

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



August 28, 2018 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** – Jessica Garcia-Solis and Maritza Gutierrez of the Colorado River Collegiate Academy

TEXAS PLEDGE OF ALLEGIANCE

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

- 3. INVOCATION** – Chaplain Robert Oliver, Police Chaplain

4. PRESENTATIONS

- 4A. A proclamation of the City Council of the City of Bastrop, Texas recognizing the City of Bastrop as a Purple Heart City.
- 4B. Mayor's Report
- 4C. Councilmembers' Report
- 4D. City Manager's Report

- 4E. Receive update and presentation on the upcoming Cultural Arts Master Plan Public Engagement process.
- 4F. A proclamation of the City Council of the City of Bastrop, Texas recognizing the month of September 2018 as National Preparedness Month.
- 4G. Receive presentations from the Bastrop Opera House and the Bastrop County Museum & Visitor Center.

5. WORK SESSION/BRIEFINGS

- 5A. Discuss Proposed FY 2019 Budget and provide feedback to staff.
- 5B. Discuss process and timetable for changing speed limit on Spring and Farm Streets (east of SH 95) and C.P. Johnson Lane.

6. STAFF AND BOARD REPORTS

- 6A. Receive presentation on the unaudited Monthly Financial Report for the period ending July 31, 2018.
- 6B. Receive monthly report from Visit Bastrop.

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 the August 14, 2018 regular meeting; August 20, 2018 and August 21, 2018 and Council workshops.

- 8B. Consider action to approve the second reading of Ordinance No. 2018-14 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2018 in accordance with existing statutory requirements; appropriating the various amounts herein; as attached in Exhibit A; repealing all ordinances and actions in conflict herewith; and providing for an effective date.
- 8C. Consider action to approve the second reading of Ordinance No. 2018-12 of the City Council of the City of Bastrop, Texas, rezoning 0.398 acres of Bastrop Town Tract, Abstract 11 and 2.046 acres of Building Block 12 East of Water Street from C-2, Commercial 2 to CMU, Commercial Mixed Use Character Zone and extend the Downtown Bastrop Form-Based Code Regulating Plan Area, located within the northeast Block of SH 95 and Chestnut 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. 2018-15 of the City Council of the City of Bastrop, Texas, granting a Conditional Use Permit for a religious institution use for Bastrop Bible Church, on 0.145 acres of Building Block 5 east of Water Street, located at 606 Pecan Street, within the city limits of Bastrop, Texas; as shown in Exhibit A; setting out conditions; including a severability clause; and establishing an effective date.
- 8E. Consider action to approve the second reading of Ordinance No. 2018-16 of the City Council of the City of Bastrop, Texas, rezoning 0.70 acres of lot 67, within the Bastrop Town Tract Abstract 11, from Form-Based Code Character Zone CMU, Commercial Mixed Use, to MF-1, Multifamily 1, 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.
- 8F. Consider action to approve Resolution R-2018-69 of the City Council of the City of Bastrop, Texas, approving the Pecan Park, Section 1A Final Plat, being 13.994 acres out of the Mozea Rousseau Survey, Abstract 56, located east of the future extension of Sterling Drive, within the city limits of Bastrop, Texas, as shown in Exhibit A; repealing all conflicting resolution; and providing an effective date.

9. ITEMS FOR INDIVIDUAL CONSIDERATION

- 9A. Consider action to approve Resolution No. R-2018-61 of the City Council of the City of Bastrop, Texas awarding a contract to Techline Construction, LLC, to Install an Air Switch and Reconductor at the Line From Haysel to Martin Luther King, Jr Street, at a cost not to exceed Thirty-five Thousand Dollars and 00/100 Cents (\$35,000.00); attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.
- 9B. Consider action to approve Resolution No. R-2018-62 of the City Council of the City of Bastrop, Texas awarding a contract to Techline Construction, LLC, to rebuild approximately 3,300 feet of line west of the intersection of Water and Pecan Streets; at a cost not to exceed Fifty-four Thousand Four Hundred Dollars and 00/100 Cents (\$54,400.00) attached as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.
- 9C. Consider action to approve Resolution No. R-2018-63 of the City Council of the City of Bastrop, Texas awarding a contract to Techline Construction, LLC, to rebuild approximately 1,900 feet of line along Hill Street from Cedar to Spring Street at a cost

not to exceed Forty-six Thousand Dollars and 00/100 Cents (\$46,000.00) attached as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

- 9D. Consider action to approve Resolution No. R-2018-65 of the City Council of the City of Bastrop, Texas, awarding a contract for annual Concrete Improvements to 304 Construction, LLC attached as Exhibit A, priced according to the bid proposal sheet attached as Exhibit B; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.
- 9E. Consider action to approve Resolution No. R-2018-66 of the City Council of the City of Bastrop, Texas, awarding a contract, for the installation of generators at City lift stations to C F McDonald Electric, LLC, in the amount of one hundred eighty-four thousand one hundred sixty-nine dollars and zero cents (\$184,169.00) attached as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.
- 9F. Consider action to approve Ordinance No. 2018-17 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 2018; 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.
- 9G. Hold public hearing and consider action to approve Resolution No. R-2018-64 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 1006 Main Street within the city limits of Bastrop, Texas; establishing an effective date.
- 9H. Conduct a Public Hearing (1st) on the Proposed Ad Valorem Tax Rate for Fiscal Year 2018-2019.
- 9I. Consider action to approve Resolution No. R-2018-67 of the City Council of the City of Bastrop, Texas, awarding a contract for the rehabilitation of the Old Iron Bridge to Kimley-Horn, at a cost of One Hundred Ninety-nine thousand Seven Hundred Dollars (\$199,700.00) attached as 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 Resolution No. R-2018-70 of the City Council of the City of Bastrop, Texas, approving three task orders for the design of Wastewater Treatment Plant #3 and related collection system improvements for Five Million Nine-Hundred Sixty-Four Thousand Three Hundred Twenty-Nine and 00/100 Dollars (\$5,964,329.00), Public Relations related to the design and construction of Wastewater Treatment Plant #3 for Eighty-Five Thousand and 00/100 Dollars (\$85,000) and a final task order for general engineering services not to exceed Ten Thousand and 00/100 Dollars (\$10,000) to KSA Engineers in the total amount of Six Million Fifty Nine Thousand Three Hundred Twenty-Nine Dollars and No Cents, (\$6,059,329.00) attached as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

- 9K. Consider action and approve Resolution No. R-2018-72 of the City Council of the City of Bastrop, Texas, making determinations regarding certain project-specific Exceptions and/or Exemptions as provided by Emergency Ordinance 2018-1, Section 8 (Temporary Moratorium); and Emergency Ordinance 2018-2, Section 7 (Emergency Drainage Application Rules).
- 9L. Consider action to approve Resolution No. R-2018-76 of the City Council of the City of Bastrop, Texas approving an Agreement for Automatic Aid Assistance between the City of Bastrop and Bastrop County Emergency Services District Number 2; Attached as Exhibit A; Authorizing the City Manager to execute all necessary documents, and establishing an effective date.
- 9M. Consider action to approve Resolution No. R-2018-73 of the City Council of the City of Bastrop, Texas approving a Professional Services Agreement between the City of Bastrop and Buie & Company for public relations services; attached as Exhibit A; authorizing the City Manager to execute all necessary documents, and establishing an effective date.
- 9N. Consider action to approve Resolution No. R-2018-74 of the City Council of the City of Bastrop, Texas approving a Professional Services Agreement between the City of Bastrop and Simplecity Design, LLC in the amount of One Hundred Seventy-Seven Thousand Five Hundred and 00/100 Dollars (\$176,500.00) for the Update of the City's Zoning and Sign Ordinances; attached as Exhibit A; authorizing the City Manager to execute all necessary documents, and establishing an effective date.
- 9O. Consider action to approve Resolution No. R-2018-75 of the City Council of the City of Bastrop, Texas approving a Professional Services Agreement between the City of Bastrop and Verdunity, Inc. in the amount of Fifty-Thousand and 00/100 Cents (\$50,000.00) for a Fiscal Impact Analysis Model, as attached as Exhibit A; authorizing the City Manager to execute all necessary documents; and establishing an effective date.

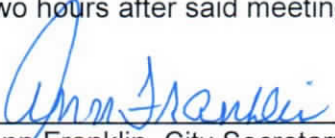
10. EXECUTIVE SESSION

- 10A. City Council shall convene into closed executive session pursuant to Section 551.071 of the Texas Government Code to confer with City Attorney regarding legal advice related to the status of the 1445 Interlocal Agreement between the City of Bastrop and Bastrop County for the review of subdivision applications in the City's extraterritorial jurisdiction.

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, August 24, 2018 at 5:00 p.m. and remained posted for at least two hours after said meeting was convened.


Ann Franklin, City Secretary





STAFF REPORT

MEETING DATE: August 28, 2018

AGENDA ITEM: 4A

TITLE:

A proclamation of the City Council of the City of Bastrop, Texas recognizing the City of Bastrop as a Purple Heart City.

STAFF REPRESENTATIVE:

Lynda Humble, City Manager

ATTACHMENTS:

- Proclamation





PROCLAMATION



WHEREAS, the people of Bastrop, Texas have great admiration and the utmost gratitude for all the men and women who have selflessly served their country and this community in the Armed Forces; and

WHEREAS, the Purple Heart is the oldest military decoration in present use and was initially created as the Badge of Military Merit by George Washington in 1782; and

WHEREAS, the Purple Heart was the first American service award or decoration made available to the common soldier and is specifically awarded to members of the United States Armed Forces who have been wounded or paid the ultimate sacrifice in combat with a declared enemy of the United States of America; and

WHEREAS, the contributions and sacrifices of the men and women from Bastrop, Texas, who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

WHEREAS, many men and women in uniform have given their lives while serving in the Armed Forces; and

WHEREAS, November 11, 2018 has officially been designated as the day in Bastrop, Texas to remember and recognize veterans who are recipients of the Purple Heart Medal.

NOW THEREFORE, I, Connie Schroeder, Mayor of the City of Bastrop, do hereby proclaim Bastrop, Texas as a:

PURPLE HEART CITY

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Bastrop, Texas to be affixed this 28th day of August 2018.

Connie B. Schroeder, Mayor



STAFF REPORT

MEETING DATE: August 28, 2018

AGENDA ITEM: 4B

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
August 28, 2018



Latest Activities

Events in 2018: 241

August 3 – August 16

Homecoming



Fast Aid Urgent Care



Restore the F4

Art After Dark



Pecan Park Celebration



Police Promotions

BISD Convocation 2018



4H Cake Auction



LSLC visit
City Hall



Chamber After Hours

Planned Events

August 17 – August 28

- Aug 17
 - Texas Health and Human Services Welcome Speech
 - Gumbo Friday – Lost Pines Toyota
 - KUT Interview
- Aug 20
 - BEDC Monthly Meeting
 - Council Special Budget Workshop
- Aug 21 – Council Special Budget Workshop
- Aug 23 & 24 – TML's Municipal Policy Summit
- Aug 23 – Special Council Meeting
- Aug 27 – Board and Commission Interviews
- Aug 28
 - BCLTR Reception for Christine Files
 - City Council Meeting



Upcoming Events & City Meetings

- Aug 29 – Bastrop Lost Pines Ribbon Cutting
- August 31 – BEST Breakfast
- September 3 – Labor Day (City offices closed)
- September 5
 - Chamber Luncheon
 - Physicians PremiER Emergency Room
 - BAIPP
- September 6 – Farm Street Opry
- September 7
 - BEDC Coffee Chat
 - First Friday Art Walk
- September 11– City Council Meeting





STAFF REPORT

MEETING DATE: August 28, 2018

AGENDA ITEM: 4C

TITLE:

Councilmembers' Report

STAFF REPRESENTATIVE:

Lynda Humble, City Manager

POLICY EXPLANATION:

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STAFF REPORT

MEETING DATE: August 28, 2018

AGENDA ITEM: 4D

TITLE:

City Manager's Report

STAFF REPRESENTATIVE:

Lynda Humble, City Manager

POLICY EXPLANATION:

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STAFF REPORT

MEETING DATE: August 28, 2018

AGENDA ITEM 4E

TITLE:

Receive update and presentation on the upcoming Cultural Arts Master Plan Public Engagement process.

STAFF REPRESENTATIVES:

Sarah O'Brien, Director of Hospitality & Downtown

BACKGROUND/HISTORY:

The City of Bastrop, Texas, through Bastrop Art in Public Places (BAIPP), is developing a Cultural Arts Master Plan with GO Collaborative. The overall goal of this master plan is to create a common vision for the role that arts and culture should play in Bastrop, as well as to ascertain what pieces of that vision can guide policy and programming to enhance the quality of life for Bastrop residents, businesses, and visitors.

A community-wide, public participation process is an essential component to creating a widely accepted Arts and Culture Master Plan. GO Collaborative was identified through an RFP process earlier this year and is responsible for organizing and implementing the public participation program, asset inventory and mapping, collecting and analyzing accumulated data and historically relevant information, identifying trends and developments, and producing the final report with proposed recommendations. The report is expected to propose realistic and creative solutions within the fiscal limitations of the City.

GO Collaborative's initial research can be found in the interim report. The Master Plan Task Force, BAIPP, and GO are preparing to launch the public engagement process.

POLICY EXPLANATION:

Bastrop was designated by the Texas Commission on the Arts as a Cultural Arts District in 2012. Since that time, Bastrop, through the Bastrop Art in Public Places (BAIPP), has been instrumental in creating a public art scene that has been mimicked across the country. The City of Bastrop collects approximately \$2,880,000 annually in hotel occupancy tax and has dedicated \$455,000 to BAIPP over the last six (6) years.

Bastrop Comprehensive Plan 2036, adopted November 22, 2016, established the need to create a long-term strategy for placement of visual and performing arts assets as Goal 8.4. Two (2) supporting objectives were established to ensure Goal 8.4 was achieved: • Objective 8.4.1 states "develop a Bastrop Art in Public Places Master Plan for the community." City of Bastrop, TX RFP for Cultural Arts Master Plan Page 8 • Objective 8.4.2 states "align land-use policy and practices to make certain space is available for arts and tourism."

The RFP was also identified in the FY 18 Work Plan, and during the joint workshop between City Council and Bastrop Art in Public Places in December 2017.

The GO Collaborative team will be responsible for organizing and implementing the public participation program, asset inventory and mapping, collecting and analyzing accumulated data and historically relevant information, identifying trends and developments, and producing the final report with proposed recommendations. Additional funding was added to the budget to allow for GO Collaborative to work with local artists in providing creative ways to engage the public.

FUNDING:

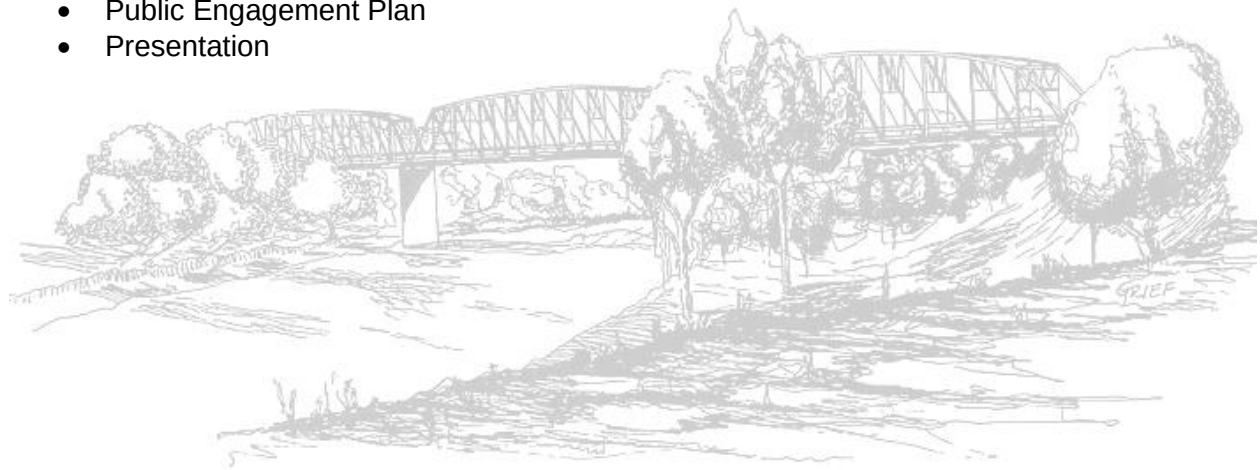
Hotel Occupancy Tax FY 18 and FY 19

RECOMMENDATION:

Provide any feedback on the interim report and public engagement plan.

ATTACHMENTS:

- Interim Report
- Public Engagement Plan
- Presentation



City of Bastrop

Cultural Arts Master Plan

Task Force Interim Report

July 7, 2018

SUMMARY

Here's Where We Are

This Interim Report gives a broad overview of the main trends and ideas being identified as part of the Arts and Culture Master Plan planning process. The goal of the report is to help orient the Task Force members to the major challenges and opportunities that have been seen within the planning process and to strategize about how to expand this understanding, as well as bring the wider community into the conversation

To review where we are, and bring us up to date from our last meeting together:

Our Charge Is: to assist the City of Bastrop with the creation of a Cultural Arts Master Plan. The goal of the plan is lay out the policies, programs, and ideas that will enable the city to best harness its resources to grow and support the local arts and culture sector for residents and visitors alike.

Our Tasks to Date Have Been: focused on creating a broad base of understanding about the history, trends, and groups in town that make up the current arts community. We have conducted numerous one-on-one interviews with key stakeholders, created an overview report of the cultural economy, examined current demographic trends, and identified potential case studies to serve as inspiration for future ideas.

What We Mean by Arts and Culture: It's important to note that as arts and culture grow in importance in people's lives, and across the United States, that we work from a broad understanding of the term. Whereas a number of years ago "the arts" meant more traditional forms of expression such as painting, ballet, and the theater, today, the term "arts and culture" is broadly inclusive a whole range of modes of creative expression **that** support a wide range of experiences for everyone in the community – from film, digital media, design, food, choirs, and music, along with more traditional forms of the performing arts and visual arts.

Major Findings to Date:

Economically: Economic growth from the Austin area will continue to have a strong impact on the City of Bastrop bringing both positive (growth in number of residents, growth in number of artists, growth in regional tourism), and negative economic forces (potential retail drop). Fortunately, Bastrop shows a strong foundation of creative industry employment, and a significant number of Bastrop residents work in creative industries.

Demographically: As a city, Bastrop's median household income is higher than some surrounding areas. However, it is lower than the median household income in the nation, the state of Texas, and Bastrop County. Moreover, it has decreased at a significant pace. At the same time, Bastrop is becoming slightly less diverse, while the county's demographic changes are steadily increasing

“There are a lot of people who believe in making Bastrop an arts destination.”

“It’s all about
figuring out
what
connects us
emotionally,
culturally, and
physically.”

diversity. As part of the planning process we want to ensure that a diversity of stakeholders are always at the table.

Sector Specific: Bastrop has a number of key arts institutions and individuals who have worked for decades to establish the arts economy as a key component of the city. However, given the smaller size of the primary arts stakeholders, there is an opportunity (as well as some recognized challenges) for creating a more cohesive strategy that can enable the arts to serve as an essential component of Bastrop’s larger economic development strategy. It is also recognized that the smaller number of key arts and culture stakeholders provides an opportunity for fostering new arts-leadership within the community.

Here’s Where We’re Going

In addition to the information identified below, this Interim Report also begins the important conversation on the wider community engagement processes that will be happening in the fall. There will be three primary ways by which the community will be engaged: 1) an online survey, 2) a general data-oriented community meeting in late August, and 3) broader series of family-focused community meetings in early October.

Next Steps: After the Task Force members have had a chance to review the basic findings and give any feedback about the direction of different components (demographic, economic, community engagement), a series of final reports will be created that will help serve as a foundation for the planning process moving forward.

Questions to Think About: As you are reading through the initial information contained within this report, please keep in mind the following questions:

1. Do you think we missed any important insights in Discovery Visit One about the dynamics currently affecting the arts community in Bastrop?
2. Was there anything in particular within the Demographic and Cultural Economy Information that intrigued you? Anything that might be missing?
3. Which case studies resonated with you most? (we list 5 and we'll develop 3 more fully)
4. We've laid out a plan for a set of further interviews/focus groups and a more general public engagement plan. What are we missing? What else / Who else is not being considered?

We'll review these questions together as a group in this month's Task Force meeting or afterwards through email. Please feel free to reach out to Lynn Osgood anytime with questions (lynn.osgood@gocoaustin.com).

Report Outline

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INITIAL FINDINGS

Discovery Visit One Summary

“Art needs to be about an experience – what does it mean to be in Bastrop for the weekend? For the week?”

Goal: The primary goal of Discovery Visit One was to have one-on-one interviews with key arts and culture community stakeholders in order to understand more about the local creative economy, how it developed, and where there are current opportunities and challenges.

Findings: Nine interviews were held throughout town. The following list pulls from some of the key insights gathered during the interviews. Specific quotes from the interviews are found throughout the report:

- **Internally**
 - Historically, the arts community within the City of Bastrop has seen many periods of both coming together and splitting apart over the years.
 - Artists themselves are loosely affiliated in town. There is the opportunity to make this a more centralized community.
 - There is a strong and growing Hispanic set of communities within the city that can be brought more fully into the larger policy conversations about arts and culture.
 - Similarly, there is a strong and historic African American community in the city that also has a great deal to offer to future policy discussions.
 - There is a strong and historic festival culture within the city from which to build future opportunities and respond to regional destination marketing demands.
- **Externally:**
 - The relationship with Hyatt Resort has gone through many different phases of development and could be strengthened further in the future.
 - There is a strong understanding that economic changes within the region are creating a fast rate of change within the city and that the arts sector must respond to.
- **Structurally**
 - The BIAPP Board takes on many responsibilities for arts-related policy decisions and there is the opportunity to further differentiate their tasks and define their roles.
 - Given the historic nature of downtown, there is the opportunity to continue developing arts-infrastructure projects (such as benches and statues) in the spirit of the existing Art Boxes.
 - There is a potential to grow even stronger connections between the Museum/Historic Society and a larger arts strategy within the city.

- **In general, people are asking:**
 - What connects us as an arts community?
 - How can the arts and culture sector help to define a sense of place for the city?
 - How can the arts become more of an ever-evolving experience within the city for visitors and residents alike?

“For the older generation of leaders, we need to figure out how to train people to take over for us. How do we reach out to the younger generation and find ways to engage?”

“There’s very little presence of the minority communities in the arts community in town. There’s a lot of need to connect.”

Demographic Overview

Making sure that we develop the right arts and culture strategies for the City of Bastrop requires us to have a strong understanding of the overall demographic trends at play within the city and the region as a whole. The following information is a snap-shot of some current trends that are at play.

The City of Bastrop is experiencing significant demographic change. Between 2010 and 2016, the city’s population grew by almost 13%, from just over 7,200 to just under 8,000. Bastrop’s population growth between 2010 and 2016 is almost on par with Austin’s; Austin’s population grew by 15% in this period.

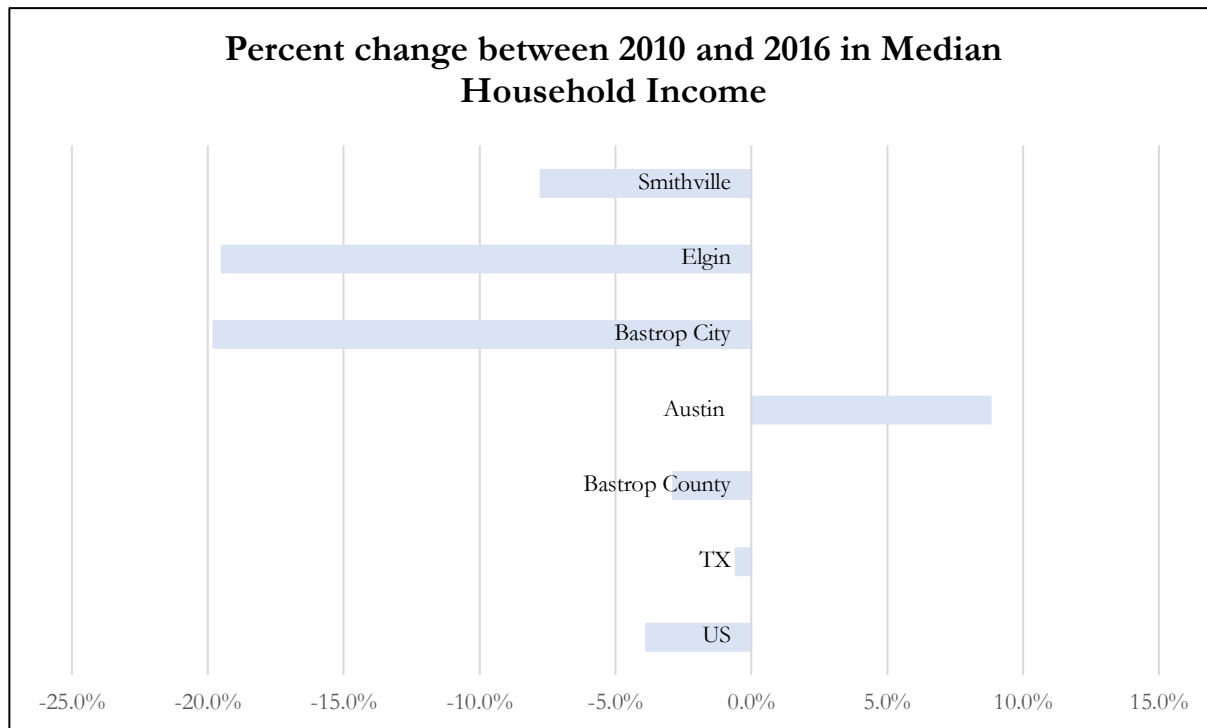
However, this change has not occurred evenly across demographic groups. For the City of Bastrop, the population of white residents has increased by 27%, while the population of Hispanic or Latino residents has decreased by 20%, and the population of black residents has decreased by 23%. For Bastrop County, in contrast, the population of all demographic groups grew slightly (under 5%), with the exception of the Hispanic or Latino population, which grew significantly by 14%. However, White residents still make up the majority of the population – Hispanic or Latino residents are roughly one fifth of the White population, whereas Black residents are 15% of the White population.

Takeaway: The City of Bastrop is becoming slightly less diverse, while the county’s demographic changes are steadily increasing diversity.

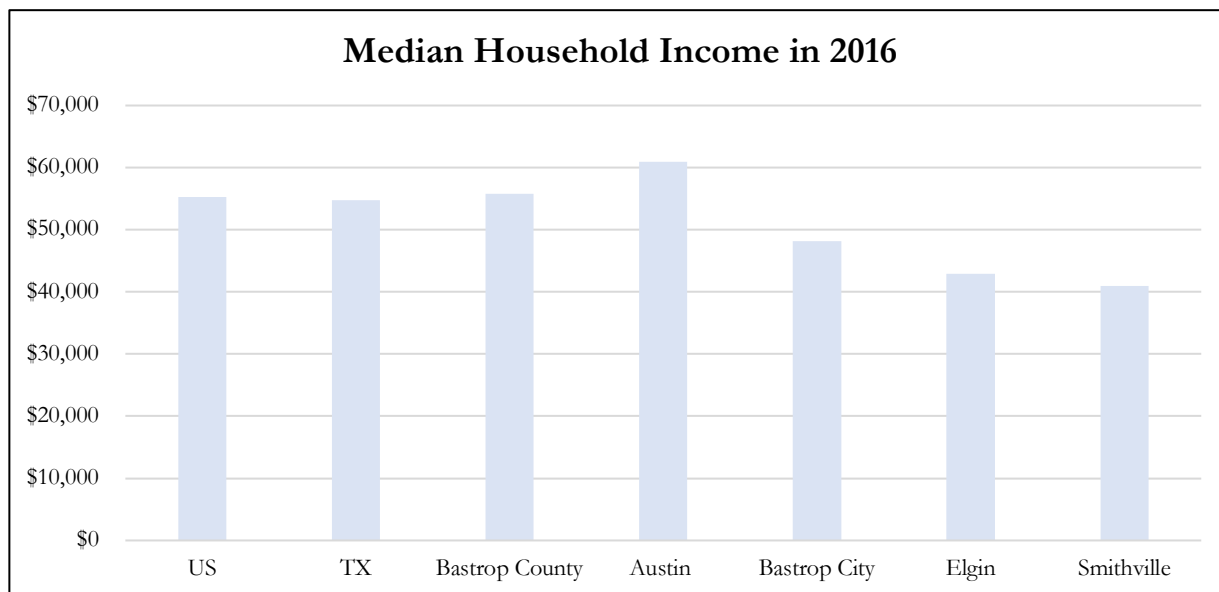
In terms of age, the breakdown of the City of Bastrop is similar to surrounding communities.

- 40 percent of Bastrop’s population is between 35 and 65.
- 22 percent is under 18.
- 19 percent is between 18 and 34.
- 19 percent is over 65.

One very notable demographic shift relates to household income. Compared to nearby cities, the county, the state of Texas, and the nation overall, the City of Bastrop has experienced a fairly significant 20 percent drop in the median household income.



While the City of Bastrop's median household income is higher than that of other nearby cities, it is lower than Bastrop County's median household income, as well as the median household income levels of Texas and the nation.



Takeaway: The City of Bastrop's median household income is still higher than some surrounding areas. However, it is lower than the median household income in the nation, the state of Texas, and Bastrop County. Moreover, it has decreased at a significant pace.

Cultural Economy Report

“I think one of our biggest threats is that we’re all working in silos.”

We know that for the City of Bastrop, finding ways in which the arts and culture economy can grow and mature is one of the key goals of the planning process. As such, it is important to have a solid understanding of the basic characteristics of the current creative economy and how it is functioning.

General Characteristics

Bastrop boasts a diverse workforce of nearly 3,500 employed workers over the age of 16. These workers fill an array of positions, with some of the greatest proportions of jobs falling in the public administration, retail trade, and educational and health care services sectors. While Bastrop has a diverse economy, as of 2016 its unemployment rate was 8 percent – slightly higher than the nation’s rate, Texas’ rate, but lower than the county’s.

Bastrop’s Creative Industry Earnings	\$	%
Art gallery/dealer & independent artists earnings	3,350,554	20.1
Architectural and design services	3,298,053	19.7
Construction	2,692,780	16.1
Jewelry stores and jewelry, watch, precious stone, and precious metal merchant wholesalers	1,413,494	8.5
Media production & distribution	1,376,443	8.2
Photography services	975,283	5.8
Stores (book, musical instrument & supplies, sewing & needlework)	733,408	4.4
Commercial printing and other manufacturing (jewelry & silverware, pottery & ceramics, architectural woodwork & millwork, pressed & blown glass, musical instrument)	706,111	4.2
All other creative industries	679,294	4.1
Food manufacturing	417,349	2.5
Performing arts	416,314	2.5
Promoters and agents	338,358	2.0
Cultural education	310,198	1.9

Bastrop’s economy also has a robust arts and culture sector which earns nearly \$17 million each year and employs 1,227 workers. Notably, Bastrop has a higher concentration of creative workers than both Texas and the nation. Art gallery/dealer & independent artists earnings in Bastrop (\$3.4 million) make up the largest share of the county’s total creative industry (i.e. arts and culture industry) earnings (20.1%) and architectural and design services come in at a

close second (\$3.3 million, 19.7%). Within the architectural and design services umbrella industry, “architectural services” (\$1.0 million, or 31.7% of total architectural and design services earnings) and “interior design services” (\$746K, or 22.6%) constitute the largest shares of industry earnings. The median hourly wage for creative occupations is \$17.84, which is lower than Hood County, Kerr County, and Texas overall.

Compared to creative industry earnings in the state of Texas, Bastrop has a competitive advantage in the following creative industries:

- Art gallery/dealer & independent artists earnings (20.1% of Bastrop’s creative industry earnings, compared to 11.2% of Texas’ creative industry earnings)
- Construction (16.1% of Bastrop’s creative industry earnings, compared to 10.1% of Texas’ creative industry earnings)
- Jewelry stores and jewelry, watch, precious stone, and precious metal merchant wholesalers (8.5% of Bastrop’s creative industry earnings, compared to 7.3% of Texas’ creative industry earnings)
- Photography services (5.8% of Bastrop’s creative industry earnings, compared to 3.8% of Texas’ creative industry earnings)
- Stores (book, musical instrument & supplies, sewing & needlework) (4.4% of Bastrop’s creative industry earnings, compared to 3.1% of Texas’ creative industry earnings)

“The relationship between the arts and the economy hasn’t always been clear in town.”

About Cultural Industries in Bastrop

There are 11 arts and cultural nonprofits in Bastrop. As demonstrated by the chart below, these organizations bring in over \$1.6 million in total revenue.

Types of arts and cultural nonprofits and their program revenues (2016)		
Types	Number of organizations	Program revenues (\$)
Historical Organizations	2	-
Singing & Choral Groups	2	252,317
Arts & Culture	1	41,643
Commemorative Events	1	137,875
Cultural & Ethnic Awareness	1	-
Fairs	1	132,399
Historical Societies & Historic Preservation	1	645
Single Organization Support	1	7,481
Theater	1	19,017
Total	11	591,377

There has been significant occupational growth in many of these creative industries between 2012 and 2016. As demonstrated by the chart below – which shows occupational growth for occupations that have more than 20

workers in Bastrop – the numbers of individuals who work as photographers, graphic designers, in the food service industry, interpreters and translators, editors, and interior designers have all grown significantly in the three-year period observed.

Takeaway: Bastrop shows a strong foundation of creative industry employment, and a significant number of Bastrop residents work in creative industries.

Creative Workers in Bastrop	2013 Jobs	2016 Jobs	% Change
Photographers	157	192	18.3%
Musicians and singers	91	92	0.5%
Writers and authors	81	85	4.9%
Interpreters and translators	51	66	22.6%
Graphic designers	49	59	17.7%
Molders, shapers, and casters (except metal and plastic)	46	49	5.8%
Fine artists, including painters, sculptors, and illustrators	41	42	3.1%
Chefs and head cooks	27	34	19.5%
Tile and marble setters	31	33	5.8%
Architects, except landscape and naval	28	30	7.2%
Tailors, dressmakers, and custom sewers	32	30	-7.8%
Editors	25	29	14.6%
Cabinetmakers and bench carpenters	27	29	6.2%
Art directors	25	28	11.1%
Craft artists	26	27	3.0%
Interior designers	21	25	15.4%
Librarians	23	24	5.1%
Marketing managers	22	24	9.1%
Jewelers and precious stone and metal workers	21	23	7.9%
Entertainers and performers, sports, and related workers	24	23	-4.8%
Music directors and composers	22	22	-1.2%

***Note on film-related industries and occupations:**

The motion picture and video production industry is made up of businesses primarily engaged in producing, or producing and distributing motion pictures, videos, television programs, or television commercials. This industry accounted for \$336,837 in earnings in Bastrop.

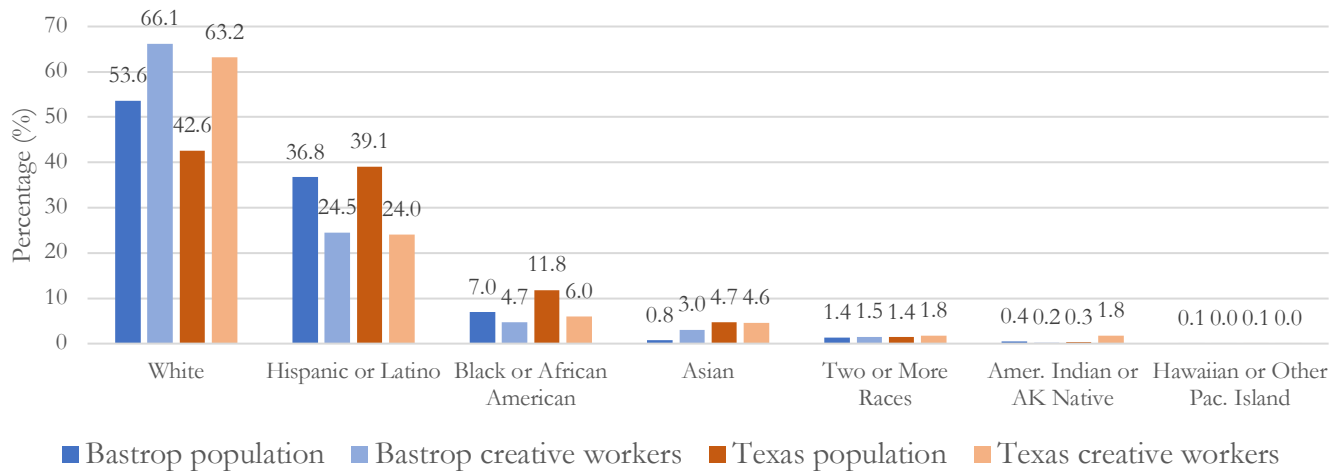
If we look at creative occupations, Bastrop has four film and video editors; their median hourly earnings is \$22.53. Bastrop has three camera operators (television, video, and motion picture); their median hourly earnings is \$17.42.

About Creative Workers

Race and ethnicity of creative industry workers:

- The majority of creative workers in Bastrop are white (66.1%).
- White people make up 53.6% of Bastrop's population, so are over-represented in the creative workforce.
- About a quarter of Bastrop's creative workers (24.5%) are Hispanic or Latino; 4.7% are Black or African American; 3.0% are Asian; and 1.5% are two or more races.
- People who identify as Hispanic or Latino and Black or African American are under-represented in Bastrop's creative workforce.
- If we look at the state of Texas, white people are also over-represented in the creative workforce (42.6% of the population is white, compared to 63.2% of the creative workforce). People who identify as Hispanic or Latino and Black or African American are also under-represented in the creative workforce, but the discrepancies are more pronounced than in Bastrop.

Race and ethnicity of population and creative workers, Bastrop and Texas (2016)



“We have great physical assets, like the river and downtown, but we’re also not unique. We have to be smart about how we harness those assets.”

Cultural Planning Case Studies

Case Study Development

As part of our efforts to identify opportunities for Bastrop we are looking at developing case studies of other communities in the United States that are also looking for ways to bring arts and culture to the forefront of new development, both to bolster opportunities for current residents and increase tourism from outside the community.

Given the fact that there are not many smaller-sized cities that have undergone robust arts and culture planning efforts, we have looked to identify communities that, to varying degrees, are:

- adjacent to rapidly growing metropolitan areas
- have a strong and distinctive historical identity
- want to increase tourism without using it to completely define their character
- have viable strategies for funding their approaches to growing their creative industries

Our research has distinguished the following cities as potential sources of inspiration:

#1 Brighton, Colorado and Durango, Colorado plan to:

- Develop a concert venue that can seat between 5,000 and 15,000 people for regional draw.
- Create an online, real-time database on a Cultural and Tourism website (of arts media contacts, events and deadlines).
- Measure, evaluate, and then establish incremental goals for the number of ticket giveaways to performing arts events for military, senior and under-served populations
- Develop three new versatile performance spaces within new or existing spaces throughout the community with affordable seating for 50-200 people for arts and cultural events.
- Create an outdoor venue accommodating 800-plus attendees for performances
- Create arts and culture volunteer database and network.
 - FUNDING STRATEGIES:
 - Encourage workplace giving and corporate philanthropy for arts and culture.
 - Conduct continuing research to develop, qualify, and fund cultural district(s).
 - Prepare an annual “State of the Arts” report for BCIA and a social occasion for funders/donors and non-profits
 - Advocate for financial planning specific to the cultural assets and resources needed for the use and enjoyment of the community

#2 Taos, New Mexico and Silver City, New Mexico plan to:

- Enhance historic walking tours of historic sites and districts.
- Develop a hospitality training program for local hotel and restaurant service providers for service tips and professional enhancement and also knowledge of local attractions.
- Assess current offerings and programs in participatory or experiential tourism (aka Creative Tourism).
- Attract food industry and restaurant development.
- Develop an artists-in-residency program
- Advance historic preservation and adaptive reuse
- Develop an entrepreneurs and artists forum or “salon” to exchange ideas, savvy, technology and dialogue.
- Create a 35-unit affordable live/work project for artists in Taos’ historic downtown district. The project is a partnership between the Town and Artspace Projects.
 - FUNDING STRATEGIES:
 - Implement Gross Receipts Tax Increments: New Mexico Counties are eligible to enact a County Quality of Life Gross Receipts Tax Option to fund the promotion and expansion of cultural programs at a maximum rate of one-fourth of one percent.
 - Implement Business Improvement Districts – assess annual contributions on property owners within a designated PID for public improvement and infrastructure projects.
 - Implement Public Improvement Districts – assess annual contributions on property owners within a designated PID for public improvement and infrastructure projects
 - Use creative enterprise projects, fund raising, and grants.
 - Use a Lodger’s tax

“We want a
‘small town
art-full’ kind of
experience.”

#3 Mankato, Minnesota plans to:

- Designate Heritage landmarks and districts.
- In partnership with the Tourism and Economic Vitality goals, develop new, interactive modes of communicating historically significant places, people and experiences to residents and visitors.
- Explore programming to communicate the city’s heritage, including interpretive plaques, gateway signage, historic designation markers, mapping of historic resources, historic walking tours and brochures, audio tours, historical performances, and mobile apps.
- Encourage small retail businesses to carry local artists’ artwork.
- Create an Arts Mobile gallery on wheels; bring multiple art forms to various parts of the community.

“There used to be a lot more festivals in town – people really enjoyed them..”

- Create a large-scale, unique piece of public art, as a tourism draw.
- Develop priority listing of creative elements to enhance the visitor and resident experience throughout Mankato (i.e. decorative lighting, artistic alleyway enhancements, and art in parking lots and ramps). Identify frequently used key areas where these elements should be placed.
- Provide financial workshops (i.e. grant writing, business plan development, independent contractor proposals, fundraising/development skills, information sharing for creative entrepreneurs and nonprofits) on a regular basis according to the needs and interests of the creative community.
 - FUNDING STRATEGIES
 - Percent for Art program where a predetermined percentage of budget for public facilities is used to incorporate public art into the project
 - Establish a Community Arts Fund that supports local arts and culture initiatives, including a “wish list” of public art projects; publicize to the community and encourage donations. Develop criteria for use and dispersal of Community Arts Fund donations; these criteria should incorporate means to support diverse and underserved artists and organizations
 - Investigate a Round-Up for the Arts program, which provides residents the option of rounding up their utility bill for arts/culture activities/programming. Direct donations to Community Arts Fund.
 - Identify nonprofit arts and culture organizations willing to combine fundraising efforts.
 - Create a comprehensive marketing sell sheet on annual arts/culture sponsorship needs and target to individuals and businesses who are interested in sponsoring arts and culture events, programming and projects.
 - Create a partnership program between for-profits and non-profits where businesses donate time, expertise, and/or services, providing opportunities for businesses to get involved in the creative community and give back. In return, creatives and arts/culture groups offer creative solutions, ideas, and/or experiences to the business.

#4 Dubuque, Iowa plans to:

- Support professional development for artists and creative professionals.
- Ensure new development agreements are geared toward retaining arts, culture and local character inherent in the neighborhood in which the new development will occur.
- Study repurposing of existing spaces
- Make art more visible in all aspects of daily life
 - FUNDING STRATEGIES
 - Develop public art program funded by a “percent for art” mechanism.
 - Amplify private and corporate philanthropy within the community

#5 Edmonds, Washington plans to:

- Convene artists and arts businesses to discuss and explore establishing an “art recycling center” or similar mechanism to promote trading/sharing of resources between artists and encourage “upcycling” of materials by community members.
- Maximize youth engagement with professional artists by encouraging arts organizations and the School District to coordinate opportunities for visiting artists to engage with youth and students through workshops or events.
- Advocate for affordable forms of live/work development that can accommodate and support working artists in Edmonds.
- Encourage the City to review/develop zoning and permitting incentives that actively encourage developments that sustain the vision for a people-friendly, culture-oriented community, which includes public art and public space, and adds to a rich network of cultural resources
- Bundle dining/drinking, recreation, and lodging opportunities with arts and cultural experiences

MOVING FORWARD

Discovery Visit Two Proposal

“There are a lot of people that give a tremendous amount of personal time and energy to the arts. But there are a lot of people that burn out too.”

Goals:

Discovery Visit One provided a deeper understanding of the core dynamics to be found in Bastrop’s arts and culture community. It was apparent that there are a large group of key stakeholders who care deeply about the arts and want to see the local arts and culture economy thrive both to support a strong quality of life for existing residents, and to be a central component of a larger economic development strategy within the city.

The next phase of the Discovery process will be to reach out to those stakeholders who a) are directly involved with the arts and culture community but might not a key decision maker within the sector (e.g. arts educators, individual artists, minority artists etc.) , or b) those who may not be directly involved in the arts and culture economy as a direct provider but that nonetheless are a key part of its healthy functioning (e.g. business owners, historic preservationist, etc.).

Strategy:

Following strategy is recommended for helping to develop an expanded understanding of the potential for developing the arts and culture economy within the city, and to ensure that a wide and diverse range of stakeholders are at the table.

- Hold additional interviews with:
 - Artists and arts educators in town (such as Bill Owens)
 - Youth representatives
 - Business sector representatives (such as Reid Sharp of Frist National Bank)
 - Partners in the history and preservation groups (such as the museum)
- Attend local gathering (potentially church services) to hold conversations with:
 - Representatives from local Latino communities
 - Representatives from local African American communities

Public Engagement Plan

The Public Engagement Plan (PEP) will be designed to provide a guidebook for stakeholder and public involvement in the various phases of the planning process. Opportunities to engage in the process will include: community meetings, an online survey, focus groups, and stakeholder interviews. The PEP is intended to be flexible in its implementation as the project involves.

The final PEP will include:

- Online digital public engagement survey tool (e.g., SurveyMonkey) that will enable meaningful and far reaching public involvement. City staff will review and approve the survey tool and questions.
- A schedule for public meetings and other engagement points, including a general overview of each meeting and the desired outcomes.
- A matrix describing the anticipated meeting materials (invitations, flyers, signs, sign-in sheets, agendas, handouts, presentation materials, etc.) and roles and responsibilities for each team member.
- A schedule of group discussions to engage a demographically diverse group of people.
- A strategy for engaging diverse communities specifically addressing language barriers and limited access to technology that will include translation services.

Evaluation of Success

Metrics

- Number of people who attend the meetings throughout the life of project
- The age range of participants
- Number of mentions in local and alternative news outlets
- Completed number of surveys
- Number of comments received
- Use of hashtags specific to projects

Captured through

- Sign-in sheet and documentation from public meetings
- Tracking news, specifically in minority media outlets and alternative news sources
- Website, Google and Facebook analytics (traffic tracking)

Basic Timeline

Early August

- Group Discussion outreach to minority communities and additional arts and cultural sector representatives.

Mid-August

- Begin online survey one week before first community meeting
- Outreach to all groups

- Lead into Community Meeting One – late August
 - August Task Force Meeting August 9th
 - Review of communication materials
 - Review of survey instrument
 - Debrief on focus group findings
 - Prep for Metris consultant visit workshop

Late August

- Community Meeting One
- Metris Workshop – Creative Placemaking and National Trends (general interest)

Early September

- Lead into Community Meeting Two
 - September Task Force Meeting – September 13th
 - Debrief on Community Meeting #1
 - Review of communication materials and activities
 - Review of survey findings
 - Prep for consultant visit workshop

Early October

- Community Meeting Two
- Metris Workshop – Arts Organizations Coordination – visioning
- Arts-based Engagement with families and children

City of Bastrop

Cultural Arts Master Plan

Draft Public Engagement Plan

August 15, 2018

I. Introduction

The City of Bastrop is currently developing an Cultural Arts Master Plan. This goal of the plan is to provide a blueprint that lays out the policies, programs, and ideas that will enable the city to best harness its resources to grow and support the local arts and culture sector for residents and visitors alike.

As Bastrop begins a new citywide plan for the development of its creative energies, there is an opportunity to build on the work that has previously been done. Bastrop's Arts and Culture Master Plan will provide a clear strategy for the future of arts planning throughout the city that is aspirational, yet achievable.

As Bastrop's population continues to grow and the creative sector is being valued more highly for its ability to provide amenities to residents, attract visitors, and spur economic activity, the plan will ensure a coordinated vision and common framework for the future of Bastrop's creative sector – one that continues to enrich residents' quality of life.

The Public Engagement Plan (PEP) is designed to provide a guidebook for stakeholder and public involvement in the various phases of the planning process. Opportunities to engage in the process will include: community meetings, pop-up events, surveys, social media, working groups, and stakeholder interviews. The PEP is intended to be flexible in its implementation, and as the planning process progresses, the PEP may be adjusted if needed to meet the project goals.

II. Project Background

The City of Bastrop's mission is to harness the creative power of its residents to draw more visitors to the area without losing the core of what makes Bastrop unique. Bastrop has made strides in this undertaking by creating Visit Bastrop, a destination marketing organization, the Lost Pines Art Center, and the Bastrop Art in Public Places assists the Bastrop City Council in the selection, display, and maintenance of art in within the city.

To date, the planning process has focused on creating a broad base of understanding about the history, trends, and groups in town that make up the current arts community. The team has conducted numerous one-on-one interviews with key stakeholders, created an overview report of the cultural economy, examined current demographic trends, and identified potential case studies to serve as inspiration for future ideas. Our findings include:

Internally

- Historically, the arts community within the City of Bastrop has seen many periods of both coming together and splitting apart over the years.
- Artists themselves are loosely affiliated in town. There is the opportunity to make this a more centralized community.
- There is a strong and growing Hispanic set of communities within the city that can be brought more fully into the larger policy conversations about arts and culture.
- Similarly, there is a strong and historic African American community in the city that also has a great deal to offer to future policy discussions.
- There is a strong and historic festival culture within the city from which to build future opportunities and respond to regional destination marketing demands.

Externally

- The relationship with Hyatt Resort has gone through many different phases of development and could be strengthened further in the future.
- There is a strong understanding that economic changes within the region are creating a fast rate of change within the city and that the arts sector must respond to.

Structurally

- The BIAPP Board takes on many responsibilities for arts-related policy decisions and there is the opportunity to further differentiate their tasks and define their roles.
- Given the historic nature of downtown, there is the opportunity to continue developing arts-infrastructure projects (such as benches and statues) in the spirit of the existing Art Boxes.
- There is a potential to grow even stronger connections between the Museum/Historic Society and a larger arts strategy within the city.

Economic growth from the Austin area will continue to have a strong impact on the City of Bastrop bringing both positive (growth in number of residents, growth in number of artists, growth in regional tourism), and negative economic forces (potential retail drop). Fortunately, Bastrop shows a strong foundation of creative industry employment, and a significant number of Bastrop residents work in creative industries.

The team has found that Bastrop has a number of key arts institutions and individuals who have worked for decades to establish the arts economy as a key component of the city. However, given the smaller size of the primary arts stakeholders, there is an opportunity (as well as some recognized challenges) for creating a more cohesive strategy that can enable the arts to serve as an essential component of Bastrop's larger economic development strategy. It is also recognized that the smaller number of key arts and culture stakeholders provides an opportunity for fostering new arts-leadership within the community.

III. Public Engagement and Outcomes

Goals

As part of the planning process we want to ensure that a diversity of stakeholders is always at the table. As the city's blueprint for arts and cultural planning for the foreseeable future, it is critical that the team hears from as many people as possible while the plan is being developed.

Within this context, the goals and objectives for the PEP include:

- A. Create a fun, culturally sensitive, inclusive and engaging process that celebrates Bastrop's history and amenities and involves young people and traditionally underserved populations in Austin;
- B. Design a public engagement process that reaches previously unreached communities and educates Bastrop residents about the value of the arts while facilitating further participation in the arts;
- C. Provide a variety of ways for the public to engage that are accessible in terms of location and timing and provide opportunities for engagement to happen within the context of a person's everyday activities to capture the most complete representation of Bastrop communities; and
- D. Create engagement that is enjoyable, inspiring, and increases community cohesion.

Measuring Success

What will success look like as the PEP is implemented?

1. Participation that is representative of Bastrop's demographics (e.g., homeowners/renters; race and ethnicity; age; location) and the ability to track participation of all involved in the planning process;
2. At the end of the planning process, more residents have learned about and participated in arts and cultural planning through enjoyable and engaging experiences that help them to develop a deeper understanding about opportunities for artistic expression and the variety of creative endeavors already underway in Bastrop;
3. The Master Plan is an easy-to-use and meaningful document, is accessible to the public and includes a clear picture of the input received from the community and the plan's vision, strategies, and priorities; and
4. Development of a public engagement process, including messaging and educational materials, that help define the planning process as a model for Bastrop and other cities across the country and build community connections and relationships that last after the planning process has concluded.

IV. Evaluation of Success

The Evaluation Metrics include:

- Number of people who attend the meetings throughout the life of project
- The age range of participants
- Number of mentions in local and alternative news outlets
- Completed number of surveys
- Number of comments received
- Social media share of content
- Feedback from the BAIPP, Visit Bastrop, and local businesses

Metrics will be captured through:

- Documentation from pop-ups and other community engagement events.
- Surveys results, and other survey tools
- Tracking news
- Website, Google and Facebook analytics (traffic tracking)

V. Public Participation Principles

The Bastrop Arts and Culture Master Plan, as well as the community engagement processes and planning efforts, may use the nearby City of Austin's Public Participation Principles as a source of guidance throughout the planning process. These principles include:

- **Accountability and Transparency**
The City will enable the public to participate in decision-making processes by providing clear information on the issues, the ways to participate, and how their participation contributes to the decision.
- **Fairness & Respect**
The City will maintain a safe environment that cultivates and supports respectful public engagement and will expect participants to do so in turn.
- **Accessibility**
The City will respect and encourage participation by providing ample public notice of opportunities and resources and accommodations that enable all to participate.
- **Predictability & Consistency**
The City will prepare the public to participate by providing meeting agendas, discussion guidelines, notes, and information on next steps.
- **Creativity & Community Collaboration (Inclusivity and Diversity)**
The City will use innovative, proven, and customized engagement solutions that are appropriate to the needs of the projects and the participants.
- **Stewards of Resources**
The City will balance its commitment to provide ample opportunities for public involvement with its commitment to delivering government services efficiently and using City resources wisely.

VI. Stakeholder Mapping and Identification

Identifying audiences who interact directly and indirectly with Bastrop's arts and cultural opportunities is essential to the planning process and should be complemented by decision makers or individuals and organizations that represent wider fields of interests or concerns.

The project Task Force members and consultant team identified potential audiences for the planning process as part of our first task force meeting. Additional organizations and individuals will be added as the process further defines them.

Outreach to this list of stakeholders will be through mailers, public meeting notices and reminders, pop-ups, a survey, meetings in faith communities, and school potlucks. Where appropriate, efforts will be made to contact stakeholders by phone. Below is the proposed list of relevant stakeholder categories to be incorporated as a part of the PEP implementation.

Who are the potential audiences for the planning process?

- City Council members
- Boards and Commissions/Advisory Committees
- City Staff
- BAIPP
- Young Children / Families
- Other Governmental entities (including school staff)
- Festival and park vendors
- Cultural facilities
- Faith communities and faith institutions
- Media (local, trade/industry, tourism and visitors)
- Local Resident Advocacy Groups

As a Department, who is the hardest to reach?

- Working families (some w/more than 2 jobs)
- Non-English speaking households/people
- People who lack transportation
- Disability communities
- Single working parents
- Seniors (particularly those with mobility challenges)
- Young people (young children in middle school, high school and college-aged students)
- Young adults (recent college graduates)
- Apathetic / those who aren't aware arts and cultural opportunities or who are currently apathetic about them

VII. Stakeholder Engagement

Public engagement is the foundation of any successful planning initiative. Working with the various representatives of the community including the public (from those who are dedicated participants to those who are harder to engage), organizations, community leaders, civic groups, and partners throughout the process will help guide the team to better meet the current and future needs of the community.

The elements listed below represent the overall strategies, tools and tactics for engaging the public and stakeholders. They will be designed so that they result in equitable, innovative, and convenient participation across participant segments in the community.

Outreach Activities

Our team is dedicated to taking an inclusive, enjoyable, and engaging approach to stakeholder outreach. Planned and potential outreach activities are outlined below for review. At this draft stage, we have included a comprehensive list of all outreach activities, including some that are not currently in the consultant's scope, but that might be brought in as the planning project develops.

- **Surveys/Questionnaires** – Online and print surveys will be used as a primary tool to gather feedback from stakeholders and interested residents. A carefully structured survey instrument will contain both closed and open-ended questions to help identify information related to specific community concerns and provide key input in the process. These surveys will be discussed in more detail later in the PEP document.
 - **Online Survey #1:** The team will create, host, and disseminate an online survey mirroring the initial set of community pop-up events in order to broaden the reach of engagement. The online survey tool is to be determined (e.g., Survey Monkey, publicinput.com, or TypeForm).
 - **Online Survey #2:** The team will create, host, and disseminate an online survey mirroring the initial set of school-based pot-luck events in order to broaden the reach of engagement. The online survey tool is to be determined (e.g., Survey Monkey, publicinput.com, or TypeForm).
- **Local Media (papers, bulletins)** – A comprehensive public outreach effort recognizes news media as an important stakeholder audience. Local news stories are essential to informing and educating the public. Efforts to inform the media will happen in advance of and during each of the planning events and at project milestones.
- **Flyers/Posters** – Utilized in print and electronic form, flyers are a tool to inform community members of the pop-ups, and other events as scheduled. Not every resident has access to or uses social media and email regularly. Flyers and posters at strategic locations and will be disseminated electronically to stakeholder email databases or group list serves, available on the website, and posted throughout town. All meeting flyers will be in English and Spanish.
- **E-blasts** – Email communications are both efficient and broad reaching. The list of stakeholders developed by the task force and the consultant team will be informed regularly of pop-up meetings and project updates. The consultant team will develop content and the city will distribute e-blasts as needed, and in advance of a public open house or pop-up event to promote attendance and awareness of the project.
- **Social Media** – Understanding that stakeholders prefer to receive information through a variety of mediums, the consultant team will assist City staff to post project updates and other content to the city's social media accounts to expand its reach and grow the base of public involvement participants. Social media efforts may include creating a project specific hashtag for use on Twitter. These digital efforts will promote all opportunities for public involvement on the project.
- **Attend Various Congregation Services** – The team also believes it is important to attempt to engage communities in different areas of Bastrop that are not currently attuned to planning processes in the City. One way that the team will pursue this goal is to attend a series of different congregation services and discuss the planning process with congregation members following the services. In these discussions, we will ask for help spreading the word about the City of Bastrop's planning process, solicit feedback, and ask questions. The team will attend services in both English and Spanish, and will have fluent Spanish speakers present in needed to help translate between parties.
- **Workshops and Pop-Up Events**
The consultant team will conduct a series of workshops and pop-up events which are outlined generally below and will be defined in detail in advance of each planning event:
 - **Pop-Up events:**

The consultant team will “pop-up” at locations around Bastrop. At these pop-ups, the team will inform the public about the current Cultural Arts Master Planning process. The team will also gather feedback about residents’ current interaction with the arts and their basic desires for the future through brief surveys. These pop-ups will occur at numerous locations, including:

- September 7th – Art Walk Outreach
 - September 8th – Art After Dark
 - September 8th – Movies in in the Park
 - The Schulman Theatres
 - YMCA Kerr Center
 - HEB
 - Additional locations TBD
- Workshop #1:
This workshop is tentatively titled the “Chestnut Street Creative Placemaking Workshop,” and will serve as a means to convene key stakeholders in the business sector, non-profit sector, and arts and culture communities in Bastrop to explore what other similar cities with similar challenges are doing in the Creative Placemaking field, brainstorm potential ideas for cross-sector projects, and discuss more carefully the role that the city should take in those projects. The tentative invitation list for this workshop will include members of the Chamber of Commerce, various business owners, members of the Opera House, the director of the Visitors Center and Historical Museum, and other individuals that could facilitate cross-sector conversations. This meeting will also include staff from the Parks and/or Public Works departments to discuss planning ideas relevant to the Colorado River, environmental and health organizations, and local artists.

The team will also spread the word about general survey #1 at this workshop.

- Workshop #2:
This workshop will be tailored specifically to local arts-organizations to help assess how it is the city can help local arts organization – and future arts organizations – in their development. Milwaukee-based consultant Christine Harris who specializes in arts non-profit management will be on hand to lead discussions and brainstorm with staff and board members from local arts organizations about specific policies and programs that the city might embark upon to build capacity within the arts sector.

The team will also spread the word about general survey #2 at this workshop.

➤ School Potlucks

In the month of October the consultant team will work with BISD to coordinate a family-oriented event at two local elementary schools. The project will coordinate the creation of handmade postcards by school students that will be “sent” to their families. Each group will be asked to draw an image that responds to one of the CAMP primary engagement questions:

- When I image art and creativity in my neighborhood I think of.....
- My favorite way to express myself is by (dancing, singing, writing....)
- If I had a magic wand I would bring more of this type of creativity to my city.....

The creation of the postcards will happen in coordination with local art teachers, or other ways that would be appropriate for the school. The labeling of each card with the child’s home address will also be done in coordination with the school. Each premade card will have one face with room for address, postage, and information about the community potluck, and another face which will be blank for the child’s artwork.

Each postcard will announce the Family Potluck which will be held at one of the schools and feature artwork by students and facilitated conversations about the planning process. The goal will be to seek input from students and their families about the planning process and what they would like to see happen in the community.

Other tools to consider for expanding and amplifying outreach include (these would require additional resources from City budget, or fee could be reallocated based on preference):

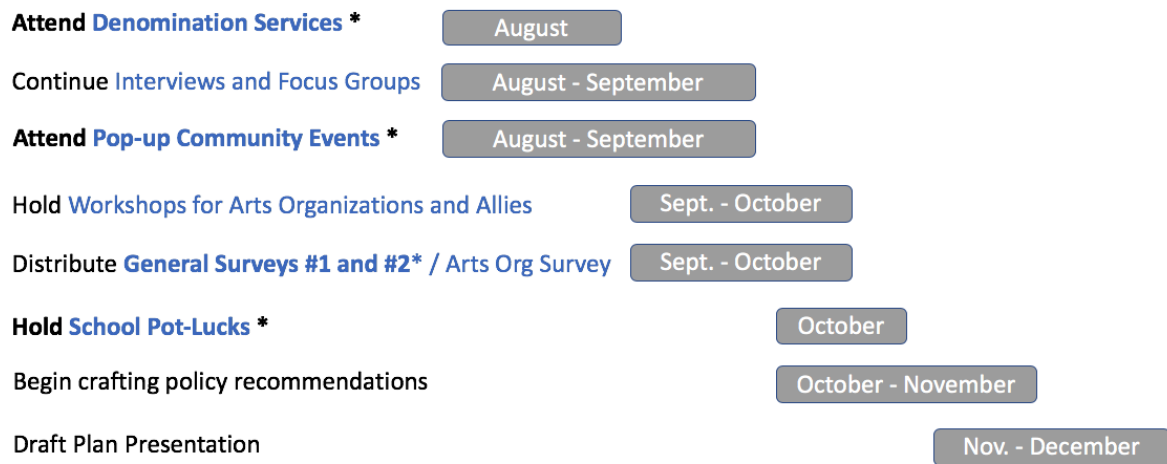
- Social media ads – Facebook, Instagram

- Participate in additional Community Events
- Reach out to additional community stakeholder groups
- Print ads – newspaper, utility bills
- Direct outreach to schools – parents and kids’ backpack mail, add to school email newsletters
- Posting signage in community spaces in addition to parks and facilities
- Radio Ads
- Booth/Displays at community events

VIII. Anticipated Timeline

WORKING DRAFT

Engagement Timeline



* events to connect with general community

Ongoing – E-blast communications, social media, interviews

X: Roles and Responsibilities

(WORKING DRAFT)

City Staff – DRAFT	GO collaborative Consultant Team - DRAFT
• Contribute to Stakeholder Identification • Coordination of dates and locations for public open houses, focus groups, stakeholder interviews • Maintenance and management of project Web site • Maintenance and management of social media postings on City accounts • Review and approval of communication related documents and materials • Distribution of Pop-up event press releases to news media • Distribution of meeting notices and letters to public officials and media • Distribution of Eblasts to project database • Assistance with public open houses and staffing for public open houses • Printing of additional communication materials	• Public Engagement Plan Draft • Statistically Valid and Online survey tool development and hosting • Design and development of Open House Events • Pop-up Events • Assistance coordinating four Focus Group meetings and Summary Findings • Stakeholder identification and database development (informed by City's databases/maintenance) • Spanish-language translation • Drafting of two meeting notices and media releases in advance of each public meeting • Documenting participation and input received at public meetings • Drafting of project updates for online posting, messaging development • Printing of communication materials

Other To be Decided Activities include:

- Social media campaign in addition to updates and event postings
- Press event/launch activity
- Digital/Videography
- Level of engagement with artist involvement (Go Collaborative can assist)

Overall Outreach Activity Summary

Tools and Strategies	Audiences	Connection to the goals	Metric	Impact
Online surveys	Stakeholders and interested residents	B, C	Amount of responses	Getting responses that will provide key insights into the wants, needs, and views of Bastrop residents
Additional interviews	Key stakeholders that we have not yet been reached	B	Recordings and/or transcripts of interviews	Additional input to incorporate into the planning process
Focus groups	Groups of stakeholders not previously reached	A, B, C, D	Transcripts, notes, additional recommendations and foci	Additional input to incorporate into the planning process
Local media	All Bastrop residents	B, C	Amount of notifications sent out, engagement data if possible	Advertising the process and spreading the word, bringing additional people into the process
Flyers/posters	All Bastrop residents	C	Amount of posters in Bastrop with locations listed	Advertising the process and spreading the word, bringing additional people into the process

E-blasts	Stakeholders distinguished by the task force as well as additional listservs	C	Amount of individuals and listservs contacted with estimations of potential reach	Advertising the process, spreading the word, bringing additional people into the process
Social media	All Bastrop residents	B, C	Engagement data	Advertising the process and bringing more people into the planning process
Attend denomination services	Congregation attendees	A, B, C, D	Additional recommendations, amount of congregations attended and people engaged	Bringing in populations that have previously not been involved in the process
Workshops	Key stakeholders in the business and arts and culture communities in Bastrop; City staff from various departments; environmental health organizations; and artists.	A, B, C, D	Survey results, minutes, additional recommendations	Additional recommendations, plans to go forward, establishing working groups and initiatives
Pop-up events	All Bastrop residents	A, B, C, D	Survey results	Creating fun and engaging opportunities for providing input
School potlucks	Children and parents	A, B, C, D	Survey results, minutes, additional recommendations	Creating fun and engaging opportunities for providing input, engaging youth and parents

XI. Project Team Contacts

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City of Bastrop Cultural Arts Master Plan

August 28, 2018

City Hall, Bastrop, TX



Cultural Arts Master Plan

This goal of the plan is to provide a blueprint that lays out the policies, programs, and ideas that will enable the city to best harness its resources to grow and support the local arts and culture sector for residents and visitors alike.

Envisioned at the Start.....



.... Current Engagement Planning

Attend **Denomination Services** *

August

Continue **Interviews and Focus Groups**

August - September

Attend **Pop-up Community Events** *

August - September

Hold **Workshops for Arts Organizations and Allies**

Sept. - October

Distribute **General Surveys #1 and #2*** / Arts Org Survey

Sept. - October

Hold **School Pot-Lucks** *

October

Begin crafting policy recommendations

October - November

Draft Plan Presentation

Nov. - December

** events to connect with general community*

Plan Writing Schedule

October: Drafting and Workshopping Recommendations with staff, advisors, and the community

Early November: Early Draft of Plan for Staff Review

Early December: Draft Plan presentation to Council

Late December: Final Plan presentation





STAFF REPORT

MEETING DATE: August 28, 2018

AGENDA ITEM: 4F

TITLE:

A proclamation of the City Council of the City of Bastrop, Texas recognizing the month of September 2018 as National Preparedness Month.

STAFF REPRESENTATIVE:

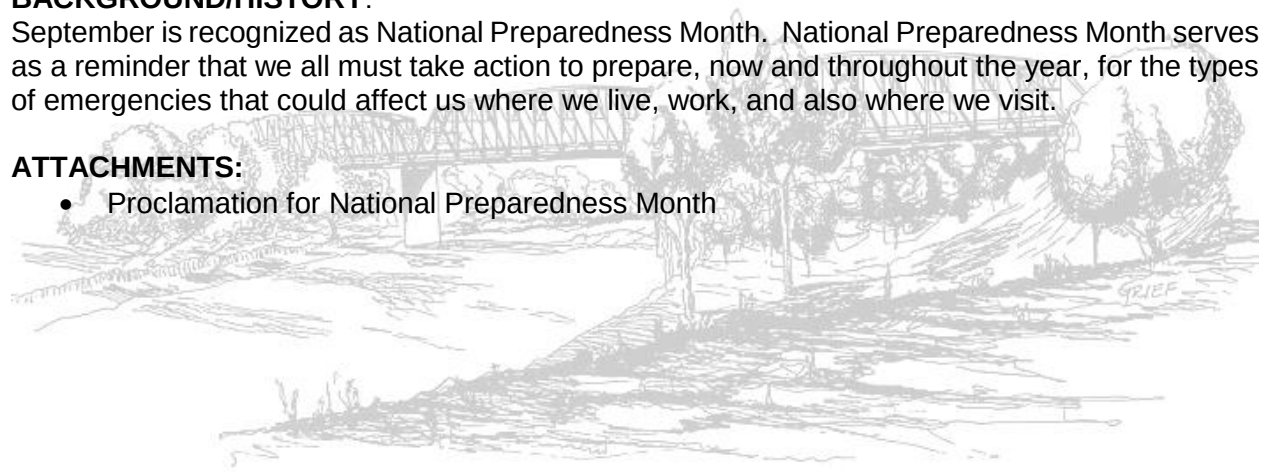
James Altgelt, Public Safety Director & Chief of Police

BACKGROUND/HISTORY:

September is recognized as National Preparedness Month. National Preparedness Month serves as a reminder that we all must take action to prepare, now and throughout the year, for the types of emergencies that could affect us where we live, work, and also where we visit.

ATTACHMENTS:

- Proclamation for National Preparedness Month





PROCLAMATION



WHEREAS, National Preparedness Month is a nationwide effort held each September; and

WHEREAS, The goal of National Preparedness Month is to increase public awareness about the importance of preparing for emergencies and to encourage individuals to take action; and

WHEREAS, The U.S. Department of Homeland Security, through its Ready Campaign and Citizens Corps program, works with a wide variety of organizations, including local, state and federal government agencies and the private sector, to highlight the importance of emergency preparedness and to promote individual involvement through events and activities across the nation; and

WHEREAS, All Americans need to take some simple steps to prepare for emergencies, including getting an emergency supply kit, making a family emergency plan, being informed about different threats, and getting involved in preparing their communities; and

WHEREAS, The natural, man-made and technological emergencies and disasters witnessed nationwide in 2018 illustrate the potential devastation to communities and highlights the importance of preplanning disaster response and sheltering operations.

NOW THEREFORE, I, Mayor Connie B. Schroeder, do hereby proclaim the month of September 2018 as:

NATIONAL PREPAREDNESS MONTH

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Bastrop, Texas to be affixed this 28th day of August 2018.

Connie B. Schroeder, Mayor



STAFF REPORT

MEETING DATE: August 28, 2018

AGENDA ITEM: 4G

TITLE:

Receive presentations from the Bastrop Opera House and the Bastrop County Museum & Visitor Center.

STAFF REPRESENTATIVE:

Sarah O'Brien, Hospitality & Downtown Director
Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

Chapter 351 of the Tax Code provides the requirements on how HOT funds may be spent. As prioritized in the FY 18 Budget, staff has been working to leverage HOT funds to attract tourism and strengthen our sales tax base by maximizing our investment. Staff also continues to work to bring HOT fund users together under the strategic goals and vision that have been developed in line with the Council's Focus Areas, the City's 2018 Work Plan, and the Comprehensive Plan 2036.

The Comprehensive Plan also states that Bastrop's continued emphasis on cultural arts and tourism development through coordinated policies will lead to hundreds of millions in economic activity for the region. Staff will present contracts for FY 19 funding at the September 25th meeting based on feedback from tonight's presentation. Tonight, both entities will provide a year in review and present requests for FY 19 funding

POLICY EXPLANATION:

The FY 18 budget emphasized Council's desire to diversify our revenue sources and increase property tax valuations. A strategic focus on economic development to reduce the City's dependence on sales tax was made a priority. Priority was given to leveraging the \$2,875,000 in annual Hotel Occupancy receipts to maximize the City's opportunity to attract tourism and to work towards becoming a AAA- 4 Diamond destination for Hyatt guests. Staff is recommending HOT funding for the Bastrop Opera House & Museum & Visitor Center under a contractual relationship for FY 19.

Over the last 12 months, with the creation of Visit Bastrop, the establishment of the City's Hospitality & Downtown Department, and the ongoing development of our Cultural Arts Master Plan, we are now uniquely positioned to leverage and work in tandem towards our community goals related to tourism. We hope to continue to effectively market and promote the Opera House and the Museum as part of the overall Bastrop visitor experience. Tonight's reports will provide an update on the FY 18 contract deliverables.

We anticipate that the FY 19 contracts will include the following deliverables:

- Present 9-12 months' worth of programs annually (January – December) designed to appeal to tourists and attract overnight visitation to City Council.
- All art work, images and details regarding the individual programs such as “performances,” “classes,” or “exhibits” for the contract period including ticket prices and purchasing methods. Specific program details must be received by Visit Bastrop through their online CRM system no later than 90 days in advance, preferably 120 days in advance.
- Maintain an active social media and online digital presence.
- Annual Marketing Plan
- Strategic Plan that addresses identifying additional funding sources
- Annual Operating Budget
- In partnership with Visit Bastrop, develop a visitor intercept survey to include data such as: where the visitor is from, demographic data, social-economic data, how they discovered Bastrop (advertising, social media, word-of-mouth), lodging information, length of stay, size of party, primary attractor, intent to return.
- Monthly year-over-year traffic counts and primary market origin.
- Participate in customer service, destination, board development and/or Hotel Occupancy Tax Training as provided by the City or Visit Bastrop.
- Develop and maintain a building rental program and policies allowing opportunities for additional revenue streams and access to the facility to outside users.
- Actively participate in the Cultural Arts Master Plan development and implementation process that is yet to be identified.
- Follow all applicable local, state and federal laws related to building improvements and expenditures of HOT'
- Other deliverables as currently defined in the FY 18 Funding Agreements specific to the assets roles in Bastrop's tourism picture.

Staff will be recommending quarterly reporting requirements to City Council highlighting the upcoming quarter of events and reviewing the current quarter's programs. Quarterly reporting will heighten the sense of accountability of the allocated HOT funds. We would require both entities to annually present requests for future funding and contract adherence. If either entity does not perform according to contract, the entity may not be eligible for future funding.

FUNDING SOURCE:

Hotel Tax Fund

RECOMMENDATION:

- Provide any feedback to the organizations on FY 18 contractual obligations.
- Provide any feedback to staff regarding the proposed FY 19 deliverables so that the FY 19 contract can be brought to Council at the September 25th meeting.

ATTACHMENTS:

- FY 18 Report & FY 19 Funding Request: Bastrop Opera House
- FY 18 Report & FY 19 Funding Request: Bastrop County Museum & Visitor Center



HOT Fund Reporting & Application

2018/2019

Table of Contents

FY 2018 HOT Funding Report – Deliverables

FY 2018 Budget vs. Actual – Visitor Center

FY 2018 Budget vs. Actual - Museum

FY 2019 HOT Funding Combined Budget

FY 2019 HOT Fund Budget – Visitor Center

FY 2019 Museum HOT Fund Application

FY 2019 HOT Fund Budget – Museum

BCHS Board of Trustees

HOT Funding Report FY2018

Deliverables

A. Bastrop County Historical Society Museum

- **Offer free downtown walking tours:** BCHS hosted Historic Downtown Walking Tours each Saturday in May for 57 local and out of town individuals. Ken Kesselus, Richard Kesselus, and Mike Helmick served as tour guides for tours that began at the Visitor Center and lasted 45-60 minutes.
- **Continue to assist with the data population of Downtown, TX:** BCHS archivist, Carol Kysar, and volunteers are researching Building Block 7 and anticipate having completed 14-15 reports by the end FY2018 (September 30, 2018).
- **Provide an annual calendar of events:** BCHS did not complete this task by January 1 but did notify DBA and Visit Bastrop well in advance of events. BCHS is working on calendar for 2019.

B. Visitor Center

- **Supply visitor center facility amenities:** The VC prominently displays brochures and maps from 183 locations across the state. In addition, travel guides, maps, and event calendars are provided to the VC by TxDOT. Approximately 20 local and county maps and brochures are available for visitors. The VC is open for First Friday and special downtown events in order to provide restroom facilities for visitors.
- **Provide “goodie bag” services:** 100 brochures and maps were provided to AME Church for their church conference in March. Local brochures and maps were provided for a recent 450+ person conference at the Hyatt. Gift bags were provided for Small Business Revolution representatives. BCHS provides step-on bus tour guides for out-of-town bus tour groups at their request. (See attachment listing tours provided during FY2018.)
- **Allow training of volunteers:** The VC coordinator organized our own training of volunteers at Hyatt Lost Pines and McKinney Roughs. The volunteers will be visiting other attractions in the future.
- **Remain open for downtown special events:** The VC is open for all First Friday Art Walks, Friday Night of Veterans Weekend, Lost Pines Christmas Parade, Sip and Swirl, July 4 festivities, various Pub Crawls, Table on Main.
- **Assist Visit Bastrop with distribution and creation of info to be distributed by Visitor Center:** VC distributes local information and maps for Visit Bastrop and DBA.
- **Work with Visit Bastrop and Explore Bastrop County to create “programming”:** BCHS and the VC offered ½ price admission to the Museum for the Veterans Car Show and Texas Tough Mudders. Free Museum admission was offered to Texas Travel Industry Association meeting participants. A reception was held at the Museum in January for the Small Business Revolution. BCHS and the VC hosted 55 members of the Texas Historical Foundation in April with a docent-led tour of the Museum, presentation of Bastrop history, tour and presentation of Museum archives, tour of David and Libby

Sartain's historic home, and reception for area preservationists. Walking tours of downtown were offered on each Saturday during May and will be offered again in October.

- **Create visitor's feedback survey:** To be determined
- **Use interactive media displays:** Digital informational map is in development stage.
- **Increase social media:** VC has increased Facebook presence.
- **Offer "flash" sales:** Although we did not host a "flash" sale, we did have an end of year gift shop sale
- **Work toward development of a long-range strategic plan:** Current strategic plan expires in 2019. Plans are being made for new one.
- **Volunteer coordinator:** All walking tour, museum docent and step on bus tour curricula has been documented and available for new recruits; orientation & training programs have been developed and processes and procedures put in place to begin building a robust volunteer program to assist in providing additional activities to visitors and residents.

2018 Tours			
Date	Group	Number	Type
Oct. 25	Czech Heritage Society, Sugar Land	15	Step-on & First United Methodist Church
Oct. 26	Calvary 3 rd graders	15	Museum w/scavenger hunt
Nov. 2 CANCELLED Hurricane Harvey	City of West University	18	Step-on & FUMC
Nov. 17	Calvary Episcopal 6 th graders	5	Museum w/scavenger hunt
Dec. 7	Spicewood Art Group	20	Walking tour of downtown
Jan. 3	Little Sheep Learning Center	20	Museum tour
Jan. 25	Bluebonnet Trails Community Group	25	Museum
March 29	Purple Sage Elem. Round Rock	65	Museum
April 10	Spade & Travel Garden Club Gonzales	26	Museum and art center
April 13	Mina 4 th Graders	154	Museum
April 13	Texas Heritage Tours Dallas	37	Step-on & museum
April 13	El Camino Real Board	15-20	Docent led museum tour
April 20	Texas Historical Foundation	60	Step-on, Museum, Ancient Oaks
May 12		15	Downtown Walking Tour
May 14 Cancelled; arrived 90 min. late	Young at Heart/SE Houston	10+	Step-on tour Arrived 12:10
May 15	Pflugerville Parks and Recreation	10	Museum tour
May 17	Mt. Calvary Lutheran Day Trippers, San Antonio	20	Museum Tour
May 17	Mary Peckham Park Seniors	10	Museum Tour
May 19		7	Downtown Walking Tour
May 26		18	Downtown Walking Tour

3:12 PM

07/19/18

Accrual Basis

Bastrop Old Town Visitor Center
Profit & Loss Budget vs. Actual
October 2017 through June 2018

	Oct '17 - Jun 18	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Hotel/Motel Tax	86,250.00	0.00	86,250.00	100.0%
Miscellaneous	0.00	0.00	0.00	0.0%
Total Income	86,250.00	0.00	86,250.00	100.0%
Expense				
Advertising	0.00	0.00	0.00	0.0%
Building maintenance				
Air conditioning repair	824.00			
Pest Control	69.00			
Track lights & light heads	584.88			
Building maintenance - Other	1,155.00	3,000.00	-1,845.00	38.5%
Total Building maintenance	2,632.88	3,000.00	-367.12	87.8%
Computer Expenses				
Computer equipment & Software	721.44	1,740.00	-1,018.56	41.5%
Computer repair/service	889.34	1,200.00	-310.66	74.1%
Computer Expenses - Other	0.00	0.00	0.00	0.0%
Total Computer Expenses	1,610.78	2,940.00	-1,329.22	54.8%
Dues & Subscriptions	0.00			
Equipment	0.00	0.00	0.00	0.0%
Four Winds	610.08	800.00	-189.92	76.3%
Insurance	2,049.61	4,000.00	-1,950.39	51.2%
Janitorial Service	2,242.00	3,600.00	-1,358.00	62.3%
Janitorial Supplies	221.54	300.00	-78.46	73.8%
Marketing & Promotion	1,355.45	3,034.00	-1,678.55	44.7%
Misc.	188.14			
Office Supplies	403.29	1,000.00	-596.71	40.3%
Payroll Expenses				
Payroll Taxes	1,486.32			
Payroll Expenses - Other	56,283.97	82,776.00	-26,492.03	68.0%
Total Payroll Expenses	57,770.29	82,776.00	-25,005.71	69.8%
Postage	429.29	500.00	-70.71	85.9%
Printing	480.00	800.00	-320.00	60.0%
Reimbursement	22,708.11			
Signage	18.95			
Tax preparation	325.00	0.00	325.00	100.0%
Telephone	632.72	1,000.00	-367.28	63.3%
Tourism Brochure	0.00	4,000.00	-4,000.00	0.0%
Utilities	3,888.60	7,250.00	-3,361.40	53.6%
Total Expense	97,566.73	115,000.00	-17,433.27	84.8%
Net Ordinary Income	-11,316.73	-115,000.00	103,683.27	9.8%
Net Income	-11,316.73	-115,000.00	103,683.27	9.8%

Profit & Loss Budget vs. Actual

Accrual Basis

October 2017 through June 2018

	Oct '17 - Jun 18	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
HOTEL MOTEL TAX	25,158.75	33,545.00	-8,386.25	75.0%
Total Income	25,158.75	33,545.00	-8,386.25	75.0%
Expense				
ADVERTISING	1,200.50	1,200.00	0.50	100.0%
ARCHIVAL SPEAKING ENGAGEMENTS	0.00	300.00	-300.00	0.0%
ARCHIVAL SUPPLIES/SUPPORT				
EQUIPMENT	838.99	780.00	58.99	107.6%
ORAL HISTORY	1,191.26	1,365.00	-173.74	87.3%
SUPPLIES	428.23	920.00	-491.77	46.5%
Total ARCHIVAL SUPPLIES/SUPPORT	2,458.48	3,065.00	-606.52	80.2%
ARCHIVIST PROMOTION	0.00	0.00	0.00	0.0%
BCHS HOT PAYROLL				
Homes Tour	3,763.00	5,645.00	-1,882.00	66.7%
Preservation & Promotion	9,552.00	13,068.00	-3,516.00	73.1%
BCHS HOT PAYROLL - Other	3,077.00			
Total BCHS HOT PAYROLL	16,392.00	18,713.00	-2,321.00	87.6%
CONTIN. VISITOR COMM.	2,221.77	2,267.00	-45.23	98.0%
EXHIBITS - TEMPORARY	1,239.82	2,000.00	-760.18	62.0%
GUEST SPEAKER/QUARTERLY MEETI...	350.27	500.00	-149.73	70.1%
INTERNET	20.76	500.00	-479.24	4.2%
POSTAGE	199.26	600.00	-400.74	33.2%
PRINTING & DESIGN OF BROCHURE	96.00	2,000.00	-1,904.00	4.8%
Refreshments	47.05			
Reimbursement of HOT Funds	2,712.28			
SIGNAGE	0.00	200.00	-200.00	0.0%
TOUR				
Docent Led	40.20			
Homes	824.94			
TOUR - Other	195.00	1,700.00	-1,505.00	11.5%
Total TOUR	1,060.14	1,700.00	-639.86	62.4%
WEBSITE	306.50	500.00	-193.50	61.3%
Total Expense	28,304.83	33,545.00	-5,240.17	84.4%
Net Ordinary Income	-3,146.08	0.00	-3,146.08	100.0%
Net Income	-3,146.08	0.00	-3,146.08	100.0%



**Bastrop County Historical Society
Visitor Center & Museum Combined HOT Budget
FY 2019**

Combined Budgets	2019	2018
Visitor Center	\$102,000	\$115,000
BCHS Preservation & Promotion	\$34,893	\$25,000
BCHS Homes Tour	<u>\$9,944</u>	<u>\$8,545</u>
Total	\$146,837	\$148,545

Overall budget request for 2019 has been reduced.

With funds allocated during 2018 Visitor Center staff focused on putting systems (i.e. robust volunteer program, staff training and policies & procedures) in place to ensure higher efficiency. This has resulted in lower operating cost for the Visitor Center.

In 2019 staff will focus on increasing our Preservation & Promotion efforts. We are requesting an increase in funding in that area which is offset by the savings from the Visitor Center, resulting in an overall savings of \$1,500.



BCHS Visitor Center Budget FY 2019

Expenses:

Dedicated Visitor Center Facility

Administration & Office

Four Winds	\$800.00
Computer Equipment & Software	\$1,000.00
Computer Maintenance & Repair	\$1,200.00
Insurance	\$4,000.00
Office Supplies	\$700.00
Telephone	\$1,000.00
Printing	\$800.00
Postage	\$1,050.00

Building Operations (50%)

Building Maintenance (Includes Elevator & AC)	\$3,000.00
Housekeeping	\$3,000.00
Janitorial Supplies	\$300.00
Utilities	\$7,000.00

Payroll & Payroll Taxes (See attachment)	\$68,904.00
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Special Events

Housekeeping/Janitorial Service	\$600.00
Payroll & Payroll Taxes	\$1,625.00

Subtotal	\$94,979.00
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Tourism Brochure

Design & Printing	\$3,500.00
Distribution	\$500.00

Marketing & Promotion	\$3,021.00
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Total	\$102,000.00
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Visitor Center Payroll Detail

VC Manager	\$32,400.00
VC Associate Weekend/Special Events	\$8,424.00
Director (50%)	<u>\$28,080.00</u>
Total	\$68,904.00

Bastrop County Historical Society

904 Main Street

Bastrop, TX 78602

512.303.0057

www.bastropcountyhistoricalsociety.com

Kaye Sapikas, Director

Is your organization 501(c)3? Yes

Tax ID# 74-1650053

Total Amount Requested \$43,337.00

Total Amount Granted 2018 \$33,545.00

Provide a brief description of your organization's mission:

History comes alive when someone can visit the places, examine the artifacts, appreciate the images, and study the actual words that came before us. A concerted effort to preserve our heritage is critical to our cultural, educational, aesthetic, inspirational, and economic legacies — all the things that, quite literally, make us who we are.

In 1952 the Bastrop County Historical Society (BCHS) was founded to provide the “concerted effort” of collecting and preserving the materials, artifacts and documents relating to the history of Stephen F. Austin’s Little Colony now known as Bastrop.

The result of these efforts includes a remarkable museum, a state of the art collection of artifacts, insightful presentations and professional video productions that span more than 9 million years – from a prehistoric mastodon skull to half-burned possessions recovered from the devastating 2011 Bastrop Complex Fire.

In addition, BCHS inspires Bastrop’s youth through frequent student tours, coordinates authoritative speaker presentations four times a year, maintains a research library containing over 13, 856 pieces, comprised of 7,058 archives, 1,844 objects, and 4,433 photographs. BCHS also assists in historical site preservation (Fairview Cemetery and Kerr Community Center). All of which add to the experience that residents, residents’ family and friends and tourists enjoy.

Promoting Heritage Tourism:

The Museum and Visitor Center of BCHS is open seven days a week. Our front gallery, with eight ‘state of the art’ exhibits (a timeline from early history to present, El Camino Real de los Tejas, The Colorado River, The Lost Pines, and the Baron de Bastrop) was completed in November 2013. The Settlers Exhibit, our first exhibit in our Maynard Room Galleries, opened in February 2015, quickly followed by the Runaway Scrape Exhibit in May 2015 and the Road to Independence Exhibit debuted in the Summer of 2015.

A successful Capital Campaign was launched during the summer of 2015 to fund the completion of the five remaining exhibits in the Maynard Room Galleries. WW II and Camp Swift opened Memorial Day Weekend 2016. When Cotton Was King opened in February 2017. Governor Joseph Draper Sayers and The Cattle Industry exhibits opened in March 2018 and our final exhibit Coal Mines, including oral interviews with miners and the growth of the Hispanic population in Bastrop County which will open October 2018.

With the opening of our newest exhibits, BCHS updated its museum brochure in Fall 2017 to include photos of those exhibits and will need to update it again in Fall 2018 to include newly added exhibits.

Over the past year BCHS has sponsored three special exhibits –the Ladies Reading Circle, Early Bastrop County Education, and World War II on the Home Front. A fourth special exhibit is planned for later this year.

Through the museum, the society promotes Bastrop history by providing a variety of tours. All are available to local citizens, school children, and tourists. Additional BCHS activities: Main Street Revolution reception, hosted Texas Historical Foundation during their conference at the Hyatt, wine tasting and music during the Music Festival, and walking tours each Saturday in May which will continue with tours each Saturday in October. In addition, BCHS participates in all First Friday Art Walks with free admission to the Museum.

Advertising

BCHS has a website and we have expanded our presence on social media with an ongoing Facebook page, a TripAdvisor page, and various internet listings on tourism related sites.

Our advertising over the past year included and will include the following: banners to advertise the Homes Tour and new exhibits, Houston House and Home magazine, The Bastropian, Elgin Courier, The Guide to Bastrop County, and Bastrop City/County Chamber Map.

Project #1 - Promotion of Museum & Historic Preservation

\$34,893

How will you measure the impact of your event on area hotel activity? NA

Tell us about your event or project.

In 2018 we purchased recording equipment and collected 12 oral histories which will continue in 2019. These follow the StoryCorp concept. Utilizing volunteers to record and catalog Bastrop's rich and diverse history through conversations with those who remember the events of days gone by. These stories will be preserved for future generations and be used in exhibits created by BCHS for the over 8,000 visitors coming to explore the "most historic small town in Texas."

From October 2017 – June 2018 we have had 66 research requests.

In addition to archival activities our Archivist is continuing our work with the "Imagine the Possibilities" program developed by Bastrop Main Street. She has provided research, complete with cited sources and bibliography on 4 properties and anticipates completing 9 additional properties by September 30. She will continue to work on the remaining 115 during FY2019..

The cost for the part time archivist is approximately \$14,000 a year. In addition to the part time staff member, BCHS archive volunteers provide approximately 950 hours annually.

With the adoption of our newest long-range plan in 2014, our goal is to have a sustainable source of funding so that we can be assured we can continue to maintain our facility, exhibits, and research archives. The total budget for the museum side of our operation is approximately \$130,000, city HOT funds provide about 30% of what we need. The rest is raised through other

sources like garage sales, Homes Tour and Rendezvous, donations, memberships and museum admissions.

Facilities Operations and Maintenance

It should be noted that costs such as utilities, cleaning, insurance and elevator maintenance are shared with the Visitor Center on a prorated basis.

Project #2 – Tours

\$8,444

How will you measure the impact of your event on area hotel activity?

In 2017, over 400 guests attended BCHS's Holiday Homes Tour. Although we tried to collect zip code information, we were unable to do so.

Tell us about your event or project:

The BCHS Museum and Visitor Center gives tours to small and large groups who either schedule a tour or show up unannounced. Throughout the year, we conduct "Step-On" bus tours of the historic district including promotion of local hotels and bed and breakfast inns for groups ranging from 10 to 60 people. The following is a list of 2018 tours to date:

2018 Tours			
Date	Group	Number	Type
Oct. 25	Czech Heritage Society, Sugar Land	15	Step-on & First United Methodist Church
Oct. 26	Calvary 3 rd graders	15	Museum w/scavenger hunt
Nov. 2 CANCELLED Hurricane Harvey	City of West University	18	Step-on & FUMC
Nov. 17	Calvary Episcopal 6 th graders	5	Museum w/scavenger hunt
Dec. 7	Spicewood Art Group	20	Walking tour of downtown
Jan. 3	Little Sheep Learning Center	20	Museum tour
Jan. 25	Bluebonnet Trails Community Group	25	Museum
March 29	Purple Sage Elem. Round Rock	65	Museum
April 10	Spade & Travel Garden Club Gonzales	26	Museum and art center
April 13	Mina 4 th Graders	154	Museum
April 13	Texas Heritage Tours Dallas	37	Step-on & museum
April 13	El Camino Real Board	15-20	Docent led museum tour
April 20	Texas Historical Foundation	60	Step-on, Museum, Ancient Oaks
May 12		15	Downtown Walking Tour
May 14 Cancelled; arrived 90 min. late	Young at Heart/SE Houston	10+	Step-on tour Arrived 12:10
May 15	Pflugerville Parks and Recreation	10	Museum tour
May 17	Mt. Calvary Lutheran Day Trippers, San Antonio	20	Museum Tour
May 17	Mary Peckham Park Seniors	10	Museum Tour
May 19		7	Downtown Walking Tour
May 26		18	Downtown Walking Tour

Finally, BCHS's annual Holiday Homes Tour attracts local citizens and tourists to Bastrop. Historical research, tickets, news articles, signage, postage, a special website, paid staff, and more than 90 volunteers work together to promote Bastrop's history through our historic homes. On the day of the event alone, over 500 volunteer hours are logged. BCHS started this event in 1965 with its "Pilgrimage of Homes." Over the years many other local groups have added their own events and activities for that weekend, with the Holiday Homes Tour thus becoming the anchor for Christmas in the Lost Pines.

During 2018 curriculum for downtown walking tours, docent-led museum tours, and step-on bus tours was developed which will allow us to increase our volunteer pool of qualified tour guides. And allowing us to promote this feature more aggressively in the second half of 2019.



BCHS Museum HOT Fund Budget FY 2019

Income from HOT Funds **\$44,837**

Allotment for Preservation & Promotion **\$34,893**

Archival Equipment	\$670
Archival Supplies	\$525
Archivist Speaking Engagements (3)	\$300
Design & Printing New Brochure	\$2,000
Exhibits (Temporary & Traveling)	\$3,000
Permanent Exhibit Maintenance	\$2,000
Books and other collection material	\$250
Guest Speakers	\$500
Continuing Visitor Communication	\$3,000
Payroll & Taxes	\$21,348
Postage	\$600
Signage	\$200
Website	\$500
	\$34,893

Allotment for Tours & Rendezvous Public Gala **\$9,944**

(Home Tour/Tour Expenses)	
Advertising Home Tour	\$1,200
Gift for Homeowners on Tour	\$200
Home Tour Printing	\$900
Payroll & Taxes	\$5,544
Postage	\$300
Refreshments for VC Day of Tour	\$50
Rendezvous	\$1,500
Sponsor Board	\$250
	\$9,944

Preservation Budget Detail

Archival Equipment

Laptop	\$250
File Cabinet	\$100
Printer Cartridges	\$100
Envelopes, Packing Tape, Binders	\$50
Document Repair Tape	\$70
Bookcase	\$100
	\$670

Archival Supplies

Storage Materials

Bankers Boxes	\$100
Archival Clothes Hangar	\$125
Archival File Folders	\$60
Archival Document Sleeves	\$25
Archival Photo Sleeves	\$15
Archival Boxes	\$200
	\$525

Preservation & Promotion Payroll Detail

Archivist (12 Months - Part time)	\$14,328
Director (12 Months - 1/8 time)	\$7,020
	\$21,348

Tours Budget Detail

Payroll & Taxes	
Office Manager - 3 Months	\$3,789
1/8 Director - 3 Months	\$1,755
	\$5,544

BASTROP COUNTY HISTORICAL SOCIETY

904 MAIN STREET
BASTROP, TEXAS 78602
(512) 303-0057

2018 BCHS Trustees

Trustees

Lee Ann Calaway	512-659-4558	Term expires 2020	2008
Sandra Chipley	512-963-8265	Term expires 2020	2010
Barbara Clemons	512-988-8033	Term expires 2020	2014
Dan Hays-Clark	512-303-7701	Term expires 2020	2011
Michal Hubbard	512-517-1416	Term expires 2020	2018
Doris Kershaw	512-321-2104	Term expires 2020	2014
Susan Wendel	512-284-4107	Term expires 2020	2018
Jane Wright	512-844-8243	Term expires 2020	2011
Betty Dunkerley	512-750-9215	Term expires 2020	2010
Sharah Johnson	512-284-4624	Term expires 2019	2015
Jennifer Leisure	512-922-1281	Term expires 2019	2017
Mary McMurrey	512-922-1607	Term expires 2019	2006
Joe Grady Tuck	512-925-2703	Term expires 2019	2017
Glenda Dayton	512-718-1102	Term expires 2019	2016
Jim Lewis	512-296-0883	Term expires 2019	2016

Our Mission:

To preserve and promote the history of Bastrop County

Bastrop Opera House
Hot Funds Application
2018/2019

Hot Funding Report FY 2017-2018 Season– Deliverables

- The Bastrop Opera House created a year long season that was heavily marketed. Our season runs from September-September. In the 2017-2018 season the Opera House produced 8 full productions and brought in 9 touring shows.
- We use Arts People which is an online ticket software for performing arts. This program has powerful tools to help us create targeted communications with our patrons. It also allows us to run off reports showing where all our ticket purchasers are from based on zip codes. This is how we know that over 50% are from outside of Bastrop county.
- Bastrop Opera House hosted several different events throughout the season for the community.
 1. The Bastrop County Best of the Best” awards ceremony was hosted at the Opera House as well as the Small Business Revolution Revealing Party.
 2. The Small Business Revolution Announcement Party was hosted at the OH.
 3. Bastrop hotel sales meeting
 4. Bastrop Film Friendly Workshop
 5. Bastrop County Tourism Rally
 6. Start off place for Christmas Cookie Crawl
- Bastrop Opera House rented the facility throughout the 2017-2018 season
 1. Bastrop County Honor Choir Performance Fundraiser
 2. Heart of Texas Church of Christ
 3. Conor McAnally /Honor Choir Fundraiser
 4. Historical Society Rendezvous
 5. Paxton Carpenter for week long company training
- The Opera House uses Arts People which is an online ticket software for performing arts. This program has powerful tools to help us create targeted reports. It also allows us to run off reports showing where all our ticket purchasers are from based on zip codes. This is how we know that over 50% are from outside of Bastrop county.
 1. Tickets sales for 2017-2018: 3,282 tickets sold online
 2. approximately 958 at the door. At the time of this report, we still have tickets to sell through August for this season.
 3. 1,233 tickets were from Bastrop zip code
- The Opera House is home to the Bastrop Opera House Youth Performing Arts Academy that has approximately 60 youth ages 3- high school enrolled. Each season 2 major youth productions are performed (fall and spring).
- In June of this season the Opera House had its first 2-week long summer musical theatre group that had 16 youth enrolled. This was a very successful camp and will be repeated this next summer.

Bastrop Opera House

711 Spring Street

Bastrop, TX 78602

Lisa Holcomb, Executive Director

Is this organization a 501 (c) 3? YES

Tax Id # 74-2161743

Total Amount Requested: \$132,055

Bastrop Opera House Mission:

The Bastrop Opera House was built in 1889 and is still producing quality entertainment for families. Plays are an ancient form of storytelling. Some are light hearted; some are deep and profound. All offer a message to the audience. Classic and contemporary plays and musicals speak to us because they explore what it means to be human. The Bastrop Opera House strives to give its performers the chance to perform and entertain. To give a gift back to the community in the form of acting.

To watch the Opera House come “alive” this last season has been a thrill for those of us involved with the Opera House. Almost any evening of the week, Monday-Thursday, you can come by and see actors, musicians, techs, all working together to get ready for the next show. Afternoons you’ll find children in the Opera House learning the art of theatre and most weekends you can be entertained with a play, musical or one of the touring shows.

We often have people call from out of town (sometimes out of state) to say that they want to come to Bastrop to see a show and want to know where to stay, eat, etc. We have people from out of town come see a show who say they will be returning to see another show but will stay the whole weekend.

Community theatre is a team effort opportunity for people of all talents, skills and energy . It enriches the community -- financially and artistically. Theatre is a wonderful leveler of people -- background becomes a moot issue. Plumbers work with and act next to bank presidents, children, and occasionally dogs.

- JoAnne Nissen, Retired Vice President, MRA-The Management Association, Racine, WI

Bastrop Opera House 2017-2018 Season

The OH had a fantastic and full season. There was hardly a weekend that didn't have a show/event/live music happening. The season consisted of:

War of the Worlds Radio Show

Rocky Horror Picture Show

The Derailers

Walkin' The Line

Austin Troubadours

Completely Hollywood

Decee Cornish Tribute To Washington Carver

Dona Rosita's Jalapeno Kitchen

E Flat Porch Band

Gospel Music Concert

Kitchen Witches

Flamenco Ensemble

Murder at Rutherford House

The Bible In 30 Minutes... Or Less

The Enchanted Bookshop

The Fantasticks

The Stories of Scheherazade

Clinically Undepressed

Bastrop Opera House 2018-2019 Hot Funds Request

Hot funds for the 2018-2019 season will be used for:

- Production expenses
- Advertising/Promoting
- Production Equipment
- Conferences
- Staff

Funds will be used in promoting the art of theatre and encouraging attendance of events for out of town visitors thereby directly growing and advancing cultural tourism and hotel industry.

The Bastrop community will benefit from the Opera House by having high quality performances/shows brought to them. This will bring in both day visitors as well as overnight visitors who will come to Bastrop for the purpose of attending a performance at the Opera House. We receive calls on a regular basis from people out of town who want to come see a show/event at the Opera House but also want to know where to stay, eat, etc. while they are in Bastrop.

The Bastrop Opera House is currently the only live community theatre venue in Bastrop. There are other venues in Bastrop that provide live bands, however the Opera House is the only community venue that provides live theatre and the only venue that provides educational and acting opportunities for Bastrop citizens.

The new season will consist of:

Walkin' The Line September 7, 8

OZ! The Musical September 14, 15, 21, 22, 28, 29 at 7:30 pm
September 16 at 2:30 pm

The Legend of Sleepy Hollow October 12, 13, 19, 20, 26, 27 at 7:30 pm
October 21 at 2:30 pm

D'Vine Testament November 10, 7:30 pm

Nuncrackers November 30 at 7:30 pm
December 1, 7, 14, 15, at 7:30 pm
December 8 at 2:30 pm
December 9 at 2:30 pm

The Cemetery Club January 11, 12, 18, 19, 25, 26 at 7:30 pm
January 20 at 2:30 pm

Steal Away Home
February 8, 9, 15, 16 at 7:30 pm
February 10 & 17 at 2:30 pm

Gilbert & Sullivan Valentine Dinner Theatre Show
February 14th

Texas Free! Victory or Death (Dinner Theatre) March 2

Guy Forsyth in Concert
March 9th

If You're Irish, Come Into The Parlor March 17

Dracula: The Musical? March 29, 30 at 7:30 pm
April 5, 6, 12, 13 at 7:30 pm
April 7 at 2:30 pm

Bastrop County Bar Association Murder Trial April 26-28

Dearly Beloved May 17, 18, 24, 25, 31 and June 1 at 7:30 pm
May 26 at 2:30 pm

Newsies The Broadway Musical July 12, 13, 19, 20, 26, 27 at 7:30 pm
July 21 at 2:30 pm

Helium August 9, 10, 16, 17, 23, 24 at 7:30 pm
August 18 at 2:30 pm

Hot Funds Proposal Budget

Production Expenses

9 Main productions: \$30,855

8 Touring shows: \$11,000

Advertising/promotions/social media: \$25,200

Production equipment: \$20,000

Total Production Expense: \$87,055

Conferences

\$5000

Bastrop Opera House will participate in the Texas Nonprofit conferences throughout the 2019 season. This promotes both the Opera House as well as Bastrop.

Staff Salary

\$40,000

Current executive director is an unpaid position. The board wants to be able to move this to a paid position for the current executive director. Hot funds will help us to do that until the Opera House can fund that position on their own. The goal for 2019-2020 FY is for the Bastrop Opera House to fund at least 50% of salary and increasing the percentage each year thereafter.

Total: 132,055

2018-2019 Hot Funds Proposal

Bastrop Opera House Celebrating 130 Years



Mission

The mission of the Bastrop Opera House®, a non-profit theatre organization, is to produce quality theatrical productions that entertain, inform and stimulate our audiences.



Objectives

Our objectives are:

- to build theatre audiences
- to educate performers of all ages
- to create or sponsor new stage works
- to nurture new related programs
- to provide professional direction, leadership, and supervision
- to maintain a strong arts business cultivating tourism

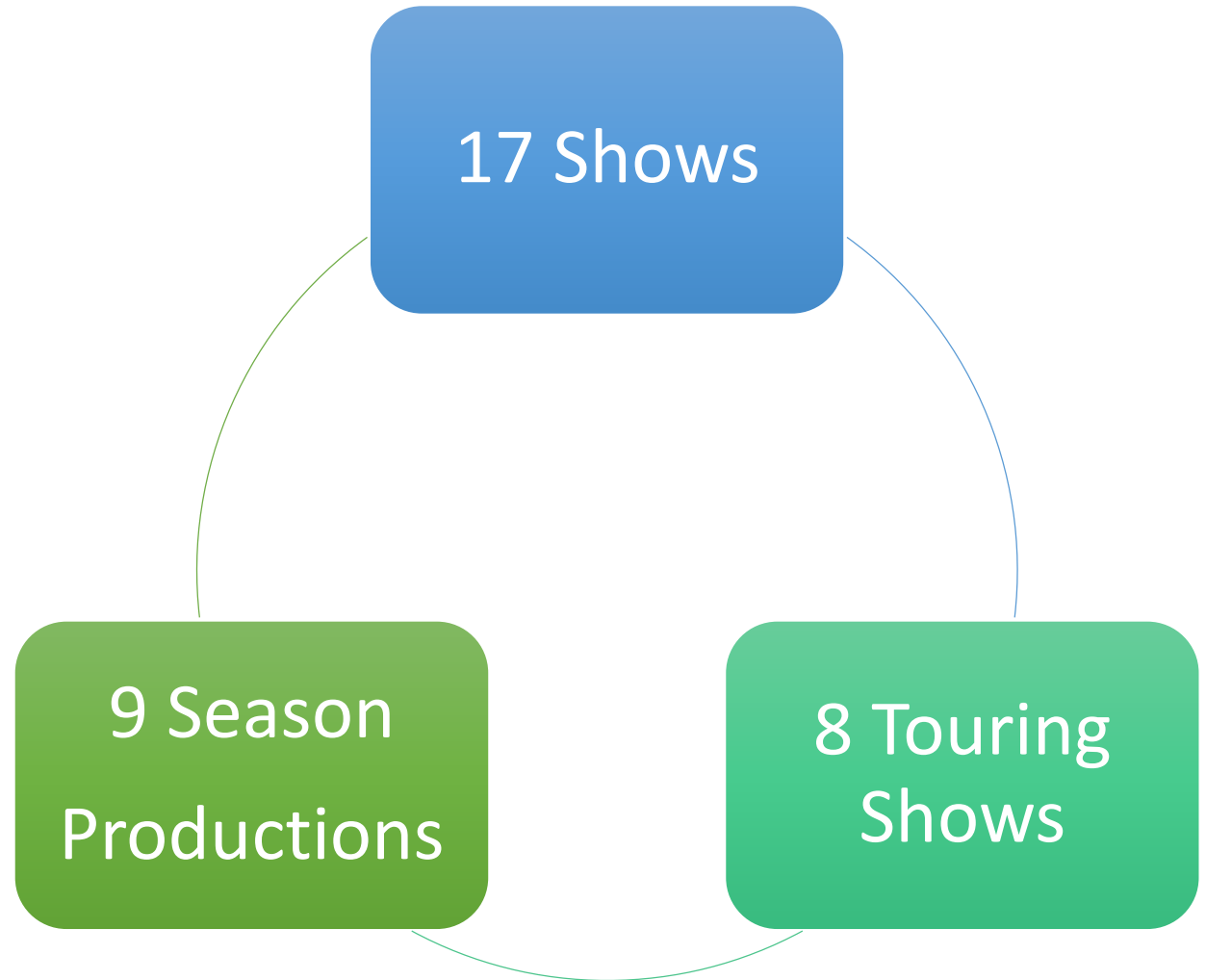
2016-2017 Season vs. 2017-2018 Season Comparison

Reflects how many individual tickets sold

2016-2017 Season	Online Sales: 1,138	Door Sales: 466	Total: 1604
2017-2018 Season	Online Sales: 2,975	Door Sales: 1,175	Total: 4,150

Difference in Tickets Sold: 2,546

2017-2018
Season





2017-2018
Season Shows
Musicals
Plays
Bands/Concerts



Bastrop Opera House Volunteers

Box Office: 1,836 hours

Production: 1,080

Administration: 1,920 hours





THE **BiG** **BAD** **MUSICAL**

**A HOWLING
COURTROOM COMEDY**



Bastrop Opera House hosted several different events throughout the season for the community

- -The Bastrop County Best of The Best Awards
- -Small Business Revolution Revealing party
- -Bastrop hotel sales meeting
- -Bastrop film friendly workshop
- -Bastrop County Tourism Rally
- -Start off location for Christmas Cookie Crawl
- Texas Nonprofit Theatre Board Retreat

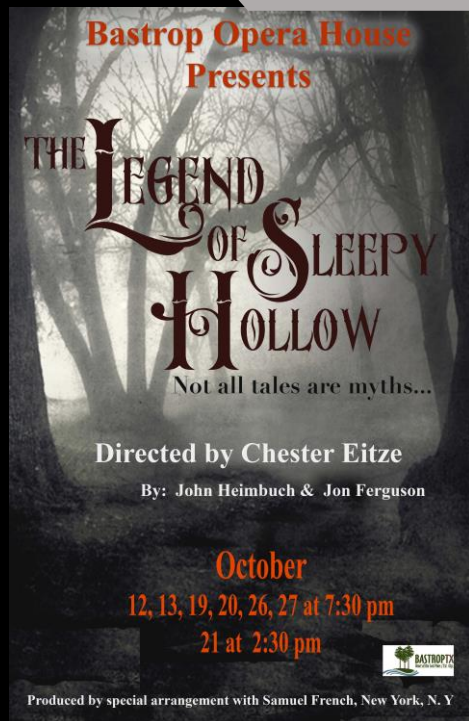
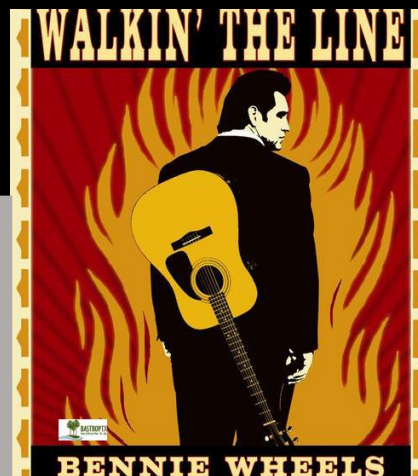


RENTALS



- Bastrop County Honor Choir Performance Fundraiser
- Heart of Texas Church of Christ
- Conor McAnally /Honor Choir Fundraiser
- Historical Society Rendezvous
- Paxton Carpenter Company for week long company safety training





16 Shows

Supporting Tourism

- Over 50% of ticket sales are from outside of Bastrop County
- Bring in tour groups
- Working with local businesses
- Currently working on bringing the Texas Nonprofit Youth Festival to Bastrop for the years 2020 & 2021

Thank You





STAFF REPORT

MEETING DATE: August 28, 2018

AGENDA ITEM: 5A

TITLE:

Discuss Proposed FY 2019 Budget and provide feedback to staff.

STAFF REPRESENTATIVE:

Lynda K. Humble, City Manager





STAFF REPORT

MEETING DATE: August 28, 2018

AGENDA ITEM: 5B

TITLE:

Discuss process and timetable for changing speed limit on Spring and Farm Streets (east of SH 95) and C.P. Johnson Lane.

STAFF REPRESENTATIVE:

James Altgelt, Director of Public Safety/Chief of Police





STAFF REPORT

MEETING DATE: August 28, 2018

AGENDA ITEM: 6A

TITLE:

Receive presentation on the unaudited Monthly Financial Report for the period ending July 31, 2018.

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 Hotel Occupancy Tax Fund.

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-2017-75 on September 26, 2017.

FUNDING SOURCE:

N/A

ATTACHMENTS:

- Unaudited Monthly Financial Report for the period ending July 31, 2018

CITY OF BASTROP

Comprehensive Monthly Financial Report July 2018



Performance at a Glance as of July 31, 2018



	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
HTOEL OCCUPANCY 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	

ECONOMIC INDICATORS	July 31, 2018– NEWS FOR YOU
ECONOMY	
<u>National:</u>  Real gross domestic product (GDP) increased at an annual rate of 4.1% in the 2nd quarter of 2018. This is up from 2.2% from 1st quarter. The personal income increased by .4% in June 2018 with disposable personal income increasing .4%. The personal consumption expenditures increased .3% in June 2018. (All of these reported by the Bureau of Economic Analysis.) <u>U.S. Retail Sales:</u>  June 2018 is up 6.4% from last year. <u>Texas Retail Sales:</u>  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 129.67 in June 2018, down from 131.91 in April 2018 but up 2.9% from one year ago.	Attached is the Comprehensive Monthly Financial report for July 2018. This is 10 months of FY2018, or 83% of the fiscal year is complete. <u>Revenues:</u> Overall, the City has earned \$28,894,236. This amount is 85% of the approved budget of \$33,973,741 and is 3.4% higher than the amount forecasted through the month of July. <u>Expense:</u> Overall, the City has spent 12.3% less than forecasted.
UNEMPLOYMENT	Noteworthy
<u>State-wide:</u>  The state unemployment is down at 4.0% in June 2018 from 4.1% in May 2018. <u>Bastrop:</u>  Bastrop County has an unemployment rate of 3.9% in June 2018 which is up from 3.1% in May 2018.	N/A

BUDGET SUMMARY OF ALL FUNDS

	FY2018 <u>Budget</u>	FY2018 <u>Forecast</u>	FY2018 <u>YTD</u>	<u>Variance</u>
<u>Revenues:</u>				
General	\$ 10,712,030	\$ 9,298,486	\$ 9,737,563	4.7%
Designated	47,450	31,875	72,134	126.3%
Innovation	256,500	213,750	353,477	65.4%
Debt Service	2,565,113	1,820,314	1,838,684	1.0%
Water/Wastewater	5,121,640	4,200,385	4,236,694	0.9%
Water/Wastewater Debt	2,007,586	1,672,990	1,655,811	-1.0%
Impact Fees	896,439	671,080	525,484	-21.7%
Vehicle & Equipment Replacement	561,371	469,476	505,321	7.6%
Electric	7,323,696	5,879,199	6,158,817	4.8%
Hotel/Motel Tax	2,882,000	2,300,410	2,322,817	1.0%
Hospitality & Downtown	1,034,788	854,215	914,079	7.0%
Art in Public Places	75,041	62,530	64,098	2.5%
Library Board	20,150	15,958	28,318	77.5%
Cemetery	90,700	75,580	104,072	37.7%
Hunter's Crossing PID	379,237	379,237	376,867	-0.6%
TOTAL REVENUES	\$ 33,973,741	\$ 27,945,485	\$ 28,894,236	3.4%

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

COMPREHENSIVE MONTHLY FINANCIAL REPORT – July 2018

BUDGET SUMMARY OF ALL FUNDS

	<u>FY2018</u> <u>Budget</u>	<u>FY2018</u> <u>Forecast</u>	<u>FY2018</u> <u>YTD</u>	<u>Variance</u>
<u>Expense:</u>				
General	\$ 10,712,030	\$ 8,886,997	\$ 8,603,455	-3.2%
Designated	612,000	435,832	87,364	-80.0%
Innovation	664,500	620,420	483,705	-22.0%
Debt Service	2,354,274	2,111,674	2,098,902	-0.6%
Water/Wastewater	6,679,564	5,277,513	4,123,856	-21.9%
Water/Wastewater Debt	1,440,212	1,440,211	1,250,322	-13.2%
Impact Fees	730,021	286,240	219,671	-23.3%
Vehicle & Equipment Replacement	432,276	432,276	382,165	-11.6%
Electric	7,908,734	6,476,698	5,623,589	-13.2%
Hotel/Motel Tax	3,369,730	2,854,659	2,368,057	-17.0%
Hospitality & Downtown	1,027,522	876,052	744,372	-15.0%
Art in Public Places	94,050	49,280	24,923	-49.4%
Library Board	22,386	18,655	12,303	-34.0%
Cemetery	131,177	117,981	96,355	-18.3%
Hunter's Crossing PID	415,750	433,708	455,450	5.0%
TOTAL EXPENSES	\$ 36,594,226	\$ 30,318,196	\$ 26,574,489	-12.3%
Surplus/(Shortfall)	\$ (2,620,485)	\$ (2,372,711)	\$ 2,319,747	-197.8%

POSITIVE

= Negative variance or positive variance < 1% compared to forecast

WARNING

= Positive variance of 1-5% compared to forecast

NEGATIVE

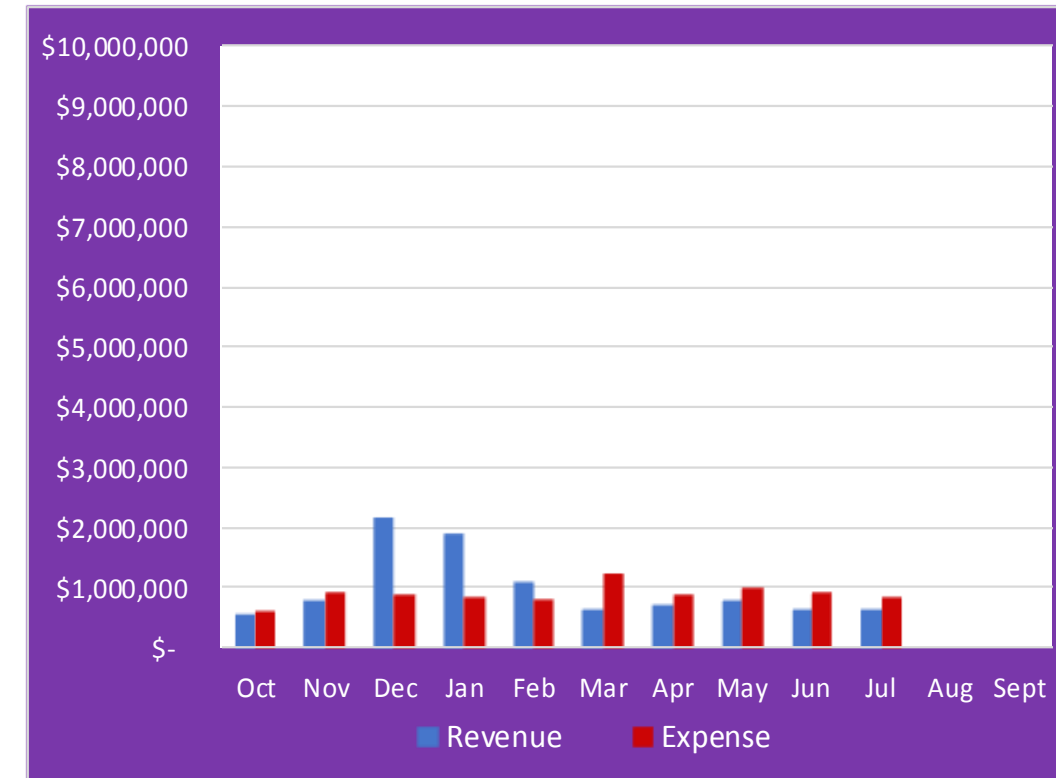
= Positive variance of >5% compared to forecast

COMPREHENSIVE MONTHLY FINANCIAL REPORT – July 2018

OVERALL FUND PERFORMANCE

GENERAL FUND REVENUES VS EXPENSES

<u>Month</u>	<u>FY2018 Revenue</u>	<u>FY2018 Expense</u>	<u>Monthly Variance</u>
Oct	\$ 547,821	\$ 589,749	\$ (41,928)
Nov	773,721	901,783	\$ (128,062)
Dec	2,129,343	841,355	\$ 1,287,988
Jan	1,840,816	828,636	\$ 1,012,180
Feb	1,090,678	756,976	\$ 333,702
Mar	611,326	1,183,300	\$ (571,974)
Apr	715,793	842,381	\$ (126,588)
May	762,789	955,796	\$ (193,007)
Jun	639,181	873,177	\$ (233,996)
Jul	626,095	830,302	\$ (204,207)
Aug			\$ -
Sept			\$ -
Total	\$ 9,737,563	\$ 8,603,455	\$ 1,134,108
Cumulative Forecast	\$ 9,298,486	\$ 8,886,997	\$ 411,489
Actual to Forecast \$	\$ 439,077	\$ 283,542	\$ 722,619
Actual to Forecast %	4.72%	3.19%	



POSITIVE

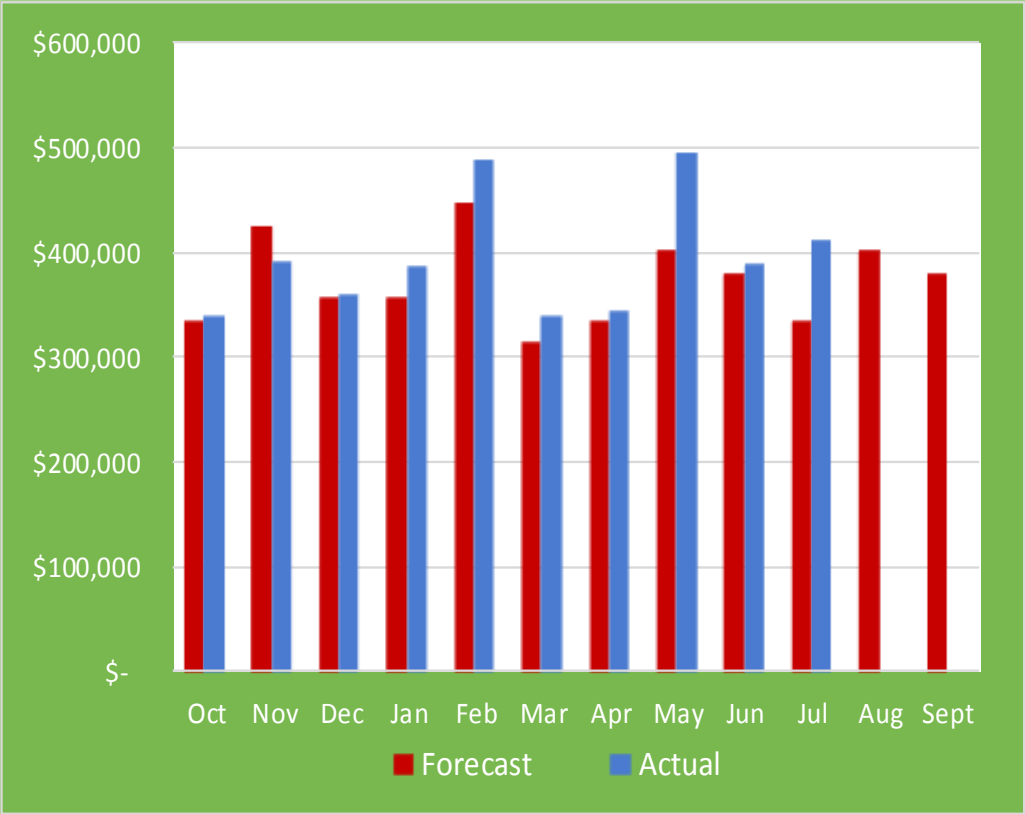
Cumulatively overall, the General Fund is better than forecasted for this time of year. The fund is net positive 7.8%. This would be due to vacancies, revenue trending above budgeted and controlling expenditures.

COMPREHENSIVE MONTHLY FINANCIAL REPORT – July 2018

REVENUE ANALYSIS

SALES TAX REVENUE

<u>Month</u>	<u>FY2018 Forecast</u>	<u>FY2018 Actual</u>	<u>Monthly Variance</u>
Oct	\$ 334,264	\$ 338,511	\$ 4,247
Nov	423,401	388,767	\$ (34,634)
Dec	356,548	357,359	\$ 811
Jan	356,548	384,847	\$ 28,299
Feb	445,685	485,934	\$ 40,249
Mar	311,980	336,978	\$ 24,998
Apr	334,264	341,233	\$ 6,969
May	401,117	492,115	\$ 90,998
Jun	378,832	385,827	\$ 6,995
Jul	334,264	408,944	\$ 74,680
Aug	401,117		\$ -
Sept	378,832		\$ -
Total	\$ 4,456,852	\$ 3,920,515	\$ 243,612
Cumulative Forecast	\$ 3,676,903		
Actual to Forecast	\$ 243,612	6.2%	



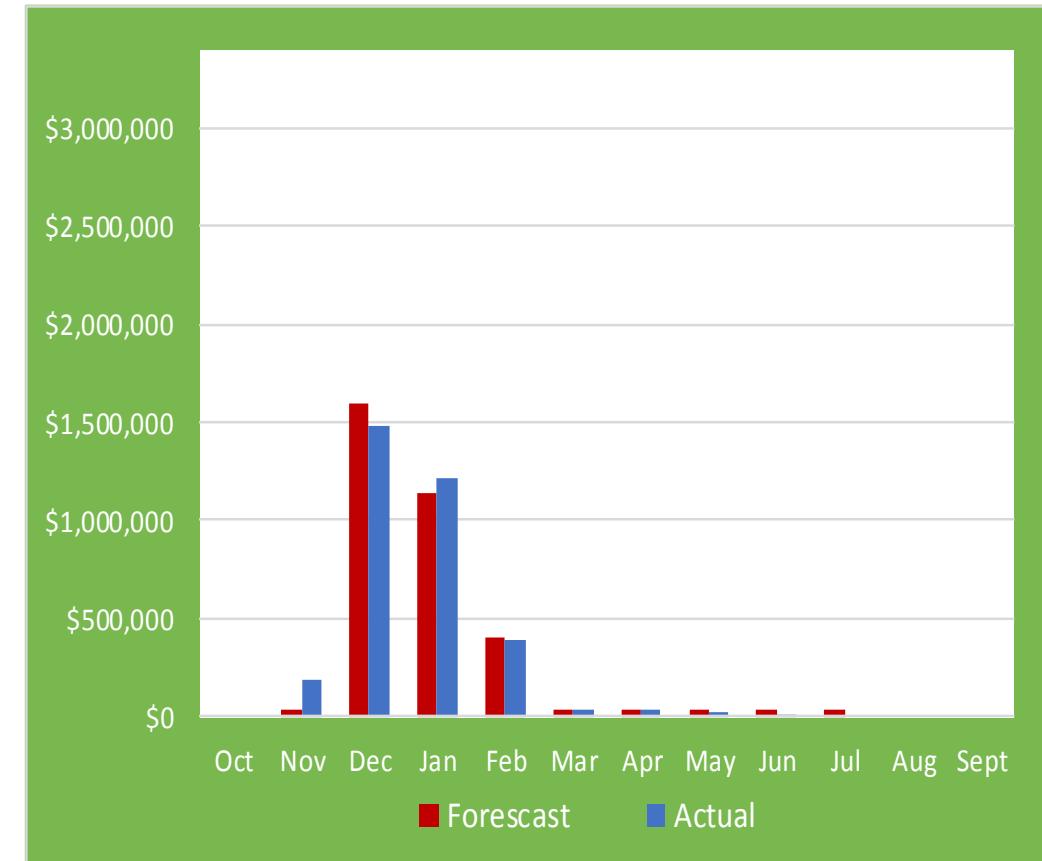
Year over Year Change Increased 10%

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 6% greater than forecasted. Please note that May included a prior period adjustment of approx. \$72,000.

PROPERTY TAX REVENUE

<u>Month</u>	<u>FY2018 Forecast</u>	<u>FY2018 Actual</u>	<u>Monthly Variance</u>
Oct	\$ -	\$ -	\$ -
Nov	33,336	190,830	\$ 157,494
Dec	1,600,131	1,478,112	\$ (122,019)
Jan	1,133,426	1,209,437	\$ 76,011
Feb	400,033	396,438	\$ (3,595)
Mar	33,336	40,735	\$ 7,399
Apr	33,336	31,324	\$ (2,012)
May	33,336	17,901	\$ (15,435)
Jun	33,336	5,744	\$ (27,592)
Jul	33,336	-	\$ (33,336)
Aug	-		\$ -
Sept	-		\$ -
Total	\$ 3,333,606	\$ 3,370,521	\$ 36,915
Cumulative Forecast	\$ 3,333,606		
Actual to Forecast	\$ 36,915	1.10%	



POSITIVE

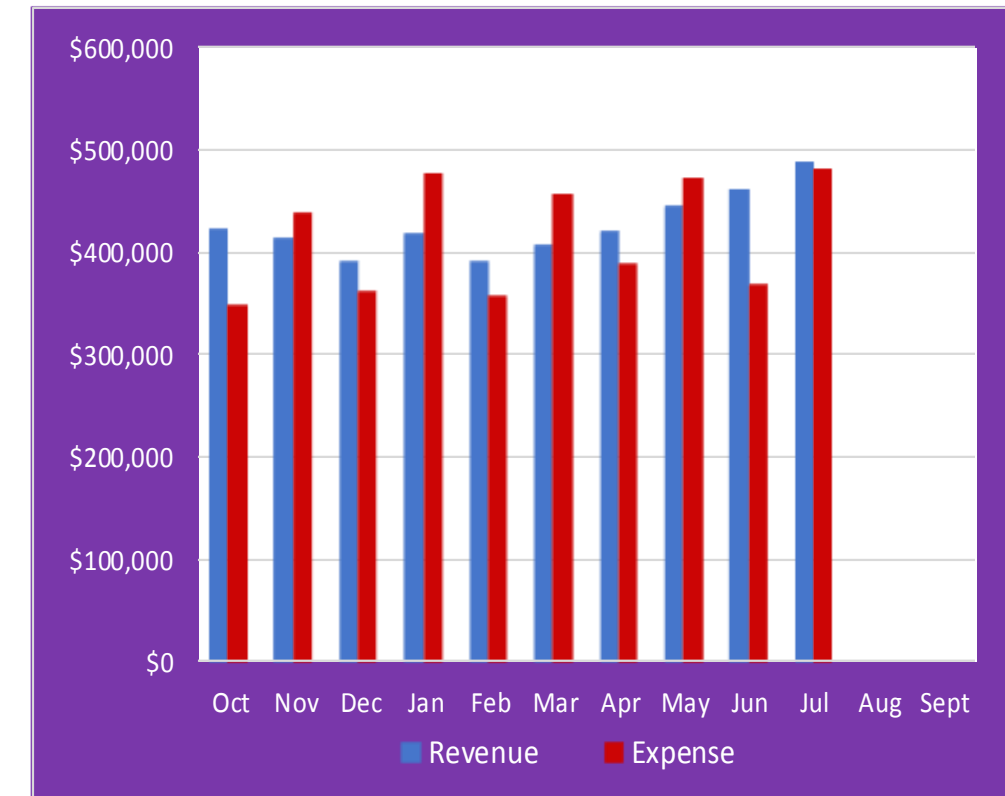
Property tax represents 31% of the total General Fund revenue budget. As you can see from the forecast, they are generally collected from December to February. The forecast was based on FY17 actuals. Through the month of June actual has exceeded the budget by slightly over 1%.

COMPREHENSIVE MONTHLY FINANCIAL REPORT – July 2018

OVERALL FUND PERFORMANCE

WATER/WASTEWATER FUND REVENUES VS EXPENSES

<u>Month</u>	<u>FY2018 Revenue</u>	<u>FY2018 Expense</u>	<u>Monthly Variance</u>
Oct	\$ 419,499	\$ 345,905	\$ 73,594
Nov	411,848	435,971	\$ (24,123)
Dec	388,292	359,304	\$ 28,988
Jan	416,118	473,510	\$ (57,392)
Feb	389,783	355,072	\$ 34,711
Mar	404,673	453,275	\$ (48,602)
Apr	418,727	387,712	\$ 31,015
May	443,875	469,069	\$ (25,194)
Jun	457,532	366,153	\$ 91,379
Jul	486,348	477,884	\$ 8,464
Aug			\$ -
Sept			\$ -
Total	\$ 4,236,695	\$ 4,123,855	\$ 112,840
Cumulative Forecast	\$ 4,200,385	\$ 5,277,513	\$ (1,077,128)
Actual to Forecast \$	\$ 36,310	\$ 1,153,658	\$ 1,189,968
Actual to Forecast %	0.86%	21.86%	



POSITIVE

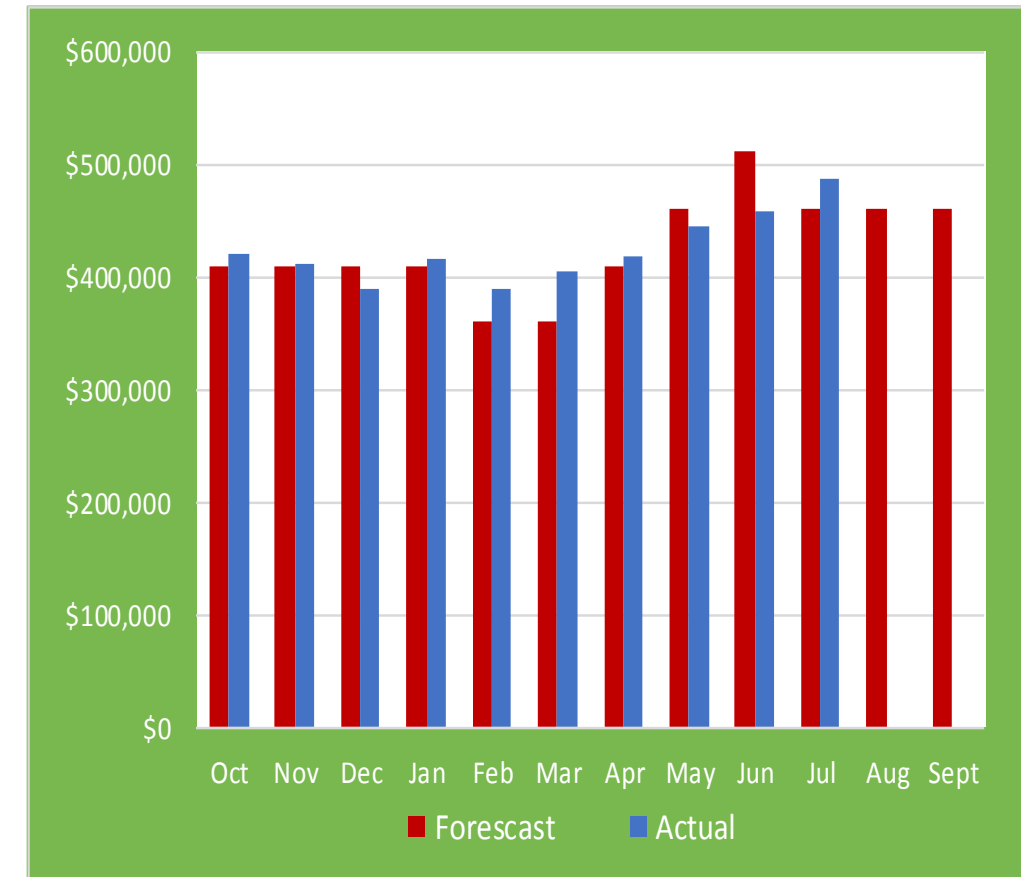
Water and wastewater fund is 22.5% net positive. There are salary savings and capital projects that have not been expensed.

COMPREHENSIVE MONTHLY FINANCIAL REPORT – July 2018

REVENUE ANALYSIS

WATER/WASTEWATER REVENUE

<u>Month</u>	<u>FY2018 Forecast</u>	<u>FY2018 Actual</u>	<u>Monthly Variance</u>
Oct	\$ 409,891	\$ 419,499	\$ 9,608
Nov	409,891	411,848	\$ 1,957
Dec	409,891	388,292	\$ (21,599)
Jan	409,891	416,118	\$ 6,227
Feb	359,155	389,783	\$ 30,628
Mar	359,155	404,673	\$ 45,518
Apr	409,891	418,727	\$ 8,836
May	460,628	443,875	\$ (16,753)
Jun	511,364	457,532	\$ (53,832)
Jul	460,628	486,348	\$ 25,720
Aug	460,628		\$ -
Sept	460,628		\$ -
Total	\$ 5,121,641	\$ 4,236,695	\$ 36,310
Cumulative Forecast	\$ 4,200,385		
Actual to Forecast	\$ 36,310	0.86%	



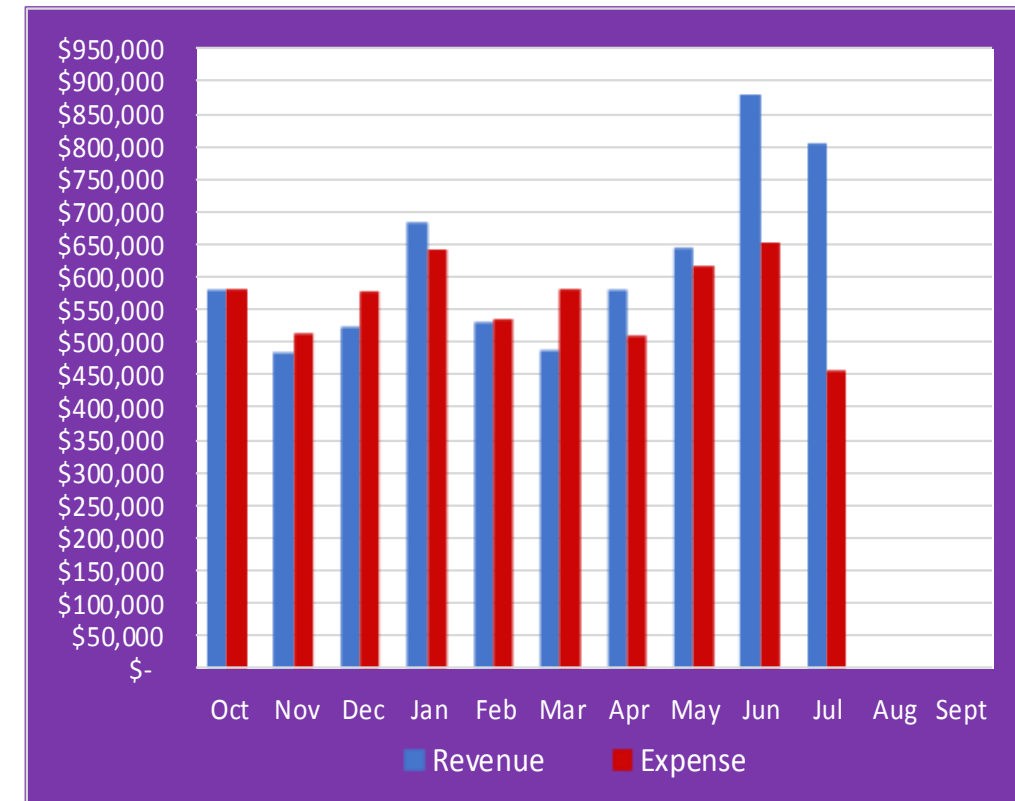
POSITIVE

The water and wastewater actual revenue is just slightly higher than forecast. There were 5 new meters set this month all residential.

OVERALL FUND PERFORMANCE

ELECTRIC FUND REVENUES VS EXPENSES

<u>Month</u>	<u>FY2018 Revenue</u>	<u>FY2018 Expense</u>	<u>Monthly Variance</u>
Oct	\$ 575,828	\$ 575,543	\$ 285
Nov	482,650	509,673	\$ (27,023)
Dec	519,759	574,941	\$ (55,182)
Jan	678,275	638,368	\$ 39,907
Feb	526,302	530,494	\$ (4,192)
Mar	483,323	576,608	\$ (93,285)
Apr	576,949	505,452	\$ 71,497
May	641,790	611,171	\$ 30,619
Jun	874,691	647,934	\$ 226,757
Jul	799,249	453,206	\$ 346,043
Aug			\$ -
Sept			\$ -
Total	\$ 6,158,816	\$ 5,623,390	\$ 535,426
Cumulative Forecast	\$ 5,879,199	\$ 6,476,698	\$ (597,499)
Actual to Forecast \$	\$ 279,617	\$ 853,308	\$ 1,132,925
Actual to Forecast %	4.76%	13.18%	17.93%



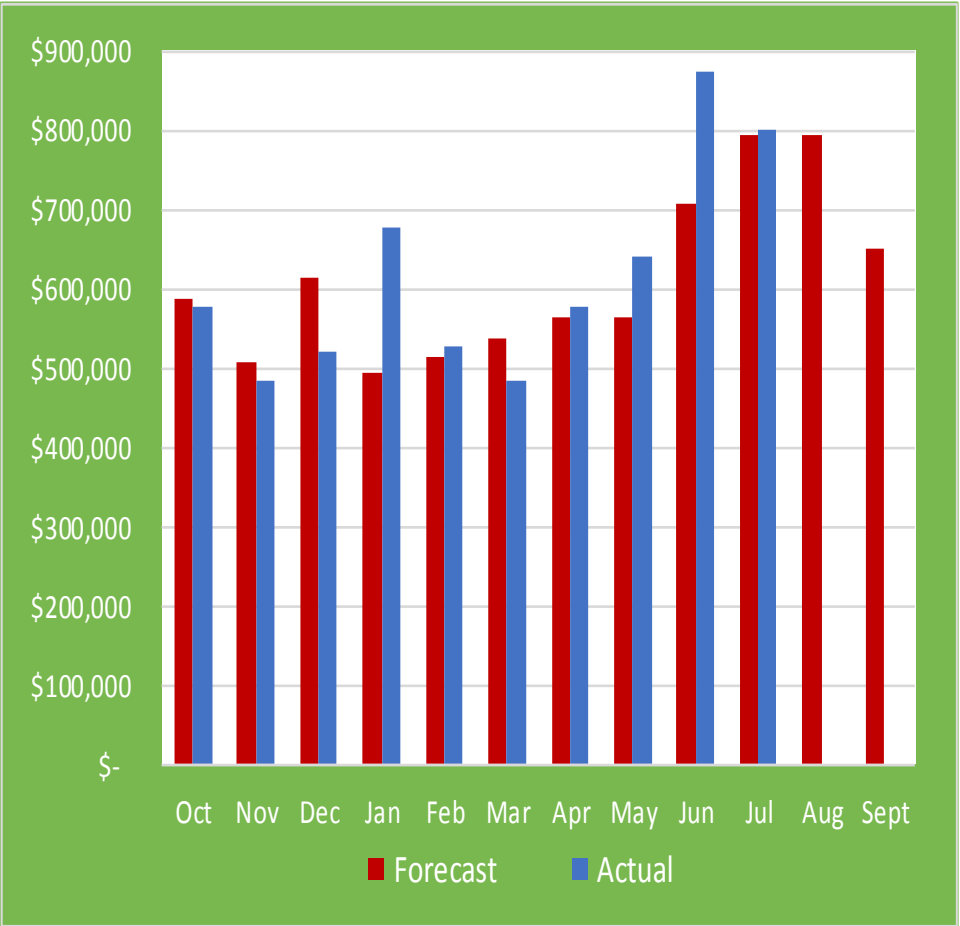
POSITIVE

The Electric utility fund is 18% net position. The revenue in June included line extension fees of \$154,000 just for the Piney Creek subdivision. This fund has capital improvement projects budgeted that have not had actual expenses produced yet.

REVENUE ANALYSIS

ELECTRIC FUND REVENUE

	<u>FY2018</u>	<u>FY2018</u>	<u>Monthly</u>
<u>Month</u>	<u>Forecast</u>	<u>Actual</u>	<u>Variance</u>
Oct	\$ 585,682	\$ 575,828	\$ (9,854)
Nov	506,618	482,650	\$ (23,968)
Dec	614,433	519,759	\$ (94,674)
Jan	492,242	678,275	\$ 186,033
Feb	514,618	526,302	\$ 11,684
Mar	535,368	483,323	\$ (52,045)
Apr	564,119	576,949	\$ 12,830
May	564,119	641,790	\$ 77,671
Jun	707,873	874,691	\$ 166,818
Jul	794,126	799,249	\$ 5,123
Aug	794,126		\$ -
Sept	650,372		\$ -
Total	<u>\$ 7,323,696</u>	<u>\$ 6,158,816</u>	<u>\$ 279,618</u>
Cumulative Forecast	\$ 5,879,199		
Actual to Forecast	\$ 279,618	4.76%	



POSITIVE

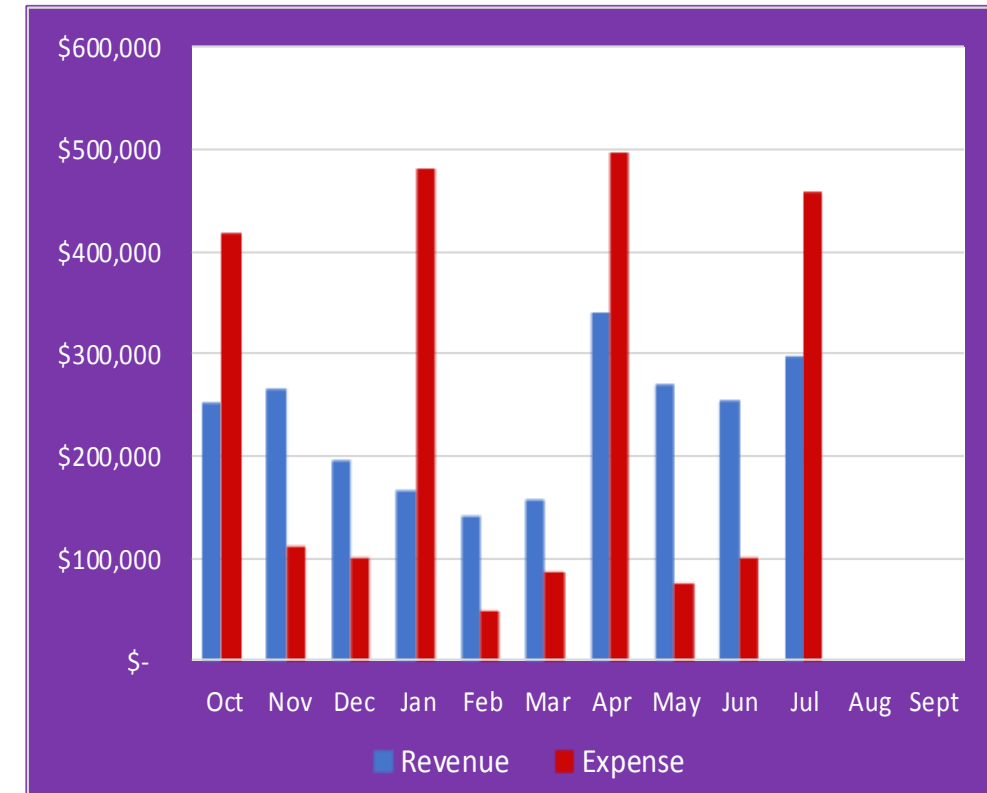
The Electric utility revenue is 4.7% above forecasted revenue. There were 5 new meter sets this month all residential. The June actual includes a large line extension fee related to Piney Creek subdivision.

COMPREHENSIVE MONTHLY FINANCIAL REPORT – July 2018

OVERALL FUND PERFORMANCE

HOTEL OCCUPANCY TAX FUND REVENUES VS EXPENSES

<u>Month</u>	<u>FY2018 Revenue</u>	<u>FY2018 Expense</u>	<u>Monthly Variance</u>
Oct	\$ 250,340	\$ 416,596	\$ (166,256)
Nov	263,130	110,633	\$ 152,497
Dec	195,275	100,993	\$ 94,282
Jan	165,533	478,487	\$ (312,954)
Feb	140,248	48,335	\$ 91,913
Mar	156,724	87,049	\$ 69,675
Apr	336,568	494,443	\$ (157,875)
May	268,359	74,537	\$ 193,822
Jun	251,995	100,357	\$ 151,638
Jul	294,645	456,628	\$ (161,983)
Aug			\$ -
Sept			\$ -
Total	\$ 2,322,817	\$ 2,368,058	\$ (45,241)
Cumulative Forecast	\$ 2,300,410	\$ 2,854,659	\$ (554,249)
Actual to Forecast \$	\$ 22,407	\$ 486,601	\$ 509,008
Actual to Forecast %	0.97%	17.05%	18.02%



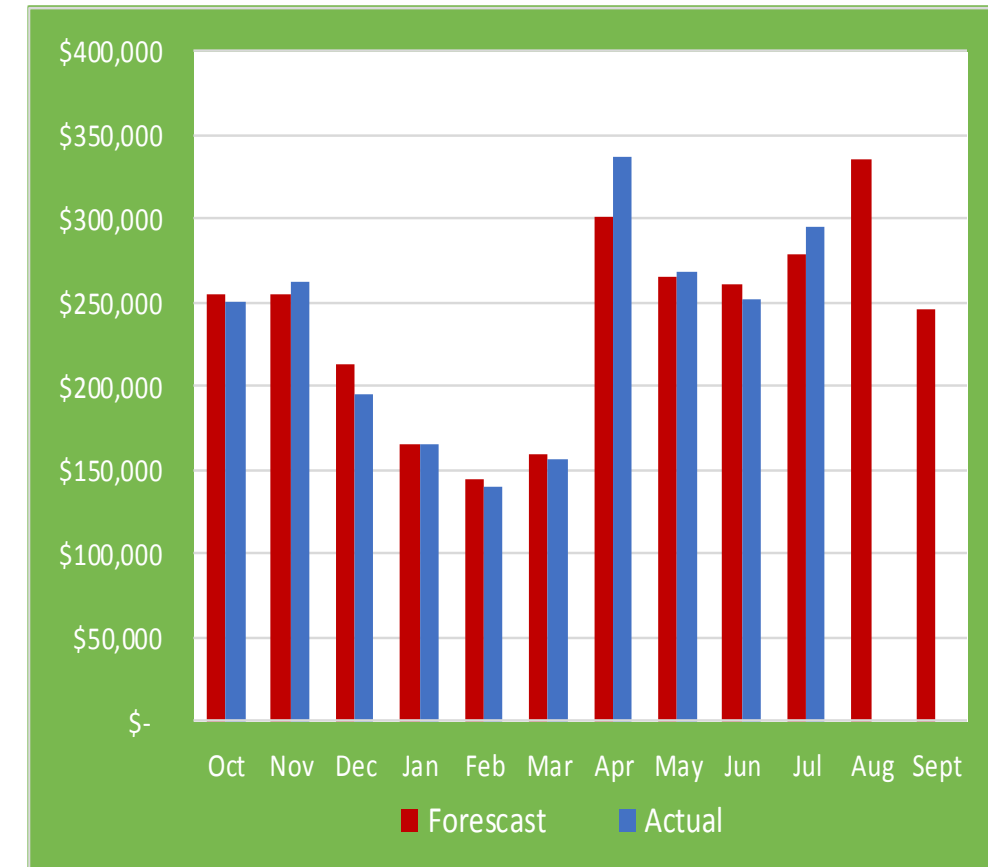
POSITIVE

The Hotel Occupancy Tax fund is overall in a positive position at a 18% net positive. This fund was budgeted to use excess fund balance in the amount of \$487,730. Visit Bastrop is paid on a quarterly basis.

REVENUE ANALYSIS

HOTEL OCCUPANCY TAX REVENUE

	<u>Month</u>	FY2018 <u>Forecast</u>	FY2018 <u>Actual</u>	Monthly <u>Variance</u>
Oct		\$ 255,390	\$ 250,340	\$ (5,050)
Nov		255,196	263,130	\$ 7,934
Dec		213,377	195,275	\$ (18,102)
Jan		164,985	165,444	\$ 459
Feb		145,030	140,248	\$ (4,782)
Mar		158,970	156,814	\$ (2,156)
Apr		301,938	336,568	\$ 34,630
May		265,141	268,359	\$ 3,218
Jun		261,039	251,995	\$ (9,044)
Jul		279,344	294,645	\$ 15,301
Aug		336,103		\$ -
Sept		245,488		\$ -
Total		\$ 2,882,001	\$ 2,322,818	\$ 22,408
Cumulative Forecast		\$ 2,300,410		
Actual to Forecast %		\$ 22,408	1.0%	



POSITIVE

We budgeted revenue flat from FY17 to FY18 and in FY17 we were short reaching our budget. We were hopeful that we would be able to meet this budget amount in FY18 with increased tourism promotion. So far YTD we are 1% positive actual to forecast. ***The Hotel Tax revenue YTD is \$86,904 more than same time last year.***

Legal fees by Attorney/Category

COMPREHENSIVE MONTHLY FINANCIAL REPORT – July 2018

FIRM	CASE	FY15-16	FY16-17	FY17-18
BUNDREN				
	Pine Forest Interlocal	\$ 700,800	\$ 83,620	\$ 25,550
	Vandiver	\$ 79,951	\$ 2,343	\$ -
	Aqua CCN	\$ 21,735	\$ 12,898	\$ -
	Red Light Camera Suit	\$ 60,279	\$ -	\$ -
TERRELL LAW FIRM				
	Water permit	\$ 482,815	\$ 37,630	\$ 135
DAVID BRAGG, P.C.				
	General legal	\$ 8,603	\$ 48,215	\$ -
	Vandiver	\$ -	\$ 9,640	\$ -
	Water Permit	\$ -	\$ 3,120	\$ -
	Pine Forest Interlocal		\$ 3,560	\$ -
BOJORQUEZ LAW FIRM				
	General legal	\$ -	\$ 3,299	\$ 145,884
	Vandiver	\$ -	\$ 4,546	\$ 4,393
	Pine Forest Interlocal	\$ -	\$ -	\$ 9,891
	Prosecutor	\$ -	\$ -	\$ 16,441
	Water/Wastewater	\$ -	\$ -	\$ 18,056
MULTIPLE FIRMS				
	XS Ranch Bankruptcy		\$ 7,415	\$ 11,770
RUSSEL RODRIGUEZ HYDE				
	XS Ranch Bankruptcy		\$ 7,607	\$ 25,723
	Hunters Crossing PID		\$ 17,927	\$ 40,801
	Water/Wastewater		\$ -	\$ 630
TAYLOR, OLSON, ADKINS, SRALLA & ELAM, LLP				
	Red Light Camera Suit	\$ 1,246	\$ 443	\$ 1,617
Total Legal		\$ 1,355,428	\$ 242,263	\$ 300,890

Summary by Case/Type

Row Labels	SUM FY15-16	SUM FY16-17	SUM FY17-18
Aqua CCN	\$ 21,735	\$ 12,898	\$ -
General legal	\$ 8,603	\$ 51,514	\$ 145,884
Hunters Crossing PID		\$ 17,927	\$ 40,801
Pine Forest Interlocal	\$ 700,800	\$ 87,180	\$ 35,441
Prosecutor	\$ -	\$ -	\$ 16,441
Red Light Camera Suit	\$ 61,525	\$ 443	\$ 1,617
Vandiver	\$ 79,951	\$ 16,529	\$ 4,393
Water permit	\$ 482,815	\$ 40,750	\$ 135
Water/Wastewater	\$ -	\$ -	\$ 18,686
XS Ranch Bankruptcy		\$ 15,022	\$ 37,493
Grand Total	\$ 1,355,428	\$ 242,263	\$ 300,890



STAFF REPORT

MEETING DATE: August 28, 2018

AGENDA ITEM: 6B

TITLE:

Receive monthly report from Visit Bastrop.

STAFF REPRESENTATIVE:

Sarah O'Brien, Hospitality & Downtown Department Director

BACKGROUND/HISTORY:

Per the management agreement with Visit Bastrop, a monthly presentation must be made to the City Council outlining its progress in implementing their annual Business Plan and meeting performance targets and the scope of services pursuant to that agreement.

Specifically Visit Bastrop shall work to:

- (1) attract leisure visitors to the City and its vicinity;
- (2) attract and secure meetings, events, retreats, and conventions to the City and its vicinity; and
- (3) serve as a liaison to local businesses (including hoteliers, restaurateurs, and other similar entities) and City departments to attract leisure and business visitors, meetings, events, retreats, and conventions to the City and its vicinity.

Visit Bastrop, shall also:

- (A) carry out the actions defined in the applicable annual Business Plan;
- (B) utilize research reports on economic trends, growth sectors, and regional competitive strengths and weaknesses, as is customary in the destination and marketing organization industry;
- (C) provide marketing and imaging campaigns for the City's tourism and convention industry;
- (D) inform and partner with the City regarding high-profile or significant recruitment/attraction efforts;
- (E) provide, in appropriate detail in accordance with the Tax Code, reports listing the Visit Bastrop's expenditures made with HOT, and Visit Bastrop's progress in performing the Services in conformance with implementation of the annual Business Plan; and
- (F) Provide expertise in destination management in conjunction with the City of Bastrop to leverage available resources such as community assets and activities to maximize opportunities to attract visitors to Bastrop, both leisure and business, recognizing the critical role tourism plays in Bastrop's economy, both in HOT and sales tax revenue.

POLICY EXPLANATION:

Visit Bastrop, a 501(c)6 organization, was engaged to provide Destination Marketing Services and provide brand marketing for Bastrop as a destination.

As outlined in the annual management agreement, the City and Visit Bastrop recognize the visitor industry as a key economic generator. Visit Bastrop's purpose is to provide "brand" marketing for Bastrop as a destination and to serve as the primary brand advocate. Visit Bastrop will also leverage utilization of existing facilities, while providing global oversight of Bastrop's visitor assets and activities. Visit Bastrop will also provide a level of unity and representation to maximize Bastrop's brand potential.

The Visit Bastrop Board of Directors meets monthly on the third Thursday at 8:30 a.m. and rotates meeting locations at different hospitality venues.

City Council established that the Visit Bastrop Board of Directors include broad representation of community assets and identified those as Arts, History, Hotels, Restaurants, Sports, Outdoors, Recreation, Hyatt, Nightlife, Entertainment and Film in the Destination Services Management Agreement.

Per their management agreement, Visit Bastrop must present an approved business plan and annual budget to the City Council no later than September 1, 2018 for FY 2019.

FUNDING SOURCE:

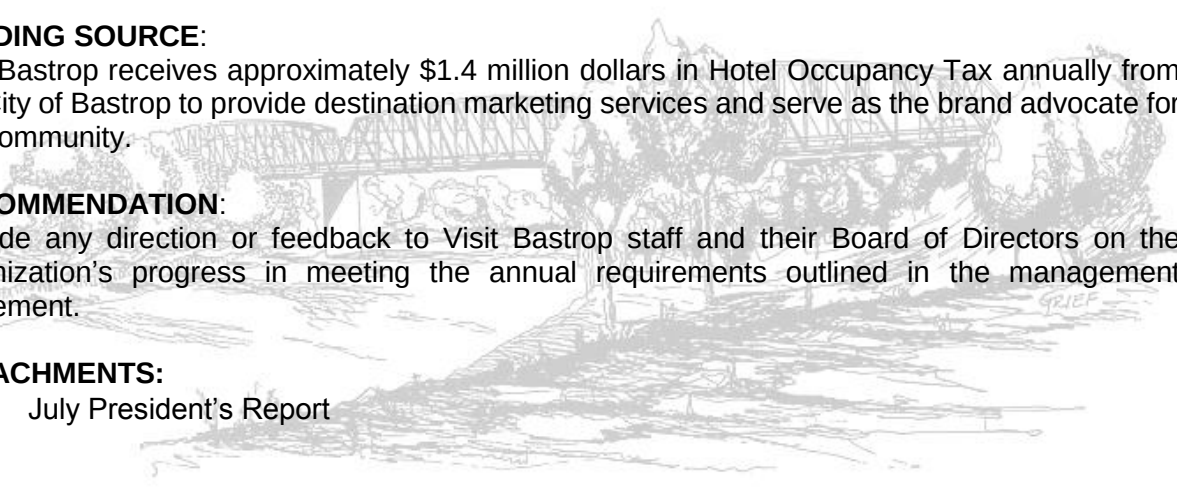
Visit Bastrop receives approximately \$1.4 million dollars in Hotel Occupancy Tax annually from the City of Bastrop to provide destination marketing services and serve as the brand advocate for our community.

RECOMMENDATION:

Provide any direction or feedback to Visit Bastrop staff and their Board of Directors on the organization's progress in meeting the annual requirements outlined in the management agreement.

ATTACHMENTS:

- July President's Report





VISIT BASTROP
www.visitbastrop.com

**Visit Bastrop
President's Report
July 2018**



Lodging Industry Report*

	June '18						Calendar Year to Date					
	Occ	%CH Occ	ADR	% Ch ADR	% CH RevPAR	% CH Rooms Sold	Occ	% Change from YTD 2017				
								%CH Occ	ADR	% Ch ADR	% CH RevPAR	% CH Rooms Sold
Bastrop	69.7	9.8	189.32	0.4	10.3	9.8	63.6	5.1	172.11	.2	5.4	5.1
1	59.3	-1.7	82.36	-0.3	-2.0	-1.7	55.9	2.5	87.20	4.6	7.2	9.9
2	59.0	0.3	90.82	12.3	12.6	0.3	52.9	-2.9	83.78	5.2	2.2	-2.9
3	67.7	4.6	129.08	6.6	11.4	5.1	61.4	6.0	114.51	1.7	7.8	6.5
4	70.3	9.1	115.95	2.3	11.7	9.1	63.2	8.0	112.42	0.6	8.6	8.0
5	61.2	-8.9	95.71	-3.0	-11.6	5.4	53.4	-7.8	95.86	-2.4	-10.1	3.7
6	74.1	1.6	115.69	-0.0	1.6	3.3	68.7	0.2	123.00	4.8	5.0	1.7
7	76.6	1.3	141.67	2.1	3.5	7.0	75.8	-1.8	157.92	0.6	-1.1	3.9
8	78.5	5.9	123.52	-4.9	0.7	7.7	75.0	-0.8	129.68	-5.3	-6.0	6.1
9	64.4	-4.0	94.96	-0.7	-4.7	10.8	58.3	-2.1	99.23	1.3	-0.9	14.3
Average	68.08	1.8	117.908	1.48	3.35	5.68	62.82	0.64	117.571	1.13	1.81	5.63

Glossary

ADR	Average Daily Rate
RevPAR	Revenue per Available Room
Occ	Occupancy

Comparatives

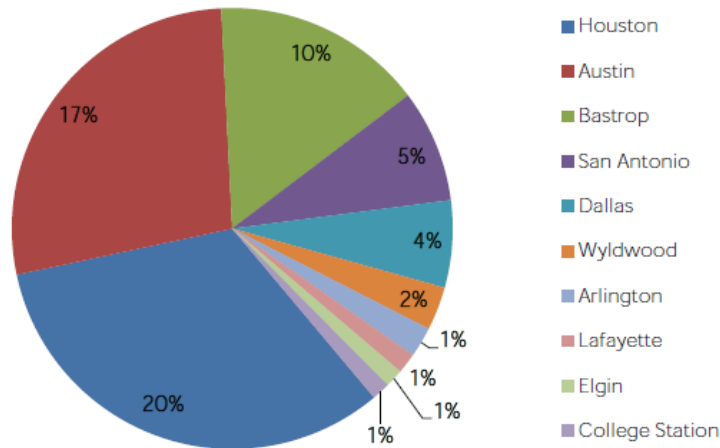
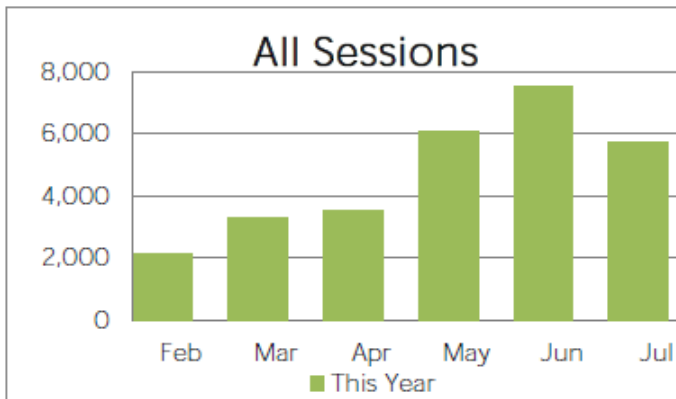
South Austin/Airport
 Bryan-College Station
 Brenham
 Seguin
 City of Austin
 Llano
 San Antonio
 Fredericksburg
 San Marcos

*Data now includes Hyatt Lost Pines Resort



JULY Website Traffic Overview

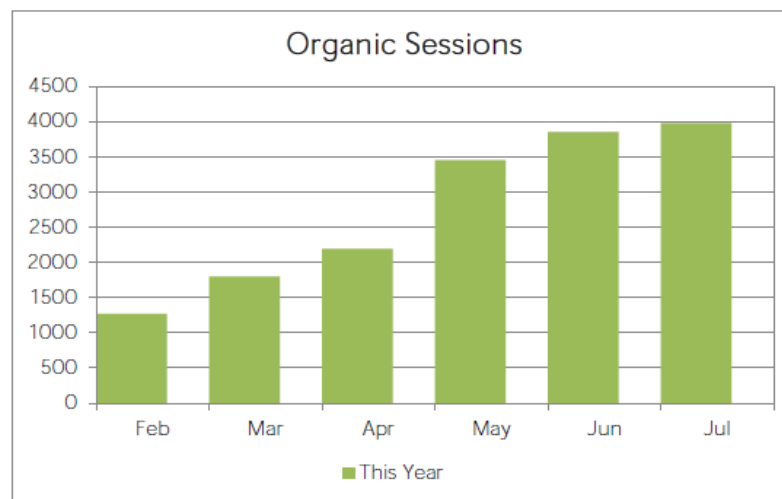
	Feb	Mar	Apr	May	Jun	Jul
Total Sessions	2,153	3,274	3,526	6,072	7,550	5,759
Users:	1,747	2,649	2,926	5,029	6,117	4,687
Bounce Rate:	44%	47%	44%	48%	57%	50%
Pageviews:	5,612	8,767	8,931	14,321	16,057	13,090
Avg Page per Session:	2.61	2.68	2.53	2.36	2.13	2.27
Avg Session Duration:	0:02:37	0:02:34	0:02:21	02:17	02:01	02:09
Total Organic Search Traffic:	1,268	1,801	2,192	3,458	3,855	3,977
% of Traffic From Organic Search:	59%	55%	62%	57%	51%	69%
Entry Pages From Search:	109	139	142	155	159	173



JULY Organic Traffic Overview

In July 2018, Visit Bastrop.com had 3,977 organic sessions. While the number of organic sessions on our website this month was still greater than the previous month, the increase was smaller than it has been. This may be reflecting seasonal changes in tourism for Bastrop. Top organic landing pages last month include:

- Homepage
- Hyatt On-Site Activities
- Bastrop Homecoming & Rodeo
- Things to Do



JULY Organic Website Engagement Metrics

YAY! Our website outperformed the industry average for all engagement metrics during the month of July. Not only are users finding us organically, but other websites referring users to our website are spend large periods of time on our site which is a positive.



Fall/Winter Website Goals:

Will the fall/winter season approaching and many holidays on the way, we will round-up content pertaining to seasonal/holiday events happening and/or activities to do. This type of content typically performs well for DMO websites as folks start brainstorming what they want to do and where they want to go for the holidays.

Industry Averages

Engagement Metrics	Industry Average	VisitBastrop.com	% Difference
Total Pages Per Visit:	2.11	2.27	7.17%
Total Average Visit Duration:	0:01:57	0:02:09	9.61%
Total Bounce Rate:	53.05%	50.49%	-5.06%
Organic Pages Per Visit:	2.17	2.30	5.66%
Organic Average Visit Duration:	0:02:04	0:02:08	3.14%
Organic Bounce Rate:	49.46%	45.08%	-9.71%

Organic Website Engagement Metrics

November 2017 – July 2018

Engagement Metrics	Industry Average	VisitBastrop.com		% Difference
Total Pages Per Visit:	2.10	2.41	●	12.86%
Total Average Visit Duration:	0:01:55	0:02:14	●	14.18%
Total Bounce Rate:	53.74%	52.83%	●	-1.72%
Organic Pages Per Visit:	2.24	2.67	●	16.10%
Organic Average Visit Duration:	0:02:07	0:02:16	●	6.62%
Organic Bounce Rate:	49.36%	42.45%	●	-16.28%



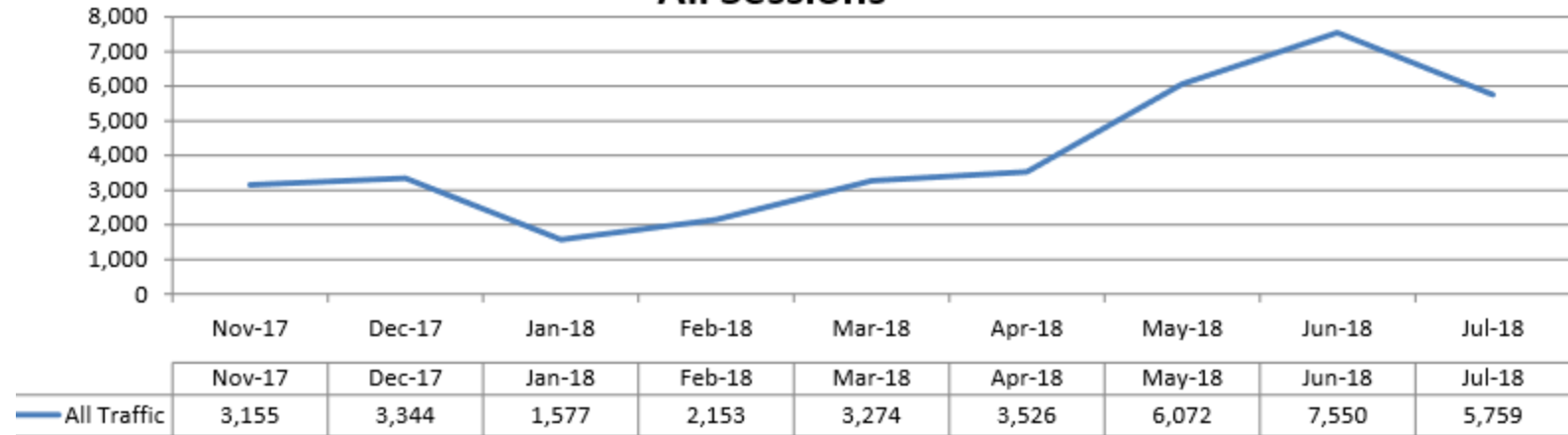
Year to Date (YTD) Website Statistics

November 2017 – July 2018

November 2017 – July 2018

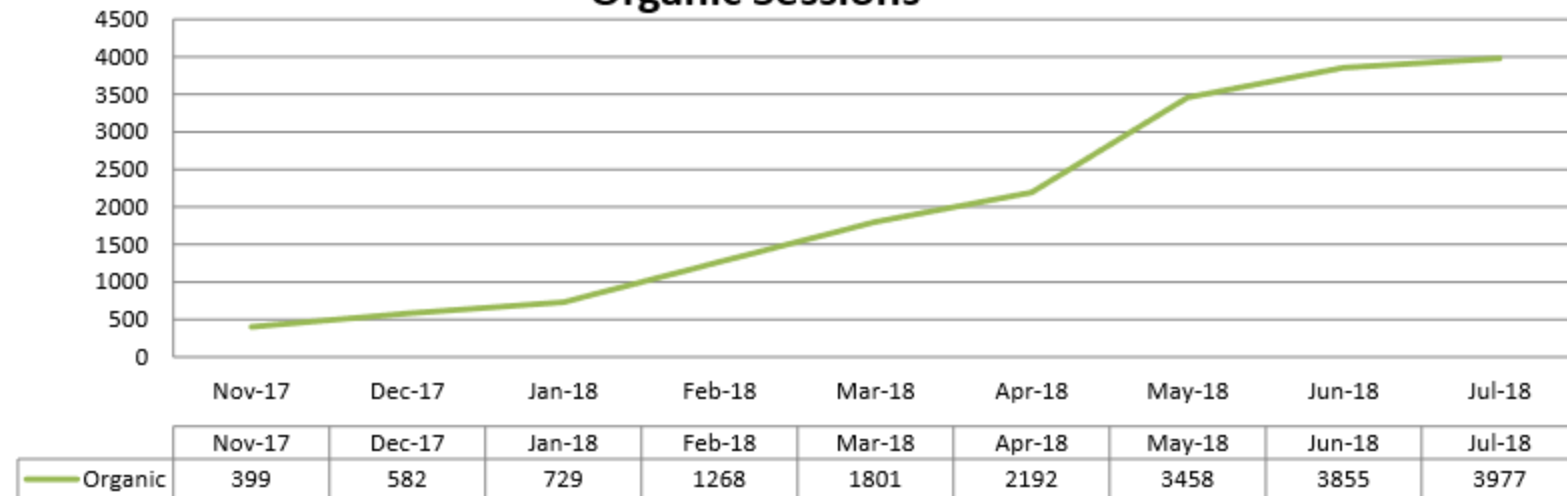
- All Sessions: 36,410
- Organic Sessions: 18,261
- Social Sessions: 4,026

All Sessions



Total (11/17 – 7/18) = **36,410**

Organic Sessions



Total (11/17–7/18) = **18,261**

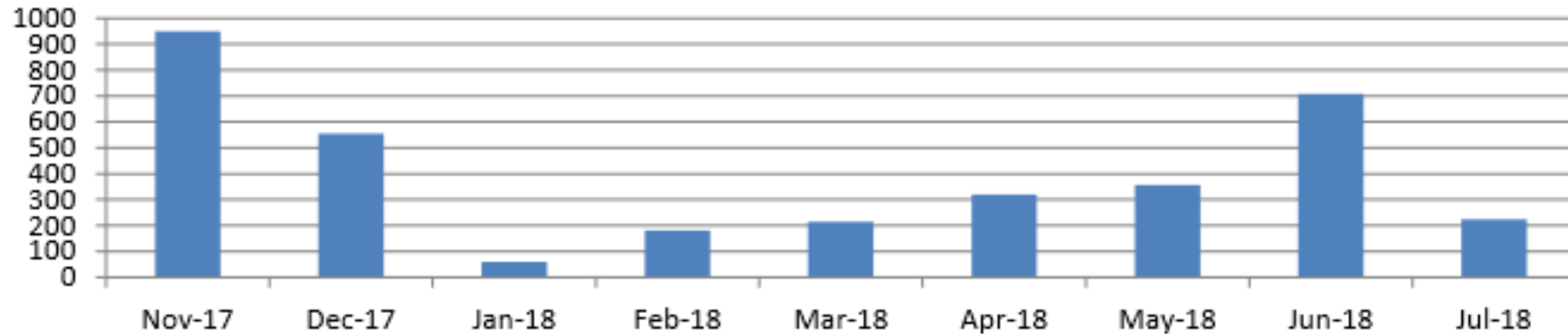


Year to Date (YTD) Website Statistics

November 2017 – July 2018

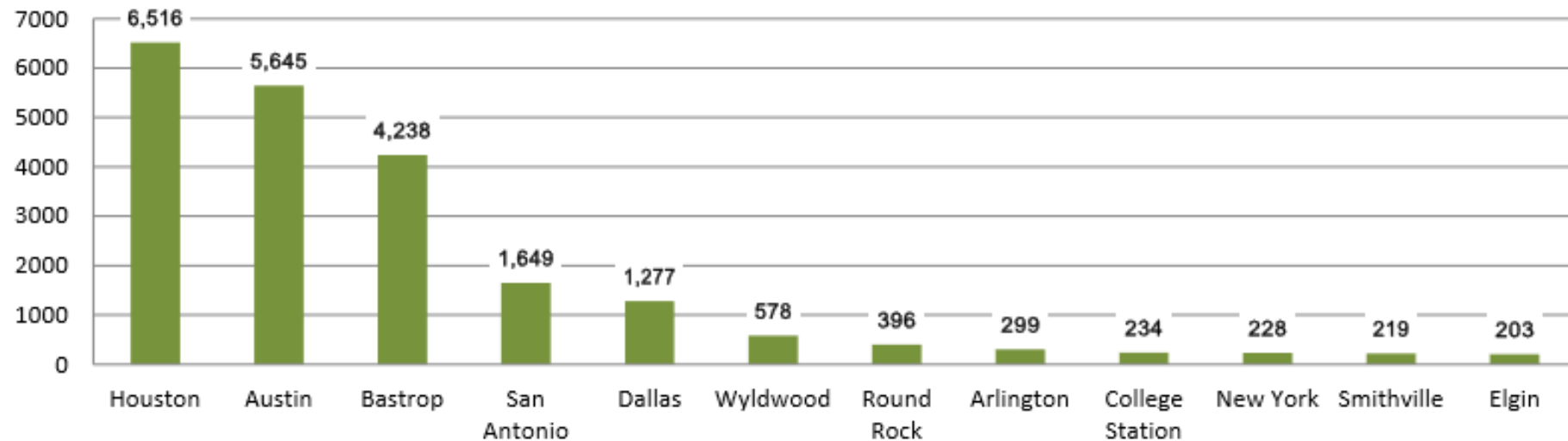


Social Sessions



	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18
Social Traffic	949	554	59	181	215	319	356	708	223

Top 10 Cities



JULY Social Media Statistics



Facebook Activity Overview

 68.6k Impressions	 2,971 Engagements	 222 Clicks
---	---	--

Facebook Page	Fans	Increase	Sent	Impressions	Post	Engagements	Engagements per Post	Link Clicks
 Visit Bastrop	44.5k	-0.12%	29	68.6k	2,367	2,971	102.45	222

Instagram Activity Overview

 613 Total Followers	 844 Likes Received	 20 Comments Received
---	--	--

Instagram Profile	Total Followers	Follower Increase	Followers Gained	Media Sent	Comments Sent	Impressions	Total Engagements	Engagements per Media	Engagements per Follower
 Visit Bastrop (Business)	613	11.7%	64	21	1	5,516	864	41.14	1.41

Year to Date (YTD) Social Media Statistics

Facebook Stats by Page

Facebook Page	Total Fans	Fan Increase	Posts Sent	Impressions	Impressions per Post	Engagements	Engagements per Post	Link Clicks
 Visit Bastrop	44.5k	0.28%	282	1.2m	4,096	18.8k	66.8	7,131

Total fans increased by

▲0.3%

since previous date range

Instagram Stats by Profile

Instagram Profile	Total Followers	Follower Increase	Followers Gained	Media Sent	Comments Sent	Impressions	Total Engagements	Engagements per Media	Engagements per Follower
 Visit Bastrop (Business)	613	100%	613	187	45	55k	5,675	30.35	9.26

Total followers increased by

▲100%

since previous date range

Merchants and Partners Promoted through DMO Channels in JULY



Inspiration:

- Last Minute Summer Getaways (before school starts)
- Road Trip/Day Trip
- Staycations
- Things To Do
- Shopping/Dining
- Outdoor Recreation /Golf
- Rodeo/Hometown Adventures
- Get Lost/Explore

Events:

- Corvette Invasion
- The Farm Street Opry
- Live Music In Downtown Bastrop
- Bastrop Homecoming Grand Parade
- Bastrop Homecoming & Rodeo
- First Friday Art Walk
- Opera House Murder Mystery
- Red, White & You, Dancing Through the Decades
- Pickin' on the Porch
- Art after Dark
- Art Getaway

Businesses:

Berdoll Pecan Farms • Lost Pines Art Center • Bastrop State Park • Downtown Bastrop • Downtown Businesses • Bastrop Convention & Exhibit Center • Bastrop State Park Pool • Zip Lost Pines • Southside BBQ • Texas Boot Company • Casa Chapala • Lake Bastrop • Cripple Creek • Lost Pines Art Bazaar • Artists On Main • Vibe Tribe • Sugar Shack Bastrop • Bastrop Beer Company • Copper Shot Distillery • The 602 on Main • Wolfdancer Golf Club • Pine Forest Golf Club • Simply Sweet Cupcakes/Amy's • Southern Edge Boutique • Tough Cookie Bakery

Marketing Efforts – Bastrop Homecoming & Rodeo 2018

Partner – Bastrop Homecoming Rodeo Committee

**Visit Bastrop**

Published by Ashton LaFuerite [?] · July 25 at 5:31 PM · 🌐

The 71st Annual Bastrop Homecoming & Rodeo is a unique hometown celebration full of "feel goods" for the whole family. Enjoy carnival rides and games, food vendors, live music and a rodeo - to name a few! Don't forget the Grand Parade which takes place at 10am on Saturday, August 4th, in historic Downtown Bastrop! <http://bit.ly/BastropHomecoming> #visitbastroptx



 11,952 people reached

Boost Again

Performance for Your Post		
11,952 People Reached		
1,122 Reactions, Comments & Shares ⓘ		
956 👍 Like	905 On Post	51 On Shares
38 ❤️ Love	34 On Post	4 On Shares
6 😲 Wow	6 On Post	0 On Shares
37 Comments	27 On Post	10 On Shares
85 Shares	85 On Post	0 On Shares
340 Post Clicks		
49 Photo Views	16 Link Clicks	275 Other Clicks ⓘ



Marketing Efforts – Bastrop Homecoming & Rodeo

Partner – Bastrop Homecoming Rodeo Committee



**Visit Bastrop** was live.
Published by Ashton LaForte (?) · August 4 at 10:15 AM · 🌐

Bastrop Homecoming & Rodeo Grand Parade 2018! #visitbastroptx





 **34,515 people** reached



Recent Activity



Boosted on Aug 04

Audience: United States: Texas, 21 - 65+, People w...

By Ashton LaForte · Completed





 Linda Ortiz, JR Presley and 192 others 23 Comments 27 Shares 22K Views

**Visit Bastrop** was live.
Published by Ashton LaForte (?) · August 4 at 11:33 PM · 🌐

William Clark Green LIVE at the Bastrop Homecoming & Rodeo! #visitbastroptx





 **17,424 people** reached



Recent Activity



Boosted on Aug 05

Audience: United States: Texas, 21 - 65+

By Ashton LaForte · Completed





 Oscar Gonzalez, Jerrie Garner and 63 others 2 Comments 5 Shares 9.6K Views

Marketing Efforts – Bastrop Homecoming & Rodeo 2018

Partner – Bastrop Homecoming Rodeo Committee

****Bucee’s Kiosk**



**Visit Bastrop**

Published by Ashton LaFuente [?] · August 6 at 5:54 PM · 🌐

Bastrop Homecoming and Rodeo 2018, was one for the books. We enjoyed lots of rodeo, saw a lot of our friends, ate good food and listened to live music! Plenty of hometown vibes, good times and memories for the making. If you didn't get a chance to make it out this year - we'll save you a seat next year! #visitbastroptx



 **513 people** reached

Boost Post

 Crystal Maharrey, Pam Kier and 5 others

**Visit Bastrop** is at Bastrop Homecoming & Rodeo.

Published by Ashton LaFuente [?] · July 31 at 5:09 PM · Bastrop · 🌐

Come see the dirt fly tonight at Bastrop Homecoming & Rodeo's barrel racing 🐎 event (free admission). We're celebrating a week full of hometown fun with rodeo events, a grand parade, horse-shoe and washer tournaments, class reunions and live music performances from [Blake Torrey](#), [The Peterson Brothers Band](#) and [William Clark Green](#)!

<https://www.visitbastrop.com/.../bastrop-homecoming-%26-.../108/>



 **1,619 people** reached

Boost Post

  15

2 Comments 3 Shares

**Visit Bastrop** was live.

Published by Ashton LaFuente [?] · August 4 at 10:35 AM · 🌐

Bastrop Homecoming & Rodeo Grand Parade pt. 2!

 Your video is popular with **women between the ages 35-44**

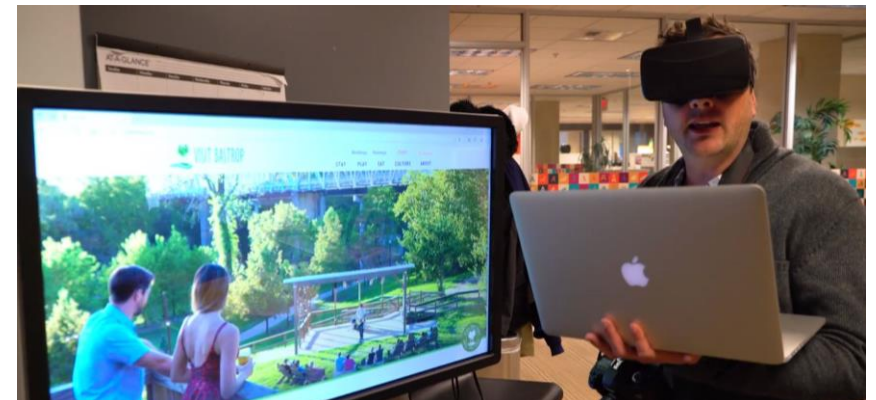
Boost

 **Kristine Ernest Navarro, Joe Mercado and 10 others**

1 Share 283

Branding – Augustine

- Brand Identity Creative Brief: 8/3
- Brand Identity:
 - - Brand Identity & Logo Development Creative Development: 7/30-8/22
 - - Brand Identity & Logo Development Client Presentation: 8/23-8/24
 - - Revisions based on client feedback: 8/28-8/30
 - - Revisions to Client: 9/4-9/5
 - - Finalize Brand Identity and Logo: 9/6-9/10
- Brand Standards:
 - - Brand Standards Guide Development: 9/11-9/25
 - - Brand Standards Guide Delivery to Client: 9/27-9/28





STAFF REPORT

MEETING DATE: August 28, 2018

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: August 28, 2018

AGENDA ITEM: 8A

TITLE:

Consider action to approve City Council minutes from the August 14, 2018 regular meeting; August 20, 2018 and August 21, 2018 and Council workshops.

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 the August 14, 2018 regular meeting; August 20, 2018 and August 21, 2018 and Council workshops.

ATTACHMENTS:

- August 14, 2018, DRAFT Regular Meeting Minutes.
- August 20, 2018, DRAFT Council Workshop Minutes.
- August 21, 2018, DRAFT Council Workshop Minutes.

**MINUTES OF REGULAR COUNCIL MEETING
BASTROP CITY COUNCIL
August 14, 2018**

The Bastrop City Council met in a Regular Meeting on Tuesday, August 14, 2018, at 3:30 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, Rogers and Peterson. Officers present were City Manager Lynda Humble, City Secretary Ann Franklin and City Attorney Alan Bojorquez.

CALL TO ORDER

At 3:30 p.m. Mayor Schroeder called the meeting to order with a quorum being present.

Council Member Jones arrived to the meeting at 5:45 p.m.

The City Council met at 3:33 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, et seq, to discuss the following:

EXECUTIVE SESSION

- 1A. City Council shall convene into closed executive session pursuant to Section 551.071 of the Texas Government Code to deliberate and seek legal advice regarding the operation of Hunters Crossing Public Improvement District and Whiteaker, et al v. Forestar Group, Inc. et. al, Cause No. 423-5020, filed in the 423rd Judicial District, Bastrop County, Texas, along with 14 other property owner lawsuits making identical claims against the same 12 named defendants in which the City and the Hunters Crossing Local Government Corporation are listed among the defendants and are currently pending in the Bastrop County district courts.
- 1B. City Council shall convene into closed executive session pursuant to Section 551.071 of the Texas Government Code to confer with City Attorney regarding legal advice related to the July 28th Community Bus Tour with the Planning & Zoning Commission of Capital Improvement Projects/Developments and drainage sites, and the status of evaluating and updating the city's regulatory program, including public comment and citizen input into the new subdivision ordinance, pending revisions to zoning and sign codes, and uniformity of the permitting process, and goals for stormwater plans and improvements.

The Bastrop City Council reconvened at 6:06 p.m. into open (public) session.

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

No action taken.

Mayor Schroeder recessed the Council Meeting AT 6:06 P.M.

Mayor Schroeder called the meeting back to order at 6:30 PM

PLEDGE OF ALLEGIANCE

Madison Rosales, Teania McIntyre, Shay Baldwin, and Maya Baldwin, Junior Police Academy

INVOCATION

Chaplain Robert Wellington, Police Chaplain

PRESENTATIONS

- 6A. Receive Presentation from the YMCA of Austin - Bastrop Branch.
Terry Moore, Director of YMCA of Austin – Bastrop Branch.
- 6B. Mayor's Report
- 6C. Councilmembers' Report
- 6D. City Manager's Report

ITEMS FOR INDIVIDUAL CONSIDERATION

- 11A. Hold public hearing and consider action to approve the first reading of Ordinance No. 2018-12 of the City Council of the City of Bastrop, Texas, rezoning 0.398 acres of Bastrop Town Tract, Abstract 11 and 2.046 acres of Building Block 12 East of Water Street from C-2, Commercial 2 to CMU, Commercial Mixed Use Character Zone and extend the Downtown Bastrop From-Based Code Regulating Plan Area, located within the northeast Block of SH 95 and Chestnut Street, within the city limits of Bastrop, Texas, as shown in Exhibit A; including a severability clause; and establishing an effective date, and move to include on the August 28, 2018 consent agenda for second reading.
Presentation was made by Assistant Planning Director, Jennifer Bills.

Public hearing was opened.

SPEAKERS

Mona Williams
1105 C.P. Johnson Ln
Bastrop, TX
512 496-0594

Kendrick William
1105 CP Johnson Ln
Bastrop, TX

Kenneth Williams
1105 CP Johnson Ln
512 914-5318

Ishmael Harris

613 Rebecca Ln
Bastrop, TX 78602
512 653-7562

Applicant

Employee of QuickTrip
Michael Ward

Public hearing was closed.

A motion was made by Mayor Pro Tem Nelson to approve the first reading of Ordinance No. 2018-12 and include on the August 28, 2018 consent agenda, seconded by Council Member Rogers, motion was approved on a 5-0 vote.

- 11B. Hold public hearing and consider action to approve the first reading of Ordinance No. 2018-15 of the City Council of the City of Bastrop, Texas, granting a Conditional Use Permit for a religious institution use for Bastrop Bible Church, on 0.145 acres of Building Block 5 east of Water Street, located at 606 Pecan Street, within the city limits of Bastrop, Texas; as shown in Exhibit A; setting out conditions; including a severability clause; and establishing an effective date, and move to include on the August 28, 2018 consent agenda for a second reading.

Presentation was made by Assistant Planning Director, Jennifer Bills.

Public hearing was opened.

Public hearing was closed.

A motion was made by Council Member Ennis to approve the first reading of Ordinance No. 2018-15 and include on the August 28, 2018 consent agenda, seconded by Council Member Peterson, motion was approved on a 5-0 vote.

- 11C. Hold public hearing and consider action to approve the first reading of Ordinance No. 2018-16 of the City Council of the City of Bastrop, Texas, rezoning 0.70 acres of lot 67, within the Bastrop Town Tract Abstract 11, from Form-Based Code Character Zone CMU – Commercial Mixed Use, to MF-1 – Multifamily 1, 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 and move to include on the August 28, 2018 consent agenda for second reading.

Presentation was made by Assistant Planning Director, Jennifer Bills.

Public hearing was opened.

Public hearing was closed.

A motion was made by Council Member Rogers to approve the first reading of Ordinance No. 2018-16 and include on the August 28, 2018 consent agenda, seconded by Council Member Peterson, motion was approved on a 5-0 vote.

- 11D. Consider action to approve the first reading of Ordinance No. 2018-14 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2018 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; providing for an effective date and move to include on the August 28, 2018, consent agenda for a second reading.

Presentation was made by Chief Financial Officer, Tracy Waldron.

A motion was made by Council Member Peterson to approve the first reading of Ordinance No. 2018-14 and include on the August 28, 2018 consent agenda, seconded by Mayor Pro Tem Nelson, motion was approved on a 5-0 vote.

- 11E. Consider action to approve Resolution No. R-2018-59 of the City Council of the City of Bastrop, Texas, awarding a contract, attached as Exhibit A, for the installation of holiday lighting to Décor IQ in the amount of One Hundred Nine Thousand Five Hundred Twenty Five and 00/100 Dollars (\$109,525.00); authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

Presentation was made by Managing Director of Public Works & Leisure Services, Trey Job.

A motion was made by Mayor Pro Tem Nelson to approve Resolution No. 2018-59 approving an amount not to exceed \$136,900 with the two additions listed below, seconded by Council Member Jones, motion was approved on a 5-0 vote.

The two additions:

- Lighting of authentic tree east of town
- Lighting of trees west of the old iron bridge (The gateway into the community.)

CONSENT AGENDA

A motion was made by Mayor Pro Tem Nelson to approve Items 10A listed on the Consent Agenda after being read into the record by City Secretary, Ann Franklin. Seconded by Council Member Peterson, motion was approved on a 5-0 vote.

- 10A. Consider action to approve minutes from the July 24, 2018 regular meeting and August 7, 2018 Hearing on Tax Rate.

CITIZEN COMMENTS - NONE

WORK SESSION/BRIEFINGS

- 7A. Review revised Community Support Application based on Council feedback received at the July 24th meeting.
Presentation was given by Chief Financial Officer, Tracy Waldron.

- 7B. Receive briefing on the City Manager's submitted budget for FY 2019 as required by the City's Charter.
This item was withdrawn from the agenda.

STAFF AND BOARD REPORTS - NONE

EXECUTIVE SESSION

The City Council met at 8:36 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, et seq, to discuss the following:

- 12A. City Council shall convene into closed executive session pursuant to Section 551.071 of the Texas Government Code to confer with City Attorney regarding legal advice related to the status of reviewing and updating the city's regulatory program, including public comment and citizen input into the new subdivision ordinance, pending revisions to zoning and sign codes, capital improvements plan, uniformity of the permits process, and limited stay of processing certain permits, authorizations and approvals, and drainage improvements.

The Bastrop City Council reconvened at 9:31 p.m. into open (public) session.

13. Conduct a Public Hearing and take any necessary or appropriate action on matters posted for consideration in closed / executive session.
Council Member Ennis made the motion to approve the first reading of Emergency Ordinance No. 2018-1 and final reading of Emergency Ordinance No. 2018-2 as follows, seconded by Council Member Peterson.

Approve the first reading of Emergency Ordinance No. 2018-1 of the City of Bastrop, Texas, enacting a temporary moratorium staying the acceptance and processing of certain permits in the city limits and extraterritorial jurisdiction, providing for findings of fact, definitions, applicability, purpose, enactment, duration, extension, exceptions and exemptions, determination and appeals, repealer, severability, enforcement, effective date, and proper notice and meeting.

Approve Emergency Ordinance No. 2018-2 of the City of Bastrop, Texas, enacting additional requirements mandating data related to drainage and flooding for the acceptance, processing and approval of certain permits in the city limits and extraterritorial jurisdiction, providing for findings of fact, applicability, purpose, enactment, effective date, and proper notice and meeting.

Public hearing was opened.

Public hearing was closed.

The motion was approved on a 5-0 vote.

ADJOURNMENT

Adjourned at 9:50 p.m. without objection.

APPROVED:

Mayor Connie B. Schroeder

ATTEST:

City Secretary Ann Franklin

DRAFT

**MINUTES OF SPECIAL BUDGET WORKSHOP
AUGUST 20, 2018**

The Bastrop City Council met on Monday, August 20, 2018 at 7:00 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, Rogers and Peterson.

CALL TO ORDER

Mayor Schroeder called the meeting of the Bastrop City Council to order with a quorum being present at 7:00 p.m.

Council Member Jones arrived at 7:40 p.m.

WORK SESSION

- 2A. Receive briefing on the City Manager's submitted budget for FY 2019 as required by the City's Charter.

Presentation was made by City Manager, Lynda Humble.

- 2B. Discuss Proposed FY 2019 Budget and provide feedback to staff.

Discussion was held.

ADJOURNMENT

Mayor Schroeder adjourned the Bastrop City Council meeting at 9:25 p.m. without objection.

APPROVED:

ATTEST:

Mayor Connie B. Schroeder

City Secretary Ann Franklin

**MINUTES OF SPECIAL BUDGET WORKSHOP
AUGUST 21, 2018**

The Bastrop City Council met on Tuesday, August 21, 2018 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, Jones, Rogers and Peterson.

CALL TO ORDER

Mayor Schroeder called the meeting of the Bastrop City Council to order with a quorum being present at 6:30 p.m.

WORK SESSION

- 2A. Discuss Proposed FY 2019 Budget and provide feedback to staff.
Presentation was made by City Manager, Lynda Humble.

Discussion was held.

ADJOURNMENT

Mayor Schroeder adjourned the Bastrop City Council meeting at 9:45 p.m. without objection.

APPROVED:

ATTEST:

Mayor Connie B. Schroeder

City Secretary Ann Franklin



STAFF REPORT

MEETING DATE: August 28, 2018

AGENDA ITEM: 8B

TITLE:

Consider action to approve the second reading of Ordinance No. 2018-14 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2018 in accordance with existing statutory requirements; appropriating the various amounts herein; as attached in Exhibit A; repealing all ordinances and actions in conflict herewith; and providing for an effective date.

STAFF REPRESENTATIVE:

Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

The budget amendments do, in some funds, increase the budget appropriations for Fiscal Year 2018. Funds included in these amendments are detailed below:

General Fund includes:

- Sales tax revenue is projected to be above the budgeted amount which affects the amount that must be rebated through the City's current 380 agreements. This amendment increases revenue and the related expense to be able to pay these rebates final quarterly payment.
- Building permits actual revenue is over the budgeted amount due to increased development activity. This, and the lack of a Building Official, has caused the City to use a third-party inspection company. This amendment increases the revenue budget and the related expense for professional services.
- The City received funds from FEMA for Hurricane Harvey during this fiscal year. This amendment increases the revenue budget and the related expense for emergency management.
- This amendment reclassifies available funds in contingency to the purchase of zero client computers for the Library.

Debt Service Fund includes:

- Ad Valorem Tax Revenue received over budgeted amount will be used to cover change in interest owed on the 2005 & 2006 Bond issues, increase in Fiscal agency fees, and 380 agreement reimbursements for ad valorem rebates. The increase in the budgeted revenue will be offset by the related expenses.

Electric Fund includes:

- Received the line extension fee for Piney Creek subdivision. Need amendment to increase the revenue budget along with the expense budget to allow the electric department to order materials related to this project.

Hospitality & Downtown Fund includes:

- Main Street Program received a grant from the Bastrop Economic Development Corp. for \$50,000 for beautification projects (board approved May 21, 2018). Need this amendment to increase the revenue budget and the related expense for this project.

POLICY EXPLANATION:

- The City Charter requires that when the budget is amended, that the amendment be by Ordinance.
- The Financial Management Policy state that the level of budgetary control is the department level in all funds. When adjustments/transfers are required between departments and funds, these must be approved by City Council through an Ordinance. The Financial Management Policy further states that the contingency account can be increased by the amount available from vacancy savings on a quarterly basis.

FUNDING SOURCE:

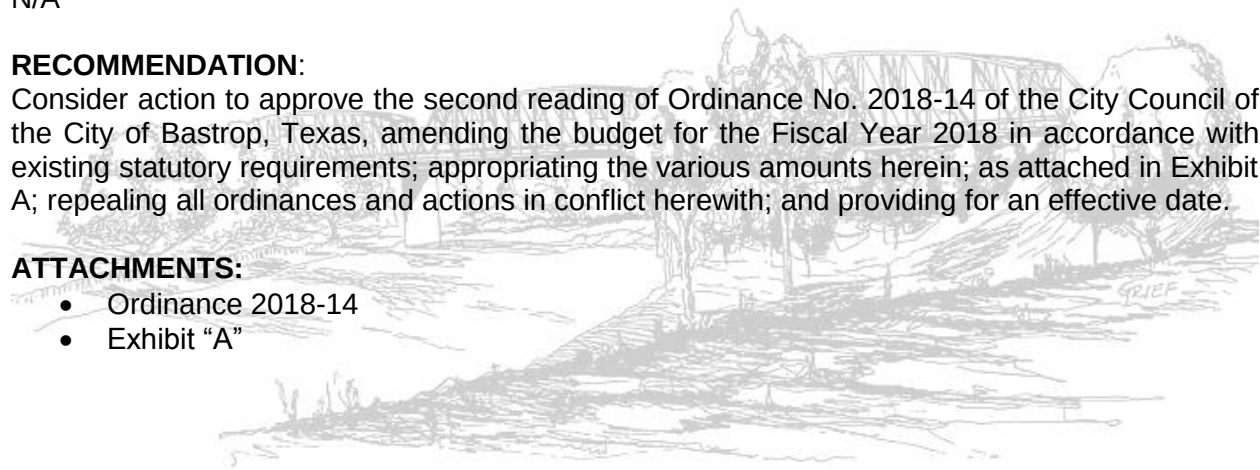
N/A

RECOMMENDATION:

Consider action to approve the second reading of Ordinance No. 2018-14 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2018 in accordance with existing statutory requirements; appropriating the various amounts herein; as attached in Exhibit A; repealing all ordinances and actions in conflict herewith; and providing for an effective date.

ATTACHMENTS:

- Ordinance 2018-14
- Exhibit "A"



ORDINANCE NO. 2018-14

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR 2018 IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS; APPROPRIATING THE VARIOUS AMOUNTS HEREIN; AS ATTACHED IN EXHIBIT A: REPEALING ALL ORDINANCES AND ACTIONS IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Manager of the City of Bastrop 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 2018; 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 amendments for the Fiscal Year 2018, as submitted to the City Council by the City Manager and which budget amendments are attached hereto as Exhibit "A", are hereby adopted and approved as the amended budget of said city for Fiscal Year 2018.

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 14th day of August 2018.

READ and ADOPTED on Second Reading on the 28th day of August 2018.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Exhibit "A"
FY 2018
BUDGET AMENDMENTS
GENERAL FUND

Audited Fund Balance as of 9-30-17	\$	3,261,139	
FY2018 Budgeted Revenues	\$	10,712,030	
FY2018 Budgeted Expenses	\$	(10,712,030)	
1/2018 Budget Amendments (net)	\$	(252,328)	
4/2018 Budget Amendments (net)	\$	-	
8/2018 Budget Amendments (net)	\$	-	
Ending Fund Balance	\$	<u>3,008,811</u>	(25% policy = \$2,678,008)

DEPARTMENT	BUDGET	AMOUNT	DESCRIPTION	ACCOUNT #
New Revenue:				
Matching Revenues to Expenditures:				
Organizational	Neutral	\$6,075	Emergency Management Assistance	101-00-00-4410
Organizational	Neutral	\$50,000	City Sales Tax	101-00-00-4006
Planning & Development	Neutral	\$100,000	Building Permits	101-00-00-4020
	Total Revenues	<u>\$156,075</u>		
Matching Expenditures to Revenues:				
Organizational	Neutral	(\$6,075)	Emergency Management expenses	101-02-00-5521
Organizational	Neutral	(\$50,000)	380 Agreement Reimbursement-Sales Tax	101-02-00-5644
Planning & Development	Neutral	(\$100,000)	Professional Services	101-15-00-5505
New Expenditures:				
Organizational	Decrease	\$12,000	Contingency	101-02-00-5900
Information Technology	Increase	(\$12,000)	Computer Equipment	101-07-00-5207
Summary:				
Organizational	Increase	\$0	Contingency	101-02-00-5900
	Total Expenditures	<u>(\$156,075)</u>		
	Net Change	\$0		

**FY 2018
BUDGET AMENDMENTS
DEBT SERVICE FUND**

Audited Fund Balance as of 9-30-17	62,817
FY 2017 Budgeted Revenues	2,565,113
FY 2017 Budgeted Appropriations	(2,354,274)

8/2018 Budget Amendment	<u>0</u>
Ending Fund Balance	<u>273,656</u>

	BUDGET	AMOUNT	DESCRIPTION	ACCOUNT NUMBER
Matching Revenues to Expenditures:				
	Neutral	11,000	Current Taxes	120-00-00-4001
Total Revenues		<u>11,000</u>		
Matching Expenditures to Revenues:				
	Neutral	(1,448)	380 Agreement Reimb.	120-00-00-5644
	Neutral	(5,200)	General Obligation Bond 2005-Interest	120-00-00-7114
	Neutral	(2,000)	Certificate of Obligation Bond 2006-Interest	120-00-00-7116
	Neutral	(2,352)	Fiscal Agency Fees	120-00-00-7999
Total Expense		<u>(11,000)</u>		
Net Change		0		

**FY 2018
BUDGET AMENDMENTS
BP&L**

Operating Fund Balance as of 9/30/17	4,264,411
FY2018 Budgeted Revenues	7,323,696
FY2018 Budgeted Appropriations	(7,908,734)
4/2018 Budget Amendments (net)	\$0.00
8/2018 Budget Amendments (net)	<u>\$0.00</u>
Ending Fund Balance	<u><u>3,679,373</u></u>

<u>DEPARTMENT</u>	<u>BUDGET</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>ACCOUNT NUMBER</u>
Matching Revenues to Expenditures:				
	Neutral	154,000	Line Extension Fees	404-00-00-4312
Total Revenues		<u>154,000</u>		
Matching Expenditures to Revenues:				
	Neutral	(154,000)	Line Extension Expense	404-60-00-6099
New Expenditures:				
Total Expense		<u>(154,000)</u>		
Net Change		0		

**FY 2018
BUDGET AMENDMENTS
HOSPITALITY & DOWNTOWN**

Audited Fund Balance 9/30/17	823,826
FY 2018 Budgeted Revenues	1,034,788
FY 2018 Budgeted Appropriations	(1,027,522)
8/2018 Budget Amendments (net)	<u>0</u>
Ending Fund Balance	<u><u>831,092</u></u>

<u>DEPARTMENT</u>	<u>BUDGET</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>ACCOUNT #</u>
Matching Revenues to Expenditures:				
Neutral	50,000	BEDC Support Funding	502-00-00-4493	
Total Revenue	<u>50,000</u>			
Matching Expenditures to Revenues:				
Neutral	(50,000)	Downtown Beautification	502-00-80-5920	
New Expenditures:				
New Expenditures:				
Total Expense	<u>(50,000)</u>			
Net Change	0			



STAFF REPORT

MEETING DATE: August 28, 2018

AGENDA ITEM: 8C

TITLE:

Consider action to approve the second reading of Ordinance No. 2018-12 of the City Council of the City of Bastrop, Texas, rezoning 0.398 acres of Bastrop Town Tract, Abstract 11 and 2.046 acres of Building Block 12 East of Water Street from C-2, Commercial 2 to CMU, Commercial Mixed Use Character Zone and extend the Downtown Bastrop Form-Based Code Regulating Plan Area, located within the northeast Block of SH 95 and Chestnut Street, within the city limits of Bastrop, Texas, as shown in Exhibit A; including a severability clause; and establishing an effective date.

STAFF REPRESENTATIVE:

Jennifer C. Bills, AICP, LEED AP, Assistant Planning Director

ITEM DETAILS:

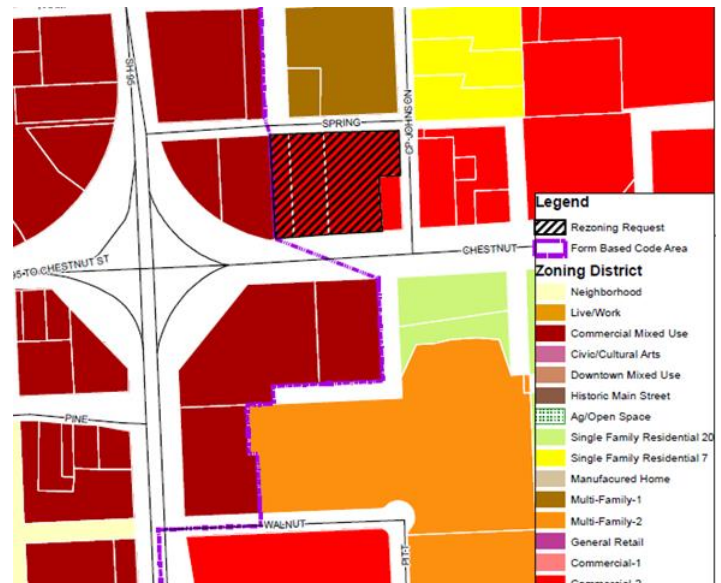
Site Address: 1800 block of Chestnut Street (Exhibit A)
Total Acreage: 2.44 acres
Legal Description: 0.398 acres of Bastrop Town Tract, Abstract 11
2.046 acres of Building Block 12 East of Water Street

Property Owners: Bob Patterson; Marvin E & Anne P Beck
Agent Contact: David Meyer, Jr./QuikTrip

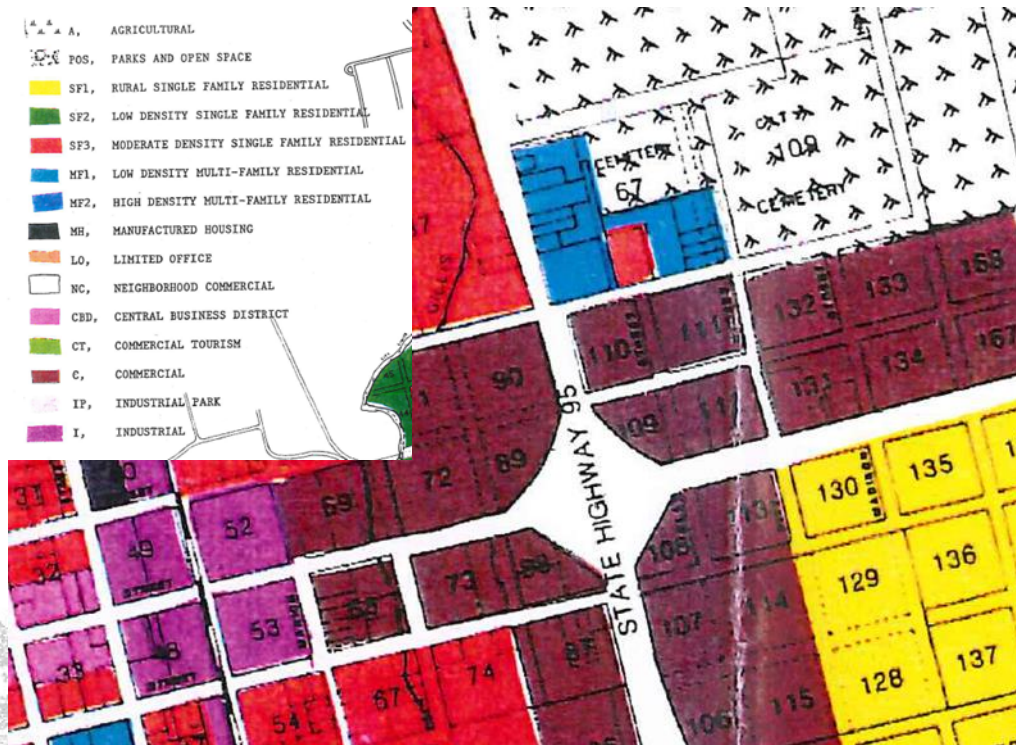
Existing Use: Vacant/Undeveloped
Existing Zoning: C-2, Commercial 2 (Heavy) (2.44 acres)
Requested Zoning: CMU, Commercial Mixed Use
Future Land Use: Neighborhood Commercial

BACKGROUND/HISTORY:

The applicant has applied to rezone three of the five tracts on the northeast corner of SH 95 and Chestnut Street to CMU, Commercial Mixed Use in the Downtown Bastrop Form-Based Code area, with the intent to build a convenience store with fuel sales (Attachment 1). Currently, two tracts are zoned CMU, which was adopted in 2015 and the other three tracts are zoned C-2, Commercial 2 (Heavy) (Attachment 3).



Prior to the FBC, the entire corner was zoned C-2, Commercial 2. The official zoning map from 1991 shows the corner and adjacent lots to be zone C, Commercial. We have not have researched further back in the record to determine the zoning prior to 1991.



1991 Zoning Map

Fuel sales are allowed within the CMU, C-1, and C-2 districts. The applicant had previously pursued C-1, Commercial-1 (Light) for the entire site, but has re-evaluated the site layout and believes that they can fit within the CMU district. In the future, the applicant may ask for a variance to the sign code, as the FBC has stricter sign regulations than the standard zoning districts. Any variance requests would go before the Zoning Board of Adjustment for consideration. The CMU district is consistent with the Neighborhood Commercial Future Land Use Designation.

The five tracts will have go through the subdivision process to create one lot, which also necessitates bringing the area into one zoning district. Through the platting process, any street and utility improvements will be reviewed.

All development must provide a Site Development Plan for the private onsite improvements (i.e. building, parking, drainage, landscaping). The development standards are specified in the Zoning Ordinance that dictates setbacks, height limits, building materials, landscaping, lighting, parking ratios and screening. Site Development Plans are reviewed and approved administratively by planning staff.

The applicant met with neighboring property owner prior to the Planning & Zoning meeting and discussed some additional screening/fencing that can be provided along the northern property line. There were some other requests to decrease the speed of Spring Street and install traffic calming devices that will be reviewed by staff during the subdivision and site plan process for feasibility and if they are allowed by city codes.

A Traffic Impact Analysis will be required during the subdivision process, as well as to apply to the Texas Department of Transportation (TxDOT) for any requested driveway access on to SH 95 or Chestnut Street. TxDOT has not reviewed this request yet, but staff has met to discuss this

corner with the local office. Through that discussion, it appears that the only potential access to either street would be on Chestnut Street, closer to the C.P. Johnson Lane side and the driveway would only allow for entrance through a right turn from west bound traffic on Chestnut, and allow for right-turn exits onto westbound Chestnut, and may require additional street improvements by the developer for the driveway. All other access would be from Spring Street and C.P. Johnson Lane, which are local city streets. Improvements to these streets will be evaluated and required during the subdivision process.

PUBLIC COMMENTS:

Property owner notifications were sent to 16 adjacent property owners on July 10, 2018. At the time of this report, one property owner has discussed the rezoning with staff and is against locating a service station at this location, we received two in favor, one against and one with no objection. (Attachment 2)

POLICY EXPLANATION:

Staff recommends the amendment of the zoning district to CMU, Commercial Mixed Use. Moving to CMU is a downzone (less land uses are allowed by right) from the C-2 district that is already in place and is consistent with the existing CMU zoning on the two parcels within the block. Bringing all 4.22 acres into the CMU district allows the developer to use the standards of the district to arrange the site in a fashion that is conducive to a retail sales and service use.

The authority to establish zoning districts and a process for amending boundaries is outlined in the Texas Local Government Code Section 211. City zoning districts govern the use and development of land, buildings, and structures as a measure necessary to the orderly development of the community.

Texas Local Government Code

Sec. 211.006. PROCEDURES GOVERNING ADOPTION OF ZONING REGULATIONS AND DISTRICT BOUNDARIES. (a) The governing body of a municipality wishing to exercise the authority relating to zoning regulations and zoning district boundaries shall establish procedures for adopting and enforcing the regulations and boundaries. A regulation or boundary is not effective until after a public hearing on the matter at which parties in interest and citizens have an opportunity to be heard. Before the 15th day before the date of the hearing, notice of the time and place of the hearing must be published in an official newspaper or a newspaper of general circulation in the municipality.

Notice was published in the Bastrop Advertiser on July 12, 2018 and notice was sent to property owners within 200 feet of the property boundary.

(b) In addition to the notice required by Subsection (a), a general-law municipality that does not have a zoning commission shall give notice of a proposed change in a zoning classification to each property owner who would be entitled to notice under Section 211.007(c) if the municipality had a zoning commission. That notice must be given in the same manner as required for notice to property owners under Section 211.007(c). The governing body may not adopt the proposed change until after the 30th day after the date the notice required by this subsection is given.

N/A. Bastrop is not a general-law municipality.

(c) If the governing body of a home-rule municipality conducts a hearing under Subsection (a), the governing body may, by a two-thirds vote, prescribe the type of notice to be given of the time

and place of the public hearing. Notice requirements prescribed under this subsection are in addition to the publication of notice required by Subsection (a).

The notice process was adopted in the Bastrop Code of Ordinances.

(d) If a proposed change to a regulation or boundary is protested in accordance with this subsection, the proposed change must receive, in order to take effect, the affirmative vote of at least three-fourths of all members of the governing body. The protest must be written and signed by the owners of at least 20 percent of either:

(1) the area of the lots or land covered by the proposed change; or

(2) the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area.

(e) In computing the percentage of land area under Subsection (d), the area of streets and alleys shall be included.

At the time of this report, no protest has been received.

(f) The governing body by ordinance may provide that the affirmative vote of at least three-fourths of all its members is required to overrule a recommendation of the municipality's zoning commission that a proposed change to a regulation or boundary be denied.

If the Planning & Zoning Commission recommends denial of the zoning request, the City Council must have a minimum vote of 4 out of 5 members to approve the zoning request.

City of Bastrop Code of Ordinances

Section 10 – Changes and Amendments to All Zoning Ordinances and Districts contains the process for amending the zoning map. Changes shall only be made:

A. To correct any error in the regulations or map.

The existing zoning district was adopted through the appropriate process. The current owner wishes to develop these lots as a commercial use, which requires a zoning amendment to rezone the entire development area to the same zoning district.

B. To recognize changed or changing conditions or circumstances in a particular locality.

The applicant plans to plat five existing tracts into one, which would result in a split zoned tract. This rezoning request will move the area into one district.

C. To recognize changes in technology, the style of living, or manner of conducting business.

This does not apply. The request follows the existing development pattern in the area.

D. To change the property to uses in accordance with the approved Comprehensive Plan.

The requested zoning change to C-1 is consistent with the Future Land Use designation of Neighborhood Commercial shown in the Comprehensive Plan (Attachment 4).

In making a determination regarding a requested zoning change, the Planning and Zoning Commission and City Council shall consider the following factors:

1. Whether the uses permitted by the proposed change will be appropriate in the immediate area concerned and their relationship to the general area and the City as a whole.

Primary permitted uses allowed by right within the CMU district include many uses in the Commercial Uses (Office, Retail, Sales and Service Uses), Educational, Public Administration, Health Care and Other Institutional Uses, Multifamily Uses, and Manufacturing, Transportation Communication and Utility Uses categories, including convenience store with fuel. These uses are appropriate considering the surrounding development is primarily commercial and the property is adjacent to SH 95 and Chestnut Streets, which are both major collector streets.

2. Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other utilities to the area, and shall note the findings.

The proposed change is in accord and shall not adversely affect the existing public schools, streets, or utilities in the area. The area will be required to go through the subdivision process and any additional street or utility improvements needed to serve the development (if any) will be determined and required through that process.

3. The amount of vacant land currently classified for similar development in the vicinity and elsewhere in the City, and any special circumstances, which may make a substantial part of such vacant land unavailable for development.

There is vacant land classified as commercial in the vicinity and elsewhere in the city. Some of the vacant residential land in the vicinity is hindered by lack of utility infrastructure (water, wastewater, and/or electric), which requires a longer platting process and increases the cost of development. Other vacant residential land in the vicinity is not for sale. East of SH 95, commercial development may be hindered by terrain challenges, lack of developed street or utility infrastructure, or requires additional regulation by the Lost Pines Habitat Conservation Plan (LPHCP). Retail sale and services that are allowed in commercial districts have a specific target area, and commercially zoned property south of 71 or on the west side of the city would not be affected by this property.

4. The recent rate at which land is being developed in the same zoning classification as the request, particularly in the vicinity of the proposed change.

Over the last 10 years commercial tracts along SH 95 and Chestnut Street have been developed at a steady rate, with a gas station and new shopping center to the south at SH 95 and SH 71, additions to the restaurant and gas station across the street, and retail services along Chestnut.

5. How other areas designated for similar development will be, or are unlikely to be, affected if the proposed amendment is approved.

The area is already zoned for commercial uses. This amendment would be a parallel shift/downzone from the current districts, so the change will not affect other areas designated for similar development.

6. Any other factors which will substantially affect the public health, safety, morals, or general welfare.

None.

PLANNING & ZONING RECOMMENDATION:

The Planning & Zoning Commission held a public hearing and voted unanimously to recommend approval of the rezoning request to the Downtown Bastrop FBC – CMU, Commercial Mixed Use.

RECOMMENDATION:

Consider action to approve the second reading of Ordinance No. 2018-12 of the City Council of the City of Bastrop, Texas, rezoning 0.398 acres of Bastrop Town Tract, Abstract 11 and 2.046 acres of Building Block 12 East of Water Street from C-2, Commercial 2 to CMU, Commercial Mixed Use Character Zone and extend the Downtown Bastrop Form-Based Code Regulating Plan Area, located within the northeast Block of SH 95 and Chestnut Street, within the city limits of Bastrop, Texas, as shown in Exhibit A; including a severability clause; and establishing an effective date.

ATTACHMENTS:

Ordinance

Exhibit A: Location Map

Attachment 1: Letter from Applicant

Attachment 2: Surrounding Property Owners Notification

Attachment 3: Zoning Map

Attachment 4: Future Land Use Map

Attachment 5: Aerial Location Map



ORDINANCE 2018- 12

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, REZONING 0.398 ACRES OF BASTROP TOWN TRACT ABSTRACT 11 AND 2.046 ACRES OF BUILDING BLOCK 12 EAST OF WATER STREET FROM C-2, COMMERCIAL 2 TO CMU, COMMERCIAL MIXED USE CHARACTER ZONE AND EXTEND THE DOWNTOWN BASTROP FORM-BASED CODE REGULATING PLAN AREA, LOCATED WITHIN THE NORTHEAST BLOCK OF SH 95 AND CHESTNUT STREET, WITHIN THE CITY LIMITS OF BASTROP, TEXAS; AS SHOWN IN EXHIBIT A; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Quiktrip (hereinafter referred to as "Applicant") submitted a request on behalf of the owners Marvin and Anne Beck, and Bob Patterson, for a rezone of 0.398 acres of Bastrop Town Tract Abstract 11 and 2.046 acres of Building Block 12 East of Water Street, within the City limits of Bastrop, Texas, hereinafter referred to as "the Property"; and

WHEREAS, a location map is attached hereto as Exhibit "A" (the "Property"); and

WHEREAS, the Property is currently zoned as C-2, Commercial 2; and

WHEREAS, pursuant to Section 10.4 of the City's Zoning Ordinance, notice of the rezoning was given to all property owners located within two hundred (200) feet of the Property, and the Planning and Zoning Commission of the City of Bastrop held a public hearing on the rezoning request on July 26, 2018; and

WHEREAS, after notice and hearing, the Planning and Zoning Commission has recommended approval of the proposed request by a vote of 7-0; and

WHEREAS, the City Council of the City of Bastrop held a public hearing on August 14, 2018 to consider the Applicant's request; and

WHEREAS, after consideration of public input received at the hearing, the information provided by the Applicant, and all other information presented, City Council finds that it is in the public interest to approve the rezoning.

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

Section 1: The Property, situated in 0.398 acres of Bastrop Town Tract Abstract 11 and 2.046 acres of Building Block 12 East of Water Street located at the northeast corner of SH 95 and Chestnut Street, within the city limits of Bastrop, Texas as more particularly shown and described on attachments Exhibit "A", shall be rezoned to the Downtown Bastrop Form-Based Code - CMU, Commercial Mixed Use Character Zone.

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 ACKNOWLEDGED on First Reading on the 14th day of August 2018.

READ and APPROVED on the Second Reading on the 28th day of August 2018.

APPROVED:

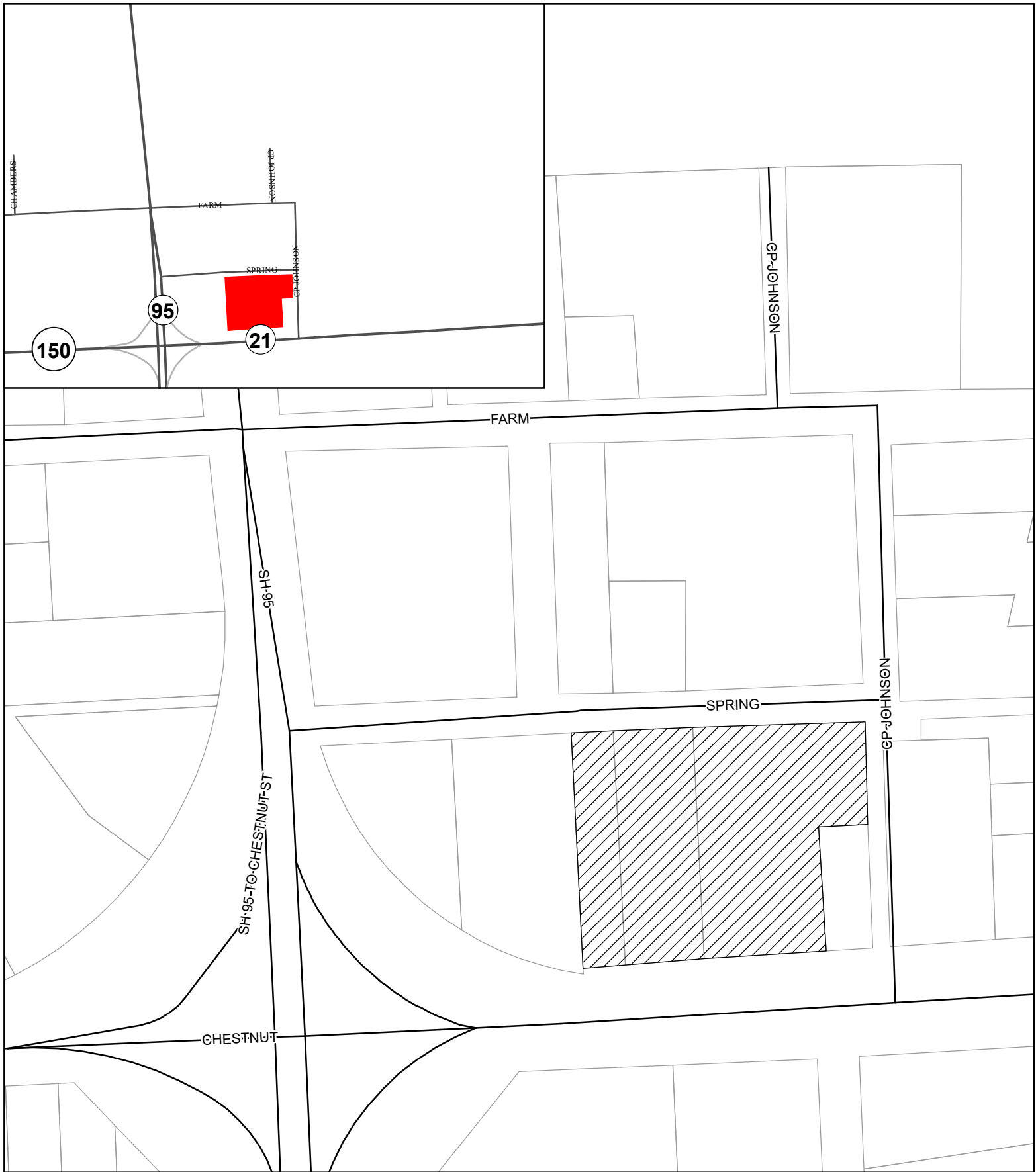
Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



0 40 80 160 Feet

Exhibit A Location Map Rezone Request Quiktrip



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 liability or responsibility for the accuracy, completeness or usefulness of any such information, nor does it represent that its use would not infringe upon privately owned rights.

Date: 8/3/2018

QuikTrip® Corporation



AUSTIN DIVISION
1 Chisholm Trail Road
Suite 450
Round Rock, TX 78681
(704) 604-3475

David Meyer, Jr.
Real Estate Project Manager

July 16, 2018

City of Bastrop Planning and Zoning Commission

1311 Chestnut St,

Bastrop, Texas 78602

Attn: Planning and Zoning Commission

RE: Zoning Explanation Letter

To Whom It May Concern:

Please accept this letter as an appropriate explanation for the proposed zoning change of the tract of land, approximately 4.229 acres, at the NEC of Hwy 95 & Chestnut St, originally applied to be zoned from Commercial-2/Commercial Mixed Use to Commercial-1, to now be zoned from Commercial-2/Commercial Mixed Use to Commercial Mixed Use. The change in zoning was a recommendation from Planning Staff and is also to help provide uniformity in zoning for the entire 4.229 acre tract of land.

Please feel free to reach out to me directly with any questions you may have.

Respectfully, 

David Meyer, Jr.
Real Estate Project Manager- QuikTrip Corp.
 **A Fortune 100 "Best Companies to Work For"**
1 Chisholm Trail Road,
Suite 450
Round Rock, TX 78681
(704) 604-3475 - Direct Line
dmeyerjr@quiktrip.com - Email

X

PROPERTY OWNER'S RESPONSE

As a property owner within 200': (please check one)

- ☒ I am in favor of the request.
☐ I am opposed to the request.
☐ I have no objection to the request.

Property Owner Name: Marvin & Anne Beck
Property Address: N/E corner Hwy 95 & Chestnut
Phone (optional): _____
Mailing Address: 122 Winchester Rd Bastrop, TX 78602
Email (optional): _____
Property Owner's Signature: [Signature]

Comments: (Optional)

RECEIVED

JUL 23 2018

By [Signature]

Please provide reply to the address below, via fax (512) 332-8829, or email:
plan@cityofbastrop.org

PLANNING & DEVELOPMENT

QT

1311 Chestnut Street • PO Box 427 • Bastrop, Texas 78602 • 512.332.8840 • www.cityofbastrop.org

PROPERTY OWNER'S RESPONSE

As a property owner within 200': (please check one)

- ☐ I am in favor of the request.
☒ I am opposed to the request.
☐ I have no objection to the request.

Property Owner Name: Carlton Harris
Property Address: 1123 C. P. Johnson Ln.
Phone (optional): _____
Mailing Address: same
Email (optional): _____
Property Owner's Signature: [Signature]

Comments: (Optional)

RECEIVED

MAY 23 2018

By [Signature]

Please provide reply to the address below, via fax (512) 332-8829, or email: plan@cityofbastrop.org

PLANNING & DEVELOPMENT

1311 Chestnut Street • PO Box 427 • Bastrop, Texas 78602 • 512.332.8840 • www.cityofbastrop.org

Notice of Pending Zoning Approval
City of Bastrop
Planning & Zoning Commission
And City Council



Dear Property Owner:

The Planning and Zoning Commission will conduct a public hearing on Thursday, July 26, 2018 at 6:00 p.m. and the City Council will conduct a public hearing (first reading) Tuesday, August 14, 2018 at 6:30 p.m. in the City Hall Council Chambers located at 1311 Chestnut Street, Bastrop, Texas on the request to approve an ordinance to rezone 0.398 acres of Bastrop Town Tract Abstract 11 and 2.046 acres of Building Block 12, East of Water Street, located in the 1800 block of Chestnut Street, from C-2, Commercial-2 to CMU, Commercial Mixed Use in the Downtown Bastrop Form-Based Code, within the city limits of Bastrop.

Applicant/Owner: David Meyer/QuikTrip Corporation
Address: Northeast corner of Highway 95 and Chestnut Street
Legal Description: 0.398 acres of Bastrop Town Tract Abstract 11 Building Block 12, East of Water Street

The site location map is attached for reference.

As a property owner within 200 feet of the above referenced property, you are being notified of the upcoming meetings per the Bastrop Code of Ordinances. For more information on this project, you can contact the Planning & Development offices at (512) 332-8840, plan@cityofbastrop.org, or visit the office at 1311 Chestnut Street, Bastrop, Texas.

For additional information, please visit or call the Planning & Development offices.

X

PROPERTY OWNER'S RESPONSE

As a property owner within 200': (please check one)

- ☒ I am in favor of the request.
☐ I am opposed to the request.
☐ I have no objection to the request.

Property Owner Name: Jeffrey R Voigt
Property Address: 1107 Hwy 95 + Lot 1 Chestnut Square
Phone (optional): 512-627-7174
Mailing Address: P.O. Box A Bastrop TX 78602
Email (optional): ~~voigtjr@aol~~ voigtjr@aol
Property Owner's Signature: [Signature]

RECEIVED

JUL 24 2018

By [Signature]

Comments: (Optional)

We need to make it EASY for new business in Bastrop.

Please provide reply to the address below, via fax (512) 332-8829, or email: plan@cityofbastrop.org

PLANNING & DEVELOPMENT

QT

Notice of Pending Zoning Approval
City of Bastrop
Planning & Zoning Commission
And City Council



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Applicant/Owner: David Meyer/QuikTrip Corporation

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For additional information, please visit or call the Planning & Development offices.

X

PROPERTY OWNER'S RESPONSE

As a property owner within 200': (please check one)

- ☐ I am in favor of the request.
☐ I am opposed to the request.
☒ I have no objection to the request.

Property Owner Name: David Shuler
Property Address: Chestnut St. - Prop ID 118911
Phone (optional): _____
Mailing Address: 1705 Barbara St, Austin, TX
Email (optional): _____
Property Owner's Signature: David Shuler

Comments: (Optional)

RECEIVED

Please provide reply to the address below, via fax (512) 332-8829, or email:
plan@cityofbastrop.org

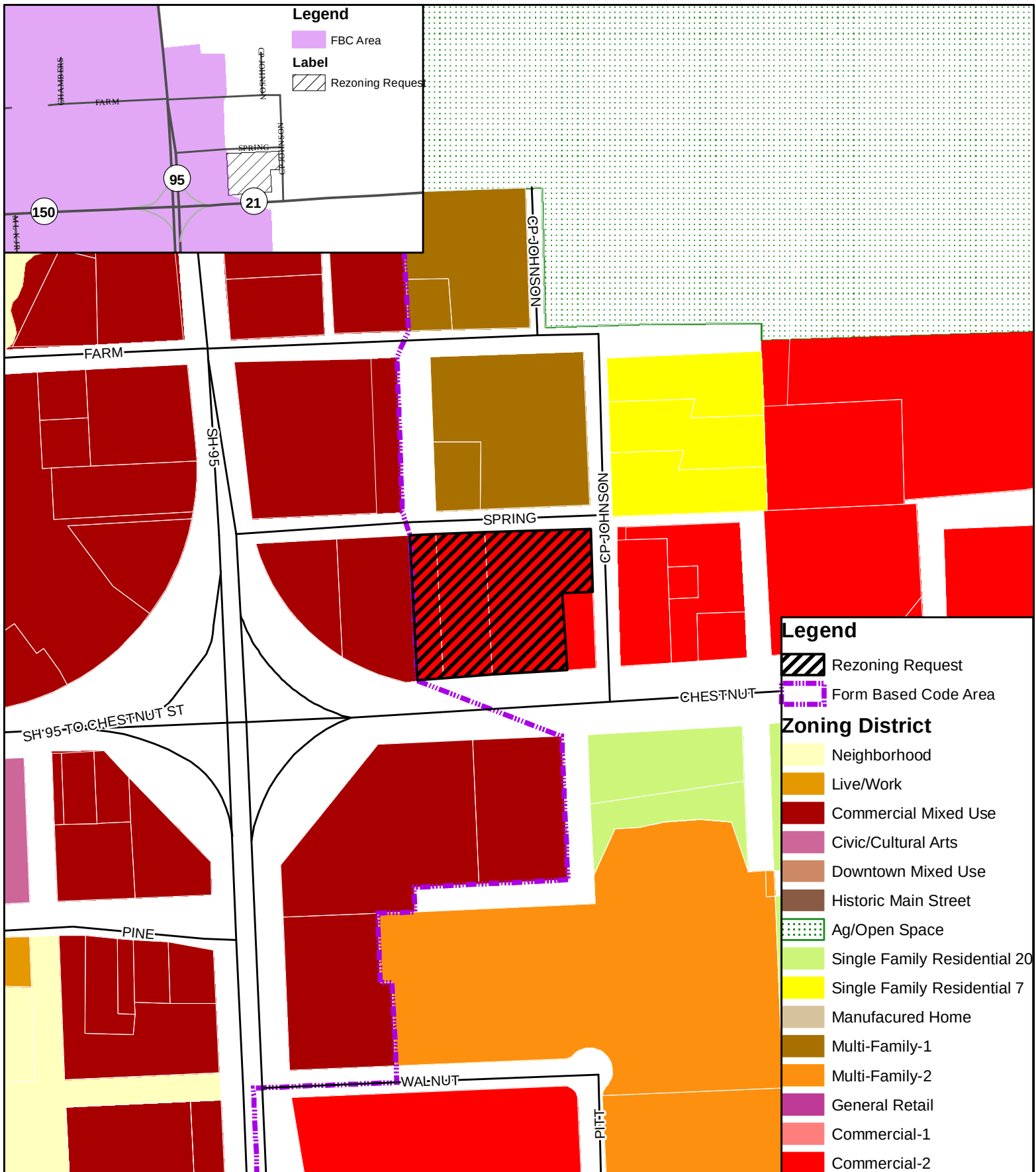
JUL 23 2018

By

PLANNING & DEVELOPMENT

1311 Chestnut Street • PO Box 427 • Bastrop, Texas 78602 • 512.332.8840 • www.cityofbastrop.org

QT



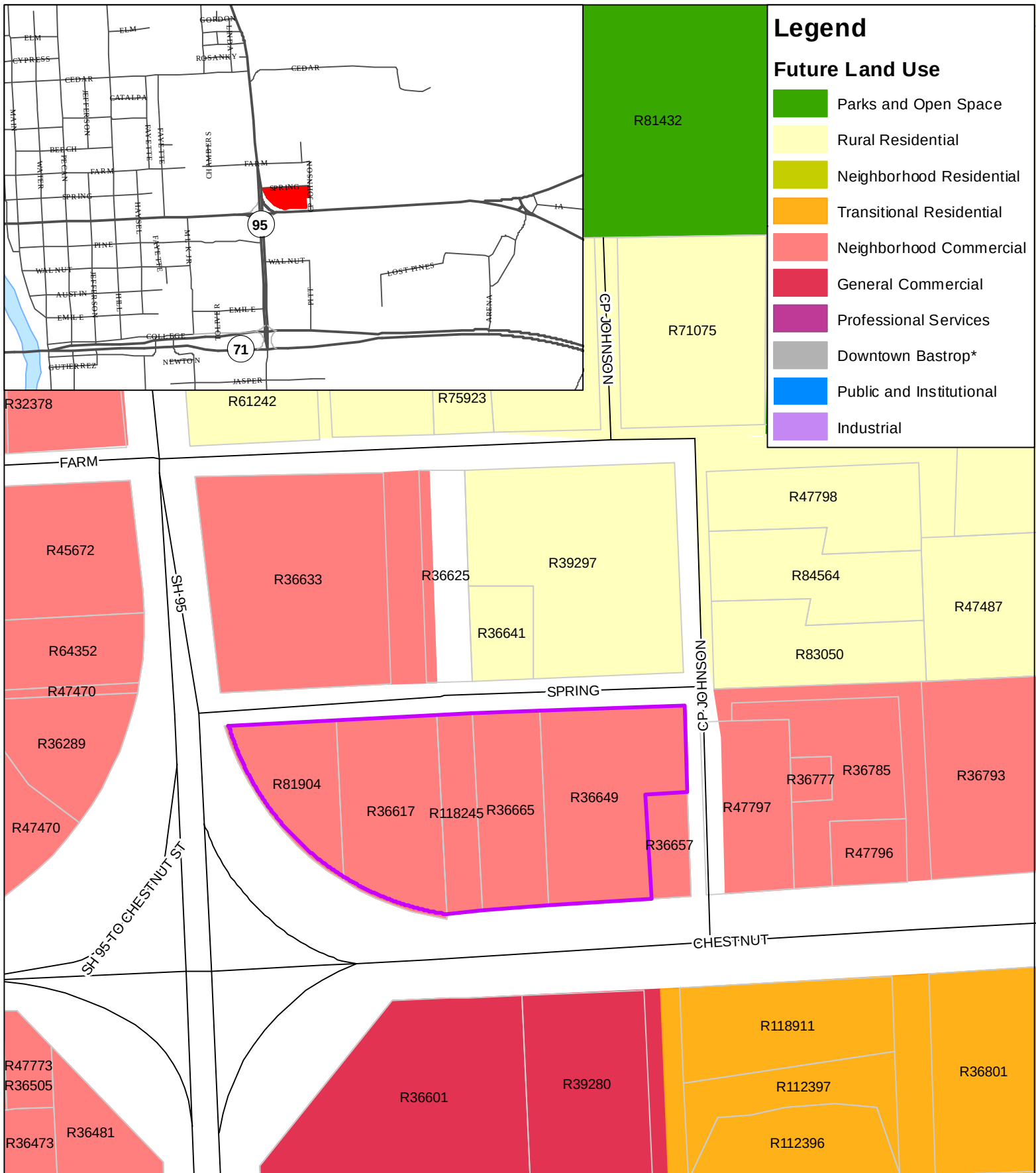
Location and Zoning Map Rezoning Request C-2, Commercial 2 to CMU, Commercial Mixed Use

1 inch = 274.04 feet

Date: 7/9/2018

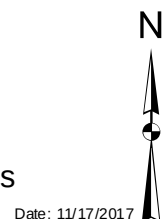


The accuracy and precision of this cartographic data is limited and should be used for information /planning purposes only. This data does not replace surveys conducted by registered Texas land surveyors nor does it constitute an "official" verification of zoning, land use classification, or other classification 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 liability or responsibility for the accuracy, completeness or usefulness of any such information, nor does it represent that its use would not infringe upon privately owned rights.



Attachment 5
Future Land Use Map
Zoning Map Amendment
Bastrop Town Tract A11 0.398 Acres
Building Block 112 E W ST 2.046 Acres

1 inch = 200 feet



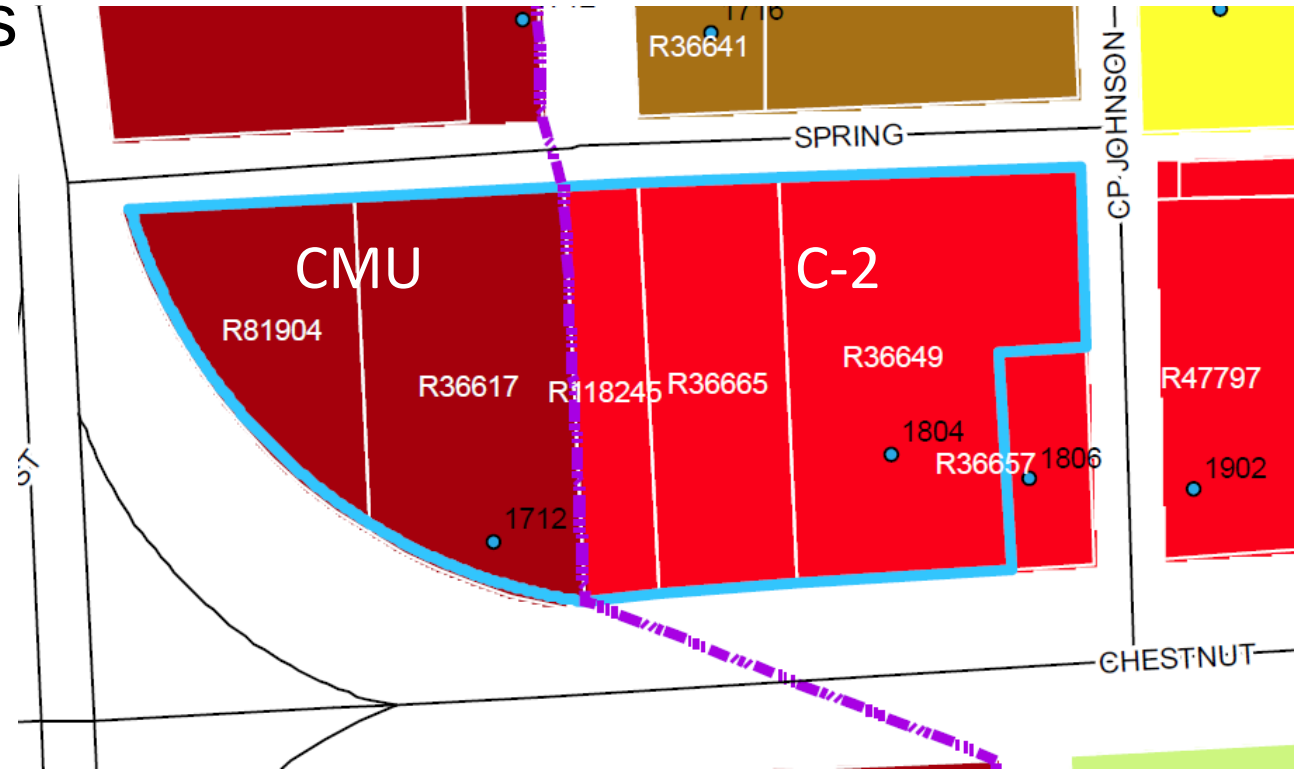
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Consider action to approve Ordinance No. 2018-12 of the city of Bastrop, Texas, rezoning 0.398 acres of Bastrop Town Tract, Abstract 11 and 2.046 acres of Building Block 12 East of Water Street from C-2, Commercial 2 to CMU, Commercial Mixed Use Character Zone and extend the Downtown Bastrop From-Based Code Regulating Plan Area, located within the northeast Block of SH 95 and Chestnut Street, within the city limits of Bastrop, Texas, as shown in Exhibit A; including a severability clause; and establishing an effective date.



Request

- Change the zoning for 3 parcels to CMU, Commercial Mixed Us and extend the Form-based Code Area
- Currently
 - 2 parcels CMU, Commercial Mixed Use
 - 3 parcels C-2, Commercial 2

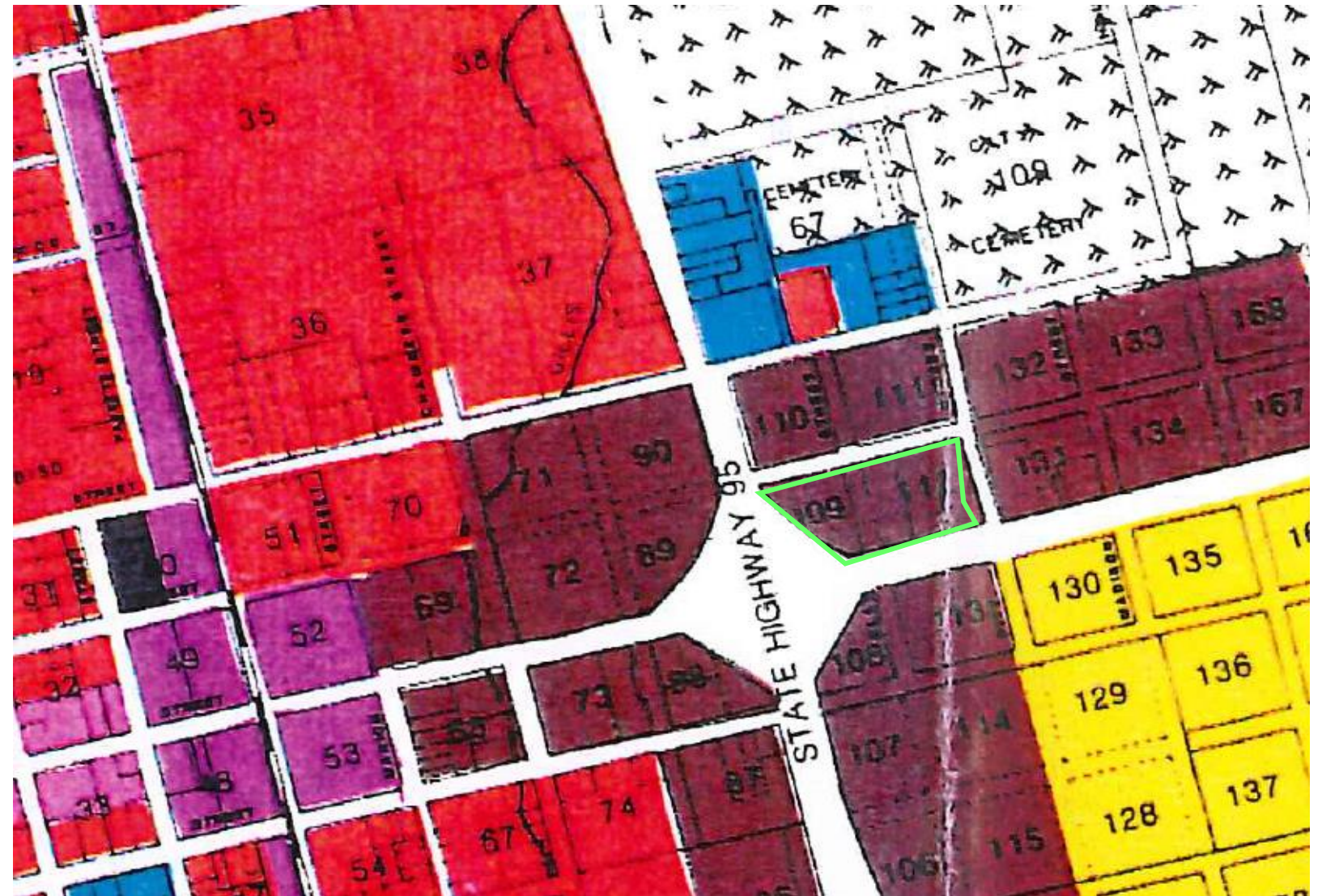
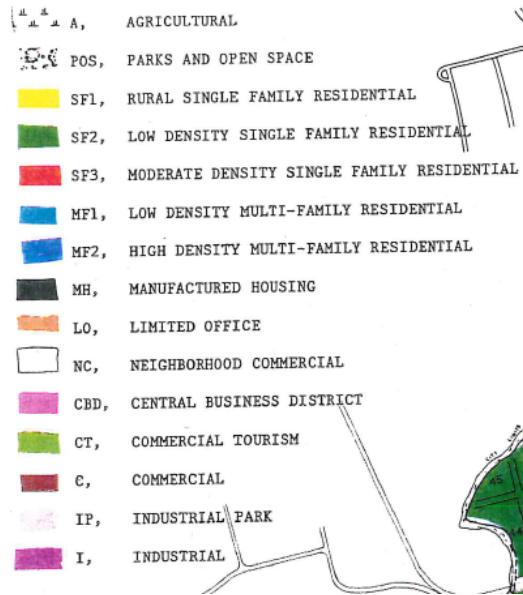


Location

- NE Corner of Chestnut and SH 95

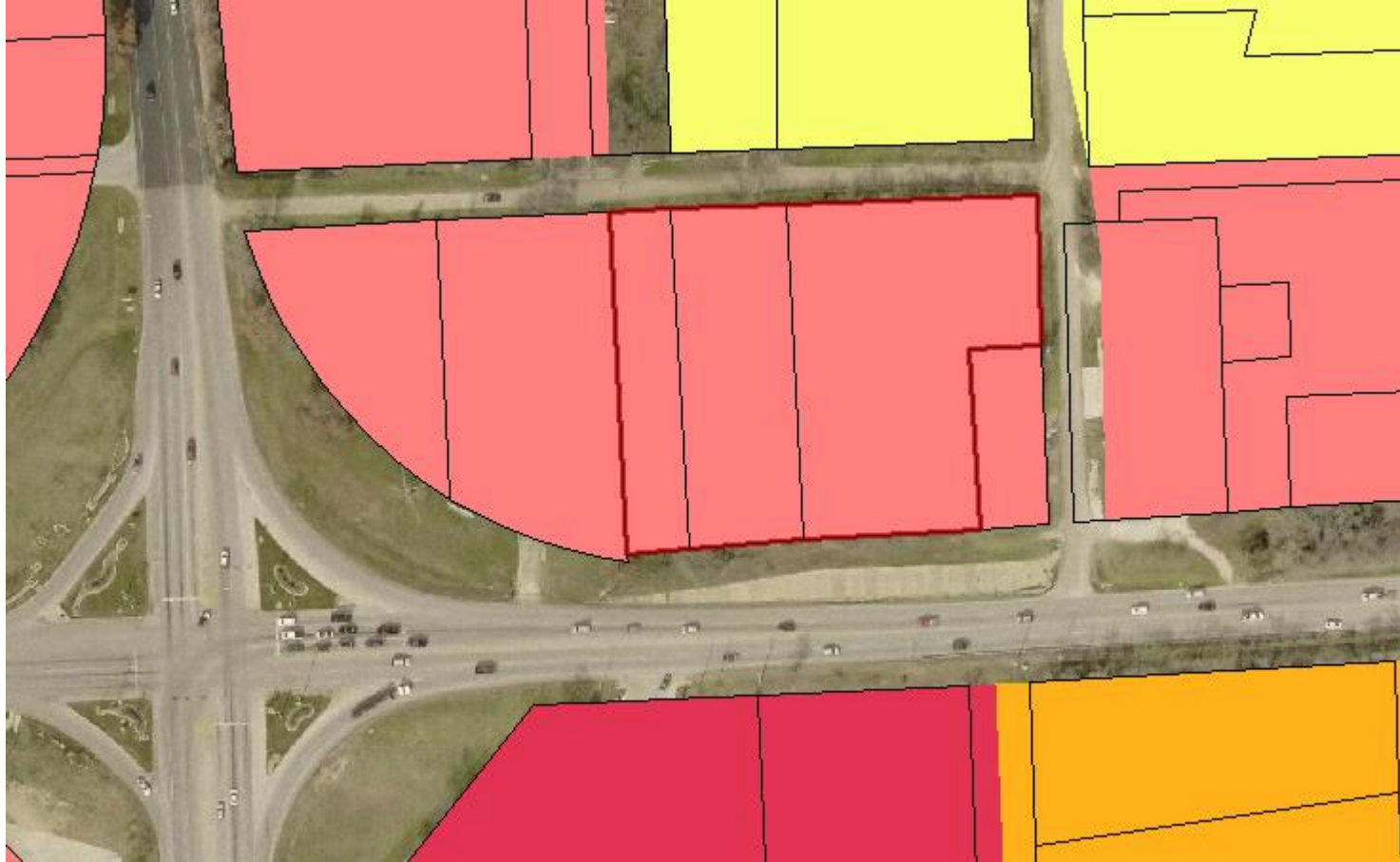


1991 Zoning



Future Land Use

- Neighborhood Commercial



Section 10 – Changes and Amendments to All Zoning Ordinances and Districts

Changes shall only be made:

A. To correct any error in the regulations or map.

The existing zoning district was adopted through the appropriate process. The current owner wishes to develop these lots as a commercial use, which requires a zoning amendment to rezone the entire development area to the same zoning district.

B. To recognize changed or changing conditions or circumstances in a particular locality.

The applicant plans to plat five existing tracts into one, which would result in a split zoned tract. This rezoning request will move the area into one district.

C. To recognize changes in technology, the style of living, or manner of conducting business.

This does not apply. The request follows the existing development pattern in the area.

D. To change the property to uses in accordance with the approved Comprehensive Plan.

The requested zoning change to CMU is consistent with the Future Land Use designation of Neighborhood Commercial shown in the Comprehensive Plan



Development Process

- Establish appropriate zoning: The CMU district allows for fuel sales (as do C-1 and C-2). **Public Review Process**
- Subdivision Process: The five tracts will have go through the subdivision process to create one lot. Through the platting process, any street and utility improvements will be reviewed. **Public Review Process**
- Site Development Plan: Establishes the plan for private onsite improvements. The development standards are specified in the Zoning Ordinance that dictates setbacks, height limits, building materials, landscaping, lighting, parking ratios and screening. **Administrative Review Process**



Traffic Impact Analysis

- Required for developments that create more than 2,000 Average Daily Trips.
- Will be submitted with the Preliminary Plat.
- Texas Department of Transportation (TxDOT)
 - Driveways onto Chestnut Street and SH 95 are approved by TxDOT. The developer will submit a TIA to TxDOT to determine if any driveways will be permitted.
 - Discussions with the local office have indicated that the most access that will likely be allowed will be a right-in, right-out driveway on Chestnut Street.





Staff Recommendation

- Hold Public Hearing
- Staff recommends the amendment of the zoning district to CMU, Commercial Mixed Use and extend the FBC area.
 - Moving to CMU is a downzone (less land uses are allowed by right) from the C-2 district that is already in place and is consistent with the existing CMU zoning on the two parcels within the block.
 - Bringing all 4.22 acres into the CMU district allows the developer to use the standards of the district to arrange the site in a fashion that is conducive to a retail sales and service use.



Planning & Zoning Commission Recommendation

- P&Z recommended approval of the rezoning request by a vote of 6-0 at the July 26, 2018 meeting.



Questions?





STAFF REPORT

MEETING DATE: August 28, 2018

AGENDA ITEM: 8D

TITLE:

Consider action to approve the second reading of Ordinance No. 2018-15 of the City Council of the City of Bastrop, Texas, granting a Conditional Use Permit for a religious institution use for Bastrop Bible Church, on 0.145 acres of Building Block 5 east of Water Street, located at 606 Pecan Street, within the city limits of Bastrop, Texas; as shown in Exhibit A; setting out conditions; including a severability clause; and establishing an effective date.

STAFF REPRESENTATIVE:

Jennifer C. Bills, AICP, LEED AP, Assistant Planning Director

ITEM DETAILS:

Site Address: 606 Pecan Street (Exhibit A)
Total Acreage: 0.145 acres
Legal Description: 0.145 acres of Building Block 5 East of Water Street

Property Owner: Bastrop Bible Church
Applicant Contact(s): John W. Sullivan and Mike Roh

Existing Use: Church programming
Existing Zoning: N, Neighborhood Bastrop Form-Based Code (Attachment 3)
Future Land Use: Downtown Bastrop

BACKGROUND/HISTORY:

Bastrop Bible Church was previously operating educational programming out of a converted house on this site. The house is scheduled to move off the property and be replaced with a new, permanent structure that provides better use of space. The new structure will provide classroom and common space for the Church's educational and enrichment programming.

POLICY EXPLANATION:

The purpose of conditional uses is to allow certain uses in districts that under some circumstances would not be compatible with other permitted uses but may be compatible if certain conditions and development restrictions are met. A Conditional Use Permit (CUP) is adopted by Ordinance, similar to a standard zoning request, with public hearings at Planning & Zoning Commission and City Council meetings, as well as two ordinance readings at separate City Council meetings.

Section 5.2 of the Form-Based Code states that the Planning and Zoning Commission may consider the following criteria when approving a CUP:

- i. *The use is harmonious and compatible with surrounding existing uses or proposed uses;*

This lot is north of the Bastrop Bible Church, south of a bed and breakfast operating in a historically designated home, east of single family residential, and across the street from

Bastrop First Assemblies of God. In the surrounding area, there is a mix of Live/Work, Neighborhood, and Neighborhood Tourism zoning districts. The Future Land Use Plan calls for Downtown Bastrop. Within the neighborhood, the structures represent various building styles and materials, but are mostly brick or wooden structures with porches or stoops facing the street. The proposed building is a wooden structure with a porch and door facing the church parking lot, which is the side of the building (Attachment 1).

- ii. *The activities requested by the applicant are normally associated with the permitted uses in the base district;*

The building is proposed for Church programming, which is a related use to the Church, and generally compatible with the neighborhood uses. The purpose of the CUP is to ensure that the structure is compatible within the area.

- iii. *The nature of the use is reasonable;*

The requested use will remain the same as was in the previous building located on this site, and the new building is intended to match the character of the neighborhood.

- iv. *Any negative impact on the surrounding area has been mitigated;*

Staff is recommending a series of conditions, that once met, will mitigate negative impacts on the surrounding area. These conditions will ensure that the current structure is an improvement in appearance and compatibility within the neighborhood, greater than the previous structure provided.

- v. *Any additional conditions specified [to] ensure that the intent of the district purposes are being upheld.*

Staff suggests the following conditions for approval of the CUP:

- The porch must wrap around to the street-front side of the building.
- A door must be added to the street-front side of the building.

PUBLIC COMMENTS:

Property owner notifications were mailed to 12 adjacent property owners on July 9, 2018. At the time of this report, two responses had been received in favor of the request (Attachment 2).

PLANNING & ZONING RECOMMENDATION:

The Planning & Zoning Commission recommended by a vote of 6-0 to approve the Conditional Use Permit for the religious institution use with the following conditions.

1. Construction shall be in conformance with the City of Bastrop regulations.
2. All necessary permits for the proposed development shall be acquired prior to occupying the building.
3. A Building Permit shall be applied for and secured within one year from the date the Conditional Use Permit is granted (second reading of the ordinance).
4. The porch must wrap around to the street-front side of the building.
5. A door must be added to the street-front side of the building.

RECOMMENDATION:

Consider action to approve the second reading of Ordinance No. 2018-15 of the City Council of the City of Bastrop, Texas, granting a Conditional Use Permit for a religious institution use for Bastrop Bible Church, on 0.145 acres of Building Block 5 east of Water Street, located at 606 Pecan Street, within the city limits of Bastrop, Texas; as shown in Exhibit A; setting out conditions; including a severability clause; and establishing an effective date.

ATTACHMENTS:

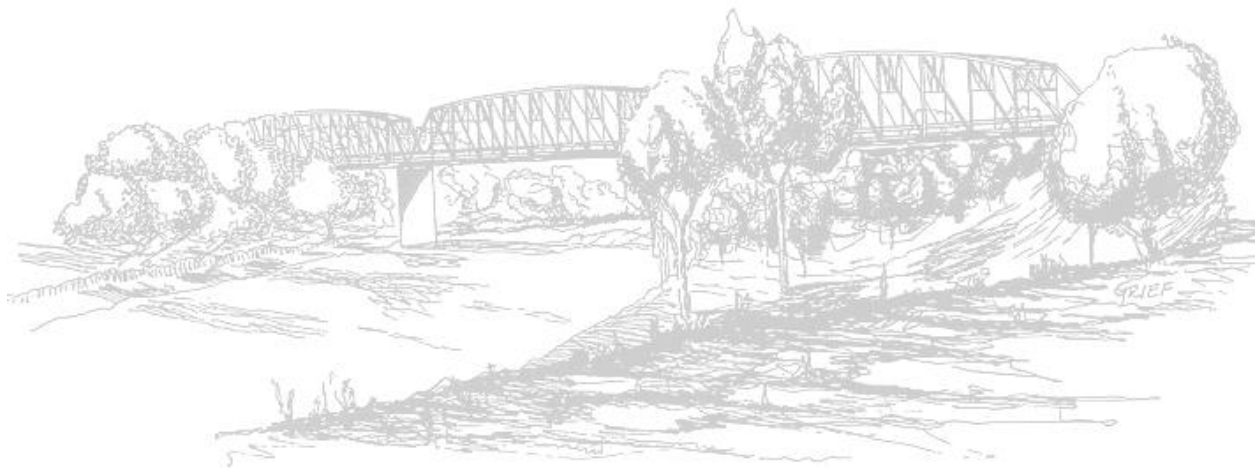
Ordinance

Exhibit A: Location Map

Attachment 1: Conceptual Site Plan

Attachment 2: Property Owner's Notification

Attachment 3: Zoning Map



ORDINANCE 2018-15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS GRANTING A CONDITIONAL USE PERMIT FOR A RELIGIOUS INSTITUTION USE FOR BASTROP BIBLE CHURCH ON 0.145 ACRES OF BUILDING BLOCK 5 EAST OF WATER STREET, LOCATED AT 606 PECAN STREET, WITHIN THE CITY LIMITS OF BASTROP, TEXAS; AS SHOWN IN EXHIBIT A; SETTING OUT CONDITIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Bastrop Bible Church (the “Applicant”) submitted a request for a Conditional Use Permit (CUP) for a religious use on 0.145 acres of Building Block 5 East of Water Street, located at 606 Pecan Street, within the City limits of Bastrop, Texas, hereinafter referred to as “the Property”; and

WHEREAS, a location map is attached hereto as Exhibit “A” (the “Property”); and

WHEREAS, the Property is currently zoned as Form-base Code N, Neighborhood Character Zone; and

WHEREAS, pursuant to Section 10.4 of the City’s Zoning Ordinance, notice of the CUP was given to all property owners located within two hundred (200) feet of the Property, and the Planning and Zoning Commission of the City of Bastrop held a public hearing on the CUP request on July 26, 2018; and

WHEREAS, after notice and hearing, the Planning and Zoning Commission, by a unanimous vote, recommended approval of the proposed request, subject to certain conditions set forth herein; and

WHEREAS, after consideration of public input received at the hearing, the information provided by the Applicant, and all other information presented, City Council finds by a majority vote of all members that it is in the public interest to approve the CUP.

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

Section 1: A Conditional Use Permit for a religious institution use, situated on 0.145 acres of Building Block 5 East of Water Street, located at 606 Pecan Street, within the city limits of Bastrop, Texas as more particularly shown on Exhibit “A”, shall be and is hereby approved with the following conditions to:

- a. Construction shall be in conformance with the City of Bastrop regulations.
- b. All necessary permits for the proposed development shall be acquired prior

to occupying the building.

- c. A Building Permit shall be applied for and secured within one year from the date the Conditional Use Permit is granted (second reading of the ordinance).
- d. The porch must wrap around to the street-front side of the building.
- e. A door must be added to the street-front side of the building.

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 ACKNOWLEDGED on First Reading on the 14th day of August 2018.

READ and APPROVED on the Second Reading on the 28th day of August 2018.

APPROVED:

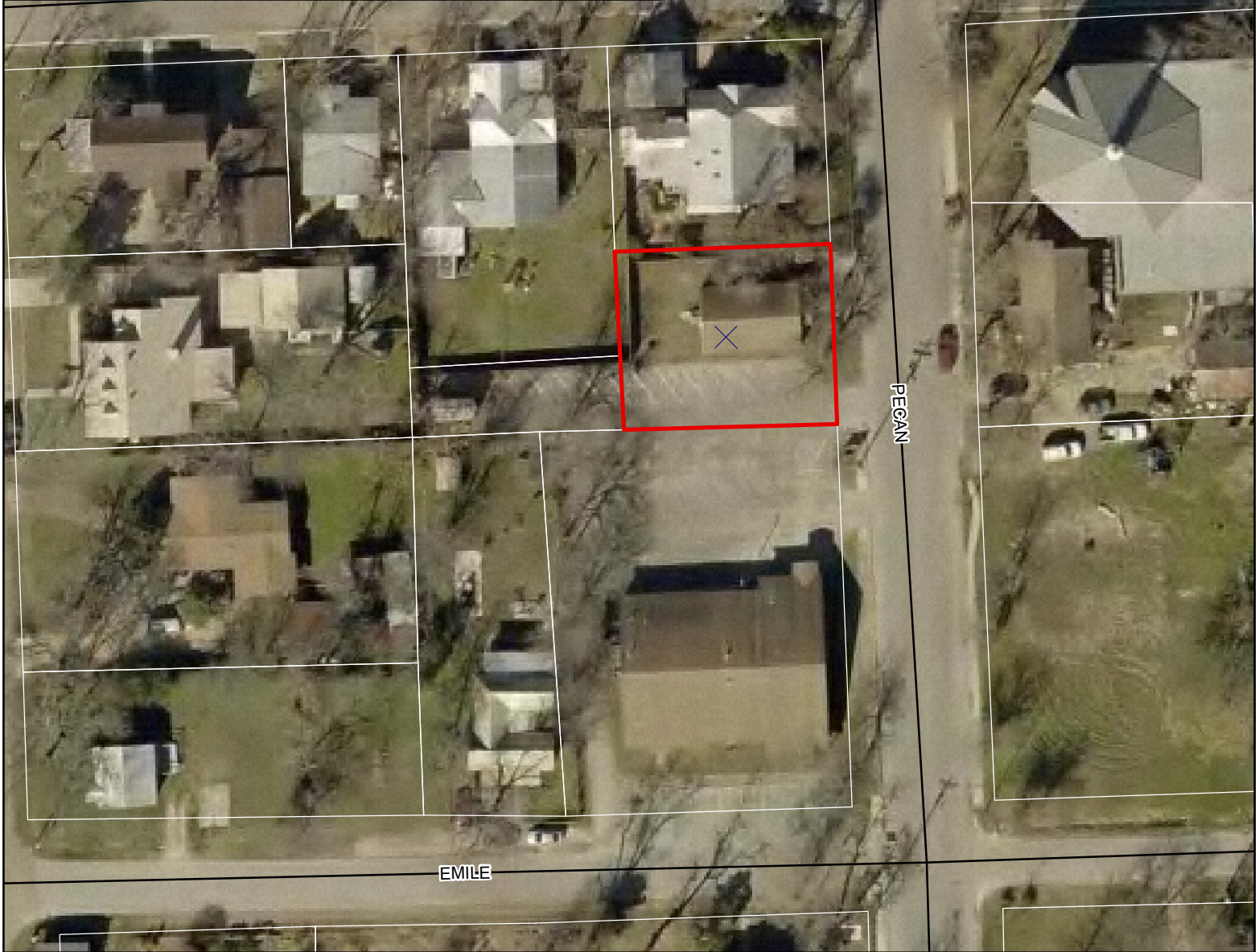
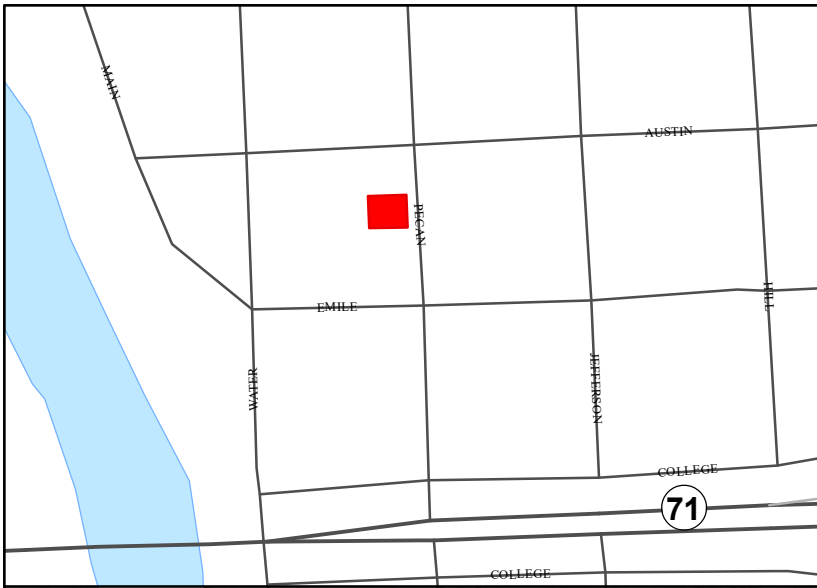
Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



0 15 30 60 Feet

Exhibit A Location Map Conditional Use Permit Bastrop Bible Church Educational Building



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 liability or responsibility for the accuracy, completeness or usefulness of any such information, nor does it represent that its use would not infringe upon privately owned rights.

Date: 6/12/2018

EMILE STREET

DRIVE WAY

BARN

10 SPACES

EXISTING CHURCH

7 SPACES

4 PWR POLE
GAS MTR

HC

HC

16 SPACES

THE BBC -
FRONT PORCH
28' x 60' -
WITH 8 COVERED PORCH

11 SPACES

RAMP

GARDEN

COVERED PORCH

COMMON SPACE

CLASSROOM

KITCHEN

REST ROOM

REST ROOM

STORAGE

CLASSROOM

CLASSROOM

WTR MTR

CO.

BBC SIGN

4 PWR POLE

PECAN STREET

ORG

DRAWN BY HLE PROJECT NO. 888
DATE 5-22-13

BASTROP BIBLE CHURCH
602 PECAN
BASTROP, TX

SHEET NO.

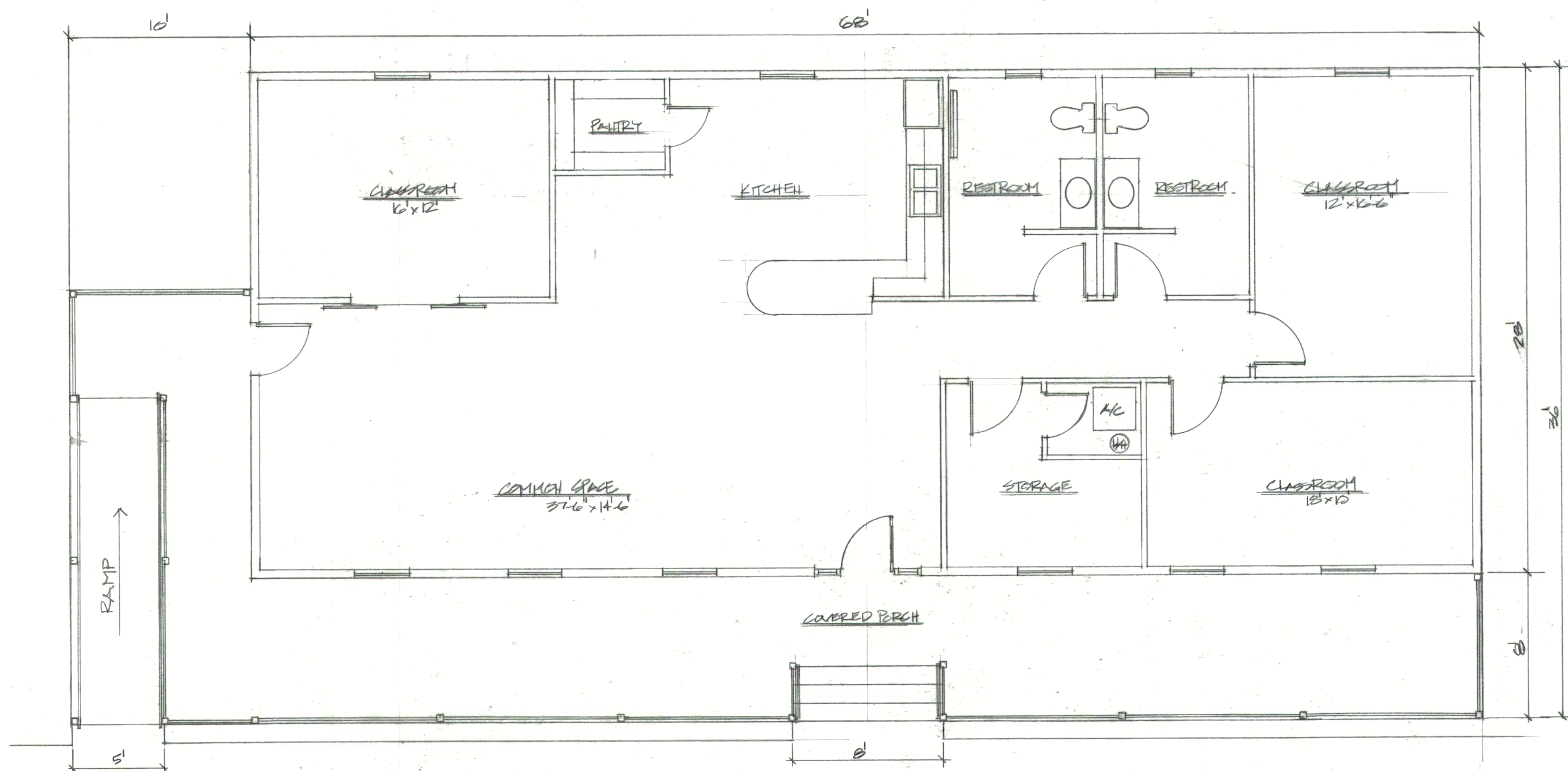
1

1 OF 3



BBC FRONT PORCH-ELEVATION

SCALE 1/4"=1'-0"



BBC FRONT PORCH-FLOOR PLAN

SCALE 1/4"=1'-0"

OPG

DRAWN BY MLR PROJECT NO. REVISED
5-22-13 BBC
DATE

BASTROP BIBLE CHURCH

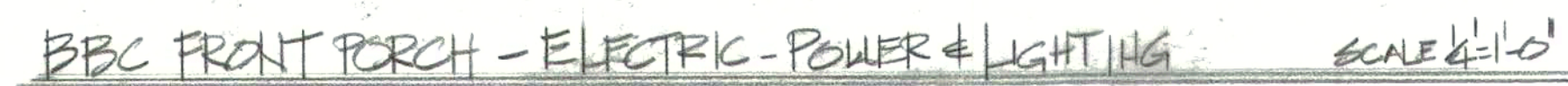
BASTROP, TX

COOPER

SHEET NO.

2

2 OF 3



**Notice of Pending Conditional Use Permit Approval
City of Bastrop
Planning & Zoning Commission
And City Council**



Dear Property Owner:

The **Planning and Zoning Commission** will conduct a public hearing on **Thursday, July 26, 2018 at 6:00 p.m.** and the **City Council** will conduct a public hearing (first reading) **Tuesday, August 14, 2018 at 6:30 p.m.** in the **City Hall Council Chambers** located at **1311 Chestnut Street, Bastrop, Texas** on the request to approve the ordinance for a Conditional Use Permit to allow an additional structure for Bastrop Bible Church on Building Block 5, East of Water Street (0.145 acres) at 606 Pecan Street, an area zoned N, Neighborhood in the Downtown Bastrop Form-Based Code, within the city limits of Bastrop.

Applicant/Owner: Bastrop Bible Church

Address: 606 Pecan Street

Legal Description: Building Block 5 East of Water Street (0.145 acres)

The site location map and a letter from the property owner is attached for reference.

As a property owner within 200 feet of the above referenced property, you are being notified of the upcoming meetings per the Bastrop Code of Ordinances CUP Regulations. For more information on this project, you can contact the Planning & Development offices at (512) 332-8840, plan@cityofbastrop.org, or visit the office at 1311 Chestnut Street, Bastrop, Texas.

For additional information, please visit or call the Planning & Development offices.

X

PROPERTY OWNER'S RESPONSE

As a property owner within 200': (please check one)

- ☒ I am in favor of the request.
☐ I am opposed to the request.
☐ I have no objection to the request.

Property Owner Name: First Assembly of God
 Property Address: 609 Pecan St
 Phone (optional): 512-303-5442
 Mailing Address: P.O. Box 346
 Email (optional): _____
 Property Owner's Signature: William R. Ruston

Comments: (Optional)

RECEIVED

JUL 16 2018

By [Signature]

Please provide reply to the address below, via fax (512) 332-8829, or email: plan@cityofbastrop.org

PLANNING & DEVELOPMENT

PROPERTY OWNER'S RESPONSE

As a property owner within 200': (please check one)

- ☒ I am in favor of the request.
☐ I am opposed to the request.
☐ I have no objection to the request.

Property Owner Name: Hannibal & Sumai Lokumb

Property Address: 508 Cedar St

Phone (optional): _____

Mailing Address: _____

Email (optional): _____

Property Owner's Signature: Hannibal Lokumb

Comments: (Optional)

RECEIVED

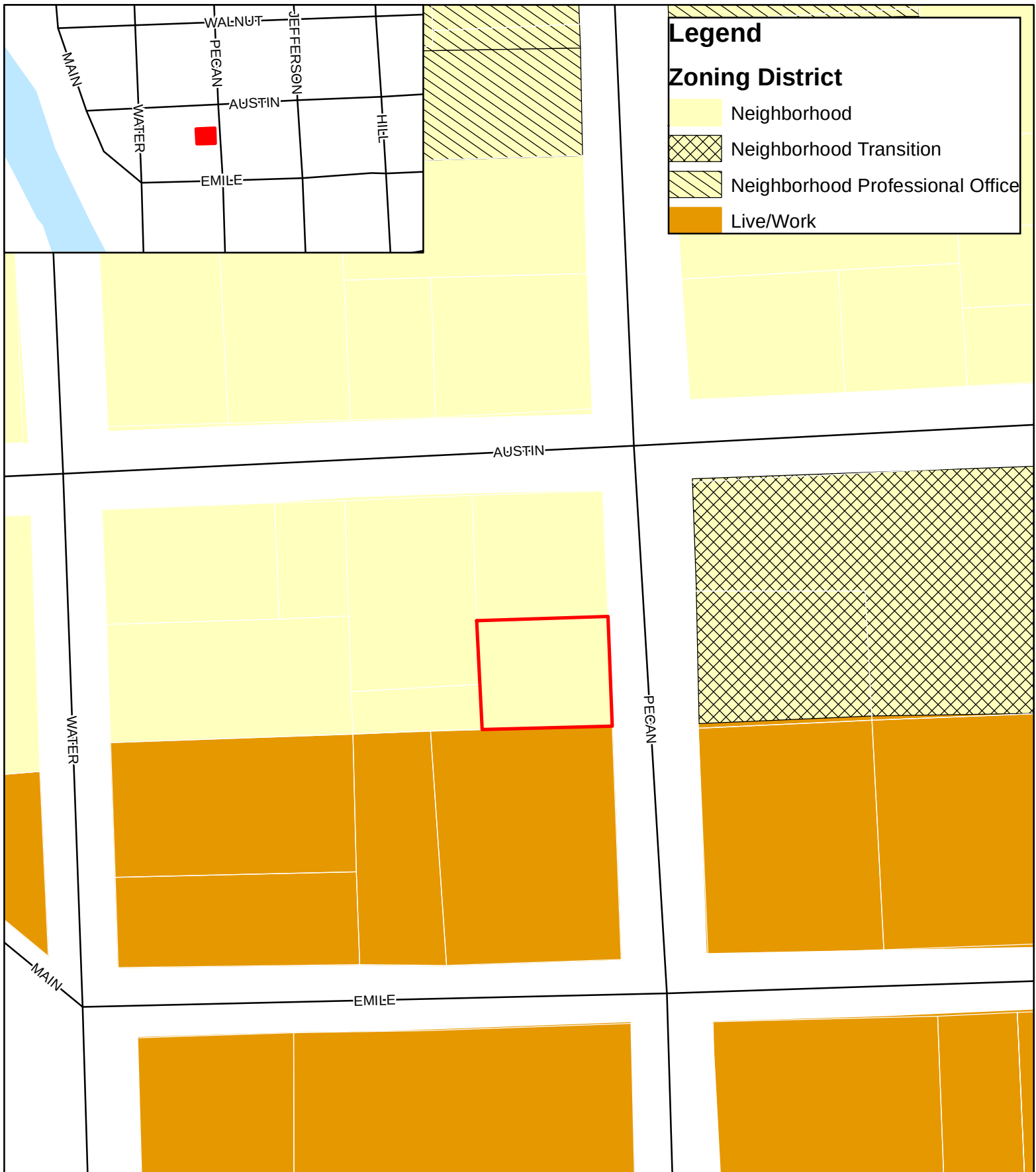
JUL 19 2018

By

Please provide reply to the address below, via fax (512) 332-8829, or email:
plan@cityofbastrop.org

PLANNING & DEVELOPMENT

1311 Chestnut Street • PO Box 427 • Bastrop, Texas 78602 • 512.332.8840 • www.cityofbastrop.org



1 inch = 86.24 feet

Zoning Map
Conditional Use Permit
606 Pecan Street
Bastrop Bible Church



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 liability or responsibility for the accuracy, completeness or usefulness of any such information, nor does it represent that its use would not infringe upon privately owned rights.

Date: 7/20/2018



STAFF REPORT

MEETING DATE: August 28, 2018

AGENDA ITEM: 8E

TITLE:

Consider action to approve the second reading of Ordinance No. 2018-16 of the City Council of the City of Bastrop, Texas, rezoning 0.70 acres of lot 67, within the Bastrop Town Tract Abstract 11, from Form-Based Code Character Zone CMU, Commercial Mixed Use, to MF-1, Multifamily 1, 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.

STAFF REPRESENTATIVE:

Jennifer C. Bills, AICP, LEED AP, Assistant Planning Director

ITEM DETAILS:

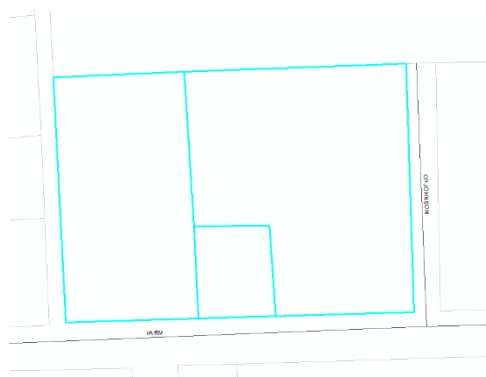
Site Address: 1706 Farm St (Exhibit A)
Total Acreage: 1.10 acres
Legal Description: 1.10 acres out of Farm Lot 67 East of Main St

Property Owners: Ronald and Carole Reynolds
Agent Contact: NA

Existing Use: Vacant
Existing Zoning: CMU, Commercial Mixed Use in the Downtown Bastrop Form-Based Code
Requested Zoning: 0.70 acres to MF-1, Multifamily 1
Future Land Use: Rural Residential

BACKGROUND/HISTORY:

The property owner has three lots that are in the process to be platted into a new configuration. To keep the zoning boundaries consistent with the new lot lines, the property owners are requesting to rezone a 0.70 acre portion of the 1.10 acre lot from its existing zoning designation of CMU, Commercial Mixed Use in the Downtown Bastrop Form-Based Code to MF-1, Multifamily 1. (Attachment 1) The applicant's request letter is attached as Attachment 2.



Existing Lot Configuration



Proposed Lot Configuration



Without the rezoning, one lot in the new subdivision configuration would be partially within and partially outside of the form-based code area. The MF-1 zoning requested is consistent with the existing zoning on the rest of the lot.

PUBLIC COMMENTS:

Property owner notifications were sent to 6 adjacent property owners on July 9, 2018. At the time of this report, two responses had been received, one against, and one with no objection. (Attachment 3)

POLICY EXPLANATION:

Staff recommends the amendment of the zoning district to MF-1. The zoning designation keeps the delineation of the form-based code area along a lot line and remedies the issue of a split-zoned lot. The lot currently zoned CMU is getting smaller but is still large enough to conform to the CMU zoning requirements. The portion of the lot that is moving from the CMU zoned lot to the MF-1 zoned lot is requested to match the MF-1 zoning.

The authority to establish zoning districts and a process for amending boundaries is outlined in the Texas Local Government Code Section 211. City zoning districts govern the use and development of land, buildings, and structures as a measure necessary to the orderly development of the community.

Texas Local Government Code

Sec. 211.006. PROCEDURES GOVERNING ADOPTION OF ZONING REGULATIONS AND DISTRICT BOUNDARIES. (a) The governing body of a municipality wishing to exercise the authority relating to zoning regulations and zoning district boundaries shall establish procedures for adopting and enforcing the regulations and boundaries. A regulation or boundary is not effective until after a public hearing on the matter at which parties in interest and citizens have an opportunity to be heard. Before the 15th day before the date of the hearing, notice of the time and place of the hearing must be published in an official newspaper or a newspaper of general circulation in the municipality.

Notice was published in the Bastrop Advertiser on July 12, 2018 and notice was sent to property owners within 200 feet of the property boundary.

(b) In addition to the notice required by Subsection (a), a general-law municipality that does not have a zoning commission shall give notice of a proposed change in a zoning classification to each property owner who would be entitled to notice under Section 211.007(c) if the municipality had a zoning commission. That notice must be given in the same manner as required for notice to property owners under Section 211.007(c). The governing body may not adopt the proposed change until after the 30th day after the date the notice required by this subsection is given.

N/A. Bastrop is not a general-law municipality.

(c) If the governing body of a home-rule municipality conducts a hearing under Subsection (a), the governing body may, by a two-thirds vote, prescribe the type of notice to be given of the time and place of the public hearing. Notice requirements prescribed under this subsection are in addition to the publication of notice required by Subsection (a).

The notice process was adopted in the Bastrop Code of Ordinances.

(d) If a proposed change to a regulation or boundary is protested in accordance with this subsection, the proposed change must receive, in order to take effect, the affirmative vote of at least three-fourths of all members of the governing body. The protest must be written and signed by the owners of at least 20 percent of either:

- (1) the area of the lots or land covered by the proposed change; or
- (2) the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area.

(e) In computing the percentage of land area under Subsection (d), the area of streets and alleys shall be included.

At the time of this report, no protest has been received.

(f) The governing body by ordinance may provide that the affirmative vote of at least three-fourths of all its members is required to overrule a recommendation of the municipality's zoning commission that a proposed change to a regulation or boundary be denied.

If the Planning & Zoning Commission recommends denial of the zoning request, the City Council must have a minimum vote of 4 out of 5 members to approve the zoning request.

City of Bastrop Code of Ordinances

Section 10 – Changes and Amendments to All Zoning Ordinances and Districts contains the process for amending the zoning map. Changes shall only be made:

- A. To correct any error in the regulations or map.

The existing zoning district was adopted through the appropriate process. The current owner wishes to reconfigure their subdivision into a manner that supports development, which requires a zoning amendment to rezone the entire development area to the same zoning district.

- B. To recognize changed or changing conditions or circumstances in a particular locality.

The applicant plans to reconfigure three lots, which would result in a split zoned tract. This rezoning request will move each lot into one district.

- C. To recognize changes in technology, the style of living, or manner of conducting business.

This does not apply. The request follows the existing development pattern in the area.

- D. To change the property to uses in accordance with the approved Comprehensive Plan.

The requested zoning change to MF-1 moves the property closer toward the Future Land Use designation of Rural Residential shown in the Comprehensive Plan (Attachment 4).



PLANNING & ZONING RECOMMENDATION:

The Planning & Zoning Commission recommended by a vote of 6-0 to approve the rezoning request.

RECOMMENDATION:

Consider action to approve the second reading of Ordinance No. 2018-16 of the City Council of the City of Bastrop, Texas, rezoning 0.70 acres of lot 67, within the Bastrop Town Tract Abstract 11, from Form-Based Code Character Zone CMU, Commercial Mixed Use, to MF-1, Multifamily 1, 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.

ATTACHMENTS:

Ordinance

Exhibit A: Location Map

Attachment 1: Zoning Map

Attachment 2: Applicant Request Letter

Attachment 3: Property Owner's Notification

Attachment 4: Future Land Use Map



ORDINANCE 2018-16

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, REZONING 0.70 ACRES OF LOT 67, WITHIN THE BASTROP TOWN TRACT ABSTRACT 11 FROM FORM-BASED CODE CHARACTER ZONE CMU, COMMERCIAL MIXED USE, TO MF-1, MULTIFAMILY 1, 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.

WHEREAS, Bo and Carole Reynolds (hereinafter referred to as "Applicant") submitted a request to rezone 0.70 acres of Lot 67, within the Bastrop Town Tract Abstract 11, within the City limits of Bastrop, Texas, hereinafter referred to as "the Property"; and

WHEREAS, a location map is attached hereto as Exhibit "A" (the "Property"); and

WHEREAS, the Property is currently zoned as Form-based Code CMU – Commercial Mixed Use; and

WHEREAS, pursuant to Section 10.4 of the City's Zoning Ordinance, notice of the rezoning was given to all property owners located within two hundred (200) feet of the Property, and the Planning and Zoning Commission of the City of Bastrop held a public hearing on the rezoning request on July 26, 2018; and

WHEREAS, after notice and hearing, the Planning and Zoning Commission has recommended approval of the proposed request by a vote of 6-0; and

WHEREAS, the City Council of the City of Bastrop held a public hearing on August 14, 2018 to consider the Applicant's request; and

WHEREAS, after consideration of public input received at the hearing, the information provided by the Applicant, and all other information presented, City Council finds that it is in the public interest to approve the rezoning.

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

Section 1: The Property, situated on 0.70 acres of Lot 67, within the Bastrop Town Tract Abstract 11 located at 1706 Farm Street, within the city limits of Bastrop, Texas as more particularly shown and described on attachments Exhibit "A", shall be rezoned to district MF-1, Multifamily 1.

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 ACKNOWLEDGED on First Reading on the 14th day of August 2018.

READ and APPROVED on the Second Reading on the 28th day of August 2018.

APPROVED:

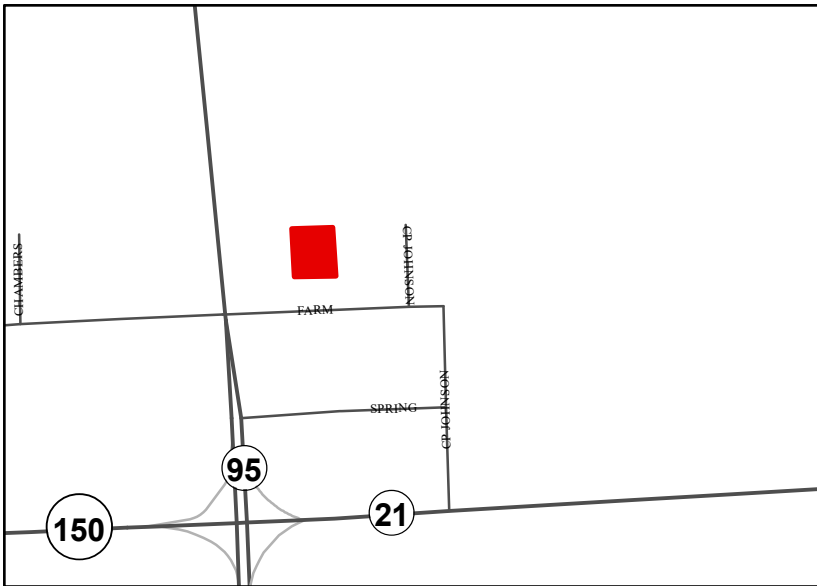
Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



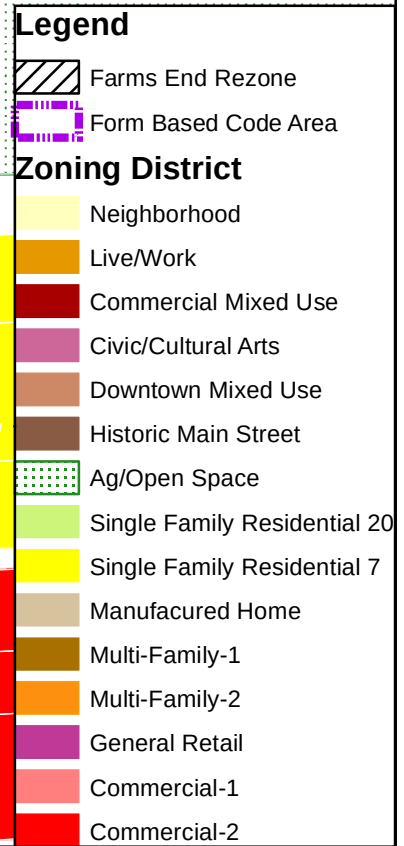
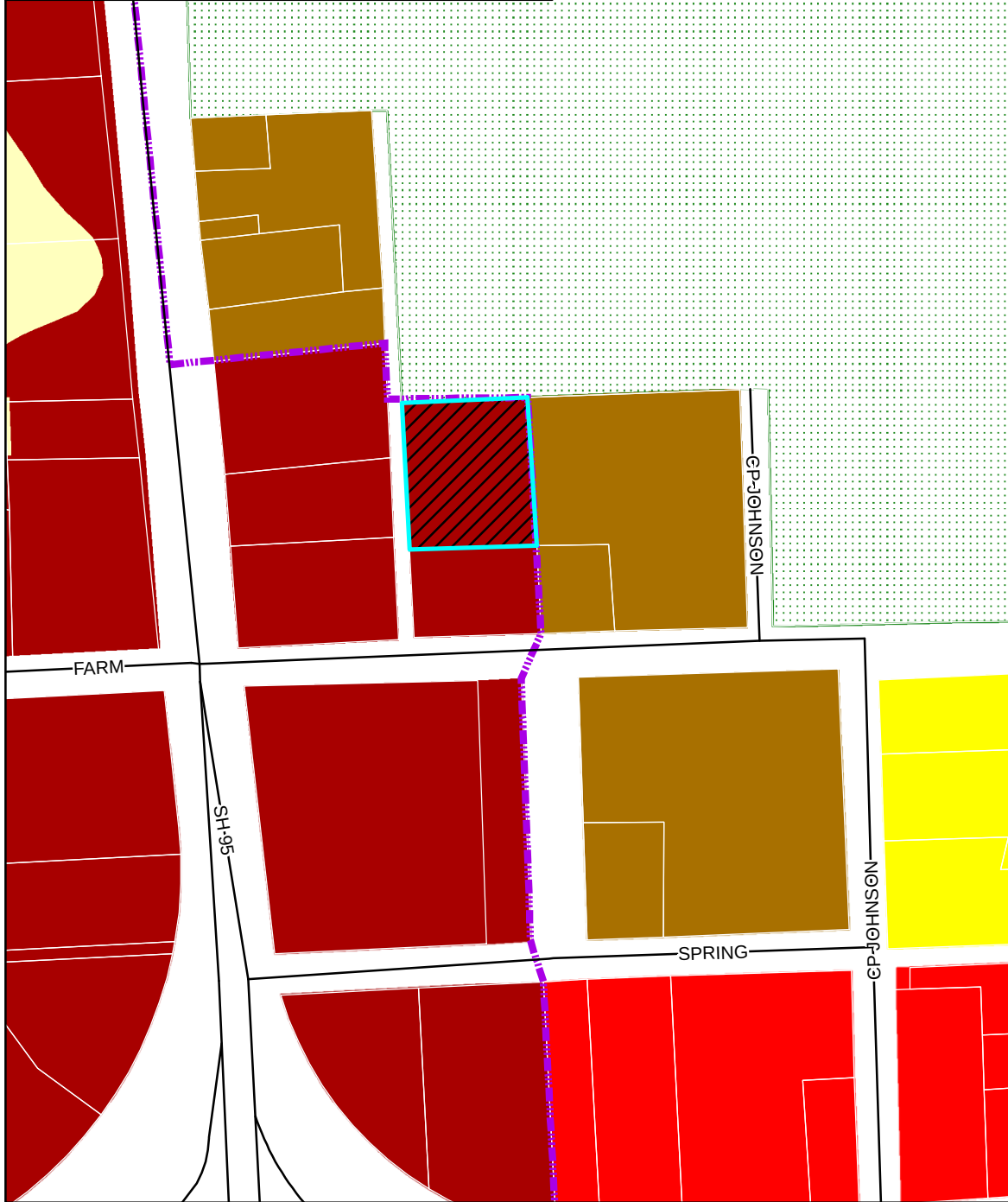
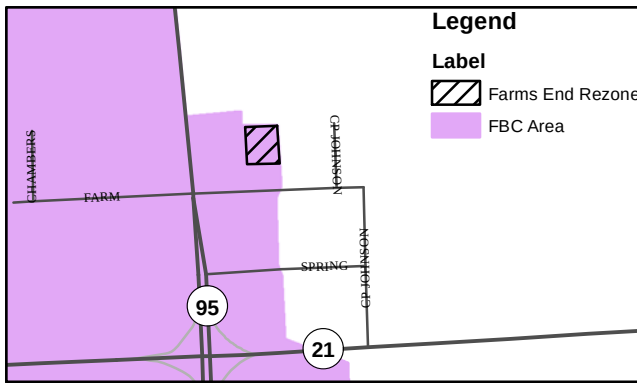
0 40 80 160 Feet

Attachment 1 Location Map Rezone Request Farms End Estates



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 liability or responsibility for the accuracy, completeness or usefulness of any such information, nor does it represent that its use would not infringe upon privately owned rights.

Date: 7/20/2018



Attachment 1 Zoning Map Rezoning Request CMU, Commercial Mixed Use to MF-1, Multi-Family 1

1 inch = 210.26 feet

Date: 7/20/2018



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Ronald "Bo" & Carole Reynolds

1712 Farm St.

Bastrop, TX 78602

Zoning Change as a condition of a Minor Plat Application

To Whom It May Concern,

We are requesting a change in zoning to the back 0.70 acres of what is currently 1706 Farm Street as a condition of the approval of the Farms' End Estates Plat. We would like to change the property line between our homestead (1712 Farm street) and 1706 Farm Street from the current line to a line parallel to Farm Street extending from the northern boundary of 1708 Farm Street to the alleyway along the western boundary. This would make the back 0.70 acres in question part of our homestead rather than 1706 Farm street and would require this section of lot to be zoned Multifamily MF-1 (the same zoning as 1712 Farm Street) instead of Commercial Mixed Use CMU (the zoning of 1706 Farm Street). The 1706 lot would then become 110' deep and approx. 160' wide which would be enough to accommodate our intended future use. We would like to build a duplex in the near future so that our family members could live near us. This is within the approved uses for that zoning. It is our intention to preserve the wooded section in question as a green space and buffer between our potential future development and the cemetery along the north side of the property. We believe that incorporating this 0.70 acre property into our homestead will give us the long-term control needed to ensure that use.

Thank you,

 Carol Reynolds

Ronald "Bo" & Carole Reynolds

Applicants and Owners of 1706 & 1712 Farm Street

Bastrop, TX 78602

RECEIVED

JUN 25 2018

By 

PROPERTY OWNER'S RESPONSE

As a property owner within 200': (please check one)

- ☐ I am in favor of the request.
☒ I am opposed to the request.
☐ I have no objection to the request.

Property Owner Name: BERRY, Howard + CLADIE JOHNSON
Property Address: 1712 SPRING ST - BASTROP, TX
Phone (optional): _____
Mailing Address: SAME AS ABOVE
Email (optional): _____
Property Owner's Signature: _____

Comments: (Optional)

Please provide reply to the address below, via fax (512) 332-8829, or email:
plan@cityofbastrop.org

RECEIVED

JUL 19 2018

[Handwritten signature]

PLANNING & DEVELOPMENT

1311 Chestnut Street • PO Box 427 • Bastrop, Texas 78602 • 512.332.8840 • www.cityofbastrop.org

PROPERTY OWNER'S RESPONSE

As a property owner within 200': (please check one)

- ☐ I am in favor of the request.
☐ I am opposed to the request.
☒ I have no objection to the request.

Property Owner Name: Roderick Emanuel
Property Address: 1201 Hwy 95 Bastrop, TX 78602
Phone (optional): 512 332-7651
Mailing Address: 1201 Hwy 95 Bastrop, TX 78602
Email (optional): roderick.emanuel@blue.com
Property Owner's Signature: Roderick Emanuel

Comments: (Optional)

RECEIVED

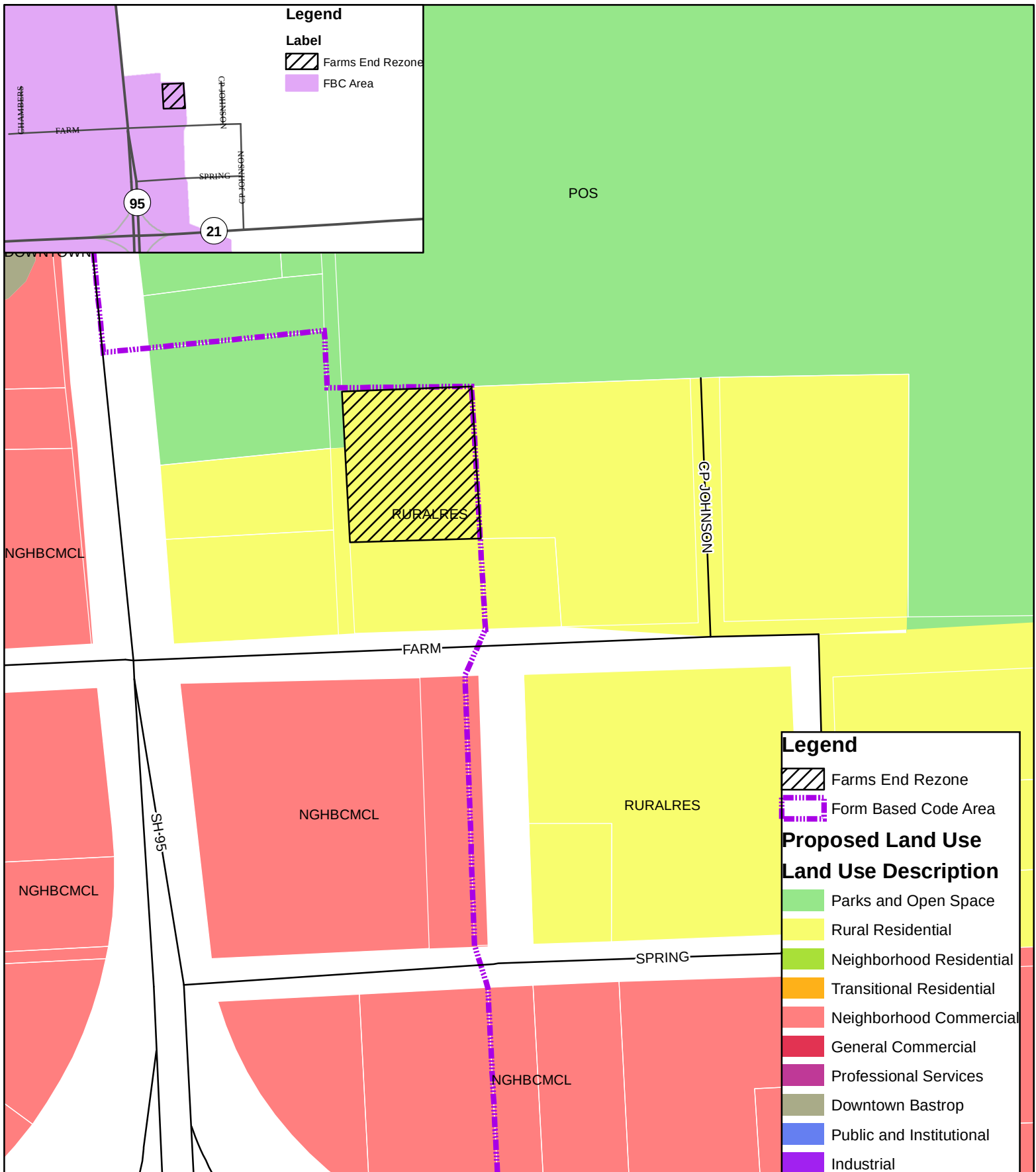
JUL 23 2018

By 

Please provide reply to the address below, via fax (512) 332-8829, or email:
plan@cityofbastrop.org

PLANNING & DEVELOPMENT

1311 Chestnut Street • PO Box 427 • Bastrop, Texas 78602 • 512.332.8840 • www.cityofbastrop.org



Attachment 4 Future Land Use Map Rezoning Request CMU, Commercial Mixed Use to MF-1, Multi-Family 1

1 inch = 156.5 feet

Date: 7/20/2018



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 liability or responsibility for the accuracy, completeness or usefulness of any such information, nor does it represent that its use would not infringe upon privately owned rights.



STAFF REPORT

MEETING DATE: August 28, 2018

AGENDA ITEM: 8F

TITLE:

Consider action to approve Resolution R-2018-69 of the City Council of the City of Bastrop, Texas, approving the Pecan Park, Section 1A Final Plat, being 13.994 acres out of the Mozea Rousseau Survey, Abstract 56, located east of the future extension of Sterling Drive, within the city limits of Bastrop, Texas, as shown in Exhibit A; repealing all conflicting resolution; and providing an effective date.

STAFF REPRESENTATIVE:

Jennifer C. Bills, AICP, LEED AP, Assistant Planning Director

ITEM DETAILS:

Site Address: East of the future extension of Sterling Drive (Attachment 1)
Total Acreage: 13.994 acres
Legal Description: 13.994 acres out of the Mozea Rousseau Survey, Abstract 56
Property Owner: Ranch Road Development, LLC/Scott Miller
Agent Contact: Carlson, Brigance, & Doering/Christine Methvin
Existing Use: Vacant/Undeveloped
Existing Zoning: Pecan Park Residential Planned Development
Planned Development: Patio Homes (PD PH)
District:
Future Land Use: Neighborhood Residential

BACKGROUND/HISTORY:

The applicant has submitted a Final Plat for the Pecan Park, Section 1A. The plat is creating 64 single-family detached lots, and two open space/drainage lots (Exhibit A). The single-family detached lots allowed under the Patio Homes district of the Planned Development and have a minimum width of 40 feet and a minimum of 4,600 square feet in size. 1,465 feet of streets will be dedicated for Driftwood Lane and Hamilton Pool Lane, which will be 50-foot wide residential ROWs. 391 feet of Sterling Drive, which will be a 60-foot wide collector will be dedicated with this section and will continue into the Pecan Park Commercial Subdivision to the north.

Traffic Impact and Streets

The Final Plat proposes to extend Sterling Drive, a collector street, northward to provide the main access for Section 1A and will be the second primary access from Pecan Park back to Agnes Street/SH71. Secondary access will be provided by a connection to the future Trailside Drive, which is within the Preliminary Plat for Section 3B, 3C, 3D and 3E. The final plat for Section 1A cannot be recorded until the Final Plat for Pecan Park Commercial, Block 8, Lot 1 is completed

and recorded. This final plat was approved by City Council on July 10th, 2018. Sidewalks will be installed along all proposed streets, and will connect to the proposed neighborhood trail system.

Utilities

Water service (domestic and fire) will be provided by the City via water line extensions from existing infrastructure located on Sterling Drive. These lines will be designed according to the City's construction standards, as well as the Texas Commission on Environmental Quality's (TCEQ) requirements.

Wastewater collection and treatment will also be provided by the City, and will require the installation of lines that will ultimately connect to an existing wastewater lift station.

There is an existing LCRA substation and electrical easement to the north of the proposed subdivision. The applicant received a subdivision variance on November 12, 2014 to eliminate the requirement for 50 foot setback from high voltage transmission lines.

Drainage

The Final Plat proposes to install an underground storm sewer system designed to drain runoff generated from the development into a system located adjacent to the future Section 2. The existing system was designed to accommodate this increase in peak flows, and ultimately connects to the Colorado River.

The proposed drainage system will be designed with a sufficient capacity to route flows from a 100-year design storm to the Colorado River. Due to the property's close proximity to the river, stormwater detention is not required.

PUBLIC COMMENTS:

Notifications to property owners within 200 feet were mailed on August 13, 2018. (Attachment 2)

POLICY EXPLANATION:

All Final Plats must be approved by City Council.

Compliance with the Emergency Ordinance No. 2018-1 and 2018-2

This project meets the requirements for an Exemptions under both Emergency Ordinances. The Preliminary Plat for Pecan Park 1A was approved on July 10, 2018, so this project is considered a Grandfathered Project as it has continues to receive approvals in accordance with Chapter 245 of the Texas Local Government Code.

Compliance with 2036 Comprehensive Plan:

- Future Land Use Plan - Neighborhood Residential: The Neighborhood Residential character area is for single-family residential subdivision development, associated amenities such as parks, trails, open spaces and public uses such as schools, fire stations, and more.

This final plat complies with the Future Land Use Plan. The plat includes 64 single-family lots that will provide single-family detached units. There are also two open space lot that provide open space and drainage areas for this plat. This section is part of the Pecan Park development, in which the total development includes multiple phases that include parks, trails, and recreation facilities.

- Objective 2.4.1: Invest in waste water system expansion in areas that promote infill and contiguous development.

This development is within the City's wastewater service area and is vacant land immediately adjacent to existing development. This subdivision connects to existing wastewater lines and continues the system in an efficient manner

- Goal 4.1.1 Provide a greater diversity of housing options in Bastrop while protecting the character of the City's existing neighborhoods.

The Pecan Park Development includes six different residential lot standards. This plat utilizes the Patio Homes district, which allows 4,600 square foot lots with reduced rear and side setbacks to allow various single-family product types and with varied 20 and 25 foot front setbacks to provide visual appeal.

Local Government Code

- Sec. 212.002. Rules.

After a public hearing on the matter, the governing body of a municipality may adopt rules governing plats and subdivisions of land within the municipality's jurisdiction to promote the health, safety, morals, or general welfare of the municipality and the safe, orderly, and healthful development of the municipality.

Bastrop adopted subdivision regulations in 1981. The Code of Ordinances, Chapter 10 – Subdivisions outlines the requirements for plats within the Bastrop city limits and Extra Territorial Jurisdiction (ETJ).

Section 212.004 Plat Required

- (a) The owner of a tract of land located within the limits or in the extraterritorial jurisdiction of a municipality who divides the tract in two or more parts to lay out a subdivision of the tract, including an addition to a municipality, to lay out suburban, building, or other lots, or to lay out streets, alleys, squares, parks, or other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts must have a plat of the subdivision prepared.

The applicant has proposed dividing up an undeveloped 13.994 acre tract into 64 single-family lots. Public improvements within the subdivision (streets, drainage, and other utilities) will be dedicated to the City upon their completion.

- Sec. 212.010. Standards for Approval

- (a) The municipal authority responsible for approving plats shall approve a plat if:
 - (1) it conforms to the general plan of the municipality and its current and future streets, alleys, parks, playgrounds, and public utility facilities;

The final plat conforms to the Future Land Use Plan, which is designated Neighborhood Residential for this area.

- (2) it conforms to the general plan for the extension of the municipality and its roads, streets, and public highways within the municipality and in its extraterritorial jurisdiction, taking into account access to and extension of sewer and water mains and the instrumentalities of public utilities;

The plat conforms to the adopted Transportation Master Plan. The extension of Sterling Drive will be dedicated with this plat. The plat also conforms with the Capital Improvement Plan and will install public extensions of the water and wastewater infrastructure.

Public Improvement Construction Plans have been reviewed and tentatively approved by city staff, pending approval of the final plat by City Council.

- (3) a bond required under Section 212.0106, if applicable, is filed with the municipality; and

Required improvements and bonds will be furnished in accordance with the Public Improvement Construction Plans before the recordation of the Final Plat.

- (4) it conforms to any rules adopted under Section 212.002.

The final plat complies with the requirements of the adopted Subdivision Ordinance.

Code of Ordinances Chapter 10 – Subdivisions

- Section 4.20 – Standard Procedure – Final Plat

4.20.1 Submission

- C. The final plat shall be filed with the Director of Planning and Development at least fifteen (15) days prior to the meeting at which approval is requested. Prior to the plat being placed before the Council for consideration, the plat must be accepted as administratively complete by the Director of Planning and Development. A plat that contains the information set forth in paragraph 4.20.2 is considered complete.

Planning and Engineering staff have reviewed the Pecan Park Section 1A Final Plat for compliance with subdivision and utility standards, have deemed the plat administratively complete and that it meets all of the Subdivision Ordinance requirements.

- D. The Director of Planning and Development will mail a notice to each property owner named as required by Section 4.10.1A hereof each and every time that a subdivision proposal is pending before the City Planning and Zoning Commission or City Council which notice shall include the date, place and time of each subdivision, consideration.

A mailed notice was sent to all property owners within 200 feet on August 13, 2018.

RECOMMENDATION:

Consider action to approve Resolution R-2018-69 of the City Council of the City of Bastrop, Texas, approving the Pecan Park, Section 1A Final Plat, being 13.994 acres out of the Mozea Rousseau Survey, Abstract 56, located east of the future extension of Sterling Drive, within the city limits of Bastrop, Texas, as shown in Exhibit A; repealing all conflicting resolution; and providing an effective date.

ATTACHMENTS:

Resolution

Exhibit A: Final Plat

Attachment 1: Location Map

Attachment 2: Surrounding Property Owner Notification



RESOLUTION NO. R-2018-69

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE PECAN PARK, SECTION 1A FINAL PLAT, BEING 13.994 ACRES OUT OF THE MOZEA ROUSSEAU SURVEY, ABSTRACT 56, LOCATED EAST OF THE FUTURE EXTENSION OF STERLING DRIVE, WITHIN THE CITY LIMITS OF BASTROP, TEXAS, AS SHOWN IN EXHIBIT A; REPEALING ALL CONFLICTING RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Texas Local Government Code Section 212 and the City of Bastrop Subdivision Ordinance, the City Council is required to take action regarding certain plats; and

WHEREAS, Ranch Road Development L.L.C. ("the Applicant") has submitted a Final Plat for Pecan Park Section 1A, a residential subdivision; and

WHEREAS, the Final Plat is consistent with the Comprehensive Plan designation of Neighborhood Residential and requirements of the Pecan Park Planned Development (Ord # 2017-14); and

WHEREAS, the Preliminary Plat for Pecan Park Section 1A was recommended for approval by the Planning & Zoning Commission on June 28, 2018, and approved by City Council on July 10, 2018; and

WHEREAS, the Bastrop Planning and Development Department has reviewed the above-referenced Final Plat and found it is in compliance with the Subdivision Ordinance, the Pecan Park Planned Development (Ord # 2017-14) standards and meets the requirements for an Exception under Emergency Ordinance No. 2018-1 and Emergency Ordinance No. 2018-2; and

WHEREAS, notice of the subdivision was sent in accordance with the Subdivision Ordinance to notify the public; and

WHEREAS, the City Council approved the Final Plat for Pecan Park, Section 1A.

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

Section 1. The Final Plat known as the Pecan Park Section 1A, being 13.994 acres of the Mozea Rousseau Survey, Abstract 56, located east of the future extension of Sterling Drive, within the city limits of Bastrop, Texas is hereby approved, a copy of same being attached hereto as Exhibit "A" and incorporated herein for all purposes.

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: This ordinance shall take effect upon passage and in accordance with the laws of the State of Texas.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 28th day of August, 2018.

APPROVED:

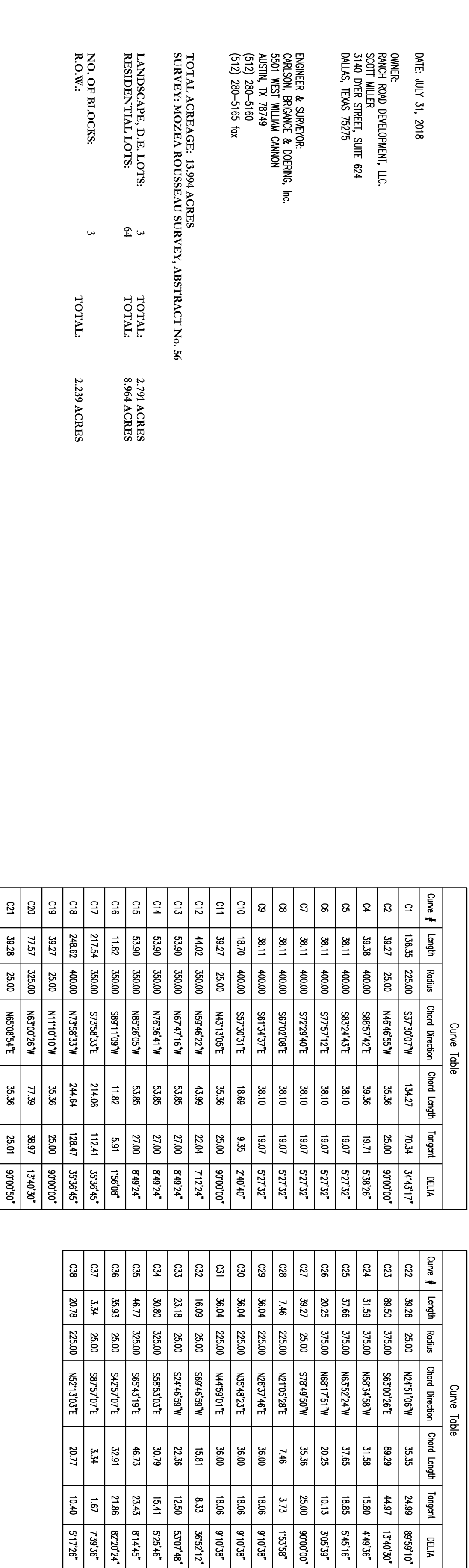
Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



Line Table		
Line #	Length	Direction
L1	78.28	S021°10'E
L2	122.66	N69°54'W
L3	107.86	N74°52.47'W
L4	48.32	N68°50.41'W
L5	36.32	S56°10'0"E
L6	115.00	S07°45'S.E
L7	85.85	N43°35.0'E
L8	48.41	S68°50.1'E

Diagram illustrating the layout of a rectangular box divided into four quadrants by a dashed line. The quadrants are labeled as follows:

- Top-left: 10' BL. (top), 5' BL. & P.U.E. (bottom)
- Top-right: 5' BL. & P.U.E. (top), 25' BL. (bottom)
- Bottom-left: 20' BL. (top), 5' BL. & P.U.E. (bottom)
- Bottom-right: 10' BL. (top), 20' BL. (bottom)

The entire box is labeled 10' P.U.E. on the left side.

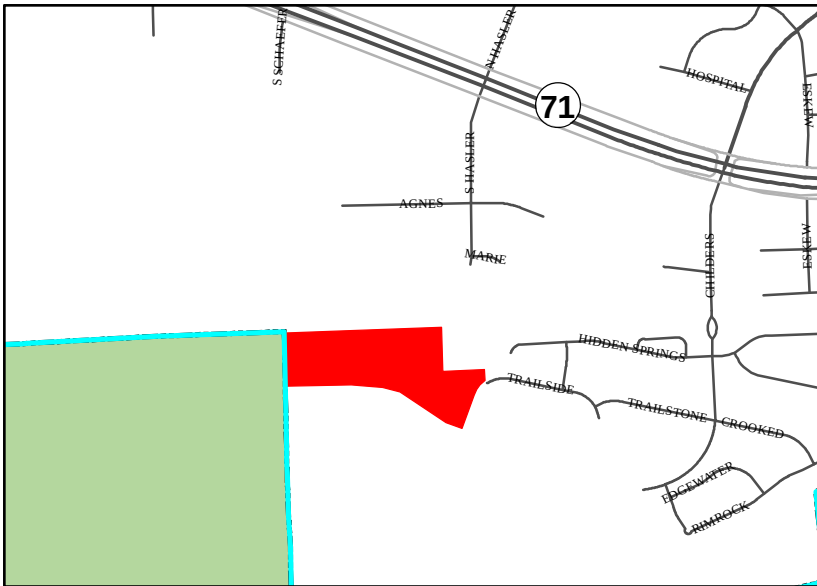


**RANCH ROAD
DEVELOPMENT**

Carlson, Brigrance & Doering, Inc.

Carlson, Brigrace & Doering, Inc.
 FIRM ID #13791 REG. # 10024900
 Civil Engineering Surveying
 5501 West William Cannon Austin, Texas 78749
 Phone No. (512) 280-5160 Fax No. (512) 280-5160

PATH-J:\4981\SURVEY\FINAL PLAT-PECAN PARK SEC. 1A.DWG



0 100 200 400 Feet

Location Map Final Plat Pecan Park Section 1A



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 liability or responsibility for the accuracy, completeness or usefulness of any such information, nor does it represent that its use would not infringe upon privately owned rights.

Date: 6/12/2018

**Notice of Pending Final Plat Approval
City of Bastrop
City Council**



Dear Property Owner:

The **City Council** will conduct a public meeting **Tuesday, August 28, 2018 at 6:30 p.m.** in the **City Hall Council Chambers located at 1311 Chestnut Street, Bastrop, Texas** to consider the approval of a final plat for Pecan Park Section 1A being 13.994 acres out of the Mozea Rousseau Survey, Abstract 56, located east of the future extension of Sterling Drive, within the city limits of Bastrop, Texas.

Applicant/Owner: Ranch Road Development LLC
Location/Address: East of the future extension of Sterling Drive
Legal Description: Mozea Rousseau Survey, Abstract No. 56, being 13.994 acres
Number of Lots: 64 residential, 4 landscape and easement lots

The site location map and a copy of the plat is attached for reference.

As a property owner within 200 feet of the above referenced property, you are being notified of the upcoming meetings per the Bastrop Code of Ordinances. For more information on this project, you can contact the Planning & Development offices at (512) 332-8840, plan@cityofbastrop.org, or visit the office at 1311 Chestnut Street, Bastrop, Texas.

For additional information, please visit or call the Planning & Development offices.

Please provide reply to the address below, via fax (512) 332-8829, or email: plan@cityofbastrop.org

[For: Final Plat Pecan Park Section 1A](#)



STAFF REPORT

MEETING DATE: August 28, 2018

AGENDA ITEM: 9A

TITLE:

Consider action to approve Resolution No. R-2018-61 of the City Council of the City of Bastrop, Texas awarding a contract to Techline Construction, LLC, to Install an Air Switch and Reconductor at the Line From Haysel to Martin Luther King, Jr Street, at a cost not to exceed Thirty-five Thousand Dollars and 00/100 Cents (\$35,000.00); 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:

Curtis Ervin, Director of Bastrop Power & Light

BACKGROUND/HISTORY:

Bastrop Power & Light is committed to constantly improving the City's electrical system to provide the most reliable service to our citizens. In the past, outages in this area affected City Hall, the Convention Center, Emile Elementary, as well as our residential customers. Installing an air switch and pole on Haysel Street, and reconductoring the line to Martin Luther King, Jr. Street, will provide us the ability to transfer some of the load to another feeder during an outage thereby reducing our customer's time without electric service.

POLICY EXPLANATION:

It is vital to maintain fiscal responsibility by constantly making system improvements.

FUNDING SOURCE:

Although this project was not budgeted in FY18, there is enough funding remaining in the System Study Improvement account to fund the improvement.

RECOMMENDATION:

Consider action to approve Resolution No. R-2018-61 of the City Council of the City of Bastrop, Texas awarding a contract to Techline Construction, LLC, to Install an Air Switch and Reconductor at the Line From Haysel to Martin Luther King, Jr Street, at a cost not to exceed Thirty-five Thousand Dollars and 00/100 Cents (\$35,000.00); 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
- Contract between Techline Construction, LLC. and the City of Bastrop

RESOLUTION NO. R-2018-61

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AWARDING A CONTRACT TO TECHLINE CONSTRUCTION, LLC. TO INSTALL AN AIR SWITCH AND RECONDUCTOR AT THE LINE FROM HAYSEL TO MARTIN LUTHER KING, JR STREET AT A COST NOT TO EXCEED THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00) ATTACHED AS 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 of Bastrop has an interest in protecting the health and safety of the citizens of Bastrop and Bastrop County; and

WHEREAS, The City of Bastrop has recognized the need to keep the electric system in good repair by optimizing the performance of the system through careful maintenance and thoughtful capital improvements; and

WHEREAS, the City Council finds that a very significant public interest is served by the installation of an Air Switch and reconductoring the line between Haysel and Martin Luther King, Jr. Streets.

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 for the installation of an air switch and reconductoring of the line between Haysel and Martin Luther King, Jr. Streets between the City of Bastrop and Techline Construction, LLC. in Bastrop, Texas in an amount not to exceed Thirty-five Thousand Dollars, 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 28th, day of August 2018.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Electrical Distribution Construction Agreement

This Electrical Distribution Construction Agreement ("Agreement") is made and entered into effective as of the date of the last to sign below, by and between the City of BASTROP TX, ("Owner") and Techline Construction, LLC ("Contractor").

Techline Construction LLC

(the "Construction Drawings") and Contract No. 3179 Distribution Construction Services between Lower Colorado River Authority (LCRA) and Techline Construction, LLC dated Aug 6 2013 (the "Contract") are attached to this Agreement as Exhibit A and Exhibit B respectively and are incorporated into it for all purposes. Both parties agree to all provisions of the Construction Drawings and the Contract, provided, however, that both the City, as Owner, and Contractor acknowledge that this Agreement is issued under Section C of Contract permitting LCRA's Wholesale Customers to purchase under the Contract, and provided further that Owner and Contractor agree that LCRA is not a party to this Agreement between the Owner and the Contractor, and that LCRA does not guarantee payment by Owner to Contractor, warrant performance by Contractor to Owner or otherwise assume any liability under this Agreement to Owner or Contractor (whether in tort (including negligence and strict liability) contract, warranty, indemnity, contribution or otherwise).

Contractor has thoroughly examined the jobsite, the Construction Drawings and other specifications, applicable laws and regulations, and all other matters affecting the work to be performed, and has delivered its offer to the City of BASTROP TX in the form of the Proposal by Techline Construction, LLC to the City of BASTROP TX dated 7-31-18 (the "Proposal"). The Proposal is attached to this Agreement as Exhibit C and incorporated into it for all purposes.

Contractor shall furnish all labor, construction equipment, transportation, subcontracting, and other required services to complete the work described in the Contract Documents, specifications, and Construction Drawings and the Contract Documents.

Contractor agrees to perform the work and Owner agrees to pay the Contractor in accordance with the prices listed in the Proposal and in any change orders executed by the parties.

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EXHIBIT A

Construction Drawings [complete title]

City to Furnish Drawings

EXHIBIT B

Contract No. **3779** Distribution Construction Services between Lower Colorado River Authority and Techline Construction, LLC dated **August 6th 2013**

City has copy of LCRA #3779 Contract

EXHIBIT C

Proposal by Techline Construction, LLC to the City of BASTROP Tx dated 7-31-18

Techline Construction estimates the total cost of labor and equipment to complete the project or projects to be know as City Hall Reconstruction

_____ for the City of Bastrop Tx will be
\$ NOT TO Exceed \$35,000 Any added or unusual work will be done by Techline
Construction for extra compensation.

This project will be completed using hourly
Rates in the LCRA #3779 contract

For Labor And Equipment

+ the cost of Insurance to cross RR
which is approximately 1660⁰⁰

The city of Bastrop will provide permit to cross
RR tracks

Thank You

Don Langer

903-603-6260

SIGNATURE PAGE TO ELECTRICAL DISTRIBUTION CONSTRUCTION AGREEMENT BETWEEN CITY OF BASTROP TX AS OWNER, AND TECHLINE, LLC., AS CONTRACTOR

EXECUTED EFFECTIVE as of the date of the last to sign below.

CONTRACTOR

TECHLINE CONSTRUCTION, LLC

By: Don Langer

Name: Don Langer

Title: President

Date: 7-31-18

OWNER

CITY OF _____

By: _____

Name: _____

Title: _____

Date: _____



STAFF REPORT

MEETING DATE: August 28, 2018

AGENDA ITEM: 9B

TITLE:

Consider action to approve Resolution No. R-2018-62 of the City Council of the City of Bastrop, Texas awarding a contract to Techline Construction, LLC, to rebuild approximately 3,300 feet of line west of the intersection of Water and Pecan Streets; at a cost not to exceed Fifty-four Thousand Four Hundred Dollars and 00/100 Cents (\$54,400.00) attached as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:

Curtis Ervin, Director of Bastrop Power & Light

BACKGROUND/HISTORY:

Bastrop Power & Light is committed to constantly improving the City's electrical system to provide the most reliable service to our citizens. In the past, outages in this area affected the Bastrop County Courthouse, the Alley D area of downtown, as well as our residential customers. Rebuilding the overhead line with 3-phase power and metal poles will help improve reliability to these customers.

POLICY EXPLANATION:

It is vital to maintain fiscal responsibility by constantly making system improvements. This project is part of the 2014-2019 Electrical System Study provided by the Lower Colorado River Authority, at our request.

FUNDING SOURCE:

This project was budgeted as System Study Improvements in FY18.

RECOMMENDATION:

Consider action to approve Resolution No. R-2018-62 of the City Council of the City of Bastrop, Texas awarding a contract to Techline Construction, LLC, to rebuild approximately 3,300 feet of line west of the intersection of Water and Pecan Streets; at a cost not to exceed Fifty-four Thousand Four Hundred Dollars and 00/100 Cents (\$54,400.00) attached as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution
- Contract between Techline Construction, LLC. and the City of Bastrop

RESOLUTION NO. R-2018-62

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS
AWARDING A CONTRACT TO TECHLINE CONSTRUCTION, LLC. TO
REBUILD APPROXIMATELY 3,300 FEET OF LINE WEST OF THE
INTERSECTION OF WATER AND PECAN STREETS AT A COST NOT TO
EXCEED FIFTY-FOUR THOUSAND FOUR HUNDRED DOLLARS (\$54,400.00)
ATTACHED AS 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 of Bastrop has an interest in protecting the health and safety of the citizens of Bastrop and Bastrop County; and

WHEREAS, The City of Bastrop has recognized the need to keep the electric system in good repair by optimizing the performance of the system through careful maintenance and thoughtful capital improvements; and

WHEREAS, the City Council finds that a very significant public interest is served by rebuilding approximately 3,300' of overhead line west of Water and Pecan Streets.

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 to rebuild approximately 3,300' of overhead line west of the intersection of Water and Pecan Streets between the City of Bastrop and Techline Construction, LLC. in Bastrop, Texas in an amount not to exceed Fifty-four Thousand Four Hundred Dollars and 00/100 Cents (\$54,400.00), 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 28th, day of August 2018.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Electrical Distribution Construction Agreement

This Electrical Distribution Construction Agreement ("Agreement") is made and entered into effective as of the date of the last to sign below, by and between the City of BASTROP TX ("Owner") and Techline Construction, LLC ("Contractor").

Techline Construction LLC

(the "Construction Drawings") and Contract No. 3179 Distribution Construction Services between Lower Colorado River Authority (LCRA) and Techline Construction, LLC dated Aug 6 2013 (the "Contract") are attached to this Agreement as Exhibit A and Exhibit B respectively and are incorporated into it for all purposes. Both parties agree to all provisions of the Construction Drawings and the Contract, provided, however, that both the City, as Owner, and Contractor acknowledge that this Agreement is issued under Section C of Contract permitting LCRA's Wholesale Customers to purchase under the Contract, and provided further that Owner and Contractor agree that LCRA is not a party to this Agreement between the Owner and the Contractor, and that LCRA does not guarantee payment by Owner to Contractor, warrant performance by Contractor to Owner or otherwise assume any liability under this Agreement to Owner or Contractor (whether in tort (including negligence and strict liability) contract, warranty, indemnity, contribution or otherwise).

Contractor has thoroughly examined the jobsite, the Construction Drawings and other specifications, applicable laws and regulations, and all other matters affecting the work to be performed, and has delivered its offer to the City of BASTROP TX in the form of the Proposal by Techline Construction, LLC to the City of BASTROP TX dated 7-31-18 (the "Proposal"). The Proposal is attached to this Agreement as Exhibit C and incorporated into it for all purposes.

Contractor shall furnish all labor, construction equipment, transportation, subcontracting, and other required services to complete the work described in the Contract Documents, specifications, and Construction Drawings and the Contract Documents.

Contractor agrees to perform the work and Owner agrees to pay the Contractor in accordance with the prices listed in the Proposal and in any change orders executed by the parties.

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EXHIBIT A

Construction Drawings [complete title]

City to Furnish Drawings

EXHIBIT B

Contract No. **3779** Distribution Construction Services between Lower Colorado River Authority and Techline Construction, LLC dated **August 6th 2013**

City has copy of LCRA Contract # 3779

EXHIBIT C

Proposal by Techline Construction, LLC to the City of Bastrop Tx dated 7-31-18

Techline Construction estimates the total cost of labor and equipment to complete the project or projects to be know as Walnut Street to Water Street

_____ for the City of Bastrop Texas will be
\$ NOT TO Exceed 54400⁰⁰ Any added or unusual work will be done by Techline
Construction for extra compensation.

This Project to be completed using the
hourly Labor And Equipment Rates in the LCRA #3779
Contract

Thank you

Ren Guyn

903-603-6260

SIGNATURE PAGE TO ELECTRICAL DISTRIBUTION CONSTRUCTION AGREEMENT BETWEEN CITY OF
BASTROP TX, AS OWNER, AND TECHLINE, LLC., AS CONTRACTOR

EXECUTED EFFECTIVE as of the date of the last to sign below.

CONTRACTOR

TECHLINE CONSTRUCTION, LLC

By: Don Lawyer

Name: Don Lawyer

Title: President

Date: 7-31-18

OWNER

CITY OF _____

By: _____

Name: _____

Title: _____

Date: _____



STAFF REPORT

MEETING DATE: August 28, 2018

AGENDA ITEM: 9C

TITLE:

Consider action to approve Resolution No. R-2018-63 of the City Council of the City of Bastrop, Texas awarding a contract to Techline Construction, LLC, to rebuild approximately 1,900 feet of line along Hill Street, from Cedar to Spring Street, at a cost not to exceed Forty-Six Thousand Dollars and 00/100 Cents (\$46,000.00) attached as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:

Curtis Ervin, Director of Bastrop Power & Light

BACKGROUND/HISTORY:

Bastrop Power & Light is committed to constantly improving the City's electrical system to provide the most reliable service to our citizens. In the past, outages in this area affected Mina Elementary as well as our residential customers. Rebuilding the overhead line with 3-phase power and metal poles will help improve reliability to these customers and will provide an isolation point for an alternate power feed in the event of an outage.

POLICY EXPLANATION:

It is vital to maintain fiscal responsibility by constantly making system improvements. This project is part of the 2014-2019 Electrical System Study provided by the Lower Colorado River Authority, at our request.

FUNDING SOURCE:

This project was budgeted as System Study Improvements in FY18.

RECOMMENDATION:

Consider action to approve Resolution No. R-2018-63 of the City Council of the City of Bastrop, Texas awarding a contract to Techline Construction, LLC, to rebuild approximately 1,900 feet of line along Hill Street, from Cedar to Spring Street, at a cost not to exceed Forty-Six Thousand Dollars and 00/100 Cents (\$46,000.00) attached as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution
- Contract between Techline Construction, LLC. and the City of Bastrop

RESOLUTION NO. R-2018-63

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS
AWARDING A CONTRACT TO TECHLINE CONSTRUCTION, LLC. TO
REBUILD APPROXIMATELY 1,900 FEET OF LINE ALONG HILL STREET,
FROM CEDAR TO SPRING STREET, AT A COST NOT TO EXCEED FORTY-
SIX THOUSAND DOLLARS (\$46,000.00) ATTACHED AS 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 of Bastrop has an interest in protecting the health and safety of the citizens of Bastrop and Bastrop County; and

WHEREAS, The City of Bastrop has recognized the need to keep the electric system in good repair by optimizing the performance of the system through careful maintenance and thoughtful capital improvements; and

WHEREAS, the City Council finds that a very significant public interest is served by rebuilding approximately 1,900' of overhead line along Hill Street, from Cedar to Spring Street.

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 to rebuild approximately 1,900' of overhead along Hill Street, from Cedar to Spring Street, between the City of Bastrop and Techline Construction, LLC. in Bastrop, Texas in an amount not to exceed Forty-six Thousand, 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 28th, day of August 2018.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Electrical Distribution Construction Agreement

This Electrical Distribution Construction Agreement ("Agreement") is made and entered into effective as of the date of the last to sign below, by and between the City of BASTROP TX ("Owner") and Techline Construction, LLC ("Contractor").

Techline Construction LLC

(the "Construction Drawings") and Contract No. 3119 Distribution Construction Services between Lower Colorado River Authority (LCRA) and Techline Construction, LLC dated Aug 6, 2013 (the "Contract") are attached to this Agreement as Exhibit A and Exhibit B respectively and are incorporated into it for all purposes. Both parties agree to all provisions of the Construction Drawings and the Contract, provided, however, that both the City, as Owner, and Contractor acknowledge that this Agreement is issued under Section C of Contract permitting LCRA's Wholesale Customers to purchase under the Contract, and provided further that Owner and Contractor agree that LCRA is not a party to this Agreement between the Owner and the Contractor, and that LCRA does not guarantee payment by Owner to Contractor, warrant performance by Contractor to Owner or otherwise assume any liability under this Agreement to Owner or Contractor (whether in tort (including negligence and strict liability) contract, warranty, indemnity, contribution or otherwise).

Contractor has thoroughly examined the jobsite, the Construction Drawings and other specifications, applicable laws and regulations, and all other matters affecting the work to be performed, and has delivered its offer to the City of BASTROP TX in the form of the Proposal by Techline Construction, LLC to the City of BASTROP dated 7-31-18 (the "Proposal"). The Proposal is attached to this Agreement as Exhibit C and incorporated into it for all purposes.

Contractor shall furnish all labor, construction equipment, transportation, subcontracting, and other required services to complete the work described in the Contract Documents, specifications, and Construction Drawings and the Contract Documents.

Contractor agrees to perform the work and Owner agrees to pay the Contractor in accordance with the prices listed in the Proposal and in any change orders executed by the parties.

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EXHIBIT A

Construction Drawings [complete title]

City to furnish Drawings

EXHIBIT B

Contract No. **3779** Distribution Construction Services between Lower Colorado River Authority and Techline Construction, LLC dated **August 6th 2013**

City has copy of LCRA contract # 3779

EXHIBIT C

Proposal by Techline Construction, LLC to the City of BASTROP TX dated 7-31-18

Techline Construction estimates the total cost of labor and equipment to complete the project or projects to be know as Hill Street Rebuild

for the City of Bastrop TX will be
\$ NOT TO EXCEED \$46,000 Any added or unusual work will be done by Techline

Construction for extra compensation.

This project will be completed using the hourly
Labor and Equipment Rates in the LCRA Contract
3779 Only hours worked will be charged

Thank you
Don Langmuir
903-603-6260

SIGNATURE PAGE TO ELECTRICAL DISTRIBUTION CONSTRUCTION AGREEMENT BETWEEN CITY OF
BASTROP TX AS OWNER, AND TECHLINE, LLC., AS CONTRACTOR

EXECUTED EFFECTIVE as of the date of the last to sign below.

CONTRACTOR

TECHLINE CONSTRUCTION, LLC

By: Don Lawyer

Name: Don Lawyer

Title: President

Date: 7-31-18

OWNER

CITY OF _____

By: _____

Name: _____

Title: _____

Date: _____



STAFF REPORT

MEETING DATE: August 28, 2018

AGENDA ITEM: 9D

TITLE:

Consider action to approve Resolution No. R-2018-65 of the City Council of the City of Bastrop, Texas, awarding a contract for annual Concrete Improvements to 304 Construction, LLC attached as Exhibit A, priced according to the bid proposal sheet attached as Exhibit B; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:

Trey Job, Managing Director of Public Works & Leisure Services

BACKGROUND/HISTORY:

This item is identified in the Work Plan as MM#1 (Multi-Modal Mobility), which is “complete gaps in residential sidewalks for traffic safety in the downtown corridor.” City Council and the Executive Team have put a great deal of effort into developing an Organizational Work Plan that addresses nine focus areas that are identified as drivers to successfully fulfilling the City’s Mission & Vision. The current project is a proposed trail and is expected to be 6’ to 8’ wide for approximately 10,450 linear feet from Main to Pecan Streets, Pecan Street from the Union Pacific Railroad tracks north to Linden Street, Linden Street from Pecan to Jewell’s Park (1200 Linden Street), Hasler Shores from Old Austin Highway to Charles Boulevard, and along Charles Boulevard to the entrance of Bob Bryant Park (600 Charles Boulevard).

POLICY EXPLANATION:

A Request-for-Proposal (RFP) was developed to perform improvements and/or installation of concrete sidewalks, alleyways, trails, approaches and streets, ribbon curb, and repairing and replacing concrete paving as needed.

FUNDING SOURCE:

These funds were budgeted for FY19.

RECOMMENDATION:

Consider action to approve Resolution No. R-2018-65 of the City Council of the City of Bastrop, Texas, awarding a contract for annual Concrete Improvements to 304 Construction, LLC attached as Exhibit A, priced according to the bid proposal sheet attached as Exhibit B; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution
- Concrete Improvements Request for Proposal
- Draft Contract for Concrete Improvements with 304 Construction, LLC.

RESOLUTION NO. R-2018-65

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS
AWARDING A CONTRACT FOR ANNUAL CONCRETE IMPROVEMENTS TO
304 CONSTRUCTION, LLC, ATTACHED AS EXHIBIT A, PRICED ACCORDING
TO THE BID PROPOSAL SHEET ATTACHED AS EXHIBIT B; AUTHORIZING
THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS;
PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN
EFFECTIVE DATE.**

WHEREAS, The City 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 vision to improve Bastrop's Multi-Modal Mobility to complete gaps in residential sidewalks for traffic safety in the downtown corridor; and

WHEREAS, Improving the concrete sidewalks, alleyways, trails, approaches and streets, ribbon curb, etc. meets that intent and is Item multi modal mobility#1 in the City's Workplan; and

WHEREAS, The City of Bastrop has received all proposals, and found the lowest responsible bidder to be qualified.

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

Section 1: That the City Manager is hereby authorized to execute a contract, attached as Exhibit A, for annual concrete improvements with 304 Construction, LLC in amounts according to the Bid Proposal Sheet, attached as Exhibit B.

Section 2: That the City Council of the City of Bastrop has found 304 Construction, LLC, to be a subject matter expert in the field of concrete improvements.

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 is so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 28th day of August, 2018.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Annual Price for Concrete Improvements Agreement

This Agreement, made and entered into this, the ____ day of ____ 2018, by and between the **City of Bastrop**, Texas (hereinafter referred to as the “City”) and **304 Construction, LLC**, hereinafter referred to as “Contractor” is understood and agreed to be as set forth herein:

1. Description of Services: The City, in connection with its commitment to providing improved traffic safety within the Bastrop City limits, requires the services of a concrete contractor to augment staff by performing improvements and/or installation of concrete sidewalks, alleyways, trails, approaches and streets, ribbon curb, and repairing and replacing concrete paving as needed.

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

- (1) Sidewalks, curbs, and gutters: fourteen (14) days;
- (2) Street and alley repairs: twenty-eight (28) days to include curing;
- (3) Work not completed within the times stipulated in (1) and (2) will be subject to liquidated damages as specified in Exhibit A, pages 4-5.

The current project is a proposed trail and is expected to be 6’ to 8’ wide for approximately 10,450 linear feet. The limits of the trail are on Main Street from Farm to Laurel Streets, Laurel Street from Main to Pecan Streets, Pecan Street from the Union Pacific railroad tracks north to Linden Street, Linden Street from Pecan to Jewell’s Park (1200 Linden Street), Hasler Shores from Old Austin Highway to Charles Boulevard, and along Charles Boulevard to the entrance of Bob Bryant Park (600 Charles Boulevard).

All trails are anticipated to be on only one side of the street. Engineering will be provided on issues that arise in the field due to difficulties caused by ADA compliance, insufficient right-of-way, or removing and replacing existing sidewalks.

(b) Upon City’s request, Contractor will make written reports noting the progress of the project.

(c) Contractor shall conduct business in good faith displaying professionalism and a courteous manner in dealings with the citizens of the City. Contractor will report to the City’s Assistant Public Works Director, verbally or in writing, any conflicts between Contractor and any citizen in the course of performing said duties.

- (d) Contractor shall comply with all federal, state and local laws, ordinances, rules and regulations, and lawful orders of any public authority bearing on the performances of the services.
 - (e) Contractor shall maintain complete and accurate records of work performed for the City. Contractor shall manage both public and confidential records that Contractor obtains pursuant to this Agreement with the understanding that some records may be subject to state open government laws. The City reserves the right to audit the records, as may pertain to the bid and performance, during the term of the Agreement and for three (3) years after the Agreement is completed. Contractor shall comply with the City's public information policies.
 - (f) In accordance with this Agreement, Contractor agrees to use diligent efforts to purchase all goods and services from Bastrop businesses whenever such goods and services are comparable in availability, quality and price.
 - (g) All improvements shall meet the City of Bastrop specifications. Contractor must supply all barricades and plates in conformance with the Texas Manual on Uniform Traffic Control Devices for Streets and Highways.
- 2. Payment for Services:** The City will employ the Contractor in accordance with the fee structure set forth in Exhibit A, page 6.
- (a) Contractor shall invoice City monthly for services performed. Invoice shall include a description of the project, type of work performed, and bid number. All payment terms shall be "Net 30 Days".
 - (b) No oral statement of any person shall modify or otherwise change, or effect the terms, conditions or specifications stated in the Agreement.
- 3. Duration:** This Agreement shall be in effect for a period of one (1) year from date of Council approval.
- 4. Renewal:** When it is in the best interest of the City and agreed upon by the Contractor, the City may renew the contract for three (3) annual renewals with a 30-day written notification.
- 5. Termination:** Either party may terminate this Agreement for any reason by providing the other party a thirty (30) day written notice.

The City reserves the right to terminate the Agreement immediately in the event the Contractor fails to either:

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

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

6. **Relationship of Parties:** It is understood by the parties that Contractor 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 Contractor.
7. **Employees:** Contractor 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, Contractor shall provide adequate evidence that such persons are Contractor's employees.
8. **Injuries/Insurance:** Contractor acknowledges his/her obligation to obtain appropriate insurance coverage for the benefit of Contractor's employees, if any. Contractor waives the rights to recovery from City for any injuries that Contractor and/or Contractor's employees may sustain while performing services under this Agreement. Contractor to provide a copy of insurance coverage as defined in Exhibit A, pages 25-26, within five (5) business days after notification of intent to award.
9. **Payment and Performance Bonds:** Contractor must provide bonds in the amounts and on the conditions required, within fifteen (15) working days after notification of intent to award.
10. **Indemnification:** Contractor 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 Contractor, Contractor's employees, if any, and Contractor's agents.
11. **Assignment:** Contractor'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.
12. **Notice:** All notices required or permitted under this Agreement shall be in writing, include the bid number, and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

For the City:

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

For the Contractor:

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

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

13. 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.

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

15. 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.

16. 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.

17. Applicable Law: The laws of the State of Texas shall govern this Agreement.

18. Venue: The venue for any and all legal disputes arising under this Agreement shall be *Bastrop County, Texas*.

CITY OF BASTROP

Lynda Humble, City Manager

Wayne Meuth, Owner

Date

Date

ATTEST:

Ann Franklin, City Secretary



City of Bastrop

INVITATION TO BID

BID REFERENCE NUMBER: PW-2018-01

PROJECT TITLE: ANNUAL PRICE AGREEMENT FOR CONCRETE IMPROVEMENTS

BID CLOSING DATE AND TIME: August 2, 2018 at 2:00 P.M.

BIG OPENING DATE AND TIME: August 6, 2018 at 2:00 P.M.

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

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



The City of Bastrop is accepting Competitive Sealed Bids for an **Annual Price Agreement for Concrete Improvements** with an option for three (3) additional one-year renewals if, both parties agree.

BIDDERS MUST SUBMIT THE COMPLETE ORIGINAL BID PACKET. They will be received by the City Secretary's office, located at 1311 Chestnut Street, PO Box 427, Bastrop, Texas 78602 **UNTIL 2:00 P.M. LOCAL TIME, Thursday, August 2, 2018.** Bids will be publicly opened and read aloud on **Monday, August 6, 2018 at 2:00 p.m.** for products/services listed above.

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

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

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

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

Trey Job, Managing Director of Public Works & Leisure Services

Office of Managing Director of Public Works & Leisure Services



To: Interested Concrete Contractor

From: Trey Job, Managing Director of Public Works & Leisure Services

July 16, 2018

Re: Concrete IDIQ

To whom it may concern:

The City of Bastrop is committed to providing improved traffic safety within the Bastrop City Limits. The City is looking for the right company to augment staff by performing installation of concrete sidewalks, trails, ribbon curb, and repairing and replacing concrete paving as needed. The contract will be for a period of one (1) year from the time of execution with an option to renew for three (3) years if both parties agree.

The current project is a proposed trail and is expected to be 6' to 8' wide for approximately 10,450 linear feet. The limits of the trail are on Main Street from Farm to Laurel Streets, Laurel Street from Main to Pecan Streets, Pecan Street from the Union Pacific railroad tracks north to Linden Street, Linden Street from Pecan to Jewell's Park (1200 Linden Street), Hasler Shores from Old Austin Highway to Charles Boulevard, and along Charles Boulevard to the entrance of Bob Bryant Park (600 Charles Boulevard).

All trails are anticipated to be on only one side of the street. Engineering will be provided on issues that arise in the field due to difficulties caused by ADA compliance, insufficient right-of-way, or removing and replacing existing sidewalks.

Please review the following map and "Exhibit A" to the RFP for reference.

Regards,

Trey Job
Managing Director of Public Works & Leisure Services

TJ/ha

enclosures



Sidewalks & Project Goals

- Complete the gaps in existing sidewalks;
- Provide improved traffic safety where pedestrians will most likely walk in the street.
- The ★ indicates a city park.

BIDDERS-READ VERY IMPORTANT

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

BID PACKET

You must submit every document specified in the bid packet.

PERIOD OF CONTRACT:

Contract will be for a period of one (1) year from the date of City Council approval 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 providing Concrete Improvements services. However, the City of Bastrop reserves the right to purchase services from the next two lowest bidders should the primary vendor (low bidder) be unable to supply the requirements of the City. The next lowest bidder shall be called, if also unable to supply, the third lowest bidder shall be called. If none of the three lowest bidders are able to supply services as required, the City of Bastrop reserves the right to purchase services on the open market.

ORDERING:

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

CANCELLATION OF CONTRACT:

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

INVOICING AND INSURANCE

Invoices and insurance will be sent to the following:

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

NON-APPROPRIATION FUNDS:

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

INSURANCE REQUIREMENTS:

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

QUESTIONS:

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

INTENT

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

- Successful bidder will be awarded contract for one year from date of council approval with an option to renew for three (3) annual renewals, with a 30-day written notification.
- The contract may be terminated by either party upon written thirty (30) days' notice prior to cancellation. Continuing non-performance of the vendor in terms of following specifications shall be a basis for termination by the City of this contract.
- The City may award orders to secondary vendors in cases where contract cannot be fulfilled by the primary source receiving the award.

MINIMUM SPECIFICATIONS

The City of Bastrop is requesting bids for the concrete improvements of sidewalks, alleys, approaches and streets. Bids should include the complete cost for new sidewalk construction and the complete cost for sawing, routing, and crack sealing for repair work. All improvements shall meet the City of Bastrop specifications. Low bidder is to supply all barricades and plates in conformance with the Texas Manual on Uniform Traffic Control Devices for Streets and Highways.

A list of projects to be completed will be provided to the contractor throughout the year. Once the list of projects is received, the Contractor will have ten (10) days to begin construction. Once construction begins, all work on sidewalks and curb and gutter must be completed within fourteen (14) days. Street and alley repairs must be completed within twenty-eight (28) days to include curing. All street and alley work must be plated during curing period to allow traffic flow. Work not completed within the respective fourteen (14) and twenty-eight (28) day time period will be subject to liquidated damages as outlined below.

LIQUIDATED DAMAGES FOR DELAY

LIQUIDATED DAMAGES FOR DELAY: Time is of the essence in the completion of projects under this contract because the completion of these projects will enable the City of Bastrop to provide and/or improve certain municipal services for which there is a substantial and immediate need. While it is difficult to determine the exact amount of damages which the City of Bastrop and the citizens and taxpayers of Bastrop may suffer as a result of any delay in the completion of projects under this contract, it is recognized by all parties to this contract that such damages will occur in the event of failure to complete projects as outlined in paragraph two of Minimum Specifications. Accordingly, for each and every day a project list remains in an unfinished state after the expiration of the time for completion specified in paragraph two of Minimum Specifications, the City of Bastrop shall withhold and deduct from the Contractor's total compensation and payment under this contract the sum per day given in the following schedule, as liquidated damages.

Amount of Contract	Amount of Liquidated DAMAGES
Less than \$5,000	\$60.00 per day
\$5,000 to \$14,999.99	\$80.00 per day
\$15,000 to \$24,999.99	\$100.00 per day
\$25,000 to \$49,999.99	\$120.00 per day
\$50,000 to \$99,999.99	\$160.00 per day
\$100,000.00 to \$1,000,000.00	\$240.00 per day
More than \$1,000,000.00	\$500.00 per day

This provision is understood to be a good faith attempt to settle upon an estimate of the actual damages that will be suffered by the City of Bastrop as a result of any delay in completing this contract within the above specified time, and this provision is accepted by the Bidder and the City of Bastrop as such. This provision shall not in any way be construed to impose a "penalty" upon the Bidder.

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

BID PROPOSAL SHEET

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

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>TOTAL PRICE</u>
1.	New 4" Reinforced 3,000 PSI concrete sidewalk with limestone aggregate, no fly ash, complete in place.	Less than 500 SF 501 to 4,000 SF 4,001 to 10,000 SF	<u>9.00</u> <u>7.25</u> <u>5.45</u> 5.45
2.	New 4" Reinforced 3,000 PSI concrete sidewalk with limestone aggregate, no fly ash, complete in place. (Labor Only)	Less than 500 SF 501 to 4,000 SF 4,001 to 10,000 SF	<u>5.00</u> <u>3.75</u> <u>3.25</u>
3.	Remove & Replace 4" reinforced 3,000 PSI concrete sidewalk with limestone aggregate, no fly ash, complete in place.	Less than 500 SF 501 to 4,000 SF 4,001 to 10,000 SF	<u>11.00</u> <u>10.00</u> <u>8.95</u> 7.95
4.	Remove & Replace 6" reinforced 3,000 PSI concrete sidewalk with limestone aggregate, no fly ash, complete in place.	Less than 500 SF 501 to 4,000 SF 4,001 to 10,000 SF	<u>12.00</u> <u>10.50</u> <u>8.75</u>
5.	Remove & Replace 6" reinforced 3,600 PSI concrete alley with limestone aggregate, no fly ash, complete in place.	Less than 500 SY 501 to 1,000 SY	<u>90.00</u> <u>75.00</u>
6.	Remove & Replace 6" reinforced 3,600 PSI concrete street paving with limestone aggregate, no fly ash, complete in place.	Less than 100 SY 101 to 400 SY	<u>100.00</u> <u>90.00</u>
7.	Remove & Replace 6" reinforced 3,600 PSI concrete street paving with limestone aggregate, no fly ash, complete in place.	Less than 50 SY 51 to 150 SY	<u>100.00</u> <u>95.00</u>
8.	Remove & Replace 6" reinforced 4,000 PSI concrete street paving with limestone aggregate, no fly ash, complete in place.	Less than 100 SY 101 to 400 SY	<u>110.00</u> <u>95.00</u>
9.	Remove & Replace 6" reinforced 3,000 PSI concrete curb with 12" gutter with limestone aggregate, no fly ash, complete in place.	Less than 500 SY 501 to 1,000 SY	<u>32.00</u> <u>27.00</u>
10.	Remove & Replace 8" reinforced 3,600 PSI concrete street paving with limestone aggregate, no fly ash, complete in place.	Less than 50 SY 51 to 150 SY	<u>110.00</u> <u>105.00</u>

SIGNATURE AND COMPANY INFORMATION

Company Name	304 Construction LLC
Mailing Address	1083 FM 812 Suite I-9
Physical Address	Same
City, State, Zip Code	Cedar Creek TX 78612
Phone Number	512-718-4463
Fax Number	512-581-7998
Email Address	adam_arnell@yahoo.com
Tax ID Number	81-5107808
Signature of Authorized Agent	
Printed Name of Authorized Agent	WAYNE MEUTH
Title	OWNER
Date	7-28-18

SUBMITTAL OF BID:

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

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

Mailing Address or Hand Delivery or Delivery Service

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

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

(RETURN ADDRESS)

(STAMP)

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

BID NUMBER: PW-2018-01

BID DUE DATE: Thursday, August 2, 2018 at 2:00 P.M.

BID NAME: ANNUAL PRICE AGREEMENT FOR CONCRETE IMPROVEMENTS

SUPPLEMENTAL INFORMATION

AFFIDAVIT OF NO PROHIBITED INTEREST

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

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

304 Construct LLC
Name of Contractor

By: [Signature]
(Signature)

Wayne Menth
(Print Name)

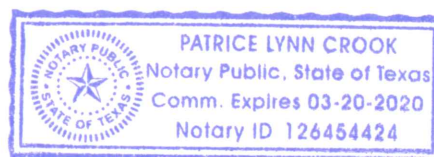
President
(Title)

Date: 7-31-18

STATE OF Texas §
COUNTY OF BASTROP §

SUBSCRIBED AND SWORN TO before me this 31 day of July, 2018.

[Signature]
Notary Public, State of Texas



STATE RECIPROCAL REQUIREMENT

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

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

1. Where is your principal place of business? Cedar Creek Texas

2. Only if your principal place of business is not in the State of Texas, please indicate:

A. In which state is your principal place of business located? _____

B. Does that state favor resident bidders (bidders in your state) by some dollar increment or percentage? YES NO

C. If "YES," what is that dollar increment or percentage? _____

N/A

NON-COLLUSION STATEMENT

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

EXECUTION OF OFFER

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

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

Company Name	304 Construction LLC
Mailing Address	1083 FM 812 Suite I-9
Physical Address	same
City, State, Zip Code	Cedar Creek TX 78612
Phone Number	512-718-4463
Fax Number	512-581-7998
Email Address	adam.amer@yahoo.com
Signature of Authorized Agent	
Printed Name of Authorized Agent	WAYNE MEUTH
Title	OWNER
Date	7-28-18

ACCOUNTS REFERENCE LISTING

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

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

1. Bustrop County
Leon Scate
804 Pecan St Bustrop TX 78602
512-581-7110
2. City of Smithville
Robert Tambel
106 Gazeley St Smithville TX 78957
512-237-3282
3. Tahitian W.C.I.D
Tyler Welsh
106 Conference Dr Bustrop TX 78602
512-308-8446
4. Black Tree Ranch
Jeanie Grage
1070 Hwy 71 West Smithville TX 78957
832-361-1376
5. Design Drywall
WAYNE Menth
1083 FM 812 Suite A Cedar Creek TX 78612
512-940-3021

COMPANY NAME: 304 Construction LLC

SIGNATURE: 

PRINTED NAME: Adam Menth "Agent"

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

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

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

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

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

OR

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

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

Company Name	304 Construction LLC
Mailing Address	1083 FM 812 Suite I-9
Physical Address	same
City, State, Zip Code	Cedar Creek TX 78612
Phone Number	512-718-4463
Fax Number	512-581-7998
Email Address	adam_arnold@yahoo.com
Signature of Authorized Agent	
Printed Name of Authorized Agent	WAYNE MEUTH
Title	OWNER
Date	7-25-18

CHECK ALL THAT APPLY:

- Minority-Owned Business Enterprises ☐
- Women-Owned Business Enterprises ☐
- Disadvantaged Business Enterprises ☐

CITY OF BASTROP
COOPERATIVE PURCHASING FORM

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

Yes ☒

No ☐

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

CITY OF BASTROP

INDEMNIFICATION

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

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

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

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

INDEPENDENT CONTRACTOR

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

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

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

304 Construction LLC
Company Name


Signature

OWNER
Title

7-28-18
Date

CITY OF BASTROP

INSTRUCTIONS TO BIDDERS

1. ELIGIBLE BIDDERS

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

2. BID DELIVERY

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

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

3. BID DOCUMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

4. SUBMISSION OF BIDS

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

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

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

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

5. MODIFICATIONS OR WITHDRAWAL OF BIDS

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

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

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

6. OPENING OF BIDS

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

7. EVALUATION FACTORS AND AWARD

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

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

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

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

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

Reservations: The City expressly reserves the right to:

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

8. POST-BID DOCUMENTS REQUIRED FROM SUCCESSFUL BIDDER

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

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

9. CONTRACTOR SELECTION

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

10. COMPLIANCE WITH LAWS

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

**CITY OF BASTROP
STANDARD TERMS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

NO BID SHEET

FOR
PW-2018-01

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

City of Bastrop
Public Works Department
1311 Chestnut Street
PO Box 427
Bastrop, TX 78602

N/A

Please check the items that apply:

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

Company Name:

Authorized Officer or Agent Signature:

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

INSURANCE COVERAGE REQUIRED

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

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

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

1. Worker' Compensation

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

2. General Liability

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

3. Auto Liability

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

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

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

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

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

**BIDDERS-READ CAREFULLY THE
FOLLOWING PAGES**

VENDORS-PLEASE READ AND COMPLETE THE FOLLOWING.

**IF MORE INFORMATION IS NEEDED, PLEASE CALL
(512) 332-8920.**

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 bid 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.WAYNE MERTH 304 Construction LLC**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.N/A
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 entity7-28-18
Date

Adopted 06/29/2007

Form TCG 2270
VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

Contract identifier: _____
Department: _____

By signing below, Company hereby verifies the following:

1. Company does not boycott Israel; and
2. Company will not boycott Israel during the term of the contract.

SIGNED BY: _____

Print Name of Person:
Signing, Title, and
Company

Adam Meeth "Agent"

Agent

Date signed: _____

8-6-18

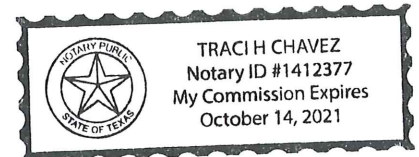
STATE OF TEXAS §
COUNTY OF BASTROP §

BEFORE ME, the undersigned Notary Public on this day personally appeared Adam Meeth (Name), on behalf of 304 Construction (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 6TH day of August, 2018.

Traci X Chavez
NOTARY OF PUBLIC,
FOR THE STATE OF TEXAS

My Commission Expires:
10-14-2021



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.

**THIS INFORMATION PERTAINS TO A FORM THAT ONLY HAS TO BE
COMPLETED BY THE VENDOR THAT IS AWARDED A CONTRACT**

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.

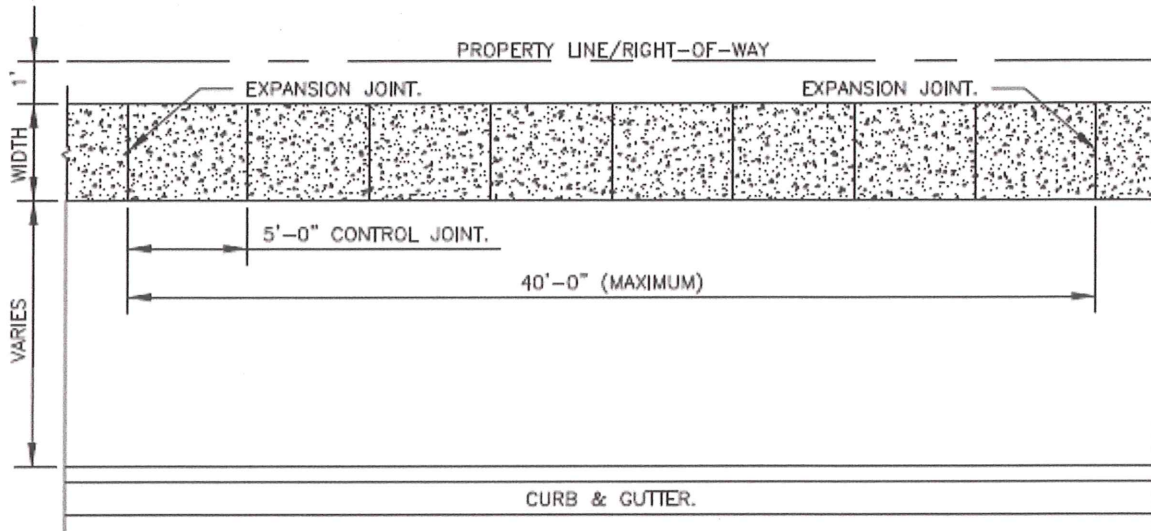
The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

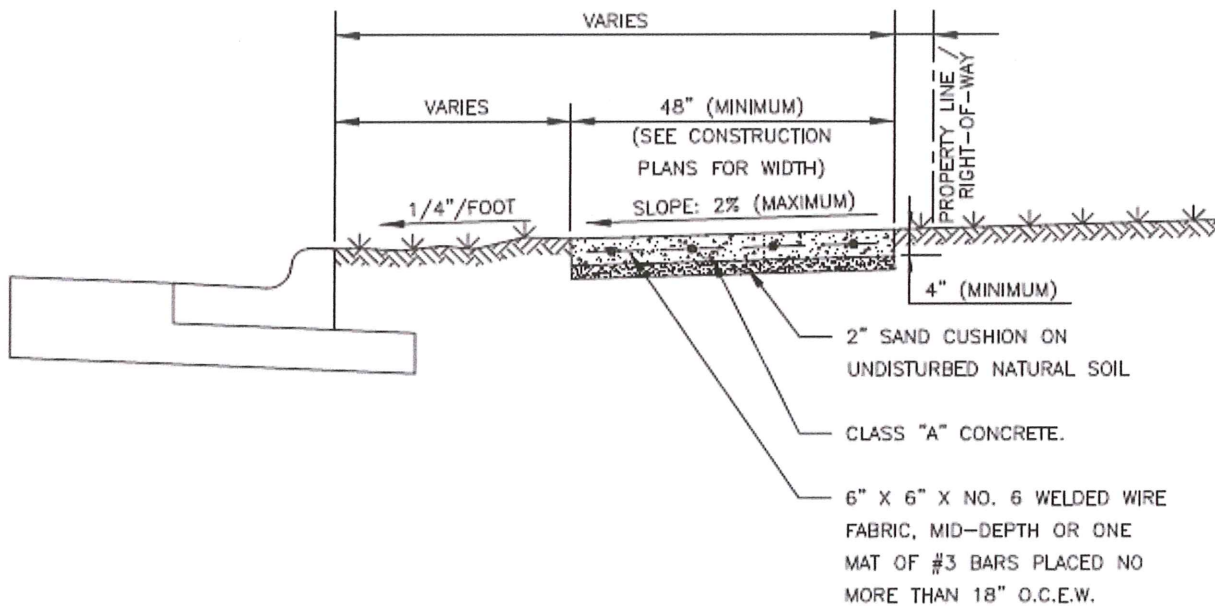
- (a) A disclosure of interested parties form required by section 2252.908 of the Government Code must be filed on an electronic form prescribed by the commission that contains the following:
 - (1) The name of the business entity filing the form and the city, state, and country of the business entity's place of business;
 - (2) The name of the governmental entity or state agency that is a party to the contract for which the form is being filed;
 - (3) The name of each interested party and the city, state, and country of the place of business of each interested party;
 - (4) The identification number used by the governmental entity or state agency to track or identify the contract for which the form is being filed and a short description of the goods or services used by the governmental entity or state agency provided under the contract; and
 - (5) An indication of whether each interested party has a controlling interest in the business entity, is an intermediary in the contract for which the disclosure is being filed, or both.
- (b) The certification of filing and the completed disclosure of interested parties form generated by the commission's electronic filing application must be printed, signed by an authorized agent of the contracting business entity, and submitted to the governmental entity or state agency that is the party to the contract for which the form is being filed
- (c) A governmental entity or state agency that receives a completed disclosure of interested parties form and certification of filing shall notify the commission, in an electronic format prescribed by the commission, of the receipt of those documents not later than the 30th day after the date the contract for which the form was filed binds all parties to the contract.
- (d) The commission shall make each disclosure of interested parties form filed with the commission under section 2252.908(f) of the Government Code available to the public on the commission's Internet website not later than the seventh business day after the date the commission receives the notice required under subsection (c) of this section.

ONLY VENDORS THAT HAVE BEEN AWARDED A CONTRACT HAVE TO COMPLETE THIS FORM.

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
		1 of 1	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY CERTIFICATION OF FILING	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. Submitting Vendor Company Name and Address		Certificate Number: This # is issued once the form has been electronically filed Date Filed:	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. Bastrop County		Date Acknowledged:	
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract. REF was AN me			
SAMPLE FORM - DO NOT COMPLETE			
4		Nature of interest (check applicable)	
Name of Interested Party	City, State, Country (place of business)	Controlling	Intermediary
Authorized Person at Vendor	t	Check Controlling	
5 Check only if there is NO interested Party. ☐			
6 AFFIDAVIT			
I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.			
Have the completed form Notarized here			
_____ Signature of authorized agent of contracting business entity			
AFFIX NOTARY STAMP / SEAL ABOVE			
Sworn to and subscribed before me, by the said _____ this the _____ day of _____			
20 _____, to certify which, witness my hand and seal of office.			
_____ Signature of officer administering oath _____ Printed name of officer administering oath _____ Title of officer administering oath			



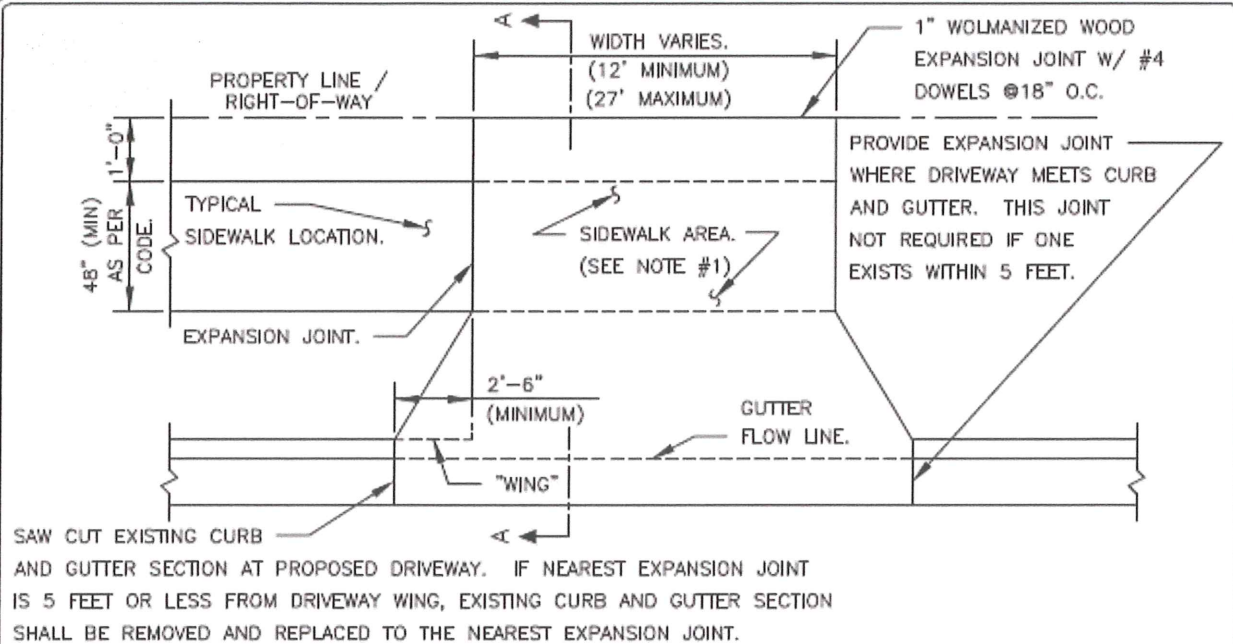
PLAN



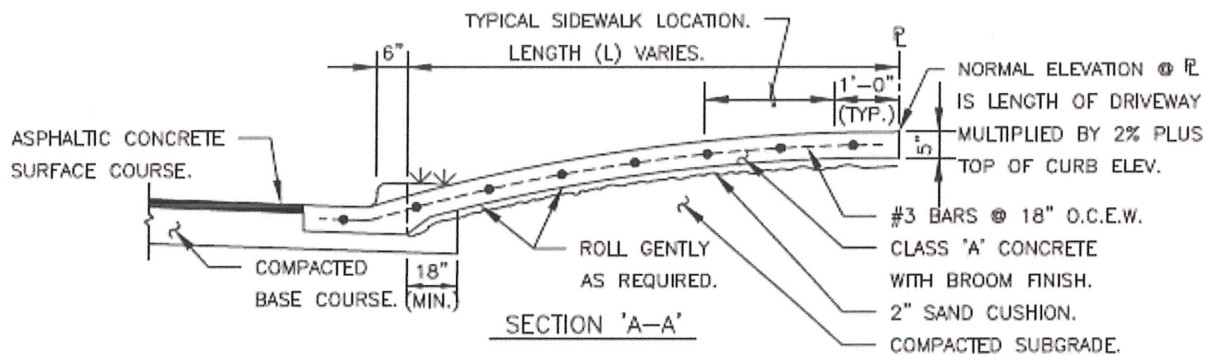
SECTION

RECORD SIGNED COPY ON FILE AT PUBLIC WORKS APPROVED	CITY OF BASTROP	DRAWING NO: ST-01
MAY 24, 2011 DATE		
THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR THE APPROPRIATE USE OF THIS DETAIL.		

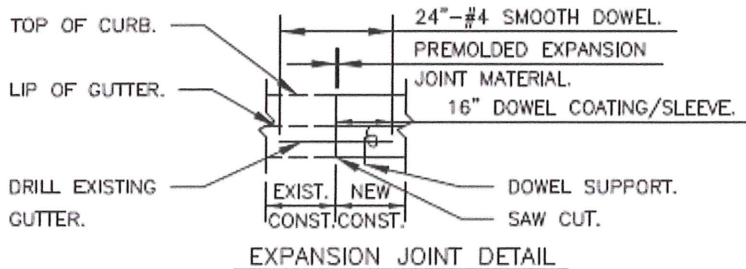
SIDEWALK DETAIL



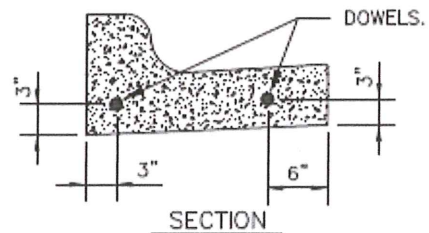
PLAN



SECTION 'A-A'



EXPANSION JOINT DETAIL



SECTION

NOTE:

1. THE SIDEWALK AREA OF THE DRIVEWAY SHALL SLOPE TOWARD THE STREET PAVING AT NO MORE THAN 2%.

RECORD SIGNED COPY
ON FILE AT PUBLIC WORKS
APPROVED

MAY 24, 2011
DATE

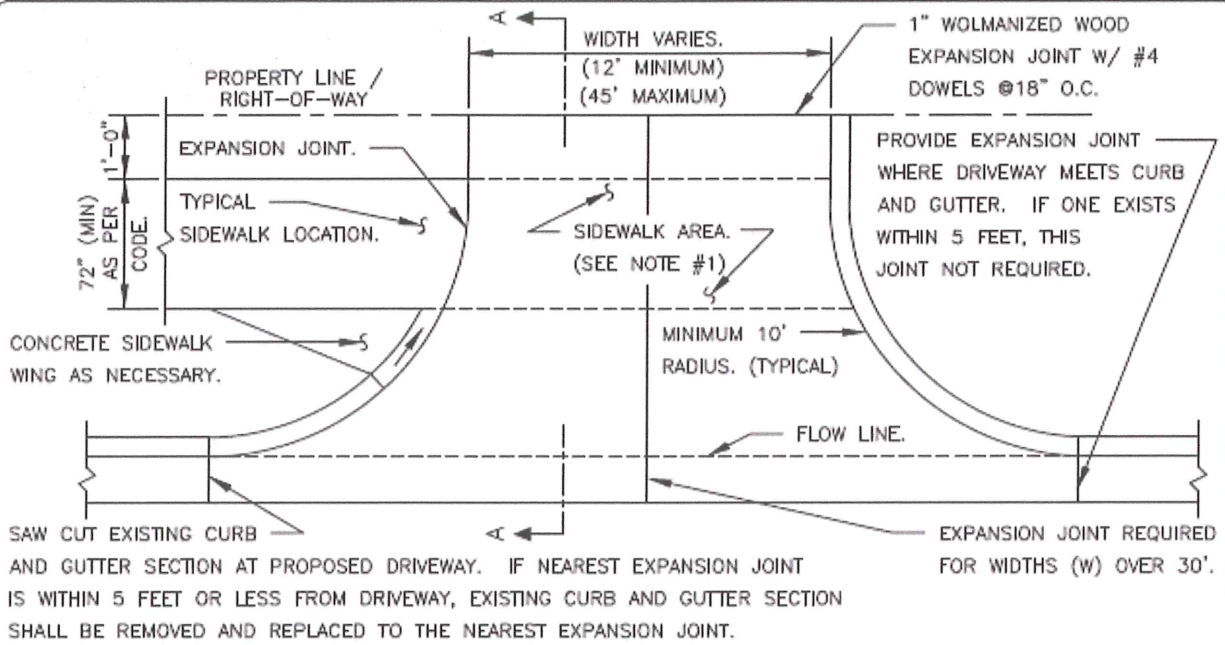
THE ARCHITECT/ENGINEER ASSUMES
RESPONSIBILITY FOR THE APPROPRIATE
USE OF THIS DETAIL.

CITY OF BASTROP

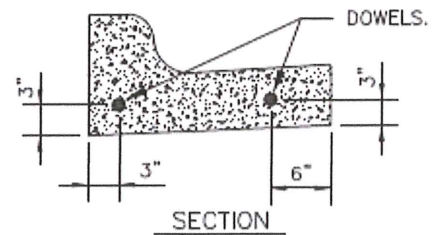
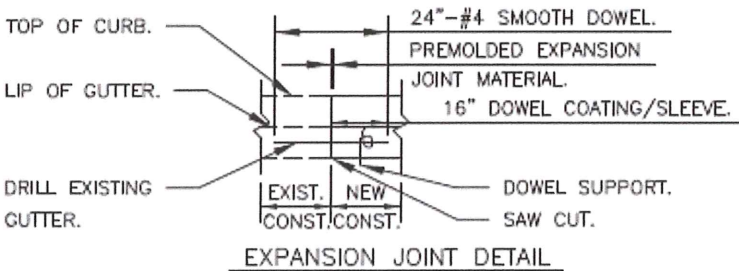
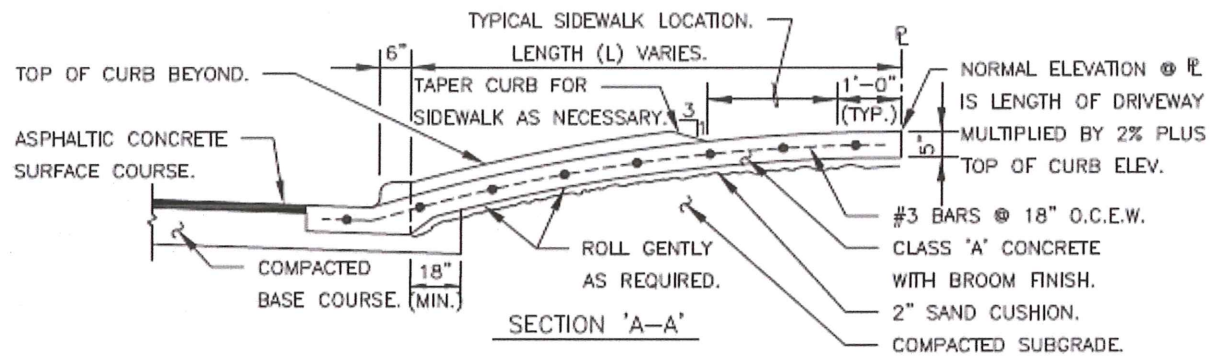
CONCRETE DRIVEWAY DETAIL
(RESIDENTIAL)

DRAWING NO:
ST-02





PLAN



NOTE:

1. THE SIDEWALK AREA OF THE DRIVEWAY SHALL SLOPE TOWARD THE STREET PAVING AT NO MORE THAN 2%.

RECORD SIGNED COPY
ON FILE AT PUBLIC WORKS
APPROVED

MAY 24, 2011
DATE

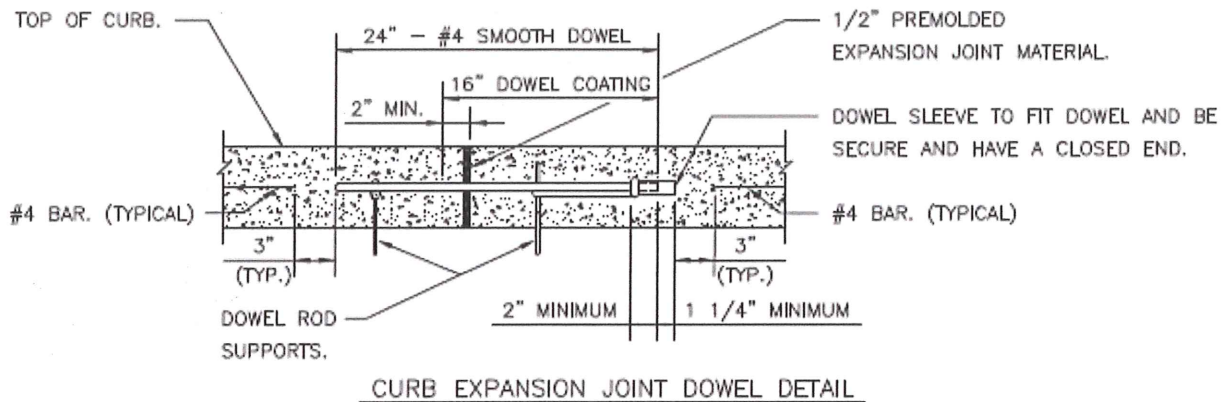
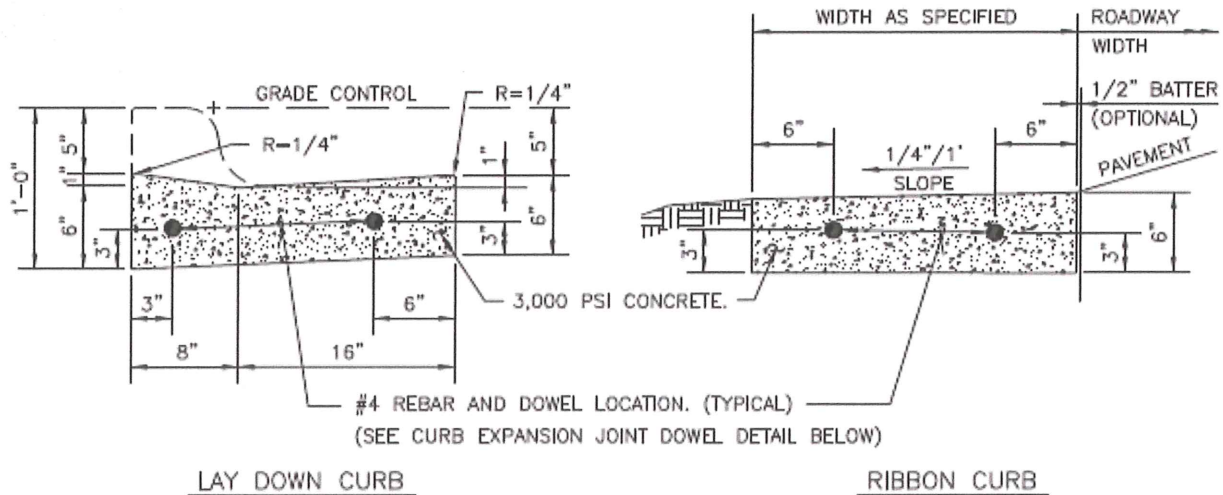
THE ARCHITECT/ENGINEER ASSUMES
RESPONSIBILITY FOR THE APPROPRIATE
USE OF THIS DETAIL.

CITY OF BASTROP

CONCRETE DRIVEWAY DETAIL
(COMMERCIAL OR MULTI-FAMILY)

DRAWING NO:
ST-03

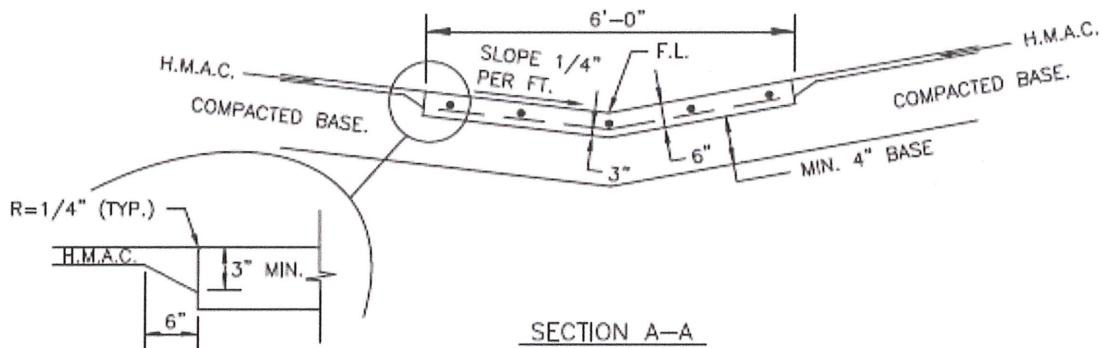
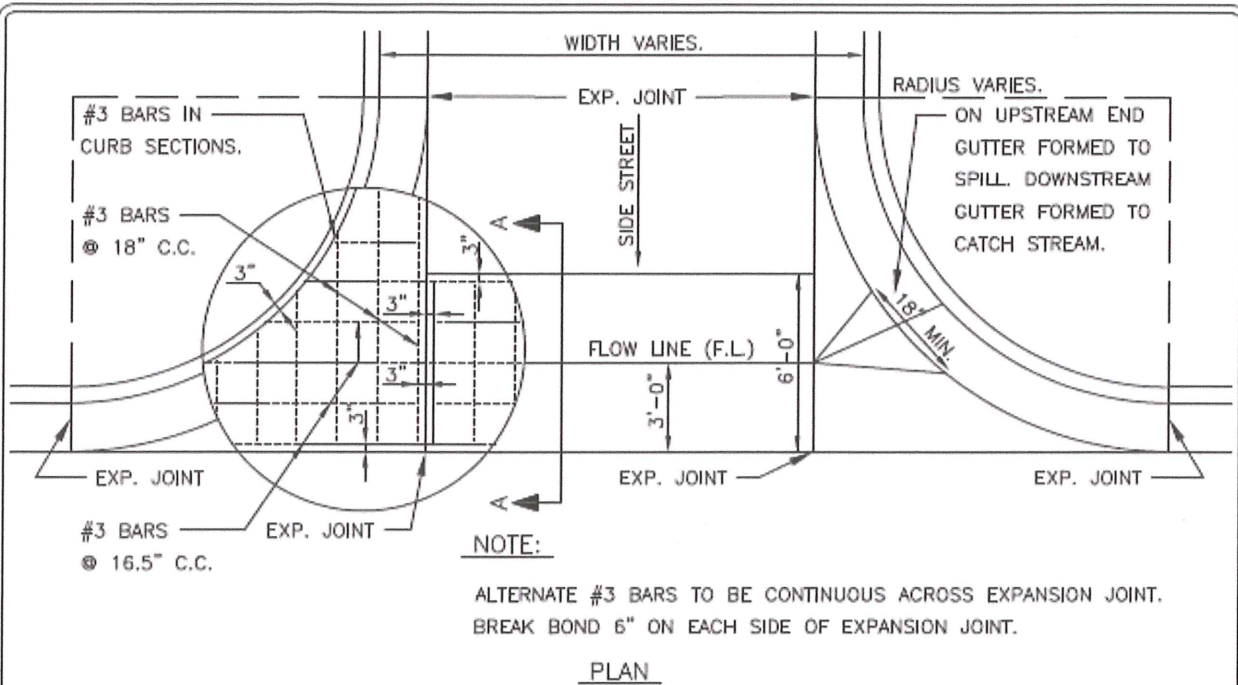




NOTES:

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

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



NOTES:

1. STREET DESIGNS SHALL MINIMIZE THE USE OF VALLEY GUTTERS.
2. CONCRETE SHALL BE CLASS "A".
3. MONOLITHIC CURB & GUTTER SHALL BE MEASURED BY PLAN SQUARE FEET AND PAID AS VALLEY GUTTER.
4. THE UPSTREAM CURB MID POINT MUST BE AT OR LOWER THAN THE BEGINNING P.C. AND .5% (MIN.) HIGHER THAN THE OPPOSING MID POINT.
5. ALLOWABLE CONSTRUCTION JOINT AT $\frac{1}{4}$ WHEN TRAFFIC FLOW MUST BE MAINTAINED, CONSTRUCTED AS A CONTROL JOINT. PROVIDE EXPANSION JOINT @ $\frac{1}{4}$ FOR WIDTHS GREATER THAN 40 FEET.
6. ALL EXPANSION JOINTS SHALL BE CONSTRUCTED WITH 1/2" PREMOLDED EXPANSION JOINT MATERIAL AND DOWELS AND CAPS (SEE STANDARD CURB DOWEL DETAIL ON DETAIL ST-05).

RECORD SIGNED COPY
ON FILE AT PUBLIC WORKS
APPROVED

MAY 24, 2011
DATE

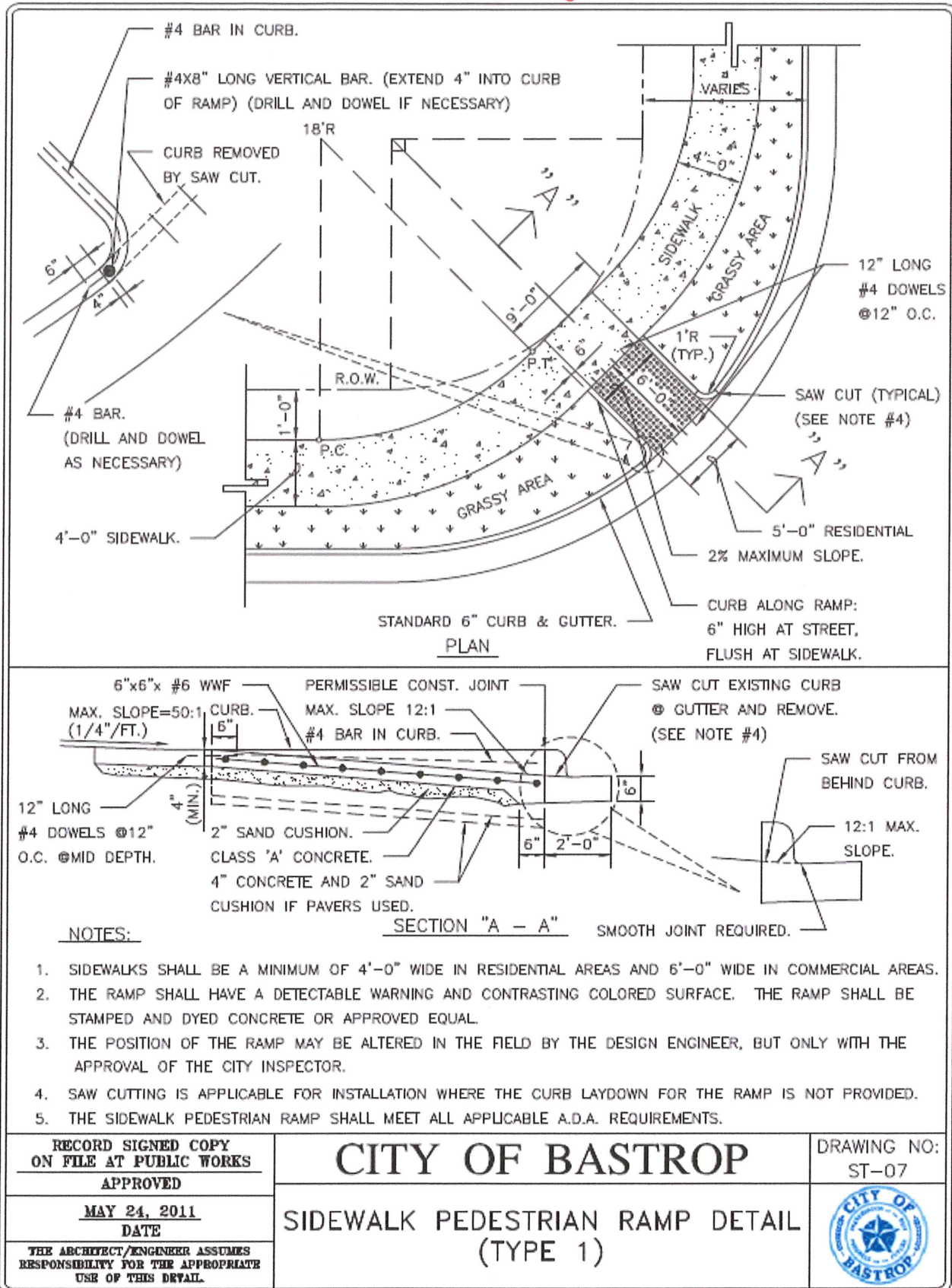
THE ARCHITECT/ENGINEER ASSUMES
RESPONSIBILITY FOR THE APPROPRIATE
USE OF THIS DETAIL.

CITY OF BASTROP

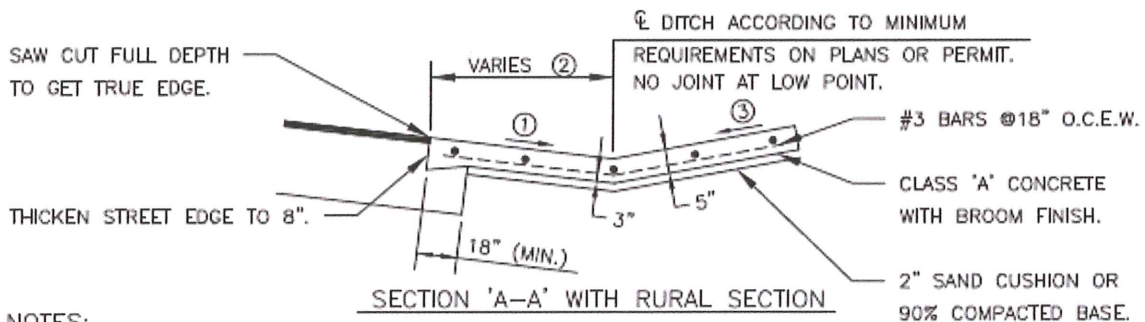
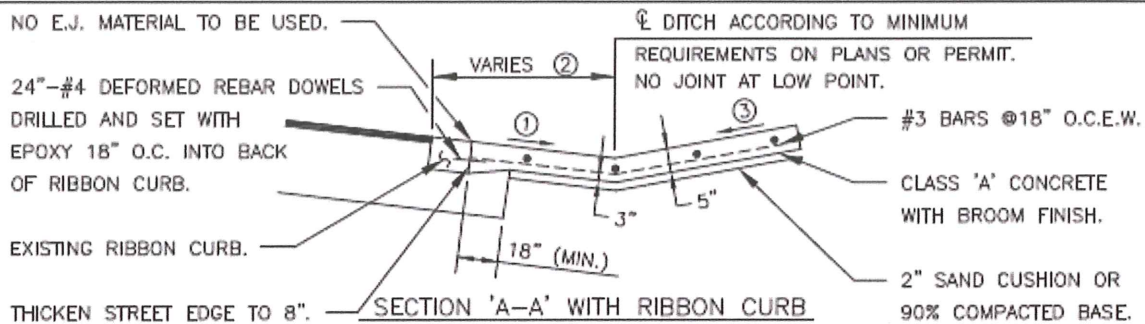
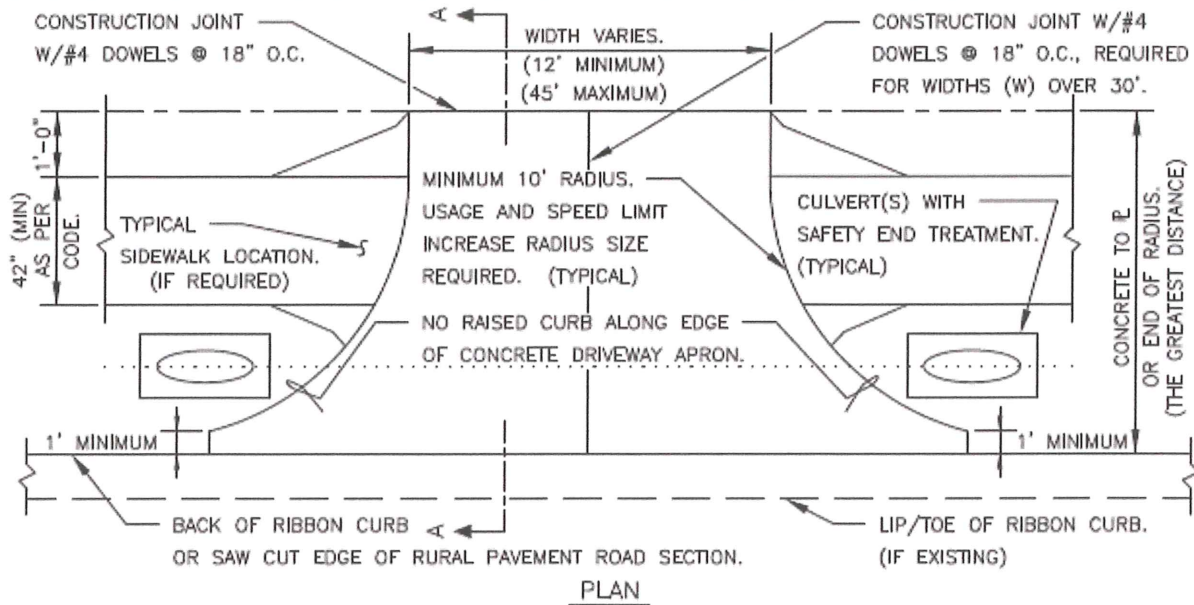
CONCRETE VALLEY GUTTER DETAIL

DRAWING NO:
ST-06









NOTES:

- ① NEW DRIVEWAY MUST ACCEPT STORM WATER RUNOFF FROM ROADWAY PAVEMENT, GRADING AWAY FROM PAVEMENT AT MINIMUM -2%, MAXIMUM -12%.
- ② GRADE BACK DISTANCES MUST BE AT A MINIMUM OF 12' OR 1/2 OF BAR DITCH IF GREATER THAN 12' OR TO THE DISTANCE REQUIRED IN THE ACCEPTED CONSTRUCTION PLANS. (SHORTER OR LONGER)
- ③ GRADE OF DRIVEWAY PAST THE 12' POINT MAY CHANGE MULTIPLE TIMES AND BE POSITIVE OR NEGATIVE TO THE BACK SIDE OF THE APRON, BUT CAN BE NO GREATER THAN 2% IN THE AREA WHERE THE SIDEWALK IS TO CROSS.

RECORD SIGNED COPY
ON FILE AT PUBLIC WORKS
APPROVED

MAY 24, 2011
DATE

THE ARCHITECT/ENGINEER ASSUMES
RESPONSIBILITY FOR THE APPROPRIATE
USE OF THIS DETAIL.

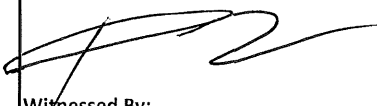
CITY OF BASTROP

CONCRETE DRIVEWAY DETAIL
(RIBBON CURB OR RURAL SECTION)

DRAWING NO:
ST-14



PW-2018-01 ANNUAL PRICE AGREEMENT FOR CONCRETE IMPROVEMENTS

<i>Submitting Company:</i>	<i>Signed RFP Original, One Copy, & Flash Drive</i>	<i>Credentials (W- 9, licenses etc)</i>	<i>Conflict of Interest - CIQ (in packet)</i>	<i>Does Not Boycott Israel Certification</i>	<i>Bid Proposal Sheet</i>
304 CONSTRUCTION 1083 812 Cedar Creek, TX 78612	☐ Yes ☒ No Submitted original only.	☐ Yes ☒ No References submitted (4).	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No Pricing See Pg 6 of RFP.
<i>Heather Ambrose</i> Signed By:	08/06/18 Date:				
 Witnessed By:	8/13/18 Date:				

BID PROPOSAL SHEET

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

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>TOTAL PRICE</u>
1.	New 4" Reinforced 3,000 PSI concrete sidewalk with limestone aggregate, no fly ash, complete in place.	Less than 500 SF 501 to 4,000 SF 4,001 to 10,000 SF	<u>9.00</u> <u>7.25</u> <u>8.25</u> 5.45
2.	New 4" Reinforced 3,000 PSI concrete sidewalk with limestone aggregate, no fly ash, complete in place. (Labor Only)	Less than 500 SF 501 to 4,000 SF 4,001 to 10,000 SF	<u>5.00</u> <u>3.25</u> <u>3.25</u>
3.	Remove & Replace 4" reinforced 3,000 PSI concrete sidewalk with limestone aggregate, no fly ash, complete in place.	Less than 500 SF 501 to 4,000 SF 4,001 to 10,000 SF	<u>11.00</u> <u>10.00</u> <u>8.75</u> 7.95
4.	Remove & Replace 6" reinforced 3,000 PSI concrete sidewalk with limestone aggregate, no fly ash, complete in place.	Less than 500 SF 501 to 4,000 SF 4,001 to 10,000 SF	<u>12.00</u> <u>10.50</u> <u>8.75</u>
5.	Remove & Replace 6" reinforced 3,600 PSI concrete alley with limestone aggregate, no fly ash, complete in place.	Less than 500 SY 501 to 1,000 SY	<u>90.00</u> <u>75.00</u>
6.	Remove & Replace 6" reinforced 3,600 PSI concrete street paving with limestone aggregate, no fly ash, complete in place.	Less than 100 SY 101 to 400 SY	<u>100.00</u> <u>90.00</u>
7.	Remove & Replace 6" reinforced 3,600 PSI concrete street paving with limestone aggregate, no fly ash, complete in place.	Less than 50 SY 51 to 150 SY	<u>100.00</u> <u>95.00</u>
8.	Remove & Replace 6" reinforced 4,000 PSI concrete street paving with limestone aggregate, no fly ash, complete in place.	Less than 100 SY 101 to 400 SY	<u>110.00</u> <u>95.00</u>
9.	Remove & Replace 6" reinforced 3,000 PSI concrete curb with 12" gutter with limestone aggregate, no fly ash, complete in place.	Less than 500 SY 501 to 1,000 SY	<u>32.00</u> <u>32.00</u>
10.	Remove & Replace 8" reinforced 3,600 PSI concrete street paving with limestone aggregate, no fly ash, complete in place.	Less than 50 SY 51 to 150 SY	<u>110.00</u> <u>105.00</u>



STAFF REPORT

MEETING DATE: August 28, 2018

AGENDA ITEM: 9E

TITLE:

Consider action to approve Resolution No. R-2018-66 of the City Council of the City of Bastrop, Texas, awarding a contract, for the installation of generators at City lift stations to C F McDonald Electric, LLC, in the amount of One Hundred Eighty-Four Thousand One Hundred Sixty-Nine Dollars and Zero Cents (\$184,169.00) attached as 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, Managing Director of Public Works & Leisure Services

BACKGROUND/HISTORY:

The City of Bastrop is dedicated to emergency preparedness to maintain the health and safety of the community in times of emergency. This project is a result of grant funding provided to the Texas Department of Emergency Management through FEMA because of the two large rain events that impacted Bastrop in October, and May of 2015. The City Council and the Executive Team have put a great deal of effort into developing an Organizational Work Plan that addresses nine focus areas that are identified as drivers to successfully fulfill the City's Mission & Vision. This project meets the multiple City of Bastrop City Council focus areas such as: Community Safety, Economic Vitality, Managed Growth, and Organizational Excellence. The project meets the intent of the focus areas by providing emergency power to the Central and Gills Branch Lift Stations during outages thereby maintaining proper operations and preventing a possible sewage spill.

POLICY EXPLANATION:

Texas Administrative Code Chapter 217 (§217.63. Emergency Provisions for Lift Stations.) (b) states a lift station must be designed to prevent the discharge of wastewater from the lift station and at all points in the upstream collection system during electrical power failures.

FUNDING SOURCE:

The match for grant funds are budgeted for FY18 and will be carried over to FY19 until the completion of the project.

RECOMMENDATION:

Consider action to approve Resolution No. R-2018-66 of the City Council of the City of Bastrop, Texas, awarding a contract, for the installation of generators at City lift stations to C F McDonald Electric, LLC, in the amount of One Hundred Eighty-Four Thousand One Hundred Sixty-Nine Dollars and Zero Cents (\$184,169.00) attached as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution
- Recommendation Letter from BEFCO Engineering Request for Proposal
- Bid Tabulation Sheet
- Contract



RESOLUTION NO. R-2018-66

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TX
AWARDING A CONTRACT, FOR THE INSTALLATION OF GENERATORS AT
CITY LIFT STATIONS TO C F MCDONALD ELECTRIC, LLC IN THE AMOUNT
OF ONE HUNDRED EIGHTY-FOUR THOUSAND ONE HUNDRED SIXTY-NINE
DOLLARS AND ZERO CENTS (\$184,169.00) ATTACHED AS 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 vision to improve Bastrop's preparedness for power outages at the City's Lift Stations; and

WHEREAS, Installing generators at the Central and Gills Branch Lift Stations meets the intent of Bastrop City Council's focus areas such as: Community Safety, Economic Vitality, Managed Growth, and Organizational Excellence; and

WHEREAS, The City of Bastrop has received all proposals, and found the lowest responsible bidder to be qualified.

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

Section 1: That the City Manager is hereby authorized to execute a contract, for the installation of emergency generators at the City's Lift Stations with C F McDonald Electric, LLC in the amount of \$184,169.00, attached as Exhibit A.

Section 2: That the City Council of the City of Bastrop has found C F McDonald Electric, LLC, to be a subject matter expert in the field of emergency generator installation.

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 is so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 28th day of August 2018.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



BEFCO ENGINEERING, INC.
Consulting Engineering/Land Surveying
P.O. BOX 615 485 NORTH JEFFERSON
LA GRANGE, TEXAS 78945-0615
979 / 968-6474 FAX 979 / 968-3056
www.befcoengineering.com E-mail: office@befcoengineering.com
Texas Registered Engineering Firm F-2011 Texas Licensed Surveying Firm #10001700

August 9, 2018

**Mr. Trey Job, Managing Director of
Publics Works & Leisure Services
City of Bastrop
1311 Chestnut St.
Bastrop, Texas 78602**

**RE: Bid Award Recommendation
Central & Gill's Branch Lift
Stations Generator Project
BEFCO Job No. 16-6807**

Mr. Job:

The bid opening for the City of Bastrop Central & Gill's Branch Lift Stations Generator Project was held on Friday, August 3, 2018. The City received two (2) bids for the total project ranging from \$176,469.00 to \$211,476.00 for Base Bid Items 1-2. After reviewing the pricing, the lowest responsible bidder for the project was **C. F. McDonald Electric, Inc. (McDonald)** from Houston, Texas at \$176,469.00. Neither the City of Bastrop nor BEFCO Engineering, Inc. has worked previously with McDonald. Therefore, BEFCO checked several references and all were very positive & stated they were timely on completion. BEFCO also held a phone conference with Wayne Berkenmeier, McDonald Project Manager, who stated they have no issues with their price and explained how they will approach the job regarding personnel & scheduling. It should also be noted that they have been in business for over 60 years and employ a team of 160 electricians, 12 project managers, a Civil Engineer & Electrical Engineer.

The Bid Proposal also included Additive Alternate Bid Item 3 for \$35.00 per foot to construct fencing with slatting around the entire Gill's Branch Lift Station Facility. Presently there is no security fencing at Gill's Branch. Gill's Branch would require approximately 220 feet of 6-foot Intruder Proof Fencing with 3-strands of barbed wire on top for a total estimated additional cost of \$7,700. Based upon the positive references, knowledgeable oversight & manpower, fact that they are not change order happy, and their successful long-term track record & timeliness, BEFCO recommends awarding the contract to **C. F. McDonald Electric, LLC of Houston Texas at \$184,169.00**. The \$184,169.00 contract will include Base Bid Items 1-2 & Additive Alternative Bid Item AA3 and is within the project budget. Please note that the contract documents state a completion date of January 31, 2019. If you have any questions or require more information, please advise. Thank you for the opportunity to provide engineering services for this project and to City staff in assisting us with this project.

Thanks and take care,

BEFCO Engineering, Inc. (F-2011)

A handwritten signature in blue ink, reading 'Bradley C. Loehr', is written over a horizontal line.

Bradley C. Loehr, P.E.

Attachments: Bid Tab Summary

Cc: Suellen Jordan-Langford Community Management Services (with attachments via e-mail)
Bcl:bms

"Proficient, practical engineering and land surveying services with a sense of small-town values and care"

CITY OF BASTROP
CENTRAL & GILL'S BRANCH LIFT STATION GENERATORS
FEMA HMGP-DR-4223 PROJECT #045
FEMA HMGP-DR-4245 PROJECT #011
BEFCO JOB NO. 15-6543
AUGUST 3, 2018

C. F. McDonald Electric, Inc.
5044 Timber Creek
Houston, TX 77017

J & K Utility Services, LLC
5607 Williamson Rd.
Creedmoor, TX 78610

<u>Item No.</u>	<u>Est. Qty.</u>	<u>Units</u>	<u>Description in Words</u>	<u>Unit Price</u>	<u>Total Price</u>	<u>Unit Price</u>	<u>Total Price</u>
BASE BID							
CENTRAL LIFT STATION							
1		Lump Sum	Install a 100 kW diesel generator at the existing lift station site	\$ 96,000.00	\$ 96,000.00		\$ 116,373.00
GILL'S BRANCH LIFT STATION							
1		Lump Sum	Install a 100 kW diesel generator at the existing lift station site	\$ 80,469.00	\$ 80,469.00		\$ 95,103.00
TOTAL BASE BID (Item Nos. 1 & 2)				\$ 176,469.00	\$ 176,469.00		\$ 211,476.00

ADDITIVE ALTERNATE BID ITEM

AA3		Lump Sum	Install new fencing with gates & slatting	\$35.00 per foot			\$ 13,777.00
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I certify that this is correct and true to the best of my knowledge and belief
BEFCO Engineering, Inc. (F-2011)

Bradley C. Loehr

Bradley C. Loehr P.E.
Registration No. 85501
August 6, 2018



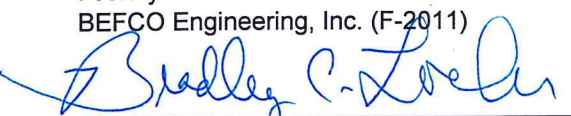
CITY OF BASTROP
CENTRAL & GILL'S BRANCH LIFT STATION GENERATORS
FEMA HMGP-DR-4223 PROJECT #045
FEMA HMGP-DR-4245 PROJECT #011
BEFCO JOB NO. 15-6543
AUGUST 3, 2018

C. F. McDonald Electric, Inc.
5044 Timber Creek
Houston, TX 77017

J & K Utility Services, LLC
5607 Williamson Rd.
Creedmoor, TX 78610

<u>Item No.</u>	<u>Est. Qty.</u>	<u>Units</u>	<u>Description in Words</u>	<u>Unit Price</u>	<u>Total Price</u>	<u>Unit Price</u>	<u>Total Price</u>
<u>BASE BID</u>							
<u>CENTRAL LIFT STATION</u>							
1	Lump Sum		Install a 100 kW diesel generator at the existing lift station site		\$ 96,000.00		\$ 116,373.00
<u>GILL'S BRANCH LIFT STATION</u>							
1	Lump Sum		Install a 100 kW diesel generator at the existing lift station site		\$ 80,469.00		\$ 95,103.00
TOTAL BASE BID (Item Nos. 1 & 2)					\$ 176,469.00		\$ 211,476.00
<u>ADDITIVE ALTERNATE BID ITEM</u>							
AA3	Lump Sum		Install new fencing with gates & slatting		\$35.00 per foot		\$ 13,777.00

I certify that this is correct and true to the best of my knowledge and belief
BEFCO Engineering, Inc. (F-2011)


Bradley C. Loehr P.E.
Registration No. 85501
August 6, 2018



AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

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THIS AGREEMENT is by and between City of Bastrop ("Owner") and
____ ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Central and Gill's Branch Lift Station Generators (FEMA HMGP-DR-4223, Project #046 and DR-4245, Project #011)

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

Central and Gill's Branch Lift Station Generators (FEMA HMGP-DR-4223, Project #046 and DR-4245, Project #011)

ARTICLE 3 – ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by BEFCO Engineering, Inc.
- 3.02 The Owner has retained BEFCO Engineering, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

- A. The Work will be substantially completed by January 31, 2019 as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions by January 31, 2019.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed

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and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner Two Hundred Ten & No/100 Dollars (\$210.00) for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner Two Hundred Ten & No/100 Dollars (\$210.00) for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 Special Damages

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work other than Unit Price Work, a lump sum of: See Bid Schedule.
All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.
- B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					See Bid Schedule

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment).
See Bid Schedule
- D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.
See Bid Schedule

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ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the twenty-eighth (28th) day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. Ninety (90) percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. Ninety (90) percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to One Hundred (100) percent of the Work completed, less such

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amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less Two Hundred (200) percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of Five and One-Quarter (5.25) percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. (1) No drawings of physical conditions relating to existing surface or subsurface structures at the Site were provided, and (2) No reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site were provided.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

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- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 8, inclusive).
 - 2. Performance bond (pages 1 to 3, inclusive).
 - 3. Payment bond (pages 1 to 3, inclusive).
 - 4. Other bonds.
 - a. Bid Bonds (pages 1 to 2, inclusive).
 - 5. General Conditions (pages 1 to 65, inclusive).
 - 6. Supplementary Conditions (pages -- to --, inclusive).
 - 7. Specifications as listed in the table of contents of the Project Manual.
 - 8. Drawings (not attached but incorporated by reference) consisting of _____ sheets with each sheet bearing the following general title: _____.
 - 9. Addenda (numbers __ to __, inclusive).
 - 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 3, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages __ to __, inclusive).
 - c. Affidavit of Site Visit (pages 1 to 1, inclusive).
 - d. Anti-Collusion Affidavit (pages 1 to 1, inclusive).
 - e. Statement of Bidder's Qualifications (pages 1 to 2, inclusive).
 - f. State Reciprocal Agreement (pages 1 to 1, inclusive).
 - g. Safety Record Questionnaire (pages 1 to 3, inclusive).
 - h. Conflict of Interest Questionnaire (pages 1 to 2, inclusive).
 - i. House Bill 89 Verification (pages 1 to 1, inclusive).
 - j. Chapter 2252 Certification (pages 1 to 1, inclusive).
 - 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.

- c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

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ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER: City of Bastrop

CONTRACTOR:

By: Ms. Lynda Humble

By: _____

Title: City Manager

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

1311 Chestnut St.

Bastrop, Texas 78602

License No.: _____

(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

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STAFF REPORT

MEETING DATE: August 28, 2018

AGENDA ITEM: 9F

TITLE:

Consider action to approve Ordinance No. 2018-17 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 2018; 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:

Based on our current Interest and sinking (debt service) tax rate, we have the debt capacity to take on additional debt without an increase in the current rate. This will allow the City to fund much needed projects to improve streets, bridges, sidewalks and drainage. The City's Financial Advisor has calculated this available capacity for FY2018-2019 at \$4,700,000. The list of projects to be funding from this bond issuance will be discussed during the Council budget workshops and finalized by adoption of the FY 2018-2019 budget.

The City Council passed a resolution on July 24, 2018 authorizing and directing the City Secretary to give notice of intention to issue the Certificates. The notice was published on July 26, 2018 and August 2, 2018 in *The Bastrop Advertiser*, a newspaper of general circulation in the City.

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.

Timeline of Competitive Sale:

Aug. 20 – Preliminary Official Statement distributed to the bidders

Aug. 22 – Ratings are received and published

Aug. 28 – City Council adopts an Ordinance authorizing the issuance of the Certificate of Obligation

Sept. 20 – Closing of the Bond issuance

RECOMMENDATION:

Consider action to approve Ordinance No. 2018-17 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 2018; 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 2018-17



ORDINANCE NO. 2018-17

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 2018; 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 \$4,700,000 (the "Certificates") for the purpose of paying contractual obligations incurred or to be incurred for (i) constructing, improving and upgrading the City's streets including drainage, sidewalks, right-of-way and bridge repair; 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 July 24, 2018 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 July 26, 2018 and August 2, 2018 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 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.

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 \$4,700,000 for the purpose of paying contractual obligations incurred or to be incurred for (i) constructing, improving and upgrading the City's streets including drainage, sidewalks, right-of-way and bridge repair; 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 2018", and initially there shall be issued, sold, and delivered hereunder fully registered certificates, without interest coupons, dated September 20, 2018, 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:

<u>YEAR</u>	<u>PRINCIPAL AMOUNT</u>	<u>YEAR</u>	<u>PRINCIPAL AMOUNT</u>
2019		2029	
2020		2030	
2021		2031	
2022		2032	
2023		2033	
2024		2034	
2025		2035	
2026		2036	
2027		2037	
2028		2038	

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:

<u>YEAR</u>	<u>RATE</u>	<u>YEAR</u>	<u>RATE</u>
<u>2019</u>		<u>2029</u>	
<u>2020</u>		<u>2030</u>	
<u>2021</u>		<u>2031</u>	
<u>2022</u>		<u>2032</u>	
<u>2023</u>		<u>2033</u>	
<u>2024</u>		<u>2034</u>	
<u>2025</u>		<u>2035</u>	
<u>2026</u>		<u>2036</u>	
<u>2027</u>		<u>2037</u>	
<u>2028</u>		<u>2038</u>	

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 registration 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 2018	

INTEREST RATE	DATE OF CERTIFICATE	MATURITY DATE	CUSIP NO.
	September 20, 2018		

REGISTERED OWNER:

PRINCIPAL AMOUNT: _____ **DOLLARS**

ON THE MATURITY DATE specified above, the CITY OF BASTROP, in the County of Williamson, 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 February 1, 2019 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 August 8, 2018, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$5,440,000, for the purpose of paying contractual obligations incurred or to be incurred by the City for: (i) constructing, improving and upgrading the City's streets including drainage, sidewalks, right-of-way and bridge repair; 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.

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:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rates</u>
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(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 February 1, 2019 and semiannually on each August 1 and February 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:

(1) 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;

(2) 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;

(3) 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;

(4) 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;

(5) 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;

(6) 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 1.148-1(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;

(7) 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);

(8) 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

(9) 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 net 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 2018 Certificate of Obligation Construction Fund (the "2018 Construction Fund") is hereby created and shall be established and maintained by the City at a depository bank of the City. The 2018 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 July 3, 2018 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 2018, 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 2018. 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.

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 18: 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 19: 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 20: 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 21: 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 22: 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 23: 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 24: REPEALER. All orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 25: 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 26: 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 27: 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 28. 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 29. 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:

READ and ADOPTED on final reading on the 28th day of August 2018.

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 - 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: August 28, 2018

AGENDA ITEM: 9G

TITLE:

Hold public hearing and consider action to approve Resolution No. R-2018-64 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 1006 Main Street within the city limits of Bastrop, Texas; establishing an effective date.

STAFF REPRESENTATIVES:

Allison Land, Planner and GIS Coordinator

BACKGROUND/HISTORY:

Permitted locations of alcohol sales are established by three location criteria: zoning district, frontage along specified sections of road, and proximity to churches, schools, and public hospitals. When a site is in a zone or along a frontage that allows the use, but distance to a church, school, or hospital prohibits alcohol sales, the Bastrop Code of Ordinances gives City Council the authority to approve a variance to the distance requirement. In this case, the Calvary Episcopal School now meets the threshold to be considered a private school by the Texas Alcoholic Beverage Commission (TABC) definition. The TABC definition of a private school is a privately-owned school, including parochial school, that offers a course of instruction for students in one or more grades, and has more than 100 students enrolled and attending courses at a single location. Calvary Episcopal School is offering courses to multiple grades and has been growing and adding grades. This year, enrollment has topped 100 students.

The site requesting a variance meets the separation requirements from the nearest church and public school, but the private school measurement is less than the required 300-foot separation. The location is zoned Form-Based Code – Historic Main Street character zone, which permits alcohol sales. The distance to the school is the only thing preventing this use from being allowed by right.

Existing sales may continue regardless of the change in status of the private school, until the business changes ownership. Since this address was previously Main Street Café, and is now The Pit Stop, a change in ownership has occurred and the separation requirements must be re-evaluated.

Alcohol sales currently exist in the downtown area. Anita's, Paw Paw's, and Neighbors have permits for the sale of alcohol. Council has approved variances for businesses at 1006 Main Street (previous business), 1008 Main Street, and 601 Chestnut Street Building C within the last year.

PUBLIC COMMENTS:

Notifications were mailed to 31 surrounding property owners on August 8, 2018. 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 premises requesting the variance is located at 1006 Main Street, which is within 300 feet of a private school (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.

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

- (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.

The business at this location is The Pit Stop. This is a new business in this location and does not qualify for an exemption in the above section.

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 restaurant is located in the core downtown area. It can be considered to meet several of the options listed above.

FUNDING SOURCE:

N/A

RECOMMENDATION:

Hold public hearing and consider action to approve Resolution No. R-2018-64 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 1006 Main Street within the city limits of Bastrop, Texas; establishing an effective date.

ATTACHMENTS:

- Attachment 1: Property Owner Notice including Location Map and Variance Request Letter
- Resolution



**Notice of Public Hearing
City of Bastrop
City Council**



Dear Property Owner:

The **City Council** will conduct a public hearing **Tuesday, August 28, 2018 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 4.02.004 Sale of Alcoholic Beverages, Distance of premises from a church, school, or hospital, on property located at 1006 Main St, within the city limits of Bastrop, Texas, establishing an effective date.

Owner/Applicant:	Ricky Jordan, The Pit Stop
Address:	1006 Main Street, Bastrop, TX 78602
Legal Description:	Building Block, BLOCK 8 West of Water ST, ACRES 0.1101
Vary Distance From:	Private School (Calvary Episcopal School)

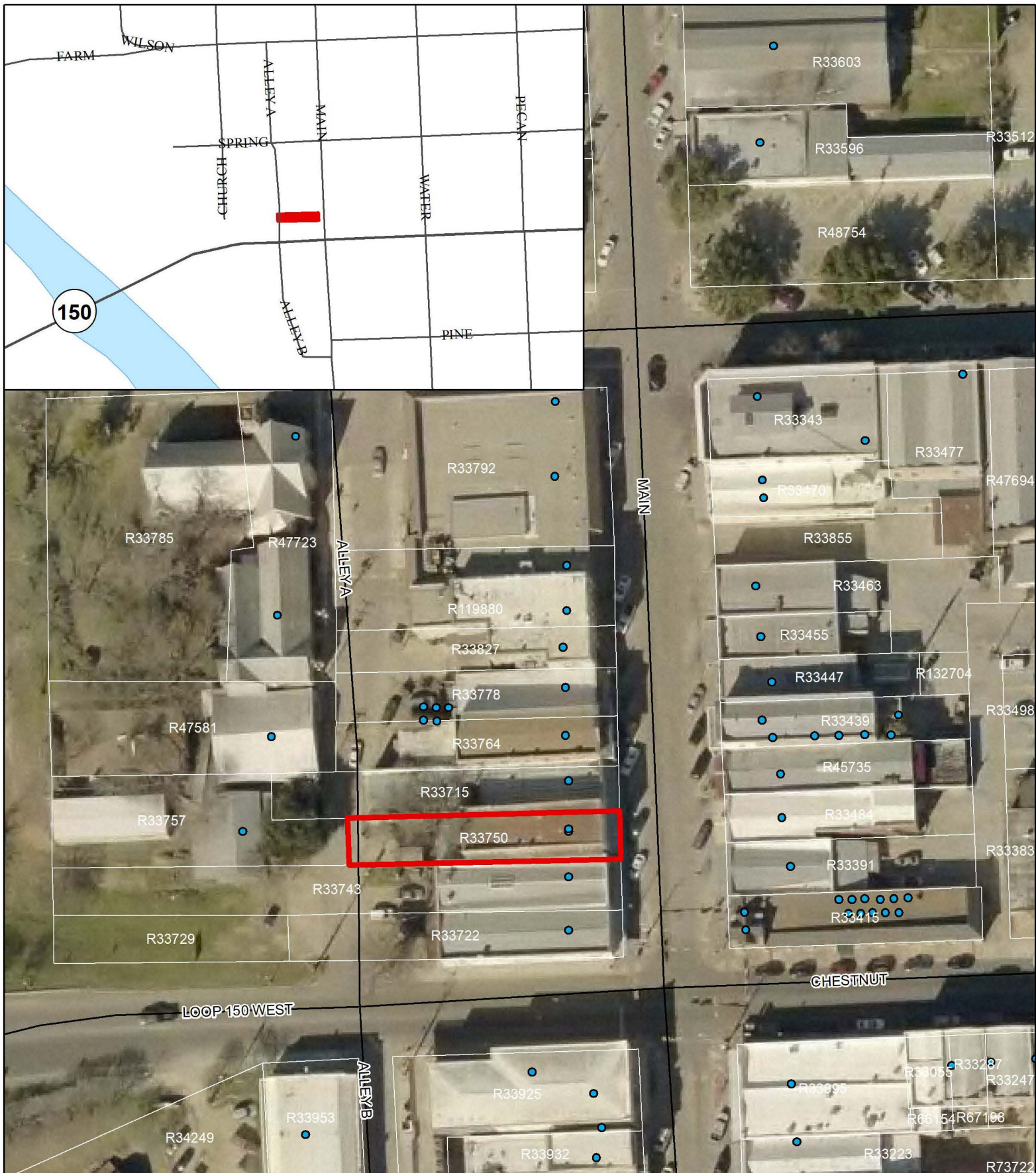
The site location map and applicant's request are attached for reference.

As a property owner within 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_S4.02.004DIPRCHSCHO

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



Location Map
Variance to Separation Requirements
1006 Main Street
The Pit Stop

1 inch = 75 feet



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 liability or responsibility for the accuracy, completeness or usefulness of any such information, nor does it represent that its use would not infringe upon privately owned rights.

Date: 08/08/2018

Dear City Council,

I am requesting a variance for the sale of alcoholic beverages at 1006 Main Street. I am planning on opening a new restaurant for our community to enjoy. Our goal is to provide the public with a place to enjoy watching their favorite sports while enjoy an alcoholic beverage and amazing food. We intend for our restaurant to be a very family oriented establishment. We will be mostly focused on serving tasty food and providing a comfortable atmosphere to the community.

Thank you,
Ricky Jordan
The Pit Stop
512-629-1597

RESOLUTION NO. R-2018-64

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 1006 MAIN STREET WITHIN THE CITY LIMITS OF BASTROP, TEXAS; ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Ricky Jordan, representing The Pit Stop, is the Applicant representing 1006 Main Street, acknowledges that the property 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, separation requirements do not apply to 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; and

WHEREAS, the Applicant represents new ownership of The Pit Stop, which is the business; 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 601 Chestnut Street #C within the Bastrop city limits.

Section 2: That this Resolution shall take effect immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 28th day of August, 2018.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Variance to Separation Requirements

Item

Sale of Alcohol within 300 feet of Church, School, or Hospital

Location Requesting Variance

- 1006 Main Street
- The Pit Stop



Changing Environment Downtown

- When calculating measurements, TABC defines private schools, including parochial schools, as:
 - Offering a course of instruction in multiple grades, and
 - Has an enrollment of over 100 students
- Calvary Episcopal School offers instruction and enrollment now exceeds 100 students

Alcohol Sales

- Must be allowed by Zoning District
- Must be in a permitted location per the Sale of Alcoholic Beverages section 4.02.011
- Must meet the Separation Requirements

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**
- City Council may grant variances to the separation requirements

Policy – Variance Approval Criteria

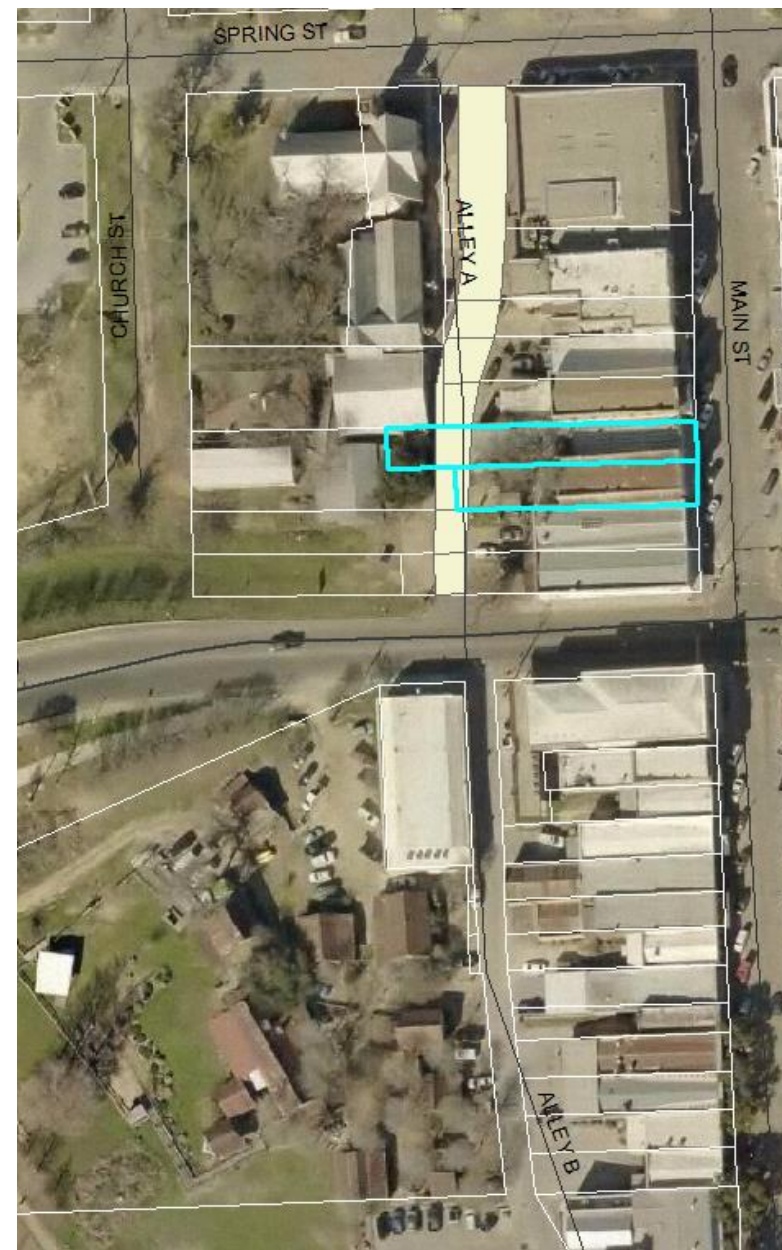
- Enforcement would create an instance that:
 - is not in the best interest of the public;
 - constitutes waste or inefficient use of land or other resources;
 - creates an undue hardship on an applicant for a license or permit;
 - does not serve its intended purpose;
 - is not effective or necessary; 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.

Variance Approval Criteria – The Pit Stop

- Location is downtown – meets zoning and permitted location requirements
- Land use is allowed in the zoning district
- Previous business was the same land use and held a variance

Recent Variances

- Bastrop Beer Co.
- Main Street Café
- Neighbor's Kitchen & Yard



Public Comments Received

In Support

- None

Against

- None

Questions?



STAFF REPORT

MEETING DATE: August 28, 2018

AGENDA ITEM: 9H

TITLE:

Conduct a Public Hearing (1st) on the Proposed Ad Valorem Tax Rate for Fiscal Year 2018-2019.

STAFF REPRESENTATIVE:

Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

The City Manager presented the proposed budget for FY 2018-2019 on August 20, 2018 that includes a proposed tax rate of \$0.564 per \$100 assessed value.

Truth-in-taxation is a concept embodied in the Texas Constitution and the Tax Code that requires local taxing units to make taxpayers aware of tax rate proposals. When a proposed tax rate exceeds the rollback rate or the effective rate, whichever is lower, the taxing unit's government body must hold two public hearings to allow the public the opportunity to express their views on the proposed tax rate.

POLICY EXPLANATION:

City staff is considering a tax rate up to \$0.5640 including an operations and maintenance (O&M) tax rate of \$0.3691 and a debt service (I&S) tax rate of \$0.1949 per \$100 in taxable value.

The effective tax rate, which is the total tax rate needed to raise the same amount of property tax revenue from the same properties in both 2017 tax year and 2018 tax year, has been calculated by City staff and certified by the Bastrop Central Appraisal District to be \$0.5534. The rollback rate, which is the maximum rate that can be applied and not be subject to a rollback petition, has been calculated by staff and certified by the Bastrop Central Appraisal District to be \$0.5809. These rates will be published in the local newspaper, the City's website, and the government access cable channel as required by State law.

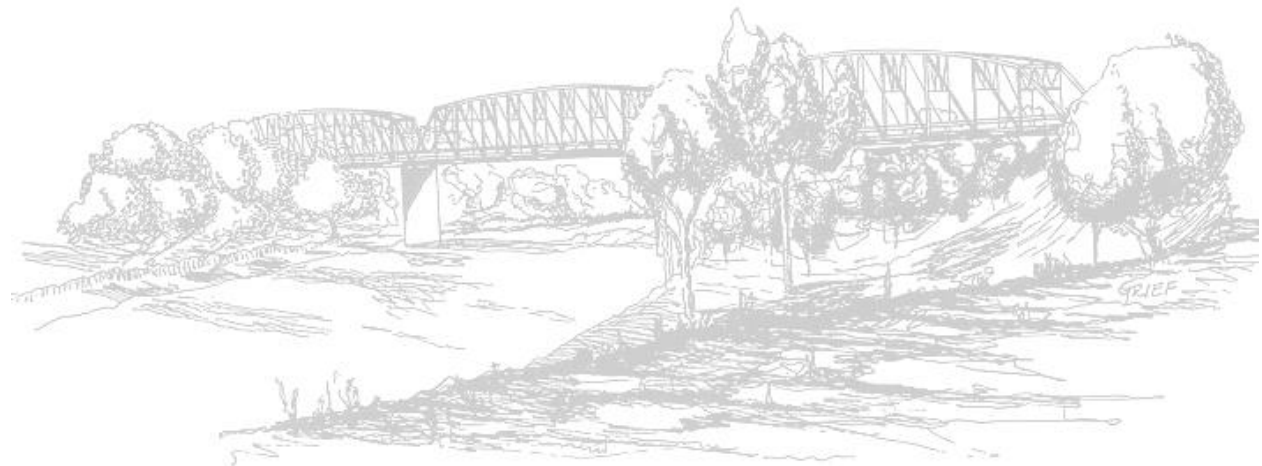
TAX RATES		
Tax Rates	FY 2017-2018	FY 2018-2019
Effective Rate	\$0.5383	\$0.5534
Rollback Rate	\$0.5733	\$0.5809
O & M Rate	\$0.3643	\$0.3691
Debt (I&S) Rate	\$0.1997	\$0.1949
Proposed Tax Rate	\$0.5640	\$0.5640

There will be a second public hearing on Tuesday, September 11, 2018 at 6:30pm. The public hearing will be held in the City Council Chambers, located in City Hall at 1311 Chestnut St. Bastrop, TX 78602.

RECOMMENDATION:

City staff recommends the City Council conduct a public hearing to allow the public the opportunity to express their views on the proposed tax rate. No official action is required after the public hearing.

AT EACH HEARING, THE GOVERNING BODY MUST ANNOUNCE THE DATE, TIME AND PLACE OF THE MEETING AT WHICH IT WILL VOTE ON THE TAX RATE. THE CITY OF BASTROP WILL VOTE ON THE TAX RATE ON SEPTEMBER 25, 2018 AT 6:30 PM AT CITY HALL, 1311 CHESTNUT STREET, BASTROP, TX 78602.



NOTICE OF 2018 TAX YEAR PROPOSED PROPERTY TAX RATE FOR CITY OF BASTROP

A tax rate of \$0.5640 per \$100 valuation has been proposed for adoption by the governing body of City of Bastrop. This rate exceeds the lower of the effective or rollback tax rate, and state law requires that two public hearings be held by the governing body before adopting the proposed tax rate.

The governing body of City of Bastrop proposes to use revenue attributable to the tax rate increase for the purpose of funding new positions and step increases for current employee's.

PROPOSED TAX RATE	\$0.5640 per \$100
PRECEDING YEAR'S TAX RATE	\$0.5640 per \$100
EFFECTIVE TAX RATE	\$0.5534 per \$100
ROLLBACK TAX RATE	\$0.5809 per \$100

The effective tax rate is the total tax rate needed to raise the same amount of property tax revenue for City of Bastrop from the same properties in both the 2017 tax year and the 2018 tax year.

The rollback tax rate is the highest tax rate that City of Bastrop may adopt before voters are entitled to petition for an election to limit the rate that may be approved to the rollback rate.

YOUR TAXES OWED UNDER ANY OF THE ABOVE RATES CAN BE CALCULATED AS
FOLLOWS:

$$\text{property tax amount} = (\text{rate}) \times (\text{taxable value of your property}) / 100$$

For assistance or detailed information about tax calculations, please contact:

Linda Harmon
Bastrop County Tax Assessor-Collector
211 Jackson St. Bastrop, TX 78602
512-581-7161
linda.harmon@co.bastrop.tx.us
www.co.bastrop.tx.us

You are urged to attend and express your views at the following public hearings on the proposed tax rate:

First Hearing: August 28, 2018 at 6:30 PM at 1311 Chestnut St. Bastrop, TX 78602.

Second Hearing: September 11, 2018 at 6:30 PM at 1311 Chestnut St. Bastrop, TX 78602.



STAFF REPORT

MEETING DATE: August 28, 2018

AGENDA ITEM: 9I

TITLE:

Consider action to approve Resolution No. R-2018-67 of the City Council of the City of Bastrop, Texas, awarding a contract for the rehabilitation of the Old Iron Bridge to Kimley-Horn, at a cost of One Hundred Ninety-Nine Thousand Seven Hundred Dollars (\$199,700.00) attached as 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, Managing Director of Public Works & Leisure Services

BACKGROUND/HISTORY:

The Old Iron Bridge was built in 1923 and was the primary route for vehicular traffic into downtown Bastrop until 1992. The bridge was given a historical designation in 1990. While pedestrian traffic on the bridge is acceptable, a 2014 structural report identified deficiencies that have necessitated the closure of the bridge during events to prevent accidental overloading.

This item is identified in the Work Plan as UE#10 (Unique Environment), which is “to develop a plan to address the structural integrity of the iconic Old Iron Bridge to protect an important part of Bastrop’s brand identity.”

On July 10, 2018, Bastrop City Council approved a list of qualified consulting firms to provide assistance with civil engineering, geotechnical engineering, hydraulic and hydrologic engineering, surveying, landscape architecture, land planning and architecture. Kimley-Horn was identified as a qualified consultant in the area of Sidewalks/Trails. Kimley-Horn will contract a comprehensive evaluation of the structure to help quantify repairs and projected costs to be used in a design phase to be performed later under a separate agreement. This evaluation will include a visual inspection, inspection and testing of coatings, structural testing and mapping, and underwater inspection to verify load rating, constructability and a conceptual opinion of probable cost.

POLICY EXPLANATION:

The City of Bastrop City Council has committed to maintaining the city’s infrastructure in the timeliest and most cost-effective way possible. The repairs on the Old Iron Bridge can no longer be ignored and must be repaired to ensure safety of the pedestrian traffic that uses the historic walkway. The City Council is granted authority to make improvements to the Old Iron Bridge by City Charter under Article III CITY COUNCIL Section 3.01 Powers and Duties (15)(exercise exclusive dominion, control and jurisdiction in, upon, over and under the public streets, avenues, sidewalks, alleys, highways, boulevards and public grounds of the City and provide for the improvement of same;)

FUNDING SOURCE:

As one of the FY 19 capital improvement projects, the repair of the Old Iron Bridge will be funded by the 2018 Certificate of Obligation Series.

RECOMMENDATION:

Consider action to approve Resolution No. R-2018-67 of the City Council of the City of Bastrop, Texas, awarding a contract for the rehabilitation of the Old Iron Bridge to Kimley-Horn, at a cost of One Hundred Ninety-Nine Thousand Seven Hundred Dollars (\$199,700.00) attached as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution
- Draft Engineering Services Agreement
- Exhibit B – Task Order No 1



RESOLUTION NO. R-2018-67

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AWARDING A CONTRACT FOR THE REHABILITATION OF THE OLD IRON BRIDGE TO KIMLEY-HORN, AT A COST OF ONE HUNDRED NINEY-NINE THOUSAND SEVEN HUNDRED DOLLARS (\$199,700.00) ATTACHED AS 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 Old Iron Bridge was built in 1923 and was the primary route for vehicular traffic in 1992; and

WHEREAS, The Old Iron Bridge was given a historical designation in 1990; and

WHEREAS, A 2014 structural report identified deficiencies that have necessitated the closure of the Bridge during events to prevent accidental overloading; and

WHEREAS, The City Council has the vision to improve Bastrop's Unique Environment to develop a plan to address the structural integrity of the iconic Old Iron Bridge to protect an important part of Bastrop's brand identity; and

WHEREAS, Evaluating the Old Iron Bridge and developing a conceptual opinion of probable cost meets that intent and is Item UE#10 in the City's Workplan; and

WHEREAS, The City of Bastrop has chosen Kimley-Horn from a list of qualified consulting firms identified by City Council on July 10, 2018.

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, for the rehabilitation of the Old Iron Bridge in the amount of one hundred ninety-nine thousand seven hundred dollars (\$199,700.00), attached as Exhibit A.

Section 2: That the City Council of the City of Bastrop has found Kimley-Horn to be a subject matter expert in the field of Sidewalks and Trails.

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 is so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 28th day of August 2018.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

ENGINEERING SERVICES AGREEMENT

This Agreement, made and entered into this, the ____ day of ____ 2018, by and between the **City of Bastrop**, Texas (hereinafter referred to as the "City") and _____, hereinafter referred to as "Engineer," is understood and agreed to be as set forth herein:

Formatted: Justified

1. Description of Services: The City, in connection with carrying out the duties of its various ordinances and permits regulating roads, driveways, drainage improvements, subdivisions, site development, and water quality, requires the services of a licensed engineer.

- (a) Engineer shall be retained by the City under the designation of "Alternate City Engineer" when the City Engineer is unavailable or has a potential conflict of interest regarding the performance of his/her duties.
- (b) Engineer agrees to review submittals and perform inspections requested by the City under appropriate ordinances of the City.
- (c) Upon City's request, Engineer will make written reports noting ordinance compliance.
- (d) Engineer shall deliver reports to Project Manager for City via mail, in person, facsimile, or other electronic means within ten (10) business days after Engineer's receipt and acceptance of request for review or inspection. If the City's specific assignment of duties for a specific project is declined by Engineer, then the City may assign said duties to another alternate engineer under contract at the City's discretion. Engineer does not have the authority to unilaterally select an alternate engineer.
- (e) Engineer may from time to time be called upon to perform the following services:
 - (1) attend meetings of the City Council, when requested by the Mayor or City Manager; and/or
 - (2) attend other public or private meetings involving review or inspection matters related to the duties performed under this Agreement.
- (f) Requests for inspection may be made by telephone or fax. Upon notification, Engineer will accept or decline the request within three (3) business days.

- (g) Requests for plan review services may be made by telephone, email or fax. Upon notification, plan document submittals will be picked up within one (1) business day or the City will have them delivered to Engineer within one (1) business day. Reviewed plans and construction documents will be returned no later than ten (10) business days.
 - (h) Engineer shall conduct business in good faith displaying professionalism and a courteous manner in dealings with the citizens of the City. Engineer agrees to abide by the Texas Engineering Practice Act and Rules as established by the Texas Board of Professional Engineers.
 - (i) Engineer will report to the City's Planning Director or assigned staff liaison, in writing, any conflicts between Engineer and any citizen in the course of performing said duties.
 - (j) Engineer shall maintain complete and accurate records of work performed for the City. Engineer shall manage both public and confidential records that Engineer obtains pursuant to this Agreement with the understanding that some records may be subject to state open government laws. Engineer shall comply with the City's public information policies.
2. **Payment for Services:** The City will employ the Engineer in accordance with the Fee Schedule attached in incorporated herein as Exhibit "A" and according to the Task Order attached and incorporated herein as Exhibit "B". Engineer shall invoice City monthly for services performed. Invoice shall include a description of the project and type of work performed.
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 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 Engineer 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 Engineer.
7. **Employees:** Engineer 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, Engineer shall provide adequate evidence that such persons are Engineer's employees.

- 8. Injuries/Insurance:** Engineer acknowledges his/her obligation to obtain appropriate insurance coverage for the benefit of Engineer's employees, if any. Engineer waives the rights to recovery from City for any injuries that Engineer and/or Engineer's employees may sustain while performing services under this Agreement. Engineer to provide a copy of insurance coverage to City at least ten (10) days prior to end of any existing coverage period.
- 9. Indemnification:** Engineer 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 Engineer, Engineer's employees, if any, and Engineer's agents, [subject to the limitations in Texas Local Government Code Section 271.904.](#)
- 10. Assignment:** Engineer'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.
- 11. 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:

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

For the Alternate Engineer Two:

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.

- 12. 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.
- 13. Amendment:** This agreement may be modified or amended only if the amendment is made in writing and is signed by both parties.
- 14. 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.

15. 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.

16. Applicable Law: The laws of the State of Texas shall govern this Agreement.

17. Venue: The venue for any and all legal disputes arising under this Agreement shall be **Bastrop County, Texas**.

CITY OF BASTROP:

Lynda Humble, City Manager

, P.E.

Date

Date

ATTEST:

Ann Franklin, City Secretary

ERS

Sample Draft Engineering Agreement

7/5/18

Attachment “A”
Fee Schedule

ERS

Sample Draft Engineering Agreement

7/5/18

Exhibit "B"
Task Order

EXHIBIT “B”
TASK ORDER No. 1
REHABILITATION EVALUATION
FOR THE
CHESTNUT STREET (S.H. 150) PEDESTRIAN BRIDGE
OVER THE COLORADO RIVER
IN
BASTROP, TEXAS

PROJECT DESCRIPTION AND UNDERSTANDING

The City of Bastrop (City) is proposing to contract with Kimley-Horn (Consultant) to rehabilitate the Colorado River pedestrian bridge crossing along Chestnut Street (S.H. 150). The first phase of the project is to perform a comprehensive “arm’s length” evaluation of the structure that will help quantify repairs and projected costs to be used in a design phase performed later under a separate agreement. The bridge is a three-span steel truss bridge (identical Parker through trusses) with reinforced concrete bents. Each truss span is approximately 192 feet long and the total bridge length is approximately 1,285 feet long inclusive of the approach spans consisting of cast-in-place concrete beams and slab. The top slab of the bridge is not visible due to an asphalt overlay. The bridge is currently closed to vehicular traffic and excessive pedestrian loads. According to existing reports, the bridge in its current condition can support a pedestrian live load of 85 pounds per square foot maximum. Two of the tower bents fall within the banks (below the water surface elevation) of the Colorado River. Therefore, an underwater inspection will be performed on these bents and foundations. Due to the age of the existing coating system on the truss spans, coating adhesion testing will be performed as well as heavy metal testing on both the structure and surrounding soil at the abutments. Consultant is in possession of a previous heavy metal sampling report. However, these results and level of reporting are not commensurate with the information required for this evaluation.

SCOPE OF SERVICES

I. Research and Evaluation of Existing Information

A. Research

Consultant understands that the bridge is not currently a National Bridge Inventory (NBI) structure and the City is not in possession of any historical record drawings or inspection reports (BRINSAP TxDOT reports). Consultant will research the availability of these and any other relevant reports through TxDOT and other agencies such as the Texas Historical Commission (THC).

B. Evaluation of Existing Information

Consultant is in possession of the following information provided by the City:

1. In-Depth Bridge Inspection Report – 01/27/2014
2. Load Rating Report – 03/11/2014.
3. Coatings Inspection Report – 03/23/2011.
4. Truss Rehabilitation Cost Estimate – 05/01/2014.
5. Underwater Bridge Inspection Report – 03/25/2014

II. Field Investigation

Consultant will conduct a hands-on field investigation and inspection of the structure for collecting data and quantifying information to be used for a repair/rehabilitation design. A hands-on inspection is defined as an inspection within arm's length that is close enough to touch, test, and measure. This may include visual and other nondestructive evaluation methods. Limits of the investigation include the three truss spans (and associated substructure down to ground level), and both approach spans (and associated substructure down to ground level).

Access to the structure is difficult. Conventional snooper-type equipment that is designed to access the underside from a bridge deck cannot be used. There is not a way to access underneath the truss staging from the other bridge because the snooper equipment requires the weight of the basket and booms to be beneath it because of their counterweight systems in the truck chassis. As a result, if snoopers were deployed from the adjacent bridge, they could only rotate the platform 5° - 10° towards the truss before limit switches would shut it down. Barge access and scaffolding would also be impractical. Therefore, the most efficient way to perform the field investigation to reach the underside of the bridge is by rope access and manlifts. Rope access operations will be performed under the supervision of a qualified SPRAT-certified (Society of Professional Rope Access Technicians) subconsultant.

A. Visual Inspection

Consultant will perform a visual inspection of the structure using the equipment identified above. Observations will be documented through photographs and measurements as necessary.

B. Coatings Inspection and Testing

The paint coating on the three truss spans will be evaluated and tested. Adhesion tests will be performed as well as testing for heavy metals. Heavy metals testing will include:

1. Collect 8 coating samples for RCRA 8 heavy metals testing.

2. Collect 8 soil samples under the steel bridge drip line for Lead heavy metal testing.
3. Collect 1 soil sample on the river bank on each side of the river for Lead heavy metal testing.

C. Structural Testing and Mapping

1. Additional testing will be performed on the structure to measure coating thickness, material thickness, and material integrity and may include magnetic particle testing, ultrasonic thickness testing, liquid penetrant testing, Schmidt Hammer testing, and sounding. Inspection of riveted connections on the trusses will consist of a visual evaluation and sounding.
2. Locations of defects such as cracks, spalls, loss of section, delamination, fracture critical distress, and other structural distress will be quantified, catalogued, and mapped for use in developing design rehabilitation plans. The information for each defect will include:
 - The type of defect
 - Location of the defect on the structure (Component Identification)
 - Position of the defect on the component
 - Size of the defect
 - Method of repair for the defect

C. Underwater Inspection

Through a subconsultant, Consultant will perform an underwater inspection on all submerged substructure units to verify existing conditions and assess needed repairs below the waterline in accordance with the FHWA-NHI-10-027 Underwater Bridge Inspection and the ASCE Manual of Practice 101 – Underwater Investigation Standard Practice Manual. Limits of the underwater investigation shall be from the mudline to the Mean High-Water elevation. The inspection is intended to detect any damage, scour, or deterioration as well as provide data to help determine and validate load ratings. Based on a cursory review of the last inspection performed in 2014, cleaning of elements for inspection purposes is expected to be minimal. Therefore, a combination of a Level I and Level II inspection is anticipated as defined below. Commercial diving operations shall be conducted in accordance with the Occupational Safety and Health Administration's (OSHA) Commercial Diving Operations and the Association of Diving Contractors International's (ADC) Consensus Standards for Commercial Diving and Underwater Operations, 6th Edition.

The ASCE Manual of Practice 101 Underwater Investigation Standard Practice Manual, U.S. Navy Diving Manual and other sources define levels of effort used for underwater inspections.

1. Level I is a close visual or tactile (where visibility is limited) inspection. Often referred to as a "swim-by" inspection it is detailed enough to detect

major damage or deterioration and confirms the continuity of the full length of all members.

2. Level II is a detailed inspection that requires removal of marine growth from sample areas of the substructure. The inspection also focuses on potential problem areas such as attachment points and welds. The intent is to detect and identify damaged or deteriorated areas that may be hidden by marine growth.
3. Level III (NOT USED) is a detailed inspection that includes more thorough cleaning of marine growth, nondestructive testing and partially destructive testing such as coring.

The underwater inspection is understood to include complete documentation of defects and sufficient information to prepare contract bid documents. The information required for each defect shall include:

- The type of defect
- Location of the defect on the structure (Component Identification, i.e. Pile Identification, Position on Bulkhead)
- Position of the defect on the component (Face of Pile, Depth from MHHW elevation or Distance above the mudline)
- Size of the defect
- Method of repair for the defect

III. Deliverables (Inspection Report)

A. Load Rating Verification

A preliminary load rating analysis will be performed to validate the current capacity of the structure and will be used as a baseline for structural repair recommendations.

B. Evaluation Matrix

Each of the observations catalogued from the field investigation will be identified in an evaluation matrix. This matrix will include evaluation criteria, developed with input from the City, and a relative scoring index to help prioritize desired repairs for budget consideration. Criteria will be established based on public safety, preservation, visibility, future maintenance, and other factors the City may have in mind. Once the criteria are established and scoring indexes assigned, the Consultant will meet with the City to present the preliminary list of priorities. The outcome of that meeting will be a final prioritized list of required repairs.

C. Constructability Review

The Consultant will evaluate potential access, means, and methods for repair as well as engage subject matter experts, including local contractors experienced with similar work, in determining the constructability of proposed repairs. This input will be utilized to develop and refine conceptual construction costs and contingencies identified in Task "C" below.

D. Conceptual Opinion of Probable Cost

Once the Evaluation and Constructability Review has been performed, the Consultant will develop a conceptual opinion of probable cost.

E. Final report

Based on the City's selected repairs, the Consultant will develop a final report summarizing the above findings and recommendations.

IV. Exclusions

The scope of services identified herein specifically excludes the following items:

- A. Consultant correcting any deficiencies found in any data provided by others (except for Consultant's own subconsultants). Consultant has the right to rely on information provided.
- B. Traffic Control for lanes closures. It is assumed that the Consultant will coordinate with the City for lane closures and the City will provide all traffic control related to this work.
- C. Engineering services for design, repair, or rehabilitation.
- D. Topographic Survey.
- E. Attendance at or preparation for public meetings.
- F. Biological, Archeological, or Threatened and Endangered Species Evaluation.
- G. Level III underwater inspection.

V. Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates.

VI. Responsibility of the City

- A. Provide all record information including but not limited to drawings, reports, photographs, and any other information relevant to the scope of services herein.
- B. Traffic control and lane closures.
- C. Inform Consultant of any information that may impact Consultant's means or methods during such time Consultant is on site.

VII. Fees

- A. Proposed fees for this fee scope will be distributed as follows:

I.	Research and Evaluation	\$9,600
II.	Field Investigation	\$129,100
III.	Deliverables (Inspection Report)	\$61,000
Total Fee (Lump Sum)		\$199,700



STAFF REPORT

MEETING DATE: August 28, 2018

AGENDA ITEM: 9J

TITLE:

Consider action to approve Resolution No. R-2018-70 of the City Council of the City of Bastrop, Texas, approving three task orders for the design of Wastewater Treatment Plant #3 and related collection system improvements for Five Million Nine-Hundred Sixty-Four Thousand Three Hundred Twenty-Nine and 00/100 Dollars (\$5,964,329.00), Public Relations related to the design and construction of Wastewater Treatment Plant #3 for Eighty-Five Thousand and 00/100 Dollars (\$85,000) and a final task order for general engineering services not to exceed Ten Thousand and 00/100 Dollars (\$10,000) to KSA Engineers in the total amount of Six Million Fifty Nine Thousand Three Hundred Twenty-Nine Dollars and No Cents, (\$6,059,329.00) attached as 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, Managing Director of Public Works & Leisure Services

BACKGROUND/HISTORY:

On July 10, 2018, Bastrop City Council approved a list of qualified consulting firms to provide assistance with civil engineering, geotechnical engineering, hydraulic and hydrologic engineering, surveying, landscape architecture, land planning and architecture. KSA was identified as a qualified consultant in the area of Civil Engineering regarding a wastewater treatment plant.

This item is identified in the Work Plan as CS#15 (Community Safety), which is “to design and build Wastewater Treatment Plant #3.” Wastewater Treatment plant # 3 will replace Wastewater Treatment plants # 1 & # 2 which are in such a state of disrepair that it is no longer fiscally responsible to repair the plants on the existing site. In December of 2017 Texas Tank Service performed a metal thickness test on plant # 2 revealing as much as 87% metal loss in various areas. Plants # 1 & # 2 lack the redundancy needed to make repairs, however the new plant will be built with two trains that will allow for annual maintenance extending the life of the plant and providing the efficiency opportunity of one large regional wastewater treatment facility.

The proposed construction work will be divided into four proposed construction projects:

- Contract A – the new Wastewater Treatment Plant No. 3 consisting of all work on the new plant and plant outfall line.
- Contract B – A new Transfer Lift Station and Force Main associated with transporting wastewater from the existing plants to the new Plant No. 3.
- Contract C – Westside Collector and Interceptor Sewers west of the Colorado River
- Contract D – Decommissioning of Plant No. 1 and Plant No. 2

The projects estimated completion date is September 2021.

POLICY EXPLANATION:

Chapter 217 of the Texas Administrative code requires the design for a new wastewater treatment plant begin when the existing plant capacity reaches 75% and construction of a new plant begin at 90% capacity of the existing plant. Currently the existing plants are at 68% and will reach 90% by 2021.

FUNDING SOURCE:

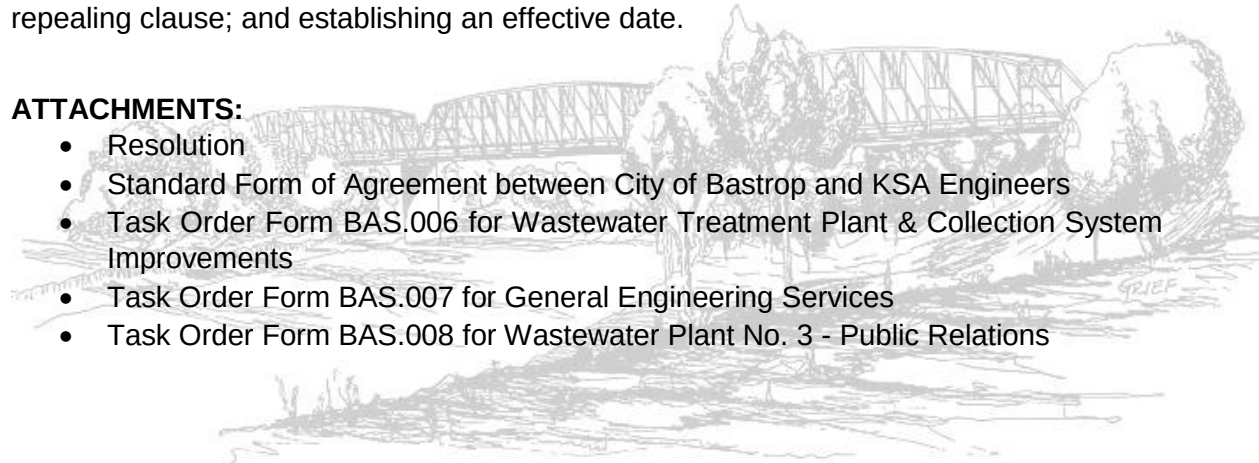
Water & Wastewater Revenue Bonds will be issued to pay for the needed improvements.

RECOMMENDATION:

Consider action to approve Resolution No. R-2018-70 of the City Council of the City of Bastrop, Texas, approving three task orders for the design of Wastewater Treatment Plant #3 and related collection system improvements for Five Million Nine-Hundred Sixty-Four Thousand Three Hundred Twenty-Nine and 00/100 Dollars (\$5,964,329.00), Public Relations related to the design and construction of Wastewater Treatment Plant #3 for Eighty-Five Thousand and 00/100 Dollars (\$85,000) and a final task order for general engineering services not to exceed Ten Thousand and 00/100 Dollars (\$10,000) to KSA Engineers in the total amount of Six Million Fifty Nine Thousand Three Hundred Twenty-Nine Dollars and No Cents, (\$6,059,329.00) attached as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution
- Standard Form of Agreement between City of Bastrop and KSA Engineers
- Task Order Form BAS.006 for Wastewater Treatment Plant & Collection System Improvements
- Task Order Form BAS.007 for General Engineering Services
- Task Order Form BAS.008 for Wastewater Plant No. 3 - Public Relations



RESOLUTION NO. R-2018-70

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THREE TASK ORDERS FOR THE DESIGN OF WASTEWATER TREATMENT PLANT #3 AND RELATED COLLECTION SYSTEM IMPROVEMENTS FOR FIVE MILLION NINE-HUNDRED SIXTY-FOUR THOUSAND THREE HUNDRED TWENTY-NINE AND 00/100 DOLLARS (\$5,964,329.00), PUBLIC RELATIONS RELATED TO THE DESIGN AND CONSTRUCTION OF WASTEWATER TREATMENT PLANT #3 FOR EIGHTY-FIVE THOUSAND AND 00/100 DOLLARS (\$85,000) AND A FINAL TASK ORDER FOR GENERAL ENGINEERING SERVICES NOT TO EXCEED TEN THOUSAND AND 00/100 DOLLARS (\$10,000) TO KSA ENGINEERS IN THE TOTAL AMOUNT OF SIX MILLION FIFTY NINE THOUSAND THREE HUNDRED TWENTY-NINE DOLLARS AND NO CENTS, (\$6,059,329.00) ATTACHED AS 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 projected growth of the City of Bastrop will soon result in wastewater flow rates that will exceed the capacity of the City's current wastewater collection system and treatment facilities; and

WHEREAS, The City Council has the vision to improve Bastrop's Community Safety by building Wastewater Treatment Plant No. 3; and

WHEREAS, Engaging KSA Engineers to design and construct Wastewater Treatment Plant No. 3 meets that intent and is Item CS#15 in the City's Workplan; and

WHEREAS, The City of Bastrop has chosen KSA Engineers from a list of qualified consulting firms identified by City Council on July 10, 2018.

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 three task orders for the design of wastewater treatment plant #3 and related collection system improvements for \$5,964,329 dollars, Public Relations related to the design and construction of wastewater treatment plant #3 for \$85,000 dollars and a final task order for general engineering services not to exceed \$10,000 dollars to KSA Engineers in the amount of six million fifty nine thousand three hundred twenty-nine dollars and no cents, (\$6,059,329.00)

Section 2: That the City Council of the City of Bastrop has found KSA Engineers to be a subject matter expert in the field of Wastewater Treatment Plants.

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 is so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 28th day of August, 2018.

APPROVED

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

TASK ORDER FORM

This is Task Order No. BAS.006,
consisting of 5 pages,
dated _____.

KSA Project Number: BAS.006

Owner Project (or Purchase Order) Number:

Project Name: Wastewater Treatment Plant & Collection System Improvements

In accordance with paragraph 1.01 of the Standard Form of Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated _____ ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

- A. Owner: City of Bastrop, Texas
- B. Title: Wastewater Treatment Plant & Collection System Improvements
- C. Description: Construct a new Wastewater Treatment Plant (No. 3) to replace the City's two existing plants (Plant No's. 1 and 2). A new lift station and force main will divert wastewater from Plant No. 1 and No. 2 to Plant No. 3. New interceptor sewers will also be constructed to meet the future wastewater service needs of the City. Project scope is defined in Attachment A.
- D. Number of Construction Contracts: 4

2. Services of Engineer

- A. Provide the services in Exhibit A – Schedule of Engineer's Services as outlined below:
 - a. *Study and Report Phase:*
Engineer shall provide the services outlined in Paragraph A1.01 of the Agreement.
 - b. *Preliminary Design Phase:*
Engineer shall provide the services outlined in Paragraph A1.02 of the Agreement.
 - c. *Final Design Phase:*
Engineer shall provide the services outlined in Paragraph A1.03 of the Agreement.
 - d. *Bidding or Negotiating Phase:*
Engineer shall provide the services outlined in Paragraph A1.04 of the Agreement.
 - e. *Construction Phase:*
Engineer shall provide the services outlined in Paragraph A1.05 of the Agreement.
 - f. *Commissioning Phase (or Operational Phase):*
Engineer shall provide the services outlined in Paragraph A1.06 of the Agreement.

- B. Additional Services of ENGINEER: As noted below, the ENGINEER is hereby authorized to perform the following additional services as outlined in Exhibit A – Paragraphs 2.01 and 2.02:

Included	Excluded		
☒	☐	a.	Design Survey
☐	☒	b.	Grant or Loan Application
☒	☐	c.	Storm Water Pollution Prevention Plan
☐	☒	d.	Environmental Assessment
☐	☒	e.	Environmental Information Document
☒	☐	f.	Resident Project Representative Services
☒	☐	g.	Construction Survey (Baselines and Benchmarks)
☒	☐	h.	Geotechnical Investigation
☒	☐	i.	Materials Testing
☒	☐	j.	Analytical Testing
☒	☐	k.	Reimbursable Expenses (Mileage, Printing, Postage & etc.)
☒	☐	l.	Easement or Boundary Surveys
☒	☐	m.	Easement or Boundary Descriptions
☐	☒	n.	Land Acquisition Services
☒	☐	o.	TxDOT Utility Installation Request Applications
☒	☐	p.	Operation and Maintenance Manual
☐	☒	q.	Other: ROW Acquisitions
☐	☒	r.	Other: Legal Counsel
☐	☒	s.	Other: Grant and/or Financial Application
☐	☒	t.	Other: Wetlands Mitigation
☐	☒	u.	Other: In-depth Archaeological Investigations
☐	☒	v.	Other: USACE Individual 404 Permitting
☐	☒	w.	Other: Membrane Technology Repair
☒	☐	v.	Other: Subsurface Utility Engineering

3. **Owner's Responsibilities**

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B, except as modified by this Task Order.

4. **Times for Rendering Services**

The project schedule is included as Attachment C.

5. **Payments to Engineer**

Owner shall pay Engineer for services rendered as included in Attachment B.

6. Hourly Rates and Reimbursable Expenses Schedule

Rates for hourly work and reimbursable expenses effective on the date of this Agreement are:

Principal	\$225.00/hour
Senior Environmental Planner	\$210.00/hour
Environmental Planner	\$160.00/hour
Senior Aviation Planner	\$190.00/hour
Aviation Planner	\$150.00/hour
Senior Urban Design Planner	\$200.00/hour
Urban Design Planner	\$175.00/hour
Development Services Manager	\$185.00/hour
Electrical Engineer	\$195.00/hour
Mechanical Engineer	\$160.00/hour
Senior Project Manager	\$185.00/hour
Project Manager	\$165.00/hour
Senior Project Engineer	\$155.00/hour
Project Engineer	\$120.00/hour
Senior Design Engineer	\$110.00/hour
Design Engineer	\$105.00/hour
Senior Project Architect	\$155.00/hour
Project Architect	\$130.00/hour
Design Architect	\$100.00/hour
GIS Specialist	\$140.00/hour
Senior Engineering Technician	\$120.00/hour
Engineering Technician	\$ 95.00/hour
Senior Design Technician	\$100.00/hour
Design Technician	\$ 85.00/hour
Safety Specialist	\$ 80.00/hour
Project Assistant	\$ 75.00/hour
Senior CAD Technician	\$ 85.00/hour
CAD Technician	\$ 75.00/hour
Senior Project Representative	\$ 85.00/hour
Senior Project Representative - After Hours	\$105.00/hour
Project Representative	\$ 80.00/hour
Project Representative - After Hours	\$100.00/hour
Director of Marketing	\$168.00/hour
Content Generation Specialist	\$ 67.00/hour
Graphic Designer	\$ 60.00/hour
Administrative Assistant	\$ 55.00/hour
Secretary	\$ 45.00/hour
Three-Man Survey Crew	\$165.00/hour
Two-Man Survey Crew	\$135.00/hour
Senior Registered Surveyor	\$135.00/hour
Registered Surveyor	\$110.00/hour
Survey Technician	\$ 90.00/hour
Mileage	\$ 0.58/mile
ATV (4-Wheeler)	\$100.00/day
GPS	\$100.00/day

Reimbursable Expenses (Air Travel, Lodging,

Copies, Printing)

Actual Cost

Outside Consultants

Cost + 15%

NOTE: The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually as of January to reflect equitable changes in the compensation payable to Engineer.

7. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____.

OWNER: City of Bastrop, Texas

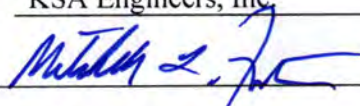
By: _____

Name: Lynda Humble

Title: City Manager

Date Signed: _____

ENGINEER: KSA Engineers, Inc.

By: 

Name: Mitchell L. Fortner, P.E.

Title: President

Date Signed: 6-7-2018

Engineer License or Firm's
Certificate No. F-1356

State of: Texas

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Name: Trey Job

Title: Director of Public Works

Address: P O Box 427

Bastrop, TX 78602

E-Mail Address: tjob@cityofbastrop.org

Phone: 512.332.8840

Fax: 512.332.8849

DESIGNATED REPRESENTATIVE FOR TASK
ORDER:

Name: Bob Lane, P.E.

Title: Office Principal, Senior Project
Manager

Address: 4833 Spicewood Springs Road

Suite 204

Austin, TX 78759

E-Mail Address: blane@@ksaeng.com

Phone: 512.342.6868

Fax: 888.224.9418

ATTACHMENT A

SCOPE OF SERVICES

CITY OF BASTROP WASTEWATER TREATMENT AND COLLECTION SYSTEM IMPROVEMENTS

Project Description

The projected growth of the City of Bastrop will soon result in wastewater flow rates that will exceed the capacity of the City's wastewater collection system and treatment facilities. To meet this demand, the City will construct a new Wastewater Treatment Plant (No. 3) to replace the City's two existing plants (Plant No's. 1 and 2). A new lift station and force main will divert wastewater from Plant No. 1 and No. 2 to Plant No. 3. New interceptor sewers will also be constructed to meet the future wastewater service needs of the City.

The proposed construction work will be divided into four proposed construction projects:

- **Contract A:** The new Wastewater Treatment Plant No. 3 consisting of all work on the new plant site and the plant outfall line
- **Contract B:** A new Transfer Lift Station and Force Main associated with transporting wastewater from the existing plants to the new Plant No. 3 (See Figure 1)
- **Contract C:** Westside Collector and Interceptor Sewers west of the Colorado River (See Figure 2)
- **Contract D:** Decommissioning of Plant No. 1 and Plant No. 2

Contract A – Wastewater Treatment Plant No. 3 (2.0 mgd)

1. Preliminary Planning Phase
 - a. Review existing discharge permit for Plant No. 3;
 - b. Review permit application submitted previously in support of the existing permit;
 - c. Meet with city staff and outside legal counsel to develop a course of action regarding the scope of any amendments needed to the existing permit;
 - d. Prepare technical information, if required, to file a permit amendment application;
 - e. Assist legal counsel with submission of permit amendment application;
 - f. Review and respond to TCEQ comments regarding the permitting process;
 - g. Recommend expedited completion of portions of the Study and Report, if needed, to comply with TCEQ requirements;
 - h. Arrange on-site tours of existing treatment plants;
 - i. Procure preliminary design surveying services
2. Study and Report Phase
 - a. Gather existing plant flow and water quality data from both plants:
 - 1) Historical daily and peak flow rates;
 - 2) Historical influent quality records;

- 3) Historical effluent quality records;
- 4) Historical self-reporting data;
- 5) Land use planning;
- 6) Populations for the city and surrounding area.
- b. Gather historical operating costs:
 - 1) Power
 - 2) Chemicals
 - 3) Labor
- c. Meet with plant operators to understand existing challenges with current treatment facilities and preferences regarding treatment equipment.
- d. Evaluate two treatment schemes for the new plant based around the following activated sludge processes:
 - 1) Oxidation Ditch
 - 2) Sequencing Batch Reactor
- e. Evaluate the impact of the treatment process on the discharge permitting;
- f. Evaluate two sludge treatment and dewatering schemes based around the following processes:
 - 1) Aerobic Digestion with Centrifuge
 - 2) Aerobic Digestion with Belt Press
- g. Evaluate need for supplemental nutrient removal (P and N):
 - 1) Determine requirements for initial and future effluent permit limits based upon information available from TCEQ;
 - 2) Develop biological and chemical processes for nutrient removal, as needed
- h. Evaluate specific vendors of equipment for inclusion as approved suppliers for the project
- i. Evaluate alternative odor control technologies for all treatment units using plate covers;
- j. Evaluate alternative emergency power options;
- k. Evaluate SCADA strategies and equipment;
- l. Procure a sub consultant to inspect the project site and prepare a cultural resources report for the Texas Historical Commission;
- m. Procure a sub consultant to inspect the project site and determine the need for appropriate USACE permits related to wetland (Individual or 404 permits are not included in the scope);
- n. Prepare Opinions of Probable Cost for construction and operation of all alternatives;
- o. Prepare Summary Report with recommendations regarding:
 - 1) Proposed treatment units
 - 2) Hydraulic gradient through plant
 - 3) Odor control measures
 - 4) Construction and operating cost budgets
 - 5) Plant staffing
 - 6) Emergency power
 - 7) SCADA
 - 8) Construction Schedule
 - 9) Location of future treatment units

- 10) Plant expandability
 - p. Provide design concepts for landscaping at the plant site
 - q. Review report and recommendations with City staff and revise final report for presentation to City staff and Council.
 - r. Provide wetlands investigation of plant site
 - s. Provide cultural resources investigation of plant site
- 3. Preliminary Design Phase
 - a. Complete topographic survey of proposed plant site;
 - b. Prepare layout of proposed treatment facilities;
 - c. Procure services of geotechnical firm to provide soil borings and engineering recommendations for treatment unit foundations, building foundations and pavements;
 - d. Develop preliminary (30%) drawings and specifications identifying:
 - 1) Layout of proposed treatment units;
 - 2) Hydraulic gradient through the plant;
 - 3) Capacities and preliminary specifications for treatment units and equipment;
 - 4) Electrical service requirements;
 - 5) Preliminary Process & Instrumentation (P&I) diagrams;
 - 6) Preliminary routing and profiles for plant piping;
 - 7) Preliminary building layouts;
 - e. Review 30% drawings and specifications with the city staff;
 - f. Submit application, if necessary, for USACE Nationwide Permit for installation of the plant outfall pipe. Review and respond to USACE comments;
 - g. Prepare Preliminary Design Phase Opinion of Probable Costs for the project.
- 4. Final Design Phase
 - a. Prepare 60% drawings and specifications based upon approved Preliminary Design documents. These would include:
 - 1) Adjusted layout of proposed treatment units;
 - 2) Final hydraulic gradient;
 - 3) Unit electrical requirements;
 - 4) Complete specifications for all treatment equipment, piping, structural materials and electrical equipment;
 - 5) Complete P&I diagrams along with one-line electrical drawings;
 - 6) Complete SCADA equipment specifications and functions;
 - 7) Geotechnical recommendations;
 - 8) Preliminary landscaping design;
 - 9) Preliminary building design.
 - b. Review 60% drawings and specifications with the City staff;
 - c. Revise the project budgets in accordance with 60% plans and specifications;
 - d. Prepare site specific stormwater pollution prevention plan for Plant 3;
 - e. Procure final design phase surveying services;

- f. Prepare 90% drawings and specifications to include City comments on 60% documents. These will include finalized construction documents for all components of the proposed plant;
 - g. Review the 90% drawings and specifications with the city staff, make necessary changes and provide sealed documents ready for bidding;
 - h. Procure services of Texas Accessibility specialist for review and conformance with Texas Accessibility standards;
 - i. Provide Opinion of Probable Construction Cost for the project based upon final design;
 - j. Prepare a final construction schedule;
 - k. Submit summary transmittal documentation to TCEQ and provide Final Design Drawings and specifications to the TCEQ for review and approval upon TCEQ request. Review and respond to TCEQ comments.
5. Bidding Phase
- a. Develop bidding schedule;
 - b. Post and distribute plans and specifications electronically on www.civcastusa.com;
 - c. Schedule and conduct pre-bid conference;
 - d. Respond to bidder's questions;
 - e. Issue addenda as necessary;
 - f. Tabulate bids and provide a bid summary to the City staff and Council.
6. Construction Phase
- a. Assemble copies of contract documents for execution by the contractor and Owner;
 - b. Print and distribute hard copies of construction plans and specifications to Contractor;
 - c. Make periodic site visits to construction site to insure general conformance with contract documents;
 - d. Schedule and conduct monthly progress meetings with Owner and Contractor;
 - e. Provide the services of a full-time Project Representative to observe construction;
 - f. Provide construction survey control points;
 - g. Procure an independent testing lab for material testing;
 - h. Review shop drawings;
 - i. Review monthly contractor pay requests;
 - j. Complete pre-final and final punch lists;
 - k. Prepare an Operations and Maintenance Manual for use by the plant operators.
7. Post Construction Phase
- a. Coordinate with the contractor for the startup and commissioning of all treatment systems;
 - b. Coordinate vendor training of plant operators on the operation of the treatment facilities;
 - c. Procure services of Texas Accessibility specialist for site inspection for conformance with Texas Accessibility standards;
 - d. Conduct one-year warranty inspection and assist with warranty issues;

- e. Monitor plant performance for a period of 24 months following final completion and make recommendations regarding any changes needed in plant operations.

Contract B - Transfer Lift Station and Force Main

1. Preliminary Planning Phase
 - a. Renew TCEQ Permits for Plant No. 1 and No. 2;
 - b. Evaluate Lift Station site options and Force Main routing alternatives.
2. Study and Report Phase
 - a. Review flow records of Wastewater Treatment Plants 1 and 2;
 - b. Evaluate future flow conditions at existing plant sites considering the construction of planned interceptor sewers to serve Plant No. 3 directly. Evaluate lift station pump and force main capacity requirements;
 - c. Make recommendations for lift station sizing and pipeline diameter;
 - d. Make recommendations regarding lift station site and force main routing;
 - e. Provide right-of-way map for proposed easements for City use;
 - f. Prepare report of findings to include recommendation, Preliminary Opinion of Probable Construction Cost and construction schedule.
 - g. Procure a sub consultant to inspect the project sites and prepare a cultural resources report for the Texas Historical Commission.
 - h. Procure a sub consultant to inspect the project site and determine the need for appropriate USACE permits related to wetland (Individual or 404 permits are not included in the scope);
 - i. Prepare, if necessary, USACE Nationwide Permit for project.
3. Preliminary Design Phase
 - a. Provide alignment and topographic survey for proposed force main and lift station site;
 - b. Prepare easement-related surveying and metes and bounds descriptions for land acquisition by others;
 - c. Procure services of geotechnical firm to provide soil borings and engineering recommendations for pipeline construction and lift station foundations;
 - d. Develop preliminary (30%) drawings and specifications identifying:
 - 1) Pipeline routing and profiles;
 - 2) Materials for pipeline and lift station construction;
 - 3) Electrical service requirements for lift station;
 - e. Review 30% drawings and specifications with the City staff;
 - f. Prepare Preliminary construction schedule and Opinion of Probable Costs for the project;
 - g. Procure services for subsurface utility engineering (SUE) to locate selected underground utilities.
4. Final Design Phase
 - a. Prepare and review 90% drawings and specifications with the City staff;
 - b. Review City comments and prepare final, sealed drawings ready for bidding;
 - c. Submit Final Design Drawings and specifications to the TCEQ for review and approval. Review and respond to TCEQ comments;

- d. Provide final Design Phase Opinion of Probable Construction Cost;
- e. Submit applications to TxDOT for roadway crossing permits;
- f. Submit summary transmittal documentation to TCEQ and provide Final Design Drawings and specifications to the TCEQ for review and approval upon TCEQ request. Review and respond to TCEQ comments.

5. Bidding Phase

- a. Develop bidding schedule;
- b. Post and distribute plans and specifications electronically on www.civcastusa.com;
- c. Schedule and conduct pre-bid conference;
- d. Respond to bidder's questions;
- e. Issue addenda as needed;
- f. Tabulate bids and provide a bid summary to the City staff and Council. Provide hard copies of plans and specifications as required.

6. Construction Phase

- a. Assemble copies of contract documents for execution by the contractor and Owner;
- b. Print and distribute hard copies of construction plans and specifications to Contractor;
- c. Make periodic site visits to construction site to insure general conformance with contract documents;
- d. Schedule and conduct monthly progress meetings with Owner and Contractor;
- e. Provide the services of a full-time Project Representative to observe construction;
- f. Provide construction survey control points;
- g. Procure an independent testing lab for material testing;
- h. Review shop drawings;
- i. Review monthly contractor pay requests;
- j. Complete pre-final and final punch lists;
- k. Amend O&M Manual for Lift Station and Force Main.

7. Post Construction Phase

- a. Coordinate with the contractor for the startup and testing of lift station and force main;
- b. Conduct one-year warranty inspection of project and address warranty issues;
- c. Monitor lift station performance for a period of 24 months following final completion of Wastewater Treatment Plant No. 3.

Contract C – Westside Collector and Interceptor Sewers

1. Preliminary Planning Phase
 - a. Review Existing Collection System Master Plan;
 - b. Evaluate Proposed Pipeline Routes.
2. Study and Report Phase
 - a. Using updated population estimates, evaluate future design flow conditions for the proposed lines shown in Exhibit B;
 - b. Evaluate modifications needed at the Central Lift Station;
 - c. Make recommendations for lift station sizing, pipeline diameter and force main sizing;
 - d. Evaluate routing options for proposed pipelines;
 - e. Provide right-of-way map for proposed easements for City use;
 - f. Prepare report of findings including Preliminary Opinion of Probable Construction Cost, construction schedule and phasing plan.
 - g. Procure a sub consultant to inspect the project site and prepare a cultural resources report for the Texas Historical Commission;
 - h. Procure a sub consultant to inspect the project site for wetlands and determine the need for appropriate USACE nationwide permits related to wetland (Individual or 404 permits are not included in the scope).
3. Preliminary Design Phase
 - a. Provide alignment and topographic survey for proposed collectors, interceptors and force main;
 - b. Prepare easement-related surveying and metes and bounds descriptions for land acquisition by others;
 - c. Procure services of geotechnical firm to provide soil borings and engineering recommendations for pipeline construction;
 - d. Develop preliminary (30%) drawings and specifications identifying:
 1. Pipeline routing and profiles;
 2. Materials for pipeline and force main construction;
 3. Central Lift Station modifications;
 - e. Review 30% drawings and specifications with the City staff;
 - f. Prepare Preliminary Construction Schedule and Opinion of Probable Costs for the project;
 - g. Procure services for subsurface utility engineering (SUE) to located selected underground utilities.
4. Final Design Phase
 - a. Prepare and review 90% drawings and specifications with the City staff;
 - b. Review City comments and prepare final, sealed drawings ready for bidding;
 - c. Submit Final Design Drawings and specifications to the TCEQ for review and approval.
Review and respond to TCEQ comments;

- d. Provide final Design Phase Opinion of Probable Construction Cost;
 - e. Provide final Right-of-Way Map for property acquisition;
 - f. Submit application for USACE Nationwide Permit for installation of pipelines. Review and respond to USACE comments.
5. Bidding Phase
- a. Develop bidding schedule;
 - b. Post and distribute plans and specifications electronically on www.civcastusa.com;
 - c. Schedule and conduct pre-bid conference;
 - d. Respond to bidder's questions;
 - e. Issue addenda as needed;
 - f. Tabulate bids and provide a bid summary to the City staff and Council. Provide hard copies of plans and specifications as required.
6. Construction Phase
- a. Assemble contract documents for execution by the contractor and Owner;
 - b. Print and distribute hard copies of construction plans and specifications to Contractor;
 - c. Engineer to make periodic site visits to construction site to insure general conformance with contract documents;
 - d. Schedule and conduct monthly progress meetings with Owner and Contractor;
 - e. Provide the services of a full-time Project Representative to observe construction;
 - f. Provide construction survey control points;
 - g. Procure an independent testing lab for material testing;
 - h. Review shop drawings;
 - i. Review monthly contractor pay requests;
 - j. Complete pre-final and final punch lists.
7. Post Construction Phase
- a. Coordinate with the contractor for the startup and testing of lift station and force main;
 - b. Conduct one-year warranty inspection of project and address warranty issues;
 - c. Monitor lift station and pipeline performance for a period of 24 months following final completion of Wastewater Treatment Plant No. 2.

Contract D – Decommissioning of Wastewater Treatment Plant No. 1 and No. 2

1. Study and Report Phase
 - a. Evaluate permitting issues associated with plant decommissioning;
 - b. Procure design surveying services for plant sites;
 - c. Evaluate alternative methods for sludge disposal;
 - d. Evaluate alternative demolition methods;
 - e. Prepare Opinions of Probable Cost for construction ;
 - f. Prepare Summary Report with recommendations;
 - g. Review report and recommendations with City staff and revise final report for presentation to City staff and Council.
2. Preliminary Design Phase
 - a. Prepare demolition plan;
 - b. Procure services of testing laboratory for sludge and other material testing;
 - c. Develop preliminary (30%) drawings and specifications;
 - d. Review 30% drawings and specifications with the city staff;
 - e. Prepare Preliminary Design Phase Opinion of Probable Costs for the project.
3. Final Design Phase
 - a. Prepare 90% drawings and specifications;
 - b. Review the 90% drawings and specifications with the City staff, make necessary changes and provide sealed documents ready for bidding;
 - c. Provide a final Opinion of Probable Construction Cost for the project;
 - d. Prepare a final construction schedule;
 - e. Submit Final Design Drawings and Closure Plan to the TCEQ for review and approval. Review and respond to TCEQ comments.
4. Bidding Phase
 - a. Develop bidding schedule;
 - b. Post and distribute plans and specifications electronically on www.civcastusa.com;
 - c. Schedule and conduct pre-bid conference;
 - d. Respond to bidder's questions;
 - e. Issue addenda as necessary;
 - f. Tabulate bids and provide a bid summary to the City staff and Council;
 - g. Provide hard copies of plans and specifications as required.
5. Construction Phase
 - a. Assemble contract documents for execution by the contractor and Owner;
 - b. Print and distribute hard copies of construction plans and specifications to Contractor;
 - c. Make periodic site visits to construction site to insure general conformance with contract documents;

- d. Schedule and conduct monthly progress meetings with Owner and Contractor;
 - e. Provide the services of a part-time Project Representative to observe construction;
 - f. Procure an independent testing lab for required testing;
 - g. Review shop drawings;
 - h. Review monthly contractor pay requests;
 - i. Complete pre-final and final punch lists.
6. Post Construction Phase
- a. Conduct one-year warranty inspection and assist with warranty issues;
 - b. Monitor plant performance for a period of 24 months following final completion and make recommendations regarding any changes needed in plant operations;
 - c. Provide post construction survey.

Contract Exclusions

1. Right-of-way Acquisition Services
2. Legal Counsel
3. Grant and/or financial applications
4. Wetland permits and/or mitigation plans
5. In-depth archeological field investigations including backhoe testing, shovel tests and/or sieve testing
6. USACE individual or 404 permits
7. Environmental Site Assessments or Environmental Information Documents
8. Advanced tertiary treatment with membrane technology is not expected and is not included. The design of advanced tertiary treatment with membrane technology can be performed, if required, on hourly rate basis.
9. Advanced odor control facilities that use buildings as containment for odor control are not expected and are not included. The design of buildings for odor control purposes, if required, on hourly rate basis.

WWTP No. 1 & No. 2 Transfer Pipeline

Figure 1

Legend

- Bastrop
- Bastrop County Courthouse
- Bastrop Fire Dept
- Bastrop Police Dept
- Mina Elementary School

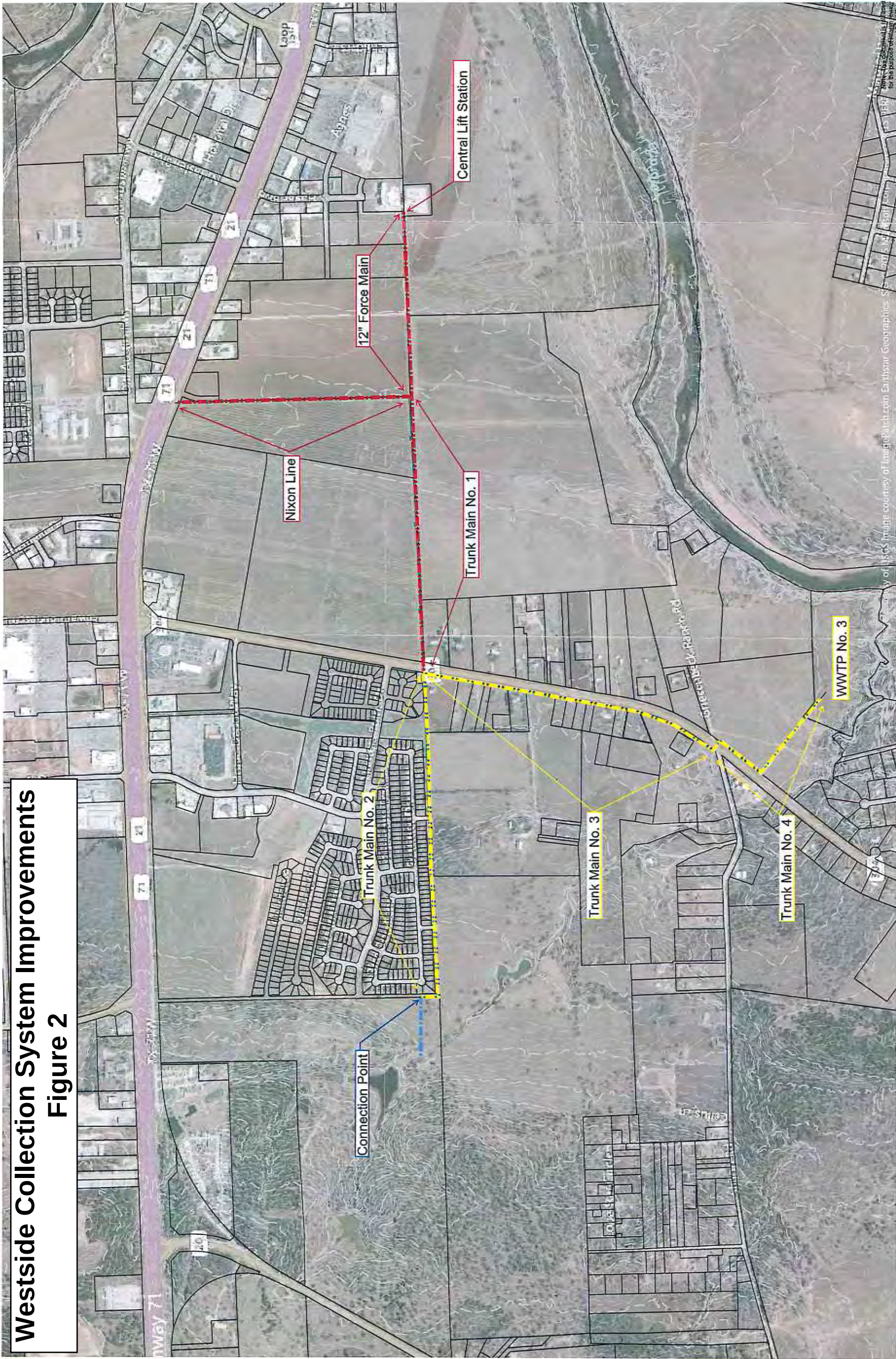
Existing WWTP
No. 1 and No. 2

Transfer Pump
Station

WWTP Transfer Pipeline
from WWTP No. 1 & 2
to WWTP No. 3

New WWTP No. 3
Headworks

Westside Collection System Improvements
Figure 2



REVISION:

DRAWN BY: CE
CHECKED BY:
BRECQ JOB NO: 15-0314
PLOT SCALE 1" = 100'

SHEET TITLE
**TRUNK MAIN
SCHEMATIC**

DATE ISSUED: 12/21/15
SHEET
1
OF 1

B E F C O
BRECQ ENGINEERING, INC.
P.O. Box 615
Levelland, Texas 79445
(979) 966-6474

BASTROP WASTEWATER STUDY
CITY OF BASTROP
BASTROP, TX

City of Bastrop
Wastewater Treatment and Collection System Improvements
Summary of Professional Services Fees

Attachment B - Task Order BAS.006

Contract A. Wastewater Treatment Plant No. 3 (2018 OPCC=\$22.0M)										
Description	Invoicing Method	Preliminary Planning Phase	Study & Report Phase	Preliminary Design Phase	Final Design Phase	Bidding Phase	Construction Administration Phase	Post Construction Phase	Total	
Assist Legal Counsel with Permit Amendment Application Plant Tours/Treatment Equipment Evaluations Basic Engineering Landscape Architecture Design Surveying Stormwater Pollution Prevention Plan Geotechnical Investigation Cultural Resources Investigation Wetlands Investigation USACE Nationwide Permit to Discharge to Colorado River Construction Surveying (Control) Resident Project Observation (18 Month Construction Period) Construction Material Testing Texas Accessibility Review Operations & Maintenance (O&M) Manual Reimbursables	per Exhibit C	\$40,000							\$40,000	
	per Exhibit C	\$35,000	\$90,000	\$623,700	\$762,300	\$35,000	\$250,000	\$150,000	\$35,000	
	lump sum				\$15,000		\$7,000		\$1,911,000	
	per Exhibit C	\$35,000	\$11,000	\$8,000					\$33,000	
	lump sum				\$5,000				\$43,000	
	per Exhibit C			\$50,000					\$5,000	
	per Exhibit C		\$15,000						\$50,000	
	per Exhibit C		\$10,000						\$15,000	
	per Exhibit C			\$25,000					\$10,000	
	per Exhibit C						\$20,000		\$25,000	
	per Exhibit C						\$396,000		\$20,000	
	per Exhibit C						\$69,000		\$396,000	
	per Exhibit C				\$2,500			\$2,500	\$69,000	
	lump sum							\$50,000	\$2,500	
	per Exhibit C	\$6,000.00	\$5,000	\$10,000	\$5,000	\$7,000	\$35,000	\$15,000	\$50,000	\$83,000
Subtotal for Contract A									\$2,790,000	
Contract B. Transfer Lift Station and Force Main (2018 OPCC - \$4.5M)										
Renew TCEQ Permits for Plant No. 1 and No. 2	lump sum	\$15,000							\$15,000	
Evaluate Lift Station Site and Force Main Routing Alternatives	lump sum	\$50,000							\$50,000	
Basic Engineering	lump sum		\$70,000	\$126,756	\$190,134	\$25,000	\$85,000	\$40,000	\$536,890	
Design Surveying	per Exhibit C			\$75,000					\$75,000	
Surveying for Easement Acquisition	per Exhibit C			\$50,000					\$50,000	
Preparation of Plats/Descriptions (20 Tracts Max)	per Exhibit C			\$60,000					\$60,000	
Stormwater Pollution Prevention Plan	lump sum				\$2,500				\$2,500	
Geotechnical Investigation	per Exhibit C			\$40,000					\$40,000	
Cultural Resources Investigation	per Exhibit C		\$30,000						\$30,000	
Wetlands Investigation	per Exhibit C		\$30,000						\$30,000	
Subsurface Utility Engineering (SUE)	per Exhibit C		\$32,000	\$45,000					\$45,000	
USACE Nationwide Permits	per Exhibit C				\$10,000				\$10,000	
TxDOT Utility Installation Request	per Exhibit C						\$20,000		\$20,000	
Construction Surveying (Control)	per Exhibit C						\$198,000		\$198,000	
Resident Project Observation (9 Month Construction Period)	per Exhibit C						\$12,000		\$12,000	
Construction Material Testing	per Exhibit C						\$5,000		\$5,000	
Amend O&M Manual for Lift Station and Force Main	lump sum						\$16,000		\$16,000	
Reimbursables	per Exhibit C	\$2,000	\$5,000	\$5,000	\$3,000	\$7,000	\$2,000		\$40,000	
Subtotal for Contract B									\$1,251,390	
Contract C. Westside Collector and Interceptor Sewers (2018 OPCC=\$5.92M)										
Review Existing Collection System Master Plan	lump sum	\$10,000							\$10,000	
Evaluate Proposed Pipeline Routes	lump sum	\$11,000								
Basic Engineering	lump sum		\$90,000	\$158,576	\$237,863	\$15,000	\$170,000	\$40,000	\$711,439	
Design Surveying	per Exhibit C			\$80,000					\$80,000	
Surveying for Easement Acquisition	per Exhibit C			\$82,000					\$82,000	
Preparation of Plats/Descriptions (30 Tracts Max)	per Exhibit C			\$82,000					\$82,000	
Stormwater Pollution Prevention Plan	lump sum			\$2,500					\$2,500	
Geotechnical Investigation	per Exhibit C			\$45,000					\$45,000	
Cultural Resources Investigation	per Exhibit C		\$35,000						\$35,000	
Wetlands Investigation	per Exhibit C		\$35,000	\$60,000					\$35,000	
Subsurface Utility Engineering (SUE)	per Exhibit C		\$10,000						\$10,000	
USACE Nationwide Permits	lump sum				\$15,000		\$20,000		\$15,000	
TxDOT Permits	lump sum									
Construction Surveying (Control)	per Exhibit C						\$20,000		\$20,000	

Estimated Schedule from Notice to Proceed

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Months	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64

Consolidated Sequence No. 1 (Assumes Permit Renewal):

[illegible]

* Project Estimated Completion Date is September 2021. The requested Milestone from RFP is 2021.

WWTP No. 1 and No. 2 Transfer Pump Station & Pipeline:

[illegible]

Westside Collection System Gravity Sewer Improvements:

[illegible]

Decommission WWTP No. 1 and No. 2:

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Estimated Schedule from Notice to Proceed

Months 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64

Consolidated Sequence No. 2 (Assumes Permit Major Amendment)

[illegible]

¹ Project Risk Introduced when Engineer Completes 30% Design without new effluent limits from TCEQ in new Permit in attempt to meet the overall project schedule with 2021 completion

* Project Estimated Completion Date is December 2021. The requested Milestone from RFP is 2021.

WWTP No. 1 and No. 2 Transfer Pump Station & Pipeline:

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Westside Collection System Gravity Sewer Improvements:

[illegible]

Decommission WWTP No. 1 and No. 2:

[illegible]

Note: Construction Phase Basic Services and RPR services assume construction periods as follows:

- Contract A - 18 calendar months
Contract B - 9 calendar months
Contract C - 18 calendar months
Contract D - 3 calendar months.

Engineer's work on this phase beyond the construction period will be billed at hourly rates.

TASK ORDER FORM

This is Task Order No. BAS.007,
consisting of 7 pages,
dated _____.

KSA Project Number: BAS.007

Owner Project (or Purchase Order) Number:

Project Name: General Engineering Services

In accordance with paragraph 1.01 of the Standard Form of Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated _____ ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

- A. Owner: City of Bastrop
- B. Title: General Engineering Services
- C. Description: Engineer shall provide general engineering services as may be requested by the Owner not associated with projects authorized under separate task orders. Work associated with this task order shall be authorized by the Owner via written correspondence (e-mail, fax, or letter). General engineering services may include, but shall not be limited to: review of development plans, review of plats, inspection of development projects on behalf of the Owner, design of small projects with estimated engineering fees of less than \$10,000, correspondence with governmental agencies (TCEQ), research on behalf of the Owner, assistance during emergencies, site visits, correspondence with developers or citizens, correspondence with vendors, preparing general specifications/details, preparing cost estimates, correspondence with contractors, special meetings or hearings, preparing exhibits, preparing and delivering presentations, updating maps, and reviewing documents.
- D. Number of Construction Contracts: 0

2. Services of Engineer

- A. Provide the services in Exhibit A – Schedule of Engineer's Services as outlined below:
 - a. *Study and Report Phase:*
N/A
 - b. *Preliminary Design Phase:*
N/A
 - c. *Final Design Phase:*
N/A
 - d. *Bidding or Negotiating Phase:*
N/A

- e. *Construction Phase:*
N/A
- f. *Commissioning Phase (or Operational Phase):*
N/A

- B. Additional Services of ENGINEER: As noted below, the ENGINEER is hereby authorized to perform the following additional services as outlined in Exhibit A – Paragraphs 2.01 and 2.02:

Included	Excluded		
☐	☐	a.	Design Survey
☐	☐	b.	Grant or Loan Application
☐	☐	c.	Storm Water Pollution Prevention Plan
☐	☐	d.	Environmental Assessment
☐	☐	e.	Environmental Information Document
☐	☐	f.	Resident Project Representative Services
☐	☐	g.	Construction Survey (Baselines and Benchmarks)
☐	☐	h.	Geotechnical Investigation
☐	☐	i.	Materials Testing
☐	☐	j.	Analytical Testing
☐	☐	k.	Reimbursable Expenses (Mileage, Printing, Postage & etc.)
☐	☐	l.	Easement or Boundary Surveys
☐	☐	m.	Easement or Boundary Descriptions
☐	☐	n.	Land Acquisition Services
☐	☐	o.	TxDOT Utility Installation Request Applications
☐	☐	p.	Operation and Maintenance Manual
☐	☐	q.	Other: General engineering services as requested.
☐	☐	r.	Other:
☐	☐	s.	Other:
☐	☐	t.	Other:
☐	☐	u.	Other:
☐	☐	v.	Other:
☐	☐	w.	Other:

3. **Owner's Responsibilities**

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B, except as modified by this Task Order.

4. **Times for Rendering Services**

Item	Calendar Days From Notice to Proceed
Notice to Proceed from Owner to KSA	0
Complete Study and Report Phase	
Complete Preliminary Design Phase	
Complete Final Design Phase	
Submit Plans & Specs for Review by Owner/Reviewing Agency	
Approval of Plans & Specs by Owner	
Approval of Plans & Specs by Reviewing Agency	
Advertise for Bids (minimum 2 notices)	
Pre-Bid Conference	
Open Bids	
Award Bid	
Execute Construction Contract	
Pre-Construction Conference; Issue Notice to Proceed	
Start Construction Phase	
Complete Construction Phase	

Note:

Should review times exceed those identified above, the project schedule will be extended accordingly.

5. Payments to Engineer

A. Owner shall pay Engineer for services rendered as follows:

Work Task	Study & Report Phase	Preliminary Design Phase	Final Design Phase	Bidding Phase	Construction Phase (See Note Two)	Commissioning Phase	Total	Payment Method (See Note 1)
Basic Services							\$0.00	Lump Sum
Subtotal							\$0.00	

Basic Services (hourly, not to exceed)							\$10,000.00	Hourly Rate and Reimbursable Expenses
Subtotal							\$10,000.00	
Total							\$10,000.00	

Notes:

¹ Payment Method: Fees shown for services to be provided on the basis of Hourly Rates and Reimbursable Expenses as shown in Par. 6 of this Task Order are estimated only and are not considered lump sum or not-to-exceed values.

² Construction Phase Basic Service assumes a construction period of N/A consecutive calendar days. ENGINEER's work on this phase beyond the construction period will be billed at hourly rates.

6. Hourly Rates and Reimbursable Expenses Schedule

Rates for hourly work and reimbursable expenses effective on the date of this Agreement are:

Principal	\$225.00/hour
Senior Environmental Planner	\$210.00/hour
Environmental Planner	\$160.00/hour
Senior Aviation Planner	\$190.00/hour
Aviation Planner	\$150.00/hour
Senior Urban Design Planner	\$200.00/hour
Urban Design Planner	\$175.00/hour
Development Services Manager	\$185.00/hour
Electrical Engineer	\$195.00/hour
Mechanical Engineer	\$160.00/hour
Senior Project Manager	\$185.00/hour
Project Manager	\$165.00/hour
Senior Project Engineer	\$155.00/hour
Project Engineer	\$120.00/hour
Senior Design Engineer	\$110.00/hour
Design Engineer	\$105.00/hour
Senior Project Architect	\$155.00/hour
Project Architect	\$130.00/hour
Design Architect	\$100.00/hour
GIS Specialist	\$140.00/hour
Senior Engineering Technician	\$120.00/hour
Engineering Technician	\$ 95.00/hour
Senior Design Technician	\$100.00/hour
Design Technician	\$ 85.00/hour
Safety Specialist	\$ 80.00/hour
Project Assistant	\$ 75.00/hour
Senior CAD Technician	\$ 85.00/hour
CAD Technician	\$ 75.00/hour
Senior Project Representative	\$ 85.00/hour
Senior Project Representative - After Hours	\$105.00/hour
Project Representative	\$ 80.00/hour
Project Representative - After Hours	\$100.00/hour
Director of Marketing	\$168.00/hour
Content Generation Specialist	\$ 67.00/hour
Graphic Designer	\$ 60.00/hour
Administrative Assistant	\$ 55.00/hour
Secretary	\$ 45.00/hour
Three-Man Survey Crew	\$165.00/hour
Two-Man Survey Crew	\$135.00/hour
Senior Registered Surveyor	\$135.00/hour
Registered Surveyor	\$110.00/hour
Survey Technician	\$ 90.00/hour
Mileage	\$ 0.58/mile
ATV (4-Wheeler)	\$100.00/day
GPS	\$100.00/day

Reimbursable Expenses (Air Travel, Lodging,

Copies, Printing)

Actual Cost

Outside Consultants

Cost + 15%

NOTE: The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually as of January to reflect equitable changes in the compensation payable to Engineer.

7. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____.

OWNER: City of Bastrop

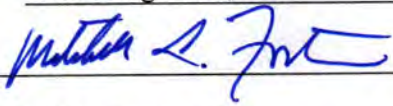
By: _____

Name: Lynda Humble

Title: City Manager

Date Signed: _____

ENGINEER: KSA Engineers, Inc.

By: 

Name: Mitchell L. Fortner, P.E.

Title: President

Date Signed: 8-7-2018

Engineer License or Firm's
Certificate No. F-1356

State of: Texas

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Name: Trey Job

Title: Director of Public Works

Address: PO Box 427

Bastrop, TX 78602

E-Mail Address: tjob@cityofbastrop.org

Phone: 512-332-8840

Fax: 512-332-8849

DESIGNATED REPRESENTATIVE FOR TASK
ORDER:

Name: Bob Lane, P.E.

Title: Office Principal

Address: 4833 Spicewood Springs Road

Suite 204

Austin, TX 78759

E-Mail Address: blane@ksaeng.com

Phone: 512-342-6868

Fax: 888-224-9418

TASK ORDER FORM

This is Task Order No. BAS.008,
consisting of 3 pages,
dated _____.

KSA Project Number: BAS.008

Owner Project (or Purchase Order) Number:

Project Name: Wastewater Treatment Plant #3 - Public Relations

In accordance with paragraph 1.01 of the Standard Form of Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated _____ ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

- A. Owner: City of Bastrop, Texas
- B. Title: Wastewater Treatment Plant #3 - Public Relations
- C. Description: Public Relations in association with the Wastewater Treatment and Collection System Improvements

2. Services of Engineer:

Engineer shall provide, or cause to be provided, the following services:

Public Relations as further described in Attachment A.

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B, except as modified by this Task Order.

4. Times for Rendering Services

Engineer shall complete its services in accordance with the following schedule:

Public Relations tasks will coincide with schedule for treatment plant study, design and construction as refined in Task Order BAS.006

5. Payments to Engineer

Owner shall pay Engineer for services rendered as follows:

Fees will be hourly and reimbursable not to exceed \$85,000 based upon rates shown in Item 6.

6. Hourly Rates and Reimbursable Expenses Schedule

Rates for hourly work and reimbursable expenses effective on the date of this Agreement are:

Principal	\$225.00/hour
Senior Environmental Planner	\$210.00/hour
Environmental Planner	\$160.00/hour
Senior Aviation Planner	\$190.00/hour
Aviation Planner	\$150.00/hour
Senior Urban Design Planner	\$200.00/hour
Urban Design Planner	\$175.00/hour
Development Services Manager	\$185.00/hour
Electrical Engineer	\$195.00/hour
Mechanical Engineer	\$160.00/hour
Senior Project Manager	\$185.00/hour
Project Manager	\$165.00/hour
Senior Project Engineer	\$155.00/hour
Project Engineer	\$120.00/hour
Senior Design Engineer	\$110.00/hour
Design Engineer	\$105.00/hour
Senior Project Architect	\$155.00/hour
Project Architect	\$130.00/hour
Design Architect	\$100.00/hour
GIS Specialist	\$140.00/hour
Senior Engineering Technician	\$120.00/hour
Engineering Technician	\$ 95.00/hour
Senior Design Technician	\$100.00/hour
Design Technician	\$ 85.00/hour
Safety Specialist	\$ 80.00/hour
Project Assistant	\$ 75.00/hour
Senior CAD Technician	\$ 85.00/hour
CAD Technician	\$ 75.00/hour
Senior Project Representative	\$ 85.00/hour
Senior Project Representative - After Hours	\$105.00/hour
Project Representative	\$ 80.00/hour
Project Representative - After Hours	\$100.00/hour
Director of Marketing	\$168.00/hour
Content Generation Specialist	\$ 67.00/hour
Graphic Designer	\$ 60.00/hour
Administrative Assistant	\$ 55.00/hour
Secretary	\$ 45.00/hour
Three-Man Survey Crew	\$165.00/hour
Two-Man Survey Crew	\$135.00/hour
Senior Registered Surveyor	\$135.00/hour
Registered Surveyor	\$110.00/hour
Survey Technician	\$ 90.00/hour
Mileage	\$ 0.58/mile
ATV (4-Wheeler)	\$100.00/day
GPS	\$100.00/day

Reimbursable Expenses (Air Travel, Lodging,

Copies, Printing)

Actual Cost

Outside Consultants

Cost + 15%

NOTE: The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually as of January to reflect equitable changes in the compensation payable to Engineer.

7. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____.

OWNER: City of Bastrop, Texas

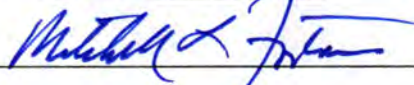
By: _____

Name: Lynda Humble

Title: City Manager

Date Signed: _____

ENGINEER: KSA Engineers, Inc.

By: 

Name: Mitchell L. Fortner, P.E.

Title: President

Date Signed: 6-7-2018

Engineer License or Firm's
Certificate No. F-1356

State of: Texas

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Name: Lynda Humble

Title: City Manager

Address: P O Box 427

Bastrop, TX 78602

E-Mail Address: lhumble@cityofbastrop.org

Phone: 512.332.8840

Fax: 512.332.8849

DESIGNATED REPRESENTATIVE FOR TASK
ORDER:

Name: Bob Lane, P.E.

Title: Senior Project Manager

Address: 4833 Spicewood Springs Road

Suite 204

Austin, TX 78759

E-Mail Address: blane@ksaeng.com

Phone: 512.342.6868

Fax: 888.224.9418

ATTACHMENT A

SCOPE OF SERVICES

CITY OF BASTROP WASTEWATER TREATMENT AND COLLECTION SYSTEM IMPROVEMENTS

PUBLIC RELATIONS

Public Relations – Scope of Work

The following is a scope of services for public relations associated with the new Wastewater Treatment No. 3 and associated wastewater collection system improvements.

1. Purpose of Public Relations Component:
 - a. KSA will provide public relations services to the City of Bastrop prior to and during construction of Wastewater Treatment Plant No. 3 and associated wastewater collection system improvements. The purpose of the public relations activity is to promote transparency between the City of Bastrop, KSA, and the general public in and adjacent to Bastrop. In addition, these public relations activities may also target the land development community considering Bastrop for future growth.
 - b. KSA's goal will be to proactively communicate with the public throughout the project, to predict potential areas of concern associated with the proposed work, and to effectively communicate the milestones reached during the project. KSA believes that an effective public relations strategy will help to mitigate misconceptions and false narratives within the community.
2. Public Engagement Team:
 - a. Each member of KSA's marketing team will be involved at various times throughout the life of this project. These team members will include the Director of Marketing who will be present at public meetings where information will be disseminated to the target audiences listed above. He will assist the City with the messaging used in public meetings. He will also be responsible for the creation of all documents such as fact sheets, newsletters, brochures, meeting solicitations/invitations, texts, videos, social media posts and anything forward facing with the citizens of Bastrop. The Director of Marketing and his team will also be responsible for translating technical information into understandable bits of information for consumption by non-technical citizens of Bastrop.
 - b. Other members of the internal marketing team will include our Content Generation Specialist who will be responsible for generating original content related to this project. A Graphic Artist will be responsible for establishing a design concept to be used consistently throughout this project, and who will be responsible for the visual illustrations, charts, presentations and other marketing materials used in public meetings. And lastly, our layout and design team who will combine the original content, with the design concepts to produce professional documents for public meetings and presentations.

3. Public Relations and Community Engagement Actions:
 - a. The following is a list of action items that may be used to effectively communicate with the target audience listed above. These items have been specifically selected to engage citizens at various levels of communication sophistication. Our goal will be to communicate with those individuals with little or no internet access, those that are connected continuously throughout the day, those that get the bulk of their information from the newspaper & coffee shop, and those that rely on social media.
4. Public Relations Strategy
 - a. KSA will write a public relations strategy that will coincide with milestones related to the wastewater treatment plant development. This strategy will include the tools and techniques to be used throughout the life of the project, and will include a calendar of specific actions that will be taken.
5. Fact Sheets
 - a. KSA will design & produce printed fact sheets that will present factual information related to the development of Wastewater Treatment Plant No. 3. These fact sheets will be designed as one page pieces that will be brief and concise in both the content they contain and their visual layout. They will be organized topically and will be able to be used individually, to respond to specific questions, or as a complete packet to generally inform the public about the project.
 - b. These fact sheets will be designed in a manner that they can be printed on demand digitally, in full color, and without full bleed printing to keep costs reasonable. Both high resolution printed and low resolution electronic versions will be available for distribution as needed.
 - c. These fact sheets will be used at public meetings, they can be placed in the lobby of city offices, and distributed to civic partners that are willing to get the word out about the project.
6. Mass Email Distribution
 - a. KSA will establish and maintain a master email distribution list for “opt-in” only mass email communication. KSA will provide a means for people to submit or opt-in to the mailing list, this list will not be generated automatically from outside databases or purchased email lists. In order to get on the list for email communication, citizens must submit their email information and agree to opt-in to the service.
 - b. KSA will be responsible for the creation and content of mass email pieces, their distribution platform and frequency. These emails may be used to provide progress throughout the project, to announce public meeting opportunities, or to dispel inaccurate information that is discovered as a result of engaging the public.
 - c. *Mass emails will only be distributed in strict accordance with spam distribution regulations.*

7. Mass Text Distribution

- a. Similar to mass email distribution, KSA will establish and maintain a master text distribution list for “opt-in” only mass text communication. These text messages will, by nature, be significantly more brief and specific regarding issues and topics relative to the wastewater treatment plant project. Mass texts can be used to remind people about public meetings, to provide updates during construction, to solicit input, or to also dispel misinformation about the project.
- b. KSA will be responsible for drafting the content of texts that will be distributed, the distribution platform, and the frequency of distribution.
- c. *Mass texts will only be distributed in strict accordance with spam distribution regulations.*

8. Water Bill Inserts

- a. KSA will facilitate the design and production of water bill inserts to be used to inform the public about critical/factual issues related to the development of this new wastewater treatment plant, or to invite people to attend open public information meetings.
- b. KSA will design and produce print ready files as needed throughout the life of this project. Printing and distribution costs are considered outside the scope of services herein and will be billed separately to the City of Bastrop on an as needed basis.

9. Social Media

- a. There are several components of an effective social media campaign. Those components include both listening to social media content as well as pushing content out through various social media outlets. As part of this scope of services KSA will perform the following social media actions.

10. Social Media Platforms

- a. KSA will setup or establish independent social media accounts that will be specific to the wastewater treatment project only. The purpose of setting up these accounts independently serves multiple critical goals. Most importantly, once the project is complete and the need for information distribution is complete, the accounts can and will be deactivated and removed from their respective social media platforms. In addition, when people voice concerns about the project those concerns can be insulated, to some degree, from the other established social media accounts.
- b. Once the accounts are established, KSA will monitor the traffic on these accounts for opportunities to respond and provide appropriate and accurate information. The public relations team will coordinate and formulate responses with appropriate team members, before responding.

11. Social Media Monitoring

- a. KSA will monitor social media, and news publications for public comments/questions made regarding the wastewater treatment plant. This monitoring will take place outside of the established accounts listed above. Once comments are made KSA will assist in formulating an appropriate response.

12. Public Meetings

- a. Throughout the life of this project KSA will host up to five public meetings or presentations intended to disseminate information about the wastewater treatment plant development process. These public meetings will be structured as follows:
 - i. Participant or guest registration or sign in – to track participation and ensure that concerns are coming from appropriate community representatives.
 - ii. Presentation of information regarding the project by KSA technical staff team member.
 - iii. Opportunity for public questions/statements.
 - iv. Responses to questions asked.
- b. These public meetings will be scheduled in various locations and at various times to accommodate small neighborhoods and a variety demographic of potential participants.

13. Contract Exclusions

- a. All printing costs are excluded from this scope of work.
- b. The development of video content and a job-specific website are available as additional services if requested.



STAFF REPORT

MEETING DATE: August 28, 2018

AGENDA ITEM: 9K

TITLE:

Consider action and approve Resolution No. R-2018-72 of the City Council of the City of Bastrop, Texas, making determinations regarding certain project-specific Exceptions and/or Exemptions as provided by Emergency Ordinance 2018-1, Section 8 (Temporary Moratorium); and Emergency Ordinance 2018-2, Section 7 (Emergency Drainage Application Rules).

STAFF REPRESENTATIVE:

Jennifer Bills, Interim Planning Director





STAFF REPORT

MEETING DATE: August 28, 2018

AGENDA ITEM: 9L

TITLE:

Consider action to approve Resolution No. R-2018-76 of the City Council of the City of Bastrop, Texas approving an Agreement for Automatic Aid Assistance between the City of Bastrop and Bastrop County Emergency Services District Number 2; Attached as Exhibit A; Authorizing the City Manager to execute all necessary documents and establishing an effective date.

STAFF REPRESENTATIVE:

James Altgelt, Director of Public Safety/Chief of Police

BACKGROUND/HISTORY:

Since 2009, the City of Bastrop has been operating under an agreement to provide automatic aid assistance regarding fire protection services and other types of emergency response services with Bastrop County Emergency Services District Number 2. Upon investigation, a signed copy of this agreement could not be located in either the City of Bastrop or Bastrop County Emergency Services District Number 2's records, minutes, or agendas. Therefore, this agreement is being executed in order to ratify the past incidents involving automatic aid assistance that were conducted and to authorize future incidents involving automatic aid assistance.

POLICY EXPLANATION:

Chapter 791 of the Texas Local Government Code provides the authority for local governments to contract or agree with each other to furnish or obtain services of a fire department. These services include but are not limited to training, fire suppression, firefighting, hazardous materials response services, and fire and rescue services.

FUNDING SOURCE:

This agreement has no adverse impact to the City's budget.

RECOMMENDATION:

Consider action to approve Resolution No. R-2018-76 of the City Council of the City of Bastrop, Texas approving an Agreement for Automatic Aid Assistance between the City of Bastrop and Bastrop County Emergency Services District Number 2; Attached as Exhibit A; Authorizing the City Manager to execute all necessary documents and establishing an effective date.

ATTACHMENTS:

- Resolution
- Agreement for Automatic Aid Assistance between the City of Bastrop and Bastrop County Emergency Services District Number 2

RESOLUTION NO. R-2018-76

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING AN AGREEMENT FOR AUTOMATIC AID ASSISTANCE BETWEEN THE CITY OF BASTROP AND BASTROP COUNTY EMERGENCY SERVICES DISTRICT NO. 2; ATTACHED AS EXHIBIT A; AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; 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 of Bastrop ("City") and the Bastrop County Emergency Services District No. 2 ("District") currently provide fire protection and other types of emergency response services to local residents in their respective jurisdictions or service areas; and

WHEREAS, The City and the District desire to augment both resources and capabilities within the geographic boundaries of their respective service areas by responding to and dispatching responses to emergency calls on an automatic assistance basis so that the nearest available unit responds to incidents covered by this Agreement, regardless of the jurisdiction; and

WHEREAS, The City wishes to receive and provide assistance in areas shown in **Exhibit "A"** on an automatic assistance basis; and

WHEREAS, The District wishes to receive and provide assistance in areas shown in **Exhibit "B"** on an automatic assistance basis; and

WHEREAS, The City and the District are entering into this Agreement in accordance with the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code; and

WHEREAS, the City Council finds that a very significant public interest is served by the completion of this Agreement for Automatic Aid Assistance between the City of Bastrop and Bastrop County Emergency Services District No. 2.

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 an Agreement for Automatic Aid Assistance between the City of Bastrop and Bastrop County Emergency Services District No. 2. (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 28th day of August, 2018.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

**AGREEMENT FOR AUTOMATIC AID ASSISTANCE BETWEEN
BASTROP COUNTY EMERGENCY SERVICE DISTRICT NUMBER 2
AND THE CITY OF BASTROP**

RECITALS

The City of Bastrop ("City") and Bastrop County Emergency Services District Number 2 ("District") currently provide fire protection and other types of emergency response services to local residents in their respective jurisdictions or service areas.

The City and the District desire to augment both resources and capabilities within the geographic boundaries of their respective service areas by responding to and dispatching responses to emergency calls on an automatic assistance basis so that the nearest available unit responds to incidents covered by this Agreement, regardless of the jurisdiction.

The City wishes to receive and provide assistance in areas shown in **Exhibit "A"** on an automatic assistance basis.

The District wishes to receive and provide assistance in areas shown in **Exhibit "B"** on an automatic assistance basis.

The City and the District are entering into this Agreement in accordance with the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code

TERMS

1. The term of this Agreement shall be for one-year, effective September 1, 2018, and shall automatically renew annually for up to four additional one-year terms unless terminated pursuant to Section 13.

2. The parties agree to automatically dispatch the nearest available unit(s) to the scene of an emergency within the automatic aid agreement service area. The service area is defined as shown on the maps attached as **Exhibits "A" and "B"**. The "nearest available unit" shall mean that unit of either party that meets the requirements for that type of emergency and, in the sole discretion of either Fire Chief, is capable and available to respond quickest to a call. A party shall respond only to the extent that a unit is readily available.

3. Subject to the provisions noted above in paragraph 2 the District and the City shall each provide firefighting services 24 hours a day, 7 days a week, and shall respond to all call types within the service area shown in **Exhibits "A" and "B"**.

4. The parties agree to follow the National Incident Management System (NIMS) as promulgated by the U.S. Department of Homeland Security to provide for the efficient management of emergencies and for the safety of firefighters through the use of standard terminology, reporting relationships, and support structures for those emergencies requiring the use of units from the Parties.

5. Each party shall maintain adequate insurance for all equipment and property necessary for the performance of this Agreement.

6. Each party shall be solely responsible for its equipment or property, including maintenance, loss, or damage thereto in the performance of this Agreement, except, however, the party that would have been responsible for furnishing the services in the absence of the contract is only responsible for paying the deductible on an insurance claim of the party providing aid for damage to equipment or property, if any. To the extent that the responsibility of maintenance, loss, or damage to equipment or property is considered "civil liability" under Texas Government Code Section 791.006, the parties specifically reference Section 791.006 (a-1) and state that the assignment of liability for maintenance, loss, or damage to equipment is intended to be different than liability otherwise assigned under Section 791.006(a).

7. It is expressly understood and agreed that this Agreement does not waive any immunity or defense that would otherwise be available to a party against third-party claims arising from activities performed under this Agreement.

8. The parties agree to comply with all applicable state, federal and local laws or requirements applicable to the performance of services under this Agreement. The parties agree to cooperate in executing such further or subsidiary agreements as may be required.

9. No term or provision of this Agreement is intended to, or shall, create any rights in any person, firm, corporation or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.

10. Unless specifically agreed to by both parties for particular incidents, and except as provided in Section 6, neither party shall be reimbursed by the other party for any costs incurred pursuant to this Agreement or have any other financial obligation to the other party. The parties agree to cooperate with each other in seeking reimbursement from private, state or federal authorities to the extent such opportunities present themselves.

11. **Exhibits "A" and "B"** are incorporated into this Agreement for all purposes.

City of Bastrop

Agreement for Automatic Aid Assistance ESD 2

DRAFT PENDING LEGAL REVIEW

12. The parties agree to cooperate in an annual evaluation of the Agreement in order to ensure that the terms continue to meet each party's needs and expectations.

13. This Agreement may be terminated by either party, with or without cause, upon 30 days notice in writing.

14. Notice shall be provided to the parties at the following addresses:

City: City Manager, Lynda Humble
City of Bastrop
P.O. Box 427
Bastrop, Texas
78602

Copy to: City Attorney, Alan
Bojorquez
Bojorquez Law Firm, PC
12325 Hymeadow Dr. Ste. 2-100
Austin, Texas 78750

District: President of the Board of
Directors Bastrop County ESD
Number 2
P.O. Box 1747
Bastrop, Texas
78602

Copy to: John J. Carlton, Attorney for the
District The Carlton Law Firm,
P.L.L.C.
2705 Bee Cave Road
Austin, Texas 78746

15. No term or provision in this Agreement is intended to create a partnership or joint venture.

16. If any provision of this Agreement is held invalid by a court of competent jurisdiction, that holding (a) shall not invalidate the remainder of this Agreement, (b)

shall be limited to the specific parts of this Agreement described in that holding, and (c) shall not affect the validity of this Agreement in any way or in any other instance.

Executed on this the _____ day of _____ 2018.

CITY OF BASTROP, TEXAS

**BASTROP COUNTY EMERGENCY
SERVICES DISTRICT NUMBER 2**

By: _____
Lynda Humble, City Manager

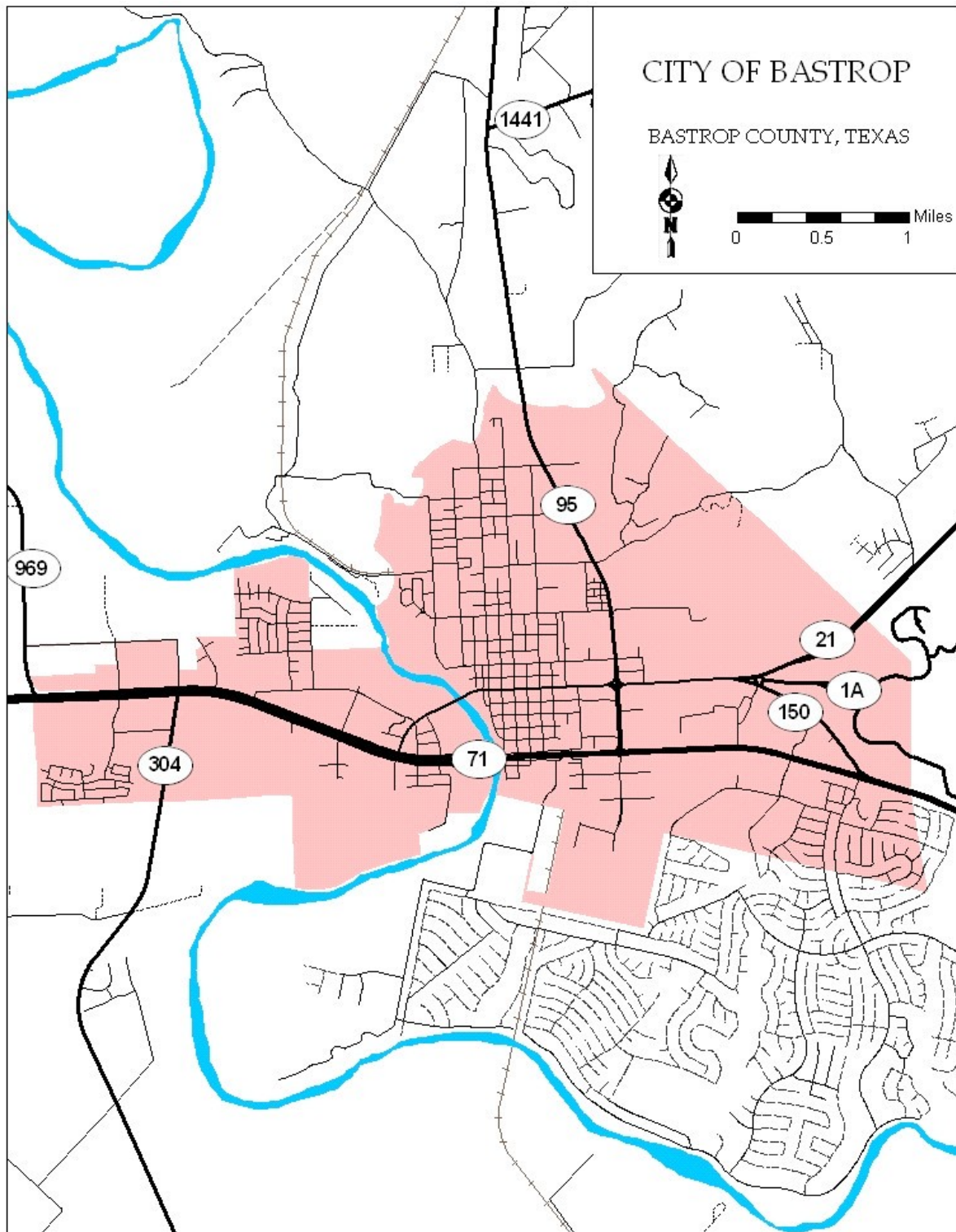
By: _____
George Martinez, President

EXHIBITS

EXHIBIT A – Area for Automatic Response by the City of Bastrop

EXHIBIT B – Area for Automatic Response by Bastrop County Emergency Services
District No. 2

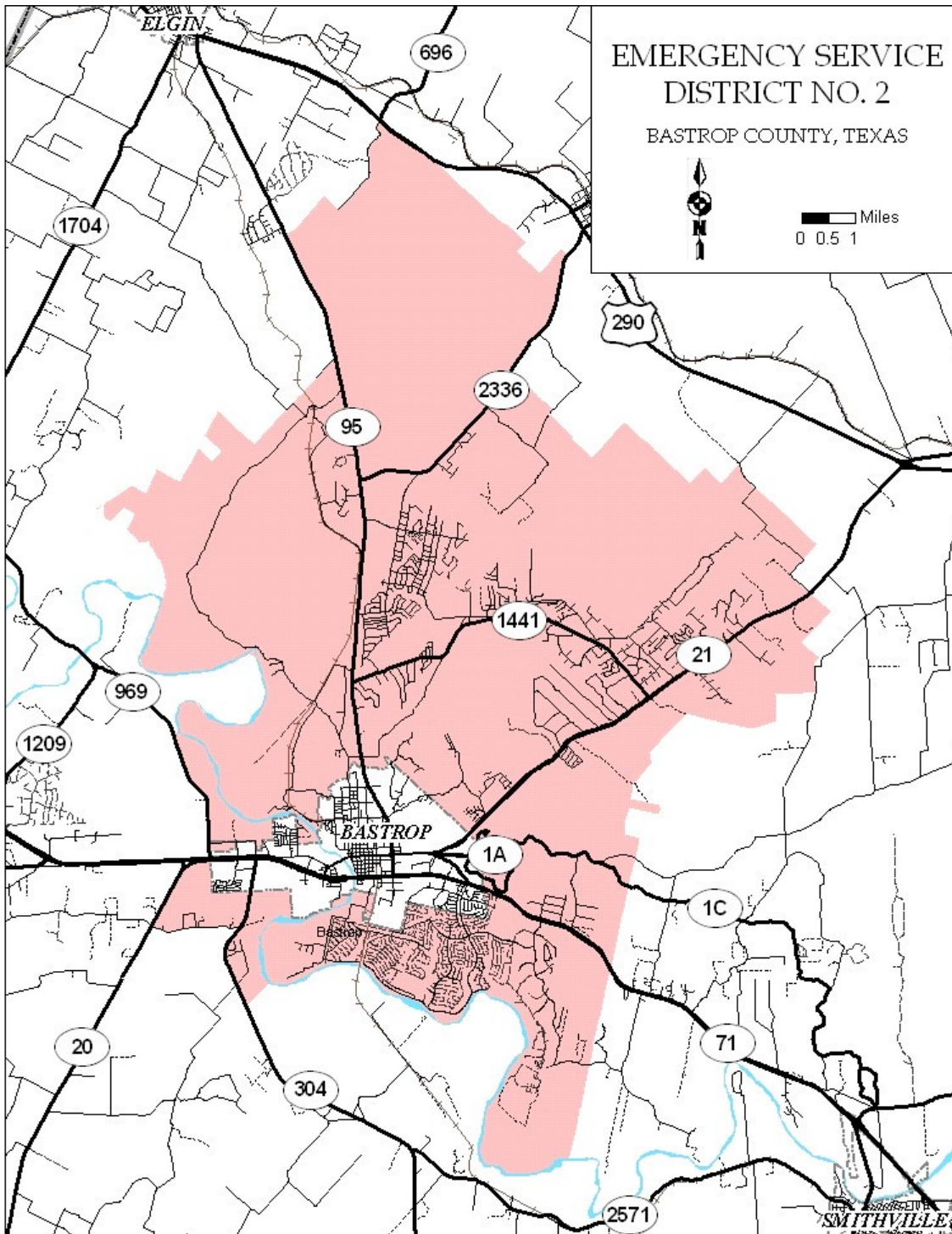
EXHIBIT A
AREA FOR AUTOMATIC RESPONSE BY THE CITY OF BASTROP



Disclaimer: Bastrop County provides this map 'as is' and assumes no liability for its completeness or accuracy. This map is intended as a general representation only and is in no way to be used as survey grade information.

2008

EXHIBIT B
AREA FOR AUTOMATIC RESPONSE BY BASTROP COUNTY
EMERGENCY SERVICES DISTRICT NO. 2



Disclaimer: Bastrop County provides this map 'as is' and assumes no liability for its completeness or accuracy.
This map is intended as a general representation only and is in no way to be used as survey grade information.

2008



STAFF REPORT

MEETING DATE: August 28, 2018

AGENDA ITEM: 9M

TITLE:

Consider action to approve Resolution No. R-2018-73 of the City Council of the City of Bastrop, Texas approving a Professional Services Agreement between the City of Bastrop and Buie & Company for public relations services; attached as Exhibit A; authorizing the City Manager to execute all necessary documents, and establishing an effective date.

STAFF REPRESENTATIVE:

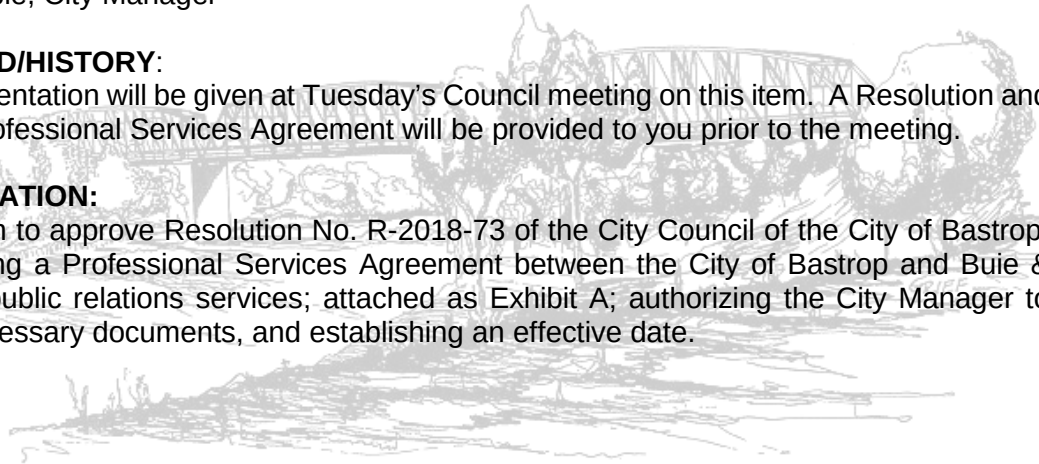
Lynda K. Humble, City Manager

BACKGROUND/HISTORY:

A detailed presentation will be given at Tuesday's Council meeting on this item. A Resolution and Copy of the Professional Services Agreement will be provided to you prior to the meeting.

RECOMMENDATION:

Consider action to approve Resolution No. R-2018-73 of the City Council of the City of Bastrop, Texas approving a Professional Services Agreement between the City of Bastrop and Buie & Company for public relations services; attached as Exhibit A; authorizing the City Manager to execute all necessary documents, and establishing an effective date.





STAFF REPORT

MEETING DATE: August 28, 2018

AGENDA ITEM: 9N

TITLE:

Consider action to approve Resolution No. R-2018-74 of the City Council of the City of Bastrop, Texas approving a Professional Services Agreement between the City of Bastrop and Simplecity Design, LLC in the amount of One Hundred Seventy-Seven Thousand Five Hundred and 00/100 Dollars (\$176,500.00) for the Update of the City's Zoning and Sign Ordinances; attached as Exhibit A; authorizing the City Manager to execute all necessary documents, and establishing an effective date.

STAFF REPRESENTATIVE:

Lynda K. Humble, City Manager

BACKGROUND/HISTORY:

A detailed presentation will be given at Tuesday's Council meeting on this item. A Resolution and Copy of the Professional Services Agreement will be provided to you prior to the meeting.

RECOMMENDATION:

Consider action to approve Resolution No. R-2018-74 of the City Council of the City of Bastrop, Texas approving a Professional Services Agreement between the City of Bastrop and Simplecity Design, LLC in the amount of One Hundred Seventy-Seven Thousand Five Hundred and 00/100 Dollars (\$176,500.00) for the Update of the City's Zoning and Sign Ordinances; attached as Exhibit A; authorizing the City Manager to execute all necessary documents, and establishing an effective date



STAFF REPORT

MEETING DATE: August 28, 2018

AGENDA ITEM: 90

TITLE:

Consider action to approve Resolution No. R-2018-75 of the City Council of the City of Bastrop, Texas approving a Professional Services Agreement between the City of Bastrop and Verdunity, Inc. in the amount of Fifty-Thousand and 00/100 Cents (\$50,000.00) for a Fiscal Impact Analysis Model, as attached as Exhibit A; authorizing the City Manager to execute all necessary documents; and establishing an effective date.

STAFF REPRESENTATIVE:

Lynda K. Humble, City Manager

BACKGROUND/HISTORY:

A detailed presentation will be given at Tuesday's Council meeting on this item. A Resolution and Copy of the Professional Services Agreement will be provided to you prior to the meeting.

RECOMMENDATION:

Consider action to approve Resolution No. R-2018-75 of the City Council of the City of Bastrop, Texas approving a Professional Services Agreement between the City of Bastrop and Verdunity, Inc. in the amount of Fifty-Thousand and 00/100 Cents (\$50,000.00) for a Fiscal Impact Analysis Model, as attached as Exhibit A; authorizing the City Manager to execute all necessary documents; and establishing an effective date.



STAFF REPORT

MEETING DATE: August 28, 2018

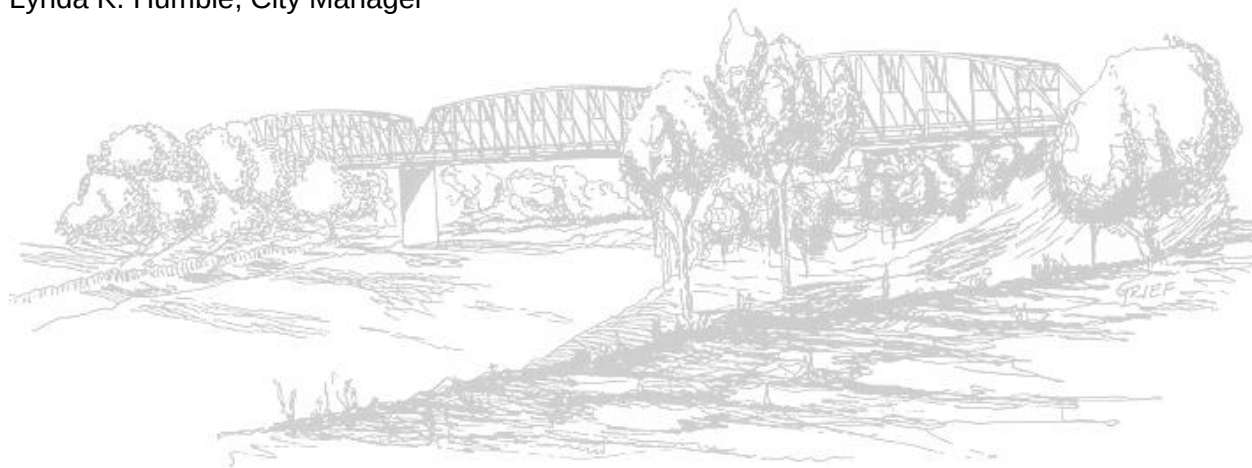
AGENDA ITEM: 10A

TITLE:

City Council shall convene into closed executive session pursuant to Section 551.071 of the Texas Government Code to confer with City Attorney regarding legal advice related to the status of the 1445 Interlocal Agreement between the City of Bastrop and Bastrop County for the review of subdivision applications in the City's extraterritorial jurisdiction.

STAFF REPRESENTATIVE:

Lynda K. Humble, City Manager





STAFF REPORT

MEETING DATE: August 28, 2018

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

