS OF FACT, ENACTMENT, ENFORCEMENT, A REPEALER, AND SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, on September 25, 2018, the City Council of the City of Bastrop adopted a Master Fee Schedule, Ordinance 2018-21, for the purpose of setting forth the comprehensive fees assessed and collected by the City for a range of applications, permits, licenses, services and activities; and

WHEREAS, Ordinance 2018-21 provides that the City Council will amend the Master Fee Schedule annually during the budget process; and

WHEREAS, although the purpose of this ordinance is to amend the Master Fee Schedule, this ordinance is not intended to amend, abolish, or change any fee heretofore established that is not listed in the Master Fee Schedule.

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

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

SECTION 2. ENACTMENT That from and after the effective date of this Ordinance, the fees and charges set out in the Master Fee Schedule, Appendix A of the Code of Ordinances, as amended to read as described in Exhibit "A" shall be collected on behalf of the City. Other sections, fees or charges not referenced in Exhibit “A” shall remain unaffected by this Ordinance.

SECTION 3. CONFLICTS That in the event of a conflict between a fee set out in the Master Fee Schedule and the provisions of any other City ordinance or resolution, the provisions of the Master Fee Schedule shall prevail; however, this Ordinance shall not amend, abolish or change any fee heretofore established that is not listed in the Master Fee Schedule and such fees shall continue in effect for all purposes until amended by ordinance or resolution or transferred to the Master Fee Schedule.

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

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

SECTION 6. ENFORCEMENT The City shall have the power to administer and enforce the provisions of this ordinance as may be required by governing law. Any person violating any provision of this ordinance is subject to suit for injunctive relief as well as prosecution for criminal violations, and such violation is hereby declared to be a nuisance.

Nothing in this ordinance shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this ordinance and to seek remedies as allowed by law and/or equity.

SECTION 7. EFFECTIVE DATE That the fees provided for in this Ordinance relative to the various proposed rates and fees shall become effective on the 1st day of October 2019, except for the Library Membership fees, which shall become effective on the 1st day of January 2020.

SECTION 8. OPEN MEETINGS 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 & APPROVED on First Reading on the 10th day of September 2019.

READ & ADOPTED on the Second Reading on the 24th day of September 2019.

APPROVED:

_____

Connie B. Schroeder, Mayor

ATTEST:

_____

Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____

Alan Bojorquez, City Attorney

GENERAL PROVISIONS

SEC Reference	Last updated	Description	Amount of fee
A1.07		**RECORDS MANAGEMENT PROGRAM**	
A1.07.017	1995 Code	Charges for printing copies for public information	
		Standard size paper copy (per page)	$0.10
		Non-standard-size copy-Diskette (each)	$1.00
		Non-standard-size copy-Magnetic tape (each)	$10.00
		Non-standard-size copy-VHS videocassette (each)	$2.50
		Non-standard-size copy-Audio cassette (each)	$1.00
		Non-standard-size copy-Paper (each)	$.50
		Non-standard-size copy-Other	Actual Cost
		Personnel Charge per hour	$15.00
		Overhead charge-20% of personnel charge	Actual
		Microfiche or Microfilm-paper copy	$.10
		Microfiche or Microfilm-copy	Actual Cost
		Remote document retrieval charge	Actual Cost
		Computer resource charge-Mainframe-per minute	$17.50
		Computer resource charge-Midsize- per minute	$ 3.00
		Computer resource charge: Client/server-per minute	$1.00
		Computer resource charge-PC or LAN-per minute	$.50
		Programming time charge-per hour	$26.00
		Miscellaneous supplies	Actual Cost
		Postage and shipping charge	Actual Cost
		Fax charge-Local per page	$.10
		Fax charge-long distance- same area code-per page	$.50
		Fax charge-long distance-different area code-per page	$1.00
		Other costs	Actual Cost

PARKS

SEC Reference	Last updated	Description	Amount of fee/Deposit
1.10		**PARKS**	
1.10.002	Ord. No. 2016-06 3/22/2016	**Noncommercial fees and deposits**: Pavilions (including BBQ pits when available) and concession stand. Schedule for noncommercial fees and deposits for the pavilions located in Fisherman's Park, Bob Bryant Park, Kerr Park, and Hunter's Crossing Park.	
		Less than 100 Patrons	$50.00/$50.00
		101-200 Patrons	$100.00/$150.00
		201-300 Patrons	$150.00/$250.00
		Concession Stands (The concession stand at the splash pad may only be reserved by youth (17 and under). Parent or guardian adult supervision is required. Other fees, including vendor and/or permit fee may apply (see chapter 4 of this code).	$0.00/$50.00
		Multipurpose fields: Schedule for noncommercial fees and deposits for multipurpose fields in Fisherman's Park, Bob Bryant Park and Hunter's Crossing Park.	
		Less than 100 Patrons	$50.00/$100.00
		101-300 Patrons	$75.00/$150.00
		301-500 Patrons	$100.00/$200.00
		Additional park amenities fees non-commercial use.	
		Softball fields -daily/practice use	$20.00 per hour/$50.00 flat fee
		Softball fields-additional lighting (6-10 pm)	$10.00 per hour
		Softball fields-tournament use	$150.00 per day/$100.00 flat fee
		Softball fields-tournament use-additional lighting (6-10pm)	$10.00 per hour
		Sand volleyball court (no lighting available)	$40.00 per 4- hour block

SEC Reference	Last updated	Description	Amount of fee/Deposit
		Pier/scenic outlook	$40.00 per 4-hour block
		Pier/scenic outlook-seating at additional cost	$2.00 per chair
		Tennis & Basketball courts	$4.00 per 4 hour block
		Tennis & Basketball courts-limited lighting available	$10.00 per hour (6-10pm)
		City Staff-required with 100+patrons	$25.00 per hour
		Additional equipment required	Standard FEMA rates apply
		Barricades – Type I	$3.00 each
		Barricades – Type II	$10.00 each
		Barricades – Type III	$20.00 each
		Cones 24-36 inches	$1.00 each
		Cones 48 inches	$2.00 each
		Commercial fees and deposits:	
		Pavilions (including BBQ pits when available). Schedule for commercial use fees and deposits for the pavilions located in Fisherman's Park, Bob Bryant Park, Kerr Park, and Hunter's Crossing Park.	
		Less than 100 patrons	$100.00/$200.00
		101-200 patrons	$200.00/$300.00
		201-300 patrons	$300.00/$400.00
		Greater than 300	Special event permit required
		Multipurpose fields	
		Schedule for commercial use fees and deposits for the multipurpose fields in Fisherman's Park, Bob Bryant Park, Kerr Park, and Hunter's Crossing Park.	
		0-100 patrons	$100.00/$200.00
		101-200 patrons	$250.00/$400.00
		201-500 patrons	$400.00/$600.00
		Additional park amenities fees commercial use.	
		Softball fields-daily practice use	$30.00 per hour/$100.00 deposit
		Softball fields-additional lighting (6-10pm)	$10.00 per hour
		Softball fields-tournament use	$250.00 per day/$200.00 deposit
		Softball fields-additional lighting (6-10pm)	10.00 per hour

SEC Reference	Last updated	Description	Amount of fee/Deposit
		Sand volleyball court – 4-hour block (no lighting)	$80.00
		Pier/Scenic outlook -4-hour block	$80.00
		Pier/Scenic outlook – additional seating	$3.00 per chair
		Tennis & Basketball courts – 4-hour block	$80.00
		Tennis & Basketball courts-limited lighting available (6-10 pm)	$10.00 per hour
		City staff – required with 100+	$25.00 per hour
		Additional equipment required	Standard FEMA rates
		Barricades Type I	$5.00 each
		Barricades Type II	$20.00 each
		Barricades Type III	$25.00 each
		Cones 24-36"	$2.00 each
		Cones 48"	$4.00 each
		The fees and deposits provided for in this section are for one (10) week period of the commercial use. Each ten (10) week period shall require a new fee and deposit.	
		Rodeo Arena Rental Fees	
		Rodeo Arena Rental includes lighting	$200.00 per day
		Security Deposit for entire event	$400.00
		Rodeo Arena Rental-4-hour block before dark	$50.00
		4-hour block before dark security deposit	$100.00 per 4 hr block
		Rodeo Arena Rental-4-hour block after dark	100.00
		4-hour block after dark security deposit	$200.00 per 4 hr block
		Services required during event	**See Fee Schedule**
		Arena dirt work-City crew-tractor, drag	$50.00 per hour
		City Staff (litter, assistance, etc.)	$20.00 per hour, per person
		Electricity for arena lights	$10.00 per hour
		Water for arena dirt work	$5.00 per 1,000 gallons
		RV and/or campsites with hook-ups (includes water/electric)	$35.00 per day
		Concession stand/kitchen	See concession stand agreement

SEC Reference	Last updated	Description	Amount of fee/Deposit
		Dog training	
		Dog training classes in Bark Park only per class	$25.00
		Deposit	$50.00

LIBRARIES

SEC Reference	Last updated	Description	Amount of fee/Deposit
A1.12		**Membership Fees**	
		Annual Membership	Resident: $0.00 Non-Resident: $25.00
		Six-month Membership	Resident: $0.00 Non-Resident: $15.00
		Circulating Material Fines & Fees	
		Material Returned After Due Date	$0.10 per item per day after a five-day grace period, $5.00 cap per item.
		Replacement of Bastrop Public Library materials lost or damaged beyond repair	Manufacturer's suggested retail price (MSRP)
		Replacement of Interlibrary Loan materials lost or damaged beyond repair	Set by lending library
		Interlibrary Loan return shipping costs	$3.00 per item
		Meeting Rooms	
		Maynard Conference Room	General: $25.00 per hour
		Pressley Meeting Room	General: $50.00 per hour
		Supply and Equipment Fees	
		Printing – Black & White, Letter-sized paper	$0.10 per page
		Printing – Color, Letter-sized paper	$1.00 per page
		Printing – Black & White, Ledger-sized paper (11X17")	$0.20 per page

		3D Printing, except as part of an official Library program	$0.10 per gram
		Miscellaneous Fees	
		Replacement library card	$1.00

FILM AND BROADCASTING

SEC Reference	Last updated	Description	Amount of fee/Deposit
A1.18		**FILM AND BROADCASTING**	
A1.18.002	Ord. No. 2016-32 11/8/2016	**Film and Broadcasting**	
		BTXN field production rates	
		Preproduction (Crew coordination, call sheet, and one meeting)	$35.00
		Raw show transfer (*No charge if BTXN is editing requires approximately ½ hour each for set-up and breakdown)	$20.00*
		Administration charge	12% of total bill
		BTXN crew member studio production rates per hour (2-hour minimum)	
		Producer	$50.00
		Director/technical director	$35.00
		Audio technician	$35.00
		Floor manager	$30.00
		Camera operator	$30.00
		Graphics and CG technician/teleprompter operator	$30.00
		Audio assistant	$25.00
		Production assistant	$20.00
		BTXN studio editing rates per hour (2-hour minimum)	
		Editor	$40.00 per hour
		Graphics/audio mix/color correct	$50.00 per hour
		BTXN studio miscellaneous rates	
		Additional DVDs (first one no charge with editing time)	$15.00

		Additional video files (one full quality high resolution file included with editing time)	$15.00
		Additional ½ hour editor review session (first one included with editing time)	$20.00

ANIMAL CONTROL

SEC Reference	Last updated	Description	Amount of fee/Deposit
A2.02		**VACCINATION AND LICENSING OF DOGS AND CATS**	
A2.02.005	Ord. No. 2005-15 03/22/2005	Guard dog permit	$35.00
A2.02.008	Ord. No. 2008-10 02/26/2008	License fee	
		Altered dog	$5.00
		Unaltered dog per animal	$25.00 per animal, per year
A2.03	Ord. No. 2005-15 03/22/2005	**KENNELS AND MULTIPLE PET OWNERSHIP**	
A2.03.002		Kennel permit	$35.00
		Multiple pet owner's permit	$35.00
		Private breeder's permit	$35.00
A2.003.006		Commercial animal sales permit	$35.00
A2.04	Ord. No. 2005-15 03/22/2005	**IMPOUNDMENT**	
A2.04.001		**Authorized fees**	
		Initial impoundment fee	$40.00 per animal
		Dog or cat per additional day	$3.50 per animal
A2.04.002		**Owner surrender fees**	
		Animals surrendered by owner/harborer:	
		owner surrender one pet	$20.00
		Owner surrender pets in litter, 8 weeks-3 months	$25.00 per litter
		Owner surrender under 8 weeks of age	$10.00 per animal

A2.04.007		**Adoption of impounded animals**	
		Adoption fee with mandatory spay/neuter agreement	$15.00
A2.04.035		**Livestock and estray impoundment fees**	
		Cattle, per head	$40.00 each
		Equine, per head	$40.00 each
		Goats/sheep, per head	$40.00 each
		Swine, per head	$40.00 each
		Exotic fowl, per bird	$40.00 each
	Ord. No. 2005-15		
A2.08	03/22/2005	**DANGEROUS DOGS**	
A2.08.010		**Permit and tag**	
		Dangerous dog, unsprayed/unneutered	$100.00 each
		Dangerous dog, spayed/neutered	$50.00 each
		Dangerous dog, renewal, unsprayed/unneutered	$50.00 each
		Dangerous dog, renewal, spayed/neutered	$25.00 each

BUILDING REGULATIONS

SEC Reference	Last updated	Description	Amount of fee/Deposit
A3.01		**GENERAL PROVISIONS**	
A3.01.002	Ord. No. 2017-23 09/27/2017	Charges for consulting services	
		Professional fees and related charges incurred by the City for the services of consultant(s):	Actual fee plus 15% administrative fee
A3.01.003	Ord. No. 2017-23 09/27/2017	Work commencing prior to permit issuance- The greater of:	100% of the calculated permit and inspection fees or $150, in addition to the required permit and inspection fees
A3.01.004	Ord. No. 2017-23 09/27/2017	Re-inspection and certificate fees:	

SEC Reference	Last updated	Description	Amount of fee/Deposit
		Failed inspections or re-inspections	$75.00 per inspection
		~~Certificate of Occupancy (change in use)~~	~~$150.00~~
		Certificate of Occupancy	$250
		~~Certificate of Occupancy (change in ownership)~~	~~$75.00~~
		Copies/Re-issue Certificates of Occupancies, inspections copies	~~$10.00~~$25
		Courtesy Inspections	$25.00
		Administration fee (per permit application)	%5 of permit fee
		Emergency Repair	50% reduction (must be verified by Building Official)
		Permit Technology Fee	$6.00 per permit
A3.04		**BUILDING CODE**	
A3.04.002	Ord. No. 2017-23 09/27/2017	Schedule of permit fees	
		All permit and inspection fees shall be based on the following schedule, unless otherwise stated or authorized by state law:	
		~~Total Valuation~~ New Construction Permit - Commercial	**~~Fee~~ *SF Value based on ICC Building Valuation Data**
		$1,000,000.00 and less	$7.50 per $1,000.00 of valuation
		$1,000,001.00 and up	$7,500 for the first $1,000,000.00 plus $4.00 per additional $1,000
		~~Inspection fee~~	~~25% of the permit fee~~
		~~For buildings with a calculated value of greater than $2,000,000.00, the Building Official, at their discretion, may use an alternative valuation. e.g. the declared project value.~~	

~~Residential permit and inspection fees will be assessed using the Primary Use Chart, based off the current International Code Council (ICC) Building Valuation Data.~~	
New Construction Permit - Residential	Less than 900 sf; $650 (includes trade permits) 901 to 1,500 sf; $1,200 plus $0.25 per sf 1,500 to 4,999 sf; $1,500 plus $0.25 per sf Greater than 5,000 sf; $2,000 plus $0.25 per sf
~~Non-Licenses Trade Permit Fee~~	~~$75.00 per building~~
~~Failed inspections, re-inspections over inspection allowance~~	~~$75.00 each~~
~~Residential remodel permit. Using square footage affected only~~	~~35% of new building cost Using Primary Use Chart~~
~~Minimum Permit Fee~~	~~$50.00, plus $75.00 per inspection~~
~~Commercial permit and inspection fees will be assessed using the Primary Use Chart, based off the current International Code Council (ICC) Building Valuation Data.~~	
~~Non-Licenses Trade Permit Fee~~	~~$75.00 per building, plus $75.00 per additional floor of multi-story buildings~~
~~Failed inspections, re-inspections, or inspections over inspection allowance~~	~~$75.00 per each~~
Minimum (Base) Permit Fees if no fees mentioned are applicable:	
Residential	$100
Commercial	$500
~~Shell Building Permit (using the Primary Use Chart)~~	~~65% of new building fee~~
~~Tenant Finish-out permit (using the Primary Use Chart)~~	~~35% of new building costs, Per finish-out area~~
~~Commercial remodel permit (using the Primary Use Chart)~~	~~35% of new building cost Using square footage affected only~~
Commercial Shell Building Permit	65% of the New Construction Permit Fee
Commercial Tenant Finish out	65%of the New Construction Permit Fee, per finish out area
Commercial Remodel Permit Fee	$1,000 plus $.50 per sqft.
~~Minimum Permit Fee:~~	~~$100.00, plus $75.00 per inspection~~

Residential Inspection Fee (with New Construction Permit)	35% of New Construction Permit Fee
Commercial Inspection Fee (with New Construction Permit)	35% of New Construction Permit Fee
Miscellaneous Inspections Commercial	$75 per inspection; After hours $75 per hour 2 hour min.
Miscellaneous Inspections Residential	$25
Failed re-inspections	$75 per inspection
Other fees not listed above:	
Roofing permit – Residential	$150.00
Roofing permit – Commercial	$500.00 + $.10 s Sqft.
Construction Trailer – includes hookup fee for electrical and plumbing, excludes fees charged by other utility entities)	~~$150.00~~$500 *Does not include fees from other utilities*
~~Accessory buildings:~~	
~~Above 240 square feet~~	~~Fee will be calculated using the Primary Use Chart~~
~~Garages will use the Storage Low hazard (S-2) use~~	
~~Accessory building under 240 sq. ft.~~	~~$75.00~~
Accessory Buildings	160 sf or less: $75 Over 160 sf: $300
Accessory Dwelling Unit Finish-Out	$500 (includes trade permits)
Accessory Structure (non-habitable)	$75 (No 5% Admin fee)
Accessory Building (electric, plumbing, etc.)	$200 (No 5% Admin fee)
Residential Kitchen Remodel	$100 (includes trade permits) (No 5% Admin fee)
Residential Bathroom Remodel	$75 (includes trade permits) (No 5% Admin fee)
Residential Misc. Remodel	$75 (includes trade permits) (No 5% Admin fee)
Fences –Commercial	$175.00
Fences - Residential	$25.00
~~Fire related fees:~~	
~~Residential fire sprinkler permit~~	~~$175.00~~
~~Commercial Fire sprinkler permit~~	~~$500.00~~
~~Fire alarm system~~	~~$200.00~~
~~Fire suppression system~~	~~$150.00~~
~~Inspection fee~~	~~$75.00~~
Floodplain Development Permits:	
Single Family, community facility	$150.00
Multifamily, commercial, industrial	$250.00

SEC Reference	Last updated	Description	Amount of fee/Deposit
		Appeal to Construction Standards Board	$150.00
A3.04.005		Amendment to schedule of permit fees:	
		B102. Moving fees will be divided into 2 categories:	
		For the moving of a portable building or structure	$25.00
		For the moving of a permanent building or structure	$100.00
A.3.05		**ELECTRICITY - ELECTRICAL CODE**	
A.3.05.035	Ord. No. 2017-23 9/26/17	**Electrician licensing fees.**	
		Commercial trades will pay an attachment fee to a general construction contract. Each subcontractor company will pay this fee for all project on which work is performed.	$150.00
		Residential trades will pay an attachment fee to a general construction contract. Each subcontractor company will pay this fee for all projects on which work is performed.	$75.00
	Ord. No. 2017-23 9/26/17	**Permit and Inspection fees:**	
		~~Commercial electric permit:~~	~~$150.00~~
		~~Residential electric permit:~~	~~$75.00~~
		Residential Trade Fee (each project/permit)	$75
		Commercial Trade Fee (each project/permit)	$200 per building, plus $150 per additional floor (+1 stories)
		Inspection Fees (Re-inspect or Failed)	$100
		Emergency Electric Repair (upgrade required)	No Fee
A3.06		**PLUMBING CODE**	
		~~Commercial Plumbing Permit~~	~~$150~~
		~~Residential Plumbing Permit~~	~~$75~~
		Residential Trade Fee (each project/permit)	$75
		Commercial Trade Fee (each project/permit)	$200 per building, plus $150 per additional floor (+1 stories)

		Inspection Fees (Re-inspect or Failed)	$100
		Water Heater Replacement	$50 (No 5% Admin fee)
A3.06.037	Ord. No. 2017-23 9/26/17	Plumbing inspection fees.	
		Commercial Irrigation Permit	$200.00
		Residential Irrigation Permit	$75.00
		Inspection Fees (Re-inspect or Failed)	$100
A.3.07		**MECHANICAL CODE**	
A3.07.001	Ord. No. 2017-23 9/26/17	Inspection and mechanical trade fees.	
		Residential Trade Fee (each project/permit)	$75
		Commercial Trade Fee (each project/permit)	$200 per building, plus $150 per additional floor (+1 stories)
		Inspection Fees (Re-inspect or Failed)	$100
		HVAC Replacement	$50 (No 5% Admin fee)
		~~Commercial Mechanical Permit~~	~~$150.00~~
		~~Residential Mechanical Permit~~	~~$75.00~~
A3.15		**SWIMMING POOLS**	
A3.15.001	Ord. No. 2017-23 9/26/17	Permit and inspection fees.	
		Commercial Swimming pool permit	~~$500.00~~$750
		Residential Swimming Pool Permit	$200.00
		Inspection Fees (Re-inspect or Failed)	$100
A3.16		**MOVING OF STRUCTURES, DEMOLITION AND SITE WORK**	
A3.16.001	Ord. No. 2017-23 9/26/17	Permit and inspection fees.	
		~~Demolition permit above 5,000 sq. ft.~~	~~$250.00~~
		~~Demolition permit 5,000 sq. ft. or less~~	~~$75.00~~
		Demolition Permit:	

		Residential	$350
		Commercial	$500
		~~Moving permit – Over 240 SQFT.~~	~~$150.00~~
		~~Moving Permit – 240 SQFT or less~~	~~$25.00~~
		Moving Permit:	
		160 sq. ft. or less	$25
		Over 160 sq. ft.	$200
		~~Site work permit~~	~~$150.00 plus~~ ~~$50.00 for each additional acre over 1 acre~~
		Road Closure/ROW obstruction	$150
		Inspection fee	$75.00 per inspection
A3.18		**MOBILE HOME PARKS**	
A3.18.002	1995 Code	New Mobile Home Park Permit	$500.00 plus $25 per space
A3.18.003	1995 Code	License.	
		Original license	$1,000.00
		Annual Renewal License	$500.00
		Transfer of Mobile Home license fee.	$500.00
		SIGNS	
A3.20.053	1995 Code	Signs: Fees	
		New free-standing sign permit application:	~~$50 plus $1 per foot of height and $1 per foot of sign area~~ $200 plus $2/ft. of sign height and $2/sq. ft. of sign area
		New wall sign permit application:	~~$50~~$100 plus $1 per square foot
		[Note electrical permit are in addition, see A3.05.0385]	
		Temporary signs	~~$25~~$50 per month
		Repair or reface of existing sign cabinet	~~$25~~$75
		Comprehensive Sign Plan	$500.00

A3.20.054	Ord. No. 2017-23 9/26/17		
A3.21		**STREETS, RIGHTS-OF-WAY AND PUBLIC PROPERTY**	
A3.21.064		~~Construction of public rights-of-way fee – work within the Right-Of-Way (driveway, sidewalks, culvert or drainage channel modification etc.)~~	~~$125.00~~
		Work within the Right-of-Way Permit (driveway, sidewalks, culvert or drainage channel mod., etc.)	$200
A3.22	Ord. No. 2017-23 09-26-2017		
A3.22.022			

BUSINESS REGULATIONS

SEC Reference	Last updated	Description	Amount of fee/Deposit
A4.03	Ord. No. 2017-03	**TAXICABS, SHUTTLES AND TOURING VEHICLES**	
A4.03.001		License Fee – Annual license and inspection fee for taxicabs, shuttles, touring and alternative vehicles.	$25.00 Per Vehicle $12.00 Additional fee, per driver.
A4.04	Ord. No. 2005-7	**PEDDLERS, SOLICITORS AND VENDORS**	
A4.04.033		Fees	
		Individual peddler, solicitor and vendor permit (60 days).	$30.00
		Individual peddler, solicitor, vendor permit (each agent or employee).	$10.00
		Renewal of individual peddler, solicitor and vendor permit.	$15.00
		Replacement permit.	$10.00

A4.04.073	Ord. No. 2005-7	Permit for temporary/seasonal and multiple vendors – Fee; right of city to refuse permit	
		Temporary/seasonal and/or multiple vendors or events permit (30 days).	$100.00
		Temporary/seasonal and/or multiple vendors or events permit (60 days).	$150.00
		Temporary/seasonal and/or multiple vendors or events permit (90 days).	$200.00
		Replacement permit.	$10.00
A4.05	1995 Code	**COIN-OPERATED MACHINES**	
A4.05.001		Occupation Tax – Charge for release of machine sealed for nonpayment.	$5.00
A4.06		**SPECIAL EVENTS PERMITS, PUBLIC GATHERINGS AND PARADES**	
A4.06.008	Ord. No. 2009-12, 6/9/09	Application Processing Fee	
		With proof of non-profit status (i.e., 501-C)	$100.00
		Processing fee all others.	$300.00
		Security deposit for damages/cleanup. Refundable if the location of the special event is clean and free of litter and damage.	$500.00
		Inspection fee required for amusement rides, temporary structures, and special electrical and water/wastewater needs.	$50.00
		Re-inspection fee required for above-described items.	$75.00
A4.07	1995 Code	**SEXUALLY ORIENTED BUSINESSES**	
A4.07.033		Division 2. License - Fee	
		Initial Application	$2,000.00
		Annual Fee	$500.00

A4.10	Ord. No. 2014-5, 4/22/14	**VEHICLE TOWING**	
A4.10.011		Fees for non-consent tows. (Maximum fees allowed)	
		Regular towing charge (for vehicles not requiring the use of heavy-duty wrecker) for vehicles 10,000 pounds or less.	$150.00
		If medium duty or heavy-duty wrecker is used to tow vehicles in excess of 10,000 pounds.	$300.00
		The following additional fees may be charged if verified by the peace officer in charge of the accident scene:	
		Exceptional labor such as clearing debris. Exceptional labor does not include normal hook-up procedure or routine cleanup not to exceed 30 minutes. and does not include the disposal of classified hazardous waste or vehicle cargo.	$75.00 per hour

SEC Reference	Last updated	Description	Amount of fee/Deposit
		Winching, one-hour minimum, only if normal hook-up is not possible because of conditions or location of vehicle	$75.00 per hour
		Wait time, if it exceeds 30 minutes from time of arrival at the accident scene.	$35.00 per hour
		Flat fee for use of medium duty or heavy-duty wrecker, if it exceeds 30 minutes from time of arrival.	$100.00 per hour
		If an additional operator is required to complete a tow, the second operator may charge a fee.	$35.00 per hour
		Towing fee study: Towing company(ies) requesting a towing fee study from the city shall deposit prior to the city beginning the study.	$500.00

FIRE PREVENTION AND PROTECTION

SEC Reference	Last updated	Description	Amount of fee
A5.08	Ord. No. 2017-18, Exh. A, 7/11/17	**EMERGENCY, FIRE AND RESCUE SERVICES**	
A5.08.001		**Fees and Charges**	

Unit of Measure	Apparatus	Price per Hour
Per engine	Class A engine	$500.00
Per aerial	Aerial	$500.00
Per rescue unit	Rescue (heavy)	$600.00
Per brush unit	Brush truck	$400.00
Per command unit	Command car/truck	$200.00
Per PPV fan	PPV fan	$55.00
Per generator	Generator, portable	$55.00
Per generator	Generator	$55.00
Per saw	Chain saw	$45.00
Per pump	Portable pump	$95.00
Per pump	Float pump	$65.00

Unit of Measurement	Tool	Price
Per incident	Foam nozzle	$55.00
Per incident	Foam eductor	$50.00
Per gallon	AFFF foam	$40.00
Per gallon	Class A foam	$25.00
Per incident	Piercing nozzle	$40.00
Per incident	M/S fog nozzle	$55.00

Per incident	M/S straight bore nozzle	$30.00
Each used	Salvage cover	$28.00
Each used	SCBA pack	$85.00
Per incident	Hall runner	$18.00
Per incident	Portable tank	$75.00
Per incident	Water extinguisher	$22.00
Per incident	Dry chemical extinguisher	$45.00
Per incident	CO_2 extinguisher	$45.00
Each used	Scene lights	$22.00
Each used	Water vests	$30.00
Per incident	Thermal imaging camera	$75.00
Per incident	Sawzall	$55.00
Unit of Measurement	**Supplies/Service**	**Price**
Per bag	Absorbent	$17.00
Each used	Absorbent booms	$40.00
Each used	Top sol	$35.00
Each used	Disposable coveralls	$30.00
Each used	Neoprene gloves	$20.00
Each used	Latex gloves	$6.00
Each used	Over boots	$25.00
Each used	Disposable goggles	$15.00
Each used	Gas plug kit	$50.00
Each used	Plug and dike	$65.00
Each used	Drum liners	$10.00

Each used	Barricade tape	$22.00
Each used	Poly sheeting	$55.00
Per incident	Removal of hazardous material	$150.00
Per incident	Disposal of hazardous material	$150.00
Per incident	Gas multimeter	$65.00
Per incident	CO_2 meter	$65.00
Per quart	Microblaze	$10.00
Per 5 gallons	Microblaze	$150.00
Unit of Measurement	**Tool**	**Price**
Per incident	Spreaders	$250.00
Per incident	Cutters	$250.00
Per incident	Rams	$250.00
Per incident	Air bags	$250.00
Per incident	K-12 saw	$55.00
Per incident	Target saw	$55.00
Per incident	Ajax tool	$25.00
Per incident	K-tool	$25.00
Per incident	Windshield tool	$15.00
Each used	Rescue blanket	$32.00
Each used	Rope	$25.00
Collision investigation fee. Charged in responses where no mitigation services, debris removal, or rescue services are performed:		$275.00

MUNICIPAL COURT

SEC Reference	Last updated	Description	Amount of fee
A7.01		**MUNICIPAL COURT - GENERAL PROVISIONS**	
A7.01.014	1995 Code	Jurors - Jury fee. Jury fee for defendant convicted after requesting jury trial	$5.00
A7.01.023	1995 Code	Fee for person requesting driving safety course.	$10.00
A7.02		**MUNICIPAL COURT – BUILDING SECURITY FUND**	
A7.02.002	1995 Code	Assessment of fee – Security fee for defendants convicted in a trial for a misdemeanor offense (except for parking ticket offenses) in the municipal court.	$3.00
A7.03		**TECHNOLOGY FUND**	
A7.03.002	1995 Code	Assessment of fee - Technology fee for defendants convicted of a misdemeanor offense in the municipal court.	$4.00
A.7.04		**JUVENILE CASE MANAGER FUND**	
A.7.04.002	Ord. No. 2005-40, 11/22/05	Assessment of fee - Juvenile case manager fee for defendants convicted of a fine-only misdemeanor offense (except for parking citations) in municipal court.	$5.00

OFFENSES AND NUISANCES

SEC Reference	Last updated	Description	Amount of fee
A8.05.091	1995 Code	**ABANDONED AND JUNKED VEHICLES**	
		Fee to accompany report of garage keeper to police department	$5.00

SUBDIVISIONS

SEC Reference	Last updated	Description	Amount of fee
A10.03.002	Ord. No. 2017-23 9/26/2017	**SUBDIVISION ORDINANCE - FILING FEES AND CHARGES**	
		Preliminary Plat	~~$1,025.00, plus $25.00 per lot, and $25.00 per acre of right-of-way, $1,200.00 minimum~~$1700 + $125 per acre
		Administration fee (per application)	5% of application fee
		Completeness Check	$250
		Final Plat	~~$825.00, plus $20.00 per lot and $20.00 per acre of right-of-way~~$1,275 + $125 per acre
		~~Construction Plan Review~~	~~0.5% of total cost of improvements, $1,000.00 minimum*~~
		~~Construction Plan Inspection~~	~~2.5% of total cost of improvement, $2,500.00 minimum*~~
		Amended/Administrative Plat	~~$525.00 per plat~~$1,275 + $125 per acre
		Replats/Vacation	~~$700.00 per plat~~$1,275 + $25 per acre

		Public Improvement Plan Review	$5,000 minimum + all professional fees*
		Public Improvement Inspections	3.5% of total cost of improvement, $2,500 minimum
		Public Improvement Plan Agreement Review	$3,000 + all professional fees*
		Conceptual Drainage Plan Review	$1,200
		Preliminary Drainage Plan review	$2,300
		Final Drainage Plan Review	$1,500
		Infrastructure Plan Review	$1,900
		Technology Fee (per application)	$~~25.00~~6.00
		Site Development	
		Site Development Plan Review	$1700 + $125 per acre
		Site Development Plan Revision	$500
		Site Development Inspection	$200
		Final Drainage Plan Review	$1,500
		Misc. Administrative Plan Review	$500
		~~**Site Development Plan:**~~	
		~~Less than or equal to ½ acre~~	~~$500.00~~
		~~Greater than ½ acre~~	~~$1,000.00, plus $200.00 per acre over 1 acre~~
		~~Site Development Plan Revision~~	~~$225.00, plus $0.05 per square foot of impervious cover~~

		~~Site Development Inspection Fee~~	~~$200.00, plus $0.02 per square foot of impervious cover (excluding buildings)~~
		Subdivision Variances	~~$500.00 per request~~$1,000
		Plat Recordation with the County	$150 + fees charged by the County
		Legal Lot of Record Determination, Zoning Determination Letter	$50.00
SEC Reference	Last updated	Description	Amount of fee
		Development/License -Agreement	~~$2,000.00~~$3,000, plus professional fees***
		~~Public Hearing~~Meeting Re-notification	~~$200.00~~$500, if required by applicant action
		Land Disturbance Permit	$200.00
		~~License Agreement, Easement~~License to Encroach, Easement/ROW	~~$200.00~~$500, plus professional fees***
		Traffic Impact Analysis Review	$5250~~0~~.00, plus professional fees***
		Right-of-way Vacation	~~$500.00~~$1,700
		Easement Vacation	~~$300.00~~$1,700
		Parkland Dedication:	
		Less than 4 dwelling units per building	$500 per Unit
		4 or more dwelling units per building	$400 per Unit
		GIS Mapping Fees:	

		Map Printing ~~Fee:~~	$6.67 per square foot + $50 an hour
		Custom Map ~~Fee:~~	~~$100.00~~$250 per hour
		Improvement Plan Digitizing**	~~$150.00~~ $250 per hour May be waived if digital plans provided per City specifications
		* Based on certified cost estimate provided by engineer of record and approved by the City	
		** Charged on projects requiring public infrastructure improvements. Fee may be waived if information provided per City specifications.	

UTILITIES

SEC Reference	Last updated	Description	Amount of fee
A13.04.010	Ord. No. 2005-44 11/22/05	**On-Site Sewage Facilities Permit Fees**	
		Standard System	$250
		Designed System	$400
		Modification to Standard Permit	$100
		Modification to Designed Permit	$100
		Adjustment from Standard to Design	$100
		Holding Tank	$200
		Septic Tank Replacement	$125
		Reinspection (Failed installation Inspection)	$125
		Maintenance Contract Renewal	$25

A13.05.005	1995 Code	**Creation of Water Districts**	
		Filing Fee for application to create Water Control District or Municipal Utility District	$10,000
A13.08.015	Ord. No. 2018-21 9/25/2018	**Solid Waste**	
		Residential Service monthly charge	~~$16.05~~$16.85
		Residential Additional Cart monthly charge	~~$5.25~~$5.51
		Residential Additional Recycling Cart monthly charge	~~$2.10~~$2.20

Progressive Waste Solutions directly invoices Commercial Customers for the following Services:

Commercial Solid Waste Dumpster Services

Container Size	Weekly Collection Frequency [1]						Extra Pickups [1]
	1	2	3	4	5	6	
96-Gallon Cart	~~$24.21~~ $25.42			N/A	N/A	N/A	
2 CY Dumpster	~~$69.95~~	~~$190.67~~	~~$234.76~~	~~$249.51~~	~~$286.93~~	~~$301.28~~	~~$65.10~~

	$73.45	$200.20	$246.50	$261.99	$301.28	$316.34	$68.35
3 CY Dumpster	~~$76.12~~ $79.93	~~$141.10~~ $148.15	~~$223.40~~ $234.57	~~$297.59~~ $312.47	~~$371.74~~ $390.33	~~$395.89~~ $415.68	~~$70.35~~ $73.87
4 CY Dumpster	~~$104.64~~ $109.87	~~$152.53~~ $160.16	~~$244.03~~ $256.23	~~$324.96~~ $341.21	~~$406.18~~ $426.49	~~$497.38~~ $522.25	~~$73.50~~ $77.17
6 CY Dumpster	~~$114.64~~ $120.37	~~$187.42~~ $196.79	~~$316.71~~ $332.55	~~$397.90~~ $417.79	~~$497.37~~ $522.24	~~$596.84~~ $626.68	~~$87.15~~ $91.51
8 CY Dumpster	~~$130.78~~ $137.32	~~$226.82~~ $238.16	~~$339.23~~ $356.19	~~$441.49~~ $463.56	~~$551.86~~ $579.45	~~$662.22~~ $695.33	~~$99.75~~ $104.74
10 CY Dumpster	~~$139.32~~ $146.29	~~$229.96~~ $241.46	~~$359.98~~ $377.98	~~$480.80~~ $504.84	~~$601.00~~ $631.05	~~$721.20~~ $757.26	~~$111.30~~ $116.86

Commercial Recycling Dumpster Services (Non-Exclusive)

Container Size	Weekly Collection Frequency						Extra Pickups
	1	2	3	4	5	6	
96-Gallon Cart	~~$19.17~~ $20.13			N/A	N/A	N/A	
2 CY Dumpster	~~$62.95~~ $66.10	~~$171.60~~ $180.18	~~$210.85~~ $221.39	~~$224.55~~ $235.78	~~$258.25~~ $271.16	~~$271.15~~ $284.71	~~$65.10~~ $68.35

3 CY Dumpster	~~$68.51~~ $71.94	~~$126.98~~ $133.33	~~$205.26~~ $215.52	~~$255.18~~ $267.94	~~$342.11~~ $359.22	~~$410.53~~ $431.06	~~$70.35~~ $73.87
4 CY Dumpster	~~$82.48~~ $86.60	~~$148.55~~ $155.98	~~$222.83~~ $233.97	~~$297.11~~ $311.97	~~$371.38~~ $389.95	~~$445.65~~ $467.93	~~$73.50~~ $77.17
6 CY Dumpster	~~$85.98~~ $90.28	~~$140.56~~ $147.59	~~$237.54~~ $249.42	~~$298.43~~ $313.35	~~$373.02~~ $391.67	~~$447.64~~ $470.02	~~$87.15~~ $104.74
8 CY Dumpster	~~$91.55~~ $96.13	~~$158.77~~ $166.71	~~$237.46~~ $249.33	~~$309.04~~ $324.49	~~$386.30~~ $405.61	~~$463.55~~ $486.73	~~$99.75~~ $104.74
10 CY Dumpster	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	~~$111.30~~ $116.86

Additional Fee Commercial Services

Description of Service	Fee
Lock	~~$11.55~~$12.13 per month
Set of casters	~~$21.00~~$22.05 per month
Opening and closing of enclosures	No Charge
Excessive maintenance	$~~105.00~~$110.25 per swap more than 1× per year

Temporary Refuse Roll-off Services (Maximum allowable fee)

Roll-off Type and Size	Container Rental Fee [2] (Per Day)	Initial Delivery Fee One-time)	Collection Fee (Per Pull)	Disposal Fee [3] (Per Ton)	Processing Fee [4] (Per Ton)
10 CY Roll-off [1]	~~$4.99~~ $5.24	~~$136.22~~ $143.03	~~$327.94~~ $344.24	~~$24.39~~ $25.61	$0.00
15 CY Roll-off [1]	~~$4.99~~ $5.24	~~$136.22~~ $143.03	~~$327.94~~ $344.24	~~$24.39~~ $25.61	$0.00
20 CY Roll-off	~~$4.99~~ $5.24	~~$136.22~~ $143.03	~~$327.94~~ $344.24	~~$24.39~~ $25.61	$0.00
30 CY Roll-off	~~$4.99~~ $5.24	~~$136.22~~ $143.03	~~$327.94~~ $344.24	~~$24.39~~ $25.61	$0.00
40 CY Roll-off	~~$4.99~~ $5.24	~~$136.22~~ $143.03	~~$327.94~~ $344.24	~~$24.39~~ $25.61	$0.00

*Could be subject to fees associated with contamination of materials.

Permanent Refuse Roll-off Services (Maximum Allowable Fees)

Roll-off Type and Size	Container Rental Fee (Per Month)	Compactor Rental Fee [1] (Per Month)	Collection Fee (Per Pull)	Disposal Fee [2] (Per Ton)	Processing Fee [3] (Per Ton)
10 CY Roll-off	~~$105.00~~ $110.25	N/A	~~$327.94~~ $344.34	~~$24.39~~ $25.61	$0.00

15 CY Roll-off	~~$105.00~~ $110.25	N/A	~~$327.94~~ $344.34	~~$24.39~~ $25.61	$0.00
20 CY Roll-off	~~$105.00~~ $110.25	N/A	~~$327.94~~ $344.34	~~$24.39~~ $25.61	$0.00
30 CY Roll-off	~~$105.00~~ $110.25	N/A	~~$327.94~~ $344.34	~~$24.39~~ $25.61	$0.00
40 CY Roll-off	~~$105.00~~ $110.25	N/A	~~$327.94~~ $344.34	~~$24.39~~ $25.61	$0.00
25 CY Roll-off Compactor	N/A	~~$315.00~~ $330.75	~~$327.94~~ $344.34	~~$24.39~~ $25.61	$0.00
30 CY Roll-off Compactor	N/A	~~$341.25~~ $358.31	~~$327.94~~ $344.34	~~$24.39~~ $25.61	$0.00
40 CY Roll-off Compactor	~~$131.25~~ $137.81	~~$367.50~~ $385.87	~~$327.94~~ $344.34	~~$24.39~~ $25.61	$0.00

[1] Does not apply if the customer owns the compactor unit.
[2] Based on actual tonnage hauled to the disposal location. Tonnage must be reported to the customer as part of the customer billing.
[3] Recycling services are provided on a non-exclusive basis. Processing fee is based on actual tonnage hauled to the processing location. Tonnage must be reported to the customer as part of the customer billing.

- Container Rental fee only applies if the customer has less than a minimum of 2 pulls per month.
- Processing Fee may be subject to charges relating to contamination.

SEC Reference	Last updated	Description	Amount of fee
A13.09		**UTILITY FEES AND DEPOSITS**	

A13.09.003	Ord. No. 2015-16 9/22/15	Return Trip – Failure to have presence of responsible person for connection	$25
A13.09.004	Ord. No. 2015-16 9/22/15	Credit Check	Actual Cost
A13.09.005	Ord. No. 2015-16 9/22/15	Residential Electric Deposit	$200
		Residential Water Deposit	$75
		Commercial Deposit	Equivalent of twelve (12) months average times two (2), plus fifteen (15)%
		Temporary Deposit follows same rules for Residential and commercial above	

SEC Reference	Last updated	Description	Amount of fee
		Temporary Services – nonrefundable fee	$50
		Solid Waste Deposit	$50
A13.09.006	Ord. No. 2015-16 9/22/15	Deferred Payment Plan – Administration Fee	$25
A13.09.007	Ord. No. 2015-16 9/22/15	New Application Fee	$50
		Disconnect Fee	$50
		Reconnect Fee	$50
		After Hours Reconnect Fee	$75
		Trip Fee – Investigation during regular business hours	$50
		Trip Fee – Investigation after hours	$100
		Miscellaneous Service Fee	$50
		Meter Re-reading Fee	$25
		Meter Inaccessible Fee	$25
		Transfer of Service Fee (per account)	$20
		Returned Check Fee	Actual cost to the City
		Meter Testing Fee – unless City initiated	Actual cost plus $25 fee
		Tampering with City Meter Charge – Actual costs could include cost of actual amounts of service	Minimum $500 or actual damages or both

		used without City authorization, and cost associated with investigating the tampering claim.	
A13.11.001	Ord. No. 2015-05 3/24/15	Reclaimed Water for Irrigation – per 1,000 gallons	$5 Minimum $5
A13.11.002	Ord. No. 2015-05 3/24/15	Reclaimed Water – Cost related to permitting, inspecting and application	
		Application Fee	$150
		Resubmission/application review Fee	$50
		Volume Charges per 1,000 gallons	$5
		Engineering and other Professional Services	Actual Costs
		Security Deposit	$500

ZONING

SEC Reference	Last updated	Description	Amount of fee
A14.01		**ZONING – GENERAL PROVISIONS**	
A14.01.001	Ord. No. 2017-23 9/26/17	~~Fees associated with review of Zoning Change and Conditional Use permit application~~	
		~~Less than or equal to 30 acres~~	~~$750~~
		~~Greater than 30 acres~~	~~$900~~
		Administration fee (per application)	5% of application fee
		Completeness Check	$250
		Standard Zoning	$3,000
		Planned Development Zoning	~~$2,000, plus $200 per acre~~ ~~$5,000 Max.~~ $9,000 + $200 per acre (rounded up)
		Conditional Use Permit (CUP)	~~$350~~$2,500
		Zoning Variance	$3,500
		Appeal of Administrative Decision	$500

		Zoning Text Amendment	$250.00
		Comprehensive Plan Amendment	$250.00
		Technology Fee (per application)	$~~256~~
		Development, License, Agreement	$3,000 + professional fees*
		Consent agreements for MUD, PID, SUD, WCID, etc.	$25,000 + Professional fees*
		Zoning Verification Letter	$250
		Meeting Re-notification	$500, if required by applicant action
		Certificate of Appropriateness	$50
		Certificate of Appropriateness - Demolition or Relocation	$100
A14.01.002	Ord. No. 2017-23 9/26/17	Fees for review of variance request or appeal for site plan	$350 per request

CEMETERIES

SEC Reference	Last updated	Description	Amount of fee
A15.01		**FAIRVIEW CEMETERY**	
A15.01.012	Ord. No. 2015-13 9/8/15	Cost of one (1) plot – Resident of the City of Bastrop	$1,000
		Cost of one (1) plot – Non-Resident of the City of Bastrop	$1,500
		100% of the fee is deposited into the Operating fund	
		Recording Fee	$30
		Permit Fee	$25

STAFF REPORT

MEETING DATE: September 24, 2019 **AGENDA ITEM**: 9K

TITLE:
Consider action to approve Visit Bastrop's 2020 Business Plan and FY20 Budget.

STAFF REPRESENTATIVE:
Susan Smith, President/CEO of Visit Bastrop, DMO
James K. Altgelt, Assistant City Manager of Public Safety & Community Support

BACKGROUND/HISTORY:
Per the contractual agreement with Visit Bastrop, City Council must approve Visit Bastrop's Annual Business Plan and budget.

POLICY EXPLANATION:
On September 12th, 2017, the City Council passed Resolution Number R-2017-74 which approved a Destination and Marketing Services Agreement between the City of Bastrop and Visit Bastrop. Pursuant to Section 2.3(A) of this agreement, Visit Bastrop shall prepare a business plan and include a proposed budget that indicates in appropriate detail how the funding provided by the City for the fiscal year will be expended.

FUNDING SOURCE:
Visit Bastrop receives approximately $1.1 million dollars in Hotel Occupancy Tax annually from the City of Bastrop to provide destination marketing services and serve as the brand advocate for our community.

ATTACHMENTS:
- Visit Bastrop's FY 20 Business Plan
- Visit Bastrop's FY 20 Budget



VISIT BASTROP FY 2019 - 2020 BUSINESS PLAN

VISIT BASTROP - WHAT DRIVES US

Mission

The mission of Visit Bastrop is to stimulate the economic growth of the city by marketing the Bastrop *region as a vibrant visitor destination including conventions, meetings, outdoor recreation and special* events.

Vision

To be recognized and respected as a leading destination marketing organization and to achieve economic vitality for our destination with success through integrity, enthusiasm, and creative involvement for the promotion of Bastrop as a great Texas small town destination.

Visit Bastrop will continue to be the leading destination authority and resource to support the City of Bastrop and the community of people who make it work every day.

VISIT BASTROP

The 2019-2020 business plan marks the second year of the three-year strategy Visit Bastrop is currently developing ad builds off the success of 2018 – 2019.

The board-identified successes do not deviate from the primary objectives of the strategy which are identified as core strategies, metrics and objectives.

CORE - OBJECTIVES - 2019/2020

- Visit Bastrop serves as an economic engine for the City of Bastrop.
- Visit Bastrop delivers performance of economic development benefits in fulfilling its core mission.
- Visit Bastrop provides marketing, management and operational excellence through its financial oversight, market research and market planning, business execution and evaluation steps.
- Visit Bastrop is the recognized leader in the community for effective tourism development.

CORE - OBJECTIVES - 2019/2020, CONTINUED.

- Increase visibility of Bastrop among travelers. (leisure and business)
- Establish Bastrop as the preferred location for leisure, meetings or events and business travel.
- Increase and incite travel to Bastrop.
- Increase visitor spending in target markets.
- Increase demand in Bastrop for twelve target market sectors: Arts, Nightlife/Entertainment, Restaurants, Venues/Weddings, Outdoor/Recreation, Retail, Film, Hyatt Lost Pines, History, Sports, Meetings/Events, Tour Operators and Hotel/Lodging, as well as other events and activities that positively affect the economic impact of the local tourism industry.

CORE - MARKETING/PUBLIC RELATIONS: PLANS & METHODOLOGY - *Brand Strategy*

- Voice & Tone: Established, Hospitable, Sincere, Charming, Lively, Confident
- Brand Values: Authenticity, Inclusivity, Camaraderie, Tradition, Family, Service
- Brand Pillars:
  - Main Street Heritage
  - Community Anecdotes
  - Hospitable Charm
  - Spirited Adventures
- Brand Positioning: From spirited adventures to historic Main Street charm, our unique experiences blend to create unforgettable stories.
- Brand Promise: We promise to treat our visitors like family, providing them with unique opportunities to create a lifetime of one-of-a-kind experiences.

CORE - MARKETING/PUBLIC RELATIONS: PLANS & METHODOLOGY - *Creative Strategy*

During FY 2019 - 2020, marketing efforts will be centered around a robust "Welcome To It All" campaign, with messaging and imagery tailored to invite the target audiences to always feel invited and welcome. Bastrop will be positioned as a top location for both leisure and business travel by educating potential visitors and meeting planners to all the unique amenities and experiences available to incite action and change existing perceptions. Messages will be communicated through an array of marketing channels and tactics, including, but not limited to, Public Relations and Content Marketing, Influencer Partnerships, Social Media, Outdoor, Print, Digital Paid Advertising, Meeting Planner Collateral, Trade Show Attendance/Outreach, and more.

CORE - MARKETING/PUBLIC RELATIONS: PLANS AND METHODOLOGY, CONTINUED.

Campaign Concept:

Welcome To It All Welcome to Bastrop, Texas—an original Texas town with a fresh approach to life. A genuine destination where all-inclusive means everyone's invited. The moment you cross our iconic Old Iron Bridge and step foot on our charming downtown streets, you'll feel welcomed—welcome to it all. It all starts with a stroll down Main Street, followed by an epic outdoor adventure, then mix in some live music and top it off with a mouthwatering meal. And that's just half of it. We welcome you to make yourself at home, create your next story and enjoy our special brand of Texas hospitality.

CORE - MARKETING/PUBLIC RELATIONS: PLANS AND METHODOLOGY, CONTINUED.

Campaign Messaging

Welcome To It All is aimed to showcase the environment of Bastrop, lending itself to creating diverse and customizable experiences. Bastrop offers a variety of immersive and authentic experiences that appeal to the modern experiential traveler. Travelers from across the country are in search of experiences that are unique and authentic. From recharging in nature, to learning about Bastrop's culture, to seeking an adventure of a lifetime, “Welcome To It All” will help drive awareness to the local experiences that Bastrop offers.

CORE - MARKETING/PUBLIC RELATIONS: PLANS AND METHODOLOGY, CONTINUED.

Target Audiences

Looking at visitors and travelers interested in Bastrop, going after the right audience will be key for the campaign. Each targeted audience will have a part of Bastrop that they will be able to identify with and make it their own story. We want to engage travelers as well as meeting and event planners more, encourage immersive travel and tie back to "Welcome To It All".

CORE - BUSINESS ASSOCIATIONS

- Destination International (DI)
- Texas Travel Industry Association (TTIA)
- Texas Association of Convention Bureaus (TACVB)
- Bastrop Chamber of Commerce
- American Bus Association (ABA)
- National Tour Association (NTA)
- Faith Travel Association (FTA)
- Texas Hotel and Lodging Association (THLA)
- South Central Motor Coach Association (SCMCA)
- Meeting Planners International (MPI)
- The Center for Association Leadership (ASAE)
- CVENT
- Helms Briscoe

CORE - DESTINATION MARKETING ACCREDITATION PROGRAM (DMAP)

Eligibility

- Destination organization or CVB* is a legal organization or entity
- Destination marketing is the primary function of the destination organization or CVB
- The destination organization or CVB has *two or more years of destination marketing expertise*
- The destination organization or CVB is the official governing entity authorized to provide destination marketing services for the jurisdiction
- The destination organization or CVB agrees to abide by the DMAP Code of Conduct

CORE - DESTINATION MARKETING ACCREDITATION PROGRAM (DMAP)

Since the inception of Visit Bastrop, standards have been put in place with accreditation in mind. Fiscal year 2018 – 2019, we continued to work within these standards.

We have been approved to begin the DMAP and have begun work towards this completion.

CORE - COMMUNITY RELATIONS

Beyond annual DMO goals, objectives and strategies to increase visitor and convention business for the City of Bastrop, Visit Bastrop also joins the interests of the city/town/county governments, trade and civic associations and other local stakeholders in achieving overall tourism-related economic impact.

- Collaborate with local economic development allies to build consistent messaging and synergy between traditional economic development strategies and Visit Bastrop's tourism-related economic development strategies, e.g., destination brand, new developments and joint public affairs.

CORE - COMMUNITY RELATIONS

- Improve resident sentiment and government support around a shared vision for the future to accelerate important destination development initiatives and improve hospitality culture. The value of the visitor economy and the role of the destination organization must be better understood and appreciated.

- Continue to include local community and key stakeholders in strategic planning, destination management and equitable economic impact.

- Collaborate more strategically with local organizations and residents to develop more community-driven visitor experiences

CORE - MARKET PLANS

Tour Operators	Arts
Film	History
Hotel/Lodging	Nightlife/Entertainment
Outdoor/Recreation	Restaurants/Dining
Retail	Sports
Venues/Weddings	Hyatt Regency Lost Pines

CORE - PERFORMANCE INDICATORS

- # PR Pitches - Reach
- # Social Media – Reach and Engagement
- Website – Click thru's
- Number of events
- Search Engine Marketing
- Newsletters – Call to action
- Trade Show leads
- Repeat Business
- Conversion Rates

2019 - 2020 - STRATEGIES

- Travel and tourism are shifting from a product-centric approach to a customer-centric approach. We will develop ways to connect with customers through all stages of their experience, from awareness to interest to booking to visiting to post-visit.

- Build the tourism pipeline – Ensure consistent destination marketing and sales efforts through integrated marketing strategies

- Always 'ON' marketing

- Expand the organization's role in destination development including planning and design of future tourism generators, community amenities and infrastructure.

BUDGET

Visit Bastrop continues to scrutinize all programs and pay careful attention to those that do not directly impact Hotel Occupancy Tax (HOT) occupancy. Our fiscal controls are carefully monitored by the Financial Committee, a subset of the Board of Directors and CFO by Design to ensure resources are invested carefully and efficiently. To allow for adjustments to changing market conditions, select marketing plan objectives and/or tactics may change throughout the year.

REVENUE ENHANCEMENTS

- Electric Vehicle Charging Stations
- Marketing Collateral – Meeting Planner Guides, Visitor Guides
- Cooperative Advertising
- Promotions
- Retail Store
- Web Site Advertising
- Cooperative Marketing

Visit Bastrop FY 19/20 Budget	19/20 Budget Total
Board Approved Reserves	150,000
Cooperative Advertising	35,000
HOT Special Event Funding	75,000
City Contract	1,158,042
Total Income	1,418,042
Client Development	46,700
Dues, Memberships, Subscriptions	30,286
Sponsorships -- City HOT Special Fund	75,000
Information Technology	3,968
Local Meetings/Transportation	15,050
Marketing	
Advertising	535,000
Marketing Contingent	50,000
Visitor Guide/Meeting Planner Guide	10,000
Total Sales/Marketing	595,000
Office Expenses	32,154
Operational Costs	114,801
Personnel Costs	474,989
Tradeshows/Conferences	30,095
Total Expenses	1,418,042
Net Change in Assets	(0)

STAFF REPORT

MEETING DATE: September 24, 2019 **AGENDA ITEM**: 9L

TITLE:
Consider action to approve Resolution No. R-2019-97 of the City Council of the City of Bastrop, Texas to accept the Cultural Arts Master Plan, as attached in Exhibit A; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:
Ed Skarnulis, Chairman, Bastrop Arts in Public Places Board
James K. Altgelt, Assistant City Manager of Public Safety & Community Support

BACKGROUND/HISTORY:
On December 6, 2017, a Joint Workshop was held between the City Council and the Bastrop Art in Public Places (BAIPP). After discussion, the City Council affirmed that BAIPP was the appropriate board to oversee the development of a Cultural Arts Master Plan (CAMP).

On January 3, 2018, BAIPP reviewed the Request for Proposal (RFP) seeking the services of a consultant team that would develop a plan to leverage existing assets, to help focus future funding for cultural arts, and to increase Bastrop's appeal as a tourist destination. BAIPP, through a Master Plan Committee, would review and evaluate all the submitted proposals and select a recommendation for the City Council. The Master Plan Committee would be comprised of representatives from the following community partners: BAIPP, Bastrop Opera House, School District Performing Arts, Film, Music, Historical Society Board, Lost Pines Arts Center Board, Arts at Large, Culinary, Parks Board, Main Street Board, Visit Bastrop, and Ms. Sarah O'Brien as the City Staff Liaison.

On January 9, 2018, City Council approved the RFP and proper notice was submitted for publication.

The Master Plan Committee was subsequently comprised of Mr. Ed Skarnulis (BAIPP), Ms. Terry Moore (Bastrop Opera House), Mr. Chico Portillo (School District Performing Arts), Ms. Debbie Moore (Film), Ms. Brenda Bush (Music), Mr. Dan Hays-Clark (Historical Society Board), Mr. Mark Rose (Lost Pines Arts Center Board), Ms. Karen Sterling (Arts at Large), Ms. Barbara Wolanski (Parks Board), Mr. Dick Smith (Main Street Board), Ms. Susan Smith (Visit Bastrop), and Ms. Sarah O'Brien (City Staff Liaison). The Master Plan Committee reviewed all the RFPs that were submitted and conducted in-person interviews with the respondents. After careful deliberation, the Master Plan Committee recommended that GO Collaborative be awarded the contract to develop the CAMP.

On March 13, 2018, the City Council approved Resolution R-2018-17 authorizing the contract between the City of Bastrop and Go Collaborative to develop the CAMP at a cost not to exceed eighty thousand dollars and 00/100 ($80,000).

After being awarded the contract, Go Collaborative requested a task force be created for the duration of the project to oversee the overall planning process and to assist with providing feedback and ideas as the various planning processes were mapped out.

On April 24, 2018, the City Council approved a motion creating the Cultural Arts Master Plan Task Force as requested by Go Collaborative. City Council appointed Mr. Skarnulis (BAIPP), Ms. Moore (Bastrop Opera House), Ms. Moore (Film), Ms. Bush (Music), Mr. Hays-Clark (Historical Society Board), Mr. Rose (Lost Pines Arts Center Board), Ms. Sterling (Arts at Large), Ms. Barbara Wolanski (Parks Board), Ms. O'Brien (City Staff Liaison), and Mr. Colin Guerra (City Staff Liaison) as the Cultural Arts Master Plan Task Force.

From May 2018 through September 2019, the creation of the CAMP took place. Ms. Lynn Osgood (Go Collaborative) conducted various forms of public engagement, interviews with stakeholders, and research. Ms. Osgood also crafted several drafts of the CAMP to ensure the CAMP was accurate and complete.

On Monday, August 26, 2019, Ms. Osgood presented her final version of the CAMP to BAIPP during a Special Meeting.

On September 4, 2019, BAIPP conducted its regularly scheduled monthly meeting. The final version of the CAMP was discussed, and the board unanimously voted for Chairman Ed Skarnulis to make the following statement during his presentation to the Bastrop City Council on September 10, 2019:

> *"The Cultural Arts Master Plan meets the requirement of the RFQ that was submitted. The BAIPP unanimously endorses this Cultural Arts Master Plan as a way forward to develop the cultural arts in Bastrop. The plan uses a broad brush to guide the vision and coordination of the arts and potential operational way forward with many options for the City Council to utilize this living document and make choices that are appropriate for our City. The BAIPP stands eager to assist with implementation."*

On September 10, 2019, Chairman Skarnulis discussed the CAMP with City Council during a workshop session. Staff was instructed to place the CAMP on the Individual Consent Agenda for the September 24, 2019 City Council Meeting.

FUNDING SOURCE:
The CAMP was funded using Hotel Occupancy Funds (HOT).

RECOMMENDATION:
Consider action to approve Resolution No. R-2019-97 of the City Council of the City of Bastrop, Texas accepting the Cultural Arts Master Plan, as attached in Exhibit A; providing for a repealing clause; and establishing an effective date.

ATTACHMENT:
- Cultural Arts Master Plan
- Resolution No. R-2019-97

RESOLUTION NO. R-2019-97

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS TO ACCEPT THE CULTURAL ARTS MASTER PLAN; AS ATTACHED IN EXHIBIT A; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Bastrop was designated by the Texas Commission on the Arts as a Cultural Arts District in 2012; and

WHEREAS, Bastrop, through the Bastrop Art in Public Places, has been instrumental in creating a public art scene that has been mimicked across the country; and

WHEREAS, Bastrop Comprehensive Plan 2036, adopted November 22, 2016, established the need to create a long-term strategy for placement of visual and performing arts; and

WHEREAS, Bastrop Comprehensive Plan 2036 also states "develop a Bastrop Art in Public Places Master Plan for the community; and

WHEREAS, Bastrop Comprehensive Plan 2036 states align land-use policy and practices to make certain space is available for arts and tourism; and

WHEREAS, the need to develop a Cultural Arts Master Plan was identified in the FY 18 Work Plan; and

WHEREAS, the need to develop a Cultural Arts Master Plan was also identified during the joint workshop between City Council and Bastrop Art in Public Places in December 2017; and

WHEREAS, the City of Bastrop entered into a contract with GO Collaborative to develop the Cultural Arts Master Plan, which consisted of organizing and implementing a public participation program, asset inventory and mapping, collecting and analyzing accumulated data and historically relevant information, identifying trends and developments, and producing the final report with proposed recommendations; and

WHEREAS, GO Collaborative provided their final version of the Cultural Arts Master Plan to the Bastrop Arts in Public Places Board; and

WHEREAS, The Bastrop Arts in Public Places Board unanimously endorsed the Cultural Arts Master Plan as a way forward to develop cultural arts in Bastrop.

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

Section 1: That the City Council hereby accepts the Cultural Arts Master Plan prepared by GO Collaborative. 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, and it is so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 24th day of September 2019.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

City of Bastrop

CULTURAL ARTS MASTER PLAN

September 2019

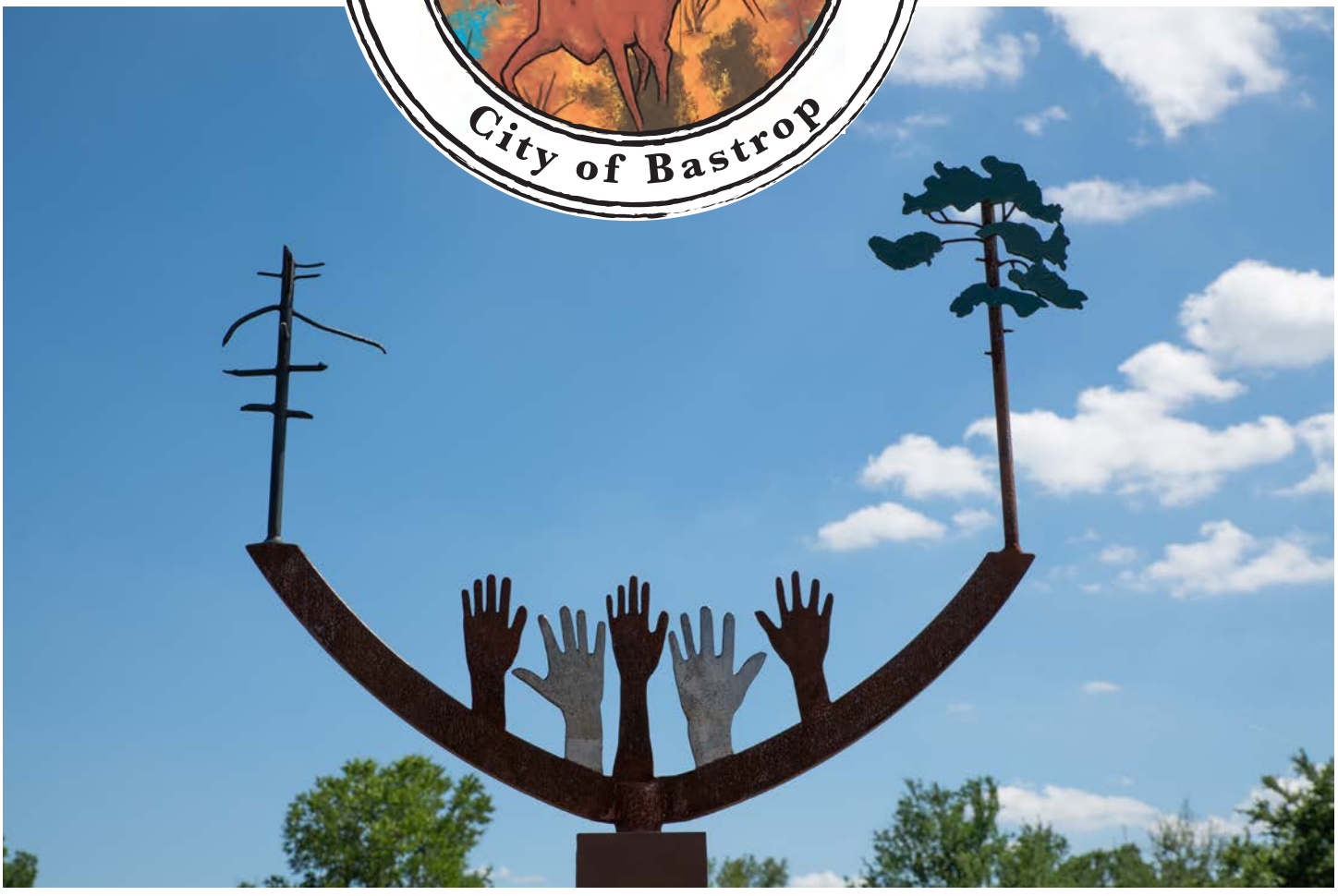


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Planning Context

Why a Focus on Arts & Culture?

The City of Bastrop has a story to tell about its Arts and Culture sector - it is a story of **resiliency, community, and creative production**. From its early frontier history of families along the Colorado River, to the establishment of Mexican-American communities to help grow the lignite mining-industry, to the Civilian Conservation Corps production of pine-wood furniture, Bastrop's story has always woven together culture, place, and the natural environment.

Today this story of resiliency, community, and creative production is one you see in efforts to grow the Lost Pines Arts Center after the devastating fires in 2011 and 2015, in the long-standing community-based efforts to grow the Bastrop Opera House, and in deep-rooted creative entrepreneurs like Clint Howard and the Deep in the Heart Art Foundry.

Bastrop's story lays the foundation for the City's Cultural Arts Master Plan. With this foundation, the planning process began with a clear sense of both the local and national reasons for developing the plan.

Local. Locally, the City of Bastrop recognized the need to create a long-term strategy for visual and performing arts within the City in its Comprehensive Plan, which was adopted November 2016. This goal pulled from an in-depth understanding that the vibrant and authentic nature of the Bastrop community is a vital resource that needs to be tended to like other essential city functions.

Within this larger goal is the City's central objective to position itself as a regional tourism destination. With its ever-increasing list of attractions, events, and exhibition spaces, along with its investments in Visit Bastrop, the City is developing a 'critical mass' of tourism assets designed to solidify its community brand.

National. Parallel to these growing local needs, the national conversation about arts and culture has grown dramatically over the past decade. Arts and culture have always been an essential part of what it means to be human. Through image, stories, dance and other forms of expression, we become inspired, delighted and connected to each other as a community. Until recently the arts were viewed as enhancements or special extras within our daily lives. However, that understanding is now shifting on multiple fronts. Scientific research has shown the arts stimulate a child's brain development; we see new and increased funding for cross-sector partnerships to develop vibrant urban areas; and there has been a fundamental shift in business toward creativity and innovation. As a result, we see arts and culture taking a critical role in guiding how we develop as cities, communities and individuals.

Today, within the United States, we know that[1]:

Arts unify communities. 67 percent of Americans believe "the arts unify our communities regardless of age, race and ethnicity."

Arts improve academic performance. The arts contribute to lower dropout rates.

Arts strengthen the economy. In the United States today, the arts and culture sector is a $730 billion industry representing 4.2 percent of the nation's GDP - a larger share of the economy than transportation, tourism and agriculture.

Arts are good for local businesses. Attendees at nonprofit arts events spend $24.60 per person, per event, beyond the cost of admission on items such as meals, parking and babysitters.

Arts drive tourism. Arts travelers stay longer and spend more to seek out authentic cultural experiences.

Arts spark creativity and innovation. Creativity is among the top five applied skills sought by business leaders - with 72 percent saying creativity is of high importance when hiring.

Arts improve healthcare. Nearly one-half of the nation's healthcare institutions provide arts programming for patients, families and even staff. More than two-thirds believe these programs provide healing benefits to patients - shorter hospital stays, better pain management and less medication.

Arts foster healing in the military. The arts are part of the military continuum—promoting readiness during pre-deployment as well as aiding in the successful reintegration and adjustment of veterans and military families into community life.

During conversations with local stakeholders, many said this is the time for arts and culture in the City of Bastrop. Given the opportunities, needs and political will, aligning arts and culture-based strategies with other community priorities just makes sense.

[1]Ten Reasons to Support the Arts. Randy Cohen, 2017. The Americans for the Arts, https://www.americansforthearts.org/by-program/reports- and-data/legislation- policy/naappd/ten-reasons- to- support-the- arts-2017



Yarn bomb at Fisherman's Park

Defining Terms and Concepts

Planning for the arts and cultural sector of our cities can be tricky, because the field is shifting dramatically, and even the terms themselves have many meanings. For that reason, we have used a broad understanding of these terms during the formulation of the Cultural Arts Master Plan.

Traditionally, the arts have conjured images of companies and institutions – the ballet, the opera, the symphony, theaters, art galleries and museums. Today, the arts mean much more. With greater access to both new and traditional media, inspired entrepreneurship and venture capital, downtown revitalization and the fusion of culture and cuisine, the arts can be more immediate. They are as likely to be in the form of crafts, community art, digital media or food as in painting, fim, sculpture, dance, theater and music.

This plan takes a broad view of arts and culture and recognizes that the diversity of media and modes of expression is a strength of the arts sector and deserving of support.

Like the term art, culture refers to the way in which a group of people express their ideas, values and hopes. At its core culture embodies all the activities that we do as a community and help to form our knowledge of and attachment to the places in which we live. Captured in architecture, histories and the shared events that bring people together, a community's culture is its unique stamp upon the world. Art and culture are how we express ourselves as individuals and how we engage each other as a community.

[For a list of specific terms see the Appendix.]

Cultural Arts Master Plan Goals

Bastrop has arts and culture written into its DNA, and the City takes great pride in knowing the quality of local talent greatly out-scales its size.

The goal of the Cultural Arts Master Plan is to harness the ideas and energy of local-residents and combine them with national best practices.

The result is a vision for the City of Bastrop that can support the development of authentic environments and vibrant experiences for everyone. It is also a roadmap that can help the City grow and develop the City's vision in partnership with local artists and arts and culture organizations and strategically align resources, goals and actions among the City, community partners, and the creative community.

Planning for arts and culture is a bit different than planning for other municipal departments. While this plan pulls from multiple disciplines, from the arts and business administration, to marketing and education, it arrives at a different type of plan. This plan is not so much about physical things, like roads, parks or utility lines, as it is about people, and how we experience culture in our community.

With that in mind, this plan presents many aspects that are essential in arts and culture planning. You will find:

- What arts and culture looks like in the nation and how it applies to the community.
- The many stages of input and feedback from the community that led to crafting this plan.
- Outcomes prompted by listening to the community, leading to the following:
- Four strategies organized into specific goals and actions which are necessary to realize the vision of the plan. (creative economy, cultural inclusion, creative placemaking, place competitiveness)
- Based on community feedback, there are ten items that rose to the top; each incorporates a variety of tactics representing input from numerous sectors such as business, education and nonprofit.
- Finally, we outline an implementation strategy with recommendations for resources that will be required to bring this vision to life.

As you read the Cultural Arts Master Plan, you will learn about the many ideas brought forward by the residents on how the current state of arts and culture could grow to its fullest potential. We invite the reader to find your own place in this effort to build the larger system that will be benefit all.



Building On Strengths



Old Iron Bridge over the Colorado River

Building on Strengths

The story of the Arts and Culture in Bastrop is surprisingly robust for a city it's size. Recognized by the Texas Commission on the Arts as a Cultural Arts District in 2012, it is a community that can proudly boast that it houses three major cultural organizations (Bastrop Museum and Visitors Center, Bastrop Opera House, and the Lost Pines Arts Center), a Convention and Exhibit Center, and Visit Bastrop, it's destination marketing organization.

Economically, the City of Bastrop also shows a strong foundation of creative industry employment in areas such as art galleries, design, and film production. A significant number of Bastrop residents work in creative industries, at a rate equal to or higher than in the State of Texas as a whole [see the Appendix for a more detailed economic analysis.]

When we lay out these different elements, we see that Bastrop has the pieces it needs to put itself on the map.

A city of regional cultural tourism

Like, other areas in Texas, the City of Bastrop draws visitors from around the state and beyond to experience the history and contemporary culture, arts, and special character of the City. From observing a night-pour at the Art Foundry, to exploring the heritage architecture of downtown, to partaking in art classes at the Lost Pines Art Center's new facilities, visitors and residents know that Bastrop's story of resiliency, community, and creative production is alive in the community today.

A city for new families and creative entrepreneurs

The City also has what it needs to put itself on the map of places that can draw in new talent and new families. Today young families and creative entrepreneurs are not looking to places like New York and Chicago, but rather to places like Oklahoma City and Salt Lake City. They want a sense of place, a sense of community, and sense of creative potential that are grounded in the authenticity and history that Bastrop offers.

Building a Healthy Local Arts & Culture Ecosystem

Want to grow the arts sector? First you need to understand how it functions as an ecosystem. Like a natural ecology, an arts and culture ecosystem is made up of different physical, programmatic, organizational, and individual elements that all take on different roles, and support the larger system in different ways. Together they make a dynamic system that can support a City's goals for both economic development and diverse cultural life for its residents.

The diagram below illustrates how the arts and culture ecosystem parts come together and partner within the City of Bastrop. Here we show how all the elements of culture (the blue bullets) have a relationship with the plan strategies (shown in green). The overlapping areas show how elements are inter-related among the strategies.

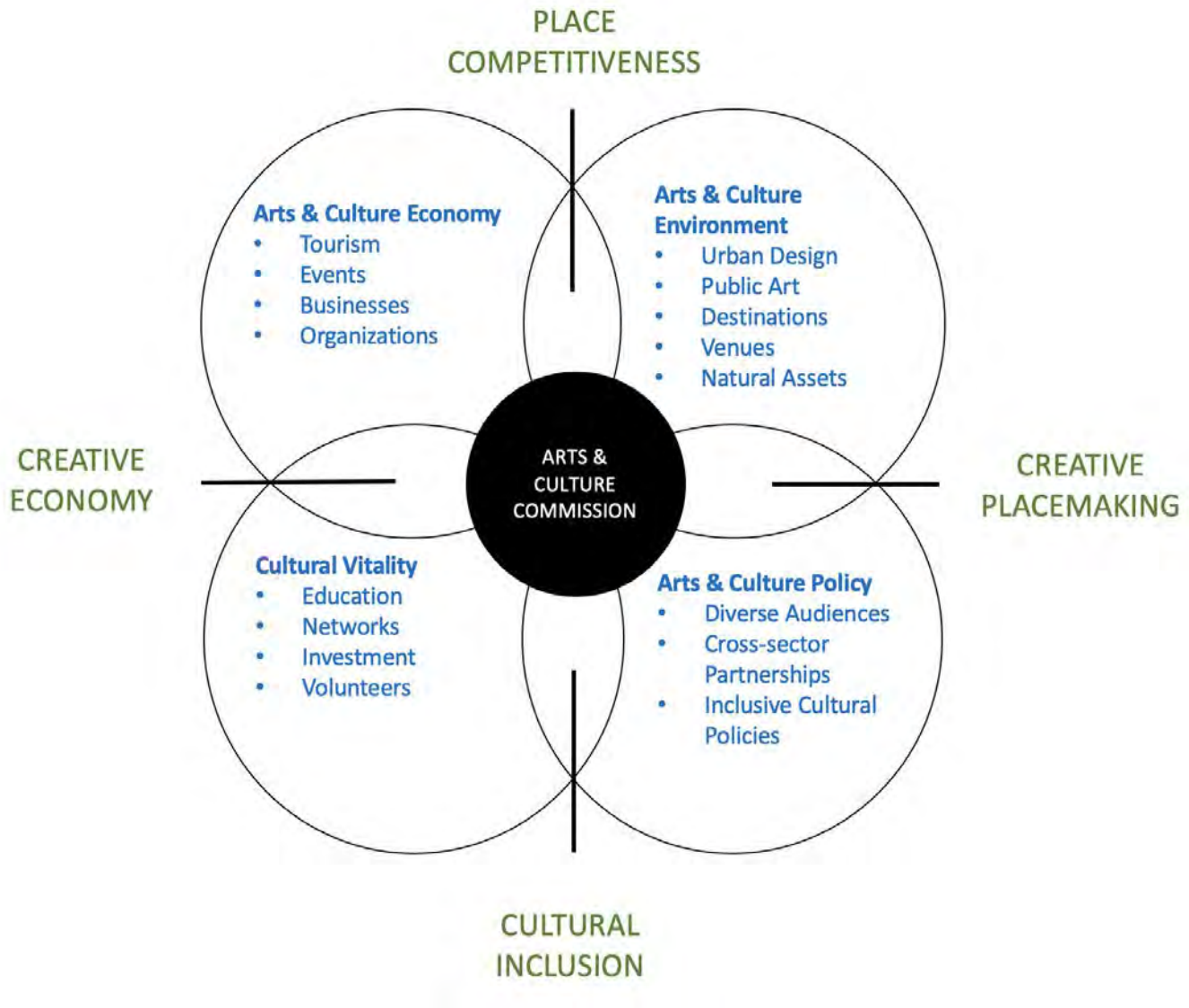


Diagram of Bastrop's Art Ecology - based on the work of the United Cities and Local Governments' Committee on Culture (2006-2019).



Transformer mural

Key Strategies

The Key Strategies that make up Bastrop's arts ecology can be thought of as:

- Place Competitiveness
- Creative Placemaking
- Cultural Inclusion
- Creative Economy

The Authentic Art of Place Competitiveness

The City of Bastrop is deeply aware of how closely its arts and culture ecology is related to its vision of Place Competitiveness. From Lost Pines Christmas, to the Veterans Car Show, to the Lost Pines Art League "Art After Dark", both residents and arts and culture organizations desire to bring together others in celebration of all the city has to offer. The ability to harness the power of the arts and culture to create both a unique and authentic expression of the community is one of the essential strategies for attracting both new residents and weekend visitors.

The Expanding Field of Creative Placemaking

The City's planning efforts also take place within a national groundswell of interest in the ways in which arts and culture can advance diverse community strategies. For instance, since 2010, the National Endowment for the Arts, ArtPlace (a consortium of 12 philanthropic foundations and six major financial institutions, with diverse federal agencies participating as strategic partners) and the Kresge Foundation have invested over $80 million in creative placemaking projects across the country. Creative Placemaking is an area of city planning that connects with the arts and culture sector to develop the quality and vitality of a place.

A Growing Understanding of Cultural Inclusion

One of the strongest developing trends in recent years within the arts and culture field has been the growing understanding of how important the issues of diversity and access are to the healthy functioning of an arts and culture ecology. If an arts ecology serves as both a foundation of economic

development strategies and a vital component of the self-expression of a community, then all members must both have access to the larger system and feel that they are in some way a part of it. Whether that comes through creative hobbies, the ability to take a theater class, or partaking in a holiday festival, all residents should feel a part of the large system of expression that makes up the City.

The Benefits of the Creative Economy

The success of new arts-based economic development approaches has prompted cities to reassess the role and value of arts and culture within their communities and to examine the types of skills, connections and capacities needed to harness the potential of their arts and culture assets. Even smaller towns and cities are engaging the arts and culture community in economic development initiatives to achieve the following:

- Support for the development of downtown assets and cultural renewal.
- Increase in business attraction and expansion of the tax base.
- Increase in the attractiveness of the area to knowledge-based and creative-sector employees.
- Increase cultural tourism and its resulting revenue stream.

These national trends tie in closely with Bastrop's goals to position itself regionally and strengthen the City's economy by developing its sales tax revenue while growing its property tax base.

Key Civic Structures

For the City of Bastrop, what unites the different parts of the arts and culture ecology are the civic forms of local governance. Within the Plan it is recommended that the City of Bastrop set up an Arts and Culture Commission with an Arts in Public Places panel that would continue its work to commission public art and report to the Arts and Culture Commission. Together these bodies will be able to strongly coordinate a local collective vision and strategize on the allocation of resources.

Essential New Roles

Given the changing landscape of arts and culture across the United States, many cities are also looking closely at the question of what role their local arts-oversight organizations and governing bodies need to serve. Traditionally, cities have served as Providers of events and artworks. Today these functions are expanding to the roles of Connector, Leader and Partner in order to meet the new capacities that the arts bring to community development efforts. We define these terms as follows:

- **Provider:** to ensure that the City's role of providing arts and culture funding to the community remains strong.
- **Partner:** to form cross-sector collaborations that can increase the impact of arts and culture.
- **Leader:** to advocate for arts and culture with innovative ideas and stimulating conversations with partners throughout the city and region.
- **Connector:** to bring together diverse entities to pursue mutual goals.



Historic Downtown Bastrop

Bastrop's Cultural Landscape

Cultural Foundations: Art, History, and the Environment

The City of Bastrop is fortunate to have at its core three equally strong dimensions of its identity: art, history, and the environment. Each of these three core dimensions can help support a dynamic understanding of what the City of Bastrop is about, where it has come from in history, and how it can chart its future. Always intertwined, it is important to recognize how a broad understanding of arts and culture can bring together these interrelated parts of the City, and create spaces and events that contribute to a fuller and more authentic sense of place and create a comprehensive set of asset-based growth strategies.


"Think with Square" by Jen Forman



Bastrop historical district


Bastrop State Park

The Art of the City

For a small city, Bastrop has an immense wealth of arts and culture institutions and offerings. Designated by the Texas Commission on the Arts as a Cultural Arts District in 2012, it also created the Bastrop Art in Public Places (BAIPP) board which has been instrumental in creating a strong display of public art in the downtown area. Home to Deep in the Heart Art Foundry, the Lost Pines Art Center, the Bastrop Opera House, Bastrop has already developed the organizations and institutions that are essential to building a vital arts economy. In addition to these specific places, the City also plays host to several events, such as the Patriotic Festival, Homecoming & Rodeo, Trick or Treat Trail, Veteran's Day Car Show, Juneteenth Celebration, and Lost Pines Christmas including a lighted parade, river of lights and holidy homes tour. 2018 also marked the first year of the Bastrop Music Festival.

The History of the Area

The City takes pride in its cultural heritage, and is among the oldest towns in Texas. Originally the area served as a meeting ground for the Tonkawa and other Southwestern Indians. It also provided a vital Colorado River crossing on the Old San Antonio Road, a major part of the El Camino Real de los Tejas. The area was settled in 1804 and the City was officially established on June 8, 1832. Bastrop founder Stephen F. Austin named the City for his longtime friend and co-worker, the Baron de Bastrop. Today a rich harvest of classic Texas folklore and well-preserved architecture and artifacts provide both visitors and residents a glimpse into Bastrop's past. With the Bastrop County Historical Society Museum and Visitor Center in the heart of downtown, the City not only has a unique history, but also has the capacity to engage visitors and residents directly in that history.

The Natural Environment of the Region

Bastrop's setting in the Central Texas' Lost Pines region includes extensive Colorado River frontage and abundant recreational opportunities. The Colorado River runs through Bastrop and is used for kayaking, canoeing, and fishing. The El Camino Real Paddling Trail is about six miles long and runs from Fisherman's Park to a take-out point near Tahitian Village. Other nearby attractions include three golf courses, two state parks, a nature preserve, Lake Bastrop, and the world-renowned Hyatt Regency Lost Pines Resort, which draws many tourists from all over the world. As regional growth continues over the next few years, the City's ability to maintain and highlight its natural resources along with its arts and culture offerings will become an essential part of its equation as a regional destination both for visitors, as well as new businesses and residents.

Bastrop's Arts and Culture DNA

The world of arts and culture are changing and developing rapidly across the nation. No longer can cities assume that individual arts and culture organizations will function as separate civic entities with programs that merely "add to" a city's offerings. Rather, arts and culture are now becoming part of cities' core areas of economic and infrastructure development. Today arts and culture are beginning to be understood as an essential dimension of city life that need to be at the table when making critical decisions about how a city will grow and develop.

At the core of this new role for the arts and culture sector is the ability to offer both high quality aesthetic experiences, as well as the simultaneous ability to meet and support larger city goals for community development, economic development, entrepreneurship, public health and civic engagement. The City of Bastrop is fortunate to have at its core, examples of how the local arts community has been functioning in this way for many years.



Lost Pines Arts Center

Coming from the Heart

One of the essential characteristics of the arts and culture sector that can easily be seen is the fact that those involved - from volunteers to founding directors - have a great desire for the arts to deeply serve the community. From the Honor Choir, where students learn about how they can lend their artistic talents to serve those in need, to the ever-developing series of music, theater, and arts classes that reach out to underserved communities, an ethic of support for others can be found at the heart of many arts and culture offerings.

World Class Talent

Another key characteristic that defines Bastrop's arts and culture community is its deep well of talent. From award winning musicians, to nationally recognized sculpture, the small City of Bastrop packs a big punch and provides broad offerings that far out-scale its size and location in rural Texas.

History & Entrepreneurship

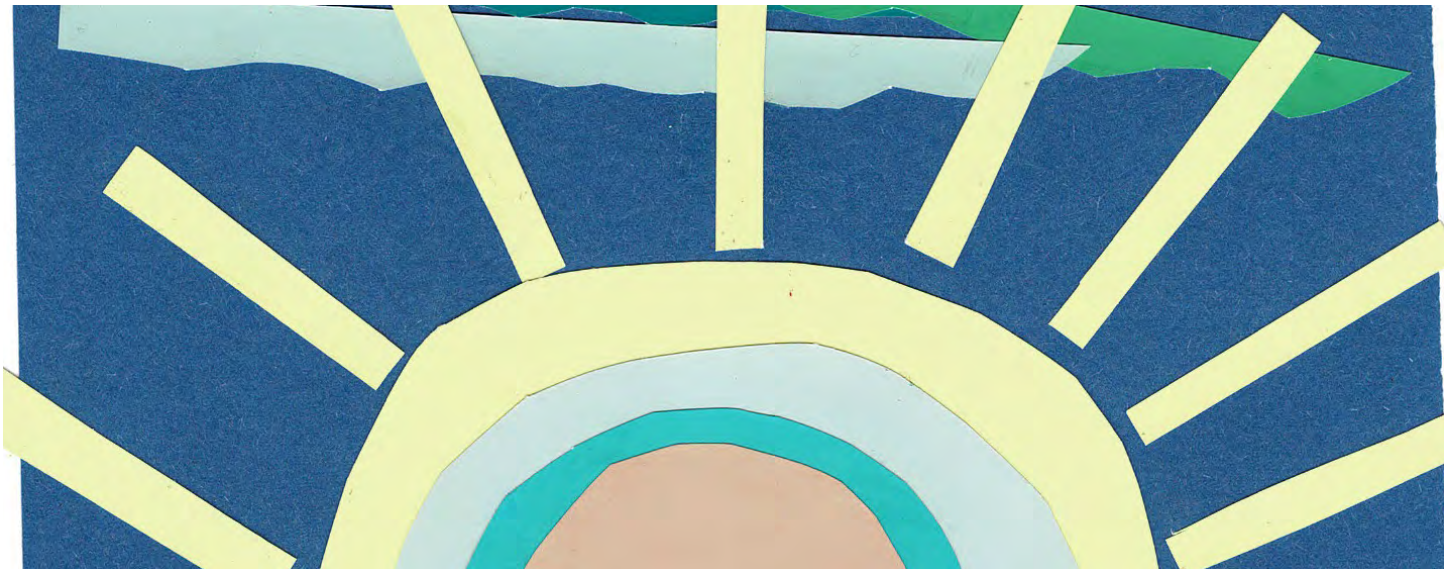
Another key characteristic of the City of Bastrop's arts and culture sector is its deeply embedded sense of entrepreneurship. Being the location of a regionally acclaimed theater, robust historical foundation, growing arts center, and numerous festivals, events, and businesses, the City has from its beginning brought an entrepreneurial fervor to the development of its identity and venues for expression.

For the Community, By the Community

Volunteerism is a final critical dimension of Bastrop's creative community, and the glue that holds it together. The list of people that make up Bastrop's cadre of creative sector volunteers is too extensive to list, but their efforts are everywhere one looks. From the coordination of the Bastrop Arts in Public Places program, to the Veterans Car Show, to the Lost Pines LIghted Christmas Parade, there are both long-standing and newly arrived individuals who typify the tenacity and spirit of people who give their time to ensure that the Bastrop community is strong and vital.



Planning Process



Art postcard by a student at Cedar Creek Elementary

Engaging the Community

In the spring of 2018, the City of Bastrop began working with the Cultural Arts Master Plan Task Force, which was composed of residents, artists, arts and culture organizations, and other key stakeholders, on developing a plan to deepen and expand an arts and culture environment. These efforts built upon vision and policies for arts and culture established by the Comprehensive Plan and nurtured by a long-standing understanding about the role that arts and culture play in establishing an authentic and vital community.

The planning process was divided into three phases: Discover, Envision and Develop. Through public outreach in the Discover and Envision phases, the City gathered input from the community about specific ideas and priorities for arts and culture. These recommendations and ideas emerged as the framework of the draft Cultural Arts Master Plan. Additional ideas and inspiration were taken from national best practice models.

The public engagement component of the project employed numerous outreach methods:

- Key Stakeholder Interviews
- Public Open Houses
- In-person and Online Survey
- Community Pop-Up Meetings
- Focus Group Discussions
- Community Gatherings with Elementary School Families
- Targeted Workshops with Key Stakeholders

Each individual engagement component played a specific part in the development of the Cultural Arts Master Plan. The initial stakeholder interviews and survey helped to create the overall strategy framework, while the community gatherings provided a chance to update the larger public on the planning process and test ideas that were emerging from those stakeholder discussions. Further in-person meetings and Task Force discussions helped to deepen the team's understanding of how the larger public viewed each of the ideas and what specific ideas they might like to see develop as part of the plan.

Engagement Events

Surveys/Questionnaires

To help us understand Bastrop residents' desires for the local creative community, a community survey was made available during the summer of 2018. Major takeways from the survey include:

- Residents recognize the large number of arts and culture assets within the City including the Colorado River, the sense of history, and the small town feel.
- There are general concerns about the accessibility of the arts (in terms of cost or the (mostly) downtown location). Additionally there were concerns about how to find information for events and shows.
- A number of respondents spoke hopefully about opportunities to develop additional family oriented activities as well as classes for both youth and adults.
- One of the greatest concerns was about the need to travel to Austin to access the types of arts and culture events that people were looking for.

Pop-Up Events

In the fall of 2018, pop-up events were held at the following locations:

- Art Walk Outreach
- Art After Dark
- Movies in in the Park
- The Schulman Theatres
- YMCA Kerr Center

At the events, project staff were available to answer questions about the planning process and deliver paper-based surveys which were later compiled with the digital survey results.

Workshops #1

September 26, 2018

The first workshop focused on the topic of Creative Placemaking and convened key stakeholders in the business sector, non-profit sector, and arts and culture communities in Bastrop to explore what other similar cities with similar challenges are doing in the field of arts-based community development. In attendance at the meeting was Julie Burros, Principal Cultural Planner at Metris Arts Consulting who helped participants brainstorm potential ideas for cross-sector projects and discussed the role that the City should take in those projects. The list of invitees included members of the Chamber of Commerce, various business owners, members of the Opera House, the director of the Bastrop Museum and Visitors Center, and other individuals that could facilitate cross-sector conversations. Invitees also included staff from the Parks department to discuss planning ideas relevant to the Colorado River, environmental and health organizations, and local artists. Over fifty people attended the meeting and a number of ideas were discussed, particularly concerning the development of the pedestrian bridge as a future location for performances and arts and culture gatherings.

Workshop #2

November 15, 2018

This workshop was tailored towards developing specific policy recommendations for the Cultural Arts Master Plan that could build on the themes and ideas developed to date by the community. Milwaukee-based consultant Christine Harris, who

specializes in cultural planning work across the United States, was on hand to lead discussions and brainstorm with participants about specific policies and programs that the City might embark upon in order to build capacity within the arts sector.

Community School Gatherings

Cedar Creek Elementary, October 18, 2018

Emile Elementary, November 2, 2018

In the month of October the consultant team worked with BISD to coordinate community events at two local elementary schools. The project coordinated the creation of handmade postcards by school students that were be "sent" to their families. Each group was asked to draw an image that responds to one of the CAMP primary engagement questions:

- When I imagine art and creativity in my neighborhood I think of.....
- My favorite way to express myself is by (dancing, singing, writing....)
- If I had a magic wand I would bring more of this type of creativity to my city.....

The creation of the postcards was done in coordination with local art teachers and Natalia Rochefuerte, a teaching artist from Austin, TX. Each handmade card carried the child's drawing on one face of the card with the other side of the card holding room for address, postage, and information about the community potluck. Over 1,500 cards were created and sent to local families!

At the school gatherings, bi-lingual planners facilitated conversations about people's own experiences with creative expression, and their desires for their children. The overall goal was to seek input from students and their families about the planning process and what they would like to see happen within the community.

Open House 1 and 2

To round out the planning process before the final drafting of recommendations began, two open houses were held in the month of November. The first was held during the day at the Lost Pines Art Center. The second was held in the evening at the Bastrop Museum and Visitors Center,

What We Heard

The community engagement process revealed just how strongly Bastrop residents want arts and culture to be part of their daily lives. There is support for seeing the arts beyond the traditional settings of galleries and concert halls and placed along natural trails, downtown, and within different neighborhoods to provide fuller opportunity for engagement with works of expression and creativity.

These ideas and others, gathered in interviews with individual residents, creative professionals, group discussion, and community meetings painted a picture of Bastrop residents who are deeply engaged in both the traditional visual and performing arts as well as their own individual forms of creative expression which can often include a wide array of crafts and creative hobbies.

During the engagement process with arts and culture community stakeholders and city residents, there emerged a general picture of current opportunities and challenges.

Weaknesses

- Artists themselves are loosely affiliated in town.
- The relationship with regional hospitality industry has gone through many different phases of development and could be strengthened further in the future.
- Conversations on arts and culture have traditionally been siloed from other municipal planning conversations (such as urban design or economic development.)
- There are currently many residents that go to Austin (or other nearby areas) to access art classes and cultural opportunities.

Strengths

- The abundance of arts and culture assets within the City, such as the Old Iron Bridge, combined with its small town feel.
- The presence of many natural assets, in particular the Colorado River and the riverfront.
- A strong history of cultural festivalsa nd events within the City - ranging from Veterans Weekend and Lost Pines Christmas to the now annual Bastrop Music Festival - from which to build further opportunities for distinguishing Bastrop as a cultural arts destination.
- City government supportive of arts and culture sector development.

Threats

- Historically, the arts community within the City of Bastrop has seen many periods of both coming together and splitting apart which creates an impression of having a fractured coalition of arts sector actors.
- There is a strong understanding that economic changes within the region are creating a fast rate of change within the City and that the arts sector has not yet responded with both policies and programs that can keep pace with the rate of growth.

Opportunities

- Harnessing arts and culture to activate a sense of creativity throughout the City.
- Using visual, performing, and other arts genres to help define a sense of place for the City.
- Coordinating local organizations in order to create on-going experiences within the City for visitors and residents alike.
- Work with local organizations (such as the Bastrop Opera House) to expand facilities available for arts education for youth and adults today and in the future in ever evolving relationships.
- There is a growing Hispanic/Latino part of the community that needs to be brought more fully into the larger policy conversations about arts and culture.
- Similarly, there is a strong and historic African American community in the City that also has a great deal to offer to future policy discussions.
- The BIAPP Board takes on many responsibilities but there is the opportunity to further differentiate their tasks and define their roles.

[For a full list of community responses see the Appendix]

VISION AND VALUES



Bastrop's Song on the River at Night mural in Fisherman's Park

Vision for Arts & Culture in Bastrop

The vision for arts and culture in Bastrop is built on what we heard from parents, performers, artisans, and advocates. Each pointed to a community defined by resiliency, community, and creative production – and all in a way that reflects the authentic sense of place in Bastrop.

Bastrop's art and culture – historic, artistic, and natural assets generating a dynamic and diverse creative economy, harnessing local talent and the strength of its environment, creating a vital, authentic sense of place.

This master plan vision is built directly from the City's existing vision:

"The Vision of the City of Bastrop is to be a welcoming community with a compassion for our diversity, a tapestry of people, arts, and structures; preserving our history and character while embracing progress around our unique environment."

The City of Bastrop's vision for arts and culture recognizes residents' desire to support and grow an arts and culture community that is wholly different from its neighbors in Elgin, Smithville, and Austin. It is a vision that builds on the City's variety and strength of its arts and culture assets and recognizes that its economy, sense of place, and authentic character are all deeply intertwined.

Vision for Arts and Culture in Bastrop



BAIPP Art Awards 2018

Values

This vision is also supported by the core values articulated by residents who feel that the City, at its core, is community focused, inclusive, authentic, and entrepreneurial. These central values provide groundwork for the priorities and action items within the Cultural Arts Master Plan and establish guideposts for implementing the Plan recommendations over the next ten years.

- **Community Focused.** Building on a history of civic engagement and volunteerism in and around arts and culture, the City will work to enhance its reputation for vibrant, creative community expression and gathering.
- **Inclusive.** As a historic community known for its authentic qualities of place, the City will work towards access and inclusion to arts and culture for all Bastrop residents.
- **Authentic.** Known for its unique history that can be seen and understood within the very fabric of the City, Bastrop's arts and cultural communities will contribute to the creation of vital neighborhoods, a vibrant downtown area, and an authentic sense of place for residents and visitors alike.
- **Entrepreneurial.** Within its own proud heritage of Texas entrepreneurship, the City will help the arts and culture sector participate in developing new pathways for business, government, education and philanthropic sectors.



Building A Roadmap



Bastrop Opera House performance

Building a Roadmap

In building a roadmap that leads to the City's core vision for its arts and culture sector, the master plan recognizes four primary strategies that weave together the City's arts and culture assets:

- Place Competitiveness
- Creative Placemaking
- Creative Economy
- Cultural Inclusion

Central to its overall strategy, the master plan proposes new governance structure that includes:

- A new Arts and Culture Commission
- The continuation of the Bastrop Art in Public Places Panel as an advisory panel to the Arts and Culture Commission.

The recommendations contained in the plan build from local ideas and inspiration which are then combined with national best practices. Recognizing the dynamic nature of the arts and culture sector, as the City moves forward with implementation, it will be not only be important to periodically review opportunities and priorities, but also to spend the energy and resources needed to create educational and capacity building opportunities. Much like environmental planning, planning for arts and culture is as much about building the soil as it is about planting the seeds.

Strategy One
PLACE COMPETITIVENESS

Strategy 1: Place Competitiveness

Where Tourism Meets the Built Environment

During the planning process, we often heard from residents about their desire to let Bastrop's authenticity lead the way in stewarding a sense of place. As was often quoted:

"On this is certain: If you do it for the local, the visitor will come; if you do it for the visitor, you will lose the local and, eventually, the visitor because it is the local who gives a place character."

- (Robert Brandes Gratz – CityLab, "The Jane Jacobs Century")

Guiding the growth of a city requires the ability to build from what is authentic, and to develop the city's own broad range of unique arts and culture assets so that the community can continually retell its own story and engage in the creation of the place they call home. The City of Bastrop knows that residents (and visitors) increasingly desire to connect with the authentic nature of place through different types of arts and culture experiences. Supporting the arts and culture as part of residents' everyday lives - both in the physical environment and the ways in which they experience it - will help to foster local identity and grow a deeper sense of place that resonates for everyone.

Indicators of a Healthy System

- **Relying on Fundamentals:** Nature, History, and Art are considered foundational elements when creating programs, events, venues and artworks.
- **Dynamic Environments:** Arts and culture support local businesses and enhance the experiences of residents and visitors by creating visually and programmatically dynamic environments.
- **Connected Experiences:** Destinations are understood to be a set of connected experiences that are animated by arts- and culture-infused programming.
- **Arts-supported Urban Design:** Urban design goals harness the power of the arts to create a vital physical realm for residents and visitors.



Bastrop Museum and Vistor's Center Coal Mine Exhibit

Strategy 1: Place Competitiveness

Where Tourism Meets the Built Environment

Strategic Goals

- **Place Competitiveness Goal - Creating Dynamic Environments:** Continue the work of Visit Bastrop to build on the City of Bastrop's strong tradition of arts and culture events and festivals to create year-round offerings for residents and visitors alike.

- **Place Competitiveness Goal - Fostering Cultural Space Development:** Ensure that non-traditional, temporary, and pop-up performance spaces are available for arts entrepreneurs and performers in order to meet the needs to current artistic practices and the expectations of contemporary visitors.

- **Place Competitiveness Goal - Ensuring Arts-supported Urban Design:** Create an alignment between public art, park development, code development, and public works to enhance the physical realm.

Strategic Partners

- Art Institute of Austin
- Bastrop Art in Public Places
- Bastrop Arts and Culture Commission
- Bastrop Chamber of Commerce
- Bastrop County Office of Art & Cultural Tourism
- City of Bastrop departments
- Lost Pines Arts Center
- New Republic Stuidos
- Main Street Program
- Visit Bastrop
- Community Based Partners
    - local arts organizations and arts retailers
    - local film professionals
    - local congregational leaders
    - local event producers
    - local music and event professionals

Strategy 1: Place Competitiveness

Where Tourism Meets the Built Environment

Place Competitiveness Goal 1

Creating Dynamic Environments: Continue the work of Visit Bastrop to build on the City of Bastrop's strong tradition of arts and culture events and festivals to create year-round offerings for residents and visitors alike.

- **Place Competitiveness Action 1.01:** Explore the potential for a signature annual festival during the Spring based on the history and natural assets of the City of Bastrop and building from the same networks as the Lost Pines Christmas Festival.
    - New Hampshire Ave: This is a Place To...., Takoma Park, MD (https://www.arts.gov/exploring-our-town/new-hampshire-ave-place-to). Focused on building a sense of place through storytelling and multiple forms of art, this local area celebration harnessed the power of artmaking and performance to transform spaces. Although the space itself would not be parallel to Bastrop's Main Street or Colorado River location, the multidisciplinary, and place-based storytelling can serve as inspiration for how a Bastrop-specific festival could be structured.
- **Place Competitiveness Action 1.02**: Support the establishment of regular seasonal, family-friendly market festivals for the Downtown area that incorporate culinary and entertainment offerings, and bring together the primary cultural organizations in town.
    - Farmers Market, Easton, PA (https://eastonfarmersmarket.com/) Easton, PA's farmers market has been operating since 1752 – the oldest continuously operating farmers market in the United States. The market "themes" each weekend with highlighted ingredients and a rotating entertainment schedule. Easton's Main Street Initiative strategically plans and promotes the market as an opportunity for local healthy food and cultural offerings.
- **Place Competitiveness Action 1.03:** Encourage temporary artworks to enliven the public realm and that have the potential to be included in the planning of community celebrations and special events.
    - Seattle (Shunpike) Store Fronts (https://storefrontsseattle.com/) Seattle's Pioneer Square hosts a "store-front program" that activates vacant storefront space with rotating temporary installations from local artists, funded by a consortium of public and private donors.
- **Place Competitiveness Action 1.04:** Support city-wide recognition of October as Arts and Humanities Month.

- Arts and Humanities Month (https://www.americansforthearts.org/events/national-arts-and-humanities-month): Since 1993, American for the Arts has managed and promoted a national Arts and Humanities Month celebration. Arts and Humanities month is an opportunity for cities and towns to celebrate their local creativity. AFTA helps interested cities develop events and activities ranging from open houses to forums to fundraising events. Their website features a toolkit of event ideas and how-to's.

- **Place Competitiveness Action 1.05:** Continue work with Visit Bastrop to create a city-wide event listing with current art offerings around Bastrop that will serve as a resource to local arts organizations, and support more awareness of their events, resources and services.

    - Arts KC Go, Kansas City, MO (https://artskc.org/artskcgo/) The "Arts KC Go" website allows artists and cultural organizations to connect with audiences by creating publically accessible profiles and event listings.

    - Only in Ogden, Ogden, UT (http://onlyinogden.com/calendars/community-calendars/ogden-city-arts.html) Only in Ogden" is a city managed comprehensive event calendar of all the cultural activities happening in the city and region.

    - Easthampton City Arts, Easthampton, MA (https://www.easthamptoncityarts.com/events/) In addition to sponsoring public art and youth art events, the city organization Easthampton City Arts promotes a calendar of art event and activity listings.

Place Competitiveness Goal 2

Fostering Cultural Space Development: Ensure that non-traditional, temporary, and pop-up performance spaces are available for arts entrepreneurs and performers in order to meet the needs of current artistic practices and the expectations of contemporary visitors.

Place Competitiveness Action 1.06: Continue streamlining city regulations related to street festivals, performances in the parks, and street performers and designate specific performance appropriate places around the city. Create a FAQ sheet for potential performers, artists, and downtown merchants.

Place Competitiveness Action 1.07: Create an Arts and Culture Commission Working Group to explore the use of under-utilized spaces in the city that can be used on a temporary basis for arts and culture events for Bastrop artists and other artists from the region.

- Activating Vacant Spaces with the Kalamazoo, MI Land Bank (https://www.artplaceamerica.org/blog/creative-strategies-activating-vacant-spaces) The Art Council of Greater Kalamazoo and the Kalamazoo County

Land Bank team up for an annual "Art Hop," which activates local vacant spaces with events like African drum and dance, Zumba classes, and mariachi bands.

- Activating Downtown Alleys, Austin, TX (https://austintexas.gov/sites/default/files/files/EGRSO/Activating_Austins_Downtown_Alleys_as_Public_Spaces.pdf) In order to address the larger issue of lack of activated public space in downtown Austin, the City of Austin Downtown Commission mounted an "alley activation project," using art and temporary activation to envision alternative, vibrant uses for un-loved alleyway space.

- Activating the Downtown, Springfield, MA (https://businesswest.com/blog/activating-the-downtown/) Springfield helps "downtown revitalization through the arts," linking vacant space with arts and cultural incubators and activities to spur overall revitalization and redevelopment in the downtown area.

Place Competitiveness Action 1.08 Ensure Bastrop's Food Truck Pilot Project ties in with efforts to identify and assess downtown, as well as "non-traditional", spaces for creative performances.

Place Competitiveness Action 1.09: Work with downtown business and local volunteer legal counsel to create a uniform "temporary lease" for short-term (for example six-weeks) rentals of unoccupied spaces in the downtown area.

- Project Storefronts, New Haven, CT (https://www.arts.gov/exploring-our-town/project-storefronts) New Haven, CT identified two problems: too many empty storefronts in its central business district, and artists who struggled to find reliable space. It bridged these two issues through the Project Storefront program, which manages short-term leases for local artists and makers in vacant, rentable spaces.

Place Competitiveness Action 1.10: Work with the local faith-based community to expand use of available congregational spaces for cultural activity.

- Arts in Sacred Places, Austin, TX (http://www.austintexas.gov/page/arts-sacred-places) Austin's Art in Sacred Spaces pilot program finds common ground between faith communities who seek to develop community relationships and have underutilized space, and arts organizations with compatible values who need spaces to work and perform.

- Partners for Sacred Places (https://sacredplaces.org/) The national non-profit initiative Partners for Sacred Places works with faith organizations and arts organizations to develop overlapping relationships that amplify civic contributions and assets of both communities.

Place Competitiveness Goal 3

Ensuring Arts-supported Urban Design: Create an alignment between public art, park development, code development, and public works to enhance the physical realm.

- **Place Competitiveness Action 1.11:** Encourage and assist local businesses to support the creation of privately-sponsored murals within the Downtown area and new developments throughout the city. Explore the creation of a "rotating art wall" with a downtown business in collaboration with the City of Bastrop BAIPP program.
    - Oklahoma Mural Syndicate, Oklahoma City, OK (https://newsok.com/article/5608304/needs-and-deeds-oklahoma-mural-syndicate-promotes-public-street-art-with-plaza-walls-mural-expo) The Oklahoma City nonprofit "Oklahoma Mural Syndicate" manages and programs "Plaza Walls," a rotating gallery of outdoor murals in the city's Plaza District.
    - Carlsbad Arts Wall, Carlsbad, CA (https://snyderartdesign.com/carlsbad-art-wall/) In Carlsbad, NM, Snyder Art Design and local business Señor Grubby's collaborate on a rotating art wall on one of the walls of the restaurant's building, in order to celebrate the community, amplify local business, and support local artists.
- **Place Competitiveness Acton 1.12:** Work with City of Bastrop departments to ensure that new designs for the bridge can incorporate the needed infrastructure for public art displays, including sufficient load capacity for sculpture installation, electricity for light displays, and projection capacity under the bridge,
    - Arts-Integrated Bridge Repairs, Lansing, MI (https://statenews.com/article/2017/11/infrastructure-as-art) On the MSU campus in Lansing, a required bridge repair was strategized as an opportunity for art and community building. The university held a contest for local artists to submit artistic designs for railings to be integrated into the repairs.

Place Competitiveness

Implementation Tactic: Create Signature Festivals

Signature festival programs celebrate the culture of the local community, and draw in tourism and outside visitors.

Case Study: Farm/Art DTour

Reedsburg, WI

- Festival breaks down boundaries between craft and contemporary art
- Celebrates local creativity, culture, and assets
- Educates participants about local food systems
- Drives outside tourism
- Developed as an additional program of pre-existing Fermentation Festival

Partnerships: Project leads Donna Neuwirth and Jay Salinas, the Annual Fermentation Festival, the Chamber of Commerce, county extension agents, County staff, artists, curators, local farmers and businesses

Farm/Art DTour, a ten-day festival, is a self-guided driving tour through scenic working farm land of Sauk County, Wisconsin punctuated with temporary art installations, educational signs, artist-built mobile farm stands, creative participation by landowners, pasture performances and roadside poetry. The Farm/Art DTour was as part of the Annual Fermentation Fest – A Live Culture Convergence that included a wide variety of classes, workshops, demonstrations, dinners, and performances – highlighting live culture in all its forms. The 50 mile DTour route had twenty-seven stops, representing agreements with many landowners. For the Farm/Art Dtour contemporary art happenings and events (for instance, an opera performance) were hosted on rural farms right next to craft stands selling the work and produce of local farmers, dissolving barriers between rural and urban, and contemporary- and craft-art. The festival celebrated the creativity of the Reedsburg community, and magnetized tourism to the area from as far away as Madison and Chicago. The festival taught both locals and visitors alike about food systems.

Opportunities for Bastrop: Develop festivals that celebrate Bastrop's intrinsic artistic heritage and strong craft culture. Explore ways to dissolve boundaries between craft art and fine art, and celebrate both. Use festivals to drive tourism and draw people from surrounding communities into Bastrop by developing and amplifying what makes Bastrop authentic.



Farm/Art DTour installation

Place Competitiveness

Implementation Tactic: Foster Temporary Venues

Short-term, temporary activation of space creates low-risk opportunities for creative businesses and artists, as well as landlords and property owners.

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Case Study: Project Storefronts

New Haven, CT

- Program links creative businesses in need of space with vacant buildings and spaces for temporary leases
- City department coordinates the program and relationships
- Activates and revitalizes neighborhoods
- Gives creative businesses low-risk opportunity to test out viability and strategy
- A temporary occupation and activation of spaces entices future renters, a win for landlords

Partners: City of New Haven Department of Arts, Culture and Tourism, landlords/property owners, local creative businesses and artists

New Haven, CT is blessed with plenty of artists, however artists have struggled to find suitable spaces to host their creative businesses and activities. Meanwhile, the city's underutilized 9th Square neighborhood suffered from too many empty storefronts. The City wanted to encourage vitality and commercial attractiveness in the district and saw an opportunity to link artists with these vacant spaces. However, even though artists needed space, many couldn't necessarily support permanent leases. With "Project Storefronts," the City's Department of Arts Culture and Tourism filled empty retail space with temporary "galleries, studios, and arts-related offices," which produced "creative low-budget ways for entrepreneurs to test business plans in real conditions" while simultaneously activating the neighborhood. The department acted as coordinator and organizer between cultural businesses and property owners, and helped work through legal issues. "Project Storefronts" provided opportunities for local creative businesses and artists to temporarily lease properties that were sitting vacant. The leases were short term and low risk, which allowed these businesses to test out their missions and strategies. For landlords, it brought in temporary revenue (with reduced-rate leases), while also increasing the use of the spaces and area and enticing future tenants.

Opportunities for Bastrop: Pursue a program that links creative businesses and artists with unoccupied downtown space for temporary leases. This will provide opportunities for these artists and businesses, provide some income for landlords with empty buildings, and foster vibrancy in the downtown area.



Project Storefronts, New Haven, CT

Strategy Two
CREATIVE PLACEMAKING

Strategy 2: Creative Placemaking

When Arts and Culture Serves Broad Community Needs

Many trends have defined urban planning over the years. Several decades ago the idea of Sustainability (and now Resiliency) helped us to understand that our city systems are deeply complex and interconnected. More recently, New Urbanism helped us identify the importance of the physical realm to our sense of place and belonging. Today, Creative Placemaking is turning our attention to the need to bring arts and culture into the creation of a vital physical realm and a larger sense of identity.

As part of this trend, expectations about art - where we see it, and what we experience - have changed. Whether this means more artwork along city trails, new murals in unexpected locations, or local neighborhood events, Bastrop residents would like to expand upon traditional experiences of seeing art inside galleries and performance spaces, to seeing art in new and surprising ways all around them. They want to see arts and culture as infused within the very fabric of the city itself.

At the core of this understanding is the knowledge that arts and culture not only bring beauty and delight, but they also bring the power to address the city's most pressing needs. Today we see the growing trend of cities helping to establish the cross-sector partnerships needed to harness the power of the arts to directly address local issues and create authentic and vital responses. From issues such as downtown development, to community health, to environmental stewardship, to housing - the power to engage our most pressing issues with empathy, story, and imagination are essential to finding new and creative solutions to entrenched problems.

Indicators of a Healthy System

- **Cross-Sector Partnerships:** Cross-sector partnerships are encouraged as a means of bringing in new types of arts, and new cultural experiences. Local organizations bring cross-sector partnerships that leverage City funding to address community needs. (Example: Lost Pines Arts Center work with local health initiatives.)
- **Physical Realm:** The physical realm is perceived as vibrant, connected and inviting for all members of the community.
- **Community Needs:** Arts and culture are thought of as essential strategies for addressing broad community needs such as health, the natural environment, safety, and the development of the physical realm.
- **Arts at the Table:** Arts and culture are at the table when planning projects for the future of the City.



Yarn Bomb at Fisherman's Park

Strategy 2: Creative Placemaking

When Arts and Culture Serves Broad Community Needs

Strategic Goals

- **Creative Placemaking Goal - Creating Cross-sector Partnerships**: Support the exploration of creative placemaking initiatives that bring together the visual and performing arts along with the natural and recreational resources of the City.

- **Creative Placemaking Goal - Creating a Vibrant Physical Realm:** Tie-in arts-based strategies to the development of all City capital projects related to the development of the public realm.

- **Creative Placemaking Goal - Addressing Community Needs:** Support the creation of local collaborative creative partnerships focused on fostering place-based, health-oriented projects.

Strategic Partners

- Art Institute of Austin
- Bastrop Art in Public Places
- Bastrop Arts and Culture Commission
- Bastrop Chamber of Commerce
- Bastrop County Office of Art & Cultural Tourism
- Bastrop Museum and Visitor Center
- Bastrop Economic Development Corporation
- Bastrop Opera House
- Bastrop Parks and Recreation Department
- Bastrop Public Works
- Boys and Girls Club
- Film Alley Bastrop
- Local area businesses
- Lost Pines Arts Center
- Main Street Program
- Visit Bastrop
- YMCA
- Non-profits and public service advocates
    - local disability advocates
    - local health-based organizations
    - mental health advocates
    - public health officials
    - local military community

Strategy 2: Creative Placemaking

When Arts and Culture Serves Broad Community Needs

Creative Placemaking Goal 1

Creating Cross-sector Partnerships: Support the exploration of creative placemaking initiatives that bring together the visual and performing arts along with the natural and recreational resources of the City.

- **Creative Placemaking Action 1.01**: Create an Arts and Cultural Commission Grants Workgroup to pursue cross-department creative placemaking initiatives to improve the built environment in partnership with the arts, and build on the goals of the Parks and Open Space Master Plan.
    - Field Guide for Creative Placemaking and Parks (https://www.tpl.org/field-guide-creative-placemaking-and-parks#sm.0000pcb3w67vkevzyht1w3506p66c) The Trust for Public Land and the City Parks Alliance have developed this exploration and best practices guide for supporting parks through creative placemaking.
- **Creative Placemaking Action 1.02:** Create a match-funded collaboration between local businesses and the Parks and Recreation Department to create Trail Art program that encourage wellness and enhance the experience. Prototype program at Fisherman's Park for implementation model that can be used at other park facilities.
    - Karl Stirner Arts Trail, in Easton, PA (https://karlstirnerartstrail.org/) The Karl Stirner Arts Trail is a walking trail featuring public art, ranging from the works of its namesake Karl Stirner to sponsored work from local schoolchildren. The trail connects the town's urban core with nature and supports a holistic mission of healthy, culturally activated space, and economic development.

Creative Placemaking Goal 2

Creating a Vibrant Physical Realm: Ensure that art and creative expression are integrated into the creation of the physical realm by tying-in arts-based strategies to the development of City capital projects related to the development of the public realm, and encouraging public-private partnerships that can leverage City funding.

- **Creative Placemaking Action 1.03:** Explore the creation of a "Permission Wall" into the design of the future Fisherman's Park Wheeled Skate Park to create healthy and sanctioned points of self-expression for Bastrop youth.
    - Denver Permission Wall, Denver, CO (https://www.denverpost.com/2011/02/09/permission-walls-help-create-a-canvas-for-managing-graffiti/) At a former lumber yard, permission walls sanction spray art in designated areas, which provides an outlet for expression for local youth, activates the area, and helps dissuade unsanctioned tagging and graffiti elsewhere.

    - Minneapolis Youth Spray Wall, Minneapolis, MN (https://www.tcdailyplanet.net/not-your-typical-gang-youth-spray-painting-inner-city-minneapolis-walls/) A local high school teams with community partners to develop an educational spray mural project for local students.

- **Creative Placemaking Action 1.04:** Integrate more art into city crosswalks in the Downtown area based on best-practices from other cities.

    - Neighborhood Creative Crosswalks, Austin, TX (http://www.austintexas.gov/creativecrosswalks) Austin's Trnasportation Department organizes a "Creative Crosswalks" program, where community members can organize and propose ideas for artistic crosswalk designs to beautify the neighborhood, enliven streets, and enhance traffic safety.

- **Creative Placemaking Action 1.05:** Explore commissioning iconic public art to use a part of a larger urban design strategies within the Downtown area and Chestnut Street corridor.

    - Denver Airport "Cloudscape", Denver, CO (https://www.flydenver.com/about/art_culture/cloudscape) Iconic, "cartoony" cloud sculptures greet visitors to Denver as they approach the city from the Denver International Airport.

- **Creative Placemaking Action 1.06**: Work with City of Bastrop departments to implement annual arts-based wayfinding banner program along Chestnut / Main Street / and leading to Interstate 171. Banners can be made annually by local artists and auctioned off at end of year to pay for the follow-year's program.

    - Arts Alive, Encinitas, CA (http://101artistscolony.com/arts-alive-encinitas/) An annual lamp post banner art installation supports the work of local artists, draws tourists, and creates a colorful, eye-catching display along historic Coast Highway 1.

- **Creative Placemaking Action 1.07:** Explore the creation of a visual-arts billboard campaign parallel to Austin's that showcases local talent to riders on Interstate 71.

    - Austin Art Boards, Austin, TX (http://austinartboards.org/) Austin Art Boards, sponsored by an outdoor advertising company, celebrates local artists by displaying their work on billboards in different high-profile areas around the city.

- **Creative Placemaking Action 1.08:** Create an Arts in Development policy to help frame conversations between the City and private developers who might be looking to include artwork (both permanent and temporary) within their own developments. Policy should address: Strategy for creating public art on private development sites, proposed contribution (typically .5-2%), definition of appropriate art, artists selection criteria, and project selection criteria.

- Public Art in Private Development (https://www.americansforthearts.org/by-program/reports-and-data/legislation-policy/naappd/public-art-in-private-development-a-guide-for-local-arts-agencies-and-municipalities) Americans for the Arts offers a strong set of resources for municipalites wanting to encouraging developers to include public art in private development projects.

Creative Placemaking Goal 3

Addressing Community Needs: Support the creation of local collaborative creative partnerships focused on fostering place-based, health-oriented projects.

- **Creative Placemaking Action 1.09**: Explore potential partnerships between interested artists and local social service providers such as with nursing homes, assisted living homes, senior centers, and hospice facilities for paid or volunteer artist residencies. Help in the identification of grant resources to foster those residencies as part of a comprehensive City of Bastrop "Arts and Health" initiative.
    - Creating Healthy Communities (https://arts.ufl.edu/sites/creating-healthy-communities/overview/) The University of Florida Center for Arts in Medicine's "Creating Healthy Communities" initiative is actively working to develop resources to expand the field at the intersection of art and public health.
- **Creative Placemaking Action 1.10:** Work with local social service providers to explore opportunities for Collaborative Partnership Programming where people with physical or other types of challenges can be supported by the arts to explore their own creativity and connect with the greater community. Help in the identification of grant resources to foster those services as part of a comprehensive City of Bastrop "Arts and Health" initiative.
    - IDEAS xLab, Louisville, KY (http://www.ideasxlab.com) IDEAS xLab is a non-profit organization that brings the power of the arts together with community organziations to help address issues of health and wellbeing.
- **Creative Placemaking Action 1.11:** Explore opportunities to advance artist relationships with the local military community [Camp Swift], including funding for the exploration of a specific place-based, healing-oriented project. Help in the identification of grant resources to foster those places as part of a comprehensive City of Bastrop "Arts and Health" initiative.
    - National Initiative for Arts and Health in the Military (https://www.americansforthearts.org/by-program/reports-and-data/legislation-policy/the-national-initiative-for-arts-health-in-the-military) The National Initiative for Arts and Health in the Military researches, provides resources, and connections groups and organizations who use art for military health, healing, and well-being.

Creative Placemaking

Implementation Tactic: Use Arts for Wayfinding

Case Study: Arts Alive

Encinitas, CA

- Annual installation of one hundred original art banners along Highway 101
- Banners are sold at auction to support local arts organization and artists
- Wayfinding and placemaking activation economically supports local arts community

Every year, a six mile stretch of Highway 101 in and near Encinitas, CA is brought to life by a hundred works of original banner art by local artists, hung from lampposts. The annual Arts Alive banner project is produced by the 101 Artists' Colony, who organizes the artists call, fabrication, and installation of the artworks. After the banners have been taken down, these original works of art are auctioned off. This is the main fundraiser and source of income for the 101 Artists' Colony. This annual installation and celebration of local arts also serves to keep the local artist community thriving and sustainable.

Partners: 101 Artists' Colony, Leucadia 101 (Encinitas Main Street Association)

Opportunities for Bastrop: Enliven sense of place and wayfinding while also providing high-visibility opportunity for local artists that provides direct financial impact for these creators.



Arts Alive banners in Encinitas, CA

Creative Placemaking

Implementation Tactic: Align with Community Health Initiatives

There is fertile ground and opportunity for developing projects at the intersection of the arts and community health. Look for potential partners in the community health sector.

Case Study: StreetsAlive

Fargo, ND and Moorhead, MN

- Annual cultural festival creates sense of place in downtown
- Event is a public health initiative to support active transportation
- Blue Cross of Minnesota is a primary funding partner
- Partners and organizers tailor festival and marketing to values of the community
- Temporary placemaking activities also build strategic partnerships and cross-sector relationships

Partners: Cass-Clay Alive, Dakota Medical Foundation, City of Moorhead, City of Fargo, Blue Cross of Minnesota (funder)

The annual StreetsAlive festival in Fargo, ND and Moorhead, MN closes off portions of the adjoining downtowns to car traffic for a pedestrian- and bike-only cultural festival that celebrates the community and encourages active transportation, physical activity, and healthy food. The event is part of a public health campaign spearheaded by the organization Cass-Clay Alive (named after Clay County and Cass County) to promote health and safety in schools, child care centers, work sites, and residential communities. The organization applied for funding through Blue Cross of Minnesota, who have earmarked funds for preventative health campaigns. StreetsAlive is about more than just a temporary festival; it's intended to "encourage holistic thinking about healthy living, from better food choices, to more physical activity, to more play," for area residents. Fargo and Moorhead are socially and politically conservative cities, so although the festival is meant to encourage active transportation like walking and biking, organizers were mindful about making sure that the event was not seen as "anti-car" to residents. Rather, the event is promoted as a pro-community and pro-health celebration. The event draws between 6,000 to 8,000 people annually. StreetsAlive activates the downtowns of Fargo and Moorhead, while also tying in shared values – and crucially, funding – from local and state health organizations.

Opportunities for Bastrop: Look for institutional partners in the health profession and community health sector. Pursue opportunities at the intersection of arts and cultural celebration and community health.



Streets Alive Festival

Strategy Three
CREATIVE ECONOMY

Strategy 3: Creative Economy

When Vital Creative Businesses Connect with Rich Cultural Networks

The City of Bastrop knows that it is poised to expand its economic base through the development of its local creative sector, and to go beyond traditional notions of an arts economy that is secondary to, or off to the side of, its regular economy.

Today we can see the creative economy growing when artists form mutually beneficial partnerships with local businesses that help them gain awareness within the community and grow the economy. At the same time we can see segments of the local arts economy, such as film, take a leading role both locally and state-wide. To fully realize the potential of the City of Bastrop's creative economy, the City can develop strategies that both support the larger more informal networks that are at the foundation of the creative community, and create professional development opportunities for local artists that allow them to develop as entrepreneurs within the market economy.

Indicators of a Healthy System

- **Community Investment:** Opportunities for investing financially in the creative community, and growing creative networks are fostered.
- **Continuing Education:** Educational opportunities promote the development of creative residents as arts professionals.
- **Volunteer Growth:** The City's base of volunteers grows its diversity and capacity to support the creation of events and artwork that delight residents and bring in out-of-town visitors.
- **Strong Networks:** Local businesses and the creative community have deep and mutually supportive relationships.



Bastrop's historic Main Street

Strategy 3: Creative Economy

When Vital Creative Businesses Connect with Rich Cultural Networks

Strategic Goals

- **Creative Economy Goal - Fostering Community Investment:** Help to support arts and culture philanthropy within the City by creating fiscal structures and community gatherings that cannot be instituted by individual arts and culture organizations.

- **Creative Economy Goal - Growing Opportunities for Continuing Education:** Help support the formation of local creative businesses, and early career arts and culture entrepreneurs, by creating opportunities for training, technical assistance, and other capacity building measures.

- **Creative Economy Goal - Suporting Strong Networks:** Identify strategic opportunities to provide the technical support needed to ensure strong relationships between the creative and business communities including the creation of artist rosters and small-scale private venues for exhibits and performances..

Strategic Partners

- Art Institute of Austin
- Bastrop Chamber of Commerce
- Bastrop County Office of Art & Cultural Tourism
- Bastrop Independent School District
- Downtown Bastrop
- Local arts advocacy organizations
- New Republic Stuidos
- Main Street Program
- Regional hospitality industry
- Visit Bastrop
- New Republic Stuidos

Strategy 3: Creative Economy

When Vital Creative Businesses Connect with Rich Cultural Networks

Creative Economy Goal 1

Fostering Community Investment: Help to support arts and culture philanthropy within the city by creating the fiscal structures and community gatherings that cannot be instituted by individual arts and culture organizations.

- **Creative Economy Action 1.01:** Create an annual workplace giving and corporate philanthropy day for arts and culture.
    - Arts Giving Day, Greensborough, NC (https://www.greensboro.com/blogs/gotriad_extra/arts-giving-day-aims-to-give-boost-to-artsfund-fundraising/article_985b80e9-4dd2-52e3-8a01-dbbaae95daeb.html) Every year, ArtsGreensboro promotes "Arts Giving Day," a fundraising marathon that in 2017 exceeded its $1 million funding goal for support for artists, organizations, and educators.
- **Creative Economy Action 1.02:** Develop an annual award event for contributions (cash, in-kind, and volunteer) to the City's arts and cultural events and organizations.
    - Amplify Austin, Austin, TX (https://ilivehereigivehere.org/amplify-austin/) Although scaled for the city at larger, Amplify Austin is a well choreographed example of how a community can think of a locally-oriented "giving day."
- **Creative Economy Action 1.03:** Establish a Community Arts Fund that supports local arts and culture initiatives; publicize to the community and encourage donations.
- **Creative Economy Action 1.04:** Explore the creation of an Annual State of the Arts events for Bastrop County, to provide opportunities for community-building and shared learning and to generate interest and create a dialogue and ideas around the arts, culture, and creative industries within Bastrop County.
    - Mayor's Art Award, Seattle, WA (http://www.seattle.gov/arts/programs/mayors-arts-awards) The Seattle Office of Arts & Culture's (ARTS) Mayor's Arts Awards recognize and celebrate the people and organizations that broaden the city's horizons and humanize the city.

Strategy 3: Creative Economy

When Vital Creative Businesses Connect with Rich Cultural Networks

Creative Economy Goal 2

Growing Opportunities for Continuing Education: Help support the formation of local creative businesses, and early career arts and culture entrepreneurs, by creating opportunities for training, technical assistance, and other capacity building measures.

- **Creative Economy Action 1.05:** Develop annual "Careers in the Arts" event in conjunction with the local schools and the local arts organizations to help facilitate local artists and creative professionals to connect middle and high school students about careers in the creative sector.
    - E4Youth, Austin, TX (https://e4youth.org/get-creative/) E4Youth's "Get Creative Clubs" provide early career training for high school students in creative sector work such as audio/video production and visual design.
- **Creative Economy Action 1.06**: Work with the local school system to create a Youth Arts Council to assist in public art projects, engage in mentorship opportunities, and participate in a cohort group to assist in their development within creative industries. Assign teen arts representative to BAIPP and the newly created Arts and Culture Commission
    - BOPA Youth Arts Council, Baltimore, MD (http://www.promotionandarts.org/arts-council/bopa-youth-arts-council) The Baltimore Office of Promotion & The Arts (BOPA) is inviting teen creatives to join the BOPA Youth Arts Council in order for Baltimore's youth perspective to be heard in arts programming and policy.

Creative Economy Goal 3

Supporting Strong Networks: Identify strategic opportunities to provide the technical support needed to ensure strong relationships between the creative and business communities including the creation of artist rosters and small-scale private venues for exhibits and performances.

- **Creative Economy Action 1.07:** Develop a Working with Local Artists training program to help the local business community increase exposure for visual and performing art by local artists in hotels and businesses. Create a directory of participating businesses.
    - pARTnership Movement (http://www.partnershipmovement.org) In 2012, Americans for the Arts launched the pARTnership Movement to provide businesses and arts organizations with the tools they need to create meaningful partnerships that support a healthy, creative, and artistic community, but that also give businesses a competitive advantage.

Strategy 3: Creative Economy

When Vital Creative Businesses Connect with Rich Cultural Networks

- **Creative Economy Action 1.08:** Create a partnership program between for-profits and non-profits where businesses donate time, expertise, and/or services, providing opportunities for businesses to get involved in the creative community. In return, creatives and arts/culture groups offer creative solutions, ideas, and/or experiences to the business.

    - Find a Partner (http://www.partnershipmovement.org/find-a-partner/) Part of the pARTnership Movement program that lays out ideas for how businesses can partner with the arts.

- **Creative Economy Action 1.09.** Help artists to work with the regional hospitality industry by developing a master list of teaching artists and creative facilitators who can help to highlight Bastrop through targeted art classes at different locations.

Creative Economy

Implementation Tactic: Foster Connections

Cities have an opportunity to act as matchmakers between arts professionals and local businesses and organizations in need of their services. Online directories of artists and professional opportunities are an impactful way to organize and broadcast information about the local arts economy, encouraging and fostering professional relationship building.

Case Study: Seattle, WA Office of Arts & Culture Opportunities Page and Mercer Island, WA Artist Directory

- Seattle's Office of Arts & Culture hosts an updated page of professional opportunities for artists
- Mercer Island, WA's website hosts an Artist Directory that can be browsed by local businesses and individuals

Partners: City arts department, local professional artists, local businesses and organizations



Mercer Island art show

Cities and towns around the country are experimenting with different ways to link professional artists with businesses and organizations who need their services. The Seattle Office of Arts & Culture "Opportunities" page is a "one-stop shop" for arts-related jobs, funding, and training opportunities for working artists. The site features a directory of current opportunities for artists and arts organizations, as well flexible search parameters, allowing artists to search for different types of opportunities.

The City of Mercer Island, WA has taken the opposite approach: The Mercer Island Artist Directory is an index of professional artists in Mercer Island, featuring examples of work, professional experience, and contact information of registered artists. Businesses and organizations who wish to work with artists can browse the directory and reach out directly to artists.

Opportunities for Bastrop: Work with local businesses and artists to develop a directory of Bastrop businesses, artists, or both, in order to develop opportunities, communication, and sustainable professional relationships between these communities.

Creative Economy

Implementation Tactic: Provide Technical Assistance

Provide resources, guidance, and training for artists.

Case Study: The Contemporary Austin - Creative Capital "Strategic Planning" Professional Workshop

Austin, TX

- Philanthropic organization facilitates gatherings for artist professional development
- Offers in-person and online workshops on a variety of topics
- Artists develop a variety of career-building skills
- Emerging creative professionals are mentored by established artists

Partners: The Contemporary Austin, Creative Capital, Herradura Tequila (sponsor)

The philanthropy Creative Capital supports artists through artist career development gatherings, peer-to-peer learning initiatives, and funding. In 2015, Creative Capital hosted a "Strategic Planning" workshop at the Contemporary Austin. At this one day gathering, artists were guided through conversations and activities designed to develop skills such as balancing time and money, creative a business plan, financial planning 101, and communication and marketing techniques. The workshop also provided opportunities for emergent artists to have conversations with established artists and learn from their experiences. Creative Capital workshops expose artists to useful, practical skills for creative career development. The events provide opportunities for making connections with established artists, other stakeholders and gatekeepers, and peers. Creative Capital offers both in-person and online workshops.

Opportunities for Bastrop: Work with specialized organization to host training for Bastrop artists tailored to the specific needs of the community.



Contemporary Austin Creative Capital "Strategic Planning" Professional Workshop

Strategy Four
CULTURAL INCLUSION

Strategy 4: Cultural Inclusion

Creating a Broad Tent that Fits Everyone

As human beings, we all have a need to express ourselves. Ensuring that every person has access to creative venues, while also promoting a city's expression of its own distinct history and identity, is an essential function of cities today. Artists have unique tools and talents that can provide insights into the city's collective history. By taking a leadership role in promoting numerous cultural legacies, the City of Bastrop can help to widely share and celebrate these historic assets.

One of a city's greatest assets is also the ability of all residents to take part in the creation – and re-creation – of its own stories, histories, and understanding of their unique place and environment. Harnessing the power of the arts to create vital experiences that residents and visitors can connect to socially, emotionally, and imaginatively, ensures that the city can maintain its sense of authenticity and the ability of all residents to take an active role in creating and experiencing an ever-deepening sense of place.

Indicators of a Healthy System

- **Neighborhood Stories:** Local history and narratives are woven into the physical and programmatic fabric of the City. (Example: Bastrop History and Vistor's Center recent "Freedom Colonies" exhibit.)
- **Learning Access:** Arts and culture education opportunities exist for supporting the life-long development of residents' capacity for creative expression.
- **Broad Tent:** City and organizational policies reflect the need to create a broad and inclusive "tent" so that all residents may partake in programs, events, and planning for the physical realm.



Bastrop AIPP transformer mural

Strategy 4: Cultural Inclusion

Creating a Broad Tent that Fits Everyone

Strategic Goals

- **Cultural Inclusion Goal - Telling Local Stories:** Enable local residents to create neighborhood-specific visual and performing arts and culture experiences.

- **Cultural Inclusion Goal - Providing Arts Education Access:** Ensure that City of Bastrop residents - both youth and adults - have access to arts and culture learning opportunities.

- **Cultural Inclusion Goal - Ensuring Broad Tent:** Ensure that the full demographic range of Bastrop residents are able to have access to arts and culture opportunities, and are represented in arts and culture decision-making bodies.

Strategic Partners

- Arts educators
- Bastrop Art in Public Places
- Bastrop Main Street Program
- Bastrop Museum and Visitor Center
- Bastrop Independent School District
- Bastrop Opera House
- Boys and Girls Club
- local arts and culture organizations
- Local arts education providers
- Local business and development leaders
- Local neighborhood leaders
- Lost Pines Arts Center
- Regional centers of higher education
- YMCA

Strategy 4: Cultural Inclusion

Creating a Broad Tent that Fits Everyone

Cultural Inclusion Goal 1

Telling Local Stories: Enable local residents to create neighborhood-specific visual and performing arts and culture experiences.

- **Cultural Inclusion Action 1.01:** Create a neighborhood arts grant program to provide seed money and formalize a technical assistance program to help local volunteer groups to create visual arts installations and projects.

    - Berlington City Arts Community Fund, Burlington, VT (https://www.burlingtoncityarts.org/BCACommunityFund) The Burlington City Arts Community Fund supports local artists and organizations with $35,000 in primary funding from the city, as well as additional fundraising and gives local artists grants of $3000 to create community based art projects.

- **Cultural Inclusion Action 1.02:** Provide technical assistance to neighborhood-based organizations working to develop hyper-local cultural activities and support neighborhood leaders to plan for small-scale neighborhood arts and culture events.

- **Cultural Inclusion Action 1.03:** Work with the City's different arts organizations to create a Bastrop Stories initiative that captures diverse stories around the city and captures them in interpretive plaques as well as online portals.

    - Our Austin Story (http://www.downtownaustin.com/daa/ouraustinstory) Our Austin Story is a comprehensive interpretive strategy for several of Austin's most historic public spaces. The program documents the stories of the people and places who shaped these important civic spaces and offers an important framework for celebrating, expressing and growing with respect for Austin's diverse heritage.

Cultural Inclusion Goal 2

Providing Arts Education Access: Ensure that City of Bastrop residents - both youth and adults - have access to arts and culture learning opportunities.

- **Cultural Inclusion Action 1.04:** Create an Arts and Cultural Commission Education Workgroup to work with local school districts, higher education institutions, private schools, non-traditional education groups, and others to collect available data and identify where there are gaps with outside-of-school arts programs and potential partners that can help to fill those gaps. Examine data on both an annual and seasonal basis to account for the school calendar.

Creating a Broad Tent that Fits Everyone

- **Cultural Inclusion Action 1.05:** Work with BISD and arts providers to develop partnerships that focus on the creation of a Community Arts Learning Plan, promotes lifelong learning in the arts, and identifies and reduce gaps in arts learning opportunities for students, adults, seniors, etc.,
    - CPS Arts Education Plan, Chicago, IL (https://www.ingenuity-inc.org/cps-arts-education-plan) Although focused on school-based solutions, the Chicago Arts Education Plan gives a good outline for strategic ideas and essential questions to ask when thinking about a Bastrop-specific initiative.
- **Cultural Inclusion Action 1.06:** In response to public demand, work with higher education organizations in the region, and The Art Institute of Austin to identify opportunities for art and design students to teach classes at City of Bastrop/BISD facilities and assist the colleges/universities with locating applied learning opportunities that can help bridge gaps in life-long arts education.

Cultural Inclusion Goal 3

Ensuring a Broad Tent: Ensure that the full demographic range of Bastrop residents are able to have access to arts and culture opportunities, and are represented in arts and culture decision-making bodies.

- **Cultural Inclusion Action 1.07:** Create an "Access to the Art" program and seek opportunities to expand scholarships, subsidies, and passes for seniors and other groups identified as having financial barriers to arts and culture access.
    - Universal Access & the Arts, Raleigh, NC (https://www.raleighnc.gov/parks/content/Arts/Articles/UniversalAccess.html) In 2015 the City of Raleigh Arts Commission and United Arts Council of Raleigh and Wake County partnered on a new initiative to increase the engagement of people with disabilities in the arts. The Arts Learning Community for Universal Access consists of arts and cultural organizations that collaborate to advocate for and improve access to the arts for deaf and disability community members.
- **Cultural Inclusion Action 1.08** Ensure that the Bastrop Arts and Culture Commission and the Bastrop Art in Public Places Panel reflect Bastrop's diverse culture, age groups, and arts and culture expertise.
- **Cultural Inclusion Action 1.09:** Explore the creation of a Diverse History framework for the first few years of the new Bastrop Art in Public Places work that focuses calls for local art work to help narrate the diverse histories of the Bastrop region and celebrate the contributions of Bastrop's many cultural communities.

Cultural Inclusion

Implementation Tactic: Celebrate Cultural History

Case Study: "We Are Portland"

Portland, OR

- Initiative educating residents on how to create family portraits
- Inclusive opportunity for residents from different backgrounds
- Community building between dissimilar groups
- Grassroots outreach utilized and strengthened community organizational and social networks
- Reflected and celebrated Portland's growing diversity

Partners: My Story (non-profit), Portland Mayor's Office, Our Town (grant), neighborhood organizations and schools

Portland, OR has become steadily more diverse in the 21st century. In response to this shift, the arts non-profit My Story spearheaded a project intended to showcase and celebrate the changing face of Portland, while providing opportunities for community building between different cultural pockets and populations. For My Story's "We Are Portland" project, the group facilitated bringing community members together to learn how to create family portraits. Many families came to the event series dressed in traditional wardrobe. The photos produced provided an object of value and meaning to participants. My Story collaborated with the Mayor's office to make connections in local communities for different event sessions. Community organizations and schools were key partners for getting the word out about these events. Through the "We Are Portland" project community members were able to celebrate their own families and heritage. Equally exciting, families from different cultural backgrounds came face to face with each other's values and traditions; conversations and exchanges were sparked. Altogether, the collection of family portraits reflects and celebrates the growing diversity of Portland.

Opportunities for Bastrop: Pursue inclusive arts opportunities that allows Bastropians of all backgrounds to celebrate both their own culture, and also learn about and celebrate each other's cultures.



"We Are Portland" family portraits

Cultural Inclusion

Implementation Tactic: Involve Youth

Projects that involve and center young people provide create an opportunity for neighborhood beautification, innovation, education, and community building.

Case Study: Whittier Neighborhood Mural Project

Sioux Falls, SD

Partners: Students, educators, Sioux Falls Arts Council, City of Sioux Falls, Department of Parks and Recreation, Arts Council, residents, community leaders, Whittier Residents Association, local artists

In the Whittier neighborhood of Sioux Falls, SD, a barren wall in the public park that served the city's most diverse neighborhood had become a site for graffiti. Whittier Middle School teacher Lela Himmerich asked to class to imagine what could be done to improve the park, a project which they took to with great enthusiasm, researching and developing a series of proposals. The students presented a proposal for a mural to city staff and the Sioux Falls Arts Council, who at the time was also considering ways to improve the park. The Arts Council responded positively to the students' idea that a mural would activate the space and serve as a beacon and symbol for the community. The Arts Council worked closely with the eighth graders to procure the support of the mayor and the Department of Parks and Recreation. Residents and community leaders were also consulted through an extensive outreach effort. A call-for-artists produced muralist Dave Loewenstein, who guided the design and fabrication during a 56-day residency. Over 250 students and residents directly participated in helping paint the mural. An Arts Council Member remarks that "the mural was a vehicle" for community empowerment, value sharing, and civic participation. "It gave the neighborhood space to think about itself." Since the mural was installed, the graffiti has not returned to the park. This idea, which began with the initiative and imagination of an eighth-grade class, improved Whittier park and brought neighborhood residents together.

Opportunities for Bastrop: Develop initiatives that center young people in the activation of underutilized public space. The mural wall concept in Sioux Falls is an example of the way that youthful energy and imagination can drive impactful neighborhood change. Partner with local schools and educators to develop these opportunities.



Whittier Neighborhood Mural Project



Implementation



Bastrop County Courthouse

Building New Civic Structures

A New Arts and Culture Commission

As the City of Bastrop grows, its municipal structures for supporting arts and culture must grow as well. The City has benefited for decades from the tremendous labor of individuals within the community who have been capable stewards for many local arts organizations and institutions. Now however, the growth of the City and its vision for the future, requires the creation of more formal civic infrastructure that can shepherd its vision and help harness the full strength of the arts and culture sector..

This plan recommends is the creation of a City of Bastrop Arts and Culture Commission. Appointed by the Mayor, the Commissioners will apply their diverse experience in culture and creative life, and assist with meeting Bastrop's goals related to arts and culture. The Commissioners will have the option of serving on specific Workgroups that might

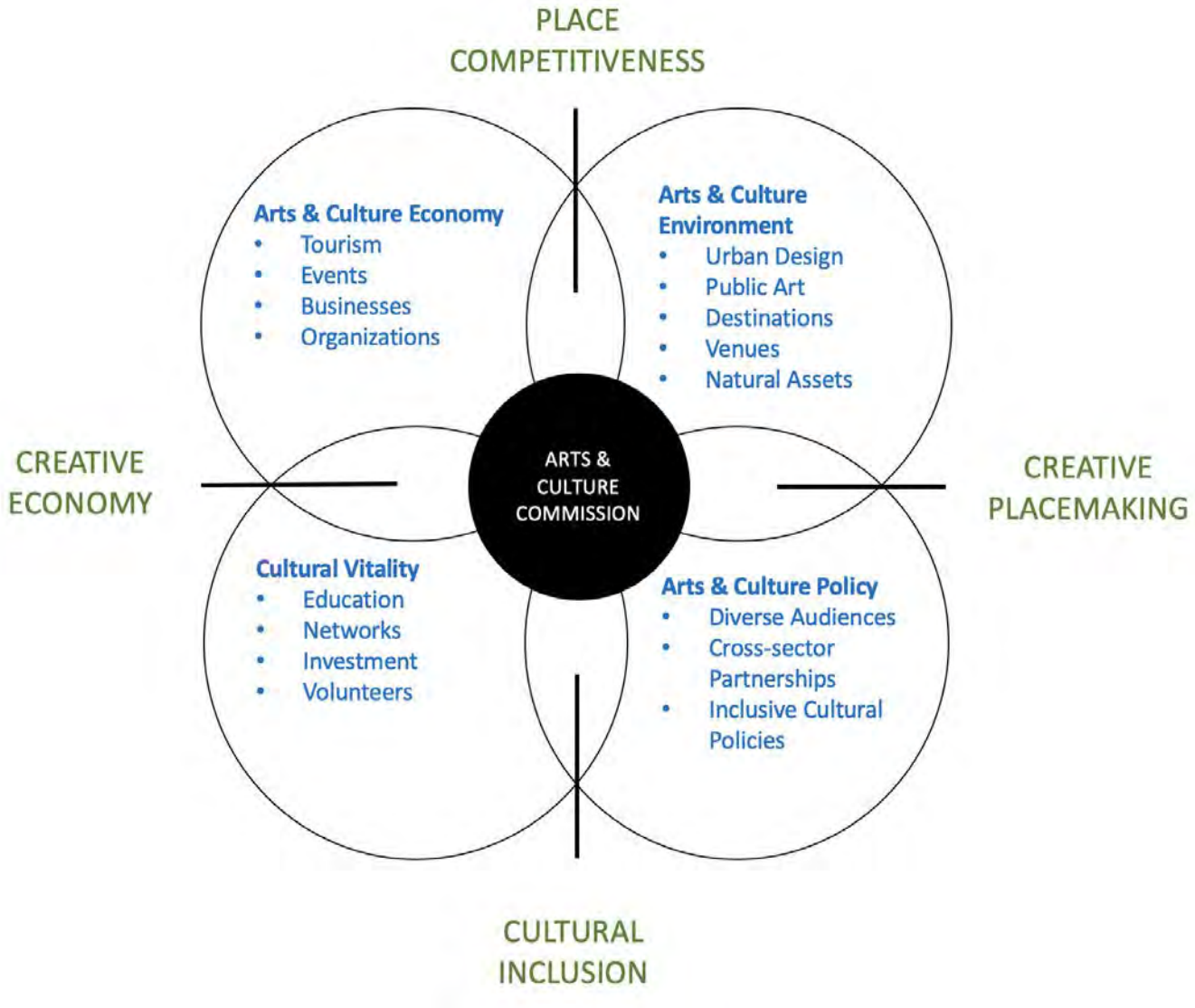


Diagram of "Civic Center" of Bastrop's Art Ecology

include such tasks as reviewing and recommending funding on community grants, or convening and steering a community conversation about arts education. By identifying targeted activities that support the City's development of arts and culture sector, and connecting residents with those efforts, the Bastrop Arts and Culture Commission will serve an important role of continually reassessing the City's goals and strategies for the arts.

The future Arts and Culture Commission will need to establish early on its relationship to the City of Bastrop Film Commission. In the coming years, the film industry is likely to grow rapidly within the Central Texas region and it will be important for the City of Bastrop to stay abreast of film industry needs. Balancing that concern, It will also be important for the City to consider the amount of burden it places on staff to support its different commissions.

Specific areas for the Arts and Culture Commission to explore in its early formation include:

- How the composition of the Arts and Culture Commission can work to represent a balance of both the wide range of communities within the City and the diversity of the creative sector.
- How Arts and Culture Commissioners may consider serving on other boards and commissions in order to keep the "arts 'at the table" in early conversations about projects and program developments across the City's different departments.
- How posting meeting minutes, or other means, can serve to keep the larger creative community informed about developments within City related arts policy discussions.

New Roles for an Evolving Landscape

Within the Cultural Arts Master Plan, there are numerous recommendations that will take the City in new directions. As they prioritize recommendations and shepherd through new ideas, Commissioners will be asked to explore ideas for collaboration with other City departments and community partners. Yet, at this stage, it is recognized that not all of the pieces of the puzzle can be known up front; specific details for what will become an annual Commission Work Plan will need to be created directly by the Commission members.

Many of the action items include a directive such as "explore, develop or launch." Over the next ten years, these action items have the potential to be crafted into initial pilot programs that can incorporate best practices from the arts and culture sector. Throughout planning and implementation, results-oriented evaluation practices should be utilized to assess outputs and ensure that the outcomes measure up against the original programmatic goals.

It is recommended that the City's Arts and Culture Commission report to the City Council annually to provide an update on the Cultural Arts Master Plan's progress, launch new action items and request financial support. This incremental approach will assist City Council members in staying current on recent developments and provide feedback in supporting arts and culture as a core value in Bastrop.

New Roles: Provider, Leader, Connector, Partner

During the creation of the Cultural Arts Master Plan, it also became apparent that the City of Bastrop needed to take on new roles that expand upon its current role of being a Provider of public art. These expanded roles mirror the roles being taken on by cities across the United States and they look to harness the power of the local government in order to create a more vibrant arts and culture destination.

Under the guidance of the Arts and Culture Commission the City will evolve from Provider of public art to the broader functions of being a **Connector, Leader** and **Partner**. These four roles factor into each objective but come into play in different combinations.

- **Connector:** as a Connector, the City will look to use its position within the region and between local organizations to ensure that the right actors are coming to the table to create cross-disciplinary projects. Bringing together stakeholders from the arts, real estate, health, and other sectors can ensure that the City is meeting best practices for Creative Placemaking initiatives.

- **Leader:** as a Leader the City will help to set the direction on local and regional discussions through the venue of the Arts and Culture Commission and in dialogue with the Mayor and Council. Given the City of Bastrop current standing as a regional arts leader with its strong base of arts and culture instutions, it will be important for the commission to continually foster opportunities to lead conversations on how different interests can work together to help local arts and culture economies thrive.

- **Partner:** as a Partner the City will look to frame its funding initiatives in terms of their ability to either leverage additional outside resources, or build capacity for local artists and arts agencies.

Proposed Arts and Culture Commission Structure The new Arts and Culture Commission will be appointed by the Mayor and should seek to identify 5-7 individuals who are both representatives of Bastrop's different coommunities as well as representatives of the broad spectrum of the arts and culture community of the City. Key areas of representation to consider include:

- Bastrop Art in Public Places
- Bastrop Opera House
- Bastrop Independent School District
- Film
- Music
- Bastrop County Historical Society
- The Art Institute of Austin
- Lost Pines Arts Center
- Parks Board
- Culinary Industry
- Main Street Board
- Visit Bastrop Board
- Arts and Culture Administrator
- Cultural Creative Artist/Organization

Bastrop Art in Public Places

The City of Bastrop is fortunate to have a dedicated and talented cadre of local volunteers that created and developed the Bastrop Art in Public Places program. Serving in an advisory role to the City Council, BAIPP carries the vision of *creating an environment where the City of Bastrop is locally and nationally recognized as an art and cultural center.* To reach this vision, and its concurrent mission of *increasing awareness and appreciation of art, as well as increase civic pride through the display of art in the City,* BAIPP is following the following mission, vision, and goals:

Proposed New BAIPP Structure. To help the City grow in its system of local governance for its creative sector, it is recommended that BAIPP adopt a municipal public art program structure that is tied by specific percentage to the City's capital improvement projects (CIP). The newly structured BAIPP Panel would be establied through the creation of a Percent for Art ordinance and function as a reporting Advisory Panel to the newly created Bastrop Arts and Culture Commission. This structure will allow the panel to focus its efforts on the development of visually-based public art, and not take on the additional tasks of shepherding through the other policy and program recommendations that are part of this plan.

This new CIP-related public art process would allow the current BAIPP efforts to continue in their same goals which are listed as:

- Use the display of public works of art to further the Bastrop community's sense of civic pride.
- Use the display of public works of art as an educational opportunity for the public, as well as to enhance art education with artists in the community and beyond.
- Contribute to cultural tourism.
- Support diversity through art.
- Make art accessible to all individuals, including those with special needs.
- Encourage early collaboration on civic projects with design professionals and artists.

The advantage of the new structure is that it would remove the funding source from (often mercurical) HOT fund allocations and make a clear link in the public mind about why specific art projects are being created - namely, in support of new, publically accessible, municipal capital improvement projects.

List of Initial Recommendations

- Arts and Culture Commission Action: Explore the implementation of a Public Art Policy that pulls from traditional models of municipal public art programs and allocates 0.5 - 2% for capital projects for the creation of public art work throughout the City.
- BAIPP Action: Once a Percent for Art program is established, have a BAIPP representative take part in preliminary concept development conversations about upcoming capital improvement projects in order to ensure art has an appropriate "place at the table" for all City projects.

Establishing an Art in Public Places Percent for Art Ordinance

Percent-for-art programs were first utilized in Philadelphia in 1959 and have since grown to over 350 nationwide. Because of their strong presence there are numerous resources that can help the newly formed Arts and Culture Commission craft the appropriate language needed to create a Percent for Art ordinance:.

National Assembly of State Art Agencies. The NASAA has a listing of Percent for Art programs from all 50 states with links to their programs, funding sources, and artist selection processes: https://nasaa-arts.org/nasaa_research/state-percent-art-programs/

The Maine Arts Commission: MAC was one of the early adopters for Percent for art programs and today their website holds a rich array of resources including flowcharts for Percent for Art Programs: https://mainearts.maine.gov/Pages/Programs/Public-Arts

Portland, OR Percent for Arts Guidelines: A strong and clear example of a Percent for Art Ordinance was created by the City of Portland, OR. This specific ordinacecan be found in the appendix. https://racc.org/wp-content/uploads/2016/01/Percent-for-Art-Guidelines.pdf

It is also recommended that the City of Bastrop engage in conversations with other near-by municipalities about their own public art ordinances. Because such programs are enabled by different state-level legistlation and each state has different specific langauge around HOT fund allocations, such conversations with "neighbors" can be helpful in crafting ordinance langugage that has met the test of time within the State of Texas.

In the Future

Once a Percent for Art public art program is established and underway, BAIPP members can begin to look for additional opportunities to extend the program's reach. Some of ways in which public art can potentially contribute to larger City of Bastrop goals include the creation of:

Iconic Artwork. Iconic artwork is significant, large-scale permanent artwork serving as defining landmarks at major gateways, at civic centers, and on major boulevards and intersections. The presence of the Deep in the Heart Art Foundry make the exploration of this type of work a strong opportunity for the City to celebrate its local talent.

Wayfinding Artwork. Wayfinding artwork is permanent artwork located in active vehicular and pedestrian intersections. It serves to connect key locations and enhance pedestrian circulation. As efforts to develop the Downtown and Chestnut Street corridors continue, public/private partnerships can be sought to bring in more public art in the service of wayfinding.

Neighborhood-Identity Artwork. Neighborhood-identity artwork is located in neighborhood centers and parks where people congregate, interact and engage in social activities. The artwork augments a sense of neighborhood identity and signals a community gathering place. As the City of Bastrop works to create opportunities for creative and cultural expression for a wide-range of residents, BAIPP members can find inspiration from many public art programs across the United States that create large and small opportunities for neighborhood-level expressions of place.



Larryland's Pickin' on the Porch

Funding Strategies

Funding Strategies For The Arts And Culture Sector

To help support the arts and culture sector, local governments can raise raise funds through 1) property, sales, and other taxes, 2) charges and fees, and 3) grants from both public and private sources.

As the City continues developing long-term sustainable funding streams for its growing creative sector, it will most likely also seek to identify additional dedicated funding streams. Other jurisdictions have been successful in creating citizen ballot initiatives that allocate a particular percentage of property or sales tax to fund arts and culture. However, given the State of Texas' most recent legislation that creates a requirement that municipalities hold an election if they wish to raise 3.5% more property tax revenue than the previous year (Senate Bill 2, Texas Property Tax Reform and Relief Act of 2019), the idea of tapping into possible tax increases for the arts and culture sector is not a strong option for the City of Bastrop.

Fortunately, the City has access to robust Hotel Occupancy Tax (HOT) funds which support its Visit Bastrop and larger tourism efforts. In addition to these HOT funds, the City can also explore additional ideas around increased fees and pursue public / private partnerships that can help bring in additional philanthropic dollars.

Hotel Occupancy Tax. Because of the direct link between successful tourism and a dynamic and vibrant arts and culture sector, the Texas Legislature authorizes municipalities to dedicate up to 15% of Municipal Hotel Occupancy Tax to, "... the encouragement, promotion, improvement, and application of the arts." Currently, the City of Bastrop supports Bastrop Art in Public Places and its programming through the HOT taxes. With the goal of creating a more sustainable and scalable public art program, this report recommends establishing a more traditional Percent-for-Art program (see below for more details).

Item of Note: Recently the HOT funds enabling legistlation has removed "heads in beds" language from the statute. This change allows municipalites to extend the reach of their HOT funds to non "overnight stay" types of offereings. Many municipalities (such as nearby Austin, TX) have used these broader understandings to create more neighborhood-based arts and culture programs that can foster creative expression and enjoyment for both residents and visitors. A future workgroup of the Arts and Culture Commission could be formed to meet with Texans for the Arts to explore future small grants programs for local artists and/or community groups that would be administered by the Commission and funded with HOT funds. (Texans for the Arts work closely with the Texas Hotel Lodging Association and will soon be jointly releasing a "Tool Kit" which will provide municipalities, arts organizations, and the convention and hotel venues with new ideas, best practices, and how-tos, in order to ensure that municipalities are meeting the legislative intent of investing tax dollars to promote the arts and cultural tourism and contributing to positive economic growth in their area.)

It should also be noted that 2017 the State Legislature passed Senate Bill 1221 with the intent of increasing local government transparency. To comply

with Tax Code Section 351.009, municipalities that impose a municipal HOT must now annually report their tax rates and revenue amounts, including the percentage of revenue allocated for specific uses, from the preceding fiscal year. See the following for further details:

https://comptroller.texas.gov/transparency/local/hotel-receipts/

1% for Public Art Policy. One of the primary recommendations of the Cultural Arts Master Plan is that the City look to establish a more traditional Arts in Public Places Program tied to capital projects. While municipal funding for public art can come in many differnt shapes and forms, one of the most often created forms is one that allocates 0.5% - 2.0% for public art. One of the benefits of creating a traditional Arts in Public Places program is the fact that program funding is tied to City budgets. Thus as City projects grow in scale and location, so do the funds available for public art.

[More detailed background information on how the City of Bastrop can established public art percentage program can be found on page 73 and in the report appendix.]

Fees for Service. Additional funding sources can come through potential earned income through fees for services (such as art camps) and admission to City events. As the City looks to develop strategic partnerships that can support the creation of a broad range of programs and services, such as after-school art programs for school children, potential fee for service models can be explored.

Potential Longer-Term Dedicated Revenue Sources. Focused on the creation of special taxing districts or specific sales tax levies, these taxes require state legislative authority. However, one caution with tax levies: The use of these levies for arts and culture funding, especially sales taxes, can have a regressive impact on low-income families unless exemptions or other policies are adopted to minimize the impact on these families.

One example of a voluntary tax done in collaboration with other sectors is Cedar City, Utah's RAP Tax. Taxpayers voted in the RAP Tax (Recreation, Arts and Parks) in 2004 for an additional one-tenth-of-one-percent sales tax levied on all purchases within the City. Revenues are allocated equally between recreation, arts and parks. Initially the tax levy was for a seven-year term but state law has expanded that timeframe to ten-year renewable cycles. The most recent renewal was in 2014 and was supported by more than 67% of voters.

https://www.cedarcity.org/DocumentCenter/Home/View/267

Another example of an arts and culture tax is the county level cigarette tax in Cuyahoga County, Ohio, which helps to support the arts and culture sector in Cleveland. The county ordinance places a one-and-a-half percent tax of every pack of cigarettes sold in the county. In 2015, a vote was taken to renew the county's ordinance and passed by 75.2% – a higher margin of support than any other county issue in the decade since its inception, the tax has provided between $15 million and $20 million

annually, although that amount is decreasing given the fact that the number of smokers is currently declining.

https://tinyurl.com/y79e64gb

The cultural sector can also look to ideas from other sectors such as parks and the environment that historically have received additional funding from specific (often voluntary) fees added onto City utility bills. Recently these types of fees have also been targeted towards arts and culture as well. One specific program is in Belle Plaine, Minnesota where the Belle Plaine Parks Board and City Council have sought additional ways to support youth recreational and community programming. To help bolster general funds that go towards grants assisting in registration costs for youth activities, they have created the Round-Up Program. It gives utility billing customers the option of "rounding up" their utility bill to the nearest dollar. The funds gathered from the program go directly towards the Youth Activity Grant Program.

http://www.belleplainemn.com/utility-bill-round-program

In another example from Cedar Park, Texas, the local Parks, Arts and Community Enrichment (PACE) Advisory Board is funded in part by a voluntary monthly donation on City water utility bills. Residents set the amount and all funds are directed towards the public art program.

http://www.cedarparktexas.gov/Home/ShowDocument?id=3891

Additional Funding and Financing Opportunities

The potential partnerships outlined within this plan are at the heart of what many current state and national funders – such as the National Endowment for the Arts – are seeking to support. Looking to identify projects that function inside and outside traditional spheres of artistic production, national, state and local funders often support communities that can leverage arts and culture to help achieve goals in areas such as the environment, health and transportation.

One of the primary implementation recommendations is to provide the services of a grant writer that would help an Arts and Culture Commission Workgroup more fully develop an overall strategy for arts and culture grants and create the initial round of applications. The goal for the initial grant cycle would be to fund specific programs and develop the administrative tools needed to identify, write and administer joint public/private arts projects on an on-going basis in the future. For example, the Arts and Culture Commission Workgroup could help to find cross-sector funding for a community health initiative that would bring together City of Bastrop Parks, the local YMCA, and the three local arts and culture organizations in an effort to both improve the local trail system and animate it with arts and culture events that could encourage movement and community connections.

As the Workgroup surveys the local, state and national funding landscape, it is important to note that specific grants will most often not cover annual operating costs. They will however be able to help with the funding of capital projects, and seed funding and cross-sector placemaking projects that can bring many local partners to the table and leverage other community improvements. One source of creative placemaking funding is the National Endowment for the Arts Our Town program[4] and the Art Works program[5], both of which have funded numerous Texas cities. For a comprehensive set of Our Town program examples see the Exploring Our Town website[6].

It is also important to note that, as the City and its supporting organizations embark upon the development of a larger arts funding strategy, opportunities can be sought outside of the arts world and traditional arts-based funders. In the same way that the National Endowment for the Arts and the Texas Commission on the Arts seek to fund cross-sector partnerships that bring artists into community development contexts, many funding agencies that traditionally support other

[4]National Endowment for the Arts Our Town program: https://www.arts.gov/grants-organizations/our-town/introduction

[5]National Endowment for the Arts Art Works program: https://www.arts.gov/grants-organizations/art-works/grant-program-description

[6]National Endowment for the Arts Exploring Our Town website: http://arts.gov/exploring-our-town

[7]The Americans for the Arts Transportation Enhancements: https://www.americansforthearts.org/sites/default/files/pdf/get_involved/advocacy/TransportationGuide07.pdf

disciplines and other sectors can also be tapped for arts support. One such example can be found in the area of transportation, where funders are now realizing the important role that the arts can play in creating visual enhancements, community outreach and project ideation. For example, the Americans for the Arts offers a guide on federal funding for arts-based Transportation Enhancements[7]. Additionally, Transportation for the Arts, a transportation advocacy group, has written a Creative Placemaking Field Scan[8] and started State of the Art Transportation Trainings[9], in which communities receive tailored technical assistance to equip themselves to utilize arts, culture and other creative approaches for solving specific transportation problems.

Recent TCA Opportunities. In the recent Texas Legislative session additional funds have been allocated to the Texas Commission on the Arts budget. These additions include $10 million for TCA's "Cultural District" grant program as well as a new appropriation of $250,000 for TCA's new arts-and-military initiative as part of Arts Respond / Health & Human Services.

Partnership Contributions. The collaborative relationships created within cross-sector initiatives can also help bring additional resources to City efforts such as volunteers, sponsorships, in-kind donations and additional staff support. As the Cultural Arts Master Plan continues to be implemented it will be important to foster strong ties with the private sector, which has traditionally served in a major support role for cultural organizations. Bastrop is fortunate to have a business sector that understands the critical importance of arts and culture for creating the vital and authentic sense of place. This existing support should be further cultivated through the creation of strong ties between the Arts and Culture Commission and the Economic Development Corporation along with fostering support and recognition for the critical role that arts and culture play within private sector networks.

[8]Transportation for the Arts Creative Placemaking Field Scan: http://t4america.org/maps-tools/creative-placemaking-field-scan/

[9]Transportation for the Arts State of the Art Transportation Trainings: http://t4america.org/creative-placemaking-workshops/

Private Development Incentives and Fees

Given the dynamic and interconnected nature of the arts and culture sector to the larger economy, general support for the creative economy sector is critical for the growth and sustainability of arts and culture within Bastrop. The City can play an important role in fostering relationships between the creative economy sector and private sector industries. These relationships can take many forms including philanthropic support, partnerships, in-kind donations and project staff support. Additionally, the City can implement specific policies that will help to steer private investment towards the support of the creative economy sector.

Create an Arts in Development policy. This policy would outline parameters for private developers when they incorporate artwork into new large-scale residential, commercial and institutional projects. Although it would be voluntary, the policy can help to frame the language used in conversations between the City and private developers looking to place artwork or sponsor ongoing arts and culture events within their own developments. The policy should address a strategy for creating art on private development sites, proposed contribution (typically 0.5-2%), definition of appropriate public art, artist selection criteria and project selection criteria.

- Example of City of Suwanee: http://www.suwanee.com/pdfs/public%20art%20developer%20guide.pdf

Offer development incentives. The City of Bastrop can also encourage the identification of specific arts and culture contributions (such as public art or ongoing support for temporary displays or performances) as part of Community Benefit Agreement (CBA) conversations for future in-fill projects. CBAs require new developments to be in conversations with neighborhood organizations and identify tangible benefits for residents who live near a project, before the City offers tax incentives or other development supportive services.

- National CBA examples: http://somervillecdc.org/sites/default/files/scc-minimal/files/national_examples_of_community_benefits_agreements_cbas.pdf

Sponsorship of events and programs. The City of Bastrop can create a corporate marketing partnership policy that enables corporate entities to support City programs, events and services while generating exposure for their brands among city audiences. These specific policies can be reviewed as part of a larger effort to identify new and creative funding streams for the programs and initiatives directed by the Arts and Culture Commission. To tailor the policy to the needs of the Bastrop's creative community, the policy can be reviewed and compared to best practices of larger scale arts and culture organizations for the sponsorship and underwriting of artistic productions.

- Carlsbad, CA Corporate Marketing Partnership Policy: http://edocs.carlsbadca.gov/HPRMWebDrawer/RecordHTML/392427

Naming Opportunities. The naming of specific venues can be another way that the City of Bastrop can enter into supportive relationships with private individuals or organizations. Traditionally, naming policies review geographic, historical and other culturally significant criteria to ensure that discussions on the naming of civic assets reflects the desires and norms of the community. The City's Naming Rights Policy can be examined to ensure that it is tailored to meet the opportunities that may present themselves within the development of the City's creative sector.

- Carlsbad, CA Naming Rights Policy: http://edocs.carlsbadca.gov/HPRMWebDrawer/RecordHTML/392299

Working with Outside Developers for Live/Work Spaces. As cited earlier, city residents wish to encourage arts and culture and enhance community character and historic resources within the downtown area. Arts and culture can be a key component in developing this strategy, particularly with the development of affordable live/work housing for local artists. Often unable to afford both residential and studio space, artists may need to live outside of the areas that would benefit most from their presence. The development of affordable live/work artist housing can thus help to support both the creative community and the local community in having access to rich traditions of cultural and expression within their neighborhood. However, the development of affordable spaces for artists is complicated and it is recommended that the City of Bastrop reach out to experienced and respected national organizations such as ArtSpace, to learn how to best create workable strategies for larger scale projects. In the iterim, a working group of the Arts and Culture Commission can be charged with gathering local stakeholders to investigate the creation of short terms (6 week) pop-up lease agreements for visiting artists and arts vendors.



Bastrop Opera House production

Next Steps

The Bastrop Cultural Arts Master Plan is based on the understanding that the strongest long-term effects can be created through partnerships between the City and the community. While the City, through the Arts and Culture Commission, will take the lead for most of the action items, it cannot bring the community's long-term vision to life without the involvement of the business community, artists, arts and culture organizations, schools and neighborhood residents. The actions that form the foundation of the plan came from input by Bastrop residents. It is with their energy, ideas and passion that the City can see those visions come to life.

Primary Implementation Recommendations

Although there will be some need for additional staff support for the proposed Arts and Culture Commission, the majority of recommendations within this plan can be addressed by the strong volunteer based found within the City. As the City continues to grow and the Percent for Art program develops, funds will become available for increasing the city's staff capacity around its arts and culture development initiatives. In the future, the growing understanding about the role that arts and culture plays within the local economy will require re-evaluating and expanding the staff structure in order to meet the demands for growing and supporting the local creative community.

Recommended Operational Strategies

- Create an Arts and Culture Commission's annual workplan.
- Schedule an annually occurring presentation by the Arts and Culture Commission to the City Council recapping progress on the Cultural Arts Master Plan and detailing next year's annual workplan
- Utilize an incremental approach to address the action items by requesting specific annual funding for the next set of projects and priorities through the City's budget process.
- Recommend that staff explore the potential for creating both a Corporate Marketing Partnership policy and Naming of City Assets policy to support the development of a broad funding strategy that is allows for support from private enterprise as part of future public-private partnership arrangements.
- Have a workgroup of the newly formed Arts and Culture Commission investigate opportunities for more creative funding streams and encourage the creation of partnerships across both the private and non-profit sectors.

Ten Priority Actions

Through key stakeholder discussions ten strategic priorities have been identified for the next three years. The following list should be used to help inform the Arts and Culture Commission's First Year Work Plan:

- Place Competitiveness Action 1.02: Support the establishment of regular seasonal, family-friendly market festivals for the Downtown area that incorporate culinary and entertainment offerings, and bring together the primary cultural organizations in town.
- Place Competitiveness Action 1.07: Create an Arts and Culture Commission Working Group to explore the use of under-utilized spaces in the city that can be used on a temporary basis for arts and culture events for Bastrop artists and other artists from the region.
- Place Competitiveness Action 1.09: Work with downtown business and local volunteer legal counsel to create a uniform "temporary lease" for short-term (for example six-weeks) rentals of unoccupied spaces in the downtown area.

- Place Competitiveness Action 1.11: Encourage and assist local businesses to support the creation of privately-sponsored murals within the Downtown area and new developments throughout the City. Explore the creation of a "rotating art wall" with a downtown business in collaboration with the City of Bastrop BAIPP program.
- Creative Placemaking Action 1.01: Create an Arts and Cultural Commission Grants Workgroup to pursue cross-department creative placemaking initiatives to improve the built environment in partnership with the arts, and build on the goals of the Parks and Open Space Master Plan.
- Creative Placemaking Action 1.03: Explore the creation of a "Permission Wall" into the design of the current Fisherman's Park Wheeled Skate Park to create healthy and sanctioned points of self-expression for Bastrop youth.
- Creative Placemaking Action 1.09: Explore potential partnerships between interested artists and local social service providers such as with nursing homes, assisted living homes, senior centers, and hospice facilities for paid or volunteer artist residencies. Help in the identification of grant resources to foster those residencies as part of a comprehensive City of Bastrop "Arts and Health" initiative.
- Creative Economy Action 1.02: Develop an annual award event for contributions (cash, in-kind, and volunteer) to the City's arts and cultural events and organizations.
- Creative Economy Action 1.09: Help artists to work with the regional hosptality industry by developing a master list of teaching artists and creative facilitators who can help to highlight Bastrop through targeted art classes at different locations.
- Cultural Inclusion Action 1.04: Create an Arts and Cultural Commission Education Workgroup to work with local school districts, higher education institutions, private schools, non-traditional education groups, and others to collect available data and identify where there are gaps with outside-of-school arts programs and potential partners that can help to fill those gaps. Examine data on both an annual and seasonal basis to account for the school calendar.

Initial Launching Point

As with all changes, considered and methodical steps are recommended for achieving robust ends. The following Two Year Plan is offered to help the current BAIPP members shepherd the transition process through to the extablishment of the recommended forms of arts and culture sector oversight,

YEAR ONE

- **Structuring:** BAIPP members will make recommendations to council on the composition of the future Arts and Culture Commission members.

- **Strategizing:** BAIPP members will begin to research potential percent-for-art programs and ordinances which can meet City of Bastrop needs.

- **Educating:** BAIPP members will being efforts to educate the general public about the need for greater municipal involvement in the arts and culture sector (through the creation of the Arts and Culture Commission) and the need to find creative and appropriate funding mechanisms for such efforts.

- **Implementing:** BAIPP members will identity 2-3 top priorities that they feel are within in the purview of the current BAIPP group, and as identified within the Master Plan, and create an Arts and Culture Transition Workplan (Year One / Year Two) to present to council.
    - Potential ideas include leveraging monies allocated within the budget for initial CAMP efforts (approximately 50K) to hire a grant writer who would be able to bring in additional future funding towards targeted local efforts.

- **Financing:** BAIPP members will create a Year One / Year Two Finance Plan for the transition phase of the master plan implementation within given budget allocations to be included as part of the Arts and Culture Transition Workplan

YEAR TWO

- **Structuring:** Mayor, with the advice of City Council, will nominate 5-7 new Arts and Culture Commission members who will work alongside BAIPP for the first year of their development.

- **Strategizing:** BAIPP members will make recommendations to council on potential percent-for-art programs and ordinances which can meet City of Bastrop needs.

- **Educating:** BAIPP members will continue efforts to educate the general public about the need for greater municipal involvement in the arts and culture sector (through the creation of the Arts and Culture Commission) and the need to find creative and appropriate funding mechanisms for such efforts.

- **Implementing - BAIPP**: BAIPP members continue work on their Year One / Year Two goals.

• **Implementing - Arts and Culture Commission:** The Arts and Culture Commission will work during Year Two to create an Arts and Culture Commission Action Plan, based on the Cultural Arts Master Plan recommendations, and that will commence with the completion of Year Two BAIPP Transition Plan.

• **Financing:** BAIPP members pass off budget allocation conversations to the newly appointed Arts and Culture Commission who will serve as the general oversite body of the BAIPP Panel moving forward.



Appendices

Acknowledgments

Thank you to all the residents and professionals in the City of Bastrop who gave of their time, energy and ideas through individual interviews, community conversations, focus groups and surveys. This plan is by you and for you.

City of Bastrop

Mayor Connie Schroeder
Mayor Pro-Tem Lyle Nelson
Council Member Bill Peterson
Council Member Drusilla Rogers
Council Member Bill Ennis
Council Member Dock Jackson

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In association with Christine Harris

List of Terms

Within the plan the following terms are used[10]:

Arts. Within the Cultural Arts Master Plan, art is broadly defined and includes an understanding of personal and creative expression through many forms such as music, dance, drama, fine arts, folk art, literary arts, design and architecture, film, radio and television, cuisine, digital media and many others. These different forms of expression can be undertaken professionally or solely for individual reasons.

Artist. Individual amateur or professional creative worker engaged in any of the arts disciplines including, but not limited to painting, printmaking, sculpture, crafts, music, dance, theatre, electronic media, storytelling, writing, etc.

Arts Ecology. The general system of individual artists and arts organizations found within a city that has an impact on the social and economic systems of the area. The goal of a healthy arts ecology is to create strong arts organizations with stable and increasing audiences that can in turn help to strengthen local business economies, local hiring potential and job retention.

Creative Businesses. Consists of those for-profit businesses that have their origin in individual creativity, skill, and talent, and which have a potential for wealth and job creation through the generation of ideas, products, or services.

Creative Placemaking. A cross-sector practice found within city planning and community development that intentionally creates partnerships between the arts and culture sector to develop the quality and vitality of a place. Often working with partners from public, private, nonprofit and community sectors, these efforts look to create equitable places and strategically shape the physical dimensions of a place through arts and culture activities.

Creative Economic Development. Plans, programs, and projects that tap creative individuals, nonprofits, small businesses, and industries that draw on creativity to create wealth and jobs through the generation of ideas, products, and services.

Cultural Institution. Not-for-profit institutions and community associations including, but not limited to, museums, arts centers, arts education, performing arts, visual arts, humanities organizations, theaters, libraries, historical societies, ethnic associations, etc..

Cultural Resources. Includes history and historic buildings and sites; visual and performing arts producers and presenters; artists and craftspeople; museums, galleries, shops and studios; historic inns and restaurants; library, writers, and bookstores; and specialty food producers and retail shops. Creative workers and businesses include designers, architects,

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[10]Various Definitions Adapted From: Dreeszen, Craig, Stephanie Fortunate, Tom Borrup, Lynne McCormack, *Providence Department of Art, Culture + Tourism*, Transportation Corridors to Livable Communities Creative Community Development and Placemaking Strategies, 2012; and Borrup, T. (2006). The Creative Community Builder's Handbook: How to Transform Communities Using Local Assets, Arts, and Culture. St. Paul: Fieldstone Alliance.

Culture. Broadly speaking, culture is both the expression and celebration of the values of a community through its traditions, geography, cuisine, oral traditions, fashion, literature, music and religious expression. Recognized through the sharing of history, language and place, the arts are often a fundamental component in the development and expression of a local sense of place.

Historic Asset. Includes historic buildings, sites, house museums, and historic organizations.

Innovation. The process of iterative change that occurs for the development of ideas, goods or services. Often with the intention of solving a problem, innovation is a major topic in fields of business, economic development and policy creation.

Natural Assets. Includes publicly accessible parks, cemeteries, community gardens, plazas, playgrounds, waterways, bike paths, parkways, and other open spaces.

Public Art. Refers to artistic creations created or placed in public spaces and usually paid for, at least in part, with public funds. Sculptures, murals, and artist-designed building amenities are most common, but the term increasingly refers to the process of engaging members of the public in both permanent and temporary (or event-based) arts projects.

Religious Organization. Includes churches, synagogues, mosques, faith-based services, and other religious institutions.

Service Organizations. Cultural service organizations include nonprofit organizations serving children, youth or families, specific cultures or ethnic groups; education; fitness, health, or recreation; seniors; special needs; housing; community development, etc..

Special Event. Regularly scheduled, publicly accessible events such as festivals and parades.



White Family Reunion - part of the Bastrop Museum and Visitor Center Freedom Colonies Project

Mapping Bastrop's Cultural Assets

For a city of its size, the City of Bastrop has a tremendous wealth of arts and culture assets. Not only can it boast about being home to three strong cultural organizations - the Bastrop Museum and Visitor Center, the Bastrop Opera House, and the Lost Pines Art Center - it also is home to a substantial number of historic assets, creative businesses, a larger number of annual events, and a growing public art collection. Combined these assets make a strong foundation for a vibrant public realm.

This strong foundation also has room for growth, as can be seen on the accompanying maps, the downtown and central city area house the predominant number of cultural assets. The density of assets in this area has the potential to serve both visitors and residents. However, it was noted in conversations with City of Bastrop residents, that many do not frequent the downtown area on a regular basis. At the same time, a great number of residents also noted pride in their own creative practices. Combined, these factors speak to an opportunity to create more neighborhood-based projects that could begin to create a sense of neighborhood identity and speak strongly to potential future residents.

Cultural Asset	Category
Bastrop 1832 Farmers Market	Arts & Culture Organization
Bastrop Chamber of Commerce	Arts & Culture Organization
Bastrop County Historical Society	Arts & Culture Organization
Bastrop County Museum & Visitor Center	Arts & Culture Organization
Bastrop Opera House	Arts & Culture Organization
First Friday Art Walk	Arts & Culture Organization
Lost Pines Art Center	Arts & Culture Organization
Lost Pines Art League	Arts & Culture Organization
Lumberyard Music Hall	Arts & Culture Organization
Bastrop Academy of Music	Arts Education
Bastrop High School	Arts Education
Bastrop Intermediate School	Arts Education
Bastrop Middle School	Arts Education
Bluebonnet Elementary School	Arts Education
Calvary Episcopal School	Arts Education
Cedar Creek Elementary School	Arts Education
Cedar Creek High School	Arts Education
Cedar Creek Intermediate School	Arts Education
Cedar Creek Middle School	Arts Education
Colorado River Collegiate Academy	Arts Education
Emile Elementary School	Arts Education
Genesis High School	Arts Education
Lost Pines Elementary School	Arts Education
Mina Elementary School	Arts Education
Red Rock Elementary School	Arts Education
Bastrop Convention & Exhibit Center	City Venue
Bastrop Public Library	City Venue
Jerry Fay Wilhelm Center for the Performing Arts	BISD Venue

Cultural Asset	Category
4 Views Art Gallery	Creative Business
Abri Gallery	Creative Business
AMC Creations	Creative Business
Anita's Cafe	Creative Business
Apothecary's Hall Antiques	Creative Business
Barbara's Corner	Creative Business
Bastrop Beer Company	Creative Business
Bastrop Florist	Creative Business
Bastrop Goldsmith Silversmith	Creative Business
Bastrop River Company	Creative Business
Brenda Abbott Floral + Event Design	Creative Business
Caledonia Cottage Quilts & More	Creative Business
Cedar's Mediterranean Grill	Creative Business
Cherry Blossoms Spa	Creative Business
Coffee Dog Roastery	Creative Business
Colorado River Winery	Creative Business
Copper Shot Distillery	Creative Business
Cripple Creek Wine and Gifts	Creative Business
Donna's by Design	Creative Business
El Corral Lozano	Creative Business
Fandango Cat Furniture	Creative Business
Film Alley Bastrop	Creative Business
Hollyhocks and Hand me Downs	Creative Business
John's Hair Design	Creative Business
Larryland Music	Creative Business
Liberty Glenn Home Decor & Boutique	Creative Business
Linda Kjelberg Artworks	Creative Business
Lost Pines Art Bazaar	Creative Business
Ma'Coco	Creative Business
Margie'z Place	Creative Business
Maxine's Cafe & Bakery	Creative Business
Neighbors Kitchen & Yard	Creative Business
Old Town Restaurant & Bar	Creative Business

Cultural Asset	Category
Paw Paw's Catfish House	Creative Business
Pinesong Art Gallery	Creative Business
Piney Creek Chophouse	Creative Business
Quicksilver Mining Company	Creative Business
R.A. Green Mercantile	Creative Business
Relics Jewelry & Gifts	Creative Business
Rising Phoenix Adventures Tours & Events	Creative Business
Salon 1018	Creative Business
Schulman Theatres Lost Pines 8	Creative Business
Simply Sweet	Creative Business
Southern Edge Boutique	Creative Business
Spoiled Sisters Boutique	Creative Business
Studio 71 Art Gallery	Creative Business
Sugar Shack Bastrop	Creative Business
Telling Your Story	Creative Business
Texas Boot Company	Creative Business
The 602 on Main	Creative Business
The Bastrop Flower Shoppe	Creative Business
The Grace Miller	Creative Business
The Kleinert Building	Creative Business
Tough Cookie Bakery	Creative Business
Vibe Tribe	Creative Business
Works of Heart	Creative Business
Yoli's Tacos & More	Creative Business

Cultural Asset	Category
El Camino Real Trail	Historic Assets
Historic Fairview Cemetary	Historic Assets
Old Iron Bridge	Historic Assets
Bastrop Bark Park	Natural Assets
Bastrop State Park	Natural Assets
Bob Bryant Community Park	Natural Assets
El Camino Real Paddling Trail	Natural Assets
Ferry Pocket Park	Natural Assets
Fireman's Park	Natural Assets
Fisherman's Community Park	Natural Assets
Hunter's Crossing Neighborhood Park	Natural Assets
Hunter's Crossing Pool	Natural Assets
Jewel Park	Natural Assets
June Hill Paper Riverwalk Trail	Natural Assets
Kerr Community Neighborhood Park	Natural Assets
Lake Bastrop North Shore Park	Natural Assets
Lake Bastrop South Shore Park	Natural Assets
Lost Pines Nature Trails	Natural Assets
Lovers Lane Fields	Natural Assets
Mayfest Park	Natural Assets
Paul C. Bell Field	Natural Assets
Pine Forest Golf Club	Natural Assets
Rusty Reynolds Park	Natural Assets
"A Mother's Love" by Jay Schaan	Public Art
"A River Runs Through It" by Patricia Rendulic	Public Art
"Alter Ego" by Pokey Park	Public Art
"Beckham"	Public Art
"Broken Heart"	Public Art
"Croakio and Juliet"	Public Art
"Flight" by Laura Sturtz	Public Art
"Gary Toad"	Public Art
"Hither, Dither" by Benjamin McVey	Public Art

Cultural Asset	Category
"Ira Hayes"	Public Art
"Kudu"	Public Art
"Mon Ami Pierce"	Public Art
"Night Song" by John Maisano	Public Art
"Pappy and Rolly"	Public Art
"Paradise" by David Phelps	Public Art
"Paradox of Bling"	Public Art
"Paths We Choose" by Anthony St. James	Public Art
"Poco a Poco" by Pokey Park	Public Art
"Rings of Contrition" by Lee Groff	Public Art
"Rings of Lofty Admiration"	Public Art
"Rising from the Ashes" by Anthony St. James	Public Art
"Sitatunga" by Dan Pogue	Public Art
"Sky Shaman" by Rebecca & Gene Tobey	Public Art
"Thaddeus T. Toad"	Public Art
"The Conspirators" by Joshua Tobey	Public Art
"The Scarlet Heart" by Alex Porter	Public Art
"The School" by Warren Cullar	Public Art
"Think with Square"	Public Art
"Tiana and Tad"	Public Art
"Toad Frog" by Karmien Bowman	Public Art
"Wailin' Willie"	Public Art
"Warrior Spirit" by Don Pogue	Public Art

Cultural Organizations and Programs

Primary Cultural Organizations

Bastrop County Museum and Visitors Center
Bastrop Opera House
Lost Pines Arts Center

Anual Events

Patriotic Festival
Homecoming & Rodeo
Trick or Treat Trail
Veteran's Day Car Show
Juneteenth Celebration
Lost Pines Christmas: Lighted Parade, River of Lights, and historic home tours.
Bastrop Music Festival

Performance Venues

Bastrop Museum and Visitor Center
Bastrop Opera House
Copper Shot Distillery
Larryland Music
Lost Pines Arts Center
Neighbor's Kitchen and Yard
The 1832 Bastrop Farmer's Market
The 602 on Main
The Grace Miller "Gracie's"
The Old Town Restaurant & Bar
The Sugar Shack

Cultural Asset Maps

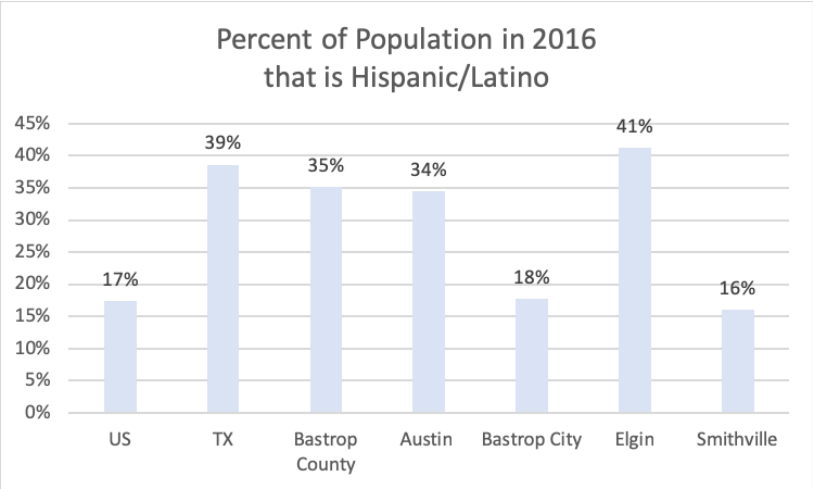
Community Demographic Summary

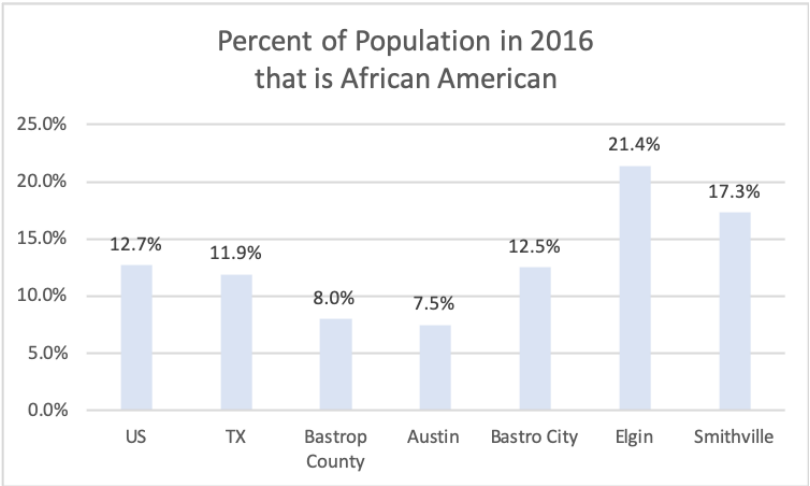
Introduction

Making sure that we develop the right arts and culture strategies for the City of Bastrop requires us to have a strong understanding of the overall demographic trends at play within the City and the region as a whole. The following information is a snap-shot of some current trends that are at play.

Population: The City of Bastrop is experiencing significant demographic change. Between 2010 and 2016, the City's population grew by almost 13%, from just over 7,200 to just under 8,000. Bastrop's population growth between 2010 and 2016 is almost on par with Austin's; Austin's population grew by 15% in this period.

However, this change has not occurred evenly across demographic groups. For the City of Bastrop, the population of white residents has increased by 27%, while the population of Hispanic or Latino residents has decreased by 20%, and the population of black residents has decreased by 23%. For Bastrop County, in contrast, the population of all demographic groups grew slightly (under 5%), with the exception of the Hispanic or Latino population, which grew significantly by 14%. However, White residents still make up the majority of the population – Hispanic or Latino residents are roughly one fifth of the White population, whereas Black residents are 15% of the White population.

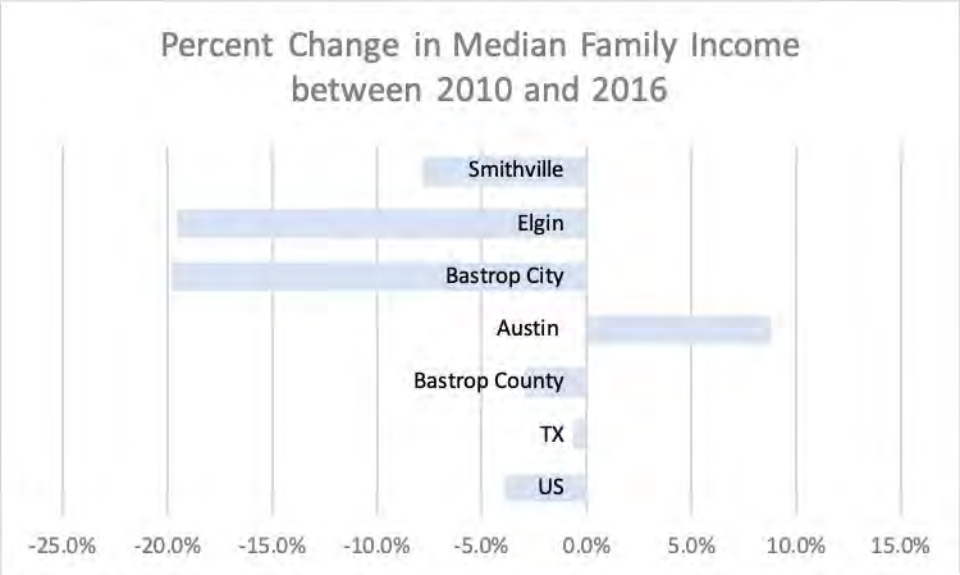




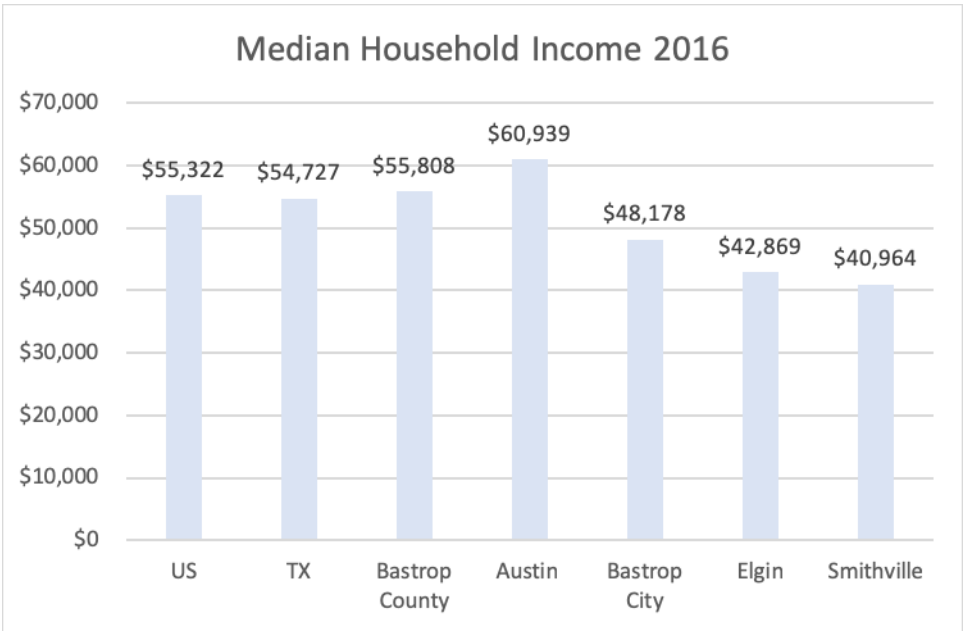
Age: In terms of age, the breakdown of the City of Bastrop is similar to surrounding communities.

- 40 percent of Bastrop's population is between 35 and 65.
- 22 percent is under 18.
- 19 percent is between 18 and 34.
- 19 percent is over 65.

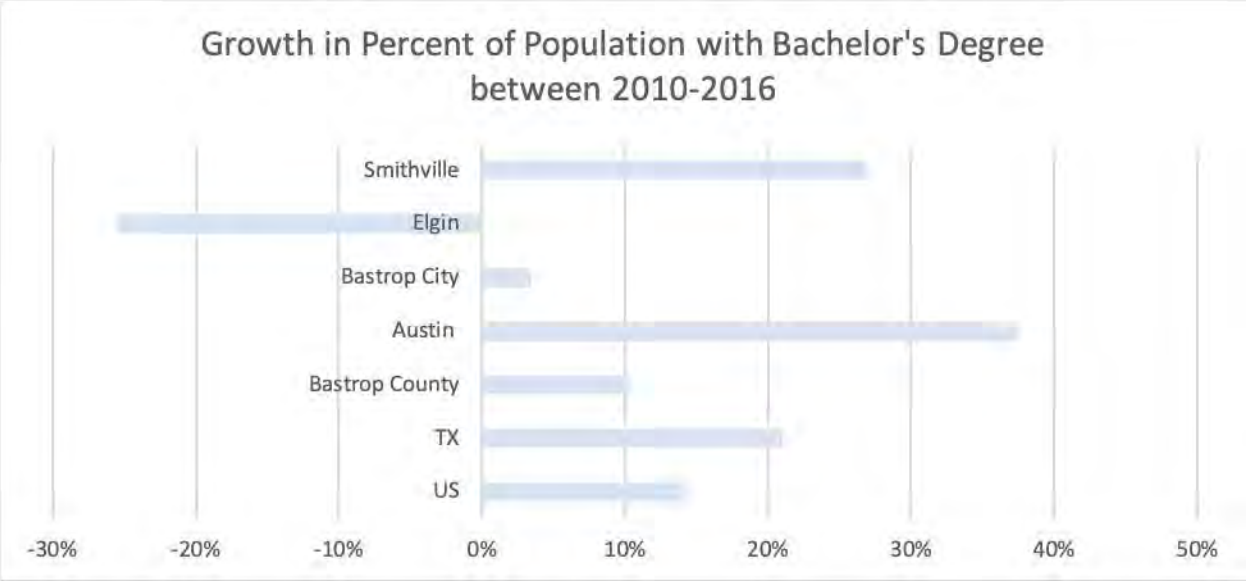
Income: Median family incomes in Bastrop City are declining. Between 2010 and 2016, the median household income in Bastrop City declined by nearly 20%, compared to a 3% decline in the county, and a 1% decline in the State of Texas as a whole. This decline higher than nearby towns Elgin and Smithville, which saw a 19% and 8% drop, respectively. However, as we see in the next chart, although Bastrop has seen a steeper decline, the median household income in the City is still higher than in Elgin and Smithville.



Bastrop City median household incomes are lower than in the county, state, and country. Although it is lower than nearby Austin, the median household income in Bastrop County is slightly higher and roughly comparable to that of Texas and the United States as a whole, at about $55,000. The median household income in Bastrop City, however, is notably lower at $48,178. Elgin and Smithville are lower still at $42,869 and $40,964.



Education: Bastrop City has seen modest growth in the percentage of residents with a bachelor's degree. Texas as a whole, especially Central Texas, is attracting a higher educated population and workforce, although these gains in Bastrop City (3%) have been less significant than in the county (10%) or nearby Austin (37%). Bastrop City employs the national average rate of creative industry workers. The percent of the total workforce in the United States employed in creative industries is approximately 10%. Bastrop County has a smaller proportion of arts-employed workers (7%), but Bastrop City meets the national average (10%). That number is slightly lower in Texas (9%), and slightly higher in Austin (11%).



Community Engagement Summary

Introduction

The City of Bastrop is currently developing a Cultural Arts Master Plan. This goal of the plan is to provide a blueprint that lays out the policies, programs, and ideas that will enable the City to best harness its resources to grow and support the local arts and culture sector for residents and visitors alike.

As Bastrop begins a new citywide plan for the development of its creative energies, there is an opportunity to build on the work that has previously been done. Bastrop's Arts and Culture Master Plan will provide a clear strategy for the future of arts planning throughout the City that is aspirational, yet achievable.

As Bastrop's population continues to grow and the creative sector is being valued more highly for its ability to provide amenities to residents, attract visitors, and spur economic activity, the plan will ensure a coordinated vision and common framework for the future of Bastrop's creative sector – one that continues to enrich residents' quality of life.

The Public Engagement Plan (PEP) is designed to provide a guidebook for stakeholder and public involvement in the various phases of the planning process. Opportunities to engage in the process will include: community meetings, pop-up events, surveys, social media, working groups, and stakeholder interviews. The PEP is intended to be flexible in its implementation, and as the planning process progresses, the PEP may be adjusted if needed to meet the project goals.

Engagement Responses

Initial Interviews: In order to understand the broad range of issues facing the City of Batrop's arts and culture sector, the planning team looked to understand the history, trends, and groups of the area. To do this, the team conducted numerous one-on-one interviews with key stakeholders, created an overview report of the cultural economy, examined current demographic trends, and identified potential case studies to serve as inspiration for future ideas. Within that original research, findings included:

Internally

- Historically, the arts community within the City of Bastrop has seen many periods of both coming together and splitting apart over the years.
- Artists themselves are loosely affiliated in town. There is the opportunity to make this a more centralized community.
- There is a strong and growing Hispanic set of communities within the city that can be brought more fully into the larger policy conversations about arts and culture.
- Similarly, there is a strong and historic African American community in the city that also has a great deal to offer to future policy discussions.
- There is a strong and historic festival culture within the city from which to build future opportunities and respond to regional destination marketing demands.

Externally

- The relationship with Hyatt Resort has gone through many different phases of development and could be strengthened further in the future.
- There is a strong understanding that economic changes within the region are creating a fast rate of change within the city and that the arts sector must respond to.

Structurally

- The BIAPP Board takes on many responsibilities for arts-related policy decisions and there is the opportunity to further differentiate their tasks and define their roles.
- Given the historic nature of downtown, there is the opportunity to continue developing arts-infrastructure projects (such as benches and statues) in the spirit of the existing Art Boxes.
- There is a potential to grow even stronger connections between the Museum/Historic Society and a larger arts strategy within the city.

Economic growth from the Austin area will continue to have a strong impact on the City of Bastrop bringing both positive (growth in number of residents, growth in number of artists, growth in regional tourism), and negative economic forces (potential retail drop). Fortunately, Bastrop shows a strong foundation of creative industry employment, and a significant number of Bastrop residents work in creative industries.

The team has found that Bastrop has a number of key arts institutions and individuals who have worked for decades to establish the arts economy as a key component of the city. However, given the smaller size of the primary arts stakeholders, there is an opportunity (as well as some recognized challenges) for creating a more cohesive strategy that can enable the arts to serve as an essential component of Bastrop's larger economic development strategy. It is also recognized that the smaller number of key arts and culture stakeholders provides an opportunity for fostering new arts-leadership within the community.

Online Surveys and Elementary School Conversations

Overall Takeaways:

- Relationship with Austin – people identify one of Bastrop's strengths as its uniqueness from Austin, but more people also take advantage of many of Austin's arts and culture opportunities
- Many people highlighted a need for more diverse arts and culture opportunities, in terms of both representation of artists from different backgrounds as well as variety of type of arts and culture experiences
- Bastrop's arts and culture venues were often identified as strengths and/or opportunities: Bastrop Opera House, Lost Pines Art Center, the Foundry, the old iron bridge, the Bastrop County Museum, and the Performing Arts Center
- Many people are searching for activities for the whole family – end up going to places in Austin like the Thinkery
- Many people want more affordable arts/culture classes of all types (and for all ages)

Topic: Creative Expression

Examples of Questions Asked:

- Do you have any creative hobbies or consider yourself to be an artist? (such as quilting, singing, writing, dancing, playing an instrument)
- If yes, what forms of creative expression do you practice?

All Responses:

- Music (24)
- Painting (23)
- Not an artist / no creative hobbies (22)
- Crafting - general (20)
- Attends activities with whole family (19)
- Drawing (16)
- Fiber Arts (16)
- Writing (15)
- Sports - general (13)
- Dancing (11)
- Movies, film, radio (11)
- Cooking (9)
- Singing (8)
- Going to parks (7)
- Building or making -general (6)
- Photography (6)
- Attends activities by myself (5)
- Soccer (5)
- Gardening (5)
- Carpentry and woodworking (4)
- Sculpture (4)
- Jewelry (4)
- Video games (4)

- Attends activities with friends (3)
- Architecture/interior design (3)
- Walking and bike-riding (3)
- Reading (3)
- Technology/graphic design (3)
- Metalwork (2)
- Visual Art -general (2)
- Coloring (2)
- Fishing and hunting (2)
- Theater (1)

In addition to looking at the general topic of Creative Expression, survey results were also examined in terms of understanding the City of Bastrop's strengths, weaknesses, opportunities, and threats.

Topic: Strengths of Arts and Culture in Bastrop

Examples of Questions Asked:

- What are two things that make Bastrop unique?
- What makes Bastrop unique in terms of arts and culture?
- What do you think are the current strengths about art, culture, and creative opportunities in the City of Bastrop?

Themes:

- Colorado River (46)
- Lost Pines Art Center (46)
- History/historic buildings (44)
- Opera House (33)
- Local venues (31)
- Nature/landscape (31)
- Small town feel (23)
- Downtown/central location (21)
- Variety of art/artists (17)
- People (15)
- Foundry (12)
- Music (12)
- Community support for arts (11)
- Bastrop County Museum (10)
- Cultural events/festivals (9)
- Old Iron Bridge (9)
- Quality or quantity of artists (9)
- Parks/public spaces (8)
- Diversity (6)

- First Friday (6)
- Bastrop State Park (5)
- Performing Arts Center (4)
- Proximity to Austin (4)
- City support for the arts (3)
- Community – general (3)
- Larryland Music (3)
- Location – general (3)
- Restaurants/Food (3)
- Bastrop Public Library (2)
- Historic Chickens (2)
- Convention center (2)
- Film Industry (2)
- Healthcare (2)
- Main Street (2)
- Main Street Farmer's Market (2)
- Not like Austin (2)
- Places to sell/buy art (2)
- Bastrop Cinema (1)
- Hobby Lobby meeting spaces (1)
- Multi-generational (1)
- Walk-ability and bike-ability (1)

Selected Responses:

- I moved to Bastrop because I believe it will inspire and encourage me to continue to create theatre and art
- All the transformer boxes are painted. Also, statues that get cute things added to them. For example the scarves last winter.
- Love the power boxes being painted, murals on buildings
- The Museum/Visitors Center is great and has a lot of history and culture in a small space.
- There are designated businesses and locations that support them, and the City is actively involved with art in public places
- Growing interest in and commitment to visual and performance art by City administrators
- Feeling of community and ease in getting involved

- I think there is a growing community of people who are interested and willing to invest in Bastrop's creative future. Especially younger professionals
- The inclusiveness and encouragement from the creative community.
- Love the special events (parade, local things) and the Christmas stuff (traditional bazaar, parade, shops open late, wine swirl).
- The festivals that used to be downtown
- Downtown has a great heartbeat
- Over 120 historic homes & buildings on national register
- We have taken steps to protect our historic architecture & places
- Quite a few high quality venues for a smaller town
- Unique Stores & Cafes Downtown
- Several local music venues
- The art center classes are wonderful. My husband and I aren't artists but we have a lot of fun trying new things and having the cafe attached really makes it easy to hang out and fun to invite family and friends.
- Our art center offers varied activities for visitor and artists.
- The abundance of live musical talent/venues
- The natural inspiration all around. The river and the pines are beautiful.
- Nature draws out personal expressions and there are so many spots to be in nature here
- Bastrop Opera House has expanded creative opportunities for attending as well as participating in theater--kudos to them!
- The revitalization of the Bastrop Opera House is very encouraging
- Friendly people
- The small town feel so close to a large city
- Bastrop is full of amazing talent and provides many outlets for those talents to be expressed
- Beautiful small town with lots of local artisans
- Small town feel with big town amenities
- Small town charm
- A diverse media of arts for such a small community.
- Theatre, fine art, and music are all celebrated equally and community involvement is welcomed.

Topic: Weaknesses of Arts and Culture in Bastrop

Examples of Questions Asked:

- What do you feel is generally missing for arts, culture, and creative opportunities in the City of Bastrop?

Themes:

- Lack of communication/promotion (31)
- Arts/culture opportunities are too expensive (12)
- Lack of support for the arts (10)
- Arts/culture is not representative of everyone (9)
- Arts/culture is centered downtown (8)
- Scheduling concerns (8)
- Issues with downtown/Main Street (7)
- Lack of arts – general (7)
- Lack of diversity (7)
- Not enough funding for arts/culture (7)
- Issues with playgrounds/parks (6)
- Lack of variety of arts (6)
- Issues with quality of art (5)
- Complaints about specific venues (4)
- Lack of venues/spaces (4)
- Not caring about the arts (4)
- Arts/culture is too local (3)
- Lack of accessible opportunities (3)
- Lack of childcare (3)
- Lack of information or resources (3)
- No time for arts/culture (2)
- Natural disasters (1)
- Not enough people buying art (1)

Selected Responses:

- More art displayed throughout and not concentrated just downtown.
- To include the entire city in the arts

- Everything happens "in town" and that there is not much where they live "on the other side"
- Music and dance. Not just from the majority population. African, Hispanic, and other cultures not traditionally experienced in Bastrop.
- I would like to see more available for people in the lower income brackets in order to include young people in all the arts available.
- Art Center has potential but lacks shows with widely recognized artists.
- Think more LOW cost/FREE art classes/ once-a-month free public participation opportunities could be offered.
- Rents are high. No real art gallery other than the non profit that the city subsidizes
- The First Friday Art Walk is pretty much dead. There is not much actual art left on Main St.
- The art scene downtown is waining.
- Takes kids to Fisherman's Park but there isn't enough shade, so it is difficult in the summer.
- Takes the kids a lot to Chik-Fil-A because there is a playground there; there aren't enough playgrounds in Bastrop.
- Bastrop is making an effort to be an arts destination. This is a good thing. But, would like to see more quality music venues and concerts. Not just bar bands.
- Make sure lifelong learning covers seniors, those with PTSD/other issues, and not just kids
- Nothing much in arts really - lots of places have galleries, museums and the things we have - often bigger, better and more famous.
- There is a large need and desire of many adults for English classes, but that schedules and the availability of child-care are large barriers.
- Need for communicating what activities do happen
- I truly think there are lots of arts opportunities but sometimes people don't know about them. Not everyone is on Facebook
- Advance notice of cultural opportunities is lacking. I need more that a week or two notice to be able to attend any events or to places that are hosting anything. maybe I don't follow the right social or advertising places
- Diversity of kinds of art experiences, insufficient stimulating public art. We are playing it too safe.
- More art and music festivals that showcase other cultures from around the world
- Poor internet access affects their ability to engage
- There is not enough coordinated effort for all the arts to schedule around each other and provide support for each other
- Bastrop has a problem with collaboration in the arts - we tried to do the % for art in the beginning with public art but it didn't stick
- Art events/classes for kids, family events emphasizing art that is contemporary/interesting. Most of the art around town is very "traditional Texas", nothing wrong with it, just variety is good, especially art that will be more engaging for teenagers. I think our youth is often forgotten in the art community, and they are the ones who could benefit the most from having a framework to be expressive/creative in a healthy & productive way
- Music that is good not just because it's live....all live music is not necessarily good--it should be in a wide variety of styles
- Nothing. I really don't care about the arts

- More monetary support by city and its citizen.
- I like the art walk, but if I miss the one time, I am sad that I have to wait a whole month for it to happen again.
- Classes with different schedules - variety of options

Topic: Opportunities for Arts and Culture in Bastrop

- Examples of Questions Asked:
- What new kind of art (visual, musical, theatric, etc.) would you like to see within the city?
- Where would you like to see this new art within the city, and why should it be there?

Themes:

- Parks and outdoor spaces (53)
- Music (48)
- Downtown Bastrop (37)
- Youth arts activities (34)
- Cultural events/festivals (33)
- Theater or performance art (20)
- BAiPP (17)
- Misc types of art (17)
- Adult arts activities (15)
- Lost Pines Art Center (15)
- Classes – general (14)
- Local venues (13)
- Dance (12)
- Opera House (10)
- Dance classes (9)
- Galleries and art shows (9)
- City support (8)
- Interactive art (8)
- Old Iron Bridge (8)
- Pools or water park (8)
- Sports activities and facilities (8)
- Family activities/events (7)

- Performing Arts Center (7)
- The Thinkery (7)
- Cooking classes (6)
- Diversity (6)
- Growth (6)
- Movies (6)
- School arts programming (6)
- Bastrop Public Library (5)
- Murals (5)
- Restaurants (5)
- Churches (4)
- Convention Center (4)
- English classes (4)
- Exploration (4)
- Fisherman's Park (4)
- Historic buildings/markers (4)
- Latin culture/activities (4)
- Learning from online tutorials (4)
- Music classes (4)
- Rec center or community center (4)
- YMCA (3)
- Foundry (2)
- Friday Art Walk (2)
- Hiring artists (2)
- Interdisciplinary arts (2)
- Main Street Farmer's Market (2)
- Rodeos (2)
- Writing/books (2)
- Tourism (1)

Selected Responses:

- Place where kids can play "field day" type games (relay races, etc)

- In 1999 when I arrived in Bastrop, there were more Latino activities. I would like to see more activities for the Hispanic culture in Downtown. Listen to more Latin voices, to celebrate holidays, such as May 5, September 16. In the sister cities of the (MEX-US) border, for example, the "Friendship Party" was celebrated. That could be done here in Bastrop.
- Things for families- where kids and adults can do things at the same time (like pottery)
- 'Leisure courses" for retirees, etc. and young people
- Wants to see adult exercise classes and English classes.
- Love the sculpture around the city--that should continue--it is in view of many citizens. Paintings in the library are nice and should continue so many can enjoy these works.
- On our walls, our sidewalks, our trash cans, our public places. Right now it feels that we want to confine art to the size and shape of a transformer box.
- The library has had "no love put into it" and it's on the periphery
- Strong partnership opportunity with new Arts and Culture Commission
- An Arts council that could invite notable artists, writers and experts for special events.
- Would like to take arts and crafts classes, learn how to use recycled materials to make new things.
- Affordable/free art/crafts classes and groups
- The art is there...it is difficult to see or access. Perhaps a festival of some sort with hands on booths, well advertised, sidewalk chalk art. Something to involve local people and get the word out.
- WE NEED TO HOST AN ART FESTIVAL! A good one, with professional artists who travel the country and work in all different mediums, in addition to local artists.
- Family-oriented dance halls/ places for music- not just catering to the "country" crowd or honky-tonks.
- Music and dance. Not just from the majority population. African, Hispanic, and other cultures not traditionally experienced in Bastrop.
- bastrop should have more activities that celebrate diversity
- Downtown is very accessible, but there isn't enough going on, and it should not all be concentrated downtown
- More downtown events
- Anything that gives children the chance to explore
- Given that the families are large and there might be a great variety of age groups, parents expressed that having a variety of activity types in order to include all ages would be beneficial, like in a community center.
- More opportunities to show work - there are artists who go elsewhere to show their work
- Since it is still small, it has the chance to include and involve all of the arts in the growth of the city
- Works intended to be interactive and engaged physically or from a multi-sensory format
- All kinds of art! Not just seeing them but having compelling experiences in which our locals and guests would want to participate.
- Hispanic music and folklore.
- One interesting thing is that when I asked about art a few families mentioned liking to do arts and crafts, and so they watch YouTube videos to learn how.
- Concerts. I would like to have more venues options, with more variety of shows. Concerts and movies outdoors.

- Dance Hall, more restaurants, music venues
- Lost Pines can connect to the artists to know who needs what
- Art Center has potential but lacks shows with widely recognized artists.
- Carpentry workshop/woodworking
- Culinary arts opportunities
- Good painting/photography,
- Would like to see a graffiti wall like Austin has
- Music in the park
- Music. The orchestra/symphony kind. That normal people could go and do.
- Both sides of the river - use old iron bridge as focal point
- The bridge can hold many opportunities for us: venue, performance, access to river
- Continued expanded programming at Bastrop Opera House
- In the park. Because not everyone can afford to attend performances and it is wonderful to introduce this to as many people as possible
- The park. It is such a beautiful space to bring the community together.
- The PAC, because it's also a beautiful facility, that I personally feel is severely under-utilized.
- Would love to see a rec center!! A place for kids with pool, ping pong, basketball, volleyball, arts and crafts, somewhere for fun outside the home.
- The school is always a good location because families know it and generally feel comfortable.
- Something like the Thinkery, hands on for kids. Like a science center.
- Touring theatre would be nice. Quality professional musical acts would be welcome
- Theatrical productions that engage community members of all ages, and are held in public places.
- Outdoor theater
- I would like to see more activities for kids like workshops, classes
- Community art projects for teenagers/kids that are outside of school.

Topic: Threats to Arts and Culture in Bastrop

Highest Frequency Responses:

- Travel to Austin for arts/culture (16)
- Arts/culture funding should not come from taxpayers (10)

Themes:

- Travel to Austin for arts/culture (16)
- Arts/culture funding should not come from taxpayers (10)
- Bad environment at middle school (2)
- Doesn't want change (1)

Selected Responses:

- I guess I don't understand why it's the city's job to provide artist opportunities.
- Whatever entrepreneurs and citizens bring. No one from government should be involved and no public money should be expended.
- The middle school has problems with drugs and bullying.
- They do everything family. Almost every weekend they go to Austin to the Thinkery. Aquarium, artistic shows.
- Goes to plays in Austin at Bass Concert Hall sometimes
- As a family they go to Thinkery, Blanton, IMAX in Austin

Workshops #1 Attendee Responses

September 26, 2018

In September 2018, invited community members participated in a Creative Placemaking Workshop that led participants through a series of conversations and brainstorming exercises to help create ideas for the future of arts and culture in Bastrop. There was noticeable excitement in the room around the idea of making the Colorado River Bridge a key component of the Bastrop arts and cultural experience. Out of five table discussion, four focused on the bridge specifically, and participants shared the idea of the bridge as a central symbol of Bastrop. One of the key recommendations that emerged was capitalizing on the current engineering review process for the bridge to do something more -- a "Fix Plus" plan -- that would purposefully integrate arts as a part of the infrastructure improvements process.

Workshop participants referred to the bridge as a "connector to everywhere in Bastrop," and as the "broach in the cultural necklace" of what Bastrop has to offer. One group suggested that the bridge could become the "Bastrop Broadway." Another noted that in lieu of a town square, the bridge could be the "town triangle." Additionally, participants imagined art and activities on the bridge itself, but also below it and along the river. They emphasized connections between the bridge, the river, trails, and downtown.

Many ideas emerged for programming, including:

- Marching band competitions
- Art on the bridge
- Sculpture
- Light shows
- Laser lights
- Concerts
- Drone racing competitions
- "Dinner on the bridge" (a la Highline)
- Cycling and running events should integrate the bridge
- "selfie moments" from murals (temporary?) on the ends of the bridge
- Films under the bridge
- Dancing groups
- Performing arts
- Theater
- Interactive wifi or Bluetooth installations
- The bridge as a venue rather than just "a strip of cement that sometimes has a special event permit"
- Children's art

- Banners
- Fundraisers and causes
- Yoga and exercise events
- Parades and processionals
- Tying in bridge to downtown through creative wayfinding, and using that as a city-wide creative wayfinding initiative

Participants expressed understanding of the process that it would take to bring these visions to fruition, and they discussed the need for involvement and buy in from a variety of stakeholders, including private and public advocates, possible city staffing, the city as a project partner, TXDOT, LCRA, funding partners, community members, neighborhoods, art groups, and the historical society.

Workshop #2 Attendee Responses

November 15, 2018

The second workshop was tailored towards developing specific policy recommendations for the Cultural Arts Master Plan that could build on the themes and ideas developed to date by the community. Milwaukee-based consultant Christine Harris, who specializes in cultural planning work across the United States, was on hand to lead discussions and brainstorm with participants about specific policies and programs that the city might embark upon in order to build capacity within the arts sector.

Physical Space: Create Artist Housing:

What does success look like?

- We have a new Form Based Code which provides for more live/work options
- Artists subsidies to afford it right away
- Need to understand what an ArtSpace can do; bring them in?
- Add a % for artists housing in all housing developments
- Provides visibility for everyone's business
- Visiting musicians performing on the streets
- Using available space, e.g. Jeff's available space could be converted?

Who needs to be at the table?

- Downtown business alliance
- BAIPP and the cultural commission

- EDC (they have more flexibility than other parts of the city)
- Parking needs to be addressed – maybe a trolley?

How can the City of Bastrop help to support the efforts?

- Financial assistance to artists (different categories of support)
- Lost Pines can connect to the artists to know who needs what
- City needs to find the resources for the housing
- Galveston lowered property taxes so larger businesses would support helping develop other space

What can your contribution be?

- Support artists in doing this
- Offering space
- Providing opportunities for artists in other venues, such as artist-in-residence in hotels, corporations, etc

Physical Space: Wayfinding

What does success look like?

- Making local artists visible
- Attention getting; will really make wayfinding visible
- New earned revenue for artists
- Use the original mosaics??

Who needs to be at the table?

- City Planning
- Main St Cte
- BAIPP
- Historic Landmark Commission
- Master Naturalists
- Lost Pines

How can the City of Bastrop help to support the efforts?

- Planning Dept look at city ordinances
- Strong partnership opportunity with new Arts and Culture Commission

Other Thoughts:

- How do you connect with the social service arts and cultural programming?
- Is there an opportunity for creative tourism/creative participation

- There may be an opportunity for more sub-committees for ACC than BAIPP to support the initiatives
- Is it valuable to get more public input, such as on a draft?
- It would be really great to see this workshop continue for the other initiatives as it yielded SO much valuable information

Open Houses Attendee Responses

To round out the planning process before the final drafting of recommendations began, two open houses were held in the month of November. The first was held during the day at the Lost Pines Art Center. The second was held in the evening at the Bastrop Museum and Visitors Center,

Students:

- Provide more opportunities for high school students to perform around the city
- Give exposure opportunity at every age level so all kids see what is possible
- Would like to see more arts out and about the community
- Too many people think arts are elitist and show too much emotion

Other Attendee Comments:

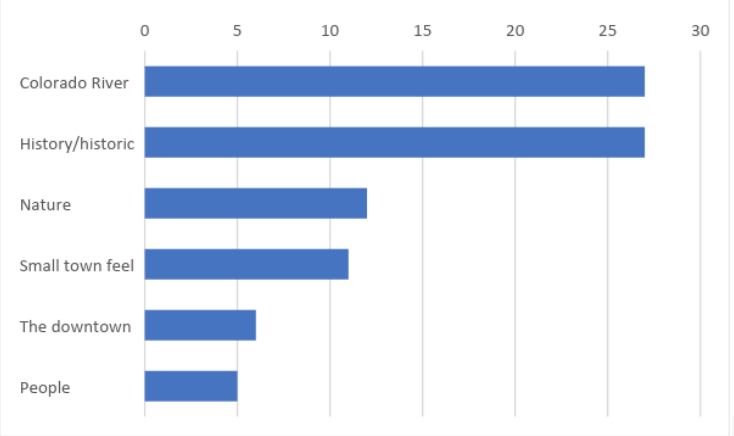
- Make sure lifelong learning covers seniors, those with PTSD/other issues, and not just kids
- Bastrop has a problem with collaboration in the arts
- We tried to do the % for art in the beginning with public art but it didn't stick

Survey Results.

To get a broad view of community ideas to accompany key stakeholder observations an online survey was created and distributed. A total of 104 responses were gathered.

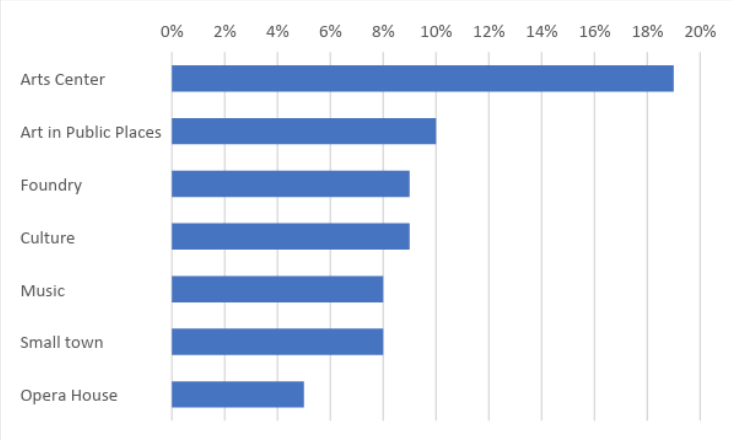
Q1 What makes Bastrop unique? (top responses)

- "The river and walking path along it."
- "The balance of historical and new."
- "The small town feel and friendly neighbors."
- "Rich natural resources and green areas.

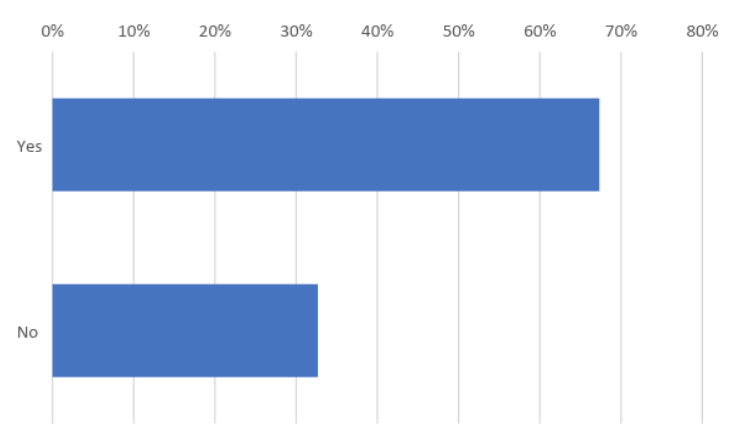


Q2 What makes Bastrop unique in terms of arts and culture?

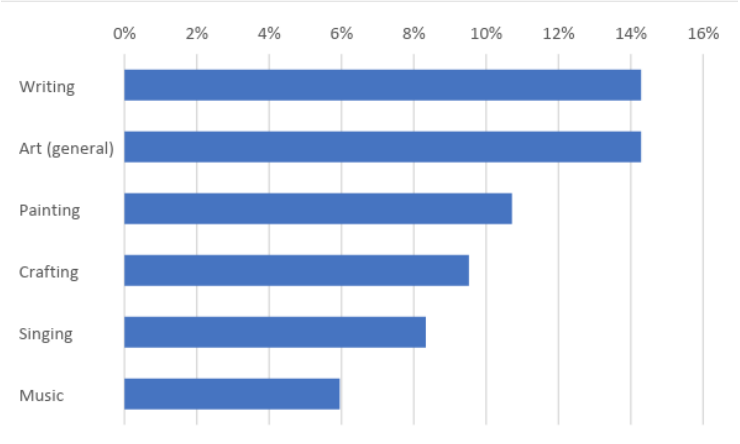
- "The number and diversity of artists."
- "I adore the art installations."
- "Blend of small town charm and architecture with a growing artist class."



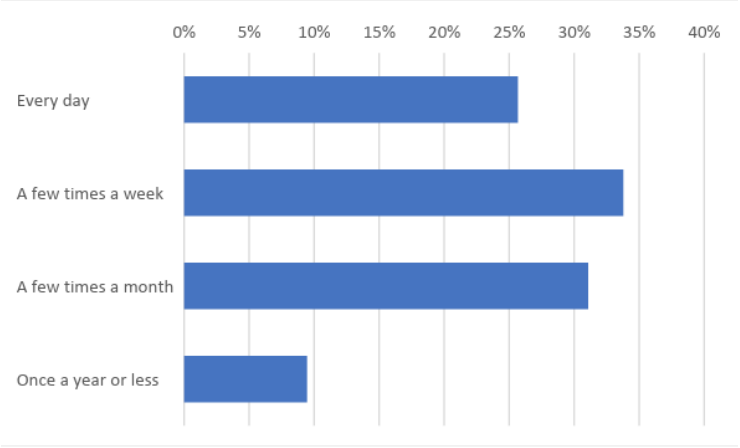
Q3 Do you have any creative hobbies or consider yourself to be an artist?



Q4 What forms of expression do you practice? (top responses)



Q5 If yes, how often do you practice this form of expression?

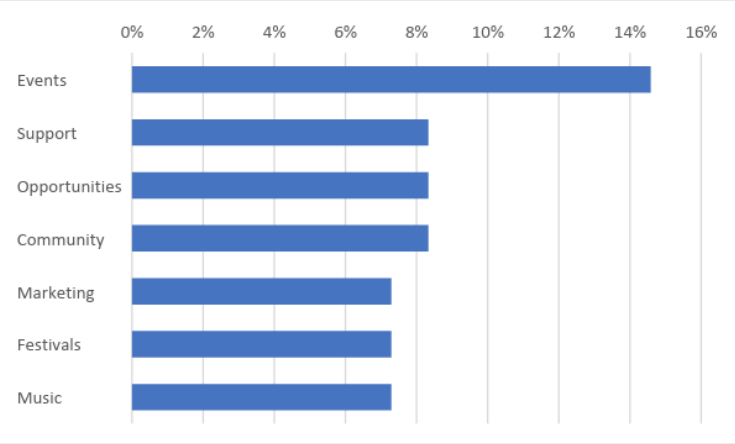


Q6 What do you think are the current strengths about art, culture, and creative opportunities in the City of Bastrop?

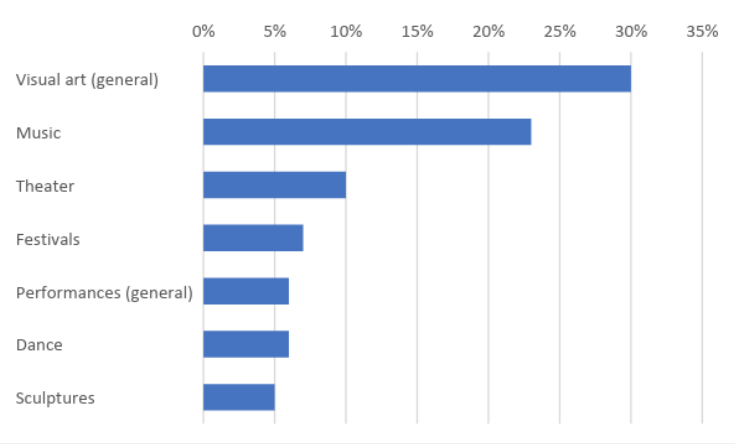
- "Lots going on at the Art Center."
- "Support of the community and what I consider to be a significant percentage of the population with above average talent."
- "The Museum/Visitor Center is great and has a lot of history and culture in a small space."
- "I enjoy the live music venues on Main Street."

Q7 What do you feel is generally missing for arts, culture, and creative opportunities in the City of Bastrop?

- "We need events – exciting destination events. Events to put us on the state and national map."
- "Opportunities for kids to be exposed to arts."
- "Lack of performance arts support and diversity of performance arts."
- "Public participation opportunities."
- "Marketing to locals to get locals out to take advantage of what we have."

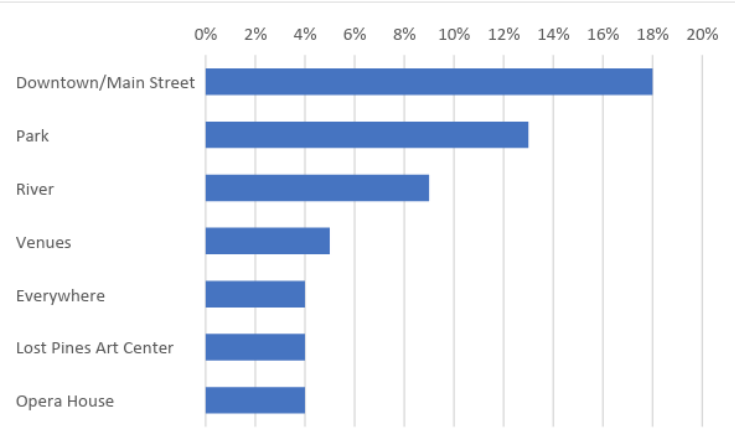


Q8 What new kind of art (visual, musical, theatric, etc.) would you like to see within the city?



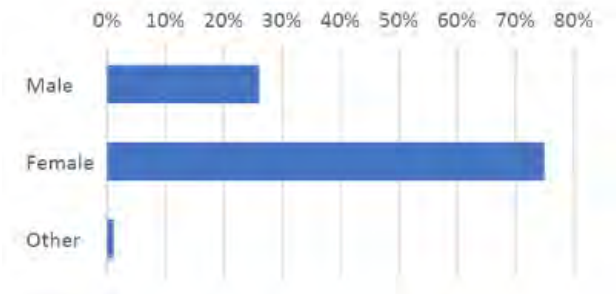
Q9 Where would you like to see this new art within the city, and why should it be there?

- "The culture should be on both sides of the river."
- "Use the old iron bridge as the focal point."
- "Our downtown is unique and could be a real destination for tourists and residents alike"
- "The park is such a beautiful space to bring the community together."



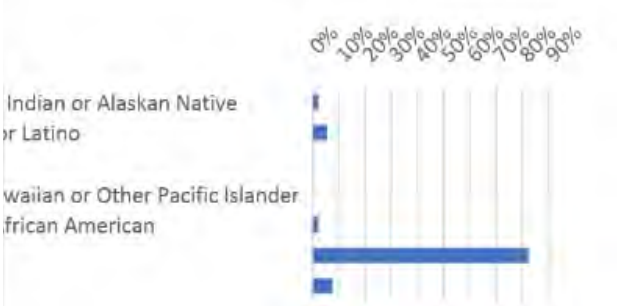
Q10 Gender

Q10



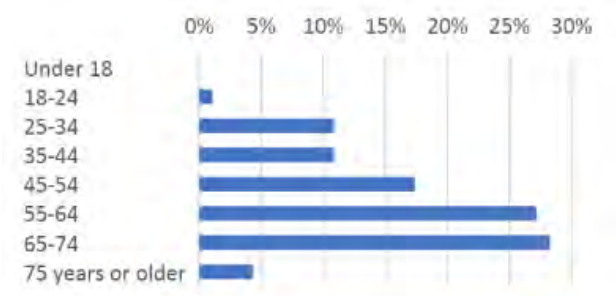
Q11 Race/Ethnicity

Q11



Q12 Age

Q12



Bastrop's Creative Economy

We know that for the City of Bastrop, finding ways in which the arts and culture economy can grow and mature is one of the key goals of the planning process. As such, it is important to have a solid understanding of the basic characteristics of the current creative economy and how it is functioning.

Known as the "Heart of the Lost Pines," Bastrop, Texas, is a unique community that couples historic small-town charm with big-city amenities and an exceptional quality of life. The city covers approximately 11 square miles and is the county seat of Bastrop County. Bastrop is strategically and centrally located on State Highway 71, with convenient access to Austin-Bergstrom International Airport, and within an easy distance of three major metropolitan areas. With Austin just 30 miles to the west, Houston two hours southeast, and San Antonio one -and-a-half hours to the south, Bastrop is in a very advantageous position for cultural and economic development.

Bastrop County and the Creative Economy

To understand the creative economy of the City, we need to first understand the larger trends of the creative economy happening at the county level. Bastrop County boasts a diverse workforce of nearly 3,500 employed workers over the age of 16. These workers fill an array of positions, with some of the greatest proportions of jobs falling in the public administration, retail trade, and educational and health care services sectors. While Bastrop County has a diverse economy, as of 2016 its unemployment rate was 8 percent – slightly higher than the nation's rate, Texas' rate, but lower than the county's.

When looking at the creative economy we can see (with 2016 data) that Bastrop County's economy also has a robust arts and culture sector which earns nearly $17 million each year and supports 1,227 jobs. Notably, Bastrop County has a higher proportion of creative jobs than both Texas and the nation. Art gallery/dealer & independent artists earnings in Bastrop County ($3.4 million) make up the largest share of the county's total creative industry (i.e. arts and culture industry) earnings (20.1%) and architectural and design services come in at a close second ($3.3 million, 19.7%). Within the architectural and design services umbrella industry, "architectural services" ($1.0 million, or 31.7% of total architectural and design services earnings) and "interior design services" ($746K, or 22.6%) constitute the largest shares of industry earnings. The median hourly wage for creative occupations is $17.84, which is lower than Hood County, Kerr County, and Texas overall.

Compared to creative industry earnings in the State of Texas, Bastrop County has a competitive advantage in the following creative industries:

- Art gallery/dealer & independent artists earnings (20.1% of Bastrop County's creative industry earnings, compared to 11.2% of Texas' creative industry earnings)
- Construction (16.1% of Bastrop County's creative industry earnings, compared to 10.1% of Texas' creative industry earnings)
- Jewelry stores and jewelry, watch, precious stone, and precious metal merchant wholesalers (8.5% of Bastrop County's creative industry earnings, compared to 7.3% of Texas' creative industry earnings)
- Photography services (5.8% of Bastrop County's creative industry earnings, compared to 3.8% of Texas' creative industry earnings)
- Stores (book, musical instrument & supplies, sewing & needlework) (4.4% of Bastrop County's creative industry earnings, compared to 3.1% of Texas' creative industry earnings)

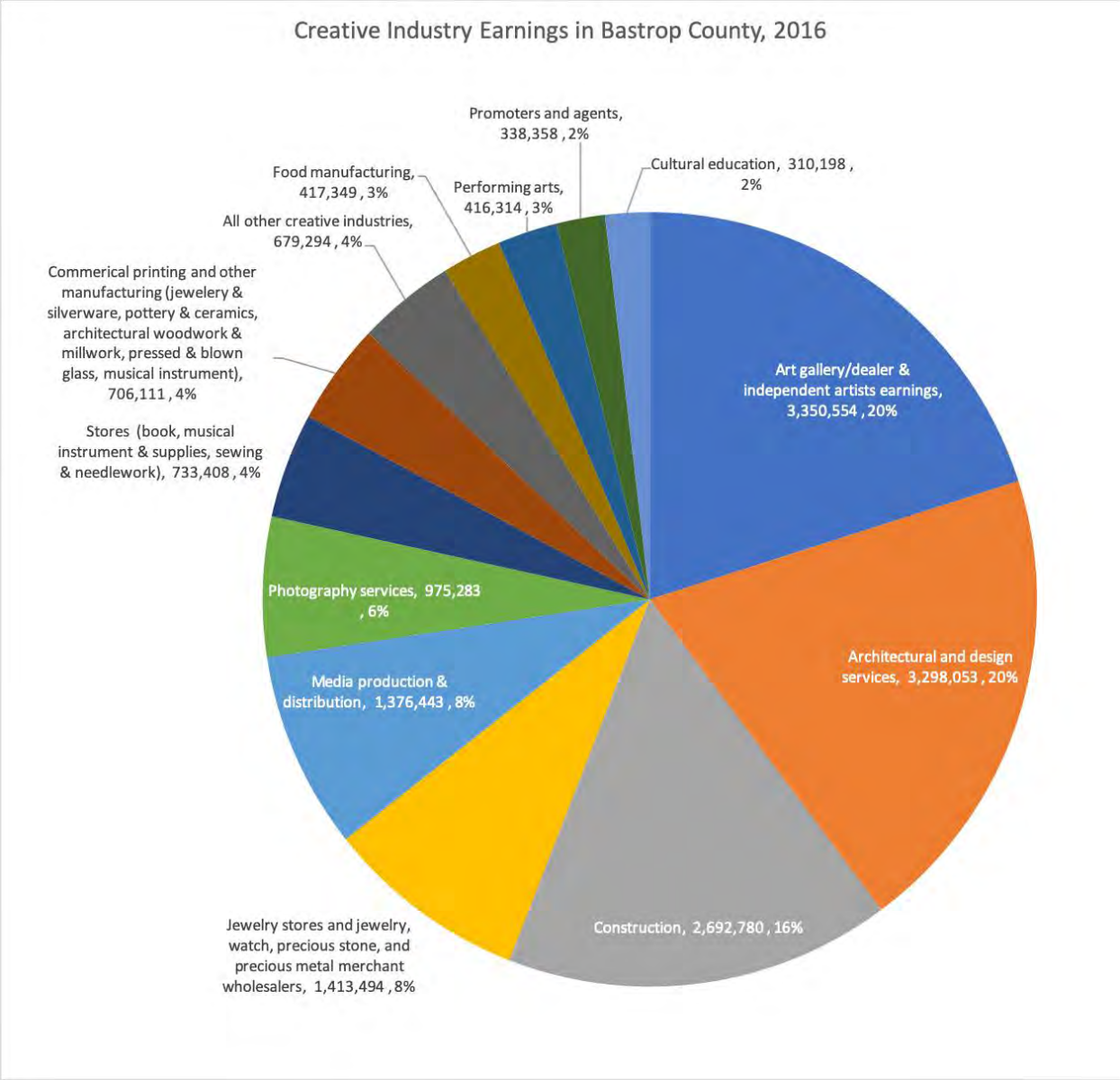
Creative Industry Earnings (2016)								
	Bastrop County		Hood County		Kerr County		State of Texas	
	$	%	$	%	$	%	$	%
Art gallery/dealer & independent artists earnings	3,350,554	20.1	3,928,541	24.8	5,642,870	9.7	1,520,742,192	11.2
Architectural and design services	3,298,053	19.7	3,286,342	20.7	3,098,618	5.3	3,369,593,685	24.7
Construction	2,692,780	16.1	2,755,443	17.4	1,318,641	2.3	1,371,294,183	10.1
Jewelry stores and jewelry, watch, precious stone, and precious metal merchant wholesalers	1,413,494	8.5	1,069,536	6.7	2,382,728	4.1	989,677,048	7.3
Media production & distribution	1,376,443	8.2	284,530	1.8	2,001,314	3.4	1,330,647,621	9.8
Photography services	975,283	5.8	272,476	1.7	614,491	1.1	517,096,216	3.8
Stores (book, musical instrument & supplies, sewing & needlework)	733,408	4.4	454,617	2.9	280,375	0.5	425,298,173	3.1
Commerical printing and other manufacturing (jewelery & silverware, pottery & ceramics, architectural woodwork & millwork, pressed & blown glass, musical instrument)	706,111	4.2	575,714	3.6	37,948,336	65.4	1,066,941,695	7.8
All other creative industries	679,294	4.1	1,862,116	11.7	2,535,501	4.4	933,562,776	6.8
Food manufacturing	417,349	2.5	140,250	0.9	56,948	0.1	495,824,851	3.6
Performing arts	416,314	2.5	376,231	2.4	1,636,806	2.8	460,746,076	3.4
Promoters and agents	338,358	2.0	297,057	1.9	322,521	0.6	518,263,494	3.8
Cultural education	310,198	1.9	568,596	3.6	199,280	0.3	634,937,696	4.7
Total	**16,707,639**		**15,871,448**		**58,038,428**		**13,634,625,705**	

Creative Economy Table 1: County Comparison of Creative Industry Earnings (2016)

About Cultural Industries in Bastrop County

Within Bastrop County there has been significant creative sector growth in many creative industries between 2012 and 2016 and the numbers of individuals who work within these industries as photographers, graphic designers, in the food service industry, interpreters and translators, editors, and interior designers have all grown significantly in the three-year period observed.

Takeaway: Bastrop County shows a strong foundation of creative industry employment, and a significant number of Bastrop residents work in creative industries.



Creative Economy Chart 1: Bastrop County, Creative Industry Earnings (2016)

Note on film-related industries and occupations: The motion picture and video production industry is made up of businesses primarily engaged in producing, or producing and distributing motion pictures, videos, television programs, or television commercials. This industry accounted for $336,837 in earnings in Bastrop County.

If we look at 2016 reportings for creative occupations, Bastrop County supported four jobs for film and video editors; their median hourly earnings is $22.53. Bastrop County supported three jobs for camera operators (television, video, and motion picture); their median hourly earnings is $17.42. With New Republic Studios located within the City's ETJ, these numbers are posied to increase greatly..

About Creative Jobs in Bastrop County

With the county-level data we can also look more closely at creative occupation growth. One important issue with looking at creative sector data is rcognizing the difference between "workers" and "jobs" when talking about occupations. Most occupation data reflect filled jobs, whether full or part-time, temporary or permanent, by place of work. Extended proprietor jobs (these can be thought of as secondary jobs) data are based on tax returns; self-employed and extended proprietors may represent jobs outside of the region. It's important to count extended proprietor jobs for the creative economy because of the prevalence of creative people having multiple sources of secondary income through side jobs and gigs.

It is incorrect to say that the Bastrop County supports 1,227 creative workers. Instead, it's accurate to say that the area supports nearly 1,227 creative *jobs,* or nearly 1,227 *instances of employment*. Jobs are considered instances of employment, not workers since an individual may have multiple jobs. We can think of the number of instances of employment or jobs as reflective of the demand for certain kinds of work.

For example, say I work full-time as a bank teller and do photography gigs on the side. In 2017, I got paid for four photography jobs, one in every quarter (winter, spring, etc.). The number of my instances of employment or jobs reflected in the data will depend on when I report the money I received from these jobs. If I report money I received from each of my four photography jobs in the quarters I completed them, my work in 2017 as a photographer will count as four instances of employment or four jobs. If I report the money I receive from all four jobs in Quarter 4, my work as a photographer will count as one instant of employment, or one job. Unfortunately, we don't know if people are reporting those four jobs every quarter or all at once in one quarter.

Total Creative Jobs in Bastrop County in 2016 : 1,227

Creative occupations with the most jobs in Bastrop County

- Photographers: 192 jobs
- Musicians and singers: 92 jobs
- Writers and authors: 85 jobs
- Interpreters and translators: 66 jobs

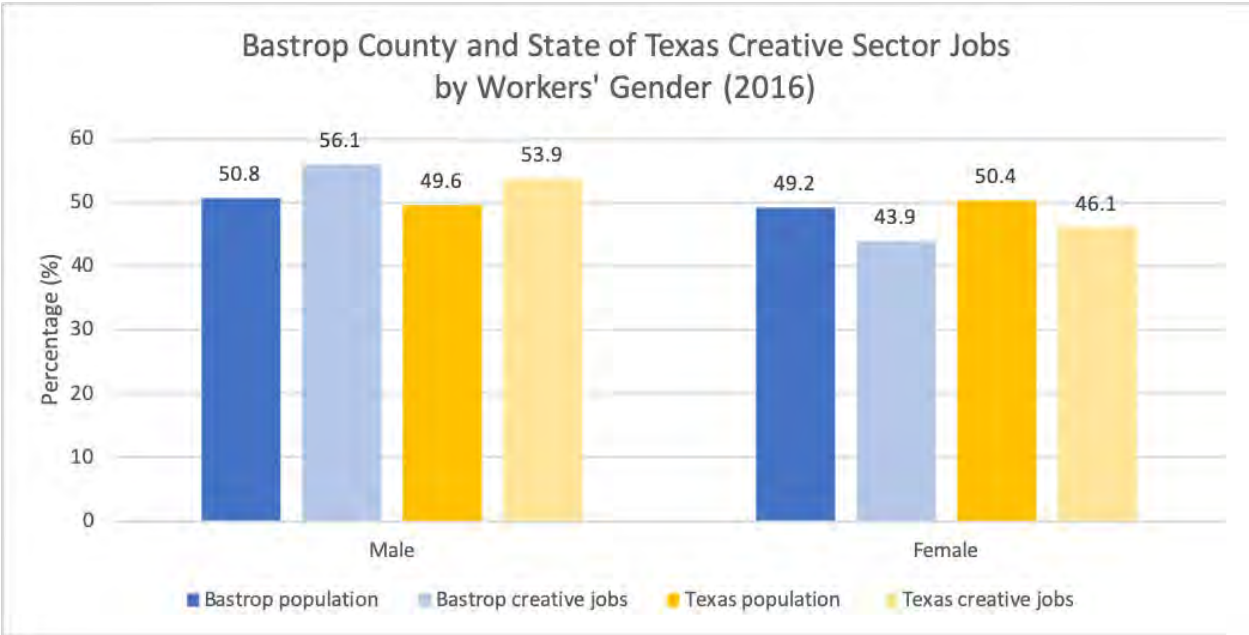
- Graphic designers: 59 jobs

Creative Workers in Bastrop County			
	2013 Jobs	2016 Jobs	% Change
Photographers	157	192	18.3%
Musicians and singers	91	92	0.5%
Writers and authors	81	85	4.9%
Interpreters and translators	51	66	22.6%
Graphic designers	49	59	17.7%
Molders, shapers, and casters (except metal and plastic)	46	49	5.8%
Fine artists, including painters, sculptors, and illustrators	41	42	3.1%
Chefs and head cooks	27	34	19.5%
Tile and marble setters	31	33	5.8%
Architects, except landscape and naval	28	30	7.2%
Tailors, dressmakers, and custom sewers	32	30	-7.8%
Editors	25	29	14.6%
Cabinetmakers and bench carpenters	27	29	6.2%
Art directors	25	28	11.1%
Craft artists	26	27	3.0%
Interior designers	21	25	15.4%
Librarians	23	24	5.1%
Marketing managers	22	24	9.1%
Jewelers and precious stone and metal workers	21	23	7.9%
Entertainers and performers, sports, and related workers	24	23	-4.8%
Music directors and composers	22	22	-1.2%

Creative Economy Table 2: Bastrop County, Creative Sector Jobs (2016)

Gender of Creative Workers:

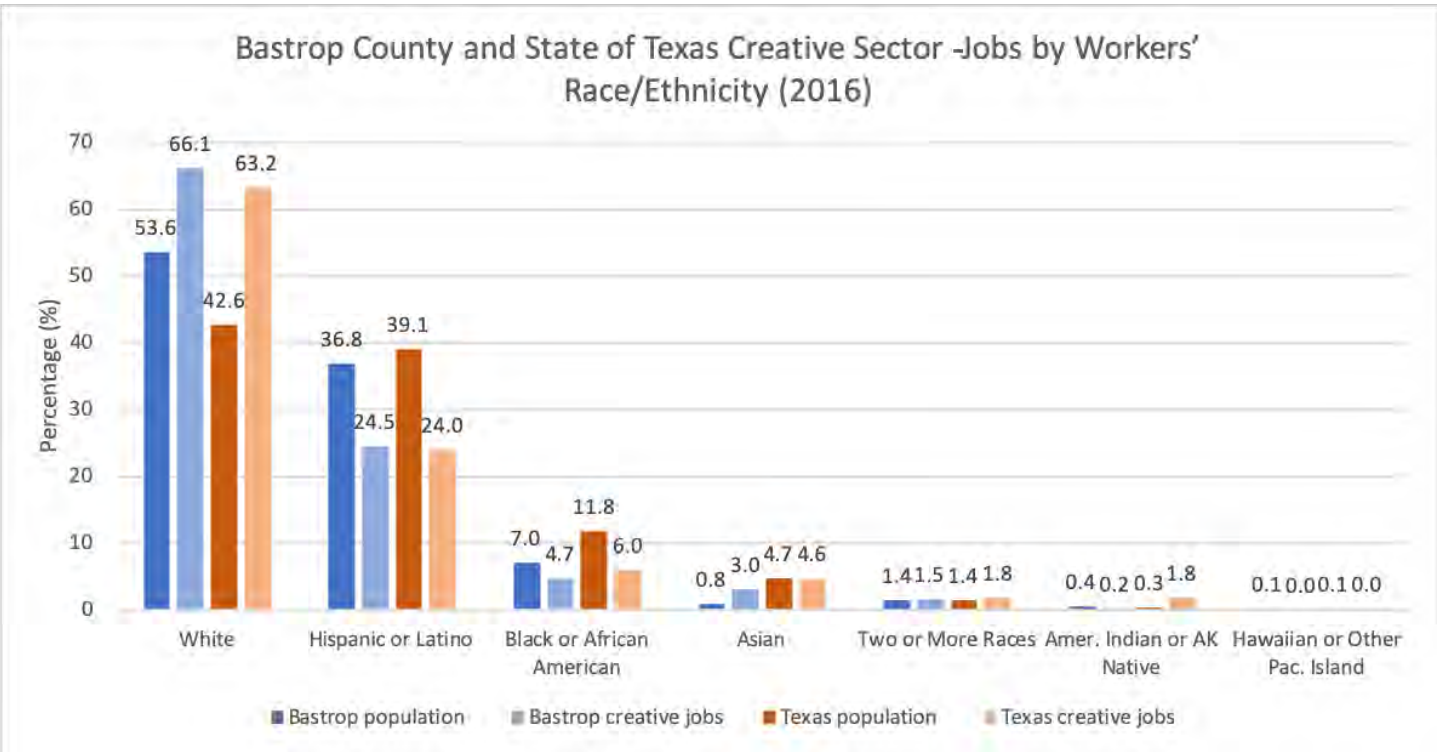
- Men hold more than half (56.1%) of all creative occupations in Bastrop. In comparison, men only make up 50.8% of Bastrop's population
- At the state level, men are also over-represented in the creative workforce compared to the state's population



Creative Economy Graph 2: Bastrop County and State of Texas Creative Sector Jobs by Workers' Gender (2016)

Race and Ethnicity of Creative Creative Workers:

- The majority of creative jobs in Bastrop County are held by white workers (66.1%).
- White people make up 53.6% of Bastrop County's population, so are over-represented in the creative workforce.
- About a quarter of Bastrop County's creative jobs (24.5%) are held by Hispanic or Latino workers; 4.7% are held by Black or African American workers; 3.0% are held by Asian workers; and 1.5% are held by people who identify as two or more races.
- People who identify as Hispanic or Latino and Black or African American are also under-represented in the creative workforce, but the discrepancies are more pronounced in Texas than in Bastrop.
- If we look at the state of Texas, white people are also over-represented in the creative workforce (42.6% of the population is white, compared to 63.2% of the creative workforce). People who identify as Hispanic or Latino and Black or African American are also under-represented in the creative workforce, but the discrepancies are more pronounced than in Bastrop.



Creative Economy Graph 3: Bastrop County and State of Texas Creative Sector Works by Race/Ethnicity (2016)

About Art Sector Occupations in the City of Bastrop

To get a better idea about the City of Bastrop's own creative economy we can look to 2017 American Community Survey 5 year data[1]. Although such an analysis will not allow for as fine a grained analysis as can be accessed at the county level with WESTAF data, we can still get a strong picture of how the City of Bastrop compares to other arts-vibrant cities within the State of Texas.

If we look at occupational data (here identified by gender), we can see that overall the State of Texas has a strong arts-sector economy in its larger cities, and in particular in the neighboring City of Austin. Looking more closely we can also see that, by percentage, **both the Bastrop County and the City of Bastrop have a higher percentage of creative sector jobs than other Texas counties and cities known for their arts and culture economies.**

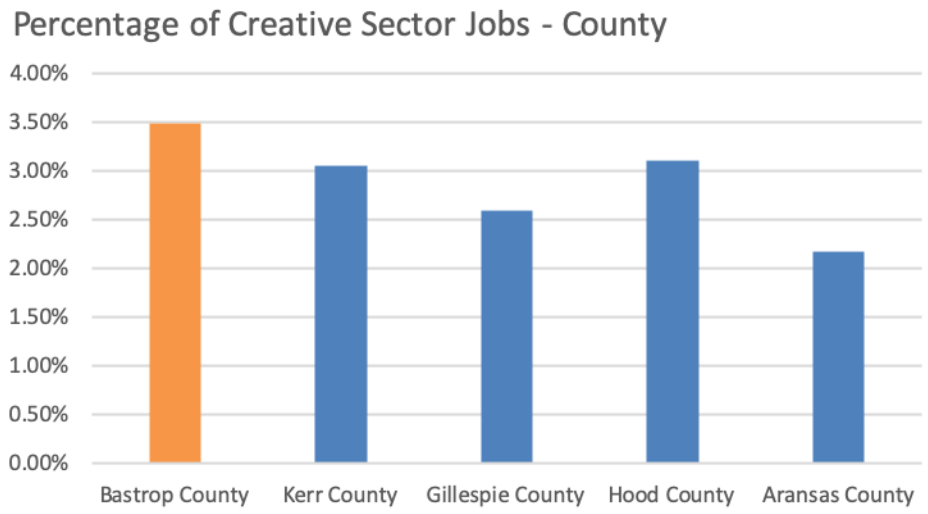
C24010 Sex by Occupation for the Civilian Employed Population 16 Years and Over				
	Dallas, TX	Houston, TX	San Antonio, TX	Austin, TX
Total Jobs:	641391	1109301	672684	518867
Male:	352707	621305	356666	285227
Architecture and engineering occupations	7748	26420	7097	12118
Arts, design, entertainment, sports, and media occupations	7126	10412	5705	11642
Female:	288684	487996	316018	233640
Architecture and engineering occupations	1453	5444	1435	2529
Arts, design, entertainment, sports, and media occupations	6808	8368	4468	9259
Total Creative Sector Jobs	**23135**	**50644**	**18705**	**35548**
Total Percentage of Jobs	**3.61%**	**4.57%**	**2.78%**	**6.85%**

Creative Economy Table 3: Large Cities in the State of Texas - Creative Sector Jobs (2017)

1 U.S. Census Bureau; American Community Survey, 2017 American Community Survey 5-Year Estimates, Table C24010; using American FactFinder; <http://factfinder.census.gov>. - It should be noted that arts sector data from the American Community Survey, within this report, is only specific to the design and arts sectors and does not include other cultural sectors such as food which can be brought in when allowed a finer grain of anlysis.

C24010 Sex by Occupation for the Civilian Employed Population 16 Years and Over	Bastrop County, TX	Kerr County, TX	Gillespie County, TX	Hood County, TX	Aransas County, TX
Total Jobs:	33500	21475	11800	22905	10387
Male:	18766	11268	6199	12708	5784
Architecture and engineering occupations	619	130	112	388	102
Arts, design, entertainment, sports, and media occupations	287	282	65	123	34
Female:	14734	10207	5601	10197	4603
Architecture and engineering occupations	95	54	0	8	0
Arts, design, entertainment, sports, and media occupations	168	191	130	192	90
Total Creative Sector Jobs	**1169**	**657**	**307**	**711**	**226**
Total Percentage of Jobs	**3.49%**	**3.06%**	**2.60%**	**3.10%**	**2.18%**

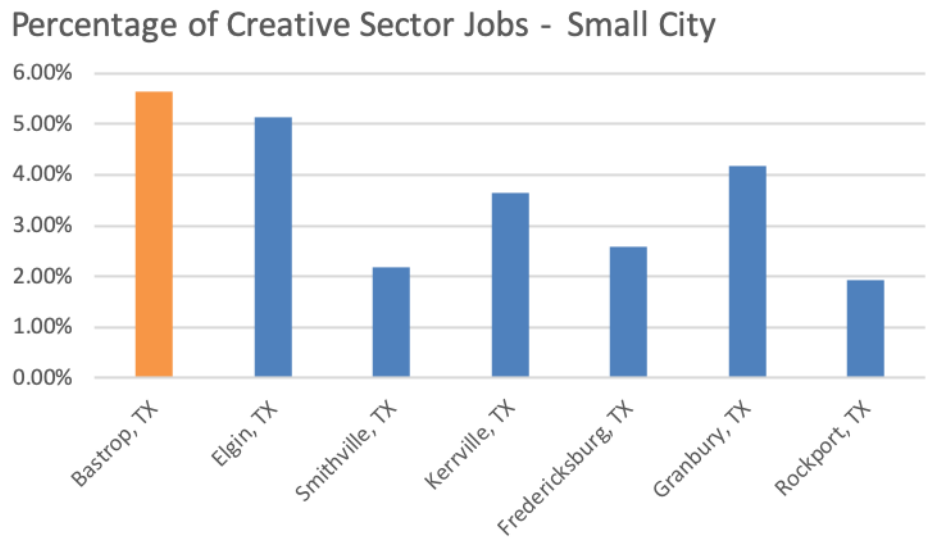
Creative Economy Table 4: Arts-vibrant Counties in the State of Texas - Creative Sector Jobs (2017)



Creative Economy Graph 4: Arts-vibrant Counties in the State of Texas - Creative Sector Jobs by Percentage (2017)

C24010 Sex by Occupation for the Civilian Employed Population 16 Years and Over	Bastrop, TX	Elgin, TX	Smithville, TX	Kerrville, TX	Fredericksburg, TX	Granbury, TX	Rockport, TX
Total Jobs:	3365	3707	1609	9448	4858	3625	4726
Male:	1923	2180	823	4843	2455	1919	2328
Architecture and engineering occupations	73	97	20	63	47	79	0
Arts, design, entertainment, sports, and media occupations	63	63	0	62	19	33	34
Female:	1442	1527	786	4605	2403	1706	2398
Architecture and engineering occupations	23	13	0	46	0	0	0
Arts, design, entertainment, sports, and media occupations	31	17	15	173	60	39	57
Total Creative Sector Jobs	**190**	**190**	**35**	**344**	**126**	**151**	**91**
Total Percentage of Jobs	**5.65%**	**5.13%**	**2.18%**	**3.64%**	**2.59%**	**4.17%**	**1.93%**

Creative Economy Table 5: Arts-vibrant and Neighboring Cities - Creative Sector Jobs (2017)



Creative Economy Graph 5: Arts-vibrant and Neighboring Cities - Creative Sector Jobs by Percentage (2017)

Notes on County Level Data Source and Methodology

About the Creative Vitality™ Suite

All the data we used for the analysis of Bastrop County creative economy data was from Western States Arts Federation's (WESTAF) online tool, The Creative Vitality™ Suite (CVSuite™). WESTAF compiles many data sources for the CVSuite™. The CVSuite™ provides a highly reliable, nationally vetted, annually updateable measure of arts participation (demand for arts products and services) and occupational employment in creative jobs.

WESTAF updates the data in the tool multiple times each year. With every new data version, WESTAF not only updates the current year (2016 in the case of these analyses) but also historical data. WESTAF updates current and historical data because data sources often take years to collect information for a single year. The Bureau of Labor Statistics, for example, takes 2-3 years to collect all of the data for their jobs numbers and finalize the data set for a given year; plus, they make adjustments to data as methodologies change and new industries emerge. For our analyses, we pulled data from the 2018.1 data version.

Occupational Data

Occupation data in the CVI come from Economic Modeling Specialist Intl. (EMSI). EMSI's proprietary labor market data and modeling provide data on creative workers who are full-time, part-time, and contract workers. This is referred to as their "complete" employment set. Including part-time and contract workers is important when reporting on the creative workforce because of the prevalence of gig workers in the workforce. CVSuite occupation data comes from multiple sources. Most notably, the Quarterly Census of Employment and Wages (QCEW) from the Bureau of Labor Statistics and U.S. Bureau of Economic Analysis. The QCEW employment count is a total derived from quarterly contribution reports filed by almost every employer in the U.S., Puerto Rico and the U.S. Virgin Islands.

WESTAF selected occupations to be included in the CVSuite™ through a process of cross-walking occupations by Standard Occupational Classification code with Department of Labor resources for matching particular skill sets with occupations. The original CVSuite™ measured 36 selected occupational categories that are highly correlated with measured skill sets in thinking creatively, originality, and fine arts knowledge as measured by the Employment and Training Administration's "O*NET" occupational network database.

WESTAF continues to expand the list of creative occupations available through the CVSuite™. WESTAF does so by conducting a comparative analysis of creative economy reports from the Creative Arts Coalition, the National Endowment for the Arts, and Americans for the Arts. WESTAF also adds some occupations upon request from clients and partnering organizations. Currently, users have the option of analyzing 85 creative occupations.

Industry Data

Industry sales data is also from Economic Modeling Specialist Intl. (EMSI). Federal statistical agencies use NAICS codes for the collection, tabulation, presentation, and analysis of economic statistics. WESTAF selected industries offered in the CVSuite™ based on relevance to the creative economy and input from CVSuite™ clients. In 2014, WESTAF expanded the list of creative industries available through the CVSuite™ from nine to 72; and in 2016, it expanded the list to 97.

Nonprofit Data

Information about nonprofit arts activity is secured from the Urban Institute's National Center for Charitable Statistics and Economic Modeling Specialists, Intl. The Urban Institute's National Center for Charitable Statistics aggregates information from the Internal Revenue Service's 990 forms. Nonprofit 501(c) organizations with annual gross receipts of $25,000 or

more must submit these forms.

Creative Industry Listings

To identify the industries to include in these analyses, a list of industries was complied based on conversations with the project Advisory Group. The finalized list included:

Construction

Glass and glazing contractors

Tile and terrazzo contractors

Other building finishing contractors

Food Manufacturing

Non-chocolate confectionery manufacturing

Dried and dehydrated food manufacturing

Tortilla manufacturing

Coffee and tea manufacturing

Flavoring syrup and concentrate manufacturing

Mayonnaise, dressing, and other prepared sauce manufacturing

Spice and extract manufacturing

Commercial Printing and Other Manufacturing

Commercial screen printing

Books printing

Support activities for printing

Pottery, ceramics, and plumbing fixture manufacturing

Other pressed and blown glass and glassware manufacturing

Ornamental and architectural metal work manufacturing

Custom architectural woodwork and millwork manufacturing

Jewelry and silverware manufacturing

Musical instrument manufacturing

Stores

Sewing, needlework, and piece goods stores

Musical instrument and supplies stores

Book stores

Media Production & Distribution

Motion picture and video production

Motion picture and video distribution

Teleproduction and other postproduction services

Other motion picture and video industries

Sound recording studios

Record Production and Distribution

Other sound recording industries

Internet publishing and broadcasting and web search portals

Music publishers

Architectural & Design Services

Architectural services

Landscape architectural services

Drafting services

Interior design services

Industrial design services

Graphic design services

Other specialized design services

Photography Services

Photography studios, portrait

Commercial photography

Photofinishing laboratories (except one-hour)

One-hour photofinishing

Promoters and Agents

Promoters of performing arts, sports, and similar events with facilities

Promoters of performing arts, sports, and similar events without facilities

Agents and managers for artists, athletes, entertainers, and other public figures

Performing Arts

Promoters of performing arts, sports, and similar events with facilities

Promoters of performing arts, sports, and similar events without facilities

Agents and managers for artists, athletes, entertainers, and other public figures

Cultural Education

Museums

Historical sites

Zoos and botanical gardens *

Nature parks and other similar institutions *

Libraries and archives

Fine arts schools (private)

Art Gallery/Dealer & Independent Artist

Independent artists, writers, and performers

Art dealers

Jewelry Store and Wholesalers

Jewelry, watch, precious stone, and precious metal merchant wholesalers

Jewelry stores

Other

Reupholstery and furniture repair

Civic and social organizations

Florists

National Case Study Assessment

In order to better identify opportunities for Bastrop, the team looked at various cities around the country that seek to bring and culture to the forefront of new development, both to bolster opportunities for current residents and increase tourism from outside the community. Our guiding questinos were:

1. How can the arts and culture sector help to define a sense of place for the City?
2. How can this sense of place become an ever-evolving experience within the City for visitors and residents alike?

Given the fact that there are not many smaller-sized cities that have undergone robust arts and culture planning efforts, the team looked to identify communities that, to varying degrees, aim to:

1. Take advantage of nearby rapidly growing large metropolitan areas
2. Promote strong and distinctive historical identity
3. Increase tourism but not be defined by it
4. Create actionable funding strategies

The research process distinguished 20 case studies, of which 6 were identified as "primary" case studies for their particular relevance to Bastrop's goals related to cultural and arts development. They are listed and described below as potential sources of inspiration.

Brighton, Colorado

Brighton, only roughly 30 minutes away from Denver by car, aims to provide local access to arts and culture to make the municipality both a local and regional destination for creativity and cultural resources. Released in 2014, their Cultural Strategic Plan seeks to highlight Brighton's assets, resources, and cultural development needs, improves marketing for cultural activities, minimizes barriers to cultural access for all area residents, and measures and tracks public participation in cultural programming.

Relevant Priorities:

- Promote best practices and new tools for collaborative marketing (list-sharing, cross-promotion, etc.) with nonprofits, agencies, and creative industries
- Create online, real-time database in Brighton Arts, Cultural and Tourism website (of arts media contacts, events and deadlines) and tap into other useful data bases
- Work with neighborhood organizations and HOA's to plan their own creative activities and public art providing toolkits and standards
- Measure, evaluate, and then establish incremental goals for the number of ticket giveaways to performing arts events for military, senior and under-served populations
- Increase arts/design representation on community-planning boards/commissions/ committees
- Develop three new versatile performance spaces within new or existing spaces throughout the community with affordable seating for 50-200 people for arts and cultural events
- Build a quality indoor, mid-size conference/performing arts venue with a seating range of 750-1,200.
- Create an outdoor venue accommodating 800-plus attendees for performances
- Develop new venues and opportunities for visual artists to exhibit work
- Identify the arts and culture sector as an economic driver.
- Create arts and culture volunteer database and network.
- Grow and support artist guilds.
- Better coordinate with existing organizations and individuals to assist emerging artists to create incubation opportunities.

Funding Strategies:

- Advocate for financial planning specific to the cultural assets and resources needed for the use and enjoyment of the community
- Encourage workplace giving and corporate philanthropy for arts and culture.
- Prepare an annual "State of the Arts" report for BCIA and a social occasion for funders/donors and non-profits (page 20)
- Conduct continuing research to develop, qualify, and fund cultural district(s).
- Coordinate full participation in SCFD funding to city agencies (Office of Arts and Culture, special events, etc.) and the Lodging Tax Advisory Committee, collaborative strategies for GOS and project funding, visual (public) art) and facilitate partnering and assisting in qualifying non-profits as 501 C 3 designations, preparing proposals, and providing financial and management mentoring.

Taos, New Mexico

After successfully applying for a New Mexico Arts and Cultural District program and designation in 2009, the town of Taos undertook an Arts and Cultural District strategy to spur economic development efforts that emphasize the unique qualities of Taos (including its cultural assets, downtown character, and numerous entertainment amenities), its strategic location in a beautiful natural environment, and its highly nuanced cultural landscape. Through the town's Arts and Cultural District Plan, it aims to attract talented "knowledge workers" and creative entrepreneurs to Taos, further develop physical infrastructure and distinctive urban design, enhance organizational capacity, and create signature art events to stimulate the economy.

Relevant Priorities:

- Enhance historic walking tours of Taos historic sites and districts
- Develop a hospitality training program for local hotel and restaurant service providers for service tips and professional enhancement and also knowledge of local attractions
- Assess current offerings and programs in participatory or experiential tourism (aka Creative Tourism)
- Develop artists in residency program
- Develop an entrepreneurs and artists forum or "salon" such as Santa Fe's ArtMIX to exchange ideas, savvy, technology and dialogue
- The Taos Artist Lofts Project, a 35-unit affordable live/work project for artists in Taos' historic downtown district. Project is a partnership between the Town and Artspace Projects, the nation's leading nonprofit developer of affordable arts facilities.
- Historic rehabilitations – Plaza Theater, various plazas
- Creation of civic district
- Enhance historic walking tours
- Create merchants marketing campaign
- Development of a small grants program to support local arts production and creative entrepreneurs
- Consider forming local Arts Council
- Create and sponsor Arts Leadership Institute

Funding Strategies:

- Gross Receipts Tax Increments: New Mexico Counties are eligible to enact a County Quality of Life Gross Receipts Tax Option to fund the promotion and expansion of cultural programs at a maximum rate of one-fourth of one percent (0.25%)
- Business Improvement Districts – assess annual contributions on property owners within a designated PID for public improvement and infrastructure projects.
- Public Improvement Districts – assess annual contributions on property owners within a designated PID for public improvement and infrastructure projects.
- Certified Local Governments (CLG) program for historic preservation programs administered by the state's Historic Preservation Division (HPD).
- Creative enterprise projects, fund raising, grants
- Lodger's tax

Silver City, New Mexico

Another Arts and Cultural District designee in New Mexico, Silver City is a town of roughly 10,000 residents that houses more than 50 galleries and art spaces. Silver City is also in very close proximity to Gila National Forest, and maintains a year-round schedule of festivals and events focused on the natural beauty of the area, local art and artisans, local music, and film.

Relevant Priorities:

- The Silver City Arts and Cultural District is a distinctive area in Silver City where historic architecture, an excellent eclectic mix of design, niche businesses, and a concentration of artistic and cultural activities foster civic pride, provide opportunities for local creative enterprise, and contribute to a unique, authentic, and stimulating experience for residents and visitors.
- CLAY Festival - As a mandated event through the New Mexico Arts & Cultural District office, the festival brings together artists, educators, entrepreneurs, families, youth, adventurers, and life-long learners to explore clay in its many forms, as well as its impact on our history, present, and future. With the first festival in 2012, the Silver City CLAY Festival now attracts regional, national, and international attention, creating expansive economic opportunities.
- Arts Trail - The Southwest New Mexico Clay Arts Trail is an innovative art and economic development initiative designed to market clay artist communities in Grant, Catron, Hidalgo, and Luna counties as a premier destination for cultural tourism in the Southwest region. As a collaborative marketing effort, the Clay Arts Trail combines and leverages our region's unique educational, historical, and commercial community assets related to clay.
- Adopt an Art in Public Places ordinance for the Town of Silver City.
- Facilitate cross-promotion of arts and cultural events and presentations
- Foster coordination and collaboration among arts and cultural groups.
- Advance historic preservation and adaptive reuse
- Centralized arts and events calendar

Funding Strategies:

- Expand use of lodger's tax to support operational as well as promotional costs.

Mankato, Minnesota

Often highly ranked among communities in the United States for being kid-friendly and very livable, Mankato has centered the arts, cultural heritage, and creativity as ways to enhance the quality of life for residents and attract visitors. Mankato has specifically designated approaches that cater to the needs of creative businesses, individuals, and nonprofits while demonstrating high standards of design and accessibility in public spaces.

Relevant Priorities:

- Develop criteria to recognize naturally occurring creative and cultural districts; provide formal recognition of current and potential creative districts in Mankato.
- Create a master list of current venues/facilities; include types of activities spaces can support (i.e. performance, studio space, maker space, etc.), costs, and contact.

- Designate Heritage landmarks and districts.
- In partnership with the Tourism and Economic Vitality goals, develop new, interactive modes of communicating historically significant places, people and experiences to residents and visitors
- Explore programming to communicate the city's heritage, including interpretive plaques, gateway signage, historic designation markers, mapping of historic resources, historic walking tours and brochures, audio tours, historical performances, and mobile apps
- Establish a city Artist in Residence program
- Develop a list of teaching artists and facilitators who can provide ongoing training to creatives.
- Conduct a comprehensive survey to determine who identifies as a "hobby" artist, "emerging" artist and "professional" artist. Determine through the survey the number of artists who want to remain hobby vs those who want to earn a sustainable income from their art.
- Encourage small retail businesses to carry local artists' artwork.
- Research an artist co-op gallery and develop a network of artists to manage it.
- Create a series of sub-brands to market specific local creative silos and use these sub-brands to draw attention to the talents and capabilities of the overall art and culture community
- Create an Arts Mobile gallery on wheels; bring multiple art forms to various parts of the community.
- Develop comprehensive index of current arts and cultural experiences offered (and who they are offered by), with gaps in offerings identified. Update index to reflect additions and share information with the community
- Convene a gathering of tourism, arts and culture professionals to discuss best means of communication between arts and culture organizations, Twin Rivers Council for the Arts and Visit Mankato.
- Create a large-scale, unique piece of public art, as a tourism draw
- Develop priority listing of creative elements to enhance the visitor and resident experience throughout Mankato (i.e. decorative lighting, artistic alleyway enhancements, and art in parking lots and ramps). Identify frequently used key areas where these elements should be placed.

Funding Strategies:

- Percent for Art program where a predetermined percentage of budget for public facilities is used to incorporate public art into the project
- Establish a Community Arts Fund that supports local arts and culture initiatives, including a "wish list" of public art projects; publicize to the community and encourage donations. Develop criteria for use and dispersal of Community Arts Fund donations; these criteria should incorporate means to support diverse and underserved artists and organizations
- Investigate a Round-Up for the Arts program, which provides residents the option of rounding up their utility bill for arts/culture activities/programming. Direct donations to Community Arts Fund.
- Identify nonprofit arts and culture organizations willing to combine fundraising efforts.
- Create a comprehensive marketing sell sheet on annual arts/culture sponsorship needs and target to individuals and businesses who are interested in sponsoring arts and culture events, programming and projects.
- Provide financial workshops (i.e. grant writing, business plan development, independent contractor proposals, fundraising/development skills, information sharing for creative entrepreneurs and nonprofits) on a regular basis according to the needs and interests of the creative community.
- Create a partnership program between for-profits and non-profits where businesses donate time, expertise, and/or services, providing opportunities for businesses to get involved in the creative community and give back. In return, creatives and arts/culture groups offer creative solutions, ideas, and/or experiences to the business.
- Develop Artist in Residence model for businesses (related to Arts and Culture Access Section)

Dubuque, Iowa

Dubuque is home to a wide array of arts and cultural events and attractions. It boasts an arboretum, botanical gardens, an active theater scene, and many creative events. The City estimates that Dubuque residents experience an economic and quality of life impact of around $47 million per year as a result of its creative sector.

Relevant Priorities:

- Provide information and guidance on how to developer competitive applications for funding.
- Provide, facilitate, or support professional development for artists and creative professionals.
- Recruit creative leaders from other communities to settle in Dubuque.
- Ensure new development agreements are geared towards retaining arts, culture and local character inherent in the neighborhood in which the new development will occur.
- Develop a public art policy and implement public art program funded by a "percent for art" mechanism.
- Create a city department and agency-wide approach to infuse arts and culture throughout municipal activities as appropriate/possible.
- Study repurposing of existing spaces
- Provide and support technical training to organizations and artists
- Make arts and cultural resources and activities available in every neighborhood in the city and country
- Create artists-in-residence programs
- Establish artist exchange or visiting artists programs to bring leading professional artists in from elsewhere
- Make art more visible in all aspects of daily life
- Facilitate the presence and participation of arts and culture at non-cultural activities and venues

Funding Strategies:

- Establish a Percent for Art mechanism in support of public art and/or of grant funding for other arts and culture initiatives.
- Increase municipal investment through dedicated staffing and budget, grants, and other initiatives.
- Amplify private and corporate philanthropy within the community.
- Seek philanthropic support from sources outside Dubuque (at state and federal levels).
- Identify and create revenue streams.
- Create a funding source for individual artists or informal groups who could apply for a grant through a fiscal sponsor (as an alternative to creating a non-profit that has to be sustained).

Secondary Arts and Cultural Case Studies

Silverthorne, Colorado

Relevant Priorities:

- Encourage Silverthorne's first live-work space for artists
- Create an Events & Activities calendar, to include at least one annual participatory art project, one signature event, four additional events/activities
- Food Truck Festival
- Silverthorne Storytelling Festival

Edmonds, Washington

Relevant Priorities:

- Encourage the City to review/develop zoning and permitting incentives that actively encourage developments that sustain the vision for a people-friendly, culture-oriented community, which includes public art and public space, and adds to a rich network of cultural resources (page 18 of Cultural Plan)
- Engage Edmonds' existing, new, and growing ethnically specific communities to develop events, programs or exhibits (page 19 of Cultural Plan)
- Foster and support partnerships and cooperative programming among Edmonds Arts Commission, Edmonds Community College, ECA, EAFF, Edmonds Library, Edmonds Senior Center, other nonprofits, and the Edmonds School District to promote classes and activities aimed at building new audiences for culture (page 20 of Cultural Plan)
- Convene artists and arts businesses to discuss and explore establishing an "art recycling center" or similar mechanism to promote trading/sharing of resources between artists and encourage "upcycling" of materials by community members (page 20 of Cultural Plan)
- Maximize youth engagement with professional artists by encouraging arts organizations and the School District to coordinate opportunities for visiting artists to engage with youth and students through workshops or events (page 20 of Cultural Plan)
- Advocate for affordable forms of live/work development that can accommodate and support working artists in Edmonds (page 21 of Cultural Plan)
- Bundle dining/drinking, recreation, and lodging opportunities with arts and cultural experiences (page 2 of Impact Recommendations)

Vancouver, Washington

Relevant Priorities:

- Expand the City's public art program, including installing pieces throughout the city, and clarify roles for decision-making and artist selection (page 7)
- Expand the popular Summer Concert Series to include additional performances in East Vancouver and/or Clark College and the new Waterfront Park (2019), including additional staff to support programming and permitting (page 7)
- Expand practice of making space available in City Hall for art and heritage exhibits to other City-owned facilities
- Design and implement art-based streetscape improvements targeted at the heart of the Arts District, which may include increased pedestrian and amenity space, or partial street closure to support arts uses

- Dedicate a portion of the Historic Reserve properties to makers or live/work artist space at rates that are below market-rate

Funding Strategies:

- Hire two full-time staff positions to coordinate and champion the City's culture, art & heritage programs
- Under the direction of the Cultural Commission, restore the Cultural Grant program which provides small grants for culture, art & heritage organizations
- Expand neighborhood grant program to include culture, art & heritage projects, allowing neighborhoods to plan for desired enrichment specific to their community

Louisville, Colorado

Relevant Priorities:

- Establish locations for small-scale arts uses, such as creative businesses, artists' studios, small performing and exhibition spaces, and other cultural uses
- Support programming in non-traditional venues such as community centers, parks, and other public spaces
- Evaluate City-owned and private facilities to determine possible partnership for use of existing inventory within the community
- Develop policies and ordinances that enable the creation of affordable artist live/work and studio spaces (
- Explore the benefits of creating a designated cultural district
- Develop and support collaborative advertising efforts among community arts organizations to reach all segments of the population and consolidate resources

Park Rapids, Minnesota

Relevant Priorities:

- Explore developing creative maker spaces in the community
- Create an inventory of historic and cultural assets.
- Establish an annual festival celebrating innovation, arts, and creativity.
- Develop an award for contributions to the City's arts and cultural amenities
- Hold an annual open house to get feedback from the public on community needs.

Funding Strategies:

- Utilize the Park Rapids Community Fund to support Arts and Culture Advisory Commission work.
- Allow residents to volunteer financial support of the arts through their utility bills by filling out a "Check Yes for Arts and Culture" on their bill.
- Explore development of City impact fees to fund public Arts and Culture Advisory Commission work

Eau Claire, Wisconsin

Relevant Priorities:

- Create opportunities for professionals, artists and cultural workers to interact, network and/or work together
- Foster food industries based on local products and markets.
- Support potential for growth of music industry
- Map Eau Claire County's cultural resources
- Link residents' "Quality of Life" with "Quality of Experience" for visitors
- Understand our "Quality of Place." Articulate what is distinctive about Eau Claire County culture/heritage. From this, develop a vision for visitor experience in the future (x years away).
- Secure a mix of "every day" and "special occasion" options so that there is never a time not to visit Eau Claire County.
- Respect and protect historic buildings and neighborhood character

Funding Strategies:

- Develop (or add) to the criteria for receiving public support (room tax funding, County Ec. Dev. Funding) for cultural venues and programming
- Work with the Eau Claire Community Foundation on a Giving Circle or other methods of mobilizing more philanthropic support for the cultural sector

Valparaiso, Indiana

Relevant Priorities:

- Develop an artist residency program.
- Develop a student internship program between Valparaiso University and local artists/ art-focused businesses.
- Explore idea of developing a "makerspace."
- Develop artist live/work spaces.
- Create a Valparaiso Theater Festival.
- Install free district-wide WiFi.
- Create a smart device application that summarizes all events going on in the community.
- Build an art playground.
- Develop a digital/interactive historic tour of downtown Valparaiso (including architecture, memorials, sites, etc.)
- Expand current culinary arts activities and events.
- Create, maintain and publicize a comprehensive arts, culture and creativity assets inventory.

Marquette, Michigan

Relevant Priorities:

- Develop and administer a public art investment policy for all buildings under the auspices of the City; help organize a City appointed Public Art Committee to administer the public art process.
- Partner with local nonprofits and artist associations to produce and increase programming; Arts and Culture staff to help develop curatorial committee for exhibition
- Serve as a resource location for the artists and arts organizations; provide a clearing house for information the creative community needs to better support and promote themselves.
- Design policies for local art exhibits in city spaces, which includes a clear, congruent curatorial and juried strategy that the City Arts and Culture staff implements.
- Conduct a study comparing rental rates for housing and studio space in the Marquette area versus other similar areas along Lake Superior. Assess viability of developing a subsidized housing/space plan that would be supportive of more artists living and working in downtown Marquette; explore o ffering ongoing help for artists looking for work/ live space.

Kingston, NY

Relevant Priorities:

- Institute a Mayor's Arts Awards, a high-profile annual community-wide juried event where awards are presented by the Mayor in a number of categories sponsored and funded by local businesses, individuals, and organizations.
- Aim to have cultural infrastructure in every neighborhood
- Incorporate the work of artists into public works projects, such as transit shelters, hydro boxes, manhole covers, culverts, bridges, railings, etc – create an artful public realm
- Endorse the "placemaking for cultural vitality" checklist
- Create a new civic exhibition space
- Create a subsidized space for cultural incubation and creative collaboration
- Establish summer or seasonal festival
- Establish an interdepartmental staff group to support collaborative working relationships and provide advice on the use of cultural resources to achieve city-wide strategic objectives and support the adoption of a cultural lens by all City departments.
- Develop cohesive tourism strategy

Funding Strategies:

- Increase City of Kingston Arts Fund from $3.84 to $5.00 over the next five years beginning in 2011.
- Pursue multi-year funding for eligible projects
- Increase annual funding to the Kingston Arts Council

Peach Tree Corners, Georgia

Relevant Priorities:

- The City should build a City-operated 150 - 500 seat theater, with a 50 -100 seat black box theater, and adjoining community meeting space. Begin with a business plan/feasibility study to identify programming and funding strategies.
- Create an arts/technology innovation festival.
- Create a music festival and locate it along the river to take advantage of its natural and beautiful setting.
- Consider developing a theater festival.
- Coordinate Temporary Performances in highly visible public spaces, such as the Town Center or the trail.
- The city is encouraged to coordinate performances in key public spaces, such as the Town Center, the trail, and Technology Park.
- Consider functional art such as creative street lights, benches, and bike racks.
- Develop arts programming in vacant spaces.
- Consider Artists-in-Residency programs.
- Design and Develop Functional Art

Funding Strategies:

- Dedicate a percentage of Capital Projects towards arts initiatives. All City Capital Projects will be required to allocate 1% to the arts.
- Volunteer a percentage of private development projects towards the arts. New developments can choose to provide 1% of construction cost to the arts.
- Tax Allocation District (TAD) - in key redevelopment areas consider implementing a TAD, to encourage redevelopment. A portion of TAD investment dollars can be used for the arts - such as functional street art.
- As many of the arts initiatives discussed can promote tourism and attract visitors to stay in Peachtree Corners' hotels, consider Hotel/Motel taxes for implementation.
- Consider use of SPLOST funds for public art projects - such as a theater and functional art.
- Environmental mitigation funds could be utilized to enhance the arts.
- Pursue additional funding from local commissions or chambers of commerce, as well as grant funders.
- Pursue private funding from citizens who live in the city and will be the primary beneficiary of these programs; a "FriendRaising" campaign.
- Crowd-source funding.

Sugar Land, Texas

Relevant Priorities:

- Incorporate responsibility for cultural arts within an existing City decision-making board or commission by ordinance or resolution to coordinate and lead cultural arts activities in Sugar Land and partner with community organizations on appropriate collaborative efforts
- Consider contracting with an existing community organization to partner together on the leadership and oversight of collaborative efforts; if pursued, establish a clearly outlined scope of work and list of outcome expectations
- Through a granting program overseen by the City, award funding to cultural arts organizations and initiatives and individual artists. Utilize a variety of funding mechanisms (grants, program-related investments, fellowships, etc.) and through fair, peer-reviewed processes.
- Incorporate cultural arts-specific performance measures for City departments
- Periodically reassess the need for future facilities, such as the community theater recommended by the Visioning Task Force as part of the Comprehensive Planning Process completed in 2008.
- In possible partnership with a community organization, establish or become part of a cultural space brokerage (see example below) to market affordable or low-cost spaces that are currently available for rent to cultural arts practitioners – these could include storefronts, surplus office inventory, etc.
- Support cultural arts providers financially through numerous and varied sources, including City departments, a City-led granting program, partnerships with community non-profit organizations, private and corporate foundations, for-profit businesses, and private donors
- Create a grant program to be approved by the City Council to establish clear guidelines for awarding grants at least annually through a fair, confidential, peer-review process. Grant guidelines should reference the priorities of the Cultural Arts Strategic Plan where applicable
- In possible partnership with a community organization, provide monthly or quarterly professional development and capacity building training for cultural arts organizations and individual artists.
- In possible partnership with a community organization, encourage cultural arts activity and volunteerism at local cultural arts nonprofits through corporate social responsibility programs, including volunteer and mentor programs.
- Build a critical mass of artists and arts organizations in areas with existing cultural arts entities and supporting amenities.
- In possible partnership with a community organization, promote Sugar Land's history – including Imperial Sugar heritage, the city's connection to Stephen F. Austin, historic cemeteries – through cultural arts to distinguish the city and relevant neighborhoods.
- In possible partnership with a community organization, create and implement a media campaign promoting local cultural arts targeted both to Sugar Land residents and businesses and other area residents and businesses. The campaign could include testimonials from local residents and businesses regarding the value of cultural arts in Sugar Land.
- Develop and implement a City Council-approved public art plan and ongoing program by the City.
- Attract cultural arts participants from outside of Sugar Land
- In possible partnership with a community organization, create a catalogue of cultural arts offerings that is accessible in multiple formats: online, in print and via social media outlets.

Funding Strategies:

- Designate a "Percent for Art Fund"2 for municipal works of art (public art) so that all City-funded construction projects include an amount equal to at least one (1) percent of the estimated cost of the project for works of art to be located in public spaces throughout the city

- Develop and incorporate an arts component for the City's development process (e.g. Planned Developments) that would further encourage the inclusion of public art in future developments within the City. Additionally, if pursued, consider offering developers an "in-lieu" fee that could be paid instead of installing original art work in the development to go toward funding for City cultural arts efforts – including the granting program.

- Include cultural arts projects in Tax Increment Reinvestment Zones (TIRZ) to support the development of arts facilities and programming.3

- Designate a portion of hotel room tax revenue (HOT tax) to benefit cultural arts activities – to be dispersed.

- Allow city residents to volunteer financial support of the arts through their utility bills. For example, city utility customers could opt to add $2, $5 or $10 a month to their utility bill by filling out a "Check Yes for Arts and Culture" on their bill.4

- Utilize the Sugar Land Legacy Foundation to maximize dollars available for capital projects supporting the development of arts.

- Fund City's financial support of cultural arts through a variety of streams, such as: Sugar Land Legacy Foundation5 , HOT funds, property tax and Sugar Land 4B Corporation.

Roswell, Georgia

Relevant Priorities:

- Provide and facilitate a range of more sophisticated and contemporary programming.

- Provide programs and events to better engage underserved populations and celebrate cultural diversity.

- Create a signature festival of arts, culture and creativity that reflects aspects of Roswell's unique identity.

- Balance Roswell's historic and contemporary identities.

- Provide more programming in East Roswell.

- Create a marketing collaborative among arts providers.

- Develop a comprehensive arts web portal and social media program.

- Engage an artist in the Cultural Affairs Division who is available to all City departments, to provide an aesthetic design perspective and identify opportunities for art projects.

- Create a program of temporary public art.

- Provide technical assistance and capacity-building programs for cultural organizations and artists.

- Provide incentives for creative businesses to locate in Roswell and provide small business support.

- Develop creative sector live-work spaces.

- Develop a creative "maker space."

- Develop a creative sector incubator, or include a creative focus within broader incubator space.

- Provide internships and mentorships in creative businesses.

- Create an arts education council to promote information sharing and coordination among stakeholders.

- Create a directory of arts programs and resources available to schools.
- Provide and facilitate performance and exhibition opportunities to showcase student achievement in the community.
- Develop a mini-grants program for teachers, to support their arts education work in classrooms.
- Improve performance and festival venues along the riverfront.
- Develop smaller, flexible performance and exhibition venues in diverse locations in the city.

Funding Strategies:

- Enact a 2% for art requirement for all new public capital improvement projects and new private development including commercial, industrial and multi-unit residential projects whose permit valuation exceeds $1 million.
- Support the development of a new nonprofit cultural council for arts, culture and creativity.
- Support the development of a new nonprofit cultural council to provide leadership and funding for Roswell's arts, cultural and other creative programs.

Waterville, Maine

Relevant Priorities:

- Establish a comprehensive marketing and communications plan to amplify Waterville's brand as an arts destination.
- Develop co-op advertising opportunities to expand reach and impact.
- Seek editorial coverage outside of the region and the state through targeting outreach and pitching of special programs and news releases.
- Coordinate marketing roundtable meetings 2-3 times per year to communicate and strategize about future marketing plans and review results of past efforts.
- Create and maintain a comprehensive inventory of arts and cultural assets.
- Enhance the Waterville Creates! website to include engaging and interactive features and improve the usability of the cultural calendar
- Develop improved signage and wayfinding for arts and cultural assets.
- Identify key events, such as the Maine International Film Festival and the Taste of Waterville, that would benefit from complimentary arts programming and work with partners to integrate multi-disciplinary offerings
- Establish a Public Art Task Group to develop and implement a plan for public art in the City of Waterville
- Create a public art policy for the city that addresses temporary public art options, maintenance plans for permanent or semi-permanent public art, and necessary ordinance changes.
- Develop and promote a proposal process for public art projects.
- Advocate for the integration of public art in the Riverwalk project, downtown streetscape projects, recreational trails and parks, and other highly visible locations and projects.
- Establish a Live Music Task Group to help match venues with musicians of all skill levels.
- Work with downtown and surrounding businesses to coordinate a Waterville Art Walk or similar event.
- Work with artists to create colorful street furniture.

- Establish a local pool of funding to support school field trips to arts institutions
- Create opportunities for networking by hosting gatherings for artists and creative professionals.
- Develop artist-in-residency and fellowship programs that are integrated with the programming of multiple local arts institutions.
- Explore the possibility of an awards or recognition program for local artists and/or creative businesses.
- Work with businesses to coordinate periodic weekend demos by artists, crafters, and musicians.
- Partner with established organizations to offer workshops and trainings for volunteer board members, staff, and community members
- Track monthly and annual attendance figures at arts and cultural institutions and events and use data to raise public awareness of the value of arts and culture in the community.
- Conduct and/or participate in economic impact studies to measure the activity generated by arts and cultural institutions and events.

Funding Strategies:

- Develop cross-institutional sponsorship opportunities to consolidate "asks" to local businesses.
- Encourage collaboration between organizations to develop larger scale, national grant requests.
- Explore the use of TIF funds to establish a public art fund.

Freeport, Maine

Relevant Priorities:

- Establish ongoing communication strategies and networking opportunities to better connect Freeport arts, cultural, and heritage providers
- Maintain a shared list of relevant parties involved in furthering implementation of the cultural plan
- Establish relationships with the business community that have an art, cultural, and heritage-based component
- Establish an online cultural asset map
- Explore options for placement of a community bulletin board and cultural kiosk
- Collaborate to design a printed art, cultural, and heritage map/guide that highlights signature events and resources
- Provide hospitality-based businesses with a cultural tourism toolkit
- Work with school teachers to make community-based arts, culture, and heritage opportunities known to students and parents by creating a list of local destinations for school field trips
- Create and share with teachers a directory of local artists and performers who are interested in collaborating with the schools and mentoring youth
- Research and pursue artist-in-residence opportunities
- Facilitate student performances and displays in public spaces, such as the Library and Community Center
- Have events and activities within walking distance of schools

- Consider enhancing festivals and fairs by making Freeport's downtown streets temporarily pedestrian-only
- Consider incorporating buskers in festivals
- Create an annual civic award recognizing a business or artist adding to the vibrancy of Freeport
- Utilize empty spaces and storefronts for temporary artist displays and pop-up shops
- Organize a youth art venue to increase family participation
- Maintain an inventory of empty commercial spaces appropriate for cultural use in Freeport's downtown
- Work with property owners and realtors to offer affordable rents for creative enterprises
- Explore the feasibility of establishing a program that provides incentives to property owners to lease second floor spaces as live/work space for artists and makers

Funding Strategies:

- Explore options such as: funding for culture as part of infrastructure projects, real estate development incentives toward cultural contributions, percent for the arts programs, and incentives for commercial buildings to include public art
- Establish incentives that encourage investment in cultural activity in Freeport's arts district

Strategy Recommendation Charts

Percent for Art: Ordinance Example

Regional Arts & Culture Council

PERCENT FOR ART GUIDELINES

City of Portland and Multnomah County
Revised October 2006

Throughout history art has been instrumental in creating unique public places that have yielded physical, social and economic benefits for a community. These guidelines outline the processes for selecting, commissioning, placing, maintaining and deaccessioning artworks purchased through the City of Portland and Multnomah County Percent for Art Programs. The Regional Arts & Culture Council (RACC) is the non-profit entity responsible for administering the program.

I. PURPOSE

The purpose of the Public Art Program (of which the Percent for Art is a part) is to integrate a wide range of art into public spaces in the community and reflect the diversity of artistic disciplines, and points of view. The program promotes education about the arts through its collection and related programming and serves to raise the public's awareness of their environment and to expand their knowledge and understanding of the arts.

Through the Percent for Art Program, RACC advocates for artists and cares for the collection by:

- providing opportunities for artists to advance their art forms.
- developing a public collection of artworks with strong inherent aesthetic qualities.
- encouraging early collaboration with artists on planning or design teams that contribute to the revitalization of neighborhoods and redevelopment areas throughout the region.
- encouraging public dialogue about art and the various roles of artists.
- encouraging the preservation of cultural traditions.
- including public agency and community representatives in the selection process.
- building the collection through gifts and donations.
- ensuring proper cataloguing of the Public Art Collection.
- providing proper display, storage, handling and maintenance of artworks in the collection.

II. PUBLIC ART ADVISORY COMMITTEE

The Public Art Advisory Committee (PAAC) is the standing RACC committee that oversees the Public Art Program. The PAAC oversees policies, sets goals and provides curatorial guidance for the selection, placement and maintenance of works of art acquired through the Percent for Art

Program and other public/private programs. Membership includes no more than 2 RACC Board members, the RACC designee on the Design Commission, and 6-8 arts professionals who are artists, architects, landscape architects, curators or individuals with considerable experience in the visual arts. The RACC Board Chair approves final appointments to the PAAC. Members serve 3-year terms with one 18-month appointment reserved, when possible, for an artist with public art experience. Meetings are held monthly.

For City/County Percent for Art projects, oversight responsibilities include:

- responding to briefing(s) by RACC staff, agency representatives and project designers
- recommending selection panel members
- recommending and/or approving direction of project
- approving semi-finalists
- monitoring all final artworks added to the collections.

In addition to overseeing the Percent for Art Program, the PAAC also oversees the following programs that fall under the auspices of RACC's Public Art Program:

A. Artist selection for the Design Team Roster

B. Temporary programs: Portland Building Installation Space, in situ PORTLAND, and *intersections*: public art residencies

C. Proposals submitted as part of the Public Art Murals Program *(*see *Public Art Murals Application & Guidelines)*

D. Donations of artwork to the public collection (see *Guidelines for Donations of Artwork*)

E. Floor Area Ratio (FAR) Bonus Program (see *FAR Procedures and Guidelines for Private Developers*)

F. Memorials for public parks (see *Accepting Gifts and Memorials, Administrative Rules* adopted by Portland Parks & Recreation)

G. Private parties substituting public art for street level windows (see *Art Substitute for Ground Floor Windows Guidelines*)

III. IDENTIFICATION OF PERCENT FOR ART PROJECTS

A. Item 5.74.020 (download document) of the attached Percent for Art Ordinance 179869 outlines qualifying improvement projects for the City of Portland. Multnomah County Ordinance Nos. 7.450 through 7.456 (download document).

B. Chapter 5.74 Acquisition of Public Art Administrative Rule will outline the Administrative Rule by the Office of Management and Finance (in process).

IV. CONFLICT OF INTEREST

A. No artist sitting on RACC's Board of Directors or the PAAC may submit for public art projects over which RACC has approval authority or administrative responsibility during his/her tenure.

B. No RACC staff member or member of his/her household may submit for public art projects for which RACC has approval authority or administrative responsibility.

C. No member of the project architect's firm or design team may apply for a Percent for Art project being designed by that firm.

D. No artist sitting on a selection panel may submit for the project for which the panel was formed.

E. Panelists are required by RACC's Articles of Incorporation and Oregon statutes to disclose direct or indirect financial or non-financial conflict of interest. Disclosure should occur prior to consideration and discussion of artist selection process. Following disclosure of financial or non-financial conflict of interest, the panelist must refrain from voting on the artist in question. The panelist may also choose to refrain from discussion although both discussion and voting is permissible under RACC bylaws and Oregon statutes. (See RACC's *Conflict of Interest Policy* for definitions.)

V. SELECTION PANEL APPOINTMENTS

A. Method of Appointment

The PAAC recommends selection panel members from a reference list that is continually updated by public art staff in conjunction with PAAC recommendations. The PAAC takes into account the established formula listed below, requests by individuals to serve, and staff recommendations. Selection panel members serve at the discretion of RACC.

B. Panel Structure

Panels may be composed of the following:

1. Voting members
   a. Three arts professionals, two of whom must be artists
   b. The project's building and/or landscape architect or engineer
   c. A representative of the participating bureau
   d. A citizen preferably from the neighborhood affected by the project

2. Non-voting members
   a. RACC public art staff
   b. Project manager for participating bureau

Each panel serves through the completion of one public art project. For complex projects, a selection panel may appoint a sub-committee to make recommendations to the full panel. At least two of the sub-committee members must be artists.

VI. SELECTION PANEL PROCEDURES, RESPONSIBILITY

A. Public Art staff holds an orientation for each Selection Panel including a presentation of completed and relevant public art projects, review of program guidelines, a project overview and a review of any goals already established by the PAAC and the participating bureau.

B. The Selection Panel:

1. Develops the project's goals, sites for artwork, and suitable art forms, taking into account goals and sites already recommended.

2. Decides to commission site specific work, purchase works of art for the City/County Portable Collection, or commission temporary works that would be documented for future reference after the life of the piece.

3. Determines a method for artist selection:
   a. *Open Competition*: Any artist applies, subject to limitations established by the Selection Panel or PAAC.
   b. *Invitational*: One or more artists are invited to submit proposals.
   c. *Direct Purchase*: A completed work of original art is purchased from submitted applications or other appropriate methods.
   d. *Design Team*: Artists are selected from an open competition if time allows or from RACC's Design Team Roster.

4. Narrows the selected artists through paid competitive proposals or interview.

5. Reserves the option to make no selection from submitted applications and to reopen the competition or propose other methods of selection if no proposal is accepted.

6. Approves all selections by a majority vote or consensus.

7. Presents the semi-finalists to the PAAC for recommendation to the RACC Board for approval.

8. Reports the finalists and their work to the PAAC.

9. Approves artist's final proposal and subsequent changes in concept or media during the duration of the artist's contract.

VII. SELECTION CRITERIA

A. Criteria to be used for acquisition of artwork by either purchase or commission shall include:

1. **Artistic quality.** Strength of the concept, vision and craftsmanship of the artwork.

2. **Context**. The architectural, historical, geographical and/or socio-cultural context of the site.

3. **Media.** All art forms including disciplines and media that are temporary and which survive only through documentation after the life of the piece has ended.

4. **Longevity**. The structural and surface soundness and inherent resistance to theft, vandalism, weathering, and excessive maintenance or repair costs.

5. **Public Safety**. Meets City building, electrical and other codes for safety.

6. **Diversity.** Artwork that is diverse in style, scale, and media, and ranges from experimental to established art forms; also refers to artists from assorted backgrounds and ranges of experience.

7. **Feasibility.** Artist's ability to successfully complete the work as proposed based on experience, durability of materials, project budget, timeline, and city/county zoning/construction/design guidelines.

8. **Duplication**. Artwork is unique and an edition of one or of a limited edition.

B. Design Team Projects
Additional criteria for selecting artists for design teams include:

1. Proven ability to work effectively in collaborative art and design projects.

2. Strong communication skills and a willingness to learn.

C. Public Art Murals Program
Murals approved as part of the Public Art Murals Program must remain in place for a minimum of five years. Additional criteria for approving public art murals include:

1. **Artistic merit.** Demonstrated strength of artist's concept and craftsmanship as well as originality of proposed mural; appropriateness of scale to the wall upon which mural will be painted/attached and/or to the surrounding neighborhood; and architectural, geographical, socio-cultural and/or historical relevance to the site scale.

2. **Community Support.** General support/advocacy from building owner/user, surrounding neighborhood, adjacent businesses and arts community.

3. **Feasibility.** Demonstrated ability to complete the proposed mural on time and within budget.

VIII. APPROVAL PROCESS

A. The PAAC approves semi-finalists recommended by the Selection Panel.

B. The RACC Board approves all contracts for percent for art projects and public art murals.

C. RACC staff accessions the work into the public art collection.

D. When an artist is hired from a PAAC approved roster, the PAAC may serve as the Selection Panel or recommend a Selection Panel, and approves the budget, the selected artist(s) and the proposed artwork.

E. Except as limited by the Percent for Art ordinance, the PAAC's decisions about the selection, acquisition, siting, maintenance, disbursement of Public Art Trust Fund, deaccessioning, administration, education and registration of Public Art will be final.

IX. PLACEMENT OF WORKS OF ART

A. While it is the intent that a site specific work will remain in the location for which it was created, RACC reserves the right to move a piece if circumstances dictate (see XI below).

B. Works of art that are part of the Portable Works Collection will move throughout City/County facilities at the discretion of RACC, taking into account requests from the various bureaus.

C. Temporary works of art commissioned will be documented with appropriate media either by the artist(s) or by RACC.

X. RESITING SITE SPECIFIC WORKS OF ART

A. The PAAC may consider resiting a site specific artwork for one or more of the following reasons:

1. The condition or security of the artwork can no longer be reasonably guaranteed at its current site.

2. The artwork has become a danger to public safety in its current site.

3. The site has changed so that the artwork is no longer compatible as placed.

B. Once the PAAC has determined that an artwork meets one or more of the above criteria, it initiates the following process:

1. RACC public art staff makes a good faith attempt to discuss resiting with the artist.

2 If the artist agrees to the proposed resiting, staff refers the recommendation to the PAAC for approval.

3. If the artist does not agree to the proposed resiting, he/she has the right to prevent the use of his/her name as the author of the artwork.

XI. COLLECTIONS MANAGEMENT AND MAINTENANCE OF PUBLIC ART

A. RACC is responsible for the public art collections' documentation and management, as well as the care, handling and long-term maintenance for all works or art acquired through the Percent for Art program and/or accepted as a gift.

1. For these purposes, Collections Management is defined as the process of managing the information and disposition of all objects for which RACC has permanently or temporarily assumed responsibility. This includes developing, maintaining and enforcing collection policies and procedures that address the care, handling, placement and storage of artwork.

2. Collections documentation includes such information as: collections inventory, acquisition records, incident reports, condition reports, legal ownership papers and histories, artist biographies, location histories and photographic images.

3. A professional art conservator(s) will be consulted and/or hired to provide conservation assessments and/or perform treatments for the City/County's public art collection as needed.

4. Maintenance technicians, who have been trained by a professional conservator, will be hired to provide routine and emergency maintenance for the City/County's public art collection.

XII. DEACCESSIONING

In the event a work of art needs to be deaccessioned, staff refers it to the PAAC for consideration according to RACC's adopted *Deaccessioning Policy* and in accordance with the artist's contract or purchase agreement.

XIII. APPLICATION OF PERCENT FUNDS: INCLUSIONS

The Percent for Art ordinances for both the City of Portland and Multnomah County contain formulas that distribute the available funds into three categories: (1) artwork acquisition; (2) project management and public outreach; (3) ongoing care and conservation.

A. Artwork Acquisition funds may be spent for:

1. Semi-finalist proposals and travel expenses

2. Selected artist's fees for design team work, including travel expenses, conceptual development, and proposals

3. Creation of a work of art, including:
   a. artist's design fee
   b. city required permits
   c. labor and materials
   d. operating costs
   e. insurance
   f. project related travel
   g. transportation of the work to the site
   h. installation
   i. documentation

4. Frames, mats, mounting, anchorage, pedestals, cases or other materials necessary for the installation and/or security of the work

5. Fees for consultants to a selection panel or the PAAC

Any unused project funds remain in the Public Art Trust Fund and are used at the discretion of RACC.

B. Management and Public Outreach funds may be spent for:

1. Project, program and collections management

2. Education activities

5. Dedications

6. Publicity

7. Identification plaques and labels

6. Special projects approved by RACC

C. Ongoing Care and Conservation funds may be spent for:

1. Collections Management

2. Routine maintenance

3. Conservation

4. Storage

5. Rotation of artwork

XIV. APPLICATION OF PERCENT FUNDS: EXCLUSIONS

Percent for Art funds may *not* be spent for:

A. Reproductions of original artworks

B. Decorative or functional elements designed by the project architects, landscape architects or their consultants, without artist collaboration

C. Art objects which are mass-produced of standard design, such as playground equipment or fountains

D. Directional elements such as signs, maps, color coding, unless designed and/or executed by an artist

E. Architect's fees

XV. DEFINITIONS

Architect/Engineer: The person or firm designing the improvement project to which the Percent funding applies.

Artist: A person generally recognized by his/her peers, critics and other arts professionals as producing works of art on a regular basis.

Deaccessioning: The formal procedure for removal of an accessioned artwork from the public collection.

Design Team: The collaborative team consisting of the architect, landscape architect, engineer and artist. Through the incorporation of the artist's perspective into materials selection, spatial considerations, overall design approach, and the inclusion of artwork, facilities can become more aesthetically fulfilling and humanly oriented places.
Design Team Roster: A list of artists selected by the PAAC (i.e., pre-approved) utilized for both private and public projects that request an artist's early involvement or on a fast track.

Design Team Roster: A list of artists selected by the PAAC (i.e., preapproved) utilized for both private and public projects that request an artist's early involvement or on a fast track.

Improvement Project (CITY): Any project paid for wholly or in part by a Participating Bureau in which the Participating Bureau's contribution of Eligible Funds equals $50,000 or more for the construction, rehabilitation, remodeling, improvement or purchase for a public use of any building, structure, park, public utility, street, sidewalk or parking facility or any portion thereof within the limits of the City of Portland. This includes funds contributed by the City towards the completion of construction projects for public use managed by other public or private entities.

Improvement Project (COUNTY): Any project with an estimated construction cost of $50,000 or more involving construction or alteration of a county building except service facilities not normally visited by the public, such as maintenance sheds, bridges and similar structures, and does not include roads. Funding sources include construction costs, capital improvement budgets in the Division of Facilities Management, the general fund portions of the Parks Development Account and the Recreational Facilities Fund devoted to parks development, and the purchase price of any building acquired on or after July 1, 1990, by the county for use in whole or part by the county.

Participating Agency: 0An agency, bureau or commission of the City of Portland Bureau or Multnomah County subject to the Percent for Art ordinance by virtue of its undertaking an improvement project.

Percent for Art: A percentage of capital construction costs for public buildings mandated by City and County ordinances to be set aside for art.

Portable Works Collection: A collection of two- and three-dimensional artwork rotated through City and County building and displayed in public spaces within those buildings.

Public Art: Original works of art that are accessible to the public and which may possess functional as well as aesthetic qualities (see Work of Art for further clarification).

Public Art Collection: All accessioned works of art owned by the City of Portland and/or Multnomah County that are either site specific, part of the Portable Works Collection, Visual Chronicle of Portland collection or documentation of temporary works of art.

Public Art Murals Program: The program adopted by the City of Portland in 2005 that expanded RACC's public art program to include reviewing submissions for public art murals to be placed on public walls and administered by RACC. Refer to the *Public Art Murals Program As Adopted Report* and the *Public Art Murals Program Guidelines and Application*.

Public Art Staff: The staff person(s) hired by RACC to oversee development and execution of Percent for Art projects.

Public Art Trust Fund: The RACC fund that receives all Percent for Art monetary contributions derived from improvement projects and public art funds from other sources.

Selection Panel: The panel appointed by RACC responsible for the artist selection, reviewing proposed works of art and recommending to the PAAC and to RACC specific expenditures for Percent for Art funds for each project.

Total Costs: The participating bureau's contribution toward the price for the completion of the improvement project. Exclusions (City of Portland): design and engineering, administration, fees and permits, building demolition, relocation of tenants, environmental testing, environmental remediation, non-construction contingency or indirect costs, such as interest during construction, advertising and legal fees. When an improvement project involves the acquisition of real property, costs attributable to land

Work of Art: All forms of art conceived in any discipline or medium, including visual, performance, literary, media and temporary works.

XVI. ORDINANCES PASSED BY THE CITY OF PORTLAND AND MULTNOMAH COUNTY. (See Section III.)

XVII. ADMINISTRATIVE RULES PASSED BY THE CITY OF PORTLAND AND THE PORTLAND DEVELOPMENT COMMISSION. (See Section III.)

Consultant Profiles

Located in Austin, TX, **GO collaborative** works at the intersection of art, urban planning, and community engagement to find creative solutions for complex local challenges. We harness the power of local arts and culture sector to help inform, inspire, and create collective responses to current urban and rural needs. Working as policy makers, researchers, and community engagement specialists we know that community challenges are in essence deeply complex opportunities, and that the arts can take an important role in addressing those opportunities. With cities across the United States, arts organizations, and community development organizations we work with our partners to make sure that the arts have a place at the table and can harness their power to create, inspire, and connect to local and structural community needs.

Christine Harris, Cultural Planner, has been working with creative enterprises and community development for over 30 years. After two decades in executive arts leadership, in 2010 Christine co-founded the National Creative Economy Coalition following the design and execution of the nation's first review of defining the creative economy with the seminal work America's Creative Economy: A Study of Recent Conceptions, Definitions, and Approaches to Measurement Across the USA. This study has been a resource for Americans for the Arts, the National Endowment for the Arts and many other agencies. Prior to her consulting work, Christine was CEO of Creative Alliance Milwaukee, United Performing Arts Fund, and Milwaukee Ballet, and sat on many arts organization boards. Christine is considered a key national figure in this work, with her significant background in cultural administration leadership, cultural economy research and field leadership.

Metris Arts Consulting believes in the power of culture to enrich people's lives and help communities thrive. We believe those benefits should be broadly shared and inclusively developed. Metris seeks to provide high caliber planning, research, and evaluation services to reveal arts' impacts and help communities equitably improve cultural vitality. To accelerate change, we seek to share knowledge and amplify the voices of those closest to the work. Although we are best known for principal Anne Gadwa Nicodemus' leading work in the realm of creative placemaking, Metris' core service offerings also include place-based arts and culture ecology studies, arts and culture plans for cities and towns, and robust project evaluations. Since Metris' founding in 2009, its ability to undertake rigorous research (both quantitative and qualitative) and effectively connect it to big-picture trends quickly garnered the field's respect. Recent Metris projects include leading a planning process for a national network organization of nearly 250 community development organizations, an evaluation of a national program that supports dance creation and touring, a creative economy snapshot of the city of Minneapolis, and an arts and culture plan for Grand Rapids, Minnesota. We work with a range of national and international clients, including philanthropic organizations, government agencies (local to federal), and community development and arts nonprofits. Our approach is collaborative—Metris views clients as active partners and desires relationships with entities that are open to critical learning and innovation. We also seek opportunities to deepen our commitments to racial and cultural equity through our work products and practices. We serve a national client base from our location in Easton, PA.


Cultural Arts Master Plan
City of Bastrop

STAFF REPORT

MEETING DATE: September 24, 2019 **AGENDA ITEM**: 9M

TITLE:
Consider action to approve the second reading of Ordinance No. 2019-46 of the City Council of the City of Bastrop, Texas amending the Bastrop City Code Of Ordinances, Chapter 3, Article 3.01 – "General Provisions," Section 3.01.002 "Bond And Insurance Requirements"; and providing for findings of fact, enactment, enforcement, a repealer, and severability; establishing an effective date; and proper notice and meeting.

STAFF REPRESENTATIVE:
Lynda Humble, City Manager
Matt Jones, Director of Planning & Development

BACKGROUND/HISTORY:
As a part of overhauling the development process, Staff has interacted with various local contractors to discuss what is and is not working well. The existing bond requirements add an expense to the cost of obtaining building permits, which can make small jobs economically unfeasible. Cities typically require bonds as a way to ensure "reputable" companies do business in the City. However, staff has no history of ever "calling a bond." But, staff does have history of filing on a company's insurance.

POLICY EXPLANATION:

Staff recommends that the bond provision be eliminated, but change the wording of the insurance requirements to include all contractors and subcontractors, not just electrical, mechanical, or plumbing, when obtaining a permit from the City.

Sec. 3.01.002 - ~~Bond and~~ insurance requirements for contractors and subcontractors.

(a) ~~No contractor and/or subcontractor not specifically listed in subsection (b) below, who is required to obtain a permit from the city, shall be eligible to work within the corporate limits or utility service area of the city without first providing a bond in the amount of $10,000 and executed by a surety company satisfactory to the city, and conditioned that the individual or firm shall faithfully perform its duties and in all things comply with the provisions of this chapter, including all amendments thereto, pertaining to the license or permit applied for.~~ Removed.

(b) No contractor and/or subcontractor, including electrical, mechanical or plumbing contractor or subcontractor, who is required to obtain a permit from the city shall be eligible to work within the corporate limits or utility service area of the city without first providing a certificate of insurance, satisfactory to the city, that provides for commercial general liability insurance of at least $200,000 combined for property damage and bodily injury, $200,000 aggregate

and $200,000 aggregate for products and completed operations, which policy covers all employees and/or subcontractors.

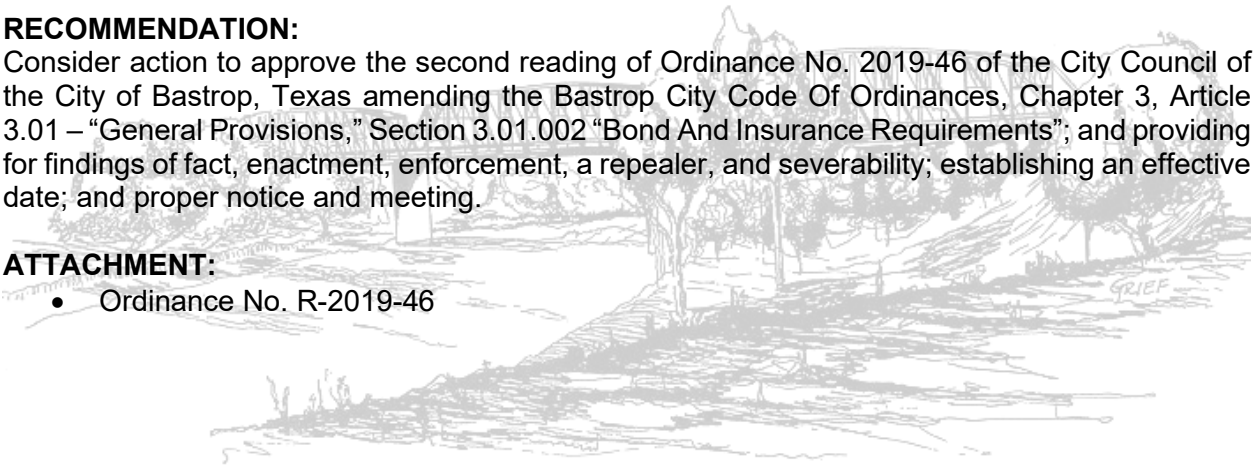
(c) The terms "contractor" and "subcontractor" as used in this section shall mean individuals or firms who have contracted or agreed, as "independent contractors," to perform construction, excavation, electrical, plumbing, mechanical, roofing, or other construction work on real property owned by persons or entities other than the contractor or subcontractor. Property owners, or their employees, may obtain permits for work that is to be completed by the property owners or their employees on real property owned by them without providing the bonds or insurance required as set out above. The city may require proof of property ownership and/or employment status from individuals or entities seeking to qualify for this exemption.

(d) Consulting services fees and related charges incurred by the city shall be paid in accordance with the fees set forth in section A3.01.002 of appendix A

FUNDING SOURCE:
N/A

RECOMMENDATION:
Consider action to approve the second reading of Ordinance No. 2019-46 of the City Council of the City of Bastrop, Texas amending the Bastrop City Code Of Ordinances, Chapter 3, Article 3.01 – "General Provisions," Section 3.01.002 "Bond And Insurance Requirements"; and providing for findings of fact, enactment, enforcement, a repealer, and severability; establishing an effective date; and proper notice and meeting.

ATTACHMENT:
- Ordinance No. R-2019-46



ORDINANCE NO. 2019-46

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AMENDING THE BASTROP CITY CODE OF ORDINANCES, CHAPTER 3, ARTICLE 3.01 – "GENERAL PROVISIONS," SECTION 3.01.002 "BOND AND INSURANCE REQUIREMENTS"; AND PROVIDING FOR FINDINGS OF FACT, ENACTMENT, ENFORCEMENT, A REPEALER, AND SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, the City Council reviews its codes from time to time and identifies regulatory provisions that could create unnecessary fees to be passed on to citizens and businesses; and

WHEREAS, all contractors and/or subcontractors obtaining a permit from the city must be able to provide commercial general liability insurance as required by Ordinance.

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 Ordinance by reference as findings of fact as if expressly set forth herein.

SECTION 2. ENACTMENT

That Chapter 3 of the Bastrop Code of Ordinances, Article 3.01 "General Provision", Section 3.01.002 "Bond and Insurance Requirements" shall be amended in its entirety to read as follows:

Sec. 3.01.002 - ~~Bond and~~ Insurance requirements for contractors and subcontractors.

(a) ~~No contractor and/or subcontractor not specifically listed in subsection (b) below, who is required to obtain a permit from the city, shall be eligible to work within the corporate limits or utility service area of the city without first providing a bond in the amount of $10,000 and executed by a surety company satisfactory to the city, and conditioned that the individual or firm shall faithfully perform its duties and in all things comply with the provisions of this chapter, including all amendments thereto, pertaining to the license or permit applied for.~~ Removed.

(b) No contractor and/or subcontractor, including electrical, mechanical or plumbing contractor or subcontractor, who is required to obtain a permit from the city shall be eligible to work within the corporate limits or utility service area of the city without first providing a certificate of insurance, satisfactory to the city, that provides for commercial general liability insurance of at least $200,000 combined for property damage and bodily injury, $200,000 aggregate and $200,000 aggregate for products and completed operations, which policy covers all employees and/or subcontractors.

(c) The terms "contractor" and "subcontractor" as used in this section shall mean individuals or firms who have contracted or agreed, as "independent contractors," to perform construction, excavation, electrical, plumbing, mechanical, roofing, or other construction work on real property owned by persons or entities other than the contractor or subcontractor. Property owners, or their employees, may obtain permits for work that is to be completed by the

property owners or their employees on real property owned by them without providing the bonds or insurance required as set out above. The city may require proof of property ownership and/or employment status from individuals or entities seeking to qualify for this exemption.

(d) Consulting services fees and related charges incurred by the city shall be paid in accordance with the fees set forth in section A3.01.002 of appendix A

SECTION 3. REPEALER

In the case of any conflict between other provisions of this Ordinance and any existing Ordinance of the City, the provisions of this Ordinance will control.

SECTION 4. SEVERABILITY

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

SECTION 5. ENFORCEMENT

The City shall have the power to administer and enforce the provisions of this ordinance as may be required by governing law. Any person violating any provision of this ordinance is subject to suit for injunctive relief as well as prosecution for criminal violations, and such violation is hereby declared to be a nuisance.

Nothing in this ordinance shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this ordinance and to seek remedies as allowed by law and/or equity.

SECTION 6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication.

SECTION 7. OPEN MEETINGS

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

READ and APPROVED on First Reading on the 27th day of September 2019.

READ and ADOPTED on Second Reading on the 8th day of October 2019.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

STAFF REPORT

MEETING DATE: September 24, 2019 **AGENDA ITEM**: 9N

TITLE:
Consider action to approve Resolution No. R-2019-101 of the City Council of the City of Bastrop, Texas confirming a board appointment of the Mayor, as required in Section 3.08 of the City's Charter, and establishing an effective date.

STAFF REPRESENTATIVE:
Lynda K. Humble, City Manager

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

POLICY EXPLANATION:
Mayor Connie Schroeder has appointed Sally Keinarth to Place 6 of the Bastrop Public Library Board. The approval of this Resolution will provide confirmation of this appointment by Council as required by the Charter.

FUNDING SOURCE:
N/A

RECOMMENDATION:
Consider action to approve Resolution No. R-2019-101 of the City Council of the City of Bastrop, Texas confirming a board appointment of the Mayor, as required in Section 3.08 of the City's Charter, and establishing an effective date.

ATTACHMENTS:

- Resolution

RESOLUTION NO. R-2019-101

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS CONFIRMING A BOARD AND COMMISSION APPOINTMENT OF THE MAYOR, 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 Sally Keinarth to Place 6 on the Bastrop Public Library 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 Sally Keinarth to Place 6 on the Bastrop Public Library Board.

Section 2: That the City Council of the City of Bastrop confirms Mayor Schroeder's appointment of Sally Keinarth to Place 6 on the Bastrop Public Library 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 24th day of September, 2019.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

STAFF REPORT

MEETING DATE: September 24, 2019 **AGENDA ITEM**: 10A

TITLE:
City Council shall convene into closed executive session for a Legal Briefing by the City Attorney pursuant to Texas Government Code Section 551.071, regarding Resolution No. R-2019-102 of the City Council of the City of Bastrop, Texas, involving an opportunity for settlement of a pending sanitation lien at 1900 Jasper Street.

STAFF REPRESENTATIVE:
Lynda Humble, City Manager



STAFF REPORT

MEETING DATE: September 24, 2019 **AGENDA ITEM**: 10B

TITLE:
City council shall convene into closed executive session pursuant to Tex. Gov't Code Sections 551.071 and 551.072 regarding real estate matters including the possible exchange by sale of property and the abandonment of a right of way near downtown.

STAFF REPRESENTATIVE:
Lynda K. Humble, City Manager



STAFF REPORT

MEETING DATE: September 24, 2019 **AGENDA ITEM**: 10C

TITLE:
City Council shall convene into closed executive session pursuant to Section 551.071 of the Texas Government Code to confer with City Attorney regarding status of Building Bastrop Codes.

STAFF REPRESENTATIVE:
Lynda K. Humble, City Manager

STAFF REPORT

MEETING DATE: September 24, 2019 **AGENDA ITEM**: 10D

TITLE:
The City Council shall convene into executive session pursuant to Section 551.071 of the Texas Government Code to deliberate and seek advice of its attorneys regarding the operation of Hunters Crossing Public Improvement District.

STAFF REPRESENTATIVE:
Lynda Humble, City Manager

STAFF REPORT

MEETING DATE: September 24, 2019 **AGENDA ITEM**: 11

TITLE:
Take any necessary or appropriate action on matters posted for consideration in closed/executive session

STAFF REPRESENTATIVE:
Lynda Humble, City Manager