

RESOLUTION NO. R-2021-84

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AUTHORIZING THE EXPENDITURE OF BASTROP ECONOMIC DEVELOPMENT CORPORATION FUNDS IN THE AMOUNT OF NINETY-FOUR THOUSAND, THREE HUNDRED DOLLARS (\$94,300.00) TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT FOR A WASTEWATER STUDY IN BASTROP'S EXTRATERRITORIAL JURISDICTION (ETJ); AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, to fulfill its public purpose in attracting qualifying projects under Texas Local Government Code, Chapters 501 and 505, *et seq.*, as amended, the BEDC requires certain professional services, including without limitation, the contracting with and hiring of a utilities company to assist the BEDC in determining the long-term needs for sewer and wastewater in the City of Bastrop's extraterritorial jurisdiction ("ETJ"); and

WHEREAS, Corix Utilities ("Corix") maintains and possesses the sewer and wastewater certificate of convenience and necessity (CCN) that is exclusively within the City of Bastrop's Area A ETJ and abuts directly to the City of Bastrop's sewer and wastewater CCN; and

WHEREAS, pursuant to Texas Local Government Code Sec. 501.103, a "project" includes expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises related to streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; and

WHEREAS, Corix has provided the BEDC with a professional services agreement between Corix and Kimley Horn & Associates in the amount of Ninety-Four Thousand, Three Hundred Dollars (\$94,300.00); and

WHEREAS, the BEDC Board of Directors met on August 16, 2021, and took formal action to support and provide funds for the professional services by BEDC Resolution R-2021-0010; and

WHEREAS, the BEDC is awarding more than \$10,000 for this project under this Resolution, which requires the City of Bastrop City Council to approve the project at two readings per Sec. 505.158 of the Local Government Code; and

WHEREAS, the City has reviewed the August 16, 2021, actions of the BEDC related to the professional services noted herein below, has considered, and evaluated that project, and has found it meritorious of the Council's approval.

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

Section 1. The City Council of the City of Bastrop, Texas, hereby approves the expenditure for professional services in an amount not to exceed \$94,300.00, and the Resolution R-2021-0010 passed by the BEDC Board of Directors on August 16, 2021.

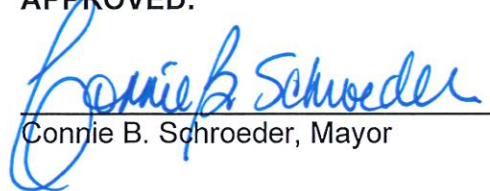
Section 2. The City Manager is hereby authorized to convey a copy of this Resolution of approval, as appropriate.

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

READ and ACKNOWLEDGED on First Reading on the 14th day of September 2021.

READ and APPROVED on the Second Reading on the 21st day of September 2021.

APPROVED:



Connie B. Schroeder, Mayor

ATTEST:



Ann Franklin, City Secretary

APPROVED AS TO FORM:



Alan Bojorquez, City Attorney

RESOLUTION NO. R-2021-0010

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH CORIX UTILITIES TO PERFORM A WASTEWATER STUDY IN BASTROP'S EXTRATERRITORIAL JURISDICTION (ETJ); AUTHORIZING ALL NECESSARY ACTIONS, INCLUDING EXECUTION OF NECESSARY DOCUMENTATION; AND, PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, to fulfill its public purpose in attracting qualifying projects, the BEDC requires certain professional services, including without limitation, the contracting with and hiring of a utilities company to assist the BEDC in determining the long-term needs for sewer and wastewater in the City of Bastrop's extraterritorial jurisdiction ("ETJ"); and

WHEREAS, Corix Utilities ("Corix") maintains and possesses the sewer and wastewater certificate of convenience and necessity (CCN) that is exclusively within the City of Bastrop's Area A ETJ and abuts directly to the City of Bastrop's sewer and wastewater CCN; and

WHEREAS, the BEDC Board of Directors approved performing a wastewater study in the ETJ via Resolution R-2020-0030 on November 16, 2020; and

WHEREAS, pursuant to Texas Local Government Code Sec. 501.103, a "project" includes expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises related to streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; and

WHEREAS, Corix has provided the BEDC with a professional services agreement between Corix and Kimley Horn & Associates in the amount of \$94,300; and

WHEREAS, the board of directors hereby finds and determines that the expenditure herein is a required expenditure for purposes of promoting and developing new business enterprises as it will study the CCN area for the purpose of expanding wastewater and sewer utilities infrastructure in the area for business development; 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 Professional Services Agreement with Corix to be executed by the Interim Chief Executive Officer or the Board Chair on behalf of the BEDC.

RESOLUTION NO. R-2021-0010

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

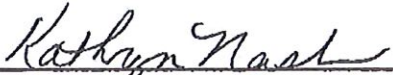
SECTION 1. The Board hereby finds that all the recitals above are true and correct and are incorporated herein as if restated in full.

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 Interim Chief Executive Officer or Board Chair to enter into a Professional Services Agreement with Corix, to be approved by BEDC's attorney and the City Council of the City of Bastrop, in an amount not to exceed \$94,300.

SECTION 3. This Resolution is effective upon passage.

PASSED AND APPROVED on the 16th day of August 2021, by the Board of Directors of the Bastrop Economic Development Corporation.

**BASTROP ECONOMIC
DEVELOPMENT CORPORATION**




Kathryn Nash, Board Chair

ATTEST;



Sam Kier, Board Secretary

APPROVED AS TO FORM:



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

RESOLUTION NO. R-2021-0010

Exhibit "A"

Professional Services Agreement with Corix

BASTROP ECONOMIC DEVELOPMENT CORPORATION

**Agreement for Preparation of Bastrop County Regional Wastewater
Master Plan**

THE STATE OF TEXAS §
 §
BASTROP COUNTY §

This Agreement for Preparation of Bastrop County Regional Wastewater Master Plan (“Agreement”) is made and entered by and between the **Bastrop Economic Development Corporation**, a Texas non-profit industrial development corporation (the “BEDC”) and **Corix Utilities (Texas), Inc.**, a Delaware Corporation (“Corix”). BEDC and Corix are individually referred to herein as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, Corix is a retail public utility and the owner of multiple water and wastewater systems that it operates to provide retail water and sewer services to its customers, including water and wastewater systems located in Bastrop County, Texas; and

WHEREAS, BEDC is an industrial development corporation created to enhance the quality of life in Bastrop County by advancing the investment, development, growth and relocation of companies within the area, including providing infrastructure required for economic development; and

WHEREAS, Texas Local Government Code Chapter 501, Section 501.103 authorizes the BEDC to make expenditures that are found by the board of directors to be required or suitable for sewer infrastructure necessary to promote or develop new or expanded business enterprises; and

WHEREAS, in order to promote economic development within Bastrop County, the Parties desire to cause a qualified professional engineering consultant to prepare a “Wastewater Collection and Facility Master Plan” that will generally include the following components: (i) evaluation of the existing wastewater collection, treatment and disposal facilities within a designated study area in Bastrop County; (ii) evaluation of projected wastewater service needs based on land use assumptions within the designated study area; (iii) preparation of a wastewater collection system capital improvement plan to identify proposed wastewater collection infrastructure to meet projected demands for wastewater service from new development in the study area; and (iv) preparation of a plan for construction of one or more wastewater treatment plants to meet projected demands for wastewater service from new development in the study area (collectively, the “Wastewater Master Plan,” as more particularly described in **Exhibit “A”** attached hereto); and

WHEREAS, the BEDC finds and determines that the Wastewater Master Plan study provided for herein is necessary to promote or develop new or expanded business enterprises; and

WHEREAS, the Parties desire to enter into this Agreement in order to set forth the terms and conditions pursuant to which Corix will retain a professional engineering consultant to undertake and complete the Wastewater Master Plan on behalf of the Parties, and BEDC will reimburse the costs incurred by Corix in connection therewith.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section 1. Duration.

This Agreement shall become effective on the date of the last signing by a Party to the Agreement and shall remain in effect until the BEDC is reimbursed by Corix as provided for in this Agreement unless otherwise terminated as provided for in this Agreement.

Section 2. Scope of Work.

- (A) The Parties acknowledge that Corix previously executed a Professional Services Agreement (“*PSA*”) with Kimley Horn & Associates, Inc. (“*Professional*”) that is Task Order based. Within ten (10) days after execution of this Agreement, Corix shall enter into a Task Order with Professional in the form attached hereto as **Exhibit “A”** setting forth the terms, conditions, and scope of work for which Professional shall prepare the Wastewater Master Plan on behalf of the Parties (“*Scope of Work*”).
- (B) The anticipated submittal of all Wastewater Master Plan deliverables is immediately upon completion of the Wastewater Master Plan or as otherwise provided in the Task Order.
- (C) Corix shall ensure that the quality of services to be provided by Professional under the Task Order shall be the professional skill and care ordinarily provided by competent engineering 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.
- (D) Corix shall ensure that the Professional prepares the Wastewater Master Plan in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the services set forth in the Task Order.

Section 3. Compensation.

- (A) Corix shall pay the Professional for all services rendered under the Task Order in accordance with the compensation provisions of the PSA and Task Order. BEDC shall reimburse those fees paid by Corix to the Professional in the manner set forth in **Exhibit “B” (the “Fees”)**.
- (B) *Billing Period:* Corix may submit monthly, or less frequently, an invoice for reimbursement of Fees paid by Corix to Professional. Payment by BEDC shall be subject to Chapter 2251, Texas Government Code (the “*Prompt Payment Act*”).
- (C) *Reimbursable Expenses:* BEDC shall not pay any reimbursable expenses related to the Wastewater Master Plan.
- (D) *Total Compensation.* Total compensation paid by BEDC to Corix shall not exceed ninety-four thousand three hundred dollars (\$94,300.00) unless otherwise agreed to as an amendment to this Agreement.

Section 4. Changes to the Wastewater Master Plan; Additional Work.

- (A) *Changes to Work:* Corix shall cause Professional to 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, Corix shall engage the Professional to 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 Corix or the Professional is of the opinion that any work is beyond that contemplated in this Agreement and the Scope of Work governing the Wastewater Master Plan and therefore constitutes additional work, Corix shall promptly notify the BEDC of that opinion, in writing. If the BEDC agrees that such work does constitute additional work, then Corix and the Professional shall execute a supplemental agreement for the additional work and Corix shall compensate the Professional for the additional work on the basis of the rates contained in the Scope of Work. BEDC shall reimburse all such Fees paid to Professional by Corix in accordance with the methodology and requirements set forth in Exhibit "B" attached hereto. 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 approved in writing by BEDC as additional work shall be at risk of Corix.

Section 5. Time of Completion.

The prompt completion of the services under the Scope of Work is critical to the BEDC. Corix shall be responsible for ensuring the prompt completion of the services under the Scope of Work and unnecessary delays in providing services under a Scope of Work shall be grounds for termination of this Agreement pursuant to Section 8 herein.

Section 6. Miscellaneous Provisions.

- (A) *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, Corix and Professional. 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 CORIX OR TO THE PROFESSIONAL. Where applicable, Professional shall retain all pre-existing proprietary rights in the materials provided to Corix and to the BEDC but shall grant to Corix and 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. Corix and the Professional may, at their own expense, have copies made of the documents or any other data furnished to the BEDC under or pursuant to this Agreement.

- (B) *Professional's Seal.* To the extent that the Professional has a professional seal, it shall be placed on all final deliverables furnished by the Professional to Corix and to the BEDC. All work and services provided under the PSA will be performed in a good and workmanlike fashion and shall conform to the accepted standards and practices of the Professional's industry. Corix and the BEDC acknowledge 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.
- (C) *Compliance with Laws.* Corix shall ensure that Professional complies 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 the Task Order, 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 to Corix and the BEDC with satisfactory proof of compliance.
- (D) *Independent Contractor.* Professional is an independent contractor of Corix and is not an employee, agent, official or representative of the BEDC. Corix shall ensure that 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.
- (E) *Non-Collusion.* Corix represents and warrants that Corix 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. Corix further agrees that it 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 Corix or Professional, Corix 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 Corix, for reimbursement of payment to Professional, under or pursuant to this Agreement.
- (F) *Force Majeure.* If the performance of any covenant or obligation to be performed hereunder by any Party, or by Professional under the PSA, 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.

- (G) In the case of any conflicts between the terms of this Agreement and wording contained within the PSA, this Agreement shall govern. The Scope of Services in the Task Order is intended to detail the technical scope of services, fee schedule, and contract time only for services to be performed by Professional and shall not dictate Agreement terms of the agreement between BEDC and Corix.

Section 7. Termination.

- (A) This Agreement may be terminated:
- (1) By the mutual agreement and consent of both Corix and BEDC;
 - (2) By either Corix or BEDC, upon the failure of the other party to fulfill its obligations as set forth in this Agreement;
 - (3) By the BEDC, immediately upon notice in writing to Corix and a reasonable opportunity for Professional to cure, as consequence of the failure of Professional to perform the services contemplated by the Task Order 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 Corix; or
 - (5) By Corix after notice and reasonable opportunity to cure, if BEDC does not reimburse Corix for payment made to Professional in accordance with the terms and conditions of this Agreement.
- (B) If the BEDC terminates this Agreement pursuant to Section 5 or subsection 7(A)(2) or (3), above, Corix shall not be entitled to reimbursement of any Fees and the BEDC may make immediate demand for Reimbursement of all previously reimbursed Fees. If the BEDC terminates this Agreement for any other reason authorized herein Corix shall not be entitled to reimbursement of any Fees other than for reimbursement of Fees paid by Corix to Professional for services rendered prior to termination by the BEDC.

Section 8. Indemnification. Corix 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 Corix's and Professional's obligations under 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 Corix, Professional or Corix's or Professional's agent, consultant under contract, or another entity over which Corix or Professional exercises control (whether active or passive) of Corix, Professional or their employees, agents or sub-contractors, (ii) the failure of Corix 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. Corix 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 Corix, Professional, or any of their sub-contractors, as provided above, for which Corix's or 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 Corix 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 Corix or Professional in performing services under this Agreement.

Section 9. 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 10. 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 11. 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 12. Waiver. Either BEDC or Corix 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 13. Governing Law; Venue. This Agreement and all 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 14. 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 15. 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 16. 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 17. 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 18. Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 19. 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 20. 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 21. 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 22. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire. Professional represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code, Conflicts of Interest Questionnaire and Chapter 2252 of the Texas Government Code, Form 1295 Certificate of interested Parties online filing with the Texas Ethics Commission.

Section 23. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person or entity other than the Parties and their respective successors and permitted assigns any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

[Signature Page Follows]

EXECUTED:

BEDC:

By: *Genevra C. Young*
Name: *Genevra C. Young*
Title: *Executive Director*
Date: *September 24, 2021*

CORIX UTILITIES (TEXAS), INC.:

By: *R. Darrin Barker*
Name: R. Darrin Barker
Title: President
Date: August 26, 2021

ADDRESS FOR NOTICE:

BEDC:

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

CORIX:

Corix Utilities (Texas), Inc.
Attn: Darrin Barker
1812 Centre Creek Dr., #100,
Austin, TX 78754

With a copy to:

BEDC Attorney
Bastrop Economic Development Corporation
2500 W. William Cannon, Suite 609
Austin, Texas 78745

Exhibit “A”

**TASK ORDER UNDER EXISTING PROFESSIONAL SERVICES
AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC. FOR
BASTROP COUNTY REGIONAL WASTEWATER MASTER PLAN
STUDY**

As more particularly described in the attached Task Order, Kimley-Horn & Associates, Inc. shall perform a Regional Wastewater Master Plan Study to identify the required wastewater infrastructure along the Highway 71 corridor west of Bastrop to serve future economic development.

Exhibit "B"

COMPENSATION & FEE SCHEDULE

Exhibit “B”
COMPENSATION & FEE SCHEDULE

Not more frequently than monthly, Corix shall provide to BEDC a copy of each invoice for completed services by Professional under the PSA, along with evidence of payment by Corix to Professional for the services that are the subject of the invoice. Upon receipt of each invoice, BEDC shall reimburse Corix for all sums paid by Corix to Professional in accordance with the Prompt Payment Act.

Corix will subsequently reimburse BEDC all costs and expenses funded by BEDC under this Agreement in accordance with the terms of this paragraph. After completion of construction of any of the wastewater facilities identified in the Wastewater Master Plan, Corix shall reimburse BEDC for costs paid under this Agreement on a per living unit equivalent (“LUE”). Each LUE shall be reimbursed at the rate of \$200 per LUE. Thereafter, and not less frequently than once per calendar year, Corix shall provide payment to BEDC in a sum equal to the number of new service connections (expressed in LUEs) that connect to the completed wastewater improvements since the most recent preceding reimbursement payment multiplied by the per LUE reimbursement amount of \$200 per LUE, until such time as BEDC has recovered all of the costs and expenses funded under this Agreement. Corix’s reimbursement obligation under this Agreement shall terminate upon the earlier of the following: (i) the date that BEDC has recovered all of the costs and expenses paid to Corix under this Agreement for services rendered by Professional under the Task Order; or (ii) fifteen (15) years after the effective date of this Agreement.

Study cost \$94,300 / \$200 per LUE = 471.5 LUEs

Living Unit Equivalent (LUE) Guidelines

A living unit equivalent (LUE) is defined as the typical flow that would be produced by a small single family residence (SFR). An LUE is assumed to represent three (3) people living in a residence. For water requirements, this flow includes consumptive uses, such as lawn watering and evaporative coolers. The wastewater system does not receive all of these water flows, so the estimated LUEs may differ between water and wastewater for residences. For all commercial development wastewater, LUEs will match water LUEs.

The following LUE Conversions can be used to ESTIMATE flows for various development types. These are only estimates for planning purposes. Each building or development is evaluated separately by fixture unit count to size the meters.

Proposed Development Intended Use	Typical LUE Conversion (LUE per unit)
Water LUE	Wastewater LUE

Small Single Family Residence; Modular Home; Mobile Home	1	1
Medium to Large Single Family Residence	1.5	1
Duplex	2	1
Very Large Single Family Residence	2.5	2.5
Triplex; Fourplex; Condo Unit; PUD, Apartment Unit (6+ Units/Acre to 24 Units/Acre)	0.7	0.7
Condo or Apartment Unit (24+ Units/Acre)	0.5	0.5

Exhibit “B”
COMPENSATION & FEE SCHEDULE

Hotel or Motel Room	0.5	0.5
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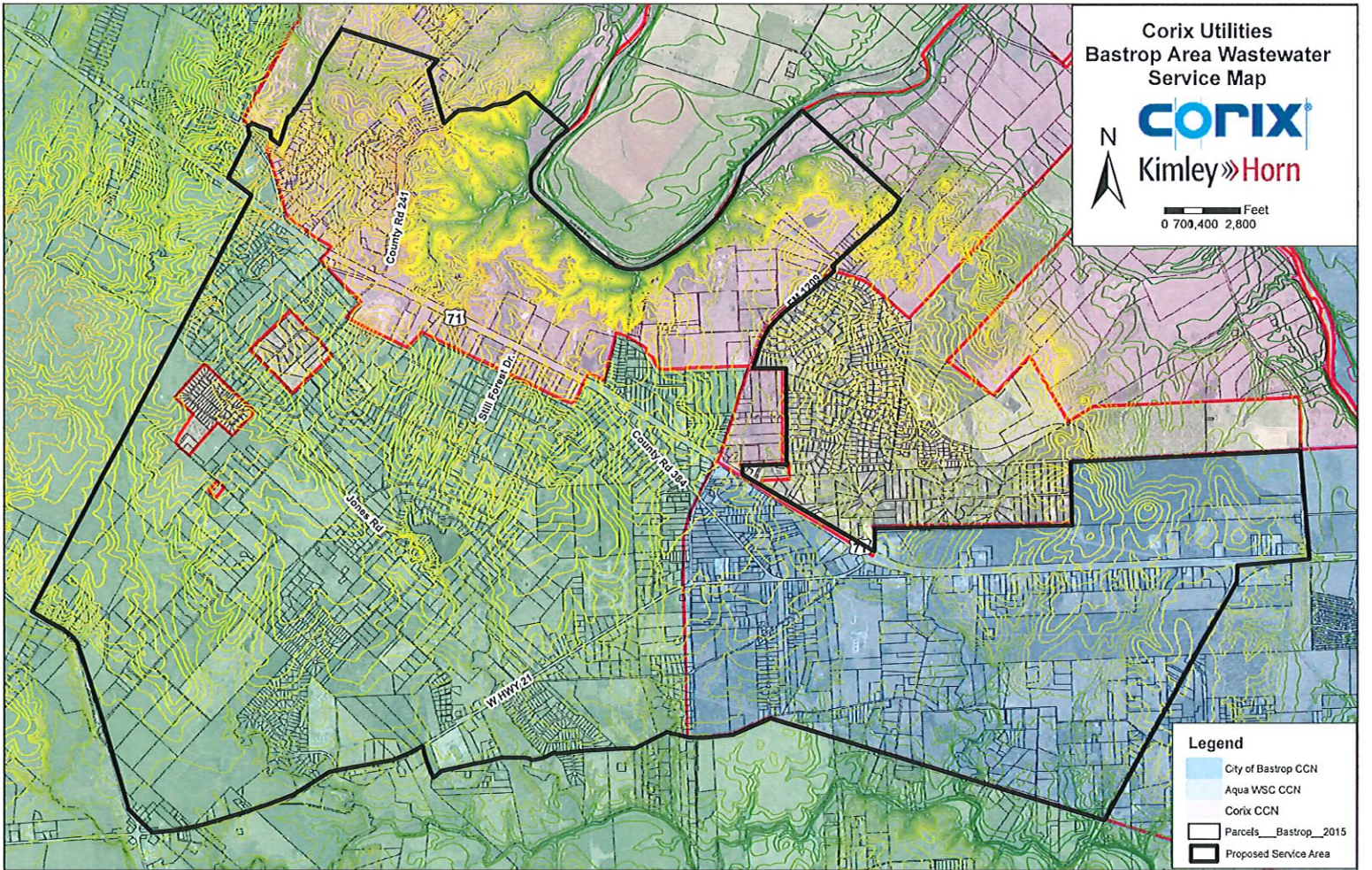
Proposed Development Intended Use LUE Conversion (Approximate Units per LUE)
 For Commercial Development, Wastewater LUEs match Water LUEs

Office (Square Feet of Floor)	3000
Office Warehouse (Square Feet of Floor)	4000
Retail; Shopping Center (Square Feet of Floor)	1660
Restaurant; Cafeteria (Square Feet of Floor)	200
Hospital (Beds)	1
Rest Home (Beds)	2
Church (Worship Services Only) (Seats)	70
High/Middle School (Includes Gym and Cafeteria (Students)	13
Elementary School (Includes Gym and Cafeteria (Students)	15

Corix Utilities
Bastrop Area Wastewater
Service Map



0 700,400 2,800 Feet



Legend

- City of Bastrop CCN
- Aqua WSC CCN
- Corix CCN
- Parcels_Bastrop_2015
- Proposed Service Area