

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



October 13, 2020 at 6:30 P.M.

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

The City 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 IN ATTENDANCE 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. ALTERNATELY, IF YOU ARE UNABLE TO ATTEND THE COUNCIL MEETING, YOU MAY COMPLETE A CITIZEN COMMENT FORM WITH YOUR COMMENTS AT WWW.CITYOFBASTROP.ORG/CITIZENCOMMENTFORM BEFORE 5:00 P.M. ON OCTOBER 13, 2020. COMMENTS SUBMITTED BY THIS TIME WILL GENERALLY BE READ ALOUD AT THE MEETING. COMMENTS FROM EACH INDIVIDUAL WILL BE LIMITED TO THREE (3) MINUTES WHEN READ ALOUD

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

TEXAS PLEDGE OF ALLEGIANCE

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

3. INVOCATION – Dale Burke, Police Chaplain

4. PRESENTATIONS

4A. Mayor's Report

4B. Council Members' Report

4C. City Manager's Report

4D. A proclamation of the City Council of the City of Bastrop, Texas recognizing the month of October as Domestic Violence Awareness Month. (Submitted by: Clint Nagy, Chief of Police)

5. WORK SESSION/BRIEFINGS

- 5A. Discussion regarding new information impacting the cost of the phase one of the proposed skate park to be located in Fisherman's Park. (Submitted by: Curtis Hancock, Public Works Director)
- 5B. Discussion on Bastrop Building Block (B³) Code, related to subdivision authority within the City Limits and Extraterritorial Jurisdiction. (Submitted by: Jennifer C. Bills, Assistant Planning Director)

6. STAFF AND BOARD REPORTS

- 6A. Receive presentation on the unaudited Monthly Financial Report for the period ending August 31, 2020. (Submitted by: Tracy Waldron, Chief Financial Officer)

7. CITIZEN COMMENTS

At this time, three (3) minute comments will be taken from the audience on any topic. To address the Council in person, please submit a fully completed request card to the City Secretary prior to the start of the meeting or to have it read from the dais, complete a citizen comment form with comments at www.cityofbastrop.org/citizencommentform before 5:00 p.m. on October 13, 2020. Submitted comments will be read aloud at the meeting. Comments from each individual will be limited to three (3) minutes when read aloud. In accordance with the Texas Open Meetings Act, if a citizen discusses any item not on the agenda, City Council cannot discuss issues raised or make any decision at this time. Instead, City Council is limited to making a statement of specific factual information or a recitation of existing policy in response to the inquiry. Issues may be referred to City Manager for research and possible future action.

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

8. CONSENT AGENDA

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

- 8A. Consider action to approve City Council minutes from the September 17, 2020 Boards and Commissions Orientation and September 22, 2020 Regular meeting. (Submitted by: Ann Franklin, City Secretary)
- 8B. Consider action to approve the second reading of Resolution No. R-2020-93 of the City Council of the City of Bastrop, Texas, approving Project Gummy Bears in an amount exceeding Ten Thousand Dollars (\$10,000.00) for the project; and providing an effective date. (Submitted by: Cameron Cox, Bastrop EDC Chief Executive Officer)

- 8C. Consider action to approve Resolution No. R-2020-98, of the City Council of the City of Bastrop, Texas, amending Resolution No. R-2020-42, approving the Bastrop Police Department to apply for a grant for a grant from the Edward Byrne Memorial Justice Assistance Grant Program (JAG) for a major/critical scene lighting system at a total cost of Ten Thousand Nine Hundred Forty-Eight Dollars and Ninety Seven Cents (\$10,948.97) with no matching funds from the City of Bastrop; authorizing the Chief of Police as the grantee's authorized official; providing for a severability clause; and establishing an effective date. (Submitted by: Clint Nagy, Chief of Police)
- 8D. Consider approval of Resolution No. R-2020-105 of the City Council of the City of Bastrop, Texas cancelling the November 24, 2020 Council Meeting; establishing a repealing clause; and providing an effective date. (Submitted by: Paul A. Hofmann, City Manager)
- 8E. Consider action to approve Resolution No. R-2020-100 of the City Council of the City of Bastrop, Texas awarding a Community Support Service Agreement associated with providing recreation and pool services, to the YMCA of Austin/Bastrop Branch, at a cost of Eighty Thousand and 00/100 Dollars (\$80,000) attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the contract; providing for a repealing clause; and establishing an effective date. (Submitted by: Tracy Waldron, Chief Financial Officer)
- 8F. Consider action to approve Resolution No. R-2020-102 of the City Council of the City of Bastrop, Texas awarding a community support service agreement for services for operating, marketing and staffing Lost Pines Art Center and providing programs to citizens and tourists, at a cost of Sixty-Five Thousand and 00/100 dollars (\$65,000) as attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the agreement; providing for a repealing clause; and establishing an effective date. (Submitted by: Tracy Waldron, Chief Financial Officer)
- 8G. Consider action to approve Resolution No. R-2020-103 of the City Council of the City of Bastrop, Texas awarding a Community Support Service Agreement for services associated with operating, marketing, and providing cultural art and theater services to the Bastrop Opera House, at a cost of Sixty-Six Thousand and One Hundred Seventy-Five and 00/100 Dollars (\$66,175), attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the agreement; providing for a repealing clause; and establishing an effective date. (Submitted by: Tracy Waldron, Chief Financial Officer)
- 8H. Consider action to approve Resolution No. R-2020-101 of the City Council of the City of Bastrop, Texas awarding a community support service agreement for services associated with operating, marketing and providing museum and visitor center services, to the Bastrop County Historical Society, at a cost of One Hundred and Twenty-Six Thousand and Four-Hundred Ninety-Seven and 00/100 dollars (\$126,497) attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the contract; providing for a repealing clause; and establishing an effective date. (Submitted by: Tracy Waldron, Chief Financial Officer)

9. ITEMS FOR INDIVIDUAL CONSIDERATION

- 9A. Consider and adopt on first and final reading Ordinance No. 2020-29 as an emergency measure ratifying temporary Emergency Orders enacted by the Mayor in her capacity as Emergency Management Director in regards to the current Local State of Disaster, for the immediate preservation of the public peace, health or safety. (Submitted by: Paul A. Hoffman, City Manager)
- 9B. Consider action to approve Resolution No. R-2020-106 of the City Council of the City of Bastrop, Texas, naming the new trail to be located in Pecan Park in memory of Mrs. Dorothy Skarnulis, per the recommendation from the Bastrop Parks and Tree Advisory Board, as attached as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date. (Submitted by: Curtis Hancock, Public Works Director)
- 9C. Consider action to approve Resolution No. R-2020-83 of the City Council of the City of Bastrop, Texas, amending Section 2.3, Article II and Exhibits B and C of the Agreement Exhibit C of the Wholesale Water Agreement between the City of Bastrop and AQUA Water Supply Corporation as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date. (Submitted by: Trey Job, Assistant City Manager)
- 9D. Consider action to approve Resolution No. R-2020-104, of the City Council of the City of Bastrop, Texas approving Resolution No. R-2020-42, amending the City of Bastrop recommended mitigation actions in the Bastrop County Hazard Mitigation Plan to apply for Hazard Mitigation Grant funding; authorizing the City Manager as the authorized official; providing for a severability clause; and establishing an effective date. (Submitted by: Trey Job, Assistant City Manager)

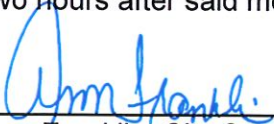
10. EXECUTIVE SESSION

- 10A. City Council shall convene into closed executive session pursuant to Texas Government Code Sections 551.071 and 551.072, to seek the advice of legal counsel, and to deliberate upon the acquisition of real property interests associated with the construction of Wastewater Treatment Plant #3 at 385 SH 304, Unit B, Bastrop, TX 78602, and its collections systems, including all related agreements, authorizations, easements, resolutions, and associated legal actions.

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

12. ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting as posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Bastrop City Hall, a place of convenient and readily accessible to the general public, as well as to the City's website, www.cityofbastrop.org and said Notice was posted on the following date and time: Thursday, October 8, 2020 at 2:00 p.m. and remained posted for at least two hours after said meeting was convened.



Ann Franklin, City Secretary



STAFF REPORT

MEETING DATE: October 13, 2020

AGENDA ITEM: 4A

TITLE:

Mayor's Report

STAFF REPRESENTATIVE:

Paul A. Hofmann, City Manager

POLICY EXPLANATION:

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

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

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

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

ATTACHMENTS:

- Power Point Presentation



STAFF REPORT

MEETING DATE: October 13, 2020

AGENDA ITEM: 4B

TITLE:

Council Members' Report

STAFF REPRESENTATIVE:

Paul A. Hofmann, 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: October 13, 2020

AGENDA ITEM: 4C

TITLE:

City Manager's Report

STAFF REPRESENTATIVE:

Paul A. Hofmann, 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: October 13, 2020

AGENDA ITEM: 4D

TITLE:

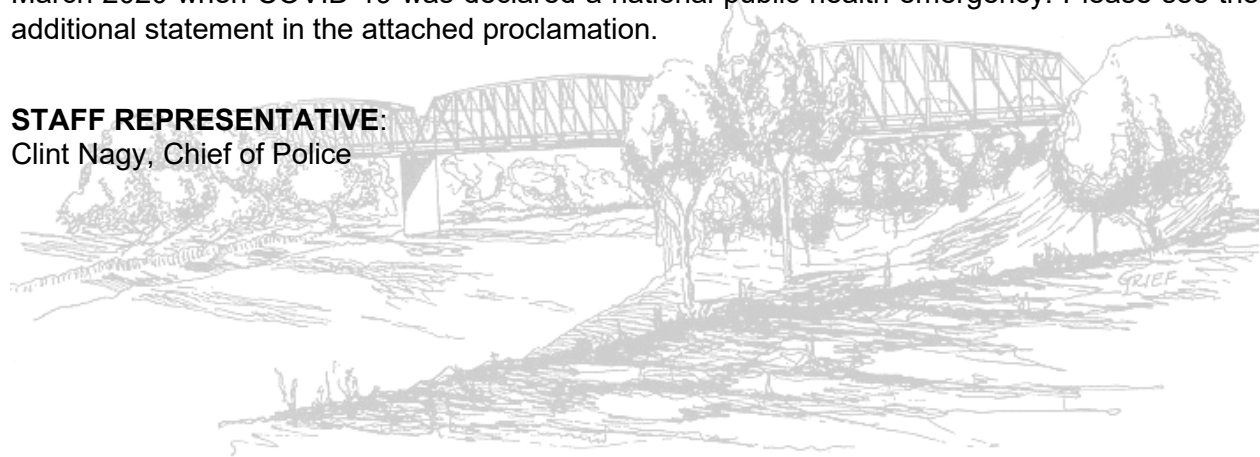
A proclamation of the City Council of the City of Bastrop, Texas recognizing the month of October as Domestic Violence Awareness Month.

BACKGROUND/HISTORY:

The theme this year is “**Unmask the Violence**”, masks will be presented to the Council. In the information, awareness is being brought to the increased incidents of Domestic Violence since March 2020 when COVID-19 was declared a national public health emergency. Please see the additional statement in the attached proclamation.

STAFF REPRESENTATIVE:

Clint Nagy, Chief of Police



P

ROCLAMATION



WHEREAS, domestic violence is a serious crime that affects people of all races, ages, gender, and income levels; and

WHEREAS, in March 2020 COVID-19 was declared a public health emergency leading to shelter-in-place orders meaning that many survivors would be in closer and more frequent proximity to their abusers; and

WHEREAS, more than 1 in 3 women and more than 1 in 4 men in the United States report having experienced rape, physical violence, and/or stalking by an intimate partner in their lifetime; and

WHEREAS, nearly 20 people per minute are physically abused by an intimate partner in the United States. For one year, this adds up to more than 10 million women and men; and

WHEREAS, nearly 1 in 4 women and 1 in 7 men have experienced severe physical violence by an intimate partner during their lifetime; and

WHEREAS, intimate partner violence accounts for 15% of all violent crime; and

WHEREAS, in 15 states, more than 40% of all homicides of women in each state involved intimate partner violence; and

WHEREAS, 85% of domestic violence victims are female, and 15% are male; and

WHEREAS, nearly half of all women and men in the US will experience psychological aggression by an intimate partner in their lifetime; and

WHEREAS, nationally, 50% of batterers who abuse their intimate partners also abuse their children; and

WHEREAS, approximately 5 million children are exposed to domestic violence every year. Children exposed are more likely to attempt suicide, abuse drugs and alcohol, run away from home, engage in teenage prostitution, and commit sexual assault crimes; and

WHEREAS, most cases of domestic violence are never reported to police; and

WHEREAS, domestic violence costs the nation billions of dollars annually in medical expenses, police and court costs, shelters, foster care, sick leave, absenteeism, and non-productivity; and

WHEREAS, only a coordinated community effort will put a stop to this heinous crime; and

WHEREAS, domestic Violence Awareness Month provides an excellent opportunity for citizens to learn more about preventing domestic violence and to show support for the numerous organizations and individuals who provide critical advocacy, services and assistance to victims.

NOW THEREFORE, I, Mayor Connie B. Schroeder, do hereby proclaim the month of October 2020 as:

DOMESTIC VIOLENCE AWARENESS MONTH

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Bastrop, Texas to be affixed this 13th day of October 2020.



Connie B. Schroeder, Mayor



STAFF REPORT

MEETING DATE: October 13, 2020

AGENDA ITEM: 5A

TITLE:

Discussion regarding new information impacting the cost of the phase one of the proposed skate park to be located in Fisherman's Park.

STAFF REPRESENTATIVE:

Curtis Hancock, Director of Public Works

BACKGROUND/HISTORY:

On February 7, 2020, four (4) bids were received for a best value contract for construction of an approximately 5,000 square foot, poured in place concrete wheeled sports plaza (skate park) to be located within Fisherman's Park.

Following review of the submittals, it was found that the best value quote was from Artisan Concrete Services, Inc. Park Staff and I agreed with the City's consultant and recommended award of the contract to Artisan Concrete Services, Inc. with a base bid of \$246,000. Resolution R-2020-26 was approved on March of 2020.

As part of the design a geo-tech report was completed. The Geo-Tech Engineer is proposing remediation to the existing soils. In order for the contractor to remove the existing soil and replace it with structural fill the project will see an increase in price of approximately \$ 91,000.00 dollars. However, the original estimated amount for construction was roughly \$ 290,000 dollars. The available balance in the parkland dedication fund can be utilized first reducing the deficit amount by 50%.

After receiving the project cost change, it was placed on the September, Parks Board Agenda for discussion and consider recommendation to City Council pertaining to Wheeled Sports Plaza. The Boards unanimously voted to ask the City Council for fund the change order.

POLICY EXPLANATION:

FUNDING SOURCE:

Parkland designated fund.

RECOMMENDATION:

Discussion regarding new information impacting the cost of the phase one of the proposed skate park to be located in Fisherman's Park.

ATTACHMENTS:

- Power Point

History



MAKE USE OF NATURAL FEATURES



FISHERMAN'S PARK LOCATION

History

- City Staff along with Burditt Land consultants received input from the community about the design of a wheeled sports complex to be located in fisherman's park during FY 18. The findings were presented September 11, 2018.



History

- 2 public meetings held
- 200 respondents to the online survey.



Multiple options were presented



Rendering from Artisan



BASTROP SKATEPARK

BASE BID [GREY] - \$246,000

ADD ALTERNATE #1 [BLUE] - \$27,000

ADD ALTERNATE #2 [RED] - \$16,000

Bastrop TX
Contracted Works

| | | Remediation Works | Total |
|------------------|---------------|-------------------|-------------------------------------|
| Contracted Bid | \$ 246,000.00 | \$ 91,086.85 | \$ 337,086.85 |
| Add Alternate #1 | \$ 27,000.00 | \$ 7,643.73 | \$ 34,643.73 |
| Add Alternate #2 | \$ 16,000.00 | \$ 7,643.73 | \$ 23,643.73 |
| | \$ 289,000.00 | \$ 106,374.30 | \$ 395,374.30 Total Turnkey Project |



| Schedule | Bastrop TX | | Revised 8.21.20 |
|---|------------------|-------------------|--------------------|
| Geo Technical Report | <u>4/20/2020</u> | <u>5/7/2020</u> | |
| Schematic Design | 5/1/2020 | 5/21/2020 | |
| I.a - Issue Project Design Program Form and Collect Information | 5/1/2020 | 5/1/2020 | |
| I.b - Project Kick Off Meeting | 5/1/2020 | 5/1/2020 | |
| I.c - Site Review and Analysis | 5/1/2020 | 5/1/2020 | |
| I.d - Design Review Meeting | 5/1/2020 | 5/1/2020 | |
| I.j - Final Skatepark Design | 5/1/2020 | 5/14/2020 | |
| City Review Time | 5/14/2020 | 5/21/2020 | |
| Construction Documentation | 5/21/2020 | 8/31/2020 | |
| II.a - 90% Construction Documentation Package | 5/21/2020 | 6/1/2020 | |
| City Review Time | 6/1/2020 | 6/14/2020 | |
| II.b - 90% Construction Documents Package Review Meeting | 6/14/2020 | 6/14/2020 | |
| II.c - 100% Construction Documentation Package | 6/14/2020 | 7/1/2020 | |
| II.d - Permitting | 7/1/2020 | 8/31/2020 | |
| Construction Services | 10/1/2020 | 12/31/2020 | |
| III.a - Pre-Construction Meeting | 10/1/2020 | 10/1/2020 | 11.1.20 |
| III.b - Site Preparation Add Service - Remediation of Soils | 10/1/2020 | 10/3/2020 | 11.1.20 -12.1.20 |
| III.c - Earthwork and Drainage | 10/3/2020 | 10/14/2020 | 12.1.20-12.15.20 |
| III.d - Forming, Rebar & Coping Installation | 10/14/2020 | 11/14/2020 | 12.1.15-12.23.20 |
| III.e - Shotcrete | 11/14/2020 | 12/1/2020 | 1.4.21-1.19.21 |
| III.f - Flatwork | 12/7/2020 | 12/14/2020 | 1.23.21-1.30.21 |
| III.g - Punch List and Clean Up | 12/14/2020 | 12/21/2020 | 1.30.21-2.5.21 |
| | | | Demobilize |





Questions ?





STAFF REPORT

MEETING DATE: October 13, 2020

AGENDA ITEM: 5B

TITLE:

Discussion on Bastrop Building Block (B³) Code, related to subdivision authority within the City Limits and Extraterritorial Jurisdiction. (Submitted by: Jennifer C. Bills, Assistant Planning Director)

STAFF REPRESENTATIVE:

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

BACKGROUND/HISTORY:

The Bastrop Building Block (B³) Code is a fluid document that reflects the community's values and is guided by the City Council's purpose statement:

"Create a fiscally sustainable community through land-use standards that are authentically Bastrop and geographically sensitive."

One of the first steps in land development is the subdivision of property into accessible lots that are appropriate for occupation or uninhabited use. The City of Bastrop, through state regulations and an Interlocal Agreement with Bastrop County, have regulatory authority of the subdivision process in the City Limits, the Statutory Extraterritorial Jurisdiction, and the Voluntary Extraterritorial Jurisdiction – Area A (see ETJ map link).

Planning will provide a presentation to discuss the current rules in place and request direction for drafting amendments, most particularly amendments to be applied in the Extraterritorial Jurisdiction. During code implementation, Planning staff have identified areas of the Code that need clarification and additional standards for the ETJ.

PLANNING & ZONING COMMISSION FEEDBACK:

At the July 30, 2020 meeting, Planning outlined upcoming topics for starting the discussion of review and amending the Bastrop Building Block Code, which included subdivision process & authority, clarifying development process, the sign code, and changes to the document structure. As part of the discussion, the Assistant Planning Director presented the current exemptions and exceptions from the platting requirement in the B³ Code. The Planning & Zoning Commission provided direction to continue efforts to ensure that exemptions from platting requirements are clearly defined and applied within the City Limits and Extraterritorial Jurisdiction.

At the September 24, 2020 meeting, Planning gave a presentation on the various statues and agreements that provide Bastrop the ability to regulate subdivision within the City Limits, and Statutory and Voluntary Extraterritorial Jurisdiction. With the adoption of the B³ Code, the Character Districts, Place Types, and Transportation Master Plan Grid provide the structure for subdivision development. With the ETJ, without specific standards adopted, the Transportation Master Plan Grid is the primary tool for subdivision regulation. The P&Z agreed that Planning

staff should draft additional subdivision standards that would apply to both the Statutory and Voluntary ETJ. Direction was provided that all available tools, including subdivision standards driveway spacing, stormwater regulations and sign regulation should be utilized in order protect the watershed and transportation corridors that lead to Bastrop.

B³ CODE NEXT STEPS:

In the next two months, Planning will conduct workshops with both P&Z and City Council to review the following:

- Structure of the Development Review Committee
- Streamlined Development Process compliant with House Bill 3167 (Shot Clock Rule)
- Sign Code

We will also be bringing forward a new task order for SimpleCity Design to continue to augment Planning staff resources to assist with research and code writing for the B³ Code amendment process.

REFERENCE DOCUMENTS:

Texas Local Government Code Chapter 212

<https://statutes.capitol.texas.gov/Docs/LG/htm/LG.212.htm>

1445 Interlocal Agreement with Bastrop County

<https://www.co.bastrop.tx.us/upload/page/0108/ILAs/2018.12.10%20ETJ%20ILA%20w%20City%20of%20Bastrop.pdf>

Bastrop Building Block (B³) Code

<https://www.cityofbastrop.org/upload/page/0107/B3%20Code%20-%20UPDATED%20-%20JANUARY%2015%202020.pdf>

City of Bastrop Extraterritorial Jurisdiction

<https://www.cityofbastrop.org/upload/page/0108/Maps/CityLimitETJ-201812-24x36.pdf>

Transportation Master Plan – Chapter 5 Thoroughfare Plan

https://www.cityofbastrop.org/upload/page/0267/docs/TMP_Update%20Chapter%205_20191011.pdf

ATTACHMENT:

- Powerpoint Presentation

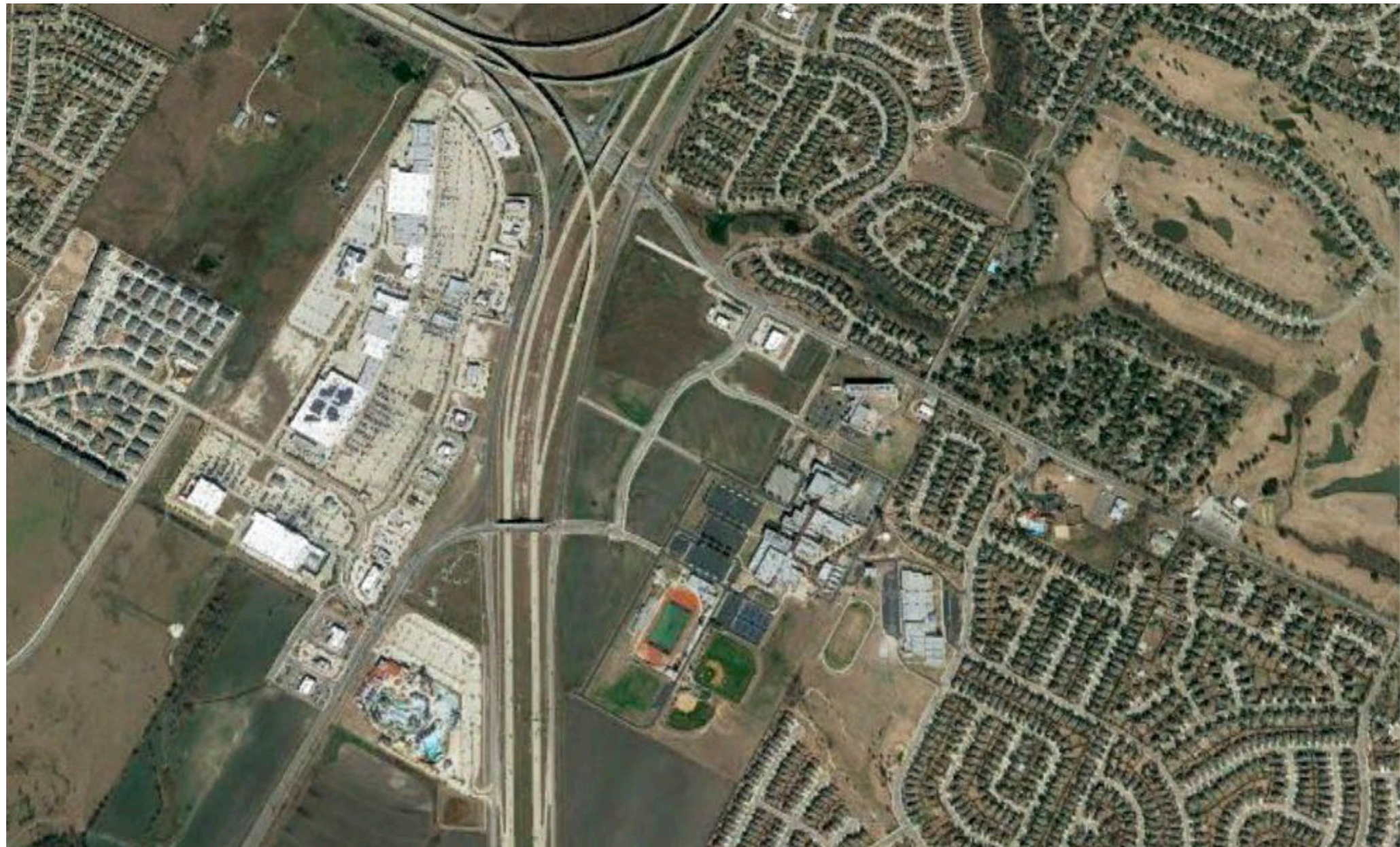


Platting & ETJ Standards Update

October 13, 2020



simplicitydesign



Platting

The legal creation of buildable parcels of land



BIRD'S EYE VIEW OF
BASTROP
BASTROP COUNTY TEXAS
1887.

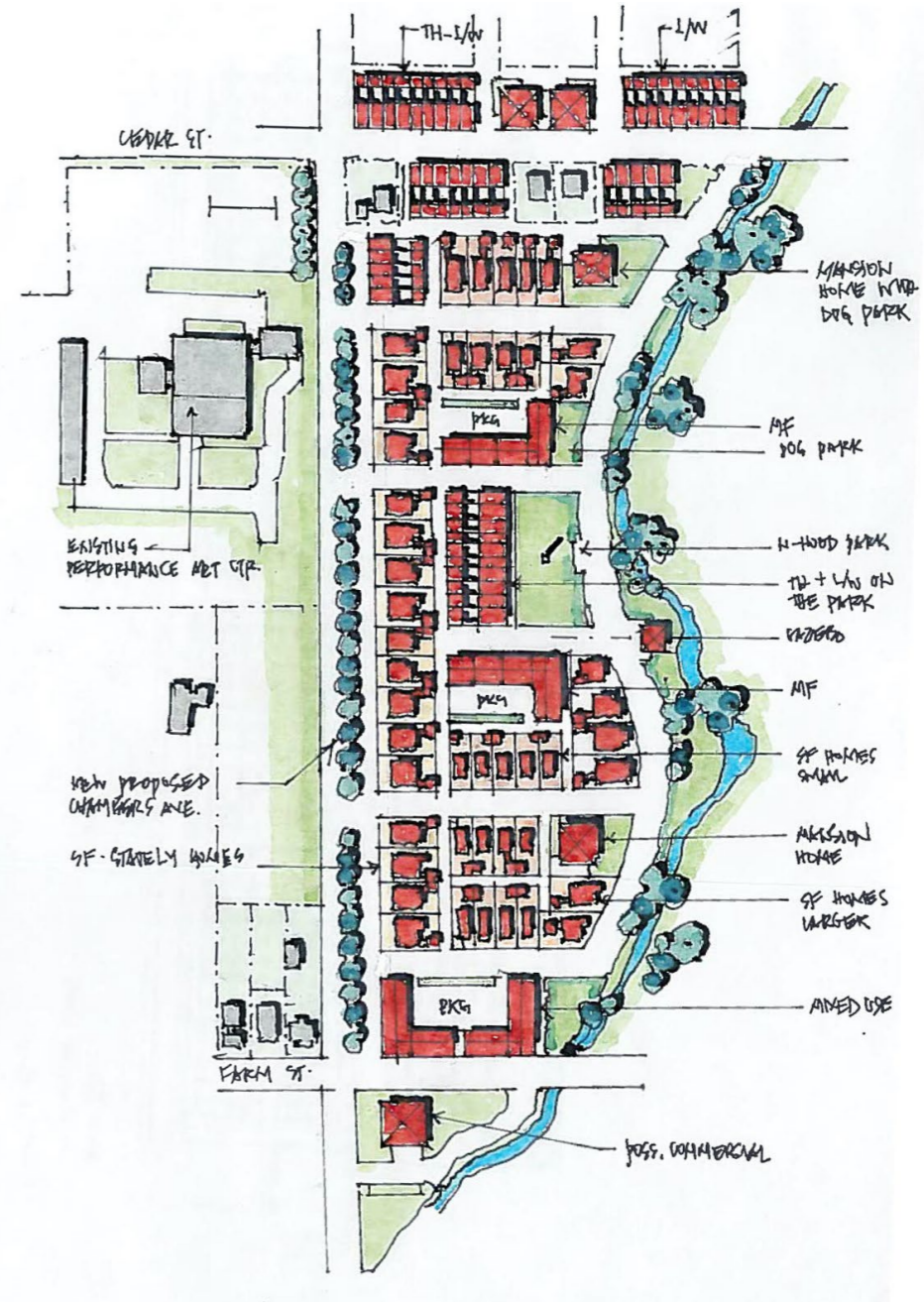
1. Court House.
2. Academy.
3. Episcopal Church.

4. M. E. Church.
5. Rom. Cath. Church.
6. Masonic Temple.

DRAWN BY AUG. KOCH

Platting Basics

- The governance is facilitated through State Law (Chapter 212) by way of the B3 Code
- Precise descriptions of the land being divided are mapped and depicted via text
- Provides public lands & utilities required by code. i.e. streets, civic space, drainage
- Ensure the land divided meets all State Law & B3 code requirements
- Plats provide orderly development patterns and ensure the legal sale of land



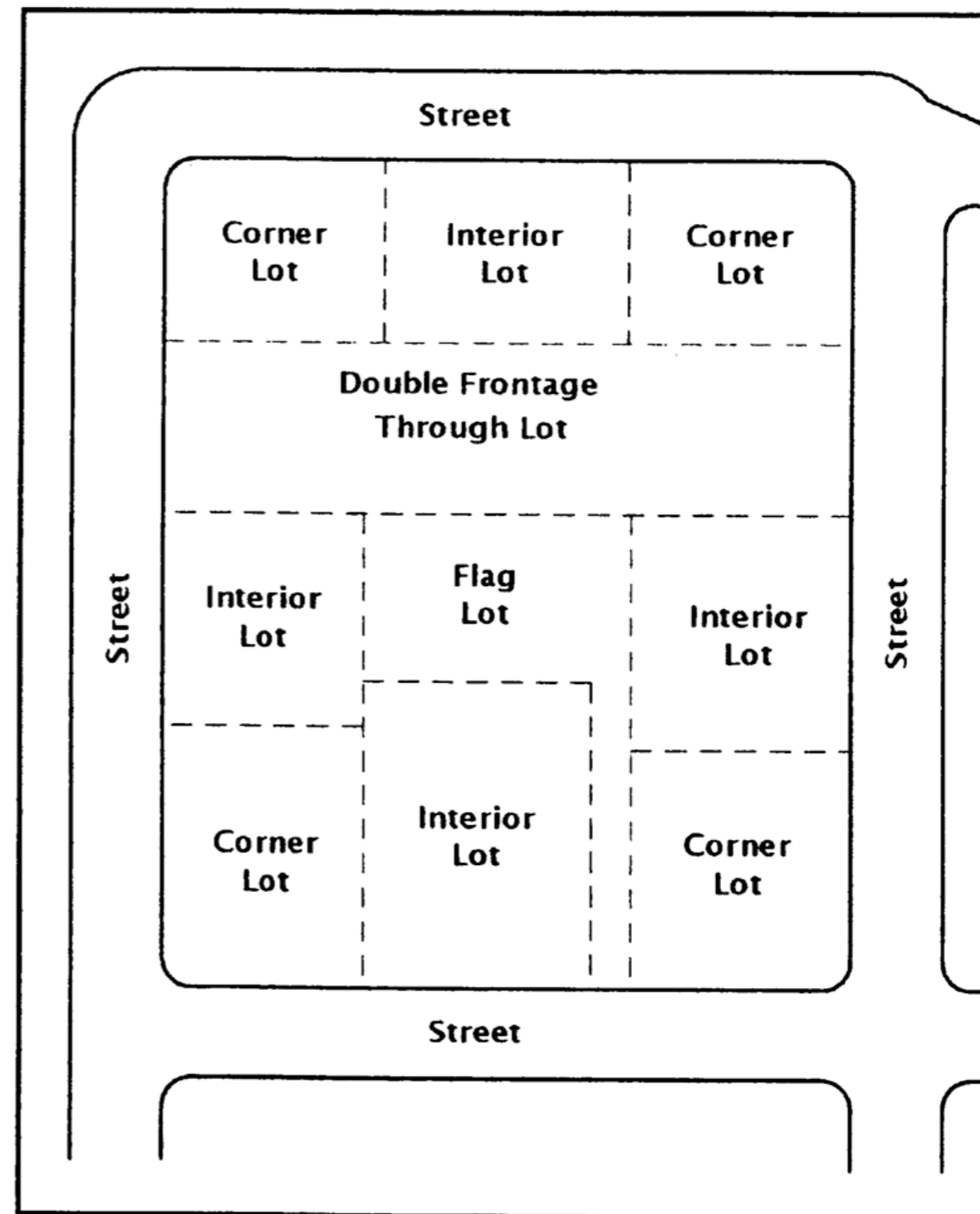
Plats within the City Limits

Standard Plat:

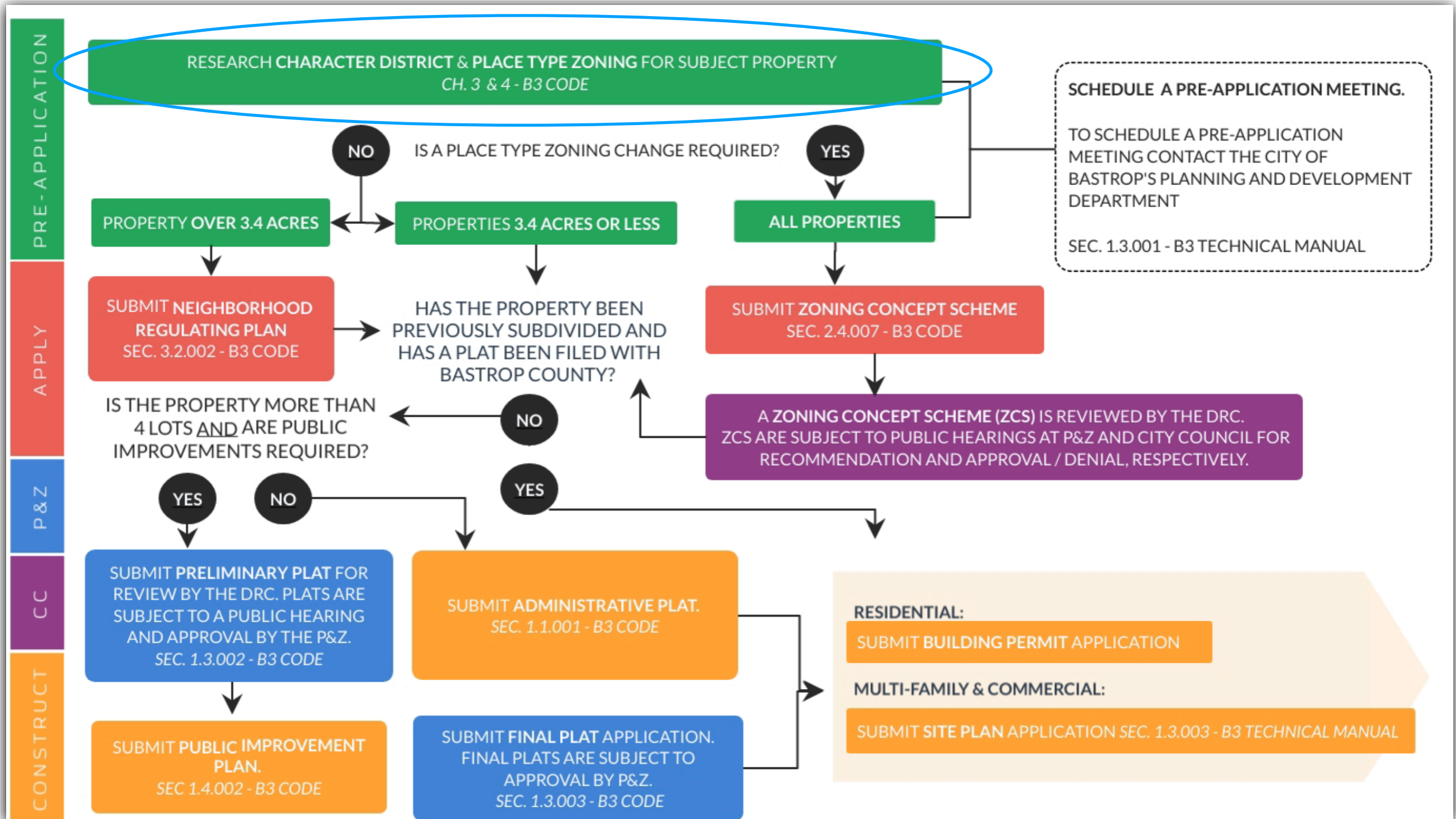
- Initial platting
- Plat modifications
- When Administrative Plat is not applicable.

Administrative Plat:

- Initial platting
- Minor modifications
- Platting 4 lots or less; and
- No public improvements are required.



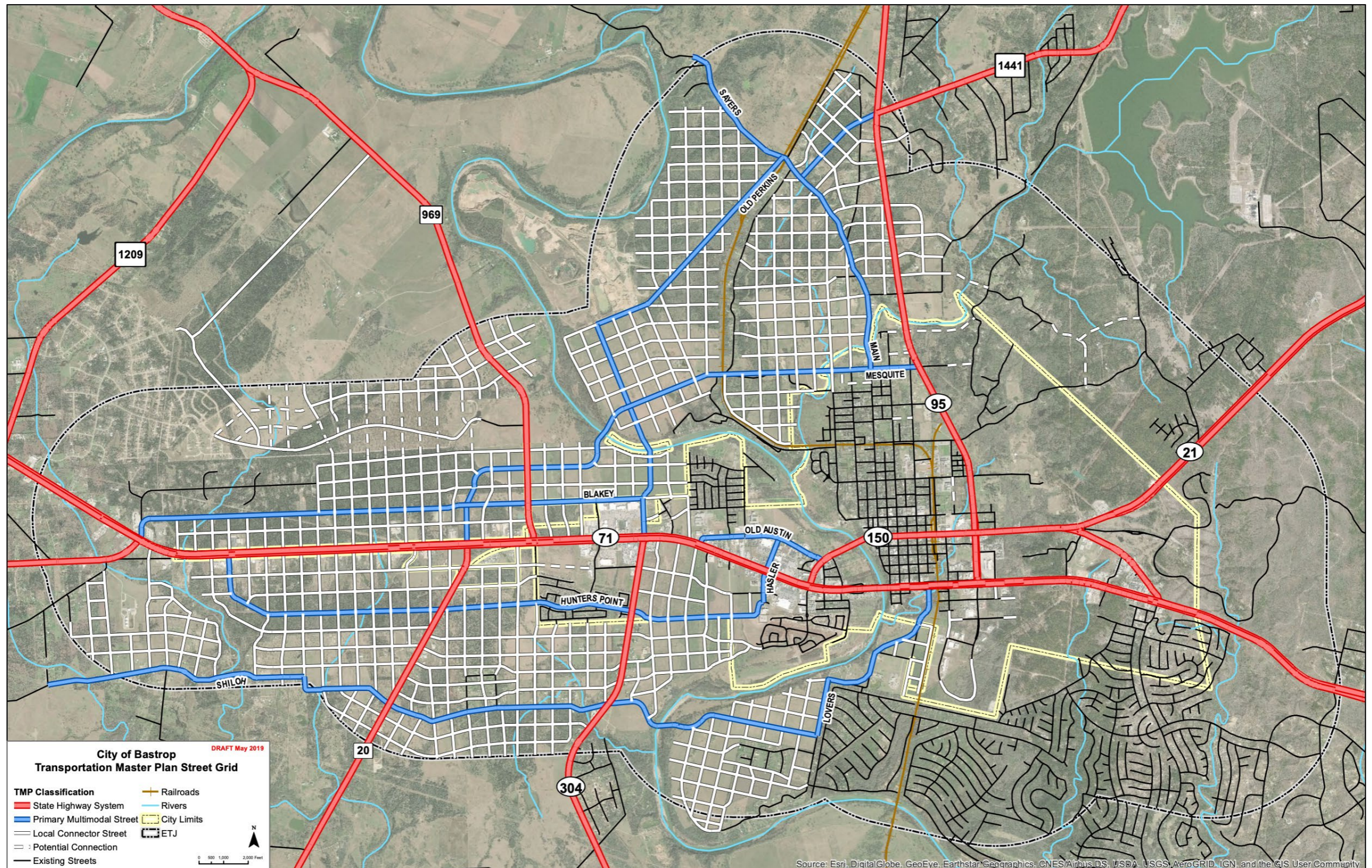
B3 Flowchart



B3 Development Standards Chart

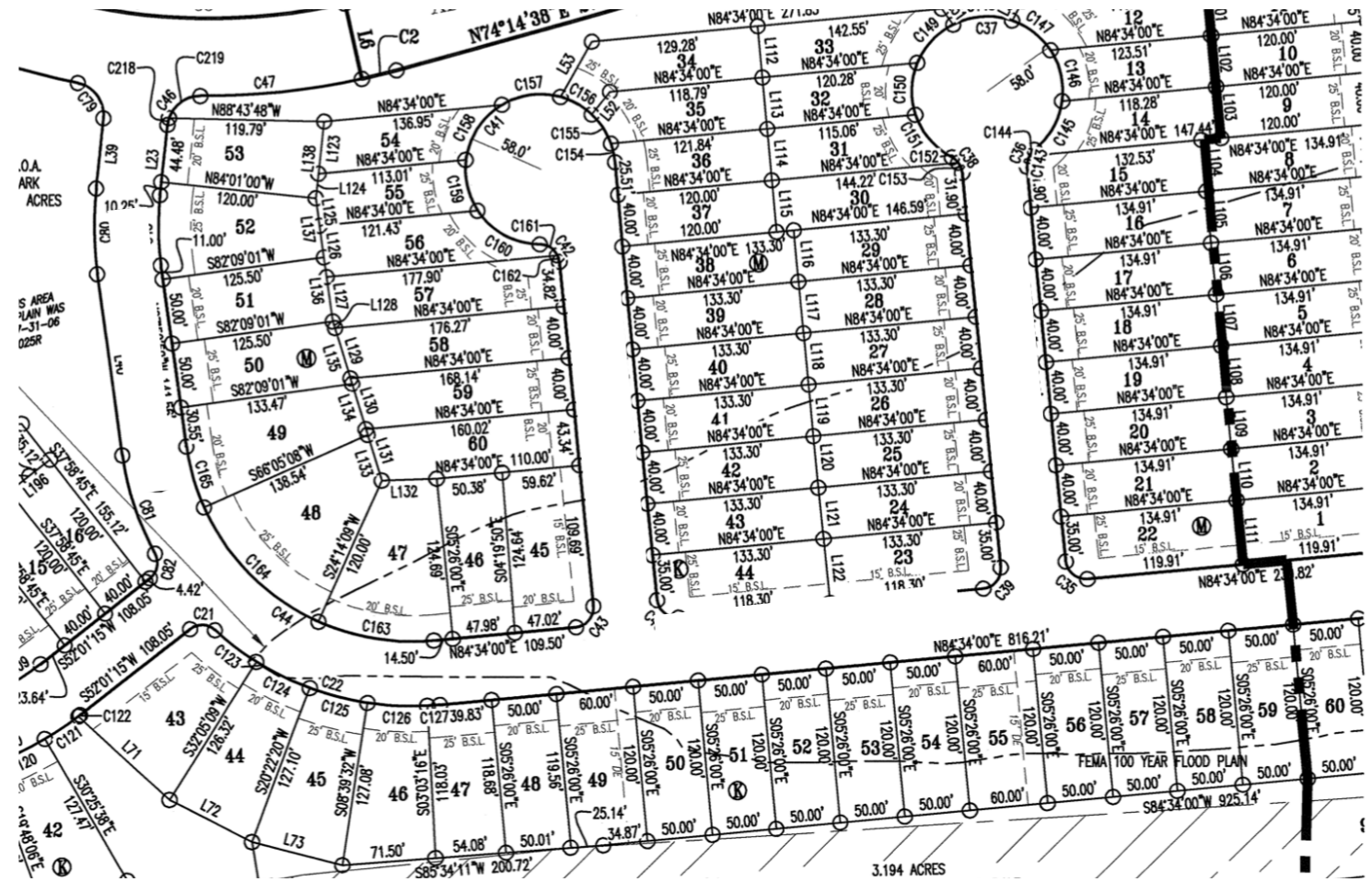
| | P1 | P2 | P3 | P4 | P5 | EC |
|-------------------------------------|-----------|----------|----------|--------------------|---------------|--------------------|
| PLACE TYPE ALLOCATION PER PED SHED | Varies | Varies | 10-35% | 25-75% | 5-20% | |
| BLOCKS - SEC. 7.4.002 | | | | | | |
| BLOCK LENGTH MAX. | UNLIMITED | 720 FT | 330 FT | 330 FT | 330 FT | 720 FT |
| BLOCK PERIMETER MAX. | UNLIMITED | 2,880 FT | 1,320 FT | 1,320 FT | 1,320 FT | 2,880 FT |
| STREETS - ARTICLE 7.2 | | | | | | |
| | | | | BLANK = BY WARRANT | P = PERMITTED | NP = NOT PERMITTED |
| BOULEVARD | | NP | | | P | P |
| AVENUE | | NP | P | | P | P |
| CONNECTOR | | | P | | P | P |
| NEIGHBORHOOD STREET I | | P | P | | | |
| NEIGHBORHOOD STREET II | | P | P | | | |
| COMMERCIAL STREET I | | NP | | | P | P |
| COMMERCIAL STREET II | | NP | | | P | P |
| COURT STREET | | | P | | P | P |
| SLIP STREET | | NP | NP | | P | P |
| PARK DRIVE | | | P | | | |
| BOARDWALK | | NP | | | P | P |
| PEDESTRIAN STREET | | | P | | P | |
| CIVIC SPACE - ARTICLE 7.5 | | | | | | |
| PARK | P | P | P | NP | NP | NP |
| GREEN | NP | NP | P | P | P | P |
| SQUARE | NP | NP | NP | P | P | P |
| PLAZA | NP | NP | NP | NP | P | P |
| PLAYGROUND | P | P | P | P | P | P |
| COMMERCIAL PLACE | NP | NP | NP | P | P | P |
| POCKET PARK | NP | NP | P | P | P | P |
| COURT | NP | NP | P | P | P | P |
| CLOSE | NP | NP | P | P | P | P |
| BUILDING TYPES - ARTICLE 6.5 | | | | | | |
| REARYARD | | | | | | |
| COMMERCIAL | NP | NP | NP | NP | P | P |

Compliance with MTP



Platting in the ETJ

- It's importance
- Current process
- Recommended modifications





City Limits & ETJ

Legend

- Parcels
- City Limit
- City Boundary
- County
- ETJ Areas**
 - Statutory
 - Area A
 - Area B
 - Development Agreements

0 0.25 0.5 1 Miles
Date: 12/10/2018
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"



Travis County

Caldwell County

ETJ Planning Importance



- Potential future City Limits
- Establish gateways into City
- Preserve adequate and appropriate stormwater infrastructure
- Establish future street network
- Ensure orderly development

City/ County 1445/ Interlocal Agreement

- Jurisdictional areas with applicable rules
- Responsibilities between City/County
- Administration & process requirements
- Approval authority
- Terms



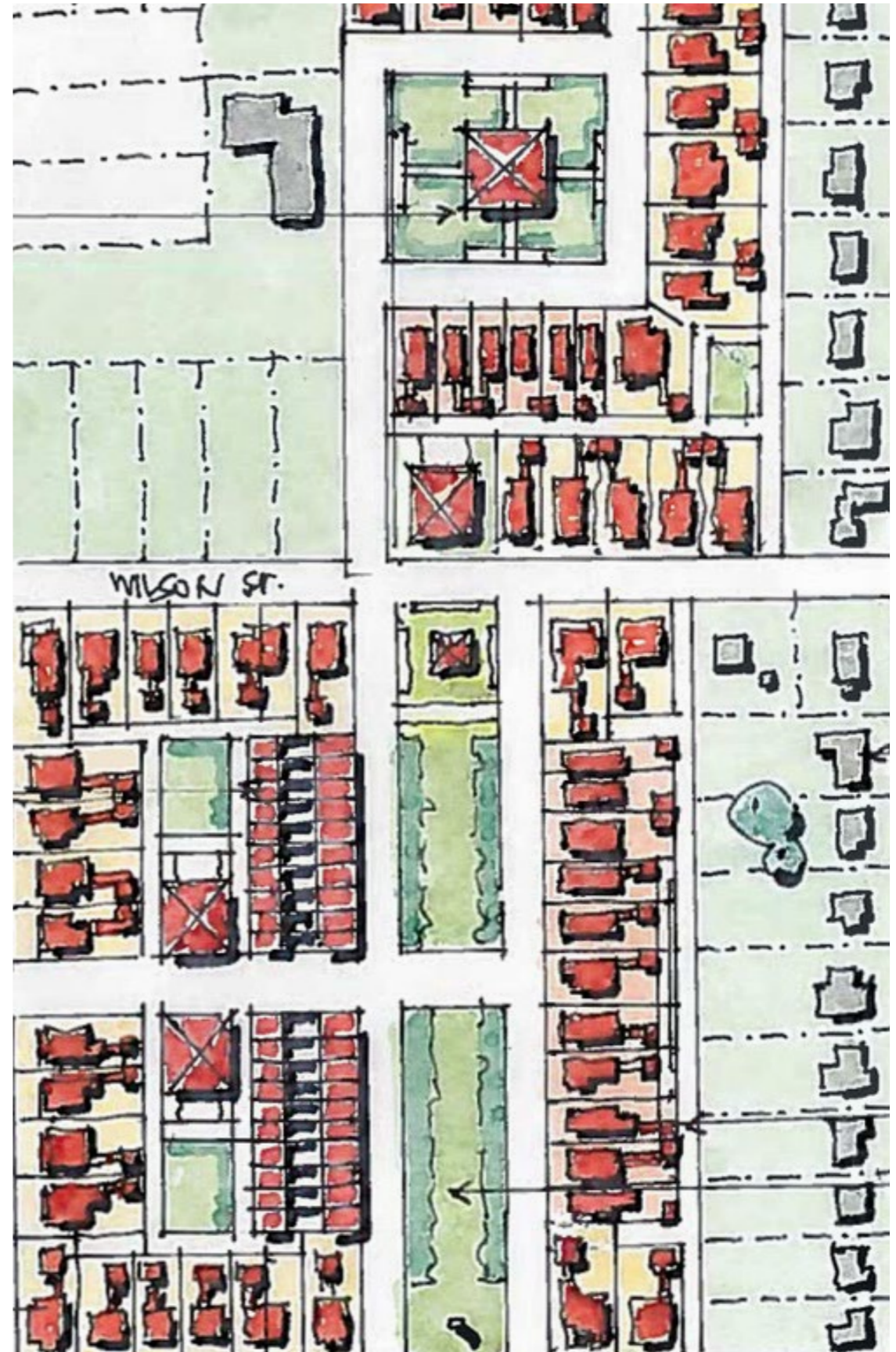
City/ County Solutions

- Establish clear triggers for platting requirements in coordination with Bastrop County.
- Link the standards to the stormwater drainage manual
- Establish development triggers
- Review & align process with County On Site Sewer (OSS) permits



City/ County Solutions Continued

- Do we want to regulate block standards in the ETJ?
- Stormwater permits maybe required in the ETJ, with/without platting.
- When are exemptions from platting allowed?



Planning & Zoning Commission Direction

- Agreed that additional subdivision standards should apply to both the Statutory and Voluntary ETJ.
- Develop rural cross sections that are appropriate in the ETJ.
 - Adopt exemptions appropriate for the ETJ.
- Use all tools available (subdivision standards, driveway spacing, stormwater regulations and sign regulations) to encourage development patterns that protect the watershed and corridors that lead to Bastrop.

Next Steps

Workshops with P&Z and Council in November and December

- Structure of Development Review Committee and Approval Authority
- Revised Development Process to provide alternative process compliant with House Bill 3167
- Sign Code
- Additional direction from City Council?

New task order for SimpleCity Design

- Augment Staff to assist with research and code writing

Thank you!
Questions?



simplicitydesign



STAFF REPORT

MEETING DATE: October 13, 2020

AGENDA ITEM: 6A

TITLE:

Receive presentation on the unaudited Monthly Financial Report for the period ending August 31, 2020.

STAFF REPRESENTATIVE:

Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

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

REVENUE

General Fund is exceeding revenue forecast by 5.4%. This is attributed to development fees being substantially higher than forecasted.

The Electric fund is running slightly short of forecast due to lower rate adjustments for pass-through credits.

HOT funds revenue is short of forecast due to COVID-19 impacting the hospitality industry. The Hyatt Lost Pines closed from April to June.

The cemetery is still behind forecast but has seen an upward trend in last sales within the last several months.

The Park Land Dedication fund had an error in the revenue that needed to be adjusted regarding the amount of lease revenue that can be recognized of the payment from the County for Mayfest Park lease agreement.

EXPENDITURES

All funds are positive variance to forecasted expenditures year to date.

POLICY EXPLANATION:

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

ATTACHMENTS:

- Unaudited Monthly Financial Report for the period ending August 31, 2020

CITY OF BASTROP

Comprehensive Monthly Financial Report
August 2020



Performance at a Glance as of August 31, 2020



| | YEAR TO DATE | REFERENCE |
|----------------------------------|---|-----------|
| ALL FUNDS SUMMARY | | |
| ALL FUNDS SUMMARY | POSITIVE | Page 4-5 |
| GENERAL FUND REV VS EXP | POSITIVE | Page 6 |
| SALES TAXES | POSITIVE | Page 7 |
| PROPERTY TAXES | POSITIVE | Page 8 |
| WATER/WASTEWATER FUND REV VS EXP | POSITIVE | Page 9 |
| WATER/WASTEWATER REVENUES | POSITIVE | Page 10 |
| ELECTRIC FUND REV VS EXP | POSITIVE | Page 11 |
| ELECTRIC REVENUES | NEGATIVE | Page 12 |
| HOT TAX FUND REV VS EXP | NEGATIVE | Page 13 |
| HOTEL OCCUPANCY TAX REVENUES | NEGATIVE | Page 14 |
| Legal fees | N/A | Page 15 |
| PERFORMANCE INDICATORS | | |
| POSITIVE | = Positive variance or negative variance < 1% compared to seasonal trends | |
| WARNING | = Negative variance of 1-5% compared to seasonal trends | |
| NEGATIVE | = Negative variance of > 5% compared to seasonal trends | |

BUDGET SUMMARY OF ALL FUNDS

| | FY2020 | FY2020 | FY2020 | |
|---------------------------------|-------------------------------|----------------------------|--------------------------|------------------------|
| | <u>Approved Budget</u> | <u>Forecast YTD</u> | <u>Actual YTD</u> | <u>Variance</u> |
| <u>Revenues:</u> | | | | |
| General | \$ 12,138,091 | \$ 11,192,585 | \$ 11,795,494 | 5.4% |
| Designated | 59,710 | 45,959 | 65,093 | 41.6% |
| Innovation | 137,137 | 80,962 | 87,735 | 8.4% |
| Street Maintenance | 248,000 | 163,167 | 252,914 | 55.0% |
| Debt Service | 2,787,826 | 2,533,611 | 2,538,881 | 0.2% |
| Water/Wastewater | 6,214,823 | 5,551,712 | 5,626,417 | 1.3% |
| Water/Wastewater Debt | 1,900,885 | 1,197,144 | 1,204,263 | 0.6% |
| Water/Wastewater Capital Proj | 3,070,000 | 2,991,836 | 3,359,639 | 12.3% |
| Impact Fees | 420,850 | 380,779 | 1,152,963 | 202.8% |
| Vehicle & Equipment Replacement | 461,692 | 429,468 | 475,317 | 10.7% |
| Electric | 7,126,562 | 6,220,273 | 5,888,984 | -5.3% |
| HOT Tax Fund | 3,708,456 | 3,396,764 | 2,234,354 | -34.2% |
| Library Board | 20,550 | 19,454 | 28,267 | 45.3% |
| Cemetery | 106,250 | 88,779 | 77,908 | -12.2% |
| Capital Bond Projects | 3,349,644 | 2,877,590 | 23,951,755 | 732.4% |
| Grant Fund | 2,863,125 | 1,225,000 | 308,338 | -74.8% |
| Park/Trail Land Dedicaiton | 1,000 | 917 | (15,454) | -1785.3% |
| Hunter's Crossing PID | 2,985,224 | 2,985,224 | 3,010,096 | 0.8% |
| TOTAL REVENUES | \$ 47,599,825 | \$ 41,381,224 | \$ 62,042,964 | 49.9% |

POSITIVE
WARNING
NEGATIVE

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

BUDGET SUMMARY OF ALL FUNDS

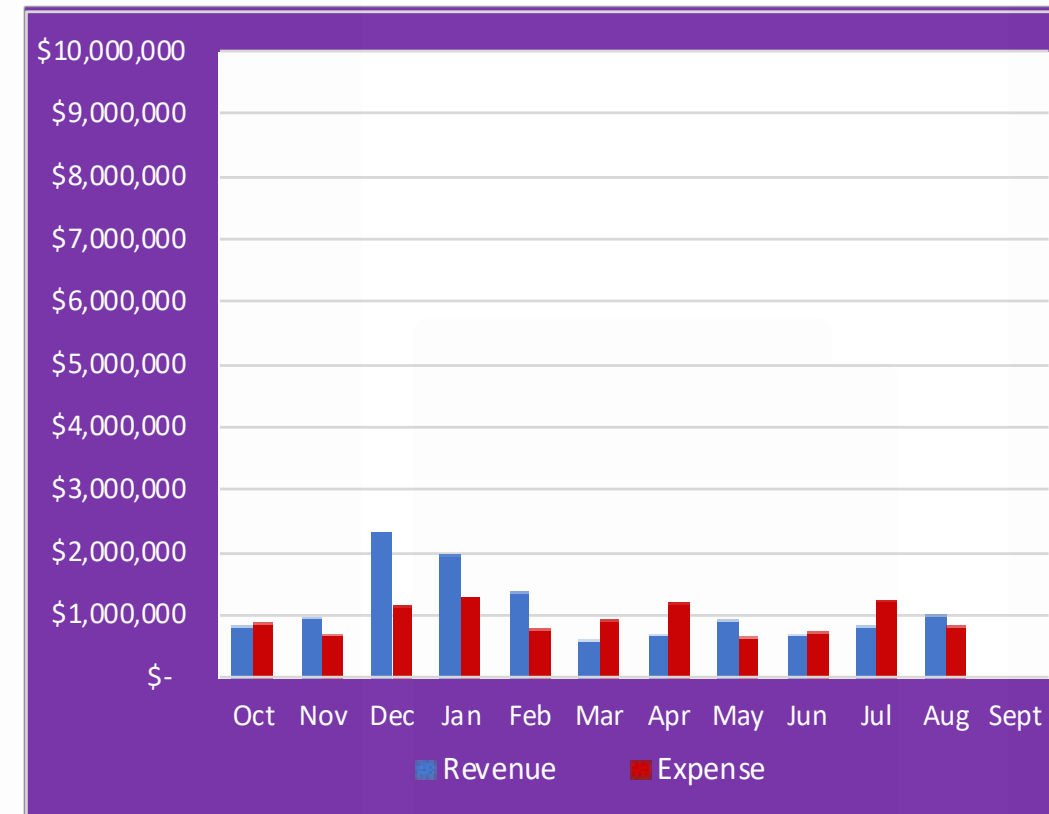
| | FY2020 <u>Approved Budget</u> | FY2020 <u>Forecast YTD</u> | FY2020 <u>Actual YTD</u> | <u>Variance</u> |
|---------------------------------|--|---------------------------------------|-------------------------------------|------------------------|
| <u>Expense:</u> | | | | |
| General | \$ 12,141,090 | \$ 10,680,583 | \$ 9,931,951 | -7.0% |
| Designated | 471,950 | 323,310 | 6,289 | -98.1% |
| Innovation | 978,205 | 634,400 | 450,648 | -29.0% |
| Street Maintenance | 1,285,345 | 1,207,345 | 1,207,196 | 0.0% |
| Debt Service | 2,790,559 | 2,525,561 | 2,525,727 | 0.0% |
| Water/Wastewater | 6,182,902 | 5,477,383 | 5,400,207 | -1.4% |
| Water/Wastewater Debt | 3,870,887 | 3,870,885 | 3,553,967 | -8.2% |
| Water/Wastewater Capital Proj. | 4,614,323 | 3,562,182 | 3,557,699 | -0.1% |
| Impact Fees | 732,691 | 155,650 | 136,330 | -12.4% |
| Vehicle & Equipment Replacement | 356,500 | 331,611 | 277,868 | -16.2% |
| Electric | 7,714,148 | 6,741,037 | 6,116,100 | -9.3% |
| HOT Tax Fund | 4,215,966 | 3,951,999 | 3,222,113 | -18.5% |
| Library Board | 23,453 | 21,499 | 4,903 | -77.2% |
| Park Dedication | 100,000 | - | - | 0.0% |
| Cemetery | 118,429 | 106,752 | 99,543 | -6.8% |
| Hunter's Crossing PID | 3,395,969 | 3,383,457 | 3,391,372 | 0.2% |
| Capital Projects (Bond) | 8,859,185 | 6,228,447 | 6,227,063 | 0.0% |
| Grant Fund | 2,863,125 | 1,053,006 | 1,051,070 | -0.2% |
| TOTAL EXPENSES | \$ 60,714,727 | \$ 50,255,107 | \$ 47,160,046 | -6.2% |
| Surplus/(Shortfall) | \$ (13,114,902) | \$ (8,873,883) | \$ 14,882,918 | -267.7% |

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

OVERALL FUND PERFORMANCE

GENERAL FUND REVENUES VS EXPENSES

| Month | FY2020 Revenue | FY2020 Expense | Monthly Variance |
|-----------------------|----------------------|---------------------|---------------------|
| Oct | \$ 793,594 | \$ 828,778 | \$ (35,184) |
| Nov | 927,420 | 679,143 | \$ 248,277 |
| Dec | 2,283,803 | 1,110,497 | \$ 1,173,306 |
| Jan | 1,909,225 | 1,242,730 | \$ 666,495 |
| Feb | 1,341,319 | 748,546 | \$ 592,773 |
| Mar | 571,335 | 897,197 | \$ (325,862) |
| Apr | 636,183 | 1,138,326 | \$ (502,143) |
| May | 896,526 | 603,745 | \$ 292,781 |
| Jun | 644,665 | 715,493 | \$ (70,828) |
| Jul | 807,093 | 1,202,188 | \$ (395,095) |
| Aug | 984,330 | 771,536 | \$ 212,794 |
| Sept | | | \$ - |
| Total | \$ 11,795,493 | \$ 9,938,179 | \$ 1,857,314 |
| Cumulative Forecast | \$ 11,192,585 | \$ 10,680,583 | \$ 512,002 |
| Actual to Forecast \$ | \$ 602,908 | \$ 742,404 | \$ 1,345,312 |
| Actual to Forecast % | 5.39% | 6.95% | 12.34% |



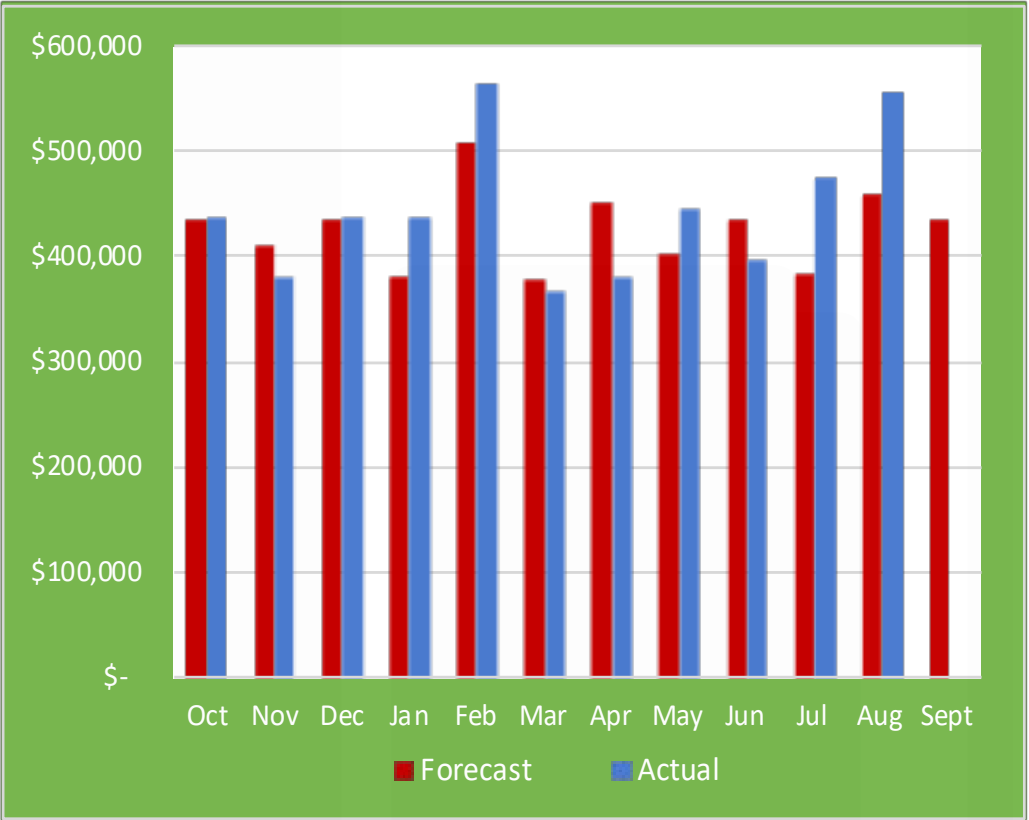
POSITIVE

Cumulatively overall, the General Fund is positive of forecasted by almost 10%. There is salary savings that is attributing to the positive expense variance. Also, departments were asked to only purchase those items that are essential and hold off on any special project expenses. Some contracts are paid out quarterly which is why expenses are higher in Jan., Apr., July, and September.

REVENUE ANALYSIS

SALES TAX REVENUE

| Month | FY2020 Forecast | FY2020 Actual | Monthly Variance |
|---------------------|---------------------|---------------------|-------------------|
| Oct | \$ 432,174 | \$ 434,511 | \$ 2,337 |
| Nov | 406,752 | 378,114 | \$ (28,638) |
| Dec | 432,174 | 434,387 | \$ 2,213 |
| Jan | 379,029 | 434,307 | \$ 55,278 |
| Feb | 505,312 | 562,560 | \$ 57,248 |
| Mar | 376,892 | 364,760 | \$ (12,132) |
| Apr | 448,102 | 379,155 | \$ (68,947) |
| May | 400,691 | 443,237 | \$ 42,546 |
| Jun | 432,174 | 394,160 | \$ (38,014) |
| Jul | 381,330 | 471,365 | \$ 90,035 |
| Aug | 457,596 | 552,230 | \$ 94,634 |
| Sept | 432,174 | | \$ - |
| Total | \$ 5,084,400 | \$ 4,848,786 | \$ 196,560 |
| Cumulative Forecast | \$ 4,652,226 | | |
| Actual to Forecast | \$ 196,560 | 4.2% | |

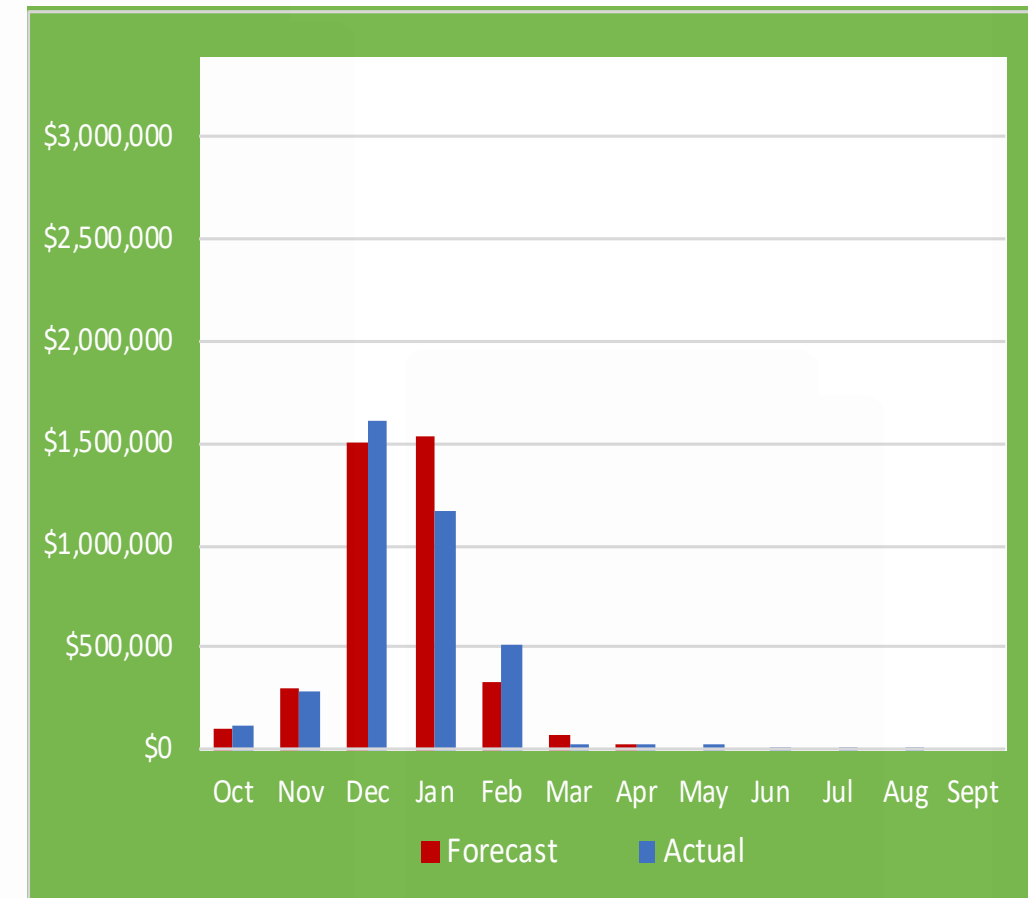


POSITIVE

Sales Tax is 42% of the total budgeted revenue for General Fund. The actual amounts for Oct. and Nov. are estimated due to the State Comptroller's two month lag in payment of these earned taxes. The actual is 4.2% over forecasted. The year end projection is expected to exceed the budgeted amount.

PROPERTY TAX REVENUE

| <u>Month</u> | <u>FY2020 Forecast</u> | <u>FY2020 Actual</u> | <u>Monthly Variance</u> |
|---------------------|----------------------------|--------------------------|-----------------------------|
| Oct | \$ 96,182 | \$ 110,455 | \$ 14,273 |
| Nov | 292,365 | 288,604 | \$ (3,761) |
| Dec | 1,500,445 | 1,610,759 | \$ 110,314 |
| Jan | 1,538,918 | 1,175,352 | \$ (363,566) |
| Feb | 323,202 | 516,287 | \$ 193,085 |
| Mar | 76,946 | 29,067 | \$ (47,879) |
| Apr | 19,236 | 20,390 | \$ 1,154 |
| May | - | 17,700 | \$ 17,700 |
| Jun | - | 14,276 | \$ 14,276 |
| Jul | - | 15,682 | \$ 15,682 |
| Aug | - | 14,165 | \$ 14,165 |
| Sept | - | - | - |
| Total | \$ 3,847,294 | \$ 3,812,737 | \$ (34,557) |
| Cumulative Forecast | \$ 3,847,294 | | |
| Actual to Forecast | \$ (34,557) | -0.90% | |



POSITIVE

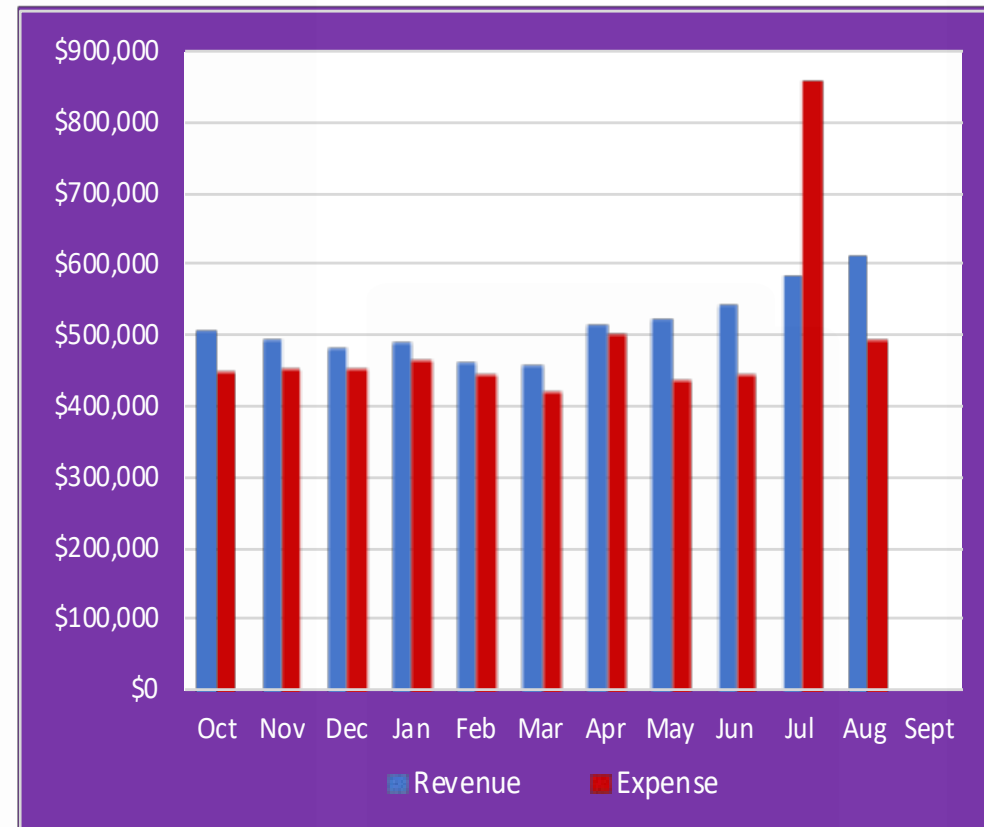
Property tax represents 31% of the total General Fund revenue budget. The actual is short the forecast by less than 1%. We have consistently had a 99% collection rate. The City received a supplemental report for Tax Year 2019 in April and it reflected a large decrease in the taxable valuation amount from the certified amounts received in July of 2019. **Due to this decrease it is not likely that we will collect the total amount budgeted.**

COMPREHENSIVE MONTHLY FINANCIAL REPORT – August 2020

OVERALL FUND PERFORMANCE

WATER/WASTEWATER FUND REVENUES VS EXPENSES

| <u>Month</u> | <u>FY2020 Revenue</u> | <u>FY2020 Expense</u> | <u>Monthly Variance</u> |
|-----------------------|-----------------------|-----------------------|-------------------------|
| Oct | \$ 501,916 | \$ 447,250 | \$ 54,666 |
| Nov | 490,855 | 449,305 | \$ 41,550 |
| Dec | 478,735 | 452,449 | \$ 26,286 |
| Jan | 485,721 | 463,689 | \$ 22,032 |
| Feb | 458,214 | 442,619 | \$ 15,595 |
| Mar | 452,776 | 418,358 | \$ 34,418 |
| Apr | 511,706 | 500,931 | \$ 10,775 |
| May | 518,149 | 436,064 | \$ 82,085 |
| Jun | 540,167 | 443,026 | \$ 97,141 |
| Jul | 579,571 | 854,870 | \$ (275,299) |
| Aug | 608,606 | 491,646 | \$ 116,960 |
| Sept | | | \$ - |
| Total | \$ 5,626,416 | \$ 5,400,207 | \$ 226,209 |
| Cumulative Forecast | \$ 5,551,712 | \$ 5,477,383 | \$ 74,329 |
| Actual to Forecast \$ | \$ 74,704 | \$ 77,176 | \$ 151,880 |
| Actual to Forecast % | 1.35% | 1.41% | 2.75% |



POSITIVE

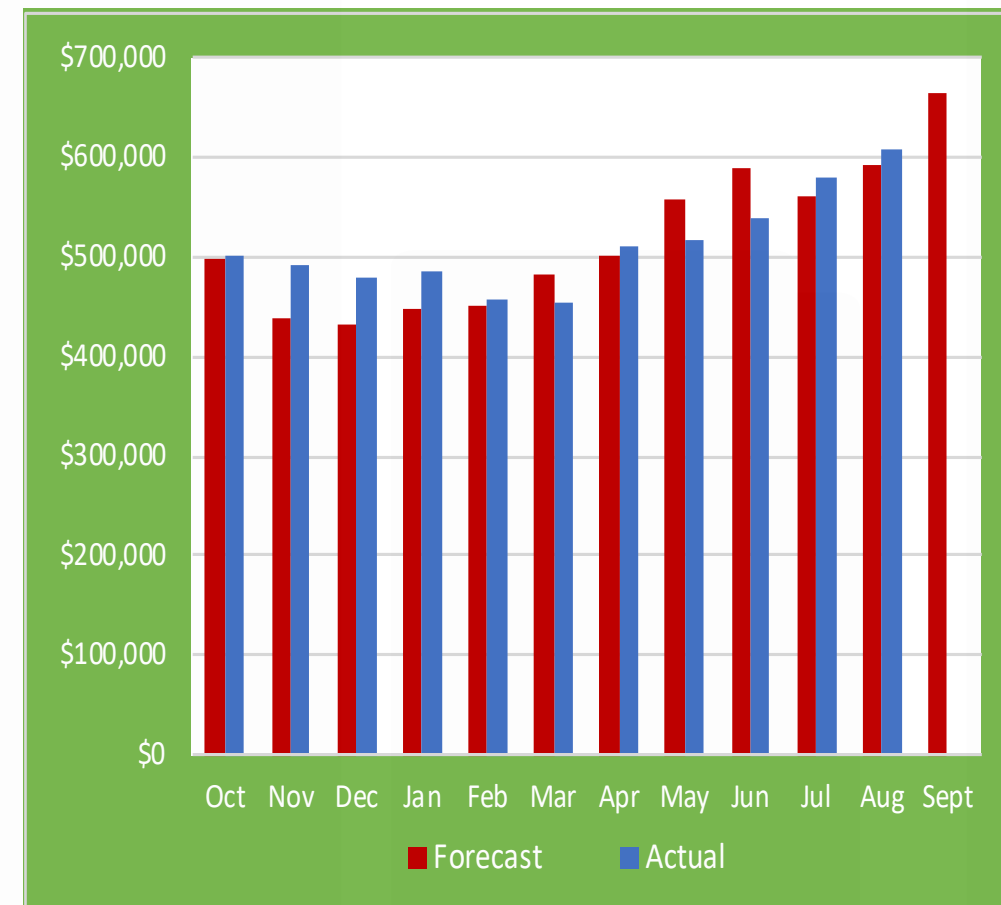
Water and wastewater fund is 2.75% net positive. There are several vacant positions in this fund and revenue is coming in higher than forecasted. July expense is up due to the issuance costs on the \$21M revenue bond closing during this month.

COMPREHENSIVE MONTHLY FINANCIAL REPORT – August 2020

REVENUE ANALYSIS

WATER/WASTEWATER REVENUE

| <u>Month</u> | <u>FY2020 Forecast</u> | <u>FY2020 Actual</u> | <u>Monthly Variance</u> |
|---------------------|------------------------|----------------------|-------------------------|
| Oct | \$ 497,087 | \$ 501,916 | \$ 4,829 |
| Nov | 439,890 | 490,855 | \$ 50,965 |
| Dec | 433,509 | 478,735 | \$ 45,226 |
| Jan | 447,943 | 485,721 | \$ 37,778 |
| Feb | 449,890 | 458,214 | \$ 8,324 |
| Mar | 482,653 | 452,776 | \$ (29,877) |
| Apr | 500,346 | 511,706 | \$ 11,360 |
| May | 558,717 | 518,149 | \$ (40,568) |
| Jun | 589,533 | 540,167 | \$ (49,366) |
| Jul | 560,665 | 579,571 | \$ 18,906 |
| Aug | 591,480 | 608,606 | \$ 17,126 |
| Sept | 663,111 | | |
| Total | \$ 6,214,824 | \$ 5,626,416 | \$ 74,703 |
| Cumulative Forecast | \$ 5,551,712 | | |
| Actual to Forecast | \$ 74,703 | 1.35% | |



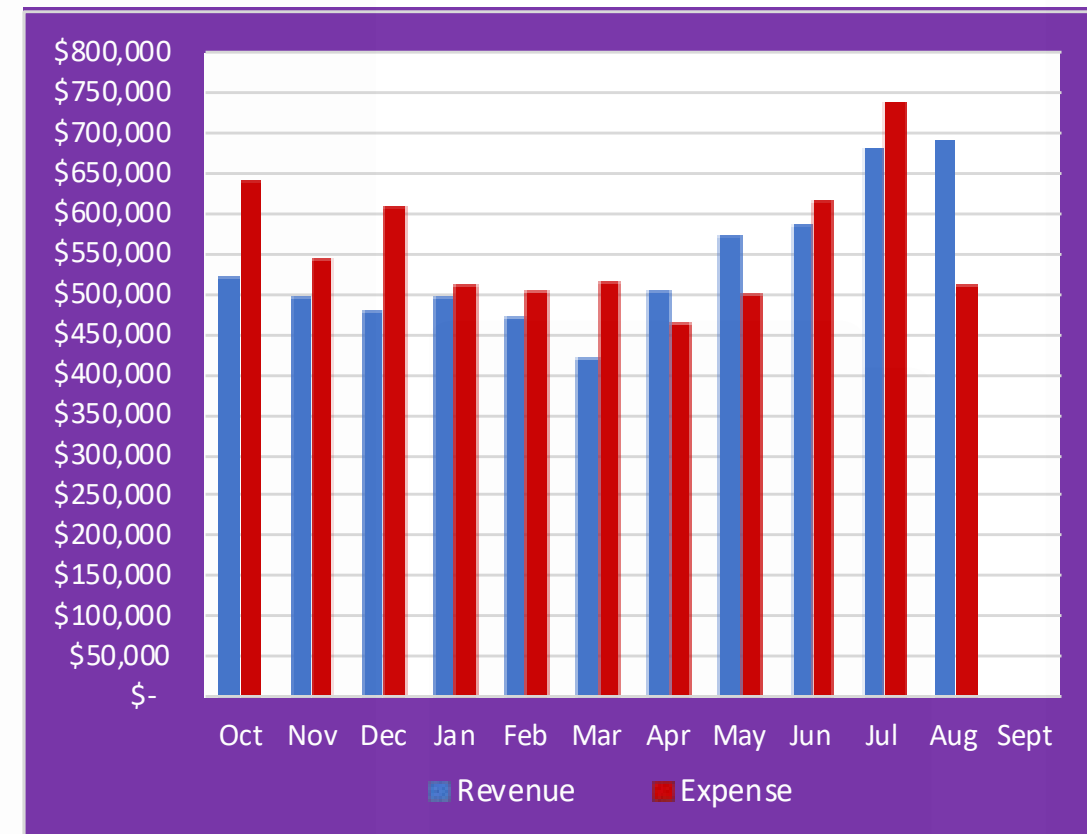
POSITIVE

The water and wastewater actual revenue is higher than forecast by slightly more than 1%. There were 6 new meters set this month, all residential.

OVERALL FUND PERFORMANCE

ELECTRIC FUND REVENUES VS EXPENSES

| <u>Month</u> | FY2020 <u>Revenue</u> | FY2020 <u>Expense</u> | Monthly <u>Variance</u> |
|-----------------------|--------------------------|--------------------------|----------------------------|
| Oct | \$ 520,687 | \$ 637,713 | \$ (117,026) |
| Nov | 493,894 | 541,649 | \$ (47,755) |
| Dec | 475,356 | 604,251 | \$ (128,895) |
| Jan | 493,218 | 507,590 | \$ (14,372) |
| Feb | 467,516 | 501,834 | \$ (34,318) |
| Mar | 419,164 | 510,512 | \$ (91,348) |
| Apr | 501,106 | 461,237 | \$ 39,869 |
| May | 569,284 | 497,301 | \$ 71,983 |
| Jun | 585,177 | 611,869 | \$ (26,692) |
| Jul | 676,900 | 735,142 | \$ (58,242) |
| Aug | 686,682 | 507,002 | \$ 179,680 |
| Sept | | | \$ - |
| Total | \$ 5,888,984 | \$ 6,116,100 | \$ (227,116) |
| Cumulative Forecast | \$ 6,220,273 | \$ 6,741,037 | \$ (520,764) |
| Actual to Forecast \$ | \$ (331,289) | \$ 624,937 | \$ 293,648 |
| Actual to Forecast % | -5.33% | 9.27% | 3.94% |



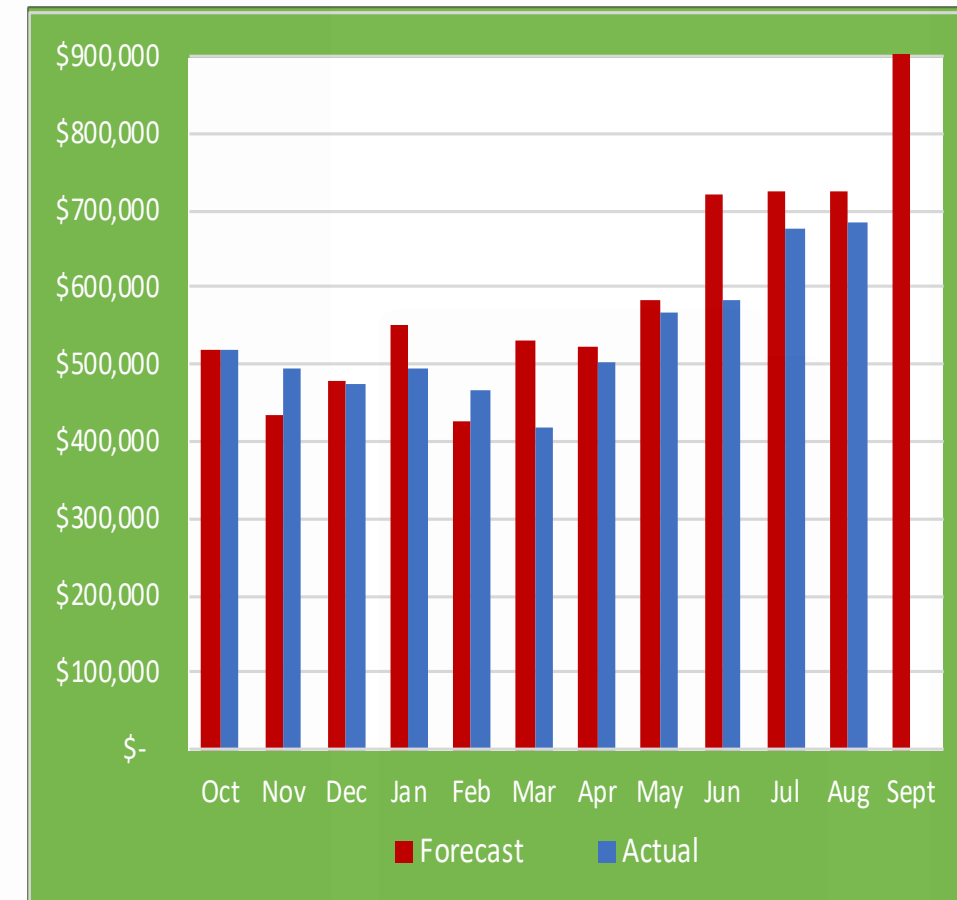
POSITIVE

The Electric utility fund is almost 4% net positive actual to forecast. The expense is higher in October due to budgeted annual transfers that were processed during this month. This budget was approved with expenditures exceeding revenues to utilize available fund balance for capital projects and special projects. Most of these projects have been put on hold due to COVID-19.

REVENUE ANALYSIS

ELECTRIC FUND REVENUE

| <u>Month</u> | FY2020 <u>Forecast</u> | FY2020 <u>Actual</u> | Monthly <u>Variance</u> |
|---------------------|---------------------------|-------------------------|----------------------------|
| Oct | \$ 517,966 | \$ 520,687 | \$ 2,721 |
| Nov | 435,450 | 493,894 | \$ 58,444 |
| Dec | 477,708 | 475,356 | \$ (2,352) |
| Jan | 551,515 | 493,218 | \$ (58,297) |
| Feb | 425,321 | 467,516 | \$ 42,195 |
| Mar | 531,386 | 419,164 | \$ (112,222) |
| Apr | 524,676 | 501,106 | \$ (23,570) |
| May | 585,063 | 569,284 | \$ (15,779) |
| Jun | 719,257 | 585,177 | \$ (134,080) |
| Jul | 725,966 | 676,900 | \$ (49,066) |
| Aug | 725,966 | 686,682 | \$ (39,284) |
| Sept | 906,288 | | |
| Total | \$ 7,126,562 | \$ 5,888,984 | \$ (331,290) |
| Cumulative Forecast | \$ 6,220,273 | | |
| Actual to Forecast | \$ (331,290) | -5.33% | |



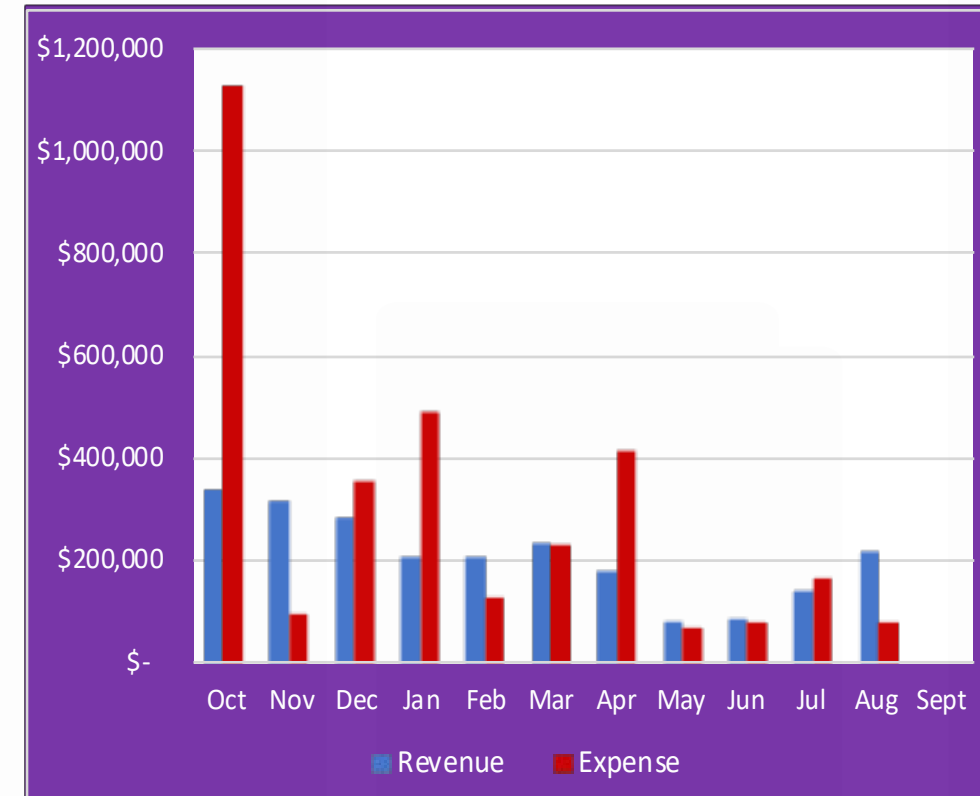
NEGATIVE

The Electric utility revenue is short of forecast by over 5%. There were no new meters set this month. There are several factors for this shortfall. LCRA applied a credit to the power bill that is now being passed through to the customers, creating a lower billed amount than previously forecasted. Also, extension fee revenue is well below forecasted amount.

OVERALL FUND PERFORMANCE

HOT TAX FUND REVENUES VS EXPENSES

| <u>Month</u> | <u>FY2020 Revenue</u> | <u>FY2020 Expense</u> | <u>Monthly Variance</u> |
|-----------------------|-----------------------|-----------------------|-------------------------|
| Oct | \$ 332,664 | \$ 1,120,211 | \$ (787,548) |
| Nov | 310,199 | 92,618 | \$ 217,581 |
| Dec | 276,054 | 354,093 | \$ (78,039) |
| Jan | 200,031 | 489,461 | \$ (289,430) |
| Feb | 203,616 | 125,811 | \$ 77,805 |
| Mar | 228,663 | 230,499 | \$ (1,836) |
| Apr | 174,091 | 412,556 | \$ (238,465) |
| May | 76,187 | 70,283 | \$ 5,904 |
| Jun | 83,458 | 80,999 | \$ 2,459 |
| Jul | 138,514 | 167,200 | \$ (28,686) |
| Aug | 210,877 | 78,382 | \$ 132,495 |
| Sept | | | |
| Total | \$ 2,234,354 | \$ 3,222,113 | \$ (987,760) |
| Cumulative Forecast | \$ 3,396,764 | \$ 3,951,999 | \$ (555,235) |
| Actual to Forecast \$ | \$ (1,162,411) | \$ 729,886 | \$ (432,525) |
| Actual to Forecast % | -34.22% | 18.47% | -15.75% |



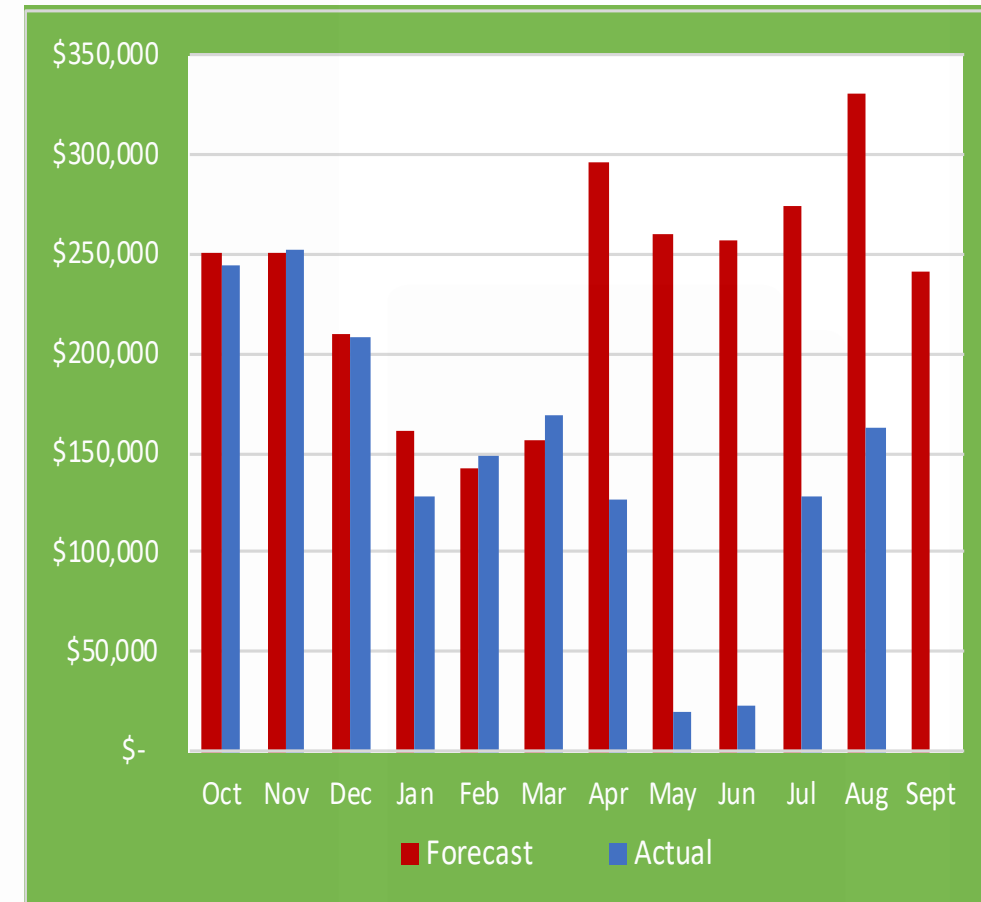
NEGATIVE

The HOT Tax fund is 15.75% net negative to forecasted. This shortage should level off over the next several months as expenses stay down and revenue increases. The 4th quarter payment to Visit Bastrop will not be paid in July however, the other community assets did receive their quarterly distribution.

REVENUE ANALYSIS

HOTEL OCCUPANCY TAX REVENUE

| Month | FY2020 Forecast | FY2020 Actual | Monthly Variance |
|----------------------|---------------------|---------------------|---------------------|
| Oct | \$ 250,522 | \$ 245,000 | \$ (5,522) |
| Nov | 250,672 | 251,784 | \$ 1,112 |
| Dec | 209,500 | 207,571 | \$ (1,929) |
| Jan | 161,857 | 128,943 | \$ (32,914) |
| Feb | 142,211 | 148,161 | \$ 5,950 |
| Mar | 155,935 | 168,239 | \$ 12,304 |
| Apr | 296,690 | 126,123 | \$ (170,567) |
| May | 260,463 | 19,933 | \$ (240,530) |
| Jun | 256,424 | 23,214 | \$ (233,210) |
| Jul | 274,446 | 128,591 | \$ (145,855) |
| Aug | 330,326 | 163,301 | \$ (167,025) |
| Sept | 241,454 | | |
| Total | \$ 2,830,500 | \$ 1,610,860 | \$ (978,186) |
| Cumulative Forecast | \$ 2,589,046 | | |
| Actual to Forecast % | \$ (978,186) | -37.8% | |



NEGATIVE

So far YTD we are almost 38% negative actual to forecast. **The Hotel Tax revenue YTD is \$974,690 less than same time last year.** This shortage can be attributed to the Hyatt Lost Pines closure and lower than normal occupancy due to COVID-19.

Legal fees by Attorney/Category

COMPREHENSIVE MONTHLY FINANCIAL REPORT – August 2020

| FIRM | CASE | FY17-18 | FY18-19 | FY19-20 |
|--|------------------------|-------------------|-------------------|-------------------|
| BUNDREN | | | | |
| | Pine Forest Interlocal | \$ 26,612 | \$ 6,195 | \$ 1,298 |
| TERRELL LAW FIRM | | | | |
| | Water permit | \$ 135 | \$ - | \$ - |
| BOJORQUEZ LAW FIRM | | | | |
| | General legal | \$ 245,168 | \$ 432,931 | \$ 176,130 |
| | COVID-19 | \$ - | \$ - | \$ 8,687 |
| | Vandiver | \$ 5,079 | \$ 1,857 | \$ - |
| | Pine Forest Interlocal | \$ 10,116 | \$ - | \$ 1,275 |
| | Prosecutor | \$ 19,633 | \$ 23,358 | \$ 14,071 |
| | Water/Wastewater | \$ 18,425 | \$ 46,721 | \$ 44,048 |
| MULTIPLE FIRMS | | | | |
| | Hunters Crossing PID | \$ - | \$ - | \$ 7,378 |
| | XS Ranch Bankruptcy | \$ 11,770 | \$ - | \$ - |
| RUSSEL RODRIGUEZ HYDE | | | | |
| | XS Ranch Water Right | \$ 27,965 | \$ 6,204 | \$ 3,355 |
| | Hunters Crossing PID | \$ 83,524 | \$ 89,899 | \$ 8,344 |
| | Water/Wastewater | \$ 910 | \$ - | \$ - |
| TAYLOR, OLSON, ADKINS, SRALLA & ELAM, LLP | | | | |
| | Red Light Camera Sui | \$ 2,124 | \$ 717 | \$ 64 |
| | Total Legal | \$ 451,460 | \$ 607,881 | \$ 264,649 |

Summary by Case/Type

| Row Labels | Sum of FY17-18 | Sum of FY18-19 | Sum of FY19-20 |
|------------------------|-----------------------|-----------------------|-----------------------|
| General legal | \$ 245,168 | \$ 432,931 | \$ 176,130 |
| Hunters Crossing PID | \$ 83,524 | \$ 89,899 | \$ 15,722 |
| Pine Forest Interlocal | \$ 36,728 | \$ 6,195 | \$ 2,573 |
| Prosecutor | \$ 19,633 | \$ 23,358 | \$ 14,071 |
| Red Light Camera Suit | \$ 2,124 | \$ 717 | \$ 64 |
| Vandiver | \$ 5,079 | \$ 1,857 | \$ - |
| Water permit | \$ 135 | \$ - | \$ - |
| Water/Wastewater | \$ 19,335 | \$ 46,721 | \$ 44,048 |
| XS Ranch Bankruptcy | \$ 11,770 | \$ - | \$ - |
| XS Ranch Water Rights | \$ 27,965 | \$ 6,204 | \$ 3,355 |
| COVID-19 | \$ - | \$ - | \$ 8,687 |
| Grand Total | \$ 451,460 | \$ 607,881 | \$ 264,649 |



STAFF REPORT

MEETING DATE: October 13, 2020

AGENDA ITEM: 7

TITLE:

CITIZEN COMMENTS

At this time, three (3) minute comments will be taken from the audience on any topic. To address the Council in person, please submit a fully completed request card to the City Secretary prior to the start of the meeting or to have it read from the dais, complete a citizen comment form with comments at www.cityofbastrop.org/citizencommentform before 5:00 p.m. on October 13, 2020. Submitted comments will be read aloud at the meeting. Comments from each individual will be limited to three (3) minutes when read aloud. In accordance with the Texas Open Meetings Act, if a citizen discusses any item not on the agenda, City Council cannot discuss issues raised or make any decision at this time. Instead, City Council is limited to making a statement of specific factual information or a recitation of existing policy in response to the inquiry. Issues may be referred to City Manager for research and possible future action.

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



STAFF REPORT

MEETING DATE: October 13, 2020

AGENDA ITEM: 8A

TITLE:

Consider action to approve City Council minutes from the September 17, 2020 Boards and Commissions Orientation and September 22, 2020 Regular meeting.

STAFF REPRESENTATIVE:

Paul A. Hofmann, City Manager
Ann Franklin, City Secretary

BACKGROUND/HISTORY:

N/A

POLICY EXPLANATION:

Section 551.021 of the Government Code provides as follows:

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

FUNDING SOURCE:

N/A

RECOMMENDATION:

Consider action to approve City Council minutes from the September 17, 2020 Boards and Commissions Orientation and September 22, 2020 Regular meeting.

ATTACHMENTS:

- September 17, 2020, DRAFT Boards and Commissions Orientation.
- September 22, 2020, DRAFT Regular Meeting Minutes.

September 22, 2020

The Bastrop City Council met in a Budget and Tax Rate Meeting on Tuesday, September 22, 2020, at 6:30 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members physically present were: Mayor Schroeder, Mayor Pro Tem Nelson and Council Members Ennis, Peterson, and Rogers. Council Member Jackson was present via video. Officers physically present were City Manager, Paul A. Hofmann; 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**INVOCATION**

Pastor Robert Oliver, gave the invocation.

PRESENTATIONS

- 4A. Mayor's Report
- 4B. Council Members' Report
- 4C. City Manager's Report
- 4D. A proclamation of the City Council of the City of Bastrop, Texas, recognizing October 2, 2020 as National Custodial Workers Recognition Day.
The proclamation was read into record by Mayor Schroeder.
- 4E. A proclamation of the City Council of the City of Bastrop, Texas recognizing the Month of October as National Community Planning Month.
The proclamation was read into record by Mayor Schroeder.
- 4F. A proclamation of the City Council of the City of Bastrop, Texas acknowledging the Week of October 4 - October 10, 2020 as National Fire Prevention Week in the City of Bastrop, TX.
The proclamation was read into record by Mayor Schroeder.

WORK SESSION/BRIEFINGS

- 5A. Receive a presentation and hold discussion on contracting method for Water Treatment Plant (Construction Manager at Risk vs. traditional design/bid/build).
Presentation was made by Kendall King and Charles Wolf of Freese and Nichols.

ITEMS FOR INDIVIDUAL CONSIDERATION

- 9E. Consider action to approve Resolution No. R-2020-91 City Council of the City of Bastrop, Texas, approving an amendment to Task Order No 2 with Freese and Nichols Engineers to include a Construction Manager at Risk services in the amount of Sixty Thousand Dollars Nine hundred and thirty-six dollars and Zero Cents

(\$60,936.00) as attached in Exhibit A, authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

A motion was made by Council Member Ennis to approve Resolution No. R-2020-91, seconded by Council Member Peterson, motion was approved on a 5-0 vote.

STAFF AND BOARD REPORTS - NONE

CITIZEN COMMENT - NONE

CONSENT AGENDA

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

- 8A. Consider action to approve City Council minutes from the September 8, 2020 Budget and Tax Rate and Regular meetings.
- 8B. Consider action to approve the second reading of Resolution No. R-2020-81 of the City Council of the City of Bastrop, Texas, approving the distribution of funds to Bastrop businesses to assist businesses with expansion of their enterprise pre- and post-COVID-19 disaster and/or with the retention and training of employees during the COVID-19 Pandemic and National Disaster, in an amount exceeding TEN THOUSAND DOLLARS (\$10,000.00) per project and per business; providing an effective date.

ITEMS FOR INDIVIDUAL CONSIDERATION CONTINUED

- 9A. Consider and adopt on first and final reading Ordinance No. 2020-25 as an emergency measure ratifying temporary Emergency Orders enacted by the Mayor in her capacity as Emergency Management Director in regards to the current Local State of Disaster, for the immediate preservation of the public peace, health or safety. **Mayor Schroeder did not approve any Emergency Orders since the last Council meeting, ratified the modification of Phased Reopening Plan for phase 3.**

A motion was made by Council Member Ennis to approve Ordinance No. 2020-25 to modify Phase 3 to allow utilization of the Convention Center with the Mayor and City Manager's approval, seconded by Council Member Peterson, motion was approved on a 5-0 vote.

- 9I. Consider action to approve the first reading of Resolution No. R-2020-93 of the City Council of the City of Bastrop, Texas, approving Project Gummy Bears in an amount exceeding Ten Thousand Dollars (\$10,000.00) for the project; and providing an effective date; and move to include on the October 13, 2020 City Council agenda for second reading. **Presentation was made by Chief Executive Officer of Bastrop Economic Development Corporation, Cameron Cox.**

A motion was made by Council Member Rogers to approve the first reading of Resolution No. R-2020-93, seconded by Council Member Ennis, motion was approved on a 5-0 vote.

Mayor Schroeder recessed the Council Meeting at 8:11 p.m.

Mayor Schroeder called the Council Meeting back to order at 8:17 p.m.

- 9B. Consider action to approve the second reading of Ordinance No. 2020-27 of the City Council of the City of Bastrop, Texas adopting a budget for the Fiscal Year 2020-2021 (October 1, 2020 through September 30, 2021) attached as Exhibit A; making certain appropriations; and providing that expenditures for said Fiscal Year be made in accordance with said budget; providing a distribution; severability; repealer; an effective date; and proper notice and meeting.

Presentation was made by Chief Financial Officer, Tracy Waldron.

A motion was made by Mayor Pro Tem Nelson to approve the second reading of Ordinance No. 2020-27, seconded by Council Member Peterson, motion was approved on a 5-0 vote.

| | | | | |
|--------------------------------|------------------|-------------------|-----------------------|----------------------|
| Mayor Pro Tem Nelson | Yea <u> X </u> | Nay <u> </u> | Abstain <u> </u> | Absent <u> </u> |
| Council Member Jackson | Yea <u> X </u> | Nay <u> </u> | Abstain <u> </u> | Absent <u> </u> |
| Council Member Ennis | Yea <u> X </u> | Nay <u> </u> | Abstain <u> </u> | Absent <u> </u> |
| Council Member Rogers | Yea <u> X </u> | Nay <u> </u> | Abstain <u> </u> | Absent <u> </u> |
| Council Member Peterson | Yea <u> X </u> | Nay <u> </u> | Abstain <u> </u> | Absent <u> </u> |

- 9C. Consider action to approve Resolution No. R-2020-92 of the City Council of the City of Bastrop, Texas, ratifying that the adoption of the Fiscal Year 2020-2021 budget will require raising more revenue from property taxes than in the previous year.

Presentation was made by Chief Financial Officer, Tracy Waldron

A motion was made by Mayor Pro Tem Nelson to approve Resolution No. R-2020-92 to ratify the vote just taken to approve the Fiscal Year 2020-2021 budget which will raise more revenues from ad valorem taxes than the previous fiscal year, seconded by Council Member Rogers, motion was approved on a 5-0 vote.

| | | | | |
|--------------------------------|------------------|-------------------|-----------------------|----------------------|
| Mayor Pro Tem Nelson | Yea <u> X </u> | Nay <u> </u> | Abstain <u> </u> | Absent <u> </u> |
| Council Member Jackson | Yea <u> X </u> | Nay <u> </u> | Abstain <u> </u> | Absent <u> </u> |
| Council Member Ennis | Yea <u> X </u> | Nay <u> </u> | Abstain <u> </u> | Absent <u> </u> |
| Council Member Rogers | Yea <u> X </u> | Nay <u> </u> | Abstain <u> </u> | Absent <u> </u> |
| Council Member Peterson | Yea <u> X </u> | Nay <u> </u> | Abstain <u> </u> | Absent <u> </u> |

- 9D. Consider action to approve the second reading of Ordinance No. 2020-28 of the City Council of the City of Bastrop, Texas, adopting the tax roll, adopting the tax rate, and levying ad valorem taxes for the Fiscal Year 2020-2021 to provide revenue for the payment of budgeted municipal expenditures; and providing for tax assessment; records; severability; an effective date; and proper notice and meeting.

Presentation was made by Chief Financial Officer, Tracy Waldron.

A motion was made by Council Member Ennis to increase the property tax rate by the adoption of a tax rate of 0.5794, which is effectively a 3.5 percent increase in the tax rate, approve the second reading of Ordinance No. 2020-28, seconded by Council Member Jackson, motion was approved on a 5-0 vote.

| | | | | |
|--------------------------------|------------------|-------------------|-----------------------|----------------------|
| Mayor Pro Tem Nelson | Yea <u> X </u> | Nay <u> </u> | Abstain <u> </u> | Absent <u> </u> |
| Council Member Jackson | Yea <u> X </u> | Nay <u> </u> | Abstain <u> </u> | Absent <u> </u> |
| Council Member Ennis | Yea <u> X </u> | Nay <u> </u> | Abstain <u> </u> | Absent <u> </u> |
| Council Member Rogers | Yea <u> X </u> | Nay <u> </u> | Abstain <u> </u> | Absent <u> </u> |
| Council Member Peterson | Yea <u> X </u> | Nay <u> </u> | Abstain <u> </u> | Absent <u> </u> |

9F. Consider action to approve Resolution No. R-2020-88 of the City Council of the City of Bastrop, Texas confirming a board appointment of Jeff Haladyna to Place 4 on the Zoning Board of Adjustments, as required in Section 3.08 of the City’s Charter, and establishing an effective date.

A motion was made by Council Member Rogers to approve Resolution No. R-2020-88, seconded by Council Member Ennis, motion was approved on a 5-0 vote.

9G. Consider action to approve Resolution No. R-2020-89 of the City Council of the City of Bastrop, Texas, approving the Bastrop Public Library to accept a grant in the amount of Seven Thousand Nine Hundred Two and 00/100 Dollars (\$7,902) of CARES funding from the Institute for Museum and Library Services and the Texas State Library and Archives Commission for the equipment and software to implement touchless and contactless self-checkout; authorizing the City Manager to execute all necessary documents; and providing an effective date.

A motion was made by Council Member Rogers to approve Resolution No. R-2020-89, seconded by Council Member Peterson, motion was approved on a 5-0 vote.

9H. Consider action to approve Resolution No. R-2020-90 of the City Council of the City of Bastrop, Texas approving an Amendment to Task Order No. BAS.006A to KSA Engineers for additional engineering design services to include a new water line and diesel engine generator (in lieu of gas engine generator) in the amount of Two Hundred Fifty-five Thousand Five Hundred Dollars and Zero Cents (\$255,500.00) as attached in Exhibit A, authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

Presentation was made by Assistant City Manager, Trey Job.

A motion was made by Council Member Rogers to approve Resolution No. R-2020-90, seconded by Council Member Peterson, motion was approved on a 5-0 vote.

EXECUTIVE SESSION

The City Council met at 8:30 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 Texas Government Code Sections 551.071 and 551.072, to seek the advice of legal counsel, and to deliberate upon the acquisition of real property interests associated with the construction of Wastewater Treatment Plant #3 at 385 SH 304, Unit B, Bastrop, TX 78602, and its collections systems, including all related agreements, authorizations, easements, resolutions, and associated legal actions.
- 10B. City Council shall convene into closed executive session pursuant to Sections 551.071 and 551.072 of the Texas Government Code to deliberate the acquisition of property associated with Fairview Cemetery.

The Bastrop City Council reconvened at 9:22 p.m. into open (public) session.

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

- 10A. City Council shall convene into closed executive session pursuant to Texas Government Code Sections 551.071 and 551.072, to seek the advice of legal counsel, and to deliberate upon the acquisition of real property interests associated with the construction of Wastewater Treatment Plant #3 at 385 SH 304, Unit B, Bastrop, TX 78602, and its collections systems, including all related agreements, authorizations, easements, resolutions, and associated legal actions.
A motion was made by Mayor Pro Tem Nelson to approve Resolutions No. R-2020-94, 2020-95, and 2020-96, seconded by Council Member Ennis, motion was approved on a 5-0 vote.
- 10B. City Council shall convene into closed executive session pursuant to Sections 551.071 and 551.072 of the Texas Government Code to deliberate the acquisition of property associated with Fairview Cemetery.
A motion was made by Council Member Ennis to authorize the City Manager to negotiate for purchase of property associated with Fairview Cemetery in accordance with the appraisal and instructions offered in the Executive Session, seconded by Council Member Rogers, motion was approved on a 5-0 vote.

ADJOURNMENT

Adjourned at 9:23 p.m. without objection.

APPROVED:

ATTEST:

Mayor Connie B. Schroeder

City Secretary Ann Franklin

The Minutes were approved on October 13, 2020, by Council Member motion, Council Member second. The motion was approved on a vote.

**BOARD AND COMMISSION ORIENTATION
SEPTEMBER 17, 2020**

The Bastrop City Council; Bastrop Art in Public Places; Cemetery Advisory Board; Construction Standards Board; Bastrop Economic Development Board; Ethics Commission; Historic Landmark Commission; Bastrop Housing Authority; Hunters Crossing Local Government Corporation; Library Board; Main Street Advisory Board; Bastrop Parks Board/Tree Board; Planning & Zoning Commission; and Zoning Board of Adjustment attended the Board and Commission Orientation on Thursday, September 17, 2020, at 5:30 p.m. via virtual.

ORIENTATION – CALL TO ORDER

At 5:30 p.m. Mayor Schroeder called the meeting of the City Council; Bastrop Art in Public Places; Cemetery Advisory Board; Construction Standards Board; Bastrop Economic Development Board; Ethics Commission; Historic Landmark Commission; Bastrop Housing Authority; Hunters Crossing Local Government Corporation; Library Board; Main Street Advisory Board; Bastrop Parks Board/Tree Board; Planning & Zoning Commission; and Zoning Board of Adjustment to order.

WELCOME AND PURPOSE OF ORIENTATION

Mayor Schroeder gave the welcome and purpose of the orientation.

INTRODUCTION

City Manager Paul A. Hofmann gave an introduction.

ETHICS ORDINANCE AND YOUR RESPONSIBILITIES AS A BOARD MEMBER

Presented by City Attorney, Alan Bojorquez.

OVERVIEW OF OPEN RECORDS ACT

Presented by City Attorney, Alan Bojorquez.

OVERVIEW OF OPEN MEETINGS ACT

Presented by City Attorney, Alan Bojorquez.

GENERAL PROTOCOL FOR BEING A GOOD BOARD MEMBER

Presented by City Attorney, Alan Bojorquez.

ADJOURNMENT

At 7:50 p.m., Mayor Schroeder adjourned all boards without objections.

APPROVED:

ATTEST:

Mayor Connie B. Schroeder

City Secretary Ann Franklin

The Minutes were approved on October 13, 2020, by Council Member motion, Council Member second. The motion was approved on a vote.



STAFF REPORT

MEETING DATE: October 13, 2020

AGENDA ITEM: 8B

TITLE:

Consider action to approve the second reading of Resolution No. R-2020-93 of the City Council of the City of Bastrop, Texas, approving Project Gummy Bears in an amount exceeding Ten Thousand Dollars (\$10,000.00) for the project; and providing an effective date.

STAFF REPRESENTATIVE:

Cameron Cox, Bastrop EDC Chief Executive Officer

BACKGROUND/HISTORY:

The BEDC is seeking approval of a project under Section 505.158(b) of the Local Government Code, a/k/a the Texas Economic Development Act, which mandates that prior to the BEDC funding a project involving an expenditure by the BEDC of more than \$10,000, per project, the City Council shall adopt a Resolution authorizing the project, which Resolution shall be read by the City Council, on two separate occasions. Texas Local Government Code Chapters 501 and 505 are written for cities and economic development corporations to use funds on projects that promote workforce training and development, higher education, capital development and/or business enterprise expansion for all size businesses located within the City of Bastrop.

POLICY EXPLANATION:

Section 505.158(b) of the Local Government Code, a/k/a the Texas Economic Development Act, mandates that prior to the BEDC funding a project involving an expenditure by the BEDC of more than \$10,000, per project, the City Council shall adopt a Resolution authorizing the project, which Resolution shall be read by the City Council on two separate occasions.

FUNDING SOURCE:

Approved by Bastrop EDC Board on September 21, 2020.

RECOMMENDATION:

Recommend approval of second reading of Resolution No. R-2020-93 of the City Council of the City of Bastrop, Texas, approving of Project Gummy Bears in an amount exceeding Ten Thousand Dollars (\$10,000.00) for project; and providing an effective date.

ATTACHMENTS:

- Draft Resolution R-2020-93
- Memo

RESOLUTION NO. R-2020-93

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING PROJECT GUMMY BEARS IN AN AMOUNT EXCEEDING TEN THOUSAND DOLLARS (\$10,000.00) FOR THE PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of the Bastrop Economic Development Corporation (“BEDC”) met on September 21, 2020, and took formal action to support and provide funds for various economic development projects under Chapters 501 and 505 of the Texas Local Government Code; and

WHEREAS, Section 505.158(b) of the Local Government Code, a/k/a the Texas Economic Development Act, mandates that prior to the BEDC funding a project involving an expenditure by the BEDC of more than \$10,000, per project, the City Council shall adopt a Resolution authorizing the project, which Resolution shall be read by the City Council, on two separate occasions; and

WHEREAS, the City has reviewed the September 21, 2020 actions of the BEDC related to Project Gummy Bears noted herein below, has considered and evaluated that project, and has found it meritorious of the Council’s approval; and

WHEREAS, the Texas Local Government Code Chapters 501 and 505 are written for cities and economic development corporations to use funds on projects that promote workforce training and development, higher education, capital development and/or business enterprise expansion for all size businesses located within the City of Bastrop; and

WHEREAS, two businesses within the City of Bastrop are seeking to expand at three locations, provide and promote workforce training and development, higher education, capital development and business enterprise expansion to include improving real property at three locations, developing a higher education curriculum and workforce training center, and to provide for a future expansion at the Industrial Park of the BEDC; and

WHEREAS, the BEDC desires to offer incentives to be paid in accordance with the project’s goals and objectives, as well as being conducted in accordance with the BEDC’s strategic plan completed in 2019;

WHEREAS, the BEDC has entered into a performance agreement in accordance with Section 501.158 of the Texas Local Government Code and in conformity with the Act; and

WHEREAS, the BEDC considered the capital contributions, property improvements, the workforce development training, higher education programs to be offered, and the certifications and curriculum to be developed with this project to evaluate the amounts to be awarded in this project as incentives; and

WHEREAS, the BEDC is awarding more than \$10,000 for this project under this Resolution, which requires the City of Bastrop City Council to approve of this project at two readings; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public, and public notice of the time, place and purpose at which it was read was given in accordance with Chapter 551, Texas Government Code.

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

SECTION 1. The City Council of the City of Bastrop, Texas, hereby approves of Project Gummy Bears and the Resolution 2020-0024 passed by the BEDC Board of Directors on September 21, 2020.

SECTION 2. The City Manager is hereby authorized to convey a copy of this Resolution of approval, as appropriate.

SECTION 3. This resolution shall take effect immediately from and after its passage, and it is duly resolved.

READ and ACKNOWLEDGED on First Reading on the 22nd day of September 2020.

READ and APPROVED on the Second Reading on the 13th day of October 2020.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

AGENDA MEMORANDUM

Meeting Date: October 13, 2020

Agenda Item: Consider action to approve the second reading of Resolution No. R-2020-93 of the City Council of the City of Bastrop, Texas, approving Project Gummy Bears in an amount exceeding Ten Thousand Dollars (\$10,000.00) for the project; and providing an effective date.

Prepared by: Cameron Cox, CEO, Bastrop Economic Development Corporation (BEDC)

At the Council meeting on September 22, 2020, the Bastrop City Council approved an agreement for Project Gummy Bears with the Bastrop Economic Development Corporation. After the first reading of the resolution, the BEDC was able to announce the details of the project.

The agreement will be between the BEDC and Deep in the Heart Art Foundry for business development and workforce training centers. The project includes classroom space and shared training equipment, along with special workforce certifications from Austin Community College and other institutes of higher education. The BEDC is partnering with the Art Foundry to expand two businesses in Bastrop at three locations and includes more than \$2 million in capital improvements.

ACC, in partnership with BEDC and Texas Workforce Solutions, plans to begin their first phase of mobile training classes in the building located at 402 Technology Drive in the Bastrop Business & Industrial Park by November 2020. ACC will offer morning and evening HVAC and welding training and certification, with registration for the classes set to open in October.

As part of its agreement with the Art Foundry, a grant of \$205,000 is being provided for the Art Foundry to construct and design this classroom and workshop space and to purchase and maintain equipment for educational purposes. This agreement also includes 1,000 square feet of classroom space and workshop space for ACC and other institutes of higher learning to use at no cost at this location. BEDC will then pay \$1.00 (one dollar) per year for 10 years of this classroom and learning space to be used by ACC and others.

In addition, BEDC is providing a \$150,000 grant to the Art Foundry to expand its business into the remaining 6,000 square feet at 402 Technology Drive to accommodate recent growth opportunities and development. This money is to be used in accordance with the performance agreement approved by the BEDC Board on September 21, 2020.

In addition to constructing classroom space and expanding their production at 402 Technology Drive, the Art Foundry is simultaneously expanding its business model to include an art gallery and retail store, and wine bar and hospitality space in Historic Downtown Bastrop at the corner of Water and Chestnut Streets. The company is purchasing this 7,000-square-foot building, currently owned by Water Street Millworks, and converting it into a state-of-the-art gallery, retail store and wine bar/eatery downtown. The Art Foundry plans to partner with The Art Institutes to offer curriculum at this location in the future. BEDC is funding part of these renovation costs to include updating the electrical, plumbing, HVAC and structural elements and to bring them up to current fire and safety codes in an amount not to exceed \$175,000.

Water Street Millworks is then moving its business to 292 Industrial Blvd. to expand its production to meet increased demand. Moving and expanding the Millworks business out of the historic downtown area and into an industrial park designed for this type of manufacturing meets with all BEDC designated objectives and strategic plan. BEDC is helping in this business expansion and relocation costs by providing up to \$70,000 in grant funds to offset the costs of moving and renovating the new location for cabinet manufacturing, as well as the costs associated with both businesses moving and retrofitting at all three locations.

Attachment:
Draft Resolution No. R-2020-93

Recommendation – Approve the Resolution as presented.

[RECOMMENDED MOTION] – I move to approve Resolution No. R-2020-93.





STAFF REPORT

MEETING DATE: October 13, 2020

AGENDA ITEM: 8C

TITLE:

Consider action to approve Resolution No. R-2020-98, of the City Council of the City of Bastrop, Texas, amending Resolution No. R-2020-42, approving the Bastrop Police Department to apply for a grant for a grant from the Edward Byrne Memorial Justice Assistance Grant Program (JAG) for a major/critical scene lighting system at a total cost of Ten Thousand Nine Hundred Forty-Eight Dollars and Ninety Seven Cents (\$10,948.97) with no matching funds from the City of Bastrop; authorizing the Chief of Police as the grantee's authorized official; providing for a severability clause; and establishing an effective date.

STAFF REPRESENTATIVE:

Clint A. Nagy, Chief of Police

BACKGROUND/HISTORY:

On May 26th, 2020, Resolution No. R-2020-42 was approved but requires update. The updates are as follows.

- "Interim" has been removed from Chief throughout Resolution R-2020-92
- "Edward Byrne Memorial Justice Assistance Grant" was added to header.
- "Office of the Governor – Criminal Justice Division (OG-DOJ)" language was added for compliance for loss and misuse reimbursement.
- "Capital Area Council of Governments CAPCOG" removed from resolution.

POLICY EXPLANATION:

N/A

FUNDING SOURCE:

This project is completely grant funded and has no adverse impact to the City's budget.

RECOMMENDATION:

Consider action to approve Resolution No. R-2020-98, of the City Council of the City of Bastrop, Texas, amending Resolution No. R-2020-42, approving the Bastrop Police Department to apply for a grant for a grant from the Edward Byrne Memorial Justice Assistance Grant Program (JAG) for a major/critical scene lighting system at a total cost of Ten Thousand Nine Hundred Forty-Eight Dollars and Ninety Seven Cents (\$10,948.97) with no matching funds from the City of Bastrop; authorizing the Chief of Police as the grantee's authorized official; providing for a severability clause; and establishing an effective date.

ATTACHMENTS:

- Resolution R-2020-98

RESOLUTION NO. R-2020-98

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE BASTROP POLICE DEPARTMENT TO APPLY FOR A GRANT FROM THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM (JAG) FOR A MAJOR/CRITICAL SCENE LIGHTING SYSTEM AT A TOTAL COST OF TEN THOUSAND NINE HUNDRED FORTY-EIGHT DOLLARS 97/100 (\$10,948.97) WITH NO MATCHING FUNDS FROM THE CITY OF BASTROP; AUTHORIZING THE CHIEF OF POLICE AS THE GRANTEE'S AUTHORIZED OFFICIAL; PROVIDING FOR A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop finds it in the best interest of the citizens of Bastrop, that the Bastrop Police Department apply for a grant from the Office of the Governor – Criminal Justice Division (OG-DOJ) Grant for a crime scene, major crash, major incident, and special event lighting system at a total cost of ten thousand nine hundred forty-eight 97/100 dollars (\$10,948.97) with no matching funds from the City of Bastrop; and

WHEREAS, the City of Bastrop agrees that in the event of loss or misuse of the Justice Assistance Grant, the City of Bastrop City Council assures that the funds will be returned to the Office of the Governor-Criminal Justice Division (OG-CJD) in full; and

WHEREAS, the City of Bastrop designates Chief of Police as the Grantee's authorized official. The authorized official is given the power to apply for, reject, alter, or terminate the grant on behalf of the applicant agency.

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

Section 1. The City Council of the City of Bastrop approves the Bastrop Police Department's application to the Office of the Governor – Criminal Justice Division (OG-DOJ) Grant for Major/Critical Scene Lighting System.

Section 2. Any prior resolution of the City Council in conflict with the provisions contained in this resolution are hereby repealed and revoked.

Section 3: Should any part of this resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby severable.

Section 4: This resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 13th day of October 2020.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



STAFF REPORT

MEETING DATE: October 13, 2020

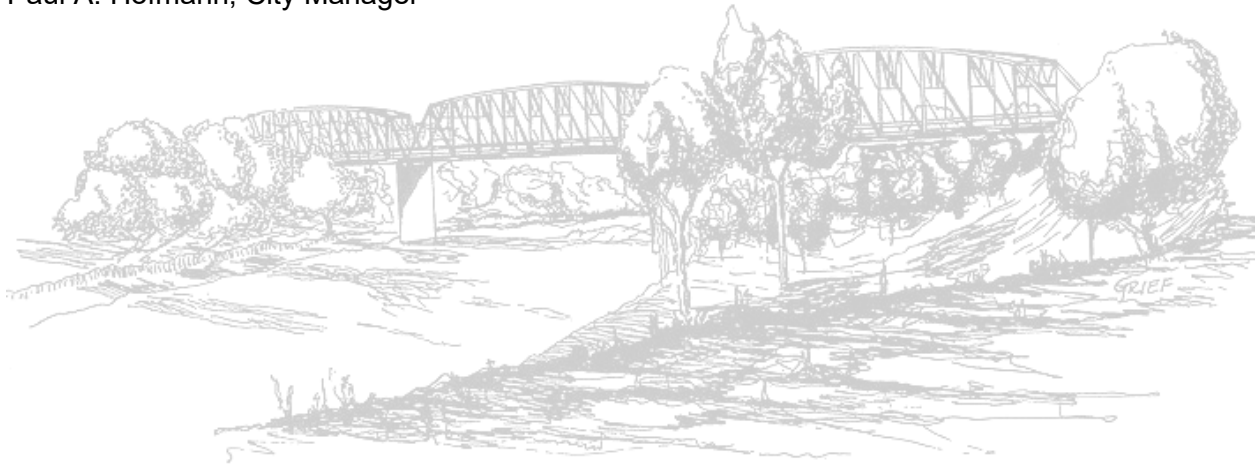
AGENDA ITEM: 8D

TITLE:

Consider approval of Resolution No. R-2020-105 of the City Council of the City of Bastrop, Texas cancelling the November 24, 2020 Council Meeting; establishing a repealing clause; and providing an effective date.

STAFF REPRESENTATIVE:

Paul A. Hofmann, City Manager



RESOLUTION NO. R-2020-105

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS
CANCELLING THE NOVEMBER 24, 2020 COUNCIL MEETING;
ESTABLISHING A REPEALING CLAUSE; AND ESTABLISHING AN
EFFECTIVE DATE.**

WHEREAS, the City Charter, Section 3.12, Meetings, requires that the Council shall meet regularly and at least once a month; and

WHEREAS, the City Council will hold its regularly scheduled meeting on Tuesday, November 10, 2020, which meets the Charter requirement to meet at least once a month; and

WHEREAS, City offices will be closed on Thursday, November 26, 2020 and Friday, November 27, 2020 in observance of the Thanksgiving holiday.

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

Section 1: That the City Council cancels the November 24, 2020 Council meeting in observance of the Thanksgiving holiday.

Section 2: All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 13th day of October 2020.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



STAFF REPORT

MEETING DATE: October 13, 2020

AGENDA ITEM: 8E

TITLE:

Consider action to approve Resolution No. R-2020-100 of the City Council of the City of Bastrop, Texas awarding a Community Support Service Agreement associated with providing recreation and pool services, to the YMCA of Austin/Bastrop Branch, at a cost of Eighty Thousand and 00/100 Dollars (\$80,000) attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the contract; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:

Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

This partnership with the YMCA of Austin started back in October 2010. Over the years, the YMCA has provided recreation services along with maintaining and operating the State Park Pool. Each year the YMCA adds new programs, providing for more options to our citizens.

The organization presented to Council at the August 11, 2020 meeting their funding request for FY 2021.

This agreement is for the same services and slightly higher funding level that was provided in FY 2020.

POLICY EXPLANATION:

Pursuant to Chapter 331.001(a) of the Local Government Code, the City of Bastrop is granted authority to make park land and for providing recreational opportunities.

FUNDING SOURCE:

FY 2021 General Fund Budget – Special Events & Reservations (pool operations funded by a transfer from BP&L). **(Page 66 and “Contractual Services” on page 40 of the proposed Budget on September 22, 2020)**

RECOMMENDATION:

Tracy Waldron, CFO, recommends approval of Resolution No. R-2020-100 of the City Council of the City of Bastrop, Texas awarding a Community Support Service Agreement associated with providing recreation and pool services, to the YMCA of Austin/Bastrop Branch, at a cost of Eighty Thousand and 00/100 Dollars (\$80,000) attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the contract; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution No-2020-100

- DRAFT - Community Support Service Agreement



RESOLUTION NO. R-2020-100

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AWARDED A COMMUNITY SUPPORT SERVICE AGREEMENT ASSOCIATED WITH PROVIDING RECREATION AND POOL SERVICES, TO THE YMCA OF AUSTIN/BASTROP BRANCH, AT A COST OF EIGHTY THOUSAND AND 00/100 DOLLARS (\$80,000) ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS FOR THE CONTRACT; 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 realizes the importance of providing recreational activities to the Citizens of Bastrop, Texas; and

WHEREAS, The City Council values the partnership between the Bastrop YMCA and the City of Bastrop; and

WHEREAS, The City Council recognizes and values the Bastrop YMCA operating and managing the Bastrop State Park Pool so that citizens may learn important life skills; and

WHEREAS, The City Council is providing funding through the General Fund and Bastrop Power and Light for services to the community.

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 community support service agreement associated with providing recreation and pool services, to the YMCA of Austin/Bastrop Branch, at a cost of eighty thousand and 00/100 dollars (\$80,000) attached as Exhibit A.

SECTION 2. That the City Council of the City of Bastrop has found the YMCA of Austin – Bastrop Branch, to be a subject matter expert in the field of providing recreational activities to the public.

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

DULY RESOLVED AND APPROVED by the City Council of the City of Bastrop this 13th day of October 2020.

CITY OF BASTROP, TEXAS

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



**COMMUNITY SERVICES FUNDING
AGREEMENT
FY 2020 - 2021**

This Community Services Grant Funding Agreement ("Agreement") is made by and between the **City of Bastrop, Texas**, a Texas home-rule municipal corporation, ("City"), and YMCA of Austin/Bastrop Branch, a Texas non-profit corporation ("Organization"). The City and Organization are also referred to collectively in this Agreement as the "Parties" and singularly as a "Party." The Parties intend that this Agreement will supersede and replace all previously adopted and finalized Agreements in their entirety, if any.

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:

1. SCOPE OF SERVICES

- A. Proposed & Modified Services Plan.** Organization shall utilize the grant funds conveyed herein to provide services to the Bastrop community in accordance with the proposal attached as *Exhibit "A"*, which has been accepted by the City, and as may have been modified in accordance with *Exhibit "B"*.
- B. Staffing.** Organization shall use its best efforts to secure sufficient number 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. Organization acknowledges that no personnel engaged by the Organization shall be construed as agents, employees or officers of the City.
- C. Nondiscrimination:** Organization shall provide services under this Agreement free of discrimination or retaliation due to a person's race, ethnicity, nationality, religion, gender, gender identity, sexual orientation, religion, parental status, or marital status. Any restrictions on services based on age, physical ability or mental ability shall be directly relevant to legitimate safety concerns in accordance with written Organization policies and procedures.

2. FUNDING

- A. Amount.** The City shall provide to Organization grant funds in an amount up to a sum not to exceed Eighty Thousand and 00/100 Dollars (\$80,000.00).
- B. Disbursals.** The City shall remit payment to the Organization of the grant funds due quarterly as an installment.

3. ACCOUNTABILITY

- A. Funding Source Identification.** Organization shall prominently include the City of Bastrop and Bastrop Power & Light logo, when applicable all educational and marketing materials promoting services covered by this Agreement, including (but not limited to) print items, internet posts, and social media.
- B. Written Reports.** Organization shall submit to the City's Finance Department written reports on a quarterly basis describing the status of the services provided under this Agreement. Quarterly reports shall be submitted during the months of January, April, July, and October. These reports shall be public records. The first three reports shall be progress reports, and the fourth report shall be an annual summary. The reports shall include (but are not limited to) the following information:
- (1) Services:** a description of the services provided during the preceding quarter; and
 - (2) Financial Statement:** a financial statement for the reporting period that indicates how the Organization expended grant funds; and
 - (3) Promotions:** copies of promotional materials distributed.
- C. Oral Reports.** Organization shall attend a regular meeting of the City Council on a quarterly basis to make a public presentation on the services provided under this Agreement. Attendance shall be scheduled in advance with the City's designated staff contact person. Organization shall submit presentation materials (i.e., visual aids) to the City's designated staff contact person at least 96 hours prior to the meeting.
- D. Oversight of Expenditures.** Organization shall exercise all reasonable, prudent and diligent efforts to ensure the proper and legal oversight, use, and expenditure of the grant funds conveyed under this Agreement. Organization's failure to use the funds in the manner approved by this Agreement shall void and negate the City's obligation to make any further payments to the Organization under the Agreement.
- E. Accounting Practices.** Organization shall utilize generally accepted bookkeeping and standard accounting practices to maintain complete and accurate financial records of all expenditures of grant funds. Upon the City's request, the Organization

shall promptly make the records available for inspection and review at any time during the term of this Agreement.

- F. Overhead.** A portion of the grant funds conveyed to the Organization by this Agreement may be spent by Organization for overhead, that being 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 this Agreement. The amount of grant funding apportioned for Organization's overhead may not exceed 30% of the total grant amount.
- G. Audit.** Organization shall have its records and accounts audited annually and shall prepare an annual financial statement based on the audit. Audits and financial statements shall be prepared by a certified public accountant (CPA) who is licensed in Texas or a public accountant who holds a permit to practice from the Texas State Board of Public Accountancy. Audits and financial statements shall be available to the City upon request and shall be public records.
- H. Records Retention.** All reports and records related to grant funds shall be maintained by the Organization and available to the City for a period of at least 3 years- of the Effective Date. If there is any dispute regarding these reports or records, the retention period shall be extended in accordance with the City's instructions. To the extent Organization's records regarding services provided under this Agreement are subject to the Texas Public Information Act, Organization agrees to cooperate with any open records requests.

4. GENERAL PROVISIONS

- A. Duration.** This Agreement shall be in effect for fiscal year 2020-2021, which commences October 1st and ends September 30th, unless earlier terminated as provided herein.
- B. Suspension of Payments.**
- (1) Misappropriation.** Organization's failure to use the funds in the manner approved by this Agreement, as specified in Exhibit "A", shall be grounds for the City to suspend the remittance of further payments to the Organization under the Agreement.
- (2) Records.** Organization's failure to provide the City with copies of financial records mandated under this Agreement shall be grounds for the City to suspend the remittance of further payments to the Organization under the Agreement.
- (3) Reports.** Organization's failure to timely submit reports mandated under this Agreement shall be grounds for the City to suspend the remittance of further payments to the Organization under the Agreement.

(4) Notice. Notice of suspension shall be sent by the City to the Organization with an explanation and opportunity for the Organization to cure the infraction within days.

(5) Breach. Failure to remedy the infraction within 30 days shall be grounds for the City to declare the Organization in breach and terminate this Agreement as provided herein.

C. Termination. 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, with absolutely no penalty or claim against the City by the Organization. Notice of termination shall negate the City's obligation to remit a scheduled payment (if any). Upon termination for failure to cure the misappropriation of grant funds, Organization is obligated to reimburse the City for all funds misappropriated by the Organization in violation of this Agreement.

D. Ineligibility for Future Funding. Organization's failure to remedy the infraction upon receipt of notice this Agreement may render the Organization ineligible for future funding by the City.

E. Good Standing. The Organization 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. Organization shall notify the City of any change in such status within 30 days of Organization's receipt of notification.

F. Future Appropriations. Any future grants by the City are conditioned on appropriations by the City Council. The Parties acknowledge that nothing related to this Agreement or the City's stated desire to support the Organization (generally), 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.

G. 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 as provided herein. Notices to the City shall be sent to the City's designated staff contact person:

City of Bastrop
Attn: Finance Department
P.O. Box 427
Bastrop, Texas 78602

Notices to the Organization shall be sent in accordance with *Exhibit "C"*.

- H. 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 constitute breach of this Agreement.
- I. Governing Law & Venue.** This Agreement shall be subject to the laws of the State of Texas and the City of Bastrop, Texas. Venue for any disputes arising under this Agreement shall rest solely in Bastrop County.
- J. Indemnity.** Organization agrees to and shall indemnify and hold harmless and defend the City of Bastrop, Texas, its officers, agents, representatives, consultants, 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, or its officers, agents, and employees, carried out in furtherance of this Agreement.
- K. Insurance.** The Organization shall maintain comprehensive general liability insurance policy for its operations. The policy shall name City as an additional insured. The Organization shall also maintain insurance on the Organization's personal property, in an amount determined sufficient by the Organization. The Organization shall deliver copies of the insurance policies specified hereunder to the City within 30 days of the Effective Date.
- L. Inclusiveness:** This document represents the entire understanding between the Parties. This Agreement may only be amended in writing with the mutual consent of the Parties.
- M. Severability:** If any sentence, clause or portion of this Agreement is deemed unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.
- N. Effective Date.** The City and the Organization make and execute this Agreement to be effective upon the 1st day of October 2020.

IN WITNESS, WHEREOF:

CITY:

by: _____
Paul A. Hofmann, City Manager
City of Bastrop
Date of Execution: _____

ORGANIZATION:

by: Deey Moore
Executive Director
Bastrop YMCA
Date of Execution: 10-1-20

ATTEST:

by: _____
Ann Franklin, City Secretary
City of Bastrop

Exhibit "A"

ORGANIZATION'S PROPOSED SERVICES

The Bastrop YMCA shall provide quality recreational programs for the community in partnership with the City of Bastrop. The City understands the annual contribution given to the YMCA in this agreement as designated in the budget approved by the Bastrop City Council supports a much broader operating budget and other funding sources. Any major changes in recreation program service or special events should be brought to the City's attention as soon as feasible, however the City of Bastrop doesn't dictate what the YMCA does or doesn't do. Any recreation needs identified by the City of Bastrop should be communicated to the YMCA so that their professional staff can evaluate and provide reporting back to the City on the feasibility of meeting those needs.

Programs and activities should be designed to benefit and include persons of all backgrounds. Recognizing the YMCA is a membership organization, financial assistance is available to ensure programming is available to all. These programs should include but are not limited to:

- Minimum of 6 youth sports seasons such as soccer, tennis and volleyball.
- Various enrichment programs monthly, such as art, Youth & Government, nutrition
- Weekly Health & Wellness programs for all ages.
- Operate and manage the State Park Pool with aquatic activities including swim lessons, water fitness, open and public swim and youth job opportunities.

Free events like:

- Family park events, such as Safety Month, Field days, Halloween Bash, Happy Healthy New Year's Bash and Movies in the Park.
- Outreach programs such as summer programming, Pickleball, teen events, active older adult programs and more.

Exhibit "B "

CITY'S MODIFIED SERVICES PLAN

Recreation services and program should annually be presented to City Council and should be designed to meet the needs of the Bastrop community.

Maintain an active social media and online digital presence. Maintain an up to date website, social media presence, google, yelp and similar listings online. Submit quarterly calendars.

Develop or maintain a program user intercept survey to include data such as: how they discovered the YMCA.

Track year-over-year participant counts, by program when possible.

Participate in trainings, planning and engagement events related to Parks, Recreation, Community Services, Special Events, Cultural Arts etc. hosted by the City or its partners.

There shall be no charge for the use of the City of Bastrop Parks System, however the YMCA must follow all rental and use policies and timelines set by the City.

The City reserves the right to charge the YMCA as determined by the City Manager or their designee for other services. Those service costs may include Special event permit and support costs, Rental fees at City facilities other than City Parks, and labor costs to support special events that do not serve a need identified by the City of Bastrop.

The YMCA shall schedule park usage thirty (30) days prior to the first practice or scheduled league game. Special Event permit applications must be submitted according to the timelines established wherein. Rental agreements must be made according to any established rental policies.

The YMCA 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.

The YMCA agrees to manage and operate the Facility, State Park Pool, 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.

The YMCA shall submit to the City a copy of the annual report presented by the YMCA to the TPWD for operating the State Park Pool.

The YMCA shall submit to the City a copy of the annual recreation report generated for the benefit of the Bastrop City Council, staff and citizens prior to funding being allocated for the next FY.

Exhibit "C"

NOTICE TO ORGANIZATION

Notices required under the terms of this Agreement shall be sent to the Organization as follows:

Bastrop YMCA
Attn: Terry Moore
1112 Main Street
Bastrop, Texas 78602



STAFF REPORT

MEETING DATE: October 13, 2020

AGENDA ITEM: 8F

TITLE:

Consider action to approve Resolution No. R-2020-102 of the City Council of the City of Bastrop, Texas awarding a community support service agreement for services for operating, marketing and staffing Lost Pines Art Center and providing programs to citizens and tourists, at a cost of Sixty-Five Thousand and 00/100 dollars (\$65,000) as attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the agreement; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:

Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

The Lost Pines Art Center has received HOT funding going back to FY 2013 through FY 2017 and again in FY 2020.

The organization presented to Council at the August 11, 2020 meeting their funding request for FY 2021. Due to the unique year in 2020, the recommendation was to fund them less than the amount received in FY2020 assuming there would be carry-over funds from lack of programming during the pandemic.

POLICY EXPLANATION:

The Lost Pines Art Center plans to continue to effectively market and promote the Lost Pines Art Center as part of the overall Bastrop visitor experience. The FY 2021 Community Support Service Agreement outlines specific deliverables and reflects the services that the Lost Pines Art Center stated would be provided as part of their funding request.

FUNDING SOURCE:

FY 2021 Hotel Tax Fund (**Page 84 of the of the proposed Budget on September 22, 2020**)

RECOMMENDATION:

Tracy Waldron, CFO, recommends Council approval of Resolution No. R-2020-102 of the City Council of the City of Bastrop, Texas awarding a community support service agreement for services for operating, marketing and staffing Lost Pines Art Center and providing programs to citizens and tourists, at a cost of Sixty-Five Thousand and 00/100 dollars (\$65,000) as attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the agreement; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution No-2020-102

- DRAFT - Community Support Service Agreement



RESOLUTION NO. R-2020-102

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AWARDED A COMMUNITY SUPPORT SERVICE AGREEMENT FOR SERVICES FOR OPERATING, MARKETING AND STAFFING LOST PINES ART CENTER AND PROVIDING PROGRAMS TO CITIZENS AND TOURISTS, AT A COST OF SIXTY-FIVE THOUSAND AND 00/100 DOLLARS (\$65,000) AS ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS FOR THE AGREEMENT; 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 recognizes the Lost Pines Art Center as an art and cultural organization; and

WHEREAS, The City Council recognizes the Lost Pines Art Center provide regionally and nationally known art exhibits in the Center; and

WHEREAS, Chapter 351 of the Tax Code provides the requirements on how HOT funds may be spent; and

WHEREAS, The City of Bastrop has been working to leverage HOT funds to attract tourism and strengthen our sales tax base by maximizing our return on investment; and

WHEREAS, The Comprehensive Plan 2036 places emphasis on enhancing the visitor experience; and

WHEREAS, The Comprehensive plan also states that Bastrop's continued emphasis on cultural arts, historic preservation and tourism development through coordinated policies will lead to hundreds of millions in economic activity for the region; and

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 community support service agreement associated with services associated with operating, marketing and staffing an art center to the Lost Pines Art Center, at a cost of Sixty-Five Thousand and 00/100 dollars (\$65,000) attached as Exhibit A.

SECTION 2. That the City Council of the City of Bastrop has found the Lost Pines Art Center as the leading provider in art and culture programs to visitors and residents.

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

DULY RESOLVED AND APPROVED by the City Council of the City of Bastrop this 13th day of October 2020.

CITY OF BASTROP, TEXAS

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

EXHIBIT A



COMMUNITY SERVICES FUNDING AGREEMENT

FY 2020 - 2021

This Community Services Grant Funding Agreement ("Agreement") is made by and between the **City of Bastrop, Texas**, a Texas home-rule municipal corporation, ("City"), and Lost Pines Art Center, a Texas non-profit corporation ("Organization"). The City and Organization are also referred to collectively in this Agreement as the "Parties" and singularly as a "Party." The Parties intend that this Agreement will supersede and replace all previously adopted and finalized Agreements in their entirety, if any.

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:

1. SCOPE OF SERVICES

- A. Proposed & Modified Services Plan.** Organization shall utilize the grant funds conveyed herein to provide services to the Bastrop community in accordance with the proposal attached as *Exhibit "A"*, which has been accepted by the City, and as may have been modified in accordance with *Exhibit "B"*.
- B. Staffing.** Organization shall use its best efforts to secure sufficient number 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. Organization acknowledges that no personnel engaged by the Organization shall be construed as agents, employees or officers of the City.
- C. Nondiscrimination:** Organization shall provide services under this Agreement free of discrimination or retaliation due to a person's race, ethnicity, nationality, religion, gender, gender identity, sexual orientation, religion, parental status, or marital status. Any restrictions on services based on age, physical ability or mental ability shall be directly relevant to legitimate safety concerns in accordance with written Organization policies and procedures.

2. FUNDING

- A. Amount.** The City shall provide to Organization grant funds in an amount up to a sum not to exceed Sixty-Five Thousand and 00/100 Dollars (\$65,000.00).
- 8. Disbursals.** The City shall remit payment to the Organization of the grant funds due quarterly as an installment.

3. ACCOUNTABILITY

- A. Funding Source Identification.** Organization shall prominently include the City of Bastrop all educational and marketing materials promoting services covered by this Agreement, including (but not limited to) print items, internet posts, and social media. Such materials will also include the line, "Funding for this program was made possible through a grant from the City of Bastrop."
- 8. Written Reports.** Organization shall submit to the City Manager written reports on a quarterly basis describing the status of the services provided under this Agreement. Quarterly reports shall be submitted during the months of January, April, July, and October. Reports shall be public records. The first three reports shall be progress reports, and the fourth report shall be an annual summary. The reports shall include (but are not limited to) the following information:
- (1) Services:** a description of the services provided during the preceding quarter; and
 - (2) Financial Statement:** a financial statement for the reporting period that indicates how the Organization expended grant funds; and
 - (3) Promotions:** copies of promotional materials distributed.
- C. Oral Reports.** Organization shall attend a regular meeting of the City Council on a quarterly basis to make a public presentation on the services provided under this Agreement. Attendance shall be scheduled in advance with the City's designated staff contact person. Organization shall submit presentation materials (i.e., visual aids) to the City's designated staff contact person at least 96 hours prior to the meeting.
- D. Oversight of Expenditures.** Organization shall exercise all reasonable, prudent and diligent efforts to ensure the proper and legal oversight, use, and expenditure of the grant funds conveyed under this Agreement. Organization's failure to use the funds in the manner approved by this Agreement shall void and negate the City's obligation to make any further payments to the Organization under the Agreement.

- E. Comingling.** Organization shall properly segregate grant funds and shall not comingle grant funds with other financial assets of the Organization.
- F. Accounting Practices.** Organization shall utilize generally accepted bookkeeping and standard accounting practices to maintain complete and accurate financial records of all expenditures of grant funds. Upon the City's request, the Organization shall promptly make the records available for inspection and review at any time during the term of this Agreement.
- G. Audit.** Organization shall have its records and accounts audited annually and shall prepare an annual financial statement based on the audit. Audits and financial statements shall be prepared by a certified public accountant (CPA) who is licensed in Texas or a public accountant who holds a permit to practice from the Texas State Board of Public Accountancy. Audits and financial statements shall be available to the City upon request, and shall be public records
- H. Records Retention.** All reports and records related to grant funds shall be maintained by the Organization and available to the City for a period of at least 3 years of the Effective Date. If there is any dispute regarding these reports or records, the retention period shall be extended in accordance with the City's instructions. To the extent Organization's records regarding services provided under this Agreement are subject to the Texas Public Information Act, Organization agrees to cooperate with any open records requests.
- I. Hotel Occupancy Tax Policy.** Hotel Occupancy Taxes. Organization shall comply with the requirements in Chapter 351 of the Texas Tax Code in the use of hotel occupancy taxes.

4. GENERAL PROVISIONS

- A. Duration.** This Agreement shall be in effect for fiscal year 2020-2021, which commences October 1st and ends September 30th / a term of 1 year (365 days), unless earlier terminated as provided herein.
- B. Suspension of Payments.**
 - (1) Misappropriation.** Organization's failure to use the funds in the manner approved by this Agreement, as specified in Exhibit "A", shall be grounds for the City to suspend the remittance of further payments to the Organization under the Agreement.
 - (2) Comingling.** Organization's failure to properly segregate grant funds shall be grounds for the City to suspend the remittance of further payments to the Organization under the Agreement.

(3) Records. Organization's failure to provide the City with copies of financial records mandated under this Agreement shall be grounds for the City to suspend the remittance of further payments to the Organization under the Agreement.

(4) Reports. Organization's failure to timely submit reports mandated under this Agreement shall be grounds for the City to suspend the remittance of further payments to the Organization under the Agreement.

(5) Notice. Notice of suspension shall be sent by the City to the Organization with an explanation and opportunity for the Organization to cure the infraction within 30 days.

(6) Breach. Failure to remedy the infraction within 30 days shall be grounds for the City to declare the Organization in breach and terminate this Agreement as provided herein.

C. Termination. 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, with absolutely no penalty or claim against the City by the Organization. Notice of termination shall negate the City's obligation to remit a scheduled payment (if any). Upon termination for failure to cure the misappropriation of grant funds, Organization is obligated to reimburse the City for all funds misappropriated by the Organization in violation of this Agreement.

D. Ineligibility for Future Funding. Organization's failure to remedy the infraction upon receipt of notice this Agreement may render the Organization ineligible for future funding by the City.

E. Good Standing. The Organization 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. Organization shall notify the City of any change in such status within 30 days of Organization's receipt of notification.

F. Future Appropriations. Any future grants by the City are conditioned on appropriations by the City Council. The Parties acknowledge that nothing related to this Agreement or the City's stated desire to support the Organization (generally), 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.

G. 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 as provided herein. Notices to the City shall be sent to the City's designated staff contact person:

City of Bastrop
Attn: Paul Hofmann, City Manager
P.O. Box 427 Bastrop, Texas 78602

Notices to the Organization shall be sent in accordance with *Exhibit "C"*.

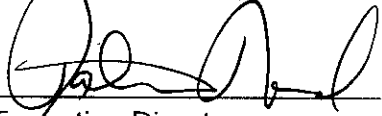
- H. Assignment.** No part of this Agreement may be assigned or delegated without the prior written consent of the other Party, and any attempted assignment of benefits or rights or delegation of duties or obligations shall constitute breach of this Agreement.
- I. Governing Law & Venue.** This Agreement shall be subject to the laws of the State of Texas and the City of Bastrop, Texas. Venue for any disputes arising under this Agreement shall rest solely in Bastrop County.
- J. Indemnity.** Organization agrees to and shall indemnify and hold harmless and defend the City of Bastrop, Texas, its officers, agents, representatives, consultants, 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, or its officers, agents and employees, carried out in furtherance of this Agreement.
- K. Insurance.** The Organization shall maintain a comprehensive general liability insurance policy for its operations. The policy shall name City as an additional insured. The Organization shall also maintain insurance on the Organization's personal property, in an amount determined sufficient by the Organization. The Organization shall deliver copies of the insurance policies specified hereunder to the City within 30 days of the Effective Date.
- L. Inclusiveness:** This document represents the entire understanding between the Parties. This Agreement may only be amended in writing with the mutual consent of the Parties.
- M. Severability:** If any sentence, clause or portion of this Agreement is deemed unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.
- N. Effective Date.** The City and the Organization make and execute this Agreement to be effective upon the _____ day of _____, 2020.

IN WITNESS, WHEREOF:

CITY:

by: _____
Paul A. Hofmann, City Manager
City of Bastrop
Date of Execution: _____

ORGANIZATION:

by:  _____
Executive Director
Lost Pines Art Center
Date of Execution: 10/1/2020

ATTEST:

by: _____
Ann Franklin, City Secretary
City of Bastrop

Exhibit "A"

HOT funds for the 2020-2021 timeline will be used for: arts and culture programs, community activities, festivals, healing arts, marketing and promotions, and staffing and operations.

I. Programs – Art and Culture

A. Art Exhibits –

We feature a variety of fine art and take pride in showcasing the works of some of the most prominent artists in Texas and beyond. Additionally, we offer exhibit space to local and emerging artists and art students. The events are advertised throughout the region by a variety of avenues including social media, newsletters, email, hotels and chambers, Visit Bastrop, and the Visitor Center.

B. Experience Bastrop – Artful weekends, tours, partnerships, demonstrations and experiences.

1. Community Partnerships

The Museum & Visitors Center, Opera House, and Lost Pines Art Center collaborate to promote Bastrop, tourism, and overnight stays through coordinated weekend events. This group of nonprofits regularly meet, currently virtually, to identify dates and programming that will create a marketable citywide tourism weekend. We will work closely with Visit Bastrop to provide programming they can use to draw visitors to Bastrop.

2. Artful Weekends

We continually review and adjust our programming in order to meet the needs of our community and visitors. In 2019 and early 2020, we offered free weekend programs that fell on Saturdays throughout the month. We hosted **Art Getaways**, an immersive, culturally based event with hands on activities, classes and workshops, kid's activities, music, and performances. This weekend program is geared toward families looking to spend a day in Bastrop. Each month, we hosted **Art After Dark**, an engaging event held on the first Saturday of the month. It is a celebration of arts & culture, generally unveiling one or more of our art exhibits, with wine, hors d'oeuvres, live music, an art talk, and creative activities like glass blowing, gesture drawing, poetry reading, and artist demonstrations.

3. Art Experiences

The Art Center offers "art experiences" to visitors looking for a relaxing and unique way to get creative. Glass Blowing, Acrylic Pours, and our Wind/Unwind painting sessions have met this demand and we will continue to expand this popular program to include other mediums.

II. Healing Arts –

We believe so strongly in the power of art to heal, that we have embarked on a healing arts initiative focusing on resilience and wellness through art experiences. Our first focus is for veterans, active military members, first responders and their families. Future plans are to add programs for youth in the educational setting and then seniors through centers and other facilities.

III. Marketing and Promotions –

Website/Marketing/Promotions/Social Media – We have an interactive website. Currently the website allows the sale of classes and events. Since last year, we have added 627 Facebook fans and 105 Instagram fans, an increase of 15.4% and 13.1%, respectively. As of today's date, we have 4,073 total Facebook followers. A total of 1,002 or 24.6% are from Bastrop and the remaining 3,071 are from outside of Bastrop. We have 2,915 from Texas and 1,158 from other states and 48 countries. Our newsletter email base consists of over 2,500 recipients. We provide brochures, flyers, signage, and participate in Texas nonprofit events to promote both the Art Center as well as Bastrop.

IV. Staffing and Operations –

Staffing is a necessary part of running the Lost Pines Art Center. The small staff has been able to help the Art Center accomplish a large number of activities with the collaboration with our volunteer's base. It is at times a challenge to have a reliable, consistent pool of volunteers, yet were able to build strong foundation of support and programming. It is not possible to run and grow programs such as the ones provided by the Art Center without adequate staffing and a facility to run them. We continue to develop and review our programs for the future and look forward to regaining our early 2020 momentum with consistent results.

Exhibit "B"

CITY'S MODIFIED SERVICES PLAN

Present 9-12 months' worth of programs annually (January- December) designed to appeal to tourists and attract overnight visitation to City Council.

Details regarding the individual programs such as performances, classes or exhibits for the contract period including ticket prices and purchasing methods must have specific program details received by Visit Bastrop, through their online CRM system 10 days after the signing of the contract or booking agreement. All art work, images, and marketing details must be provided to Visit Bastrop, through their online CRM system within 10-30 days of the signing of the contract or booking agreement.

Maintain an active social media and online digital presence.

Develop an Annual Marketing and or strategic plan that addresses identifying additional funding sources for sustainability.

Develop and present an annual operating budget to the City.

Participate in the Bastrop Information Guide Program.

In partnership with Visit Bastrop, develop a visitor intercept survey to include data such as: where the visitor is from, demographic data, social-economic data, how they discovered Bastrop (advertising, social media, word-of-mouth), lodging information, length of stay, size of party, primary attractor, intent to return.

Collect and maintain monthly year-over-year traffic counts and primary market origin data from visitors.

Participate in customer service, destination, board development and/or Hotel Occupancy Tax Training as provided by the City or Visit Bastrop.

Develop and maintain a building rental program and policies allowing opportunities for additional revenue streams and access to the facility to outside users.

Actively participate in the Cultural Arts Master Plan development and implementation process that is yet to be identified.

Follow all applicable local, state and federal laws related to building improvements and expenditures of Hotel Occupancy Tax funds.

Allow training for volunteers and staff by Visit Bastrop to enhance the visitor experience.

Exhibit "C"

NOTICE TO ORGANIZATION

Notices required under the terms of this Agreement shall be sent to the Organization as follows:

Lost Pines Art Center
Attn: Patricia Rendulic
1204 Chestnut Street
Bastrop, Texas 78602



STAFF REPORT

MEETING DATE: October 13, 2020

AGENDA ITEM: 8G

TITLE:

Consider action to approve Resolution No. R-2020-103 of the City Council of the City of Bastrop, Texas awarding a Community Support Service Agreement for services associated with operating, marketing, and providing cultural art and theater services to the Bastrop Opera House, at a cost of Sixty-Six Thousand and One Hundred Seventy-Five and 00/100 Dollars (\$66,175), attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the agreement; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:

Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

The City has been supporting the Bastrop Opera House through Hotel Occupancy Tax since 2003. The Opera House has increased their programming over the last several years and is a draw for tourists in our community.

The organization presented to Council at the August 11, 2020 meeting their funding request for FY 2021. This amount was substantially less than the funding received for FY2020 by \$59,825.

POLICY EXPLANATION:

The Bastrop Opera House plans to continue to effectively market and promote the Bastrop Opera House as part of the overall Bastrop visitor experience. The Community Support Service Agreement outlines specific deliverables and reflects the services that the Bastrop Opera House stated would be provided as part of their funding request.

FUNDING SOURCE:

FY 2021 Hotel Tax Fund (**Page 84 of the of the proposed Budget on September 22, 2020**)

RECOMMENDATION:

Tracy Waldron, CFO, recommends approval of Resolution No. R-2020-103 of the City Council of the City of Bastrop, Texas awarding a Community Support Service Agreement for services associated with operating, marketing, and providing cultural art and theater services to the Bastrop Opera House, at a cost of Sixty-Six Thousand and One Hundred Seventy-Five and 00/100 Dollars (\$66,175), attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the agreement; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution No-2020-103
- DRAFT - Community Service Support Agreement

RESOLUTION NO. R-2020-103

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AWARDING A COMMUNITY SUPPORT SERVICE AGREEMENT FOR SERVICES ASSOCIATED WITH OPERATING, MARKETING, AND PROVIDING CULTURAL ART AND THEATER SERVICES TO THE BASTROP OPERA HOUSE, AT A COST OF SIXTY-SIX THOUSAND ONE HUNDRED SEVENTY-FIVE AND 00/100 DOLLARS (\$66,175) ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS FOR THE AGREEMENT; 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 realizes the importance of preserving the Bastrop Opera House and providing theatrical entertainment and education to the Citizens of Bastrop, Texas and our out of town visitors; and

WHEREAS, Chapter 351 of the Tax Code provides the requirements on how HOT funds may be spent; and

WHEREAS, The City of Bastrop has been working to leverage HOT funds to attract tourism and strengthen our sales tax base by maximizing our return on investment; and

WHEREAS, The Bastrop Opera House is an integral part of the cultural arts fabric and has been brought together under the strategic goals and vision of the City Council of the City of Bastrop and the citizens Comprehensive Plan 2036; and

WHEREAS, The Comprehensive Plan also states that Bastrop's continued emphasis on cultural arts and tourism development through coordinated policies will lead to hundreds of millions in economic activity for the region.

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 community support service agreement associated with services associated with operating, marketing and providing cultural art and theater services, to the Bastrop Opera House, at a cost of Sixty-Six Thousand One Hundred Seventy-Five and 00/100 dollars (\$66,175) attached as Exhibit A.

SECTION 2. That the City Council of the City of Bastrop has found the Bastrop Opera House staff, volunteers and board of directors, to be subject matter experts in the field of providing theatrical performances and educational activities to visitors and residents since 1892.

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

DULY RESOLVED AND APPROVED by the City Council of the City of Bastrop this 13th day of October 2020.

CITY OF BASTROP, TEXAS

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

EXHIBIT A



COMMUNITY SERVICES FUNDING AGREEMENT

FY 2020 - 2021

This Community Services Grant Funding Agreement ("Agreement") is made by and between the **City of Bastrop, Texas**, a Texas home-rule municipal corporation, ("City"), and Bastrop Opera House, a Texas non-profit corporation ("Organization"). The City and Organization are also referred to collectively in this Agreement as the "Parties" and singularly as a "Party." The Parties intend that this Agreement will supersede and replace all previously adopted and finalized Agreements in their entirety, if any.

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:

1. SCOPE OF SERVICES

- A. Proposed & Modified Services Plan.** Organization shall utilize the grant funds conveyed herein to provide services to the Bastrop community in accordance with the proposal attached as *Exhibit "A"*, which has been accepted by the City, and as may have been modified in accordance with *Exhibit "B"*.
- B. 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. Organization acknowledges that no personnel engaged by the Organization shall be construed as agents, employees or officers of the City.
- C. Nondiscrimination:** Organization shall provide services under this Agreement free of discrimination or retaliation due to a person's race, ethnicity, nationality, religion, gender, gender identity, sexual orientation, religion, parental status, or marital status. Any restrictions on services based on age, physical ability or mental ability shall be directly relevant to legitimate safety concerns in accordance with written Organization policies and procedures.

2. FUNDING

- A. Amount.** The City shall provide to Organization grant funds in an amount up to a sum not to exceed Sixty-Six Thousand One-Hundred Seventy-Five Dollars and 00/100 Dollars (\$66,175.00).
- 8. Disbursals.** The City shall remit payment to the Organization of the grant funds due quarterly as an installment.

3. ACCOUNTABILITY

- A. Funding Source Identification.** Organization shall prominently include the City of Bastrop all educational and marketing materials promoting services covered by this Agreement, including (but not limited to) print items, internet posts, and social media. Such materials will also include the line, "Funding for this program was made possible through a grant from the City of Bastrop."
- 8. Written Reports.** Organization shall submit to the Hospitality & Downtown Department written reports on a quarterly basis describing the status of the services provided under this Agreement. Quarterly reports shall be submitted during the months of January, April, July, and October. Reports shall be public records. The first three reports shall be progress reports, and the fourth report shall be an annual summary. The reports shall include (but are not limited to) the following information:
- (1) Services:** a description of the services provided during the preceding quarter; and
 - (2) Financial Statement:** a financial statement for the reporting period that indicates how the Organization expended grant funds; and
 - (3) Promotions:** copies of promotional materials distributed.
- C. Oral Reports.** Organization shall attend a regular meeting of the City Council on a quarterly basis to make a public presentation on the services provided under this Agreement. Attendance shall be scheduled in advance with the City's designated staff contact person. Organization shall submit presentation materials (i.e., visual aids) to the City's designated staff contact person at least 96 hours prior to the meeting.
- D. Oversight of Expenditures.** Organization shall exercise all reasonable, prudent and diligent efforts to ensure the proper and legal oversight, use, and expenditure of the grant funds conveyed under this Agreement. Organization's failure to use the funds in the manner approved by this Agreement shall void and negate the City's obligation to make any further payments to the Organization under the Agreement.

- E. Comingling.** Organization shall properly segregate grant funds and shall not comingle grant funds with other financial assets of the Organization.
- F. Accounting Practices.** Organization shall utilize generally accepted bookkeeping and standard accounting practices to maintain complete and accurate financial records of all expenditures of grant funds. Upon the City's request, the Organization shall promptly make the records available for inspection and review at any time during the term of this Agreement.
- G. Audit.** Organization shall have its records and accounts audited annually and shall prepare an annual financial statement based on the audit. Audits and financial statements shall be prepared by a certified public accountant (CPA) who is licensed in Texas or a public accountant who holds a permit to practice from the Texas State Board of Public Accountancy. Audits and financial statements shall be available to the City upon request, and shall be public records
- H. Records Retention.** All reports and records related to grant funds shall be maintained by the Organization and available to the City for a period of at least 3 years of the Effective Date. If there is any dispute regarding these reports or records, the retention period shall be extended in accordance with the City's instructions. To the extent Organization's records regarding services provided under this Agreement are subject to the Texas Public Information Act, Organization agrees to cooperate with any open records requests.
- I. Hotel Occupancy Tax Policy.** Hotel Occupancy Taxes. Organization shall comply with the requirements in Chapter 351 of the Texas Tax Code in the use of hotel occupancy taxes.

4. GENERAL PROVISIONS

- A. Duration.** This Agreement shall be in effect for fiscal year 2020-2021, which commences October 1st and ends September 30th / a term of 1 year (365 days), unless earlier terminated as provided herein.
- B. Suspension of Payments.**
- (1) Misappropriation.** Organization's failure to use the funds in the manner approved by this Agreement, as specified in Exhibit "A", shall be grounds for the City to suspend the remittance of further payments to the Organization under the Agreement.
- (2) Comingling.** Organization's failure to properly segregate grant funds shall be grounds for the City to suspend the remittance of further payments to the Organization under the Agreement.

(3) Records. Organization's failure to provide the City with copies of financial records mandated under this Agreement shall be grounds for the City to suspend the remittance of further payments to the Organization under the Agreement.

(4) Reports. Organization's failure to timely submit reports mandated under this Agreement shall be grounds for the City to suspend the remittance of further payments to the Organization under the Agreement.

(5) Notice. Notice of suspension shall be sent by the City to the Organization with an explanation and opportunity for the Organization to cure the infraction within 30 days.

(6) Breach. Failure to remedy the infraction within 30 days shall be grounds for the City to declare the Organization in breach and terminate this Agreement as provided herein.

C. Termination. 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, with absolutely no penalty or claim against the City by the Organization. Notice of termination shall negate the City's obligation to remit a scheduled payment (if any). Upon termination for failure to cure the misappropriation of grant funds, Organization is obligated to reimburse the City for all funds misappropriated by the Organization in violation of this Agreement.

D. Ineligibility for Future Funding. Organization's failure to remedy the infraction upon receipt of notice this Agreement may render the Organization ineligible for future funding by the City.

E. Good Standing. The Organization 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. Organization shall notify the City of any change in such status within 30 days of Organization's receipt of notification.

F. Future Appropriations. Any future grants by the City are conditioned on appropriations by the City Council. The Parties acknowledge that nothing related to this Agreement or the City's stated desire to support the Organization (generally), 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.

G. 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 as provided herein. Notices to the City shall be sent to the City's designated staff contact person:

City of Bastrop
Attn: Finance Department
P.O. Box 427 Bastrop, Texas 78602

Notices to the Organization shall be sent in accordance with *Exhibit "C"*.

- H. 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 constitute breach of this Agreement.
- I. Governing Law & Venue.** This Agreement shall be subject to the laws of the State of Texas and the City of Bastrop, Texas. Venue for any disputes arising under this Agreement shall rest solely in Bastrop County.
- J. Indemnity.** Organization agrees to and shall indemnify and hold harmless and defend the City of Bastrop, Texas, its officers, agents, representatives, consultants, 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, or its officers, agents and employees, carried out in furtherance of this Agreement.
- K. Insurance.** The Organization shall maintain a comprehensive general liability insurance policy for its operations. The policy shall name City as an additional insured. The Organization shall also maintain insurance on the Organization's personal property, in an amount determined sufficient by the Organization. The Organization shall deliver copies of the insurance policies specified hereunder to the City within 30 days of the Effective Date.
- L. Inclusiveness:** This document represents the entire understanding between the Parties. This Agreement may only be amended in writing with the mutual consent of the Parties.
- M. Severability:** If any sentence, clause or portion of this Agreement is deemed unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.
- N. Effective Date.** The City and the Organization make and execute this Agreement to be effective upon the _____ day of _____, 2020.

IN WITNESS, WHEREOF:

CITY:

by: _____
Paul A. Hofmann, City Manager
City of Bastrop
Date of Execution: _____

ORGANIZATION:

by: _____
Executive Director
Bastrop Opera House
Date of Execution: _____

ATTEST:

by: _____
Ann Franklin, City Secretary
City of Bastrop

Exhibit "A"

Bastrop Opera House 2020-2021 Hot Funds Request

Hot funds for the 2020-2021 season will be used for:

- Production expenses
- Promoting/Marketing
- Performing Arts Academy

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

The Bastrop community will benefit from the Opera House by having high quality performances/shows brought to them. This will bring in both day visitors as well as overnight visitors who will come to Bastrop for the purpose of attending a performance at the Opera House. We often have employees/business owners from downtown tell us they can tell when we are having a performance due to the fact that their traffic and sales increase from visitors coming to see the performance who will visit shops and restaurants before the show.

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

Hot Funds Proposal Budget

Production Expenses Applied For:

Show production expenses: \$65,000

Marketing and promotions: \$10,000

Academy expenses: \$20,000: -\$12,281.50 roll over of Hot Funds from 2019/2020 season =
\$7,718.50

Total Production Expense: \$82,718.50

Less 20% that will be covered from Opera House operating expenses = \$66,175.00

Total amount requested for 2020/2021 season = \$66,175.00

Exhibit "B"

CITY'S MODIFIED SERVICES PLAN

Present 9-12 months' worth of programs annually (January- December) designed to appeal to tourists and attract overnight visitation to City Council.

Details regarding the individual programs such as performances, classes or exhibits for the contract period including ticket prices and purchasing methods must have specific program details received by Visit Bastrop, through their online CRM system 10 days after the signing of the contract or booking agreement. All art work, images, and marketing details must be provided to Visit Bastrop, through their online CRM system within 10-30 days of the signing of the contract or booking agreement.

Maintain an active social media and online digital presence including google, yelp, trip advisor, and similar listings.

Develop an annual marketing plan for the promotion of the arts and activities at the Opera House.

Develop a strategic plan that addresses identifying additional funding sources for sustainability.

Present an annual operating budget to the City.

In partnership with Visit Bastrop, develop an intercept survey of guests to include data such as: where the visitor is from, demographic data, social-economic data, how they discovered Bastrop (advertising, social media, word-of-mouth), lodging information, length of stay, size of party, primary attractor, intent to return.

Maintain and collect monthly year-over-year ticket sales and primary market origin of ticket holders' data.

Participate in customer service, destination, board development and/or Hotel Occupancy Tax Training as provided by the City or Visit Bastrop.

Work with Visit Bastrop and Explore Bastrop County to create "programming" that would be available for groups and conventions.

Develop and maintain a building rental program and policies allowing opportunities for additional revenue streams and access to the facility to outside users.

Actively participate in the Cultural Arts Master Plan development and implementation process that is yet to be identified.

Any work to be performed on the Bastrop Opera House historic structure utilizing Hotel Occupancy Tax must comply with all regulations: local, state and federal. All work must also comply with the Secretary of the Interior's standards for rehabilitation. To ensure compliance proposed work must be submitted to the Bastrop Main Street Program prior to work commencing and may require up to 60 days for approval depending on the Texas Historical Commission's project reviewer's schedule.

Exhibit "C"

NOTICE TO ORGANIZATION

Notices required under the terms of this Agreement shall be sent to the Organization as follows:

Bastrop Opera House
Attn: Lisa Holcomb
711 Spring Street
Bastrop, Texas 78602



STAFF REPORT

MEETING DATE: October 13, 2020

AGENDA ITEM: 8H

TITLE:

Consider action to approve Resolution No. R-2020-101 of the City Council of the City of Bastrop, Texas awarding a community support service agreement for services for operating, marketing and staffing a Historical Museum and Visitor Center and providing visitor center services, to the City of Bastrop at a cost of One Hundred and Twenty-Six Thousand and Four-Hundred Ninety-Seven and 00/100 dollars (\$126,497) as attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the agreement; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:

Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

The City has been supporting the Bastrop County Historical Society through Hotel Occupancy Tax since 2003 and the Old Town Visitor Center since 2006. The organization has increased their programming over the last several years and is a draw for tourists in our community.

The organization presented to Council at the August 11, 2020 meeting their funding request for FY 2021. This amount was substantially less than the funding received for FY2020 by \$42,627.

POLICY EXPLANATION:

The Bastrop County Historical Society plans to continue to effectively market and promote the Bastrop County Historical Society as part of the overall Bastrop visitor experience. The FY 2021 Community Support Service Agreement outlines specific deliverables and reflects the services that the organization stated would be provided as part of their funding request.

FUNDING SOURCE:

FY 2021 Hotel Occupancy Tax Fund (**Page 84 of the of the proposed Budget on September 22, 2020**)

RECOMMENDATION:

Consider action to approve Resolution No. R-2020-101 of the City Council of the City of Bastrop, Texas awarding a community support service agreement for services for operating, marketing and staffing a Historical Museum and Visitor Center and providing visitor center services, to the City of Bastrop at a cost of One Hundred and Twenty-Six Thousand and Four-Hundred Ninety-Seven and 00/100 dollars (\$126,497) as attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the agreement; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution No-2020-101
- DRAFT - Community Service Support Agreement

RESOLUTION NO. R-2020-101

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AWARDED A COMMUNITY SUPPORT SERVICE AGREEMENT FOR SERVICES FOR OPERATING, MARKETING AND STAFFING A HISTORICAL MUSEUM AND VISITOR CENTER AND PROVIDING VISITOR CENTER SERVICES TO THE CITY OF BASTROP, AT A COST OF ONE HUNDRED AND TWENTY-SIX THOUSAND AND FOUR HUNDRED NINETY-SEVEN AND 00/100 DOLLARS (\$126,497) AS ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS FOR THE AGREEMENT; 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 recognizes the Bastrop County Historical Society as the safe-keeper and storyteller of our authentic historic past; and

WHEREAS, The City Council recognizes the Bastrop County Historical Society's staff, volunteers and board members are best equipped to serve as the official visitor information providers and downtown welcome experience experts for all our visitors; and

WHEREAS, Chapter 351 of the Tax Code provides the requirements on how HOT funds may be spent; and

WHEREAS, The City of Bastrop has been working to leverage HOT funds to attract tourism and strengthen our sales tax base by maximizing our return on investment; and

WHEREAS, The Comprehensive Plan 2036 places emphasis on enhancing the visitor experience; and

WHEREAS, The Comprehensive plan also states that Bastrop's continued emphasis on cultural arts, historic preservation and tourism development through coordinated policies will lead to hundreds of millions in economic activity for the region; and

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 community support service agreement associated with services associated with operating, marketing and staffing a historical museum and visitor center and providing visitor center services to the Bastrop County Historical Society, at a cost of One Hundred and Twenty-Six Thousand and Four-Hundred Ninety-Seven and 00/100 dollars (\$126,497) attached as Exhibit A.

SECTION 2. That the City Council of the City of Bastrop has found the Bastrop County Historical Society as the leading provider of visitor services, visitor center operations, and historical documentation and storytelling of our authentic past.

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

DULY RESOLVED AND APPROVED by the City Council of the City of Bastrop this 13th day of October, 2020.

CITY OF BASTROP, TEXAS

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Exhibit "A"



**BCHS Visitor Center
Budget FY 2021**

Expenses:

| Dedicated Visitor Center Facility | 2020 | 2021 |
|---|------------------|-----------------|
| Administration & Office | | |
| Computer Equipment & Software | \$1,800 | \$500 |
| Computer Maintenance & Repair | \$1,200 | \$500 |
| Insurance | \$4,000 | \$4,000 |
| Office Supplies | \$700 | \$500 |
| Telephone | \$1,000 | \$1,000 |
| Printing | \$800 | \$500 |
| Postage | \$1,050 | \$500 |
| Building Operations (50%) | | |
| Building Maintenance (Includes Elevator & AC) | \$3,000 | \$3,000 |
| Housekeeping | \$3,000 | \$3,000 |
| Janitorial Supplies | \$300 | \$500 |
| Utilities | \$7,000 | \$6,000 |
| Payroll & Payroll Taxes (See attachment) | \$80,656 | \$64,468 |
| Special Events | | |
| Housekeeping/Janitorial Service | \$600 | \$0 |
| Payroll & Payroll Taxes | \$1,625 | \$0 |
| Subtotal | \$106,731 | \$84,468 |
| Marketing & Promotion | \$3,021 | \$1,500 |
| Total | \$109,752 | \$85,968 |



Visitor Center Payroll Detail

| | 2021 |
|---|-----------------|
| VC Manager (75% of Salary) | \$24,300 |
| VC Associate (12 hrs) | \$8,088 |
| Director (50%) with 50% of Healthcare Stipend | <u>\$32,080</u> |
| Total | \$64,468 |



**BCHS Museum
HOT Fund Budget FY 2021**

| | 2020 | 2021 |
|------------------------------|----------|----------|
| Income from HOT Funds | \$59,372 | \$40,529 |

Allotment for Preservation & Promotion

| | | |
|----------------------------------|-----------------|-----------------|
| Archival Equipment | \$720 | \$720 |
| Archival Supplies | \$1,060 | \$950 |
| Exhibits (Temporary & Traveling) | \$5,000 | \$2,500 |
| Permanent Exhibit Maintenance | \$2,000 | \$1,000 |
| Guest Speakers | \$500 | \$250 |
| Continuing Visitor Communication | \$3,000 | \$2,500 |
| Payroll & Taxes | \$21,348 | \$21,348 |
| Postage | \$600 | \$600 |
| Signage | \$200 | \$0 |
| Website | \$500 | \$500 |
| | \$34,928 | \$30,368 |

Allotment for Tours & Rendezvous Public Gala

| | | |
|---------------------------------|-----------------|----------------|
| (Homes Tour/Tour Expenses) | | |
| Advertising Home Tour | \$1,200 | \$0 |
| Gift for Homeowners on Tour | \$600 | \$0 |
| Home Tour Printing | \$900 | \$1,500 |
| Payroll & Taxes | \$5,544 | \$0 |
| Postage | \$300 | \$500 |
| Refreshments for VC Day of Tour | \$50 | \$0 |
| Rendezvous | \$1,500 | \$0 |
| Sponsor Board | \$250 | \$0 |
| | \$10,344 | \$2,000 |

Tour (Step-on bus, walking, docent led museum) Program Implementation

| | | |
|-------------------------------------|-----------------|----------------|
| Coordinator | \$10,100 | \$8,161 |
| Training Materials & other supplies | \$1,500 | \$0 |
| Recruitment & Training | \$2,500 | \$0 |
| | \$14,100 | \$8,161 |

\$59,372 \$40,529



Preservation Budget Detail

Archival Equipment

2021

| | |
|----------------------------------|-------|
| Laptop/Computer Repair & Updates | \$500 |
| Printer Cartridges | \$50 |
| Envelopes, Packing Tape, Binders | \$170 |
| Document Repair Tape | \$0 |
| | <hr/> |
| | \$720 |

Archival Supplies

Storage Materials

| | |
|--|-------|
| Hanging File Frames | \$0 |
| Hanging File Folders - Expansion Folders | \$0 |
| Archival File Folders | \$125 |
| Archival Photo Sleeves 8 1/2 x 10 | \$100 |
| Archival Photo Sleeves 5 x 7 | \$100 |
| Archival Boxes | \$400 |
| Shipping Estimate | \$150 |
| Miscellaneous | \$75 |
| | <hr/> |
| | \$950 |

Preservation & Promotion Payroll Detail

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

Exhibit "B"

CITY'S MODIFIED SERVICES PLAN

Present 9-12 months' worth of programs annually (January- December) designed to appeal to tourists and attract overnight visitation to City Council.

Details regarding the individual programs such as performances, classes or exhibits for the contract period including ticket prices and purchasing methods must have specific program details received by Visit Bastrop, through their online CRM system 10 days after the signing of the contract or booking agreement. All art work, images, and marketing details must be provided to Visit Bastrop, through their online CRM system within 10-30 days of the signing of the contract or booking agreement.

Maintain an active social media and online digital presence.

Develop an Annual Marketing and or strategic plan that addresses identifying additional funding sources for sustainability

Develop and present an annual operating budget to the City Participate in the Bastrop

Information Guide Program

In partnership with Visit Bastrop, develop a visitor intercept survey to include data such as: where the visitor is from, demographic data, social-economic data, how they discovered Bastrop (advertising, social media, word-of-mouth), lodging information, length of stay, size of party, primary attractor, intent to return.

Collect and maintain monthly year-over-year traffic counts and primary market origin data from visitors.

Participate in customer service, destination, board development and/or Hotel Occupancy Tax Training as provided by the City or Visit Bastrop.

Develop and maintain a building rental program and policies allowing opportunities for additional revenue streams and access to the facility to outside users.

Actively participate in the Cultural Arts Master Plan development and implementation process that is yet to be identified.

Follow all applicable local, state and federal laws related to building improvements and expenditures of HOT.

Allow training for volunteers and staff by Visit Bastrop to enhance the visitor experience

Participate in board training opportunities provide by the Downtown & Hospitality Department designed to strengthen your organization.

Provide volunteer assistance for goodie bag stuffing and distribution to meeting attendees.

Remain open fordowntown special events Provide Step on Guide Services

Assist Visit Bastrop and the Downtown & Hospitality Department with distribution and possible creation of visitor information to be distributed at the Visitor's Center. All materials must contain the City of Bastrop logo.

Work with Visit Bastrop and Explore Bastrop County to create "programming" that would be available for groups and conventions.

8.1.3 of the COMP Plan: Create a visitor's feedback survey with the assistance of Visit Bastrop to better understand the demand for other tourism activities

8.1.3 of the COMP Plan: Increase the number of digital and interactive exhibits and consider offering virtual tours online.

8.1.3 of the COMP Plan. Use interactive media displays that allow people to choose how they interact with the Museum & Visitor Center

8.1.3 of the COMP Plan: Increase social media by posting content online at regular and predictable intervals.

Offer free downtown walking tours on a regular basis. I.E. Every Saturday morning during Preservation Month to better tell the Bastrop story to residents and tourists

Spearhead efforts to develop building markers that tell the story of the historic properties in the downtown district.

Continue to assist with the data population of Downtown, TX

Provide an annual calendar of events for exhibits, openings, speakers etc. to the Hospitality and Downtown Department and Visit Bastrop January 1st of each year.

Exhibit "C"

NOTICE TO ORGANIZATION

Notices required under the terms of this Agreement shall be sent to the Organization as follows:

Bastrop County Historical Society
Attn: Kaye Sapikas
904 Main Street
Bastrop, Texas 78602



STAFF REPORT

MEETING DATE: October 13, 2020

AGENDA ITEM: 9A

TITLE:

Consider and adopt on first and final reading Ordinance No. 2020-29 as an emergency measure ratifying temporary Emergency Orders enacted by the Mayor in her capacity as Emergency Management Director in regards to the current Local State of Disaster, for the immediate preservation of the public peace, health or safety.

STAFF REPRESENTATIVE:

Paul A. Hofmann, City Manager

BACKGROUND/HISTORY

A declaration of local disaster and public health emergency includes the ability to take measures to reduce the possibility of exposure to disease, control the risk, prevent the spread of the disease, and promote the health and safety of individuals in the City of Bastrop; and

POLICY EXPLANATION:

On March 16, 2020 the City Council Confirmed a Declaration of Disaster due to the novel coronavirus (COVID-19). Within that declaration the mayor is granted the authority to take extraordinary measures to protect the health and safety of the citizens of Bastrop.

FUNDING SOURCE:

N/A

RECOMMENDATION:

Recommend adopting on first and final reading Ordinance No. 2020-29 as an emergency measure ratifying temporary Emergency Orders enacted by the Mayor in her capacity as Emergency Management Director in regards to the current Local State of Disaster, for the immediate preservation of the public peace, health or safety.

ATTACHMENTS:

- Ordinance No. 2020-29
- Emergency order of the Mayor

EMERGENCY ORDINANCE 2020-29

AN EMERGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, CONFIRMING AND RATIFYING THE EMERGENCY ORDERS ISSUED BY THE MAYOR AS THE EMERGENCY MANAGEMENT DIRECTOR, AS DESCRIBED IN EXHIBIT A; PROVIDING FOR FINDINGS OF FACT, REPEALER, SEVERABILITY, ENFORCEMENT, AND PENALTY; ESTABLISHING AN EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, the novel coronavirus (COVID-19) has been recognized globally as a contagious respiratory virus; and

WHEREAS, on March 13, 2020, Texas Governor Greg Abbott declared a State of Disaster for all counties in Texas, and the President of the United States of America declared a national emergency in relation to COVID-19; and

WHEREAS, on March 16, 2020, the Mayor issued a Declaration of Local Disaster to allow the City of Bastrop to take measures to reduce the possibility of exposure to COVID-19 and promote the health and safety of Bastrop residents; and

WHEREAS, Section 418.108 of the Texas Government Code provides that a declaration of local disaster activates the City's Emergency Management Plan; and

WHEREAS, in furtherance of the declaration of local disaster, the Mayor issued certain orders pursuant to Chapter 418 of the Texas Government Code; and

WHEREAS, Section 3.15(b) of the Bastrop City Charter allows the City Council to adopt an emergency ordinance relating to the immediate preservation of the public peace, health or safety, and such emergency ordinances shall take effect immediately upon adoption and execution without a second consideration; and

WHEREAS, Section 54.001 of the Texas Local Government Code generally provides the maximum penalties for violations of municipal ordinances, rules, or police regulations; and

WHEREAS, Section 418.173 of the Texas Government Code provides that a local emergency management plan may provide that failure to comply with the plan or with a rule, order, or ordinance adopted under the plan is an offense punishable by a fine not to exceed \$1,000 or confinement in jail for a term not to exceed 180 days; and

WHEREAS, the City Council of the City of Bastrop, Texas, finds it reasonable and necessary for the protection of the health and safety of the residents of the City of Bastrop to confirm and ratify the orders issued by the Mayor pursuant to Chapter 418 of the Texas Government Code, as described in **Exhibit A**; and

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

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

SECTION 2. CONFIRMATION & RATIFICATION: The City Council of the City of Bastrop, Texas, in accordance with the authority vested in the governing body of the City of Bastrop, Texas, by Section 418.108 of the Texas Government Code, hereby confirms and ratifies the emergency orders issued by the Mayor in furtherance of the declaration of local disaster, as described in **Exhibit A**.

SECTION 3. PUBLIC NOTICE: The City Secretary is hereby directed to give prompt and general publicity to this Emergency Ordinance.

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

SECTION 5. SEVERABILITY: If any provision of this Emergency Ordinance or the application thereof to any person or circumstance is held invalid, that invalidity or the unenforceability will not affect any other provisions or applications of this Emergency Ordinance that can be given effect without the invalid provision.

SECTION 6. ENFORCEMENT: The City shall have the power to administer and enforce the provisions of this Emergency Ordinance as may be required by governing law. Any person violating any provision of this Emergency Ordinance violates Section 1.08.011 of the Bastrop City Code. In accordance with Section 418.173 of the Texas Government Code, a violation is a misdemeanor punishable by a fine not to exceed \$1,000 or confinement in jail for a term not to exceed 180 days. Nothing in this ordinance shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this ordinance and to seek remedies as allowed by law and/or equity.

SECTION 7. EFFECTIVE DATE: In accordance with Section 3.15(b) of the Bastrop City Charter, this Emergency Ordinance shall be *effective immediately* upon passage.

SECTION 8. OPEN MEETING: It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

READ, ACKNOWLEDGED & APPROVED on the First & Final Reading on this, the 13th day of October 2020.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Exhibit A



STAFF REPORT

MEETING DATE: October 13, 2020

AGENDA ITEM: 9B

TITLE:

Consider action to approve Resolution No. R-2020-106 of the City Council of the City of Bastrop, Texas, naming the new trail to be located in Pecan Park in memory of Mrs. Dorothy Skarnulis, per the recommendation from the Bastrop Parks and Tree Advisory Board, as attached as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:

Curtis Hancock, Director of Public Works

BACKGROUND/HISTORY:

Dorothy Skarnulis was an amazing person that cared very much for the community of Bastrop. She co-founded Keep Bastrop County Beautiful, worked on the Bastrop County Child Welfare Board, served on the Bastrop Parks and Public Tree Advisory Board, was the driving force to Bastrop being designated Bird City Texas (one of only four in the state), named Woman of the Year by the Bastrop Chamber of Commerce in 2013, and was a certified Master Gardener. These are only a few of the many things that Mrs. Skarnulis did for the community. Her dedication, enthusiasm, and passion for all of these has made Bastrop a better place.

On July 26, 2020, Mrs. Skarnulis passed away after she lost her battle with cancer. She will be greatly missed by this community. Because of Dorothy's many contributions, The Bastrop Parks and Public Tree Advisory Board wanted to honor her in a way that her countless hours of community service will be remembered. At the September 3, 2020 meeting, the board unanimously voted to recommend to the Bastrop City Council that the new trail to be located in the new Pecan Park subdivision be named in memory of Mrs. Skarnulis.

POLICY EXPLANATION:

N/A

FUNDING SOURCE:

N/A

RECOMMENDATION:

Curtis Hancock, Director of Public Works, recommends approval of Resolution No. R-2020-106 of the City Council of the City of Bastrop, Texas, naming the new trail to be located in Pecan Park in memory of Mrs. Dorothy Skarnulis, per the recommendation from the Bastrop Parks and Tree Advisory Board, as attached as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Recommendation Letter from the Bastrop Parks and Public Tree Advisory Board

RESOLUTION NO. R-2020-106

A RESOLUTION NO. R-2020-106 OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, NAMING THE NEW TRAIL TO BE LOCATED IN PECAN PARK IN MEMORY OF MRS. DOROTHY SKARNULIS, PER THE RECOMMENDATION FROM THE BASTROP PARKS AND TREE ADVISORY BOARD, AS ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Mrs. Dorothy Skarnulis served the community of Bastrop for many years with Keep Bastrop County Beautiful, Bastrop Parks and Public Tree Advisory Board, leader of the Bird City Coalition; and

WHEREAS, Mrs. Dorothy Skarnulis had been a long-time supporter and advocate of nature and the outdoors; and

WHEREAS, The City of Bastrop will be acquiring property to be developed into a trail in the Pecan Park Subdivision that will need a name;

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

Section 1. That, when developed, the trail in the Pecan Park Subdivision be named in memory of Mrs. Dorothy Skarnulis.

Section 2. The City Manager is hereby authorized to execute all necessary documents.

Section 3. This resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 13th day of October, 2020.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Jimmy Crouch
605 Buttonwood Street
Bastrop TX 78602
09/24/2020

Bastrop City Council
1311 Chestnut St
Bastrop TX 78602

Dear Bastrop City Council:

I am writing on behalf of the Bastrop Parks and Tree Advisory Board. We would like to request for consideration be given to the naming of the new trail to be located in the new Pecan Park subdivision in the memory of Mrs. Dorothy Scarnulis. We request this to honor the memory of Dorothy and the countless hours that she gave of herself to make our Parks and City a better place for all our residents to live. The Board had voted unanimously for this request. The request would also be inclusive of a plaque to be placed along the trail describing Dorothy's love of life and some of the many things that she did for our community; help establish the "Bird City" destination, involvement in the Keep Bastrop Beautiful organization, her work with the Parks Board and the many other organizations that she was involved with. We feel that this request would be a small token of the many things that Dorothy did for our community.

Thank you for your consideration in this request

Sincerely,

A handwritten signature in blue ink that reads "Jimmy Crouch". The signature is written in a cursive style and is positioned above a horizontal line.

Jimmy Crouch

Proposed Trail shown in Yellow

Pecan Park Public Park Plan

| PRODUCT | QTY | UNIT | DESCRIPTION / MODEL NAME & NO. | MANUFACTURER |
|-------------------|-----|------|---|--|
| Ground Table | 3 | ea | 72 inch Square, Pro Recycle's Stone Table Model #1810, Coated in Concrete For | Green Home Improvement |
| Bench | 3 | ea | Galvanized Steel Bench, Coat on Frame Black, Bolted to Concrete Pad | Quinow.com, service@quinow.com |
| Trash Receptacle | 3 | ea | Commercial Aluminum Dog Waste Can with Lid (PWC025) | PawWanda, sales@pawwanda.com, 1-800-738-7940 |
| PET WASTE STATION | 2 | ea | 100 Years Station for Dog Waste (PWC018) | |

PRODUCTS SHOWN ON EXHIBIT TO MATCH SITE FURNITURE ALREADY EXISTING ON SITE



SEC Planning, LLC

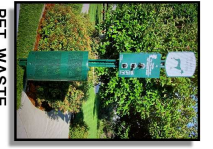


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 www.secplanning.com • info@secplanning.com

PUBLIC OPEN SPACE PLAN
RIVER'S BEND AT PECAN PARK
 BASTROP, TEXAS

Scale: 1" = 500'
 Date: September 16, 2019

SHEET FILE: S:\18000-PRD\CAD\Drawings\ANNING\Submittals\Park Plan_2019-09-20.dwg
 Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This and plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.



LEGEND

- Private Parkland: 48 acres
- Public Parkland: 34 acres
- Public Access Easement: 1 acre
- Public Trail (6 Wide Multi-Use Trail): 4295 linear feet
- Private Trail: 2755 linear feet
- Trail Head
- Gathering Area with Picnic and Trash Receptacles
- Pet Waste Stations

NOTE: PRIVATE PARKLAND IS TO BE MAINTAINED BY THE RIVER'S BEND AT PECAN PARK HOA.
 NOTE: ALL ACRES AND LINEAR FEET SHOWN ARE APPROXIMATIONS ONLY AND SUBJECT TO MINOR MODIFICATIONS DURING PLANNING AND APPROVAL PROCESS.



STAFF REPORT

MEETING DATE: October 13, 2020

AGENDA ITEM: 9C

TITLE:

Consider action to approve Resolution No. R-2020-83 of the City Council of the City of Bastrop, Texas, amending Section 2.3, Article II and Exhibits B and C of the Agreement Exhibit C of the Wholesale Water Agreement between the City of Bastrop and AQUA Water Supply Corporation as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date. (Submitted by: Trey Job, Assistant City Manager)

STAFF REPRESENTATIVE:

Trey Job, Assistant City Manager of Development Services

BACKGROUND/HISTORY:

In 2017, Aqua Water Corporation worked with Representative John Cyrier to sponsor a bill to modify the process of expedited release of a Certificate of Convenience and Necessity (CCN). The City of Bastrop opposed the bill that if passed would have made it more difficult for Texas Cities to expand their CCN in an expedited manner. Representative Cyrier called a meeting with representatives from the City of Bastrop and Aqua Water Corporation and asked both entities to work out some form of an agreement. Multiple meetings occurred over the 1 ½ years it took to reach a solution that creates a win-win scenario for both entities.

The agreement was executed in 2018 and allows the City of Bastrop to sell wholesale water to customers within the City of Bastrop wastewater service area also known as a CCN. While this agreement allows the city to expand its water CCN we are required to purchase the water we sell from AQUA WSC.

Exhibit C of this agreement reflects the locations of the connections between the City of Bastrop and AQUA Water Supply Corporation. It will need to be updated from time to time as the city of Bastrop adds wholesale customers to its system.

West Bastrop Village a 1,200 home subdivision is requesting 1,500 Service Unit Equivalent (S.U.E.) This Municipal Utility District has an executed wholesale water agreement and are almost ready to start construction. Amending the agreement with AQUA W.S.C. and updating exhibit C of that agreement depicts where the connection point with AQUA will be to serve West Bastrop Village.

POLICY EXPLANATION:

In the past the City of Bastrop City Council has encouraged staff to find new funding sources to promote fiscal sustainability, protect the public health and life safety.

FUNDING SOURCE:

The funding for the project will be part of the will be by the developer and Aqua through the wholesale agreement that have been previously approved.

RECOMMENDATION:

Assistant City Manager Trey Job recommends approval of Resolution 2020-83 amending Section 2.3, Article II and Exhibits B and C of the Agreement of the Wholesale Water Agreement between the City of Bastrop and AQUA Water Supply Corporation.

ATTACHMENTS:

- Resolution
- Executed wholesale agreement
- Contract redlined language
- New exhibit C



RESOLUTION NO. R-2020-83

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING EXHIBIT C OF THE WHOLESALE WATER AGREEMENT BETWEEN THE CITY OF BASTROP AND AQUA WATER SUPPLY CORPORATION AS ATTACHED IN EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Texas Water Code – Water §13.254, Revocation or Amendment of Certificate codifies SB 511, which created a streamlined expedited release of a Certificate of Convenience and Necessity (CCN) for landowners with at least 25 acres, who are not receiving water and wastewater service, and are located in one (1) of 33 counties to petition the Texas Commission on Environmental Quality (TCEQ) to remove their property from an existing CCN. Bastrop is one (1) of the 33 counties; and

WHEREAS, in 2017, Aqua Water Corporation worked with Representative John Cyrier to sponsor a bill to modify this process. The City of Bastrop opposed the bill. Representative Cyrier called a meeting with representatives from the City of Bastrop and Aqua Water Corporation and instructed both entities to work out some form of an agreement; and

WHEREAS, multiple meetings have occurred over the past 1 ½ years to reach a solution that creates a win-win scenario for both entities; and

WHEREAS, under this contract, the City agrees to purchase water at a wholesale cost for any development that wishes to decertify Aqua's water CCN under Texas Water Code – Water §13.254, Revocation or Amendment of Certificate and have the City of Bastrop provide water; and

WHEREAS, Aqua Water Corporation maintains the collateral commitment for their USDA loans by still providing water at a wholesale cost to the same customers that used to be in their CCN. The City will establish a wholesale water rate that covers the cost of Aqua's water, yet is cheaper than a developer installing their own water system; and

WHEREAS, the economic development challenge regarding fire flow is resolved through a connection at SH20 between the City of Bastrop and Aqua that will allow the wholesale water purchase to be pressurized in the City's system for fire flow purposes, which will require less water to be purchased; and

WHEREAS, this agreement provides a "one-stop" shop for economic development opportunities regarding supplying water and wastewater services; and

WHEREAS, the City of Bastrop will be able to expand its Water CCN to match its Wastewater CCN through a long-term wholesale water agreement; and

WHEREAS, this agreement will provide immediate water supply redundancy that we currently do not have and helps manage peak demand until a new plant can be built in the Simsboro Aquifer; and

WHEREAS, both Aqua Water Corporation and the City of Bastrop believe this mutual agreement is a precedent setting agreement for the State of Texas and represents a win-win-win scenario for Aqua, the City, and the wholesale customer.

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

Section 1. The City Manager is hereby authorized to execute this contract, which is attached as Exhibit A, as well as all other necessary documents.

Section 2. All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 3. This resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 13th day of October.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

**FIRST AMENDMENT TO WHOLESALE WATER SERVICE AGREEMENT
BETWEEN AQUA WATER SUPPLY CORPORATION AND CITY OF BASTROP**

This First Amendment to the Wholesale Water Service Agreement (“First Amendment”) is made by and between Aqua Water Supply Corporation (“Aqua”), a Texas non-profit water supply corporation of Bastrop County, Texas, and the City of Bastrop, a home rule city, body politic of the State of Texas, and retail public utility of Bastrop County, Texas (“City”)(collectively, the “Parties”).

WHEREAS, the Parties entered into the Wholesale Water Service Agreement dated November 28, 2018 (“Agreement”), attached hereto as Exhibit “A” and made a part hereof for all purposes, to cooperatively work together to meet the water needs to the City and Bastrop County; and

WHEREAS, the Parties anticipated amending the Agreement to address the different Points of Delivery for the real estate developments planned in the area which are located within the City’s retail wastewater service area (Certificate of Convenience and Necessity Number 20466) and Aqua’s retail water service area (Certificate of Convenience and Necessity Number 10294) as contemplated by the Agreement; and

WHEREAS, the City and West Bastrop Village Municipal Utility District and West Bastrop Village, Ltd. entered into Wholesale Water Agreement dated December 9, 2019 (“West Bastrop Village Agreement”), attached hereto as Exhibit “B” and made a part hereof for all purposes, to establish that the City will provide wholesale water service to West Bastrop Village Municipal Utility District (“WBV MUD”) and West Bastrop Village, Ltd. for the purposes of providing water service to the West Bastrop Village Subdivision (“WBV Subdivision”) which is comprised of approximately three hundred and forty eight (348) acres located in Bastrop County (the “Property”) and more specifically described in Exhibit “B”; and

WHEREAS, pursuant to the Agreement, the Parties desire to amend Exhibit “B” of the Agreement (“Terms and Conditions for Wholesale Service”) to address several issues that have been identified with the language of the Agreement; to give the City the option and ability to request wholesale water service in incremental amounts for different phases of a development; and to provide Aqua with the authority to assess the City for Capacity Reservation Fees for the amounts of water service requested in incremental amounts; and

WHEREAS, Aqua finds it necessary to assess the City for Capacity Reservation Fees for the reservation of the amounts of water service requested in incremental amounts as opposed to not charging the City for Capacity Reservation Fees when the City requests wholesale water service for an entire development because the City will have paid for the reservation of the amount of water requested for the entire development with payments made by the City at the time of the execution of any amendment to the Agreement that address the water needed for the entire development; and

WHEREAS, pursuant to the Agreement, the Parties desire to amend Exhibit “C” of the Agreement which provides a description, a map, and the technical information for all Points of

Delivery subject to the Agreement to add information related to the Point of Delivery identified in Exhibit “C” of this Amendment, and made a part hereof for all purposes, to enable the City to provide water service to the Property; and

WHEREAS, it will be necessary for Aqua to construct certain facilities associated with the Point of Delivery in order to provide wholesale water service to the City for the Property, hereinafter referred to as the “Project,” and the City must pay the City’s share of the costs to construct the Project; and

WHEREAS, West Bastrop Village, Ltd. intends to develop the WBV Subdivision in multiple phases and the Maximum Daily Delivery Rate for the first phase of the WBV Subdivision (“Phase 1”) shall be the amount established in Section 1.5 of this Amendment based on water utility service needs for Phase 1 in the amount of one hundred (100) living unit equivalents (“LUEs”);

WHEREAS, Aqua shall install all necessary flow restrictor infrastructure and equipment necessary to only deliver the water provided at the Point of Delivery to the City to the amount of water necessary for the one hundred (100) LUEs associated with Phase 1; and

WHEREAS, upon payment by City of the required Capacity Reservation Fees, Aqua shall reserve water supply capacity in its water infrastructure system for only the one hundred (100) LUEs associated with Phase 1 of the WBV Subdivision;

WHEREAS, upon execution of this Amendment, City shall pay Aqua in accordance with Section 2.01 of the Terms and Conditions for Wholesale Service found as Exhibit B to the Agreement; and

WHEREAS, Aqua shall not reserve any additional water supply capacity in its water infrastructure system for future phases of the WBV Subdivision unless and until the City requests Aqua conduct feasibility studies for the future phases; Aqua and the City execute additional amendments to the Agreement to address the water needs for those future phases; and the City pays the required Capacity Reservation Fees; and

WHEREAS, following the completion of the construction of the Project, Aqua will deliver water to the Point of Delivery at the Maximum Daily Delivery Rate in the amount established in Section 1.64 of the First Amendment and such amount should meet the water needs for Phase 1 of the entire West Bastrop Village Subdivision; and

WHEREAS, the Parties understand that the City’s share of the cost to construct the Project, is estimated to be Sixty Three Thousand, Three Hundred and Ninety and No/100 Dollars (\$63,390.00), such cost being more particularly set out and described by the preliminary cost summary attached hereto as Exhibit “D” and made a part hereof for all purposes; and

WHEREAS, the Parties anticipate West Bastrop Village, Ltd. will file a Petition for Expedited Release at the Public Utility Commission of Texas (“PUC”) to remove the Property from Aqua’s retail water service area instead of using the certificate of convenience and

necessity amendment process at the PUC as contemplated by Section 2.8 of the Agreement and Aqua will consent to the Petition for Expedited Release; and

WHEREAS, other than what the Parties agree to in this Amendment, nothing in this Amendment to the Agreement is meant to supersede, remove, or replace any of the duties and obligations of the Parties as such duties and obligations exists in the Agreement, and all provisions of the Agreement apply equally to this Amendment and the additional obligations and duties established herein; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

AGREEMENT

1.1 Consideration – City. To enable Aqua to construct the facilities associated with the Project at the Point of Delivery location identified in Exhibit “C”, City shall pay Aqua the following:

- a. The Parties agree that the total cost to City for the Project is estimated to be Sixty Three Thousand, Three Hundred and Ninety and No/100 Dollars (\$63,390.00) as specified in Exhibit “D” – Preliminary Cost Summary, the receipt and sufficiency of which is hereby acknowledged by Aqua.
- b. At the time of execution of this Agreement, City has paid the sum of Sixty Three Thousand, Three Hundred and Ninety and No/100 Dollars (\$63,390.00).
- c. After the Project has been completed, the final cost of the Project will be reconciled with the payments made by the City. If the final cost of the Project is less than the amounts paid by City, the difference shall be refunded to City within thirty (30) days of completion of the Project. If the final cost of the Project is greater than the amount paid by City, City shall pay Aqua the difference, in a form acceptable to Aqua, within ten (10) days after receipt of notice of the balance due.

1.2 Consideration – Aqua.

- a. Upon execution of this Amendment and receipt of a cashier’s check or other instrument acceptable to Aqua from City in the amount of the total estimated cost of the Project which is due at the time of execution of this Agreement, Aqua shall begin the process of obtaining any necessary easements and planning construction of the Project as soon as practicable.
- b. Upon completion of the Project, Aqua shall provide wholesale water service to the City at the amounts agreed to by the Parties through amendments to the Agreement at the Point of Delivery identified in Exhibit “C” and Aqua’s infrastructure will have sufficient capacity to provide 1.296 MGD (million gallons

per day) to the City at the Point of Delivery.

- c. Aqua consents to any Petition for Expedited Release filed with the PUC related to the removal of the Property from Aqua's retail water service area.

1.3 Amendment to Section 2.3 of Article II of the Agreement. The Parties agree to amend Section 2.3 of the Agreement by adding language to the first sentence to Subsection (a) to establish when Aqua will begin providing water service and billing the City for such water service so that the first sentence reads as follows:

“From the date of the completion of the construction of the Project as indicated in the Feasibility Study for each development or each requested phase of a development located in Exhibit C to the Agreement, Aqua shall deliver water to the Point of Delivery for each development or each requested phase of a development.”

1.43 Amendment to Section 2.01 of Exhibit “B” of the Agreement. The Parties agree to amend Exhibit “B” of the Agreement (“Terms and Conditions for Wholesale Service”) by deleting the phrase “(0.75 MGD)” located after the word “Rate” and before the word “in” found in the second paragraph of Section 2.01 of the Terms and Conditions for Wholesale Service.

1.5 Amendment to Exhibit “B” of the Agreement By Adding Sections to Address the Reservation of Capacity. To give the City the option and ability to purchase wholesale water service in incremental amounts based on the development of different phases of a development as opposed to the City having to purchase wholesale water service for the entire development up front, the Parties agree to amend Exhibit “B” of the Agreement (“Terms and Conditions for Wholesale Service”) by adding the following new sections to Exhibit “B” as follows:

Section 2.04 – Reserving Water Capacity

If the City desires to obtain water service in incremental amounts to provide water for different phases of a development, the City shall reserve the requested quantity of water specified in each request submitted to Aqua for water service for a period of up to five (5) years by paying a non-refundable Capacity Reservation Fee.

Section 2.05 – Capacity Reservation Fee

The Capacity Reservation Fee is calculated by the following equation:

$$\text{Capacity Reservation Fee (\$)} = [\text{Requested Volume (gpm)}/0.6 \text{ gpm/LUE}] \times \$600/\text{LUE}$$

Section 2.06 – Capacity Fee Payment

Upon execution of any amendment to the Wholesale Water Service Agreement, City shall pay the Capacity Reservation Fee to reserve the requested quantity of water for five (5) years. Upon request of the City to begin taking water flow through the Master Meter(s), Aqua will initiate the

City's account and credit the Capacity Reservation Fee to that account. Aqua will then begin billing the City's account for water service as provided in Aqua's Terms and Conditions.

Section 2.07 – Expiration of Capacity Reservation

At the end of the five (5) year period, if the City has not requested water flow through the Master Meter(s), the capacity reservation will expire and Aqua will be under no obligation to provide the water requested under this agreement or to reimburse the Capacity Reservation Fee to the City.

1.64 Amendment to Exhibit “C” of the Agreement. The Parties agree to amend Exhibit “C” of the Agreement to add the map of the location of the Point of Delivery for the Property which is Exhibit “C” to this Amendment, the technical information for the Point of Delivery in the form of the Preliminary Cost Summary which is Exhibit “D” to this Amendment and to establish the Maximum Daily Delivery Rate of Eighty Six Thousand and Four Hundred (86,400) ~~1.296~~ MGD (million gallons per day) in the Agreement for Phase 1 of the WBV Subdivision~~the entire West Bastrop Village Subdivision~~ which represents the amount of water needed for Phase 1 and the one hundred (100) LUEs associated with Phase 1. The Parties further agree Aqua may install all flow restrictor infrastructure and equipment necessary to limit the amount of water delivered to the Point of Delivery for Phase 1 to the 100 LUE amount needed for Phase 1. Moreover, the Parties agree Aqua shall only reserve water supply capacity in its water infrastructure system for the one hundred (100) LUEs associated with Phase 1 of the WBV Subdivision based on the charges West Bastrop Village, Ltd. and WBV MUD shall pay Aqua in accordance with Section 2.01 of the Terms and Conditions for Wholesale Service which serves as Exhibit B to the Agreement, and Aqua shall not reserve any additional water supply capacity in its water infrastructure system for future phases of the WBV Subdivision unless and until the City requests Aqua conduct feasibility studies for the future phases and the City and Aqua execute additional amendments to the Agreement to address the water needs for those future phases.

1.75 No Other Changes to Agreement. ALL REMAINING SECTIONS AND PROVISIONS OF THE AGREEMENT REMAIN UNCHANGED AS THEY EXISTED UPON THE DATE OF EXECUTION OF THE AGREEMENT.

This Amendment to the Agreement is executed in duplicate originals on the respective dates of acknowledgment set forth below and shall be effective as of the latest date of acknowledgment set forth below.

CITY OF BASTROP

By: _____

Title: City Manager

Date: _____

Attest: _____

AQUA WATER SUPPLY CORPORATION

By: _____
Alan David McMurry
Title: General Manager

Date: _____

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF BASTROPIS §

This instrument was acknowledged before me on this ____ day of _____, 2020, by _____, City Manager for City of Bastrop.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF BASTROP §

This instrument was acknowledged before me on this ____ day of _____, 2020, by Alan David McMurry, General Manager of Aqua Water Supply Corporation, a Texas nonprofit corporation, on behalf of said corporation.

Notary Public, State of Texas

EXHIBIT LIST FOR FIRST AMENDMENT

- Exhibit A Wholesale Water Service Agreement dated November 28, 2018 between Aqua Water Supply Corporation and City of Bastrop
- Exhibit B Wholesale Water Service Agreement dated December 9, 2019 between City of Bastrop, West Bastrop Village Municipal Utility District and West Bastrop Village, Ltd.
- Exhibit C Location of Point of Delivery for West Bastrop Village Subdivision
- Exhibit D Preliminary Cost Summary for Point of Delivery for West Bastrop Village Subdivision dated May 6, 2020

Exhibit C

Property Location Map



Wholesale Water Agreement with AQUA WSC



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: 9/1/2020



October 1, 2020

Ms. Patricia Hernandez
Development Services Manager
Aqua Water Supply Corporation
Post Office Drawer "P"
Bastrop, Texas 78602

Re: Request for Water Feasibility Study
West Bastrop Village MUD

Dear Ms. Hernandez:

Per your email on April 15, 2020, we have conducted an engineering review and feasibility study of the applicable sector of the Aqua WSC system to determine if sufficient facilities and capacity exist to appropriately serve the referenced proposed development without adversely impacting Aqua's system or if additional infrastructure improvements are required. The review/study is based on a simulated hydraulic analysis with parameters in compliance with TCEQ rules and regulations and AWWA standards. It also addresses city limits, ETJs, CCN, endangered species habitat, 100-year flood plain, etc., as per Aqua WSC's policies.

The property consists of 339.24 acres located at 169 FM 20 in Bastrop, Texas in central Bastrop County. The property is within Aqua Zone 2 and can be found on map page D-2 of the current Aqua system maps. Bastrop County Central Appraisal District refers to the property as part of Parcel ID 41882 owned by West Bastrop Village, LTD. The property appears to be within the city of Bastrop Statutory extraterritorial jurisdiction (ETJ). The property is completely within the City of Bastrop certificated service area as per CCN No. 11198 on file with Public Utility Commission of Texas.

FEMA Flood Insurance Rate Map # 48021C0355E, dated January 19, 2006, depicts that portions of the subdivision will be in a special flood hazard area. The developer shall make every effort to ensure structures are built outside of the flood plain. Should structures be constructed within the flood plain, the developer and/or contractor shall be aware of, and understand, all local, state and federal rules and regulations governing such construction.

The property does not fall within the limits of a defined habitat of an endangered species known to exist in Bastrop County or Aqua's service area, specifically that of the Houston Toad, according to U.S. Fish and Wildlife Service publications. Therefore, Aqua will not be in violation of federal funding guidelines regarding an endangered species.

Information provided by West Bastrop Village MUD indicates that they will need service for 100 Living Unit Equivalent (LUEs). To provide the TCEQ-mandated rate of 0.6 gpm per LUE, the MUD requires a Maximum Daily Delivery Rate (MDDR) of 86,400 GPD (0.0864 MGD).

| | | | |
|--|------------------------------|----------------------------|---------------------------------|
| ADDRESS 1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626 | PHONE 512.930.9412 | FAX 512.930.9416 | WEB STEGERBIZZELL.COM |
|--|------------------------------|----------------------------|---------------------------------|

TEXAS REGISTERED ENGINEERING FIRM F-181

SERVICES
>> ENGINEERS >> PLANNERS >> SURVEYORS

October 1, 2020
Aqua Water Supply Corporation
Request for Water Feasibility Study
West Bastrop Village MUD

Page 2

Aqua has an existing 24" water line that crosses through the property. To provide service to the proposed development, capital improvements by Aqua are necessary. Based upon the wholesale service agreement between the City of Bastrop and Aqua WSC, Aqua will charge \$45,000 per MGD on a monthly basis and \$0.95 for every 1,000 gallons delivered to Bastrop per City of Bastrop Wholesale Agreement. This equates to a monthly base rate of \$3,888 plus \$0.95 per 1,000 gallons of water used.

The agreement requires Aqua to install a rate of flow controller to restrict the maximum instantaneous delivery rate and a master meter for billing purposes. The City of Bastrop is required to install a backflow preventer and is required to have an air gap for all delivery of water into a ground storage tank. All other improvements are to be split 50/50 per the agreement. A PCS for the point of delivery improvements showing the Bastrop and Aqua totals is attached.

Pressure at the point of delivery will be at or above 35 psi. Adequate system pressure to serve Bastrop West Village MUD customers and provide fire flow shall be the responsibility of the MUD. Once Aqua WSC capital improvements are made, the existing 24" water line will have sufficient capacity to provide 1.296 MGD to Bastrop West Village MUD and existing Aqua customers in the area will not have a decrease in pressures that would cause non-compliance with TCEQ standards.

We recommend a 90-day limit apply for this review from the date of this letter. It should be noted that Aqua's providing service to this subdivision shall be contingent upon the developer's compliance with all relevant Federal, State and County rules and regulations as per Aqua's tariff.

Feel free to contact our office if there are any questions and please advise if we may be of further assistance.

Respectfully,



Dacy V. Thomas, P.E.

Cc: David Fleming, P.E.
Aqua Mgr. of Engineering

Proposed Water System Improvements
AQUA WATER SUPPLY CORPORATION
 Bastrop, Texas

West Bastrop Village MUD
Aqua Portion
 Bastrop County, Texas

PRELIMINARY COST SUMMARY
 (May 6, 2020)

| Item/Description | Quantity | Unit Price | Estimated Total Cost | Cost paid by Aqua | Cost to Developer |
|--|----------|------------|----------------------|-------------------|-------------------|
| 24" SDR-21 PVC | 20 LF | \$90 | \$1,800.00 | \$900.00 | \$900.00 |
| Sand Bedding | 20 LF | \$11 | \$220.00 | \$110.00 | \$110.00 |
| 12-ga. Tracer Wire (taped to pipe twice per joint) | 20 LF | \$0.50 | \$10.00 | \$5.00 | \$5.00 |
| M.J. SSB cl-350 D.I. Fittings w/ Restraint Glands | 200 Lbs | \$5 | \$1,000.00 | \$500.00 | \$500.00 |
| 24" Gate Valve w/ Valve Box and Restraint Glands | 1 Ea | \$5,500 | \$5,500.00 | \$2,750.00 | \$2,750.00 |
| 24" Wet Connection | 1/2 Ea | \$20,000 | \$10,000.00 | \$5,000.00 | \$5,000.00 |
| Erosion Control w/ Silt Fencing | 20 LF | \$4 | \$80.00 | \$40.00 | \$40.00 |
| Clearing & Chipping | 20 LF | \$2 | \$40.00 | \$20.00 | \$20.00 |
| Trench Safety | 20 LF | \$2 | \$40.00 | \$20.00 | \$20.00 |
| 8" Double Check Detector w/ Vault & Appurtenances | 1 Ea | \$40,000 | \$40,000.00 | \$0.00 | \$40,000.00 |
| 8" Flow Control Valve | 1 Ea | \$17,000 | \$17,000.00 | \$17,000.00 | \$0.00 |
| 3" Master Meter w Vault & Appurtenances | 1 Ea | \$30,000 | \$30,000.00 | \$30,000.00 | \$0.00 |
| Total: | | | | \$56,345.00 | \$49,345.00 |

Aqua Portion of Construction Total: \$56,345.00
 Contingencies (approx. 10% of const.) \$5,630
 Engineering (approx. 12% of const.) \$6,760
 Surveying & Staking \$1,000

Grand Total: \$69,735.00

NOTE: This is a preliminary cost summary and not an actual contractual construction cost quote. It is not based on any prepared plans or on-site inspections by this office. After surveying and plans are prepared and reviewed, a more accurate estimate can then be provided. This preliminary cost summary shall be valid for 90-days from the date listed above.

Proposed Water System Improvements
AQUA WATER SUPPLY CORPORATION
Bastrop, Texas

**West Bastrop Village MUD
Developer Portion**
Bastrop County, Texas

PRELIMINARY COST SUMMARY
(October 1, 2020)

| Item/Description | Quantity | Unit Price | Estimated Total Cost | Cost paid by Aqua | Cost to Developer |
|--|----------|------------|----------------------|-------------------|-------------------|
| 24" SDR-21 PVC | 20 LF | \$90 | \$1,800.00 | \$900.00 | \$900.00 |
| Sand Bedding | 20 LF | \$11 | \$220.00 | \$110.00 | \$110.00 |
| 12-ga. Tracer Wire (taped to pipe twice per joint) | 20 LF | \$0.50 | \$10.00 | \$5.00 | \$5.00 |
| M.J. SSB cl-350 D.I. Fittings w/ Restraint Glands | 200 Lbs | \$5 | \$1,000.00 | \$500.00 | \$500.00 |
| 24" Gate Valve w/ Valve Box and Restraint Glands | 1 Ea | \$5,500 | \$5,500.00 | \$2,750.00 | \$2,750.00 |
| 24" Wet Connection | 1/2 Ea | \$20,000 | \$10,000.00 | \$5,000.00 | \$5,000.00 |
| Erosion Control w/ Silt Fencing | 20 LF | \$4 | \$80.00 | \$40.00 | \$40.00 |
| Clearing & Chipping | 20 LF | \$2 | \$40.00 | \$20.00 | \$20.00 |
| Trench Safety | 20 LF | \$2 | \$40.00 | \$20.00 | \$20.00 |
| 8" Double Check Detector w/ Vault & Appurtenances | 1 Ea | \$40,000 | \$40,000.00 | \$0.00 | \$40,000.00 |
| 8" Flow Control Valve | 1 Ea | \$17,000 | \$17,000.00 | \$17,000.00 | \$0.00 |
| 3" Master Meter w Vault & Appurtenances | 1 Ea | \$30,000 | \$30,000.00 | \$30,000.00 | \$0.00 |
| Total: | | | | \$56,345.00 | \$49,345.00 |

| | |
|---|--------------------|
| Developer Portion of Construction Total: | \$49,345.00 |
| Contingencies (approx. 10% of const.) | \$4,930 |
| Engineering (approx. 12% of const.) | \$5,920 |
| Capacity Reservation Fee* (\$600 x 100 LUEs) | \$60,000 |
| Backflow Prevention Fee | \$25 |
| Membership Fee | \$100 |
| Customer Service Inspection Fee | \$70 |
| Legal | \$2,000 |
| Surveying & Staking | \$1,000 |

Grand Total: \$123,390.00

*\$60,000 Capacity Reservation Fee to be credited back to Developer's Account upon execution of the appropriate agreement.

NOTE: This is a preliminary cost summary and not an actual contractual construction cost quote. It is not based on any prepared plans or on-site inspections by this office. After surveying and plans are prepared and reviewed, a more accurate estimate can then be provided. This preliminary cost summary shall be valid for 90-days from the date listed above.

TO: Paul A. Hofmann, City Manager
RE: AQUA Water Supply Corporation
CC: Bastrop City Council



DATE: September 1, 2020

This memo is to give you some background on the upcoming agenda item of amending the wholesale water agreement with Aqua Water Supply Corporation. The amendment of exhibit C is because the City of Bastrop now has an executed agreement with West Bastrop Village.

West Bastrop Village is a Municipal Utility District just west of Hunters Crossing on the West-side of S.H.20. The district is planning for 1,500 S.U.E.'s (service unit equivalent). The current plan is to build approximately 1,200 single family homes in the City of Bastrop 's wastewater CCN. This area is not currently in the City's water CCN.

The proposed connection point in exhibit C is the location the City of Bastrop will receive 1.296 MGD (million gallons a day) to supply what has been requested from WBV. The water from AQUA WSC will enter the City of Bastrop's 250,000-gallon ground storage tank and be pumped to the 250,000 gallon elevated storage (when constructed) tank that will serve the current City of Bastrop customers and the newly constructed WBV subdivision.

West Bastrop village will be responsible for the engineering and the cost associated with the construction of the points of connection at S.H. 20 Tower site and the connection point on site per the current contract with WBV. The distribution system will belong to WBV. The City of Bastrop's Maintenance will end at the master meter connection on WBV's property.

The next steps:

- Approval of exhibit C in the Aqua wholesale agreement
- Execute and agreement for engineering and construction with Aqua WSC approximately \$67,000.00 (passed through to WBV according to our agreement)
- Aqua WSC will decertify the service territory.
- Aqua will build the connection point at the tower location (AQUA Cost).
- The City will run a waterline from the tower to WBV.
- WBV will build the point of connection on their site and connect to our waterline. They will also be responsible for their internal infrastructure.

Trey Job
Assistant City Manager





STAFF REPORT

MEETING DATE: October 13, 2020

AGENDA ITEM: 9D

TITLE:

Consider action to approve Resolution No. R-2020-104, of the City Council of the City of Bastrop, Texas amending Resolution No. R-2020-42, amending the City of Bastrop recommended mitigation actions in the Bastrop County Hazard Mitigation Plan to apply for Hazard Mitigation Grant funding; authorizing the City Manager as the authorized official; providing for a severability clause; and establishing an effective date.

STAFF REPRESENTATIVE:

Trey Job, Assistant City Manager

BACKGROUND/HISTORY:

The City of Bastrop is applying for Hazard Mitigation Grant funding through the General Land Office GLO with the help of Langford Community Services. Updating the City of Bastrop Hazard Mitigation Actions increases the likelihood of being awarded the grant. It provides an additional five points to our score.

Below are the four new projects that will be added to the action steps (table 19-2) of the Bastrop County Hazard Mitigation Plan.

- Blakey Lane Extension.
- Agnes Street Gap Completion.
- Colorado River Bank Stabilization.
- West side Fire Station.

POLICY EXPLANATION:

In the past the City of Bastrop City Council has encouraged staff to find new funding sources to promote fiscal sustainability, protect the public health and life safety.

FUNDING SOURCE:

N/A

RECOMMENDATION:

Consider action to approve Resolution No. R-2020-104, of the City Council of the City of Bastrop, Texas amending Resolution No. R-2020-42, amending the City of Bastrop recommended mitigation actions in the Bastrop County Hazard Mitigation Plan to apply for Hazard Mitigation Grant funding; authorizing the City Manager as the authorized official; providing for a severability clause; and establishing an effective date.

ATTACHMENTS:

- Resolution
- Updated Table 19-2

RESOLUTION NO. R-2020-104

A RESOLUTION, OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING, AMENDING THE CITY OF BASTROP RECOMMENDED MITIGATION ACTIONS IN THE BASTROP COUNTY HAZARD MITIGATION PLAN TO APPLY FOR HAZARD MITIGATION GRANT FUNDING; AUTHORIZING THE CITY MANAGER AS THE AUTHORIZED OFFICIAL; PROVIDING FOR A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Section 322 of the Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5165) requires local governments to develop a hazardous mitigation plan as a condition for receiving certain types of non-emergency disaster assistance, including funding for mitigation projects; and,

WHEREAS, the Code of Federal Regulations (CFR) at Title 44, Chapter 1, part 201, requires the jurisdictions to prepare and adopt a local mitigation plan every five years: and,

WHEREAS, the plan incorporates the comments, ideas and concerns of the community and of the public in general, which the plan is designed to protect, ascertained through a series of public meetings, publication of the draft plan, press releases, and other outreach activities; and

WHEREAS, the City of Bastrop City Council approve and adopted the Bastrop County Hazard Mitigation Plan and resolved to execute the actions in the plan at their October 11th 2016 City Council meeting; and

WHEREAS, the Federal Emergency Management Agency requires that all projects submitted for hazard mitigation grant funding be included in the Hazard Mitigation Plan per 44 CFR Section 201.6 (2)(C)(3)(i-iv); and

WHEREAS, the City of Bastrop has identified additional mitigation actions not included in the plan; and

WHEREAS, this agreement provides a “one-stop” shop for economic development opportunities regarding supplying water and wastewater services; and

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

Section 1. that the update of the Recommended Mitigation Actions be included in the 2016 Bastrop County Hazard Mitigation Plan update, is hereby approved and adopted by the City Council of the City of Bastrop and resolves to execute the additional actions in the plan.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 13th day of October.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

AREA-WIDE MITIGATION ACTIONS AND IMPLEMENTATION

TABLE 19-2.

| Action No. | Title | Description | Mitigation Action Ranking | Action Type | Applicable Goals | Responsible Department | Estimated Cost | Potential Funding Sources | Timeline in Months | Benefit |
|------------|--|--|---------------------------|-------------------|-----------------------|--------------------------|----------------|---|--------------------|---------|
| 10 | Wildfire mitigation – for new developments and ETJ area | The city has passed a 1445 Agreement and is currently updating its Comprehensive Plan outlining goals and strategies for wildfire mitigation program in new developments and ETJ area. | 1 | LPR NSP | G1, G3, G4, G5, G6 | Planning and Development | >\$100,000 | Grants, Local Funds, Cooperative Partnerships | 12 | Medium |
| 11 | Communication equipment | The city will continue to upgrade/replace older communication equipment, purchase additional equipment, and explore the use of non-traditional means of communicating with resources responding to the incident as well as notifying the public. | 2 | LPR NSP EAP | G1, G4 | Information Technology | >\$100,000 | Grants, Local Funds, Municipal Bonds | 36 | High |
| 12 | Fire and Safety Westside fire station | The City will design and construct a fire station to provide improved response times west of the Colorado river. Especially during an emergency evacuation is taking place on SH 71. | 2 | SIP,NSP , LPR | G1,G2,G 4, G5 | Fire Department | >\$100,000 | Grants, Local Funds, Municipal Bonds | 36 | High |
| 13 | Provide Flood mitigation and Bank protection on the Colorado River | The City will design and install bank stabilization techniques to reduce Bank erosion and stream degradation. This project will also provide protection to valuable city infrastructure located near the Colorado River. | 2 | SIP,NSP , LPR | G1,G2,G 4, G5 | Development Services | >\$100,000 | Grants, Local Funds, Municipal Bonds | 36 | High |
| 14 | Blakey Lane Roadway extention | The City of Bastrop will design and construct a new east/west collector street noth of SH 71. This project will provide the much needed east/west connectivity provide better response time for emergency vehicles. | 2 | SIP,NSP , LPR | G1,G2,G 4, G5 | Development Services | >\$100,000 | Grants, Local Funds, Municipal Bonds | 24 | High |
| 15 | Agnes Street Gap completion. | The City of Bastrop will design and construct a new east/west collector street noth of SH 71. This project will provide the much needed east/west connectivity provide better response time for emergency vehicles. | 2 | SIP,NSP , LPR | G1,G2,G 4, G5 | Development Services | >\$100,000 | Grants, Local Funds, Municipal Bonds | 24 | High |



STAFF REPORT

MEETING DATE: October 13, 2020

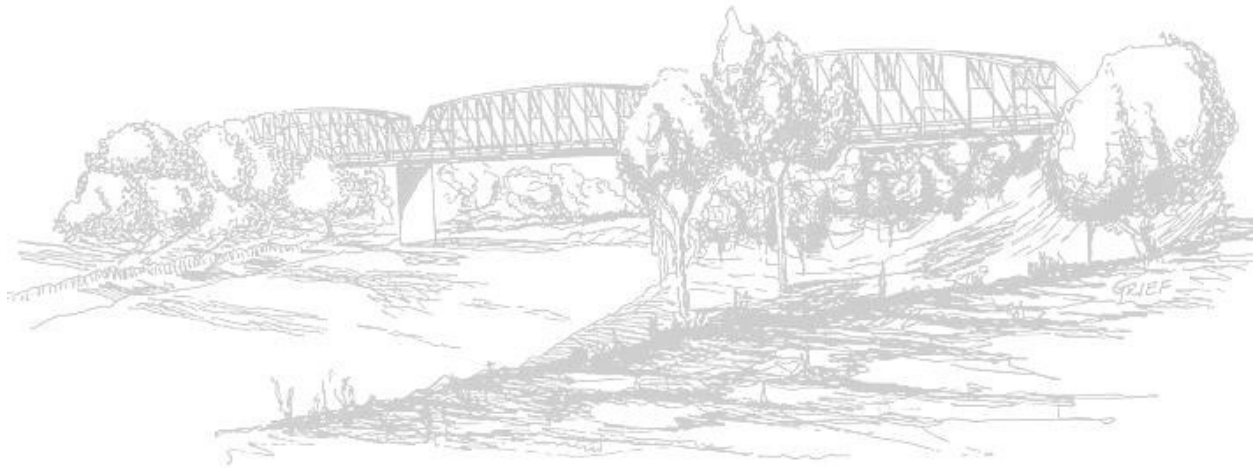
AGENDA ITEM: 10A

TITLE:

City Council shall convene into closed executive session pursuant to Texas Government Code Sections 551.071 and 551.072, to seek the advice of legal counsel, and to deliberate upon the acquisition of real property interests associated with the construction of Wastewater Treatment Plant #3 at 385 SH 304, Unit B, Bastrop, TX 78602, and its collections systems, including all related agreements, authorizations, easements, resolutions, and associated legal actions.

STAFF REPRESENTATIVE:

Paul A. Hofmann, City Manager





STAFF REPORT

MEETING DATE: October 13, 2020

AGENDA ITEM: 11

TITLE:

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

STAFF REPRESENTATIVE:

Paul A. Hofmann, City Manager

