

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



January 12, 2021 at 6:30 P.M.

City of Bastrop City Council meetings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary at (512) 332-8800 or write 1311 Chestnut Street, 78602, or by calling through a T.D.D. (Telecommunication Device for the Deaf) to Relay Texas at 1-800-735-2989 at least 48 hours in advance of the meeting.

The City of Bastrop reserves the right to reconvene, recess, or realign the Regular Session or called Executive Session or order of business at any time prior to adjournment.

PLEASE NOTE: ANYONE IN ATTENDANCE WISHING TO ADDRESS THE COUNCIL MUST COMPLETE A CITIZEN COMMENT FORM AND GIVE THE COMPLETED FORM TO THE CITY SECRETARY PRIOR TO THE START OF THE CITY COUNCIL MEETING. ALTERNATELY, IF YOU ARE UNABLE TO ATTEND THE COUNCIL MEETING, YOU MAY COMPLETE A CITIZEN COMMENT FORM WITH YOUR COMMENTS AT WWW.CITYOFBASTROP.ORG/CITIZENCOMMENTFORM BEFORE 5:00 P.M. ON JANUARY 12, 2021. COMMENTS SUBMITTED BY THIS TIME WILL GENERALLY BE READ ALOUD AT THE MEETING. COMMENTS FROM EACH INDIVIDUAL WILL BE LIMITED TO THREE (3) MINUTES WHEN READ ALOUD

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

TEXAS PLEDGE OF ALLEGIANCE

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

3. INVOCATION – Cliff Sparks, Police Chaplain

4. PRESENTATIONS

4A. Mayor's Report

4B. Council Members' Report

4C. City Manager's Report

- 4D. A proclamation of the City Council of the City of Bastrop, Texas, recognizing January 18, 2021 as Martin Luther King Day.

5. WORK SESSION/BRIEFINGS - NONE

6. STAFF AND BOARD REPORTS

- 6A. Receive presentation on the unaudited Monthly Financial Report for the period ending November 30, 2020. (Submitted by: Tracy Waldron, Chief Financial Officer)

7. CITIZEN COMMENTS

At this time, three (3) minute comments will be taken from the audience on any topic. To address the Council in person, please submit a fully completed request card to the City Secretary prior to the start of the meeting or to have it read from the dais, complete a citizen comment form with comments at www.cityofbastrop.org/citizencommentform before 5:00 p.m. on January 12, 2021. Submitted comments will be read aloud at the meeting. Comments from each individual will be limited to three (3) minutes when read aloud. In accordance with the Texas Open Meetings Act, if a citizen discusses any item not on the agenda, City Council cannot discuss issues raised or make any decision at this time. Instead, City Council is limited to making a statement of specific factual information or a recitation of existing policy in response to the inquiry. Issues may be referred to City Manager for research and possible future action.

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

8. CONSENT AGENDA

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

- 8A. Consider action to approve City Council minutes from the December 8, 2020 Regular meeting. (Submitted by: Ann Franklin, City Secretary)
- 8B. Consider action to approve the second reading of Ordinance No. 2020-34 of the City Council of the City of Bastrop, Texas, amending the code of ordinances, affirming the creation of Assistant City Manager positions, addressing designation of an Acting City Manager, and removing the Director of Public Safety position by amending Sections 9.02.004 and 9.02.005, and repealing Article 9.05, Division 2, and providing for findings of fact, repealer, severability, codification, effective date, proper notice and meeting. (Submitted by: Tanya Cantrell, Director of Human Resources)
- 8C. Consider action to approve the second reading of Ordinance No. 2020-33 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2021 in accordance with existing statutory requirements; appropriating the various amounts herein as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; and establishing an effective date. (Submitted by: Tracy Waldron, Chief Financial Officer)

9. ITEMS FOR INDIVIDUAL CONSIDERATION

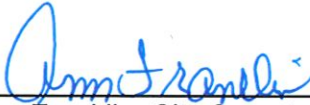
- 9A. Consider and adopt on first and final reading Ordinance No. 2020-29 as an emergency measure ratifying temporary Emergency Orders enacted by the Mayor in her capacity as Emergency Management Director in regards to the current Local State of Disaster, for the immediate preservation of the public peace, health or safety.
- 9B. Consider action to approve Resolution No. R-2021-01 of the City Council of the City of Bastrop, Texas, calling for and establishing the procedures for a May 1, 2021 General Election for Bastrop, Texas; and providing an effective date. (Submitted by: Ann Franklin, City Secretary)
- 9C. Consider action to approve Resolution No. R-2021-02 of the City Council of the City of Bastrop, Texas, approving a Joint Agreement between the City of Bastrop and Bastrop Independent School District for the May 1, 2021 General Election for Bastrop, Texas, attached as Exhibit A; authorizing the City Manager to execute all necessary documents; and providing an effective date. (Submitted by: Ann Franklin, City Secretary)
- 9D. Consider action to approve Resolution No. R-2021-03 of the City Council of the City of Bastrop, Texas, approving a contract for election services between the Elections Administrator of Bastrop County and the City of Bastrop for the May 1, 2021 General Election for Bastrop, Texas, attached as Exhibit A; authorizing the City Manager to execute all necessary documents; and providing an effective date. (Submitted by: Ann Franklin, City Secretary)
- 9E. Consider action to approve Resolution No. R-2021-04 of the City Council of the City of Bastrop, Texas approving a General Service Contract to Arch Technical Services, LLC for third-party building review and inspection services in an amount not to exceed One Hundred Thousand Dollars and 00/100 cents (\$100,000.00) as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date. (Submitted by: Jennifer Bills, Assistant Director of Planning)
- 9F. Consider action to approve Resolution No. R-2021-05 of the City Council of the City of Bastrop, Texas awarding a contract with Smith Contracting Co. of Austin, Texas, in the amount of Three Million, Nine hundred thirty thousand, Nine hundred ninety-seven dollars and zero cents (\$3,930,997.00) for the construction of the Westside Collection system phase 1, authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date. (Submitted by: Trey Job, Assistant City Manager)
- 9G. Consider action to approve Resolution No. R-2021-06 of the City Council of the City of Bastrop, Texas awarding a contract with BAR Contracting, Inc. of Lancaster, Texas, in the amount of Twenty-six Million, Three hundred sixty-nine thousand dollars and zero cents (\$26,369,000.00) for the construction of the Wastewater Treatment Plant # 3, authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date. (Submitted by: Trey Job, Assistant City Manager)
- 9H. Consider action to approve Resolution No. R-2021-07 of the City Council of the City of Bastrop, Texas determining a public need and necessity for a micro-mobility hub at the corner of Spring and Main Street and authorizing the city's attorney to make the necessary changes to Chapter 12 (Traffic and Vehicles) needed to provide designated parking for micro-mobility hub vehicles during the standard operational hours, providing for a

repealing clause; and establishing an effective date. (Submitted by: Trey Job, Assistant City Manager)

10. EXECUTIVE SESSION - NONE

11. ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting as posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Bastrop City Hall, a place of convenient and readily accessible to the general public, as well as to the City's website, www.cityofbastrop.org and said Notice was posted on the following date and time: Thursday, January 7, 2021 at 3:00 p.m. and remained posted for at least two hours after said meeting was convened.



Ann Franklin, City Secretary





STAFF REPORT

MEETING DATE: January 12, 2021

AGENDA ITEM: 4A

TITLE:

Mayor's Report

STAFF REPRESENTATIVE:

Paul A. Hofmann, City Manager

POLICY EXPLANATION:

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

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

(b) For purposes of Subsection (a), "items of community interest" includes:

- (1) expressions of thanks, congratulations, or condolence;
- (2) information regarding holiday schedules;
- (3) an honorary or salutary recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutary recognition for purposes of this subdivision;
- (4) a reminder about an upcoming event organized or sponsored by the governing body;
- (5) information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the political subdivision; and
- (6) announcements involving an imminent threat to the public health and safety of people in the political subdivision that has arisen after the posting of the agenda.

ATTACHMENTS:

- Power Point Presentation



STAFF REPORT

MEETING DATE: January 12, 2021

AGENDA ITEM: 4B

TITLE:

Council Members' Report

STAFF REPRESENTATIVE:

Paul A. Hofmann, City Manager

POLICY EXPLANATION:

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

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

(b) For purposes of Subsection (a), "items of community interest" includes:

- (1) expressions of thanks, congratulations, or condolence;
- (2) information regarding holiday schedules;
- (3) an honorary or salutory recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutory recognition for purposes of this subdivision;
- (4) a reminder about an upcoming event organized or sponsored by the governing body;
- (5) information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the political subdivision; and
- (6) announcements involving an imminent threat to the public health and safety of people in the political subdivision that has arisen after the posting of the agenda.



STAFF REPORT

MEETING DATE: January 12, 2021

AGENDA ITEM: 4C

TITLE:

City Manager's Report

STAFF REPRESENTATIVE:

Paul A. Hofmann, City Manager

POLICY EXPLANATION:

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

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

(b) For purposes of Subsection (a), "items of community interest" includes:

- (1) expressions of thanks, congratulations, or condolence;
- (2) information regarding holiday schedules;
- (3) an honorary or salutary recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutary recognition for purposes of this subdivision;
- (4) a reminder about an upcoming event organized or sponsored by the governing body;
- (5) information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the political subdivision; and
- (6) announcements involving an imminent threat to the public health and safety of people in the political subdivision that has arisen after the posting of the agenda.



STAFF REPORT

MEETING DATE: January 12, 2021

AGENDA ITEM: 4D

TITLE:

A proclamation of the City Council of the City of Bastrop, Texas, recognizing January 18, 2021 as Martin Luther King Day.

STAFF REPRESENTATIVE:

Paul A. Hofmann, City Manager





PROCLAMATION



BASTROPTX
Heart of the Lost Pines / Est. 1832

DR. MARTIN LUTHER KING, JR. DAY BASTROP COUNTY HOLIDAY COMMISSION VIRTUAL CELEBRATION

WHEREAS, Dr. Martin Luther King, Jr. dedicated his life to bringing about social, political, and economic equality for all Americans by non-violent means, devoted his life to the struggle for justice and equality, sowing seeds of hope for a day when all people might claim “the riches of freedom and the security of justice,” and challenged our Nation to recognize that our individual liberty relies upon our common equality; and

WHEREAS, at a time when our Nation was sharply divided, Dr. King called on a generation of Americans to be “voices of reason, sanity, and understanding amid the voices of violence, hatred, and emotion,” and we must face today’s challenges with the strength, persistence and determination that he personified; and

WHEREAS, the impact of Dr. King’s contributions to civil rights are witnessed daily in the United States of America and throughout the world; and

WHEREAS, downplaying the honors bestowed upon him, including the Nobel Peace Prize, Dr. King wanted most to be remembered as a servant to others; and

WHEREAS, because of his accomplishments in civil rights, Dr. Martin Luther King, Jr. was killed by an assassin on April 4, 1968, at the age of thirty-nine years; and

WHEREAS, the Bastrop County MLK Jr. Holiday Commission was established in 1988 to revere, promote, and celebrate the legacy, actions, and memory of this great American leader; and

WHEREAS, the County Judge, and the Mayors and City Councils of Bastrop, Elgin, and Smithville recognize Dr. King, Jr. as a distinguished leader, orator, recipient of the Nobel Peace Prize, minister, prominent leader in the struggle for human and civil rights for all people, and truly great American whose dream lives on after him in all of us; and

WHEREAS, the President and Congress of the United States of America have declared the birthday of Dr. Martin Luther King, Jr. as a National, State, and Local Holiday; and

WHEREAS, the theme for the Holiday is to Celebrate, Remember and Act on “A Day On, Not a Day Off!” and we are called to engage in public service and promote nonviolent social change so that Dr. King’s unfinished movement toward equality can be achieved by our united, enduring efforts; and

WHEREAS, funds raised by the Martin Luther King Jr. Scholarship Committee each year helps students from Bastrop County pursue higher education and all citizens are urged to join with Bastrop High School, Smithville High School, Elgin High School, McDade High School, Cedar Creek High School and Colorado River Collegiate Academy in supporting the Scholarship Program; and

WHEREAS, Bastrop County is celebrating in 2021 through a Virtual Program due to COVID-19, which prevents us from gathering for the traditional walk and requires that we are socially distanced, yet still recognize that we are stronger apart while working together.

NOW, THEREFORE, BE IT PROCLAIMED by the County Judge, Mayors and City Councils of Bastrop, Elgin and Smithville, that Bastrop County recognizes January 18, 2021 as:

Dr. Martin Luther King Jr. Day

And further, urges all citizens to join with the Bastrop County Martin Luther King, Jr. Holiday Commission in their work for universal peace with justice, human rights, and social and economic progress for all people, area churches and other nonprofit organizations, and the cities of Smithville, Elgin, and Bastrop as well as the entirety of Bastrop County to recognize and celebrate the works of this truly remarkable American.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City/County _____ to be affixed this ____ day of January, 2021.

Signature

Attest:

Signature



STAFF REPORT

MEETING DATE: January 12, 2021

AGENDA ITEM: 6A

TITLE:

Receive presentation on the unaudited Monthly Financial Report for the period ending November 30, 2020.

STAFF REPRESENTATIVE:

Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

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

REVENUE

General Fund is exceeding the budget by almost 33.5%. This is attributed substantially to development fees. This category of revenue is already at 43% of budget two months into the fiscal year.

HOT funds revenue is short of forecast due to COVID-19 impacting the hospitality industry. This trend will be closely monitored.

Cemetery is running short of forecast. We have had only one non-resident plot sale since the price increase effective Oct. 1st.

The Park Land Dedication fund and Capital Bond funds are short of forecast due to interest returns being lower than forecast.

EXPENDITURES

All funds are positive variance to forecasted expenditures year to date.

POLICY EXPLANATION:

This reporting requirement is set forth by the City of Bastrop Financial Management Policies, Chapter IV. Operating Budget, Section D. Reporting, as adopted by Resolution R-2020-77 on September 8, 2020.

ATTACHMENTS:

- Unaudited Monthly Financial Report for the period ending November 30, 2020

CITY OF BASTROP

Comprehensive Monthly Financial Report November 2020



Performance at a Glance as of November 30, 2020



	YEAR TO DATE	REFERENCE
ALL FUNDS SUMMARY	POSITIVE	Page 3-4
SALES TAXES	POSITIVE	Page 5
PROPERTY TAXES	POSITIVE	Page 6
GENERAL FUND EXPENSE BY DEPARTMENT	POSITIVE	Page 7
WATER/WASTEWATER REVENUES	POSITIVE	Page 8
WATER/WASTEWATER EXPENDITURES BY DIVISION	POSITIVE	Page 9
ELECTRIC REVENUES	POSITIVE	Page 10
HOTEL OCCUPANCY TAX REVENUES	NEGATIVE	Page 11
HOTEL OCCUPANCY TAX EXPENDITURES BY DIVISION	POSITIVE	Page 12
LEGAL FEES BY ATTORNEY/CATEGORY	POSITIVE	Page 13
PERFORMANCE INDICATORS		
POSITIVE	= Positive variance or negative variance < 1% compared to seasonal trends	
WARNING	= Negative variance of 1-5% compared to seasonal trends	
NEGATIVE	= Negative variance of >5% compared to seasonal trends	

BUDGET SUMMARY OF ALL FUNDS

	FY2021	FY2021	FY2021	
	<u>Approved Budget</u>	<u>Forecast YTD</u>	<u>Actual YTD</u>	<u>Variance</u>
<u>Revenues:</u>				
General	\$ 12,471,919	\$ 1,451,689	\$ 1,935,338	33.3%
Designated	63,583	4,533	6,079	34.1%
Innovation	150,000	-	-	0.0%
Street Maintenance	1,024,000	1,021,275	1,023,581	0.2%
Debt Service	2,863,181	90,885	150,939	66.1%
Water/Wastewater	6,572,900	992,537	1,136,969	14.6%
Water/Wastewater Debt	2,956,026	343,463	344,861	0.4%
Water/Wastewater Capital Proj	130,000	21,667	22,962	6.0%
Impact Fees	907,250	151,208	440,784	191.5%
Vehicle & Equipment Replacement	452,192	129,532	141,460	9.2%
Electric	7,154,050	990,054	1,021,036	3.1%
HOT Tax Fund	2,533,212	424,326	284,386	-33.0%
Library Board	20,600	750	3,451	360.1%
Cemetery	108,750	18,125	10,217	-43.6%
Capital Bond Projects	1,105,793	17,167	3,972	-76.9%
Grant Fund	731,851	12,000	12,845	7.0%
Park/Trail Land Dedicaiton	1,865	271	263	-3.0%
Hunter's Crossing PID	513,031	14,521	14,789	1.8%
Bastrop EDC	3,953,570	443,678	465,141	4.8%
TOTAL REVENUES	\$ 43,713,773	\$ 6,127,681	\$ 7,019,073	14.5%

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

BUDGET SUMMARY OF ALL FUNDS

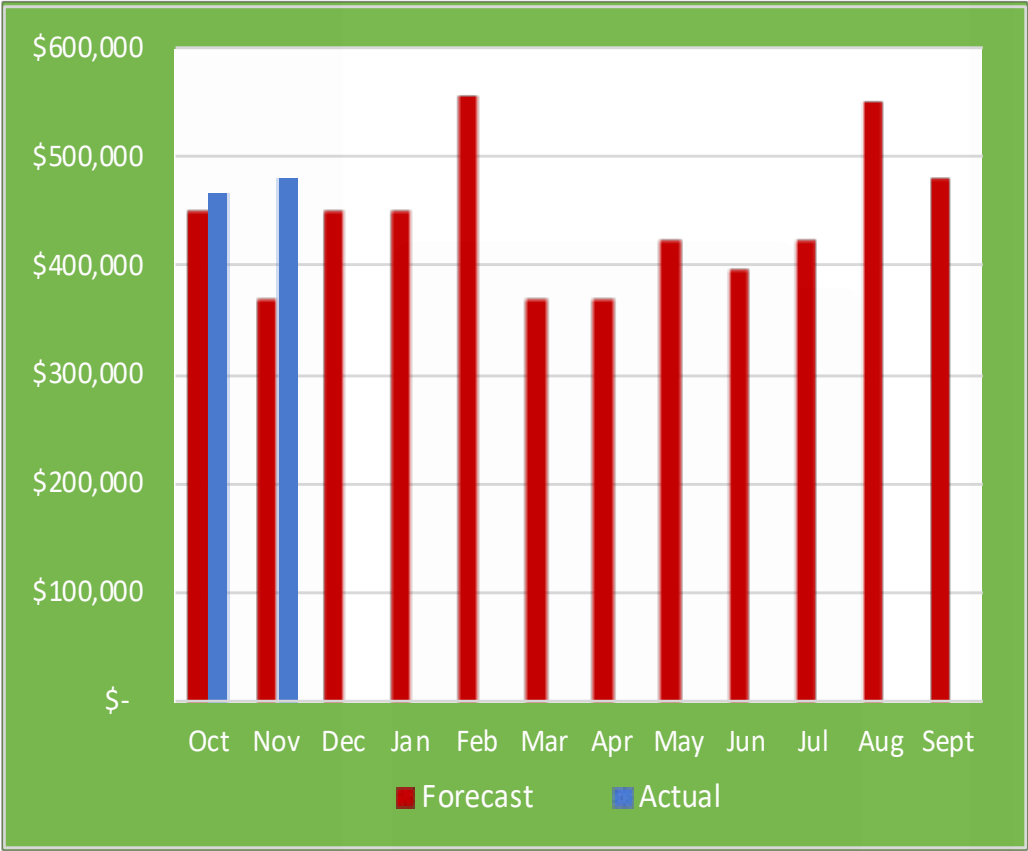
	<u>FY2021</u> <u>Approved Budget</u>	<u>FY2021</u> <u>Forecast YTD</u>	<u>FY2021</u> <u>Actual YTD</u>	<u>Variance</u>
<u>Expense:</u>				
General	\$ 12,333,505	\$ 1,683,419	\$ 1,471,988	-12.6%
Designated	481,000	# 3,100	595	-80.8%
Innovation	503,668	149,668	149,668	0.0%
Street Maintenance	1,020,654	-	-	0.0%
Debt Service	2,997,157	4,030	-	-100.0%
Water/Wastewater	6,213,872	917,281	842,594	-8.1%
Water/Wastewater Debt	2,174,353	-	-	0.0%
Water/Wastewater Capital Proj.	200,000	100,000	93,316	-6.7%
Impact Fees	910,250	-	-	0.0%
Vehicle & Equipment Replacement	241,800	-	-	0.0%
Electric	7,427,450	1,229,643	1,173,258	-4.6%
HOT Tax Fund	2,795,012	1,066,681	426,998	-60.0%
Library Board	23,450	3,908	-	-100.0%
Park Dedication	56,000	-	-	0.0%
Cemetery	79,803	15,271	14,145	-7.4%
Hunter's Crossing PID	480,025	20,588	17,859	-13.3%
Capital Projects (Bond)	24,305,268	1,464,600	1,471,443	0.5%
Grant Fund	731,851	8,272	8,272	0.0%
Bastrop EDC	5,131,091	731,117	660,223	-9.7%
TOTAL EXPENSES	\$ 68,106,209	\$ 7,397,578	\$ 6,330,359	-14.4%
Surplus/(Shortfall)	\$ (24,392,436)	\$ (557,862)	\$ 231,271	-141.5%

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

REVENUE ANALYSIS

SALES TAX REVENUE

	<u>Month</u>	FY2021 <u>Forecast</u>	FY2021 <u>Actual</u>	Monthly <u>Variance</u>
	Oct	\$ 447,689	\$ 464,945	\$ 17,256
	Nov	368,685	477,068	\$ 108,383
	Dec	447,689		\$ -
	Jan	447,689		\$ -
	Feb	553,028		\$ -
	Mar	368,685		\$ -
	Apr	368,685		\$ -
	May	421,355		\$ -
	Jun	395,020		\$ -
	Jul	421,355		\$ -
	Aug	547,761		\$ -
	Sept	479,291		\$ -
Total		\$ 5,266,932	\$ 942,013	\$ 125,639
Cumulative Forecast		\$ 816,374		
Actual to Forecast		\$ 125,639	15.4%	

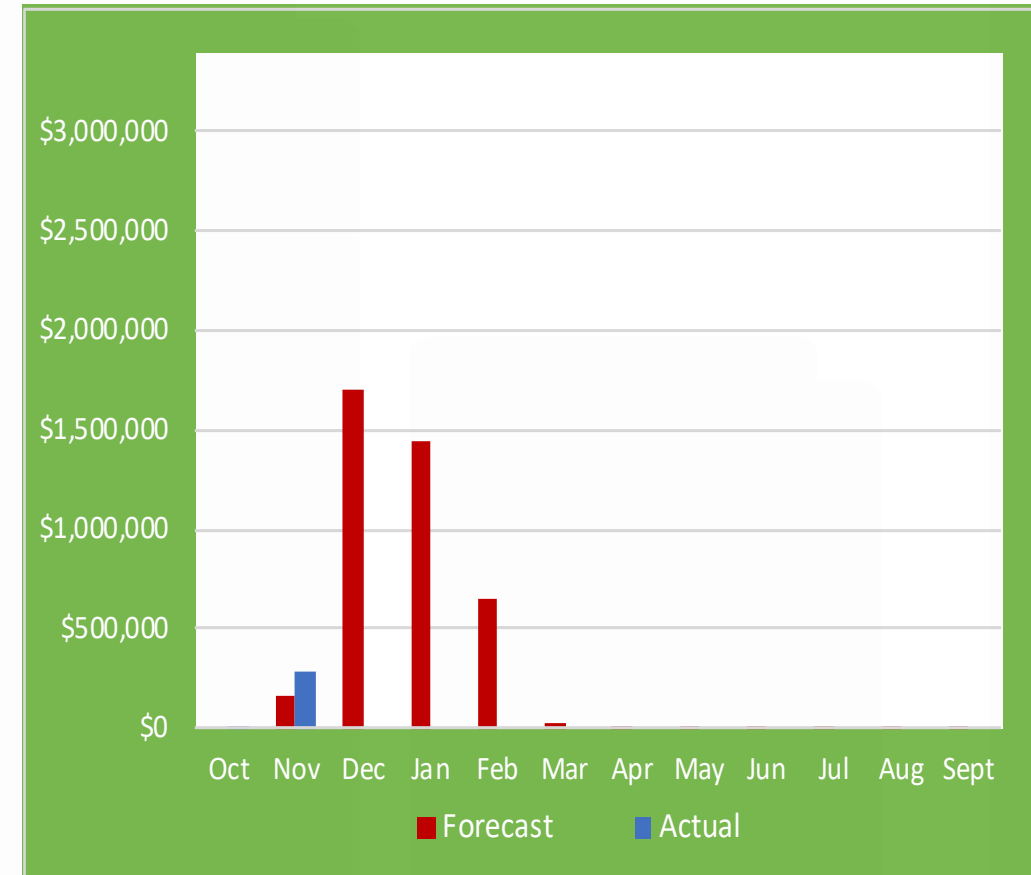


POSITIVE

Sales Tax is 42% of the total budgeted revenue for General Fund. The actual amounts for Oct. and Nov. are estimated due to the State Comptroller's two month lag in payment of these earned taxes. The actual is almost 15% greater than forecasted.

PROPERTY TAX REVENUE

<u>Month</u>	FY2021 <u>Forecast</u>	FY2021 <u>Actual</u>	Monthly <u>Variance</u>
Oct	\$ -	\$ 696	\$ 696
Nov	161,543	280,465	\$ 118,922
Dec	1,696,205		
Jan	1,437,736		
Feb	646,173		
Mar	32,309		
Apr	16,154		
May	16,154		
Jun	8,077		
Jul	8,077		
Aug	8,077		
Sept	8,077		
Total	<u>\$ 4,038,582</u>	<u>\$ 281,161</u>	<u>\$ 119,618</u>
Cumulative Forecast	\$ 161,543		
Actual to Forecast	\$ 119,618	74.05%	



POSITIVE

Property tax represents 31% of the total General Fund revenue budget. As you can see from the forecast, they are generally collected from December to February. The actual is exceeding the forecast by 74%. The timing of when these payments are received does not stay consistent from year to year which increases the difficulty of forecasting the monthly receipts.

GENERAL FUND EXPENDITURES BY DEPT.

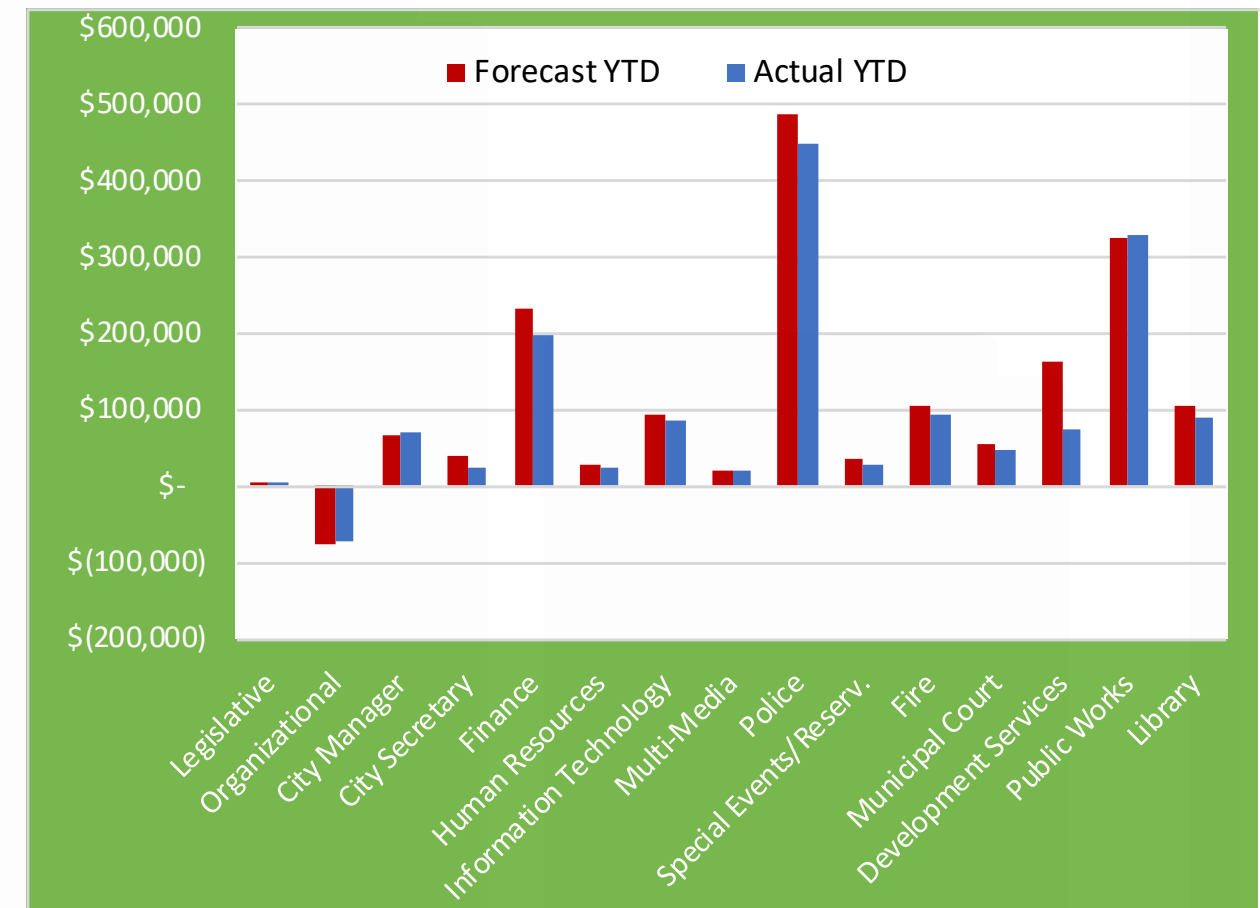
Division	FY2021 Forecast YTD	FY2021 Actual YTD	Variance
Legislative	\$ 5,847	\$ 1,591	\$ (4,256)
Organizational	(77,264)	(73,667)	\$ 3,597
City Manager	66,951	70,679	\$ 3,728
City Secretary	39,164	25,809	\$ (13,355)
Finance	230,888	196,877	\$ (34,011)
Human Resources	27,355	25,573	\$ (1,782)
Information Technology	95,579	86,700	\$ (8,879)
Multi-Media	20,225	21,923	\$ 1,698
Police	487,845	449,660	\$ (38,185)
Special Events/Reserv.	34,592	29,479	\$ (5,113)
Fire	104,396	92,230	\$ (12,166)
Municipal Court	56,845	48,444	\$ (8,401)
Development Services	161,359	76,074	\$ (85,285)
Public Works	326,470	329,157	\$ 2,687
Library	105,235	91,460	\$ (13,775)
Total	\$ 1,685,487	\$ 1,471,989	\$ (213,498)

Actual to Forecast

87.3%

POSITIVE

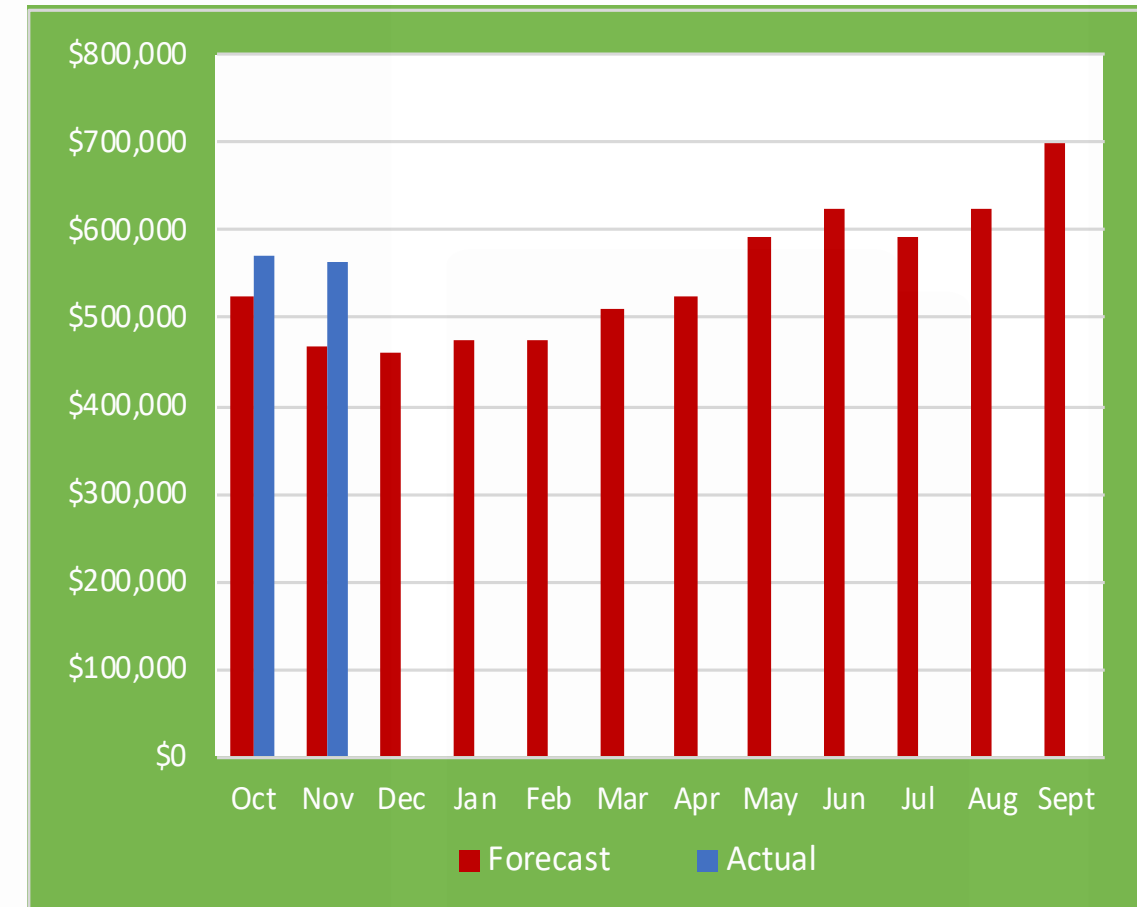
This is a new page to the financial report that looks at forecast to actual by department within the General Fund. YTD the actual is 87% of forecast. We will continue to refine our forecast based on historic patterns and understanding of what has been budgeted.



REVENUE ANALYSIS

WATER/WASTEWATER REVENUE

<u>Month</u>	<u>FY2021 Forecast</u>	<u>FY2021 Actual</u>	<u>Monthly Variance</u>
Oct	\$ 525,920	\$ 572,388	\$ 46,468
Nov	466,616	564,581	\$ 97,965
Dec	460,044		
Jan	476,204		
Feb	476,616		
Mar	509,760		
Apr	525,920		
May	591,384		
Jun	624,116		
Jul	591,796		
Aug	624,528		
Sept	699,992		
Total	\$ 6,572,896	\$ 1,136,969	\$ 144,433
Cumulative Forecast	\$ 992,536		
Actual to Forecast	\$ 144,433	14.55%	



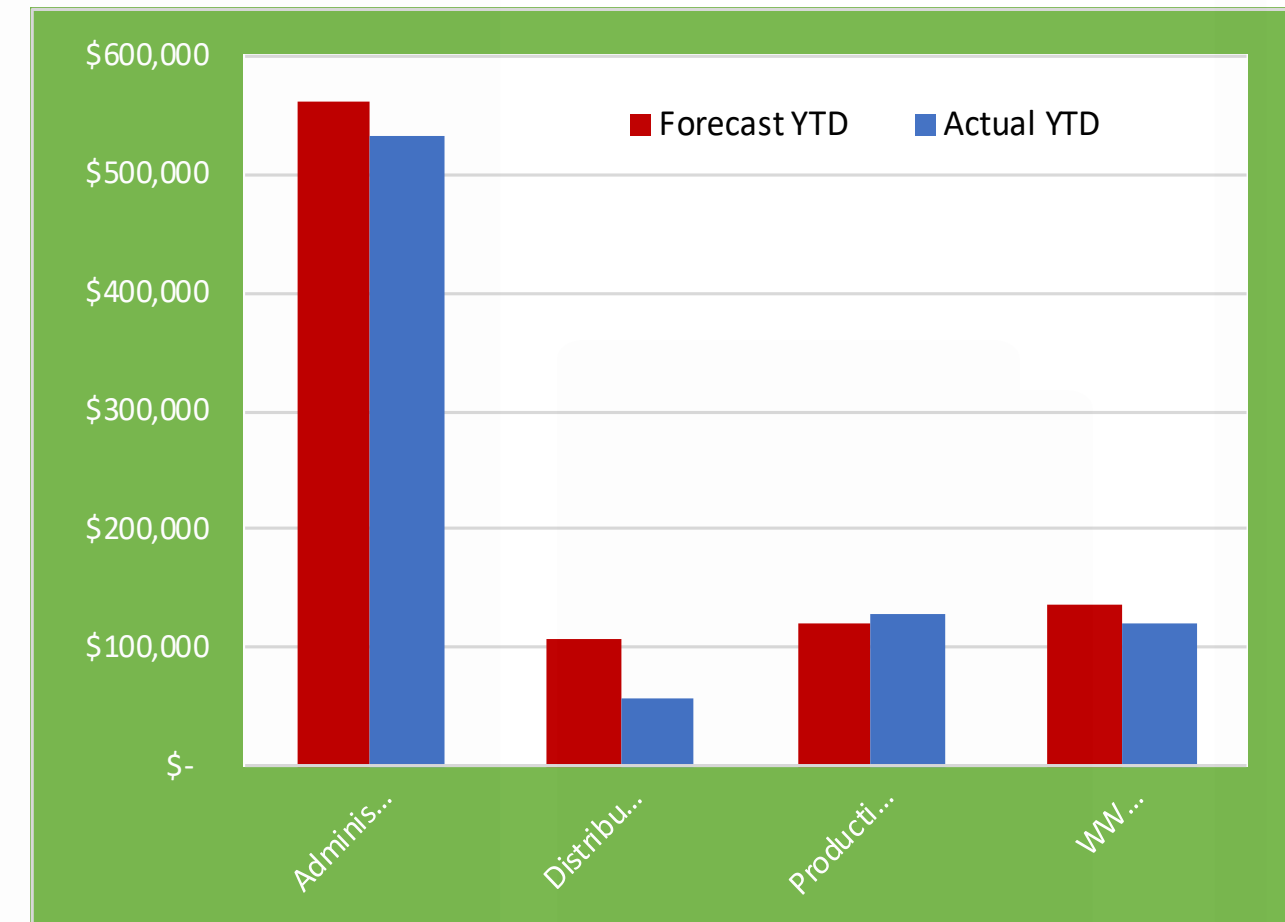
POSITIVE

The water and wastewater actual revenue is higher than forecast almost 15%. There were 31 new meters set this month all residential.

EXPENSE ANALYSIS

WATER/WASTEWATER EXPENDITURES BY DIVISION

<u>Division</u>	FY2021 <u>Forecast YTD</u>	FY2021 <u>Actual YTD</u>	<u>Variance</u>
Administration	\$ 561,101	\$ 533,652	\$ (27,449)
Distribution/Collection	107,480	58,739	\$ (48,741)
Production/Treatment	120,328	129,375	\$ 9,047
WW Treatment Plant	<u>136,560</u>	<u>120,829</u>	\$ (15,731)
 Total	 <u>\$ 925,469</u>	 <u>\$ 842,595</u>	 <u>\$ (82,874)</u>
 Actual to Forecast	 91.0%		



POSITIVE

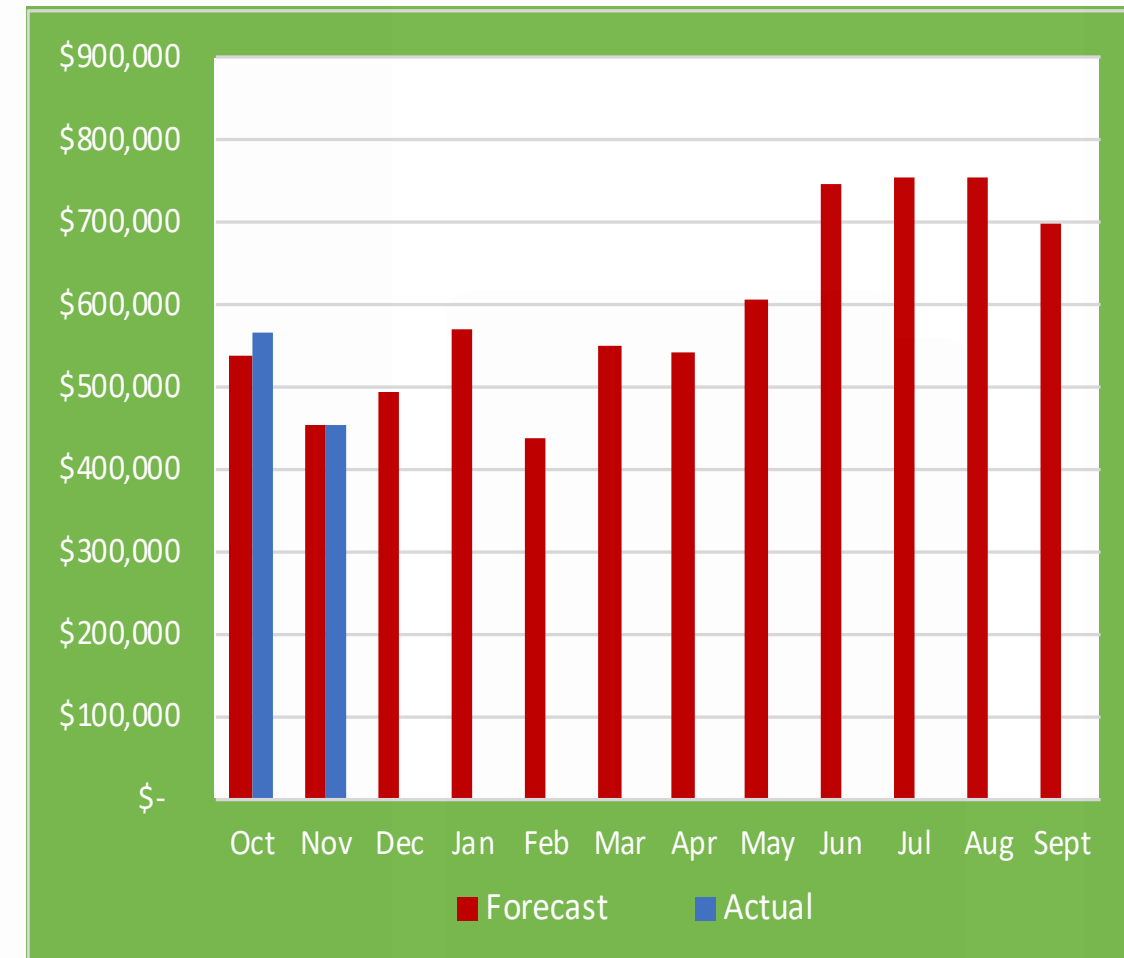
This is a new page in the Financial Report that tracks the actual to forecast by divisions within the Water/Wastewater department. The actual is almost 91% of forecast.

REVENUE ANALYSIS

COMPREHENSIVE MONTHLY FINANCIAL REPORT – November 2020

ELECTRIC FUND REVENUE

<u>Month</u>	<u>FY2021 Forecast</u>	<u>FY2021 Actual</u>	<u>Monthly Variance</u>
Oct	\$ 537,087	\$ 566,455	\$ 29,368
Nov	452,966	454,582	\$ 1,616
Dec	495,027		
Jan	572,137		
Feb	439,936		
Mar	551,107		
Apr	544,097		
May	607,188		
Jun	747,389		
Jul	754,399		
Aug	754,399		
Sept	698,318		
Total	\$ 7,154,050	\$ 1,021,037	\$ 30,984
Cumulative Forecast	\$ 990,053		
Actual to Forecast	\$ 30,984	3.13%	



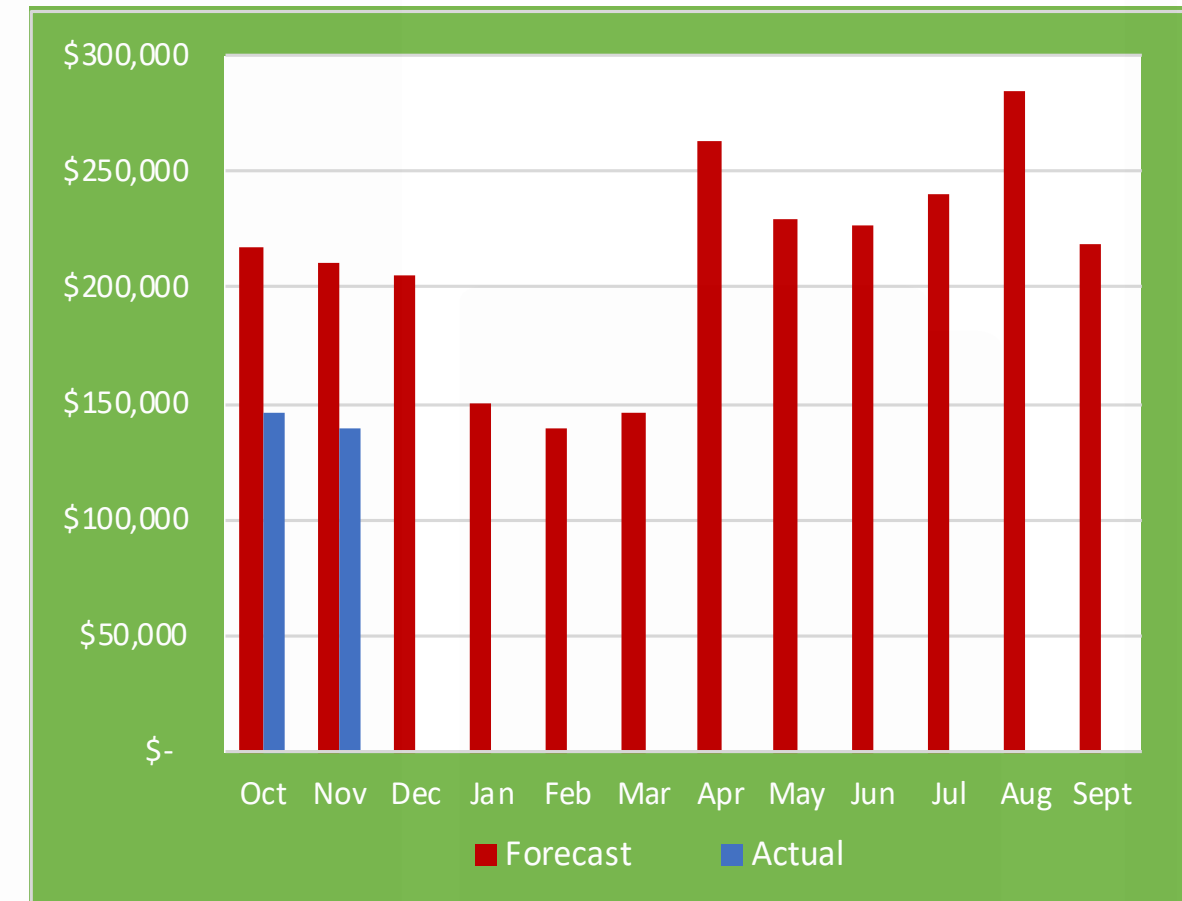
POSITIVE

The Electric utility revenue is slightly over 3% above forecasted revenue. There was 3 new meter set this month all residential.

REVENUE ANALYSIS

HOTEL OCCUPANCY TAX REVENUE

<u>Month</u>	<u>FY2021 Forecast</u>	<u>FY2021 Actual</u>	<u>Monthly Variance</u>
Oct	\$ 217,168	\$ 145,576	\$ (71,592)
Nov	210,688	138,810	\$ (71,878)
Dec	204,751		
Jan	150,637		
Feb	139,920		
Mar	145,899		
Apr	263,503		
May	229,521		
Jun	226,291		
Jul	240,708		
Aug	285,412		
Sept	218,714		
Total	\$ 2,533,212	\$ 284,386	\$ (143,470)
Cumulative Forecast	\$ 427,856		
Actual to Forecast %	\$ (143,470)	-33.5%	

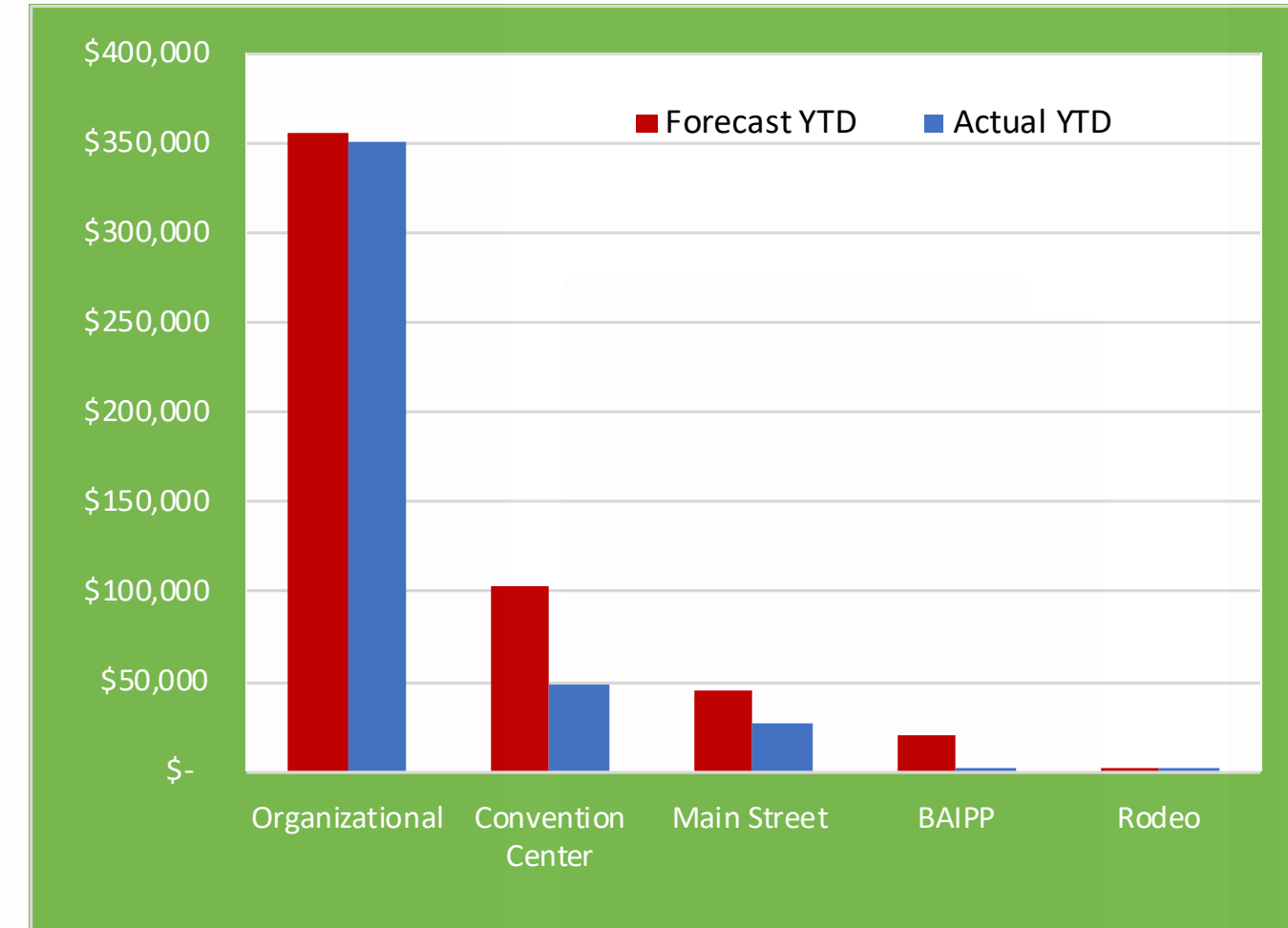
**NEGATIVE**

So far YTD we are 33.5% negative actual to forecast. ***The Hotel Tax revenue YTD is \$212,398 less than same time last year.***

EXPENSE ANALYSIS

HOTEL OCCUPANCY TAX EXPENDITURES BY DIVISION

<u>Division</u>	<u>FY2021 Forecast YTD</u>	<u>FY2021 Actual YTD</u>	<u>Variance</u>
Organizational	\$ 354,750	\$ 350,605	\$ (4,145)
Convention Center	102,970	48,701	\$ (54,269)
Main Street	45,435	27,172	\$ (18,263)
BAIPP	20,789	30	\$ (20,759)
Rodeo	<u>483</u>	<u>490</u>	\$ 7
Total	<u>\$ 524,427</u>	<u>\$ 426,998</u>	<u>\$ (97,429)</u>
Actual to Forecast	81.4%		



POSITIVE

This is a new page in the Financial Report that shows the actual to forecast for each division located in the Hotel Occupancy Tax Fund. YTD is reporting actual is almost 81% of forecast.

Legal fees by Attorney/Category

COMPREHENSIVE MONTHLY FINANCIAL REPORT – November 2020

FIRM	CASE	FY18-19	FY19-20	FY20-21
BUNDREN				
	Pine Forest Interlocal	\$ 6,195	\$ 1,298	\$ -
BOJORQUEZ				
	General Legal	\$ 432,931	\$ 185,102	\$ 19,684
	COVID-19	\$ -	\$ 8,687	\$ 165
	Vandiver	\$ 1,857	\$ -	\$ -
	Pine Forest Interlocal	\$ -	\$ 1,275	\$ -
	Prosecutor (Municipal Court)	\$ 23,357	\$ 15,526	\$ 3,068
	Water/WW	\$ 46,721	\$ 57,168	\$ 21,533
RUSSEL RODRIGUEZ HYDE				
	Hunter's Crossing PID	\$ -	\$ 7,378	\$ 335
MULTIPLE FIRMS				
	XS Ranch Water Rights	\$ 6,204	\$ 4,888	\$ -
	Hunter's Crossing PID	\$ 89,899	\$ 10,391	\$ -
TAYLOR, OLSON, ADKIN S, SRALLA & ELAM				
	Red Light Camera Suit	\$ 717	\$ 64	\$ -
		<u>\$ 607,881</u>	<u>\$ 291,777</u>	<u>\$ 44,785</u>

SUMMARY OF CASE/TYPE

Row Labels	Sum of FY18-19	Sum of FY19-20	Sum of FY20-21
COVID-19	\$ -	\$ 8,687	\$ 165
General Legal	\$ 432,931	\$ 185,102	\$ 19,684
Hunter's Crossing PID	\$ 89,899	\$ 17,769	\$ 335
Pine Forest Interlocal	\$ 6,195	\$ 2,573	\$ -
Prosecutor (Municipal Court)	\$ 23,357	\$ 15,526	\$ 3,068
Red Light Camera Suit	\$ 717	\$ 64	\$ -
Vandiver	\$ 1,857	\$ -	\$ -
Water/WW	\$ 46,721	\$ 57,168	\$ 21,533
XS Ranch Water Rights	\$ 6,204	\$ 4,888	\$ -
(blank)			
Grand Total	\$ 607,881	\$ 291,777	\$ 44,785



STAFF REPORT

MEETING DATE: January 12, 2021

AGENDA ITEM: 7

TITLE:

CITIZEN COMMENTS

At this time, three (3) minute comments will be taken from the audience on any topic. To address the Council in person, please submit a fully completed request card to the City Secretary prior to the start of the meeting or to have it read from the dais, complete a citizen comment form with comments at www.cityofbastrop.org/citizencommentform before 5:00 p.m. on January 12, 2021. Submitted comments will be read aloud at the meeting. Comments from each individual will be limited to three (3) minutes when read aloud. In accordance with the Texas Open Meetings Act, if a citizen discusses any item not on the agenda, City Council cannot discuss issues raised or make any decision at this time. Instead, City Council is limited to making a statement of specific factual information or a recitation of existing policy in response to the inquiry. Issues may be referred to City Manager for research and possible future action.

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



STAFF REPORT

MEETING DATE: January 12, 2021

AGENDA ITEM: 8A

TITLE:

Consider action to approve City Council minutes from the December 8, 2020 Regular meeting.
(Submitted by: Ann Franklin, City Secretary)

STAFF REPRESENTATIVE:

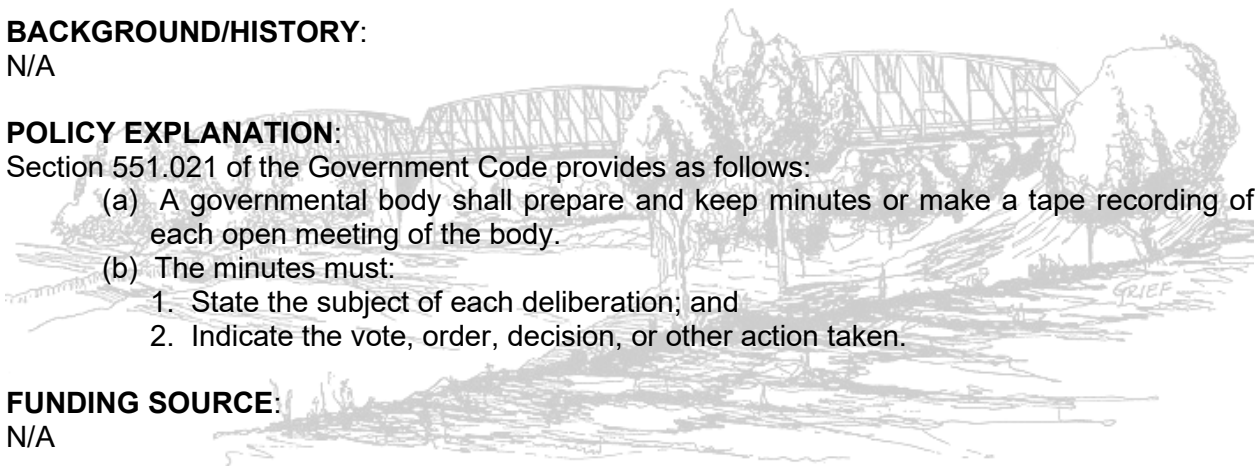
Paul A. Hofmann, City Manager
Ann Franklin, City Secretary

BACKGROUND/HISTORY:

N/A

POLICY EXPLANATION:

Section 551.021 of the Government Code provides as follows:

- 
- (a) A governmental body shall prepare and keep minutes or make a tape recording of each open meeting of the body.
 - (b) The minutes must:
 - 1. State the subject of each deliberation; and
 - 2. Indicate the vote, order, decision, or other action taken.

FUNDING SOURCE:

N/A

RECOMMENDATION:

Consider action to approve City Council minutes from the December 8, 2020 Regular meeting.

ATTACHMENTS:

- December 8, 2020, DRAFT Regular Meeting Minutes.

DECEMBER 8, 2020

The Bastrop City Council met in a regular meeting on Tuesday, December 8, 2020, at 6:30 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members physically present were: Mayor Schroeder, Mayor Pro Tem Nelson and Council Members Ennis, Peterson and Rogers. Council Member Jackson was present via video. Officers physically present were City Manager, Paul A. Hofmann; and City Attorney, Alan Bojorquez. City Secretary, Ann Franklin was present via video.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE**INVOCATION**

Police Chaplain Cliff Sparks, gave the invocation.

PRESENTATIONS

- 4A. Mayor's Report
- 4B. Council Members' Report
- 4C. City Manager's Report

ITEMS FOR INDIVIDUAL CONSIDERATION

- 9D. Consider action to approve the Ordinance No. 2020-32 of the City Council of the City of Bastrop, Texas authorizing the issuance of City of Bastrop, Texas Limited Tax Note, Series 2020; prescribing the form of the note; levying an ad valorem tax to pay the note; awarding the sales thereof; and enacting other provisions relating thereto. (Submitted by: Tracy Waldron, Chief Financial Officer)
Presentation was made by Dan Wegmiller, Specialized Public Finance.

A motion was made by Council Member Rogers to approve Ordinance No. 2020-118, seconded by Council Member Ennis, motion was approved on a 5-0 vote.

WORK SESSION/BRIEFINGS

- 5A. Discuss policy regarding repair of broken headstones located in the Fairview Cemetery. (Submitted by: Tracy Waldron, Chief Financial Officer)
Presentation was made by Chief Financial Officer, Tracy Waldron.

SPEAKERS

**Cheryl Long
1501 Church Street
512-517-2040**

Robbie Sanders
1402 Main St. Bastrop, Texas. 78602
512-461-2246

STAFF AND BOARD REPORTS

- 6A. Receive presentation on the unaudited Monthly Financial Report for the period ending September 30, 2020. (Submitted by: Tracy Waldron, Chief Financial Officer)
Presentation was made by Chief Financial Officer, Tracy Waldron.
- 6B. Receive presentation on the unaudited Monthly Financial Report for the period ending October 31, 2020. (Submitted by: Tracy Waldron, Chief Financial Officer)
Presentation was made by Chief Financial Officer, Tracy Waldron.

CITIZEN COMMENT

Emily Bolt
1811 Main St
713-392-0282

Monroe Talley
410 Juniper

CONSENT AGENDA

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

- 8A. Consider action to approve City Council minutes from the November 10, 2020 Regular meeting. (Submitted by: Ann Franklin, City Secretary)
- 8B. Consider action to approve Resolution No. R-2020-120 of the City Council of the City of Bastrop, Texas approving the 2021 Council Meeting Schedule, attached as Exhibit A; and providing an effective date. (Submitted by: Ann Franklin, City Secretary)
- 8C. Consider action to approve the second reading of Ordinance No. 2020-31 of the City Council of the City of Bastrop, Texas amending Bastrop Building Block (B³) Code Section 2.3.004 Annual Adoption of Schedule of Uniform Submittal Dates for Site Plans and Place Type Zoning Changes, and Bastrop Building Block (B³) Technical Manual Section 1.2.002 Uniform Submittal Dates, as shown in Exhibit A, establishing a repealing clause, providing severability, and providing an effective date. (Submitted by: Tracy Waldron, Chief Financial Officer) (Submitted by: Jennifer Bills, Assistant Director Planning)
- 8D. Consider action to approve Resolution No. R-2020-117 of the City Council of the City of Bastrop, Texas approving a CARES Act Funding Agreement with the Bastrop Economic Development Corporation, attached as Exhibit A, in an amount not to

exceed One Hundred Twenty-Six Thousand Dollars (\$126,000); and establishing an effective date. (Submitted by: Tracy Waldron, Chief Financial Officer)

- 8E. Consider action to approve Resolution No. R-2020-121 of the City Council of the City of Bastrop, Texas, stating that the City Council has determined the Construction Manager at Risk (CMAR) delivery method to provide the best value to the City and that the award of the Construction Manager At Risk Contract will be awarded based on best value to the City; and providing an effective date. (Submitted by: Trey Job, Assistant City Manager)
- 8F. Consider action to approve Resolution No. R-2020-119 of the City Council of the City of Bastrop, Texas awarding a contract for The Sidewalk Connectivity Project to 304 Construction, LLC, in the amount of two hundred twenty thousand and fifty three dollars (\$220,053.00); authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date. (Submitted by: Curtis Hancock, Director of Public Works)
- 8G. Consider action to approve Resolution No. R-2020-112 approving reappointment of Charles W. Carver, JD as Associate Judge, Bastrop Municipal Court, City of Bastrop; naming the appointed Judge to a term of two (2) years; authorizing the City Manager to execute a contract; attached as Exhibit A; providing for a repealing clause; and establishing an effective date. (Submitted by: Tracy Waldron, Chief Financial Officer)
- 8H. Discuss and consider action to confirm standard forms and Rules of Procedure proposed by the Bastrop Board of Ethics. (Submitted by: Paul A. Hofmann, City Manager)

ITEMS FOR INDIVIDUAL CONSIDERATION

- 9A. Consider and adopt on first and final reading Ordinance No. 2020-29 as an emergency measure ratifying temporary Emergency Orders enacted by the Mayor in her capacity as Emergency Management Director in regards to the current Local State of Disaster, for the immediate preservation of the public peace, health or safety. **Mayor Schroeder did not approve any Emergency Orders since the last Council meeting.**
- 9B. Consider action to approve Resolution No. R-2020-118 of the City Council of the City of Bastrop, Texas for a Speed Hump Policy, authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date. (Submitted by: Curtis Hancock, Director of Public Works)
Presentation was made by Director of Public Works, Curtis Hancock.

A motion was made by Council Member Rogers to approve Resolution No. R-2020-118, seconded by Council Member Ennis, motion was approved on a 5-0 vote.
- 9C. Consider action to approve Resolution No. R-2020-125 of the City Council of the City of Bastrop, Texas, authorizing the City Manager to take certain actions regarding fitness and recreational facilities and programs as related to the Bastrop Young Men's

Christian Association (Bastrop YMCA). (Submitted by: Paul A. Hofmann, City Manager)

Presentation was made by City Manager, Paul A. Hofmann.

SPEAKERS

Sandi Schneiderman

134 Crenshaw Lane

512-535-3592

A motion was made by Mayor Pro Tem Nelson to approve Resolution No. R-2020-125, seconded by Council Member Ennis, motion was approved on a 5-0 vote.

- 9E. Consider action to approve the first reading of Ordinance No. 2020-33 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2021 in accordance with existing statutory requirements; appropriating the various amounts herein as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; establishing an effective date, and move to include on the January 12, 2020 City Council consent agenda for a second reading. (Submitted by: Tracy Waldron, Chief Financial Officer)

Presentation was made by Chief Financial Officer, Tracy Waldron.

A motion was made by Council Member Rogers to approve the first reading of Ordinance No. 2020-33, seconded by Mayor Pro Tem Nelson, motion was approved on a 5-0 vote.

- 9F. Consider action to approve the first reading of Ordinance No. 2020-34 of the City Council of the City of Bastrop, Texas, amending the code of ordinances, affirming the creation of Assistant City Manager positions, addressing designation of an Acting City Manager, and removing the Director of Public Safety position by amending Sections 9.02.004 and 9.02.005, and repealing Article 9.05, Division 2, and providing for findings of fact, repealer, severability, codification, effective date, proper notice and meeting; and move to include on the January 12, 2020 City Council consent agenda for a second reading. (Submitted by: Tanya Cantrell, Human Resources Director)

Presentation was made by Human Resources Director, Tanya Cantrell.

A motion was made by Mayor Pro Tem Nelson to approve the first reading of Ordinance No. 2020-34, seconded by Council Member Peterson, motion was approved on a 5-0 vote.

Mayor Schroeder recessed the Council Meeting at 8:37 p.m.

Mayor Schroeder called the Council Meeting back to order at 8:44 p.m.

- 9G. Consider action to approve Resolution No. R-2020-122 of the City Council of the City of Bastrop, Texas, requiring a Professional Service Agreement be executed with NEU Community Bastrop LLC for the continued review of the NEU Community Bastrop Public Improvement District and NEU Community Bastrop Development Agreement, as attached in Exhibit A; authorizing the City Manager to execute necessary documents; providing for a repealing clause; and establishing an effective date.

Presentation was made by Assistant Director of Planning, Jennifer Bills.

SPEAKERS

**Priscilla Ruiz
101 Anahulu Lane
Bastrop TX 78602
512-733-4651**

**Alison Kanak
399-A Pope Bend N.
Cedar Creek, Tx. 78613
512-680-4202**

**Gwen Martin
229 Estate Row
Cedar Creek, TX 78612
832-372-2662**

**Randan Steinhauser
Pecan Lane
Rockne, TX
202-734-1432**

**Charlie Munson
1883 Watterson Rd
Red Rock TX 78662
512-698-1798**

**David Grassel
242 FM 969
512-698-3685**

**Heather Carmack
184 Fohn Rd.
Red Rock, Tx, 78662
512-629-5703**

**Nicole
106 Moccasin Cyn
512-917-4236**

**Jennifer Murray
224 Hekili Dr.
Bastrop, TX 78602
805-558-5309**

**Scott and Pat Hanson
233 Estate Row
512-636-3240**

**Rick Rosenberg
8140 North MoPac Expressway Austin, TX 78759
512-567-8598**

**Chad Martin
229 Estate Row
Cedar Creek, TX 78612
512-535-3088**

**Sarah Jaehne
158 VALLEY VIEW DR.
Bastrop, TX 78602
713-927-1826**

**Amanda Ambrosetti
192 Blue Flame Rd
512-567-3784**

**Gwendolyn Robinson
157 Camino Del Sol
Del Valle, Bastrop County, Texas
(512) 909-0053**

**Krystal Grimes
114 W Keomuku Lane,
Bastrop
770-722-0230**

**Talley Williams
221 W 6th Street, Suite 1300
512-680-8263**

**Malissa
1883 Watterson RD.
512-487-4232**

**Sommer Hruska
Red Rock, TX 78662
512-947-7438**

A motion was made by Council Member Rogers to approve Resolution No. R-2020-122, seconded by Council Member Ennis, motion was approved on a 5-0 vote.

- 9H. Hold public hearing and consider action to approve Resolution No. R-2020-123 of the City Council, of the City of Bastrop, Texas, authorizing the creation of the NEU Community Bastrop Public Improvement District within the City of Bastrop, pursuant to Chapter 372 of the Texas Local Government Code, as shown in Exhibit A, establishing findings of fact, authorizing and directing the publication of notice; and establishing an effective date. (Trey Job, Assistant City Manager and Jennifer Bills, Assistant Director of Planning)

Presentation was made by Assistant Director of Planning, Jennifer Bills.

Public hearing was opened.

Public hearing was closed.

No Action was taken.

Mayor Schroeder recessed the Council Meeting at 10:42 p.m.

Mayor Schroeder called the Council Meeting back to order at 10:52 p.m.

- 9I. Consider action to approve Resolution No. R-2020-124 of the City Council of the City of Bastrop, Texas, approving a development agreement for NEU Community Bastrop LLC on 410.599 acres of the Nancy Blakey survey, Abstract A-98, as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; and establishing an effective date. (Trey Job, Assistant City Manager and Jennifer Bills, Assistant Director of Planning)

Presentation was made by Assistant City Manager, Trey Job.

No Action was taken.

EXECUTIVE SESSION - NONE

ADJOURNMENT

Adjourned at 11:01 p.m. without objection.

APPROVED:

ATTEST:

Mayor Connie B. Schroeder

City Secretary Ann Franklin

The Minutes were approved on January 12, 2021, by Council Member motion, Council Member second. The motion was approved on a vote.



STAFF REPORT

MEETING DATE: January 12, 2021

AGENDA ITEM: 8B

TITLE:

Consider action to approve the second reading of Ordinance No. 2020-34 of the City Council of the City of Bastrop, Texas, amending the code of ordinances, affirming the creation of Assistant City Manager positions, addressing designation of an Acting City Manager, and removing the Director of Public Safety position by amending Sections 9.02.004 and 9.02.005, and repealing Article 9.05, Division 2, and providing for findings of fact, repealer, severability, codification, effective date, proper notice and meeting.

STAFF REPRESENTATIVE:

Tanya Cantrell, Human Resources Director

BACKGROUND/HISTORY:

The City Manager has engaged in the assessment and reorganization of certain key staff positions, and determined that Assistant City Manager Positions are necessary and appropriate, and that the now-vacant position of Director of Public Safety is no longer necessary or appropriate.

There was a minor discrepancy between the Code and the Charter regarding the City Manager's authority to appoint, remove, and supervise all departments of the City. This amendment clarifies that Council recommendation and/or advice for the proper administration of the City is not necessary or appropriate.

There was a minor discrepancy between the Code and the Charter regarding the designation of an Acting City Manager. This amendment clarifies that both the City Council and the City Manager have certain authority to designate a qualified administrative employee to provide coverage in the City Manager's absence.

POLICY EXPLANATION:

Article IV of Bastrop's Home Rule Charter, the City Manager is responsible as the chief administrative officer for the proper administration of the city including the appointment, removal, and supervision of all departments of the City.

Article III of Bastrop's Home Rule Charter, the City Council has the authority to establish, consolidate, or abolish administrative departments.

Article IV of Bastrop's Home Rule Charter, both the City Council and the City Manager have certain authority to designate a qualified administrative employee to provide coverage in the City Manager's absence.

FUNDING SOURCE:

N/A

RECOMMENDATION:

Recommend approval of the second reading of Ordinance No. 2020-34 of the City Council of the City of Bastrop, Texas, amending the code of ordinances, affirming the creation of Assistant City Manager positions, addressing designation of an Acting City Manager, and removing the Director of Public Safety position by amending Sections 9.02.004 and 9.02.005, and repealing Article 9.05, Division 2, and providing for findings of fact, repealer, severability, codification, effective date, proper notice and meeting.

ATTACHMENTS:

Ordinance No. 2020-34

Attachment A - Article 9.02: City Manager, Sec.9.02.004 – Designation of substitute in case of absence or disability (to be amended)

Attachment B - Article 9.02: City Manager, Sec. 9.02.005 – Powers and duties (to be amended)

Attachment C - Article 9.05: Public Safety, Division 2. – Director of Public Safety (to be removed)



ORDINANCE NO. 2020-34

**ASSISTANT CITY MANAGERS &
DIRECTOR OF PUBLIC SAFETY**

**AN ORDINANCE OF THE CITY OF BASTROP, TEXAS
AMENDING THE CODE OF ORDINANCES, AFFIRMING
THE CREATION OF ASSISTANT CITY MANAGER
POSITIONS, ADDRESSING DESIGNATION OF AN
ACTING CITY MANAGER, AND REMOVING THE
DIRECTOR OF PUBLIC SAFETY POSITION BY
AMENDING SECTIONS 9.02.004 AND 9.02.005, AND
REPEALING ARTICLE 9.05, DIVISION 2, AND
PROVIDING FOR FINDINGS OF FACT, REPEALER,
SEVERABILITY, CODIFICATION, EFFECTIVE DATE,
PROPER NOTICE AND MEETING**

WHEREAS, the City Manager has engaged in the assessment and reorganization of certain key staff positions, and determined that Assistant City Manager Positions are necessary and appropriate, and that the now-vacant position of Director of Public Safety is no longer necessary or appropriate; and

WHEREAS, pursuant to Article IV of Bastrop's Home Rule Charter, the City Manager is responsible as the chief administrative officer for the proper administration of the city including the appointment, removal, and supervision of all departments of the City; and

WHEREAS, pursuant to Article III of Bastrop's Home Rule Charter, the City Council has the authority to establish, consolidate, or abolish administrative departments; and

WHEREAS, pursuant to Article IV of Bastrop's Home Rule Charter, both the City Council and the City Manager have certain authority to designate a qualified administrative employee to provide coverage in the City Manager's absence; and

WHEREAS, the City Council hereby accepts the recommendation of the City Manager and finds this amendment reasonable and necessary.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Bastrop, TX:

1. FINDINGS OF FACT

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

2. AMENDMENTS

- a. Chapter 9, Article 9.02, Section 9.02.004 of the City of Bastrop Code of Ordinances is hereby amended, in part, in accordance with *Attachment "A"*, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any underlined text shall be added to the Code, and any struck-through text shall be deleted from the Code, as stated on *Attachment A*.
- b. Chapter 9, Article 9.02, Section 9.02.005 of the City of Bastrop Code of Ordinances is hereby amended, in part, in accordance with *Attachment "B"*, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any underlined text shall be added to the Code, as stated on *Attachment B*.
- c. Chapter 9, Article 9.05, Division 2 of the City of Bastrop Code of Ordinances is hereby repealed in its entirety, in accordance with *Attachment "C"*, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any struck-through text shall be deleted from the Code, as stated on *Attachment C*.

3. 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, herein.

4. 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.

5. CODIFICATION

The City Secretary is hereby directed to record and publish the attached rules, regulations and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

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, Code of Ordinances, and the laws of the State of Texas.

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 & ACKNOWLEDGED on First Reading on this, the 8th day of December 2020.

READ & APPROVED on the Second Reading on this, the 12th day of January 2021.

APPROVED:

by: _____

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Attachment "A"

Bastrop Code of Ordinances

Chapter 9: Personnel

Article 9.02: City Manager

Sec. 9.02.004 - Designation of substitute in case of absence or disability.

During the absence or disability of the City Manager, the ~~City Council~~ City Manager shall designate some properly qualified person to serve as Acting City Manager and perform the duties of said office. The Council may appoint another such employee of the City until the City Manager returns, and thereby revoke the City Manager's designation (if any).

DRAFT

Attachment "B"

Bastrop Code of Ordinances

Chapter 9: Personnel

Article 9.02: City Manager

Sec. 9.02.005 - Powers and duties.

The powers and duties of the City Manager shall be to:

- (1) Devote all of his working time and attention to the affairs of the city and be responsible to the City Council for the efficient administration of its affairs.
- (2) See that all laws and ordinances are enforced.
- (3) ~~With the advice of the City Council, appoint~~ Appoint and remove all heads of departments and all Assistant City Managers. He shall have the power to appoint or remove all subordinate employees.
- (4) Exercise supervision and control over all departments created by the City Council or that may hereafter be created by the City Council.

....

Attachment "C"

Bastrop Code of Ordinances

Article 9.05: Public Safety

~~DIVISION 2. DIRECTOR OF PUBLIC SAFETY^(H)~~

~~Sec. 9.05.021 – Creation of Director of Public Safety.~~

~~There is created a position of Director of Public Safety.~~

~~Sec. 9.05.022 – Qualifications.~~

~~The Director of Public Safety shall be a person qualified by training and experience to properly carry out the duties of this office.~~

~~Sec. 9.05.023 – Appointment.~~

~~The Director of Public Safety shall be appointed by the City Manager.~~

~~Sec. 9.05.024 – Bond.~~

~~The Director of Public Safety, before entering upon the duties of his office, shall enter into a bond in an amount to be determined from time to time by the City Manager. The annual bond premium shall be paid by the city.~~

~~Sec. 9.05.025 – Supervision.~~

~~The Director of Public Safety shall report directly to the City Manager and shall be independent of any other city office, provided that the Director of Public Safety shall perform all the duties and responsibilities as may be required as the head of the Police Department.~~

~~Sec. 9.05.026 – Term/at will employee.~~

~~The Director of Public Safety is an 'at will' employee of the city and is subject to the provisions of the city's personnel policies, the city's ordinances, and the city's Home Rule Charter.~~

~~Sec. 9.05.027 – Compensation.~~

~~The Director of Public Safety shall receive as compensation for his services a salary set in accordance with the city's wage and compensation plan, approved by the City Manager in accordance with the adoption of same as set forth in the city's annual operating budget, as adopted and approved by the City Council.~~

~~Sec. 9.05.028 – Supervision of police department and police force.~~

~~The Director of Public Safety shall exercise general supervision over the city's police department and municipal police force, and shall report to the City Manager any failure to perform official duties or any abuse of authority.~~

~~Sec. 9.05.029 – Powers and duties of the Director of Public Safety.~~

~~The Director of Public Safety shall:~~

- ~~(1) Appoint an Assistant Chief of Police, with the advice and consent of the City Manager.~~
- ~~(2) Attend, in person or by delegation to Assistant Chief of Police or others, all sessions of the municipal court and shall promptly and faithfully execute all writs and process issued out of the court.~~
- ~~(3) Have like powers with the sheriff of the county to execute search warrants.~~
- ~~(4) Actively quell riots, disorders and disturbances within the city, and shall take into custody all persons offending against the peace of the city.~~
- ~~(5) Accept suitable bail for appearances before the municipal court.~~
- ~~(6) Arrest without warrant all persons who violate the peace of the city, or who obstruct or interfere with him in the execution of his duties, or persons guilty of disorderly conduct.~~
- ~~(7) Attend, in person or by delegation to an Assistant Chief of Police, all meetings of the city council.~~
- ~~(8) Perform such other duties as may be from time to time required by the City Manager.~~

~~Sec. 9.05.030 – Delivery of monies collected to City Secretary; reports of fines collected.~~

~~The Director of Public Safety shall pass over all fines or other monies collected to the City Secretary at least once each month and file with the City Secretary a monthly statement, subscribed by him, of all fines collected, from whom collected and the amount of each.~~

DRAFT



STAFF REPORT

MEETING DATE: January 12, 2021

AGENDA ITEM: 8C

TITLE:

Consider action to approve the second reading of Ordinance No. 2020-33 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2021 in accordance with existing statutory requirements; appropriating the various amounts herein as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; and establishing an effective date.

STAFF REPRESENTATIVE:

Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

The FY2021 budget was approved by City Council on September 22, 2020. Since that approval, the City has closed the FY2020 fiscal year. There are additional expenditures that have come up since the FY2021 budget was approved and carry-over amounts relating to ongoing projects.

Below is a summary of the General Fund's projected to actual comparison for FY2020. The revenue variance was due to sales tax, planning fees and CARES funding all being higher than projected. The expense side included a transfer from General Fund to Innovation Fund which did not occur. This transfer is being included in this budget amendment. As you can see, we ended FY2020 very strong leaving a healthy reserve.

	Projected FY2020	Actual FY2020	Variance
Total Revenue	\$12,140,263	\$12,975,864	\$835,601
Total Expense	\$11,758,344	\$11,329,254	\$429,090
Ending Fund Balance	\$3,364,281	\$4,628,972	\$1,264,691
Fund Balance %	30%	41%	11%

The Exhibit A to the ordinance explains in detail the nature of each of the budget amendments being requested.

This item was approved on first reading December 8, 2020.

POLICY EXPLANATION:

The Financial Management Policy states that the level of budgetary control is at the department level in all Funds. If transfers are required between departments, this must be approved by City Council.

The City Charter requires that when the budget is amended, that the amendment be made by Ordinance.

FUNDING SOURCE:

Various – See Ordinance Exhibit A

RECOMMENDATION:

Tracy Waldron, CFO recommends approval of the second reading of Ordinance No. 2020-33 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2021 in accordance with existing statutory requirements; appropriating the various amounts herein as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; and establishing an effective date.

ATTACHMENTS:

- Ordinance 2020-33
- Exhibit A
- All Funds Summary FY2021 – updated to reflect proposed amendments



ORDINANCE NO. 2020-33

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR 2021 IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS; APPROPRIATING THE VARIOUS AMOUNTS HEREIN, AS ATTACHED IN EXHIBIT A; REPEALING ALL PRIOR ORDINANCES AND ACTIONS IN CONFLICT HEREWITH; AND ESTABLISHING FOR AN EFFECTIVE DATE.

WHEREAS, the City Manager of the City of Bastrop, Texas has submitted to the Mayor and City Council proposed amendment(s) to the budget of the revenues and/or expenditures/expenses of conducting the affairs of said city and providing a complete financial plan for Fiscal Year 2021; and

WHEREAS, the Mayor and City Council have now provided for and conducted a public hearing on the budget as provided by law.

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

Section 1: That the proposed budget amendment(s) for the Fiscal Year 2021, as submitted to the City Council by the City Manager and which budget amendment(s) are attached hereto as Exhibit A, are hereby adopted and approved as the amended budget of said city for Fiscal Year 2021.

Section 2: If any provision of this ordinance or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance, which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are hereby declared to be severable.

Section 3: 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, Code of Ordinances, and the laws of the State of Texas.

READ and APPROVED on First Reading on the 8th day of December 2020.

READ and ADOPTED on Second Reading on the 12th day of January 2021.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

EXHIBIT A

Budget Amendment #1: General Fund-Revenue & Expenditures

FY 2021 Budget Book (Page 44)

Original Budget	\$12,471,919
Emergency Mgmt. Assistance (101-00-00-4410)	<u>\$ 189,262</u>
New Total Revenue	\$12,661,181

The proceeds need to be applied to the following accounts:

FY 2021 Budget Book (Page 46)

Original Budget	\$ 168,454
EDC Reimb(101-02-00-????)	<u>\$ 126,651</u>
New Total Expenditure	\$ 295,105*

FY 2021 Budget Book (Page 72)

Original Budget	\$ 38,073
Incident Supplies (101-09-14-5202)	<u>\$ 62,611</u>
New Total Expenditure	\$ 100,684

This amendment is the final request for reimbursement through the Coronavirus Relief Funds (CARES). The EDC funding agreement and additional supplies for reopening are included. This amendment appropriates the additional revenue and the associated expenses making this a net neutral amendment (no fund balance adjustment).

Budget Amendment #2: General Fund-Organizational Expenditures

FY 2021 Budget Book (Page 46)

Original Budget* (after BA#1)	\$295,105*
Equipment (101-02-00-5202)	<u>\$ 13,085</u>
New Total Expense	\$308,190

The purchase of police laptops was initiated during FY2020. This was being funded out of available contingency funds. Some of the order was received prior to 9/30/2020. This is to appropriate the balance of the order from available fund balance in General Fund.

Budget Amendment #3: Parks Dedicated Fund

FY 2021 Budget Book (Page 152)

Original Budget	\$ 56,000
Capital Outlay (520-00-00-6000)	<u>\$ 44,000</u>
New Total Revenue	\$100,000

EXHIBIT A

The contract with Artisan Concrete to construct all alternate options for Phase I of the Skate Park totaled \$395,375. It was the consensus of council that city staff try and find the funds to complete this contract in total. The FY2021 budget included \$266,000 (\$55,000 in parks designated and \$210,000 in innovation). There is an additional \$9,900 in consultants' fees for the construction phase. These two budget amendments, using available fund balance in each fund, will provide enough funding for the full contract amount.

Budget Amendment #4: Innovation Fund

FY 2020 Budget Book (Page 145)

Original Budget	\$ 150,000
Trans In-General Fund (105-00-00-4701)	<u>\$ 645,894</u>
New Total Revenue	\$ 795,894

The proceeds need to be applied to the following accounts:

FY 2021 Budget Book (Page 145)

Original Budget	\$ 503,668
Loan Pmt-BP&L (105-00-00-7000)	\$ 309,399
Capital Outlay (105-00-00-6000)-Gills Br	\$ 49,788
Capital Outlay (105-00-00-6000)-Skate Pk	<u>\$ 95,275</u>
New Total Expenditure	\$ 958,130

The FY2020 ending fund balance in the Innovation fund is \$162,236. The proposed transfer of \$500,000 in FY2020 from General Fund did not occur. This amendment is to transfer excess fund balance from General Fund to be used for one-time expenditures. The amount being transferred along with the ending fund balance will zero out this fund. A portion of this transfer is being appropriated for the additional funds needed to complete all alternate options for the Skate Park (See Budget Amendment #3). There is additional engineering required for the Gills Branch Drainage Improvement project of \$49,788. These additional services are being required by the USA Core of Engineers and Texas Historical Commission. The final amount is to pay off all loans owed to BP&L.

Budget Amendment #5: 2019 Revenue Bond Expenditures

FY 2021 Budget Book (Page 138)

Original Budget	\$ -0-
WWTP#3 – Westside Coll lines (261-35-00-6176)	<u>\$ 195,000</u>
New Total Expenditure	\$ 195,000

This bond fund did not expense as much as previously estimated in FY2020, leaving a fund balance at the end of the year of \$195,000. All balances in this bond fund are for wastewater

EXHIBIT A

projects. This amendment is a carryover of the available fund balance from FY2020. This amendment will allow the city to spend the balance of this bond fund in FY2021 for the ongoing WWTP#3.

Budget Amendment #6: Water/Wastewater Capital Improvement Fund Expenditures

FY 2021 Budget Book (Page 114)

Original Budget	\$ 200,000
Contingency (250-50-00-5900)	\$ 50,000
Elevated Water Tank (250-50-00-6320)	\$ 318,900
Professional Services (250-51-00-5505)	\$ 15,000
New Total Expenditure	\$ 583,900

This capital fund did not expense as much as previously estimated for capital outlay for water CIP projects in FY2020. This amendment is a carryover of the available fund balance from FY2020 to complete the elevated and ground storage water tanks at HWY 20, cover the public relations balance of the WWTP#3, and set aside contingency funds for possible maintenance issues that may arise.

Budget Amendment #7: 2018 CO Bond Expenditures

FY 2021 Budget Book (Page 137)

Original Budget	\$ 1,858,388
Main St. Sidewalk/Street (726-00-00-6154)	\$ 342,688
New Total Expenditure	\$2,201,076

The Main St. sidewalk/street project was not complete at the end of FY2020 and this is the amount that needs to be carried over to finish this contracted obligation.

Budget Amendment #8: 2019 Limited Tax Note Expenditures

FY 2021 Budget Book (Page 139)

Original Budget	\$ -0-
Capital Outlay (727-00-00-6000)	\$ 101,240
New Total Expenditure	\$ 101,240

The Gills Brach Drainage Channel Improvement project was not complete at the end of FY2020 and this is the amount that needs to be carried over to use this remaining bond funds available. This entire bond issuance was for this project.

ALL FUND SUMMARY FY 2020-2021

	GENERAL FUND	DEBT SERVICE FUNDS	HOTEL TAX FUND	SPECIAL REVENUE FUNDS	WATER/ WASTEWATER FUNDS	BP&L FUND	CAPITAL IMPROVEMENT FUNDS	INTERNAL SERVICE FUND	ECONOMIC DEVELOPMENT CORP	TOTAL ALL FUNDS
BEGINNING FUND BALANCES	\$ 3,364,275	\$ 162,685	\$ 3,797,361	\$ 2,397,872	\$ 4,134,842	\$ 3,555,535	\$ 24,049,212	\$ 2,817,995	\$ 5,409,325	\$ 49,689,102
REVENUES:										
AD VALOREM TAXES	4,039,083	2,051,124		-	-	-	-			6,090,207
SALES TAXES	5,266,932			-	-	-	-		2,611,200	7,878,132
FRANCHISE & OTHER TAXES	486,000		2,264,400	23,500	-	-	-			2,773,900
LICENSES & PERMITS	943,000		-	-	-	-	-			943,000
SERVICE FEES	671,150		181,500	1,509,681	6,545,900	7,110,050	-	371,192	177,370	16,566,843
FINES & FORFEITURES	335,200			12,800	-	-	-			348,000
INTEREST	30,000	20,000	25,000	24,850	25,600	30,000	109,293	16,000	35,000	315,743
INTERGOVERNMENTAL	259,066	249,802	62,312	731,851	-	-	150,000		1,030,000	2,483,031
OTHER	40,000		-	42,383	7,000	14,000	1,365		100,000	204,748
TOTAL REVENUES	12,070,431	2,320,926	2,533,212	2,345,065	6,578,500	7,154,050	260,658	387,192	3,953,570	37,603,604
OTHER SOURCES										
Other Financing Sources	-						1,000,000			1,000,000
Interfund Transfers	590,750	542,255	-	-	3,080,425	-	1,666,894	65,000		5,945,324
TOTAL REVENUE & OTHER SOURCES	12,661,181	2,863,181	2,533,212	2,345,065	9,658,925	7,154,050	2,927,552	452,192	3,953,570	44,548,928
TOTAL AVAILABLE RESOURCES	\$ 16,025,456	\$ 3,025,866	\$ 6,330,573	\$ 4,742,937	\$ 13,793,767	\$ 10,709,585	\$ 26,976,764	\$ 3,270,187	\$ 9,362,895	\$ 94,238,030
EXPENDITURES:										
GENERAL GOVERNMENT	4,921,607			15,000	-	-	356,788			5,293,395
PUBLIC SAFETY	4,695,707			50,000	-	-	15,032			4,760,739
DEVELOPMENT SERVICES	937,127			-	-	-	-			937,127
COMMUNITY SERVICES	1,854,760		-	234,778	-	-	-			2,089,538
UTILITIES				15,000	4,093,696	6,306,462	-			10,415,158
DEBT SERVICE		2,997,157		-	2,174,352	168,238	453,067		447,012	6,239,826
ECONOMIC DEVELOPMENT	126,651		2,252,757	-	-	-	319,055		2,209,079	4,907,542
CAPITAL OUTLAY				1,493,351	518,900	300,000	24,858,038	241,800	2,475,000	29,887,089
TOTAL EXPENDITURES	12,535,852	2,997,157	2,252,757	1,808,129	6,786,948	6,774,700	26,001,980	241,800	5,131,091	64,530,414
OTHER USES										
Interfund Transfers	-	-	542,255	898,250	2,185,176	652,750	1,021,000	-	-	5,299,430
TOTAL EXPENDITURE & OTHER USES	12,535,852	2,997,157	2,795,012	2,706,379	8,972,124	7,427,450	27,022,980	241,800	5,131,091	69,829,844
ENDING FUND BALANCES	\$ 3,489,604	\$ 28,709	\$ 3,535,561	\$ 2,036,558	\$ 4,821,643	\$ 3,282,135	\$ (46,216)	\$ 3,028,387	\$ 4,231,804	\$ 24,408,186



STAFF REPORT

MEETING DATE: January 12, 2021

AGENDA ITEM: 9A

TITLE:

Consider and adopt on first and final reading Ordinance No. 2020-29 as an emergency measure ratifying temporary Emergency Orders enacted by the Mayor in her capacity as Emergency Management Director in regards to the current Local State of Disaster, for the immediate preservation of the public peace, health or safety.

STAFF REPRESENTATIVE:

Paul A. Hofmann, City Manager

BACKGROUND/HISTORY

A declaration of local disaster and public health emergency includes the ability to take measures to reduce the possibility of exposure to disease, control the risk, prevent the spread of the disease, and promote the health and safety of individuals in the City of Bastrop; and

POLICY EXPLANATION:

On March 16, 2020 the City Council Confirmed a Declaration of Disaster due to the novel coronavirus (COVID-19). Within that declaration the mayor is granted the authority to take extraordinary measures to protect the health and safety of the citizens of Bastrop.

FUNDING SOURCE:

N/A

RECOMMENDATION:

Recommend adopting on first and final reading Ordinance No. 2020-29 as an emergency measure ratifying temporary Emergency Orders enacted by the Mayor in her capacity as Emergency Management Director in regards to the current Local State of Disaster, for the immediate preservation of the public peace, health or safety.

ATTACHMENTS:

- Ordinance No. 2020-29

EMERGENCY ORDINANCE 2020-29

AN EMERGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, CONFIRMING AND RATIFYING THE EMERGENCY ORDERS ISSUED BY THE MAYOR AS THE EMERGENCY MANAGEMENT DIRECTOR, AS DESCRIBED IN EXHIBIT A; PROVIDING FOR FINDINGS OF FACT, REPEALER, SEVERABILITY, ENFORCEMENT, AND PENALTY; ESTABLISHING AN EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, the novel coronavirus (COVID-19) has been recognized globally as a contagious respiratory virus; and

WHEREAS, on March 13, 2020, Texas Governor Greg Abbott declared a State of Disaster for all counties in Texas, and the President of the United States of America declared a national emergency in relation to COVID-19; and

WHEREAS, on March 16, 2020, the Mayor issued a Declaration of Local Disaster to allow the City of Bastrop to take measures to reduce the possibility of exposure to COVID-19 and promote the health and safety of Bastrop residents; and

WHEREAS, Section 418.108 of the Texas Government Code provides that a declaration of local disaster activates the City's Emergency Management Plan; and

WHEREAS, in furtherance of the declaration of local disaster, the Mayor issued certain orders pursuant to Chapter 418 of the Texas Government Code; and

WHEREAS, Section 3.15(b) of the Bastrop City Charter allows the City Council to adopt an emergency ordinance relating to the immediate preservation of the public peace, health or safety, and such emergency ordinances shall take effect immediately upon adoption and execution without a second consideration; and

WHEREAS, Section 54.001 of the Texas Local Government Code generally provides the maximum penalties for violations of municipal ordinances, rules, or police regulations; and

WHEREAS, Section 418.173 of the Texas Government Code provides that a local emergency management plan may provide that failure to comply with the plan or with a rule, order, or ordinance adopted under the plan is an offense punishable by a fine not to exceed \$1,000 or confinement in jail for a term not to exceed 180 days; and

WHEREAS, the City Council of the City of Bastrop, Texas, finds it reasonable and necessary for the protection of the health and safety of the residents of the City of Bastrop to confirm and ratify the orders issued by the Mayor pursuant to Chapter 418 of the Texas Government Code, as described in **Exhibit A**; and

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

SECTION 1. FINDINGS OF FACT: The foregoing recitals are incorporated into this Emergency Ordinance by reference as findings of fact as if expressly set forth herein.

SECTION 2. CONFIRMATION & RATIFICATION: The City Council of the City of Bastrop, Texas, in accordance with the authority vested in the governing body of the City of Bastrop, Texas, by Section 418.108 of the Texas Government Code, hereby confirms and ratifies the emergency orders issued by the Mayor in furtherance of the declaration of local disaster, as described in **Exhibit A**.

SECTION 3. PUBLIC NOTICE: The City Secretary is hereby directed to give prompt and general publicity to this Emergency Ordinance.

SECTION 4. CONFLICTS: In the case of any conflict between other provisions of this Emergency Ordinance and any existing Ordinance of the City, the provisions of this Emergency Ordinance will control.

SECTION 5. SEVERABILITY: If any provision of this Emergency Ordinance or the application thereof to any person or circumstance is held invalid, that invalidity or the unenforceability will not affect any other provisions or applications of this Emergency Ordinance that can be given effect without the invalid provision.

SECTION 6. ENFORCEMENT: The City shall have the power to administer and enforce the provisions of this Emergency Ordinance as may be required by governing law. Any person violating any provision of this Emergency Ordinance violates Section 1.08.011 of the Bastrop City Code. In accordance with Section 418.173 of the Texas Government Code, a violation is a misdemeanor punishable by a fine not to exceed \$1,000 or confinement in jail for a term not to exceed 180 days. Nothing in this ordinance shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this ordinance and to seek remedies as allowed by law and/or equity.

SECTION 7. EFFECTIVE DATE: In accordance with Section 3.15(b) of the Bastrop City Charter, this Emergency Ordinance shall be *effective immediately* upon passage.

SECTION 8. OPEN 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.

READ, ACKNOWLEDGED & APPROVED on the First & Final Reading on this, the 12th day of January 2021.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Exhibit A



STAFF REPORT

MEETING DATE: January 12, 2021

AGENDA ITEM: 9B

TITLE:

Consider action to approve Resolution No. R-2021-01 of the City Council of the City of Bastrop, Texas, calling for and establishing the procedures for a May 1, 2021 General Election for Bastrop, Texas; and providing an effective date.

STAFF REPRESENTATIVE:

Ann Franklin, City Secretary

POLICY EXPLANATION:

Texas Election Code

Chapter 3. Ordering Election

Sec. 3.001. Order Required

Each general and special election shall be ordered as provided by this chapter.

Sec. 3.004. Election of Political Subdivision.

(a) The following authority shall order an election:

- (1) the county judge, for the general election for officers of the county government;
- (2) the mayor, for the general election for city officers in a city with a population of 1.9 million or more; and
- (3) the governing body of a political subdivision, other than a county or a city described by Subdivision (2), that has elective offices, for the general election for those officers.

FUNDING SOURCE:

Estimated Amount:

- Joint Election with BISD – \$16,566.01
- Without Joint Election – \$24,400.23

This cost was approved in the 2020-2021 FY budget, in account 101 04-00-5681.

RECOMMENDATION:

Ann Franklin recommend Consideration and action to approve Resolution No. R-2021-01 of the City Council of the City of Bastrop, Texas, calling for and establishing the procedures for a May 1, 2021 General Election for Bastrop, Texas; and providing an effective date.

ATTACHMENTS:

- Resolution – English
- Resolution – Spanish

RESOLUTION NO. R-2021-01

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS,
CALLING FOR AND ESTABLISHING THE PROCEDURES FOR A MAY 1, 2021,
GENERAL ELECTION FOR BASTROP TEXAS; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, the laws of the State of Texas and the City of Bastrop, provide that on **May 1, 2021**, there shall be elected the following officials for the City at a general election:

Place 2 – Council Member at Large, for a Term of 3 years
Place 4 – Council Member at Large, for a Term of 3 years
and,

WHEREAS, the laws of the State of Texas further provide that the Election Code of the State of Texas is applicable to the elections, and in order to comply with said Code, a resolution shall be passed establishing the procedures to be followed in the elections, and designating the voting places for the elections.

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

Section 1. That all candidates, for the general election to be held on the First Saturday in **May 2021 (May 1, 2020)** for the above mentioned City offices, shall file their application to become a candidate with the City Secretary of the City of Bastrop, at City Hall, 1311 Chestnut Street, Bastrop, Texas 78602 on or before **5:00 p.m. on February 12, 2021**, the seventy-eighth (78th) day before the election, and that all of the applications shall be on a form as prescribed by Section 141.031 of the Election Code of the State of Texas.

Section 2. The order in which the names of the candidates are to be printed on the ballot for the general election shall be determined by a drawing by the Bastrop City Secretary as provided by Section 52.094 of the Election Code.

Section 3. This City has six (6) election precincts and the election shall be held at the following location:

For Election Precincts 1001, 1002, 1003, 1022, 2009 and 2011 (including all of the area within the boundaries of the Bastrop City limits) the election polling place shall be at Bastrop ISD Service Center, located at 906 Farm Street, Bastrop, Texas.

Section 4. The County Elections Administrator is hereby authorized and instructed to provide and furnish all necessary election supplies to conduct the elections. Voting at such elections shall be upon paper ballots prepared in conformity to the Texas Election Code.

Section 5. Section 61.012 of the Texas Election Code requires that the Bastrop City Council must provide at least one accessible voting system in each polling place used in a Texas election on or after January 1, 2006. This system must comply with state and federal laws setting the requirements for voting systems that permit voters with physical disabilities to cast a secret ballot.

Section 6. The Office of the Texas Secretary of State has certified that the Election Systems & Software's (ES&S) EVS 5.4.0.0 which includes the Express Vote ballot marking device to be used in conjunction with the DS850 is an accessible voting system that may legally be used in Texas elections.

Section 7. Sections 123.032 and 123.035 of the Texas Election Code authorize the acquisition of voting systems by local political subdivisions and further mandate certain minimum requirements for contracts relating to the acquisition of voting of such voting systems.

Section 8. As chief elections officer as appointed by the Bastrop City Council, **the Elections Administrator** must, according to Section 61.012 of the Texas Election Code provide at least one accessible voting system in each polling place used in a Texas election on or after January 1, 2006. This system must comply with state and federal laws setting the requirements for voting systems that permit voters with physical disabilities to cast a secret ballot.

Section 9. The following named persons are hereby appointed officers for the general and concurrent special elections:

For Election Precincts 1001, 1002, 1003, 1022, 2009 and 2011 – Vickie Deland shall serve as Presiding Judge;

For Election Precincts 1001, 1002, 1003, 1022, 2009 and 2011 – P.K. Barnett shall serve as Alternate Presiding Judge;

The clerks for the election will be appointed by the Presiding Judge, in a number not to exceed six (6) clerks.

Section 10. The polls at the above designated polling place shall be open on the Election Day from 7:00 a.m. to 7:00 p.m.

Section 11. Kristin Miles is hereby appointed Clerk for Early Voting. Early voting begins on April 19, 2021, the twelfth (12th) day before the election and ends on April 27, 2021, the fourth (4th) day preceding the date of the election.

EARLY VOTING DATES, TIMES, AND LOCATIONS

Main Location:

Bastrop ISD Service Center, 906 Farm Street, Bastrop, Texas 78602

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
April 19 8:00 a.m.- 5:00 p.m.	April 20 8:00 a.m.- 5:00 p.m.	April 21 8:00 a.m.- 5:00 p.m.	April 22 8:00 a.m.- 5:00 p.m.	April 23 8:00 a.m.- 5:00 p.m.
April 26 7:00 a.m. – 7:00 p.m.	April 27 7:00 a.m. – 7:00 p.m.			

Branch Locations:

Bluebonnet Elementary School, 416 FM 1209, Bastrop, TX 78602
Cedar Creek Elementary School, 5582 FM 535, Cedar Creek, TX 78612
Emile Elementary School, 601 MLK Jr. Dr., Bastrop, TX 78602
Lost Pines Elementary School, 151 Tiger Woods, Bastrop, TX 78602
Mina Elementary School, 1203 Hill St., Bastrop, TX 78602
Red Rock Elementary School, 2401 FM 20, Red Rock, TX 78662
Bastrop Intermediate School, 509 Old Austin Hwy., Bastrop, TX 78602
Cedar Creek Intermediate School, 151 Voss Pkwy., Cedar Creek, TX 78612
Bastrop Middle School, 725 Old Austin Hwy., Bastrop, TX 78602
Cedar Creek Middle School, 125 Voss Pkwy., Cedar Creek, TX 78612
Bastrop High School, 1614 Chambers St., Bastrop, TX 78602
Cedar Creek High School, 793 Union Chapel Rd., Cedar Creek, TX 78612
Colorado River Collegiate Academy/Genesis High School, 1602 Hill St., Bastrop, TX 78602

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
April 19 8:00 a.m.- 5:00 p.m.	April 20 8:00 a.m.- 5:00 p.m.	April 21 8:00 a.m.- 5:00 p.m.	April 22 8:00 a.m.- 5:00 p.m.	April 23 8:00 a.m.- 5:00 p.m.
April 26 7:00 a.m. – 7:00 p.m.	April 27 7:00 a.m. – 7:00 p.m.			

Section 12. Ballot applications and ballots voted by mail should be addressed to the Early Voting Clerk, Kristin Miles, Bastrop County Elections Administrator, 804 Pecan Street, Bastrop, Texas 78602. Applications for ballots by mail must be received no later than the close of business on April 20, 2021, the eleventh (11th) day before the elections.

Section 13. For Elections Precincts 1001, 1002, 1003, 1022, 2009 and 2011, Staci Calvert is hereby appointed as Presiding Judge of the Early Voting Ballot Board. In accordance with Section 87.002 et seq. of the Texas Election Code the presiding judge shall appoint at least two (2) other members to the Early Voting Ballot Board and shall process early voting results in accordance with the Texas Election Code.

Section 14. The Presiding Judge and Alternate Presiding Judge will receive compensation at the rate of \$12.00 per hour. The Clerks will receive compensation at the rate of \$10.00 per hour. The Presiding Judge or his/her designee will receive an additional \$25.00 for picking up the election supplies prior to Election Day and for returning the supplies after the polls close.

Section 15. The general election shall be held in accordance with the Election Code of this State and only resident qualified voters of the City shall be eligible to vote at the election.

Section 16. The Mayor shall give notice of this election in accordance with the terms and provisions of Sections 4.004, 83.010, 85.004 and 85.007 of the Election Code, and all necessary orders and writs for the elections shall be issued by the proper authority. Returns of the elections shall be made to the City Council immediately after the closing of the polls.

Section 17. It is further found and determined that in accordance with the order of this governing body, the City Secretary will post notice of the date to hold the drawing for a place on the ballot on the bulletin board located in the City Hall, a place convenient and readily accessible to the general public, and the notice will be posted and remain posted continuously for at least seventy-two (72) hours preceding the scheduled time of the meeting. A copy of the return of the posting shall be attached to the minutes of this meeting and shall be made a part thereof for all intents and purposes.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 12th day of January, 2021.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

RESOLUCIÓN NÚM. R-2021-01

UNA RESOLUCIÓN DEL CONSEJO DE LA CIUDAD DE BASTROP, TEXAS PARA CONVOCAR E INSTITUIR PROCEDIMIENTOS DE LA ELECCIÓN GENERAL DE BASTROP, TEXAS QUE SE LLEVARÁ A CABO EL 1 DE MAYO, 2021; Y PARA DETERMINAR LA FECHA DE VIGOR.

POR CUANTO, Las leyes del Estado de Texas y de la Ciudad de Bastrop, disponen que el **1 de mayo, 2021** serán electos los siguientes oficiales de la Ciudad en una elección general:

Puesto 2-Miembro del Consejo de la Ciudad entera, para plazo de 3 años

Puesto 4 – Miembro del Consejo de la Ciudad entera, para plazo de 3 años y,

POR CUANTO, Las leyes del Estado de Texas además disponen que el Código Electoral del Estado de Texas aplica a las elecciones, y que, para cumplir con dicho Código, una resolución deberá aprobarse instituyendo procedimientos para llevar a cabo las elecciones y para designar los sitios de votación de las elecciones.

AHORA, POR LO TANTO, RESUÉLVASE Y ORDÉNESE POR EL CONSEJO MUNICIPAL DE LA CIUDAD DE BASTROP, TEXAS:

Sección 1. Que todos los candidatos, en la elección general que se efectuará el primer sábado **de mayo del 2021 (1 de mayo, 2021)** para los antedichos puestos de la Ciudad, archivarán sus solicitudes para ser candidatos con la Secretaria de la Ciudad de la Ciudad de Bastrop, en el Edificio Municipal (*City Hall*), 1311 Chestnut Street, Bastrop, Texas 78602 en o antes de las **5:00 P.M. el 12 de febrero, 2021**, que es en setenta y ocho (78) días anteriores a las elecciones, y que todas las solicitudes serán en un formulario prescrito por la Sección 141.031 del Código Electoral del Estado de Texas.

Sección 2. El orden en cual los nombres de los candidatos serán impresos en la boleta de la elección general se determinará por un sorteo efectuado por la Secretaria de la Ciudad de Bastrop de acuerdo con las provisiones de la Sección 52.094 del Código Electoral del Estado de Texas.

Sección 3. La Ciudad cuenta con seis (6) precintos electorales y la elección será llevada a cabo en el siguiente sitio:

Para los precintos electorales 1001, 1002, 1003, 1022, 2009 y 2011 (incluyendo todo el área dentro de los límites de la Ciudad de Bastrop) el sitio de votación será en el Centro de Servicios (Service Center) de Bastrop ISD ubicado en 906 Farm Street, Bastrop, Texas.

Sección 4. El/la Administrador/a de Elecciones del Condado por lo presente queda autorizado/a y se le instruye que proporcione y entregue todos los suministros electorales necesarios para llevar a cabo las elecciones. La votación en dicha elección será con boletas de papel preparadas en conformidad con el Código Electoral de Texas.

Sección 5. La Sección 61.012 del Código Electoral de Texas requiere que El Consejo Municipal de la Ciudad de Bastrop proporcione al menos un sistema de votar accesible en cada sitio de votación del tipo que desde la fecha del 1 de enero, 2006 se ha utilizado en toda elección efectuada en Texas. Dicho sistema deberá cumplir con las leyes estatales y federales

que decretan los requisitos para sistemas de votar que permiten a votantes con discapacidades físicas emitir/votar su boleta en secreto.

Sección 6. La Oficina del Secretario de Estado de Texas ha certificado que el equipo electoral llamado Election Systems & Software (ES&S) EVS 5.4.0.0 que incluye el equipo de votación exprés para marcar boletas sea usado junto con el equipo DS850 que es sistema de votar accesible que se puede usar legalmente en las elecciones de Texas.

Sección 7. Las Secciones 123.032 y 123.035 del Código Electoral de Texas autorizan adquisición de sistemas de votación por subdivisiones locales políticas y además ordenan cumplimiento con ciertos requisitos mínimos para contratos relacionados con la adquisición de dichos sistemas de votación.

Sección 8. En su puesto de oficial electoral principal nombrado por el Consejo de la Ciudad de Bastrop, **el/la Administrador/a Electoral** deberá proporcionar de acuerdo con la Sección 61.012 del Código Electoral de Texas al menos un sistema de votación accesible en cada sitio de votación utilizado en cualquier elección de Texas que sea llevada a cabo en o después del 1 de enero, 2006. Dicho sistema deberá cumplir con las leyes estatales y federales que establecen los requisitos para sistemas de votación que permiten a votantes discapacitados emitir sus boletas en secreto.

Sección 9. Las siguientes personas son por lo presente nombradas oficiales de la elección general y de las elecciones especiales concurrentes:

Para los Precintos Electorales 1001, 1002, 1003, 1022. 2009 y 2011 Vickie Deland será Juez Presidente;

Para los Precintos Electorales 1001, 1002, 1003, 1022. 2009 y 2011 P.K. Barnett será Juez Presidente Alterno;

El/la Juez Presidente nombrará a los secretarios de la elección y no han de ser más de seis (6) secretarios.

Sección 10. Las casillas electorales en los sitios de votación indicados arriba estarán abiertas el Día de Elecciones de las 7:00 a.m. a las 7:00 p.m.

Sección 11. Kristen Miles por lo presente es nombrada Secretaria de la Votación Adelantada. La votación adelantada se inicia el 19 de abril, 2021, el doceavo (12vo) día antes de la elección y se concluye el 27 de abril, 2021, el cuarto (4to) día antes de la fecha de la elección.

FECHAS DE LA VOTACIÓN ADELANTADA, HORAS, Y UBICACIONES

Sitio Principal:

Bastrop ISD Service Center, 906 Farm Street, Bastrop, Texas 78602

LUNES	MARTES	MIÉRCOLES	JUEVES	VIERNES
--------------	---------------	------------------	---------------	----------------

19 de abril 8:00 a.m.- 5:00 p.m.	20 de abril 8:00 a.m.- 5:00 p.m.	21 de abril 8:00 a.m.- 5:00 p.m.	22 de abril 8:00 a.m.- 5:00 p.m.	23 de abril 8:00 a.m.- 5:00 p.m.
26 de abril 7:00 a.m. – 7:00 p.m.	27 de abril 7:00 a.m. – 7:00 p.m.			

Sitios Sucursales de Votación:

Escuela Primaria-Bluebonnet Elementary School, 416 FM 1209, Bastrop, TX 78602
Escuela Primaria-Cedar Creek Elementary School, 5582 FM 535, Cedar Creek, TX 78612
Escuela Primaria-Emile Elementary School, 601 MLK Jr. Dr., Bastrop, TX 78602
Escuela Primaria-Lost Pines Elementary, 151 Tiger Woods, Bastrop, Texas
Escuela Primaria-Mina Elementary School, 1203 Hill St., Bastrop, TX 78602
Escuela Primaria-Red Rock Elementary, 2401 FM 20, Red Rock, Texas.
Escuela Intermedia- Bastrop Intermediate School, 509 Old Austin Hwy., Bastrop, TX 78602
Escuela Intermedia-Cedar Creek Intermediate School Middle, 151 Voss Parkway, Cedar Creek, Texas
Escuela Intermedia-Bastrop Middle School, 725 Old Austin Hwy., Bastrop, TX 78602
Escuela Intermedia-Cedar Creek Middle School, 125 Voss Pkwy., Cedar Creek, TX 78612
Escuela Secundaria/Preparatoria-Bastrop High School, 1614 Chambers St., Bastrop Texas
Escuela Secundaria/Preparatoria-Cedar Creek High, 793 Union Chapel, Cedar Creek, Texas
Escuela Secundaria/Preparatoria Colorado River Collegiate Academy/Genesis High School, 1602 Hill St., Bastrop, TX 78602

LUNES	MARTES	MIÉRCOLES	JUEVES	VIERNES
19 de abril 8:00 a.m.- 5:00 p.m.	20 de abril 8:00 a.m.- 5:00 p.m.	21 de abril 8:00 a.m.- 5:00 p.m.	22 de abril 8:00 a.m.- 5:00 p.m.	23 de abril 8:00 a.m.- 5:00 p.m.
26 de abril 7:00 a.m.- 7:00 p.m.	27 de abril 7:00 a.m. – 7:00 p.m.			

Sección 12. Las solicitudes de boletas y las boletas que serán votadas por correo deberán enviarse al/la Secretario/a de la Votación Adelantada, Kristen Miles, Administradora de Elecciones del Condado de Bastrop (*Bastrop County Elections Administrator*), 804 Pecan Street, Bastrop, Texas 78602. Solicitudes de boletas por correo deberán recibirse a no más tardar del final del día hábil el 20 de abril, 2021, que es el 11vo día antes de las elecciones.

Sección 13. Para los Precintos Electorales 1001, 1002, 1003, 1022, 2009, y 2011, Staci Calvert por lo presente es nombrado/a Juez Presidente de la Junta de Boletas de la Votación Adelantada. De acuerdo con la Sección 87.002 et seq. del Código Electoral de Texas dicho juez presidente nombrará al menos dos (2) miembros adicionales a la Junta de Boletas de la Votación Adelantada y procesará los resultados de la votación adelantada de acuerdo con el Código Electoral de Texas.

Sección 14. El Juez Presidente y el Juez Presidente Alterno recibirán compensación de \$12.00 por hora. Los secretarios recibirán compensación de \$10.00 por hora. El Juez Presidente o su designado recibirán \$25.00 adicional por recoger los suministros de la elección antes de llevarse a cabo la elección el Día de la Elección, y por devolver los suministros después de cerrarse los sitios de votación.

Sección 15. La Elección General se llevará a cabo de acuerdo con el Código Electoral de este Estado y solo votantes residentes calificados de dicha Ciudad serán elegibles para votar en la elección.

Sección 16. El Alcalde dará aviso de esta elección de acuerdo con los términos y provisiones de las secciones 4.004, 83.010, 85.004, y 85.007 del Código Electoral, y todas las órdenes y decretos pertinentes a las elecciones serán emitidos por la autoridad apropiada. Los resultados de las elecciones se reportarán al Consejo Municipal inmediatamente después de cerrarse los sitios de votación.

Sección 17. Además se afirma y determina que de acuerdo con la orden de este cuerpo gubernamental, la Secretaria de la Ciudad fijará el aviso de la fecha para llevar a cabo el sorteo para ser apuntado en la boleta y dicho aviso será en el tablón de anuncios ubicado en el Edificio Municipal (City Hall), lugar conveniente y muy accesible al público en general, y que dicho aviso será fijado y permanecerá fijado continuamente al menos por setenta y dos (72) horas antes de la hora indicada de la reunión. Una copia del recibo indicando que se ha fijado el aviso será adjuntada a los minutos de esta reunión y será considerada ser parte de lo mismo para todo propósito.

SE HA DEBIDAMENTE RESUELTO Y ADOPTADO por el Consejo Municipal de la Ciudad de Bastrop, este día, 12 de enero, 2021.

APROBADO:

Connie B. Schroeder, Alcalde

CERTIFICADO:

Ann Franklin, Secretaria de la Ciudad

APROBADO EN SU REDACCIÓN:

Alan Bojorquez, Fiscal de la Ciudad



STAFF REPORT

MEETING DATE: January 12, 2021

AGENDA ITEM: 9C

TITLE:

Consider action to approve Resolution No. R-2021-02 of the City Council of the City of Bastrop, Texas, approving a Joint Agreement between the City of Bastrop, Bastrop Independent School District and Bastrop County Water Control and Improvement District No. 2 for the May 1, 2021 General Election for Bastrop, Texas, attached as Exhibit A; authorizing the City Manager to execute all necessary documents; and providing an effective date.

STAFF REPRESENTATIVE:

Ann Franklin, City Secretary

POLICY EXPLANATION:

Texas Election Code

Chapter 271. Joint Elections

Sec. 271.002. JOINT ELECTIONS AUTHORIZED.

- 
- (a) If the elections ordered by the authorities of two or more political subdivisions are to be held on the same day in all or part of the same county, the governing bodies of the political subdivisions may enter into an agreement to hold the elections jointly in the election precincts that can be served by common polling places, subject to Section 271.003.
 - (b) If an election ordered by the governor and the elections ordered by the authorities of one or more political subdivisions are to be held on the same day in all or part of the same county, the commissioners court of a county in which the election ordered by the governor is to be held and the governing bodies of the other political subdivisions may enter into an agreement to hold the elections jointly in the election precincts that can be served by common polling places, subject to Section 271.003.
 - (c) If another law requires two or more political subdivisions to hold a joint election, the governing body of any other political subdivision holding an election on the same day in all or part of the same county in which the joint election is to be held may enter into an agreement to participate in the joint election with the governing bodies of the political subdivisions holding the joint election.
 - (d) The terms of a joint election agreement must be stated in an order, resolution, or other official action adopted by the governing body of each participating political subdivision.
 - (e) The document containing the joint election agreement shall be preserved for the period for preserving the precinct election records.

FUNDING SOURCE:

Estimated Amount:

- Joint Election with BISD – \$16,566.01
- Without Joint Election – \$24,400.23

This cost was approved in the 2020-2021 FY budget in account 101 04-00-5681.

RECOMMENDATION:

Recommend consideration and action to approve Resolution No. R-2021-02 of the City Council of the City of Bastrop, Texas, approving a Joint Agreement between the City of Bastrop, Bastrop Independent School District and Bastrop County Water Control and Improvement District No. 2 for the May 1, 2021 General Election for Bastrop, Texas, attached as Exhibit A; authorizing the City Manager to execute all necessary documents; and providing an effective date.

ATTACHMENTS:

- Resolution – English
- Resolution – Spanish
- Exhibit A



RESOLUTION NO. R-2021-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING A JOINT AGREEMENT BETWEEN THE CITY OF BASTROP AND BASTROP INDEPENDENT SCHOOL DISTRICT FOR THE MAY 1, 2021 GENERAL ELECTION FOR BASTROP TEXAS, ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop (“the City”) has called a general election for Saturday, May 1, 2021; and

WHEREAS, the Bastrop Independent School District (“the BISD”) has also called an election for Saturday, May 1, 2021; and

WHEREAS, the BISD has expressed its desire for a joint election with the City; and

WHEREAS, state law allows local governments holding elections on the same day to do so jointly, thereby making voting more convenient; and

WHEREAS, the Bastrop County Elections Administrator will provide all election services for the City and the BISD, as agreed upon by the Bastrop County Elections Administrator and each entity through a separate contract; and

WHEREAS, it is necessary to authorize an agreement in accordance with Section 271.002 of the Texas Election Code, whereby the City and the BISD agree to hold a joint election on May 1, 2021.

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

Section 1. The City Council of the City of Bastrop hereby authorizes that the May 1, 2021 General Election be held jointly with the Bastrop Independent School District.

Section 2. The City Manager is hereby authorized to execute an agreement with the Bastrop Independent School District for a joint election on Saturday May 1, 2021. The agreement is attached hereto as Exhibit A.

Section 3. That this Resolution shall take effect immediately upon its passage, and it is so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 12th day of January, 2021.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

RESOLUCIÓN NO. R-2021-02

RESOLUCIÓN DEL CONSEJO DE LA CIUDAD DE BASTROP, TEXAS, PARA APROBAR UN CONTRATO CONJUNTO ENTRE LA CIUDAD DE BASTROP, EL DISTRITO ESCOLAR BASTROP INDEPENDENT SCHOOL DISTRICT PARA LLEVAR A CABO LA ELECCIÓN GENERAL DEL 1 DE MAYO, 2021, DE BASTROP TEXAS, ADJUNTADO COMO ADJUNTO A; AUTORIZACIÓN PARA QUE EL/LA GERENTE DE LA CIUDAD EJECUTE TODO DOCUMENTO NECESARIO; Y PROPORCIONANDO LA FECHA DE VIGOR.

POR CUANTO, la Ciudad de Bastrop (“la Ciudad”) ha convocado una elección general que se lleve a cabo el sábado, 1 de mayo, 2021; y

POR CUANTO, el distrito escolar Bastrop Independent School District (“*BISD*”) también ha convocado una elección para el sábado, 1 de mayo, 2021; y

POR CUANTO, el distrito escolar BISD ha expresado que desea llevar a cabo una elección conjunta con la Ciudad; y

POR CUANTO, la ley estatal permite que gobiernos locales que estén llevando a cabo elecciones el mismo día las administren en colaboración, y para que así la votación sea más conveniente; y

POR CUANTO, el/la Administrador/a Electoral del Condado de Bastrop proveerá todos los servicios electorales para la Ciudad, para BISD, estipulado en un convenio entre el/la Administrador/a Electoral del Condado de Bastrop y cada entidad por medio de un contrato separado; y

POR CUANTO, es necesario autorizar el convenio de acuerdo con la Sección 271.002 del Código Electoral de Texas, en cual la Ciudad y BISD quedan de acuerdo que han de llevar a cabo la elección conjunta el 1 de mayo, 2021.

AHORA, POR LO TANTO, RESUÉLVASE POR EL CONSEJO DE LA CIUDAD DE BASTROP, TEXAS:

Sección 1. El Consejo de la Ciudad de Bastrop por lo presente autoriza que la Elección General del 1 de mayo, 2021 sea llevada a cabo junto con el distrito escolar Bastrop Independent School District.

Sección 2. El/la Gerente de la Ciudad por lo presente es autorizado para que ejecute un convenio con el distrito escolar Bastrop Independent School District para llevar a cabo la elección conjunta el sábado, 1 de mayo, 2021. El convenio es adjuntado a lo presente con el título de Adjunto A.

Sección 3: Que esta Resolución sea efectiva inmediatamente cuando sea aprobada y así se resuelve.

DEBIDAMENTE RESUELTO Y ADOPTADO por el Consejo de la Ciudad de Bastrop este día 12 de enero, 2021.

APROBADO:

Connie B. Schroeder, Alcalde

CERTIFICO:

Ann Franklin, Secretaria de la Ciudad

APROBADA SU REDACCIÓN:

Alan Bojorquez, Fiscal de la Ciudad

**AGREEMENT TO CONDUCT JOINT ELECTION BETWEEN
THE CITY OF BASTROP AND
BASTROP INDEPENDENT SCHOOL DISTRICT
FOR THE MAY 1, 2021 ELECTION**

**THE STATE OF TEXAS §
 §
COUNTY OF BASTROP §**

This Agreement to Conduct Joint Election (this “**Contract**”) is entered into by and among City of Bastrop, a political subdivision of the State of Texas (the “**CITY**”), and Bastrop Independent School District, a political subdivision of the State of Texas, (the “**ISD**”), each individually, a “**Party**” or, collectively, the “**Parties**,” pursuant to Chapter 271 of the Texas Election Code.

RECITALS

WHEREAS, the CITY and the ISD each expect to call an election to be held on May 1, 2021; and

WHEREAS, the CITY and the ISD desire to conduct such elections jointly pursuant to Chapter 271 of the Texas Election Code, and

WHEREAS, the CITY and the ISD desire to enter into a contract setting out the respective responsibilities of the Parties;

NOW, THEREFORE, the Parties agree as follows:

**ARTICLE I
PURPOSE**

1.01 The Parties have entered into this Contract to conduct a joint election on May 1, 2021. The purpose of this agreement is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters of the Parties.

**ARTICLE II
JOINT ELECTION**

2.01 The Parties agree to conduct their respective May 1, 2021 elections jointly pursuant to Chapter 271 of the Texas Election Code. Specifically, the Parties agree to the use of common polling places for both early voting and election day. The Parties also agree that the election officers may be appointed to serve both elections and that a common ballot may be used where appropriate and that common equipment and ballot boxes may be used for both elections for all relevant purposes as provided in Chapter 271.

ARTICLE III TERM

3.01 Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract have been completed.

ARTICLE IV EACH PARTY RESPONSIBLE FOR ITS PRO RATA COST OF SERVICE AS BILLED

4.01 The Parties acknowledge that they have each separately contracted for election services to be provided by Bastrop County Elections Administrator for the elections. All costs incurred by the Parties attributable to the coordination, supervision, and running of the election and incurred on behalf of the Parties, including expenses for supplies in connection with the election school(s), election supplies, wages paid for election workers, any paper ballots to be used for the election, and any other expenses reasonably and directly related to the election, including, without limitation, rental and programming of direct recording electronic voting devices and audio ballots shall be borne by the Parties based on their respective Election Services Agreement with the County Elections Administrator, and each Party will be responsible for their pro rata portion.

ARTICLE V GENERAL PROVISIONS

5.01 This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bastrop County, Texas.

5.02 In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been a part of the Contract.

5.03 This Contract constitutes the only agreement of the Parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

5.04 No amendment, modification, or alteration of this Contract shall be binding unless it is in writing, dated subsequent to the date of the Contract and duly executed by all of the Parties.

5.05 Any notice to be given hereunder by any party to the other shall be in writing and may be affected by personal delivery, by certified mail, or by common carrier. Notice to a party shall be addressed as follows:

ISD:

Kristi Lee
Executive Director of
Communications & Community Services
Bastrop Independent School District
906 Farm Street
Bastrop, TX 78602

CITY:

Ann Franklin
City Secretary
City of Bastrop
PO Box 427
Bastrop, TX 78602

Notice by hand-delivery is deemed effective immediately, notice by certified mail is deemed effective three days after deposit with a U.S. Postal Office or in a U.S. Mail Box, and notice by a common carrier, is deemed effective upon receipt. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section.

Executed to be effective the ____ day of _____, 2021.

DISTRICT:

BY: _____
Barry Edwards, Superintendent
Bastrop Independent School District

Executed to be effective the ____ day of _____, 2021.

CITY:

BY: _____
City Manager
City of Bastrop



STAFF REPORT

MEETING DATE: January 12, 2021

AGENDA ITEM: 9D

TITLE:

Consider action to approve Resolution No. R-2021-03 of the City Council of the City of Bastrop, Texas, approving a contract for election services between the Elections Administrator of Bastrop County and the City of Bastrop for the May 1, 2021 General Election for Bastrop, Texas, attached as Exhibit A; authorizing the City Manager to execute all necessary documents; and providing an effective date.

STAFF REPRESENTATIVE:

Ann Franklin, City Secretary

POLICY EXPLANATION:

Texas Election Code

Chapter 31. Officers to Administer Elections

Sec. 31.092. Contract for Election Services Authorized.

- (a) The county election officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services, as provided by this subchapter, in any one or more elections ordered by an authority of the political subdivision.

FUNDING SOURCE:

Estimated Amount:

- Joint Election with BISD – \$16,566.01
- Without Joint Election – \$24,400.23

This cost was approved in the 2020-2021 FY budget in account 101 04-00-5681.

RECOMMENDATION:

Recommend consideration and action to approve Resolution No. R-2021-03 of the City Council of the City of Bastrop, Texas, approving a contract for election services between the Elections Administrator of Bastrop County and the City of Bastrop for the May 1, 2021 General Election for Bastrop, Texas, attached as Exhibit A; authorizing the City Manager to execute all necessary documents; and providing an effective date.

ATTACHMENTS:

- Resolution – English
- Resolution – Spanish
- Exhibit A

RESOLUTION NO. R-2021-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING A CONTRACT FOR ELECTION SERVICES BETWEEN THE ELECTIONS ADMINISTRATOR OF BASTROP COUNTY AND THE CITY OF BASTROP FOR THE MAY 1, 2021, GENERAL ELECTION FOR, BASTROP TEXAS, ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop ("the City") has called a general election for Saturday, May 1, 2021; and

WHEREAS, the County of Bastrop Election Officer is authorized by state law to contract with the City of Bastrop.

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

Section 1. The City Council of the City of Bastrop hereby authorizes that the City of Bastrop to enter into a contract with the Elections Administrator of Bastrop County for the May 1, 2021, General Election.

Section 2. The City Manager, is hereby authorized to execute a contract with the Elections Administrator of Bastrop County for the May 1, 2021, General Election. The contract is attached hereto as Exhibit A.

Section 3: That this Resolution shall take effect immediately upon its passage, and it is so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 12th day of January, 2021.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

RESOLUCIÓN NO. R-2021-03

RESOLUCIÓN DEL CONSEJO DE LA CIUDAD DE BASTROP, TEXAS, PARA APROBAR UN CONTRATO DE SERVICIOS ELECTORALES ENTRE EL/LA ADMINISTRADOR/A ELECTORAL DEL CONDADO DE BASTROP Y LA CIUDAD DE BASTROP PARA LA ELECCIÓN GENERAL DEL 1 DE MAYO, 2021, DE BASTROP TEXAS, ADJUNTADO COMO ADJUNTO A; AUTORIZACIÓN PARA QUE EL/LA GERENTE DE LA CIUDAD EJECUTE TODO DOCUMENTO NECESARIO; Y PROPORCIONANDO LA FECHA DE VIGOR.

POR CUANTO, la Ciudad de Bastrop (“la Ciudad”) ha convocado una elección general que se lleve a cabo el sábado, 1 de mayo, 2021; y

POR CUANTO, el/la Administrador/a Electoral del Condado de Bastrop está autorizado/a por ley estatal para contratar con la Ciudad de Bastrop.

AHORA, POR LO TANTO, RESUÉLVASE POR EL CONSEJO DE LA CIUDAD DE BASTROP, TEXAS:

Sección 1. El Consejo de la Ciudad de Bastrop por lo presente autoriza que la Ciudad de Bastrop tramite un contrato con el/la Administrador/a Electoral del Condado de Bastrop para la Elección General del 1 de mayo, 2021.

Sección 2. El/la Gerente de la Ciudad por lo presente está autorizado para tramitar un contrato con el/la Administrador/a Electoral del Condado de Bastrop para la Elección General del 1 de mayo, 2021. El contrato es adjuntado a lo presente como Adjunto A.

Sección 3: Que esta Resolución sea efectiva inmediatamente cuando sea aprobada y así se resuelve.

DEBIDAMENTE RESUELTO Y ADOPTADO por el Consejo de la Ciudad de Bastrop este día 12 de enero, 2021.

APROBADO:

Connie B. Schroeder, Alcalde

CERTIFICO:

Ann Franklin, Secretaria de la Ciudad

APROBADA SU REDACCIÓN:

Alan Bojorquez, Fiscal de la Ciudad

CONTRACT FOR ELECTION SERVICES
BETWEEN
THE ELECTIONS ADMINISTRATOR OF BASTROP COUNTY
AND
THE CITY OF BASTROP
FOR THE MAY 1, 2021 ELECTION

THIS CONTRACT is made and entered into by and between Kristin Miles, the Elections Administrator of Bastrop County, Texas, hereinafter referred to as “Contracting Officer,” and the City of Bastrop, hereinafter referred to as the “CITY,” pursuant to the authority under Section 31.092(a) of the Texas Election Code and Chapter 791 of the Texas Government Code. In consideration of the mutual covenants and promises hereinafter set forth, the parties agree to this interlocal agreement with regard to the coordination, supervision, and running of the CITY’s May 1, 2021 Election, hereinafter referred to as “the election”. The purpose of this agreement is to maintain consistency and accessibility in voting practices, polling places and election procedures to assist the voters of the CITY.

I. RESPONSIBILITIES OF CONTRACTING OFFICER. The Contracting Officer shall be responsible for performing the following services and furnishing the following materials and equipment in connection with the election:

A. *Notification to Presiding and Alternate Judges; Appointment of Clerks.*

1. The Contracting Officer shall notify each presiding judge and alternate judge of his or her appointment. The notification will also include the assigned polling location, the date of the election school(s), the eligibility requirements that pertain to them and to the selection of election day clerks, the date and time of the election, the rate of compensation, the number of election clerks the presiding judge may appoint, and the name of the presiding or alternate judge, as appropriate.

2. The Contracting Officer shall ensure that the presiding judges make the appropriate election clerk appointments and notify the clerks of their appointments. The recommendations of the CITY will be the accepted guidelines for the number of clerks secured to work in each polling place. The presiding election judge of each polling place, however, will use his/her discretion to determine when additional manpower is needed during peak voting hours. Election judges shall be secured by the Contracting Officer with the approval of the CITY.

3. The Contracting Officer shall notify the CITY of the list of election judges and alternate judges for election day, so that the CITY may approve by written order.

4. Notification to the election judges and alternates shall be made no later than April 16, 2021.

B. *Contracting with Third Parties.* In accordance with Section 31.098 of the Texas Election Code, the Contracting Officer is authorized to contract with third persons for election services and supplies. The cost of such third-person services and supplies will be paid by the Contracting Officer and reimbursed by the CITY as agreed upon on Exhibit “C” or Exhibit “C-1”, whichever is applicable.

C. *Election School(s).* The Contracting Officer shall be responsible for conducting one or more, at her discretion, election schools to train the presiding judges, alternate judges, election clerks, and early voting clerks, and Early Voting Ballot Board members in the conduct of elections, including qualifying voters, provisional voting, and the counting of ballots. The Contracting Officer shall determine the date, time, and place for such school(s) and notify the presiding judges, alternate judges, and election clerks of such. The Contracting Officer may hold the election school(s) on a Saturday in order to increase its availability to election workers who are employed during the regular work week. If at all possible, such election schools shall be conducted within the CITY territory.

D. *Election Supplies.* The Contracting Officer shall procure, prepare, and distribute to the presiding judges for use at the polling locations on Election Day and the Early Voting Ballot Board (and to the Deputy Early Voting Clerks during Early Voting) the following election supplies: election kits from third-party vendors (including the appropriate envelopes, sample ballots, lists, forms, name tags, posters, and signage described in Chapters 51, 61, and 62, and Subchapter B of Chapter 66 of the Texas Election Code); pens; pencils; tape; markers; paper clips; ballot box seals; sample ballots; tacks, and all consumable-type office supplies necessary to hold an election.

E. *Registered Voter List.* The Contracting Officer shall provide all lists of registered voters required for use on Election Day and for the early voting period required by law. The Election Day list of registered voters shall be arranged in alphabetical order by each precinct.

F. *Ballots.* The Contracting Officer shall be responsible for the programming of the direct recording electronic voting devices (referred to as DRE’s) and the printing of ballots requested by mail or used for early voting or election day. The Contracting Officer shall be responsible for distributing the DRE’s along with the election supplies.

G. *Early Voting.* In accordance with Section 31.094, of the Texas Election Code, the Contracting Officer will serve as Early Voting Clerk for the election, subject to Sections 31.096 and 31.097(b).

1. As Early Voting clerk, the Contracting Officer shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. The Contracting Officer shall work with the CITY in securing personnel to serve as Early Voting Deputies.

The Contracting Officer shall, upon request, provide the CITY a copy of the early voting report on a daily basis and a cumulative final early voting report following the election.

2. Early Voting by personal appearance for the election shall be conducted during the hours and time period and at the locations listed in Exhibit “A,” attached hereto and made a part of this contract.

3. The Contracting Officer shall receive mail ballot applications on behalf of the CITY. All applications for mail ballots shall be processed in accordance with Title 7 of the Texas Election Code by the Contracting Officer or her deputies at 804 Pecan Street, Bastrop, Texas 78602. Any requests for

early voting ballots to be voted by mail received by the CITY shall be forwarded immediately to the Contracting Officer for processing.

4. All Early Voting ballots (those cast by mail and those cast by personal appearance) shall be secured and maintained by the Contracting Officer and delivered by her or her deputy for counting in accordance with Chapter 87 of the Texas Election Code to the Early Voting Ballot Board at the Bastrop County Courthouse on Election Day, May 1, 2021.

H. Election Day Polling Locations. The Election Day polling locations are those listed in Exhibit “B,” attached hereto and made a part of this contract. The Contracting Officer shall arrange for the use of all Election Day polling places and shall arrange for the setting up of all polling locations for Election Day, including ensuring that each polling location has the necessary tables, chairs, and voting booths.

I. Central Counting Station. The Contracting Officer shall be responsible for establishing and operating the Central Counting Station to receive and tally the voted ballots in accordance with Section 127.001 of the Election Code and of this agreement. Counting Station Manager and Central Count Judge shall be Kristin Miles. The Tabulation Supervisor shall be Kristin Miles. The tabulation supervisor shall handle ballot tabulation in accordance with statutory requirements and county policies, under the auspices of the Contracting Officer.

Election night reports will be available to the CITY at the Central Counting Station on election night and will provide individual polling location totals.

J. Manual Counting. The Contracting Officer shall conduct a manual count as prescribed by Section 127.201 of the Texas Election Code and submit a written report to the CITY in a timely manner. The Secretary of State may waive this requirement. If applicable, a written report shall be submitted to the Secretary of State as required by Section 127.201(E) of the aforementioned code.

K. Election Reports. The Contracting Officer shall prepare the unofficial tabulation of precinct results under Section 66.056(a) of the Texas Election Code and shall provide a copy of the tabulation to the CITY as soon as possible after the Contracting Officer has received the precinct returns on Election Day night. Provisional ballots will be tabulated after election night in accordance with state laws.

L. Custodian of Voted Ballots. The Contracting Officer is hereby appointed the custodian of voted ballots and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable law.

II. RESPONSIBILITIES OF THE CITY. The CITY shall assume the following responsibilities:

A. Election School(s). At the request of the Contracting Officer, and at no cost to the Contracting Officer, the CITY will make available space in an CITY building to hold the election school(s), if applicable.

B. Polling Locations. The CITY shall pay the respective cost of all employee services required to provide access, security, or custodial services for the polling locations.

C. *Applications for Mail Ballots.* The CITY shall date stamp and then immediately hand deliver to the Contracting Officer all original mail ballot applications for mail ballots that it receives.

D. *Election Orders, Election Notices, Canvass.* The CITY shall prepare the election order, resolutions, notices, official canvass, and other pertinent documents for adoption by the CITY's governing body. The CITY shall be responsible for having the required election notice under Section 4.003(a)(1) of the Texas Election Code published in the newspaper as required by State law. The CITY shall also be responsible for posting the notice required under Section 4.003(b) of the Texas Election Code as required by law. Promptly after approval of election order, resolutions, notices, official canvass, and other pertinent documents by the CITY's governing body and within such time so as not to impede the orderly conduct of the election, the CITY shall return said documents to the Contracting Officer for proper recordkeeping. The CITY assumes the responsibility of promoting the schedules for Early Voting and Election Day.

The CITY will provide for the appointment of the Contracting Officer as the early voting clerk for the election in the orders calling the election. The orders will also include approval of election day polling places; times, dates and places for early voting; and appointment of precinct judges.

E. *Paper Ballots.* In advance of the March 17, 2021 date on which the Texas Secretary of State's Office encourages the mailing out of ballots for early voting by mail, the Contracting Officer shall arrange with a third party to prepare the necessary optical paper ballots for the election. The ballots shall be in English with the Spanish translation included.

The CITY shall furnish the Contracting Officer a list of candidates and/or propositions showing the order and the exact manner in which their names or proposition(s) are to appear on the official ballot (including bilingual titles and text). This list shall be delivered to the Contracting Officer as soon as possible after ballot positions have been determined. The CITY shall perform the duties required for drawing for place on the ballot by candidates. The CITY shall be responsible for proofreading and approving the ballot insofar as it pertains to the authority's candidates and/or propositions.

III. SPECIAL PROVISIONS RELATING TO ELECTION WORKERS

A. *Compensation.* The parties agree that presiding judges and alternate judges will be compensated at a rate of \$12.00/hr., and election clerks will be compensated at a rate of \$10.00/hr. They will be compensated for all hours actually worked, including the time to set up the polling location and the time to complete the counting and to wrap up the paper work, but not to exceed one hour before and two hours after the polling location is open for voting. The presiding judge, or the election worker at the polling location that he or she designates, who picks up the election supplies on May 1, 2021 from the Contracting Officer and who returns the remaining supplies, ballot boxes, and all other election records from the polling location to the Contracting Officer will be compensated with a delivery fee of \$25 at the same time that payment is made for the hours worked. The Contracting Officer will pay the election workers directly and be reimbursed for such by the CITY.

B. *Number of Election Workers.* The parties agree that at all polling locations there will be a minimum of three election workers, consisting of the presiding judge, alternate judge, and one clerk.

IV. JOINT EXPENSES AND PAYMENT

A. *Expenses Incurred and Billing.* The participating authorities agree to share actual costs incurred to the extent that the costs and expenses are incurred in connection with a polling location used by more than one local political subdivision, such as (without limitation) the cost of renting polling locations and voting equipment, programming the voting equipment, supplies needed for the polling place, wages and salaries of election workers. Election expenses shall be pro-rated equally among the participants.

The parties agree, for those polling locations used solely by the CITY and not shared by any other participating authority, that the CITY will pay the wages, salaries, and other applicable election costs and expenses directly related to such polling location.

It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of Bastrop County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to Bastrop County by the participating authorities.

B. *Billing.* As soon as reasonably possible after Election Day, the Contracting Officer will submit an itemized invoice to the CITY for (1) actual expenses directly attributable to the coordination, supervision, and running of the election and incurred on behalf of the CITY by the Contracting Officer, including expenses for supplies in connection with the election school(s), publication and printing of election notices, election supplies, wages paid to the Contracting Officer's employees for services under this contract performed outside of normal business hours, election workers, and any other expenses reasonably and directly related to the election, including, without limitation, rental and programming of DREs and audio ballots, and (2) the Contracting Officer's fee under Section 31.100(d) of the Texas Election Code and as provided in Section IV.E below. Expenses related to wages shall be supported by compensation sheets. Other expenses shall be supported by invoices or receipts, except that the price of items coming out of the Contracting Officer's stock of election supplies shall be supported by the Contracting Officer's certificate about the number of items used and the unit cost therefore according to the vendor's standard price list.

C. *Payment.* The CITY shall pay the Contracting Officer's invoice within 30 days from the date of receipt to: **Bastrop County, Attn: Kristin Miles, Elections Administrator, 804 Pecan Street, Bastrop, TX 78602.** If the CITY disputes any portion of the invoice, the CITY shall pay the undisputed portion of the invoice, and the parties will discuss in good faith a resolution of the disputed portion. All payments shall be made from current revenues available to the CITY.

D. *Expense Item Larger than \$500.* If a single election expense exceeds \$500, the Contracting Officer reserves the right to invoice the CITY for such expense at the time it is incurred, supported by an invoice or receipt, rather than waiting until after Election Day. The CITY shall pay such invoice within 30 days from the date of receipt.

E. *Estimated Cost of Services.* A cost estimate for election expenses is attached hereto and made a part of this contract as Exhibit “C” or Exhibit “C-1”, whichever is applicable. The parties agree that these are an estimate only and that the CITY is obligated to pay their respective portion of the actual expenses of the election as set forth herein. The Contracting Officer agrees to advise the CITY if it appears that the actual expenses incurred by the Contracting Officer will exceed by 20% or more the estimated expenses to be paid initially by the Contracting Officer and reimbursed jointly by the CITY.

F. *Administrative Fee.* The CITY shall pay the Contracting Officer a 10% administrative fee, pursuant to the Texas Election Code, Section 31.100.

V. GENERAL PROVISIONS

A. *Nontransferable Functions.* In accordance with Section 31.096 of the Texas Election Code, nothing in this contract shall be construed as changing

1. the authority with whom applications of candidates for a place on the ballot are filed;
2. the authority with whom documents relating to political funds and campaigns under Title 15 of the Texas Election Code are filed; or

B. *Joint Election.* The parties acknowledge that the Contracting Officer may contract with other entities holding elections at the same time as the CITY on May 1, 2021. If another election occurs in territory of the CITY, Bastrop County will notify the CITY of the existence of the situation and provide a joint election agreement.

C. *Cancellation of Election.* If the CITY cancels its election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall only be entitled to receive the actual expenses incurred before the date of cancellation in connection with the election and an administrative fee of \$75. The Contracting Officer shall submit an invoice for such expenses (properly supported as described in **IV. PAYMENT** above) as soon as reasonably possible after the cancellation and the CITY shall make payment therefore in a manner similar to that set forth in **IV. PAYMENT** above. The Contracting Officer agrees to use reasonable diligence not to incur major costs in connection with election preparations until it is known that the election will be held, unless the CITY authorizes such major costs in writing. An entity canceling an election will not be liable for any further costs incurred by the Contracting Officer in conducting the May 1, 2021 Joint Election.

D. *Contract Copies to Treasurer and Auditor.* In accordance with Section 31.099 of the Texas Election Code, the Contracting Officer agrees to file copies of this contract with the County Treasurer of Bastrop County, Texas and the County Auditor of Bastrop County, Texas.

E. *Representatives.* For purposes of implementing this contract and coordinating activities hereunder, the CITY and the Contracting Officer designate the following individuals, and whenever the contract requires submission of information or documents or notice to the CITY or the Contracting Officer, respectively, submission or notice shall be to these individuals:

For the CITY:

Ann Franklin
City Secretary
City of Bastrop
1311 Chestnut Street/PO Box 427
Bastrop, TX 78602
Tel: (512) 332-8800
Fax: (512) 332-8819
Email: afranklin@cityofbastrop.org

For the Contracting Officer:

Kristin Miles
Elections Administrator
Bastrop County
804 Pecan Street
Bastrop, TX 78602
Tel: (512) 581-7160
Fax: (512) 581-4260
Email: elections@co.bastrop.tx.us

F. *Amendment/Modification.* Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing, duly executed by the parties hereto. No official, representative, agent, or employee of Bastrop County has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the Commissioners Court of Bastrop County, Texas. No official, representative, agent, or employee of the CITY has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the CITY. Both the Contracting Officer and the CITY may propose necessary amendments or modifications to this Agreement in writing in order to conduct the Election smoothly and efficiently.

G. *Entire Agreement.* This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and supersedes all prior agreements, including prior election services contracts and prior agreements to conduct joint elections. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force and effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.

H. *Severability.* If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement; and, parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.

I. *Third Party Beneficiaries.* Except as otherwise provided herein, nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights or remedies under or by reason of this Agreement.

J. *Mediation.* Any controversy, claim or dispute arising out of or relating to this contract, shall be settled through mediation by the parties. The parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.023 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive

the confidentiality. Notwithstanding the foregoing, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term “confidential” as used in this Agreement has the same meaning as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 2021 .

City Manager
City of Bastrop
Bastrop, Texas

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 2021.

Paul Pape
County Judge
Bastrop County, Texas

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 2021.

Kristin Miles
Elections Administrator
Bastrop County, Texas

EXHIBIT “A”

EARLY VOTING DATES, TIMES, AND LOCATIONS

Time Period:

Monday, April 19, 2021 through Tuesday, April 27, 2021.

Main Location:

Bastrop ISD Service Center, 906 Farm Street, Bastrop, TX 78602

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
19 8:00 am – 5:00 pm	20 8:00 am – 5:00 pm	21 8:00 am – 5:00 pm	22 8:00 am – 5:00 pm	23 8:00 am – 5:00 pm
26 7:00 am – 7:00 pm	27 7:00 am – 7:00 pm	28	29	30

Branch Locations:

Bluebonnet Elementary School, 416 FM 1209, Bastrop, TX 78602
Cedar Creek Elementary School, 5582 FM 535, Cedar Creek, TX 78612
Emile Elementary School, 601 MLK Jr. Dr., Bastrop, TX 78602
Lost Pines Elementary School, 151 Tiger Woods, Bastrop, TX 78602
Mina Elementary School, 1203 Hill St., Bastrop, TX 78602
Red Rock Elementary School, 2401 FM 20, Red Rock, TX 78662
Bastrop Intermediate School, 509 Old Austin Hwy., Bastrop, TX 78602
Cedar Creek Intermediate School, 151 Voss Pkwy., Cedar Creek, TX 78612
Bastrop Middle School, 725 Old Austin Hwy., Bastrop, TX 78602
Cedar Creek Middle School, 125 Voss Pkwy., Cedar Creek, TX 78612
Bastrop High School, 1614 Chambers St., Bastrop, TX 78602
Cedar Creek High School, 793 Union Chapel Rd., Cedar Creek, TX 78612
Colorado River Collegiate Academy/Genesis High School, 1602 Hill St., Bastrop, TX 78602

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
19 8:00 am – 5:00 pm	20 8:00 am – 5:00 pm	21 8:00 am – 5:00 pm	22 8:00 am – 5:00 pm	23 8:00 am – 5:00 pm
26 7:00 am – 7:00 pm	27 7:00 am – 7:00 pm	28	29	30

Voting by Mail:

Kristin Miles, Bastrop County Elections Administrator, 804 Pecan Street, Bastrop, TX 78602

Contract for Election Services

City of Bastrop

Page 12 of 14

EXHIBIT “B”

CITY OF BASTROP ELECTION DAY POLLING LOCATION

Bastrop - Precincts 1001, 1002, 1003, 1022, 2009, 2011

Bastrop ISD Service Center, 906 Farm Street, Bastrop TX 78602

EXHIBIT “C”
ESTIMATED COST OF MAY 1, 2021 ELECTION
JOINT ELECTION *WITH* BASTROP ISD

CITY OF BASTROP

Optical Ballots and Programming Expenses	\$ 14,860.01
Rental Fee for ExpressVote and Vote Tabulator (voting equipment)	
Staff Time and Mileage, Early Voting Clerks, Election Judges & Clerks, and Ballot Board	
Election Kits & other precinct supplies	\$ 200.00
SUBTOTAL	\$ 15,060.01
10% ADMINISTRATIVE FEE	<u>\$ 1,506.00</u>
TOTAL	<u>\$ 16,566.01</u>



STAFF REPORT

MEETING DATE: January 12, 2021

AGENDA ITEM: 9E

TITLE:

Consider action to approve Resolution No. R-2021-04 of the City Council of the City of Bastrop, Texas approving a General Service Contract to Arch Technical Services, LLC for third-party building review and inspection services in an amount not to exceed One Hundred Thousand Dollars and 00/100 cents (\$100,000.00) as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:

Jennifer C. Bills, Assistant Planning Director

BACKGROUND/HISTORY:

The City of Bastrop has experienced an increase in the amount of single-family residential permits in 2020 and this is expected to continue in 2021. Within the Planning Department, a Building Official and Building Inspector positions are included in the FY 2021 budget. For the near future, the department intends to keep the Building Official position filled with a city employee that will review plans, assist citizens and developers through the building review and permitting process, and provide oversight to a third-party service for inspections.

Arch Technical Services, LLC is able to provide commercial and residential inspectors that are able to respond to a fluctuating level of inspections. This will enable the City to scale the number of inspections relative to the current demand, rather than having one dedicated inspector. The money budgeted for the inspector position (salary, benefits, certification, and equipment cost) will be moved to the Building Inspection Professional Services budget line item the contracted cost. Additionally, the review and inspection fees have been calculated to cover cost recovery for the Building Inspection Division.

ATS is also able to provide commercial and residential plan review as a backup when the Building Official unavailable or the position is temporarily vacant.

POLICY EXPLANATION:

The City has adopted the 2018 International Code Council Commercial and Residential Codes in order to ensure that commercial and residential buildings are safe and will be sustainable through proper construction methods and practices.

FUNDING SOURCE:

Building Official and Building Inspector positions are budgeted on page 88 of the adopted FY20-FY21 Annual Budget. The Building Official position has been filled in an interim capacity and the Building Inspector position has been vacant to date. The salary saving from these positions will be moved to the Professional Services budget to cover the cost. Additionally, the Code of

Ordinance, Appendix A has established residential and commercial permitting and inspection fees to ensure for cost recovery of the service provided.

RECOMMENDATION:

Consider action to approve Resolution No. R-2021-04 of the City Council of the City of Bastrop, Texas approving a General Service Contract to Arch Technical Services, LLC for third-party building review and inspection services in an amount not to exceed One Hundred Thousand Dollars and 00/100 cents (\$100,000.00) as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution R-2021-04
- General Service Agreement with Arch Technical Services, LLC



RESOLUTION NO. R-2021-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING A GENERAL SERVICE CONTRACT TO ARCH TECHNICAL SERVICES, LLC FOR THIRD-PARTY BUILDING REVIEW AND INSPECTION SERVICES IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THOUSAND DOLLARS AND 00/100 CENTS (\$100,000.00) AS ATTACHED IN EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

WHEREAS, The City Council is committed to standards necessary to facilitate proper inspection activities by the City relating to building standards within the corporate city limits of the City of Bastrop, Texas, in the extraterritorial jurisdiction of Bastrop, and for commercial buildings served by City utilities, relating to public safety, health, and general welfare; and

WHEREAS, The City Council of the City of Bastrop, Texas recognizes that the volume of permits and inspections fluctuate over time; and

WHEREAS, a third-party inspection and review service will enable staff to provide timely customer service for review and inspections of building activities.

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

Section 1: That the City Manager is hereby authorized to execute a task order with Arch Technical Services, LLC in the amount of One Hundred Thousand Dollars (\$100,000.00).

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

Section 3: That this Resolution shall take effect immediately upon its passage, and it is so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 12th day of January, 2021.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

GENERAL SERVICE CONTRACT WITH THE CITY OF BASTROP, TEXAS

This General Service Contract is by and between the **City of Bastrop**, a Texas Home-Rule Municipal Corporation (the “City”), and **Arch Technical Services, LLC** (the “Contractor”), for the following work: residential and commercial inspection and plan review services as described in the Contract and as attached in **Attachments “A” and “B”**.

- 1. Consideration.** In consideration for the services performed in the Scope of Services and Contractor’s completion of work in conformity with this Contract, the City shall pay the Contractor an amount not to exceed **ONE HUNDRED THOUSAND and 00/100 Dollars (\$100,000.00)**.
- 2. Payment Application.** Within **seven (7)** calendar days of completion of the services the Contractor will submit its payment application to the City.
- 3. City’s Payment and Approval.** All payments will be processed in accordance with Texas Prompt Payment Act, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Contractor within thirty days after of receipt of a correct payment application for services. The Contractor may charge a late fee (fee shall not be greater than that permitted under the Texas Prompt Payment Act) for payments not made in accordance with this prompt payment policy; however, the policy does not apply to payments made by the City in the event: (a) there is a bona fide dispute between the City and Contractor concerning the goods, supplies, materials, equipment delivered, or the services performed, that causes the payment to be late; (b) the terms of a federal agreement, grant, regulation or statute prevents the City from making a timely payment with Federal funds; (c) there is a bona fide dispute between the Contractor and a subcontractor and its suppliers concerning goods, supplies, material or equipment delivered, or the services performed, which caused the payment to be late; or (d) the payment application is not mailed to the City in accordance with Agreement.
- 4. Term.** The initial term of the Contract is for one (1) year with the option to renew for two (2) additional one (1) year terms for a total of three (3) years. Any renewal must be in writing and executed by the parties.
- 5. Executed Contract.** **The “Notice to Proceed” will not be given nor shall any work commence until this Contract is fully executed and all exhibits and other attachments are completely executed and attached to the Contract.**
- 6. Change Orders.** Changes will not be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid, except upon the prior written order from authorized personnel of the City. The Contractor will not execute change orders on behalf of the City or otherwise alter the scope of the services except in the event of a duly authorized change order approved by the City as provided in this Contract.

- 7. Dispute Resolution.** If either the Contractor or the City has a claim or dispute, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall make a good faith effort, in person or through generally accepted means, to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with, this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties may submit the matter to non-binding mediation upon written consent of authorized representatives of both parties. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute. In no event shall either party be liable to the other for any consequential, incidental, punitive or indirect damages including but not limited to loss of income or loss of profits. If there is a dispute between the Contractor and the City respecting any service provided or to be provided hereunder by the Contractor, the Contractor agrees to continue providing on a timely basis all services to be provided by the Contractor hereunder, including any service as to which there is a dispute.
- 8. Independent Contractor.** It is understood and agreed by the parties that the Contractor is an independent contractor retained for the services described in the Scope of Services. The City will not control the manner or the means of the Contractor's performance but shall be entitled to work product as detailed in the Scope of Services. The City will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. This Contract does not create a joint venture. Services performed by Contractor under this Contract are solely for the benefit of City. Nothing contained in this Contract creates any duties on the part of Contractor toward any person not a party to this Contract.
- 9. Subcontractor.** The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.
- 10. Insurance.** Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. Contractor's general-liability insurance shall provide for insured limits for bodily injury and death of at least \$1,000,000 per occurrence. Workman's compensation insurance shall be for the statutory limits, and Employer's Liability Insurance shall have a limit of at least \$1,000,000 per occurrence. Comprehensive automobile-liability insurance insuring all

owned, non-owned, and hired automobiles shall have minimum limits of liability of \$1,000,000 per occurrence for bodily injury and property damage.

- 11. INDEMNIFICATION.** THE CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY THE CONTRACTOR, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, OR SUBCONTRACTORS UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY REGARDLESS OF WHETHER THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, OR LIABILITY ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY INDEMNIFIED HEREUNDER, THE CONTRACTOR, OR ANY THIRD PARTY.
- 12. RELEASE.** THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR THE WORK TO BE PERFORMED HEREUNDER AND HEREBY RELEASES, RELINQUISHES, AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANY PERSON AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS CAUSED BY, ALLEGED TO BE CAUSED BY, ARISING OUT OF, OR IN CONNECTION WITH THE WORK TO BE PERFORMED HEREUNDER BY CONTRACTOR, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, OR SUBCONTRACTORS. THIS RELEASE SHALL APPLY REGARDLESS OF WHETHER SAID CLAIMS, DEMANDS, AND CAUSES OF ACTION ARE COVERED IN WHOLE OR IN PART BY INSURANCE AND REGARDLESS OF WHETHER SUCH INJURY, DEATH, LOSS, OR DAMAGE WAS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY RELEASED HEREUNDER, THE CONTRACTOR, OR ANY THIRD PARTY.
- 13. Performance.** Contractor, its employees, associates, or subcontractors shall perform all the services described in the Scope of Services in a professional manner and be fully qualified and competent to perform those services. Contractor shall undertake the work and complete it in a timely manner.
- 14. Contractor as Building Official.** While performing its duties on behalf of the City as described herein, Contractor and Contractors employees and agents shall operate under the delegation of the "Building Official" and shall be subject to limitations, description of duties and powers proscribed for Building Officials within the International Building and Residential Codes adopted by City and under State Law.

15. Description of Services. The Jurisdiction, in connection with carrying out the duties of its various ordinances and permitting processes regulating the design, construction, materials, use and occupancy, location and maintenance of all buildings and structures within the Jurisdiction, as well as ensuring conformance with state laws, requires the services of a building inspector, as well as plan review services.

- a. Inspector agrees to assist the Jurisdiction in enforcement of its ordinances as follows:
 - i. Inspector agrees to make all inspections requested by the Jurisdiction under appropriate ordinances of the Jurisdiction or state law. See Attachment “A” “Inspection Scheduling Procedures.”
 - ii. The Inspector, as the Jurisdiction’s agent, will help assure (upon request) compliance with the adopted International Energy Conservation Code (IECC).
 - iii. Upon request, Inspector will make written reports noting state law or ordinance compliance or any deviations from all inspections and deliver a copy of such reports to the Jurisdiction office via mail, in person, facsimile, or other electronic means within two (2) business days.
 - iv. Inspector may from time to time be called upon to perform the following services:
 1. Attend meeting of the Jurisdiction’s Council, when requested by a Council Member or other Jurisdictional Official; and/or\
 2. Attend other public or private meetings involving inspection matters related to the duties performed under this Agreement.
 - v. Inspector shall conduct him/herself as an agent of the Jurisdiction in good faith displaying professionalism and a courteous manner in dealings with the citizens of the Jurisdiction. Inspector agrees to abide by the Building Official Code of Ethics as established by the International Code Council (ICC). Inspector will report to the Jurisdiction, verbally or in writing, any conflicts between Inspector and any citizen while performing said duties.
 - vi. The Jurisdiction may conduct customer satisfaction surveys from time to time without notice to Inspector. The Jurisdiction will incur cost of materials to perform such surveys.
 - vii. Inspector shall maintain complete and accurate records of work performed for the Jurisdiction. Inspector shall manage both public and confidential records that Inspector obtains pursuant to this Agreement with the understanding that some records may be subject to state open government laws.
 - viii. Inspector understands that payments made to Inspector are only for services performed. The Jurisdiction, at its sole discretion, may engage other third-party inspectors to perform some or all services described herein.

16. Termination for Convenience. The City and Contractor shall have the right to terminate this Agreement, in whole or in part, without cause any time upon thirty (30) calendar days’ prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly

cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all services performed and obligations incurred prior to the date of termination.

- 17. Termination for Cause.** In addition to the termination rights described above, either party may terminate this Agreement effective upon written notice to the other if the other breaches any of the terms and conditions of this Agreement and fails to cure that breach within thirty (30) days after receiving written notice of the breach. In the event of an incurable breach, the non-breaching party may terminate this Agreement effective immediately upon written notice to the breaching party.
- 18. Venue.** This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Bastrop County, Texas.
- 19. Amendment.** This Contract may only be amended by written instrument approved and executed by the parties.
- 20. Taxes.** The City is exempt from payment of state and local sales and use taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resell the aforementioned materials to the City without paying the tax on the materials at the time of purchase.
- 21. Compliance with Laws.** The Contractor will comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws.
- 22. Waiver of Terms.** No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.
- 23. Assignment.** This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of City.
- 24. Entire Agreement.** This Contract represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 25. Effective Date.** This Contract will be effective when it is signed by the last party making it fully executed.
- 26. Notices.** Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first class

mail of the United States properly, or sent via electronic means, addressed to the appropriate party at the address set forth below:

Notice to the Contractor:

Arch Technical Services
ATTN: Linda Brown
4910 West Hwy 290, Ste 300
Austin, Texas 78735

Notice to the City:

City of Bastrop
ATTN: Trey Job
1311 Chestnut Street
Bastrop, Texas 78602
tjob@cityofbastrop.org

With a copy to:

Bojorquez Law Firm
ATTN: City Attorney
12325 Hymeadow Drive, Ste. 2-100
Austin, Texas 78750
alan@texasmunicipallawyers.com

- 27. Severability.** This Agreement is severable and if any one or more parts of it are found to be invalid, such invalidity shall not affect the remainder of this Agreement if it can be given effect without the invalid parts.
- 28. Non-Solicitation.** The City agrees not to separately contract with any of Contractor's employees or otherwise separately employ members of Contractor's staff without written approval of Contractor during the term of this Contract and for a period of two years following the termination of the Contract.
- 29. Boycotts and Foreign Business Engagements.** The Contractor represents and warrants, for purposes of Chapter 2270 of the Texas Government Code, that at the time of execution and delivery of this Agreement, neither the Contractor, nor any wholly-owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the Contractor, boycotts Israel. The Contractor agrees that, except to the extent otherwise required by applicable federal law, including, without limitation, 50 U.S.C. Section 4607, neither the Contractor, nor any wholly-owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the Contractor, will boycott Israel during the term of this Indenture. The terms "boycotts Israel" and "boycott Israel" as used in this clause (A) has the meaning assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code. In addition, the Contractor represents and warrants, for purposes of Subchapter F of Chapter 2252 of the Texas Government Code, that at the time of execution and delivery of this Agreement neither the Contractor, nor any wholly owned subsidiary, majority-owned subsidiary,

parent company or affiliate of the Contractor, (i) engages in business with Iran, Sudan or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller under Sections 806.051, 807.051 or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" as used in this clause (B) has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

30. Duplicate Originals. The parties may execute this Contract in duplicate originals, each of equal dignity.

31. Exhibits. All exhibits to this Contract are incorporated and made part of this Agreement for all purposes.

List of Attachments

- A.** Building Inspection Scheduling Procedures
- B.** Payment Fee Schedule

ARCH TECHNICAL SERVICES, LLC

CITY OF BASTROP

By:_____

By:_____

Printed Name:_____

Printed Name:_____

Title:_____

Title:_____

Date:_____

Date:_____

Attachment “A”

BUILDING INSPECTION SCHEDULING PROCEDURES

Code inspections conducted by ATS Engineers, Inspectors & Surveyors can be called in or received via email to ATS prior to 4:00pm on the day before the inspection is needed. Our office number is 512-328-6995 and fax number is 512-328-6996. Email address for inspection request is scheduler@ats-engineers.com. If a preference exists for either a morning or afternoon inspection, or if an inspector must meet with a contractor/owner on the job site, it must be notated by the person requesting the inspection. Inspection request will be completed within 48 business hours from the request.

It is the responsibility of the City to request inspections, either through call in, email or through MyGov Online for each phase of construction prior to proceeding with construction and/or covering work. Inspections not authorized by the City will not be paid. This must include the name and phone number of the permit holder, the physical address of the permitted project and the type of inspection(s) requested. Passed inspections allow construction to proceed to the next stage. Failed inspections shall be corrected and re-inspected for compliance prior to proceeding with construction. All re-inspection fees must be paid prior to further inspection requests being performed.

Inspections will be combined at stages where combining is appropriate and the completion of one stage does not interfere with the inspection at another stage. Inspections performed individually other than those listed in stages at the convenience of the permit holder or necessary due to site conditions or other unforeseeable situations will be billed separately. The following are minimum required inspections for new construction. Please see the Plan Review documents for required inspections list. Reviewed, stamped Job Copy plans, Construction Documents, Energy reports, Plan Review documents, Manufacturer’s installation instructions, test reports and test certificates, and other documentation pertinent to the permitted project must be on-site and available to the Inspector upon request. The following is a list of common inspections types but is not all-inclusive and may change. It is important to check with the Jurisdiction prior to construction on the required inspections. The City of Bastrop has adopted the following Codes: 2018 editions of the International Building Code (IBC), International Fire Code (IFC), International Mechanical Code (IMC), International Plumbing Code (IPC), International Fuel Gas Code (IFGC), International Residential Code (IRC), 2018 International Energy Conservation Code (IECC) and 2017 National Electric Code.

Pre-Construction Site Evaluation (if required):

Plumbing Rough-In and Layout Inspection

To be made after the soil, drain and waste piping is installed within the confines of a slab form and prior to any backfill or placement of concrete.

A water test with a 10-foot head pressure or 5-PSI air test shall be performed on the entire system to verify tightness of the system.

Building drain must be sleeved where passing through exterior beam. Sleeve shall be sealed tight around the building drain to prevent insect intrusion.

All drain and waste piping installed with slope required for pipe size.

Finished floor elevation allowing proper drainage around structure.

Sewer/Water Yard Line Inspection

To be made after trenches are excavated, piping installed and tested, and before any backfill is placed.

All necessary main supply shut-off valve(s) and/or back flow prevention devices installed on water supply and where necessary, any backwater prevention valve(s) installed on building sewer piping.

Minimum buried depth of 12-inches. Trench is void of rocks, debris and bedded with sand.

Sewer piping has slope required for pipe size.

Clean out(s) installed and tap connection complete at main.

In-Slab Water Distribution Piping (Plumbing Copper)

A pre-pour inspection is required by the design engineer or architect. Forms erected and floated, reinforcement steel and/or post-tension cables in place, grade beams cleaned and have been properly cut, vapor barrier installed and intact. Plans must be on-site.

All rough-in plumbing, in-slab electrical or other conduit in place.

All in-slab water distribution piping is installed within the confines of slab form and prior to any backfill or placement of concrete.

Copper water lines shall be sleeved and protected from dissimilar metals.

In-slab water distribution piping is insulated within 12-inches from slab exterior and pressure tested to a minimum 80 PSI.

“UFER” ground wire bonded to reinforcing steel or alternate means of ground protection installed.

Frame Inspection

Frame Inspection

To be made after the roof, all framing, fire blocking and bracing are in place. All concealing wiring, all pipes, chimneys, ducts and vents are complete.

Construction plans, documents, and engineered product specifications are on-site.

Electrical Rough-In Inspection – to be made after the roof, framing, fire blocking and bracing is in place and prior to the installation of batt insulation and/or sheetrock. All branch circuit and dedicated wiring, boxes, conduit, panel(s) in place and properly secured. Cold-water ground wire is installed to copper water distribution piping.

Plumbing Top-Out Inspection – to be made after the roof, framing, fire blocking and bracing is in place and all water distribution, soil, waste and vent piping and gas piping is complete and tested, and prior to the installation of insulation and/or sheetrock. A full system water pressure test or 50-PSI air test is required for inspection of the water distribution piping. For structures two-

stories or more, tub(s) and/or shower pan(s), and drain, waste and vent piping shall have a water test performed to verify tightness of the system. Gas piping shall have a minimum 10-PSI air test performed to verify tightness.

Mechanical Rough-In Inspection – to be made after the roof, framing, fire blocking and bracing is in place and all ducting, and all HVAC rough-in equipment and components are complete, and prior to the installation of batt insulation and/or sheetrock.

Sheathing Inspection

To be completed prior to the application of air barrier wrap, masonry ties and/ or lath. This inspection is intended to evaluate the wall bracing elements required by the adopted code.

Re-Frame, Fire-stop & Insulation (Energy 1) Inspection

Correction items from previous Frame and MEP rough-in inspection(s) are complete.

To be made after all batt insulation is in place and all exterior and plate penetrations have been sealed. Requirements of the International Energy Conservation Code are enforced.

Lath and Masonry Tie Inspection

Lath inspections are to be completed when the lath is completed and prior to stucco application. Brick tie inspections are to be called prior to the masonry veneer installation.

Wallboard

To be made after all wallboard is installed and fastened and prior to taping/float skim coats.

Gas Test and/ or Electrical Service Inspection

Gas piping is complete with all gas stop valves installed and all gas flex piping connected to appliance(s). Gas stop valves are readily accessible. A minimum 10-PSI air test is performed on gas piping to verify tightness of system.

Electrical service wiring and main disconnect is installed and ready to be energized.

Address is posted and visible from street for all inspections.

Final Inspections

Building Final/Certificate of Occupancy – to be made after the building is complete and ready for occupancy. All prior inspections have passed and re-inspection fees paid.

Electrical Final Inspection – to be made after the building is complete, all required electrical fixtures are in place and properly secured, connected or protected all panel(s) are labeled and system is energized.

Plumbing Final Inspection – to be made after the building is complete, all plumbing fixtures are in place and properly connected, gas meter is set and the structure is ready for occupancy. To include required TCEQ Customer Service Inspection.

Mechanical Final Inspection – to be made after the building is complete, the mechanical system is in place, properly connected and operating and the structure is ready for occupancy.

Attachment “B”

Residential Inspections

Temporary electrical service	\$65.00
Plumbing rough-in/foundation layout	\$65.00
Water/sewer yard-lines	\$65.00
Copper/PEX	\$65.00
Combination inspections (frame & MEP rough in	\$65.00
Re-frame and Insulation inspections	\$65.00
Wallboard inspections	\$65.00
Sheathing inspections	\$65.00
Final inspections (combination)/ Certificate of Occupancy	\$65.00
Customer Service Inspection	\$65.00
Gas test/Electrical service inspection	\$65.00
Additional inspections to include but is not limited to driveway, fence, pool, demolition	\$65.00
Remodeling/alterations to existing structure	\$65.00
Re-inspections	\$65.00

Commercial and Multi Family Inspections: *

Plumbing Rough	\$85.00
Foundation Pre-pour	\$85.00
Water/Sewer Line	\$85.00
Copper/PEX	\$85.00
Sheathing	\$85.00
Framing	\$85.00
Mechanical Rough	\$85.00
Electrical Rough	\$85.00
Plumbing Top Out	\$85.00
Shear Wall	\$85.00
Insulation	\$85.00
Wallboard	\$85.00
Final Building	\$85.00
Final Mechanical	\$85.00
Final Electrical	\$85.00
Final Plumbing	\$85.00
Customer Service Inspection	\$85.00
Med-Gas	\$250.00
Re-inspections	\$85.00

Inspections may be combined where appropriate without additional fee.

Plan Review Fees:

Residential Code Plan Review: \$80.00 each. *

*Remodels and/or projects equal to or less than 1,000SF, Plan Review: \$65.00

Commercial and Multi Family Plan Review Projects: \$125.00/HR. If requested, an estimate of the total fee for a project may be provided to the Jurisdiction.

Consultation Services: \$95.00/Hour, one hour minimum. *

*includes but not limited to, meetings, and conferences.

Items for Individual Consideration

Consider action to approve Resolution No. R-2021-04 of the City Council of the City of Bastrop, Texas approving a General Service Contract to Arch Technical Services, LLC for third-party building review and inspection services in an amount not to exceed One Hundred Thousand Dollars and 00/100 cents (\$100,000.00) as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.



Building Inspections

- 2018 International Code Council Commercial and Residential Codes during the Building Bastrop process
- Ensures buildings are safe and will be sustainable through proper construction methods and practices
- The Building Division within the Planning Department is budgeted for a Building Official, Building Inspector and Permit Technician
- Building Official & Permit Technician filled with by city staff



Arch Technical Service, LLC

- Third-party service will fill most duties of the Building Inspector position
 - Provides scalable service
 - Multiple inspectors for continuous coverage
 - Inspections scheduled by 4:00, pm day before needed
- Contractor can also conduct commercial and residential plan review
 - May be utilized when Building Official is unavailable



Fiscal Impact

- Building Inspections Division positions are budgeted on page 88 of the adopted FY20-FY21 Annual Budget
- Saving (salary, benefits, certification/equipment costs) from open positions will be moved to the Professional Services budget to cover cost
- Code of Ordinances, Appendix A has established residential and commercial permitting and inspection fees to ensure for cost recovery of the service provided





STAFF REPORT

MEETING DATE: January 12, 2021

AGENDA ITEM: 9F

TITLE:

Consider action to approve Resolution No. R-2021-05 of the City Council of the City of Bastrop, Texas awarding a contract with Smith Contracting Co. of Austin, Texas, in the amount of Three Million Nine hundred and thirty thousand Nine hundred and ninety-seven dollars and zero cents. (\$3,930,997.00) for the construction of the Westside Collection system phase 1, authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:

Trey Job, Assistant City Manager of Community Development

BACKGROUND/HISTORY:

On August 28, 2018, City Council approved multiple task orders with KSA Engineering for the design of Wastewater Treatment Plant #3 and all ancillary components needed to continue serving our customers with wastewater service.

The wastewater collection system, a necessity to the construction of the new wastewater treatment plant, includes transferring wastewater from the existing plants to the new plant location along with reducing lift stations at Hunters Crossing and allowing for gravity flow to the new plant. Because land acquisition has taken longer than expected the Westside collection system was broken into two parts phase 1 (acquired land) and phase 2 will be the remaining lines.

The bid specifications included two types of pipe material, fiberglass reinforced, polymer mortar (FRPM) & Ductile Iron (DI), so that the City could choose the most economical option. The bids for phase 1 were received by 11:00 AM, Thursday, December 10, 2020, at City Hall and were publicly read aloud the same day and location. KSA Engineers has reviewed the bids and prepared a Bid Tabulation indicating the bid results. From KSA's review of all the required documents a reference calls Smith Contracting Co. is recommended for the project. The FRPM pipe is the best value and is also the recommended material.

POLICY EXPLANATION:

The City is required to maintain its infrastructure and is given authority to do so in the Local Government Code.

FUNDING SOURCE:

This project will be funded by bond issuance and fund balance from impact fees and to construct waste water treatment plant # 3 and the Westside collection system.

RECOMMENDATION:

Assistant City Manager Trey Job recommends approval of Resolution No. R-2021-05 of the City Council of the City of Bastrop, Texas awarding a contract with Smith Contracting Co. of Austin, Texas, in the amount of Three Million Nine hundred and thirty thousand Nine hundred and ninety-seven dollars and zero cents. (\$3,930,997.00) for the construction of the Westside Collection system phase 1.

ATTACHMENTS:

- Resolution R-2021-05
- Phase 1 Westside collection system map.
- KSA Engineer's Recommendation Letter & Bid Tabulation



RESOLUTION NO. R-2021-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AWARDING A CONTRACT WITH SMITH CONTRACTING CO. OF AUSTIN, TEXAS, IN THE AMOUNT OF THREE MILLION, NINE HUNDRED THIRTY THOUSAND, NINE HUNDRED NINETY-SEVEN DOLLARS AND ZERO CENTS (3,930,997.00) FOR THE CONSTRUCTION OF THE WESTSIDE COLLECTION SYSTEM PHASE 1, AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop City Council understands the importance of public safety provided by performing infrastructure improvements; and

WHEREAS, the City of Bastrop City Council understands providing maintenance on current City Infrastructure should be cost effective; and

WHEREAS, the City of Bastrop understands the importance of focusing on infrastructure improvements in the area of wastewater treatment and conveyance; and

WHEREAS, the City of Bastrop has utilized KSA Engineers. for the provision of engineering services on the Westside Collection System phase 1 project; and

WHEREAS, KSA Engineers has received all proposals, and found the lowest responsible bidder to be qualified.

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

Section 1. That the City Manager is hereby authorized to execute a contract with smith contracting co. of Austin, Texas, in the amount of three million nine hundred and thirty thousand nine hundred and ninety-seven dollars and zero cents. (3,930,997.00) for the construction of the Westside collection system phase 1.

Section 2. The City Council of the City of Bastrop, Texas has found KSA Engineers, to be a subject matter expert in the field of engineering and accepts KSA's recommendation to award the contract for the Westside Collection System phase 1.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 12th
day of January, 2021

APPROVED:

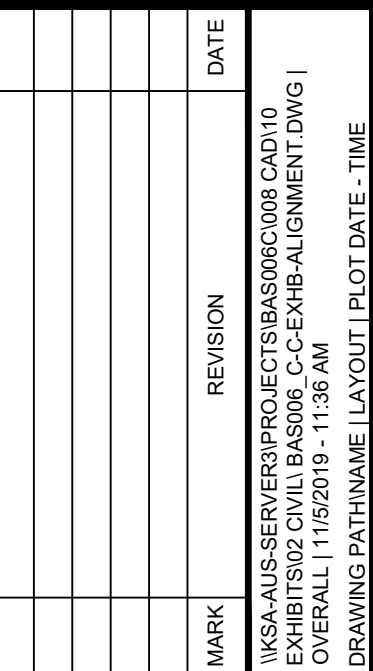
Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



CITY OF BASTROP, TEXAS
WESTSIDE COLLECTION
SYSTEM IMPROVEMENTS

KSA
4833 Spicewood Springs Rd., Suite 204
Austin, Texas 78759
T. 512-342-6868 F. 888-224-9418
www.ksaeng.com

SEAL:
TBPE Firm Registration No. F-1356

PROJECT TITLE: --- - CITY XX, TEXAS



4833 Spicewood Springs Road, Suite 204
Austin, TX 78759
512.342.6868

December 29, 2020

Trey Job
Assistant City Manager
City of Bastrop
1311 Chestnut St.
Bastrop, Texas 78302

via email
tjob@cityofbastrop.org

RE: City of Bastrop Westside Collection System Improvements – Phase 1
Bid Tabulation Results

Dear Mr. Job,

Bids for the above referenced project were received at 11:00 AM, Thursday, December 10, 2020, at City Hall and were publicly read aloud the same day and location. KSA Engineers has reviewed the bids and prepared a Bid Tabulation indicating the bid results. This Bid Tabulation is enclosed for your review. A total of fourteen (14) bids were received, and all bidders submitted the required bid security.

As shown in the bid tabulation, the low bidder is Smith Contracting Co. of Austin, Texas, in the following amount:

Total Schedule 1.0 – FRPM & PVC Pipeline Materials Bid.....	\$3,930,997.00
Total Schedule 2.0 – Ductile Iron & PVC Pipeline Materials.....	\$5,359,089.75

Based upon our review of the information submitted by the low bidder, the list of similar project experience provided, and references contacted, Smith Contracting Co. appears to be qualified to perform the work required.

If the City of Bastrop awards this contract, our office will issue a notice of award to the low bidder and prepare Construction Contract Documents for execution by the Contractor and the City of Bastrop. KSA looks forward to working with the City during the construction phase on this important project to ensure a quality job.

If you have any questions about the Bid Tabulation or this award recommendation, please do not hesitate to contact us.

Sincerely,
KSA

Bob Lane, P.E. on behalf of Jeremy Orr, P.E.
Principal

Enclosure: Bid Tabulation (5 pages)

cc: Curtis Hancock, Public Works Director, City of Bastrop

File: BAS.006c Correspondence

BID TABULATION CITY OF BASTROP Westside Collection System Improvements - Phase 1 Bid Opening Date: Thursday, December 10, 2020 @ 11:00am				1 Smith Contracting Co. 15308 Ginger Street Austin, TX 78728		2 SJ Louis Construction 10515 Guifdale Street Ste. 111 San Antonio, TX 78216		3 BAR Constructors, Inc. PO Box 10 Lancaster, TX 75146	
Item	Quan.	Unit	Description	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
description: SCHEDULE 1.0 - FRPM & PVC PIPELINE MATERIALS									
1.01	1	LS	MOBILIZATION, INSURANCE, AND BONDS	\$100,000.00	\$100,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00
1.02	1	LS	COMPLIANCE WITH LANDOWNER SPECIAL PROVISIONS	\$10,000.00	\$10,000.00	\$1,650.00	\$1,650.00	\$21,300.00	\$21,300.00
1.03	1	LS	BARRICADES, SIGNS, AND TRAFFIC HANDLING	\$9,000.00	\$9,000.00	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00
1.04	1	LS	CARE OF WATER DURING CONSTRUCTION	\$50,000.00	\$50,000.00	\$5,000.00	\$5,000.00	\$6,500.00	\$6,500.00
1.05	1	LS	STORMWATER POLLUTION PREVENTION	\$5,000.00	\$5,000.00	\$23,387.50	\$23,387.50	\$52,200.00	\$52,200.00
1.06	1	LS	TEMPORARY BYPASS PUMPING	\$25,000.00	\$25,000.00	\$21,000.00	\$21,000.00	\$36,900.00	\$36,900.00
1.07	1	AL	MISCELLANEOUS ALLOWANCE	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00
1.08	1	LS	42-IN GRAVITY SEWER LINE AND MANHOLE TESTING	\$30,000.00	\$30,000.00	\$5,000.00	\$5,000.00	\$33,200.00	\$33,200.00
1.09	6,558	LF	42-IN SN 72 FRPM GRAVITY SEWER LINE	\$289.00	\$1,895,262.00	\$320.50	\$2,101,839.00	\$382.00	\$2,505,156.00
1.10	40	LF	CONCRETE ENCASEMENT	\$200.00	\$8,000.00	\$140.00	\$5,600.00	\$151.00	\$6,040.00
1.11	2	EA	42-IN DIAMETER TEE-BASE MANHOLE (3-MITER)	\$36,200.00	\$72,400.00	\$19,495.00	\$38,990.00	\$26,800.00	\$53,600.00
1.12	3	EA	42-IN DIAMETER TEE-BASE MANHOLE (2-MITER)	\$34,200.00	\$102,600.00	\$19,495.00	\$58,485.00	\$25,600.00	\$76,800.00
1.13	1	EA	42-IN DIAMETER TEE-BASE MANHOLE (1-MITER)	\$30,400.00	\$30,400.00	\$19,495.00	\$19,495.00	\$20,800.00	\$20,800.00
1.14	3	EA	42-IN DIAMETER TEE-BASE MANHOLE (0-MITER)	\$28,700.00	\$86,100.00	\$19,415.00	\$58,245.00 *	\$20,400.00	\$61,200.00
1.15	2	EA	96-IN DIAMETER PRECAST CONCRETE MANHOLE	\$38,500.00	\$77,000.00	\$31,215.00	\$62,430.00	\$40,100.00	\$80,200.00
1.16	1	EA	INTERNAL DROP CONNECTION FOR 12-IN FORCE MAIN	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$2,300.00	\$2,300.00
1.17	6,558	LF	TRENCH SAFETY - 42-IN GRAVITY SEWER	\$1.00	\$6,558.00	\$0.01	\$65.58	\$1.00	\$6,558.00
1.18	1	LS	EXCAVATION SAFETY - 42-IN GRAVITY SEWER	\$15,000.00	\$15,000.00	\$1.00	\$1.00	\$10,400.00	\$10,400.00
1.19	1	LS	24-IN GRAVITY SEWER LINE AND MANHOLE TESTING	\$12,000.00	\$12,000.00	\$5,000.00	\$5,000.00	\$10,500.00	\$10,500.00
1.20	1	LS	18-IN GRAVITY SEWER LINE AND MANHOLE TESTING	\$700.00	\$700.00	\$5,000.00	\$5,000.00	\$500.00	\$500.00
1.21	1	LS	DEMOLISH HUNTERS CROSSING LIFT STATION	\$70,000.00	\$70,000.00	\$33,000.00	\$33,000.00	\$13,900.00	\$13,900.00
1.22	2,646	LF	24-IN PS 115 PVC GRAVITY SEWER LINE	\$130.00	\$343,980.00	\$177.00	\$468,342.00	\$125.00	\$330,750.00
1.23	76	LF	18-IN PS 115 PVC GRAVITY SEWER LINE	\$125.00	\$9,500.00	\$90.00	\$6,840.00	\$110.00	\$8,360.00
1.24	130	LF	36-IN STEEL ENCASEMENT BY DRY BORE	\$1,000.00	\$130,000.00	\$840.00	\$109,200.00	\$840.00	\$109,200.00
1.25	4	EA	60-IN DIAMETER PRECAST CONCRETE MANHOLE	\$11,700.00	\$46,800.00	\$17,000.00	\$68,000.00	\$16,700.00	\$66,800.00
1.26	1	EA	60-IN DIAMETER PRECAST CONCRETE DROP MANHOLE	\$15,500.00	\$15,500.00	\$18,900.00	\$18,900.00	\$18,700.00	\$18,700.00
1.27	1	EA	REMOVE AND REPLACE 60-IN DIAMETER PRECAST CONCRETE MANHOLE	\$16,200.00	\$16,200.00	\$15,800.00	\$15,800.00	\$13,900.00	\$13,900.00
1.28	1	EA	CONNECT TO EXISTING GRAVITY SEWER	\$5,000.00	\$5,000.00	\$6,825.00	\$6,825.00	\$9,300.00	\$9,300.00
1.29	1	EA	CUT AND PLUG EXISTING GRAVITY SEWER	\$1,500.00	\$1,500.00	\$1,250.00	\$1,250.00	\$500.00	\$500.00
1.30	2	EA	CUT AND PLUG EXISTING FORCE MAIN	\$1,000.00	\$2,000.00	\$1,095.00	\$2,190.00	\$500.00	\$1,000.00
1.31	2,516	LF	TRENCH SAFETY - 24-IN GRAVITY SEWER	\$1.00	\$2,516.00	\$0.01	\$25.16	\$1.00	\$2,516.00
1.32	76	LF	TRENCH SAFETY - 18-IN GRAVITY SEWER	\$5.00	\$380.00	\$0.01	\$0.76	\$7.00	\$532.00
1.33	1	LS	EXCAVATION SAFETY - 24-IN GRAVITY SEWER	\$1,200.00	\$1,200.00	\$1.00	\$1.00	\$6,900.00	\$6,900.00
1.34	1	LS	EXCAVATION SAFETY - 18-IN GRAVITY SEWER	\$500.00	\$500.00	\$1.00	\$1.00	\$400.00	\$400.00
1.35	1	LS	12-IN FORCE MAIN TESTING	\$11,600.00	\$11,600.00	\$5,000.00	\$5,000.00	\$6,600.00	\$6,600.00
1.36	2,963	LF	12-IN C900 PVC FORCE MAIN	\$47.00	\$139,261.00	\$119.00	\$352,597.00	\$75.00	\$222,225.00
1.37	320	LF	12-IN C900 PVC FORCE MAIN BY DIRECTIONAL DRILL	\$180.00	\$57,600.00	\$300.00	\$96,000.00	\$174.00	\$55,680.00
1.38	1	EA	COMBINATION AIR VALVE ASSEMBLY	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$7,000.00	\$7,000.00
1.39	3	EA	12-IN PLUG VALVE ASSEMBLY	\$3,800.00	\$11,400.00	\$4,025.00	\$12,075.00	\$3,900.00	\$11,700.00
1.40	1	EA	10-IN PLUG VALVE ASSEMBLY	\$3,100.00	\$3,100.00	\$3,550.00	\$3,550.00	\$3,400.00	\$3,400.00
1.41	1	EA	CONNECT TO EXISTING FORCE MAIN	\$3,700.00	\$3,700.00	\$6,150.00	\$6,150.00	\$4,300.00	\$4,300.00
1.42	2,963	LF	TRENCH SAFETY - 12-IN FORCE MAIN	\$1.00	\$2,963.00	\$0.01	\$29.63	\$1.00	\$2,963.00
1.43	1	LS	EXCAVATION SAFETY - 12-IN FORCE MAIN	\$1,200.00	\$1,200.00	\$1.00	\$1.00	\$6,900.00	\$6,900.00
1.44	5,477	SY	OPEN CUT AND REPAIR GRAVEL DRIVE	\$9.00	\$49,293.00	\$1.00	\$5,477.00	\$9.00	\$49,293.00
1.45	2,783	LF	BARBED WIRE FENCE REPAIR	\$9.25	\$25,742.75	\$9.50	\$26,438.50	\$3.00	\$8,349.00
1.46	2	EA	16-FT STEEL GATE ASSEMBLY	\$1,400.00	\$2,800.00	\$3,000.00	\$6,000.00	\$1,900.00	\$3,800.00
1.47	521	SY	TURF REINFORCEMENT MATTING	\$8.25	\$4,296.25	\$8.00	\$4,168.00	\$8.00	\$4,168.00
1.48	2	AC	CLEARING AND GRUBBING	\$17,000.00	\$34,000.00	\$4,000.00	\$8,000.00	\$2,500.00	\$5,000.00
1.49	34	AC	HYDROMULCH	\$2,800.00	\$95,200.00	\$1,295.00	\$44,030.00	\$3,400.00	\$115,600.00
1.50	5,380	SY	EROSION CONTROL MATTING	\$1.60	\$8,608.00	\$1.45	\$7,801.00	\$3.00	\$16,140.00
1.51	3,630	LF	FILTER FABRIC FENCE	\$4.50	\$16,335.00	\$1.75	\$6,352.50	\$1.00	\$3,630.00
1.52	740	CY	FOUNDATION MATERIAL FOR TRENCH	\$50.00	\$37,000.00	\$53.25	\$39,405.00	\$40.00	\$29,600.00
BID TOTAL:					\$3,930,997.00		\$4,228,137.63 *		\$4,574,760.00
description: SCHEDULE 2.0 - DUCTILE IRON & PVC PIPELINE MATERIALS									
2.01	1	LS	MOBILIZATION, INSURANCE, AND BONDS	\$150,000.00	\$150,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00
2.02	1	LS	COMPLIANCE WITH LANDOWNER SPECIAL PROVISIONS	\$10,000.00	\$10,000.00	\$1,650.00	\$1,650.00	\$21,300.00	\$21,300.00
2.03	1	LS	BARRICADES, SIGNS, AND TRAFFIC HANDLING	\$9,000.00	\$9,000.00	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00
2.04	1	LS	CARE OF WATER DURING CONSTRUCTION	\$50,000.00	\$50,000.00	\$5,000.00	\$5,000.00	\$6,500.00	\$6,500.00
2.05	1	LS	STORMWATER POLLUTION PREVENTION	\$5,000.00	\$5,000.00	\$23,387.50	\$23,387.50	\$52,200.00	\$52,200.00
2.06	1	LS	TEMPORARY BYPASS PUMPING	\$25,000.00	\$25,000.00	\$21,000.00	\$21,000.00	\$36,900.00	\$36,900.00
2.07	1	AL	MISCELLANEOUS ALLOWANCE	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00
2.08	1	LS	42-IN GRAVITY SEWER LINE AND MANHOLE TESTING	\$30,000.00	\$30,000.00	\$5,000.00	\$5,000.00	\$33,200.00	\$33,200.00
2.09	6,558	LF	42-IN DI CLASS 250 GRAVITY SEWER LINE	\$489.00	\$3,206,862.00	\$497.50	\$3,262,605.00	\$570.00	\$3,738,060.00
2.10	40	LF	CONCRETE ENCASEMENT	\$200.00	\$8,000.00	\$140.00	\$5,600.00	\$151.00	\$6,040.00
2.11	11	EA	96-IN DIAMETER PRECAST CONCRETE MANHOLE	\$39,100.00	\$430,100.00	\$31,215.00	\$343,365.00	\$35,600.00	\$391,600.00
2.12	1	EA	INTERNAL DROP CONNECTION FOR 12-IN FORCE MAIN	\$5,400.00	\$5,400.00	\$2,500.00	\$2,500.00	\$2,300.00	\$2,300.00
2.13	6,558	LF	TRENCH SAFETY - 42-IN GRAVITY SEWER	\$1.00	\$6,558.00	\$0.01	\$65.58	\$1.00	\$6,558.00
2.14	1	LS	EXCAVATION SAFETY - 42-IN GRAVITY SEWER	\$1,200.00	\$1,200.00	\$1.00	\$1.00	\$10,400.00	\$10,400.00
2.15	1	LS	24-IN GRAVITY SEWER LINE AND MANHOLE TESTING	\$12,000.00	\$12,000.00	\$5,000.00	\$5,000.00	\$10,500.00	\$10,500.00
2.16	1	LS	18-IN GRAVITY SEWER LINE AND MANHOLE TESTING	\$700.00	\$700.00	\$5,000.00	\$5,000.00	\$500.00	\$500.00
2.17	1	LS	DEMOLISH HUNTERS CROSSING LIFT STATION	\$70,000.00	\$70,000.00	\$33,000.00	\$33,000.00	\$13,900.00	\$13,900.00
2.18	2,646	LF	24-IN PS 115 PVC GRAVITY SEWER LINE	\$128.00	\$338,688.00	\$177.00	\$468,342.00	\$125.00	\$330,750.00
2.19	76	LF	18-IN PS 115 PVC GRAVITY SEWER LINE	\$125.00	\$9,500.00	\$90.00	\$6,840.00	\$110.00	\$8,360.00
2.20	130	LF	36-IN STEEL ENCASEMENT BY DRY BORE	\$1,000.00	\$130,000.00	\$840.00	\$109,200.00	\$840.00	\$109,200.00
2.21	4	EA	60-IN DIAMETER PRECAST CONCRETE MANHOLE	\$13,700.00	\$54,800.00	\$17,000.00	\$68,000.00	\$16,700.00	\$66,800.00
2.22	1	EA	60-IN DIAMETER PRECAST CONCRETE DROP MANHOLE	\$15,800.00	\$15,800.00	\$18,900.00	\$18,900.00	\$18,700.00	\$18,700.00
2.23	1	EA	REMOVE AND REPLACE 60-IN DIAMETER PRECAST CONCRETE MANHOLE	\$14,000.00	\$14,000.00	\$15,800.00	\$15,800.00	\$13,900.00	\$13,900.00
2.24	1	EA	CONNECT TO EXISTING GRAVITY SEWER	\$5,000.00	\$5,000.00	\$6,825.00	\$6,825.00	\$9,300.00	\$9,300.00
2.25	1	EA	CUT AND PLUG EXISTING GRAVITY SEWER	\$1,500.00	\$1,500.00	\$1,250.00	\$1,250.00	\$500.00	\$500.00
2.26	2	EA	CUT AND PLUG EXISTING FORCE MAIN	\$1,000.00	\$2,000.00	\$1,095.00	\$2,190.00	\$500.00	\$1,000.00
2.27	2,646	LF	TRENCH SAFETY - 24-IN GRAVITY SEWER	\$1.00	\$2,646.00	\$0.01	\$26.46	\$1.00	\$2,646.00
2.28	76	LF	TRENCH SAFETY - 18-IN GRAVITY SEWER	\$1.00	\$76.00	\$0.01	\$0.76	\$7.00	\$532.00
2.29	1	LS	EXCAVATION SAFETY - 24-IN GRAVITY SEWER	\$1,200.00	\$1,200.00	\$1.00	\$1.00	\$6,900.00	\$6,900.00
2.30	1	LS	EXCAVATION SAFETY - 18-IN GRAVITY SEWER	\$500.00	\$500.00	\$1.00	\$1.00	\$400.00	\$400.00
2.31	1	LS	12-IN FORCE MAIN TESTING	\$11,600.00	\$11,600.00	\$5,000.00	\$5,000.00	\$6,600.00	\$6,600.00
2.32	2,963	LF	12-IN C900 PVC FORCE MAIN	\$48.00	\$142,224.00	\$119.00	\$352,597.00	\$75.00	\$222,225.00
2.33	320	LF	12-IN C900 PVC FORCE MAIN BY DIRECTIONAL DRILL - RJ OR FUSIBLE PVC	\$180.00	\$57,600.00	\$300.00	\$96,000.00	\$174.00	\$55,680.00
2.34	1	EA	COMBINATION AIR VALVE ASSEMBLY	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$7,000.00	\$7,000.00
2.35	3	EA	12-IN PLUG VALVE ASSEMBLY	\$3,800.00	\$11,400.00	\$4,025.00	\$12,075.00	\$3,900.00	\$11,700.00
2.36	1	EA	10-IN PLUG VALVE ASSEMBLY	\$3,100.00	\$3,100.00	\$3,550.00	\$3,550.00	\$3,400.00	\$3,400.00
2.37	1	EA	CONNECT TO EXISTING FORCE MAIN	\$3,500.00	\$3,500.00	\$6,150.00	\$6,150.00	\$4,300.00	\$4,300.00
2.38	2,963	LF	TRENCH SAFETY - 12-IN FORCE MAIN	\$1.00	\$2,963.00	\$0.01	\$29.63	\$1.00	\$2,963.00
2.39	1	LS	EXCAVATION SAFETY - 12-IN FORCE MAIN	\$1,200.00	\$1,200.00	\$1.00	\$1.00	\$6,900.00	\$6,900.00
2.40	5,477	SY	OPEN CUT AND REPAIR GRAVEL DRIVE	\$9.00	\$49,293.00	\$1.00	\$5,477.00	\$9.00	\$49,293.00
2.41	2,783	LF	BARBED WIRE FENCE REPAIR	\$9.50	\$26,438.50	\$9.50	\$26,438.50	\$3.00	\$8,349.00
2.42	2	EA	16-FT STEEL GATE ASSEMBLY	\$1,400.00	\$2,800.00	\$3,000.00	\$6,000.00	\$1,900.00	\$3,800.00
2.43	521	SY	TURF REINFORCEMENT MATTING	\$8.25	\$4,296.25	\$8.00	\$4,168.00	\$8.00	\$4,168.00
2.44	2	AC	CLEARING AND GRUBBING	\$17,000.00	\$34,000.00	\$4,000.00	\$8,000.00	\$2,500.00	\$5,000.00
2.45	34	AC	HYDROMULCH	\$2,800.00					

BID TABULATION CITY OF BASTROP Westside Collection System Improvements - Phase 1 Bid Opening Date: Thursday, December 10, 2020 @ 11:00am				4 Spiess Construction Co. 5951 Luckett Court, Suite C1 El Paso, TX 79932		5 Facilities Rehabilitation Inc. 9120 FM 973 Austin, TX 78719		6 Dguerra Construction LLC 9810 FM 969 Austin, TX 78724	
Item	Quan.	Unit	Description	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
description: SCHEDULE 1.0 - FRPM & PVC PIPELINE MATERIALS									
1.01	1	LS	MOBILIZATION, INSURANCE, AND BONDS	\$255,000.00	\$255,000.00	\$200,000.00	\$200,000.00	\$505,000.00	\$505,000.00
1.02	1	LS	COMPLIANCE WITH LANDOWNER SPECIAL PROVISIONS	\$25,000.00	\$25,000.00	\$50,000.00	\$50,000.00	\$32,500.00	\$32,500.00
1.03	1	LS	BARRICADES, SIGNS, AND TRAFFIC HANDLING	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$25,000.00	\$25,000.00
1.04	1	LS	CARE OF WATER DURING CONSTRUCTION	\$275,000.00	\$275,000.00	\$10,000.00	\$10,000.00	\$150,000.00	\$150,000.00
1.05	1	LS	STORMWATER POLLUTION PREVENTION	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00	\$30,000.00	\$30,000.00
1.06	1	LS	TEMPORARY BYPASS PUMPING	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00	\$40,000.00	\$40,000.00
1.07	1	AL	MISCELLANEOUS ALLOWANCE	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00
1.08	1	LS	42-IN GRAVITY SEWER LINE AND MANHOLE TESTING	\$10,000.00	\$10,000.00	\$100,000.00	\$100,000.00	\$25,000.00	\$25,000.00
1.09	6,558	LF	42-IN SN 72 FRPM GRAVITY SEWER LINE	\$440.00	\$2,885,520.00	\$375.00	\$2,459,250.00	\$425.00	\$2,787,150.00
1.10	40	LF	CONCRETE ENCASEMENT	\$400.00	\$16,000.00	\$300.00	\$12,000.00	\$750.00	\$30,000.00
1.11	2	EA	42-IN DIAMETER TEE-BASE MANHOLE (3-MITER)	\$48,000.00	\$96,000.00	\$43,000.00	\$86,000.00	\$40,350.00	\$80,700.00
1.12	3	EA	42-IN DIAMETER TEE-BASE MANHOLE (2-MITER)	\$47,000.00	\$141,000.00	\$36,000.00	\$108,000.00	\$39,500.00	\$118,500.00
1.13	1	EA	42-IN DIAMETER TEE-BASE MANHOLE (1-MITER)	\$46,000.00	\$46,000.00	\$28,000.00	\$28,000.00	\$35,000.00	\$35,000.00
1.14	3	EA	42-IN DIAMETER TEE-BASE MANHOLE (0-MITER)	\$45,000.00	\$135,000.00	\$26,000.00	\$78,000.00	\$34,500.00	\$103,500.00
1.15	2	EA	96-IN DIAMETER PRECAST CONCRETE MANHOLE	\$43,000.00	\$86,000.00	\$38,000.00	\$76,000.00	\$50,000.00	\$100,000.00
1.16	1	EA	INTERNAL DROP CONNECTION FOR 12-IN FORCE MAIN	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$8,200.00	\$8,200.00
1.17	6,558	LF	TRENCH SAFETY - 42-IN GRAVITY SEWER	\$1.00	\$6,558.00	\$0.00	\$327,900.00	\$10.00	\$65,580.00
1.18	1	LS	EXCAVATION SAFETY - 42-IN GRAVITY SEWER	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00
1.19	1	LS	24-IN GRAVITY SEWER LINE AND MANHOLE TESTING	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
1.20	1	LS	18-IN GRAVITY SEWER LINE AND MANHOLE TESTING	\$500.00	\$500.00	\$10,000.00	\$10,000.00	\$1,000.00	\$1,000.00
1.21	1	LS	DEMOLISH HUNTERS CROSSING LIFT STATION	\$25,000.00	\$25,000.00	\$100,000.00	\$100,000.00	\$75,000.00	\$75,000.00
1.22	2,646	LF	24-IN PS 115 PVC GRAVITY SEWER LINE	\$170.00	\$449,820.00	\$250.00	\$661,500.00	\$160.00	\$423,360.00
1.23	76	LF	18-IN PS 115 PVC GRAVITY SEWER LINE	\$600.00	\$45,600.00	\$200.00	\$15,200.00	\$135.00	\$10,260.00
1.24	130	LF	36-IN STEEL ENCASEMENT BY DRY BORE	\$900.00	\$117,000.00	\$500.00	\$65,000.00	\$700.00	\$91,000.00
1.25	4	EA	60-IN DIAMETER PRECAST CONCRETE MANHOLE	\$24,000.00	\$96,000.00	\$10,000.00	\$40,000.00	\$15,200.00	\$60,800.00
1.26	1	EA	60-IN DIAMETER PRECAST CONCRETE DROP MANHOLE	\$26,000.00	\$26,000.00	\$12,000.00	\$12,000.00	\$17,800.00	\$17,800.00
1.27	1	EA	REMOVE AND REPLACE 60-IN DIAMETER PRECAST CONCRETE MANHOLE	\$33,000.00	\$33,000.00	\$15,000.00	\$15,000.00	\$13,000.00	\$13,000.00
1.28	1	EA	CONNECT TO EXISTING GRAVITY SEWER	\$11,000.00	\$11,000.00	\$5,000.00	\$5,000.00	\$4,100.00	\$4,100.00
1.29	1	EA	CUT AND PLUG EXISTING GRAVITY SEWER	\$500.00	\$500.00	\$3,000.00	\$3,000.00	\$3,300.00	\$3,300.00
1.30	2	EA	CUT AND PLUG EXISTING FORCE MAIN	\$500.00	\$1,000.00	\$2,000.00	\$4,000.00	\$3,300.00	\$6,600.00
1.31	2,516	LF	TRENCH SAFETY - 24-IN GRAVITY SEWER	\$1.00	\$2,516.00	\$10.00	\$25,160.00	\$10.00	\$25,160.00
1.32	76	LF	TRENCH SAFETY - 18-IN GRAVITY SEWER	\$1.00	\$76.00	\$15.00	\$1,140.00	\$10.00	\$760.00
1.33	1	LS	EXCAVATION SAFETY - 24-IN GRAVITY SEWER	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00
1.34	1	LS	EXCAVATION SAFETY - 18-IN GRAVITY SEWER	\$500.00	\$500.00	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00
1.35	1	LS	12-IN FORCE MAIN TESTING	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00
1.36	2,963	LF	12-IN C900 PVC FORCE MAIN	\$80.00	\$237,040.00	\$120.00	\$355,560.00	\$70.00	\$207,410.00
1.37	320	LF	12-IN C900 PVC FORCE MAIN BY DIRECTIONAL DRILL	\$200.00	\$64,000.00	\$200.00	\$64,000.00	\$225.00	\$72,000.00
1.38	1	EA	COMBINATION AIR VALVE ASSEMBLY	\$16,000.00	\$16,000.00	\$5,000.00	\$5,000.00	\$10,200.00	\$10,200.00
1.39	3	EA	12-IN PLUG VALVE ASSEMBLY	\$4,000.00	\$12,000.00	\$15,000.00	\$45,000.00	\$9,000.00	\$27,000.00
1.40	1	EA	10-IN PLUG VALVE ASSEMBLY	\$3,500.00	\$3,500.00	\$10,000.00	\$10,000.00	\$8,400.00	\$8,400.00
1.41	1	EA	CONNECT TO EXISTING FORCE MAIN	\$12,000.00	\$12,000.00	\$2,000.00	\$2,000.00	\$4,400.00	\$4,400.00
1.42	2,963	LF	TRENCH SAFETY - 12-IN FORCE MAIN	\$1.00	\$2,963.00	\$5.00	\$14,815.00	\$5.00	\$14,815.00
1.43	1	LS	EXCAVATION SAFETY - 12-IN FORCE MAIN	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
1.44	5,477	SY	OPEN CUT AND REPAIR GRAVEL DRIVE	\$16.00	\$87,632.00	\$20.00	\$109,540.00	\$15.00	\$82,155.00
1.45	2,783	LF	BARBED WIRE FENCE REPAIR	\$15.00	\$41,745.00	\$10.00	\$27,830.00	\$10.00	\$27,830.00
1.46	2	EA	16-FT STEEL GATE ASSEMBLY	\$2,000.00	\$4,000.00	\$1,500.00	\$3,000.00	\$2,500.00	\$5,000.00
1.47	521	SY	TURF REINFORCEMENT MATTING	\$11.00	\$5,731.00	\$20.00	\$10,420.00	\$7.50	\$3,907.50
1.48	2	AC	CLEARING AND GRUBBING	\$5,000.00	\$10,000.00	\$5,000.00	\$10,000.00	\$5,000.00	\$10,000.00
1.49	34	AC	HYDROMULCH	\$2,000.00	\$68,000.00	\$2,000.00	\$68,000.00	\$1,500.00	\$51,000.00
1.50	5,380	SY	EROSION CONTROL MATTING	\$2.00	\$10,760.00	\$10.00	\$53,800.00	\$1.50	\$8,070.00
1.51	3,630	LF	FILTER FABRIC FENCE	\$3.00	\$10,890.00	\$3.00	\$10,890.00	\$4.00	\$14,520.00
1.52	740	CY	FOUNDATION MATERIAL FOR TRENCH	\$15.00	\$11,100.00	\$40.00	\$29,600.00	\$80.00	\$59,200.00
BID TOTAL:					\$5,688,451.00		\$5,672,605.00		\$5,745,677.50
description: SCHEDULE 2.0 - DUCTILE IRON & PVC PIPELINE MATERIALS									
2.01	1	LS	MOBILIZATION, INSURANCE, AND BONDS	\$315,000.00	\$315,000.00	\$200,000.00	\$200,000.00	\$521,500.00	\$521,500.00
2.02	1	LS	COMPLIANCE WITH LANDOWNER SPECIAL PROVISIONS	\$25,000.00	\$25,000.00	\$50,000.00	\$50,000.00	\$32,500.00	\$32,500.00
2.03	1	LS	BARRICADES, SIGNS, AND TRAFFIC HANDLING	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$25,000.00	\$25,000.00
2.04	1	LS	CARE OF WATER DURING CONSTRUCTION	\$275,000.00	\$275,000.00	\$10,000.00	\$10,000.00	\$150,000.00	\$150,000.00
2.05	1	LS	STORMWATER POLLUTION PREVENTION	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00	\$30,000.00	\$30,000.00
2.06	1	LS	TEMPORARY BYPASS PUMPING	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00	\$40,000.00	\$40,000.00
2.07	1	AL	MISCELLANEOUS ALLOWANCE	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00
2.08	1	LS	42-IN GRAVITY SEWER LINE AND MANHOLE TESTING	\$10,000.00	\$10,000.00	\$100,000.00	\$100,000.00	\$25,000.00	\$25,000.00
2.09	6,558	LF	42-IN DI CLASS 250 GRAVITY SEWER LINE	\$635.00	\$4,164,330.00	\$575.00	\$3,770,850.00	\$600.00	\$3,934,800.00
2.10	40	LF	CONCRETE ENCASEMENT	\$400.00	\$16,000.00	\$300.00	\$12,000.00	\$750.00	\$30,000.00
2.11	11	EA	96-IN DIAMETER PRECAST CONCRETE MANHOLE	\$43,000.00	\$473,000.00	\$38,000.00	\$418,000.00	\$48,700.00	\$535,700.00
2.12	1	EA	INTERNAL DROP CONNECTION FOR 12-IN FORCE MAIN	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$5,250.00	\$5,250.00
2.13	6,558	LF	TRENCH SAFETY - 42-IN GRAVITY SEWER	\$1.00	\$6,558.00	\$50.00	\$327,900.00	\$10.00	\$65,580.00
2.14	1	LS	EXCAVATION SAFETY - 42-IN GRAVITY SEWER	\$3,000.00	\$3,000.00	\$50,000.00	\$50,000.00	\$2,500.00	\$2,500.00
2.15	1	LS	24-IN GRAVITY SEWER LINE AND MANHOLE TESTING	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
2.16	1	LS	18-IN GRAVITY SEWER LINE AND MANHOLE TESTING	\$500.00	\$500.00	\$10,000.00	\$10,000.00	\$1,000.00	\$1,000.00
2.17	1	LS	DEMOLISH HUNTERS CROSSING LIFT STATION	\$25,000.00	\$25,000.00	\$100,000.00	\$100,000.00	\$75,000.00	\$75,000.00
2.18	2,646	LF	24-IN PS 115 PVC GRAVITY SEWER LINE	\$170.00	\$449,820.00	\$250.00	\$661,500.00	\$165.00	\$436,590.00
2.19	76	LF	18-IN PS 115 PVC GRAVITY SEWER LINE	\$600.00	\$45,600.00	\$200.00	\$15,200.00	\$132.50	\$10,070.00
2.20	130	LF	36-IN STEEL ENCASEMENT BY DRY BORE	\$900.00	\$117,000.00	\$500.00	\$65,000.00	\$740.00	\$96,200.00
2.21	4	EA	60-IN DIAMETER PRECAST CONCRETE MANHOLE	\$24,000.00	\$96,000.00	\$10,000.00	\$40,000.00	\$16,100.00	\$64,400.00
2.22	1	EA	60-IN DIAMETER PRECAST CONCRETE DROP MANHOLE	\$26,000.00	\$26,000.00	\$12,000.00	\$12,000.00	\$18,000.00	\$18,000.00
2.23	1	EA	REMOVE AND REPLACE 60-IN DIAMETER PRECAST CONCRETE MANHOLE	\$33,000.00	\$33,000.00	\$15,000.00	\$15,000.00	\$13,850.00	\$13,850.00
2.24	1	EA	CONNECT TO EXISTING GRAVITY SEWER	\$11,000.00	\$11,000.00	\$5,000.00	\$5,000.00	\$4,700.00	\$4,700.00
2.25	1	EA	CUT AND PLUG EXISTING GRAVITY SEWER	\$500.00	\$500.00	\$3,000.00	\$3,000.00	\$3,750.00	\$3,750.00
2.26	2	EA	CUT AND PLUG EXISTING FORCE MAIN	\$500.00	\$1,000.00	\$2,000.00	\$4,000.00	\$1,735.00	\$3,470.00
2.27	2,646	LF	TRENCH SAFETY - 24-IN GRAVITY SEWER	\$1.00	\$2,646.00	\$10.00	\$26,460.00	\$10.00	\$26,460.00
2.28	76	LF	TRENCH SAFETY - 18-IN GRAVITY SEWER	\$1.00	\$76.00	\$15.00	\$1,140.00	\$10.00	\$760.00
2.29	1	LS	EXCAVATION SAFETY - 24-IN GRAVITY SEWER	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00
2.30	1	LS	EXCAVATION SAFETY - 18-IN GRAVITY SEWER	\$500.00	\$500.00	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00
2.31	1	LS	12-IN FORCE MAIN TESTING	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00
2.32	2,963	LF	12-IN C900 PVC FORCE MAIN	\$80.00	\$237,040.00	\$120.00	\$355,560.00	\$70.00	\$207,410.00
2.33	320	LF	12-IN C900 PVC FORCE MAIN BY DIRECTIONAL DRILL - RJ OR FUSIBLE PVC	\$200.00	\$64,000.00	\$200.00	\$64,000.00	\$220.00	\$70,400.00
2.34	1	EA	COMBINATION AIR VALVE ASSEMBLY	\$16,000.00	\$16,000.00	\$5,000.00	\$5,000.00	\$10,650.00	\$10,650.00
2.35	3	EA	12-IN PLUG VALVE ASSEMBLY	\$4,000.00	\$12,000.00	\$15,000.00	\$45,000.00	\$9,000.00	\$27,000.00
2.36	1	EA	10-IN PLUG VALVE ASSEMBLY	\$3,500.00	\$3,500.00	\$10,000.00	\$10,000.00	\$8,400.00	\$8,400.00
2.37	1	EA	CONNECT TO EXISTING FORCE MAIN	\$12,000.00	\$12,000.00	\$2,000.00	\$2,000.00	\$4,900.00	\$4,900.00
2.38	2,963	LF	TRENCH SAFETY - 12-IN FORCE MAIN	\$1.00	\$2,963.00	\$5.00	\$14,815.00	\$5.00	\$14,815.00
2.39	1	LS	EXCAVATION SAFETY - 12-IN FORCE MAIN	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
2.40	5,477	SY	OPEN CUT AND REPAIR GRAVEL DRIVE	\$16.00	\$87,632.00	\$20.00	\$109,540.00	\$15.00	\$82,155.00
2.41	2,783	LF	BARBED WIRE FENCE REPAIR	\$15.00	\$41,745.00	\$10.00	\$27,830.00	\$10.00	\$27,830.00
2.42	2	EA	16-FT STEEL GATE ASSEMBLY	\$2,000.00	\$4,000.00	\$1,500.00	\$3,000.00	\$2,500.00	\$5,000.00
2.43	521	SY	TURF REINFORCEMENT MATTING						

BID TABULATION CITY OF BASTROP Westside Collection System Improvements - Phase 1 Bid Opening Date: Thursday, December 10, 2020 @ 11:00am				7 Austin Engineering Co. 3317 Ranch Road 620 North Austin, TX 78734		8 Bilfinger Inc. 1450 Lake Robbins Dr. #200 The Woodlands, TX 77380		9 Thalle Construction Co. 10110 FM917 Alvarado, TX 76009	
Item	Quan.	Unit	Description	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
description: SCHEDULE 1.0 - FRPM & PVC PIPELINE MATERIALS									
1.01	1	LS	MOBILIZATION, INSURANCE, AND BONDS	\$250,000.00	\$250,000.00	\$148,649.00	\$148,649.00	\$325,000.00	\$325,000.00
1.02	1	LS	COMPLIANCE WITH LANDOWNER SPECIAL PROVISIONS	\$2,000.00	\$2,000.00	\$17,209.00	\$17,209.00	\$50,000.00	\$50,000.00
1.03	1	LS	BARRICADES, SIGNS, AND TRAFFIC HANDLING	\$9,200.00	\$9,200.00	\$44,366.00	\$44,366.00	\$20,000.00	\$20,000.00
1.04	1	LS	CARE OF WATER DURING CONSTRUCTION	\$315,000.00	\$315,000.00	\$153,794.00	\$153,794.00	\$275,000.00	\$275,000.00
1.05	1	LS	STORMWATER POLLUTION PREVENTION	\$4,100.00	\$4,100.00	\$15,437.00	\$15,437.00	\$20,000.00	\$20,000.00
1.06	1	LS	TEMPORARY BYPASS PUMPING	\$36,000.00	\$36,000.00	\$31,560.00	\$31,560.00	\$40,000.00	\$40,000.00
1.07	1	AL	MISCELLANEOUS ALLOWANCE	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00
1.08	1	LS	42-IN GRAVITY SEWER LINE AND MANHOLE TESTING	\$61,000.00	\$61,000.00	\$56,944.00	\$56,944.00	\$50,000.00	\$50,000.00
1.09	6,558	LF	42-IN SN 72 FRPM GRAVITY SEWER LINE	\$473.00	\$3,101,934.00	\$673.50	\$4,416,813.00	\$556.00	\$3,646,248.00
1.10	40	LF	CONCRETE ENCASEMENT	\$170.00	\$6,800.00	\$288.15	\$11,526.00	\$250.00	\$10,000.00
1.11	2	EA	42-IN DIAMETER TEE-BASE MANHOLE (3-MITER)	\$36,000.00	\$72,000.00	\$34,074.77	\$68,149.54	\$60,000.00	\$120,000.00
1.12	3	EA	42-IN DIAMETER TEE-BASE MANHOLE (2-MITER)	\$35,000.00	\$105,000.00	\$32,016.56	\$96,049.68	\$57,000.00	\$171,000.00
1.13	1	EA	42-IN DIAMETER TEE-BASE MANHOLE (1-MITER)	\$25,000.00	\$25,000.00	\$26,173.54	\$26,173.54	\$54,000.00	\$54,000.00
1.14	3	EA	42-IN DIAMETER TEE-BASE MANHOLE (0-MITER)	\$24,000.00	\$72,000.00	\$20,845.07	\$62,535.21	\$50,000.00	\$150,000.00
1.15	2	EA	96-IN DIAMETER PRECAST CONCRETE MANHOLE	\$45,000.00	\$90,000.00	\$33,846.08	\$67,692.16	\$70,000.00	\$140,000.00
1.16	1	EA	INTERNAL DROP CONNECTION FOR 12-IN FORCE MAIN	\$3,000.00	\$3,000.00	\$6,288.97	\$6,288.97	\$4,000.00	\$4,000.00
1.17	6,558	LF	TRENCH SAFETY - 42-IN GRAVITY SEWER	\$5.00	\$32,790.00	\$8.59	\$187,493.22	\$1.00	\$6,558.00
1.18	1	LS	EXCAVATION SAFETY - 42-IN GRAVITY SEWER	\$10,000.00	\$10,000.00	\$56,375.00	\$56,375.00	\$15,000.00	\$15,000.00
1.19	1	LS	24-IN GRAVITY SEWER LINE AND MANHOLE TESTING	\$20,000.00	\$20,000.00	\$21,383.00	\$21,383.00	\$25,000.00	\$25,000.00
1.20	1	LS	18-IN GRAVITY SEWER LINE AND MANHOLE TESTING	\$650.00	\$650.00	\$4,231.00	\$4,231.00	\$5,000.00	\$5,000.00
1.21	1	LS	DEMOLISH HUNTERS CROSSING LIFT STATION	\$25,000.00	\$25,000.00	\$40,250.00	\$40,250.00	\$100,000.00	\$100,000.00
1.22	2,646	LF	24-IN PS 115 PVC GRAVITY SEWER LINE	\$155.00	\$410,130.00	\$222.98	\$590,005.08	\$175.00	\$463,050.00
1.23	76	LF	18-IN PS 115 PVC GRAVITY SEWER LINE	\$145.00	\$11,020.00	\$228.69	\$17,380.44	\$150.00	\$11,400.00
1.24	130	LF	36-IN STEEL ENCASEMENT BY DRY BORE	\$900.00	\$117,000.00	\$1,588.26	\$206,473.80	\$1,000.00	\$130,000.00
1.25	4	EA	60-IN DIAMETER PRECAST CONCRETE MANHOLE	\$17,000.00	\$68,000.00	\$21,954.22	\$87,816.88	\$25,000.00	\$100,000.00
1.26	1	EA	60-IN DIAMETER PRECAST CONCRETE DROP MANHOLE	\$20,000.00	\$20,000.00	\$18,409.53	\$18,409.53	\$28,000.00	\$28,000.00
1.27	1	EA	REMOVE AND REPLACE 60-IN DIAMETER PRECAST CONCRETE MANHOLE	\$25,000.00	\$25,000.00	\$10,977.11	\$10,977.11	\$30,000.00	\$30,000.00
1.28	1	EA	CONNECT TO EXISTING GRAVITY SEWER	\$4,500.00	\$4,500.00	\$4,573.80	\$4,573.80	\$5,000.00	\$5,000.00
1.29	1	EA	CUT AND PLUG EXISTING GRAVITY SEWER	\$750.00	\$750.00	\$1,715.18	\$1,715.18	\$3,500.00	\$3,500.00
1.30	2	EA	CUT AND PLUG EXISTING FORCE MAIN	\$750.00	\$1,500.00	\$1,715.18	\$3,430.36	\$3,000.00	\$6,000.00
1.31	2,516	LF	TRENCH SAFETY - 24-IN GRAVITY SEWER	\$2.00	\$5,032.00	\$4.58	\$11,523.28	\$1.00	\$2,516.00
1.32	76	LF	TRENCH SAFETY - 18-IN GRAVITY SEWER	\$2.00	\$152.00	\$12.58	\$956.08	\$1.00	\$76.00
1.33	1	LS	EXCAVATION SAFETY - 24-IN GRAVITY SEWER	\$2,000.00	\$2,000.00	\$16,272.00	\$16,272.00	\$500.00	\$500.00
1.34	1	LS	EXCAVATION SAFETY - 18-IN GRAVITY SEWER	\$500.00	\$500.00	\$1,876.00	\$1,876.00	\$500.00	\$500.00
1.35	1	LS	12-IN FORCE MAIN TESTING	\$1,500.00	\$1,500.00	\$10,635.00	\$10,635.00	\$15,000.00	\$15,000.00
1.36	2,963	LF	12-IN C900 PVC FORCE MAIN	\$65.00	\$192,595.00	\$72.04	\$213,454.52	\$95.00	\$281,485.00
1.37	320	LF	12-IN C900 PVC FORCE MAIN BY DIRECTIONAL DRILL	\$205.00	\$65,600.00	\$480.25	\$153,680.00	\$550.00	\$176,000.00
1.38	1	EA	COMBINATION AIR VALVE ASSEMBLY	\$9,000.00	\$9,000.00	\$7,089.39	\$7,089.39	\$15,000.00	\$15,000.00
1.39	3	EA	12-IN PLUG VALVE ASSEMBLY	\$4,500.00	\$13,500.00	\$4,573.80	\$13,721.40	\$10,000.00	\$30,000.00
1.40	1	EA	10-IN PLUG VALVE ASSEMBLY	\$3,500.00	\$3,500.00	\$4,573.80	\$4,573.80	\$7,500.00	\$7,500.00
1.41	1	EA	CONNECT TO EXISTING FORCE MAIN	\$2,500.00	\$2,500.00	\$3,922.03	\$3,922.03	\$7,000.00	\$7,000.00
1.42	2,963	LF	TRENCH SAFETY - 12-IN FORCE MAIN	\$1.00	\$2,963.00	\$1.15	\$3,407.45	\$1.00	\$2,963.00
1.43	1	LS	EXCAVATION SAFETY - 12-IN FORCE MAIN	\$2,000.00	\$2,000.00	\$8,691.00	\$8,691.00	\$500.00	\$500.00
1.44	5,477	SY	OPEN CUT AND REPAIR GRAVEL DRIVE	\$6.00	\$32,862.00	\$14.64	\$80,183.28	\$8.00	\$43,816.00
1.45	2,783	LF	BARBED WIRE FENCE REPAIR	\$7.50	\$20,872.50	\$14.87	\$41,383.21	\$8.00	\$22,264.00
1.46	2	EA	16-FT STEEL GATE ASSEMBLY	\$2,500.00	\$5,000.00	\$1,715.18	\$3,430.36	\$1,500.00	\$3,000.00
1.47	521	SY	TURF REINFORCEMENT MATTING	\$8.65	\$4,506.65	\$25.85	\$13,467.85	\$3.00	\$1,563.00
1.48	2	AC	CLEARING AND GRUBBING	\$5,500.00	\$11,000.00	\$4,688.14	\$9,376.28	\$5,500.00	\$11,000.00
1.49	34	AC	HYDROMULCH	\$4,840.00	\$164,560.00	\$1,120.58	\$38,099.72	\$1,600.00	\$54,400.00
1.50	5,380	SY	EROSION CONTROL MATTING	\$8.65	\$46,537.00	\$2.29	\$12,320.20	\$1.50	\$8,070.00
1.51	3,630	LF	FILTER FABRIC FENCE	\$5.00	\$18,150.00	\$3.44	\$12,487.20	\$2.00	\$7,260.00
1.52	740	CY	FOUNDATION MATERIAL FOR TRENCH	\$50.00	\$37,000.00	\$64.04	\$47,389.60	\$50.00	\$37,000.00
BID TOTAL:					\$5,790,704.15		\$7,431,641.15		\$6,967,669.00
description: SCHEDULE 2.0 - DUCTILE IRON & PVC PIPELINE MATERIALS									
2.01	1	LS	MOBILIZATION, INSURANCE, AND BONDS	\$350,000.00	\$350,000.00	\$148,649.00	\$148,649.00	\$325,000.00	\$325,000.00
2.02	1	LS	COMPLIANCE WITH LANDOWNER SPECIAL PROVISIONS	\$2,000.00	\$2,000.00	\$17,209.00	\$17,209.00	\$50,000.00	\$50,000.00
2.03	1	LS	BARRICADES, SIGNS, AND TRAFFIC HANDLING	\$9,200.00	\$9,200.00	\$44,366.00	\$44,366.00	\$20,000.00	\$20,000.00
2.04	1	LS	CARE OF WATER DURING CONSTRUCTION	\$315,000.00	\$315,000.00	\$153,794.00	\$153,794.00	\$275,000.00	\$275,000.00
2.05	1	LS	STORMWATER POLLUTION PREVENTION	\$4,100.00	\$4,100.00	\$15,437.00	\$15,437.00	\$20,000.00	\$20,000.00
2.06	1	LS	TEMPORARY BYPASS PUMPING	\$36,000.00	\$36,000.00	\$31,560.00	\$31,560.00	\$40,000.00	\$40,000.00
2.07	1	AL	MISCELLANEOUS ALLOWANCE	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00
2.08	1	LS	42-IN GRAVITY SEWER LINE AND MANHOLE TESTING	\$61,000.00	\$61,000.00	\$56,944.00	\$56,944.00	\$50,000.00	\$50,000.00
2.09	6,558	LF	42-IN DI CLASS 250 GRAVITY SEWER LINE	\$662.00	\$4,341,396.00	\$699.80	\$4,589,288.40	\$784.00	\$5,010,312.00
2.10	40	LF	CONCRETE ENCASEMENT	\$170.00	\$6,800.00	\$288.15	\$11,526.00	\$250.00	\$10,000.00
2.11	11	EA	96-IN DIAMETER PRECAST CONCRETE MANHOLE	\$50,000.00	\$550,000.00	\$35,995.76	\$395,953.36	\$70,000.00	\$770,000.00
2.12	1	EA	INTERNAL DROP CONNECTION FOR 12-IN FORCE MAIN	\$3,000.00	\$3,000.00	\$6,288.97	\$6,288.97	\$4,000.00	\$4,000.00
2.13	6,558	LF	TRENCH SAFETY - 42-IN GRAVITY SEWER	\$5.00	\$32,790.00	\$5.72	\$37,511.76	\$1.00	\$6,558.00
2.14	1	LS	EXCAVATION SAFETY - 42-IN GRAVITY SEWER	\$10,000.00	\$10,000.00	\$56,375.00	\$56,375.00	\$15,000.00	\$15,000.00
2.15	1	LS	24-IN GRAVITY SEWER LINE AND MANHOLE TESTING	\$20,000.00	\$20,000.00	\$21,383.00	\$21,383.00	\$25,000.00	\$25,000.00
2.16	1	LS	18-IN GRAVITY SEWER LINE AND MANHOLE TESTING	\$650.00	\$650.00	\$4,231.00	\$4,231.00	\$5,000.00	\$5,000.00
2.17	1	LS	DEMOLISH HUNTERS CROSSING LIFT STATION	\$25,000.00	\$25,000.00	\$40,250.00	\$40,250.00	\$100,000.00	\$100,000.00
2.18	2,646	LF	24-IN PS 115 PVC GRAVITY SEWER LINE	\$155.00	\$410,130.00	\$222.98	\$590,005.08	\$175.00	\$463,050.00
2.19	76	LF	18-IN PS 115 PVC GRAVITY SEWER LINE	\$145.00	\$11,020.00	\$228.69	\$17,380.44	\$150.00	\$11,400.00
2.20	130	LF	36-IN STEEL ENCASEMENT BY DRY BORE	\$900.00	\$117,000.00	\$1,588.26	\$206,473.80	\$1,000.00	\$130,000.00
2.21	4	EA	60-IN DIAMETER PRECAST CONCRETE MANHOLE	\$17,000.00	\$68,000.00	\$21,954.22	\$87,816.88	\$25,000.00	\$100,000.00
2.22	1	EA	60-IN DIAMETER PRECAST CONCRETE DROP MANHOLE	\$20,000.00	\$20,000.00	\$18,409.53	\$18,409.53	\$28,000.00	\$28,000.00
2.23	1	EA	REMOVE AND REPLACE 60-IN DIAMETER PRECAST CONCRETE MANHOLE	\$25,000.00	\$25,000.00	\$10,977.11	\$10,977.11	\$30,000.00	\$30,000.00
2.24	1	EA	CONNECT TO EXISTING GRAVITY SEWER	\$4,500.00	\$4,500.00	\$4,573.80	\$4,573.80	\$5,000.00	\$5,000.00
2.25	1	EA	CUT AND PLUG EXISTING GRAVITY SEWER	\$750.00	\$750.00	\$1,715.18	\$1,715.18	\$3,500.00	\$3,500.00
2.26	2	EA	CUT AND PLUG EXISTING FORCE MAIN	\$750.00	\$1,500.00	\$1,715.18	\$3,430.36	\$3,000.00	\$6,000.00
2.27	2,646	LF	TRENCH SAFETY - 24-IN GRAVITY SEWER	\$2.00	\$5,292.00	\$5.72	\$15,135.12	\$1.00	\$2,646.00
2.28	76	LF	TRENCH SAFETY - 18-IN GRAVITY SEWER	\$2.00	\$152.00	\$12.58	\$956.08	\$1.00	\$76.00
2.29	1	LS	EXCAVATION SAFETY - 24-IN GRAVITY SEWER	\$2,000.00	\$2,000.00	\$16,272.00	\$16,272.00	\$500.00	\$500.00
2.30	1	LS	EXCAVATION SAFETY - 18-IN GRAVITY SEWER	\$500.00	\$500.00	\$1,876.00	\$1,876.00	\$500.00	\$500.00
2.31	1	LS	12-IN FORCE MAIN TESTING	\$1,500.00	\$1,500.00	\$10,635.00	\$10,635.00	\$15,000.00	\$15,000.00
2.32	2,963	LF	12-IN C900 PVC FORCE MAIN	\$65.00	\$192,595.00	\$100.63	\$298,166.69	\$95.00	\$281,485.00
2.33	320	LF	12-IN C900 PVC FORCE MAIN BY DIRECTIONAL DRILL - RJ OR FUSIBLE PVC	\$205.00	\$65,600.00	\$480.25	\$153,680.00	\$550.00	\$176,000.00
2.34	1	EA	COMBINATION AIR VALVE ASSEMBLY	\$9,000.00	\$9,000.00	\$7,089.39	\$7,089.39	\$15,000.00	\$15,000.00
2.35	3	EA	12-IN PLUG VALVE ASSEMBLY	\$4,500.00	\$13,500.00	\$4,573.80	\$13,721.40	\$10,000.00	\$30,000.00
2.36	1	EA	10-IN PLUG VALVE ASSEMBLY	\$3,500.00	\$3,500.00	\$4,573.80	\$4,573.80	\$7,500.00	\$7,500.00
2.37	1	EA	CONNECT TO EXISTING FORCE MAIN	\$2,500.00	\$2,500.00	\$3,922.03	\$3,922.03	\$7,000.00	\$7,000.00
2.38	2,963	LF	TRENCH SAFETY - 12-IN FORCE MAIN	\$1.00	\$2,963.00	\$1.15	\$3,407.45	\$1.00	\$2,963.00
2.39	1	LS	EXCAVATION SAFETY - 12-IN FORCE MAIN	\$2,000.00	\$2,000.00	\$8,691.00	\$8,691.00	\$500.00	\$500.00
2.40	5,477	SY	OPEN CUT AND REPAIR GRAVEL DRIVE	\$6.00	\$32,862.00	\$14.64	\$80,183.28	\$8.00	\$43,816.00
2.41	2,783	LF	BARBED WIRE FENCE REPAIR	\$7.50	\$20,872.50	\$14.87	\$41,383.21	\$8.00	\$22,264.00
2.42	2	EA	16-FT STEEL GATE ASSEMBLY	\$2,500.00	\$5,000.00	\$1,715.18	\$3,430.36	\$1,500.00	\$3,000.00
2.43	521	SY	TURF REINFORCEMENT MATTING	\$8.65	\$4,506.65	\$25.85	\$13,467.85</		

BID TABULATION CITY OF BASTROP Westside Collection System Improvements - Phase 1 Bid Opening Date: Thursday, December 10, 2020 @ 11:00am				10 BRH-Garver Construction 7600 S. Santa Fe, Bldg A-1 East Houston, TX 77061		11 Qro Mex Construction Co. 2801 Prairie Creek Rd. Granite Shoals, TX 78654		12 Cash Construction 217 Kingston Lacy Blvd. Pflugerville, TX 78660	
Item	Quan.	Unit	Description	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
description: SCHEDULE 1.0 - FRPM & PVC PIPELINE MATERIALS									
1.01	1	LS	MOBILIZATION, INSURANCE, AND BONDS	\$370,000.00	\$370,000.00	\$490,000.00	\$490,000.00	\$379,382.75	\$379,382.75
1.02	1	LS	COMPLIANCE WITH LANDOWNER SPECIAL PROVISIONS	\$77,000.00	\$77,000.00	\$80,000.00	\$80,000.00	\$60,000.00	\$60,000.00
1.03	1	LS	BARRICADES, SIGNS, AND TRAFFIC HANDLING	\$150,000.00	\$150,000.00	\$60,000.00	\$60,000.00	\$10,000.00	\$10,000.00
1.04	1	LS	CARE OF WATER DURING CONSTRUCTION	\$200,000.00	\$200,000.00	\$120,000.00	\$120,000.00	\$670,000.00	\$670,000.00
1.05	1	LS	STORMWATER POLLUTION PREVENTION	\$180,000.00	\$180,000.00	\$20,000.00	\$20,000.00	\$90,000.00	\$90,000.00
1.06	1	LS	TEMPORARY BYPASS PUMPING	\$85,000.00	\$85,000.00	\$85,000.00	\$85,000.00	\$19,800.00	\$19,800.00
1.07	1	AL	MISCELLANEOUS ALLOWANCE	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00
1.08	1	LS	42-IN GRAVITY SEWER LINE AND MANHOLE TESTING	\$70,000.00	\$70,000.00	\$120,000.00	\$120,000.00	\$12,000.00	\$12,000.00
1.09	6,558	LF	42-IN SN 72 FRPM GRAVITY SEWER LINE	\$392.00	\$2,570,736.00	\$530.00	\$3,475,740.00	\$580.00	\$3,803,640.00
1.10	40	LF	CONCRETE ENCASEMENT	\$210.00	\$8,400.00	\$350.00	\$14,000.00	\$200.00	\$8,000.00
1.11	2	EA	42-IN DIAMETER TEE-BASE MANHOLE (3-MITER)	\$121,000.00	\$242,000.00	\$43,000.00	\$86,000.00	\$26,000.00	\$52,000.00
1.12	3	EA	42-IN DIAMETER TEE-BASE MANHOLE (2-MITER)	\$106,000.00	\$318,000.00	\$45,000.00	\$135,000.00	\$24,000.00	\$72,000.00
1.13	1	EA	42-IN DIAMETER TEE-BASE MANHOLE (1-MITER)	\$103,000.00	\$103,000.00	\$40,000.00	\$40,000.00	\$19,350.00	\$19,350.00
1.14	3	EA	42-IN DIAMETER TEE-BASE MANHOLE (0-MITER)	\$87,000.00	\$261,000.00	\$38,000.00	\$114,000.00	\$18,500.00	\$55,500.00
1.15	2	EA	96-IN DIAMETER PRECAST CONCRETE MANHOLE	\$60,000.00	\$120,000.00	\$64,000.00	\$128,000.00	\$41,500.00	\$83,000.00
1.16	1	EA	INTERNAL DROP CONNECTION FOR 12-IN FORCE MAIN	\$9,900.00	\$9,900.00	\$6,500.00	\$6,500.00	\$1,700.00	\$1,700.00
1.17	6,558	LF	TRENCH SAFETY - 42-IN GRAVITY SEWER	\$1.00	\$6,558.00	\$14.00	\$91,812.00	\$30.00	\$196,740.00
1.18	1	LS	EXCAVATION SAFETY - 42-IN GRAVITY SEWER	\$2,600.00	\$2,600.00	\$100,000.00	\$100,000.00	\$675,000.00	\$675,000.00
1.19	1	LS	24-IN GRAVITY SEWER LINE AND MANHOLE TESTING	\$40,000.00	\$40,000.00	\$25,000.00	\$25,000.00	\$3,750.00	\$3,750.00
1.20	1	LS	18-IN GRAVITY SEWER LINE AND MANHOLE TESTING	\$5,200.00	\$5,200.00	\$8,000.00	\$8,000.00	\$600.00	\$600.00
1.21	1	LS	DEMOLISH HUNTERS CROSSING LIFT STATION	\$110,000.00	\$110,000.00	\$100,000.00	\$100,000.00	\$36,000.00	\$36,000.00
1.22	2,646	LF	24-IN PS 115 PVC GRAVITY SEWER LINE	\$250.00	\$661,500.00	\$135.00	\$357,210.00	\$215.00	\$568,890.00
1.23	76	LF	18-IN PS 115 PVC GRAVITY SEWER LINE	\$190.00	\$14,440.00	\$180.00	\$13,680.00	\$320.00	\$24,320.00
1.24	130	LF	36-IN STEEL ENCASEMENT BY DRY BORE	\$1,400.00	\$182,000.00	\$600.00	\$78,000.00	\$1,200.00	\$156,000.00
1.25	4	EA	60-IN DIAMETER PRECAST CONCRETE MANHOLE	\$39,000.00	\$156,000.00	\$19,000.00	\$76,000.00	\$11,800.00	\$47,200.00
1.26	1	EA	60-IN DIAMETER PRECAST CONCRETE DROP MANHOLE	\$45,000.00	\$45,000.00	\$19,000.00	\$19,000.00	\$14,200.00	\$14,200.00
1.27	1	EA	REMOVE AND REPLACE 60-IN DIAMETER PRECAST CONCRETE MANHOLE	\$59,000.00	\$59,000.00	\$25,000.00	\$25,000.00	\$12,700.00	\$12,700.00
1.28	1	EA	CONNECT TO EXISTING GRAVITY SEWER	\$13,000.00	\$13,000.00	\$6,500.00	\$6,500.00	\$2,500.00	\$2,500.00
1.29	1	EA	CUT AND PLUG EXISTING GRAVITY SEWER	\$11,000.00	\$11,000.00	\$5,500.00	\$5,500.00	\$1,500.00	\$1,500.00
1.30	2	EA	CUT AND PLUG EXISTING FORCE MAIN	\$5,600.00	\$11,200.00	\$3,500.00	\$7,000.00	\$1,400.00	\$2,800.00
1.31	2,516	LF	TRENCH SAFETY - 24-IN GRAVITY SEWER	\$10.00	\$25,160.00	\$6.00	\$15,096.00	\$25.00	\$62,900.00
1.32	76	LF	TRENCH SAFETY - 18-IN GRAVITY SEWER	\$1.00	\$76.00	\$8.00	\$608.00	\$1.00	\$76.00
1.33	1	LS	EXCAVATION SAFETY - 24-IN GRAVITY SEWER	\$1,400.00	\$1,400.00	\$20,000.00	\$20,000.00	\$1.00	\$1.00
1.34	1	LS	EXCAVATION SAFETY - 18-IN GRAVITY SEWER	\$1,400.00	\$1,400.00	\$8,000.00	\$8,000.00	\$1.00	\$1.00
1.35	1	LS	12-IN FORCE MAIN TESTING	\$28,000.00	\$28,000.00	\$8,500.00	\$8,500.00	\$2,300.00	\$2,300.00
1.36	2,963	LF	12-IN C900 PVC FORCE MAIN	\$97.00	\$287,411.00	\$66.00	\$195,558.00	\$55.00	\$162,965.00
1.37	320	LF	12-IN C900 PVC FORCE MAIN BY DIRECTIONAL DRILL	\$590.00	\$188,800.00	\$380.00	\$121,600.00	\$205.00	\$65,600.00
1.38	1	EA	COMBINATION AIR VALVE ASSEMBLY	\$24,000.00	\$24,000.00	\$8,000.00	\$8,000.00	\$6,900.00	\$6,900.00
1.39	3	EA	12-IN PLUG VALVE ASSEMBLY	\$18,000.00	\$54,000.00	\$5,000.00	\$15,000.00	\$3,800.00	\$11,400.00
1.40	1	EA	10-IN PLUG VALVE ASSEMBLY	\$19,000.00	\$19,000.00	\$4,500.00	\$4,500.00	\$3,200.00	\$3,200.00
1.41	1	EA	CONNECT TO EXISTING FORCE MAIN	\$27,000.00	\$27,000.00	\$7,500.00	\$7,500.00	\$5,500.00	\$5,500.00
1.42	2,963	LF	TRENCH SAFETY - 12-IN FORCE MAIN	\$1.00	\$2,963.00	\$3.00	\$8,889.00	\$1.00	\$2,963.00
1.43	1	LS	EXCAVATION SAFETY - 12-IN FORCE MAIN	\$2,600.00	\$2,600.00	\$7,500.00	\$7,500.00	\$1.00	\$1.00
1.44	5,477	SY	OPEN CUT AND REPAIR GRAVEL DRIVE	\$8.00	\$43,816.00	\$8.50	\$46,554.50	\$12.00	\$65,724.00
1.45	2,783	LF	BARBED WIRE FENCE REPAIR	\$2.00	\$5,566.00	\$10.00	\$27,830.00	\$9.25	\$25,742.75
1.46	2	EA	16-FT STEEL GATE ASSEMBLY	\$4,900.00	\$9,800.00	\$3,500.00	\$7,000.00	\$1,200.00	\$2,400.00
1.47	521	SY	TURF REINFORCEMENT MATTING	\$12.00	\$6,252.00	\$10.00	\$5,210.00	\$9.00	\$4,689.00
1.48	2	AC	CLEARING AND GRUBBING	\$7,000.00	\$14,000.00	\$3,500.00	\$7,000.00	\$15,500.00	\$31,000.00
1.49	34	AC	HYDROMULCH	\$1,400.00	\$47,600.00	\$1,600.00	\$54,400.00	\$3,450.00	\$117,300.00
1.50	5,380	SY	EROSION CONTROL MATTING	\$4.00	\$21,520.00	\$4.00	\$21,520.00	\$7.50	\$40,350.00
1.51	3,630	LF	FILTER FABRIC FENCE	\$2.00	\$7,260.00	\$3.00	\$10,890.00	\$2.75	\$9,982.50
1.52	740	CY	FOUNDATION MATERIAL FOR TRENCH	\$25.00	\$18,500.00	\$30.00	\$22,200.00	\$160.00	\$118,400.00
BID TOTAL:					\$7,168,658.00		\$6,748,945.50		\$8,067,968.00 *
description: SCHEDULE 2.0 - DUCTILE IRON & PVC PIPELINE MATERIALS									
2.01	1	LS	MOBILIZATION, INSURANCE, AND BONDS	\$370,000.00	\$370,000.00	\$490,000.00	\$490,000.00	\$385,271.75	\$385,271.75
2.02	1	LS	COMPLIANCE WITH LANDOWNER SPECIAL PROVISIONS	\$77,000.00	\$77,000.00	\$80,000.00	\$80,000.00	\$60,000.00	\$60,000.00
2.03	1	LS	BARRICADES, SIGNS, AND TRAFFIC HANDLING	\$150,000.00	\$150,000.00	\$60,000.00	\$60,000.00	\$10,000.00	\$10,000.00
2.04	1	LS	CARE OF WATER DURING CONSTRUCTION	\$200,000.00	\$200,000.00	\$120,000.00	\$120,000.00	\$670,000.00	\$670,000.00
2.05	1	LS	STORMWATER POLLUTION PREVENTION	\$180,000.00	\$180,000.00	\$20,000.00	\$20,000.00	\$90,000.00	\$90,000.00
2.06	1	LS	TEMPORARY BYPASS PUMPING	\$85,000.00	\$85,000.00	\$85,000.00	\$85,000.00	\$19,800.00	\$19,800.00
2.07	1	AL	MISCELLANEOUS ALLOWANCE	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00
2.08	1	LS	42-IN GRAVITY SEWER LINE AND MANHOLE TESTING	\$70,000.00	\$70,000.00	\$100,000.00	\$100,000.00	\$12,000.00	\$12,000.00
2.09	6,558	LF	42-IN DI CLASS 250 GRAVITY SEWER LINE	\$630.00	\$4,131,540.00	\$755.00	\$4,951,290.00	\$775.00	\$5,082,450.00
2.10	40	LF	CONCRETE ENCASEMENT	\$210.00	\$8,400.00	\$300.00	\$12,000.00	\$200.00	\$8,000.00
2.11	11	EA	96-IN DIAMETER PRECAST CONCRETE MANHOLE	\$56,000.00	\$616,000.00	\$55,000.00	\$605,000.00	\$40,900.00	\$449,900.00
2.12	1	EA	INTERNAL DROP CONNECTION FOR 12-IN FORCE MAIN	\$9,900.00	\$9,900.00	\$12,000.00	\$12,000.00	\$1,700.00	\$1,700.00
2.13	6,558	LF	TRENCH SAFETY - 42-IN GRAVITY SEWER	\$1.00	\$6,558.00	\$16.00	\$104,928.00	\$30.00	\$196,740.00
2.14	1	LS	EXCAVATION SAFETY - 42-IN GRAVITY SEWER	\$2,600.00	\$2,600.00	\$110,000.00	\$110,000.00	\$675,000.00	\$675,000.00
2.15	1	LS	24-IN GRAVITY SEWER LINE AND MANHOLE TESTING	\$40,000.00	\$40,000.00	\$25,000.00	\$25,000.00	\$3,750.00	\$3,750.00
2.16	1	LS	18-IN GRAVITY SEWER LINE AND MANHOLE TESTING	\$5,200.00	\$5,200.00	\$8,000.00	\$8,000.00	\$600.00	\$600.00
2.17	1	LS	DEMOLISH HUNTERS CROSSING LIFT STATION	\$110,000.00	\$110,000.00	\$80,000.00	\$80,000.00	\$36,000.00	\$36,000.00
2.18	2,646	LF	24-IN PS 115 PVC GRAVITY SEWER LINE	\$250.00	\$661,500.00	\$180.00	\$476,280.00	\$215.00	\$568,890.00
2.19	76	LF	18-IN PS 115 PVC GRAVITY SEWER LINE	\$190.00	\$14,440.00	\$180.00	\$13,680.00	\$320.00	\$24,320.00
2.20	130	LF	36-IN STEEL ENCASEMENT BY DRY BORE	\$1,400.00	\$182,000.00	\$700.00	\$91,000.00	\$1,200.00	\$156,000.00
2.21	4	EA	60-IN DIAMETER PRECAST CONCRETE MANHOLE	\$39,000.00	\$156,000.00	\$19,000.00	\$76,000.00	\$11,800.00	\$47,200.00
2.22	1	EA	60-IN DIAMETER PRECAST CONCRETE DROP MANHOLE	\$46,000.00	\$46,000.00	\$19,000.00	\$19,000.00	\$14,200.00	\$14,200.00
2.23	1	EA	REMOVE AND REPLACE 60-IN DIAMETER PRECAST CONCRETE MANHOLE	\$59,000.00	\$59,000.00	\$25,000.00	\$25,000.00	\$12,700.00	\$12,700.00
2.24	1	EA	CONNECT TO EXISTING GRAVITY SEWER	\$13,000.00	\$13,000.00	\$6,500.00	\$6,500.00	\$2,500.00	\$2,500.00
2.25	1	EA	CUT AND PLUG EXISTING GRAVITY SEWER	\$11,000.00	\$11,000.00	\$6,500.00	\$6,500.00	\$1,500.00	\$1,500.00
2.26	2	EA	CUT AND PLUG EXISTING FORCE MAIN	\$5,600.00	\$11,200.00	\$3,500.00	\$7,000.00	\$1,400.00	\$2,800.00
2.27	2,646	LF	TRENCH SAFETY - 24-IN GRAVITY SEWER	\$1.00	\$2,646.00	\$8.00	\$21,168.00	\$25.00	\$66,150.00 *
2.28	76	LF	TRENCH SAFETY - 18-IN GRAVITY SEWER	\$1.00	\$76.00	\$8.00	\$608.00	\$1.00	\$76.00
2.29	1	LS	EXCAVATION SAFETY - 24-IN GRAVITY SEWER	\$1,400.00	\$1,400.00	\$30,000.00	\$30,000.00	\$1.00	\$1.00
2.30	1	LS	EXCAVATION SAFETY - 18-IN GRAVITY SEWER	\$1,400.00	\$1,400.00	\$8,000.00	\$8,000.00	\$1.00	\$1.00
2.31	1	LS	12-IN FORCE MAIN TESTING	\$28,000.00	\$28,000.00	\$10,000.00	\$10,000.00	\$2,300.00	\$2,300.00
2.32	2,963	LF	12-IN C900 PVC FORCE MAIN	\$97.00	\$287,411.00	\$66.00	\$195,558.00	\$55.00	\$162,965.00
2.33	320	LF	12-IN C900 PVC FORCE MAIN BY DIRECTIONAL DRILL - RJ OR FUSIBLE PVC	\$590.00	\$188,800.00	\$380.00	\$121,600.00	\$205.00	\$65,600.00
2.34	1	EA	COMBINATION AIR VALVE ASSEMBLY	\$24,000.00	\$24,000.00	\$8,000.00	\$8,000.00	\$6,900.00	\$6,900.00
2.35	3	EA	12-IN PLUG VALVE ASSEMBLY	\$18,000.00	\$54,000.00	\$4,500.00	\$13,500.00	\$3,800.00	\$11,400.00
2.36	1	EA	10-IN PLUG VALVE ASSEMBLY	\$19,000.00	\$19,000.00	\$4,500.00	\$4,500.00	\$3,200.00	\$3,200.00
2.37	1	EA	CONNECT TO EXISTING FORCE MAIN	\$27,000.00	\$27,000.00	\$7,500.00	\$7,500.00	\$5,500.00	\$5,500.00
2.38	2,963	LF	TRENCH SAFETY - 12-IN FORCE MAIN	\$1.00	\$2,963.00	\$3.00	\$8,889.00	\$1.00	\$2,963.00
2.39	1	LS	EXCAVATION SAFETY - 12-IN FORCE MAIN	\$2,600.00	\$2,600.00	\$6,000.00	\$6,000.00	\$1.00	\$1.00
2.40	5,477	SY	OPEN CUT AND REPAIR GRAVEL DRIVE	\$8.00	\$43,816.00	\$16.00	\$87,632.00	\$12.00	\$65,724.00
2.41	2,783	LF	BARBED WIRE FENCE REPAIR	\$2.00	\$5,566.00	\$10.00	\$27,830.00	\$9.25	\$25,742.75
2.42	2	EA	16-FT STEEL GATE ASSEMBLY	\$4,900.00	\$9,800.00	\$3,500.00	\$7,000.00	\$1,200.00	\$2,400.00
2.43	521	SY	T						

BID TABULATION CITY OF BASTROP Westside Collection System Improvements - Phase 1 Bid Opening Date: Thursday, December 10, 2020 @ 11:00am				13 Royal Vista Inc. 350 County Rd. 260 Liberty Hill, TX 78642		14 Santa Clara Construction 9811 Anderson Mill Rd Ste. 201 Austin, TX 78750	
Item	Quan.	Unit	Description	Unit Price	Total Cost	Unit Price	Total Cost
description: SCHEDULE 1.0 - FRPM & PVC PIPELINE MATERIALS							
1.01	1	LS	MOBILIZATION, INSURANCE, AND BONDS	\$450,000.00	\$450,000.00	\$309,000.00	\$309,000.00
1.02	1	LS	COMPLIANCE WITH LANDOWNER SPECIAL PROVISIONS	\$125,000.00	\$125,000.00	\$45,250.00	\$45,250.00
1.03	1	LS	BARRICADES, SIGNS, AND TRAFFIC HANDLING	\$100,000.00	\$100,000.00	\$20,665.00	\$20,665.00
1.04	1	LS	CARE OF WATER DURING CONSTRUCTION	\$750,000.00	\$750,000.00	\$115,128.00	\$115,128.00
1.05	1	LS	STORMWATER POLLUTION PREVENTION	\$150,000.00	\$150,000.00	\$4,531.00	\$4,531.00
1.06	1	LS	TEMPORARY BYPASS PUMPING	\$125,000.00	\$125,000.00	\$33,328.00	\$33,328.00
1.07	1	AL	MISCELLANEOUS ALLOWANCE	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00
1.08	1	LS	42-IN GRAVITY SEWER LINE AND MANHOLE TESTING	\$55,000.00	\$55,000.00	\$33,998.00	\$33,998.00
1.09	6,558	LF	42-IN SN 72 FRPM GRAVITY SEWER LINE	\$625.00	\$4,098,750.00	\$502.00	\$3,292,116.00
1.10	40	LF	CONCRETE ENCASEMENT	\$150.00	\$6,000.00	\$234.00	\$9,360.00
1.11	2	EA	42-IN DIAMETER TEE-BASE MANHOLE (3-MITER)	\$52,500.00	\$105,000.00	\$34,613.00	\$69,226.00
1.12	3	EA	42-IN DIAMETER TEE-BASE MANHOLE (2-MITER)	\$48,900.00	\$146,700.00	\$33,306.00	\$99,918.00
1.13	1	EA	42-IN DIAMETER TEE-BASE MANHOLE (1-MITER)	\$37,450.00	\$37,450.00	\$29,353.00	\$29,353.00
1.14	3	EA	42-IN DIAMETER TEE-BASE MANHOLE (0-MITER)	\$31,900.00	\$95,700.00	\$28,214.00	\$84,642.00
1.15	2	EA	96-IN DIAMETER PRECAST CONCRETE MANHOLE	\$55,700.00	\$111,400.00	\$36,596.00	\$73,192.00
1.16	1	EA	INTERNAL DROP CONNECTION FOR 12-IN FORCE MAIN	\$3,100.00	\$3,100.00	\$5,143.00	\$5,143.00
1.17	6,558	LF	TRENCH SAFETY - 42-IN GRAVITY SEWER	\$100.00	\$655,800.00	\$1.00	\$6,558.00
1.18	1	LS	EXCAVATION SAFETY - 42-IN GRAVITY SEWER	\$700,850.00	\$700,850.00	\$1,000.00	\$1,000.00
1.19	1	LS	24-IN GRAVITY SEWER LINE AND MANHOLE TESTING	\$21,168.00	\$21,168.00	\$11,889.00	\$11,889.00
1.20	1	LS	18-IN GRAVITY SEWER LINE AND MANHOLE TESTING	\$1,368.00	\$1,368.00	\$1,642.00	\$1,642.00
1.21	1	LS	DEMOLISH HUNTERS CROSSING LIFT STATION	\$115,000.00	\$115,000.00	\$28,487.00	\$28,487.00
1.22	2,646	LF	24-IN PS 115 PVC GRAVITY SEWER LINE	\$135.00	\$357,210.00	\$375.00	\$992,250.00
1.23	76	LF	18-IN PS 115 PVC GRAVITY SEWER LINE	\$115.00	\$8,740.00	\$352.00	\$26,752.00
1.24	130	LF	36-IN STEEL ENCASEMENT BY DRY BORE	\$975.00	\$126,750.00	\$895.00	\$116,350.00
1.25	4	EA	60-IN DIAMETER PRECAST CONCRETE MANHOLE	\$19,500.00	\$78,000.00	\$15,496.00	\$61,984.00
1.26	1	EA	60-IN DIAMETER PRECAST CONCRETE DROP MANHOLE	\$23,400.00	\$23,400.00	\$21,310.00	\$21,310.00
1.27	1	EA	REMOVE AND REPLACE 60-IN DIAMETER PRECAST CONCRETE MANHOLE	\$28,500.00	\$28,500.00	\$17,197.00	\$17,197.00
1.28	1	EA	CONNECT TO EXISTING GRAVITY SEWER	\$4,150.00	\$4,150.00	\$5,000.00	\$5,000.00
1.29	1	EA	CUT AND PLUG EXISTING GRAVITY SEWER	\$700.00	\$700.00	\$3,000.00	\$3,000.00
1.30	2	EA	CUT AND PLUG EXISTING FORCE MAIN	\$750.00	\$1,500.00	\$2,000.00	\$4,000.00
1.31	2,516	LF	TRENCH SAFETY - 24-IN GRAVITY SEWER	\$50.00	\$125,800.00	\$1.00	\$2,516.00
1.32	76	LF	TRENCH SAFETY - 18-IN GRAVITY SEWER	\$40.00	\$3,040.00	\$1.00	\$76.00
1.33	1	LS	EXCAVATION SAFETY - 24-IN GRAVITY SEWER	\$75,000.00	\$75,000.00	\$700.00	\$700.00
1.34	1	LS	EXCAVATION SAFETY - 18-IN GRAVITY SEWER	\$5,000.00	\$5,000.00	\$700.00	\$700.00
1.35	1	LS	12-IN FORCE MAIN TESTING	\$14,815.00	\$14,815.00	\$3,775.00	\$3,775.00
1.36	2,963	LF	12-IN C900 PVC FORCE MAIN	\$85.00	\$251,855.00	\$113.00	\$334,819.00
1.37	320	LF	12-IN C900 PVC FORCE MAIN BY DIRECTIONAL DRILL	\$575.00	\$184,000.00	\$200.00	\$64,000.00
1.38	1	EA	COMBINATION AIR VALVE ASSEMBLY	\$9,850.00	\$9,850.00	\$7,651.00	\$7,651.00
1.39	3	EA	12-IN PLUG VALVE ASSEMBLY	\$5,500.00	\$16,500.00	\$5,085.00	\$15,255.00
1.40	1	EA	10-IN PLUG VALVE ASSEMBLY	\$4,950.00	\$4,950.00	\$4,530.00	\$4,530.00
1.41	1	EA	CONNECT TO EXISTING FORCE MAIN	\$3,950.00	\$3,950.00	\$5,000.00	\$5,000.00
1.42	2,963	LF	TRENCH SAFETY - 12-IN FORCE MAIN	\$30.00	\$88,890.00	\$1.00	\$2,963.00
1.43	1	LS	EXCAVATION SAFETY - 12-IN FORCE MAIN	\$70,000.00	\$70,000.00	\$700.00	\$700.00
1.44	5,477	SY	OPEN CUT AND REPAIR GRAVEL DRIVE	\$20.00	\$109,540.00	\$7.00	\$38,339.00
1.45	2,783	LF	BARBED WIRE FENCE REPAIR	\$15.00	\$41,745.00	\$4.00	\$11,132.00
1.46	2	EA	16-FT STEEL GATE ASSEMBLY	\$3,500.00	\$7,000.00	\$4,025.00	\$8,050.00
1.47	521	SY	TURF REINFORCEMENT MATTING	\$25.00	\$13,025.00	\$8.00	\$4,168.00
1.48	2	AC	CLEARING AND GRUBBING	\$9,500.00	\$19,000.00	\$8,050.00	\$16,100.00
1.49	34	AC	HYDROMULCH	\$7,000.00	\$238,000.00	\$2,200.00	\$74,800.00
1.50	5,380	SY	EROSION CONTROL MATTING	\$15.00	\$80,700.00	\$2.00	\$10,760.00
1.51	3,630	LF	FILTER FABRIC FENCE	\$4.00	\$14,520.00	\$2.00	\$7,260.00
1.52	740	CY	FOUNDATION MATERIAL FOR TRENCH	\$38.00	\$28,120.00	\$65.00	\$48,100.00
BID TOTAL					\$10,136,704.00 *		\$6,433,663.00
description: SCHEDULE 2.0 - DUCTILE IRON & PVC PIPELINE MATERIALS							
2.01	1	LS	MOBILIZATION, INSURANCE, AND BONDS	\$450,000.00	\$450,000.00		\$0.00
2.02	1	LS	COMPLIANCE WITH LANDOWNER SPECIAL PROVISIONS	\$125,000.00	\$125,000.00		\$0.00
2.03	1	LS	BARRICADES, SIGNS, AND TRAFFIC HANDLING	\$100,000.00	\$100,000.00		\$0.00
2.04	1	LS	CARE OF WATER DURING CONSTRUCTION	\$750,000.00	\$750,000.00		\$0.00
2.05	1	LS	STORMWATER POLLUTION PREVENTION	\$150,000.00	\$150,000.00		\$0.00
2.06	1	LS	TEMPORARY BYPASS PUMPING	\$125,000.00	\$125,000.00		\$0.00
2.07	1	AL	MISCELLANEOUS ALLOWANCE	\$250,000.00	\$250,000.00		\$0.00
2.08	1	LS	42-IN GRAVITY SEWER LINE AND MANHOLE TESTING	\$55,000.00	\$55,000.00		\$0.00
2.09	6,558	LF	42-IN DI CLASS 250 GRAVITY SEWER LINE	\$685.00	\$4,557,810.00		\$0.00
2.10	40	LF	CONCRETE ENCASEMENT	\$150.00	\$6,000.00		\$0.00
2.11	11	EA	96-IN DIAMETER PRECAST CONCRETE MANHOLE	\$48,500.00	\$533,500.00		\$0.00
2.12	1	EA	INTERNAL DROP CONNECTION FOR 12-IN FORCE MAIN	\$3,100.00	\$3,100.00		\$0.00
2.13	6,558	LF	TRENCH SAFETY - 42-IN GRAVITY SEWER	\$100.00	\$655,800.00		\$0.00
2.14	1	LS	EXCAVATION SAFETY - 42-IN GRAVITY SEWER	\$700,000.00	\$700,000.00		\$0.00
2.15	1	LS	24-IN GRAVITY SEWER LINE AND MANHOLE TESTING	\$21,168.00	\$21,168.00		\$0.00
2.16	1	LS	18-IN GRAVITY SEWER LINE AND MANHOLE TESTING	\$1,368.00	\$1,368.00		\$0.00
2.17	1	LS	DEMOLISH HUNTERS CROSSING LIFT STATION	\$115,000.00	\$115,000.00		\$0.00
2.18	2,646	LF	24-IN PS 115 PVC GRAVITY SEWER LINE	\$135.00	\$357,210.00		\$0.00
2.19	76	LF	18-IN PS 115 PVC GRAVITY SEWER LINE	\$115.00	\$8,740.00		\$0.00
2.20	130	LF	36-IN STEEL ENCASEMENT BY DRY BORE	\$975.00	\$126,750.00		\$0.00
2.21	4	EA	60-IN DIAMETER PRECAST CONCRETE MANHOLE	\$19,500.00	\$78,000.00		\$0.00
2.22	1	EA	60-IN DIAMETER PRECAST CONCRETE DROP MANHOLE	\$23,400.00	\$23,400.00		\$0.00
2.23	1	EA	REMOVE AND REPLACE 60-IN DIAMETER PRECAST CONCRETE MANHOLE	\$28,500.00	\$28,500.00		\$0.00
2.24	1	EA	CONNECT TO EXISTING GRAVITY SEWER	\$4,150.00	\$4,150.00		\$0.00
2.25	1	EA	CUT AND PLUG EXISTING GRAVITY SEWER	\$700.00	\$700.00		\$0.00
2.26	2	EA	CUT AND PLUG EXISTING FORCE MAIN	\$750.00	\$1,500.00		\$0.00
2.27	2,646	LF	TRENCH SAFETY - 24-IN GRAVITY SEWER	\$50.00	\$132,300.00		\$0.00
2.28	76	LF	TRENCH SAFETY - 18-IN GRAVITY SEWER	\$40.00	\$3,040.00		\$0.00
2.29	1	LS	EXCAVATION SAFETY - 24-IN GRAVITY SEWER	\$75,000.00	\$75,000.00		\$0.00
2.30	1	LS	EXCAVATION SAFETY - 18-IN GRAVITY SEWER	\$5,000.00	\$5,000.00		\$0.00
2.31	1	LS	12-IN FORCE MAIN TESTING	\$14,815.00	\$14,815.00		\$0.00
2.32	2,963	LF	12-IN C900 PVC FORCE MAIN	\$85.00	\$251,855.00		\$0.00
2.33	320	LF	12-IN C900 PVC FORCE MAIN BY DIRECTIONAL DRILL - RJ OR FUSIBLE PVC	\$575.00	\$184,000.00		\$0.00
2.34	1	EA	COMBINATION AIR VALVE ASSEMBLY	\$9,850.00	\$9,850.00		\$0.00
2.35	3	EA	12-IN PLUG VALVE ASSEMBLY	\$5,500.00	\$16,500.00		\$0.00
2.36	1	EA	10-IN PLUG VALVE ASSEMBLY	\$4,950.00	\$4,950.00		\$0.00
2.37	1	EA	CONNECT TO EXISTING FORCE MAIN	\$3,950.00	\$3,950.00		\$0.00
2.38	2,963	LF	TRENCH SAFETY - 12-IN FORCE MAIN	\$30.00	\$88,890.00		\$0.00
2.39	1	LS	EXCAVATION SAFETY - 12-IN FORCE MAIN	\$70,000.00	\$70,000.00		\$0.00
2.40	5,477	SY	OPEN CUT AND REPAIR GRAVEL DRIVE	\$20.00	\$109,540.00		\$0.00
2.41	2,783	LF	BARBED WIRE FENCE REPAIR	\$15.00	\$41,745.00		\$0.00
2.42	2	EA	16-FT STEEL GATE ASSEMBLY	\$3,500.00	\$7,000.00		\$0.00
2.43	521	SY	TURF REINFORCEMENT MATTING	\$25.00	\$13,025.00		\$0.00
2.44	2	AC	CLEARING AND GRUBBING	\$9,500.00	\$19,000.00		\$0.00
2.45	34	AC	HYDROMULCH	\$7,000.00	\$238,000.00		\$0.00
2.46	5,380	SY	EROSION CONTROL MATTING	\$15.00	\$80,700.00		\$0.00
2.47	3,630	LF	FILTER FABRIC FENCE	\$4.00	\$14,520.00		\$0.00
2.48	740	CY	FOUNDATION MATERIAL FOR TRENCH	\$38.00	\$28,120.00		\$0.00
BID TOTAL					\$10,639,496.00		NO BID RCVD



STAFF REPORT

MEETING DATE: January 12, 2021

AGENDA ITEM: 9G

TITLE:

Consider action to approve Resolution No. R-2021-06 of the City Council of the City of Bastrop, Texas awarding a contract with BAR Contracting, Inc. of Lancaster, Texas, in the amount of Twenty-six Million, Three hundred sixty-nine thousand dollars and zero cents (\$26,369,000.00) for the construction of the Wastewater Treatment Plant # 3, authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:

Trey Job, Assistant City Manager of Community Development

BACKGROUND/HISTORY:

On August 28, 2018, City Council approved multiple task orders with KSA Engineering for the design of Wastewater Treatment Plant #3 and all ancillary components needed to continue serving our customers with wastewater service.

The existing Wastewater Treatment plants are well past their useful life and need to be decommissioned. The construction of this two million gallon a day plant, along with phase 1 of the Westside collection system will allow the city's existing customers to have wastewater service while we slowly decommission plants 1 and 2. The remaining capacity in the newly constructed plant will allow future growth. To recover the cost of this additional capacity new impact fees were adopted in 2019 and in 2020.

The bids for Wastewater Treatment Plant #3 were received by 10:00 AM, Thursday, December 10, 2020, at City Hall and were publicly read aloud the same day and location. KSA Engineers has reviewed the bids and prepared a Bid Tabulation indicating the bid results. From KSA's review of all the required documents a reference calls, BAR Contracting, Inc. is recommended for the project.

POLICY EXPLANATION:

The City is required to maintain its infrastructure and is given authority to do so in the Local Government Code.

FUNDING SOURCE:

This project will be funded by bond issuance and fund balance from impact fees and to construct waste water treatment plant # 3 and the Westside collection system.

RECOMMENDATION:

ACM Job recommends approval of resolution No. R-2021-06 of the City Council of the City of Bastrop, Texas awarding a contract with BAR Contracting, Inc. of Lancaster, Texas, in the amount

of Twenty-six Million, Three hundred sixty-nine thousand dollars and zero cents. (\$26,369,000.00) for the construction of the Wastewater Treatment Plant # 3.

ATTACHMENTS:

- Resolution R-2021-06
- WWTP # 3 overall site plan.
- KSA Engineer's Recommendation Letter & Bid Tabulation



RESOLUTION NO. R-2021-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AWARDING A CONTRACT WITH BAR CONTRACTING, INC. OF LANCASTER, TEXAS, IN THE AMOUNT OF TWENTY-SIX MILLION THREE HUNDRED SIXTY-NINE THOUSAND DOLLARS AND ZERO CENTS. (\$26,369,000.00) FOR THE CONSTRUCTION OF THE WASTEWATER TREATMENT PLANT # 3, AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop City Council understands the importance of public safety provided by performing infrastructure improvements; and

WHEREAS, the City of Bastrop City Council understands providing maintenance on current City Infrastructure should be cost effective; and

WHEREAS, the City of Bastrop understands the importance of focusing on infrastructure improvements in the area of wastewater treatment and conveyance; and

WHEREAS, the City of Bastrop has utilized KSA Engineers. for the provision of engineering services for the design, bidding and construction of wastewater treatment plant # 3 project; and

WHEREAS, KSA Engineers has received all proposals, and found the lowest responsible bidder to be qualified.

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

Section 1. That the City Manager is hereby authorized to execute a contract with BAR contracting, Inc. of Lancaster, Texas, in the amount of Twenty-six Million Three hundred sixty-nine thousand dollars and zero cents. (\$26,369,000.00) for the construction of the Wastewater Treatment Plant # 3.

Section 2. The City Council of the City of Bastrop, Texas has found KSA Engineers, to be a subject matter expert in the field of engineering and accepts KSA's recommendation to award the contract for the construction of Wastewater Treatment Plant # 3.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 12th day of January, 2021.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



4833 Spicewood Springs Road, Suite 204
Austin, TX 78759
512.342.6868

December 17, 2020

Trey Job
Assistant City Manager
City of Bastrop
1311 Chestnut St.
Bastrop, Texas 78302

via email
tjob@cityofbastrop.org

RE: City of Bastrop WWTP No. 3
Bid Tabulation Results

Dear Mr. Job,

Bids for the above referenced project were received at 10:00 AM, Thursday, December 10, 2020, at City Hall and were publicly read aloud the same day and location. KSA Engineers has reviewed the bids and prepared a Bid Tabulation indicating the bid results. This Bid Tabulation is enclosed for your review. A total of seven (7) bids were received, and all bidders submitted the required bid security.

As shown in the bid tabulation, the low bidder is BAR Contracting of Lancaster, Texas, in the following amount:

Total Lump Sum Base Bid – WWTP No. 3.....\$26,369,000.00

Based upon our review of the information submitted by the low bidder, the list of similar project experience provided, and references contacted, BAR Contracting appears to be qualified to perform the work required.

If the City of Bastrop awards this contract, our office will issue a notice of award to the low bidder and prepare Construction Contract Documents for execution by the Contractor and the City of Bastrop. KSA looks forward to working with the City during the construction phase on this important project to ensure a quality job.

If you have any questions about the Bid Tabulation or this award recommendation, please do not hesitate to contact us.

Sincerely,
KSA

Bob F. Lane, P.E.
Principal

Enclosure: Bid Tabulation (4 pages)

cc: Curtis Hancock, Public Works Director, City of Bastrop

File: BAS.006a Correspondence

BID TABULATION CITY OF BASTROP WWTP No. 3 Bid Opening Date: Thursday, December 10, 2020 @ 10:00am				1 BAR Construction, Inc. PO Box 10 Lancaster, TX 75146		2 PLW Waterworks, LLC 1725 Hughes Landing Blvd. Ste. 1200 The Woodlands, TX 77380	
Item	Quan.	Unit	Description	Unit Price	Total Cost	Unit Price	Total Cost
discription: SECTION I - ALLOWANCES							
1.01	1		OWNER'S TESTING LABORATORY SERVICES	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00
1.02	1		BUILDING FURNITURE	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
1.03	1		BUILDING PHONES	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
1.04	1		OFFICE COMPUTERS AND PRINTERS	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
1.05	1		LAWN EQUIPMENT	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
1.06	1		SOFTWARE LICENSES	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
1.07	1		SHOP EQUIPMENT	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
1.08	1		LAB EQUIPMENT	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
1.09	1		MISCELLANEOUS MATERIALS, PRODUCTS, AND EQUIPMENT	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00
BID TOTAL:					\$235,000.00		\$235,000.00
description: SECTION II - TOTAL LUMP SUM COST							
2.01	1	LS	TOTAL LUMP SUM COST		\$26,134,000.00		\$28,415,000.00
description: SECTION III - TOTAL LUMP SUM BASE BID							
3.01	1	LS	TOTAL LUMP SUM BASE BID		\$26,369,000.00		\$28,650,000.00
description: SECTION IV - DEDUCTIVE ALTERNATES: (Bid Optional)							
4.01	1	LS	SECONDARY CLARIFIER EQUIPMENT SPECIFICATION SECTION 112260-WESTECH		\$0.00		\$0.00
4.02	1	LS	SLOPING LAUDER COVER SPECIFICATION SECTION 112270 - NEFCO		\$0.00		\$0.00
4.03	1	LS	ODOR CONTROL SYSTEM SPECIFICATION SECTION 113000 - KCH		\$0.00		\$0.00
4.04	1	LS	GRIT REMOVAL SPECIFICATION SECTION 113200 - HYDRO DYNE ENGINEERING		\$0.00		\$0.00
4.05	1	LS	PERISTALTIC METERING PUMPS SPECIFICAION SECTION 113450 - PERIFLO		\$0.00		\$0.00
4.06	1	LS	COARSE BUBBLE DIFFUSION SPECIFICATION SECTION 113730 - EDI		\$0.00		\$0.00
4.07	1	LS	AERATION SYSTEM SPECIFICATION SECTION 113750 - WESTECH		\$0.00		\$0.00
4.08	1	LS	DEWATERING SYSTEM SPECIFICATION SECTION 117020 - ANDRITZ		\$0.00		\$0.00

BID TABULATION CITY OF BASTROP WWTP No. 3 Bid Opening Date: Thursday, December 10, 2020 @ 10:00am				3 Archer Western Construction, LLC 1411 Greenway Drive Irving, TX 75038		4 MGC Contractors 223 Lucinda Dr. New Braunfels, TX 78130	
Item	Quan.	Unit	Description	Unit Price	Total Cost	Unit Price	Total Cost
discription: SECTION I - ALLOWANCES							
1.01	1		OWNER'S TESTING LABORATORY SERVICES	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00
1.02	1		BUILDING FURNITURE	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
1.03	1		BUILDING PHONES	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
1.04	1		OFFICE COMPUTERS AND PRINTERS	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
1.05	1		LAWN EQUIPMENT	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
1.06	1		SOFTWARE LICENSES	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
1.07	1		SHOP EQUIPMENT	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
1.08	1		LAB EQUIPMENT	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
1.09	1		MISCELLANEOUS MATERIALS, PRODUCTS, AND EQUIPMENT	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00
BID TOTAL:					\$235,000.00		\$235,000.00
description: SECTION II - TOTAL LUMP SUM COST							
2.01	1	LS	TOTAL LUMP SUM COST		\$28,455,000.00		\$29,900,000.00
description: SECTION III - TOTAL LUMP SUM BASE BID							
3.01	1	LS	TOTAL LUMP SUM BASE BID		\$28,690,000.00		\$30,135,000.00
description: SECTION IV - DEDUCTIVE ALTERNATES: (Bid Optional)							
4.01	1	LS	SECONDARY CLARIFIER EQUIPMENT SPECIFICATION SECTION 112260-WESTECH		\$0.00		\$0.00
4.02	1	LS	SLOPING LAUDER COVER SPECIFICATION SECTION 112270 - NEFCO		\$0.00		\$0.00
4.03	1	LS	ODOR CONTROL SYSTEM SPECIFICATION SECTION 113000 - KCH		\$0.00		\$0.00
4.04	1	LS	GRIT REMOVAL SPECIFICATION SECTION 113200 - HYDRO DYNE ENGINEERING		\$0.00		\$0.00
4.05	1	LS	PERISTALTIC METERING PUMPS SPECIFICAION SECTION 113450 - PERIFLO		\$0.00		\$0.00
4.06	1	LS	COARSE BUBBLE DIFFUSION SPECIFICATION SECTION 113730 - EDI		\$0.00		\$0.00
4.07	1	LS	AERATION SYSTEM SPECIFICATION SECTION 113750 - WESTECH		\$0.00		\$0.00
4.08	1	LS	DEWATERING SYSTEM SPECIFICATION SECTION 117020 - ANDRITZ		\$0.00		\$0.00

BID TABULATION CITY OF BASTROP WWTP No. 3 Bid Opening Date: Thursday, December 10, 2020 @ 10:00am				5 Thalle Construction Co. 10110 FM917 Alvarado, TX 76009		6 CSA Construction, Inc. 2314 McAllister Road Houston, TX 77092	
Item	Quan.	Unit	Description	Unit Price	Total Cost	Unit Price	Total Cost
discription: SECTION I - ALLOWANCES							
1.01	1		OWNER'S TESTING LABORATORY SERVICES	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00
1.02	1		BUILDING FURNITURE	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
1.03	1		BUILDING PHONES	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
1.04	1		OFFICE COMPUTERS AND PRINTERS	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
1.05	1		LAWN EQUIPMENT	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
1.06	1		SOFTWARE LICENSES	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
1.07	1		SHOP EQUIPMENT	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
1.08	1		LAB EQUIPMENT	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
1.09	1		MISCELLANEOUS MATERIALS, PRODUCTS, AND EQUIPMENT	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00
BID TOTAL:					\$235,000.00		\$235,000.00
description: SECTION II - TOTAL LUMP SUM COST							
2.01	1	LS	TOTAL LUMP SUM COST		\$31,014,000.00		\$31,100,000.00
description: SECTION III - TOTAL LUMP SUM BASE BID							
3.01	1	LS	TOTAL LUMP SUM BASE BID		\$31,249,000.00		\$31,335,000.00
description: SECTION IV - DEDUCTIVE ALTERNATES: (Bid Optional)							
4.01	1	LS	SECONDARY CLARIFIER EQUIPMENT SPECIFICATION SECTION 112260-WESTECH		\$0.00		\$0.00
4.02	1	LS	SLOPING LAUDER COVER SPECIFICATION SECTION 112270 - NEFCO		\$0.00		\$0.00
4.03	1	LS	ODOR CONTROL SYSTEM SPECIFICATION SECTION 113000 - KCH		\$0.00		\$0.00
4.04	1	LS	GRIT REMOVAL SPECIFICATION SECTION 113200 - HYDRO DYNE ENGINEERING		\$0.00		\$0.00
4.05	1	LS	PERISTALTIC METERING PUMPS SPECIFICAION SECTION 113450 - PERIFLO		\$0.00		\$0.00
4.06	1	LS	COARSE BUBBLE DIFFUSION SPECIFICATION SECTION 113730 - EDI		\$0.00		\$0.00
4.07	1	LS	AERATION SYSTEM SPECIFICATION SECTION 113750 - WESTECH		\$0.00		\$0.00
4.08	1	LS	DEWATERING SYSTEM SPECIFICATION SECTION 117020 - ANDRITZ		\$0.00		\$0.00

BID TABULATION CITY OF BASTROP WWTP No. 3 Bid Opening Date: Thursday, December 10, 2020 @ 10:00am				7 Associated Construction Partners, Ltd. 215 W Bandera Rd. Ste. 114-461 Boerne, TX 78006	
Item	Quan.	Unit	Description	Unit Price	Total Cost
discription: SECTION I - ALLOWANCES					
1.01	1		OWNER'S TESTING LABORATORY SERVICES	\$60,000.00	\$60,000.00
1.02	1		BUILDING FURNITURE	\$30,000.00	\$30,000.00
1.03	1		BUILDING PHONES	\$5,000.00	\$5,000.00
1.04	1		OFFICE COMPUTERS AND PRINTERS	\$20,000.00	\$20,000.00
1.05	1		LAWN EQUIPMENT	\$30,000.00	\$30,000.00
1.06	1		SOFTWARE LICENSES	\$10,000.00	\$10,000.00
1.07	1		SHOP EQUIPMENT	\$10,000.00	\$10,000.00
1.08	1		LAB EQUIPMENT	\$10,000.00	\$10,000.00
1.09	1		MISCELLANEOUS MATERIALS, PRODUCTS, AND EQUIPMENT	\$60,000.00	\$60,000.00
BID TOTAL:					\$235,000.00
discription: SECTION II - TOTAL LUMP SUM COST					
2.01	1	LS	TOTAL LUMP SUM COST		\$32,015,000.00
discription: SECTION III - TOTAL LUMP SUM BASE BID					
3.01	1	LS	TOTAL LUMP SUM BASE BID		\$32,250,000.00
discription: SECTION IV - DEDUCTIVE ALTERNATES: (Bid Optional)					
4.01	1	LS	SECONDARY CLARIFIER EQUIPMENT SPECIFICATION SECTION 112260-WESTECH		\$0.00
4.02	1	LS	SLOPING LAUDER COVER SPECIFICATION SECTION 112270 - NEFCO		\$0.00
4.03	1	LS	ODOR CONTROL SYSTEM SPECIFICATION SECTION 113000 - KCH		\$0.00
4.04	1	LS	GRIT REMOVAL SPECIFICATION SECTION 113200 - HYDRO DYNE ENGINEERING		\$0.00
4.05	1	LS	PERISTALTIC METERING PUMPS SPECIFICAITON SECTION 113450 - PERIFLO		\$0.00
4.06	1	LS	COARSE BUBBLE DIFFUSION SPECIFICATION SECTION 113730 - EDI		\$0.00
4.07	1	LS	AERATION SYSTEM SPECIFICATION SECTION 113750 - WESTECH		\$0.00
4.08	1	LS	DEWATERING SYSTEM SPECIFICATION SECTION 117020 - ANDRITZ		\$0.00



STAFF REPORT

MEETING DATE: January 12, 2021

AGENDA ITEM: 9H

TITLE:

Consider action to approve Resolution No. R-2021-07 of the City Council of the City of Bastrop, Texas determining a public need and necessity for a micro-mobility hub at the corner of Spring and Main Street and authorizing the city's attorney to make the necessary changes to Chapter 12 (Traffic and Vehicles) needed to provide designated parking for micro-mobility hub vehicles during the standard operational hours, providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:

Trey Job, Assistant City Manager of Community Development

BACKGROUND/HISTORY:

On November 10, 2020 the City of Bastrop City Council received a presentation from David Marsh, General Manager at CARTS. At that time Mr. Marsh wanted to simply update and inform the City Council of the new CARTS Now (Ride on Demand) program. He also took the opportunity to provide an update on multiple CARTS projects. The Bastrop specific projects included a remodel of the existing CARTS station located on Hospital Dr. and proposed future Micro - Mobility Hub that will be located at the corner of Spring and Main Street.

The Presentation was well received by City Council and the unanimity that resulted from the discussion was that the CARTS team would work with City Staff to move this project forward. City Staff has held subsequent meetings with CARTS and their consultants, the request at the last meeting was to add approximately 100 feet of 8-10 foot ADA compliant sidewalk along the southern edge of the City's parking lot located at Spring and Main Street. In addition to the sidewalk improvements a request to reserve parking for the new CARTS Now vans and Electric cabs was made too. This action will require a change of Chapter 12 of the City of Bastrop Code of Ordinances. However, before making such a change I felt it was important to bring the subject back before City Council for additional direction. If approved, resolution # R-2021- XX will authorize the City attorney to make the necessary changes to Chapter 12 (TRAFFIC AND VEHICLES) needed to provide designated parking for CARTS vehicles during the standard operational hours.

The Hours of Operation for the electric cab service and Carts Now (Ride on - Demand) is Monday through Friday 7 A.M. to 7 P.M. Parking spots will be available for the general public on weekends and between the hours of 7 P.M. – 7 A.M.

POLICY EXPLANATION:

This project meets the previous policy direction provided by City Council and meets the multi-modal focus area.

FUNDING SOURCES:

Sidewalk funds are available in the Red Light Camera Fund that has been designated for sidewalk improvements that enhance pedestrian safety. This is on Page 106 of the adopted FY20-21 budget.

RECOMMENDATION:**ATTACHMENTS:**

- Resolution No. R-2021- 07



RESOLUTION NO. R-2021-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS DETERMINING A PUBLIC NEED AND NECESSITY FOR A MICRO-MOBILITY HUB AT THE CORNER OF SPRING AND MAIN STREET AND AUTHORIZING THE CITY'S ATTORNEY TO MAKE THE NECESSARY CHANGES TO CHAPTER 12 (TRAFFIC AND VEHICLES) NEEDED TO PROVIDE DESIGNATED PARKING FOR MICRO-MOBILITY HUB VEHICLES DURING THE STANDARD OPERATIONAL HOURS.

WHEREAS, the City Council, upon consideration of the matter, has determined that there is a need to provide multiple means of transportation throughout the City of Bastrop; and

WHEREAS, in accordance with the above, the City Council hereby finds the CARTS Micro-Mobility Hub meet the intent of one of the nine focus areas (Multi-Modal Transportation); and

WHEREAS, the City Council also finds that the proposed improvement requires designated parking during the hours of operation; and

WHEREAS, all such property described and depicted on Exhibits A is within the City of Bastrop's Right of way or being owned by the City of Bastrop; and

WHEREAS, it is necessary to provide a designated drop off and pick up location between for the hours of operation for multiple Capital Area Rural Transportation System services provided at the micro-Mobility Hub.

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

SECTION 1. The City Council hereby finds and determines that it is an enhancement to City Services to provide its citizens with as many modes of transportation as possible and the CARTS Micro-Mobility Hub meets that intent.

SECTION 2. The City Manager or the City Manager's designee will execute the necessary documents needed to construct or have constructed any or all additional signage need to designate parking.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop, TX, this 12th day of January, 2021.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney