

**RESOLUTION NO. R-2018-94**

**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 BASTROP COUNTY HISTORICAL SOCIETY AT A COST OF ONE HUNDRED AND FORTY-SIX THOUSAND NINE-HUNDRED AND THIRTY-SEVEN AND 00/100 DOLLARS (\$146,937) AS 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 recognizes the Bastrop County Historical Society as the safe-keeper and story teller 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 of our visitors; and

**WHEREAS**, Chapter 351 of the Tax Code provides the requirements on how Hotel Occupancy Tax (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 Forty-Six Thousand and Nine Hundred and Thirty-Seven and 00/100 Dollars (\$146,937) attached as Exhibit A.

**SECTION 2.** That the City Council of the City of Bastrop has found that the Bastrop County Historical Society is the leading provider of visitor services, visitor center operations, and historical documentation and story telling 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 13<sup>th</sup> day of November, 2018.

**CITY OF BASTROP, TEXAS**

  
\_\_\_\_\_  
Connie B. Schroeder, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Ann Franklin, City Secretary

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Alan Bojorquez, City Attorney





## 2. FUNDING

- A. Amount.** The City shall provide to Organization grant funds in an amount up to a sum not to exceed one hundred forty-six thousand nine hundred and thirty-seven and 00/100 dollars (\$146,937.00).
- 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 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."
- B. 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 2018-2019, which commences October 1<sup>st</sup> and ends September 30 / 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.

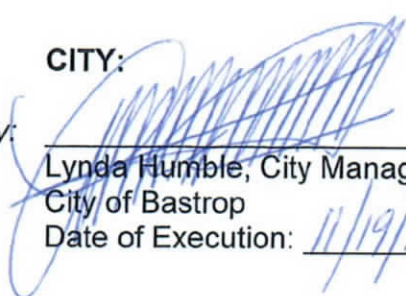
**G. Notices.** Any notice necessary or appropriate relative to this Agreement shall be effective when deposited in the United States mail, either certified and/or registered



**IN WITNESS, WHEREOF:**


**CITY:**

by:

  
Lynda Humble, City Manager  
City of Bastrop  
Date of Execution: 11/19/18

**ORGANIZATION:**

by:

  
Executive Director  
Bastrop County Historical Society  
Date of Execution: 11.20.2019

DANIEL HARRIS CLARK  
PRESIDENT

**ATTEST:**

by:

  
Ann Franklin, City Secretary  
City of Bastrop



**Exhibit "A"**

**ORGANIZATION'S PROPOSED SERVICES**



**BCHS Museum  
HOT Fund Budget FY 2019**

<b>Income from HOT Funds</b>		<b>\$44,837</b>
<b>Allotment for Preservation &amp; Promotion</b>		<b>\$34,893</b>
Archival Equipment	\$670	
Archival Supplies	\$525	
Archivist Speaking Engagements (3)	\$300	
Design & Printing New Brochure	\$2,000	
Exhibits (Temporary & Traveling)	\$3,000	
Permanent Exhibit Maintenance	\$2,000	
Books and other collection material	\$250	
Guest Speakers	\$500	
Continuing Visitor Communication	\$3,000	
Payroll & Taxes	\$21,348	
Postage	\$600	
Signage	\$200	
Website	\$500	
	<u>\$34,893</u>	
<b>Allotment for Tours &amp; Rendezvous Public Gala</b>		<b>\$9,944</b>
(Home Tour/Tour Expenses)		
Advertising Home Tour	\$1,200	
Gift for Homeowners on Tour	\$200	
Home Tour Printing	\$900	
Payroll & Taxes	\$5,544	
Postage	\$300	
Refreshments for VC Day of Tour	\$50	
Rendezvous	\$1,500	
Sponsor Board	\$250	
	<u>\$9,944</u>	

**Preservation Budget Detail**

**Archival Equipment**

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

**Archival Supplies**

**Storage Materials**

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

**Preservation & Promotion Payroll Detail**

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

**Tours Budget Detail**

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



## BCHS Visitor Center Budget FY 2019

### Expenses:

#### Dedicated Visitor Center Facility

##### Administration & Office

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

##### Building Operations (50%)

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

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

#### Special Events

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

**Subtotal** \$94,979.00

#### Tourism Brochure

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

**Marketing & Promotion** \$3,021.00

**Total** \$102,000.00

## ***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.

All art work, images and details regarding the individual programs such as "performances," "classes," or "exhibits" for the contract period including ticket prices and purchasing methods must have specific program details received by Visit Bastrop through their online CRM system no later than 90 days in advance, preferably 120 days in advance.

Maintain an active social media and online digital presence.

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 visitor's.

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 for downtown 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 Spikas  
904 Main Street  
Bastrop, Texas 78602