

Bastrop, TX City Council Meeting Agenda

This meeting will be live streamed on the City of Bastrop Facebook Page

(www.facebook.com/bastroptx) and broadcast on Spectrum channel 10 and AT&T uVerse channel 99. A recording of the meeting will also be available within 72 hours after the meeting on the City's YouTube channel (Bastrop TX Network) and in the Agendas & Minutes section of the City website (www.cityofbastrop.org).



May 12, 2020 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 Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed below, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and 551.086 (Economic Development).

The City Council reserves the right to reconvene, recess, or realign the Regular Session, Executive Session, or order of business at any time prior to adjournment. All matters listed below shall be eligible for both discussion and action, unless otherwise specifically noted.

PLEASE NOTE: ANYONE WISHING TO ADDRESS THE COUNCIL MUST COMPLETE A CITIZEN COMMENT FORM WITH COMMENTS AT WWW.CITYOFBASTROP.ORG/CITIZENCOMMENTFORM BEFORE 5:00 P.M. ON May 12, 2020. SUBMITTED COMMENTS WILL 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

4. OATH OF OFFICE

- 4A. Incoming Mayor Connie Schroeder
 - Swearing Oath of Office, The Honorable Chris Duggan, State District Judge, District 423
 - Signature of official documents, Ann Franklin, City Secretary
- 4B. Incoming Council Member Lyle Nelson, Place 3
 - Swearing Oath of Office, The Honorable Chris Duggan, State District Judge, District 423
 - Signature of official documents, Ann Franklin, City Secretary

5. INDIVIDUAL CONSIDERATION – PART 1 OF 2 (ELECTION PROTOCOL)

- 5A. Election of Mayor Pro Tem

DUE TO COVID-19 WE WILL NOT HAVE A RECEPTION AT THIS TIME, WE LOOK FORWARD TO CELEBRATING AT A LATER TIME.

6. PRESENTATIONS

- 6A. Mayor's Report
- 6B. Councilmembers' Report
- 6C. City Manager's Report

7. WORK SESSION/BRIEFINGS

- 7A. Update on Main Street Rehabilitation Project.
- 7B. Discussion regarding submission of application for Staffing for Adequate Fire & Emergency Response Grant (SAFER) that would provide funding for increased staffing for Fire Department.
- 7C. Discussion regarding creation of a strategic plan with Bastrop Economic Development Corporation and Visit Bastrop for City of Bastrop recovery.

8. STAFF AND BOARD REPORTS

- 8A. Receive and discuss Quarterly Report from Visit Bastrop and discuss future funding for this organization from FY2020 budget.
- 8B. Receive and discuss Quarterly Report from Bastrop YMCA.
- 8C. Receive and discuss Quarterly Report from Lost Pines Art Center.
- 8D. Receive and discuss Quarterly Report from Bastrop Opera House.
- 8E. Receive and discuss Quarterly Report from Bastrop County Museum & Visitor Center.
- 8F. Receive and discuss Quarterly Report on the Bastrop Convention & Exhibit Center.

- 8G. Discuss future funding for Bastrop YMCA, Lost Pines Art Center, Opera House and Bastrop County from FY2020 budget.

9. CITIZEN COMMENTS

Anyone wishing to address the Council, must complete a citizen comment form with comments at www.cityofbastrop.org/citizencommentform before 5:00 p.m. on May 12, 2020. 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 Staff for research and possible inclusion on a future agenda.

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 any person or threaten any person. Accordingly, profane, insulting or threatening language will not be read aloud at the meeting.

10. CONSENT AGENDA

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

- 10A. Consider action to approve City Council minutes from April 28, 2020, Regular Meeting.

11. ITEMS FOR INDIVIDUAL CONSIDERATION - PART 2 OF 2

- 11A. Consider and adopt on first and final reading Ordinance No. 2020-12 as an emergency measure ratifying temporary Emergency Orders enacted by the Mayor in her capacity as Emergency Management Director in regard to the current Local State of Disaster, for the immediate preservation of the public peace, health or safety.
- 11B. Consider action to approve Resolution No. R-2020-38 of the City Council of the City of Bastrop, Texas approving Task Order No. PW2020-01 to 304 Construction for concrete ribbon curbing construction for the North Main Project (including Maple Street from N. Main Street to Pecan Street, Magnolia Street from N. Main Street to Pecan Street, Locust Street from N. Main Street to Pecan Street, and Water Street from Maple Street to Locust Street) in the amount of one hundred forty-one thousand eight hundred seventy-five dollars (\$141,875.00) attached as EXHIBIT A; priced according to the bid proposal sheet attached as EXHIBIT B; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.
- 11C. Consider action to approve the second reading of Ordinance No. 2020-02 of the City Council of the City of Bastrop, Texas ("City") to amend Article 4.04 - Peddlers, Solicitors and Vendor and adopt Division 4 – Requirements Applicable for Mobile Food Vendors in the Bastrop, Texas Code of Ordinances; providing for findings of fact, purpose, adoption and amendment, repealer, severability, enforcement, effective date.

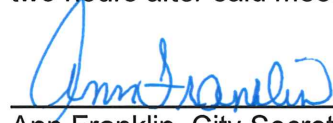
12. EXECUTIVE SESSION

- 12A. City Council shall convene into closed executive session pursuant to Section 551.072 of the Texas Government Code to deliberate the acquisition of property and easements associated with the construction of Wastewater Treatment Plant #3.

13. TAKE ANY NECESSARY OR APPROPRIATE ACTION ON MATTERS POSTED FOR CONSIDERATION IN CLOSED/EXECUTIVE SESSION

14. 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, May 7, 2020 at 1:30 p.m. and remained posted for at least two hours after said meeting was convened.



Ann Franklin, City Secretary



**CITY OF BASTROP
CITY COUNCIL**

**INSTRUCTIONS FOR
PARTICIPATION IN
ONLINE MEETING**



May 12, 2020 AT 6:30 P.M.

Due to the National, State, County, and City Declarations of Disaster related to the COVID-19 Virus and for the safety of the public, the City of Bastrop City Council meeting to be held on May 12, 2020 at 6:30 p.m. will be held online. The meeting will be live streamed on the City of Bastrop Facebook Page (www.facebook.com/bastroptx) and broadcast on Spectrum channel 10 and AT&T uVerse channel 99. A recording of the meeting will also be available within 72 hours after the meeting on the City's YouTube channel (YouTube channel name Bastrop TX Network) and in the Agendas & Minutes section of the City website www.cityofbastrop.org.

Anyone wishing to address the council at this meeting must complete a citizen comment form with comments at www.cityofbastrop.org/citizencommentform before 5:00 p.m. on May 12, 2020. Submitted comments will be read aloud at the meeting. Comments from each individual will be limited to three (3) minutes when read aloud.

In the alternative, those wishing to comment on agenda items before, during, or after the meeting are invited to send email messages to the Mayor and Council Members at council@cityofbastrop.org. Messages sent to this address will be delivered to the Mayor and individual Council Members as soon as is reasonable under the circumstances.

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 any person or threaten to harm any person. Accordingly, profane, insulting or threatening language will not be read aloud at the meeting.



STAFF REPORT

MEETING DATE: May 12, 2020

AGENDA ITEM: 4A

TITLE:

Incoming Mayor Connie Schroeder

- Swearing Oath of Office, The Honorable Chris Duggan, State District Judge, District 423
- Signature of official documents, Ann Franklin, City Secretary
- Welcome by Council
- Comments by Mayor Connie Schroeder

STAFF REPRESENTATIVE:

Robert Wood, Interim City Manager

ATTACHMENTS:

- Oath of Office



OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, **Connie Schroeder**, do solemnly swear (or affirm), that I will faithfully execute the duties of the
office of Mayor of the City of Bastrop, of the State of Texas, and will to the best of my ability
preserve, protect, and defend the Constitution and laws of the United States and of this State, so help
me God.

Affiant

SWORN TO and subscribed before me by affiant on this 12th day of May 2020.

State of Texas

County of Bastrop

Sworn to and subscribed before me this 12th day of May 2020.

(seal)

Signature of Judge Chris Duggan, State District Judge, District 423

Printed or Typed Name



STAFF REPORT

MEETING DATE: May 12, 2020

AGENDA ITEM: 4B

TITLE:

Incoming Council Member Lyle Nelson, Place 3

- Swearing Oath of Office, The Honorable Chris Duggan, State District Judge, District 423
- Signature of official documents, Ann Franklin, City Secretary
- Welcome by Council
- Comments by Council Member Lyle Nelson

STAFF REPRESENTATIVE:

Robert Wood, Interim City Manager

ATTACHMENTS:

- Oath of Office



OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, **Lyle Nelson**, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of
City Council – Place 3 of the City of Bastrop, of the State of Texas, and will to the best of my ability
preserve, protect, and defend the Constitution and laws of the United States and of this State, so help
me God.

Affiant

SWORN TO and subscribed before me by affiant on this 12th day of May 2020.

State of Texas

County of Bastrop

Sworn to and subscribed before me this 12th day of May 2020.

(seal)

Signature of Judge Chris Duggan, State District Judge, District 423

Printed or Typed Name



STAFF REPORT

MEETING DATE: May 12, 2020

AGENDA ITEM: 5A

TITLE:

Election of Mayor Pro Tem.

STAFF REPRESENTATIVE:

Robert Wood, Interim City Manager

BACKGROUND/HISTORY:

CODE OF ORDINANCES CITY OF BASTROP TEXAS, Chapter 1. GENERAL PROVISIONS, Article 1.03 MAYOR AND CITY COUNCIL, Sec. 1.03.034 - MAYOR PRO TEM:

- (a) At the first meeting of the Council after the regular annual election, or as soon thereafter as practicable, one of the Councilmembers shall be elected Mayor Pro Tem.
- (b) The Mayor Pro Tem shall hold office for one year.
- (c) The Mayor Pro Tem shall preside over all meetings of the Council during the absence of the Mayor, and when both the Mayor and Mayor Pro Tem are absent, the members present (if a quorum) may call another member to preside.

POLICY EXPLANATION:

N/A

FUNDING SOURCE:

N/A

RECOMMENDATION:

Election of Mayor Pro Tem.



STAFF REPORT

MEETING DATE: May 12, 2020

AGENDA ITEM: 6A

TITLE:

Mayor's Report

STAFF REPRESENTATIVE:

Robert Wood, Interim 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: May 12, 2020

AGENDA ITEM: 6B

TITLE:

Councilmembers' Report

STAFF REPRESENTATIVE:

Robert Wood, Interim 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: May 12, 2020

AGENDA ITEM: 6C

TITLE:

City Manager's Report

STAFF REPRESENTATIVE:

Robert Wood, Interim 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: May 12, 2020

AGENDA ITEM: 7A

TITLE:

Update on Main Street Rehabilitation Project.

STAFF REPRESENTATIVE:

Trey Job, Assistant City Manager

Tony Bounodono, City Engineer





STAFF REPORT

MEETING DATE: May 12, 2020

AGENDA ITEM: 7B

TITLE:

Discussion regarding submission of application for Staffing for Adequate Fire & Emergency Response Grant (SAFER) that would provide funding for increased staffing for Fire Department.

STAFF REPRESENTATIVE:

Andres Rosales, Fire Chief

BACKGROUND/HISTORY:

The Staffing for Adequate Fire and Emergency Response Grants (SAFER) was created to provide funding directly to fire departments and volunteer firefighter interest organizations to help them increase or maintain the number of trained, "front line" firefighters available in their communities. The goal of SAFER grant is to enhance the local fire departments' abilities to comply with staffing, response and operational standards established by the NFPA (NFPA 1710 and/or NFPA 1720).

The SAFER grant is a cost match program over 3 years, meaning participating jurisdictions are required to provide 25 percent in year 1, 25 percent in year 2, and 65 percent in year 3. Then in year 4 the entire cost of the program must be covered by the City. The requested funds can only be used to hire new, additional firefighters or changing the status of part-time firefighters to full-time firefighters and shall not be used to replace or take the place of funds. Only full-time positions are eligible for funding. Cost for salaries, benefits, and overtime that fire departments routinely pay as part of the firefighter's regularly scheduled and contracted shift hours with the Fair Labor Standards Act (FLSA) are eligible. Just to clarify, the SAFER grant funds must be used to increase the amount of funds that would, in the absence of federal funds received under this grant, be made available from local resources.

POLICY EXPLANATION:

N/A

FUNDING SOURCE:

The funds from this grant will be projected in the FY2021 budget. The required matching funds for the SAFER grant will be part of the FY 2021 budget if approved.

RECOMMENDATION:

Discussion regarding submission of application for Staffing for Adequate Fire & Emergency Response Grant (SAFER) that would provide funding for increased staffing for Fire Department.

ATTACHMENTS:

None



STAFF REPORT

MEETING DATE: May 12, 2020

AGENDA ITEM: 7C

TITLE: Discussion regarding creation of a strategic plan with Bastrop Economic Development Corporation and Visit Bastrop for City of Bastrop recovery.

STAFF REPRESENTATIVE:

Susan Smith, President and CEO of Visit Bastrop
Rebecca Gleason, Main Street Manager

BACKGROUND/HISTORY:



The City of Bastrop, Bastrop Economic Development Corporation, and Visit Bastrop would like to combine efforts to form a Recovery Fund, “Bastrop Strong”, to respond to the impacts of disasters within our community. This Fund will be a vehicle for donor partners to pool resources to collectively support the recovery of organizations within the City of Bastrop limits. Community coalitions are proven cornerstones of the Bastrop community, especially in times of need and disaster.

The fund will specifically help fund organizations who need additional resources to support people in our community when a disaster, natural or man-made, occurs. Through strong relationships

with businesses, organizations, and community leaders in the City of Bastrop and due to the generosity of donors in the community, the Community Coalition is able to quickly make grantmaking decisions and infuse resources into local organizations so that they can effectively meet the needs and opportunities after a disaster, and effectively aid in long-term recovery efforts.

The Bastrop Strong coalition will administer grants from the Bastrop Strong Fund in accordance with all applicable City and State laws making it possible to move resources quickly and to adapt to the evolving needs of each declared emergency.

Mission Statement: Bastrop Strong is a community coalition that provides recovery resources for organizations impacted by disasters within the City of Bastrop.

ATTACHMENT:

- None





STAFF REPORT

MEETING DATE: May 12, 2020

AGENDA ITEM: 8A

TITLE:

Receive Quarterly Report from Visit Bastrop and discuss future funding for this organization from FY2020 budget.

STAFF REPRESENTATIVE:

Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

The contract with Visit Bastrop was effective October 1, 2017. This contract specifies the details on how the funding amount to Visit Bastrop is calculated each year and the payment frequencies. The funding amount is 50% of projected HOT revenue less the Convention Center debt. The contract also states upon conclusion of each fiscal year the annual amount appropriated in support of the Visit Bastrop will be compared to the targeted percentage of actual HOT revenue and see if there is a surplus or deficit (true-up).

Considering COVID-19, staff has started a preliminary assessment of the shortfall that will be experienced in the Hotel Occupancy Tax revenue. This will directly impact those organizations funded by this revenue source. These preliminary projections show that the amounts already paid out to Visit Bastrop for the first three quarters exceed what we would owe them during the true up at the end of FY2020. Staff has also reviewed the HOT Fund to evaluate the available fund balance. This fund will maintain its fund balance policy of one year of expenses reserved, if the estimated projects of revenue and the reduction in expenses to Visit Bastrop are considered.

There are several options moving forward:

- Staff can bring back a budget amendment to Council that lowers the budgeted revenue and the budgeted expenses, recognizing the anticipated shortfall. This would change the appropriations approved for Visit Bastrop. In this scenario, the last quarter payment would not be processed to Visit Bastrop.
- Staff can process the last quarter payment owed to Visit Bastrop, and true-up the surplus or deficit at the end of FY2020 when we have received all Hotel Occupancy Tax revenue for the fiscal year. In this scenario, Visit Bastrop would owe back to the City.
- The Council can take all this information and discuss how the fund balance reserve can fit into either of these options.

POLICY EXPLANATION:

The funding amount to Visit Bastrop was approved as part of the FY2020 budget and was based on the projected Hotel Occupancy Tax revenue in the budget.

FUNDING SOURCE:

N/A

ATTACHMENTS:

Quarterly Report

A scenic view of a river at sunset. A person with long blonde hair is kayaking in a yellow kayak on the water. The sun is low on the horizon, creating a warm glow and reflecting on the water. Lush green trees line the banks of the river.

VISIT BASTROP

EST.
1832

Texas

Q2 FY20: January, February & March 2020

Sales, Public Relations, Digital & Account Management Reporting

EXECUTIVE HIGHLIGHTS – Q2

JANUARY

- Music Friendly Designation Informational Meeting
- American Bus Association Trade Show – Omaha, NE
- Sportsman's Banquet
- Certified Destination Management Executive Training - Susan
- BEST Training – Carrie
- TACVB Presentation - Boerne

FEBRUARY

- Chamber of Commerce Annual Banquet
- Partner Breakfast
- YMCA Ribbon Cutting
- Austin Chamber of Commerce Small Family Business Awards
- Main Street Groundbreaking

ONGOING

Visitors Guide

Tourism Newsletter

Meeting Planner Newsletter

MARCH

- Unity Dinner, San Antonio
- Touring with movie scouts
- Historical Commission Meeting
- COVID 19 Webinars

STATUS – Quarter 2	QUANTITY	ROOM NIGHTS	ESTIMATED ATTENDEES	ECONOMIC IMPACT
LEADS	10	2,039	4,390	\$1,214,050
DEFINITES	19	4270	7,500	\$2,203,561
LEAD SERVICE REQUEST	6	N/A	1,060	N/A
DEFINITE SERVICE REQUEST	5	N/A	1,740	N/A
LOST LEADS	8	2,805	2,390	\$1,747,867
LOST SERVICE REQUESTS	1	N/A	1,000	N/A
UNABLE TO BID	1	300	N/A	N/A
LEAD ASSIST - HYATT	4	605	615	\$1,027,961
DEFINITE ASSIST - HYATT	1	900	900	\$658,693
LEAD SERVICE REQUEST - HYATT	0			
DEFINITE SERVICE REQUEST - HYATT	0			
LOST LEADS ASSIST – HYATT	0			
COVID 19 – LOST LEAD	1	200	75	\$74,290

SALES HIGHLIGHTS – YTD

Definite booked business

- \$3,418,751 – Economic Impact
- \$511,972 - Federal, State and Local tax contribution
- 6,250 Attendees
- 10,526 Room Nights

Leads pending/presented to our member partners

- \$5,124,676 – Economic Impact
- \$784,297 Federal, State and Local tax contribution
- 9,956 Room Nights
- 5,427 Potential Attendees

REACT. RETHINK. RECOVER.

- Working with our community partners to provide current information on store hours, online ordering, curbside dining and important COVID 19 updates on our website and social media channels.
- Sharing information with industry partners.
- Sending out dedicated email updates and newsletters.
- Sales has worked diligently to reschedule meetings and events and secure future meetings.
- We are following booking behavior regarding travel-related consumer behavior and strategize how to adapt to changing trends.
- Tracking consumer road trips outside of a 50-mile radius.
- Tracking the Impact of Coronavirus on Travel Intentions: regarding planning, booking and cancellations, as well as intention to travel over the next six months.
- Music Friendly Destination
- Destinations International Accreditation

REACT. RETHINK. RECOVER.

Anticipating a Return to Travel

Fewer than 3% have ruled out traveling in 2020, while 74% still view it as a likelihood.

- 89% plan to travel within 6 months or less once it is deemed safe.
- 17% will travel immediately
- 26% within 30 days
- 9% within 6 to 12 months
- 2% greater than 12 months

Future Travel Behavior

- Noteworthy is that even most travelers who consider themselves at elevated risk from COVID-19 infection expect to travel as much as they used to (54%) or more than they used to (13%).
- 71% imagine traveling just as much, or more, than they did pre-pandemic.
- 71% of travelers are looking beyond their home state/province for their next trip. Nearly half (49%) plan to travel by air, while 40% plan to drive.

REACT. RETHINK. RECOVER.

Wanderlust in Lockdown

- In addition to the adventure, culinary, cultural, and wellness aspects of travel, travelers express strong feelings in the open-ended prompts about simply missing people, making new connections, and having new experiences.
- **Outdoor adventure** holds the strongest appeal for visitors imagining their return to leisure travel, followed by culture & **history** activities and food & drink.

Travelers Sentiments

- Though we can't travel yet, we can still dream, reminisce about amazing times on the road, and plot our next adventures—whenever and wherever they may be.

WEBSITE SUMMARY – Q2

Overall Traffic Summary | 6 Months & YTD

Mar 1, 2020 - Mar 31, 2020

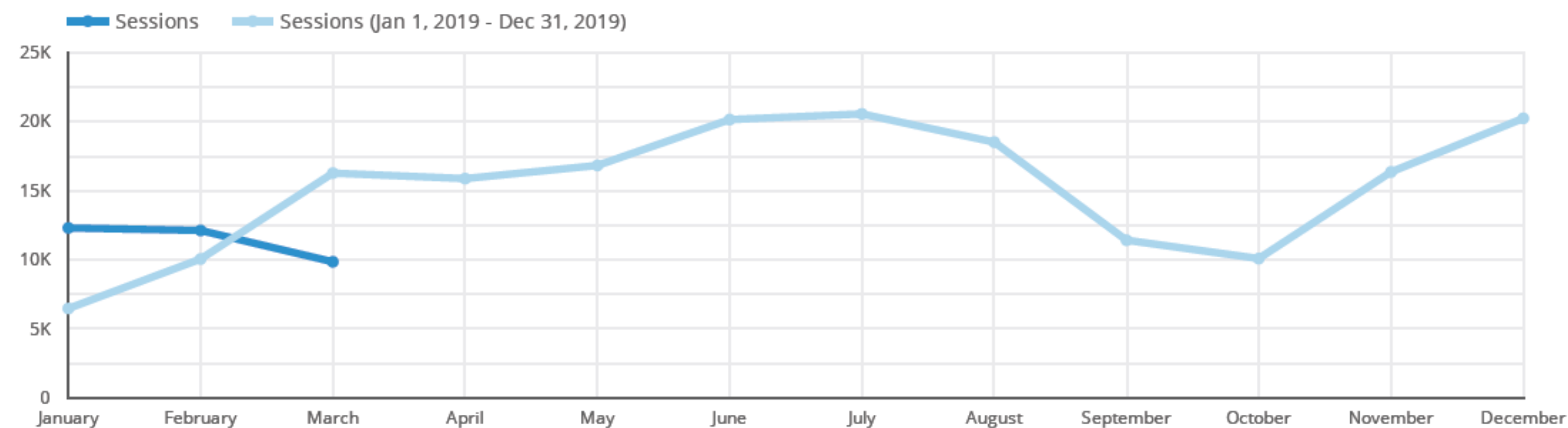
How is my total traffic performing over time?

by Sessions, Users, Bounce Rate, Pageviews, Pages per Sessions, and Avg. Session Duration

Month	Sessions	% Δ	Users	Bounce Rate	Pageviews	Pages / Session	Avg. Session Duration
March	9,855	-39.4% ↓	7,800	50.25%	21,539	2.19	00:01:50
February	12,121	20.5% ↑	9,839	45.59%	29,113	2.4	00:01:56
January	12,305	89.9% ↑	9,930	45.76%	29,019	2.36	00:02:02
December	20,225	105.8% ↑	15,626	44.38%	43,798	2.17	00:01:46
November	16,350	74.1% ↑	13,202	47.91%	33,972	2.08	00:02:00
October	10,091	13.4% ↑	8,175	47.29%	23,779	2.36	00:02:09

How are users from all sources trending over time?

by Sessions Year over Year



Analysis: In March, VisitBastrop.com saw a 40% decrease in overall sessions compared to last year. This was in line with what DMOs, as an industry, experienced in response to the coronavirus pandemic. With the exception of Social (+486), all channels of traffic saw decreases in sessions including Organic (-10%), Paid (-67%), Referral (-25%), and Display (-74%).

Comparing Industry numbers through April 1, 2020

YTD % Difference All Traffic:

- Industry = -0.56%
- VisitBastrop.com = +3.24%

3/11 to Date % Difference All Traffic:

- Industry = -52.56%
- VisitBastrop.com = -55.62%

Organic YTD % Difference All Traffic:

- Industry = -11.53%
- VisitBastrop.com = +9.21%

Organic 2/26 to Date % Difference All Traffic:

- Industry = -37.09%
- VisitBastrop.com = -4.95%

WEBSITE SUMMARY – Q2

COVID-19 Update: to support the local business community – we have deployed core updates to our Customer Relation Management (CRM) system to filter listings on the website to display which businesses are open, and how they are operating. These filters were applied to the dining, shopping and accommodations page.

FILTER BY:

REGIONS

☐ Downtown(22)

CATEGORIES

☐ Wine/Beer/Spirits(19)

☐ American(17)

☐ Mexican(8)

☐ Bakery(5)

☐ Barbeque(5)

SHOW MORE

NARROW YOUR SEARCH

☐ Curbside/Takeout(41)

☐ Open For Business(41)

☐ Online Shop/Order(19)

☐ Delivery Available(15)

☐ By Appointment Only(3)

☐ Temporarily Closed(2)

SHOW LESS

CLEAR FILTERS

ANITA'S CAFE

📍 1004 Main Street

Anita's Café has been serving Bastrop great Mexican food and homemade tortillas since 1998. Breakfast favorites include migas,...

DETAILS



602 BREWING COMPANY

📍 919 Main Street

Immerse yourself in southern cuisine with a Cajun flair at the 602 on Main, a celebration of southern food, culture and ambiance....

DETAILS



BACK 9 BAR

📍 852 Texas Highway 71

Back 9 Bar is positioned along the Highway 71 corridor in a comfortable, fun location where you can go to let off a little steam. Hit...



MEDIA ALERT

NEARLY 1,500 HORROR FILM FANS
TO GATHER AT BASTROP'S "CULT
CLASSIC CONVENTION" FEB. 14-16

Distributed 2/11 to Texas media outlets
including newspapers, magazines, radio
and TV stations, as well as freelance
contributors of national outlets



SECURED COVERAGE

FOX 7 Austin
Cult Classic Convention
2/14

- <https://www.fox7austin.com/video/655005>
- Live Broadcast

Est. Broadcast Reach: 21K
Est. Online Monthly Visits: 594K
Est. Online Coverage Views: 2.09K
Est. Advertising Value: \$1,769

*Industries Represented: special events,
restaurants, entertainment*

Initially pitched 2/11



PRESS RELEASE

WHAT'S NEW IN BASTROP, TEXAS THIS WINTER

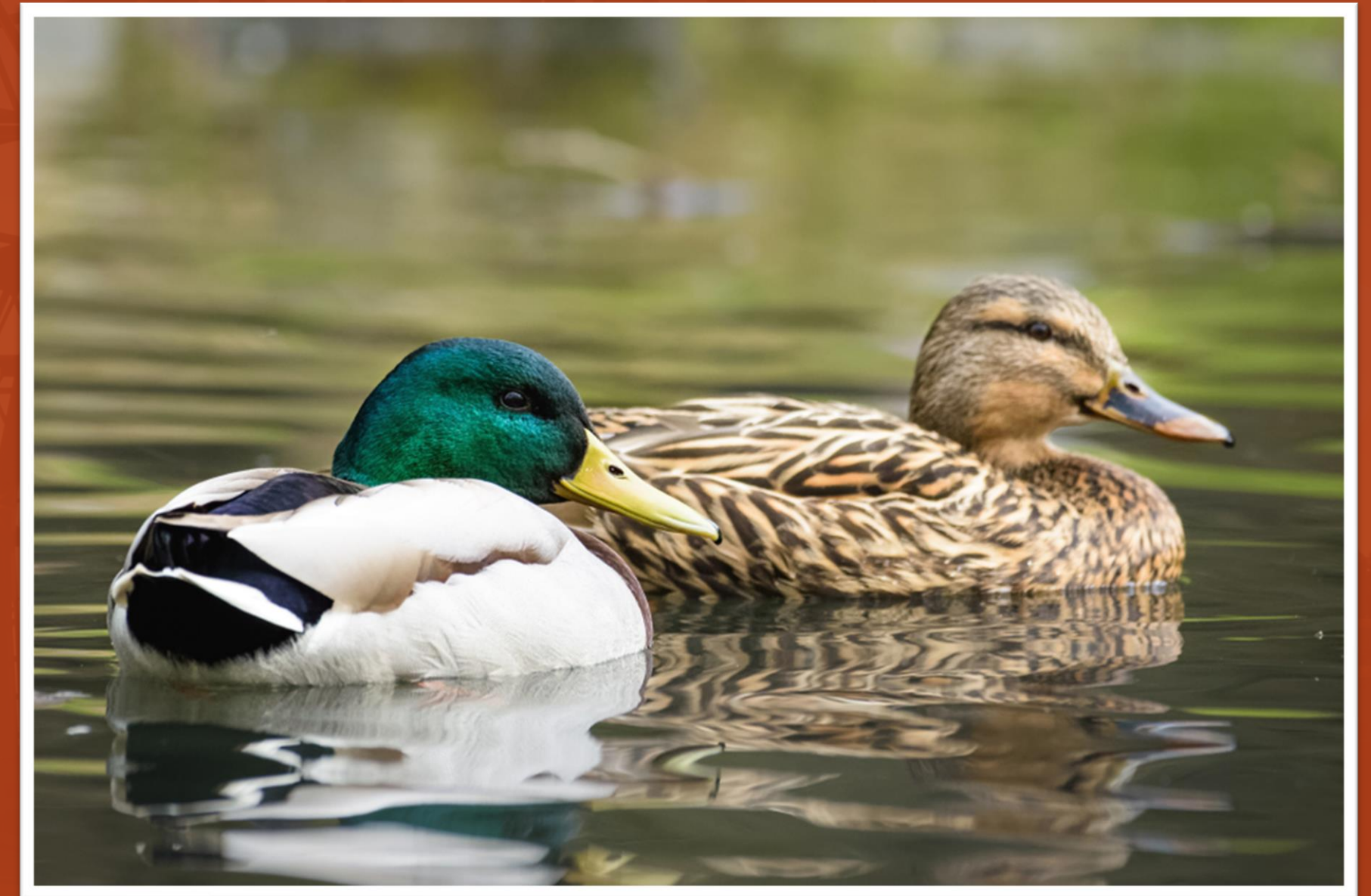
Distributed 1/29 to Texas media outlets including newspapers, magazines, radio and TV stations, as well as freelance contributors to national outlets



PRESS RELEASE

CITY OF BASTROP CERTIFIED AS “BIRD CITY TEXAS” COMMUNITY BY TEXAS PARKS AND WILDLIFE

Distributed 2/13 to Texas media outlets including newspapers, magazines, radio and TV stations, as well as freelance contributors of national outlets



SECURED COVERAGE

Spectrum News Austin & San Antonio
Bastrop Receives “Bird City”
Designation from State
3/12, 3/13, 3/14

- Live Broadcast, 37 hits
- <https://spectrumlocalnews.com/tx/austin/news/2020/03/13/bastrop-receives--bird-city--designation-from-state->

Est. Broadcast Reach: 73.7K
Est. Online Monthly Visits: 950K
Est. Online Coverage Views: 3.21K
Est. Advertising Value: \$9.3K

Industries Represented: outdoor/recreation

Initially pitched 2/13



PRESS RELEASE

VISIT BASTROP EXPANDS LEADERSHIP TEAM FUELING GROWTH OF DESTINATION

Distributed 2/24 to Texas media outlets
including newspapers, magazines, as well
as regional and national meetings outlets



SECURED COVERAGE

Cheapism

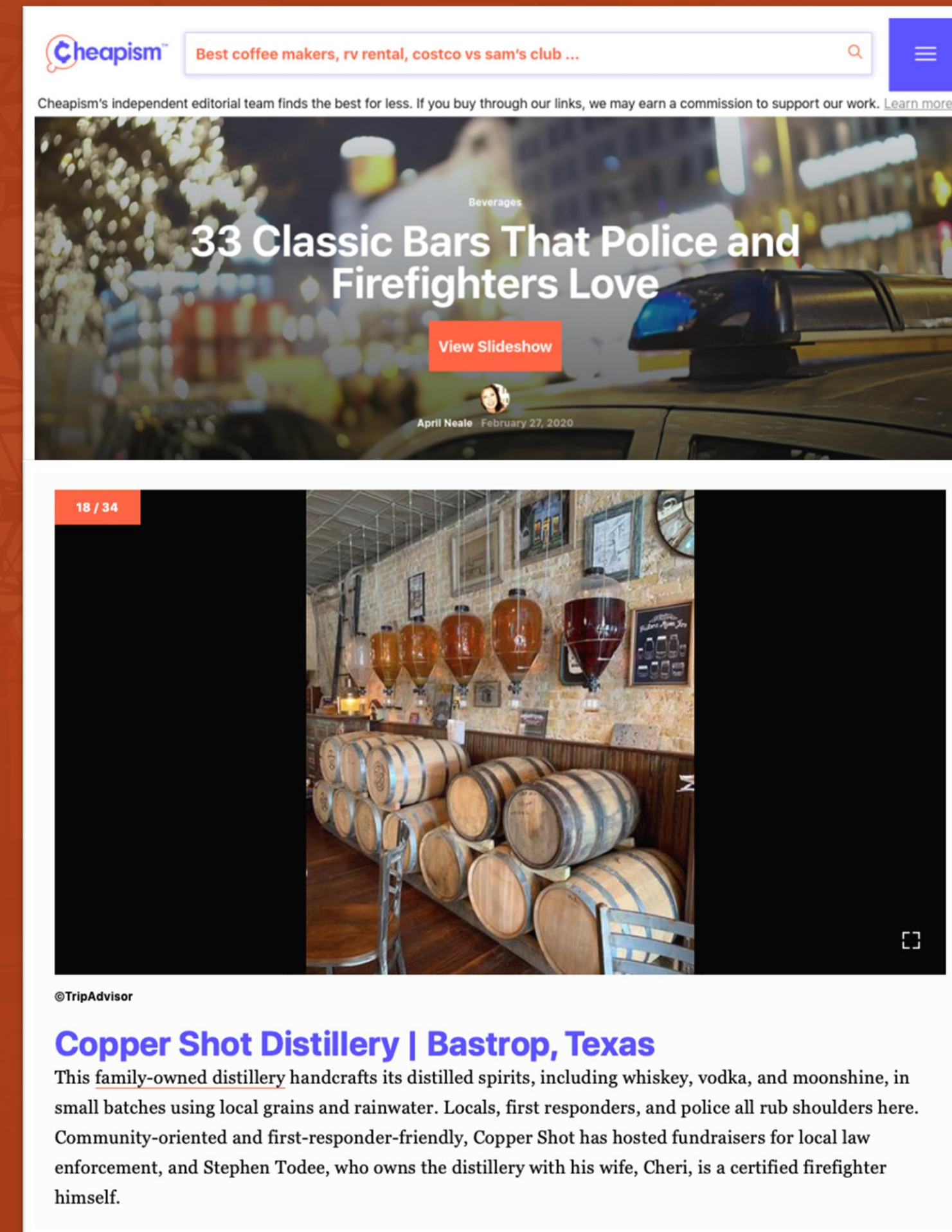
33 Classic Bars That Police and Firefighters Love
2/27

- <https://blog.cheapism.com/cop-and-firefighter-bars/#slide=17>

Est. Online Monthly Visits: 886K
Est. Online Coverage Views: 4.48K
Est. Advertising Value: \$54

Industries Represented: special events, restaurants, entertainment

Initially pitched 2/11



The screenshot shows the Cheapism website interface. At the top, there's a search bar with the text "Best coffee makers, rv rental, costco vs sam's club ...". Below the search bar, a navigation bar indicates "Cheapism's independent editorial team finds the best for less. If you buy through our links, we may earn a commission to support our work. [Learn more](#)". The main content area features a large hero image of a police car at night with the title "33 Classic Bars That Police and Firefighters Love" and a "View Slideshow" button. Below the hero image, there's a photo of a distillery interior with wooden barrels and beer taps. The caption for this photo reads: "Copper Shot Distillery | Bastrop, Texas". The text below the photo describes the distillery as a family-owned business that crafts spirits like whiskey, vodka, and moonshine using local grains and rainwater. It mentions that the distillery is community-oriented and first-responder-friendly, and that the owner, Stephen Todde, is a certified firefighter himself.

Copper Shot Distillery | Bastrop, Texas

This [family-owned distillery](#) handcrafts its distilled spirits, including whiskey, vodka, and moonshine, in small batches using local grains and rainwater. Locals, first responders, and police all rub shoulders here. Community-oriented and first-responder-friendly, Copper Shot has hosted fundraisers for local law enforcement, and Stephen Todde, who owns the distillery with his wife, Cheri, is a certified firefighter himself.

FLAGGED COVERAGE

Curbed Austin

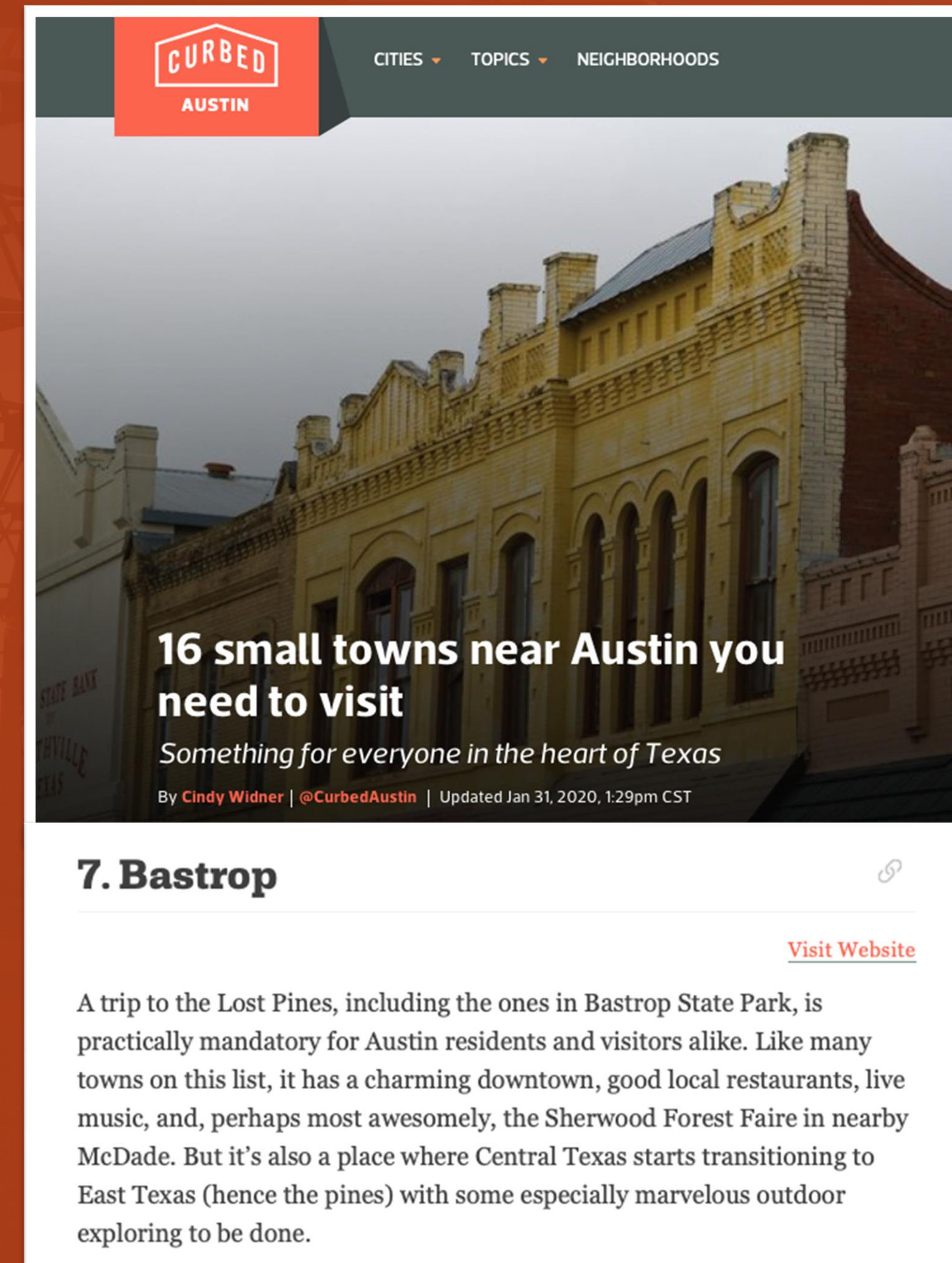
16 Small Towns Near Austin You Need to Visit
1/31

- <https://austin.curbed.com/maps/best-small-towns-places-to-go-near-austin>

Est. Online Monthly Visits: 51.3K
Est. Online Coverage Views: 93.3K
Est. Advertising Value: \$N/A

Industries Represented: outdoor, restaurants, night life/entertainment

Augustine did not receive confirmation this piece was generated solely by proactive pitching efforts.



PROACTIVE OUTREACH*

- AFAR – Most Welcoming Destinations in the World
Industries Represented: history, restaurants, entertainment, arts
- Orbitz Travel Blog - 50 Romantic Date Ideas Across Each U.S. State
Industries Represented: restaurants, entertainment, lodging
- Reader's Digest – The Best American Cities for Live Music
Industries Represented: entertainment, restaurants
- KOA – Most Romantic Outdoor Destinations in the U.S.
Industries Represented: outdoor, lodging
- TripSavvy – Top Destinations for Group Travel in 2020
Industries Represented: lodging, venues, arts, entertainment
- AAA Northeast – Best Glamping Places in the U.S.
Industries Represented: outdoor, lodging
- Southwest Magazine – Summer Travel Guide
Industries Represented: outdoor, arts, entertainment, history
- Wide Open Country – 7 Oldest Towns in Texas
Industries Represented: history, arts, entertainment
- USA Today – Upscale RV Resorts and Campgrounds
Industries Represented: outdoor, lodging



**Quarterly Examples*

BLOG

January blog performance:

1/28 – Why Vacationing in Bastrop Is a Must

- Pageviews: 159
- Avg. Time Spent: 02:18

1/31 – Stay Active and Keep Your New Year's Resolutions in Bastrop

- Pageviews: 25
- Avg. Time Spent: 6:11

* Performance analytics are based on posts being live on visitbastrop.com for 1 month.

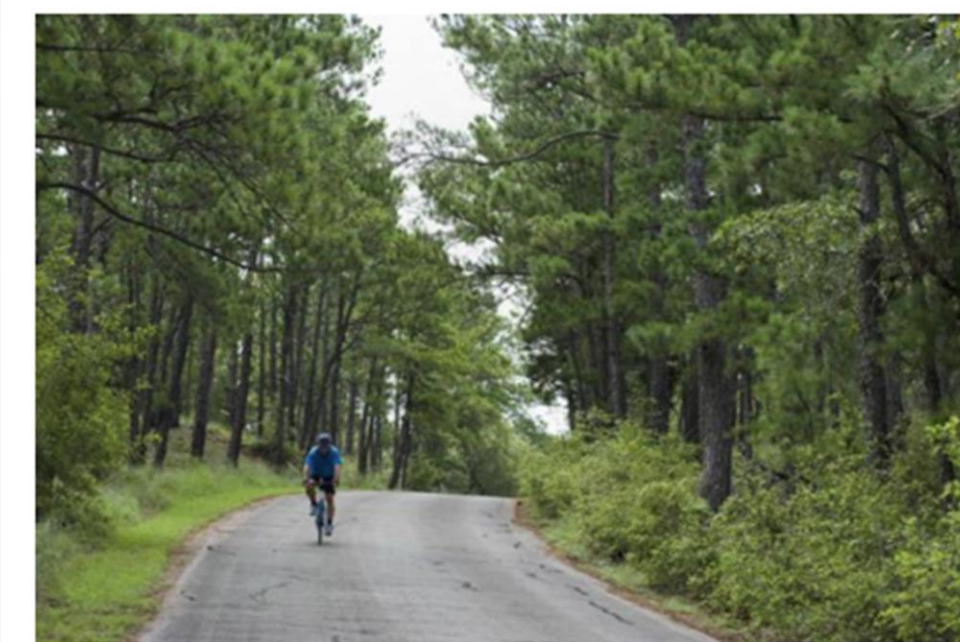


WHY VACATIONING IN BASTROP IS A MUST

Jan. 28, 2020

If you haven't thought about your next vacation yet, you're not alone. According to CNN Travel, 768 million U.S. vacation days went to waste last year. National Plan For Vacation Day on Jan. 28 is your reminder to plan that trip to Bastrop! From charming downtown streets to epic outdoor adventures...

[Continue Reading →](#)



STAY ACTIVE AND KEEP YOUR NEW YEAR'S RESOLUTIONS IN BASTROP

Jan. 31, 2020

Do you have a long list of wellness resolutions? Good news - staying on track can be easy, even when you're traveling! Just head to Bastrop for an epic outdoor adventure. Thanks to our perfect location on the banks of the Colorado River and thousands of park acres, you can easily stay active while...

[Continue Reading →](#)

BLOG

February blog performance:

2/18 – New Bastrop Happenings to Put on Your Radar This Spring

- Pageviews: 25
- Avg. Time Spent: 02:05

2/25 – The Ultimate Guide to Birdwatching in Bastrop

- Pageviews: 203
- Avg. Time Spent: 03:11

* Performance analytics are based on posts being live on visitbastrop.com for 1 month.



NEW BASTROP HAPPENINGS TO PUT ON YOUR RADAR THIS SPRING

Feb. 18, 2020

When in Bastrop, you're Welcome To It All! This spring, our charming Texas town is ready to offer you even more. Discover what's new in Bastrop - including unique eco-lodging, craft breweries, arts, shopping and more. Go Glamping! Bastrop offers an abundance of outdoor adventures thanks to its...

[Continue Reading →](#)



THE ULTIMATE GUIDE TO BIRDWATCHING IN BASTROP

Feb. 25, 2020

In Bastrop, even the birds feel Welcomed To It All! Bastrop is officially Bird City Texas certified by Texas Parks and Wildlife. The certificate recognizes the community as leaders in bird conservation and officially makes Bastrop a perfect destination for birdwatching. Bastrop is located along a...

[Continue Reading →](#)

AMY MAPLES

Website: nachoavgblondies.com

Content Type: Travel, Fashion, Food

Total Social Media Reach: 123K followers

- Instagram: 122.7K
- Facebook: 335

Est. Monthly Blog Visits: N/A

Dates Visited Bastrop: Feb. 28 – Mar. 1

Lodging: The Reserve at Greenleaf



AMY MAPLES

Featured Attractions: Bastrop State Park, McKinney Roughs, Zip Lost Pines, Woldancer Golf Course

Featured Food & Drinks: Piney Creek Chophouse, Neighbor's Kitchen and Yard, Maxine's Café and Bakery, Ma'Coco, Billy's, Fittie's, Southside BBQ, Copper Shot Distillery, 602 Brewing Company, Bastrop Beer Company, Colorado River Winery

Blog Post:
<https://www.nachoavgblondies.com/blog/2020/3/9/deep-in-the-heart-of-bastrop>

Est. Blog Views: N/A



brittfusilier I can't wait to visit this city 🥰



marieabigaella Amazing place To be, enjoy



oceangirlofficial What a beautiful place! Enjoy ❤️



nachoavgblondies • Following Bastrop, Texas



nachoavgblondies ** New Blog Post 🌟 ** What very well could be our last trip for a little while, @visitbastroptx was a perfect little weekend getaway filled with family, friends, and plenty of libations. Weekends are not going to be the same for the foreseeable future but on the bright side, it does give us more time to play a little catch up. Please check out the link in our bio for all the details of our fun times in #bastroptexas . #NachoAvgBlondies #NachoAvgSmallTown #TravelWithTheBlondies #IBelieveInVacation #visitbastroptx #bastrop #texas #blogger #texas #travelblogger #austinblogger #counthlgnare #smalltown



Liked by visitbastroptx and 5,349 others

MARCH 15

Add a comment...

Post



nachoavgblondies • Following Bastrop, Texas



nachoavgblondies #sponsored We absolutely LOVE the #glamping trend that has taken the world by storm. It is exciting to see the creativity and design that is put into these projects. Thanks to @visitbastroptx , we are spending the weekend in one of these local little gems, @thereserveatgl 🥰 Located just a few minutes from the historic downtown area, this family owned #yurt retreat has all the luxuries of a high end hotel but also feels like we are getting our nomad fix. The property is also complete with a huge community hot tub, fire pit for those late night s'more cravings, and multiple hiking trails that lead into Bastrop's famous parks. Also, playing around with some new



Liked by visitbastroptx and 5,163 others

MARCH 7

Add a comment...

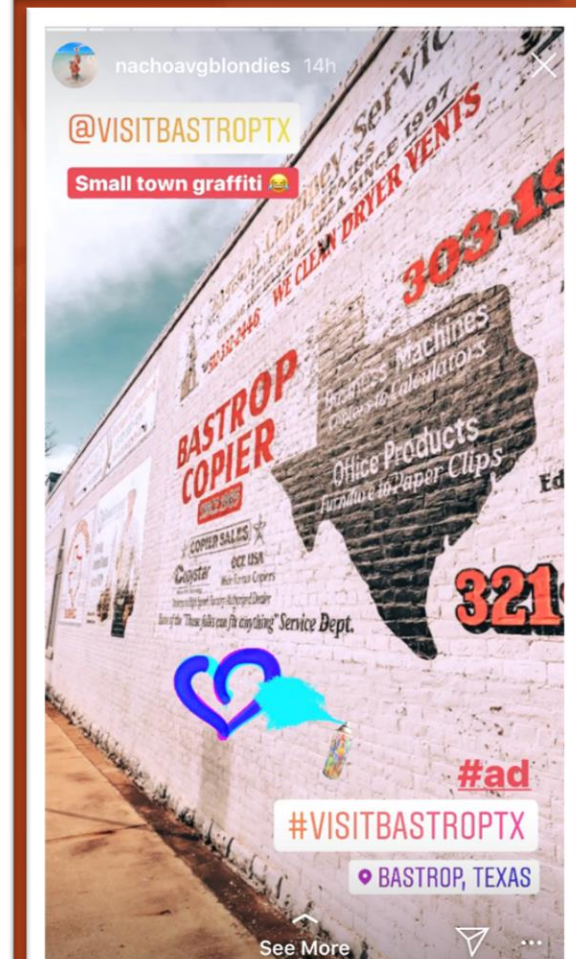
Post



nachoavgblondies 14h

@VISITBASTROPTX

Small town graffiti 🎨



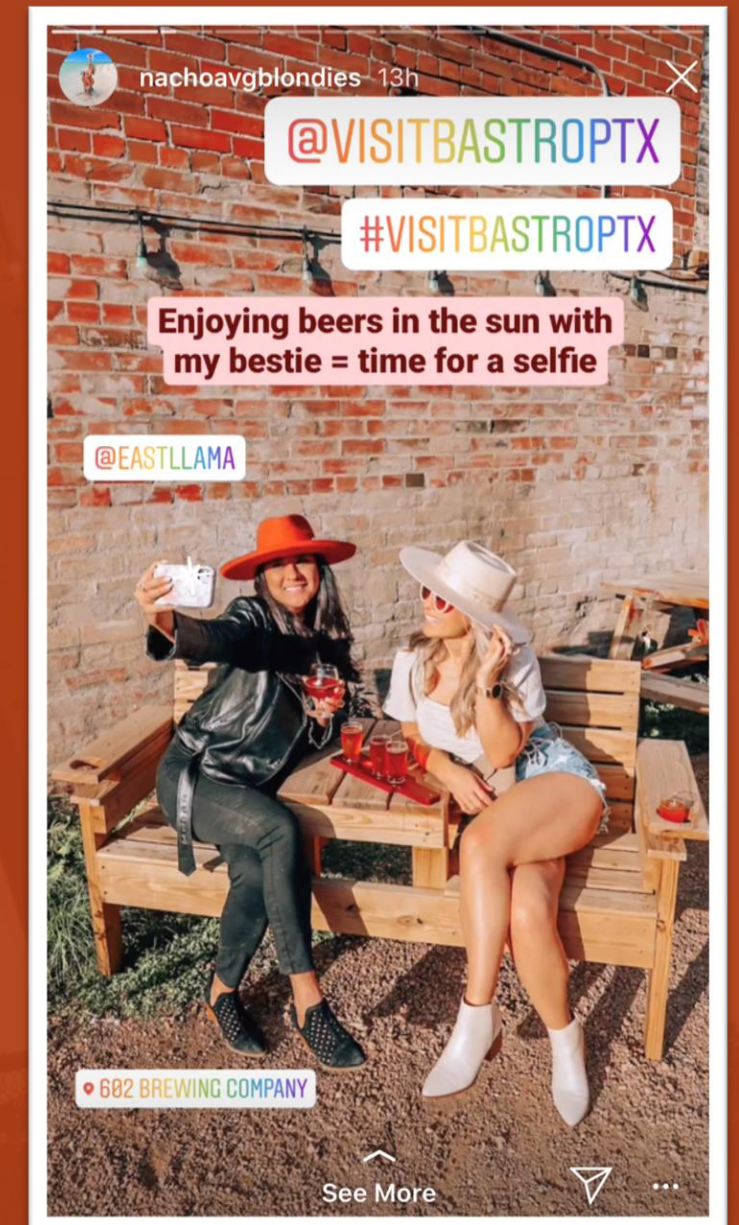
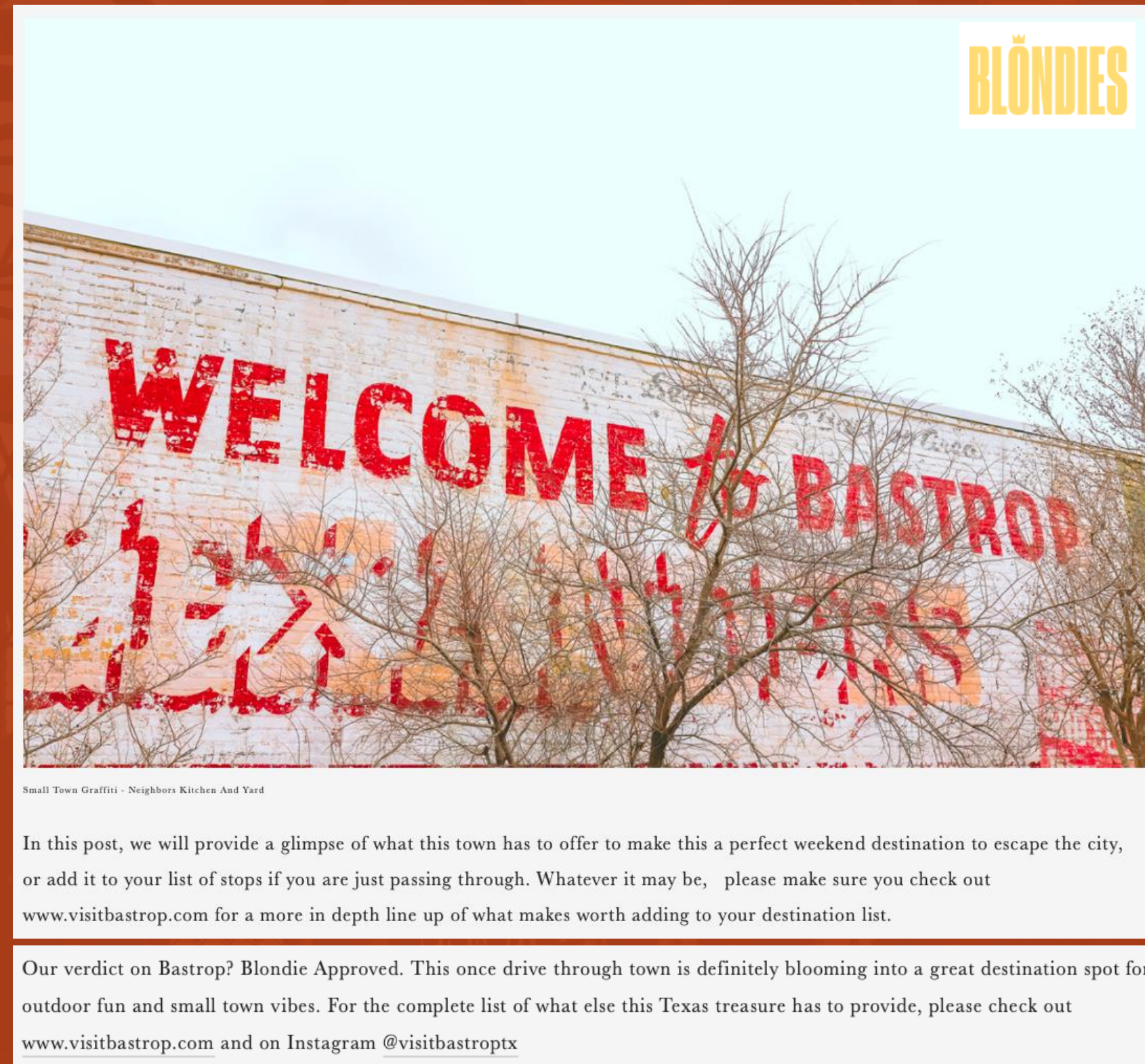
AMY MAPLES

Total Social Media Posts: 33

- 25 Instagram Stories
- 5 Instagram feed posts
- 3 Facebook feed posts

Total Est. Social Impressions: 30.9K+
Impressions are the number of times content is displayed

Total Social Engagements: 27.6K+
Interactions an influencer's audience has with a post (e.g. likes, comments, shares)



CRISIS COMMUNICATIONS

COVID-19 RESPONSE

- Visit Bastrop closely monitored COVID-19 developments and impacts on the travel industry to determine steps needed to address the situation while being proactive and nimble.
- Visit Bastrop continued to provide updated travel information for our website as developments occurred in Bastrop and at the state/national level.
- Shift of PR efforts to how Bastrop can be the forefront in the mind of travelers from their homes. We focused on highlighting virtual experiences and local support within the destination.

SALES & OUTREACH

Mid March – April 1

- Reached out to 60 new prospects – soft touch
- Virtual meetings with 30 Meeting Planners within Association & Corporate Markets
- Successfully rescheduled five meetings – 4 within the same fiscal year and 1 into our next fiscal year.

BLOG

Developed two blog posts in March to correlate with COVID-19 recommendations:

3/27 – Simple Things You Can Do Now to Support the Bastrop Community

3/30 – It's Time for a Beautiful Distraction! Dream of a Bastrop Vacation with These Sweet Pics



SIMPLE THINGS YOU CAN DO NOW TO SUPPORT THE BASTROP COMMUNITY

Mar. 27, 2020

We are always eager to welcome you to it all - a stroll through our charming downtown streets, an epic outdoor adventure, an exciting live music scene and a chance to gather over a big mouthwatering meal. However, in this moment of global uncertainty, we appreciate you taking extra precautions. We...

[Continue Reading →](#)



IT'S TIME FOR A BEAUTIFUL DISTRACTION! DREAM OF A BASTROP VACATION WITH THESE SWEET PICS

Mar. 30, 2020

We'd love to welcome you to it all in Bastrop, but even more so - we'd love for you to stay well and safe. While you're stuck at home, we'd also love for you to take a break and enjoy pictures of our historic little town for a lovely distraction. Just imagine how much fun you will have once this is...

[Continue Reading →](#)

SOCIAL MEDIA – Q2

Social activity was strong during this quarter including engagements and link clicks. Even as March moved more towards more of COVID-19 messaging.

Impressions

 **97,455**

Engagements

 **7,035**

Link Clicks

 **1,160**

Visit Bastrop
April 18 at 9:57 AM · 🌐

Visit Bastrop, from home! We've revamped our home-page and a few others to help you find the info that's important to you right now! Peruse our restaurants and shops to see who's offering curbside and delivery.

Eat + Drink: <https://www.visitbastrop.com/eat-drink/>
Shopping: <https://www.visitbastrop.com/things-to-do/shopping/>
Places to Stay: <https://www.visitbastrop.com/places-to-stay/>... See More



2,738
People Reached

136
Engagements

Boost Post

 30

16 Shares

Visit Bastrop
March 19 · 🌐

In Bastrop, there's something more important than our events and small-town charm. There's something bigger than the spirited adventure and authentic Texas hospitality ... and that something is YOU - and your safety! We know that it's hard to think about travel right now, or being around others, but we just want you to know that when you're ready, we'll be ready, and better than ever before. To remind you what it's like to feel welcomed, Welcome To It All! #visitbastroptx



1,103
People Reached

58
Engagements

Boost Post

 32

5 Shares

Visit Bastrop
March 21 · 🌐

We've compiled a list of local restaurants and shops going the extra mile to serve you. How will you show up for them today? #visitbastroptx



VISITBASTROP.COM

Shopping & Dining at a Distance
In Bastrop, there's something more important than our events and ...

3,245
People Reached

390
Engagements

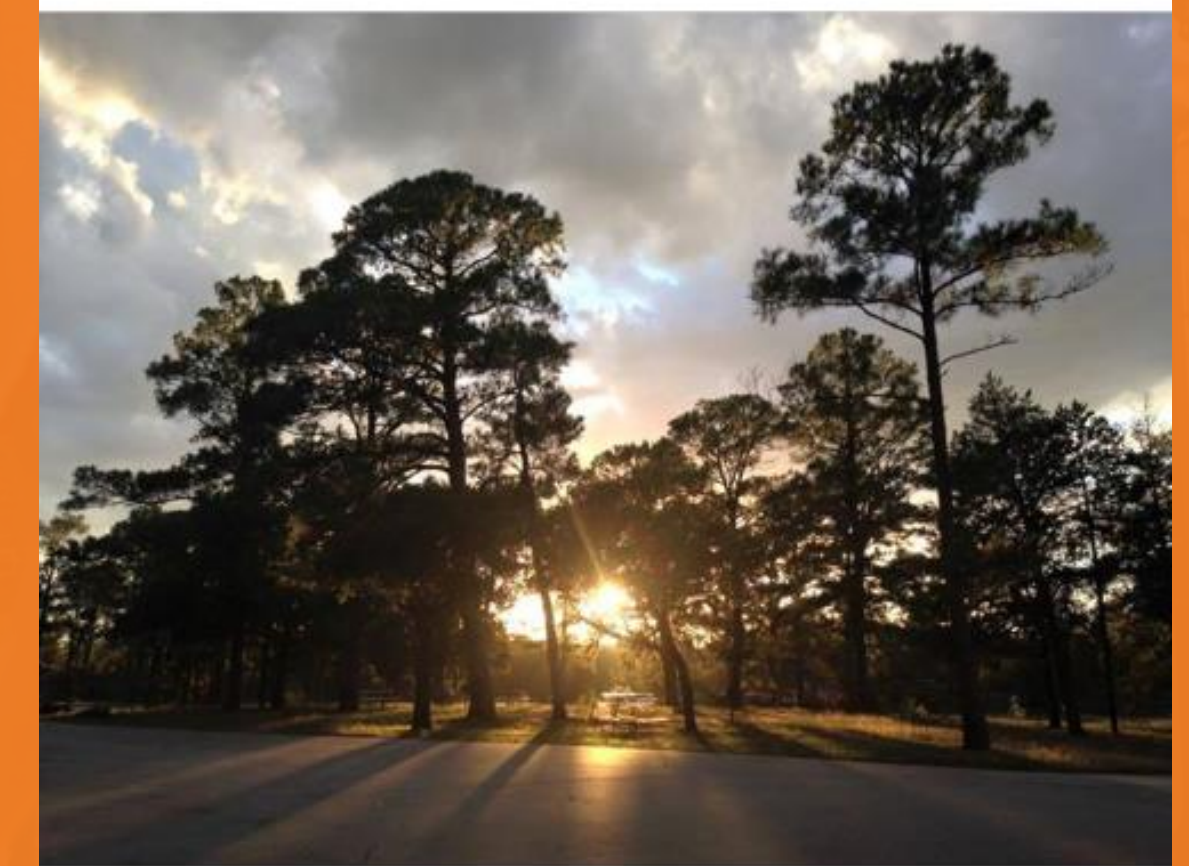
Boost Post

 14

59 Shares

Visit Bastrop is at Bastrop State Park.
April 23 at 6:23 PM · Bastrop · 🌐

Deep, deep breaths of fresh air. It's been a beautiful day!



898
People Reached

54
Engagements

Boost Post

 35

4 Shares



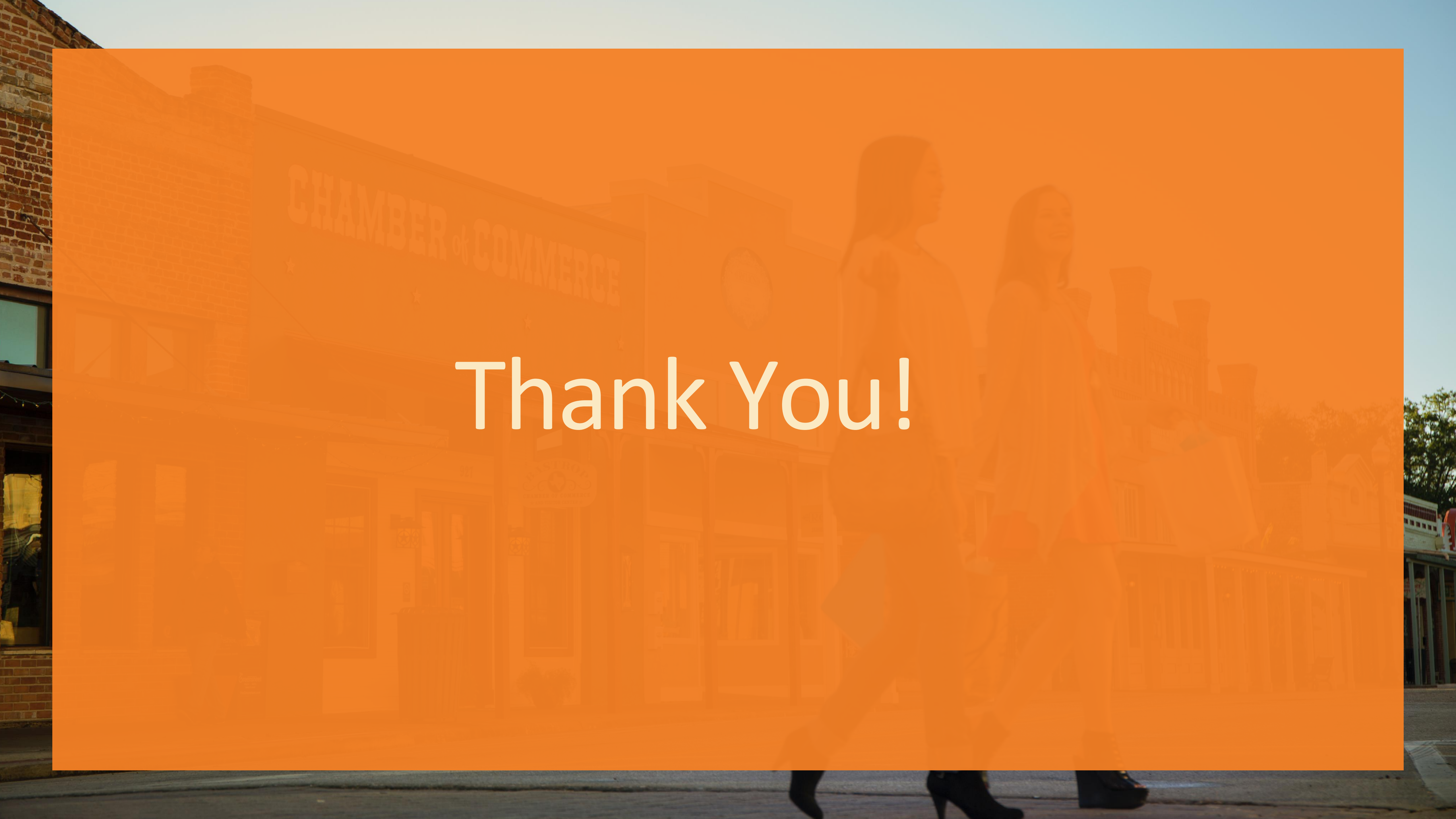
BASTROP STRONG

Mission: Bastrop Strong is a community coalition that provides recovery resources through community building for organizations impacted by the disasters within the City of Bastrop.

- Community Coalition
 - Financial Grants
- COVID Relief - \$60,000.00
 - Sustainable Fund

WEBSITE LIVE – MAY 13, 2020

www.bastropstrong.com



Thank You!



STAFF REPORT

MEETING DATE: May 12, 2020

AGENDA ITEM: 8B

TITLE:

Receive and discuss Quarterly Report from Bastrop YMCA.

STAFF REPRESENTATIVE:

Robert Wood, Interim City Manager

BACKGROUND/HISTORY:

On September 24, 2019, City Council approved a Community Support Service Agreement with the YMCA of Austin/Bastrop Branch (YMCA) to provide recreational services and operate the Bastrop State Park Pool in the amount of Seventy-Nine Thousand Eight Hundred and 00/100 Dollars (\$79,800) for FY 2019-2020. The Community Support Service Agreement requires that the YMCA attend a regular meeting of the City Council on a quarterly basis to make a public presentation on their progress related to the Scope of Services identified in the agreement.

The Bastrop YMCA provides quality recreational programs for the community in partnership with the City of Bastrop. The FY 2019-2020 Community Support Service Agreement requires that recreational programs and activities be designed to benefit and include persons of all backgrounds. The following services are required to be provided during this agreement period:

- Minimum of six (6) youth sports seasons such as soccer, tennis, and volleyball
- Various enrichment programs monthly, such as art, Youth & Government, and nutrition
- Weekly Health & Wellness programs for all ages
- Operate and manage the State Park Pool with aquatic activities including swim lessons, water fitness, open and public swim, and youth job opportunities
- Family park events, including but not limited to Safety Month, Field Days, Halloween Bash, Happy Healthy New Year's Bash, and Movies in the Park
- Outreach programs such as youth summer programming, pickleball, teen events, and senior programming

POLICY EXPLANATION:

The City Council's focus areas of Economic Vitality, Fiscal Responsibility, Organizational Excellence, and Unique Environment are supported through this partnership for recreational services and through the programs offered to our customers by the YMCA. The services outlined in the Community Support Service Agreement with the YMCA also support the following goals and objectives of the City of Bastrop Comprehensive Plan 2036:

- **Goal 3.1:** *Provide adequate and appropriate public facilities and services to maintain the safety and quality of life of residents, visitors, and workers in Bastrop*
- **Goal 3.3:** *Engage in partnerships with other public entities to maximize the utility of, and access to public buildings and grounds.*

ATTACHMENTS:

- Powerpoint

2nd QUARTER REPORT

FY 2020



**FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY**

EVERYONE HAS A PLACE AT THE Y!



2020 MEMBERSHIP

- Jan-March 2020 was up 72% over 2019
- Membership #s on March 18 - 406 units/162 Silver

Membership For All - Financial Assistance Program

At the Y, strengthening community is our cause. Every day, we work side-by-side with our neighbors to make sure that everyone, regardless of age, income or background, has the opportunity to learn, grow and thrive. Each year, we provide over two million dollars in financial assistance locally, thanks to generous gifts from our members and donors through our annual giving campaign, grants and special events.





THE EXPANSION CELEBRATION

JANUARY

- OPENED NEW ADMINISTRATIVE OFFICE TO 1110 MAIN STREET
- SHIFTED ALL GROUP EXERCISE CLASSES TO 1109 MAIN STREET
- REDESIGNED CHILDWATCH SPACE

FEBRUARY

- OPENED NEW GYM SPACE AT 1112 MAIN STREET WITH CARDIO AND STRENGTHENING EQUIPMENT
- EXPANSION CELEBRATION ON FEB 10TH



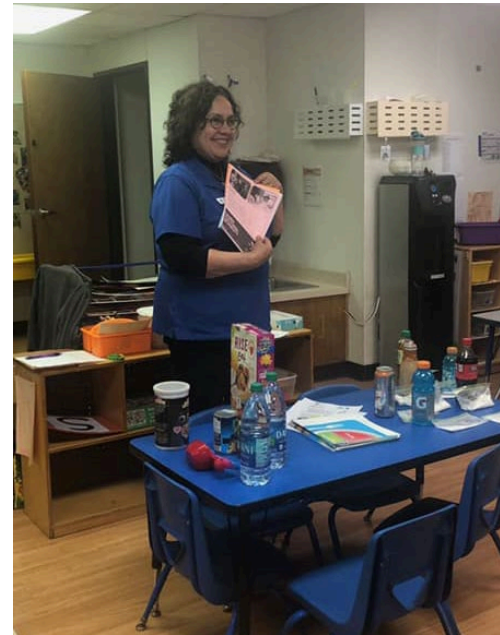
The expansion allows for all the services to be in close proximity for the first time since the branch began serving Bastrop.

A PART OF THE COMMUNITY



THE Y LEADERSHIP TEAM SERVES THE COMMUNITY OUTSIDE OF THE Y!

- SERVES AS SCIENCE FAIR JUDGES
- MEMBER OF THE OWLS/BASTROP COUNTY CARES
- SUPPORTS THE COMMUNITY GARDEN
- PRESENTATION AT EMILE HEAD START
- PROMOTED AND ENCOURAGED PARTICIPATION IN **IT'S TIME TEXAS**
- MEMBER OF THE JUNETEENTH COMMITTEE
- MEMBER OF THE KERR CENTER COMMITTEE



PROGRAMMING FOR ALL AGES



Youth Programs

- MI MUNDO – SPANISH EMERSION PRESCHOOL – 8 STUDENTS 3 TIMES A WEEK
- GYMNASTICS- SERVING 30 KIDS A WEEK
- YOUTH & GOVERNMENT – 3 HS and 10 MS STUDENTS WENT TO STATE COMPETITION IN JANUARY
- SCIENCE EXPLORERS TWICE A MONTH – SERVING AN AVERAGE OF 8 PER SESSION
- WINTER TRACK – 30 STUDENTS
- WINTER TRACK CLINIC – 12 STUDENTS
- YOUTH SOCCER CLINIC – 12 STUDENTS

Family Programs

- FAMILY TIME – FAMILIES IN ORGANIZED PLAY
- PERSONAL TRAINING FOR ALL AGES
- ASSOCIATION WIDE TRACK MEET

Adult Programs

- ADULT SOCCER LEAGUE
- ORGANIZED GROUP FITNESS CLASSES

Senior Focused Programs

- A MATTER OF BALANCE – SERVICING 10 SENIORS IN AN 8 LESSON SESSION
- FOCUSED GROUP EXERCISE
- ACTIVITIES TO PROMOTE SOCIALIZATION



LOOKING FOR THE RAINBOWS

THE BASTROP YMCA HAS BEEN CLOSED SINCE MARCH 18, 2020.

THE YMCA OF AUSTIN ASSOCIATION IS CURRENTLY PLANNING TO REOPEN THE BASTROP BRANCH IN A LIMITED CAPACITY ON JUNE 1ST. THIS ACTION IS CONTINUOUSLY BEING EVALUATED BASED ON CITY, COUNTY AND STATE GUIDELINES AS WELL AS OUR ABILITY TO OFFER SERVICES IN A SAFE MANNER TO OUR MEMBERS AND PARTICIPATES.

WE ARE HOPEFUL THAT THE BRANCH WILL BE BACK IN FULL SERVICE BY THE FALL.





STAFF REPORT

MEETING DATE: May 12, 2020

AGENDA ITEM: 8C

TITLE:

Receive and discuss Quarterly Report from Lost Pines Art Center.

STAFF REPRESENTATIVE:

Robert Wood, Interim City Manager

BACKGROUND/HISTORY:

On September 24, 2019, City Council approved a Community Support Service Agreement with the Lost Pines Art Center to provide arts and culture programs and community activities in the amount of Eighty Five Thousand and 00/100 Dollars (\$85,000) for FY 2019-2020. The Community Support Service Agreement requires that the Lost Pines Art Center attend a regular meeting of the City Council on a quarterly basis to make a public presentation on their progress related to the Scope of Services identified in the agreement. Those services include:

- Provide 9-12 months of programs designed to appeal to locals and tourists.
- Show Art Exhibits-regionally or nationally known artist exhibits
- Track number of attendees and create opportunity to track primary market origin.

POLICY EXPLANATION:

Chapter 351.101 of the Texas Local Government Code authorizes the use of Hotel Occupancy Tax (HOT) revenue for the encouragement, promotion, improvement, and application of the arts. The statute also allows for advertising and conducting of promotional programs to encourage tourists to visit preserved historic sites. The services outlined in the Community Support Service Agreement with the Lost Pines Art Center also support the goals and objectives of the City of Bastrop Comprehensive Plan 2036.

ATTACHMENT(S):

- PowerPoint Presentation



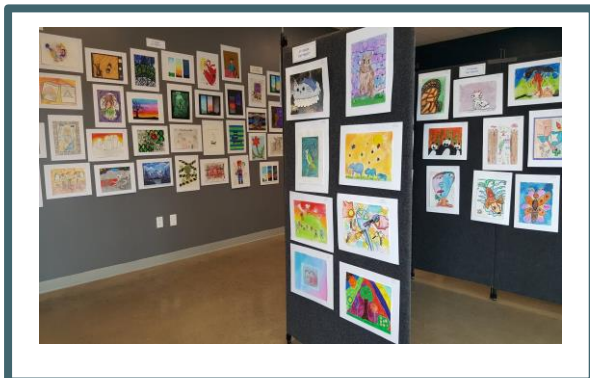
LOST PINES ART CENTER

Bastrop, TX

Programs & Events Highlights

► Events for the First Quarter:

- **Art After Dark**– 1st Saturday (January, February, March)
 - Art After Dark attendance was steadily increasing. March's attendance was 106 which was up from the average that ranged from 50-75 (A 41% to 112% increase from previous averages)
- **Salinas** – Youth Art Competition involving months of work with students- Show opened days before the Coronavirus stay home requirement. Award Ceremony cancelled.



Program and Events Highlights – cont'd

► Cultural Month: Black History- February

- **February 1st** - Bydeeman – Brian Joseph Show and Art Talk. This was a big hit with attendees from inside and outside of Bastrop.
- **February 8th** – Collaboration with Opera House events and Main Event Bastrop.
- **February 22nd** - Art Getaway
 - Performing Arts;
 - Sade (dance demonstration and class)
 - Linda Greene, singer
 - Mt Olive Gospel Choir
 - Kids Art – 3 activities - Unity Wreaths, Freedom quilts, and African Masks,



Program and Events Highlights – cont'd

JAN	Art After Dark - Wendy Layne and Faye Barber
FEB	Art After Dark - Bydeeman - Brian Joseph & Theresa Dawson
FEB	Black History Month w/ Opera House & Main Event
FEB	Art Getaway - Cultural Event - Black History& Art
MAR	Art After Dark - Central Texas Pastel Society - Jim Jordan
MAR	Wine and Unwind - Kansas City Missouri attendees
MAR	Art and Community Yard Sale
MAR	Salinas reception
MAR	Art Immersion Day 1
MAR	Art Immersion Day 2
MAR	Art Immersion Day 3 - Healing Arts Classes
MAR	Instructors Show and Reception
APR	Art After Dark - Art Retrospective
APR	Salinas award Ceremony
APR	Glass Blowing - Twisted Cup Competition
APR	Gala VIP
APR	Gala Spring Artful Afternoon
APR	Bastrop County Cares - Healing History
MAY	Main Event and Community -with Opera House & Museum-Day 1
MAY	Art After Dark -with Opera House & Museum -Day 2
MAY	Bird City - Day 1
MAY	Bird City - Day 2

Cancelled events

Venues and Events Cancelled due to COVID-19

- ▶ **Art Immersion – March 19-21 A total of 19 classes were scheduled**
 - ▶ Was shaping up to be our best Art Conference with students from all over Texas and top Central Texas Instructors
 - ▶ Kickoff of our Veterans and First Responders Healing Arts Program involving Glass Blowing and Wood Sculpting
- ▶ **Wine and Unwind with Hyatt – March 25th 22-30 students**
 - ▶ Kansas Ciy group found us on the web in October 2019 and scheduled an event until their whole trip was cancelled due to COVID-19
- ▶ **Gala – April 19th -250 plus attendance**
 - ▶ Our single big fundraiser. This is where we receive a large amount of our funding for the year.
 - ▶ 16 Live Auction and 20+ Silent Auction artists plan and create artwork for this event.
 - ▶ Glass Blowing 2020 competition involving artists from all over Texas (Dallas to San Antonio to Houston to Austin)
- ▶ **Bastrop County Cares – April 24th - Final installment of Healing History Series**
- ▶ **Community Partners Event – May 1st and 2nd - Event with Opera House, Museum, Art Center**
- ▶ **Bird City – May 8th and 9th – Art Talk & events planned in collaboration with Cultural Arts events and community businesses.**



Cancelled Events– cont'd

▶ **Cancellations and anticipated attendees**

- ▶ Art After Dark and weekend collaborations – 75+ people each day for 5 planned events (April and May)
- ▶ Art Immersion – 110 Students, Teachers, Veterans/First Responders
- ▶ Salinas show – Parents, Teachers, Students, Grandparents
- ▶ Wine and Unwind – Tourism visitors – 22-30 students
- ▶ Salinas award Ceremony – Parents, Teachers, Students, Grandparents
- ▶ Artful Afternoon VIP – 50+
- ▶ Artful Afternoon Gala – 250+ attendees
- ▶ Bastrop County Cares – Healing History – 100+

Planned Future Events

▶ The Challenges we will face:

- ▶ **Art Institute is moving into the Art Center prior to July. Timeline not fully set.**
- ▶ **Uncertainty to when COVID-19 restrictions will be fully lifted** (our events are Social Events and it is hard to do this with Social Distancing)
- ▶ **Planning of events takes several months.** We do not want to plan an event to pull out the rug at the last minute.
- ▶ **Funds were spent on several activities that were abruptly cancelled due to COVID-19.**
- ▶ **Being closed, our usual means of income have ceased temporarily.**

▶ Plans:

- ▶ **Regroup with Community Partners to plan and schedule weekend events**
- ▶ **Art After Dark**, *first Saturdays – will resume as soon as we can schedule these (In collaboration with Museum, Opera House, Visit Bastrop and Main Event Main Street Shops)*
- ▶ **Visit Bastrop Christmas Ornament – art call and show – Fall 2020** -In collaboration with Visit Bastrop and local organizations (Museum and Visitors Center)
- ▶ **Veterans Day Arts Festival – Nov 7th** - In Collaboration with Car Show to include Veterans Healing Arts Program



With your help and that of the Bastrop community we and our counterparts will get through this and come out the other end stronger.

That is what Bastrop DOES when it is faced with enormous challenges.



STAFF REPORT

MEETING DATE: May 12, 2020

AGENDA ITEM: 8D

TITLE:

Receive and discuss Quarterly Report from Bastrop Opera House.

STAFF REPRESENTATIVE:

Robert Wood, Interim City Manager

BACKGROUND/HISTORY:

On September 24, 2019, City Council approved a Community Support Service Agreement with the Bastrop Opera House to provide services associated with operating, marketing, and providing cultural art and theater services in the amount of One Hundred Twenty-Six Thousand and 00/100 Dollars (\$126,000) for FY 2019-2020. The Community Support Service Agreement requires that the Bastrop Opera House attend a regular meeting of the City Council on a quarterly basis to make a public presentation on their progress related to the Scope of Services identified in the agreement. Those services include:

- Presenting an annual season of theater performances and productions designed to enrich the authentic Bastrop experience
- Increase overnight visitation by appealing to out of town visitors.

POLICY EXPLANATION:

Chapter 351.101 of the Texas Local Government Code authorizes the use of Hotel Occupancy Tax (HOT) revenue for the encouragement, promotion, improvement, and application of the arts. The statute also allows for advertising and conducting of promotional programs to encourage tourists to visit preserved historic sites. The services outlined in the Community Support Service Agreement with the Bastrop Opera House also support the goals and objectives of the City of Bastrop Comprehensive Plan 2036.

ATTACHMENT(S):

- PowerPoint Presentation

Bastrop Opera House Quarterly Report





Wild Women Of Winedale January, 2020





Decee Cornish
February 8th

Decee Cornish

Award Winning Storyteller



A VALENTINE CABARET

FEB 14 & 15

DINNER 7:00
& SHOW 8:00

PERFORMERS



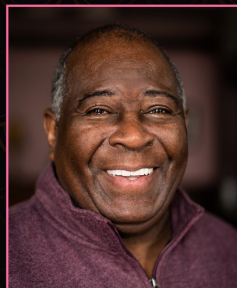
Lisa Holcomb



Aline Forastieri



Kelsey Helton



Dock Jackson



Jason Lucio



Jacob Layton

GET TICKETS AT [BASTROPERAHOUSE.COM](https://bastroperahouse.com)

BASTROP OPERA HOUSE 711 SPRING STREET, BASTROP, TX 78602





FOOLS
A Comedy by Neil Simon
March 2020



Bastrop Opera House partnered with
Bastrop Middle School to produce
FAME, JR
March, 2020

Organizations Using the Bastrop Opera House

January 23: Bastrop County Historical Society

February 1: Pine Forest POA

February 11: Lost Pines Republican Women



Ticket Sales September through
December 2019: 1,179
Total Tickets sold to patrons from
outside of Bastrop: 707

- Volunteer Hours September-December 2019
- 630 Volunteer Hours
- Includes:
- Box office/concession
- Tech/Lights /Sound
- Stage Managing/Set Design

Due to Covid -19 the Bastrop Opera House had to cancel its last weekend of FOOLS

Our Youth Academy has been able to do limited rehearsals online for their youth production which has been rescheduled to unknown time. The youth troupe will perform when it is safe to do so.



STAFF REPORT

MEETING DATE: May 12, 2020

AGENDA ITEM: 8E

TITLE:

Receive and discuss Quarterly Report from Bastrop County Museum & Visitor Center.

STAFF REPRESENTATIVE:

Robert Wood, Interim City Manager

BACKGROUND/HISTORY:

On September 24, 2019, City Council approved a Community Support Service Agreement with the Bastrop County Historical Society to provide services associated with operating, marketing, and staffing a historical museum and providing visitor center services in the amount of One Hundred Sixty-Nine Thousand One Hundred Twenty-Four and 00/100 Dollars (\$169,124) for FY 2019-2020. The Community Support Service Agreement requires that the Bastrop County Historical Society attend a regular meeting of the City Council on a quarterly basis to make a public presentation on their progress related to the Scope of Services identified in the agreement. The funds were awarded to the Bastrop County Historical Society according to the different functions the organization provides, as outlined in the Scope of Services. Those services and amounts include:

- \$109,752 for the operation of the Bastrop County Historical Society Museum and Visitor Center
- \$34,928 for historic preservation and promotion efforts
- \$24,444 for historic home tours

POLICY EXPLANATION:

Chapter 351.101 of the Texas Local Government Code authorizes the use of Hotel Occupancy Tax (HOT) revenue for the operation of visitor information centers as well as historical preservation activities and promotional programs to encourage tourist visits. The services outlined in the Community Support Service Agreement with the Bastrop County Historical Society also support the goals and objectives of the City of Bastrop Comprehensive Plan 2036:

ATTACHMENT(S):

- PowerPoint Presentation

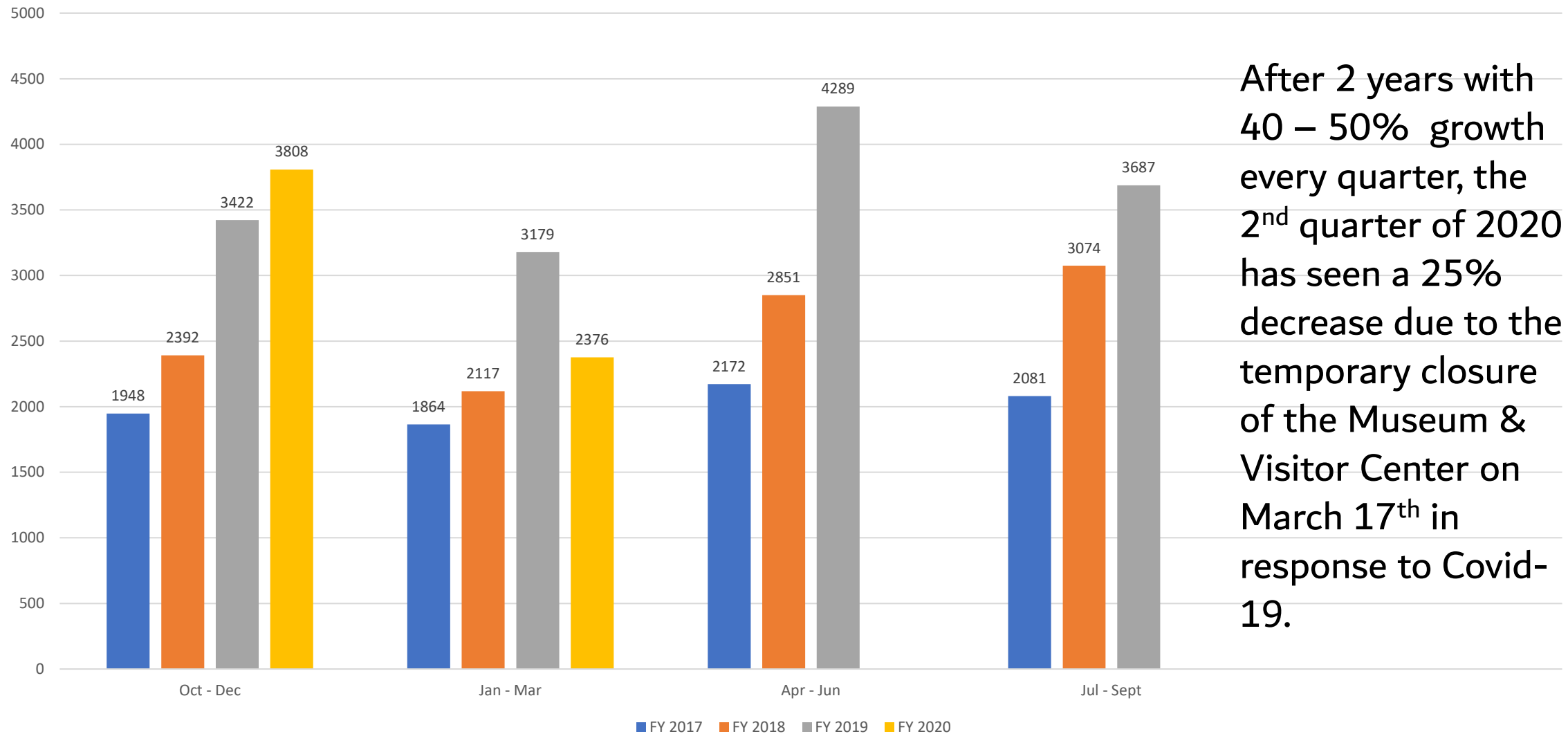


BCHS HOT Funds 2nd Quarter Report

April 2020

Visitor Center

Total Visitors



After 2 years with 40 – 50% growth every quarter, the 2nd quarter of 2020 has seen a 25% decrease due to the temporary closure of the Museum & Visitor Center on March 17th in response to Covid-19.

1st weekend in downtown Bastrop



MAIN EVENT



Community/Event Support

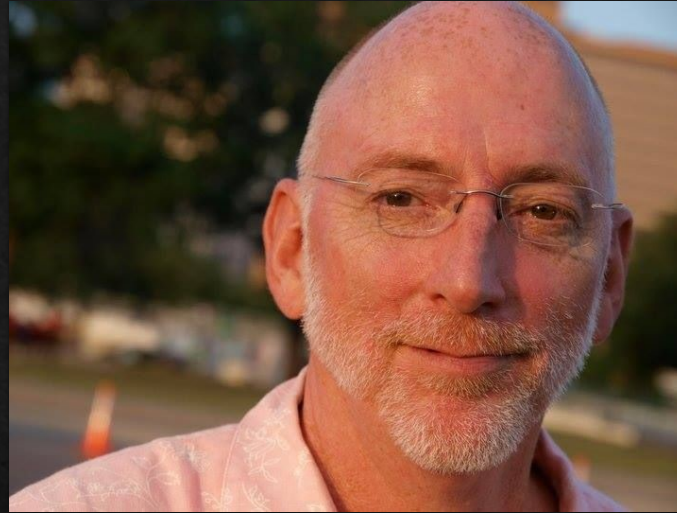
Main Event First Weekend, Chalk Art, Guess the Number, & Reimagine, Repurpose, Reuse
Chalk Art 1st Place – Lori Mitchell

Volunteer Hours

- Visitor Center 237
- Dollar Value = \$5,451 (\$23 hr.)



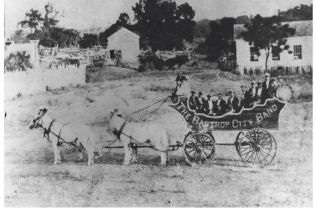
Historical Preservation & Promotion



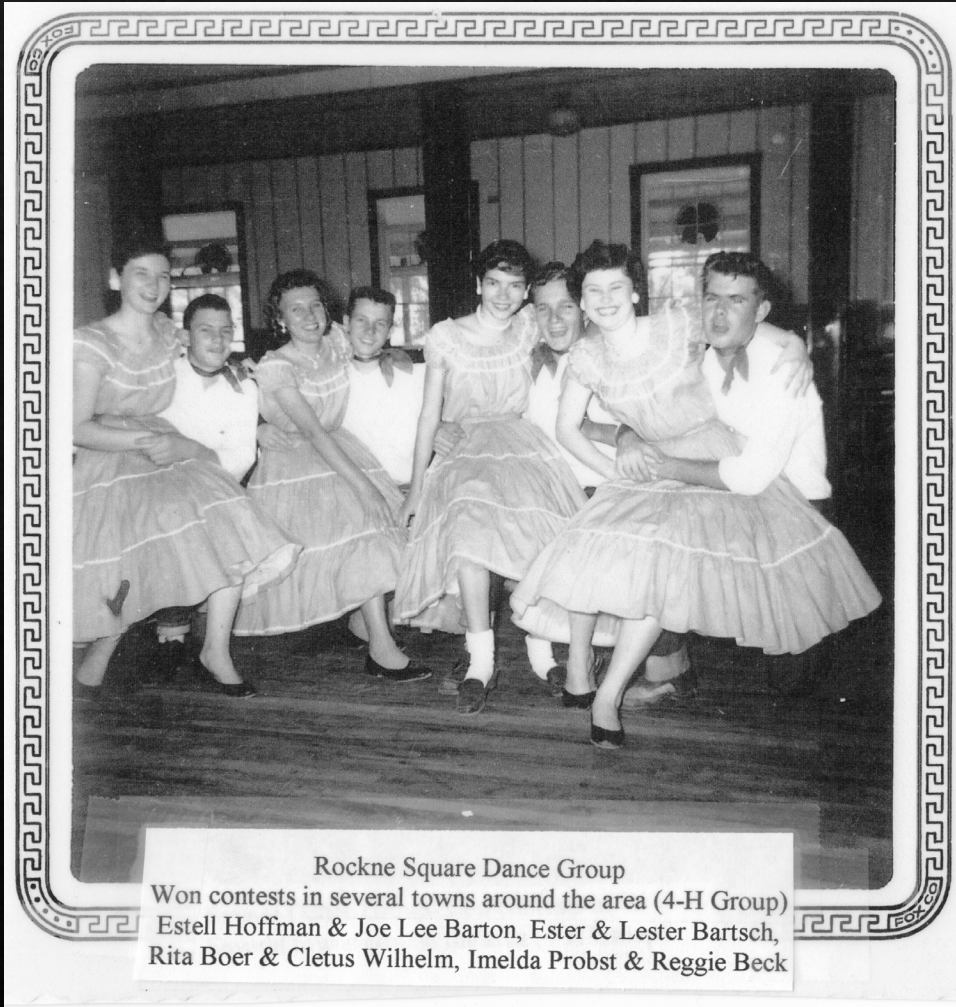
January Quarterly Speaker

Our January 23rd quarterly meeting featured American Statesman Columnist Michael Barnes. The event was held at the Bastrop Opera House. Nearly 70 attendees enjoyed the event.

Our April quarterly meeting will be rescheduled due to Covid-19. It will be held at the Rockne Museum when restrictions on gatherings are lifted.



History of Musical Entertainment



- Freedom Colonies Exhibit - after being in Elgin, the exhibit was on display at Bastrop County Cares Healing History event on January 24th , it then traveled to Smithville High School Library
- History of Live Entertainment & Film has traveled to Elgin.
- Oral History program is growing with an additional 12 interviews this quarter. We have purchased Dragon software to assist in the transcribing of these and once transcribed they will be assessible to researchers. The transcribing began early March with a dedicated volunteer to oversee the project.
- PastPerfect online – we are beginning to look at putting some of our collection online. We are considering Camp Swift as the first topic.
- Director attended the Texas Historical Commission Real Places Conference
- Director attended the Destinations Galore – Humble TX (travel show featuring tour bus companies)
- 2nd quarter acquisitions – 192 (Objects, photos, documents)
- 20 research requests – 13 from outside Bastrop

Museum Admissions

- ◆ Museum paid admissions were the same in January 2020 as they were in January 2019.
- ◆ Museum paid admissions were up 25% in February 2020 from February 2019.
- ◆ Museum paid admissions were down 67% in March 2020 from March 2019. (COVID-19)

Volunteer Hours

- Museum
 - 204.5*
- Dollar Value = \$4,703.50



*These do not include the hours contributed by our dedicated Board of Trustees or Museum Curator throughout the year.

1st Quarter Summary

- January and February were strong months for the Museum & Visitor Center with numbers equaling or exceeding the same time frame last year.
- On March 17, we closed the Museum & Visitor Center to ensure the safety of all during the Covid-19 pandemic. This has reduced our overall numbers at the Visitor Center by 25% and museum admissions by 67%.
- We have had to cancel two events: our April 23rd quarterly meeting and the May 1st & 2nd weekend we were planning in collaboration with the Bastrop Opera House and Lost Pine Art Center. We are hoping to reschedule both events for later in the year.
- Our preservation efforts are still going strong during the closure. There are still numerous items that need to be catalogued and stored properly.
- We are working on our next special exhibit - Bastrop County Architecture. We have scheduled to open it on July 1st.
- Lastly, we are working on the best way to ensure that this historic event (Covid-19) is documented for years to come.

Thank You



STAFF REPORT

MEETING DATE: May 12, 2020

AGENDA ITEM: 8F

TITLE:

Receive Quarterly Report on the Bastrop Convention & Exhibit Center.

STAFF REPRESENTATIVE:

Kathy Danielson, Bastrop Convention & Exhibit Center Director

BACKGROUND/HISTORY:

Opened in the Spring of 2011, this full-service facility has changed directional courses over the last 18 months. Available to host conventions, trade shows, corporate meetings, weddings, concerts, art events, or banquets, the 26,000 square foot Bastrop Convention & Exhibit Center can accommodate up to 750 banquet-style seating or 800 theater-style seating in the flexible Main Ballroom. In October of 2017, the once standalone Bastrop Convention & Exhibit Center Department became a part of the Hospitality and Downtown Department. Revised contracts, marketing materials, and time offerings were created to make renting the Bastrop Convention & Exhibit Center competitive.

During the 2nd Quarter of FY 19/20, the Bastrop Convention & Exhibit Center continued to increase its productivity. Compared to the previous year's performance areas of increase include occupancy and revenue. The following is an illustration of the Bastrop Convention & Exhibit Center's progress:

- Occupancy increased 13%.
- Bookings increased 3%.
- Revenue increased 29%.

Due to Covid-19 the center was closed as of March 16th. After an immediate disinfection of the common areas the Convention Center staff began extensive deep cleaning of the center including the perimeter and parking lot areas. Bookings are being postponed and rebooked. Staff is completing OSHA and other trainings related to industrial hygiene in preparation for our reopening. Steve Ballard and Ben Williams are assisting the EOC with the isolation facility as needed.

POLICY EXPLANATION:

The Bastrop Convention and Exhibit Center's mission and vision is aligned with the City Council's focus and strategic planning for FY 2019/2020

FUNDING SOURCE:

N/A

ATTACHMENTS:

- FY 19/20 2nd Quarter Bastrop Convention Center & Exhibit Center PowerPoint Presentation Report

Bastrop Convention & Exhibit Center



FY 2020 2nd Quarter Report
Kathy Danielson, Director

Bastrop Convention & Exhibit Center

Mission

The Bastrop Convention & Exhibit Center is committed to serving our community and guests by working as a team to build local partnerships, enhance local and regional events and provide efficient results ensuring vitality for Bastrop.



Bastrop Convention & Exhibit Center

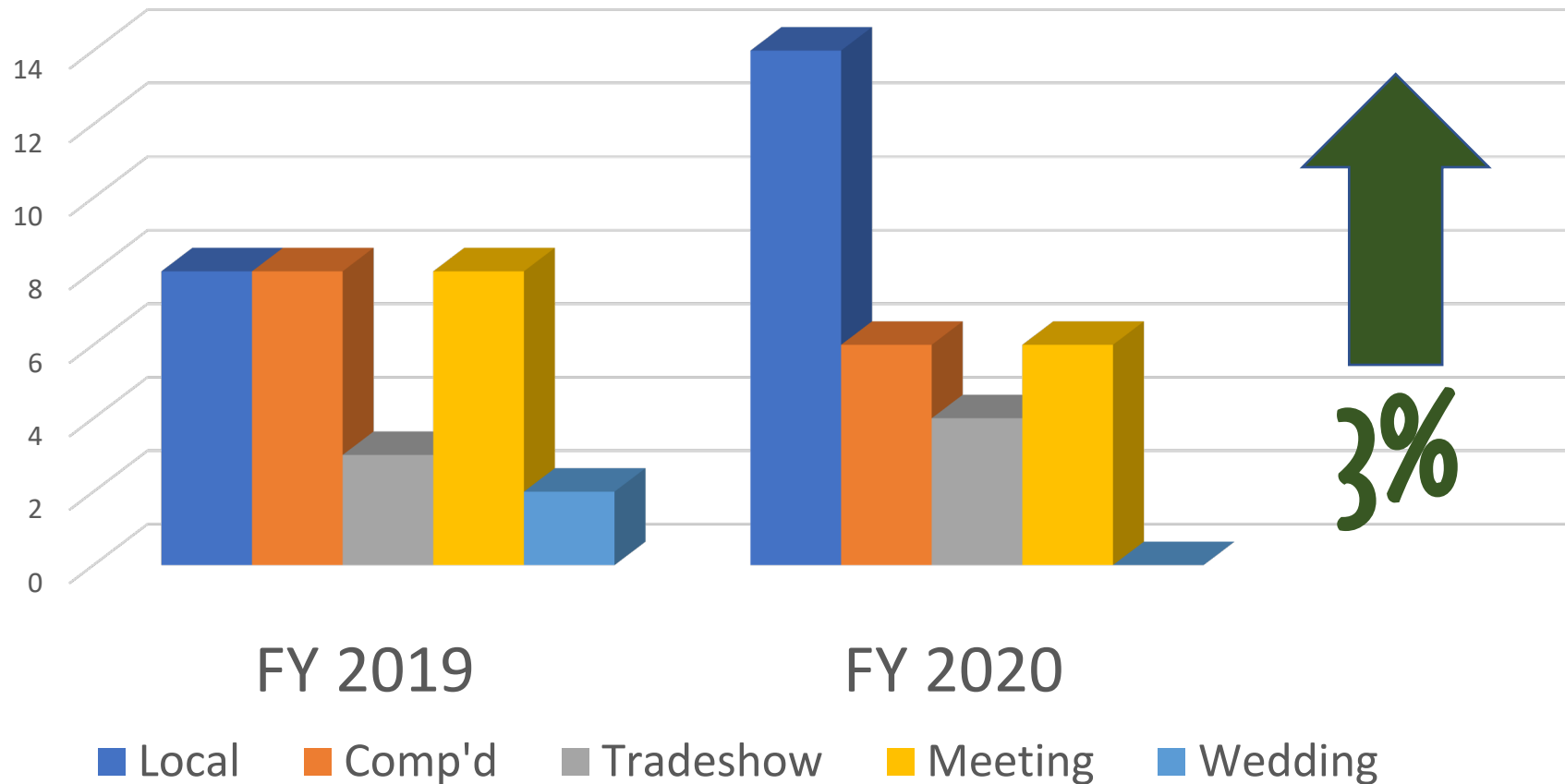


Vision

The Bastrop Convention & Exhibit Center will strive to showcase small town charm and hospitality within the local meetings and events industry. Focusing on customer service and exceptional experiences, the Bastrop Convention & Exhibit Center will provide a unique combination of local and non-local use creating a positive economic impact for our community and partners.



2nd Quarter Bookings



**Sportsman's
Banquet**

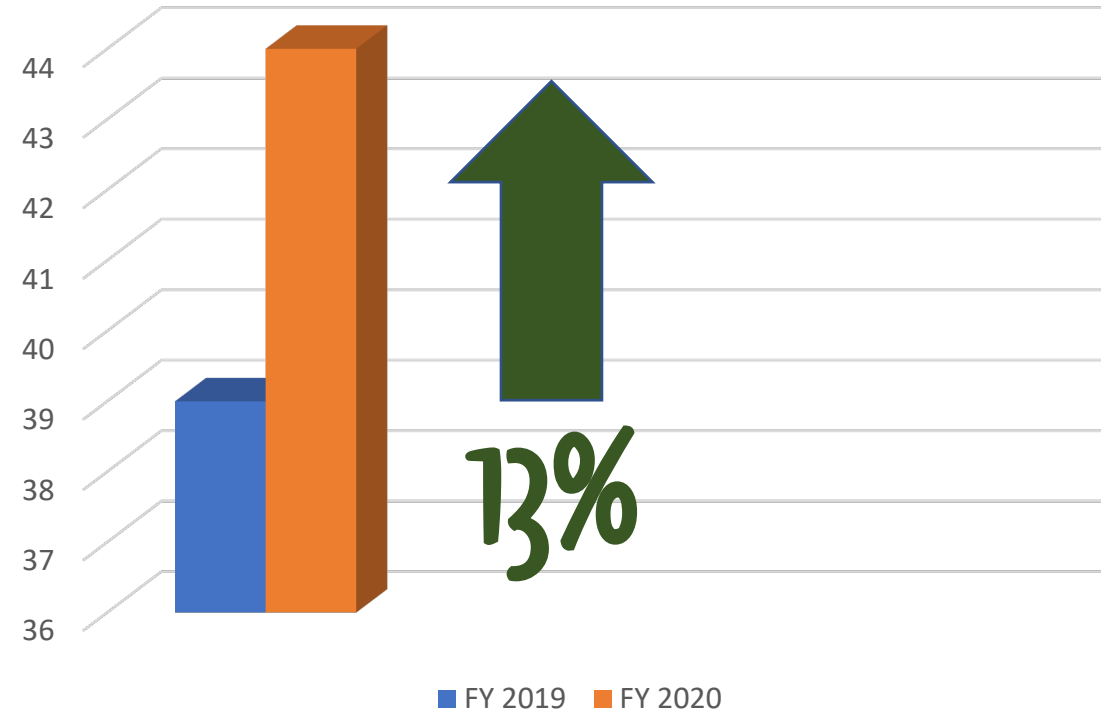




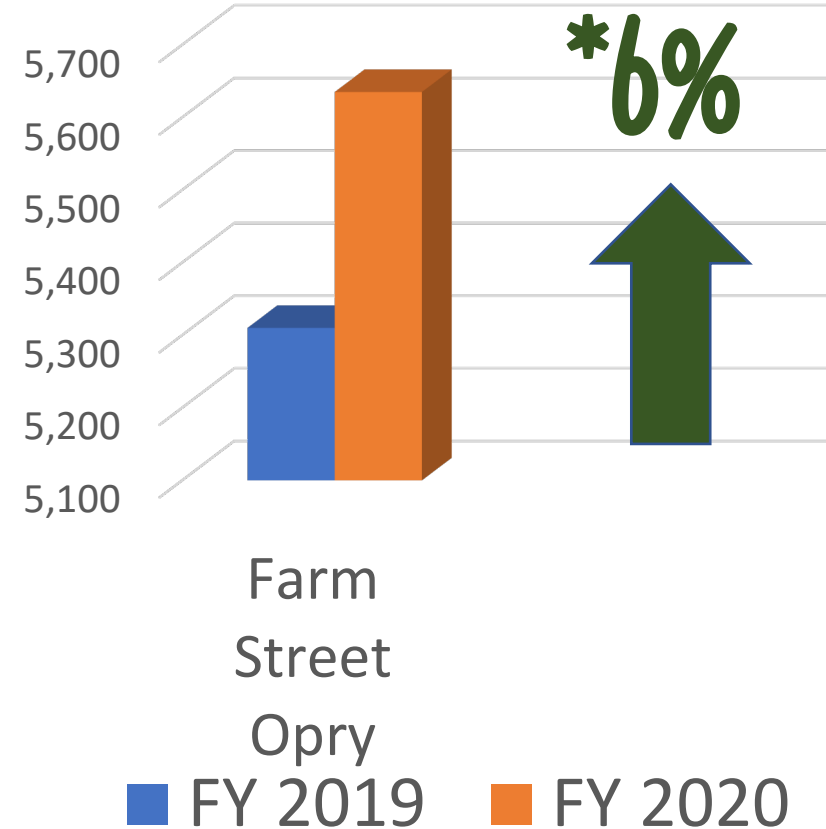
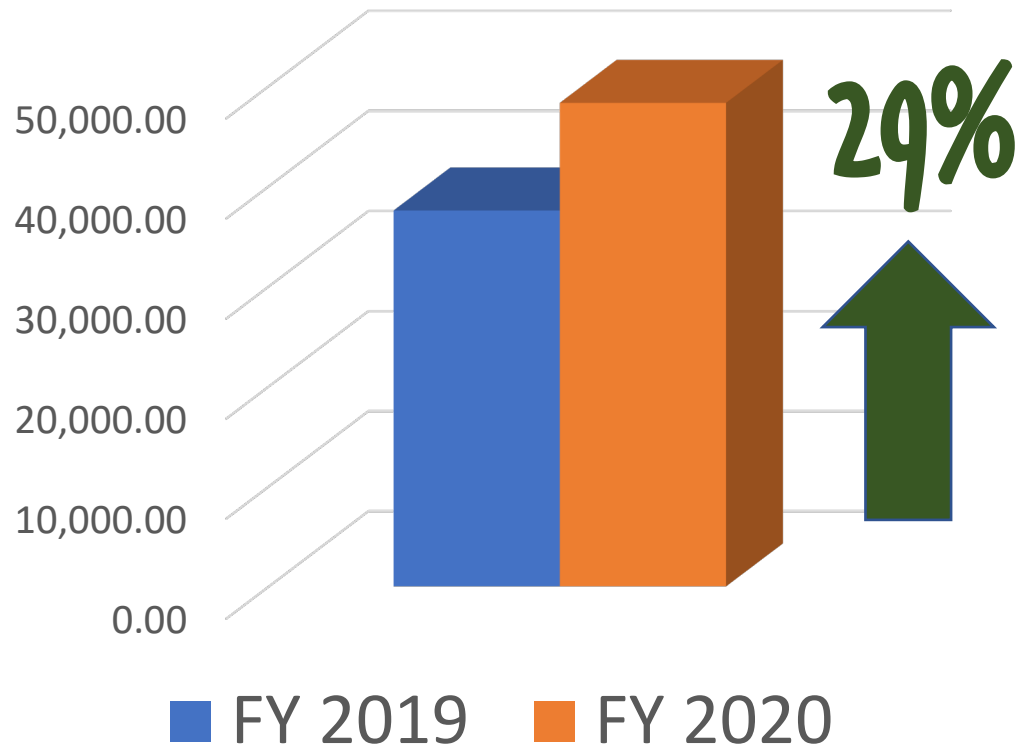
Chamber Training



2nd Quarter Occupancy



2nd Quarter Revenue



Bastrop Convention & Exhibit Center



- 2nd Quarter Lost Revenue of \$4918.00 (March 16th to March 30th)
- Events are being rescheduled for 4th Quarter and beyond into budget year 20/21. Director is participating in online webinars specific to the Meetings Industry.
- Staff is doing extensive cleaning and maintenance. Staff is reviewing online OSHA and other training targeting industrial hygiene and safety.
- Steve Ballard and Ben Williams are assisting the EOC as needed.



THE END



A CITY OF BASTROP PRODUCTION COPYRIGHT MMXVII



STAFF REPORT

MEETING DATE: May 12, 2020

AGENDA ITEM: 8G

TITLE:

Discuss future funding for Bastrop YMCA, Lost Pines Art Center, Opera House and Bastrop County from FY2020 budget.

STAFF REPRESENTATIVE:

Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

Considering COVID-19, staff has started a preliminary assessment of the shortfall that will be experienced in the Hotel Occupancy Tax revenue. This will directly impact those organizations funded by this revenue source. Each of these organizations have received three of their quarterly payments to date. The cumulative total of the fourth quarter payments that would be due July 1st is approximately \$60,000. Staff has also reviewed the HOT Fund to evaluate the availability of fund balance reserves. This fund will maintain its fund balance policy of one year of expenses reserved, even with the estimated projections in revenue and the fourth quarter payments are distributed.

Staff would like feedback from Council regarding these organizations funding and reporting requirements for FY2020.

POLICY EXPLANATION:

The funding amounts were approved as part of the FY2020 budget.

FUNDING SOURCE:

N/A

ATTACHMENTS:



STAFF REPORT

MEETING DATE: May 12, 2020

AGENDA ITEM: 9

TITLE:

CITIZEN COMMENTS

At this time, three (3) minute comments will be taken from the audience on any topic. Anyone wishing to address the Council, must complete a citizen comment form with comments at www.cityofbastrop.org/citizencommentform before 5:00 p.m. on May 12, 2020. 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 Staff 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: May 12, 2020

AGENDA ITEM: 10A

TITLE:

Consider action to approve City Council minutes from April 28, 2020, Regular Meeting.

STAFF REPRESENTATIVE:

Robert Wood, Interim 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 April 28, 2020, Regular Meeting.

ATTACHMENTS:

- April 28, 2020, DRAFT Regular Meeting Minutes.

APRIL 28, 2020

The Bastrop City Council met in a Regular Meeting on Tuesday, April 28, 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 Members present via video were: Jackson and Peterson. Officers physically present were Interim City Manager Robert Wood 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**

Council Member Jackson, gave the invocation.

PRESENTATIONS

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

STAFF AND BOARD REPORTS

- 6C. Receive presentation from Specialized Public Finance, the City's Financial Advisors, on a Water and Wastewater System Revenue Bond issuance and a General Obligation Refunding Bond issuance along with corresponding timelines.
Presentation was made by Tracy Waldron, Chief Finance Officer and Dan Wegmiller, Specialized Public Finance.

WORK SESSION/BRIEFINGS

- 5A. Receive presentation and discuss FY2021 budget priorities.
Presentation was made by Assistant City Manager, Trey Job.
- 5B. Discuss developing a plan for private initiative to program and operate the City's rodeo arena.
This item was pulled from the agenda.

STAFF AND BOARD REPORTS CONTINUED

- 6A. Receive presentation on the unaudited Monthly Financial Report for the period ending March 31, 2020.
Presentation was made by Chief Financial Officer, Tracy Waldron.
- 6B. Receive presentation on the Quarterly Investment Report for the period ending March 31, 2020.

Presentation was made by Chief Financial Officer, Tracy Waldron.

Mayor Schroeder recessed the Council Meeting at 7:47 p.m.

Mayor Schroeder called the Council Meeting back to order at 7:52 p.m.

CITIZEN COMMENTS (Statements were read into record by Mayor Connie Schroeder)

**Howard Nemerov
310 Cedar St.
512.658.2318**

**Heather Larsen
Smithville, TX 78957
512.798.1817**

**Kathy Martin
405 N Belinda Ct.
Bastrop, TX
512.308.1413**

**William Martin
405 N Belinda Ct.
Bastrop, TX
512.801.6644**

**Jennifer Franks
1242 Hwy 71 W**

**Kollin Hamilton
1242 Hwy 71 W, #410
740.213.4984**

**William Wise
1410 Willow St.
512.494.9662**

**Luisa Velez
138 Guadalupe St.
512.629.1237**

**Marie Blazek
400 Oak Street
Bastrop, TX 78602
512.988.0034**

CONSENT AGENDA

A motion was made by Mayor Pro Tem Nelson to approve Items 8A and 8B listed on the Consent Agenda after being read into the record by Mayor, Connie Schroeder. Seconded by Council Member Ennis, motion was approved on a 5-0 vote.

- 8A. Consider action to approve City Council minutes from the April 14, 2020 Regular meeting.
- 8B. Consider action to approve the second reading of Ordinance No. 2020-07 of the City Council of the City of Bastrop, Texas, adopting a Water Conservation Plan in accordance with the Texas Commission on Environmental Quality and Texas Water Development Board Regulations; providing for findings of fact, enactment, repealer, severability, effective date, and proper notice and meeting.

ITEMS FOR INDIVIDUAL CONSIDERATION

- 9A. Consider and adopt on first and final reading Ordinance No. 2020-11 as an emergency measure ratifying temporary Emergency Orders enacted by the Mayor in her capacity as Emergency Management Director in regard to the current Local State of Disaster, for the immediate preservation of the public peace, health or safety.
Mayor Schroeder approved Emergency Order Number 6 and Emergency Order Number 2020-3.A dated April 28, 2020.

A motion was made by Mayor Pro Tem Nelson to approve the first and final reading of Ordinance No. 2020-11 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 Disaster, seconded by Council Member Jackson, motion was approved on a 5-0 vote.

Mayor Schroeder recessed the Council Meeting at 8:53 p.m.

Mayor Schroeder called the Council Meeting back to order at 8:56 p.m.

- 9B. Consider action to approve the second reading of Ordinance No. 2020-09 of the City Council of the City of Bastrop, Texas, continuing the curfew, for minors, as established in Ordinance 2019-56, Article 8.05, and providing a penalty not to exceed Five Hundred dollars (\$500.00) for each offense; providing for findings of fact, adoption, repealer, severability, and enforcement; establishing an effective date; and proper notice and meeting.
Presentation was made by Interim Police Chief, Clint Nagy.

SPEAKERS (Statements were read into record by Mayor Connie Schroeder)

**Daniel Criswell
187 Pearson Rd.
512.400.1601**

**Cassie Smith
2009 Winners Court
512.825.5043**

**Amy Kathleen Smith
2009 Winners Ct.
512.825.5178**

**Kristian Caballero
7117 Sienna Rouge Path
512.758.1973**

**Alycia Castillo
3204 Kay Street, Austin, TX 78702
210.392.1593**

A motion was made by Council Member Rogers to approve the second reading of Ordinance No. 2020-09 and, seconded by Council Member Peterson, motion was approved on a 5-0 vote.

- 9C. Consider action to approve Resolution No. R-2020-39 of the City Council of the City of Bastrop, Texas stating their intention of the use of funding provided to the Bastrop Chamber of Commerce, Bastrop Homecoming Committee and the Juneteenth Committee from the FY2020 budget; repealing all resolutions in conflict; and providing an effective date.
Presentation was made by Chief Financial Officer, Tracy Waldron.

A motion was made by Council Member Jackson to approve Resolution No. R-2020-39, seconded by Council Member Peterson, motion was approved on a 5-0 vote.

- 9D. Consider action to approve the first reading of Ordinance No. 2020-02 of the City Council of the City of Bastrop, Texas ("City") to amend Article 4.04 - Peddlers, Solicitors and Vendor and adopt Division 4 – Requirements Applicable for Mobile Food Vendors in the Bastrop, Texas Code of Ordinances; providing for findings of fact, purpose, adoption and amendment, repealer, severability, enforcement, effective date, and property notice and meeting, and move to include on the Council Consent Agenda on May 12, 2020.
Presentation was made by Assistant City Manager, Trey Job.

A motion was made by Council Member Ennis to approve the first reading of Ordinance No. 2020-02 and to include on the May 12, 2020 City Council consent agenda, seconded by Mayor Pro Tem Nelson, motion was approved on a 5-0 vote.

- 9E. Consider action to approve Resolution No. R-2020-40 of the City Council of the City of Bastrop, Texas, approving application for a variance to section 4.09.002 of Chapter 4, Business Regulations of the City of Bastrop Code of Ordinances that prohibits drilling wells and surface mining within the city limits. As shown in Exhibit A; authorizing the water & wastewater department director to execute all necessary documents upon receipt of an administratively complete application; providing for a repealing clause; and establishing an effective date.
Presentation was made by Assistant City Manager, Trey Job.

SPEAKERS (Statements were read into record by Mayor Connie Schroeder)

**David Barrow
1910 Main Street
Bastrop, Texas
510.501.5504**

**Kerry Fossler
1903 Main St.
Bastrop, TX 78602
713.882.7218**

A motion was made by Council Member Ennis to approve Resolution No. R-2020-40, seconded by Mayor Pro Tem Nelson, motion was approved on a 5-0 vote.

EXECUTIVE SESSION

The City Council met at 10:17 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, et seq, to discuss the following:

- 10A. Pursuant to Texas Government Code Sections 551.071 and 551.074, confer regarding personnel matters involving status of Interim City Manager, recruitment for City Manager, and update from search firms.

The Bastrop City Council reconvened at 10:36 p.m. into open (public) session.

TAKE ANY NECESSARY OR APPROPRIATE ACTION ON MATTERS POSTED FOR CONSIDERATION IN CLOSED/EXECUTIVE SESSION

No action was taken.

ADJOURNMENT

Adjourned at 10:36 p.m. without objection.

APPROVED:

ATTEST:

Mayor Connie B. Schroeder

City Secretary Ann Franklin

The Minutes were approved on May 12, 2020, by Council Member motion, Council Member second. The motion was approved on a vote.



STAFF REPORT

MEETING DATE: May 12, 2020

AGENDA ITEM: 11A

TITLE:

Consider and adopt on first and final reading Ordinance No. 2020-12 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:

Robert Wood, Interim 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:

Consider and adopt on first and final reading Ordinance No. 2020-12 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:

- Resolution No. 2020-12
- Emergency order of the Mayor

EMERGENCY ORDINANCE 2020-12

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 May 2020.

APPROVED:

Connie B. Schroeder, Mayor

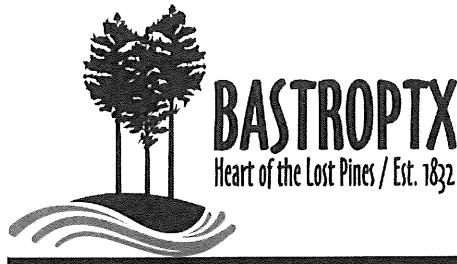
ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Exhibit A



EMERGENCY ORDER OF THE MAYOR

RE: COVID-19
E.O. # 2020- 3.B.
May 3, 2020

1. **Public Access to City Facilities Suspended:** Public access to certain City Facilities was closed and suspended in accordance with Emergency Order #2020-3 (as amended). Members of the public are not allowed to enter into or upon City Facilities, except for the particular premises specifically allowed, and subject to the conditions imposed therein.

This Emergency Order provides a limited, narrow exception regarding the ***Bastrop Public Library***.

2. **Purpose:** This restriction is intended to hinder the spread of the COVID-19 virus by furthering social distancing as advised by the U.S. CDC and Texas DSHS.
3. **Application:** This Emergency Order applies to persons, generally, and the public at-large. This restriction does not apply to those with official positions with the City of Bastrop, including City officers, employees, board / commission / committee members, or the invited guests of City officers or employees who are on-duty and have a business-related purpose for being at the City Facility.
4. **Exception:** This Emergency Order creates a limited, narrow exception to the closure of City Facilities under Emergency Order #2020-3 (as amended), deeming the premises to be partially-open for public use as provided below for those persons physically separated by a distance of at least six feet from persons of other households, and not congregating in groups of more than ten cumulative:

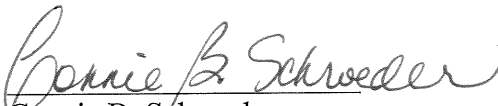
Bastrop Public Library: for drive-through, pickup service, only, in accordance with rules and policies promulgated by the Library Director.

Persons opting to utilize the premises allowed under this section are highly encouraged to wear personal protection equipment such as face coverings and gloves for their personal safety and the safety of others.

5. **Effective:** This Emergency Order is effective commencing ***Monday, May 4, 2020***.

6. **Duration:** This Emergency Order is temporary and shall be in effect for the duration of the Local State of Disaster unless earlier repealed.
7. **Penalty:** It shall be unlawful for any person willfully to do any act forbidden by this Emergency Order. Violations shall be punishable by a fine not to exceed one thousand dollars (\$1,000.00) for each violation in accordance with City of Bastrop Code of Ordinances Section 1.08.011 and 1.01.009, and Texas Government Code Section §418.173.
8. **Repealer:** Any prior or conflicting Emergency Order is hereby *repealed* to the extent necessary to effectuate this Emergency Order.
9. **Authority:** This Emergency Order is hereby enacted in accordance to the authority vested in my office pursuant to:
- Texas Government Code Chapter 418,
 - City of Bastrop Home Rule Charter Section 3.08,
 - City of Bastrop Code of Ordinances Article 1.08,
 - City of Bastrop Emergency Management Plan,
 - Bastrop County Preparedness & Response Plan (Pandemic Influenza), and
 - Declaration of Local Disaster executed on March 16, 2020 (as confirmed and extended by the City Council via Resolution R-2020-32 on March 16, 2020).
10. **Official Determination:** In my official capacity as Mayor, Emergency Management Director, and member of the Policy Coordination Group for Bastrop County, I consider this action to be reasonable, prudent, and necessary for the preservation of life, and disaster mitigation, response, and recovery. This Emergency Order is critical to protecting the public health, safety and welfare.

THUS ORDERED:

by: 
Connie B. Schroeder
Mayor, City of Bastrop



STAFF REPORT

MEETING DATE: May 12, 2020

AGENDA ITEM: 11B

TITLE:

Consider action to approve Resolution No. R-2020-38 of the City Council of the City of Bastrop, Texas approving Task Order No. PW2020-01 to 304 Construction for concrete ribbon curbing construction for the North Main Project (including Maple Street from N. Main Street to Pecan Street, Magnolia Street from N. Main Street to Pecan Street, Locust Street from N. Main Street to Pecan Street, and Water Street from Maple Street to Locust Street) in the amount of one hundred forty-one thousand eight hundred seventy-five dollars (\$141,875.00) attached as EXHIBIT A; priced according to the bid proposal sheet attached as EXHIBIT B; 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

BACKGROUND/HISTORY:

On March 24, 2020, the City Council approved 304 Construction as the qualified bidder in the area of qualified concrete construction. The Public Works Streets and Drainage division has put a great deal of effort into developing and planning the current RFP to ensure all future projects that entail the installation of ribbon curb are met with the same diligence. The current planned project is for 5675 LF of 12" W x 6" D, newly constructed ribbon curb for the N. Main Street Project. This includes the streets of Maple from N. Main to Pecan, Magnolia from N. Main to Pecan, Locust from N. Main to Pecan, and Water from Maple to Locust. Curbing allows rain from streets to drain into the newly maintained storm drainage. Also, by eliminating curbs and gutters, there are fewer costs associated with ribbon curb. Finally, the ribbon curb keeps the street edges intact and eliminates the future repair and maintenance of the "edge of street" due to sheathing or deterioration.

POLICY EXPLANATION:

City Council's commitment to sustainability is a driving force that continually promotes future planning of the Storm Drainage system.

FUNDING SOURCE:

The funds for the N. Main ribbon curbing were budgeted for FY20 and reflected in the Capital Outlay on page 297 of the budget book.

RECOMMENDATION:

Consider action to approve Resolution No. R-2020-38 of the City Council of the City of Bastrop, Texas approving Task Order No. PW2020-01 to 304 Construction for concrete ribbon curbing construction for the North Main Project (including Maple Street from N. Main Street to Pecan

Street, Magnolia Street from N. Main Street to Pecan Street, Locust Street from N. Main Street to Pecan Street, and Water Street from Maple Street to Locust Street) in the amount of one hundred forty-one thousand eight hundred seventy-five dollars (\$141,875.00) attached as EXHIBIT A; priced according to the bid proposal sheet attached as EXHIBIT B; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution R-2020-38
- EXHIBIT A Task Order No. PW2020-01 (and Exhibits)
- EXHIBIT B Bid Proposal Sheet

RESOLUTION NO. R-2020-38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING TASK ORDER NO. PW2020-01 TO 304 CONSTRUCTION FOR CONCRETE RIBBON CURBING CONSTRUCTION FOR THE NORTH MAIN PROJECT (INCLUDING MAPLE STREET FROM N. MAIN STREET TO PECAN STREET, MAGNOLIA STREET FROM N. MAIN STREET TO PECAN STREET, LOCUST STREET FROM N. MAIN STREET TO PECAN STREET, AND WATER STREET FROM MAPLE STREET TO LOCUST STREET) IN THE AMOUNT OF ONE HUNDRED FORTY-ONE THOUSAND EIGHT HUNDRED SEVENTY-FIVE DOLLARS (\$141,875.00) ATTACHED AS EXHIBIT A; PRICED ACCORDING TO THE BID PROPOSAL SHEET ATTACHED AS EXHIBIT B; 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 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 current unmaintained edge of City maintained streets will soon result in constant and costly street maintenance repairs; and

WHEREAS, concrete ribbon curbing aids in keeping the street edges intact and eliminates the future repair and maintenance of the "edge of street" due to sheathing or deterioration; and

WHEREAS, the City of Bastrop has received all bids, and determined the best value contractor to be 304 Construction; and

WHEREAS, the Task Order No. PW2020-01 provides for essential ribbon curbing to the current N. Main Street Project.

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 the Task Order No. PW2020-01 to 304 Construction in the amount of One Hundred Forty-One Thousand Eight Hundred Seventy-Five Dollars (\$141,875.00) for concrete ribbon curbing for the N. Main ribbon curbing.

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 is resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop
this 12th day of May, 2020.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Task Order No. PW2020-01

EXHIBIT A to Resolution No. R-2020-38

City of Bastrop, Texas (OWNER)
and 304 Construction, LLC (CONTRACTOR)

Pursuant to Construction Contract for Concrete Ribbon Curbing dated March 24, 2020

Project Information

Project Name: North Main Ribbon Curbing Project

Services Description: Construction of concrete ribbon curbing (in accordance with City plans attached as Exhibit B).

Scope of Services

CONTRACTOR will provide the following Services to OWNER:

1. Construction of concrete ribbon curbing for North Main Street including:
 - Maple Street from N. Main Street to Pecan Street,
 - Magnolia Street from N. Main Street to Pecan Street,
 - Locust Street from N. Main Street to Pecan Street, and
 - Water Street from Maple Street to Locust Street.
2. Fulfill all of CONTRACTORS duties as specified in the Construction Contract for Concrete Ribbon Curbing dated March 24, 2020 (attached as Exhibit A).

Compensation

OWNER shall compensate CONTRACTOR for Services under this Task Order in a lump sum of \$141,875.00 (5675LF @ \$25.00LF) in accordance with CONTRACTOR'S proposal (attached as Exhibit C) at the conclusion of the project and following final approval and acceptance by the OWNER.

Schedule

Services will begin following execution of this Task Order, which is anticipated on May 13, 2020. Services are anticipated to commence on June 1, 2020 and estimated for completion by June 22, 2020.

TASK ORDER AUTHORIZATION AND ACCEPTANCE:

CONTRACTOR:

304 CONSTRUCTION, LLC.

OWNER:

CITY OF BASTROP

Owner/Authorized Agent Date

City Manager Date

City Secretary Date

CONSTRUCTION CONTRACT

THIS CONTRACT made this the 24th day of March, 2020, by and between **304 Construction, LLC**, hereinafter called the "*Contractor*", and the **City of Bastrop**, hereinafter called "*City*," acting herein by its City Manager, Trey Job hereunto duly authorized.

WITNESSETH, that the Contractor and the City for the considerations stated herein mutually agree as follows:

ARTICLE 1. STATEMENT OF WORK. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services that are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable. The Contractor shall perform and complete all work required for the construction of the Improvements embraced in the Project; namely, **concrete ribbon curbing** and required supplemental work, all in strict accordance with the RFP attached as Exhibit "A" and plans attached as Exhibit "B". All Work shall be performed in a good and workmanlike manner according to industry standards. The parties agree that the RFP and the addenda to this Contract is a description of Contractor's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites.

ARTICLE 2. CONTRACTOR'S DUTIES.

A. Construction. Contractor shall construct all improvements embraced in the ribbon curbing projects as described in Exhibit "A" and Exhibit "B".

B. Labor and Materials. The Contractor shall furnish all labor, materials, mechanical workmanship, transportation, equipment, and services necessary for the completion of the work described in this Contract and in accordance with the plan as attached in Exhibits "A" and "B" to conduct the construction required under this Contract in an efficient manner.

C. Completion of Work. A list of projects will be provided throughout the year. Once the list is provided, the Contractor will have ten (10) days to begin construction. Once work commences, all work must be completed within:

D. Reporting. Upon City's request, Contractor will make written reports noting the progress of the project. Contractor shall conduct business in good faith displaying professionalism and a courteous manner in dealings with the citizens of the City. Contractor will report to the City's Assistant Public Works Director, verbally or in writing, any conflicts between Contractor and any citizen in the course of performing said duties.

E. Records. Contractor shall maintain complete and accurate records of work performed for the City. Contractor shall manage both public and confidential records that Contractor obtains pursuant to this Agreement with the understanding that some records may be subject to state open government laws. The City reserves the right to audit the records, as may pertain to the bid and performance, during the term of the Agreement and for three (3) years after the Agreement is completed. Contractor shall comply with the City's public information policies.

F. Compliance with Laws. Contractor shall comply with all federal, state and local laws, ordinances, rules and regulations, and lawful orders of any public authority bearing on the performances of the services.

G. Local Goods and Services. In accordance with this Agreement, Contractor agrees to use diligent efforts to purchase all goods and services from Bastrop businesses whenever such goods and services are comparable in availability, quality and price.

H. Invoicing. Contractor shall prepare an invoice for work completed and submit the invoice to the City for payment. Incomplete or inaccurate invoices shall be returned to the Contractor for correction and re-submittal. Invoice shall include a description of the project, type of work performed, and bid number. All payment terms shall be "Net 30 Days". No oral statement of any person shall modify or otherwise change, or effect the terms, conditions or specifications stated in the Agreement.

I. Insurance. Contractor shall assume all risk and liability for accidents and damages that may occur to persons or property during the performance of the work under this Contract. Contractor shall not be covered by the City's liability carrier. Contractor shall, at its sole expense, maintain during the full term of this Contract insurance coverage with insurers licensed to do business in the State of Texas and acceptable to the City. The Contractor shall comply with all insurance requirements contained in Exhibit "C", including maintaining worker's compensation and liability coverage, in stated amounts, and providing proof of such coverage. Contractor to provide a copy of insurance coverage as defined in Exhibit "C", within five (5) business days after notification of intent to award.

J. Payment and Performance Bonds: Contractor must provide bonds in the amounts and on the conditions required, within fifteen (15) working days after notification of intent to award and in accordance with the provisions of the Texas Government Code Chapter 2253, Subchapter B, §2253.021, as amended, as provided for within the bid documents.

(a) Performance Bond. A good sufficient bond in an amount not less than 100 percent of the approximate total amount of the contract, as evidenced by the bid tabulation, or otherwise guaranteeing the full and faithful execution of the work and performance of the contract in accordance with the plans, specifications and contract documents, including any extensions thereof, shall be provided for the protection of the City.

(b) Payment Bond. A good and sufficient bond in an amount not less than 100 percent of the approximate total amount of the contract, as evidenced by the bid tabulation, or otherwise, guaranteeing the full and proper payment of all claimants supplying labor and materials in the prosecution of the work provided for in said contract and for the use of each claimant.

C. Warranty and Maintenance Bond. The Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during the warranty period of two (2) years after the date of final acceptance of the work by the City, and further agrees to indemnify and hold the City harmless from any costs encountered

in remedying such defects. Contractor shall agree to supply a two (2) year maintenance bond to the City at the time of acceptance of the work.

ARTICLE 4. THE CONTRACT PRICE. The contract price shall be attached to the statement of work per task and enumerated with a job number to include the fiscal year for example. (PW2020-01) The City is exempt from sales tax.

ARTICLE 5. THE CONTRACT.

A. Contract Components. The executed contract documents shall consist of the following components:

1. This Contract;
2. Exhibit "A" RFP
3. Exhibit "B" Plans
4. Exhibit "C" Insurance Requirements.

This Contract, together with other documents enumerated in this ARTICLE 5, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision of an Exhibit conflicts with a provision in this Contract, the provisions in this Contract prevails.

B. Duration. This Contract shall be in effect for a period of one year (12 months) from date of Council approval, unless terminated as provided below or if all work associated with Contract is completed.

C. Termination. Either party may terminate this Contract by a thirty (30) day written notice. The City reserves the right to terminate the Agreement immediately in the event the Contractor fails to either:

- (a) Meet delivery schedules;
- (b) Otherwise conform to these specifications.

Breach of contract or default authorizes the City to award bid to another bidder, purchase elsewhere, and charge the full increase in cost to the defaulting Contractor.

E. Relationship of Parties. It is understood by the parties that Contractor and the Contractor's employees are independent contractors with respect to the City and not employees of the City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Contractor or Contractor's employees.

F. Employees. Contractor employees, if any, who perform services for City under this Contract shall also be bound by the provisions of this Contract. At the request of City, Contractor shall provide adequate evidence that such persons are Contractor's employees.

G. Mandatory Disclosures. Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas

Local Government Code Chapter 176) and the Affidavit regarding Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270). The Contractor must also fill out Form 1295, as required by the Texas Ethics Commission, and submit it to the City. The form may be found here: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

H. Assignment. Contractor's obligation under this Contract may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City.

I. Notice. All notice required or permitted under this Contract shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

For the City:

Attention: City Manager
City of Bastrop
P.O. Box 427
Bastrop, TX 78602
512-332-8800

For the Contractor:

Attention: Adam Meuth
304 Construction, LLC
1083 FM 812, Suite I-9
Cedar Creek, TX 78612
512-718-4463

Either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received three (3) days after deposit in U.S. mail.

J. Entire Contract. This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes any prior written contracts between the parties. If a conflict exists between this Contract and Exhibit "A", this Contract shall prevail.

K. Amendment. This contract may be modified or amended only if the amendment is made in writing and is signed by both parties.

L. Severability. If any provision of this Contract shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

M. Waiver of Contractual Right. The failure of any party to enforce any provision of this Contract shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of the Contract.

N. Applicable Law. The laws of the State of Texas shall govern this Contract. The prevailing party agrees to pay reasonable attorney fees, all costs of court, and any other expenses incurred in the event of a litigated dispute between the parties to the extent allowed by law.

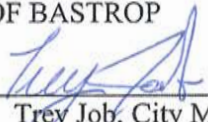
O. Venue. The venue for any and all legal disputes arising under this Contract shall be Bastrop County, Texas.

P. INDEMNIFICATION. CONTRACTOR HEREBY RELEASES, AND SHALL CAUSE ITS INSURERS, ITS SUBCONTRACTORS, TO RELEASE CITY AND ITS AGENTS AND ASSIGNS FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION WHICH CONTRACTOR, ITS INSURERS, AND/OR ITS SUBCONTRACTORS MIGHT OTHERWISE POSSESS RESULTING IN OR FROM OR IN ANY WAY CONNECTED WITH ANY LOSS COVERED OR WHICH SHOULD HAVE BEEN COVERED BY INSURANCE MAINTAINED AND/OR REQUIRED TO BE MAINTAINED BY CONTRACTOR AND/OR ITS SUBCONTRACTORS PURSUANT TO THIS CONTRACT, EVEN IF SUCH CLAIMS OR CAUSES OF ACTION ARISE FROM OR ARE ATTRIBUTED TO THE SOLE OR CONCURRENT NEGLIGENCE OF ANY CITY AGENT OR FROM STRICT LIABILITY.

Q. Force Majeure. No party to this Contract shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible, or which is not in its control.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed:

CITY OF BASTROP

By 
Title: Trey Job, City Manager

ATTEST:


Ann Franklin, City Secretary

By 304, construction, LLC
(The Contractor)

Corporate Certifications

I, Wayne Muth, certify that I am the Secretary/Treasurer of the corporation named as Contractor herein; that Wayne Muth-pres who signed this Contract on behalf of the Contractor, was then President of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate
Seal


(Corporate Secretary)

EXHIBIT A



**City of Bastrop
INVITATION TO BID**

BID REFERENCE NUMBER: PW-2020-01

**PROJECT TITLE: ANNUAL PRICE AGREEMENT FOR CONCRETE
RIBBON CURBING**

BID DEADLINE AND OPENING: MARCH 9, 2020 AT 2:00 P.M.

Bidders must submit complete original Bid Packet
No bids submitted after the above deadline will be accepted.

Contact: **Curtis Hancock, Assistant Director of Public Works at
chancock@cityofbastrop.org.**



The City of Bastrop is accepting Competitive Sealed Bids for an **Annual Price Agreement for Concrete Ribbon Curbing** for a period of one (1) year.

BIDDERS MUST SUBMIT THE COMPLETE ORIGINAL BID PACKET. They will be received by the City Secretary's office, located at 1311 Chestnut Street, PO Box 427, Bastrop, Texas 78602 **UNTIL 2:00 P.M. LOCAL TIME, March 9, 2020.** Thereafter, bids will be publicly opened and read aloud for products/services listed above.

Specifications, bid proposal forms and instructions to bidders are posted on **www.cityofbastrop.org** for vendors to download. The City is not responsible for any vendor's costs associated in the preparation of the bid. Also, should a vendor bid an alternate, any test costs to prove equality of product will be at the expense of the vendor, not the City of Bastrop.

Any bids received after the time and date listed above, **regardless of the mode of delivery,** shall be returned unopened.

Any technical questions should be directed to Curtis Hancock, Assistant Public Works Director at chancock@cityofbastrop.org.

The City of Bastrop reserves the right to reject any or all bids, in whole or part, to waive any informality in any bid, and to accept the bid which, in its discretion, in the best interest of the City of Bastrop.

BIDDERS-READ VERY IMPORTANT

*** VENDOR IS TO SUBMIT THE COMPLETE ORIGINAL BID PACKET TO FACILITATE EVALUATION. IF THE COMPLETE ORIGINAL BID PACKET IS NOT SUBMITTED, YOUR BID MAY BE CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION. ***

BID PACKET

You must submit every document specified in the bid packet.

PERIOD OF CONTRACT:

Contract will be for a period of one (1) year from the date of City Council approval.

GENERAL CONDITIONS:

This contract shall be for the primary purpose of providing Concrete Improvement services. However, the City of Bastrop reserves the right to purchase services from the next two lowest bidders should the primary vendor (low bidder) be unable to supply the requirements of the City. The next lowest bidder shall be called, if also unable to supply, the third lowest bidder shall be called. If none of the three lowest bidders are able to supply services as required, the City of Bastrop reserves the right to purchase services on the open market.

ORDERING:

Material and/or services furnished under this contract shall be ordered by the issuance of a purchase order by the City of Bastrop.

CANCELLATION OF CONTRACT:

The City of Bastrop may terminate this contract with a thirty (30) day written notice.

INVOICING AND INSURANCE:

Invoices and insurance will be sent to the following:

City of Bastrop Public Works Department
C/O Assistant Director of Public Works
PO Box 427
Bastrop, TX 78602

NON-APPROPRIATION FUNDS:

Non-appropriation of funds for services or purchases by the City of Bastrop shall render this contract null and void.

INSURANCE REQUIREMENTS:

Please read the City of Bastrop insurance requirements. Make sure you can meet them as listed. If you are awarded the bid, you must be able to obtain the necessary insurance within five (5) days.

QUESTIONS:

Any technical questions regarding these specifications or contract may be directed to Curtis Hancock, Assistant Public Works Director, at chancock@cityofbastrop.org on Monday through Friday, between the hours of 7:00 a.m. and 3:30 p.m.

INTENT

It is the intent of these specifications to describe the Concrete Improvements for which the City of Bastrop is requesting bids, in order to establish an annual contract. The contract awarded as a result of this Invitation to Bid shall be for a period of one (1) year from the date of the award.

- Successful bidder will be awarded a contract for one (1) year from date of Council approval.
- The contract may be terminated by either party upon written thirty (30) days' notice prior to cancellation. Continuing non-performance of the vendor in terms of following specifications shall be a basis for termination by the City of this contract.
- The City may award orders to secondary vendors in cases where contract cannot be fulfilled by the primary source receiving the award.

MINIMUM SPECIFICATIONS

The City of Bastrop is requesting bids for concrete ribbon curbing. Bids should include the complete cost for new ribbon curb construction and the complete cost for excavation, grading and sawcutting. All improvements shall meet the City of Bastrop specifications per Exhibit A. Low bidder is to supply all barricades and plates in conformance with the Texas Manual on Uniform Traffic Control Devices for Streets and Highways.

A list of projects to be completed will be provided to the contractor throughout the year. Once the list of projects is received, the Contractor will have ten (10) days to begin construction.

PERFORMANCE AND PAYMENT BONDS: The Government Code mandates that a city contracting for public work in excess of \$50,000 shall require its contractor to execute a payment bond solely for the protection of beneficiaries who supply materials or labor to the public works project and have a direct contractual relationship with the contractor.

The Government Code also mandates that a city contracting for public work in excess of \$100,000 shall require its contractor to execute a performance bond solely for the protection of the city. The performance bond protects the city in the event of a contractor default and/or termination. Both the payment and performance bonds must be written for the total contract value and should be executed by a corporate surety in accordance with the Insurance Code prior to commencement of the work.

TERMINATION CLAUSE: Either party may terminate this agreement by providing the other party thirty (30) days prior written notice to terminate.

BID PROPOSAL SHEET

Quantities listed below are estimates only. The City of Bastrop does not agree to buy a minimum or maximum quantity during the course of this contract.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>TOTAL PRICE</u>
1.	New 12" reinforced 3,000 PSI ribbon curb with limestone aggregate, no fly ash, complete in place.	Less than 500 LF	<u>35</u>
		501 to 4,000 LF	<u>30</u>
		4,001 to 10,000 LF	<u>25</u>

SIGNATURE AND COMPANY INFORMATION

Company Name	304 Construction LLC
Mailing Address	1083 FM 812 Suite I-9
Physical Address	" " "
City, State, Zip Code	Cedar Creek TX 78612
Phone Number	512-718-4463
Fax Number	512-581-7998
Email Address	Meuth304construction@yahoo.com
Tax ID Number	81-5107808
Signature of Authorized Agent	
Printed Name of Authorized Agent	Adam Meuth
Title	Agent
Date	3-6-20

SUBMITTAL OF BID:

REMEMBER, EACH VENDOR IS TO SUBMIT THE COMPLETE ORIGINAL BID PACKET TO FACILITATE EVALUATION. IF THE COMPLETE ORIGINAL BID PACKET IS NOT SUBMITTED, YOUR BID MAY BE CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION.

Be sure envelope is completely and properly identified and sealed, showing the bid number, bid due date and bid name in the lower left-hand corner. Failure to comply may result in a late bid delivery.
LATE BIDS WILL NOT BE ACCEPTED!

Mailing Address or Hand Delivery or Delivery Service

**City of Bastrop, City Hall
City Secretary's Office
1311 Chestnut Street
PO Box 427
Bastrop, Texas 78602**

PROPERLY IDENTIFIED ENVELOPE (10" x 13" Clasp or Sealed Envelope)

(RETURN ADDRESS)

(STAMP)

**CITY OF BASTROP
CITY SECRETARY'S OFFICE
1311 CHESTNUT STREET
PO Box 427
BASTROP, TEXAS 78602**

BID NUMBER: PW-2020-01

BID DUE DATE: MARCH 9, 2020 AT 2:00 P.M.

BID NAME: ANNUAL PRICE AGREEMENT FOR CONCRETE IMPROVEMENTS

SUPPLEMENTAL INFORMATION

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare and affirm that no person or officer in this sole proprietorship, partnership, corporation, or board has, or will have during the term of this contract, a prohibited interest as that term is defined in Article 1.15, Divisions 1,2, and 3. Code of Ethics, or Conflict of Interest, of the City of Bastrop City Charter and Articles, of the Bastrop Code of Ordinances.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

304 Construction LLC

Name of Contractor

By: _____

(Signature)

Adam Meeth

(Print Name)

Agent

(Title)

Date: _____

3-6-20

STATE OF TEXAS

§

COUNTY OF BASTROP

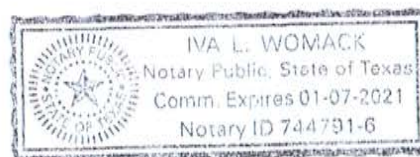
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SUBSCRIBED AND SWORN TO before me this 6th day of March, 2020.

Iva L. Womack

Notary Public, State of TEXAS



STATE RECIPROCAL REQUIREMENT

The City of Bastrop, as a governmental agency of the State of Texas, may not award a contract for general construction, improvements, services or public works projects or purchases of supplies, materials, or equipment to a non-resident bidder unless the non-resident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder to obtain a comparable contract in the state in which the non-resident's principal place of business is located (Article 601 g v.t.e.s.).

Bidder shall answer all the following questions by encircling the appropriate response or completing the blank provided.

1. Where is your principal place of business? Texas
2. Only if your principal place of business is not in the State of Texas, please indicate:
 - A. In which state is your principal place of business located? _____
 - B. Does that state favor resident bidders (bidders in your state) by some dollar increment or percentage? YES NO
 - C. If "YES," what is that dollar increment or percentage? _____

NON-COLLUSION STATEMENT

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporations, firms, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employer or agent to any other person engaged in this type of business prior to the official opening of this bid.

EXECUTION OF OFFER

It is understood by the undersigned that the right is reserved by the Bastrop City Council to reject any or all written Proposals for this service. The prices stated in response to the RFP includes the furnishings of all products. In compliance with this RFP, and subject to all of the conditions herein, the undersigned offers and agrees to furnish any or all commodities or services at the prices quoted.

Signing this Proposal with a false statement is a material breach of Contract and shall void the submitted Proposal or any resulting Contracts and the Proposer may be removed from all Proposal lists. By signature below the Proposer certifies that it has not given, offered to give nor intends to give any economic opportunity, future employment, gift, loan, gratuity, discount, trip, favor or service to anyone in connection with this Proposal.

Company Name	304 Construction LLC
Mailing Address	1083 FM 812 Suite I-9
Physical Address	" " "
City, State, Zip Code	Cedar Creek TX 78612
Phone Number	512-718-4463
Fax Number	512-581-7998
Email Address	Meuth304Construction@yahoo.com
Signature of Authorized Agent	
Printed Name of Authorized Agent	Adam Meuth
Title	Agent
Date	3-6-20

ACCOUNTS REFERENCE LISTING

All bidders should enclose an Accounts Reference Listing, having a minimum of five customers where the bidder has supplied the items listed in this bid.

Please list Company Name, Address, and Person to Contact and Phone Number

1. ~~West~~ Circuit of The Americas
Rick Abbot 860-771-3737
9201 Circuit of The Americas Blvd Austin TX
2. Bennett Paving
Brian Bennett 512-450-3186
23004 Windy Valley Rd Leander TX
3. Stern and Stern
Scott Botz 512-569-7852
301 TX-71 #108 Bastrop TX 78602
4. PGA - Austin Country Club
Groff Hill 520-591-1714
4408 Long Champ Dr Austin TX
5. Design Drywall
Wayne Meuth - 512-940-3021
1083 FM 812 Suite A Cedar Creek TX

COMPANY NAME: 304 Construction LLC

SIGNATURE: 

PRINTED NAME: Adam Meuth

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) are encouraged to participate in City of Bastrop's bid process. The City contact referenced on this Invitation to Bid will provide additional clarification on specifications, assistance with Bid Proposal Forms and further explanation of bidding procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

The City of Bastrop recognizes the certifications of both the State of Texas General Services Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact

State of Texas HUB Program
Texas Building Procurement Com.
PO Box 13047
Austin, TX 78711-3047
(512) 463-5872

OR

North Central Texas
Regional Certification Agency
624 Six Flags Drive, Suite 216
Arlington, Texas 76011
(817) 640-0606

If your company is already certified, attach a copy of your certification to this form and return with your bid.

Company Name	N/A
Mailing Address	
Physical Address	
City, State, Zip Code	
Phone Number	
Fax Number	
Email Address	
Signature of Authorized Agent	
Printed Name of Authorized Agent	
Title	
Date	

CHECK ALL THAT APPLY:

Minority-Owned Business Enterprises

☐

Women-Owned Business Enterprises

☐

Disadvantaged Business Enterprises

☐

CITY OF BASTROP
COOPERATIVE PURCHASING FORM

Should other Government Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications, and pricing would apply?

Yes ☒

No ☐

If you, the Vendor checked yes, the following will apply: Government entities utilizing Inter-Governmental Contracts with the City of Bastrop will be eligible, but not obligated, to purchase materials/services under this contract(s) awarded as a result of this bid. All purchases by Governmental Entities other than the City of Bastrop will be billed directly to that Governmental Entity and paid by that Governmental Entity. The City of Bastrop will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their own material/service as needed.

CITY OF BASTROP

INDEMNIFICATION

The Contractor agrees to indemnify, hold harmless and defend the City of Bastrop, its officers, agents and employees, both past and present, from and against liability for any and all claims, liens, suits, demands, and actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, (including court costs, attorneys' fees and other reasonable costs of litigation) arising out of or resulting from Contractor's work and activities conducted in connection with or incidental to this Contract and from any liability arising out of or resulting from intentional acts or negligence of the Contractor, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of Contractor, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.

It is the express intention of the parties hereto, both the City and the Contractor, that the indemnity provided for in this Contract indemnifies and protects the City from the consequences of the Contractor's own negligence.

The Contractor further agrees that it shall at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, employees, subcontractors, licensees, invitees, and other persons, as well as their property, while in the vicinity where the work is being done. It is expressly understood and agreed that City shall not be liable or responsible for the negligence or other fault of the Contractor, its officers, agents, employees, subcontractors, licensees, invitees, or other persons associated with the Contractor.

The Contractor agrees to indemnify and save the City harmless from all claims growing out of any demands of subcontractors, laborers, workers, mechanics, materialmen, and furnishers of supplies, equipment, financing or any other goods or services, tangible or intangible. When the City so desires, the Contractor shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

INDEPENDENT CONTRACTOR

Contractor acknowledges that Contractor is an independent contractor of the City and that Contractor is not an employee, agent, official or representative of the City. Contractor shall not represent, either expressly or through implication, that Contractor is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Contractor.

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

I understand that the indemnification and Independent Contractor provisions are requirements of all City of Bastrop Contracts. I have read the provisions and agree to the terms of these provisions.

304 Construction LLC
Company Name

[Signature]
Signature

Agent
Title

2-9-20
Date

CITY OF BASTROP INSTRUCTIONS TO BIDDERS

1. ELIGIBLE BIDDERS

Bidders are limited to those persons or firms qualified and engaged in a full-time business and can assume liabilities for any performance or warranty service required.

2. BID DELIVERY

Bids must be received in the City Secretary's office prior to the due date and time. It is the sole responsibility of the Bidder to ensure timely delivery of the Bid. The City will not be responsible for failure of service on the part of the U.S. Postal Office, courier companies, or any other form of delivery service chosen by the bidder. Late bids will be returned to the bidder unopened.

Vendors are reminded that the U.S. Postal Service deliveries may be delayed. Vendors are responsible for on-time deliveries of bid documents to the City of Bastrop, and are strongly encouraged to use alternate means, such as overnight/hand delivery carriers, or allow ample time for USPS deliveries to be received in time. Additionally, local courier firms and copy shops may accept fax copies, seal them and deliver to the City, for fees, for which the vendor bears responsibility.

3. BID DOCUMENTS

Review of Documents: Bidders are expected to examine all documents that make up the bid. Bidders shall promptly notify the City of any omission, ambiguity, inconsistency or error that they may discover upon examination of the bid. Bidders must use a complete bid to prepare bids. The City assumes no responsibility for any errors or misrepresentations that result from the use of incomplete bids.

Location of Documents: The Department Head or designee issues Bids. The location and phone number is specified in the advertisement and the bid.

Preparation of Bid: Each bidder must furnish the information required by the bid on the documents provided. Bids submitted on other than the forms included in the bid package may be considered non-responsive. Any attempt to alter the wording in the bid may result in rejection of the bid.

Taxes: Purchases of Goods or Services for City use are usually exempt from City, State, and most Federal Taxes. Bids may not include exempted taxes. The successful bidder should request a Tax Exemption Certificate from the Purchasing Division if needed. Under no circumstances shall the City be liable to pay taxes for which the City has an exemption.

Brand Name or Equal: If the bid indicates brand name or "equal" products are acceptable, the bidder may bid an "equal" product as an alternate bid but must be prepared to demonstrate those features that render it equal. Final determination of a product as an "equal" solely remains with the City.

Delivery Time: Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility. Delivery time, if stated as a number of days, will be based on calendar days. Time is of the essence in any City purchase. If the indicated date cannot be met, or the date is not indicated, the bidder shall state its best delivery time. Failure to meet delivery times quoted may be grounds for cancellation of contract.

Prices: Bids shall be firm unless otherwise specified. In the event of a discrepancy between unit price and extended price, the unit price shall govern.

Signature: The bidder must sign each document in the bid requiring a signature (When Applicable). If addenda are issued, the bidder must initial any physical change made to the bid.

Bid bond: If a bid bond is required for this purchase, the requirement will be reflected in the minimum specifications of the bid package. Cashier's check or an acceptable bid bond in the amount indicated (or in the amount of 5% of the total of the bid submitted) must be submitted at the time the bid is submitted. The bid bond company must be licensed to do business in the state of Texas.

Proprietary Information: All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a bidder does not desire proprietary information in the bid to be disclosed, each page must be identified and clearly marked proprietary at time of submittal. The City will, to the extent allowed by law, will endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

Bid Preparation Costs: All costs associated with preparing a bid in response to a bid solicitation shall be borne by the bidder.

Payment Terms: All payment terms shall be "Net 30 Days" unless specified in the bid document.

Credentials: Copies of W-9, business licenses, professional certifications or other credentials, together with evidence that Bidder, if a corporation, is in good standing and qualified to conduct business in Texas must be included in the bid packet.

4. SUBMISSION OF BIDS

Unless otherwise specified, bidders are required to submit the following:

- "original" signed bid packet;
- one (1) **copy** of original bid packet;
- flash drive of completed bid packet documents

Documents Required With Bid: ALL DOCUMENTS MUST BE SUBMITTED WITH EACH BID PRIOR TO THE DUE DATE.

Addendums: Receipt of Addendums must be acknowledged by signing and returning Addendums with the bid, if requested. It is the bidder's responsibility to obtain, review, sign and return any and all addendums, if requested. Addendums are available through www.cityofbastrop.org (When Applicable) and in the City Secretary's office. Failure to return any and all issued addendums, if requested may adversely affect the bidder's opportunity for award.

5. MODIFICATIONS OR WITHDRAWAL OF BIDS

Modification of Bids: Bids may be modified in writing at any time prior to the due date and time.

Withdrawal of Bids: Bids may be withdrawn in writing or by facsimile (provided that the facsimile is signed by the bidder) at any time prior to the due date. A bid may also be withdrawn in person by a bidder, provided the withdrawal is made prior to the due date. The bidder must sign a receipt of withdrawal.

No bids may be withdrawn after the due date without forfeiture of the bid security (if required), unless there is a material error in the bid. Withdrawn bids may be resubmitted, with or without modifications, up to the due date. The City may require proof of agency from person withdrawing bid.

6. OPENING OF BIDS

The Public Works department representative responsible for opening bids shall confirm the time and announce the bid opening. The representative shall then personally and publicly open and read aloud all bids received on time.

7. EVALUATION FACTORS AND AWARD

Evaluation: Bidders may furnish pricing for all or any portion of the bid (unless otherwise specified). However, the City may evaluate and award the contract for any item or group of items shown on the bid, or any combination deemed most advantageous to the City. Bids that specify an "all or none" award may be considered if a single award is advantageous.

Award: The City of Bastrop shall award the bid to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City. When determining the "best value", the following (example) criteria will be considered as amended in section 252.043 of the Texas Local Government Code:

1. Purchase Price;
2. Reputation of the bidder and the bidder's goods/services;
3. Quality of the bidder's goods or services;
4. Extent to which the goods or services meet the municipality's needs;
5. Bidder's past relationship with the municipality;
6. Impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities;
7. Total long-term cost to the municipality to acquire the bidder's goods or services; and
8. Any relevant criteria specifically listed in the request for bids or proposals.

Total long-term cost may include specification conformance, delivery requirements, the life expectancy, cost of maintenance and operation, operating efficiency, training requirements, disposal value, warranties and other factors contributing to the overall acquisition cost of the product/services.

Acceptance of Bid: Acceptance of a bid for a one-time purchase will be in the form of a Purchase Order. Acceptance of a bid for a supply or service agreement will also be in the form of a Purchase Order. Subsequent purchase releases may be issued as appropriate. The contents of a bid shall become a part of the contract. Under no circumstances will the City be responsible for goods or services provided without an acceptance signed by an authorized City representative.

Reservations: The City expressly reserves the right to:

1. Specify approximate quantities in the bid;
2. Extend the bid opening date and time;
3. Consider and accept alternate bids, if specified in the bid documents, when most advantageous to the City;
4. Waive as an informality minor deviations from specifications, provided they do not affect competition or result in functionally unacceptable goods or services;
5. Waive any minor informality in any bid or bid procedure (a minor informality is one that does not affect the competitiveness of the bidder);
6. Add additional terms or modify existing terms in the bid;
7. Reject a bid because of unbalance unit bid prices;
8. Reject or cancel any or all bids;
9. Reissue a bid; and/or
10. Procure any item by other means.

8. POST-BID DOCUMENTS REQUIRED FROM SUCCESSFUL BIDDER

Certificates of Insurance: When insurance is required, the bidder must provide certificates of insurance in the amounts and for the coverage required to the Public Works Department within five (5) business days after notification of intent to award, or as otherwise required by the bid specifications.

Payment, Performance, and Maintenance Bonds: If payment, performance, and/or maintenance bonds are required, the bidder must provide the bonds, in the amounts and on the conditions required, within fifteen (15) working days after notification of intent to award, or as otherwise required by the bid specifications.

9. CONTRACTOR SELECTION

If awarded, the contract shall be based on the City's evaluation criteria and compliance with bid requirements.

10. COMPLIANCE WITH LAWS

The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules and regulations, and lawful orders of any public authority bearing on the performances of the services. This agreement and the rights and obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of Texas. The Contractor warrants and covenants to the City that all services will be performed in compliance with all applicable federal, state, county, and city health and safety codes, rules and ordinances including, but not limited to, the Texas Industrial Safety and Health Act, and the Workers Right to Know Law.

CITY OF BASTROP STANDARD TERMS AND CONDITIONS

1. **INSTRUCTIONS:** READ THIS DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

Standard Terms and Conditions apply to all advertised bids; however, these may be superseded, whole or in part, by the **Instructions to Bidders** or data contained herein.

***** VENDOR TO SUBMIT THE COMPLETE ORIGINAL BID PACKET TO FACILITATE EVALUATION. IF THE COMPLETE ORIGINAL BID PACKET IS NOT SUBMITTED, YOUR BID MAY BE CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION. *****

2. SHOULD YOU CHOOSE NOT TO BID, FAILURE TO RETURN THE FORM STATING YOUR REASON FOR NOT BIDDING BEFORE THE RESPONSE DUE DATE/TIME MAY RESULT IN REMOVAL OF YOUR FIRM FROM THE BIDDER'S LIST.
3. **These Standard Terms and Conditions apply to any procurement of product or services.**
4. **MAKE-MODEL:** Please quote as listed or give equal. If item offered is other than as indicated, bidder must state make, model, and part number of product quoted. Equality will be determined by the specifications.
5. **SPLIT-AWARDS:** The City of Bastrop reserves the right to award a separate contract to separate vendors for each item/group, or to award one contract for an entire bid.
6. **ALTERNATE AWARD:** The City of Bastrop reserves the right to award a vendor bid as an "ALTERNATE AWARD". The alternate vendor's bid shall remain in effect for the term of the awarded contract. Should the primary vendor become unable or unwilling to complete the contract term; the alternate vendor will be notified in writing of their official contract and start date. All terms and conditions of the original bid will remain in effect.
7. **PRICING:** Price(s) quoted must be held firm for ninety (90) days to allow for evaluation unless otherwise noted in the bid document.
8. **PAYMENT TERMS:** All Payment terms shall be net 30, and shall be made on approved invoices in accordance with the Texas Prompt Payment Act.
9. **SPECIFICATION-SAMPLES:** Any catalog, brand name, or manufacturer's reference in the Request for Bid/Quotation is descriptive and NOT restrictive, and is used to indicate type and quality level desired for comparison unless otherwise noted. Bids on brands of like nature and quality will be considered unless specifically excluded. If bidding on other than reference, bid must certify article offered is equivalent to specifications. Samples, if required, shall be furnished free of expense to the City. **SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.**
10. **DELIVERY PROMISE-PENALTIES:** Bids MUST show the number of calendar days required to placing the materials in the possession of the City. DO NOT quote shipping dates. Consistent failure of a bidder to meet his delivery promises without valid reason may be cause for removal from the Bidder's List. When Delivery delays can be foreseen, the bidder shall give prior notice to the Purchasing Division which shall have the right to extend the delivery due date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the Purchasing Division to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.
11. **PACKAGING:** Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free delivery and storage.
12. **CORRESPONDENCE:** The bid number must appear on ALL correspondence, inquiries, etc., pertaining to the bid/quotation.

13. **PATENT RIGHTS:** The vendor agrees to indemnify and hold the City Harmless from any and all claims involving patent right infringement or copyrights on goods supplied.
14. **EVALUATION:** Response to specification is primary in determining the Lowest Responsible Bid.
15. **FUNDING:** The City of Bastrop is a home-rule, municipal, government operated and funded on October 1st to September 30th fiscal year; accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available
16. **ASSIGNMENT:** The successful bidder shall not assign, sell, transfer or convey this contract in whole or in part, without the prior written consent of the City.
17. **AUDIT:** The City of Bastrop reserves the right to audit the records, as it pertains to this bid, and performance of the successful bidder during the term of the contract and for three years after the contract is completed.
18. **INSURANCE:** The City requires vendor(s) to carry the minimum insurance as required by State Law.
19. **PROTEST:** All protests regarding the bid solicitation process must be submitted in writing to the Department Head or designee listed in this document within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protest relating to alleged improprieties with the bidding process.
 - This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Council by contacting the City Secretary. All staff recommendations will be made available for public review prior to consideration by the City Council.
 - Failure to Protest within the time allotted shall constitute a waiver of any protest.
20. **BID SUMMARY SHEET:** Bidders desiring a copy of the bid summary/tabulation may request same by enclosing a self-addressed stamped envelope with bid. **BID RESULTS WILL NOT BE GIVEN BY TELEPHONE.** If you have any questions, please contact the City of Bastrop Public Works Department (512) 332-8920.
21. **LATE BIDS:** Bids received in the City Secretary's office after submission deadline shall be returned unopened and will be considered void and unacceptable. The City of Bastrop is not responsible for lateness of mail, carrier, etc.
22. **ALTERING BIDS:** Bid cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.
23. **PRESENTATION OF BIDS:** No oral, telegraphic, telephonic, or facsimile bids will be considered.
24. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or effect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made by the City of Bastrop in writing.
25. **ADDENDUMS:** Any interpretations, corrections, or changes to this Bid and Specifications will be made by an addendum. Sole authority to issue addendum shall be vested in the City of Bastrop. Addendum will be sent to all who are known to have received a copy of the Invitation to Bid. Bidders shall acknowledge receipt of all addendums by signing and returning in bid packet (if requested).
26. **CONTRACTOR SHALL,** release, defend, indemnify and hold harmless the City and its officers, agents and employees from and against all damages, injuries (including death), property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to, or resulting from the performance of the work or caused by the negligent act or omission of contractor, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom contractor is legally responsible (hereinafter "claims"). Contractor is expressly required to defend City against all such claims.

In its sole discretion, City shall have the right to select or to approve defense counsel to be retained by contractor in fulfilling its obligation hereunder to defend and indemnify city, unless such right is expressly waived by City in writing. City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to

do so. Any such action by City is not to be construed as a waiver of contractor's obligation to defend City or as a waiver of contractor's obligation to indemnify City pursuant to this contract. Contractor shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this contract. If contractor fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and contractor shall be liable for all costs incurred by City.

27. **TERMINATION FOR DEFAULT:** The City of Bastrop reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to either: 1) meet delivery schedules; or 2) otherwise conform to these specifications. Breach of contract or default authorizes the City to award bid to another bidder, purchase elsewhere, and charge the full increase in cost and handling to the defaulting successful bidder.
28. **TESTING:** City of Bastrop reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.
29. **REMEDIES:** The successful bidder and City of Bastrop agree that each party have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
30. **VENUE:** This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Bastrop County, Texas.
31. **SILENCE OF SPECIFICATION:** The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial products and practices are to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the specifications in this bid shall be made on the basis of this statement. The items furnished under this contract shall be new, unused, of the latest product in production to commercial trade, and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
32. **NO BIDS:** If bidder does not wish to bid at this time but wishes to remain on the bid list for this product/service, please submit a "NO BID" by the same time and at the same location as stated for bidding. If response is not received in the form of a "BID" or "NO BID" for three (3) consecutive request for bids/quotes, bidder shall be removed from bid list. If, however, you choose to "NO BID" this product and/or service and wish to remain on bid list for other commodities and/or services, please state particular product and/or service under which you wish to be classified. The City of Bastrop is very conscious and extremely appreciative of the time and effort you have expended to submit a bid. We would appreciate you indicating on your "NO BID" response any requirements of this bid request, which may have influenced your decision to "NO BID".
33. **F.O.B/DAMAGE:** Bids shall be F.O.B. inside Delivery, Municipal Facility, Bastrop, Texas, and shall include all delivery and packaging costs. The City of Bastrop assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.
34. **BID OPENINGS:** All bids submitted will be read at the City's regularly scheduled bid opening for the designated project. **However, the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive.**

The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Bastrop purchasing guidelines, and project documents, including but not limited to the project specifications and contract documents. The City will notify the successful bidder upon award of the contract and, according to state law, all bids received will be available for inspection at that time.
35. **TERMS:** The terms and conditions of the bid will be considered when evaluating for award. The City will compute and consider prompt payment discounts, if any, offered by a vendor in determining the low bid.
36. **NAME BRANDS:** Specifications may reference name brands and model numbers. It is not the intent of the City Of Bastrop to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to existing like items. Offerors may offer items to equal stature and the burden of proof of

such stature rests with offerors. City of Bastrop shall act as sole judge in determining equality and acceptability of products offered.

37. **RIGHT OF INSPECTIONS:** City shall have the right to inspect the goods upon delivery before accepting them. Vendor shall be responsible for all charges for the return to vendor of any goods rejected as being nonconforming under the specifications.
38. **CONTRACT RENEWALS:** Renewals may be made ONLY by written agreement between the City of Bastrop and the offeror.
39. **TITLE AND RISK OF LOSS:** The title and risk of loss of goods shall not pass to the City of Bastrop until the City actually receives and takes possession of the goods at the point (s) of delivery, after inspection and acceptance of goods.
40. **CONFLICT OF INTEREST:** The Contractor covenants and agrees that Contractor and its officers, employees, and agents will have no interest, including personal financial interest, and will acquire no interest, either directly or indirectly, which will conflict in any manner with the performance of the services called for under this Contract. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or services, except on behalf of the City or in compliance with the provisions of the City of Bastrop Personnel Policies and Procedures Manual. Any violation of this provision shall render this contract voidable at the discretion of the City.
41. **TARGET Bastrop:** In performing this contract, Contractors agrees to use diligent efforts to purchase all goods and services from Bastrop businesses whenever such goods and services are comparable in availability, quality, and price.
42. **DISABILITY:** In accordance with the provisions of the Americans With Disabilities Act of 1990 (ADA), Contractor warrants that it and any and all of its subcontractors will not unlawfully discriminate on the basis of disability in the provision of services to general public, nor in the availability, terms and/or conditions of employment for applicants for employment with, or employees of Contractor or any of its subcontractors. **Contractor warrants it will fully comply with ADA's provisions and any other applicable federal, state and local laws concerning disability and will defend, indemnify and hold City harmless against any claims or allegations asserted by third parties or subcontractors against City arising out of Contractor's and/or its subcontractor's alleged failure to comply with the above-referenced laws concerning disability discrimination in the performance of this contract.**
43. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the contract, in whole or in part, without cause any time upon thirty (30) days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease placing orders and all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent funds are appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
44. **NO THIRD-PARTY BENEFICIARY:** For purposes of this contract, including its intended operation and effect, the parties to this contract specifically agree and contract that: (1) the agreement only affects matters/disputes between the parties to this contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entity may be in a contractual relationship with City or Contractor or both; and (2) the terms of this contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or Contractor.

45. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A prospective bidder must affirmatively demonstrate bidder's responsibility. The City of Bastrop may request representation and other information sufficient to determine bidder's ability to meet these minimum standards including but not limited to:
- A. Have adequate financial resources, or the ability to obtain such resources as required;
 - B. Be able to comply with the required or proposed delivery schedule;
 - C. Have satisfactory record of performance;
 - D. Have a satisfactory record of integrity and ethics;
 - E. Be otherwise qualified and eligible to receive an award.
46. **NON-RESIDENT BIDDERS:** Texas Government Code, Chapter 2252: Non-resident Bidders. Texas law prohibits cities and governmental units from awarding contracts to a non-resident unless the amount of such bid is lower than the lowest bid by a Texas resident by the amount a Texas resident would be required to underbid in the non-resident bidder's state.
47. **ALTERNATE AWARD:** The City of Bastrop reserves the right to award a vendor's bid as an "ALTERNATE AWARD". The alternate vendor's bid shall remain in effect for the term of the awarded contract. Should the primary vendor become unable or unwilling to complete the contract term, the alternate vendor will be notified in writing of their official contract and start date. All terms and conditions of the original bid will remain in effect.

NO BID SHEET

**FOR
PW-2020-01**

If your firm has chosen **not** to submit a bid for this procurement, please complete this form and submit to:

**City of Bastrop
City Secretary
1311 Chestnut Street
PO Box 427
Bastrop, TX 78602**

N/A

Please check the items that apply:

- ☐ Do not sell the item(s) required.
- ☐ Cannot be competitive.
- ☐ Cannot meet the Specifications highlighted in the attached Bid.
- ☐ Cannot provide Insurance required.
- ☐ Cannot provide Bonding required.
- ☐ Cannot comply with Indemnification requirements.
- ☐ Job too large.
- ☐ Job too small.
- ☐ Do not wish to do business with the City.
- ☐ Other reason. _____

Company Name:

Authorized Officer or Agent Signature:

Telephone: (____) _____ Fax Number: (____) _____

INSURANCE COVERAGE REQUIRED

SECTION A. The awarded vendor shall furnish a completed Insurance Certificate to the City within five (5) days after the award, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverage's, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. **THE CITY SHALL HAVE NO DUTY TO AWARD THIS CONTRACT UNTIL CERTIFICATES HAVE BEEN DELIVERED TO THE CITY.**

SECTION B. The City reserves the right to review the insurance requirements of this section during the effective period of the contract end to require adjustment of insurance coverage's and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Vendor.

SECTION C. Subject to the Vendor's right to maintain reasonable deductibles in such amounts as are approved by the City, the Vendor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof; at the Vendor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City of Bastrop, in the following type(s) and amount(s):

1. Worker' Compensation

- (a) Statutory Limits:
- (b) Employers' Liability - Worker's compensation with the policy endorsed to provide a waiver of subrogation as to the city, employer's liability insurance of not less than \$100,000 for each accident.

2. General Liability

- (a) Combined bodily injury - \$1,000,000 per occurrence and property damage
- (b) General - \$1,000,000 aggregate. Where work is being performed in connection with an existing facility owned or leased by the City, the policy shall include fire legal liability of not less than \$100,000 per occurrence.

3. Auto Liability

- (a) Bodily injury - \$500,000
- (b) Property damage - \$300,000 or combined single limits. Comprehensive automobile and truck liability insurance, covering owned, hired and non-owned vehicles, with minimum limits of \$300,000, combined single limit each occurrence, for property damage, such insurance to include coverage for loading and unloading hazards.

Certificates of insurance of each policy shall be delivered to the Public Works office along with a statement of endorsement from each insurance company that such policy shall not be canceled, non-renewed, or materially changed without thirty days written notice being given the City. Prior to the effective date of cancellation of such insurance, non-renewal, or material change, Vendor shall deliver to the City a replacement certificate in compliance with this contract.

The Vendor will assume complete responsibility for any claim of property damage, loss, theft, or bodily injury, which may directly or indirectly arise from the Operation's performance under the terms of the contract. The Vendor will hold harmless, release, and defend the City from all claims of liability that directly or indirectly arise under the terms of the contract. The Vendor will be required to furnish the City a certificate and copies of public liability insurance in the minimum amount of \$1,000,000 for combined single limits.

- Alternatively, a State of Texas Certificate of Self-Insurance may be furnished in lieu of a certificate evidencing Worker's Compensation Insurance. Employers who have rejected the Act, and have not been certified as self-insured employers, may not be eligible for a contract award.

NOTE: The City of Bastrop shall be named as an additional insured party on Contractor's general liability policy and any excess/umbrella liability insurance policies.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
304 Construction, LLC
ROSANLY, TX United States

Certificate Number:
2020-602650

Date Filed:
03/27/2020

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

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFB PW-2020-1
Construction

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	MEUTH, WAYNE	Cedar Creek, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Wayne Meuth, and my date of birth is 9.28.53

My address is 1083 Fm 812 Ste 19 Cedar Creek, Tx 78612 USA
(street) (city) (state) (zip code) (country)

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

Executed in Bastrop County, State of Tx, on the 27th day of Mar, 20 20
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor or other person doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.304 Construction**2 ☐ Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

City of Bastrop
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes☒ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes☒ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes☒ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

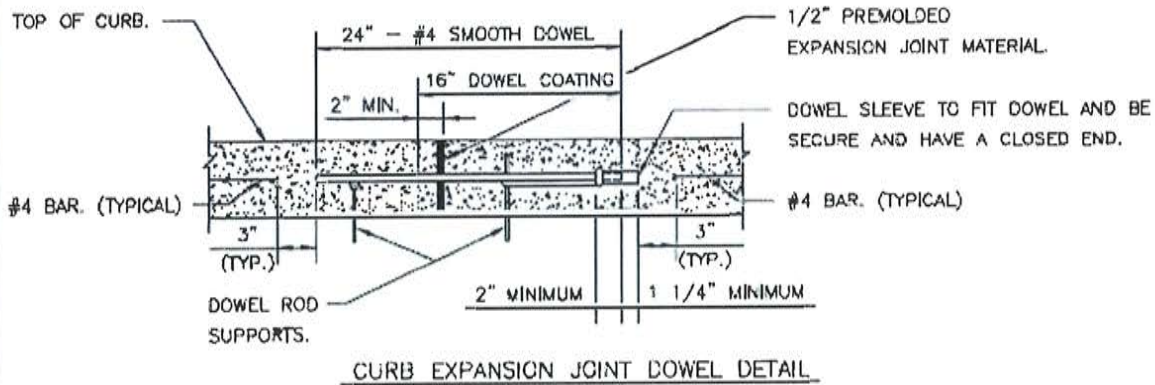
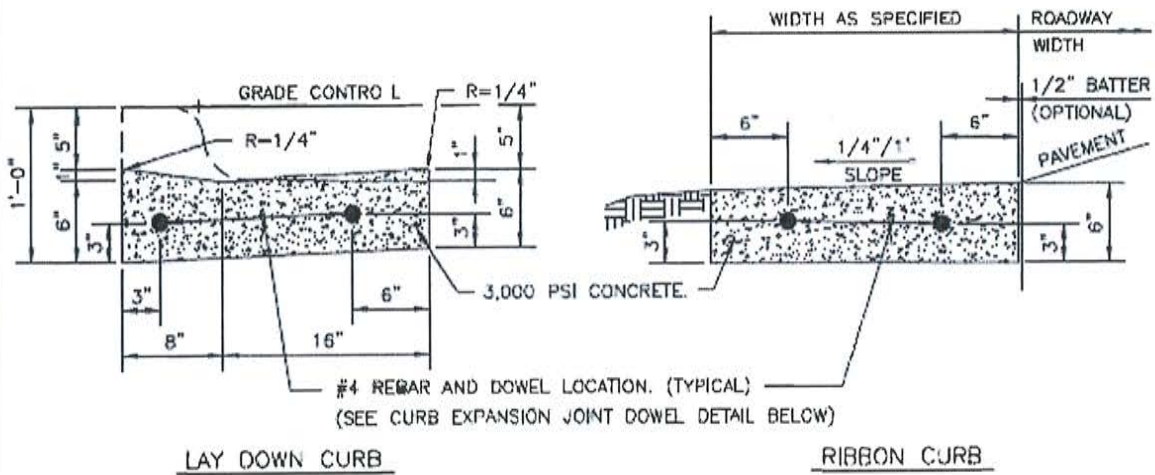
[Signature]
Signature of person doing business with the governmental entity

3-6-20
Date

Adopted 06/29/2007

EXHIBIT B TO CONTRACT

"EXHIBIT A" Pg 1 of 1



NOTES:

1. ALL WORK AND MATERIAL SHALL CONFORM TO ASTM A615, A615M, C309 AND D1752. BROOM FINISH EXPOSED SURFACE.
2. CONTROL JOINT SPACING SHALL NOT EXCEED 10'-0".
3. EXPANSION JOINTS AS PER STANDARD ASTM D-1752.
4. EXPANSION JOINT INTERVALS NOT TO EXCEED 40'-0" FOR ALL CURBS AND CONSTRUCTION METHODS.
5. ALL CURBS SHALL HAVE A MINIMUM OF 4" OF COMPACTED FLEXIBLE BASE BETWEEN BOTTOM OF CURB AND TOP SUBGRADE THAT SHALL EXTEND A MINIMUM OF 18" BEHIND BACK OF CURB. TOTAL DEPTH OF FLEXIBLE BASE UNDER AND BEHIND CURB SHALL BE: (TOTAL DEPTH OF FLEXIBLE BASE) LESS (6-INCHES).
6. ALL CURBS SHALL CONFORM TO THESE DETAILS INDEPENDANT OF THE CONSTRUCTION METHODS USED.

RECORD SIGNED COPY ON FILE AT PUBLIC WORKS APPROVED MAY 24, 2011 DATE THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR THE APPROPRIATE USE OF THIS DETAIL.	CITY OF BASTROP LAYDOWN AND RIBBON CURB DETAIL (WITH CURB EXPANSION JOINT DOWEL DETAIL)	DRAWING NO: ST-04 
--	---	--

EXHIBIT "C"

CITY OF BASTROP CONTRACTOR'S INSURANCE REQUIREMENTS

Contractor providing goods, materials, and services for the City of Bastrop shall, during the term of the contract with City of Bastrop or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City of Bastrop as additional named insured as to all applicable coverage;
2. Provide for at least ten (10) days prior written notice to the City of Bastrop for cancellation, non-renewal, or material change of the insurance; and
3. Provide for a waiver of subrogation against the City of Bastrop for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificate of Insurance: Certificates of insurance evidencing all of the required insurance coverages shall be submitted with the Contractor's submission. Copies of any modifications, amendments, renewals, or terminations of any coverage shall be promptly submitted to the City. If the contract is renewed or extended by the City of Bastrop, certificates of insurance evidencing all of the required insurance coverages shall also be provided to the City of Bastrop prior to the date the contract is renewed or extended.

Type of Contract Type and Amount of Insurance.

1. Statutory Workers Compensation insurance as required by state law.
2. Commercial General Liability minimum limits of \$1,000,000 per occurrence for bodily injury, personal injury, and property damage and \$1,000,000 Annual Aggregate.
3. Automobile Liability with a minimum of:
 - a. \$250,000 Bodily Injury per Person Each Accident;
 - b. \$500,000 Bodily Injury Each Accident;
 - c. \$300,000 Property Damage; or
 - d. \$300,000 Combined Single Limit Each Accident.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/03/2020

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

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

PRODUCER Dagley Insurance 23102 Seven Meadows Pkwy Katy TX 77494		CONTACT NAME: Diana Varieur PHONE (A/C, No, Ext): (281) 644-1000 FAX (A/C, No): (281) 760-4777 E-MAIL ADDRESS: certificates@dagleyins.com	
INSURED 304 Construction LLC 1083 FM 812 Unit I-9 Cedar Creek TX 78612		INSURER(S) AFFORDING COVERAGE INSURER A: Mt. Hawley Insurance Company INSURER B: Evanston Ins Co INSURER C: Texas Mutual Insurance Co INSURER D: INSURER E: INSURER F:	
		NAIC # 37974 35378 22945	

COVERAGES**CERTIFICATE NUMBER:** CL202304308**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☒ POLICY ☐ PROJECT ☐ LOC ☐ OTHER			GGL0013955	01/13/2020	01/13/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			EZXS3019072	01/13/2020	01/13/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	0001319211	01/31/2020	01/31/2021	☒ PER STATUTE ☐ OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

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

CERtholder is named as additional insured on Contractor's General Liability and Umbrella Liability policies.

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/18/2019

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

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

PRODUCER Dagley Insurance 23102 Seven Meadows Pkwy Katy TX 77494		CONTACT NAME: Diana Varieur PHONE (A/C, No, Ext): (281) 644-1000 FAX (A/C, No): (281) 760-4777 E-MAIL ADDRESS: certificates@dagleyins.com	
INSURED Design Drywall Inc. 1083 Fm 812 Unit A Cedar Creek TX 78612		INSURER(S) AFFORDING COVERAGE INSURER A: Ohio Security Insurance Co. NAIC # 24082 INSURER B: Ohio Casualty Ins Co. NAIC # 24074 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL1911404088 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER			BKS58901932	11/01/2019	11/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			BAS58901932	11/01/2019	11/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☒ UMBRELLA LIAB ☐ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			USO58901932	11/01/2019	11/01/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	XWS58901932	11/01/2019	11/01/2020	☒ PER STATUTE ☐ OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

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

When required by a written contract the Certificate holder is named Additional Insured on GL & Auto with Waiver of Subrogation and Primary Non-Contributory Endorsement. The Workers' Compensation includes a Blanket Waiver of Subrogation.

CERTIFICATE HOLDER**CANCELLATION**

City of Bastrop 1209 Linden Street Bastrop TX 78602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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Heather Ambrose

From: Kimberly Taylor <ktaylor@dagleyins.com>
Sent: Thursday, January 02, 2020 9:43 AM
To: Heather Ambrose
Subject: RE: COI-Design Drywall

Hi Heather,

Yes, the vehicle 304 Construction leases is owned by Design Drywall.

Thanks!



Kimberly Taylor
Commercial Account Manager Assistant
Phone number 281-712-7723
ktaylor@dagleyins.com

Dagley Insurance and Financial Services
23102 Seven Meadows Pkwy Katy TX 77494

From: Heather Ambrose <hambrose@cityofbastrop.org>
Sent: Thursday, January 2, 2020 9:37 AM
To: Kimberly Taylor <ktaylor@dagleyins.com>
Subject: RE: COI-Design Drywall

Good morning!

Is this for 304 Construction possibly? I don't recognize this company name but I am waiting on an insurance certificate for 304 so I was wondering.

Thanks!

The mission of the City of Bastrop is to continuously strive to provide efficient and proactive services that enhance our quality of life and achieve our vision. My goal is to provide excellent service to the customers of the City of Bastrop. If you have any questions, concerns, or compliments, please do not hesitate to share them with me or [my supervisor](#).

Heather Ambrose
Public Works Technician
Public Works and Leisure Services Department
City of Bastrop, Texas

Additional Named Insureds

Other Named Insureds

Design Drywall

Corporation, Insured Multiple Names

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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ADDITIONAL INSUREDS - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"	6
WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS/MALPRACTICE AND WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES	6
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With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraph (2) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
 - (a) Less than 52 feet long; and
 - (b) Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (6) of exclusion j. Damage To Property do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to Section IV - Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:
 - a. The fourth from the last paragraph of exclusion j. Damage To Property is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

- (i) Premises rented to you for a period of 7 or fewer consecutive days; or
- (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

- b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance**.

2. Paragraph **6.** under **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to:

- a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

- b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph **9.a.** of **Definitions** is replaced with the following:

9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph **1. Insuring Agreement** of **Section I - Coverage C - Medical Payments**, Subparagraph **(b)** of Paragraph **a.** is replaced by the following:

- (b)** The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. Under **Supplementary Payments - Coverages A and B**, Paragraph **1.b.** is replaced by the following:

- b. Up to **\$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph **1.d.** is replaced by the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to **\$500** a day because of time off from work.

G. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph **2.** under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

- a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

- 
- b. Premises or facilities rented by you or used by you; or
 - c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
 - d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
 - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
 - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
 - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. **Duties In the Event Of Occurrence, Offense, Claim Or Suit under Section IV - Commercial General Liability Conditions.**

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. **Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- d. "Bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

H. **PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. Other Insurance of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- a. The following is added to Paragraph a. **Primary Insurance:**

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

- b. The following is added to Paragraph **b. Excess Insurance**:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. ADDITIONAL INSURED - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition **2. Duties In The Event Of Occurrence, Offense, Claim or Suit**:

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
 - b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
 - c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
 - d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.
2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III - Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

**J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES**

Paragraph **2.a.(1)** of **Section II - Who Is An Insured** is replaced with the following:

- (1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1) (a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph (d)) does not apply.

Paragraphs (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and

advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

Paragraph 3. of Section II - Who Is An Insured is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
 - d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 6. **Representations**:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 2. **Duties In The Event of Occurrence, Offense, Claim Or Suit**:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of Section II - Who Is An Insured or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under Section V - Definitions, Definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

P. EXTENDED PROPERTY DAMAGE

Exclusion a. of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition **8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

If the policy to which this endorsement is attached also contains a Business Auto Coverage Enhancement Endorsement with a specific state named in the title, this endorsement does not apply to vehicles garaged in that specified state.

COVERAGE INDEX

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SECTION I - COVERED AUTOS is amended as follows:

1. TRAILERS - INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. **Certain Trailers, Mobile Equipment And Temporary Substitute Autos of SECTION I - COVERED AUTOS:**

"Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

SECTION II - LIABILITY COVERAGE is amended as follows:

2. NEWLY FORMED OR ACQUIRED SUBSIDIARIES

SECTION II - LIABILITY COVERAGE, Paragraph A.1. - Who Is An Insured is amended to include the following as an "insured":

- d. Any legally incorporated subsidiary of which you own more than 50 percent interest during the policy period. Coverage is afforded only for 90 days from the date of acquisition or formation. However, "insured" does not include any organization that:

- (1) Is a partnership or joint venture; or
- (2) Is an "insured" under any other automobile policy except a policy written specifically to apply in excess of this policy; or
- (3) Has exhausted its Limit of Insurance or had its policy terminated under any other automobile policy.

Coverage under this provision d. does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

3. EMPLOYEES AS INSURED

SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured is amended to include the following as an "insured":

- e. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".
- f. Any "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

4. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured is amended to include the following as an "insured":

- g. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, written agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or written agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit.

The "insured" is required to submit a claim to any other insurer to which coverage could apply for defense and indemnity. Unless the "insured" has agreed in writing to primary noncontributory wording per enhancement number 24, this policy is excess over any other collectible insurance.

5. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, Coverage Extensions, 2.a. Supplementary Payments, Paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

6. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow "employees" are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II - LIABILITY, Exclusion B.5. Fellow Employee does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire if you have workers compensation insurance in force for all of your "employees" at the time of "loss".

This coverage is excess over any other collectible insurance.

SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

7. HIRED AUTO PHYSICAL DAMAGE

Paragraph A.4. Coverage Extensions of **SECTION III - PHYSICAL DAMAGE COVERAGE**, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

- a. You hire, rent or borrow; or
 - b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business,
- subject to the following limit and deductible:
- a. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:
 - (1) \$50,000; or
 - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.
 - b. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
 - c. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.
 - d. Subject to a maximum of \$1,000 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.
 - e. This coverage extension does not apply to:
 - (1) Any "auto" that is hired, rented or borrowed with a driver; or
 - (2) Any "auto" that is hired, rented or borrowed from your "employee" or any member of your "employee's" household.

Coverage provided under this extension is excess over any other collectible insurance available at the time of "loss".

8. TOWING AND LABOR

SECTION III - PHYSICAL DAMAGE COVERAGE, Paragraph A.2. Towing, is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- a. For private passenger type vehicles, we will pay up to \$75 per disablement.
- b. For "light trucks", we will pay up to \$75 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- c. For "medium trucks", we will pay up to \$150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 - 20,000 pounds.

However, the labor must be performed at the place of disablement.

9. PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. Coverage Extensions, Transportation Expenses of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended to provide a limit of \$50 per day and a maximum limit of \$1,500.

10. RENTAL REIMBURSEMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended by adding the following:

- a. We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."
- b. Rental Reimbursement requires the rental of a comparable or lesser vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.
- c. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto". This limit is excess over any other collectible insurance.
- d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph 4. **Coverage Extension**.
- f. No deductible applies to this coverage.
- g. The insurance provided under this extension is excess over any other collectible insurance.

If this policy also provides Rental Reimbursement Coverage you purchased, the coverage provided by this Enhancement Endorsement is in addition to the coverage you purchased.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision 12.B.

11. EXTRA EXPENSE - BROADENED COVERAGE

Under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage**, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is \$1,000.

12. PERSONAL EFFECTS COVERAGE

A. SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

B. SECTION V - DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an "insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

13. ACCIDENTAL AIRBAG DEPLOYMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

14. PHYSICAL DAMAGE DEDUCTIBLE - VEHICLE TRACKING SYSTEM

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible, is amended by adding the following:

Any Comprehensive Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a vehicle tracking device such as a radio tracking device or a global position device and that device was the method of recovery of the vehicle.

15. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, Paragraph a. of the exception to exclusions 4.c. and 4.d. is deleted and replaced with the following:

Exclusions 4.c. and 4.d. do not apply to:

- a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is:
 - (1) Permanently installed in the covered "auto" at the time of the "loss" or removable from a housing unit that is permanently installed in the covered "auto"; and
 - (2) Designed to be solely operated by use from the power from the "auto's" electrical system; and
 - (3) Physical damage coverages are provided for the covered "auto".

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.

16. LOAN / LEASE GAP COVERAGE (Not Applicable In New York)

- A. Paragraph C. Limit Of Insurance of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:
 - a. Overdue payments and financial penalties associated with those payments as of the date of the "loss";
 - b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear;
 - c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
 - d. Transfer or rollover balances from previous loans or leases;
 - e. Final payment due under a "Balloon Loan";
 - f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto";
 - g. Security deposits not refunded by a lessor;
 - h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto";
 - i. Any amount representing taxes;
 - j. Loan or lease termination fees; or
 2. The actual cash value of the damage or stolen property as of the time of the "loss".
- An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

B. Additional Conditions

This coverage applies only to the original loan for which the covered "auto" that incurred the "loss" serves as collateral, or lease written on the covered "auto" that incurred the "loss".

C. **SECTION V - DEFINITIONS** is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

17. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Paragraph **D. Deductible** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

18. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)

Paragraph **D. Deductible** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

- a. In the charge of an "insured";
- b. Legally parked; and
- c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

19. TWO OR MORE DEDUCTIBLES

Under **SECTION III - PHYSICAL DAMAGE COVERAGE**, if two or more company policies or coverage forms apply to the same "accident", the following applies to Paragraph **D. Deductible**:

- a. If the applicable Business Auto deductible is the smaller (or smallest) deductible, it will be waived; or
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible; or
- c. If the "loss" involves two or more Business Auto coverage forms or policies, the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement, company means any company that is part of the Liberty Mutual Group.

SECTION IV - BUSINESS AUTO CONDITIONS is amended as follows:

20. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV- BUSINESS AUTO CONDITIONS, Paragraph **B.2.** is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

21. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph A.2.a. is replaced in its entirety by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:
- (1) You, if you are an individual;
 - (2) A partner, if you are a partnership;
 - (3) Member, if you are a limited liability company;
 - (4) An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

To the extent possible, notice to us should include:

- (a) How, when and where the "accident" or "loss" took place;
- (b) The "insureds" name and address; and
- (c) The names and addresses of any injured persons and witnesses.

22. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph A.5. **Transfer Of Rights Of Recovery Against Others To Us**, is amended by the addition of the following:

If the person or organization has in a written agreement waived those rights before an "accident" or "loss", our rights are waived also.

23. HIRED AUTO COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph B.7. **Policy Period, Coverage Territory**, is amended by the addition of the following:

- f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the "insured's" responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

24. PRIMARY AND NON-CONTRIBUTING IF REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS**, **General Conditions, B.5. Other Insurance** and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

SECTION V - DEFINITIONS is amended as follows:

25. BODILY INJURY REDEFINED

Under **SECTION V - DEFINITIONS**, Definition C. is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule**1. Specific Waiver**

Name of person or organization

x Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

All Texas Operations

3. Premium

The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium



This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Endorsement No. 0004

Policy Effective 11/01/2019

Premium

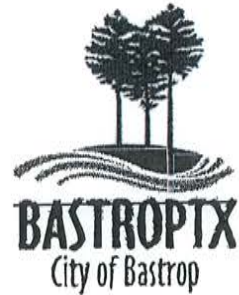
State

Policy No. XWS (20) 58 90 19 32

Insured DESIGN DRYWALL INC.

Insurance Company Ohio Security Insurance Company 19291

Office of Assistant Public Works Director



To: Interested Concrete Contractor

From: Curtis Hancock, Assistant Director of Public Works

February 20, 2020

Re: Concrete IDIQ

To whom it may concern:

The City of Bastrop is committed to providing improved pedestrian and traffic safety within the Bastrop City Limits. The City is looking for the right company to augment staff by performing installation of concrete ribbon curb as needed. The contract will be for a period of one (1) year.

Please review "Exhibit A" to the RFP for reference.

Regards,

Curtis Hancock
Assistant Director of Public Works

CH/ha

enclosures

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2020-602650

Date Filed:
03/27/2020

Date Acknowledged:

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

304 Construction, LLC
ROSANLY, TX United States

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

City of Bastrop

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

RFB PW-2020-1
Construction

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	MEUTH, WAYNE	Cedar Creek, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Wayne Meuth and my date of birth is 9.28.53

My address is 1083 Fm 812 Ste i. 9 Cedar Creek Tx 78612 USA
(street) (city) (state) (zip code) (country)

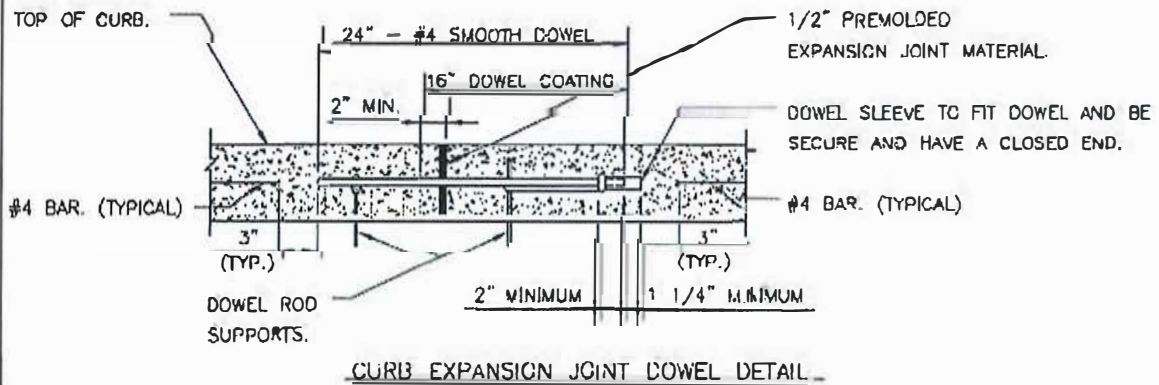
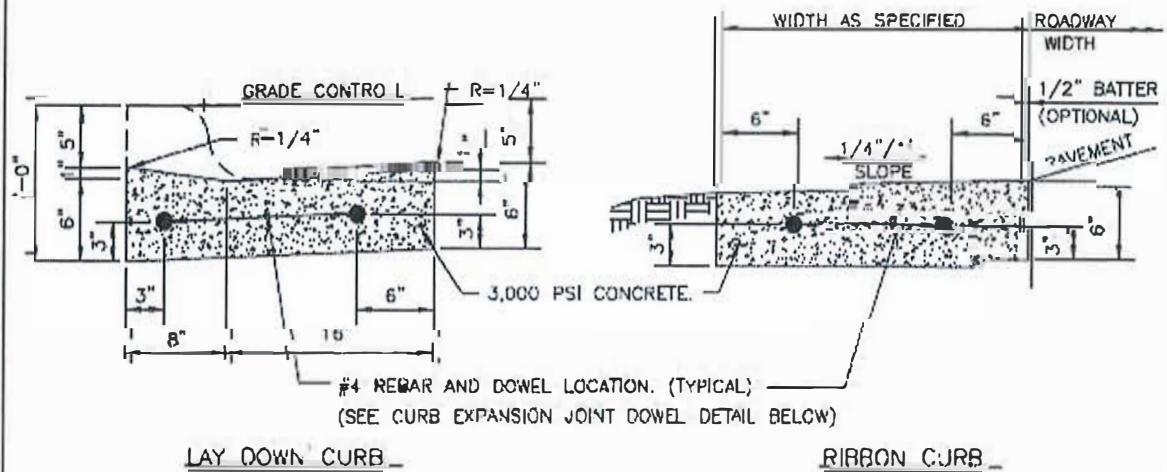
I declare under penalty of perjury that the foregoing is true and correct.

Executed in Bastrop County, State of Tx, on the 27th day of Mar, 20 20
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

EXHIBIT B TO CONTRACT & TASK ORDER PW2020-01

"EXHIBIT A" Pg 1 of 1



NOTES:

1. ALL WORK AND MATERIAL SHALL CONFORM TO ASTM A615, A615M, C309 AND D1752. BROOM FINISH EXPOSED SURFACE.
2. CONTROL JOINT SPACING SHALL NOT EXCEED 10'-0".
3. EXPANSION JOINTS AS PER STANDARD ASTM D-1752.
4. EXPANSION JOINT INTERVALS NOT TO EXCEED 40'-0" FOR ALL CURBS AND CONSTRUCTION METHODS.
5. ALL CURBS SHALL HAVE A MINIMUM OF 4" OF COMPACTED FLEXIBLE BASE BETWEEN BOTTOM OF CURB AND TOP SUBGRADE THAT SHALL EXTEND A MINIMUM OF 18" BEHIND BACK OF CURB. TOTAL DEPTH OF FLEXIBLE BASE UNDER AND BEHIND CURB SHALL BE: (TOTAL DEPTH OF FLEXIBLE BASE) LESS (6-INCHES).
6. ALL CURBS SHALL CONFORM TO THESE DETAILS INDEPENDANT OF THE CONSTRUCTION METHODS USED.

RECORD SIGNED COPY ON FILE AT PUBLIC WORKS APPROVED	CITY OF BASTROP	DRAWING NO: ST-04
MAY 24, 2011 DATE	LAYDOWN AND RIBBON CURB DETAIL (WITH CURB EXPANSION JOINT DOWEL DETAIL)	CITY OF BASTROP
THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR THE APPROPRIATE USE OF THIS DETAIL.		

304 Construction, LLC

1083 FM 812 Ste i-9

Cedar Creek, Tx 78612

512-581-7997 Phone * 512-581-7996 Fax

City of Bastrop

David Juarez

1209 Lindon St

Bastrop, TX 78602

Ref: Ribbon Curbing Proposal

5675 L.F Ribbon Curbing @ \$25.00 a foot.

Grand Total \$141,875.00

Adam Meuth

Print Name

[Signature]

Signed Name

4-26-20

Date

BID PROPOSAL SHEET

Quantities listed below are estimates only. The City of Bastrop does not agree to buy a minimum or maximum quantity during the course of this contract.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>TOTAL PRICE</u>
1.	New 12" reinforced 3,000 PSI ribbon curb with limestone aggregate, no fly ash, complete in place.	Less than 500 LF	<u>35</u>
		501 to 4,000 LF	<u>30</u>
		4,001 to 10,000 LF	<u>25</u>

SIGNATURE AND COMPANY INFORMATION

Company Name	304 Construction LLC
Mailing Address	1083 FM 812 Suite I-9
Physical Address	" " "
City, State, Zip Code	Cedar Creek TX 78612
Phone Number	512-718-4463
Fax Number	512-581-7998
Email Address	Meuth304construction@yahoo.com
Tax ID Number	81-5107808
Signature of Authorized Agent	
Printed Name of Authorized Agent	Adam Meuth
Title	Agent
Date	3-6-20



STAFF REPORT

MEETING DATE: May 12, 2020

AGENDA ITEM: 11C

TITLE:

Consider action to approve the second reading of Ordinance No. 2020-02 of the City Council of the City of Bastrop, Texas ("City") to amend Article 4.04 - Peddlers, Solicitors and Vendor and adopt Division 4 – Requirements Applicable for Mobile Food Vendors in the Bastrop, Texas Code of Ordinances; providing for findings of fact, purpose, adoption and amendment, repealer, severability, enforcement, effective date.

STAFF REPRESENTATIVE:

Trey Job, Assistant City Manager of Development Services

BACKGROUND/HISTORY:

At the January 28, 2020 City Council meeting the following topics were discussed:

- Connections to City Utilities.
- Compatible zoning.
- Protection of the health and safety of the public.
- Site elements: temporary structures, restrooms, and seating.
- Competition with brick & mortar buildings

From that discussion, the attached ordinance contains the following changes from the adopted Mobile Food Vendor Pilot Program, adopted in 2019.

- ❖ Removing hours of operation. Any issues with operating in early or late hours will be address through the enforcement of nuisance regulations.
- ❖ Clarification of three categories for Mobile Food Vendor Location
- ❖ Organizing the ordinance to be codified into Chapter 4 – Business Regulations, Article 4.04 – Peddlers, Solicitors and Vendor

At the April 28, 2020 City of Bastrop City Council Meeting the first reading of Ordinance No. 2020-02 was approved as proposed. However, there was a considerable amount of discussion surrounding the proposed fees and the proposed site improvements.

Prior to the final reading of ordinance # 2020-02 I suggest additional discussion on the fee schedule.

RECOMMENDATION:

Consider action to approve the second reading of Ordinance No. 2020-02 of the City Council of the City of Bastrop, Texas ("City") to amend Article 4.04 - Peddlers, Solicitors and Vendor and adopt Division 4 – Requirements Applicable for Mobile Food Vendors in the Bastrop, Texas Code of Ordinances; providing for findings of fact, purpose, adoption and amendment, repealer, severability, enforcement, effective date.

ATTACHMENTS:

- Ordinance 2020-02
- PowerPoint



ORDINANCE NO. 2020-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS ("CITY") TO AMEND ARTICLE 4.04 - PEDDLERS, SOLICITORS AND VENDORS AND ADOPT DIVISION 4 – REQUIREMENTS APPLICABLE FOR MOBILE FOOD VENDORS IN THE BASTROP, TEXAS CODE OF ORDINANCES; PROVIDING FOR FINDINGS OF FACT, PURPOSE, ADOPTION AND AMENDMENT, REPEALER, SEVERABILITY, ENFORCEMENT, EFFECTIVE DATE, AND PROPER NOTICE AND MEETING.

WHEREAS, the City of Bastrop, Texas, is a Home Rule city incorporated in and operating under the laws of the State of Texas; and

WHEREAS, the City Council seeks to protect the public health, safety, and welfare through a comprehensive regulatory program that includes food safety standards; and

WHEREAS, with these regulations, the City Council addresses potential health risks posed by Mobile Food Vendors and the applicability of certain state and local health codes; and

WHEREAS, the City Council has assessed potential traffic safety threats, the utility needs of Mobile Food Units in terms of water, wastewater, electricity, gas, and telecommunications, and how those demands correspond to the community's utility plans and infrastructure; and

WHEREAS, the City Council is authorized to regulate Mobile Food Vendors by virtue of the Texas Constitution, the Texas Health and Safety Code, the Texas Administrative Code, the city's police power and by Chapters 51, 54, 211, 212, 214, 216, and 217 of the Texas Local Government Code; and

WHEREAS, the City Council now adopts the appropriate administrative and regulatory amendments, rules and procedures.

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

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

SECTION 2: PURPOSE: This ordinance establishes regulations for Mobile Food Vendors. The purpose of the regulations is to ensure the public safety, convenience, and protection of the City and the citizens of the City while allowing City Council, city staff, mobile food vendors, and citizens the opportunity to experience the pilot program and improve on it if the City Council chooses to make the program permanent.

SECTION 3: ADOPTION AND AMENDMENT: The City Council hereby adopts the Mobile Food Vendor regulations, as attached in Exhibit A.

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

SECTION 5: SEVERABILITY: If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, that invalidity or the unenforceability will not affect any other provisions or applications of this 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 ordinance as may be required by governing law. Any person violating any provision of this ordinance is subject to suit for injunctive relief as well as prosecution for criminal violations, and such violation is hereby declared to be a nuisance.

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: This ordinance shall be effective immediately upon passage and publication.

SECTION 8: 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.

READ and APPROVED on First Reading on the 28th day of April 2020.

READ and ADOPTED on Second Reading on the 12th day of May 2020.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Exhibit A

ARTICLE 4.04 - PEDDLERS, SOLICITORS AND VENDORS

DIVISION 1. – GENERALLY

Sec. 4.04.001 - Definitions.

As used in this section, these terms shall be defined as follows. Terms appearing in this ordinance but not defined herein shall have the meanings provided in the city's code of ordinances, or if not defined by the city then the common meanings in accordance with ordinary usage.

Commissary. A central preparation facility or other fixed food establishment that stores, prepares, packages, serves, vends, or otherwise provides food for human consumption to mobile, temporary and portable food vendors.

Event. Any occasion or activity where one or more vendors offer goods, services, entertainments, amusements or other like products or activities to the public for profit or for free.

Franchisee. A business entity with whom the city has a current contractual agreement, which entitles the entity to use city rights-of-way or easements for the provision of the entity's services to citizens of the community.

Health Authority. The Bastrop County Environmental and Sanitation Services, or its designee, or any other agency charged with enforcement of regulations applicable to establishments regulated under this ordinance.

Lot Diagram Plan. A diagramed plan that includes property lines, adjacent rights-of-way, location of all Mobile Food Vending Units, parking areas and surface material, maneuvering areas and surface material, seating areas, and any other information reasonably required by the Director of Planning and Development.

Mobile Concession Trailer. A vending unit selling items defined as edible goods, which is pulled by a motorized unit and has no power to move on its own.

Mobile Food Cart or Concession Cart. A mobile vending unit, selling items defined as edible goods, that must be moved by non-motorized means.

Mobile Food Truck. A self-contained motorized unit selling items defined as edible goods.

Mobile Food Vending Unit. A Mobile Food Truck, Mobile Food Cart, Concession Cart, or Mobile Concession Trailer.

Mobile Food Vendors. Any business that operates or sells food for human consumption, hot or cold, from a Mobile Food Vending Unit.

Mobile Food Vendor Food Court. A site designed for the operation of one or more Mobile Food Vendors as the primary use.

Motor vehicle. Any vehicle used for the displaying, storing or transporting of articles for sale by a peddler, solicitor, and/or vendor, which is required to be permitted and registered by the state. The term also includes trailers, trucks and automobiles.

Peddler. Any person, entity or organization (other than nonprofit organizations as that term is defined herein), whether a resident of the city or not, that offers merchandise for sale along the streets or rights-of-way, on private or public property, or from door to door.

Peddling, soliciting and/or vending activities. The practices of peddlers, solicitors and/or vendors, as described in this article.

Permit. The document(s) issued by the city authorizing the peddling, soliciting or vending activities, pursuant to this article.

Permittee. The holder of a permit issued by the city issued pursuant to this article.

Solicitation activities. The practices of solicitors as listed in this section.

Solicitor. Any person, whether a resident of the city or not, including an employee or agent of another, traveling either by foot, automobile, truck, or other type of conveyance, who engages in the practice of going door-to-door, house-to-house, or along any streets within the city for the purpose of requesting contribution of funds, soliciting money, property or anything of value, or soliciting the pledge of any type of future donation; or selling or offering for sale any type of property, including but not limited to the sale and/or distribution of goods, tickets, books and pamphlets, for commercial or noncommercial purposes (including but not limited to solicitations for and sales of political, charitable, or religious documents and/or items).

Temporary/seasonal and/or multiple-vendor activity. Those activities that: (1) take place at a single, central location and which are organized and conducted by a single permit applicant for the purpose of holding an event during which two (2) or more vendors, solicitors or peddlers intend to offer goods, wares, services, etc. (for example, a sidewalk bazaar sale), and/or (2) involve vending, soliciting, or peddling of items that are only seasonally available and/or are only envisioned to be temporarily sold within the community. Permits for temporary/seasonal and multiple-vendor activities may only be ongoing for a maximum period as stipulated in the applicable permit (i.e., either thirty (30), sixty (60) or ninety (90) consecutive days), in any twelve-month period during which a permit is issued by the city. No temporary/seasonal and/or multiple-vendor activity shall be permitted within the city or at the same locale for periods exceeding the above-noted periods of time, as specified on the applicable

permit. When the permittee conducts temporary/seasonal and/or multiple-vendor activities, and conducts such activities from a temporary/seasonal and/or multiple-vendor structure, the permittee shall be required to disassemble and remove the temporary/seasonal and/or multiple-vendor structure (including specifically all tables, booths, tents, canopies, shelves, racks, displays, buildings, storage containers, and all other items used to store and/or display merchandise, products or services) from the location used by the permittee at the close of each day of operation. This does not include Mobile Food Vendors.

Temporary/seasonal and/or multiple-vendor permit. The document issued by the city authorizing activities pursuant to this article, not including Mobile Food Vendors.

Temporary/seasonal and/or multiple-vendor personnel. All personnel working with, for or otherwise employed by or associated with vendors who have obtained a temporary/seasonal and/or multiple-vendor permit pursuant to this article.

Temporary/seasonal and/or multiple-vendor structure. Those temporary buildings, facilities, tents, enclosed spaces, trailers, and other mobile structures which are constructed, assembled or otherwise provided by entities who have or seek to obtain a temporary/seasonal and/or multiple-vendor permit from the city, with such structure to be used solely for the purpose of displaying, exhibiting, carrying, transporting, storing, selling, taking orders for, or offering for sale or offering to take orders for the wares, products, or merchandise made available for sale, or taking orders for or offering to sell or take orders for the temporary/seasonal and/or multiple vendors' products, wares or merchandise. Such structures shall include but not be limited to any tables, booths, tents, canopies, shelves, display racks, storage buildings or containers and other items used to store and/or display merchandise, products or services. This does not include Mobile Food Vendors.

Vendor. An individual, including an employee or agent of a group of individuals, partnership or corporation, who sells or offers to sell merchandise or provides entertainment or recreational services from a venue, stand, or motor vehicle or from the person, and specifically includes those conducting temporary/seasonal and/or multiple-vendor activities, as defined herein.

Site Plan. Engineered or surveyed drawings depicting proposed development of land. Meets the requirements of Section 1.3.003 Site Plan Application and Review of the B³ Technical Manual.

Texas Food Establishment Rules or the Rules. Refers 25 Texas Administrative Code chapter 228, as amended.

Section 4.04.002 – Findings; purpose.

(e) Mobile Food Vending has special considerations and regulations necessary to protect the public health, safety and welfare. Any vendor that will be selling food items is subject to the regulations in Division 4.

DIVISION 4. – REQUIREMENTS APPLICABLE TO ALL MOBILE FOOD VENDORS.

Sec. 4.04.100 - Required

1. No person shall act as a Mobile Food Vendor in the City without a permit issued by the City.
2. Mobile Food Vendors must meet all applicable state and local laws and regulations, including but not limited to the Rules.
3. Each Mobile Food Vendor shall display at all times in a conspicuous place where it can be read by the general public:
 - i. the City of Bastrop permit under this article and permit number.
 - ii. a health permit from Bastrop County.
 - iii. a copy of a Texas sales tax and use certificate.
4. Each Mobile Food Vending Unit shall be clearly marked with the food establishment's name or a distinctive identifying symbol and shall display the name while in service within the City.
5. The site must be located in Place Type Districts P4 – Mix and P-5 Core, as adopted in Chapter 3 of the Bastrop Building Block (B³) Code.
6. The site must be developed and improved, and contain an existing permanent business operating in a building with a certificate of occupancy at all times while the Mobile Food Vending Unit occupies the property.
7. Mobile Food Vendors must meet all applicable laws regarding Mobile Food Vendors as described in the International Building Code (IBC) and International Fire Code (IFC), as adopted and amended by the City.
8. When required, Mobile Food Vending Units must be equipped with commercial mechanical facilities sufficient to provide proper cooking ventilation and fire suppression for eating establishments, as established under the City's adopted building codes. All equipment on the vehicle is to be NSF International (formerly National Sanitation Foundation) approved, American National Standards Institute (ANSI) approved, or of commercial grade.
9. Electricity shall be from a generator or permanent connection in a Mobile Food Court and the Mobile Food Vendor shall utilize electrical cords in conformance with the National Electrical Code as adopted and amended by the City.
10. Any Mobile Food Vendors that prepare food outside of the Unit must operate from an approved commissary in good standing as defined in and required by the Texas Food Establishment Rules. An existing food establishment may

serve as a commissary if approved by the City. The commissary shall have, approved potable water hookups, approved wastewater drainage facilities, approved grease interceptor hookup(s) and size, and any other accommodations as determined necessary by the City to ensure compliance with all regulatory codes, including but not limited to the local health authority. The commissary shall comply with all Food Establishment Rules and hold all current licenses and permits as required by the Rules. Valid copies of the commissary's current licenses and permits used under the Food Establishment Rules and most recent health inspection report must be kept on file with the City. Mobile Food Vendors shall provide documentation of each visit to or service by the commissary and shall have that documentation immediately available for inspection by the City.

11. For Mobile Food Vendors that sell prepackage food or prepare food within the Unit must keep a manifest of all food supply with purchasing sources for inspection at any time.
12. All employees of the permit holder must have a valid food handler's training certificate.
13. Any Mobile Food Vendor that will be in one location for more than four (4) hours shall provide covered garbage and storage facilities for employee and customer use of sufficient size that refuse is fully contained in a manner that prevents litter and remains insect- and rodent-proof.
14. The Mobile Food Vending Unit must meet the following plumbing standards:
 - a. All liquid waste shall be discharged to an approved sanitary sewage disposal system at the commissary or through an authorized service provider. All used fats, oil, or grease shall be discharged to an approved grease interceptor at the commissary or through an authorized service provider. Used fats, oils or grease shall not be discharged to any unauthorized food establishment grease interceptor.
 - b. Liquid waste shall not be discharged from the retention tank when the Mobile Food Vending Unit is open to the public or in the process of preparing food.
 - c. The waste connection shall be located below the water connection to preclude contamination of the potable water system.
 - d. Connections to a water or sewage system on site is ~~prohibited~~ only allowed when the connections have been properly permitted and inspected by the Building Official or designee.
15. Mobile Food Vending Units shall be separated from existing buildings and other mobile food vehicles by a minimum of ten (10) feet. Food Vendors shall not set

up in fire lanes or parking spaces that are required for the use of an existing business.

16. The Mobile Food Vending Unit and any parking areas used by the Mobile Food Vendor or its customers, should be located on a paved surface, or an alternative all-weather surface as approved by the City Engineer or their designee. Where providing paved or all-weather surface would be impractical or not provide a public benefit, alternative methods may be approved with a concept plan. Alternative methods may include but are not limited to portable spill berms, environmentally sensitive materials, and other methods to mitigate property damage and environmental hazards.
17. Except as shown on an approved Site Plan, the Mobile Food Vendor shall prepare, serve, store and display food and beverages on or in the Mobile Food Vending Unit itself; and shall not attach, set up, or use any other device or equipment intended to increase the selling, serving, storing or displaying capacity of the Mobile Food Vendor.
18. Mobile Food Vendors must comply with Chapter 6 – Public Nuisances.
19. Mobile Food Vendors must comply with the Bastrop Building Block (B³) Code – Article 6.6 Outdoor Lighting.
20. Drive-through service from Mobile Food Vendors is prohibited.
21. Alcohol sales must show proof of Texas Alcoholic Beverage Commission (TABC) authorization.
22. A copy of required records shall be immediately available for inspection by the City on the Mobile Food Vending Unit.
23. Mobile Food Vehicles must be movable by motorized or non-motorized means.

Section 4.04.101 – Categories of Mobile Food Vendor Permits

A) Mobile Food Vendor in an approved Mobile Food Court.

1. A Mobile Food Vendor may operate from a Mobile Food Vendor Food Court site that is designed and intended for mobile food use as the primary use of the property. An approved Site Plan will be required for a Mobile Food Vendor Court that is the primary use on a property. Deviations from the requirements found in Section 6.5.001 Permitted Building Types per Place Type, and Section 6.5.003 (A) Lot Occupation may be approved by Development Review Committee when considering the lot layout of a specific site.
2. Utility hookups for water, wastewater, and electric must be provided by the property owner for each Vending Unit.
3. The Food Court will provide permanent restroom facilities on site.

4. The Mobile Food Vendor must submit with the permit application written authorization or other suitable documentation showing that the owner of the property, or the owner's authorized agent, consents to the Mobile Food Vendor operating on said property.
5. Any permanent structure will require a site plan amendment and building permit and be subject to any applicable regulations.
6. Two sandwich board signs for each vendor may be used on-site during business hours. All other signage must be on the truck or trailer and mounted flush to the surface of the unit.
7. Signage for the Mobile Food Court shall be in compliance with the B³ Code.
8. Mobile Food Courts may use fencing, landscaping which is a minimum three (3) feet tall at maturity, or other approved architectural element to meet the required façade at build-to line requirements with approval by the Development Review Committee. The screening shall meet the intent of the B³ Code by creating a street room, clear access point(s), and walkable environment.

B) Mobile Food Vendor located on an existing, developed site with a Primary Use.

1. A Mobile Food Vendor may operate from a property with an existing permanent business operating in a building with a current Certificate of Occupancy.
2. A Mobile Food Vendor with an approved lease agreement with the city may be located in a city park or property.
3. The permanent business must provide restroom facilities for use by the employees of the Mobile Food Vendor. Written proof of a restroom facility agreement that provides the availability of a fixed establishment restroom for the use of the Mobile Food Vendor employees located in a business establishment within one-hundred fifty (150) feet of each location where the Mobile Food Vending Unit will be in operation.
4. The Mobile Food Vending Unit cannot obstruct driveways or fire lanes.
5. No permanent seating areas can be established. Temporary seating which is removed and stored daily within the Mobile Food Vendor or existing permanent structure may be allowed.
6. Two sandwich board signs may be used on-site during business hours. All other signage must be on the truck or trailer and mounted flush to the surface of the unit.
7. Location of the Mobile Food Vending Unit and any temporary seating areas must be shown on a lot diagram.

C) Temporary Mobile Food Vendors:

1. Mobile Food Vendors must be located on a property for less than four hours.
2. All locations the vendor may occupy will be submitted to the City.
3. The Mobile Food Vending Unit cannot obstruct driveways or fire lanes.
4. Mobile Food Vendors that will vend in a city park, property, or right-of-way will require additional approval by the Director of Public Works.

Section 4.04.102 - Mobile Food Vendor Permit Application. The application for a Mobile Food Vendor permit shall include the following information:

1. an application fee as adopted in Section A4.04.
2. name, legal name of business or entity, business address, telephone number, and email address of the applicant;
3. the applicant's identification number as shown on a current and valid government-issued identification document that includes a photograph of the applicant;
4. if the applicant represents a corporation, association or partnership, the names and addresses of the officers or partners;
5. name, legal name of business or entity, business address, telephone number, and email address of the owner if the owner is not the applicant;
6. signed and notarized permission from all private property owners where the Mobile Food Vending Unit will be stationed;
7. the manner of mobile food vending operation to be conducted (for example, foot vending, truck, trailer, pushcart, etc.); the make, model, year, license or registration, and vehicle identification number of each vehicle to be used in the mobile food vending operation;
8. proof of motor vehicle insurance for each vehicle to be used in the mobile food vending operation;
9. an itinerary of locations where sales will occur; and a location map and sketch of site location for each location to be used by the Mobile Food Vendor;
10. a lot diagram, if applicable;
11. a copy of the vendor's current health permit from Bastrop County;

12. For a Mobile Food Vendor located on an existing site, a written agreement from a business within one hundred fifty (150) feet for employees of the mobile food establishment to have use of flushable restrooms during hours of operation;
13. proof of water/wastewater service;
14. documentation indicating the volume capacity of any required water and wastewater storage tanks either on the tank itself or in writing;
15. a description of the type of food or the specific foods to be vended;
16. a notarized statement from the owner of the commissary stating that the mobile food establishment will use the facility as its base of operation and providing the address and food establishment permit number of the facility, or retailer sources for food items to be cooked onsite or for resale;
17. a valid copy of the applicant's sales tax and use tax permit; and
18. any other information reasonably required by the Director of Planning and Development.

D) Mobile Food Vendor Permits.

1. Permit Determinations. The City will evaluate the data furnished by the applicant and may require additional information. Within fourteen (14) working days of receipt of a completed permit application, the City will determine whether or not to issue a Mobile Food Vendor permit. The City may deny an application for a permit on any of the following grounds:
 - a. failing to provide all of the information required by the City;
 - b. the applicant's past record of ordinance violations;
 - c. safety record of the applicant or any driver, based on such things as civil and criminal lawsuits and violations of environmental laws and ordinances; and
 - d. providing false, misleading or inaccurate information to the City.
2. Permits are not transferable.
3. Mobile Food Vendor permits will be valid from the date of issuance to the expiration date listed on each permit. Permits may be renewed for a set time period and fees will be assessed in accordance with Appendix A.

E) Mobile Food Permit Denial.

1. If a Mobile Food Vendor Permit is denied, the applicant may appeal the decision to the City Manager or City Manager's designee.
2. The applicant must provide information demonstrating that strict adherence to the regulations of this ordinance is not applicable to the specific situation. The applicant must show that the proposed activity meets the intent of the ordinance.
3. The decision of the City Manager or City Manager's designee may be appealed to City Council.

F) Permit Revocation and Appeal.

1. The City Manager or City Manager's designee may revoke a permit issued under this ordinance by a Mobile Food Vendor if the permit holder or the permit holder's employee:
 - a. commits critical or repeated violations of applicable law; or
 - b. knowingly provides false information on an application; or
 - c. interferes with the Health Authority in the performance of the Health Authority's duties; or
 - d. if a permitted establishment under this Article changes ownership and there are violations that must be corrected to meet applicable standards.
2. Before revoking a permit, the City shall provide the permit holder or person in charge with written notice of the pending permit revocation.

The written notice shall include:

- a. the reason(s) the permit is subject to revocation; and
- b. if applicable:
 1. the date on which the permit is scheduled to be revoked; and
 2. a statement that the permit will be revoked on the scheduled date unless the permit holder files a written request for a meeting with the City no later than the tenth (10th) day after the date the notice is served.
3. The applicant may appeal the revocation of a permit by submitting a written request for appeal along with any evidence supporting the appeal to the Board of Appeals within ten (10) days of receiving the notice of revocation. The Board of Appeals will make a decision within a reasonable time of receipt of the

appeal, but no later than thirty (30) days after receipt. The Board of Appeals' decision shall be final.

G) Inspections.

1. The City may inspect a Mobile Food Vendor during regular business hours and at other reasonable times to determine compliance with this ordinance.
2. After conducting an inspection, the City shall inform the Mobile Food Vendor of findings.
3. If a violation is found, the City shall:
 - a. close the unit; or
 - b. prescribe a reasonable time period for correction of violations. Re-inspections at prescribed time intervals will be conducted to determine whether required corrections have been made.

H) Penalty.

A violation of this ordinance is considered a violation pertaining to fire safety, zoning, public health and/or sanitation and is punishable by a fine not to exceed two thousand dollars (\$2,000.00) in accordance with City Code Section 1.01.009.

Sec. A4.04. - Peddlers, solicitors and vendors.

SEC Reference	Last updated	Description	Amount of fee
A4.04.	Ordinance 2020-02	Mobile Food Court – Mobile Food Vendor	
		Per Month	\$60.00
		Per Year	\$600.00
	Ordinance 2020-02	Accessory to Primary Use - Mobile Food Vendor	
		Per Week	\$50.00
		Per Month	\$175.00
	Ordinance 2020-02	Temporary Mobile Food Vendor Permit	
		Per Day	\$25.00
		Per Week	\$150.00

Proposed resolution for Mobile Food Vendors permanent connection to utilities.



- Site elements are required to have access to permanent utilities.
- This will require a site plan with the same elements as a brick and mortar building.
 - Restrooms
 - Seating
 - Appropriate zoning (P4 & P5)
 - Architectural/lot features that meet the B3 code – may not meet strict enforcement of B³ but deviates can be approved by DRC.
 - **Annual** permit fees for each vendor.

Proposed resolution for Mobile Food Vendors that are self-contained or require minimum access to utilities



- Requires permission from the land owner.
- **Permits are short term.**
 - **5, 10, or 30 days max.**
- Permit fees discourage competition with brick and mortar buildings.
- If power is required it must be provided by the property owner.
- **The vending unit must be removed daily.**
- The property owner must provide restroom facilities and a hand washing station for the employees that is connected to City Utilities.

Proposed resolution for Mobile Food Vendors that are self-contained on a temporary basis



- Must be self-propelled.
- Limited hours of operation.
- Permits are short term.
 - Daily or Weekly
- Permit fees discourage competition with brick and mortar buildings.

Property tax paid by brick and mortar locations

- Neighbors- \$3000
- Old Town \$3600
- Maxine's \$2000
- Southside \$12000
- Panda express \$6,000
- Stem & Stone \$2000
- Jalisco's \$4000
- McDonalds \$9500
- Taco Bell \$6600
- Wendy's \$4300
- Laundromat/Ice machine property where Yoli's Tacos sits \$1,000



Proposed Original Fees

Sec. A4.04. - Peddlers, solicitors and vendors.



SEC Reference	Last updated	Description	Amount of fee
A4.04.	Ordinance 2020-02	Mobile Food Court – Mobile Food Vendor	
		Per Month	\$60.00
		Per Year	\$600.00
	Ordinance 2020-02	Accessory to Primary Use - Mobile Food Vendor	
		Per Week	\$50.00
		Per Month	\$175.00
	Ordinance 2020-02	Temporary Mobile Food Vendor Permit	
		Per Day	\$25.00
		Per Week	\$150.00



Proposed Alternate Fees

Sec. A4.04. - Peddlers, solicitors and vendors.

SEC Reference	Last updated	Description	Amount of fee
A4.04.	Ordinance 2020-02	Mobile Food Court – Mobile Food Vendor	
		Per six months	\$350.00
		Per Year	\$500.00
	Ordinance 2020-02	Accessory to Primary Use - Mobile Food Vendor	
		Per six months	\$350.00
		Per Year	\$500.00
	Ordinance 2020-02	Temporary Mobile Food Vendor Permit	
		Per six months	\$350.00
		Per Year	\$500.00

Questions/Discussion?





STAFF REPORT

MEETING DATE: May 12, 2020

AGENDA ITEM: 12A

TITLE:

City Council shall convene into closed executive session pursuant to Section 551.072 of the Texas Government Code to deliberate the acquisition of property and easements associated with the construction of Wastewater Treatment Plant #3.

STAFF REPRESENTATIVE:

Robert Wood, Interim City Manager





STAFF REPORT

MEETING DATE: May 12, 2020

AGENDA ITEM: 13

TITLE:

Take any necessary or appropriate action on matters posted for consideration in closed/executive session

STAFF REPRESENTATIVE:

Robert Wood, Interim City Manager

