

**NOTICE OF REGULAR MEETING
BASTROP CITY COUNCIL
June 25, 2013 6:15 P.M.**

Pursuant to the Texas Government Code, Chapter 551, the City Council of Bastrop, Texas will hold a regular meeting on June 25, 2013 at 6:15 p.m. at Council Chambers of City Hall, 1311 Chestnut Street, Bastrop, Texas and will consider the following matters to wit:

REGULAR MEETING

TAB PAGE ORIGINATOR

ANNOUNCEMENTS

1. Call to Order.
2. Pledge of Allegiance and Invocation.
3. Presentations
4. Proclamations
5. Announcements

CITY MANAGER INFORMATIONAL UPDATE REPORT: Items for update, discussion and possible action:

A. Meetings and Events Attended:

1. Attended the Monthly Meeting of the Pine Forest Unit #6 Homeowners Association on June 13, 2013.
2. Attended the Monthly Meeting of the Bastrop Economic Development Corporation on June 17, 2013.
3. Special City Council Budget Workshop on June 18, 2013.
4. Attended the Monthly Meeting of the Lost Pines Groundwater Conservation District on June 19, 2013.
5. Attended the Annual Texas City Manager's Association Conference – June 20, through June 23, 2013.

B. Update on City Projects:

1. Update on the Bob Bryant Park Water Facilities Improvements Project.
2. Update on Long Term Water Supply.
3. Update on the Construction of Sidewalks across the Rail Road Tracks on Chestnut Street.
4. Update on the State Park Voucher Program.
5. Update on the Hotel/Motel Funding Process.
6. Water Consumption Report.
7. The Texas Department of Transportation Proposed Improvements for S.H. 71.
8. Discussion Regarding Municipal Bond Financing.
9. Update on the Pecan Park Subdivision.
10. Update on the Top 10 Strategic Priorities for 2013 – 2016.
11. Update on the Texas Capital Fund for Buc-ee's and the Texas Main Street Sidewalk improvements Project.
12. Update on the Fayette Street Community Development Block Grant Wastewater improvements Project.

13. Chamber of Commerce – film commission hot funds.

14. Bastrop Art in Public Places Task Force proposed budget.

C. Update on City Business:

1. Convention Center Activities.
2. Main Street Program Activities.
3. Commercial/Residential Construction Projects in the City.
4. YMCA Activities.

D. Department and Board Reports.

E. Inviting input from Council related to issues for possible inclusion on future agendas, related to issues such as (but not limited to) municipal projects, personnel, public property, development and other City/public business.

A. CONSENT AGENDA

All of the following items on the Consent Agenda are considered to be self-explanatory by the Council and will be enacted with one motion. There will be no separate discussion of these items unless a Council Members so requests.

- | | | | | |
|-----|---|-----|----|------------------|
| A.1 | Approval of the statutory denial, for a period of 180 days from the date of Council action on this request, for the Preliminary and Final Plat of Hunters Crossing, Section 5B (55 residential lots) located north of Hunters Point Drive and west of Highway 304 within the City limits of Bastrop, Texas | A.1 | 1 | Melissa McCollum |
| A.2 | Approval of the statutory denial, for a period of 180 days from the date of Council action on this request, for the Preliminary and Final Plat of Hunters Crossing, Section 3E (17 residential lots) located south of Hunters Point Drive and west of Highway 304 within the City limits of Bastrop, Texas | A.2 | 3 | Melissa McCollum |
| A.3 | <u>SECOND READING:</u> Adoption of an “Ordinance granting a zoning district change from MH, Manufactured Housing to C-1, Commercial District (Light) for approximately 3.973 acres, commonly known as 2801 E. Highway Loop 150, in the City limits of Bastrop, Texas; and establishing an effective date.” | A.3 | 5 | Melissa McCollum |
| A.4 | Approval of the Special Event Permit Application submitted by the Bastrop Homecoming Committee, Inc. to host “Bastrop Homecoming & Rodeo”, on Wednesday, July 31, 2013 through Sunday, August 4, 2013 in downtown Bastrop, Mayfest Park and Fireman’s Park. | A.4 | 10 | Trey Job |
| A.5 | Approval of the Special Event Permit Application submitted by Lee Harle, owner of Bastrop River Company, to host “Stand-Up Paddle Cup” on Friday, August 16 th and Saturday, August 17, 2013 in Fisherman’s Park, Riverwalk, Colorado River and Bastrop Brewhouse. | A.5 | 26 | Trey Job |

A.6	<u>SECOND READING:</u> Adoption of an “Ordinance amending the Budget for the Fiscal Year 2013 in accordance with existing statutory requirements; appropriating the various amounts herein; repealing all prior Ordinances and actions on conflict herewith; and providing for an effective date.”	A.6	40	Karla Stovall
-----	---	-----	----	---------------

B. PUBLIC HEARINGS AND ORDINANCES AND OTHER ITEMS ELIGIBLE FOR CONSIDERATION AND/OR ACTION:

B.1 Citizen Comments.

 Executive Session: The Council reserves the right to convene into Executive Session at any time during the meeting regarding any agenda item. In compliance with the Open Meetings Act, Chapter 551 Government Code, Vernon’s Texas Code, Annotated, the item below will be discussed in closed session.

1. Section 551.071 – Consultations with Attorney related to legal matters

C. OLD BUSINESS

D. NEW BUSINESS

D.1	Consideration, discussion and possible action for selecting a firm for Consulting and Brokerage Services for Employee Benefits for the City of Bastrop, Texas.	D.1	48	Michael Talbot
-----	--	-----	----	----------------

D.2	Presentation and possible discussion by Organizations seeking funding from Hotel Occupancy Tax for the 2014 Fiscal Year: <u>(Please see separate attachment)</u>	D.2	94	Karla Stovall
-----	--	-----	----	---------------

- | | | |
|-----|------------------------------------|----------|
| 1. | Bastrop Association of the Arts | D.2 -1 |
| 2. | Bastrop Chamber of Commerce | D.2 -15 |
| 3. | Bastrop Downtown Business Alliance | D.2 -44 |
| 4. | Bastrop Fine Arts Guild | D.2 -68 |
| 5. | Bastrop County Historical Society | D.2 -89 |
| 6. | Bastrop Homecoming Committee | D.2 -106 |
| 7. | Bastrop Juneteenth Committee | D.2 -119 |
| 8. | Bastrop Old Town Visitors Center | D.2 -137 |
| 9. | Bastrop Opera House | D.2 -151 |
| 10. | Family Crisis Center | D.2 -198 |
| 11. | Keep Bastrop County Beautiful | D.2 -217 |
| 12. | reTREEt America | D.2 -228 |
| 13. | Upstart, Inc. | D.2 -246 |
| 14. | YMCA of Austin | D.2 -266 |

D.3	Consideration, discussion and possible action regarding the approval of a “Resolution” of the City Council of Bastrop, Texas regarding funding and reporting requirements for Hotel/Motel Tax Revenue Grants by the City for Publicity and Tourism Grants and processes for future grant cycles.	D.3	95	Michael Talbot
-----	--	-----	----	----------------

- | | | | | |
|-----|---|-----|-----|----------------|
| D.4 | Consideration, discussion and possible action regarding the approval of a “Resolution” of the City Council of Bastrop, Texas regarding support and acceptance of funding from the Department of Defense Office of Economic Adjustment (OEA) for a Joint Land Use Study (JLUS) for Camp Swift and the surrounding County, Cities and other local agency jurisdictions. | D.4 | 98 | Michael Talbot |
| | | | | |
| D.5 | Consideration, discussion and possible action for acceptance of the presentation of the Bastrop County Historical Society Museum and Visitors Center Operations and Maintenance Budget for FY2014. | D.5 | 101 | Karla Stovall |

E. EXECUTIVE SESSION

- E.1 The Bastrop City Council will meet in a closed/executive session pursuant to the Texas Government Code, Chapter 551, *et seq.* to discuss the following:
1. Section 551.071(1) (A) and Section 551.071(2) – Consultations with Attorney: (1) threatened and/or contemplated litigation, (including but not limited to “Pine Forest Investments Group, LLC vs. the City of Bastrop and other Trustees”); and (2) matters upon which the Attorney has a duty and/or responsibility to report to the governmental body.
 2. Section 551.072 – Deliberation regarding real property: Regarding the purchase, exchange, lease, disposition, or value of real property.
 3. Section 551.087 - Deliberation Regarding Economic Development Negotiations
 4. Section 551.0-74 - Personnel Matters: City Manager.
- E.2 The Bastrop City Council will reconvene into open session to discuss, consider and/or take any actions necessary related to the executive sessions noted herein, or regular agenda items, noted above, and/or related items.

F. ADJOURNMENT

CERTIFICATE

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted on the bulletin board, at the City Hall of the City of Bastrop, Texas, a place convenient and readily accessible to the general public at all times, and said notice was posted the 20th day of June 2013 at 100 p.m. Copies of this agenda have been provided to those members of the media requesting such information.

YVONNE PRITCHARD

Yvonne Pritchard, Project Coordinador

NOTICE OF ASSISTANCE AT PUBLIC MEETINGS THE CITY OF BASTROP IS COMMITTED TO COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT. BASTROP CITY HALL AND COUNCIL CHAMBERS ARE WHEELCHAIR ACCESSIBLE AND SPECIAL MARKED PARKING IS AVAILABLE. PERSONS WITH DISABILITIES WHO PLAN TO ATTEND THIS MEETING AND WHO MAY NEED ASSISTANCE ARE REQUESTED TO CONTACT THE CITY SECRETARY’S OFFICE AT 512-332-8800. PLEASE PROVIDE FORTY-EIGHT HOURS NOTICE WHEN FEASIBLE.

Confirm time posted: KR

CITY OF BASTROP

AGENDA ITEM **A.1****STANDARDIZED AGENDA RECOMMENDATION FORM**

CITY COUNCIL

DATE SUBMITTED: June 18, 2013

MEETING DATE: June 25, 2013

1. Agenda Item: **Approval of the statutory denial, for a period of 180 days from the date of Council action on this request, for the Preliminary and Final Plat of Hunters Crossing Section 5B (55 residential lots) located north of Hunters Point Drive and west of Highway 304 within the City limits of Bastrop, Texas.**

2. Party Making Request: **City of Bastrop**

3. Nature of Request: (Brief Overview) Attachments: Yes X No

A city must take action on a plat within 30 days or the plat is automatically approved.

4. Policy Implication: _____

5. Budgeted: _____ Yes _____ No _____ N/A

Bid Amount: _____

Budgeted Amount: _____

Under Budget: _____

Over Budget: _____

Amount Remaining: _____

6. Alternate Option/Costs: _____

7. Routing: **NAME/TITLE** **INITIAL** **DATE** **CONCURRENCE**

a) _____

b) _____

c) _____

8. Staff Recommendation:

9. Advisory Board: _____ Approved _____ Disapproved _____ None

10. Manager's Recommendation: _____ Approved _____ Disapproved _____ None

11. Action Taken: _____

CITY OF BASTROP

AGENDA ITEM **A.2****STANDARDIZED AGENDA RECOMMENDATION FORM**

CITY COUNCIL

DATE SUBMITTED: June 18, 2013

MEETING DATE: June 25, 2013

1. Agenda Item: **Approval of the statutory denial, for a period of 180 days from the date of Council action on this request, for the Preliminary and Final Plat of Hunters Crossing, Section 3E (17 residential lots) located south of Hunters Point Drive and west of Highway 304 within the City limits of Bastrop, Texas.**

2. Party Making Request: **City of Bastrop**

3. Nature of Request: (Brief Overview) Attachments: Yes X No

A city must take action on a plat within 30 days or the plat is automatically approved.

4. Policy Implication: _____

5. Budgeted: _____ Yes _____ No _____ N/A

Bid Amount: _____

Budgeted Amount: _____

Under Budget: _____

Over Budget: _____

Amount Remaining: _____

6. Alternate Option/Costs: _____

7. Routing: **NAME/TITLE** **INITIAL** **DATE** **CONCURRENCE**

a) _____

b) _____

c) _____

8. Staff Recommendation:

9. Advisory Board: _____ Approved _____ Disapproved _____ None

10. Manager's Recommendation: _____ Approved _____ Disapproved _____ None

11. Action Taken: _____

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: June 19, 2013

MEETING DATE: June 25, 2013

1. Agenda Item: **Adoption of an Ordinance granting a zoning district change from MH, Manufactured Housing to C-1, Commercial District (Light) for approximately 3.973 acres, commonly known as 2801 E Highway Loop 150 in the City limits of Bastrop, Texas; and establishing an effective date.**

2. Party Making Request: **David Runkle, Runkle Enterprises, LLC**

3. Nature of Request: (Brief Overview) Attachments: Yes ____ No ____

4. Policy Implication: _____

5. Budgeted: _____ Yes _____ No N/A

Bid Amount: _____

Budgeted Amount: _____

Under Budget: _____

Over Budget: _____

Amount Remaining: _____

6. Alternate Option/Costs: _____

7. Routing: **NAME/TITLE** **INITIAL** **DATE** **CONCURRENCE**

a) _____

8. Staff Recommendation: **Staff recommends approval of the lesser zoning district classification of C-1, Commercial-1 (Light) for +/-3.973 acres, being a portion of Bastrop Town Tract, A-11. The property to be rezoned is also more generally known as 2801 E Highway Loop 150, within the City limits of Bastrop, Texas.**

9. Advisory Board Recommendation: XX Recommended Approval ____ Denial ____ None

The Planning and Zoning Commission conducted a Public Hearing May 30, 2013 and voted unanimously 8-0 to recommend approval of a zoning change from MH, Manufactured Housing to C-1 Commercial -1 (Light) for +/-3.973 acres, being a portion of Bastrop Town Tract, A-11. The property to be rezoned is also more generally known as 2801 E Highway Loop 150, within the City limits of Bastrop, Texas.

10. Manager's Recommendation: _____ Approved _____ Disapproved _____ None

11. Action Taken: _____

ORDINANCE NO. _____

AN ORDINANCE GRANTING A ZONING DISTRICT CHANGE FROM MH, MANUFACTURED HOUSING TO C1, COMMERCIAL DISTRICT (LIGHT) FOR APPROXIMATELY 3.973 ACRES, COMMONLY KNOWN AS 2801 E HIGHWAY LOOP 150, IN THE CITY LIMITS OF BASTROP, TEXAS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop has determined that it is in the best interest of the public to change the existing zoning designation of a 3.973 acre tract commonly known as 2801 E Highway Loop 150, being a portion of Bastrop Town Tract A-11 more particularly shown and described on a location map attached hereto as Exhibit “A” (the “Property”), from the designation of MH, Manufactured Housing to C1, Commercial; 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 May 30, 2013; and

WHEREAS, after notice and hearing, the Planning and Zoning Commission has recommended a zoning designation of all of the Property to C1, Commercial and

WHEREAS, pursuant to Section 10.4 of the City’s Zoning Ordinance, notice of the zoning request was given as required by the Ordinance, and the City Council of the City of Bastrop held a public hearing on the rezoning on June 11, 2013 to consider the City’s intent to establish a zoning designation of C1, Commercial and to consider the Commission’s recommendation to zone all of the Property C1, Commercial; and

WHEREAS, after consideration of public input received at the hearing, the information provided by the City of Bastrop Planning Department, and all other information presented, City Council finds that it is in the public interest to approve the zone of the Property, which is currently identified as MH, Manufactured Housing to a new designation of C1, Commercial

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

Part 1: The Property, being approximately 3.973 acres within Bastrop Town Tract A-11 commonly known as 2801 E Highway Loop 150 within the City limits of Bastrop, Texas as more particularly shown and described on attached Exhibit "A", shall be and is hereby rezoned from its prior designation of MH, Manufactured Housing to a new zoning designation of C1, Commercial.

Part 2: This ordinance shall take effect upon passage and in accordance with the laws of the State of Texas.

READ and ACKNOWLEDGED on First Reading on the 11th day of June, 2013.

READ and APPROVED on the Second Reading on the ____ day of June, 2013.

APPROVED:

ATTEST:

Terry Orr
Mayor

Traci Chavez
City Secretary



06/21/2013

EXHIBIT A

Property Location Map

2801 East Highway Loop 150

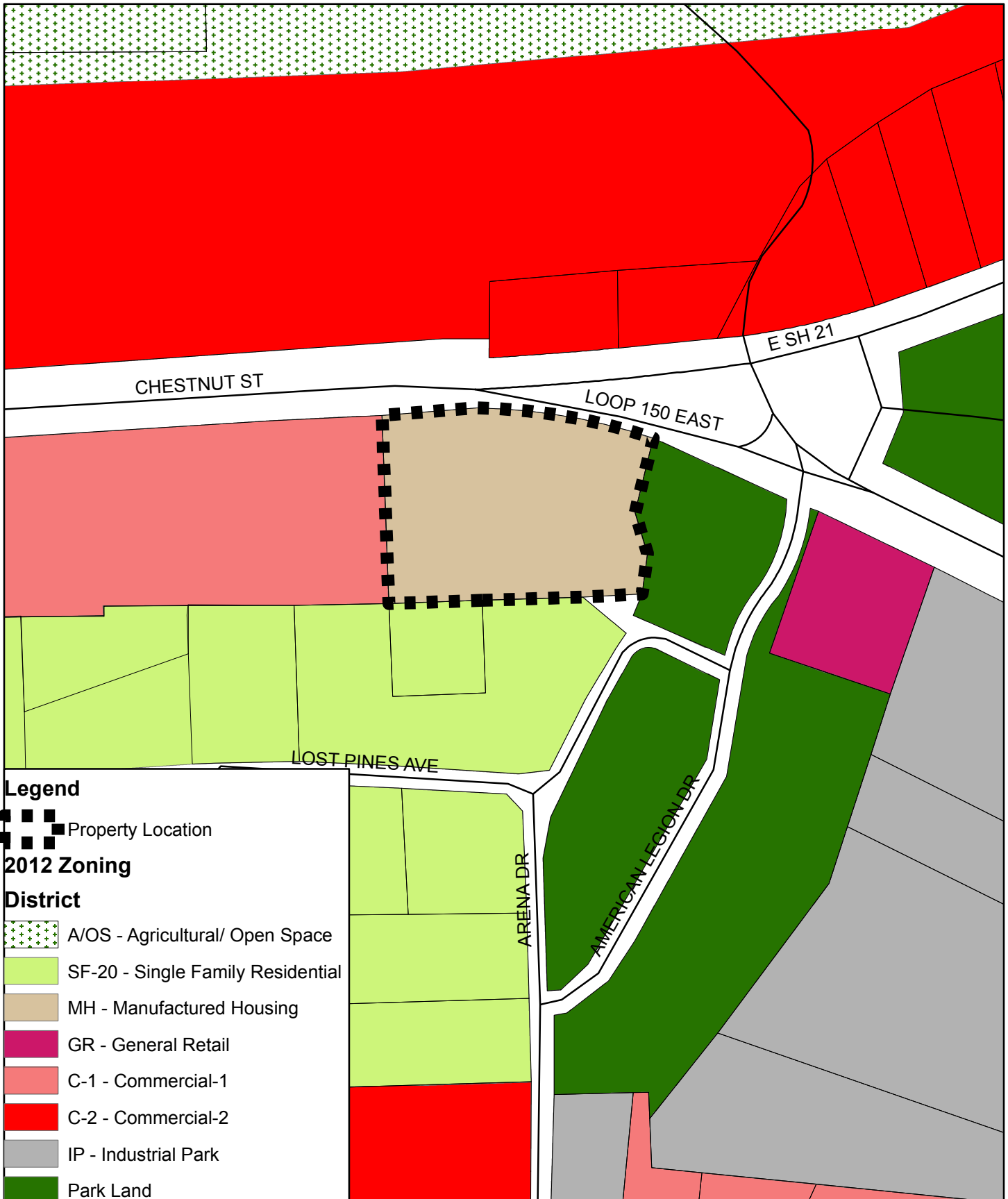
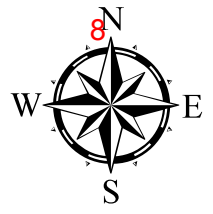


EXHIBIT "A"

RECEIVED
APR 08 2013

By _____

BEING a 3.973 acre tract or parcel of land out of and being a part of the Bastrop Town Tract, A-11, in the City of Bastrop, Bastrop County, Texas, and being all of that certain tract or parcel said to contain 4.000 acres described in a deed from Douglas Ott to Grayson* Hovenkamp, PLLC, dated April 11, 2005, recorded in Volume 1524, Page 263, Bastrop County Deed Records. Said tract being a part of that certain 12.854 acre tract described in a deed from Oscar A. Marx, et ux, to Jerry Ingram, Trustee, recorded in Volume 278, Page 382, Bastrop County Deed Records. Herein described tract or parcel of land being more particularly described by metes and bounds as follows:

BEGINNING at the northeast corner of the said 12.854 acre tract, a 1/2 inch iron pipe found in the south line of Loop 150 and northwest corner of the City of Bastrop 15.731 acre tract for the northeast corner of this tract.

THENCE with the east line of the said 12.854 acre tract common with the west line of the City of Bastrop Tract, S 25 deg. 19 min. 44 sec. W, 159.12 feet to a 1/2 inch iron rod with plastic survey cap found; S 14 deg. 29 min. 51 sec. E, 85.71 feet to a 1/2 inch iron rod with plastic survey cap found; S 00 deg. 59 min. 54 sec. W, 79.65 feet to a 1/2 inch iron rod with plastic survey cap found at the southeast corner of the said 12.854 acre tract for the southeast corner of this tract. Said point being in the north line of that certain 4.79 acre tract described in a deed from Margaret L. Jones to Michael S. Jones, recorded in Volume 1566, Page 680, Bastrop County Deed Records.

THENCE with the south line of the said 12.854 acre tract, and north line of the Michael S. Jones 4.79 acre tract and north line of that certain 0.989 acre tract described in a deed from H.E. Jones to Kenneth Foust, recorded in Volume 898, Page 361, Bastrop County Deed Records, N 89 deg. 59 min. 41 sec. W; at 347.95 feet pass a 1/2 inch iron rod found at a common corner of the 4.79 acre and 0.989 acre tract, in all, 449.83 feet to a 1/2 inch iron rod found at the southeast corner of that certain 8.851 acre tract described in a deed from the Estate of Charles Leonard Mathews, et al, to Amira Development Co., Inc., recorded in Volume 1709, Page 875, Bastrop County Deed Records, for the southwest corner of this tract.

THENCE crossing said 12.854 acre tract with the east line of the Amira 8.851 acre tract, N 00 deg. 00 min. 00 sec. E, 407.38 feet to a 1/2 inch iron rod found in the south line of Loop 150 and north line of the 12.854 acre tract, the northeast corner of the 8.851 acre tract for the northwest corner of this tract.

THENCE with the south line of Loop 150 and north line of the 12.854 acre tract, N 87 deg. 45 min. 38 sec. E, 54.49 feet to a concrete right of way marker found at the beginning of a curve to the right.

THENCE with the said curve to the right whose radius is 2814.79 feet; whose long chord bears S 79 deg. 23 min. 17 sec. E, 386.09 feet; 386.39 feet along the arc to a point at end of said curve.

THENCE continuing with the south line of Loop 150 and north line of the 12.854 acre tract, S 63 deg. 23 min. 41 sec. E, 71.47 feet to the POINT OF BEGINNING, containing 3.973 acres of land.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Rose Pietsch

September 19, 2008 02:17:19 PM
KRISTAB FEE: \$24.00 BOOK:1864 PAGE:458-460

ROSE PIETSCH, County Clerk
Bastrop, Texas

DEED

200812549

CITY OF BASTROP

AGENDA ITEM A.4

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: June 18, 2013

MEETING DATE: June 25, 2013

1. Agenda Item: **Approval of the Special Event Permit Application submitted by Bastrop Homecoming Committee, Inc, to host “Bastrop Homecoming & Rodeo” on Wednesday, July 31, 2013 through Sunday, August 4, 2013 in downtown Bastrop, Mayfest Park, and Fireman’s Park.**

2. Party Making Request: **Trey Job, Director of Public Works, Parks, & Recreation.**

3. Nature of Request: (Brief Overview) Attachments: Yes X No

4. Policy Implication: _____

5. Budgeted: _____ Yes _____ No X N/A
Bid Amount: _____ Budgeted Amount: _____
Under Budget: _____ Over Budget: _____
Amount Remaining:

6. Alternate Option/Costs: _____

- | 7. Routing: | <u>NAME/TITLE</u> | <u>INITIAL</u> | <u>DATE</u> | <u>CONCURRENCE</u> |
|-------------|-------------------|----------------|-------------|--------------------|
| a) | | | | |
| b) | | | | |
| c) | | | | |

8. Staff Recommendation: _____
- _____
- _____

9. Advisory Board: _____ Approved _____ Disapproved _____ None

- | | | | |
|-------------------------------|----------|-------------|------|
| 10. Manager's Recommendation: | Approved | Disapproved | None |
|-------------------------------|----------|-------------|------|

11. Action Taken: _____



Bastrop Public Works, Parks, and
1209 Linden Street • P. O. Box 427 • Bastrop, TX 71229
Revised 4/27/2013 7:45 AM

Homecoming & Rodeo
Wed - Sun 07/31/13 - 08/04/13

Special Event Permit Application

Revised 4/27/2013

Name of event: Bastrop Homecoming and Rodeo

Location of event: 801 American Legion Drive, Mayfest Hill Park, Bastrop

Purpose of event: 4 day festival for local entertainment and to promote tourism

Day 1 of Event: July 31, 2013 Wednesday

Date & Day

5pm to 12pm

Times Open to Public

Setup for Day 1: July 31, 2013 Wednesday / 8am to 3pm

Date & Day

Time

Cleanup: As Needed

Date/Day

N/A

Time

Day 2 of Event: August 1, 2013 Thursday

Date & Day

5pm to 12pm

Times Open to Public

Setup for Day 2: August 1, 2013 Thursday / 8am to 3pm

Date & Day

Time

Cleanup: August 2, 2013 Friday

Date/Day

6am-finish

Time

Day 3 of Event: August 2, 2013 Friday

Date & Day

5pm to 12pm

Times Open to Public

Setup for Day 3: August 2, 2013 Friday / no set up

Date & Day

Time

Cleanup: August 3, 2013 Saturday

Date/Day

6am-finish

Time

Day 4 of Event: August 3, 2013 Saturday / no set up

Date & Day

5pm to 1am

Times Open to Public

Setup for Day 4: August 3, 2013 Saturday / no set up

Date & Day

Time

Cleanup: August 4, 2013 Sunday

Date/Day

6am-finish

Time

Name of organization: Bastrop Homecoming, Inc.

Address of organization: PO Box 215, Bastrop, TX 78602

Event coordinator #1: Lori Chapin, Treasurer

Daytime: 512-923-1440

Area Code/Number

Fax: _____

Area Code/Number

Cell: 512-923-1440

Area Code/Number

E-mail address: lchapin_2@hotmail.com

Event coordinator #2: Jane Sanders, Secretary

Daytime: 512-496-5451

Area Code/Number

Fax: _____

Area Code/Number

Cell: 512-496-5451

Area Code/Number

E-mail address: jane0869@gmail.com

Tanya Mathison : mathison-tanya@hotmail.com
(512) 748-6338

MAY 10 2013

Please describe event activities (may continue on separate sheet of paper, if necessary):

66th Year event-Free barrel racing exhibition (7-31-13), carnival (7-31 to 8-3-13), dance (8-1 to 8-3-13), free rodeo slack (8-1-13), CPRA rodeo (8-2 to 8-3-13), food and gift vendors (8-1 to 8-3-13), Grand Parade (8-3-13), Mike Mathison Memorial Horseshoe Tournament (8-3-13), 4H cake auction (8-3-13), Cowboy Breakfast Sponsored by Frontier Bank (8-3-13), Sports Reunion and Class Reunions (8-3-13 convention center), Texas Hold 'Em Tournament (8-3-13), Fred Wright, Jr. Memorial Golf Tournament (8-4-13)

Processing Fee (cannot be waived and must accompany application – NO PERSONAL OR BUSINESS CHECKS):

- \$100.00 with proof of non-profit status
- \$300 for all others
- Cashier's Check # 912158 OR Post Office-issued Money Order # _____ payable to City of Bastrop

Security Deposit Fee (cannot be waived and must accompany application – NO PERSONAL OR BUSINESS CHECKS):

- \$500.00
- Refunded if City property is clean and free of litter and damage after the event
- Cashier's Check # 912158 OR Post Office-issued Money Order # _____ payable to City of Bastrop
- ☐ On file from prior event(s)

Insurance (general liability policy in the amount of one million dollars with City named as additional insured):

- ☐ Submitted with app
- ☒ To be submitted July 31, 2013 *Renewal will be sent when obtained.*
- ☒ On file from prior event(s) *Policy expires July 31, 2012* ** Letter of intent 6/17/13 submitted **

Please describe/explain/list the following (may continue on separate sheet). Mark "N/A" if not applicable.

Admission Fees: ☐ No ☒ Yes (location of ticket booth): Mayfest Hill-will be open July 29-30 from 6pm to 8pm, July 31 from 3pm-8pm, August 1-2 from 3pm to 12am, August 3 from 3pm to 12:30am

Alcohol (TABC permit & City Council variance letter): Will obtain TABC temporary license 2 weeks prior to event

** Variance required from Council for this **
Animals (waste control): Rodeo contractor will provide care and animal waste control for rodeo stock

Attendance (anticipated #): 5,000-8,000

Banner Permit (location[s]): Bridge

Electrical (hot check, mats): Will utilize existing outlets

Emergency Services (First Aid Station, ambulance standby): First responders and on-site ambulance

Fireworks Permit & Safety Plan (State Fire Marshal 512/305-7932): N/A

Inspections (tents, stages, electrical, etc): Thursday, August 1st 8am

Litter Control: 5 roll off dumpsters and 40+ barrel trash cans with separate units for aluminum cans

MAY 10 2013

Map (location of activities, vendors, parking, etc): Map included with application and available on website

Parking Plan (remote, shuttle): On-site directed parking and shuttle with remote parking

Portacans (Jackpot 512/303-1467, American PortaCan 512/775-3175)(list locations): 30 units to include handicap with 6 hand washing stations

Rodeo Arena (Rhonda Lock 512/ 563-8816): Homecoming, Inc. holds lease for rodeo arena

Security Plan (off-duty police 512/332-8600): Security plan will be coordinated with Clint Nagy

Show Barn (Allen Stewart 512/413-8512): Show barn will be leased Thursday to Sunday

Signage (remove within 24 hours after event): All signs will be removed by Sunday (8-5)

Sound Permit (for amplified sound): For August 1-3, 2013

Street Closures: Temporary street closures for parade only, will coordinate with Clint Nagy

Temporary Structures (location of tents, stages, etc): All tents and temporary structures will be in place for inspection on 8-1-13

Vehicles, Equipment, etc (description and location): Dodge vehicles on display inside rodeo arena, extra lighting for parking lots, generator will be set inside showbarn

Vendors (Valid Tax ID #; food? other?): Application process required prior to event requires all of this information
• Bastrop County Health and Sanitation Department permit, 806 Water Street, (512) 332-7276

Volunteers (how many & how identified): Wristband

Water/Wastewater requirements: All existing water outlets will be utilized based on city restrictions

I, the undersigned Applicant, hereby agree to indemnify and hold harmless the City of Bastrop, its officers, employees, agents, and representatives against all claims of liability and causes of action resulting from injury or damage to persons or property arising out of the Special Event.



Applicant – Please print or write legibly

5-10-13

Date

This application must be submitted in person and by appointment only: (512) 332-8920. The City's special event coordinator will go over the submitted app with you to confirm that all questions are answered and all required fees, permits, etc are submitted, as well.

May 3, 2013

In addition, Bastrop Homecoming is requesting the use of Fireman's Park, located at 600 Hill Street, on August 3rd and 4th for a 2-day softball tournament that will run in conjunction with other Homecoming events. Hours of tournament are pending registration of teams. We are asking that alcoholic beverages be allowed to be brought in by guests. There will be no sale of alcoholic beverages under the Homecoming temporary TABC license at this location.

Please let us know what further coordination needs to occur to make this new event possible. Thank you.

Parks Board on Thursday 6/13/13
voted not to allow alcohol
in Fireman's Park during
this event.

MAY 10 2013

Special Event Review Committee Signatures

*The City's Special Event Coordinator will obtain the following applicable signatures.
In order to expedite the process, a designee may sign for any of the following in his or her absence*

☒ City Manager

Date

☒ Police Department

Date

☒ Public Works, Parks, & Recreation Department

Date

☐ Bastrop Power & Light Department

Date

☐ Water/Wastewater Department

Date

☐ Main Street Manager

Date

☐ Other

Date

City of Bastrop
Public Works, Parks, & Recreation
1209 Linden Street *physical address*
P. O. Box 427 *mailing address*
Bastrop, TX 78602
(512) 332-8920 *main – Marty DuVall*
(512) 321-1313 *fax*



Trey Job, Director, Public Works, Parks, & Rec
Kevin Wilson, Public Works Foreman
Jason Alfaro, Parks Superintendent
Curtis Ervin, Director, Power & Light
Matt Wagner, Assistant Police Chief
Ted Bowers, City Inspector
Nancy Wood, Main Street Manager

512/848-5716
512/848-6916
512/718-3766
512/848-6934
512/848-6930
512/629-5033
512/297-5382

This application must be submitted in person and by appointment only: (512) 332-8920. The City's special event coordinator will go over the submitted app with you to confirm that all questions are answered and all required fees, permits, etc are submitted, as well.

MAY 10 2013 06/21/2013

Homecoming & Rodeo 16
Wed - Sun 07/31/13 - 08/04/13

FIRST NATIONAL BANK
Bastrop County's Bank... Since 1889
Member FDIC

THE PURCHASE OF AN INDEMNITY BOND WILL BE REQUIRED BEFORE ANY
CASHIER'S CHECK OF THIS BANK WILL BE REPLACED OR REFUNDED IN THE EVENT
IT IS LOST, MISPLACED, OR STOLEN.

Cashier's Check

ETHOMAS

5/10/13

912158

PURCHASER

BASTROP HOMECOMING

\$600.00

SPECIAL EVENT DEPOSIT

SIX HUNDRED DOLLARS AND 00/100

PAY
TO THE
ORDER OF

CITY OF BASTROP

Erica Thomas

⑈000912158⑈ ⑆114904953⑆ 187898⑈

CITY OF BASTROP
PUBLIC WORKS, PARKS, & REC.
P.O. Box 427 • Bastrop, Texas 78602
(512) 332-8920

**CASH
RECEIPT**

DATE 5/10 20 13 19750

Received From

Address

For

ACCOUNT

AMT. OF
ACCOUNT

AMT. PAID

BALANCE
DUE

HOW PAID

CASH

CHECK

MONEY
ORDER

By

Bastrop Homecoming Rodeo
P.O. Box 215
Bastrop, TX 78602 Dollars \$ *600.00*
Special Event: Homecoming Rodeo
07/31/13 - 8/03/13
912158
Atz

06/21/2013

Nonprofit Status

Homecoming & Rodeo 17
Wed - Sun 07/31/13 - 08/04/13

Internal Revenue Service

Date: August 4, 2006

BASTROP HOMECOMING COMMITTEE
% RALPH SWEARINGEN
PO BOX 215
BASTROP TX 78602-0215

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:
Mrs. E. Eckert ID 31-07436
Customer Service Specialist
Toll Free Telephone Number:
877-829-5500
Federal Identification Number:
74-2849719

Dear Sir or Madam:

This is in response to your request of August 4, 2006, regarding your organization's tax-exempt status.

In March 1999 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records indicate that your organization is also classified as a public charity under sections 509(a)(1) and 170(b)(1)(A)(vi) of the Internal Revenue Code.

Our records indicate that contributions to your organization are deductible under section 170 of the Code, and that you are qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Internal Revenue Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,

Janna K. Skufca

Janna K. Skufca, Director, TE/GE
Customer Account Services



June 17, 2013

To Whom It May Concern:

Bastrop Homecoming, Inc. intends to renew a long running insurance policy with:

Texas Associates Insurors, PO Box 29, Smithville, Texas 78957

A renewal quote will be available July 12, 2013. Payment will be made at that time with a certificate of insurance available at time of payment. All necessary insurance paperwork will be forwarded to the City of Bastrop.

A handwritten signature in cursive script that reads "Lori Chapin".

Lori Chapin, Treasurer



06/21/2013

CERTIFICATE OF LIABILITY INSURANCE

BAST-24

OP ID: MZ

DATE (MM/DD/YYYY)

05/10/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR CONTRADICT THE POLICIES LISTED BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE AN ENDORSEMENT, REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

Homecoming & Rodeo

Wed - Sun 07/31/13 - 08/04/13

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policyholder is subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER TX Assoc-Smithville P O Box 29 Smithville, TX 78957 Shirley J. Cameron	512-360-2565 512-237-3294	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Scottsdale Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): NAIC #
INSURED Bastrop Homecoming Committee, Inc. P. O. Box 215 Bastrop, TX 78602			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Liquor-1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC	X		CPS1635979	07/31/12	07/31/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

Need renewal
See letter of Intent submitted 6/17/13

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Event: Bastrop Homecoming 8/1/12-8/4/13

CERTIFICATE HOLDER

CANCELLATION

City Of Bastrop
PO Box 427
Bastrop, TX 78602

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

AUTHORIZED REPRESENTATIVE

MAY 10 2013

Bastrop, tx - Google Maps

06/21/2013

Google maps

Address Bastrop, TX 78602

Homecoming & Rodeo

20

Wed - Sun 07/31/13 - 08/04/13



Text the word "GMAPS" to 466453



Green arrows represent 1st group of parade entries, blue arrows represent overflow. Horses stay in staging area located by Genesis School until parade begins. Then they move to Cedar St. to be at end of parade. Officials and fire trucks will be lined up on north side of Cedar St. facing west. They will follow behind city police and color guard.

MAY 10 2013
06/21/2013

Arena Drive

Water
Tower

Carriles
Camp Out

Parking

Arena Drive

Gate

Gate

Gate

Parking

Indicates Portable toilets

Indicates dumpster

American
Legend

Livestock
Association
Showbarn

Concession

Vendors

Hose Bibs

Parking

Lot

Restrooms

Dumpster

Tickets

Gate

Electric
15' - 18'
Apartment

Vendors

Concession

Rodeo
Arena

Concession

Overflow
parking

Church

Loop 150

B.E.D.C.
Property

Sign

Carnival

Rodeo contestant
Parking

MAY 10 2013

06/21/2013

Event: Bastrop Homecoming and Rodeo Date(s): July 31, August 1-4, 2013 Date Submitted: May 3, 2013

22

Sound Permit Application

Revised 4/27/2013 8:07

City of Bastrop - Public Works, Par
1209 Linden Street; Bastrop, 1
Tel: (512) 332-8920 • Fax: (512)

Homecoming & Rodeo

Wed - Sun 07/31/13 - 08/04/13

Office Hours: 7:00 a.m. to 11:30 a.m. and 1:00 p.m. to 3:30 p.m.

Special Event on City Property ☒

Special Event on Private (not City) Property ☐

Park Pavilion Rental ☐

Activity on City Property ☐

Activity on Private (not City) Property ☐

Permits are required for use of any and all amplified sound within the city limits by other than normal household portable stereo equipment, occurring on private (not City) and public residential and non-residential property. Permits are valid only for the duration of the event named in this application.

A permit for events held in residential areas is valid between the hours of **8:00 a.m. and 10:00 p.m.**

A permit for events held in non-residential areas is valid between the hours of **8:00 a.m. and midnight (12:00 a.m.).**

The volume of the sound amplified shall not exceed **85 dB(A) (daytime)** or **80 dB(A) (night time)** when measured from the nearest receiving property. The Police Department can request the permit holder to turn down or turn off the amplified sound if there are complaints.

YOU MUST HAVE THIS PERMIT IN YOUR POSSESSION AT THE TIME OF THE EVENT!

Responsible party: Bastrop Homecoming, Inc.

Address: PO Box 215, Bastrop, TX 78602

Phone No: 512-923-1440 Fax No: N/A

E-mail address: lchapin 2@hotmail.com

Date(s) of event, rental, or activity: July 31, August 1-4, 2013

Name of event or activity: Bastrop Homecoming and Rodeo

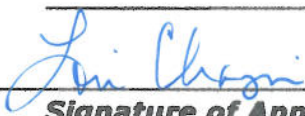
Location(s) of event, rental, or activity: Bastrop Rodeo Arena and Ken Estep Showbarn

Location(s) of amplified sound equipment: Bastrop Rodeo Arena and Ken Estep Showbarn

Start time (AM or PM): 7/31/13 7pm End time (AM or PM): 8/4/13 1am

Number of speakers used: Same as 2012 Number of amplifiers used: Same as 2012

Comments: Homecoming is aware of limits and will work within ranges set by City of Bastrop.


Signature of Applicant

5-10-13

Date

MAY 10 2013



City of Bastrop, Texas
Special Event Banner Permit Application
for Banners Hung on Banner Plaza

Revised 04/27/2013 8:06 AM

Homecoming & Rodeo

Wed - Sun 07/31/13 - 08/04/13

Special Event: Bastrop Homecoming and Rodeo

Date(s) of Event: July 31 through August 4, 2013

Contact person: Lori Chapin

Address: PO Box 215, Bastrop

E-Mail: lchapin_2@hotmail.com

Phone: 512-923-1440

Banners will no longer be hung on the Old Iron Bridge per Ordinance No 2011-23a.

ONLY NON-PROFIT organization banners will be hung on Banner Plaza, which is at the intersection of Perkins and Loop 150 (a/k/a Chestnut). ***Fees are automatically waived for nonprofit organizations.***

- a. Banner Plaza will accommodate 3 banners at a time.
- b. Banners will hang for ***no more than 3 weeks*** prior to date of the event. If there are more than 3 banners submitted to hang for the same time period, the timeframe for hanging each banner may be shortened at the discretion of the City staff.
- c. Banners must measure 18 feet in width and 3 feet in height.



- d. Banners made of vinyl must have numerous slits to prevent wind tears.
- e. A banner must have grommets/eyelets (metal reinforced holes) on each corner and at least one in the middle of both sides, as well as grommets/eyelets spaced equally across the top and bottom of the banner.
- f. Banners must be delivered to Public Works with a storage container (pvc pipe with cap on each end, plastic bin, plastic storage bag, etc) labeled with event name and a contact name and number.
- g. Please contact Public Works at (512) 332-8920 ***within 1 week*** after completion of the event to arrange to pickup banner(s). Unclaimed banners will be disposed of due to lack of storage space.



City of Bastrop, Texas
Special Event Banner Permit Application
for Banners Hung on Antique Light Poles Next to
Old Iron Bridge
Revised 04/27/2013 8:06 AM

MAY 10 2013

Homecoming & Rodeo
Wed - Sun 07/31/13 - 08/04/13

Cost included in Processing Fee if processed through Public Works, Parks, & Recreation Department

Special Event: Bastrop Homecoming and Rodeo

Date(s) of Event: July 31 through August 4, 2013

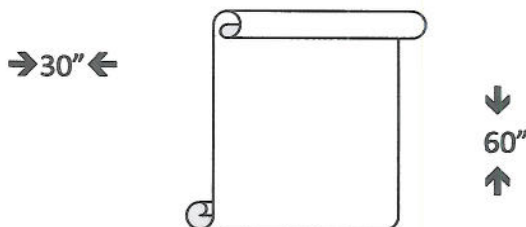
Contact person: Lori Chapin

Address: PO Box 215, Bastrop

E-Mail: lchapin_2@hotmail.com

Phone: 512-923-1440

- a. Banners will hang for ***no more than 3 weeks*** prior to date of the event. If more than one banner permit is requested for the same time period, the timeframe for each permit may be shortened at the discretion of the City staff.
- b. Banners must measure 30 inches in width (rods inserted inside pockets across top and bottom of banner) x 60 inches in height (down the sides from top to bottom).



- c. This is standard size. There are nine (9) poles. Nancy Wood, Main Street Manager, at (512) 332-8996 can assist with current vendor catalogs/information.
- d. Banners made of vinyl, canvas, Sunbrella, or other materials must be durable and able to withstand extreme wind buffs.
- e. Banners must be delivered to Public Works with a storage container (pvc pipe with cap on each end, plastic bin, plastic storage bag, etc) labeled with event name and a contact name and number.
- f. Please contact Public Works at (512) 332-8920 ***within 1 week*** after completion of the event to arrange to pickup banner(s). Unclaimed banners will be disposed of due to lack of storage space.

MAY 10 2013



City of Bastrop, Texas
Special Event Banner Permit Application
for Banners Hung on TxDOT ROW at College & Pecan

Revised 04/27/2013 8:06

Cost included in Processing Fee if processed through Pub

Homecoming & Rodeo

Wed - Sun 07/31/13 - 08/04/13

Special Event: Bastrop Homecoming and Rodeo

Date(s) of Event: July 31 through August 4, 2013

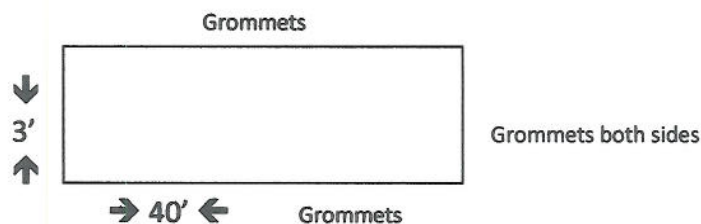
Contact person: Lori Chapin

Address: PO Box 215, Bastrop

E-Mail: lchapin_2@hotmail.com

Phone: 512-923-1440

- Banners hung on TXDOT right-of-ways require Permit Form 2057 obtained from Department of Transportation on Hwy 21 and Loop 150, (512) 321-2221. A copy of the signed approval must be submitted to Public Works.
- Banners will hang for *no more than 3 weeks* prior to date of the event. If there are more banners submitted to hang for the same time period, the timeframe for hanging each banner may be shortened at the discretion of the City staff.
- Banners must measure 40 feet in width x 3 feet in height.



- Banners must be made of mesh to prevent wind tears.
- A banner must have grommets/eyelets (metal reinforced holes) on each corner and at least one in the middle of both sides, as well as grommets/eyelets spaced equally across the top and bottom of the banner.
- Banners must be delivered to Public Works with a storage container (pvc pipe with cap on each end, plastic bin, plastic storage bag, etc) labeled with event name and a contact name and number.
- Please contact Public Works at (512) 332-8920 *within 1 week* after completion of the event to arrange to pickup banner(s). Unclaimed banners will be disposed of due to lack of storage space.

CITY OF BASTROP

AGENDA ITEM A.5

STANDARDIZED AGENDA RECOMMENDATION FORM

CITY COUNCIL

DATE SUBMITTED: June 18, 2013

MEETING DATE: June 25, 2013

1. Agenda Item: **Approval of the Special Event Permit Application submitted by Lee Harle, owner of Bastrop River Company, to host “Stand-Up Paddle Cup” on Friday, August 16th and Saturday, August 17, 2013 in Fisherman’s Park, Riverwalk, Colorado River, and Bastrop Brewhouse.**

2. Party Making Request: **Trey Job, Director of Public Works, Parks, & Recreation.**

3. Nature of Request: (Brief Overview) Attachments: Yes X No

4. Policy Implication: _____

5. Budgeted: _____ Yes _____ No X N/A
 Bid Amount: _____ Budgeted Amount: _____
 Under Budget: _____ Over Budget: _____
 Amount Remaining: _____

6. Alternate Option/Costs: _____

- | 7. Routing: | <u>NAME/TITLE</u> | <u>INITIAL</u> | <u>DATE</u> | <u>CONCURRENCE</u> |
|-------------|-------------------|----------------|-------------|--------------------|
| a) | | | | |
| b) | | | | |
| c) | | | | |

8. Staff Recommendation: _____

9. Advisory Board: _____Approved _____Disapproved _____None

- | | | | |
|-------------------------------|----------|-------------|------|
| 10. Manager's Recommendation: | Approved | Disapproved | None |
|-------------------------------|----------|-------------|------|

11. Action Taken: _____

Event: 06/21/2013 The SUP Cup Date(s): Aug 16-17 Date Submitted: Tuesday MAY 28 2013



Bastrop Public Works, Parks, and Recreation
1209 Linden Street • P. O. Box 427 • Bastrop
Revised 2/20/2013 2:57 P

Stand-Up Paddle Cup
Friday & Saturday 08/16 & 17/2013

Special Event Permit Application

Revised 2/20/2013

Name of event: The SUP Cup Stand up Paddle Cup
Location of event: Fisherman's Park, Colorado River, Bastrop Brewhouse / Bastrop River Co.
Purpose of event: 2 day SUP competition and entertainment
Day 1 of Event: Aug 16th - Friday / 5:00 PM
Date & Day Times Open to Public
Setup for Day 1: Aug 16th Friday / 8:00 AM Cleanup: Aug 16th Friday / 9:00 AM
Date & Day Time Date/Day Time
Day 2 of Event: Aug 17th Saturday / 9:00 AM
Date & Day Times Open to Public
Setup for Day 2: Aug 17th Saturday / 6:00 AM Cleanup: Aug 17th Sat / 10:00 PM
Date & Day Time Date & Day Time
Day 3 of Event: _____ / _____
Date & Day Times Open to Public
Setup for Day 3: _____ / _____ Cleanup: _____ / _____
Date & Day Time Date & Day Time
Name of organization: Bastrop River Company
Address of organization: 601 Chestnut St. Ste F Bastrop, TX 78602
Event coordinator #1: Lee Harle 597
Daytime: 512-921-8423 Fax: 512-~~957~~-0705 Cell: 512-921-8423
Area Code/Number Area Code/Number Area Code/Number
E-mail address: lpharle@gmail.com, bastropriver@gmail.com
Event coordinator #2: _____
Daytime: _____ Fax: _____ Cell: _____
Area Code/Number Area Code/Number Area Code/Number
E-mail address: _____

Please describe event activities (may continue on separate sheet of paper, if necessary):

3 SUP competitions, staged from the boat ramp @ Fisherman's Park. Sponsor & vendor booths set up in the park along the river walk (mainly in front of the Brewhouse). Music & games along the ~~bank~~ river bank during ~~Sat~~ Fri. & Sat. activities on the water. See attached itinerary

Event: 06/21/2013 The SUP Cup Date(s): Aug. 16th & 17th Date Submitted: MAY 28 2013

Processing Fee (cannot be waived and must accompany application – NO PERSONAL OR BUSINESS CHECKS):

- \$100.00 with proof of non-profit status
- \$300 for all others
- Cashier's Check # _____ OR Post Office-issued Money Order # _____ payable to City of Bastrop

Security Deposit Fee (cannot be waived and must accompany application – NO PERSONAL OR BUSINESS CHECKS):

- \$500.00
- Refunded if City property is clean and free of litter and damage after the event
- Cashier's Check # _____ OR Post Office-issued Money Order # _____ payable to City of Bastrop
- ☐ On file from prior event(s)

Insurance (general liability policy in the amount of one million dollars with City named as additional insured):

- ☐ Submitted with app
- ☐ To be submitted _____
- ☐ On file from prior event(s)

Please describe/explain/list the following (may continue on separate sheet). Mark "N/A" if not applicable.

Admission Fees: ☐ No ☒ Yes (location of ticket booth): Competitors only, online registration

Alcohol (TABC permit & City Council variance letter): Will request City Council variance to allow alc. in the park.

Animals (waste control): N/A

Attendance (anticipated #): 500 - 800

Banner Permit (location[s]): At boat ramp, at pavillion, along riverbank by BRC boat dock

Electrical (hot check, mats): Yes

Emergency Services (First Aid Station, ambulance standby): First Aid - under shade of bridge - Ambulance Standby Yes

Fireworks Permit & Safety Plan (State Fire Marshal 512/305-7932): N/A

Inspections (tents, stages, electrical, etc): Sponsor, vendor, + other event related tents + structures →

Litter Control (possible 20-yard dumpster fee): Trash cans + recycle bins at congregating areas →

Map (location of activities, vendors, parking, etc): _____

Parking Plan (remote, shuttle): Shuttles from hotel parking lots to Alley B provided by BRC Rides.

Portacans (Jackpot 512/303-1467, American PortaCan 512/775-3175)(list locations): Boat Ramp area (2-3 cans)

Under bridge near First Aid station (2-3 cans)

Rodeo Arena (Rhonda Lock 512/ 563-8816): N/A

Security Plan (off-duty police 512/332-8600): See reverse side → See page 2(a)

Inspections Cont'd: must be set up & available for inspection by 3:00 PM on Friday Aug. 16th. if they are to be set up on Friday. Saturday only tent & structures must be set up & available for inspection by 8:00 AM Sat morning. All tents & structures must be set up properly according to manufacturers instructions & securely staked down or otherwise securely fastened to permanent structures.

Litter Control Cont'd: and at various locations along the river walk.

Parking Plan: Shuttles will begin Friday @ 4:00 PM & run till 1:00 AM Saturday from 8:00 AM to 2:00 AM

Security Plan: Parking lot access will be restricted ^{**} to sponsors, vendors, & competitors ~~on~~ on Friday for unloading equipment & booth materials. Access will be closed @ race time on Friday. Overnight guards* (2-3) will provide ~~overnight~~ night watch of competitor, vendor, & sponsor equipment etc.

* Overnight guards will be paid off duty police

** Parking lot access will be controlled by paid off duty city employees or police, & assisted by volunteers.

Parking lot access will reopen @ 6:00 AM Saturday for late registration & check in of competitors, vendors, & sponsors. Parking lot access will be closed @ race time for 1st Sat. event. Competitors equipment in the park will be guarded by volunteers during the day both Friday & Saturday.

Event: The SUP Cup Date(s): Aug. 16th + 17th Date Submitted: MAY 28 2013
Show Barn (Allen Stewart 512/413-8512): N/A
Signage (remove within 24 hours after event): Suspended across Chestnut St Bridge, Directional Signage
Sound Permit (for amplified sound): Will request for MC/DJ set up below Brewhouse
Street Closures: N/A

Temporary Structures (location of tents, stages, etc): Vendor + Sponsor tents to set up below Brewhouse in park. Various cooling stations to set up in park with fans + misters distributing free water bottles. MC/DJ stage provided →

Vehicles, Equipment, etc (description and location): Vendors + Sponsors will need access to unload + load out in the park. Sponsors may request to leave wrapped vehicles in the park for promotional purposes during the event. →

Vendors (Valid Tax ID #; food? other?): Vendors will be limited to sponsors, outdoor recreation →
• Bastrop County Health and Sanitation Department permit, 806 Water Street, (512) 332-7276

Volunteers (how many & how identified): 20-30 volunteers wearing brightly colored volunteer shirts.

Water/Wastewater requirements: Bastrop River Co will provide outdoor showering facility for competitors coming off of the river. By the first aid station.

I, the undersigned Applicant, hereby agree to indemnify and hold harmless the City of Bastrop, its officers, employees, agents, and representatives against all claims of liability and causes of action resulting from injury or damage to persons or property arising out of the Special Event.


Applicant – Please print or write legibly

5-28-13
Date

This application must be submitted in person and by appointment only: (512) 332-8920. The City's special event coordinator will go over the submitted app with you to confirm that all questions are answered and all required fees, permits, etc are submitted, as well.

Signage cond: to Fishermans Park

Temp Structures: by Red Bull to set up next to BRC boat dock. Red Bull stage is an SUV with a cargo area that unfolds to create stage. Speakers etc. are built in.

Vehicles: Bastrop River Co will provide golf cart shuttles for participants from Brewhouse area to boat ramp area.

Vendors: related companies + local food vendors.

Event:

06/21/2013

Date(s):

Fri & Sat
8/16 & 17/2013

Date Submitted:

MAY 28 2013³²

Special Event Review Committee Signatures

*The City's Special Event Coordinator will obtain the following applicable signatures.
In order to expedite the process, a designee may sign for any of the following in his or her absence*

☒ City Manager

Date



6-3-13

☒ Police Department

Date



5-31-13

☒ Public Works, Parks, & Recreation Department

Date

☐ Bastrop Power & Light Department

Date

☐ Water/Wastewater Department

Date

☐ Main Street Manager

Date

☐ Other

Date

City of Bastrop
Public Works, Parks, & Recreation
1209 Linden Street *physical address*
P. O. Box 427 *mailing address*
Bastrop, TX 78602
(512) 332-8920 *main – Marty DuVall*
(512) 321-1313 *fax*



Trey Job, Director, Public Works, Parks, & Rec
Kevin Wilson, Public Works Foreman
Jason Alfaro, Parks Superintendent
Curtis Ervin, Director, Power & Light
Matt Wagner, Assistant Police Chief
Ted Bowers, City Inspector
Nancy Wood, Main Street Manager

512/848-5716
512/848-6916
512/718-3766
512/848-6934
512/848-6930
512/629-5033
512/297-5382

This application must be submitted in person and by appointment only: (512) 332-8920. The City's special event coordinator will go over the submitted app with you to confirm that all questions are answered and all required fees, permits, etc are submitted, as well.

FIRST NATIONAL BANK
Bastrop County's Bank... Since 1889
 Member FDIC

THE PURCHASE OF AN INDEMNITY BOND WILL BE REQUIRED BEFORE ANY
 CASHIER'S CHECK OF THIS BANK WILL BE REPLACED OR REFUNDED IN THE EVENT
 IT IS LOST, MISPLACED, OR STOLEN.

Cashier's Check

ETHOMAS

5/29/13

912496

PURCHASER

BASTROP RIVER COMPANY LLC

\$800.00

PARK PERMIT

EIGHT HUNDRED DOLLARS AND 00/100

PAY
TO THE
ORDER OF

CITY OF BASTROP

Erica Thomas
Signature area contains the SQR™ Erica Thompson Bastrop Bank

⑈000912496⑈ ⑆114904953⑆ 187898⑈

CITY OF BASTROP
 PUBLIC WORKS, PARKS, & REC.
 P.O. Box 427 • Bastrop, Texas 78602
 (512) 332-8920

**CASH
RECEIPT**

DATE 5/29 20 13 19761

Received From Bastrop River Company

Address 601 Chestnut St

Bastrop, TX Dollars \$ 800.00

For Special Event Support on Fri Sat 8/16-17/13

ACCOUNT			HOW PAID		
AMT. OF ACCOUNT			CASH		
AMT. PAID			CHECK	800.00	
BALANCE DUE			MONEY ORDER		

By CLB

#912496
 \$300 - Fee \$500 - deposit



June 13, 2013

City of Bastrop

RE: Bastrop River Company

To whom it may concern;

Please be advised that as the agent for Bastrop River Company, we are currently w
required Liability coverage for the scheduled in August at a Bastrop public park.

Please do not hesitate to contact our office with any questions.

Sincerely;

Ronda Brown

Ronda Brown, CIC, CRM
Commercial Marketing Manager

cc: Lee Harle, Bastrop River Company

cc: Gary Grissom, Advisor

Stand-Up Paddle Cup
Friday & Saturday 08/16 & 17/2013

12 Plugs Available

Starting point
Banner

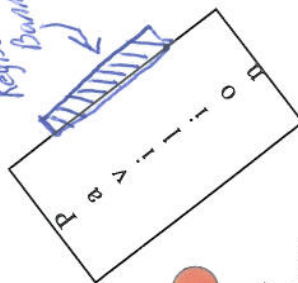
PortaLans

Small Pavilion

Dumpster

Playscape

Registration Banner



BBO Pit

8 Plugs Available

1 Plug available

4 Plugs available

B-Ball Court

4 Plugs Available

Tennis Courts

4 Plugs Available

Road Block

Willow Street

Restricted Access

F a r m S t r e e t

Restrooms

2 Plugs Available

Each pedestal has 4 available plugs.

11 pedestals total

Road Block
Restricted Access

Stand-Up Paddle Cup
Friday & Saturday 08/16 & 17/2013



Event: 06/21/2013 The SUP Cup Date(s): Aug 16-17 Date Submitted: MAY 28 2013 ³⁷



Sound Permit Application

Revised 8/31/2012 8:00

City of Bastrop - Public Works, Park
1209 Linden Street; Bastrop, TX
Tel: (512) 332-8920 • Fax: (512) 332-1010

Stand-Up Paddle Cup

Friday & Saturday 08/16 & 17/2013

Office Hours: 7:00 a.m. to 11:30 a.m. and 1:00 p.m. to 3:30 p.m.

Special Event on City Property ☒

Special Event on Private (not City) Property ☐

Park Pavilion Rental ☐

Activity on City Property ☐

Activity on Private (not City) Property ☐

Permits are required for use of any and all amplified sound within the city limits by other than normal household portable stereo equipment, occurring on private (not City) and public residential and non-residential property. Permits are valid only for the duration of the event named in this application.

A permit for events held in residential areas is valid between the hours of **8:00 a.m. and 10:00 p.m.**

A permit for events held in non-residential areas is valid between the hours of **8:00 a.m. and midnight (12:00 a.m.)**.

The volume of the sound amplified shall not exceed **85 dB(A) (daytime)** or **80 dB(A) (night time)** when measured from the nearest receiving property. The Police Department can request the permit holder to turn down or turn off the amplified sound if there are complaints.

YOU MUST HAVE THIS PERMIT IN YOUR POSSESSION AT THE TIME OF THE EVENT!

Responsible party: Bastrop River Company, Lee Harle
Address: 601 Chestnut St 597
Phone No: 512-921-8423 Fax No: 512-957-0705
E-mail address: bastrop.river@gmail.com
Date(s) of event, rental, or activity: August 16th & 17th 2013
Name of event or activity: The SUP Cup
Location(s) of event, rental, or activity: Fisherman's Park
Location(s) of amplified sound equipment: Fisherman's Park

Start time (AM or PM): Fri: 5:00PM Sat: 9:00AM End time (AM or PM): Fri: 12:00AM Sat 12:00AM

Comments: MC/DJ during SUP Cup events on the river.

[Signature]
Signature of Applicant

5-14-13
Date

Event: The SUP Cup Date(s): Aug 16-17, 2013 Date Submitted: MAY 28 2013



City of Bastrop, Texas
Special Event Banner Permit Application
for Banners Hung on Banner Plaza

Revised 02/19/2013 9:06 /

Stand-Up Paddle Cup

Friday & Saturday 08/16 & 17/2013

Special Event: The SUP Cup

Date(s) of Event: Aug 16-17, 2013

Contact person: Lee Harle

Address: 601 Chestnut St. Ste F

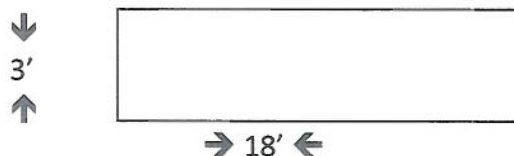
E-Mail: bastropriver@gmail.com

Phone: (512) 921-8423 Fax: (512) 597-0705 Cell Phone: 512-921-8423
321-4661

Banners will no longer be hung on the Old Iron Bridge per Ordinance No 2011-23a.

ONLY NON-PROFIT organization banners will be hung on Banner Plaza, which is at the intersection of Perkins and Loop 150 (a/k/a Chestnut). **Fees are automatically waived for nonprofit organizations.**

- Banner Plaza will accommodate 3 banners at a time.
- Banners will hang for **no more than 3 weeks** prior to date of the event. If there are more than 3 banners submitted to hang for the same time period, the timeframe for hanging each banner may be shortened at the discretion of the City staff.
- Banners must measure 18 feet in width and 3 feet in height.



- Banners made of vinyl must have numerous slits to prevent wind tears.
- A banner must have grommets/eyelets (metal reinforced holes) on each corner and at least one in the middle of both sides, as well as grommets/eyelets spaced equally across the top and bottom of the banner.
- Banners must be delivered to Public Works with a storage container (pvc pipe with cap on each end, plastic bin, plastic storage bag, etc) labeled with event name and a contact name and number.
- Please contact Public Works at (512) 332-8920 **within 1 week** after completion of the event to arrange to pickup banner(s). Unclaimed banners will be disposed of due to lack of storage space.

Event: The SUP Cup Date(s): Aug. 16-17, 2013 Date Submitted: MAY 28 2013



City of Bastrop, Texas
Special Event Banner Permit Application
for Banners Hung on TxDOT ROW at College & Pecan

Revised 04/10/2013 9:22 AM

Fees are automatically waived for NONPROFIT organizations. Fees for FOR-PROFIT organizations are included in the \$300.00 Processing Fee ONLY when processed through Public Works, Parks, & Recreation Department.

Special Event: The SUP Cup

Stand-Up Paddle Cup

Friday & Saturday 08/16 & 17/2013

Date(s) of Event: Aug 16-17, 2013

Contact person: Lee Harle

Address: 601 Chestnut St. Ste F

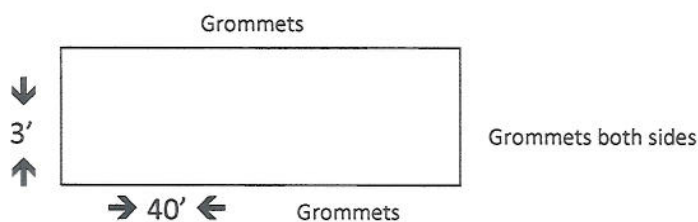
E-Mail: bastropriver@gmail.com

Phone: (512) 321-4661

Fax: (512) 597-0705

Cell Phone: 512-921-8423

- Banners hung on TXDOT right-of-ways require Permit Form 2057 to be approved by the Department of Transportation on Hwy 21 and Loop 150, (512) 321-2221. **A copy of the signed approval must be submitted to Public Works before the banner can be hung** on College/Pecan (feeder) road.
- Banners will hang for **no more than 3 weeks** prior to date of the event. If there are more banners submitted to hang for the same time period, the timeframe for hanging each banner may be shortened at the discretion of the City staff.
- Banners must measure 40 feet in width x 3 feet in height.



- Banners **must be made of mesh** to prevent wind tears.
- A banner must have grommets/eyelets (metal reinforced holes) on **each corner** and at least one in the **middle of both sides**, as well as grommets/eyelets **spaced equally across the top and bottom** of the banner.
- Banners must be delivered to Public Works with a storage container (pvc pipe with cap on each end, plastic bin, plastic storage bag, etc) labeled with event name and a contact name and number.
- Please contact Public Works at (512) 332-8920 **within 1 week** after completion of the event to arrange to pickup banner(s). Unclaimed banners will be disposed of due to lack of storage space.

CITY OF BASTROP

AGENDA ITEM **A.6****STANDARDIZED AGENDA RECOMMENDATION FORM**

CITY COUNCIL

DATE SUBMITTED: June 11, 2013

MEETING DATE: June 25, 2013

1. Agenda Item: **Adoption of an Ordinance amending the budget for the Fiscal Year 2013 in accordance with existing statutory requirements; appropriating the various amounts herein; repealing all prior Ordinances and actions in conflict herewith; and providing for an effective date.**

2. Party Making Request: **Karla Stovall, Chief Financial Officer**

3. Nature of Request: (Brief Overview) Attachments: Yes **X** No _____

4. Policy Implication:

These budget amendments increase the budget appropriations for Fiscal Year 2013. See attached memo.

5. Budgeted: _____ Yes _____ No N/A

Bid Amount: _____

Budgeted Amount: _____

Under Budget: _____

Over Budget: _____

Amount Remaining: _____

6. Alternate Option/Costs: _____

7. Routing: NAME/TITLE INITIAL DATE CONCURRENCE

a) _____

b) _____

c) _____

8. Staff Recommendation: **Staff recommends approval of the Budget Amendments.**

9. Advisory Board: _____ Approved _____ Disapproved _____ None

10. Manager's Recommendation: _____ Approved _____ Disapproved _____ None

11. Action Taken: _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2013 IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS; APPROPRIATING THE VARIOUS AMOUNTS HEREIN; REPEALING ALL PRIOR 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 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 2013; and,

WHEREAS, the Mayor and 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, BASTROP COUNTY, TEXAS:

That the proposed budget amendments for the fiscal year 2013, as submitted to the City Council by the City Manager and which budget amendments are attached hereto as Exhibit "A" is hereby adopted and approved as the amended budget of said city for Fiscal Year 2013; and

Ordinance and prior actions in conflict herewith are hereby repealed; and

This Ordinance shall be and remain in full force and effect from and after its final passage and publication in accordance with existing statutory requirements.

READ and APPROVED on First Reading on the _____ day of June, 2013.

READ and ADOPTED on Second Reading on the _____ day of June, 2013.

APPROVED:

ATTEST:

Terry Orr, Mayor

Traci Chavez, Interim City Secretary

**City of Bastrop
Memorandum**

TO: Mayor & City Council Members

FROM: Karla Stovall, Chief Financial Officer

SUBJECT: Ordinance Amending FY 2013 Budget

DATE: June 11, 2013

Recommendation:

To approve Ordinance Amending the Budget for unanticipated revenue and expenses incurred not included in the original budget approved by City Council.

Background:

The city charter requires that when the budget is amended that the amendment be by ordinance. The budget amendments include an increase to the budget appropriations for Fiscal Year 2013. Funds included in these amendments include: General Fund, Designated Fund, Water Wastewater Fund, Hotel Motel Fund, and Grant Fund.

- General Fund includes:
 - Donations for City Christmas party and the corresponding expense
 - Fire Department BCCF reimbursement and their corresponding expenses
 - Offset Police Department maintenance expenses with proceeds from auction.
 - Transfer Station revenue and the corresponding expense
 - Designate Street funds to the Public Works Budget
 - Designate Splash Park Donations to the Parks Budget
 - Budget additional revenues unforeseen during budgeting process to include: Insurance proceeds from equity reimbursement, Street ROW Vacations, Workers Compensation Reimbursement, Miscellaneous Revenue, and Property Lien Payments
 - Budget additional expenses unforeseen during budgeting process to include: Legal, Engineering and Consulting, 380 Agreement, Parks Maintenance Costs, Planning Professional Services and Emergency Portable Radios for Public Works.
- Designated Fund includes:
 - Library revenue and expenses associated with grant funding.
 - Appropriation of available funds designated for specific use.
- Water – Wastewater Fund
 - Receipt of Insurance for Lightening Claim
- Hotel Motel Funds
 - Budget additional expenses for unforeseen costs in Legal and the Bastrop Marketing Corporation, and Professional Services.
 - Art Guild Funding Agreement approved with First installment of \$40,000.
 - State Park Golf Course Voucher Program approved \$25,000
- Grant Fund
 - Revenues and expenditures associated with Buc-ees' grant.

Fund Balance as of 9-30-12	2,865,894
FY 2013 Budgeted Revenues	8,331,528
FY 2013 Budgeted Appropriations	(8,510,595)

2/2013 Budget Amendments (net)	0
06/2013 Budget Amendment (net)	(49,440)
Ending Fund Balance	<u>2,686,827</u>

DEPARTMENT	BUDGET	AMOUNT	DESCRIPTION	ACCOUNT NUMBER
Matching Revenues to Expenditures:				
Human Resources	Neutral	15.50	General Donations	101-00-00-4509
Fire Department	Neutral	29,224	Fire Department BCCF Funds	101-00-00-4536
Police Department	Neutral	4,750	Sale of Fixed Assets	101-00-00-4512
Public Works	Neutral	4,000	Transfer Stration Receipts	101-00-00-4049
Designated	Neutral	158,800	Designated Street Funds	101-00-00-3000
Parks / Designated	Neutral	10,000	Splash Pad Donation	101-00-00-4509
Miscellaneous	increase	14,610	Insurance Proceeds	101-00-00-4537
Other Revenue	increase	5,600	Street ROW Vacations	101-00-00-4391
Miscellaneous	increase	6,200	Workers Comp Reimb.	101-00-00-4522
Miscellaneous	increase	30,000	Miscellaneous	101-00-00-4536
Intergovernmental	increase	1,100	Property Lien Payments	101-00-00-4419
Total Revenues		<u>264,299.5</u>		

Matching Expenditures to Revenues:

Human Resources	Neutral	(15.50)	Donations received for Christmas Party	101-06-00-5653
Fire Department	Neutral	(10,000)	Fire Training	101-11-00-5605
Fire Department	Neutral	(18,224)	Small Equipment	101-11-00-5228
Fire Department	Neutral	(1,000)	Dues, Subscriptions	101-11-00-5615
Police Department	Neutral	(4,750)	Maintenance of Vehicle	101-09-22-5345
Public Works	Neutral	(4,000)	Transfer Stration Receipts	101-18-10-5546
Designated	Neutral	(158,800)	Designated Street Funds	101-18-10-6132
Parks	Neutral	(11,500)	Splash Pad Donations Expenses	101-18-19-6715
New Expenditures:				
Organizational	Increase	(20,000)	Legal	101-02-00-5525
Organizational	Increase	(12,420)	Engineering & Consulting	101-02-00-5530
Organizational	Increase	(12,110)	380 Agreement	101-02-00-5644
Parks	Increase	(7,500)	Maintenance Costs	101-18-19-5320
Planning	Increase	(40,000)	Professional Service	101-15-00-5505
Public Works	Increase	(13,420)	Portable Radios for Public Works	101-18-19-5222

Total Expenditures	<u>(313,739.5)</u>
Net Change	(49,440)

06/21/2013

FY 2013
BUDGET AMENDMENTS
DESIGNATED FUND

44

Fund Balance as of 9-30-12	269,722
FY 2013 Budgeted Revenues	812,018
FY 2013 Budgeted Appropriations	(673,360)

2/2013 Budget Amendments (net)	(83,417)
6/2013 Budget Amendments (net)	0
Ending Fund Balance	<u>324,963</u>

DEPARTMENT	BUDGET	AMOUNT	DESCRIPTION	ACCOUNT NUMBER
Matching Revenues to Expenditures:				
Library Department	Neutral	10,650	Library Grant's	102-00-00-4501
Police Department	Neutral	2,000	PD Special Revenue	102-00-00-4042
Police Department	Neutral	2,160	PD Seisure money from County	102-00-00-4423
Public Works	Neutral	36,300	Street revenue	102-00-00-4391
Total Revenues		<u>51,110</u>		

Matching Expenditures to Revenues:

Library Department	Neutral	(10,650)	Library Grant	102-00-00-5242
Police Department	Neutral	(2,000)	PD Special Expense	102-00-00-5667
Police Department	Neutral	(2,160)	Law Enforcement	102-00-00-5672
Public Works	Neutral	(36,300)	Street Improvement	102-00-00-6132

New Expenditures:

Total Expense	<u>(51,110)</u>
Net Change	0

06/21/2013

FY 2013
BUDGET AMENDMENTS
WATER/WASTEWATER

45

Fund Balance as of 9-30-12	1,916,338
FY 2013 Budgeted Revenues	3,934,970
FY 2013 Budgeted Appropriations	(3,409,840)
Stabilization Funds	(357,590)

6/2013 Budget Amendments (net)	0
Ending Fund Balance	<u>2,083,878</u>

DEPARTMENT	BUDGET	AMOUNT	DESCRIPTION	ACCOUNT NUMBER
Matching Revenues to Expenditures:				
Administration	Neutral	42,500	Other Income - Insurance	202-00-00-4156
Total Revenues		<u>42,500</u>		

Matching Expenditures to Revenues:

Administration	Neutral	(42,500)	Insurance Claim Lightening	102-35-10-5697
----------------	---------	----------	----------------------------	----------------

Total Expense	<u>(42,500)</u>
Net Change	0

06/21/2013

FY 2013
BUDGET AMENDMENTS
HOTEL/MOTEL TAX FUND

46

Fund Balance as of 9-30-12	2,029,632
FY 2013 Projected Revenues	2,286,900
FY 2013 Budgeted Appropriations	(2,315,000)
2/2013 Budget Amendments (net)	(72,734)
06/2013 Budget Amendment (net)	(116,034)
Ending Fund Balance	<u>1,812,764</u>

<u>DEPARTMENT</u>	<u>BUDGET</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>ACCOUNT NUMBER</u>
-------------------	---------------	---------------	--------------------	-----------------------

New Revenues:

Total Revenues	<u>0</u>
----------------	----------

New Expenditures:

(4,600)	Legal	501-80-00-5525
(18,000)	Bastrop Marketing Corporation	501-80-00-5576
(28,434)	83rd Legislative Session Prof. Services	501-80-00-5505
(40,000)	Art Guild Funding Agreement	501-80-00-5580
(25,000)	State Park Golf Voucher Program	501-80-00-5560

Total Expense	<u>(116,034)</u>
---------------	------------------

Net Change	(116,034)
------------	-----------

06/21/2013

FY 2013
BUDGET AMENDMENTS
GRANT FUND

47

Fund Balance as of 9-30-12	38,697
FY 2013 Budgeted Revenues	0
FY 2013 Budgeted Appropriations	0
2/2013 Budget Amendments (net)	(38,697)
6/2013 Budget Amendments (net)	0
Ending Fund Balance	0

DEPARTMENT	BUDGET	AMOUNT	DESCRIPTION	ACCOUNT NUMBER
------------	--------	--------	-------------	----------------

Matching Revenues to Expenditures:

Grants	Neutral	17,011	Buc-ee's Grant	801-00-00-4441
--------	---------	--------	----------------	----------------

Total Revenues	17,011
----------------	--------

Matching Expenditures to Revenues:

Grants	Neutral	(17,011)	Buc-ee's Grant	801-00-00-5650
--------	---------	----------	----------------	----------------

Total Expense	(17,011)
---------------	----------

Net Change	0
------------	---

CITY OF BASTROP

AGENDA ITEM **D.1****STANDARDIZED AGENDA RECOMMENDATION FORM**

CITY COUNCIL

DATE SUBMITTED: June 20, 2013

MEETING DATE: June 25, 2013

1. Agenda Item: **Consideration, discussion and possible action for selecting a firm for Consulting and Brokerage Services for Employee Benefits for the City of Bastrop, Texas.**

2. Party Making Request: **Michael Talbot, City Manager**

3. Nature of Request: (Brief Overview) Attachments: Yes X No

On May 8, 2013 the RFQ for Consulting and Brokerage Services for Employee Benefits was issued. On June 4, 2013 the city opened the seven RFQ submittals received. We went through an extensive evaluation. Some were rejected due to not completing the RFQ as required. City Staff and I were able to narrow down the respondents to MSW and IPS. It is our recommendation to select IPS due to their detailed completion of the RFQ, outstanding references from cities, and informative oral presentation. IPS has strong public sector experience and we believe the best expertise in saving the City the most money.

4. Policy Implication: _____

5. Budgeted: _____ Yes _____ No _____ N/A

Bid Amount: _____

Budgeted Amount: _____

Under Budget: _____

Over Budget: _____

Amount Remaining: _____

6. Alternate Option/Costs: _____

7. Routing: **NAME/TITLE** **INITIAL** **DATE** **CONCURRENCE**

a) _____

b) _____

c) _____

8. Staff Recommendation: _____

9. Advisory Board: _____ Approved _____ Disapproved _____ None

10. Manager's Recommendation: _____ Approved _____ Disapproved _____ None

11. Action Taken: _____

**REQUEST FOR QUALIFICATIONS (RFQ) FOR
CONSULTING AND BROKERAGE SERVICES FOR EMPLOYEE BENEFITS**

Seven (7) Respondents to RFQ included:

1. Frost Insurance
2. McGriff, Seibels & Williams Insurance Services, Inc. (MSW) of Texas
3. Gallagher Benefit Services, Inc.
4. Insurance Network of Texas
5. Financial Benefit Services
6. Holmes, Murphy & Associates, Inc.
7. IPS Advisors, Inc.



REQUEST FOR QUALIFICATIONS

City of Bastrop, Texas

May 8, 2013

Request for Qualifications (RFQ) for Consulting and Brokerage Services for Employee Benefits

RESPONSES DUE:

Tuesday, June 4, 2013

3:00 pm



RFQ for Employee Benefits Consulting

INSTRUCTIONS TO OFFERORS

1. Submit three (3) complete copies, including an ORIGINAL, SIGNED response and a one-page cover letter, plus the entire contents of the response on either a flash drive or a DVD to:

City Secretary
City of Bastrop
Attn: Traci Chavez
P.O. Box 427
Bastrop, Texas 78602-0427

2. Or you may personally deliver your response or use carriers such as Federal Express or United Parcel Services to:

Ms. Traci Chavez
Interim City Secretary
City of Bastrop
1311 Chestnut Street
Bastrop, Texas 78602

3. All appropriate supplements and/or samples must be included in your response.
4. **RESPONSES MUST BE RECEIVED NO LATER THAN 3:00 P.M. on TUESDAY, JUNE 4, 2013.**
5. **Responses received later than the date and time above will not be opened, and will not be considered in the response process.**
6. Responses must be returned in a **SEALED** envelope and/or package. **MARK ENVELOPE: "RFQ FOR EMPLOYEE BENEFITS CONSULTING—CITY OF BASTROP; DO NOT OPEN UNTIL 3:00 P.M. on TUESDAY, JUNE 4, 2013."**
7. Qualified prospective Respondents may obtain copies of the Request for Qualifications at the office of the Chief Financial Officer, located at 1311 Chestnut Street, Bastrop, Texas 78602, or via the City's website at www.cityofbastrop.org.
8. The City of Bastrop reserves the right to reject any, all or part(s) of responses and to waive defects in responses. Responses received after the deadline and/or received unsigned will not be considered for award and shall be considered void and unacceptable. The City of Bastrop is not responsible for lateness or non-delivery of mail, carrier, etc. The responses will be date/time stamped when received, and this will be considered to be the official time of receipt. **No electronic or faxed versions will be accepted.**
9. Receipt of any response to this RFQ shall under no circumstances obligate the City of Bastrop to accept the lowest dollar proposal. The award of this Contract shall be made to the Offeror whose response will provide the goods or services sought at the **best value** for the municipality, taking into consideration the relative importance of price and the other evaluation factors set forth in this Request for Qualifications.
10. Responses cannot be altered or amended after the submission deadline. Any interlineation, alteration or erasure made before opening by the City must be initialed by the signer of the submission, guaranteeing authenticity.



RFQ for Employee Benefits Consulting

11. A response may not be withdrawn or canceled by the Offeror without the permission of the City of Bastrop for a period of ninety (90) days following the date designated for the receipt of responses, and Offeror so agrees by submission of his/her response.
12. The City of Bastrop is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. The City exempt the carrier from state premium tax under Chapter 222 (c)(5)(A) of the Texas Insurance Code.
13. All proposals meeting the intent of this Request for Qualifications will be considered for award. Offerors taking exception to the specifications, or offering substitutions, shall state these exceptions by attachment as part of the proposal. The absence of such a list shall indicate that the Offeror has not taken exceptions, and shall bind the Offeror to perform in strict accordance with the specifications in this Request for Qualifications. The City of Bastrop reserves the right to accept any, all or none of the exception(s)/substitution(s) deemed to be in the best interest of the City of Bastrop.
14. Any interpretations, corrections or changes to this Request for Qualifications and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Bastrop. Addenda will be loaded onto the City's website at www.cityofbastrop.org. Vendors who pick up the RFQ from the Finance Department will be responsible for checking with the Finance Department to see if any addenda have been issued. Offerors shall acknowledge receipt of all addenda on the sealed envelope or package containing their proposal.
15. The apparent silence of these specifications as to any detail or to the apparent omission of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
16. A prospective Offeror must affirmatively demonstrate that the Offeror will provide goods or services at the **best value for the municipality**, based on the criteria provided herein. A prospective Offeror must meet the following minimum requirements:
 - a. Have adequate financial resources, or the ability to obtain such resources as required;
 - b. Demonstrate the ability to deliver the specified services/products/deliverables;
 - c. Be able to comply with the required or proposed delivery schedule;
 - d. Have a satisfactory record of performance;
 - e. Have a satisfactory record of integrity and ethics; and
 - f. Be otherwise qualified and eligible to receive an award.
17. The City of Bastrop may request representation and other information sufficient to determine Offeror's ability to meet these minimum standards.
18. Section 176.006 of the *Texas Local Government Code* requires an Offeror/vendor to file a conflict of interest questionnaire if the vendor has a business relationship with the City and has:
 - a. An employment or other business relationship with an officer or an officer's family member that results in that person receiving taxable income that is more than \$2,500 in the preceding twelve months; or
 - b. Has given an officer or an officer's family member one or more gifts totaling more than \$250 in the preceding twelve months.
 - c. A vendor/Offeror is required to file a questionnaire not later than the seventh business day after the later of the following:



RFQ for Employee Benefits Consulting

- (1) The date the vendor begins discussions or negotiations to enter into a Contract with the City or submits an application or response to an RFP or an RFQ; or
 - (2) The date the vendor becomes aware of a relationship or gives a gift to an officer or officer's family member.
 - d. State law requires that a vendor file an updated questionnaire with the City Secretary's office annually, before September 1st, and or not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate. Compliance with this law is the responsibility of each Offeror/vendor.
19. The City of Bastrop is aware of the time and effort you expend in preparing and submitting responses to the City. Please let us know of any requirements that may cause difficulty in responding to our Request for Qualifications. We want to facilitate your participation so that all responsive vendors can fairly compete for the City's business.
20. Award of the Contract is anticipated to be made by the City approximately 4 to 6 weeks after the response opening date. If you have any questions concerning this Request for Qualifications and specifications, please contact the City of Bastrop's Finance Department at (512) 332-8820.
21. A public opening is scheduled for **3:00 P.M. on TUESDAY, JUNE 4, 2013** in the City Council Chambers inside City Hall, 1311 Chestnut Street, Bastrop, Texas. Respondents are invited to attend, but attendance is optional.
22. No officer or employee of the City of Bastrop shall have a financial interest, direct or indirect, in any Contract with the City of Bastrop.



RFQ for Employee Benefits Consulting

GENERAL RESPONSE INFORMATION

1. The City of Bastrop is currently accepting responses for a licensed insurance consultant to provide consulting services to the City of Bastrop for the City's employee benefits programs. The successful Respondent shall execute a Business Associate Contract with the City and perform services in accordance with the instructions, specifications, terms and conditions set forth in this Request for Qualifications.
2. **RESPONSES MUST BE RECEIVED NO LATER THAN 3:00 P.M. on TUESDAY, JUNE 4, 2013.**
3. **Responses received later than the date and time above will not be opened, and will not be considered in the response process.**
4. Responses must be returned in a **SEALED** envelope and/or package. **MARK ENVELOPE: "RFQ FOR EMPLOYEE BENEFITS CONSULTING—CITY OF BASTROP; DO NOT OPEN UNTIL 3:00 P.M. on TUESDAY, JUNE 4, 2013."**
5. Submit three (3) complete copies, including an ORIGINAL, SIGNED response and a one-page cover letter, plus the entire contents of the response on either a flash drive or a DVD to:

City Secretary
City of Bastrop
Attn: Traci Chavez
P.O. Box 427
Bastrop, Texas 78602-0427
6. Or you may personally deliver or use carriers such as Federal Express or United Parcel Services to:

Ms. Traci Chavez
Interim City Secretary
City of Bastrop
1311 Chestnut Street
Bastrop, Texas 78602
7. All appropriate supplements and/or samples must be included in your response.
8. Carefully read and comply with all instructions, specifications, terms and conditions. Fill out all forms properly and completely. Incomplete responses will **not** be considered in the evaluation process.
9. All responses are required to have an original signature, signed in ink by an **authorized agent** of your company as shown on the certification page of this request (see Attachment B). **RESPONSES THAT ARE RECEIVED UNSIGNED, NON-ORIGINAL, OR SIGNED IN ANYTHING OTHER THAN INK WILL NOT BE CONSIDERED FOR AN AWARD.**
10. No oral, telephone, telegraphic, or facsimile responses will be accepted. Responses may only be accepted if delivered in person, by U.S. Postal Service, or other recognized carrier (Federal Express, UPS, Lone Star, etc). Each Respondent is responsible for taking the necessary steps to ensure their response is received by the date and time noted herein. The City is not responsible for missing, lost or late mail or any mail delays, internal or external, that may result in the response arriving after the set time. Responses received late will not be opened and will not be considered in the evaluation process.



RFQ for Employee Benefits Consulting

11. Responses must be clearly explained and identified. All costs, including optional programs, must be clearly stated and summarized. **Exceptions to or deviations from the instructions, specifications, terms and conditions, must be explicitly identified on the attached Exceptions/Deviations to Specifications Form (see Attachment C).**
12. All costs of response preparation will be borne by the Respondent.
13. All parties submitting a response are asked to screen their responses for correctness and compliance with the instructions, specifications, terms and conditions.
14. The City of Bastrop shall choose the Respondent it determines to be in its best interest and will provide the **best value** to the City based on the criteria stated herein.
15. The following schedule will be strictly adhered to:

RFQ Issue: Wednesday, May 8, 2013
First Publication: Saturday, May 11, 2013
Second Publication: Thursday, May 16, 2013
Questions in Writing: (No later than) Monday, May 20, 2013
Response to Respondent Questions: (No later than) Monday, May 27, 2013
RFQ Public Opening Date: Tuesday, June 4, 2013
Contract/Service Effective Date: Anticipated Week of July 1, 2013



RFQ for Employee Benefits Consulting

BACKGROUND INFORMATION

1. The City of Bastrop is located approximately 30 miles east of downtown Austin on Highway 71. The City operates under the Council-Manager form of government. The City currently has 112 full-time employees; with 116 full time positions budgeted.
2. The City of Bastrop has not engaged a benefits consultant and broker in the past.
3. The City of Bastrop currently provides the following benefit programs for full-time employees. These are the programs for which we are requesting consulting and brokerage services:
 - Group Medical Plan with one (1) option – PPO Choice Plus with United Health Care
 - Dental Insurance — Ameritas (Fully Funded)
 - Short Term Disability — Not at Present Time
 - Long Term Disability — Long Group and Accidental through Standard Insurance
 - Group Life Insurance — Long Group and Accidental through Standard Insurance
 - Accidental Death & Dismemberment Insurance — Long Group and Accidental through Standard Insurance
 - Additional Group Life — Not at Present Time
 - Flexible Spending Accounts — TASC through Lambert & Associates
 - Cancer/critical illness Policies through American Public Life/ Loyal American /Transamerica/ Allstate
 - Optional Accident Policy -- through Loyal American & American Public
 - Additional Life Insurance: Texas Life and American Public

CITY CONTACTS

4. **For questions relating to this RFQ or to obtain additional information, please contact:**

Karla Stovall
Chief Financial Officer & Assistant to the City Manager
Telephone: 512-332-8800
Fax: 512-332-8819
E-mail: kstovall@cityofbastrop.org

5. **For benefit related questions or to obtain additional information, please contact:**

Karla Stovall
Chief Financial Officer & Assistant to the City Manager
Telephone: 512-332-8800
Fax: 512-332-8819
E-mail: kstovall@cityofbastrop.org

6. Requests for interpretation of the response should be directed to Karla Stovall, City of Bastrop Chief Financial Officer & Assistant to the City Manager. All requests must be made in writing. Oral explanations will not be binding.
7. **The deadline for submittal of questions regarding this response is Monday, May 20, 2013.**
8. Responses to questions answered by the City will be provided to all individuals and entities receiving or requesting this RFQ. Answers to questions will be published in the form of addenda no later than **Monday, May 27, 2013** and will be sent electronically via email to all entities requesting this RFQ who have provided the City with their email addresses.



RFQ for Employee Benefits Consulting

EVALUATION CRITERIA

1. The City will, in accordance with Section 252.043 of the *Texas Local Government Code*, award the Contract to Offeror who provides goods or services at the **best value** for the City. In determining the best value for the City, the City will consider:

FACTOR	WEIGHT
Quality and cost of benefits offered. (Responses will be evaluated based on total annualized cost, including first year rates and multi-year rate guarantees.)	30%
Respondent's demonstrated experience and strength to provide the services	20%
Respondent's annual and new hire meeting(s) plan	20%
Quality and availability of written documentation related to enrollment package to be provided to employees and retirees	10%
Quality and availability of administrative reporting package	10%
Regulatory Compliance and Documents	5%
Thoroughness and Clarity of Response to this RFQ	5%

2. The City reserves the right to:
 - a. Require additional technical and pricing information and
 - b. Have discussion with Respondents regarding all elements which comprise the Respondent's response,
 - c. Accept all or part of any response, or
 - d. Reject any or all responses, and
 - e. Re-solicit for responses.
3. The award of the Contract shall be made to the Respondent who provides the **best value** to the City relative to price, qualifications, and quality of services, based on the valuations provided above.
4. A response may not be withdrawn or canceled for a period of ninety (90) days following the date designated for the receipt of responses, and Respondents so agree upon the submission of their responses.
5. Respondents are expected to examine the instructions, specifications, terms and conditions prior to submitting their response. Failure to do so will be at the Respondent's risk.
6. At the City's request, Respondents may be selected for in-person presentations.
7. All responses and related materials become the property of the City. The City reserves the right to reject any or all responses submitted.



RFQ for Employee Benefits Consulting

RESPONSE SPECIFICATIONS

SCOPE AND INTENT OF RESPONSE

1. The City of Bastrop, Texas, is soliciting sealed responses from qualified Respondents to provide consulting services to the City for its employee benefits programs and for the other services set forth below.
2. The City of Bastrop background information is as follows:

Number of active Employees:	116 (budgeted full-time positions)
Year Founded and Business Line:	1832, municipal government
3. Respondents are asked to submit responses for the products and services offered which are best suited to meet the City's needs. The Respondent selected shall provide the following services:
 - a. Serve the City of Bastrop as an advisor regarding preparation of the City's RFP for health and benefit programs;
 - b. Assist the City in negotiating benefit vendor contract(s) resulting from the review and recommendations noted above including the use of available vendor networks. Provide underwriting data and evaluation services to support Contract modifications;
 - c. Negotiate, where appropriate, long-term rate/service guarantees designed to meet the goals of the City;
 - d. Act as the City's representative to outside insurance vendors, collecting information and making quarterly presentations of their offerings;
 - e. Be fully and intimately knowledgeable with and able to interpret the City's various employee benefits;
 - f. Be knowledgeable of all Texas and Federal laws regarding insurance (e.g. COBRA, HIPAA, Health Care Reform), respond to questions from City staff regarding compliance requirements;
 - g. Assist the City staff with benefit plan designs and any necessary or requested program changes;
 - h. On an ongoing basis, review the existing employee benefit programs for competitiveness and appropriateness and apprise appropriate City staff of recommendations for maintaining a solvent and comprehensive plan;
 - i. Review and make recommendations to the City on vendor cost containment mechanisms;
 - j. Work with the City to evaluate health care plan for retirees;
 - k. Assist the City of Bastrop in preparing periodic reports to City management regarding the progress of the various plans;
 - l. Attend and actively participate in meetings and presentations to assist the City in explaining and supporting the benefit plans;
 - m. Provide national, regional and local medical inflation data to the City representative by April 15 of each year;



RFQ for Employee Benefits Consulting

- n. Provide monthly reports using carrier data on claims and fixed expenses (e.g., loss experience reports);
- o. Relate data on claims and fixed expenses to total premium and expectations for renewal beginning October 1 of each year until official renewal is received from the provider. Add historical perspective to premium and claims data for all coverage and provide reports as needed by the City;
- p. Provide assistance with developing/coordinating data from vendors for reporting requirements such as GASB regulations and other financial reporting;
- q. Assist with open enrollment planning, presentation materials, and coordination of meetings;
- r. Assist with development of educational materials to assist employees in better understanding their benefits;
- s. Assist in drafting employee communications regarding benefit program performance and changes;
- t. Provide assistance to City staff as needed on a wide range of participant issues, including resolution of vendor service issues and addressing questions and concerns;
- u. Provide direct assistance to the employees on a wide range of vendor service issues;
- v. Meet at least quarterly with appropriate City staff relating to levels of customer service received from various vendors, and where required, intercede with both parties to assist in problem resolution;
- w. Additional services of similar nature that are requested by the City of Bastrop during the course of the Contract shall also be included.
- x. To ensure the City of Bastrop remains in legislative compliance, the Respondent will assist the City by:
 - (1) Providing legislative updates;
 - (2) Providing schedule of regulatory compliance and reporting;
 - (3) Evaluating plan design to confirm compliance with state and federal regulations including health care reform;
 - (4) Reviewing benefit plan documents and vendor contracts for accuracy;
 - (5) Conducting comprehensive review of summary plan descriptions, contracts, and employee summaries to outline variances and inconsistencies which may lead to employee litigation;
 - (6) Ensuring that COBRA and HIPAA processes are in compliance;
 - (7) Providing advice on regulatory issues as required.



RFQ for Employee Benefits Consulting

CONTRACT TERM

The Contract term shall be for a three (3) year period with two (2) additional one-year extensions, at the discretion of the City, with a maximum total of five (5) years, commencing no later than 60 days after approval by City Council of the City of Bastrop and after Respondent notification. The City may give notice to the Respondent of its intent to renew the Contract for up to two (2) additional one-year terms. Each renewal is subject to the City Manager's approval. The City may terminate the Contract as provided for in Sections 31 and 32 of "Terms and Conditions".

FORMAT AND CONTENT FOR RESPONSE SUBMITTAL

1. Cover Letter and Summary

- a. This section of the response should contain the name and address of the proposing firm and the names and telephone numbers of the individuals authorized to answer technical, price, and/or Contract questions.
- b. A representative authorized to bind the company must sign the cover letter. Prefacing the response, include a summary of your response in brief, concise terms and the expected benefits of the response to the City of Bastrop.

2. Firm Background, Principal Officers, and Prior Experience: Include the following information in this section:

- a. State the full name and address of the Respondent's organization and identify the parent company if the Respondent is a subsidiary.
- b. Specify the branch office or other subordinate element that will perform, or assist in performing, this work. Provide resumes of consultants, who would be working directly with the City's account, include responsibility, experience, and qualifications.
- c. Provide a list of current municipal employee benefit clients in Texas.
- d. Indicate whether the Respondent operates as a corporation, partnership, or individual. Include the state in which the Respondent is incorporated and/or licensed to operate and the date of incorporation or licensing.
- e. Provide a listing of the principal officers of the company including name, title, and length of experience with the Respondent organization.
- f. Provide financial statements for the prior year.
- g. Provide samples of management reports to be provided to the City.
- h. Include a detailed summary of the services the responding firm will provide if selected and the resources dedicated to delivering the products and services outlined within the response.
- i. Provide the same information for an entity that will participate in this project through a joint venture, subcontract, or shared arrangement.



RFQ for Employee Benefits Consulting

3. References

The City of Bastrop requests Respondent to supply, with its RFQ, a list of at least three (3) references where their firm supplied like services within the last three to five years. It is preferred that the list identify municipalities that are customers of Respondent. For each reference include the name of firm; address; contact employee of firm, with telephone number and e-mail address; what services were or are provided to this reference; and how long your firm has provided this service to the reference entity.

4. Benefit Outline

Each response will include a list of services to be provided as an employee benefits consulting services provider. The Respondent shall perform services in accordance with the Scope and Intent of the response, the instructions, the specifications, and the terms and conditions set forth in this RFQ. **ANY** variance must be noted on the Exceptions/Deviations to Specifications Form, which is attached as **Attachment C**.

5. Concluding Remarks

This section shall contain any elaboration regarding the requested service or the items of information that the proposing party feels important to a clear understanding of the proposed service and/or capabilities.

6. Qualifications Questionnaire – Attachment A

7. Completed Respondent's Certification Form - Attachment B

8. Fee Schedule

- (1) The fee schedule(s) proposed must be guaranteed for 90 calendar days from the scheduled response submission date and throughout the term of the Contract, as well as any extension thereto. The Fee schedule(s) may not be increased during the Contract period or extension thereto, but may be decreased by mutual agreement of the City and the Administrator. The proposed fees by the Respondent should include all costs and expenses. Should the Respondent receive a volume bonus from an insurer or re-insurer of a policy based in whole or in part upon the City's purchase of such policy, the Respondent shall credit the City in an amount equal to the value of that portion of the bonus attributable to the City.
- (2) The Respondent will fully reveal, report, and remit to the City, in a written report on a monthly basis, all carrier and intermediary fees, incentive pay, commissions, contingency fees and any other remuneration or bonus of any kind, size or type received from any source other than the City, based in whole or in part upon the City's purchase of such policy.

9. Exceptions/Deviations to Specifications - Attachment C

10. Completed W-9 – Attachment D

11. Completed Conflict of Interest Questionnaire - Attachment E

12. Addenda (if applicable)

Respondents shall acknowledge receipt of all addenda by submitting a signed copy with their response.

13. Contract to Provide Professional Consulting Services, and Insurance Requirements – Attachment F

Signature requested. If returned unsigned, any changes requested by Respondent must be identified and described in the Exceptions/Deviations to Specifications attached as Attachment C.



RFQ for Employee Benefits Consulting

TERMS AND CONDITIONS

The terms and conditions set forth in this Request for Qualifications shall be incorporated into and be a part of any response submitted to the City of Bastrop for the goods and/or services specified. No other terms and conditions shall apply unless approved in writing by the City of Bastrop, Texas.

1. **ADDENDA:** Any interpretations, corrections or changes to this Request for Qualifications or specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Bastrop Chief Financial Officer & Assistant to the City Manager. Addenda will be mailed, emailed, or faxed to all who are known to have received a copy of this RFQ. Respondents shall acknowledge receipt of all addenda by submitting a signed copy with their response.
2. **ADVERTISING:** The successful Respondent shall not advertise or publish, without the City of Bastrop's prior approval, the fact that the City has entered into a Contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the Federal, State, or Local government.
3. **ALTERING RESPONSES:** Responses cannot be altered or amended after submission deadline. The signer of the response, guaranteeing authenticity, must initial any interlineations, alterations or erasures made before opening time.
4. **NON-APPROPRIATION CLAUSE:** If the governing body of the City fails to specifically appropriate sufficient funds to make the payments due in any Fiscal Year under this Contract, an event of non-appropriation ("Event of Non-appropriation") will have occurred, the terms of this Contract will not be renewed, and Consultant or City may terminate this Contract at the end of the then current Fiscal Year, whereupon City will be obligated to pay those amounts then due subject to the provisions herein. Nothing in this Section or elsewhere in this Contract will be deemed in any way to obligate the City or create a debt of City beyond its current Fiscal Year. CONSULTANT HAS NO RIGHT TO COMPEL CITY TO LEVY OR COLLECT TAXES TO MAKE ANY PAYMENTS REQUIRED HEREUNDER, OR TO EXPEND FUNDS BEYOND THE AMOUNT PROVIDED FOR IN THE THEN CURRENT FISCAL YEAR OF CITY.
5. **ASSIGNMENT:** The successful Respondent shall not sell, assign, transfer or convey the awarded Contract, in whole or in part, without the prior written consent of the City of Bastrop.
6. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting Contract. The City of Bastrop's Chief Financial Officer & Assistant to the City Manager will make all change orders to the Contract in writing as allowed by law.
7. **COMMUNICATION:** The successful Respondent shall direct all contact with the City through the Contract Administrator identified in the Contract. The Respondent will not directly respond to, make inquiries of, survey or solicit information from, or otherwise interact with any departments, divisions, employees, or agents of the City of Bastrop unless specifically approved, or requested by the Contract Administrator.
8. **CONFLICT OF INTEREST:** In compliance with Local Government Code §176.006, all vendors shall file a completed Conflict of Interest Questionnaire, a copy of which is attached as Attachment E, with the City of Bastrop's City Secretary's Office.
9. **CONTRACT ADMINISTRATOR:** Under the Contract, the City of Bastrop, Texas, may appoint a Contract Administrator with designated responsibility to ensure compliance with Contract



RFQ for Employee Benefits Consulting

requirements, such as but not limited to, acceptance, inspection and delivery. If appointed, the Administrator will serve as liaison between the City of Bastrop, Texas and the successful Contractor.

10. CONTRACT ENFORCEMENT:

- a. The City of Bastrop, Texas reserves the right to enforce the performance of any Contract that results from an award of this Request for Qualifications. Enforcement shall be in any manner prescribed by law or deemed to be in the best interest of the City of Bastrop, Texas in the event of breach or default of the Contract. Breach of Contract or default authorizes the City to make an award to another vendor, purchase the service elsewhere and to charge the full increase in cost and handling to the defaulting Contractor. Additionally, the City will remove the defaulting Contractor from the City's list of approved vendors for a period of two years.
- b. In the event the successful Contractor shall fail to perform, keep or observe any of the terms and conditions of the Contract, the City shall give the Contractor written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the City within a reasonable period of time from which the Contractor received notice, default will be declared and all of the Contractor's rights shall terminate. Respondents who submit responses for this service agree that the City of Bastrop, Texas shall not be liable to prosecution for damages in the event that the City declares the successful Contractor in default.
- c. Any notice provided by this Request for Qualifications (or required by law) to be given to the successful Contractor by the City of Bastrop, Texas shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail at the City of Bastrop, Texas by Registered or Certified mail with sufficient postage affixed thereto, addressed to the successful Contractor at the address so provided; this shall not prevent the giving of actual notice in any other manner.
- d. The successful Contractor and the City of Bastrop, Texas agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code (UCC). In case of a conflict between the terms of this RFQ and the UCC, the RFQ will control.

11. **ETHICS:** The Respondent shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official, agent of the City of Bastrop, except in accordance with City Policy.

12. **EXCEPTIONS/SUBSTITUTIONS:** All responses meeting the intent of this RFQ will be considered for award. Respondents taking exception to the instructions, specifications, terms and conditions or offering substitutions, shall state these exceptions in the section provided or by attachment as part of their response. The absence of such a list shall indicate that the Respondent has not taken exceptions and shall hold the Respondent responsible to perform in strict accordance with the instructions, specifications, terms and conditions of the invitation. The City of Bastrop reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.

13. **FELONY CRIMINAL CONVICTIONS:** The Respondent represents and warrants that neither the Respondent nor the Respondent's employees have been convicted of a felony criminal offense, or under investigation of such charge, or that, if such a conviction has occurred, the Respondent has fully advised the City of Bastrop as to the facts and circumstances surrounding the conviction.

14. **FORCE MAJEURE:** Force majeure is defined as acts of God, war, strike, fires or explosions. Neither the successful Respondent nor the City of Bastrop is liable for delays or failures of performance due



RFQ for Employee Benefits Consulting

to force majeure. Each party must inform the other in writing with proof of receipt within three (3) business days of the occurrence of an event of force majeure.

15. **INDEMNITY AGREEMENT:** Except as hereinafter set forth, the successful Respondent shall indemnify and hold harmless the City of Bastrop, "Owner," the Owner's Representative and their respective agents and employees from and against all claims, damages, losses and expenses, including but not limited to, attorney's fees arising out of or resulting from negligent performance of the services and any and all construction representation as set forth in the successful Respondent's response, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property but only to the extent caused by negligent acts or omissions of the Respondent, a subcontractor of the Respondent, anyone directly or indirectly employed or contracted by the Respondent or anyone for whose acts the successful Respondent may be liable.
16. **INVOICES:** Each invoice shall contain the successful Respondent's name and address, City of Bastrop's purchase order number, receiving departments name and address. Invoices shall be mailed directly to the City of Bastrop, Attention Accounts Payable, 1311 Chestnut Street, Bastrop, Texas, 78602.
17. **LATE SUBMITTALS:** The City of Bastrop will reject late responses. The City of Bastrop is not responsible for lateness or non-delivery of mail, carrier, etc. and the date/time stamp in the City Secretary's Office shall be the official time receipt. The Respondent is responsible for ensuring that packets are delivered to the City Secretary's Office, regardless of the delivery method utilized by the Respondent. For confirmation of receipt you may contact Traci Chavez at 512-332-8800.
18. **MINIMUM STANDARDS FOR PROSPECTIVE RESPONDENT:** A prospective Offeror/Respondent must affirmatively demonstrate that it can provide the **best value** to the City based on the criteria provided herein. A prospective Respondent must meet the following **best value criteria**.
 - a. Have adequate financial resources, or the ability to obtain such resources as required;
 - b. Demonstrate the ability to deliver the specified services/products/deliverables;
 - c. Be able to comply with the required or proposed delivery schedule;
 - d. Have a satisfactory record of performance;
 - e. Have a satisfactory record of integrity and ethics; and
 - f. Be otherwise qualified and eligible to receive an award.
19. **PATENTS/COPYRIGHTS:** The successful Respondent agrees to protect the City of Bastrop from claims involving infringements of patents and/or copyrights.
20. **PAYMENT:** Will be made upon receipt and acceptance by the City for item(s) and/or service(s) ordered and delivered after receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code.
21. **PRICES HELD FIRM:** All prices quoted in the responses will remain firm for a minimum of 90 days from the date of the response unless it is otherwise specified by the City of Bastrop.

If during the life of the Contract, or any extension thereto, the successful vendor's net prices to other customers for the items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the City of Bastrop, Texas.
22. **PURCHASE ORDER:** The City of Bastrop shall generate a purchase order(s) to the successful Respondent. The purchase order number must appear on all itemized invoices.



RFQ for Employee Benefits Consulting

23. **REFERENCES:** The City of Bastrop requests Respondent to supply, with its RFQ, a list of at least three (3) references where their firm supplied like services within the last three to five years. It is preferred that the list identify municipalities that are customers of Respondent. For each reference, include the name of firm, address, contact employee of firm, with telephone number and e-mail address, what services are provided to this reference, and how long your firm has provided this service to the reference entity.
24. **RELEASE OF INFORMATION AND PUBLIC INSPECTION:** Only the name of the Company responding to this RFQ shall be released at the response opening. Unless subject to the Public Information Act, other information submitted by the Company shall not be released by the City, and the responses will not be available for inspection, during the response evaluation process, or prior to Contract award. If the response contains trade secrets or confidential information, the Respondent must specifically list that portion as confidential. All other parts of the response are open for public viewing upon request. If requested in an Open Records Request, confidential information, as noted by the Company, will be provided to the Attorney General, and will not be released, unless ordered by a court or the Attorney General.
25. **REQUIRED DOCUMENTATION:** In response to this Request for Qualifications, all documentation required by this RFQ must be provided.
26. **SALES TAX:** The City of Bastrop is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Our taxpayer identification number is 74-6000231.
27. **SEVERABILITY:** If any section, subsection, paragraph, sentence, clause, phrase or word of these instructions, specifications, terms and conditions, shall be held invalid, such holding shall not affect the remaining portions of these instructions, specifications, terms and conditions and it is hereby declared that such remaining portions would have been included in these instructions, specifications, terms and conditions as though the invalid portion had been omitted.
28. **SILENCE OF SPECIFICATIONS:** The apparent silence of specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specifications shall be made based on this statement.
29. **SUBCONTRACTORS:** The Consultant shall be the sole source of contact for the Contract. The City will not subcontract any work under the Contract to any other firm and will not deal with any subcontractors. The Consultant is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the Contract shall apply without qualification to any services performed or goods provided by any subcontractor.
30. **TAX/DEBT ARREARAGE:** The City shall pay no money upon any claim, debt, demand, or account whatsoever, to any person, firm or corporation, who is in arrears to the City of Bastrop, Texas for taxes or otherwise; and, the City shall be entitled to a counter-claim and offset against any such debt, claim, demand, or account, in the amount of taxes or other debt in arrears, and no assignment or transfer of such debts are due, shall affect the right, authority, and power of the City to offset the said taxes or other debts against the same.
31. **TERMINATION FOR DEFAULT:**
- The City of Bastrop reserves the right to enforce the performance of the 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 the Contract. The City of Bastrop reserves the right to terminate the Contract in the manner set forth in the attached Contract.
 - As soon as practicable after receipt of notice of termination, the Company shall submit a statement showing in detail the Pro-Rated Payment, in a form satisfactory to the City, that reflects the appropriate charges. The City shall then pay the charges as required by law.



RFQ for Employee Benefits Consulting

32. **TERMINATION OF CONTRACT:** The Contract shall remain in effect until the Contract expires, delivery and acceptance of products and/or performance of services ordered, or the Contract is terminated by either party, with or without cause, with 10 business days' written notice prior to any cancellation. The City may, by written notice to the selected Company, cancel this Contract without liability to the selected Company if it is determined by the City that gratuities or bribes in the form of entertainment, gifts, or otherwise contrary to City policy, were offered or given by the successful proposing party or its agent or representative to any City officer, employee or elected representative with respect to the performance of the Contract.
33. **TRAVEL AND DIRECT CHARGES:** The City of Bastrop shall not compensate the Respondent for any travel costs incurred in delivery of services under the Contract.
34. **VENUE:** Respondent shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Respondent's operation under this Contract. The resulting specifications and the Contract herefrom shall be fully governed by the laws of the State of Texas, and shall be fully performable in Bastrop County, Texas, where venue for any proceeding arising hereunder will lie.
35. **WITHDRAWAL OF RESPONSE:** A response may be withdrawn so long as the request is received in writing from an authorized representative of the Respondent at least four (4) hours prior to the response deadline of Tuesday, June 4, 2013, at 3:00 p.m.



RFQ for Employee Benefits Consulting



**REQUEST FOR QUALIFICATIONS
CITY OF BASTROP, TEXAS
May 8, 2013**

RFQ for

Employee Benefits Consulting Services

ATTACHMENT A

QUALIFICATIONS QUESTIONNAIRE



RFQ for Employee Benefits Consulting

QUALIFICATIONS QUESTIONNAIRE

The City is interested in entering into a relationship with a benefit consultant who is able to assist with maximizing the value of the City's benefit programs. This will require a consultant who is experienced with cities in Texas and/or other public entities, and who is available and accessible to the Staff and Employees. To assist in the evaluation of qualifications, please answer the following questions:

1. Please explain what separates your company from its competitors and what specifically qualifies you to be a consultant for the City.
2. What services do you provide to fully-funded health plan clients? Please be specific relating to areas of expertise and duties performed.
3. Please list three of your most applicable, significant accomplishments, in the past 3 to 5 years, on behalf of organizations (municipalities preferred) of similar size to the City. For each accomplishment, please include date of occurrence and a contact or former contact with phone number who can confirm each accomplishment.
4. Please list the due diligence steps you normally conduct before recommending an employee benefit vendor. Also, what due diligence steps would you recommend on a long-standing benefit vendor not currently out for response/bid?
5. Please describe your philosophy for maximizing benefits and containing costs.
6. Please describe your philosophy for encouraging participant education and accountability for healthcare utilization.
7. Describe the firm's philosophy for servicing an account and commitment to customer services and quality assurance.
8. Describe the process your firm uses for carrier renewals and negotiations.
9. Describe the firm's legal research capabilities in servicing the account.
10. Describe methods employed to obtain and disseminate information about current local, state and national legislation, trends, new services, new concepts, etc., to the City. Provide samples of such informational notices and/or communications.
11. Describe your firm's capabilities concerning communication to include open enrollment and ongoing employee communication.
12. Describe the measures your firm is taking to ensure that health plans are in compliance with the Health Care Reform Act.
13. As a benefit consultant, please explain what added value you will provide to the City's benefit programs.
14. Provide examples of your firm's leadership and innovation in the insurance industry.

TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS TRUE AND CORRECT.

Name and Signature of Principal

(Name)

(Signature)

Title of Principal: _____

Company Name: _____

Date: _____



RFQ for Employee Benefits Consulting



**REQUEST FOR QUALIFICATIONS
CITY OF BASTROP, TEXAS
May 8, 2013**

RFQ for

**Consulting and Brokerage Services for
Employee Benefits**

ATTACHMENT B

COMPLETED RESPONDENT'S CERTIFICATION FORM



RFQ for Employee Benefits Consulting

RESPONDENT'S CERTIFICATION

NOTE: THIS PAGE MUST BE INCLUDED WITH YOUR RESPONSE

I, the undersigned, by signing the following statement agree that I have read and understand all of the instructions, specifications, and terms and conditions contained on each page of this Request for Qualifications. I also understand that if this response is accepted by The City of Bastrop that all of the instructions, specifications, and terms and conditions submitted in my response and any additions, changes, or deletions made during negotiations will be made a part of this response under a binding Contract between my Company and the City of Bastrop, Texas. I also certify that this response is made without previous understanding, agreement, or connection with any person, firm, or corporation making a response for the same materials, and is in all fair and without collusion or fraud:

Our company is a (Check One):

Corporation _____(The response MUST be signed by an Officer of the company)
 Partnership _____(The response MUST be signed by a General Partner)
 Joint Venture _____(The response MUST be signed by an Officer of the company)
 Sole Proprietor _____(The response MUST be signed by the Owner)

Compensation requirements:

Any compensation paid to the Respondent concerning the products and services should be outlined in detail in the response on a page immediately following the Respondent's Certification. The undersigned agrees not to accept remuneration or commission from any other source for any services related in the response.

AUTHORIZED COMPANY REPRESENTATIVE PLEASE SIGN BELOW:

NAME (TYPED/PRINTED): _____

SIGNATURE: _____ DATE: _____

[Your signature attests to your offer to provide the goods and/or services in this response according to the published provisions of this Request for Qualifications. Contract is not valid until response/Contract is approved by the Bastrop City Council. When an award letter is issued, it becomes a part of this contract.]



RFQ for Employee Benefits Consulting

[Appropriate Acknowledgment must be completed]

CORPORATE ACKNOWLEDGMENT: RFQ FOR EMPLOYEE BENEFITS CONSULTING

THE STATE OF _____ §
 COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared:

 (Print Name)

 (Print Title)

of the corporation known as _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, that he or she was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation and that she or he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, A.D., 2013.

 Notary Public In and For _____ County, _____

My Commission expires:

SOLE PROPRIETORSHIP ACKNOWLEDGMENT FORM: RFQ FOR EMPLOYEE BENEFITS CONSULTING

THE STATE OF _____ §
 COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, A.D., 2013.

 Notary Public In and For _____ County, _____

My Commission expires:



RFQ for Employee Benefits Consulting

PARTNERSHIP ACKNOWLEDGMENT FORM RFQ FOR EMPLOYEE BENEFITS CONSULTING

THE STATE OF _____ §

§

COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day appeared:

(Print Name)

(Print Title)

of _____ a partnership, known to me to be the person and partner whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said partnership, and that he or she was duly authorized as a partner of such partnership to perform same for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, A.D., 2013.

Notary Public In and For _____ County, _____

My Commission expires:



RFQ for Employee Benefits Consulting



**REQUEST FOR QUALIFICATIONS
CITY OF BASTROP, TEXAS
May 8, 2013**

RFQ FOR

Employee Benefits Consulting Services

ATTACHMENT C

EXCEPTIONS/DEVIATIONS TO SPECIFICATIONS



RFQ for Employee Benefits Consulting

RFQ FOR EMPLOYEE BENEFITS CONSULTING SERVICES

NOTE: THIS PAGE MUST BE INCLUDED WITH YOUR RESPONSE

EXCEPTIONS/DEVIATIONS TO SPECIFICATIONS

Please initial:

_____ We have not made exceptions or deviations to specifications

_____ We have made exceptions or deviations to specifications. Please list exceptions/deviations in the space below:

FIRM NAME: _____

SIGNATURE OF PERSON AUTHORIZED TO SIGN ON BEHALF OF FIRM:

SIGNER'S NAME AND TITLE

DATE _____



RFQ for Employee Benefits Consulting



**REQUEST FOR QUALIFICATIONS
CITY OF BASTROP, TEXAS
May 8, 2013**

RFQ for

Employee Benefits Consulting Services

ATTACHMENT D

COMPLETED W-9



RFQ for Employee Benefits Consulting

Form W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ☐ Exempt payee ☐ Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



RFQ for Employee Benefits Consulting



**REQUEST FOR QUALIFICATIONS
CITY OF BASTROP, TEXAS
May 8, 2013**

RFQ for

Employee Benefits Consulting Services

ATTACHMENT E

**COMPLETED
CONFLICT OF INTEREST
QUESTIONNAIRE**



RFQ for Employee Benefits Consulting

CONFLICT OF INTEREST QUESTIONNAIRE

Effective January 1, 2006, all Texas municipalities are required to have on file conflict of interest questionnaires for entities with which they do business. Please complete the enclosed forms whether or not your company would have a conflict of interest. Our present officers include:

Terry Orr, Mayor
Joe Beal, Mayor Pro Tem
Ken Kesselus, Council Member
Kay McAnally, Council Member
Willie DeLaRosa, Council Member
Dock Jackson, Council Member
Michael H. Talbot, City Manager
Matt Wagner, Interim Chief of Police
Henry Perry, Fire Chief
Karla Stovall, Chief Financial Officer
Trey Job, Director of Public Works
Melissa McCollum, Director of Planning
Kathy Danielson, Director of the Convention Center
Tanya Cantrell, Human Resources Director
Traci Chavez, Interim City Secretary
Curtis Ervin, Utilities/Bastrop Power & Light
Andreas Rosales, Director of Information Technology
Phyllis Mathison, Director Municipal Court
Judge Hines, Municipal Court
James Miller, W/WW Department
Micky DuVall, Library Director
Dave Quinn, Executive Director of the BEDC
Nancy Wood, Main Street Director



RFQ for Employee Benefits Consulting

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
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.		
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. _____ Name of Officer This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire? ☐ Yes ☐ No B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No D. Describe each employment or business relationship with the local government officer named in this section.		
4 _____ Signature of person doing business with the governmental entity _____ Date		

Adopted 06/29/2007



**REQUEST FOR QUALIFICATIONS
CITY OF BASTROP, TEXAS
May 8, 2013**

RFQ for

Employee Benefits Consulting Services

ATTACHMENT F

**CONTRACT TO PROVIDE CONSULTING
SERVICES
AND
INSURANCE REQUIREMENTS**

CONTRACT TO PROVIDE EMPLOYEE BENEFIT CONSULTING SERVICES

THIS CONTRACT ("Contract") is entered into this ____ day of _____, 2013 effective immediately by and between _____ ("CONSULTANT") and the CITY OF BASTROP, TEXAS, a municipal corporation of the State of Texas ("CITY"). For convenience, the CONSULTANT and the CITY may sometimes be referred herein collectively as "parties" and individually as a "party".

WITNESSETH

WHEREAS, CITY desires to engage the CONSULTANT to provide consulting services to the CITY for employee benefits programs and other work and services all as described on the CITY's Request for Qualifications which is attached hereto as Exhibit "A".

WHEREAS, CONSULTANT agrees to provide such work and services for the CITY in accordance with the terms of this Contract;

NOW, THEREFORE, for the mutual promises set forth herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually agree as follows:

1. Employment of Consultant:

A. CITY agrees to engage the CONSULTANT and the CONSULTANT hereby agrees to perform the services described in the CITY's Request for Qualifications dated May 8, 2013 which is hereby incorporated into this Contract as Exhibit "A" and as described in the CONSULTANT's response dated _____, 2013, which is hereby incorporated into this Contract as Exhibit "B".

B. Notwithstanding anything to the contrary contained in this Contract, CITY and CONSULTANT agree and acknowledge that CITY is entering into this Contract in reliance on CONSULTANT's special and unique abilities with respect to the procurement and other administrative aspects of employee benefits programs for municipalities. CONSULTANT accepts the relationship of trust and confidence established between it and the CITY by this Contract. CONSULTANT covenants with CITY to use its best efforts, skill, judgment, and abilities to perform the work in the Project and to further the interests of CITY in accordance with CITY's requirements, in accordance with the highest standards of CONSULTANT's profession or business and in compliance with all applicable national, federal, state, municipal, laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. The CONSULTANT warrants, represents, covenants, and agrees that all of the work to be performed by the CONSULTANT under or pursuant to this Contract shall be of the standard and quality which prevail among similar businesses and organizations of superior knowledge and skill engaged in providing similar services in major United States urban areas under the same or similar circumstances. CONSULTANT warrants, represents, covenants, and agrees that the work it performs will be accurate and free from any material errors.

2. **Term:** The initial term of this Contract shall be three (3) years, commencing on (Date), 2013 and ending (Date), 2013. Thereafter, this Contract may be renewed, upon the written agreement by the parties to this Contract, for up to two additional one-year periods under the same terms, price, and conditions as stated in this Contract.

3. **Compensation:** The CITY agrees to pay the CONSULTANT a fee of \$_____ as described in the CONSULTANT's Response (attached hereto as Exhibit "B"). CONSULTANT agrees to provide all services required under this Contract for said sum.

CONSULTANT agrees sums paid hereunder are compensation for consulting on the programs offered by CITY and that CONSULTANT will not accept remuneration or commission from any other source for any services related to these programs. CONSULTANT may receive

compensation from vendors of voluntary benefits for which the CITY makes no payment. CITY may request CONSULTANT to disclose any commission paid in connection with CONSULTANT'S services and CONSULTANT shall provide such disclosure within ten (10) days of the date of the request.

4. **Method of Payment:** The CONSULTANT shall bill monthly for services completed to date. Total payments shall not exceed the amount shown in (3), above. CITY shall pay invoices within 30 days of receipt; provided, however, that in the event CITY requests any supporting documentation for charges, payment shall be made within 30 days of receipt of the supporting documentation.
5. **Changes:** CITY may, from time to time, require changes in the scope of services of the CONSULTANT to be performed hereunder. Such changes, which are mutually agreed upon by and between CITY and the CONSULTANT, shall be incorporated in written amendment to this Contract.
6. **Services and Materials to be Furnished by CITY:** CITY shall furnish the CONSULTANT with all available information, data, and material CONSULTANT requests pertinent to the execution of this Contract. CITY shall cooperate with the CONSULTANT in carrying out the work herein and shall provide adequate staff for liaison with the CONSULTANT.
7. **Termination:**
 - a. If, for any cause, the CONSULTANT shall fail to fulfill in timely and proper manner its obligation under this Contract, CITY shall thereupon have the right to terminate this Contract by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.
 - b. Either Party has the right to terminate this Contract for any reason, with or without cause, upon ten (10) business days' notice to the other Party. Upon termination pursuant to this paragraph, the CONSULTANT shall be entitled to payment of such amount as shall compensate CONSULTANT for the services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Contract, provided the CONSULTANT shall have delivered to CITY such statements, accounts, reports and other materials as required herein, and provided that CONSULTANT shall have delivered to CITY all reports, documents and other materials prepared by CONSULTANT prior to termination. CITY shall not be required to reimburse CONSULTANT for any services performed or expenses incurred after the date of the termination notice.
 - c. **Non-appropriation.** If the governing body of the CITY fails to specifically appropriate sufficient funds to make the payments due in any Fiscal Year under this Contract, an event of non-appropriation ("Event of Non-appropriation") will have occurred, the terms of this Contract will not be renewed, and CONSULTANT or CITY may terminate this Contract at the end of the then current Fiscal Year, whereupon CITY will be obligated to pay those amounts then due subject to the provisions herein. Nothing in this Section or elsewhere in this Contract will be deemed in any way to obligate the CITY or create a debt of CITY beyond its current Fiscal Year. CONSULTANT HAS NO RIGHT TO COMPEL CITY TO LEVY OR COLLECT TAXES TO MAKE ANY PAYMENTS REQUIRED HEREUNDER, OR TO EXPEND FUNDS BEYOND THE AMOUNT PROVIDED FOR IN THE THEN CURRENT FISCAL YEAR OF CITY.

The CITY agrees to use its best efforts to obtain authorization and appropriation of such funds and if such funds are appropriated, the governing body of the CITY shall, for each ensuing Fiscal Year in which payments are due to be made, make all such payments subject to the terms of this Contract.

8. **Information of Reports:** The CONSULTANT shall, at such time and in form as CITY may require, furnish such periodic reports concerning the status of the services provided hereunder, and copies of proposed and executed plans and other information relative to the Project as may be requested by CITY. The CONSULTANT shall furnish CITY, upon request, with copies of all

documents and other material prepared or developed in relation with or as part of the services provided hereunder. The CONSULTANT shall furnish CITY with an electronic copy of all materials prepared or developed in relation with or as part of the services provided hereunder.

9. **Records and Inspections:** CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Contract for a period of two years after the termination of the Contract, or if litigation relating to any aspect of this Contract is commenced within the two-year period, until there is a final, non-appealable judgment or a settlement agreement has been executed between all the parties. CITY shall have free access at all proper times to such records, and the right to examine and audit the same and to make transcripts there from, and to inspect all program data, documents, proceedings, and activities.
10. **Protected Health Information:** CONSULTANT understands and agrees to limit its use and disclosure of protected health information as described in the executed Business Associate Agreement, attached hereto as Exhibit "C" and incorporated herein by reference.
11. **Completeness of Contract:** This Contract and the documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. If there is any conflict between the terms of this Contract and the documents attached hereto, the terms of this Contract shall control. This Contract may not be subsequently modified except in writing signed by both parties.
12. **CITY Not Obligated to Third Parties:** CITY shall not be obligated or liable hereunder to any party other than the CONSULTANT.
13. **When Rights and Remedies Not Waived:** In no event shall the making by CITY of any payment to the CONSULTANT constitute or be construed as a waiver by CITY of any breach of covenant, or any default which may exist on the part of the CONSULTANT and the making of any such payment by CITY while any such breach or default shall exist in no way impairs or prejudices any right or remedy available to CITY in respect to such breach or default.
14. **Indemnification:** The CONSULTANT agrees to indemnify and hold harmless the CITY and all of its officers, employees, council members and agents from any and all claims by third parties, including, but not limited to, claims for damages, judgments, attorney's fees, expenses, injunctive or equitable relief, interest, personal injury, and death, that may arise from the CONSULTANT's performance under this Contract, provided that CONSULTANT shall not be required to indemnify or hold the CITY harmless for the intentional or negligent acts or omissions of the CITY to the extent that such acts cause the injuries or damages complained of.
15. **Insurance:** Consultant agrees to maintain insurance for comprehensive general liability, automobile liability insurance, workers' compensation and professional liability during the term of this Contract in the amounts not less than those required of other professional consultants retained by CITY. CONSULTANT shall provide CITY with evidence of such coverages in a form which is acceptable to the CITY. Such policies shall name the CITY, its officers, and employees as an additional insured and shall provide for a waiver of subrogation against the CITY.
16. **Personnel:** The CONSULTANT has all personnel required in performing the services under this Contract. All of the services required hereunder will be performed by the CONSULTANT or under CONSULTANT's supervision, and all personnel engaged in the work shall be qualified to perform such services.

17. **Assignability:** The parties hereby agree that Consultant may not assign, convey or transfer its interest, rights and duties in this Contract without the prior written consent of CITY.
18. **Notices:** Any notices or reports required by this Contract shall be sufficient if sent by the parties via personal delivery, facsimile, or via United States certified mail, postage paid, to the addresses noted below:

To City: Karla Stovall
Chief Financial Officer & Assistant to the City Manager
City of Bastrop
P.O. Box 427
1311 Chestnut Street
Bastrop, TX 78602-0427

To Contractor: _____

19. **Governing Law Venue:** This Contract shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any action brought to interpret or enforce the terms of this Contract shall lie in Bastrop County, Texas.
20. **Attorney's Fees/Costs:** If any legal proceeding is brought to interpret or enforce the terms of this Contract, the prevailing party in such action shall be entitled to recover from the non-prevailing party, in addition to the prevailing party's actual damages, reasonable attorney's fees and court costs.
21. **Authority to Sign:** The parties hereby warrant and represent that the undersigned persons have full authority and are duly authorized to sign on behalf of their respective principals and that such principals have duly authorized the transaction contemplated by this Contract.
22. **IN WITNESS WHEREOF,** CITY and the CONSULTANT have executed this Contract as of the date first written above.

CITY OF BASTROP, TEXAS:

CONSULTANT:

By (Signed): _____

By (Signed): _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

INSURANCE REQUIREMENTS FOR CONTRACTORS

1. ***All insurance policies proposed or obtained in satisfaction of these requirements shall comply with the following general specifications, and shall be maintained in compliance with these general specifications throughout the duration of the Contract, or longer, if so noted:***
 - a. Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least "A".
 - b. Any deductibles or self-insured retentions shall be declared in the bid response. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees and volunteers; or, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
 - c. Liability policies shall be endorsed to provide the following:
 - (1) Name as additional insured the City of Bastrop, its Officials, Agents, Employees and volunteers.
 - (2) That such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.
 - (3) 30 days' written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date, except that 10 days' notice may be given in the event the Contractor has not paid for renewal of its coverage prior to the expiration date.
 - (4) Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Contract and, without lapse, for a period of three years beyond the Contract expiration, such that occurrences arising during the Contract term which give rise to claims made after expiration of the Contract shall be covered.
 - (5) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.
 - (6) Should any required insurance lapse during the Contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this Contract effective on the date of the lapse.

SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:

All insurance policies proposed or obtained in satisfaction of this Contract shall additionally comply with the following marked specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:

[X] A. General Liability Insurance:

General Liability insurance with combined single limits of not less than \$1,000,000.00 shall be provided and maintained by the Contractor. The policy shall be written on an occurrence basis either in a single policy or in a combination of underlying and umbrella or excess policies.

If the Commercial General Liability form (ISO Form CG 0001 current edition) is used:

- Coverage A shall include premises, operations, products, and completed operations, independent contractors, contractual liability covering this Contract and broad form property damage coverage.
- Coverage B shall include personal injury.
- Coverage C, medical payments, is not required.

If the Comprehensive General Liability form (ISO Form GL 0002 Current Edition and ISO Form GL 0404) is used, it shall include at least:

- Bodily injury and Property Damage Liability for premises, operations, products and completed operations, independent contractors and property damage resulting from explosion, collapse or underground (XCU) exposures.
- Broad form contractual liability (preferably by endorsement) covering this Contract, personal injury liability and broad form property damage liability.

[X] Automobile Liability Insurance:

Contractor shall provide Commercial Automobile Liability insurance with Combined Single Limits (CSL) of not less than \$500,000.00 either in a single policy or in a combination of basic and umbrella or excess policies. The policy will include bodily injury and property damage liability arising out of the operation, maintenance and use of all automobiles and mobile equipment used in conjunction with this Contract.

Satisfaction of the above requirement shall be in the form of a policy endorsement for:

- any auto, or
- all owned, hired and non-owned autos.

[X] Professional Liability Insurance

Professional liability insurance with limits not less than \$1,000,000.00 per claim with respect to negligent acts, errors or omissions in connection with professional services is required under this Contract.

[X] Worker's Compensation Coverage for Building or Construction Projects for Governmental Entities

A. Definitions:

Certificate of coverage ("certificate")-A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the Contract.
- D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 2) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

- H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
- 1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - 2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - 3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - 4) obtain from each other person with whom it contracts, and provide to the Contractor:
 - a) certificate of coverage, prior to the other person beginning work on the project; and
 - b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - 5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - 6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - 7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The Contractor's failure to comply with any of these provisions is a breach of Contract by the Contractor which entitles the governmental entity to declare the Contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

EXHIBIT C TO CONTRACT

BUSINESS ASSOCIATE AGREEMENT

BETWEEN THE CITY OF BASTROP, TEXAS

AND

DATE: _____

1. This is an agreement (“Agreement”) between the City of Bastrop, Texas, hereinafter referred to as “Covered Entity” and _____, who is considered a “Business Associate” of the City under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

2. **Definitions**

a. Overall:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

b. Specific definitions:

- (1) Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” as detailed in 45 CFR 160.103, and in reference to the party to this Agreement, shall mean [Name of Business Associate].
- (2) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” as detailed in 45 CFR 160.103, and in reference to the party to this Agreement, shall mean the City of Bastrop, Texas.
- (3) HIPAA Rules. “HIPAA Rules” shall mean the “Privacy, Security, Breach Notification, and Enforcement Rules” as detailed in 45 CFR Part 160 and Part 164.

3. Obligations and Activities of Business Associate

Business Associate agrees to:

- a. Not use or disclose protected health information other than as permitted or required by the Agreement or as otherwise provided for or required by law;
- b. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement; and
- c. Report to Covered Entity any use or disclosure of protected health information not provided for by the Agreement, of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware within ten (10) days of the date on which Business Associate became aware of such disclosure; and
- d. Notify the affected individuals, the HHS Office for Civil Rights (OCR), and the media of any potential breach of protected health information on behalf of Covered Entity within ten (10) days of the date on which Business Associate became aware of such breach, but only after notifying Covered Entity in advance of such notification; and
- e. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors of the Business Associate that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;
- f. Make available protected health information in a designated record set to the Covered Entity as necessary to satisfy Covered Entity's obligations as detailed in 45 CFR 164.524;
- g. Respond to a written request for access to protected health information received by Business Associate directly from the individual by notifying Covered Entity within five (5) business days of receipt of such written request and providing the requested information directly to the individual within ten (10) business days of Business Associate's receipt of the request from the individual;
- h. Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526;
- i. Provide Covered Entity with a copy of any written request for amendment(s) to protected health information which Business Associate receives directly from an individual within ten (10) days of Business Associate's receipt of such request from the individual, and Business Associate will incorporate any such amendments to the information in the designated record set within ten (10) days

of Business Associate's receipt of such written request from the individual, if appropriate and in compliance with applicable laws and regulations;

- j. Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528 within ten (10) days of receipt of written request from Covered Entity;
- k. Make available the information required to provide an accounting of disclosures to an individual as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528 within ten (10) days of receipt of written request from the individual, and will provide the same information to the Covered Entity within the same ten (10) days;
- l. Comply with the requirements of Subpart E that apply to the Covered Entity in the performance of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, to the extent the Business Associate is to carry out one or more of such obligation(s); and
- m. Make its internal practices, books, and records available to the Secretary of the U.S. Department of Labor for purposes of determining compliance with the HIPAA Rules.

4. Permitted Uses and Disclosures by Business Associate

- a. Business Associate may only use or disclose protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c). The Business Associate will de-identify the information in accord with applicable regulations and will notify the Covered Entity of such action, in advance of such de-identification. The Business Associate shall only be permitted to use and disclosure the de-identified information as allowed by applicable regulation or law. The Business Associate shall obtain the Covered Entity's written approval prior to any use or disclosure of de-identified information. Business Associate may use or disclose protected health information as required by law.
- b. Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity's policies and procedures.
- c. Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 except that Business Associate may provide data aggregation services relating to the health care operations of the Covered Entity or management and administration and legal responsibilities of the Business Associate.

5. Permissible Requests by Covered Entity

- a. Covered entity shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164, except for data aggregation services relating to the health

care operations of the Covered Entity or management and administration and legal responsibilities of the Business Associate.

6. Term and Termination

- a. Term. The Term of this Agreement shall be effective as of _____, 2013, and shall terminate on _____, 2013, or on the date covered entity terminates for cause as authorized in paragraph b of this Section, whichever is sooner.
- b. Termination for Cause. Business Associate authorizes termination of this Agreement by covered entity, if covered entity determines Business Associate has violated a material term of the Agreement.
- c. Obligations of Business Associate Upon Termination. Upon termination of this Agreement for any reason, Business Associate, with respect to protected health information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:
 - (1) Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - (2) Destroy the remaining protected health information that the Business Associate still maintains in any form;
 - (3) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
 - (4) Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at 4.d., above, which applied prior to termination; and
 - (5) Destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- d. Business Associate will transmit the protected health information to another Business Associate, as named by the Covered Entity, at termination, and shall obtain and ensure destruction of protected health information created, received, or maintained by subcontractors of Business Associate.
- e. Survival. The obligations of business associate under this Section shall survive the termination of this Agreement. [This should be numbered f., not a.]

7. Miscellaneous

- a. Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- b. Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

City Manager, City of Bastrop
COVERED ENTITY

(Signature of Business Associate)
BUSINESS ASSOCIATE

Date Signed

Date Signed

CITY OF BASTROP

AGENDA ITEM **D.2****STANDARDIZED AGENDA RECOMMENDATION FORM**

CITY COUNCIL

DATE SUBMITTED: June 18, 2012

MEETING DATE: June 25, 2012

1. Agenda Item: **Presentation and possible discussion by Organizations seeking funding from Hotel Occupancy Tax for the 2014 Fiscal Year.**

1. Bastrop Association of the Arts
2. Bastrop Chamber of Commerce
3. Bastrop Downtown Business Alliance
4. Bastrop Fine Arts Guild
5. Bastrop County Historical Society
6. Bastrop Homecoming Committee
7. Bastrop Juneteenth Committee
8. Bastrop Old Town Visitors Center
9. Bastrop Opera House
10. Family Crisis Center
11. Keep Bastrop County Beautiful
12. reTREEt America
13. Upstart, Inc.
14. YMCA of Austin

2. Party Making Request: **Karla Stovall, Chief Financial Officer**

3. Nature of Request: (Brief Overview) Attachments: Yes X (separate attachment) No

4. Policy Implication: _____

5. Budgeted: _____ Yes _____ No _____ N/A

Bid Amount: _____ Budgeted Amount: _____

Under Budget: _____ Over Budget: _____

Amount Remaining: _____

6. Alternate Option/Costs: _____

7. Routing: **NAME/TITLE** **INITIAL** **DATE** **CONCURRENCE**

a) _____

b) _____

c) _____

8. Staff Recommendation: _____

9. Advisory Board: _____ Approved _____ Disapproved _____ None

10. Manager's Recommendation: _____ Approved _____ Disapproved _____ None

11. Action Taken: _____

CITY OF BASTROP

AGENDA ITEM: **D.3****STANDARDIZED AGENDA RECOMMENDATION FORM**

CITY COUNCIL

DATE SUBMITTED: June 19, 2013

MEETING DATE: June 25, 2013

1. Agenda Item: **Consideration, discussion and possible action regarding the approval of a Resolution of the City Council of Bastrop, Texas regarding funding and reporting requirements for Hotel/Motel Tax Revenue Grants by the City for Publicity and Tourism Grants and processes for future grant cycles.**

2. Party Making Request: **Michael H. Talbot**

3. Nature of Request: (Brief Overview) Attachments: Yes X No

Attached for City Council review is a proposed resolution that the Council directed this resolution to be drafted per Councilmember Kesselus' suggestion that a three (3) tier approach be developed for prioritizing the expenditures of Hotel/Motel Funds. The resolution is attached per your request.

4. Policy Implication: _____

5. Budgeted: _____ Yes _____ No _____ N/A

Bid Amount: _____

Budgeted Amount: _____

Under Budget: _____

Over Budget: _____

Amount Remaining: _____

6. Alternate Option/Costs: _____

7. Routing: **NAME/TITLE** **INITIAL** **DATE** **CONCURRENCE**

a) _____

b) _____

c) _____

8. Staff Recommendation: _____

9. Advisory Board: _____ Approved _____ Disapproved _____ None

10. Manager's Recommendation: _____ Approved _____ Disapproved _____ None

11. Action Taken: _____

RESOLUTION NO. 2013 - _____

**A RESOLUTION OF THE
CITY COUNCIL OF BASTROP, TEXAS REGARDING FUNDING AND
REPORTING REQUIREMENTS FOR HOTEL/MOTEL TAX REVENUE
GRANTS BY THE CITY, FOR PUBLICITY AND TOURISM GRANTS, AND
PROCESSES FOR FUTURE GRANT CYCLES**

WHEREAS, the City of Bastrop, Texas, ("City"), is a Home Rule municipality incorporated and operating under the Laws of the State of Texas and, accordingly has been granted full legal authority to enact rules and procedures related to its grant of Hotel/Motel Tax revenue funds ("HOT Funds") to local recipients to enhance and encourage tourism in the City of Bastrop, as per the Texas Tax Code, Chapter 351.001 *et seq.*; and

WHEREAS, the City Council has determined that identifying certain "tiers" of priorities, related to the City's allocation and expenditure of HOT Funds, is advisable and will assist both the City and the Grant Recipients in accomplishing their grant objectives, as well as assist the City in ensuring compliance with applicable State laws pertaining to the use of HOT Funds; and

WHEREAS, the City Council has determined that identification of the City's HOT Fund priorities, and implementation of a "Tiered Priority" process for evaluation, allocation and use of the City's HOT Funds, should be adopted, as set out herein, below

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

Part 1: The Council hereby adopts the following Tiered Priority process for its annual evaluation, establishment of priorities, and approval of City expenditures/commitments of the City's Hotel/Motel Tax revenue funds (HOT Funds):

- A. **"TIER ONE"** - The "Tier One" priority for the City's HOT FUND expenditures shall be placed on those budget items which the Council has determined necessitate the City's use of HOT Funds, as set forth in the City Manager's rolling, five year debt/expenditure projection. The following list comprises the City's agreed upon "Tier One" priority expenses, and the Council hereby agrees that these identified payment and retention obligations of the City shall have priority on approval and expenditure of HOT Funds, by the Council, each year during the Council's HOT Fund disbursement process:
1. Payment of debt service and operational expenses associated with the City's Convention and Exhibition Center;
 2. Payment of expenses associated with the City's "Main Street Program" commitments;

3. Payment of administration and City staffing expenses related to the City's provision of support for any HOT Funded events, projects, or programs; and
 4. Retention of HOT Funds, as appropriate, for maintaining the reserve funds related to maintaining the City's bond rating.
- B. **"TIER TWO"** - The "Tier Two" priority for the City's HOT FUND expenditures shall be placed on those annual HOT grant programs, that are customarily evaluated and approved for HOT Fund grants, by the Council.
- C. **"TIER THREE"** – In approximately April of each year, the City Manager will report to the Council as to whether, during that annual HOT Funding cycle, HOT Funds remain available in the City's HOT Fund reserves/account, after the Tier One and Tier Two priorities are approved and committed by the Council, then the following additional "Tier Three" HOT Fund expenditures may be considered for approval and funding by the Council:
1. Any action(s) taken in a prior HOT Funding year that binds the Council to appropriate and utilize HOT Funds for authorized projects, programs and events; and
 2. Projects, events, programs that the Council has identified for evaluation and consideration as a "Tier Three" priority during the prior 12 month period; and
 3. Accelerated payment on the debt of the City related to the City's Convention and Exhibition Center.

Part 2: This Resolution shall become effective immediately upon passage, subject to publication as required by State law.

PASSED, ADOPTED AND APPROVED this ____ day of _____, 2013.

APPROVED:

MAYOR TERRY ORR

ATTEST:

TRACI CHAVEZ, INTERIM CITY SECRETARY

CITY OF BASTROP

AGENDA ITEM: **D.4****STANDARDIZED AGENDA RECOMMENDATION FORM**

CITY COUNCIL

DATE SUBMITTED: June 19, 2013

MEETING DATE: June 25, 2013

1. Agenda Item: **Consideration, discussion and possible action regarding the approval of a Resolution of the City Council of Bastrop, Texas regarding support and acceptance of funding from the Department of Defense Office of Economic Adjustment (OEA) for a Joint Land Use Study (JLUS) for Camp Swift and the surrounding County, Cities and other local agency jurisdictions.**

2. Party Making Request: **Michael H. Talbot**

3. Nature of Request: (Brief Overview) Attachments: Yes X No

Attached is the Resolution supporting the Camp Swift JLUS project. This project will be grant funded by the OEA, with matching funds constituting time from Staff.

4. Policy Implication: _____

5. Budgeted: _____ Yes _____ No _____ N/A

Bid Amount: _____

Budgeted Amount: _____

Under Budget: _____

Over Budget: _____

Amount Remaining: _____

6. Alternate Option/Costs: _____

7. Routing: **NAME/TITLE** **INITIAL** **DATE** **CONCURRENCE**

a) _____

b) _____

c) _____

8. Staff Recommendation: _____

9. Advisory Board: _____ Approved _____ Disapproved _____ None

10. Manager's Recommendation: _____ Approved _____ Disapproved _____ None

11. Action Taken: _____

RESOLUTION NO. 2013- _____

**A RESOLUTION OF THE CITY COUNCIL OF BASTROP, TEXAS
REGARDING SUPPORT AND ACCEPTANCE OF FUNDING FROM THE
DEPARTMENT OF DEFENSE OFFICE OF ECONOMIC ADJUSTMENT
(OEA) FOR A JOINT LAND USE STUDY (JLUS) FOR CAMP SWIFT
AND THE SURROUNDING COUNTY, CITIES AND OTHER LOCAL
AGENCY JURISDICTIONS**

WHEREAS, it is mutually recognized that the continued operation of Camp Swift, Bastrop, Texas is important to national defense and to the economics of the State of Texas and the City of Bastrop and Bastrop County region; and

WHEREAS, it agrees that the current and future missions and operations of Camp Swift, Bastrop, Texas should be preserved and protected; and

WHEREAS, the communities signing below and Camp Swift, Bastrop, Texas wish to engage in a cooperative planning effort, known as a Joint Land Use Study (JLUS), to guide future community growth and development that is compatible with the missions of the City of Bastrop, Texas and Bastrop County, and

WHEREAS, it is recognized that participation in and development of the JLUS would also benefit the health, safety and general welfare of the citizens of the City of Bastrop and Bastrop County; and

WHEREAS, on June 19, 2013 the City of Bastrop City Council authorized the City of Bastrop to serve as the sponsoring agency for the JLUS and has applied and received designated funding from the Department of Defense Office of Economic Adjustment (OEA);

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

BE IT RESOLVED by the City of Bastrop, Texas does hereby agree to participate in the JLUS and commit to a good faith effort to implement the JLUS recommendations.

BE IT FURTHER RESOLVED by the City of Bastrop City Council that the City Manager and Council is hereby authorized and directed to immediately certify and release this Resolution and that the City of Bastrop employees and officials are authorized to carry out the purposes of this Resolution, both without further reading and approval by the City of Bastrop City Council.

PASSED, ADOPTED AND APPROVED this ____ day of _____, 2013.

APPROVED:

MAYOR TERRY ORR

ATTEST:

TRACI CHAVEZ, INTERIM CITY SECRETARY

CITY OF BASTROP

AGENDA ITEM **D.5****STANDARDIZED AGENDA RECOMMENDATION FORM**

CITY COUNCIL

DATE SUBMITTED: June 20, 2013

MEETING DATE: June 25, 2013

1. Agenda Item: **Consideration, discussion and possible action for acceptance of the presentation of the Bastrop County Historical Society Museum and Visitors Center Operations and Maintenance Budget for FY2014.**

2. Party Making Request: **Karla Stovall**

3. Nature of Request: (Brief Overview) Attachments: Yes X No

In accordance with Article 8.07 of the Historical Museum Land and Improvements Lease Agreement the Society shall prepare and present to the Council the operations and maintenance budget for the upcoming year, detailing all anticipated expenditures and noting the source and amount of funds that will be available to pay for same.

4. Policy Implication: _____

5. Budgeted: _____ Yes _____ No N/A

Bid Amount: _____

Budgeted Amount: _____

Under Budget: _____

Over Budget: _____

Amount Remaining: _____

6. Alternate Option/Costs: _____

7. Routing: **NAME/TITLE** **INITIAL** **DATE** **CONCURRENCE**

a) _____

b) _____

c) _____

8. Staff Recommendation: _____

9. Advisory Board: _____ Approved _____ Disapproved _____ None

10. Manager's Recommendation: _____ Approved _____ Disapproved _____ None

11. Action Taken: _____

Bastrop County Historical Society
FY 2013 Combined Budget
Museum and Visitor Center

Income	Museum	Visitor Center	Total
Admissions	\$0.00		\$0.00
Donations	\$3,000.00		\$3,000.00
Dues	\$18,500.00		\$18,500.00
Rendezvous/Home			
Tour	\$35,000.00		\$35,000.00
HotFund	\$16,000.00	\$55,000.00	\$71,000.00
Tours	\$1,000.00		\$1,000.00
Interest	\$500.00		\$500.00
Grants	\$0.00		\$0.00
Museum Gift Shop			
Sales	\$3,000.00		\$3,000.00
Photo Scans	\$100.00		\$100.00
Other Event*	\$15,000.00		\$15,000.00
Total Income	\$92,100.00	\$55,000.00	\$147,100.00
Expenses			
Payroll expenses	\$38,000.00	\$45,700.00	\$83,700.00
Administrative and Office Expenses			
Advertising	\$2,500.00	\$2,500.00	\$5,000.00
Archival Supplies	\$1,000.00		\$1,000.00
Bank Charges	\$100.00		\$100.00
Business Membership	\$800.00		\$800.00
Computer			
Software/Repair	\$500.00	\$500.00	\$1,000.00
Insurance	\$2,250.00	\$2,250.00	\$4,500.00
Internet	\$540.00		\$540.00
Guest Speaker	\$250.00		\$250.00
Four Winds License		\$400.00	\$400.00
Four Winds			
Maintenance		\$500.00	\$500.00
Merchandise/Gift Shop	\$3,500.00		\$3,500.00
Newsletter	\$600.00		\$600.00
Office Supplies	\$1,000.00	\$500.00	\$1,500.00
Postage	\$300.00	\$500.00	\$800.00
Printing	\$2,000.00		\$2,000.00
Rendezvous and			
Hometour	\$7,500.00		\$7,500.00
Rent	\$10.00		\$10.00
Signage	\$100.00		\$100.00
Telephone	\$2,100.00	\$1,700.00	\$3,800.00
Tax Prep and			
Accounting Services	\$1,300.00	\$1,000.00	\$2,300.00
Water	\$200.00		\$200.00
Website	\$2,000.00	\$1,000.00	\$3,000.00
Total	\$28,550.00	\$10,850.00	\$39,400.00

Bastrop County Historical Society
FY 2013 Combined Budget
Museum and Visitor Center

Building Operations

Maintenance Elevator and AC	\$1,000.00		\$1,000.00
Grounds	\$500.00		\$500.00
Janitorial Service	\$2,560.00	\$2,560.00	\$5,120.00
Janitorial Supplies	\$500.00	\$500.00	\$1,000.00
Trash Collection	\$300.00		\$300.00
Utilities	\$4,500.00	\$10,500.00	\$15,000.00
Total	\$9,360.00	\$13,560.00	\$22,920.00
 Total Expenses	 \$75,910.00	 \$70,110.00	 \$146,020.00
 Surplus (Deficit)	 \$16,190.00	 -\$15,110.00	 \$1,080.00

*Need to divert Garage
Sale to operations to
support combined
operations

The logo for the Bastrop County Historical Society. It features the word "Bastrop" in a large, elegant, dark red cursive script. To the right of "Bastrop", the words "MUSEUM & VISITOR" are written in a bold, dark red, all-caps serif font. Below "MUSEUM & VISITOR", the word "CENTER" is written in the same bold, dark red, all-caps serif font. At the bottom, the phrase "of the Bastrop County Historical Society" is written in a smaller, dark red, all-caps serif font.

MUSEUM & VISITOR **CENTER**
of the Bastrop County Historical Society

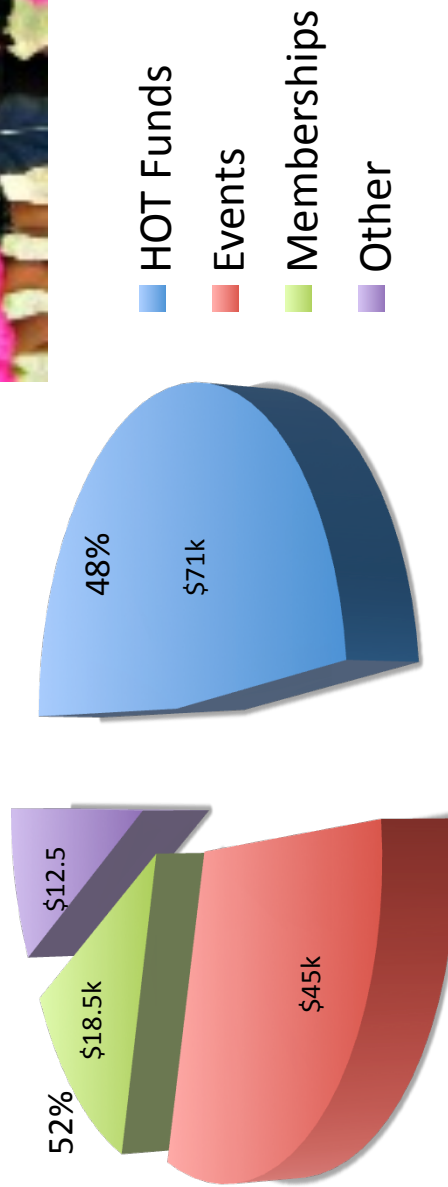
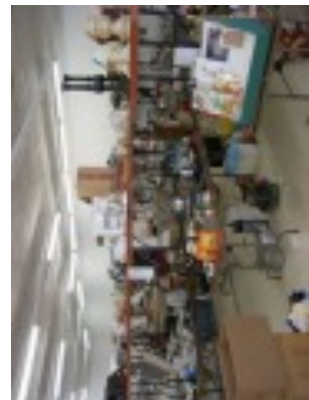
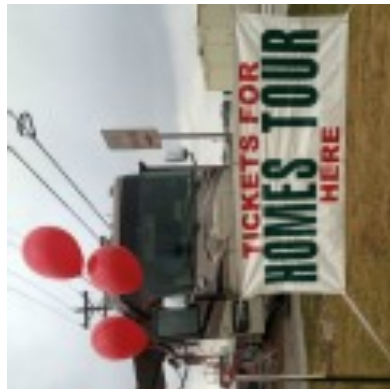
2013 Operations and
Maintenance Budget
Including Sources of Funds

FY 2013 Budget

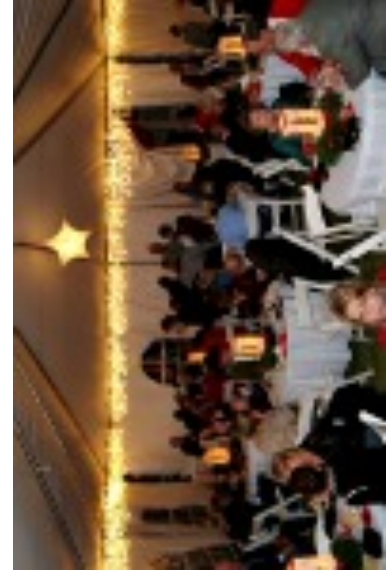
Income

Income	Museum	Visitor Center	Total
Admissions	\$0.00		\$0.00
Donations	\$3,000.00		\$3,000.00
Dues	\$18,500.00		\$18,500.00
Rendezvous/Home Tour	\$35,000.00		\$35,000.00
HotFund	\$16,000.00	\$55,000.00	\$71,000.00
Tours	\$1,000.00		\$1,000.00
Interest	\$500.00		\$500.00
Grants	\$0.00		\$0.00
Museum Gift Shop Sales	\$3,000.00		\$3,000.00
Photo Scans	\$100.00		\$100.00
Other Event*	\$15,000.00		\$15,000.00
Total Income	\$92,100.00	\$55,000.00	\$147,100.00

Source of Funds



- HOT Funds
- Events
- Memberships
- Other



FY 2013 Budget

Expenses

Expenses	Museum	Visitor Center	Combined
Payroll expenses	\$38,000.00	\$45,700.00	\$83,700.00
Administrative and Office Expenses			
Total	\$28,550.00	\$10,850.00	\$39,400.00
Building Operations			
Maintenance Elevator and AC	\$1,000.00		\$1,000.00
Grounds	\$500.00		\$500.00
Janitorial Service	\$2,560.00	\$2,560.00	\$5,120.00
Janitorial Supplies	\$500.00	\$500.00	\$1,000.00
Trash Collection	\$300.00		\$300.00
Utilities	\$4,500.00	\$10,500.00	\$15,000.00
Total	\$9,360.00	\$13,560.00	\$22,920.00
Total Expenses	\$75,910.00	\$70,110.00	\$146,020.00

Expense Categories

Expenses

