

**NOTICE OF MEETING OF BOARD OF DIRECTORS OF  
 BASTROP ECONOMIC DEVELOPMENT CORPORATION (BEDC)  
 Monday, February 27, 2023 – 5:00 P.M.  
 Bastrop City Hall, 1311 Chestnut Street, Bastrop, Texas**

**1. CALL TO ORDER**

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 The BEDC Board reserves the right to convene into Executive Session at any time during the meeting regarding any agenda item in compliance with the Texas Open Meetings Act, Chapter 551 Government Code.  
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**2. PUBLIC COMMENT(S)**

**3. REGULAR BUSINESS & PRESENTATIONS**

- 3.1. Approval of meeting minutes from the BEDC Regular Board Meeting and the Joint Workshop Meeting of January 23, 2023. **(page 3)**
- 3.2. Receive financial report provided by City of Bastrop’s Chief Financial Officer for the period ending January 2023 and treasurer’s comments. **(page 6)**
- 3.3. Presentation, discussion and possible action regarding approval of Resolution R-2023-0002 approving the terms of an agreement with the City of Bastrop, Texas, to fund a Sports Facility Feasibility Study in an amount not to exceed \$50,000. **(page 15)**
- 3.4. Discussion and possible action on a Board recommendation to the BEDC Executive Director about proceeding with the MLK/Technology Drive extension project. **(page 51)**
- 3.5. Update, discussion and possible action on a Board recommendation to the BEDC Executive Director on next steps for the property located at 108 S. Jackson Street in the Bastrop Business and Industrial Park. **(page 54)**
- 3.6. Discussion and possible action regarding approval of Resolution R-2023-0003 establishing a Revolving Loan Fund Program using the donated funds from Roscoe State Bank. **(page 56)**
- 3.7. Update, discussion and possible action on the BEDC acquiring space for education and workforce training opportunities. **(page 69)**
- 3.8. Presentation, discussion and possible action regarding approval of Resolution R-2023-0004 approving a Support Services Agreement with the City of Bastrop. **(page 70)**
- 3.9. Presentation, discussion and possible action regarding approval of Resolution R-2023-0005, entering into a shared agreement with the City of Bastrop for an engineering study of Lovers Lane Bus Barn, proposed South Street Extension, and the Business Park to the east of Union Pacific Railroad (studied as a small area traffic and circulation study). **(page 78)**
- 3.10. Presentation, discussion and possible action regarding approval of Resolution R-2023-0006 approving the expenditure of \$1,000,000 (One Million Dollars) for the extension of Blakely Lane. **(page 101)**

- 3.11. Staff Updates: Bastrop Economic Development Forum; Manufacturers' Task Force; Youth Career Day; update on ACC welding class; Pflugerville Workforce in PFocus event; and Second Annual REDnews Austin Industrial Summit. **(page 105)**

#### 4. EXECUTIVE SESSION

- 4.1. The BEDC Board of Directors will meet in a closed/executive session pursuant to the Texas Government Code, Chapter 551, to discuss the following:
- (1) **Section 551.087** Deliberation Regarding Economic Development Negotiations – Project Triple Arrow; Project Walk of Fame; and Project Western Edge.
  - (2) **Section 551.071 Consultation with Attorney and Section 551.074 Personnel** Matters regarding the evaluation, duties and discipline of Executive Director
- 4.2. The BEDC Board of Directors will reconvene into open session to discuss, consider, and take any action necessary related to the executive sessions noted herein.

#### 5. ADJOURNMENT

##### CERTIFICATE

I, Angela Ryan, Operations Manager of the Bastrop Economic Development Corporation (BEDC), certify that this Amended Notice of Meeting was posted at Bastrop City Hall, 1311 Chestnut Street, and on the BEDC's website on this the 22nd of February 2023 at 2:00 p.m. Copies of this agenda have been provided to those members of the media requesting such information.

*Angela Ryan*

Angela Ryan, BEDC Operations Manager

THE BASTROP ECONOMIC DEVELOPMENT CORPORATION IS COMMITTED TO COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT. REASONABLE MODIFICATIONS AND EQUAL ACCESS WILL BE PROVIDED UPON REQUEST. PLEASE CALL 512-303-9700.



## Agenda Item: 3.1

# AGENDA MEMORANDUM

Meeting Date: February 27, 2023

Agenda Item: Approval of meeting minutes from the BEDC Regular Board Meeting and the Joint Workshop Meeting of January 23, 2023.

Submitted by: Angela Ryan, BEDC Operations Manager

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Attached for the Board's review are the minutes from the Regular Board Meeting of January 23, 2023, and the minutes from the Joint Workshop Meeting that followed.

Attachment:

Draft 01/23/23 Regular Board Meeting Minutes

Draft 01/23/23 Joint Workshop Meeting Minutes

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**Recommendation** – Approve the meeting minutes as submitted.

**[RECOMMENDED MOTION]** – I move to approve the meeting minutes as submitted.



**BASTROP ECONOMIC DEVELOPMENT CORPORATION (BEDC)**  
**BOARD OF DIRECTORS**  
**Minutes of Monthly Meeting, January 23, 2023**  
**Bastrop City Hall, 1311 Chestnut Street, Bastrop, Texas**

The Bastrop Economic Development Corporation (BEDC) met on Monday, January 23, 2023, at 5:00 p.m. for a Regular Board Meeting at Bastrop City Hall, 1311 Chestnut Street. Board members present: Ron Spencer, Jenn Wahl, Richard Smarzik, Charles Washington, Lyle Nelson, and Connie Schroeder. Board member Jeff Haladyna was absent. Staff members present: Bret Gardella, Ashley Allnutt, and Angela Ryan. BEDC attorney Megan Santee was also in attendance.

1. **CALL TO ORDER** – Board Chair Spencer called the meeting to order at 5:00 p.m.
2. **PUBLIC COMMENT(S)** – There were no public comments.
3. **REGULAR BUSINESS & PRESENTATIONS**
  - 3.1. Approval of meeting minutes from the BEDC Regular Board Meeting of December 19, 2022. Mr. Smarzik made the motion to approve the minutes as submitted, Mr. Nelson seconded, and the motion passed.
  - 3.2. Receive financial report provided by City of Bastrop’s Chief Financial Officer for the period ending December 2022 and treasurer’s comments. Mr. Smarzik had no comments.
  - 3.3. Discussion and possible action on a request from Moca Ventures Nebraska, LLC, for an extension of six months on the Commencement of Construction date stipulated in Article VIII, Section 3(c) of the First Amended and Restated Economic Development Performance Agreement executed on February 7, 2022, on their project in the Bastrop Business and Industrial Park and authorizing the Board Chair to execute same by approval of Resolution R-2023-0001. After discussion, Mr. Smarzik made the motion to approve the resolution extending the date to August 7, 2023. Ms. Wahl seconded, and the motion passed.
4. **ADJOURNMENT** – Mr. Smarzik made the motion to adjourn, and Mr. Spencer seconded. The meeting was adjourned at 5:14 p.m.

APPROVED: \_\_\_\_\_  
 Ron Spencer, Board Chair

ATTEST: \_\_\_\_\_  
 Angela Ryan, Operations Manager

**BASTROP ECONOMIC DEVELOPMENT CORPORATION (BEDC)  
BOARD OF DIRECTORS AND CITY OF BASTROP CITY COUNCIL  
Minutes of Joint Meeting, January 23, 2023  
Bastrop City Hall, 1311 Chestnut Street, Bastrop, Texas**

The Bastrop Economic Development Corporation (BEDC) met on Monday, January 23, 2023, at 6:00 p.m. for a Joint Meeting with Bastrop City Council at Bastrop City Hall, 1311 Chestnut Street. BEDC Board members present: Ron Spencer, Jenn Wahl, Richard Smarzik, Charles Washington, Lyle Nelson, and Connie Schroeder. Board member Jeff Haladyna was absent. Staff members present: Executive Director Bret Gardella and Operations Manager Angela Ryan. BEDC attorney Megan Santee was also in attendance. Bastrop City Council Members present: Mayor Connie Schroeder, Mayor Pro Tem Drusilla Rogers, and Council members Cheryl Lee, Kevin Plunkett, Jimmy Crouch and John Kirkland. City of Bastrop Officers present were City Manager Sylvia Carrillo and Deputy City Secretary Victoria Psencik.

**1. CALL TO ORDER**

- 1.1. City of Bastrop City Council – Mayor Schroeder called the meeting of the Bastrop City Council to order at 6:00 p.m.
- 1.2. BEDC – Board Chair Spencer called the meeting of the BEDC Board to order at 6:01 p.m.

**2. PUBLIC COMMENT(S) – There were no public comments.**

**3. EXECUTIVE SESSION**

- 3.1. At 6:01 p.m., City Council and the Bastrop Economic Development Corporation convened into closed executive session pursuant to the Texas Government Code section 551.072 to deliberate regarding real estate acquisition for infrastructure purposes.
- 3.2. At 8:26 p.m., City Council reconvened and at 8:28 the BEDC reconvened into open session to discuss, consider, and take any action necessary related to the executive session noted herein.

Council member Plunkett made the motion to direct the City Manager to work with the Executive Director of the EDC to come back with a policy that both organizations can review in 60 days. Mayor Pro Tem Rogers seconded, and the motion passed. BEDC board member Nelson made the motion to direct EDC staff to bring back in 60 days a collaborative policy for the board and council to review. Board member Wahl seconded, and the motion passed.

**4. ADJOURNMENT**

- 4.1. City of Bastrop – Council member Kirkland made the motion to adjourn and council member Crouch seconded. The City Council meeting adjourned at 8:27 p.m.
- 4.2. BEDC – Mr. Smarzik made the motion to adjourn, and Mr. Spencer seconded. The meeting was adjourned at 8:29 p.m.

APPROVED: \_\_\_\_\_  
Ron Spencer, Board Chair

ATTEST: \_\_\_\_\_  
Angela Ryan, Operations Manager



## Agenda Item: 3.2

# AGENDA MEMORANDUM

Meeting Date: February 27, 2023

Agenda Item: Receive financial report provided by City of Bastrop's Chief Financial Officer for the period ending January 2023 and treasurer's comments.

Prepared by: Tracy Waldron, City of Bastrop CFO

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Attached for the Board's review and consideration is the BEDC financial summary report for the period ending January 2023.

Attachment:  
January 2023 Financial Report

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**Recommendation** – None; item presented for informational purposes.

**[RECOMMENDED MOTION]** – No motion required.



# Bastrop Economic Development Corporation

Financial Summary  
For Period Ending  
January 2023

**bastrop**

**E D C**

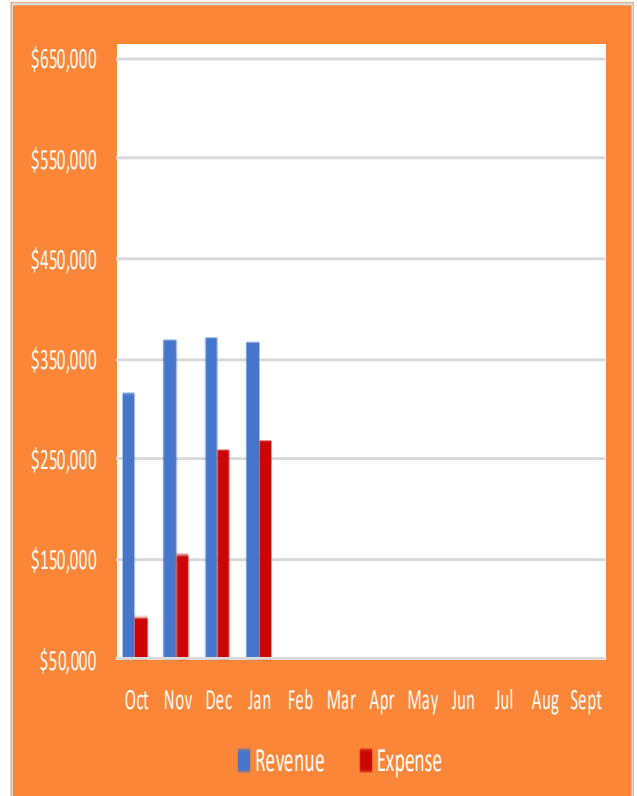




# Summary of Revenues and Expenditures

## As of Jan. 31, 2023

| <u>Month</u> | <u>FY2023</u><br><u>Revenue</u> | <u>FY2023</u><br><u>Expense</u> | <u>Monthly</u><br><u>Variance</u> |
|--------------|---------------------------------|---------------------------------|-----------------------------------|
| Oct          | \$ 314,503                      | \$ 89,846                       | \$ 224,657                        |
| Nov          | 365,198                         | 153,468                         | \$ 211,730                        |
| Dec          | 369,279                         | 255,987                         | \$ 113,292                        |
| Jan          | 364,959                         | 264,968                         | \$ 99,991                         |
| Feb          |                                 |                                 | \$ -                              |
| Mar          |                                 |                                 | \$ -                              |
| Apr          |                                 |                                 | \$ -                              |
| May          |                                 |                                 | \$ -                              |
| Jun          |                                 |                                 | \$ -                              |
| Jul          |                                 |                                 | \$ -                              |
| Aug          |                                 |                                 | \$ -                              |
| Sept         |                                 |                                 | \$ -                              |
| <b>Total</b> | <b>\$ 1,413,939</b>             | <b>\$ 764,269</b>               | <b>\$ 649,670</b>                 |



Positive

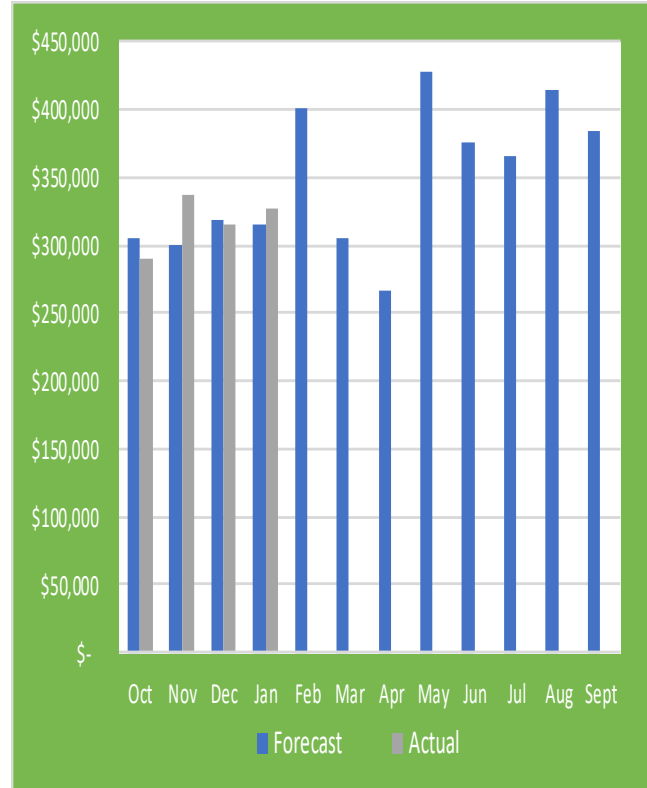




# Summary of Sales Tax Revenue

## As of Jan. 31, 2023

| <u>Month</u>       | <u>FY2023<br/>Forecast</u> | <u>FY2023<br/>Actual</u> | <u>Monthly<br/>Variance</u> |
|--------------------|----------------------------|--------------------------|-----------------------------|
| Oct                | \$ 305,801                 | \$ 290,089               | \$ (15,712)                 |
| Nov                | 299,756                    | 337,710                  | \$ 37,954                   |
| Dec                | 319,130                    | 316,021                  | \$ (3,109)                  |
| Jan                | 315,077                    | 327,923                  | \$ 12,846                   |
| Feb                | 401,618                    |                          |                             |
| Mar                | 305,792                    |                          |                             |
| Apr                | 266,253                    |                          |                             |
| May                | 428,192                    |                          |                             |
| Jun                | 376,203                    |                          |                             |
| Jul                | 365,972                    |                          |                             |
| Aug                | 414,169                    |                          |                             |
| Sept               | 385,076                    |                          |                             |
| <b>Total</b>       | <b>\$ 4,183,039</b>        | <b>\$ 1,271,743</b>      | <b>\$ 31,979</b>            |
| Forecast YTD       | \$ 1,239,764               |                          |                             |
| Actual to Forecast | \$ 31,979                  | 2.6%                     |                             |



Positive

Sales Tax revenue is 99% of total revenue. The amount in Oct. and Nov. are estimated due to the timing of receiving the payments. The State Comptroller has a two month lag between month earned and month distributed. The Actual to forecast is positive 2%. This budget was a 5% increase over FY2022 projected.



# Expenditures Budget to Actual Comparison

## As of Jan. 31, 2023

### OPERATING EXPENDITURES COMPARISON

| <u>Category</u>       | <u>FY2023<br/>Forecast</u> | <u>FY2023<br/>Actual</u> | <u>Monthly<br/>Variance</u> |
|-----------------------|----------------------------|--------------------------|-----------------------------|
| Personnel             | \$ 372,475                 | \$ 230,384               | \$ 142,091                  |
| Supplies & Material   | 6,413                      | 2,269                    | \$ 4,144                    |
| Maintenance & Repairs | 7,773                      | 5,470                    | \$ 2,303                    |
| Occupancy             | 22,867                     | 20,480                   | \$ 2,387                    |
| Contractual Service   | 201,714                    | 166,390                  | \$ 35,324                   |
| Marketing/Advertising | 137,608                    | 92,847                   | \$ 44,761                   |
| Contingency           | -                          | -                        | \$ -                        |
| Debt Service          | 28,307                     | 28,307                   | \$ -                        |
| <b>Total</b>          | <b>\$ 777,157</b>          | <b>\$ 546,147</b>        | <b>\$ 231,010</b>           |

Forecast to Actual % 29.73%

Positive

The forecast to actual comparison is a positive 30% year-to-date.



## Expenditures Budget to Actual Comparison As of Jan. 31, 2023

### CAPITAL OUTLAY PROJECTS

| <u>Project</u>                        | FY2023<br><u>Budget</u> | FY2023<br><u>Actual</u> | Budget<br><u>Balance</u> |
|---------------------------------------|-------------------------|-------------------------|--------------------------|
| <b>Jackson St Extension</b>           | \$ 2,000,000            | \$ 218,120              | \$ 1,781,880             |
| <b>Bus. Ind. Park-Tech/MLK Infra*</b> | 2,000,000               | -                       | \$ 2,000,000             |
| <b>Total</b>                          | <b>\$ 4,000,000</b>     | <b>\$ 218,120</b>       | <b>\$ 3,781,880</b>      |
| <b>CO, Series 2013</b>                |                         |                         |                          |
| <b>Bus. Ind. Park-Tech/MLK Infra*</b> | \$ 144,875              | \$ 20,277               | \$ 124,598               |

\* This project funded by bond funds budgeted from the 2013 CO.



# Investment Summary

## As of Jan. 31, 2023

### Bastrop Economic Development Corp.

#### Detail of Investment Holdings

period ending January 31, 2023

| Type  | BANK/<br>BROKER | CUSIP #/<br>Account # | YIELD | MATURITY<br>DATE | Sep-22<br>Book Value | Jan-23<br>Book Value | Jan-23<br>Market Value | Days to<br>Maturity | Current<br>Yield |
|-------|-----------------|-----------------------|-------|------------------|----------------------|----------------------|------------------------|---------------------|------------------|
| DDA   | Operating Acct  |                       |       |                  | \$ (2,805)           | \$ 73,744            | \$ 73,467              | 1                   | 0.300%           |
| MMA   | FNC-MM Acct     |                       |       |                  | \$ 2,204             | \$ 1,268,057         | \$ 1,268,057           | 1                   | 3.420%           |
| Pools | Texpool         |                       |       |                  | \$ 2,489,767         | \$ 1,293,317         | \$ 1,293,317           | 1                   | 4.244%           |
| Pools | Texas Class     |                       |       |                  | \$ 5,766,458         | \$ 4,844,019         | \$ 4,844,019           | 1                   | 4.610%           |
| CD    | FNC             | 87270LDS9             | 0.35% | 3/18/2024        | \$ 249,000           | \$ 249,000           | \$ 237,128             | 412                 |                  |
| CD    | FNC             | 59013KNK8             | 0.35% | 4/8/2024         | \$ 175,000           | \$ 175,000           | \$ 166,142             | 433                 |                  |
| CD    | FNC             | 06654BDA6             | 0.55% | 10/28/2024       | \$ 140,000           | \$ 140,000           | \$ 130,390             | 636                 |                  |
| CD    | FNC             | PER200JL4             | 2.15% | 4/7/2025         | \$ 100,000           | \$ 100,000           | \$ 94,871              | 797                 |                  |
| CD    | FNC             | 02007GUZ4             | 3.25% | 7/7/2025         | \$ 168,000           | \$ 168,000           | \$ 162,567             | 888                 |                  |
| CD    | FNC             | 62384RAQ9             | 4.75% | 10/15/2024       | \$ 249,000           | \$ 249,000           | \$ 249,194             | 623                 |                  |
| CD    | FNC             | 90307LAB0             | 5.00% | 1/25/2024        | \$ -                 | \$ 248,000           | \$ 248,605             | 359                 |                  |
| CD    | FNC             | 052392CR6             | 5.00% | 1/26/2024        | \$ -                 | \$ 248,000           | \$ 248,605             | 360                 |                  |
| CD    | FNC             | 39729LAC5             | 4.75% | 10/27/2023       | \$ -                 | \$ 249,000           | \$ 249,100             | 269                 |                  |
| CD    | FNC             | 33651FAF6             | 4.85% | 1/31/2024        | \$ -                 | \$ 248,000           | \$ 248,243             | 365                 |                  |
| CD    | FNC             | 920133AM7             | 4.90% | 1/31/2024        | \$ -                 | \$ 248,000           | \$ 248,362             | 365                 |                  |
| TOTAL |                 |                       |       |                  | \$ 9,336,624         | \$ 9,801,137         | \$ 9,762,067           |                     |                  |




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**BASTROP ECONOMIC DEVELOPMENT CORPORATION FUND  
FY 2022-2023 BUDGET**

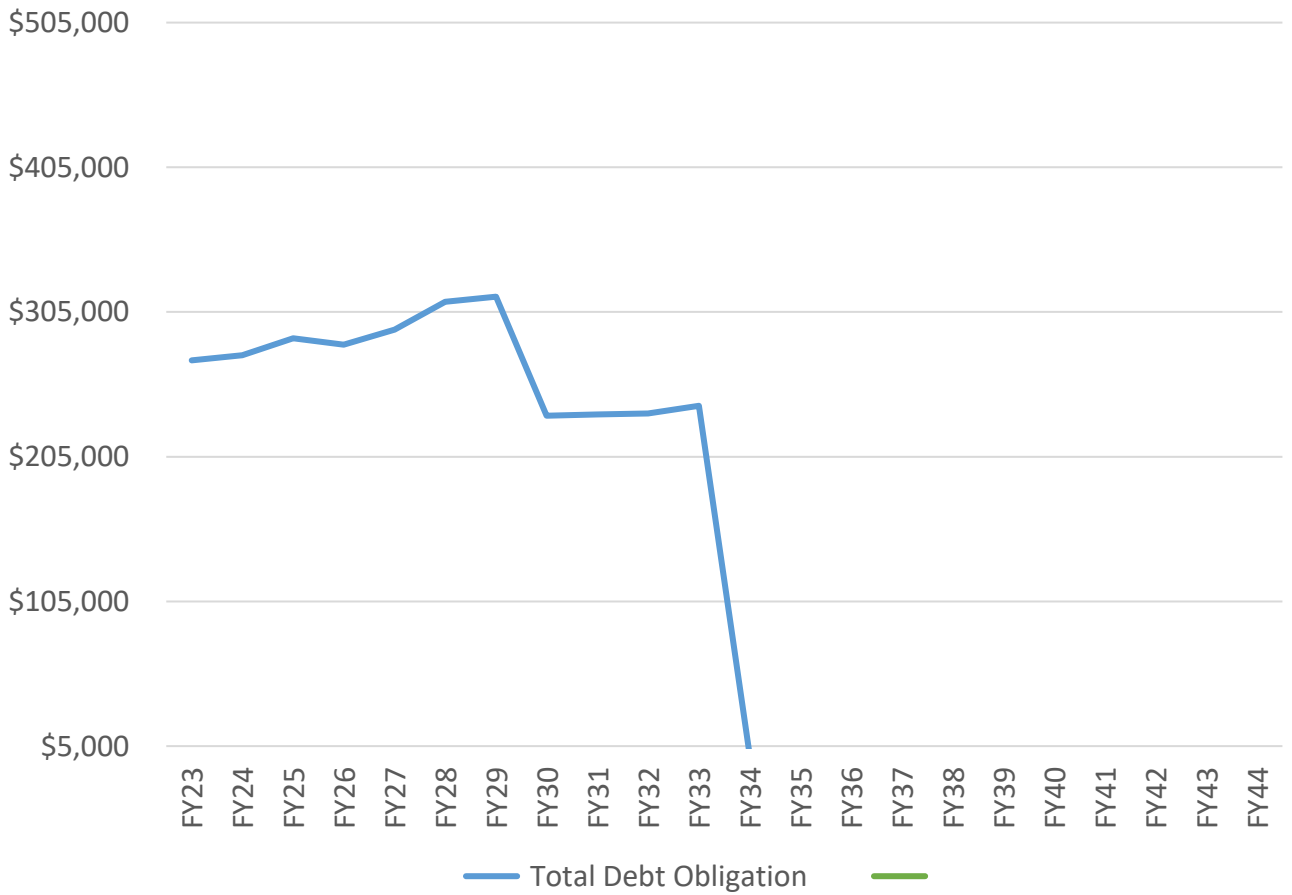
|  |    |             |
|--|----|-------------|
| Working Capital 9-30-2022 Unaudited              | \$ | 9,322,982   |
| <br><b>FY 2022-2023</b>                          |    |             |
| Budgeted   |    |             |
| Revenues   | \$ | 4,213,909   |
| Total FY 2023 Resources                          | \$ | 13,536,891  |
| <br>Budgeted Expenditures:                       |    |             |
| Operating Expenses                               | \$ | (5,137,634) |
| Capital Expenses                                 | \$ | (4,000,000) |
| Debt Service                                     | \$ | (271,614)   |
|  | \$ | (9,409,248) |
| <br>Projected Working Capital Balance 09-30-2023 |    |             |
|  | \$ | 4,127,643   |
| <br>Reserve 25% of Operating Expense             |    |             |
|  | \$ | 1,284,408   |

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# Debt Obligation

As of 9/30/2022





## Agenda Item: 3.3

# AGENDA MEMORANDUM

Meeting Date: February 27, 2023

Agenda Item: Presentation, discussion and possible action regarding approval of Resolution R-2023-0002 approving the terms of an agreement with the City of Bastrop, Texas, to fund a Sports Facility Feasibility Study in an amount not to exceed \$50,000.

Submitted by: Tracy Waldron, City of Bastrop CFO

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During the budget meetings for fiscal year 2022/2023, the Board agreed to include funds for certain City of Bastrop projects. A feasibility study for a sports facility was one of the projects that was discussed and included in the budget, in the amount of \$50,000.

The City is ready to proceed with the study as part of the overall Parks and Recreation Masterplan, and is requesting the Board approve an expenditure in an amount not to exceed \$50,000.

Attachments:

Draft Resolution R-2023-0002

Draft Agreement between the City of Bastrop and the BEDC

Exhibit A to the Agreement (Stantec Consulting Services contract)

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**Recommendation** – Consider approving Resolution R-2023-0002 approving the agreement with the City as well as the expenditure up to \$50,000.

**[RECOMMENDED MOTION]** – I make the motion to approve Resolution R-2023-0002.



**RESOLUTION NO. R-2023-0002****A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION APPROVING THE TERMS OF AN AGREEMENT WITH THE CITY OF BASTROP, TEXAS, TO FUND A SPORTS FACILITY FEASIBILITY STUDY IN AN AMOUNT NOT TO EXCEED \$50,000.00.**

**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 Bastrop City Council understands providing an enhanced quality of the services from City infrastructure should be cost effective; and

**WHEREAS**, the City of Bastrop (“City”) has requested funding from the BEDC for a Sports Facility Feasibility study; and

**WHEREAS**, Texas Local Government Code Section 505.152 authorizes expenditures found by a Board of Directors to be required or suitable for professional and amateur sports related to recreational or community facilities; and

**WHEREAS**, the City has engaged Stantec Consulting Services, Inc., as a subject matter expert in the area of master planning, for the city-wide Parks and Recreation Master Plan, including Task 2.3 Sport Facility Feasibility Study; and

**WHEREAS**, the BEDC and the City are authorized under the laws of the State of Texas to enter into this Agreement; and

**WHEREAS**, the Board has reviewed the Agreement by and between the City and BEDC and determined that it fully complies with the statutory requirements that govern the BEDC and is in the best interest of the BEDC to enter into such Agreement.

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

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

**SECTION 2.** On this date the BEDC approved the terms of the Agreement between BEDC and the City of Bastrop attached hereto as Exhibit “A.”

**SECTION 3.** The Board authorizes the Executive Director of the BEDC to take all necessary actions including the execution of all necessary and related documentation to finalize the Agreement.

**SECTION 4.** This Resolution is effective upon passage.



**RESOLUTION NO. R-2023-0002**

**DULY RESOLVED AND ADOPTED** by the Board of Directors of the Bastrop Economic Development Corporation, this \_\_\_\_ day of \_\_\_\_\_ 2023.

BASTROP ECONOMIC  
DEVELOPMENT CORPORATION

\_\_\_\_\_  
Ron Spencer, Board Chair

ATTEST:

\_\_\_\_\_  
Richard Smarzik, Board Secretary

APPROVED AS TO FORM:

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

**RESOLUTION NO. R-2023-0002**

**Exhibit "A"**

AGREEMENT FOR SPORTS FACILITY FEASIBILITY STUDY SUPPORT  
BETWEEN THE CITY OF BASTROP AND  
THE BASTROP ECONOMIC DEVELOPMENT CORPORATION

DRAFT

**AGREEMENT FOR SPORTS FACILITY FEASIBILITY STUDY 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 \_\_\_\_\_ day of \_\_\_\_\_, 2023 (“Effective Date”), by and between the BASTROP ECONOMIC DEVELOPMENT CORPORATION (hereinafter referred to as “BEDC”) acting by and through its acting by and through its Executive Director as authorized by the Board of Directors, and, 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 provides as follows:

**WHEREAS**, the City has requested funding from the BEDC for a Sports Facility Feasibility Study; and

**WHEREAS**, the City of Bastrop City Council understands providing an enhanced quality of the services from City infrastructure should be cost effective; and

**WHEREAS**, Texas Local Government Code Section 505.152 authorizes expenditures found by a board of directors to be required or suitable for professional and amateur sports related to recreational or community facilities; and

**WHEREAS**, the City has engaged Stantec Consulting Services, Inc., as a subject matter expert in the area of master planning, for the city-wide Parks and Recreation Master Plan, including Task 2.3 Sport Facility Feasibility Study; 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 pay the contract fees to Stantec Consulting Services, Inc., in an amount not to exceed \$50,000.00, for services as described

in the Stantec Consulting Services, Inc., standard contract for general services (Exhibit A, Task 2.3) attached herein.

The City Agrees to provide all paid receipts for reimbursement to the BEDC.

### **III. BEDC Obligations**

As consideration for the above listed items to be provided by the City, BEDC shall reimburse funding to the City in an amount not to exceed \$50,000.00 (fifty thousand dollars), conditioned upon the City's commitment to dedicate and utilize said funds exclusively to pay the contract fees to Stantec Consulting Services, Inc., in an amount not to exceed \$50,000.00, as described in the Stantec Consulting Services, Inc. standard contract for general services (Exhibit A, Task 2.3) attached herein.

Reimbursements are limited to the amounts designated and upon the provision of paid receipts by the City, as follows:

1. Sports Facility Feasibility Study as described in the contract (Exhibit A, Task 2.3), and documented through paid receipts presented to the BEDC; and
2. No funding is provided for administrative purposes.

### **IV. General Provisions**

1. **Term.** Subject to early termination as provided below, this Agreement shall be in effect for a period beginning on or about November 22, 2022, and ending on or about March 31, 2023.
2. **Termination.** Either party may terminate this Agreement upon giving prior written notice to the other party. 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.
3. **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.
4. **Entire Agreement.** This Agreement constitutes the final and entire agreement between the Parties hereto and contains all 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**

**CITY OF BASTROP, TEXAS**

\_\_\_\_\_  
Bret Gardella, Executive Director

\_\_\_\_\_  
Sylvia Carrillo, City Manager

DRAFT

**Exhibit A**  
Contract with Stantec Consulting Services, Inc.

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

This General Services Contract (“Contract”) is entered by and between the **City of Bastrop**, a Texas Home-Rule Municipal Corporation (the “City”), and Stantec Consulting Services, Inc. (the “Engineer/Contractor”), and together with the City jointly referred to as the “Parties,” for the following work described on the Scope of Services, Exhibit A-2, attached and incorporated herein to this Contract (the “Work” or “Project” or “Parks & Recreation Master Plan”).

**I. General Information and Terms.**

|  |   |
|--|---|
| Engineer’s/Contractor’s Name and Address:                      | Stantec Consulting Services Inc.<br>70 NE Loop 410, Suite 1100<br>San Antonio, TX 78216<br>Attn: Mark Maldonado               |
| General Description of Services:                               | Professional landscape architecture services related to the master planning of the city-wide Parks and Recreation Master Plan |
| Maximum Contract Amount:                                       | \$290,000   |
| Effective Date:  | On the latest of the dates signed by both parties.  |
| Termination Date:  | See II.D.   |
| Contract Parts: This Contract consists of the following parts: |   |

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

**II. Standard Contractual Provisions.**

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

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

pay the Contractor within 30 days of receipt of Contractor's invoices for the Services provided for in this Contract with current revenues available to the City, but all of the City's payments to the Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the provisions of Chapter 2251 of the Government Code. The City shall have the right to withhold payment, or any part thereof, of any of invoice presented by Contractor until resolution providing reasonable verification of the correctness thereof of is reached. The City shall notify the Contractor, in writing, of the disputed amount within thirty (30) days. The City is not liable to the Contractor for any taxes which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any bill.

C. Executed Contract. The "Notice to Proceed" will not be given nor shall any Services commence until this Contract is fully executed and all exhibits and other attachments are completely executed and attached to this Contract.

D. Termination Provisions.

(1) Unless terminated earlier as allowed by this Contract, this Contract terminates:

- (a) On the termination date, if any, specified in the General Information in Part I, but the obligation of a party to complete a contract requirement pending on the date of termination survives termination; or
- (b) If there is no termination date specified in the General Information in Part I, the Contract terminates when both parties have completed all their respective obligations under the Contract.

(2) The City Manager may terminate this Contract during its term at any time for any reason by giving written notice to the Contractor not less than thirty (30) business days prior to the termination date, but the City will pay the Contractor for all Services rendered in compliance with this Contract up to the date of termination. The City may terminate the Contract anytime if the City does not have available funds pursuant to Texas Government Code Chapter 2251.

(3) If the City Council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the Contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution). The City shall provide notice to Contractor in the event the City fails to appropriate funds, and in such event the Contractor's obligations under this Contract shall immediately cease, except for completion of any services paid in advance if any.

E. Delays. Contractor shall have no damages for delay or hindrance. In the event of delay or hindrance not the fault of Contractor, an extension of time shall be the Contractor's sole remedy.



F. Independent Contractor. It is understood and agreed by the Parties that the Contractor is an independent contractor retained for the Services described in the Scope of Services, Exhibit A-2, attached and incorporated herein. The City will not control the manner or the means of the Contractor's performance but shall be entitled to work product as detailed in the Exhibit A-2. The City will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. This Contract does not create a joint venture. Services performed by the Contractor under this Contract are solely for the benefit of the City. Nothing contained in this Contract creates any duties on the part of the Contractor toward any person not a party to this Contract. No person or entity not a signatory to this Contract shall be entitled to rely on the Contractor's performance of its Services hereunder, and no right to assert a claim against the Contractor by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Contract or the performance of the Contractor's Services hereunder.

G. Subcontractor. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The Contractor shall be fully responsible to the City for the negligent acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

H. Assignment. The Contractor may not assign this Contract without the City's prior written consent.

I. Law Governing and Venue. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Bastrop County, Texas.

J. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

K. Dispute Resolution Procedures. If either party disputes any matter relating to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.

L. Attorney's Fees. Should either party to this Contract bring suit against the other party for any matter relating to this Contract, the prevailing Party shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

M. INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS

OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM AND AGAINST CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY, INCLUDING REIMBURSEMENT OF REASONABLE ATTORNEY'S FEES AND COST IN PROPORTION OF CONTRACTOR'S LIABILITY, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY TO THE EXTENT CAUSED BY THE NEGLIGENT ACT, ERROR, OR WILLFUL MISCONDUCT OF THE CONTRACTOR, ITS AGENTS, REPRESENTATIVES, EMPLOYEES, OR ANYONE WHOM THE CONTRACTOR IS LEGALLY LIABLE FOR UNDER THIS CONTRACT.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, UNDER NO CIRCUMSTANCES WHETHER UNDER BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, ENHANCED, TREBLE (OR STATUTORY EQUIVALENT), OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY OR LOSS OF PROSPECTIVE REVENUE, ARISING OUT OF THIS AGREEMENT OR ANY WORK OR SERVICES PERFORMED OR TO BE PERFORMED HEREUNDER.

THE TOTAL AMOUNT OF ALL CLAIMS THE CITY MAY HAVE AGAINST THE CONTRACTOR UNDER THIS CONTRACT OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES UNDER ANY THEORY OF LAW, INCLUDING BUT NOT LIMITED TO CLAIMS FOR NEGLIGENCE, NEGLIGENT MISREPRESENTATION AND BREACH OF CONTRACT, SHALL BE STRICTLY LIMITED TO \$1,000,000.00 AS THE CITY'S SOLE AND EXCLUSIVE REMEDY UNDER THIS CONTRACT ANY CLAIM, DEMAND OR SUIT SHALL BE DIRECTED AND/OR ASSERTED ONLY AGAINST THE CONTRACTOR AND NOT AGAINST ANY OF THE CONTRACTOR'S EMPLOYEES, OFFICERS, OR DIRECTORS.

N. RELEASE. THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR THE WORK TO BE PERFORMED HEREUNDER AND HEREBY RELEASES, RELINQUISHES, AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANY PERSON, AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY TO THE EXTENT CAUSED BY THE NEGLIGENCE, RECKLESSNESS, OR WILLFUL MISCONDUCT OF CONTRACTOR, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, OR SUBCONTRACTORS..

O. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

P. Conflicting Provisions. If there is a conflict between a provision in the Contractor's Additional Contract Documents and a provision in the remainder of this Contract, the latter controls.

Q. Documents and Data, Licensing of Intellectual Property, and Copyright. All Work progress and final documents and data produced by Contractor during the term of the Contract shall be and remain the property of the City upon full payment of all monies owed to the Contractor. For purposes of this Contract, the term “Documents and Data” include any original work (the Work), reports, analyses, plans, drawings, designs, renderings, specifications, notes, summaries, charts, schedules, spreadsheets, calculations, lists, data compilations, documents, or any other material developed and assembled by or on behalf of the City in the performance of this Contract. It also includes any medium in which the Documents and Data are kept, including digitally, magnetically, or electronically. This Contract creates at no cost to the City, a perpetual license for the City to use any picture, video, music, brochure, writing, trademark, logo, or other work created by the Contractor for the use of the City, as a “work made for hire” as defined by federal copyright law. The City, as the author and owner of the copyright to the Work, may alter, reproduce, distribute, or make any other use of the Work as it deems appropriate.

R. Standard of Care for Architects and Engineers. Services must be performed with the professional skill and care ordinarily provided by competent licensed engineers or registered architects practicing in the same or similar locality and under the same or similar circumstances and professional license.

S. Disclosure of Interested Persons for Council-Approved Contracts. Contracts that require City Council approval, such as contracts that exceed \$50,000, are subject to the requirements of Section 2252.908, Tex Gov’t Code. Under the provisions of this statute:

(1) The City may not enter into a contract with a business entity that requires Council approval unless the business entity submits a disclosure of interested persons at the time the business entity submits a signed contract to the City;

(2) A disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission (Commission), attached and incorporated herein as Exhibit A-1, that includes:

(a) A list of each interested party for the contract of which the contractor business entity is aware, an interested party being a person who has a controlling interest in the business entity or who actively participates in facilitating or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity; and

(b) The signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

T. Compliance with Laws. The Contractor must comply with the federal, state, and local laws, rules and regulations applicable to the Project and its services under this Contract.

U. Prohibition on Contracts with Companies Boycotting Israel. Certain contracts for goods and services are subject to the requirements of Section 2270.002, Tex Gov't Code (H.B. 89, as amended by H.B. 793). Specifically, contracts for good and services that:

- (1) are between the City and a company with ten (10) or more full-time employees; and
- (2) have a value of \$100,000.00 or more that is to be paid wholly or partly from public funds of the City.

Under the provisions of this statute, if the above conditions apply the City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

If this is a contract to which the verification requirement applies, the City has approved a verification form which must be filled out and signed by the Contractor and submitted to the City at the time of execution of this Contract.

### **III. Additional Terms or Conditions.**

#### **Insurance**

At all times this Agreement is in effect, Contractor shall maintain insurance of the types and amounts as those required in Exhibit B-1. All of Contractor's insurance policies in any way relating to the Work, whether or not required by this Agreement and regardless of the enforceability or validity of any of the indemnities or other assumptions of liability by Contractor, shall, to the full coverage limits of all such policies without any limitations based on the minimum requirements set forth above: (a) other than the worker's compensation insurance, name City Group as additional insureds on a broad form basis with such additional insured coverage including coverage for the sole or concurrent negligence of the additional insured and not being restricted to (i) "ongoing operations," (ii) coverage for vicarious liability, or (iii) circumstances in which the named insured is partially negligent; (b) provide for waiver of all rights of subrogation against City and the other members of City Group; and (c) be primary and noncontributory as to all other policies (including any deductibles or self-insured retentions) and self-insurance that may provide coverage to any member of City Group, and shall be fully applied and exhausted before application of any applicable indemnity obligations of City or of any applicable insurance coverage provided by City or any other member of City Group.

#### **A. Audit**

Contractor shall, and shall ensure that its affiliates, subsidiaries, contractors, subcontractors,

consultants, agents, and any other person associated with Contractor including those in Contractor Group, keep full and accurate books and records with respect to all Work performed, and all payments and expenditures in connection with this Agreement. The records to be maintained and retained by Contractor Group shall include, without limitation, (a) payroll records accounting for total time distribution of Contractor's employees working full or part time on the Project, as well as canceled payroll checks or signed receipts for payroll payments in cash; (b) invoices for purchases, receiving and issuing documents, and all other unit inventory records for Contractor's stores, stock, or capital items; (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other Third Parties' charges, including, but not limited to, Equipment rental; (d) travel and entertainment documentation, including, but not limited to, employee expense reports and Contractor facility usage reports; and (e) all field tickets or similar documentation evidencing the Work. The City shall have the right at all reasonable times, for a period of five (5) years from the completion of the Work, to audit and inspect such books and records (excluding trade secrets, formulas, confidential data, proprietary information, or processes). Notwithstanding the foregoing, the City's right to inspect, copy, and audit shall not extend to the composition of Contractor's rates and fees, percentage mark-ups, or multipliers but shall apply only to their application to the applicable units.

#### **B. Reports of Incidents**


Within twenty-four (24) hours upon occurrence, Contractor shall provide in writing to the City notice and details of any accidents or occurrences resulting in injuries to persons, property, or pollution arising in any way arising out of or related to the Work whether done by Contractor or any subcontractor of Contractor or any other member of Contractor Group performing Work pursuant to this Contract. Contractor shall in writing within twenty-four (24) hours of any claim, demand, or suit that may be presented to or served upon it arising out of or as a result of Work.

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

- EXHIBIT A-1: Certificate of Interested Parties (1295 Form)
- EXHIBIT A-2 Scope of Work
- EXHIBIT A-3 House Bill 89 Verification
- EXHIBIT B-1 Requirements for General Services Contract

#### **V. Signatures.**

**Stantec Consulting Services, Inc.**

By:  Digitally signed by Maldonado,  
Mark (San Antonio)  
Date: 2022.12.20 09:56:44  
-06'00'

Printed Name: Mark Maldonado

Title: Principal

Date: 12/20/2022

**CITY OF BASTROP**

By:  Digitally signed by Carrillo,  
Sylvia (Dec 21, 2022 06:18 CST)

Printed Name: Sylvia Carrillo

Title: City Manager

Date: Dec 21, 2022

**EXHIBIT A-1**

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

*(See Attached)*

# CERTIFICATE OF INTERESTED PARTIES

## FORM 1295

1 of 1

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

### OFFICE USE ONLY CERTIFICATION OF FILING

**Certificate Number:**  
2022-965380

**Date Filed:**  
12/16/2022

**Date Acknowledged:**

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

Stantec Consulting Services Inc.  
San Antonio, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

City of Bastrop

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

PARKS AND REC MP #PK-2201  
Provide Parks and Recreation Master Planning services for the City's Parks and Recreation Master Plan.

| 4 | Name of Interested Party          | City, State, Country (place of business) | Nature of interest (check applicable) |              |
|---|-----------------------------------|--|---------------------------------------|--------------|
|   |                                   |  | Controlling                           | Intermediary |
|   | Stone, Jeffery                    | Rochester, NY United States              | X                                     |              |
|   | Lerner, Stuart                    | New York, NY United States               | X                                     |              |
|   | Mustang Acquisition Holdings Inc. | Broomfield, CO United States             | X                                     |              |
|   |                                   |  |                                       |              |
|   |                                   |  |                                       |              |
|   |                                   |  |                                       |              |
|   |                                   |  |                                       |              |
|   |                                   |  |                                       |              |
|   |                                   |  |                                       |              |

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is David Irvine, and my date of birth is December 13, 1970.

My address is 12130 Overcup Drive, Houston, TX, 77024, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of Texas, on the 16 day of December, 2022.  
(month) (year)

*David A. Irvine*

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)



**EXHIBIT A-2**

Scope of Services **dated September 13, 2022**

*(See Attached)*

## Attachment 1 – Scope of Services

The City of Bastrop Parks, Recreation and Open Space Master Plan (Bastrop PROS Master Plan) will be developed in three phases as described below:

### PHASE 1: Discovery- Foundation Building

From the onset of this Project, we will work closely with the City's PM to establish appropriate communication protocols, project management benchmarks, QA/QC process and branding for this effort to make it a success. We will also work as a team to review all available existing information for the Study Area so that we can lay the appropriate foundation for all subsequent planning activities to follow. Our approach to this phase includes the following scope items, provided in greater detail.

**Task 1.0: Staff Kick-off Meeting** – The purpose of this meeting is to kick-off the Project between the Client and the Stantec Team, to discuss the project work plan which will include the scope, schedule, and coordination related items, including the request of data from the Client including all base file data in GIS format for completion of tasks within Phase 1. Stantec team members will attend via phone conference. Stantec will supply a summary of the kick-off meeting that outlines the discussion items, decisions made and follow up action items to be completed.

#### Task 1.0 Meetings/ Deliverables

- Project Kick-off Meeting & Meeting Minutes
- Document Request Form (To be completed by City)

**Task 1.1: Staff Check-in Meetings** – Stantec's PM will meet with the City's PM on a monthly basis, once per month, throughout the 10-month duration of the project. These meetings will be attended virtually and are anticipated to last approximately 1 hour. The purpose of the monthly meetings is to review submittals and keep both parties (Stantec and City) updated on the Project's progress. Project status update memos will be issued monthly and shall summarize work completed, work scheduled to be completed for the upcoming month, and any outstanding issues or decisions that must be resolved by City staff or the project team. Stantec will document these staff check in meetings via e-mail to outline discussion points, decisions made, next steps and any follow up action items needed. Should extra client review meetings be required to complete this task, consultant will review with the Owner the required additional fees necessary to cover the increase in the scope of work.

#### Task 1.1 Meetings/ Deliverables

- (10) Monthly Staff Check-in Meetings & Meeting Minutes
- (10) Monthly Project Status Update Memo

**Task 1.2: Branded Materials and Project Logo**– Stantec will develop a design template (according to City's branding standards) and logo to brand the Project. All project documents and materials will follow the standards of the selected design template. Stantec will also provide the design of material for facilitation aids for public outreach and citizen participation as well as marketing materials for increased project awareness.

#### Task 1.2 Meetings/ Deliverables

- Project Graphic Design Template
- Project Logo
- Project Flyers/ Notices/ Brochures

**Task 1.3: Social Media Content and Project Website**- The Stantec Team will assist City Staff by providing content material for the project website. City Staff will develop and maintain the project-specific website throughout the duration of the Project. The website should include an overview of the project, project timeline, sign-up for project notifications, review of public documents, and stay up-to-date on upcoming public engagement/outreach events. Stantec will work with the City to take advantage of existing social media opportunities, such as existing Facebook, Instagram, and Twitter accounts owned by the City. Our experience is that providing information for accounts with existing followers is more successful than setting up new accounts for a project. Stantec will provide notifications of the public engagement/outreach events in both English and Spanish for the City to upload to the website and various social media platforms. Project reports, public documents, and the Parks Master Plan will be provided in English only.

#### Task 1.3 Meetings/ Deliverables

- Project Website Design & Maintenance

- Social Media Marketing Campaign- Project Initiation
- Social Media Marketing Campaign- Community Workshop No.1
- Social Media Marketing Campaign- Community Workshop No.2

**Task 1.4: Reconnaissance/ Existing Conditions & Inventory Assessment** – Stantec will review and summarize existing plans, projects, and programs pertinent to the Bastrop PROS Master Plan planning area. Stantec will work with the Client staff to identify the list of plans and provide the resultant planning documents. Stantec staff will reference the existing plans, projects, and programs as they pertain to the project boundary and incorporate findings as best as possible into the PROS Master Plan. Stantec will conduct a desktop inventory of park improvements, as well as evaluate area influences and other conditions which have influenced and continue to inform the growth, development patterns, and connectivity of the City. Stantec will also review relevant documents including policies, regulating documents, and others to understand prevailing influences regarding the parks and recreation system for the City of Bastrop.

The Stantec Team will also conduct a walk-through and inventory and assess existing physical conditions for the City's existing 14 parks. The work in this task will begin with a 2-day site visit and meeting with City staff and is intended to provide the factual and analytical basis for the planning effort. This dialogue will also provide further insight in understanding issues to be addressed, pitfalls to avoid, and recommendations for best approaches for successful plan implementation. For Mayfest Park, Bob Bryant Park, and Fisherman's Park, Stantec will locate and identify the size, location, existing site amenities, facilities, utilities, roads, parking, trees, and park equipment.

The deliverable for this task will be a series of maps depicting the existing physical opportunities and constraints, along with a supporting technical memorandum summarizing our observations and impressions.

#### Task 1.4 Meetings/ Deliverables

- 2-Day Park & Facility Site Visit and Assessment Meeting with Design Team and City Staff
- Existing Park Inventory & Assessment Memo
- Existing Conditions Map- Mayfest Park
- Existing Conditions Map- Bob Bryant Park
- Existing Conditions Map- Fisherman's Park

**Task 1.5: Base Mapping** – Stantec will utilize city provided data, readily available GIS information and Lidar aerial maps to create a base map for each of the three existing parks that will be master planned – Mayfest Park, Bob Bryant Park, and Fisherman's Park. *\*Note, if any of the Parks Master Plan move into the design development phase, then a topographical survey will be needed in order to create a precise set of construction documents.*

#### Task 1.5 Meetings/ Deliverables

- The deliverable for this task will be provided as part of Task 1.4 – Reconnaissance/ Existing Conditions & Inventory Assessment.

**Task 1.6: Existing & Future Statistics** – Stantec will review existing and future statistics relevant to the City of Bastrop's Park, Recreation and Open Space system to include the following:

- Existing Population & Demographic Analysis- Using data provided by City Staff, Stantec will review and analyze the population and demographic characteristics of the residents of the City of Bastrop to help identify current and future park and recreational needs.
- Park Classification, Standards & Benchmarking- Using data provided by City Staff along with data compiled by the Stantec team, we will utilize the Existing Conditions Analysis, in tandem with current population estimates (2020 US Census or most recent American Community Survey), to compare the existing park and recreational facilities within the City against National Recreation and Park Association (NRPA) standards. We will also identify relevant park development trends along with benchmarking City facilities with regional and national standards. Stantec will work with City staff to identify relevant communities within the region or nation against which to compare and analyze level of service and parks and recreation standards. These comparisons may be peer communities, in terms of location or size, or may be aspirational communities, systems whose level of services or offering the City would like to emulate.

#### Task 1.6 Meetings/ Deliverables

- The deliverable for this task will be provided as part of Task 3.0 – Final Parks, Recreation and Open Space Master Plan- Draft

**Task 1.7: Bastrop Park Existing Facilities Assessment** - The Stantec team will conduct an on-site observation and assessment of specific Bastrop park facilities to include the following:

- **Park Accessibility Assessment**– The Design team will work with the City and participate in an in-person tour of all fourteen (14) existing city parks for the assessment of accessibility in accordance to the Texas Accessibilities Standards (TAS) as a basis. Existing accessibility conditions and access will be included in the final memo. The memo will include a narrative describing observations, with photos and applicable comments for each one of the facilities reviewed.

Meetings/ Deliverables

- (1) In-person tour with City staff of the existing facilities within 14 of the city’s existing parks.
- Existing Conditions Summary Report and Recommendations Memo to achieve minimal accessibility compliance based on the existing conditions at the 14 parks.
- (1) Virtual meeting with City staff to review Existing Conditions Summary Report and Recommendations Memo

**Task 1.8: Stakeholder and Community Outreach/ Engagement** – Using the events and opportunities outlined in the Stakeholder and Community Engagement Plan Memo, the Stantec team will facilitate robust stakeholder and community engagement and solicit the public’s input on a vision and goals for the City of Bastrop Parks, Recreation and Open Space Master Plan. Specific development/improvement opportunities, goals, and feedback will be discussed for each of the three existing parks that will be master planned – Mayfest Park, Bob Bryant Park, and Fisherman’s Park. Throughout the project, Stantec will develop, participate, and assist with the following public engagement activities:

- **Management and Engagement Plan** – Stantec will work with the City’s contracted Diversity and Inclusion Specialist and develop a stakeholder and community engagement plan memorandum that identifies the details for each of the engagement strategies. These details will include but are not limited to venues, key participants, engagement advertisements, coordination, and plan and work product to be completed with each engagement strategy. This plan will be developed with a medium to high level of detail that specifically denotes responsible parties to complete specific engagement coordination tasks.

Meetings/ Deliverables

- (1) In-person strategy session with the City’s contracted Diversity and Inclusion Specialist and City Staff
- Stakeholder and Community Engagement Plan Memo
- **Stakeholder and Ambassador Listening Sessions**– We will identify two (2) stakeholder groups and six (6) individuals across the City that will function as ambassadors for the planning process and the PROS Master Plan, assist with public outreach and input gathering, and help us reach traditionally underserved groups. We will lead 1-hour facilitation sessions with the stakeholder groups and (30) minute interviews with individual ambassadors to understand issues to be addressed, pitfalls to avoid, and recommendations for best approaches to input and outreach. The purpose of this task is to meet with individuals and groups with potential to influence/ impact future development and improvements of the parks and open spaces in Bastrop. Potential groups could include members of Youth Associations, Sport Groups, City Staff, business and property owners, developers from the community and region, lenders, and others.

Meetings/ Deliverables

- (2) In-Person Stakeholder Groups Listening Sessions up to 1 Hr. each (conducted in 1 day)
- (6) Virtual Ambassador/ Individual Listening Sessions up to 30 mins. each
- Develop and Present Session Materials
- Summary Memo and synthesis of input received.
- **Parks Advisory Board/ Steering Committee Meeting** – The Stantec Team will facilitate one (1) meeting with the Parks Advisory Board or the Steering Committee, a group of individuals identified by the Client, to ensure input, review, and direction related to various activities and deliverables of the planning process, as well as to help build additional consensus to aid in developing community consensus and in implementation of the recommendations. Stantec will coordinate with City staff and will facilitate these meetings and provide a meeting summary outlining key discussion points, considerations, and next steps. City to provide venue, food/ beverages, and audio/video

connections. Materials prepared for this meeting will allow the Client staff to make similar presentations to other Boards, Planning and Zoning Commission, and Town Council if desired.

Meetings/ Deliverables

- Develop and Present Meeting Materials
  - In-person Parks Advisory Board/ Steering Committee Kick-off Meeting (Date T.B.D)
- **Community Workshops**– The Stantec Team will facilitate two (2) community workshops. To initiate the planning process on a City-wide level, we propose a in-person townhall symposium style event.

Community Workshop Meeting No. 1 is intended to primarily explain the process and timeline and facilitate input exercises to understand issues and opportunities in the City. During this workshop, engagement activities are about eliciting conversations about the vision and transforming that vision into specific action items.

Community Workshop Meeting No. 2 involves community validation of what has been developed in response to their input and how to accomplish those tasks. It is an opportunity for the overall community to tell us what they think of the ideas and designs as well as the suggested action steps developed by the project team, and to validate them or suggest final changes to them prior to developing the final document.

Meetings/ Deliverables

- Develop and Present Meeting Materials
  - In-person Community Workshop Meeting No. 1 (Date T.B.D)
  - In-person Community Workshop Meeting No. 2 (Date T.B.D)
- **Meeting in a Box, Visioning Boards, and QR Codes**– The Stantec Team will create and package a customized “Meeting in a Box” to include instructions, sign-in sheets, activities, and worksheets. A “Meeting in a Box” is intended to be self-administered by PROS Master Plan Ambassadors working with residents/ organizations in small groups. This could include working in small groups at a regularly scheduled meetings, luncheons, or can be disseminated and administered by other park advocates. These meetings should not last more than 60 mins and should be used to identify the issues and opportunities they may be facing with regard to the overall City’s parks, recreation, and open space system. It would also be an opportunity to identify area specific issues that may be impacting them.

Stantec will also provide visioning boards and QR codes for the City to utilize during community pop-up events and other engagement events that are led by stakeholders and City staff.

Meetings/ Deliverables

- Develop and Package “Meeting in a Box” materials
  - Print and Deliver (5) “Meeting in a Box” Packages that can be checked-out
  - Visioning Boards and QR code
  - Summary Memo and synthesis of input received.
- **City Council Meetings** – The Stantec Team will facilitate one (1) meeting with the City of Bastrop City Council, to ensure input, review, and direction related to various activities and deliverables of the planning process, as well as to help build additional consensus to aid in developing community consensus and in implementation of the recommendations. Stantec will coordinate with City staff and will facilitate these meetings and provide a meeting summary outlining key discussion points, considerations, and next steps. City to provide venue, food/ beverages, and audio/video connections

Meetings/ Deliverables

- Develop and Present Meeting Materials
- In-person City Council Kick-off Meeting (Date T.B.D)

**Task 1.9: Development of Vision and Goals**–Stantec will work with the city to produce a clear and concise Statement of Vision and Key Goals for the plan, based on the Community Workshop and community engagement activities. The vision statement and goals will be refined throughout the Project and serve as a guidepost for all future discussions.

Meetings/ Deliverables

- Submit Statement of Vision and Key Goals to City for review and input. City to vet the vision and goals with the Park Advisory Board and Steering Committee

- Vision & Goals Draft

## PHASE II: PLAN DEVELOPMENT AND RECOMMENDATIONS

**Task 2.0: Needs Assessment**– The needs assessment is an objective method to determine whether the park system effectively meets the locally established standards. The information being assessed is based upon existing conditions, community input, community resources, existing and future level-of-service, and growth trends. The assessments are then matched with available lands and future amenities to determine current and future needs. The desires and deficiencies identified form the basis for recommendations. This needs assessment relies also on public comments, staff knowledge and stated desires. The needs assessment is part science and part art, having to balance data with community desires. Park assessments rely heavily on national standards, but those are only a portion of the overall calculations. While many national standards appear difficult to apply, they are only a guideline; thus, this planning effort finds them valuable as a benchmark, but will use additional methods of assessment to aid in determining the community’s needs. We will use three methods for assessing current and future park needs, demand-based, standards-based and resource-based assessment methodologies.

### Meetings/ Deliverables

- The deliverable for this task will be provided as part of Task 3.0: Final Parks, Recreation and Open Space Master Plan- Draft

**Task 2.1: Recreational Analysis and Program Plan**– This scope of work will support the completion of an assessment of recreation programs and services, evaluation of relevant community needs, and development of a program plan for the City of Bastrop’s Park and Recreation System to be included in the PROS Master Plan. Focus areas of this study to include the following:

- **Park / Facility Review and Data Evaluation** - Pros Consulting will work with Stantec, City staff, and other team members to review existing parks and facilities for their programmatic potential, as well as data from the community engagement process indicating the recreational interests and needs of residents. This will include on-site park and facility site visits, interviews with city staff involved with current programming, and evaluation of community input and survey data on recreational interests and needs.
- **Recreation Program Analysis** – Recreation programs and special events are the backbone of park and recreation agencies. This assessment will review how well the recreation system aligns itself with community needs. The goal of this process is to provide recreation program enhancements that result in successful and innovative recreation program offerings. We will provide insight into recreation program trends from agencies all around the country. The process includes analysis of: age segment distribution, lifecycle analysis, core program analysis and development, similar provider analysis/duplication of service, market position and marketing analysis, user fee analysis for facilities and programs/services, review of program development process, backstage support, or service systems and agency support needed to deliver excellent service. Ultimately, the outcome of the process will be the creation of a dynamic recreation program plan that results in increased registration, drives customer retention and loyalty, improves customer satisfaction, and increases revenues. Additionally, it will help focus department efforts in core program areas and create excellence in those programs deemed most important by program participants.
- **Program Plan** - Pros will utilize the culmination of the assessment of existing conditions sites, facilities, and programs, and community need prioritization as derived from the community survey and other public engagement methods of the project to develop a program plan. This plan will identify specific programs that are reflective of community interests and needs and are also respectful of the organizational capacity of the city of Bastrop parks and recreation services. Additionally, potential programs that can be provided through partnerships will be identified and included in the program plan.
- **Comprehensive Operations and Maintenance Analysis**- Stantec will assess the current operations and maintenance associated with the three existing parks, Mayfest Park, Bob Bryant Park, and Fisherman’s Park, in comparison with the proposed improvements for the three parks as outlined within the Parks Master Plans. A written report outlining the estimated annual operations and maintenance costs associated with each park inclusive of anticipated capital purchases, personnel, reoccurring annual expenses, and supplemental contracts will be provided.

### Meetings/ Deliverables

- (1) In-person tour with City staff of the existing facilities within 14 of the city’s existing parks.

- (1) Virtual meeting with City staff to review current programming, recreational interest, and needs (2 Hrs.)
- Recreational Program Analysis Summary
- Recreational Program Plan
- Operations and Maintenance Summary for Mayfest Park, Bob Bryant Park, and Fisherman’s Park
- Comprehensive Operations and Maintenance Plan
- (3) Virtual meeting with City staff to review above summaries and Plans (1 Hr. each)

**Task 2.2: High-Level Trail Connectivity Exhibit(s)**— Stantec will conduct an in-person work session with City staff to review existing paved trails, natural surface trails, and the public sidewalk system and to identify proposed trails that will connect to the existing trails. Stantec will provide high-level trail exhibits showing potential trail locations based off of contours, property lines, and any other readily available mapping information.

#### Meetings/ Deliverables

- (1) In-person work session with City staff to review existing trails and to identify future trail locations
- High-level Trail Exhibit(s) showing Existing and Proposed Trails

**Task 2.3: Sport Facility Feasibility Study**— This task encompasses understanding from City of Bastrop staff and key stakeholders the goals and objectives of the feasibility study, and the initial perceptions of the nature of the demand and opportunity for a high-quality sports facility. Because the market context for a sports facility is unique to the sport under consideration, it will encompass identifying the sport(s) to be analyzed. It will also clarify how the feasibility analysis relates to specific locations in Bastrop where the sports complex may be situated. Focus areas of this study to include the following:

- **Feasibility Study Scoping**- We will familiarize ourselves with existing sports facilities in Bastrop and analyze strengths and limitations. Discussions will explore perceived needs and opportunities relative to specific sports. They will also explore whether there are specific local sites where the sports facility may be situated, and their capacity, strengths, and limitations. We will interview city staff and key stakeholders and facilitate discussions to explore perceived needs and opportunities relative to specific sports. Specific local sites where the sports facility may be situated, and their capacity, strengths and limitations will also be explored. At the conclusion of this phase, we will discuss of initial findings, goals and local context with city staff, resulting in identification of sports to be analyzed, and locational options.

#### Meetings/ Deliverables

- (Up to 5) Virtual Stakeholder/ City Staff Interviews up to 1 Hr. each
- Feasibility Study Key Findings Summary
- (1) Virtual meeting with City staff to review Key Findings Summary, Identification of Sports to be Analyzed, and Potential Locational Options
- **Market Context Analysis**- The market context analysis will evaluate the local and regional need and competitive context for a sports complex serving the specific sport or sports identified above. This phase will: (1) Evaluate the demographic and socioeconomic characteristics and trends of Bastrop and the surrounding region, including, but not limited to: spending patterns, age, gender, education, income, purchasing power and sports participation and attendance; (2) Identify and analyze the competitive context for each sport. Tournament quality sports facilities in the relevant region will be identified and mapped, and facility characteristics researched such as their offerings, capacity, user counts, amenities, and regular use and events; (3) Conduct interviews relative to the utilization of tournament quality facilities in the competitive environment, including interviews with sports complex operators and sport specific tournament organizers; (4) Estimate demand for sports programming and events for the sports complex by candidate sport—including leagues, clinics, classes, camps, tournaments, etc—and including potential local users of the facility; and (5) Develop recommendations concerning size of sports complex based on this research and locations under consideration. At the conclusion of this phase, we will discuss findings and recommendations with city staff.

#### Meetings/ Deliverables

- (Up to 10) Virtual Interviews per Sport up to 1 Hr. each; assumes up to three sports will be analyzed
- Key Findings and Recommendation Summary
- (1) Virtual meeting with City staff to review Key Findings Summary, Estimated Demand, and

### Recommendations

- **Economic Impact Analysis-** Competitors and visitors at sports events generate economic activity. Visitor spending supports local businesses and has the ripple effects of supporting their local suppliers and the local spending of their employees. Estimates of sports participants and spectators developed in the task above can be utilized to estimate the impact on the local economy from this “sports tourism.” This phase will estimate the direct, indirect and induced impact on the local economy of sport complex related activity.

#### Meetings/ Deliverables

- Economic Impact Analysis Summary
- (1) Virtual meeting with City staff to review Economic Impact Analysis Summary

**Task 2.4: Master Plan Development, Recommendations and Strategies-** We will develop an overall Parks, Recreation, Trails and Open Space Master Plan which will be based off the public input received throughout the project. The Master Plan deliverable will include a graphic written report, with an executive summary, maps, and associated graphics, photographs, tables, and charts. The report will document the planning process, input, and all previous tasks. We will suggest preliminary recommendations for projects, programs, and policies that will assist in realizing the community vision. This phase will include:

- Mayfest Park- (2) Preliminary Master Plan Concepts with (1) refinement; Community feedback to selected preferred concept and to be developed into the Mayfest Park Final Master Plan.
- Bob Bryant Park- (2) Preliminary Master Plan Concepts with (1) refinement; Community feedback to selected preferred concept and to be developed into the Bob Bryant Park Final Master Plan.
- Fisherman’s Park- (2) Preliminary Master Plan Concepts with (1) refinement; Community feedback to selected preferred concept and to be developed into the Fisherman’s Park Final Master Plan.
- General Recommendations for the overall park system
- Strategies for land acquisition for future parkland and facilities
- Recommendations for improving existing parks and recreational facilities
- Recommendations for the creation of new parks, park amenities and programming
- Recommendations for the creation of Comprehensive City Park Style Guide that provides design ideas and options for entryway and internal park signage
- Strategies to expand and create additional recreational programming
- Recommendations for trail creation, improvements, and connectivity opportunities
- Recommendations for improved operations and maintenance
- Strategies for economic development for the Bastrop Parks System.
- Financial strategies including possible funding/ revenue streams and possible grant opportunities
- Recommendations regarding policy and regulatory revisions and amendments necessary to protect the final plan vision and concepts

#### Meetings/ Deliverables

- (1) In-person meeting with City staff to review Master Plan Development, Recommendations and Strategies
- (1) Virtual meeting with City staff to review Mayfest Park, Bryant Park, and Fisherman’s Park Concepts (1) 2-hour meeting
- (1) Virtual meeting with City staff to review Mayfest Park, Bryant Park, and Fisherman’s Final Park Master Plans (1) 2-hours meeting
- Master Plan Development, Recommendations and Strategies Summary PowerPoint Presentation
- Funding Strategies Matrix

**Task 2.5: Action/ Implementation Plan-** With an understanding of the park and recreation gaps, this task will create a categorized matrix of actions necessary to close the gaps identified in the City Parks and Recreation system. The matrix will be organized into broad categories of interventions and/or corrective measures, likely to include Policy, Programming, Maintenance, Renovations, and Capital Projects.

#### Meetings/ Deliverables

- (1) Virtual meeting with City staff to review Action/ Implementation Plan
- Action/ Implementation Plan Draft

## PHASE III: PLAN REVIEW AND DELIVERY



This final phase of the project will result in development of the final master plan report consisting of action steps and preliminary implementation strategies and identification of funding mechanisms to accomplish the recommended projects, programs, and policies. The final document will be largely graphic and easy to understand for multiple and diverse audiences and stakeholders. The technical data and information will be contained in the appendix. This phase will include:

**Task 3.0: Final Parks, Recreation and Open Space Master Plan- Draft-** Informed by the outline discussed in the Kickoff meeting, we will prepare a first draft of the complete document for City staff review. In addition to being comprehensive in scope the document will be visual in presentation, readable, concise, succinct, eye-catching, engaging, and implementable. We will make one set of edits to the first draft based on review comments by the city staff PM. All requested edits shall be in the form of one consolidated set as redlines, Adobe Acrobat notes, or similar method.

Meetings/ Deliverables

- City of Bastrop Parks, Recreation and Open Space Master Plan Draft
- (1) Revision to Master Plan Draft based on City received comments/ redlines

**Task 3.1: Recommendation & Implementation Meeting #1-** We will facilitate one- 2 hour In-Person workshop with members of the Parks Advisory Board and identified stakeholders that make financial, infrastructure, and other development related decisions (such as City Management, County administrators and department directors, and maybe Council members and EDC Board members), to ensure that the solutions are locally produced and “do-able” for the community. The goal of this workshop will be to ensure input, review, and direction related to various activities and deliverables of the planning process. Additionally, this workshop will help build additional consensus to aid partner agencies in their decision making and to ensure implementation by engaging decision makers in validating the identified action steps, priorities, funding, and partnerships needed to implement the comprehensive plan recommendations.

Meetings/ Deliverables

- Recommendation & Implementation Meeting #1 (Date T.B.D)
- Master Plan Development, Recommendations and Strategies Summary PowerPoint Presentation

**Task 3.2: Recommendation & Implementation Meeting #2-** We will facilitate one- 2 hour In-Person workshop with members of the City Council, to ensure that the solutions are locally produced and “do-able” for the community. The goal of this workshop will be to ensure input, review, and direction related to various activities and deliverables of the planning process. Additionally, this workshop will help build additional consensus to aid partner agencies in their decision making and to ensure implementation by engaging decision makers in validating the identified action steps, priorities, funding, and partnerships needed to implement the comprehensive plan recommendations.

Meetings/ Deliverables

- Recommendation & Implementation Meeting #2 (Date T.B.D)
- Master Plan Development, Recommendations and Strategies Summary PowerPoint Presentation

**Task 3.3: Final Parks, Recreation and Open Space Master Plan-** Incorporating comments from the previous Recommendation and Implementation Meetings, we will prepare the finalized Bastrop Parks, Recreation and Open Space Master Plan. All requested edits shall be in the form of one consolidated set as redlines, Adobe Acrobat notes, or similar method.

Meetings/ Deliverables

- (1) Electronic Interactive PDF version of the Final Bastrop Parks, Recreation and Open Space Master Plan

## FEE BREAKDOWN

Please note that the fees below are based on a smooth project implementation and have assumed no major changes will be made to the project scope or the project schedule after the kickoff meeting. Landscape Architecture, Architecture, Engineering and Planning services provided outside the above scope of work will be billed as an additional service at our standard hourly rates per the attached rate sheet or a mutually agreed upon lump sum once approved in writing by both parties. Compensation will be fixed fee in the amount listed below (plus applicable taxes, if required). Fees shown for the reimbursable elements are for budgeting purposes only and invoices will reflect the actual time and material costs incurred. Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third-party charges will be charged as invoiced to Stantec with a ten percent (10%) markup.

|                          |   | TASKS   | COST (PER TASK)               |
|--------------------------|---|---|-------------------------------|
| <b>1</b>                 | <b>DISCOVERY-<br/>FOUNDATION<br/>BUILDING</b>       | Staff Kick-off Meeting/ Project Initiation (Lump Sum)   | \$2,500                       |
|                          |   | Staff Check-In Meetings/ Project Management (Lump Sum)  | \$7,500                       |
|                          |   | Branded Materials and Project Logo (Lump Sum)   | \$2,500                       |
|                          |   | Social Media Content and Project Website (Lump Sum)   | \$9,500                       |
|                          |   | Reconnaissance/ Existing Conditions & Inventory Assessment (Lump Sum)   | \$16,500                      |
|                          |   | Base Mapping (Lump Sum)   | \$10,000                      |
|                          |   | Existing & Future Statistics (Lump Sum)   | \$7,500                       |
|                          |   | Park Accessibility Assessment (Lump Sum)  | \$10,000                      |
|                          |   | Stakeholder and Community Outreach/ Engagement<br>-Management and Engagement Plan (\$2,500 Lump Sum)<br>-Stakeholder and Ambassador Listening Sessions (\$2,500 T&M)<br>-Parks Advisory Board/ Steering Committee Meeting (\$2,500 T&M)<br>-Community Workshops (\$16,500 T&M)<br>-"Meeting In A Box" (\$6,500 Lump Sum)<br>-City Council Meeting (\$2,500 T&M) | \$33,000                      |
|                          |   | Development of Vision and Goals (Lump Sum)  | \$2,000                       |
| TOTAL COST:<br>\$101,000 |   |   |                               |
| <b>2</b>                 | <b>PLAN DEVELOPMENT<br/>AND<br/>RECOMMENDATIONS</b> | Needs Assessment (Lump Sum)   | \$6,500                       |
|                          |   | Recreational Analysis and Program Plan / Comprehensive Operations and Maintenance Analysis (Lump Sum)   | \$19,500                      |
|                          |   | High-Level Trail Connectivity Exhibits (Lump Sum)   | \$9,500                       |
|                          |   | Sport Facility Feasibility Study<br>-Scoping (\$5,000 Lump Sum)<br>-Market Context Analysis (\$32,000 Lump Sum)<br>-Economic Impact Analysis (\$13,000 Lump Sum)  | \$50,000                      |
|                          |   | Master Plan Development, Recommendations and Strategies (Lump Sum)  | \$62,500                      |
|                          |   | Action/ Implementation Plan (Lump Sum)  | \$4,500                       |
|                          |   | TOTAL COST:<br>\$152,500  |                               |
| <b>3</b>                 | <b>PLAN REVIEW<br/>AND DELIVERY</b>                 | Final Parks, Recreation and Open Space Master Plan- Draft (Lump Sum)  | \$14,000                      |
|                          |   | Recommendation & Implementation Meeting #1 (T&M)  | \$2,500                       |
|                          |   | Recommendation & Implementation Meeting #2 (T&M)  | \$2,500                       |
|                          |   | Draft Report Revisions and Final Plan Document Compilation (Lump Sum)   | \$6,500                       |
|                          |   | TOTAL COST:<br>\$25,500   |                               |
|                          |   | <b>Phase I, II, and III Total</b>   | <b>\$279,000</b>              |
|                          |   | <b>Printing &amp; Other Reimbursable Expenses</b><br>Generally, < 5 % of Project Cost   | <b>Not to Exceed \$11,000</b> |
|                          |   | <b>Total Project Cost</b>   | <b>\$290,000</b>              |

## CITY ROLE/ RESPONSIBILITIES

- Provide all existing plans, GIS Files, as-built CAD files, and ordinances to the consultant team.
- Post plan-related information (content provided by Stantec) on its social media.
- Assist the consulting team in outreach for public engagement events, schedule and coordinate PAB/ City Council meetings. City to provide venue, audio/visual, food/beverage (if desired), and equipment rentals (if required).
- Costs for advertising, handout and giveaways, outreach, and refreshments served at public meetings if any.

## ASSUMPTIONS

- Park land dedication and park development fee requirements would be proposed for residential developments but not non-residential development because dedications/fees for non-residential developments present potential legal challenges.
- The scope identified under Policy Recommendations and Parkland Dedication Requirements will provide the analytical framework and rationale for a potential parkland dedication ordinance but will not include preparation of a draft ordinance or evaluation of legal risks associated with a potential parkland dedication ordinance.

## ADDITIONAL SERVICES

- Electrical facility assessment for the 14 existing parks.
- Facility assessment of the splash pad at Fisherman's Park.
- Revenue analysis for the existing parks
- Other than those identified in this contract, no additional public meetings and/or presentations are provided within this Scope of Services.
- The Owner will provide as expeditiously as possible all readily available base information that it currently has in its possession, necessary to complete the Scope of Services described herein. Any information required to complete this Scope of Services that cannot be readily provided by the Owner will remain the responsibility of the Owner. All such information shall be provided to Stantec and any costs associated with acquisition of information will be borne by the Owner.
- This Scope of Services does not include any hydraulic or hydrology engineering modeling or design services.
- This scope of services does not include any water agency reviews or regulatory permitting with such agencies such as the U.S. Army Corps of Engineers, FEMA, TCEQ, or others.
- This scope of services does not include any services for topographic survey or geotechnical engineering evaluations or soils testing.
- This scope of services does not include any schematic design, design development, construction documents, specifications, or bid documents.
- This scope of services does not include 3d visualizations or 3d models.
- Should the Owner and consultant agree that any of the above additional services, or other additional services, are required, the consultant will prepare a cost proposal for such services and obtain authorization from the Owner prior to performing any additional services.

**EXHIBIT A-3**

House Bill 89 Verification

*(See Attached)*

EXHIBIT A-3

**House Bill 89 Verification Form**

I, Mark Maldonado (printed person's name), the undersigned representative of (Company or Business name) Stantec Consulting Services Inc. (hereafter referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

- 1. Does not boycott Israel currently; and
- 2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

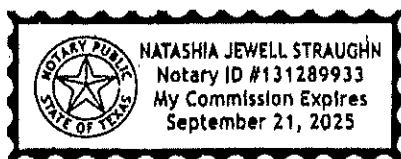
1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

10/6/2022 Mark Maldonado Digitally signed by Mark Maldonado  
Date: 2022.10.06 10:06:16 -05'00'

DATE SIGNATURE OF COMPANY REPRESENTATIVE

ON THIS THE 6<sup>th</sup> day of October, 2022, personally appeared Mark Maldonado, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL  Natasha Jewell Straughn

**EXHIBIT B-1**  
**REQUIREMENTS FOR GENERAL SERVICES CONTRACT**

The Contractor shall comply with each and every condition contained herein. The Contractor shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the City, including any delay periods. If the Project is not finalized and the insurance expires, Contractor is obligated to extend the insurance coverage. Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Bastrop accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

**INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT**

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

- A. The City of Bastrop shall be named as an additional insured with respect to General Liability and Automobile Liability **on a separate endorsement**
- B. A waiver of subrogation in favor of The City of Bastrop shall be contained in the Workers Compensation and all liability policies and must be provided **on a separate endorsement.**
- C. All insurance policies shall be endorsed to the effect that The City of Bastrop will receive at least thirty (30) days' written notice prior to cancellation or non-renewal of the insurance.
- D. All insurance policies, which name The City of Bastrop as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
- E. **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
- F. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Bastrop of any material change in the insurance coverage.
- G. All liability policies (with the exception of Professional Liability) shall contain no cross-liability exclusions or insured versus insured restrictions.
- H. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- I. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Bastrop.
- J. Insurance must be purchased from insurers having a minimum AmBest rating of B+.
- K. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2016/03) Coverage must be written on an occurrence form, with the exception of Professional Liability which may be written on a claims made form.
- L. Contractual Liability must be maintained covering the Contractors obligations contained in the contract (except Professional Liability). Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
- M. Upon request, Contractor shall furnish The City of Bastrop with certified copies of all insurance policies.
- N. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Bastrop within ten (10) business days after contract award and prior to starting any work by the successful contractor's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Bastrop, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Bastrop. The certificate of insurance and endorsements shall be sent to:

**City of Bastrop**  
**Engineering and Capital Project Management Department**  
**P. O. Box 427**  
**1311 Chestnut Street**

**Bastrop, TX 78602****INSURANCE REQUIREMENTS**

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

**Coverages Required & Limits (Figures Denote Minimums)**

Workers' Compensation Statutory limits, State of TX.

Employers' Liability \$500,000 per employee per disease / \$500,000 per employee per accident / \$500,000 by disease aggregate

Commercial General Liability:

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

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

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

Garage Liability for BI & PD

\$1,000,000 each accident for Auto, \$1,000,000 each accident Non-Auto

\$2,000,000 General Aggregate

Garage Keepers Coverage (for Auto Body & Repair Shops)

\$500,000 any one unit/any loss and \$200,000 for contents

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

Contract value less than \$1,000,000: **not required**

Contract value between \$1,000,000 and \$5,000,000: **\$4,000,000 is required**

Contract value between \$5,000,000 and \$10,000,000: **\$9,000,000 is required**

Contract value between \$10,000,000 and \$15,000,000: **\$15,000,000 is required**

Contract value above \$15,000,000: **\$20,000,000 is required**

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

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

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

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

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

\$1,000,000 each occurrence

\$2,000,000 aggregate

Other Insurance Required: \_\_\_\_\_

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



# CERTIFICATE OF LIABILITY INSURANCE

10/1/2023 DATE (MM/DD/YYYY)  
9/19/2022

**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.**

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|  |  |  |       |   |       |                   |  |                   |  |                   |  |                   |  |
|--|--|--|-------|---|-------|-------------------|--|-------------------|--|-------------------|--|-------------------|--|
| <b>PRODUCER</b> Lockton Companies<br>444 W. 47th Street, Suite 900<br>Kansas City MO 64112-1906<br>(816) 960-9000                                  | <b>CONTACT NAME:</b><br><b>PHONE (A/C, No, Ext):</b> <span style="float: right;"><b>FAX (A/C, No):</b></span><br><b>E-MAIL ADDRESS:</b><br><hr/> <div style="text-align: center;"><b>INSURER(S) AFFORDING COVERAGE</b></div> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;"><b>INSURER A:</b> Berkshire Hathaway Specialty Insurance Company</td> <td style="width: 20%; text-align: center;">22276</td> </tr> <tr> <td><b>INSURER B:</b> AIG Specialty Insurance Company</td> <td style="text-align: center;">26883</td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table> | <b>INSURER A:</b> Berkshire Hathaway Specialty Insurance Company | 22276 | <b>INSURER B:</b> AIG Specialty Insurance Company | 26883 | <b>INSURER C:</b> |  | <b>INSURER D:</b> |  | <b>INSURER E:</b> |  | <b>INSURER F:</b> |  |
| <b>INSURER A:</b> Berkshire Hathaway Specialty Insurance Company   | 22276  |  |       |   |       |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER B:</b> AIG Specialty Insurance Company  | 26883  |  |       |   |       |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER C:</b>  |  |  |       |   |       |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER D:</b>  |  |  |       |   |       |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER E:</b>  |  |  |       |   |       |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER F:</b>  |  |  |       |   |       |                   |  |                   |  |                   |  |                   |  |
| <b>INSURED</b> STANTEC CONSULTING SERVICES INC.<br>1414100 370 INTERLOCKEN BOULEVARD, SUITE 300<br>BROOMFIELD CO 80021-8012<br>SCSi GENERIC - \$3M |  |  |       |   |       |                   |  |                   |  |                   |  |                   |  |

**COVERAGES** **CERTIFICATE NUMBER: 14181323** **REVISION NUMBER: XXXXXXXX**

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

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD | POLICY NUMBER                        | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|-----------|----------|--------------------------------------|-------------------------|-------------------------|--|
|          | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><hr/> GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          | NOT APPLICABLE                       |                         |                         | EACH OCCURRENCE \$ XXXXXXXX<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX<br>MED EXP (Any one person) \$ XXXXXXXX<br>PERSONAL & ADV INJURY \$ XXXXXXXX<br>GENERAL AGGREGATE \$ XXXXXXXX<br>PRODUCTS - COMP/OP AGG \$ XXXXXXXX |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                  |           |          | NOT APPLICABLE                       |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX<br>BODILY INJURY (Per person) \$ XXXXXXXX<br>BODILY INJURY (Per accident) \$ XXXXXXXX<br>PROPERTY DAMAGE (Per accident) \$ XXXXXXXX  |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$  |           |          | NOT APPLICABLE                       |                         |                         | EACH OCCURRENCE \$ XXXXXXXX<br>AGGREGATE \$ XXXXXXXX   |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y / N     | N / A    | NOT APPLICABLE                       |                         |                         | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ XXXXXXXX<br>E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX<br>E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX  |
| A        | Professional Liab  | N         | N        | 47-EPP-308810<br>NO RETROACTIVE DATE | 10/1/2022               | 10/1/2023               | \$3,000,000 PER CLAIM/AGG<br>INCLUSIVE OF COSTS  |
| B        | Contractors Pollution Liab   |           |          | CPO8085428                           | 10/1/2021               | 10/1/2023               | \$3,000,000 PER LOSS/AGG   |

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

**CERTIFICATE HOLDER**

**14181323**  
 TO WHOM IT MAY CONCERN  
  
 FL

**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

*[Signature]*





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2023

4/22/2022

**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.**

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| <b>PRODUCER</b> Lockton Companies<br>444 W. 47th Street, Suite 900<br>Kansas City MO 64112-1906<br>(816) 960-9000           | <b>CONTACT NAME:</b><br><b>PHONE (A/C, No, Ext):</b> <span style="float: right;"><b>FAX (A/C, No):</b></span><br><b>E-MAIL ADDRESS:</b><br><br><table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td><b>INSURER A:</b> Berkshire Hathaway Specialty Insurance Company</td> <td style="text-align: center;">22276</td> </tr> <tr> <td><b>INSURER B:</b> Travelers Property Casualty Co of America</td> <td style="text-align: center;">25674</td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | <b>INSURER A:</b> Berkshire Hathaway Specialty Insurance Company | 22276 | <b>INSURER B:</b> Travelers Property Casualty Co of America | 25674 | <b>INSURER C:</b> |  | <b>INSURER D:</b> |  | <b>INSURER E:</b> |  | <b>INSURER F:</b> |  |
|---|--|-------------------------------|--------|--|-------|---|-------|-------------------|--|-------------------|--|-------------------|--|-------------------|--|
| INSURER(S) AFFORDING COVERAGE   | NAIC #   |                               |        |  |       |   |       |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER A:</b> Berkshire Hathaway Specialty Insurance Company  | 22276  |                               |        |  |       |   |       |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER B:</b> Travelers Property Casualty Co of America   | 25674  |                               |        |  |       |   |       |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER C:</b>   |  |                               |        |  |       |   |       |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER D:</b>   |  |                               |        |  |       |   |       |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER E:</b>   |  |                               |        |  |       |   |       |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER F:</b>   |  |                               |        |  |       |   |       |                   |  |                   |  |                   |  |                   |  |
| <b>INSURED</b><br>1415077 STANTEC CONSULTING SERVICES INC.<br>370 INTERLOCKEN BLVD<br>SUITE 300<br>BROOMFIELD CO 80021-8012 |  |                               |        |  |       |   |       |                   |  |                   |  |                   |  |                   |  |

**COVERAGES** **CERTIFICATE NUMBER:** 14193567 **REVISION NUMBER:** XXXXXXXX

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

| INSR LTR    | TYPE OF INSURANCE   | ADDL INSD | SUBR WVD | POLICY NUMBER   | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|-------------|---|-----------|----------|---|-------------------------|-------------------------|---|
| A           | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> <b>CONTRACTUAL/CROSS</b><br><input checked="" type="checkbox"/> <b>XCU COVERED</b><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br>OTHER: | N         | N        | 47-GLO-307584-04  | 5/1/2022                | 5/1/2023                | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 25,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| B<br>B      | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY  | N         | N        | TC2J-CAP-8E086819 (AOS)<br>TJ-BAP-8E086820                          | 5/1/2022<br>5/1/2022    | 5/1/2023<br>5/1/2023    | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$ XXXXXXXX<br>BODILY INJURY (Per accident) \$ XXXXXXXX<br>PROPERTY DAMAGE (Per accident) \$ XXXXXXXX<br>\$ XXXXXXXX   |
| A           | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$  | N         | N        | 47-UMO-307585-04  | 5/1/2022                | 5/1/2023                | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000<br>\$ XXXXXXXX   |
| B<br>B<br>B | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | N/A       | N        | UB-3P635310 (AOS)<br>UB-3P533004 (MA, WI)<br>EXCEPT FOR OH ND WA WY | 5/1/2022<br>5/1/2022    | 5/1/2023<br>5/1/2023    | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) TO WHOM IT MAY CONCERN.

**CERTIFICATE HOLDER**

**CANCELLATION** See Attachment

|  |   |
|--|---|
| 14193567<br>TO WHOM IT MAY CONCERN<br>FL | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|--|---|







# Bastrop Parks Recreation Master Plan Contract FINAL\_12192022\_V3

Final Audit Report

2022-12-21

|                 |   |
|-----------------|---|
| Created:        | 2022-12-20                                  |
| By:             | Tracy Waldron (twaldron@cityofbastrop.org)  |
| Status:         | Signed                                      |
| Transaction ID: | CBJCHBCAABAALS2DjHQoseNSxaMlma9Mafss72970CI |

## "Bastrop Parks Recreation Master Plan Contract FINAL\_12192022\_V3" History

-  Document digitally presigned by Maldonado, Mark (San Antonio)  
2022-12-20 - 3:56:44 PM GMT- IP address: 207.138.104.162
-  Document created by Tracy Waldron (twaldron@cityofbastrop.org)  
2022-12-20 - 4:46:58 PM GMT- IP address: 207.138.104.162
-  Document emailed to Sylvia Carrillo (scarrillo@cityofbastrop.org) for signature  
2022-12-20 - 4:48:36 PM GMT
-  Email viewed by Sylvia Carrillo (scarrillo@cityofbastrop.org)  
2022-12-21 - 12:17:54 PM GMT- IP address: 70.125.210.146
-  Document e-signed by Sylvia Carrillo (scarrillo@cityofbastrop.org)  
Signature Date: 2022-12-21 - 12:18:06 PM GMT - Time Source: server- IP address: 70.125.210.146
-  Agreement completed.  
2022-12-21 - 12:18:06 PM GMT

## AGENDA MEMORANDUM

Meeting Date: February 27, 2023

Agenda Item: Discussion and possible action on a Board recommendation to the BEDC Executive Director about proceeding with the MLK/Technology Drive extension project.

Submitted by: Richard Smarzik, Board Secretary/Treasurer

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### MLK/Technology Drive Extension – Project History

The MLK/Technology Expansion Project was presented to the BEDC Board in August 2017 by Shawn Kirkpatrick, BEDC's executive director from 2015 to 2018. Mr. Kirkpatrick explained that extending Technology Drive would create a second ingress and egress route in the Business Park, bringing the Park into compliance with the City of Bastrop's development regulations. It would also open up an additional 10 acres for development. The project would include roads, drainage, and related infrastructure improvements.

On August 21, 2017, the Board approved funding the project in the amount of \$1,600,000. It qualified as a project authorized under Texas Local Government Code 501.103 and 505.159(b). Ms. Schroeder made the motion to approve Resolution R-2017-0013, Mr. Kier seconded and the motion passed with none opposed.

On October 16, 2017, the Board voted to amend the amount to expand the scope of the project to include street, water, wastewater, drainage and other utilities. It included funding for the fiber trunk main and maintenance, increasing the estimated cost of the project to \$1,854,800. The approved source of funding was \$1,425,388 from the BEDC FY 2017/2018 budget, and \$429,412 remaining from 2013 certificate of obligation bond funds. Ms. Schroeder made the motion to approve Resolution R-2017-0019, Ms. Rogers seconded, and the motion passed with none opposed.

Also at the October 16<sup>th</sup> meeting, the Board approved a Professional Services Agreement (PSA) with Bowman Consulting to perform the engineering on the Technology Drive/MLK Infrastructure Project. Mr. Plunkett made the motion to approve Resolution R-2017-0020, Mr. Kier seconded, and the motion passed with none opposed.

On March 19, 2018, the Board approved a change order in the amount of \$13,500 to survey the rights-of-way boundaries for MLK Street and Mill Street and prepare an engineering design survey, as the original documents could not be located on file at the City of Bastrop or Bastrop County. (Bowman Consulting had not been able to locate the survey data that would typically be located at the City's planning department, and they requested a change order to their contract.) The



Board discussed if the cost should have been included in the original contract. After further discussion, Ms. Schroeder made the motion for the Board Chair to work with the Executive Director and legal counsel to investigate the contract and to come up with a reasonable solution, possibly a change order, not to exceed \$13,500. Ms. Rogers seconded, and the motion passed with none opposed.

At the November 2020 board meeting, an update was given stating that the interlocal agreement between Bastrop County, City of Bastrop, and the BEDC was being redrafted. That agreement dealt with the retention design needed to close on the property sale to Bastrop County, but also potentially affected the drainage related to the extension of Technology.

At the March 2021 BEDC board meeting, BEDC's Project Manager, Jean Riemenschneider, was asked to provide an update on the project.

April 19, 2021 – Bowman Consulting gave an update on the project with an updated Opinion of Probable Cost at the board meeting. No action was required at this time.

May 17, 2021 – Discussion and possible action on an update about the MLK/Technology Drive Extension Project. Ms. Riemenschneider gave an update about the project. No action was taken at this time.

June 27, 2022 – Project was included in the 2022/2023 budget at \$2M.

December 19, 2022 – Project was included on the agenda. Executive Director Gardella gave an update and requested authorization to complete the project. No decision was made.

Attachment:

Map of Technology Drive Extension

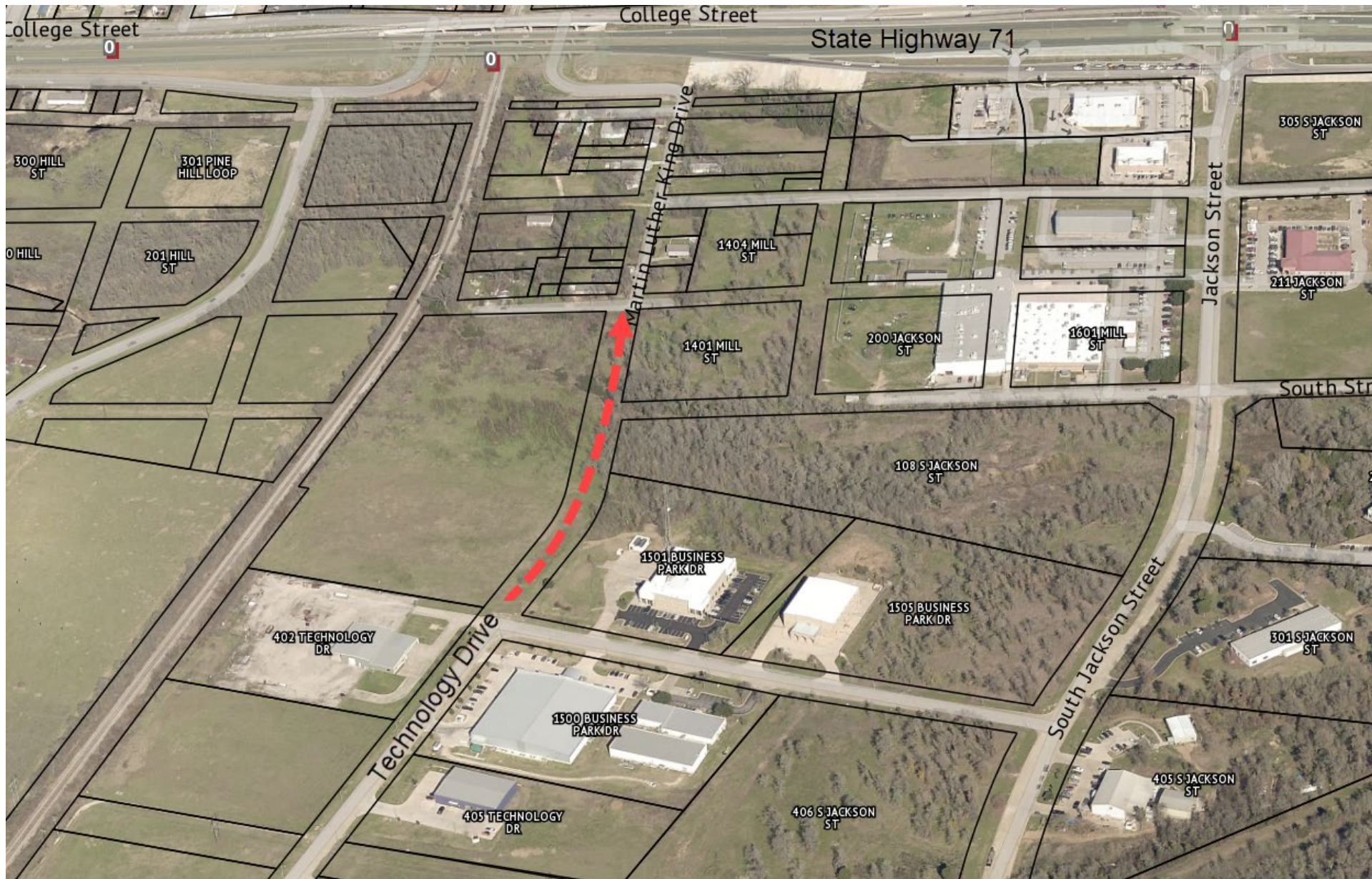
---

**Recommendation** – Discuss and consider taking any action necessary to provide direction to the Executive Director.

**[RECOMMENDED MOTION]** – Direct the BEDC Executive Director to proceed with the construction of the Technology Drive Extension infrastructure project in the Bastrop Business and Industrial Park.



# Technology Drive Extension to MLK and Mill Street



## **AGENDA MEMORANDUM**

Meeting Date: February 27, 2023

Agenda Item: Update, discussion and possible action on a Board recommendation to the BEDC Executive Director on next steps for the property located at 108 S. Jackson Street in the Bastrop Business and Industrial Park.

Submitted by: Richard Smarzik, Board Secretary/Treasurer

---

The BEDC acted in November 2017 to sell a 9.525-acre parcel of property located at 108 South Jackson Street in the Bastrop Business Park to Bastrop County. The purchase agreement was executed on January 8, 2018, with the property sold to the County “as-is” (the BEDC would not be responsible for any remediation on the property). The sale price was \$100,000. Ms. Nash made the motion to approve Resolution R-2017-0024, Ms. Schroeder seconded, and the motion passed.

Closing on the sale of the property was contingent upon working out the plans for the detention pond, as the BEDC planned to place it on the County’s property. The County submitted the fully executed purchase agreement with an escrow fee of \$500 to Independence Title in Bastrop in 2018. Subsequent to the agreement, Bastrop County, the City of Bastrop, and the BEDC began the process of drafting an interlocal agreement (ILA) between the City, County, and BEDC.

On May 6, 2021, Ron Spencer, BEDC staff and legal counsel met with representatives from the City of Bastrop, Bastrop County, and Bowman Consulting to discuss the interlocal agreement and real estate purchase agreement. There were also several meetings held between BEDC staff and the project committee in an attempt to work through the edits in the agreement.

The BEDC Executive Director needs direction as to the next steps on the project.

Attachment:  
Map of the property

---

**Recommendation** – The Board may give direction for the Executive Director to work with legal counsel and the other entities involved to complete the terms of the ILA and return a finalized draft to the Board for consideration. Or, they may give direction for the Executive Director to work with legal counsel to determine if the agreement can be nullified.

**[RECOMMENDED MOTION]** – Motion would be based on the Board’s decision after discussion.



### Map of Business Park Showing 9.5-Acre Lot





## Agenda Item: 3.6

# AGENDA MEMORANDUM

Meeting Date: February 27, 2023

Agenda Item: Discussion and possible action regarding approval of Resolution R-2023-0003 establishing a Revolving Loan Fund Program using the donated funds from Roscoe State Bank.

Submitted by: Bret Gardella, BEDC Executive Director

---

In November 2022, Roscoe State Bank awarded the BEDC with \$20,000, which is the first of five donations totaling \$100,000 over the course of five years.

The President of Roscoe requested that these funds be used in a way to assist businesses, specifically small businesses. The BEDC Executive Director and staff proposed using the funds for a revolving loan fund program, and the Roscoe representatives wholeheartedly agreed.

This program would contribute to the City of Bastrop by assisting small businesses and entrepreneurs in starting or expanding businesses, thereby creating a direct overall improvement/stimulus in the local economy.

The BEDC Executive Director and staff have drafted a new version of a policy for the program, which now includes an application form. This proposed program uses only the \$20,000 donated by Roscoe State Bank and has no request for a BEDC match at this time.

Attachments:

Draft Resolution R-2023-0003

Revolving Loan Fund Program Policy and Application

---

**Recommendation** – Approve the resolution as submitted.

**[RECOMMENDED MOTION]** – I make the motion to approve Resolution R-2023-0003.





**RESOLUTION NO. R-2023-0003**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION ESTABLISHING A REVOLVING LOAN FUND USING THE DONATED FUNDS FROM ROSCOE STATE BANK; AND AUTHORIZING THE BEDC EXECUTIVE DIRECTOR TO EXECUTE NECESSARY DOCUMENTATION.**

**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**, economic development organizations commonly utilize Revolving Loan Fund programs to provide access to capital to achieve positive public outcomes such as community revitalization, economic growth, increased tax revenues, and job creation; and

**WHEREAS**, providing Bastrop businesses with access to such a program will contribute to the City of Bastrop by assisting small businesses and entrepreneurs in starting or expanding businesses, thereby creating a direct overall improvement/stimulus in the local economy; and

**WHEREAS**, Roscoe State Bank has made a donation to the BEDC in the amount of \$20,000 per year for five (5) years, and has requested that the funds be used for a program such as a Revolving Loan Fund; and

**WHEREAS**, the BEDC Executive Director has drafted and presented a policy and application for the implementation of a Revolving Loan Fund program; and

**WHEREAS**, after careful evaluation and consideration by the Board, it has determined that this BEDC Revolving Loan Fund program will benefit Bastrop businesses and the overall economy.

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

**SECTION 1.** The Board hereby finds that all of the recitals above are true and correct and are incorporated herein as if restated in full.

**SECTION 2.** The Board approves the creation of a Revolving Loan Fund program as described in the guidelines attached hereto as Exhibit “A.”

**SECTION 3.** The Board hereby authorizes the BEDC Executive Director to execute the necessary documentation to establish and fund the program as detailed in Exhibit “A.”

**SECTION 4.** This Resolution is effective upon passage.

**PASSED AND APPROVED** on the \_\_\_\_\_ day of \_\_\_\_\_ 2023, by the Board of Directors of the Bastrop Economic Development Corporation.

**RESOLUTION NO. R-2023-0003**

BASTROP ECONOMIC  
DEVELOPMENT CORPORATION

\_\_\_\_\_  
Ron Spencer, Board Chair

ATTEST:

\_\_\_\_\_  
Richard Smarzik, Board Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Denton, Navarro, Rocha, Bernal & Zech, P.C.  
Board Counsel

DRAFT

**RESOLUTION NO. R-2023-0003**

**Exhibit "A"**  
BEDC Revolving Loan Fund Program Policy

DRAFT



## Bastrop Economic Development Corporation Revolving Loan Fund Program Policy

### I. GENERAL POLICY

The Bastrop Revolving Loan Fund (RLF) Program provides businesses with direct loans. As the RLF receives the principal and interest from outstanding loans, the money is made available to another borrower. This recycling of funds makes RLFs particularly valuable for small businesses and entrepreneurs that lack the equity typically required by financial institutions to start or grow their business. This RLF program provides low-interest, supplemental financing to assist with business start-ups and the expansion of existing businesses for the purposes of creating jobs and enhancing private capital investment within the City of Bastrop, Texas.

### II. ECONOMIC OBJECTIVES

The Bastrop Economic Development Corporation (BEDC) will consider applications for the RLF, which demonstrate the achievement of one or more of the following objectives:

1. Enhance the City's economic base through property tax and sales tax.
2. Assist businesses that provide permanent employment opportunities.
3. Stimulate private sector investment in commercial opportunities.
4. Encourage site improvements and redevelopment of commercial and industrial areas, blighted properties and vacant land.

### III. DEFINITIONS

As used in this Policy, the following words or phrases shall have the stated meanings:

1. "Applicant" – Business or person applying for the loan
2. "BEDC" – Bastrop Economic Development Corporation
3. "BEDC Board" – BEDC Board of Directors
4. "RLF" – Bastrop Revolving Loan Fund Program
5. "RLF Committee," or "Committee" – loan committee comprised of a minimum of three BEDC Board members and additional members as determined by the BEDC Board
6. "Lender" – Bank, lending institution, or BEDC
7. "Loan" – (aka microloan or small business loan) amount not to exceed \$10,000
8. "Recipient" – Business or person approved for a loan

### IV. ELIGIBLE BUSINESSES

All RLF Applicants must meet the following criteria. The business must:

1. Be a for-profit business in the industrial, commercial, retail or service sector.
2. Be a private business (dba, LLC, LLP, PC, C, or S corporation).
3. Have a physical address within the City of Bastrop city limits. Proof of address shall be required when applying.
4. Be an allowed use through zoning of the property or be a legally non-conforming use.
5. Not have delinquent taxes, bills, or charges due to the City.
6. Not have any outstanding violations with the City of Bastrop unless working to come into compliance by utilizing the RLF.

Any participant in the RLF must be in good standing with the BEDC and the City of Bastrop (e.g., not in litigation against the BEDC or City or owing monies for utilities, judgements, fines, having unresolved code enforcement issues, etc.) and may only carry one revolving loan at a time.

**V. ELIGIBLE USES OF THE REVOLVING LOAN FUND**

1. Land and building acquisition
2. Property improvements
3. New building construction
4. Building renovation and modernization
5. Machinery, equipment & fixtures
6. Inventory
7. Working capital
8. Information technology

**VI. INELIGIBLE USES OF THE REVOLVING LOAN FUND**

1. Debt refinancing
2. Residential real estate, public buildings or infrastructure, speculative buildings, or any project not located within the city limits of Bastrop, Texas.
3. Investments, payments on current loans, or refinancing of existing debt.
4. Loans used as a loan guarantee or as a substitute for private capital.
5. Taxes
6. Gambling, religious, political or adult/pornographic businesses
7. Loans which would create a potential conflict of interest for any BEDC staff member, elected or appointed official, or members of the Committee.

**VII. AMOUNT AVAILABLE**

Applications will be accepted for loan amount requests ranging from \$3,000 up to \$10,000.

**VIII. ADMINISTRATION**

Application forms are available online at [www.bastropedc.org](http://www.bastropedc.org).

Applicant should allow a minimum of six to eight weeks for processing once the completed application and all required documentation are submitted.

Consideration for approval will be based on but not limited to the following:

1. Business plan and market feasibility of proposed business
2. Assessment of business capacity to operate successfully based on current market conditions
3. Credit and collateral analysis
4. Cash flow analysis
5. Other financial documents as requested

An initial meeting with the Applicant and BEDC staff will be set up to review the request. If the application meets the initial policy guidelines and the application is deemed complete, BEDC staff shall prepare a loan summary to be submitted to the BEDC RLF Committee for consideration in making a recommendation to the BEDC Board. A copy of the loan summary and application will be sent to the Committee at least 72 hours prior to the meeting. Information in the loan summary will include:

1. Project description and use of funds
2. Type of business
3. Number of jobs created or retained
4. Source and use of personal or other funds
5. Staff recommendation for loan application

Incomplete applications will be returned to the Applicant.

The RLF Committee shall meet on an as-needed basis to review applications for financial feasibility, security and ability to satisfy the purposes and priorities of the program. The Applicant will be invited to the meeting to present to the committee. Applications shall require a majority vote of the Committee for recommendation to proceed to the BEDC Board. During the next regularly scheduled BEDC Board meeting, the Board will formally approve/deny the application. If an application is denied, BEDC staff shall have the option to continue assisting the Applicant in gathering additional information for resubmittal.

Nothing in this Policy shall require the BEDC to make a loan to a business that meets the requirements of the Policy. The BEDC is not required to make a loan or provide any financial assistance to a business that meets the requirements of this Policy unless the BEDC in its sole discretion determines that it is in the BEDC and City of Bastrop's best interest to make a loan. Each application will be reviewed on a case-by-case basis.

*NOTE: Information that the Applicant believes to be confidential should be clearly marked "Confidential" on each page containing confidential information. The BEDC shall take every precaution allowed by law to maintain confidentiality.*

**IX. LOAN TERMS AND GUIDELINES**

1. Minimum amount of loans – \$3,000
2. Maximum amount of loans – \$10,000
3. The loan term will vary based on the amount, equity, security and purpose of the loan. The loan term may be negotiated up to five (5) years and shall not exceed the productive life of the assets. Loans for working capital may not exceed three (3) years.
4. Recipients will be charged all costs associated with the loan, including but not limited to legal and consulting costs that may be incurred by the BEDC in processing the loan application. These fees may be included in the loan amount.
5. The minimum interest rate of the program is four percent (4%). The interest rate shall be established at the time of the RLF Committee approval of the loan. The RLF Committee may vary the interest rate, within said limitations, as a function of the amount, equity security and purpose of that loan. Additionally, the RLF Committee may vary the interest rate for Applicants who exceed job creation and retention goals or hire displaced workers, women, minorities, disabled, long-term unemployed and underemployed, and/or low- and moderate-income employees.
6. Recipients may be required to maintain property insurance on buildings and contents for full replacement value. If required, insurance policies shall name the BEDC as a Lender Loss Payee.

**X. LOAN PAYMENT TERMS AND GUIDELINES**

1. Initial payment may be deferred up to three (3) months after closing.
2. Payment shall be made on a monthly basis.
3. Payments more than thirty (30) days delinquent will be assessed a five (5) percent penalty. Payments first go towards any accrued penalties, then towards accrued interest, and lastly to reduce the balance of the principal.
4. The Recipient may repay the loan without incurring a prepayment penalty, to encourage early repayment of loans.
5. The Applicant will authorize the BEDC to obtain verification of any applicable records, including assets, employment records, and consumer credit reports.
6. BEDC will review RLF agreements annually.

**XI. LOAN PROCEDURES**

Prior to releasing RLFs, the following documentation, and any other documentation required by the BEDC, must be provided :

1. **Notice of Award** – The BEDC has reviewed and approved a complete application for an eligible Applicant.
2. **Loan Agreement** – A RLF agreement shall be executed by the BEDC Chair and the principal owner(s) or officer(s) of the business. The agreement must be dated, state the agreement between the BEDC and the business and specify the amount and terms of the loan funds delivered.
3. **Loan Security** – If RLF security is required, any mortgage or lien instruments must be executed at the time of the loan closing. The BEDC may take a security interest position in any equipment, real estate, or other collateral being financed. Subordinate lien position loans will be accepted.
4. **Amortization Schedule** – An amortization schedule shall be prepared by BEDC Staff with a copy provided to the borrower.
5. **Evidence of Permits** – Documentation must be provided by the Applicant.
6. **Other Documentation** – The Applicant may be asked to provide other types of documentation.

## **XII. POST-APPROVAL OF RLF RECIPIENT**

In addition to the terms and conditions of the RLF, all Recipients must agree to comply with the following:

- To use RLF money only to pay the cost of services and materials necessary to complete the project or activity for which the loan was awarded.
- To permit inspections by persons authorized by the BEDC of all projects and properties assisted with RLFs. Related project materials shall also be open to inspections which include but may not be limited to materials and equipment. Requests for inspection shall be complied with by the Recipient.
- To maintain records on the projects as may be requested by the BEDC. These files shall be maintained as long as the loan is active or for at least three (3) years after completion of the work for which the loan has been obtained, whichever is longer.
- The business must maintain an actual physical presence within the city limits of Bastrop, Texas.

## **XIII. POST-CLOSING AND MONITORING OF RLFs**

### **General Procedures**

1. When the loan closing is completed and the funds are disbursed, the Lender will establish a loan servicing file to contain:
  - 1) All closing documents.
  - 2) A log of all conversations and correspondence relating to the loan.
  - 3) A master follow-up file to ensure loan monitoring functions are performed on a timely basis.



2. The calculation of principal and interest and monthly payment reports will be executed at the time of the loan closing by the Lender.
3. Fund management services will be provided by the Lender. The BEDC may assist with loan packaging, underwriting, and related marketing services for the Fund.

### **Monitoring**

Lender will be responsible for collecting and maintaining evidence of ongoing compliance with any loan requirements, insurance, financial reporting, and any special conditions of the original agreement. An annual report of projects financed through this program will be provided to the BEDC and BEDC Board each year.

### **XIV. DEFAULT**

In the event the Recipient is in default on any of the terms and conditions of the RLF agreement, all sums due and owing, including penalties, shall, at the BEDC's option, become due and payable. To exercise this option, the BEDC Attorney shall prepare a written notice to the Recipient. The notice shall specify the following:

1. The default.
2. The action required to cure the default.
3. A date, not less than thirty (30) days from the date of the notice, by which the default must be cured to avoid foreclosure or other corrective action.
4. Any penalties incurred as a result of the default.

### **XV. USE OF LOAN REPAYMENTS AND REPORTING**

Repaid loans shall be redeposited in the RLF account and used in a manner consistent with these policies and procedures. A separate accounting record for each loan shall be kept to account for all funds loaned.

### **XVI. PERFORMANCE ASSESSMENT PROCESS**

The BEDC staff shall annually review the goals and objectives of the RLF to verify it is meeting its objectives. If staff determines the program requires modification, staff will prepare and present any modifications to the Committee for review, with final approval by the BEDC Board.

## Bastrop Economic Development Corporation Revolving Loan Fund (RLF) Process

### Business Interested in RLF

BEDC staff provide RLF information, process, and application

Business completes application

Business begins to gather materials necessary for application requirements



### Application Submission

Business submits application and required documentation to BEDC

BEDC staff review application and documents for completeness

If incomplete, business is notified of components for correction

If complete, BEDC staff will submit application to the BEDC RLF Committee and schedule a Committee meeting



### Committee Convenes

Committee is provided with all application materials for review (at least 72 hours prior to meeting)

Committee meets to discuss application in which business is advised to make a presentation

If approved, Committee sends recommendation to the BEDC Board for approval

If not approved, Committee may decide to provide recommendations for the business for another application submission



### Application Approval

Application is submitted to BEDC Board for approval

If application is approved, the business is notified of any additional contingencies required by the Board

Loan is awarded to business

*BEDC RLF Committee meets on an as-needed basis. The Committee must have sufficient time for review and presentation of the RLF application before materials are distributed to members, a minimum of 72 hours prior to meeting.*



**Bastrop Economic Development  
Corporation  
Revolving Loan Fund Application Form**

### Applicant Information

Name of Applicant(s): \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip Code: \_\_\_\_\_

Phone Numbers: \_\_\_\_\_

Email Address: \_\_\_\_\_

### Information about Your Business

Name of Business: \_\_\_\_\_

Address of Business: \_\_\_\_\_ City, State, Zip Code: \_\_\_\_\_

Phone Numbers: \_\_\_\_\_

Type of Business: \_\_\_\_\_ Employer ID Number: \_\_\_\_\_

Number of Employees: Full-Time: \_\_\_\_\_ Part-Time: \_\_\_\_\_

Business Banking Institution: \_\_\_\_\_

Products or Services Your Business Provides: \_\_\_\_\_

### Information about the Project

Brief Description of the Project:

Anticipated Start Date for the Project: \_\_\_\_\_

Amount of Loan Funds Requested: \_\_\_\_\_ Requested Loan Term: \_\_\_\_\_

### Sources and Uses of Loan Proceeds

| USES                            |       | SOURCES                |       |
|---------------------------------|-------|------------------------|-------|
| Land Acquisition:               | _____ | BEDC RLF:              | _____ |
| New Building Construction:      | _____ | Financial Institution: | _____ |
| Site Preparation or Demolition: | _____ | Owner's equity:        | _____ |
| Rehabilitation or Renovation:   | _____ | Other:                 | _____ |
| New Machinery and Equipment:    | _____ | Other:                 | _____ |
| Inventory and Working Capital:  | _____ | Other:                 | _____ |
| Other: _____                    | _____ | Other:                 | _____ |

### Additional Requirements

Each complete application to be submitted shall include the following items:

1. A cover letter describing the project, explaining the need for Economic Development Loan Funds, and describing the public benefits of the project.
2. A business plan outlining the management, marketing, competition, business history, and future potential.
3. Resumes of the principal borrowers.
4. Financial statements for the preceding three years, including balance sheets, income statements, and the most recent interim statements.
5. A current personal financial statement of any owner with 20% or greater ownership in the business.
6. A project budget showing a breakdown of the total sources and uses of funds for the project.

### Private Financing Information

If private financing is being requested for this project, complete the following information.

Financial Institution: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Loan Amount: \_\_\_\_\_

I hereby authorize the above referenced financial institution to release my financial records to the Bastrop Economic Development Corporation and/or their representatives.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

### Applicant Certification

I authorize the Bastrop Economic Development Corporation to make inquiries as necessary to verify the accuracy of the information provided and to determine my credit worthiness. I certify the statements contained on this application and the supporting documentation are true and accurate as of the stated dates.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

## **AGENDA MEMORANDUM**

Meeting Date: February 27, 2023

Agenda Item: Update, discussion and possible action on the BEDC acquiring space for education and workforce training opportunities.

Submitted by: Bret Gardella, BEDC Executive Director

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EDC Staff has been diligently reviewing and visiting properties that are for sale and lease within the Bastrop City limits. Unfortunately, very few buildings are available, and those that are require vast renovations.

Staff is trying to zero in on property to buy so a building that meets the needs for office, training and most importantly incubation can be built.

For the purposes of creating training and educational space, staff may recommend a short-term solution that will allow us to move workforce training forward without the struggle of finding a location.

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**Recommendation** – Receive staff update and discuss options.

**[Recommended motion]** – None at this time.



## AGENDA MEMORANDUM

Meeting Date: February 27, 2023

Agenda Item: Presentation, discussion and possible action regarding approval of Resolution R-2023-0004 approving a Support Services Agreement with the City of Bastrop.

Submitted by: Bret Gardella, BEDC Executive Director

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### History:

Prior to 2016, the BEDC paid the City of Bastrop for administration services (IT, HR, finance department, etc.) in an amount stipulated by the City. During budget discussions for FY2017, the Board agreed to fund the requested \$50,000 for the upcoming fiscal year, but for the upcoming FY asked that the City invoice the BEDC for services rendered on a monthly basis in order to determine a funding amount that more accurately reflected actual work being done by the City on behalf of the BEDC. The following fiscal year (FY2018) the amount was renegotiated to be \$18,000/year for administrative services and \$7,500 for shared services. At this time, the BEDC approved an agreement via Resolution R-2017-0016. This same amount has been budgeted each year since, up to the current budget year.

On February 28, 2022, then City Manager Paul Hofmann presented the BEDC Board with a new Support Services Agreement, which included: \$50,000 for Main Street support; \$25,000 for city support services; 5% fee for management of Capital Improvement Projects, per project; 10% of the total cost of the City's annual audit; and reimbursement for actual costs of shared services.

BEDC legal counsel Charles Zech stated that the support for Main Street would require a separate agreement. He then redlined the draft agreement and sent it back to the Board on March 1, 2021. Since then, Mr. Zech has been working with the City of Bastrop's legal counsel, Alan Bojorquez, to edit the agreement in a way that would be agreeable to both parties. The latest version of the agreement was received from Mr. Zech on February 15, 2023, with the caveat that he is still awaiting a response to at least one additional comment and sent it back to Mr. Bojorquez, but at the time of this packet, an updated agreement had not yet been received.

### Attachments:

Draft Resolution R-2023-0004

Draft Support Services Agreement

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**Recommendation** – Discuss the proposed agreement with legal counsel's input.

[RECOMMENDED MOTION] – I move to approve Resolution R-2023-0004.



**RESOLUTION NO. R-2023-0004****A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION APPROVING AN AGREEMENT FOR THE PROVISION OF SUPPORT SERVICES BETWEEN THE CITY OF BASTROP AND THE BASTROP ECONOMIC DEVELOPMENT CORPORATION; AUTHORIZING ALL NECESSARY ACTIONS, INCLUDING EXECUTION OF NECESSARY DOCUMENTATION; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, in order to fulfill its public purpose in advancing qualifying projects under Texas Local Government Code, Chapters 501 and 505 *et seq.*, as amended, the BEDC requires certain administrative services and support, including without limitation, financial, bookkeeping, records management, information technology, and employee benefit services and support; and

**WHEREAS**, administrative expenses are included within the term “cost” with respect to qualifying projects and are therefore authorized expenditures, as provided by Texas Local Government Code § 501.152; and

**WHEREAS**, after careful evaluation and consideration by the Board, it has determined that these services and support can be provided most beneficially, efficiently and economically by the City of Bastrop, BEDC’s authorizing unit, under a services agreement by and between the parties as attached hereto as Exhibit “A” (the “Agreement”); and

**WHEREAS**, in accordance with the terms of the Agreement, the BEDC will compensate the City of Bastrop \$25,000 per year during the term of the Agreement to compensate the City for the cost of providing said services and support.

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

**SECTION 1.** That the Board hereby finds that all of the recitals above are true and correct and are incorporated herein as if restated in full.

**SECTION 2.** The BEDC hereby finds that the provision of certain administrative services is necessary for the BEDC’s proper advancement of qualifying projects under Texas Local Government Code, Chapters 501 and 505 *et seq.*, as amended, and hereby approves the terms of the Agreement by and between the BEDC and the City of Bastrop for the provision of services and support as set forth and attached hereto as Exhibit “A”.

**SECTION 3.** The Board authorizes the Executive Director to take all necessary actions including the execution of the Agreement and related documentation, if any.

**RESOLUTION NO. R-2023-0004**

**SECTION 4.** This Resolution is effective upon passage.

**PASSED AND APPROVED** on the \_\_\_\_ day of \_\_\_\_\_ 2023, by the Board of Directors of the Bastrop Economic Development Corporation.

BASTROP ECONOMIC  
DEVELOPMENT CORPORATION

\_\_\_\_\_  
Ron Spencer, Board Chair

ATTEST:

\_\_\_\_\_  
Richard Smarzik, Board Secretary

APPROVED AS TO FORM:

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



**RESOLUTION NO. R-2023-0004**

**Exhibit "A"**

SUPPORT SERVICES AGREEMENT BETWEEN THE CITY OF BASTROP AND THE  
BASTROP ECONOMIC DEVELOPMENT CORPORATION

DRAFT

**SUPPORT SERVICES AGREEMENT BETWEEN  
THE CITY OF BASTROP, TEXAS, & THE  
BASTROP ECONOMIC DEVELOPMENT CORPORATION**

This Agreement is made between the City of Bastrop, Texas, (City), a home-rule municipality and the Bastrop Economic Development Corporation (Corporation), a non-profit Texas corporation created under the authority of section 4B of the Development Corporation Act of 1979, as amended and in compliance with Texas Local Government Code Section 501.007. In consideration of the mutual promises contained herein, the parties agree as follows:

- 1. Support Personnel & Services.** The City shall provide the following personnel and services necessary to support the operations of the Corporation on a cost-of-service basis for the following:
  - a. Information Technology**
    - (1) software licenses, computer, and other peripheral support.
    - (2) internet and telephone communications.
    - (3) technology supplies including hardware and software acquisition, software licenses, internet access, technology maintenance.
  - b. Human Resources**
    - (1) The City will coordinate with the Corporation and provide identified human resource assistance and technology assistance services. The scope of the human resource service will include common and typical human resource services of staffing support, job posting, applicant screening and processing.
    - (2) Corporation personnel shall be extended all the same payroll and insurance benefits available to City of Bastrop employees.
  - c. Finance**
    - (1) The City will maintain the financial information, accounts, and records of the Corporation, invest the Corporation's funds according to the City's adopted investment policy, assist in the preparation of the Corporation's proposed annual budget, provide payroll services, and provide similar routine financial services to the Corporation.
    - (2) The City will provide for the annual audit of the Corporation's accounts and its financial condition by contracting with the same auditing firm that audits the City's accounts.
- 2. Facilities.** The City will provide meeting rooms, telephone, technology, and communications equipment associated with the meeting rooms, for the use of the Corporation in its day-to-day activities. The Corporation shall be given priority scheduling for its regular Board meetings and additional meeting space shall be provided as requested by the Corporation consistent with the City's available resources and the City's schedule for use.

- 3. Administration of Capital Improvement Projects.** Capital Improvement Projects are projects authorized to be funded pursuant to Texas Local Government Code Chapter 501.103(1), those being streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements, that upon completion and inspection will be dedicated to the City for public use and maintenance. For purposes of this Agreement, Capital Improvement Projects fall under two categories:

  - a. Developer-Initiated:** Capital Improvement Projects that are part of a developer-initiated project where the developer is not responsible for constructing the Capital Improvements. The City shall be responsible for the procurement and construction of such Capital Improvement Project. The Corporation shall pay the City a management fee for managing the project in the amount of five percent (5%) of the total project cost. This fee will be billed to the Corporation quarterly and a true-up will be performed at the end of the project. The City shall, on a time frame reasonable for the project, keep the Corporation informed of the progress of the project. Excess costs may be paid by the Corporation assuming available funding.
  - b. City-Initiated:** Capital Improvement Projects that are initiated by the City for funding by the Corporation. The City and the Corporation shall negotiate and execute a Capital Improvement Project management agreement for each project, which shall set out the roles of the parties and Corporation consent related to managing costs, providing notifications of change orders, price increases, and other related issues. No management fee shall be charged to the Corporation by the City for the City managing these projects.
- 4. Miscellaneous Services.** The Corporation may request, and the City may choose to provide, any other support services of a type that are generally provided by the City in its day-to-day operations.
- 5. Support Services Expenditures.** The following amounts shall be paid by the Corporation to the City for services provided under this Agreement:

  - a. Costs of Materials & Supplies.** Upon being presented receipts for expenditures by the City, the Corporation shall reimburse the City's actual costs of providing supplies and materials requested to be provided to the Corporation under this Agreement.
  - b. City Support Service & Facilities Fees.** For facilities, human resource services, technology assistance services, and financial services, the Corporation will pay the City twenty-five thousand dollars (\$25,000.00) per year, to be transferred in equal monthly installments. Corporation will pay the City within thirty (30) days of receipt each invoice.
  - c. Benefits.** The Corporation will reimburse the City the actual cost of, or a set allocation of shared costs for, employment benefits received by Corporation employees, which shall be posted directly to the Corporation's accounts as processed and paid by the City.

- d. **Audit Services.** The Corporation will reimburse the City ten percent (10%) of the actual cost of the City's Audit, to be invoiced as incurred by the City.
- e. **Miscellaneous Services.** If services are requested by the Corporation from the City that are outside the scope of those listed in this Agreement, the Corporation will be responsible to pay the City for those actual costs for services provided by the City within thirty (30) days of receipt of the invoice.
6. **General Administrative Authority.** In providing services to the Corporation under this Agreement, including the purchase of supplies or equipment, the acquisition of services, the payment of contracts, bills, and debts of the Corporation, the City Manager and employees of the City responsible for providing those services have the same authority to take the administrative action necessary on behalf of the Corporation to provide the services under this Agreement as they have in providing comparable services to the City, as of the date of this Agreement, except as provided otherwise in this Agreement, state law, the Corporation's certificate of formation or bylaws.
7. **Term & Termination.** This Agreement is effective from the date approved by both parties and continues in effect for consecutive one-year terms until terminated by either party giving the other thirty (30) days prior written notice of termination.
8. **Prior Agreement.** This Agreement supersedes and replaces any prior agreements between the parties.
9. **Law & Venue.** This Agreement shall be subject to all federal laws and the laws of the state of Texas as applicable to the parties and for the purposes expressed herein. Venue shall lie in Bastrop County, Texas.
10. **Governmental Immunity.** Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity nor to create any legal rights or claim on behalf of any third party.
11. **Amendments & Modifications.** This Agreement may not be amended or modified except in writing and executed by the parties.
12. **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the invalid or unenforceable provision or provisions, and the rights and obligations of the parties hereto shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, be deemed to be valid and enforceable.
13. **Gender, Number & Headings.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be

held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

**14. Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart. The parties have executed and attested this Agreement by their officers as duly authorized on the date first written above.

**15. Assignment.** This Agreement may not be assigned without the prior written consent of the other party.

**16. Entire Agreement.** This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement and, except as otherwise provided herein, cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

**CITY OF BASTROP:**

**BASTROP ECONOMIC DEVELOPMENT CORPORATION:**

\_\_\_\_\_  
Sylvia Carrillo, City Manager  
\_\_\_\_\_, 2023

\_\_\_\_\_  
Bret Gardella, BEDC CEO  
\_\_\_\_\_, 2023

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Ann Franklin, City Secretary

\_\_\_\_\_  
Richard Smarzik, Board Secretary

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Alan Bojorquez, City Attorney

\_\_\_\_\_  
Charles E. Zech, BEDC Counsel



## Agenda Item: 3.9

# AGENDA MEMORANDUM

Meeting Date: February 27, 2023

Agenda Item: Presentation, discussion and possible action regarding approval of Resolution R-2023-0005, entering into a shared agreement with the City of Bastrop for an engineering study of Lovers Lane Bus Barn, proposed South Street Extension, and the Business Park to the east of Union Pacific Railroad (studied as a small area traffic and circulation study).

Submitted by: Bret Gardella, BEDC Executive Director

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BEDC staff would like to participate in an engineering study that the City of Bastrop is conducting with Kimley-Horn & Associates, known as the “School Site Circulation Studies” project.

The BEDC’s portion would be to study the Lovers Lane area, including the proposed South Street Extension project, to determine the most efficient and cost-effective means of building an east/west ingress and egress to assist in the movement of traffic off Lovers Lane. Per Assistant City Manager Trey Job, this portion makes up approximately one sixth of the overall engineering study and is estimated at \$7,620.

BEDC is requesting Board approval of a not to exceed amount of \$10,000 for our portion.

Attachments:

Draft Resolution R-2023-0005

Draft Agreement between the BEDC and City (if available)

Exhibit A to the Agreement(Contract with Kimley-Horn and Associates)

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**Recommendation** – Approve the resolution as submitted.

**[Recommended motion]** – I make the motion to approve Resolution R-2023-0005.



**RESOLUTION NO. R-2023-0005****A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION APPROVING THE TERMS OF AN AGREEMENT WITH THE CITY OF BASTROP, TEXAS, TO FUND A PORTION OF AN ENGINEERING STUDY IN AN AMOUNT NOT TO EXCEED \$10,000.00.**

**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 Bastrop City Council understands providing an enhanced quality of the services from City infrastructure should be cost effective; and

**WHEREAS**, the City of Bastrop (“City”) has requested funding from the BEDC for one sixth of the cost of a study known as “School Site Circulation Studies”; and

**WHEREAS**, the BEDC’s portion of the study would be specific to the Lovers Lane Bus Barn, the proposed South Street Extension, and the Business Park to the east of Union Pacific Railroad, to aid in the determination of the most efficient and cost-effective means of building an east/west ingress and egress to assist in the movement of traffic off Lovers Lane; and

**WHEREAS**, Texas Local Government Code Section 501.103 authorizes expenditures that are found by a board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises related to street and road improvements; and

**WHEREAS**, the City has engaged Kimley-Horn & Associates as a subject matter expert in the area of infrastructure improvements; and

**WHEREAS**, the BEDC hereby finds and determines that requested funding will promote new and expanded business enterprises within the City limits of the City; and

**WHEREAS**, the BEDC and the City are authorized under the laws of the State of Texas to enter into this Agreement; and

**WHEREAS**, the Board has reviewed the Agreement by and between the City and BEDC, and determined that it fully complies with the statutory requirements that govern the BEDC and is in the best interest of the BEDC to enter into such Agreement.

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

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

**SECTION 2.** The BEDC approves the terms of the Agreement between BEDC and the City of Bastrop attached hereto as Exhibit “A.”

**RESOLUTION NO. R-2023-0005**

**SECTION 3.** The Board authorizes the Executive Director to take all necessary actions including the execution of all necessary and related documentation to finalize the Agreement.

**SECTION 4.** This Resolution is effective upon passage.

**DULY RESOLVED AND ADOPTED** by the Board of Directors of the Bastrop Economic Development Corporation, this \_\_\_\_ day of \_\_\_\_\_ 2023.

BASTROP ECONOMIC  
DEVELOPMENT CORPORATION

\_\_\_\_\_  
Ron Spencer, Board Chair

ATTEST:

\_\_\_\_\_  
Richard Smarzik, Board Secretary

APPROVED AS TO FORM:

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



**RESOLUTION NO. R-2023-0005**

**Exhibit "A"**

**AGREEMENT BETWEEN THE CITY OF BASTROP AND  
THE BASTROP ECONOMIC DEVELOPMENT CORPORATION  
FOR THE BEDC TO FUND A PORTION OF AN ENGINEERING STUDY**

DRAFT

Draft Agreement  
Between the City of Bastrop and  
Bastrop Economic Development Corporation

Not available at time of board packet posting

**CITY OF BASTROP**  
**STANDARD CONTRACT FOR GENERAL SERVICES**

Less \$50K  
(8-16-2021)

This General Services Contract (“Contract”) is entered by and between the **City of Bastrop**, a Texas Home-Rule Municipal Corporation (the “City”), and **Kimley-Horn and Associates, Inc.** (the “Engineer/Contractor”), and together with the City jointly referred to as the “Parties,” for the following work described on the Scope of Services, Exhibit A-2, attached and incorporated herein to this Contract (the “Work” or “Project” or “School Site Circulation Studies”).

**I. General Information and Terms.**

Engineer’s/Contractor’s Name and Address: 10814 Jollyville Rd, Bldg 4, Ste 200  
Austin, TX 78759  
Attn: Robert J. Gutekunst, P.E. AICP

General Description of Services: Evaluation of traffic circulation and queuing on 6 existing Bastrop ISD sites in or near the City of Bastrop. Proposed circulation and traffic management plans are to be developed for each site in coordination with Bastrop ISD as well as a new policy regarding study and traffic management requirements for new proposed Bastrop ISD school or bus facilities

Maximum Contract Amount: \$45,725.00

Effective Date: On the latest of the dates signed by both parties.

Termination Date: See II.D.

Contract Parts: This Contract consists of the following parts:

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

**II. Standard Contractual Provisions.**

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

herein to this Contract under the terms and conditions of this Contract.

B. Billing and Payment. The Contractor will bill the City for the Services provided at intervals of at least 30 days of receipt of Contractor's invoices, except for the final billing. The City will pay the Contractor within 30 days of receipt of Contractor's invoices for the Services provided for in this Contract with current revenues available to the City, but all of the City's payments to the Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the provisions of Chapter 2251 of the Government Code. The City shall have the right to withhold payment, or any part thereof, of any of invoice presented by Contractor until resolution providing reasonable verification of the correctness thereof is reached. The City shall notify the Contractor, in writing, of the disputed amount within thirty (30) days. The City is not liable to the Contractor for any taxes which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any bill.

C. Executed Contract. The "Notice to Proceed" will not be given nor shall any Services commence until this Contract is fully executed and all exhibits and other attachments are completely executed and attached to this Contract.

D. Termination Provisions.

(1) Unless terminated earlier as allowed by this Contract, this Contract terminates:

- (a) On the termination date, if any, specified in the General Information in Part I, but the obligation of a party to complete a contract requirement pending on the date of termination survives termination; or
- (b) If there is no termination date specified in the General Information in Part I, the Contract terminates when both parties have completed all their respective obligations under the Contract.

(2) The City Manager may terminate this Contract during its term at any time for any reason by giving written notice to the Contractor not less than five (5) business days prior to the termination date, but the City will pay the Contractor for all Services rendered in compliance with this Contract up to the date of termination. The City may terminate the Contract anytime if the City does not have available funds pursuant to Texas Government Code Chapter 2251.

(3) If the City Council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the Contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution).

E. Delays. Contractor shall have no damages for delay or hindrance. In the event of delay or

hindrance not the fault of Contractor, an extension of time shall be the Contractor's sole remedy.

F. Independent Contractor. It is understood and agreed by the Parties that the Contractor is an independent contractor retained for the Services described in the Scope of Services, Exhibit A-2, attached and incorporated herein. The City will not control the manner or the means of the Contractor's performance but shall be entitled to work product as detailed in the Exhibit A-2. The City will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. This Contract does not create a joint venture. Services performed by the Contractor under this Contract are solely for the benefit of the City. Nothing contained in this Contract creates any duties on the part of the Contractor toward any person not a party to this Contract. No person or entity not a signatory to this Contract shall be entitled to rely on the Contractor's performance of its Services hereunder, and no right to assert a claim against the Contractor by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Contract or the performance of the Contractor's Services hereunder.

G. Subcontractor. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

H. Assignment. The Contractor may not assign this Contract without the City's prior written consent.

I. Law Governing and Venue. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Bastrop County, Texas.

J. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

K. Dispute Resolution Procedures. If either party disputes any matter relating to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.

L. Attorney's Fees. Should either party to this Contract bring suit against the other party for any matter relating to this Contract, the prevailing Party shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

M. INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE

LAW, THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM AND AGAINST CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY, INCLUDING REIMBURSEMENT OF REASONABLE ATTORNEY'S FEES AND COST IN PROPORTION OF CONTRACTOR'S LIABILITY, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY TO THE EXTENT CAUSED BY THE NEGLIGENT ACT, ERROR, OR WILLFUL MISCONDUCT OF THE CONTRACTOR, ITS AGENTS, REPRESENTATIVES, EMPLOYEES, OR ANYONE WHOM THE CONTRACTOR IS LEGALLY LIABLE FOR UNDER THIS CONTRACT.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, UNDER NO CIRCUMSTANCES WHETHER UNDER BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, ENHANCED, TREBLE (OR STATUTORY EQUIVALENT), OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY OR LOSS OF PROSPECTIVE REVENUE, ARISING OUT OF THIS AGREEMENT OR ANY WORK OR SERVICES PERFORMED OR TO BE PERFORMED HEREUNDER.

N. RELEASE. THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR THE WORK TO BE PERFORMED HEREUNDER AND HEREBY RELEASES, RELINQUISHES, AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANY PERSON, AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS CAUSED BY, OR ALLEGED TO BE CAUSED BY, THE NEGLIGENCE, RECKLESSNESS, OR WILLFUL MISCONDUCT OF CONTRACTOR, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, OR SUBCONTRACTORS..

O. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

P. Conflicting Provisions. If there is a conflict between a provision in the Contractor's Additional Contract Documents and a provision in the remainder of this Contract, the latter controls.

Q. Documents and Data, Licensing of Intellectual Property, and Copyright. All Work progress and final documents and data produced by Contractor during the term of the Contract shall be and remain the property of the City. For purposes of this Contract, the term "Documents and Data" include any original work (the Work), reports, analyses, plans, drawings, designs, renderings, specifications, notes, summaries, charts, schedules, spreadsheets, calculations, lists, data compilations, documents, or any other material developed and assembled by or on behalf of the City in the performance of this Contract. It also includes any medium in which the Documents

and Data are kept, including digitally, magnetically, or electronically. This Contract creates at no cost to the City, a perpetual license for the City to use any picture, video, music, brochure, writing, trademark, logo, or other work created by the Contractor for the use of the City, as a “work made for hire” as defined by federal copyright law. The City, as the author and owner of the copyright to the Work, may alter, reproduce, distribute, or make any other use of the Work as it deems appropriate.

R. Standard of Care for Architects and Engineers. Services must be performed with the professional skill and care ordinarily provided by competent licensed engineers or registered architects practicing in the same or similar locality and under the same or similar circumstances and professional license.

S. Disclosure of Interested Persons for Council-Approved Contracts. Contracts that require City Council approval, such as contracts that exceed \$50,000, are subject to the requirements of Section 2252.908, Tex Gov’t Code. Under the provisions of this statute:

(1) The City may not enter into a contract with a business entity that requires Council approval unless the business entity submits a disclosure of interested persons at the time the business entity submits a signed contract to the City;

(2) A disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission (Commission), attached and incorporated herein as Exhibit A-1, that includes:

- (a) A list of each interested party for the contract of which the contractor business entity is aware, an interested party being a person who has a controlling interest in the business entity or who actively participates in facilitating or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity; and
- (b) The signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

T. Compliance with Laws. The Contractor must comply with the federal, state, and local laws, rules and regulations applicable to the Project and its services under this Contract.

U. Prohibition on Contracts with Companies Boycotting Israel. Certain contracts for goods and services are subject to the requirements of Section 2270.002, Tex Gov’t Code (H.B. 89, as amended by H.B. 793). Specifically, contracts for good and services that:

- (1) are between the City and a company with ten (10) or more full-time employees; and

(2) have a value of \$100,000.00 or more that is to be paid wholly or partly from public funds of the City.

Under the provisions of this statute, if the above conditions apply the City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

If this is a contract to which the verification requirement applies, the City has approved a verification form which must be filled out and signed by the Contractor and submitted to the City at the time of execution of this Contract.

### **III. Additional Terms or Conditions.**

#### **Insurance**

At all times this Agreement is in effect, Contractor shall maintain insurance of the types and amounts as those required in Exhibit B-1. All of Contractor's insurance policies in any way relating to the Work, whether or not required by this Agreement and regardless of the enforceability or validity of any of the indemnities or other assumptions of liability by Contractor, shall, to the full coverage limits of all such policies without any limitations based on the minimum requirements set forth above: (a) other than the worker's compensation and professional liability insurance, name City as additional insureds on a broad form basis with such additional insured coverage including coverage for the sole or concurrent negligence of the additional insured and not being restricted to (i) "ongoing operations," (ii) coverage for vicarious liability, or (iii) circumstances in which the named insured is partially negligent; (b) provide for waiver of all rights of subrogation against City; and (c) be primary and noncontributory, for those policies in which the City is an additional insured, as to all other policies (including any deductibles or self-insured retentions) and self-insurance that may provide coverage to any member of City, and shall be fully applied and exhausted before application of any applicable indemnity obligations of City or of any applicable insurance coverage provided by City.

#### **A. Audit**

Contractor shall, and shall ensure that its affiliates, subsidiaries, contractors, subcontractors, consultants, agents, and any other person associated with Contractor including those in Contractor Group, keep full and accurate books and records with respect to all Work performed, and all payments and expenditures in connection with this Agreement. The records to be maintained and retained by Contractor Group shall include, without limitation, (a) payroll records accounting for total time distribution of Contractor's employees working full or part time on the Project, as well as canceled payroll checks or signed receipts for payroll payments in cash; (b) invoices for purchases, receiving and issuing documents, and all other unit inventory records for Contractor's



stores, stock, or capital items; (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other Third Parties' charges, including, but not limited to, Equipment rental; (d) travel and entertainment documentation, including, but not limited to, employee expense reports and Contractor facility usage reports; and (e) all field tickets or similar documentation evidencing the Work. The City shall have the right at all reasonable times, for a period of five (5) years from the completion of the Work, to audit and inspect such books and records (excluding trade secrets, formulas, confidential data, proprietary information, or processes).

**B. Reports of Incidents**

Within twenty-four (24) hours upon occurrence, Contractor shall provide in writing to the City notice and details of any accidents or occurrences resulting in injuries to persons, property, or pollution arising in any way arising out of or related to the Work whether done by Contractor or any subcontractor of Contractor or any other member of Contractor Group performing Work pursuant to this Contract. Contractor shall in writing within twenty-four (24) hours of any claim, demand, or suit that may be presented to or served upon it arising out of or as a result of Work.

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

- EXHIBIT A-1: Certificate of Interested Parties (1295 Form) – N/A
- EXHIBIT A-2 Scope of Work
- EXHIBIT A-3 House Bill 89 Verification – N/A
- EXHIBIT B-1 Requirements for General Services Contract

**V. Signatures.**

**Kimley-Horn and Associates, Inc.**

**CITY OF BASTROP**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A-1**

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

*(not applicable)*

**EXHIBIT A-2**

Scope of Services **dated February 17, 2023**

*(See Attached)*

## **Exhibit A-2**

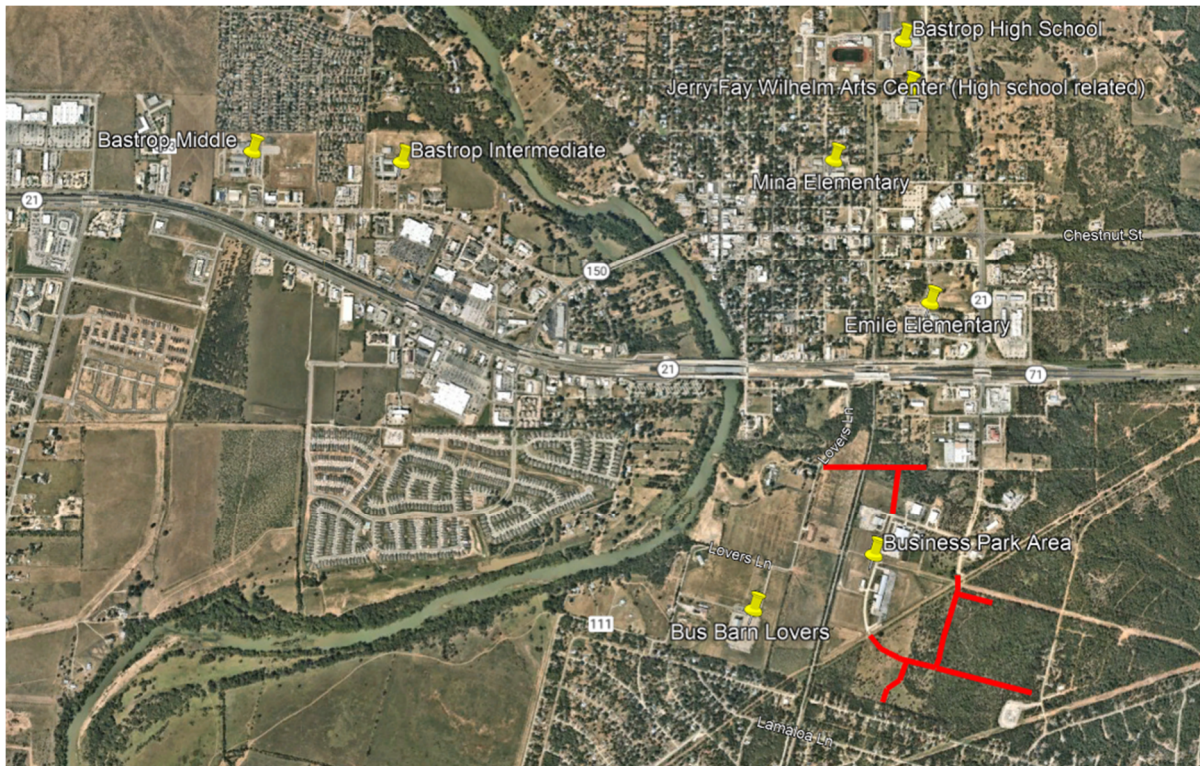
### **Scope of Work, Schedule, and Payment Terms**

#### **School Site Circulation Studies**

##### **SCOPE OF WORK OVERVIEW**

The City of Bastrop (City) is proposing to contract with Kimley-Horn (Engineer) to provide professional services to develop recommendations to improve school circulation plans at multiple Bastrop ISD locations in the City of Bastrop through evaluation of existing school pick-up and drop-off operations and/or bus operations at six locations. The project planning area is illustrated in Exhibit A on the following page. Kimley-Horn will be responsible for the queuing evaluations, operations analysis and identification of needs for the Project. The Project generally consists of completion of a diagnostic of existing conditions and recommendations for school circulation traffic management plans at the following 6 locations:

- (1) Bastrop Middle School
- (2) Bastrop Intermediate School
- (3) Bastrop High School & Jerry Fay Wilhelm Arts Center (studied together)
- (4) Mina Elementary School
- (5) Emile Elementary School
- (6) Lovers Lane Bus Barn, proposed South Street Extension, and Business Park to the east of Union Pacific Railroad (studied as a small area traffic and circulation study)



**Exhibit A – Locations for Site Circulation Analysis**

In addition, the Project consists of working with Bastrop ISD to develop a potential policy or agreement regarding requirements for school circulation and queueing plans on future sites in the City of Bastrop or its Extraterritorial Jurisdiction (ETJ). We have included in the following Scope of Service the services that are anticipated to meet the City's needs for the Project.

### **RESPONSIBILITIES OF THE CITY**

In conjunction with and in order for the completion of the professional services detailed below, the City of Bastrop agrees to complete the following tasks:

- Schedule and hold a Project Kickoff Meeting and provide contacts from Bastrop ISD to be included at project meetings, when necessary
- Attend project coordination meetings, most will be held at the City offices.
- Participate in coordination meetings with Bastrop ISD
- Provide timely reviews and comments on interim and milestone submittals in order for the Engineer to maintain agreed upon schedules.
- Provide all available information requested by Engineer during the project, including but not limited to proposed roadway extensions or upgrades in the area of study locations, existing school circulation plans, and students enrollment information

## **SERVICES TO BE PROVIDED BY THE ENGINEER**

The Engineer's services consist of the services specifically described in Tasks 1-3:

### **1. EVALUATION OF EXISTING CONDITIONS**

This task includes evaluation of existing conditions at the 6 locations described in the project understanding and identified in Exhibit A. The Engineer will:

- 1.1. Conduct a kickoff meeting with the City and Bastrop ISD in-person, assumed to occur during one of the days of field review in Task 1.3 to document characteristics of each site, including locations and schedules for pick-up and drop-off operations and allowable ingress/egress patterns
- 1.2. Obtain existing student enrollment information, school drop off and release schedules, and number of buses serving each site
- 1.3. Conduct a field review of existing conditions for the morning and afternoon peak periods at the 6 locations, documenting existing circulation patterns, bus drop off locations, observed queuing or circulation issues. It is assumed that this will require 2 separate visits on a typical weekday, Tuesday – Thursday when schools are in session with two (2) members of the Engineer
- 1.4. Prepare a scaled aerial exhibit in 11x17 format of each location including any proposed new connections and documentation of field notes and observations for further evaluation in Task 2

The Engineer will provide the following deliverables during this task:

- Base Map aerial exhibits with field observations (digital copies)

### **2. CIRCULATION PLAN RECOMMENDATIONS**

This task includes development of recommended improvements to circulation at the 6 locations described in the project understanding and identified in Exhibit A. The Engineer will:

- 2.1. Develop projected queues for each of the school dismissals using the MST A School Queue Calculator and school enrollment information provided by campus staff
- 2.2. Develop circulation plans based on the results of the field review and calculations of projected queues in Task 1
- 2.3. Identify the recommended improvements (if any) for adjacent roadways or on Bastrop ISD property for each location
- 2.4. Summarize findings and recommendations of the traffic study in a Draft Technical Memorandum.
- 2.5. Conduct a meeting with staff virtually to review the Draft Technical Memorandum findings
- 2.6. Incorporate comments to the Draft Technical Memorandum as a Final Technical Memorandum.
- 2.7. Conduct a meeting with staff and Bastrop ISD in-person with up to two (2)

members of the Engineer to discuss recommended operational improvements for site circulation at the 6 locations

The Engineer will provide the following deliverables during this task:

- Draft and Final Technical Memorandum (digital copies) summarizing findings and recommendations of the traffic analysis.
- Exhibits on one 11x17 sheet illustrating proposed traffic management plan for each location in Exhibit A (digital copies) for potential implementation

### **3. POLICY DEVELOPMENT**

This task includes development of recommended requirements for future school sites in the City of Bastrop and its ETJ regarding access and circulation to be documented in traffic management plans. The deliverables of this task may be used for further development of an agreement or policy assumed to be developed and implemented by the City. The Engineer will:

- 3.1. Evaluate existing City Code requirements for access, circulation, or queuing as part of the development process
- 3.2. Provide up to three (3) example policies or agreements from other Cities for school traffic study requirements for site circulation, queuing, and traffic management plans
- 3.3. Develop a technical memorandum documenting desired elements in a future policy or agreement to be developed by the City
- 3.4. Provide the technical memorandum and share results in a meeting with staff and Bastrop ISD, assumed to be coincident with Task 2.7

The Engineer will provide the following deliverables during this task:

- Technical Memorandum documenting elements for potential future requirements on school sites in the City and its ETJ

## **ADDITIONAL SERVICES**

Any items requested that are not outlined in the above scope would be considered additional services and would be provided as requested and authorized by the City. Compensation for additional services will be on a time and materials basis in accordance with our current hourly rates unless otherwise added to this agreement by amendment.

## **SCHEDULE**

Services under this scope will be performed as expeditiously as practicable and assumes 120 calendar days for completion from date of notice to proceed. The Engineer has no control of scheduling with outside agencies, which may extend this assumed schedule.

## **PAYMENT TERMS**

The Engineer will perform the services identified in the Scope of Services on a Reimbursable/Hourly basis not to exceed \$45,725.00.

The Engineer will provide the services on a labor fee plus expense basis based on the assumed hours and at the rates on the following page. Direct reimbursable expenses (out-of-house printing, courier services, etc.) will be billed at a rate of 1.05 times cost. Labor fee will be billed on an hourly basis. Administrative time related to the project will be billed hourly.



### FEE SUMMARY FOR PROFESSIONAL SERVICES

**Project Name:** School Site Circulation Studies  
**Prepared By:** Kimley-Horn and Associates, Inc.

| Task #<br>Subtask<br>Number | Task Name<br>Subtask Name/Description       | Assumptions                | Direct Labor (Person-Hours) |                     |        |          |                      |                                    |                    | Direct<br>Expense<br>(\$) |                           |
|-----------------------------|---|----------------------------|-----------------------------|---------------------|--------|----------|----------------------|------------------------------------|--------------------|---------------------------|---------------------------|
|                             |   |                            | Senior<br>Prof<br>II        | Senior<br>Prof<br>I | Prof   | Analyst  | Technical<br>Support | Project<br>Controller<br>(Support) | Admin<br>(Support) |                           | Labor<br>Total<br>(hours) |
|                             |   |                            | \$320.00                    | 260.00              | 200.00 | 150.00   | 125.00               | 115.00                             | \$100.00           |                           |                           |
| <b>1</b>                    | <b>EVALUATION OF EXISTING CONDITIONS</b>    |                            |                             |                     |        |          |                      |                                    |                    |                           |                           |
| 1.1                         | Kickoff Meeting                             |                            |                             | 3                   |        | 3        |                      | 4                                  |                    | 10                        |                           |
| 1.2                         | Collect Existing School site information    |                            |                             |                     |        | 4        |                      |                                    |                    | 4                         |                           |
| 1.3                         | Field Review                                | 2 days with 2 staff        |                             | 12                  |        | 12       |                      |                                    |                    | 24                        |                           |
| 1.4                         | Base Maps with Observations                 |                            |                             | 2                   |        | 12       |                      |                                    |                    | 14                        |                           |
|                             | <b>Task Total (Hours)</b>                   |                            | 0                           | 17                  | 0      | 31       | 0                    | 4                                  | 0                  | 52                        |                           |
|                             | <b>Task Total (Dollars)</b>                 |                            | \$0                         | \$4,420             | \$0    | \$4,650  | \$0                  | \$460                              | \$0                | \$9,530.00                |                           |
| <b>2</b>                    | <b>CIRCULATION PLAN RECOMMENDATIONS</b>     |                            |                             |                     |        |          |                      |                                    |                    |                           |                           |
| 2.1                         | Projected Queues                            |                            |                             | 2                   |        | 12       |                      |                                    |                    | 14                        |                           |
| 2.2                         | Circulation Plans                           |                            | 2                           | 6                   |        | 48       |                      |                                    |                    | 56                        |                           |
| 2.3                         | Recommended Improvements                    |                            | 2                           | 6                   |        | 36       |                      |                                    |                    | 44                        |                           |
| 2.4                         | Technical Memorandum Draft                  |                            | 2                           | 4                   |        | 30       |                      | 4                                  |                    | 40                        |                           |
| 2.5                         | Review Meeting                              |                            |                             | 2                   |        | 2        |                      |                                    |                    | 4                         |                           |
| 2.6                         | Final Memorandum                            |                            |                             | 2                   |        | 8        |                      |                                    |                    | 10                        |                           |
| 2.7                         | Meeting with Bastrop ISD & Staff on Results |                            |                             | 3                   |        | 3        |                      |                                    |                    | 6                         |                           |
|                             | <b>Task Total (Hours)</b>                   |                            | 6                           | 25                  | 0      | 139      | 0                    | 4                                  |                    | 174                       |                           |
|                             | <b>Task Total (Dollars)</b>                 |                            | \$1,920                     | \$6,500             | \$0    | \$20,850 | \$0                  | \$400                              |                    | \$29,670.00               |                           |
| <b>3</b>                    | <b>NEW SCHOOL SITE POLICY DEVELOPMENT</b>   |                            |                             |                     |        |          |                      |                                    |                    |                           |                           |
| 3.1                         | Evaluate Existing Code and Policies         |                            |                             | 4                   |        | 16       |                      |                                    |                    | 20                        |                           |
| 3.2                         | Example policies                            |                            | 2                           | 2                   |        |          |                      |                                    |                    | 4                         |                           |
| 3.3                         | Technical Memorandum                        |                            |                             | 2                   |        | 8        |                      |                                    |                    | 10                        |                           |
| 3.4                         | Present findings                            | (coincident with Task 2.7) |                             | 0                   |        | 0        |                      |                                    |                    | 0                         |                           |
|                             | <b>Task Total (Hours)</b>                   |                            | 2                           | 8                   | 0      | 24       | 0                    | 0                                  |                    | 34                        |                           |
|                             | <b>Task Total (Dollars)</b>                 |                            | \$640                       | \$2,080             | \$0    | \$3,600  | \$0                  | \$0                                |                    | \$6,320.00                |                           |
|                             | <b>Reimbursable Expenses</b>                |                            |                             |                     |        |          |                      |                                    |                    |                           |                           |
|                             | Mileage & Meals                             | 0.625/MILE & Meals         |                             |                     |        |          |                      |                                    |                    | \$205.00                  |                           |
|                             | <b>Task Total (Dollars)</b>                 |                            |                             |                     |        |          |                      |                                    |                    | \$205.00                  |                           |
|                             | <b>KIMLEY-HORN TOTAL (Hours)</b>            |                            | 8                           | 50                  | 0      | 194      | 0                    | 4                                  | 4                  | 52                        |                           |
|                             | <b>KIMLEY-HORN TOTAL (Dollars)</b>          |                            | \$2,560                     | \$13,000            | \$0    | \$29,100 | \$0                  | \$460                              | \$400              | \$45,520.00               |                           |
|                             | <b>REIMBURSABLE EXPENSES (KH)</b>           |                            |                             |                     |        |          |                      |                                    |                    | \$205.00                  |                           |
|                             | <b>GRAND TOTAL</b>                          |                            |                             |                     |        |          |                      |                                    |                    | \$45,725.00               |                           |

**EXHIBIT A-3**

House Bill 89 Verification

*(not applicable)*

**EXHIBIT B-1**  
**REQUIREMENTS FOR GENERAL SERVICES CONTRACT**

The Contractor shall comply with each and every condition contained herein. The Contractor shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the City, including any delay periods. If the Project is not finalized and the insurance expires, Contractor is obligated to extend the insurance coverage. Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Bastrop accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

**INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT**

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

- A. The City of Bastrop shall be named as an additional insured with respect to General Liability and Automobile Liability **on a separate endorsement**
- B. A waiver of subrogation in favor of The City of Bastrop shall be contained in the Workers Compensation and all liability policies and must be provided **on a separate endorsement.**
- C. All insurance policies shall be endorsed to the effect that The City of Bastrop will receive at least thirty (30) days' written notice prior to cancellation or non-renewal of the insurance.
- D. All insurance policies, which name The City of Bastrop as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
- E. **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
- F. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Bastrop of any material change in the insurance coverage.
- G. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
- H. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- I. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Bastrop.
- J. Insurance must be purchased from insurers having a minimum AmBest rating of B+.
- K. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2016/03) Coverage must be written on an occurrence form.
- L. Contractual Liability endorsement under the Commercial Liability Insurance policy must be maintained covering the Contractors obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
- M. Upon request, Contractor shall furnish The City of Bastrop with certified copies of all insurance policies.
- N. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Bastrop within ten (10) business days after contract award and prior to starting any work by the successful contractor's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Bastrop, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Bastrop. The certificate of insurance and endorsements shall be sent to:

**City of Bastrop**  
**Engineering and Capital Project Management Department**  
**P. O. Box 427**  
**1311 Chestnut Street**  
**Bastrop, TX 78602**

## INSURANCE REQUIREMENTS

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

### Coverages Required & Limits (Figures Denote Minimums)

|   |   |  |  |
|---|---|--|--|
| <input checked="" type="checkbox"/> Workers' Compensation | Statutory limits, State of TX.  |  |  |
| <input checked="" type="checkbox"/> Employers' Liability  | \$500,000 per employee per disease / \$500,000 per employee per accident / \$500,000 by disease aggregate |  |  |
| <input type="checkbox"/> Commercial General Liability:    |   |  |  |
|   | <input type="checkbox"/> <b>Very High/High Risk</b>   | <input checked="" type="checkbox"/> <b>Medium Risk</b> | <input type="checkbox"/> <b>Low Risk</b> |
| Each Occurrence   | \$1,000,000   | \$500,000  | \$300,000                                |
| Fire Damage   | \$300,000   | \$100,000  | \$100,000                                |
| Personal & ADV Injury                                     | \$1,000,000   | \$1,000,000  | \$600,000                                |
| General Aggregate   | \$2,000,000   | \$1,000,000  | \$600,000                                |
| Products/Compl Op   | \$2,000,000   | \$500,000  | \$300,000                                |
| XCU   | \$2,000,000   | \$500,000  | \$300,000                                |

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

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

Garage Liability for BI & PD

\$1,000,000 each accident for Auto, \$1,000,000 each accident Non-Auto

\$2,000,000 General Aggregate

Garage Keepers Coverage (for Auto Body & Repair Shops)

\$500,000 any one unit/any loss and \$200,000 for contents

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

Contract value less than \$1,000,000: **not required**

Contract value between \$1,000,000 and \$5,000,000: **\$4,000,000 is required**

Contract value between \$5,000,000 and \$10,000,000: **\$9,000,000 is required**

Contract value between \$10,000,000 and \$15,000,000: **\$15,000,000 is required**

Contract value above \$15,000,000: **\$20,000,000 is required**

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

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

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

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

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

\$1,000,000 each occurrence

\$2,000,000 aggregate

Other Insurance Required: \_\_\_\_\_

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



## Agenda Item: 3.10

# AGENDA MEMORANDUM

Meeting Date: February 27, 2023

Agenda Item: Presentation, discussion and possible action regarding approval of Resolution R-2023-0006 approving the expenditure of \$1,000,000 (One Million Dollars) for the extension of Blakely Lane.

Submitted by: Bret Gardella, BEDC Executive Director

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In order to move forward with utility and infrastructure needs, the City is requesting the Board authorize the expenditure of the budgeted amount to move Blakely Lane extension into an active project status.

Attachments:

Draft Resolution R-2023-0006

Draft Agreement between BEDC and City of Bastrop (if available)

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**Recommendation** – Consider the request.

**[Recommended motion]** – I make the motion to approve Resolution R-2023-0006.



**RESOLUTION NO. R-2023-0006****A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION APPROVING THE FUNDING OF THE EXTENSION OF THE PUBLIC ROAD KNOWN AS BLAKELY LANE AS AN INFRASTRUCTURE IMPROVEMENT PROJECT; AUTHORIZING ALL NECESSARY ACTIONS, INCLUDING EXECUTION OF NECESSARY DOCUMENTATION; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the BEDC Board of Directors (“Board”) approved including funding for the Blakely Lane extension in the amount of \$1,000,000 for Fiscal Year 2022/2023; and

**WHEREAS**, the Board finds that the extension of the public road known as Blakely Lane, and the associated necessary improvements, are “infrastructure” improvements as described in Texas Local Government Code Section 501.103; and

**WHEREAS**, the Board finds the aforementioned infrastructure necessary to promote or develop new or expanded business enterprises; and

**WHEREAS**, the Board finds the aforementioned infrastructure to be a “project” and the expenditure of BEDC funds in furtherance of the project to be authorized under Texas Local Government Code Section 501.103.

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

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

**SECTION 2.** The extension of the public road known as Blakely Lane and the associated necessary improvements are approved as a project that shall provide infrastructure that shall promote or develop new or expanded business enterprises in the area.

**SECTION 3.** The Board authorizes the expenditure of an amount not to exceed \$1,000,000.00 in furtherance of the project identified in Section 2.

**SECTION 4.** The Board authorizes the BEDC Executive Director to take all necessary actions, including the execution all documents reasonably necessary to facilitate the purpose of this Resolution.

**SECTION 5.** This Resolution is effective upon passage.

**RESOLUTION NO. R-2023-0006**

**DULY RESOLVED AND ADOPTED** by the Board of Directors of the Bastrop Economic Development Corporation, this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

BASTROP ECONOMIC  
DEVELOPMENT CORPORATION

\_\_\_\_\_  
Ron Spencer, Board Chair

ATTEST:

\_\_\_\_\_  
Richard Smarzik, Board Secretary

APPROVED AS TO FORM:

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

Draft Agreement  
Between the City of Bastrop and  
Bastrop Economic Development Corporation

Not available at time of board packet posting





## Agenda Item: 3.11

# AGENDA MEMORANDUM

Meeting Date: February 27, 2023

Agenda Item: Receive updates from BEDC staff: Bastrop Economic Development Forum; Manufacturers' Task Force; Youth Career Day; update on ACC welding class; Pflugerville Workforce in PFocus event; and Second Annual REDnews Austin Industrial Summit.

Prepared by: BEDC Staff

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### Updates:

Hosted the BEDC Economic Forum and sent out a video recording for those unable to attend.

Hosted Manufacturers' Task Force meeting.

Update on Youth Career Day.

Update on ACC welding class.

Continue to meet with the developer group formed by Councilmember Crouch.

Attended meeting with County and State EDC representatives at the studio project and Boring Company.

Attended initial onboard with Placer.ai.

Attended the Chamber Banquet to congratulate the Small Business and Big Business winners we sponsored.

Met with the owner of Spiderwood Studios to discuss project recruitment.

Attended the IEDC Leadership Conference. Discussed various items with the Marketing Committee and other board members and attended numerous sessions about marketing, leadership and best practices.

Reestablished monthly meetings with the Executive Committee.

Arranged meeting with all needed participants for Lovers Lane conversation (EDC, City, County, BISD, Studio and residential developers)

Arranged meeting with Pearl River developers and City Manager.

Arranged meeting with Fueling Brains and the Boring Company.

Hosted Ben Ramirez, Manager of Central Texas Foreign Trade Zone #183, to gain edification into the Central Texas FTZ.

Touring properties for new headquarters space with the ability to create space for incubation and education.



Attended Chamber Board meetings.

Attended Second Annual REDnews Industrial Summit.

Attended Workforce in PFocus event in Pflugerville.

Attended the CAEDD quarterly meeting.

Attended the January and February OA (Opportunity Austin) Regional Partners meetings.

Participated in the TEDC Housing Webinar.

Completed interviews for new position.

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**Recommendation** – None.

**[RECOMMENDED MOTIONS]** – None required; item for informational purposes only.

