

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



August 14, 2018 at 3:30 P.M.

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

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

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

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

1. EXECUTIVE SESSION

- 1A. City Council shall convene into closed executive session pursuant to Section 551.071 of the Texas Government Code to deliberate and seek legal advice regarding the operation of Hunters Crossing Public Improvement District and Whiteaker, et al v. Forestar Group, Inc. et. al, Cause No. 423-5020, filed in the 423rd Judicial District, Bastrop County, Texas, along with 14 other property owner lawsuits making identical claims against the same 12 named defendants in which the City and the Hunters Crossing Local Government Corporation are listed among the defendants and are currently pending in the Bastrop County district courts.

- 1B. City Council shall convene into closed executive session pursuant to Section 551.071 of the Texas Government Code to confer with City Attorney regarding legal advice related to the July 28th Community Bus Tour with the Planning & Zoning Commission of Capital Improvement Projects/Developments and drainage sites, and the status of evaluating and updating the city's regulatory program, including public comment and citizen input into the new subdivision ordinance, pending revisions to zoning and sign codes, and uniformity of the permitting process, and goals for stormwater plans and improvements.

A handwritten signature in blue ink, appearing to be "C. Smith", is located in the bottom right corner of the page.

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

3. CALL TO ORDER – 6:30 P.M.

4. PLEDGE OF ALLEGIANCE – Madison Rosales, Teania McIntyre, Shay Baldwin, Maya Baldwin, Josiah Wellington, Braden Keiser, Camryn Tucker, Nolan Castillo, and Shawn Grimes, Junior Police Academy

TEXAS PLEDGE OF ALLEGIANCE

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

5. INVOCATION – Chaplain Robert Wellington, Police Chaplain

6. PRESENTATIONS

6A. Receive Presentation from the YMCA of Austin - Bastrop Branch.

6B. Mayor's Report

6C. Councilmembers' Report

6D. City Manager's Report

7. WORK SESSION/BRIEFINGS

7A. Review revised Community Support Application based on Council feedback received at the July 24th meeting.

7B. Receive briefing on the City Manager's submitted budget for FY 2019 as required by the City's Charter.

8. STAFF AND BOARD REPORTS - NONE

9. CITIZEN COMMENTS

At this time, three (3) minute comments will be taken from the audience on any topic. To address the Council, please submit a fully completed request card to the City Secretary prior to the beginning of the Council meeting. In accordance with the Texas Open Meetings Act, if a citizen discusses any item not on the agenda, City Council cannot discuss issues raised or make any decision at this time. Instead, City Council is limited to making a statement of specific factual information or a recitation of existing policy in response to the inquiry. Issues may be referred to City Staff for research and possible future action.

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

It is not the intention of the City of Bastrop to provide a public forum for the embarrassment or demeaning of any individual or group. Neither is it the intention of the Council to allow a member of the public to slur the performance, honesty and/or integrity of the Council, as a body, or any member or members of the Council individually or collectively, or members



of the City's staff. Accordingly, profane, insulting or threatening language directed toward the Council and/or any person in the Council's presence will not be tolerated.

10. CONSENT AGENDA

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

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

11. ITEMS FOR INDIVIDUAL CONSIDERATION

- 11A. Hold public hearing and consider action to approve the first reading of Ordinance No. 2018-12 of the City Council of the City of Bastrop, Texas, rezoning 0.398 acres of Bastrop Town Tract, Abstract 11 and 2.046 acres of Building Block 12 East of Water Street from C-2, Commercial 2 to CMU, Commercial Mixed Use Character Zone and extend the Downtown Bastrop Form-Based Code Regulating Plan Area, located within the northeast Block of SH 95 and Chestnut Street, within the city limits of Bastrop, Texas, as shown in Exhibit A; including a severability clause; and establishing an effective date, and move to include on the August 28, 2018 consent agenda for second reading.
- 11B. Hold public hearing and consider action to approve the first reading of Ordinance No. 2018-15 of the City Council of the City of Bastrop, Texas, granting a Conditional Use Permit for a religious institution use for Bastrop Bible Church, on 0.145 acres of Building Block 5 east of Water Street, located at 606 Pecan Street, within the city limits of Bastrop, Texas; as shown in Exhibit A; setting out conditions; including a severability clause; and establishing an effective date, and move to include on the August 28, 2018 consent agenda for a second reading.
- 11C. Hold public hearing and consider action to approve the first reading of Ordinance No. 2018-16 of the City Council of the City of Bastrop, Texas, rezoning 0.70 acres of lot 67, within the Bastrop Town Tract Abstract 11, from Form-Based Code Character Zone CMU – Commercial Mixed Use, to MF-1 – Multifamily 1, located at 1706 Farm Street, within the city limits of Bastrop, Texas; as shown in Exhibit A; including a severability clause; and establishing an effective date and move to include on the August 28, 2018 consent agenda for second reading.
- 11D. Consider action to approve the first reading of Ordinance No. 2018-14 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2018 in accordance with existing statutory requirements; appropriating the various amounts herein; as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; providing for an effective date and move to include on the August 28, 2018, consent agenda for a second reading.
- 11E. Consider action to approve Resolution No. R-2018-59 of the City Council of the City of Bastrop, Texas, awarding a contract, attached as Exhibit A, for the installation of holiday lighting to Décor IQ in the amount of One Hundred Nine Thousand Five Hundred Twenty Five and 00/100 Dollars (\$109,525.00); authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

12. EXECUTIVE SESSION

- 12A. City Council shall convene into closed executive session pursuant to Section 551.071 of the Texas Government Code to confer with City Attorney regarding legal advice related to the status of reviewing and updating the city's regulatory program, including public comment and citizen input into the new subdivision ordinance, pending revisions to zoning and sign codes, capital improvements plan, uniformity of the permits process, and limited stay of processing certain permits, authorizations and approvals, and drainage improvements.
- 13. Conduct a Public Hearing and take any necessary or appropriate action on matters posted for consideration in closed / executive session.

14. ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting as posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Bastrop City Hall, a place of convenient and readily accessible to the general public, as well as to the City's website, www.cityofbastrop.org and said Notice was posted on the following date and time: Saturday, August 11, 2018 at 2:30 p.m. and remained posted for at least two hours after said meeting was convened.



Lynda K. Humble, City Manager





STAFF REPORT

MEETING DATE: August 14, 2018

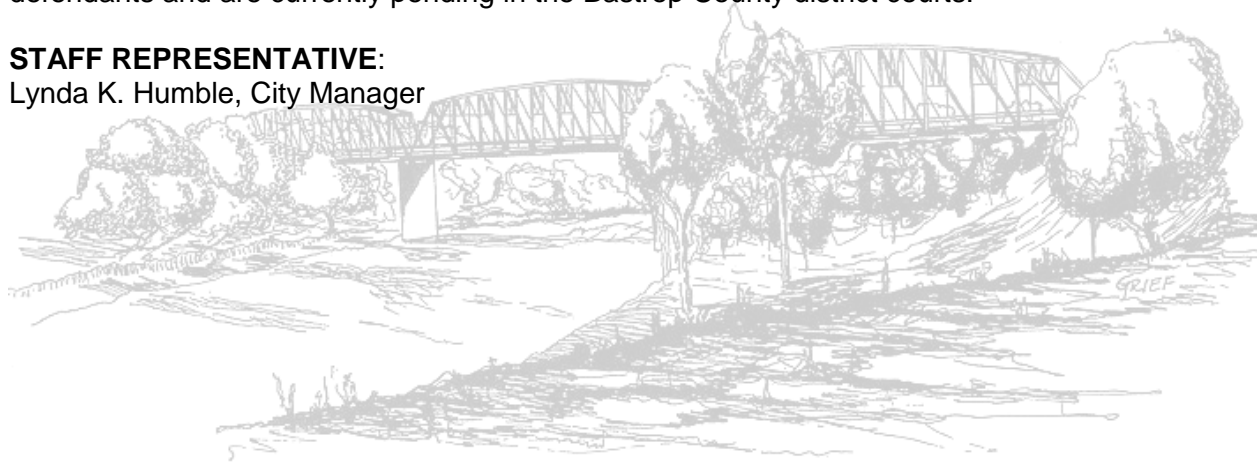
AGENDA ITEM: 1A

TITLE:

City Council shall convene into closed executive session pursuant to Section 551.071 of the Texas Government Code to deliberate and seek legal advice regarding the operation of Hunters Crossing Public Improvement District and Whiteaker, et al v. Forestar Group, Inc. et. al, Cause No. 423-5020, filed in the 423rd Judicial District, Bastrop County, Texas, along with 14 other property owner lawsuits making identical claims against the same 12 named defendants in which the City and the Hunters Crossing Local Government Corporation are listed among the defendants and are currently pending in the Bastrop County district courts.

STAFF REPRESENTATIVE:

Lynda K. Humble, City Manager





STAFF REPORT

MEETING DATE: August 14, 2018

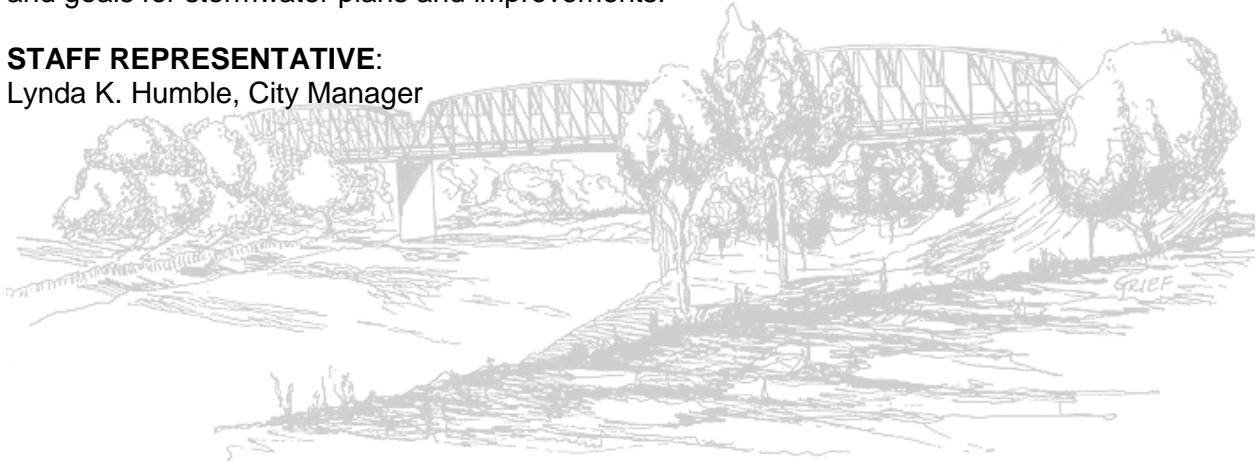
AGENDA ITEM: 1B

TITLE:

City Council shall convene into closed executive session pursuant to Section 551.071 of the Texas Government Code to confer with City Attorney regarding legal advice related to the July 28th Community Bus Tour with the Planning & Zoning Commission of Capital Improvement Projects/Developments and drainage sites, and the status of evaluating and updating the city's regulatory program, including public comment and citizen input into the new subdivision ordinance, pending revisions to zoning and sign codes, and uniformity of the permitting process, and goals for stormwater plans and improvements.

STAFF REPRESENTATIVE:

Lynda K. Humble, City Manager





STAFF REPORT

MEETING DATE: August 14, 2018

AGENDA ITEM: 2

TITLE:

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

STAFF REPRESENTATIVE:

Lynda Humble, City Manager





STAFF REPORT

MEETING DATE: August 14, 2018

AGENDA ITEM: 6A

TITLE:

Receive Presentation from the YMCA of Austin - Bastrop Branch

STAFF REPRESENTATIVE:

Sarah O'Brien, Hospitality & Downtown Director

BACKGROUND/HISTORY:

In 2017, the Bastrop City Council approved contractual service agreements and a charitable funding agreement associated with operating, supporting, staffing and providing free or discounted cost recreation programs to the community and for services associated with operating, staffing and providing a public pool with the YMCA of Austin-Bastrop Branch. Prior to consideration of a contract renewal or discussion of expanding services, YMCA Director Terry Moore will be presenting an overview of the services, value, and impact that the organization provides the citizens of Bastrop and the City.

POLICY EXPLANATION:

The FY 19 Budget proposal will include continued funding for the State Park Pool operations and an expansion of recreation services for the YMCA of Austin-Bastrop Branch. City Council will consider one combined contract at the September 25th Council meeting. The contract for services and funding will clearly state the expectations, reporting requirements and outlining the partnership between the YMCA of Austin-Bastrop Branch and the City of Bastrop.

FUNDING SOURCE:

FY 18 funding for recreation services was allocated from the General Fund. FY 18 funding for operating the State Park Pool was allocated from Bastrop Power & Light and the Water and Wastewater Fund. Staff will make similar recommendations for FY 19.

RECOMMENDATION:

Receive presentation and provide feedback to staff for consideration in development of the FY 19 contractual agreement.

ATTACHMENTS:

- # YMCA - 2018 Agreement Recreation Services
- #2 YMCA- 2018 Agreement Services for State Park Pool
- #3 YMCA- 2018 BP&L Funding Agreement



City of Bastrop Parks and Recreation Department
1209 Linden Street, Bastrop TX 78602

INDEPENDENT CONTRACT AGREEMENT – RECREATION PROGRAMS

Upon execution of this contract, the City of Bastrop approves compensation of Forty-Two Thousand Dollars (\$42,000.00) for Fiscal Year 2017-2018 for services associated with operating, supporting, staffing, and providing recreation programs at a discounted cost or free, located inside the City of Bastrop and its park system.

This contract is to be paid to the Young Men’s Christian Association (YMCA) of Austin-Bastrop Branch in partnership with the Bastrop Parks and Recreation Department to provide quality recreational programs for the community. This contract is to be paid from the contractual services line item of the City of Bastrop Recreation Budget, which \$42,000 shall be dedicated to direct program expenses, such as salaries, supplies, rent, equipment, and promotional expenses to provide recreational programs to the community. As part of this partnership, there shall be no charge for the use of the City of Bastrop Parks System for free events or programs. **The programs will be submitted annually and approved by the Managing Director of Public Works & Leisure Services.** Activity examples are as follows, but not limited to: volleyball, soccer, and kickball for all ages.

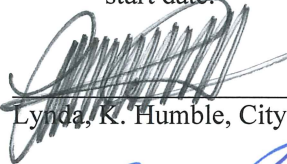
Services to be provided by the **YMCA** are as follows:

1. Accepts responsibility for the selection, training, and supervision of all staff required to execute recreational programs to the community.
2. Programs and activities are designed to benefit and include persons of all backgrounds, recognizing the YMCA is a membership organization.
3. Responsible for the organization, delivery, and quality of the program(s), and expected to work independently, through the Bastrop YMCA, under the general direction of the YMCA of Austin.
4. Shall submit a quarterly report of the services provided to the Managing Director of Public Works & Leisure Services, which shall list the number of program services provided and participant count (per program activity). **The report is due on the 15th of the month following the end of the quarter. See Exhibit (A) Report Format. A semi-annual report will be given to the City Council at a regularly scheduled Council meeting.**
5. Provide monthly invoices for expenses, on or before the 30th day of each month that this Agreement is in effect. The Managing Director shall authorize payment of the invoices to the City of Bastrop Finance Department. Checks will become available on the same schedule for which all City contractors are normally provided with payment.
6. Shall schedule park usage **thirty (30) days** prior to the first practice or scheduled league game.
7. Shall list the City of Bastrop as a partner on all advertising for programs or events in the city parks or facilities i.e. flyers, banners, websites and other promotional items.
8. At any point while the YMCA is providing services, either the City of Bastrop or the YMCA may reserve the right to end the contract with (90) ninety-day notice in writing. If either the City of Bastrop or YMCA terminates the contract, the YMCA shall be compensated for the services, which they provided before, the contract was terminated.

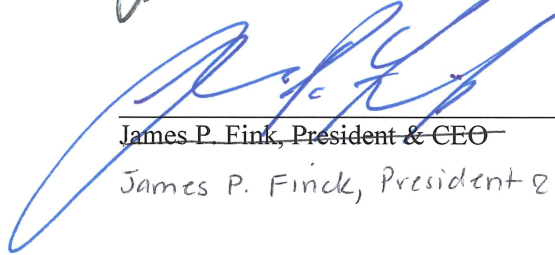


Services provided by the **City of Bastrop** are as follows:

1. Agrees not to charge for free events provided by the YMCA of Austin-Bastrop Branch.
2. Provide the yearly funding, as approved by City Council, in monthly payments made within fifteen days of invoice.
3. Agrees to ensure the fields are ready for use once notice is receive **thirty days** prior to the program start date.



Lynda, K. Humble, City Manager Date 12/21/17



James P. Fink, President & CEO Date 1/4/18
James P. Fink, President & CEO



EXHIBIT A

Quarterly Activity report: _____ (1st 2nd 3rd 4th)

Please provide information, as provided below, for each of the programs applicable for the quarter.

Adult Program provided _____

Location _____

Number of participants _____

Senior Program provided _____

Location _____

Number of participants _____

Teen Program provided _____

Location _____

Number of participants _____

Youth program provided _____

Location _____

Number of Participants _____

SERVICES AGREEMENT

between the **City of Bastrop**
and **YMCA of Austin**

This Agreement is hereby entered into by the City of Bastrop, Texas, a home-rule municipality located in Bastrop County, Texas ("City"), and YMCA of Austin, a nonprofit corporation ("YMCA"). The parties hereby mutually agree as follows:

1. Premises

This Agreement applies to the premises identified as the Texas Parks and Wildlife Department (TPWD) for the lease and operation of an aquatic center located at the Bastrop State Park, commonly referred to as the *Bastrop State Park Swimming Pool*, which includes land, buildings, structures, fixtures and improvements ("Facility"), located at 100 Park Road, 1A, Bastrop, Texas, 78602.

2. Compensable Services

The YMCA agrees to manage and operate the Facility for the benefit of the public, including Bastrop citizens and visitors, through the provision of programs and services that include: open recreation, aquatic exercise, lap swimming, swimming instruction, group rentals, and water safety courses.

3. Compensation

As consideration for the services rendered by the YMCA under the terms and conditions of this Agreement, the City agrees to remit to the YMCA payments totaling thirty thousand dollars (\$30,000.00), payable quarterly.

4. Management of Funds

(a) Accounting: The YMCA agrees to maintain accurate financial records of funds received or expended for the provision of services provided under this Agreement, in accordance with generally accepted account practices. The YMCA shall have an annual audit conducted by a certified public accountant, which shall be available to the City upon request.

(b) Report: The YMCA shall submit to the City a copy of the annual report presented by the YMCA to the TPWD.

(c) Document Review: Upon request of the City, YMCA shall make available the YMCA's records regarding the Facility for inspection and review during the normal business hours.

5. Duration

(a) One Year: This Agreement shall be effective as of its date of execution by the parties, and shall remain in effect for one full calendar year.

(b) Renewal: This Agreement shall automatically renew for an additional one-year period unless either party provides written notice to the other party of an intention not to renew the Agreement at least ninety (90) days in advance. Notice of a party's intent not to renew this Agreement shall cause the Agreement to expire at the end of the then-current term.

(c) Termination: This Agreement may be terminated by either party *for cause* upon the objecting party's notice of *for cause* termination being conveyed to the other party at least ninety (90) days prior to the termination date. Notice of termination shall negate the City's obligation to remit the scheduled quarterly payment (if any) for any time beyond the 90-day notice period.

6. Independent Contractor

It is expressly understood and agreed by the parties that the YMCA is engaged under this Agreement solely as an independent contractor, and is not an officer, agent or employee of the City. The City shall not be responsible for the day to day supervision of the YMCA, its officers, agents, or employees.

7. Notification

Any notice necessary or appropriate relative to this Agreement shall be effective when deposited in the United States mail, either certified or registered mail, postage prepaid and addressed to the following locations:

City Manager
City of Bastrop
P.O. Box 427
Bastrop, Texas 78602

Executive Director
YMCA of Austin, Inc.
1112 Main Street
Bastrop, Texas 78602

8. Assignment or Delegation

No part of this Agreement may be assigned or delegated without the prior written consent of the other party, and any attempted assignment of benefits or rights or delegation of duties or obligations shall be a breach of this Agreement.

9. Controlling Law & Venue

This Agreement shall be subject to the laws and statutes of the State of Texas. It is understood and agreed that in the event any provision of this Agreement is

inconsistent with the requirements of the Act, or any other applicable State law, the requirements of the law will control. The Venue for any legal disputes arising under this Agreement shall be *Bastrop County*.

10. Indemnification

Each party to this Agreement shall be solely responsible and liable for the acts, errors and omissions of its officers, agents, and employees, and for any and all claims, losses, causes of action and damages, suits, and liability of every kind including all expenses of litigation, court costs, and attorney fees, for injury to or death to any person, or for damage to any property, arising from or in connection with the party's own operations carried out in furtherance of this Agreement.

The YMCA agrees to indemnify, hold harmless and defend the City, its officers, agents, representatives, consultants and employees from any and all claims, losses, causes of action, and damages, suits and liability arising out of services provided by YMCA under this Agreement.

11. Severability

If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect to the extent the purposes and goals of this Agreement can still be achieved.

12. Entire Agreement

This Agreement constitutes the entire agreement between the parties.

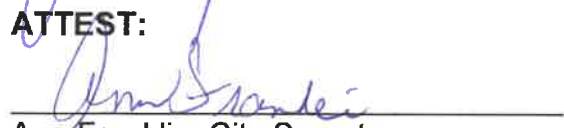
IN WITNESS WHEREOF, the parties hereby execute this Agreement.

CITY OF BASTROP, TEXAS:

by: 
Lynda K. Humble, City Manager

Date of Execution Dec. 13, 2017

ATTEST:


Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

YMCA OF AUSTIN:

by: 
CEO, YMCA of Austin

Date of Execution 10 Jan 2018

ATTEST:

Witness

STATE OF TEXAS
COUNTY OF BASTROP

§
§
§

KNOW ALL MEN BY THESE PRESENT:

CHARITABLE SERVICES FUNDING AGREEMENT

This Charitable Services Agreement ("Agreement") is made on this the 24th day of October, 2017, by and between the City of Bastrop, Texas, a Texas Home Rule Municipal Corporation, (referred to herein as the "City") and YMCA Austin/Bastrop Branch, a non-profit corporation organized and existing under the laws of the State of Texas, (referred to herein as "ORGANIZATION"). The City and ORGANIZATION are also referred to collectively in this Agreement as the "Parties" and singularly as "Party." The Parties intend that this Agreement will supersede and replace all previously adopted and finalized Agreements in their entirety, if any.

RECITALS

WHEREAS, the City Council has determined that City funds may be used for assisting with the cost of utilities associated with the operation of the Bastrop State Park Pool which is available for use by the Citizens of the City of Bastrop; and the surrounding area; and

WHEREAS, the City desires to provide public funds to ORGANIZATION, which provides services in the City and, further to support charitable activities occurring in the City, which benefit the citizens of the community; and

WHEREAS, ORGANIZATION has expressed a desire to maintain ongoing operations of the Bastrop State Park Pool in order to benefit the public, and desires to work with the City to accomplish this goal to ensure the health, safety and welfare benefits to the citizens of the City; and

WHEREAS, the City, has determined that it desires to work with ORGANIZATION toward the mutual goal of fulfilling the needs of its citizenry for the services provided by the ORGANIZATION, in and around the City of Bastrop, Texas; and

WHEREAS, the City desires to periodically receive, from ORGANIZATION, information concerning requests for charitable services within the City to be provided by ORGANIZATION, and so that the City may evaluate such information when budgeting for expenditures related to charitable services benefiting the Bastrop community and its citizens in and around the city of Bastrop, Texas, including consideration of future budgeting of funds for ORGANIZATION; and

WHEREAS, the City has determined that ORGANIZATION is an organization that is able to provide necessary services primarily to the citizens of Bastrop and the surrounding area, and that ORGANIZATION is able to obtain, evaluate and summarize for the City, input received from the community regarding the community's needs in this area and then, to present that information to the City Council for its consideration; and

WHEREAS, in consideration of their mutual desire to promote the general health, safety and welfare of the Citizens of Bastrop, the City and ORGANIZATION desire to contract for services by the ORGANIZATION for programs and activities to be funded with public funds.

NOW, IN CONSIDERATION OF THE MUTUAL COVENANTS TO BE PERFORMED BY THE PARTIES AND OTHER VALUABLE CONSIDERATION HEREBY ACKNOWLEDGED, THEREFORE, BE IT MUTUALLY AGREED AS FOLLOWS:

I.

GENERAL TERMS

As more specifically detailed herein, the Parties generally agree to the following basic terms:

- 1) The City shall provide to ORGANIZATION from the funds collected under its municipal authority an amount up to a sum not to exceed THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00).
- 2) ORGANIZATION shall expend the public funds disbursed under this Agreement for the exclusive purpose of assisting with the cost of utilities associated with the operation of the Bastrop State Park Pool. All such revenues shall be expended in a manner directly providing services to citizens residing within the City, which services the City would otherwise desire to be responsible for providing to citizens of the City.
- 3) ORGANIZATION agrees to include Bastrop Power & Light Logo on all advertising and sponsorship materials.
- 4) ORGANIZATION agrees to attend a quarterly meeting with the City Manager in order to receive their funding. The purpose of these meetings will be to explain their mission, share community statistics on needs, collaborate with other organizations to more efficiently serve our citizens, and find ways for the City to participate with in-kind services and not just funding. These meetings will provide critical information for the City to better serve our citizens and partner with our community organizations.

II.

**CHARITABLE COMMUNITY SERVICES
TO BE PERFORMED BY ORGANIZATION**

Section 2.1 COMMUNITY SERVICE PROVIDED:

ORGANIZATION shall perform services related to maintaining ongoing operations of the Bastrop State Park Pool in order to benefit the public within the City of Bastrop, Texas, which are services to the public that the City would otherwise desire to be provided to the citizens of Bastrop.

ORGANIZATION agrees that the City's funding shall be provided only as long as ORGANIZATION is able to demonstrate that such expenditures are reasonably related to services directly benefiting and serving the citizens of the City of Bastrop. Funds shall not be spent on any activity or project not specifically approved by the City for City funding.

ORGANIZATION further agrees that it will:

- 1) provide services promoting health, wellness and recreation to the public;

- 2) seek to achieve benefits for the City through all such activities;
- 3) provide any requested financial records and/or program documentation, upon request; and
- 4) serve as an advisory body to the City, upon request, in matters related to activities supported by or associated with the ORGANIZATION.

Section 2.2 STAFFING:

ORGANIZATION shall use its best efforts to secure sufficient numbers of employees and volunteers to accomplish the responsibilities set forth in this Agreement. ORGANIZATION shall further provide such office space, equipment, supplies and other materials as may be necessary to accomplish the purposes of this Agreement.

Section 2.3 GOOD STANDING:

The Association hereby represents that it is in good standing with the Texas Secretary of State and has no City, County, State, or Federal debts or liens charged against it, as shown on Exhibit "A".

III.

FUNDING BY THE CITY OF BASTROP

Section 3.1 FUNDING:

As part of its obligation under State and local laws, regulations and policies, the City hereby agrees to provide to ORGANIZATION an amount up to a sum not to exceed THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00) during the Term of this Agreement. This funding from the City is in consideration for ORGANIZATION performing the services detailed herein, all of which shall directly benefit the citizens of the City of Bastrop.

Section 3.2 USE OF FUNDS:

ORGANIZATION agrees that any funds provided to it by the City shall be used only in the following specific areas, as consistent with the statute and other applicable laws, regulations and City policies:

- 1) Assistance with utility and maintenance costs associated with operating the Bastrop State Park.

Section 3.3 PAYMENT SCHEDULE:

The City agrees to make payment to ORGANIZATION under this Agreement on a quarterly basis, during the Term of this Agreement. However, the Parties recognize that the City may, at any time it deems appropriate and in the best interest of the City notify the ORGANIZATION that no additional payment of funds shall be forthcoming, until further notice from the City.

Section 3.4 NO FUTURE FUNDING OBLIGATION OR INFERENCE:

The ORGANIZATION acknowledges and agrees that nothing related to this Agreement or the City's stated desire to support the ORGANIZATION as per this Agreement, at the time of execution of this Agreement, may be inferred to indicate that the City will provide any funds in the future. The

ORGANIZATION acknowledges that funding by the City shall be decided on a fiscal year basis, and will be determined by the City Council based upon its evaluation of the City's budget and considering all fiscal needs confronting the City, including needs related to the proposed community services.

IV.

INDEPENDENT CONTRACTOR STATUS

It is expressly understood and agreed by and between the Parties that ORGANIZATION is not hired and/or engaged as an independent contractor or employee of the City and that no member of the ORGANIZATION who is an officer, agent, representative, or employee of the City of Bastrop has a financial interest, direct or indirect, in this Contract.

V.

BUDGET AND PERFORMANCE REVIEW

Section 5.1 BUDGET PROCESS:

On or about June 1st of each year in which the ORGANIZATION seeks to obtain funding from the City, the ORGANIZATION shall provide to the City Manager a completed funding application for the ORGANIZATION'S upcoming year. It is understood and agreed by and between the Parties that, upon any funding approval by the City, a fiduciary duty is created by the ORGANIZATION with respect to the proper and legal oversight, use and expenditure of funds provided. Failure of ORGANIZATION to use the funds in the manner approved by the City shall void the City's obligation to make any further payments to the ORGANIZATION during the Term on the Agreement.

Further, failure of the ORGANIZATION to properly use and/or maintain records concerning the use of City funds as set forth in this Agreement shall make the ORGANIZATION ineligible for any future funding by the City.

ORGANIZATION shall maintain complete and accurate financial records of all expenditures of City funds and, upon request of the Chief Financial Officer or their designee, shall make the records available for inspection and review at any time during the term of this Agreement. Failure of ORGANIZATION to provide invoice documentation, cancelled checks, and any other documentation related to the expenditure of City funds, shall be an automatic and immediate breach of this agreement and, at the City's discretion, such breach shall make the violating ORGANIZATION ineligible for any future funding from the City. ORGANIZATIONS that are found to be in violation of the requirements set forth in this Article V shall immediately cease to receive any future funding payments from the City, pursuant to any then effective contract for funding.

It is understood and agreed by and between the Parties that a portion of the City funds granted to ORGANIZATION by this Agreement may be spent by ORGANIZATION for day-to-day operations, including supplies, administrative salaries, office rental, travel expenses, and other administrative costs, if same have been previously approved in the budget and if directly related to the provision of services approved by the City for funding. For ORGANIZATIONS receiving grants of over nine thousand dollars (\$9,000.00), the portion of the total administrative costs for which City funds are expended may not exceed an amount that is the lesser of: (1) actual administrative costs for these activities, or (2) a maximum of thirty percent (30%) of the funds granted to the ORGANIZATION by the City for any single year.

Section 5.2 REPORTING:

The ORGANIZATION shall complete a quarterly submittal form provided by the Finance Department and promptly submit them to the Finance Department on a quarterly basis, during the months of January, April, July and October. These forms shall include, but are not limited to, the following information:

- (1) a description of the activities related to the ORGANIZATION'S work and its benefit to the City's citizens during the preceding quarter; and
- (2) a description of the number of City of Bastrop citizens that benefited and the services that the citizens received during the preceding quarter; and
- (3) a financial statement for the reporting period that indicates how the ORGANIZATION has expended funds provided by the City on the activities previously approved by the City Council, and
- (4) copies of complete bank statements, and
- (5) copies of advertisements and sponsorship materials.

In the event that the ORGANIZATION fails to timely provide the above information in the months identified, then future payments by the City, pursuant to this Agreement, shall be withheld, pending receipt of same and the City's agreement to release future payments. Delinquency in submission of reports and/or documentation shall be grounds for termination of this Agreement, with no further action necessary by the City. City Council may request additional information after reviewing the reports presented to ensure City Council understands the activities undertaken by ORGANIZATION in performance of the terms of the Agreement.

All reports and records related to City funds shall be maintained and available to the City for a period of at least three (3) years after receipt of approval from the City. If there is any dispute regarding these reports or records, the time they are to be maintained may be extended as needed.

VI.

TERM AND TERMINATION

This Agreement shall begin the 1st day of October, 2017, and shall continue in force until the 30th day of September, 2018. In the event that the ORGANIZATION fails to abide by any of the terms of this Agreement, the City may terminate the Agreement and any obligations of the City hereunder, as set forth herein, or by providing the ORGANIZATION with five (5) days written notice of breach by the defaulting ORGANIZATION, with absolutely no penalty or claim against the City by the ORGANIZATION. Further, the ORGANIZATION acknowledges and agrees that the City shall have the right to terminate this Agreement with or without cause, when deemed by the City to be in the best interest of the City, by providing the ORGANIZATION thirty (30) days written notice of the termination. Any breach of duty by the ORGANIZATION of its obligations herein, and/or any termination of this Agreement by the City related to unsatisfactory performance by the ORGANIZATION, which the City shall have the sole authority to determine, shall result in the ORGANIZATION becoming ineligible for future funding by the City.

VII.

NOTICES

Any notice necessary or appropriate relative to this Agreement shall be effective when deposited in the United States mail, either certified and/or registered mail, postage prepaid and addressed to:

City of Bastrop
Attn: Chief Financial Officer
P.O. Box 427
Bastrop, Texas 78602

YMCA Austin/Bastrop Branch
Attn: Director/Bastrop Branch
1112 Main Street
Bastrop, Texas 78602

VIII.

ASSIGNMENT

No part of this Agreement may be assigned or delegated without the prior written consent of the other Party, and any attempted assignment of benefits or rights or delegation of duties or obligations shall be a breach of this Agreement.

IX.

LAWS OF TEXAS

This Agreement shall be subject to the laws of the State of Texas and the City of Bastrop, Texas.

X.

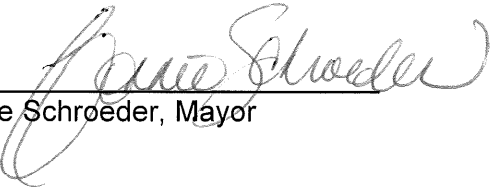
INDEMNITY CLAUSE

ORGANIZATION AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND the City of Bastrop, Texas, its officers, agents, representative, consultant and employees from any and all claims, losses, causes of action and damages, suits, and liability for the gross negligence and willful misconduct of ORGANIZATION, including all expenses of litigation, court costs, and attorney fees, for injury to or death of any person, or from damage to any property, arising from or in connection with the operations of ORGANIZATION, its officers, agents and employees carried out in furtherance of this Agreement.

IN WITNESS HEREOF, the CITY and ORGANIZATION make and execute this AGREEMENT to be effective this 24th day of October, 2017.

CITY OF BASTROP, TEXAS

YMCA AUSTIN/BASTROP BRANCH

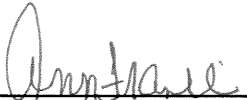


Connie Schroeder, Mayor



Director/Bastrop Branch

ATTEST:



Ann Franklin, City Secretary

EXHIBIT "A"

AFFIDAVIT OF GOOD STANDING

STATE OF TEXAS §

COUNTY OF BASTROP §

Entity Receiving Funding: YMCA

I hereby affirm that the individual, organization, business, entity or association receiving funding from the City of Bastrop, pursuant to the terms set forth in the Charitable Services Funding Agreement attached hereto, is in good standing with the Texas Secretary of State and has no City, County, State, or Federal debts or liens charged against it. In addition, I affirm that any money received from the City of Bastrop will be used solely for the purposes authorized pursuant to the Charitable Services Funding Agreement.

I attest that I am over the age of eighteen and am competent to make this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct.

Dunflow
Name
Exec. Dir. Bastrop Y
Title

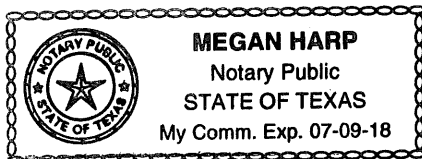
STATE OF TEXAS §

COUNTY OF BASTROP §

BEFORE ME, the undersigned authority, on this day personally appeared Terry Moore, of

YMCA, and being known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 13 day of Nov., 2017.



Megan Harp
Notary Public in and for
the State of Texas

My Commission Expires: 7/9/18, 2018

BASTROP Y

STRONGER TOGETHER

The Y is a diverse organization of men, women and children joined together by a shared commitment to strengthen community through youth development, healthy living and social responsibility. Our membership is 22 million strong, and spread across more than 2,700 Ys nationwide. Since no two communities are exactly alike, no two Ys are exactly alike. We bring men, women and children—just like you—together to nurture the potential of children and teens, improve health and well-being and foster a sense of social responsibility, so everyone has the opportunity to learn, grow and thrive.



FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY



TRAINING AND SUPPORT

THE Y COMES WITH RESOURCES

ALL STAFF TRAINING:

- NEW HIRE ORIENTATION
- BLOODBORNE PATHOGENS
- CHILD ABUSE PREVENTION
- CPR/FIRST AID

HEALTH & WELLNESS

- YMCA FOUNDATIONS OF GROUP EXERCISE
- SPECIALTY CERTIFICATION

LIFEGUARD

- CPR PRO
- LIFEGUARD CERTIFICATION

LEADERSHIP

- LEADING & COACHING OTHERS
- MEMBERSHIP EXPERIENCE
- CULTURAL LENSES
- LEADERSHIP CERTIFICATIONS
- AND MORE



HOW WE SERVE

WELCOMING TO ALL

City Contract

Programs

PickleBall
219

Soccer 197

Teen night 141

Homeschool PE 143

Senior Fitness 1209

Events

Snow Day

Feel Good Day

Healthy Kids Day

Plant a Flower/Kite Day

Homeschool Field Day

Family Play Day

Safety Month

At the BASTROP YMCA, we are devoted to engaging and connecting all segments of our community, particularly those in underserved and isolated neighborhoods. Everyone is welcome here. We believe diversity enriches and enlivens our Y.



IN ADDITION.....

PROGRAM OFFERINGS INCLUDE

- American Sign Language
- Parents Night Out
- Kids Fit Dance
- Adventure Hikes
- Creative Writing
- Art
- Track League
- Volleyball League
- Cooking Classes for all ages
- Flick N Float
- River Adventures
- 20+ Fitness Classes per week
- Childwatch



NURTURING COMMUNITY THROUGH EVENTS

COMMUNITY EVENTS:

CHICK FIL A HALLOWEEN
HALLOWEEN FEST
CHRISTMAS PARADE
JUNETEENTH PARADE
STRONG FAMILIES INITIATIVE END OF SUMMER BASH
BISD BACK TO SCHOOL BASH

ORGANIZING PARTNER:

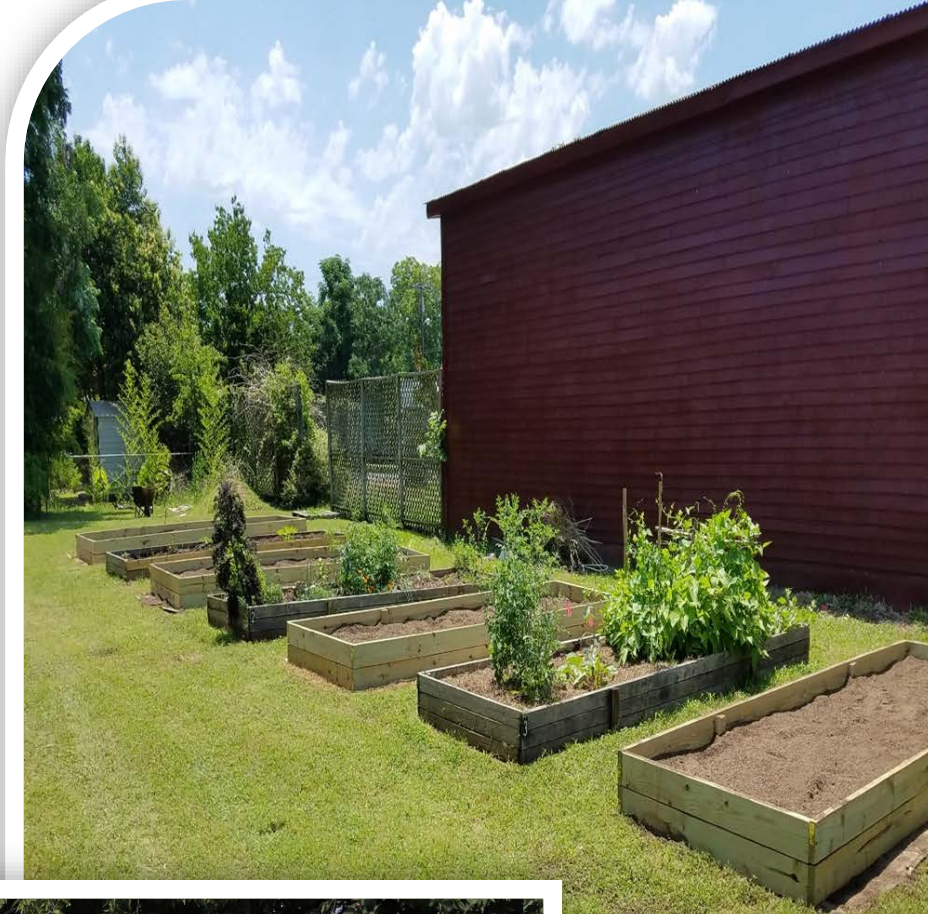
HAPPY HEALTHY NEW YEARS BASH
HEALTHY TEXAS WEEK
Y ASSOCIATION TRACK MEET
HEALTHY KIDS DAY
PLANT A FLOWER/FLY A KITE DAY
EASTER EGG HUNT
FAMILY PLAY DAY
HOMESCHOOL FIELD DAY
SAFETY MONTH
FREE HUGS DAY



GIVING BACK

STRENGTHENING COMMUNITY

THROUGH PARTNERSHIPS THE COMMUNITY GARDEN HAS PROVIDED A TOTAL OF 171 LBS OF FRESH VEGETABLES TO THE FOOD PANTRY SO FAR THIS YEAR.



OUTREACH

EXPANDING HOW WE SERVE

FRIENDSHIP BIBLE BAPTIST CHURCH

Providing active play and
character development

Take Home Art

Free to the community
Inspiring Creativity

Swim Safe Program

Offering free swim lessons and
promoting Safety Around
Water.

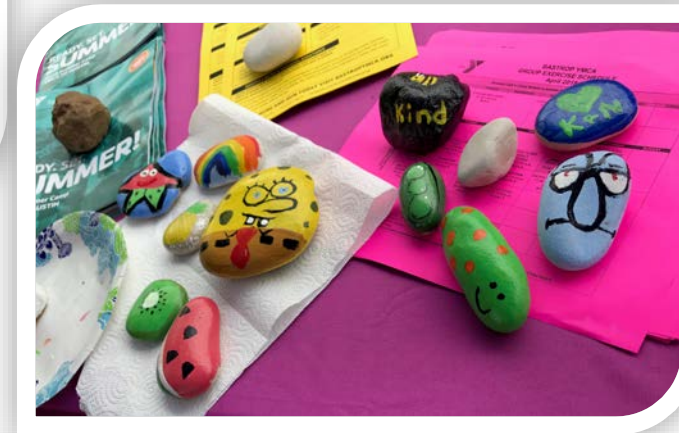
Kindness Rocks

Free to the community
Opportunity to share
inspiration

Stoney Point

Outreach
Providing active play

Discount Membership Opportunities



FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY



SAFETY MONTH FOR OUR KIDS





Free Hugs Day

CARING FOR OUR
NEIGHBORS





NO TOWNS
BEACH STRIPS

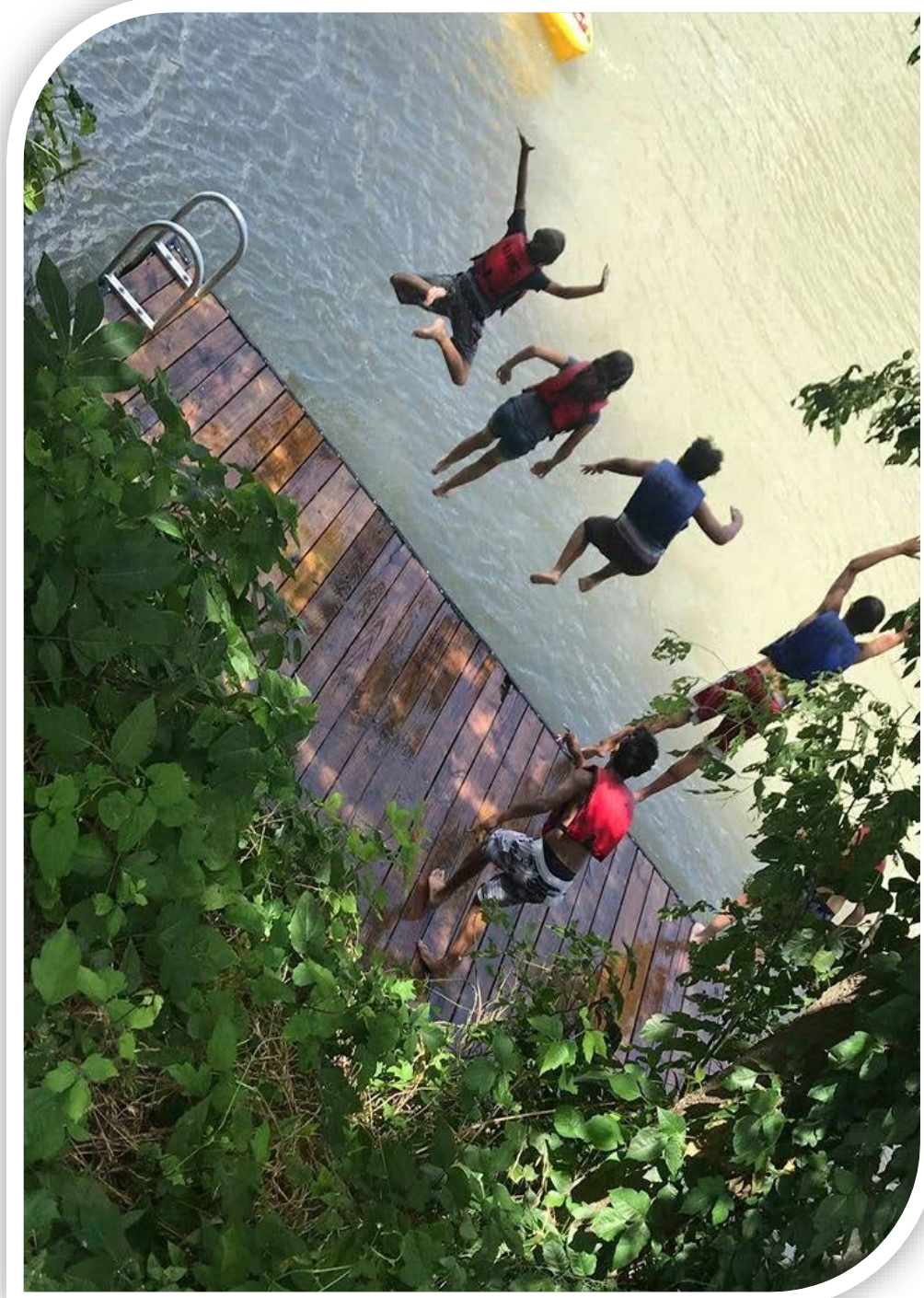
ALLIANCE
LIFESAVING ONLY

UP ON THE
PLATFORM

It's been a great year so far!



Looking forward to
JUMPING OFF INTO WHAT IS NEXT!





STAFF REPORT

MEETING DATE: August 14, 2018

AGENDA ITEM: 6B

TITLE:

Mayor's Report

STAFF REPRESENTATIVE:

Lynda Humble, City Manager

POLICY EXPLANATION:

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

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

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

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

ATTACHMENTS:

- Power Point Presentation

Mayor's Report
August 14, 2018



Latest Activities

July 13 – August 2



Volunteer Fair



Library Summer Finale



Housing Authority Summer Finale



Silver Pines Nursing Home



Casa Chapala

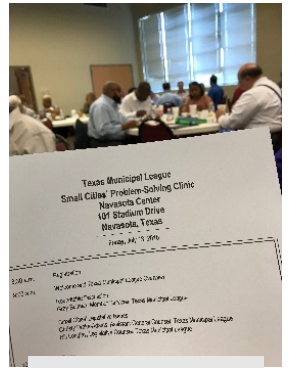


Infrastructure Tour



Rep Michael Cloud

Opportunity Austin Host - New Republic Studios



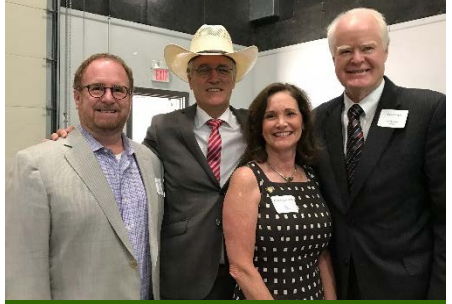
TML training



Breakfast Bites



Film Workshop



Big Vision Luncheon



Planned Events

August 3 – August 14

- Aug 3
 - Bastrop Homecoming
 - First Friday Art Walk
- Aug 4
 - Homecoming Parade
 - Pecan Park New Section Grand Opening
- Aug 7 – Special Council Meeting
- Aug 8 – Guest Speaker at Little Sheep Learning Center
- Aug 10 – Restore the F-4 Event
- Aug 14 – Council Meeting



Upcoming Events & City Meetings

- Aug 17 – Texas Health and Human Services Welcome Speech
- Aug 20
 - BEDC Monthly Meeting
 - Council Special Budget Workshop
- Aug 21 – Council Special Budget Workshop
- Aug 23 & 24 – TML’s Municipal Policy Summit
- Aug 24 – Ribbon Cutting Physicians PremiER
- Aug 27 – Board and Commission Interviews
- Aug 28 – City Council Meeting





STAFF REPORT

MEETING DATE: August 14, 2018

AGENDA ITEM: 6C

TITLE:

Councilmembers' Report

STAFF REPRESENTATIVE:

Lynda Humble, City Manager

POLICY EXPLANATION:

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

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

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

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



STAFF REPORT

MEETING DATE: August 14, 2018

AGENDA ITEM: 6D

TITLE:

City Manager's Report

STAFF REPRESENTATIVE:

Lynda Humble, City Manager

POLICY EXPLANATION:

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

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

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

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



STAFF REPORT

MEETING DATE: August 14, 2018

AGENDA ITEM: 7A

TITLE:

Review revised Community Support Application based on Council feedback received at the July 24th meeting.

STAFF REPRESENTATIVE:

Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

The Mayor and Council brought up some concerns about the Community Support Application including the length, the repetitiveness of the questions, and some missing information they would like to see captured by this application from the organizations applying.

Finance was asked to incorporate these suggestions into a new application and bring it back to Council for a work session to discuss.

POLICY EXPLANATION:

N/A

FUNDING SOURCE:

N/A

RECOMMENDATION:

N/A

ATTACHMENTS:

- Letter to Applicant
- Revised Community Support Application



Dear Prospective Applicant:

Attached is the application for the 2020 Community Support Funding. It is with great pride that the City of Bastrop enters into an agreement with prospective applicants to provide our community with needed programs and services.

The application process consists of the following stages:

- Application Deadline – June 28, 2019, 5:00pm
- Organizations to Present to Council – July 23, 2019, 6:30pm
- Funding approved as part of the budget – September 24, 2019

Required Attachments:

- Last fiscal year's IRS Form 990, 990 EZ or 990-N
- Proposed Budget FY2019 (10/01/2018 – 09/30/2019) as directly related to funding requested
- Copy of 501 (c) letter from the Internal Revenue Service (if new applicant)
- Provide a list of other sources of funding
- List of all Board Members

We would like to fund all applicants; however, funding is selective and is based on the application you submit. It is critical that you complete the application in its entirety and attach all required documents.

Deadline: 5:00 P.M., June 28, 2019
(no applications will be accepted after this deadline)

Return the application and required attachments to:

City of Bastrop
Finance Department
1311 Chestnut St.,
P.O. Box 427
Bastrop, Texas 78602.

Thank you for your application and we wish your organization much success.

Tracy Waldron

Tracy Waldron
Chief Financial Officer



CITY OF BASTROP
2019 COMMUNITY SUPPORT FUNDING APPLICATION

ORGANIZATION INFORMATION:

Official Name of Organization _____ Date _____

Address _____ City _____ State _____ Zip _____

Contact Person _____ E-mail _____

Phone Number _____ Fax Number _____

Federal ID # _____ State ID # _____

\$ _____
Funding Amount Requested

If additional space is needed when filling in the application, please attach a separate sheet to the application.

If your organization received funding last year:

Amount Requested: \$ _____ Amount Funded: \$ _____

Provide a brief summary of your organization and the program you are requesting funds for:

Describe the results you have experienced with this program and include statistics:

Specify how the funds will be used for the program and how the program services benefit City of Bastrop Citizens:



CITY OF BASTROP
2019 COMMUNITY SUPPORT FUNDING APPLICATION

If requesting a larger funding amount than last year, what specifically will you spend the increase on:

Identify any in-kind services you need, currently receive, or have received in the past from the City of Bastrop:

Describe how you will track the number of City of Bastrop citizens benefited by the program and provide the number of City of Bastrop citizens who received your services in the last 12 months.

The information contained herein and attached to this application is true and correct to the best of my knowledge. I hereby acknowledge that any funding received from the City of Bastrop must be expended as I have represented in this application and according to any requirements set by the City of Bastrop City Council and according to the opinion of the City of Bastrop, to the program guidelines. I agree that if funds are not expended accordingly, in said funds will be returned to the City of Bastrop within ten (10) days from the date the City of Bastrop demands such.

Will you commit to quarterly meetings and leveraging with other non-profit organizations?

Yes No

Authorized Signature for the Applicant

Date

Name Printed or Typed

Title

Electronic/Facsimile submissions will not be considered.

City of Bastrop - Finance Department Use Only
<input type="checkbox"/> Verified current 501(c)3 Status
<input type="checkbox"/> Good standing on contract reporting requirements



STAFF REPORT

MEETING DATE: August 14, 2018

AGENDA ITEM: 7B

TITLE:

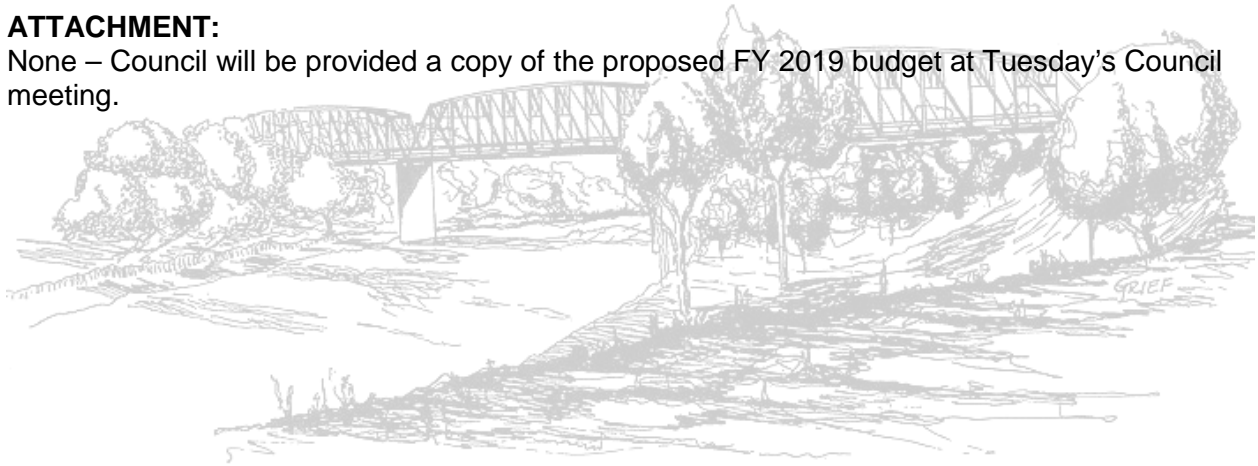
Receive briefing on the City Manager's submitted budget for FY 2019 as required by the City's Charter.

STAFF REPRESENTATIVE:

Lynda Humble, City Manager

ATTACHMENT:

None – Council will be provided a copy of the proposed FY 2019 budget at Tuesday's Council meeting.





STAFF REPORT

MEETING DATE: August 14, 2018

AGENDA ITEM: 9

TITLE:

CITIZEN COMMENTS

At this time, three (3) minute comments will be taken from the audience on any topic. To address the Council, please submit a fully completed request card to the City Secretary prior to the beginning of the Citizens' Comment portion of the Council meeting. In accordance with the Texas Open Meetings Act, if a citizen discusses any item not on the agenda, City Council cannot discuss issues raised or make any decision at this time. Instead, City Council is limited to making a statement of specific factual information or a recitation of existing policy in response to the inquiry. Issues may be referred to City Staff for research and possible future action.

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

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



STAFF REPORT

MEETING DATE: August 14, 2018

AGENDA ITEM: 10A

TITLE:

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

STAFF REPRESENTATIVE:

Lynda Humble, City Manager
Ann Franklin, City Secretary

BACKGROUND/HISTORY:

N/A

POLICY EXPLANATION:

Section 551.021 of the Government Code provides as follows:

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

FUNDING SOURCE:

N/A

RECOMMENDATION:

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

ATTACHMENTS:

- July 24, 2018, DRAFT Regular Meeting Minutes.
- August 7, 2018, DRAFT Hearing on Tax Rate Meeting Minutes.

**MINUTES OF REGULAR COUNCIL MEETING
BASTROP CITY COUNCIL
July 24, 2018**

The Bastrop City Council met in a Regular Meeting on Tuesday, July 24, 2018, at 6:30 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were Mayor Schroeder, Mayor Pro Tem Nelson and Council Members Ennis, Rogers and Peterson. Officers present were City Manager Lynda Humble, City Secretary Ann Franklin and City Attorney Alan Bojorquez.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

Friendship Bible Baptist Church Youth, led the Pledge of Allegiance.

INVOCATION

Chaplain Lynda Sparks, Police Chaplain, gave the invocation.

PRESENTATIONS

- 4A. A proclamation of the City Council of the City of Bastrop, Texas recognizing the City of Bastrop as a Healthy Summer Meals for Kids Community.

Proclamation was read into record by Mayor Schroeder and accepted by Mary Butler.

- 4B. Mayor's Report

- 4C. Councilmembers' Report

- 4D. City Manager's Report

WORK SESSION/BRIEFINGS - NONE

STAFF AND BOARD REPORTS

- 6A. Receive monthly report from Visit Bastrop.

Presentation was made by Visit Bastrop President and CEO, Dale Lockett.

- 6B. Receive presentation on the unaudited Comprehensive Monthly Financial Report for the period ending June 30, 2018.

Presentation was made by Chief Financial Officer, Tracy Waldron.

- 6C. Receive presentation on the Quarterly Investment Report for the period ending June 30, 2018.

Presentation was made by Chief Financial Officer, Tracy Waldron.

- 6D. Presentation from Organizations applying for FY2019 Community Support Funding.

Presentations were from:

**Austin Habitat of Humanties
Bastrop County Child Welfare Board
Bastrop County Emergency Food Pantry and Support Center
Bastrop County Long Term Recovery Team
Bastrop County Women’s Shelter, doing business as Family Crisis Center
Bastrop Pregnancy Resource Center
Boys & Girls Club of Austin and Travis County, Inc.**

Mayor Schroeder recessed the Council Meeting at 8:06 p.m.

Mayor Schroeder called the meeting back to order at 8:11 p.m.

- 6D. Presentation from Organizations applying for FY2019 Community Support Funding.
CONTINUED
Presentations were from:
Children’s Advocacy Center
Combined Community Action
Court Appointed Special Advocates
Feed the Need Missions
In the Streets Hands Up High Ministry
Literacy Vouteers of Bastrop

CITIZEN COMMENTS

SPEAKER(S)

Debbie Moore

CONSENT AGENDA

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

- 8A. Consider action to approve City Council minutes from the July 10, 2018 meeting.
- 8B. Consider action to approve the second reading of Ordinance No. 2018-13 of the City Council of the City of Bastrop, Texas, amending the Bastrop Code of Ordinances by amending Chapter 3, Titled “Building Regulations,” Article 3.20, “Signs,” to establish regulations for electronic message (L.E.D.) Signs; providing for an effective date; providing for severability; providing for proper notice and meeting.

ITEMS FOR INDIVIDUAL CONSIDERATION

- 9A. Consider action to approve Resolution No. R-2018-55 of the City Council of the City of Bastrop, Texas, authorizing proceeding with the issuance of City of Bastrop, Texas certificates of obligation; directing publication of notice of intention to issue certificates of obligation; other related matters; and establishing an effective date.
Presentation was made by Chief Financial Officer, Tracy Waldron.

A motion was made by Council Member Peterson to approve Ordinance No. R-2018-55, seconded by Council Member Ennis, motion was approved on a 5-0 vote.

- 9B. Consider action to approve Resolution R-2018-56 of the City of Bastrop, Texas amending the City Council Rules of Procedure; establishing a repealing clause; and establishing an effective date.

A motion was made by Mayor Pro Tem Nelson to approve Ordinance No. R-2018-56, seconded by Council Member Peterson, motion was approved on a 5-0 vote.

- 9C. Consider action to approve Resolution R-2018-57 of the City of Bastrop, Texas approving an Escrow Agreement with Seton Family of Hospitals for public improvements associated with the construction of a health care facility on 32 acres located at the southeast corner of SH 71 and FM 304 in the amount of Eight Hundred Ninety-Six Thousand Three Hundred Seventeen and 40/100 Dollars (\$896,317.40), attached as Exhibit A; authorize the City Manager to execute all necessary documents; providing for a repealing clause, and establishing an effective date.

Presentation was made by Interim City Engineer, Jerry Palady.

A motion was made by Council Member Peterson to approve Ordinance No. R-2018-57, seconded by Council Member Rogers, motion was approved on a 5-0 vote.

- 9D. Consider action to approve Resolution R-2018-58 of the City of Bastrop, Texas confirming the Mayor's appointment to the Hunters Crossing Local Government Corporation.

A motion was made by Council Member Ennis to approve Ordinance No. R-2018-58, seconded by Council Member Peterson, motion was approved on a 5-0 vote.

EXECUTIVE SESSION

The City Council met at 8:54 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, et seq, to discuss the following:

- 10A. City Council shall convene into closed executive session pursuant to Section 551.071 of the Texas Government Code to confer with City Attorney regarding legal advice related to the status of updating the city's regulatory program, including public comment and citizen input into the new subdivision ordinance, pending revisions to zoning and sign codes, and uniformity of the permitting process.
- 10B. City Council shall convene into closed executive session pursuant to Section 551.072 of the Texas Government Code to discuss purchase of four (4) pieces of property in and around the Downtown area

The Bastrop City Council reconvened at 12:25 p.m. into open (public) session.

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

No action was taken.

ADJOURNMENT

Adjourned at 12:26 p.m. without objection.

APPROVED:

ATTEST:

Mayor Connie B. Schroeder

City Secretary Ann Franklin

DRAFT

**MINUTES OF SPECIAL MEETING
BASTROP CITY COUNCIL
August 7, 2017**

The Bastrop City Council met in a Special Meeting on Tuesday, August 7, 2018 at 6:30 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were Mayor Schroeder and Mayor Pro Tem Nelson and Council Members Jones, Ennis, Rogers and Peterson. Officers present were City Manager Lynda Humble and City Secretary Ann Franklin.

1. CALL TO ORDER

Mayor Schroeder called the meeting to order at 6:30 p.m.

2. ITEM FOR INDIVIDUAL CONSIDERATION

- 2A. Consider action to approve Resolution No. R-2018-60 of the City Council of the City of Bastrop, Texas, to place a proposal to adopt a tax rate for Fiscal Year 2018-2019 (FY2019) on the agenda of a future meeting as an action item; scheduling two public hearings on the proposal; and providing an effective date.
Presentation was made by Chief Financial Officer, Tracy Waldron.

A motion was made by Council Member Peterson to approve Resolution No. R-2018-60, seconded by Council Member Ennis, motion was approved on a 5-0 vote.

3. ADJOURNMENT

Adjourned at 6:37 p.m. without objection.

APPROVED:

ATTEST:

Mayor Connie B. Schroeder

City Secretary Ann Franklin



STAFF REPORT

MEETING DATE: August 14, 2018

AGENDA ITEM: 11A

TITLE:

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

STAFF REPRESENTATIVE:

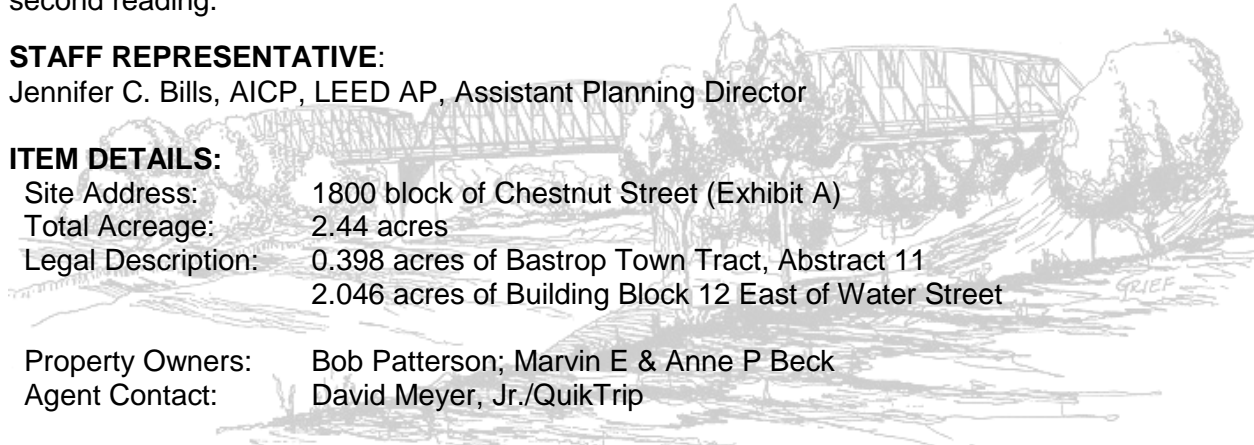
Jennifer C. Bills, AICP, LEED AP, Assistant Planning Director

ITEM DETAILS:

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

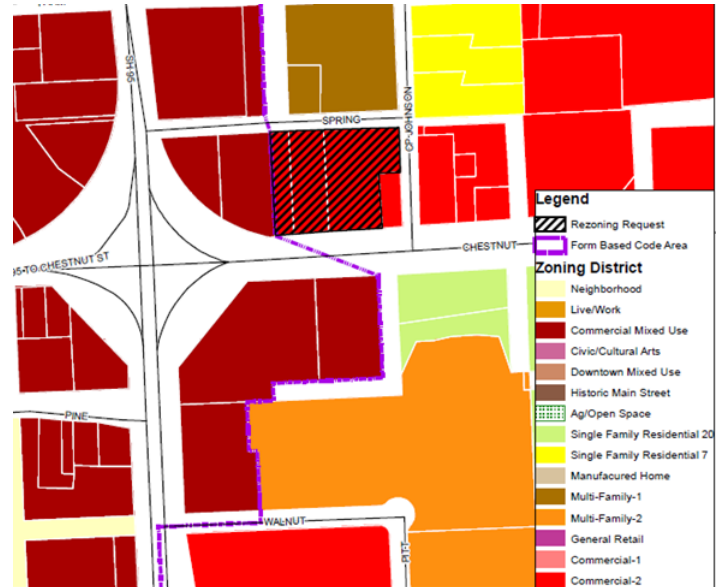
Property Owners: Bob Patterson; Marvin E & Anne P Beck
Agent Contact: David Meyer, Jr./QuikTrip

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

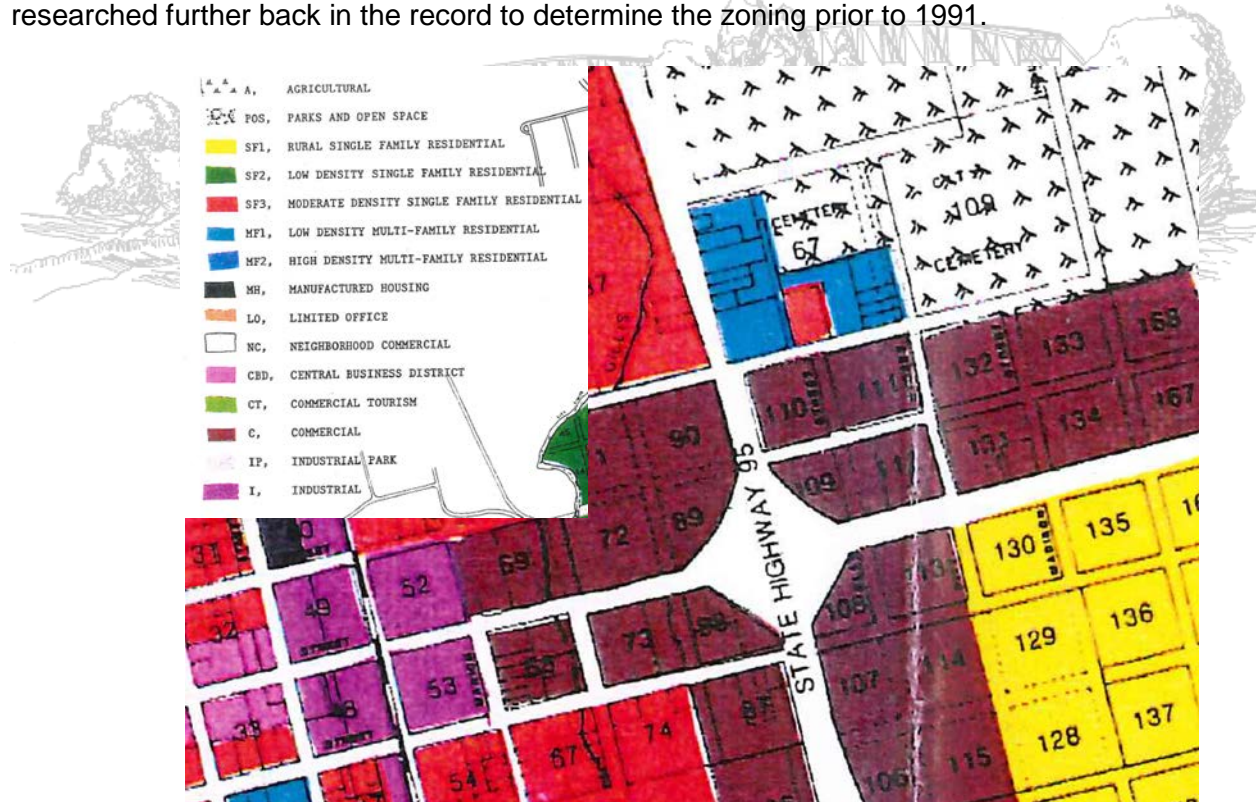


BACKGROUND/HISTORY:

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



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



1991 Zoning Map

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

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

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

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

A Traffic Impact Analysis will be required during the subdivision process, as well as to apply to the Texas Department of Transportation (TxDOT) for any requested driveway access on to SH 95 or Chestnut Street. TxDOT has not reviewed this request yet, but staff has met to discuss this corner with the local office. Through that discussion, it appears that the only potential access to either street would be on Chestnut Street, closer to the C.P. Johnson Lane side and the driveway would only allow for entrance through a right turn from west bound traffic on Chestnut, and allow for right-turn exits onto westbound Chestnut, and may require additional street improvements by the developer for the driveway. All other access would be from Spring Street and C.P. Johnson Lane, which are local city streets. Improvements to these streets will be evaluated and required during the subdivision process.

PUBLIC COMMENTS:

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

POLICY EXPLANATION:

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

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

Texas Local Government Code

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

place of the hearing must be published in an official newspaper or a newspaper of general circulation in the municipality.

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

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

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

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

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

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

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

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

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

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

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

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

City of Bastrop Code of Ordinances

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

commercial districts have a specific target area, and commercially zoned property south of 71 or on the west side of the city would not be affected by this property.

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

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

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

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

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

None.

PLANNING & ZONING RECOMMENDATION:

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

RECOMMENDATION:

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

ATTACHMENTS:

- Ordinance
- Exhibit A: Location Map
- Attachment 1: Letter from Applicant
- Attachment 2: Surrounding Property Owners Notification
- Attachment 3: Zoning Map
- Attachment 4: Future Land Use Map
- Attachment 5: Aerial Location Map

ORDINANCE 2018- 12

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

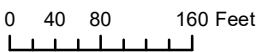
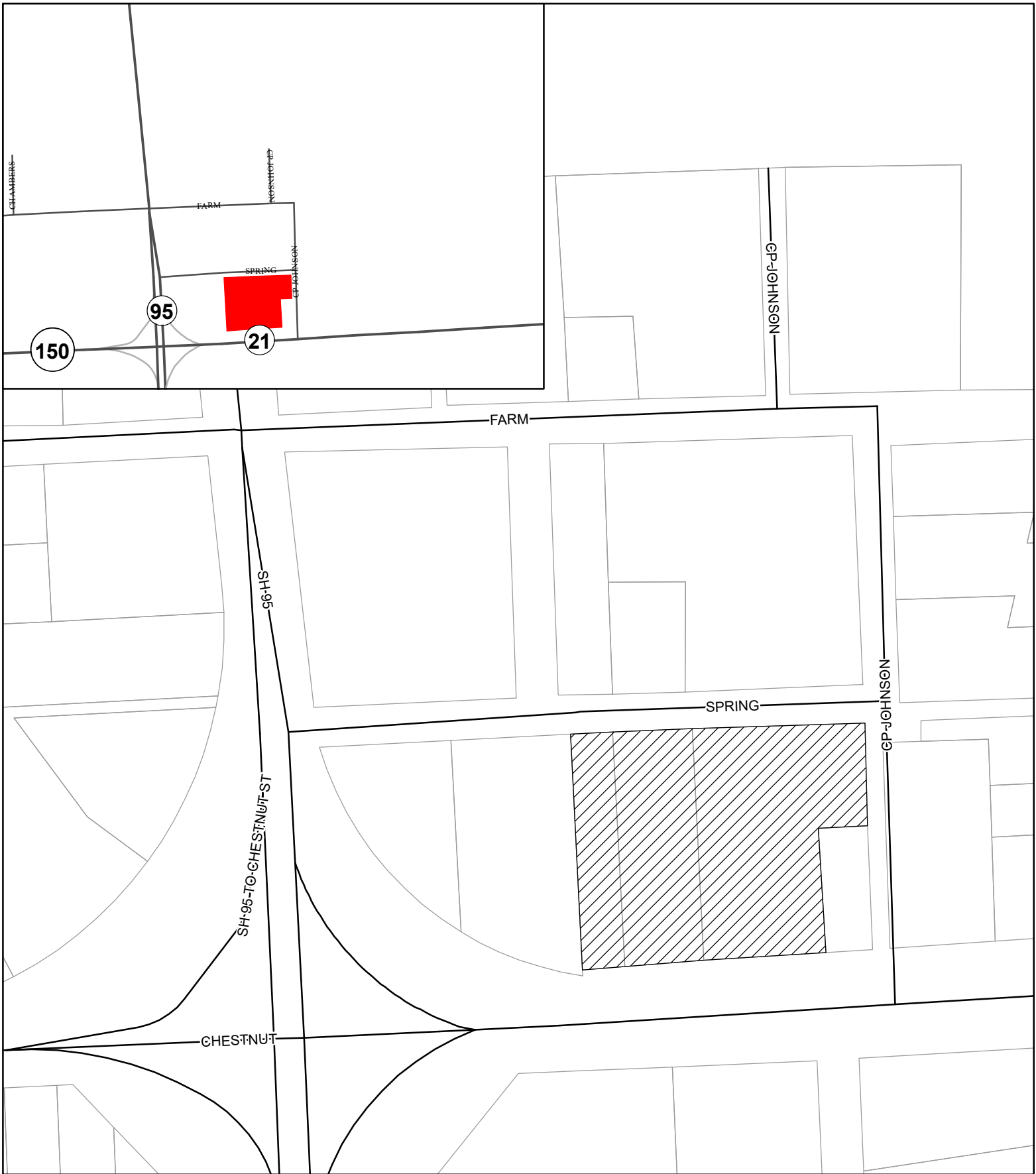


Exhibit A Location Map Rezoning Request Quiktrip



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

Date: 8/3/2018



July 16, 2018

City of Bastrop Planning and Zoning Commission

1311 Chestnut St,

Bastrop, Texas 78602

Attn: Planning and Zoning Commission

RE: Zoning Explanation Letter

To Whom It May Concern:

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

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

Respectfully,

A handwritten signature in blue ink, appearing to read 'D. Meyer, Jr.', is written over the word 'Respectfully'.

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

X

PROPERTY OWNER'S RESPONSE

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

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

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

Comments: (Optional)

RECEIVED

JUL 23 2018

By [Signature]

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

PLANNING & DEVELOPMENT

QT

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

PROPERTY OWNER'S RESPONSE

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

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

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

Comments: (Optional)

RECEIVED

MAY 23 2018

By [Signature]

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

PLANNING & DEVELOPMENT

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

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



Dear Property Owner:

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

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

The site location map is attached for reference.

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

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

X

PROPERTY OWNER'S RESPONSE

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

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

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

RECEIVED

JUL 24 2018

By [Signature]

Comments: (Optional)

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

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

PLANNING & DEVELOPMENT

QT

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



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

X

PROPERTY OWNER'S RESPONSE

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

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

Property Owner Name: David Shuler
Property Address: Chestnut St. - Prop 10 118911
Phone (optional): _____
Mailing Address: 1775 Barbara St, Austin, TX
Email (optional): _____
Property Owner's Signature: David Shuler

Comments: (Optional)

RECEIVED

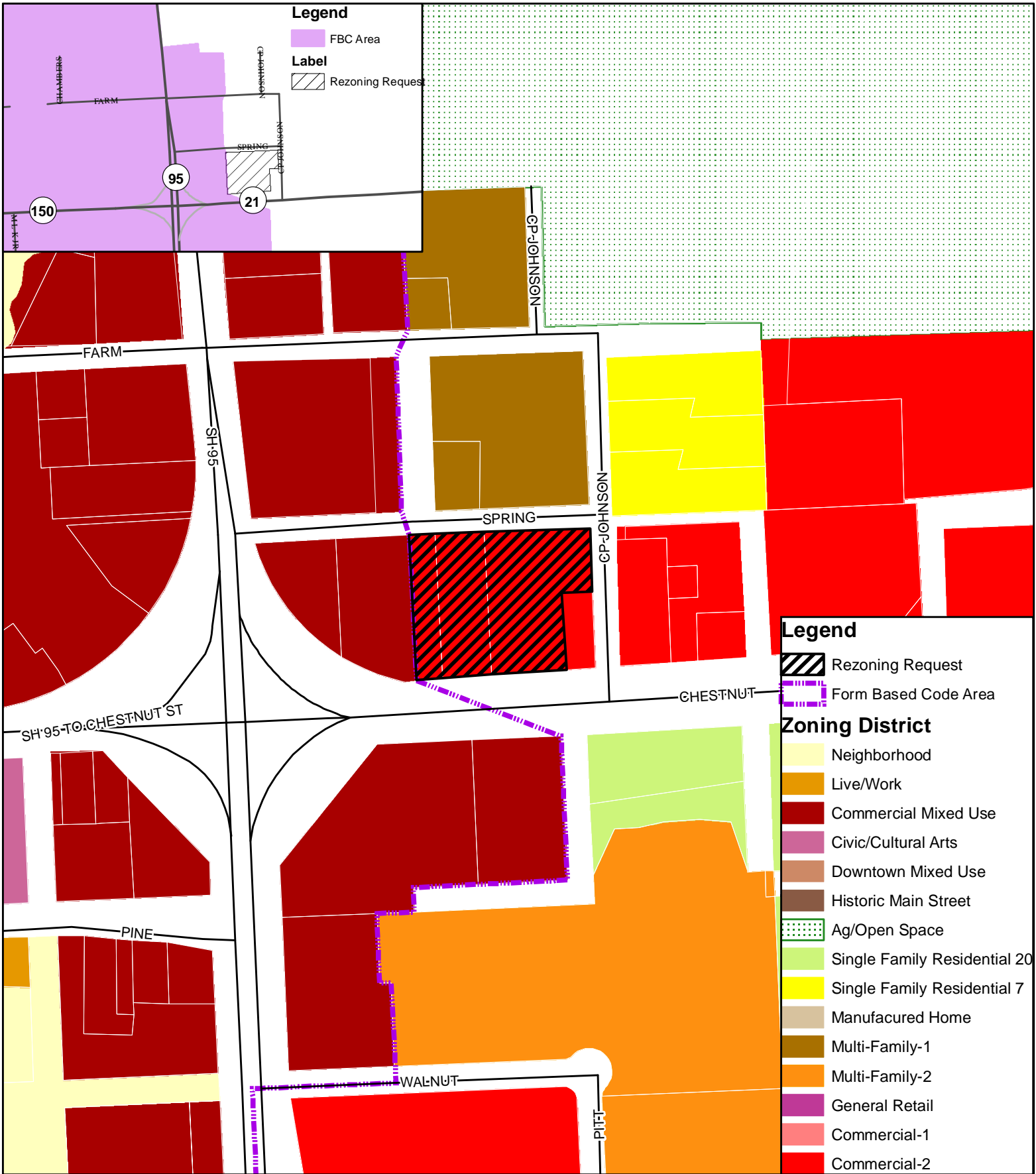
Please provide reply to the address below, via fax (512) 332-8829, or email:
plan@cityofbastrop.org

JUL 23 2018

By

PLANNING & DEVELOPMENT

QT



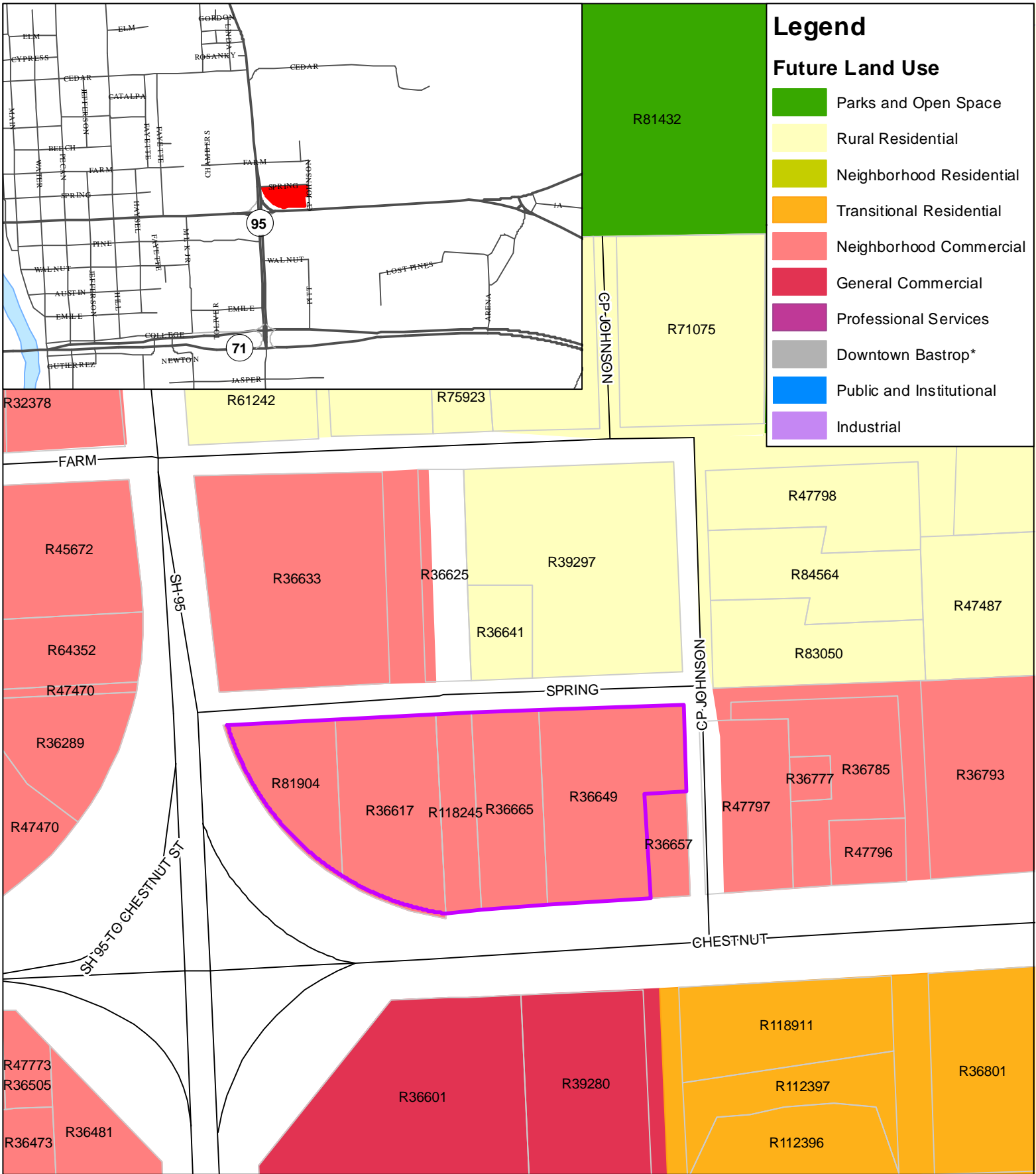
Location and Zoning Map
 Rezoning Request
 C-2, Commercial 2 to CMU, Commercial Mixed Use

1 inch = 274.04 feet

Date: 7/9/2018



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



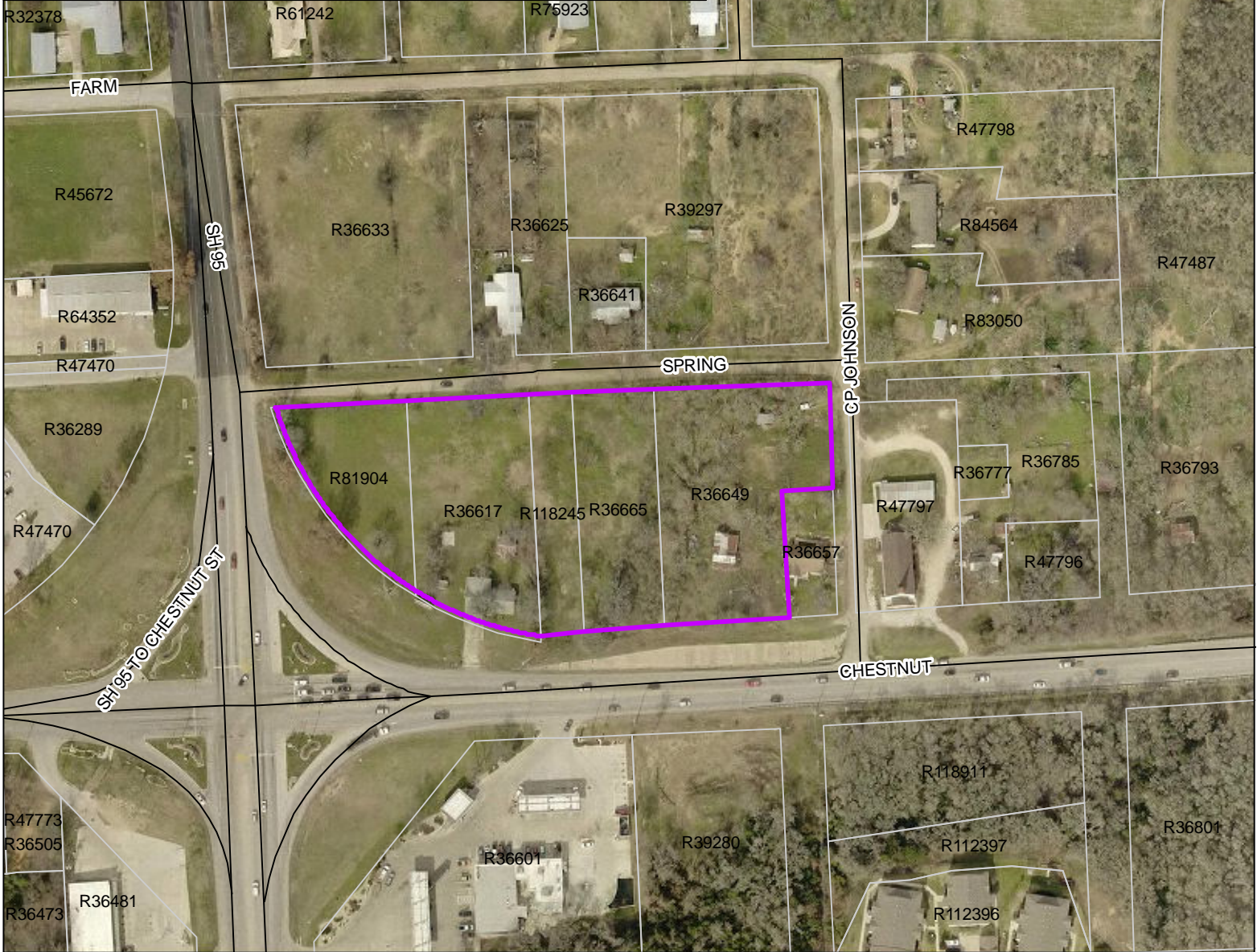
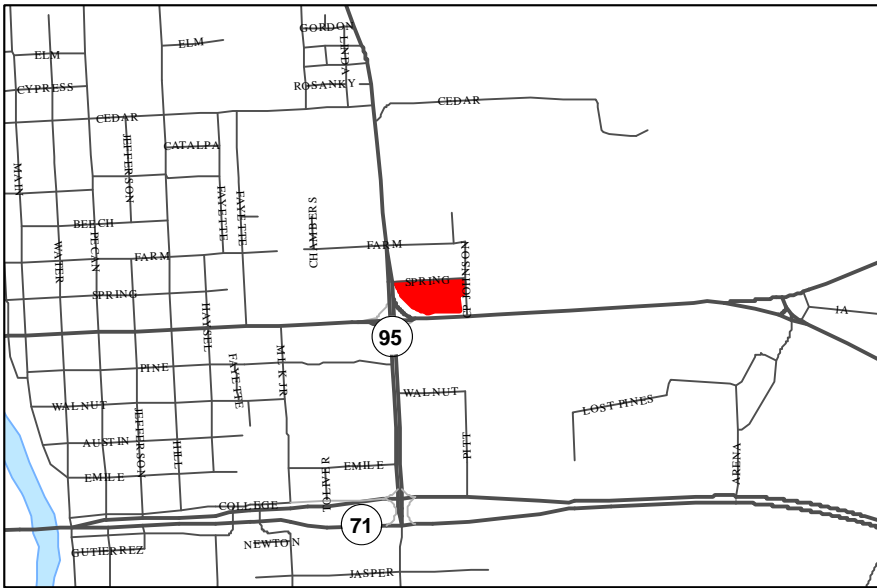
Attachment 5
Future Land Use Map
Zoning Map Amendment
Bastrop Town Tract A11 0.398 Acres
Building Block 112 E W ST 2.046 Acres

1 inch = 200 feet



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

Date: 11/17/2017



1 inch = 200 feet

Attachment 6
Aerial Location Map
Zoning Map Amendment
Bastrop Town Tract A11 0.398 Acres
Building Block 112 E W ST 2.046 Acres



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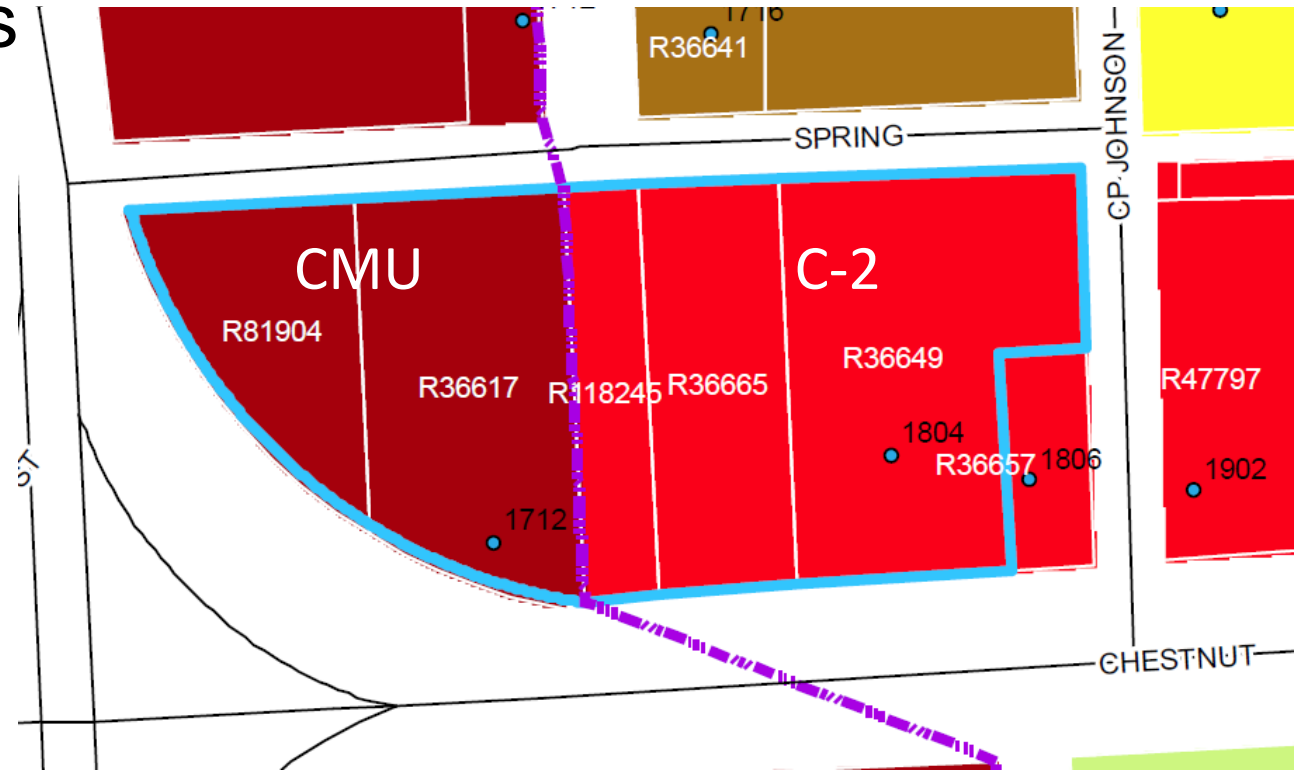
Date: 11/17/2017

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



Request

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


















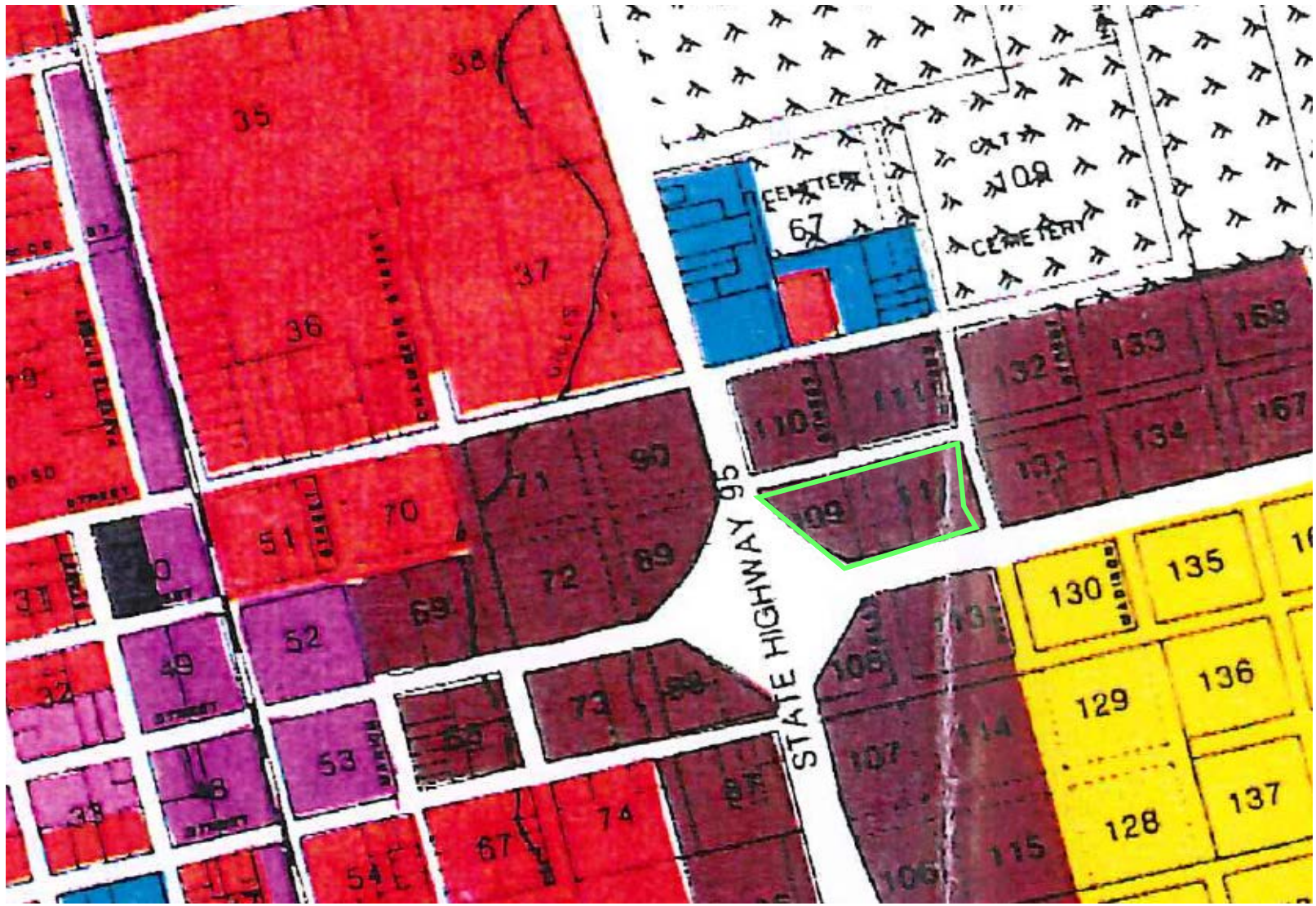
Location

- NE Corner of Chestnut and SH 95



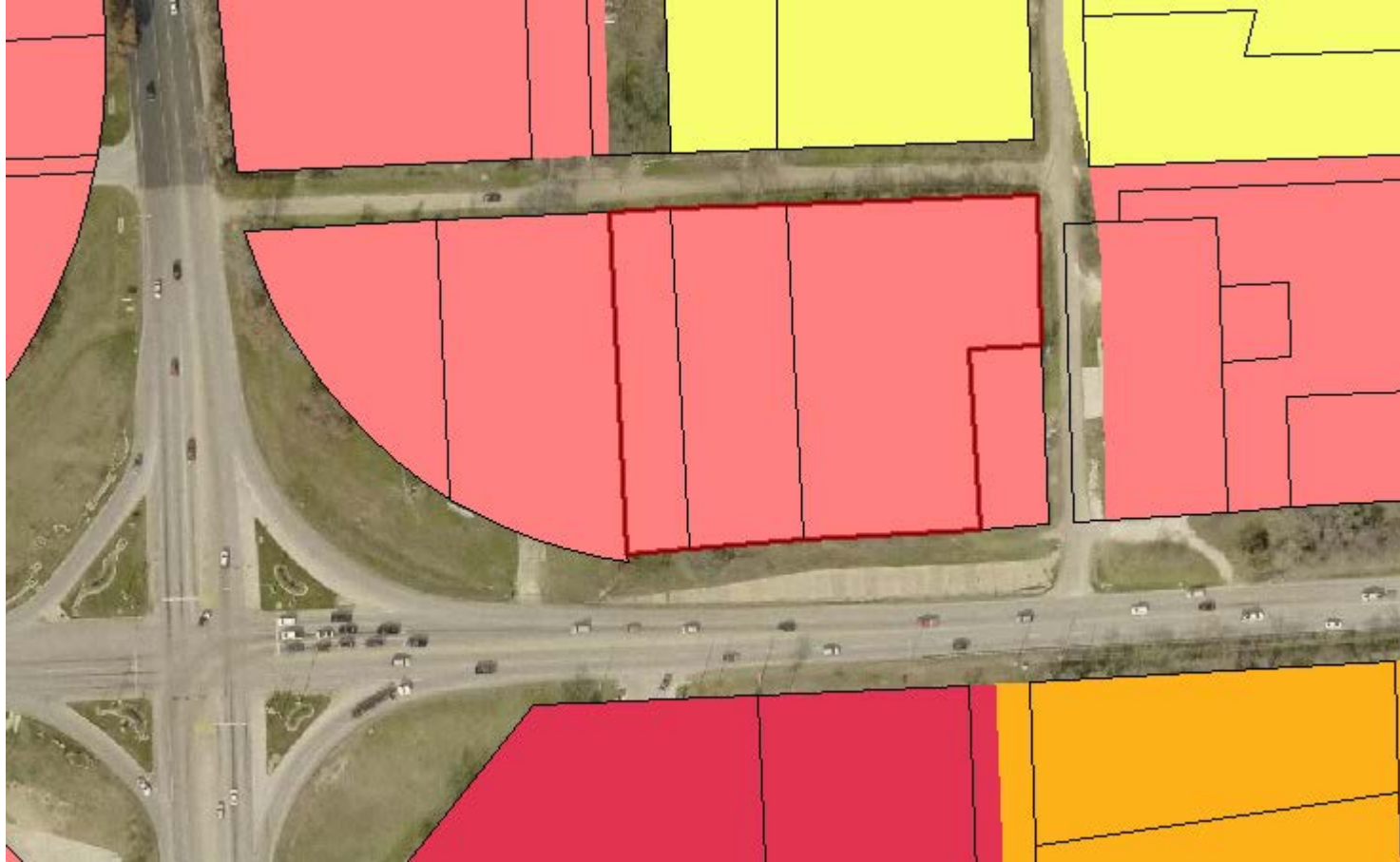
1991 Zoning

-  A, AGRICULTURAL
-  POS, PARKS AND OPEN SPACE
-  SF1, RURAL SINGLE FAMILY RESIDENTIAL
-  SF2, LOW DENSITY SINGLE FAMILY RESIDENTIAL
-  SF3, MODERATE DENSITY SINGLE FAMILY RESIDENTIAL
-  MF1, LOW DENSITY MULTI-FAMILY RESIDENTIAL
-  MF2, HIGH DENSITY MULTI-FAMILY RESIDENTIAL
-  MH, MANUFACTURED HOUSING
-  LO, LIMITED OFFICE
-  NC, NEIGHBORHOOD COMMERCIAL
-  CBD, CENTRAL BUSINESS DISTRICT
-  CT, COMMERCIAL TOURISM
-  C, COMMERCIAL
-  IP, INDUSTRIAL PARK
-  I, INDUSTRIAL



Future Land Use

- Neighborhood Commercial



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

Changes shall only be made:

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

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

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

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

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

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

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

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



Development Process

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



Traffic Impact Analysis

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





Staff Recommendation

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



Planning & Zoning Commission Recommendation

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



Questions?





STAFF REPORT

MEETING DATE: August 14, 2018

AGENDA ITEM: 11B

TITLE:

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

STAFF REPRESENTATIVE:

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

ITEM DETAILS:

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

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

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

BACKGROUND/HISTORY:

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

POLICY EXPLANATION:

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

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

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

This lot is north of the Bastrop Bible Church, south of a bed and breakfast operating in a historically designated home, east of single family residential, and across the street from Bastrop First Assemblies of God. In the surrounding area, there is a mix of Live/Work, Neighborhood, and Neighborhood Tourism zoning districts. The Future Land Use Plan calls for Downtown Bastrop. Within the neighborhood, the structures represent various building styles and materials, but are mostly brick or wooden structures with porches or stoops facing the street. The proposed building is a wooden structure with a porch and door facing the church parking lot, which is the side of the building (Attachment 1).

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

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

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

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

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

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

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

Staff suggests the following conditions for approval of the CUP:

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

PUBLIC COMMENTS:

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

PLANNING & ZONING RECOMMENDATION:

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

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

RECOMMENDATION:

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

ATTACHMENTS:

Ordinance

Exhibit A: Location Map

Attachment 1: Conceptual Site Plan

Attachment 2: Property Owner's Notification

Attachment 3: Zoning Map



ORDINANCE 2018-15

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

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

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

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

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

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

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

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

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

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

to occupying the building.

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

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

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

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

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

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

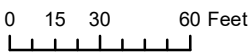
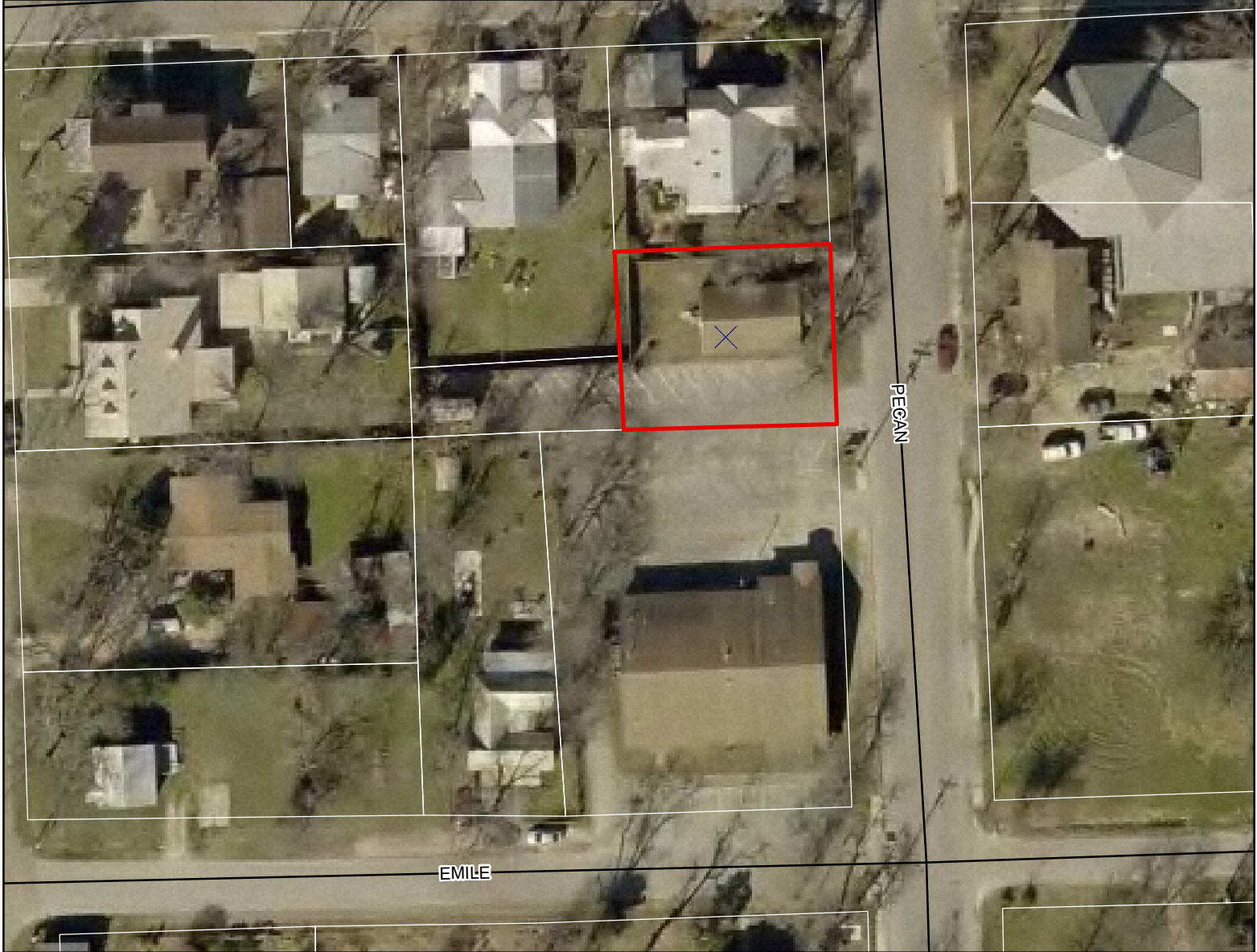
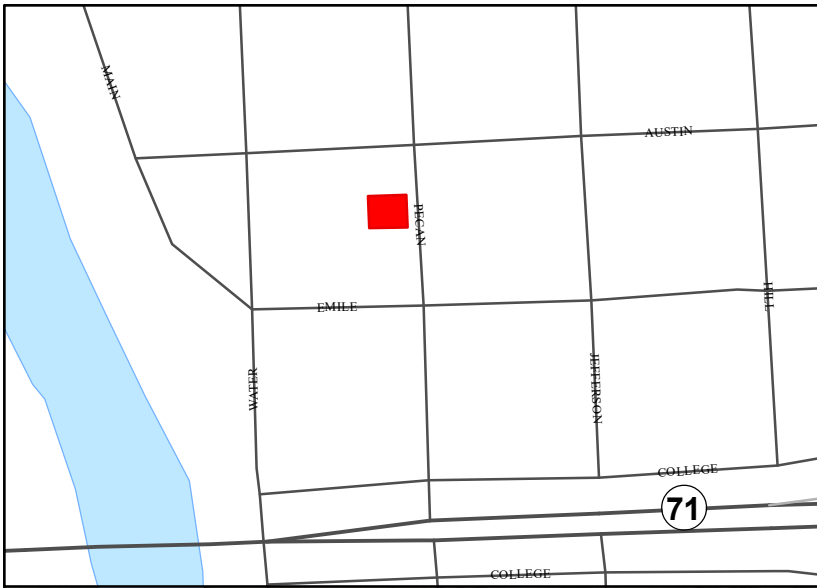
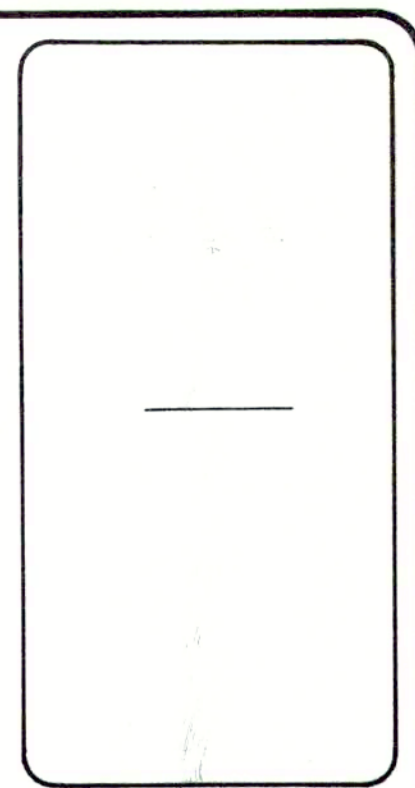
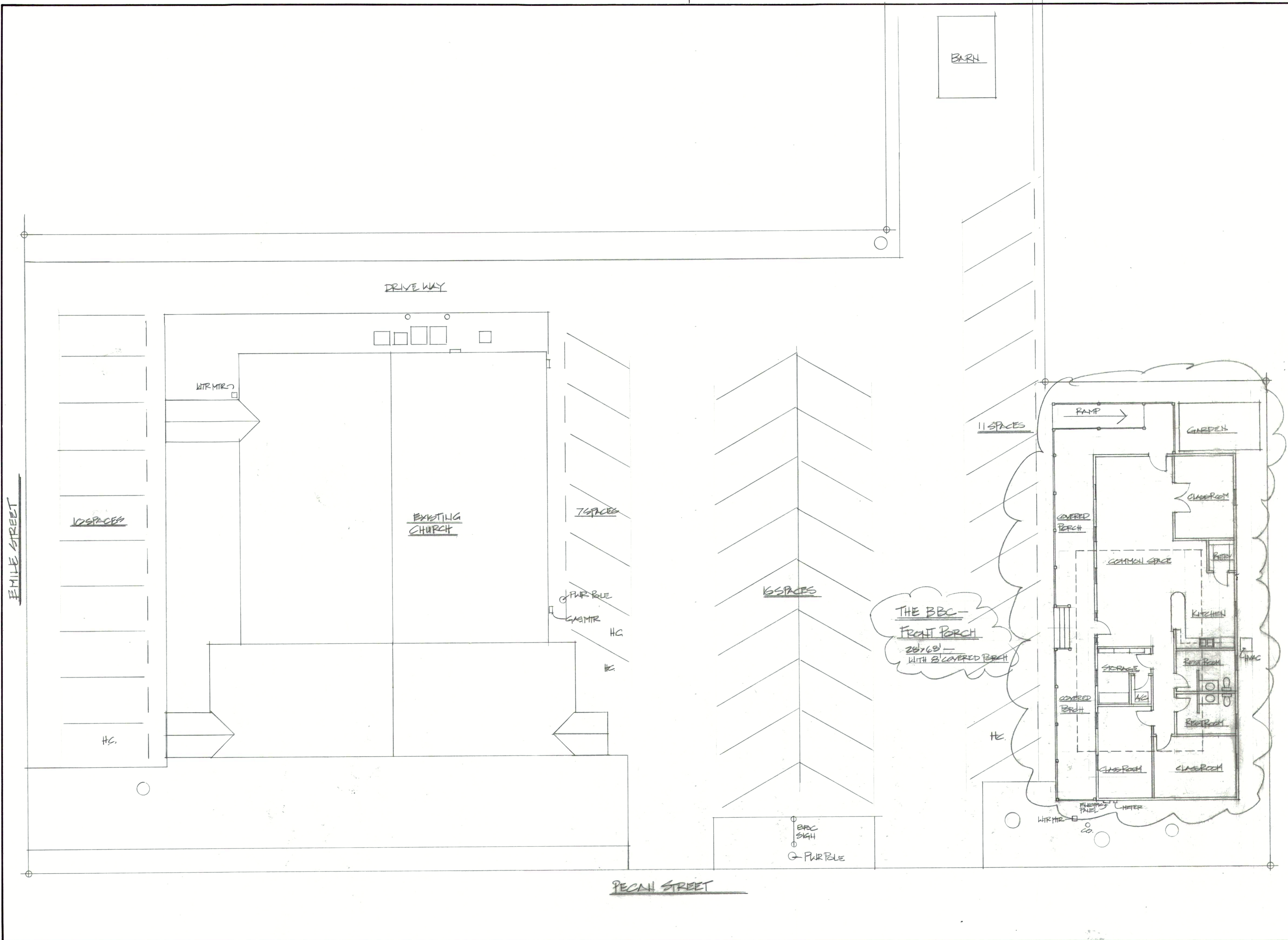


Exhibit A
 Location Map
 Conditional Use Permit
 Bastrop Bible Church
 Educational Building



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

Date: 6/12/2018



DRAWN BY HLK PROJECT NO. BB
 DATE 5-22-13 REVISED

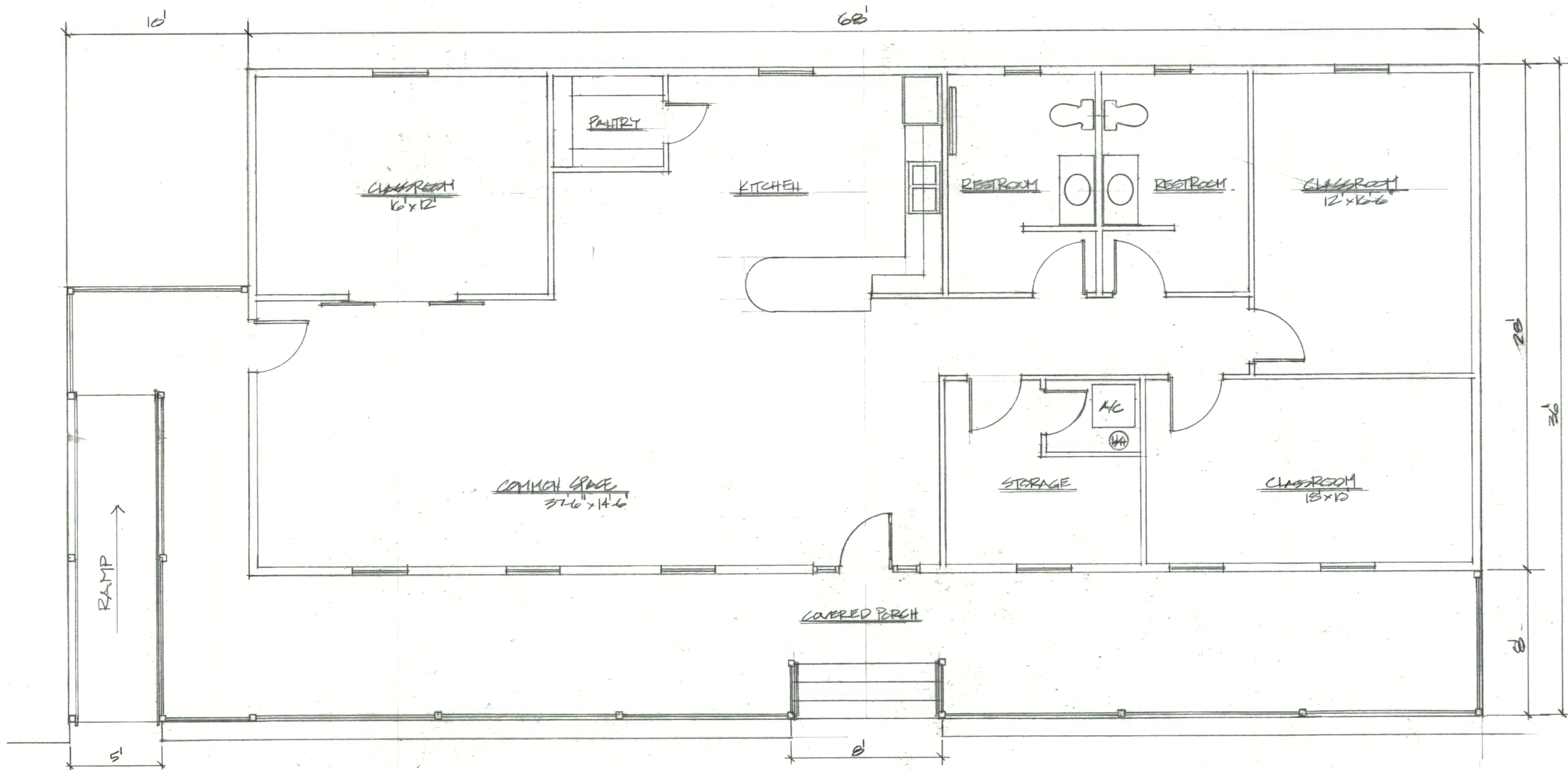
BASTROP BIBLE CHURCH
602 PECAN
BASTROP, TX

SHEET NO.
1
 1 OF 3



BBC FRONT PORCH-ELEVATION

SCALE 1/4"=1'-0"



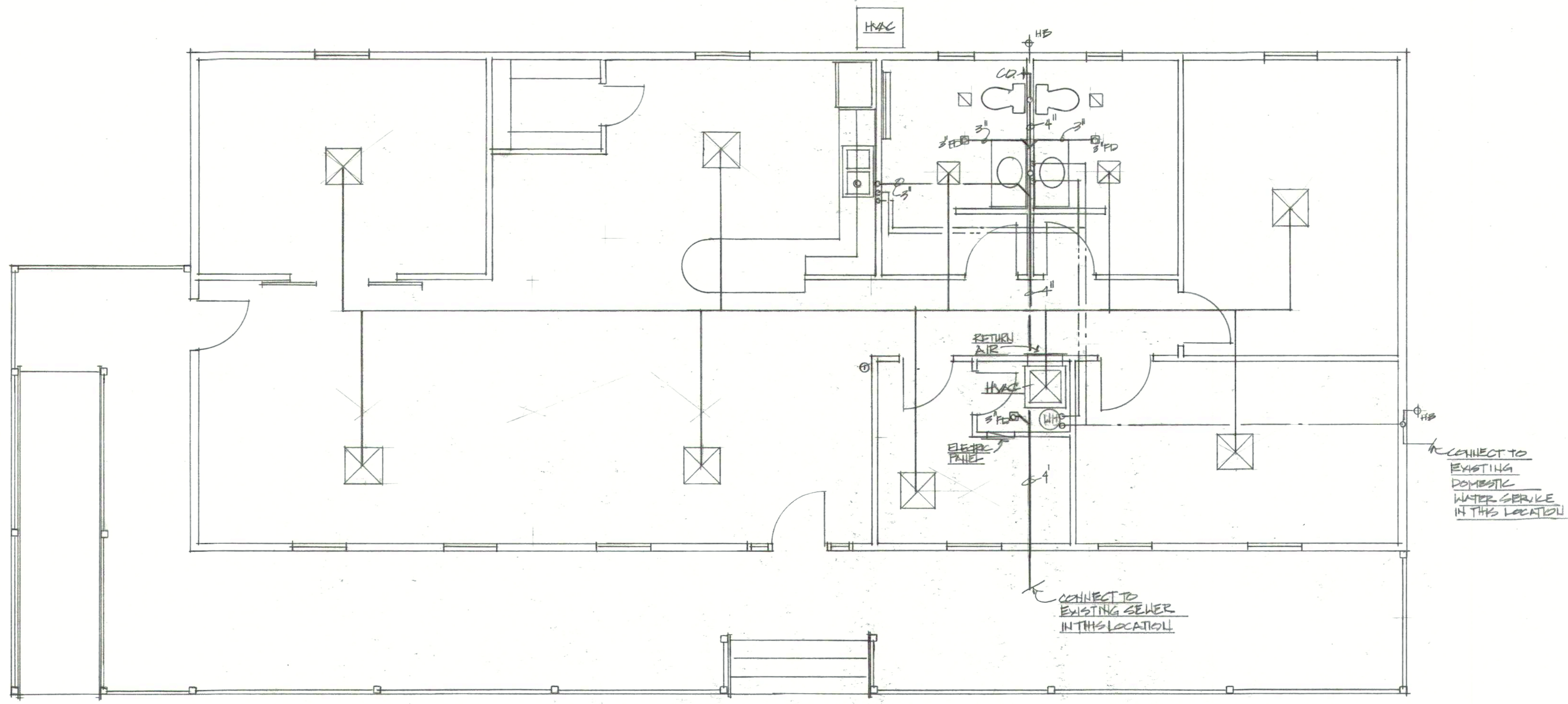
BBC FRONT PORCH-FLOOR PLAN

SCALE 1/4"=1'-0"

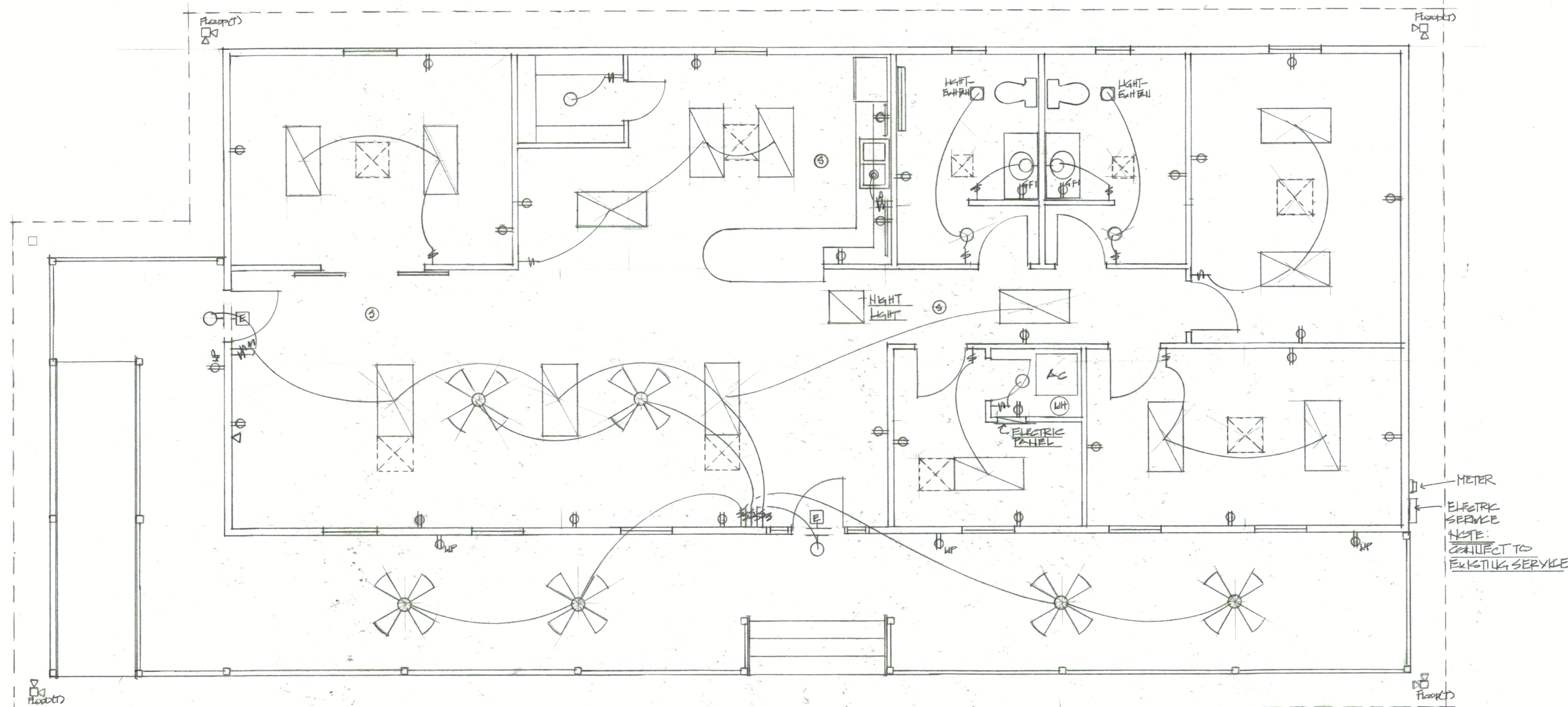
OPG

DRAWN BY MLP PROJECT NO. REVISED
 DATE 5-22-18 PROJECT NO. BBC

BASTROP BIBLE CHURCH
COOPER BASTROP, TX



BBC FRONT PORCH - HVAC & PLUMBING SCALE: 1/4" = 1'-0"



BBC FRONT PORCH - ELECTRIC POWER & LIGHTING SCALE: 1/4" = 1'-0"

OPG

DRAWN BY MLE PROJECT NO. REVISED
 DATE 5-22-18 BBC

BASTROP BIBLE CHURCH
 BASTROP, TX
 602 PECAN

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



Dear Property Owner:

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

Applicant/Owner: Bastrop Bible Church

Address: 606 Pecan Street

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

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

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

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

PROPERTY OWNER'S RESPONSE

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

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

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

Comments: (Optional)

RECEIVED
 JUL 16 2018
 By [Signature]

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

PLANNING & DEVELOPMENT

PROPERTY OWNER'S RESPONSE

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

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

Property Owner Name: Hannibal & Sumai Lokumb

Property Address: 508 Cedar St

Phone (optional): _____

Mailing Address: _____

Email (optional): _____

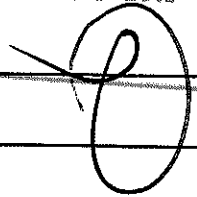
Property Owner's Signature: Hannibal Lokumb

Comments: (Optional)

RECEIVED

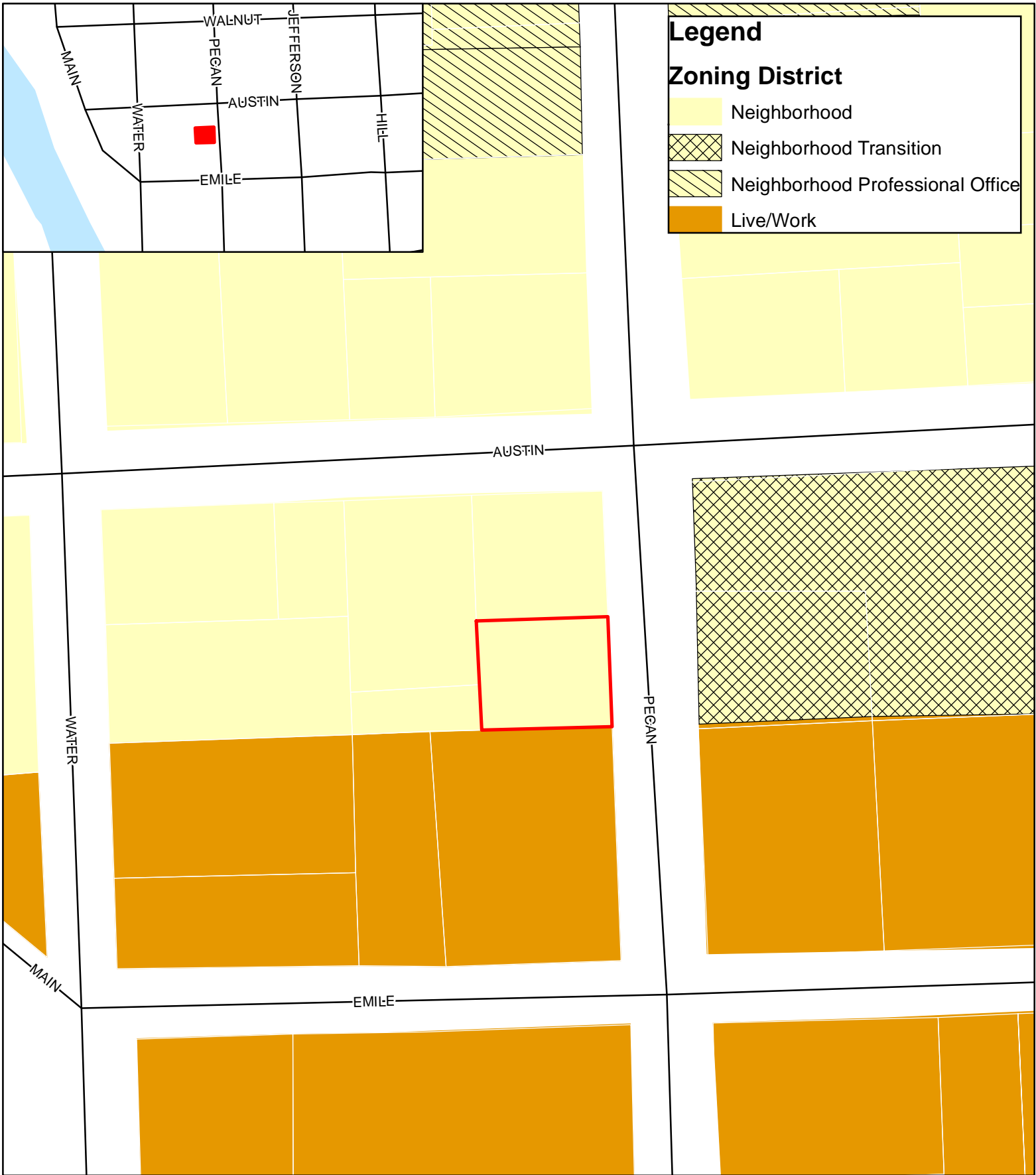
JUL 19 2018

By



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

PLANNING & DEVELOPMENT



1 inch = 86.24 feet

Zoning Map
 Conditional Use Permit
 606 Pecan Street
 Bastrop Bible Church



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

Date: 7/20/2018

Public Hearing and consider action to approve Ordinance No. 2018-15 for a Conditional Use Permit for a religious institution use for Bastrop Bible Church, on 0.145 acres of Building Block 5 East of Water Street, within the city limits of Bastrop, Texas; as shown in Exhibit A; setting out conditions; including a severability clause; establishing an effective date, and move to including the second reading on the consent agenda for the August 28, 2018 meeting.



Request

- Approve a Conditional Use Permit to allow a church use
- Removing the existing structure and add a new structure that will provide classroom and common space the Church's education and enrichment programming.



view from the south

Zoning

- A CUP is required for schools, libraries, community/civic facilities and religious institutions in Neighborhood character zone.



Location

- 606 Main Street
- 0.145 acres of Building Block 5, East of Water Street



FBC Section 5.2 Conditional Use Permit Regulations

1. The use is harmonious and compatible with surrounding existing uses or proposed uses;
Within the neighborhood, the structures represent various building styles and materials, but are mostly brick or wooden structures with porches or stoops facing the street. The proposed building is a wooden structure with a porch and door facing the church parking lot, which is the side of the building.
2. The activities requested by the applicant are normally associated with the permitted uses in the base district;
The building is proposed for Church programming, which is a related use to the Church, and generally compatible with the neighborhood uses. The purpose of the CUP is to ensure that the structure is compatible within the area.
3. The nature of the use is reasonable;
The requested use will remain the same as was in the previous building located on this site, and the new building is intended to match the character of the neighborhood.
4. Any negative impact on the surrounding area has been mitigated;
Staff recommends additional design criteria that will make the structure compatible with the neighborhood.
5. That any additional conditions specified ensure that the intent of the district purposes are being upheld.

Additional criteria on next slide



CUP Conditions

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



Staff recommendation

- Hold Public Hearing
- Conduct the first reading of the ordinance for the CUP with the specified conditions.



Planning & Zoning Commission Recommendation

- The P&Z recommended approval of the CUP with the conditions as presented, by a vote of 6-0 at the July 26, 2018 meeting.



Questions?





STAFF REPORT

MEETING DATE: August 14, 2018

AGENDA ITEM: 11C

TITLE:

Hold public hearing and consider action to approve the first reading of Ordinance No. 2018-16 of the City Council of the City of Bastrop, Texas, rezoning 0.70 acres of lot 67, within the Bastrop Town Tract Abstract 11, from Form-Based Code Character Zone CMU – Commercial Mixed Use, to MF-1 – Multifamily 1, located at 1706 Farm Street, within the city limits of Bastrop, Texas; as shown in Exhibit A; including a severability clause; and establishing an effective date and move to include on the August 28, 2018 consent agenda for second reading.

STAFF REPRESENTATIVE:

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

ITEM DETAILS:

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

Property Owners: Ronald and Carole Reynolds
Agent Contact: NA

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

BACKGROUND/HISTORY:

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





Proposed Lot Configuration

Existing Lot Configuration



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

PUBLIC COMMENTS:

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

POLICY EXPLANATION:

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

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

Texas Local Government Code

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

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

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

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

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

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

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

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

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

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

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

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

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

City of Bastrop Code of Ordinances

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

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

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

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

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

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

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

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



PLANNING & ZONING RECOMMENDATION:

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

RECOMMENDATION:

Hold public hearing and consider action to approve the first reading of Ordinance No. 2018-16 of the City Council of the City of Bastrop, Texas, rezoning 0.70 acres of lot 67, within the Bastrop Town Tract Abstract 11, from Form-Based Code Character Zone CMU – Commercial Mixed Use, to MF-1 – Multifamily 1, located at 1706 Farm Street, within the city limits of Bastrop, Texas; as shown in Exhibit A; including a severability clause; and establishing an effective date and move to include on the August 28, 2018 consent agenda for second reading.

ATTACHMENTS:

- Ordinance
- Exhibit A: Location Map
- Attachment 1: Zoning Map
- Attachment 2: Applicant Request Letter
- Attachment 3: Property Owner's Notification
- Attachment 4: Future Land Use Map

ORDINANCE 2018-16

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, REZONING 0.70 ACRES OF LOT 67, WITHIN THE BASTROP TOWN TRACT ABSTRACT 11 FROM FORM-BASED CODE CHARACTER ZONE CMU, COMMERCIAL MIXED USE, TO MF-1, MULTIFAMILY 1, LOCATED AT 1706 FARM STREET, WITHIN THE CITY LIMITS OF BASTROP, TEXAS; AS SHOWN IN EXHIBIT A; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

Section 2: If any provision of this ordinance or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions,

or application thereof, of this ordinance, which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are hereby declared to be severable.

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

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

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

APPROVED:

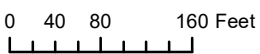
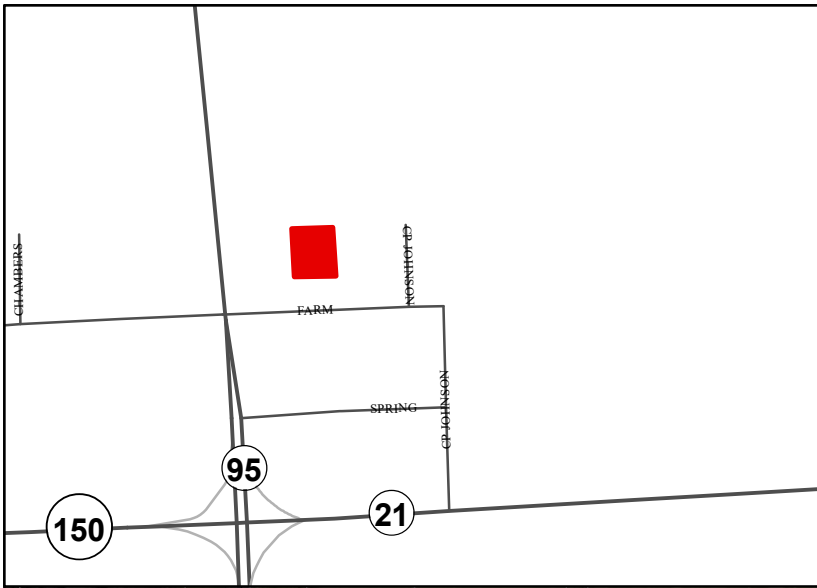
Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

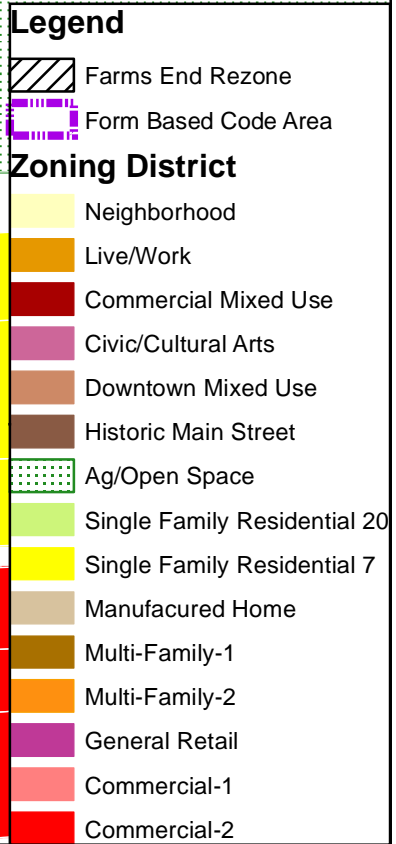
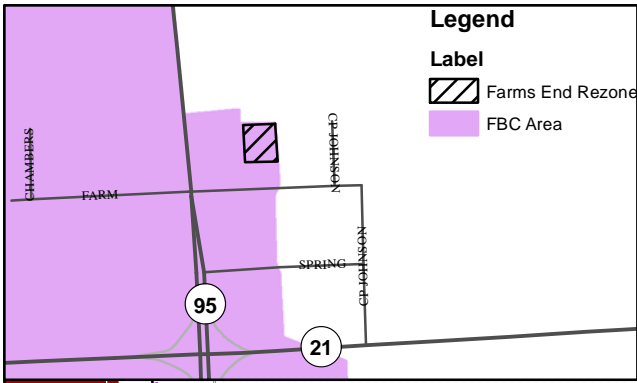


Attachment 1 Location Map Rezone Request Farms End Estates



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

Date: 7/20/2018



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

1 inch = 210.26 feet

Date: 7/20/2018



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

Ronald "Bo" & Carole Reynolds

1712 Farm St.

Bastrop, TX 78602

Zoning Change as a condition of a Minor Plat Application

To Whom It May Concern,

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

Thank you,

 Carol Reynolds

Ronald "Bo" & Carole Reynolds

Applicants and Owners of 1706 & 1712 Farm Street

Bastrop, TX 78602

RECEIVED

JUN 25 2018

By 

PROPERTY OWNER'S RESPONSE

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

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

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

Comments: (Optional)

RECEIVED
JUL 19 2018

[Handwritten Signature]

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

PLANNING & DEVELOPMENT

PROPERTY OWNER'S RESPONSE

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

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

Property Owner Name: Roderick Emanuel
Property Address: 1201 Hwy 95 Bastrop, TX 78602
Phone (optional): 512 333-7651
Mailing Address: 1201 Hwy 95 Bastrop, TX 78602
Email (optional): roderick.emanuel@blue.com
Property Owner's Signature: Roderick Emanuel

Comments: (Optional)

RECEIVED

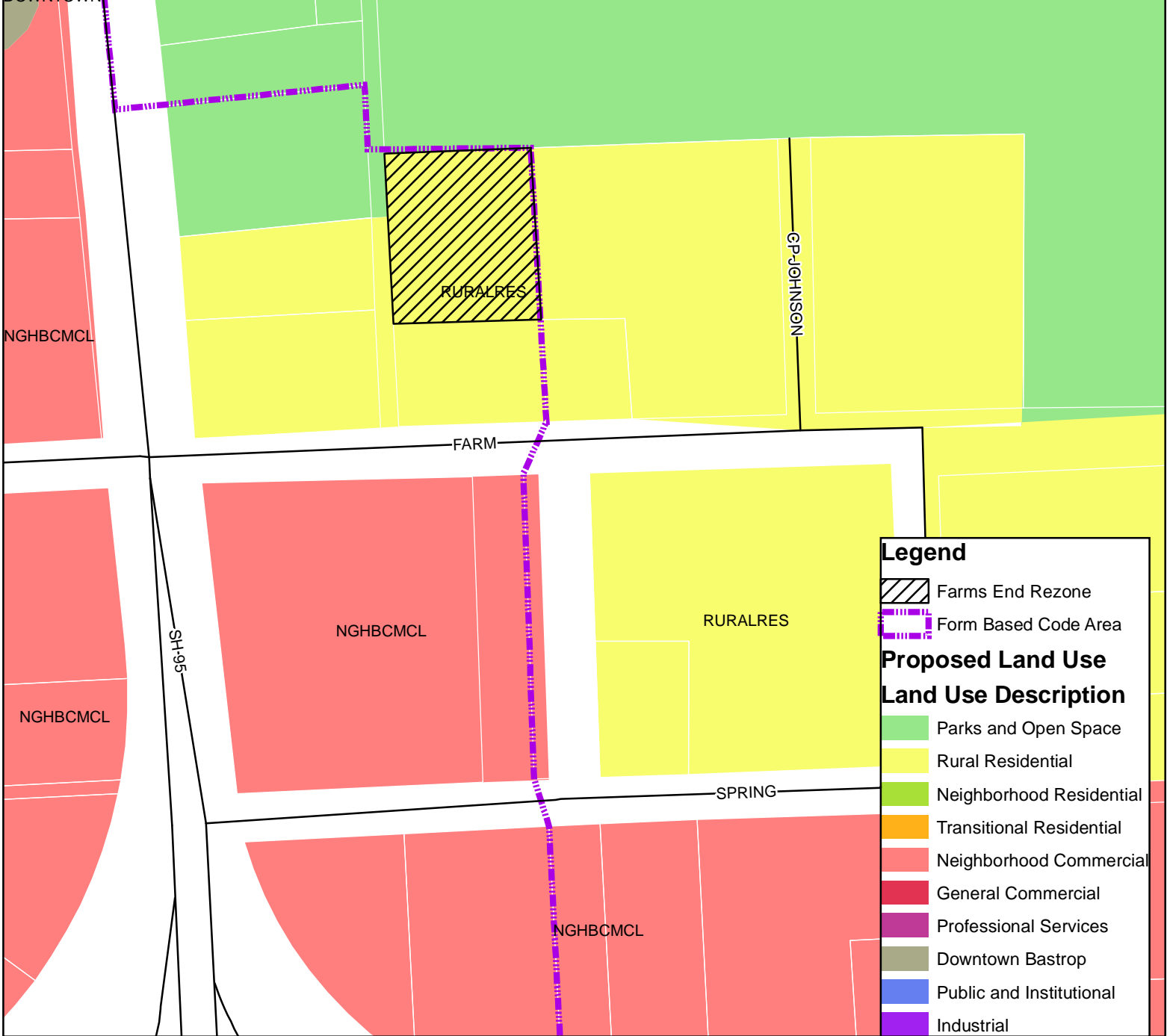
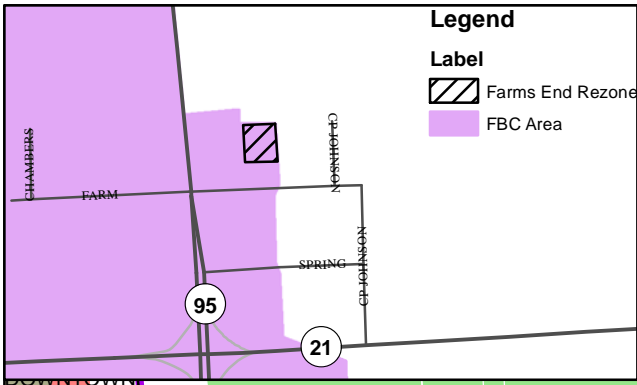
JUL 23 2018

By 

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

PLANNING & DEVELOPMENT

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



Legend

- Farms End Rezone
- Form Based Code Area

Proposed Land Use

Land Use Description

- Parks and Open Space
- Rural Residential
- Neighborhood Residential
- Transitional Residential
- Neighborhood Commercial
- General Commercial
- Professional Services
- Downtown Bastrop
- Public and Institutional
- Industrial



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

1 inch = 156.5 feet

Date: 7/20/2018



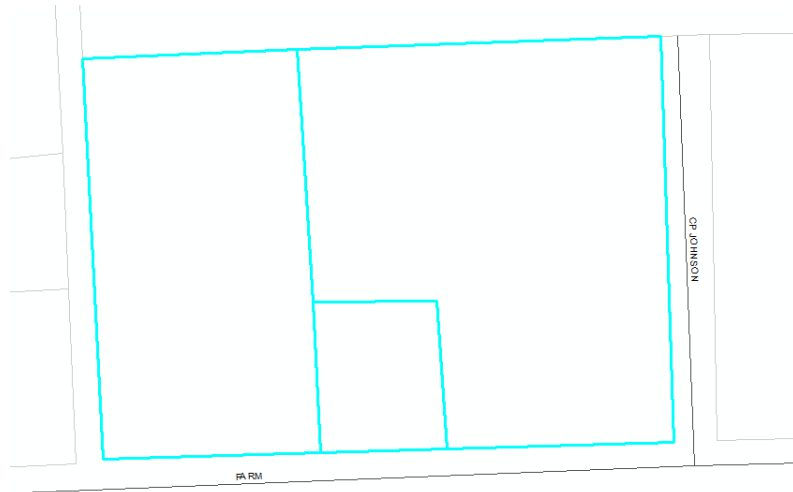
The accuracy and precision of this cartographic data is limited and should be used for information /planning purposes only. This data does not replace surveys conducted by registered Texas land surveyors nor does it constitute an "official" verification of zoning, land use classification, or other classification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

Public hearing and consider action to approve Ordinance 2018-16 to rezone 0.70 acres, within the Bastrop Town Tract Abstract 11, from Form-Based Code Character Zone CMU – Commercial Mixed Use, to MF-1 – Multifamily 1, located at 1706 Farm Street, within the city limits of Bastrop, Texas; as shown in Exhibit A; including a severability clause; and establishing an effective date and move to include on the August 28, 2018 consent agenda for second reading.



Request

- Approve a rezoning of 0.70 acres to go from Commercial Mixed Use in the Form-based Code to Multifamily 1
- The owner is in the process of subdividing the property into new lot configurations.



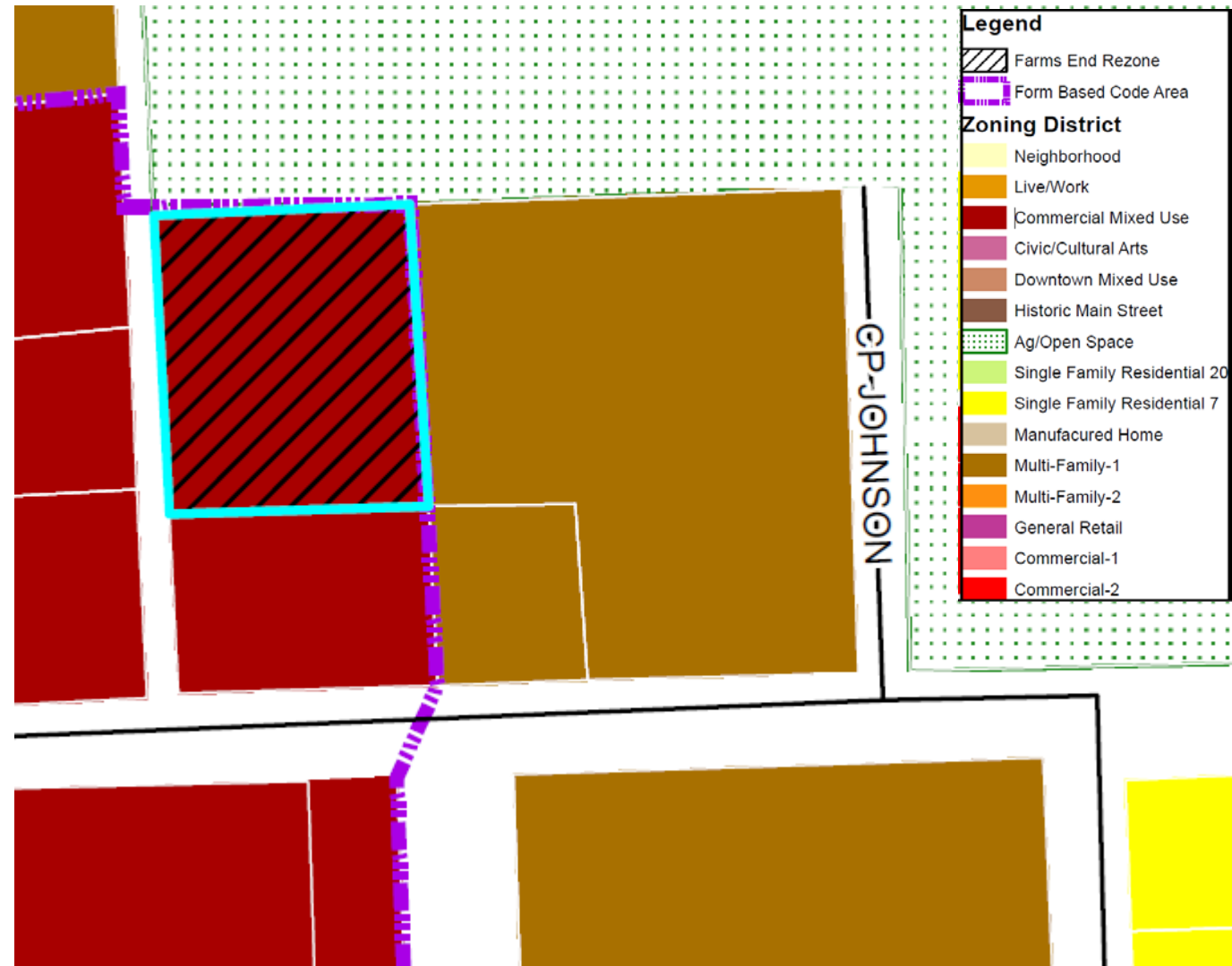
Existing Lot Configuration



New Lot Configuration

Existing Zoning

- The new lot configuration leaves one of the lots with a split-zoning designation.
- The zoning request aligns to the new lot lines.



Location

- 1706 Farm Street
- 0.70 acres of Farm Lot 67 (Bastrop Town Tract Abstract 11)



Policy Explanation

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



Staff Recommendation

- Hold Public Hearing
- Recommend approval of the rezoning request from CMU to MF-1.



Planning & Zoning Recommendation

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



Questions?





STAFF REPORT

MEETING DATE: August 14, 2018

AGENDA ITEM: 11D

TITLE:

Consider action to approve the first reading of Ordinance No. 2018-14 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2018 in accordance with existing statutory requirements; appropriating the various amounts herein; as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; providing for an effective date and move to include on the August 28, 2018, consent agenda for a second reading.

STAFF REPRESENTATIVE:

Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

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

General Fund includes:

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

Debt Service Fund includes:

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

Electric Fund includes:

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

Hospitality & Downtown Fund includes:

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

POLICY EXPLANATION:

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

FUNDING SOURCE:

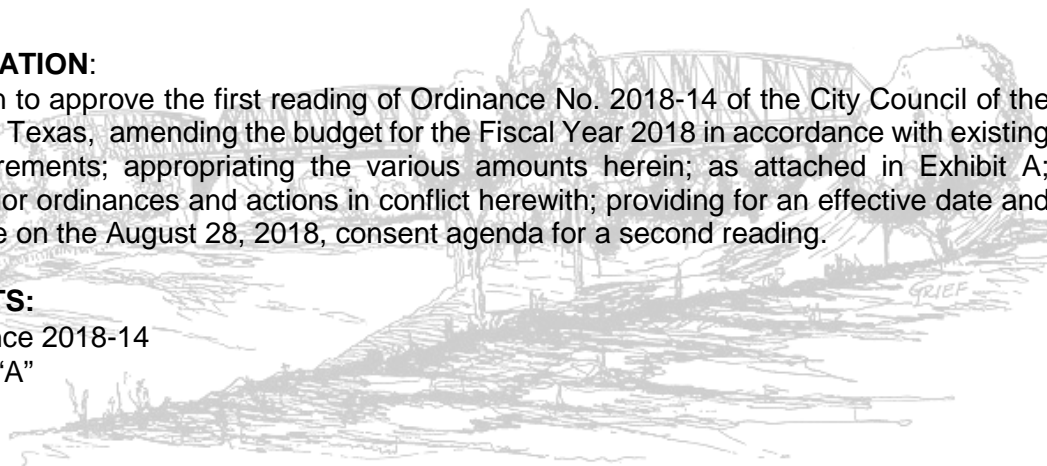
N/A

RECOMMENDATION:

Consider action to approve the first reading of Ordinance No. 2018-14 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2018 in accordance with existing statutory requirements; appropriating the various amounts herein; as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; providing for an effective date and move to include on the August 28, 2018, consent agenda for a second reading.

ATTACHMENTS:

- Ordinance 2018-14
- Exhibit "A"



ORDINANCE NO. 2018-14

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

WHEREAS, the City Manager of the City of Bastrop has submitted to the Mayor and City Council proposed amendment(s) to the budget of the revenues and/or expenditures/expenses of conducting the affairs of said city and providing a complete financial plan for Fiscal Year 2018; and

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

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

Section 1: That the proposed budget amendments for the Fiscal Year 2018, as submitted to the City Council by the City Manager and which budget amendments are attached hereto as Exhibit "A", are hereby adopted and approved as the amended budget of said city for Fiscal Year 2018.

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

Section 3: If any provision of this ordinance or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance, which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are hereby declared to be severable.

Section 4: This ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, Code of Ordinances, and the laws of the State of Texas.

READ and APPROVED on First Reading on the 14th day of August 2018.

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

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Exhibit "A"
FY 2018
BUDGET AMENDMENTS
GENERAL FUND

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

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

**FY 2018
BUDGET AMENDMENTS
DEBT SERVICE FUND**

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

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

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

**FY 2018
BUDGET AMENDMENTS
BP&L**

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

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

**FY 2018
BUDGET AMENDMENTS
HOSPITALITY & DOWNTOWN**

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

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



STAFF REPORT

MEETING DATE: August 14, 2018

AGENDA ITEM: 11E

TITLE:

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

STAFF REPRESENTATIVE:

Trey Job, Managing Director of Public Works & Leisure Services

BACKGROUND/HISTORY:

This item is identified in the Work Plan as UE#7 (Unique Environment), which is “Improve Christmas Lighting at Fisherman’s Park & Downtown.” City Council and the Executive Team have put a great deal of effort into developing an Organizational Work Plan that addresses nine focus areas that are identified as drivers to successfully fulfill the City’s Mission & Vision. 2017 was the first year to improve the holiday lighting and we received a great deal of positive feedback. This year’s proposal includes lighting downtown, as well as in Fisherman’s Park, at a cost of \$74,525.00, and includes a tunnel option, at a cost of \$35,000.00.

POLICY EXPLANATION:

A Request-for-Proposal (RFP) was developed to provide holiday lighting for Fisherman’s Park and Main Street. Décor IQ provided per unit pricing detail, which is attached as Exhibit A to the Resolution. Funding of \$125,000 is provided in the FY 2019 Budget for Christmas Lights. This project will not exceed the budgeted amount.

FUNDING SOURCE:

These funds are budgeted for FY19.

RECOMMENDATION:

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

ATTACHMENTS:

- Resolution
- Holiday Lighting Request for Proposal
- Draft Contract with Décor IQ

RESOLUTION NO. R-2018-59

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AWARDING A CONTRACT, ATTACHED AS EXHIBIT A, FOR THE INSTALLATION OF HOLIDAY LIGHTING TO DÉCOR IQ, IN THE AMOUNT OF ONE HUNDRED NINE THOUSAND FIVE HUNDRED TWENTY FIVE AND 00/100 DOLLARS (\$109,525.00); AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

WHEREAS, The City Council has the vision to improve Bastrop's Unique Environment through enhancing programming to a four diamond, AAA standard Christmas; and

WHEREAS, Improving the holiday lighting at Fisherman's Park and on Main Street meets that intent and is Item UE#7 in the City's Workplan; and

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

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

Section 1: That the City Manager is hereby authorized to execute a contract for the installation of holiday lighting in Fisherman's Park and on Main Street with Décor IQ in an amount of \$109,525.00, which is attached as Exhibit A.

Section 2: That the City Council of the City of Bastrop has found Décor IQ, to be a subject matter expert in the field of holiday lighting.

Section 3: All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4: That this Resolution shall take effect immediately upon its passage, and it is so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 14th day of August, 2018.

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

PK-2018-1 HOLIDAY LIGHTING AND DECORATION LEASE, INSTALLATION, MAINTENANCE, AND REMOVAL



Submitting Company:	RFP Original, One Copy, & Flash Drive	Credentials (W-9, licenses etc)	Conflict of Interest (in packet)	Does Not Boycott Israel Certification (in packet)	Holiday Light and Decoration Summary Page	Attachment A	Attachment B	Lump Sum	Tunnel Option
Décor IQ	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$ 74,525.00	\$ 35,000.00
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		
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Signed By: 									
Witnessed By: 									
						Date: 06/15/15			
						Date: 06/15/15			

EXHIBIT A

Professional Holiday Lighting and Decoration Lease, Installation, Maintenance, and Removal

This is an "all or nothing" bid.

Please include the following in the total cost of your proposal:

Installation and Removal of Lights and Decorations:

Total Product and Labor Cost

(Should match totals from Exhibit A)

1.) Downtown Main St. (Spring St. – Walnut St.)	\$ <u>28,320.00</u>
2.) Fisherman's Park/June Hill Pape Riverwalk Bastrop "River of Lights" 1200 Willow St.	\$ <u>46,205.00</u>
Total Contract price	\$ ⁰ <u>74,525.00</u>

MM
6-15-2018

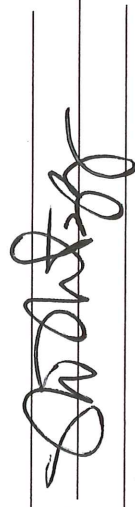
Attachment A- Bid Sheet
Christmas Lighting and Decoration Products and Services
Downtown - Including Installation, Maintenance, and Removal

No.	Description	Specifications	Estimated Quantity	Cost Per Unit (tree, foot, etc.)	Total
1	Install/remove lights in trees (trunks, branches, canopies).	The bidder will install/remove, per tree, an average of 12,000 warm white 5mm LED lights with 4" bulb spacing on green wire installed on the trunk and branches at a 4" spaced wrap and installed in the leaves on the outer canopy of the tree. Note: In 2017 the largest tree took 16,000 lights to light the trunk, branches and canopy.	13 trees	1,800.00	23,400.00
2	Install/remove lighted garland on lamp posts.	The bidder will install/remove garland with a minimum of 14" wide green LED lit artificial pine branch garland with no fewer than 250 tips per 9'.	18 posts	\$ 140.00	2,520.00
3	Install/remove ornamented garland on lamp posts in Pine Street parking lot.	The bidder will install/remove ornamented garland that will be wrapped around the lamp posts with spacing no more than 4 feet between wraps.	15 posts	\$ 160.00	2,400.00
Fisherman's Park/June Hill Pape Riverwalk - Including Installation, Maintenance, and Removal					
No.	Description	Specifications	Estimated Quantity	Cost Per Unit (tree, foot, etc.)	Total
1	Install/remove lights on pipe railing and fencing.	The bidder will install/remove lights on all pipe fencing/railing. It will be wrapped in warm white LED lights. The bulbs are to be 5mm, concave and spaced no more than 4 inches apart. The spacing between wraps are to be no more than 4' apart. Most of the fencing/railing is located within the main area of the park. This also include the stairway entrances behind the Bastrop Public Library, Wells Fargo, and Ferry Park. NOTE: For railings that have 3 sections & 3 horizontal rails per section, only the bottom 2 rails and outermost of each section will be wrapped.	12,000 feet	1.00	12,000.00
2	Install/remove lights on black iron fencing.	The bidder will install/remove lights on a section of black iron fencing halfway down the Riverwalk. The top and bottom horizontal rails will be wrapped in warm white LED lights. The bulbs are to be 5mm, concave and spaced no more than 4' apart. The spacing between wraps will be no more than 4' apart, or at least 1 wrap in between vertical rails.	850 feet	1.00	850.00
3	Install/remove light wraps on trees inside the park and along the Riverwalk.	The bidder will install/remove lights in designated trees in the park and along the Riverwalk. These trees will be wrapped 14' high in warm white LED lights. This includes from base of the trunk and all branches up to the 14' mark. The bulbs are to be 5mm, concave and spaced no more than 4" apart. The spacing between wraps are to be no more than 4" apart. These trees will be marked at the base with white paint.	65 trees	150.00	9,750.00
4	Install/remove light wraps/drops on trees along the Riverwalk	The bidder will install/remove lights in designated trees along the Riverwalk. These trees will be wrapped 14' high in warm white LED lights and will include blinking light drops. This includes the base of the trunk and all branches up to the 14' mark. The bulbs are to be 5mm, concave and spaced no more than 4" apart. The spacing between wraps are to be no more than 4" apart. The light drops shall not exceed 20' in length and shall be at a reasonable height above the ground. Trees will be marked at the base with blue paint.	25 trees	205.00	5,125.00
5	Install/remove lighted garland on lamp posts in the park and along the Riverwalk.	The bidder will install/remove garland with a minimum of 14" wide green LED lit artificial pine branch garland with no fewer than 250 tips per 9'. Each will include outdoor nylon 18" red structural bows at the top of the light poles.	42 posts	140.00	5,880.00
6	Install/remove lighted garland on overlooks along the Riverwalk.	The bidder will install/remove garland with warm white LED lights that will be fixed in a method in the bidders best judgment along the top railing of each of the overlooks.	2 overlooks	450.00	900.00
7	Install/remove tree of lights	The bidder will install/remove 12' tree of lights in the park. The spots will be identified before the time of installation.	3 trees	900.00	2,700.00
8	Install/remove large Christmas tree	The bidder will install/remove a 24' branched frame tree that is warm white LED lighted and ornamented. It will include a 3' star topper.	1 tree	9,000.00	9,000.00
LIGHT TUNNEL: Fisherman's Park/June Hill Pape Riverwalk - Including Installation, Maintenance, and Removal					
OPTIONAL BID: This option is separate and apart from the base bid and will be awarded separately, if chosen by the City.					
No.	Description	Specifications	Estimated Quantity	Cost Per Unit (tree, foot, etc.)	Total
1	Lighted tunnel to be placed in either Fisherman's Park or along the June Pape Riverwalk. (TBD)	3-D round tunnel with aluminum frame with LED lights.	50 feet	35,000.00	35,000.00

COMPANY NAME: **Decor IQ**

SIGNATURE OF AUTHORIZED REPRESENTATIVE:

Mark Metzger



PRINTED NAME:

mmetzger@decoriq.net

EMAIL ADDRESS:

"By the signature hereon affixed, the bidder hereby certifies that neither the bidder nor the entity represented by the bidder, or anyone acting for such entity has violated the antitrust laws of this State, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the

ATTACHMENT B

A. Additional Instructions and General Conditions

By submitting a Proposal, Proposer represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of providing quality personnel to achieve the City's objectives.

Submitted Proposals are not to be copyrighted.

B. Execution of Agreement

The agreement for services shall be signed by the successful Proposer and returned with the required insurance within five (5) days, not including Sundays and legal holidays, after the City has provided written notice that the contract has been awarded. Failure to execute agreement and file acceptable insurance documents as provided herein shall be just cause, at City option, for annulment of the contract award.

Should the successful Proposer decline to execute a contract, City Council has the option to either reject all Proposals and call for new Proposals or accept one of the other Proposals.

C. Award

The City will evaluate and award based on completeness of bid packet, price quoted, qualifications, and references.

D. Qualifications (Complete a-d below) Please leave no blanks. Put N/A if applicable.

a.) Provide a brief profile of the firm such as the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size, and location of offices; and number of employees.

Décor IQ is a Texas based corporation founded in 2014. Décor IQ offers professional holiday décor display design, sales, lease, installation and removal services to organizations and municipalities throughout Texas. Décor IQ has one primary office in San Antonio, Texas and employees 11 full time permanent employees, and 40 full time temporary employees.

b.) Provide a general description of the firm's financial condition and identify any conditions (i.e. bankruptcy, pending litigation, planned office closures, impending merger) that may impede Proposer's ability to complete the work.

Décor IQ is of strong and stable financial condition. There is no bankruptcy, pending litigation, planned office closures or impending mergers.

c.) Describe the firm's experience in providing similar work and highlight the participation in such work by the proposed staff for this RFP.

Décor IQ has significant experience providing similar holiday décor installation services. Décor IQ's owners have holiday décor installation experience dating back to 1995. Our proposed staff has extensive experience installing and removing large scale holiday décor displays for municipalities throughout Texas.

d.) Identify subcontractors, by company name, address, contact person, telephone number, and their function in relating to the work under this RFP (if applicable).

No subcontractors will be used.

E. Staffing (Complete a – b below)

a.) Provide list of key personnel to perform work under this proposal and a description of their applicable work experience. (*Key personnel must be available for the duration of the work and no key personnel shall be removed or replaced without the prior written concurrence of the City.*)

Abraham Rajezi - 7 years of holiday décor installation/removal experience
Everado Esqueda - 10 years of holiday décor installation/removal experience
Jose Garcia- 10 years of holiday décor installation/removal experience

b.) If applicable, list any required licenses of key personnel needed to perform the work under this Proposal.

N/A

F. Pricing

a.) Pricing is to be based on description and specifications in ATTACHMENT A and in EXHIBIT A. Any exceptions to, or deviations from, the requirements of this RFP where Proposer wishes to propose alternative approaches to meeting the City's requirements, should be thoroughly explained below:

G. Approach Plan

a.) You will be responsible for any unnecessary damage to landscape and properties. Will you be able to protect the turf from damage caused by lift trucks? If so, how?

Yes, primarily by limiting driving on turf, and secondly putting down plywood to protect turf if necessary, and where lifts are imperative. We will not drive on wet turf unless absolutely necessary to keep the lighting schedule and fill in any ruts or tire tracks if required.

b.) Maintenance Plan

Describe plan to ensure maintenance of lighting and decorations throughout the term of the contract.

Regular post installation visits to the site to proactively identify any issues and check for potential problems. 24 to 48 hour response to display outages or issues. A site inspection prior to City scheduled special events such as a lighting ceremony or parade.

c.) Safety Plan


Describe safety plan to ensure all employees and equipment during holiday light installation and removal. The City expects awarded vendor to follow all OSHA Regulations and electronic devices are prohibited from premises that are not required to be used while operating equipment or spotting communications.


Do all your employees have the necessary safety training and fall equipment needed? If not, please explain. YES NO

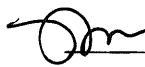
We have regularly scheduled safety courses to ensure all employees operate in a safe manner that follows OSHA regulations and procedures. All climbing gear and fall protection is up to date.

H. SCOPE OF WORK

Please initial indicating your acknowledgment of the following requirements:

 Lighting and decorations will be installed between Monday, November 5, 2018 and Tuesday, November 20, 2018. Lights should be fully tested by November 20th.

 Lighting and decorations will be removed between the period of Monday, January 7, 2019 through Tuesday, January 15, 2019.

 Proposer will provide lights that are commercial grade light emitting diode ("LED") and prices will include installation and removal of all provided materials including, but not limited to, extension cords, clips and other items as needed. All products shall be leased to the City from November 5, 2018 for the contract period.

Om Proposer shall provide repair and/or service of lights that malfunction within 2 days of notification of such malfunction. Vendor must supply after hours phone number for reporting maintenance.

After Hours Number: 210-831-0874

Om Samples of all lighting and decorations shall be preapproved by City staff prior to installation.

PROPOSAL CHECKLIST

Use this checklist to ensure that all required documents have been included in the proposal and appear in the correct order.

DOCUMENT	INITIAL TO INDICATE DOCUMENT IS ATTACHED TO PROPOSAL
Complete RFP Packet, copy, & flash drive with all forms. *	<i>Om</i>
Credentials (W-9, licenses, proof of good standing etc.)	<i>Om</i>
Conflict of Interest Disclosure *	<i>Om</i>
"Does Not Boycott Israel" *	<i>Om</i>
Holiday Light and Decoration Summary	<i>Om</i>
Attachments A and B *	<i>Om</i>

*Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of proposal.

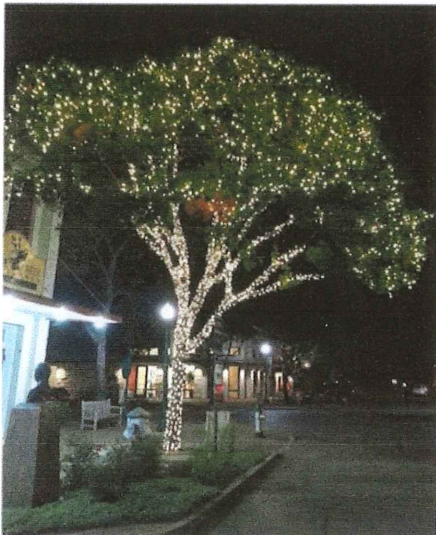
MAPS: GENERAL AREAS AND SPECIFIC LOCATIONS

- I. General Project Area Overview Map
- II. Downtown – Main Street (Spring Street – Walnut Street)
- III. Bastrop “River of Lights”
Fisherman’s Park/June Hill Pape Riverwalk
1200 Willow St, Bastrop, TX 78602

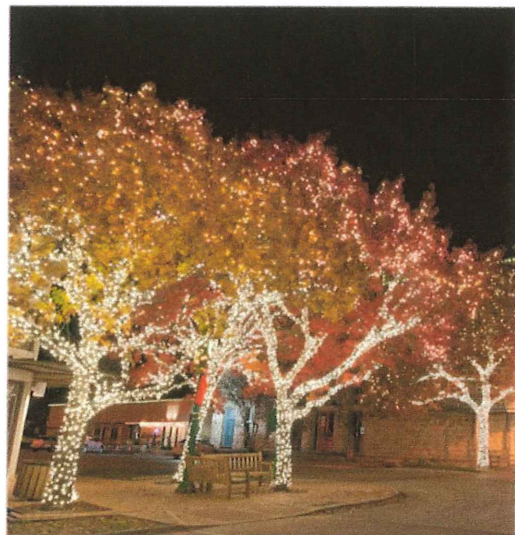
I. General Project Area Overview Map



II. Downtown: Main St. Trees (Spring St. – Walnut St.)



Lighted trunks and canopy mixed with twinkle lights.



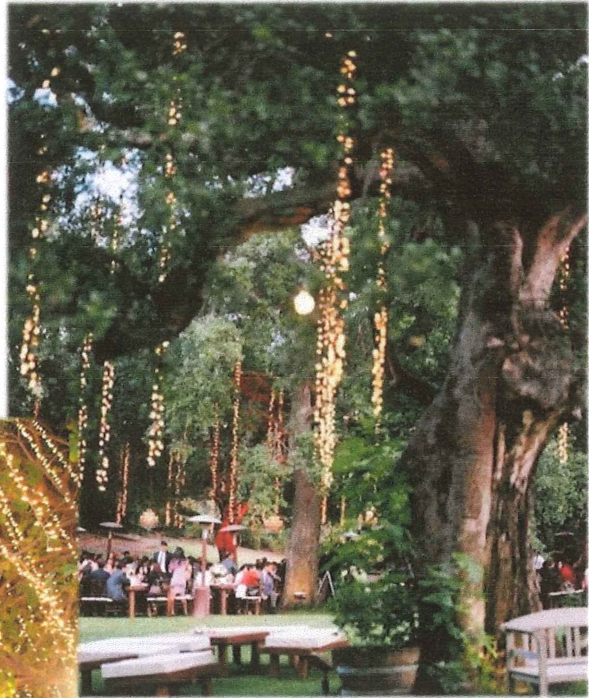
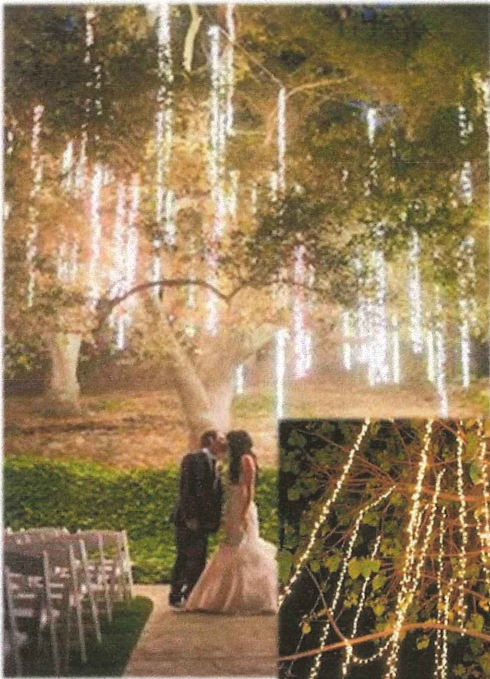
III. Bastrop “River of Lights” Fisherman’s Park & June Hill Pape Riverwalk 1200 Willow St.

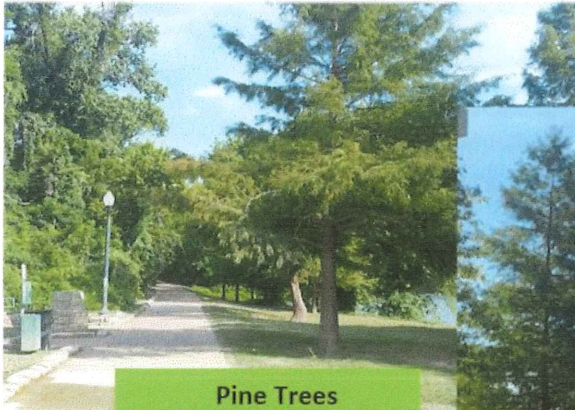




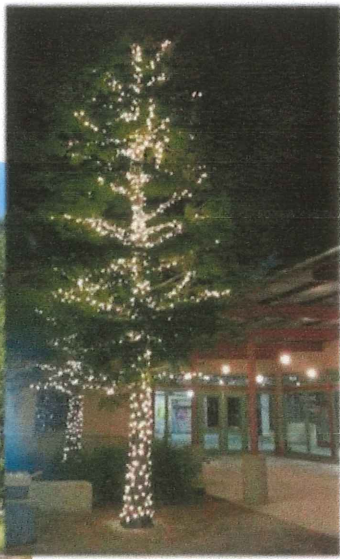
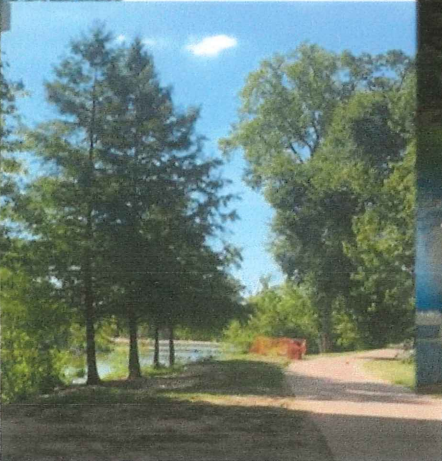
Lights hanging concept

- Warm white lights hanging down in areas throughout the trail for an intimate setting
- Not too low to prevent anyone reaching for them





Pine Trees
- Option to light pine trees similar in height throughout the trail



Light Tunnels
- Can explore the cost associated with building a light tunnel in the park, and/or in the trail

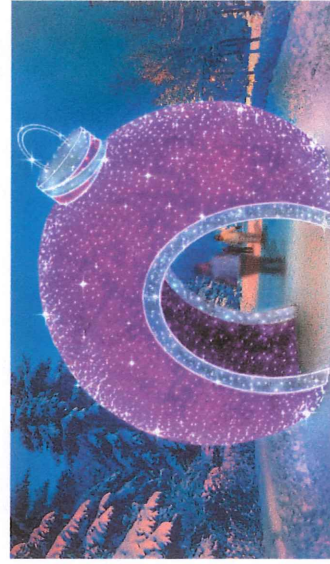
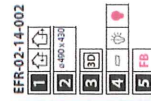
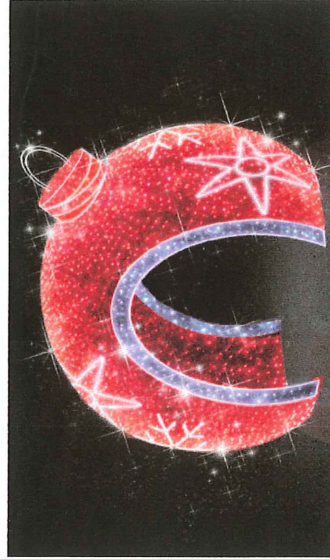
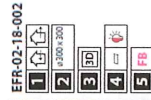
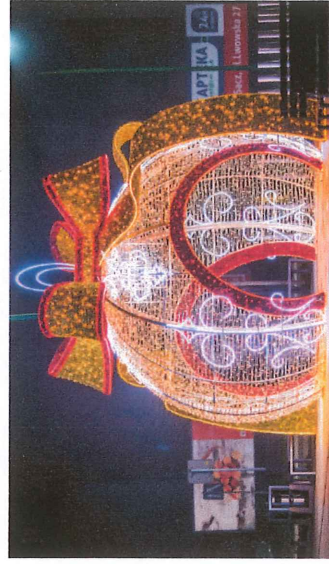
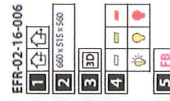
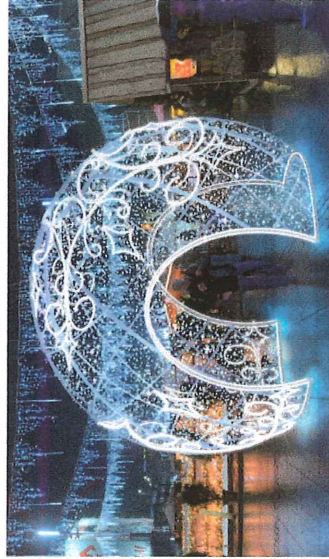
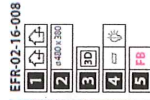
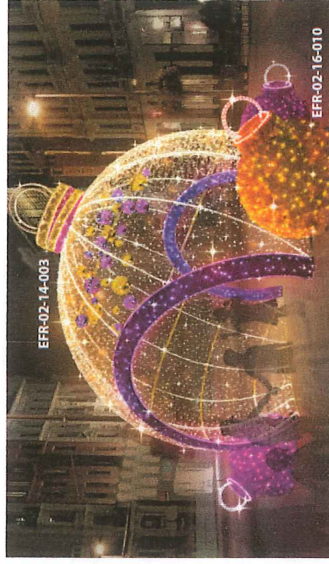
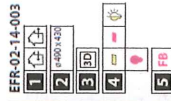
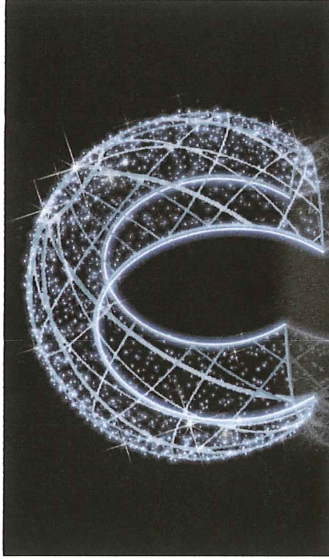
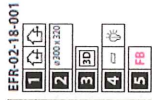


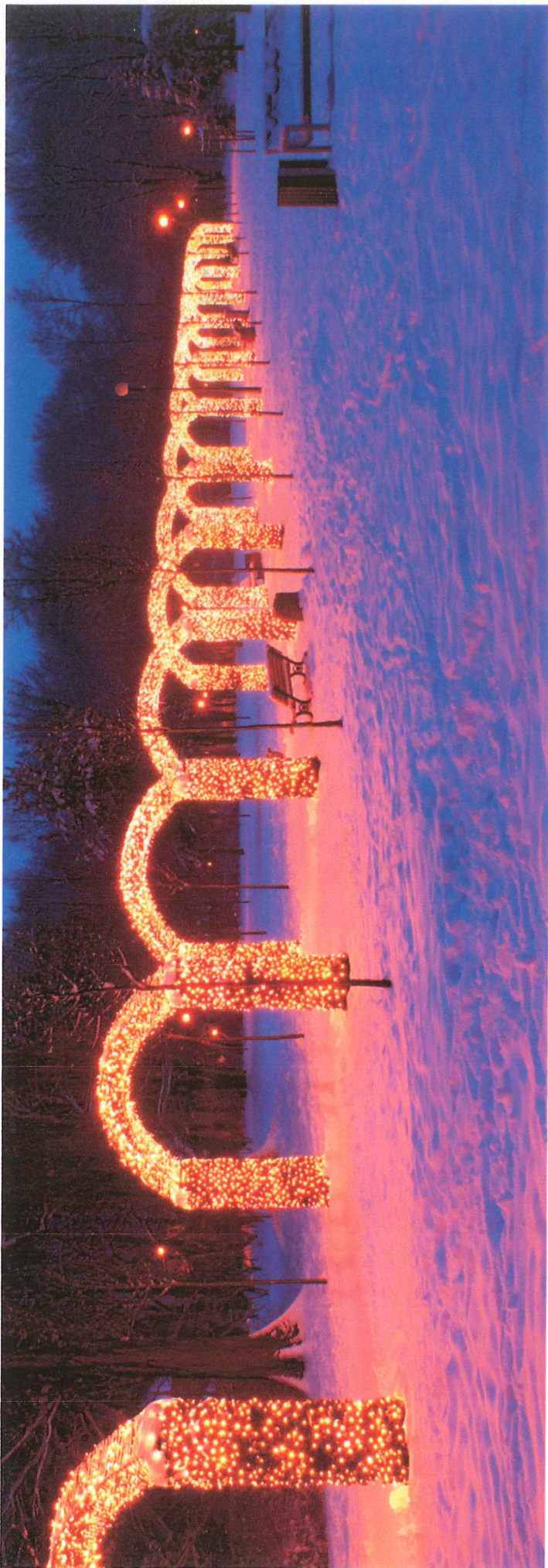
ALTERNATIVES TO THE OPTIONAL "TUNNEL" BID.

IF INTERESTED IN THESE OPTIONS, WILL NEED TO CALL
FOR PRICING.

Large Scale Outdoor Décor Options

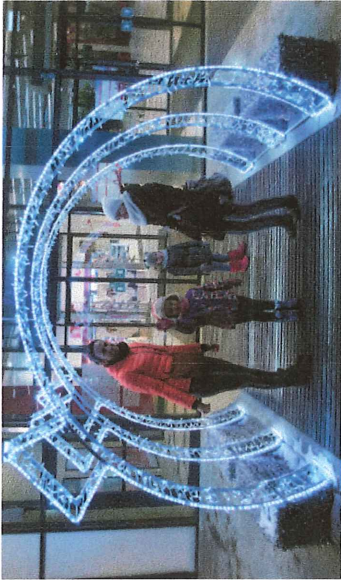
- Call for pricing which is dependent on timing of order



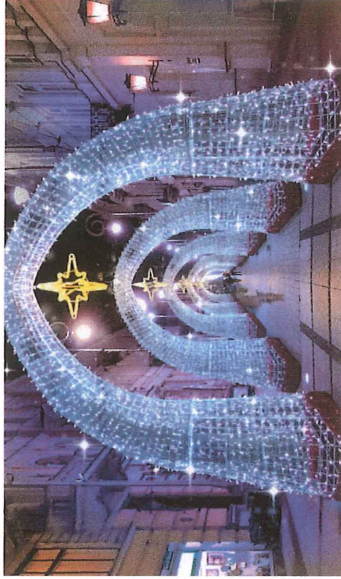


Garland Covered LED Illuminated Arches

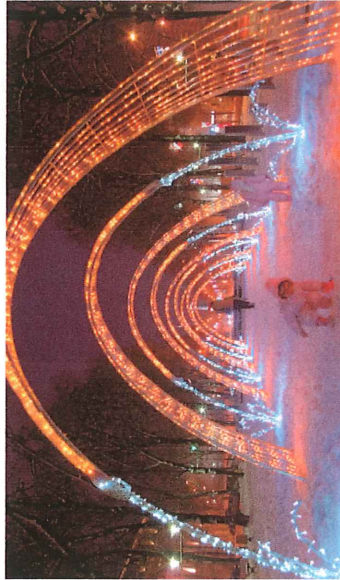
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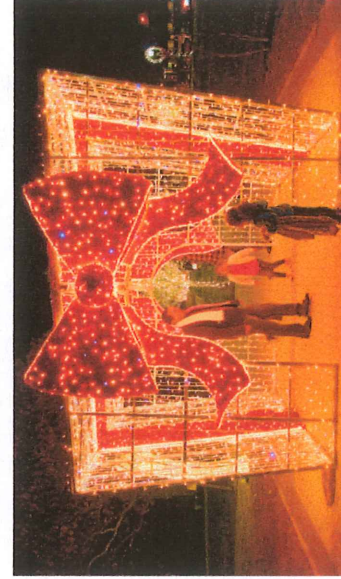
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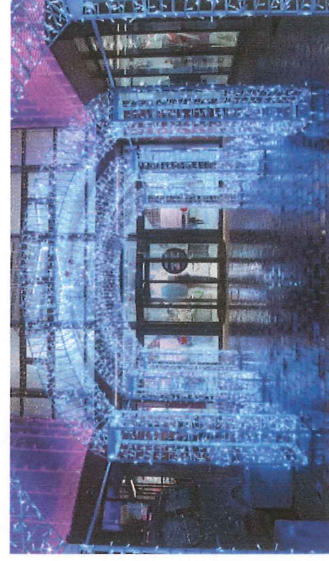
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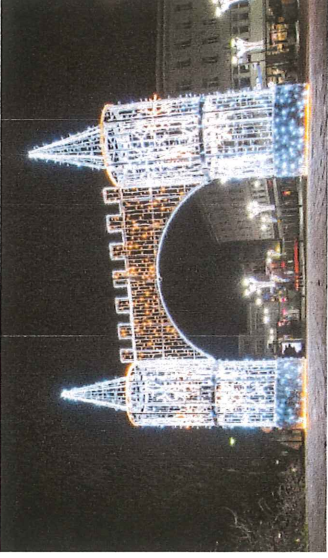
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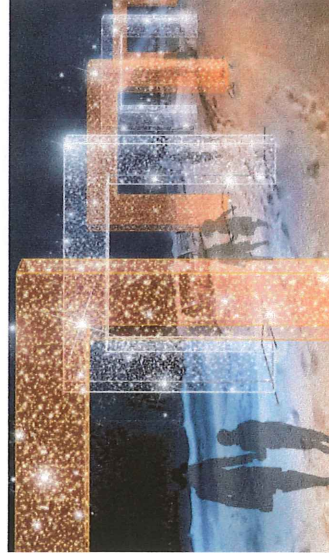
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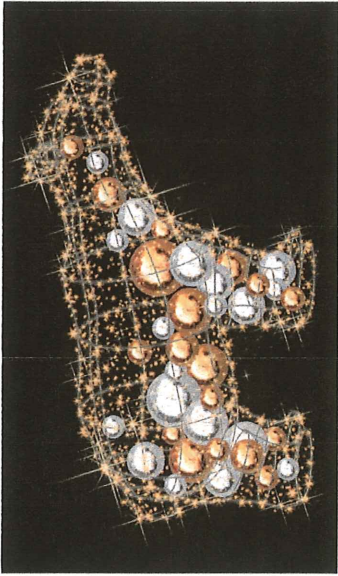
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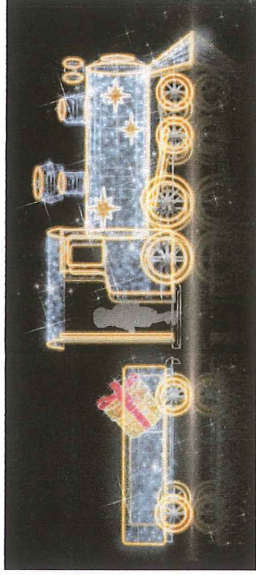
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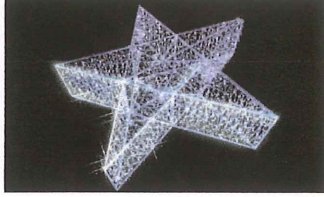
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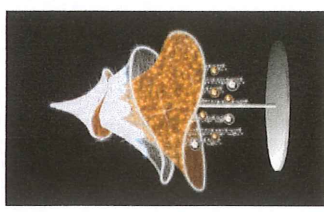
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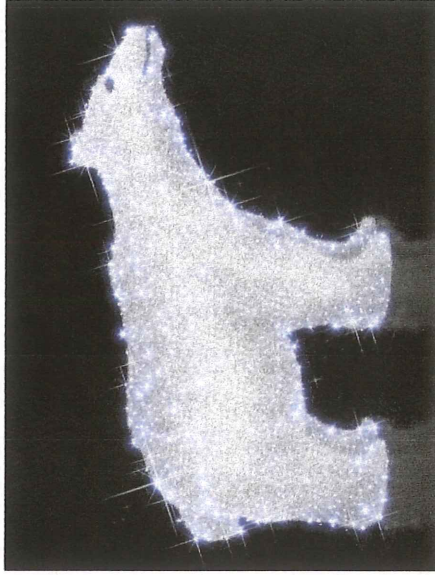
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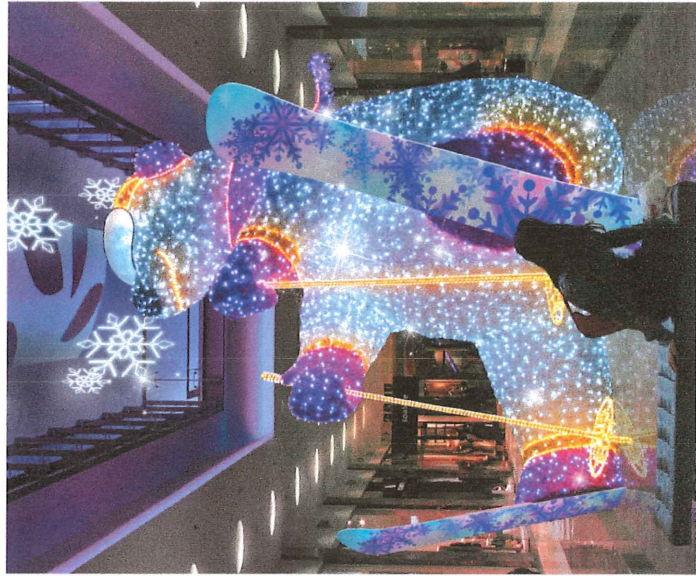
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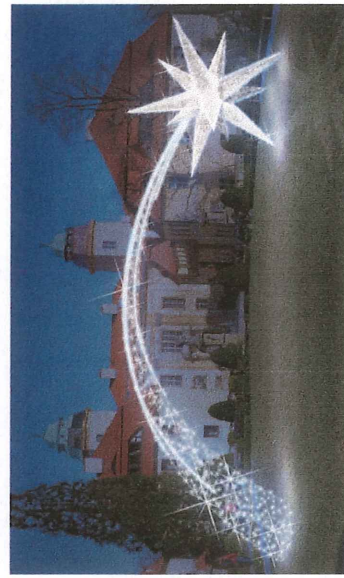
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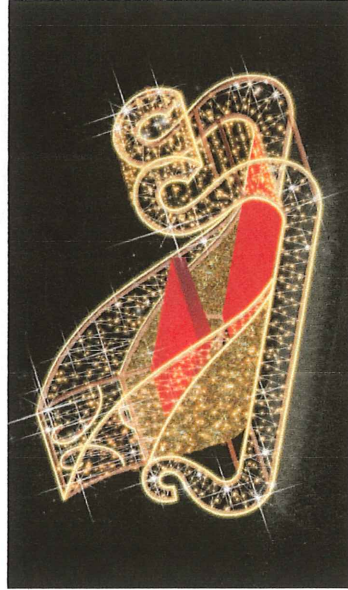


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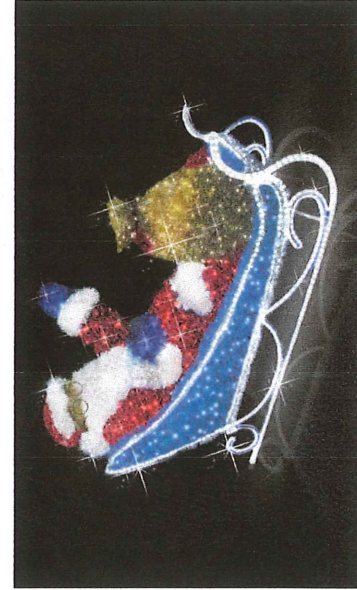
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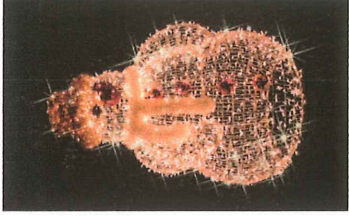
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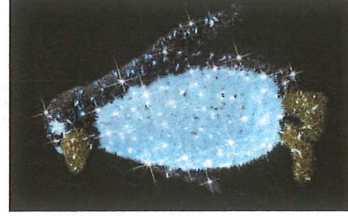
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EFP-07-14-001
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ORIGINAL

City of Bastrop
REQUEST FOR PROPOSAL

PROPOSAL REFERENCE NUMBER: PK-2018-01

**PROJECT TITLE: HOLIDAY LIGHTING AND DECORATION
LEASE, INSTALLATION, MAINTENANCE,
AND REMOVAL**

Projected Dates and Times with Respect to this RFP:

Request for Proposal Release Date	May 31, 2018
Proposal Due and Opening	June 15, 2018
City Council Approval	July 10, 2018

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

Contact: David Junek, Parks and Recreation Superintendent at
djunek@cityofbastrop.org.



The City of Bastrop is accepting Competitive Sealed Proposals for **HOLIDAY LIGHTING AND DECORATION LEASE, INSTALLATION, MAINTENANCE, AND REMOVAL** for the period of November 2018 through January 2019.

THE COMPLETE ORIGINAL BID PACKET MUST BE SUBMITTED. Documents will be received by the City Secretary's office, located at 1311 Chestnut Street, PO Box 427, Bastrop, Texas 78602 **UNTIL 2:00 P.M. LOCAL TIME, Friday, June 15, 2018.** Proposals will be publicly opened and read aloud on that day for products/services listed above.

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

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

Any technical questions should be directed to David Junek, Parks and Recreation Superintendent at djunek@cityofbastrop.org.

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

David Junek, Parks and Recreation Superintendent

BIDDERS-READ VERY IMPORTANT

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

- PROPOSAL PACKET:** You must submit every document specified in the proposal packet.
- PERIOD OF CONTRACT:** Contract will be for the period of November 2018 through January 2019 with an option to renew for one (1) year periods for a maximum of three (3) years.
- GENERAL CONDITIONS:** This contract shall be for the primary purpose of providing, installing, maintaining, and removing holiday lighting and decorations at the following locations:
- Fisherman's Park/June Hill Pape Riverwalk Trail
 - Downtown Bastrop
- Funding for this project is contingent upon approval by the City Council in the FY19 budget year.**
- The City of Bastrop reserves the right to purchase services from the next two lowest proposals should the primary vendor (low bidder) be unable to supply the requirements of the City. The next lowest bidder shall be called, if also unable to supply, the third lowest bidder shall be called. If none of the three lowest bidders are able to supply services as required, the City of Bastrop reserves the right to purchase services on the open market.
- ORDERING:** Services provided (which includes leased materials) under this contract shall be ordered by the issuance of a purchase order by the City of Bastrop.
- CANCELLATION OF CONTRACT:** The City of Bastrop may terminate this contract with a thirty (30) day written notice.
- INVOICING AND INSURANCE:** Invoices and insurance will be sent to the following:
City of Bastrop Public Works Department
C/O Parks and Recreation Superintendent
PO Box 427
Bastrop, TX 78602
- NON-APPROPRIATION FUNDS:** Non-appropriation of funds for services or purchases by the City of Bastrop shall render this contract null and void.
- INSURANCE REQUIREMENTS:** Please read the City of Bastrop insurance requirements. Make sure you can meet them as listed. If you are awarded the bid, you must be able to obtain the necessary insurance within five (5) days.
- QUESTIONS:** Any technical questions regarding these specifications or contract may be directed to David Junek, Parks and Recreation Superintendent, at djunek@cityofbastrop.org on Monday through Friday, between the hours of 7:00 a.m. and 3:30 p.m.

INTENT

It is the intent of these specifications to describe the Holiday Lighting and Decoration Lease, Installation, Maintenance and Removal for which the City of Bastrop is requesting bids, in order to establish a one-season contract with an option to renew for one (1) year periods for a maximum of three (3) years.

- Following City Council approval, successful Proposer will be awarded a contract for one (1) holiday season from November 2018 through January 2019. If service has been satisfactory, the contract may be renewed for one (1) year periods for a maximum of three (3) years.
- The contract may be terminated by either party upon written thirty (30) days' notice prior to cancellation. Continuing non-performance of the vendor in terms of following specifications shall be a basis for termination by the City of this contract.
- The City may award orders to secondary vendors in cases where contract cannot be fulfilled by the primary source receiving the award.

MINIMUM SPECIFICATIONS

The City of Bastrop is requesting proposals for Holiday Lighting and Decoration Lease, Installation, Maintenance and Removal. Proposals should include the complete cost for the products and labor for lighting installation, maintenance, and removal. All products supplied are leased to the City of Bastrop for the entire contract period. All labor and products shall meet the City of Bastrop specifications included in this RFP.

Associated maps, locations, and representational photos of the holiday lighting and decorations are provided as "Exhibit A". A Bid Sheet is included as "Attachment A" and must be completed and submitted with Proposal. Totals from the Bid sheet must be reflected on "Exhibit A". Additional information, including qualifications, staffing, and safety plan, must be completed and submitted on "Attachment B".

The Contractor shall install holiday lighting and decorations between Monday, November 5, 2018 and Tuesday, November 20, 2018. Following the holiday season, the Contractor shall remove holiday decorations and lighting from January 7, 2019 through Tuesday, January 15, 2019. The Contractor shall provide repair and/or service of lights that malfunction during the contract period.

LIQUIDATED DAMAGES FOR DELAY

LIQUIDATED DAMAGES FOR DELAY: Time is of the essence in the completion of projects under this contract because the completion of these projects is for a specified holiday season. While it is difficult to determine the exact amount of damages which the City of Bastrop and the citizens and taxpayers of Bastrop may suffer as a result of any delay in the completion of projects under this contract, it is recognized by all parties to this contract that such damages will occur in the event of failure to complete projects as outlined in paragraph two of Minimum Specifications. Accordingly, for each and every day a project list remains in an unfinished state after the expiration of the time for completion specified in paragraph two of Minimum Specifications, the City of Bastrop shall withhold and deduct from the Contractor's total compensation and payment under this contract the sum per day given in the following schedule, as liquidated damages.

Amount of Contract

Amount of Liquidated Damages

Less than \$5,000	\$60.00 per day
\$5,000 to \$14,999.99	\$80.00 per day
\$15,000 to \$24,999.99	\$100.00 per day
\$25,000 to \$49,999.99	\$120.00 per day
\$50,000 to \$99,999.99	\$160.00 per day
\$100,000.00 to \$1,000,000.00	\$240.00 per day

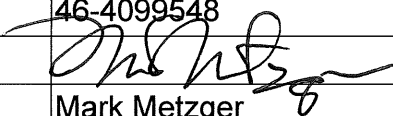
More than \$1,000,000.00

\$500.00 per day

This provision is understood to be a good faith attempt to settle upon an estimate of the actual damages that will be suffered by the City of Bastrop as a result of any delay in completing this contract within the above specified time, and this provision is accepted by the Bidder and the City of Bastrop as such. This provision shall not in any way be construed to impose a "penalty" upon the Bidder.

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

SIGNATURE AND COMPANY INFORMATION

Company Name	Décor IQ
Mailing Address	25014 Kiowa Creek
Physical Address	"same as above"
City, State, Zip Code	San Antonio, Texas, 78255
Phone Number	210-831-0874
Fax Number	n/a
Email Address	mmetzger@decoriq.net
Tax ID Number	46-4099548
Signature of Authorized Agent	
Printed Name of Authorized Agent	Mark Metzger
Title	Co-owner, Vice President
Date	June 14, 2018

SUBMITTAL OF PROPOSAL

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

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

Mailing Address or Hand Delivery or Delivery Service

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

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

(RETURN ADDRESS)

(STAMP)

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

PROPOSAL REFERENCE NUMBER: PK-2018-01

PROPOSAL DUE DATE AND OPENING: Friday, June 15, 2018 at 2:00 P.M.

PROJECT NAME: HOLIDAY LIGHTING AND DECORATION LEASE, INSTALLATION AND REMOVAL

SUPPLEMENTAL INFORMATION

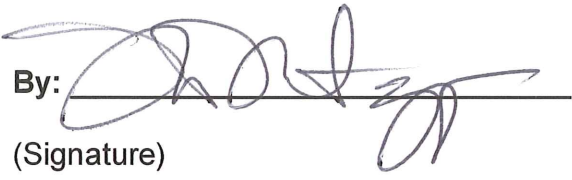
AFFIDAVIT OF NO PROHIBITED INTEREST

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

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

Décor IQ

Name of Contractor

By: 

(Signature)

Mark Metzger

(Print Name)

Co-Owner, Vice President

(Title)

Date: 6-15-2018

STATE OF Texas §

COUNTY OF Bastrop §

SUBSCRIBED AND SWORN TO before me this 15TH day of June, 2018.

Traci X Chavez



Notary Public, State of Texas

STATE RECIPROCAL REQUIREMENT

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

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

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

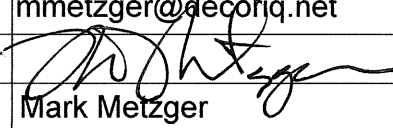
NON-COLLUSION STATEMENT

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

EXECUTION OF OFFER

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

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

Company Name	Décor IQ
Mailing Address	25014 Kiowa Creek
Physical Address	"same as above"
City, State, Zip Code	San Antonio, Texas, 78255
Phone Number	210-831-0874
Fax Number	
Email Address	mmetzger@decoriq.net
Signature of Authorized Agent	
Printed Name of Authorized Agent	Mark Metzger
Title	Co-Owner/Vice President
Date	June 14, 2018

ACCOUNTS REFERENCE LISTING

All proposers should enclose an Accounts Reference Listing, having a minimum of three (3) customers where the proposer has supplied the items and services listed in this bid.

Please provide company name, contact person, address, phone number and email address (if known).

Company Name	Contact Person	Address	Phone Number	Email Address (if known)
The Pearl	Natalie Smith	303 Pearl Parkway, S.A., TX 78215	210-487-0873	nsmith@pearlbrew
City of Round Rock	Dave Buzzell	221 East Main ST. Round Rock TX	210-218-5447	
City of Georgetown	Trish Long	113 E. 8th St. Georgetown, TX 78626	512-931-0714	trish.long@george
City of San Marcos	Samantha Armbrus	317 N. LBJ Dr. San Marcos TX 78666	512-393-8430	

COMPANY NAME: Décor IQ

SIGNATURE: 

PRINTED NAME: Mark Metzger

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

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

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

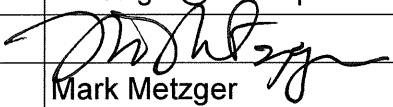
The City of Bastrop recognizes the certifications of both the State of Texas General Services Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact

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

OR

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

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

Company Name	Décor IQ
Mailing Address	25014 Kiowa Creek
Physical Address	"same as above"
City, State, Zip Code	San Antonio, Texas, 78255
Phone Number	210-831-0874
Fax Number	n/a
Email Address	mmetzger@decoriq.net
Signature of Authorized Agent	
Printed Name of Authorized Agent	Mark Metzger
Title	Co-owner/Vice President
Date	June 14, 2018

CHECK ALL THAT APPLY:

- Minority-Owned Business Enterprises
- Women-Owned Business Enterprises
- Disadvantaged Business Enterprises

CITY OF BASTROP
COOPERATIVE PURCHASING FORM

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

Yes

No

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

CITY OF BASTROP
INDEMNIFICATION

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

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

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

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

INDEPENDENT CONTRACTOR

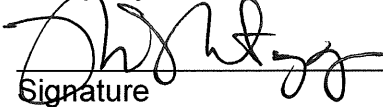
Contractor acknowledges that Contractor is an independent contractor of the City and that Contractor is not an employee, agent, official or representative of the City. Contractor shall not represent, either expressly or through implication, that Contractor is an employee, agent, official or representative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

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

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

Décor IQ

Company Name



Signature

Co-Owner/Vice President

June 14, 2018

Title

Date

CITY OF BASTROP
INSTRUCTIONS TO PROPOSER

1. ELIGIBLE PROPOSERS

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

2. PROPOSAL DELIVERY

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

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

3. PROPOSAL DOCUMENTS

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

Location of Documents: The Department Head or designee issues Proposals. The location and method of contact is specified in the advertisement and the Proposal.

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

Taxes: Purchases of goods or services for City use are usually exempt from City, State, and most Federal Taxes. Proposals may not include exempted taxes. The successful Proposer should request a Tax Exemption Certificate from the Finance Department if needed. Under no circumstances shall the City be liable to pay taxes for which the City has an exemption.

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

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

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

Signature: The Proposer must sign each document in the proposal requiring a signature (when applicable). If addenda are issued, the Proposer must initial any physical change made to the proposal.

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

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

Proposal Preparation Costs: All costs associated with preparing a Proposal in response to a solicitation shall be borne by the Proposer.

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

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

4. SUBMISSION OF PROPOSAL

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

- “original” signed Proposal packet;
- one (1) copy of original Proposal packet;
- flash drive of completed Proposal packet documents

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

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

5. MODIFICATIONS OR WITHDRAWAL OF PROPOSAL

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

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

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

6. OPENING OF PROPOSALS

The Parks and Recreation Department representative responsible for opening Proposals shall confirm the time and announce the RFP opening. The representative shall then personally and publicly open and read aloud all Proposals received on time.

7. EVALUATION FACTORS AND AWARD

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

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

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

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

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

Reservations: The City expressly reserves the right to:

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

8. POST-BID DOCUMENTS REQUIRED FROM SUCCESSFUL PROPOSER

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

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

9. CONTRACTOR SELECTION

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

10. COMPLIANCE WITH LAWS

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

**CITY OF BASTROP
STANDARD TERMS AND CONDITIONS**

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

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

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

2. SHOULD YOU CHOOSE NOT TO BID, FAILURE TO RETURN THE FORM STATING YOUR REASON FOR NOT BIDDING BEFORE THE RESPONSE DUE DATE/TIME MAY RESULT IN REMOVAL OF YOUR FIRM FROM THE BIDDER'S LIST.
3. **These Standard Terms and Conditions apply to any procurement of product or services.**
4. **MAKE-MODEL:** Please quote as listed or give equal. If item offered is other than as indicated, Proposer must state make, model, and part number of product quoted. Equality will be determined by the specifications.
5. **SPLIT-AWARDS:** The City of Bastrop reserves the right to award a separate contract to separate vendors for each item/group, or to award one contract for an entire bid.
6. **ALTERNATE AWARD:** The City of Bastrop reserves the right to award a vendor bid as an “ALTERNATE AWARD”. The alternate vendor's bid shall remain in effect for the term of the awarded contract. Should the primary vendor become unable or unwilling to complete the contract term; the alternate vendor will be notified in writing of their official contract and start date. All terms and conditions of the original Proposal will remain in effect.
7. **PRICING:** Funding is contingent upon approval by the City Council for the project in the Fiscal Year 2019 budget which begins October 1, 2018. Price(s) quoted must be held firm until that date to allow for evaluation unless otherwise noted in the bid document.

8. **PAYMENT TERMS:** All Payment terms shall be net 30, and shall be made on approved invoices in accordance with the Texas Prompt Payment Act.
9. **SPECIFICATION-SAMPLES:** Any catalog, brand name, or manufacturer's reference in the Request for Proposal is descriptive and NOT restrictive, and is used to indicate type and quality level desired for comparison unless otherwise noted. Bids on brands of like nature and quality will be considered unless specifically excluded. If bidding on other than reference, Proposal must certify article offered is equivalent to specifications. Samples, if required, shall be furnished free of expense to the City. **SAMPLES SHOULD NOT BE ENCLOSED WITH PROPOSAL UNLESS REQUESTED.**
10. **DELIVERY PROMISE-PENALTIES:** Proposals MUST show the number of calendar days required to placing the materials in the possession of the City. DO NOT quote shipping dates. Consistent failure of a Proposer to meet delivery promises without valid reason may be cause for removal from the Bidder's List. When Delivery delays can be foreseen, the Proposer shall give prior notice to the designated City contact who shall have the right to extend the delivery due date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.
11. **PACKAGING:** Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free delivery and storage.
12. **CORRESPONDENCE:** The proposal reference number must appear on ALL correspondence, inquiries, etc., pertaining to the bid/quotation.
13. **PATENT RIGHTS:** The vendor agrees to indemnify and hold the City harmless from any and all claims involving patent right infringement or copyrights on goods supplied.
14. **EVALUATION:** Response to specification is primary in determining the Lowest Responsible Bid.
15. **FUNDING:** The City of Bastrop is a home-rule, municipal, government operated and funded on October 1st to September 30th fiscal year; accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available
16. **ASSIGNMENT:** The successful bidder shall not assign, sell, transfer or convey this contract in whole or in part, without the prior written consent of the City.
17. **AUDIT:** The City of Bastrop reserves the right to audit the records, as it pertains to this proposal, and performance of the successful bidder during the term of the contract and for three years after the contract is completed.

18. **INSURANCE:** The City requires vendor(s) to carry the minimum insurance as required by State Law.
19. **PROTEST:** All protests regarding the Proposal solicitation process must be submitted in writing to the Department Head or designee listed in this document within five (5) working days following the opening of Proposals. This includes all protests relating to advertising of Proposal notices, deadlines, openings, and all other related procedures under the Local Government Code, as well as any protest relating to alleged improprieties with the bidding process.
 - This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Council by contacting the City Secretary. All staff recommendations will be made available for public review prior to consideration by the City Council.
 - Failure to Protest within the time allotted shall constitute a waiver of any protest.
20. **BID SUMMARY SHEET:** Proposer desiring a copy of the bid summary/tabulation may request same by enclosing a self-addressed stamped envelope with Proposal. **BID RESULTS WILL NOT BE GIVEN BY TELEPHONE.** If you have any questions, please contact the City of Bastrop Public Works Department (512) 332-8920.
21. **LATE PROPOSALS:** Proposals received in the City Secretary's office after submission deadline shall be returned unopened and will be considered void and unacceptable. The City of Bastrop is not responsible for lateness of mail, carrier, etc.
22. **ALTERING PROPOSALS:** Proposals cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the Proposal, guaranteeing authenticity.
23. **PRESENTATION OF PROPOSALS:** No oral, telegraphic, telephonic, or facsimile Proposals will be considered.
24. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or effect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made by the City of Bastrop in writing.
25. **ADDENDUMS:** Any interpretations, corrections, or changes to this Proposal and Specifications will be made by an addendum. Sole authority to issue addendum shall be vested in the City of Bastrop. Addendum will be sent to all who are known to have received a copy of the Request for Proposal. Proposers shall acknowledge receipt of all addendums by signing and returning in proposal packet (if requested).
26. **INDEMNIFICATION:** Contractor Shall, release, defend, indemnify and hold harmless the City and its officers, agents and employees from and against all damages, injuries (including death), property damages (including loss of use),

losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to, or resulting from the performance of the work or caused by the negligent act or omission of contractor, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom contractor is legally responsible (hereinafter "claims"). Contractor is expressly required to defend City against all such claims.

In its sole discretion, City shall have the right to select or to approve defense counsel to be retained by contractor in fulfilling its obligation hereunder to defend and indemnify city, unless such right is expressly waived by City in writing. City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of contractor's obligation to defend City or as a waiver of contractor's obligation to indemnify City pursuant to this contract. Contractor shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this contract. If contractor fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and contractor shall be liable for all costs incurred by City.

27. **TERMINATION FOR DEFAULT:** The City of Bastrop reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to either: 1) meet delivery schedules; or 2) otherwise conform to these specifications. Breach of contract or default authorizes the City to award bid to another bidder, purchase elsewhere, and charge the full increase in cost and handling to the defaulting successful bidder.
28. **TESTING:** City of Bastrop reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.
29. **REMEDIES:** The successful bidder and City of Bastrop agree that each party have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
30. **VENUE:** This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Bastrop County, Texas.
31. **SILENCE OF SPECIFICATION:** The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial products and practices are to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the specifications in this bid shall be made on the basis of this statement. The items furnished under this contract shall be new, unused,

of the latest product in production to commercial trade, and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

32. **NO BIDS:** If bidder does not wish to bid at this time but wishes to remain on the bid list for this product/service, please submit a "NO BID" by the same time and at the same location as stated for bidding. If response is not received in the form of a "BID" or "NO BID" for three (3) consecutive request for bids/quotes, bidder shall be removed from bid list. If, however, you choose to "NO BID" this product and/or service and wish to remain on bid list for other commodities and/or services, please state particular product and/or service under which you wish to be classified. The City of Bastrop is very conscious and extremely appreciative of the time and effort you have expended to submit a bid. We would appreciate you indicating on your "NO BID" response any requirements of this bid request, which may have influenced your decision to "NO BID".
33. **F.O.B/DAMAGE:** Bids shall be F.O.B. inside Delivery, Municipal Facility, Bastrop, Texas, and shall include all delivery and packaging costs. The City of Bastrop assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.
34. **BID OPENINGS:** All Proposals submitted will be read at the City's regularly scheduled bid opening for the designated project. **However, the reading of a Proposal at bid opening should not be construed as a comment on the responsiveness of such Proposal or as any indication that the City accepts such Proposal as responsive.**

The City will make a determination as to the responsiveness of Proposals submitted based upon compliance with all applicable laws, City of Bastrop purchasing guidelines, and project documents, including but not limited to the project specifications and contract documents. The City will notify the successful Proposer upon award of the contract and, according to state law, all Proposals received will be available for inspection at that time.

35. **TERMS:** The terms and conditions of the Proposal will be considered when evaluating for award. The City will compute and consider prompt payment discounts, if any, offered by a vendor in determining the low bid.
36. **NAME BRANDS:** Specifications may reference name brands and model numbers. It is not the intent of the City Of Bastrop to restrict these Proposals in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to existing like items. Offerors may offer items to equal stature and

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

37. **RIGHT OF INSPECTIONS:** City shall have the right to inspect the goods upon delivery before accepting them. Vendor shall be responsible for all charges for the return to vendor of any goods rejected as being nonconforming under the specifications.
38. **CONTRACT RENEWALS:** Renewals may be made ONLY by written agreement between the City of Bastrop and the offeror.
39. **TITLE AND RISK OF LOSS:** The title and risk of loss of goods shall not pass to the City of Bastrop until the City actually receives and takes possession of the goods at the point (s) of delivery, after inspection and acceptance of goods.
40. **CONFLICT OF INTEREST:** The Contractor covenants and agrees that Contractor and its officers, employees, and agents will have no interest, including personal financial interest, and will acquire no interest, either directly or indirectly, which will conflict in any manner with the performance of the services called for under this Contract. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or services, except on behalf of the City or in compliance with the provisions of the City of Bastrop Personnel Policies and Procedures Manual. Any violation of this provision shall render this contract voidable at the discretion of the City.
41. **TARGET BASTROP:** In performing this contract, Contractors agrees to use diligent efforts to purchase all goods and services from Bastrop businesses whenever such goods and services are comparable in availability, quality, and price.
42. **DISABILITY:** In accordance with the provisions of the Americans With Disabilities Act of 1990 (ADA), Contractor warrants that it and any and all of its subcontractors will not unlawfully discriminate on the basis of disability in the provision of services to general public, nor in the availability, terms and/or conditions of employment for applicants for employment with, or employees of Contractor or any of its subcontractors. **Contractor warrants it will fully comply with ADA's provisions and any other applicable federal, state and local laws concerning disability and will defend, indemnify and hold City harmless against any claims or allegations asserted by third parties or subcontractors against City arising out of Contractor's and/or its subcontractor's alleged failure to comply with the above-referenced laws concerning disability discrimination in the performance of this contract.**

43. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the contract, in whole or in part, without cause any time upon thirty (30) days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease placing orders and all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent funds are appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
44. **NO THIRD-PARTY BENEFICIARY:** For purposes of this contract, including its intended operation and effect, the parties to this contract specifically agree and contract that: (1) the agreement only affects matters/disputes between the parties to this contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entity may be in a contractual relationship with City or Contractor or both; and (2) the terms of this contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or Contractor.
45. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A prospective bidder must affirmatively demonstrate bidder's responsibility. The City of Bastrop may request representation and other information sufficient to determine bidder's ability to meet these minimum standards including but not limited to:
- A. Have adequate financial resources, or the ability to obtain such resources as required;
 - B. Be able to comply with the required or proposed delivery schedule;
 - C. Have satisfactory record of performance;
 - D. Have a satisfactory record of integrity and ethics;
 - E. Be otherwise qualified and eligible to receive an award.
46. **NON-RESIDENT BIDDERS:** Texas Government Code, Chapter 2252: Non-resident Bidders. Texas law prohibits cities and governmental units from awarding contracts to a non-resident unless the amount of such bid is lower than the lowest bid by a Texas resident by the amount a Texas resident would be required to underbid in the non-resident bidder's state.
47. **ALTERNATE AWARD:** The City of Bastrop reserves the right to award a vendor's bid as an "ALTERNATE AWARD". The alternate vendor's bid shall remain in effect for the term of the awarded contract. Should the primary vendor become unable or unwilling to complete the contract term, the alternate vendor will be notified in writing of their official contract and start date. All terms and conditions of the original bid will remain in effect.

NO BID SHEET FOR

PK-2018-01

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

**City of Bastrop
Parks & Recreation Department
1209 Linden Street
PO Box 427
Bastrop, TX 78602**

Please check the items that apply:

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

Company Name:

Authorized Officer or Agent Signature:

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

INSURANCE COVERAGE REQUIRED

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

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

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

1. *Worker' Compensation*

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

2. *General Liability*

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

3. *Auto Liability*

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

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

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

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

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

WHAT IS A “CONFLICTS DISCLOSURE STATEMENT” AND DO I HAVE TO FILE ONE?

What is H.B. 914?

Effective January 1, 2006, H.B. 914 requires any vendor that wishes to conduct business or be considered for business with a city to file a “conflict of interest questionnaire.” The conflict of interest questionnaire (FORM CIQ) is available online at www.ethics.state.tx.us.

What vendors are subject to H.B. 914?

- Any person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity; and
- An agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity.

Does this include a person who buys city property?

The bill appears to apply to all persons or businesses who conduct business with a city, including those who submit bids on city contracts, make purchases of surplus city property, or participate in any other purchase or sales transactions with a city.

With whom should the statement be filed?

The statement will be filed with the City of Bastrop City Secretary’s Office, 1311 Chestnut Street, Bastrop, TX. 78602

Who must file a “conflict of interest questionnaire”?

Any person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a city (including submitting a bid on a city contract) must file a questionnaire.

To what type of contracts does the bill apply?

As written, the bill appears to apply to any purchase or sale made by the city. When must a vendor file the conflict of interest questionnaire? A person who wishes to conduct business with a city must file a questionnaire no later than

seven days after the date the person begins contract discussions or negotiations with the city, or submits an application or response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with a city.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

Mark Metzger

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

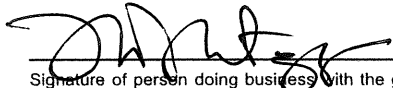
B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

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

June 14, 2018
Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY

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

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

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

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies (with a few exceptions) only to a contract between a business entity and a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

Changed or Amended Contracts:

Form 1295 is only required for a change made to an existing contract in certain circumstances: (1) if a Form 1295 was not filed for the existing contract, then a filing is only required if the changed contract either requires an action or vote by the governing body or the value of the changed contract is at least \$1 million; or (2) if a Form 1295 was filed for the existing contract, then another filing is only required for the changed contract if there is a change to the information disclosed in the Form 1295, the changed contract requires an action or vote by the governing body, or the value of the changed contract increases by at least \$1 million.

As required by law, the Commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The Commission also adopted rules ([Chapter 46](#)) to implement the law. The Commission does not have any additional authority to enforce or interpret section 2252.908 of the Government Code.

Filing Process:

A business entity must use the [Form 1295 filing application](#) the Commission created to enter the required information on Form 1295 and print a copy of the completed form. Once entered into the filing application, the completed form will include a unique certification number, called a "certification of filing."

An authorized agent of the business entity must sign the printed copy of the form affirming under the penalty of perjury that the completed form is true and correct.

The completed, printed, and signed Form 1295 bearing the unique certification of filing number must be filed with the governmental body or state agency with which the business entity is entering into the contract.

Acknowledgement by State Agency or Governmental Entity:

The governmental entity or state agency must acknowledge receipt of the filed Form 1295 with the certification of filing, using the Commission's filing application, not later than the 30th day after the date the governing body or state agency receives the Form 1295. The Commission will post the completed Form 1295 to its website within seven business days after the governmental entity or state agency acknowledges receipt of the form.

Additional Information:

Section 2252.908, Government Code.

Certificate of Interested Parties ([Form 1295](#))**

****This is a sample form for illustration purposes only. DO NOT FILL OUT THIS SAMPLE FORM. Form 1295 MUST BE FILED ELECTRONICALLY! Paper copies and PDF copies of this sample form are not accepted!**

[Chapter 46](#), Ethics Commission Rules (includes new rule 46.4, regarding changes to contracts, which went into effect on January 1, 2017)

[Frequently Asked Questions](#)

Last Revision: December 21, 2017

Form TGC 2270
VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

Contract identifier: _____
Department: _____

By signing below, Company hereby verifies the following:

1. Company does not boycott Israel; and
2. Company will not boycott Israel during the term of the contract.

SIGNED BY: _____

Print Name of Person: Mark Metzger
Signing, Title, and Company: Co-owner, Vice President Decor IQ

Date signed: 6-15-2018

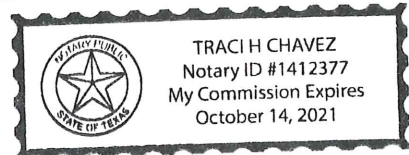
STATE OF TEXAS §
COUNTY OF Bastrop §

BEFORE ME, the undersigned Notary Public on this day personally appeared Mark Metzger (Name), on behalf of Decor IQ (Company) who being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN AND SUBSCRIBED TO before me, this 15TH day of June, 2018.

Traci Chavez
NOTARY OF PUBLIC,
FOR THE STATE OF TEXAS

My Commission Expires:
Oct. 14, 2021



Government Code § 2270.002. Provision Required in Contract
Effective: September 1, 2017

A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

The following definitions apply:

(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

(2) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

(3) "Governmental entity" means a state agency or political subdivision of this state.

State law requires verification from a Company for contracts involving goods or services (regardless of the amount) before the City can enter into the contract.

CHRISTMAS LIGHT INSTALLATION CONTRACT

THIS CONTRACT made effective as of the ___ day of _____, 20__.

BETWEEN:

DecorIQ, LLC
25014 Kiowa Creek
San Antonio, TX 78255
(hereinafter called the "Installer")

- and -

The Customer Identified in Schedule "A" - Customer Information Attached Hereto and Made Part of this Contract
(hereinafter called "Customer")

Customer hereby retains Installer to provide the services and items set out in this Contract, on the following terms and conditions:

Terms and Conditions

1. Duties of Installer

- (a) Installer will perform the installation at the property identified in Schedule "A" (the "Property").
- (b) The services and items to be supplied by Installer (collectively referred to as the "Display") are listed on Schedule "B" (attached hereto and made a part of this Contract by reference).
- (c) As far as possible, Installer will use Customer's written, verbal or pictorial description to design the Display, in accordance with the price quote contained on Schedule "A" hereof. If Customer requests any changes in design, color, or location after installation of the Display has begun, Customer may be charged additional installation fees.
- (d) Customer acknowledges that Installer cannot guarantee consistent light bulb orientation in the Display, due to the twisting nature of the light strands.
- (e) Installer will only use top quality products to complete the installation, including but not limited to longer-life bulbs, UL-rated outdoor extension cords, and commercial-grade specialty lighting.
- (f) Installer will use best efforts to ensure that no damage is done to the Property, however, Installer can make no guarantees in this regard. Installer's technicians will obtain Customer's consent before using staples, hooks or other fasteners that may damage the exterior of the Property.
- (g) Customer acknowledges that any changes to Customer's design may require additional supplies or labor, and may result in additional fees being charged. Changes requested by Customer to installations already in progress will be charged at the rate of \$60 per hour plus materials.
- (h) Upon completion, all displays shall be inspected by Contractor and a representative of Customer to ensure that the displays meet with Customer's approval.

- (i) Contractor shall have personnel available to respond to emergency repairs upon 48 hours' notice from _____ [insert date] to _____ [insert date]. Customer agrees to pay additional charges of \$60 per hour for any emergency call responses between 9 PM and 6 AM.
- (j) With respect to interior installations, Contractor shall not drill holes or insert fasteners or hardware into any wall or floor without Customer approval. All glue and tape residue must be removed when the displays are dismantled, and each area must be returned to its original condition. Contractor will be responsible for the cost to repair any damages that occur as a result of the installation or removal of the displays.
- (k) Installer shall not overload any electrical circuits with more lights than the circuit can safely accommodate.
- (l) All lights, cords, and décor items will remain the property of the installer unless otherwise provided by customer.
- (m) Removal of the Display is included in the installation fee, and will take place on a date mutually agreed to by the parties. Installer will dismantle the Display and store in the appropriate location. If display is leased, installer will provide storage for those particular items. When installing customer owned displays it is the customer's responsibility to store the display. If storage is needed the installer can provide for an additional cost.
- (n) Removal of the displays must be completed no earlier than _____ [insert date] and no later than _____ [insert date].

2. Invoices; Payments

- (a) Customer agrees to pay Contractor for the Services in accordance with the rates set out in the Price Quotation attached as Schedule "A".
- (b) Terms of the agreement are: 50% deposit, 25% after completion of installation and 25% after the Display is removed.
- (c) Invoices unpaid for more than 15 calendar days after the same become due will bear interest at the rate of 1.5% per month (18% per year), or the maximum amount allowed by law (whichever is higher), from the due date until paid.
- (d) Overdue payments will be applied firstly to accrued interest and secondly to the unpaid principal balance.
- (e) Damaged or missing items that are leased will be charged at full retail replacement cost.
- (f) If Customer wishes to dispute any item on Installer's invoice, the dispute must be made to Installer's Customer Service department at 214-728-4532 within 15 days of receipt of the invoice.

3. Responsibilities of Customer

- (a) Customer must ensure that the location(s) is/are empty and prepared for Contractor's employees to begin installing the displays on the agreed installation date, and that Contractor's employees will have clear and unblocked access to the location(s).
- (b) Customer must provide adequate electrical power to run the displays.

- (c) Customer agrees to provide bathroom facilities for Contractor's employees.
- (d) Customer is responsible for making sure that someone is at on site to allow Installer's employee's access to the Property on the agreed dates for installation and removal of the Display.
- (e) It is Customer's responsibility to ensure that the Display can be installed and completed according to the design. If Installer is unable to use standard fastening methods to install the Display due to non-standard or non-conforming elements of the Property (such as eaves, roof edges, porch railings, etc), additional charges may apply.
- (f) When installing banners on light poles, it is the responsibility of the customer to ensure that the poles can withstand the wind resistance against the banner. Installer will not be responsible for damages caused or incurred from the potential risk associated with this type of installation.

4. Safety Requirements

- (a) At all times when installation is blocking or impeding traffic thoroughfares, appropriate warning signs must be used to notify motorists and traffic cones placed to direct traffic around Contractor's crews during installation.
- (b) Contractor's employees shall wear appropriate safety gear at all times during the installations.
- (c) Contractor shall ensure that any aerial lifts, bucket trucks or other heavy equipment used in connection with the installations are operated only by properly licensed operators.

5. Disposal of Trash

Contractor shall be responsible for removal and proper disposal of all trash and debris created by the installations.

6. Cancellations

All cancellations must be in writing and signed by Customer or, if Customer is a body corporate or other entity, by an authorized representative of Customer. A cancellation by Customer within 72 hours of service is subject to a late cancellation fee of \$1000 plus and products purchased.

7. Installer's Right to Refuse Service

Installer reserves the right to refuse to install the Display if, in Installer's sole opinion:

- (a) installing the Display according to Customer's specifications may pose a hazard or create an unsafe environment for persons or property in the vicinity of the Display; or
- (b) any part of the Property upon which the Display is to be installed may be unsafe or pose a hazard for Installer's workers while preparing the site and/or installing the Display; or
- (c) Customer has failed to provide adequate power sources to run the Display.

8. Warranty

- (a) Installer will test all lights at the completion of the installation and will leave the Display fully functional. Leased items in the Display will include a warranty through the end of December and there is no warranty provided on customer owned items that were installed. The Installer will replace

any defective or non-working items within 48 hours upon being notified in writing by Customer. Items not covered under warranty will be billed at time and materials.

- (b) Installer will not be responsible for any defects or damage associated with weather conditions or vandalism, including but not limited to wind, rain, snow, ice, extreme cold or theft. Repairs will be billed at time and materials.

9. Installer Not Liable

Installer, its owners, employees, agents and subcontractors shall not be held liable for any damage to the Property due to the installation, including damage caused by light clips, staples, hooks or other means of attaching the Display according to Customer's approved design, or for losses suffered by Customer or other persons on Customer's property for inconvenience, personal discomfort, or temporary loss of use or enjoyment of the Property as a result of Customer's decision to retain Installer's services hereunder.

10. Taxes

Contractor shall be responsible for remitting its own income taxes, worker's compensation and other employment taxes.

11. Permits and Licenses; Compliance with Laws

Contractor shall procure any required permits or licenses, pay all charges, taxes and fees, and give all notices necessary and incidental to the provision of its services. Contractor shall comply with all federal, state, county and municipal laws, regulations and codes pertaining to the performance of its obligations hereunder.

12. Indemnification

Contractor shall defend, indemnify and hold harmless Customer, its officers, directors, employees, agents and representatives from and against any and all actions, costs, claims, losses, expenses and/or damages, including legal fees, whether incurred prior to the institution of litigation, during litigation, or on appeal arising out of or resulting from the conduct of any activity hereby authorized or the performance of any requirement imposed pursuant to this Contract, however caused or occasioned, unless caused by the willful misconduct or gross negligence of Customer.

13. Insurance

Installer agrees to maintain, at its sole expense, comprehensive general liability insurance at a minimum amount of \$1,000,000.00, and to indemnify and hold Customer harmless from any and all claims arising from any negligent act or omission of Installer. Installer is responsible for carrying worker's compensation insurance on its employees. Installer shall provide Customer with proof of any such insurance, upon request.

14. Marketing Rights

Installer reserves the right, and Customer hereby grants Installer the right, to use photographs and/or video images of the Property for Installer's marketing purposes.

15. Independent Contractor

The parties agree that Installer is an independent contractor, and that this Contract does not create a relationship of employment, partnership, joint venture or otherwise between the parties.

16. Miscellaneous Provisions

- (a) This Contract constitutes the entire agreement, whether written or verbal, between the parties with respect to the subject matter hereof, and shall not be supplemented, modified or amended except by an instrument in writing executed by both parties.
- (b) Installer shall not be held liable for any delay or inability to perform its obligations hereunder due to accidents, acts of God, inclement weather or other circumstances beyond Installer's reasonable control.
- (c) This Contract shall be governed by and construed in accordance with the laws of Texas. Any legal actions, claims or demands shall be handled in a court of competent jurisdiction within Texas.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the date first above written.

By or on behalf of
[NAME OF CUSTOMER]:

By or on behalf of
DecorIQ, LLC:

Signature

Signature

Print Name & Title (if any)

Print Name & Title (if any)

Schedule "A"
Customer Information

CUSTOMER NAME:	
Billing Address:	
City / State (Prov) / Zip (Postal) Code	
Phone Number(s):	Work: _____ Residence: _____ Mobile: _____ Pager: _____ Fax: _____
Email Address(es):	
Method of Payment:	____ Cash _____ Company check ____ PO # _____ Deposit paid: \$ _____
Address of the property at which the Display is to be installed:	
Price Quote*	
Installation fee <i>Additional hours will be billed at the rate of \$60/hour.</i>	\$###.##
Sales tax	<u>\$###.##</u>
TOTAL DUE:	\$###.##
Date: ____/____/____	
Customer Signature: _____	

Schedule "B"
Items and Services to be Provided in the Installation



STAFF REPORT

MEETING DATE: August 14, 2018

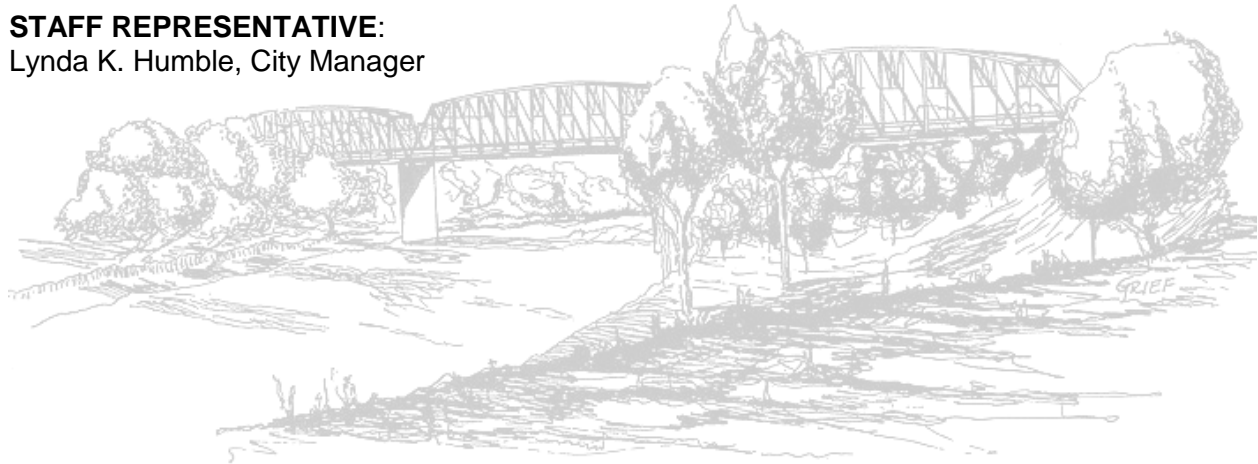
AGENDA ITEM: 12A

TITLE:

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

STAFF REPRESENTATIVE:

Lynda K. Humble, City Manager





STAFF REPORT

MEETING DATE: August 14, 2018

AGENDA ITEM: 13

TITLE:

Conduct a Public Hearing and take any necessary or appropriate action on matters posted for consideration in closed / executive session

STAFF REPRESENTATIVE:

Lynda Humble, City Manager

