

ORDINANCE NO. 2025-46

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, ENTERING INTO A CHAPTER 380 AGREEMENT WITH BEBD FRONTAGE ROAD, LLC AND THE CITY OF BASTROP IN AN AMOUNT NOT TO EXCEED \$600,000 FOR IMPROVEMENTS AT HWY 71 ADJACENT TO THE BURLESON CROSSING EAST RETAIL DEVELOPMENT; PROVIDING SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City of Bastrop ("City") has general authority to adopt an ordinance, Ordinance, or police regulation that is for the good government, peace, or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, the City of Bastrop City Council recognizes it is in the best interest of the City to enter into a development agreement as authorized by Chapter 380 of the Local Government Code; and

WHEREAS, the City recognizes that the project will create jobs, additional sales tax, and additional ad valorem tax.

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

Section 1. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Bastrop, Texas, and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

Section 2. Execution: The City Council approves and authorizes the execution of a 380 Development Agreement, as attached in Exhibit A, consistent with the applicable provisions of state law, City Charter, the City's Code of Ordinances, and the City's adopted purchasing and procurement policies.

Section 4. Repealer: To the extent reasonably possible, Ordinances are to be read together in harmony. However, all Ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated.

Section 5. Severability: Should any of the clauses, sentences, paragraphs, sections, or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

Section 6. Effective Date: This Ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, its Code of Ordinances, and the laws of the State of Texas.

Section 7. Proper Notice & Meeting: It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

READ AND APPROVED on First Reading on the 8th day of April, 2025.

READ AND ADOPTED on Second Reading on the 22nd day of April, 2025.

THE CITY OF BASTROP, TEXAS:



John Kirkland, Mayor Pro-Tem

ATTEST:



Victoria Psencik, Assistant City Secretary



APPROVED AS TO FORM:



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

THE STATE OF TEXAS

COUNTY OF BASTROP

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**CHAPTER 380 AGREEMENT
BURLESON CROSSING EAST PROJECT**

THIS Chapter 380 Agreement – Burleson Crossing East Project (this “Agreement”) is executed by and between **BEBD Frontage Road, LLC**, a Texas limited liability company (“Developer”), and the **City of Bastrop, Texas**, a home-rule city and municipal corporation of Bastrop County, Texas, acting by and through its City Manager or their designee (the “City”). The City and Developer, for and in consideration of the mutual premises and promises described below, agree as follows:

I. RECITALS AND FINDINGS

- A. BRP East Phase I, LLC, a Texas limited liability company (“BRP”), intends to develop an integrated, innovative, planned development consisting of a retail shopping center (“Burleson Crossing East” and/or the “Burleson Crossing East Project”) located on approximately 19 acres of land in Bastrop, Bastrop County, Texas, described on Exhibit A attached hereto (the “Project Site” or the “Property”).
- B. The Burleson Crossing East Project will bring jobs and increased ad valorem and sales taxes, will create new business and employment opportunities, and will contribute to the overall economic development of the City. It is estimated that Project Phase 1 will result in the creation of 300 jobs and will have an increased taxable value of approximately \$30,000,000.00, which equates to an increase in ad valorem taxes of approximately \$525,000.00 annually (current ad valorem taxes are \$2,300.00 per year) and an increase in sales taxes of approximately \$900,000.00, as described on Exhibit D attached hereto.
- C. The Texas Department of Transportation (“TxDOT”) is requiring certain roadway infrastructure (i.e., the Hwy 71 Frontage Road Improvements (defined below)) to be constructed contemporaneously with the development of the Burleson Crossing East Project for the purpose of providing curb-cut access to the Project Site from State Highway 71 (“Hwy 71”) and managing the flow of traffic at the intersection of Hwy 71 and Edward Burleson Lane which serves Blakey Lane, FM 969, Burleson Crossing East, Burleson Crossing Shopping Center and future commercial developments to be located along the Hwy 71 Frontage Road.
- D. BEBD has agreed to construct the Hwy 71 Frontage Road Improvements.
- E. The City has found that providing economic incentives to the Developer in exchange for the Developer’s construction of Burleson Crossing East will generate significant ad valorem and sales taxes for the City, promote local economic development, stimulate business and commercial activity, provided services to the citizens of the City, and will create and retain jobs within the City.

- F. The City has determined that the economic incentives provided herein will directly serve a public purpose, being the promotion of the economic welfare of the City and surrounding areas, and that this Agreement contains controls likely to ensure that the public purpose is accomplished.
- G. Chapter 380 of the Texas Local Government Code provides statutory authority for granting economic incentives and administering the Program described in this Agreement.
- H. The use of the Property, and other terms hereof, are consistent with encouraging economic development within the City.
- I. The City has determined that the terms of this Agreement meet the goals of the City and its policies relating thereto.
- J. The City has determined that it is in the public interest to provide the economic incentives set forth herein subject to the terms and conditions of this Agreement.

II. DEFINITIONS

- A. **Actual Costs** means the actual amount of out-of-pocket costs expended for the cost of the Hwy 71 Frontage Road Improvements.
- B. **Hwy 71 Frontage Road Improvements** means the upgrades and improvements to the Hwy 71 Frontage Road, which are more particularly described and depicted on Exhibit B attached hereto and made a part hereof.
- C. **Project Phase 1** means Edward Burleson Lane Improvements, the Wagon Wheel Improvements and a minimum of 55,000 square feet of commercial retail building(s) which will include Sprouts, Petsmart, Longhorn Steakhouse and two (2) multi-tenant retail buildings as shown on Exhibit C attached hereto.
- D. **Ch. 380 Criteria** means the criteria set forth in Article V that the Developer must meet to receive the Ch. 380 Payments defined in Article VI.
- E. **Ch. 380 Payments** means grant(s) described in Article VI.
- F. **Certifications for Payment** means the payment request that includes a properly executed contractor's "application for payment" from the respective contractor having performed the work for which disbursement is sought, for the amount requested, with all necessary supporting information, including, without limitation, paid invoices for materials or supplies, paid invoices stating the percentage that is certified and approved by the project engineer.
- G. **Force Majeure Delays** means delays resulting from an Act of God, fire, earthquake, flood, delays caused by extreme or unusual weather delays (as opposed to usual and typical

weather delays that should be accounted for in the schedule for completion of the applicable work), explosion, war, invasion, insurrection, riot, mob violence, unusual delays in obtaining supplies or materials (provided that the party claiming such delay has used commercially reasonable efforts to order such supplies and materials with sufficient time to comply with the completion and/or performance dates set forth in this Agreement), governmental mandates and shut downs (including, without limitation, relating to pandemics or epidemics), sabotage, strike, lockout, action of labor unions, requisitions, laws, or orders of government or civil or military authorities.

- H. **Unforeseen Site Conditions** shall mean conditions on or beneath the land where the Hwy 71 Frontage Road Improvements will be constructed which was not previously known by Developer (and could not have been known or discovered through reasonable due diligence) as of the date on which Final Plans are approved by TxDot and are thereafter discovered during construction of the Hwy 71 Frontage Road Improvements.

III. GENERAL PROVISIONS

- A. The Property is not an improvement project financed by tax increment bonds.
- B. The Property is not, as of the Effective Date of this Agreement, owned or leased by any member of the City Council or any member of the Planning and Zoning Commission of the City.
- C. It is acknowledged and agreed by the parties that the completion of the Hwy 71 Frontage Road Improvements is consistent with the purposes of encouraging state and local economic development and to stimulate business and commercial activity within the City.

IV. REPRESENTATIONS AND WARRANTIES

- A. The City hereby represents and warrants to the Developer that the City has full constitutional and lawful right, power, and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary City proceedings, findings, and actions. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of the City, is enforceable in accordance with its terms and provision, represents a proprietary action of the City, and does not require the consent of any other governmental authority.
- B. The Developer hereby represents and warrants to the City that the Developer has full constitutional and lawful right, power, and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all the foregoing have been or will be duly and validly authorized and approved by all actions necessary. Accordingly, this Agreement constitutes the legal, valid, and binding obligation

of the Developer, is enforceable in accordance with its terms and provisions, and does not require the consent of any other authority or entity.

V. PERFORMANCE CRITERIA

In order for the Developer to receive the Ch. 380 Payments described in Article VI, the following are required: (i) Developer obtains a site development permit for Project Phase 1 and (ii) Developer obtains a permit from TxDot to construct the Hwy 71 Frontage Road Improvements.

VI. ECONOMIC DEVELOPMENT PAYMENTS

A. Ch. 380 Payments. Subject to the terms and limitations of this Agreement, and the Developer's full and timely performance of, and compliance with, each of the applicable Ch. 380 Criteria set forth in Article V above, the City agrees to pay to the Developer the Ch. 380 Payments as provided below:

- (i) \$400,000.00 upon obtaining a site development permit for Project Phase 1; and
- (ii) \$600,000.00 upon obtaining a permit from TxDot for the construction of the Hwy 71 Frontage Road Improvements.

B. Separate Account. Developer shall place the Ch. 380 Payments into a separate account and draw down on the funds through a certification for payment process with the general contractor as construction of the Hwy 71 Frontage Road Improvements progresses. Copies of all Certification for Payments shall be sent to the City.

C. Evidence of Actual Costs. Upon Developer's substantial completion of the Hwy 71 Frontage Road Improvements, Developer shall send the City a copy of its final Certification for Payment, together with a certified statement as to the Actual Costs, copies of paid invoices for materials and supplies, unconditional lien waivers for the Hwy 71 Frontage Road Improvements, and evidence satisfactory to the City that there are no liens or encumbrances filed against the Hwy 71 Frontage Road Improvements.

VII. EXTRAORDINARY COSTS OR CONDITIONS

A. The parties acknowledge and agree that the Hwy 71 Frontage Road Improvements included in the final plans approved by TxDot (the "Final Plans") shall be what constitutes the Hwy 71 Frontage Road Improvements and may vary from what is currently depicted on Exhibit B attached hereto. The Developer's estimated costs to construct the Hwy 71 Frontage Road Improvements are based on Exhibit E, and consequently the amount of the Ch. 380 Payments are also based on the same. If due to Unforeseen Site Conditions, the Final Plans are required to include modifications/revisions that cause the Actual Cost to exceed \$1,000,000, the City shall be responsible for such excess costs, after presentation and approval of a change order outlining same to the City Council.

VIII. BREACH

- A. Breach. The following conditions shall constitute a breach of this Agreement:
1. The Developer falsely certifies that is has met the performance criteria submitted to the City under Article VI.
 2. The Developer fails to meet the performance criteria as specified in Article V above.
 3. The City fails to timely make payments to the Developer under the terms of this Agreement.
- B. Notice of Breach. Notwithstanding anything herein to the contrary, no Party shall be deemed to be in default under this Agreement until the passage of thirty (30) business days after receipt by such Party of notice of default from the other Party (the "Cure Period"), which notice shall specify, in reasonable detail, the nature of the default. Upon the passage of the Cure Period without cure of the default, such Party shall be deemed to have defaulted for purposes of this Agreement; provided that, if the nature of the default is such that it cannot be reasonably cured within the Cure Period, the Party receiving the notice of default may, during such Cure Period, give the other Party written notice that it has commenced curing the default within the Cure Period and will diligently and continuously prosecute the cure to completion as soon as reasonably possible
- C. Limitations on Liability. The City shall not be liable for consequential damages, specifically lost profits, and any damages claimed against the City shall be limited to amounts recoverable under Section 271.153 of the Texas Local Government Code. The Parties agree that this Agreement shall not be interpreted as or otherwise claimed to be a waiver of sovereignty on the part of the City for any cause of action not directly related to this Agreement and the enforceability thereof.
- D. Personal Liability of Public Officials; No Debt Created. No employee of the City, nor any councilmember or agent of the City, shall be personally responsible for any liability arising under or growing out of this Agreement. The Ch. 380 Payments made hereunder shall be paid solely from lawfully available funds that have been appropriated by the City. Under no circumstances shall the City's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision.

IX. TERMINATION/SELF HELP

After providing the applicable notice and opportunity to cure, the City may (i) terminate the Agreement or (ii) exercise self-help rights further outlined below, in the event that the Developer fails to complete the Hwy 71 Frontage Road Improvements within 18 months after the Effective Date, subject to Force majeure Delays.

In the event the City elects (ii) above, the City shall have the right, but not the obligation, to assume control of the construction of all or any designated portion of the Hwy 71 Frontage Road Improvements upon written notice to the Developer, and upon such election, the City agrees to proceed to complete the same with reasonable diligence.

X. NOTICE

All notices called for or required by this Agreement shall be addressed to the following, or such other party or address as either party designates in writing, by certified mail postage prepaid or by hand deliver:

If to Developer: BEBD Frontage Road, LLC
Attn: Steve Durhman
100 East Anderson Lane, Ste 200
Austin, Texas 78752

With a Copy to: Talley Williams
Metcalf Wolff Stuart & Williams
221 W. 6th Street, Suite 1300
Austin, Texas 78701

If to City: City of Bastrop
Attn: City Manager
P.O. Box 427
1311 Chestnut Street
Bastrop, Texas 78602

With a Copy to: Denton Navarro Rodriguez Bernal Santee & Zech, P.C.
Attn: Charlie Zech
2500 W William Cannon Dr Suite 609
Austin, TX 78745

XI. CITY COUNCIL AUTHORIZATION

This Agreement was authorized by motion and vote of the City Council recorded in the minutes authorizing the City Manager or their designee to execute this Agreement on behalf of the City.

XII. SEVERABILITY

In the event any section, subsection, paragraph, sentence, phrase, or word is held invalid, illegal or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase, or word.

XIII. ESTOPPEL CERTIFICATE

Any party hereto may request an estoppel certificate from another party hereto, so long as the certificate is requested in connection with a bona fide business purpose. The certificate, which if requested will be addressed to a subsequent purchaser or assignee of the Developer, shall include, but not necessarily be limited to statements that this Agreement is in full force and effect without default (or if default exists the nature of same), the remaining term of this Agreement, the levels and remaining term of the eligible grants and such other matters reasonably requested by the Party(ies) to receive the certificates.

XIV. DEVELOPER'S STANDING

Developer, as part of this Agreement, shall be deemed a proper and necessary party in any litigation questioning or challenging the validity of this Agreement or any of the underlying ordinances, resolutions, or City Council actions authorizing same, and Developer shall be entitled to intervene in said litigation.

XV. APPLICABLE LAWS

This Agreement shall be construed under the laws of the State of Texas without regard to its conflicts of laws provisions. Venue for any action under this Agreement shall be the State's District Court of Bastrop County, Texas. This Agreement is performance in Bastrop County, Texas.

XVI. OTHER AGREEMENTS

This Agreement embodies all the agreements of the parties relating to their subject matters as specifically set out therein and herein, supersedes all prior understandings and agreements regarding such subject matter, and may be amended, modified, or supplemented only by an instrument or instruments in writing executed by the parties.

XVII. HEADINGS

The headings in this Agreement are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

XVIII. SUCCESSORS AND ASSIGNS

The Parties each bind themselves and their successors, executors, administrators, and assigns of such other Party in respect to all covenants of this Agreement.

XIX. EXCLUSIVE RIGHTS OF DEVELOPER

- A. Developer's right, title, and interest into the payments of the Ch. 380 Payments, as described herein, shall be the sole and exclusive property of Developer (or its Transferee),

and no other owner of any portion of the Property or third party shall have any claim or right to such funds unless Developer transfers its rights to the Ch. 380 Payments to a Transferee in writing and otherwise in accordance with the requirements set forth herein.

- B. Developer has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part, all or any portion of Developer's right, title, or interest in and to payment of the Ch. 380 Payments (a "Transfer", and the person or entity to whom the Transfer is made, a "Transferee"). Notwithstanding the foregoing, no Transfer shall be effective until written notice of the Transfer is provided to the City.
- C. The Developer agrees that the City may rely conclusively on any written notice of a Transfer provided by the Developer without any obligation to investigate or confirm the Transfer.
- D. Any sale of a portion of the Property or assignment of any right hereunder shall not be deemed a Transfer unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is deemed a Transfer.

XX. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which may be executed by any one or more of the parties hereto, but all of which shall constitute one instrument, and shall be binding and effective when all the parties hereto have executed at least one counterpart.

XXI. NO THIRD-PARTY BENEFICIARIES

For purposes of this Agreement, including its intended operation and effect, the parties specifically agree that: (1) the agreement only affects matters/disputes between the parties of this Agreement, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with the City or Developer or both; and (2) the terms of this Agreement are no intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or Developer.

XXII. REMEDIES

Except as providing in this Agreement, no right or remedy granted herein or reserved to the parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the consent of the Parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

XXIII. BOYCOTTS AND FOREIGN BUSINESS ENGAGEMENTS

- A. Verifications of Statutory Representations and Covenants. The Owner makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the “Government Code”), in entering into this Agreement. As used in such verifications, “affiliate” means an entity that controls, is controlled by, or is under common control with the Owner within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.
- B. Not a Sanctioned Company. The Owner represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Owner and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.
- C. No Boycott of Israel. The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.
- D. No Discrimination Against Firearm Entities. The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.
- E. No Boycott of Energy Companies. The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

XXIV. 1295 COMPLIANCE

Owner hereby certifies that it has filed a Certificate of Interested Parties form in compliance with Texas Government Code, Section 2252.908, if required, and shall update such certificate if required by law.

XXV. EFFECTIVE DATE

This Agreement shall be effective on April 22, 2025 (the "Effective Date").

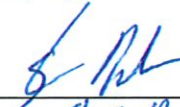
XXVI. EXHIBITS

- Exhibit A - Property
- Exhibit B - Hwy 71 Frontage Road Improvements
- Exhibit C - Project Phase 1
- Exhibit D - Jobs and Tax Increase
- Exhibit E - Bid/Budget

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written above.

DEVELOPER:

BEBD FRONTAGE ROAD, LLC, a Texas limited liability company

By: 
Name: Steve Duchman
Title: manager

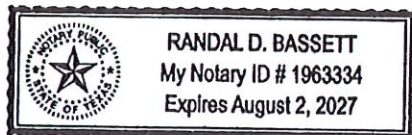
THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 25 day of APRIL, 2025, by STEVE DUCHMAN, MANAGER of BEBD FRONTAGE ROAD, LLC, a Texas limited liability company, on behalf of said limited liability company.

(SEAL)


Notary Public, State of Texas



CITY OF BASTROP, TEXAS

a home rule city and municipal corporation

By: *[Signature]*
Name: *Sylvia Carrillo Trevino*
Title: *City Manager*

ATTEST:

By: *[Signature]*
Victoria Psencik, City Secretary
UP Assistant



Exhibit A

Property

Lots 1, 2, 3, 4, 5 and 6 of Burleson Crossing East Subdivision, according to the map or plat thereof recorded in Cabinet 8, Page 87-A, of the Map or Plat Records of Bastrop County, Texas

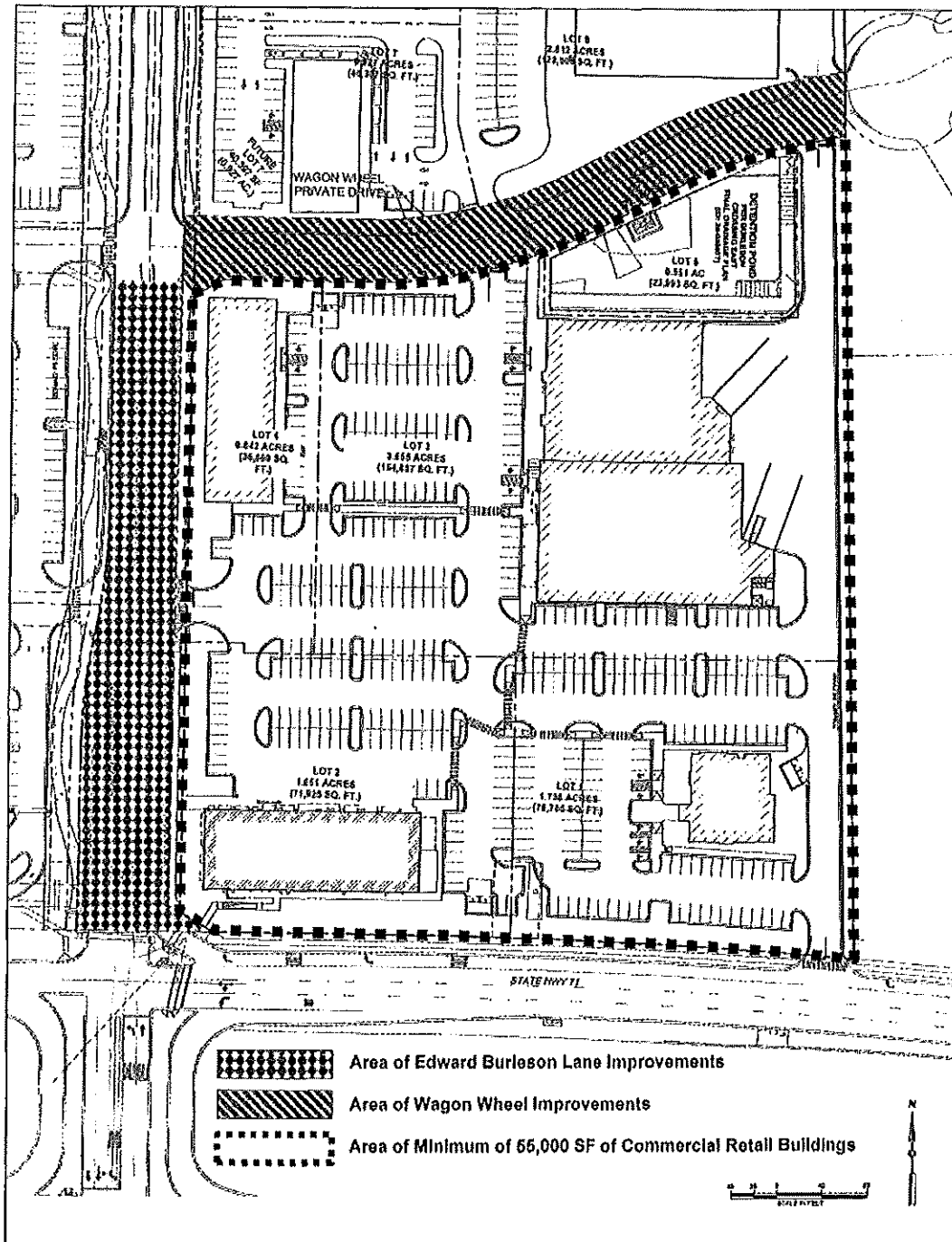
Hwy 71 Frontage Road Improvements

#597917v6<IMANAGE> - Ch. 380 Agreement-Burleson Crossing

Exhibit C

Project Phase 1

EXHIBIT C Performance Requirements—First Phase



Burleson East\Detention Pond & Shared Road Declaration\Exhibit C - Performance Requirements - First Phase.pub

Exhibit D

Jobs and Tax Increase

Project Retail Sales/Employment/Taxation Valuation based on similar leases in the existing Burleson Crossing and projected Tenants in Burleson Crossing East.

1. Property Taxes

Projected Valuation at build out	-	\$30,000,000
Current Tax Rate/100	-	<u>\$1.75</u>
Projected Annual Tax Increase	-	\$525,000

2. Sales Tax

Retail Sales based on current Tenants projected at build out	-	\$60,000,000
Sales Tax Rate	-	<u>1.5%</u>
Projected Sales Tax Reimbursement back to Bastrop	-	\$900,000

3. Jobs

Current Retailers projected in the first phase are projected to add	-	300 jobs
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Exhibit E

Bid/Budget

Estimated Costs to the Hwy. 71 Frontage Road

Hard Costs:	
Existing Conditions	\$55,000
Concrete	\$80,000
Electrical	\$210,000
Earth work	\$220,000
Exterior Improvements - Painting	\$75,000
Utilities	\$45,000
General Conditions	\$53,000
Contractor Overhead Profit/Insurance/General Requirements	\$55,000
Subtotal of Contractor Costs -	\$793,000
Contingency - Hard Costs/Soft Costs	\$122,000
Soft Costs:	
Engineering/Legal Expenses	\$55,000
Development Supervisor	\$30,000
Subtotal Soft Costs -	\$85,000
Total Budget	\$1,000,000