Bastrop, TX City Council Meeting Agenda

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

BASTROPTX
Heart of the Lost Pines / Est. 1832

January 14, 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.

As authorized by Section 551.071 of the Texas Government Code, this meeting may be convened into closed Executive Session for the purposes of seeking confidential legal advice from the City Attorney on any item on the agenda at any time during the meeting.

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

PLEASE NOTE: ANYONE WISHING TO ADDRESS THE COUNCIL MUST COMPLETE A CITIZEN COMMENT FORM AND GIVE THE COMPLETED FORM TO THE CITY SECRETARY PRIOR TO THE START OF THE CITY COUNCIL MEETING.

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 – Grady Chandler, Police Chaplain

4. PRESENTATIONS

4A. Mayor's Report

4B. Councilmembers' Report

4C. City Manager's Report

4D. A proclamation of the City Council of the City of Bastrop, Texas, recognizing January 20, 2020 as Martin Luther King Day.

4E. Presentation of 2019 Lost Pines Christmas Lighted Parade Winners.

5. WORK SESSION/BRIEFINGS

5A. Receive presentation on the proposed contract for election services.

5B. Discuss the cooperation agreement from 1965 with the Bastrop Housing Authority, and receive policy direction regarding charging fees for permitting and inspections.

5C. Discuss request to create designated parking at the LCRA Ballfields.

6. STAFF AND BOARD REPORTS

6A. Receive presentation on the unaudited Monthly Financial Report for the period ending November 30, 2019.

6B. Receive Quarterly Presentation from the Bastrop Economic Development Corporation.

7. CITIZEN COMMENTS

At this time, three (3) minute comments will be taken from the audience on any topic. To address the Council, please submit a fully completed request card to the City Secretary prior to the beginning of the Council meeting. 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.

To address the Council concerning any item on the agenda, please submit a fully completed request card to the City Secretary prior to the start of the meeting.

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

8. CONSENT AGENDA

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

8A. Consider action to approve City Council minutes from December 10, 2019, Regular Meeting and January 7, 2020, Special Called Meeting.

8B. Consider action to approve the second reading of Ordinance No. 2019-76 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2020 in accordance with existing statutory requirements; appropriating the various amounts herein as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; and establishing an effective date.

9. ITEMS FOR INDIVIDUAL CONSIDERATION

9A. Consider action to approve Resolution No. R-2020-04 of the City Council of the City of Bastrop, Texas confirming a board appointment of the Mayor, as required in Section 3.08 of the City's Charter, and establishing an effective date.

9B. Consider action to approve Resolution No. R-2020-08 of the City Council of the City of Bastrop, Texas approving the public information request form; designating the city's mailing address and e-mail address for receiving requests for public information; and establishing an effective date.

9C. Consider action to approve Resolution No. R-2020-01 of the City Council of the City of Bastrop, Texas, calling for and establishing the procedures for a May 2, 2020 General Election for Bastrop, Texas; and providing an effective date.

9D. Consider action to approve Resolution No. R-2020-02 of the City Council of the City of Bastrop, Texas, approving a Joint Agreement between the City of Bastrop, Bastrop Independent School District and Bastrop County Water Control and Improvement District No. 2 for the May 2, 2020 General Election for Bastrop, Texas, attached as Exhibit A; authorizing the City Manager to execute all necessary documents; and providing an effective date.

9E. Consider action to approve Resolution No. R-2020-03 of the City Council of the City of Bastrop, Texas, approving a contract for election services between the Elections Administrator of Bastrop County and the City of Bastrop for the May 2, 2020 General Election for Bastrop, Texas, attached as Exhibit A; authorizing the City Manager to execute all necessary documents; and providing an effective date.

9F. Hold public hearing and consider action to approve Resolution No. R-2020-06 of the City Council of the City of Bastrop, Texas granting a variance to Bastrop Code of Ordinances Article 4.02.005 Sale of Alcoholic Beverages, Separation Requirements from Church, Public or Private School, or Public Hospital, on property located at 1004 Main Street, within the city limits of Bastrop, Texas, as shown in Exhibit A; providing for a repealing clause; and establishing an effective date.

9G. Hold public hearing and consider action to approve Resolution No. R-2020-07 of the City Council of the City of Bastrop, Texas; supporting an application for 2020 Housing Tax Credits by Farm Street Village, LP, for a development located at approximately 1500 Farm Street, named Farm Street Village, to the Texas Department of Housing & Community Affairs to develop affordable rental senior housing, within the city limits of Bastrop, Texas; authorizing the Mayor to certify resolutions to Texas Department of Housing & Community Affairs; authorizing the City Manager to waive Two Hundred Fifty Dollars and No Cents ($250.00) in development fees; and providing for an effective date.

9H. Consider action to approve Resolution No. R-2020-09 of the City of Bastrop, Texas; acknowledging that Bastrop has more than two times the state average per capita of housing tax credit units and supporting the 2020 Housing Tax Credit Application by Farm Street Village, LP, for the development located at approximately 1500 Farm Street, named Farm Street Village, to the Texas Department of Housing and Community Affairs to develop affordable rental senior housing, within the city limits of Bastrop, Texas, authorizing the execution of documents; and providing an effective date.

9I. Consider action to approve Resolution No. R-2020-05 of the City Council of the City of Bastrop, Texas awarding a master contract for the purchase and delivery of Harmsco Filter Cartridges to Ryan Herco Flow Solutions, in the amount of One Hundred Fifty-Four and 62/100 cents ($154.62) and Four Hundred Fourteen and 91/100 cents ($414.91) per unit; as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

9J. Consider action to approve Ordinance No. 2020-01 of the City Council of the City of Bastrop, Texas, authorizing the Issuance of the City of Bastrop, Texas Combination Tax and Revenue Certificates of Obligation, Series 2020 to purchase Fire trucks and equipment; Levying an Ad Valorem Tax and Pledging Certain Surplus Revenues in Support of the Certificates; Approving an Official Statement, a Paying Agent/Registrar Agreement and Other Agreements Relating to the Sale and Issuance of the Certificates; and Ordaining Other Matters Relating to the Issuance of the Certificates; repealing all ordinances and actions in conflict herewith; and providing for an effective date.

9K. Consider action to approve Resolution No. R-2020-10 of the City Council of the City of Bastrop, Texas, establishing a required retainage of ten percent (10%) be held as part of Public Construction Projects, authorizing the City Manager to execute all necessary documents; and providing an effective date.

9L. Consider action to approve Resolution No. R-2020-11 of the City Council of the City of Bastrop, Texas awarding a contract with Simplecity Design LLC for professional planning and urban design services in an amount not to exceed Thirty Thousand and 00/100 Dollars ($30,000.00), as attached is Exhibit A; authorize the City Manager to execute necessary documents; providing for a repealing clause; and establishing an effective date.

10. EXECUTIVE SESSION

10A. City Council shall convene into closed executive session pursuant to Section 551.074 to conduct an annual performance evaluation of the City Manager as required by her employment agreement.

10B. 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.

10C. City Council shall convene into closed executive session for a briefing pursuant to Texas Government Code Sections 551.071, .72, and .087 regarding legal, real estate, and economic development aspects of possible vendor space at Fisherman's Park.

10D. City Council shall convene into closed executive session for a briefing pursuant to Texas Government Code Sections 551.071, .074 and regarding the draft job description for a City Council Liaison position.

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

12. 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: Friday, January 10, 2020 at 4:00 p.m. and remained posted for at least two hours after said meeting was convened.

Ann Franklin, City Manager

STAFF REPORT

MEETING DATE: January 14, 2020 **AGENDA ITEM**: 4A

TITLE:
Mayor's Report

STAFF REPRESENTATIVE:
Lynda Humble, 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

Mayor's Report
January 14, 2020

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Latest Activities

December 3 - 31

Events in 2019: 329





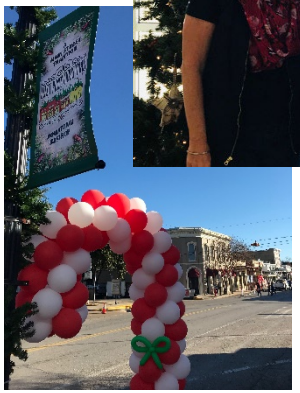
Best Christmas Pageant Ever















SFC Anthony Merino



Mingle Jingle



Employee Luncheon



Generation Citizen Judge

BCHS Rendezvous



Kovar Land Services

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Planned Events

January 1 - 14

- January 6 – Library Board Meeting
- January 8 – Chamber Luncheon
- January 11 – Happy Healthy New Years Bash (ITT Kick-off)
- January 14 –
  - Lost Pines Toyota Solar Installation Ribbon Cutting
  - Bastrop County Complete Count Committee Meeting
  - City Council Meeting

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Upcoming Events & City Meetings

- January 15 – Joint Meeting with BEDC Board and City Council
- January 16 – Bastrop Flooring and Granite Ribbon Cutting
- January 11 – Happy Healthy New Years Bash (ITT Kick-off)
- January 20 – BEDC Board Meeting
- January 23 – Seton Ribbon Cutting
- January 28 –
    - Austin/Bastrop Colorado River Coalition Meeting
    - Council Meeting

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STAFF REPORT

MEETING DATE: January 14, 2020 **AGENDA ITEM**: 4B

TITLE:
Councilmembers' Report

STAFF REPRESENTATIVE:
Lynda Humble, 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:

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(5) information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the political subdivision; and
(6) announcements involving an imminent threat to the public health and safety of people in the political subdivision that has arisen after the posting of the agenda.

STAFF REPORT

MEETING DATE: January 14, 2020 **AGENDA ITEM**: 4C

TITLE:
City Manager's Report

STAFF REPRESENTATIVE:
Lynda Humble, 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:

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(6) announcements involving an imminent threat to the public health and safety of people in the political subdivision that has arisen after the posting of the agenda.

STAFF REPORT

MEETING DATE: January 14, 2020 **AGENDA ITEM**: 4D

TITLE:
A proclamation of the City Council of the City of Bastrop, Texas, recognizing January 20, 2020 as Martin Luther King Day.

STAFF REPRESENTATIVE:
Lynda K. Humble, City Manager

PROCLAMATION

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WHEREAS, Dr. Martin Luther King, Jr. challenged our Nation to recognize that our individual liberty relies upon our common equality; and

WHEREAS, at a time when our Nation was sharply divided, Dr. King called on a generation of Americans to be "voices of reason, sanity, and understanding amid the voices of violence, hatred, and emotion"; and

WHEREAS, Dr. King devoted his life to the struggle for justice and equality, sowing seeds of hope for a day when all people might claim "the riches of freedom and the security of justice"; and

WHEREAS, on the Martin Luther King, Jr. Federal Holiday, we commemorate the 34th Anniversary of the holiday recognizing one of America's greatest visionary leaders, and we celebrate the life and legacy of Dr. King; and

WHEREAS, Dr. King's "I Have A Dream Speech" turns 57 in 2020, and reminds us to recognize that in these challenging times, too many Americans face limited opportunities, but our capacity to support each other remains limitless; and

WHEREAS, we must face the challenges with the same strength, persistence and determination exhibited by Dr. King; and

WHEREAS, the walk's theme is **"A Day On…Not A Day Off!";** and

WHEREAS, the American people are called to engage in public service and promote nonviolent social change so that Dr. King's unfinished movement toward equality can be achieved by our united, enduring efforts; and

WHEREAS, in the City of Bastrop, Texas, all citizens are urged to join with Bastrop High School, Smithville High School, Elgin High School, McDade High School, Cedar Creek High School and Colorado River Collegiate Academy in supporting the Scholarship Program during the annual walk; and

WHEREAS, all citizens are also urged to join in the 31st annual walk on January 20, 2020, at 10:00 a.m. beginning at the Elgin Depot Museum, 14 Depot St, Elgin, Texas and will end at Booker T. Washington Elementary School, 510 Martin Luther King Blvd. for universal peace, justice, human rights, and social and economic progress for all people.

NOW, THEREFORE, I, Connie B. Schroeder, Mayor of the City of Bastrop, Texas, do hereby proclaim Monday, January 20, 2020 as:

Dr. Martin Luther King, Jr. Day

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Bastrop, Texas to be affixed this 14th day of January, 2020.

_____
Connie B. Schroeder, Mayor

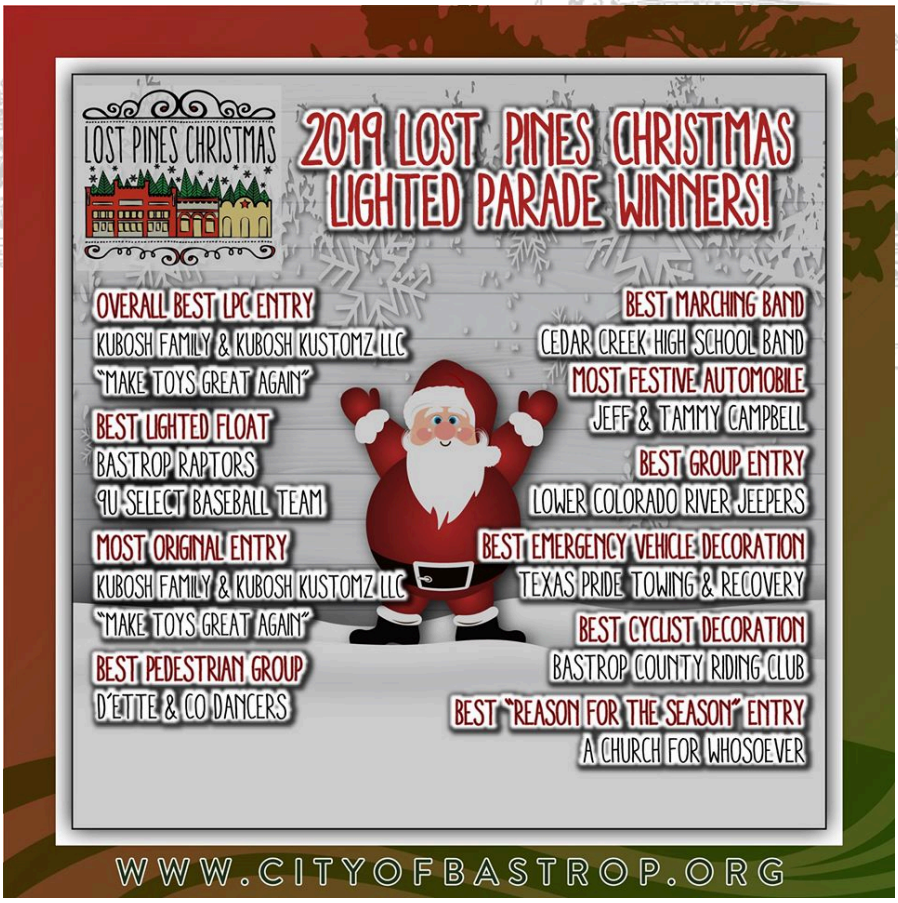
STAFF REPORT

MEETING DATE: January 14, 2020 **AGENDA ITEM**: 4E

TITLE:
Presentation of 2019 Lost Pines Christmas Lighted Parade Winners

STAFF REPRESENTATIVE:
Rebecca Gleason, Main Street Manager

BACKGROUND/HISTORY:
Presentation of 2019 Lost Pines Christmas Lighted Parade Winners as outlined below:



ATTACHMENT:

- PowerPoint Presentation

2019 Lighted Christmas Parade Award Winners

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STAFF REPORT

MEETING DATE: January 14, 2020 **AGENDA ITEM**: 5A

TITLE:
Receive presentation on the proposed contract for election services.

STAFF REPRESENTATIVE:
Ann Franklin, City Secretary

BACKGROUND/HISTORY:

The City of Bastrop will hold a General Election on May 2, 2020. The City of Bastrop contracts with Bastrop County to conduct the City's Election. The Election Administrator for Bastrop County may be authorized through our contract to contract with other entities to cause a Joint Election.

Bastrop Independent School District (BISD), which are one of the entities in the Joint Election, is proposing to add eight (8) additional early voting polling locations and requesting the other entities involved in the joint agreement split the cost. Seven (7) of the polling locations will be out of the city limits and one will be inside the city limits. (See below) If the City of Bastrop pays its pro-rata share of all early voting locations, the cost is $11,991.83. If BISD covers the cost of all early voting locations outside of the City of Bastrop, the cost to the City of Bastrop is $8,452.33. The City of Bastrop's cost without a Joint Election is $10,305.22.

Original Early Voting Locations:
Bastrop ISD Service Center, 906 Farm Street, Bastrop, TX 78602 *
Bastrop High School, 1614 Chambers St., Bastrop, TX 78602 *
Lost Pines Elementary, 151 Tiger Woods, Bastrop, TX 78602
Cedar Creek High, 793 Union Chapel, Cedar Creek, TX 78612
Cedar Creek Middle, 125 Voss Pkwy., Cedar Creek, TX 78612
Red Rock Elementary, 2401 FM 20, Red Rock, TX 78662

Additional Early Voting Locations Added by BISD:
Bluebonnet Elementary School, 416 FM 1209, Bastrop, TX 78602
Cedar Creek Elementary School, 5582 FM 535, Cedar Creek, TX 78612
Emile Elementary School, 601 MLK Jr. Dr., Bastrop, TX 78602 *
Mina Elementary School, 1203 Hill St., Bastrop, TX 78602 *
Bastrop Intermediate School, 509 Old Austin Hwy., Bastrop, TX 78602 *
Cedar Creek Intermediate School, 151 Voss Pkwy., Cedar Creek, TX 78612
Bastrop Middle School, 725 Old Austin Hwy., Bastrop, TX 78602 *
Colorado River Collegiate Academy/Genesis High School, 1602 Hill St., Bastrop, TX 78602 *

***Polling locations within the City of Bastrop**

The City of Bastrop voters will be able to vote at all 14 early voting locations.

Section 9.03 - Regulation of Elections.

The Council shall make all regulations considered to be necessary or desirable, which are not inconsistent with this Charter or state law, for the conduct of City elections, or for the prevention of fraud in such elections, and shall make provisions for a recount of the ballots, in case of doubt or fraud. The Council shall appoint election officials who shall conduct the City elections consistent with this Charter and with regulations made by the Council and by state law. The Council shall provide for the compensation of all election officials in City elections and for all other expenses of holding such elections.

STAFF REPORT

MEETING DATE: January 14, 2020 **AGENDA ITEM**: 5B

TITLE:
Discuss the cooperation agreement from 1965 with the Bastrop Housing Authority, and receive policy direction in regard to charging fees for permitting and inspections.

STAFF REPRESENTATIVE:
Trey Job, Assistant City Manager of Development Services

BACKGROUND/HISTORY:
The City of Bastrop in 1965 recognized a need for public housing, and entered into an agreement with the Housing Authority of the City of Bastrop on February 26, 1965. The agreement allows for deviations to the building code, but not at a risk to health and safety of the public.

More recently, one of the City of Bastrop Inspection staff noticed the installation of a water heater in one of the units managed by the Housing Authority. The inspector stopped and spoke with the Housing Authority's maintenance personnel and asked that he stop by the office and pick up a permit so an inspection can be performed. The City Inspector explained the risk associated with improper water heater installation.

On November 8, 2019, Ms. Spencer with the Housing Authority respectfully requested consideration to waive our requirement to obtain permits for routine maintenance involving electrical, plumbing or mechanical work, including repair or replacement of equipment and/or waive permit fees associated with this work in accordance paragraph 5 (c) of the Cooperation Agreement between the Housing Authority and the City of Bastrop, which states: "In so far as the Municipality may lawfully do so, (II) grant such deviations from the building code of the Municipality as are reasonable and necessary to promote economy and efficiency in the development and administration of such Project, and at the same time safe-guard the health and safety…"

Staff has reviewed the Cooperation Agreement and agrees with Ms. Spencer the intent of the document allows the City of Bastrop to assist the Housing Authority with maintaining affordable housing options to citizens of Bastrop. We also agree the health and safety of the resident is the highest priority.

With that in mind, Staff recommends that permitting and inspection be required per the newly adopted 2018 ICC Codes but, the fees be waived to prevent a pass-through cost to the residents of the Housing Authority.

POLICY EXPLANATION:
Texas Local Government Code Section 51.001 provides the City general authority to adopt an Ordinance or police regulations that are for the good government, peace, or order of the City and is necessary or proper for carrying out a power granted by law to the City.

FUNDING SOURCE:
N/A

RECOMMENDATION:
Discuss the cooperation agreement from 1965 with the Bastrop Housing Authority, and receive policy direction in regard to charging fees for permitting and inspections.

ATTACHMENTS:

- Cooperation agreement
- Email request from Brandy Spencer with the Housing Authority
- A copy of the issued plumbing permit and associated fee
- Pages from the 2018 Building Code sec. 105 (exemptions to permitting)

COOPERATION AGREEMENT

This Agreement entered into this 26 day of February ,19 65 by and between the Housing Authority of the City of Bastrop, Texas (herein called the "Local Authority") and the City of Bastrop (herein called the "Municipality"), witnesseth:

In consideration of the mutual covenants hereinafter set forth, the parties hereto do agree as follows:

1. Whenever used in this Agreement:

(a) The term "Project" shall mean any low-rent housing hereafter developed as an entity by the Local Authority with financial assistance of the Public Housing Administration (herein called the "PHA"); excluding, however, any low-rent housing project covered by any contract for loans and annual contributions entered into between the Local Authority and the PHA, or its predecessor agencies, prior to the date of this Agreement.

(b) The term "Taxing Body" shall mean the State or any political subdivision or taxing unit thereof in which a Project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to a Project if it were not exempt from taxation.

(c) The term "Shelter Rent" shall mean the total of all charges to all tenants of a Project for dwelling rents, and nondwelling rents (excluding all other income of such Project), less the cost to the Local Authority of all dwelling and nondwelling utilities.

(d) The term "Slum" shall mean any area where dwellings predominate which, by reason of dilapidation, overcrowding, faulty arrangement or design, lack of ventilation, light or sanitation facilities, or any combination of these factors, are detrimental to safety, health, or morals.

2. The Local Authority shall endeavor (a) to secure a contract or contracts with the PHA for loans and annual contributions covering one or more Projects, comprising approximately 150 units of low-rent housing and (b) to develop and administer such Project or Projects, each of which shall be located within the corporate limits of the Municipality. The obligations of the parties hereto shall apply to each such Project.

3. (a) Under the constitution and statutes of the State of Texas all projects are exempt from all real and personal property taxes and special assessments levied or imposed by any Taxing Body. With respect to any Project, so long as either (1) such Project is owned by a public body or governmental agency and is used for low-rent housing purposes, or (11) any contract between the Local Authority and the PHA for loans or annual contributions, or both, in connection with such Project remains in force and effect, or (111) any bonds issued in connection with such Project or any monies due to the PHA in connection with such Project remain unpaid, whichever period is the longest, the Municipality agrees that it will not levy or impose any real or personal property taxes or special assessments upon such Project or upon the Local Authority with respect thereto. During such period, the Local Authority shall make annual payments (herein called "Payments in Lieu of Taxes") in lieu of such taxes and special assessments and in payment for the Public services and facilities furnished from time to time without other cost or charge for or with respect to such Project.

(b) Each such annual Payment in Lieu of Taxes shall be made after the end of the fiscal year established for such Project, and shall be in an amount equal to either (1) ten percent (10%) of the aggregate Shelter Rent charge by the Local Authority in respect to such Project during such fiscal year, or (ii) the amount permitted to be paid by applicable State law in effect on the date such payment is made, whichever amount is the lower. For the purpose of computing the Federal Annual Contribution and Payment in Lieu of Taxes, all projects which are covered by the same contract with the PHA for annual contributions and which have cooperation agreements with the identical Taxing Bodies shall be treated collectively as a single project."

(c) The Local Authority shall distribute the Payments in lieu of Taxes among the taxing bodies in the proportion which the real property taxes which would have been paid to each Taxing Body for such year if the Project were not exempt from taxation bears to the total real property taxes which would have been paid to all of the Taxing Bodies for such year if the Project were not exempt from taxation; Provided, however, That no payment for any year shall be made to any Taxing Body in excess of the amount of the real property taxes which would have been paid to such Taxing Body for such year if the Project were not exempt from taxation.

(d) Upon failure of the Local Authority to make any Payment in Lieu of Taxes no lien against any Project or assets of the Local Authority shall attach, nor shall any interest or penalties accrue or attach on account thereof.

4. The Municipality agrees that, subsequent to the date of initiation (as defined in the United States Housing Act of 1937, as amended) of each Project and within (5) years after the completion thereof, or such further period as may be approved by the PHA, there has been or will be elimination (as approved by the PHA by demolition, condemnation, effective closing, or compulsory repair or improvement, of unsafe or insanitary dwelling units situated in the locality or metropolitan area in which such Project is located, substantially equal in number to the number of newly constructed dwelling units provided by such Project; Provided, That, where more than one family is living in an unsafe or insanitary dwelling unit, the elimination of such unit shall count as the elimination of units equal to the number of families accomodated therein; and Provided, further, That this paragraph 4 shall not apply in the case of (I) any Project developed on the site of a Slum cleared subsequent to July 15, 1949, and that the dwelling units eliminated by the clearance of the site of such Project shall not be counted as elimination for any other Project or any other low-rent housing project, or (II) any Project located in a rural nonfarm area.

5. During the period commencing with the date of the acquisition of any part of the site or sites of any Project and continuing so long as either (I) such Project is owned by a public body or governmental agency and is used for low-rent housing purposes, or (II) any contract between the Local Authority and the PHA for loans or annual contributions, or both, in connection with such Project remains in force and effect, or (III) any bonds issued in connection with such Project or any monies due to the PHA in connection with such Project remain unpaid, whichever period is the longest, the Municipality without cost or charge to the Local Authority or the tenants of such Project (other than the Payments in Lieu of Taxes) shall:

(a) Furnish or cause to be furnished to the Local Authority and the tenants of such Project public services and facilities of the same character and to the same extent as are furnished from time to time without cost or charge to other dwellings and inhabitants in the Municipality;

(b) Vacate such streets, roads, and alleys within the area of such Project as may be necessary in the development thereof, and convey without charge to the Local Authority such interest as the Municipality may have in such vacated areas, and, in so far as it is lawfully able to do so without cost or expense to the Local Authority or to the Municipality, cause to be removed from such vacated areas, in so far as it may be necessary, all public or private utility lines and equipment;

(c) In so far as the Municipality may lawfully do so, (I) grant such deviations from the building code of the Municipality as are reasonable and necessary to promote economy and efficiency in the development and administration of such Project, and at the same time safeguard health and safety, and (II) make such changes in any zoning of the site and surrounding territory of such Project as are reasonable and necessary for the development and protection of such Project and the surrounding territory;

(d) Accept grants of easements necessary for the development of such Project; and

(e) Repair and maintain all interior streets, roads, alleys, and adjacent sidewalks within the area of such Project, together with all storm and sanitary sewer mains in such areas, whether dedicated or undedicated, after the Local Authority, at its own expense, has completed the grading, improvement, paving, and installation thereof, in accordance with specifications acceptable to the Municipality; and

(f) Cooperate with the Local Authority by such other lawful action or ways as the Municipality and the Local Authority may find necessary in connection with the development and administration of such Project.

6. In respect to any Project the Municipality further agrees that within a reasonable time after receipt of a written request therefor from the Local Authority:

(a) It will accept the dedication of all interior streets, roads, alleys, and adjacent sidewalks within the area of such project, together with all storm and sanitary sewer mains in such dedicated areas, after the Local Authority, at its own expense, has completed the grading, improvement, paving, and installation thereof in accordance with specifications acceptable to the Municipality.

(b) It will accept necessary dedications of land for, and will grade, improve, fully pave, and provide sidewalks for, all streets bounding such Project or necessary to provide adequate access thereto (in consideration whereof the Local Authority shall pay to the Municipality such amount as would be assessed under applicable State or local assessment laws against the Project site for such work if such site were privately owned;) and

(c) It will provide or cause to be provided, water mains, and storm and sanitary sewer mains, leading to such Project and serving the bounding streets thereof (in consideration whereof the Local Authority shall pay to the Municipality such amount as would be assessed under applicable State or local assessment laws against the Project site for such work if such site were privately owned.)

7. If by reason of the Municipality's failure or refusal to furnish or cause to be furnished any public services or facilities which it has agreed hereunder to furnish or to cause to be furnished to the Local Authority or to the tenants of any Project, the Local Authority incurs any expense to obtain such services or facilities then the Local Authority may deduct the amount of such expense from any Payments in Lieu of Taxes due or to become due to the Municipality in respect to any Project or any other low-rent housing projects owned or operated by the Local Authority.

8. No Cooperation Agreement heretofore entered into between the Municipality and the Local Authority shall be construed to apply to any Project covered by this agreement.

9. So long as any contract between the Local Authority and the PHA for loans (including preliminary loans) or annual contributions, or both, in connection with any Project remains in force and effect, or so long as any bonds issued in connection with any Project or any monies due to the PHA in connection with any Project remain unpaid, this Agreement shall not be abrogated, changed, or modified without the consent of the PHA. The priveleges and obligations of the Municipality hereunder shall remain in full force and effect with respect to each Project so long as the beneficial title to such Project is held by the Local Authority or by any other public body or governmental agency, including the PHA, authorized by law to engage in the development or administration of low rent housing projects. If at any time the beneficial title to, or possession of, any Project is held by such other public body or governmental agency, including the PHA, the provisions hereof shall inure to the benefit of and may be enforced by, such other public body or governmental agency, including the PHA.

Mr. Sims presented the agreement between the City of Bastrop and the Bastrop Housing Authority as entered into on June 7, 1967, as follows:

COMMUNITY FACILITIES AGREEMENT
BETWEEN
THE CITY OF BASTROP, BASTROP, TEXAS
AND
THE HOUSING AUTHORITY OF THE CITY OF BASTROP, TEXAS

WHEREAS, the City of Bastrop, Texas (hereinafter called "the city") and the Housing Authority of the City of Bastrop, Texas (hereinafter called "the Authority"), recognize a responsibility to provide for the general welfare of the community, an agreement is hereby made to benefit the community through purveyance of a Community Facilities Center;

THEREFORE, in consideration of the mutual covenants contained herein between the parties:

1.

The City does hereby agree to finance the Community Facilities Center through payments for expenses incurred by operation of the Center such payments to be an amount equal to, but not to exceed, the pilot fee paid to the City by the Authority in lieu of taxes.

2.

The Authority does hereby agree to: (A) Provide space for the operation of the Community Facilities Center; (B) Administer the financial operation of the Center from sums provided by the City through furnishing and providing for 1. Equipment and furnitures; 2. A director to manage and coordinate activities of the Center and; 3. All necessary utilities; 4. Liability insurance coverage for all staff members and participants in the program of the Center; 5. Maintenance, upkeep, repair, janitor service, and any other service necessary to the operation of the Center.

IN WITNESS WHEREOF, THE CITY OF BASTROP AND THE HOUSING AUTHORITY OF THE CITY OF BASTROP do hereby respectively sign this contract and cause their seals to be affixed and attested this 7th day of June, 1967.

Seal

THE CITY OF BASTROP, TEXAS
/s/ D.B. Sims, Mayor

Attest:
/s/ Jo Ann Turner, City Clerk

THE HOUSING AUTHORITY OF THE CITY OF BASTROP

/s/ G. B. Mack, Chairman of Board

Seal

Attest:
/s/ C.A. Long, Executive Director

IN WITNESS WHEREOF THE MUNICIPALITY AND THE LOCAL AUTHORITY HAVE RESPECTIVELY SIGNED THIS AGREEMENT AND CAUSED THEIR SEALS TO BE AFFIXED AND ATTESTED AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

City of Bastrop, Texas
(CORPORATE NAME OF MUNICIPALITY)

BY Jack A. Griesenbeck
(TITLE) Mayor

(SEAL)

ATTEST:

Ann Patton
(TITLE) City Clerk

Housing Authority of the
City of Bastrop, Texas
(CORPORATE NAME OF LOCAL AUTHORITY)

(SEAL)

BY _____
CHAIRMAN

ATTEST:

_____
(TITLE) Secretary

(LHA Closing Mins.)

After discussion, Commissioner Eskew moved that the Resolution be adopted as introduced and read. The motion was seconded by Sanders Commissioner _____, and the following vote was recorded:

AYES: _____, _____, _____, _____, _____, _____

NAYS: _____, _____, _____

The Chairman thereupon declared the motion carried and the Resolution adopted.

* * * * * * * * * * *

There being no further business to come before the meeting, Commissioner _____ moved that the meeting adjourn, which motion was duly seconded by Commissioner _____, and carried by unanimous vote.

The Chairman thereupon declared the meeting adjourned.

C.A. LONG

CHAIRMAN

SECRETARY BASTROP, TEXAS

C E R T I F I C A T E

I, _____, the duly appointed, qualified and acting Secretary of the JUNE 6 67 of the _____ of _____, do hereby certify that the attached Extract from the Minutes of the _____ meeting of the Commissioners of said Authority held on _____, 19___, is a true and correct copy of the original Minutes of said meeting on file and of record insofar as said original minutes relate to the matters set forth in said attached Extract, and I do further certify that each Resolution appearing in said attached Extract is a true and correct copy of the same Resolution adopted at said meeting and on file and of record.

IN TESTIMONY WHEREOF, I have hereunto set my hand and the Seal of said the City of Bastro, Texas Authority this 7th day of June 67, 19___.

(SEAL)

SECRETARY

7847

TTY: 800-RELAY TX (800-735-2989)
Fax: 512-303-0568

Bastrop Housing Authority does not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, its federally assisted programs and activities.

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From: Bspencer [mailto:b_spencer@austin.rr.com]
Sent: Friday, November 08, 2019 8:57 AM
To: Lynda Humble <lhumble@cityofbastrop.org>; 'dbrasich@cityofbastrop.org' <dbrasich@cityofbastrop.org>; 'Vivianna Hamilton' <vhamilton@cityofbastrop.org>
Cc: 'Connie Schroeder' <cschroeder@cityofbastrop.org>; 'Phil Woods' <woophill@aol.com>
Subject: Permit Requirements and Fees

Ms. Humble and Mr. Brasich,

In June 2019, our maintenance staff was in the process of replacing an inoperable water heater when City staff observed the water heater outside of the dwelling unit and notified us of our requirement to obtain a permit to complete the work. I explained that this work was being performed in-house by our maintenance staff and indicated that we were not having all water heaters replaced by an outside contractor. I was informed that we still had to obtain a permit to replace the water heater. I spoke to Mr. Benavidez and explained that the Housing Authority has never had to obtain permits or pay permit fees for routine maintenance work that is performed in the normal scope of our maintenance staff's duties, including repair or replacement of equipment. I indicated that the Housing Authority does require contractors to comply with any applicable permit requirements when the work involves non-routine maintenance work. I indicated that we generally replaced our own water heaters when they go out but if we had hired a contractor to replace all water heaters in the development, we would have required them to provide a copy of their permit.

Mr. Benavidez discussed the City's focus on enforcement and concerns for health and safety and explained the potential risks associated with improper installation of gas water heaters. I explained that our the lead maintenance has been employed with the Housing Authority for 15 years and has a prior background working with gas/propane and is aware of the risks associated with gas. I also explained that the Housing Authority has Cooperation Agreement with the City of Bastrop and explained this may be why we have never been subjected to permit requirements for routine maintenance work in the past. Mr. Benavidez suggested that I could discuss this when I applied for the permit. When I went to get the permit, I was told that I had to discuss the matter with the City's building official and was informed that Mr. Brasich would be out for the next two weeks. We were issued a commercial trade permit for the water heater replacement and paid the permit fee of $156.00.

Since we have not replaced any other water heaters, I have not met with or spoke to Mr. Brasich concerning this matter. However, these permit fees were discussed when the Housing Authority Board was going through the budget process in September. Concerns were expressed that permit requirements could also apply to other plumbing, electrical and mechanical work that is routinely performed by our maintenance staff in the normal course of their daily duties. It is my understanding that the City revised the permit fee schedule in August and the new commercial trade permit fee is now $56.00. However, a requirement to any pay permit fees for routine maintenance work that has never required a permit in the past will increase the Housing Authority's operating costs.

Based on this, the Housing Authority respectfully requests consideration to waive our requirement to obtain permits for routine maintenance involving electrical, plumbing or mechanical work, including repair or replacement of equipment

and/or waive permit fees associated with this work in accordance paragraph 5 (c) of the Cooperation Agreement between the Housing Authority and the City of Bastrop, which states: "In so far as the Municipality may lawfully do so, (II) grant such deviations from the building code of the Municipality as are reasonable and necessary to promote economy and efficiency in the development and administration of such Project, and at the same time safe-guard the health and safety...". If the City is not able to waive all permit requirements due to concerns for health and safety, the Housing Authority respectfully requests consideration to limit permit requirements only to work that could pose potential risks to health and safety, such as installation of gas water heaters.

Thank you for your consideration of this request. I have attached a copy of the Cooperation Agreement between the Housing Authority and the City of Bastrop and the receipt for the permit fees that were paid. Please note that Chairperson Woods mistakenly thought the permit fee of $156 was based on the City's revised permit fee schedule that was adopted in August. If you have any questions or would like to discuss this matter further, please feel free to contact me at 512-321-3398 or via cell phone at 512-229-8891.

Brandy Spencer
Executive Director
Bastrop Housing Authority
P.O. Box 707
Bastrop, TX 78602
Phone: 512-321-3398
TTY: 800-RELAY TX (800-735-2989)
Fax: 512-303-0568

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City of Bastrop, TX

Plumbing (Non-Residential) Permit

Permit #:	PLMC-002394-2019	**Parcel #:**	
Issued Date:	June 10, 2019	Expiration Date:	December 09, 2019
Project Address:	606 Hill ST A Bastrop, TX 78602	**Project:**	
Owner:	Bastrop Housing Authority	Contractor:	
Address:	502 FARM ST BASTROP, TX	Address:	
Phone:	5122298891	Phone:	

Project Details

SQ Ft:	0	Valuation:	$ 0.00
Description:	Emergency***WH RPLC by Housing Authority Maintainance		

Permit Fees

Name	Amount	Paid	Due
Plumbing Permit Fee	$150.00	$150.00	$0.00
Plumbing Permit Issuance Fee	$6.00	$6.00	$0.00
Totals:	**$156.00**	**$156.00**	**$0.00**

All permits must be posted on the job site and visible from the street.

NOTICE

This permit becomes null and void if work or construction authorized is not commenced within 6 months, or if construction or work is suspended or abandoned for a period of 1 year at any time after work is started. All permits are subject to the following:

* All work must comply with the building, electrical, plumbing and mechanical codes adopted by the city of Bastrop at the time th permit was issued.

* Is the responsibility of the owner/contractor to comply with all state & federal disability requirements.

* Encroachments of easements and right-of-way are not allowed.

I hereby certify that I have read and examined this document and know the same to be true and correct. All provisions or laws ar ordinances governing this type of work will be complied with whether specified herein or not. Granting of a permit does not presume to give authority to violate or cancel the provision of any other state or local law regulating construction or the performance of construction.

By accepting or paying for this permit you are declaring that you are the owner or authorized by the owner that data submitted at the time of application was true facts and that the work will conform to the plans and specification submitted herewith.

Signature of Authorized City Agent — Date: 6/10/19

Signature of Contractor or Authorized Agent — Date: 6/10/19

TO SCHEDULE INSPECTIONS CALL BY 4PM (512) 332-8848.

official finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, not less than the equivalent of that prescribed in this code in quality, strength, effectiveness, *fire resistance*, durability and safety. Where the alternative material, design or method of construction is not *approved*, the *building official* shall respond in writing, stating the reasons why the alternative was not *approved*.

[A] 104.11.1 Research reports. Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from *approved* sources.

[A] 104.11.2 Tests. Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the *building official* shall have the authority to require tests as evidence of compliance to be made without expense to the jurisdiction. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the *building official* shall approve the testing procedures. Tests shall be performed by an *approved agency*. Reports of such tests shall be retained by the *building official* for the period required for retention of public records.

SECTION 105
PERMITS

[A] 105.1 Required. Any *owner* or owner's authorized agent who intends to construct, enlarge, alter, *repair*, move, demolish or change the occupancy of a building or structure, or to erect, install, enlarge, alter, *repair*, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be performed, shall first make application to the *building official* and obtain the required *permit*.

[A] 105.1.1 Annual permit. Instead of an individual *permit* for each *alteration* to an already *approved* electrical, gas, mechanical or plumbing installation, the *building official* is authorized to issue an annual *permit* upon application therefor to any person, firm or corporation regularly employing one or more qualified tradepersons in the building, structure or on the premises owned or operated by the applicant for the *permit*.

[A] 105.1.2 Annual permit records. The person to whom an annual *permit* is issued shall keep a detailed record of *alterations* made under such annual *permit*. The *building official* shall have access to such records at all times or such records shall be filed with the *building official* as designated.

[A] 105.2 Work exempt from permit. Exemptions from *permit* requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. *Permits* shall not be required for the following:

Building:

1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided that the floor area is not greater than 120 square feet (11 m^2).
2. Fences not over 7 feet (2134 mm) high.
3. Oil derricks.
4. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or IIIA liquids.
5. Water tanks supported directly on grade if the capacity is not greater than 5,000 gallons (18 925 L) and the ratio of height to diameter or width is not greater than 2:1.
6. Sidewalks and driveways not more than 30 inches (762 mm) above adjacent grade, and not over any basement or *story* below and are not part of an *accessible route*.
7. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
8. Temporary motion picture, television and theater stage sets and scenery.
9. Prefabricated *swimming pools* accessory to a Group R-3 occupancy that are less than 24 inches (610 mm) deep, are not greater than 5,000 gallons (18 925 L) and are installed entirely above ground.
10. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.
11. Swings and other playground equipment accessory to detached one- and two-family *dwellings*.
12. Window awnings in Group R-3 and U occupancies, supported by an exterior wall that do not project more than 54 inches (1372 mm) from the *exterior wall* and do not require additional support.
13. Nonfixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches (1753 mm) in height.

Electrical:

1. **Repairs and maintenance:** Minor repair work, including the replacement of lamps or the connection of *approved* portable electrical equipment to *approved* permanently installed receptacles.
2. **Radio and television transmitting stations:** The provisions of this code shall not apply to electrical equipment used for radio and television transmissions, but do apply to equipment and wiring for a power supply and the installations of towers and antennas.
3. **Temporary testing systems:** A *permit* shall not be required for the installation of any temporary system

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required for the testing or servicing of electrical equipment or apparatus.

Gas:

1. Portable heating appliance.
2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

Mechanical:

1. Portable heating appliance.
2. Portable ventilation equipment.
3. Portable cooling unit.
4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.
5. Replacement of any part that does not alter its approval or make it unsafe.
6. Portable evaporative cooler.
7. Self-contained refrigeration system containing 10 pounds (4.54 kg) or less of refrigerant and actuated by motors of 1 horsepower (0.75 kW) or less.

Plumbing:

1. The stopping of leaks in drains, water, soil, waste or vent pipe, provided, however, that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a *permit* shall be obtained and inspection made as provided in this code.
2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures and the removal and reinstallation of water closets, provided that such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

[A] 105.2.1 Emergency repairs. Where equipment replacements and repairs must be performed in an emergency situation, the *permit* application shall be submitted within the next working business day to the *building official*.

➡ **[A] 105.2.2 Public service agencies.** A *permit* shall not be required for the installation, *alteration* or repair of generation, transmission, distribution or metering or other related equipment that is under the ownership and control of public service agencies by established right.

[A] 105.3 Application for permit. To obtain a *permit*, the applicant shall first file an application therefor in writing on a form furnished by the department of building safety for that purpose. Such application shall:

1. Identify and describe the work to be covered by the *permit* for which application is made.
2. Describe the land on which the proposed work is to be done by legal description, street address or similar description that will readily identify and definitely locate the proposed building or work.
3. Indicate the use and occupancy for which the proposed work is intended.
4. Be accompanied by *construction documents* and other information as required in Section 107.
5. State the valuation of the proposed work.
6. Be signed by the applicant, or the applicant's authorized agent.
7. Give such other data and information as required by the *building official*.

[A] 105.3.1 Action on application. The *building official* shall examine or cause to be examined applications for *permits* and amendments thereto within a reasonable time after filing. If the application or the *construction documents* do not conform to the requirements of pertinent laws, the *building official* shall reject such application in writing, stating the reasons therefor. If the *building official* is satisfied that the proposed work conforms to the requirements of this code and laws and ordinances applicable thereto, the *building official* shall issue a *permit* therefor as soon as practicable.

[A] 105.3.2 Time limitation of application. An application for a *permit* for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been pursued in good faith or a *permit* has been issued; except that the *building official* is authorized to grant one or more extensions of time for additional periods not exceeding 90 days each. The extension shall be requested in writing and justifiable cause demonstrated.

[A] 105.4 Validity of permit. The issuance or granting of a *permit* shall not be construed to be a *permit* for, or an approval of, any violation of any of the provisions of this code or of any other ordinance of the jurisdiction. *Permits* presuming to give authority to violate or cancel the provisions of this code or other ordinances of the jurisdiction shall not be valid. The issuance of a *permit* based on *construction documents* and other data shall not prevent the *building official* from requiring the correction of errors in the *construction documents* and other data. The *building official* is authorized to prevent occupancy or use of a structure where in violation of this code or of any other ordinances of this jurisdiction.

[A] 105.5 Expiration. Every *permit* issued shall become invalid unless the work on the site authorized by such *permit* is commenced within 180 days after its issuance, or if the work authorized on the site by such *permit* is suspended or abandoned for a period of 180 days after the time the work is commenced. The *building official* is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

[A] 105.6 Suspension or revocation. The *building official* is authorized to suspend or revoke a *permit* issued under the provisions of this code wherever the *permit* is issued in error or on the basis of incorrect, inaccurate or incomplete information, or in violation of any ordinance or regulation or any of the provisions of this code.

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STAFF REPORT

MEETING DATE: January 14, 2020 **AGENDA ITEM**: 5C

TITLE:
Discuss request to create designated parking at the LCRA Ballfields.

STAFF REPRESENTATIVE:
Trey Job, Assistant City Manager of Development Services

BACKGROUND/HISTORY:
The City of Bastrop received a request to install designated parking areas at the LCRA Ballfields, located along Hill Street from Linden Street to Mesquite Street. Once the request was received, cost estimates were developed and potential funding source(s) were identified.

The approximate cost of Forty-Eight Thousand Dollars ($48,000.00) will be required to delineate parking and add fencing to separate the pedestrian traffic from the vehicular traffic. A funding source has been found and request will be made by January 30, 2020.

POLICY EXPLANATION:
Texas Local Government Code Section 51.001 provides the City general authority to adopt an Ordinance or police regulations that are for the good government, peace, or order of the City and is necessary or proper for carrying out a power granted by law to the City.

FUNDING SOURCE:
The City of Bastrop will be submitting for an LCRA Community Grant, which is due by January 31, 2020.

RECOMMENDATION:
Discuss request to create designated parking at the LCRA Ballfields.

ATTACHMENTS:
- PowerPoint



LCRA Ballfields Parking Request

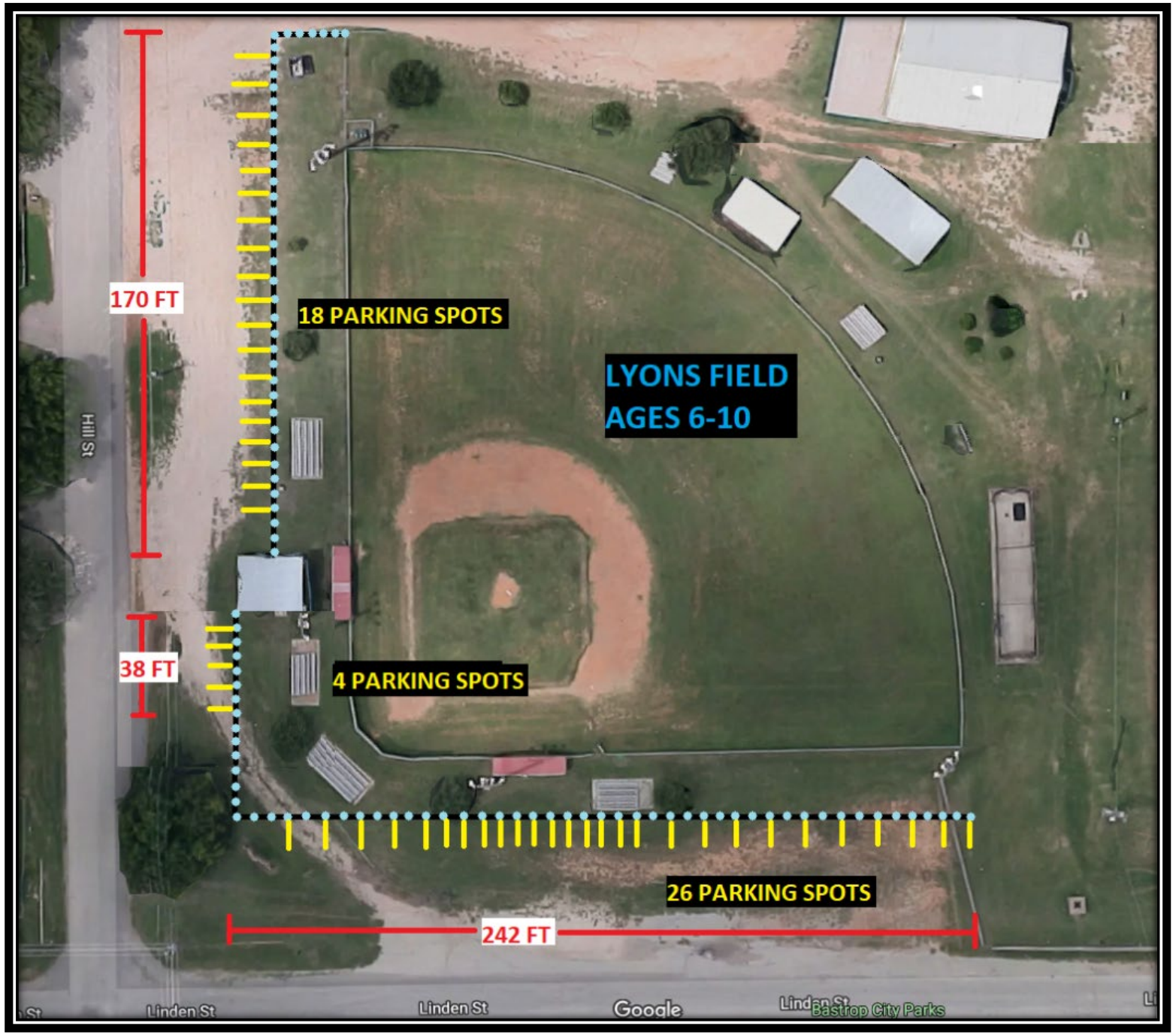
BASTROPTX
Heart of the Lost Pines / Est. 1832



LCRA Ballfields Parking Request

MATERIALS	
Base	10500.00
18 " RCP Pipe	12500.00
(2) 2' x 2 ' Grate Inlet	1100.00
(4) Pallets-Concrete	400.00
TOTAL	**24,500.00**

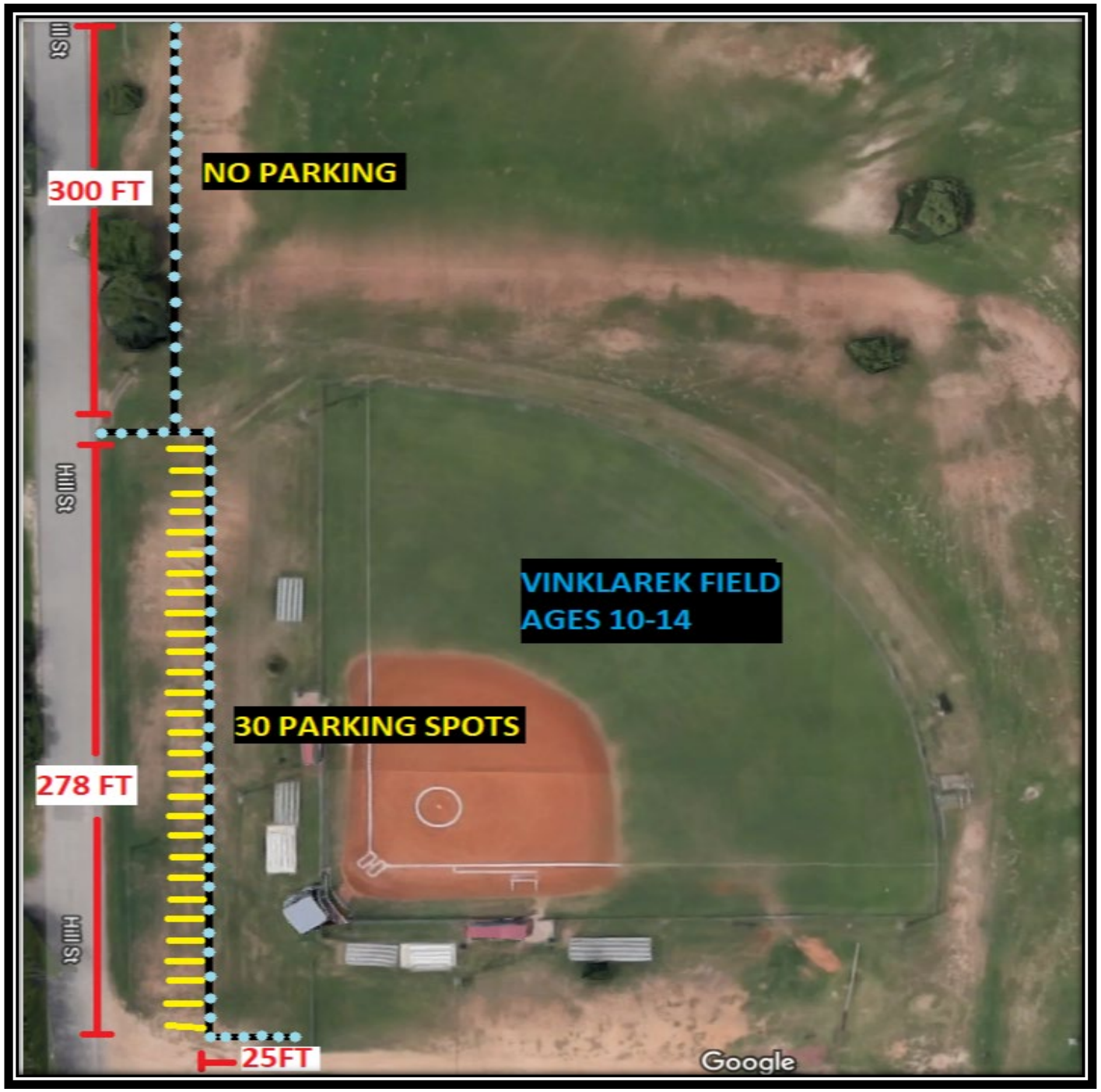
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Heart of the Lost Pines / Est. 1832



Lyons Field Ages 6-10 Yrs.

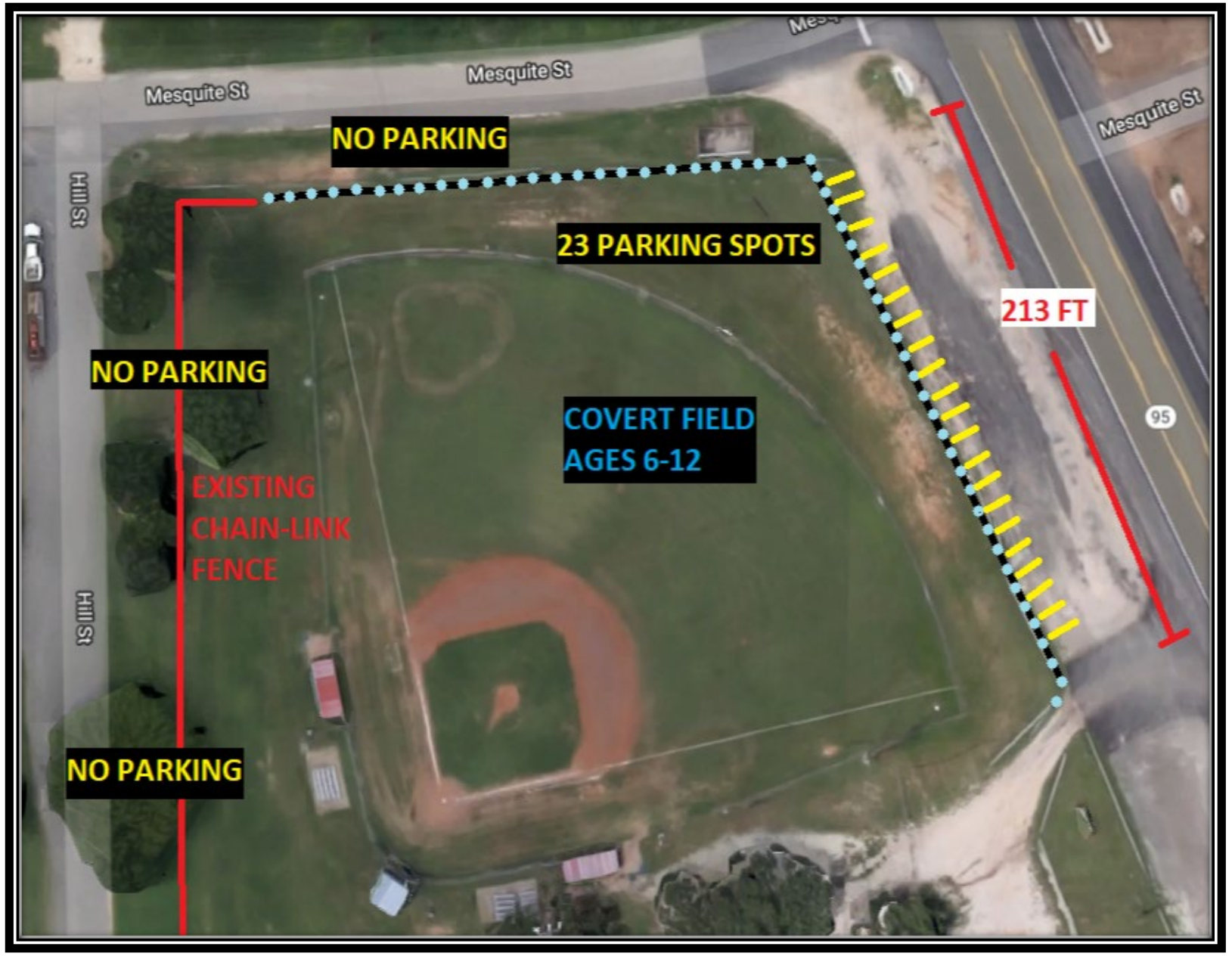
Lyons Field	
Wooden Bollards @$18.00/each	$1,836.00
Parking Stops @$40.00/each	$1,920.00
Concrete @$3.80/each	$775.20
TOTAL	$4,531.20





Vinklarek Field Ages 10-14 Yrs.

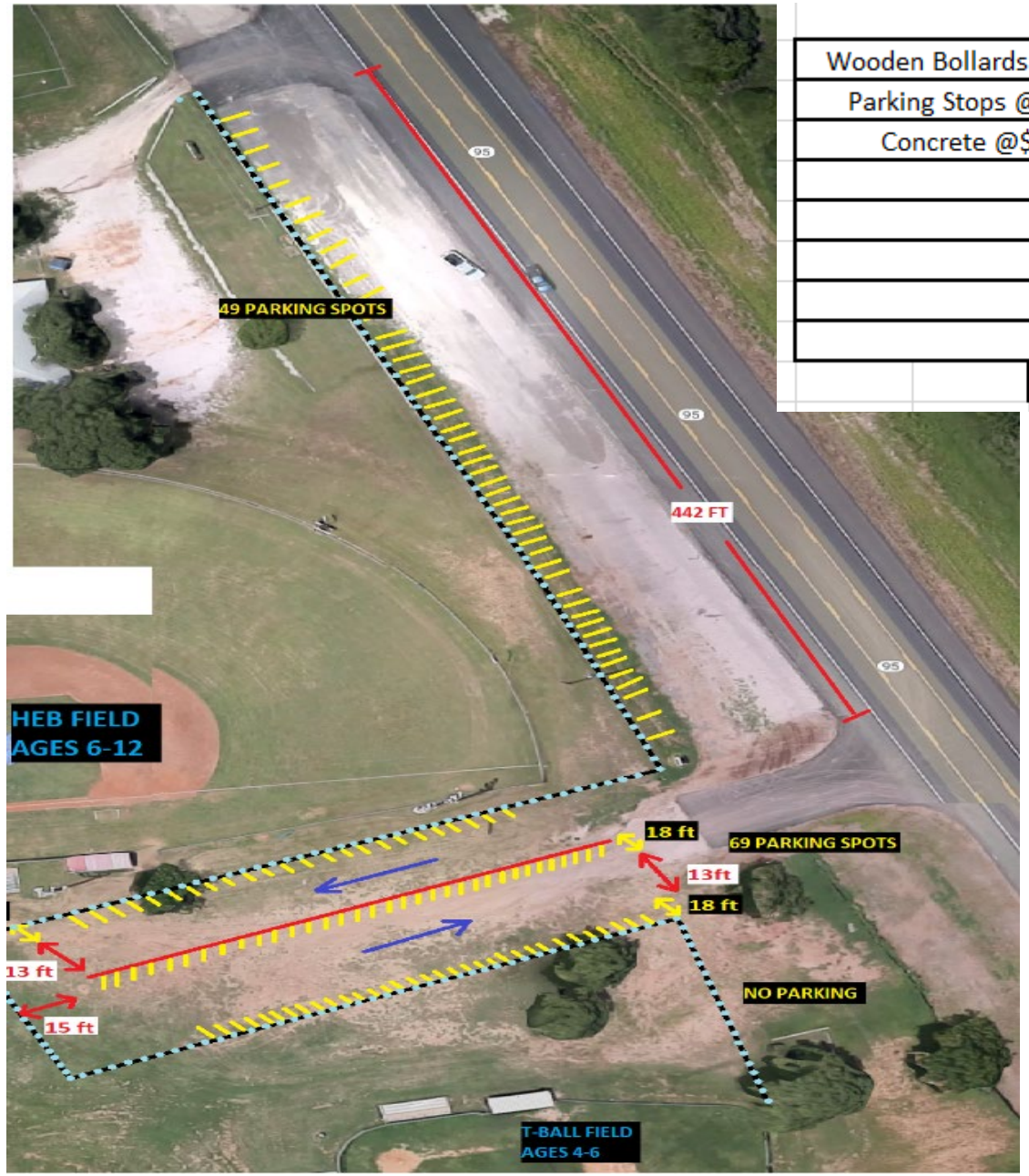
Vinklarek Field	
Wooden Bollards @$18.00/each	$2,340.00
Parking Stops @$40.00/each	$1,200.00
Concrete @$3.80/each	$988.00
TOTAL	**$4,528.00**



Covert Field Ages 6-12 Yrs.

Wooden Bollards @$18.00/each	$1,512.00
Parking Stops @$40.00/each	$920.00
Concrete @$3.80/each	$638.40
TOTAL	**$3,070.40**

BASTROPTX
Heart of the Lost Pines / Est. 1832



HEB/T-Ball Field	
Wooden Bollards @$18.00/each	$3,960.00
Parking Stops @$40.00/each	$4,720.00
Concrete @$3.80/each	$1,672.00
TOTAL	**$10,352.00**

HEB Field 6-12 Yrs.

&

T-Ball 4-6 Yrs.

BASTROPTX
Heart of the Lost Pines / Est. 1832

Parking spaces Total – 219

- Materials cost to enclose ditch along Hill St. - $24,500.00
- Material Cost to delineate parking by adding wooden bollards & Parking stops - $22,481.60

Total expense $ 46,981.60

BASTROPTX
Heart of the Lost Pines / Est. 1832



Questions ?

BASTROPTX
Heart of the Lost Pines / Est. 1832

STAFF REPORT

MEETING DATE: January 14, 2020 **AGENDA ITEM**: 6A

TITLE:
Receive presentation on the unaudited Monthly Financial Report for the period ending November 30, 2019.

STAFF REPRESENTATIVE:
Tracy Waldron, Chief Financial Officer

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

REVENUE
General fund revenue is exceeding forecast by 9%. The sales tax is slightly below forecast but property tax exceeds forecast. The impact and cemetery funds revenue are in warning status.

EXPENDITURES
All funds are below forecast in expenditures.

POLICY EXPLANATION:
This reporting requirement is set forth by the City of Bastrop Financial Management Policies, Chapter IV. Operating Budget, Section D. Reporting, as adopted by Resolution R-2019-90 on October 22, 2019.

FUNDING SOURCE:
N/A

ATTACHMENTS:
- Unaudited Monthly Financial Report for the period ending November 30, 2019

CITY OF BASTROP

Comprehensive Monthly Financial Report
November 2019



Performance at a Glance as of November 30, 2019

	YEAR TO DATE	REFERENCE
ALL FUNDS SUMMARY	POSITIVE	Page 4-5
GENERAL FUND REV VS EXP	POSITIVE	Page 6
SALES TAXES	POSITIVE	Page 7
PROPERTY TAXES	POSITIVE	Page 8
WATER/WASTEWATER FUND REV VS EXP	POSITIVE	Page 9
WATER/WASTEWATER REVENUES	POSITIVE	Page 10
ELECTRIC FUND REV VS EXP	POSITIVE	Page 11
ELECTRIC REVENUES	POSITIVE	Page 12
HOT TAX FUND REV VS EXP	POSITIVE	Page 13
HOTEL OCCUPANCY TAX REVENUES	POSITIVE	Page 14
Legal fees	N/A	Page 15

PERFORMANCE INDICATORS

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

COMPREHENSIVE MONTHLY FINANCIAL REPORT –November 2019

ECONOMIC INDICATORS

ECONOMY

National:
Real gross domestic product (GDP) increased at an annual rate of 2.1% in the 3rd quarter of 2019. This is up from 2.0% from 2nd quarter 2019. The personal income increased by .5% in November 2019. (All of these reported by the Bureau of Economic Analysis.)

U.S. Retail Sales:
Up .2% in November 2019.

Texas Leading Index:
This index is a single summary statistic that sheds light on the future of the state's economy. The index is a composition of eight leading indicators. The index is at 127.91 in October 2019, down from 129.21 August 2019 and down 1.01% from one year ago.

UNEMPLOYMENT

State-wide:
The state unemployment is 3.3% in October 2019 which is the same as August 2019.

Bastrop:
Bastrop County has an unemployment rate of 2.9% in October 2019 which is same as September 2019.

November 30, 2019– NEWS FOR YOU

Attached is the Comprehensive Monthly Financial report for Nov. 2019. This is 2 months of FY2020, or 16.7% of the fiscal year is complete.

Revenues: Overall, the City has earned $7,980,796 This amount is 17.7% of the approved budget of $45,171,978 and is 6.9% higher than the amount forecasted through the month of Nov.

Expense: Overall, the City has spent 3.3% less than forecasted.

Noteworthy

N/A

BUDGET SUMMARY OF ALL FUNDS

Revenues:	FY2020 Budget	FY2020 Forecast	FY2020 YTD	Variance
General	$ 12,229,361	$ 1,572,680	$ 1,718,754	9.3%
Designated	59,710	14,202	17,704	24.7%
Innovation	77,000	2,450	2,886	17.8%
Street Maintenance	164,000	155,667	158,876	2.1%
Debt Service	2,787,826	640,801	734,983	14.7%
Water/Wastewater	6,211,564	936,977	992,771	6.0%
Water/Wastewater Debt	1,900,885	133,319	219,135	64.4%
Water/Wastewater Capital Proj	3,070,000	2,180,333	2,185,561	0.2%
Impact Fees	420,850	29,460	29,166	-1.0%
Vehicle & Equipment Replacement	461,692	139,449	141,509	1.5%
Electric	7,126,562	953,416	1,014,582	6.4%
HOT Tax Fund	3,696,556	630,035	642,862	2.0%
Library Board	20,550	1,042	1,329	27.5%
Cemetery	106,250	8,142	7,934	-2.6%
Capital Bond Projects	3,349,644	14,107	18,660	32.3%
Grant Fund	2,863,125	-	-	0.0%
Park/Trail Land Dedicaiton	1,000	167	453	171.3%
Hunter's Crossing PID	625,403	87,556	93,631	6.9%
TOTAL REVENUES	$ 45,171,978	$ 7,499,803	$ 7,980,796	6.4%

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

BUDGET SUMMARY OF ALL FUNDS

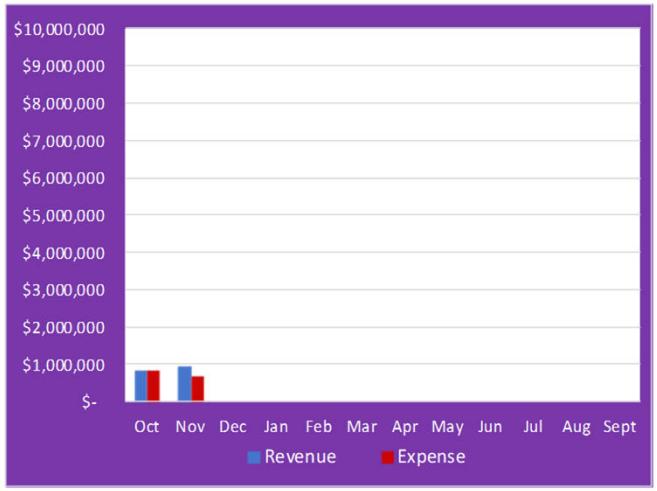
	FY2020 Budget	FY2020 Forecast	FY2020 YTD	Variance
Expense:				
General	$ 12,030,369	$ 1,661,000	$ 1,503,726	-9.5%
Designated	471,950	2,195	3,013	37.3%
Innovation	976,059	180,800	110,961	-38.6%
Street Maintenance	1,183,945	5,000	2,154	-56.9%
Debt Service	2,752,618	4,030	806	-80.0%
Water/Wastewater	6,174,738	917,281	896,555	-2.3%
Water/Wastewater Debt	3,870,887	2,000,000	2,000,000	0.0%
Water/Wastewater Capital Proj.	4,150,400	250,000	245,730	-1.7%
Impact Fees	732,691	-	-	0.0%
Vehicle & Equipment Replacement	356,500	94,950	94,940	0.0%
Electric	7,702,248	1,121,580	1,179,362	5.2%
HOT Tax Fund	4,204,066	1,294,964	1,212,921	-6.3%
Library Board	23,453	3,909	78	-98.0%
Park Dedication	100,000	-	-	0.0%
Cemetery	118,429	28,955	27,779	-4.1%
Hunter's Crossing PID	1,036,148	458,799	458,123	-0.1%
Capital Projects (Bond)	7,687,289	2,896,320	2,816,698	-2.7%
Grant Fund	2,863,125	155,155	155,154	0.0%
TOTAL EXPENSES	$ 56,434,915	$ 11,074,938	$ 10,708,000	-3.3%
Surplus/(Shortfall)	$ (11,262,938)	$ (3,564,927)	$ (2,727,204)	-23.5%

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

OVERALL FUND PERFORMANCE

GENERAL FUND REVENUES VS EXPENSES

Month	FY2020 Revenue	FY2020 Expense	Monthly Variance
Oct	$ 793,594	$ 824,583	$ (30,989)
Nov	927,420	679,143	$ 248,277
Dec			$ -
Jan			$ -
Feb			$ -
Mar			$ -
Apr			$ -
May			$ -
Jun			$ -
Jul			$ -
Aug			$ -
Sept			$ -
Total	$ 1,721,014	$ 1,503,726	$ 217,288
Cumulative Forecast	$ 1,572,680	$ 1,661,000	$ (88,320)
Actual to Forecast $	$ 148,334	$ 157,274	$ 305,608
Actual to Forecast %	9.43%	9.47%	18.90%



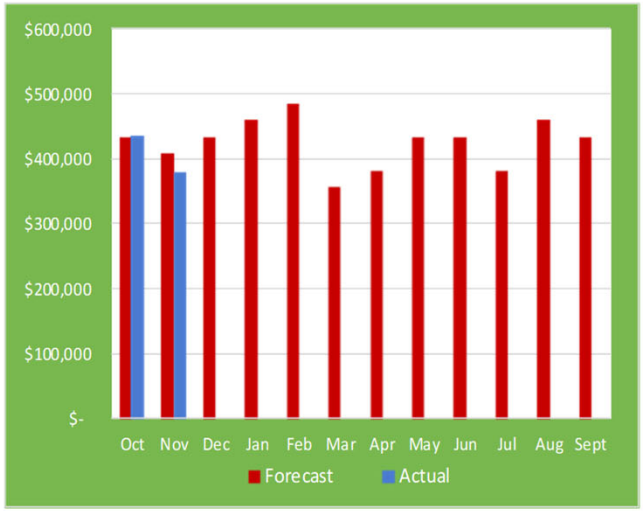
POSITIVE

Cumulatively overall, the General Fund is better than forecasted for this time of year. The fund is net positive 19%. This is due mostly to a large development fee collected in Oct., property tax collections and vacancy savings for open positions.

REVENUE ANALYSIS

SALES TAX REVENUE

Month	FY2020 Forecast	FY2020 Actual	Monthly Variance
Oct	$ 432,174	$ 434,511	$ 2,337
Nov	406,752	378,114	$ (28,638)
Dec	432,174		$ -
Jan	457,596		$ -
Feb	483,018		$ -
Mar	355,908		$ -
Apr	381,330		$ -
May	432,174		$ -
Jun	432,174		$ -
Jul	381,330		$ -
Aug	457,596		$ -
Sept	432,174		$ -
Total	$ 5,084,400	$ 812,625	$ (26,301)
Cumulative Forecast	$ 838,926		
Actual to Forecast	$ (26,301)	-3.1%	

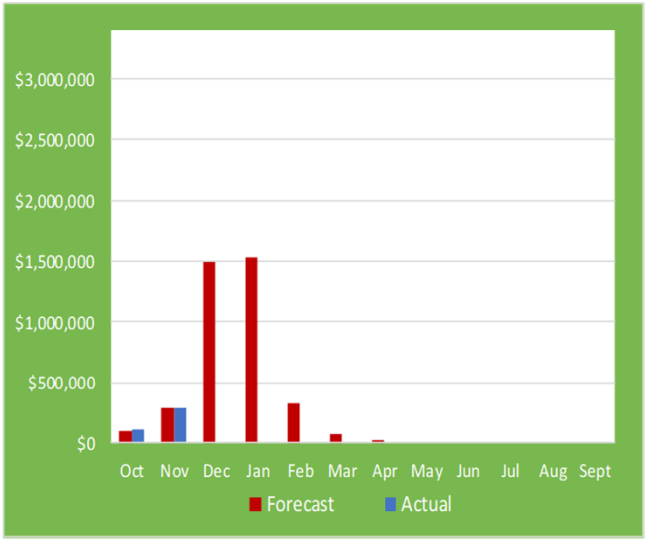


POSITIVE

Sales Tax is 42% of the total budgeted revenue for General Fund. The actual amounts for Oct. and Nov. are estimated due to the State Comptroller's two month lag in payment of these earned taxes. The actual is 3.1% less than forecasted.

PROPERTY TAX REVENUE

Month	FY2020 Forecast	FY2020 Actual	Monthly Variance
Oct	$ 96,182	$ 110,455	$ 14,273
Nov	292,365	288,604	$ (3,761)
Dec	1,500,445		
Jan	1,538,918		
Feb	323,202		
Mar	76,946		
Apr	19,236		
May	-		
Jun	-		
Jul	-		
Aug	-		
Sept	-		
Total	$ 3,847,294	$ 399,059	$ 10,512
Cumulative Forecast	$ 388,547		
Actual to Forecast	$ 10,512	2.71%	



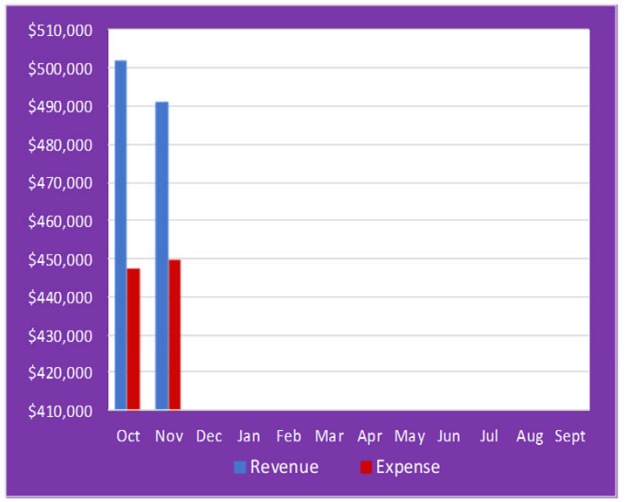
POSITIVE

Property tax represents 31% of the total General Fund revenue budget. As you can see from the forecast, they are generally collected from December to February. The actual is exceeding the forecast by almost 3%.

OVERALL FUND PERFORMANCE

WATER/WASTEWATER FUND REVENUES VS EXPENSES

Month	FY2020 Revenue	FY2020 Expense	Monthly Variance
Oct	$ 501,916	$ 447,250	$ 54,666
Nov	490,855	449,305	$ 41,550
Dec			$ -
Jan			$ -
Feb			$ -
Mar			$ -
Apr			$ -
May			$ -
Jun			$ -
Jul			$ -
Aug			$ -
Sept			$ -
Total	$ 992,771	$ 896,555	$ 96,216
Cumulative Forecast	$ 936,977	$ 917,281	$ 19,696
Actual to Forecast $	$ 55,794	$ 20,726	$ 76,520
Actual to Forecast %	5.95%	2.26%	8.21%



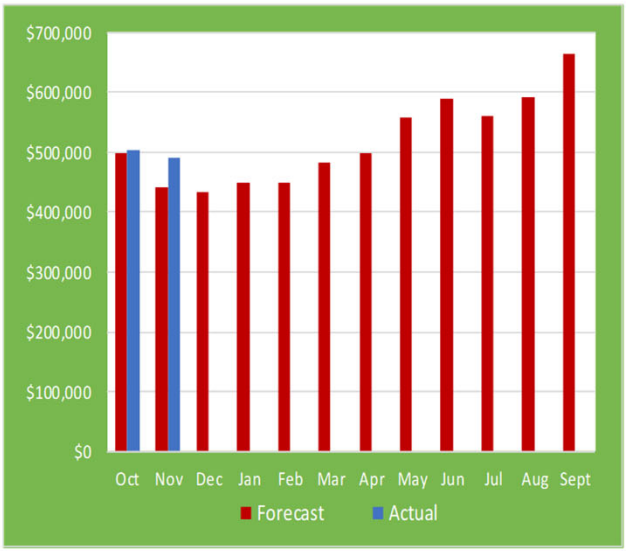
NEGATIVE

Water and wastewater fund is 8% net positive. There are several vacant positions in this fund.

REVENUE ANALYSIS

WATER/WASTEWATER REVENUE

Month	FY2020 Forecast	FY2020 Actual	Monthly Variance
Oct	$ 497,087	$ 501,916	$ 4,829
Nov	439,890	490,855	$ 50,965
Dec	433,509		
Jan	447,943		
Feb	449,890		
Mar	482,653		
Apr	497,087		
May	558,717		
Jun	589,533		
Jul	560,665		
Aug	591,480		
Sept	663,111		
Total	$ 6,211,565	$ 992,771	$ 55,794
Cumulative Forecast	$ 936,977		
Actual to Forecast	$ 55,794	5.95%	



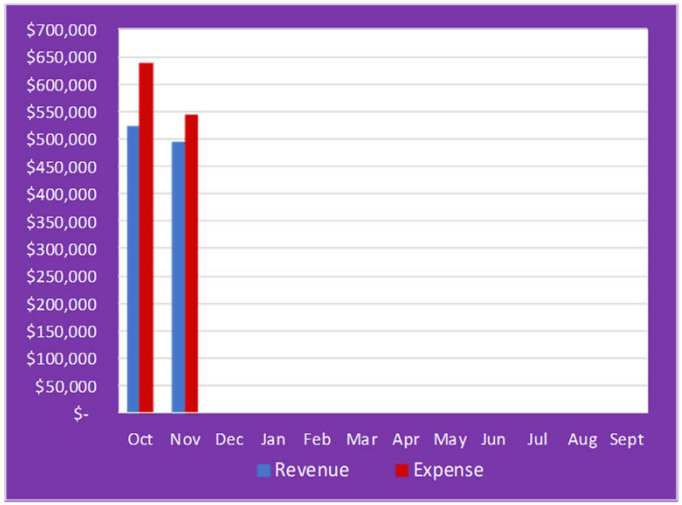
POSITIVE

The water and wastewater actual revenue is higher than forecast by 6%. There were 7 new meters set this month all residential.

OVERALL FUND PERFORMANCE

ELECTRIC FUND REVENUES VS EXPENSES

Month	FY2020 Revenue	FY2020 Expense	Monthly Variance
Oct	$ 520,687	$ 637,713	$ (117,026)
Nov	493,894	541,649	$ (47,755)
Dec			$ -
Jan			$ -
Feb			$ -
Mar			$ -
Apr			$ -
May			$ -
Jun			$ -
Jul			$ -
Aug			$ -
Sept			$ -
Total	$ 1,014,581	$ 1,179,362	$ (164,781)
Cumulative Forecast	$ 953,416	$ 1,121,580	$ (168,164)
Actual to Forecast $	$ 61,165	$ (57,782)	$ 3,383
Actual to Forecast %	6.42%	-5.15%	1.26%



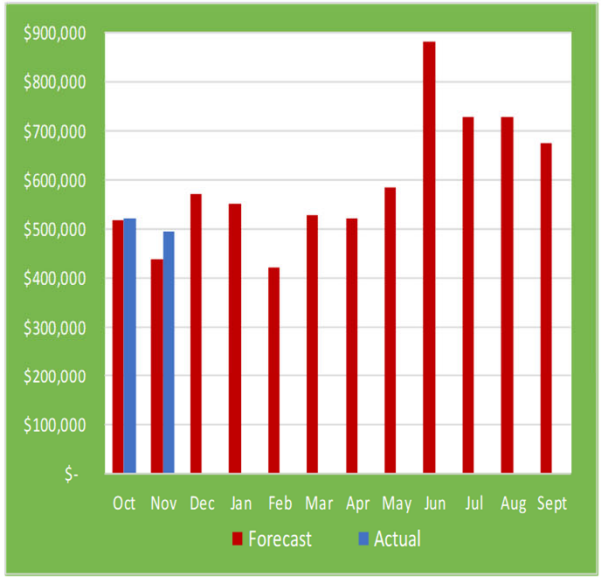
POSITIVE

The Electric utility fund is almost 1% net positive actual to forecast. The expense is higher in October due to budgeted annual transfers that were processed during this month. This budget was approved with expenditures exceeding revenues to utilize available fund balance for capital projects and special projects.

REVENUE ANALYSIS

ELECTRIC FUND REVENUE

Month	FY2020 Forecast	FY2020 Actual	Monthly Variance
Oct	$ 517,966	$ 520,687	$ 2,721
Nov	435,450	493,894	$ 58,444
Dec	570,216		
Jan	551,515		
Feb	418,821		
Mar	526,386		
Apr	519,976		
May	582,063		
Jun	880,257		
Jul	725,863		
Aug	725,863		
Sept	672,187		
Total	$ 7,126,563	$ 1,014,581	$ 61,165
Cumulative Forecast	$ 517,966		
Actual to Forecast	$ 61,165	11.81%	



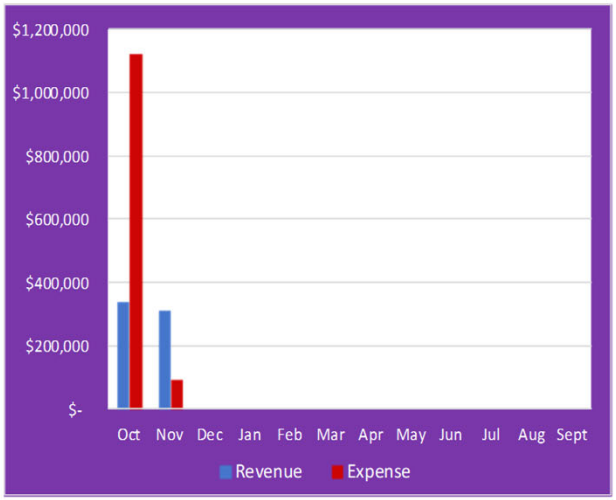
POSITIVE

The Electric utility revenue is 12% above forecasted revenue. There were 4 new Residential meter sets this month.

OVERALL FUND PERFORMANCE

HOT TAX FUND REVENUES VS EXPENSES

Month	FY2020 Revenue	FY2020 Expense	Monthly Variance
Oct	$ 332,664	$ 1,120,211	$ (787,548)
Nov	310,199	92,618	$ 217,581
Dec			
Jan			
Feb			
Mar			
Apr			
May			
Jun			
Jul			
Aug			
Sept			
Total	$ 642,863	$ 1,212,829	$ (569,967)
Cumulative Forecast	$ 630,035	$ 1,294,964	$ (664,929)
Actual to Forecast $	$ 12,828	$ 82,135	$ 94,963
Actual to Forecast %	2.04%	6.34%	8.38%



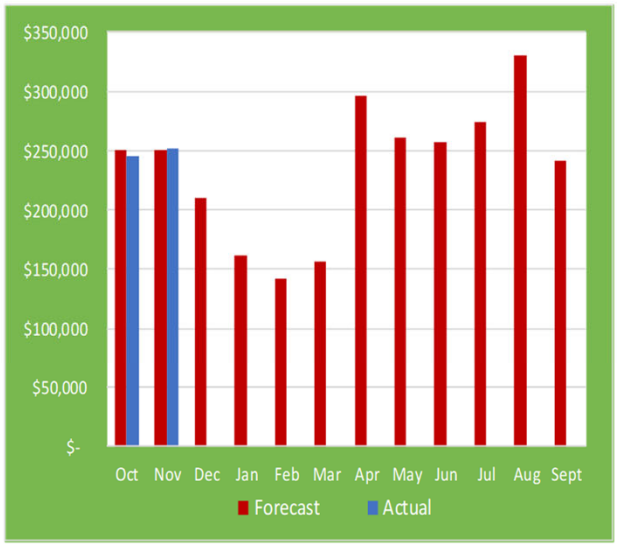
POSITIVE

The HOT Tax fund is 8% net positive. Visit Bastrop is paid on a quarterly basis along with funded organizations.

REVENUE ANALYSIS

HOTEL OCCUPANCY TAX REVENUE

Month	FY2020 Forecast	FY2020 Actual	Monthly Variance
Oct	$ 250,522	$ 245,000	$ (5,522)
Nov	250,672	251,784	$ 1,112
Dec	209,500		
Jan	161,857		
Feb	142,211		
Mar	155,935		
Apr	296,690		
May	260,463		
Jun	256,424		
Jul	274,446		
Aug	330,326		
Sept	241,454		
Total	$ 2,830,500	$ 496,784	$ (4,410)
Cumulative Forecast	$ 501,194		
Actual to Forescast %	$ (4,410)	-0.9%	



POSITIVE

So far YTD we are 1% negative actual to forecast. ***The Hotel Tax revenue YTD is $4,242 more than same time last year.***

Legal fees by Attorney/Category

FIRM	CASE	FY17-18	FY18-19	FY19-20
BUNDREN				
	Pine Forest Interlocal	$ 26,612	$ 6,195	$ -
TERRELL LAW FIRM				
	Water permit	$ 135	$ -	$ -
BOJORQUEZ LAW FIRM				
	General legal	$ 245,168	$ 432,931	$ 58,257
	Vandiver	$ 5,079	$ 1,857	$ -
	Pine Forest Interlocal	$ 10,116	$ -	$ -
	Prosecutor	$ 19,633	$ 23,358	$ 3,374
	Water/Wastewater	$ 18,425	$ 46,721	$ 2,745
MULTIPLE FIRMS				
	XS Ranch Bankruptcy	$ 11,770	$ -	$ -
RUSSEL RODRIGUEZ HYDE				
	XS Ranch Water Rights	$ 27,965	$ 6,204	$ -
	Hunters Crossing PID	$ 83,524	$ 89,899	$ 3,355
	Water/Wastewater	$ 910	$ -	$ -
TAYLOR, OLSON, ADKINS, SRALLA & ELAM, LLP				
	Red Light Camera Suit	$ 2,124	$ 717	$ -
	Total Legal	$ 451,460	$ 607,881	$ 67,732

Summary by Case/Type

Row Labels	Sum of FY17-18	Sum of FY18-19	Sum of FY19-20
General legal	$ 245,168	$ 432,931	$ 58,257
Hunters Crossing PID	$ 83,524	$ 89,899	$ 3,355
Pine Forest Interlocal	$ 36,728	$ 6,195	$ -
Prosecutor	$ 19,633	$ 23,358	$ 3,374
Red Light Camera Suit	$ 2,124	$ 717	$ -
Vandiver	$ 5,079	$ 1,857	$ -
Water permit	$ 135	$ -	$ -
Water/Wastewater	$ 19,335	$ 46,721	$ 2,745
XS Ranch Bankruptcy	$ 11,770	$ -	$ -
XS Ranch Water Rights	$ 27,965	$ 6,204	$ -
Grand Total	**$ 451,460**	**$ 607,881**	**$ 67,732**

STAFF REPORT

MEETING DATE: January 14, 2020 **AGENDA ITEM**: 6B

TITLE:
Receive Quarterly Presentation from the Bastrop Economic Development Corporation.

STAFF REPRESENTATIVE:
Cameron Cox, Executive Director

ATTACHMENT(S):
- PowerPoint Presentation



bastrop

EDC

bastrop
EDC



A LOOK BACK: BEDC FY19

Projects



bastrop EDC

Successes

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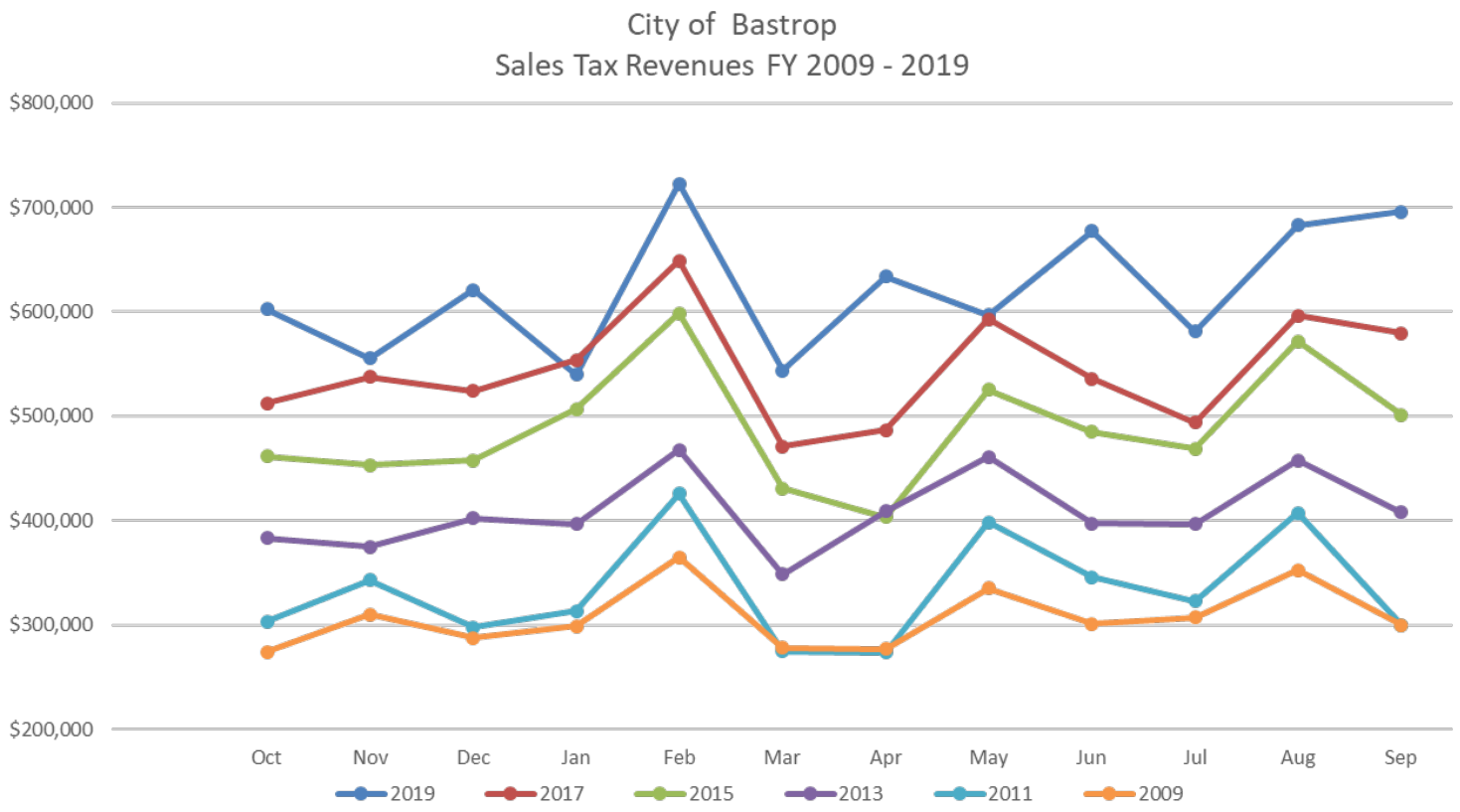
James Avery®

Arby's



bastrop EDC

Sales Tax Revenues





bastrop EDC

Ongoing Projects

- MLK/Technology Drive Extension
- Downtown Trail Expansion Project
- Construction of building at 921 Main
- New strategic plan
- Rebranding and new logo
- Building a modern and streamlined website
- Local Business Expansion and Downtown Historic Building grants



bastrop EDC

Events Hosted

BASTROP YOUTH CAREER DAY for Bastrop ISD High Schools











bastrop EDC

By the Numbers

- 55 projects worked
- 24 prospect visits
- 29 contacts through the website
- 97 business retention and expansion meetings
- 2,271 requests for information
- 7 residential developers assisted
- 9 marketing trips and conferences attended
- 7 webinars and 8 online trainings
- 7 presentations given
- 13 board meetings
- 20 resolutions written

Media



bastrop EDC

A Look Back: Social Media

Facebook likes: 4,221
Total reach: 537,855
Earned media value: ~$2.6 million

Twitter followers: 1,117
Tweet impressions: 60,942
Earned media value: $304,710

LinkedIn followers: 175

Instagram followers: 255



bastrop EDC

A Look Back: Videos

- 14 videos
- 26 interviews/guests
- 81,458 views
- **Topics:** Bioscience, education, film industry, niche manufacturing, education and small businesses


WITH JENNY HOFF
04:10







A Look Back: Keeling

Facebook overview:

- 2,069 clicks, comments, reactions and shares
- 16,564 video views
- Earned media value (reach x cost per impression): $122,010



bastrop EDC



bastrop EDC

A Look Back: Website Performance

- 31,861 website page views
- 13,967 unique visits
- 12 blog posts with 4,600 total views
- **Topics:** Local businesses and events







bastrop EDC

A Look Back: News Coverage

- 18 news stories (print/broadcast)
- 5 front page articles
- 5 news outlets



The Bastrop Advertiser

Thursday, April 25, 2019 — An edition of the Austin American-Statesman | $1

CALENDAR

April 25

Bastrop County Historical Society meeting: 6:30 p.m. at Calvary Heritage Hall, 1020 Main St., Bastrop. Ken Kesselus will tell the story of Calvary Episcopal Church, one of the first four congregations in Bastrop.

April 26-28

"The Disappearance of Little John Henry Owens": 6 p.m. April 26-27 and 2 p.m. April 28 at the Bastrop Opera House, 711 Spring St. The play tells the story about 10-year-old John Henry Owens, who disappeared while on his way to McDonald's store in Hill's Prairie to get some sewing thread for his mother. Proceeds will benefit the Bobby Jenkins' Scholarship Fund, a project of the Bastrop County Bar Association. Tickets are $75 for the April 26-27 show and include a dinner. The April 28 matinee is $15. For tickets, visit bastropoperahouse.com.

April 26

TGIF Movie: 1 p.m. at the Elgin Public Library, 404 N. Main St. The library will screen "April in Paris" starring Doris Day and Ray Bolger.

Beto and the Fairlanes: 7 p.m. at Veterans Memorial Park, 199 Depot St., Elgin. Beto and the Fairlanes is cross-cultural blend of salsa, jazz, rock and Latin influences in an eight-piece ensemble.

April 27

Bastrop school district job fair: 9:30 a.m. at Cedar Creek High School, 793 Union Chapel Road.

Zoho's office in Chennai, India. Founded in India in 1996, software firm Zoho is moving its headquarters from Pleasanton, Calif. to Austin, adding hundreds of jobs in the metro area. (COURTESY OF ZOHO)

Zoho Corp's recent move bolsters Texas 71 corridor

BEDC: Decision shows area is a 'proven place' to do business

By Brandon Mulder
bmulder@statesman.com

When Zoho Corp. announced earlier this month that it was moving its headquarters to a campus along Texas 71 in eastern Travis County, fortune smiled on Bastrop.

Economic development experts have forecast that the Texas 71 corridor between Austin and Bastrop will be the next land of opportunity for business, and when Zoho Corp. decided to relocate to the 375-acre property along the highway, the forecasts were confirmed, said Bastrop Economic Development Corporation director Mike Kamerlander.

"We're positioning Bastrop as the next corridor of growth for Austin," Kamerlander said. "Zoho Corp's location on Highway 71 towards Bastrop is a really good indicator that that (projection) is accurate."

The California-based software company has plans to build a 100,000-square-foot building near the intersection of Kellam Road and Texas 71, about 5 miles east of Austin-Bergstrom International Airport and about three miles west of the Bastrop County line.

The building, which is expected to open in 2021, will eventually house 500 employees hired over the next several years. Some of these employees, Kamerlander said, are expected to find housing in Bastrop and Bastrop County rather than face Austin's higher housing prices.

Founded in India in 1996 by CEO Sridhar Vembu, the business software company offers email, analytics, accounting and IT management and other business services. It employs more than 7,000 workers in 12 offices across the globe, including in India, China, Japan and Mexico.

Kamerlander said that he expects the move to spur a "clustering" effect in the area, which could spark other companies to locate in the corridor into Bastrop County and the city of Bastrop.

"Other companies like them, or other companies that support Zoho's operations look to this and say, 'Zoho said it works for them, we know it's going to work for us too,'" Kamerlander said. "That leads to clustering and it gets us over the hurdle of trying to market our location as a good place to do business. ... We can point to this as a proven place to do business."

The Zoho Corp. campus is not the only major development slated for the Bastrop-Travis County area. Velocity Crossing was approved by the Austin City Council in 2016 to be built near the Texas 130 and Texas 71 intersection and will feature about 4.5 million square feet of retail, restaurant, office and apartment space. It will be a welcome addition

See GROWTH, A6

School district pays $125K to end dispute with contractor

Money settles contract dispute with maintenance company

By Andy Sevilla
asevilla@acnewspapers.com

The Bastrop school district last month agreed to pay $125,000 to GCA K12 Education Services/ABM Education, the district's maintenance contractor, to settle a dispute over early termination of their contract.

In a letter dated July 6, 2018, obtained by the Bastrop Advertiser through an open records request, Bastrop schools Superintendent Barry Edwards gave a 30-day notice to the contractor notifying it of the district's intent to terminate its custodial and maintenance contract with GCA due to ongoing service deficiencies.

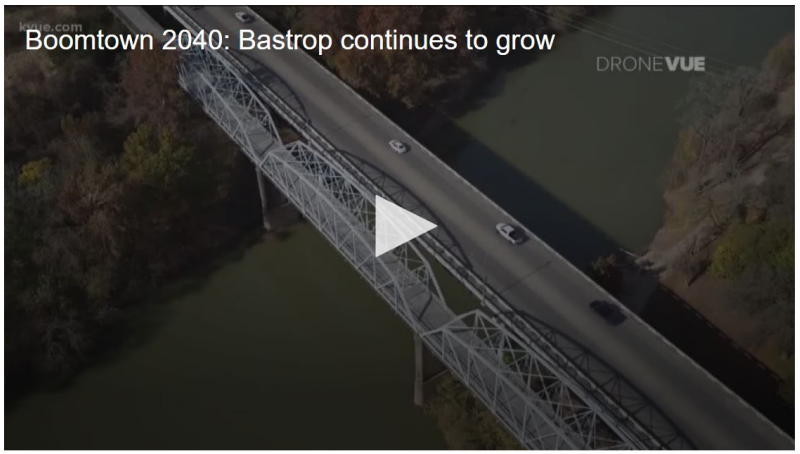
"The same deficiencies that you attempted to address in your letter to Mr. Steve Murray, former district superintendent, dated October 17, 2017, continue to exist," Edwards said in his letter to GCA/ABM. "... Although the district believes that immediate termination is warranted ... it is conducive to a smooth transition to allow 30 days for that to take place."

The district agreed to pay the contractor through the last day it would work at the district — Aug. 5, 2018 — as per Edwards' letter.

GCA/ABM, however, refused the district's 30-day notice and said the district instead had in effect submitted a 90-day notice as per the contract.

"The service agreement requires the district to give 'written notice to GCA stating the deficiencies and reasons

Boomtown 2040: Bastrop continues to grow



It's known as the "most historic small town in Texas." Bastrop doesn't have the numbers Austin does, but it is booming, with plenty of new businesses and improvement projects in the works. Luis de Leon gives us a look.



bastrop EDC

A Look Back: Agnes Street Project R/C

The Bastrop Advertiser

Saturday, August 24, 2019 — An edition of the Austin American-Statesman | $1

CALENDAR
Aug. 24

Elgin Community Cookout and Festival: 10 a.m. to 3 p.m. at Veterans' Memorial Park, 109 Depot St., Elgin. The free event will feature an opening prayer, water activities and family games, bingo, live music, lunch, fundraising, a raffle, prize giveaways and closing prayer. Attendees are encouraged to bring lawn chairs. For information: communitycookout.org.

Boogie Back to Bastrop — Country and Western Swing Festival: 1 to 11 p.m. at the Bastrop Convention and Exhibit Center, 1408 Chestnut St. The lineup will feature the Rocky King Band, the Nathan Colt Young Band, and Glen Collins and the Alibis. The festival will feature food and alcohol concessions and retail and craft vendors. Cost is $30 for a one-day ticket. For tickets, visit bit.ly/2LQWqZw.

En Plein Air — Watercolor Art in the Park: 1:30 to 2:30 p.m. at Buescher State Park, 100 Park Road 1E, Smithville. For ages 5 and older. Materials will be provided. Attendees should bring bottled water, sunscreen and weather-appropriate clothes. Program is free after park entrance fees have been paid.

Dutch Oven Cooking 101: 2 to 3 p.m. at Bastrop State Park, 100 Park Road 1A. Attendees can join Ranger Madalyn to learn tips, tricks and basics of Dutch



Bastrop city officials along with the Bastrop Economic Development Corporation and the Bastrop Chamber of Commerce hosted a ribbon-cutting ceremony for the Agnes Street extension from Texas 304 to the eastern stretch of the property of the forthcoming Seton hospital in Bastrop.
[PHOTO BY CHRIS WHITE, BASTROP CHAMBER OF COMMERCE]

Project paves way for Seton hospital

Ribbon cutting held Thursday for Agnes Street extension

By Terry Hagerty and Andy Sevilla
Bastrop Advertiser

Bastrop city officials on Thursday marked the completion of the Agnes Street extension at Texas 304 with a ribbon cutting ceremony, paving the way for Ascension Seton Neighborhood Hospital to open in fall.

The street's extension runs east to west from Texas 304 to the eastern edge of the Seton hospital's property. Ultimately, officials plan to extend Agnes Street east from the hospital property and connect it to Childers Street.

Thursday's ceremony hosted by the Bastrop Chamber of Commerce also celebrated the completion of drainage infrastructure for the forthcoming 40,000-square-foot hospital that will feature an emergency room, imaging services, at least eight inpatient beds, 12 treatment rooms and medical offices spaces that will offer patients primary and specialty care services.

The Agnes Street corridor "allows us to open an area for mixed use (development), for additional commercial and for retail," said Bastrop Mayor Connie Schroeder, who was the keynote speaker for the ceremony and is a board member of the Bastrop Economic Development Corporation, which funded the project. "Our goal is to make sure that Agnes goes from State Highway 304 all the way to Childers."

Once the street's full extension is complete, it will provide a secondary east to

See SETON, A5

Grand jury indicts man for roommate's murder

Bastrop County grand jury delivers 41 indictments in August

By Brandon Mulder
bmulder@statesman.com

A Bastrop County grand jury this month indicted a man for murder after he was accused of bashing his sleeping roommate's head with a rock, suffocating and stabbing him, and then trying to cut off his head.

Blake Vetter, 29, was charged with first degree murder in June for the killing of Philip Przybylak at their house along Shiloh Road near Cedar Creek, according to Vetter's arrest affidavit.

Deputies arrived at Vetter's house during the early morning hours on May 31 and found Przybylak dead with his back on the floor and "covered in copious amounts of blood," the affidavit said.

Deputies then learned that Vetter was driving to a family member's house, which was about 12 miles west from where he lived with Przybylak. When deputies arrived at that residence and confronted Vetter, he told them that he was worried for his friend and that "there's no way he survived that," police



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A Look Back: Art Institute Announcement

The Bastrop Advertiser

Saturday, August 10, 2019 | An edition of the Austin American-Statesman | $1

CALENDAR
Aug. 10

Bastrop 1832 Farmers Market: 10 a.m. to 2 p.m. at Bastrop 1832 Farmers Market, 1302 Chestnut St. Items for sale include in-season produce, beef, chicken, pork, local raw honey, farm eggs, sprouts, baked goods, prepared foods, cookies, jams and jellies, pickles, traditional Chinese herbals, breakfast tacos, plants and artisan wares. The market will accept Texas Lone Star Card for food purchases.

Aquatic Explorations: 2 to 3 p.m. at Bastrop State Park, 100 Park Road 1A. Attendees will see what they can catch in the water and what it will tell about Lake Mina's health. Guests should be prepared for a quarter-mile walk. Program is free after park entrance fee is paid.

Movies in the Park: 8:45 to 11 p.m. at Bob Bryant Park, 600 Charles Blvd., Bastrop. "Mary Poppins Returns" will be shown. Refreshments will be available at the concession stand. Kona Ice will be present. Free.

Aug. 10-11

"Doctor Dolittle Jr.": 2:30 p.m. Aug. 10-11 at the Bastrop Opera House, 711 Spring St. Cost is $7 per person or $5 for students and children ages 13 and younger. For tickets, visit bit.ly/1cFbLSu.

Aug. 11

Lost Pines Farmers Market: noon to 4 p.m. at the Community Gardens, 1067 state Highway 71, Bastrop. The market



Representatives from the Art Institute of Austin and the city of Bastrop on Thursday announced that the institute's Austin campus will be relocating from Round Rock to Bastrop. [ANDY SEVILLA/ BASTROP ADVERTISER]

Art Institute of Austin relocating to Bastrop

First classes at new campus to be offered in summer of 2020

By Andy Sevilla
asevilla@statesman.com

The Art Institute of Austin will shutter operations in Round Rock in June 2020 and move to Bastrop with the first classes offered at the new campus in the summer quarter of that year, the school system's chancellor and Bastrop city officials confirmed to the Bastrop Advertiser on Wednesday.

Claude Brown, chancellor of the institute's school system, said the Southern Association of Colleges and Schools Commission on Colleges, the regional accreditor of public and private institutions of higher learning, has accepted the institute's request for relocation and approval is expected "in the near future."

"We're moving the campus," Brown told the Advertiser on Wednesday. "There's going to be an opportunity for students in the Bastrop area and South and East Austin that perhaps didn't want to make the trip to Round Rock to give the Art Institute a look and consideration."

The institute, which offers degrees in design, media arts, culinary arts and fashion, will be a sprawling campus in Bastrop County with two facilities with

See ART, A2

City mulls property tax increases

Increase would cost average homeowner additional $55 a year

By Brandon Mulder
bmulder@statesman.com

The average Bastrop homeowner will see a $55.44 increase to their annual property tax bill next year if the City Council adopts its proposed 54.6 cent tax rate.

The city's proposed tax rate for fiscal year 2020 is the same rate as it has been since 2014, but with home values increasing this year on average by 5% to $213,051, according to the Bastrop Central Appraisal District, homeowners can expect to pay more. In total, the average homeowner would pay $1,166 in city property taxes next year.

The average home value last year was $203,500, the appraisal district said, which would have yielded a $1,111 city tax bill this year.

In order for property owners to see no increase on their property tax bills, the city would have to adopt its effective tax rate – 53.2 cents – through which the city would collect the same amount of property tax revenue it did last year on properties taxed in both years. The effective tax rate does not take into account new properties added to the city's tax rolls over the last year.

In the last year, the city added over $22 million in new properties, bringing the city's total property valuations up to $1.1 billion this year.

On Tuesday, the Bastrop City Council voted to delay



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A Look Back: Austin Business Journal

Bastrop wraps up its own code overhaul

SUBURB TO THE EAST PLANS FOR GROWTH BUT TAKES PRESERVATION STEPS

Like Austin, Bastrop has worked for years with an outdated land development code that many characterize as ill-prepared to handle the region's frenetic growth.

But officials in Bastrop are hopeful a new land use code – dubbed Bastrop Building Block or B3 – will turn the tide.

Bastrop City Council voted Nov. 12 to adopt the code as well its supporting pattern book and technical manual. Those votes came on second reading, allowing the regulatory changes to take effect.

Simplecity Design was the project's lead consultant. Engineer Kimley-Horn and Associates and public relations firm Buie & Co. were also part of the design team.

In the new code, conventional zoning districts have been replaced by "place types" that range in density from Nature and Rural to Neighborhood Mix and Core. Those "place types" are supposed to align with street, frontage and building types to "ensure all the components of the neighborhood work together," according to the code.

The city is also using an overlay called the Iredell Historic District to regulate building materials in historic parts of the downtown area.



Bastrop Mayor Connie Schroeder

A new state law, House Bill 2439, prevents local governments from limiting the use of building materials or products. Bastrop Mayor Connie Schroeder said they wanted to take advantage of an exception in the law for areas designated for historical, cultural or architectural significance.

"People have an expectation when they move into a city that the character of that neighborhood will be sustained and will remain the same," Schroeder said.

Schroeder said the city has also adjusted permitting procedures to be smoother and simpler, such as specific days that plans may be submitted so they can be reviewed in time under the state's so-called "shot clock bill."

"We were making a cake anyway. We just had to throw in another ingredient," Schroder said of regulations in the new state law, HB 3167.

For more: http://bizj.us/1q0ajp



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A Look Back: Austin Business Journal



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That's a wrap… see you tomorrow!

WHO: Garner Economics, BEDC Board, City of Bastrop City Council and BISD Board members and members of the public

WHAT: Garner Economics presents its research, findings and strategic plan for Bastrop EDC and the City of Bastrop.

WHEN: Tomorrow, January 15th at 4:30pm until 6:00pm

WHERE: City Hall

WHY: All stakeholders and policy makers within the City will have an opportunity to hear the strengths and weaknesses of our City for growth & development.

HOW: Bastrop EDC coordination with City and BISD

bastrop EDC

Questions?

Thank you.

STAFF REPORT

MEETING DATE: January 14, 2020 **AGENDA ITEM**: 7

TITLE:

CITIZEN COMMENTS

At this time, three (3) minute comments will be taken from the audience on any topic. To address the Council, please submit a fully completed request card to the City Secretary prior to the beginning of the Citizens' Comment portion of the Council meeting. 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.

To address the Council concerning any item on the agenda, please submit a fully completed request card to the City Secretary prior to the start of the meeting.

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

STAFF REPORT

MEETING DATE: January 14, 2020 **AGENDA ITEM**: 8A

TITLE:
Consider action to approve City Council minutes from December 10, 2019, Regular Meeting and January 7, 2020, Special Called Meeting..

STAFF REPRESENTATIVE:
Lynda Humble, 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 December 10, 2019, Regular Meeting and January 7, 2020, Special Called Meeting.

ATTACHMENTS:
- December 10, 2019, DRAFT Regular Meeting Minutes.
- January 7, 2020, DRAFT Special Called Meeting Minutes.

December 10, 2019

The Bastrop City Council met in a Regular Meeting on Tuesday, December 10, 2019, at 6:30 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were Mayor Schroeder, Mayor Pro Tem Nelson and Council Members Ennis and Rogers. Officers present were City Manager Lynda Humble, City Secretary Ann Franklin and City Attorney, Alan Bojorquez.

CALL TO ORDER
At 6:30 p.m. Mayor Schroeder called the meeting to order with a quorum being present. Council Member Peterson was absent.

Council Member Jackson arrived to the meeting at 6:33 p.m.

PLEDGE OF ALLEGIANCE
Gabriel Guerrero and Kylie Cannaday, Art Club, Emile Elementary led the pledges.

INVOCATION
Jimmie Cottle, Police Chaplain gave the invocation.

PRESENTATIONS

4A. Mayor's Report

4B. Councilmembers' Report

4C. City Manager's Report

WORK SESSION/BRIEFINGS

5A. Receive presentation on the proposed budget amendments for FY2020.
Presentation was made by Chief Financial Officer, Tracy Waldron.

ITEMS FOR INDIVIDUAL CONSIDERATION

9C. Consider action to approve the first reading of Ordinance No. 2019-76 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2020 in accordance with existing statutory requirements; appropriating the various amounts herein as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; establishing an effective date, and move to include on the January 14, 2020 City Council Consent agenda for a second reading.
A motion was made by Mayor Pro Tem Nelson to approve the first reading of Ordinance No. 2019-76, seconded by Council Member Jackson, motion was approved on a 4-0 vote. Council Member Peterson was absent.

STAFF AND BOARD REPORTS

6A. Receive presentation on the unaudited Monthly Financial Report for the period ending September 30, 2019.
Presentation was made by Chief Financial Officer, Tracy Waldron.

6B. Receive presentation on the unaudited Monthly Financial Report for the period ending October 31, 2019.
Presentation was made by Chief Financial Officer, Tracy Waldron.

CITIZEN COMMENTS - NONE

CONSENT AGENDA

A motion was made by Council Member Ennis to approve Items 8A, 8B, 8C, 8D, 8E, 8F, 8G, 8H, 8I, 8J and 8K listed on the Consent Agenda after being read into the record by Ann Franklin, City Secretary. Seconded by Council Member Rogers, motion was approved on a 4-0 vote. Council Member Peterson was absent.

8A. Consider action to approve City Council minutes from November 26, 2019, Regular meeting.

8B. Consider action to approve Resolution No. R-2018-122 of the City Council of the City of Bastrop, Texas approving the 2019 Council Meeting Schedule, attached as Exhibit A; and providing an effective date.

8C. Consider action to approve the second reading of Ordinance No. 2019-63 of the City Council of the City of Bastrop, Texas, rezoning Farms End Estates Lot 3 from P-5, Core, to P-4, Mix, located at 1706 Farm Street, within the City Limits of Bastrop, Texas; as shown in Exhibit A, including a severability clause; and establishing an effective date.

8D. Consider action to approve the second reading of Ordinance No. 2019-67 of the City Council of the City of Bastrop, Texas, rezoning 0.683 acres of Farm Lot 37 East of Main Street from P-3 Neighborhood to P-5 Core, located 1302 SH 95, within the City Limits of Bastrop, Texas; as shown in Exhibit A, including a severability clause; and establishing an effective date.

8E. Consider action to approve the second reading of Ordinance No. 2019-68, of the City Council of the City of Bastrop, Texas, rezoning 0.193 acres of Building Block 6 West of Water Street, from P-5 Core to P-4 Mix, located 1110 Water Street within the City Limits of Bastrop, Texas; as shown in Exhibit A, including a severability clause; and establishing an effective date.

8F. Consider action to approve the second reading of Ordinance No. 2019-69 of the City Council of the City of Bastrop, Texas, rezoning 0.129 acres of Building Block 6, West of Water Street, from P-5 Core to P-4 Mix, located 703 Farm Street, within the City Limits of Bastrop, Texas; as shown in Exhibit A, including a severability clause; and establishing an effective date.

8G Consider action to approve the second reading of Ordinance No. 2019-70 of the City Council of the City of Bastrop, Texas, rezoning 0.353 acres of Building Block 8, West of Water Street, from P-CS Civic Space to P-5 Core, located 1028 Main Street, within the City Limits of Bastrop, Texas; as shown in Exhibit A, including a severability clause; and establishing an effective date.

8H. Consider action to approve the second reading of Ordinance No. 2019-72 of the City Council of the City of Bastrop, Texas, rezoning 0.214 acres of Building Block 1 West of Water Street from P-3 Neighborhood, to P-4 Mix, located at 701 Austin Street, within the city limits of Bastrop, Texas; as shown in Exhibit A; including a severability clause; and establishing an effective date.

8I. Consider action to approve the second reading of Ordinance No. 2019-73 of the City Council of the City of Bastrop, Texas, rezoning 1.866 acres of Bradford Subdivision, Lot 2 Fraction from P-3 Neighborhood, to P-4 Mix, located at 1903 Main Street, within the city limits of Bastrop, Texas, as shown in Exhibit A; including a severability clause; and establishing an effective date.

8J. Consider action to approve the second reading of Ordinance No. 2019-74 of the City Council of the City of Bastrop, Texas, rezoning 0.760 acres of Farm Lot 5, West of Main Street, located at 1910 Main Street and 2.467 acres of Farm Lot 5 West of Main Street, to the west of 1910 Main Street from P-3 Neighborhood, to P-4 Mix, within the city limits of Bastrop, Texas; as shown in Exhibit A; including a severability clause; and establishing an effective date.

8K. Consider action to approve the second reading of Ordinance No. 2019-75 of the City Council of the City of Bastrop, Texas amending the Bastrop Building Block Code (B3) as adopted by Ordinance No 2019-51, Chapter 2, titled “Zoning Procedures”, Article 2.4, titled “Administration,” Sections 2.4.002(b) and 2.4.003(b); allowing Zoning Board of Adjustment members to be alternates for the Planning and Zoning Commission, attached as Exhibit A; providing for findings of fact, enactment, repealer, severability, effective date, and proper notice and meeting.

ITEMS FOR INDIVIDUAL CONSIDERATION

9A. Conduct public hearing and consider action to approve Resolution No. R-2019-134 of the City Council of the City of Bastrop, Texas, granting Historic Landmark status for 0.470 acres of Building Block 54, East of Water Street, located at 1305 Pine Street, also known as the Beverly & Lula Kerr House, within the city limits of the City of Bastrop, Texas, as attached in Exhibit A; providing for findings of fact; providing for a repealing clause; and establishing an effective date.
Presentation was made by Planning and Zoning Assistant Director, Jennifer Bills.

Public hearing was opened.

Public hearing was closed.

A motion was made by Council Member Jackson to approve Resolution No. R-2019-134, seconded by Council Member Ennis, motion was approved on a 4-0 vote. Council Member Peterson was absent.

9B. Consider action to approve Resolution No. R-2019-131 of the City Council of the City of Bastrop, Texas adopting the Budget Planning Calendars for Fiscal Year 2021, as shown in Exhibit A; repealing all resolutions in conflict; and establishing an effective date.
Presentation was made by City Manager, Lynda Humble.

A motion was made by Council Member Ennis to approve Resolution No. R-2019-131, seconded by Council Member Rogers, motion was approved on a 4-0 vote. Council Member Peterson was absent.

9D. Consider action to approve Resolution No. R-2019-132 of the City Council of the City of Bastrop, Texas, expressing official intent to reimburse certain water and wastewater expenditures of the City of Bastrop, Texas; attached In Exhibit A; providing a severability clause; and providing an effective date.
Presentation was made by Chief Financial Officer, Tracy Waldron.

A motion was made by Council Member Rogers to approve Resolution No. R-2019-132, seconded by Council Member Jackson, motion was approved on a 4-0 vote. Council Member Peterson was absent.

9E. Consider action to approve Resolution No. R-2019-120 of the City Council of the City of Bastrop, Texas approving an Amendment to Task Order No. BAS.006C to KSA Engineers for additional engineering services to receive sanitary sewer flows from the north side of Highway 71 in the amount of One Hundred Twenty-one Thousand Five Hundred Dollars and Zero Cents ($121,500.00) as attached in Exhibit A, authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.
Presentation was made by Assistant City Manager of Development Services, Trey Job.

A motion was made by Council Member Rogers to approve Resolution No. R-2019-120, seconded by Council Member Ennis, motion was approved on a 4-0 vote. Council Member Peterson was absent.

9F. Consider action to approve Resolution No. R-2019-135 of the City Council of the City of Bastrop, Texas awarding a contract in the amount of one million seven hundred fifty-one thousand two hundred fifty-four dollars and zero cents ($1,751,254.00) to Muniz Concrete and Contracting, INC. for the construction of the Main Street Rehabilitation project as shown in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.
Presentation was made by City Engineer, Tony Buonodono.

SPEAKERS
Richard Smarzik
925 Main St.

Bastrop, TX 78602
210-863-9544

A motion was made by Council Member Ennis to approve Resolution No. R-2019-135, seconded by Mayor Pro Tem Nelson, motion was approved on a 4-0 vote. Council Member Peterson was absent.

EXECUTIVE SESSION

The City Council met at 7:42 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, et seq, to discuss the following:

10A. City Council shall convene into closed executive session pursuant to Section 551.074 to conduct an annual performance evaluation of the City Manager as required by her employment agreement.

10B. City Council shall convene into closed executive session pursuant to Section 551.072 of the Texas Government Code to deliberate the acquisition of outstanding easements on Main Street.

10C. City Council shall convene into closed executive session for a Legal Briefing by the City Attorney pursuant to Texas Government Code Section 551.071 regarding legal aspects of the City of Bastrop's Personnel Policies Manual.

10D. City Council shall convene into closed executive session pursuant to Section 551.072 of the Texas Government Code to deliberate the acquisition of property located on MLK Drive.

10E. City Council shall convene into closed executive session for a Legal Briefing by the City Attorney pursuant to Texas Government Code Section 551.071 regarding the law applying to the formation, adoption and implementation of land use, construction, and development codes, including public notices, public hearings, and public communications.

The Bastrop City Council reconvened at 9:38 p.m. into open (public) session.

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

10B. City Council shall convene into closed executive session pursuant to Section 551.072 of the Texas Government Code to deliberate the acquisition of outstanding easements on Main Street.
A motion was made by Mayor Pro Tem Nelson to authorize Mayor Schroeder to sign the license agreement relative to the property located at 928 Main Street in Bastrop, seconded by Council Member Rogers, motion was approved on a 4-0 vote. Council Member Peterson was absent.

ADJOURNMENT

Adjourned at 9:39 p.m. without objection.

APPROVED: ATTEST:

_____ _____

Mayor Connie B. Schroeder City Secretary Ann Franklin

The Minutes were approved on January 14, 2020, by Council Member motion, Council Member second. The motion was approved on a vote.

MINUTES OF SPECIAL CALLED BASTROP CITY COUNCIL

January 7, 2020

The Bastrop City Council met on Tuesday, January 7, 2020, at 5:30 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were: Mayor Schroeder, Mayor Pro Tem Nelson and Council Members Jackson, Ennis, Rogers and Peterson. Officers present were: City Secretary, Ann Franklin and City Attorney, Alan Bojorquez.

CALL TO ORDER

Mayor Schroeder called the meeting to order with a quorum being present at 5:30 p.m.

CITIZEN COMMENTS - NONE

EXECUTIVE SESSION

The City Council met at 5:31 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, et seq, to discuss the following:

3A. City Council shall convene into closed executive session pursuant to Section 551.074 to discuss an annual performance evaluation of the City Manager as required by her employment agreement.

The Bastrop City Council reconvened at 8:22 p.m. into open (public) session.

TAKE ANY NECESSARY OR APPROPRIATE ACTION ON MATTERS POSTED FOR CONSIDERATION IN CLOSED/EXECUTIVE SESSION
No action taken.

ADJOURNMENT

Adjourned at 8:23 p.m. without objection.

APPROVED: ATTEST:

_____ _____

Mayor Connie B. Schroeder City Secretary Ann Franklin

STAFF REPORT

MEETING DATE: January 14, 2020 **AGENDA ITEM**: 8B

TITLE:
Consider action to approve the second reading of Ordinance No. 2019-76 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2020 in accordance with existing statutory requirements; appropriating the various amounts herein as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; and establishing an effective date.

STAFF REPRESENTATIVE:
Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:
The FY2020 budget was approved by City Council on September 24, 2019. Since that approval, the City has closed the FY2019 fiscal year and needs to carry-over amounts relating to ongoing projects.

Budget Amendment #1: General Fund-Revenue & Patrol Budget

The City received proceeds from an insurance claim. The repair to this vehicle was not originally in the FY2020 budget, so these proceeds need to be applied to this expense account to cover the repairs. This amendment has a zero-net effect on fund balance. It is increasing revenue and increasing the expense by $6,400 each.

Budget Amendment #2: Hotel Occupancy Tax Revenue & Main St. Program Expense

The contract with Décor IQ for the installation of Holiday Lighting was approved by Council on August 14, 2018. The motion was to approve the contract with addition lighting requests with a not to exceed amount of $136,900. This increase for this contract was not picked up in the budget process and the same amount was carried over from FY2019 original budget ($125,000). This amendment is to increase the amount coming in from BP&L and increase the expense account for the contract. This amendment has a zero-net effect on fund balance. It is increasing revenue and increasing the expense by $11,900 each.

Budget Amendment #3: BP&L – Transfer Out

This amendment is to increase the amount coming from BP&L related to budget amendment #2. This amendment is increasing total expenditures for the BP&L fund by $11,900. This amendment is reducing fund balance in this fund.

Budget Amendment #4: Water & Wastewater Fund – Expenditures

The proceeds from an insurance claim for a weather event in FY2019 were received but never spent during FY2019. Since the revenue was received in FY2019 it rolled into ending fund balance. This amendment is increasing the expense line item and will reduce the total fund balance by $4,905. This will allow the department to go ahead with the recommended repairs.

Budget Amendment #5: Street Maintenance Fund – Revenue & Expenditures

The original Engineer's Opinion of Probable Cost (OPC) from the August 27, 2019 meeting was eight hundred twenty-six thousand eight hundred dollars and zero cents ($826,800). Based on the new request for proposals, the total needed is $1,189,139.80. The current FY20 budget amount is $1,183,945 (page 270 of the budget book), which includes purchase of a Hot Box and the balance of the Engineering contract both totaling $95,358. This leaves $1,088,587 for construction. There is an available $17,400 in Fund Balance and the interest earned on the 2018 CO issuance of $84,000.00. This will give us a combined total of $1,189,987 needed to cover the contract with Angel Brothers, Ltd.

Budget Amendment #6: 2019 Revenue Bond – Expenditures

This bond fund did not expense as much as previously estimated in FY2019 (page 298), leaving a fund balance at the end of the year of $844,347. All balances in this bond fund are for wastewater projects. This amendment is a carryover of the available fund balance from FY2019 plus budgeted revenue of $8,000 (also on page 298) totaling $852,347. This amendment will allow is to spend the balance of this bond fund in FY2020 for the ongoing WWTP#3

Budget Amendment #7: Water & Wastewater Capital Improvement Fund – Expenditures

This capital fund did not expense as much as previously estimated for capital outlay for water CIP projects in FY2019 (page 227). This amendment is a carryover of the available fund balance from FY2019 to complete the elevated and ground storage water tanks at HWY 20.

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

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

FUNDING SOURCE:
Various – see Ordinance Exhibit A

RECOMMENDATION:
Consider action to approve the second reading of Ordinance No. 2019-76 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2020 in accordance with existing statutory requirements; appropriating the various amounts herein as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; and establishing an effective date.

ATTACHMENTS:

- Ordinance 2019-76
- Exhibit A
- All Funds Summary FY2020 – updated to reflect proposed amendments

ORDINANCE NO. 2019-76

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR 2020 IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS; APPROPRIATING THE VARIOUS AMOUNTS HEREIN, AS ATTACHED IN EXHIBIT A; REPEALING ALL PRIOR ORDINANCES AND ACTIONS IN CONFLICT HEREWITH; AND ESTABLISHING FOR AN EFFECTIVE DATE.

WHEREAS, the City Manager of the City of Bastrop, Texas has submitted to the Mayor and City Council proposed amendment(s) to the budget of the revenues and/or expenditures/expenses of conducting the affairs of said city and providing a complete financial plan for Fiscal Year 2020; and

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

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

Section 1: That the proposed budget amendment(s) for the Fiscal Year 2020, as submitted to the City Council by the City Manager and which budget amendment(s) are attached hereto as Exhibit A, are hereby adopted and approved as the amended budget of said city for Fiscal Year 2020.

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

Section 3: This ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, Code of Ordinances, and the laws of the State of Texas.

READ and APPROVED on First Reading on the 10th day of December 2019.

READ and ADOPTED on Second Reading on the 14th day of January 2020.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

Budget Amendment #1: General Fund-Revenue & Police Patrol Budget

FY 2020 Budget Book (Page 110)

Original Budget	$12,229,361
Insurance Proceeds (101-00-00-4537)	$ 6,400
New Total Revenue	**$12,235,761**

The proceeds need to be applied to the following accounts:

FY 2020 Budget Book (Page 151)

Original Budget	$ 1,735,245
Maintenance of Vehicle-Patrol (101-09-22-5345)	$ 6,400
New Total Expenditure	**$ 1,741,745**

This additional revenue came from proceeds from an insurance claim. The repair to this vehicle was not originally in the FY2020 budget, so these proceeds need to be applied to this expense account to cover the repairs. This amendment has a zero-net effect on fund balance. It is increasing revenue and increasing the expense.

Budget Amendment #2: Hotel Occupancy Tax Revenue & Main St. Program

FY 2020 Budget Book (Page 196)

Original Budget	$ 3,696,556
Transfer In-BP&L (501-00-00-4703)	$ 11,900
New Total Revenue	**$ 3,708,456**

The transfer in needs to be applied to the following accounts:

FY 2020 Budget Book (Page 201)

Original Budget	$ 471,642
Community Event Support (501-85-80-5622)	$ 11,900
New Total Expenditure	**$ 483,542**

The contract with Décor IQ for the installation of Holiday Lighting was approved by Council on August 14, 2018. The motion was to approve the contract with addition lighting requests with a not to exceed amount of $136,900. This increase for this contract was not picked up in the budget process and the same amount was carried over from FY2019 original budget ($125,000). This amendment is to increase the amount coming in from BP&L and increase the expense account for the contract. This amendment has a zero-net effect on fund balance. It is increasing revenue and increasing the expense.

Budget Amendment #3: BP&L – Transfer Out

FY 2020 Budget Book (Page 91)

Original Budget	$ 7,702,248
Transfer Out-Special Project (404-60-00-8115)	$ 11,900
New Total Expenditure	**$ 7,714,148**

This amendment is to increase the amount coming from BP&L related to budget amendment #2. This amendment is increasing total expenditures for the BP&L fund. This amendment is reducing fund balance in this fund.

Budget Amendment #4: Water & Wastewater Fund - Expenditures

FY 2020 Budget Book (Page 223)

Original Budget	$ 3,600,611
Maintenance of Building-Admin (202-35-10-5340)	$ 4,905
New Total Expenditure	**$ 3,605,516**

The proceeds from an insurance claim for a weather event in FY2019 were received but never spent during FY2019. Since the revenue was received in FY2019 it rolled into ending fund balance. This amendment is increasing the expense line item and will reduce the total fund balance by $4,905.

Budget Amendment #5: Street Maintenance Fund Revenue & Expenditures

FY 2020 Budget Book (Page 270)

Original Budget	$ 164,000
Trans In-2018 Bond Fund (110-00-00-4738)	$ 84,000
New Total Revenue	**$ 248,000**

The proceeds need to be applied to the following accounts:

FY 2020 Budget Book (Page 270)

Original Budget	$ 1,183,945
Street Improvements (110-18-00-6132)	$ 17,400
Street Improvements (110-18-00-6132)	$ 84,000
New Total Expenditure	**$ 1,285,345**

The original Engineer's Opinion of Probable Cost (OPC) from the August 27, 2019 meeting was eight hundred twenty-six thousand eight hundred dollars and zero cents ($826,800). Based on the new request for proposals, the total needed is $1,189,139.80. The current FY20 budget amount is $1,183,945 (page 270 of the budget book), which includes purchase of a Hot Box and the balance of the Engineering contract both totaling $95,358. This leaves $1,088,587 for construction. There is an available $17,400 in Fund Balance and the interest earned on the 2018 CO issuance of $84,000.00. This will give us a combined total of $1,189,987 needed to cover the contract with Angel Brothers, Ltd.

Budget Amendment #6: 2019 Revenue Bond Expenditures

FY 2020 Budget Book (Page 298)

Original Budget	$ 57,185
Capital Outlay (261-35-00-6176)	$ 795,162
New Total Expenditure	**$ 852,347**

This bond fund did not expense as much as previously estimated in FY2019 (page 298), leaving a fund balance at the end of the year of $844,347. All balances in this bond fund are for wastewater projects. This amendment is a carryover of the available fund balance from FY2019 plus budgeted revenue of $8,000 (also on page 298) totaling $852,347. This amendment will allow is to spend the balance of this bond fund in FY2020 for the ongoing WWTP#3.

Budget Amendment #7: Water/Wastewater Capital Improvement Fund Expenditures

FY 2020 Budget Book (Page 227)

Original Budget	$ 4,150,400
Elevated Water Tank (250-50-00-6320)	$ 463,923
New Total Expenditure	**$ 4,614,323**

This capital fund did not expense as much as previously estimated for capital outlay for water CIP projects in FY2019 (page 227). This amendment is a carryover of the available fund balance from FY2019 to complete the elevated and ground storage water tanks at HWY 20.

ALL FUND SUMMARY - FY 2020

	GENERAL FUND	STREET MAINTENANCE FUND	DEBT SERVICE FUNDS	HOTEL TAX FUND	SPECIAL REVENUE FUNDS	WATER/ WASTEWATER FUNDS	BP&L FUND	CAPITAL IMPROVEMENT FUNDS	INTERNAL SERVICE FUND	ECONOMIC DEVELOPMENT CORP	TOTAL ALL FUNDS
BEGINNING FUND BALANCES	$ 2,643,264	$ 1,037,357	$ 254,780	$ 3,797,361	$ 2,758,164	$ 5,421,836	$ 3,590,969	$ 6,230,495	$ 2,384,291	$ 4,070,298	$ 32,188,815
REVENUES:											
AD VALOREM TAXES	3,850,795		2,006,862		-	-	-	-			5,857,657
SALES TAXES	5,084,400				-	-	-	-		2,560,000	7,644,400
FRANCHISE & OTHER TAXES	467,830			2,830,500	23,250	-	-	-			3,321,580
LICENSES & PERMITS	819,032			2,000	-	-	-	-			821,032
SERVICE FEES	673,100			275,250	1,116,203	6,163,064	7,037,682	-	371,192	13,800	15,650,291
FINES & FORFEITURES	349,585				12,650	-	-	-			362,235
INTEREST	65,000	10,000	20,000	65,000	44,050	117,000	72,000	110,144	15,500	80,000	598,694
INTERGOVERNMENTAL	89,878		246,548	62,312	2,863,125	-	-	-			3,261,863
OTHER	66,400 #1			-	31,910	6,500	16,880	3,265,000		1,560,000	4,946,690
TOTAL REVENUES	11,466,020	10,000	2,273,410	3,235,062	4,091,188	6,286,564	7,126,562	3,375,144	386,692	4,213,800	42,464,442
OTHER SOURCES											
Other Financing Sources	-							30,000			30,000
Interfund Transfers	769,741	238,000 #5	514,416	473,394 #2	4,700	4,895,885	-	22,500	75,000		6,993,636
TOTAL REVENUE & OTHER SOURCES	12,235,761	248,000	2,787,826	3,708,456	4,095,888	11,182,449	7,126,562	3,427,644	461,692	4,213,800	49,488,078
TOTAL AVAILABLE RESOURCES	$ 14,879,025	$ 1,285,357	$ 3,042,606	$ 7,505,817	$ 6,854,052	$ 16,604,285	$ 10,717,531	$ 9,658,139	$ 2,845,983	$ 8,284,098	$ 81,676,893
EXPENDITURES:											
GENERAL GOVERNMENT	4,454,010				3,268,125	-	-	123,000			7,845,135
PUBLIC SAFETY	4,611,708 #1				20,950	-	-	-			4,632,658
DEVELOPMENT SERVICES	1,084,324				-	-	-	100,000			1,184,324
COMMUNITY SERVICES	1,647,736			354,150	305,327	-	-	-			2,307,213
UTILITIES					165,000	3,843,951 #4	6,054,651	-			10,063,602
DEBT SERVICE			2,752,618		-	1,870,887	159,847	143,668		485,453	5,412,473
ECONOMIC DEVELOPMENT				3,339,899 #2	-	-	-	-		2,066,445	5,406,344
CAPITAL OUTLAY		1,285,345 #5			911,000	4,614,323 #7	615,000	8,838,851 #6	356,500	2,692,000	19,313,019
TOTAL EXPENDITURES	11,797,778	1,285,345	2,752,618	3,694,049	4,670,402	10,329,161	6,829,498	9,205,519	356,500	5,243,898	56,164,768
OTHER USES											
Interfund Transfers	238,992	-	-	521,916	575,395	4,335,693	884,650 #3	352,991	-		6,909,636
TOTAL EXPENDITURE & OTHER USES	12,036,770	1,285,345	2,752,618	4,215,965	5,245,797	14,664,854	7,714,148	9,558,510	356,500	5,243,898	63,074,404
ENDING FUND BALANCES	$ 2,842,255	$ 12	$ 289,988	$ 3,289,852	$ 1,608,255	$ 1,939,431	$ 3,003,383	$ 99,629	$ 2,489,483	$ 3,040,200	$ 18,602,489

STAFF REPORT

MEETING DATE: January 14, 2020 **AGENDA ITEM:** 9A

TITLE:
Consider action to approve Resolution No. R-2020-04 of the City Council of the City of Bastrop, Texas confirming a board appointment of the Mayor, as required in Section 3.08 of the City's Charter, and establishing an effective date.

STAFF REPRESENTATIVE:
Lynda K. Humble, City Manager

BACKGROUND/HISTORY:
Section 3.08, Mayor and Mayor Pro Tem, of the City Charter states that the Mayor shall appoint members to all City boards and commissions, subject to confirmation by the City Council.

POLICY EXPLANATION:
Mayor Connie Schroeder has appointed Dani Moss to the Main Street Advisory Board. The approval of this Resolution will provide confirmation of this appointment by Council as required by the Charter.

FUNDING SOURCE:
N/A

RECOMMENDATION:
Consider action to approve Resolution No. R-2020-04 of the City Council of the City of Bastrop, Texas confirming a board appointment of the Mayor, as required in Section 3.08 of the City's Charter, and establishing an effective date.

ATTACHMENTS:

- Resolution

RESOLUTION NO. R-2020-04

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS CONFIRMING A BOARD AND COMMISSION APPOINTMENT OF THE MAYOR, AS REQUIRED IN SECTION 3.08 OF THE CITY'S CHARTER; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Section 3.08, Mayor and Mayor Pro Tem, of the City Charter states that the Mayor shall appoint members to all City boards and commissions, subject to confirmation by the City Council; and

WHEREAS, Mayor Connie Schroeder has appointed Dani Moss to the Main Street Advisory Board; and

WHEREAS, City Council must confirm this appointment as required by the City Charter.

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

Section 1: That Mayor Connie Schroeder has appointed Dani Moss to the Main Street Advisory Board.

Section 2: That the City Council of the City of Bastrop confirms Mayor Schroeder's appointment of Dani Moss to the Main Street Advisory Board.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 14th day of January, 2020.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

STAFF REPORT

MEETING DATE: January 14, 2020 **AGENDA ITEM**: 9B

TITLE:
Consider action to approve Resolution No. R-2020-08 of the City Council of the City of Bastrop, Texas approving the public information request form; designating the city's mailing address and e-mail address for receiving requests for public information; and establishing an effective date.

STAFF REPRESENTATIVE:
Ann Franklin, City Secretary

BACKGROUND/HISTORY:
The 2019 Legislative Session concluded in May and the 86th Legislature passed a number of laws that impact open meetings and public information in Texas.

RECOMMENDATION:
Consider action to approve Resolution No. R-2020-08 of the City Council of the City of Bastrop, Texas approving the public information request form; designating the city's mailing address and e-mail address for receiving requests for public information; and establishing an effective date.

ATTACHMENTS:

- Resolution
- Exhibit A
- The Public Information Act – English
- The Public Information Act – Spanish

RESOLUTION NO. R-2020-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE PUBLIC INFORMATION REQUEST FORM; DESIGNATING THE CITY'S MAILING ADDRESS AND E-MAIL ADDRESS FOR RECEIVING REQUESTS FOR PUBLIC INFORMATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the 2019 Legislative Session concluded in May and the 86th Legislature passed laws that impact public information in Texas; and

WHEREAS, S.B. 944 requires the Office of the Attorney General ("OAG") to create a public information request form for use by governmental bodies and requestors; and

WHEREAS, if the governmental body allows requestors to use the OAG's request form and the governmental body maintains a website, the governmental body is required to post the OAG's request form on its website; and

WHEREAS, S.B. 944 also clarifies the permissible methods a requestor may use to submit a public information request and specifies that a governmental body may designate an e-mail address and a mailing address for receiving public information requests; and

WHEREAS, the City Council of the City of Bastrop desires to allow requestors to use the OAG's public information request form and designate one mailing address and one e-mail address for receiving requests for public information.

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

Section 1: The City Council of the City of Bastrop hereby approves the request form attached as Exhibit A.

Section 2: The City Council of the City of Bastrop designates the following mailing address and e-mail address for receiving written requests for public information:

City Secretary
P.O. Box 427
Bastrop, TX 78602
citysec@cityofbastrop.org

Section 3: All orders 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 4: That this resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop, Texas this 14th day of January 2020.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

CITY OF BASTROP
City Secretary's Office
1311 Chestnut
Street
Bastrop, Texas 78602
(512) 332-8800
http://www.cityofbastrop.org

TEXAS PUBLIC INFORMATION ACT INFORMATION REQUEST FORM

For guidance regarding your rights as a requestor and the public information procedures adopted by this governmental body, you may review the governmental body's notice required under section 552.205 of the Government Code. You can find additional Public Information Act resources on the Office of the Attorney General's website at http://www.texasattorneygeneral.gov/open-government.

PERSON REQUESTING INFORMATION		
Company/Organization:	Date of Request:	
Last Name:	First Name:	Middle Initial:
Mailing Address:	Apartment/Unit #:	
City:	State:	Zip Code:
Phone #: ( ) -	E-mail Address:	
Preferred Manner of Written Communication: ☐ Standard Mail ☐ E-mail		

DESCRIPTION OF THE INFORMATION REQUESTED (Note: Describe the information as precisely as you can.)

Date Range (optional): From: to:

Under the Public Information Act, some categories of information do not have to be released. Exceptions to disclosure fall into two general categories: 1) mandatory exceptions that make information confidential and require a governmental body to withhold information, and 2) discretionary exceptions that allow but do not require a governmental body to withhold information. You may find information about mandatory and discretionary exceptions at https://www.texasattorneygeneral.gov/open-government/members-public/confidential-information-under-public-information-act

- Do you agree to the redaction of information that is subject to mandatory exceptions, provided such redactions are clearly labeled on the information you received? ☐ **Yes** ☐ **No**
- Do you agree to the redaction of information that is subject to discretionary exceptions, provided such redactions are clearly labeled on the information you receive? ☐ **Yes** ☐ **No**

INFORMATION PREFERENCES:

- How would you like to have the information provided? ☐ **Copies** ☐ **Inspection**
- If available, do you wish to receive an electronic copy of the information? ☐ **Yes** ☐ **No**

Please Note: If the information requested is unclear or if a large amount of information is requested you may be contacted to discuss clarifying or narrowing your request. There may be charges associated with production of the requested information. You may find more information regarding the charges under the Public Information Act at https://www.texasattorneygeneral.gov/open-government/governmental-bodies/charges-public-information

THE PUBLIC INFORMATION ACT

Texas Government Code, Chapter 552, gives you the right to access government records; and an officer for public information and the officer's agent may not ask why you want them. All government information is presumed to be available to the public. Certain exceptions may apply to the disclosure of the information. Governmental bodies shall **promptly** release requested information that is not confidential by law, either constitutional, statutory, or by judicial decision, or information for which an exception to disclosure has not been sought.

Rights of Requestors

You have the right to:

- Prompt access to information that is not confidential or otherwise protected;
- Receive treatment **equal** to all other requestors, including accommodation in accordance with the Americans with Disabilities Act (ADA) requirements;
- Receive certain kinds of **information without exceptions,** like the voting record of public officials, and other information;
- Receive a **written statement of estimated charges**, when charges will exceed $40, in advance of work being started and opportunity to modify the request in response to the itemized statement;
- Choose whether to inspect the requested information (most often at no charge), receive copies of the information or both;
- A **waiver** or reduction of charges if the governmental body determines that access to the information primarily benefits the general public;
- Receive a copy of the communication from the governmental body asking the Office of the Attorney General for a ruling on whether the information can be withheld under one of the accepted exceptions, or if the communication discloses the requested information, a redacted copy;
- Lodge a written complaint about overcharges for public information with the Office of the Attorney General. Complaints of other possible violations may be filed with the county or district attorney of the county where the governmental body, other than a state agency, is located. If the complaint is against the county or district attorney, the complaint must be filed with the Office of the Attorney General.

Responsibilities of Governmental Bodies

All governmental bodies responding to information requests have the responsibility to:

- Establish **reasonable procedures** for inspecting or copying public information and inform requestors of these procedures;
- Treat **all** requestors uniformly and shall give to the requestor all reasonable comfort and facility, including accommodation in accordance with ADA requirements;
- Be informed about open records laws and educate employees on the requirements of those laws;
- Inform requestors of the estimated charges greater than $40 and any changes in the estimates above 20 percent of the original estimate, and **confirm that the requestor** accepts the charges, or has amended the request, in writing before finalizing the request;
- Inform the requestor if the information cannot be provided promptly and set **a date and time to provide it** within a reasonable time;
- Request **a ruling from the Office of the Attorney General** regarding any information the governmental body wishes to withhold, and send a copy of the request for ruling, or a redacted copy, to the requestor;
- **Segregate** public information from information that may be withheld and provide that public information **promptly**;
- Make a good faith attempt to **inform third parties** when their proprietary information is being requested from the governmental body;
- Respond in writing to all written communications from the Office of the Attorney General regarding charges for the information. Respond to the Office of the Attorney General regarding complaints about violations of the Act.

Procedures to Obtain Information

√ Submit a request by mail, e-mail, or in person, or any other appropriate method approved by the governmental body.
√ Include enough description and detail about the information requested to enable the governmental body to accurately identify and locate the information requested.
√ Cooperate with the governmental body's reasonable efforts to clarify the type or amount of information requested.

A. Information to be released

- You may review it promptly, and if it cannot be produced within 10 working days the public information officer will notify you in writing of the reasonable date and time when it will be available.
- Keep all appointments to inspect records and to pick up copies. Failure to keep appointments may result in losing the opportunity to inspect the information at the time requested.

Cost of Records

- **You must respond to any written estimate of charges within 10 days of the date the governmental body sent it or the request is considered automatically withdrawn.**
- If estimated costs exceed $100.00 (or $50.00 if a governmental body has fewer than 16 full time employees) the governmental body may require a bond, prepayment or deposit.
- You may ask the governmental body to determine whether providing the information primarily benefits the general public, resulting in a waiver or reduction of charges.
- Make a timely payment for all mutually agreed charges. A governmental body can demand payment of overdue balances exceeding $100.00, or obtain a security deposit, before processing additional requests from you.

B. Information that may be withheld due to an exception

- If a governmental body determines the requested information is not subject to a previous determination or a statute that allows the information to be withheld without requesting a ruling, by the 10th business day after a governmental body receives your written request, a governmental body must:
  1. request an Attorney General Letter Decision and state which exceptions apply;
  2. notify the requestor of the referral to the Attorney General; and
  3. notify third parties if the request involves their proprietary information.
- Failure to request an Attorney General Letter Decision and notify the requestor within 10 business days will result in a presumption that the information is open unless there is a compelling reason to withhold it.
- Requestors may send a letter to the Attorney General arguing for release, and may review arguments made by the governmental body. If the arguments disclose the requested information, the requestor may obtain a redacted copy.
- The Attorney General must issue a decision no later than the 45th working day from the day after the attorney general received the request for a decision. The attorney general may request an additional 10 working day extension.
- Governmental bodies may not ask the Attorney General to "reconsider" a decision.

To request information from this governmental body, please contact: By mail: City Secretary,
P.O. Box 427,
Bastrop, TX 78602

By e-mail: citysec@cityofbastrop.org
In person: City Hall, 1311 Chestnut Street, Bastrop, TX 78602

For complaints regarding failure to release public information please contact your local County or District Attorney. Please ask and you will be provided with this information.

- You may also contact the **Office of the Attorney General,** Open Government Hotline, at 512-478-6736 or toll-free at 1-877-673-6839.
- For complaints regarding overcharges, please contact the **Office of the Attorney General,** Cost Hotline at 512-475-2497 or toll-free at 1-888-672-6787.

If you need special accommodation pursuant to the Americans With Disabilities Act (ADA), please contact our ADA coordinator,

_____ *at* _____.

REV 8/19

LEY DE INFORMACIÓN PÚBLICA

El Capítulo 552 del Código Gubernamental de Texas (Texas Government Code), le otorga al público acceso a archivos gubernamentales sin que un funcionario de información pública o el agente del funcionario pregunten para qué se desea tal información. Se asume que toda la información gubernamental está disponible al público. Sin embargo, se podrían aplicar algunas excepciones a la revelación de alguna información. Los organismos gubernamentales deberán revelar **sin demora** la información solicitada que no es confidencial conforme a la ley o por decisión judicial o información para la que no se ha buscado una excepción a la revelación.

Derechos del Solicitante

Tiene derecho a:

- Acceso sin demora a información que no es confidencial o está de otra manera protegida;
- Ser tratado **igual** que los demás solicitantes, incluyendo instalaciones que cumplen con los requisitos de la Ley para Personas con Discapacidades (Americans with Disabilities Act, ADA);
- Recibir cierta información **sin excepciones,** tal como el expediente de votación de un funcionario público y otra información;
- Recibir por adelantado una lista detallada de los costos calculados, cuando el costo sobrepase 40 dólares, por trabajo que se haga y por la oportunidad de modificar la solicitud en respuesta a esta lista detallada;
- Elegir si desea inspeccionar la información solicitada (generalmente sin costo alguno), recibir copias de la información o ambas opciones;
- Una reducción o **eliminación** del costo si el organismo gubernamental determina que el acceso a la información beneficia a todo el público en general;
- Recibir una copia de la comunicación del organismo gubernamental la cual le solicita a la Procuraduría General una decisión sobre si se puede negar la información bajo una de las excepciones aceptadas o una copia redactada si dicha comunicación revela la información solicitada;
- Presentar una queja escrita ante la Procuraduría General de Texas por sobrecargos al brindar acceso a información pública. Las quejas sobre otras posibles violaciones se pueden presentar ante el fiscal de condado o distrito en el condado donde el organismo gubernamental, aparte de una agencia estatal, está localizado. Si la queja es contra el fiscal de distrito o del condado, la queja se debe presentar ante la Procuraduría General.

Responsabilidades de los Organismos Gubernamentales

Todos los organismos gubernamentales que responden a solicitudes de información tienen la responsabilidad de:

- **Establecer procedimientos razonables** para inspeccionar o copiar información pública e informar a los solicitantes de este procedimiento;
- Tratar a **todos** los solicitantes igual y brindarles las comodidades y facilidades razonables, incluyendo instalaciones que cumplen con los requisitos de la ADA;
- Estar informado sobre las leyes de transparencia gubernamental y educar a los empleados sobre los requisitos de tales leyes;
- Informar al solicitante del costo calculado si es más de 40 dólares y de cualquier cambio en los cálculos que sobrepasen el 20 por ciento del cálculo original y **confirmar que el solicitante** acepta los cargos o ha cambiado la solicitud, por escrito, antes de finalizarla;
- Informarle al solicitante si no se puede proveer la información con prontitud y establecer **una fecha y hora para presentarla** dentro de un tiempo razonable;
- Solicitar una **decisión de la Procuraduría General** sobre cualquier información que el organismo gubernamental no desee revelar y enviar una copia de la solicitud o una copia redactada al solicitante;
- **Separar** la información pública de la información que se puede retener y proveer al público la información pública **rápidamente;**
- Hacer un intento de buena fe **para informar a terceros** cuando su información de propiedad exclusiva está siendo solicitada del organismo gubernamental;
- Responder por escrito a todas las comunicaciones escritas de la Procuraduría General sobre el costo de la información. Responder a la Procuraduría General sobre quejas de violaciones a la Ley.

Procedimientos para Obtener Información

√ Presentar la solicitud por correo, correo electrónico, en persona, o en otra manera apropiada que es aprobada por el organismo gubernamental.
√ Incluir suficiente descripción y detalle sobre la información que solicita para permitirle al organismo gubernamental identificar la información solicitada con exactitud y localizarla.
√ Cooperar con los esfuerzos razonables del organismo gubernamental para aclarar el tipo o cantidad de información solicitada.

A. Información que se entrega

- Usted podría revisarla de inmediato, y si no se puede proporcionar dentro del plazo de 10 días hábiles, el funcionario de información pública le notificará por escrito de una fecha y hora razonables cuando estará disponible.
- Mantenga todas las citas para inspeccionar archivos o recoger copias. El no presentarse a las citas podría resultar en perder la oportunidad de inspeccionar la información en el momento solicitado.

Costo del expediente

- **Usted deberá responder a cualquier estimado por escrito de los cargos que se le envíe dentro de un lapso de 10 días a partir de la fecha en que el organismo gubernamental lo envió o la solicitud será considerada como retirada.**
- Si los costos calculados sobrepasan los 100 dólares (o 50 dólares si el organismo gubernamental cuenta con menos de 16 empleados de tiempo completo), el organismo gubernamental quizás requiera un bono, pago por adelantado o depósito.
- Usted le puede pedir al organismo gubernamental que considere si el proveer la información beneficia al público, lo que podría resultar en que no se le cobren o se reduzcan los cargos.
- Hacer el pago a tiempo de todos los costos acordados por ambos. Un organismo gubernamental puede exigir el pago de los saldos morosos que exceden 100 dólares u obtener un depósito de seguridad, antes de procesar solicitudes adicionales.

B. Información que podría no ser revelada debido a una excepción

- Si un organismo gubernamental determina que la información solicitada no es sujeta a una determinación previa o a una ley que permite no revelar la información sin solicitar una decisión, o al cumplir los 10 días hábiles después de que el organismo gubernamental recibe su solicitud escrita, éste debe:
  1. solicitar una Decisión por Carta del Procurador General y declarar las excepciones que aplican;
  2. notificarle al solicitante que se ha presentado la solicitud ante el Procurador General; y
  3. notificarle a terceros si la información tiene que ver con su información de propiedad exclusiva.
- Si no se solicita una Decisión por Carta del Procurador General y no se notifica al solicitante dentro de 10 días hábiles resultará en la suposición de que la información está disponible al público, a menos que exista una razón contundente para no revelarla.
- Los solicitantes pueden enviarle una carta al Procurador General exhortándole a que se revele la información y pueden revisar argumentos hechos por el organismo gubernamental. Si los argumentos revelan la información solicitada, el solicitante puede obtener una copia redactada.
- El Procurador General debe emitir una decisión antes de que se cumplan 45 días hábiles desde el día en que la Procuraduría General recibió la solicitud del organismo gubernamental. El Procurador General puede solicitar una extensión adicional de 10 días hábiles.
- Los organismos gubernamentales no pueden pedirle al Procurador General que "reconsidere" una decisión..

Para solicitar información pública de este organismo, favor de contactar a:
Por Correo: City Secretary,
P.O. Box 427,
Bastrop, TX 78602

Por correo electrónico: citysec@cityofbastrop.org
En persona en: City Hall, 1311 Chestnut Street, Bastrop, TX 78602

Para presentar una queja sobre información pública no revelada, favor de contactar a su Fiscal de Condado o Distrito. Por favor comuníquese para más infomación.

- También puede contactar a la **Procuraduría General,** Línea Especial de Transparencia Gubernamental al (512) 478-6736 o gratuitamente al 1-877-673-6839.
- Para presentar quejas relacionadas a sobrecargos, favor de contactar a la **Línea Especial de Costos de la Procuraduría General** al 512-475-2497 o gratuitamente al 1-888-672-6787.

Si necesita servicios especiales que cumplan con la Ley para Personas Discapacitadas (ADA), favor de contactar a nuestro coordinador de ley ADA,

Ann Franklin *al* *512-332-8800*.

REV 8/19

STAFF REPORT

MEETING DATE: January 14, 2020 **AGENDA ITEM**: 9C

TITLE:
Consider action to approve Resolution No. R-2020-01 of the City Council of the City of Bastrop, Texas, calling for and establishing the procedures for a May 2, 2020 General Election for Bastrop, Texas; and providing an effective date.

STAFF REPRESENTATIVE:
Ann Franklin, City Secretary

POLICY EXPLANATION:

Texas Election Code

Chapter 3. Ordering Election

Sec. 3.001. Order Required
Each general and special election shall be ordered as provided by this chapter.
Sec. 3.004. Election of Political Subdivision.
(a)The following authority shall order an election:
(1) the county judge, for the general election for officers of the county government;
(2) the mayor, for the general election for city officers in a city with a population of 1.9 million or more; and
(3) the governing body of a political subdivision, other than a county or a city described by Subdivision (2), that has elective offices, for the general election for those officers.

FUNDING SOURCE:
Estimated Amount:
- Joint Election with BISD and Bastrop County WCID #2 – $6,705.48
- Without Joint Election – $10,305.22

This cost was approved in the 2019-2020 FY budget, in account 101 04-00-5681.

RECOMMENDATION:
Consider action to approve Resolution No. R-2020-01 of the City Council of the City of Bastrop, Texas, calling for and establishing the procedures for a May 2, 2020 General Election for Bastrop, Texas; and providing an effective date.

ATTACHMENTS:
- Resolution – English
- Resolution – Spanish

RESOLUTION NO. R-2020-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, CALLING FOR AND ESTABLISHING THE PROCEDURES FOR A MAY 2, 2020, GENERAL ELECTION FOR BASTROP TEXAS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the laws of the State of Texas and the City of Bastrop, provide that on **May 2, 2020**, there shall be elected the following officials for the City at a general election:

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

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

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

Section 1. That all candidates, for the general election to be held on the First Saturday in **May 2020 (May 2, 2020)** for the above mentioned City offices, shall file their application to become a candidate with the City Secretary of the City of Bastrop, at City Hall, 1311 Chestnut Street, Bastrop, Texas 78602 on or before **5:00 p.m. on February 14, 2020**, the seventy-eighth (78th) day before the election, and that all of the applications shall be on a form as prescribed by Section 141.031 of the Election Code of the State of Texas.

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

Section 3. This City has five (5) election precincts and the election shall be held at the following location:

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

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

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

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

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

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

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

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

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

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

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

Section 11. Kristin Miles is hereby appointed Clerk for Early Voting. Early voting begins on April 20, 2020, the twelfth (12th) day before the election and ends on April 28, 2020, the fourth (4th) day preceding the date of the election.

EARLY VOTING DATES, TIMES, AND LOCATIONS

Main Location:
Bastrop ISD Service Center, 906 Farm Street, Bastrop, Texas 78602

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
April 20 **8:00 a.m.-** **5:00 p.m.**	**April 21** **8:00 a.m.-** **5:00 p.m.**	**April 22** **8:00 a.m.-** **5:00 p.m.**	**April 23** **8:00 a.m.-** **5:00 p.m.**	**April 24** **8:00 a.m.-** **5:00 p.m.**
April 27 **7:00 a.m. –** **7:00 p.m.**	**April 28** **7:00 a.m. –** **7:00 p.m.**			

Branch Locations:
Bastrop High School, 1614 Chambers St., Bastrop Texas
Lost Pines Elementary, 151 Tiger Woods, Bastrop, Texas
Cedar Creek High, 793 Union Chapel, Cedar Creek, Texas
Cedar Creek Middle, 125 Voss Parkway, Cedar Creek, Texas
Red Rock Elementary, 2401 FM 20, Red Rock, Texas.

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
April 20 8:00 a.m.- 5:00 p.m.	**April 21 8:00 a.m.- 5:00 p.m.**	**April 22 8:00 a.m.- 5:00 p.m.**	**April 23 8:00 a.m.- 5:00 p.m.**	**April 24 8:00 a.m.- 5:00 p.m.**
April 27 7:00 a.m. – 7:00 p.m.	**April 28 7:00 a.m. – 7:00 p.m.**			

Section 12. Ballot applications and ballots voted by mail should be addressed to the Early Voting Clerk, Kristin Miles, Bastrop County Elections Administrator, 804 Pecan Street, Bastrop, Texas 78602. Applications for ballots by mail must be received no later than the close of business on April 20, 2020, the eleventh (11th) day before the elections.

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

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

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

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 24th day of January, 2020.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

RESOLUCIÓN NÚM. R-2020-01

UNA RESOLUCIÓN DEL CONSEJO DE LA CIUDAD DE BASTROP, TEXAS PARA CONVOCAR E INSTITUIR PROCEDIMIENTOS DE LA ELECCIÓN GENERAL DE BASTROP, TEXAS QUE SE LLEVARÁ A CABO EL 2 DE MAYO, 2020; Y PARA PROVEER LA FECHA DE VIGOR.

POR CUANTO, Las leyes del Estado de Texas y de la Ciudad de Bastrop, disponen que el **2 de mayo, 2020** serán electos los siguientes oficiales de la Ciudad en una elección general:

Alcalde –Alcalde para plazo de 3 años

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

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

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

Sección 1. Que todos los candidatos, en la elección general que se efectuará el primer sábado **de mayo del 2020 (2 de mayo, 2020)** para los antedichos puestos de la Ciudad, archivarán sus solicitudes para ser candidatos con la Secretaria de la Ciudad de la Ciudad de Bastrop, en el Edificio Municipal (*City Hall*), 1311 Chestnut Street, Bastrop, Texas 78602 en o antes de las **5:00 P.M. el 14 de febrero, 2020**, que es en setenta y ocho (78) días anteriores a las elecciones, y que todas las solicitudes serán en un formulario prescrito por la Sección 141.031 del Código Electoral del Estado de Texas.

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

Sección 3. La Ciudad cuenta con cinco (5) precintos electorales y la elección será llevada a cabo en los siguientes sitios:

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

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

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

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

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

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

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

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

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

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

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

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

Sección 11. Kristen Miles por lo presente es nombrada Secretaria de la Votación Adelantada. La votación adelantada se inicia el 20 de abril, 2020, el doceavo (12vo) día antes de la elección y se concluye el 28 de abril, 2020, el cuarto (4to) día antes de la fecha de la elección.

FECHAS DE LA VOTACIÓN ADELANTADA, HORAS, Y UBICACIONES

Sitio Principal:

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

LUNES	MARTES	MIÉRCOLES	JUEVES	VIERNES
20 de abril 8:00 a.m.- 5:00 p.m.	**21 de abril 8:00 a.m.- 5:00 p.m.**	**22 de abril 8:00 a.m.- 5:00 p.m.**	**23 de abril 8:00 a.m.- 5:00 p.m.**	**24 de abril 8:00 a.m.- 5:00 p.m.**
27 de abril 7:00 a.m. – 7:00 p.m.	**28 de abril 7:00 a.m. – 7:00 p.m.**			

Sitios Sucursales de Votación;

Escuela Secundaria/Preparatoria-Bastrop High School, 1614 Chambers St., Bastrop Texas

Escuela Primaria-Lost Pines Elementary, 151 Tiger Woods, Bastrop, Texas

Escuela Secundaria/Preparatoria-Cedar Creek High, 793 Union Chapel, Cedar Creek, Texas

Escuela Intermedia-Cedar Creek Middle, 125 Voss Parkway, Cedar Creek, Texas

Escuela Primaria-Red Rock Elementary, 2401 FM 20, Red Rock, Texas.

LUNES	MARTES	MIÉRCOLES	JUEVES	VIERNES
20 de abril 8:00 a.m.- 5:00 p.m.	**21 de abril 8:00 a.m.- 5:00 p.m.**	**22 de abril 8:00 a.m.- 5:00 p.m.**	**23 de abril 8:00 a.m.- 5:00 p.m.**	**24 de abril 8:00 a.m.- 5:00 p.m.**
27 de abril 7:00 a.m. – 7:00 p.m.	**28 de abril 7:00 a.m. – 7:00 p.m.**			

Sección 12. Las solicitudes de boletas y las boletas que serán votadas por correo deberán enviarse al/la Secretario/a de la Votación Adelantada, Kristen Miles, Administradora de Elecciones del Condado de Bastrop (*Bastrop County Elections Administrator*), 804 Pecan Street, Bastrop, Texas 78602. Solicitudes de boletas por correo deberán recibirse a no más tardar del final del día hábil el 20 de abril, 2020, que es el 11vo día antes de las elecciones.

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

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

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

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

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

SE HA DEBIDAMENTE RESUELTO Y ADOPTADO por el Consejo Municipal de la Ciudad de Bastrop, este día, 24 de enero, 2020.

APROBADO:

_____

Connie B. Schroeder, Alcalde

CERTIFICADO:

_____

Ann Franklin, Secretaria de la Ciudad

APROBADO EN SU REDACCIÓN:

_____

Alan Bojorquez, Fiscal de la Ciudad

STAFF REPORT

MEETING DATE: January 14, 2020 **AGENDA ITEM**: 9D

TITLE:
Consider action to approve Resolution No. R-2020-02 of the City Council of the City of Bastrop, Texas, approving a Joint Agreement between the City of Bastrop, Bastrop Independent School District and Bastrop County Water Control and Improvement District No. 2 for the May 2, 2020 General Election for Bastrop, Texas, attached as Exhibit A; authorizing the City Manager to execute all necessary documents; and providing an effective date.

STAFF REPRESENTATIVE:
Ann Franklin, City Secretary

POLICY EXPLANATION:

Texas Election Code

Chapter 271. Joint Elections

Sec. 271.002. JOINT ELECTIONS AUTHORIZED.

(a) If the elections ordered by the authorities of two or more political subdivisions are to be held on the same day in all or part of the same county, the governing bodies of the political subdivisions may enter into an agreement to hold the elections jointly in the election precincts that can be served by common polling places, subject to Section 271.003.

(b) If an election ordered by the governor and the elections ordered by the authorities of one or more political subdivisions are to be held on the same day in all or part of the same county, the commissioners court of a county in which the election ordered by the governor is to be held and the governing bodies of the other political subdivisions may enter into an agreement to hold the elections jointly in the election precincts that can be served by common polling places, subject to Section 271.003.

(c) If another law requires two or more political subdivisions to hold a joint election, the governing body of any other political subdivision holding an election on the same day in all or part of the same county in which the joint election is to be held may enter into an agreement to participate in the joint election with the governing bodies of the political subdivisions holding the joint election.

(d) The terms of a joint election agreement must be stated in an order, resolution, or other official action adopted by the governing body of each participating political subdivision.

(e) The document containing the joint election agreement shall be preserved for the period for preserving the precinct election records.

FUNDING SOURCE:
Estimated Amount:

- Joint Election with BISD and Bastrop County WCID #2– $6,705.48
- Without Joint Election – $10,305.22

This cost was approved in the 2019-2020 FY budget in account 101 04-00-5681.

RECOMMENDATION:
Consider action to approve Resolution No. R-2020-02 of the City Council of the City of Bastrop, Texas, approving a Joint Agreement between the City of Bastrop, Bastrop Independent School District and Bastrop County Water Control and Improvement District No. 2 for the May 2, 2020 General Election for Bastrop, Texas, attached as Exhibit A; authorizing the City Manager to execute all necessary documents; and providing an effective date.

ATTACHMENTS:

- Resolution – English
- Resolution – Spanish
- Exhibit A



RESOLUTION NO. R-2020-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING A JOINT AGREEMENT BETWEEN THE CITY OF BASTROP, BASTROP INDEPENDENT SCHOOL DISTRICT AND BASTROP COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER 2 FOR THE MAY 2, 2020 GENERAL ELECTION FOR BASTROP TEXAS, ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop ("the City") has called a general election for Saturday, May 2, 2020; and

WHEREAS, the Bastrop Independent School District ("the BISD") has also called an election for Saturday, May 2, 2020; and

WHEREAS, the Bastrop County Water Control and Improvement District No. 2 ("the WCID #2") has also called an election for Saturday, May 2, 2020; and

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

WHEREAS, the WCID #2 has expressed its desire for a joint election with the City; and

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

WHEREAS, the Bastrop County Elections Administrator will provide all election services for the City, the BISD and WCID #2, as agreed upon by the Bastrop County Elections Administrator and each entity through a separate contract; and

WHEREAS, it is necessary to authorize an agreement in accordance with Section 271.002 of the Texas Election Code, whereby the City, the BISD and WCID #2 agree to hold a joint election on May 2, 2020.

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

Section 1. The City Council of the City of Bastrop hereby authorizes that the May 2, 2020 General Election be held jointly with the Bastrop Independent School District and the Bastrop County Water Control and Improvement District No. 2.

Section 2. The City Manager is hereby authorized to execute an agreement with the Bastrop Independent School District and the Bastrop County Water Control and Improvement District No. 2 for a joint election on Saturday May 2, 2020. The agreement is attached hereto as Exhibit A.

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

.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 14th day of January, 2020.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

RESOLUCIÓN NO. R-2020-02

RESOLUCIÓN DEL CONSEJO DE LA CIUDAD DE BASTROP, TEXAS, PARA APROBAR UN CONTRATO CONJUNTO ENTRE LA CIUDAD DE BASTROP, EL DISTRITO ESCOLAR BASTROP INDEPENDENT SCHOOL DISTRICT y EL DISTRITO DE AGUA BASTROP COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER 2 PARA LLEVAR A CABO LA ELECCIÓN GENERAL DEL 2 DE MAYO, 2020, DE BASTROP TEXAS, ADJUNTADO CON EL TÍTULO DE ADJUNTO A; AUTORIZACIÓN PARA QUE EL/LA GERENTE DE LA CIUDAD EJECUTE TODO DOCUMENTO NECESARIO; Y PROPORCIONANDO LA FECHA DE VIGOR.

POR CUANTO, la Ciudad de Bastrop ("la Ciudad") ha convocado una elección general que se lleve a cabo el sábado, 2 de mayo, 2020; y

POR CUANTO, el distrito escolar Bastrop Independent School District *("BISD")* también ha convocado una elección para el sábado, 2 de mayo, 2020; y

POR CUANTO, el distrito de agua Bastrop County Water Control and Improvement District No. 2 ("WCID #2*")* también ha convocado una elección para el sábado, 2 de mayo, 2020; y

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

POR CUANTO, el distrito de agua WCID #2 ha expresado que desea llevar a cabo una elección conjunta con la Ciudad; y

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

POR CUANTO, el/la Administrador/a Electoral del Condado de Bastrop proveerá todos los servicios electorales para la Ciudad, para BISD, y para WCID #2, estipulado en un convenio entre el/la Administrador/a Electoral del Condado de Bastrop y cada entidad por medio de un contrato separado; y

POR CUANTO, es necesario autorizar el convenio de acuerdo con la Sección 271.002 del Código Electoral de Texas, en cual la Ciudad, BISD y WCID #2 quedan de acuerdo que han de llevar a cabo la elección conjunta el 2 de mayo, 2020.

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

Sección 1. El Consejo de la Ciudad de Bastrop por lo presente autoriza que la Elección General del 2 de mayo, 2020 sea llevada a cabo junto con el distrito escolar Bastrop

Independent School District y el distrito de agua Bastrop County Water Control and Improvement District No. 2.

Sección 2. El/la Gerente de la Ciudad por lo presente es autorizado para que ejecute un convenio con el distrito escolar Bastrop Independent School District y con el distrito de agua Bastrop County Water Control and Improvement District No. 2 para llevar a cabo la elección conjunta el sábado, 2 de mayo, 2020. El convenio es adjuntado a lo presente con el título de Adjunto A.

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

DEBIDAMENTE RESUELTO Y ADOPTADO por el Consejo de la Ciudad de Bastrop este día 14 de enero, 2020.

APROBADO:

_____
Connie B. Schroeder, Alcalde

CERTIFICO:

_____
Ann Franklin, Secretaria de la Ciudad

APROBADA SU REDACCIÓN:

_____
Alan Bojorquez, Fiscal de la Ciudad

AGREEMENT TO CONDUCT JOINT ELECTION BETWEEN THE CITY OF BASTROP, BASTROP INDEPENDENT SCHOOL DISTRICT AND BASTROP COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2 FOR THE MAY 2, 2020 ELECTION

THE STATE OF TEXAS §
§
COUNTY OF BASTROP §

This Agreement to Conduct Joint Election (this "**Contract**") is entered into by and among City of Bastrop, a political subdivision of the State of Texas (the "**CITY**"), Bastrop Independent School District, a political subdivision of the State of Texas, (the "**ISD**") and Bastrop County Water Control and Improvement District No. 2, a political subdivision of the State of Texas, (the "**WCID**"), each individually, a "**Party**" or, collectively, the "**Parties**," pursuant to Chapter 271 of the Texas Election Code.

RECITALS

WHEREAS, the CITY, ISD and WCID each expect to call an election to be held on May 2, 2020; and

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

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

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I
PURPOSE

1.01 The Parties have entered into this Contract to conduct a joint election on May 2, 2020. The purpose of this agreement is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters of the Parties.

ARTICLE II
JOINT ELECTION

2.01 The Parties agree to conduct their respective May 2, 2020 elections jointly pursuant to Chapter 271 of the Texas Election Code. Specifically, the Parties agree to the use of common polling places for both early voting and election day. The Parties also agree that the election officers may be appointed to serve both elections and that a common ballot may be used where appropriate and that common equipment and ballot boxes may be used for both elections for all relevant purposes as provided in Chapter 271.

ARTICLE III
TERM

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

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

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

ARTICLE V
GENERAL PROVISIONS

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

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

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

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

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

ISD:

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

CITY:

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

WCID:

Alma Rodriguez
Office Manager
Bastrop County WCID#2
PO Box 708
Bastrop, TX 78602

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

Executed to be effective the ____ day of _____, 2020.

DISTRICT:

BY:_____
Barry Edwards, Superintendent
Bastrop Independent School District

Executed to be effective the ____ day of _____, 2020.

CITY:

BY:_____
Lynda Humble, City Manager
City of Bastrop

Executed to be effective the ____ day of _____, 2020.

WCID:

BY:_____

_____

STAFF REPORT

MEETING DATE: January 14, 2020 **AGENDA ITEM**: 9E

TITLE:
Consider action to approve Resolution No. R-2020-03 of the City Council of the City of Bastrop, Texas, approving a contract for election services between the Elections Administrator of Bastrop County and the City of Bastrop for the May 2, 2020 General Election for Bastrop, Texas, attached as Exhibit A; authorizing the City Manager to execute all necessary documents; and providing an effective date.

STAFF REPRESENTATIVE:
Ann Franklin, City Secretary

POLICY EXPLANATION:

Texas Election Code

Chapter 31. Officers to Administer Elections

Sec. 31.092. Contract for Election Services Authorized.
(a) The county election officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services, as provided by this subchapter, in any one or more elections ordered by an authority of the political subdivision.

FUNDING SOURCE:
Estimated Amount:
- Joint Election with BISD and Bastrop County WCID #2– $6,705.48
- Without Joint Election – $10,305.22

This cost was approved in the 2019-2020 FY budget in account 101 04-00-5681.

RECOMMENDATION:
Consider action to approve Resolution No. R-2020-03 of the City Council of the City of Bastrop, Texas, approving a contract for election services between the Elections Administrator of Bastrop County and the City of Bastrop for the May 2, 2020 General Election for Bastrop, Texas, attached as Exhibit A; authorizing the City Manager to execute all necessary documents; and providing an effective date.

ATTACHMENTS:
- Resolution – English
- Resolution – Spanish
- Exhibit A

RESOLUTION NO. R-2020-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING A CONTRACT FOR ELECTION SERVICES BETWEEN THE ELECTIONS ADMINISTRATOR OF BASTROP COUNTY AND THE CITY OF BASTROP FOR THE MAY 2, 2020, GENERAL ELECTION FOR, BASTROP TEXAS, ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop ("the City") has called a general election for Saturday, May 2, 2020; and

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

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

Section 1. The City Council of the City of Bastrop hereby authorizes that the City of Bastrop to enter into a contract with the Elections Administrator of Bastrop County for the May 2, 2020, General Election.

Section 2. The City Manager, is hereby authorized to execute a contract with the Elections Administrator of Bastrop County for the May 2, 2020, General Election. The contract is attached hereto as Exhibit A.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 14th day of January, 2020.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

RESOLUCIÓN NO. R-2020-03

RESOLUCIÓN DEL CONSEJO DE LA CIUDAD DE BASTROP, TEXAS, PARA APROBAR UN CONTRATO DE SERVICIOS ELECTORALES ENTRE EL/LA ADMINISTRADOR/A ELECTORAL DEL CONDADO DE BASTROP Y LA CIUDAD DE BASTROP PARA LA ELECCIÓN GENERAL DEL 2 DE MAYO, 2020, DE BASTROP TEXAS, ADJUNTADO EN EL ADJUNTO A; AUTORIZACIÓN PARA QUE EL/LA GERENTE DE LA CIUDAD EJECUTE TODO DOCUMENTO NECESARIO; Y PROPORCIONANDO LA FECHA DE VIGOR.

POR CUANTO, la Ciudad de Bastrop ("la Ciudad") ha convocado una elección general que se lleve a cabo el sábado, 2 de mayo, 2020; y

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

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

Sección 1. El Consejo de la Ciudad de Bastrop por lo presente autoriza que la Ciudad de Bastrop tramite un contrato con el/la Administrador/a Electoral del Condado de Bastrop para la Elección General del 2 de mayo, 2020.

Sección 2. El/la Gerente de la Ciudad por lo presente está autorizado para tramitar un contrato con el/la Administrador/a Electoral del Condado de Bastrop para la Elección General del 2 de mayo, 2020. El contrato es adjuntado a lo presente en el Adjunto A.

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

DEBIDAMENTE RESUELTO Y ADOPTADO por el Consejo de la Ciudad de Bastrop este día 14 de enero, 2020.

APROBADO:

_____
Connie B. Schroeder, Alcalde

CERTIFICO:

_____
Ann Franklin, Secretaria de la Ciudad

APROBADA SU REDACCIÓN:

_____
Alan Bojorquez, Fiscal de la Ciudad

CONTRACT FOR ELECTION SERVICES

BETWEEN

THE ELECTIONS ADMINISTRATOR OF BASTROP COUNTY

AND

THE CITY OF BASTROP

FOR THE MAY 2, 2020 ELECTION

THIS CONTRACT is made and entered into by and between Kristin Miles, the Elections Administrator of Bastrop County, Texas, hereinafter referred to as "Contracting Officer," and the City of Bastrop, hereinafter referred to as the "CITY," pursuant to the authority under Section 31.092(a) of the Texas Election Code and Chapter 791 of the Texas Government Code. In consideration of the mutual covenants and promises hereinafter set forth, the parties agree to this interlocal agreement with regard to the coordination, supervision, and running of the CITY's May 2, 2020 Election, hereinafter referred to as "the election". The purpose of this agreement is to maintain consistency and accessibility in voting practices, polling places and election procedures to assist the voters of the CITY.

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

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

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

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

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

4. Notification to the election judges and alternates shall be made no later than April 17, 2020.

B. ***Contracting with Third Parties.*** In accordance with Section 31.098 of the Texas Election Code, the Contracting Officer is authorized to contract with third persons for election services and supplies.

The cost of such third-person services and supplies will be paid by the Contracting Officer and reimbursed by the CITY as agreed upon on Exhibit "C" or Exhibit "C-1", whichever is applicable.

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

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

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

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

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

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

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

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

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

4. All Early Voting ballots (those cast by mail and those cast by personal appearance) shall be secured and maintained by the Contracting Officer and delivered by her or her deputy for counting in accordance with Chapter 87 of the Texas Election Code to the Early Voting Ballot Board at the Bastrop County Courthouse on Election Day, May 2, 2020.

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

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

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

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

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

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

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

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

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

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

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

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

E. ***Paper Ballots.*** In advance of the March 18, 2020 date on which the Texas Secretary of State's Office encourages the mailing out of ballots for early voting by mail, the Contracting Officer shall arrange with a third party to prepare the necessary optical paper ballots for the election. The ballots shall be in English with the Spanish translation included.

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

III. SPECIAL PROVISIONS RELATING TO ELECTION WORKERS

A. ***Compensation.*** The parties agree that presiding judges and alternate judges will be compensated at a rate of $12.00/hr., and election clerks will be compensated at a rate of $10.00/hr. They will be compensated for all hours actually worked, including the time to set up the polling location and the time to complete the counting and to wrap up the paper work, but not to exceed one hour before and two hours after the polling location is open for voting. The presiding judge, or the election worker at the polling location that he or she designates, who picks up the election supplies on May 2, 2020 from the Contracting Officer and who returns the remaining supplies, ballot boxes, and all other election records from the polling location to the Contracting Officer will be compensated with a delivery fee of $25 at the same time that payment is made for the hours worked. The Contracting Officer will pay the election workers directly and be reimbursed for such by the CITY.

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

IV. JOINT EXPENSES AND PAYMENT

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

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

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

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

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

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

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

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

V. GENERAL PROVISIONS

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

1. the authority with whom applications of candidates for a place on the ballot are filed;

2. the authority with whom documents relating to political funds and campaigns under Title 15 of the Texas Election Code are filed; or

B. ***Joint Election.*** The parties acknowledge that the Contracting Officer may contract with other entities holding elections at the same time as the CITY on May 2, 2020. If another election occurs in territory of the CITY, Bastrop County will notify the CITY of the existence of the situation and provide a joint election agreement.

C. ***Cancellation of Election.*** If the CITY cancels its election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall only be entitled to receive the actual expenses incurred before the date of cancellation in connection with the election and an administrative fee of $75. The Contracting Officer shall submit an invoice for such expenses (properly supported as described in **IV. PAYMENT** above) as soon as reasonably possible after the cancellation and the CITY shall make payment therefore in a manner similar to that set forth in **IV. PAYMENT** above. The Contracting Officer agrees to use reasonable diligence not to incur major costs in connection with election preparations until it is known that the election will be held, unless the CITY authorizes such major costs in writing. An entity canceling an election will not be liable for any further costs incurred by the Contracting Officer in conducting the May 2, 2020 Joint Election.

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

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

For the CITY:

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

For the Contracting Officer:

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

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

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

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

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

J. ***Mediation.*** Any controversy, claim or dispute arising out of or relating to this contract, shall be settled through mediation by the parties. The parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.023 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive the confidentiality. Notwithstanding the foregoing, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term “confidential” as used in this Agreement has the same meaning as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 2020.

_____
Lynda Humble
City Manager
City of Bastrop
Bastrop, Texas

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 2020.

Paul Pape

_____

County Judge
Bastrop County, Texas

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 2020.

Kristin Miles

_____

Elections Administrator
Bastrop County, Texas

EXHIBIT "A"

EARLY VOTING DATES, TIMES, AND LOCATIONS

Time Period:

Monday, April 20, 2020 through Tuesday, April 28, 2020.

Main Location:
Bastrop ISD Service Center, 906 Farm Street, Bastrop, TX 78602

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
20 8:00 am – 5:00 pm	**21** 8:00 am – 5:00 pm	**22** 8:00 am – 5:00 pm	**23** 8:00 am – 5:00 pm	**24** 8:00 am – 5:00 pm
27 7:00 am – 7:00 pm	**28** 7:00 am – 7:00 pm	**29**	**30**	**1**

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

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
20 8:00 am – 5:00 pm	**21** 8:00 am – 5:00 pm	**22** 8:00 am – 5:00 pm	**23** 8:00 am – 5:00 pm	**24** 8:00 am – 5:00 pm
27 7:00 am – 7:00 pm	**28** 7:00 am – 7:00 pm	**29**	**30**	**1**

Voting by Mail:
Kristin Miles, Bastrop County Elections Administrator, 804 Pecan Street, Bastrop, TX 78602

EXHIBIT "B"

CITY OF BASTROP ELECTION DAY POLLING LOCATION

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

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

EXHIBIT "C"

ESTIMATED COST OF MAY 2, 2020 ELECTION

JOINT ELECTION *WITH* BASTROP ISD AND BASTROP COUNTY WCID #2

CITY OF BASTROP

If the City of Bastrop pays their pro rata share of all early voting locations.

Optical Ballots and Programming Expenses	**$ 1,384.80**
Rental Fee for ExpressVote and Vote Tabulator (voting equipment)	**$ 9,316.86**
Staff Time and Mileage, Early Voting Clerks, Election Judges & Clerks, and Ballot Board	
Election Kits & other precinct supplies	**$ 200.00**
SUBTOTAL	**$ 10,901.66**
10% ADMINISTRATIVE FEE	**$ 1,090.17**
TOTAL	**$ 11,991.83**

CITY OF BASTROP

If Bastrop ISD covers the cost of all early voting locations outside of the City of Bastrop.

Optical Ballots and Programming Expenses	**$ 1,384.80**
Rental Fee for ExpressVote and Vote Tabulator (voting equipment)	**$ 6,099.14**
Staff Time and Mileage, Early Voting Clerks, Election Judges & Clerks, and Ballot Board	
Election Kits & other precinct supplies	**$ 200.00**
SUBTOTAL	**$ 7,683.94**
10% ADMINISTRATIVE FEE	**$ 768.39**
TOTAL	**$ 8,452.33**

EXHIBIT "C-1"

ESTIMATED COST OF MAY 2, 2020 ELECTION

***WITHOUT* JOINT ELECTION**

CITY OF BASTROP

Optical Ballots and Programming Expenses	**$ 2,529.55**
Rental Fee for ExpressVote and Vote Tabulator (voting equipment)	**$ 6,638.83**
Staff Time and Mileage, Early Voting Clerks, Election Judges & Clerks, and Ballot Board	
Election Kits & other precinct supplies	**$ 200.00**
SUBTOTAL	**$ 9,368.38**
10% ADMINISTRATIVE FEE	**$ 936.84**
TOTAL	**$ 10,305.22**

STAFF REPORT

MEETING DATE: January 14, 2019 **AGENDA ITEM**: 9F

TITLE:
Hold public hearing and consider action to approve Resolution No. R-2020-06 of the City Council of the City of Bastrop, Texas granting a variance to Bastrop Code of Ordinances Article 4.02.005 Sale of Alcoholic Beverages, Separation Requirements from Church, Public or Private School, or Public Hospital, on property located at 1004 Main Street, within the city limits of Bastrop, Texas, as shown in Exhibit A; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVES:
Allison Land, Planner

BACKGROUND/HISTORY:

The site is zoned P-5 Core, which permits commercial uses, including restaurant. It is located on Main Street just north of Chestnut Street. The location meets the separation requirements from the nearest church and public school, but the private school measurement is less than the required three hundred (300)-foot separation. The property line of the café abuts Calvary Episcopal School's property line. Texas Alcoholic Beverage Code gives City Council the authority to approve a variance to the distance requirement.

Local elections allow for mixed beverages to be served when a Texas Alcoholic Beverage Commission (TABC) Food & Beverage Certificate is present. The café is applying for the appropriate permits to comply.

Alcohol sales currently exist in the downtown area. Iron Bridge Ice House, Neighbor's Kitchen and Yard, Paw Paw's, Bastrop Beer Company, Old Town, Copper Shot, and others have permits for the sale of alcohol. Council approved variances for Iron Bridge Ice House, Neighbor's Kitchen and Yard, Pit Stop, and Cripple Creek Wine and Gifts within the last year.

PUBLIC COMMENTS:
Notifications were mailed to 35 surrounding property owners on December 31, 2019. At the time of this report, no responses have been received.

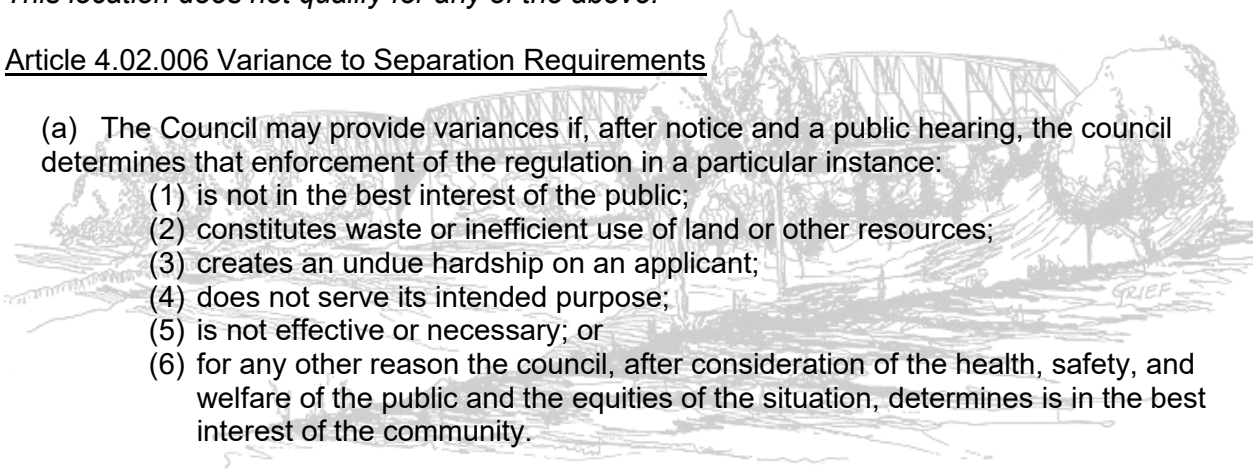
POLICY EXPLANATION:
Article 4.02.005 Separation Requirements from Church, Public or Private School, or Public Hospital

(a) No person shall sell or engage in the business of selling any alcoholic beverage where the place of business of such person is located within three hundred (300) feet of any church, public or private school, or public hospital

The premise requesting the variance is Anita's Cafe, located at 1004 Main Street*, which is within three hundred (300) feet of private school property (Calvary Episcopal School). The distance to a private school is measured in a direct line from property line to property line as defined in state law.*

(b) This section does not apply to:
(1) a holder of a license or permit who also holds a food and beverage certificate covering premises that are located within three hundred (300) feet of a private school, as the term "private school" is defined by the Texas Alcoholic Beverage Code;
(2) any place of business that is legally selling alcoholic beverages at the same location for a continuous period of one year preceding the establishment, construction or purchase of property for the establishment or construction of a church, public or private school, or public hospital; or
(3) businesses that were in operation at the time this section was originally enacted, until such a time as such businesses have a change in ownership.

This location does not qualify for any of the above.



Article 4.02.006 Variance to Separation Requirements

(a) The Council may provide variances if, after notice and a public hearing, the council determines that enforcement of the regulation in a particular instance:
(1) is not in the best interest of the public;
(2) constitutes waste or inefficient use of land or other resources;
(3) creates an undue hardship on an applicant;
(4) does not serve its intended purpose;
(5) is not effective or necessary; or
(6) for any other reason the council, after consideration of the health, safety, and welfare of the public and the equities of the situation, determines is in the best interest of the community.

The café is a commercial business on Main Street, two doors north of Chestnut Street. Anita's Café would like to serve mixed beverages along with their Tex-Mex food.

FUNDING SOURCE:
N/A

RECOMMENDATION:
Hold public hearing and consider action to approve Resolution No. R-2020-06 of the City Council of the City of Bastrop, Texas granting a variance to Bastrop Code of Ordinances Article 4.02.005 Sale of Alcoholic Beverages, Separation Requirements from Church, Public or Private School, or Public Hospital, on property located at 1004 Main Street, within the city limits of Bastrop, Texas, as shown in Exhibit A; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:
- Resolution
- Exhibit A
- Attachment 1: Property Owner Notice including Location Map and Request Letter
- Presentation

RESOLUTION NO. R-2020-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS GRANTING A VARIANCE TO BASTROP CODE OF ORDINANCES ARTICLE 4.02.005, SALE OF ALCOHOLIC BEVERAGES, SEPARATION REQUIREMENTS FROM CHURCH, PUBLIC OR PRIVATE SCHOOL, OR PUBLIC HOSPITAL, ON PROPERTY LOCATED AT 1004 MAIN STREET, WITHIN THE CITY LIMITS OF BASTROP, TEXAS, AS SHOWN IN EXHIBIT A; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Roberta Borrego and Santos Alvarado, representing Anita's Café, is the Applicant representing 1004 Main Street, acknowledges that the property is located within 300 feet of a church, public or private school, or public hospital, as defined by and as the measurement of applicable distances are set forth by the State of Texas in the Alcoholic Beverage Code; and

WHEREAS, Calvary Episcopal School's property line is within 300 feet of the property on which Anita's Café is located; and

WHEREAS, alcohol sales of the requested permit type were not previously conducted in this location; and

WHEREAS, the Applicant has applied for a variance pursuant to the Bastrop Code of Ordinances, Article 4.02.007; and

WHEREAS, authority is granted to City Council to allow variances in the Texas Alcoholic Beverage Code, Chapter 107.33; and

WHEREAS, public notice was sent in accordance with the Bastrop Code of Ordinances 4.02.007; and

WHEREAS, after consideration of public input received at the hearing and all other information presented, City Council finds by a majority vote of all members that it is in the public interest to grant a variance to the separation requirements of the premises to a private school.

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

Section 1: That a variance to the distance separation requirements established in the Bastrop Code of Ordinances Article 4.02.005 is hereby granted for the property located at 1004 Main Street, within the Bastrop city limits, as shown in Exhibit A.

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 from and after its passage, and it is duly resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop, Texas this 14th day of January 2020.

APPROVED:

_____
Connie B. Schroeder, Mayor

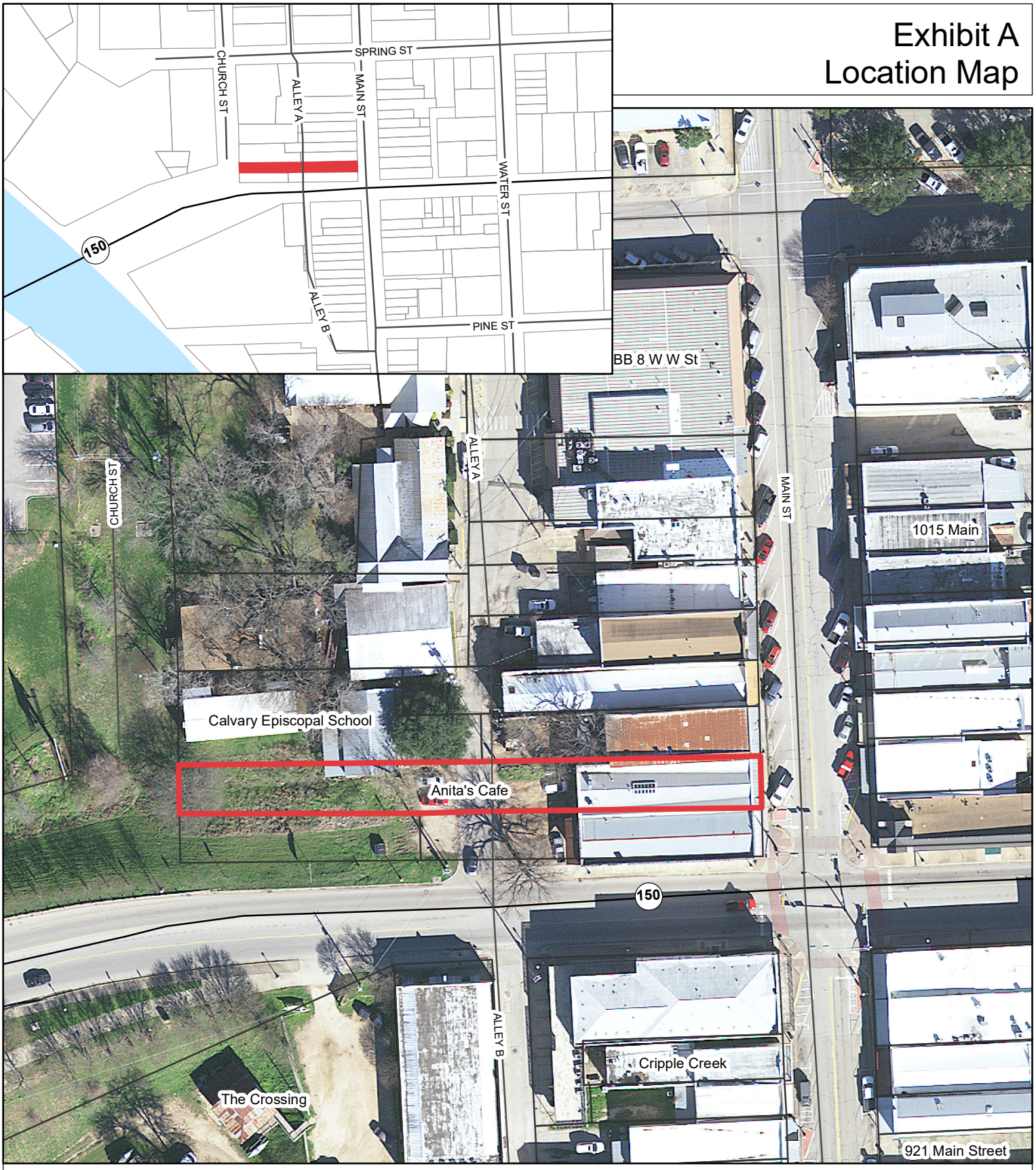
ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

Exhibit A
Location Map



BASTROPTX
Heart of the Lost Pines
Est. 1832

1004 Main Street
Anita's Cafe
Variance to Separation Requirements

0 25 50 100
Feet

1 inch = 75 feet

N

Date: 12/31/2019

The accuracy and precision of this cartographic data is limited and should be used for information /planning purposes only. This data does not replace surveys conducted by registered Texas land surveyors nor does it constitute an "official" verification of zoning, land use classification, or other classification set forth in local, state, or federal regulatory processes. The City of Bastrop, nor any of its employees, do not make any warranty of merchantability and fitness for particular purpose, or assumes any legal liablity or responsibility for the accuracy, completeness or usefullness of any such information, nor does it represent that its use would not infringe upon privately owned rights.

Notice of Public Hearing
City of Bastrop
City Council

Dear Property Owner:

The **City Council** will conduct a public hearing **Tuesday, January 14, 2020 at 6:30 p.m.** in the **City Hall Council Chambers located at 1311 Chestnut Street**, **Bastrop, Texas** to consider action to grant a variance to Bastrop Code of Ordinances Article 4.02.005 Sale of Alcoholic Beverages, Separation requirements from church, public or private school, or public hospital, on property located at 1004 Main Street, within the city limits of Bastrop, Texas, providing for a repealing clause; and establishing an effective date.

Owner/Applicant:	Anita's Cafe
Address:	1004 Main Street
Legal Description:	0.182 Acres out of Building Block 8 West of Water Street
Vary Distance From:	Private School (Calvary Episcopal School)

The site location map and applicant's request are attached for reference.

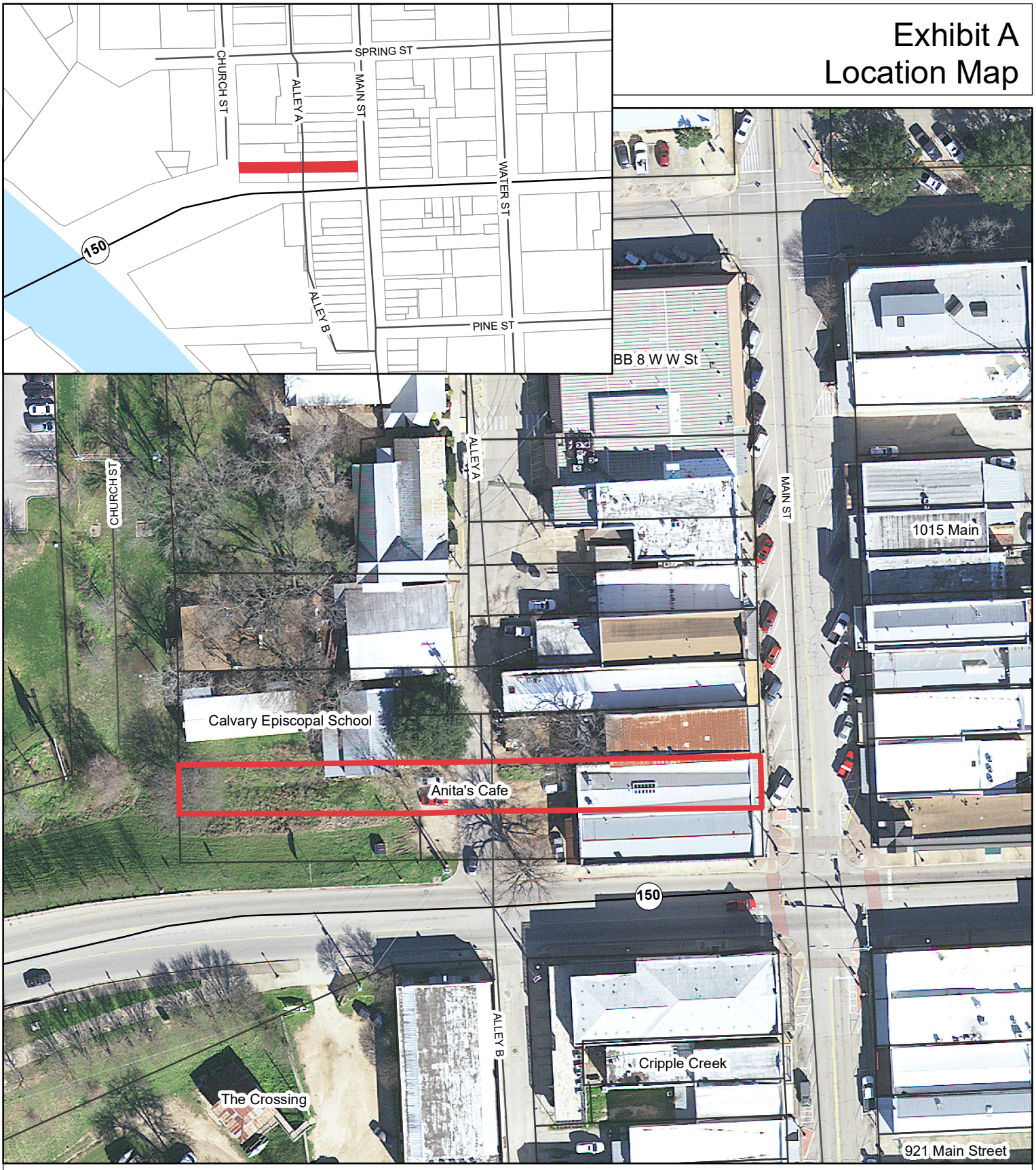
As a property owner within three hundred (300) feet of the above referenced property, you are being notified of the upcoming meetings per the Bastrop Code of Ordinances Business Regulations.

Property owners wishing to request a variance to the distance limitations must follow the rules within the City Business Regulations, which can be read online at:

https://library.municode.com/tx/bastrop/codes/code_of_ordinances?nodeId=CH4BURE_ART4.02SAALBE

For more information or to provide comments on this project, you can contact the Planning & Development Department at (512) 332-8840, plan@cityofbastrop.org, or visit the office at 1311 Chestnut Street, Bastrop, Texas.

Exhibit A
Location Map



BASTROPTX
Heart of the Lost Pines
Est. 1832

1004 Main Street
Anita's Cafe
Variance to Separation Requirements

0 25 50 100
Feet

1 inch = 75 feet

N

Date: 12/31/2019

The accuracy and precision of this cartographic data is limited and should be used for information /planning purposes only. This data does not replace surveys conducted by registered Texas land surveyors nor does it constitute an "official" verification of zoning, land use classification, or other classification set forth in local, state, or federal regulatory processes. The City of Bastrop, nor any of its employees, do not make any warranty of merchantability and fitness for particular purpose, or assumes any legal liablity or responsibility for the accuracy, completeness or usefullness of any such information, nor does it represent that its use would not infringe upon privately owned rights.

12/30/19

To whom it may concern,

Anita's Cafe would like to serve mixed alcoholic beverages along our tex-mex food. This would also help to contribute our city with more taxes.

Roberta Borrego

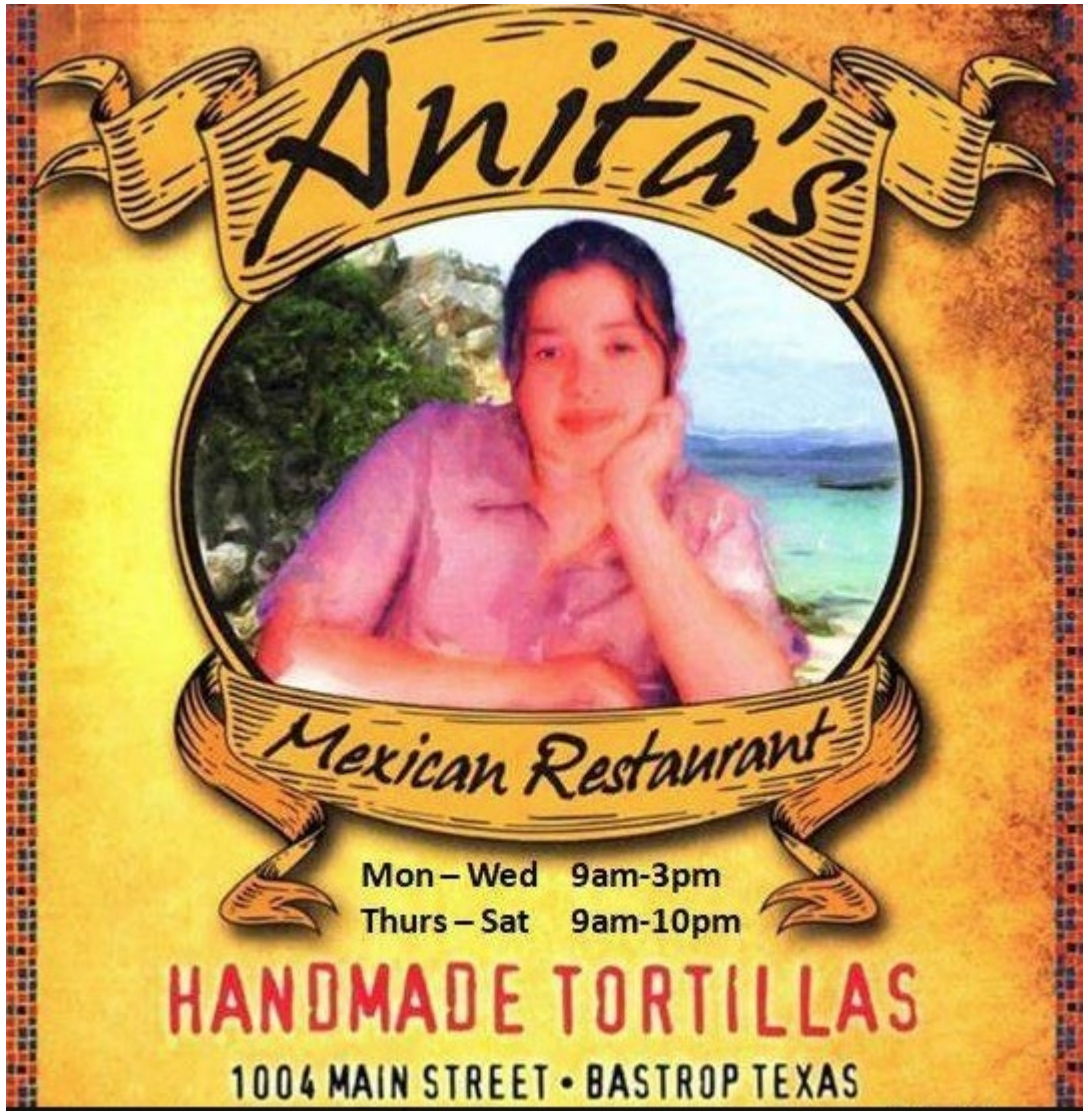
XX. Items for Individual Consideration

Hold public hearing and consider action to approve Resolution No. R-2020-06 of the City Council of the City of Bastrop, Texas granting a variance to Bastrop Code of Ordinances Article 4.02.005 Sale of Alcoholic Beverages, Separation Requirements from Church, Public or Private School, or Public Hospital, on property located at 1004 Main Street, within the city limits of Bastrop, Texas, as shown in Exhibit A; providing for a severability clause; and establishing an effective date.

BASTROPTX
Heart of the Lost Pines
Est. 1832

Location Requesting Variance

- 1004 Main St
- Anita's Café



Alcohol Sales

- Mixed beverages may only be served with a TABC Food & Beverage Certificate in areas zoned for restaurant use
  - Requested
  - Zoned P-5 Core

- Must meet the Separation Requirements
  - 300 feet

Policy – Separation Requirement

- Bastrop Code of Ordinances 4.02.005
- Requires premises to be 300 feet from a church, public or private school, or public hospital
  - Schools - Direct line from nearest property line to nearest property line
  - **This location is within 300 feet of Calvary Episcopal School property**
- City Council may grant variances to the separation requirements

Proximity to School

- Property abuts



Policy – Variance Approval Criteria

- Enforcement would create an instance that:
  - is not in the best interest of the public;
  - constitutes waste or inefficient use of land or other resources;
  - creates an undue hardship on an applicant for a license or permit;
  - does not serve its intended purpose;
  - is not effective or necessary; or
  - for any other reason the Council, after consideration of the health, safety, and welfare of the public and the equities of the situation, determines is in the best interest of the community.

Public Comments Received

In Support

- None

Against

- None

Questions?

STAFF REPORT

MEETING DATE: January 14, 2020 **AGENDA ITEM**: 9G

TITLE:
Hold public hearing and consider action to approve Resolution No. R-2020-07 of the City Council of the City of Bastrop, Texas; supporting an application for 2020 Housing Tax Credits by Farm Street Village, LP, for a development located at approximately 1500 Farm Street, named Farm Street Village, to the Texas Department of Housing & Community Affairs to develop affordable rental senior housing, within the city limits of Bastrop, Texas; authorizing the Mayor to certify resolutions to Texas Department of Housing & Community Affairs; authorizing the City Manager to waive Two Hundred Fifty Dollars and No Cents ($250.00) in development fees; and providing for an effective date.

STAFF REPRESENTATIVE:
Jennifer C. Bills, AICP, Assistant Planning Director

BACKGROUND/HISTORY:
Structure Development d/b/a Farm Street Village, LP is requesting a resolution of support from the Bastrop City Council to apply for the Competitive (9%) Housing Tax Credit (HTC) program through the Texas Department of Housing and Community Affairs (TDHCA) to construct multifamily homes with 12 market-rate and 50 income-restricted and age-restricted units (Attachment 1).

The proposed site is 4.93 acres on the north side of Farm Street directly across from Film Alley. A single-family home and a couple of accessory structures currently occupy the site. The site is zoned P3 and will require a change of zoning to P4 to allow multifamily.



The applicant has provided detailed information about the proposed development and program requirements and information on Structure Development's construction, and property management experience (Attachment 1).

POLICY EXPLANATION:
The Low-Income Housing Tax Credit Program is a federally allocated program through the Internal Revenue Service. Each year tax credits are allocated to each state to be allocated through a state plan. The State of Texas adopts the Qualified Allocation Plan (QAP) that provides development requirements through Competitive (9%) and Non-Competitive (4%) processes. The 9% program provides a greater level of fund compared to the 4% program. With the additional funding, the developments are able to offer greater discounts on income-restricted units.

Income by Percentage of Area Median Family Income (2019)

	Number of Household Members							
AMFI%	1	2	3	4	5	6	7	8
30	$ 20,730	$ 23,700	$ 26,670	$ 29,610	$ 31,980	$ 34,350	$ 36,720	$ 39,090
50	$ 34,550	$ 39,500	$ 44,450	$ 49,350	$ 53,300	$ 57,250	$ 61,200	$ 65,150
60	$ 41,460	$ 47,400	$ 53,340	$ 59,220	$ 63,960	$ 68,700	$ 73,440	$ 78,180

Bastrop is within the Austin Metropolitan Statistical Area (MSA). This program uses the Austin MSA Median Family Income ($95,900 for a family of four) to determine maximum rents.

The attached resolution contains the specified language required by the TDHCA requirements.

FUNDING SOURCE:
The applicant is requesting a contribution in the form of a grant or reduced fee in the amount of $250.00. Staff recommends providing that reduction from the Site Development Plan review fee.

RECOMMENDATION:
Hold public hearing and consider action to approve Resolution No. R-2020-07 of the City Council of the City of Bastrop, Texas; supporting an application for 2020 Housing Tax Credits by Farm Street Village, LP, for a development located at approximately 1500 Farm Street, named Farm Street Village, to the Texas Department of Housing & Community Affairs to develop affordable rental senior housing, within the city limits of Bastrop, Texas; authorizing the Mayor to certify resolutions to Texas Department of Housing & Community Affairs; authorizing the City Manager to waive Two Hundred Fifty Dollars and No Cents ($250.00) in development fees; and providing for an effective date.

ATTACHMENTS:
- Resolution
- Attachment 1 – Detailed Project Information
- PowerPoint Presentation

RESOLUTION NO. R-2020-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, SUPPORTING AN APPLICATION FOR 2020 HOUSING TAX CREDITS BY FARM STREET VILLAGE, LP FOR THE DEVELOPMENT LOCATED AT APPROXIMATELY 1500 FARM STREET, NAMED FARM STREET VILLAGE, TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS TO DEVELOP AFFORDABLE RENTAL SENIOR HOUSING, WITHIN THE CITY LIMITS OF BASTROP, TEXAS; AUTHORIZING THE MAYOR TO CERTIFY RESOLUTIONS TO TEXAS DEPARTMENT OF HOUSING & COMMUNITY AFFAIRS; AUTHORIZING THE CITY MANAGER TO WAIVE TWO HUNDRED FIFTY DOLLARS AND NO CENTS ($250.00) IN DEVELOPMENT FEES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Farm Street Village, LP, ("the Applicant") has proposed a development for affordable rental senior housing at approximately 1500 Farm Street named Farm Street Village ("the Project") located within the City of Bastrop, Texas; and

WHEREAS, the Applicant has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2020 Competitive 9% Housing Tax Credits for Farm Street Village; and

WHEREAS, the City of Bastrop confirms it will provide reduced fees in the amount of $250 for the benefit of the Project.

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

Section 1. The City of Bastrop, acting through its governing body, hereby confirms that it supports the proposed Farm Street Village, located at approximately 1500 Farm Street and that this formal action has been taken to put on record the opinion expressed by the City of Bastrop on January 14, 2020.

Section 2. That for and on behalf of the Governing Body, Connie B. Schroeder, Mayor is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

Section 3. That the City Manager is authorized to execute a letter granting a Two Hundred Fifty Dollars and No Cents ($250.00) reduction in permit fees in order for Farm Street Village to meet all program criteria.

Section 4. That this Resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 14th day of January, 2020.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

Farm Street Village

A Senior Community in Bastrop, Texas

Presented by:

Structure Development



STRUCTURE DEVELOPMENT

COMPANY OVERVIEW

Structure Development

The principals of Structure Development have over **50 years of combined experience** in commercial real estate development and community development.

We are a **Texas based company** with focus in creating great places to live throughout Texas.

Our mission is to develop **socially vibrant, context-sensitive, and economically sound** communities.



Farm Street Village

- Context Sensitive
- Moderate Density
- Community Oriented
- Walkable



Farm Street Village

Farm Street

Bastrop, TX





OVERVIEW

Farm Street Village

Design

Class “A” Affordable Senior Living

Common Amenities

- Fitness Center
- Entertainment Room
- Community Room
- Community Garden
- Native Landscaping
- Green Building Materials
- Outdoor Community Spaces
- Dog Park

Unit Amenities

- 9’ Ceilings
- Low Flow Fixtures
- Open Floor Plans
- Washer/Dryer Hookups
- Low-E Thermal Windows
- Ample Storage
- Pre-Wired for Cable & Network
- Energy Star Appliances





Eco Friendly Features

- Low-Flow Water Fixtures
- Energy Efficient HVAC
- High Efficiency Lighting
- Energy Star Appliances
- Recycling
- Low Volatile Organic Compound (VOC) Materials
- Native Landscaping
- Pollinator Friendly Plants
- Integrative Pest Management
- Non-Vehicular Oriented Community Design





Community Design

- Large Community Room
- Community Kitchen
- Entertainment Room for Social Gatherings
- Fitness Center with Group Activities
- Community Garden with Pollinator Friendly Plants







Farm Street Village

Leasing Requirements

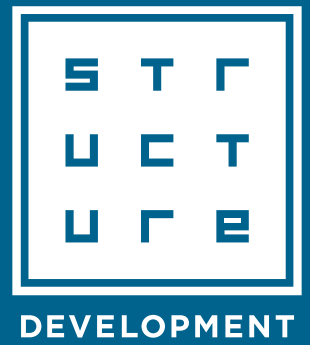
- Verifiable income/job history
- Criminal Background Check
- Income of 3X lease payment
- Acceptable Credit

Activities

- Gardening
- Fitness Classes
- Health and Wellness Classes
- Social Activities
- Financial Fitness

Unit Mix

Farm Street Village will consist of approximately 12 market-rate and 50 rent restricted multifamily homes for seniors aged 55 and up. Market-rate units will lease for $1,172 to $1,406 per month. The majority of rent restricted units will range between $1,065 to $1,278 per month.



Structure Development
1301 Chicon Street, Suite 101, Austin, Texas 78702
StructureTexas.com

Sarah Andre
Sarah@StructureTexas.com
512.698.3369

Sallie Burchett
Sallie@StructureTexas.com
512.473.2527

Farm Street Village
Tax Credit Local Support

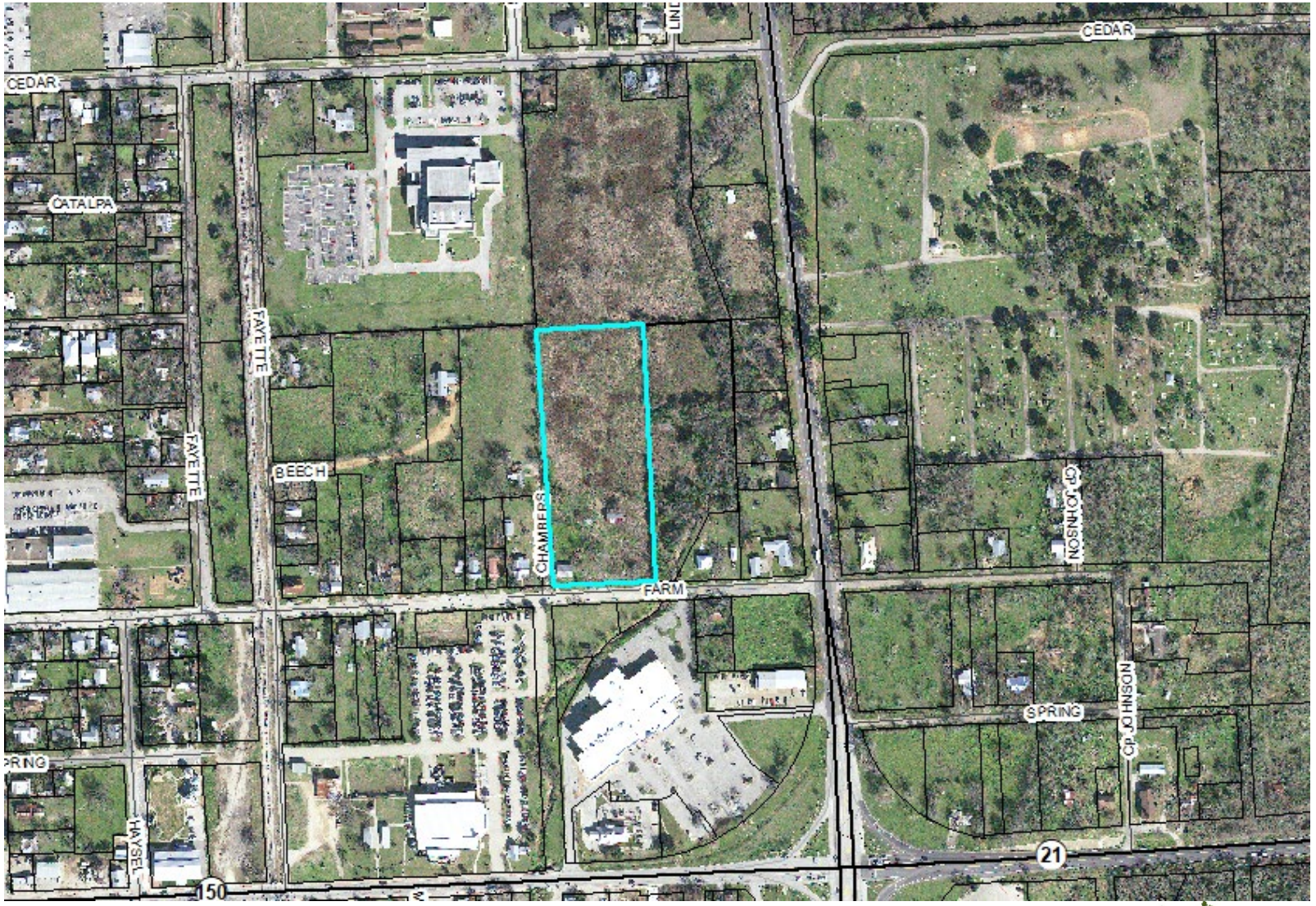
Request

- For the city to support the application for 9% Housing Tax Credits
- The project will have 12 market-rate units and 50 rent restricted units.
- Market-rate: $1,172 to $1,406 per month
- Rent-restricted: $1,065 to $1,278 per month
- All will be restricted to tenants 55 and older

BASTROPTX
Heart of the Lost Pines / Est. 1832

Location

- 1500 Block of Farm Street



BASTROPTX
Heart of the Lost Pines / Est. 1832

9% Housing Tax Credits

- Are allocated yearly by the Texas Department of Housing and Community Affairs
- Is a competitive process against other projects in the Region 7 – Rural Category
  - Region 7 – Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis and Williamson counties
- Only one project will be funded
- 9% program provides more lucrative funding than the Non-Competitive 4% HTC program

BASTROPTX
Heart of the Lost Pines / Est. 1832

Existing HTC Developments in Bastrop

Apartment Name	Address	Units	Year Funded	Program
Settlement Estates Senior Housing*	149 Settlement Drive	70	1998	9% New Senior
Riverwood Commons*	440 Old Austin Hwy	36	2011	9% New Senior
Bastrop Oak Grove	1910 Wilson Street	48	2018	4% Rehab USDA
The Preserve at Hunters Crossing	210 Hunters Crossing Blvd	140	2018	4% New Family
Riverwood Commons II	442 Old Austin Hwy	36	2019	9% New Senior

BASTROPTX
Heart of the Lost Pines / Est. 1832

Recommendation

Hold public hearing and consider action to approve:

- Resolution R-2020-07 in support of the application and
- Resolution R-2020-xx acknowledging the city has more that two times the state average of tax credit units.

BASTROPTX
Heart of the Lost Pines / Est. 1832

Questions?

BASTROPTX
Heart of the Lost Pines / Est. 1832

STAFF REPORT

MEETING DATE: January 14, 2020 **AGENDA ITEM**: 9H

TITLE:
Hold public hearing and consider action to approve Resolution R-2020-09 of the City of Bastrop, Texas; acknowledging that Bastrop has more than two times the state average per capita of Housing Tax Credit units and supporting the 2020 Housing Tax Credit application by Farm Street Village, LP, for the development located at approximately 1500 Farm Street, named Farm Street Village, to the Texas Department of Housing and Community Affairs to develop affordable rental senior housing, within the city limits of Bastrop, Texas, authorizing the execution of documents; and providing an effective date.

STAFF REPRESENTATIVE: Jennifer C. Bills, AICP, LEED AP, Assistant Planning Director

BACKGROUND/HISTORY:
This is a companion Resolution R-2020-07 in support of the Farm Street Village rental senior apartments at approximately 1500 Farm Street.

In the State of Texas, there is currently one housing tax credit unit for every 102.7 people. The City of Bastrop has 4.16 times that rate, at one unit per 79.4 people. This is a comparative statistic and is not reflective of market demand. Below are the existing and projects under construction that are part of the program.

Apartment Name	Address	Units	Year Funded	Program
Settlement Estates Senior Housing	149 Settlement Drive	70	1998	9% New Senior
Riverwood Commons	440 Old Austin Hwy	36	2011	9% New Senior
Bastrop Oak Grove	1910 Oak Grove	48	2018	4% Rehab USDA
The Preserve at Hunters Crossing	Hunters Crossing Blvd	140	2018	4% New Family
Riverwood Commons II	442 Old Austin Hwy	36	2019	9% New Senio

POLICY EXPLANATION:
In the 2020 Qualified Allocation Plan (QAP) the state adopted scoring criteria for the 9% Competitive Housing Tax Credit Program. A city is required to acknowledge that the area has more than two times the average and support the application in order for the application to move forward. If the city does not adopt the two times resolution, the applicant will not be eligible for Housing Tax Credit funding. This gives the local government the ability to review new projects.

The attached resolution contains the specified language by the TDHCA requirements.

RECOMMENDATION:
Hold public hearing and consider action to approve Resolution R-2020-09 of the City of Bastrop, Texas; acknowledging that Bastrop has more than two times the state average per capita of

Housing Tax Credit units and supporting the 2020 Housing Tax Credit application by Farm Street Village, LP, for the development located at approximately 1500 Farm Street, named Farm Street Village, to the Texas Department of Housing and Community Affairs to develop affordable rental senior housing, within the city limits of Bastrop, Texas, authorizing the execution of documents; and providing an effective date.

ATTACHMENTS:
Resolution R-2020-09

RESOLUTION NO. R-2020-09

A RESOLUTION OF THE CITY OF BASTROP, TEXAS; ACKNOWLEDGING THAT BASTROP HAS MORE THAN TWO TIMES THE STATE AVERAGE PER CAPITA OF HOUSING TAX CREDIT UNITS AND SUPPORTING THE 2020 HOUSING TAX CREDIT APPLICATION BY FARM STREET VILLAGE, LP, FOR THE DEVELOPMENT LOCATED AT APPROXIMATELY 1500 FARM STREET, NAMED FARM STREET VILLAGE, TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS TO DEVELOP AFFORDABLE RENTAL SENIOR HOUSING, WITHIN THE CITY LIMITS OF BASTROP, TEXAS, AUTHORIZING THE EXECUTION OF DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Farm Street Village, LP, ("the Applicant) has proposed a development for affordable rental senior housing at approximately 1500 Farm Street named Farm Street Village ("the Project") located within the City of Bastrop, Texas; and

WHEREAS, the Applicant has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2020 Competitive 9% Housing Tax Credits for Farm Street Village.

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

Section 1. As provided for in §11.3(c) of the Qualified Allocation Plan, it is expressly acknowledged and confirmed that the City of Bastrop has more than twice the state average of units per capita supported by Housing Tax Credits or Private Activity Bonds**.**

Section 2. That the City of Bastrop hereby supports the proposed Farm Street Village, and confirms that its governing body has voted specifically to approve the construction or rehabilitation of the Development and to authorize an allocation of Housing Tax Credits for the Development pursuant to Tex. Gov't Code §2306.6703(a)(4), and

Section 3. That for and on behalf of the Governing Body, Connie B. Schroeder, Mayor is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 14th day of January, 2020.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

STAFF REPORT

MEETING DATE: January 14, 2020 **AGENDA ITEM**: 9I

TITLE:
Consider action to approve Resolution No. R-2020-05 of the City Council of the City of Bastrop, Texas awarding a master contract for the purchase and delivery of Harmsco Filter Cartridges to Ryan Herco Flow Solutions, in the amount of One Hundred Fifty-Four and 62/100 cents ($154.62) and Four Hundred Fourteen and 91/100 cents ($414.91) per unit; as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:
Trey Job, Assistant City Manager of Development Services

BACKGROUND/HISTORY:
The City of Bastrop was declared a (GUI) or ground water under the influence of surface water in 2013. Once the city was notified, we designed a treatment process that would remove any potentially harmful microscopic pathogens.

In 2018, with additional data available related to the quantity of filters required, an RFP for a master contract designating a single source as the preferred supplier was prepared. While several vendors inquired, the only response was from Ryan Herco Flow Solutions. The contract with Ryan Herco ended in 2019.

In December 2019, an RFP was advertised for filters and only one bid was received. Once again, Ryan Herco was the only bidder.

POLICY EXPLANATION:
The City of Bastrop is a municipal water supplier that provides clean, safe, potable water to its customers 365 days per year. The City's water supply is considered "Ground Water Under Direct Influence of Surface Water" and, as such, the Texas Commission on Environmental Quality (TCEQ) has approved the use of Cartridge Filtration for microbiological treatment of the City's water supply.

In accordance with state law and the City's purchasing policy, sequential purchasing of any kind is prohibited. Therefore, to remain in compliance with the Texas Local Government Code, Subchapter B, Section 252.021 a request for proposal must be issued for amounts over $50,000.00.

FUNDING SOURCE:
Funding for water filters is budgeted in the Water/Wastewater FY2019-2020 budget. During FY2018-2019, the City spent $248,793.15 on these filters.

RECOMMENDATION:
Consider action to approve Resolution No. R-2020-05 of the City Council of the City of Bastrop, Texas awarding a master contract for the purchase and delivery of Harmsco Filter Cartridges to Ryan Herco Flow Solutions, in the amount of One Hundred Fifty-Four and 62/100 cents ($154.62) and Four Hundred Fourteen and 91/100 cents ($414.91) per unit; as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution 2020-05
- Purchase Agreement between Ryan Herco Flow Solutions and the City of Bastrop
- Request for Proposal WWW-2020-1b – Ryan Herco Flow Solutions Response
- Bid Tabulation Certification

RESOLUTION NO. R-2020-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AWARDING A MASTER CONTRACT FOR THE PURCHASE AND DELIVERY OF HARMSCO FILTER CARTRIDGES TO RYAN HERCO FLOW SOLUTIONS, IN THE AMOUNT OF ONE HUNDRED FIFTY-FOUR AND 62/100 CENTS ($154.62) AND FOUR HUNDRED FOURTEEN AND 91/100 CENTS ($414.91) PER UNIT; AS ATTACHED IN EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

WHEREAS, The City Council has the steadfastness to ensure the quality of our City water supply; and

WHEREAS, The City of Bastrop has received all bids, and found the lowest responsible bidder to be qualified.

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

Section 1: That the City Manager is hereby authorized to execute a master Purchase Agreement to Ryan Herco Flow Solutions for the purchase and delivery of Harmsco Filter Cartridges in the amount of $154.62 and $414.91 per unit. (Attached as Exhibit A)

Section 2: That the City Council of the City of Bastrop has found Ryan Herco Flow Solutions, to be a subject matter expert in the field of cartridge filters.

Section 3: 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 4: That this Resolution shall take effect immediately upon its passage, and it resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 14th day of January, 2020.

APPROVED:

_____

Connie B. Schroeder, Mayor

ATTEST:

_____

Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____

Alan Bojorquez, City Attorney

EXHIBIT A to RESOLUTION R-2020-05

PURCHASE AGREEMENT

This PURCHASE AGREEMENT ("the Agreement") dated this _____ day of _____, 2020

BETWEEN:

RYAN HERCO FLOW SOLUTIONS
(the "Seller")

AND

CITY OF BASTROP

(the "Buyer")

IN CONSIDERATION OF THE COVENANTS and agreements contained in this Purchase Agreement the Parties to this Agreement agree as follows:

Purchase of Goods

1. The Buyer will purchase from the Seller the following goods (the "Goods"):
    a. Harmsco HC/170-5 (5 micron) filter cartridges
    b. Harmsco HC/170-LT2 filter cartridges
2. Buyer shall order products on an as-needed basis throughout the year.
3. Seller understands that references to brand names and/or numbers in this Agreement are intended to be restrictive, and not merely descriptive. It is understood that Seller will provide the referenced brand items as listed above.
4. Seller shall maintain access to a reasonable stock of such products on hand for the full term of the Agreement. Failure to maintain access to a reasonable stock may result in termination for default of the Seller's Agreement.

Purchase Price

5. The Seller will sell, transfer and deliver the Goods to the Buyer once order has been placed and perform all acts in a timely and cost-effective manner without sacrificing quality.
6. The Buyer will pay to the Seller for the Goods as listed below:
    a. Harmsco HC/170-5 (5 micron) filter cartridges: $154.62 per unit
    b. Harmsco HC/170-LT2 filter cartridges: $414.91 per unit
7. The shipping and handling charge is $0.00 per unit.
8. The prices agreed upon will be valid for a one (1) year term after any resulting agreement is signed.
9. Seller shall invoice Buyer for products provided once the products have been delivered.
10. Seller acknowledges that Purchase Orders are required when an order is placed, and that the Buyer is a Net30 payor.

11. Buyer shall render payment to Seller within thirty (30) days of receipt of Seller's invoice and following review of and approval by the operation supervisor or designee of the services performed.

Delivery of Goods

12. The goods will be deemed received by the Buyer when delivered to the Buyer at

    City of Bastrop
    Water and Wastewater Department
    300 Water Street
    Bastrop, Texas 78602

13. Seller will include a packing slip showing the item number, product description, quantity ordered, quantity shipped and backordered items, including the expected ship date with each shipment.
14. Seller will arrange for the return of all miss-ordered, miss-shipped, returned, or damaged items at no cost to the City of Bastrop. There will be no restocking fee for returns of items that are damaged or shipped by the vendor in error. All items returned will be credited to the City of Bastrop within 14 days of receipt.

Assignment of Warranties

15. The Seller hereby assigns to the Buyer all manufacturers' warranties that the Seller receives with respect to any Parts or materials provided to and used by the Seller under this Agreement.

Entire Agreement

16. This Agreement contains the entire agreement of the Parties. There are no other promises or conditions in any other agreement either oral or written. This Agreement supersedes any prior written agreements between the Parties.

Mandatory Disclosures

17. Texas law requires that vendors make certain disclosures. To the extent required and applicable under Texas law, within 30 days after execution of this Agreement, Tenant must submit to the City a copy of the Conflict of Interest Questionnaire form (Form CIQ) approved by the Texas Ethics Commission in accordance with Texas Local Government Code Chapter 176, and the Affidavit regarding Prohibition on Contracts with Companies Boycotting Israel *(see* Texas Government Code Chapter 2270). The Tenant must also complete and submit the Certificate of Interested Parties Form 1295, as required by the Texas Ethics Commission, and submit it to the Ethics Commission with a copy to the City. The form is available online at: https://www.ethics.state.tx.us/whatsnew/elf info form1295.htm

Title

18. Title to the Goods will remain with the Seller until delivery and actual receipt of the Goods by the Buyer.

Inspection

19. lnspection will be made by the Buyer at the time and place of delivery.

Effective Date; Term; Renewal

20. This Agreement shall commence upon the last day of execution of the Parties of this Agreement, *i.e.,* the Effective Date, and shall be in effect during the period of the current

fiscal year ending September 30, 2020. This Agreement shall automatically renew for successive one-year periods beginning October 1, 2020 unless terminated as provided below. This Agreement can be renewed for four consecutive twelve (12) month terms.

Amendment

21. This Agreement may be modified or amended in writing signed by both Parties as indicated in Item #29.

Liability and Indemnity

22. Any provision of any contract document that limits the Seller's liability to the City or releases the Seller from liability to the City for actual or compensatory damages , loss, or costs arising from the performance of this Contract is not applicable or effective.
23. The Seller shall agree to and shall indemnify, hold harmless, and defend the City and their officers, agents, and employees from and against any and all claims, losses, damages , causes of action suits and liability of every kind, including all expenses of litigation, court costs and attorney's fees for all claims and suits, including those for injury to or death of any person or for damage to property, arising out of or in connection with the delivery of the products requested in this contract.

Assignment

24. The Seller shall not assign this Contract, or any of the services herein, without the prior written consent of the Buyer.

Law Governing and Venue

25. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Bastrop, County, Texas.

Dispute Resolution Procedures

26. The Seller and the Buyer desire an expeditious means to resolve any dispute that may arise between them regarding this Contract. If either party disputes any matter in relation to this contract, the parties agree to try in good faith, before brining any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator’s fees.

Termination

27. Buyer Termination for Convenience. The City of Bastrop may terminate this Contract during the term, or any extension thereto, at any time for the City's own convenience regardless of whether the Contract is in default by giving written notice to the Business. If the City terminates this Contract under this paragraph, the City will pay the Business for all products rendered in accordance with this Contract as of the date of termination.
28. Termination for Default. Either party to this Contract may terminate this Contract if the other party fails to comply with its terms. The party alleging the default will give the other party notice of the default in writing citing the terms of the Contract that have been breached and what action the defaulting party must take to cure the default. If the party in default fails to cure the default as specified in the notice, the party giving the notice of default may terminate the Contract by written notice to the

other party, specifying the date of termination. Termination of this Contract under this paragraph does not affect the right of either party to seek remedies for breach of the contract as allowed by law, including any damages or costs suffered by either party.

Notices

29. Any notice to be given or document to be delivered to the parties as noted below:

Buyer: City of Bastrop
P.O. Box 427
Bastrop, Texas 78602
Attn: City Manager

Seller: Ryan Herco Flow Solutions
Attn: John Michael Swetish
8606 Wall Street, Suite 100
Austin, TX 78754

Agreement Documents

30. The following documents are part of this Agreement, and are deemed fully incorporated herein:
    (a) Bid Documents and Technical Specifications
    (b) Bidder Certification (attached hereto as "Attachment A")

To the extent that a conflict exists between the terms of this Agreement and terms in the attached documents, this Agreement shall prevail.

Counterparts

31. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Facsimile or electronic transmission of executed signatures are agreed and deemed to constitute fully enforceable and binding originals.

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the dates indicated below.

CITY OF BASTROP

_____ _____
Lynda Humble, City Manager Date

Attest:

_____ _____
Ann Franklin, City Secretary Date

Ryan Herco Flow Solutions

_____ _____

Vendor Date

_____

Printed Name and Title

CITY OF BASTROP

Request for Proposal

REQUEST FOR PROPOSAL NUMBER: WWW – 2020-1 b

PROJECT TITLE: REQUEST FOR PROPOSAL FOR BEST VALUE MASTER CONTRACT FOR THE PURCHASE AND DELIVERY OF HARMSCO FILTER CARTIDGES.

SEALED PROPOSAL DEADLINE DATE AND TIME: Monday, December 30, 2019 at 2:00 P.M.

SEALED PROPOSAL OPENING DATE AND TIME: Monday, December 30, 2019 at 2:00 P.M.

Proposers must submit complete original RFP Packet.
No proposals submitted after the above deadline will be accepted.

Contact: CURTIS HANCOCK, ASSISTANT PUBLIC WORKS DIRECTOR AT CHANCOCK@CITYOFBASTROP.ORG.

The City of Bastrop is a municipal water supplier that provides clean, safe, potable water to its customers 365 days a year. The City's water supply is considered "Ground Water Under Direct Influence of Surface Water" and as such, the Texas Commission on Environmental Quality (TCEQ) has approved the use of Cartridge Filtration for the purpose of microbiological treatment of the City's water supply.

This RFP describes the type and specifications of cartridge filters required. By submitting a response, each Respondent/Bidder certifies that it understands this RFP and has full knowledge of the products to be provided. Each Respondent also certifies that it understands that all costs relating to preparing and responding to this RFP are the sole responsibility of the Respondent.

The City of Bastrop ("City") is accepting Competitive Sealed Proposals for a one (1) year **BEST VALUE MASTER CONTRACT FOR THE PURCHASE AND DELIVERY OF HARMSCO FILTER CARTIDGES** with an option for three (3) additional one-year renewals if, both parties agree.

PROPOSERS MUST SUBMIT THE COMPLETE ORIGINAL RFP PACKET. Proposals will be received by the City Secretary's office, located at 1311 Chestnut Street, PO Box 427, Bastrop, Texas 78602 until December 30 2019 LOCAL TIME, 2:00 P.M. Proposals will be publicly opened and read aloud on December 30 2019 LOCAL TIME, 2:00 P.M. for products/services listed above.

Specifications, proposal forms and instructions to proposers are posted on **www.cityofbastrop.org** for vendors to download. The City of Bastrop ("City") is not responsible for any vendor's costs associated in the preparation of the proposal.

Any proposals 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 at chancock@cityofbastrop.org.

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

Curtis Hancock, Assistant Public Works Director, chancock@cityofbastrop.org

PROPOSERS-READ VERY IMPORTANT

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

PROPOSAL PACKET: You must submit every document specified in the proposal packet.

PERIOD OF CONTRACT: Contract will be for a period of one (1) year from the date of City Council approval with an option to renew for three (3) additional one (1) year periods, if both parties agree.

GENERAL CONDITIONS: This contract shall be for the primary purpose of a BEST VALUE MASTER CONTRACT FOR THE PURCHASE AND DELIVERY OF HARMSCO FILTER CARTIDGES.

ORDERING: Products furnished under this contract shall be ordered by the issuance of a purchase order by the City of Bastrop.

CANCELLATION OF CONTRACT: The City may terminate this contract with a thirty (30) day written notice.

INVOICING AND SHIPPING Invoices and shipping will be sent to the following:

City of Bastrop W/WW
PO Box 427 (mailing)
300 Water Street (shipping)
Bastrop, TX 78602

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

QUESTIONS: Any technical questions regarding these specifications or contract may be directed to Curtis Hancock, Assistant Public Works Director, at (512)332-8960 or chancock@cityofbastrop.org on Monday through Friday, between the hours of 7:00 AM – 3:00 PM.

INTENT

It is the intent of these specifications to describe the BEST VALUE MASTER CONTRACT FOR THE PURCHASE AND DELIVERY OF HARMSCO FILTER CARTIDGES for which the City is requesting proposals, in order to establish an annual contract. The contract awarded as a result of this Request for Proposal shall be for a period of one (1) year from the date of the award. The City reserves the right to renew the contract for three (3) annual renewals, if it is in the City's best interest and agreed upon by the successful proposer.

- 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 is requesting proposals for a BEST VALUE MASTER CONTRACT FOR THE PURCHASE AND DELIVERY OF HARMSCO FILTER CARTIDGES.

The City has demonstrated an ongoing need for the products indicated below. The products are based on recent 12-month usage but can vary depending on need and will be ordered on an as-needed basis throughout the year.

1. Harmsco HC/170-5 (5 micron) filter cartridge - Quantity: 320
2. ~~Harmsco HC/170-L-TI~~ filter cartridges - Quantity: 150
   HC/170-LT2

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

SIGNATURE AND COMPANY INFORMATION

Company Name	Ryan Herco Flow Solutions
Mailing Address	8600 Wall St ~~#~~ Suite 100
Physical Address	
City, State, Zip Code	Austin Texas 78754
Phone Number	800-848-1141
Fax Number	
Email Address	mswetish@rhfs.com
Tax ID Number	95 1915233
Signature of Authorized Agent	J. M. S
Printed Name of Authorized Agent	John Michael Swetish
Title	Outside Sales
Date	12-20-19

SUBMITTAL OF PROPOSAL:

REMEMBER, EACH VENDOR IS TO SUBMIT THE COMPLETE ORIGINAL RFP PACKET TO FACILITATE EVALUATION. IF THE COMPLETE ORIGINAL RFP PACKET IS NOT SUBMITTED, YOUR PROPOSAL 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 proposal number, proposal due date and proposal name in the lower left-hand corner. Failure to comply may result in a late proposal delivery. **LATE PROPOSALS 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)
Ryan Herco Flow Solutions
8600 Wall St #100
Austin Tx 78754



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

PROPOSAL NUMBER: WWW-2020-1b
PROPOSAL DEADLINE AND OPENING: December 2nd, 2019, 2:00 P.M.
PROPOSAL NAME: BEST VALUE MASTER CONTRACT FOR THE PURCHASE AND DELIVERY OF HARMSCO FILTER CARTIDGES.

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.

Ryan Hero Flow Solutions
Name of Contractor

By: Suzanne Nicholl
(Signature)

Suzanne Nicholl
(Print Name)

Director of Sales Operations
(Title)

Date: 12/31/19

STATE OF _____ §
§
COUNTY OF _____ §

SUBSCRIBED AND SWORN TO before me this 31 day of December, 2019.

See Attached Loose Certificate.
Notary Public, State of _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 31st day of December, 2019, by Suzanne Nickol

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

SARAH G. BAE
Notary Public - California
Los Angeles County
Commission # 2170716
My Comm. Expires Nov 5, 2020

(Seal) Signature

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 proposal in collusion with any other Proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal 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 proposal.

EXECUTION OF OFFER

It is understood by the undersigned that the right is reserved 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	Ryan Herco Flow Solutions
Mailing Address	8600e Wall St Suite 100
Physical Address	" " " "
City, State, Zip Code	Austin Texas 78754
Phone Number	800- 848-1141
Fax Number	
Email Address	mswetish@rhfs.com
Signature of Authorized Agent	
Printed Name of Authorized Agent	John Michael Swetish
Title	Outside Sales
Date	12-20-19

ACCOUNTS REFERENCE LISTING

All proposers should enclose an Accounts Reference Listing, having a *minimum* of three (3) customers where the proposer has supplied the services and/or items listed in this proposal.

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

1. Canyon Lake Water Supply Richard Rodriguez
   830-743-0745
   180 Spring Mountain Dr, Canyon Lake, Tx 78133

2. Tri Community Elizabeth Weeks
   512-488-2573 92 Ward St
   Fentress Tx 78622

3. Alto Frio Baptist Encampment Travis Nelson
   830-232-5271
   1385 FM 1120
   Leakey Tx 78873

4.

5.

COMPANY NAME: Ryan Herco Flow Solutions

SIGNATURE: [signature]

PRINTED NAME: John Michael Swetish

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) are encouraged to participate in the City of Bastrop's proposal 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 proposal.

Company Name	
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 proposal. All purchases by Governmental Entities other than the City will be billed directly to that Governmental Entity and paid by that Governmental Entity. The City 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, 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, City and 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 the 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.

Ryan Hesco Flow Solutions
Company Name

Signature

Outside Sales
Title

12-20-19
Date

CITY OF BASTROP
INSTRUCTIONS TO PROPOSERS

1. ELIGIBLE PROPOSERS

Proposers 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. PROPOSAL DELIVERY

Proposals must be received in the City Secretary's office prior to the stated due date and time. It is the sole responsibility of the Proposer to ensure timely delivery of the completed RFP. 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 proposer. Late proposals will be returned to the proposer unopened.

Proposers are reminded that the U.S. Postal Service deliveries may be delayed. Proposers are responsible for on-time deliveries of proposal 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. PROPOSAL DOCUMENTS

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

Location of Documents: The Department Head or designee issues RFPs. The location and phone number is specified in the RFP.

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

Taxes: Purchases of goods or services for the City use are usually exempt from City, State, and most Federal Taxes. Bids may not include exempted taxes. The successful proposer 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 proposal indicates brand name or "equal" products are acceptable, the proposer may proposal an "equal" product as an alternate proposal 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 proposer shall state its best delivery time. Failure to meet delivery times quoted may be grounds for cancellation of contract.

Prices: Proposals 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 proposer must sign each document in the proposal requiring a signature (when applicable). If addenda are issued, the proposer must initial any physical change made to the proposal.

Bid bond: If a bid bond is required for this purchase, the requirement will be reflected in the specifications of the proposal package. Cashier's check or an acceptable bid bond in the amount indicated (or in the amount of 5% of the total of the proposal submitted) must be submitted at the time the proposal is submitted. The 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 proposer does not desire proprietary information in the proposal 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, 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.

Proposal Preparation Costs: All costs associated with preparing a proposal in response to a proposal solicitation shall be borne by the proposer.

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

"Product Pricing" EXHIBIT A: Complete EXHIBIT A in its entirety including cost per unit for each type of filter cartridge, any shipping and handling fees to be charged, and any discounts.

"Basic Information" EXHIBIT B: Prepare and include the following information as a written narrative and include with attachments:

- A brief description of the history and organization of the bidder's firm, and of any proposed subcontractor, outsourced distribution centers, delivery services, etc.

- Describe the level of customer service that will be provided, including procedures that will ensure consistency and problem resolution. The description should include, but is not limited to:
  a) Customer service organizational structure;
  b) Contact Process (phone, email, fax, etc.);
  c) Follow up process;
  d) Process to handle back-ordered or out-of-stock products;
  e) Internal procedures to track customer service contact and resolution;
  f) Estimated time of product delivery once the order has been received.

- Describe the ordering process and the various options available (e.g. online, phone, fax, email) for placing an order and include the acknowledgment process. Describe how backordered or out-of-stock products are handled during the ordering process.
  a) Buyer must be notified if an item is not available at the time the order is placed.
  b) Estimated delivery dates must be provided for all backordered items.
  c) If a backordered item is not available on the estimated delivery date, the purchaser must be notified prior to the estimated delivery date.

- Describe your delivery and invoicing control process.

- Describe how future price increases will be minimized and capped and how both increases and decreases will be passed on to the City of Bastrop if the agreement is renewed after the initial term.

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

4. SUBMISSION OF PROPOSALS

By submitting a response, each Proposer certifies that it understands this RFP and has full knowledge of: 1) the scope, nature, quality, and quantity of the work to be performed, 2) the detailed requirements of the services or products to be provided; and 3) the conditions under which the services are to be performed and that it had the right to ask any relevant questions prior to submission of the proposal. Each Proposer certifies that it understands that all costs relating to preparing and responding to this RFP are the sole responsibility of the Proposer. The Proposer acknowledges and understands that the contract will be awarded to the Respondent who provides the **BEST VALUE** to the City for these products and/or services based upon the criteria noted herein.

The Proposer shall read and understand the circumstances, requirements, and procedures under which this RFP is provided, including undertaking an inspection of the Property at issue, before submitting a proposal to the City.

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

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

Documents Required With Proposal: ALL ENCLOSED DOCUMENTS MUST BE SUBMITTED WITH PROPOSAL PRIOR TO THE DEADLINE.

Addendums: Receipt of Addendums must be acknowledged by signing and returning Addendums with the proposal, if requested. It is the proposer'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 proposer's opportunity for award.

5. MODIFICATIONS OR WITHDRAWAL OF PROPOSAL

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

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

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

6. OPENING OF BIDS

The Water/Wastewater department representative responsible for opening proposals shall confirm the time and announce the proposal opening. The representative shall then personally and publicly open and read aloud all proposals received on time.

7. EVALUATION FACTORS AND AWARD

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

Award: The City shall award the proposal to the lowest responsible proposer or to the proposer who provides goods or services at the best value for the City. When determining the "best value", the following criteria will be considered:

- Description of Contractor's experience in providing the products and/or services requested. Max. Value 25%
- A minimum of three (3) references from parties on whose behalf services of similar size and structure to the Scope of Work described in this RFP in the past five (5) years for clients with which the Contractor had two (2) or more years of successful service. Max. Value 25%
- Price and sufficiency/completeness of bid information. Max. Value 50%

Total long-term cost may include, as applicable, 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 Proposal: Acceptance of a proposal for a one-time purchase will be in the form of a Purchase Order. Acceptance of a proposal 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 proposal 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 proposal;
2. Extend the proposal opening date and time;
3. Consider and accept alternate bids, if specified in the proposal 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 proposal or proposal procedure (a minor informality is one that does not affect the competitiveness of the proposer);
6. Add additional terms or modify existing terms in the proposal;
7. Reject a proposal because of unbalance unit proposal prices;
8. Reject or cancel any or all proposals;
9. Reissue a proposal; and/or
10. Procure any item by other means.

8. POST-PROPOSAL DOCUMENTS REQUIRED FROM SUCCESSFUL PROPOSER

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

Payment, Performance, and Maintenance Bonds: When payment, performance, and/or maintenance bonds are required, the proposer 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 proposal specifications.

9. CONTRACTOR SELECTION

If awarded, the contract shall be based on the City's evaluation criteria and compliance with proposal 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, if applicable, 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 CAFEFULLY. 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 RFPs; however, these may be superseded, whole or in part, by the **Instructions to Proposers** or data contained herein.

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

2. SHOULD YOU CHOOSE NOT TO SUBMIT, 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. If item offered is other than as indicated, proposer must state make, model, and part number of product quoted. Equality will be determined by the specifications.

5. **SPLIT-AWARDS:** The City reserves the right to award a separate contract to separate vendors for each item/group, or to award one contract for an entire proposal.

6. **ALTERNATE AWARD:** The City reserves the right to award a vendor proposal as an "ALTERNATE AWARD". The alternate vendor's proposal 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 proposal 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 proposal document.

8. **PAYMENT TERMS:** Successful Proposer will bill the City for the products provided once the products have been delivered. 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 restrictive. Bids on brands of like nature and quality will not be considered.

10. **DELIVERY PROMISE-PENALTIES:** The bidder awarded an Agreement shall maintain access to a reasonable stock of such products on hand for the full term of the Agreement. Failure to maintain access to a reasonable stock may result in termination for default of the bidder's Agreement.

    Proposals 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 proposer to meet delivery promises without valid reason may be cause for removal from the Bidder's List. When delivery delays can be foreseen, the proposer shall give prior notice to the Water/Wastewater Department 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 Water/Wastewater Department to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting proposer.

11. **PACKAGING:** Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free delivery and storage.

Successful Proposer will include a packing slip showing the item number, product description, quantity ordered, quantity shipped and backordered items, including the expected ship date with each shipment.

12. **CORRESPONDENCE:** The proposal number must appear on ALL correspondence, inquiries, etc., pertaining to the proposal/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 best value for the City.

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 proposer 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 reserves the right to audit the records, as it pertains to this proposal, and performance of the successful proposer during the term of the contract and for three years after the contract is completed.

18. **INSURANCE:** The City does not require the vendor(s) for this RFP to carry the minimum insurance as required by State Law.

19. **PROTEST:** All protests regarding the proposal 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 proposals. This includes all protests relating to advertising of proposal notices, deadlines, proposal opening, and all other related procedures under the Local Government Code, as well as any protest relating to alleged improprieties with the proposal process.

    - This limitation does not include protests relating to staff recommendations as to award of this proposal. 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. **SUMMARY SHEET:** Proposers desiring a copy of the proposal summary/tabulation may request same by enclosing a self-addressed stamped envelope with proposal. **PROPOSAL RESULTS WILL NOT BE GIVEN BY TELEPHONE.** If you have any questions, please contact the City of Bastrop Water/Wastewater Department (512) 332-8960.

21. **LATE PROPOSALS:** Proposals received in the City Secretary's office after submission deadline shall be returned unopened and will be considered void and unacceptable. The City is not responsible for lateness of mail, carrier, etc.

22. **ALTERING PROPOSALS:** Proposals 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 proposal, guaranteeing authenticity.

23. **PRESENTATION OF PROPOSAL:** No oral, telegraphic, telephonic, or facsimile proposal 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 RFP 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 Request for Proposal. Proposers shall acknowledge receipt of all addendums by signing and returning in proposal packet (if requested).

26. **CONTRACTOR SHALL**, release, defend, indemnify and hold harmless the City and their 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 the 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 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 proposer fails to either: 1) meet delivery schedules; or 2) otherwise conform to these specifications. Breach of contract or default authorizes the City to award proposal to another proposer, purchase elsewhere, and charge the full increase in cost and handling to the defaulting successful proposer.

28. **TESTING:** City reserves the right to test equipment, supplies, material and goods proposal 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 proposal is subject to rejection.

29. **REMEDIES:** The successful proposer and City 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 proposal 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 proposal.

32. **NO PROPOSAL:** If proposer does not wish to proposal at this time but wishes to remain on the proposal 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, proposer shall be removed from proposal list. If, however, you choose to "NO BID" this product and/or service and wish to remain on proposal list for other commodities and/or services, please state particular product and/or service under which you wish to be classified. The City is very conscious and extremely appreciative of the time and effort you have expended to submit a proposal. We would appreciate you indicating on your "NO BID" response any requirements of this proposal request, which may have influenced your decision to "NO BID".

33. **F.O.B/DAMAGE:** Proposals shall be F.O.B. inside Delivery, Municipal Facility, Bastrop, Texas, and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful proposer shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage. The proposer will arrange for the return of all incorrectly ordered or shipped, returned, or damaged items at no cost to the City of Bastrop. There will be no restocking fee for returns of items that are damaged or shipped by the vendor in error. All items returned will be credited to the City of Bastrop within 14 days of receipt.

34. **PROPOSAL OPENINGS:** All bids submitted will be read at the regularly scheduled proposal opening for the designated project. **However, the reading of a proposal at proposal opening should not be construed as a comment on the responsiveness of such proposal or as any indication that the City accepts such proposal as responsive.**

The City will make a determination as to the responsiveness of proposals submitted based upon compliance with all applicable laws, purchasing guidelines, and project documents, including but not limited to the project specifications and contract documents. The City will notify the successful proposer 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 proposal 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 proposal.

36. **NAME BRANDS:** Specifications reference name brands and model numbers.

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 and the offeror.

39. **TITLE AND RISK OF LOSS**: The title and risk of loss of goods shall not pass to the City 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 of 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. Any violation of this provision shall render this contract voidable at the discretion of the City.

41. **TARGET Bastrop**: In performing this contract, Contractors agree 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 the 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 PROPOSERS**: A prospective proposer must affirmatively demonstrate proposer's responsibility. The City may request representation and other information sufficient to determine proposer'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 PROPOSERS:** 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 proposal is lower than the lowest proposal by a Texas resident by the amount a Texas resident would be required to underbid in the non-resident proposer's state.

47. **ALTERNATE AWARD:** The City reserves the right to award a vendor's proposal as an "ALTERNATE AWARD". The alternate vendor's proposal 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 proposal will remain in effect.

NO BID SHEET

FOR

WWW-2020-1

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

City of Bastrop
City Secretary's Office
1311 Chestnut Street
PO Box 427
Bastrop, TX 78602

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: (____)_____

PROPOSERS - READ CAREFULLY THE FOLLOWING PAGES

VENDORS-PLEASE READ AND COMPLETE THE FOLLOWING.

IF MORE INFORMATION IS NEEDED, PLEASE CALL (512) 332-8960.

WHAT IS A "CONFLICTS DISCLOSURE STATEMENT" AND DO I HAVE TO FILE ONE?

What is H.B. 914?

Effective January 1, 2006, H.B. 914 requires any vendor that wishes to conduct business or be considered for business with a city to file a "conflict of interest questionnaire." The conflict of interest questionnaire (FORM CIQ) is available online at www.ethics.state.tx.us.

What vendors are subject to H.B. 914?

- Any person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity; and
- An agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity.

Does this include a person who buys city property?

The bill appears to apply to all persons or businesses who conduct business with a city, including those who submit bids on city contracts, make purchases of surplus city property, or participate in any other purchase or sales transactions with a city.

With whom should the statement be filed?

The statement will be filed with the City of Bastrop City Secretary's Office, 1311 Chestnut Street, Bastrop, TX. 78602

Who must file a "conflict of interest questionnaire"?
Any person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a city (including submitting a proposal on a city contract) must file a questionnaire.

To what type of contracts does the bill apply?

As written, the bill appears to apply to any purchase or sale made by the city. When must a vendor file the conflict of interest questionnaire? A person who wishes to conduct business with a city must file a questionnaire no later than seven days after the date the person begins contract discussions or negotiations with the city, or submits an application or response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with a city.

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.**

Mike Swetish / Aaron Cahoon

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.**

Curtis Hancock / Adam Jordy

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 of person doing business with the governmental entity

12-20-19

Date

Adopted 06/29/2007

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

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

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

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.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** ☐

6 **UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Must file online at www.ethics.state.tx.us/File

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies (with a few exceptions) only to a contract between a business entity and a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

Changed or Amended Contracts:

Form 1295 is only required for a change made to an existing contract in certain circumstances: (1) if a Form 1295 was not filed for the existing contract, then a filing is only required if the changed contract either requires an action or vote by the governing body or the value of the changed contract is at least $1 million; or (2) if a Form 1295 was filed for the existing contract, then another filing is only required for the changed contract if there is a change to the information disclosed in the Form 1295, the changed contract requires an action or vote by the governing body, or the value of the changed contract increases by at least $1 million.

As required by law, the Commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The Commission also adopted rules (Chapter 46) to implement the law. The Commission does not have any additional authority to enforce or interpret section 2252.908 of the Government Code.

Filing Process:

A business entity must use the Form 1295 filing application the Commission created to enter the required information on Form 1295 and print a copy of the completed form. Once entered into the filing application, the completed form will include a unique certification number, called a "certification of filing."

An authorized agent of the business entity must sign the printed copy of the form affirming under the penalty of perjury that the completed form is true and correct.

The completed, printed, and signed Form 1295 bearing the unique certification of filing number must be filed with the governmental body or state agency with which the business entity is entering into the contract.

Acknowledgement by State Agency or Governmental Entity:

The governmental entity or state agency must acknowledge receipt of the filed Form 1295 with the certification of filing, using the Commission's filing application, not later than the 30th day after the date the governing body or state agency receives the Form 1295. The Commission will post the completed Form 1295 to its website within seven business days after the governmental entity or state agency acknowledges receipt of the form.

Additional Information:

Section 2252.908, Government Code.

Certificate of Interested Parties (Form 1295)**
This is a sample form for illustration purposes only. DO NOT FILL OUT THIS SAMPLE FORM. **Form 1295 MUST BE FILED ELECTRONICALLY! Paper copies and PDF copies of this sample form are not accepted!

Chapter 46, Ethics Commission Rules (includes new rule 46.4, regarding changes to contracts, which went into effect on January 1, 2017)

Frequently Asked Questions

Last Revision: December 21, 2017

Form TCG 2270

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

Contract identifier: /

Department: /

By signing below, Company herby verifies the following.

1. Company does not boycott Israel; and
2. Company will not boycott Israel during the term of the contract.

SIGNED BY: [signature]

Print Name of Person: Keith Barwick

Signing, Title, and Company VP, Rand Marco

Date signed: 12/20/19

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned Notary Public on this day personally appeared _____(Name), on behalf of _____ (Company) who being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN AND SUBSCRIBED TO before me, this 20 day of December, 2019.

See Attached Loose Certificate.
NOTARY OF PUBLIC,
FOR THE STATE OF TEXAS

My Commission Expires:

_____

Government Code § 2270.002. Provision Required in Contract
Effective: September 1, 2017
A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:
(1) does not boycott Israel; and
(2) will not boycott Israel during the term of the contract.

The following definitions apply:

(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

(2) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit

(3) "Governmental entity" means a state agency or political subdivision of this state.

State law requires verification from a Company for contracts involving goods or services (regardless of the amount) before the City can enter into the contract.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 20th day of December, 2019, by Keith Krutwig,
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

SARAH G. BAE
Notary Public - California
Los Angeles County
Commission # 2170716
My Comm. Expires Nov 5, 2020

(Seal)

Signature

CITY OF BASTROP WWW – 2020-1
REQUEST FOR PROPOSAL FOR BEST VALUE MASTER CONTRACT FOR THE PURCHASE AND DELIVERY OF HARMSCO FILTER CARTIDGES.
"EXHIBIT A"

Harmsco Filtration Cartridges

The City of Bastrop Water and Waste Water Department is accepting proposals for Harmsco Filtration Cartridge products and delivery for a period of one (1) year from the date of the award.

Please indicate prices below:

I. Harmsco HC/170-5 (5 micron) filter cartridge cost per unit: $154.62

II. Harmsco HC/170-LT2 filter cartridge cost per unit: $414.91

III. If not included in the stated cost of the products, shipping & handling: None

IV. Applicable discounts (amount and description):

EXHIBIT B

ABOUT RYAN HERCO FLOW SOLUTIONS

For over 65 years, Ryan Herco Flow Solutions has been a key partner to our customers in helping them manage their fluid handling and high value filtration needs. Our highly trained team of fluid control experts are available to help you solve problems, design systems, or simply learn about the latest innovations in clean and corrosive environments and their associated applications.

From our humble beginnings as a small business selling corrosion-resistant vinyl coatings, Ryan Herco has steadily grown and now boasts a network of over 30 Service Centers and stocking warehouses located across the United States and Singapore to bring our inventory and expertise close to you. Our broad product portfolio allows us to be your one-stop shopping alternative.

We always have our eyes open, looking for the next product or development to help you solve your tough application problems and to drive down your total cost of ownership. In fact, Ryan Herco pioneered many of the fluid handling products we take for granted today. A few examples include:

- Selling the first thermoplastic true-union ball valves;
- Selling the first magnetically coupled centrifugal pumps;
- Being the first plastic pipe, valve, and fitting distributor to computerize their operations to improve efficiency;
- Publishing the industry's first catalog using a smart part numbering system.

Our field sales personnel, backed by the industry's leading inside sales team, are organized into specialized groups, including Microelectronics, Construction Services, Aquatics and General Industrial, to best address your specialized needs and help you succeed. All of this is backed up by our Tech Team technical support group who are available to advise and guide you through the toughest of applications or product problems.

How does Ryan Herco help you to succeed? It's a lot more than just the right products at the right time at a competitive price! Check out some of the benefits that are available to you each time you work with us.

Ryan Herco is your partner – from the specification process thru installation and operation and ongoing maintenance of your system.

People, Products, Solutions. When expertise counts. Call 800-848-1141 to learn how Ryan Herco can help you be more competitive in your marketplace.

CUSTOMER SERVICE

Ryan Herco operates 30 Service Centers across the United States and Singapore in order to bring our inventories and sales personnel close to you. Primary customer contact is inside sales and secondary is the local field sales representative.

Contact can be done via phone, fax, or email.

Easy-to-Find and Fast Shipment

Ryan Herco has built a product portfolio that can provide you choices among high quality products for nearly every application, and our Customer Service team is adept at quickly helping you identify the correct items you need. As soon as we give you your order number, your order is on our warehouse floor to be prepared for shipment.

Product Selection Assistance

Both our paper Product Guide and RHFS.com are designed to help you quickly find and choose the correct fluid handling product for your need. We also have highly trained Customer Service personnel standing by at 1.800.848.1141 to assist with any question, big or small, that you might have.

Expert Technical Help

Our Customer Service teams go through a rigorous training program to educate them on both product families as well as applications. Backing them up, our Ryan Herco Tech Team is available to really dig in and get you the information you need. This small group boasts over 50 total years in the industry and is our go to resource for those tough questions and applications. You can reach them directly at 1.877.741.7437.

Fast and Easy Ordering

We're open and ready to take your call from 5am to 5pm Pacific Time or order online 24 hours a day at RHFS.com. No matter who you work with, over the phone, on the web, or in person, they'll know your special requirements and you'll receive consistent and accurate pricing.

Fast and Accurate Delivery

Once the order is in our system, if it's in stock it will usually ship the same day. Our warehouses utilize our Advanced Logistics Warehousing to make sure that the products you use are in stock where you need them, and that if we say it's in stock – it is!

Backordered items are placed on order with the manufacturer by RHFS purchasing agents. Follow-up is conducted by inside sales, and the customer's purchasing agent is kept abreast of delivery dates accordingly. Additionally, RHFS offers the option of a stocking agreement so as to ensure that regularly ordered items of a customer's choosing are readily available at the nearest RHFS facility.

RHFS inside sales personnel are trained with respect to RHFS customer service standards. Sales supervisors are tasked with ensuring that all inside sales personnel maintain a high standard of customer service. Failure to maintain customer service standards is addressed and documented by supervisors. Follow-up is planned accordingly.

Delivery varies depending upon current availability. All items are subject to prior sale and inventory cannot be reserved without a stocking agreement. Lead times for back orders are dependent on manufacturer's availability of materials and production schedules.

Whether you need help with placing or tracking an order, specifying a custom product, processing a return, or simply have questions about our company or website, our friendly and helpful Customer Service staff is ready to assist you!

Business Hours

Monday – Friday, 4:30 AM to 5:00 PM Pacific Time

Phone Number: 1.800.848.1141

Fax Number: 1.818.973.2600

ADVANCED TECHNOLOGY MAKES ORDERING EASY

Our Advanced Customer Service (ACS) software ensures all our representatives can process your transactions quickly, and to your special requirements. ACS contains product and shipping preferences, earned discounts, order history, and much more. Benefits of ACS include:

- Accounts with multiple locations receive consistent procurement and aggregated spending discounts. This allows for better planning, pricing, and fewer PO/AP variances.
- Use of customer or manufacturer part numbers for faster, easier ordering and receiving.
- Actively managed inventories provide just-in-time product availability from local service centers. Scheduled release staging and on-site inventory programs are also available.

RHFS SERVICE CENTERS PROVIDE FAST LOCAL SERVICE

Ryan Herco has regional service centers across the country and in Singapore providing outstanding customer service. Benefits include:

- Local product availability for your fluid control needs
- Reliable same-day shipment of stocked products
- Convenient customer will-call option

Go to www.rhfs.com for a complete list of RHFS service centers!

EXPORT SERVICES PROVIDES INTERNATIONAL SHIPPING SOLUTIONS

Almost the entire Ryan Herco product offering can be supplied across the globe with adherence to US Department of Commerce guidelines and restrictions. From door-to-door air courier service to multiple container sea freight shipments, we have over 30 years' experience.

When you work with Ryan Herco, you'll have access to

- Competitive pricing on FOB & CIF basis
- Accurate cube and weight estimates
- Itemized pro forma invoice quotations
- Complete export documentation
- Payment options

Let us bring our 65 years of experience with corrosive and ultrapure industrial applications to you. Contact us for more information.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Ryan Herco Products Corp

2 Business name/disregarded entity name, if different from above

Ryan Herco Flow Solutions

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

3010 North San Fernando Blvd

Requester's name and address (optional)

6 City, state, and ZIP code

Burbank, CA 91504

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

9	5	–	1	9	1	5	2	3	3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ _____ Date ▶ 1/7/2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

01-300 (Rev.9-16/20)

TEXAS SALES AND USE TAX PERMIT

This permit is not transferable, and this side must be prominently displayed in your place of business.

Retailers: A seller may NOT accept a copy of this permit in lieu of a properly completed exemption or resale certificate. A certificate is necessary to document why tax is not collected on a sale.

You must obtain a new permit if there is a change of ownership, location, or business location name.

TAXPAYER NAME, BUSINESS LOCATION NAME, and PHYSICAL LOCATION

RYAN HERCO PRODUCTS CORPORATION

SELTIN SUPPLY INC
8606 WALL ST STE 100
AUSTIN TX 78754-4569
TRAVIS COUNTY

NAICS CODE: 453998 DESCRIPTION ON NEXT LINE:

All Other Miscellaneous Store Retailers (except Tobacco Stores)

WE SHOW THIS BUSINESS IN THE FOLLOWING LOCAL SALES TAX AUTHORITIES:

CITY: AUSTIN EFF: 06/01/2018

TRANSIT: AUSTIN MTA EFF: 06/01/2018

Type of permit	SALES AND USE TAX
Taxpayer number	1-95-1915233-4
Location number	00010
First business date of location	06/01/2018

Glenn Hegar
Comptroller of Public Accounts

You may need to collect sales and/or use tax for other local taxing authorities depending on your type of business. For additional information, see "Collecting Local Sales and Use Tax" section on the back of this document.

If you have any questions regarding sales tax, visit our website at www.comptroller.texas.gov or call us at 1-800-252-5555.

Detach here and prominently display your permit only. Retain the portion below for your records.

Is the Information Printed on this Permit Correct?

The information printed on your permit is public information. It must be accurate and current. If there is an error, make corrections on the form below. Enter the correct information for incorrect items only. Detach the form and mail it to:

Comptroller of Public Accounts
111 E. 17th Street
Austin, TX 78774-0100

More helpful information about your permit is on the back of this document.

Texas Sales and Use Tax Permit Corrections Form

Taxpayer name shown on the permit: RYAN HERCO PRODUCTS CORPORATION

Taxpayer number shown on the permit: • 19519152334

Location number shown on the permit: • 00010

If you need to make changes to your local sales tax authorities or to the NAICS code printed on your permit, see information on the back of this form.

Correct business location name •

Correct business location (no P.O. Box or directions accepted) •

City • | State | ZIP code | County

Correct taxpayer name • | Daytime phone *(Area code and number)*

Correct mailing address •

City • | State | ZIP code | Federal Employer Identification Number

If you are **no longer in business**, enter the date of your last business transaction. _____

sign here ▶ Taxpayer or authorized agent | Date

000000793

Form 01-300 (Back) (Rev.9-16/20)

All permits are issued subject to the provisions of the law. This permit may be revoked, suspended or cancelled for a violation of any provision of any taxing statute administered by the Texas Comptroller of Public Accounts or of any rule adopted by the Comptroller to administer those statutes. Receipt of this permit does not mean that the taxpayer to whom it is issued is in good standing with the Comptroller.

You are responsible for collecting the correct amount of local taxes. For example, if our records show that one of your locations is outside the city limits, but it is actually inside the city, you may be responsible for collecting and remitting the city's sales tax. If the local sales tax authorities on this permit are incorrect, call 1-800-252-5555.

Taxpayer name and mailing address

RYAN HERCO PRODUCTS CORPORATION 92
3010 N SAN FERNANDO BLVD C/O ALEESHA ALSHANFKI
BURBANK CA 91504-2524

Operating without a valid permit is a misdemeanor punishable by a fine of not more than $500 per day.

Legal citation: TEX. TAX CODE ANN., chs. 111 and 151.

For an existing business, this permit replaces the permit you now hold for this location. All previous sales and use tax permits issued by the Texas Comptroller of Public Accounts for this location are void.

You must file a sales and use tax return even if you have no taxable sales and/or no tax due.

A $50 late filing penalty will be assessed on every report filed after its due date, in addition to any other penalties assessed for the reporting period.

Collecting Local Sales and Use Tax

You may need to collect sales and/or use tax for other local sales tax authorities, depending on your type of business. We can help you determine your local sales and use tax responsibilities and the correct rate for each local sales tax authority. See *Guidelines for Collecting Local Sales and Use Tax* (Pub. 94-105) and *Texas Sales and Use Tax Rates* (Pub. 96-132) on our website at www.comptroller.texas.gov/taxes/sales/. To search for sales and use tax rates by address, you can use the *Tax Rate Locator* on our website at https://mycpa.cpa.state.tx.us/atj/.

Update Your Account Information

To change the local sales tax authorities, contact our office at 1-800-252-5555. Contact your city/transit authority/county/special purpose district if you are unsure if your business is located within that local sales tax authority.

Change your mailing address and phone number, add a business location, change a business address, or close one or more business locations online at www.comptroller.texas.gov/web-forms/manage-account/ or call 1-800-224-1844.

Tax Report Filing Resources

File and Pay Your Sales Tax Online - Use WebFile to automatically calculate the sales tax due and confirm we received your return. WebFile is available online at www.comptroller.texas.gov/taxes/file-pay/.

File Zero Tax Due Returns by Phone - You can file your zero tax due sales and use tax return by calling TeleFile at 1-888-4FILING (1-888-434-5464).

Download Sales and Use Tax Forms Online - You will receive a preprinted sales and use tax return in the mail about 20-30 days before each return is due, unless you file electronically. You can also download sales and use tax forms online at www.comptroller.texas.gov/taxes/sales/forms/.

Additional Resources

Read our sales tax frequently asked questions online at www.comptroller.texas.gov/taxes/sales/faq/.

Sign up to receive email updates on the Comptroller topics of your choice at www.comptroller.texas.gov.

***You have certain rights** under Chapters 552 and 559, Government Code, to review, request and correct information we have on file about you. Contact us at the address or phone number listed on this form.*

ATTACHMENT 1

WWW-2019-1b HARMSCO WATER - 12/30/2019 @ 2:00 P.M.

Submitting Company:	*Signatures & Vendor Info (Pages 4, 6, 7, 9 & 21 [if applicable], 10, 11*	*References - Minimum of 3 (page 8)*	*Conflict of Interest Form (CIQ Form) (Page 24)*	*Does Not Boycott Verification Form*	*Exhibit A - Pricing (Page 25)*	*Exhibit B - Basic Information Narrative (including W-9 etc.)*
Ryan Herco Flow Solutions **8606 Wall Street #100** **Austin, TX 78754**	☑ Yes ☐ No	☑ Yes ☐ No	☑ Yes ☐ No	☑ Yes ☐ No	☑ Yes ☐ No	☑ Yes ☐ No
	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
Signed By: Curtis Hand						Date: 12/30/19
Witnessed By: Jeanette Arm						Date: 12/30/19

STAFF REPORT

MEETING DATE: January 14, 2020 **AGENDA ITEM**: 9J

TITLE:
Consider action to approve Ordinance No. 2020-01 of the City Council of the City of Bastrop, Texas, authorizing the Issuance of the City of Bastrop, Texas Combination Tax and Revenue Certificates of Obligation, Series 2020 to purchase Fire trucks and equipment; Levying an Ad Valorem Tax and Pledging Certain Surplus Revenues in Support of the Certificates; Approving an Official Statement, a Paying Agent/Registrar Agreement and Other Agreements Relating to the Sale and Issuance of the Certificates; and Ordaining Other Matters Relating to the Issuance of the Certificates; repealing all ordinances and actions in conflict herewith; and providing for an effective date.

STAFF REPRESENTATIVE:
Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:
At a City Council budget workshop held on August 20, 2019, a presentation was made regarding the need for fire equipment and the funding required to make these purchases. The total for an Aerial Engine, PUC Pumper Engine and replacement Self-Contained Breathing Apparatus equipment was approximately $2.8M. This would require the City to issue a bond that future payments would be covered under the current debt tax rate without an increase. The initiation of the order and pre-payment to take advantage of the discount will need to happen before the City can initiate a bond process and sale.

On September 10, 2019 the City Council approved a reimbursement resolution to allow the City to move forward with the placement of the order for the equipment and insure that the City will be reimbursed once the bond sale is complete.

This Ordinance authorizing the issuance of Tax and Revenue Certificates of Obligation, Series 2020 will reimburse the city for the prepayment of the Aerial Engine, PUC Pumper Engine and replacement SCBA equipment.

POLICY EXPLANATION:
City Charter Sec. 7.01 – Powers to Issue
In keeping with state law, the City shall have the power to borrow money on the credit of the City for any public purpose not now or hereafter prohibited by state law.

Bond Council has advised that state law supersedes the City Charter in only requiring one reading for a Bond Ordinance.

FUNDING SOURCE:
Certificate of Obligation, Series 2020

RECOMMENDATION:
Consider action to approve Ordinance No. 2020-01 of the City Council of the City of Bastrop, Texas, authorizing the Issuance of the City of Bastrop, Texas Combination Tax and Revenue Certificates of Obligation, Series 2020 to purchase Fire trucks and equipment; Levying an Ad Valorem Tax and Pledging Certain Surplus Revenues in Support of the Certificates; Approving an Official Statement, a Paying Agent/Registrar Agreement and Other Agreements Relating to the Sale and Issuance of the Certificates; and Ordaining Other Matters Relating to the Issuance of the Certificates; repealing all ordinances and actions in conflict herewith; and providing for an effective date.

ATTACHMENTS:

- Ordinance No. 2020-01

ORDINANCE 2020-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AUTHORIZING THE ISSUANCE OF THE CITY OF BASTROP, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2020 TO PURCHASE FIRE TRUCKS AND EQUIPMENT; LEVYING AN AD VALOREM TAX AND PLEDGING CERTAIN SURPLUS REVENUES IN SUPPORT OF THE CERTIFICATES; APPROVING AN OFFICIAL STATEMENT, A PAYING AGENT/REGISTRAR AGREEMENT AND OTHER AGREEMENTS RELATING TO THE SALE AND ISSUANCE OF THE CERTIFICATES; AND ORDAINING OTHER MATTERS RELATING TO THE ISSUANCE OF THE CERTIFICATES; REPEALING ALL ORDINANCES AND ACTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Bastrop, Texas (the "City") deems it advisable to issue certificates of obligation in the amount of $2,800,000 (the "Certificates") for the purpose of paying contractual obligations incurred or to be incurred for (i) equipping the City's public safety departments, including acquisition of fire department equipment to include a pumper truck, aerial ladder truck and self-contained breathing apparatus, and (ii) the payment of professional services in connection therewith including legal, fiscal and engineering fees and the costs of issuing the certificates of obligation; and

WHEREAS, the Certificates hereinafter authorized and designated are to be issued and delivered for cash pursuant to Subchapter C of Chapter 271, Local Government Code and Chapter 1502, Texas Government Code, as amended; and

WHEREAS, on November 12, 2019 the City Council passed a resolution authorizing and directing the City Secretary to give notice of intention to issue the Certificates; and

WHEREAS, the notice was published on November 21, 2019 and November 28, 2019 in *The Bastrop Advertiser*, a newspaper of general circulation in the City and a "newspaper" as defined in Section 2051.044, Government Code; and

WHEREAS, the notice was also posted with the City's website continuously for at least 45 days before the date tentatively set for the passage of this Ordinance; and

WHEREAS, the City has not received a valid petition from the qualified voters of the City protesting the issuance of the Certificates; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Texas Government Code; and

WHEREAS, it is considered to be in the best interest of the City that the interest bearing Certificates be issued; therefor,

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

SECTION 1. RECITALS, AMOUNT AND PURPOSE OF THE CERTIFICATES. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The Certificates of the City of Bastrop, Texas (the "City") are hereby authorized to be issued and delivered in the aggregate principal amount of
$2,800,000 for the purpose of paying contractual obligations incurred or to be incurred for (i) equipping the City's public safety departments, including acquisition of fire department equipment to include a pumper truck, aerial ladder truck and self-contained breathing apparatus, and (ii) the payment of professional services in connection therewith including legal, fiscal and engineering fees and the costs of issuing the certificates of obligation.

SECTION 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITIES OF CERTIFICATES. Each certificate issued pursuant to this Ordinance shall be designated: "CITY OF BASTROP, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2020", and initially there shall be issued, sold, and delivered hereunder fully registered certificates, without interest coupons, dated February 6, 2020, in the denomination and principal amount hereinafter stated, numbered consecutively from R-1 upward (except the initial Certificate delivered to the Attorney General of the State of Texas which shall be numbered T-1), payable to the respective initial registered owners thereof (as designated in Section 12 hereof), or to the registered assignee or assignees of said Certificates or any portion or portions thereof (in each case, the "Registered Owner"), and the outstanding principal amount of the Certificates shall mature and be payable on August 1 in each of the years and in the principal amount, respectively, as set forth in the following schedule:

YEAR	PRINCIPAL AMOUNT	YEAR	PRINCIPAL AMOUNT

The term "Certificate" as used in this Ordinance shall mean and include collectively the Certificates initially issued and delivered pursuant to this Ordinance and all substitute Certificates exchanged therefor, as well as all other substitute Certificates and replacement Certificates issued pursuant hereto.

SECTION 3. INTEREST. The Certificates scheduled to mature during the years, respectively, set forth below shall bear interest from the dates specified in the FORM OF

CERTIFICATE set forth in this Ordinance to their respective dates of maturity at the following rates per annum:

YEAR	INTEREST RATE	YEAR	INTEREST RATE

Interest shall be payable in the manner provided and on the dates stated in the FORM OF CERTIFICATE set forth in this Ordinance.

SECTION 4. CHARACTERISTICS OF THE CERTIFICATES. (a) Registration, Transfer, Conversion and Exchange; Authentication. The City shall keep or cause to be kept at Regions Bank, Houston, Texas (the "Paying Agent/Registrar") books or records for the regis- tration of the transfer, conversion and exchange of the Certificates (the "Registration Books"), and the City hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the City and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Certificate to which payments with respect to the Certificates shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The City shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar shall make the Registration Books available within the State of Texas. The City shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Certificate or Certificates. Registration of assignments, transfers, conversions and exchanges of Certificates shall be made in the manner provided and with the effect stated in the FORM OF CERTIFICATE set forth in this Ordinance. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate.

Except as provided in Section 4(c) of this Ordinance, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate, date and manually sign said Certificate, and no such Certificate shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid

Certificates and Certificates surrendered for conversion and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the City or any other body or person so as to accomplish the foregoing conversion and exchange of any Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Certificates in the manner prescribed herein, and said Certificates shall be printed or typed on paper of customary weight and strength. Pursuant to Chapter 1201, Texas Government Code, as amended, and particularly Subchapter D thereof, the duty of conversion and exchange of Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the converted and exchanged Certificate shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificate which initially was issued and delivered pursuant to this Ordinance, approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

(b) Payment of Certificates and Interest. The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Certificates, and of all conversions and exchanges of Certificates, and all replacements of Certificates, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the past due interest shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Registered Owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(c) In General. The Certificate (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificate to be payable only to the Registered Owners thereof, (ii) may be redeemed prior to their scheduled maturities (notice of which shall be given to the Paying Agent/Registrar by the City at least 45 days prior to any such redemption date which shall indicate to which principal installments the redemption shall be applied), (iii) may be converted and exchanged for other Certificates, (iv) may be transferred and assigned in whole, but not in part, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Certificates shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the City shall have certain duties and responsibilities with respect to the Certificates, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF CERTIFICATE set forth in this Ordinance. The Certificate initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Certificate issued in conversion of and exchange or substitute for any Certificate or Certificates issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF CERTIFICATE.

(d) Substitute Paying Agent/Registrar. The City covenants with the Registered Owners of the Certificates that at all times while the Certificates are outstanding the City will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Certificates under this Ordinance, and that the Paying Agent/Registrar will be one entity. The City reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 30 days written notice to the Paying Agent/Registrar, to be effective at such time which will not disrupt or delay payment on the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the City covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Certificates, to the new Paying Agent/Registrar designated and appointed by the City. Upon any change in the Paying Agent/Registrar, the City promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Certificates, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(e) Book-Entry-Only System. The Certificates issued in exchange for the Certificates initially issued as provided in Section 4(i) shall be issued in the form of a separate single fully registered Certificate for each of the maturities thereof registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("DTC") and except as provided in subsection (f) hereof, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC participants (the "DTC Participant") or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner, as shown on the Registration Books, of any notice with respect to the Certificates, or (iii) the payment to any DTC Participant or any person, other than a Registered Owner, as shown on the Registration Books of any amount with respect to principal of or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, but to the extent permitted by law, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Registration Books as the absolute owner of such Certificate for the purpose of payment of principal of and interest, with respect to such Certificate, for the purposes of registering transfers with respect to such Certificate, and for all other purposes of registering transfers with respect to such Certificates, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Certificates only to or upon the order of the respective Registered Owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized

in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of and interest on the Certificates to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Certificate evidencing the obligation of the City to make payments of principal, and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record Date the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(f) Successor Securities Depository; Transfer Outside Book-Entry-Only System. In the event that the City determines to discontinue the book-entry system through DTC or a successor or DTC determines to discontinue providing its services with respect to the Certificate, the City shall either (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names the Registered Owner transferring or exchanging Certificate shall designate, in accordance with the provisions of this Ordinance.

(g) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificate is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, and interest on such Certificate and all notices with respect to such Certificate shall be made and given, respectively, in the manner provided in the Letter of Representations of the City to DTC.

(h) DTC Blanket Letter of Representations. The City confirms execution of a Blanket Issuer Letter of Representations with DTC establishing the Book-Entry-Only System which will be utilized with respect to the Certificates.

(i) Cancellation of Initial Certificate. On the closing date, one Initial Certificate representing the entire principal amount of the Certificates, payable in stated installments to the order of the purchaser of the Certificates or its designee set forth in Section 12 of this Ordinance, executed by manual or facsimile signature of the Mayor or Mayor Pro-tem and City Secretary, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such Underwriters set forth in Section 12 of this Ordinance or its designee. Upon payment for the Initial Certificate, the Paying Agent/Registrar shall cancel the Initial Certificate and deliver to DTC on behalf of

such Underwriters one registered definitive Certificate for each year of maturity of the Certificates, in the aggregate principal amount of all the Certificates for such maturity.

SECTION 5. FORM OF CERTIFICATE. The form of the Certificate, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Certificate initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

FORM OF CERTIFICATE

NO. R- **UNITED STATES OF AMERICA** **PRINCIPAL**
STATE OF TEXAS **AMOUNT**
COUNTY OF BASTROP **$_____**
CITY OF BASTROP, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION
SERIES 2020

INTEREST RATE	DATE OF CERTIFICATE	MATURITY DATE	CUSIP NO.
	February 6, 2020		

REGISTERED OWNER:

PRINCIPAL AMOUNT: **DOLLARS**

ON THE MATURITY DATE specified above, the CITY OF BASTROP, in the County of Bastrop, State of Texas (the "City"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the principal amount set forth above, and to pay interest thereon from the Date of Certificate, on August 1, 2020 and semiannually on each February 1 and August 1 thereafter to the maturity date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above; except that if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged or converted from is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Certificate shall be paid to the Registered Owner hereof upon presentation and surrender of this Certificate at maturity, or upon the date fixed for its redemption prior to maturity, at Regions Bank, which is the "Paying Agent/Registrar" for this Certificate at its designated office for payment currently, Houston, Texas (the "Designated Payment/Transfer Office"). The payment of interest on this Certificate shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the City required by the ordinance authorizing the issuance of this Certificate (the "Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared at the close of business on the 15th day of the preceding month each such date (the "Record Date") on the registration books kept by the Paying Agent/Registrar (the "Registration Books"). In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Certificate appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice. Notwithstanding the foregoing, during any period in which ownership of the Certificate is determined only by a book entry at a securities depository for the Certificate, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the City and the securities depository.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Certificate prior to maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Certificate for redemption and payment at the Designated Payment/Transfer Office of the Paying Agent/Registrar. The City covenants with the Registered Owner of this Certificate that on or before each principal payment date, interest payment date, and accrued interest payment date for this Certificate it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates, when due.

IF THE DATE for the payment of the principal of or interest on this Certificate shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE is dated February 6, 2020, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of $2,800,000, for the purpose of paying contractual obligations incurred or to be incurred by the City for: (i) equipping the City's public safety departments, including acquisition of fire department equipment to include a pumper truck, aerial ladder truck and self-contained breathing apparatus, and (ii) payment of professional services in connection therewith including legal, engineering, architectural and fiscal fees and the costs of issuing the Certificates.

ON AUGUST 1, 20__, or on any date thereafter, the Certificates of this Series maturing on and after August 1, 20__ may be redeemed prior to their scheduled maturities, at the option of the City, with funds derived from any available and lawful source, at par plus accrued interest to the date fixed for redemption as a whole, or in part, and, if in part, the particular maturities to be redeemed shall be selected and designated by the City and if less than all of a maturity is to be redeemed, the Paying Agent/Registrar shall determine by lot the Certificates, or a portion thereof, within such maturity to be redeemed (provided that a portion of a Certificate may be redeemed only in an integral multiple of $5,000).

WITH RESPECT TO any optional redemption of the Certificates, unless certain prerequisites to such redemption required by the Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

[THE CERTIFICATES MATURING ON AUGUST 1, 20__ are subject to mandatory sinking fund redemption by lot prior to maturity in the following amounts on the following dates and at a price of par plus accrued interest to the redemption date ("Term Bonds").

Term Bonds Maturing on August 1, 20__

Redemption Date	Principal Amount
*	*

*Final Maturity

THE PRINCIPAL AMOUNT of the Term Bonds required to be redeemed pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the City by the principal amount of any Term Bonds of the stated maturity which, at least 50 days prior to a mandatory redemption date, (1) shall have been acquired by the City at a

price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the City with monies in the Interest and Sinking Fund at a price not exceeding the principal amount of the Term Bonds plus accrued interest to the date of purchase thereof, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory sinking fund redemption requirement.]

NO LESS THAN 30 days prior to the date fixed for any such redemption, unless the Purchaser (as defined in the Ordinance) is the sole Registered Owner of all of the outstanding principal amount of the Certificates, the City shall cause the Paying Agent/Registrar to send notice by United States mail, first-class postage prepaid to the Registered Owner of each Certificate to be redeemed at its address as it appeared on the Registration Books of the Paying Agent/Registrar at the close of business on the business day next preceding the date of mailing such notice and to major securities depositories, national bond rating agencies and bond information services; provided, however, that the failure to send, mail or receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of the Certificates. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates. If due provision for such payment is made, all as provided above, the Certificates thereby automatically shall be treated as redeemed prior to its scheduled maturity, and it shall not bear interest after the date fixed for redemption, and it shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment.

ALL CERTIFICATES OF THIS SERIES are issuable solely as fully registered certificates, without interest coupons, in the denomination of $5,000 and any integral multiple of $5,000 in excess thereof. As provided in the Ordinance, this Certificate may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered certificate, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations of $5,000 and in any integral multiple of $5,000 in excess thereof as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Certificate to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Ordinance. Among other requirements for such assignment and transfer, this Certificate must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate or any portion or portions hereof in any denomination of $5,000 and any integral multiple of $5,000 in excess thereof to the assignee or assignees in whose name or names this Certificate or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Certificate may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Certificate or portion thereof will be paid by the City. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or

interest payment date, or (ii) with respect to any Certificate or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date; provided, however, such limitation of transfer shall not be applicable to an exchange by the Registered Owner of the unredeemed balance of the Certificates.

WHENEVER the beneficial ownership of this Certificate is determined by a book entry at a securities depository for the Certificate, the foregoing requirements of holding, delivering or transferring this Certificate shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

IN THE EVENT any Paying Agent/Registrar for the Certificates is changed by the City, resigns, or otherwise ceases to act as such, the City has covenanted in the Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owner of the Certificates.

IT IS FURTHER CERTIFIED that the City has designated the Certificates as "qualified tax-exempt obligations" within the meaning of Section 265(b) of the Internal Revenue Code of 1986.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Certificate have been performed, existed and been done in accordance with law; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said City, and have been pledged for such payment, within the limit prescribed by law, and that this Certificate, together with other obligations of the City, is additionally secured by and payable from the surplus revenues of the City's Waterworks and Sewer System, remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve and other requirements in connection with all of the City's revenue bonds or other obligations (now or hereafter outstanding), which are payable from all or part of the Net Revenues of the City's Waterworks and Sewer System, which amount shall not exceed $1,000 all as provided in the Ordinance.

BY BECOMING the Registered Owner of this Certificate, the Registered Owner thereby acknowledges all of the terms and provisions of the Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the City, and agrees that the terms and provisions of this Certificate and the Ordinance constitute a contract between each Registered Owner hereof and the City.

IN WITNESS WHEREOF, the City has caused this Certificate to be signed with the manual or facsimile signature of the Mayor of the City and countersigned with the manual or

facsimile signature of the City Secretary of said City, and has caused the official seal of the City to be duly impressed, or placed in facsimile, on this Certificate.

_____ _____

City Secretary Mayor

(CITY SEAL)

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

(To be executed if this Certificate is not accompanied by an executed Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Certificate has been issued under the provisions of the Ordinance described in the text of this Certificate; and that this Certificate has been issued in conversion or replacement of, or in exchange for, a certificate, certificates, or a portion of a certificate or certificates of a Series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated

REGIONS BANK
Paying Agent/Registrar

By:_____
Authorized Representative

FORM OF ASSIGNMENT:

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

_____

_____

Please insert Social Security or Taxpayer Identification Number of Transferee

_____

_____

(Please print or typewrite name and address, including zip code, of Transferee)

_____

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____ _____

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Certificate in every particular, without alteration or enlargement or any change whatsoever.

FORM OF REGISTRATION CERTIFICATE OF
THE COMPTROLLER OF PUBLIC ACCOUNTS:

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this Certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this Certificate has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this

_____
Comptroller of Public Accounts
of the State of Texas

(COMPTROLLER'S SEAL)

INSERTIONS FOR THE INITIAL CERTIFICATE

The Initial Certificate shall be in the form set forth in this Section, except that:

A. immediately under the name of the Certificates, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words “As Shown Below” and "CUSIP NO." shall be deleted.

B. The first paragraph shall be deleted and the following will be inserted:

"**ON THE DATE SPECIFIED BELOW,** the City of Bastrop, Texas (the "City"), being a political subdivision, hereby promises to pay the annual installments set forth below to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on August 1 in each of the years, in the principal installments in the following schedule and bearing interest at the per annum rate stated above:

Year	Principal Amount	Interest Rates

(Information from Sections 2 and 3 to be inserted)

The City promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Closing Date at the respective Interest Rate per annum specified above. Interest is payable on August 1, 2020 and semiannually on each February 1 and August 1 thereafter to the date of payment of the principal installment specified above; except, that if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full."

C. The Initial Certificate shall be numbered "T-1."

SECTION 6. INTEREST AND SINKING FUND. A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the City at an official depository bank of said City. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said City, and shall be used only for paying the interest on and principal of said Certificates. All ad valorem taxes levied and collected for and on account of said Certificates shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Certificates are outstanding and unpaid, the governing body of said City shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on said Certificates as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Certificates as such principal matures (but never less than 2% of the original amount of said Certificates as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said City, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said City, for each year while any of said Certificates are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Certificates, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. Accrued interest and any premium on the Certificates shall be deposited in the Interest and Sinking Fund and used to pay interest on the Certificates.

SECTION 7. REVENUES. The Certificates together with other obligations of the City, are additionally secured by and shall be payable from a limited pledge of the surplus revenues of the City's Waterworks and Sewer System remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve, and other requirements in connection with all of the City's revenue bonds or other obligation (now or hereafter outstanding) which are payable from all or any part of the net revenues of the City's Waterworks and Sewer System, with such amount not to exceed $1,000 constituting "Surplus Revenues." The City shall deposit such Surplus Revenues to the credit of the Interest and Sinking Fund created pursuant to Section 6, to the extent necessary to pay the principal and interest on the Certificates. Notwithstanding the requirements of Section 6, if Surplus Revenues are actually on deposit or budgeted for deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes which otherwise would have been required to be levied pursuant to Section 6 may be reduced to the extent and by the amount of the Surplus Revenues then on deposit in the Interest and Sinking Fund or budgeted for deposit therein.

The Mayor of the City Council of the City and the City Secretary of the City are hereby ordered to do any and all things necessary to accomplish the transfer of monies to the Interest and Sinking Fund of this issue in ample time to pay such items of principal and interest.

SECTION 8. DEFEASANCE OF CERTIFICATES. (a) Any Certificate and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Certificate") within the meaning of this Ordinance, except to the extent provided in subsections (c) and (e) of this Section 8, when payment of the principal of such Certificate, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption or the establishment of irrevocable provisions for the giving of such notice) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar or an eligible trust company or commercial bank for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the City with the Paying Agent/Registrar or an eligible trust company or commercial bank for the payment of its services until all Defeased Certificates shall have become due and payable or (3) any combination of (1) and (2). At such time as a Certificate shall be deemed to be a Defeased Certificate hereunder, as aforesaid, such Certificate and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes or revenues herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of a Certificate as aforesaid when proper notice of redemption of such Certificates shall have been given or upon the establishment of irrevocable provisions for the giving of such notice, in

accordance with this Ordinance. Any money so deposited with the Paying Agent/Registrar or an eligible trust company or commercial bank as provided in this Section may at the discretion of the City Council of the City also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section which is not required for the payment of such Certificate and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be remitted to the City Council of the City.

(c) Notwithstanding any provision of any other Section of this Ordinance which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of the Certificates and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Certificates and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until all Defeased Certificates shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(d) Notwithstanding anything elsewhere in this Ordinance, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section for the payment of Certificates and such Certificates shall not have in fact been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the registered owner of each Certificate affected thereby.

(e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Certificate to be paid at its maturity, the City retains the right under Texas law to later call that Defeased Certificate for redemption in accordance with the provisions of this Ordinance, the City may call such Defeased Certificate for redemption upon complying with the provisions of Texas law and upon the satisfaction of the provisions of subsection (a) immediately above with respect to such Defeased Certificate as though it was being defeased at the time of the exercise of the option to redeem the Defeased Certificate and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Certificate.

As used in this Section, "Defeasance Securities" means (i) Federal Securities, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the City Council of the City adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Certificates are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, and (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the City Council of the City adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for

the funding of an escrow to effect the defeasance of the Certificates, are rated as to investment quality by a nationally recognized investment rating firm no less than "AAA" or its equivalent. "Federal Securities" as used herein means direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America (including Interest Strips of the Resolution Funding Corporation).

SECTION 9. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES. (a) Replacement Certificates. In the event any outstanding Certificate is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new certificate of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Certificate, in replacement for such Certificate in the manner hereinafter provided.

(b) Application for Replacement Certificates. Application for replacement of damaged, mutilated, lost, stolen or destroyed Certificates shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Certificate, the Registered Owner applying for a replacement certificate shall furnish to the City and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Certificate, the Registered Owner shall furnish to the City and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Certificate, as the case may be. In every case of damage or mutilation of a Certificate, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Certificate so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Certificates shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Certificates, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate) instead of issuing a replacement Certificate, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Certificates. Prior to the issuance of any replacement certificate, the Paying Agent/Registrar shall charge the Registered Owner of such Certificate with all legal, printing, and other expenses in connection therewith. Every replacement Certificate issued pursuant to the provisions of this Section by virtue of the fact that any Certificate is lost, stolen or destroyed shall constitute a contractual obligation of the City whether or not the lost, stolen or destroyed Certificate shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Certificates duly issued under this Ordinance.

(e) Authority for Issuing Replacement Certificates. In accordance with Subchapter B of Chapter 1206, Texas Government Code, this Section 9 of this Ordinance shall constitute authority for the issuance of any such replacement Certificate without necessity of further action by the governing body of the City or any other body or person, and the duty of the replacement of such Certificate is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificate in the form and

manner and with the effect, as provided in Section 4(a) of this Ordinance for the Certificates issued in conversion and exchange for other Certificates.

SECTION 10. CUSTODY, APPROVAL, AND REGISTRATION OF THE CERTIFICATE; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED. The Mayor of the City Council of the City is hereby authorized to have control of the Certificate initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificate pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Certificate said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Certificate, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the City's Bond Counsel and the assigned CUSIP numbers, if any, may, at the option of the City, be printed on the Certificate issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Certificate. In addition, if bond insurance is obtained, the Certificate may bear an appropriate legend as provided by the insurer.

SECTION 11. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE CERTIFICATES. (a) Covenants. The City covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Certificates as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

A to take any action to assure that no more than 10 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds of the Certificates or the projects financed therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates, in contravention of section 141(b)(2) of the Code;

(3) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(4) to take any action to assure that no amount which is greater than the lesser of $5,000,000, or 5 percent of the proceeds of the Certificates (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(5) to refrain from taking any action which would otherwise result in the Certificates being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(6) to refrain from taking any action that would result in the Certificates being "federally guaranteed" within the meaning of section 149(b) of the Code;

(7) to refrain from using any portion of the proceeds of the Certificates, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Certificates, other than investment property acquired with --

(A) proceeds of the Certificates invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90 days,

(B) amounts invested in a bona fide debt service fund, within the meaning of section l.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Certificates;

(8) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings);

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificates) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Certificates have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

(10) to assure that the proceeds of the Certificates will be used solely for new money projects.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (8), a "Rebate Fund" is hereby established by the City for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) [and] proceeds of the refunded bonds expended prior to the date of issuance of the Certificates. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Certificates, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Certificates, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the City Manager or Director of Finance to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates. This Ordinance is intended to satisfy the official intent requirements set forth in Section 1.150-2 of the Treasury Regulations.

(d) Allocation Of, and Limitation On, Expenditures for the Project. The City covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Ordinance (the "Project") on its books and records in accordance with the requirements of the Internal Revenue Code. The City recognizes that in order for proceeds to be expended under the Internal Revenue Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Certificates, or (2) the date the Certificates are retired. The City agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Certificates. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Designation as Qualified Tax-Exempt Obligations. The City hereby designates the Certificates as "qualified tax-exempt bonds" as defined in section 265(b)(3) of the Code. In furtherance of such designation, the City represents, covenants and warrants the following: (a) that during the calendar year in which the Certificates are issued, the City (including any subordinate entities) has not designated nor will designate bonds, which when aggregated with the Certificates, will result in more than $10,000,000 of "qualified tax-exempt bonds" being issued; (b) that the City reasonably anticipates that the amount of tax-exempt obligations issued, during the calendar year in which the Certificates are issued, by the City (or any subordinate entities) will not exceed $10,000,000; and (c) that the City will take such action or refrain from such action as necessary, and as more particularly set forth in this Section, in

order that the Certificates will not be considered "private activity bonds" within the meaning of section 141 of the Code.

(f) Disposition of Project. The City covenants that the property constituting the projects financed with the proceeds of the Certificates will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Certificates. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(g) Written Procedures. Unless superseded by another action of the City, to ensure compliance with the covenants contained herein regarding private business use, remedial actions, arbitrage and rebate, the City hereby adopts and establishes the instructions attached hereto as Exhibit "A" as their written procedures for the Certificates and any other tax-exempt debt or obligation outstanding or hereafter issued.

SECTION 12. SALE OF CERTIFICATES. The Certificates are hereby sold to the bidder whose bid produced the lowest net effective interest rate, pursuant to the taking of public bids therefor, on this date, and shall be delivered to a syndicate of the purchaser represented by _____ (collectively, the "Purchaser") at a price of $_____, representing the par amount of the Certificates, plus a reoffering premium of $_____, less an underwriter's discount of $_____. The Certificates shall initially be registered in the name of CEDE & Co.

SECTION 13. DEFAULT AND REMEDIES.

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default: (i) the failure to make payment of the principal of or interest on any of the Certificates when the same becomes due and payable; or (ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the Registered Owners of the Certificates, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the City.

(b) Remedies for Default. (i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the City, or any official, officer or employee of the City in their official capacity, for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies; (ii) It is provided that

all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Certificates then outstanding.

(c) Remedies Not Exclusive. (i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance. (ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy. (iii) By accepting the delivery of a Certificate authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the City or the City Council. (iv) None of the members of the City Council, nor any other official or officer, agent, or employee of the City, shall be charged personally by the Registered Owners with any liability, or be held personally liable to the Registered Owners under any term or provision of this Ordinance, or because of any Event of Default or alleged Event of Default under this Ordinance.

SECTION 14. ESTABLISHMENT OF CONSTRUCTION FUND AND INTEREST EARNINGS. (a) Construction Fund. A special fund or account, to be designated the City of Bastrop Series 2020 Certificate of Obligation Construction Fund (the "2020 Construction Fund") is hereby created and shall be established and maintained by the City at a depository bank of the City. The 2020 Construction Fund shall be kept separate and apart from all other funds and accounts of the City. The Construction Fund and the Interest and Sinking Fund shall be invested in accordance with the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended, and the City's Investment Policy.

(b) Interest Earnings. Interest earnings derived from the investment of proceeds from the sale of the Certificates shall be used along with the Certificate proceeds for the purpose for which the Certificates are issued as set forth in Section 1 hereof or to pay principal or interest payments on the Certificates; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on bond proceeds which are required to be rebated to the United States of America pursuant to Section 11 hereof in order to prevent the Certificates from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

SECTION 15. APPROVAL OF OFFICIAL STATEMENT. The City hereby approves the form and content of the Official Statement relating to the Certificates and any addenda, supplement or amendment thereto, and approves the distribution of such Official Statement in the reoffering of the Certificates by the Purchaser in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Preliminary Official Statement dated January 8, 2020 prior to the date hereof is confirmed, approved and ratified. The City Council hereby finds and determines that the Preliminary Official Statement

and final Official Statement were "deemed final" (as that term is defined in 17 CFR Section 240.15c(2)-12) as of their respective dates.

SECTION 16. APPROVAL OF PAYING AGENT/REGISTRAR AGREEMENT. Attached hereto as Exhibit "B" is a substantially final form of the Paying Agent/Registrar Agreement with an attached Blanket Issuer Letter of Representation. The Mayor of the City Council of the City is hereby authorized to amend, complete or modify such agreement as necessary and is further authorized to execute such agreement and the City Secretary is hereby authorized to attest such agreement.

SECTION 17. CONTINUING DISCLOSURE UNDERTAKING. (a) Annual Reports. The City shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, (i) within six months after the end of each fiscal year of the City ending in or after 2019, financial information and operating data, which information and data may be unaudited, with respect to the City of the general type included in the final Official Statement authorized by Section 15 of this Ordinance, being the information described in Exhibit "C" hereto and (ii) if not provided as part of such financial information and operating data, audited financial statements of the City, within twelve months after the end of each fiscal year of the City ending in or after 2019. Any financial statements to be so provided shall be (1) prepared in accordance with the accounting principles described in Exhibit "A" hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall provide unaudited financial statements within such period, and audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements become available.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet web site or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(b) Event Notices. The City shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, of any of the following events with respect to the Certificates:

A. Principal and interest payment delinquencies;

B. Non-payment related defaults, if material within the meaning of the federal securities laws;

C. Unscheduled draws on debt service reserves reflecting financial difficulties;

D. Unscheduled draws on credit enhancements reflecting financial difficulties;

E. Substitution of credit or liquidity providers, or their failure to perform;

F. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701–TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other events affecting the tax status of the Certificates

G. Modifications to rights of holders of the Certificates, if material within the meaning of the federal securities laws;

H. Certificate calls, if material within the meaning of the federal securities laws;

I. Defeasances;

J. Release, substitution, or sale of property securing repayment of the Certificates, if material within the meaning of the federal securities laws;

K. Rating changes;

L. Bankruptcy, insolvency, receivership or similar event of the City;

M. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material within the meaning of the federal securities laws; and

N. Appointment of a successor or additional trustee or the change of name of a trustee, if material within the meaning of the federal securities laws;

O. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and

P. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

The City shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (a) of this Section by the time required by such subsection. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(c) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with Section 12.02 of this Ordinance that causes the Certificates no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Should the Rule be amended to obligate the City to make filings with or provide notices to entities other than the MSRB, the City hereby agrees to undertake such obligation with respect to the Certificates in accordance with the Rule as amended.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the

provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Certificates consents to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interest of the holders and beneficial owners of the Certificates. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with paragraph (a) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates.

SECTION 19. NO RECOURSE AGAINST CITY OFFICIALS. No recourse shall be had for the payment of principal of or interest on the Certificates or for any claim based thereon or on this Ordinance against any official of the City or any person executing any Certificates.

SECTION 20. FURTHER ACTIONS. The officers and employees of the City are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Certificates, the initial sale and delivery of the Certificates, the Paying Agent/Registrar Agreement, and any insurance commitment letter or insurance policy. In addition, prior to the initial delivery of the Certificates, the Mayor, the City Secretary, the City Manager or Assistant City Manager, the City Attorney and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance and as described in the Official Statement, (ii) obtain a rating from any of the national bond rating agencies or satisfy requirements of any bond insurer, or (iii) obtain the approval of the Certificates by the Attorney General's office.

In case any officer of the City whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 21. INTERPRETATIONS. All terms defined herein and all pronouns used in this Ordinance shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any

way modify or restrict any of the terms or provisions hereof. This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Certificates and the validity of the lien on and pledge to secure the payment of the Certificates.

SECTION 22. INCONSISTENT PROVISIONS. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provisions of this Ordinance are hereby repealed to the extent of such conflict and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 23. INTERESTED PARTIES. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City and the Registered Owners of the Certificates, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City and the registered owners of the Certificates.

SECTION 24. INCORPORATION OF RECITALS. The City hereby finds that the statements set forth in the recitals of this Ordinance are true and correct, and the City hereby incorporates such recitals as a part of this Ordinance.

SECTION 25. REPEALER. All orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

SECTION 26. SEVERABILITY. The provisions of this Ordinance are severable; and in case any one or more of the provisions of this Ordinance or the application thereof to any person or circumstance should be held to be invalid, unconstitutional, or ineffective as to any person or circumstance, the remainder of this Ordinance nevertheless shall be valid, and the application of any such invalid provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

SECTION 27. PERFECTION. Chapter 1208, Government Code, applies to the issuance of the Certificates and the pledge of ad valorem taxes and revenues granted by the City under Sections 6 and 7 of this Ordinance, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Certificates are outstanding and unpaid such that the pledge of ad valorem taxes and revenues granted by the City under Sections 6 and 7 of this Ordinance is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the registered owners of the Certificates the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

SECTION 28. EFFECTIVE DATE. This Ordinance shall become effect immediately from and after its passage on first and final reading in accordance with Section 1201.028, Texas Government Code, as amended.

SECTION 29. NO PERSONAL LIABILITY. No covenant or agreement contained in the Certificates, this Ordinance or any corollary instrument shall be deemed to be the covenant or agreement of any member of the City Council or any officer, agent, employee or representative of the City Council in his individual capacity, and neither the directors, officers, agents, employees or representatives of the City Council nor any person executing the Certificates shall be personally liable thereon or be subject to any personal liability for damages or otherwise or accountability by reason of the issuance thereof, or any actions taken or duties performed, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability being expressly released and waived as a condition of and in consideration for the issuance of the Certificates.

SECTION 30. CUSTODY, APPROVAL, AND REGISTRATION OF CERTIFICATE; BOND COUNSEL'S OPINION; AND CONTINGENT INSURANCE PROVISION, IF OBTAINED. The Mayor of the City is hereby authorized to have control of the Certificate initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificate pending its delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Certificate said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Certificate, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the City's Bond Counsel, at the option of the City, be printed on the Certificate issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owner of the Certificate. In addition, if bond insurance is obtained, the Certificate may bear an appropriate legend as provided by the insurer.

IN ACCORDANCE WITH SECTION 1201.028, Texas Government Code, passed and approved on the final reading on the 14th day of January, 2020.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

EXHIBIT "A"

WRITTEN PROCEDURES RELATING TO CONTINUING COMPLIANCE WITH FEDERAL TAX COVENANTS

A. Arbitrage. With respect to the investment and expenditure of the proceeds of the Bonds, Notes, Certificates, Leases or other Obligations now or hereafter outstanding as having the interest on such debt exempt from Federal income taxes of the debt holder (the "Obligations") the Issuer's City Manager or Director of Finance (the "Responsible Person") will, as applicable to each issuance of Obligations:

- instruct the appropriate person or persons that the construction, renovation or acquisition of the facilities must proceed with due diligence and that binding contracts for the expenditure of at least 5% of the proceeds of the Obligations will be entered into within 6 months of the Issue Date;
- monitor that at least 85% of the proceeds of the Obligations to be used for the construction, renovation or acquisition of any facilities are expended within 3 years of the date of delivery of the Obligations ("Issue Date");
- restrict the yield of the investments to the yield on the Obligations after 3 years of the Issue Date;
- monitor all amounts deposited into a sinking fund or funds, e.g., the Debt Service Fund/Bond Fund/Interest and Sinking Fund, to assure that the maximum amount invested at a yield higher than the yield on the Obligations does not exceed an amount equal to the debt service on the Obligations in the succeeding 12-month period plus a carryover amount equal to one-twelfth of the principal and interest payable on the Obligations for the immediately preceding 12-month period;
- ensure that no more than 50% of the proceeds of the Obligations are invested in an investment with a guaranteed yield for 4 years or more;
- assure that the maximum amount of any reserve fund for any Obligations invested at a yield higher than the yield on the Obligations will not exceed the lesser of (1) 10% of the principal amount of the Obligations, (2) 125% of the average annual debt service on the Obligations measured as of the Issue Date, or (3) 100% of the maximum annual debt service on the Obligations as of the Issue Date;
- monitor the actions of the escrow agent (to the extent an escrow is funded with proceeds) to ensure compliance with the applicable provisions of the escrow agreement, including with respect to reinvestment of cash balances;
- maintain any official action of the Issuer (such as a reimbursement resolution) stating its intent to reimburse with the proceeds of the Obligations any amount expended prior to the Issue Date for the acquisition, renovation or construction of the facilities;
- ensure that the applicable information return (e.g., IRS Form 8038-G, 8038-GC, or any successor forms) is timely filed with the IRS;
- assure that, unless excepted from rebate and yield restriction under section 148(f) of the Code, excess investment earnings are computed and paid to the U.S. government at such time and in such manner as directed by the IRS (i)

at least every 5 years after the Issue Date and (ii) within 30 days after the date the Obligations are retired.

B. Private Business Use. With respect to the use of the facilities financed or refinanced with the proceeds of the Bonds the Responsible Person will:

- monitor the date on which the facilities are substantially complete and available to be used for the purpose intended;
- monitor whether, at any time the Obligations are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has any contractual right (such as a lease, purchase, management or other service agreement) with respect to any portion of the facilities;
- monitor whether, at any time the Obligations are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has a right to use the output of the facilities (e.g., water, gas, electricity);
- monitor whether, at any time the Obligations are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has a right to use the facilities to conduct or to direct the conduct of research;
- determine whether, at any time the Obligations are outstanding, any person, other than the Issuer, has a naming right for the facilities or any other contractual right granting an intangible benefit;
- determine whether, at any time the Obligations are outstanding, the facilities are sold or otherwise disposed of; and
- take such action as is necessary to remediate any failure to maintain compliance with the covenants contained in the Order related to the public use of the facilities.

C. Record Retention. The Responsible Persons will maintain or cause to be maintained all records relating to the investment and expenditure of the proceeds of the Obligations and the use of the facilities financed or refinanced thereby for a period ending three (3) years after the complete extinguishment of the Obligations. If any portion of the Obligations is refunded with the proceeds of another series of tax-exempt obligations, such records shall be maintained until the three (3) years after the refunding obligations are completely extinguished. Such records can be maintained in paper or electronic format.

D. Responsible Persons. Each Responsible Person shall receive appropriate training regarding the Issuer's accounting system, contract intake system, facilities management and other systems necessary to track the investment and expenditure of the proceeds and the use of the facilities financed with the proceeds of the Obligations. The foregoing notwithstanding, the Responsible Persons are authorized and instructed to retain such experienced advisors and agents as may be necessary to carry out the purposes of these instructions.

EXHIBIT "B"

PAYING AGENT/REGISTRAR AGREEMENT

EXHIBIT "C"

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Section 17 of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

(1) Table 1 - Valuation, Exemptions and General Obligation Debt;
(2) Table 2 - Valuation and General Obligation Debt History;
(3) Table 3 - Tax Rate, Levy and Collection History;
(4) Table 4 - Ten Largest Taxpayers;
(5) Table 5 – Pro Forma Ad Valorem Tax Debt Service Requirements;
(6) Table 7 - Interest and Sinking Fund Budget Projections;
(7) Table 8 - Authorized But Unissued General Obligation Bonds
(8) Table 9 - General Fund Revenues and Expenditure History;
(9) Table 10 - Municipal Sales Tax History;
(10) Table 11 - Current Investments;
(11) Appendix B - Excerpts from the City's Annual Financial Report

Accounting Principles

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements referred to in the paragraph above.

STAFF REPORT

MEETING DATE: January 14, 2020 **AGENDA ITEM**: 9K

TITLE:
Consider action to approve Resolution No. R-2020-10 of the City Council of the City of Bastrop, Texas, establishing a required retainage of ten percent (10%) be held as part of Public Construction Projects, authorizing the City Manager to execute all necessary documents; and providing an effective date.

STAFF REPRESENTATIVE:
Trey Job, Assistant City Manager of Development Services

BACKGROUND/HISTORY:
Retainage is the withholding of a portion of each progress payment earned by a contractor or subcontractor until a construction project is complete. Retainage is calculated as a percentage of each progress payment, typically five to ten (5% to 10%) of the payment. It is routinely called for in both private and public construction contracts. On public projects, state laws often require the use of retainage and specify the amount and the conditions for releasing it. Otherwise, retainage is governed by contract. Construction contracts between the general contractor and subcontractors normally also contain retainage provisions.

The benefits of retainage to owners is it provides a strong financial incentive to complete a project. Withholding retainage gives the contractor an economic incentive to stay on the job, work until completion, and correct any remaining details. Near the end of a project, without retainage the contractor may find that it will cost more to complete the work than the remaining contract funds. The retainage is only a small percentage of the payments made to the contractor as the work progresses, but by the end of the job it provides a strong economic incentive to complete the project.

It provides readily available funds to remedy a default if a general contractor fails to complete a project, retainage provides an immediate source of funds for the owner to use to cure the performance default, particularly if it occurs at the latter stages of the project. Subcontractors and suppliers also benefit because retainage can be used to pay them if the contractor defaults.

Recently, the City of Bastrop has awarded multiple projects to various contractors using five percent. Staff is recommending the retainage amount be set to ten percent (10%).

POLICY EXPLANATION:
Texas Local Government Code Section 51.001 provides the City general authority to adopt an Ordinance or police regulations that are for the good government, peace, or order of the City and is necessary or proper for carrying out a power granted by law to the City.

FUNDING SOURCE:
N/A

RECOMMENDATION:
Consider action to approve Resolution No. R-2020-10 of the City Council of the City of Bastrop, Texas, establishing a required retainage of ten percent (10%) be held as part of Public Construction Projects, authorizing the City Manager to execute all necessary documents; and providing an effective date.

ATTACHMENTS:

- Resolution R-2020-10

RESOLUTION NO. R-2020-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, ESTABLISHING A REQUIRED RETAINAGE OF TEN PERCENT (10%) BE HELD AS PART OF PUBLIC CONSTRUCTION PROJECTS; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the 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 City Council understands retainage provides a strong financial incentive to complete a project. Withholding retainage gives the contractor an economic incentive to stay on the job, work until completion, and correct any remaining details; and

WHEREAS, the City Council as understands ten percent retainage provides readily available funds to remedy a default if a general contractor fails to complete a project, retainage provides an immediate source of funds for the owner to use to cure the performance default, particularly if it occurs at the latter stages of the project.

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

Section 1: That the City Manager and City Staff will require contract retainage to be ten percent 10% for all future contracts.

Section 2: That the City Council of the City of Bastrop requires all future contracts hold a retainage amount of ten percent (10%) to provide consistency and a financial incentive to contractors to correct any deficiencies related to Public Construction Projects.

Section 3: 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 4: That this Resolution shall take effect immediately upon its passage, and it resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 14th day of January, 2020.

APPROVED:

_____

Connie B. Schroeder, Mayor

ATTEST:

_____

Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____

Alan Bojorquez, City Attorney

STAFF REPORT

MEETING DATE: January 14, 2020 **AGENDA ITEM**: 9L

TITLE:
Consider action to approve Resolution No. R-2020-11 of the City Council of the City of Bastrop, Texas awarding a contract with Simplecity Design LLC for professional planning and urban design services in an amount not to exceed Thirty Thousand and 00/100 Dollars ($30,000.00), as attached is Exhibit A; authorize the City Manager to execute necessary documents; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:
Lynda Humble, City Manager

BACKGROUND/HISTORY:
The City of Bastrop City Council, set out to restore the goals of the community that will continue to preserve the history of Bastrop while embracing the impending grow that continues to travel east from Austin, Texas. City Council realized early that writing a "traditional" zoning ordinance would not achieve the Purpose Statement created, which is:

> "***To create a fiscally sustainable community through land-use regulations that are authentic Bastrop and geographically sensitive.***"

Through a common goal and shared vision the City Council set out to accomplish the daunting task. Now with clear policy guidance, City Staff and SimpleCity Design began the work of writing the new city codes. After a plethora of public meeting with citizens, developers, and home builders It was determined that a Unified Development Code to be known as Bastrop Building Block (B^3) Development Code, accompanied by a B^3 Pattern Book, and Technical Criteria Manual could be created that would ensure all aspects of the City's Purpose Statement would be achieved.

This code that has been developed to create a fiscally sustainable community, that are specifically geographically sensitive without having a one-size-fits-all approach, and ensuring that the end-result is Authentic Bastrop using the DNA analysis extracted from Downtown as its foundation. Now that the B^3 code was adopted on November 12, 2019, staff wants to ensure proper interpretation of the codes to complete the Council's Vision and will utilize Simplecity's expertise and knowledge, when needed

POLICY EXPLANATION:
As a part of the Policy Statement adopted by Council, staff recognizes that the single most important element of achieving fiscal sustainability through land use that is authentic to Bastrop and geographically sensitive will be the implementation of the newly adopted codes.

FUNDING SOURCE:
FY 20 Budget – Development Fees

RECOMMENDATION:
Consider action to approve Resolution No. R-2020-11 of the City Council of the City of Bastrop, Texas awarding a contract with Simplecity Design LLC for professional planning and urban design services in an amount not to exceed Thirty Thousand and 00/100 Dollars ($30,000.00), as attached is Exhibit A; authorize the City Manager to execute necessary documents; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution
- SimpleCity on call contract

RESOLUTION NO. R-2020-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AWARDING A CONTRACT WITH SIMPLECITY DESIGN LLC FOR PROFESSIONAL PLANNING AND URBAN DESIGN SERVICES IN AN AMOUNT NOT TO EXCEED THIRTY THOUSAND AND 00/100 DOLLARS ($30,000.00), AS ATTACHED IS EXHIBIT A; AUTHORIZE THE CITY MANAGER TO EXECUTE NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, once the Design and Code Rodeos were completed, it became obvious that writing a "traditional" zoning ordinance would not achieve the Purpose Statement created by Council, which is ***"to create a fiscally sustainable community through land-use regulations that are authentic Bastrop and geographically sensitive;"*** and

WHEREAS, it was also determined that it would also not resolved the conflicts that exists between Ordinances that regulate development in our existing Code of Ordinances; and

WHEREAS, it was determined that a Unified Development Code to be known as Bastrop Building Block (B^3) Development Code, accompanied by a B^3 Pattern Book, and Technical Criteria Manual could be created that would ensure all aspects of the City's Purpose Statement would be achieved; and

WHEREAS, now that the B³ code was adopted on November 12, 2019, staff wants to ensure proper implementation of the codes to complete the Council's Vision and will utilize Simplecity's expertise and knowledge, when needed; and

WHEREAS, City Council understands that implementation of the Bastrop Building Block Code (B³) is one of the most important steps to achieving fiscal sustainability.

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

Section 1: That the City Manager is hereby authorized to execute a Contract with SimpleCity Design, LLC which is attached as Exhibit A.

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 14th, day of January, 2020.

APPROVED:

_____
Connie B. Schroeder, Mayor

ATTEST:

_____
Ann Franklin, City Secretary

APPROVED AS TO FORM:

_____
Alan Bojorquez, City Attorney

PROFESSIONAL SERVICES AGREEMENT

This Agreement, made and entered into this, the ____ day of _____ 2020, by and between the **City of Bastrop,** Texas (hereinafter referred to as the "City") and **SimplecityDesign, LLC**, (hereinafter referred to as "Simplecity"), is understood and agreed to be as set forth herein:

1. **Description of Services:** The City, in connection with carrying out the duties of its Bastrop Building Block Codes requires the services of a planning and urban design consulting firm.

   (a) Provide development review, assistance, recommendations, and revisions.

   (b) Attend meetings with City Staff for Development Review Committee (DRC), development submittals, site visits, or other meetings as requested.

   (c) Assist in the creation, review, or modifications of Regulating Plans, Neighborhood Plans, or other plans as requested.

   (d) Provide assistance with urban design, architectural review, street design, building types, lot occupancy or configurations, and other design related requests as needed.

   (e) Assist with plat review, place type change or designation requests, civic space determinations, building plans, site plans or other plans as requested.

   (f) Assist in B3 Code, pattern book, B3 Technical Manual or other documents modifications, updates, or interpretations.

   (g) Assist in process updates, development manual revisions, or other procedural assistance as requested.

2. **Payment for Services:** The City will compensate Simplecity according to the Task Orders attached and incorporated herein as Exhibit "A" and subsequent Task Orders for Planning and Urban Design services approved by the City Council or City Manager during the term of this agreement. Simplecity shall invoice City monthly for services performed. Invoice shall include a description of the project and type of work performed. Additional services and payment for such services must be approved in writing by the City before such services are provided.

3. **Duration:** This Agreement shall be in effect for a period of one-year (12 months).

4. **Renewal:** This Agreement shall automatically renew for successive one-year periods up to a term of five (5) years, unless terminated, as set out below.

5. **Termination:** Either party may terminate this Agreement by a thirty (30) day written notice.

6. **Relationship of Parties:** It is understood by the parties that Simplecity is an independent contractor with respect to the City and not an employee of the City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Simplecity.

7. **Limitations:** During the term of this agreement, Simplecity will contact the City in writing if a potential conflict of interest with a third-party client may exist. If the City Council finds that a project for a third-party client of Simplecity has a direct conflict with the City's interests, the City Council shall contact Simplecity in writing. If the conflict of interest cannot be resolved to either the party's satisfaction, either the Engineer or the City Council may terminate this Agreement with seven (7) days' notice to the other party.

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

9. **Mandatory Disclosures:** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, Simplecity has submitted to the City a copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (pursuant to Texasl Local Government Code Chapter 176) and the Affidavit regarding Prohibition on Contracts with Companies Boycotting Israel (pursuant to Texas Government Code Chapter 2270). Simplecity must also complete Form 1295 (available online here: https://www.ethics.state.tx.us/whatsnews/elf_info_form1295.htm), as required by the Texas Ethics Commission, and submit it to the City.

10. **Injuries/Insurance:** Simplecity, acknowledges his/her obligation to obtain appropriate insurance coverage for the benefit of Simplecity's employees, if any. Simplecity waives the rights to recovery from City for any injuries that Simplecity and/or Simplecity's employees may sustain while performing services under this Agreement. Simplecity shall provide a copy of insurance coverage to City at least ten (10) days prior to end of any existing coverage period. Insurance requirements are attached and incorporated herein as Exhibit C – Insurance.

11. **Indemnification:** Simplecity agrees to indemnify and hold City harmless from all claims, losses, expenses, fees, including attorney's fees, costs and judgments that may be asserted against City that result from acts or omissions of Simplecity, Simplecity's employees, if any, and Simplecity's agents.

12. Assignment: Simplecity's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City.

13. Notice: All notice required or permitted under this Agreement 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:	**For Simplecity Design, LLC:**
Attention: City Manager City of Bastrop P.O. Box 427 Bastrop, TX 78602 512-332-8800	Attention: Matt Lewis Simplecity Design, LLC 120 West Hopkins #101 San Marcos, TX 78666 512-667-7201

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.

14. Entire Agreement: This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes and prior written agreements between the parties.

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

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

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

18. Applicable Law: The laws of the State of Texas shall govern this Agreement.

19. Venue: The venue for any and all legal disputes arising under this Agreement shall be ***Bastrop County, Texas***.

20. Ownership of Intellectual Property: All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under

this agreement, is a “work made for hire” and will be the property of the City. The use of the Intellectual Property by the City will not be restricted in any manner. Simplecity may use the Intellectual Property for promotion of work and past examples of work performed. Simplecity may use the Intellectual Property for promotion of work and past examples of work performed.

21. Return of Property: Upon the expiry or termination of this Agreement, Simplecity will return to the City any property, documentation, records, or confidential information which is the property of the Client.

CITY OF BASTROP:	**SIMPLECITY DESIGN, LLC.**
_____	_____
Lynda Humble, City Manager	Matthew Lewis, President
_____	_____
Date	Date

ATTEST:

_____
Ann Franklin, City Secretary

ON CALL PROFESSIONAL PLANNING AND URBAN DESIGN SERVICES CONTRACT

SCOPE OF SERVICES- EXHIBIT "A"

TASKS:

1. Provide development review, assistance, recommendations, and revisions.
2. Attend meetings with City Staff for Development Review Committee (DRC), development submittals, site visits, or other meetings as requested.
3. Assist in the creation, review, or modifications of Regulating Plans, Neighborhood Plans or other plans as requested.
4. Attend meetings to provide City Council, and boards and commissions updates as requested.
5. Provide assistance with urban design, architectural review, street design, building types, lot occupancy or configurations, and other design related requests as needed.
6. Assist with plat review, place type change or designation requests, civic space determinations, building plans, site plans or other plans as requested.
7. Assist in B3 Code, pattern book, B3TM or other documents modifications, updates, or interpretations.
8. Assist in process updates, development manual revisions, or other procedural assistance as requested.

Hourly Rate For Services

Project Lead & Urban Design Staff: $200.00

Architecture & Illustrative Rendering Staff: $195.00

Planning & Design Staff: $150.00

GIS Staff: $125.00

Administrative Staff: $75.00

Other Fees

Travel, printing, material, and other cost associated with the provided services will be billed according to the cost of services.

STAFF REPORT

MEETING DATE: January 14, 2020 **AGENDA ITEM**: 10A

TITLE:
City Council shall convene into closed executive session pursuant to Section 551.074 to conduct an annual performance evaluation of the City Manager as required by her employment agreement.

STAFF REPRESENTATIVE:
Lynda K. Humble, City Manager

STAFF REPORT

MEETING DATE: January 14, 2020 **AGENDA ITEM**: 10B

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:
Lynda K. Humble, City Manager

STAFF REPORT

MEETING DATE: January 14, 2020 **AGENDA ITEM**: 10C

TITLE:
City Council shall convene into closed executive session for a briefing pursuant to Texas Government Code Sections 551.071, .72, and .087 regarding legal, real estate, and economic development aspects of possible vendor space at Fisherman's Park.

STAFF REPRESENTATIVE:
Lynda K. Humble, City Manager

STAFF REPORT

MEETING DATE: January 14, 2020 **AGENDA ITEM**: 10D

TITLE:
City Council shall convene into closed executive session for a briefing pursuant to Texas Government Code Sections 551.071, .074 and regarding the draft job description for a City Council Liaison position.

STAFF REPRESENTATIVE:
Lynda K. Humble, City Manager

STAFF REPORT

MEETING DATE: January 14, 2020 **AGENDA ITEM**: 11

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

STAFF REPRESENTATIVE:
Lynda Humble, City Manager