

**NOTICE OF MEETING OF BOARD OF DIRECTORS OF
BASTROP ECONOMIC DEVELOPMENT CORPORATION (BEDC)
Monday, May 15, 2023 – 5:00 P.M.
Bastrop City Hall, 1311 Chestnut Street, Bastrop, Texas**

1. CALL TO ORDER

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.

2. PUBLIC COMMENT(S)

3. REGULAR BUSINESS & PRESENTATIONS

- 3.1. Approval of the meeting minutes from the Regular BEDC Board Meeting and Joint City Council/BEDC Meeting of April 17, 2023, and Special BEDC Board Meeting of April 27, 2023. **(page 3)**
- 3.2. Receive financial report provided by City of Bastrop's Chief Financial Officer for the period ending April 2023 and comments. **(page 9)**
- 3.3. Funding commitment update. **(page 20)**
- 3.4. Discussion and possible action regarding Resolution R-2023-0008 approving a professional services agreement with Creative, LLC (dba Insyteful) to provide the BEDC with a target industry analysis in an amount not to exceed \$50,000.00. **(page 27)**
- 3.5. Discussion and possible action regarding the BEDC's Business and Workflow Project Manager's role in EDC business and workforce development. **(page 48)**
- 3.6. Discussion and possible action regarding an area development plan for the Bastrop Business and Industrial Park, including: **(page 65)**
 - A. A proposed area development plan for the lower segment of the Industrial Park and the surrounding area.
 - B. A change to the scope of work included in a Professional Services Agreement between the BEDC and Doucet & Associates.
 - C. The possible addition of CBD Engineering to the engineering work related to the Colorado Bend project and some Industrial Park items.

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 Electric Lion; Project Jet, and Project Jam.
- 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 Notice of Meeting was posted at Bastrop City Hall, 1311 Chestnut Street, and on the BEDC's website on this the 11th of May 2023 at 5:00 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: May 15, 2023

Agenda Item: Approval of meeting minutes from the Regular BEDC Board Meeting and Joint City Council/BEDC Meeting of April 17, 2023, and Special Meeting of April 27, 2023.

Submitted by: Angela Ryan, BEDC Operations Manager

Attached for the Board's review are the minutes from the Regular Board Meeting and Joint Meeting of April 17, 2023, as well as the minutes from the Special Board Meeting of April 27, 2023.

Attachments:

Draft April 17, 2023 Regular Board Meeting Minutes
Draft April 17, 2023 Joint Workshop Meeting Minutes
Draft April 27, 2023 Special Board Meeting Minutes

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, April 17, 2023
Bastrop City Hall, 1311 Chestnut Street, Bastrop, Texas

The Bastrop Economic Development Corporation (BEDC) met on Monday, April 17, 2023, at 5:00 p.m. for a Regular Board Meeting at Bastrop City Hall, 1311 Chestnut Street. Board members present: Ron Spencer, Charles Washington, Lyle Nelson, Connie Schroeder, and new board members Councilmember Cheryl Lee and Councilmember John Kirkland. Staff members present: Interim Executive Director Sylvia Carrillo, Angela Ryan, Jean Riemenschneider, Drew Chance, and Ashley Allnutt. BEDC attorney Dan 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. Welcome new BEDC board members Councilmember Cheryl Lee and Councilmember John Kirkland. Mr. Spencer welcomed the new members to the BEDC Board.

3.2. Consideration, discussion and possible action on election of BEDC officers for remainder of FY 2022/2023: Vice Chair and Secretary/Treasurer. Mr. Spencer nominated Mr. Washington for the position of Secretary/Treasurer and Mr. Nelson as Vice Chair. Ms. Schroeder seconded, and the motion passed.

3.3. Consideration, discussion and possible action on schedule of upcoming board meetings, including date and time of meetings. Ms. Carrillo's suggestion for the meetings that have conflicts (June 26th and September 18th) was to keep the original dates and start the meetings slightly earlier at 4:30 p.m. The board members agreed with that suggestion.

3.4. Approval of the meeting minutes from the March 27, 2023, Regular BEDC Board Meeting. Mr. Nelson made the motion to approve the meeting minutes, Ms. Schroeder seconded, and the motion passed.

3.5. Receive financial report provided by City of Bastrop's Chief Financial Officer for the period ending March 2023 and comments. CFO Waldron presented the March 2023 financial report to the Board.

3.6. Discussion and possible action regarding the amended Policies and Procedures for the BEDC. After discussion, Mr. Nelson made the motion to approve the amended Policies and Procedures with language added that reflects the City of Bastrop's policy that employees may not purchase alcohol with City funds. Mr. Kirkland seconded, and the motion passed.

4. **EXECUTIVE SESSION**

4.1. At 5:13 p.m., the BEDC Board of Directors met 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 and **Section 551.072** Deliberation Regarding Real Property
 - Project Jam/Maverick – 409 Technology Drive, Bastrop, Texas

- Project Third Arrow/Triple Arrow – 10-acre tract of R79971 in the southern portion of the Bastrop Business and Industrial Park
- Project Electric Lion and Project Jet – Property located at 408 Technology Drive, Bastrop, Texas

4.2. At 5:49 p.m., the BEDC Board of Directors reconvened into open session to discuss, consider, and take any action necessary related to the executive sessions noted herein. No action was taken.

5. **ADJOURNMENT** – Ms. Schroeder made the motion to adjourn the meeting, and Mr. Nelson seconded. The meeting was adjourned at 5:52 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, April 17, 2023
Bastrop City Hall, 1311 Chestnut Street, Bastrop, Texas**

The Bastrop Economic Development Corporation (BEDC) met on Monday, April 17, 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, Charles Washington, Lyle Nelson, Mayor Connie Schroeder, Councilmember Cheryl Lee, and Councilmember John Kirkland. Staff members present: Interim Executive Director Sylvia Carrillo, Angela Ryan, Jean Riemenschneider, Drew Chance, and Ashley Allnutt. BEDC attorney Dan Santee was also in attendance.

Bastrop City Councilmembers present: Mayor Connie Schroeder and Councilmembers Cheryl Lee, Kevin Plunkett, Jimmy Crouch, and John Kirkland. Mayor Pro Tem Rogers was absent. City of Bastrop Officers present were City Manager Sylvia Carrillo and Deputy City Secretary Victoria Psencik. City of Bastrop attorney Alan Bojorquez was also present.

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 6:02 p.m.

2. WORK SESSIONS/BRIEFINGS

- 2.1. Discussion and possible action on the existing BEDC policy in Resolution No. R-2022-26 approved by the City on February 8, 2022, related to metrics and industry gap analysis. No action was taken.
- 2.2. Discussion and possible action on a responsibility matrix, identifying roles of all parties in the City and BEDC for clarity and accountability. No action was taken.
- 2.3. Discussion and possible action regarding a joint area development plan. Councilmember Kirkland made the motion to approve the joint area development plan as presented, Councilmember Plunkett seconded, and the motion passed. On the BEDC Board, Mr. Nelson made the motion to accept the plan as presented, Mr. Washington seconded, and the motion passed.

3. PUBLIC COMMENT(S) – There were no comments.

4. ITEMS FOR INDIVIDUAL CONSIDERATION

- 4.1. Discussion and possible action regarding an Interim Executive Director Services Agreement between the City of Bastrop and the Bastrop Economic Development Corporation. Councilmember Lee made the motion to approve the Interim Executive Director Services Agreement and direct the City Attorney to draft a resolution for the next City Council meeting that would amend the current contract with the City Manager. Councilmember Kirkland seconded, and the motion passed.

5. EXECUTIVE SESSION

- 5.1. At 7:28 p.m., the City Council and the BEDC Board of Directors met in a closed/executive session pursuant to the Texas Government Code, Chapter 551.087 Deliberation Regarding Economic Development Negotiations to discuss the following:

- Project Third Arrow
- Project Western Edge (Pearl River)
- Project Jam
- Project Walk of Fame

5.2. At 8:14, the City Council and BEDC Board of Directors reconvened into open session to discuss, consider, and take any action necessary related to the executive session noted herein. No action was taken.

6. ADJOURNMENT

- 6.1. City of Bastrop – Councilmember Kirkland made the motion to adjourn and Councilmember Crouch seconded. The City Council meeting adjourned at 8:15 p.m.
- 6.2. BEDC – Mr. Kirkland made the motion to adjourn and Mr. Washington seconded. The BEDC board meeting was adjourned at 8:15 p.m.

APPROVED: _____
 Ron Spencer, Board Chair

ATTEST: _____
 Angela Ryan, Operations Manager

BASTROP ECONOMIC DEVELOPMENT CORPORATION (BEDC)
BOARD OF DIRECTORS
Minutes of Special Board Meeting, April 27, 2023
Bastrop City Hall, 1311 Chestnut Street, Bastrop, Texas

The Bastrop Economic Development Corporation (BEDC) met on Thursday, April 27, 2023, at 2:00 p.m. for a Special Board Meeting at Bastrop City Hall, 1311 Chestnut Street. Board members present: Ron Spencer, Charles Washington, Connie Schroeder, Lyle Nelson, and John Kirkland. Board member Cheryl Lee was absent. Staff members present: Angela Ryan. BEDC Attorneys Charles Zech and Kenneth LaVergne were also present.

1. **CALL TO ORDER** – Board Chair Ron Spencer called the meeting to order at 2:00 p.m.
2. **PUBLIC COMMENT(S)** – There were no public comments.
3. **EXECUTIVE SESSION**
 - 3.1. At 2:01 p.m., the Bastrop EDC Board of Directors met in a closed/executive session pursuant to the Texas Government Code, Chapter 551, to discuss the following:
 - (1) **Section 551.071** Consultation with Attorney – Jorgenson Consulting contract
 - 3.2. At 2:13 p.m., the Bastrop EDC Board of Directors reconvened into open session to discuss, consider, and take any action necessary related to the executive sessions noted herein. There was no action taken at this time.
4. **ADJOURNMENT** – Ms. Schroeder made the motion to adjourn the meeting and Mr. Nelson seconded. The special board meeting was adjourned at 2:14 p.m.

APPROVED: _____
 Ron Spencer, Board Chair

ATTEST: _____
 Angela Ryan, Operations Manager



Agenda Item: 3.2

AGENDA MEMORANDUM

Meeting Date: May 15, 2023

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

Prepared by: Tracy Waldron, City of Bastrop CFO

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

Attachment:
April 2023 Financial Report

Recommendation – None; item presented for informational purposes.

[RECOMMENDED MOTION] – No motion required.



Bastrop Economic Development Corporation

Financial Summary
For Period Ending
April 2023

bastrop
EDC

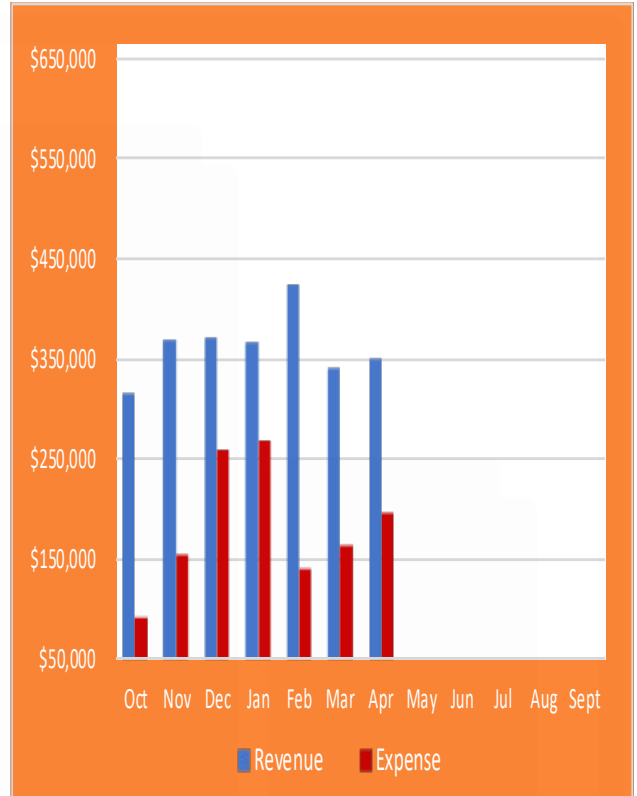




Summary of Revenues and Expenditures

As of April 30, 2023

<u>Month</u>	<u>FY2023</u> <u>Revenue</u>	<u>FY2023</u> <u>Expense</u>	<u>Monthly</u> <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	422,340	139,973	\$ 282,367
Mar	338,680	161,531	\$ 177,149
Apr	347,644	194,144	\$ 153,500
May			\$ -
Jun			\$ -
Jul			\$ -
Aug			\$ -
Sept			\$ -
Total	\$ 2,522,603	\$ 1,259,917	\$ 1,262,686



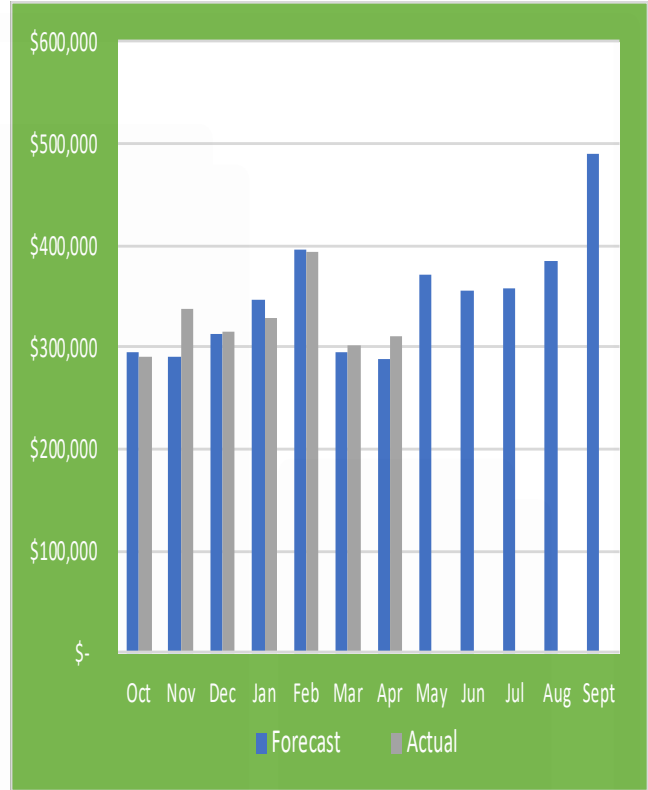
Positive



Summary of Sales Tax Revenue

As of April 30, 2023

Month	FY2023 Forecast	FY2023 Actual	Monthly Variance
Oct	\$ 294,972	\$ 290,089	\$ (4,883)
Nov	291,227	337,710	\$ 46,483
Dec	312,299	316,021	\$ 3,722
Jan	346,555	327,923	\$ (18,632)
Feb	395,371	393,693	\$ (1,678)
Mar	294,386	302,268	\$ 7,882
Apr	288,020	310,213	\$ 22,193
May	370,361		
Jun	356,361		
Jul	357,536		
Aug	385,692		
Sept	490,259		
Total	\$ 4,183,039	\$ 2,277,917	\$ 55,087
Forecast YTD	\$ 2,222,830		
Actual to Forecast	\$ 55,087	2.5%	



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 2.5%. This budget was a 5% increase over FY2022 projected.



Expenditures Budget to Actual Comparison As of April 30, 2023

OPERATING EXPENDITURES COMPARISON

<u>Category</u>	<u>FY2023 Forecast</u>	<u>FY2023 Actual</u>	<u>Monthly Variance</u>
Personnel	\$ 562,453	\$ 314,117	\$ 248,336
Supplies & Material	11,643	3,377	\$ 8,266
Maintenance & Repairs	10,858	8,656	\$ 2,202
Occupancy	37,467	32,580	\$ 4,887
Contractual Service	296,105	234,489	\$ 61,616
Marketing/Advertising	329,151	175,269	\$ 153,882
Contingency	-	-	\$ -
Debt Service	28,307	28,307	\$ -
Total	\$ 1,275,984	\$ 796,795	\$ 479,189

Forecast to Actual % 37.55%

Positive

The forecast to actual comparison is a positive 37.5% year-to-date.



Expenditures Budget to Actual Comparison As of April 30, 2023

CAPITAL OUTLAY PROJECTS

<u>Project</u>	<u>FY2023 Budget</u>	<u>FY2023 Actual</u>	<u>Budget Balance</u>
Jackson St Extension	\$ 2,000,000	\$ 463,120	\$ 1,536,880
Bus. Ind. Park-Tech/MLK Infra*	2,000,000	-	\$ 2,000,000
Total	\$ 4,000,000	\$ 463,120	\$ 3,536,880
CO, Series 2013			
Bus. Ind. Park-Tech/MLK Infra*	\$ 144,875	\$ 50,277	\$ 94,598

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



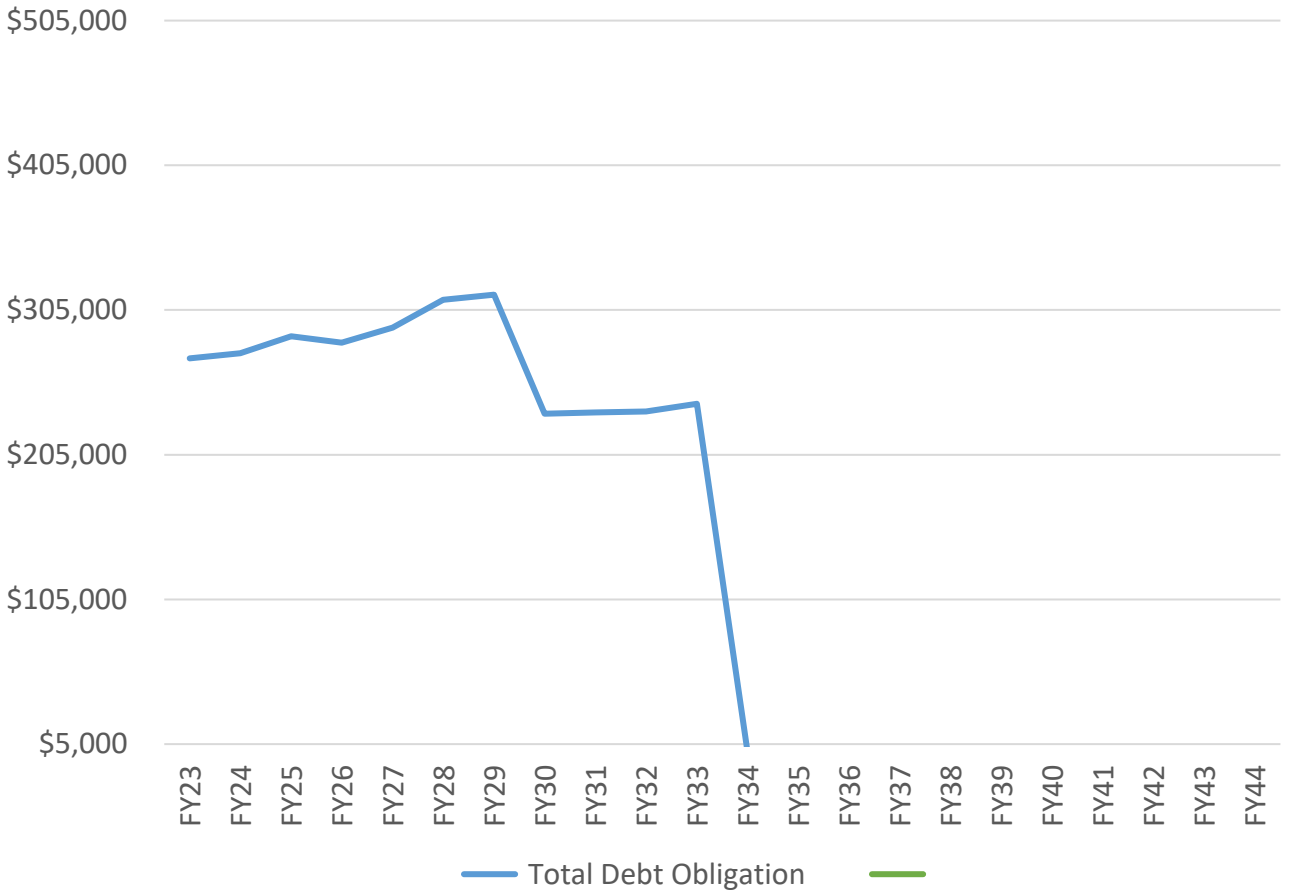
**BASTROP ECONOMIC DEVELOPMENT CORPORATION FUND
FY 2022-2023 BUDGET**

Working Capital 9-30-2022 audited	\$	9,387,864
 FY 2022-2023		
Budgeted		
Revenues	\$	<u>4,213,909</u>
Total FY 2023 Resources	\$	13,536,891
 Budgeted Expenditures:		
Operating Expenses	\$	(5,137,634)
Capital Expenses	\$	(4,000,000)
Debt Service	\$	<u>(271,614)</u>
	\$	(9,409,248)
 Projected Working Capital Balance 09-30-2023	 \$	 13,515,507
 Reserve 25% of Operating Expense	 \$	 1,284,408



Debt Obligation

As of 9/30/2022



Income Statement

For Fiscal: 2022-2023 Period Ending: 04/30/2023

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 601 - BASTROP E.D.C. FUND						
Revenue						
RevCategory: 400 - TAXES & PENALTIES						
Department: 00 - NON-DEPARTMENT						
Division: 00 - NON-DIVISION						
601-00-00-4006	SALES TAX	4,183,039.00	4,183,039.00	310,212.81	2,277,916.39	1,905,122.61
	Division: 00 - NON-DIVISION Total:	4,183,039.00	4,183,039.00	310,212.81	2,277,916.39	1,905,122.61
	Department: 00 - NON-DEPARTMENT Total:	4,183,039.00	4,183,039.00	310,212.81	2,277,916.39	1,905,122.61
	RevCategory: 400 - TAXES & PENALTIES Total:	4,183,039.00	4,183,039.00	310,212.81	2,277,916.39	1,905,122.61
RevCategory: 404 - CHARGES FOR SERVICES						
Department: 00 - NON-DEPARTMENT						
Division: 00 - NON-DIVISION						
601-00-00-4047	LEASE AGREEMENT	15,870.00	15,870.00	2,158.40	10,820.44	5,049.56
	Division: 00 - NON-DIVISION Total:	15,870.00	15,870.00	2,158.40	10,820.44	5,049.56
	Department: 00 - NON-DEPARTMENT Total:	15,870.00	15,870.00	2,158.40	10,820.44	5,049.56
	RevCategory: 404 - CHARGES FOR SERVICES Total:	15,870.00	15,870.00	2,158.40	10,820.44	5,049.56
RevCategory: 440 - INTEREST INCOME						
Department: 00 - NON-DEPARTMENT						
Division: 00 - NON-DIVISION						
601-00-00-4400	INTEREST INCOME	15,000.00	15,000.00	35,273.16	213,685.47	-198,685.47
	Division: 00 - NON-DIVISION Total:	15,000.00	15,000.00	35,273.16	213,685.47	-198,685.47
	Department: 00 - NON-DEPARTMENT Total:	15,000.00	15,000.00	35,273.16	213,685.47	-198,685.47
	RevCategory: 440 - INTEREST INCOME Total:	15,000.00	15,000.00	35,273.16	213,685.47	-198,685.47
RevCategory: 450 - MISCELLANEOUS						
Department: 00 - NON-DEPARTMENT						
Division: 00 - NON-DIVISION						
601-00-00-4514	MISCELLANEOUS INCOME	0.00	0.00	0.00	181.76	-181.76
601-00-00-4558	BEDC GRANT RECEIPTS	0.00	0.00	0.00	20,000.00	-20,000.00
	Division: 00 - NON-DIVISION Total:	0.00	0.00	0.00	20,181.76	-20,181.76
	Department: 00 - NON-DEPARTMENT Total:	0.00	0.00	0.00	20,181.76	-20,181.76
	RevCategory: 450 - MISCELLANEOUS Total:	0.00	0.00	0.00	20,181.76	-20,181.76
	Revenue Total:	4,213,909.00	4,213,909.00	347,644.37	2,522,604.06	1,691,304.94
Expense						
Department: 70 - BEDC ADMINISTRATION						
Division: 00 - NON-DIVISION						
ExpCategory: 51 - PERSONNEL COSTS						
601-70-00-5101	OPERATIONAL SALARIES	624,983.00	624,983.00	0.00	185,538.49	439,444.51
601-70-00-5114	PRE-EMPLOYMENT EXPENSE	25,000.00	25,000.00	0.00	0.00	25,000.00
601-70-00-5116	LONGEVITY	1,380.00	1,380.00	0.00	1,295.00	85.00
601-70-00-5150	SOCIAL SECURITY	47,936.00	47,936.00	0.00	14,088.44	33,847.56
601-70-00-5151	RETIREMENT	134,026.00	134,026.00	0.00	88,149.76	45,876.24
601-70-00-5155	GROUP INSURANCE	71,549.00	71,549.00	0.00	24,464.14	47,084.86
601-70-00-5156	WORKERS COMPENSATION	865.00	865.00	0.00	581.35	283.65
	ExpCategory: 51 - PERSONNEL COSTS Total:	905,739.00	905,739.00	0.00	314,117.18	591,621.82
ExpCategory: 52 - SUPPLIES & MATERIALS						
601-70-00-5201	SUPPLIES	7,200.00	7,200.00	203.39	2,186.93	5,013.07
601-70-00-5203	POSTAGE	360.00	360.00	0.00	98.60	261.40
601-70-00-5206	OFFICE EQUIPMENT	13,000.00	13,000.00	49.73	1,090.98	11,909.02
	ExpCategory: 52 - SUPPLIES & MATERIALS Total:	20,560.00	20,560.00	253.12	3,376.51	17,183.49
ExpCategory: 53 - MAINTENANCE & REPAIRS						
601-70-00-5301	MAINT OF EQUIPMENT	1,000.00	1,000.00	0.00	0.00	1,000.00
601-70-00-5331	INDUSTRIAL PARK MAINT EXP	10,000.00	10,000.00	500.00	6,515.00	3,485.00
601-70-00-5345	BUILDING REPAIRS & MAINT.	5,000.00	5,000.00	421.04	2,141.46	2,858.54
	ExpCategory: 53 - MAINTENANCE & REPAIRS Total:	16,000.00	16,000.00	921.04	8,656.46	7,343.54

Income Statement

For Fiscal: 2022-2023 Period Ending: 04/30/2023

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
ExpCategory: 54 - OCCUPANCY						
601-70-00-5401	COMMUNICATIONS	12,000.00	12,000.00	269.53	3,205.72	8,794.28
601-70-00-5402	OFFICE RENTAL	40,800.00	40,800.00	3,600.00	28,200.00	12,600.00
601-70-00-5403	UTILITIES	5,600.00	5,600.00	217.17	1,174.11	4,425.89
ExpCategory: 54 - OCCUPANCY Total:		58,400.00	58,400.00	4,086.70	32,579.83	25,820.17
ExpCategory: 55 - CONTRACTUAL SERVICES						
601-70-00-5505	PROFESSIONAL SERVICES	65,000.00	65,000.00	20,200.00	20,200.00	44,800.00
601-70-00-5518	AUDIT	5,000.00	5,000.00	0.00	0.00	5,000.00
601-70-00-5525	LEGALS	75,000.00	75,000.00	7,756.69	21,579.36	53,420.64
601-70-00-5530	ENGINEERING	15,000.00	15,000.00	0.00	0.00	15,000.00
601-70-00-5540	PROPERTY INSURANCE	5,000.00	5,000.00	0.00	1,139.00	3,861.00
601-70-00-5561	CONTRACTUAL SERVICES	25,000.00	25,000.00	0.00	12,500.00	12,500.00
601-70-00-5574	CITY PROJECTS & PROGRAMS	2,687,000.00	2,687,000.00	0.00	88,363.30	2,598,636.70
601-70-00-5575	CITY SHARED SERVICES	10,000.00	10,000.00	0.00	1,714.00	8,286.00
601-70-00-5580	BIP TECHNOLOGY/MLK INFRASTRUCT	82,560.00	82,560.00	0.00	48,160.00	34,400.00
601-70-00-5596	MAIN STREET PROG SUPPORT	50,000.00	50,000.00	4,166.67	29,166.69	20,833.31
601-70-00-5598	CITY ADMINISTRATIVE SUPPORT	20,000.00	20,000.00	1,666.67	11,666.69	8,333.31
ExpCategory: 55 - CONTRACTUAL SERVICES Total:		3,039,560.00	3,039,560.00	33,790.03	234,489.04	2,805,070.96
ExpCategory: 56 - OTHER CHARGES						
601-70-00-5603	MARKETING TRAVEL	18,000.00	18,000.00	849.37	1,854.37	16,145.63
601-70-00-5604	BUSINESS	8,000.00	8,000.00	0.00	2,976.80	5,023.20
601-70-00-5605	TRAINING TRAVEL	10,000.00	10,000.00	1,910.76	10,370.96	-370.96
601-70-00-5606	AUTO ALLOWANCE - STAFF	12,000.00	12,000.00	0.00	4,615.32	7,384.68
601-70-00-5615	DUES, SUBSCRIPTIONS & PUBLICAT	29,000.00	29,000.00	557.08	22,361.92	6,638.08
601-70-00-5630	PROMOTIONAL ROLLOVER PRIOR YR	65,775.00	65,775.00	0.00	0.00	65,775.00
601-70-00-5631	BONDS FOR BEDC OFFICERS	1,000.00	1,000.00	0.00	430.50	569.50
601-70-00-5633	LOCAL/MISC ADV & SPONSORSHIP	15,000.00	15,000.00	250.00	4,234.17	10,765.83
601-70-00-5634	NATIONAL/REG ADV & MARKETING	45,000.00	45,000.00	0.00	3,092.75	41,907.25
601-70-00-5636	DIGITAL ADV & MARKETING	54,200.00	54,200.00	0.00	795.60	53,404.40
601-70-00-5637	SPECIAL ADV & MARKETING	15,000.00	15,000.00	25.50	296.22	14,703.78
601-70-00-5639	SPL FILM BASTROP	15,000.00	15,000.00	0.00	0.00	15,000.00
601-70-00-5640	SPL PROJ-REDEVELOPMENT GRANTS	125,000.00	125,000.00	0.00	0.00	125,000.00
601-70-00-5641	SPL EDUC & WORKFORCE DEVELOP	150,000.00	150,000.00	0.00	15,000.00	135,000.00
601-70-00-5642	SPL ENTREPRENEURIAL/SM BUS	50,000.00	50,000.00	0.00	0.00	50,000.00
601-70-00-5643	SPL RETAIL RECRUITING	40,000.00	40,000.00	0.00	12,000.00	28,000.00
601-70-00-5644	380 AGREEMENT REIMBURSEMENT	15,000.00	15,000.00	0.00	27,240.47	-12,240.47
601-70-00-5645	WATER RIGHTS PROP FUNDING	60,000.00	60,000.00	0.00	60,000.00	0.00
601-70-00-5646	LAND/GRANT REBATES	9,400.00	9,400.00	0.00	0.00	9,400.00
601-70-00-5649	SPL PRJT DISASTER RELIEF GRANT	50,000.00	50,000.00	0.00	0.00	50,000.00
601-70-00-5650	SPL PRJT BUS RETEN & EXPAN	150,000.00	150,000.00	0.00	0.00	150,000.00
601-70-00-5689	OPPORTUNITY AUSTIN	10,000.00	10,000.00	0.00	10,000.00	0.00
601-70-00-5690	CASH INCENTIVE	100,000.00	100,000.00	0.00	0.00	100,000.00
601-70-00-5691	CLOSING COSTS	25,000.00	25,000.00	0.00	0.00	25,000.00
ExpCategory: 56 - OTHER CHARGES Total:		1,072,375.00	1,072,375.00	3,592.71	175,269.08	897,105.92
ExpCategory: 59 - CONTINGENCY						
601-70-00-5900	CONTINGENCY	25,000.00	25,000.00	0.00	0.00	25,000.00
ExpCategory: 59 - CONTINGENCY Total:		25,000.00	25,000.00	0.00	0.00	25,000.00
ExpCategory: 60 - CAPITAL OUTLAY						
601-70-00-6711	BUS INDUSTRIAL PARK IMPROV	2,000,000.00	2,000,000.00	151,500.00	463,120.40	1,536,879.60
601-70-00-6715	BIP TECHNOLOGY/MLK INFRASTRUCT	2,000,000.00	2,000,000.00	0.00	0.00	2,000,000.00
ExpCategory: 60 - CAPITAL OUTLAY Total:		4,000,000.00	4,000,000.00	151,500.00	463,120.40	3,536,879.60
ExpCategory: 70 - DEBT SERVICE						
601-70-00-7133	C OF O SERIES 2013 PRINCIPLE	130,000.00	130,000.00	0.00	0.00	130,000.00
601-70-00-7134	C OF O SERIES 2013 INTEREST	3,900.00	3,900.00	0.00	1,950.00	1,950.00
601-70-00-7155	GO REFUNDING 2017-PRINC	60,000.00	60,000.00	0.00	0.00	60,000.00
601-70-00-7156	GO REFUNDING 2017-INT	20,000.00	20,000.00	0.00	10,000.00	10,000.00
601-70-00-7176	GO REF, SERIES 2021A - PRINC	25,000.00	25,000.00	0.00	0.00	25,000.00

Income Statement

For Fiscal: 2022-2023 Period Ending: 04/30/2023

	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
601-70-00-7177 GO REF, SERIES 2021A - INT	32,714.00	32,714.00	0.00	16,357.00	16,357.00
ExpCategory: 70 - DEBT SERVICE Total:	271,614.00	271,614.00	0.00	28,307.00	243,307.00
Division: 00 - NON-DIVISION Total:	9,409,248.00	9,409,248.00	194,143.60	1,259,915.50	8,149,332.50
Department: 70 - BEDC ADMINISTRATION Total:	9,409,248.00	9,409,248.00	194,143.60	1,259,915.50	8,149,332.50
Expense Total:	9,409,248.00	9,409,248.00	194,143.60	1,259,915.50	8,149,332.50
Fund: 601 - BASTROP E.D.C. FUND Surplus (Deficit):	-5,195,339.00	-5,195,339.00	153,500.77	1,262,688.56	



Agenda Item: 3.3

AGENDA MEMORANDUM

Meeting Date: May 15, 2023

Agenda Item: Funding commitment update.

Prepared by: Sylvia Carrillo, ICMA-CM, CPM, City Manager & Interim Executive Director of the Bastrop Economic Development Corporation

This item seeks to provide the board with an “at a glance” opportunity to review projects and their status. This item was requested by the Chairman Spencer and serves to provide a primer as we enter budget discussions in the coming weeks.

It will become a regular part of the agenda.

Recommendation – This is an update only; as such no in-depth discussion can occur. If more information is requested, then direct staff to place items on a future agenda as items for individual consideration.

[RECOMMENDED MOTION] – N/A



Active "Projects"																					
Project Location	Date Received	Project Name	Project Details	#Jobs Min	#Jobs Max	Min Acres	Max Acres	Min Building Size	Max Building Size	Existing Building	Build To Suit	Min Investment	Max Investment	Lead Source	Submit	Status	Notes	Ask	Incentive	Terms	
City	1/20/2021	Walk of Fame	Movie Studio	25	100	546	546	25,000			Yes	\$42,000,000.00	\$62,000,000.00	Direct	Yes	Active	Project is working direct with City.	\$3,300,000.00	Cash	2 years	
BBIP	8/23/2022	Triple Arrow	Manufacturing	10	100	10	10	20,000	80,000		Yes	\$7,000,000.00	\$13,000,000.00	Austin Chamber	Yes	Active	Sent offer letter on 10/5/22 - Waiting on response, land value estimate at 2.50 per sq ft X 10 acres	\$1,089,000.00	Land Value	2 years	
County	6/10/2020	Ladder/Purple	Manufacturing	100	575	45	45	500,000	500,000		Yes	\$90,500,000.00	\$90,500,000.00	Direct	Yes	Active	City is working on wastewater solution	\$0.00			
County	Dead	Olive	BioTech	275	275	42	42				Yes	\$700,000,000.00	\$900,000,000.00	Austin Chamber	Yes	Dead	Chose Colorado	\$0.00			
BBIP	Dead	Sharp	Manufacturing	NA	NA	2.8	2.8	10,000	10,000		Yes			Direct	Yes	Dead	Stopped all communication	\$0.00			
BBIP	7/14/2022	Zap	Battery Storage	0	0	1	1	10,000	10,000		Yes			Direct	Yes	Active	Pending access through Bluebonnet property	\$0.00			
County	Dead	Pacific Bluebonnet	R&D HQ	100	100	10	10	75,000	75,000	Yes	No	Unknown	Unknown	Site Selector	Yes	Active	Went to Michigan	\$0.00			
BBIP	Dead	Dashboard	HQ/Expansio	7	7	1	2	6,000	7,500	No	Yes	\$1,500,000.00	\$1,500,000.00	Direct	Yes	Dead	Can't afford the land upfront and to build	\$0.00			
BBIP	2/7/2023	Accelerate	Expansion			2.5	5	30,000	40,000	No	Yes			Direct	Yes	Active	Site visit 2/10/2023 - Site in the BBIP	\$419,156.00	Land Value		
BBIP	2/17/2023	Insulin Pump	Expansion - Global peptide manufacturer	100	1049	20	20			no	yes	\$150,000,000.00	\$150,000,000.00	Austin Chamber	Yes	Active	Submitted 2/17/23	\$0.00			
BBIP	3/15/2023	Maverick/Jam	Expansion	40	50	11.5	11.5	45,000	90,000	Yes	No	\$29,500,000.00	\$29,500,000.00	Direct	Yes	Active	They are looking to purchase the JamCo building and provide an additional 45,000 sq ft.	\$5,000,000.00	Cash		
BBIP	5/5/2023	Dry Pump	Manufacturer		200	10	20		400,000	No	Yes	\$5,300,000.00	Don't have bldg #	Austin Chamber	Yes	Active	Submitt	\$0.00			
BBIP	4/6/2023	Jet	Expansion	7	14	2	3	5,000	10,000	No	Yes	1,500,000	1,500,000	Direct	Yes	Active	They are interested in the 2.8 ac site and have recently submitted an LOI	\$0.00	Land Reimburse ment		
BBIP	2/7/2023	Electric Lion	Expansion	25	35	2.5	5	30,000	40,000	No	Yes	2,477,000	2,477,000	Direct	Yes	Active	Site visit 2/10/2023 - Site in the BBIP	\$419,156.00			
BBIP	2/22/2023	Boom	Expansion/BRE			3	3	7,000	10,000	No	Yes			Direct	Yes	Active	3/7/2023 Owner is working on the application 2/22/23 First meeting to discuss their vision and needs. Wants a 7000 sq ft building for manufacturing and added space for trades training.	\$0.00			
																		\$10,227,312.00			

Project Location	Date Received	Project Name	Project Details	#Jobs Min	#Jobs Max	Min Acres	Max Acres	Min Building Size	Max Building Size	Existing Building	Build To Suit	Min Investment	Max Investment	Lead Source	Submit	Status	Notes	Ask	Incentive	Terms
Infrastructure Projects																				
	2018	Technology Drive	BBIP NORTH Roadway													Pending	Completely engineered, waiting on ILA with City and County	\$2,000,000.00	Bond and cash	2 years
	2022	Southern Part of BBIP	BBIP SOUTH Roadway													Pending	Engineering has been approved @ \$1,000,000. May look at a bond for buildout.	\$8,000,000.00	Bond	2 years
	2022	Western Edge	Mixed Use Development													Pending	Project is working directly with the City on a TIRZ	\$0.00		2 years
	2019	Agnes Gap	Major connector road CIP													Pending	City is engineering and we will pay the 1% matching funds of a grant received by the City	\$43,000.00	Cash	2 years
	2022	Broadband Study	City project													Complete	City is working on the feasibility of having a network	\$45,375.75	Cash	0 years
																		\$10,088,375.75		



Agenda Item: 3.4

AGENDA MEMORANDUM

Meeting Date: May 15, 2023

Agenda Item: Discussion and possible action regarding Resolution R-2023-0008 approving a professional services agreement with Creative, LLC (dba Insyteful) to provide the BEDC with a target industry analysis in an amount not to exceed \$50,000.00.

Prepared by: Sylvia Carrillo, ICMA-CM, CPM, City Manager & Interim Executive Director
Bastrop Economic Development Corporation

At the joint meeting of April 17, 2023, the need for target industry analytics was discussed with the BEDC Board and City Council.

The board directed staff to pursue and return to the board companies who can provide an industry gap analysis to determine industry that would be a match for Bastrop, which would then inform the workforce development programs the board would pursue.

Staff reached out to three companies: Angelos Angelou; Creative, LLC (dba Insyteful); and the A&M Economic Development & Community Impact Division. Based on the information the board will receive, including target leads, the staff feels confident in recommending Creative, LLC (dba Insyteful) as the vendor.

Creative, LLC (dba Insyteful) is based in Dallas (with offices in Nashville, TN, and Florence, AL) and will provide the board with a preliminary industry analysis approximately 30 days after their start date. They are expected to make a site visit approximately 30 to 40 days into their research to discuss findings with the board and hear any further recommendations the board wishes to pursue before a final report is presented.

Creative, LLC (dba Insyteful) has done this type of work all over the United States; some of their clients include Tomball, TX; Hampton Roads, VA; Cuero, TX; Macon Co., AL; and Lewisburg, TN.

Attachments:

Draft Resolution R-2023-0008

Creative, LLC (dba Insyteful) Proposal

Recommendation – Approve the resolution as submitted.

[**RECOMMENDED MOTION**] – I make the motion to approve Resolution R-2023-0008.



RESOLUTION NO. R-2023-0008**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION AUTHORIZING THE INTERIM BEDC EXECUTIVE DIRECTOR TO EXECUTE AN AGREEMENT WITH INSYTFUL TO PROVIDE THE BEDC WITH A TARGET INDUSTRY ANALYSIS, 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, to fulfill its public purpose in attracting qualifying projects under Texas Local Government Code, Chapters 501 and 505 *et seq.*, as amended, the BEDC requires certain professional services, including without limitation, the contracting with and hiring of an analytics firm to assist the BEDC in attracting businesses to Bastrop; and

WHEREAS, after careful evaluation and consideration by the Board, it has determined that these services and this support can be provided most beneficially, efficiently and economically under a third-party agreement with Insytful, in an amount not to exceed \$50,000.00, to be executed by the Interim Executive Director on behalf of the BEDC; and

WHEREAS, such expenditure is authorized as a general power, privilege and function of the corporation pursuant to Texas Local Government Code Section 501.054.

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 hereby finds that the provision of certain professional services is necessary for the BEDC’s proper attraction and advancement of qualifying projects under Texas Local Government Code, Chapters 501 and 505 *et seq.*, as amended, and hereby authorizes the BEDC Interim Executive Director to enter into an agreement, to be attached hereto as Exhibit “A”.

SECTION 3. 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.

[SIGNATURE PAGE FOLLOWS]

RESOLUTION NO. R-2023-0008

BASTROP ECONOMIC
DEVELOPMENT CORPORATION

Ron Spencer, Board Chair

ATTEST:

Charles Washington, Board Secretary

APPROVED AS TO FORM:

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

DRAFT

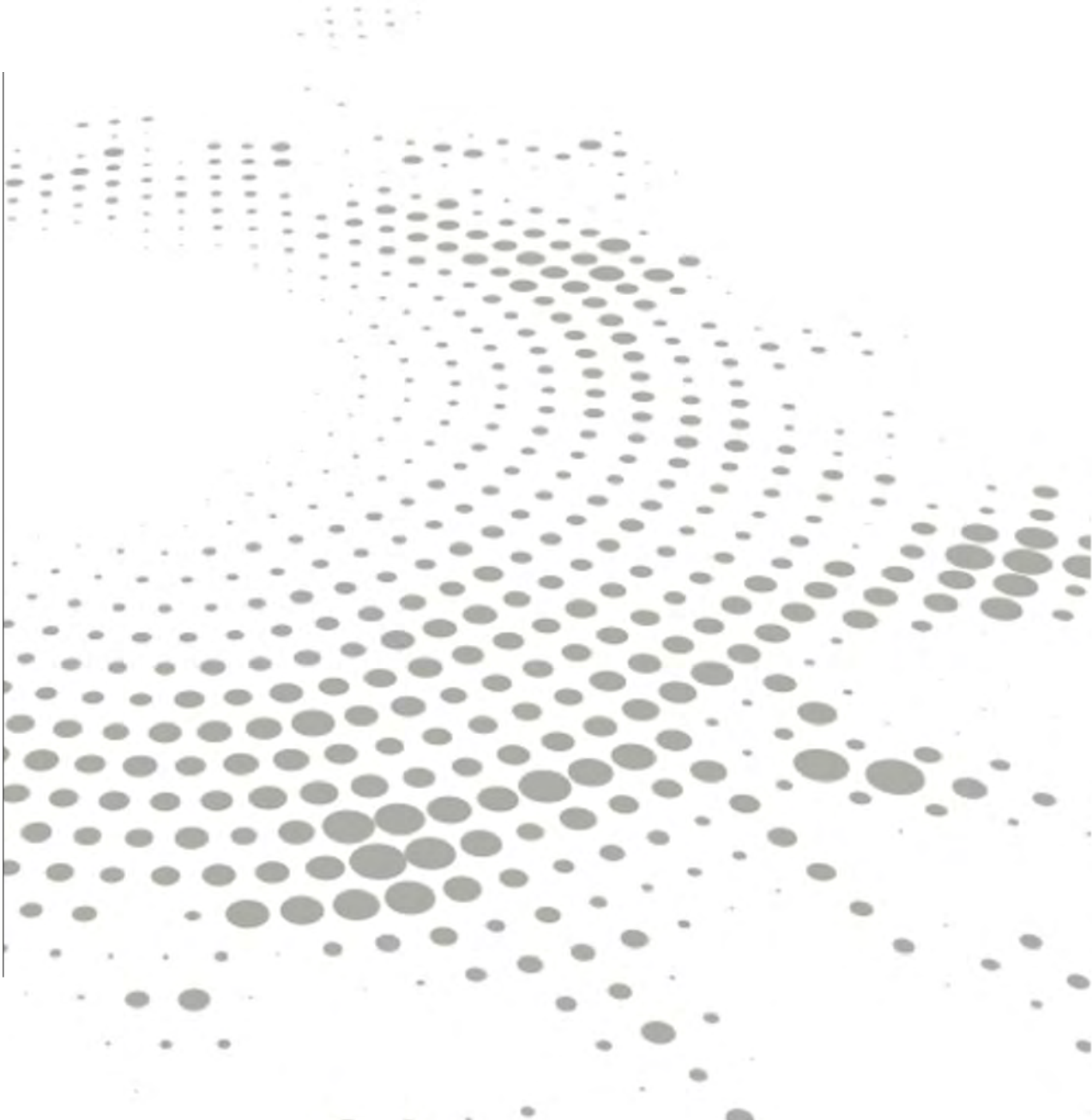
RESOLUTION NO. R-2023-0008

Exhibit "A"
Agreement between Insyteful and BEDC
{to be included upon execution}

DRAFT



Target
Industry
Analysis



Target Industry Analysis

- What this is –

- A detailed, data-driven study of your community's industry, labor, and natural assets
- Identifying, cataloging, and organizing your strengths into specific industry targets
- A core element of your economic development strategy and brand marketing
- A road map to reveal where you should spend your finite resources for lead generation, recruiting, and improving your assets

Target Industry Analysis

- Why this matters -

- Providing key information sought by your core audience
- Efficient use of your time and resources
- Outreach that focuses on “winnable” projects
- Setting community policies and strategies that play to your community’s unique strengths

Target Industry Analysis

- Our Process -

Step 1

- Our Onsite Visit – Learning about your community in person
- A Demographic Snapshot of your Laborshed

Economy Overview

2,242,838

Population (2016)

Population grew by 29,927 over the last 5 years and is projected to grow by 24,491 over the next 5 years.

1,039,073

Jobs (2016)

Jobs grew by 49,301 over the last 5 years and are projected to grow by 31,842 over the next 5 years.

\$54.8K

Avg. Earnings Per Job (2016)

Regional average earnings per job are \$7.3K below the national average earnings of \$62.1K per job.

As of 2016 the region's population increased by 1.4% since 2011, growing by 29,927. Population is expected to increase by 1.1% between 2016 and 2021, adding 24,491.

From 2011 to 2016, jobs increased by 5.0% in 306 ZIPs from 989,773 to 1,039,073. This change fell short of the national growth rate of 8.8% by 3.8%. Labor force data is not available for 306 ZIPs.

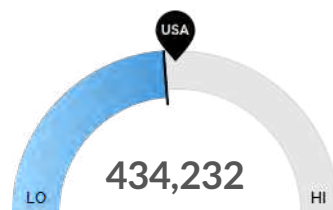
There is no education attainment data for 306 ZIPs.

The top three industries in 2016 are Restaurants and Other Eating Places, Education and Hospitals (Local Government), and Local Government, Excluding Education and Hospitals.



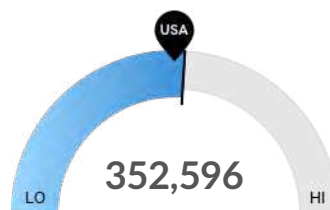
Bastrop EDC

Population Characteristics



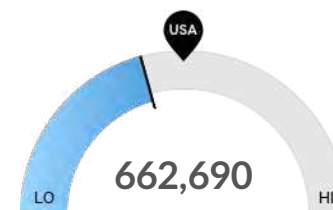
Millennials

Your area has 434,232 millennials (ages 20-34). The national average for an area this size is 465,331.



Retiring Soon

Retirement risk is about average in your area. The national average for an area this size is 332,959 people 65 or older, while there are 352,596 here.



Racial Diversity

Racial diversity is low in your area. The national average for an area this size is 857,483 racially diverse people, while there are 662,690 here.



Veterans

Veterans data is not available at the ZIP level. Please choose a different region level to see this data.



Violent Crime

Crime data is not available at the ZIP level. Please choose a different region level to see this data.



Property Crime

Crime data is not available at the ZIP level. Please choose a different region level to see this data.

Population Characteristics - Cont.

Place of Work vs Place of Residence

Understanding where talent in the region currently works compared to where talent lives can help you optimize site decisions. For example, the #1 ranked ZIP for employment ranks #10 for resident workers. The top ZIP for resident workers is 35242.



Where Talent Works

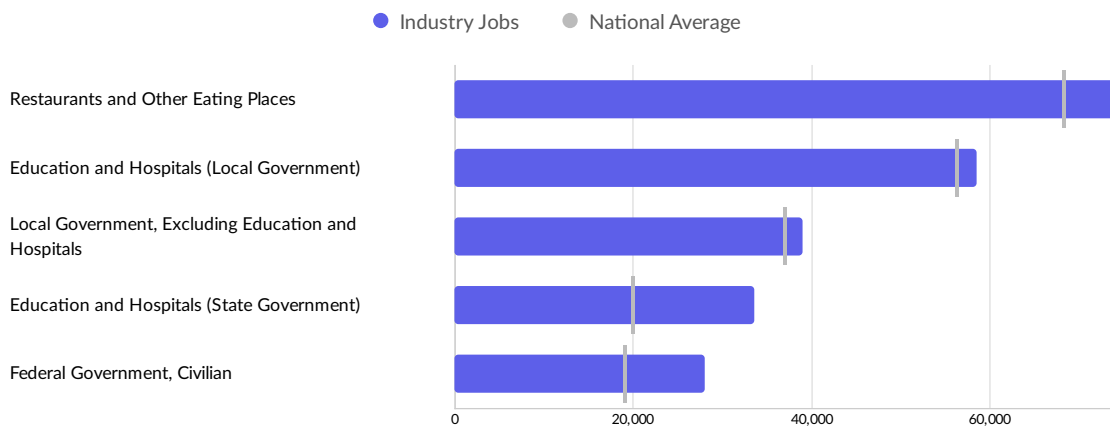
ZIP	Name	2016 Employment
35209	Birmingham, AL (in Jeff...)	45,563
35801	Huntsville, AL (in Madi...)	44,428
35242	Birmingham, AL (in She...)	32,867
35244	Birmingham, AL (in Jeff...)	29,015
35806	Huntsville, AL (in Madi...)	28,960

Where Talent Lives

ZIP	Name	2016 Workers
35242	Birmingham, AL (in She...)	26,795
35758	Madison, AL (in Madiso...)	20,117
35215	Birmingham, AL (in Jeff...)	18,491
30165	Rome, GA (in Floyd cou...)	17,006
35216	Birmingham, AL (in Jeff...)	15,986

Industry Characteristics

Largest Industries

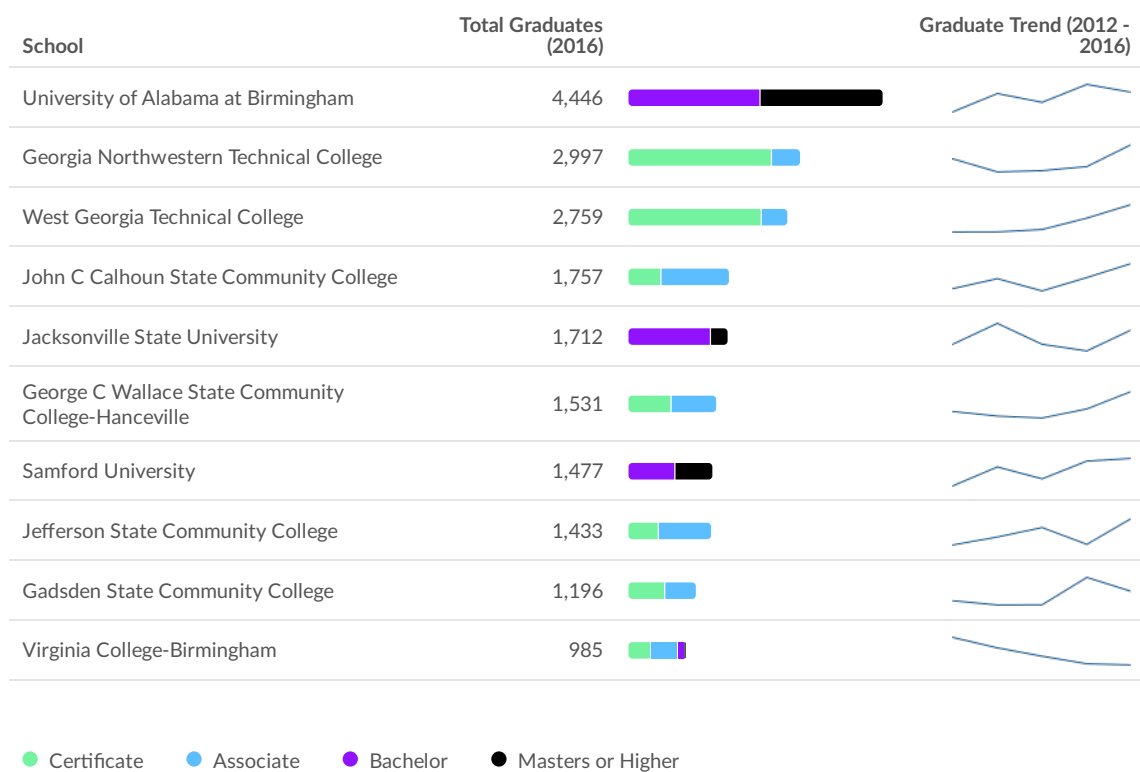


Industry	2011 Jobs	2016 Jobs	Change in Jobs (2011-2016)	% Change	2016 Earnings Per Worker
Restaurants and Other Eating Places	64,261	74,754	10,493	+16%	\$17,824
Education and Hospitals (Local Government)	60,599	58,503	-2,096	-3%	\$57,989
Local Government, Excluding Education and Hospitals	38,722	39,042	320	+1%	\$55,905
Education and Hospitals (State Government)	30,063	33,560	3,497	+12%	\$59,446
Federal Government, Civilian	30,843	28,093	-2,750	-9%	\$116,409

Bastrop EDC

Educational Pipeline

In 2016, there were 28,222 graduates in 306 ZIPs. This pipeline has grown by 8% over the last 5 years. The highest share of these graduates come from General Studies, Registered Nursing/Registered Nurse, and "Cosmetology/Cosmetologist, General".



Target Industry Analysis

- Our Process -

Step 2

- Screening your regional area based on the following:
 - Number of establishments in the region
 - Industry employment percentage
 - Location higher than US average
 - Positive regional competitiveness

NAICS	Description	2016 Jobs	2016 Location Quotient	2016 Payrolled Business Locations	2010 - 2016 % Change	Competitive Effect
3262	Rubber Product Manufacturing	1,714	14.69	6	30%	269
3361	Motor Vehicle Manufacturing	1,671	9.02	4	951%	1,451
3336	Engine, Turbine, and Power Transmission Equipment Manufacturing	1,207	14.13	3	17%	103
3363	Motor Vehicle Parts Manufacturing	1,195	2.35	12	191%	622
3339	Other General-Purpose Machinery Manufacturing	1,108	4.90	6	33%	154
3325	Hardware Manufacturing	510	23.42	3	78%	207

NAICS	Description	2016 Jobs	2016 Location Quotient	2016 Payrolled Business Locations	2010 - 2016 % Change	Competitive Effect
326211	Tire Manufacturing (except Retreading)	1,578	36.96	2	27%	248
326299	All Other Rubber Product Manufacturing	131	5.91	3	68%	46
332510	Hardware Manufacturing	510	23.42	3	78%	207
333613	Mechanical Power Transmission Equipment Manufacturing	80	7.08	1	18%	12
333618	Other Engine Equipment Manufacturing	1,127	28.74	2	17%	45
333921	Elevator and Moving Stairway Manufacturing	859	107.54	2	75%	282
333995	Fluid Power Cylinder and Actuator Manufacturing	70	4.89	1	49%	19
336350	Motor Vehicle Transmission and Power Train Parts Manufacturing	127	1.81	2	154%	55
336390	Other Motor Vehicle Parts Manufacturing	931	6.88	4	343%	646

Target Industry Analysis

- Our Process -

Step 3

- Evaluating your regional supply chain:
 - The companies with the highest imported purchases

NAICS	Purchases from	In-region Purchases	% In-region Purchases	Imported Purchases	% Imported Purchases	Total Purchases
3363	Motor Vehicle Parts Manufacturing	\$41,916,801	10.8%	\$345,178,904	89.2%	\$387,095,706
	Engine, Turbine, and Power					
3336	Transmission Equipment Manufacturing	\$20,388,668	35.7%	\$36,686,350	64.3%	\$57,075,018
3261	Plastics Product Manufacturing	\$3,805,830	6.8%	\$52,461,153	93.2%	\$56,266,983
3315	Foundries	\$293,722	0.7%	\$40,289,863	99.3%	\$40,583,585
	Resin, Synthetic Rubber, and					
3252	Artificial Synthetic Fibers and Filaments Manufacturing	\$3,934,620	9.9%	\$35,654,565	90.1%	\$39,589,184
3262	Rubber Product Manufacturing	\$11,532,691	35.8%	\$20,693,137	64.2%	\$32,225,828
3339	Other General-Purpose Machinery Manufacturing	\$1,664,291	6.7%	\$23,340,982	93.3%	\$25,005,273
3325	Hardware Manufacturing	\$3,896,780	87.5%	\$554,544	12.5%	\$4,451,325

- 3363 Motor Vehicle Parts Manufacturing
- 3336 Engine, Turbine, and Power Transmission Equipment Manufacturing
- 3261 Plastics Product Manufacturing
- 3315 Foundries
- 3252 Resin, Synthetic Rubber, and Artificial Synthetic Fibers and Filaments Manufacturing
- 3262 Rubber Product Manufacturing
- 3339 Other General-Purpose Machinery Manufacturing

Target Industry Analysis

- Our Process -

Step 4

- Ranking and evaluating the regional industries:
 - Potential for national growth and stability

NAICS	Description	2016 Earnings Multiplier	Nat'l Growth Effect	Avg. Earnings Per Job	2010 Jobs	2016 Jobs
325212	Synthetic Rubber Manufacturing	1.17	105.97%	\$68,627	123	130
326150	Urethane and Other Foam Product (except Polystyrene) Manufacturing	1.23	173.51%	\$42,554	712	1,236
326199	All Other Plastics Product Manufacturing	1.21	151.90%	\$45,705	215	326
326211	Tire Manufacturing (except Retreading)	1.25	127.39%	\$73,413	1,239	1,578
326299	All Other Rubber Product Manufacturing	1.24	167.66%	\$43,806	78	131
333613	Mechanical Power Transmission Equipment Manufacturing	1.18	118.26%	\$45,389	68	80
333618	Other Engine Equipment Manufacturing	1.30	117.10%	\$66,076	963	1,127
333921	Elevator and Moving Stairway Manufacturing	1.19	174.99%	\$50,873	491	859
333995	Fluid Power Cylinder and Actuator Manufacturing	1.18	149.94%	\$47,370	47	70
336350	Motor Vehicle Transmission and Power Train Parts Manufacturing	1.18	256.61%	\$42,816	50	127
336370	Motor Vehicle Metal Stamping	1.30	146.00%	\$62,575	38	56
336390	Other Motor Vehicle Parts Manufacturing	1.36	442.56%	\$63,578	210	931

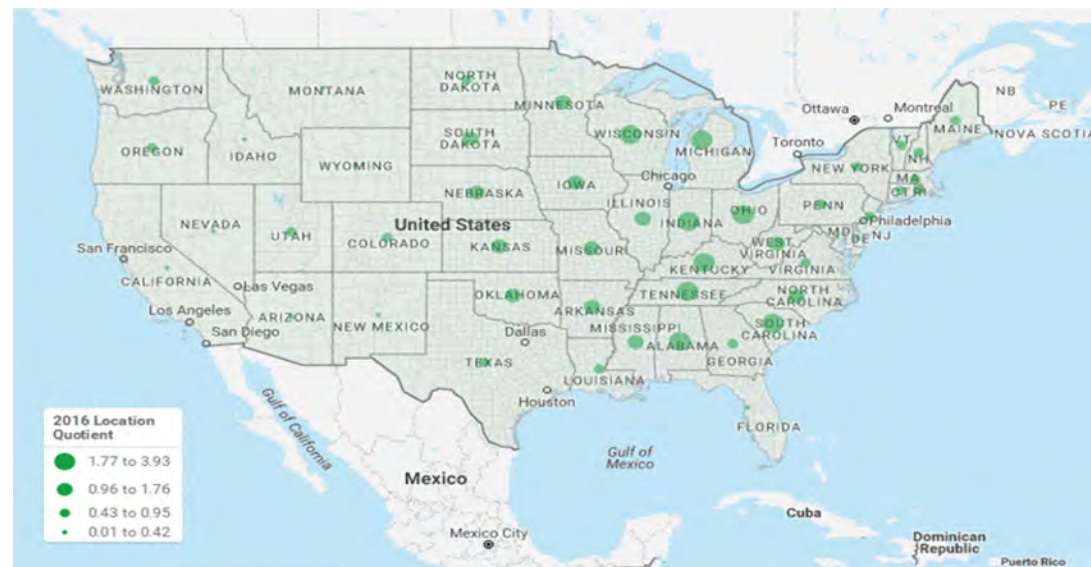
Bastrop EDC

Target Industry Analysis

- Our Process -

Step 5

- Evaluating the industry's trends and geography:
 - Potential for relocation or new expansion
- Evaluating state concentrations of industries:
 - Industries in excess of US average
 - Likely state targets for prospective business



Target Industry Analysis

- Our Process -

Step 6

- Identifying detailed locations for recruitment:
 - Specific company targets
 - Data showing willingness to relocate



Target regions are the MSAs that should be easy to recruit from, given their high payrolled business location loss and high cost of labor compared to your region. High payrolled business location loss signals that businesses are dissatisfied with the region and are leaving to find better locations. High cost of labor may make a business more likely to relocate to your region, where labor costs are lower.



Bastrop EDC

Target Industry Analysis

- Our Process -

Step 7

- Specific company recommendations for recruitment:
 - Specific company targets
 - Data showing willingness to relocate

CRESTRON ELECTRONICS INC

Twitter: www.twitter.com/crestronhq

YouTube: www.youtube.com/CrestronElectronics

Description:

Crestron Electronics Inc. is headquartered in Rockleigh, NJ. The company is a provider of control and automation systems. Its offerings include educational products, lighting controls, mobile controls, audio systems, and more. The company's products are marketed under the brands such as DigitalMedia, iMedia, Fusion, Cameo, Sonnex, and others. It has 2,000 employees.

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Executives - NetProspex

Name	Title	Phone	Email Address
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Bargetzi, Fred	Chief Technology Officer	(201) 767-3400	fred.bargetzi@crestron.com
Hakula, David	Chief Financial Officer	(201) 750-7004	dhakula@crestron.com
Longendorfer, Betsy	Chief Technology Officer	(201) 767-3400	longendorfer@crestron.com
Daley, Brian	Vice President	(201) 767-3400(201) 767-3400	bdaley@crestron.com
Hakula, David	Vice President Of Finance	(201) 767-3400	hakula@crestron.com
Morin, Natalie	Vice President-Finance	(201) 894-0660	natalie.morin@crestron.com
Accurso, Dominick	Integrated Partner	(201) 750-7004(201) 767-3400 x317	daccurso@crestron.com
Ackmann, Evan	Technology Manager	(212) 223-2434(212) 223- 2434	eackmann@crestron.com

FOREST CITY TECHNOLOGIES INC

Address:	299 Clay St Wellington 44090 United States	Type:	Private - Parent
Phone:	(440) 647-2115	Dossier ID:	
Fax:	(440) 647-2644	DUNS® Number:	
Email:	sales@forestcitytech.com	Ticker(s):	
Internet:	www.forestcitytech.com	Exchange(s):	
LinkedIn:	www.linkedin.com/company/forest-city-technologies-inc	Total Revenue:	\$305,941,676
		Employees:	580

Description:

Forest City Technologies Inc. was founded in 1956, and is based in Wellington, OH. It is a manufacturer of pre-applied thread coatings. The company specializes in seals. It offers fasteners, sealers, thread sealants, nylon patches, thread jammers, and federal process sealants. The company also provides die cut gasket foams, mastic sealing, silicone potting, plastisol, and thermoplastic injection molded elastomers. Its product line also includes urethanes, rubbers and silicone potting. The company serves the commercial, retail, industrial, and manufacturing sectors.

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Top Executives

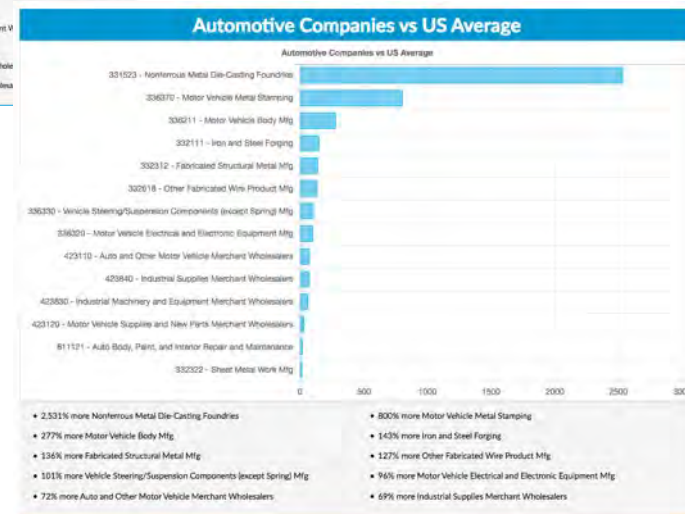
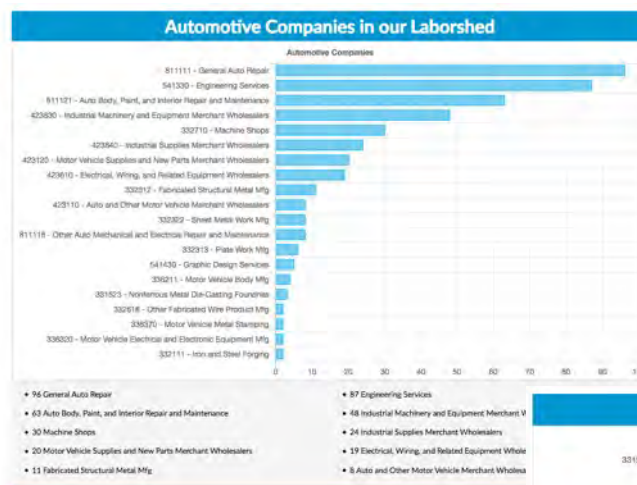
Name	Title	Email Address
Deeks, Mike	Mgr-Quality	MDeeks@forestcitytech.com

Bastrop EDC

Target Industry Analysis

Marketing-Oriented Sector & Labor Data

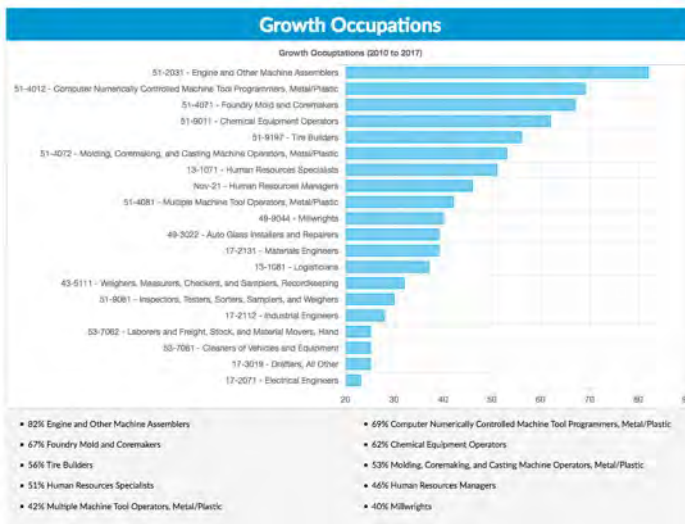
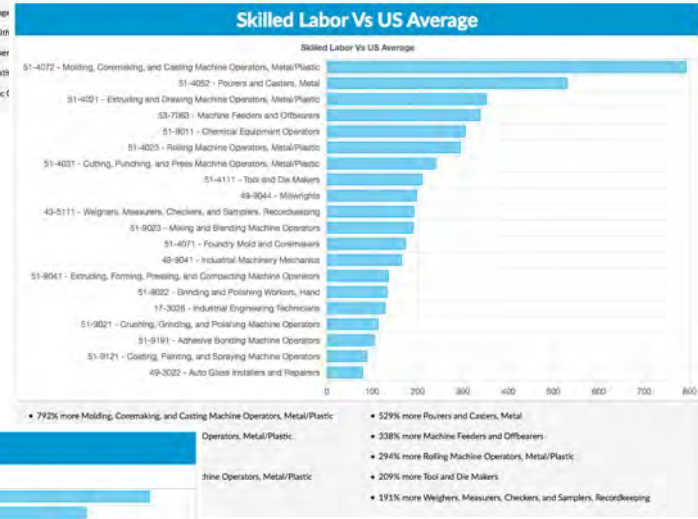
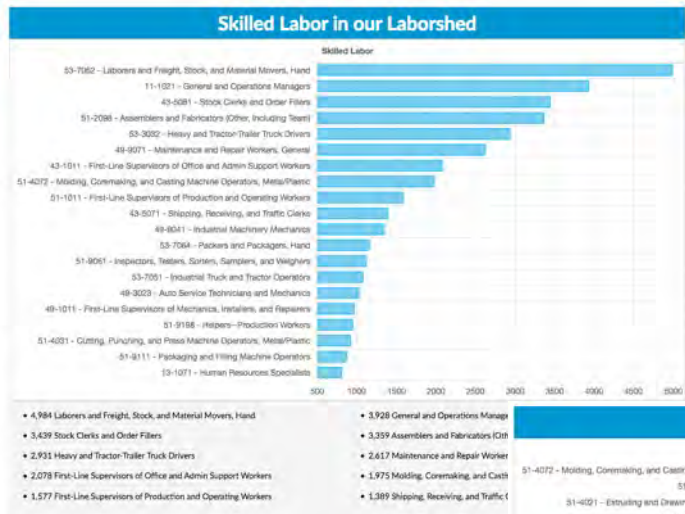
- Five data collections for each sector:
 - Your area's existing industries as an empirical value
 - Your area's existing industries compared to US average
 - Your area's skilled labor as an empirical value
 - Your area's skilled labor compared to US average
 - Your area's skilled labor growth over time



Bastrop EDC

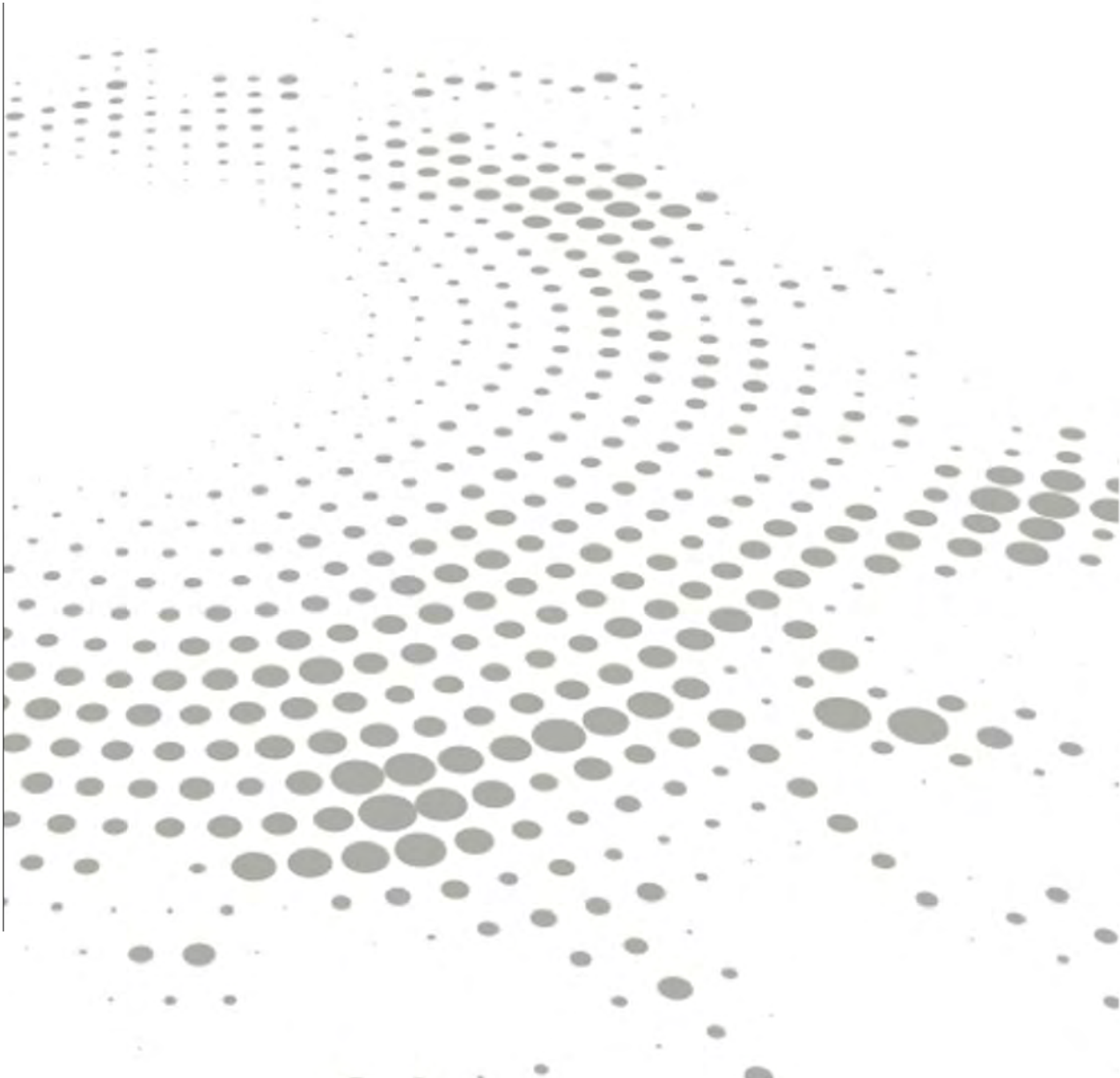
Target Industry Analysis

Marketing-Oriented Sector & Labor Data





Target
Industry
Analysis





Agenda Item: 3.5

AGENDA MEMORANDUM

Meeting Date: May 15, 2023

Agenda Item: Discussion and possible action regarding the BEDC's Business and Workflow Project Manager role in workforce development.

Submitted by: Sylvia Carrillo, ICMA-CM, CPM, City Manager & Interim Executive Director of the Bastrop Economic Development Corporation.

The Department of Commerce awarded \$500 million as part of the American Rescue Plan. A portion of that amount, \$12.1M, was granted to Workforce Solutions Rural Capital Area. Of that \$12.1M, \$4.89M was awarded to “backbone organizations”, organizations who have capacity, such as the Smithville Workforce Training Center (SWTC).

SWTC's goal will be to “prioritize training programs and apprenticeships in skilled trades, IT/financial services, and healthcare for historically underserved populations including immigrants, women, and low-income individuals. Employer partners include Hill Country Builders Association, Quick Connect Electrical, Ascension Seton, Imagine Solutions, and CMIT Solutions.”

At issue seems to be a disconnect by the board and staff on partnerships and opportunities for joint efforts, where previous leadership and staff have advised that while they will accept any financial contribution, BEDC will not support any training program that sends residents out of Bastrop for training. After discussion with several board members, this does not seem to be the direction provided to staff.

This item seeks to bring clarity to the situation and get a board consensus, on the record, of any potential partnership opportunities it should seek with SWTC, or not. Additionally, should the board determine a partnership IS in the best interest of Bastrop, the Interim Executive Director will take immediate action with personnel to insure that occurs.

Attachments:

1. Information regarding the program
2. Email from Stewart Burns, SWTC employee to Jean Riemenschneider, BEDC employee.

Recommendation – Reach board consensus on any potential partnerships for workforce training.



EDA-HDQ-ARPGJ-2021-2006964: FY 2021 ARPA Good Jobs Challenge
Workforce Solutions Rural Capital Area

SECTION 1: PROJECT DESCRIPTION AND OVERVIEW

1a. Executive Summary

In response to the Department of Commerce’s Good Jobs Challenge (GJC), Workforce Solutions Rural Capital Area (WSRCA) is proposing to lead the **Rural Employers Infuse Vital Economic Success in Texas (REINVEST)** project. REINVEST will enable six rural counties, collaborating with over 46 employers and employer associations, to generate high-quality jobs for 777 workers across three sector partnerships. REINVEST will address a critical and deepening economic disconnect in rural Central Texas: the lack of skilled talent for growing industries and an insufficiently built out workforce training and support system. While the population and demand for services are growing, regional employers are struggling to hire, and rural workers are struggling to access the quality training and support systems they need to thrive. REINVEST will bridge this gap by linking various resources and stakeholders to transform how three crucial industries (skilled trades, healthcare, and finance/IT) recruit, train, and place workers into high-quality jobs. Acknowledging the importance of person-to-person relationships and local community expertise in Central Texas, REINVEST will house the sector partnerships in two separate geographies with Backbone Organizations (BOs) that bring a deep history of working with local employers, workers, and strategic partners. The sector partnerships in three western counties (Llano, Burnet, and Blanco) will be led by Workforce Network, Inc (WNI). The sector partnerships in three eastern counties (Bastrop, Lee and Fayette) will be led by Smithville Workforce Training Center (SWTC). Third Sector Capital Partners will provide project-wide technical assistance (TA) to support system development, project design, equity, sustainability, and evaluation.

1b. System Lead Entity and Backbone Organizations

System Lead: WSRCA is one of 28 Texas workforce development boards, serving nine rural counties surrounding the state’s capital, Austin. A 27-member Board of Directors (51% of which represent the private sector) leads WSRCA. Its mission, vision, and values guide efforts toward regional economic growth and family self-sufficiency. WSRCA has a long history of working collaboratively with the two BOs as well as hundreds of employers, economic development corporations (EDC) in each of the six counties, chambers of commerce (COC), school districts, regional universities and community colleges, training providers, employers, and jobseekers.

WSRCA will lead overall project management; facilitate system design; fiscally oversee and process all training costs, manage Third Sector’s; convene an advisory group of strategic and industry partners; and coordinate business solutions teams to mobilize employers to offer high quality jobs to training graduates. WSRCA will also support BOs in the work of designing and implementing workforce training programs. In particular, WSRCA will help BO’s build out equity-centered, occupation-specific recruitment, training and support plans, and will connect BO’s to other initiatives we administer including: 1) eight “one-stop” American Job Centers (AJC) funded by the Workforce Innovation and Opportunity Act (WIOA) to support recruitment and co-enrollment of target populations; 2) the work supports offered to workers who are enrolled in Temporary Assistance for Needy Families (TANF); 3) organizations implementing workforce development services under the SNAP Employment and Training (SNAP E&T); and 4) vouchers for childcare funded by the Child Care and Development Block Grant (CCDBG). WSRCA will also serve as the main point of contact with the Department of Commerce; manage project reporting; ensure that progress and successes are shared; and establish REINVEST as an inclusive development model that can be used by rural communities across the country.

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Workforce Solutions Rural Capital Area

Backbone Organizations (BO): REINVEST includes two BOs with deep and long experience building trust and partnership with industry partners, employers, training providers, and communities in their respective regions. This place-based knowledge is essential in rural central Texas among communities that place great value on inter-personal relationships. Each BO regularly engages local businesses and communities to design workforce training programs and will leverage these relationships to co-create training programs that meet skill needs of employers while ensuring workers gain access to a “quality job” at or above the prevailing wage for the industry and inclusive of benefits.

Workforce Network, Inc. (WNI)	Smithville Workforce Training Center (SWTC)
WNI brings over 30 years of experience managing Career Pathways Programs in the Western Area. For example, they are one of the only rural entities to have successfully set up a registered apprenticeship program for skilled trades (ST) meeting strict U.S. Department of Labor (DOL) standards of quality. WNI plans to expand this model to additional trades as part of REINVEST.	SWTC brings over 40 years of experience and was formed as a collaboration between local government, industry, training, and philanthropic organizations. It serves as the only training hub for Bastrop, Lee, and Fayette counties providing facilities for training while connecting workers to training opportunities. SWTC’s parent organization, Smithville Area Chamber of Commerce (SACC), has been active for more than 100 years.

Track record of success: WSRCA has consistently been recognized as the highest performing workforce board in Texas. In 2021, WSRCA achieved 95-183% towards WIOA performance measure targets.¹ For the population groups which typically experiences more barriers to employment, WSRCA achieved 106-119% of its employment and credential rate targets. WNI ST training programs have trained 155 adults in seven high-demand occupations, placed nearly 90% of participants in jobs upon graduation and helped retain over 70% in employment after one year. In its initial round, SWTC’s 2021-22 certified nursing assistant (CNA) program placed 100% of participants in jobs upon graduation and 100% of the students currently enrolled in the program’s second round already have job offers. In the past 5 years, SACC has provided continuing education to over 16,000 participants.

Fundraising Plan and Track Record: WSRCA maintains an annual operating budget of over \$43 million and is guided by a 5-year strategic plan that identifies local, state, and federal funding opportunities to support its goals. This plan is built on WSRCA’s historic ability to access and maintain a diverse funding portfolio. It includes a combination of federal block grant allotments and discretionary grants such as a High Demand Job Training (HDJT) grant from the Texas Workforce Commission and the Rural Healthcare Initiative (RHI) administered by the U.S. Department of Labor (DOL). The BOs maintain their own fundraising and sustainability plans that include strategies such as small business incubation, philanthropic partnerships, and implementation of discretionary grants. (See Section 4c for additional fundraising and leverage strategies.)

Ability to reach underserved workers: WSRCA has a track record of effectively partnering with community-based organizations (CBO) who serve a variety of workers with barriers. For example, WSRCA supports and works closely with three community action agencies responsible for addressing poverty and facilitating economic mobility for the region’s most underserved

¹ This included 170-200% of the measurable skills gain target, 103-122% of credential rate target, 99-165% of employment Q4 Post Exit target and 101-180% of median earning Q2 Post Exit target, across adults, dislocated workers, and youth.

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Workforce Solutions Rural Capital Area

populations. From Oct 2018 to Sep 2021, WSRCA served nearly 6,000 people, including 34% not financially self-sufficient, 62% women, 34% non-white, 36% Hispanic, and 12% with conviction history. REINVEST will continue to effectively engage and recruit underserved workers through referrals from the AJCs and trusted community agents. These agents include faith-based leaders; Texas A&M AgriLife agents; Career and Education Outreach Specialists; traditional and non-traditional schools such as Disciplinary Alternative Education Programs; community colleges such as Central Texas College (CTC); and public agency partners (e.g. the Probation and Child Welfare departments). REINVEST will also leverage a robust communication platform to reach and recruit underserved workers and community referral partners such as WSRCA newsletters, distributed to 130,000 subscribers monthly, and the Bastrop County Cares Healing History Series.

Staffing Plan: REINVEST will be overseen by Diane Tackett who serves as WSRCA’s Chief Operating Officer. Ms. Tackett brings 23 years of experience designing and implementing workforce development solutions in the RCA. Within one month of project award, Ms. Tackett will recruit a REINVEST Project Manager to oversee day-to-day project operations. A biography for Ms. Tackett and description of the Project Manager position is included in Annex D. A Finance Specialist will manage REINVEST’s day-to-day financial, contractual, and procurement matters. WSRCA’s existing operations, finance, and contracts teams will provide ongoing administrative support to the project. Third Sector will collaborate closely with WSRCA staff. These efforts will be led by Sheba Rivera who brings a total of 10 years of experience in project management and reorienting publicly funded programs in support of improved and equitable outcomes. Each BO will be led by a Sectoral Manager. In the Western area, Fay Crider will serve as the Sectoral Manager for WNI. Ms. Crider brings 25 years of experience managing workforce development and training programs. In the Eastern area, April Daniels will serve as the Sectoral Manager for SWTC. Ms. Daniels brings 25 years of experience managing different businesses and has served for seven years as the Executive Director of SACC. The Sectoral Managers will be responsible for developing the training programs in each sector including recruitment partners, training partners, and wraparound service supports. Once sectors are ready to move to implementation, Sectoral Managers will recruit additional staff. A visual staffing chart and biographies for all named staff and descriptions of new positions are included in Annex D.

SECTION 2: STAKEHOLDERS AND PARTNERS

2a. Employer Leadership and Commitments

Throughout the development of this application, WSRCA and the BOs have engaged employers and responded to their needs. In particular, WSRCA analyzed its Real Time Information (RTI) database of over 15,600 vacancies currently being advertised by employers in the region and identified a significant need for workers in occupations that fit within the skilled trades (ST, healthcare (HC) & finance/IT (FIT) industries (Section 3b). The list of priority occupations was further refined based on need and ability to meet the definition of a “high quality job” (sufficient wage for a worker to maintain self-sufficiency and inclusive of benefits). For example, we prioritize Construction Managers and Licensed Vocational Nurses (LVN) over Machinists and Medical Assistants. A JobsEQ database was used as a validation mechanism to project the number of jobs that these sectors would need 5 years in the future. (Section 4c and Annex A). BOs also connected with hospitals, skilled trades journeymen, banks, and other employers in their counties to further validate this analysis. BOs have secured commitments from 46 initial employers and employer associations to hire 348 program graduates in quality jobs with benefits

EDA-HDQ-ARPGJ-2021-2006964: FY 2021 ARPA Good Jobs Challenge
Workforce Solutions Rural Capital Area

and support the project by recruiting instructors, amending policies to support priority groups, offering scholarships, donating equipment, building out facilities, or offering internship or apprenticeship opportunities.

Employer Recruitment and Involvement on Training Programs: Given that employer and training needs vary between the Eastern and Western areas, each BO will engage relevant local partners in the design of occupation-specific training programs. For example, in the Eastern area, SWTC will build on its existing training programs for CNAs and commercial drivers and will leverage the employer representatives on the SACC board to build out training programs for FIT occupations, welders and other ST. In the Western area, WNI will leverage its network of plumber and electrician employers to expand the existing registered apprenticeship model and will leverage relationships with EDCs and industry associations to identify and engage employers in the FIT and HC sectors. For ST and HC occupations that require classroom instruction, hands-on learning, specialized equipment, and hours-on-the-job before earning a credential, BO's will need to build individual rapport with dozens of small employers to engage them as instructors, hands-on learning sites, trainee placements, as well as employers. As a starting point for each occupation, the Project Team will consider four training models currently in use: 1) local practical model, including classroom and hands-on learning with local employers – ideally including an earn-and-learn or conditional hire component; 2) out-of-county classroom training and hands-on training; 3) a hybrid where participants attend classroom instruction outside the county but complete hands-on training locally; 4) online learning (most likely to be suitable for FIT occupations). Regardless of the engagement approach and training model, the Team will work with employers to validate technical and non-technical skills needs (see Section 3b) and seek their input on training program design.

Employer Involvement on Worker Recruitment: Leveraging the outreach strategies described above, the Team will engage employers in the creation of recruitment requirements, recruitment strategies and the selection of training participants focusing especially on recruitment of previously underserved and excluded populations. In addition, WSRCA will confer with its committees of business partners which regularly discuss outreach and hiring strategies for “untapped populations” and lead county coalitions on hiring needs and building appropriate pipelines. REINVEST recognizes employers as important recruitment partners, where they will refer existing employees for upskilling opportunities and set with conditional hiring agreements for job candidates who don't yet have the requisite skills and qualifications for the position. Many employers have also agreed to participate in info sessions to target populations and offer job incentives such as signing bonuses and paid training.

REINVEST also recognizes that employers in the target sectors and counties may not be accustomed to offering “high quality jobs” or recruiting and supporting populations that have experienced barriers to employment, such as people with experience in the criminal justice system or immigrants who speak English as a second language. As part of the project's equity strategy, Third Sector will work with WSRCA, the BOs, and employers to develop a shared expectation of skills needed, train employers on skills-based hiring, and provide forums on the components and competitive advantages of high-quality jobs and equitable hiring and employee cultivation practices. The Team will review and align on real and perceived expectations from licensing boards with respect to background checks, drug tests, educational and language requirements.

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Workforce Solutions Rural Capital Area

Worker Perspective Engagement: While WSRCA and the BOs recognize the importance of incorporating worker perspectives in training program design and implementation, there aren't yet systems and processes in place to do so regularly. Third Sector will work during the system development phase to develop and implement a comprehensive worker engagement strategy. This will involve: 1) identifying relevant CBOs serving and reflecting the perspectives of the target worker groups; 2) facilitating listening sessions with the CBOs and their constituents to understand their perspectives and needs related to accessing and thriving in training programs and "high-quality jobs"; 3) developing a system by which worker perspectives can be regularly incorporated into REINVEST training program design and evaluations. Similar to employers, workers and CBOs will have input on course content, training models, and wraparound supports. Workers may also provide valuable insights on how to adjust training times, locations, and formats to maximize the program's success.

2b. Other Stakeholders and Partners

WSRCA consulted with over 100 stakeholders as part of developing the REINVEST application. A subset of these stakeholders signed letters to join or support the project and are listed in the table below. Annex B includes 38 letters of commitment from employers or employer associations and 15 letters of support from industry, training, and recruitment partners summarizing the role each partner will play on the project. WSRCA also confirmed cooperation from nine political subdivision entities across the six counties. Throughout the life of REINVEST, the Project Team will continue engaging additional stakeholders to expand the project's reach and strengthen the regional workforce training system (RWTS).

Western Area (led by WNI)	
Training Partners	Industry Partners (Employers)
<ul style="list-style-type: none"> ● Austin Coding Academy – FIT ● Central Texas College – ST, HC, FIT ● Texas Tech University – ST, FIT ● Winn's Career Education – ST 	<p>Skilled Trades</p> <ul style="list-style-type: none"> ● Hill Country Builders Association ● Centerline Services ● Small employers including Complete Care Plumbing, All Power Electric Services <p>Healthcare</p> <ul style="list-style-type: none"> ● Ascension Seton ● Baylor Scott & White Health ● Bluebonnet Trails Community Services <p>Finance and IT</p> <ul style="list-style-type: none"> ● Williston Consulting on behalf of the Independent Bankers Assoc of Texas ● Imagine Solutions ● City of Burnet ● Bancorp South ● Pedernales Electric Cooperative ● Horseshoe Bay Resort
Strategic Partners (Other Industry & Recruitment)	
<ul style="list-style-type: none"> ● Chamber of Commerce in Marble Falls ● EDCs in Llano and Marble Falls ● Independent School Districts in Llano and Marble Falls 	
Political Subdivisions	
<ul style="list-style-type: none"> ● Burnet County Judge ● Mayors in Llano, Granite Shoals and Marble Falls ● City Managers in Llano, Granite Shoals and Marble Falls 	

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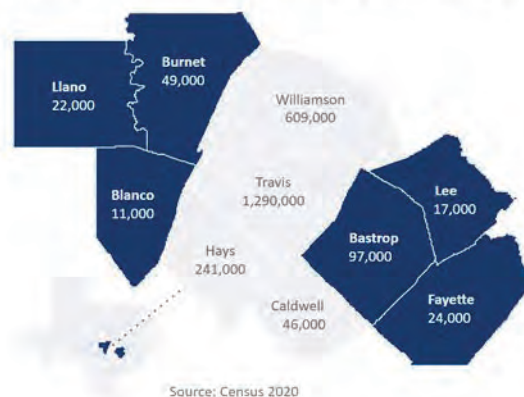
Eastern Area (led by SWTC)	
Training Partners	Industry Partners (Employers)
<ul style="list-style-type: none"> Community Action of Central Texas – ST, HC, FIT Central Texas Allied Health Institute – HC Smithville Community Clinic – HC 	<p>Skilled Trades</p> <ul style="list-style-type: none"> Spiradrill Quick Connect Electrical Small employers including Doug’s Plumbing, L.F. Manufacturing, Inc. <p>Healthcare</p> <ul style="list-style-type: none"> Lee County EMS Ascension Seton <p>Finance and IT</p> <ul style="list-style-type: none"> CMIT Solutions Liveoak Technologies Art Institute of Austin Bastrop Independent School District Giddings State School St. Marks Medical Center
Strategic Partners (Other Industry & Recruitment)	
<ul style="list-style-type: none"> Chamber of Commerce in Giddings Area Bastrop County Accountable Communities for Health Lee County Center for the Arts 	
Political Subdivisions	
<ul style="list-style-type: none"> Cities of Bastrop, Giddings, Lexington, and Smithville Lee County Judge 	

SECTION 3: REGIONAL DESCRIPTION

3a. Location and Region

Assessment of region’s economic state: REINVEST will bolster the economies of six rural counties (referred throughout this application as Rural Capital Area [“RCA”]), which are experiencing labor market gaps, instability, and rising socio-economic disparities compared to the more urban Travis County and counties along the I-35 corridor. This project also represents a significant opportunity to create a national model for inclusive development in rural areas.

Texas Capital Area Counties and Population Size



Employers in the RCA have been restrained due to the lack of qualified workers. Although the economic potential is strong, WSRCA’s regional plan highlighted low workforce participation as a key issue stagnating economic development. Over the last decade, RCA has seen a rise in retired individuals moving to the area which has increased the demand for ST and HC services while clinics and nursing homes struggle with staff shortages. Larger employers including Tesla, Samsung, and Amazon are relocating operations to neighboring counties and will need skilled workers in ST and FIT. While these developments carry potential, they risk alienating existing residents who do not possess requisite skills to gain meaningful employment from these businesses. In underserved communities, education levels are disproportionately lower, poverty rates are disproportionately higher and hundreds face barriers to employment, such as untreated mental health or substance use disorders² and experiences with the criminal justice system. As these workers struggle with the rising costs of living, they are pushed even further from economic opportunity as they are unable to afford the tuition and related costs associated with reskilling or upskilling to meet employer needs.

² According to 2020 County Health Rankings, RCA has only 113 mental health providers (which includes behavioral health counselors) at an average ratio of 3,589:1, compared to a ratio of 340:1 in Travis County.

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Workforce Solutions Rural Capital Area

Across the RCA, 11% of families live in poverty, compared to 8% in the urban central counties. While the Bureau of Labor Statistics reports that unemployment rates in the RCA are between 4-6%, the American Community Survey 2015-2019 (ACS) indicates that 40-65% of prime working age people in the RCA do not participate in the labor force, suggesting that the actual unemployment is much higher.

The lack of adequate local training opportunities creates a tragic domino effect: younger workers move out of the area in pursuit of training opportunities and do not come back once their training is complete, resulting in loss of human capital and leaving behind an older workforce close to retirement. According to the ACS, the prime working age population (25-54 years old) in RCA is 33% of the total RCA population and has decreased by 12% in the last decade. In Travis County prime working age population is 49% of the total and has increased by 3% in the last decade.

These rural counties need workforce training centers and job opportunities located close to home; internet service scholarships to access online programs; transportation for training sessions that require travel for in-person/hands-on components; as well as other wraparound services such as reliable childcare.

REINVEST is an opportunity to disrupt this cycle for Texas RCA by building a RWTS that harnesses the potential, grit, and drive of its residents and connects them to affordable, locally accessible training programs in high-growth, high-quality occupations. Graduates will then possess the requisite skills demanded by local employers, access high-quality jobs and put their time, resources, and energy back into the RCA economy.

3b. Employer Hiring and Worker Skill Training Needs

Employer hiring needs: Based on employer input, local reports, articles on industry shortages, and analysis of three RCA job demand (see Annex A), REINVEST selected ST, HC and FIT as target industries.

- **ST:** Between 2015 and 2020, Central Texas saw 57% growth in transportation and warehousing and 24% growth in construction.³ COVID-19 accelerated this trend, leading to short staffing in ST roles ranging from plumbers to commercial drivers.⁴
- **HC:** Higher-skilled roles such as LVNs and RNs are particularly needed in the RCA with more than 850 current job ads for RNs alone. In the 2018 Future of Rural Texas Poll, only 26% of rural Texans gave high ratings for access to drug abuse and addiction treatment – validating the need for more behavioral health counselors.
- **FIT:** In RCA, as well as across the nation, employers are looking to hire people with finance and IT skills. WSRCA has started to confirm the participation of employers in neighboring counties who are in serious need of these workers, which will allow trainees to grow their competencies at regional businesses with opportunities for hybrid or in-person work.



³ Capital Area Council of Governments, “2020-2025 Comprehensive Economic Development Strategy.” (See Annex C.)

⁴ Community Impact Newspaper, “Staffing shortages continue to plague a variety of industries...,” October 4, 2021,

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Workforce Solutions Rural Capital Area

Worker Skill Needs: As described in Section 4A, this project will equip workers with the technical and non-technical skills that employers need. A search of the most requested skills across all 15,000 active job postings in the RTI database not only validated the chosen sectors but also provided a clear view of what future training programs should focus on. While a bachelor’s degree was highly requested, the time involved in this degree means it is beyond the scope of REINVEST to provide, and we focus instead on skills and credentials that can be completed withing the project timeline.

In-Demand Skills			
Technical Skills			Non-Technical Skills
Skilled Trades <ul style="list-style-type: none"> ● Tractor-Trailer Trucks ● Plumbing ● Ability to Lift 41-50 lbs ● Ability to Lift 51-100 lbs 	Healthcare <ul style="list-style-type: none"> ● Health/Wellness ● Long-Term Care ● Nursing ● Medication Admin. ● Pediatrics ● Medical Terminology ● Patient Care 	Finance & IT <ul style="list-style-type: none"> ● Microsoft Office / Outlook / Excel / Word ● Personal Computers ● Keyboarding/Typing ● Information Security 	<ul style="list-style-type: none"> ● Work Ethic / Reliable ● Flexible / Adaptable ● Communication ● Teamwork ● Detail Oriented / Organized ● Interpersonal Skills ● Customer Service ● Problem Solving ● Self-Motivated

Target participants served: This project will prioritize historically underserved populations including immigrants, women, and low-income individuals. See Section 4e for more information on the Target Demographics, Regional Need, and Strategies.

3c. CEDS Alignment

CEDS Alignment: The Capital Area Council of Governments (CAPCOG) serves as the Economic Development District for Region 12 which includes the RCA. CAPCOG manages the region’s Comprehensive Economic Development Strategy (CEDS) and REINVEST has made sure to align with the 2020-2025 CEDS (See Annex C for a Letter of Support from CAPCOG). The CEDS prioritizes regional resilience, entrepreneurship, infrastructure, and workforce development. REINVEST will advance these priorities by facilitating collaboration between employers, trainers, and workers, expanding training access in high-growth industries, elevating small businesses as employer partners, and facilitating broadband access. It will also prioritize workers from historically underserved groups (see section 3b) in clear alignment with CEDS’s acknowledgement that racial disparities “limit the region’s ability to achieve its full economic potential.”⁵ A key aspect of collaboration will also include leveraging other federal and non-federal funding sources further explained in Section 4c.

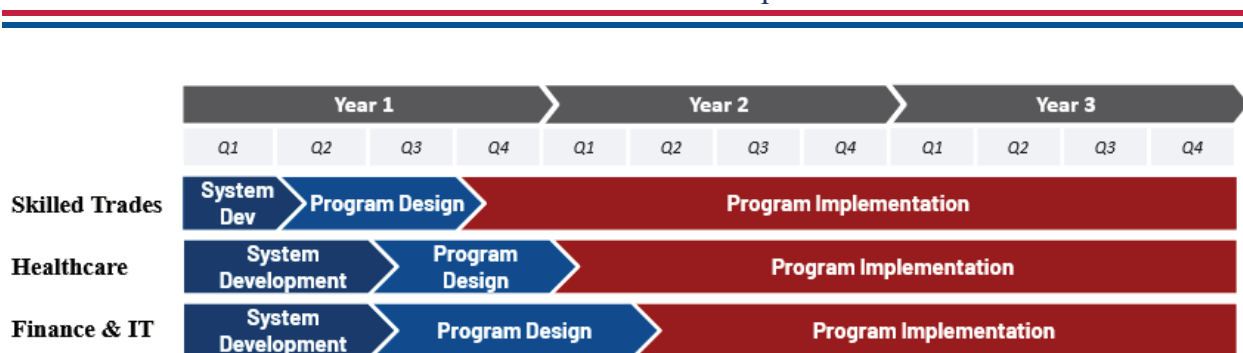
SECTION 4: IMPACTS OF THE REGIONAL WORKFORCE TRAINING SYSTEM

4a. Project Components

This project will include all three project phases, but different sectors will operate on different timelines given the strength of their existing workforce training systems. For example, ST has a comparatively strong network of training partners, training models, and employer commitments and will move into program implementation within 9 months of project award. FIT occupations have yet to build out their training programs and fully mobilize employers so their system development and program design phased will be longer (see figure below). For specific activities and benchmarks envisioned in each phase, see Section 5b.

⁵ Capital Area Council of Governments, “2020-2025 Comprehensive Economic Development Strategy.” (See Annex C.)

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Workforce Solutions Rural Capital Area



REINVEST has great potential to capitalize on specific opportunities facing the region and also tackle structural challenges. Many of these are outlined in Section 3a above. They include the opportunity presented by an influx of new residents and larger businesses as well as the ability to tackle the persistent disconnect between employer skill needs and locally available training opportunities. The disproportionately higher barriers that some population groups experience to workforce development opportunities is addressed as well.

While WSRCA operates many workforce development programs including the RHI, these efforts do not sufficiently meet employer needs for qualified workers. More importantly, the existing efforts have not involved building a local system that comprehensively connects industry, strategic, and community partners. While BOs have started building ST workforce development systems in their respective areas by engaging one employer at a time, plumbing and electrician training programs are just now getting started and other ST occupations aren't included at all. No workforce training system for FIT exists. While REINVEST will leverage these other efforts – especially the RHI – the employer demand is sufficiently high that REINVEST services and training programs will complement rather than duplicate other efforts.

Factors that contribute to the region’s workforce challenges: Industry needs in the RCA are shifting quickly. Mining, oil, and gas—once the lifeblood of local economies in Bastrop and Lee counties—has dwindled by 20% over the past five years, spurred by a 2017 coal mine closure. ST, HC, and FIT occupations are accelerating, with an estimated 5-year demand of over 15,000 jobs in the related Career Technical Education (CTE) clusters, according to JobsEQ data. Comparatively lower levels of educational attainment are another barrier for workers to access high-quality jobs. According to the 2020 Census, only 21% of people have a bachelor’s degree or higher in RCA, compared to 50% in Travis County and 38% nationally. While many training partners have been identified for REINVEST, a lack of training equipment and facilities make it hard for them to run trainings locally which means students must travel—sometimes 100 miles in a day—to attend training in neighboring counties. Leveraging HC and ST employers’ spaces for training has started showing promise in a few instances but this approach has not yet been built to scale across occupations and the region. The lack of broadband impedes remote work and online learning: 20-30% of households in RCA lack broadband access compared to 13% in neighboring Travis County.⁶ The comparatively higher cost per worker trained is also a challenge. Since employers in the RCA are generally small, they only hire 1-5 workers at a time which means development practitioners must therefore invest a lot of time and effort to engage dozens of employers as participants in the program while more urban centers may be able to rely on fewer, larger employers or employer associations. The total number of jobs that can be committed in a rural area with a total population of 205,000 is also much lower compared to

⁶ Capital Area Council of Governments, “2020-2025 Comprehensive Economic Development Strategy.” (See Annex C.)

EDA-HDQ-ARPGJ-2021-2006964: FY 2021 ARPA Good Jobs Challenge
Workforce Solutions Rural Capital Area

more populated, urban centers with populations in the millions. For these reasons, rural communities are de facto underserved since they are often passed over in favor of geographies that can secure more jobs overall and provide a greater cost per job ratio for funders.

Factors that contribute to the region’s workforce strengths: The broader Austin region has led the state and nation in population growth.⁷ The RCA, in particular, is resilient, community-centered and equipped to efficiently mobilize investments. ST and HC pilot training programs exist on a small scale, demonstrating strong partnerships, execution, and the potential to scale. The HDJT grant in Burnet and Llano counties is training 22 workers in plumber and medical assistant roles, and includes a DOL-sponsored Registered Apprenticeship Program, and RHI is helping to meet some (but not all) of the need for nurses and other healthcare jobs. SWTC recently opened a new HC and ST training facility which is ready to accept new students. Across the three sectors, 12 training partners (See Section 2b) stand ready and willing to develop, scale and implement training programs in each of the priority occupations, in many instances bringing courses locally to RCA that previously only existed in urban centers. All 38 employers have also committed to providing requisite training, equipment and hands-on learning opportunity for workers supported by REINVEST (see Annex B for analysis of supports offered by employers).

4b. Alignment with EDA

Alignment with recovery and resilience investment priorities: This project aligns with EDA’s Recovery and Resilience investment priorities as it supports economic diversification in counties that have experienced shocks. This region has faced several recent natural disasters, including fires, floods, an ice storm, a hurricane, and the pandemic. Previous industry anchors in the economy such as mining, coal and gas are waning. Throughout the pandemic, hospitality and tourism were decimated here as elsewhere across the globe. As explained in Section 3c, Employers in ST, HC, and FIT sectors have struggled to find talent to sustain or expand their businesses. Investing in these sectors will diversify the economy and strengthen the region against future shocks.

Alignment with other EDA Priorities: This project aligns with EDA’s equity priority by prioritizing traditionally underserved populations and communities within geographies that have been systematically denied a full opportunity to participate in aspects of economic prosperity. It aligns with EDA’s Workforce Development, Technology, and Environmental Sustainability priorities by bridging workforce strategies and employer needs, building the region’s technological capacity, and supporting skills needed for clean energy jobs. In particular, increasing workers in the IT field and many of the ST occupations will build talent likely to be needed by clean energy employers like Tesla and a new solar farm being built in the area.

4c. Number and Type of Jobs

Income Gains and New Jobs: Completion (C) and placement (P) numbers are projected from the actual results of similar programs. Expected total annual incomes from 777 jobs is over \$37.5M and expected annual income gain (increase in incomes based on “prior level jobs”) of \$14.4M. Based on project plans and program durations, REINVEST will place about 300 workers in jobs in Year 1 and Year 2 and an additional 477 workers in Year 3. The table below outlines occupations and estimates of recruitment (R), C and P. Third Sector will work with WSRCA and BOs to engage employers to align on a definition of a “quality job” that includes competitive wages and benefits and will prioritize employers able to make this commitment.

⁷ CAPCOG General Assembly, September 2021, based on 2020 Census

EDA-HDQ-ARPGJ-2021-2006964: FY 2021 ARPA Good Jobs Challenge
Workforce Solutions Rural Capital Area

Job Type (Occupation)	Need (Projected Jobs – PJ) ⁸	Participants Recruited, Completed & Placed)	Impact (Projected Annual Income - PAI / Income Gains – IG) ⁹
SKILLED TRADES – 166 job commitments across 25 employers and employer associations			
Residential Plumber	308 PJ	96 R, 82 C, 77 P	PAI: \$39K; IG from Plumber Helper: \$16K
Residential Electrician	349 PJ	52 R, 44 C, 42 P	PAI: \$49K; IG from Electrical Assembler: \$13K
Certified HVAC Tech	179 PJ	71 R, 60 C, 54 P	PAI: \$42K; IG from Electrician Helper: \$16K
Welder	207 PJ	36 R, 31 C, 29 P	PAI: \$41K; IG from Team Assembler: \$14K
Commercial Driver	662 PJ	200 R, 180 C, 162 P	PAI: \$39K; IG from Light Truck Driver: \$17K
Construction Manager	267 PJ	60 R, 54 C, 49 P	PAI: \$77K; IG from Supervisor: \$14K
HEALTHCARE – 127 job commitments across 8 employers and employer associations			
Licensed Vocational Nurse (LVN)	169 PJ	75 R, 68 C, 62 P	PAI: \$46K; IG from Phlebotomist: \$17K
Registered Nurse (RN)	285 PJ	65 R, 59 C, 53 P	PAI: \$68K; IG from LVN: \$22K
Behavioral Health Counselor	113 PJ	30 R, 26 C, 24 P	PAI: \$45K; IG from Community Health Worker: \$22K
Allied Health Technician ¹⁰	261 PJ	45 R, 41 C, 36 P	Average PAI: \$39K; IG from Medical Assistant: \$10K
FINANCE & IT – 55 job commitments across 13 employers and employer associations			
IT Occupations ¹¹	240 PJ	95 R, 86 C, 81 P	Average PAI: \$64K; IG from IT Support: \$34K
Bookkeeping Clerk	404 PJ	100 R, 80 C, 68 P	PAI: \$35K; IG from Data Entry: \$14K
Accountant & Loan Processor/Auditor	347 PJ	55 R, 44 C, 40 P	PAI: \$61K; IG from Bookkeeping Clerk: \$26K

Target Demographic Breakdown: At least 50% of recruitments, completions, and placements will be people with low incomes (below 200% federal poverty level or eligible for programs such as SNAP, WIC, TANF). At least 33% of recruitments, completions, and placements will be people who reflect other characteristics that increase the probability of facing barriers and being underserved. These include 1) immigrants, 2) people of color, 3) individuals with conviction history or in recovery or 4) women entering a ST or FIT occupation. Given the supports envisioned for underserved populations, REINVEST will aim for equal completion and placement rates for these populations as for the general population.

⁸ Projected Jobs (PJ) represents 5-Year Demand (Jobs EQ data). See Employer Needs Table in Annex A for more information.

⁹ PAI are developed from projected median wages in JobsEQ data for the 6 counties. Projected IGs are developed from the projected median or entry level wages (as appropriate) of prior jobs. Prior jobs are based on the career lattices in the 2019 RCA report “The Future is Ahead of You” and WSRCA experience.

¹⁰ Allied Medical Technician includes 11 possible occupations as defined by Bureau of Labor Statistics carrying unique Standard Occupational Classification (SOC) codes. They range from Phlebotomist to Paramedic and Physician Assistant.

¹¹ IT Occupations similarly include 6 possible occupations with unique SOC codes and ranging from Computer Network Support Specialist to Information Security Analyst and Computer User Support.

EDA-HDQ-ARPGJ-2021-2006964: FY 2021 ARPA Good Jobs Challenge
Workforce Solutions Rural Capital Area

Plan for measurement and tracking of key outcomes and metrics: Building from the job placement and demographic breakdown goals identified above, Third Sector will work with WSRCA and the BOs to establish clear metrics at the input, output, outcome and impact levels; assess the accuracy, frequency, and relevance of potential data sources; establish a data collection strategy built on WSRCA’s DocuWare platform; develop bidirectional feedback loops with workers and employers; and sketch an initial continuous improvement and learning process. Through this effort, REINVEST will be well equipped to routinely capture and review performance and use quantitative and qualitative data to revise operational, programmatic and administrative procedures. Once project data is collected, WSRCA will cross-reference individual participants with the Workintexas.com (WIT) platform which houses all of Texas’ state employment data, thereby enabling REINVEST to track short as well as longer term outcomes related to education, employment and wage earnings.

Leveraging additional resources: REINVEST will align with current or proposed investments as described in Section 5c and utilize other initiatives and coalitions defined in Sections 1b, 2a, and 2b to support development, design and implementation. In total, we expect to leverage \$4,843,586 in additional resources summarized by stakeholder below.

WSRCA	Western (WNI)	Eastern (SWTC)
Explore co-enrollment and supports administered by other programs including WIOA, Childcare and Development Block Grant (CCDBG), and discretionary grants from federal, state, and philanthropic sources	Leverage training infrastructure developed with support from other sources including Marble Falls, Burnet, and Llano EDCs, HCBA, and Texas Workforce Commission.	Utilize three no-cost facilities from SWTC partners and leverage training infrastructure developed with support from various foundations as well as the City of Smithville and Bastrop County.
Third Sector Capital Partners	Third Sector will offer three months of pro-bono TA	

4d. Project Achievability

Examples of this solution achieving outcomes, research, and groundwork: WSRCA has collaborated with the BOs on several workforce efforts. The REINVEST sectoral partnership model mirrors the place- and sector-based approach that WSRCA applies in its WIOA Title 1 activities as well as the RHI (HC) and HDJT (ST) pilot programs. The FIT programs will build upon a successful partnership between WSRCA and CyberDefenses, which provided online security training in Texas for 26 organizations and 112 individuals across 16 classes.

Feasibility: REINVEST is feasible within the grant period and budget for three distinct reasons:

1. Efficient organization: The place- and sector-based approach enables BOs to effectively engage and mobilize local employers, training and support providers and workers.
2. Realistic projection of employment targets: Employment targets are based on the track record of WSRCA programs, results of similar region programs, employer commitments, stakeholder input, and regional economic planning priorities (See Section 3b and 4c).
3. Third Sector TA: Since 2011, Third Sector has helped 40 communities and clients achieve equity and performance goals while adhering time and budget parameters.

4e. Target Demographics of Participants

Core to REINVEST’s equity strategy is the goal to build economic opportunities for people in rural communities who have historically been underserved by economic development projects and business investments. The project will also focus on the subpopulations listed in the table below. Based on stakeholder consultations, these subpopulations experience disproportionately

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Workforce Solutions Rural Capital Area

lower access and higher barriers to training opportunities, more economic hardship, and higher likelihood of workplace discrimination. Below are descriptions of each group’s situation in the RCA or across broader areas where relevant.

Low-income, SNAP, TANF, WIOA	In recovery or with conviction history	Immigrants and people of color (POC)	Women
Rationale			
<p>11% Residents in poverty</p> <p>15% Residents uninsured</p>	<p>16K Residents with SUD</p> <p>65% Increase in pretrial incarceration since 2000</p>	<p>33% Latino/Hispanic</p> <p>9% Foreign Born</p>	<p>4x as many women left the U.S. labor force as men</p> <p>31% Children living with single-parent - often mother</p>
Strategies			
Provide housing, transportation, internet, and cost of education supports as described in Section 5C.	Referrals to enroll in Behavioral Health Counselor trainings as appropriate. Embed fair chance hiring topics in employer engagement. Use Checkr.com for limited background checks.	Explore integrated language and training approaches with providers. Work with partners who successfully engage POC (e.g. ACC: 34% Hispanic and 25% non-white).	Childcare supports as described in Section 5C. Referrals to Christian Business Women, which prepares women for the workplace.

Plan for ensuring that benefits are shared: Supported by Third Sector, the Team will track and review results quarterly to address and problem-solve disparities in access or outcomes (See Section 4c for metrics). The Team is well-poised to recruit workers from target demographic groups through partnerships with experienced providers who serve workers facing barriers, including POC-owned training providers such as Central Texas Allied Health Institute (CTAHI).

Project Impact on Communities: This project will directly benefit 777 workers and 100+ employers. It will indirectly benefit nearly 3,000 family members of the workers; and over 60,000 community members desperate for healthcare.¹² See Section 4c for projected annual income gains (\$38M). The multiplier effect of dollars changing hands several times before leaving the community will help to sustain the wider population.

SECTION 5: FUNDING REQUEST, PROGRAM DESIGN AND IMPLEMENTATION

5a. Estimated funding request

The Team has built a bottom-up budget based on historic costs for similar trainings in ST and HC occupations as well as provider estimates for expanding their trainings to more locations in the RCA. Given the focus on workers experiencing barriers, the budget also includes reasonable costs for wraparound supports not covered by other sources. WSRCA and the BOs have included necessary administrative costs to effectively run the program while relying heavily on the TA offered by Third Sector to help ensure a continued focus on impact, equity and sustainability. In total, REINVEST is budgeted at \$12,087,373 which amounts to a cost per worker of \$15,556. This amount includes \$496,656 for System Development, \$993,312 for Project Design and \$10,597,405 for Implementation. The Team is also offering \$4,843,586 in leverage as described in Section 4c. A full description and breakdown of costs is included in the Budget Narrative.

5b. Anticipated System Development, Program Design, Program Implementation projects

As visualized in Section 4a, REINVEST is applying for funding for all three project phases. As each occupation and sector completes the agreed upon activities and achieves the benchmarks laid out in table below, they will move on to the next phase.

¹² Workers + family members (about 3.5 people per family in Texas): 1,500. Estimating annually a nurse serves 500 patients and a counselor 300 clients, over 6Plu0,000 people could benefit from additional healthcare staff.

EDA-HDQ-ARPGJ-2021-2006964: FY 2021 ARPA Good Jobs Challenge
Workforce Solutions Rural Capital Area

Activities and Benchmarks by Phase		
System Development	Program Design	Program Implementation
<p>Activities:</p> <ul style="list-style-type: none"> • Validate occupations • Review data, measurement & learning strategies • Strengthen employer relations & confirm commitments • Engage worker organizations • Confirm training partners for each occupation in each region <p>Benchmarks:</p> <ul style="list-style-type: none"> • Secured employer commitments • Confirmed occupations & training partners 	<p>Activities:</p> <ul style="list-style-type: none"> • Collaboratively design training programs and models for each occupation in each region • Set up facilities and secure equipment • Align on outreach & recruitment strategies • Design wraparound support strategies <p>Benchmarks:</p> <ul style="list-style-type: none"> • Training program plans • Signed MOUs and funding subcontracts with training providers 	<p>Activities:</p> <ul style="list-style-type: none"> • Recruit & enroll participants • Facilitate trainings • Deliver supportive services • Regularly review data & adjust program as needed • Explore sustainability options <p>Benchmarks:</p> <ul style="list-style-type: none"> • Participants recruited, completed trainings & placed in jobs • Continuous improvement plan • Sustainability plan

5c. Anticipated Barriers, Mitigation Strategies and Sustainability

Barriers to participants will become barriers to project success. Therefore, individual training plans will include each participant's relevant support services. Potential barriers and mitigation strategies are included the table below:

Potential Barrier	Mitigation Strategy
Housing is expensive compared to wages	Provide cost of living stipend per month to participants (and evaluate effect on results). Partner with hotels for housing during in-person classes or on-the-job hours.
Lack of transportation options	Work with the Central Area Rural Transportation, Hill Country Transit, Uber, and local church vans to bring participants to sites. Cover personal transport costs (repairs, fuel).
Lack of affordable, quality childcare	Leverage the CCDBG to cover a full year of childcare for eligible families.
Cost of supplies; equipment availability	Provide scholarships for supplies. Engage employers to donate or support with procuring supplies and equipment.
Need for workers to start new businesses to fill labor market gaps	Leverage entrepreneurship program with Texas State University and small business services in Austin. Explore creating small business incubator programs with local Chambers of Commerce.
Lack of broadband access	Provide stipends for high-quality internet such as Starlink. Engage carriers through a Communications Coordination Group to explore expanding access to rural areas.
Possibility of toxic or discriminatory workplaces	Engage employer partners on skill-based fair hiring and quality jobs. Explore employer training program "Workplace Stability" to reduce turnover and improve employee relations.
Difficulty adapting to new jobs	Refer up to 130 select workers to "Getting Ahead in a Just Gettin' By World," to investigate how to develop resources to make change in their lives.
Course times and availability	Provide opportunities for night classes and expand transportation and childcare options to facilitate attendance, particularly for full-time workers (see above).
Complexity of enrollment process and coursework	Provide mentors for life-coaching, navigation, and completion support. For LVN and RN students, provide a health care education professional to clarify terms, address learning needs, and study habits for successful completion.

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Workforce Solutions Rural Capital Area

Ongoing support to workers: WSRCA’s service plan includes job search and matching through WIT, the state’s largest database of job postings; close collaboration with hiring employers; and dedicated case managers to facilitate connections between workers and employers. These efforts will be complemented by the Team’s navigation support staff, including mentors who stay connected for the first year after graduation. Partnering employers will also offer on-the-job training to qualify for credentials and build work experience as well as on-the-job mentoring. The project will also continue many of the supportive services listed above for 3-6 months after job placement to facilitate transition into self-sufficiency.

Sustainability of system: Planning for system sustainability will begin in the second year of the project. WSRCA will work with Third Sector to convene the BOs, employers, and community partners to identify and elevate opportunities to sustain occupation-specific training programs through other means once the REINVEST project ends. For example, local foundations such as the St. David’s Foundation and Episcopal Health Foundation in the Eastern area and Burnet and Llano EDCs in the Western area, have all supported BO’s training programs in the past and may be encouraged to do more as the regional workforce training system grows and becomes stronger as a result of REINVEST’s support. WSRCA will also sustain the relational infrastructure established under REINVEST by facilitating quarterly leadership meetings with the BOs, community leaders, and employers to discuss lessons and insights from the project that can be applied to other programs. Communication collateral including project highlights, impact briefs, lessons, and growth strategies will further solidify the project’s ability to spur and inform future workforce training efforts.

Alignment with other initiatives: Most supportive services align with current or proposed investments: new buildings by the Texas Housing Foundation will supply more housing, the Central Area Rural Transportation and Hill Country Transit provide reservation-based ridership programs, Smithville Chamber’s video training programs and networking opportunities, and the Texas State Small Business Development Office’s online monthly workshops will integrate into entrepreneurship programs. This project will scale and leverage the successful training models (e.g., plumbing and nursing) and providers (e.g., CTC and CTAHI) referenced in Section 4a. BCACH is working with local organizations (such as faith-based organizations) to create a Collective Impact Initiative that will continually engage workers to understand their hopes and needs, a model the Team will explore scaling to align worker and employer needs.

From: Stewart Burns
Sent: Wednesday, February 15, 2023 4:36 PM
To: jean@bastropedc.org
Subject: February 14 Meeting

Jean,

Thank you for the opportunity to visit with you regarding the potential of working together in providing professional trainings in Bastrop to help meet the high demand for trained workforce in the Bastrop market.

Per our discussion, funding is available in many different career pathways, and the SWTC will be more than happy to fund those programs. The only holdback is the need for facilities. As we discussed, Dental training is a pathway of need in Bastrop.

For example, the suite that is currently vacated next door to your office is a potential location to address this need. It was determined that renovations will be required to meet the requirements for the facility to qualify for Dental trainings.

We also discussed the need for additional facilities for other trainings, including Skilled Trades, Medical Certifications, Banking and Finance and IT.

The SWTC is soon to begin the next skilled trades classes located at the Riverbend Pavilion located at the LCRA Riverbend Park. This facility will house multiple classes, including HVAC, Electrical, Plumbing, Welding, and Construction trades is in the planning stages.

Classes are set to begin in April of this year.

During our conversation, I asked for assistance in the recruitment of potential trainees from Bastrop to attend classes in Smithville. I was informed that you, as a representative of the EDC, are on board to accept and are appreciative of what the SWTC can financially support for Bastrop in the way of trainings.

However, it is the opinion and desire of the "powers to be" of Bastrop that all training opportunities are to be conducted in Bastrop. It is also my understanding, and I would like to confirm that the Bastrop EDC will support the efforts of the SWTC program in any fashion but you are not allowed to send, assist in recruitment, or refer residents of Bastrop seeking trainings to Smithville.

It is the desire that the Bastrop EDC wants the potential workforce for the Bastrop market be trained in Bastrop to meet the needs of the growing workforce demand of the Bastrop area.

Again, I appreciate and enjoyed our discussion and I hope that the Bastrop EDC and the Smithville Workforce Training Center can work together in partnership to grow a viable and productive program meeting the needs of our growing workplace demands.

Stewart Burns
Director of Program
Smithville Workforce Training Center
512-581-1930





Agenda Item: 3.6

AGENDA MEMORANDUM

Meeting Date: May 15, 2023

Agenda Item: Discussion and possible action regarding an area development plan for the Bastrop Business and Industrial Park, including:

- A. A proposed area development plan for the lower segment of the Industrial Park and the surrounding area.
- B. A change to the scope of work included in a Professional Services Agreement between the BEDC and Doucet & Associates.
- C. The possible addition of CBD Engineering to the engineering work related to the Colorado Bend project and some industrial park items.

Prepared by: Sylvia Carrillo, ICMA-CM, CPM, City Manager & Interim Executive Director of the Bastrop Economic Development Corporation

At the joint City Council and BEDC meeting, both parties agreed to the previously approved and adopted neighborhood regulating plan (layout).

Doucet Engineering has been engaged in completing segments of the Industrial Park. A professional services contract in the amount of \$1.6M was approved on September 19, 2022 (see attached) for the design of the lower park segment which did not include what was in the previously adopted plan. The Doucet contract will need to be amended to include the additional work to complete the plan. Doucet has submitted a contract amendment in the amount of \$1.092M for the work. The amount seems excessive, and the Interim Executive Director has asked Doucet to review the proposal more closely to determine if any reduction is possible.

Additionally, the inclusion of the moving of the lift station and the service to the Colorado Bend project will add significant time to the completion of this project and the amount of time for reimbursement to the BEDC as businesses begin to tie on. CBD Engineering was the engineer of record for the Colorado Bend project and has been paid by the private developer for a larger portion of the engineering associated with the project. There appears to be some savings of both time and cost to allow CBD to complete that segment of the project.

This item was placed on the agenda for possible action in the interest of time. Any amendments to the Doucet cost as attached here, or an alternative by CBD, will be sent to the board and posted for the public to review, inspect, and comment under separate cover.

Attachments:

- Originally approved Doucet contract (Sept. 2023) – Resolution 2022-0009
 - Amended Doucet scope of work and contract.
-

Recommendation – Review the Doucet contract for possible approval.



**CITY OF BASTROP ECONOMIC DEVELOPMENT
CORPORATION**

STANDARD PROFESSIONAL SERVICES AGREEMENT

THE STATE OF TEXAS §
 §
BASTROP COUNTY §

This Professional Services Agreement (“Agreement”) is made and entered by and between the City of Bastrop Economic Development Corporation (the “BEDC”), a Texas non-profit industrial development corporation, and Doucet & Associates, Inc. (“Professional”).

Section 1. Duration.

This Agreement shall become effective upon execution by the BEDC and shall remain in effect until satisfactory completion of the Scope of Work unless terminated as provided for in this Agreement.

Section 2. Scope of Work.

- (A) Professional shall perform the Services as more particularly described in the Scope of Work attached hereto as Exhibit “A”. The work as described in the Scope of Work constitutes the “Project”. Unless otherwise provided in the Scope of Work, the anticipated submittal of all Project deliverables is immediately upon completion of the Project.
- (B) The Quality of Services provided under this Agreement shall be performed with the professional skill and care ordinarily provided by competent Professionals practicing in the same or similar locality and under the same or similar circumstances and professional license, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent Professional holding the same professional license.
- (C) The Professional shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- (D) The Professional may rely upon the accuracy of reports and surveys provided to it by the BEDC except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

Section 3. Compensation.

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

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

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

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

Section 5. Time of Completion.

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

Section 6. Insurance.

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

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

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

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

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

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

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

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

Section 7. Miscellaneous Provisions.

- (A) *Subletting.* The Professional shall not sublet or transfer any portion of the work under this Agreement or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by the BEDC, which approval shall not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of the BEDC in the subletting of any work shall not relieve the Professional of any responsibility for work done by such subcontractor.

- (B) *Ownership of Documents.* Upon completion or termination of this Agreement, all documents prepared by the Professional or furnished to the Professional by the BEDC shall be delivered to and become the property of the BEDC. All drawings, charts, calculations, plans, specifications and other data, including electronic files and raw data, prepared under or pursuant to this Agreement, shall be made available, upon request, to the BEDC without restriction or limitation on the further use of such materials; PROVIDED, HOWEVER, THAT SUCH MATERIALS ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY THE BEDC OR OTHERS. ANY REUSE WITHOUT PRIOR VERIFICATION OR ADAPTATION BY THE PROFESSIONAL FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE BEDC'S SOLE RISK AND WITHOUT LIABILITY TO THE PROFESSIONAL. Where applicable, Professional shall retain all pre-existing proprietary rights in the materials provided to the BEDC but shall grant to the BEDC a non-exclusive, perpetual, royalty-free license to use such proprietary information solely for the purposes for which the information was provided. The Professional may, at Professional's expense, have copies made of the documents or any other data furnished to the BEDC under or pursuant to this Agreement.
- (C) *Professional's Seal.* To the extent that the Professional has a professional seal, it shall be placed on all documents and data furnished by the Professional to the BEDC. All work and services provided under this Agreement will be performed in a good and workmanlike fashion and shall conform to the accepted standards and practices of the Professional's industry. The plans, specifications and data provided by Professional shall be adequate and sufficient to enable those performing the actual work to perform the work as and within the time contemplated by the BEDC and Professional. The BEDC acknowledges that Professional has no control over the methods or means of work nor the costs of labor, materials or equipment. Unless otherwise agreed in writing, any estimates of costs by the Professional are for informational purposes only and are not guarantees.
- (D) *Compliance with Laws.* The Professional shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, workers compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Professional shall furnish the BEDC with satisfactory proof of compliance.
- (E) *Independent Contractor.* Professional acknowledges that Professional is an independent contractor of the BEDC and is not an employee, agent, official or representative of the BEDC. Professional shall not represent, either expressly or through implication, that Professional is an employee, agent, official or representative of the BEDC. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Professional.
- (F) *Non-Collusion.* Professional represents and warrants that Professional has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the BEDC under this Agreement. Professional further agrees that Professional shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the BEDC pursuant to this Agreement) for any of the

services performed by Professional under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Professional, Professional shall immediately report that fact to the BEDC and, at the sole option of the BEDC, the BEDC may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Professional under or pursuant to this Agreement.

- (G) *Force Majeure.* If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.
- (H) In the case of any conflicts between the terms of this Agreement and wording contained within the Scope of Services, this Agreement shall govern. The Scope of Services is intended to detail the technical scope of services, fee schedule, and contract time only and shall not dictate Agreement terms.

Section 8. Termination.

- (A) This Agreement may be terminated:
- (1) By the mutual agreement and consent of both Professional and BEDC;
 - (2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;
 - (3) By the BEDC, immediately upon notice in writing to the Professional, as consequence of the failure of Professional to perform the services contemplated by this Agreement in a timely or satisfactory manner;
 - (4) By the BEDC, at will and without cause upon not less than thirty (30) days written notice to the Professional.
- (B) If the BEDC terminates this Agreement pursuant to Section 5 or subsection 8(A)(2) or (3), above, the Professional shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those services that have been timely and adequately performed by the Professional considering the actual costs incurred by the Professional in performing work

to date of termination, the value of the work that is nonetheless usable to the BEDC, the cost to the BEDC of employing another Professional to complete the work required and the time required to do so, and other factors that affect the value to the BEDC of the work performed at time of termination. In the event of termination that is not the fault of the Professional, the Professional shall be compensated for all basic, special, and additional services actually performed prior to termination, together with any reimbursable expenses then due.

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

For Professional Liability Claims, Professional shall be liable for reasonable defense costs incurred by Indemnitees but only after final adjudication and to the extent and percent that Professional or Professional's agents are found negligent or otherwise at fault. As used in this Agreement, final adjudication includes any negotiated settlement and release of claims, without limitation as to when a negotiated settlement and release of claims occurs. The Professional's liability under this Agreement is limited to a maximum of \$2,000,000.

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

another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

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

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

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

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

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

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

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

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

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

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

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

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

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

EXECUTED on this the 19 day of SEPTEMBER, 2022.

BEDC:
By: [Signature]
Name: RON SPENCER
Title: CHAIR BEDC

PROFESSIONAL:
By: [Signature]
Name: John Doucet
Title: Executive Vice President

ADDRESS FOR NOTICE:
BEDC:
City of Bastrop Economic Development Corporation

PROFESSIONAL:
Doucet & Associates, Inc.

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

Attn: John Doucet
7401B Highway 71 West, Suite 160
Austin, TX 78735

With a copy to:

BEDC Attorney
City of Bastrop Economic Development
Corporation
Attn: Charles E. Zech
2517 N. Main Avenue
San Antonio, Texas 78212

Exhibit “A”
SCOPE OF WORK

**DOUCET**

7401B Highway 71 West, Suite 160

Austin, TX 78735

Office: 512.583.2600

Fax: 512.583.2601

Doucetengineers.com

June 24, 2022 (Original)

July 25, 2022 (Revision 1)

August 22, 2022

Ms. Jean Riemenschneider
Bastrop Economic Development Corporation
301 Highway 71 West, Suite 214
Bastrop, Texas 78602

Phone: (512) 332-8870

**Re: Proposal for Professional Engineering Services
Bastrop EDC Industrial Park
Bastrop, Bastrop County, Texas**

**Proposal: Technology and Jackson Street extension
DS 2014-005**

Dear Ms. Riemenschneider,

Doucet & Associates, Inc. (Doucet) is pleased to submit this proposal for professional services for the above referenced project.

Attached to this letter proposal are the Scope of Services and Compensation, Opinion of Probable Cost for Design and Construction of all required infrastructure improvements associated with the development of the southern portion of the Bastrop Industrial Park. Those improvements include water, wastewater, drainage, subsurface utility engineering and geotechnical. Additionally, we will assist the City with coordination with Franchise Utilities (Electric and Gas) if needed.

If our proposal is accepted, we will follow up with a signed PSA. If you have any questions regarding this proposal and the attachments, please feel free to contact me.

Doucet proposes to complete the scope of services a fee not to exceed \$1,618,403. Compensation for our services will be based on a time and material not to exceed \$1,618,403. Doucet will invoice monthly for only services (Time and Material) rendered. We can provide documentation to support our invoices upon request.

We appreciate the opportunity to provide this proposal and look forward to working with you and the rest of your team.

Sincerely,

David T. Speicher, PE, ENVSP

Director of Transportation and Public Works

TBPE Firm# 3937

TBPLS Firm# 10105800

COMMITMENT YOU EXPECT.
EXPERIENCE YOU NEED.
PEOPLE YOU TRUST.



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SCOPE OF SERVICES

Based on our understanding of your needs at this time and the status of this project, we propose to provide the following specific services:

The project is for the design and construction management of the remainder of the southern portion of the Bastrop EDC industrial park. This includes the design of approximately 6,680 feet of roadway, 6,680 feet of water main, 8,180 feet of sanitary sewer (gravity), site grading, a lift station, and force main. Any changes to the Final Plat and/or drainage will be included in our submittals and are inclusive in our fees.

WORK TO BE PERFORMED

- Task 1. Project Management
- Task 2. Conceptual Roadway Design
 - 30 % DESIGN
- Task 3. Survey
- Task 4. Geotechnical
- Task 5. Subsurface Utility Engineering
- Task 6. Preliminary Design (60%)
- Task 7. Final Design (90%-100%)

1. PROJECT MANAGEMENT

Shall designate one Licensed Professional Engineer (Texas) to be responsible for the project management, and all communications with the Bastrop EDC and the City of Bastrop and its representatives.

1.1 External Meetings - 14 external meetings assumed:

- Attend a kickoff meeting and coordination/progress meeting with the Bastrop EDC and the City of Bastrop and its representatives and stakeholders, as necessary to communicate development of the project and design issues.
- Prepare agenda and sign-in sheets for external coordination/progress meetings conducted by Engineer.
- Prepare meeting minutes for review via email within three (3) business days of the external coordination/progress meeting conducted by the Engineer.
- Conduct internal coordination meetings as required to advance the development of the project.

1.2 Internal Team Meetings – As necessary



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- Conduct internal coordination meetings as required to advance the development of the project.
- Prepare meeting minutes, prepare meeting minutes and file in project folder.

1.3 QA/QC

- Provide Quality Assurance and Quality Control by ensuring procedures are monitored and executed through a system of standardized internal processes. Projects are subjected to weekly sit-down reviews through mandated Project Manager meetings. These meetings detail the status of the project to ensure that Quality Milestones are met. Quality compliance is monitored through a visual management system designed to easily identify critical check points. A Constructability Review is also performed by a senior construction manager to ensure that each project is designed in a cost effective, buildable, and sustainable manner.

1.4 Communication & Reporting:

- Prepare and maintain routine project record keeping including records of meetings.
- Correspondence and coordination will be handled through & with the concurrence of the GEC.
- Manage Project activities (including documenting emails, phone, and conference calls, maintain project files for the length of the project, meeting agendas, meeting minutes, and schedule meetings), direct Engineer's team/staff, correspond with the Bastrop EDC and the City of Bastrop and its representatives, and assist them and its representatives in preparing responses to Project-related inquiries.

1.5 ROW Update Meetings:

- Attend ROW coordination meetings as necessary to advance the development of the project.

1.6 Design Submittal Meetings:

- Conduct internal design review meetings, document, and make necessary corrections.
- Submit Designs and associated documents for external review.



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- Attend external design review meeting.

1.7 Prepare Monthly Progress Reports with Schedule and Invoicing:

- Submit monthly progress status reports to the board. Progress reports will include tasks completed, tasks/objectives that are planned for the upcoming periods, lists or descriptions of items or decisions needed from the Bastrop EDC and the City of Bastrop and its representatives. Subconsultant progress will be incorporated into the monthly progress report. A copy of the monthly progress report will be uploaded to ProjectWise.
- Prepare correspondence, invoices, and progress reports monthly in accordance with current City of Bastrop requirements.
- Maintain a project schedule indicating tasks, subtasks, critical dates, milestones, and deliverables.

DELIVERABLES:

- Monthly Invoices and Progress Reports
- Meeting Minutes, Sign-In Sheets, and Agendas
- Project Schedule

2. Conceptual Design 30%

2.1 Hydrologic/Hydraulic Modeling:

- Update/revise H&H models as necessary to ensure latest data and information are incorporated into the models. Models are complete but will be updated accordingly

2.2 Geometrics Design

- Prepare geometrics per City of Bastrop standards and design criteria including proposed cross sections, typical sections, roadway centerline, proposed drainage structures, direction of flow and number of travel lanes, intersecting streets, property boundaries and information, ROW and easement locations, preliminary pavement section, driveway locations, horizontal alignment data, profile data, identification of known utilities.

2.3 Drainage Computations and Drainage Area Map:

- Update/Revise drainage area maps delineating drainage area boundaries based on USGS topographic maps, local contour maps, and/or field survey data.



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- Update/Revise hydraulic calculations for the design of drainage structures on the project and inclusion in the plans.
- Provide final drainage system plan.

2.4 Construction Schedule / OPCC

- Provide construction schedule and Opinion Probable Construction Cost.

2.5 Final Plat

- Provide boundary layouts
- Update/Revise Final Plat for the entire property

DELIVERABLES:

- Design submittal including cost estimate.
- Final Plat deliverables (Replat)

3 SURVEYING

3.1 Right of Entry:

- Prepare and mail right of entry letters per the City's standard for the project team including geotechnical and environmental. Send a second follow up letter to non-responsive property owners.

3.2 Field Surveying:

- Survey the remaining roadway corridors at approximately 50-foot sections 80-feet on either side of the existing roadway centerline including identify existing landowners, deed recordation information, locate any utilities and trees 12" inch diameter and greater, locate property boundaries sufficient to re-establish ROW.
- Establish horizontal and vertical control and set temporary benchmarks.



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- Develop up to 7 easements
- Does not include survey for offsite utilities and only includes the area associated with the roadway extension.

DELIVERABLES:

- Right of Entry Letters, Follow Up Letters, and Executed Right of Entry Documents.
- Mapping in 2-D and 3-D MicroStation Files
- DTM of Proposed Corridor
- Easements

4 GEOTECHNICAL

Our geotechnical subconsultants will perform a site visit prior to the initiation of the fieldwork to assess site conditions and observe dimensions that may affect the execution of the work. Any variations noted during our site visit that would impact the work scope, schedule, and/or fee presented in this proposal will be communicated to the CLIENT.

Based on the limited information provided, we propose to drill the borings to assess subsurface conditions along the proposed alignment. We anticipate that all borings will be accessible to a truck mounted drill rig.

Borings will be in the field utilizing site features and/or a handheld, recreational grade, GPS locator. The borings will be drilled utilizing conventional geotechnical drilling methods. Samples will be taken using conventional split-spoon and Shelby tube sampling techniques. Where penetration into water bearing granular soils is required, rotary-wash drilling techniques will be used. Soil samples collected during the exploration will be screened in the field utilizing a Photo-Ionization Detector (PID) and a Combustible Gas Indicator (CGI). If readings from these devices indicate potential environmentally impacted material, field operations will be stopped, and the CLIENT will be contacted. Environmental drilling, testing, waste characterization, and/or consulting are not included in our scope of services. Representative portions of samples will be sealed and packaged for transportation to our laboratory. The boreholes will be terminated at the scheduled termination depth. Immediately following drilling activities, water level readings, if encountered and prior to implementation of rotary-wash drilling techniques, will be recorded for the open boreholes.



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5 SUBSURFACE UTILITY ENGINEERING

Our Subconsultant will perform SUE services for this project in general accordance with the recommended practices and procedures described in ASCE publication CI/ASCE 38-02 “Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data.” As described in the publication, four levels have been established to describe and depict the quality of subsurface utility information. The four quality levels are as follows:

Quality Level D (QL“D”) – Information obtained from existing utility records.

Quality Level C (QL“C”) – Surveyed data depicting visible above-ground features supplemented with QL“D” information.

Quality Level B (QL“B”) – Two-dimensional horizontal information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as “designating,” this level incorporates QL“C” information and provides horizontal positioning of subsurface utilities to within approximately 1.0 foot.

Quality Level A (QL“A”) – Three-dimensional horizontal and vertical information obtained through non-destructive vacuum excavation equipment to expose utilities at critical points. Also known as “locating,” this level incorporates QL“B” information and provides horizontal and vertical positioning of subsurface utilities to within approximately 0.05 feet.

Unless utilities are located, the site will utilize Quality Level B

6. PRELIMINARY DESIGN (60%)

Plans shall be prepared per City of Bastrop standards and criteria including applicable submittal requirements including cost estimate, checklists, hardcopies, CAD files, comment responses, design waivers/exceptions, general notes, quantities, updated design schedule, construction time determination.

6.1 Roadway Design (60%):

- Prepare horizontal and vertical alignment of the roadway and cross streets, existing and proposed typical sections, ultimate cross sections created at ultimate increments and at cross drainage structures.



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- Prepare project layout sheets that identify the project area and limits of work.
- Prepare Survey Data Sheets that clearly indicate benchmark locations and associated control information.
- Prepare Erosion Control sheets

6.2 Drainage:

- Design and detail storm sewer system, drainage outfalls, cross drainage structures, culverts, channels, roadside ditches, and erosion and sedimentation control.

6.3 Signage & Markings:

- Prepare signing and marking layout per Texas Manual of Uniform Traffic Control Devices (TMUTCD). Detail all non-standard signs or marking details as required for the project.

6.4 Traffic Control:

- If necessary - Prepare traffic control plan sequence of construction narrative, phase layout sheets, and detour layout as needed to direct traffic around construction activities per Texas Manual of Uniform Traffic Control Devices (TMUTCD).

6.5 Specifications

- Prepare draft specification list and compile specifications.

6.6 Estimate

- Prepare draft bid tabs with quantities and cost

DELIVERABLES:

- 60% PS&E Submittal

7 FINAL DESIGN

CONTINUATION OF DESIGN (90%, 100%, FINAL)



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7.1 Roadway Design:

- Prepare horizontal and vertical alignment of the roadway and cross streets, existing and proposed typical sections, ultimate cross sections created at ultimate increments, Erosion Control sheets and at cross drainage structures.
- Prepare project layout sheets that identify the project area and limits of work.
- Prepare Survey Data Sheets that clearly indicate benchmark locations and associated control information.

7.2 Drainage:

- Design and detail storm sewer system, drainage outfalls, cross drainage structures, culverts, channels, roadside ditches, and erosion and sedimentation control.

7.3 Signage & Markings:

- Prepare signing and marking layout per Texas Manual of Uniform Traffic Control Devices (TMUTCD). Detail all non-standard signs or marking details as required for the project.

7.4 Traffic Control:

7.5 Specifications

- Prepare draft specification list and compile specifications.

7.6 Estimate

- Prepare draft bid tabs with quantities and cost

DELIVERABLES:

- 90% -100% PS&E SUBMITTAL

Exhibit “B”
COMPENSATION



7401B Highway 71 West, Suite 160
 Austin, TX 78735
 Office: 512.583.2600
 Fax: 512.583.2601
 DoucetEngineers.com

Schedule A

Doucet Fee Schedule (2022)

<u>Personnel</u>	<u>Hourly Fee</u>	<u>Personnel</u>	<u>Hourly Fee</u>
Principal Engineer (PE)	\$275.00	Principal Surveyor (RPLS)	\$270.00
Senior Project Manager	\$260.00	Project Manager (RPLS)	\$230.00
Project Manager	\$220.00	Project Surveyor	\$160.00
Senior Project Engineer (PE)	\$205.00	Survey Specialist	\$140.00
Project Engineer III	\$185.00	Survey Technician	\$115.00
Project Engineer II	\$175.00		
Project Engineer I	\$160.00	GIS Specialist	\$150.00
Engineer Associate III	\$150.00	GIS Technician	\$115.00
Engineer Associate II	\$140.00	LiDAR Specialist	\$140.00
Engineer Associate I	\$125.00	LiDAR Technician	\$110.00
		Aerial Mapping Specialist	\$140.00
Sr. Construction Manager	\$170.00	Aerial Mapping Technician	\$110.00
Sr. Construction Inspector	\$165.00	Utility Specialist	\$135.00
Construction Manager	\$115.00	Utility Technician	\$105.00
Construction Inspector	\$110.00		
		Field Coordinator	\$155.00
Sr. Civil Technician	\$155.00	Field Specialist	\$120.00
Civil Technician	\$135.00	Crew of 1	\$120.00
Assistant Civil Technician	\$125.00	Crew of 2	\$165.00
		Crew of 3	\$220.00
Senior Planner (AICP)	\$210.00	Project Manager - Environmental	\$180.00
Project Planner	\$160.00	Environmental Specialist	\$140.00
Project Technical Lead	\$160.00	Environmental Technician	\$115.00
Staff Planner	\$140.00		
Planning Technician	\$115.00	Division Administrator	\$115.00
		LiDAR Scanner	\$110.00
Project Coordinator	\$125.00	Drone	\$645.00
Sr. Operations Assistant	\$115.00		
Engineering Intern	\$85.00	Ground Targets	\$30/ea.
Operations Assistant	\$80.00	Concrete Monuments	\$270/ea.
		ATV/Boat/Sonar	\$110/day
Expert Witness	\$550.00	Mileage	\$0.575/mile

Doucet reserves the right to periodically adjust our fee schedule.

DA 2022A

COUNTY: Bastrop

**PROGRAM ESTIMATE
BASTROP EDC PHASE 2**

TYPE: PAVING AND DRAINAGE CONSTRUCTION CONSISTING OF GRADING, CONCRETE PAVEMENT,
DRAINAGE STRUCTURES, SIGNING, EROSION CONTROL MEASURES, WATERMAIN, SANITARY SEWER AND LIFT STATION

LENGTH: FEET = 6,680.00
MILES = 1.27

LIMITS: JACKSON ST. LCRA EASMENT TO TECHONOLOGY ST- TECHONOLOGY DR. -PIPELINE EASEMENT TO PARCEL END

PREPARED BY: TYRONE HUTTON & DAVID SPEICHER

Date: 07/25/22

BID NO.	ITEM NO.	DESC NO.	SPEC NO.	DESCRIPTION	UNIT	QTY	PRICE	AMOUNT
1	100	6002		PREPARING ROW	STA	66.80	\$7,329.01	\$489,577.53
2	110	6001		EXCAVATION (ROADWAY)	CY	13660.00	\$7.67	\$104,772.20
3	132	6004		EMBANKMENT (FINAL)(DENS CONT)(TY B)	CY	20000.00	\$10.54	\$210,700.00
4	152	6001		ROAD GRADER WORK (ORD COMP)	STA	66.80	\$212.64	\$14,204.02
5	160	6003		FURNISHING AND PLACING TOPSOIL (4")	SY	16330.00	\$1.30	\$21,229.00
6	164	6035		DRILL SEEDING (PERM) (RURAL) (CLAY)	SY	16330.00	\$0.16	\$2,612.80
7	168	6001		VEGETATIVE WATERING	MG	328.00	\$13.06	\$4,282.04
8	169	6001		SOIL RETENTION BLANKETS (CL 1) (TY A)	SY	16330.00	\$0.99	\$16,166.70
9	216	6001		PROOF ROLLING	HR	0.65	\$82.81	\$53.83
10	260	6002		LIME (HYDRATED LIME (SLURRY))	TON	248.00	\$222.38	\$55,150.24
11	260	6079		LIME TRT (SUBGRADE)(6")	SY	41814.00	\$2.61	\$109,134.54
12	310	6005		PRIME COAT (AE-P)	GAL	8083.00	\$3.84	\$30,998.31
13	360	6001		CONC PVMT (CONT REINF - CRCP) (7")	SY	32329.00	\$147.70	\$4,774,831.66
14	464	6026		RC PIPE (CL V)(24 IN)	LF	210.00	\$146.00	\$30,658.95
15	467	6006		SET (TY I) (24 IN) (4: 1) (C)	EA	10.00	\$2,778.52	\$27,785.15
16	500	6001		MOBILIZATION	LS	1.00	\$280,000.00	\$280,000.00
17				BONDS AND INSURANCES	LS	1.00	\$141,835.00	\$141,835.00
18				CONSTRUCTION SURVEY	LS	1.00	\$141,835.00	\$141,835.00
19	506	6003		ROCK FILTER DAMS (INSTALL) (TY 3)	LF	45.00	\$57.72	\$2,597.40
20	506	6011		ROCK FILTER DAMS (REMOVE)	LF	45.00	\$10.34	\$465.08
21	506	6020		CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	83.00	\$25.18	\$2,089.94
22	506	6024		CONSTRUCTION EXITS (REMOVE)	SY	83.00	\$7.67	\$636.61
23	506	6038		TEMP SEDMT CONT FENCE (INSTALL)	LF	13360.00	\$2.96	\$39,478.80
24	506	6039		TEMP SEDMT CONT FENCE (REMOVE)	LF	13360.00	\$0.83	\$11,088.80
25	506	6041		BIODEG EROSN CONT LOGS (INSTL) (12")	LF	60.00	\$5.04	\$302.10
26	529	6007		CONC CURB & GUTTER (TY I)	LF	13360.00	\$23.05	\$307,948.00
27	531	6016		CURB RAMPS (TY 21)	EA	4.00	\$1,934.31	\$7,737.22
28	644	6001		IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	6.00	\$617.90	\$3,707.37
29	690	6040		INSTALL OF CONTROL CABINET(GRND MNT)	EA	3.00	\$12,629.00	\$37,887.00
30	6295	6001		DECORATIVE LIGHTING ASSEMBLY	EA	32.00	\$2,600.00	\$83,200.00
31	7017	6005		SANITARY SEWER (8IN) (PVC) (C900)	LF	8180.00	\$94.76	\$775,136.80
32	7017	6108		SANITARY SEWER LATERAL (6")(PVC)	LF	700.00	\$68.58	\$48,006.00
33	7017	6125		MANHOLE (SAN SWR)(48 IN)	EA	15.00	\$5,000.00	\$75,000.00
34	7017	6158		SANITARY SEWER CLEANOUT	EA	20.00	\$40.00	\$800.00
35	7049	6007		WATER MAIN PIPE (PVC) (12-IN)	LF	6680.00	\$132.00	\$881,760.00
36	7049	6011		FIRE LINES (6-IN)	LF	300.00	\$86.00	\$25,800.00
37	7049	6076		SERVICE LINE (SHORT SIDE) (1-1/2"TO 2")	EA	7.00	\$2,305.27	\$16,136.89
38	7049	6077		SERVICE LINE (LONG SIDE) (1-1/2"TO 2")	EA	7.00	\$4,799.01	\$33,593.07
39	7049	6084		TAPPING SLEEVE AND VALVE (8IN X 16IN)	EA	7.00	\$293.63	\$2,055.41
40	7049	6104		FIRE HYDRANT ASSEMBLY	EA	23.00	\$6,326.07	\$145,499.50
41	7049	6162		GATE VALVE (12 IN)	EA	7.00	\$3,000.00	\$21,000.00
42	7100	6032		3" SCH 40 PVC CONDUIT	LF	6680.00	\$25.00	\$167,000.00
43				SECONDARY SERVICE PEDESTAL	EA	9.00	\$1,200.00	\$10,800.00
44				6" ELECTRICAL RIGID CONDUIT SLEEVES	LF	6680.00	\$35.00	\$233,800.00
45				LIFT STATION 40 GPM	EA	1.00	\$350,000.00	\$350,000.00
PROJECT TOTAL								\$9,739,353
15% CONSTRUCTION CONTINGENCY								\$1,460,903
CONSTRUCTION COST								\$11,200,256
ENGINEERING & DESIGN SURVEY								\$1,460,903
GEOTECHNICAL								\$80,000
SUBSURFACE UTILITY ENGINEERING								\$60,000
7 EASEMENTS								\$17,500
TOTAL ENGINEERING COST								\$1,618,403
GRAND TOTAL (includes contengency)								\$12,818,659

Exhibit "C"

REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

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

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

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

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

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

City of Bastrop Economic Development Corporation

Attn: Executive Director

301 Highway 71 West, Suite 214

Bastrop, Texas 78602

Exhibit “D”
EVIDENCE OF INSURANCE

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/12/2021

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

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

Table with columns for PRODUCER (USI Southwest), CONTACT NAME, PHONE (713 490-4600), FAX (713-490-4700), INSURED (Doucet & Associates, Inc.), and INSURER(S) AFFORDING COVERAGE (Continental Casualty Company, Beazley Insurance Company, Inc., National Fire Insurance Co. of Hartford).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Main table listing insurance coverages: Commercial General Liability (Policy 2087785945), Automobile Liability (Policy 2087935018), Umbrella Liability (Policy B2087786089), Professional Liability (Policy C24DF3210401), and Workers Compensation/Employers' Liability.

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

Professional Land Surveyors, Inc.
Accusurve, Inc.
Earth Quest, Inc.

The General Liability policy(s) contain a blanket additional insured endorsement that provides additional insured status to the certificate when there is a written contract between the named insured and the (See Attached Descriptions)

Table with columns for CERTIFICATE HOLDER (Doucet and Associates Inc.) and 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: James E. Zimmerman).

DESCRIPTIONS (Continued from Page 1)

certificate holder that requires such status, but only in regard to work performed on or behalf of the named insured. The General Liability and Commercial Auto policy(s) contain a blanket waiver of subrogation endorsement that provides waiver of subrogation to the certificate holder when there is a written contract between the named insured and the certificate holder that requires such status, except where prohibited by law. The General Liability policy contains a blanket Primary and Non-Contributory endorsement in favor of the certificate holder when there is a written contract between the named insured and certificate holder that requires such status. The Umbrella policy is "follow-form" of the underlying General Liability and Commercial Auto Policy(s).

Description: ***FOR INFORMATION PURPOSES***

RESOLUTION NO. R-2022-0009**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION ENTERING INTO A PROFESSIONAL SERVICES AGREEMENT WITH DOUCET & ASSOCIATES FOR AN INFRASTRUCTURE PROJECT IN THE SOUTHERN UNDEVELOPED PORTION OF THE BASTROP BUSINESS AND INDUSTRIAL PARK; AUTHORIZING ALL NECESSARY ACTIONS, INCLUDING EXECUTION OF REQUIRED 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 is the current property owner of the majority of property ("Property") located in the Bastrop Business and Industrial Park; and

WHEREAS, after careful evaluation and consideration by the Board on August 15, 2022, it determined that a project proposing to design and construct targeted infrastructure and improvements ("Project") was necessary and suitable to promote or develop new or expanded business enterprises within the Bastrop Business and Industrial Park and, further, that such infrastructure is limited to permissible infrastructure as an authorized project pursuant to Section 501.103 of the Texas Local Government Code; and

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

WHEREAS, Doucet & Associates has proposed a Scope of Work for the preparation of construction plans, permitting and owner's representation during the construction of the Project.

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 hereby approves the terms of the Professional Services Agreement, attached hereto as Exhibit "A", between BEDC and the Developer.

SECTION 3. The Board authorizes the BEDC Board Chair to take all necessary actions, including the execution of all necessary and related documentation to finalize the agreement.

RESOLUTION NO. R-2022-0009

SECTION 4. This Resolution is effective upon passage.

DULY RESOLVED AND ADOPTED by the Board of Directors of the Bastrop Economic Development Corporation, this 19th day of September 2022.

BASTROP ECONOMIC
DEVELOPMENT CORPORATION



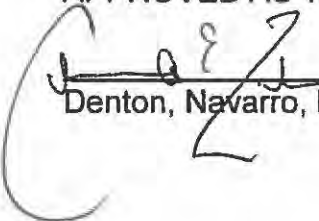
Ron Spencer, Board Chair

ATTEST:



Jenn Wahl, Board Vice Chair

APPROVED AS TO FORM:



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

RESOLUTION NO. R-2022-0009

EXHIBIT "A"

Professional Services Agreement by and between the BEDC and Doucet & Associates for services related to a Bastrop Business & Industrial Park Infrastructure Project

**CHANGE ORDER NO. 1
TO
RESOLUTION NO. R-2022-105**

PROJECT:

The project is for the design and construction of a Regional Lift Station, Force Main and Wastewater Main. It includes a 1.5 MGD Lift Station, approximately 4500 Linear Feet of Force Main and approximately 3500 Linear Feet of Wastewater Main.

This Change Order No. 1 to Resolution No. R-2022-105 is made pursuant to the terms and conditions of the City of Bastrop Economic Development Corporation Standard Professional Service Agreement, being approved on September 19, 2022 and by City Resolution No. R-2022-105 being approved on October 25, 2022 ("Contract") and entered into by and between City of Bastrop, Texas, a political subdivision of the State of Texas, (the "City") and Doucet and Associates, Inc. (the "Engineer").

WHEREAS, the City and the Engineer executed the agreement by Resolution dated effective October 25, 2022; and

WHEREAS, the City of Bastrop Economic Development Corporation approved the Professional Service Agreement dated effective September 19, 2022, and

WHEREAS, it has become necessary to amend, change and modify the Agreement.

AGREEMENT

NOW, THEREFORE, premises considered, the City and the Engineer agree that the Agreement shall be amended, changed, and modified as follows:

- I. The Services to be Provided by the Engineer that were set out in the original Attachment "A" of the Professional Service Agreement is hereby amended, changed, and modified as shown in the Attachment "A".

- II. The maximum amount payable for services under the Work Authorization is hereby increased from \$1,618,403 to \$2,710,470 and increase of \$1,092,067.

Except as otherwise amended by prior or future Change Orders, all other terms of the Professional Service Agreement are unchanged and will remain in full force and effect.

This Change Order does not waive the parties' responsibilities and obligations provided under the Contract.

IN WITNESS WHEREOF, the City and the Engineer have executed this Change Order, to be effective as of the date of the last party's execution below.

ENGINEER:

CITY:

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title

Title

Date

Date

LIST OF ATTACHMENTS

Attachment A – Additional Services to be Provided by Engineer

Attachment B – Additional Fee & Cost Estimate

Attachment C – Exhibit

ATTACHMENT A

May 10, 2023

Ms. Jean Riemenschneider
Bastrop Economic Development Corporation
301 Highway 71 West, Suite 214
Bastrop, Texas 78602

Phone: (512) 332-8870

**Re: Proposal for Professional Engineering Services Change Order # 1
Bastrop EDC Industrial Park
Bastrop, Bastrop County, Texas**

Proposal: For the Design of an Offsite Lift Station, Force Main, and Gravity Main

Dear Ms. Riemenschneider,

Doucet & Associates, Inc. (Doucet) is pleased to submit this proposal for professional services for the above referenced project.

Attached to this letter proposal are the Scope of Services and Compensation, Opinion of Probable Cost for Design and Construction of a 1.5 MGD Lift Station, approximately 4500 Linear Feet of Force Main and approximately 3500 Linear Feet of Gravity Main. Additionally, we will assist the City with coordination with Franchise Utilities (Electric and Gas) if needed.

If our proposal is accepted, we will follow up with a signed PSA. If you have any questions regarding this proposal and the attachments, please feel free to contact me.

Doucet proposes to complete the additional scope of services for a fee of \$1,092,067. This will increase our existing contract from \$1,618,403 to \$2,710,470. Compensation for our services will be based on a time and material will not to exceed \$2,710,470. Doucet will invoice monthly for only services (Time and Material) rendered. We can provide documentation to support our invoices upon request.

We appreciate the opportunity to provide this proposal for Change Order # 1 and look forward to working with you and the rest of your team.

Sincerely,



David T. Speicher, PE, ENVSP
Director of Transportation and Public Works

TBPE Firm# 3937, TBPLS Firm# 10105800

Additional Service

The additional services requested for this Change Order No. 1 includes the task listed below: Doucet and Associates will partner with Weston Solutions on the design.

Task:

1. Project Management
 - a. Coordination
 - b. Geotechnical
 - c. Subsurface Utility Engineering
 - d. QA/QC
 - e. Meetings, Communication and Presentations
2. Regional Lift Station (1.5 MGD)
 - a. Data Collection - Survey
 - b. Sizing (Professional Engineer Report)
 - c. Design
 - d. Construction
3. Force Main (Approximately 4500 Linear Feet)
 - a. Data Collection - Survey
 - b. Sizing
 - c. Design
 - d. Construction
4. Wastewater Main (Approximately 3500 Linear Feet)
 - a. Data Collection - Survey
 - b. Design
 - c. Construction

1. PROJECT MANAGEMENT

1.1 External Meetings – 6 additional external meetings assumed:

- Attend a kickoff meeting and coordination/progress meeting with the Bastrop EDC and the City of Bastrop and its representatives and stakeholders, as necessary to communicate development of the project and design issues.
- Prepare agenda and sign-in sheets for external coordination/progress meetings conducted by Engineer.
- Prepare meeting minutes for review via email within three (3) business days of the external coordination/progress meeting conducted by the Engineer.
- Conduct internal coordination meetings as required to advance the development of the project.

1.2 Internal Team Meetings – As necessary

- Conduct internal coordination meetings as required to advance the development of the project.
- Prepare meeting minutes, prepare meeting minutes and file in project folder.

1.3 QA/QC

- Provide Quality Assurance and Quality Control by ensuring procedures are monitored and executed through a system of standardized internal processes. Projects are subjected to weekly sit-down reviews through mandated Project Manager meetings. These meetings detail the status of the project to ensure that Quality Milestones are met. Quality compliance is monitored through a visual management system designed to easily identify critical check points. A Constructability Review is also performed by a senior construction manager to ensure that each project is designed in a cost effective, buildable, and sustainable manner.

1.4 Communication & Reporting:

- Prepare and maintain routine project record keeping including records of meetings.
- Correspondence and coordination will be handled through & with the concurrence of the GEC.
- Manage Project activities (including documenting emails, phone, and conference calls, maintain project files for the length of the project, meeting agendas, meeting minutes, and schedule meetings), direct Engineer's team/staff, correspond with the Bastrop EDC and the City of Bastrop and its representatives, and assist them and its representatives in preparing responses to Project-related inquiries.

1.5 ROW Update Meetings:

- Attend ROW coordination meetings as necessary to advance the development of the project.

1.6 Design Submittal Meetings:

- Conduct internal design review meetings, document, and make necessary corrections.
- Submit Designs and associated documents for external review.
- Attend external design review meeting.

1.7 Prepare Monthly Progress Reports with Schedule and Invoicing:

- Submit progress status reports to the board as requested. Progress reports will include tasks completed, tasks/objectives that are planned for the upcoming periods, lists or descriptions of items or decisions needed from the Bastrop EDC and the City of Bastrop and its representatives. Subconsultant progress will be incorporated into the monthly progress report. A copy of the monthly progress report will be uploaded to ProjectWise.
- Prepare correspondence, invoices, and progress reports monthly in accordance with current City of Bastrop requirements.
- Maintain a project schedule indicating tasks, subtasks, critical dates, milestones, and deliverables.

DELIVERABLES:

- Monthly Invoices and Progress Reports
- Meeting Minutes, Sign-In Sheets, and Agendas
- Project Schedule

2. CONCEPTUAL DDESIGN 30%

2.1 Professional Engineering Report

- **Data Collection & Review:** Collect data related to existing wastewater collection system, perform site reconnaissance, and lift station inspection, gather available record drawings to verify and document existing conditions.
- **Flow Development and Evaluation:** Includes confirming service area and design flows and review of existing flow monitoring data.
- **Evaluate proposed lift station site:** Evaluate accessibility, floodplain, community impacts, service connections, electrical power sources, and easements.
- **Assessment of Force Main and Evaluation of Construction Methods.**
- **Confirm pipe size, existing conditions, alignment and main routes and grades.** Also evaluate route for proposed force main.
- **Materials and Equipment Evaluation and Recommendations.** Includes evaluation of submersible pumps, pipes, valves, odor control, corrosion, performance and availability, safety, and control system.
- **Utility Coordination:** Determine if existing utility adjustment will be required to avoid conflicts.

- Prepare 30% Engineer's OPCC and Preliminary Engineering Report (PER).
- Address review comments & submit final PER.
- Conduct a field walk-through meeting with Public Works and Maintenance staff to obtain feedback from field staff and other necessary items.

3. SURVEYING

3.1 Right of Entry:

- Prepare and mail right of entry letters per the City's standard for the project team including geotechnical and environmental. Send a second follow up letter to non-responsive property owners.

3.2 Field Surveying:

- Topographic Survey of the EDC property, alignment for gravity line and force main. The survey includes identify existing landowners, deed recordation information, locate any utilities and trees 12" inch diameter and greater, locate property boundaries sufficient to re-establish ROW.
- Establish horizontal and vertical control and set temporary benchmarks.
- Develop up to 4 easements.

DELIVERABLES:

- Right of Entry Letters, Follow Up Letters, and Executed Right of Entry Documents.
- Mapping in 2-D and 3-D MicroStation Files
- DTM of Proposed Corridor
- Easements

4. GEOTECHNICAL

Our geotechnical subconsultants will perform a site visit prior to the initiation of the fieldwork to assess site conditions and observe dimensions that may affect the execution of the work. Any variations noted during our site visit that would impact the work scope, schedule, and/or fee presented in this proposal will be communicated to the CLIENT.

Based on the limited information provided, we propose to drill the borings to assess subsurface conditions along the proposed alignment. We anticipate that all borings will be accessible to a truck mounted drill rig.

RKCI will explore subsurface soil conditions by drilling 6 pipeline borings, and 1 lift station boring to approximate depths of 35 ft and 45 ft, respectively below the existing ground surface. The borings will be spaced about 500 ft. apart.

The borings will be advanced to their targeted completion depths utilizing a truck mounted drilling rig. Samples will be taken using conventional Shelby-tube and split-spoon sampling techniques. Representative portions of the samples will be sealed, packaged, and transported to our laboratory for subsequent testing and classification.

The borings will be backfilled utilizing auger cuttings and bentonite. The boreholes will then be patched with a similar asphalt covering. Samples collected will be retained in our laboratory for 30 days after submittal of the final geotechnical report.

5. SUBSURFACE UTILITY ENGINEERING

Our Subconsultant will perform SUE services for this project in general accordance with the recommended practices and procedures described in ASCE publication CI/ASCE 38-02 "Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data."

The scope of this proposal includes QL"B" SUE services along the proposed alignments of the gravity main, force main, and lift station in Bastrop Texas. TRG will attempt to designate utilities within a 50-foot corridor centered on the proposed gravity and force main alignments and it is assumed that the client will stake the proposed alignments prior to the mobilization of field work.

6. PRELIMINARY DESIGN (60%)

Plans shall be prepared per City of Bastrop standards and criteria including applicable submittal requirements including cost estimate, checklists, hardcopies, CAD files, comment responses, design waivers/exceptions, general notes, quantities, updated design schedule, construction time determination.

Conduct site visits to review field conditions, validate survey information. Hydraulic Analysis: Evaluate design flows and velocities under varying conditions. Evaluate selection of pumps, piping & valves, friction losses, detention/cycle time & efficiencies, ventilation and odor control and O&M provisions.

Determine construction methods for proposed improvements. Identify plan view solution to utility conflicts.

Prepare Civil, Mechanical and Structural Construction Drawings - 60% Submittal. Includes detailed construction sequencing, staging/spoils/access areas identification, grading plan, geotechnical bores on plans.

Electrical/Instrumentation Design Drawings & E/I&C Specifications. This effort includes coordination with electrical engineer. Includes preparation of P & ID sheets. Confirm compliance with Client lift station guidelines.

Contract Documents/Specifications. Includes development of draft special specifications, special provisions to standard specifications, and special conditions

Submit draft 60% Design documents.

DELIVERABLES:

- 60% PS&E Submittal

7. 90% DESIGN PHASE SERVICES

Prepare Civil, Mechanical and Structural Drawings - Update and revise 60% drawings including addressing all client comments.

Electrical/Instrumentation Design Drawings & E/I&C Specifications. This effort includes coordination with electrical engineer and City of Bastrop. Includes preparation of P & ID sheets. Confirm compliance with Bastrop lift station guidelines.

Contract Documents/ Bid Proposal/ Specifications. Includes development of special specifications, special provisions to standard specifications, and special conditions. Update contract documents to address all remaining comments.

Prepare 90% Design Plan deliverables, prepare 90% OPCC, submit draft 90% design documents, conduct a plans-in-hand field walk-through as needed to finalize design and address any Client review comments.

DELIVERABLES:

- 90% PS&E Submittal

8. 100 % DESIGN PHASE AND BID PHASE SERVICES

Coordinate with Client to finalize project plans and specifications (contract documents), advertisement and update schedule, Provide the final signed and sealed Electrical set of Plan Documents and Prepare final OPCC.

Prepare final construction implementation schedule. Prepare presentation and agenda for Pre-Bid meeting and complete Bid Opening. Prepare addenda, as required. Review and evaluate bids, Contractor's qualifications and references and provide recommendation.

DELIVERABLES:

- 100% PS&E Submittal
- Recommendation Letter
- Bid Tabs

9. CONSTRUCTION PHASE SERVICES

Attend and conduct Pre-Construction meeting, monthly construction progress meetings. Conduct periodic visit to the project site to review work being performed by the Contractor. (1 visits per month)

Review Contractor's monthly payment applications, project schedule, and provide recommendations for changes.

Review and evaluate shop drawings and submittals, Review and evaluate Requests for Information (RFIs), Support development of Requests for Proposals (RFPs) and Change Orders.

Conduct a final inspection of the project, record deficiencies, and report on the completion of the project.

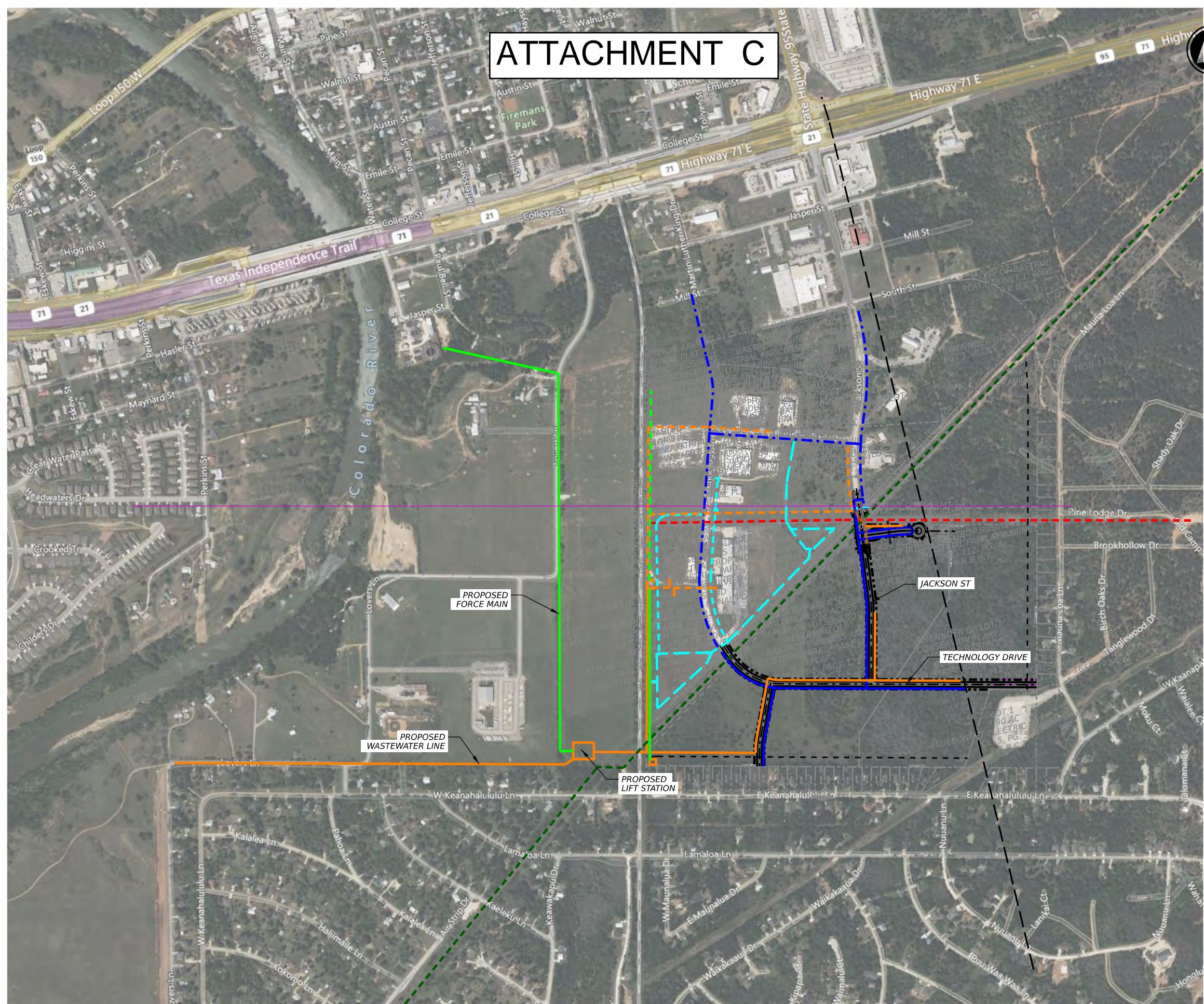
Prepare and provide Record Drawings

DELIVERABLES:

- Record Drawings

ATTACHMENT B					
Project Cost Estimate					
Regional Lift Station					
Force Main and Wastewater Main					
5/10/2023					
Item				Unit	
No.	Description	Quantity	Unit	Price	Amount
1	Mobilization	1	LS	10%	\$484,152
2	Prep ROW	1	LS	3%	\$141,015
3	10-inch PVC	3,500	LF	\$60	\$210,000
4	Trench Protection	1	EA	\$30,000	\$30,000
5	Casing Pipe 20-inch	3,500	LF	\$300	\$1,050,000
6	Video	3,500	LF	\$3	\$10,500
7	4-Foot Manhole	4	EA	\$10,000	\$40,000
8	Lift Station (1.5 MGD)	1	EA	\$2,800,000	\$2,800,000
9	Force Main	4,500	LF	\$60	\$270,000
10	Liftstation Earthwork	1	EA	\$150,000	\$150,000
11	Lift Station Site Improvements	1	EA	\$140,000	\$140,000
12	Lift Station/Force main Design Engineering	1	LS	\$532,567	\$532,567
13	Wastewater main Design Engineering	1	LS	\$310,000	\$310,000
14	Construction Engineering	1	LS	\$110,000	\$110,000
15	Geotechnical	1	LS	\$25,500	\$25,500
16	SUE	1	LS	\$22,000	\$22,000
17	Environmental (Phase 1)	1	LS	\$15,000	\$15,000
18	Tree Survey	1	LS	\$20,000	\$20,000
19	Design Survey	1	LS	\$45,000	\$45,000
20	Easements	4	LS	\$3,000	\$12,000
				Subtotal	\$6,417,734
				10% Contingency	\$641,773
				Total Estimated Construction Cost	\$7,059,507
	Total Construction	\$5,325,667			
	Total Survey, Design, Bid & Construction	\$1,092,067			
	David Speicher, P.E.		May 10, 2023		
	Engineer's Name		Date		

ATTACHMENT C



- PROPOSED ROW BOUNDARY - - - - -
- EXISTING WATERLINE - - - - -
- PROPOSED WATERLINE —————
- EXISTING WASTEWATER LINE - - - - -
- PROPOSED WASTEWATER LINE —————
- EXISTING FORCE MAIN LINE - - - - -
- PROPOSED FORCE MAIN LINE —————
- EXISTING DRAINAGE LINE - - - - -
- PROPOSED DRAINAGE LINE —————
- EXISTING GAS LINE - - - - -
- EXISTING OVERHEAD ELECTRIC LINE - - - - -

NOTE:
ALL DIMENSIONS, VALUES AND LOCATIONS ARE APPROXIMATE.

PRELIMINARY

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF:

ENGINEER NAME\$, P.E.
NO. 94630

ON: \$SEAL DATE\$

IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

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Firm Registration Number: 3937

JACKSON STREET
OVERALL AERIAL IMAGERY

COUNT	SECT	JOB	HIGHWAY
DIST	COUNTY	SHEET NO.	
	BASTROP	AERIAL 1	

DATE: 5/9/2023 4:03:18 PM
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