

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



July 25, 2017 at 6:30 P.M.

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

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

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

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

4. PRESENTATIONS

4A. Presentation of Proclamation recognizing and celebrating 2017 Volunteer Honor Roll.

4B. Mayor's Report

4C. Councilmembers' Report

4D. City Manager's Report

5. WORK SESSION/BRIEFINGS

5A. Provide update and debriefing on Water Main Break at Intersections of Hwy. 21 & Hwy 150.

- 5B. Provide briefing on XS Ranch Fund VI, LP, Case No. 16-31367, a case pending in the United States Bankruptcy Court, Northern District of California and its impact on the City of Bastrop's agreement to purchase future water.
- 5C. Provide update and briefing on the creation of a Vision Statement, Mission Statement, Focus Areas, and List of Priorities by the City Council established at the Council Retreat held July 14 – 15, 2017.
- 5D. Discuss proposed final draft of the Ethics Ordinance, which includes Council and public comments from three (3) workshops and emails from various citizens.

6. STAFF AND BOARD REPORTS

- 6A. Receive presentation from Visit Bastrop interim Director, Dale Lockett regarding the proposed Destination and Marketing Services Agreement between the City of Bastrop, Texas and Visit Bastrop.
- 6B. Receive presentation on the unaudited Monthly Financial Report for the period ending June 30, 2017.
- 6C. Receive presentation from Organizations applying for FY2018 Hotel Tax Funding.
- 6D. Receive presentation on the Quarterly Investment Report for the period ending in June 30, 2017.
- 6E. Receive report from Bastrop Economic Development Corporation.

7. CITIZEN COMMENTS

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

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

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

8. CONSENT AGENDA

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

- 8A. Consider action to approve minutes from the June 29, 2017 Budget Hearing and July 11, 2017 Regular Council Meeting.

9. ITEMS FOR INDIVIDUAL CONSIDERATION

- 9A. Consider action to approve Resolution R-2017-50 of the City Council of the City of Bastrop, Texas allowing an alternative lighting plan for additional canopy lighting at the Buc-ee's Travel Center, located at 1700 East State Highway 71, and establishing an effective date.
- 9B. Consider action to approve the first reading of Ordinance 2017-19 amending the budget for the Fiscal Year 2017 in accordance with existing statutory requirements; appropriating the various amounts herein; repealing all prior ordinances and actions in conflict herewith; and providing an effective date; and move to include on the August 8, 2017 agenda for a second reading.
- 9C. Consideration action to approve Resolution 2017-51 of the City Council of the City of Bastrop, Texas, authorizing the City Manager to execute an Interlocal Agreement with the Capital Area Council of Governments for continuation and support of the CAPCOG Regional Air Quality Program, and authorizing a contribution towards support; and providing an effective date.
- 9D. Consider action to approve Resolution R-2017-32 of the City Council of the City of Bastrop, Texas approving an Interlocal Agreement with Bastrop County for a drainage improvement project on Shiloh road approximately 700 feet from the intersection of Shiloh Road and State Highway 304 in Bastrop, Texas; authorizing the City Manager to execute all necessary documents, and establishing an effective date.
- 9E. Consider action to approve Resolution R-2017-52 of the City Council of the City of Bastrop, Texas awarding a contract for the construction of a 16" Water Line along SH 71 to M&C Fonseca Construction Company, Inc. in the amount of Two Million Thirty-Three Thousand Two Hundred Sixteen Dollars and 00 Cents (\$2,033,216.00); authorizing the City Manager to execute all necessary documents for the construction and installation of this water line; and establishing an effective date.
- 9F. Consider action to approve Resolution R-2017-53 of the City Council of the City of Bastrop, Texas authorizing a contract with Bluebonnet Electric Cooperative for the conversion of overhead electric utility lines to underground electric utility lines in Bob Bryant Park located at 610 Charles Street, Bastrop, Texas at a cost of One Hundred Sixty-Eight Thousand Thirty-Five and 11/100 Dollars (\$168,035.11), authorizing the City Manager to execute all necessary documents, and establishing an effective date.
- 9G. Consider action to approve Resolution No. R-2017-55 of the City Council of the City of Bastrop, Texas authorizing the Texas Housing Foundation to exercise its powers specifically limited to the Bastrop Oak Grove Apartment Complex I & II, located at 1910 Wilson Street, Bastrop, Texas, authorizing a Cooperative Agreement, Attached as Exhibit A, authorizing the Mayor to execute said agreement, and establishing an effective date.
- 9H. Hold Public Hearing and consider action to approve Resolution No. R-2017-56 of the City Council of the City of Bastrop, Texas supporting THF Bastrop Oak Grove, LLC's application to the Texas Department of Housing and Community Affairs for 2017 Housing Tax Credits for Bastrop Oak Grove Apartments, and establishing an effective date.

- 9I. Consider action to approve Resolution No. R-2017-54 of the City Council of the City of Bastrop, Texas confirming board appointments of the Mayor, as required in Section 3.08 of the City's Charter, as outlined in Exhibit A; and establishing an effective date.

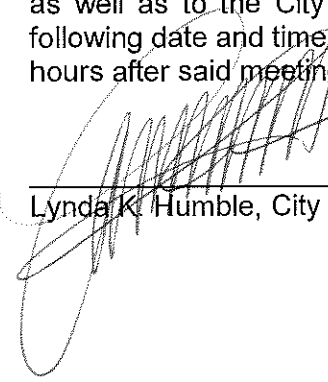
10. EXECUTIVE SESSION

- 10A. City Council shall convene into closed executive session pursuant to Section 551.071 of the Texas Government Code to discuss and deliberate litigation matters with the City Attorney regarding Pine Forest 6, et al vs. City of Bastrop, et al.
- 10B. City Council shall convene into closed executive session pursuant to Section 551.071 of the Texas Government Code to discuss and deliberate litigation matters with the City Attorney regarding XS Ranch Fund VI, LP, Case No. 16-31367, a case pending in the United States Bankruptcy Court, Northern District of California and its impact on the City of Bastrop's agreement to purchase future water.
- 10C. City Council shall convene into closed executive session pursuant to Section 551.071 of the Texas Government Code to discuss and deliberate litigation matters with the City Attorney regarding Multiple Plaintiffs vs. Forestar Group, et al (including City of Bastrop) in the 21st Judicial District Court of Bastrop County, Texas – Cause No. 540-21, Cause No. 541-21, Cause No. 543-21, Cause No. 539-21 Cause No. 542-21; in the 423rd Judicial District Court of Bastrop County, Texas – Cause No. 423-5020, Cause No. 423-5024, Cause No. 423-5022, Cause No. 423-5021, Cause No. 423-5023, Cause No. 451-335; in the 335th Judicial District Court of Bastrop County, Texas – Cause No. 540-335, Cause No. 539-335, Cause No. 542-335, and Cause No. 451-335 regarding drainage in Hunter's Crossing.

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

12. ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting as posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Bastrop City Hall, a place of convenient and readily accessible to the general public, as well as to the City's website, www.cityofbastrop.org and said Notice was posted on the following date and time: Friday, July 21, 2017 at 11:59 p.m. and remained posted for at least two hours after said meeting was convened.



Lynda K. Humble, City Manager



STAFF REPORT

MEETING DATE: July 25, 2017

AGENDA ITEM: 4A

TITLE:

Presentation of Proclamation recognizing and celebrating 2017 Volunteer Honor Roll.

STAFF REPRESENTATIVE:

Sarah O'Brien

BACKGROUND/HISTORY:

This is the third year of the Volunteer Honor Roll. Bastrop's amazing volunteers provide the "go" that fuels the significant contribution that local nonprofit organizations make to our community's quality of life and to our future. The Bastrop Main Street Program, which has logged almost 12,000 volunteer hours since its inception, is keenly aware of how important our volunteers are and annually invites area non-profit organizations to submit a volunteer for the Honor Roll. They are encouraged to nominate one volunteer from their organization to be recognized on this year's "Volunteer Honor Roll." The ceremony will take place at 5:30 p.m. in the Council Chambers followed by the Proclamation during the Council meeting.

POLICY EXPLANATION:

N/A

FUNDING SOURCE:

Expenses covered in Main Street Departmental Budget.

ATTACHMENTS:

- 2017 Proclamation

P

ROCLAMATION



BASTROPTX
Heart of the Lost Pines / Est. 1832

WHEREAS, Bastrop's best attributes are the willingness of its citizens to do the hard work of building a strong and caring community and the sense of community that comes from that work.

WHEREAS, those attributes are clearly in evidence:

- In the thousands of hours expended by volunteers on City boards, commissions, task forces and committees
- In the thousands of hours committed to planning and implementing philanthropic and public service initiatives throughout the community
- and thousands more in producing public events and programs that directly support the vitality of this community.

WHEREAS, those efforts range widely from mentoring a student to providing a helping hand serving nutritious meals to those in need, from community clean-ups to restoring the Lost Pines and getting involved in fundraising campaigns to teaming to produce large community events. And, along the way, our community is defined by our giving heart.

WHEREAS, the Bastrop Main Street Program—itself a City program driven almost entirely by and dependent upon volunteers—has established the Bastrop Volunteer Honor Roll to annually recognize individuals whose contribution to public service organizations in Bastrop is exemplary and clearly makes a difference in fulfilling the missions of those organizations and in lifting our community.

NOW THEREFORE, BE IT PROCLAIMED that the Mayor and City Council do hereby salute and express our deepest appreciation to all volunteers and to applaud especially the Bastrop Volunteer Honor Roll, Class of 2017:

<i>Pamela Aldridge</i>	<i>Bastrop Juneteenth</i>
<i>Robert Barker</i>	<i>Family Crisis Center</i>
<i>Gary Buckwalter</i>	<i>Bastrop County Master Gardener Association</i>
<i>Elisha Burns</i>	<i>Bastrop Fire Department</i>
<i>Barbara Caldwell</i>	<i>Bastrop ISD - Partners in Education</i>
<i>Kathleen Casio</i>	<i>Downtown Business Alliance</i>
<i>Miles Charter</i>	<i>Bastrop Citizens Police Academy</i>
<i>Linda Davies</i>	<i>Bastrop County Emergency Food Pantry</i>
<i>Sherri DeLeon</i>	<i>Friends of Bastrop County Animal Shelter</i>
<i>Sandee Eggleston-Dillon</i>	<i>Bastrop CATS</i>
<i>Joni Foster</i>	<i>Bastrop County Cares</i>
<i>Rick Gast</i>	<i>Friends of the Lost Pines State Parks</i>
<i>Michele Harris</i>	<i>Bastrop County Historical Society</i>
<i>Cindy Heath</i>	<i>Friends of the Bastrop Public Library</i>
<i>Shanda Hernandez</i>	<i>Keep Bastrop County Beautiful</i>
<i>Lorraine Joy</i>	<i>Bastrop Animal Rescue</i>
<i>Sumai Lokumbe</i>	<i>Boys & Girls Clubs of Bastrop County</i>
<i>Nola Lynn</i>	<i>Bastrop YMCA</i>
<i>Maria Hohenstein</i>	<i>Lost Pines Art League</i>
<i>Alan Pearl</i>	<i>Literacy Volunteers</i>
<i>Fran Rush</i>	<i>CASA of Bastrop, Fayette & Lee Counties</i>
<i>Julie Smith</i>	<i>In The Streets Hands Up High Ministry</i>
<i>Jimmy Ta</i>	<i>Bastrop Chamber of Commerce</i>
<i>Jan Taylor</i>	<i>Children's Advocacy Center</i>

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Bastrop, Texas to be affixed this 25th day of July, 2017.

Connie B. Schroeder, Mayor



STAFF REPORT

MEETING DATE: July 25, 2017

AGENDA ITEM: 4B

TITLE:

Mayor's Report

STAFF REPRESENTATIVE:

Lynda Humble, City Manager

ACTIVITIES OF MAYOR SCHROEDER SINCE THE LAST COUNCIL MEETING:

- July 13th we had a ribbon cutting at Bastrop Financial Planning and the City Manager and I met with TML Executive Director.
- Council Retreat July 14 and 15 at McKinney Roughs Nature Center. We had a great two days and developed our Vision and Mission statements and had a strategic discussion about how to move forward in Bastrop.
- On Friday, July 14th we had a major waterline break as a result of the construction underway in the intersection near Bastrop State Park. I want all the citizens to know, we took the situation seriously and am well aware that we have room for improvement with respect to communication and that is why a full event debrief is on the agenda. I do want to personally thank the crew that did the repair.
- Chief Wobus asked me to thank the citizens for responding to the "call for water." The Chief and his team are very thankful for the generosity of HEB, Bluebonnet and several private citizens. We are currently under a burn ban and have also had several fires recently. Keeping our fire fighters hydrated is critical.
- Monday, July 17th I attended my first BEDC meeting. Proud to announce Granite and Stone LLC, they have committed 150 jobs over the next five years and building a 50,000 sq. ft. facility, an investment near \$9M. Special thanks to Shawn and his staff for all the hard work.
- Speaking of BEDC, on Wednesday, July 19th, BEDC hosted the "Opportunity Austin" team from the Austin Chamber of Commerce. I'm told participation was a near record high. It gave Mr. Kirkpatrick the opportunity to share all the great things going on in Bastrop.
- On Thursday, July 20th, several of us attended the Quarterly Community meeting hosted by the Federal Correctional Institute. We had a great lunch and learned of several opportunities for partnering in the future. Little known fact, they outfit vehicles for Homeland Security and turn Chevy's into ambulances.
- Thursday night we had another Budget Workshop. I want to personally thank the City Manager and her team for all the hard work they put into the presentation.

- On Friday, July 21st I met with Commissioner Beckett. Our local partnerships are key to our success moving forward.
- Volunteer Recognition event. Thank you to the folks who helped celebrate our volunteers. Our community is what it is as a result of the giving nature of our volunteers.

Upcoming events:

- July 26 - Hunters Crossing PID meeting
- July 28 - BEST Breakfast
- July 31 – BEDC Special Meeting
- HOMECOMING Festivities August 1-5
- August 1 – City Council special meeting
- August 3 – Farm Street opry
- August 3/4 – TML “Newly Elected Official Training” in San Antonio w/Council Members Jones and Ennis
- August 4 – First Friday Art Walk
- August 8 – City Council





STAFF REPORT

MEETING DATE: July 25, 2017

AGENDA ITEM: 4C

TITLE:
Councilmembers' Report

STAFF REPRESENTATIVE:
Lynda Humble, City Manager





STAFF REPORT

MEETING DATE: July 25, 2017

AGENDA ITEM: 4D

TITLE:

City Manager's Report

STAFF REPRESENTATIVE:

Lynda Humble, City Manager





STAFF REPORT

MEETING DATE: July 25, 2017

AGENDA ITEM: 5A

TITLE:

Provide update and debriefing on Water Main Break at Intersections of Hwy. 21 & Hwy 150.

STAFF REPRESENTATIVE:

Trey Job, Managing Director of Public Works & Leisure Services





STAFF REPORT

MEETING DATE: July 25, 2017

AGENDA ITEM: 5B

TITLE:

Provide briefing on XS Ranch Fund VI, LP, Case No. 16-31367, a case pending in the United States Bankruptcy Court, Northern District of California and its impact on the City of Bastrop's agreement to purchase future water.

STAFF REPRESENTATIVE:

David Bragg, City Attorney





STAFF REPORT

MEETING DATE: July 25, 2017

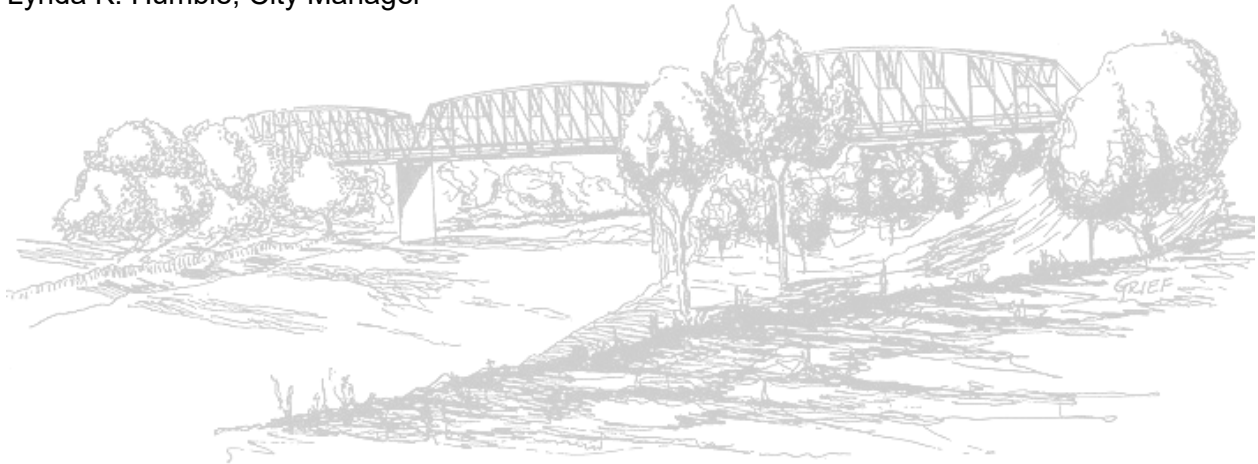
AGENDA ITEM: 5C

TITLE:

Provide update and briefing on the creation of a Vision Statement, Mission Statement, Focus Areas, and List of Priorities by the City Council established at the Council Retreat held July 14 – 15, 2017.

STAFF REPRESENTATIVE:

Lynda K. Humble, City Manager





STAFF REPORT

MEETING DATE: July 25, 2017

AGENDA ITEM: 5D

TITLE:

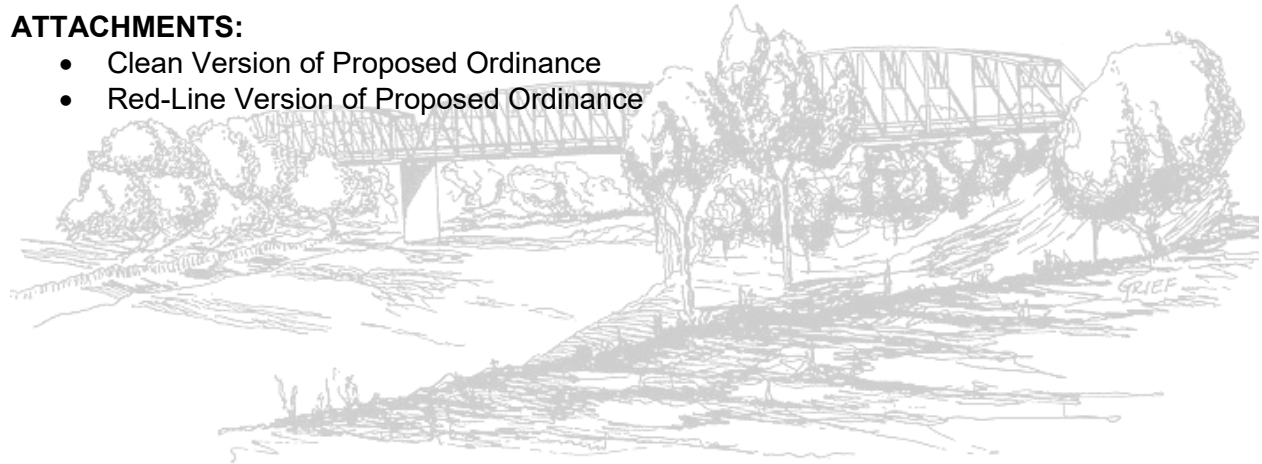
Discuss proposed final draft of the Ethics Ordinance, which includes Council and public comments from three (3) workshops and emails from various citizens.

STAFF REPRESENTATIVE:

David Bragg, City Attorney

ATTACHMENTS:

- Clean Version of Proposed Ordinance
- Red-Line Version of Proposed Ordinance



ARTICLE 1.15 - CODE OF ETHICS

DIVISION 1. - GENERALLY

Sec. 1.15.001 - Definitions.

If a word or phrase is defined in this Code, it shall have the same meaning in all parts of this Code. Any word which is undefined shall be given its common, ordinary meaning. The word “shall” always means mandatory; the word “may” means discretionary.

The following words and phrases are defined as follows:

“Bad faith” means the conscious doing of a wrong for dishonest, discriminatory, or malicious purposes.

“Board,” “body,” “commission,” and “task force” mean and include any group of individuals assigned, appointed, or serving the city at the Council's or City Manager’s request or direction, or any group otherwise convened by the city to assist with city business.

“Business entity” includes a sole proprietorship, partnership, limited partnership, corporation, limited liability company, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity however organized.

“City Council” means the Mayor and elected members of the City Council.

“City official” includes all of the following:

(1) Every member of the City Council (including the Mayor), the City Manager, the Executive Director of the Economic Development Corporation, the City Attorney, the City Secretary, all city department directors, police chief, fire chief, fire marshal, and persons acting in the capacity of the aforementioned city officials, whether appointed, or employed, unless that person reports to the City Manager or is employed in one of the City departments under the direction of the City Manager.

(2) Members of all boards, commissions, task forces, and other bodies created by the City Council pursuant to federal or state law or city charter or ordinance, including entities that may be only advisory in nature whose members

are appointed by City Council action or whose members are designated in the bylaws or organizational papers of the entity to serve on behalf of the city;

(3) All board members of any entity who are appointed by the City Council to such board membership; and

(4) Any other individual identified by the City Council, local or state law to be a city official, if any.

(5) a person employed by the city, including those individuals who work on a part-time basis, unless that person reports to the City Manager or is employed in one of the City departments under the direction of the City Manager; and the term does not include any independent contractor. This provision is not intended to and does not create an employer/ employee relationship between the city and any person; instead, that relationship will be defined by the document by which the person is hired. "Clear and convincing evidence" means that measure or degree of proof that produces in the mind of the members of the Ethics Commission a firm belief as to the truth of the facts or allegations sought to be established.

"Confidential government information" means all information held by the city that is not available through mandatory disclosure to the public under the Texas Public Information Act and any information obtained or acquired from participation in a meeting that was closed to the public pursuant to the Texas Open Meetings Act, unless disclosure is otherwise required or permitted under state law, a ruling by the state attorney general, or an order of a court with jurisdiction over the matter.

"De minimus" means a value or amount that is so small as to be entirely inconsequential.

"Degree of affinity" means a relationship by affinity (marriage) as defined in Texas Government Code, §§ 573.024 and 573.025, or as amended. (See attachment A.)

"Degree of consanguinity" means a relationship by consanguinity (blood) as defined in Texas Government Code, §§ 573.022 and 573.023, or as amended. (See attachment A.)

"Documents" means includes all writings (notes, correspondence, memoranda, reports, computer print-outs, etc.), drawings, drafts, charts, photographs, tape or disc recordings (whether sound or video), and all other data compilations from

which information can be obtained or translated, regardless of the medium on which the documents are stored or maintained.

“Economic interest” means a legal or equitable property interests in land, chattels, and intangibles, business opportunities, and/or contractual rights having more than de minimis value. A person has an economic interest in a business entity, if the person is an employee or is a paid contract worker/consultant of the business entity. Unpaid service, in and of itself by a city official as an officer, director, advisor, or otherwise active participant in a nonprofit entity does not create, for that city official an economic interest in the property of the organization.

Ownership of an interest in a mutual or common investment fund that holds securities or other assets is not an economic interest in such securities or other assets unless the person in question participates in the management of the fund.

Ownership of stock in a publicly traded corporation does not constitute ownership for purposes of this code if the city official owns less than 10% of the voting stock or shares of the entity and the fair market value of the stock is less than \$15,000.

“Harrassment” means an intention to annoy, alarm, and verbally or otherwise abuse another person.

“Intentionally” means the act or omission was done with a conscious objective or desire to engage in the conduct or cause the result.

“Knowingly” means an actual awareness of the impropriety of the acts or omissions in question, at the time of the act or practice complained of. Actual awareness may be inferred where objective manifestations indicate that a person acted with actual awareness.

“Official action” includes:

(1) Any affirmative act (including the making of a recommendation) within the scope of, or in violation of a city official's duties; and

(2) Any unexcused failure to act if the city official is under a duty to act.

“Official information” means information gathered or provided pursuant to the power or authority of city government.

“Recklessly,” means consciously disregarding a substantial and unjustifiable risk that the circumstances exist or the result will occur. The risk must be of such a nature and degree that its disregard constitutes a gross deviation from the standard of care that an ordinary person would exercise under the same or similar circumstances.

“Representation” means all forms of communication and personal appearances in which a person, not acting in performance of official duties, formally serves as an advocate for private interests, regardless of whether the representation is compensated. Lobbying may be a form of representation. Representation does not include appearance as a fact witness or expert witness in litigation or other official proceedings.

Sec. 1.15.002 – Limitation on Application of Ethics Ordinance

This Ethics Ordinance does not apply to any person who is employed by the City and reports to the City Manager or is employed in one of the City departments under the direction of the City Manager. The conduct of such persons is governed by the city’s personnel manual and enforced by the City Manager. In the event alleged unethical conduct by a person subject to the City Manager’s supervision is brought to the attention of the Ethics Commission, the Commission shall forward that information to the City Manager for appropriate handling.

Secs. 1.15.003—1.15.030 - Reserved.

DIVISION 2. - CURRENT CITY OFFICIALS

Sec. 1.15.031 - Improper economic benefit.

(a) General rule. A city official shall not take any official action that the city official knows is likely to affect, or that might reasonably be expected to affect, the economic interests of:

- (1) The city official;
- (2) The city official’s parent, child, spouse, or other family member within the third degree of consanguinity or second degree of affinity;

(3) The city official's outside client;

(4) A member of the city official's household;

(5) The outside employer of the city official or the outside employer of the city official's parent, child or spouse, or such outside employer's family member, within the third degree of consanguinity or second degree of affinity;

(6) A business entity in which the city official knows that any of the persons listed in subsections (a)(1) or (a)(2) or (a)(5) holds an economic interest;

(7) A business entity which the city official knows is an affiliated business or partner of a business entity in which any of the persons listed in subsection (a)(1) or (a)(2) holds an economic interest;

(8) A business entity or nonprofit entity for which the city official serves as an officer or director or in any other policy making position; or

(9) A business entity or a person (or someone related to the person within the third degree of consanguinity or second degree of affinity):

(A) From whom, within the past twelve (12) months, the city official or the city official's spouse, child or parent, directly or indirectly has:

(i) Solicited an offer of employment; or

(ii) Received and not rejected an offer of employment; or

(iii) Accepted an offer of employment, whether compensated or not and regardless of the level of compensation; or

(B) With whom the city official or employee, or the city official's spouse, directly or indirectly is engaged, or within the past twelve months engaged, in negotiations pertaining to business opportunities.

Sec. 1.15.032 - Unfair advancement of private interests.

(a) General rule. A city official may not use the city official's official position to unfairly advance or impede private interests, or to grant or secure, or attempt to grant or secure, for any person (including the city official) any form of

special consideration, treatment, exemption, or advantage beyond that which is lawfully available to other persons. A city official violates this rule if the city official represents to another person that the city official will or may attempt to provide any advantage to that person, based on the city official's position on the governing body or with the entity. This provision does not apply to authorized representations in settlement negotiations or agreements arising from pending or threatened litigation.

(b) Special rules. The following special rules apply in addition to the general rule noted above:

(1) Acquisition of interest in impending matters. A city official shall not acquire an interest in any contract, transaction, business opportunity, decision, or other matter, if the city official knows, or has reason to know, that the city official's interest will be directly or indirectly affected by impending official action by the city.

(2) Reciprocal favors. A city official may not enter into an agreement or understanding with any other person that official action by the city official will be rewarded, affected or reciprocated by the other person, directly or indirectly, in any way, or at any time.

(3) Appointment/employment of relatives. A city official shall not appoint or employ, or vote to appoint or employ, any relative of the city official within the second degree affinity and third degree of consanguinity, to any department, board, commission, task force or other position within the city, including a position of employment with the city.

(c) Recusal and disclosure. A city official whose conduct would otherwise violate subsection (b)(3) of this rule shall adhere to the recusal and disclosure provisions provided in Texas Local Government Code § 171.004.

Sec. 1.15.034 - Gifts.

City officials shall adhere to state law regarding giving and receiving gifts, as set forth in Texas Penal Code, Chapter 36, and as amended from time to time.

Sec. 1.15.035 - Representation before a member's own commission, board, task force, or before the City Council.

(a) Representation by a currently serving member of a board, body, commission or task force. A city official who is currently a member of a board, body, commission, or task force shall not represent any person, group, or entity:

(1) Before the member's own board, body, commission or task force; or

(2) Before city staff having responsibility for making recommendations to, or taking any action on behalf of, the member's own board, body, commission, or task force; or

(3) Before the City Council, or other board, body, commission, or task force which has appellate jurisdiction or final decision making authority over decisions and recommendations made by the member's own board, body, commission, or task force.

(4) Exception: The appellate body may, if it desires, seek clarification of an advisory body's recommendation by asking the Chair of the advisory body to attend a meeting held by the appellant body, to present information concerning the advisory body's evaluation, decision making process, recommendation and/or vote. If the Chair of the advisory body voted in the minority on the item in question, then the Chair should appoint another member of the advisory body (who was not in the minority) to present the advisory body's evaluation, decision making process, recommendation and/or vote to the appellant body.

(b) Representation before the City Council, boards, bodies, commissions or task forces.

(1) General rule. A city official shall not represent any person, group, or entity before the City Council, its boards, bodies, commissions, or task forces. City officials may, however, represent themselves or their spouse or minor children before the City Council, its boards, bodies, commissions, or task forces if the city official can demonstrate a personal injury or interest that is directly affected by the relevant action of the City Council, boards, bodies, commissions or task forces.

(2) Client representation exception for board members on certain matters. A city official who is serving only as an appointed member of a board, body, commission, or task force may represent others before the City Council, boards, bodies, commissions or task forces if the matter is not related, directly or indirectly to the city official's duties as a city official.

(3) Prestige of office and improper influence. In connection with the representation of private interests before the city board, body, commission or task force, a city official shall not:

(A) Assert the prestige of the city official's city position for the purpose of advancing private interests; or

(B) State or imply that the city official is able to influence any city action on any basis, other than on the merits of the matter.

(c) Representation in litigation adverse to the city.

(1) Except for the defense of misdemeanors, a city official shall not represent any person group or entity, other than the city official or their spouse or minor children, in any litigation to which the city is a party if the interests of that person, group, or entity are adverse to the interests of the city. This provision does not prevent a person who is a city official solely because of his or her service on a city board, body, commission or task force from representing a person or entity in litigation adverse to the City so long as the litigation is not related, directly or indirectly to the city official's duties.

Sec. 1.15.036 - Conflicting outside employment.

A city official shall not solicit, accept, or engage in concurrent outside employment or work activity which could reasonably be expected to impair independence of judgment in, or faithful performance of the city official's official duties. A city official shall not engage in outside employment, including self-employment, where such employment would constitute a conflict of interest or would adversely affect the city official's performance of work responsibilities with the city.

Sec. 1.15.037 - Confidential information.

(a) Improper access. A city official shall not use his or her position to obtain official information for any purpose other than the performance of official duties.

(b) Improper disclosure or use. A city official shall not intentionally, knowingly, or recklessly disclose any confidential government information gained by reason of the city official's position. This rule does not prohibit:

(1) Any disclosure of information that is no longer confidential by law; or

(2) The confidential reporting of illegal or unethical conduct to authorities designated by law; or

(3) The disclosure of information required to comply with a court order.

(c) Executive sessions. Unless authorized by the Council or City Attorney, a city official may not disclose the content of discussions held in executive sessions except to say which topics were discussed (as shown on the agenda).

(d) Pending litigation. A city official may not discuss pending litigation with any person other than the Council, City Manager and City Attorney without the express authorization of the City Attorney. Any inquiries from any person must be referred immediately, without substantive comment, to the City Attorney.

Sec. 1.15.038 - Public property and resources.

A city official shall not use, request, or permit the use of city facilities, personnel, equipment, or supplies for private purposes (including political purposes), except:

(1) Pursuant to duly adopted city policies; or

(2) To the extent and according to the terms that those resources are lawfully available to the public.

Sec. 1.15.039 - Political activity.

(a) Influencing subordinates.

(1) A city official shall not, directly or indirectly, induce or attempt to induce any subordinate of the city official:

(A) To participate in an election campaign, contribute to a candidate or political committee, or engage in any other political activity relating to a particular party, candidate, or issue; or

(B) To refrain from engaging in any lawful political activity.

(2) A general statement merely encouraging another person to exercise their right to vote does not violate this rule.

(b) Paid campaigning. A city official shall not accept anything of value, directly or indirectly, for political purposes or activities relating to an item pending on a ballot, if the city official participated in, or provided advice relating to, the exercise of discretionary authority by a city board, body, commission or task force that contributed to the development of the ballot item. For purposes of this rule, "anything of value" does not include a meal or other item of nominal value the city official received in return for providing information about an item on the ballot. This rule does not prohibit a city official who is a candidate for public office from accepting campaign contributions for the city official's own campaign.

(c) City-owned vehicles. A city official shall not display or fail to remove political campaign materials on any city owned vehicle which is under the city official's control.

Sec. 1.15.040 - Supervisory duties.

A city official who has direct supervisory authority over another person providing services relating to the business of the city shall make reasonable efforts to ensure that the conduct of the supervised person is compatible with the obligations imposed on city officials by this article. "Reasonable efforts" includes notifying and making information regarding this article readily available.

Sec. 1.15.041 - Training.

The City Attorney will be available and prepared to provide annual training for all city officials on this article, at the request and/or direction of the city. The City Secretary shall coordinate an annual date for training all city officials.

Sec. 1.15.042 - Actions of others.

(a) Violations by other persons. A city official shall not knowingly, intentionally or recklessly assist, induce, or attempt to assist or induce, any person to violate any provision of this Code.

(b) Using others to engage in forbidden conduct. A city official shall not knowingly or intentionally violate, or attempt to violate, the provisions of this Code through the acts of another.

Secs. 1.15.043—1.15.060 - Reserved.

DIVISION 3. - FORMER CITY OFFICIALS

Sec. 1.15.061 - Subsequent representation of private interests.

(a) Representation by a former member of the Council, board, body, commission, or task force.

(1) For a minimum period of twelve (12) months after the termination of his or her official or employment duties, a former city official shall not represent any person, group, or entity, other than himself or herself, or his or her spouse or minor children, upon any issue related to his or her former duties:

(A) Before the City Council, board, body, commission or task force;

(B) Before a city staff member having responsibility for making recommendations to, or taking any action on behalf of, that board, body, commission, or task force; or

(C) Before the Council, board, body, commission or task force, which has appellate jurisdiction over the board, body, commission or task force, of which the city official was a member.

(2) This subsection does not apply to a person who was classified as a city official only because that person was an appointed member of a board, body, commission or task force.

(3) In connection with the representation of private interests before the City Council, board, body, commission or task force, a former city official shall not state or imply that he or she is able to influence any city action on any basis other than on the merits.

(b) Representation in litigation adverse to the city. A former city official shall not, absent consent from a majority of the Council represent any person, group, or entity, other than the city official, or the city official's spouse or minor children, in any litigation to which the city is a party, if the interests of that person, group, or entity are adverse to the interests of the city and the matter is one in which the former city official personally and substantially participated prior to termination of the city official's official duties or employment. The City Council shall be the final decision making authority concerning whether the participation of a city official in the matter was sufficiently "substantial" to trigger this prohibition.

Sec. 1.15.062 - Employment relating to a city contract.

(a) Performance of compensated work. A former city official shall not, within two (2) years of the termination of their official duties, perform work on a compensated basis for any entity other than the city, relating to an existing contract with the city, if he or she personally and substantially participated in the negotiation or awarding of the compensated work. The City Council shall be the final decision making authority concerning whether the participation of a city official in a matter was sufficiently "substantial" to trigger this prohibition. The city may waive this provision, after a public hearing on a request by a former city official to do so, if it is in the public's best interest to do so.

(b) Personal interest in city contracts. A city official shall not, either during their service with the city or within twelve (12) months of the termination of the official duties, have an economic interest, direct or indirect, in any contract with the city, nor shall they be financially interested, directly or indirectly, in the sale to the city of any land, materials, supplies or service. Any willful violation of this section shall constitute malfeasance in office, and any city official violating this section shall forfeit his/her office or position. Any violation of this section, with the knowledge expressed or implied of a person or corporation contracting with the city, shall render the contract involved voidable by the Council. This section does not prohibit the City Council or City Manager from contracting with a former city official to perform consulting services that are ongoing at the time the city official ceases to be employed by the City or that are not otherwise reasonably available, if by vote the City Council determines that such retention is necessary and beneficial to the city.

Sec. 1.15.063 - Continuing confidentiality.

A former city official shall not use or disclose confidential governmental information acquired during their service as a city official. This rule does not prohibit:

- (1) Any disclosure or use that is authorized or required by law; or
- (2) The confidential reporting of illegal or unethical conduct to authorities designated by law.

Secs. 1.15.064—1.15.090 - Reserved.

DIVISION 4. - GENERAL ANTI-DISCRIMINATION POLICY

Sec. 1.15.091 - General rule.

City affairs must be conducted without bias or prejudice. A city official shall not, in the performance of official duties, manifest by words or conduct, bias or prejudice toward any person, group, or entity, including bias or prejudice based upon race, sex, religion, national origin, disability, age, sexual orientation, gender identity, or socioeconomic status, and shall not permit others subject to his or her direction and control to do so.

Sec. 1.15.092 - Exceptions.

A city official is not in violation of this section:

(1) For conduct undertaken in good faith to implement an existing city policy, or to carry out the directions of a superior if the violation is unknown to the city official acting upon a supervisor's direction; or

(2) For advocacy of issues involving race, sex, religion, national origin, disability, age, sexual orientation, gender identity, or socioeconomic status in litigation or similar proceedings, or incidental to the formation of city policy.

Sec. 1.15.093 - Definitions.

For purposes of this division:

“Good faith” means that the city official has a reasonable basis for believing, and does in fact believe, that the conduct in question is lawful and not discriminatory.

“Legitimate advocacy” means that the position espoused is not frivolous.

“Manifesting by words or conduct, bias or prejudice” includes, but is not limited to, physical abuse, verbal abuse, threats, intimidation, harassment, sexual harassment, coercion, assault, stalking, hate speech, and other conduct that threatens or endangers the health or safety of any person.

Secs. 1.15.094-1.15.120 - Reserved.

DIVISION 5. - ENFORCEMENT

Sec. 1.15.121 - Creation of ethics commission.

An ethics commission is hereby created and consists of five members and one alternate member, all of whom must reside within jurisdiction of the city, which for purposes of this Code expressly includes the city's extraterritorial jurisdiction. Each member of the City Council may submit to the Mayor names of recommended appointees for vacant positions. The Mayor shall make the appointment or appointments, subject to confirmation by the City Council. Members of the Ethics Commission may not hold or be a candidate for any elected or appointed city office any time during their service on the ethics commission. Members of the Ethics Commission may not endorse publicly any candidate for city office or support or oppose any matter that is or will be on a city ballot.

Sec. 1.15.122 - Terms/limits.

Appointees to the Ethics Commission shall serve for terms of three (3) years. However, in order to ensure continuity by implementing staggered terms of service, the two additional appointees and one alternate shall draw lots so that one member serves a one-year term, the second serves a two-year term, and the third serves a three-year term. No person may serve more than two (2) consecutive three-year terms. A person may be reappointed after having been off the Ethics Commission for twelve (12) consecutive months.

Sec. 1.15.123 - Ethics commission vacancies.

All vacancies on the ethics commission shall be filled within sixty (60) days of the vacancy, for the remainder of the unexpired term, as provided in the City Charter. No member of the Ethics Commission shall participate in the discussion of or vote on a complaint in which any of the evidence was presented to the Commission prior to the member's appointment.

Sec. 1.15.124 - Removal of Ethics Commission members.

In addition to the City Council's usual powers of removal, members of the Ethics Commission may be removed by a majority vote of the City Council for cause only. Removal for cause must be after notice and an opportunity for the Ethics Commission member to be heard. The grounds for such removal are: (a) gross ignorance of official duties; (b) gross carelessness in the discharge of those duties; (c) unfitness or inability to promptly and properly discharge official duties because of a serious physical or mental defect that did not exist at the time of the

officer's election or (d) official misconduct which means intentional, unlawful behavior that adversely affects the performance of official duties. The term includes an intentional or corrupt failure, refusal, or neglect of a Commission Member to perform a duty imposed on the Member by law, including but not limited to the Bastrop City Charter and the City of Bastrop Code of Ordinances.

Sec. 1.15.125 - Conflicts of interest.

When a complaint is referred to or comes under the purview of the Ethics Commission, it shall be the responsibility of the City Manager and the City Attorney or independent counsel to attempt to identify any potential conflicts of interest that may be present between any of the serving Ethics Commission members and the persons or entities involved in the ethics complaint. Upon receipt of a complaint, each member of the Commission shall affirmatively notify the City Manager or City Attorney or independent counsel in writing that the member does or does not have a conflict of interest. If a member of the Commission agrees that there is a conflict, the member shall be replaced by the alternative in all proceedings related to the complaint. If the Commission member does not agree that there is a conflict of interest, then the City Manager shall promptly report any identified, potential conflicts, to the City Council. Upon a finding by the City Council that there is an actual or potential conflict of interest, the alternate shall take the place of that Commission member in all proceedings related to the complaint. The alternate shall retire from active service once the matter at hand has been disposed of, and the regularly appointed Ethics Commission member shall resume service for the remainder of the Ethics Commission member's term.

Sec. 1.15.126 - Chair/quorum.

(a) The Ethics Commission shall elect a chairperson, who shall preside over the hearings before the Ethics Commission. The chairperson shall serve a one-year term. The City Secretary shall be the repository of all filings and records of the Ethics Commission.

(b) The Ethics Commission may evaluate and discuss its own policies and procedures and make recommendations to the City Council concerning matters related to the standard of conduct for city officials that are unrelated to any pending complaint. The quorum for such a meeting shall be three members, one of whom may participate in (and be considered to be present at) the commission meeting by use of remote technology, such as telephone or video conferencing.

(c) The quorum for consideration of any complaint shall be four members of the Ethics Commission. If all five members of the Ethics Commission are present for a vote to sustain or dismiss a complaint or impose sanctions, four of the Commissioners must vote to sustain the complaint or impose the sanctions; otherwise, it must be dismissed. If four members of the Ethics Commission are present for a vote to sustain or dismiss a complaint or impose sanctions, all four of the Commissioners must vote to sustain the complaint or impose sanctions; otherwise it shall be dismissed.

Sec. 1.15.127 - Meetings.

The Ethics Commission shall meet when necessary to carry out its responsibilities, but in any event the Ethics Commission shall hold an annual meeting during the month of February to elect its chairperson. Any Ethics Commission member may call a meeting of the Ethics Commission, provided that reasonable notice is given to all other Ethics Commission members. All Ethics Commission meetings shall be noticed, posted and conducted in compliance with the Texas Open Meetings Act.

Sec. 1.15.128 - Jurisdiction of the commission.

The Ethics Commission shall have jurisdiction over complaints involving city officials as defined in this ordinance.

Sec. 1.15.129 - Duties of the commission.

(a) The Ethics Commission shall:

(1) Make recommendations to the City Council concerning matters relating to the standard of conduct for city officials.

(2) To the extent allowed by law, maintain the confidentiality of any documents which are filed with the Ethics Commission. The documents shall be retained consistent with the City's records retention policies.

(3) Review and investigate complaints related to violations of this Code and issue written ruling(s).

(b) The Ethics Commission may:

(1) Prepare reports and make recommendations to the City Council regarding ethical issues affecting the city.

(2) Respond to inquiries from interested persons concerning policies and procedures of the commission.

(3) Seek any necessary assistance from the City Council and City Manager regarding financial support needed to carry out the Ethics Commission's duties.

(4) Adopt rules of procedures for carrying out this article.

Sec. 1.15.130 - Role of the City Attorney.

(a) The City attorney shall serve as legal counsel and staff liaison to the Ethics Commission. However, when complaints concerning violations of this Code are filed relating to the Mayor, City Council Members, City Manager or City Attorney, independent legal counsel must be retained by the Ethics Commission to perform the duties that otherwise would be performed by the City Attorney.

(b) The City Attorney shall serve as ethics advisor, only, to city officials, and shall not represent employees or city officials before the Ethics Commission. As ethics advisor, the City Attorney is available to respond confidentially to inquiries from city officials, and others appointed to serve the city by the City Council, on matters related to the content of this Code. However, as legal counsel to the Ethics Commission, the City Attorney may not advise or represent any person or party in any proceeding before the Ethics Commission.

(c) Upon receipt of an ethics complaint, the City Attorney or independent counsel shall conduct a preliminary analysis, review and investigation of the complaint. Upon completion of the preliminary analysis, review and investigation, the City Attorney or independent counsel shall forward a written report detailing the initial legal review and recommendation to the Ethics Commission for its evaluation and action.

Sec. 1.15.131 - Complaints.

(a) All complaints alleging a violation of this article and all other documents to be presented to or considered by the Commission shall be filed with the City Secretary with a file stamp showing the date of receipt. Complaints must:

(1) Be submitted, in writing, on a form prescribed by the City Council;

(2) Be signed under oath;

- (3) Cite the provision(s) of this Code allegedly violated; and
- (4) Provide the facts and evidence, if any, supporting the alleged violation.

Any false statements that are intentionally, knowingly, or recklessly made under oath by a complainant shall subject the complainant to legal redress, including potential prosecution under state law.

(b) All documents submitted to the Ethics Commission shall be supported by affidavit or other evidence of authenticity. Complaints and any evidence collected during the investigation of the alleged violation which are excepted from disclosure under the Public Information Act shall be kept confidential by the Ethics Commission, the City Attorney or independent counsel and City Secretary unless disclosure is otherwise required by state law or order of the state attorney general or a court of competent jurisdiction.

(c) Any complaint alleging a violation of this Code must be filed with the City Secretary within six months from the date on which the alleged violation occurred. Complaints filed after that period will not be considered. The six month limitation does not apply to a complaint based on facts which were not discovered, and in the exercise of reasonable diligence could not have been discovered, within the six month period. In this event, the complaint must be filed no later than twenty-four months after the alleged violation occurred.

(d) No later than three business days after receipt of the complaint, the City Secretary shall acknowledge receipt of the complaint by certified mail, return receipt requested. At the same time, the City Secretary shall provide a file-stamped copy of the complaint and any supporting affidavits and documents to the Ethics Commission, City Attorney or independent counsel and any accused party. An accused party shall have twenty-one business days from receipt of the complaint to submit a sworn written response to the complaint to the City Secretary.

(e) All documents filed in connection with an ethics complaint which are to be considered by the commission must be served by the filing party on all other parties to the proceeding and the City Attorney or independent counsel. Any document which is filed but not served on all other parties to the proceeding and City Attorney or independent counsel may not be considered by the Ethics Commission. This section does not apply to communications to or from the City Attorney or independent counsel and the Ethics Commission.

(f) Within ten business days after receiving the written response, the City Attorney or independent counsel shall conduct a preliminary analysis, review and investigation of the complaint, including a review of any available evidence, to determine whether there appears to be a legal basis for the complaint. The City Attorney or independent counsel shall submit a written report to the Ethics Commission. Within ten business days after receipt of the written report, the Ethics Commission through the City Secretary shall notify the complainant and any accused party in writing delivered by certified mail, return receipt requested if the Commission intends to schedule a hearing or take other action concerning the complaint. If the Ethics Commission determines not to proceed, it shall, through the City Secretary, notify the complainant and the City Attorney or independent counsel in writing by certified mail, return receipt requested, that the complaint has been dismissed and that no further action will be taken.

(g) If a complaint is to be scheduled for a hearing, the Commission may authorize any party to submit to other parties no more than thirty written questions, including subparts of questions, to be answered under oath. The Commission may protect any party from questions that are not calculated to lead to the discovery of evidence related to the complaint.

(h) Any and all reasonable legal fees incurred by the accused party shall be paid by the complainant, if the Ethics Commission finds that there was no violation, and determines that the complaint was:

- (1) Groundless as a matter of law; or
- (2) Filed in bad faith; or
- (3) Filed for the purpose of harassment.

Sec. 1.15.132 - Ex parte communications.

After a complaint has been filed with the City Secretary, and during the consideration of the complaint by the City Attorney, independent counsel or the Ethics Commission, the Ethics Commission may not communicate directly or indirectly with any party or representative of a party except at a meeting of the Ethics Commission. If the Ethics Commission needs assistance in gathering additional information or documents, it shall request the City Attorney or independent counsel to perform that function for it.

Sec. 1.15.133 - Hearings.

(a) A hearing convened by the Ethics Commission may be open to the public or closed, if the hearing is permitted to be closed under the Open Meetings Act. At any stage of the proceeding, including but not limited to the hearing, any party may be represented by a licensed attorney. The Ethics Commission hearing shall be held as expeditiously as possible, but in any event no later than ninety days from the date the sworn, written complaint was received by the City Secretary. A continuance may be granted by the Chair only for good cause shown. The Ethics Commission hearing shall be transcribed by a court reporter, and the record of the hearing shall be maintained by the City Secretary as required by the City of Bastrop records retention policies. Witnesses before the Ethics Commission shall be placed under oath when providing testimony to the Ethics Commission. The Ethics Commission shall conduct the hearing under its own procedures. Formal rules of procedure, testimony, and evidence shall not apply.

(b) The issues at the formal hearing before the Ethics Commission shall be whether the act or omission that is the subject matter of the complaint (1) actually occurred, (2) whether the act or omission is a violation of the Ethics Ordinance, and (3) whether an award of attorney's fees is appropriate. The Ethics Commission may find a violation whether or not there is a financial loss. The Ethics Commission shall make its decision based on clear and convincing evidence. If the Ethics Commission determines that a violation has occurred, it shall state its findings in writing, identify the particular provisions of this Code that have been violated, and deliver a copy of its findings to the City Secretary, City Attorney or independent counsel, complainant, and the accused party within twenty-one business days of closing the Ethics Commission hearing. Extensions of this time may be necessary and allowed in complex cases, but if an extension is required all interested parties shall be notified of the extension.

Sec. 1.15.134 - Sanctions.

(a) If the Ethics Commission determines that a city official has violated this Code, it shall declare its findings along with any recommended sanctions in a report to the City Council.

(b) If the Commission determines that a current or former city official has violated this article, it may recommend to the City Council a private or public reprimand, temporary suspension, removal from office or employment, or any other sanction or corrective action within the power of the City Council.

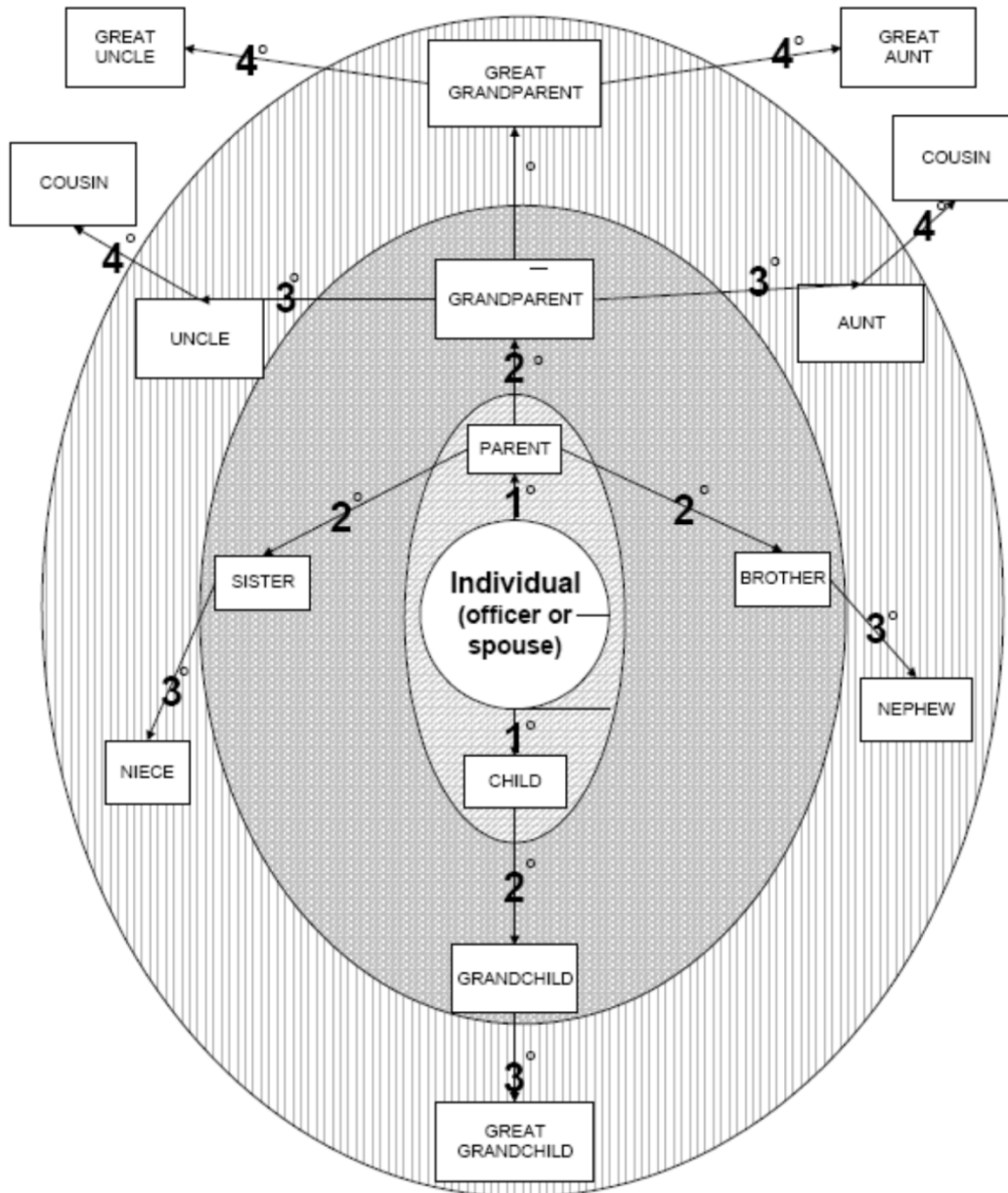
(c) In arriving at its recommendation, the Ethics Commission shall consider the seriousness of the violation, the importance of deterrence, the impact on public confidence in government and city officials, the number of times the violation occurred, the mental state with which the violation was committed and any previous violations committed by the accused party. A written recommendation on the sanction to be imposed shall be forwarded by the Ethics Commission to the City Council, with a copy to the complainant and the accused party. In addition, the Ethics Commission's written recommendation on sanctions shall be delivered to the City Secretary.

(d) If the Ethics Commission determines that the wrongful act or omission occurred, but the facts indicate that the violation was unintentional and/or de minimus, the Ethics Commission may recommend that the complaint be dismissed and no sanction be imposed by the City Council. The Ethics Commission may, in its discretion, issue a clarifying opinion to help guide future cases.

(e) The City Council shall consider the Ethics Commission's recommended sanction and exercise its own judgment and discretion in determining what action, if any, shall be taken relating to the alleged violation.

Secs. 1.15.136—1.15.150 - Reserved.

Attachment A



Degrees of Relationship Chart

When determining the degree of relationship by consanguinity, the individual in the center is the officer. For relationships by affinity, the officer's spouse is the individual in the center.

Public Officers: Traps for the Unwary • Office of the Attorney General

ARTICLE 1.15 - CODE OF ETHICS

DIVISION 1. - GENERALLY

Sec. 1.15.001 - Definitions.

If a word or phrase is defined in this Code, it shall have the same meaning in all parts of this Code. Any word which is undefined shall be given its common, ordinary meaning. The word “shall” always means mandatory; the word “may” means discretionary.

The following words and phrases are defined as follows:

“Bad faith” means the conscious doing of a wrong for dishonest, discriminatory, or malicious purposes.

“Board,” “body,” “commission,” and “task force” means and includes any group of individuals assigned, appointed, or serving the city at the Council's or City Manager’s request or direction, or any group otherwise convened by the city to assist with city business.

“Business entity” ~~includes~~~~means either~~ a sole proprietorship, partnership, limited partnership, ~~firm,~~ corporation, limited liability company, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity ~~recognized~~~~however organized~~by law.

“City Council” means the Mayor and elected members of the City Council.

“City official” includes all of the following:

(1) Every member of the City Council (including the Mayor), the City Manager, the Executive Director of the ~~E~~conomic ~~D~~development ~~C~~orporation, the City Attorney, the City Secretary, all city department directors, -police chief, fire chief, fire marshal, and persons acting in the capacity of the aforementioned city officials, whether appointed, or employed, unless that person reports to the City Manager or is employed in one of the City departments under the direction of the City Manager.

(2) Members of all boards, commissions, task forces, and other bodies created by the City Council pursuant to federal or state law or city charter or ordinance, including entities that may be only advisory in nature whose members

are appointed by City Council action or whose members are designated in the bylaws or organizational papers of the entity to serve on behalf of the city;

(3) All board members of any entity who are appointed by the City Council to such board membership; and

(4) Any other individual identified by the City Council, local or state law to be a city official, if any.

(5) a person employed by the city, including those individuals who work on a part-time basis, unless that person reports to the City Manager or is employed in one of the City departments under the direction of the City Manager; and the term does not include any independent contractor. This provision is not intended to and does not create an employer/ employee relationship between the city and any person; instead, that relationship will be defined by the document by which the person is hired.

“Clear and convincing evidence” means that measure or degree of proof that produces in the mind of the members of the Ethics Commission a firm belief as to the truth of the facts or allegations sought to be established.

“Confidential government information” means ~~i~~ all information held by the city that is not available through mandatory disclosure to the public under the Texas Public Information Act and any information obtained or acquired from participation in a meeting that was closed to the public pursuant to the Texas Open Meetings Act, unless disclosure is otherwise required or permitted under state law, a ruling by the state attorney general, or an order of a court with jurisdiction over the matter.

“De minim~~i~~us” means a value or amount that is so small as to be entirely inconsequential.

“Degree of affinity” means a relationship by affinity (marriage) as defined in Texas Government Code, §§ 573.024 and 573.025, or as amended. (See attachment A.)

“Degree of consanguinity” means a relationship by consanguinity (blood) as defined in ~~Texas V.T.C.A.~~ Government Code, §§ 573.022 and 573.023, or as amended. (See attachment A.)

“Documents” means includes all writings (notes, correspondence, memoranda, reports, computer print-outs, etc.), drawings, drafts, charts, photographs, tape or disc recordings (whether sound or video), and all other data compilations from which information can be obtained or translated, regardless of the medium on which the documents are stored or maintained.

“Economic interest” means a legal or equitable property interests in land, chattels, and intangibles, business opportunities, and/or contractual rights having more than de minimis value. A person has an economic interest in a business entity, if the person is an employee or is a paid contract worker/consultant of the business entity. Unpaid service, in and of itself by a city official ~~or employee~~ as an officer, director, advisor, or otherwise active participant in a nonprofit entity does not create, for that city official ~~or employee~~, an economic interest in the property of the organization. Ownership of an interest in a mutual or common investment fund that holds securities or other assets is not an economic interest in such securities or other assets unless the person in question participates in the management of the fund. Ownership of stock in a publicly traded corporation does not constitute ownership for purposes of this code if the ~~employee or~~ city official owns less than 10% of the voting stock or shares of the entity and the fair market value of the stock is less than \$15,000.

~~“Employee” is a person employed by the city, including those individuals who work on a part-time basis, unless that person reports to the City Manager or is employed in one of the City departments under the direction of the City Manager; and the term does not include any independent contractor or contractual consultant.~~

“Harrassment” means an intention to annoy, alarm, and verbally or otherwise abuse another person.

“Intentionally” means the act or omission was done with a conscious objective or desire to engage in the conduct or cause the result.

“Knowingly” means an -actual awareness of the impropriety of the acts or omissions in question, at the time of the act or practice complained of. Actual awareness may be inferred where objective manifestations indicate that a person acted with actual awareness.

“Official action” ~~i~~ncludes:

(1) Any affirmative act (including the making of a recommendation) within the scope of, or in violation of a city official's ~~or employee's~~ duties; and

(2) Any unexcused failure to act if the city official ~~or employee~~ is under a duty to act.

“Official information” means information gathered or provided pursuant to the power or authority of city government.

“Recklessly,” means ~~with respect to circumstances surrounding his or her conduct or the result of his or her conduct when he or she is aware of but~~ consciously disregarding a substantial and unjustifiable risk that the circumstances exist or the result will occur. The risk must be of such a nature and degree that its disregard constitutes a gross deviation from the standard of care that an ordinary person would exercise under the same or similar circumstances.

“Representation” means ~~all~~ forms of communication and personal appearances in which a person, not acting in performance of official duties, formally serves as an advocate for private interests, regardless of whether the representation is compensated. Lobbying may be a form of representation. Representation does not include appearance as a fact witness or expert witness in litigation or other official proceedings.

~~(Ord. No. 2015-20, pt. 1A., 10-13-15)~~

Sec. 1.15.002 – Limitation on Application of Ethics Ordinance

This Ethics Ordinance does not apply to any person ~~who~~ that is employed by the City ~~and that who~~ reports to the City Manager or is employed in one of the City departments under the direction of the City Manager. The conduct of such persons is governed by the city’s personnel manual and enforced by the City Manager. In the event alleged unethical conduct by a person subject to the City Manager’s supervision is brought to the attention of the Ethics Commission, the Commission shall forward that information to the City Manager for appropriate handling.

Secs. 1.15.003—1.15.030 - Reserved.

DIVISION 2. - CURRENT CITY OFFICIALS ~~AND EMPLOYEES~~

Sec. 1.15.031 - Improper economic benefit.

(a) General rule. A city official ~~or employee~~ shall not take any official action that the city official ~~he or she~~ knows is likely to affect, or that might reasonably be expected to affect, the economic interests of:

(1) The city official ~~or city employee~~;

(2) The city official's ~~His or her~~ parent, child, spouse, or other family member within the third degree of consanguinity or second degree of affinity;

(3) The city official's ~~His or her~~ outside client;

(4) A member of the city official's ~~his or her~~ household;

(5) The outside employer of the city official/~~employee~~ or the outside employer of the city official's ~~oremployee's~~ parent, child or spouse, or such outside employer's family member, within the third degree of consanguinity or second degree of affinity;

(6) A business entity in which the city official ~~or employee~~ knows that any of the persons listed in subsections (a)(1) or (a)(2) or (a)(5) holds an economic interest;

(7) A business entity which the city official ~~or employee~~ knows is an affiliated business or partner of a business entity in which any of the persons listed in subsection (a)(1) or (a)(2) holds an economic interest;

(8) A business entity or nonprofit entity for which the city official ~~or employee~~ serves as an officer or director or in any other policy making position; or

(9) A business entity or a person (or someone related to the person within the third degree of consanguinity or second degree of affinity):

(A) From whom, within the past twelve (12) months, the city official ~~or employee~~, or the city official's ~~his or her~~ spouse, child or parent, directly or indirectly has:

(i) Solicited an offer of employment; or

(ii) Received and not rejected an offer of employment; or

(iii) Accepted an offer of employment, whether compensated or not and regardless of the level of compensation; or

(B) With whom the city official or employee, or ~~the city official's his or her~~ spouse, directly or indirectly is engaged, or within the past twelve months engaged, in negotiations pertaining to business opportunities.

~~(Ord. No. 2015-20, pt. 1B., 10-13-15)~~

Sec. 1.15.032 - Unfair advancement of private interests.

(a) General rule. A city official ~~or employee~~ may not use ~~the city official's his or her~~ official position to unfairly advance or impede private interests, or to grant or secure, or attempt to grant or secure, for any person (including ~~the city official himself or herself~~) any form of special consideration, treatment, exemption, or advantage beyond that which is lawfully available to other persons. A city official ~~or employee~~ violates this rule if ~~the city official he or she~~ represents to ~~another~~ person that ~~the city official he or she~~ will or may attempt to provide any advantage to that person, based on the city official's ~~or employee's~~ position on the governing body or with the entity. ~~This provision does not apply to authorized representations in settlement negotiations or agreements arising from pending or threatened litigation.~~

(b) Special rules. The following special rules apply in addition to the general rule noted above:

(1) Acquisition of interest in impending matters. A city official ~~or employee~~ shall not acquire an interest in any contract, transaction, business opportunity, decision, or other matter, if the city official ~~or employee~~ knows, or has reason to know, that the city official's ~~or employee's~~ interest will be directly or indirectly affected by impending official action by the city.

(2) Reciprocal favors. A city official ~~or employee~~ may not enter into an agreement or understanding with any other person that official action by the city official ~~or employee~~ will be rewarded, affected or reciprocated by the other person, directly or indirectly, in any way, or at any time.

(3) Appointment/employment of relatives. A city official ~~or employee~~ shall not appoint or employ, or vote to appoint or employ, any relative of the city official ~~or employee~~ within the second degree affinity and third degree of consanguinity, to

any ~~department, board, commission, task force or other office or in any~~ position within the city, including a position of employment with the city.

(c) Recusal and disclosure. A city official ~~or employee~~ whose conduct would otherwise violate subsection (b)(3) of this rule shall adhere to the recusal and disclosure provisions provided in Texas Local Government Code § 171.004 section 1.15.031(b).

Sec. 1.15.034 - Gifts.

City officials ~~and employees~~ shall adhere to state law regarding giving and receiving ~~or accepting~~ gifts, as set forth in Texas the V.T.C.A. Penal Code, Chapter ch. 36 et seq., and as amended from time to time.

Sec. 1.15.035 - Representation before a member's own commission, board, task force, or before the City Council.

(a) Representation by a currently serving member of a board, body, commission or task force. A city official ~~or employee~~ who is currently a member of a board, body, commission, or task force shall not represent any person, group, or entity:

_____ (1) Before the member's own board, body, commission or task force; or

(2) Before city staff having responsibility for making recommendations to, or taking any action on behalf of, the member's own board, body, commission, or task force; or

(3) Before the City Council, or other board, body, commission, or task force which has appellate jurisdiction or final decision making authority over decisions and recommendations made by the member's own board, body, commission, or task force.

(4) Exception: The appellate body may, if it desires, seek clarification of an advisory body's recommendation by asking the Chair of the advisory body to attend a meeting held by the appellant body, to present information concerning the advisory body's evaluation, decision making process, recommendation and/or vote. If the Chair of the advisory body voted in the minority on the item in question, then the Chair should appoint another member of the advisory body (who was not in the minority) to present the advisory body's evaluation, decision making process, recommendation and/or vote to the appellant body.

(b) Representation before the City Council, boards, bodies, commissions or task forces.

(1) General rule. A city official ~~or employee~~ shall not represent any person, group, or entity before the City Council, its boards, bodies, commissions, or task forces. ~~CA city officials or employee~~ may, however, represent themselves himself or their herself or his or her spouse or minor children before the City Council, its boards, bodies, commissions, or task forces if the city official he or she can demonstrate a personal injury or interest that is directly affected by the relevant action of the City Council, boards, bodies, commissions or task forces.

(2) Client representation exception for board members on certain matters. A city official who is serving only as an appointed member of a board, body, commission, or task force may represent others before the City Council, boards, bodies, commissions or task forces if the matter is not related, directly or indirectly to the city official's his or her duties as a city official.

 (3) Prestige of office and improper influence. In connection with the representation of private interests before the city board, body, commission or task force, a city official ~~or employee~~ shall not:

(A) Assert the prestige of the city official's ~~or employee's~~ city position for the purpose of advancing private interests; or

(B) State or imply that the city official he or she is able to influence any city action on any basis, other than on the merits of the matter.

(c) Representation in litigation adverse to the city.

(1) ~~City officials and employees. Except for the defense of misdemeanors,~~ a city official ~~or employees~~ shall not represent any person group or entity, other than the city official or their , group, or entity, other than himself or herself, or his or her spouse or minor children, in any litigation to which the city is a party, ~~with the exception of defense of suits involving misdemeanors,~~ if the interests of that person, group, or entity are adverse to the interests of the city. This provision does not prevent a person who is a city official solely because of his or her service on a city board, body, commission or task force from representing a person or entity in litigation adverse to the City so long as the litigation is not related, directly or indirectly to the city official's his or her duties ~~as a city official~~.

~~(Ord. No. 2016-10, pt. 1, 5-10-16)~~

Sec. 1.15.036 - Conflicting outside employment.

A city official ~~or employee~~ shall not solicit, accept, or engage in concurrent outside employment or work activity which could reasonably be expected to impair independence of judgment in, or faithful performance of the city official's, his or her official duties. A city official ~~or employee~~ shall not engage in outside employment, including self-employment, where such employment would constitute a conflict of interest or would adversely affect the city official's ~~or employee's~~ performance of ~~his or her~~ work responsibilities with the city. ~~For employees, all outside employment shall comply with the city's employment personnel policies or procedures.~~

Sec. 1.15.037 - Confidential information.

(a) Improper access. A city official ~~or employee~~ shall not use his or her position to obtain official information for any purpose other than the performance of official duties.

(b) Improper disclosure or use. A city official ~~or employee~~ shall not intentionally, knowingly, or recklessly disclose any confidential government information gained by reason of the city official's ~~or employee's~~ position. This rule does not prohibit:

(1) Any disclosure of information that is no longer confidential by law; or

(2) The confidential reporting of illegal or unethical conduct to authorities designated by law; or

(3) The disclosure of information required to comply with a court order.

(c) Executive sessions. Unless authorized by the Council or City Attorney, a city official ~~or employee~~ may not disclose the content of discussions held in executive sessions except to say which topics were discussed (as shown on the agenda).

(d) Pending litigation. A city official ~~or employee~~ may not discuss pending litigation with any person other than the Council, City Manager and City Attorney without the express authorization of the City Attorney. Any inquiries from any person must be referred immediately, without substantive comment, to the City Attorney.

Sec. 1.15.038 - Public property and resources.

A city official ~~or employee~~ shall not use, request, or permit the use of city facilities, personnel, equipment, or supplies for private purposes (including political purposes), except:

- (1) Pursuant to duly adopted city policies; or
- (2) To the extent and according to the terms that those resources are lawfully available to the public.

Sec. 1.15.039 - Political activity.

(a) Influencing subordinates.

(1) A city official ~~or employee~~ shall not, directly or indirectly, induce or attempt to induce any subordinate of the city official ~~or employee~~:

- (A) To participate in an election campaign, contribute to a candidate or political committee, or engage in any other political activity relating to a particular party, candidate, or issue; or
- (B) To refrain from engaging in any lawful political activity.

(2) A general statement merely encouraging another person to exercise their right to vote does not violate this rule.

(b) Paid campaigning. A city official ~~or employee~~ shall not accept anything of value, directly or indirectly, for political purposes or activities relating to an item pending on a ballot, if the city official he or she participated in, or provided advice relating to, the exercise of discretionary authority by a city board, body, commission or task force that contributed to the development of the ballot item. For purposes of this rule, "anything of value" does not include a meal or other item of nominal value the city official ~~or employee~~ received in return for providing information about an item on the ballot. This rule does not prohibit a city official who is a candidate for public office from accepting campaign contributions for the city official's his or her own campaign.

(c) City-owned vehicles. A city official ~~or employee~~ shall not display or fail to remove political campaign materials on any city owned vehicle which is owned by the city under the city official's ~~and/or employee's~~ control.

Sec. 1.15.040 - Supervisory duties.

A city official ~~or employee~~ who has direct supervisory authority over another person providing services relating to the business of the city shall make reasonable efforts to ensure that the conduct of the supervised person is compatible with the obligations imposed on city officials ~~and employees~~ by this article. “Reasonable efforts” includes notifying and making information regarding this article readily available.

Sec. 1.15.041 - Training.

~~(a) Employees. The City Manager will make reasonable efforts to ensure that city employees receive training related to this article, at a minimum of every twenty four (24) months.~~

~~(b) City officials.~~ The Ceity Attorney will be available and prepared to provide annual training for all city officials on this article, at the request and/or direction of the city. The City Secretary shall coordinate an annual date for training all city officials.

Sec. 1.15.042 - Actions of others.

(a) Violations by other persons. A city official ~~or employee~~ shall not knowingly, intentionally or recklessly assist, induce, or attempt to assist or induce, any person to violate any provision of this Code.

(b) Using others to engage in forbidden conduct. A city official ~~or employee~~ shall not knowingly or intentionally ~~violate~~, or attempt to violate, the provisions of this Code article through the acts of another.

Secs. 1.15.043—1.15.060 - Reserved.

DIVISION 3. - FORMER CITY OFFICIAL~~S(S) AND EMPLOYEE(S)~~

Sec. 1.15.061 - Subsequent representation of private interests.

(a) Representation by a former member of the Council, board, body, commission, or task force.

(1) For a minimum period of twelve (12) months after the termination of his or her official or employment duties, a former city official ~~or employee~~ shall not represent any person, group, or entity, other than himself or herself, or his or her spouse or minor children, upon any issue related to his or her former duties:

(A) Before the City Council, board, body, commission or task force;

(B) Before a city staff member having responsibility for making recommendations to, or taking any action on behalf of, that board, body, commission, or task force; or

(C) Before the Council, board, body, commission or task force, which has appellate jurisdiction over the board, body, commission or task force, of which the city official ~~or employee~~ was a member.

(2) This subsection does not apply to a person who was classified as a city official only because ~~he that person or she~~ was an appointed member of a board, body, commission or task force.

(3) In connection with the representation of private interests before the City Council, board, body, commission or task force, a former city official ~~or employee~~ shall not state or imply that he or she is able to influence any city action on any basis other than on the merits.

(b) Representation in litigation adverse to the city. A former city official ~~or employee~~ shall not, absent consent from a majority of the Council~~the city~~, represent any person, group, or entity, other than the city official~~himself or herself~~, or the city official's ~~his or her~~ spouse or minor children, in any litigation to which the city is a party, if the interests of that person, group, or entity are adverse to the interests of the city and the matter is one in which the former city official ~~or employee~~ personally and substantially participated prior to termination of the city official's ~~his or her~~ official duties or employment. The City Council shall be the final decision making authority concerning whether the participation of a city official ~~or employee~~ in the matter was sufficiently "substantial" to trigger this prohibition.

Sec. 1.15.062 - Employment relating to a city contract.

(a) Performance of compensated work. A former city official ~~or employee~~ shall not, within two (2) years of the termination of their official duties, perform work on a compensated basis for any entity other than the city, relating to an

existing contract with the city, if he or she personally and substantially participated in the negotiation or awarding of the compensated work. The City Council shall be the final decision making authority concerning whether the participation of a city official ~~or employee~~ in a matter was sufficiently "substantial" to trigger this prohibition. The city may waive this provision, after a public hearing on a request by a former city official ~~or employee~~ to do so, if it is in the public's best interest to do so.

(b) Personal interest in city contracts. A city official ~~or employee~~ shall not, either during their service with the city or within twelve (12) months of the termination of the official duties, have an economic interest, direct or indirect, in any contract with the city, nor shall they be financially interested, directly or indirectly, in the sale to the city of any land, materials, supplies or service. Any willful violation of this section shall constitute malfeasance in office, and any city official ~~or employee~~ violating this section shall forfeit his/her office or position. Any violation of this section, with the knowledge expressed or implied of a person or corporation contracting with the city, shall render the contract involved voidable by the Council. ~~(See also city charter, Section 13.01.)~~ This section does not prohibit the City Council or City Manager from contracting with a former city official to perform consulting services that are ongoing at the time the city official ceases to be employed by the City or that are not otherwise reasonably available, if by vote the City Council determines that such retention is necessary and beneficial to the city. ~~for the benefit of the City.~~

Sec. 1.15.063 - Continuing confidentiality.

A former city official ~~or employee~~ shall not use or disclose confidential governmental information acquired during their service as a city official ~~or employee~~. This rule does not prohibit:

- (1) Any disclosure or use that is authorized or required by law; or
- (2) The confidential reporting of illegal or unethical conduct to authorities designated by law.

Secs. 1.15.064—1.15.090 - Reserved.

DIVISION 4. - GENERAL ANTI-DISCRIMINATION POLICY

Sec. 1.15.091 - General rule.

City affairs must be conducted without bias or prejudice. A city official ~~or employee~~ shall not, in the performance of official duties, manifest by words or conduct, bias or prejudice toward any person, group, or entity, including bias or prejudice based upon race, sex, religion, national origin, disability, age, sexual orientation, ~~gendersexual~~ identity, or socioeconomic status, and shall not permit others subject to his or her direction and control to do so.

Sec. 1.15.092 - Exceptions.

A city official ~~or employee~~ is not in violation of this section:

(1) For conduct undertaken in good faith to implement an existing city policy, or to carry out the directions of a superior if the violation is unknown to the city official ~~or employee~~ acting upon a supervisor's direction; or

(2) For advocacy of issues involving race, sex, religion, national origin, disability, age, sexual orientation, gender identity, or socioeconomic status in litigation or similar proceedings, or incidental to the formation of city policy.

Sec. 1.15.093 - Definitions.

For purposes of this division:

“Good faith” means that the city official ~~or employee~~ has a reasonable basis for believing, and does in fact believe, that the conduct in question is lawful and not discriminatory.

“Legitimate advocacy” means that the position espoused is not frivolous.

“Manifesting by words or conduct, bias or prejudice” includes, but is not limited to, physical abuse, verbal abuse, threats, intimidation, harassment, sexual harassment, coercion, assault, stalking, hate speech, and other conduct that threatens or endangers the health or safety of any person.

Secs. 1.15.094-1.15.120 - Reserved.

DIVISION 5. - ENFORCEMENT

Sec. 1.15.121 - Creation of ethics commission.

An ethics commission is hereby created and consists of five members and one alternate member, all of whom must reside within jurisdiction of the city, which for purposes of this ~~Codearticle~~ expressly includes the city's extraterritorial jurisdiction. Each member of the City Council may submit to the Mayor names of recommended appointees for vacant positions. The Mayor, shall ~~who will~~ make the appointment or appointments, subject to confirmation by the City Council. Members of the Ethics Commission may not hold or be a candidate for any -elected or appointed city office any time during their service on the ethics commission. Members of the Ethics Commission may not endorse publicly any candidate for city office or support or oppose any matter that is or will be on a city ballot.

Sec. 1.15.122 - Terms/limits.

Appointees to the Ethics Commission shall serve for terms of three (3) years. However, in order to ensure continuity by implementing staggered terms of service, the two additional appointees and one alternate first three (3) appointees shall draw lots so that one member serves a one-year term, the second serves a two-year term, and the third serves a three-year term. No person may serve more than two (2) consecutive three-year terms. A person may be reappointed after having been off the Ethics Commission for twelve (12) consecutive months.

Sec. 1.15.123 - Ethics commission vacancies.

All vacancies on the ethics commission shall be filled within sixty (60) days of the vacancy, for the remainder of the unexpired term, as provided in the City Charter. No member of the Ethics Commission shall participate in the discussion of or vote on a complaint in which any of the evidence was presented to the Commission prior to the member's appointment.

Sec. 1.15.124 - Removal of Ethics Commission members.

In addition to the City Council's usual powers of removal, members of the Ethics Commission may be removed by a majority vote of the City Council for cause only. Removal for cause must be after notice and an opportunity for the Ethics Commission member to be heard. The grounds for such removal are: (a) gross ignorance of official duties; (b) gross carelessness in the discharge of those duties; (c) unfitness or inability to promptly and properly discharge official duties because of a serious physical or mental defect that did not exist at the time of the officer's election or (d) official misconduct which means intentional, unlawful behavior that adversely affects the performance of official duties. The term includes an intentional or corrupt failure, refusal, or neglect of a Commission

Member to perform a duty imposed on the Member by law, including but not limited to the Bastrop City Charter and the City of Bastrop Code of Ordinances.

Sec. 1.15.125 - Conflicts of interest.

When a complaint is referred to or comes under the purview of the Ethics Commission, it shall be the responsibility of the City Manager and the City Attorney or independent counsel to attempt to identify any potential conflicts of interest that may be present between any of the serving Ethics Commission members and the persons or entities involved in the ethics complaint. Upon receipt of a complaint, each member of the Commission shall affirmatively notify the City Manager or City Attorney or independent counsel in writing that the member does or does not have a conflict of interest. If a member of the Commission agrees that there is a conflict, the member shall be replaced by the alternative in all proceedings related to the complaint. If the Commission member does not agree that there is a conflict of interest, then tThe City Manager shall promptly report any identified, potential conflicts, to the City Council. Upon a finding by the City Council that ~~and, if the City Council agrees that~~ there is an actual or potential conflict of interest, the alternate shall take the place of that Commission member in all proceedings related to the complaint. ~~the City Council shall, within thirty (30) days, take formal action to appoint a special replacement appointee to the Ethics Commission to hear and decide the matter that is subject of the conflict.~~ The ~~alternate special replacement appointee~~ shall retire from active service once the matter at hand has been disposed of, and the regularly appointed Ethics Commission member shall resume service for the remainder of the Ethics Commission member's term.

~~(Ord. No. 2012-1, 1-10-12)~~

Sec. 1.15.126 - Chair/quorum.

(a) The Ethics Commission shall elect a chairperson, who shall preside over the hearings before the Ethics Commission. The chairperson shall serve a one-year term. The City Secretary shall be the repository of all filings and records of the Ethics Commission.

(b) The Ethics Commission may evaluate and discuss its own policies and procedures and make as well as recommendations to the City Council concerning matters related to the standard of conduct for city officials ~~and employees~~ that are unrelated to any pending complaint. The quorum for such a meeting shall be three members, one of whom may participate in (and be considered to be present at) the

commission meeting by use of remote technology, such as telephone or video conferencing.

(c) —The quorum for consideration of any complaint shall be four members of the Ethics Commission. If all five members of the Ethics Commission are present for a vote to sustain or dismiss a complaint or impose sanctions, four of the Commissioners must vote to sustain the complaint or impose the sanctions; otherwise, it must be dismissed. If four members of the Ethics Commission are present for a vote to sustain or dismiss a complaint or impose sanctions, all four ~~three~~ of the Commissioners must vote to sustain the complaint or impose sanctions; otherwise ~~its~~ shall be dismissed. ~~—If three members of the Ethics Commission are present for a vote to sustain or dismiss a complaint or impose sanctions, all three of the Commissioners must vote to sustain the complaint or impose sanctions; otherwise the complaint must be dismissed.~~

~~(Ord. No. 2013-27, 12-10-13)~~

Sec. 1.15.127 - Meetings.

The Ethics Commission shall meet when necessary to carry out its responsibilities, but in any event the Ethics Commission shall hold an annual meeting during the month of February to elect its chairperson. Any Ethics Commission member may call a meeting of the Ethics Commission, provided that reasonable notice is given to all other Ethics Commission members. All Ethics Commission meetings shall be noticed, posted and conducted in compliance with the Texas Open Meetings Act.

Sec. 1.15.128 - Jurisdiction of the commission.

The Ethics Commission shall have jurisdiction over complaints involving city officials ~~the employees~~ as defined in this ordinance, ~~members of the City Council, city officials and other persons appointed to serve the city by the City Council. The City Manager shall have exclusive jurisdiction and authority to investigate and hear ethics complaints involving city employees that report to the City Manager or are employed in one of the City departments under the direction of the City Manager pursuant to the city's approved personnel policies.~~

Sec. 1.15.129 - Duties of the commission.

(a) The Ethics Commission shall:

(1) Make recommendations to the City Council concerning matters relating to the standard of conduct for city officials ~~and employees~~.

(2) To the extent allowed by law, mMaintain the confidentiality of any documents ~~properly deemed confidential~~ which are filed with the Ethics Commission. The documents shall be retained consistent with the City's records retention policies.

_____(3) Review and investigate complaints related to violations of this ~~Codearticle~~ and issue written ruling(s).

(b) The ~~E~~ethics Commission may:

(1) Prepare reports and make recommendations to the City Council regarding ethical issues affecting the city.

(2) Respond to inquiries from interested persons concerning policies and procedures of the commission.

(3) Seek any necessary assistance from the City Council and City Manager regarding financial support needed to carry out the Ethics Commission's duties.

(4) Adopt rules of procedures for carrying out this article.

Sec. 1.15.130 - Role of the City Attorney.

(a) The City attorney shall serve as legal counsel and staff liaison to the Ethics Commission. However, when complaints ~~concerning related to~~ violations of this ~~Codearticle~~ are filed relating to the Mayor, City Council Members, City Manager ~~or~~, City Attorney, ~~city prosecutor or municipal court judge~~, independent legal counsel must be retained by the Ethics Commission to perform the duties that otherwise would be performed by the City Attorney.

(b) The City Attorney shall serve as ethics advisor, only, to ~~city employees and~~ city officials, and shall not represent employees or city officials before the Ethics Commission. As ethics advisor, the City Attorney is available to respond confidentially to inquiries from ~~employees~~, city officials, and others appointed to serve the city by the City Council, on matters related to the content of this ~~Codearticle~~. However, as legal counsel to the Ethics Commission, the ~~C~~city ~~A~~ttorney may not advise or represent any person or party in any proceeding before the Ethics Commission.

(c) Upon receipt of an ethics complaint, the City Attorney or independent counsel shall conduct a preliminary analysis, -review and investigation of the complaint. Upon completion of the preliminary analysis, -review and investigation, the City Attorney or independent counsel shall forward a written report detailing the initial legal review and recommendation to the Ethics Commission for its evaluation and action. ~~If a sworn complainant alleges a violation by the City Attorney, the review and analysis will be performed by the independent counsel.~~

Sec. 1.15.131 - Complaints.

(a) All complaints alleging a violation of this article and all other documents to be presented to or considered by the Commission shall be filed with the City Secretary with a file stamp showing the date of receipt. Complaints must:

- (1) Be submitted, in writing, on a form prescribed by the City Council;
- (2) Be signed under oath;
- (3) ~~C~~ite the provision(s) of this Code article allegedly violated; and
- (4) Provide the facts and evidence, if any, supporting the alleged violation.

Any false statements that are intentionally, knowingly, or recklessly made under oath by a complainant shall subject the complainant to legal redress, including potential prosecution under state law.

(b) All documents submitted to the Ethics Commission shall be supported by affidavit or other evidence of authenticity. Complaints and any evidence collected during the investigation of the alleged violation which are excepted from disclosure under the Public Information Act shall be kept confidential by the Ethics Commission, the City Attorney or independent counsel and City Secretary unless disclosure is otherwise required by state law or order of the state attorney general or a court of competent jurisdiction.

(c) Any complaint alleging a violation of this Code must article is to be filed with the City Secretary -within six months from the date on which the alleged violation occurred. complainant knew of or should have known of the alleged violation. Complaints filed after that period will not be considered. The six month limitation does not apply to a complaint based on facts which were not discovered, and in the exercise of reasonable diligence could not have been discovered, within the six

month period. In this event, the complaint must be filed no later than twenty-four months after the alleged violation occurred.

(d) No later than three business days after receipt of the complaint, the City Secretary shall acknowledge receipt of the complaint by certified mail, return receipt requested. At the same time, the City Secretary shall provide a file-stamped copy of the complaint and any supporting affidavits and documents (4) to the Ethics Commission, City Attorney or independent counsel and any accused party. An accused party shall have twenty-one -business days from receipt of the complaint to submit a sworn written response to the complaint to the City Secretary.

(e) All documents filed in connection with an ethics complaint which are to be or to be considered by the commission must be served by the filing party on all other parties to the proceeding and the City Attorney or independent counsel. Any document which is filed but not served on all other parties to the proceeding and City Attorney or independent counsel may not be considered by the Ethics Commission. This section does not apply to communications to or from the City Attorney or independent counsel and the Ethics Commission.

(f) Within ten business days after receiving the written response, the City Attorney or independent counsel shall conduct a preliminary analysis, -review and investigation of the complaint, including a review of any available evidence, to determine whether there appears to be a legal basis for the complaint. The City Attorney or independent counsel shall- submit a his or her written report to the Ethics Commission. -as set forth in section 1.15.130(c) above. Within ten business days after receipt of the City Attorney's written report, the Ethics Commission through the City Secretary shall notify the complainant and any accused party in writing delivered by certified mail, return receipt requested if the Commission intends to schedule a hearing or take other action concerning the complaint. If the Ethics Commission determines not to proceed, it shall, through the City Secretary, notify the complainant and the City Attorney or independent counsel his or her substitute in writing by certified mail, return receipt requested, that the complaint has been dismissed and that no further action will be taken.

(g) If a complaint is to be scheduled for a hearing, the Commission may authorize any party to submit to other parties no more than thirty written questions, including subparts of questions, to be answered under oath. The Commission may protect any party from questions that are not calculated to lead to the discovery of evidence related to the complaint.

(hg) Any and all reasonable legal fees incurred by the accused party shall be paid by the complainant, if the Ethics Commission finds that there was no violation, and determines that the complaint was-:

- (1) Groundless as a matter of law; or
- (2) Filed in- bad faith; or
- (3) Filed for the purpose of harassment.

Sec. 1.15.132 - Ex parte communications.

After a complaint has been filed with the City Secretary, and during the consideration of the complaint by the City Attorney, independent counsel or the Ethics Commission, ~~neither the City Attorney nor a member of~~ the Ethics Commission may not communicate directly or indirectly with any party or representative of a party except at a meeting of the Ethics Commission. If the Ethics Commission needs assistance in gathering additional information or documents, it shall request the City Attorney or independent counsel ~~(or his or her substitute)~~ to perform that function for it.

Sec. 1.15.133 - Hearings.

(a) A hearing convened by the Ethics Commission may be open to the public or closed, if the hearing is permitted to be closed under the Open Meetings Act. At any stage of the proceeding, including but not limited to the hearing, any party may be represented by a licensed attorney. The Ethics Commission hearing shall be held as expeditiously as possible, but in any event no later than ninety days from the date the sworn, written complaint was received by the City Secretary. A continuance may be granted by the Chair only for good cause shown. The Ethics Commission hearing shall be transcribed by a court reporter, and the record of the hearing shall be maintained by the City Secretary~~Ethics Commission~~ as required by the City of Bastrop records retention policies. Witnesses before the Ethics Commission shall be placed under oath when providing testimony to the Ethics Commission. The Ethics Commission shall conduct the hearing under its own procedures. Formal rules of procedure, testimony, and evidence shall not apply.

(b) The issues at the formal hearing before the Ethics Commission shall be whether the act or omission that is the subject matter of the complaint (1) actually occurred, (2) whether the act or omission is a violation of the Ethics Ordinance, and (3) whether an award of attorney's fees is appropriate. The Ethics

Commission may find a violation whether or not there is a financial loss. The Ethics Commission shall make its decision based on clear and convincing evidence. If the Ethics Commission determines that a violation has occurred, it shall state its findings~~(s)~~ in writing, identify the particular provisions~~(s)~~ of this ~~Code~~article that have been violated, and deliver a copy of its findings to the City Secretary, City Attorney or independent counsel, complainant, and the accused party within twenty-one ~~-~~business days of closing the Ethics Commission hearing. Extensions of this time may be necessary and allowed in complex cases, but if an extension is required all interested parties shall be notified of the extension. ~~Evidence that there was no actual financial loss to any party as a result of the violation is not an excuse for a violation.~~

Sec. 1.15.134 - Sanctions.

(a) If the Ethics Commission determines that a city official~~, or employee~~ has violated this ~~Code~~article, it shall declare its findings along with any recommended sanctions in a report to the City Council.

(b) If the Commission determines that a current or former city official ~~or employee~~ has violated this article, it may recommend to the City Council a private or public reprimand, temporary suspension, removal from office or employment, or any other sanction or corrective action within the power of the City Council.

(c) In arriving at its recommendation, the Ethics Commission shall consider the seriousness of the violation, the importance of deterrence, the impact on public confidence in government and, city officials ~~and employees~~, the number of times the violation occurred, the mental state with which the violation was committed and any previous violations committed by the accused party. A written recommendation on the sanction to be imposed shall be forwarded by the Ethics Commission to the City Council, with a copy to the complainant and the accused party. In addition, the Ethics Commission's written recommendation on sanctions shall be delivered to the City Secretary , published in a local newspaper of the largest general circulation, and published prominently on the city's website for a minimum of twelve (12) months after the decision is issued by the Ethics Commission

~~(d)~~ If the Ethics Commission determines that the wrongful act or omission occurred, but the facts indicate that the violation was unintentional and/or de minimis, the Ethics Commission may recommend that the complaint be dismissed

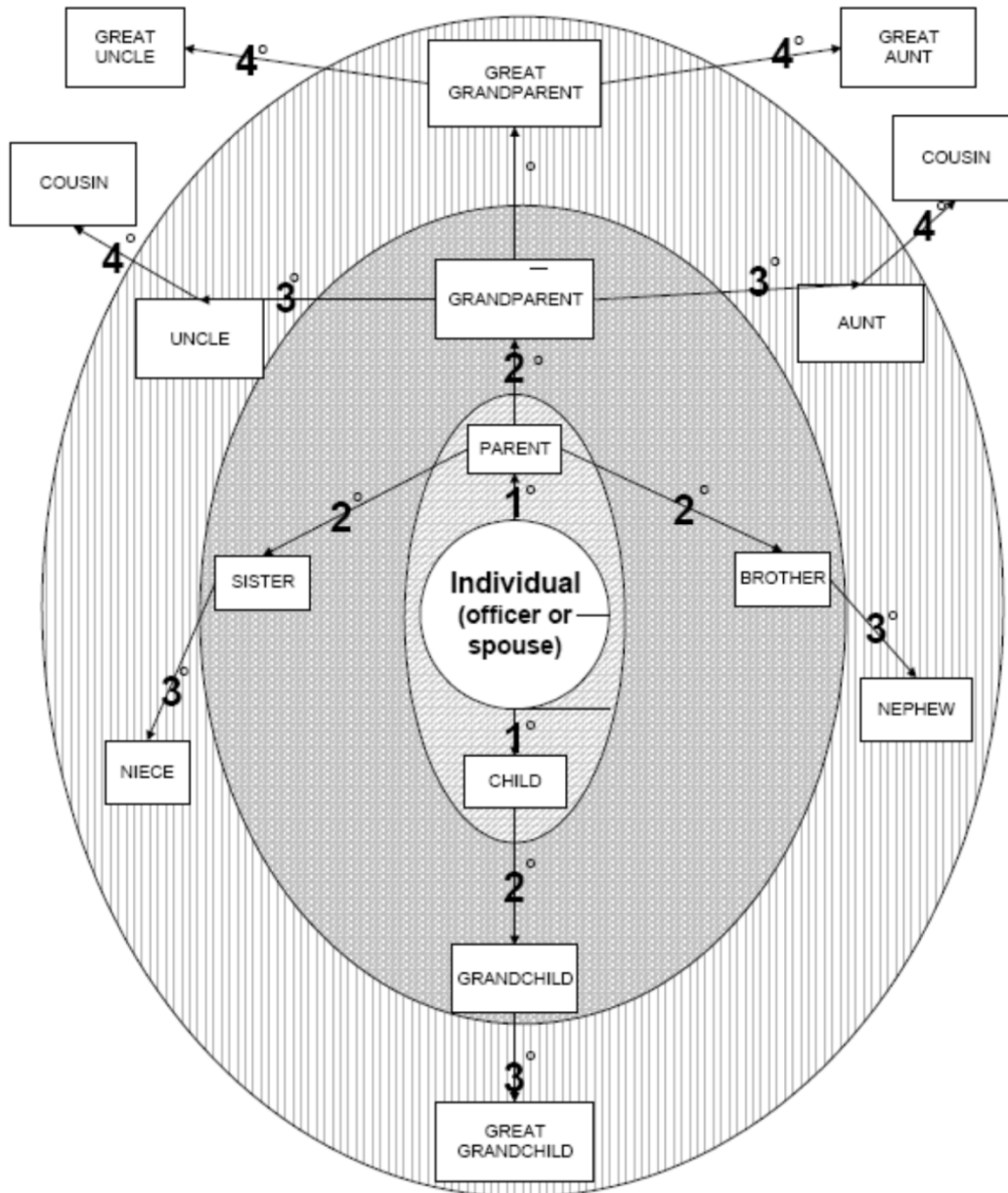
and no sanction be imposed by the City Council. The Ethics Commission may, in its discretion, issue a clarifying opinion to help guide future cases.

(e) The City Council shall consider the Ethics Commission's recommended sanction and exercise its own judgment and discretion in determining what action, if any, shall be taken relating to the alleged violation.

~~(Ord. No. 2012-1, 1-10-12)~~

Secs. 1.15.136—1.15.150 - Reserved.

Attachment A



Degrees of Relationship Chart

When determining the degree of relationship by consanguinity, the individual in the center is the officer. For relationships by affinity, the officer's spouse is the individual in the center.

Public Officers: Traps for the Unwary • Office of the Attorney General



STAFF REPORT

MEETING DATE: July 25, 2017

AGENDA ITEM: 6A

TITLE:

Receive presentation from Visit Bastrop interim Director, Dale Lockett regarding the proposed Destination and Marketing Services Agreement between the City of Bastrop, Texas and Visit Bastrop

STAFF REPRESENTATIVE:

Lynda K. Humble, City Manager
Sarah O'Brien, Main Street Program Director

BACKGROUND/HISTORY:

The Visit Bastrop Board of Directors met on Thursday, June 29th and Thursday, July 20th with their legal representative, Lauren Ferrero, of Norton Rose Fulbright to discuss both the transition plan, August 1, 2017 to September 30th, 2017 and the FY18 Management Agreement. These documents are intended to serve as the official engagement of Visit Bastrop as the City's official Destination Marketing Organization and outlines funding allocations, expectations, terms, scope of services, financial management practices and more. The contract would renew annually upon approval of Visit Bastrop's marketing plan.

POLICY EXPLANATION:

On April 4th, 2017 Bastrop City Council convened a special workshop to discuss the mission of Visit Bastrop and its contractual relationship with the City, including the non-negotiable elements of the contract and measurements of success. These policy decisions are reflected in the proposed documents. Once City Council has reviewed the proposed documents and offered their input, they will be forwarded to the City Attorney for final review and placed on the August 8, 2017 agenda for Council consideration.

ATTACHMENTS:

- DRAFT Management Contract
- DRAFT TRANSITION PLAN
- Minutes from the Joint Workshop dated April 4, 2017
- Bastrop DMO By-Laws

**DESTINATION AND MARKETING SERVICES AGREEMENT BETWEEN
THE CITY OF BASTROP, TEXAS AND VISIT BASTROP**

The City Council (the *City Council*) of the City of Bastrop, Texas (the *City*), a home-rule municipality operating under the City’s Home Rule Charter, has approved the City’s engagement of Bastrop Destination Marketing Organization (*Visit Bastrop*, and together with the *City*, the *Parties*), a Texas non-profit corporation organized under Chapter 22, Texas Business Organizations Code, as amended (*Chapter 22*), to provide certain Services (defined below) as set forth in this Destination and Marketing Services Agreement (the *Agreement*), entered into by the Parties pursuant to Section 351.101(c), Texas Tax Code, as amended (the *Tax Code*).

RECITALS

WHEREAS, the City and Visit Bastrop recognize the visitor industry as a key economic generator for the growing City; and

WHEREAS, the City desires to engage Visit Bastrop to perform the *Services* (as defined below) in consideration of the compensation provided in this Agreement whose initial role the City expects and acknowledges will mirror or exceed that of the City’s previous ~~Main Street Association~~ Bastrop Marketing Corporation (BMC); and

WHEREAS, Visit Bastrop’s provision of the Services is expected to contribute to the achievement of the goals stated above; and

WHEREAS, the City and Visit Bastrop hereby find and determine that entering into this Agreement is in the best interests of the residents of the City and surrounding areas, the industries served by Visit Bastrop, and the City’s tourism market; and

WHEREAS, the Bastrop City Council had a joint workshop with the Destination Marketing Organization Start-Up Organization (DMO) on April 4, 2017; and

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WHEREAS, the Bastrop City Council determined that the purpose of the Visit Bastrop was to provide “brand” marketing for Bastrop as a destination, to serve as the primary brand advocate, and to better utilize existing facilities; and

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WHEREAS, the Bastrop City Council recognizes that tourism represents the purist form of economic development and is instrumental to stabilizing and growing the City’s sales tax base; and

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WHEREAS, the VISIT BASTROP will provide “global” oversight of Bastrop’s visitor assets and activities to provide a level of unity and representation to maximize Bastrop’s brand potential; and

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WHEREAS, the VISIT BASTROP must ensure each “community asset” is represented in a way that there is a balance of power and seek input from each “community asset” group; and

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WHEREAS, the Bastrop City Council defines the broad representation of “community assets” as Arts, History, Hotels, Restaurants, Retail, Sports, Outdoors, Recreation, Hyatt, Nightlife, Entertainment, and Film; and

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WHEREAS, the “community assets” must be a “driver” with strong ties to the hospitality industry given the legal requirements of how Hotel Occupancy Tax funds are spent; and

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WHEREAS, the Bastrop City Council recognizes that “community assets” may change with time and expects VISIT BASTROP to adapt by having the ability to add another category of community assets as times and circumstances change; and

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WHEREAS, Bastrop City Council recognizes the success and importance of industry knowledge of the specific “community asset” groups available in Bastrop and believes that they, collectively, have a vested interest in ensuring the success of VISIT BASTROP and are best suited to serve as Board Members of VISIT BASTROP; and

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WHEREAS, the City will not have any elected or appointed representatives on the VISIT BASTROP Board of Directors.

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NOW THEREFORE, ÷

In consideration of the mutual promises and covenants contained herein, the City and Visit Bastrop agree as follows:

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I. TERM

1.1 Term. The term of this Agreement shall commence on October 1, 2017, and will remain in full force and effect through September 30, 2022 (the *Term*), with an extension option of up to 5 years from the end of the Term, unless such Agreement is terminated, pursuant Article VII herein.

1.2 Appropriations. The City agrees, as a part of its budget process and in connection with the City’s collection of Hotel Occupancy Tax (HOT) under the Tax Code, to appropriate an amount to Visit Bastrop as described in Article III below.

II. SCOPE OF SERVICES

~~2.1~~ 2.1 Services for Compensation. Visit Bastrop agrees to provide the services described in Section 2.2 below (the *Services*) in exchange for the compensation described in Article III of this Agreement. The City acknowledges that Visit Bastrop, as permitted by the Tax Code, ~~may~~

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e contract with various entities and organizations unaffiliated with the City, and that under those agreements and funds derived from those agreements, Visit Bastrop may perform other services and activities in accordance with Visit Bastrop's Articles and Bylaws. The Parties understand that funds provided by the City through this Agreement must be expended in accordance with the Tax Code (particularly the provisions governing the expenditure of revenue derived from HOT).

2.2 2.2 Scope of Services. Visit Bastrop shall work to: (1) attract leisure visitors to the City and the surrounding area; (2) attract and secure meetings, events, retreats, and conventions to the City and the surrounding area; and 3) serve as a liaison to local businesses (including hoteliers, restaurateurs, and other similar entities) and City departments to attract leisure visitors, meetings, events, retreats, and conventions to the City and the surrounding area. Visit Bastrop, subject to being supplied the appropriate funding pursuant to this Agreement, shall:

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(A) carry out the actions defined in the applicable annual Business Plan (defined below) related to attracting leisure visitors, meetings, events, retreats, and conventions to the City and the surrounding area and as outlined in Visit Bastrop's Bylaws and expanding the City's approach to recruiting, retaining and expanding meetings, conventions, retreats, and events as identified by that applicable annual Business Plan increasing the visibility of the City through media and public relations efforts, and, where appropriate, coordinate and work with public and private partners and organizations involved in local efforts to attract and retain meetings and events;

(B) utilize research reports on economic trends, growth sectors, and regional competitive strengths and weaknesses, as is customary in the destination and marketing organization industry, as specified in the applicable annual Business Plan, in order to assist the City in making strategic decisions in its efforts to attract leisure visitors, meetings, events, retreats, and conventions to the City and the surrounding area and in accordance with Visit Bastrop's Bylaws;

(C) provide marketing and imaging campaigns for the City's tourism and convention industry, as specified in the annual applicable Business Plan and in accordance with the covenants regarding intellectual property as described in Article XII;

(D) inform and partner with the City regarding high-profile or significant recruitment/attraction efforts; and

(E) provide, in appropriate detail in accordance with the Tax Code, reports listing the Visit Bastrop's expenditures made with HOT, and Visit Bastrop's progress in performing the Services in conformance with implementation of the annual Business Plan.

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~~(E)~~(F) Provide "global oversight" of community assets and activities to leverage available resources to maximize opportunities to attract visitors to Bastrop, both leisure and business, recognizing the critical role tourism plays in Bastrop's economy, both in HOT and sales tax revenue.

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2.3 Business Plan.

(A) Development. ~~During FY 2018, which is the initial start-up year, On or before November 30 of each year,~~ Visit Bastrop shall prepare a draft Business Plan and present it publically no later than the second Council meeting in November 2017, outlining how it proposes to deliver the *Services* within the fiscal year that is the subject of that draft Business Plan. In Year 1 of the Agreement, the draft Business Plan shall include the initial efforts of Visit Bastrop for the beginning of Fiscal Year 2018 (which is the period ending September 30, 2018). The draft Business Plan shall

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describe the methodology and steps then expected to be followed by Visit Bastrop to deliver the Services within the specified fiscal year, and shall include a budget that indicates in appropriate detail how the funding provided by the City for that fiscal year will be expended. Visit Bastrop shall work to finalize the draft Business Plan, and shall submit the draft Business Plan to its Board of Directors (the *Board*) for approval. ~~After approval by the Board, the approved Business Plan shall become incorporated into this Agreement as Exhibit A. The Parties understand that circumstances during any period of time may differ from those contemplated when the Business Plan was approved; therefore, amendments to the Business Plan may be made by the Board within any fiscal year. However, any material changes to the approved Business Plan affecting the expenditure of HOT must be approved in writing by Visit Bastrop prior to the implementation of such material changes.~~

In Years 2 – 5 of the contract, on or before September 1 of each year, Visit Bastrop shall prepare a business plan and include a proposed budget that indicates in appropriate detail how the funding to be provided by the City for that fiscal year will be expended. This business plan and proposed budget will be presented publically at the f

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After approval by the Board, the approved Business Plan shall become incorporated into this Agreement as Exhibit A. The Parties understand that circumstances during any period of time may differ from those contemplated when the Business Plan was approved; therefore, amendments to the Business Plan may be made by the Board within any fiscal year. However, any material changes to the approved Business Plan affecting the expenditure of HOT must be approved in writing by Visit Bastrop prior to the implementation of such material changes.

(B) **Business Plan Performance Targets.** As part of the development of each annual Business Plan, Visit Bastrop shall establish “Performance Targets” against which Visit Bastrop’s execution of the Business Plan, to include its revenue enhancement efforts and goals, is evaluated. The Revenue Enhancement Plan will be updated as part of the annual Business Plan and will identify targets for potential funding sources of additional non-HOT revenues. If changing market conditions, funding -availability issues, unforeseen expenses, or other circumstances beyond Visit Bastrop’s reasonable control arise, the then current Performance Targets may be revised, with the prior written approval of the Board.

(C) **Reporting.** Visit Bastrop will maintain reasonable levels of communication with the City Manager, Finance Department, and any other designated departments of the City throughout the term of this Agreement to ensure coordination between the City and Visit Bastrop as to Visit Bastrop’s efforts to implement the Business Plan. Visit Bastrop shall provide, as required by the Tax Code and this Agreement, various reports to the City that describe in appropriate detail (in all cases, taking into account the need to maintain a high level of confidentiality with respect to proprietary and competitive matters to the extent permissible under applicable law) its progress in implementing the Business Plan and meeting Performance Targets, as specified in this Agreement, as well as providing the City with periodic reports in accordance with the requirements as set forth in the Tax Code and on any activity that Visit Bastrop believes to be of interest to the

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City. Visit Bastrop agrees to report to the City as follows:

(i) ~~Monthly quarterly~~ and annual written status reports, similar to the Albuquerque, NM report, shown as Exhibit D and general accountings, and

~~(ii) on reasonable request of the City, periodic~~ update presentations on a monthly basis at a regularly scheduled Council meeting that address the Services provided pursuant to this Agreement.

~~(iii)~~ Participate in an annual workshop between City Council and Visit Bastrop Board of Directors to have opportunity to dialog about performance, future goals and objectives, and other topics that may be relevant to the components of this contract.

~~2.5~~ 2.4 Utilization of City-Owned Facilities. The City acknowledges that, to ensure Visit Bastrop's success in performing the obligations set forth herein, the City will permit Visit Bastrop access to utilize City-owned facilities, at no cost to Visit Bastrop, subject to date availability, for the purpose of effectuating the objectives of Visit Bastrop and the City as set forth in this Agreement and the Articles.

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2.5 ~~15~~ Board of Directors. Visit Bastrop will at all times maintain a Board as specified in Visit Bastrop's Certificate of Formation (the *Articles*) and adopted Bylaws. The Board's primary responsibilities include fiduciary oversight and provision of strategic direction.

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2.6 Direct Marketing Organization International Accreditation. Within four (4) years of execution of this contract, Visit Bastrop must include a plan in their annual Business Plan to seek accreditation status, to be recognized as an organization of excellence of best practices, within the next fiscal year.

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III. COMPENSATION TO VISIT BASTROP

3.1 Compensation.

(A) Transition Period. The applicable compensation to be provided by the City to Visit Bastrop during the period from July 1, 2017 to September 30, 2017 (the *Transition*), in addition to other applicable terms governing the Parties' actions prior to the effective date of this Management Agreement, are set forth in Exhibit B hereto, of which such Transition Plan is hereby incorporated into this Management Agreement by reference.

(B) FY 2018. Beginning on October 1, 2017, the City shall target fifty percent ~~et~~ ~~_____~~ ~~(50—%)~~ of the net HOT revenue collected, defined as HOT revenue minus the provision of payment satisfying the City's [outstanding debt secured by HOT]. Each year during the City's annual budget process, the targeted percentage subject to adjustment as outlined below will result in an annual appropriation to be paid to Visit Bastrop. The targeted annual percentage may be adjusted by the City during the City's annual budget process based upon the annual update to the HOT pro forma in order to make a determination on whether or not adjustments are necessary to increase, maintain, or reduce operating expenses due to factors including changing economic conditions, requirements of Visit Bastrop, requirements of the City and funding levels of the contingency funds and lease payment as set forth in the hereafter referenced HOT financial policy. The City will actively manage operating expenses to be funded with HOT in keeping with the HOT Funds financial policy approved by City ~~Council on May 9, Council on _____,~~ 2017 through Resolution No. ~~_____ R-2017-~~ 26.-

The annual HOT appropriation as approved by the City Council in accordance with the provisions and requirements of the Tax Code, shall be paid to the Visit Bastrop in equal monthly installments (1/12 of the appropriated budget) beginning October 1 of each Fiscal Year. The monthly payments will be made in advance on the first day of each month.

(C) Upon the conclusion of each fiscal year and completion of the City's independent annual audit, the annual amount appropriated in support of the Visit Bastrop for the fiscal year immediately closed will be compared to the targeted percentage of % of the actual net HOT revenues recorded for that fiscal year. Any surplus or deficit may be considered for an additional adjustment to Visit Bastrop at the City's discretion as part of a mid-year adjustment to the current fiscal year appropriation. Visit Bastrop must also provide an amended Business Plan detailing how the surplus or reduction of funds will be utilized.

Visit Bastrop shall be the sole provider of the Services delineated in Article II hereof; nevertheless, the City's Visitor Center shall continue visitor information operations in its normal course of business. In addition, Main Street and the Bastrop Chamber of Commerce shall continue to promote visitors as a part of their organizational mission, in accordance with Visit Bastrop. Based upon the Services Visit Bastrop will subsequently provide under this Agreement, the City hereby agrees to contract exclusively with Visit Bastrop and shall not engage in practices reasonably determined to be in competition with Visit Bastrop as the sole provider of the Services hereunder including, but not limited to, (D)

(E) the management and supervision of travel and tourism promotion and programs and activities funded with revenue from HOT authorized under the Tax Code pursuant to this Agreement. The City further agrees that during the Term and any extension of this Agreement, the City will not engage, either directly or indirectly, in any manner in funding, contracting, or otherwise entering into any agreement undertaken internally or through external parties for tourism promotion efforts with any entity other than Visit Bastrop. The City retains the right to expend money for promotion efforts on its own behalf, including its facilities, and to fund entities whose purposes may include providing promotion services so long as visitor and convention services are not such entity's primary purpose and is not created or otherwise effectuated to perform the services for which Visit Bastrop was created. These entities shall include, but are not limited to, Main Street and the Bastrop Chamber of Commerce.

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3.2 Forecasting. Visit Bastrop shall inform and provide input on the establishment of the five year forecast and the adopted budget appropriation for HOT Revenues.

3.3 Use of Funds. The funding provided by the City under this Agreement shall be used solely in connection with Visit Bastrop providing the Services described in Article II, pursuant to the budget prepared as part of the approved Business Plan. Visit Bastrop shall segregate all funds provided under this Agreement into a separate account and shall not commingle any funds supplied by the City with the Visit Bastrop's general funds or other funds received by any other entity.

3.4 Investment Policy. All public funds on deposit from time to time in Visit Bastrop's account(s) with its depository shall be invested and reinvested by its depository in any investment authorized pursuant to Chapter 2256, Government Code, as amended (*Chapter 2256*). VISIT BASTROP shall comply with Chapter 2256 in the purchase, sale, and investment of public funds under its control. Visit Bastrop and the City agree that the Board will subsequently develop and adopt an investment policy, based upon the City's Investment Policy, and shall invest public funds as permitted by the Investment Act, in compliance with the investment policy approved by the Board, and according to the standard of care prescribed by the Investment Act.

3.5 Additional Services. Should any additional services outside the scope of this Agreement be requested and authorized by the City Manager or her designee, and accepted by Visit Bastrop, Visit Bastrop shall receive additional consideration in the form of ~~se~~separate compensation for those services over and above the compensation discussed in this Article III, at an amount agreed to by the City Manager or her designee and Visit Bastrop.

3.6 Invoices. Visit Bastrop shall submit City invoices to:

City of Bastrop, Texas
1311 Chestnut Street
P.O. Box 427
Bastrop, Texas 78602

IV. AUDIT

4.1 Visit Bastrop's Audit. In accordance with its standard practices, Visit Bastrop

shall obtain an audit conducted by an independent auditing firm annually during the Term of this Agreement. The audit shall include an examination of the separate account maintained to receive and disburse funds provided by the City to Visit Bastrop pursuant to this Agreement. A copy of the Audit Report and Management Letter prepared as a result of the audit shall be provided to the City no later than January 15 of the close of the fiscal year.

42 City's Audit. The City or its authorized representative shall at all reasonable times, on ten business days' prior written notice, have the right to examine, inspect, and audit all books, papers, and bank records of Visit Bastrop directly related to the funds provided to Visit Bastrop under this Agreement, to determine the accuracy of reports made under this Agreement. The cost and expenses incurred by the City incident thereto shall be the sole responsibility of and borne by the City. Those records shall be maintained by Visit Bastrop for a period of four (4) years after the termination of the initial Term of this Agreement and any applicable extension period, and shall be made available for inspection and/or audit by the City or its agents at Visit Bastrop's place of business. Nothing in this Agreement shall be deemed to give the City authority to direct, question, review, audit, or otherwise influence the expenditure of any funds that are not directly paid to Visit Bastrop by the City.

43 Dispute Findings. Either Visit Bastrop or the City may dispute the findings of audits performed under this Agreement, by giving written notice to the other party within thirty (30) days of receiving the results of an audit. The Party electing to dispute audit results shall, within thirty (30) days following receipt of the auditor's report, submit such additional information as it believes is required to correct the auditor's report.

44 Scope. Knowledge of Visit Bastrop's financial condition is essential to the City due to its reliance on Visit Bastrop to promote tourism generating HOT. Therefore, it is necessary for the City to have access to review Visit Bastrop's audits, reports or other financial information. Upon ten (10) days' notice, Visit Bastrop shall make such information available for City's review, unless an exception applies under current applicable law for withholding such information.

V. DOCUMENTS

51 Documents. The parties recognize that, to be successful, Visit Bastrop depends on its ability to keep confidential the identity of its prospects and other proprietary information, and that Visit Bastrop would not achieve the same level of results from providing the Services, or any other services to its other clients and constituents, without maintaining that confidentiality. Accordingly, the Parties acknowledge that certain writings, documents or information produced by or submitted to Visit Bastrop in the course of its execution of the Services will be the sole property of Visit Bastrop, are proprietary, and may be privileged under State law. Without waiving any available claim or privilege, Visit Bastrop will in good faith share information derived from those writings or documents with the City and, if any writings, documents, or information are deemed non-proprietary or non-privileged, provide copies of those writings or documents to the City. Visit Bastrop understands and acknowledges that the City has the right to use those non-proprietary writings, documents, and information as the City desires, without restriction. If any "open records" or equivalent request is made of the City relating to this Agreement or the Services, the City shall promptly advise Visit Bastrop, and the Parties shall work

cooperatively and in good faith to preserve Visit Bastrop's trade secrets, proprietary documents, and confidential information, in accordance with current law. Visit Bastrop reserves the right to redact its documentation to protect proprietary information. In all events, the City shall not provide any information or documents that Visit Bastrop considers proprietary to any third party without Visit Bastrop's prior written consent, unless the City is legally obligated to do so and so advises Visit Bastrop in writing, of which Visit Bastrop shall have the opportunity to present its objection and legal authority for withholding requested information. In addition, any third-party requests to Visit Bastrop for records relating to this Agreement under the State's Public Information Act shall be coordinated with the City. The City shall provide Visit Bastrop, in accordance with the Public Information Act, the opportunity to submit third-party briefs to the Texas Attorney General to receive an Open Records Decision.

~~5.2~~ 5.2 Documents to the City. Upon expiration or termination of this Agreement, Visit Bastrop shall transfer to the City true and correct copies of any non-proprietary writings, documents, or information in the possession of Visit Bastrop and produced pursuant to the terms and conditions of this Agreement.

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VI. RECORDS RETENTION

6.1 Records. Visit Bastrop shall take commercially reasonable care in their maintenance of complete and accurate documents, papers, and records, and other evidence pertaining to the Services and funding provided for in this Agreement, and shall make such documents available to the City, at all reasonable times and as often as the City may deem necessary during the Agreement period for purposes of the audit described in Article IV.

6.2 Retention. Visit Bastrop shall retain any and all documents produced as a result of services or funding provided hereunder for a period of four (4) years from the date of termination of the Agreement or for such period as specified in Visit Bastrop's compliance policy. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided hereunder, Visit Bastrop shall retain the records until the resolution of such litigation or other such questions.

VII. SUSPENSION/TERMINATION

7.1 Suspension. The City may summarily suspend this Agreement with pay continuing to fund the salaries and basic operations of Visit Bastrop, if Visit Bastrop breaches its obligations hereunder and fails to cure such breach within sixty (60) days after receiving written notice of suspension. The City shall promptly apprise Visit Bastrop of the basis for suspension. Any such suspension shall remain in effect until the City determines that appropriate measures have been taken to ensure Visit Bastrop's future compliance. Grounds for such suspension include, but are not limited to the following:

- a). Failure to abide by any terms or conditions of this Agreement;
- b). Failure to keep and maintain adequate proof of insurance as required by this

Agreement.

~~of~~

~~The violation of City, State, or federal laws by Visit Bastrop as a result of the commission and conviction of a crime of moral turpitude.~~

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72 Termination Defined. For purposes of this Agreement, "termination" shall mean termination by expiration of the Agreement or earlier termination pursuant to any of the provisions hereof.

73 Termination for Cause. Upon written notice, which notice shall be provided in accordance with Article VIII, the City may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) or more of the following events:

- a) the sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, as provided in Article XI;
- b) ceasing operations for a period of time exceeding twenty (20) days;
- c) the expenditure of HOT on gratuities in the form of hosting and amenities offered or given by Visit Bastrop outside reasonable industry business practices in excess of nominal value or otherwise not previously approved by the Board, or any agent or representative of Visit Bastrop, to any officer or employee of the City, Bastrop County, State or business prospect with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of such contract; and
- d) failure to cure cause of suspension.

74 Defaults With Opportunity for Cure. Should Visit Bastrop default in the performance of this Agreement in a manner stated in this section, same shall be considered an Event of Default. The City shall deliver written notice of the default, specifying in detail the matter(s) in default. Visit Bastrop shall have sixty (60) calendar days after receipt of the written notice, in accordance with Article VIII hereof. If Visit Bastrop fails to cure the default within such ~~sixty (60)~~thirty-day cure period, the City shall have the right, without further notice or adoption of a City ordinance, to terminate this Agreement in whole or in part as the City deems appropriate. The following actions are defaults that may be cured by Visit Bastrop:

- a) performing unsatisfactorily, as evidenced by failure to make adequate progress to meet Visit Bastrop's pre-determined benchmarks for success, as outlined in the jointly approved Business Plan;
- b) failing to perform or failing to comply with any material term or covenant herein required as determined by the City;
- c) bankruptcy or selling substantially all of Visit Bastrop's assets; and

d). gratuitous expenditures made in hopes of securing favorable contracts.

7.5 Termination by Law. If any State or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

7.6 Ceasing City Activity. Upon the effective date of expiration or termination of this Agreement, Visit Bastrop shall cease all work being performed by Visit Bastrop or any of its subcontractors on behalf of the City.

7.7 Provisional Period. Regardless of the method by which this Agreement is terminated, Visit Bastrop agrees to provide a provisional period of termination for a period not to exceed two (2) months upon the City's request. During such provisional period, Visit Bastrop will receive adequate percentage payments of HOT, to be distributed in accordance with Article III hereof, to continue to provide services as provided for, and for which it will be compensated, under this Agreement.

VIII. NOTICE

8.1 Written Notice. Any notice, consent or other communication required or permitted under this Agreement shall be in writing and shall be deemed received at the time it is personally delivered, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, three (3) days after the notice is deposited in the United States mail addressed as follows:

CITY:
City of Bastrop, Texas
Attn: City Manager
1311 Chestnut Street
P.O. Box 427
Bastrop, Texas 78602

VISIT BASTROP:
Visit Bastrop
Attn: Chief Executive Officer
P.O. Box 1200
Bastrop, Texas 78602

8.2 Time. Any time period stated in a notice shall be computed from the time the notice is deemed received. Either party may change its mailing address or the person to receive notice by notifying the other party as provided in this paragraph.

IX. INSURANCE

9.1 Certificate of Insurance. Prior to the commencement of any work under this Agreement, Visit Bastrop shall furnish an original completed certificate(s) of insurance to the City, and which shall be clearly labeled "Visit Bastrop Professional Services" in the Description of Operations block of the Certificate. The original certificate(s) shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, containing all required information referenced or indicated thereon. The original certificate(s) or form must have the agent's original signature, including the

signer's company affiliation, title and phone number, and be mailed directly from the agent to Visit Bastrop and the City. The City shall have no duty to pay or perform under this Agreement until such certificate shall have been delivered to the City, and no officer or employee, other than the City Manager, shall have authority to waive this requirement.

92 **Right to Review.** The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and to modify insurance coverages and their limits when deemed necessary and prudent by the City Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement, but in no instance will the City allow modification whereupon the City may incur increased risk.

93 **Financial Integrity.** Visit Bastrop's financial integrity is of interest to the City; therefore, subject to Visit Bastrop's right to maintain reasonable deductibles in such amounts as are approved by this Agreement, Visit Bastrop shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Visit Bastrop's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company and/or otherwise acceptable to the City, in the following types and amounts:

TYPE	AMOUNTS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$500,000/\$500,000/\$500,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. <u>Any employee or Board Member with financial responsibilities that include access to HOT funds shall be bonded in a minimum amount of \$100,000 each.</u>	
4.5. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	
Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence	

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94 **Copies.** The City shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). So long as this Agreement is in effect, Visit Bastrop shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to the City at the address provided in

Section 9.6 herein within 10 days of the requested change. Visit Bastrop shall pay any costs incurred resulting from said changes.

95 Required Provisions. Visit Bastrop agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain the following required provisions:

- A. name the City and its officers, employees, volunteers, and elected representatives as additional insureds as respects to operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- B. provide for an endorsement that the "other insurance" clause shall not apply to the City where the City is an additional insured shown on the policy;
- C. workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.

96 Cancellation/Non-Renewal. When there is a cancellation, non-renewal or material change in coverage which is not made pursuant to a request by the City, Visit Bastrop shall notify the City of such and shall give such notices not less than thirty (30) days prior to the change, if Visit Bastrop knows of said change in advance, or ten (10) days after the change, if Visit Bastrop did not have actual knowledge of the change in advance. Such notice must be accompanied by a replacement certificate of insurance. All notices shall be given to the City at the following address:

City of Bastrop, Texas
1311 Chestnut Street
P.O. Box 427
Bastrop, Texas 78602

97 Failure to Maintain. In addition to any other remedies the City may have upon Visit Bastrop's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Visit Bastrop to stop work hereunder, and/or withhold any payment(s) which become due to Visit Bastrop hereunder until Visit Bastrop demonstrates compliance with the requirements hereof.

98 Responsibility of Visit Bastrop. Nothing herein contained shall be construed as limiting in any way the extent to which Visit Bastrop may be held responsible for payments of damages to persons or property resulting from Visit Bastrop's or its subcontractors' performance of the work covered under this Agreement.

99 Primary Insurance. It is agreed that Visit Bastrop's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City for liability arising out of operations under this Agreement.

X. INDEMNIFICATION

101 VISIT BASTROP covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors,

and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY arising out of or resulting from VISIT BASTROP activities under this AGREEMENT, including any acts or omissions of VISIT BASTROP, any agent, officer, director, representative, employee, VISIT BASTROP or subcontractor of VISIT BASTROP, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this AGREEMENT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of the City, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VISIT BASTROP AND THE CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

102 The provisions of the foregoing indemnity are solely for the benefit of the Parties and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Visit Bastrop shall advise the City in writing within three business days of any claim or demand against the City or Visit Bastrop known to Visit Bastrop related to or arising out of Visit Bastrop's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Visit Bastrop's cost. The City shall have the right, at its option and at its own expense, to participate in such defense without relieving Visit Bastrop of any of its obligations under this paragraph.

XI. SUBCONTRACTING

Any work or services subcontracted by Visit Bastrop hereunder with an annual value in excess of \$50,000.00 shall be by written contract and, unless specific waiver is granted in writing by the City, shall be subject by its terms to each and every provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of Visit Bastrop. The City shall in no event be obligated to any third party, including any subcontractor of Visit Bastrop, for performance of services or payment of fees.

XII. INTELLECTUAL PROPERTY RIGHTS

121 Intellectual Property Rights. Visit Bastrop recognizes the City is the owner of certain intellectual property, including images, trademarks, slogans, recordings, etc. So long as Visit Bastrop utilizes such intellectual property to perform the Services described in this Agreement, Visit Bastrop shall receive a royalty-free, worldwide license to use such intellectual property during the Term of this Agreement. To the extent Visit Bastrop prospectively utilizes previously registered intellectual property of the City, the City shall waive any infringement claims. Visit Bastrop acknowledges that it is not the intent of this provision to divest the City of any ownership rights in its intellectual property nor to provide any ownership interest in Visit

Bastrop to City's intellectual property.

122 Visit Bastrop Ownership. The City acknowledges that Visit Bastrop is the owner of: (1) all trademarks, trade dress, corporate names, and logos, together with the goodwill associated with any of the foregoing owned or developed (the *Marks*) listed in Exhibit C; (2) all ideas, inventions, works of authorship, know-how, processes, formulas, data, computer programs, improvements, discoveries, developments, designs, techniques, customer lists, devices, records, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, proposed products, business plans, or reproductions of any aforementioned items listed in Exhibit C (the *Developments*); (3) all trade secrets and other confidential or proprietary information owned or developed by Visit Bastrop for use its exclusive use (the *Trade Secrets*); (4) all registrations or applications for registration related to the foregoing (the *Registrations*, and collectively with the Marks, Developments, and Trade Secrets, the *Intellectual Property*); and (5) Intellectual Property created or arising from the delivery of Services under this Agreement, throughout the world.

123 Other Intellectual Property Agreements. The City recognizes Visit Bastrop may enter into various licensing agreements with ~~Bastrop Marketing Corporation (BCM)~~BMC (or its parent company), the Bastrop County Historical Society, or related entities now holding the rights for the prospective use of marketing assets (previously produced by ~~BCM~~BMC) to promote the City to visitors and tourists. The City agrees to assist Visit Bastrop in its efforts to obtain permission and acquire use of various Intellectual Property from any source to support Visit Bastrop achieve the purposes for which it was created.

XIII. INDEPENDENT CONTRACTOR

Visit Bastrop and the City covenant and agree that: 1) Visit Bastrop is an independent contractor and not an officer, agent, servant or employee of the City; 2) Visit Bastrop shall have control of and right to control, in its sole discretion, the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and Visit Bastrop; 3) the doctrine of respondeat superior shall not apply as between the City and Visit Bastrop, its officers, agents, employees, contractors, subcontractors and Visit Bastrop; and 4) nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between the City and Visit Bastrop. The Parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the Services to be performed by Visit Bastrop under this Agreement and that the City's authority to bind Visit Bastrop is limited to the provisions of this Agreement.

XIV. CONFLICT OF INTEREST

14.1 City's Ethics Code. Visit Bastrop acknowledges that it is informed that the City's Ethics Code ~~prohibit~~prohibits City officials and employees from, either during their service with the City or within twelve (12) months of the termination of the official duties, having an economic interest, directly or indirectly, in any contract with the City, and City officials and employees shall not be financially interested, directly or indirectly, in the sale to the City of any land, materials,

supplies or service.

XV. LEGAL/LITIGATION EXPENSES

15.1 Litigation Against the City. Under no circumstances will the funds received under this Agreement or any other City funds, be used, either directly or indirectly, to pay the costs associated with attorney fees incurred in any adversarial proceeding against the City or any other governmental or public entity constituting a part of the City.

15.2 Termination. During the term of this Agreement, if Visit Bastrop files and/or pursues an adversarial proceeding against the City, the City, at its option, may terminate this Agreement and all access to the funding provided for hereunder if it is found that Visit Bastrop has violated this Article.

XVI. AMENDMENTS

Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both the City and Visit Bastrop, and subject to approval by the City Council and the Board, as evidenced by passage of a resolution, or ordinance, as applicable, to that effect.

XVII. SEVERABILITY

If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, State or local laws, including but not limited to the City Charter, the City's Code, City ordinances, Visit Bastrop's Articles and Bylaws, then and in that event it is the intention of the Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the Parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as shall be permissible, legal, valid and enforceable.

XVIII. LICENSES/CERTIFICATIONS

Visit Bastrop warrants and certifies that, to its knowledge, Visit Bastrop and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

XIX. COMPLIANCE WITH LAWS

Visit Bastrop shall provide and perform all services required under this Agreement in compliance with all applicable federal, State and local laws, rules and regulations.

XX. NON-WAIVER OF PERFORMANCE

Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option.

XXI. LAW APPLICABLE

21.1 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BASTROP COUNTY, TEXAS.

21.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of Bastrop, Bastrop County, Texas.

XXII. LEGAL AUTHORITY

22.1 The signor of this Agreement on behalf of Visit Bastrop represents, warrants, assures and guarantees that she has full legal authority, pursuant to Chapter 22, the Texas Non-Profit Corporation Act, the Tax Code, and a resolution adopted by Visit Bastrop on ~~_____~~ July 20, 2017, to execute this Agreement on behalf of Visit Bastrop and to bind Visit Bastrop to all of the terms, conditions, provisions and obligations herein contained.

22.2 The signor of this Agreement on behalf of the City represents, warrants, assures and guarantees that she/he has full legal authority, pursuant to Article XI, Section 5 of the Texas Constitution, the City's Home Rule Charter, the Tax Code, and an ordinance adopted by the City Council on ~~_____~~ July 25, 2017 to execute this Agreement on behalf of the City and to bind the City to all of the terms, conditions, provisions and obligations herein contained.

XXIII. PARTIES BOUND

This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

XXIV. CAPTIONS

The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

XXV. INCORPORATION OF EXHIBITS

Each of the Exhibits listed below is an essential part of the Agreement, which governs the

rights and duties of the parties, and shall be interpreted in the order of priority as appears below:

- EXHIBIT A: Business Plan
- EXHIBIT B: Transition Plan
- EXHIBIT C: Intellectual Property
- EXHIBIT D: Albuquerque, NM
Monthly Report of Performance
Measures

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XXVI. ENTIRE AGREEMENT

This Agreement, together with its authorizing ordinance and its exhibits constitute the final and entire agreement between the parties hereto and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless same is in writing, dated subsequent to the date hereto, and duly executed by the Parties.

The Parties recognize that certain agreements and policies referenced herein and necessary to effectuate this Agreement, including but not limited to, Visit Bastrop’s Investment Policy, insurance policies, and contracts and agreements delineating shared intellectual property between the Parties and third parties are currently in the process of formulation and will be finalized after the execution of this Agreement.

SIGNATURES APPEAR ON NEXT PAGE

WITNESS OUR HANDS, EFFECTIVE as of _____, 2017 (the “Effective Date”):

Accepted and executed in two duplicate originals on behalf of the City of Bastrop pursuant to Ordinance Number _____, dated _____, 2017, and Visit Bastrop, pursuant to the authority of its Board of Directors.

CITY OF BASTROP: ~~VISIT~~ BASTROP DESTINATION
MARKETING ORGANIZATION:

Lynda Humble

Name: _____
Title: _____

ATTEST:

Ann Franklin
City Secretary

APPROVED AS TO FORM:

City Attorney

Document comparison by Workshare Compare on Thursday, June 29, 2017
5:08:47 PM

Input:	
Document 1 ID	interwovenSite://US_DMS/US2016/28319895/3
Description	#28319895v3<US2016> - Management Contract Final
Document 2 ID	interwovenSite://US_DMS/US2016/28319895/4
Description	#28319895v4<US2016> - Management Contract Final
Rendering set	Standard

Legend:	
Insertion	
Deletion	
Moved from	
Moved to	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	13
Deletions	7
Moved from	1
Moved to	1
Style change	0
Format changed	0
Total changes	22

EXHIBIT B

TRANSITION PLAN

I. TERM

This Transition Plan (the *Plan*) between the City of Bastrop, Texas (the *City*) and Bastrop Destination Marketing Organization (*Visit Bastrop*, and collectively with the City, the *Parties*) shall commence on July 1, 2017, and will remain in full force and effect through September 30, 2017 (the *Term*), with an extension option of up to six (6) months from the end of the Term.

II. SCOPE OF TRANSITION SERVICES

A. SUPPORT SERVICES

i. *City Services and Employment Needs.* In accordance with Article III of the Management Agreement (entered into by the Parties concurrently with this Plan) the City may provide Visit Bastrop with support services for the Term consistent with its internal departments, as determined necessary by Visit Bastrop and agreed to by both Parties in writing (collectively, the *Transition Services*). These Transition Services include, but are not limited to, accounting and finance, human resources support, instructional technology services, and planning and development. The provision of Transition Services may be extended by the City, upon consultation with Visit Bastrop, beyond the Term. Specifically, the City shall facilitate the human resources component, not limited to the hiring process, for Visit Bastrop employees, if any, as set forth in Exhibit A hereto. The compensation of these hires is to be determined by and is within the purview of Visit Bastrop.

B. BUSINESS REQUIREMENTS

i. *Compensation.* Effective July 1, 2017, in consideration of Visit Bastrop's performance of the services described in Article II of the Management Agreement, the City agrees to provide Visit Bastrop a minimum compensation of \$550,000.00 for the remainder of the Term, to be paid in equal installments on the first day of the month until October 1, 2017, the effective implementation date of the Management Agreement.

ii. *Office Space.* The City and Visit Bastrop each recognize that during the Term, Visit Bastrop will co-locate in the existing Bastrop Main Street Program's (*Main Street*) current offices, where Visit Bastrop will be afforded basic office amenities to conduct business. Visit Bastrop may extend this arrangement after completion of the Term if agreed to in writing by Visit Bastrop and Main Street.

iii. *Intellectual Property.* The City and Visit Bastrop will initiate actions and prepare a schedule to share Intellectual Property (as defined and described in the Management Agreement) as of July 1, 2017, in an effort to promote Visit Bastrop's marketing and advertising efforts. The City acknowledges Visit Bastrop may commence actions to register various Intellectual Property in the United States Patent and Trademark Office.

Both Parties agree to execution of license(s) for Visit Bastrop's use of such Intellectual Property during the Term of this Plan in accordance with the terms of the Management Agreement. The City shall waive any infringement claims in relation to Visit Bastrop involving existing Intellectual Property, and both Parties will subsequently enter into any necessary co-existence agreements governing such use of the Intellectual Property for the benefit of the Parties.

The City recognizes Visit Bastrop may enter into various licensing agreements with Bastrop Marketing Corporation (*BCM*) for the prospective use of marketing assets (previously produced by BCM) to promote the City to visitors and tourists. The City agrees to assist Visit Bastrop in its efforts to obtain permission and acquire use of various Intellectual Property from any source to support Visit Bastrop achieve the purposes for which it was created.

III. INTERNAL POLICIES

Visit Bastrop may develop and implement various discretionary policies, including a code of ethics, conflicts, and compliance policies, to further govern the organization's management and conduct of business affairs.

Visit Bastrop shall comply with Chapter 2256, Texas Government Code, as amended (the *Investment Act*), in the purchase, sale, and investment of public funds under its control. Visit Bastrop and the City agree that the Board shall subsequently develop and adopt an investment policy, based upon the City's Investment Policy, and shall invest public funds as permitted by the Investment Act, in compliance with the investment policy approved by the Board, and according to the standard of care prescribed by the Investment Act.

IV. RECORDS

To the extent the City maintains records (accounting, human resource, financial, etc.), the City will provide Visit Bastrop with copies of all records permissible for distribution under current law for its files and record keeping, as such information may prospectively be requested from various government agencies.

V. AMENDMENTS; FURTHER ACTIONS

In the event that certain provisions of this Plan require amendment, the City Council of the City (the *City Council*) hereby delegates, to the extent necessary under applicable law, the ability to the Board and the City Manager or her designee to enact, approve, and effectuate such amendments to this Plan without further action or approval by the City Council.

The City Council hereby recognizes the Board and City staff's authority, from time to time and at any time, to do and perform all such acts and things and to execute, acknowledge and deliver all such instruments, certificates and ancillary agreements or contracts, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Plan, including those that are specifically contemplated and/or required under and pursuant to the provisions of the Management Agreement.

VI. MISCELLANEOUS

This Plan shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

If any provision of this Plan or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Plan and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council and the Board hereby declare that this Plan would have been enacted without such invalid provision.

It is officially found, determined, and declared that the meeting at which this Plan is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Plan, was given, all as required by Chapter 551, Texas Government Code, as amended.

* * *

CITY OF BASTROP, TEXAS,
A HOME-RULE MUNICIPALITY

**BASTROP DESTINATION
MARKETING ORGANIZATION**
A TEXAS NONPROFIT CORPORATION

Lynda Humble
City Manager

Name:
Title:

APPROVED AS TO FORM

City Attorney

(CITY SEAL)

EXHIBIT A

EMPLOYMENT POSITIONS

**MINUTES OF JOINT WORKSHOP WITH BASTROP, TX CITY
COUNCIL AND BASTROP DESTINATION MARKETING
ORGANIZATION (DMO) START-UP BOARD
BASTROP CITY COUNCIL
APRIL 4, 2017**

The Bastrop City Council and the DMO Start-Up Board met in a Joint Workshop Meeting on Tuesday, April 4, 2017 at 6:30 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present for the Bastrop City Council were: Mayor Pro Tem DeLaRosa, and Council Members Peterson, Schiff, Jones and McAnally. Officers present were City Manager Lynda Humble, City Secretary Ann Franklin and Bastrop Economic Development Executive Director Shawn Kirpatrick. Members present for the DMO Start-Up Board were: Ann Smarzik, Tom Scott, Clint Howard and Rick Brackett. Staff present was Main Street Director Sarah O'Brien and Dale Lockett. Bill Giest with DMOProz was present via phone.

1. CALL TO ORDER

- a. Mayor Pro Tem DeLaRosa called the meeting of the Bastrop City Council to order with a quorum being present at 6:30 p.m. Mayor Kesselus was absent.
- b. Chair Ann Smarzik called the meeting of the DMO Start-Up Board to order with a quorum being present at 6:30 p.m. Board Member. Board Member Hiren Patel was absent.

2. Presentation and discussion regarding "What is a Destination Marketing Organization (DMO)?" – Dale Lockett

Interim Director Dale Lockett gave the presentation.

3. Presentation and discussion regarding the potential power and impact of a DMO on Bastrop – Dale Lockett

Interim Director Dale Lockett gave the presentation.

4. Discussion and consensus regarding the mission of the Bastrop DMO – Lynda Humble
City Manager Lynda Humble led the discussion. The following were the consensus regarding the mission of the Bastrop DMO.

Purpose of Bastrop DMO:

- **Marketing the destination "brand"**
- **Primary Brand Advocate**
- **Facility Underutilization – Leverage what we have**
- **Attendees could bring economic development**
- **Bring groups together (Unity & Representation)**
- **Providing cost effective services**
- **"Global" oversight of community "assets" & "activities"**
- **Strong focus on marketing**

5. Presentation and consensus regarding contractual relationship between City of Bastrop and the DMO (Where does the control of DMO reside?) – Lynda Humble
City Manager Lynda Humble gave the presentation. The following were the consensus regarding the contractual relationship between City of Bastrop and the DMO (the control).

Power/Control for Purposes of the Contract:

- **Continuity of Leadership with Past Chair, Chair, and Chair Elect**
- **Board Rotation with Terms**

- **Broad Representation of Community Assets: Art, History, Hotels, Restaurants, Retail, Sports, Outdoors, Recreation, Hyatt, Nightlife, Entertainment, Film**
- **Community Assets must be a “driver” with strong ties to the hospitality industry given the legal requirements on how Hotel Occupancy Funds are spent**
- **Dialog Mechanism (i.e. must have ability to add another category of community assets as times change)**
- **No Council representation on the board**

6. Discussion and consensus regarding the critical (non-negotiable) elements of the contract – Lynda Humble

City Manager Lynda Humble led the discussion. The following were the consensus regarding the critical (non-negotiable) elements of the contract.

Non-negotiables:

- **Ensure each community assets is represented in a way that there is balance of power**
- **Must seek input of each “community asset” group**
- **Establish annual goals**
- **Detailed reporting mechanism on a monthly basis similar to Albuquerque, NM report**
- **Annual workshop between City Council and DMO Board to have opportunity to dialog**
- **Open Meetings**
- **DMO International Accreditation within a certain number of years**
- **3-5 year contract (longer term ensures better quality of applicant for employees; better ability to attract conventions long-term)**
- **60-90 day provision of contract**

7. Discussion and consensus regarding the measurement(s) of “success” of DMO’s mission – Lynda Humble

City Manager Lynda Humble led the discussion.

Results of the discussion of measurement of success of DMO’s mission are included in non-negotiables in item number 6.

ADJOURNMENT

Council Member Peterson made the motion to adjourn the Bastrop City Council meeting at 8:35 p.m., seconded by Council Member Jones. The motion was approved unanimously. Mayor Kesselus was absent.

Board Member Howard made the motion to adjourn the DMO Start-Up Board meeting at 8:35 p.m., seconded by Board Member Brackett. The motion was approved unanimously. Board Member Hiren Patel was absent.

APPROVED:

ATTEST:

Mayor Ken Kesselus

City Secretary Ann Franklin

Minutes were approved on (Mon/Date/Year) by Council Member motion, Council Member second. The motion was approved on a vote.

DRAFT

**BYLAWS OF
BASTROP TX DESTINATION MARKETING ORGANIZATION, INC.
A TEXAS NONPROFIT CORPORATION**

These bylaws (referred to as the “Bylaws”) govern the affairs of the BASTROP TX DESTINATION MARKETING ORGANIZATION, a public instrumentality and a non-profit corporation (hereinafter referred to as the “Corporation”) created under Section 351.101(c) of the Tax Code, Title 3, Chapter 351, Subchapter B, et seq., as amended (hereinafter referred to as the “Act”).

ARTICLE I

These bylaws constitute the code of rules adopted by **BASTROP TX DESTINATION MARKETING ORGANIZATION, INC.** for the regulation and management of its affairs. The Corporation’s principal office is located at (address TBD) , Bastrop, Texas

ARTICLE II

Purpose

The BASTROP, TEXAS DESTINATION MARKETING ORGANIZATION, Inc. shall be the primary brand advocate for the City of Bastrop by bringing groups together, through unity and representation, in order to leverage community assets and activities for the maximum benefit of the hospitality and the meeting, conference and event industries of Bastrop and the Lost Pines Region.

ARTICLE III

Board of Directors

(1) Powers

The Board of Directors of the Corporation is vested with the management of the business and affairs of the Corporation, subject to the Texas Business Organizations Code, the Certificate of Formation, and these bylaws.

(2) Qualifications

- a. Directorship shall not be denied to any person on the basis of race, creed, sex, religion, or national origin.
- b. Employees of the Corporation, other than the CEO, are ineligible to serve on the Board of Directors.
- c. The Board of Directors shall consider an individual’s experience, accomplishments, and education background in appointing Directors to

the Board to ensure that the interest and concerns of all segments of the community are considered.

- d. Each Director shall have at least one (1) of the following qualifications:
 - i. Experience in management or in an executive capacity.
 - ii. Experience in evaluation of financial and business records and projections.
 - iii. Education, training, or experience useful to the Corporation's purposes.

(3) Number of Directors

The Board of Directors will consist of eleven to thirteen Directors.

(4) Composition of the Board

A voting member of the Board of Directors shall represent one of the following community assets and activities:

- 1. Arts
- 2. History
- 3. Hotels/Lodging
- 4. Restaurant
- 5. Retail
- 6. Sports
- 7. Outdoors/Recreation
- 8. The Hyatt Regency Lost Pines Resort and Spa
- 9. Nightlife/Entertainment
- 10. Venues/Special Events
- 11. 1 to 3 At-Large seats to represent other community assets and activities as the Board may find advantageous to its governance

(5) Term of Directors

Directors shall serve terms of three years. A Director may succeed him or herself for only one consecutive term. After serving two consecutive terms, a Director must vacate his or her position for at least one year before being re-elected to another term.

(6) Staggered Terms

There shall be staggered terms of office for the directors so that one-third of the directorships shall be up for election each year. Initially, one-third of the directors shall be elected for a one-year term, one-third for a two-year term and one-third for a three-year term. Initial directors serving less than a full three-year term as their initial term (i.e., directors who draw a one-year term or two-year term), shall be considered to have served a full three-year term for purposes of the limits on more than two successive terms.

(7) Election of Directors

Elections for Directors filling expired terms shall be held at the meeting prior to the final meeting of the fiscal year. A Nominating Committee appointed by the Chair will develop a list of candidates.

The Nominating Committee shall solicit each of the industries and interest identified in the Composition of the Board section for a list of qualified candidates for that area of interest. The Nominating Committee shall provide the Chair with the list of qualified candidates. The Chair shall put forth each candidate's name to the Board of Directors for a vote.

The election of Directors shall be by majority vote of the Board of Directors attending the meeting. When a re-appointment or replacement is made, the re-appointment or replacement shall be considered effective on the date that the prior term expired (i.e., the new term does not begin on the date of the election).

(8) Resignation

Any Director may resign at any time by delivering written notice to the Secretary or Chair of the Board of Directors. Such resignation shall take effect upon receipt or, if later, at the time specified in the notice.

(9) Removal

Any Director may be removed for actions that are not in the best interest of the corporation, and its businesses and residents, at any time, by a two-thirds majority of the entire Board of Directors, at a Regular or Special Meeting called for that purpose.

Any Director under consideration of removal must first be notified about the consideration by written notice at least five days prior to the meeting at which the vote takes place.

Any Director that misses three consecutive meetings without good cause, will be considered to have resigned, effective at the conclusion of the third meeting. At the next meeting of the Board at which a quorum is present, the Board by majority vote can reinstate the Director.

(10) Vacancies

Vacancies shall be filled by majority vote of the remaining members of the Board of Directors and the Director filling the vacancy shall serve for the remainder of the term that was vacated. Vacancies shall be filled as soon as practical. Any Director may make nominations to fill vacant directorships.

(11) Compensation

Directors shall not receive any salaries or other compensation for their services, but, by resolution of the Board of Directors, may be reimbursed for any actual expenses incurred in the performance of their duties for the Corporation, as long as a majority of disinterested Directors approve the reimbursement. The Corporation shall not loan money or property to, or guarantee the obligation of, any Director or any entity in which a director has a “financial or personal interest” as defined in Article III (12) below.

(12) Disclosure of Conflicts of Interest

Whenever a director or officer or a family member of a director or officer has a financial or personal interest in any matter coming before the Board of Directors, such Director or officer shall (a) fully disclose the nature of the interest, and (b) withdraw from voting on the matter. Any matter before the board for which a director or officer has indicated a potential conflict of interest will be approved only when a majority of disinterested directors determine in good faith and with ordinary care that it is in the best interests of the Corporation to do so. The minutes of the meeting at which such votes are taken shall record the director or officer’s disclosure of a conflict of interest, their abstention from voting, and the Board of Director’s rationale for approving the matter. For purposes of this provision, the term “financial or personal interest” shall include, besides personal interest, interest as director, officer, member, stockholder, shareholder, partner, manager, trustee or beneficiary of any corporation, association, trust, partnership, limited liability entity, firm, or other entity other than the Corporation. For purposes of this provision, the term “family member” means the spouse, parent, child, spouse of a child, brother, sister, or spouse of a brother or sister.

(13) Gifts

The Board may accept on behalf of the Corporation, any contribution, gift, bequest, or devise for the general purposes or for any special purposes of the Corporation.

(14) Ex-Officio Members

A majority of the Board may appoint ex-officio members of the Board.

This type of membership shall consist of partners with an interest or impact in the branding, marketing, and sales of Bastrop and its region.

Ex-Officio members are non-voting members and his or her participation shall not count towards a quorum.

ARTICLE IV
Committees

(1) Executive Committee

The officers of the Board of Directors and the President/CEO of the Corporation constitute the Executive Committee. The President/CEO is an ex-officio member. The Executive Committee shall act for and on behalf of the Board of Directors when the Board is not in session but shall be accountable to the Board for its actions. The Executive Committee may exercise all the powers and authority of the Board between meetings except the following: to alter or amend the Articles of Incorporation or these Bylaws; to approve any action requiring, under the laws of the State of Texas, the approval of the full board; or to fill vacancies on the Board.

(2) Standing Committees & Task Forces

Standing Committees of the Board shall include, but not be limited to, Nominating and Budget & Finance. All Standing Committees shall be made up of no less than a supermajority of board members. The Chair, with the approval of the Board of Directors, shall appoint all Standing Committees and committee Chairs.

Task Forces, designed to analyze and research issues on behalf of the board, may be created and dissolved as needed. The Chair, with the approval of the Board of Directors, shall appoint all Task Forces.

(3) Advisory Committees

Advisory Committees and Task Forces may be created as deemed necessary to assist the Board in carrying out the mission of the corporation. Membership in Advisory Committees shall be made up of no less than a supermajority of non-board members. The Executive Director, with the approval of the Board of Directors, shall establish Advisory Committees as needed when additional counsel from the corporation's stakeholders is desired.

ARTICLE V
Board Meetings

(1) Meeting of Directors

- a. The Board shall annually set regular meeting dates and times at such place or places and time in the corporate city limits as the Board may determine; provided, however, in the absence of any such determination

- by the Board or in the event of a conflict, the Board chair shall select a reasonable place in which to hold the meeting.
- b. The Board shall meet no less than six times a year.
 - c. The annual meeting of the Board shall be held at a date and time determined by the chair.
 - d. The chair in consultation with the vice-chair and President/CEO may call a special meeting of the Board.
 - e. A majority of the Board may call a special meeting of the Board.
 - f. Directors shall be expected to regularly attend all Board meetings. Special consideration can be granted for absences for good cause.
 - g. Any Director may request an item be placed on the agenda by delivering the same in writing to the President/CEO no later than ten (10) days prior to the date of the Board meeting.

(2) Open Meetings Act

All meetings and deliberations of the Board shall be called, convened, held and conducted, in accordance with the requirements of the Texas Open Meetings Act.

(3) Notice of Board Meetings

Notice of the date, time, and place of Regular Meetings shall be given to each board member by regular mail, telephone (including voice mail), facsimile, or e-mail no less than five (5) days prior to the meeting. Notice of the date, time, and place of special meetings shall be given to each board member using the same methods, but with no less than 3 days' notice prior to the meeting, with the exception of special meetings held to amend the Certificate of Formation or bylaws, for which a fifteen (15) day written notice by mail or e-mail shall be required specifying the proposed amendment.

(4) Waiver of Notice

Attendance by a Director at any meeting of the Board of Directors for which the Director did not receive the required notice will constitute a waiver of notice of such meeting unless the Director objects at the beginning of the meeting to the transaction of business on the grounds that the meeting was not lawfully called or convened.

(5) Quorum

A majority of the incumbent Directors shall constitute a quorum for the purposes of convening a meeting or conducting business. At Board meetings where a quorum is present, a majority vote of the Directors attending shall constitute an act of the Board unless a greater number is required by the Certificate of Formation or by any provision of these bylaws.

(6) Proxy Voting

Proxy voting is not permitted.

(7) Conduct of Business

- a. At the meetings of the Board, matters pertaining to the business of the Corporation shall be considered in accordance with the rules of procedure as from time to time may be prescribed by the Board by resolution.
- b. At all meetings of the Board, the chair shall preside and, in the absence of the chair, in the order of availability, the vice-chair, the treasurer or the secretary shall exercise the powers of the chair.

(8) Committees of the Board

The Board may constitute from time to time committees of the Board that are deemed necessary or appropriate. No such committee shall have independent authority to act for or in the stead of the Board.

ARTICLE VI
Officers

(1) Roster of Officers

The Corporation shall have a Chair, Vice-Chair, Secretary, and Treasurer. The Corporation may have, at the discretion of the Board of Directors, such other officers as may be appointed by the Directors. One person may hold two or more offices, except those serving as Chair or Vice Chair.

(2) Election of Officers

All officers shall be elected to a one-year term. The nominating committee shall nominate candidates to present to the Board. The election shall be conducted in the fourth quarter of the fiscal year and following the election of the new Directors filling expired terms, or as soon as practical thereafter. Officers shall remain in office until their successors have been selected. Officers are limited to two (2) consecutive terms which may be extended to three (3) terms by a two-thirds

majority vote of Directors at a meeting where a quorum exists. The election of officers shall be by majority vote of the Board of Directors attending the meeting.

(3) Vacancies

If a vacancy occurs during the term of office for any elected officer, the Board of Directors shall elect a new officer to fill the remainder of the term as soon as practical, by majority vote.

(4) Chair

- a. The Chair will act as the principal officer of the Corporation and will supervise and control the affairs of the Corporation and shall exercise such supervisory powers as may be approved by the Board.
- b. The Chair will perform all duties incident to such office and such other duties as may be provided in these bylaws or as may be prescribed from time to time by the Board. The Chair shall preside at all board meetings and shall exercise parliamentary control in accordance with Robert's Rules of Order.
- c. The Chair shall serve as an ex-officio member of all standing committees, unless otherwise provided by the Board or these bylaws.
- d. The Chair shall, with the advice of the Board and in accordance with the requirements of these bylaws, set the agenda for each meeting of the Board of Directors.

(5) Vice Chair

- a. The Vice Chair shall act in place of the Chair in the event of the Chair's absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.
- b. The Vice Chair shall serve as the parliamentarian and advise the Chair on the proper conduct of meetings as required.

(6) Secretary

- a. The Secretary will perform all duties incident to the office of Secretary and such other duties as may be required by law, by the Certificate of Formation, or by these bylaws.
- b. The Secretary shall attest to and keep the bylaws and other legal records of the Corporation, or copies thereof, at the principal office of the Corporation.
- c. The Secretary shall take or ensure that someone takes minutes of all meetings of the committees and Board of Directors, and shall keep copies of all minutes at the principal office of the Corporation.
- d. The Secretary shall keep a record of the names and addresses of the Directors at the principal office of the Corporation.
- e. The Secretary shall, with the approval of the Board of Directors, set up procedures for any elections held by the Corporation. The Secretary shall keep a record of all votes cast in such elections.

- f. The Secretary shall ensure that all records of the Corporation, minutes of all official meetings, and records of all votes, are made available for inspection by any member of the Board of Directors at the principal office of the Corporation during regular business hours.
- g. The Secretary shall see that all notices are duly given in accordance with these bylaws or as required by law.
- h. The Secretary shall see that all books, reports, statements, certificates, and other documents and records of the Corporation are properly kept and filed with copies maintained at the principal office.
- i. In the case of the absence or disability of the Secretary, or the Secretary's refusal or neglect to fulfill the duties of Secretary, the Vice Chair shall perform the functions of the Secretary.

(7) Treasurer

- a. The Treasurer will keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the corporation.
- b. The Treasurer will ensure the books of account are open to inspection by any Director(s) at all reasonable times.
- c. The Treasurer will ensure a financial statement and report of financial affairs of the Corporation is provided to the Board at meetings.
- d. The Treasurer shall keep, or cause to be kept, all financing records, books, and annual reports of the financial activities of the Corporation at the principal office of the Corporation and make them available at the request of any Director.
- e. Such office may be combined with that of Secretary or Vice Chair.

(8) Assistant Secretaries and Assistant Treasures

The Board may appoint assistant secretaries and assistant treasurers as it may consider desirable, who shall in general perform such duties as may be assigned to them by the Secretary or the Treasurer, or by the Chair or the Board. The assistant secretaries and assistant treasurers need not necessarily be Directors.

ARTICLE VII
Rules of Procedure

Robert's Rules of Parliamentary Procedure shall govern the proceeding and business of the Board of Directors unless otherwise provided herein.

ARTICLE VIII

Corporate Employees

(1) Number

The sole employee of the Corporation responsible to the Board of Directors shall be known as the President/CEO. Unless otherwise directed, the President/CEO shall attend all meetings of the Board. The President/CEO shall not be entitled to voting privileges at any of the aforesaid meetings. All other employees of the Corporation shall report to the President/CEO, who is hereby empowered to hire and fire employees as necessary to fulfill the objectives and purposes of the Corporation in accordance with the wishes of the Board.

(2) Discharge of President/CEO

The President/CEO may be discharged, with or without cause, by a vote of a two-thirds majority of all voting Directors and in accordance with the terms of his or her employment contract with the Corporation. A replacement may then be appointed by a vote of the majority of all voting Directors.

(3) Executive Director

- a. The Board shall employ an Executive Director, who shall be the Chief Executive Officer of the Corporation and who shall serve at the will and pleasure of the Board.
- b. The Executive Director shall have responsibility for all day-to-day activities of the Corporation, and shall be responsible for all applicable administrative requirements of its Articles of Incorporation, these Bylaws, and the Act.
- c. The Executive Director may have a staff to assist in the carrying out of his responsibilities.
- d. The Board shall develop a job description for the Executive Director position, a performance review schedule and criteria for review, and shall review the performance of the Executive Director based upon the schedule and criteria.
- e. The Executive Director and staff shall be required to follow all other current Personnel Policies of the City of Bastrop, and for such purposes, the Executive Director shall be under the same provisions as those for the City Manager.

ARTICLE IX
Operations and Fiscal Management

(1) Execution of Documents

Unless specifically authorized by the Board of Directors or as otherwise required by law, all final contracts, deeds, conveyances, leases, promissory notes, or legal written instruments executed in the name of and on behalf of the Corporation shall be signed and executed by the Chair or President/CEO (or such other person designated by the Board of Directors), pursuant to the general authorization of the Board. All conveyances of land or mineral interests by deed shall be signed by the Chair or President/CEO or two other members of the Executive Committee as defined in Article IV and must be approved by the Board of Directors. A person who holds more than one office in the Corporation may not act in more than one capacity to execute, acknowledge, or verify an instrument required by law to be executed, acknowledged, or verified by more than one Officer.

(2) Disbursement of Funds

Upon approval of the budget, the President/CEO is authorized to make disbursements on accounts and expenses provided for in the budget without additional approval of the Board of Directors. Disbursement shall be by check with signature of either two of the following: Chair, Vice Chair, Secretary, Treasurer, President/CEO, or other board members designated as signatures on the account, or by check under such guidelines set by the board in accordance with the policy on office and financial procedures adopted by the Board or as may be amended from time to time.

Notwithstanding the above, all checks of more than \$1500 disbursing funds from any of the Corporation's accounts shall require the signatures of at least two of the following: Chair, Vice Chair, Secretary, Treasurer or President/CEO.

(3) Books, Records and Accounts

The Corporation under the direction of the Finance Committee will keep correct and complete financial records and will also keep minutes of the proceedings of the Board meetings and Committees. The books shall be kept with detailed accounts, in chronological order, or receipts, expenditures, and other transactions of the Corporation.

(4) Inspection of Books and Records

All books and records of this Corporation may be inspected by any Director for any purpose at any reasonable time on written demand.

(5) Amendments

The Board of Directors may adopt amendments to the Certificate of Formation by a vote of two-thirds of Directors present at a meeting where a quorum is present. The bylaws may be amended at any time by a vote of two-thirds of Directors at a meeting where a quorum is present.

(6) Fiscal Year

The fiscal year of the Corporation shall be the same as the fiscal year of the City.

(7) Audit

Thirty (30) days prior to the close of each fiscal year, the books and records of the Corporation shall be audited or reviewed by an independent Certified Public Accountant whose report shall be prepared and certified in accordance with generally accepted auditing standards.

(8) Notices

Whenever, under provision of these By-laws, notice is required to be given to any Director or Officer it shall not be construed to mean personal notice, but such notice shall be given in writing by mail as shown upon the books of the Corporation, via electronic mail, and/or posted on a designated web site to each Director or Officer at their address as they appear upon the books of the Corporation, or any other known address to such Director or Officer and such notice shall be deemed to be given at the time the same shall be thus mailed, sent or displayed on the designated website. Any Director or Officer may waive any notice required to be given under these By-Laws.

(9) Severability

In the event that any part of provision of these By-laws shall be adjudged unlawful or unenforceable under Texas law; the remainder of the Bylaws shall nonetheless survive and remain in full force and effect.

ARTICLE X

Insurance for and Indemnification of Directors and Officers

(1) Insurance

The Corporation shall maintain insurance coverage that satisfies all requirements of Bastrop, Texas statutory or decisional law for Directors of a corporation that is exempt from federal tax under Section 501(c) (6) of the Internal Revenue Code

of 1986, as amended, so that the Corporation's Directors are not personally liable for damages that are the result of the acts or omissions of the Corporation's Directors in providing services or performing duties on behalf of the Corporation. Nevertheless, a Director shall be liable for damages in any suit in which it is found that the Director acted with malice or gross negligence, to the extent that judgment for damages exceeds the Corporation's insurance coverage.

(2) Indemnification

The Corporation shall indemnify and hold harmless each of its Directors and Officers or his estate against any and all expenses and liabilities, including attorneys' fees, actually and necessarily incurred by him in connection with the defense of any action, suit or proceeding, civil criminal, administrative, or investigative action, in which he is made a party by reason of his being or having been a Director or Officer of the Corporation (whether or not a Director or Officer at the time such expenses and liabilities are imposed or incurred by him), except in relation to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for willful misconduct, gross neglect of duties or criminal acts in the performance of his duties as such Director or Officer. In the event of settlement of such action, suit or proceeding without adjudication, indemnity shall include reimbursement of amounts paid in settlement and expenses actually and necessarily incurred, including attorneys' fees, by such Director or Officer in connection therewith, but such indemnification shall be provided only if the Corporation is advised by its counsel that it is the opinion of such counsel that

- a. Such settlement is for the best interest of the Corporation; and
- b. The Director or Officer conducted him or herself in good faith and reasonably believed that this conduct was in the best interest of the Corporation and, with respect to a criminal proceeding, the Director or Officer had no reasonable cause to believe his action was unlawful. Such right of indemnification shall not be deemed exclusive of any other right, or rights, to which the Director or Officer may be entitled under By-laws, agreement or otherwise.

(3) Right to Reimburse Witness

Nothing in this section shall limit the Corporation's power to pay or reimburse expenses incurred by a Director or Officer in connection with his appearance as a witness in proceeding when he has not been named a defendant or respondent in the proceeding.

ARTICLE XI
Dissolution

(1) Dissolution

Upon the dissolution of the Corporation's affairs, or upon the abandonment of the Corporation's activities due to its impracticable or inexpedient nature, all of the assets of the Corporation then remaining in the hands or possession of the Corporation shall be distributed, transferred, conveyed, delivered and paid over as follows:

- a. Every liability and obligation of the Corporation shall be paid and discharged or adequate provision of payment and discharge shall be made.
- b. Assets held by the Corporation subject to legally valid requirements for their return, transfer, or conveyance on dissolution or forfeiture shall be disposed of in accordance with these requirements.

ARTICLE XII
Miscellaneous Provisions

(1) Principal Office

- a. The principal office of the Corporation shall be located at (TBD) ,Bastrop, Texas.
- b. The Corporation shall have and shall continually designate a registered agent at its Registered Office, as required by the Act.

(2) Surety Bonds

The chair, vice-chair, and treasurer of the Board shall be given an official bond in the sum of not less than One Hundred Thousand and no/100 Dollars (\$100,000). The bonds referred to in this section shall be considered for the faithful accounting of all monies and things of value coming into the hands of such officers. The bonds shall be procured from some regularly accredited surety company authorized to do business in the State. The premiums shall be paid by the Corporation. A copy of each officer's bond shall be filed with the Secretary of State.

(3) Legal Construction

These Bylaws shall be construed in accordance with the laws of the State of Texas.

ARTICLE XIII
Effective Date and Approval

(1) Effective Date

These Bylaws shall become effective upon the occurrence of the following events:

- a. the adoption of these Bylaws by the Board

CERTIFICATION

I hereby certify that these bylaws were adopted by the Board of Directors of **BASTROP TX DESTINATION MARKETING ORGANIZATION, INC.** at its meeting held on _____.

Chair

Vice Chair

Secretary



STAFF REPORT

MEETING DATE: July 25, 2017

AGENDA ITEM: 6B

TITLE:

Receive presentation on the unaudited Monthly Financial Report for the period ending June 30, 2017.

STAFF REPRESENTATIVE:

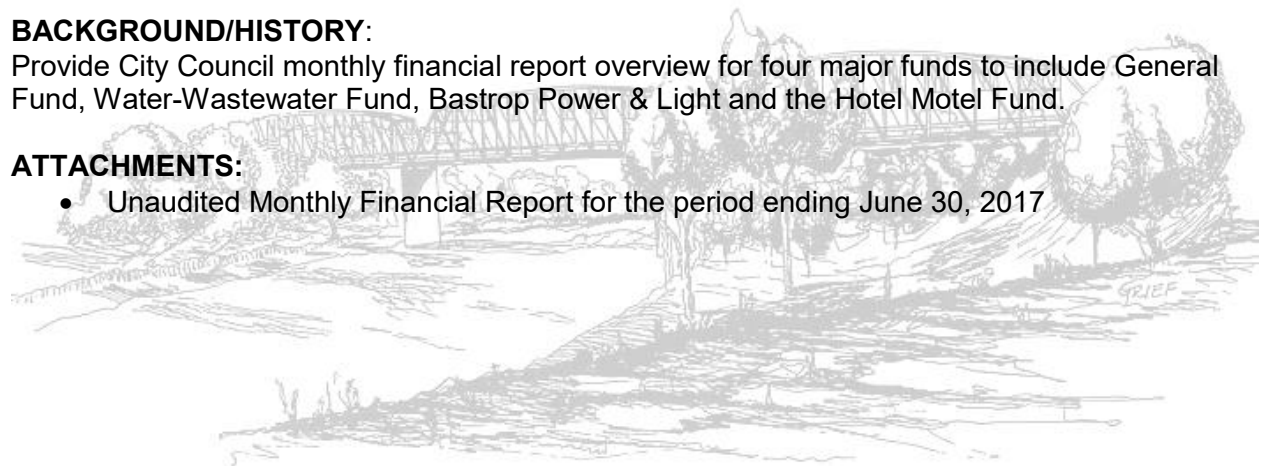
Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

Provide City Council monthly financial report overview for four major funds to include General Fund, Water-Wastewater Fund, Bastrop Power & Light and the Hotel Motel Fund.

ATTACHMENTS:

- Unaudited Monthly Financial Report for the period ending June 30, 2017



CITY OF BASTROP, TEXAS

MONTHLY FINANCIAL REPORT FOR PERIOD ENDING June 30, 2017



Highlights for this reporting period as of June 30, 2017

General Fund:

- City Economic Development Incentives:

<u>Agreement with</u>	<u>Effective Date</u>	<u>Original Amount</u>	<u>Remaining Balance YTD</u>
Schulman Theaters	March 7, 2012	\$200,000 or 7 Years	\$46,139
Bastrop Retail Partners (Burleson Crossing)	August 30, 2007	\$7,370,694 or 15 Years	\$2,862,485

Legal fees by Attorney/Category

AS OF June 30, 2017

FIRM	CASE	FY14-15	FY15-16	FY16-17
JC BROWN				
	General Legal	\$ 335,518	\$ 279,242	\$ -
	Water permit	\$ 16,698	\$ 39,856	\$ -
	Vandiver	\$ 10,356	\$ 9,275	\$ -
BUNDREN				
	Pine Forest Interlocal	\$ 89,738	\$ 700,800	\$ 27,811
	Vandiver	\$ 3,393	\$ 79,951	\$ 2,343
	Aqua CCN	\$ 13,005	\$ 21,735	\$ 12,898
	Red Light Camera Sui	\$ 5,822	\$ 60,279	\$ -
TERRELL LAW FIRM				
	Water permit	\$ 61,015	\$ 482,815	\$ 37,170
Reimburse Council				
	General Legal	\$ -	\$ -	\$ 6,939
DAVID BRAGG, P.C.				
	General legal	\$ -	\$ 8,603	\$ 38,768
	Vandiver	\$ -	\$ -	\$ 8,660
	Water Permit	\$ -	\$ -	\$ 2,900
	Pine Forest Interlocal			\$ 2,860
TAYLOR, OLSON, ADKINS, SRALLA & ELAM, LLP				
	Red Light Camera Sui	\$ -	\$ 1,246	\$ 443
Total Legal		\$ 535,544	\$ 1,683,801	\$ 140,792

Row Labels	Sum of FY14-15	Sum of FY15-16	Sum of FY16-17
Aqua CCN	\$ 13,005	\$ 21,735	\$ 12,898
General Legal	\$ 335,518	\$ 287,845	\$ 45,706
Pine Forest Interlocal	\$ 89,738	\$ 700,800	\$ 30,671
Red Light Camera Suit	\$ 5,822	\$ 61,525	\$ 443
Vandiver	\$ 13,749	\$ 89,226	\$ 11,003
Water permit	\$ 77,713	\$ 522,671	\$ 40,070

CITY OF BASTROP
SUMMARY OF REVENUES AND EXPENDITURES
AS OF June 30, 2017

Fiscal year 2017 is 9 month or 75% completed

	FY 16-17 Budget*	FY 16-17 YTD Actual	% of Budget
Revenues			
General Fund	\$ 10,297,361	\$ 8,534,212	83%
W/WW Fund	\$ 4,539,243	\$ 3,641,239	80%
Electric Fund	\$ 6,999,250	\$ 4,901,131	70%
Hotel Motel Fund	\$ 2,882,000	\$ 1,967,398	68%
Expenditures			
General Fund	\$ 11,449,207	\$ 7,735,185	68%
W/WW Fund	\$ 5,874,335	\$ 3,171,671	54%
Electric Fund	\$ 7,546,181	\$ 4,673,854	62%
Hotel Motel Fund	\$ 1,774,742	\$ 1,522,510	86%

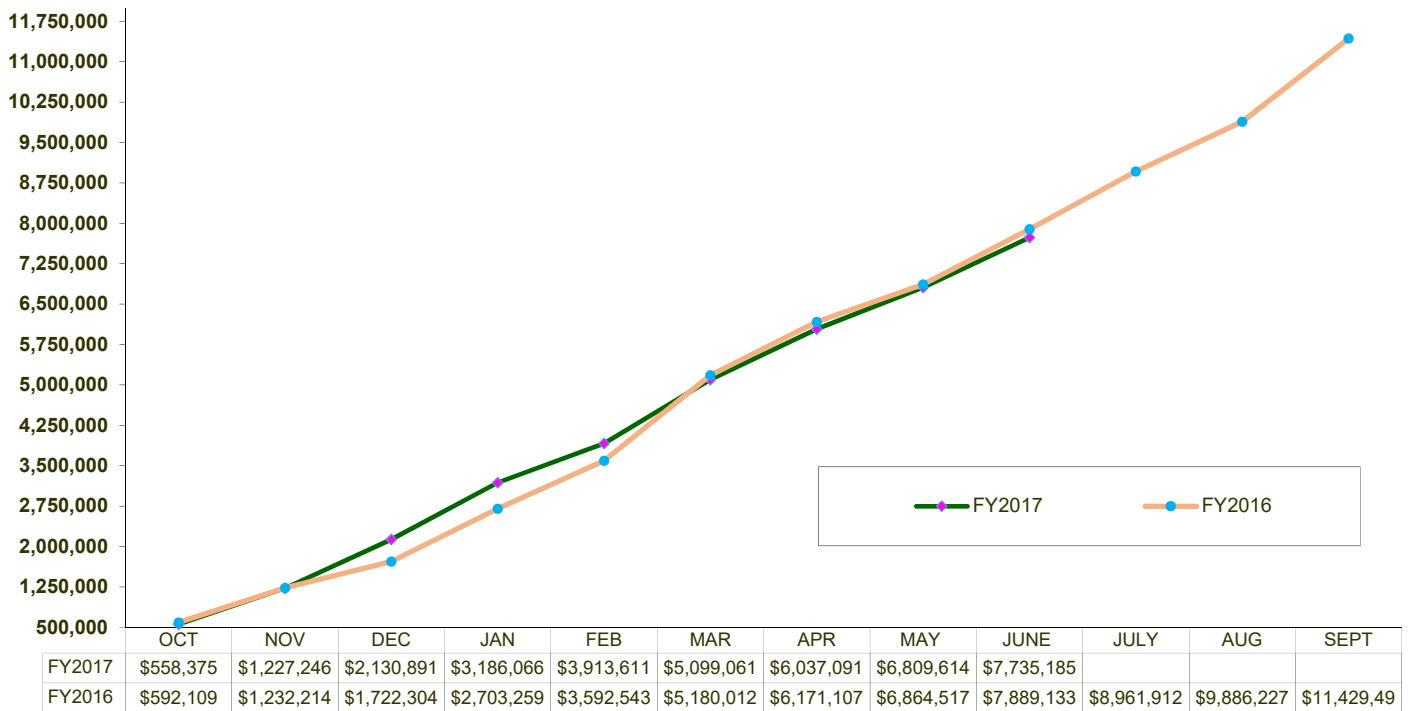
*Budget amounts reflect any budget **amendments** approved by Council during the Fiscal Year

GENERAL FUND REVENUE & EXPENDITURES AS OF June 30, 2017

FY 2016 & 2017 Revenues



FY 2016 & 2017 Expenditures

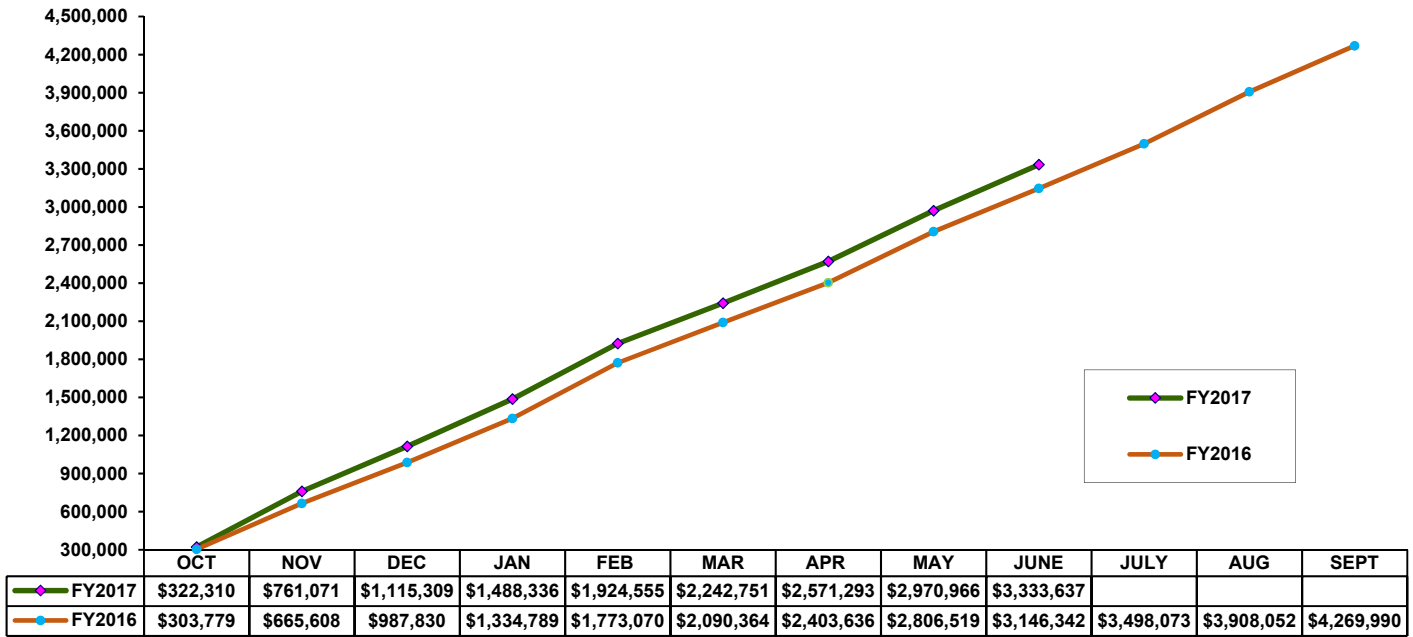


GENERAL FUND REVENUE

AS OF June 30, 2017

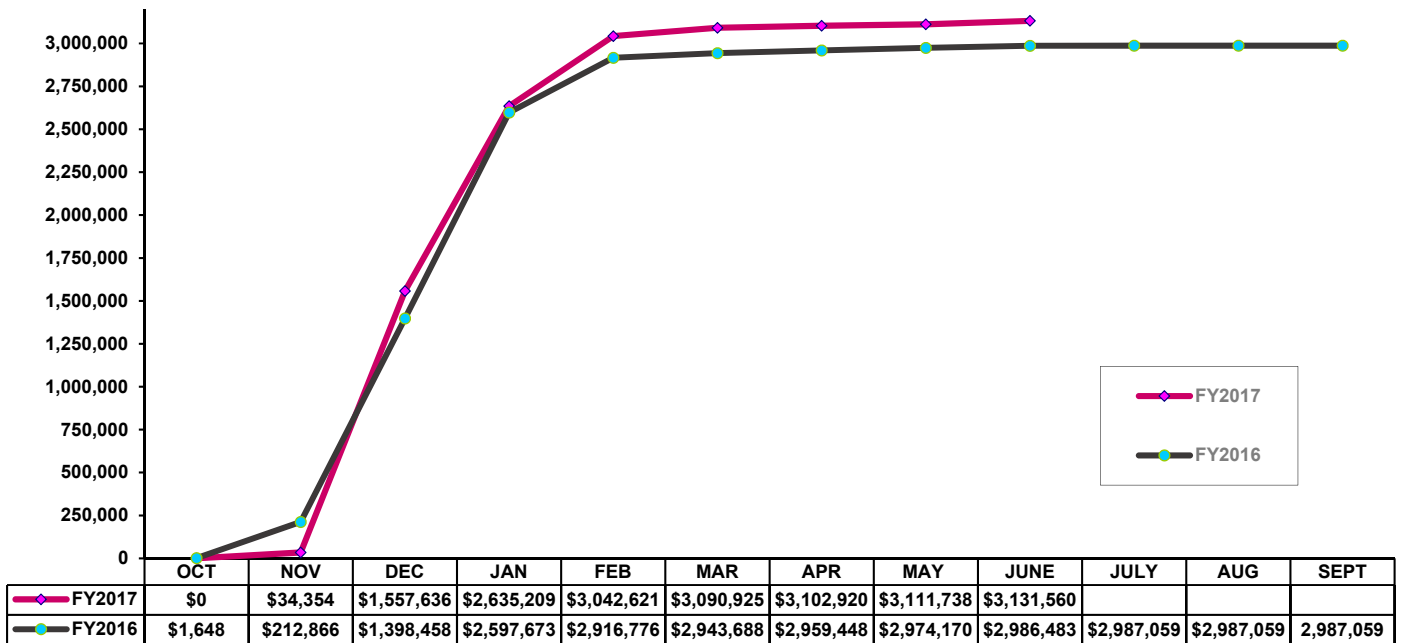
FY2017 Budgeted \$4,456,850

Sales Tax



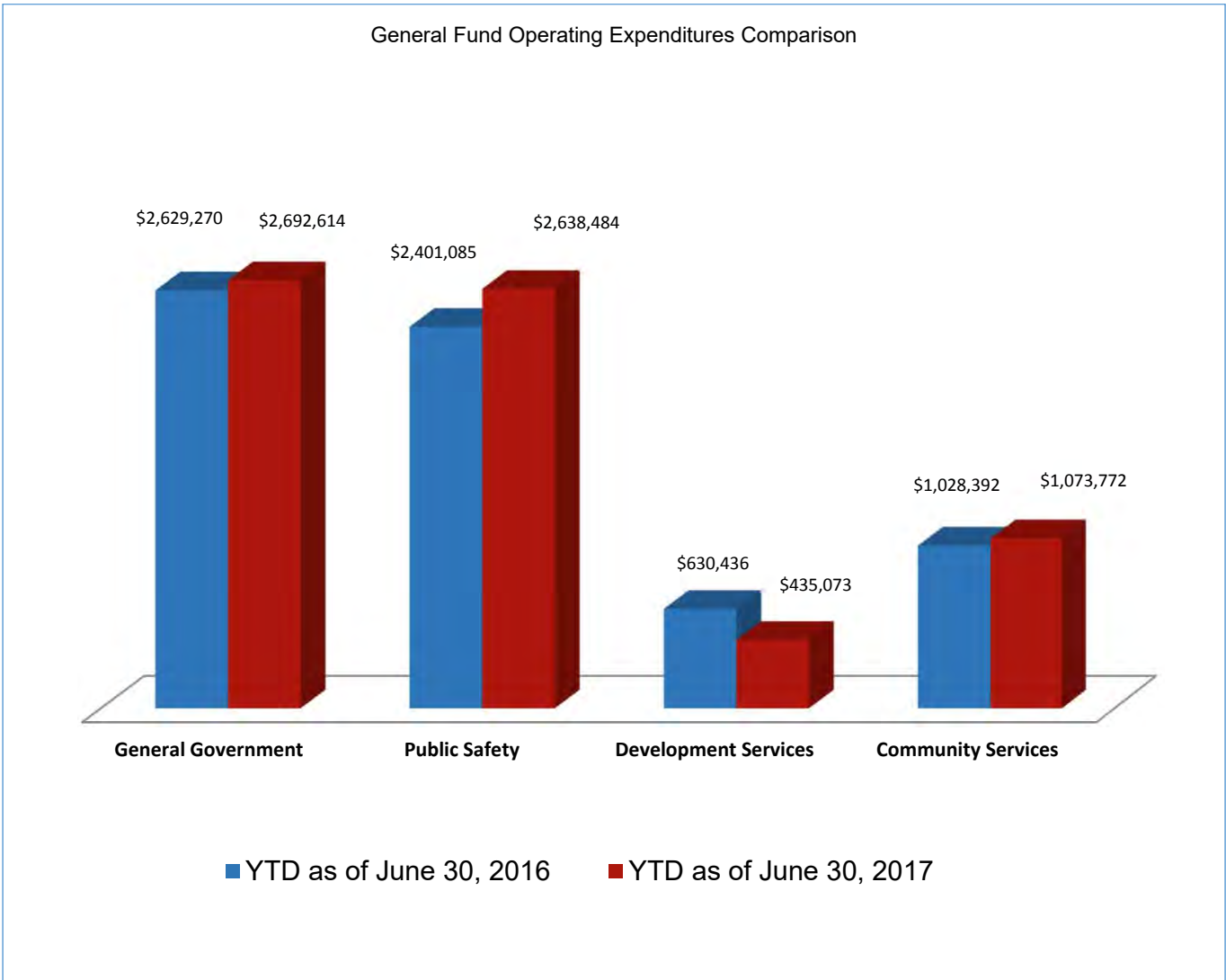
Ad Valorem Taxes

FY2017 Budget \$3,131,361



GENERAL FUND EXPENDITURES

AS OF June 30, 2017

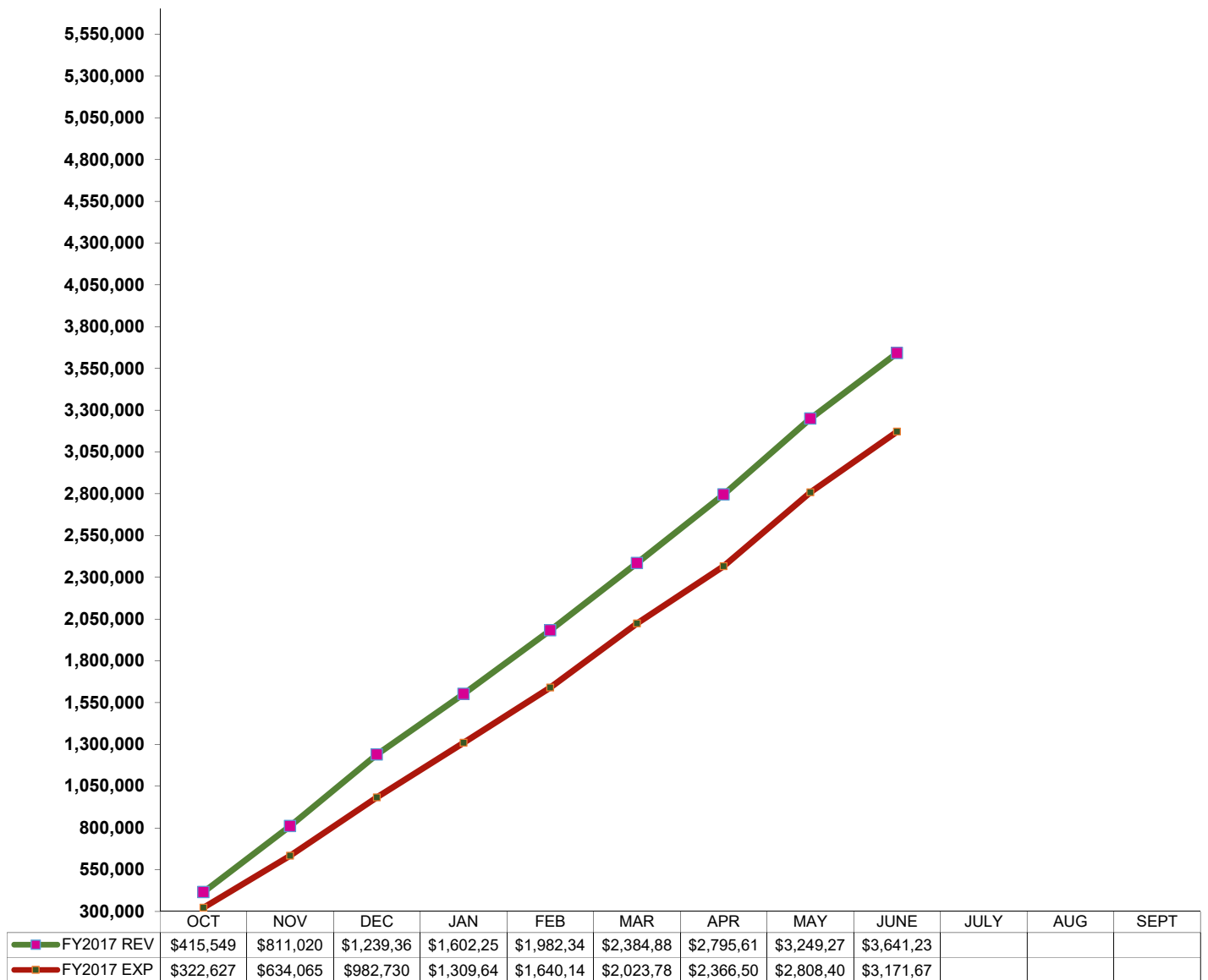


- General Government includes Legislative, Organizational, City Manager, City Secretary, Finance, Human Resources, Information Technology, Public Works, and Building Maintenance
- Public Safety includes Police Department, Fire Department, and Municipal Court
- Development Services includes the Planning Department
- Community Services includes Recreation, Parks, and Library

WATER WASTEWATER FUND REVENUE & EXPENDITURES

AS OF June 30, 2017

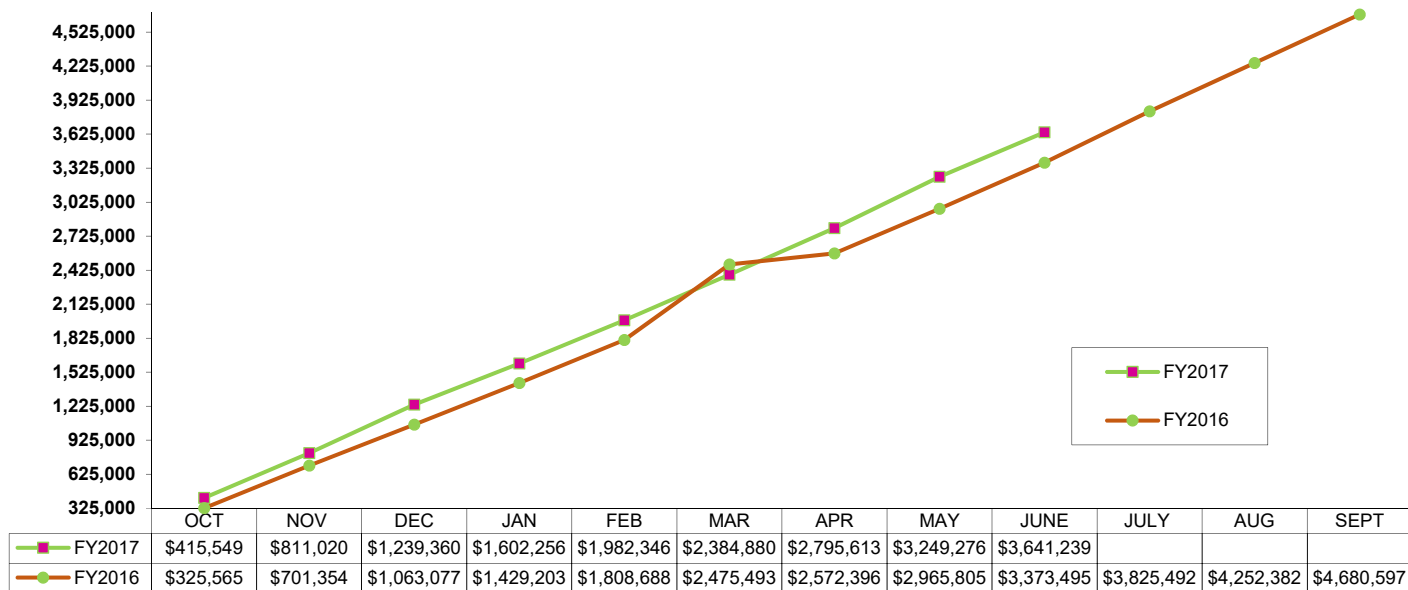
❖ Water/ Wastewater Fund Revenues Year-to-date (YTD) as of June 30, 2017 are \$3,641,239 or 80% of the budgeted amount



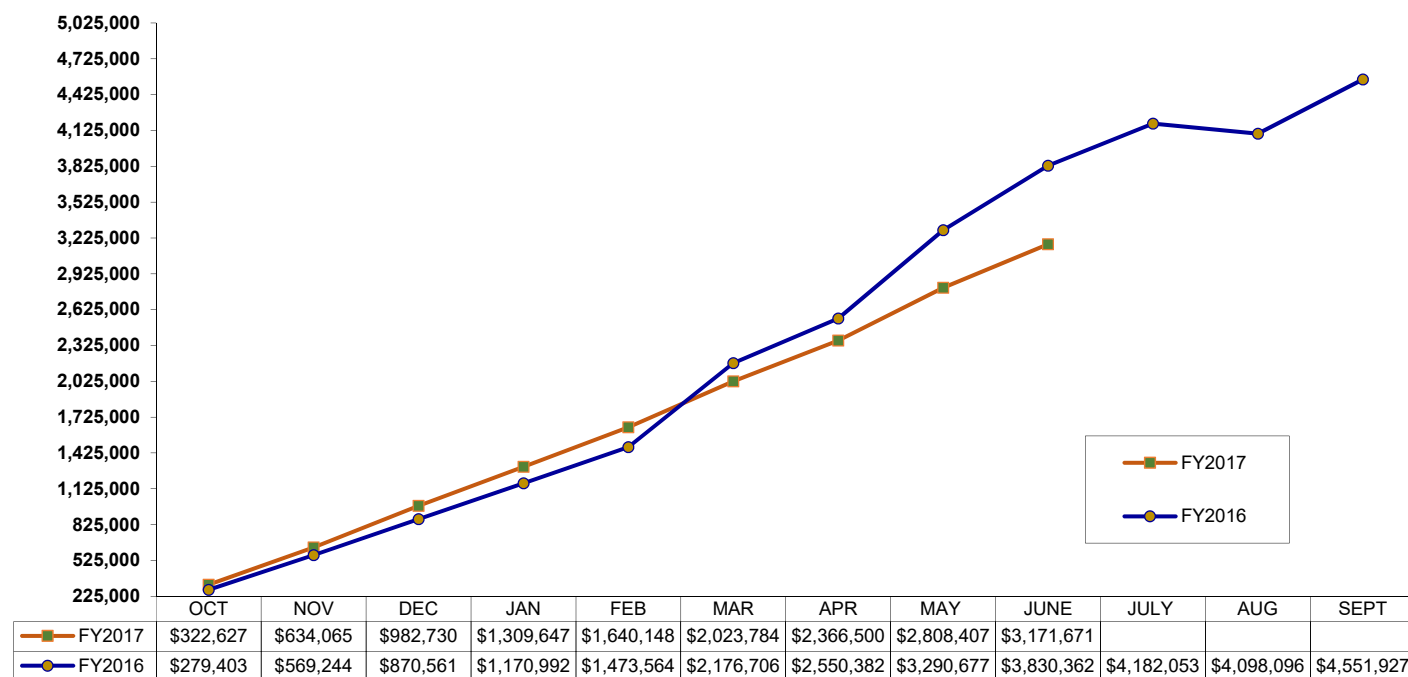
WATER WASTEWATER FUND REVENUE & EXPENDITURES

AS OF June 30, 2017

FY 2016 & 2017 Revenues



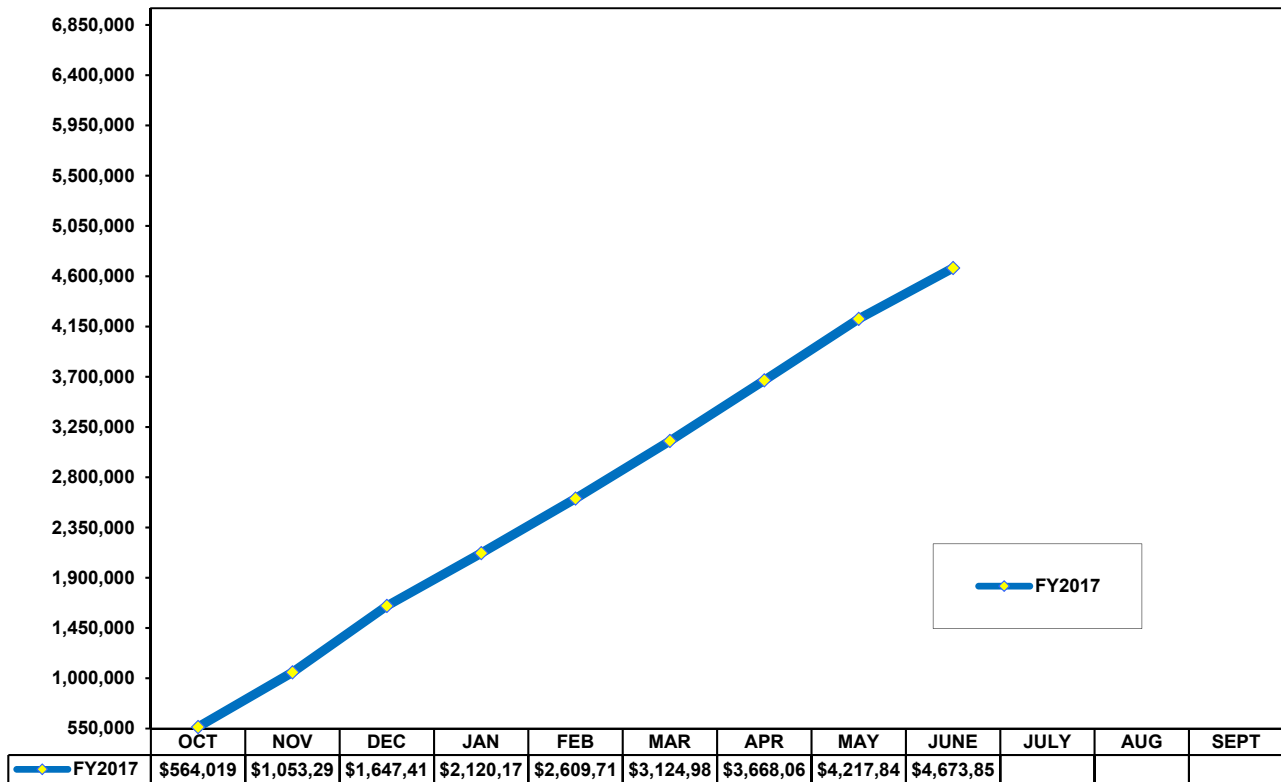
FY 2016 & 2017 Expenditures



BASTROP POWER AND LIGHT / ELECTRIC FUND REVENUE

AS OF June 30, 2017

- ❖ Electric Fund Revenues Year-to-date (YTD) as of June 30, 2017 are \$4,901,131 or 70% of the FY2017 adopted budget.



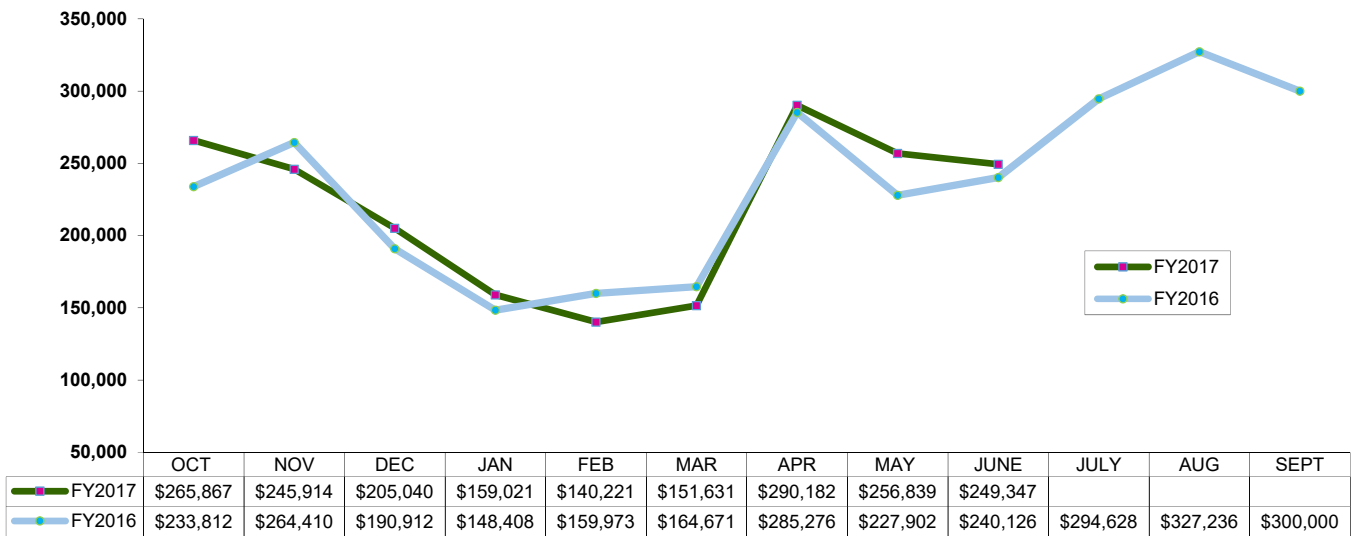
HOTEL MOTEL TAX REVENUE FUND

REVENUE AND EXPENDITURES

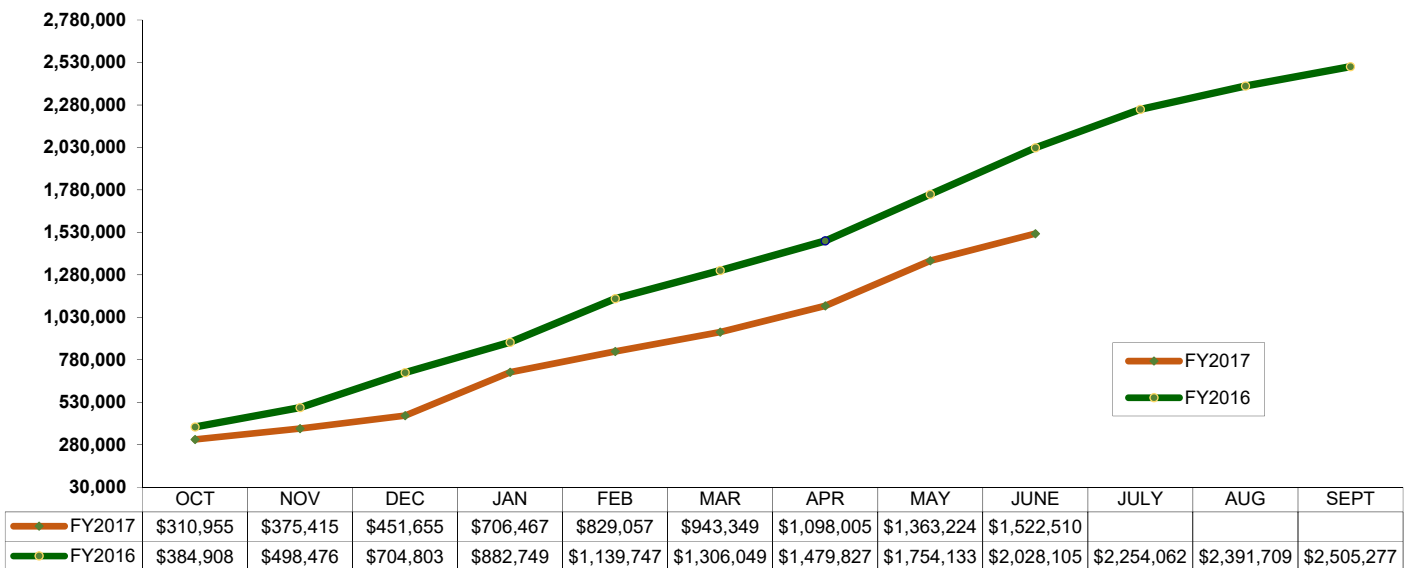
AS OF June 30, 2017

- ❖ Revenues as of June 30, 2017 represent YTD earned revenue of \$1,967,398. Due to a timing issue the revenue earned in October is an estimate.
- ❖ Expenses in October are increased due to the one-time disbursement of funds to Hotel Motel funded organizations.

Revenue (Month to Month comparison)



Expenses (YTD comparison)



FINANCIAL STATEMENT REPORTS ARE ATTACHED:

- General Fund
- Water/ Wastewater Utility Fund
- Hotel Motel Fund



STAFF REPORT

MEETING DATE: July 25, 2017

AGENDA ITEM: 6C

TITLE:

Receive presentation from Organizations applying for FY2018 Hotel Tax Funding.

STAFF REPRESENTATIVE:

Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

The organizations applying are:

- Bastrop Chamber of Commerce
- Bastrop County Historical Society
- Bastrop County Women's Shelter dba Family Crisis Center
- Bastrop Homecoming
- Bastrop Juneteenth
- Bastrop Opera House
- Blue Flame Car and Motorcycle Show
- Keep Bastrop County Beautiful
- Lost Pines Leathernecks Detachment 1384
- Tough Mudder

POLICY EXPLANATION:

The City of Bastrop Hotel Motel Tax Use Policy states:

- Section V., C. "Application Process", *"The applicant will be requested to present the funding request to the City Council."* and
- Section V., F. "Evaluation of Applications", (2) *"If the application is found to be complete, the request will be brought forward to the City Council for consideration. The organization will be requested to be present during Council consideration to provide more information and/or clarification."*

FUNDING SOURCE:

Hotel Tax Fund

RECOMMENDATION:

ATTACHMENTS:

- Applications

CITY OF BASTROP
2018 HOTEL OCCUPANCY TAX FUNDING APPLICATION

ORGANIZATION INFORMATION:

<u>Bastrop Chamber of Commerce</u>	<u>6/29/2017</u>
Official Name of Organization	Date
<u>Becki Womble, IOM</u>	<u>bwomble@bastropchamber.com</u>
Contact Person	E-mail
<u>927 Main Street</u>	<u>5123030558</u>
Organization Address	Phone Number
<u>www.bastropchamber.com</u>	
Website Address	

Is your Organization:

<input type="checkbox"/> 501(c)3	Other (provide description) <u>501(c)6</u>	Tax ID# <u>740101825</u>
<u>\$ 81,035.00</u>	<u>\$ 32,165.00</u>	
Total Amount Requested	Total Amount Granted prior year	

Provide a brief description of your organization's mission:

"The Mission of the Bastrop Chamber of Commerce is to improve the economy of Bastrop and thereby, the quality of life for all its citizens through economic, community, and leadership development."

- Required Attachments:**
- 1) Last fiscal year's financial statement (profit & loss statement) for your organization as a whole ✓
 - 2) Proposed Budget FY2018 (10/01/2017 - 09/30/2018) itemized detail relevant to HOT fund revenue requesting ✓
 - 3) Copy of 501 (c) letter from Internal Revenue Service (if applicable) ✓
 - 4) Event Planning Timeline (if applicable) ✓
 - 5) Identify other sources of funding ✓
 - 6) List of all Board Members ✓
 - 7) ALL ATTACHMENTS SHOULD BE PROVIDED IN 8.5" X 11" SIZE; NO OTHER ATTACHMENTS ACCEPTED

CITY OF BASTROP
2018 HOTEL OCCUPANCY TAX FUNDING APPLICATION

EVENT OR PROJECT INFORMATION

(COMPLETE A SEPARATE FORM FOR EACH EVENT)

Project Number

1 of 1

Bastrop Chamber of Commerce	2018
Name of Organization	Fiscal Year of Request
27th Annual Patriotic Festival	6/30/2018
Name of Event or Project	Date of Event or Project
\$ 81,035.00	Fisherman's Park
Amount Requested	Primary Location of Event or Project
8,000.00	26
Expected Attendance	How many years have you held this Event or Program
0.00%	20.00
Percentage of attendance that will be staying overnight in hotels	Estimated number of hotel room nights that will be generated by the Event

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

The Holiday Inn, Hampton Inn, Quality Inn and Comfort Inn were unable to supply the Chamber with data on hotel stays for July 1 & 2, 2016. NOTE: Please see last year's documentation/comments from hotel owners.

We have been proactive and this year volunteers are physically going through the crowds on July 1, 2017 to collect information such as names, phone numbers, zip codes, how they heard about the event and if the individuals are staying in a local hotel. The reward for supplying information this information will be a \$250 VISA gift card. (sample form attached)

Do your promotional materials/website note area lodging facilities that can host participants? YES NO

Tell us about your event or project:

Chamber staff, board and volunteers are already gearing up for 27TH ANNUAL PATRIOTIC FESTIVAL and we only just finished the 2017 event!

The festival was expanded into two-days in 2017 with even more family friendly fun for everyone. The Patriotic Festival is set to take place Friday, June 29th and Saturday, June 30th in 2018. We are thrilled that we are able to build on the Patriotic Festival's success from 2017 and make the event an entire weekend of family fun, celebrating our nation's independence and our wonderful Bastrop community. Just like past years the Austin Symphonic Band will perform before the largest display of fireworks in the area taking place on the banks of the beautiful Colorado River, in Fisherman's Park, located in downtown Bastrop.

Our patriotic fun will begin on Friday evening with the 2nd Annual RUN, White & Blue 5k Glow Run. The inaugural 5k Run saw more than 180 runners from all over Central Texas its first year. This 5K is designed for families of all types, and ages to celebrate the spirit of freedom by getting a little exercise and enjoying our countries colors, Red, White & Blue. Following the run is a Street Dance in Fisherman's park featuring food, LIVE music, and fun for folks of all ages.

Saturday, June 30th Bastrop will turn red white and blue with a jammed packed schedule of activities. The fun kicks off at 10am in Fisherman's Park with a never seen before in Central Texas - SLIDE THE CITY!!! Together with the Bastrop Parks Department, Willow Street will turn into a slide the length of 3 Football Fields! This will bring people from across the state for this unique experience ONLY in Bastrop! We will still have activities like the petting zoo, sand volleyball games, Stilt Walkers, performers, children's activities, washer tournament, and domino tournament. We want to create an environment where there is something for everyone of all ages to enjoy. Festival goers are encouraged to bring their competitive spirit for some friendly competition for a good ol' Hot Pepper Eating Contest, Watermelon Spitting Context, Pie Eating Context, Leg Shaving Contest and everyone's favorite an all American Hot Dog Eating Contest. Registration forms for the contests and a complete schedule of activities will be available online soon at www.bastropchamber.com.

Again, the Bastrop Chamber of Commerce is excited to offer a shuttle service from the Convention Center parking lot but now beginning at 10am until 11pm. The Presentation of Colors will take place at 7:45 followed by the Austin Symphony Band. And everyone's favorite fireworks show will culminate the evening at 9:15pm. For more details on vendor, sponsorship, and attendee information call the Bastrop Chamber of Commerce at 512-303-0558, email info@bastropchamber.com or visit them online at www.bastropchamber.com

CITY OF BASTROP
2018 HOTEL OCCUPANCY TAX FUNDING APPLICATION

EVENT OR PROJECT INFORMATION

(COMPLETE A SEPARATE FORM FOR EACH EVENT)

Project Number
1.00 of 1.00


To qualify for financial assistance under the Hotel Occupancy Tax for Bastrop, the expenditure must satisfy Part One and at least ONE of the options in Part Two.

PART ONE - In order to be eligible to receive HOT Funding you must comply with State Law/Chapter 351 of the Tax Code. Revenues must be used to directly promote tourism and the convention and hotel industry. Which expenditure category from page 6 is most relevant to your project event? Please explain

Advertising, solicitations and promotions that attract tourists

**CITY OF BASTROP
2018 HOTEL OCCUPANCY TAX FUNDING APPLICATION**

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



Authorized Signature for the Applicant
Becki Womble, IOM

Name Printed or Typed

6/29/2017

Date
President / CEO

Title

Return completed application and attachments to:
City of Bastrop
Finance Department
P. O. Box 427
1311 Chestnut Street
Bastrop, Texas 78602

DEADLINE: 5:00 P.M., JUNE 30, 2017

Electronic/Facsimile submissions will not be considered.

**CITY OF BASTROP
2018 HOTEL OCCUPANCY TAX FUNDING APPLICATION**

ORGANIZATION INFORMATION:

Bastrop County Historical Society	6/30/2017
Official Name of Organization	Date
Kaye Sapikas	kaye@bchs1832.org
Contact Person	E-mail
904 Main St. Bastrop	5123030057
Organization Address	Phone Number
www.bastropcountyhistoricalsociety.com	
Website Address	

RECEIVED

JUN 30 2017

CITY OF BASTROP Tax ID# 741650053
FINANCE DEPARTMENT

Is your Organization:

Yes 501(c)3 Other (provide description) _____

\$ 38,778.00
Total Amount Requested

\$ 36,298.00
Total Amount Granted prior year

Provide a brief description of your organization's mission:

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

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

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

In addition, BCHS inspires Bastrop's youth through frequent student tours, coordinates authoritative speaker presentations four times a year, maintains a research library containing over 9,000 documents and assists in historical site preservation (Fairview Cemetery and Kerr Community Center). All of which add to the experience that residents, residents' family and friends and tourists enjoy. (See Attachment A)

Required Attachments:

- 1) Last fiscal year's financial statement (profit & loss statement) for your organization as a whole ✓
- 2) Proposed Budget FY2018 (10/01/2017 - 09/30/2018) itemized detail relevant to HOT fund revenue requesting ✓
- 3) Copy of 501 (c) letter from Internal Revenue Service (if applicable) ✓
- 4) Event Planning Timeline (if applicable) ✓
- 5) Identify other sources of funding ✓
- 6) List of all Board Members ✓
- 7) ALL ATTACHMENTS SHOULD BE PROVIDED IN 8.5" X 11" SIZE; NO OTHER ATTACHMENTS ACCEPTED

Attachment A

Promoting Heritage Tourism:

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

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

With the opening of our newest exhibits, BCHS is updating its museum brochure in Fall 2017 to include photos of those exhibits. We will need to update it again next year with the remaining exhibit.

Over the past year BCHS has sponsored five temporary exhibits – Rosenwald School, Hand Fans, McDade Pottery, Bastrop: Then & Now and the Ladies Reading Circle.

Through the museum, the society promotes Bastrop history by providing a variety of tours. All are available to local citizens, school children, and tourists.

BCHS made nine public presentations which included: Bastrop Rotary, Chamber of Commerce, Methodist Church Women's Fellowship Circle, Four Quarterly Meeting Presentations and Two Fairview Cemetery Tours. In addition, BCHS participates in all First Friday Art Walks with free admission to the museum.

Advertising

BCHS has a website and we have expanded our presence on social media with a Facebook page, a TripAdvisor page, and various internet listings on tourism related sites. BCHS maintains the Visit Bastrop website which provides a comprehensive listing of hotel, motel and bed and breakfast lodging in Bastrop.

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

CITY OF BASTROP

2018 HOTEL OCCUPANCY TAX FUNDING APPLICATION

EVENT OR PROJECT INFORMATION

(COMPLETE A SEPARATE FORM FOR EACH EVENT)

Project Number
1 of 2

Bastrop County Historical Society	2018
Name of Organization	Fiscal Year of Request
Promotion of Museum & Historic Preservation	Ongoing
Name of Event or Project	Date of Event or Project
\$ 30,233.00	904 Main St.
Amount Requested	Primary Location of Event or Project
9,000.00	65
Expected Attendance	How many years have you held this Event or Program
30.00%	2,700.00
Percentage of attendance that will be staying overnight in hotels	Estimated number of hotel room nights that will be generated by the Event

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

Visitors are asked to sign in and indicate whether they are visiting the museum and staying overnight. Located in the heart of the historic downtown area, the number of visitors to the museum from April 2016 – March 2017 was 8,203 with about 1/2 indicating they were here to visit the museum and 1/3 (2,700) indicating that they were spending the night.

With our upcoming presentation by author Andrew Torget, our partnership with the Veteran's Day Car Show, and highlighting The Lost Pines Christmas holiday activities (in addition to our own Holiday Homes Tour) we anticipate the number of visitors to the museum and visitor center to grow. During each activity, we will record the number of visitors and if they plan to spend the night in Bastrop.

Do your promotional materials/website note area lodging facilities that can host participants? YES NO

Tell us about your event or project:

Traditionally, BCHS has advertised the Museum in The Bastropian, Houston House and Home, Texas Highways and brochures that our visitor center distributes throughout the State of Texas through an exchange program. With the opening of at least 3 new exhibits this year, we need funding to promote the museum and Bastrop in publications, such as: Texas Monthly, radio stations, newspaper travel sections in Houston, Austin, San Antonio and Dallas. Museum ads would directly promote the Museum and Visitor Center and the opportunity to stay overnight in Bastrop. All ads would include a link to the Visit Bastrop website with a message saying "For local accommodations check out the lodging listing on visitbastroptx.com. Also, with the opening of these exhibits, BCHS will again need to update its museum brochure in the spring of 2018, to include photos of those exhibits. Approximately \$2,000.00 will be needed to fund the design and printing of this brochure.

We would like to target college towns such as College Station, Seguin, Georgetown, San Marcos, and Brenham to entice researchers and college students to visit Bastrop's museum. Our downstairs BCHS research library contains books, maps, publications and files on the history of Bastrop County – its towns, its communities, its historical homes and families. Cemetery records, family files and other documents are available for research. There is also an extensive photograph archive. Currently, one part time archivist is focused on preserving museum archives and collection management utilizing a software program to catalog over 5,884 documents and 3,944 photos of historical significance and to store and maintain over 1,662 objects and 459 books, so that they may be preserved for future generations and displayed to the public as part of rotating exhibits which draw visitors to the museum. A few years ago, BCHS received the Bastrop Advertiser's archived newspapers, including the issues that have not been digitized. This year we began the process of preserving those as they are a popular resource for researchers utilizing our archives.

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

From October 2016 – June 2017 we have had 94 research requests. This has increased from last year when we had 84 research requests from April 2015 – March 2016.

In addition to archival activities our Archivist has begun working with the "Imagine the Possibilities" program developed by Bastrop Main Street. She will be providing researched historical information on the 133 properties they listed. It is a two-year program.

Similarly, in response to a request from the landscape architects involved in the renovation project of Bob Bryant Park she has provided them with 30+ historic Bastrop events to be used in the proposed Art and Culture Walk.

The cost for the part time archivist is approximately \$12,000 a year. In addition to the part time staff member, BCHS archive volunteers provide nearly 850 hours annually.

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

Facilities Operations and Maintenance

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

CITY OF BASTROP
2018 HOTEL OCCUPANCY TAX FUNDING APPLICATION

EVENT OR PROJECT INFORMATION

(COMPLETE A SEPARATE FORM FOR EACH EVENT)

Project Number
1.00 of 2.00

To qualify for financial assistance under the Hotel Occupancy Tax for Bastrop, the expenditure must satisfy Part One and at least ONE of the options in Part Two.

PART ONE - In order to be eligible to receive HOT Funding you must comply with State Law/Chapter 351 of the Tax Code. Revenues must be used to directly promote tourism and the convention and hotel industry. Which expenditure category from page 6 is most relevant to your project event? Please explain

By their very nature, tours attract tourists to Bastrop and these tourists often support our downtown merchants and the hotel industry. Advertising and the quality of our tours promote new and repeat visitors. In addition, the Museum has a large number of exhibits along with a seasonal rotation of temporary exhibits. We are available to conduct tours for convention center attendees.

**CITY OF BASTROP
2018 HOTEL OCCUPANCY TAX FUNDING APPLICATION**

EVENT OR PROJECT INFORMATION

(COMPLETE A SEPARATE FORM FOR EACH EVENT)

Project Number
2 of 2

<u>Bastrop County Historical Society</u>	<u>2018</u>
Name of Organization	Fiscal Year of Request
<u>Tours</u>	<u>Ongoing</u>
Name of Event or Project	Date of Event or Project
<u>\$ 8,545.00</u>	<u>Museum & Visitor Center of BCHS</u>
Amount Requested	Primary Location of Event or Project
<u>800.00</u>	<u>35</u>
Expected Attendance	How many years have you held this Event or Program
<u>25.00%</u>	<u>200.00</u>
Percentage of attendance that will be staying overnight in hotels	Estimated number of hotel room nights that will be generated by the Event

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

Each year over 400 guests attend BCHS's Holiday Homes Tour. At the time of the Homes Tour ticket purchase attendees will be asked for their zip code and whether they are spending the night in Bastrop. In addition, we now have the capability for tickets to be purchased online which will provide an easy way to collect the information.

Do your promotional materials/website note area lodging facilities that can host participants? YES NO

Tell us about your event or project:

The BCHS Museum and Visitor Center gives tours to small and large groups who either schedule a tour or show up unannounced. Throughout the year, we conduct "Step-On" bus tours of the historic district including promotion of local hotels and bed and breakfast inns for groups ranging from 10 to 60 people. The following is a list of 2017 tours.

2017 Tours

Month/Year	Tour	# of Attendees	Arrived From	Type of Tour
11/16	Georgetown Seniors	14	Georgetown	Museum
12/16	Mary Anne Weber Group	21	Houston	Museum
01/17	Bellaire Seniors	30	Houston	Step-on
03/17	Elgin Middle Special Needs	22	Elgin ISD	Museum
03/17	Navidad Valley Comm. Seniors	40	Schulenburg	Museum
03/17	Faith Sisters	10	Bryan	Museum
04/17	Davis Academy Home Schoolers	20	Bastrop	Walking tour of Historic District
04/17	Navidad Valley Comm. Seniors	37	Schulenburg	Museum
05/17	United Daughters of Confederacy	12	Central Texas	Museum
05/17	BEST Leadership Class	20	Bastrop, Elgin, Smithville	Museum
06/17	Bastrop Methodist Ladies Group	21	Bastrop area	Museum

Upcoming

07/17	Bastrop Jr. Police Academy	35 7-10 year olds	Bastrop area	Museum
07/17	Bastrop Jr. Police Academy	35 11-14 year olds	Bastrop area	Museum

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

CITY OF BASTROP
2018 HOTEL OCCUPANCY TAX FUNDING APPLICATION

EVENT OR PROJECT INFORMATION
(COMPLETE A SEPARATE FORM FOR EACH EVENT)

Project Number
2.00 of 2.00

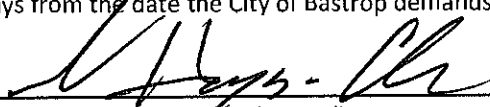
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By their very nature, tours attract tourists to Bastrop and these tourists often support our downtown merchants and the hotel industry. Advertising and the quality of our tours promote new and repeat visitors. In addition, the Museum has a large number of exhibits along with a seasonal rotation of temporary exhibits. We are available to conduct tours for convention center attendees.

CITY OF BASTROP
2018 HOTEL OCCUPANCY TAX FUNDING APPLICATION

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



Authorized Signature for the Applicant
DANIEL HAYS-CLARK

Name Printed or Typed

6.29.2017

Date
PRESIDENT

Title

Return completed application and attachments to:
City of Bastrop
Finance Department
P. O. Box 427
1311 Chestnut Street
Bastrop, Texas 78602

DEADLINE: 5:00 P.M., JUNE 30, 2017

Electronic/Facsimile submissions will not be considered.

**CITY OF BASTROP
2018 HOTEL OCCUPANCY TAX FUNDING APPLICATION**

ORGANIZATION INFORMATION:

Bastrop County Women's Shelter, dba Family Crisis Center		6/30/2017
Official Name of Organization		Date
Sherry Murphy	sherrym@familycrisiscenter.us	
Contact Person	E-mail	
P.O. Box 736, Bastrop, TX 78602		5123217760
Organization Address		Phone Number
www.family-crisis-center.org & www.pedalthroughpines.org		
Website Address		

Is your Organization:

<input type="checkbox"/> Yes	<input type="checkbox"/> 501(c)3	<input type="checkbox"/> Other (provide description) _____	Tax ID# 742304542
Total Amount Requested		Total Amount Granted prior year	

Provide a brief description of your organization's mission:

The Bastrop County Women's Shelter, dba Family Crisis Center started in 1981 from a coalition of rural Texas women with a shared vision of offering hope, support, and assistance to women victimized by domestic violence. Since becoming an incorporated nonprofit in 1983, the Center has evolved into a community leader in rural Central Texas focusing on domestic and sexual violence. The Center's mission is to be the expert resource and service provider in eliminating domestic and sexual violence in Bastrop, Colorado, Fayette and Lee counties. The Center strives to provide quality, comprehensive programming to assure victim safety and offender accountability with the ultimate goal of helping families create and maintain violence-free lives. The Center envisions a safe community built on equality without the existence of violence. The services offered by the agency include: crisis services including intervention, advocacy, support, information and referral accessible 24/7 through the toll-free hotline; counseling services for adult and youth victims of domestic and sexual violence; emergency shelter and transitional housing for victims and their families; violence prevention education for adults and youth; referrals and information regarding other community resources; and the operation of the Center's community thrift store, Bits & Pieces.

- Required Attachments:**
- 1) Last fiscal year's financial statement (profit & loss statement) for your organization as a whole ✓
 - 2) Proposed Budget FY2018 (10/01/2017 - 09/30/2018) itemized detail relevant to HOT fund revenue requesting ✓
 - 3) Copy of 501 (c) letter from Internal Revenue Service (if applicable) ✓
 - 4) Event Planning Timeline (if applicable)
 - 5) Identify other sources of funding ✓
 - 6) List of all Board Members ✓
 - 7) ALL ATTACHMENTS SHOULD BE PROVIDED IN 8.5" X 11" SIZE; NO OTHER ATTACHMENTS ACCEPTED

RECEIVED
JUN 12 2017
CITY OF BASTROP
FINANCE DEPARTMENT

CITY OF BASTROP
2018 HOTEL OCCUPANCY TAX FUNDING APPLICATION

EVENT OR PROJECT INFORMATION

(COMPLETE A SEPARATE FORM FOR EACH EVENT)

Project Number

of

Bastrop County Women's Shelter, dba Family Crisis Center

2018

Name of Organization

Fiscal Year of Request

Pedal Thru The Pines

3/10/2018

Name of Event or Project

Date of Event or Project

\$ 1,800.00

Start/Finish: Riverbend Park, Smithville, TX; Route: Bastrop & Buescher State Parks

Amount Requested

Primary Location of Event or Project

850.00

15

Expected Attendance

How many years have you held this Event or Program

6.00%

50.00

Percentage of attendance that will be staying overnight in hotels

Estimated number of hotel room nights that will be generated by the Event

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

The Center will utilize an internet-based participant survey (in conjunction with even registration) in order to capture information related to the number of cyclists traveling to Bastrop for the event and staying overnight in local hotels/motels. The agency received an 85% response rate to the 2016 participant survey. Estimates for the number of attendees staying locally for next year's event were based on these survey results. The agency will conduct a similar survey at next year's event.

Do your promotional materials/website note area lodging facilities that can host participants?



YES



NO

Tell us about your event or project:

The Pedal Thru The Pines event is an established cycling event that supports the programs offered by the Family Crisis Center. The event is recommended as a training ride for cyclists participating in the BP MS150, the largest ride in Texas and one of nine regional rides benefitting the National Multiple Sclerosis Society. The event has been associated with the MS150 ride for the past 14 years. Cyclists may choose to complete routes of varying mileage (on paved roads) through both Bastrop and Buescher State Parks and the surrounding countryside. All routes have SAG (Support and Gear) coverage provided by support vehicle volunteers and rest stops with restrooms and refreshments. Mechanical support is provided at the start/finish line and at selected rest stops. Pre-registration is available online and by mail for cyclists. Registration on the day of the event is usually available as well. The event typically takes place on the second Saturday in March. The ride starts at 9:00AM, and all routes are cleared by 4:00PM. The event has a capacity of 1500 cyclists, and over the last few years has averaged around 850 participants. It is anticipated that approximately 16% of cyclists participating in the upcoming event will stay in the Bastrop area, and approximately 6% will stay overnight in a local hotel, motel or B&B.

CITY OF BASTROP
2018 HOTEL OCCUPANCY TAX FUNDING APPLICATION

EVENT OR PROJECT INFORMATION

(COMPLETE A SEPARATE FORM FOR EACH EVENT)

Project Number

1 of 1

To qualify for financial assistance under the Hotel Occupancy Tax for Bastrop, the expenditure must satisfy Part One and at least ONE of the options in Part Two.

PART ONE - In order to be eligible to receive HOT Funding you must comply with State Law/Chapter 351 of the Tax Code. Revenues must be used to directly promote tourism and the convention and hotel industry. Which expenditure category from page 6 is most relevant to your project event? Please explain

The Pedal Thru The Pines event attracts cyclists from across Texas and as far away as Hawaii. The event is advertised on the agency's website, on the National Multiple Sclerosis Society's MS150 website, Austin Cycling Association (cycling magazine), and numerous cycling shops throughout Texas. The Pedal Thru The Pines event promotes tourism and the local hotel/motel industry through the event website (www.pedalthrupines.org) and through informational handouts that are provided to cyclists participating in the event. The event website contains a link to the City of Bastrop's website. The event t-shirt will promote Bastrop and include the City of Bastrop logo. The event registration form also features the City of Bastrop logo.

**CITY OF BASTROP
2018 HOTEL OCCUPANCY TAX FUNDING APPLICATION**

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



Authorized Signature for the Applicant
Sherry Murphy

Name Printed or Typed

6/5/2017

Date
Executive Director

Title

Return completed application and attachments to:

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

DEADLINE: 5:00 P.M., JUNE 30, 2017

Electronic/Facsimile submissions will not be considered.

CITY OF BASTROP
2018 HOTEL OCCUPANCY TAX FUNDING APPLICATION

RECEIVED
JUN - 9 2017

ORGANIZATION INFORMATION:

Bastrop Homecoming, Inc.

6/8/2017

Official Name of Organization

Date

Lori Chapin

lchapin_2@hotmail.com

Contact Person

E-mail

PO Box 215, Bastrop

5129231440

Organization Address

Phone Number

www.bastrophomecomingrodeo.org

Website Address

Is your Organization:

Yes

501(c)3

Other (provide description) _____

Tax ID# 17428497196

\$ 80,000.00

\$ 80,000.00

Total Amount Requested

Total Amount Granted prior year

Provide a brief description of your organization's mission:

Bastrop Homecoming, Inc. supports local community activities by raising funds that assist youth groups and other non-profit organizations in the area with local projects and providing scholarships for students in educational and outreach endeavors. Funds are generated for these endeavors by promoting tourism to Bastrop through a five day event that includes rodeo events, live music and entertainment, dances, vendors, exhibitors, class reunions, carnival, sport tournaments and a parade. Bastrop Homecoming, Inc. contributes all proceeds to supporting local non-profit organizations.

Required Attachments:

- 1) Last fiscal year's financial statement (profit & loss statement) for your organization as a whole ✓
- 2) Proposed Budget FY2018 (10/01/2017 - 09/30/2018) itemized detail relevant to HOT fund revenue requesting ✓
- 3) Copy of 501 (c) letter from Internal Revenue Service (if applicable) ✓
- 4) Event Planning Timeline (if applicable) ✓
- 5) Identify other sources of funding *none*
- 6) List of all Board Members ✓
- 7) ALL ATTACHMENTS SHOULD BE PROVIDED IN 8.5" X 11" SIZE; NO OTHER ATTACHMENTS ACCEPTED

CITY OF BASTROP
2018 HOTEL OCCUPANCY TAX FUNDING APPLICATION

EVENT OR PROJECT INFORMATION
(COMPLETE A SEPARATE FORM FOR EACH EVENT)

Project Number
1 of 1

Bastrop Homecoming, Inc.	2018
Name of Organization Bastrop Homecoming and Rodeo	Fiscal Year of Request 7/31-8/4/2018
Name of Event or Project \$ 80,000.00	Date of Event or Project Mayfest Hill
Amount Requested 9,000.00	Primary Location of Event or Project 70
Expected Attendance 50.00%	How many years have you held this Event or Program 1,000.00
Percentage of attendance that will be staying overnight in hotels	Estimated number of hotel room nights that will be generated by the Event

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

During the event a hard copy survey with questions specific to overnight lodging will be made available and promoted to all in attendance to include a free prize drawing for those who participate. Prior to and after the event, an online survey will be available at www.bastrophomecomingrodeo.org and Homecoming Facebook page will be utilized for overnight stay responses. Utilize rodeo contestant day sheets to estimate travel distance, and will be contacting hotel owners.

Do your promotional materials/website note area lodging facilities that can host participants? YES NO

Tell us about your event or project:

The name for Bastrop's home-town celebration results from its beginnings. During World War II, business boomed in Bastrop as 90,000 military men were based at Camp Swift a few miles north of town. When the war ended and camp essentially closed, business lessened. As an attempt to give the city a boost, civic and business leaders created the first Homecoming Jubilee for area residents and to entice former residents, who spent time there during the war, to "come home" for the festivities. Past celebrations took place in various months, May-August, and some included such things as fishing boat class races from Montopolis Bridge in Austin to the boat docks at Fisherman's Park, Beauty Pageants, arts and crafts shows, kiddie parades, pet parades, speed boat races and dances at the American Legion Hall. This annual tradition has provided an enjoyable weekend for the citizens of Bastrop and the surrounding area while maintaining a positive impact on the community.

Bastrop Homecoming and Rodeo will celebrate its 71st year in 2018 making it the longest running festival in Bastrop. The event is held every year during the 1st full weekend of August, including three nights of live entertainment/music/dance and five nights of rodeo. Other activities include a carnival, food and gift vendors, memorial horseshoe/washer and golf tournaments, high school class reunions, 4-H cake auction and exhibits. A Grand Parade is held on Saturday with more than 300 invitations mailed locally and to surrounding areas. Immediately following the parade, a Sports Reunion is held at the Bastrop Convention Center, recognizing past and present athletes who have made an impact in the school system and in our community. A free shuttle service running from the Bastrop Convention Center to Mayfest Hill is available to attendees on Friday and Saturday nights. In 2017, a total of fourteen \$1,000.00 scholarships were awarded to Bastrop High School (BHS) and Cedar Creek High School (CCHS) graduating seniors who will attend an institution of higher learning. The Fred Wright, Jr. Memorial Golf Tournament, held in conjunction with Homecoming, awards its own scholarship to BHS graduating seniors.

All event and lodging information, along with other community event information, is posted on our website and Facebook page.

CITY OF BASTROP
2018 HOTEL OCCUPANCY TAX FUNDING APPLICATION

EVENT OR PROJECT INFORMATION

(COMPLETE A SEPARATE FORM FOR EACH EVENT)

Project Number
1.00 of 1.00

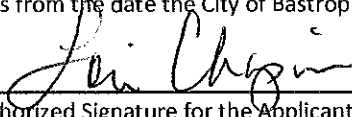
To qualify for financial assistance under the Hotel Occupancy Tax for Bastrop, the expenditure must satisfy Part One and at least ONE of the options in Part Two.

***PART ONE** - In order to be eligible to receive HOT Funding you must comply with State Law/Chapter 351 of the Tax Code. Revenues must be used to directly promote tourism and the convention and hotel industry. Which expenditure category from page 6 is most relevant to your project event? Please explain*

Advertising purchased through radio, television, directories, publications, print, movie ads, banners, highway billboards, Homecoming website, and Facebook page will encourage tourists to visit Bastrop for a family oriented four day event. On average, 10 BHS class reunions are scheduled each year with an overnight stay of 1-2 days per group. Reunion organizers have been known to book blocks of hotel rooms in Bastrop along with renting hotel facilities. The Bastrop Convention Center is booked each year to offer a central location for reunions. Class reunion information along with travel and hotel/motel/B&B information is posted on the Homecoming website. Sport tournaments beginning Friday and ending late Saturday should bring teams from out of town. Rodeo workers, along with rodeo contestants will have overnight stays of 4 nights along with purchases of fuel and food. More than half of the rodeo contestants for 2016 traveled 200 miles or more. Homecoming purchases 4 hotel rooms for the rodeo producer/stock contractor for 4 nights and 4-6 rooms for the music producer and band members. The Grand Parade averages 200 entries. Additional advertising is listed at www.cprarodeo.com and on websites for bands that have been booked for the event.

**CITY OF BASTROP
2018 HOTEL OCCUPANCY TAX FUNDING APPLICATION**

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



Authorized Signature for the Applicant

Lori Chapin

Name Printed or Typed

6/8/2017

Date

Committee Treasurer

Title

Return completed application and attachments to:

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

DEADLINE: 5:00 P.M., JUNE 30, 2017

Electronic/Facsimile submissions will not be considered.

CITY OF BASTROP
2018 HOTEL OCCUPANCY TAX FUNDING APPLICATION

ORGANIZATION INFORMATION:

<u>Bastrop Juneteenth Celebration</u>	<u>6/29/2017</u>
<u>Official Name of Organization</u>	<u>Date</u>
<u>Bastrop Juneteenth</u>	<u>bastropjuneteenth@yahoo.com</u>
<u>Contact Person</u>	<u>E-mail</u>
<u>Pamela Aldridge</u>	<u>5126295821</u>
<u>Organization Address</u>	<u>Phone Number</u>
<u>bastropjuneteenth.com</u>	
<u>Website Address</u>	

Is your Organization:

<input type="checkbox"/> 501(c)3	<input type="checkbox"/> Other (provide description) _____	Tax ID# <u>352526080</u>
<u>\$ 5,000.00</u>	<u>\$ 5,000.00</u>	
Total Amount Requested	Total Amount Granted prior year	

Provide a brief description of your organization's mission:

The mission of the Bastrop Juneteenth Committee is to commemorate the ending of slavery in Texas by celebrating the joys of freedom, educating the community about our tradition, and by promoting positive cultural interaction with all citizens.

RECEIVED

JUN 30 2017

CITY OF BASTROP
FINANCE DEPARTMENT

Required Attachments:

- 1) Last fiscal year's financial statement (profit & loss statement) for your organization as a whole ✓
- 2) Proposed Budget FY2018 (10/01/2017 - 09/30/2018) itemized detail relevant to HOT fund revenue requesting ✓
- 3) Copy of 501 (c) letter from Internal Revenue Service (if applicable) *pending*
- 4) Event Planning Timeline (if applicable) ✓
- 5) Identify other sources of funding ✓
- 6) List of all Board Members ✓
- 7) ALL ATTACHMENTS SHOULD BE PROVIDED IN 8.5" X 11" SIZE; NO OTHER ATTACHMENTS ACCEPTED

CITY OF BASTROP
2018 HOTEL OCCUPANCY TAX FUNDING APPLICATION

EVENT OR PROJECT INFORMATION

(COMPLETE A SEPARATE FORM FOR EACH EVENT)

Project Number

of

Bastrop Juneteenth	2018
Name of Organization	Fiscal Year of Request
Bastrop Juneteenth Celebration	6/15/2018
Name of Event or Project	Date of Event or Project
\$ 5,000.00	Kerr Community Park
Amount Requested	Primary Location of Event or Project
1,500.00	40
Expected Attendance	How many years have you held this Event or Program
0.00%	35.00
Percentage of attendance that will be staying overnight in hotels	Estimated number of hotel room nights that will be generated by the Event

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

Voluntarily ask for visitor information through our social media and at our events.

Do your promotional materials/website note area lodging facilities that can host participants?

YES

NO

Tell us about your event or project:

The Bastrop Juneteenth Celebration is an annual event that is held on the 3rd weekend in June. The Celebration is to inform and educate visitors and locals about the Independence Day of the ending of slavery. The Celebration includes an awards banquet that recognizes African-American dignitaries of Bastrop County, parade, spiritual musical, street dance, Emancipation Proclamation Program, Block Party, and cultural activities. The Bastrop Juneteenth Celebration week also brings a crowd for African-American to celebrate their family reunions specifically during our celebration weekend and Emile High School will host their class reunion during Bastrop Juneteenth Celebration weekend which all draws a good crowd to our city and to our events.

CITY OF BASTROP
2018 HOTEL OCCUPANCY TAX FUNDING APPLICATION

EVENT OR PROJECT INFORMATION

(COMPLETE A SEPARATE FORM FOR EACH EVENT)

Project Number

of

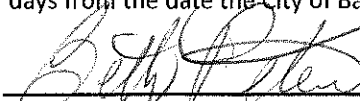
To qualify for financial assistance under the Hotel Occupancy Tax for Bastrop, the expenditure must satisfy Part One and at least ONE of the options in Part Two.

PART ONE - *In order to be eligible to receive HOT Funding you must comply with State Law/Chapter 351 of the Tax Code. Revenues must be used to directly promote tourism and the convention and hotel industry. Which expenditure category from page 6 is most relevant to your project event? Please explain*

Advertising, solicitations and promotions that attract tourists and convention delegates to the City of Bastrop is the most relevant to our project event. Bastrop Juneteenth promotes and advertise hotel, the convention center and tourism by advertising through radio stations; KAZI 88.7 FM and 95.9 R&B radio stations. As well as posters, flyers, banners, social media page and webpage. We also advertise our local sponsors (business) at each event by displaying a banner. Furthermore, we have always hosted or annual banquet at Hampton Inn or the Bastrop Convention Center.

CITY OF BASTROP
2018 HOTEL OCCUPANCY TAX FUNDING APPLICATION

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



Authorized Signature for the Applicant
Pamela Aldridge

Name Printed or Typed

6/29/2017

Date
Committee President

Title

Return completed application and attachments to:
City of Bastrop
Finance Department
P. O. Box 427
1311 Chestnut Street
Bastrop, Texas 78602

DEADLINE: 5:00 P.M., JUNE 30, 2017

Electronic/Facsimile submissions will not be considered.

**CITY OF BASTROP
2018 HOTEL OCCUPANCY TAX FUNDING APPLICATION**

ORGANIZATION INFORMATION:

<u>Bastrop Opera House</u>	<u>6/26/2017</u>
Official Name of Organization	Date
<u>Chester Eitze</u>	<u>chestereitze@gmail.com</u>
Contact Person	E-mail
<u>711 Spring Street/ P.O. Box 691, Bastrop TX 78602</u>	<u>5123216283</u>
Organization Address	Phone Number
<u>www.BastropOperaHouse.com</u>	
Website Address	

Is your Organization:

Yes <input type="checkbox"/>	501(c)3	Other (provide description) _____	Tax ID# <u>742161743</u>
<u>\$ 90,000.00</u>		<u>\$ 78,700.00</u>	
Total Amount Requested		Total Amount Granted prior year	

Provide a brief description of your organization's mission:

The mission of the Bastrop Opera House (BOH), a nonprofit 501(c)3 theatre organization, is to provide quality theatrical stage productions along with other programs which entertain, inform and stimulate our audiences and volunteer participants. Our goals are:

- 1) To maintain a strong arts business supporting other local businesses and maintaining a historic setting as a hospitality center destination for cultural and historical tourism;
- 2) To build theatre audiences of all ages inclusively, without prejudice;
- 3) To educate performers and technicians in the crafts of the performing arts;
- 4) To create and sponsor new stage works premiering local, state, national and world works);
- 5) To nurture new related arts programs (fine arts; film arts);
- 6) To provide professional direction, instruction, supervision and leadership in the performing arts;
- 7) To represent Bastrop in state and national theatre markets (conferences/festivals=cultural tourism);
- 8) To tour appropriate theatrical productions to suitable venues in other geographical locations (as outreach programming);
- 9) To host theatre and non-related conferences, seminars and meetings with and encouraging support of the local lodging industry, and,
- 10) To preserve, restore, maintain, promote and respect the historic landmark: Bastrop Opera House.

Required Attachments:

- 1) Last fiscal year's financial statement (profit & loss statement) for your organization as a whole ✓
- 2) Proposed Budget FY2018 (10/01/2017 - 09/30/2018) itemized detail relevant to HOT fund revenue requesting ✓
- 3) Copy of 501 (c) letter from Internal Revenue Service (if applicable) ✓
- 4) Event Planning Timeline (if applicable) ✓
- 5) Identify other sources of funding ✓
- 6) List of all Board Members ✓
- 7) ALL ATTACHMENTS SHOULD BE PROVIDED IN 8.5" X 11" SIZE; NO OTHER ATTACHMENTS ACCEPTED

RECEIVED

JUN 30 2017

CITY OF BASTROP
FINANCE DEPARTMENT

CITY OF BASTROP
2018 HOTEL OCCUPANCY TAX FUNDING APPLICATION

EVENT OR PROJECT INFORMATION

(COMPLETE A SEPARATE FORM FOR EACH EVENT)

Project Number
1 of 3

Building Restoration and Preservation	2018
Name of Organization	Fiscal Year of Request
Building Restoration and Preservation	<u>2018 Season</u>
Name of Event or Project	Date of Event or Project
\$ 35,000.00	711 Spring Street
Amount Requested	Primary Location of Event or Project
18,500.00	33
Expected Attendance	How many years have you held this Event or Program
37.00%	500.00
Percentage of attendance that will be staying overnight in hotels	Estimated number of hotel room nights that will be generated by the Event

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

See Attachment 1

Do your promotional materials/website note area lodging facilities that can host participants? YES NO

Tell us about your event or project:

The beautiful Bastrop Opera House is 128 years old. Since the time it was built by quality craftsmen, it has played host to thousands of plays, musicals, movies, reunions, parties, meetings, dances and so much more. It is a constant reminder to residents and visitors alike of the rich history of the City of Bastrop. It's unique design from the floating floor to the magnificent ceiling is an example of the classic craftsmanship of years past. The superior talent of those craftsmen shows in the bones of this beautiful building. After 128 years, the front wall remains perfectly vertical. The bones are solid but she is getting on up in years so restoration is necessary to keep her at her best.

The past year has brought many improvements including new roof/windows/doors, re-plaster and paint the theater walls, re-pointing the side wall mortar, new ACH unit and the refurbishing of the front. The improvements are part of a continuing program of restoration that eventually will reach every part of the Opera House.

To ensure that the Opera House stands for many generations to come, in 2017 the plan is to continue restoration with the leveling of the floor and renovation of the performance stage.

The Bastrop Opera House a true historical tourist attraction.

CITY OF BASTROP
2018 HOTEL OCCUPANCY TAX FUNDING APPLICATION

EVENT OR PROJECT INFORMATION

(COMPLETE A SEPARATE FORM FOR EACH EVENT)

Project Number
1.00 of 3.00

To qualify for financial assistance under the Hotel Occupancy Tax for Bastrop, the expenditure must satisfy Part One and at least ONE of the options in Part Two.

PART ONE - In order to be eligible to receive HOT Funding you must comply with State Law/Chapter 351 of the Tax Code. Revenues must be used to directly promote tourism and the convention and hotel industry. Which expenditure category from page 6 is most relevant to your project event? Please explain

This project directly goes to "the enhancement of historical restoration and preservation projects.

Heritage tourism is an important marketing tool to attract visitors to our community. The rich heritage of the Bastrop Opera House makes it a valuable attraction.

**CITY OF BASTROP
2018 HOTEL OCCUPANCY TAX FUNDING APPLICATION**

EVENT OR PROJECT INFORMATION

(COMPLETE A SEPARATE FORM FOR EACH EVENT)

Project Number
2 of 3

<u>Bastrop Opera House</u>	<u>2018</u>
Name of Organization	Fiscal Year of Request
<u>Promotions of the Arts</u>	<u>2018 season</u>
Name of Event or Project	Date of Event or Project
<u>\$ 25,000.00</u>	<u>711 Spring Street</u>
Amount Requested	Primary Location of Event or Project
<u>18,500.00</u>	<u>33</u>
Expected Attendance	How many years have you held this Event or Program
<u>37.00%</u>	<u>500.00</u>
Percentage of attendance that will be staying overnight in hotels	Estimated number of hotel room nights that will be generated by the Event

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

See Attachment 1

Do your promotional materials/website note area lodging facilities that can host participants? YES NO

Tell us about your event or project:

Marketing itself is an art!

For years the Bastrop Opera House has been promoting The City of Bastrop in regional theatre print publications specifically catching the eyes of tourists who are looking for cultural events.

Production Print and online advertising is done in the Austin, San Antonio, Houston and Dallas areas to attract overnight stays. Past online marketing has had record results in number of responses.

Social media is a new avenue of advertising and has proven to be a great way to attract visitors to the Bastrop Opera House. In recent months the Bastrop Opera House Facebook posts are reaching as high as 20,000+ people. These posts are very specific in their targets with filters for age, region and interest.

Bastrop Opera House productions are always part of the Texas Nonprofit Theatre conferences each year with top quality adult and youth production pieces. Because of this participation four to five hundred participants and their families from across the state have come to recognize Bastrop as a strong arts community-- a place they want to visit.

The economic impact of these conferences can be substantial for the host communities as well. Bastrop was the host of the TNT Youth Conference in June of 2016. The economic impact of that conference for Bastrop for over \$78,000. It is our desire and hope to host this conference again soon.

CITY OF BASTROP
2018 HOTEL OCCUPANCY TAX FUNDING APPLICATION

EVENT OR PROJECT INFORMATION

(COMPLETE A SEPARATE FORM FOR EACH EVENT)

Project Number
2.00 of 3.00

To qualify for financial assistance under the Hotel Occupancy Tax for Bastrop, the expenditure must satisfy Part One and at least ONE of the options in Part Two.

PART ONE - In order to be eligible to receive HOT Funding you must comply with State Law/Chapter 351 of the Tax Code. Revenues must be used to directly promote tourism and the convention and hotel industry. Which expenditure category from page 6 is most relevant to your project event? Please explain

This specifically enhances and promotes tourism and the convention and hotel industry.

The advertising , solicitations and promotions attract tourist to Bastrop.

It encourages and promotes the arts.

CITY OF BASTROP
2018 HOTEL OCCUPANCY TAX FUNDING APPLICATION

EVENT OR PROJECT INFORMATION

(COMPLETE A SEPARATE FORM FOR EACH EVENT)

Project Number
3 of 3

Bastrop Opera House	2018
Name of Organization The Art of Theatre	Fiscal Year of Request 2018 Season
Name of Event or Project \$ 35,000.00	Date of Event or Project 711 Spring Street
Amount Requested 18,500.00	Primary Location of Event or Project 33
Expected Attendance 37.00%	How many years have you held this Event or Program 500.00
Percentage of attendance that will be staying overnight in hotels	Estimated number of hotel room nights that will be generated by the Event

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

See Attachment 1

Do your promotional materials/website note area lodging facilities that can host participants? YES NO

Tell us about your event or project:

The Bastrop Opera House lends itself to be a great attraction for the historical value but add the diverse mix of performing arts to the list and it's extraordinary!

The Art of Theatre is more than just what you see after you purchase a ticket. It's the education and the emotion of a well written script. It's the joy of pushing yourself to do something you have never done before. It's the accomplishment of creating a set where lightening flashes in the windows! It's the confidence a child as they express themselves on stage. It's where strangers become friends.

The Bastrop Opera House has been presenting the art of theatre for 128 years! It's the youth production of "The Piped Piper the Musical" to the historical trial reenactment of the Cedar Creek Shootout. It's gospel concerts, movies and radio shows! It's the stylish production of La Juerga Flamenco Ensemble. All this and more happened at the Bastrop Opera House in this past year alone. It is the intent to continue the success of the Bastrop Opera House as a tourist destination for residents and visitors alike.

The Bastrop Opera House will continue to expose the art of theatre to it's visitors and participants. It is our intent to present a minimum of 7 theater productions this season. Also included in the season are concerts and dance presentations as well as a themed movie festival.

CITY OF BASTROP
2018 HOTEL OCCUPANCY TAX FUNDING APPLICATION

EVENT OR PROJECT INFORMATION

(COMPLETE A SEPARATE FORM FOR EACH EVENT)

Project Number
3.00 of 3.00

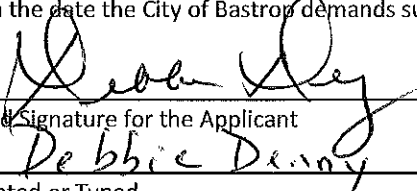
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***PART ONE** - In order to be eligible to receive HOT Funding you must comply with State Law/Chapter 351 of the Tax Code. Revenues must be used to directly promote tourism and the convention and hotel industry. Which expenditure category from page 6 is most relevant to your project event? Please explain*

This project directly goes to encouragement, promotion, improvement and application of the arts.

**CITY OF BASTROP
2018 HOTEL OCCUPANCY TAX FUNDING APPLICATION**

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Authorized Signature for the Applicant

Name Printed or Typed
Debbie Denny

6/30/17

Date
V. P. Bastrop Opera House

Title
Board

Return completed application and attachments to:
City of Bastrop
Finance Department
P. O. Box 427
1311 Chestnut Street
Bastrop, Texas 78602

DEADLINE: 5:00 P.M., JUNE 30, 2017

Electronic/Facsimile submissions will not be considered.

CITY OF BASTROP

2018 HOTEL OCCUPANCY TAX FUNDING APPLICATION

ORGANIZATION INFORMATION:

Blue Flame Cruisers Care & Motorcycle Club, Inc. June 15, 2017

Official Name of Organization Date
 Peggy Miller Blueflamecruisers@gmail.com

Contact Person E-mail
 P. O. Box 1536 Bastrop, Texas 78602 512 970 6605

Organization Address Phone Number
 www.blueflamecruisers.com

Website Address

RECEIVED

JUN 29 2017

Is your Organization:

Yes 501(c)3 Other (provide description) CITY OF BASTROP
FINANCE DEPARTMENT Tax ID# 38-3802335

\$ 3,000 \$ 0

Total Amount Requested Total Amount Granted prior year

Provide a brief description of your organization's mission:

We are a nonprofit auto enthusiasts club that enjoy the restoration and preservation of original classics, custom, antique, performance cars, trucks and motorcycles. Our main goal is to bring awareness and make charitable contributions in the Bastrop area. We enjoy getting together, working on our cars and cruising to area car shows and events. Membership is open to everyone.

Our Objectives are:

- * Preserve, maintain, and enjoy antique, classic, and special interest vehicles, for the benefit of its members, as well as the general public
- * Promote community involvement to included Annual Car Show, Charity Car Runs, Boys and Girls Club, American Cancer Society, Area Churches, Kerr Community Center, Bastrop Food Pantry and Sponsor Families during the Holidays.
- * To arrange and manage events for the enjoyment of the Clubs members and the community
- * To generate income for scholarship(s) of Bastrop ISD students graduating with career interests related to our automotive passion

- Required Attachments:**
- 1) Last fiscal year's financial statement (profit & loss statement) for your organization as a whole ✓
 - 2) Proposed Budget FY2018 (10/01/2017 - 09/30/2018) itemized detail relevant to HOT fund revenue requesting ✓
 - 3) Copy of 501 (c) letter from Internal Revenue Service (if applicable) ✓
 - 4) Event Planning Timeline (if applicable) ✓
 - 5) Identify other sources of funding ✓
 - 6) List of all Board Members ✓
 - 7) ALL ATTACHMENTS SHOULD BE PROVIDED IN 8.5" X 11" SIZE; NO OTHER ATTACHMENTS ACCEPTED

EVENT OR PROJECT INFORMATION

CITY OF BASTROP

2018 HOTEL OCCUPANCY TAX FUNDING APPLICATION

(COMPLETE A SEPARATE FORM FOR EACH EVENT)

Project Number

1

of

1

Blue Flame Cruisers Car & Motorcycle Club, Inc.

FY 2017-2018

Name of Organization

Fiscal Year of Request

Annual Blue Flame Cruisers Car & Motorcycle Show

June 16, 2018

Name of Event or Project

Date of Event or Project

\$3,000

Bastrop City Hall/Schulman Theatre Lost Pines 8

Amount Requested

Primary Location of Event or Project

600-800

10 years

Expected Attendance

How many years have you held this Event or Program

0.30%

1-2

Percentage of attendance that will be staying overnight in hotels

Estimated number of hotel room nights that will be generated by the Event

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

1. Notify selected hotels for blocks of rooms with special codes and/or their process of tracking guest; and/or
2. Ask and record participants during media communication to mention they are attending the car show; and/or
3. Ask and record participants during the registration of event with their hotel information.

Do your promotional materials/website note area lodging facilities that can host participants?

YES

Tell us about your event or project:

We are a group of fellow hobbyists who would like to see the old car/motorcycle hobby expand in Bastrop County. Our **Annual Car/Motorcycle Show** will be held on **Saturday, June 16, 2018 at Bastrop City Hall or Shulman's Theatre Lost pines 8 from 8 am to 3 pm.** This is one event that we plan each year to showcase cars and motorcycles across Texas and surrounding states. We bring in at least 75 to 100 participants and around 800-1000 public spectators. We need your support to make it a success. We also, provide **educational** booths, information and activities for participants and spectators. All profits from this event goes to **charitable and educational organizations.**

CITY OF BASTROP

2018 HOTEL OCCUPANCY TAX FUNDING APPLICATION

EVENT OR PROJECT INFORMATION
(COMPLETE A SEPARATE FORM FOR EACH EVENT)

Project
Number of

To qualify for financial assistance under the Hotel Occupancy Tax for Bastrop, the expenditure must satisfy Part One and at least ONE of the options in Part Two.

PART ONE - In order to be eligible to receive HOT Funding you must comply with State Law/Chapter 351 of the Tax Code. Revenues must be used to directly promote tourism and the convention and hotel industry. Which expenditure category from page 6 is most relevant to your project event? Please explain

(3) advertising, solicitations and promotions that attract tourists and convention delegates to City of Bastrop.

We promote our show using legitimate media IN ADVANCE of the event we include but not limited to the following direct mail, postage, newspapers, magazines, radio, television, billboards, newsletters, brochures and other collateral material.

In the past, locally we promoted our show with the Bastrop Advertiser, Austin American Statement, KAZI FM, 96.3 Radio in Austin, Kvue, Kxan, Keye and Spectrum. Globally, we advertise with Motor Texas, Hotrodders, OldRide, Car show finder, Car Show Nationals and others websites and magazines.

We hand deliver flyers at other car show and events. We are an advent user of Facebook, snapchat, Instagram and twitter.

CITY OF BASTROP

2018 HOTEL OCCUPANCY TAX FUNDING APPLICATION

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

Mark D. Peterson

Authorized Signature for the Applicant

Mark D. Peterson

Name Printed or Typed

6-27-17

Date

~~6-27-17~~ President

Title

Return completed application and attachments to:

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

DEADLINE: 5:00 P.M., JUNE 30, 2017

Electronic/Facsimile submissions will not be considered.

**CITY OF BASTROP
2018 HOTEL OCCUPANCY TAX FUNDING APPLICATION**

ORGANIZATION INFORMATION:

Keep Bastrop County Beautiful	6/25/2017
Official Name of Organization	Date
Melissa Middlebrooks	president@keepbastropcountybeautiful.org
Contact Person	E-mail
PO Box 166, Bastrop, TX 78602	5125370068
Organization Address	Phone Number
www.keepbastropcountybeautiful.org	
Website Address	

Is your Organization:

<input checked="" type="checkbox"/> Yes	501(c)3	Other (provide description) _____	Tax ID# 270932202
\$ 10,000.00 Total Amount Requested		\$ <u> n/a </u> Total Amount Granted prior year	

Provide a brief description of your organization's mission:

KBCB's mission is: "To inspire individuals and businesses to improve their communities and natural environment." KBCB's goals are litter prevention, waste reduction and beautification and the support of activities that lead to sustainable living and food production. KBCB's purpose is to educate youth and adults on various aspects of environmental stewardship, to provide resources and support for ongoing recycling and waste reduction efforts and to lead by example, through volunteerism on community clean ups and beautification projects.

RECEIVED
JUN 29 2017
CITY OF BASTROP
FINANCE DEPARTMENT

- Required Attachments:**
- 1) Last fiscal year's financial statement (profit & loss statement) for your organization as a whole ✓
 - 2) Proposed Budget FY2018 (10/01/2017 - 09/30/2018) itemized detail relevant to HOT fund revenue requesting ✓
 - 3) Copy of 501 (c) letter from Internal Revenue Service (if applicable) ✓
 - 4) Event Planning Timeline (if applicable) ✓
 - 5) Identify other sources of funding ✓
 - 6) List of all Board Members ✓
 - 7) ALL ATTACHMENTS SHOULD BE PROVIDED IN 8.5" X 11" SIZE; NO OTHER ATTACHMENTS ACCEPTED

**CITY OF BASTROP
2018 HOTEL OCCUPANCY TAX FUNDING APPLICATION**

EVENT OR PROJECT INFORMATION

(COMPLETE A SEPARATE FORM FOR EACH EVENT)

Project Number

1 of 1

<u>Keep Bastrop County Beautiful</u>	<u>2018</u>
Name of Organization	Fiscal Year of Request
<u>Bastrop River Rally</u>	<u>4/22/2018</u>
Name of Event or Project	Date of Event or Project
<u>\$ 10,000.00</u>	<u>Fisherman's Park - Bastrop</u>
Amount Requested	Primary Location of Event or Project
<u>700.00</u>	<u>4</u>
Expected Attendance	How many years have you held this Event or Program
<u>20.00%</u>	<u>80.00</u>
Percentage of attendance that will be staying overnight in hotels	Estimated number of hotel room nights that will be generated by the Event

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

We have added a question to our registration site asking if overnight accommodations will be needed. We will add the visitbastroptx.com website to our page for lodging needs along with a statement that says to mention Bastrop River Rally when registering for a room.

Do your promotional materials/website note area lodging facilities that can host participants? YES NO

Tell us about your event or project:

KBCB will host its 5th Annual Bastrop River Rally April 21 - April 22, 2018. The River Rally includes a River Clean-Up on Sunday morning, with 100 kayakers and canoers cleaning a 6-mile stretch of the El Camino Real Paddle Trail between Fisherman's Park and Lost Pines Nature Trail. A 1K and 5K race will take place along the same stretch of the Colorado River on Saturday. KBCB is partnering with the YMCA and Friends of the Lost Pines (FLP) to host the Burning Pine Run at Bastrop State Park in September, 2017. The YMCA and FLP have decided to discontinue the Burning Pine Run after 2017. Therefore, KBCB will implement the run as part of our BRR in 2018. Over fifty percent of the 2017 participants have stated they will be staying overnight in Bastrop for the event. We are anticipating a similar number for the 2018 River Run. In addition to the race on Saturday, the BRR will feature a full-day of festivities including a collaborative Kids' Corner event presented by KBCB and the YMCA, food vendors, event vendors, and music and entertainment. Aside from instilling community involvement and pride, KBCB activities promote the stewardship of our natural spaces and environmental assets. In nearly every ranking of a community's value, from best place to start a business to best place to raise a family or to retire – the availability of clean and litter free parks, green spaces and waterways is a major indicator in the community's ranking. Due to historic flooding on the Colorado River combined with increased visitor traffic, it is also necessary that the Colorado River that flows through Bastrop be cleaned up at least annually. Our two local river companies and the many hotels that host kayaking and canoeing tourists depend on the cleanliness and health of the river to support their businesses.

CITY OF BASTROP
2018 HOTEL OCCUPANCY TAX FUNDING APPLICATION

EVENT OR PROJECT INFORMATION

(COMPLETE A SEPARATE FORM FOR EACH EVENT)

Project Number
1.00 of 1.00

To qualify for financial assistance under the Hotel Occupancy Tax for Bastrop, the expenditure must satisfy Part One and at least ONE of the options in Part Two.

PART ONE - In order to be eligible to receive HOT Funding you must comply with State Law/Chapter 351 of the Tax Code. Revenues must be used to directly promote tourism and the convention and hotel industry. Which expenditure category from page 6 is most relevant to your project event? Please explain

Digital media advertising will focus on runners from the San Antonio, Austin, Dallas, and Houston areas who will stay the night. Last year's event brought volunteers together from BISD, Master Naturalist, KBCB Board Members, Lowe's Home Improvement, the Audobon Society, Texas Parks and Wildlife Coastal Division, Boy Scouts of America, City of Bastrop, Texas A&M Forest Service, and more. Newspaper/radio and social media will advertise the River Clean Up and Festivities on Saturday and Sunday.

CITY OF BASTROP
2018 HOTEL OCCUPANCY TAX FUNDING APPLICATION

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Authorized Signature for the Applicant
Melissa Middlebrooks

Name Printed or Typed

6/27/2017

Date
President

Title

Return completed application and attachments to:
City of Bastrop
Finance Department
P. O. Box 427
1311 Chestnut Street
Bastrop, Texas 78602

DEADLINE: 5:00 P.M., JUNE 30, 2017

Electronic/Facsimile submissions will not be considered.

CITY OF BASTROP
2018 COMMUNITY SUPPORT FUNDING APPLICATION

ORGANIZATION INFORMATION:

Lost Pines Leathernecks Detachment 1384 Bastrop County Marine Corps League			June 30, 2017
Official Name of Organization		Date	
P.O. Box 366	Bastrop	Tx	78602
Address		City	State
Tony Poletti		ipl1384@yahoo.com	
Contact Person		E-mail	
1 951 805 2272			
Phone Number		Fax Number	
45-4752718		32047319291	
Federal ID #		State ID #	

Is your Organization:

501(c)3

Other (provide description) 501(C)(4)

\$ 2940.00
 Funding Amount Requested

- Required Attachments:**
- 1) Last fiscal year's financial statement (profit & loss statement) for your organization as a whole ✓
 - 2) Proposed Budget FY2018 (10/01/2017 - 09/30/2018) as directly related to funding requested ✓
 - 3) Copy of 501 (c) letter from Internal Revenue Service 501(C)4 ✓
 - 4) Identify other sources of funding ✓
 - 5) List of all Board Members ✓

Answer the following. Your focus should be on how your organization benefits the community and City of Bastrop citizens. Be as specific as possible.

Provide a brief summary on why you are requesting funds:

Lost Pines Leathernecks Detachment 1384 (LPL1384) of the Marine Corps League (MCL) was selected to host the June 2018 Department of Texas Marine Corps League State Convention in Bastrop on June 21-24 and will be using the Convention Center, June 22 and 23. Due to the geographic separation of 2 miles between the three primary hotels and the Bastrop Convention Center, a requirement of for shuttle transportation is required. Dept of Tx MCL provides no funding support (except for a \$5 Registration fee per Delegate) for the Hosting Detachment. LPL1384 is projecting a cost of about \$12000.00 to host the Convention. Our primary fundraising activity is our Veterans Annual Golf Tournament where the funds raised are used to support Vets and Bastrop City and Bastrop County. We are confident that we can support the costs of the Convention but with the additional requirement of the shuttle transportation, this will stretch our funding resources. It is for this reason that we are applying for this grant.

Describe the organization's purpose.

LPL1384 is a military service organization with a national mission to "... join in camaraderie and fellowship for preserving the traditions and promoting the interests of the United States Marine Corps, effectively promote the ideals of American freedom and democracy, voluntarily aiding and rendering assistance to all Marines, FMF Corpsmen and former Marines and FMF Corpsmen and to their widows and orphans." In addition, LPL1384 created a secondary mission statement that specifically focuses on providing financial assistance and services to any veteran of the United States Military in Bastrop County. Veterans in need of assistance can request funds through a program we call is "F.A.I.T.H" (Funding Assistance In Trying Hours) which provides support funding direct financial assistance to veterans and their immediate families for basic needs. For example, transportation, medical assistance, food, shelter, clothing, appliances and wheel chair ramps.

CITY OF BASTROP
2018 COMMUNITY SUPPORT FUNDING APPLICATION

Share your organization's experience, accomplishments and qualifications to successfully complete the program services.

This is LPL1384's first attempt in hosting a Convention; however, members of LPL1384 have a variety of business and military career backgrounds to prepare for and support a Convention of this size. Our approach is simple, it is a military operation and must follow basic principles of staff planning. We have meet with key individuals in the City, County, Bastrop Convention Center, and Hotels to ensure that it is well planned and we are ready to host the Dept of Texas MCL State Convention.

LPL1384 began assisting veterans in the Bastrop and Bastrop County in 2013. Each year we have increased our ability to support veterans and their families in Bastrop County. Our major fundraising event is the LPL1384 Annual Veterans Golf Tournament where participation has slowly increased resulting in increased funds that we return to the veteran community through our F.A.I.T.H. Program. In addition, we support other agencies that indirectly support veterans such as C.A.S.A., Silver Pines Nursing and Rehabilitation Center, Bastrop Lost Pines Nursing and Rehabilitation Center, and Bastrop High School and Elgin High School NJROTC programs to name a few.

Identify any in-kind services that you currently receive, or have received in the past from the City of Bastrop (include dates).

None. This is the first year LPL1384 is applying for City Services.

Over the past year, identify what percentage of your total organizations purpose benefited City of Bastrop citizens.

LPL1384 (and that of the MCL) mission statement is to provide support by funding direct financial assistance to veterans and their immediate families for basic needs, including but not limited to: transportation, medical assistance, food, and shelter. During 2016 we supported 167 Veterans and individuals which was 1.9% of Bastrop City (base on 8600 population). In addition, we also supported Veterans and individuals in and out of Bastrop County. From Jan 2017 to June 2017 we have supported 155 Veterans and individuals which was 1.8% of Bastrop City (base on 8600 population). In addition, we also supported Veterans and individuals in and out of Bastrop County. LPL1384 also helps support through donations to C.A.S.A. (we supported 4 families), Bastrop High School NJROTC (90 students), Bastrop Silver Pines Nursing and Rehabilitation Center (is a VA Affiliated Nursing home serving 19 Veterans), Bastrop Lost Pines Nursing and Rehabilitation Center (5), Bastrop County Veterans Honor Guard, and Elgin High School NJROTC (80).

PROGRAM SERVICES

Describe your program services.

The F.A.I.T.H program is designed to provide financial assistance and services to veterans of the United States Military in Bastrop County. F.A.I.T.H aids veterans by funding direct financial assistance to veterans and their immediate families for basic needs, including but not limited to: transportation, medical assistance, funds for rent and or utilities, food, meals, shelter, health and hygiene items, clothing, temporary lodging costs, construction projects such as building mobility ramps, storage sheds, and home repairs.

Many veterans struggle during times of emergency or crisis. Project F.A.I.T.H. provides a means to enable these brave service men and women to get a leg up while returning to a more productive, fulfilling life with their families after an emergency or crisis. When we help improve the lives of our veterans, we also improve the quality of life for their families, and communities.

To be eligible for the F.A.I.T.H program, you must have served honorably in the United States Military and provide proof of that service. For more information, please review the attached brochure about our F.A.I.T.H. Program (See Attachment 6).

CITY OF BASTROP
2018 COMMUNITY SUPPORT FUNDING APPLICATION

How will the City of Bastrop funds be used?

We are expecting approximately 250 to 300 MCL Department of Texas Convention attendees. Most will be staying at three designated hotels or the two RV Parks. Since the hotels and the Bastrop Convention Center are about two miles apart, we can anticipate most Convention Attendees will drive themselves from the hotels/RV Parks to and from the Convention Center. However, we must plan on providing mass transit shuttle service to assist in the movement of Convention Attendees. We must plan on moving Convention Attendees beginning at 7:00AM until 9:00AM (high density volume), then switching to low density between 9:00AM until 4:00PM, and then switching to high volume again from 4:00PM until 6:00PM. Saturday will be similar with the additional requirement of high volume from 6:00PM until 9:00PM to support the Banquet. LPL1384 is anticipating a transportation support requirement of 42 bus hours. Based on discussions with Goldstar Transportation (BISD School Buses) the hourly rate is \$70 per hour and when multiplied by 42 hours it comes out to \$2940. This is the worst-case scenario and any funds not used will be returned.

How will the program services benefit the community?

We are expecting approximately 250 to 300 MCL Convention attendees. These attendees will be requiring lodging at four hotels and two RV Parks. In addition, convention attendees will patronizing restaurants, bars, gas stations, convenient stores, coffee and donut shops, souvenirs shops, and local tourist attractions in Bastrop (downtown and the river). Food vendors will be required to serve a continental breakfast and lunch at noon at the Convention Center. Finally, caterers are necessary to support all the Banquet requirements, the Bastrop Police is needed for security during the banquet, and bus drivers for transportation needs. LPL1384 F.A.I.T.H Program is tasked to provide funding for needy Veterans of Bastrop County. We provide direct financial assistance with monies raised through our organization's efforts and not from the taxpayers of Bastrop. Through referrals, veterans and their immediate families have received and will continue to receive a variety of basic needs, including but not limited to: transportation, medical assistance, funds for rent and or utilities, food, meals, shelter, health and hygiene items, clothing, temporary lodging costs, construction projects such as building mobility ramps, storage sheds, and home repairs. ndees will be requiring lodging at thhotels and two RV

For your organization's purpose, what percentage of City of Bastrop citizens do you estimate will benefit from this funding?

Although difficult to estimate the number of citizens that will benefit directly and/or indirectly and based on a population number of 8600, LPL1384 will estimate 4% of the Bastrop population. This estimate is based on the following categories. I will assume that there are 65 employees at the Hotels and RV Parks. Next, I believe that there is a staff of about 6 at the Convention Center. Each day we will need caterers to serve a continental breakfast and box lunch at noon at the Convention Center which could be 10. Gas stations and convenient stores with about 20 employees. Attendees will be eating dinner out Thursday, Friday, and Saturday and I estimate somewhere around 200 employees. Because we will have a banquet, we will need caterers, a photographer, a DJ for music and dancing, plus two Police Officers for a total of 16. Finally, no more than 10 bus drivers for Friday and Saturday. So LPL1384's best guess estimate would be 321 employees. Due to LPL1384 mission to support Veterans in need (F.A.I.T.H. Program), we believe and hope more Veterans will become aware of our mission as they learn of the Convention. As a result, LPL1384 anticipates assisting more Veterans in need of assistance. It could be estimated that 20 to 30 Vets could be seeking assistance. Based on a population number of 8600, LPL1384 in 2017, has served 155 which is 1.8% of the Bastrop populati

How do you know these program services are needed? Are there other entities providing the same or similar services which are available to City of Bastrop citizens? Will there be a coordination of services? Explain.

Although some of the Conference Attendees will drive their vehicles to the convention center form their hotels, many will require a shuttle service. LPL1384 does not have the equipment nor personnel with appropriate licenses to support these requirements. The Attendees will want flexibility in attending the convention and will need access to shuttle services between the convention center and the hotels (2 miles' distance) on a more frequent service schedule. Along with LPL1384, there are other Service Veterans Organizations (VFW and American Legion) and County Services that are helping Veterans as well. LPL1384 receives referral through our website, Church organizations, Veterans Administration, and other organizations. Bastrop County has an excellent Veteran Coordinator Col Richard Hutchins, USAF Retired. His role is the Bastrop County Veterans Services Officer, and has made several referrals to LPL1384 for support over the years.

CITY OF BASTROP
2018 COMMUNITY SUPPORT FUNDING APPLICATION

REPORTING

How will you track the number of City of Bastrop citizens benefited by your organization's program services?

LPL1384 will ask convention attendees to complete a feedback form at the end of the convention. The form will include questions concerning activities they participated in and establishments they visited while in Bastrop.
LPL1384 maintains records of who received funding from LPL1384. These records include date, request information, reason for the requests, and amount of funds distributed.

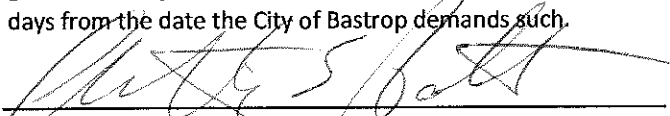
How will you evaluate if you were effective?

Metrics of participations.
We will look at the total number of Convention Attendees and use that as our baseline to estimate participation. Next, we will look at the passenger tally counts on the shuttle buses for both days to determine the effectiveness of the shuttles. Lastly, LPL1384 will ask convention attendees to complete a feedback form at the end of the convention.
LPL1384 maintains records on each transaction approved from the F.A.I.T.H. program since the inception 2014. This historical information provides trends, tracks the number of requests for support, annotates what the request or service was provided, and maintains a record of monies associated with that request. Compared to previous years, the first half of 2017 has provided the most requests, and assistance granted compared to previous years.

If you have done/currently doing these program services, describe the results you have experienced and statistics.

This will be the first Department of Texas Marine Corps League State Convention hosted in Bastrop so there are no results to describe yet.
During 2016 we supported 167 and donated \$8750.00 to Veterans and individuals of Bastrop City, in addition to other Veterans and individuals in and out of Bastrop County. From Jan 2017 to June 2017 we have supported 155 and donated \$9386.00 to Veterans and individuals of Bastrop City, in addition to other Veterans and individuals in and out of Bastrop County. In addition to helping Veterans and their families, we also support through donations C.A.S.A., Bastrop High School NJROTC (90), Silver Pines Nursing and Rehabilitation Center in Bastrop (19 Veterans), Bastrop Lost Pines Nursing and Rehabilitation Center (5). Bastrop County Veterans Honor Guard, and Elgin High School NJROTC (80).

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



Authorized Signature for the Applicant

Anthony E. Poletti

Name Printed or Typed

June 30, 2017

Date

Commandant, Lost Pines Leathernecks Det 1384

Title

Return this application to:
City of Bastrop
Finance Department
P. O. Box 427
1311 Chestnut Street
Bastrop, Texas 78602

DEADLINE: 5:00 P.M., June 30, 2017
(no applications will be accepted after this deadline)

Electronic/Facsimile submissions will not be considered.

CITY OF BASTROP
2018 HOTEL OCCUPANCY TAX FUNDING APPLICATION

ORGANIZATION INFORMATION:

Tough Mudder Inc.	6/30/2017
Official Name of Organization	Date
Shivani Banker	shivani.banker@toughmudder.com
Contact Person	E-mail
15 MetroTech Center, Floor 7	3136222577
Organization Address	Phone Number
www.toughmudder.com	
Website Address	

Is your Organization:

<input type="checkbox"/> 501(c)3	<input type="checkbox"/> Other (provide description) <u>A Delaware Corporation</u>	Tax ID# <u>465652576</u>
----------------------------------	--	--------------------------

\$ 50,000.00	\$ 18,989.00
Total Amount Requested	Total Amount Granted prior year

Provide a brief description of your organization's mission:

At TMHQ, our core mission is to create unconventional, life changing experiences for our participants and community partners. Since 2010, Tough Mudder has consistently delivered on this mission by hosting over two hundred events across nine countries - drawing almost three million participants to date and raising over ten million dollars for various charities. More than a fitness challenge, Tough Mudder is a set of core values practiced both out on the course and in everyday life. Mudders pledge to put teamwork and camaraderie before their course time, help their fellow Mudders complete the course, and over all obstacles. Tough Mudder is the global innovator in obstacle event challenges, and believes that it is important to form long term relationships with the local communities and venues that host our events. In doing so, we are more capable of fulfilling our purpose of creating unconventional, life-changing experiences, not only for our participants, but the cities that we partner with year after year. On average, Tough Mudder events attract between 10,000 and 20,000 in visitors in attendance, and generate between \$5,000,000 and \$15,000,000 in total economic impact.

A Tough Mudder event weekend consists of Tough Mudder, a 10 – 12 mi. obstacle course designed to test participants' strength, stamina, teamwork, and mental grit; Tough Mudder Half, a 5 mi. obstacle course challenge that maintains all of the thrills of Tough Mudder in half the distance; Tougher Mudder, a timed and competitive take on the signature Tough Mudder course that allows participants' to push themselves to a new level while still maintaining core values of teamwork and camaraderie; and Mini Mudder, a 1 mi. obstacle course challenge designed specifically for

- Required Attachments:**
- 1) Last fiscal year's financial statement (profit & loss statement) for your organization as a whole
 - 2) Proposed Budget FY2018 (10/01/2017 - 09/30/2018) itemized detail relevant to HOT fund revenue requesting ✓
 - 3) Copy of 501 (c) letter from Internal Revenue Service (if applicable) NA
 - 4) Event Planning Timeline (if applicable) ✓
 - 5) Identify other sources of funding ✓
 - 6) List of all Board Members ✓
 - 7) ALL ATTACHMENTS SHOULD BE PROVIDED IN 8.5" X 11" SIZE; NO OTHER ATTACHMENTS ACCEPTED

CITY OF BASTROP
2018 HOTEL OCCUPANCY TAX FUNDING APPLICATION

EVENT OR PROJECT INFORMATION

(COMPLETE A SEPARATE FORM FOR EACH EVENT)

Project Number
1 of 1

Tough Mudder Inc.	2017
Name of Organization	Fiscal Year of Request
Tough Mudder Central Texas 2018	5/5/2018
Name of Event or Project	Date of Event or Project
\$ 50,000.00	McMahan Ranch (Bastrop County, Texas)
Amount Requested	Primary Location of Event or Project
12,500.00	7
Expected Attendance	How many years have you held this Event or Program
40.00%	4,500.00
Percentage of attendance that will be staying overnight in hotels	Estimated number of hotel room nights that will be generated by the Event

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

Tough Mudder plans to practice the following measures in order to detail the impact of Tough Mudder Central Texas 2018 on regional economic activity.

1. TM consistently monitors event registrations and participant analytics through the Eventbrite platform.
2. TM commissions an economic impact post-event survey to gauge participant demographics, travel behavior (location by zip code, travel time, etc.), overnight activity (percent of overnight stay, length of stay, type of accommodations, etc.), and spending activity in order to produce a detailed post-event report (with accurate statistics surrounding out-of-market visitors).
3. TM commissions a general post-event survey to gauge the Net Promoter Score and obstacle satisfaction.
4. TM collects detailed pick-up reports (room nights) from all contracted properties post-event.
5. TM deploys dedicated e-mails to participants directing them to the official event Lodging page that will prominently feature regional properties and track page visits for reporting purposes.
6. TM polls local businesses and event partners in order to evaluate areas of success and identify areas of improvement.

TM ensures the accurate tracking and timely reporting of project outcomes by employing dedicated in-house teams that are responsible for exceptional servicing and communication to internal and external partners. For external community partners, including local sponsors, hotel partners, and potential funders, a team of Community Development Associates maintain monthly touch-points with contacts and provide status updates and event reports upon request.

Do your promotional materials/website note area lodging facilities that can host participants? YES NO

Tell us about your event or project:

Tough Mudder Central Texas 2017 will be held on May 6, 2017 and May 7, 2017 at McMahan Ranch in Smithville, Texas for the third consecutive year. For the first time, Tough Mudder Central Texas will consist of a Tough Mudder event and a Tough Mudder Half event running concurrently on each event day. By introducing a new collaborative event format to this market, we aim to draw an increased number of participants to Bastrop; thus introducing a new demographic to the region and further marketing Bastrop as a premier destination for event guests. Please find descriptions of both events below.

Tough Mudder is a ten to twelve mile obstacle course inspired by British Special Forces designed to test participants' overall strength, stamina, teamwork and mental grit. Tough Mudder places great value in promoting camaraderie throughout the course, designing obstacles that encourage group participation. Participants must commit to helping others complete the course, putting teammates before themselves, and overcoming fears. Tough Mudder participants are affluent, adventurous, innovative individuals that vary in age, gender and socioeconomic status. Demographically, Tough Mudder's participants are generally 65% male and 35% female, about 70% of who are under age 40, with an annual income of at least \$85,000. Tough Mudder Central Texas 2016 drew about seven thousand participants and spectators, and we anticipate growth in 2017.

Tough Mudder Half is an epic five-mile obstacle course designed to test physical strength and mental grit in a team-oriented, social atmosphere. It offers a new opportunity for participants to live out the same memories in just half the distance. Rough Mudder Half offers all of the thrills of Tough Mudder, made accessible for everyday athletes and "weekend warriors". The consumer profile of a Tough Mudder Half participant is geared towards a 56% male and 44% female split, with an average age between 25 – 40 and a mid-level income. The characteristics of a Tough Mudder Half participant can be described as hyper-social, trendsetting, self-motivated and tech-savvy. Tough Mudder Half Central Texas 2016 drew about three thousand participants and spectators in the debut year, and we anticipate growth in 2017.

CITY OF BASTROP
2018 HOTEL OCCUPANCY TAX FUNDING APPLICATION

EVENT OR PROJECT INFORMATION

(COMPLETE A SEPARATE FORM FOR EACH EVENT)

Project Number
1.00 of 1.00

To qualify for financial assistance under the Hotel Occupancy Tax for Bastrop, the expenditure must satisfy Part One and at least ONE of the options in Part Two.

PART ONE - *In order to be eligible to receive HOT Funding you must comply with State Law/Chapter 351 of the Tax Code. Revenues must be used to directly promote tourism and the convention and hotel industry. Which expenditure category from page 6 is most relevant to your project event? Please explain*

Tough Mudder Central Texas 2017 qualifies for financial assistance under the expenditure category of advertising, solicitations, and promotions that attract tourists and convention delegates to City of Bastrop.


The City of Bastrop and surrounding communities are an emerging tourism destination in Central Texas, and welcoming an increased number of Tough Mudder and Tough Mudder Half participants to the area for an enhanced Tough Mudder Central Texas event will serve to increase brand awareness for the region, solidify brand identity for Bastrop, and encourage a longer stay and activity in the community by enhancing visitor experience. As over 98% of Tough Mudder Central Texas 2016 participants were visitors to Bastrop, Tough Mudder Central Texas 2017 is an opportunity to further market Bastrop to non-local participants on a national level as a premier destination location, and build upon the reputation that Bastrop attracts adventurous and exciting events to the community. Tough Mudder is excited for the potential opportunity to promote the City of Bastrop alongside this event in 2017.

From Tough Mudder's first event in Bastrop in 2015 to Tough Mudder Central Texas 2016, an event which we partnered with the City of Bastrop, there is evidence of growth in overnight activity. In 2015, 50% of participants stayed overnight, while in 2016, 55.5% of participants stayed overnight. In 2015, 61.6% of overnight participants stayed in local hotels, while in 2016, 70.8% of overnight participants stayed in local hotels. In 2015, the average length of stay was 1.9 nights, while in 2016, the average length of stay was 2.1 nights. In addition to the aforementioned figures, over 60% of participants were first-time Central Texas Mudders. Tough Mudder is eager to continue to attract new participants from surrounding communities to Bastrop for this event, in addition to the "Legionnaire" population (multiple Mudder finishers). Please find post-event reports attached from both 2015 and 2016 for further statistical information.

To build upon this growth in 2017, Tough Mudder plans to use a number of marketing tactics to best promote Bastrop accommodations and attractions not only to increase event participation, but inspire organic tourism to the region post-event. Tough Mudder will utilize digital marketing in the form of event page promotion, lodging page promotion, web display advertising, search advertising, and Facebook advertising - beginning all promotional tactics upon event launch (creating close to eleven months of media exposure prior to the event).

**CITY OF BASTROP
2018 HOTEL OCCUPANCY TAX FUNDING APPLICATION**

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



Authorized Signature for the Applicant
Shivani Banker

Name Printed or Typed
Shivani Banker

6/30/2017

Date
Community Development Manager

Title

Return completed application and attachments to:
City of Bastrop
Finance Department
P. O. Box 427
1311 Chestnut Street
Bastrop, Texas 78602

DEADLINE: 5:00 P.M., JUNE 30, 2017

Electronic/Facsimile submissions will not be considered.



STAFF REPORT

MEETING DATE: July 25, 2017

AGENDA ITEM: 6D

TITLE:

Receive presentation on the Quarterly Investment Report for the period ending in June 30, 2017.

STAFF REPRESENTATIVE:

Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

POLICY EXPLANATION:

This reporting requirement is set forth by the Public Funds Investment Act, Texas Government Code , Chp. 2256 and is also a requirement of the Investment Policy adopted by Council.

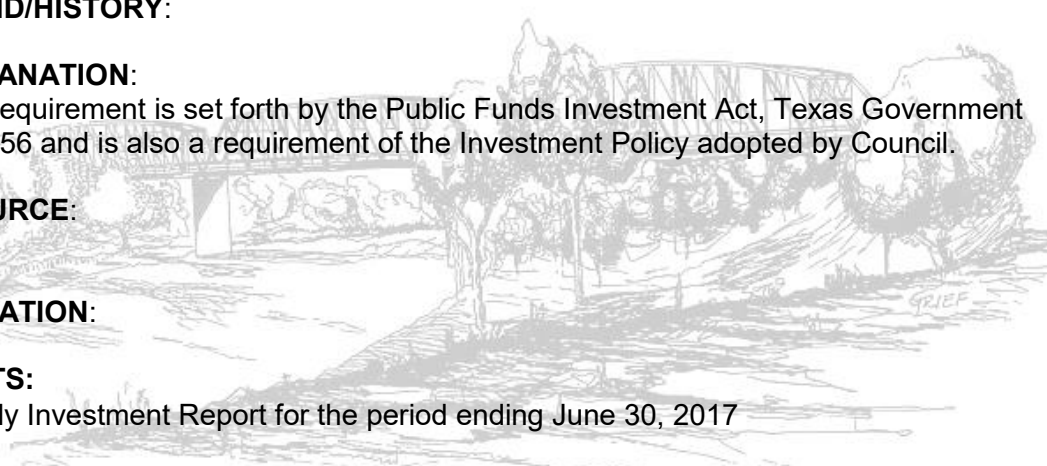
FUNDING SOURCE:

NA

RECOMMENDATION:

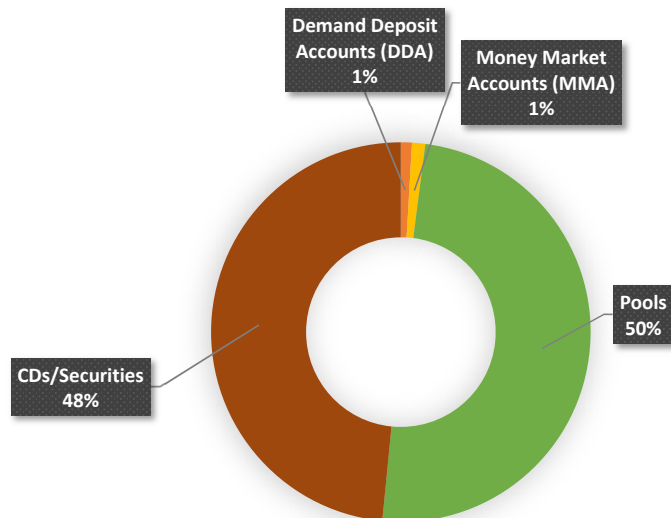
ATTACHMENTS:

- Quarterly Investment Report for the period ending June 30, 2017



City of Bastrop
Quarterly Investment Report
Portfolio Summary
 period ending June 30, 2017

Investments Description	June 30, 2017		March 31, 2017		QTD	YTD	Weighted
	Book Value	Market Value	Book Value	Market Value	Interest Earned	Interest Earned	Average Maturity
Demand Deposit Accounts (DDA)	\$ 372,283	\$ 372,283	\$ 279,420	\$ 279,420	\$ 1,721	\$ 4,127	0.01
Money Market Accounts (MMA)	\$ 313,303	\$ 313,303	\$ 334,564	\$ 334,564	\$ 236	\$ 343	0.01
Pools	\$ 13,150,955	\$ 13,150,955	\$ 14,756,001	\$ 14,756,001	\$ 30,505	\$ 85,756	0.50
CDs/Securities	\$ 14,680,078	\$ 14,665,860	\$ 14,427,159	\$ 14,420,606	\$ 36,251	\$ 100,193	31.04
Total Investments	\$ 28,516,618	\$ 28,502,401	\$ 29,797,144	\$ 29,790,591	\$ 68,712	\$ 190,419	31.55
					FY16 YTD	\$ 139,493	



The investment portfolio of the City of Bastrop is in compliance with the Public Investment Act and the Investment Policy and Strategies.

Prepared by:

Tracy Waldron
 Tracy Waldron, Chief Financial Officer

City of Bastrop
Detail of Investment Holdings
period ending June 30, 2017

Type	BANK/ BROKER	CUSIP #/ Account #	YIELD	MATURITY DATE	Mar. 31, 17 Market Value	Purchase/ Adjustments	Sales/Adjust/ Call/Maturity	June 30, 2017 Book Value	June 30, 2017 Market Value
DDA	FNB-Pooled Cash		0.00%	04/01/2017	\$ 279,420			\$ 372,283	\$ 372,283
MMA	FNB-Escrow Acct			04/01/2017	\$ 50,039	\$ 200,000		\$ 250,121	\$ 250,121
MMA	FNC-Dreyfus			04/01/2017	\$ 281,534		\$ 244,635	\$ 54,231	\$ 54,231
MMA	MBS-MM Acct			04/01/2017	\$ 2,991			\$ 8,951	\$ 8,951
Pools	Texpool			04/01/2017	\$ 3,645,618			\$ 3,752,886	\$ 3,752,886
Pools	Texas Class			04/01/2017	\$ 5,524,771			\$ 4,072,832	\$ 4,072,832
Pools	Texas Term			04/01/2017	\$ 5,585,612			\$ 5,325,237	\$ 5,325,237
Security	FHLM	3134GA4M3	1.13%	02/21/2020	\$ 499,390			\$ 499,391	\$ 499,775
Security	FHLM	3134GA4T8	1.13%	02/28/2020	\$ 499,715			\$ 499,181	\$ 499,790
Security	FHLMC	3134GATV6	1.73%	10/28/2019	\$ -	\$ 748,797		\$ 748,797	\$ 748,305
Security	FHLMC	3134GALS1	1.51%	09/12/2019	\$ -	\$ 498,122		\$ 498,122	\$ 496,120
CD	FNB	66399	0.80%	04/26/2017	\$ 1,500,000		\$ 15,000,000	\$ -	\$ -
CD	FNB	74778	0.70%	11/05/2017	\$ 1,500,000			\$ 1,500,000	\$ 1,500,000
CD	FNC	063248FM5	0.70%	05/05/2017	\$ 245,017		\$ 245,017	\$ -	\$ -
CD	FNC	07370WYQ3	0.70%	05/10/2017	\$ 245,002		\$ 245,002	\$ -	\$ -
CD	FNC	34387ABV0	1.00%	06/19/2017	\$ 245,091		\$ 245,000	\$ -	\$ -
CD	FNC	9497482Y2	1.00%	06/19/2017	\$ 245,091		\$ 245,000	\$ -	\$ -
CD	FNC	108622ER8	1.00%	09/15/2017	\$ 245,208			\$ 245,000	\$ 244,973
CD	FNC	20361LBQ6	1.00%	09/22/2017	\$ 245,279			\$ 245,000	\$ 244,993
CD	FNC	31985HAK2	0.75%	11/03/2017	\$ 245,103			\$ 245,000	\$ 244,843
CD	FNC	33732TAT9	0.75%	11/14/2017	\$ 245,103			\$ 245,000	\$ 244,831
CD	FNC	69478QDB3	0.75%	11/20/2017	\$ 245,093			\$ 245,000	\$ 244,816
CD	FNC	20033ANZ5	1.30%	01/19/2018	\$ 245,978			\$ 245,000	\$ 245,399
CD	FNC	12738RCW2	1.25%	02/12/2018	\$ 100,258			\$ 100,000	\$ 100,082
CD	FNC	04407RAX9	0.85%	02/13/2018	\$ 244,998			\$ 245,000	\$ 244,748
CD	FNC	06414QXX2	1.00%	02/27/2018	\$ 244,953			\$ 245,000	\$ 244,735
CD	FNC	20786ABK0	1.00%	02/28/2018	\$ 245,368			\$ 245,000	\$ 245,039
CD	FNC	88241TAL4	1.00%	03/12/2018	\$ 245,184			\$ 245,000	\$ 244,929
CD	FNC	32112UCC3	1.00%	03/15/2018	\$ 244,748			\$ 245,000	\$ 244,613
CD	FNC	55266CRV0	0.90%	03/26/2018	\$ 189,721			\$ 190,000	\$ 189,652
CD	FNC	PER200CW7	1.05%	05/04/2018	\$ 200,901			\$ 200,000	\$ 200,843
CD	FNC	465076JH1	1.05%	05/04/2018	\$ 244,865			\$ 245,000	\$ 244,691
CD	FNC	02006LA78	1.00%	05/07/2018	\$ 244,510			\$ 245,000	\$ 244,410
CD	FNC	46176PFA8	1.00%	05/04/2018	\$ 244,865			\$ 245,000	\$ 244,691
CD	FNC	981571CD2	1.10%	05/04/2018	\$ 199,890			\$ 200,000	\$ 199,752
CD	FNC	57116ALT3	1.00%	05/07/2018	\$ 244,855			\$ 245,000	\$ 244,682
CD	FNC	845182AM6	1.00%	05/07/2018	\$ 244,855			\$ 245,000	\$ 244,684
CD	FNC	29266N2A4	0.95%	05/07/2018	\$ 244,375			\$ 245,000	\$ 244,312
CD	FNC	59013JNX3	1.00%	05/10/2018	\$ 244,846			\$ 245,000	\$ 244,674
CD	FNC	49306SWN2	1.00%	05/11/2018	\$ 244,841			\$ 245,000	\$ 244,667
CD	FNC	140420ZA1	1.00%	05/11/2018	\$ 244,841			\$ 245,000	\$ 244,667
CD	FNC	05581WGE9	1.05%	05/25/2018	\$ 244,512			\$ 245,000	\$ 244,390
CD	FNC	466682AF8	0.90%	05/29/2018	\$ 244,495			\$ 245,000	\$ 244,378
CD	FNC	74316VEN1	0.90%	05/31/2018	\$ 244,486			\$ 245,000	\$ 244,368
CD	FNC	69413CES4	0.90%	05/31/2018	\$ 244,488			\$ 245,000	\$ 244,368
CD	FNC	307660KA7	0.90%	06/04/2018	\$ 244,471			\$ 245,000	\$ 244,351
CD	FNC	254672F86	1.00%	08/17/2018	\$ 243,996			\$ 245,000	\$ 243,942
CD	FNC	066519CA5	1.00%	08/27/2018	\$ 243,733			\$ 245,000	\$ 243,728
CD	FNC	06425KBR9	1.00%	09/14/2018	\$ 29,836			\$ 30,000	\$ 29,837
CD	FNC	05580AFE9	1.10%	09/17/2018	\$ 245,553			\$ 247,000	\$ 245,580
CD	FNC	084601GN7	1.25%	11/29/2018	\$ 247,313			\$ 248,000	\$ 247,266
CD	FNC	29976DX62	1.25%	11/30/2018	\$ 247,308			\$ 248,000	\$ 247,261
CD	FNC	58403B5P7	1.40%	12/13/2018	\$ 248,851			\$ 249,000	\$ 248,746
CD	FNC	68621KAJ0	1.50%	03/18/2019	\$ 247,789			\$ 248,000	\$ 247,829
CD	FNC	508176CH5	1.60%	03/22/2019	\$ 249,247			\$ 249,000	\$ 249,242
CD	Frontier	501272	0.95%	05/25/2018	\$ 245,587			\$ 245,587	\$ 245,587
CD	FNB	74957	0.80%	06/27/2018	\$ 130,000			\$ 130,000	\$ 130,000
CD	MBS	049060BE5	1.40%	01/14/2019	\$ 249,000			\$ 249,000	\$ 248,644

City of Bastrop
Detail of Investment Holdings
period ending June 30, 2017

Type	BANK/ BROKER	CUSIP #/ Account #	YIELD	MATURITY DATE	Mar. 31, 17 Market Value	Purchase/ Adjustments	Sales/Adjust/ Call/Maturity	June 30, 2017 Book Value	June 30, 2017 Market Value
CD	FNC	02587DM88	1.65%	04/05/2019		\$ 245,000		\$ 245,000	\$ 245,409
CD	FNC	02587CEH9	1.55%	05/03/2019		\$ 248,000		\$ 248,000	\$ 247,891
CD	MBS	71270QQW9	1.60%	05/10/2019		\$ 248,000		\$ 248,000	\$ 248,094
CD	FNC	48126XW35	1.50%	05/17/2019		\$ 249,000		\$ 249,000	\$ 248,614
CD	FNC	949763HU3	1.65%	06/21/2019		\$ 249,000		\$ 249,000	\$ 249,197
CD	FNC	856285BZ3	1.70%	06/24/2019		\$ 247,000		\$ 247,000	\$ 247,425
TOTAL					\$ 29,790,591	\$ 1,446,919	\$ 16,224,654	\$ 28,516,619	\$ 28,502,401

DATES: 4/01/2017- 6/30/2017

		BEGINNING	TOTAL	TOTAL	ENDING	AVERAGE
		BALANCE	DEBITS	CREDITS	BALANCE	DAILY
						BALANCE
WATER/WASTEWATER FUND						
202-00-00-1010	XS RANCH WELL MI	50,038.71	200,081.88	0.00	250,120.59	133,569.98
FUND 202 TOTAL		50,038.71	200,081.88	0.00	250,120.59	133,569.98
FAIRVIEW CEMETERY-PERMAN						
526-00-00-1142	CERT OF DEPOSIT-	245,586.66	0.00	0.00	245,586.66	245,586.66
526-00-00-1148	CD - FNB	130,000.00	0.00	0.00	130,000.00	130,000.00
FUND 526 TOTAL		375,586.66	0.00	0.00	375,586.66	375,586.66
2013 COMB REV/TAX BOND						
724-00-00-1100	TEXAS TERM	2,178,764.36	120,984.75	194,577.53CR	2,105,171.58	2,090,734.07
FUND 724 TOTAL		2,178,764.36	120,984.75	194,577.53CR	2,105,171.58	2,090,734.07
CO 2014 SERIES						
725-00-00-1100	TEXAS TERM	3,406,848.20	8,578.32	195,360.82CR	3,220,065.70	3,310,371.83
FUND 725 TOTAL		3,406,848.20	8,578.32	195,360.82CR	3,220,065.70	3,310,371.83
POOLED CASH FUND						
991-00-00-1000	POOLED CASH ACCO	278,283.37	12,915,070.03	12,821,070.02CR	372,283.38	582,925.52
991-00-00-1100	TEX POOL	3,645,617.99	482,267.86	375,000.00CR	3,752,885.85	3,702,869.86
991-00-00-1105	TEXAS CLASS	5,524,770.52	123,061.26	1,575,000.00CR	4,072,831.78	4,683,295.77
991-00-00-1135	DREYFUS MM ACCT	281,533.67	30,697.68	258,000.00CR	54,231.35	55,144.76
991-00-00-1136	MULTI-BANK SECUR	2,991.61	1,500,878.66	1,494,919.10CR	8,951.17	483,047.02
991-00-00-1140	CERTIFICATE OF D	3,000,000.00	0.00	1,500,000.00CR	1,500,000.00	1,928,571.43
991-00-00-1141	CERTIFICATE OF D	9,804,000.00	1,238,000.00	980,000.00CR	10,062,000.00	10,040,681.32
991-00-00-1146	CERTIFICATES OF	249,000.00	1,494,919.10	1,246,919.10CR	497,000.00	744,555.75
991-00-00-1147	U.S. AGENCY	998,571.88	1,246,919.10	0.00	2,245,490.98	1,012,274.29
FUND 991 TOTAL		23,784,769.04	19,031,813.69	20,250,908.22CR	22,565,674.51	23,233,365.72
REPORT TOTALS		29,796,006.97	19,361,458.64	20,640,846.57CR	28,516,619.04	29,143,628.26
		=====	=====	=====	=====	=====



STAFF REPORT

MEETING DATE: July 25, 2017

AGENDA ITEM: 6E

TITLE:

Receive report from Bastrop Economic Development Corporation.

STAFF REPRESENTATIVE:

Shawn Kirkpatrick, Executive Director
Bastrop Economic Development Corporation





STAFF REPORT

MEETING DATE: July 25, 2017

AGENDA ITEM: 7

TITLE:

CITIZEN COMMENTS

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

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

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: July 25, 2017

AGENDA ITEM: 8A

TITLE:

Consider action to approve minutes from the June 29, 2017 Budget Hearing and July 11, 2017 Regular Council Meeting.

STAFF REPRESENTATIVE:

Lynda Humble, City Manager
Ann Franklin, City Secretary

BACKGROUND/HISTORY:

N/A

POLICY EXPLANATION:

Section 551.021 of the Government Code provides as follows:

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

FUNDING SOURCE:

N/A

RECOMMENDATION:

Consider action to approve minutes from the June 29, 2017, Budget Hearing and July 11, 2017, Regular Council Meeting.

ATTACHMENTS:

- June 29, 2017 DRAFT Budget Hearing Minutes
- July 11, 2017 DRAFT Regular Council Meeting Minutes

**MINUTES OF SPECIAL BUDGET WORKSHOP MEETING
BASTROP CITY COUNCIL
July 29, 2017**

The Bastrop City Council met in a Special Budget Workshop Meeting on Thursday, July 29, 2017 at 6:30 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were Mayor Schroeder, Mayor Pro Tem Schiff and Council Members Peterson, Nelson, Ennis and Jones. Officers present were City Manager Lynda Humble and City Secretary Ann Franklin. Staff present were Planning and Engineering Director, Wesley Brandon; Chief Financial Officer, Tracy Waldron; and Managing Director of Public Works and Leisure Services, Trey Job.

1. CALL TO ORDER

Mayor Schroeder called the meeting to order at 6:31 p.m.

2. WORK SESSION

2C. Discuss the proposed Water & Wastewater Capital Improvement Program and implementation of required fees as outlined in recent Water/Wastewater Rate Study. **This item was withdrawn without objection.**

2A. Discuss overview of FY 2018 Budget process.

Presentation was made by City Manager, Lynda Humble.

The following dates were listed for receipt of certified tax roll, future workshops and public hearings:

July 20, 2017 – Additional Budget Workshop

July 25, 2017 – Receive Certified Tax Roll

August 1, 2017 – Special Council Meeting to meet State Law Publication Notification Requirements on Tax Rate

August 8, 2017 – Present Budget to Council

August 16 and 17, 2017 - Budget Workshop

August 22, 2017 – First Public Hearing on Tax Rate

September 12, 2017 – Second Public Hearing on Tax Rate & First Public Hearing on Budget

September 26, 2017 – Adopt Budget and Set Tax Rate

2B. Discuss the proposed use of Red Light Camera Funds to fund traffic safety projects pursuant to Chapter 707 of the Texas Local Government Code.

Presentation was made by City Manager, Lynda Humble and Managing Director of Public Works and Leisure Services, Trey Job.

City Manager, Lynda Humble informed the Council that a consensus of the Council will be required in order to include the proposed projects using the Red Light Camera funds in the budget, as it is not included in the budget as of yet.

There was a consensus of the Council to include the proposed projects using the Red Light Camera funds in the budget.

2D. Discuss the proposed Building Inspection Fees to support anticipated costs of future development.

Presentation was made by Planning and Engineering Director, Wesley Brandon.

City Manager, Lynda Humble asked for a consensus of rate increase for permits from the Council.

There was a consensus of the Council of rate increase for permits.

- 2E. Discuss need to establish a Municipal Drainage Utility System Fee to fund numerous drainage maintenance and improvement projects pursuant to Chapter 552 of the Texas Local Government Code.

Presentation was made by City Manager, Lynda Humble and Managing Director of Public Works & Leisure Services, Trey Job.

City Manager, Lynda Humble asked for a consensus of utility use fee for drainage.

There was a consensus of the Council of utility use fee for drainage.

- 2F. Receive input from Council regarding additional budget priorities for FY 2018 budget.
Mayor Pro Tem Schiff

- **Wanted to make having enough staff to deal with mowing and litter issues a priority.**
- **Would like to have a sound and voting system for the Chambers.**

Council Member Peterson

- **Concerned with the water, wastewater, infrastructure and piping underground. Feels it is time to start replacing some of the old infrastructure.**

Council Member Ennis

- **Encouraged Council to look at the comprehensive plan before getting too heavily into the budget talks and look at priorities set with the comp plan.**

Council Member Nelson

- **The City is in the catch-up stage and he would rather be more ears and less mouth and listen to what the staff needs and in doing so staff should express the value of what they are asking for and what it means to the Citizens of this City both short-term and long-term.**

Council Member Jones

- **Focus on Northside of town, give equal consideration.**

Mayor Schroeder

- **Public safety concerns regarding fire and communication ability.**

3. ADJOURNMENT

Adjourned at 8:32 p.m. without objection.

APPROVED:

ATTEST:

Mayor Connie B. Schroeder

City Secretary Ann Franklin

**MINUTES OF REGULAR COUNCIL MEETING
BASTROP CITY COUNCIL
July 11, 2017**

The Bastrop City Council met in a Regular Meeting on Tuesday, July 11, 2017 at 5:00 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were Mayor Schroeder, Mayor Pro Tem Schiff and Council Members Ennis and Jones. Officers present were City Manager Lynda Humble, City Secretary Ann Franklin and City Attorney David Bragg.

CALL TO ORDER

At 5:00 p.m. Mayor Schroeder called the meeting to order with a quorum being present.

At 5:09 p.m. Mayor Schroeder recessed the regular council meeting and convened into the work session.

Judge Duggan arrived at 5:10 PM.

- 2A. Discuss Ethics Ordinance and receive input from citizens.
Presentation was made by City Attorney David Bragg.

Discussion was held by Council to determine amendments to existing Ethics Ordinance. City Attorney, David Bragg will make approved amendments to the ordinance and bring back a clean copy to Council for approval.

At 6:30 p.m. Mayor Schroeder recessed the work session.

At 6:34 p.m. Mayor Schroeder reconvened the regular meeting.

PLEDGE OF ALLEGIANCE

Mia Hernandez, President and Rolando Benavides Parliamentarian, Bastrop High School National Honor Society

TEXAS PLEDGE OF ALLEGIANCE

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

INVOCATION

Retired Reverend Steve Newman gave the Invocation.

PRESENTATIONS

- 5A. Receive a presentation from Kevin Berry, Environmental Enforcement Investigator for Bastrop County, regarding Bastrop County Household Hazardous Waste Program.
Presentation was made by Kevin Berry, Environmental Enforcement Investigator for Bastrop County.

- 5B. Mayor's Report

June 29, 2017

- **Ribbon cutting for the Bastrop County Republican Party.**

- **Attended the Downtown Business Alliance.**
- **First Budget Workshop meeting.**

June 30, 2017

- **Chamber's Patriotic Festival.**
- **Participated in the "Run, White and Blue 5K Glow Run."**

July 1, 2017

- **Judged the "Pet and Pal Parade."**
- **The Patriotic Festival was in full swing all day Saturday.**

July 6, 2017

- **helped celebrate "Simply Sweet" five (5) year anniversary of being in business. I watched the cupcake eating contest and contributed to their video.**
- **Farm Street Opry.**

July 7, 2017

- **Attended the funeral for Mike Fisher.**

Upcoming events:

- **July 13 – Ribbon Cutting: Bastrop Financial Planning; Mitchell Hardin**
- **July 14/15 – Council Retreat**
- **July 17 – BEDC meeting**
- **July 20 – Quarterly Community Relations Board and Budget Workshop**
- **July 22 – Library's Big Game Summer Finale Party**
- **July 25 – Volunteer of the Year Award**

5C. Councilmembers' Report

Council Member Jones

- **Fished on River and watched Fireworks.**

Council Member Ennis

- **Urged constituents to let Council know their thoughts and to attend budget workshops.**

Mayor Pro Tem Schiff

- **Agreed with Council Member Ennis on encouraging citizens.**

Council Member Nelson

- **Participated in 5K run.**

5D. City Manager's Report

NOTHING TO REPORT

6. WORK SESSION/BRIEFINGS – NONE

7. STAFF AND BOARD REPORTS

- 7A. Hear presentation on Copper Exceedance and Public Notification.
Presentation was made by Managing Director of Public Works & Leisure Services, Trey Job.
- 7B. Hear presentation from organizations applying for FY2018 Community Support Funding
Presentations were made by the following:
Austin Habitat for Humanity, Inc. – Billy Whipple
Bastrop County Emergency Food Pantry & Support Center Inc. – Tresha Silva
Bastrop County First Responder, Inc. – James Green
Bastrop County Long Term Recovery Team – Christine Files
Bastrop County Women’s Shelter, dba Family Crisis Center – Sherry Murphy
Capital Area Rural Transportation System – David Marsh
Children’s Advocacy Center – Terry Beattie
Combined Community Action, Inc. – Helen Snow
Court Appointed Special Advocates (CASA) of Bastrop County Inc. – Kristi Glasper
The Honor Choir – Bill Owens
In The Streets Hands Up High Ministry – Julie Smith
Keep Bastrop County Beautiful – Melissa Middlebrooks
Literacy Volunteers of Bastrop – Dale Burke
MEELJ Justice Center Inc. – Aaron Timmons
Mission U-Too – Jonah Beyer

8. CITIZEN COMMENTS

Becki Womble – Thanked City Staff for help with 26th Annual Bastrop Patriotic Festival and the partnership of the City.

Deborah Johnson – Announced that Bastrop has been invaded by Toads, Bronze Toads at the Library, beginning of Old Arm Bridge, Chestnut and the river behind the museum.

9. CONSENT AGENDA

A motion was made by Mayor Pro Tem Schiff to approve items 9A, 9B, 9C and 9D listed on the consent agenda after being read into the record by City Secretary Ann Franklin. Seconded by Council Member Ennis, motion was approved on a 5-0 vote.

- 9A. Consider action to approve minutes from the June 27, 2017 meeting.
- 9B. Consider action to approve the second reading of Ordinance No. 2017-18 of the City Council of the City of Bastrop, Texas amending the Code of Ordinances by amending Section 9.09.041 (Emergency, Fire, and Rescue Services) authorizing the Bastrop Fire Department to seek reimbursement of costs of certain emergency, fire and rescue services; approving a repealing clause; and establishing an effective date.
- 9C. Consider action to approve the second reading of Ordinance No. 2017–15 of the City Council of the City of Bastrop, Texas amending the Code of Ordinances by amending Article 4.03 (taxicabs, shuttles and touring vehicles) providing the requirements of operating a taxicab, shuttles and touring vehicles and designating the City Manager

or his or her designee to enforce all requirements; approving a repealing clause; and establishing an effective date.

- 9D. Consider action to approve Resolution R-2017-48 of the City Council of the City of Bastrop, Texas awarding a contract for hydrogeologic consulting services of Simsboro Well Number One (1) to the Thornhill Group, Incorporated in the amount of Fifty-Seven Thousand Five Hundred Dollars and 00 Cents (\$57,500.00); authorizing the City Manager to execute necessary documents; providing a severability clause; and establishing an effective date.

10. ITEMS FOR INDIVIDUAL CONSIDERATION

- 10A. Consider action to approve Resolution R-2017-46 of the City Council of the City of Bastrop, Texas authorizing Bastrop Art in Public Places to acquire through purchase five (5) permanent sculptures, amounting to \$50,400 in accordance with the City's purchasing policy.

Presentation was made by Main Street Director, Sarah O'Brien.

A motion was made by Council Member Peterson to approve Resolution No. R-2017-48, seconded by Council Member Ennis, motion was approved on a 5-0 vote.

- 10B. Consider action to approve Resolution No. R-2017-47 of the City Council of Bastrop Texas, approving and accepting the transfer of real property described as lot one, Lanford Place Subdivision (properties R36831 and R48757), Bastrop County, Texas, from the Bastrop Economic Development Corporation (EDC); authorizing the execution of a special warranty deed; repealing all resolutions in conflict; and providing an effective date.

Presentation was made by Bastrop Economic Development Director, Shawn Kirkpatrick.

A motion was made by Council Member Jones to approve Resolution No. R-2017-47, seconded by Mayor Pro Tem Schiff, motion was approved on a 5-0 vote.

- 10C. Consider action to approve Resolution No. R-2017-44 of the City Council of the City of Bastrop, Texas authorizing the purchase of a parcel of land containing 1,639 square feet in the amount of Twenty Thousand Four Hundred Eighty-Seven Dollars and Fifty Cents (\$20,487.50) situated in Building Block 4 West of Water Street, according to the plat of the City of Bastrop, Texas recorded in Plat Cabinet 1, Slide 23A of the Plat Records of Bastrop County, and being a part of that tract described as 0.113 acre in a deed from Jack Griensenbeck, et ux, to Bastrop Chamber of Commerce dated November 2, 1993 and recorded in Volume 685, Page 498 of the Official Records of Bastrop County; granting the use of four (4) parking spaces for exclusive use to the building located at 927 Main Street for a term of Ninety-Nine (99) Years unless the Building or Parking Lot is demolished; authorizing the City Manager to execute a purchase agreement, closing documents, and any document necessary to finalize the purchase of the property; approving a repealing clause; and establishing an effective date.

Presentation was made by City Manager, Lynda Humble.

A motion was made by Mayor Pro Tem Schiff to approve Resolution No. R-2017-44, seconded by Council Member Jones, motion was approved on a 5-0 vote. Direction was given to the City Manager and City Attorney to work out the details.

10D. Consider action to approve Resolution No. R-2017-49 of the City Council of the City of Bastrop, Texas confirming the Economic Development Board and Housing Authority appointments of the Mayor, as required in Section 3.08 of the City's Charter, as outlined in Exhibit A; and establishing an effective date.

A motion was made by Council Member Jones to approve Resolution No. R-2017-49, seconded by Council Member Nelson, motion was approved on a 5-0 vote.

11. EXECUTIVE SESSION - NONE

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

13. ADJOURNMENT

Mayor Pro Tem Schiff made the motion to adjourn the meeting at 8:24 p.m., seconded by Council Member Peterson. The motion was approved on a 5-0 vote.

APPROVED:

ATTEST:

Mayor Connie B. Schroeder

City Secretary Ann Franklin



STAFF REPORT

MEETING DATE: July 25, 2017

AGENDA ITEM: 9A

TITLE:

Consider action to approve Resolution R-2017-50 of the City Council of the City of Bastrop, Texas allowing an alternative lighting plan for additional canopy lighting at the Buc-ee's Travel Center, located at 1700 East State Highway 71, and establishing an effective date.

STAFF REPRESENTATIVE:

Wesley Brandon, P.E., Director of Planning and Engineering

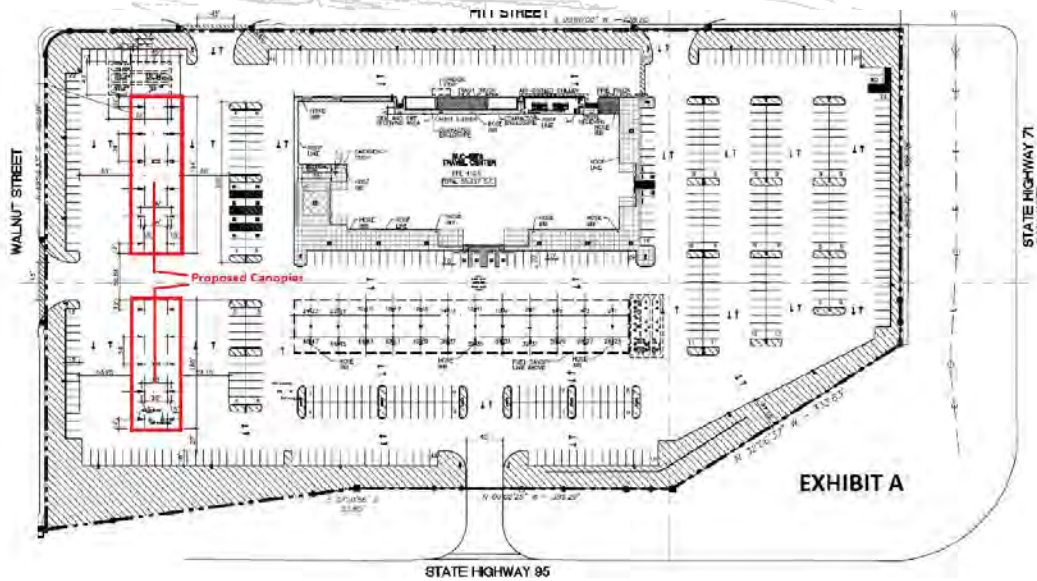
ITEM DETAILS:

Site Address: 1700 East State Highway 71 (Attachment 1)
Total Acreage: 13.341 acres
Legal Description: Buc-ee's Store 28 Subdivision, Block A, Lot 1

Property Owner: Buc-ee's Ltd.
Agent Contact: Stan Beard, Jr, Director of Real Estate

BACKGROUND/HISTORY:

The Buc-ee's Travel Center proposes to add an additional 22 fuel stations on the north side of the store, which currently has 36 fuel stations. With the additional fuel stations, two lighted canopies are also proposed (Exhibit A). With the additional lighting required for these canopies, the site will exceed the limits imposed in Chapter 14 - Zoning Ordinance, Section 45 - Outdoor Lighting Standards.



Site Plan with Proposed Canopy Locations

The Outdoor Lighting Standards details the types of light fixtures, installation criteria and output maximums. This section is sometimes referred to as the “dark sky ordinance.” The intent of the code is to limit the amount of light pollution, which is an excessive amount of light shining into the night sky or spilling onto adjacent property. Excessive lighting can cause a nuisance to surrounding property owners, increase energy consumption, and obscure the night sky.

The total light output of a site is limited to 100,000 lumens per net acre. The Buc-ee’s site is 13.431 acres, which allows 1,343,100 lumens for the entire site. With the addition of the new canopies, the site is currently calculated to exceed the maximum by 19.5 percent (Exhibit B). The applicant is requesting up to a 25 percent overage allowance that would be mitigated.

In addition to the 13.431 acres, there is 3.83 acres of open space within the right-of-way along SH 95 and SH 71 that does not contain any existing lighting (Exhibit C). The majority of the existing parking lot and canopy lighting is located along these frontages.



The applicant has requested approval of an alternative lighting plan based on two mitigating factors:

1. When the existing right-of-way buffer is included, the gross acreage of the area would allow the additional light without exceeding the lumens per acre limit.

2. The applicant will provide funding for upgrades to existing streetlights throughout the city in order to mitigate the proposed increase in light output (Exhibit D).



Example of Existing Light

The report from the applicant calculated that upgrading approximately 50 existing streetlights would account for the extra output produced by the canopy lights. New LED fixtures are more energy efficient, provide the ability to accurately direct light and minimize unintended spillover, and reduce glare (Exhibit E). The City would determine type/brand of new fixture and the specific lights to be upgraded.

Example of New Light



POLICY EXPLANATION:

Chapter 14, Zoning, Section 45.5 gives the City Council the authority to approve an alternative light plan, if it provides a plan equivalent to the code requirements.

- A. The provisions of this Ordinance are not intended to prevent the use of any design, material or method of installation or operation not specifically prescribed by this Ordinance, provided any such alternate has been approved by the City Council.
- B. The City Council may approve any such proposed alternate provided that such alternate:

- (i) Provides at least equivalence to the applicable specific requirements of this Ordinance.

Accounting for the additional buffer space along SH 95 and SH 71 for the light calculations and upgrading existing City streetlights to more efficient LED will ensure that the effect of new canopy lights will be equivalent under the existing standards.

- (ii) Is otherwise satisfactory and complies with the intent of this Ordinance.

The proposed lighting plan meets the intent of the Ordinance to keep light output to minimal levels throughout the city.

RECOMMENDATION:

Consider action to approve Resolution R-2017-50 of the City Council of the City of Bastrop, Texas allowing an alternative lighting plan for additional canopy lighting at the Buc-ee's Travel Center, located at 1700 East State Highway 71, and establishing an effective date.

ATTACHMENTS:

Resolution

Attachment 1: Location Map

Attachment 2: Letter from Applicant

Attachment 3: Exhibits from Applicant

Exhibit A: Site Plan with Proposed Canopy locations

Exhibit B: Site Lighting Calculations

Exhibit C: Aerial View of Site

Exhibit D: Example of existing city streetlights

Exhibit E: Proposed new streetlights

RESOLUTION NO. R-2017-50

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING THE ALTERNATIVE LIGHT PLAN FOR BUC'EE'S TRAVEL CENTER, BEING BUC'EE'S SUBDIVISION, BLOCK A, LOT 1, LOCATED AT 1700 EAST STATE HIGHWAY 71, WITHIN THE CITY LIMITS OF BASTROP, TEXAS, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop Zoning Ordinance requires new development to submit plans demonstrating compliance with Section 45 – Outdoor Lighting Standards; and

WHEREAS, the Buc-ee's Travel Center site has an existing lighting plan that meets the requirement of the code; and

WHEREAS, the property owner is requesting additional canopy lights for additional fuel stations, which will exceed the maximum lumens per net acreage; and

WHEREAS, the City Council can approve a proposed alternative provided it is equivalent to the applicable specific requirements and complies with the intent of the ordinance (Section 45.5 (B)); and

WHEREAS, the property owner has provided calculations demonstrating compliance when considering undeveloped adjacent rights-of-way; and

WHEREAS, the property owner has proposed to provide funding that will be used to upgrade existing public streetlights to increase energy efficiency, control light direction and reduce glare; and

WHEREAS, the Planning and Engineering Department staff have determined that the proposed alternative light plan complies with the intent of Section 45 – Outdoor Lighting Standards.

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

Section 1. The alternative lighting plan requested by the property owner at 1700 East State Highway 71, being all of Buc-ee's Subdivision, Block A, Lot 1, within the city limits of Bastrop, Texas is hereby approved subject to compliance with the following condition:

1. Provision of funding by the property owner to upgrade 50 existing public streetlights.

Section 2. That this Resolution shall take effect immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 25th day of July, 2017.

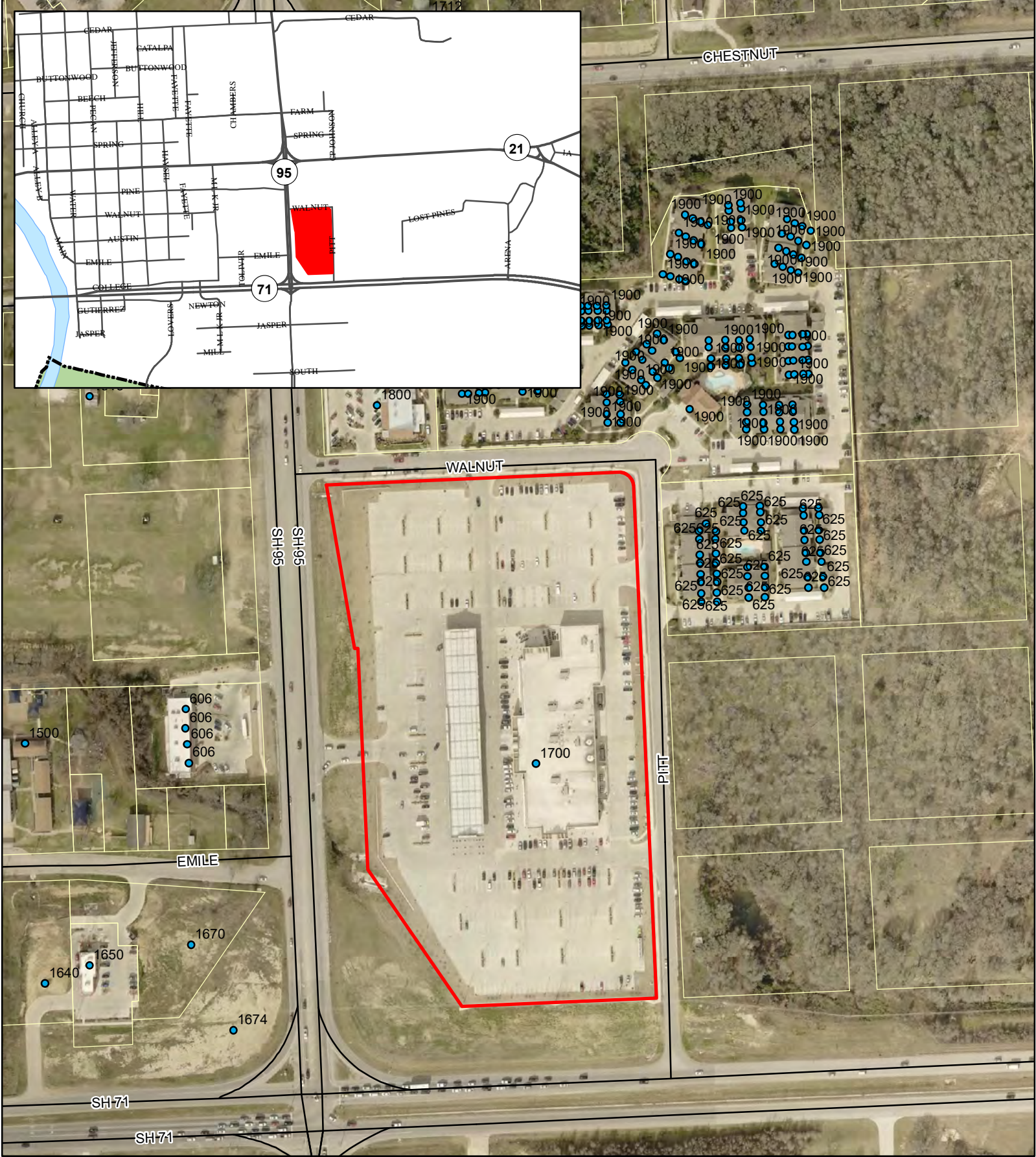
Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

David F. Bragg, City Attorney



Location Map
 Alternative Lighting Plan
 1700 E SH 71



1 inch = 250 feet

Date: 7/13/2017

N

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 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.



April 10, 2017

Mr. Wesley Brandon
Director of Planning and Engineering
City of Bastrop
1311 Chestnut Street
Bastrop, Texas 78602

Re: 601 State Highway 95 – Fuel Canopy Addition
Via: Email and US Mail

Dear Wesley,

Thank you for your time last week; I have always appreciated your willingness to meet personally about planning issues. Per our discussion, I am asking the City to make a determination regarding the lighting ordinance. In our meeting, we agreed that effective light pollution control and light trespass minimization is at the heart of the City's lighting ordinance. I have prepared this letter to summarize: a) our proposed fuel canopy addition, b) the negative impact a strict reading of the lighting ordinance has on our proposal, c) the extenuating circumstances specific to our project, and d) our proposed mitigation plan.

- A) Fuel Canopy Addition Our Bastrop store continues to be one of our most active locations, and we are proposing the addition of 22 fueling stations on the north side of the store as indicated on the attached Exhibit A.
- B) Lighting Ordinance Restrictions Per Section 45.8(J) of the Ordinance, the total value of outdoor lighting, including under canopy lighting, shall not exceed 100,000 lumens per acre. I have attached as Exhibit B a technical report by our lighting engineer that clearly addresses the Ordinance requirements and the calculations of our proposed project. The report concludes that our proposed lighting exceeds the allowed value by 19.5%. As we discussed in our meeting, we believe that our project is an "unintended casualty" of the Ordinance math and does not in any way violate the intent of the Ordinance.
- C) Project Specific Extenuating Circumstances As demonstrated in the technical report, the calculations within the Ordinance create unintended consequences with our proposal in two specific ways:
 - a. "Under Canopy" lighting is included in the Ordinance calculation. Our proposed Under Canopy lighting is well under the maximum allowed by the Ordinance (63% of under canopy allowable). However, the remaining amount allowed for actual parking lot lighting is insufficient for providing a safe and secure environment for

the public. **Consequence:** We do not believe the Ordinance ever anticipated the large volume of under canopy space that our project requires. Consequently, under canopy lighting is valued at a disproportionate rate to parking lot lighting. These factors unintentionally limit our ability to effectively and safely operate our store and protect our customers.

- b. Net Acreage versus Gross Acreage Calculation: The stated intent of the lighting ordinance allows for the use of a private property without “impeding upon other citizens desiring a more pristine nighttime environment free from light pollution, waste, trespass, or clutter”. The limit of “100,000 lumens per net acre” of a property is an effective way of limiting the overall light emitted by a property relative to its size. As indicated on the attached Exhibit C, our platted project acreage is 13.431 net acres. However, we are bounded on the south and west of our tract by significant ROW buffers totaling (after expected roadway improvements) 3.83 acres. **Consequence:** Because of this buffer, the effective “size of tract versus light emitted” is well within the bounds of allowable impact the Ordinance intended.

D) Proposed Mitigation Alternative I think we can all agree the underlying intent of the Lighting Ordinance is to control, and reduce where possible, the unintended impacts of light pollution within the City of Bastrop. Our proposal presented above creates a lighting calculation that exceeds a strict reading of the ordinance; plain and simple. We have shown above, however, that our project will not have a tangible negative impact to the intended goal of light pollution.

I suggest a proposal that allows a project to exceed the overall lumen allowance of 100,000 per acre (by up to 25%) provided that each lumen over the threshold is mitigated by the replacement of “non-compliant” public outdoor lighting fixtures with “compliant” fixtures. For example, our lighting engineer has calculated that our lumen overage would require the replacement of approximately 50 “barn light” fixtures commonly seen throughout the City (attached Exhibit D).

This is not a one-for-one swap of light pollution: under this scenario, the city would eventually be rid of all non-conforming outdoor light fixtures that are by far the largest source of the obvious light pollution we all dislike. As we discussed, the night friendly sky is our goal and this would be an effective solution.

Wesley, we have found the City to be extremely logical in their stewardship of the city, and I think this is a great example of a forward looking solution. I would be more than happy to further discuss our proposal with Ms. Humble and others. We are open to working through this issue up to, and including, pursuing a variance. Let me know if you have any questions or need more information. I look forward to hearing from you soon. Thanks.

Sincerely,

Stan Beard, Jr.

Stan Beard, Jr.

Director of Real Estate

EXHIBIT A

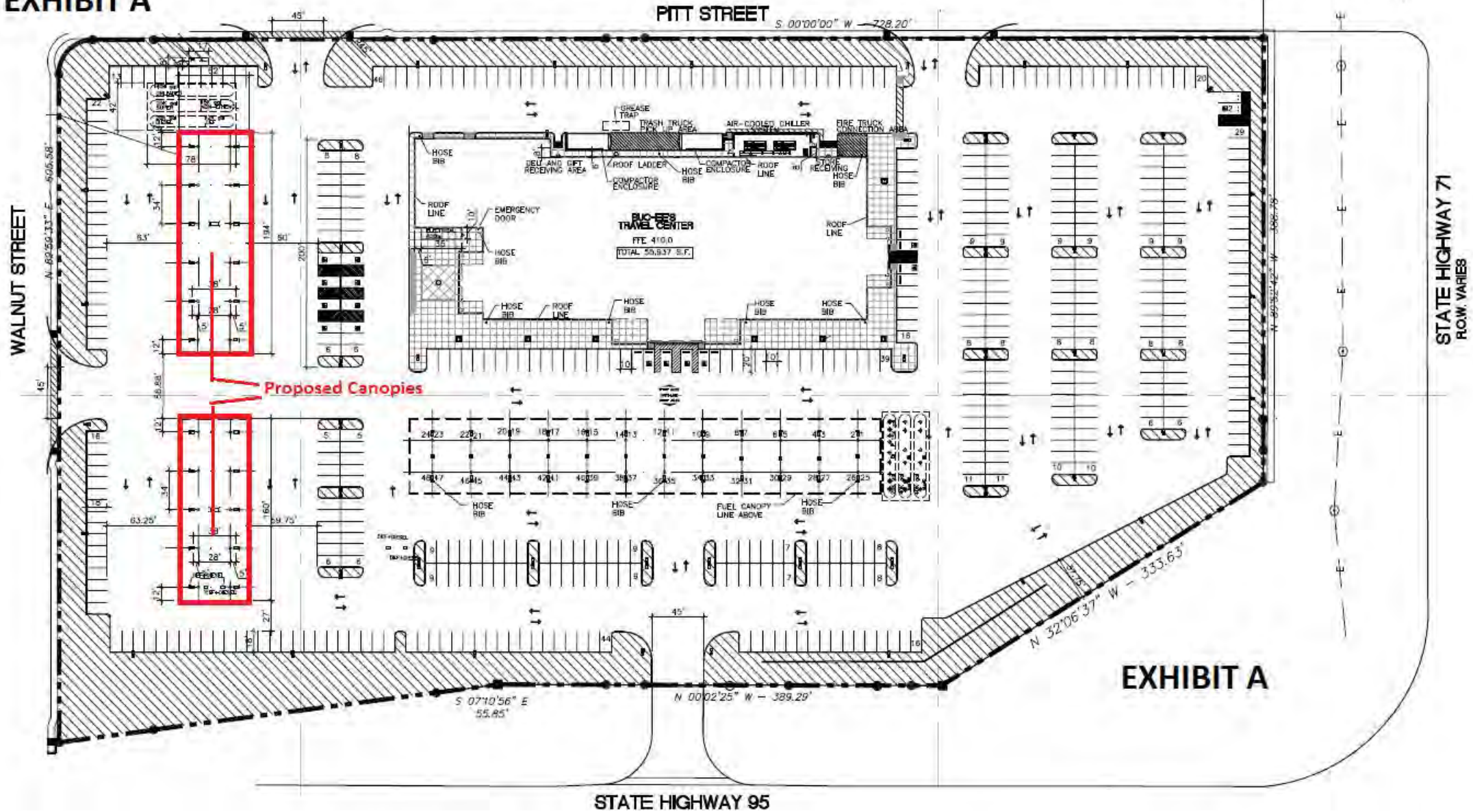




EXHIBIT B

March 30, 2017

Levinson Alcoser Associates
1177 W. Loop South, Suite 900
Houston, Tx 77027

Attn: Jose Ampudia

RE: Buc-ee's #28, 1700 Highway 70 East Bastrop, Tx - Fuel Island Addition-Site Lighting Calculations for City of Bastrop SOBE # 169-161957

The following calculation are based on the City of Bastrop Code of Ordinances, Chapter 14 Zoning, Section 45 Outdoor Lighting Standards for adding two new fuel canopies.

SITE EXTERIOR MAXIMUM ILLUMINATION:

13.431 acres, maximum site total allowed lumens (100,000 lu/acre) = 1,343,100 lumens.

Existing fuel canopy and existing store canopies: 51,552 sf
New fuel canopies of 12,028 and 9,920 square feet: 21,948 sf
Total existing and new canopy area: 73,500 sf

Canopy Lumen Budget: 73,500 x 40 lumens/sf = 2,940,000 maximum canopy lumens allowed by ordinance subject to the site maximum of 1,343,100 lumens.

CANOPY EXISTING AND NEW INSTALLED LUMENS:

Existing fuel and building canopies:
96 type PC fixtures x 7,996 lu/ea = 767,616 lu
24 type PE fixtures x 8,900 lu/ea = 213,600 lu
11 type LA fixtures x 4,957 lu/ea = 54,527 lu
Total existing canopies = 1,035,743 lu

New fuel canopies:
44 type PG fixtures x 18,633 lu/ea = 819,852 lu

Total new and existing canopies = 1,855,595 lumens (63% of maximum canopy lighting budget).

SITE POLE LIGHTING REMAINING AFTER NEW CANOPIES INSTALLED:

16 type PA poles x 20,862 lu/pole = 333,792 lu
24 type PB poles x 8,522 lu/pole = 204,528 lu
12 type PD poles x 10,431 lu/pole = 125,172 lu
6 type LB building fixtures x 2,190 lu/ea = 13,140 lu
Total remaining site (non-canopy) lighting = 676,632 lumens

SITE LIGHTING CALCULATIONS-PROPOSED:

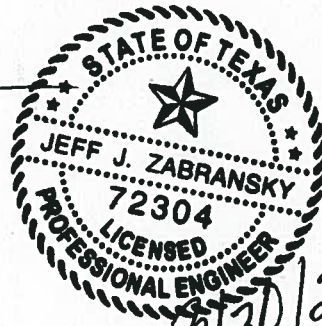
Site lighting + 50% of canopy lighting (676,632 lu+ 0.5 x 1,855,595 lu) = 1,604,429.5 lumens
1,604,429.5 lu / 1,343,100 lu = 119.5% (over site maximum budget by 19.5%, or 261,329.5 lumens)

If there are any questions or you need further information, please contact this office.

Sincerely,
SALAS O'BRIEN



Jeff Zabransky, P. E., Sr. Vice President
Director of Electrical Design



9/30/2017
Reg # P-4111

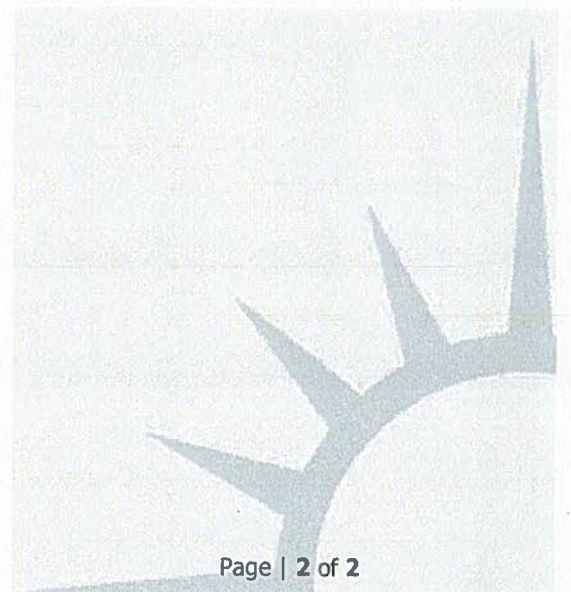


EXHIBIT C

Walnut St

**Platted Tract
13.431 Acres
(lighted)**

#28

**3.83
Acres
(not lighted)**

Emile St

EXHIBIT C

21

95

ackson St

595 ft

© 2018 Google

EXHIBIT D



"Barn Light"



Pine St



Consistent with LEED® goals & Green Globes™ criteria for light pollution reduction

Autobahn Series ATB0 Roadway Lighting

Code Compliant Replacement

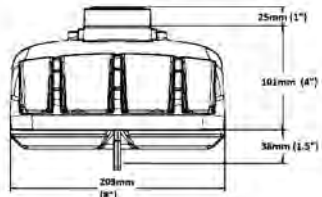
PRODUCT OVERVIEW



Applications:

- Roadways
- Off ramps
- Residential streets
- Parking lots

DIMENSIONS



Effective Projected Area (EPA): The EPA for the ATB0 is 0.76 sq. ft.
Approx. Wt. = 14 lbs.

STANDARDS

DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

Color temperatures of $\leq 3000\text{K}$ must be specified for International Dark-Sky Association certification.

Rated for -40°C to 40°C ambient

CSA Certified to U.S. and Canadian standards

Complies with ANSI: C136.2, C136.10, C136.14, C136.31, C136.15, C136.37

Features:

OPTICAL

Same Light: Performance is comparable to 70-200W HPS roadway luminaires.

White Light: Correlated color temperature - 4000K, 70 CRI minimum, 3000K, 70 CRI minimum or optional 5000K, 70 CRI minimum.

Unique IP66 rated LED light engines provided 0% uplight and restrict backlight to within sidewalk depth, providing optimal application coverage and optimal pole spacing. Available in Type II, III, IV, and V roadway distributions.

ELECTRICAL

Expected Life: LED light engines are rated $>100,000$ hours at 25°C , L70. Electronic driver has an expected life of 100,000 hours at a 25°C ambient.

Lower Energy: Saves an expected of 40-60% over comparable HID luminaires.

Robust Surge Protection: Three different surge protection options provide a minimum of IEEE/ANSI C62.41 Category C (10kV/5kA) protection. 20kV/10kA protection is also available.

MECHANICAL

Includes standard AEL lineman-friendly features such as tool-less entry, 3 station terminal block and quick disconnects. Bubble level located inside the electrical compartment for easily leveling at installation.

Rugged die-cast aluminum housing and door are polyester powder-coated for durability and corrosion resistance. Rigorous five-stage pre-treating and painting process yields a finish that achieves a scribe creepage rating of 8 (per ASTM D1654) after over 1000 hours exposure to salt fog chamber (operated per ASTM B117). Optional Enhanced Corrosion Resistant finish (CR) increases the salt spray exposure over 5000 hours.

Mast arm mount is adjustable for arms from 1-1/4" to 2" (1-5/8" to 2-3/8" O.D.) diameter. Provides a 3G vibration rating per ANSI C136.31

Wildlife shield is cast into the housing (not a separate piece).

CONTROLS

NEMA 3 pin photocontrol receptacle is standard, with the Acuity designed ANSI standard 5 pin and 7 pin receptacles optionally available.

Premium solid state locking style photocontrol - PCSS (10 year rated life) Extreme long life solid state locking style photocontrol - PCLL (20 year rated life).

Multi-level dimming available to provide scheduled dimming as specified by the customer.

Optional onboard Adjustable Output module allows the light output and input wattage to be modified to meet site specific requirements, and also can allow a single fixture to be flexibly applied in many different applications.

Note: Specifications subject to change without notice. Actual performance may differ as a result of end-user environment and application.



STAFF REPORT

MEETING DATE: July 25, 2017

AGENDA ITEM: 9B

TITLE:

Consider action to approve the first reading of Ordinance 2017-19 amending the budget for the Fiscal Year 2017 in accordance with existing statutory requirements; appropriating the various amounts herein; repealing all prior ordinances and actions in conflict herewith; and providing an effective date; and move to include on the August 8, 2017 agenda for a second reading.

STAFF REPRESENTATIVE:

Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

The budget amendments do, in some funds, increase the budget appropriations for Fiscal Year 2017. Funds included in these amendments are detailed below:

General Fund includes:

- Received insurance proceeds for Police vehicle and offset this with the expense account that the repairs were made from.
- City Secretary budget required an increase due to run off election that was above the original election expense and the copier rental account was under budgeted (I have corrected this for next year).
- City Manager budget needed an amendment due to the cost of the Interim City Manager fees and the City Manager search professional expenses.
- Savings were obtained from contingency account and salary savings in Public Works due to turnover, making the amendment net change zero.

Electric Fund includes:

- Transfer out to General Fund to purchase play scape etc. for Delgado Park. This fund has excess Fund Balance above the Policy 35% of expenditures.

Main Street Program Fund includes:

- Increasing revenue due to insurance proceeds received due to water damage and additional funds generated by events produced by program (i.e. Dinner on Main, Pub Crawls, etc.).
- Increased expenses related to this revenue to cover costs associated with repairing the floors and producing these additional events.

Hotel/Motel Tax Fund includes:

- Appropriate the funds needed to contract with the Destination Marketing Organization for the rest if this Fiscal Year.
- Appropriate the funds for Tier III funding approved by Council in May.

POLICY EXPLANATION:

The City Charter requires that when the budget us amended, that the amendment be by Ordinance.

FUNDING SOURCE:

N/A

RECOMMENDATION:

Consider action to approve the first reading of Ordinance 2017-19 amending the budget for the Fiscal Year 2017 in accordance with existing statutory requirements; appropriating the various amounts herein; repealing all prior ordinances and actions in conflict herewith; and providing an effective date; and move to include on the August 8, 2017 agenda for a second reading.

ATTACHMENTS:

- Ordinance 2017-19
- Exhibit "A"



ORDINANCE NO. 2017-19

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR 2017 IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS; APPROPRIATING THE VARIOUS AMOUNTS HEREIN; REPEALING ALL ORDINANCES AND ACTIONS IN CONFLICT HERewith; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Manager of the City of Bastrop has submitted to the Mayor and City Council proposed amendment(s) to the budget of the revenues and/or expenditures/expenses of conducting the affairs of said city and providing a complete financial plan for Fiscal Year 2017; and

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

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

Section 1: That the proposed budget amendments for the Fiscal Year 2017, as submitted to the City Council by the City Manager and which budget amendments are attached hereto as Exhibit "A", are hereby adopted and approved as the amended budget of said city for Fiscal Year 2017.

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

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

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

READ and APPROVED on First Reading on the 25th day of July, 2017.

READ and ADOPTED on Second Reading on the 8th day of August, 2017.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

David Bragg, City Attorney

Exhibit "A"
FY 2017
BUDGET AMENDMENTS
GENERAL FUND

Audited Fund Balance as of 9-30-16	3,661,166
FY 2017 Budgeted Revenues	9,947,361
FY 2017 Budgeted Appropriations	(11,093,257)
3/2017 Budget Amendments (net)	(5,950)
8/2017 Budget Amendments (net)	0
Ending Fund Balance	<u>2,509,320</u>

DEPARTMENT	BUDGET	AMOUNT	DESCRIPTION	ACCOUNT #
New Revenue:				
Matching Revenues to Expenditures:				
Parks	Neutral	150,000	Transfer in - Electric Fund	101-00-00-4703
Police	Neutral	3,299	Insurance Proceeds	101-00-00-4537
	Neutral			
	Total Revenues	<u>153,299</u>		
Matching Expenditures to Revenues:				
Parks	Neutral	(150,000)	Park Equipment	101-18-19-6013
Police	Neutral	(3,299)	Maintenance to Vehicle	101-09-22-5345
New Expenditures:				
City Secretary	Increase	(14,700)	Election Services	101-04-00-5681
City Secretary	Increase	(5,000)	Equipment Rental	101-04-00-5655
Organizational	Decrease	11,000	Contingency	101-02-00-5900
City Manager	Increase	(36,000)	Professional Services	101-03-00-5505
Public Works	Decrease	32,000	Operational Salaries	101-18-10-5101
Public Works	Decrease	12,700	Group Insurance	101-18-10-5155
	Total Expenditures	<u>(153,299)</u>		
	Net Change	0		

**FY 2017
BUDGET AMENDMENTS
BP&L**

Operating Fund Balance as of 9/30/16	4,069,439
FY 2017 Budgeted Revenues	6,999,250
FY 2017 Budgeted Appropriations	(7,546,181)
8/2017 Budget Amendments (net)	<u>(150,000)</u>
Ending Fund Balance	<u><u>3,372,508</u></u>

DEPARTMENT	BUDGET	AMOUNT	DESCRIPTION	ACCOUNT NUMBER
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Matching Revenues to Expenditures:

Total Revenues 0

Matching Expenditures to Revenues:

New Expenditures:

Increase	(150,000)	Transfer Out - General Fund	404-60-00-8001
Increase			
Total Expense	<u>(150,000)</u>		
Net Change	(150,000)		

**FY 2017
BUDGET AMENDMENTS
HOTEL/MOTEL TAX FUND**

Audited Fund Balance as of 9-30-16	2,240,408
FY 2017 Budgeted Revenues	2,882,000
FY 2017 Budgeted Appropriations	(1,334,742)
11/2016 Budget Amendments (net)	(400,000)
8/2017 Budget Amendments (net)	(789,017)
Ending Fund Balance	<u>2,598,649</u>

<u>DEPARTMENT</u>	<u>BUDGET</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>ACCOUNT #</u>
New Expenditures:				
	Increase	(574,000)	Destination Marketing Corp.	501-80-00-5576
	Increase	(215,017)	Organizational Funding	501-80-00-5540
	Total Expense	<u>(789,017)</u>		
	Net Change	(789,017)		

**FY 2017
BUDGET AMENDMENTS
MAIN STREET PROGRAM**

Audited Fund Balance 9/30/16	944
FY 2017 Budgeted Revenues	165,050
FY 2017 Budgeted Appropriations	(163,438)
8/2017 Budget Amendments (net)	<u>0</u>
Ending Fund Balance	<u><u>2,556</u></u>

DEPARTMENT	BUDGET	AMOUNT	DESCRIPTION	ACCOUNT #
Matching Revenues to Expenditures:				
	Neutral	14,000	Insurance Proceeds	503-00-00-4537
	Neutral	17,000	Program Donations	503-00-00-4504
	Total Revenue	<u>31,000</u>		
Matching Expenditures to Revenues:				
	Neutral	(14,000)	Building Maintenance	503-00-00-5345
	Neutral	(17,000)	Promotional Activities	503-00-00-5602
New Expenditures:				
New Expenditures:				
	Total Expense	<u>(31,000)</u>		
	Net Change	0		



STAFF REPORT

MEETING DATE: July 25, 2017

AGENDA ITEM: 9C

TITLE:

Consideration action to approve Resolution 2017-51 of the City Council of the City of Bastrop, Texas, authorizing the City Manager to execute an Interlocal Agreement with the Capital Area Council of Governments for continuation and support of the CAPCOG Regional Air Quality Program, and authorizing a contribution towards support; and providing an effective date.

STAFF REPRESENTATIVE:

Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

The Central Texas Regional air quality program is in jeopardy due to the Governor's line item veto of the 2018-2019 "near nonattainment" area grant funding in the state budget. Central Texas has relied on this state funding for the last twenty years to support a successful and nationally acclaimed regional air quality program. Continuing CAPCOG's air quality program through 2018 will be important to ensure that the region remains in compliance with federal standards, and to ensure that we continue to collect and analyze irreplaceable air quality monitoring data. The program includes eight air quality monitoring stations in addition to the two stations maintained by the EPA, Environmental Protection Agency. Without the Air Quality program, the Austin MSA could be declared a nonattainment area which would lead to increased costs for industry, permitting delays, restrictions on industry expansion in the area as well as increased costs for businesses and consumers, and loss of federal highway and transit funding.

At an emergency Clean Air Coalition meeting on June 28, the CAC representatives were unanimous in asking CAPCOG staff to submit budget requests to each CAC jurisdiction to provide funding support for the CAPCOG air quality program. Funding is based on the per capita rate used by CAPCOG and Bastrop's funding support for 2017-2018 would be \$973 and continuing the program through 2018.

Bastrop is a member of the Clean Air Coalition which exists to maintain compliance with the federal eight-hour ozone standard for Bastrop, Caldwell, Hays, Travis and Williamson counties; establish and monitor a regional effort toward the improvement of air quality; work cooperatively to achieve clean air standards that will protect public health, and support a regional air quality plan including implementation, assessment and improvement activities in Central Texas to maintain our certification as an attainment area.

RECOMMENDATION:

Consideration action to approve Resolution 2017-51 of the City Council of the City of Bastrop, Texas, authorizing the City Manager to execute an Interlocal Agreement with the Capital Area Council of Governments for continuation and support of the CAPCOG Regional Air Quality Program, and authorizing a contribution towards support; and providing an effective date.

ATTACHMENTS:

- Resolution
- CAPCOG Air Quality Interlocal Agreement and Exhibits



RESOLUTION NO. R-2017-51

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE CAPITAL AREA COUNCIL OF GOVERNMENTS (CAPCOG) FOR CONTINUATION AND SUPPORT OF THE CAPCOG REGIONAL AIR QUALITY PROGRAM, AND AUTHORIZING A CONTRIBUTION TOWARDS SUPPORT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Capital Area Council of Governments has operated an Air Quality Program to coordinate regional air quality planning and perform air quality technical research, especially focusing on ground-level ozone pollution; and

WHEREAS, the program's primary source of funding has been through grants from the Texas Commission on Environmental Quality (TCEQ), and that funding was vetoed by the Governor of Texas on June 12, 2017, for our region and for all near-nonattainment air quality areas of the state; and

WHEREAS, the Ozone Advance Program Action Plan was intended to be implemented through December 31, 2018; and

WHEREAS, the region depends upon CAPCOG's air quality program and staff for emissions data, regulatory guidance and information on air quality; and

WHEREAS, without the CAPCOG air quality program, the region would be totally dependent on TCEQ/EPA for air quality issues.

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

SECTION 1: The City Manager is authorized to execute an Interlocal Agreement related to support of the CAPCOG Air Quality Program, details of which are attached hereto as Exhibit A: CAPCOG Air Quality Program Scope of Work for Local Funding, July 2017 – September 2018.

SECTION 2: The City Council authorizes a contribution of \$973.00 in support of continued staff and activities within the CAPCOG Air Quality Program.

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 25th day of July, 2017.

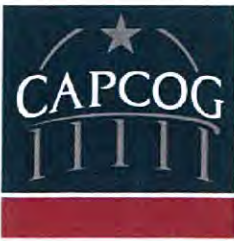
Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

David F. Bragg, City Attorney



Capital Area Council of Governments

6800 Burleson Road, Building 310, Suite 165, Austin, Texas 78744

(p) 512-916-6000 (f) 512-916-6001

www.capcog.org

July 10, 2017

Dear Clean Air Coalition and Clean Air Coalition Advisory Committee Representatives:

The enclosed Scope of Work describes the activities that are eligible under the funding requests CAPCOG submitted to Bastrop, Caldwell, Hays, Travis, and Williamson Counties, and the Cities of Austin, Bastrop, Bee Cave, Buda, Cedar Park, Elgin, Georgetown, Hutto, Lakeway, Leander, Lockhart, Luling, Pflugerville, Round Rock, San Marcos, Sunset Valley, and Taylor on July 6, 2017, and July 7, 2017. Completion of this entire scope of work is based on CAPCOG securing all of the funding requested from these local governments shown in the table below; however, in the event the requested funding for Tier 4 is not received to complete all aspects of that level, we will work with the CAC to prorate and prioritize work to be done.

Table 1. 2017-2018 CAPCOG Air Quality Funding Requested by Jurisdiction

Jurisdiction	Requested
Bastrop County	\$4,726
Caldwell County	\$2,351
Hays County	\$11,681
Travis County	\$68,516
Williamson County	\$30,205
City of Austin	\$108,304
City of Bastrop	\$973
City of Bee Cave	\$747
City of Buda	\$1,716
City of Cedar Park	\$7,874
City of Elgin	\$1,065
City of Georgetown	\$7,671
City of Hutto	\$2,723
City of Lakeway	\$1,673
City of Leander	\$4,886
City of Lockhart	\$1,546
City of Luling	\$672
City of Pflugerville	\$6,769
City of Round Rock	\$13,813
City of San Marcos	\$7,082
City of Sunset Valley	\$80
City of Taylor	\$1,926
TOTAL	\$287,000

As was presented to members of the Central Texas Clean Air Coalition in a June 28, 2017, CAPCOG's plan for its air quality program is to continue staffing at the current 2.5 full-time equivalent (FTE) staffing level through 9/30/2017, and the reduce the staffing level to 1.5 FTE from 10/1/2017 – 6/30/2018 using the existing air quality funding it has access to. The request for local funding described in this scope of work would do two basic things:

Chair

Judge Bert Cobb
Hays County

1st Vice Chair

Council Member Corbin Van Arsdale
City of Cedar Park

2nd Vice Chair

Commissioner Gerald Daugherty
Travis County

Secretary

Council Member Andrea Navarrette
City of Leander

Past Chair and Parliamentarian

Commissioner Cynthia Long
Williamson County

Council Member Eileen Altmiller
City of Buda

Judge Brett Bray
Blanco County

Commissioner Will Conley
Hays County

Judge Mary Cunningham
Llano County

Representative John Cyrier
Texas House

Commissioner Joe Don Dockery
Burnet County

Judge Dan Gattis
Williamson County

Representative Jason Isaac
Texas House

Mayor Victor Gonzales
City of Pflugerville

Council Member William Gordon
City of Smithville

Mayor Pro Tem Jane Hughson
City of San Marcos

Judge Ed Janecka
Fayette County

Council Member Frank Leffingwell
City of Round Rock

Mayor Caroline Murphy
City of Bee Cave

Judge James Oakley
Burnet County

Judge Paul Pape
Bastrop County

Commissioner Maurice Pitts
Lee County

Mayor Brandt Rydell
City of Taylor

Judge Ken Schawe
Caldwell County

Commissioner Brigid Shea
Travis County

Council Member Ellen Troxclair
City of Austin

Mayor Lew White
City of Lockhart

Representative Paul Workman
Texas House

- Enable CAPCOG to continue conducting air monitoring; and
- Enable CAPCOG to retain staff through the end of fiscal year 2018 to continue to conduct regional air quality planning, analysis, research, and outreach and education activities.

As was also discussed and endorsed unanimously by the Clean Air Coalition at its June 28, 2017, meeting, the local funds that can be raised will be used in the following priority order.

Table 2. Priority-Order of Use of Local Air Quality Funding for 2017-2018 and Estimated Costs for Activities

Priority	Activity	Associated Tasks in Scope of Work	Estimated Incremental Cost	Cumulative Cost
1	Completion of 2017 Air Quality Monitoring	1	\$33,000	\$33,000
2	Extend the 1.5 FTE Staffing Level for Air Quality Program to July – September 2018	2-7	\$73,000	\$106,000
3	Completion of a “Basic” Level of Air Quality Monitoring in 2018 at all 8 monitoring sites (a reduced set of activities compared to 2017 monitoring)	8	\$67,000	\$173,000
4	Maintaining the current 2.5 FTE Staffing Level for Air Quality Program through September 2018	2-7	\$64,000	\$237,000
5	Additional Monitoring Activities in 2018 at all 8 monitoring sites (the added cost for all of the activities completed in 2017 beyond what is required for the “Basic” level of monitoring)	8	\$50,000	\$287,000

The 2018 monitoring cost estimates are based on CAPCOG’s assumptions about what the prices for a new 2018 monitoring contract would cost. CAPCOG simply increased costs from our current 2016-2017 contract by 5% in order to estimate 2018 costs, but they could be different once CAPCOG puts a request for proposals (RFP) out to bid. This could change the costs associated with the incremental costs for 2018 monitoring.

The tasks described in the Scope of Work are associated with each of the activities described above. If you have questions about any of this, please contact me at ahoekzema@capcog.org or at (512) 916-6043.

Thank you,



Andrew Hoekzema
CAPCOG Director of Regional Services

Enclosure

**INTERLOCAL AGREEMENT
BETWEEN THE CAPITAL AREA COUNCIL OF GOVERNMENTS AND
CITY OF BASTROP
FOR CONTINUATION AND SUPPORT OF THE CAPCOG REGIONAL AIR QUALITY
PROGRAM**

This Agreement is by and among City of Bastrop and the Capital Area Council of Governments (CAPCOG) (also referred to as the “Parties” or a “Party”).

RECITALS

Whereas, the Capital Area Council of Governments has operated an Air Quality Program to coordinate regional air quality planning and perform air quality technical research, especially focusing on ground-level ozone pollution.

Whereas, the program's planning efforts include coordinating development and implementation of voluntary regional air quality plans, providing technical assistance to organizations that participate in the air quality plans, administering regional pollution reduction grants and conducting air quality education and outreach to reduce emissions and exposure to air pollution. Technical research efforts include air quality monitoring, emissions inventory development, data analysis, modeling, and pollution control strategy evaluation.

Whereas, the program’s primary source of funding has been through grants from the Texas Commission on Environmental Quality (TCEQ), and that funding was vetoed by the Governor of Texas on June 12, 2017, for our region and for all near-nonattainment air quality areas of the state.

Whereas, the Ozone Advance Program Action Plan was intended to be implemented through December 31, 2018.

Whereas, the region depends upon CAPCOG’s air quality program and staff for emissions data, regulatory guidance and information on air quality.

Whereas, the region’s 2016 design value was 66 ppb and increasing – the 2017 design value is already 68 ppb halfway through the ozone season – leaving our residents and communities vulnerable to the conditions of poor air quality.

Whereas, Without CAPCOG air quality program, the region would be totally dependent on TCEQ/EPA on air quality issues.

This Agreement is authorized by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Each party’s monetary obligations, if any, are for the

performance of governmental functions or services and are payable only from the current revenues appropriated and available for the performance of those functions or services.

AGREEMENT

Section 1. Purpose

This Agreement authorizes City of Bastrop to support the continuation of regional air quality monitoring and planning activities as provided by CAPCOG and as sufficient funding allows.

Section 2. CAPCOG's Responsibilities.

CAPCOG agrees to continue to perform near-nonattainment program duties to include program planning and management; monitoring & research activities; technical assistance & coordination, outreach/education, and core staff operations as guided by the Capital Area Clean Air Coalition and authorized by the CAPCOG Executive Committee, details of which are attached hereto as Exhibit A and incorporated into this Agreement.

CAPCOG agrees to maintain fund accounting and financial systems for the Air Quality program so as to provide continued tracking of funds, whether grant or local contributions, and as required by law and policies of CAPCOG.

CAPCOG agrees to maintain data collection and required reporting for adequate closeout of the existing grant with the TCEQ, and will use these local funds for activities continued beyond the closeout of that grant, anticipated no later than June, 30, 2018.

CAPCOG agrees to maintain and make available data collected and reporting developed as related to the use of these funds in air quality activities.

CAPCOG agrees to maintain and staff the Clean Air Coalition for the full extent of this agreement or as long as funding allows, whichever comes first, in order to guide the work program and to receive regular reporting on behalf of the jurisdictions participating in the air quality program.

Section 3. City of Bastrop's Responsibilities.

City of Bastrop agrees to contribute an amount of \$973.00 in support of continued staff and activities within the CAPCOG Air Quality Program, details of which are attached hereto as Exhibit A and incorporated into this Agreement.

Section 4. Agreement Term

The term of this Agreement commences on the date the signed agreement is returned to CAPCOG and continuing until September 30, 2018, unless sooner terminated due to lack of funds.

Section 5. Termination

City of Bastrop acknowledges that CAPCOG is a governmental entity without taxing power and agrees that CAPCOG may terminate this contract in whole or part if CAPCOG learns that funds to pay for the goods or services will not be available at the time of delivery of performance.

CAPCOG terminates this contract for unavailability of funds by giving City of Bastrop notice of the termination, as soon as it learns of the funding unavailability, and specifying the termination date, which may not be less than 15 calendar days from the notice date. The contract terminates on the specified termination date. Notwithstanding any provision to the contrary, if CAPCOG terminates this contract for unavailability of funds, CAPCOG will return a pro-rata balance to City of Bastrop within 30 days after the notice date, less the value of any deliverables submitted by the notice date.

Section 6. Limitation of Liability and Governmental Immunity

Each party to this Agreement agrees that it shall have no liability whatsoever for the actions and/or omissions of the other party's employees, officers, or agents, regardless of where the individual's actions and/or omissions occurred. Each party is solely responsible for the actions and/or omissions of its employees, officers, and agents; however, such responsibility is only to the extent required by Texas law. Where injury or property damage results from the joint or concurring acts and/or omissions of the parties, any liability shall be shared by each party in accordance with the applicable Texas law, subject to all defenses, including governmental immunity. These provisions are solely for the benefit of the parties hereto and not for the benefit of any person or entity not a party hereto; nor shall any provision hereof be deemed a waiver of any defenses available by law.

Section 7. Notice.

All notices sent pursuant to this Agreement shall be in writing and may be hand delivered, or sent by registered or certified mail, postage prepaid, return receipt requested.

When notices sent are hand delivered, notice shall be deemed effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three days after deposit in a U.S. mail box or at a U.S. post office.

Either Party may change its address for notice under this Agreement by providing a notice of the change in compliance with this paragraph to the other Party.

Notice will be provided to the following persons or their successors:

City of Bastrop
Lynda Humble, City Manager
PO Box 427
Bastrop, TX 78602

CAPCOG: Betty Voights
Executive Director
6800 Burleson Road, Building 310, Suite 165
Austin, Texas 78744

Section 8. Miscellaneous

Each individual signing this Agreement on behalf of a Party warrants that he or she is legally authorized to do so and that the Party is legally authorized to perform the obligations undertaken.

This Agreement states the entire agreement of the Parties, and an amendment to it is not effective unless in writing and signed by both Parties.

This Agreement is executed in duplicate originals.

Capital Area Council of Governments

By: _____
Betty Voights
Executive Director

Date: _____

City of Bastrop

By: _____
Lynda Humble
City Manager

Date: _____

Exhibit A: CAPCOG Air Quality Program Scope of Work for Local Funding, July 2017 – September 2018

Task 1: Continuation of 2017 Ozone Season Monitoring

Under Task 1, CAPCOG will resume operation and maintenance activities at its eight continuous air monitoring stations (CAMS) through October 31, 2017. These include CAMS 601, 614, 684, 690, 1603, 1604, 1675, and 6602. Funding under this task will be used to pay for:

- Utilities;
- Preventative maintenance activities;
- At least one calibration;
- Equipment rental costs;
- Limited data validation activities;
- Incidental equipment repair costs and supply costs; and
- Monthly reports from CAPCOG’s contractor describing activities completed in the prior month.

Data will continue to be reported to the Texas Commission on Environmental Quality’s (TCEQ’s) Leading Environmental Display System (LEADS)

Monitoring stations will be prioritized based on CAPCOG’s April 2014 ozone monitoring network review and optimization plan’s rankings of the eight stations:¹

1. CAMS 690 (Georgetown)
2. CAMS 614 (Dripping Springs)
3. CAMS 6602 (Hutto)
4. CAMS 1675 (San Marcos)
5. CAMS 684 (Cedar Creek)
6. CAMS 1603 (Southwest Austin)
7. CAMS 1604 (Lockhart)
8. CAMS 601 (Fayette County)

¹

CAPCOG http://www.capcog.org/documents/airquality/reports/2014_Monitoring_Network_Review_and_Optimization_Plan.pdf

Task 2: Staff Support for the Central Texas Clean Air Coalition

This task involves ongoing staff support for the Central Texas Clean Air Coalition (CAC), the region's umbrella organization for air quality work coordinated among cities, counties, and other regional stakeholders, including private industry. This staff support includes research, analysis, and coordination of all air quality-related functions of the CAC.

Task 3: Prepare 2017 Advance Program Report

This task involves preparing CAPCOG's annual report to EPA as part of the region's participation in EPA's Advance Program. This report includes information on the region's air pollution levels, the implementation of emission reduction measures, and technical research completed in 2017. This report will include information collected from all participants in the region's air quality plan and will be submitted to the U.S. Environmental Protection Agency (EPA) as part of the region's participation in the Advance Program.

Task 4: Staff Work on New Advance Program Action Plan

This task involves staff work involved in the development of a new voluntary air quality Action Plan under EPA's Advance Program covering 1/1/2019 – 12/31/2023. This work could include some or all of the following activities:

- updating technical information regarding regional air pollution;
- developing goals, objectives, and performance metrics for the Action Plan;
- analysis of costs, benefits, and regulatory or logistical considerations for measures that could be implemented in the new Action Plan;
- analysis of the benefits of any multi-pollutant strategies that could be considered;
- working with existing CAC members to select new commitments as part of the Action Plan;
- recruiting new organizations to participate in the CAC; and
- drafting the text of the plan.

Task 5: 2017 Ozone Data Analysis Report

Under this task, CAPCOG will perform an analysis of the ozone and meteorological data collected in 2017 and comparison of these data to CAPCOG's Ozone "Conceptual Model" (which covers data collected in 2010-2015) and CAPCOG's 2016 Ozone Data Analysis Report.

Task 6: Outreach and Education Activities

This task involves direct air quality outreach and education activities carried out by CAPCOG between July 2018 and September 2018. This would involve maintaining the AirCentralTexas.org website and all social media accounts, conducting presentations and outreach events as well as developing content for all education materials, and reaching out to the general public regarding air quality issues.

Task 7: Other Air Quality Technical Activities

This task involves other air quality technical activities carried out by CAPCOG not otherwise described above. This may include analysis of emissions inventory data and reports, development of updated emissions inventory documentation, analysis of modeling and quality control data and reports.

Task 8: 2018 Ozone Season Monitoring

Under Task 8, CAPCOG will conduct operate ozone and meteorological monitoring at its eight continuous air monitoring stations (CAMS) from during the 2018 Ozone Season (March 1, 2018 – November 30, 2018). Funding will be used to pay for:

- Utilities;
- Preventative maintenance activities;
- Regular equipment calibrations;
- Equipment rental costs;
- Limited data validation activities;
- Incidental equipment repair costs and supply costs; and
- Monthly reports from CAPCOG's contractor describing activities completed in the prior month.

Task and Deliverable Summary

Table 1. Work Plan Task and Deliverable Summary

Task Number	Description	Deliverable	Due Date
1	Continuation of 2017 Ozone Season Monitoring	2017 Monitoring Report	12/15/2017
2	Staff Support for the Central Texas Clean Air Coalition	Report on CAPCOG Support to the CAC	10/31/2018
3	Prepare 2017 Advance Program Report	2017 Advance Program Report	7/31/2018
4	Staff Work on New Advance Program Action Plan	Report on CAPCOG Work on New Advance Program Action Plan	10/31/2018
5	2017 Ozone Data Analysis Report	2017 Air Quality Data Analysis Report	8/31/2018
6	Outreach and Education Activities	Air Quality Outreach and Education Report	10/31/2018
7	Other Air Quality Technical Activities	Air Quality Technical Activities Report	10/31/2018
8	2018 Ozone Season Monitoring	2018 Monitoring Report	12/15/2018
TOTAL	n/a	n/a	n/a



STAFF REPORT

MEETING DATE: July 25, 2017

AGENDA ITEM: 9D

TITLE:

Consider action to approve Resolution R-2017-32 of the City Council of the City of Bastrop, Texas approving an Interlocal Agreement with Bastrop County for a drainage improvement project on Shiloh road approximately 700 feet from the intersection of Shiloh Road and State Highway 304 in Bastrop, Texas; authorizing the City Manager to execute all necessary documents, and establishing an effective date.

STAFF REPRESENTATIVE:

Trey Job, Managing Director of Public Works and Leisure Service

BACKGROUND/HISTORY:

During the past two historic flooding events in Bastrop, Texas, the drainage infrastructure located on Shiloh Road was compromised by flood activity. The damage to this drainage infrastructure has created a risk to the public health and safety to the citizens in the area. Once the safety concerns were identified by both local governments, it was determined a joint effort for repair would benefit both parties. The adoption of an Interlocal Agreement outlining the duties and responsibilities of both parties is currently being drafted. Once completed, the attached resolution will give the city manager the authority to execute the project identified.

POLICY EXPLANATION:

This resolution, if passed, continues the policy previously set by City Council to assist other local governmental entities with projects that are mutually beneficial.

FUNDING SOURCE:

Bastrop County will purchase the materials needed for this project. The City of Bastrop will be responsible the “in-house” engineering design, manpower, and equipment required for the completion of the project.

RECOMMENDATION:

Consider action to approve Resolution R-2017-32 of the City Council of the City of Bastrop, Texas approving an Interlocal Agreement with Bastrop County for a drainage improvement project on Shiloh Road approximately 700 feet from the intersection of Shiloh Road and State Highway 304 in Bastrop, Texas; authorizing the City Manager to execute all necessary documents, and establishing an effective date.

ATTACHMENTS:

- Resolution
- Interlocal Agreement

RESOLUTION NO. R-2017-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING ENTERING INTO A INTERLOCAL AGREEMENT WITH BASTROP COUNTY FOR A DRAINAGE IMPROVEMENT PROJECT ON SHILOH ROAD APPROXIMATELY 700 FEET FROM THE INTERSECTION OF SHILOH ROAD AND STATE HIGHWAY 304 IN BASTROP, TEXAS; AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS FOR THE DRAINAGE IMPROVEMENT PROJECT; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

WHEREAS, The City of Bastrop has an interest in protecting the health and safety of the citizens of Bastrop and Bastrop County; and

WHEREAS, The City of Bastrop and Bastrop County jointly identified the location on Shiloh Road approximately 700 feet from the intersection of Shiloh Road and State Highway 304 as an area with deficient drainage that poses a significant hazard to public health and safety; and

WHEREAS, The City Council realizes the importance of being a good neighbor and collaborative efforts with Bastrop County is integral to serving both the citizens of the city of Bastrop and Bastrop County; and

WHEREAS, Pursuant to Chapter 791 of the Texas Government Code, the County and City of Bastrop are public agencies entering into this Agreement for the purpose of providing governmental functions in which the Parties are mutually interested; and

WHEREAS, the City Council finds that a very significant public interest is served by the completion of the proposed drainage project through the terms of the interlocal agreement.

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 interlocal agreement and all other documents necessary for the completion of the drainage improvement project on Shiloh Road approximately 700 feet from the intersection of Shiloh Road and State Highway 304 in Bastrop, Texas.

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 APPROVED by the City Council of the City of Bastrop, Texas this 25th day of July, 2017.

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

David F. Bragg, City Attorney

STATE OF TEXAS

§ COUNTY OF BASTROP AND
§ CITY OF BASTROP

COUNTY OF BASTROP

THE COUNTY OF BASTROP ("County"), a local political subdivision of the State of Texas, and the City of Bastrop ("City"), a political subdivision of the State of Texas (City of Bastrop and Bastrop County may be referred to jointly herein as the "Parties", and individually as a "Party"), hereby enter this Interlocal Agreement ("Agreement") for the Design, and installation of drainage improvements at Shiloh Rd. approximately 700 feet west of SH 304. located within the boundaries of the Bastrop County as described and depicted in Exhibit A, attached hereto and incorporated for all purposes ("the Project").

WHEREAS, The city of Bastrop has an interest in protecting the health and safety of the citizens of Bastrop and Bastrop County; and

WHEREAS, Bastrop County has an interest in maintaining the health and safety of the citizens of Bastrop County; and

WHEREAS, the City desires to secure a portion of the funds required for the successful completion of the Project from the County.

NOW THEREFORE, the Parties, for and in consideration of the covenants and agreements herein set forth, to be kept and performed by them respectively, have agreed to and do hereby agree together as follows:

1. Purpose

Pursuant to Chapter 791 of the Texas Government Code, the County and the City are public agencies entering into this Agreement for the purpose of providing governmental functions in which the Parties are mutually interested and with each Party performing functions they would be authorized to perform individually; specifically: financing, project management, installation and maintenance of the Project, which will create improvements for roads in Bastrop County and will provide for the public health and welfare.

2. General Agreement

The County and City of Bastrop hereby agree to cooperate as further set forth in this Agreement in the construction of the Project. The Project consists of the design and installation of drainage improvements at Shiloh Road approximately 700 feet west of SH 304 to improve drainage within the city limit while reducing the impact on county residents.

3. City Responsibilities

City shall serve as the lead entity for the purpose of this Agreement in which capacity it shall perform all administrative duties associated with the project including design, installation of the box culverts and other necessary drainage improvements located within the right of way.

4. County Responsibilities

The County will reimburse the City of Bastrop a maximum amount of \$_____ for drainage Improvements. Attached as Exhibit B are the Item Descriptions and Estimate of Quantities for the Roadway Improvements portion of the Project.

5. Other Agreements Relating to the Project

- A. Reimbursement payment is expected within 45 days of presentation of paid invoice to the County for the drainage improvements portion of the Project.
- B. City of Bastrop agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement.

6. Miscellaneous

- A. **Notice and Addresses.** All notices required hereunder must be given by certified mail or registered mail, addressed to the proper Party, at the following addresses:

To the County: County of Bastrop
Attn: Judge Paul Pape
Bastrop County Judge
804 Pecan
Bastrop, Texas 78602

To City: City of Bastrop
Attn: Lynda Humble,
City Manager
PO Box 427
Bastrop, TX 78602

Either Party may change the address to which notices are to be sent by giving the other Party notice of the new address in the manner provided in this section. Notices shall be deemed to have been received three (3) days after deposit in the mail.

For ease of administration of this contract, a main contact person has been designated for the Parties as follows:

To the County: County of Bastrop
Attn: Carolyn Dill, P.E.
Bastrop County Engineer
211 Jackson Street
Bastrop, Texas 78602

To City of Bastrop: City of Bastrop
Attn: Tracy Waldron
Chief Financial Officer
PO Box 427

DRAFT

- B. **Parties Bound.** This Agreement shall be binding upon, and inure to the benefit of, the Parties to this Agreement and their respective heirs, executors, administrators, legal representatives, successors, and assigns.
- C. **Prior Agreement Superseded.** This Agreement constitutes the sole and only agreement of the Parties regarding their responsibilities to each other concerning the work noted herein on the Project and supersedes any prior understandings or written or oral agreements between the Parties respecting the Project. This Agreement in no way modifies or supersedes any document executed by the Parties prior to this Agreement which does not involve the Project.
- D. **Amendment.** No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the Parties to this Agreement.
- E. **General Waiver by the Parties.** The Parties hereby waive and release each other from all claims for loss or damage caused by any act or omission by the other, their respective employees, or agents, in the performance of this Agreement, except for gross negligence and/or willful misconduct, and except as otherwise provided by the Texas Uniform Commercial Code. To the extent authorized by Texas law, the County and City of Bastrop agree that each entity is responsible for its own proportionate share of any liability for personal injury or death or property damage arising out of or connected to its own negligent acts or omissions in connection with this Agreement as determined by a court of competent law.
- F. **Violation of Law.** The Parties shall not violate any federal, state or local laws, regulations or ordinances in the performance of this Agreement.
- G. **Enforceability.** If any provision of this Agreement proves unlawful or unenforceable by a court having jurisdiction over the Parties or the subject matter, such provision shall be severable from the other provisions of this Agreement, and all remaining provisions shall be fully enforceable.
- H. **Governing Law, Venue and Place for Performance.** This Agreement shall be governed by the laws of Texas, which state shall also be deemed the place where this Agreement was entered into and the place of performance and transaction of business and Parties. In the event of litigation pertaining to the Agreement, the exclusive forum, venue and place of jurisdiction shall also be the County of Bastrop and the State of Texas unless otherwise agreed in writing by the Parties. The Parties acknowledge that each has had the unfettered opportunity to review, revise and negotiate the terms of this Agreement, and that if in the future there is a dispute as to the meaning of any provision herein, then no such provision shall be construed against the drafter of the Agreement. The parties agree that Bastrop County, Texas is the venue for this agreement.
- I. **Signature Warranty Clause.** The signatories to this Agreement represent that they have the authority to execute this agreement on behalf of City of Bastrop and the County, respectively.

- J. **No Waiver of Immunities.** Nothing in the Agreement shall be construed to waive any immunity from suit or liability enjoyed by City of Bastrop, the County, their past or present officers, employees, or agents.
- K. **Approval of Governing Bodies.** This Agreement has been approved by the governing bodies of the County and City of Bastrop.
- L. **Assignment.** Neither Party may assign their interests in this Agreement except upon receiving the written consent of the other Party.
- M. **Termination.** This agreement may be terminated by either Party, with or without cause, upon 30 calendar day's written notice.
- N. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
- O. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon thirty (30) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

EXECUTED TO BE EFFECTIVE this _____ day of _____, 2017.

CITY OF BASTROP

By: _____
 Printed Name: Connie Schroeder
 Title: Mayor

ATTEST:

By: _____
 Printed Name: Ann Franklin
 Title: City Secretary

BASTROP COUNTY

By: _____
 Printed Name: Paul Pape
 Title: County Judge

Initial: County _____ City of Bastrop _____

ATTEST:

By: _____

Printed Name: Rose Pietsch

Title: County Clerk

DRAFT

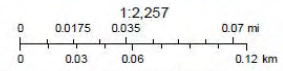
EXHIBIT A



April 11, 2017

- Roads
- City Limits
- Topo

Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.



Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors, and the GIS user community

Bastrop County Appraisal District & BIS Consulting - www.bisconsultants.com

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

DK

EXHIBIT B



ENGINEER'S ESTIMATE OF COST

CITY OF BASTROP
1311 CHESTNUT STREET
BASTROP, TEXAS 78602

Project: Shiloh Road Culvert Replacement

DATE: 7/14/2017

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL UNIT COST
SITE PREP ITEMS					
1	Traffic Control	LS	1	\$ 2,000.00	\$ 2,000.00
2	Erosion Control	LS	1	\$ 2,500.00	\$ 2,500.00
3	Site Clearing	LS	1	\$ 5,000.00	\$ 5,000.00
DEMOLITION / EXCAVATION ITEMS					
4	Remove, dispose of Existing Guardrail (~350LF)	LS	1	\$ 3,000.00	\$ 3,000.00
5	Remove, dispose of existing pavement, base material	CY	50	\$ 30.00	\$ 1,500.00
6	Remove, dispose of existing concrete	CY	50	\$ 30.00	\$ 1,500.00
7	Remove, dispose of existing culvert	LF	30	\$ 30.00	\$ 900.00
8	Excavate, haul-off existing fill material	CY	1,000	\$ 30.00	\$ 30,000.00
CONSTRUCTION ITEMS					
9	Trench Safety System	LS	1	\$ 3,000.00	\$ 3,000.00
10	Concrete Footings	LF	120	\$ 150.00	\$ 18,000.00
11	Pre-cast Concrete Arch Culvert, 39' Span x 50LF incl. Pre-cast Concrete Headwalls, Wingwalls	LS	1	\$ 205,000.00	\$ 205,000.00
12	Structure Backfill, Compaction	CY	400	\$ 95.00	\$ 38,000.00
13	Flex Base, TxDOT Type A, Grade 1 - 8" Depth	SY	60	\$ 20.00	\$ 1,200.00
14	Prime Coat (0.15 Gal/SY)	GAL	30	\$ 15.00	\$ 450.00
15	Type C Asphalt, 2" Thickness	TON	25	\$ 100.00	\$ 2,500.00
16	Guardrail	LF	350	\$ 35.00	\$ 12,250.00
17	Rock Rip-Rap	CY	30	\$ 80.00	\$ 2,400.00
18	Re-Vegetation	LS	1	\$ 2,000.00	\$ 2,000.00
				SUBTOTAL FOR BASE ITEMS	\$ 331,200.00
				TOTAL ESTIMATE	\$ 331,200.00





STAFF REPORT

MEETING DATE: July 25, 2017

AGENDA ITEM: 9E

TITLE:

Consider action to approve Resolution R-2017-52 of the City Council of the City of Bastrop, Texas awarding a contract for the construction of a 16" Water Line along SH 71 to M&C Fonseca Construction Company, Inc. in the amount of Two Million Thirty-Three Thousand Two Hundred Sixteen Dollars and 00 Cents (\$2,033,216.00); authorizing the City Manager to execute all necessary documents for the construction and installation of this water line; and establishing an effective date.

STAFF REPRESENTATIVE:

Trey Job, Director of Public Works

BACKGROUND/HISTORY:

The City began developing a long-term water supply in 2013. Once the decision was reached by the Bastrop City Council to purchase 6,000 acre feet of water from a nearby development known as XS Ranch, the City began filing the required paper work to receive a permit from the Lost Pines Ground Water Conservation District. After approximately two years of contested case hearing and a ruling from an Administrative Law Judge, the City was issued a permit in October of 2016 to withdraw 2,000 acre feet of water from the Simsboro aquifer at a rate of 1,500 gallons per minute. The well was designed with funds issued from a previous bond issue. If awarded tonight, the completion date is estimated October 23, 2018.

POLICY EXPLANATION:

The City is required to maintain its infrastructure for all utilities and is given authority to do so in the Local Government Code. Not only is the authority to maintain our infrastructure found in the Local Government Code, but it can be found in the State Water Code as well. The authority, and responsibility to regulate water and wastewater utilities has been given to Texas Commission on Environmental Quality, and all public water systems are required to follow the rules and regulations.

FUNDING SOURCE:

The funds were allocated in the Fiscal Year 2016-17 budget year.

RECOMMENDATION:

Consider action to approve Resolution R-2017-52 of the City Council of the City of Bastrop, Texas awarding a contract for the construction of a 16" Water Line along SH 71 to M&C Fonseca Construction Company, Inc. in the amount of Two Million Thirty-Three Thousand Two Hundred Sixteen Dollars and 00 Cents (\$2,033,216.00); authorizing the City Manager to execute all necessary documents for the construction and installation of this water line; and establishing an effective date.

ATTACHMENTS:

- Resolution
- Bid Tabulation

RESOLUTION NO. R-2017-52

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AWARDING A CONTRACT FOR THE CONSTRUCTION OF A 16" WATER LINE ALONG SH 71 TO M&C FONSECA CONSTRUCTION COMPANY, INC. IN THE AMOUNT OF TWO MILLION THIRTY-THREE THOUSAND TWO HUNDRED SIXTEEN DOLLARS AND 00 CENTS (\$2,033,216.00); AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS FOR THE CONSTRUCTION AND INSTALLATION OF THIS WATER LINE; 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 approved the proposal for the implementation of a monitoring program to secure an adequate water supply, and maintain the health and safety of our community; and

WHEREAS, The City Council has the steadfastness to ensure a quality water source is developed for future generations; and

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

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

Section 1: That the City Manager is hereby authorized to execute a contract for the construction of a 16" water line and all ancillary components in the amount of \$2,033,216.00.

Section 2: That the City Council of the City of Bastrop has found M&C Fonseca Construction Company, Inc. to be a subject matter expert in the field of water line improvements.

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop, Texas this 25th day of July , 2017.

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

David F. Bragg, City Attorney



BEFCO ENGINEERING, INC.
Consulting Engineering/Land Surveying
P. O. BOX 615 485 NORTH JEFFERSON
LA GRANGE, TEXAS 78945-0615
979 / 968-6474 FAX 979 / 968-3056
www.befcoengineering.com E-mail: office@befcoengineering.com
Texas Registered Engineering Firm F-2011 Texas Licensed Surveying Firm #10001700

July 12, 2017

Trey Job, Public Works Director
City of Bastrop
1209 Linden Street
P.O. Box 427
Bastrop, Texas 78602

RE: City of Bastrop
SH 71 ~ 16" Water Line Improvements
BEFCO Job No. 15-6497

Dear Mr. Job:

On Thursday, June 22nd, the City of Bastrop received bids for the State Highway 71 ~ 16" Water Line Improvements project. There were fourteen (14) bids received ranging from \$1,967,101.00 to \$3,370,870.76. The low bid was submitted by Blackrock Construction. However their bid submittal package was incomplete, lacking a number of requested documents; 3 years of financials, insurance certificates, subcontractor and supplier lists, available equipment and manpower for the project and project references. The second low bidder, D. Guerra Construction, with a bid of \$1,996,668 also submitted an incomplete package. D. Guerra Construction failed to submit 3 years of financials, insurance certificates and subcontractor and supplier lists. Consequently, their bids have not been considered for recommendation. The third low bidder, M&C Fonseca Construction Company, Inc. submitted a bid of \$2,033,216.00 and a complete bid package with all requested documentation. Therefore, the lowest responsible bidder is considered to be M&C Fonseca Construction Company, Inc.

We recommend that the City award the contract to the first responsible bidder, M&C Fonseca Construction Company, Inc. in the amount of \$2,033,216.00.

Should you have any questions or require more information, please let me know. Thank you for the opportunity to provide engineering and surveying services for this project.

Very truly yours,

BEFCO Engineering, Inc.

A blue ink signature of Chad Emmel, PE, Project Manager. The signature is written in a cursive, flowing style.

Chad Emmel, PE, Project Manager

Attachment: Bid Tabulation dated 6/26/17

CE:cae

CITY OF BASTROP
 16" Water Line Improvements
 BEFCO JOB NO. 15-6497
 June 22, 2017

Item No.	Est. Qty.	Units	Description in Words	Blackrock Construction 1475 Heritage Parkway, #1B Mansfield, TX 76063		D. Guerra Construction, LLC 9810 FM 969 Austin, TX 78724		M&C Fonseca Const. Co., Inc. 1901 Prairie Creek Rd. Granite Shoals, TX 78654		Herschap Backhoe & Ditching, Inc. PO Box 473 La Grange, TX 78945	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	11,596	LF	16" C-905 DR-14 PVC Water Line	\$ 69.00	\$ 800,124.00	\$ 72.00	\$ 834,912.00	\$ 54.00	\$ 626,184.00	\$ 55.00	\$ 637,780.00
2	26	EA	16" Gate Valves	\$ 6,140.00	\$ 159,640.00	\$ 5,915.00	\$ 153,790.00	\$ 5,950.00	\$ 154,700.00	\$ 7,500.00	\$ 195,000.00
3	2	EA	12" Gate Valves	\$ 2,185.00	\$ 4,370.00	\$ 2,290.00	\$ 4,580.00	\$ 2,400.00	\$ 4,800.00	\$ 2,800.00	\$ 5,600.00
4	1	EA	2" Automatic Mueller Hydro Guard H-3 Flush Valve	\$ 5,365.00	\$ 5,365.00	\$ 6,425.00	\$ 6,425.00	\$ 5,850.00	\$ 5,850.00	\$ 8,000.00	\$ 8,000.00
5	20	EA	Fire Hydrant Assembly	\$ 4,925.00	\$ 98,500.00	\$ 5,875.00	\$ 117,500.00	\$ 4,000.00	\$ 80,000.00	\$ 6,600.00	\$ 132,000.00
6	5	EA	2" Combination Air Release/Vacuum Valve Assembly	\$ 3,570.00	\$ 17,850.00	\$ 2,987.00	\$ 14,935.00	\$ 2,000.00	\$ 10,000.00	\$ 4,700.00	\$ 23,500.00
7	1,385	LF	Uncased Bores	\$ 300.00	\$ 415,500.00	\$ 234.00	\$ 324,090.00	\$ 438.00	\$ 606,630.00	\$ 340.00	\$ 470,900.00
8	1,372	LF	16" PVC Certa-Lok RJ C905 DR-21 by Bore Method and Uncased	\$ 162.00	\$ 222,264.00	\$ 203.00	\$ 278,516.00	\$ 189.00	\$ 259,308.00	\$ 225.00	\$ 308,700.00
9	6	EA	Tie-In to Ex. Water Lines	\$ 2,750.00	\$ 16,500.00	\$ 3,415.00	\$ 20,490.00	\$ 3,200.00	\$ 19,200.00	\$ 6,500.00	\$ 39,000.00
10	80	LF	Install 26" Steel Casing by Bore Method (TxDOT FM 20)	\$ 340.00	\$ 27,200.00	\$ 516.00	\$ 41,280.00	\$ 332.00	\$ 26,560.00	\$ 400.00	\$ 32,000.00
11	200	LF	Install 24" Steel Casing by Dry Bore Method (UPRR Crossing)	\$ 275.00	\$ 55,000.00	\$ 465.00	\$ 93,000.00	\$ 388.00	\$ 77,600.00	\$ 1,150.00	\$ 230,000.00
12	2	EA	Furnish and Install 10" Pressure Reducing Valve with all Piping, etc.	\$ 55,000.00	\$ 110,000.00	\$ 47,777.00	\$ 95,554.00	\$ 58,000.00	\$ 116,000.00	\$ 55,000.00	\$ 110,000.00
13	11,596	LF	Trench Excavation Safety System	\$ 3.00	\$ 34,788.00	\$ 1.00	\$ 11,596.00	\$ 4.00	\$ 46,384.00	\$ 1.00	\$ 11,596.00
TOTAL BASE BID (Item Nos. 1-13)				\$ 1,967,101.00		\$ 1,996,668.00		\$ 2,033,216.00		\$ 2,204,076.00	

Item No.	Est. Qty.	Units	Description in Words	Nelson Lewis, Inc. 450 FM 1431 East Marble Falls, TX 78654		Smith Contracting Co., Inc. 15308 Ginger St. Austin, TX 78728		Skyblue Utilities, Inc. PO Box 1001 Kingsland, TX 78639		S.J. Louis Construction of TX, LTD 10515 Gulfdale St., Suite 111 San Antonio, TX 78216	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	11,596	LF	16" C-905 DR-14 PVC Water Line	\$ 83.00	\$ 962,468.00	\$ 79.00	\$ 916,084.00	\$ 78.99	\$ 915,968.04	\$ 109.85	\$ 1,273,820.60
2	26	EA	16" Gate Valves	\$ 6,500.00	\$ 169,000.00	\$ 6,000.00	\$ 156,000.00	\$ 5,770.70	\$ 150,038.20	\$ 6,250.00	\$ 162,500.00
3	2	EA	12" Gate Valves	\$ 3,300.00	\$ 6,600.00	\$ 2,700.00	\$ 5,400.00	\$ 2,498.95	\$ 4,997.90	\$ 2,840.00	\$ 5,680.00
4	1	EA	2" Automatic Mueller Hydro Guard H-3 Flush Valve	\$ 7,800.00	\$ 7,800.00	\$ 7,500.00	\$ 7,500.00	\$ 7,377.25	\$ 7,377.25	\$ 5,875.00	\$ 5,875.00
5	20	EA	Fire Hydrant Assembly	\$ 5,500.00	\$ 110,000.00	\$ 5,400.00	\$ 108,000.00	\$ 5,149.70	\$ 102,994.00	\$ 6,082.00	\$ 121,640.00
6	5	EA	2" Combination Air Release/Vacuum Valve Assembly	\$ 4,000.00	\$ 20,000.00	\$ 3,000.00	\$ 15,000.00	\$ 5,921.35	\$ 29,606.75	\$ 4,040.00	\$ 20,200.00
7	1,385	LF	Uncased Bores	\$ 400.00	\$ 554,000.00	\$ 360.00	\$ 498,600.00	\$ 379.50	\$ 525,607.50	\$ 235.15	\$ 325,682.75
8	1,372	LF	16" PVC Certa-Lok RJ C905 DR-21 by Bore Method and Uncased	\$ 175.00	\$ 240,100.00	\$ 280.00	\$ 384,160.00	\$ 284.48	\$ 390,306.56	\$ 240.00	\$ 329,280.00
9	6	EA	Tie-In to Ex. Water Lines	\$ 3,500.00	\$ 21,000.00	\$ 2,200.00	\$ 13,200.00	\$ 5,409.75	\$ 32,458.50	\$ 4,415.00	\$ 26,490.00
10	80	LF	Install 26" Steel Casing by Bore Method (TxDOT FM 20)	\$ 300.00	\$ 24,000.00	\$ 500.00	\$ 40,000.00	\$ 487.54	\$ 39,003.20	\$ 475.00	\$ 38,000.00
11	200	LF	Install 24" Steel Casing by Dry Bore Method (UPRR Crossing)	\$ 425.00	\$ 85,000.00	\$ 430.00	\$ 86,000.00	\$ 430.72	\$ 86,144.00	\$ 425.00	\$ 85,000.00
12	2	EA	Furnish and Install 10" Pressure Reducing Valve with all Piping, etc.	\$ 45,000.00	\$ 90,000.00	\$ 50,000.00	\$ 100,000.00	\$ 29,007.31	\$ 58,014.62	\$ 57,655.00	\$ 115,310.00
13	11,596	LF	Trench Excavation Safety System	\$ 1.00	\$ 11,596.00	\$ 1.00	\$ 11,596.00	\$ 1.15	\$ 13,335.40	\$ 0.01	\$ 115.96
TOTAL BASE BID (Item Nos. 1-13)				\$ 2,301,564.00		\$ 2,341,540.00		\$ 2,355,851.92		\$ 2,509,594.31	

Item No.	Est. Qty.	Units	Description in Words	Austin Engineering Co., Inc. PO Box 342349 Austin, TX 78734		Patin Construction, LLC 3800 W. 2nd Street Taylor, TX 76574		WPM Construction Services, Inc. 5415 McKinney Falls Pkwy. Austin, TX 78744		Qro Mex Construction Co., Inc. 2801 Prairie Creek Rd. Granite Shoals, TX 78654	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	11,596	LF	16" C-905 DR-14 PVC Water Line	\$ 106.00	\$ 1,229,176.00	\$ 87.00	\$ 1,008,852.00	\$ 121.00	\$ 1,403,116.00	\$ 90.00	\$ 1,043,640.00
2	26	EA	16" Gate Valves	\$ 7,300.00	\$ 189,800.00	\$ 9,200.00	\$ 239,200.00	\$ 6,650.00	\$ 172,900.00	\$ 8,200.00	\$ 213,200.00
3	2	EA	12" Gate Valves	\$ 2,960.00	\$ 5,920.00	\$ 3,500.00	\$ 7,000.00	\$ 2,830.00	\$ 5,660.00	\$ 2,200.00	\$ 4,400.00
4	1	EA	2" Automatic Mueller Hydro Guard H-3 Flush Valve	\$ 6,100.00	\$ 6,100.00	\$ 8,000.00	\$ 8,000.00	\$ 5,600.00	\$ 5,600.00	\$ 6,000.00	\$ 6,000.00
5	20	EA	Fire Hydrant Assembly	\$ 5,280.00	\$ 105,600.00	\$ 7,500.00	\$ 150,000.00	\$ 5,300.00	\$ 106,000.00	\$ 5,800.00	\$ 116,000.00
6	5	EA	2" Combination Air Release/Vacuum Valve Assembly	\$ 4,200.00	\$ 21,000.00	\$ 4,500.00	\$ 22,500.00	\$ 2,450.00	\$ 12,250.00	\$ 3,400.00	\$ 17,000.00
7	1,385	LF	Uncased Bores	\$ 401.00	\$ 555,385.00	\$ 415.00	\$ 574,775.00	\$ 404.00	\$ 559,540.00	\$ 570.00	\$ 789,450.00
8	1,372	LF	16" PVC Certa-Lok RJ C905 DR-21 by Bore Method and Uncased	\$ 226.00	\$ 310,072.00	\$ 200.00	\$ 274,400.00	\$ 266.00	\$ 364,952.00	\$ 330.00	\$ 452,760.00
9	6	EA	Tie-In to Ex. Water Lines	\$ 4,000.00	\$ 24,000.00	\$ 7,500.00	\$ 45,000.00	\$ 2,500.00	\$ 15,000.00	\$ 4,500.00	\$ 27,000.00
10	80	LF	Install 26" Steel Casing by Bore Method (TxDOT FM 20)	\$ 500.00	\$ 40,000.00	\$ 650.00	\$ 52,000.00	\$ 615.00	\$ 49,200.00	\$ 450.00	\$ 36,000.00
11	200	LF	Install 24" Steel Casing by Dry Bore Method (UPRR Crossing)	\$ 40.00	\$ 8,000.00	\$ 600.00	\$ 120,000.00	\$ 425.00	\$ 85,000.00	\$ 600.00	\$ 120,000.00
12	2	EA	Furnish and Install 10" Pressure Reducing Valve with all Piping, etc.	\$ 51,000.00	\$ 102,000.00	\$ 75,000.00	\$ 150,000.00	\$ 48,200.00	\$ 96,400.00	\$ 60,000.00	\$ 120,000.00
13	11,596	LF	Trench Excavation Safety System	\$ 1.00	\$ 11,596.00	\$ 1.00	\$ 11,596.00	\$ 1.00	\$ 11,596.00	\$ 3.50	\$ 40,586.00
TOTAL BASE BID (Item Nos. 1-13)				\$ 2,608,649.00		\$ 2,663,323.00		\$ 2,887,214.00		\$ 2,986,036.00	

CRU, Ltd.
8760A Research Blvd., #192
Austin, TX 78758

Persons Service Company, LLC
4474 Halls Mill Rd.
Mobile, AL 36693

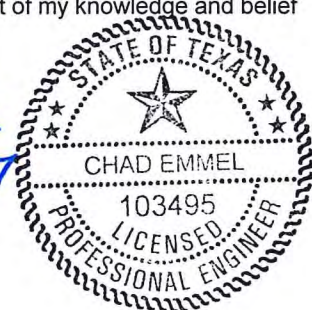
<u>Item No.</u>	<u>Est. Qty.</u>	<u>Units</u>	<u>Description in Words</u>	<u>Unit Price</u>	<u>Total Price</u>	<u>Unit Price</u>	<u>Total Price</u>
1	11,596	LF	16" C-905 DR-14 PVC Water Line	\$ 153.50	\$ 1,779,986.00	\$ 90.60	\$ 1,050,597.60
2	26	EA	16" Gate Valves	\$ 7,600.00	\$ 197,600.00	\$ 10,901.57	\$ 283,440.82
3	2	EA	12" Gate Valves	\$ 3,700.00	\$ 7,400.00	\$ 11,752.90	\$ 23,505.80
4	1	EA	2" Automatic Mueller Hydro Guard H-3 Flush Valve	\$ 7,300.00	\$ 7,300.00	\$ 14,980.23	\$ 14,980.23
5	20	EA	Fire Hydrant Assembly	\$ 7,600.00	\$ 152,000.00	\$ 8,626.89	\$ 172,537.80
6	5	EA	2" Combination Air Release/Vacuum Valve Assembly	\$ 5,800.00	\$ 29,000.00	\$ 4,832.08	\$ 24,160.40
7	1,385	LF	Uncased Bores	\$ 370.00	\$ 512,450.00	\$ 520.35	\$ 720,684.75
8	1,372	LF	16" PVC Certa-Lok RJ C905 DR-21 by Bore Method and Uncased	\$ 198.00	\$ 271,656.00	\$ 450.20	\$ 617,674.40
9	6	EA	Tie-In to Ex. Water Lines	\$ 7,200.00	\$ 43,200.00	\$ 3,540.45	\$ 21,242.70
10	80	LF	Install 26" Steel Casing by Bore Method (TxDOT FM 20)	\$ 525.00	\$ 42,000.00	\$ 539.13	\$ 43,130.40
11	200	LF	Install 24" Steel Casing by Dry Bore Method (UPRR Crossing)	\$ 474.00	\$ 94,800.00	\$ 1,162.59	\$ 232,518.00
12	2	EA	Furnish and Install 10" Pressure Reducing Valve with all Piping, etc.	\$ 62,000.00	\$ 124,000.00	\$ 61,804.31	\$ 123,608.62
13	11,596	LF	Trench Excavation Safety System	\$ 2.10	\$ 24,351.60	\$ 3.69	\$ 42,789.24
TOTAL BASE BID (Item Nos. 1-13)				\$	3,285,743.60	\$	3,370,870.76

I certify that this is correct and true to the best of my knowledge and belief

BEFCO Engineering, Inc. (F-2011)

Chad Emmel, P.E.
Registration No. 103495
June 26, 2017

6/26/17





STAFF REPORT

MEETING DATE: July 25, 2017

AGENDA ITEM: 9F

TITLE:

Consider action to approve Resolution R-2017-53 of the City Council of the City of Bastrop, Texas authorizing a contract with Bluebonnet Electric Cooperative for the conversion of overhead electric utility lines to underground electric utility lines in Bob Bryant Park located at 610 Charles Street, Bastrop, Texas at a cost of One Hundred Sixty-Eight Thousand Thirty-Five and 11/100 Dollars (\$168,035.11), authorizing the City Manager to execute all necessary documents, and establishing an effective date.

STAFF REPRESENTATIVE:

Trey Job, Director of Public Works

BACKGROUND/HISTORY:

Bob Bryant Park was dedicated in April 2004, and overhead electric lines installed in 2012. This Park was acquired/developed with grant assistance requiring, in part, that no overhead utilities lines be installed in the area and must remain dedicated as use for public recreation in perpetuity. Therefore, the overhead electric lines must be converted to underground so that Bob Bryant Park is in compliance with the Local Park Grants Program requirements.

POLICY EXPLANATION:

This resolution, if passed, continues the policy previously set by City Council to assist other local governmental entities with projects that are mutually beneficial.

FUNDING SOURCE:

This project was budgeted in FY 2017 Budget.

RECOMMENDATION:

Consider action to approve Resolution R-2017-53 of the City Council of the City of Bastrop, Texas authorizing a contract with Bluebonnet Electric Cooperative for the conversion of overhead electric utility lines to underground electric utility lines in Bob Bryant Park located at 610 Charles Street, Bastrop, Texas at a cost of One Hundred Sixty-Eight Thousand Thirty-Five and 11/100 Dollars (\$168,035.11), authorizing the City Manager to execute all necessary documents, and establishing an effective date.

ATTACHMENTS:

- Resolution

RESOLUTION NO. R-2017-53

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AUTHORIZING A CONTRACT WITH BLUEBONNET ELECTRIC COOPERATIVE FOR THE CONVERSION OF OVERHEAD ELECTRIC UTILITY LINES TO UNDERGROUND ELECTRIC UTILITY LINES IN BOB BRYANT PARK LOCATED AT 610 CHARLES STREET, BASTROP, TEXAS AT A COST OF ONE HUNDRED SIXTY-EIGHT THOUSAND THIRTY-FIVE AND 11/100 DOLLARS (\$168,035.11), AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS, AND ESTABLISHING AN EFFECTIVE DATE.

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

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

WHEREAS, The City of Bastrop has an interest in maintaining the City of Bastrop parks system and;

WHEREAS, The City of Bastrop identified the overhead electric lines in Bob Bryant Park as noncompliant with the Texas Parks and Wildlife Local Park Grants Program; and

WHEREAS, The City Council realizes the importance of maintaining the City Parks in a condition of compliance in perpetuity on behalf of the citizens of the city of Bastrop; and

WHEREAS, Pursuant to Chapter 331 of the Local Government Code, Cities and Counties are granted the authority to improve the land for park purposes and operate and maintain parks;

WHEREAS, the City Council finds that a very significant public interest is served by the completion of the conversion of the overhead electric lines to underground.

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

Section 1: That the City Manager is hereby authorized to execute a contract with Bluebonnet Electric Cooperative and all other documents necessary for the completion of the conversion of overhead electric lines to underground electric in Bob Bryant Park, 610 Charles Street, Bastrop, Texas in the amount of \$168,035.11.

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.

PASSED AND APPROVED this 25th day of July, 2017.

CITY OF BASTROP, TEXAS

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

David F. Bragg, City Attorney



Bluebonnet Electric Cooperative, Inc.
P.O. Box 240
Giddings, Texas 78942

February 21, 2017

City of Bastrop
c/o Trey Jobs
PO Box 427
Bastrop, TX 78602

Bluebonnet Electric Cooperative looks forward to serving your electric utility needs. Please read the following information regarding specific Bluebonnet processes and procedures, and your responsibilities necessary to facilitate the installation of your service.

Bluebonnet shall at all times have complete ownership and control of the entire line, with the right to serve others from said line. The member will own and be responsible for maintaining the meter loop. If the meter loop is mounted on the pole, members have the option to purchase the meter loop from Bluebonnet. If the meter loop is to be mounted on a building, the member is responsible for acquiring the meter loop. Meter loops may be purchased through an electrician. If the meter loop is on location at the time of construction and passes Bluebonnet inspection, the meter loop will be installed by Bluebonnet at no extra charge.

Bluebonnet requires a clear right-of-way (ROW) for access to poles, equipment and the entire length of all electrical lines. In many cases, easements and permits are required from other property owners or various entities prior to Bluebonnet installing new service. Bluebonnet will prepare and send out the necessary paperwork in order to facilitate this portion of the process. You are encouraged to contact adjacent landowners when additional easements are needed in order to help expedite the process, (some easements and permits can take several months to obtain, depending on the situation.)

The cost breakdown on the second page of this letter is in direct response to your job request. All costs and fees associated with your job must be paid in full prior to construction of your job. The cost estimate is contingent on Bluebonnet's ability to acquire all necessary easements and permits for construction based on the agreed upon design. The cost is subject to change based on these requirements. For your convenience, payment can be made:

- By mail (in the enclosed envelope); or
- Over the phone by E- check or credit card (MasterCard, Visa or Discover); or
 - By calling 1-800-842-7708 between 7:00 am - 5:30 pm, Monday - Friday; or
- At any Bluebonnet Member Service Center:
 - 690 Hwy. 71 W., Bastrop
 - 2401 Hwy. 290 W., Brenham
 - 3190 E. Austin, Giddings
 - 1916 W. San Antonio St., Lockhart
 - 810 Lexington St., Manor

Please include the Work Order Number with your payment. If you have any questions, please call 1-800-842-7708.

Business Partner #4000031904

Contract Account #5000263464

Work Order # 60202651

Member : City of Bastrop

Service Address: 610 Charles St., Bastrop, TX 78602

Bluebonnet Information and Cost Quotation

- This job requires the following ROW width, along the entire length of the line:
 - 30 ft wide, ground to sky clearing 20 ft. wide, ground to sky clearing 10 ft. wide, ground to sky clearing.
 - Bluebonnet will provide ROW clearing (cut, chip and haul, if necessary, all brush and trees) in the agreed upon location at the cost of \$10.00 per running foot. Unless otherwise requested, stumps will be cut to ground level.
 - The member will provide their own ROW clearing. They understand that the clearing must be to Bluebonnet's specifications and must be inspected and approved by Bluebonnet's construction crew before construction begins.
 - ROW is required on a third party's property. The member understands that they are responsible for all ROW clearing costs.
 - Bluebonnet will obtain permission from the third party and cut the ROW at \$5.00 per running foot.
 - The member will obtain permission from the third party and provide their own ROW clearing. They understand that the clearing must be to Bluebonnet's specifications and must be inspected and approved by the construction crew before construction begins.
- The member will purchase a 200 amp 15 ft. meter loop 19 ft. meter loop from Bluebonnet. They understand that the meter loop is guaranteed for one year and will be delivered and installed on the pole at the time of construction. If they choose not to purchase a meter loop from Bluebonnet, they understand that they are responsible for acquiring the meter loop. The meter loop must pass Bluebonnet inspection. If the meter loop does not pass inspection or is not at the site, the member will be responsible for a \$50 return trip charge to re-inspect or install and inspect the meter loop.

This cost is good for 90 days.

Underground	\$79,618.58
Overhead Primary	\$12,127.97
Transformers and Equipment	\$67,778.16
Overhead Conversion	\$8,510.40
SUBTOTAL	\$168,035.11
TOTAL (Pay this amount)***	\$168,035.11

For questions concerning this cost estimate, you may contact Shawn Ely at (979) 542 - 8518 and I will be glad to assist you.

Members applying for electric service at a location shall be required to pay a \$50 activation fee upon receipt of their first or next billing. If, after 30 days after electric service has been made available to a location, the premises are not wired and ready for use, the member shall be liable for an idle service fee. The idle service fee will be billed to the member each month until kWh consumption begins.



LEGEND:



EXIST. OHE
PER 7/8/14 INSPECTION

BASTROP, TX.

BOB BRYANT PARK



STAFF REPORT

MEETING DATE: July 25, 2017

AGENDA ITEM: 9G

TITLE:

Consider action to approve Resolution No. R-2017-55 of the City Council of the City of Bastrop, Texas authorizing the Texas Housing Foundation to exercise its powers specifically limited to the Bastrop Oak Grove Apartment Complex I & II, located at 1910 Wilson Street, Bastrop, Texas, authorizing a Cooperative Agreement, Attached as Exhibit A, authorizing the Mayor to execute said agreement, and establishing an effective date.

STAFF REPRESENTATIVE:

Lynda K. Humble, City Manager

BACKGROUND/HISTORY:

The Texas Housing Foundation (THF) is a Texas Regional Housing Authority, whose mission is to provide opportunities for lower income residents of the State of Texas to live in decent and safe housing that they can afford located in communities of which they can be proud.

THF plans to purchase Bastrop Oak Grove I & II, located at 1910 Wilson Street, Bastrop, TX and make a \$2,360,000 investment in renovating this property. The purchase and renovation will be tenant neutral because the same rent and income limits as established by the Texas Department of Housing and Community Affairs will apply, once completed. Current tenants will be provided accommodations in a local hotel while construction of their individual unit occurs. This property is currently owned by an investment group in Illinois. When THF purchases this facility, it will become a tax-exempt property, no longer paying property taxes, since public money will be used for renovations.

POLICY EXPLANATION:

Texas Local Government Code, Section 392.017(d) requires that the governing body of a municipality adopt a resolution declaring a need for a municipal housing authority to its powers in another jurisdiction, and authorizing a cooperative agreement under Section 392.059. The adoption of the attached resolution will grant THF authority specifically limited to Bastrop Oak Grove I & II, located at 1910 Wilson Street, Bastrop, Texas. Mark Mayfield, President of THF, will be present to answer any questions.

FUNDING SOURCE:

N/A

RECOMMENDATION:

Consider action to approve Resolution No. R-2017-55 of the City Council of the City of Bastrop, Texas authorizing the Texas Housing Foundation to exercise its powers specifically limited to the Bastrop Oak Grove Apartment Complex I & II, located at 1910 Wilson Street, Bastrop, Texas, authorizing a Cooperative Agreement, Attached as Exhibit A, authorizing the Mayor to execute said agreement, and establishing an effective date.

ATTACHMENTS:

- Resolution
- Cooperative Agreement



RESOLUTION NO. R-2017-55

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AUTHORIZING THE TEXAS HOUSING FOUNDATION TO EXERCISE ITS POWERS WITHIN THE TERRITORIAL BOUNDARIES OF THE CITY OF BASTROP, TEXAS SPECIFICALLY LIMITED TO THE BASTROP OAK GROVE APARTMENT COMPLEX I & II LOCATED AT 1910 WILSON STREET, BASTROP, TEXAS, AUTHORIZING A COOPERATIVE AGREEMENT, ATTACHED AS EXHIBIT A, AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, there exists in the City of Bastrop a shortage of safe and sanitary housing available to lower income residents at rents they can afford; and

WHEREAS, the Texas Housing Foundation (“Foundation”) has significant experience and expertise in successfully providing, developing, financing and managing housing projects that are affordable to lower income residents and are assets to the community; and

WHEREAS, Texas Local Government Code, Section 392.017 (d) requires that the governing body of a municipality adopt a resolution declaring a need for a municipal housing authority to exercise its powers in another jurisdiction, and authorizing a cooperation agreement under Section 392.059;

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

Section 1: The City Council is the governing body of the City of Bastrop.

Section 2: Pursuant to Texas Local Government Code, Section 392.017(d)(1), the City Council declares that there is a need for the Foundation to exercise its powers in the territorial boundaries of the City of Bastrop specifically to the Bastrop Oak Grove Apartment Complex I & II located at 1910 Wilson Street, Bastrop, Texas to provide decent, safe and sanitary housing that is affordable for lower income residents of Bastrop. The Foundation is hereby authorized to exercise its powers in the territorial boundaries of the City of Bastrop specifically limited to the Bastrop Oak Grove Apartment Complex I & II located at 1910 Wilson Street, Bastrop, Texas.

Section 3: Pursuant to Texas Local Government Code, Section 392.017(d)(2) and the Cooperation Agreement attached hereto and incorporated herein between the Foundation and the City of Bastrop, the Foundation is hereby authorized under Texas Local Government Code Section 392.059(a) to exercise its powers within the City of Bastrop. The City of Bastrop agrees to cooperate with the Foundation to allow the Foundation to provide housing for lower income residents in the territorial boundaries of the City of Bastrop consistent with the terms of the Cooperation Agreement. The Foundation is authorized to exercise its powers under the Texas Housing Authorities Law, Texas Local Government Code Chapter 392, to finance, plan, undertake, construct, or operate housing projects in the City of Bastrop, consistent with the terms of the Cooperation Agreement, attached as Exhibit A. The Mayor is hereby authorized to execute the Cooperation Agreement on behalf of the City of Bastrop.

Section 4: The Mayor is authorized to take any reasonable and necessary action to effectuate the direction and intention of this resolution and the Cooperation Agreement.

Section 5: That this Resolution shall take effect immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop, Texas this 25th day of July, 2017.

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

David F. Bragg, City Attorney

**COOPERATION AGREEMENT BETWEEN
THE CITY OF BASTROP, TEXAS
AND THE
TEXAS HOUSING FOUNDATION
EFFECTIVE JULY 25, 2017**

WHEREAS, on July 25, 2017 under provisions of the Tex. Local Government Code, Section 392.017(d), the City of Bastrop, declared that there is a need for the Texas Housing Foundation, to exercise its powers within the territorial boundaries of the City of Bastrop, Texas City of Bastrop specifically limited to the Bastrop Oak Grove Apartment Complex I & II located at 1910 Wilson Street, Bastrop, Texas, (the "City") because there exists in City of Bastrop a shortage of safe and sanitary housing available to lower income persons at rentals they can afford;

WHEREAS, Tex. Local Govt. Code, Section 392.017(d), requires that the City Council adopt a resolution authorizing the Texas Housing Foundation to exercise its powers in the city, and authorizing a cooperation agreement under Section 392.059(a);

WHEREAS, the Board of Commissioners of the Texas Housing Foundation also adopted a resolution to exercise its powers in the city and authorized a cooperation agreement under Section 392.059(a);

NOW, THEREFORE, the parties hereto, the City, and the Texas Housing Foundation agree as follows:

Section 1: Cooperation Agreement. The City and the Texas Housing Foundation agree to cooperate to allow the Texas Housing Foundation, to provide housing for lower income persons in the City, specifically limited to the Bastrop Oak Grove Apartment Complex I & II located at 1910 Wilson Street, Bastrop, Texas, consistent with the provisions below.

Section 2: Housing Project Authorization. The Texas Housing Foundation, is authorized to exercise its powers under the Texas Housing Authorities Law, Tex. Local Govt. Code, Chapter 392, to finance, plan undertake, or operate a housing project in the City as provided in this Agreement.

Section 3: The Texas Housing Foundation is authorized to acquire land, develop site improvements, and construct buildings for housing development within the territorial boundaries of the City, and to operate and manage such project for the benefit of lower income residents of the City.

Section 4: Annual Reports. The Texas Housing Foundation shall submit within 120 days after the end of its fiscal year a report to the Mayor of the City describing the housing and services operation undertaken for the benefit of lower income residents of the City of Bastrop and other activities of the Texas Housing Foundation in the City.

Section 5: Preservation of Authority. No applicable provision or intention in this cooperation agreement limits the authority or power of the City to exercise its powers under any law. No provision or intention in this cooperation agreement limits the authority or power of the Texas Housing Foundation to exercise its powers under the Texas Housing Authorities Law, Tex. Local Govt. Code, Chapter 392, to finance, plan, undertake, construct, or operate a

housing project under this Cooperation Agreement or in the area of operation of the Texas Housing Foundation defined in Tex. Local Govt. Code 392.013.

Section 6: Implementation. The Mayor of the City and the President of the Texas Housing Foundation are authorized to take any reasonable and necessary action to effectuate and implement the direction and intention of this cooperation agreement and the authorizing resolutions.

Agreed this 25th day of July, 2017.

City of Bastrop

By: Connie B. Schroeder, Mayor

Texas Housing Foundation

By: Mark Mayfield, President

Attest:

Ann Franklin, City Secretary



STAFF REPORT

MEETING DATE: July 25, 2017

AGENDA ITEM: 9H

TITLE:

Hold Public Hearing and consider action to approve Resolution No. R-2017-56 of the City Council of the City of Bastrop, Texas supporting THF Bastrop Oak Grove, LLC's application to the Texas Department of Housing and Community Affairs for 2017 Housing Tax Credits for Bastrop Oak Grove Apartments, and establishing an effective date.

STAFF REPRESENTATIVE:

Lynda K. Humble, City Manager

BACKGROUND/HISTORY:

The Texas Housing Foundation (THF) is a Texas Regional Housing Authority, whose mission is to provide opportunities for lower income residents of the State of Texas to live in decent and safe housing that they can afford located in communities of which they can be proud.

THF plans to purchase Bastrop Oak Grove I & II, located at 1910 Wilson Street, Bastrop, TX and make a \$2,360,000 investment in renovating this property. The purchase and renovation will be tenant neutral because the same rent and income limits as established by the Texas Department of Housing and Community Affairs will apply, once completed. Current tenants will be provided accommodations in a local hotel while construction of their individual unit occurs. This property is currently owned by an investment group in Illinois. When THF purchases this facility, it will become a tax-exempt property, no longer paying property taxes, since public money will be used for renovations.

POLICY EXPLANATION:

Tex. Gov't Code §2306.67071 and Texas Administrative Code §10.204(4), it is hereby found that:

1. Notice has been provided to the Governing Body in accordance with Tex. Gov't Code, §2306.67071(a).
2. The Governing Body has had sufficient opportunity to obtain a response from the Applicant regarding any questions or concerns about the proposed Development.
3. The Governing Body has held a hearing at which public comment may be made on the proposed Development in accordance with Tex. Gov't Code, §2306.67071(b).
4. After due consideration of the information provided by the Applicant and public comment, the Governing Body does not object to the proposed Application.

In order to comply with state law, the City of Bastrop must hold a public hearing allowing for public comment. In addition, the City of Bastrop must approve a resolution indicating there is no objection to the THF application.

FUNDING SOURCE:

N/A

RECOMMENDATION:

1. Hold Public Hearing seeking public comment.
2. Consider action to approve Resolution No. R-2017-56 of the City Council of the City of Bastrop, Texas supporting THF Bastrop Oak Grove, LLC's application to the Texas Department of Housing and Community Affairs for 2017 Housing Tax Credits for Bastrop Oak Grove Apartments, and establishing an effective date.

ATTACHMENTS:

- Resolution



RESOLUTION NO. R-2017-56

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS SUPPORTING THE BASTROP OAK GROVE, LLC'S APPLICATION TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR 2017 HOUSING TAX CREDITS FOR BASTROP OAK GROVE APARTMENTS, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, THF Bastrop Oak Grove, LLC has proposed the acquisition and rehabilitation of 48 affordable rental housing units that will be located at 1910 Wilson Street in the Bastrop, Bastrop County, Texas; and

WHEREAS, THF Bastrop Oak Grove, LLC intends to submit an application to the Texas Department of Housing and Community Affairs for 2017 Housing Tax Credits for Bastrop Oak Grove Apartments.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, that in accordance with the requirements of Tex. Gov't Code §2306.67071 and Texas Administrative Code §10.204(4), it is hereby found that:

Section 1: Notice has been provided to the Governing Body in accordance with Tex. Gov't Code, §2306.67071(a).

Section 2: The Governing Body has had sufficient opportunity to obtain a response from the Applicant regarding any questions or concerns about the proposed Development; and

Section 3: The Governing Body has held a hearing at which public comment may be made on the proposed Development in accordance with Tex. Gov't Code, §2306.67071(b); and

Section 4: After due consideration of the information provided by the Applicant and public comment, the Governing Body does not object to the proposed Application; and

Section 5: On behalf of the Governing Body, Connie Schroeder, Mayor is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

Section 6: This resolution shall take effect immediately and upon passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop, Texas this 25th day of July, 2017.

Connie Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

David Bragg, City Attorney



STAFF REPORT

MEETING DATE: July 25, 2017

AGENDA ITEM: 91

TITLE:

Consider action to approve Resolution No. R-2017-54 of the City Council of the City of Bastrop, Texas confirming board appointments of the Mayor, as required in Section 3.08 of the City's Charter, as outlined in Exhibit A; and establishing an effective date.

STAFF REPRESENTATIVE:

Lynda K. Humble, City Manager

BACKGROUND/HIS TORY:

Section 3.08, Mayor and Mayor Pro Tem, of the City Charter states that the Mayor shall appoint members to all City boards and commissions, subject to confirmation by the City Council.

POLICY EXPLANATION:

Mayor Connie Schroeder has reviewed all applications and has made appointments to various City boards and commissions. In an effort to be open and transparent, Mayor Schroeder has prepared a detailed memorandum outlining her appointments. The memorandum is attached as Exhibit A to the Resolution seeking confirmation of Council as required by the Charter.

FUNDING SOURCE:

N/A

RECOMMENDATION:

Consider action to approve Resolution No. R-2017-54 of the City Council of the City of Bastrop, Texas confirming board appointments of the Mayor, as required in Section 3.08 of the City's Charter, as outlined in Exhibit A; and establishing an effective date.

ATTACHMENTS :

- Resolution
- Memo

RESOLUTION NO. R-2017-54

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS
CONFIRMING BOARD APPOINTMENTS OF THE MAYOR, AS REQUIRED IN
SECTION 3.08 OF THE CITY'S CHARTER, AS OUTLINED IN EXHIBIT A; AND
ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, Section 3.08, Mayor and Mayor Pro Tem, of the City Charter states that the Mayor shall appoint members to all City boards and commissions, subject to confirmation by the City Council; and

WHEREAS, Mayor Connie Schroeder has reviewed applications to the City's boards and commissions and has made appointments to the boards as outlined in Exhibit A; and

WHEREAS, City Council must confirm these appointments as required by the City Charter.

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

Section 1: That Mayor Connie Schroeder appointed the following members to the boards:

Bastrop Art in Public Places (term ends 2020)

Place 1: Marlene Outlaw (ETJ)

Unanimously approved by BAIPP Board on July 19, 2017

Cemetery Board (Term ends 2020)

Place 1: Marvel Wimbley (Riverside Grove) Bastrop native with historic ties to Fairview

Place 2: Mary Williams (Downtown) – Reappointment; currently serves as Secretary

Construction Standards Board (Term ends 2019)

Place 2: Dave McKenzie (Downtown) – Home Contractor, new and remodel

Hunter's Crossing LGC (Terms to be addressed by Board)

Place 5: Michelle Dodson (HOA Board Member)

Place 7: Matthew Phillips - Resident

Main Street Advisory Board (Term ends 2020)

Place 5: Jennifer Long (Tahitian Village)

Recommended by Main Street Nominating Committee and unanimously approved by Main Street Board on July 12, 2017

Parks Board/Public Tree Advisory Board

Place 8: James Wimbley (Riverside Grove) Term ends 2018

Zoning Board of Adjustment/Municipal Sign Review Board (Term ends 2019)

Place 3: Blas Coy (Downtown) Reappointment

Place 5: Scott Bryant (ETJ) More than 20 years of experience as business owner

Section 2: That the City Council of the City of Bastrop confirms Mayor Schroeder's appointments to the boards as outlined in Exhibit A.

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 25th day of July, 2017.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

David F. Bragg, City Attorney



MEMORANDUM

To: Honorable Council Members

From: Mayor Connie Schroeder

Date: July 21, 2017

RE: Board Appointments

I am pleased to make my final Board appointments for 2017. City Council, Staff, and Boards together all play a vital role in order for the City to operate and set the future. I am pleased to have received your unanimous consent on the prior 32 appointments.

Earlier, I shared my intent to have individuals serve on only one Board, except in the case where a Board's bylaws specifically require representation by a member of another Board. This policy has increased citizen participation and increased our Boards ability to reflect the community.

As a reminder, I set guidelines for reviewing applications:

- Maximize the number of citizen voices to be heard and limit service to one Board.
- Enhance diversification on the Boards (inclusive of geography, gender, age and race) to more closely reflect the community it represents.
- Confirm purpose and scope of each Board.
- Focus on the skills and knowledge needed to most effectively fulfill each Board's mission.
- Relieve citizens of serving who have had attendance issues.
- Follow recommendation of Board nominating committee as defined in bylaws.
- Solicit input from Staff Liaison and/or Executive Director of each Board regarding specific skills needed.

Below you will find my appointments, along with my rationale, to each of the Boards:

Bastrop Art in Public Places (term ends 2020)

Place 1: Marlene Outlaw (ETJ)

Recommended by BAIPP Board on July 19, 2017

Cemetery Board (Term ends 2020)

Place 1: Marvel Wimbley (Riverside Grove) Bastrop native with historic ties to Fairview
Place 2: Mary Williams (Downtown) – Reappointment; currently serves as Secretary

Construction Standards Board (Term ends 2019)

Place 2: Dave McKenzie (Downtown) – Home Contractor, new and remodel

Hunter's Crossing LGC (Terms to be addressed by Board)

- Place 5: Michelle Dodson (HOA Board Member)
- Place 7: Matthew Phillips - Resident

Main Street Advisory Board (Term ends 2020)

- Place 5: Jennifer Long (Tahitian Village)

Recommended by Main Street Nominating Committee and unanimously approved by its Board, summary of organization committee recommendation has been included.

Parks Board/Public Tree Advisory Board

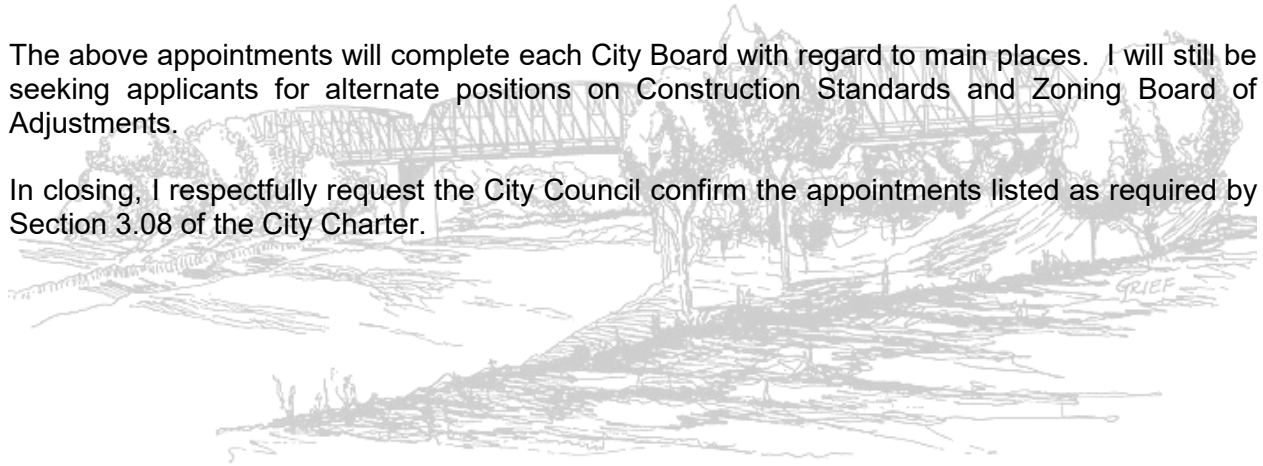
- Place 8: James Wimbley (Riverside Grove) Term ends 2018

Zoning Board of Adjustment/Municipal Sign Review Board (Term ends 2019)

- Place 3: Blas Coy (Downtown) Reappointment
- Place 5: Scott Bryant (ETJ) Small business owner 20+ years

The above appointments will complete each City Board with regard to main places. I will still be seeking applicants for alternate positions on Construction Standards and Zoning Board of Adjustments.

In closing, I respectfully request the City Council confirm the appointments listed as required by Section 3.08 of the City Charter.





STAFF REPORT

MEETING DATE: July 25, 2017

AGENDA ITEM: 10A

TITLE:

City Council shall convene into closed executive session pursuant to Section 551.071 of the Texas Government Code to discuss and deliberate litigation matters with the City Attorney regarding Pine Forest 6, et al vs. City of Bastrop, et al.

STAFF REPRESENTATIVE:

Lynda Humble, City Manager





STAFF REPORT

MEETING DATE: July 25, 2017

AGENDA ITEM: 10B

TITLE:

City Council shall convene into closed executive session pursuant to Section 551.071 of the Texas Government Code to discuss and deliberate litigation matters with the City Attorney regarding XS Ranch Fund VI, LP, Case No. 16-31367, a case pending in the United States Bankruptcy Court, Northern District of California and its impact on the City of Bastrop's agreement to purchase future water.

STAFF REPRESENTATIVE:

Lynda Humble, City Manager





STAFF REPORT

MEETING DATE: July 25, 2017

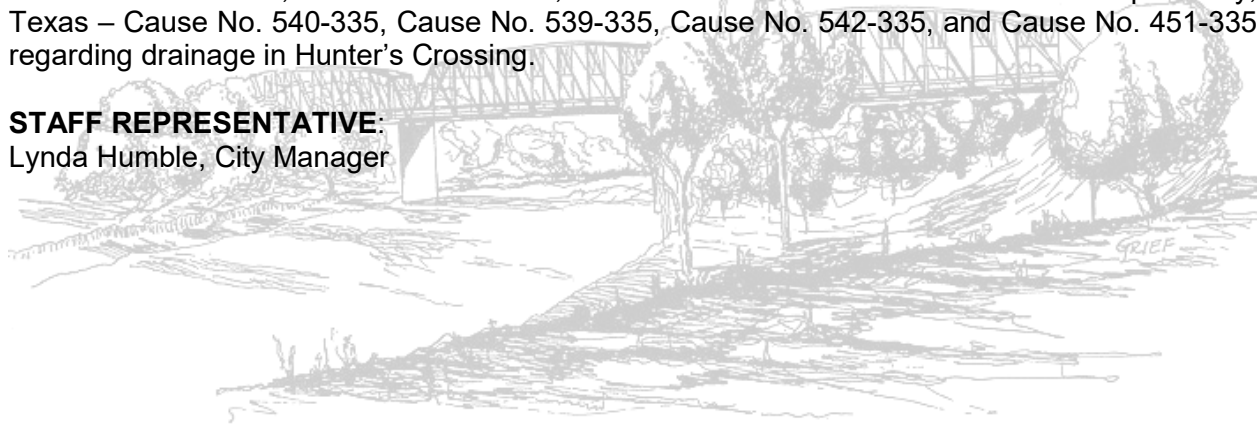
AGENDA ITEM: 10C

TITLE:

City Council shall convene into closed executive session pursuant to Section 551.071 of the Texas Government Code to discuss and deliberate litigation matters with the City Attorney regarding Multiple Plaintiffs vs. Forestar Group, et al (including City of Bastrop) in the 21st Judicial District Court of Bastrop County, Texas – Cause No. 540-21, Cause No. 541-21, Cause No. 543-21, Cause No. 539-21 Cause No. 542-21; in the 423rd Judicial District Court of Bastrop County, Texas – Cause No. 423-5020, Cause No. 423-5024, Cause No. 423-5022, Cause No. 423-5021, Cause No. 423-5023, Cause No. 451-335; in the 335th Judicial District Court of Bastrop County, Texas – Cause No. 540-335, Cause No. 539-335, Cause No. 542-335, and Cause No. 451-335 regarding drainage in Hunter’s Crossing.

STAFF REPRESENTATIVE:

Lynda Humble, City Manager





STAFF REPORT

MEETING DATE: July 25, 2017

AGENDA ITEM: 11

TITLE:

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

STAFF REPRESENTATIVE:

Lynda Humble, City Manager

