

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



March 12, 2019 at 5:00 P.M.

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

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

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

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

1. **CALL TO ORDER – EXECUTIVE SESSION – 5:00 P.M.**
2. **EXECUTIVE SESSION**
- 2A. City Council shall convene into closed executive session pursuant to Section 551.071 of the Texas Government Code to confer with City Attorney regarding status of Building Bastrop Codes.
3. **TAKE ANY NECESSARY OR APPROPRIATE ACTION ON MATTERS POSTED FOR CONSIDERATION IN CLOSED/EXECUTIVE SESSION**
4. **CALL TO ORDER – REGULAR SESSION – 6:30 P.M.**
5. **PLEDGE OF ALLEGIANCE** – Reagan Ferem and Taylor King, Bastrop High School Student Council
TEXAS PLEDGE OF ALLEGIANCE
Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.
6. **INVOCATION** – Cliff Sparks, Police Chaplain

7. PRESENTATIONS

- 7A. Mayor's Report
- 7B. Councilmembers' Report
- 7C. City Manager's Report

8. WORK SESSION/BRIEFINGS

- 8A. Continue discussion from the February 26, 2019 City Council Meeting regarding the low impact development (geographically sensitive) design standards of the new proposed drainage code revisions.
- 8B. Receive presentation and hold discussion regarding the proposed framework and pattern book as part of the Bastrop Building Blocks code revisions (B³) with Matt Lewis at SimpleCity Design.
- 8C. Update and discussion regarding the Old Iron Bridge with Brian LaFoy of Kimley Horn.
- 8D. Update and discussion of current Legislative Session and its impact on local municipalities.

9. STAFF AND BOARD REPORTS - NONE

10. CITIZEN COMMENTS

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

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

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

11. 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.

- 11A. Consider action to approve City Council minutes from the February 26, 2019, regular meeting.

- 11B. Consider action to approve the second reading of Ordinance No. 2019-04 of the City Council of the City of Bastrop, Texas amending the Bylaws of the Youth Advisory Council; including a severability clause; and providing an effective date.
- 11C. Consider action to approve second reading of Ordinance No. 2019-02 of the City Council of the City of Bastrop, Texas amending the Bastrop City Code of Ordinances Chapter 13, Article 13.02, Section 13.02.002 "Wastewater Service Charge"; repealing conflicting provisions; providing for severability; proper notice and meeting; and establishing for an effective date.

12. ITEMS FOR INDIVIDUAL CONSIDERATION

- 12A. Consider action and approve Resolution No. R-2019-27 of the City Council of the City of Bastrop, Texas, making determinations regarding certain project-specific Exceptions and/or Exemptions as provided by Emergency Ordinance 2018-1, Section 8 (Temporary Moratorium); and Emergency Ordinance 2018-2, Section 7 (Emergency Drainage Application Rules).
- 12B. Consider action to approve Resolution No. R-2019-22 of the City Council of the City of Bastrop, Texas approving a task order for additional design, bidding, and construction phase services for the Main Street Field Engineering Project to MWM DesignGroup in the amount of Seventy-eight Thousand Ten Dollars and Seventy-five Cents (\$78,010.75) as attached in Exhibit A , authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.
- 12C. Consider action to approve Resolution No. R-2019-26 of the City Council of the City of Bastrop, Texas to approve a subdivision variance to allow the relocation of an overhead electric line to remain overhead when all utilities are required to go underground within the Pecan Park Residential Planned Development, located west of Sterling Drive and north of the Colorado River, as shown in Exhibit A; within the city limits of Bastrop, Texas; providing for a repealing clause; and establishing an effective date.
- 12D. Consider action to approve Resolution No. R-2019-28 of the City Council of the City of Bastrop, Texas approving a contract to provide services as Presiding Municipal Judge to Blas Coy, Jr.; attached as Exhibit A; authorize the City Manager to execute necessary documentation; providing for a repealing clause; and establishing an effective date.

13. 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, March 8, 2019 at 3:00 p.m. and remained posted for at least two hours after said meeting was convened.


Traci Chavez, Deputy City Secretary



STAFF REPORT

MEETING DATE: March 12, 2019

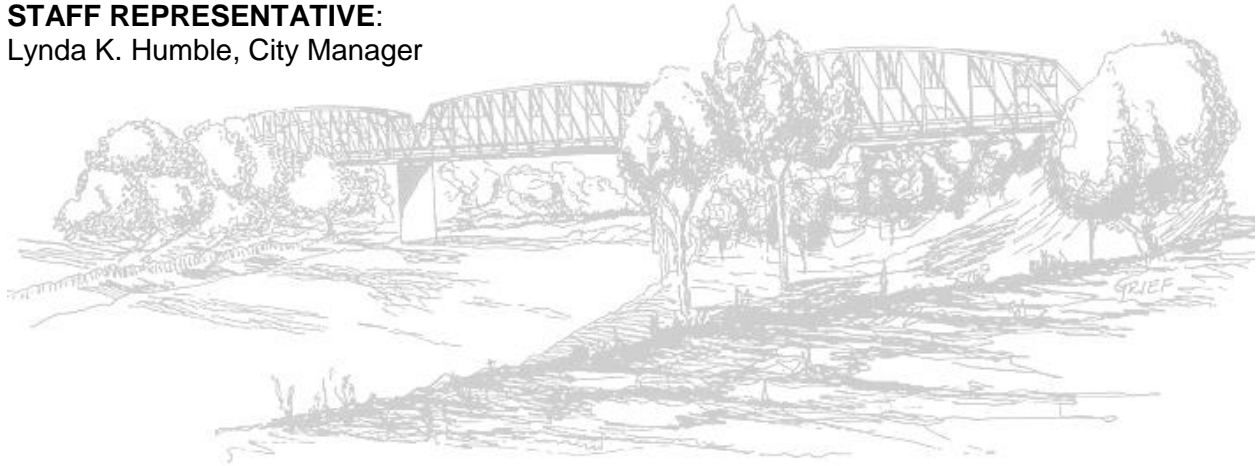
AGENDA ITEM: 2A

TITLE:

City Council shall convene into closed executive session pursuant to Section 551.071 of the Texas Government Code to confer with City Attorney regarding status of Building Bastrop Codes.

STAFF REPRESENTATIVE:

Lynda K. Humble, City Manager





STAFF

REPORT

MEETING DATE: March 12, 2019

AGENDA ITEM: 3

TITLE:

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

STAFF REPRESENTATIVE:

Lynda Humble, City Manager





STAFF REPORT

MEETING DATE: March 12, 2019

AGENDA ITEM: 7A

TITLE:

Mayor's Report

STAFF REPRESENTATIVE:

Lynda Humble, City Manager

POLICY EXPLANATION:

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

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

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

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

ATTACHMENTS:

- Power Point Presentation

Mayor's Report
March 12, 2019



Latest Activities

February 15 - 28

Events in 2019: 55



YMCA

“Pedal For A Purpose”



TML Elected Officials Conference



BHS Senior Serve
Project Graduation 2019



Executive
Director
Tresha Silva



Empty Bowl Judges

Bastrop County Emergency Food Pantry



Chairman Cyrier
Mayor Connie Kacir



BEDC



Planned Events

March 1 - 12

- March 1
 - TML Elected Officials Conference
 - City OFFICES CLOSED
- March 2
 - Zumba-thon at Body Toners (Relay for Life Fundraiser)
 - 4H Livestock Sale
 - Texas Free! Victory or Death (Bastrop Opera House)
- March 4 - Library Board Meeting
- March 6 - Chamber Luncheon
- March 7
 - Mayor's Prayer Breakfast
 - TML Region 10 Meeting
- March 8 – ZOOMA Texas Lost Pines 5K
- March 9
 - ZOOMA Texas Lost Pines Challenge 10K
 - Go Texan Chili and Bean Cook off Judge
- March 12 – City Council Meeting



Upcoming Events & City Meetings

- March 13 –
 - Community Support Partners Quarterly Meeting
 - Ribbon Cutting – The Pit Sports Grill
- March 14 – Hunters Crossing PID Public Update
- March 18 – BEDC Board Meeting
- March 20 – Guest Speaker for CRCA Class
- March 22 – Legislative Conference (New Braunfels)
- March 25 – Monday Mentoring at Gateway
- March 26 - City Council Meeting





STAFF REPORT

MEETING DATE: March 12, 2019

AGENDA ITEM: 7B

TITLE:

Councilmembers' Report

STAFF REPRESENTATIVE:

Lynda Humble, City Manager

POLICY EXPLANATION:

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STAFF REPORT

MEETING DATE: March 12, 2019

AGENDA ITEM: 7C

TITLE:

City Manager's Report

STAFF REPRESENTATIVE:

Lynda Humble, City Manager

POLICY EXPLANATION:

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

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STAFF

REPORT

MEETING DATE: March 12, 2019

AGENDA ITEM: 8A

TITLE:

Continue discussion from the February 26, 2019 City Council Meeting regarding the low impact development (geographically sensitive) design standards of the new proposed drainage code revisions.

STAFF REPRESENTATIVE:

Lynda K. Humble, City Manager
Trey Job, Managing Director of Public Works and Leisure Services

BACKGROUND/HISTORY:

On August 23, 2018, the City of Bastrop City Council extended an emergency moratorium because they recognized the impact detrimental development can have on existing citizens. The newly updated drainage ordinance will require future development to take into account the impacts of upstream flows as well as a more in-depth study of the downstream side of the development. It will also allow for a wider variety of development techniques that provides an opportunity for a win-win situation for the City of Bastrop and the developer. The new techniques provided in this design manual and ordinance will be a tool in the newly revised Bastrop Building Block Codes (B³). The new codes will account for fiscal sustainability, geographic sensitivity, and ensure that the City remain authentically Bastrop.

On February 26, 2019, the City Council received an update from Mark Shubak of Strand and Associates regarding a new storm water design manual and storm water ordinance. At the meeting, concerns were raised about the cost of maintenance, the expense of development and the authenticity of the proposed drainage design manual and ordinance. Item 8A provides another opportunity to discuss low impact development standards with the public and City Council.

POLICY EXPLANATION:

The City Charter Section III Section 3.16 – Codes of Technical Regulations grants the City Council the authority to adopt any standard code of technical regulations by reference thereto in an adopting ordinance.

FUNDING SOURCE:

N/A

RECOMMENDATION:

Continue the discussion from the February 26, 2019 City Council Meeting regarding the drainage design standards of the new proposed code revisions.

ATTACHMENT:

- Low Impact Drainage Standards (Geographically Sensitive) presentation





Geographically Sensitive Design Standards

Also known as Low Impact Development (LID) Standards





At February 26th Meeting, Council requested more information about Low Impact Development Standards tailored to our region:

- What is Stormwater?
- What are Low Impact Development Standards.
- What are common examples of LID's.
- Challenges faced by LID's in Central Texas.
- Quantifiable benefits of LID's
- Limited Texas LID examples
- Next Steps



What is Stormwater?

- Term used to identify water that originates during precipitation events.
- Natural part of the hydrologic cycle.
- Water vapors collect in the atmosphere, which becomes clouds, which becomes rain, which recharges groundwater and surface water, which evaporates to become water vapor... And this is a continuous dynamic cycle.

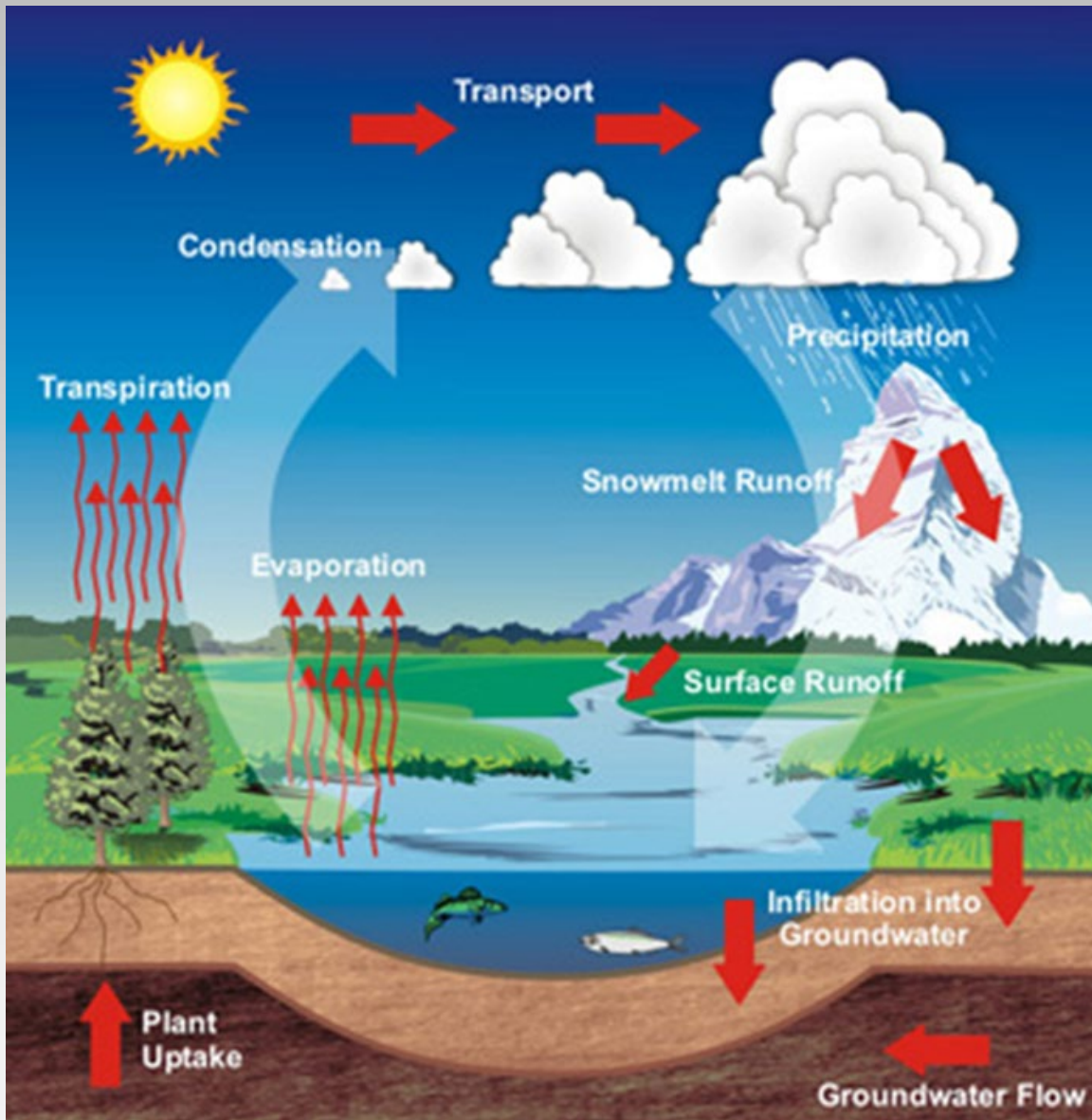
The Hydrologic Cycle – NOAA National Weather Service Jetstream

Evaporation:

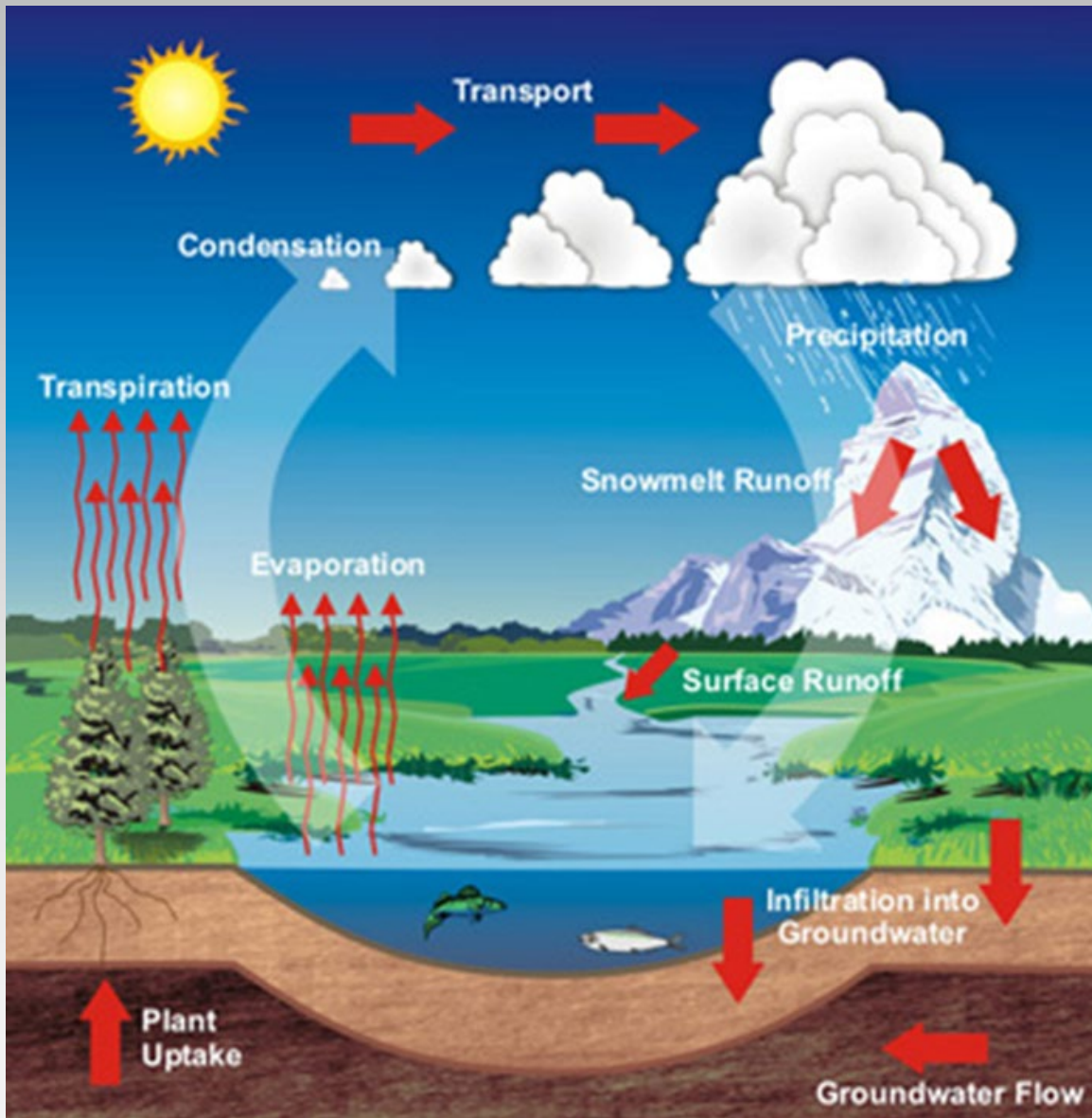
Transformation of liquid into a gas, in this case water into water vapor.

Transpiration:

Evaporation of water secreted by the leaves of plants. 99% of water taken up by plants is transpired into the atmosphere.



The Hydrologic Cycle – NOAA National Weather Service Jetstream



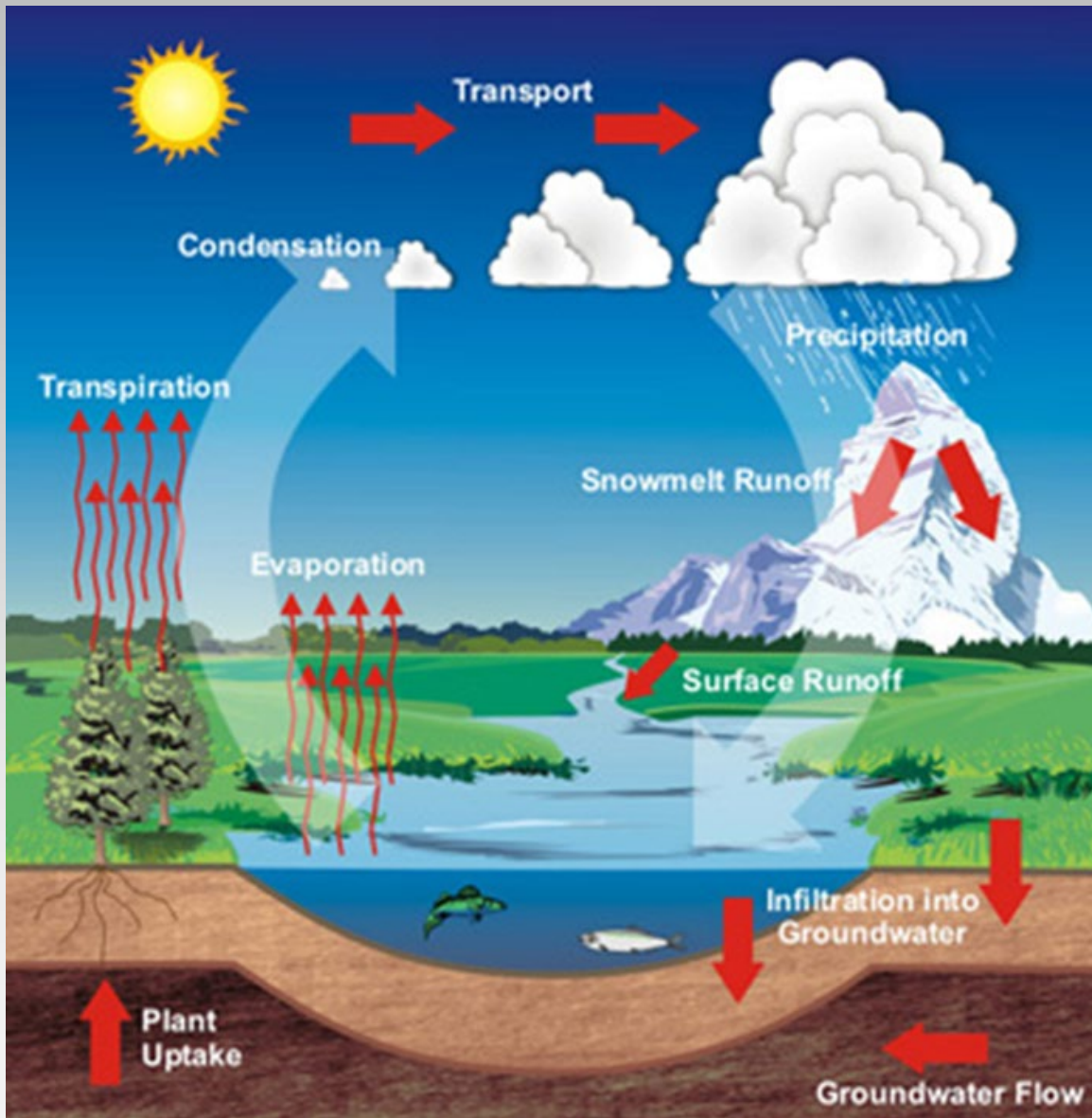
Condensation:

Conversion of water vapor into water droplets, seen as clouds, fog, mist, dew, or frost.

Precipitation:

Coalescence (sticking together) of tiny water droplets create large drops which fall to Earth.

The Hydrologic Cycle – NOAA National Weather Service Jetstream



Infiltration: Some of the precipitation is absorbed into the ground and filters down through layers of soil and rock.

Runoff: Precipitation that cannot be absorbed by the ground runs off into streams, lakes, and rivers, and eventually to the ocean.



What is Stormwater?

- About ½ of rainwater infiltrates the land and becomes groundwater in an undeveloped watershed.
- Other ½ travels via overland flow to join streams and rivers.
- Human settlements have significantly altered land cover patterns changing the behavior of rainfall on land surface.
- As built environment contained more rooftops, paved roads, and other urban hardscapes, disposition of rainfall changed – causing more of the rain that fell to run off and less to infiltrate to recharge groundwater.



What is Stormwater?

- As more land surface is developed, greater volumes of rainfall runs off at the expense of groundwater infiltration.
- Rainfall runoff volumes are so significant in urban areas, treated like a waste product to be conveyed away from developed areas as quickly as possible.



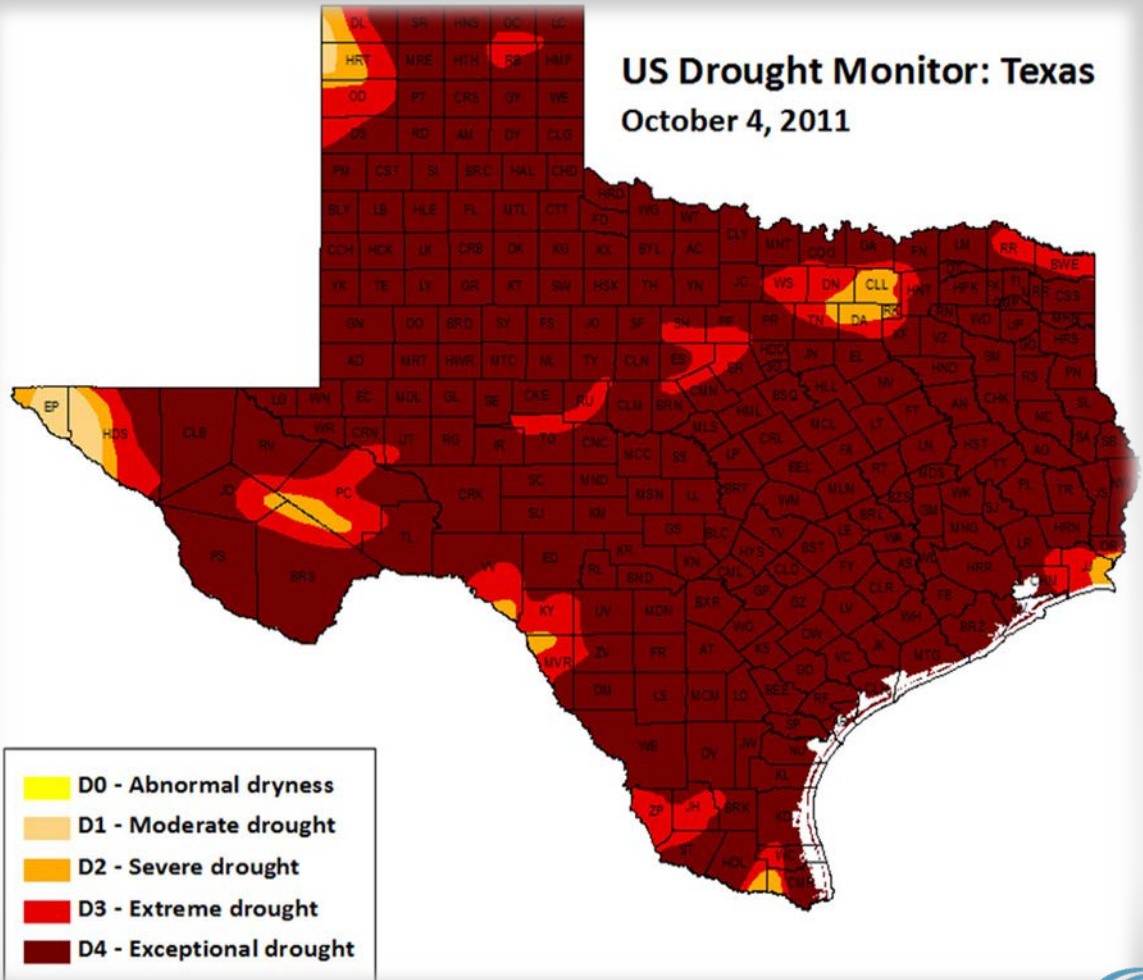
Continued Pattern of Urbanization has resulted in multiple problems:

- Consumption of land has resulted in increasing amounts of our watersheds being converted to impervious surface.
- Our current stormwater infrastructure is regularly overwhelmed by storm flows that exceed design capacity.
- The natural ratio of evaporation, infiltration, and runoff is completely out of balance.
- Increased surface runoff frequently results in flooding.
- Decreased infiltration is starving our groundwater resources.



What is LID?

- Developed to mimic natural systems.
- Reduces need for costly hard infrastructure and centralized stormwater management systems
- Integrates hydrologic and water quality functions into all aspects of the urban landscape and infrastructure.
- Results in functional, yet appealing site drainage which (1) restores ecological integrity of receiving waters, (2) promotes the natural movement of water within a watershed (ecosystem) and (3) reduces construction, maintenance and inspection costs.





Four (4) Principles of LID:

Slow it down.

Spread it out.

Soak it up.

Source controls.

- **Distributed throughout the watershed and not as “end of pipe” controls.**

Common Elements of LID:



Green Roof



Green Street



Rainwater Harvesting




Bioswale



Central Texas has seen very limited application of LID measures, even though they offer many benefits and have been applied with substantial success in other parts of the country.






Low Impact Development – A Central TX Perspective: Challenges faced by LID

- **Regulatory Conflicts**

- Land development codes and design criteria have focused largely on flooding and traffic issues.
- Conventional criteria mandate rapid release of water collected in stormwater control features.
- May need to be modified to optimize the potential blend of flood control, stormwater treatment, and water conservation functions offered by LID designs.





Low Impact Development – A Central TX Perspective: Challenges faced by LID

- **Enforcement Concerns, Maintenance, & Long-Term Performance**
 - Problems with conventional maintenance and enforcement.
 - Concern that more distributed system will be more difficult to administer.
 - Substantial effort to change long-established system.
 - Lessons required to be learned on how best to achieve a system that minimizes impacts on development.





Low Impact Development – A Central TX Perspective: Problem Definition

Land Development produces two (2) kinds of problems:

1. Increases in the quantity and rate of runoff flow resulting in accelerated soil erosion and stream degradation.
2. Increases in the concentration of many potentially harmful constituents including bacteria, heavy metals (copper, lead, zinc, and cadmium), nutrients (nitrogen and phosphorus), and oxygen-demanding substances.





Low Impact Development – A Central TX Perspective: Quantifiable Benefits

- **Reducing Pollutants Introduced by Development**
 - Reduce concentrations of many pollutants to background levels through settling, absorption and decay in the soil, and biological uptake.
 - By reducing volume and flow rates of runoff to near pre-development levels, the load of potential pollutants is further reduced.






Low Impact Development – A Central TX Perspective: Quantifiable Benefits

- **Protection of Downstream Water Resources**
 - Can prevent or reduce hydrologic impacts on receiving waters.
 - Reduce stream channel degradation from erosion.
 - Improve water quality.
 - Enhance the recreational and aesthetic value of our natural resources.






Low Impact Development – A Central TX Perspective: Quantifiable Benefits

- **Minimizing or Avoiding Downstream Flooding Impacts**
 - Can be effective in preventing increases in peak flow and flooding impacts associated with conventional development.
 - Can reduce and possibly eliminating recourse to detention ponds.





Low Impact Development – A Central TX Perspective: Quantifiable Benefits

- **Groundwater Recharge**

- Act to infiltrate runoff to recharge groundwater, ideally matching predevelopment condition.
- Replenish groundwater to maintain or increase stream baseflow.






Low Impact Development – A Central TX Perspective: Quantifiable Benefits

- **Habitat Conservation**

- Incorporated into preservation or enhancement of natural resources and wildlife habitat, in some cases avoiding expensive mitigation costs.
- Aquatic habitat improvements can be seen as the quality, volume, rate, and temperature entering waterbodies is more closely associated with predevelopment conditions.






Low Impact Development – A Central TX Perspective: Quantifiable Benefits

- **Water Conservation**

- Infiltrate runoff to recharge groundwater or store runoff for later use.
- Reduce irrigation demands on the potable water system.
- Aid water conservation.





Low Impact Development – A Central TX Perspective: Quantifiable Benefits

- **Real Estate Value/Property Tax Revenue**
 - Homeowners/Property Owners pay a premium to be located next to aesthetically pleasing amenities – water features, open space, trails.
 - People are willing to pay more for clustered homes than conventionally designed subdivisions.
 - Receive premiums for proximity to attractive LID practices.






Low Impact Development – A Central TX Perspective: Quantifiable Benefits

- **Lot Yield/Development Cost**
 - Don't typically require large, contiguous areas of land necessary for traditional stormwater controls.
 - Can be incorporated on individual house lots and along roadsides.
 - Reduction in land size for stormwater control results in additional housing lots.






Low Impact Development – A Central TX Perspective: Quantifiable Benefits

- **Aesthetic Value**

- Landscaping is an integral part of LID designs.
- Enhance property's aesthetics using trees, shrubs, and flowering plants.
- May increase property values due to perceived value of “extra” landscaping.






Low Impact Development – A Central TX Perspective: Quantifiable Benefits

- **Public Spaces / Quality of Life / Public Participation**
 - Placing water quality practices on individual lots provides opportunities to involve homeowners in stormwater management.
 - Enhances public awareness of water quality issues.
 - Almost 80% of potential homeowners rated natural open space as “essential” or “very important” in planned communities – American Lives R/E Study.





Low Impact Development – A Central TX Perspective: Quantifiable Benefits

- **Native Species Preservation**
 - Preservation of habitat for native insects, reptiles, amphibians, birds, mammals, and plants.





Limited Texas LID Guidelines

- **Austin/Pflugerville** – City of Austin Environmental Criteria Manual
- **Houston** - Harris County LID Criteria
- **Dallas/Fort Worth** – NCTCOG iSWM Program & Manual
- **San Antonio** – Modeling Change: Locating Opportunities for LID in Urban Areas
- **San Marcos** – Green Infrastructure – LID Practices
- **TCEQ** – Edwards Aquifer Technical Guidance Manual
- **TCEQ LID Workshop Series** – Arlington, Corpus Christi, Lower Rio Grande Valley, Pflugerville, San Antonio, Waco

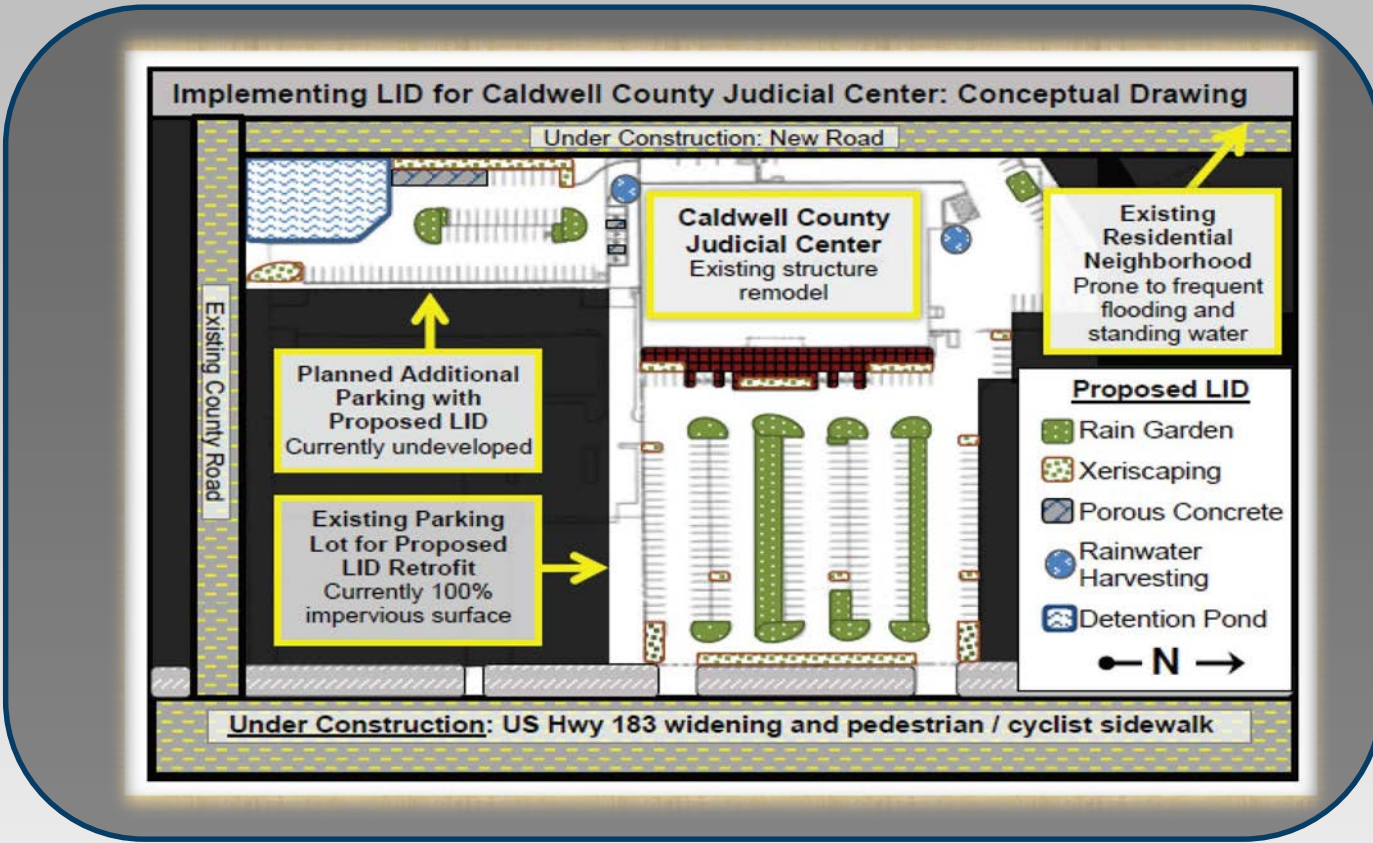




Limited Texas LID Guidelines

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Caldwell County Justice Center

Plum Creek is impaired for elevated bacteria concentration, specifically E. Coli. Caldwell County is located in this 397 square mile watershed, which is a tributary to the San Marcos River. This project included a cistern for rainwater harvesting, a rain garden, xeriscaping, and a porous paver parking lot.





Houston Land/Water Sustainability Forum held LID Design Competition in January 2010

- 22 Professional design teams comprised of architects, civil engineers, and landscape architects with other professionals.
- Competed in 1 of 3 categories: Single-family residential, urban redevelopment, and green roadway.
- Finalists were chosen by a panel of 5 expert judges and sent to finals rounds which required a 7-minute lightning round presentation to room full of colleagues and panel of 20 jurors – local and national municipal and regulatory dignitaries and local property developers.



Houston Land/Water Sustainability Forum held LID Design Competition in January 2010

- All 9 finalists showed:
 - Reduction in flash flooding.
 - Extraordinary water quality benefits.
 - Economic advantages of LID could be a major game changer.



Case Study: Camellia – Modern Bioswales & Detention to the Rescue

Located outside of the City of Houston in Fort Bend County, the single-family residential project known as Camellia is a great example of how Stormwater Multifunctional Design can benefit the community, future residents, and the developer of the project.

Camellia: 90 Acre Community offering 100% of the homes to be built on an amenity with stormwater canals to manage stormwater.



- Stormwater canals would be required to manage the 100 year 24 hour flood event (approx. 13" in 24-hours) within the detention canals.
- Lot Yield: 224
- Cost Per Lot: \$34,700
- Total Construction Cost: \$7,770,500



- Next Generation Biofiltration Strategy was used.
- Lot Yield: 323 (99 more lots)
- Cost Per Lot: \$21,156 (Savings of \$13,543 per lot)
- Total Construction Cost: \$6,833,400 (\$937,100 less than traditional methods)

Camellia: Next generation biofiltration strategies allowed the engineer to use a smaller footprint, reduce contractor error during installation, and keep long-term maintenance costs low.



Camellia: 90 Acre Community offering 100% of the homes to be built on an amenity with stormwater canals to manage stormwater.



Camellia: 90 Acre Community offering 100% of the homes to be built on an amenity with stormwater canals to manage stormwater.





Results of Next Generation Biofiltration Strategies :

- Allowed Engineers to Use a Smaller Footprint Increasing Lot Yield
- Lowered Development Costs
- Reduced Contractor Error during Installation
- Keep Long-Term Maintenance Costs Low
- 99% of Lots were amenitized by locations on green spaces
- Reduced Total Suspended Solids by 85%
- Reduced Total Phosphorus by 52%
- Reduced Total Nitrogen by 60%



**Case Study: Auction House Market
- Going Where No Detention System Has Gone Before**



Going Where No Detention System Has Gone Before

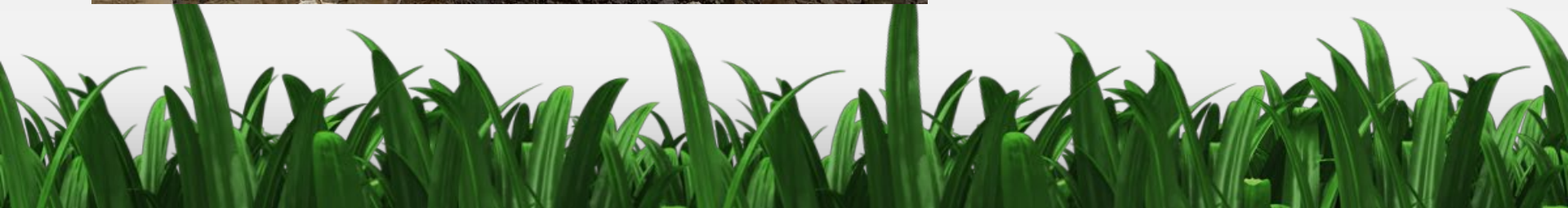
- Managing Stormwater has been a challenge for the City of New Orleans since 1725, when it was founded.
- Old Strategy: Get water to the Pump System as quick as possible to prevent flooding.
- Post Katrina: Implemented a new stormwater ordinance requiring stormwater runoff to be detained and filtered.



Going Where No Detention System Has Gone Before



- Auction Market House in Central Business District had a zero lot line and no landscape.
- Building was over 150 years old so heavy excavation equipment was an issue.



Going Where No Detention System Has Gone Before



- Engineer consulted with Construction EcoServices and used R-Tank, a lightweight, flexible, modular detention system.
- Has a 95% storage volume within a limited footprint.
- Keeps detention away from foundation.
- Contractor used hand tools and wheel barrows to easily backfill the perimeter of the tank.
- Skid steer covered top of system once backfill was compacted.



Going Where No Detention System Has Gone Before



- Completed View





Next Steps:

- Geographically sensitive design standards are essential to reducing impacts of flooding.
- Not every LID choice is an option for Bastrop.
- Construction of “greenfield” development should be handled differently than in-fill development.
- Could be specific to future zoning districts.
- Seeking Consulting Assistance to draft Authentic Bastrop Geographically Sensitive Design Standards by determining which LID choices work for Bastrop and where do they make the best sense.



STAFF REPORT

MEETING DATE: March 12, 2019

AGENDA ITEM: 8B

TITLE:

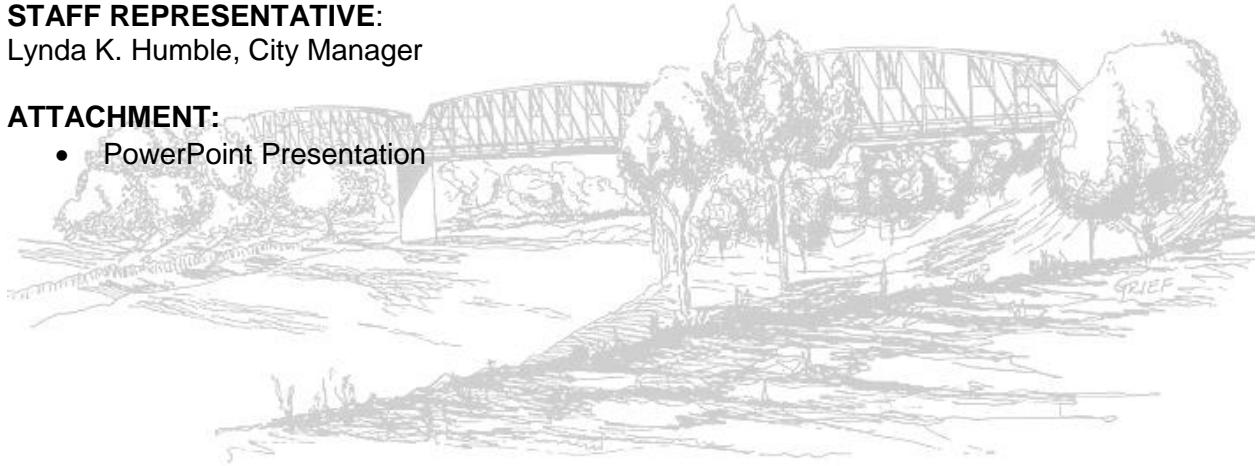
Receive presentation and hold discussion regarding the proposed framework and pattern book as part of the Bastrop Building Blocks code revisions (B³) with Matt Lewis at SimpleCity Design.

STAFF REPRESENTATIVE:

Lynda K. Humble, City Manager

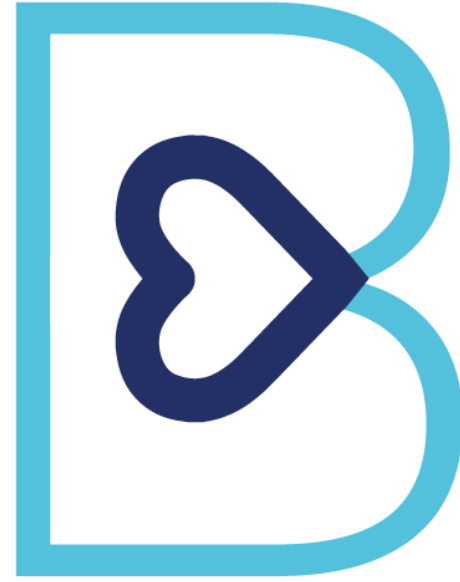
ATTACHMENT:

- PowerPoint Presentation



B³ Framework

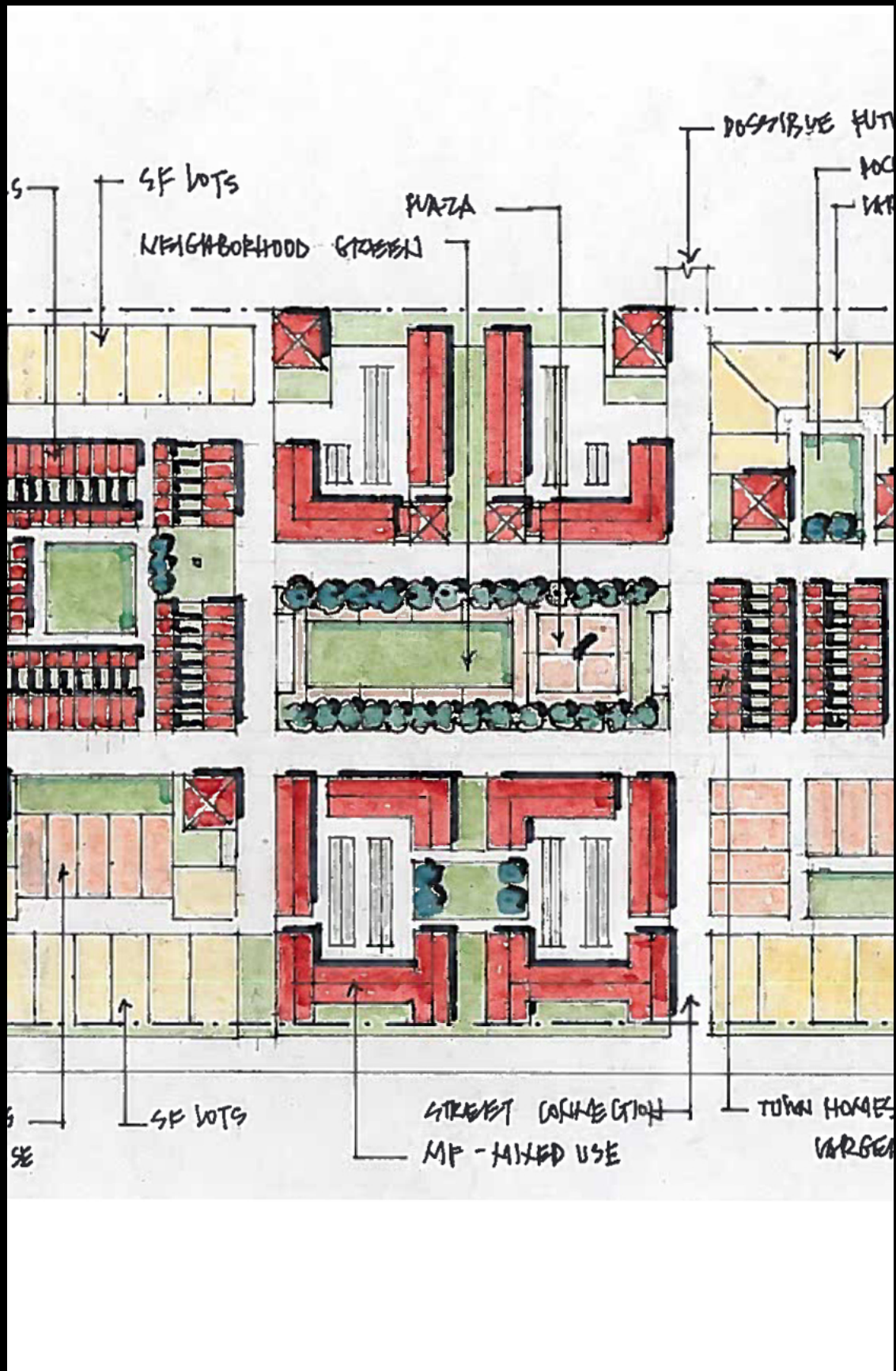
Authentic ★ Geographically Sensitive ★ Fiscally Sustainable



BUILDING BASTROP

HONORING OUR AUTHENTIC PAST.

PLANNING FOR OUR SUSTAINABLE FUTURE.



“The **Mission** of the City of Bastrop is to continuously strive to provide innovation and proactive services that enhance our authentic way of life to achieve our vision.”

"The ***Vision*** of the City of Bastrop is to be a welcoming community with a compassion for our diversity, a tapestry of people, arts, and structures; preserving our history and character while embracing progress around our unique environment."

Policy Statement

CREATE A FISCALLY SUSTAINABLE COMMUNITY THROUGH LAND-USE REGULATIONS THAT ARE AUTHENTIC BASTROP AND GEOGRAPHICALLY SENSITIVE.



Development Regulations

Code of Ordinances



2. One story for accessory buildings without garages.
3. Other (Section 43).

18.4 - AREA REGULATIONS:



A. *Size of Lots:*

1. *Minimum Lot Area* - Ten thousand (10,000) square feet for each pair of dwelling units or five thousand (5,000) square feet per unit.
2. *Minimum Lot Width* - Eighty feet (80'); forty feet (40') for each dwelling unit.
3. *Minimum Lot Depth* - One hundred ten feet (110').

B. *Size of Yards:*

1. *Minimum Front Yard* - Twenty-five feet (25').
2. *Minimum Interior Side Yard* - Ten feet (10').
3. *Minimum Exterior Side Yard* - Fifteen feet (15').
4. *Minimum Rear Yard* - Twenty feet (20') from a garage or carport to an alley; ten feet (10') to a main building.

C. *Maximum Lot Coverage:* Fifty percent (50%) by main buildings.

D. *Parking Regulations:*

1. *Residential Structures* - A minimum of two (2) covered spaces for each unit behind the front building line on the same lot as each dwelling unit.
2. *Other* - (See Section 38, Off-Street Parking and Loading Requirements.)

E. *Minimum Dwelling Area Size* - One thousand (1,000) square feet per unit.

- Permissive
- Required
- Not Allowed



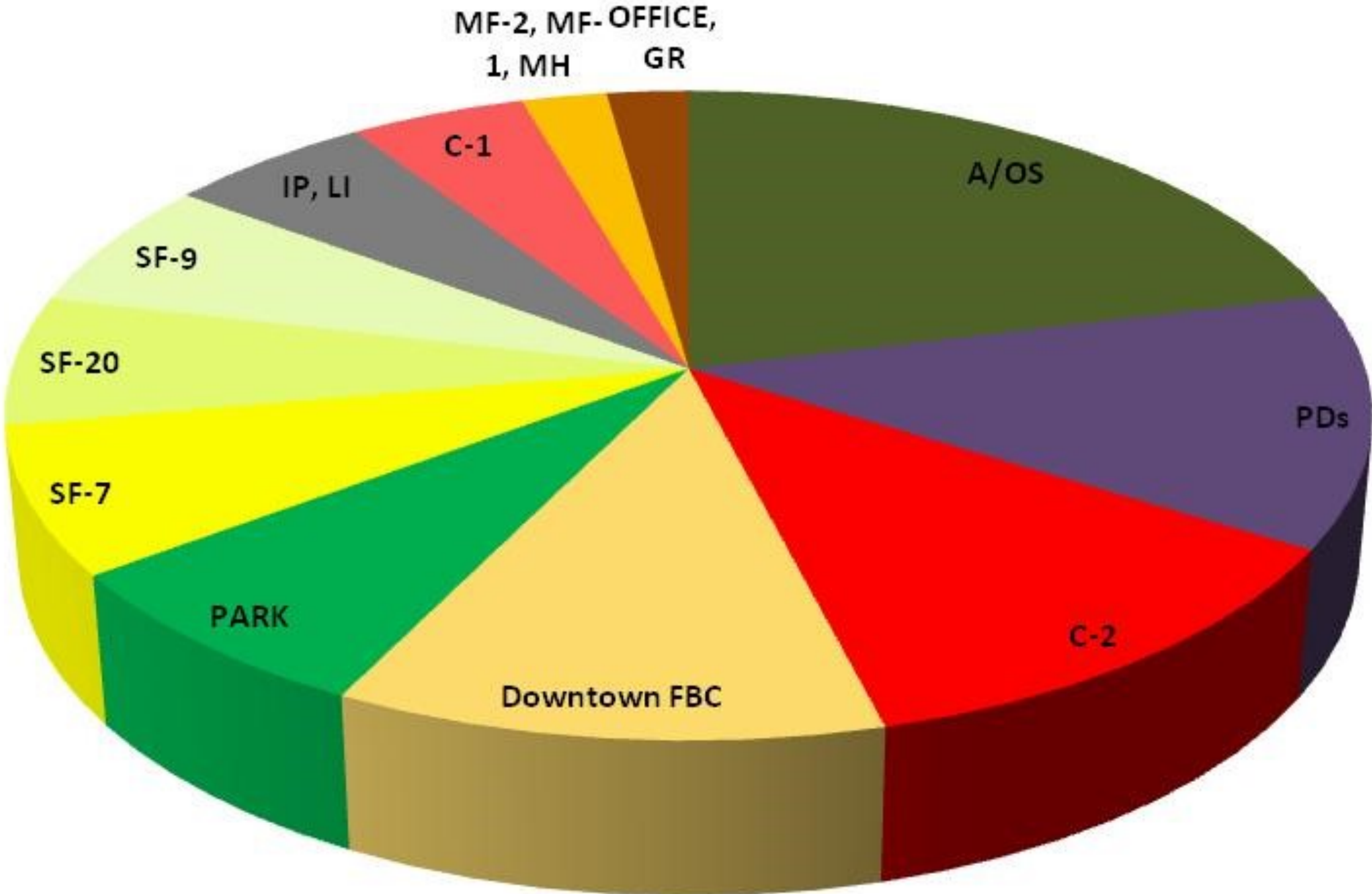
Current Development Regulations

- Zoning Districts
- Land Use Matrix
- Subdivision Requirements
- Development Standards



**THE
WHY**

Zoning Districts by Area





DEMOLITION
PLUMBING ETC.
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C001

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Colorado River flooding risk heading ...
kxan.com



Flash Floods
weather.gov

in Texas History

18 Theresia



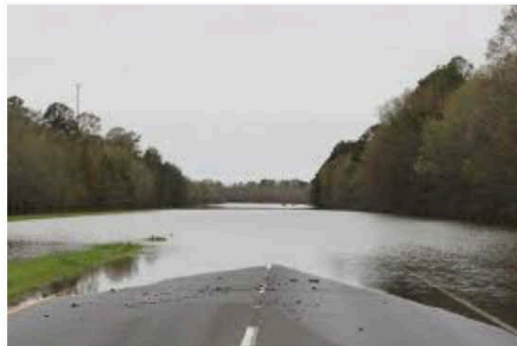
Colorado River floods in Bastrop ...
statesman.com



After historic Texas flooding ...
texastribune.org



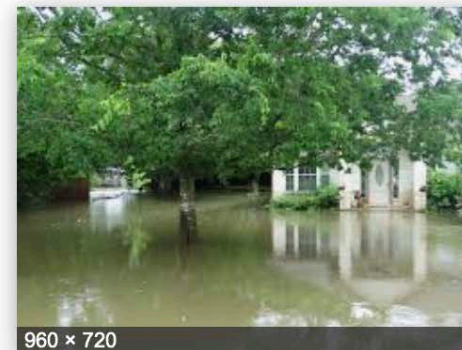
Flooding in Bastrop Texas October 31 ...
youtube.com



Photos: Highway 165 flooding - Bastrop ...
bastropenterprise.com



Fayette and Bastrop counties ...
fox7austin.com



Heavy rains bring flooding across Texas ...
newsok.com



The worst fire in Texas history was the Bastrop County Complex fire that took place in September and October 2011. It all began with three separate fires that struck on September 4, 2011 with Tropical Storm Lee exacerbating situations. The fires then merged into one, burning the eastern area of the city of Bastrop. The fire took the life of two people, burned

TXDOT CAMERA

SH 71 NEAR FM 973

FIRST WARNING
TRAFFIC



SH-71 @ FM-973

Policy Alignment

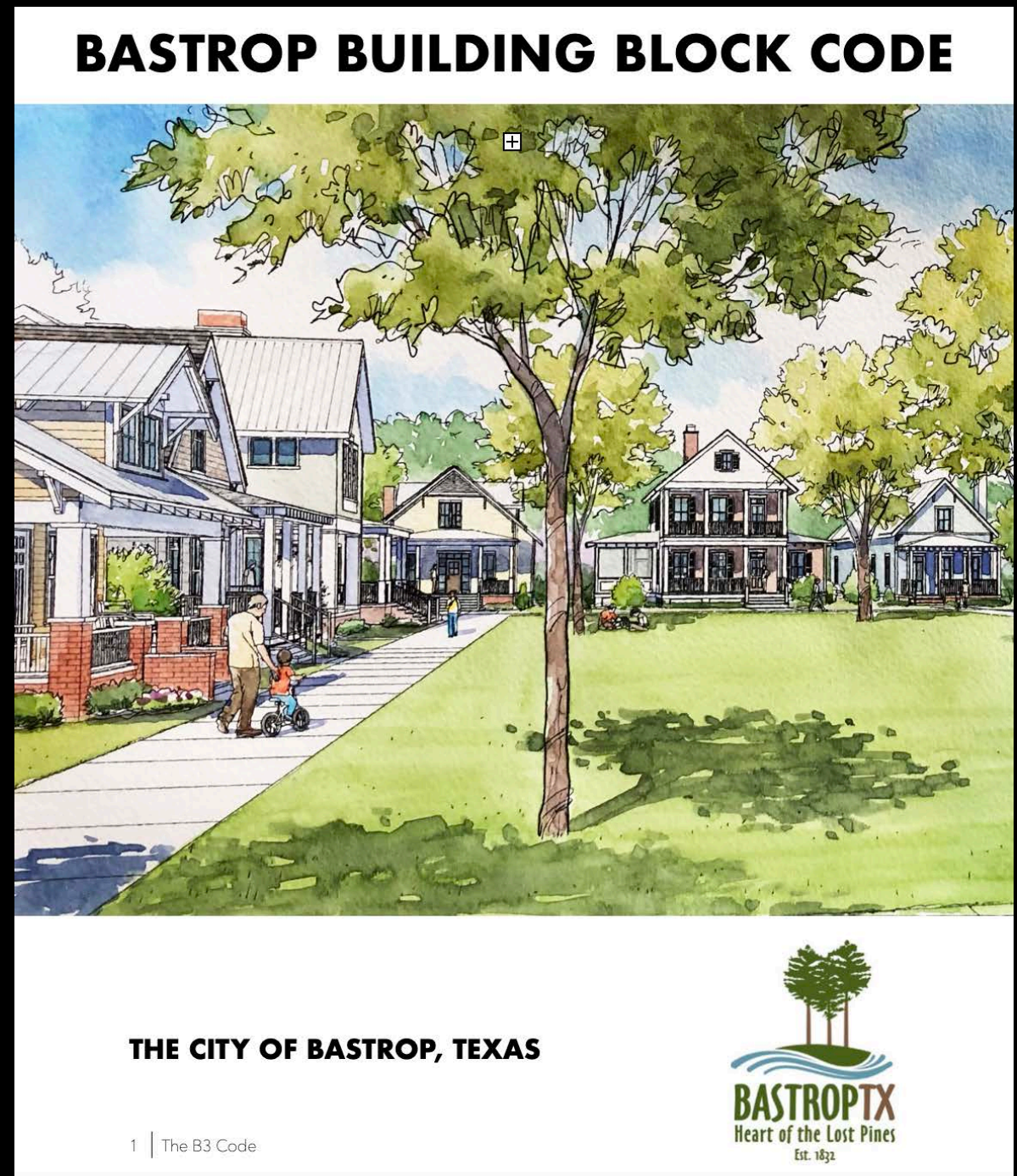
B³ Framework

- Zoning District / Place Types
- Street / Building Types
- Frontage Standards
- International Code Council Codes (ICC)



B³ Framework

- Clear standards aligned to the purpose, plans, mission, and vision
- Easy to use & read format
- Projects will have clear and predictable standards
- The standards are flexible due to “the why” being defined



Code Differences

- Limited Use Standards
- Lot Regulations
- Pattern Book (Architecture)



Current Use Standards

< 35.4 - SPECIAL AND SUPPLEMENTAL REQUIREMENTS:

V. - DEVELOPMENT STANDARDS >

IV. - USE REGULATIONS



SECTION 36 - USE REGULATIONS (CHARTS)



36.1 - USE CHART ORGANIZATION/UNLISTED USES



A. The use of land and/or buildings shall be in accordance with those listed in the following Use Charts. No land or building shall hereafter be used and no building or structure shall be erected, altered, or converted other than for those uses specified in the zoning district in which it is located. The legend for interpreting the permitted uses in the Schedule of Uses is:

X Designates use is permitted in the zoning district indicated

 Designates use is prohibited in district indicated

C Designates use may be approved by a Conditional Use Permit (also see Section 33)

See Definitions in the Appendix (A-3) for further description of uses identified with an asterisk (*).



B3 Use Standards

- Existing site conditions
- Intensity determined by Street, Place, Building Type
- Regulate nuisances

DEVELOPMENT STANDARDS

simplecitydesign

STREET TYPE CATEGORY #1 - RESIDENTIAL

RESIDENTIAL STREET DESIGN



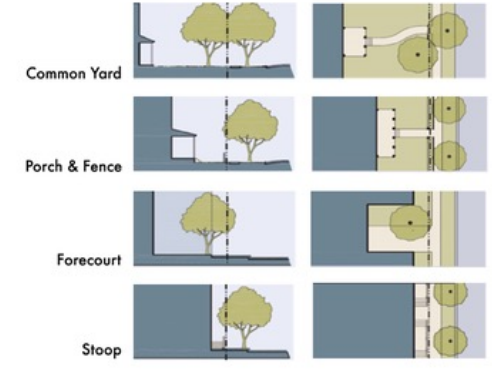
STREET TYPE STANDARDS

	RESIDENTIAL - A	RESIDENTIAL - B	RESIDENTIAL - C
STREET NAME	Neighborhood	Neighborhood	Slip Street
STREET TYPE	Two-way, with parking	Two-way, with parking	One-way, with parking
ROW WIDTH	62 feet	56 feet	43 feet
PAVEMENT WIDTH	36 feet	30 feet	20 feet
DESIGN SPEED	20 MPH	20 MPH	20 MPH
TRAFFIC LANES	Two Lanes	Two Lanes	One lane 12 feet wide
PARKING LANES	Both sides at 7 feet, unmarked	Both sides at 7 feet, unmarked	8 feet, building side only
CURB RADIUS	15 feet	15 feet	20 feet
WALKWAY TYPE	5-foot sidewalk	5-foot sidewalk	6-foot sidewalk
PLANTER TYPE	7-foot continuous planter	7-foot continuous planter	-
CURB TYPE	Standard 6-inch curb	Standard 6-inch curb	-
LANDSCAPE TYPE	Trees at 30 feet O.C. average	Trees at 30 feet O.C. average	Trees at 30 feet O.C. average
BUILDING TYPE	Category 1	Category 1	Category 1
BUILDING SETBACKS	10 to 20 feet	10 to 20 feet	10 to 20 feet
PRIVATE FRONTAGE ALLOWED	Common yard, porch and fence, forecourt, stoop	Common yard, porch and fence, forecourt, stoop	Common yard, porch and fence, forecourt, stoop

BUILDING TYPES CATEGORY 1 - DETACHED RESIDENTIAL



FRONTAGES ALLOWED

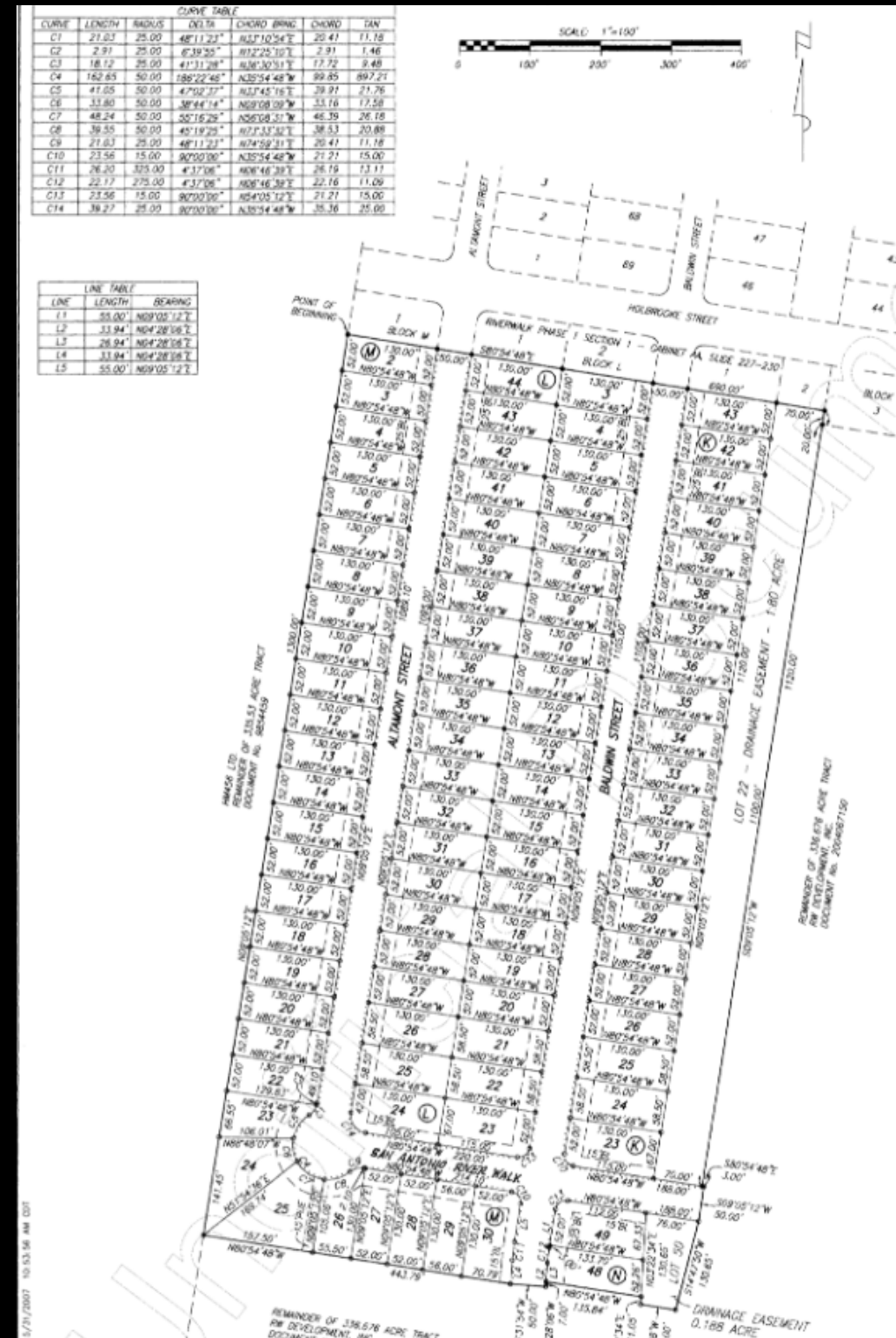


PLACE TYPE COMPATIBILITY



Current Lot Standards

- Minimums are set forth within the zoning district
- The Subdivision ordinance provides additional requirements
- More additional requirements in the Block Section of the Subdivision ordinance
- Most of which conflict with policy statements

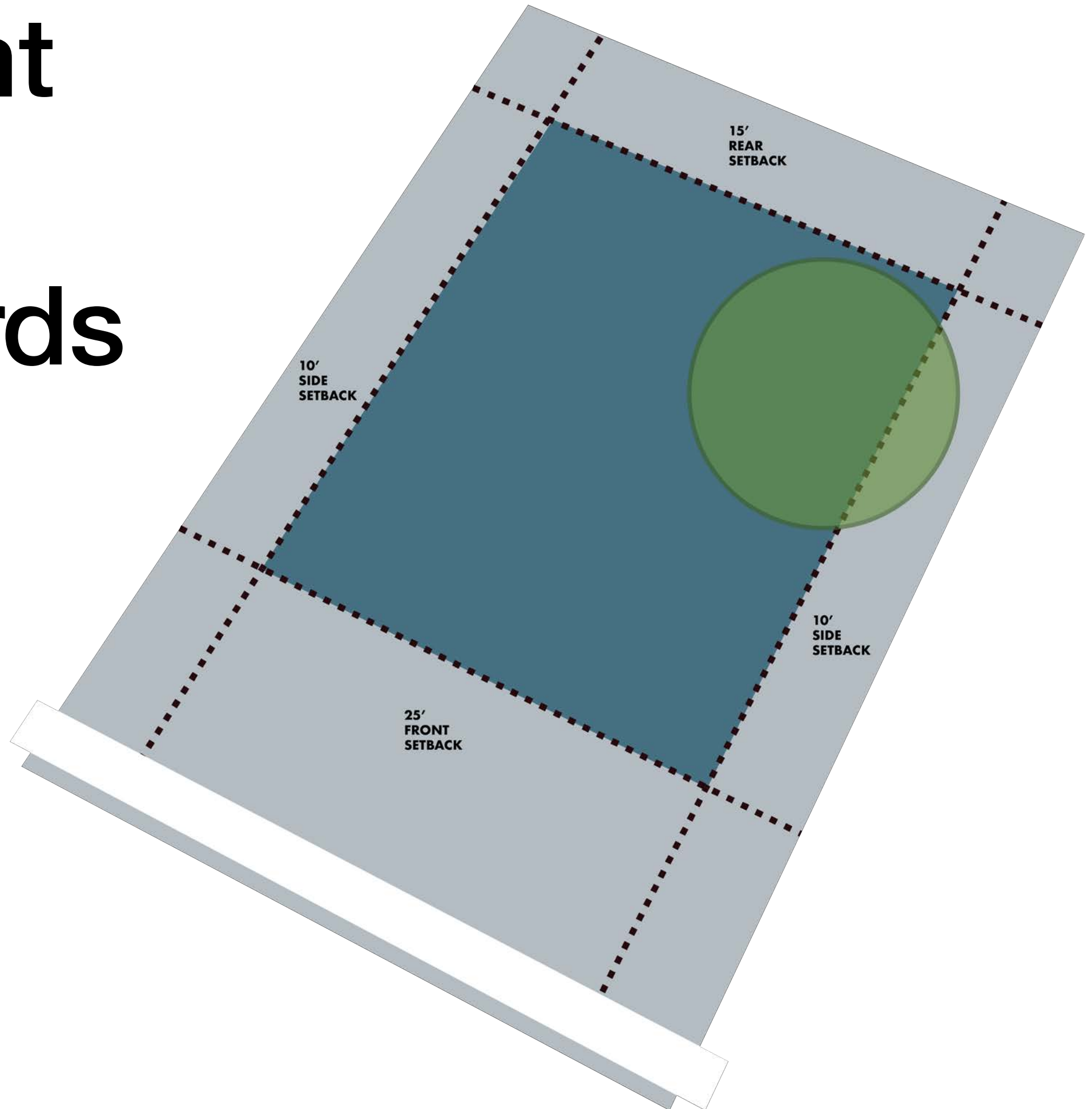


B3 Lot Standards

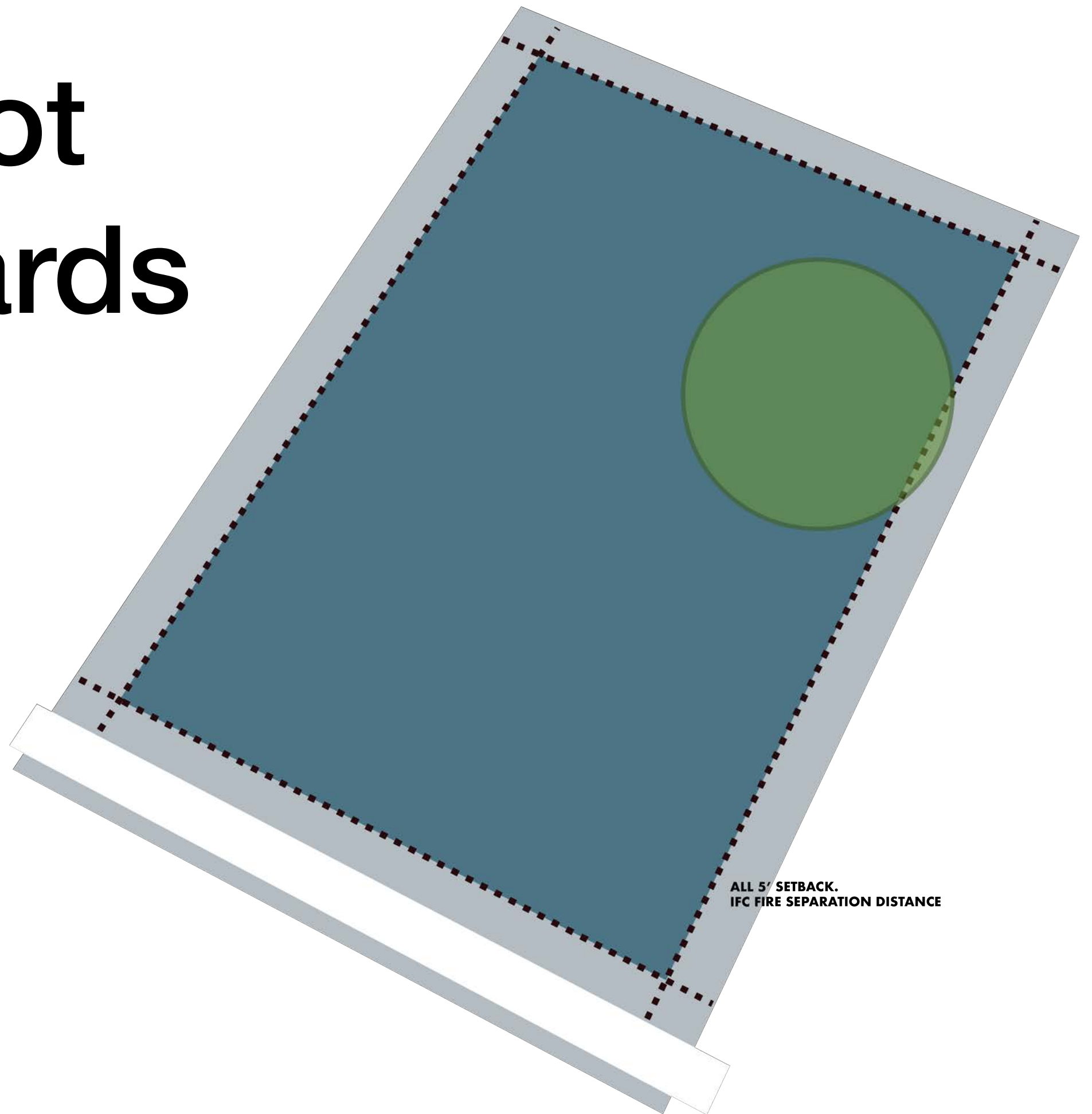
- Lot sizes determined by the geography, building type and frontage standards
- International Code Council (ICC) minimum requirements



Current Lot Standards



B3 Lot Standards



ALL 5' SETBACK.
IFC FIRE SEPARATION DISTANCE

Pattern Book



MASSING, FACADE DESIGN, MATERIALS

Buildings should have a coherent formal vocabulary and exhibit a hierarchy in their composition. Buildings fronting major public spaces should have relatively simple fronts and roofs, with wings and plan articulations on secondary sides. Buildings should have a distinctly different bottom, top, and middle. Well defined roof lines are greatly encouraged. An expression line should delineate division between the ground floor and upper floors. The ground floor should have higher plate height than the upper floors. Pitched roofs are recommended for smaller buildings. A cornice should delineate the tops of facades for buildings with a flat roof. The use of arcades, porches, and colonnades is strongly recommended. Corner conditions need to be distinguished by a specially articulated portion of the building addressing both frontages in a similar manner. Buildings should be 2-4 stories high. Entries to the buildings should be well expressed (covered, recessed) and should be apparent.

Windows should be vertically proportioned and utilize distinct frames, materials, and colors for window surrounds. Awnings and shutters are recommended in accord with the building style selected. Wall-to-roof transition is a strong flavor giver and should be given special care to create a regionally appropriate expression. Building planes should avoid the large monolithic appearance of uninterrupted sameness; rather, they should be differentiated for reasons of scale, light control, and relatedness to the space they face or enclose. No mechanical equipment should be mounted on the exterior of the building in public view.

Acceptable wall materials for commercial buildings are: stone, brick or a combination of the two, stucco, cast stone, rock, marble, granite, tile, and glass block. Also acceptable are Hardi planks and sheets, and textured or patterned pored-in-place concrete with integrated color. EIFS can be used only as accent material. Acceptable roofing materials are: standing seam metal roof, stone and clay roof tile.

GROUND FLOOR, ADDRESSING OPEN SPACE, PARKING

A. Ground floor openness is critical for the street experience. Its height needs to be 15 ft or more and 60% of the walls at this level should have transparent storefront windows. For colonnades, arcades, and porches column spacing should be equal or less than the column height. Buildings facing major open space should relate to it by using porches, arcades or colonnades as well as have a meaningful functional connection. Buildings should relate to each other in terms of scale and materials. Building surrounding the same public space should utilize: 1) The same architectural character, 2) Similar floor or cornice height, 3) Similar treatment of wall-to-roof transition, and 4) Similar treatment of door and window openings.

B. Buildings should be interwoven with landscaping for desired aesthetic and functional results. Open space between buildings should not be a leftover space but rather typologically identifiable as pedestrian ways, forecourts, urban gardens, courtyards and playgrounds. Additions and expansions to buildings should be inspired by the original building character and be in harmony with the original design intent. Buildings at street terminations and building at corners should acknowledge their special location by specific design elements. Such elements may be more than one story high and may be enhanced by towers and arcades.

C. Windows, doors, and trim should be compatible with the architectural style. Specialty windows, such as circles, ovals, and fans, can be used but sparingly and for accent purposes only and should be of the same materials as the rest of the windows. Awnings are encouraged. Roofing and exterior materials are the same as courtyard apartments.

D. Visual impact of surface parking lots, loading, and service areas should be minimized. Parking lots should be located to the side or rear of buildings to allow building fronting on primary public streets. Loading areas should not be visible from any primary streets.

E. Roof-mounted equipment should be screened from view with enclosures that are consistent with the building architecture.

Commercial Buildings Architectural Standards

Pattern Book

- Links to standards in the B³
- Architectural styles would be determined per Place Type
- Architectural Standards would be regulated





SINGLE FAMILY HOME ARCHITECTURAL STANDARDS

The proposed mix of densities and lot sizes requires careful attention to design details to ensure the desired sense of place and community is achieved. What we learn from the older single-family neighborhoods is that although they contain many architectural styles they still work together to create unity, harmony and formal richness absent from contemporary developments. The efforts of individual designers and builders in the course of this project should contribute to the creation of graceful varied, yet unified streetscapes. The main purpose of these standards is to facilitate the achievement of that goal. Diagrams and images in this section of architectural standards illustrate key architectural considerations for single-family detached homes.

BUILDING ARTICULATION ALONG A STREET

Historic neighborhoods derive their character from the simplicity of architectural forms. Buildings should emphasize one primary architectural form with supporting secondary elements. Too much complexity or competing primary forms will undermine this goal.

- An articulation is the connection of an open porch to the building, a dormer facing the street, a well defined entry element, a horizontal offset of at least 2 feet in the principal building wall for a minimum 4 feet in width, or a change in the height of front elevation rooflines by at least one story.

- For single family detached homes, the primary building elevation towards the street needs at least one articulation or change in plane. For lots less than 50 feet wide, the primary building elevation should not have more than three articulations, unless approved by the DRC. Lots 50 feet and wider should not have more than four articulations, unless approved by the DRC.
- Side elevations facing a street are subject to the articulations requirements for the primary facade of that building type.

INTERIOR ARTICULATION

- For single family detached homes on lots less than 50 feet wide, a minimum of one articulation is required along each side building elevation.
- Acceptable side articulations include a 2 foot offset for a minimum of 4 feet in width, a change in height of one story, a side or rear porch with a minimum length of 6 feet, or a detached garage.

HALF STORIES PREFERRED

- Roofs must strive to contain habitable space. This can be accomplished by lowering second story plate heights and or using dormers. Incorporate third stories within the principal roof.

PORCH HEIGHT ABOVE WALK

- Elevate front porches for single family detached houses above the front walk by at least 18 inches. Heights between 18 inches and 30 inches are preferred.

BAYS & PROJECTIONS

- Bays and projections must have at least three sides. They must be supported by structural brackets or extend to the ground.
- Projecting balconies must use the same architectural vocabulary of design, material, and color as the front porch. If no front porch is provided, these balconies must reflect the overall design of the building. Balcony supports must be provided in the form of columns or brackets.

Single Family Home Architectural Standards - 1



STAFF REPORT

MEETING DATE: March 12, 2019

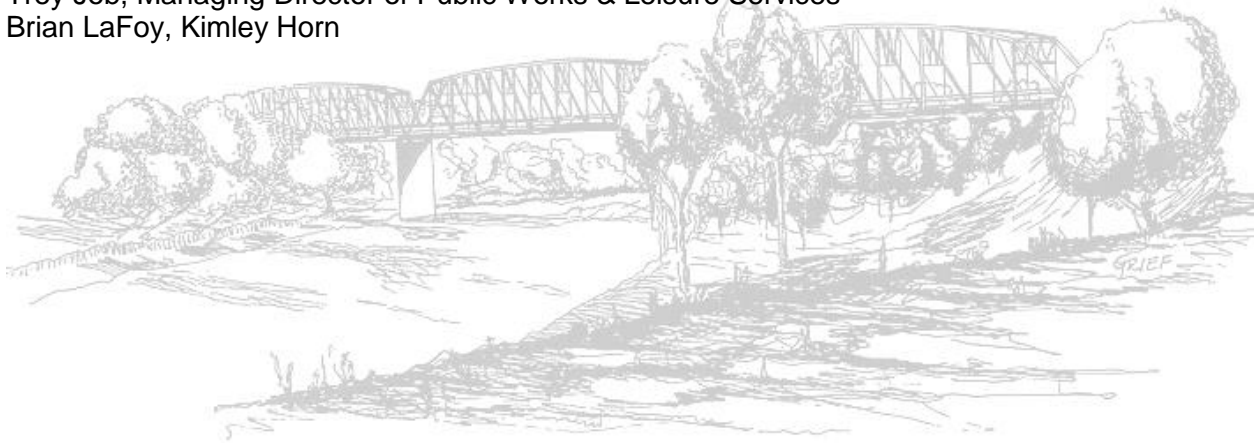
AGENDA ITEM: 8C

TITLE:

Update and discussion regarding the Old Iron Bridge with Brian LaFoy of Kimley Horn.

STAFF REPRESENTATIVE:

Trey Job, Managing Director of Public Works & Leisure Services
Brian LaFoy, Kimley Horn





Colorado River Bridge Evaluation Results

March 12, 2019

Colorado River Bridge

Two-step process

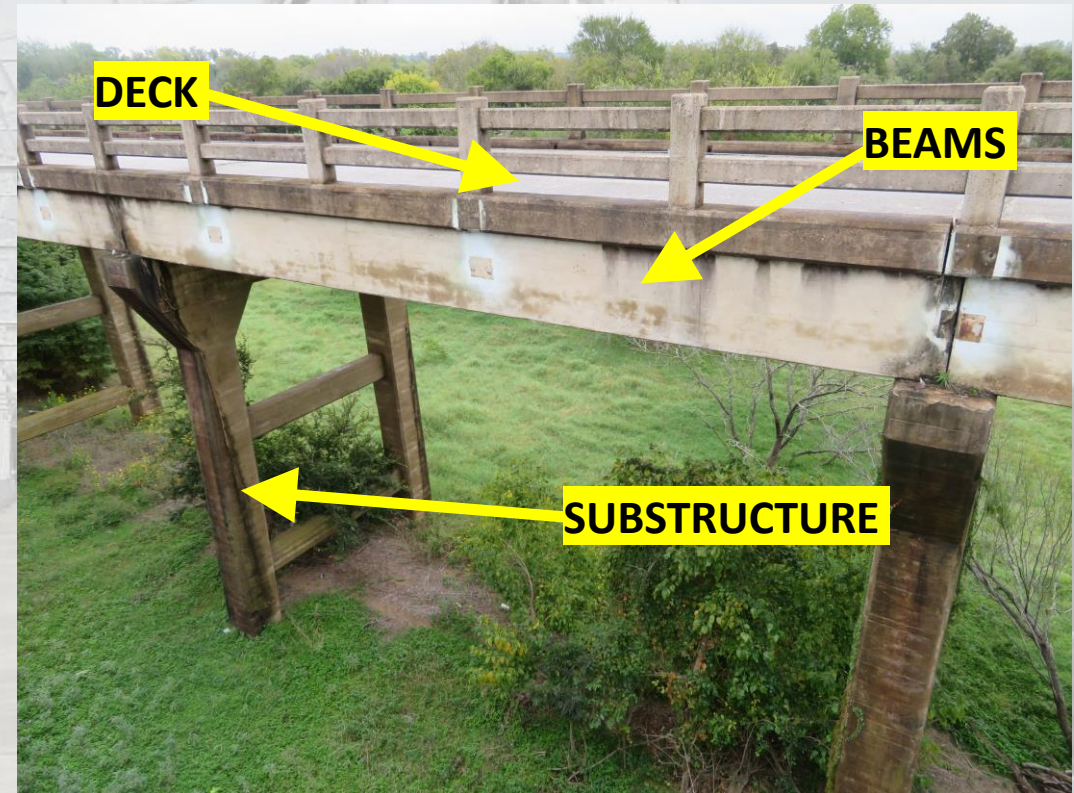
- ➔ • Evaluation
 - ➔ • Field Evaluation
 - ➔ • Analysis / Load Rating
 - ➔ • Report
- Rehabilitation
 - Plans
 - Construction



Colorado River Bridge

Evaluation Process

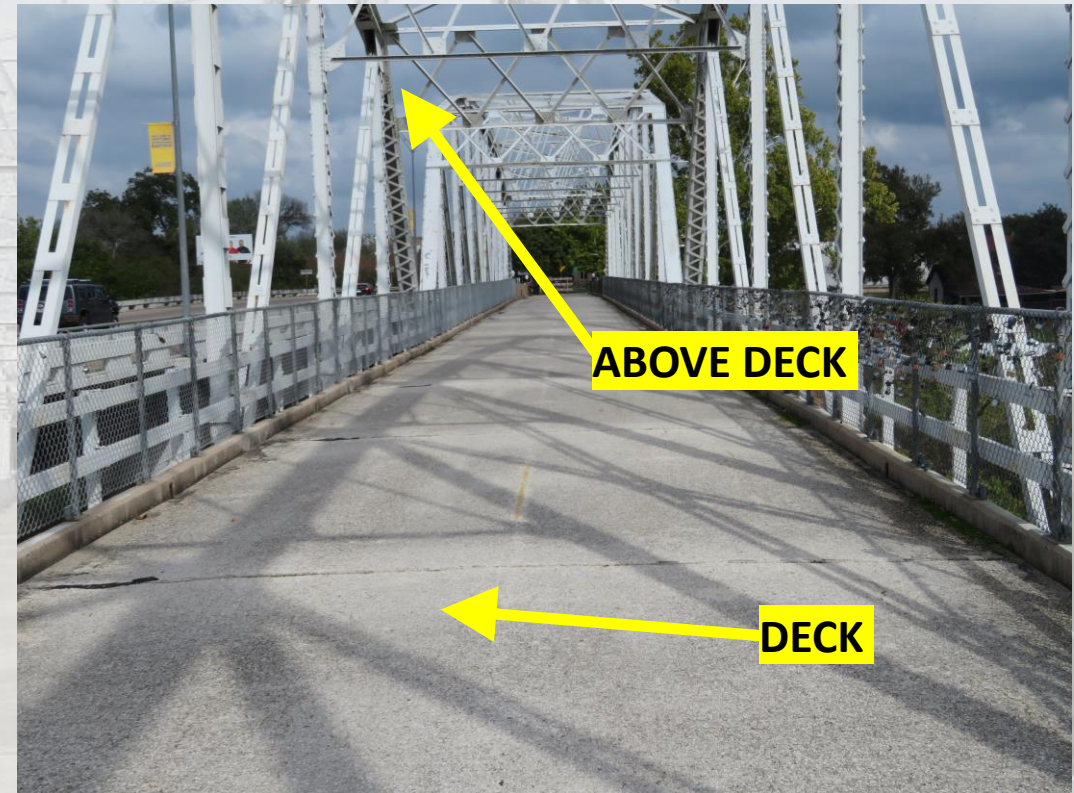
- Concrete Approach spans
 - Deck
 - Beams
 - Substructure



Colorado River Bridge

Evaluation Process

- Concrete Approach spans
 - Deck
 - Beams
 - Substructure
- Truss
 - Above Deck
 - Deck
 - Below Deck



Colorado River Bridge

Evaluation Process

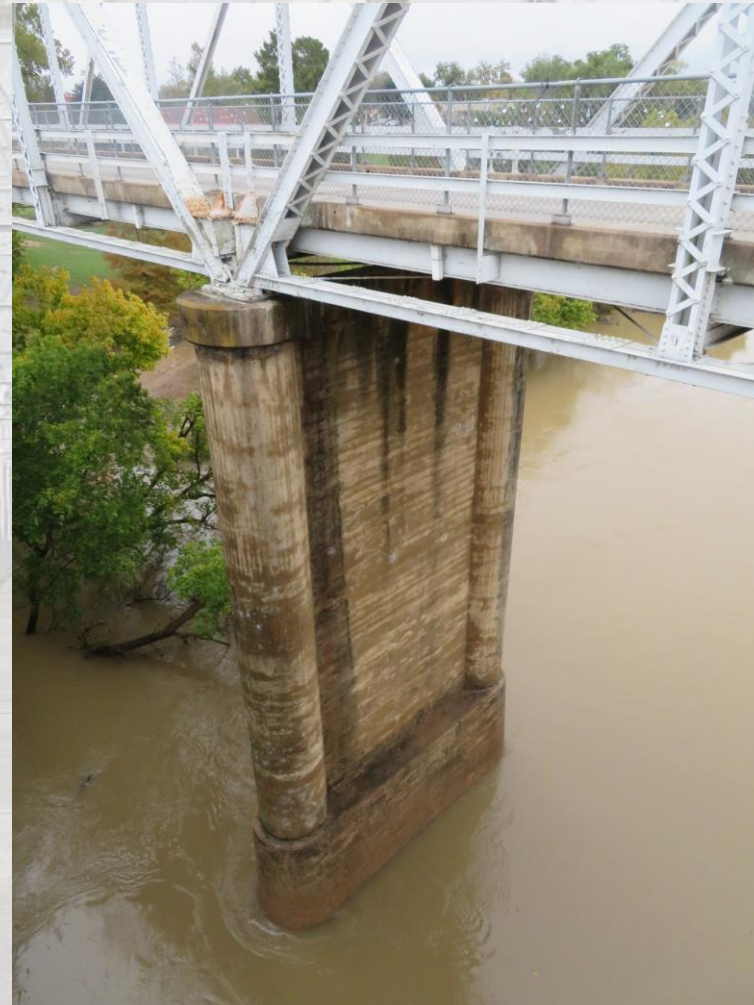
- Concrete Approach spans
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Colorado River Bridge

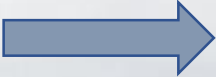
Evaluation Process

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- Truss
 - Above Deck
 - Deck
 - Below Deck
- Truss Bents



Colorado River Bridge

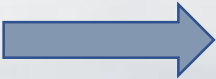
Findings

- 
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 - Deck
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Colorado River Bridge

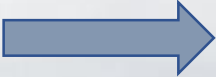
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Colorado River Bridge

Findings

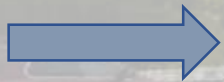
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Colorado River Bridge

Findings

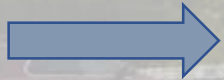
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Colorado River Bridge

Findings

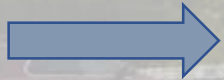
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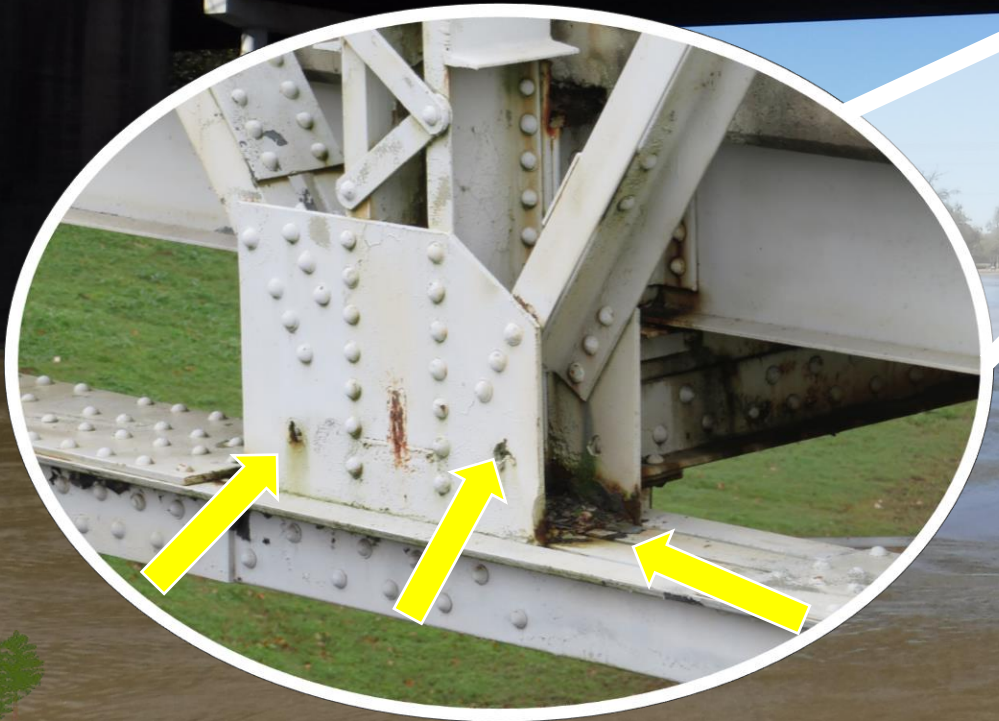


Colorado River Bridge

Findings

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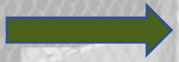
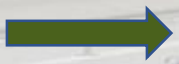
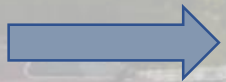




Colorado River Bridge

Findings

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 - Below Deck
- Truss Bents



Colorado River Bridge

Rehabilitation Evaluation Report
for the
Chestnut Street (S.H. 150) Pedestrian Bridge Over the
Colorado River in Bastrop, Texas



Prepared for:



Prepared by:

Kimley»Horn

2201 West Royal Lane, Suite 275, Irving, TX 75063
Kimley-Horn.com 214-430-6000
Texas Registered Engineering Firm F-023

This document is released for the purpose of interim review under the authority of Brian J. LaFoy, P.E. No. 89363 on February 15, 2019. It is not to be used for bidding, permit or construction purposes.



Kimley»Horn

Colorado River Bridge

9	Excellent condition
8	Very good condition – no problems noted
7	Good condition – some minor problems
6	Satisfactory condition – structural elements show some minor deterioration
5	Fair condition – all primary structural elements are sound but may have minor section loss, cracking, spalling, or scour
4	Poor condition – advanced section loss, deterioration, spalling, or scour
3	Serious condition – loss of section, deterioration, spalling, or scour have seriously affected primary structural components. Local failures are possible. Fatigue cracks in steel or shear cracks in concrete may be present
2	Critical condition – advanced deterioration of primary structural elements. Fatigue cracks in steel or shear cracks in concrete may be present or scour may have removed substructure support. Unless closely monitored it may be necessary to close the bridge until corrective action is taken
1	“Imminent” failure condition – major deterioration or section loss present in critical structural components or obvious vertical or horizontal movement affecting structure stability. Bridge is closed to traffic, but corrective action may put back in light service
0	Failed condition – out of service – beyond correction action



Colorado River Bridge

Approach Spans:

- Deck [NBI 6]
- Superstructure [NBI 5]
- Substructure [NBI 6]



Colorado River Bridge

Main Truss Spans:

- Deck [NBI 6]
- Superstructure [NBI 3]
 - Upper Chord [NBI 6]
 - Verticals [NBI 5]
 - Diagonals [NBI 5]
 - Lower Chord [NBI 3]
 - Floor Beams [NBI 5]
 - Stringers [NBI 5]
 - Bearing Assemblies [NBI 4]
- Substructure [NBI rating 7]



Colorado River Bridge

Main Truss Spans:

- Deck [NBI 6]
- Superstructure [NBI 3]
 - Upper Chord [NBI 6]
 - Verticals [NBI 5]
 - Diagonals [NBI 5]
 - Lower Chord [NBI 3]
 - Floor Beams [NBI 5]
 - Stringers [NBI 5]
 - Bearing Assemblies [NBI 4]
- Substructure [NBI rating 7]



Colorado River Bridge

Main Truss Spans:

- Deck [NBI 6]
- Superstructure [NBI 3]
 - Upper Chord [NBI 6]
 - Verticals [NBI 5]
 - Diagonals [NBI 5]
 - Lower Chord [NBI 3]
 - Floor Beams [NBI 5]
 - Stringers [NBI 5]
 - Bearing Assemblies [NBI 4]
- Substructure [NBI rating 7]



Colorado River Bridge

Joint	Truss	Span	Interior Plate 100% Section Loss			Exterior Plate 100% Section Loss			Photo
			Width (in)	Length (in)	Area (in ²)	Width (in)	Length (in)	Area (in ²)	
L4	1	4	1	1	1	1	1	1	55
L5	1	4	1	1	1	1	1	1	56
L3	1	6	1	1	1	-	-	-	68
L4	1	6	-	-	-	1	1	1	69
L5	1	6	1	1	1	1	1	1	-
L7	1	6	-	-	-	1	2	2	-
L1	2	4	1	2	2	-	-	-	-
L3	2	4	2	4	8	-	-	-	58
L4	2	4	1	1	1	-	-	-	59
L5	2	4	-	-	-	1	2	2	60
L6	2	4	3	1	3	2	1	2	61
L5	2	5	-	-	-	3	1	3	44
L6	2	5	-	-	-	1	2	2	66
L7	2	5	-	-	-	2	1	2	67
			-	-	-	2	1	2	
L3	2	6	6	4	24	3	2	6	45,46
			2	2	4	2	4	8	
L4	2	6	-	-	-	3	4	12	73
L5	2	6	2	1	2	2	1	2	74
L6	2	6	-	-	-	6	2	12	75

Table 3: Gusset Plates with 100% Section Loss and Associated Hole Size



Colorado River Bridge

Joint	Truss	Span	Interior Plate 100% Section Loss			Exterior Plate 100% Section Loss			Photo
			Width (in)	Length (in)	Area (in ²)	Width (in)	Length (in)	Area (in ²)	
L4	1	4	1	1	1	1	1	1	55
L5	1	4	1	1	1	1	1	1	56
L3	1	6	1	1	1	-	-	-	68
L4	1	6	-	-	-	1	1	1	69
L5	1	6	1	1	1	1	1	1	-
L7	1	6	-	-	-	1	2	2	-
L1	2	4	1	2	2	-	-	-	-
L3	2	4	2	4	8	-	-	-	58
L4	2	4	1	1	1	-	-	-	59
L5	2	4	-	-	-	1	2	2	60
L6	2	4	3	1	3	2	1	2	61
L5	2	5	-	-	-	3	1	3	44
L6	2	5	-	-	-	1	2	2	66
L7	2	5	-	-	-	2	1	2	67
			-	-	-	2	1	2	
L3	2	6	6	4	24	3	2	6	45,46
			2	2	4	2	4	8	
L4	2	6	-	-	-	3	4	12	73
L5	2	6	2	1	2	2	1	2	74
L6	2	6	-	-	-	6	2	12	75

Table 3: Gusset Plates with 100% Section Loss and Associated Hole Size



Colorado River Bridge

Lead Paint Federal Regulation Limit	Sample Content
5000 PPM	130,000 PPM
5000 PPM	12,400 PPM
5000 PPM	11,200 PPM
5000 PPM	2,250 PPM – 4,490 PPM



Colorado River Bridge

Analysis:

Scenario 1 – Original Design (H15 Loading)

Scenario 2 – Current condition

Scenario 2a – based on original design loads (H15)

Scenario 2b – based on pedestrian live load only

Scenario 3 – Proposed Condition

Scenario 3a – assumes repaired members allow structure to serve as a pedestrian walkway / viewing platform

Scenario 3b – assumes repaired members allow structure to serve as a deck park (as well as pedestrian walkway / viewing platform)



Colorado River Bridge

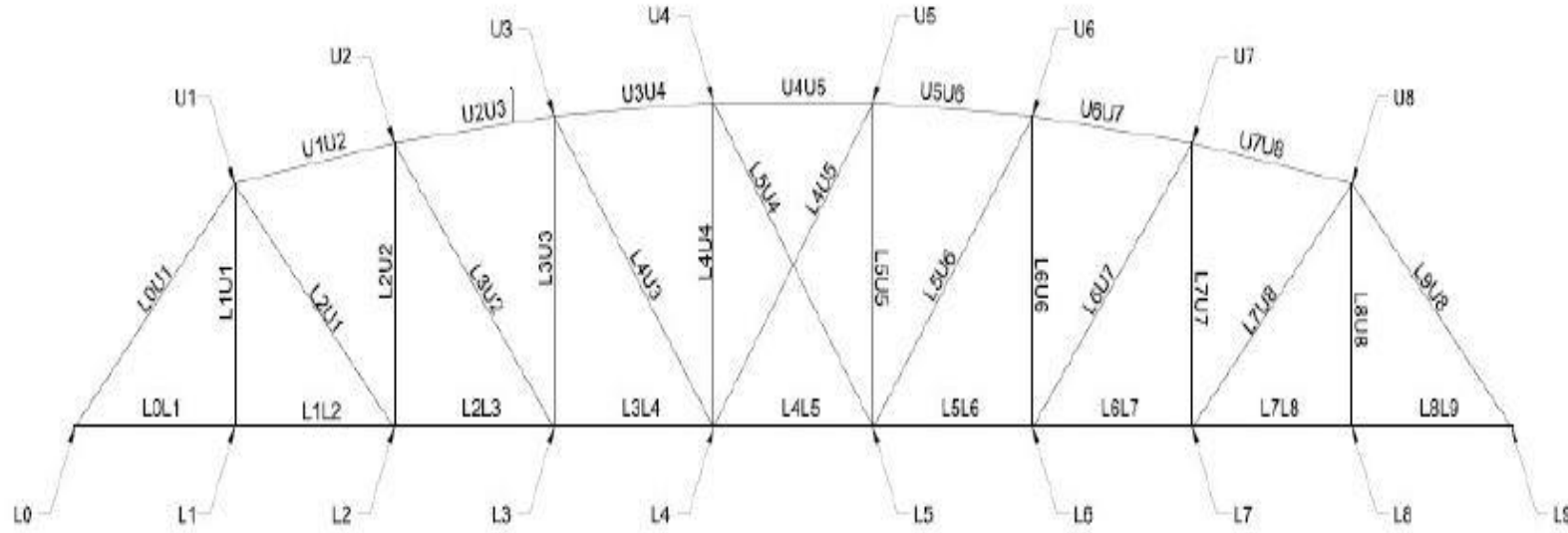


Figure 1: Typical Truss Notation



Colorado River Bridge

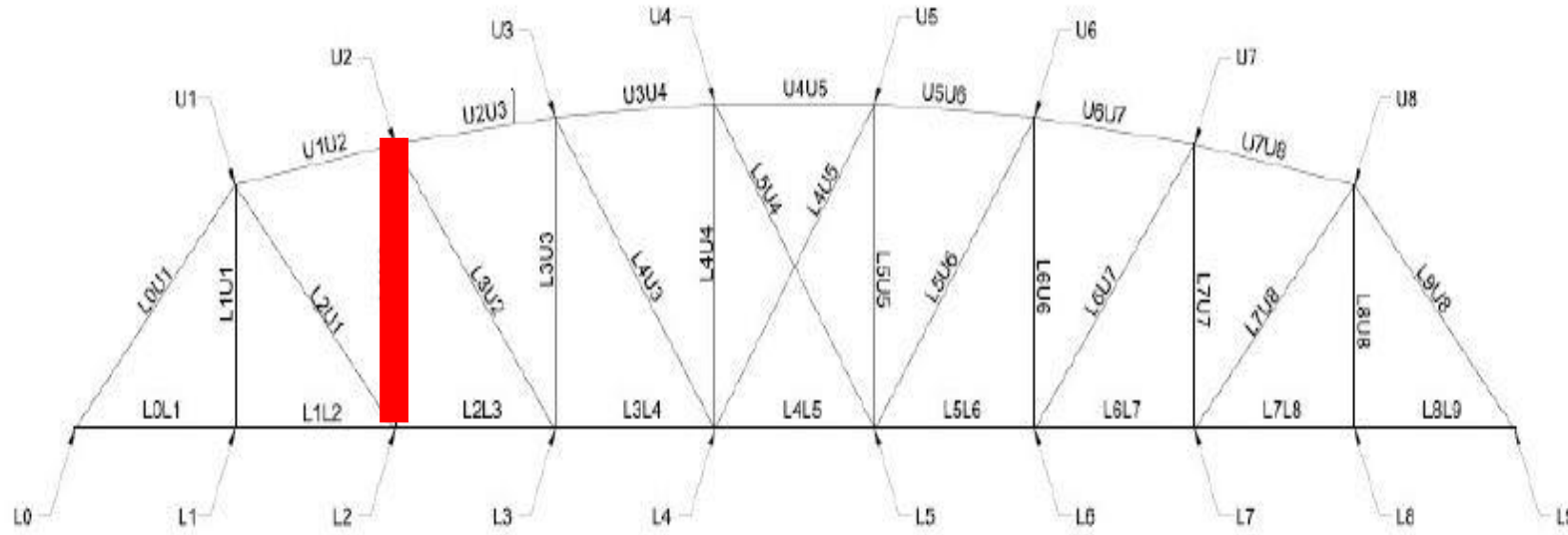


Figure 1: Typical Truss Notation

Truss Member L2U2 (Load Rating 0.674) – This vertical member sustained damage and is out of plane.



Colorado River Bridge

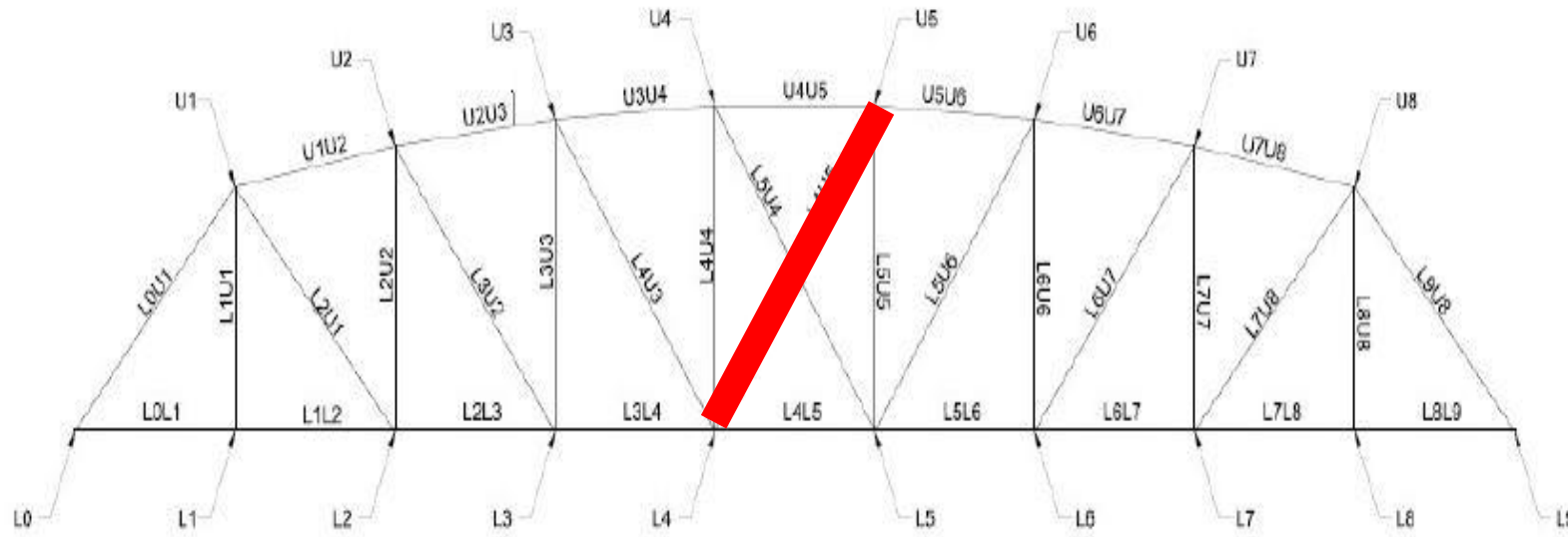


Figure 1: Typical Truss Notation

Truss Member L4U5 (Load Rating 0.877) – Not enough section to provide the necessary strength.



Colorado River Bridge

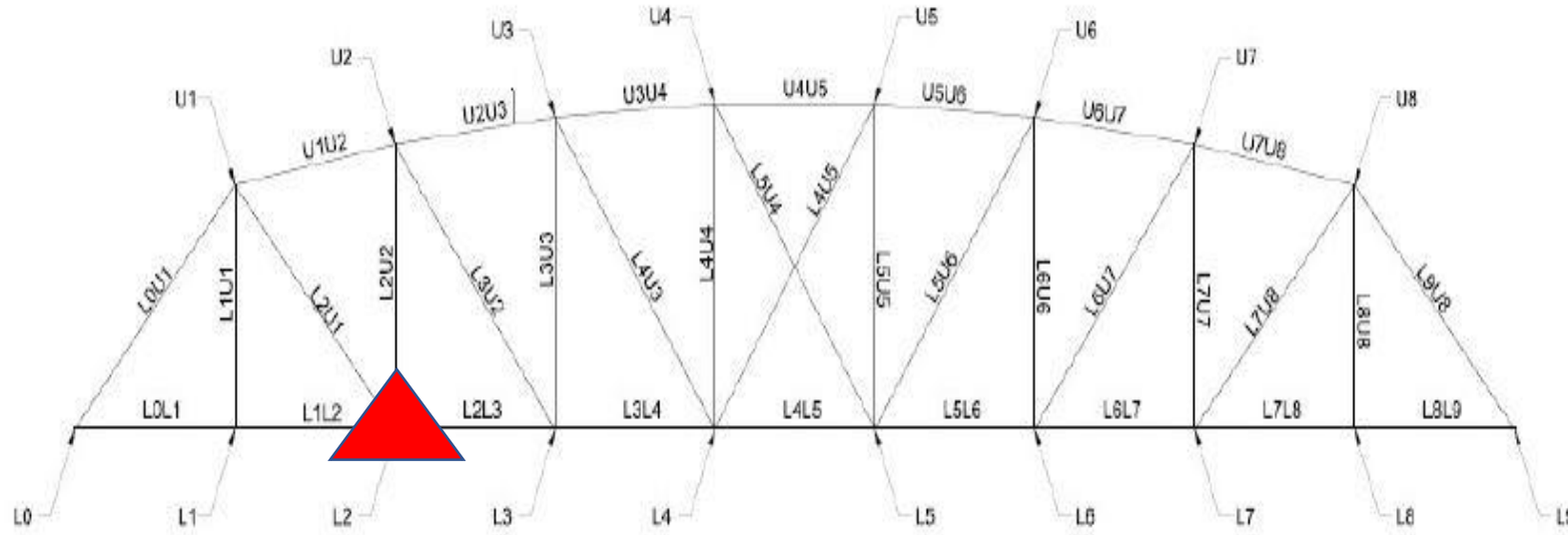


Figure 1: Typical Truss Notation

Panel Point L2 (59% max capacity reduction) – Large reduction in capacity but acceptable as the load rating is above 1.0



Colorado River Bridge

Recommended Options:



Colorado River Bridge

Recommended Options:

- Option 1: Pedestrian Bridge – No restricted loading but possible narrower width



Colorado River Bridge

Recommended Options:

- Option 1: Pedestrian Bridge – No restricted loading but possible narrower width



Colorado River Bridge

Recommended Options:

- Option 1: Pedestrian Bridge – No restricted loading but possible narrower width
- Option 2: Deck Park – No restricted loading but possible narrower width



Colorado River Bridge

Recommended Options:

- Option 1: Pedestrian Bridge – No restricted loading but possible narrower width
- Option 2: Deck Park – No restricted loading but possible narrower width
- Option 3: Demolition



Colorado River Bridge

OPTION 1 and 2 (unrestricted but potential narrower width)

- Remove concrete deck
- Repair required structural members (considering level of pedestrian loading and deck park amenities)
- Blast and Recoat the steel structure
- Replace concrete deck with lightweight concrete
- Rehabilitate the approach spans



Colorado River Bridge

OPINION OF PROBABLE CONSTRUCTION COSTS AND DURATION

\$\$\$



Colorado River Bridge

OPTION DESCRIPTION	CONCEPTUAL OPINION OF PROBABLE CONSTRUCTION COST RANGE AND CONSTRUCTION DURATION
1. Pedestrian Bridge (Full Width)	\$8,500,000 to \$10,500,000 / 18 MONTHS
2. Deck Park (Full Width)	\$8,750,000 to \$11,000,000 / 22 MONTHS
3A. Demolition of Full Bridge	\$3,750,000 to \$4,750,000 / 8 MONTHS
3B. Demolition of Truss Spans Only	\$3,500,000 to \$4,000,000 / 10 MONTHS



Colorado River Bridge

OPTION 2: Deck Park

Remove concrete deck (Approximate Construction Duration – 3 months).	\$710,000
Remove existing coating (Approximate Construction Duration – 3 months).	\$1,500,000
Repair required structural members. (Approximate Construction Duration – 9 months).	\$4,000,000
Blast and Recoat the steel structure (Approximate Construction Duration – 2 months).	\$2,800,000
Replace concrete deck with lightweight concrete (Approximate Construction Duration – 3 months).	\$840,000
Rehabilitate the approach spans (Approximate Construction Duration – 2 months).	\$350,000
Option 2 Total Opinion of Probable Construction Cost	\$10,200,000
Option 2 Approximate Construction Duration	22 Months

Colorado River Bridge

OPTION 2: Deck Park

1

Remove concrete deck (Approximate Construction Duration – 3 months).	\$710,000
Remove existing coating (Approximate Construction Duration – 3 months).	\$1,500,000
Repair required structural members. (Approximate Construction Duration – 9 months).	\$4,000,000
Recoat the steel structure (Approximate Construction Duration – 2 months).	\$2,800,000
Replace concrete deck with lightweight concrete (Approximate Construction Duration – 3 months).	\$840,000
Rehabilitate the approach spans (Approximate Construction Duration – 2 months).	\$350,000
Option 2 Total Opinion of Probable Construction Cost	\$10,200,000
Option 2 Approximate Construction Duration	22 Months

Colorado River Bridge

OPTION 2: Deck Park

1	Remove concrete deck (Approximate Construction Duration – 3 months).	\$710,000
	Remove existing coating (Approximate Construction Duration – 3 months).	\$1,500,000
2	Repair required structural members. (Approximate Construction Duration – 9 months).	\$4,000,000
	Recoat the steel structure (Approximate Construction Duration – 2 months).	\$2,800,000
	Replace concrete deck with lightweight concrete (Approximate Construction Duration – 3 months).	\$840,000
	Rehabilitate the approach spans (Approximate Construction Duration – 2 months).	\$350,000
	Option 2 Total Opinion of Probable Construction Cost	\$10,200,000
	Option 2 Approximate Construction Duration	22 Months

Colorado River Bridge

OPTION 2: Deck Park

1

Remove concrete deck (Approximate Construction Duration – 3 months). \$710,000

3

Remove existing coating (Approximate Construction Duration – 3 months). \$1,500,000

2

Repair required structural members. (Approximate Construction Duration – 9 months). \$4,000,000

3

Recoat the steel structure (Approximate Construction Duration – 2 months). \$2,800,000

Replace concrete deck with lightweight concrete (Approximate Construction Duration – 3 months). \$840,000

Rehabilitate the approach spans (Approximate Construction Duration – 2 months). \$350,000

Option 2 Total Opinion of Probable Construction Cost \$10,200,000

Option 2 Approximate Construction Duration 22 Months

Colorado River Bridge

OPTION 2: Deck Park

1	Remove concrete deck (Approximate Construction Duration – 3 months).	\$710,000
3	Remove existing coating (Approximate Construction Duration – 3 months).	\$1,500,000
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3	Recoat the steel structure (Approximate Construction Duration – 2 months).	\$2,800,000
4	Replace concrete deck with lightweight concrete (Approximate Construction Duration – 3 months).	\$840,000
	Rehabilitate the approach spans (Approximate Construction Duration – 2 months).	\$350,000
	Option 2 Total Opinion of Probable Construction Cost	\$10,200,000
	Option 2 Approximate Construction Duration	22 Months

Colorado River Bridge

OPTION 2: Deck Park

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3	Remove existing coating (Approximate Construction Duration – 3 months).	\$1,500,000
2	Repair required structural members. (Approximate Construction Duration – 9 months).	\$4,000,000
3	Recoat the steel structure (Approximate Construction Duration – 2 months).	\$2,800,000
4	Replace concrete deck with lightweight concrete (Approximate Construction Duration – 3 months).	\$840,000
5	Rehabilitate the approach spans (Approximate Construction Duration – 2 months).	\$350,000
Option 2 Total Opinion of Probable Construction Cost		\$10,200,000
Option 2 Approximate Construction Duration		22 Months

Old Cedar Avenue Bridge

Bloomington, MN



Photos Courtesy of Acrow Bridge

Kimley»Horn

TH 99 Bridge

St. Peter, MN



Photo Courtesy of Acrow Bridge

Kimley»Horn

Colorado River Bridge

Impacts to Historical Structure



Colorado River Bridge

Impacts to Historical Structure

- State Historical Preservation Office (SHPO)



Colorado River Bridge

Impacts to Historical Structure

- State Historical Preservation Office (SHPO)
- Texas Historical Commission (TCH)



Colorado River Bridge

Impacts to Historical Structure

- State Historical Preservation Office (SHPO)
- Texas Historical Commission (TCH)
 - Two Reviews Required



Colorado River Bridge

Impacts to Historical Structure

- Department of Interior *Standards for Rehabilitation*



Colorado River Bridge

Impacts to Historical Structure

- Department of Interior *Standards for Rehabilitation*
 - 7 Aspects of a Historic Property's Historic Integrity
 - Location
 - Design
 - Setting
 - Materials
 - Workmanship
 - Feeling
 - Association



Colorado River Bridge

Impacts to Historical Structure

- State Antiquities Act



Colorado River Bridge

Impacts to Historical Structure

- State Antiquities Act
 - Ensure artifacts are not disturbed



Colorado River Bridge

Impacts to Historical Structure

- State Antiquities Act
 - Ensure artifacts are not disturbed
 - Ensure artifacts are preserved



Colorado River Bridge

Impacts to Historical Structure

- THC General Considerations



Colorado River Bridge

Impacts to Historical Structure

- THC General Considerations
 - Design, Materials, Workmanship



Colorado River Bridge

Impacts to Historical Structure

- THC General Considerations
 - Design, Materials, Workmanship
 - Prefer repair in lieu of replacement



Colorado River Bridge

Impacts to Historical Structure

- THC General Considerations
 - Design, Materials, Workmanship
 - Prefer repair in lieu of replacement
 - Prefer to match materials in-kind



Colorado River Bridge

Impacts to Historical Structure

- THC General Considerations
 - Design, Materials, Workmanship
 - Prefer repair in lieu of replacement
 - Prefer to match materials in-kind
 - Not replace more than 50% of the members
- **Some members have already been replaced**



Colorado River Bridge

Impacts to Historical Structure

- THC General Considerations
 - Design, Materials, Workmanship
 - Prefer repair in lieu of replacement
 - Prefer to match materials in-kind
 - Not replace more than 50% of the members
 - **Some members have already been replaced
- Specific Parker Truss Criteria





Colorado River Bridge

OPTION DESCRIPTION	CONCEPTUAL OPINION OF PROBABLE CONSTRUCTION COST RANGE AND CONSTRUCTION DURATION
1. Pedestrian Bridge (Full Width)	\$8,500,000 to \$10,500,000 / 18 MONTHS
2. Deck Park (Full Width)	\$8,750,000 to \$11,000,000 / 22 MONTHS
3A. Demolition of Full Bridge	\$3,750,000 to \$4,750,000 / 8 MONTHS
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Colorado River Bridge

OPTION 2: Deck Park

Remove concrete deck (Approximate Construction Duration – 3 months).	\$710,000
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Replace concrete deck with lightweight concrete (Approximate Construction Duration – 3 months).	\$840,000
Rehabilitate the approach spans (Approximate Construction Duration – 2 months).	\$350,000
Option 2 Total Opinion of Probable Construction Cost	\$10,200,000
Option 2 Approximate Construction Duration	22 Months



STAFF

REPORT

MEETING DATE: March 12, 2019

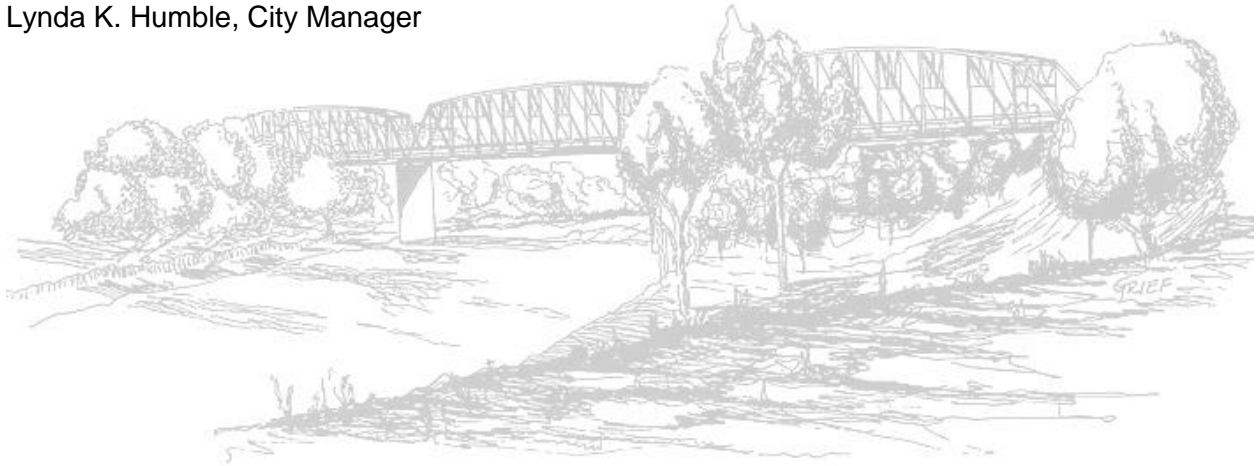
AGENDA ITEM: 8D

TITLE:

Update and discussion of current Legislative Session and its impact on local municipalities.

STAFF REPRESENTATIVE:

Lynda K. Humble, City Manager





STAFF

REPORT

MEETING DATE: March 12, 2019

AGENDA ITEM: 10

TITLE:

CITIZEN COMMENTS

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

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

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



STAFF REPORT

MEETING DATE: March 12, 2019

AGENDA ITEM: 11A

TITLE:

Consider action to approve City Council minutes from February 26, 2019, regular meeting.

STAFF REPRESENTATIVE:

Lynda Humble, City Manager
Traci Chavez, Deputy City Secretary

BACKGROUND/HISTORY:

N/A

POLICY EXPLANATION:

Section 551.021 of the Government Code provides as follows:

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

FUNDING SOURCE:

N/A

RECOMMENDATION:

Consider action to approve City Council minutes from February 26, 2019, regular meeting.

ATTACHMENTS:

- February 26, 2019, DRAFT Regular Meeting Minutes.

**BASTROP CITY COUNCIL
FEBRUARY 26, 2019**

The Bastrop City Council met in a Work Session Meeting at 5:00 p.m. followed by a Regular Meeting at 6:30 p.m. on Tuesday, February 26, 2018 at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were Mayor Schroeder, Mayor Pro Tem Nelson and Council Members, Peterson, Rogers, Ennis and Jones. Officers present were City Manager Lynda Humble, Deputy City Secretary Traci Chavez and City Attorney Alan Bojorquez.

CALL TO ORDER – WORK SESSION

At 5:00 p.m. Mayor Schroeder called the work session to order with a quorum being present.

Receive presentation by Chris Eckrut with NewGen Strategies and Solutions. Council discussed the creation of rates and standardized contracts for future wholesale water and wastewater customers.

Mayor Schroeder called for recess at 6:16 p.m.

CALL TO ORDER – REGULAR SESSION

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

PLEDGE OF ALLEGIANCE

Sophia Robles and Adrian Flores Balderas, ASL Club and Bastrop Regional Day School Program for the Deaf. The students recited and signed the pledges.

INVOCATION

Reverend Bob Long, Police Chaplain gave the invocation.

PRESENTATIONS

- 5A. Mayor's Report
- 5B. Councilmembers' Report
- 5C. City Manager's Report
- 5D. Receive Annual Racial Profiling Report from the Bastrop Police Department.
Presentation was made by Director of Public Safety/Chief of Police James Altgelt.

WORK SESSION/BRIEFINGS**STAFF AND BOARD REPORTS**

- 6A. Receive presentation from Verdunity, Inc. regarding the fiscal analysis model being developed as part of the fiscal sustainability requirement of the new proposed code revisions.
Presentation was made by Kevin Shepard.

Mayor Schroeder called for recess at 7:25 p.m.

Mayor Schroeder called the meeting to order at 7:30 p.m.

- 6B. Receive update from Strand and Associates regarding the drainage design standards of the new proposed code revisions.
Presentation was made by Mark Shubak.
- 6C. Discuss possible oversize/overweight restrictions (curfew hours) for commercial vehicles.
Presentation was made by Chief James Altgelt.
- 6D. Update and discussion of current Legislative Session and its impact on local municipalities.
Update was provided by Mayor Schroeder.

STAFF AND BOARD REPORTS

- 7A. Receive Monthly Report from Visit Bastrop.
Presentation made by President/CEO, Susan Smith; Director of Sales, Kathryn Lang; and Senior Administrator, April Lewandowski; and Marketing Director, Ashton LaFuente.
- 7B. Receive presentation on the unaudited Monthly Financial Report for the period ending January 31, 2019.
Presentation was made by Chief Financial Officer, Tracy Waldron.
- 7C. Receive Monthly Development Update.
Item Pulled
- 7D. Receive the Comprehensive Annual Financial Report and Single Audit Report for the period ending September 30, 2018, which includes the independent auditor's report presented by the independent audit firm of Pattillo, Brown & Hill, L.L.P.
Presentation was made by Auditor, Paula Lowe.
- 7E. Receive report from Bastrop Economic Development Corporation.
Presentation was made by BEDC Executive Director, Mike Kamerlander.

CITIZEN COMMENTS

CONSENT AGENDA

A motion was made by Mayor Pro Tem Nelson to approve Item 9A, with corrections, 9B and 9C after being read into the record by Deputy City Secretary, Traci Chavez. Seconded by Council Member Peterson, motion was approved 5-0.

- 9A. Consider action to approve minutes from the February 12, 2019 meeting.
- 9B. Consider action to approve second reading of Ordinance 2019-01 amending Chapter 15, Fairview Cemetery, Section 15.01.016 - Monument, Memorial or Tombstones, to the code of ordinances of the City of Bastrop, Texas; in accordance with existing statutory requirements; repealing conflicting provisions; providing for severability; and establishing an effective date.

- 9C. Consider action to approve the second reading of Ordinance 2019-03 amending the budget for the Fiscal Year 2019 in accordance with existing statutory requirements; appropriating the various amounts herein as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; and establishing an effective date.

INDIVIDUAL CONSIDERATION

- 10A. Consider action and approve Resolution No. R-2019-23 of the City Council of the City of Bastrop, Texas, making determinations regarding certain project-specific Exceptions and/or Exemptions as provided by Emergency Ordinance 2018-1, Section 8 (Temporary Moratorium); and Emergency Ordinance 2018-2, Section 7 (Emergency Drainage Application Rules).

Presentation was made by Assistant Director of Planning, Jennifer Bills.

A motion was made by Council Member Jones to approve Resolution No. 2019-23 for 169 Hwy 21, Cedar Creek, Tx, seconded by Mayor Pro Tem Nelson, motion was approved on a 5-0 vote.

A motion was made by Council Member Jones to approve Resolution No. 2019-23 for 248 Union Chapel Road, seconded by Council Member Rogers, motion was approved on a 5-0 vote.

A motion was made by Council Member Jones to approve Resolution No. 2019-23 for 304 Industrial Blvd. seconded by Mayor Pro Tem Nelson, motion was approved on a 5-0 vote.

A motion was made by Council Member Jones to approve Resolution No. 2019-23 for 751 Caylor Cove, seconded by Council Member Rogers, motion was approved on a 5-0 vote.

A motion was made by Council Member Jones to approve Resolution No. 2019-23 for Proposed Family Dollar on Hwy 95, seconded by Council Member Peterson, motion was approved on a 5-0 vote.

- 10B. Consider action and approve Resolution No. R-2019-24 of the City Council of the City of Bastrop, Texas approving Building Bastrop Policy Statement: A Purpose Statement and Explanation for all development related code revisions and rulemaking procedures to ensure clarity and consistency; and establishing an effective date.

This item was presented by City Manager, Lynda Humble.

A motion was made by Council Member Peterson to approve Resolution No. R-2019-24, after removing "Locally Made" from the Building Bastrop Policy Statement, seconded by Council Member Jones, motion was approved on a 5-0 vote.

- 10C. Consider action to approve Resolution R-2019-22 of the City Council of the City of Bastrop, Texas approving a task order for additional design, bidding, and construction phase services for the Main Street Field Engineering Project to MWM DesignGroup in the amount of Seventy-eight Thousand Ten Dollars and Seventy-five Cents (\$78,010.75) as attached in Exhibit A , authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

Item pulled.

- 10D. Consider action to approve first reading of Ordinance 2019-02 of the City Council of the City of Bastrop, Texas amending the Bastrop City Code of Ordinances Chapter 13, Article 13.02, Section 13.02.002 "Wastewater Service Charge"; repealing conflicting provisions; providing for severability; proper notice and meeting; establishing for an effective date; and move to include on the March 12, 2019 consent agenda for second reading.
A motion was made by Mayor Pro Tem Nelson to approve the first reading of Ordinance No. 2019-02 and to place on the consent agenda for the next meeting, seconded by Council Member Ennis, motion was approved on a 5-0 vote.
- 10E. Consider action to approve the first reading of Ordinance No. 2019-04 of the City Council of the City of Bastrop, Texas amending the Bylaws of the Youth Advisory Council; repealing all prior ordinances and actions in conflict herewith; establishing an effective date and move to include on the March 12, 2019, City Council Consent Agenda for second reading.
Presentation was made by Managing Director of Public Works and Leisure Services, Trey Job.

A motion was made by Council Member Jones to approve the first reading of Ordinance No. 2019-04 and to place on the consent agenda for the next meeting, seconded by Council Member Ennis, motion was approved on a 5-0 vote.
- 10F. Consider action to approve Resolution R-2019-25 of the City Council of the City of Bastrop, Texas ratifying the Mayor's appointment to the Parks Board; and establishing an effective date.
Mayor Schroeder addressed the Council regarding her appointment of Margaret Robinson to fill the vacant seat on the Parks Board.

A motion was made by Council Member Jones to approve Mayor Schroeder's board appointment of Ms. Robinson, seconded by Council Member Rogers, motion was approved on a 5-0 vote.

EXECUTIVE SESSION

The City Council met at 10:13 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, et seq, to discuss the following:

- 11A. 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 Vandiver Settlement Agreement.

The Bastrop City Council reconvened at 11:00 p.m. into open (pubic) session.

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

A motion was made by Mayor Pro Tem Nelson to amend the settlement agreement (the Agreement) of April 25, 2017 between the City of Bastrop and Rhonda and Scottie Vandiver (the Vandiver's) to include the following terms:

- 1. The expiration of the contract will be extended to allow a Buyer, who currently has the property under contract, until on or before June 24, 2019 to perform due diligence.**

2. If the property is sold to a Buyer on or before June 24, 2019, then all terms of the Agreement with the following exceptions and/or modifications will be transferred to the Buyer.
 - a. Carriage doors may be implemented as described in Paragraph 5a in lieu of all other options described in Paragraphs 5, 6, and 7.
 - b. The expiration date of the Agreement in Paragraph 10 will be extended by four (4) more months from the date of the sale, not to exceed October 24, 2019.
3. Authorize the City Manager to execute the amendment.

ADJOURNMENT

Adjourned at 11:15 p.m. without objection.

APPROVED:

ATTEST:

Mayor Connie B. Schroeder

Deputy City Secretary Traci Chavez

DRAFT



STAFF

REPORT

MEETING DATE: March 12, 2019

AGENDA ITEM: 11B

TITLE:

Consider action to approve the second reading of Ordinance No. 2019-04 of the City Council of the City of Bastrop, Texas amending the Bylaws of the Youth Advisory Council; including a severability clause; and providing an effective date.

STAFF REPRESENTATIVE:

Trey Job, Managing Director of Public Works & Leisure Services

BACKGROUND/HISTORY:

Bastrop Independent School District's Social Studies Department recognized a lack of opportunities for youth activities and leadership in Bastrop. The Youth Advisory Council (YAC) was created to help solve this issue. The creation of the YAC was presented to Council for their consideration on May 9, 2017. City Council was supportive of this concept and approved the YAC's Bylaws on February 13, 2018. Forty-nine (49) applications were received and, after review, twelve (12) were recommended for appointment on May 22, 2018.

Since the inception of the Youth Advisory Council, there have been six (6) meetings. Fifty Percent (50%) of those meetings failed to have a quorum due to extracurricular activities or holiday travel. Realizing the requirement of having all nine (9) members present to achieve a quorum was extremely challenging, the Youth Advisory Council proposes the following changes to the Bylaws as below in Tables' One (1) and Two (2). The revisions to the ordinance are shown in Table Three (3):

Table 1

Original Bylaws	Revised Bylaws
Article III Membership Sec. 2 <i>Induction:</i> Each YAC member can serve for a maximum of two (2) years.	Article III Membership Sec. 2 <i>Induction:</i> Each YAC member can serve for a maximum of four (4) years.
Article III Membership Section 3. <i>Attending</i> Each member must attend at least eighty (80) percent of the meetings, or face an involuntary termination of their membership.	Article III Membership Section 3. <i>Attending.</i> Each member must attend at least seventy-five percent (75%) of the meetings or face an involuntary termination of their membership. Failure to attend three (3) consecutive meetings will also result in involuntary termination of membership without further notice.
Article IV Section 2. <i>Terms of Office.</i>	Article IV Section 2. <i>Terms of Office.</i>

The YAC member shall serve a one (1) year term with an option of reapplying for a second-year term.	The YAC member shall serve a two (2) year term with an option of reapplying for a second two-year term for a maximum term of four (4) years.
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Table 2

Original Bylaws	Revised Bylaws
<p>Article IV Section 3. <i>Meetings.</i></p> <p>The YAC shall hold monthly meetings year-round. Special meetings may be called as needed. A quorum of nine (9) members must be present to hold a meeting excluding a special meeting. Of this quorum, at least three (3) officers must be present.</p>	<p>Article IV Section 3. <i>Meetings.</i></p> <p>The YAC shall hold monthly meetings year-round. Special meetings may be called as needed. A quorum of seven (7) members must be present to hold a meeting excluding a special meeting. Of this quorum, at least three (3) officers must be present.</p>
<p>Article VIII Termination of Membership Section 1 <i>Involuntary</i></p> <p>The member fails to attend two (2) meetings without prior notice</p>	<p>Article VIII Termination of Membership Section 1 <i>Involuntary</i></p> <p>The member fails to attend three (3) meetings without prior notice</p>
<p>Article VIII Termination of Membership Section 1 <i>Involuntary.</i></p> <p>Member's attendance drops below the required eighty percent (80%) of the meetings.</p>	<p>Article VIII Termination of Membership Section 1 <i>Involuntary.</i></p> <p>Member's attendance drops below the required Seventy-five percent (75%) of the meetings.</p>

Table 3

Original Ordinance	Revised Ordinance
<p>Membership Sec. 1.19.002 (c) <i>Terms of office.</i></p> <p>Members shall have a one (1) year term of office.</p>	<p>Membership Sec. 1.19.002 (c) <i>Terms of office.</i></p> <p>Members shall have a two (2) year term of office with the option to reapply for a second two year (2) term for a maximum of four (4) years</p>
<p>Membership Sec. 1.19.002 (e) Voting:</p> <p>A quorum for all meetings of the Council shall be nine (9) members. On all matters, a simple majority vote is required for passage.</p>	<p>Membership Sec. 1.19.002 (e) Voting:</p> <p>A quorum for all meetings of the Council shall be seven (7) Members. On all matters, a simple majority vote is required for passage.</p>

The Council approved the first reading of this of this ordinance on Tuesday February 26, 2019.

POLICY EXPLANATION:

Article I of the City Charter states the Council shall enact local legislation. Furthermore, Article III Section 3.01 Powers and Duties grants the authority to provide for such additional boards and commissions as may be deemed necessary.

FUNDING SOURCE:

N/A

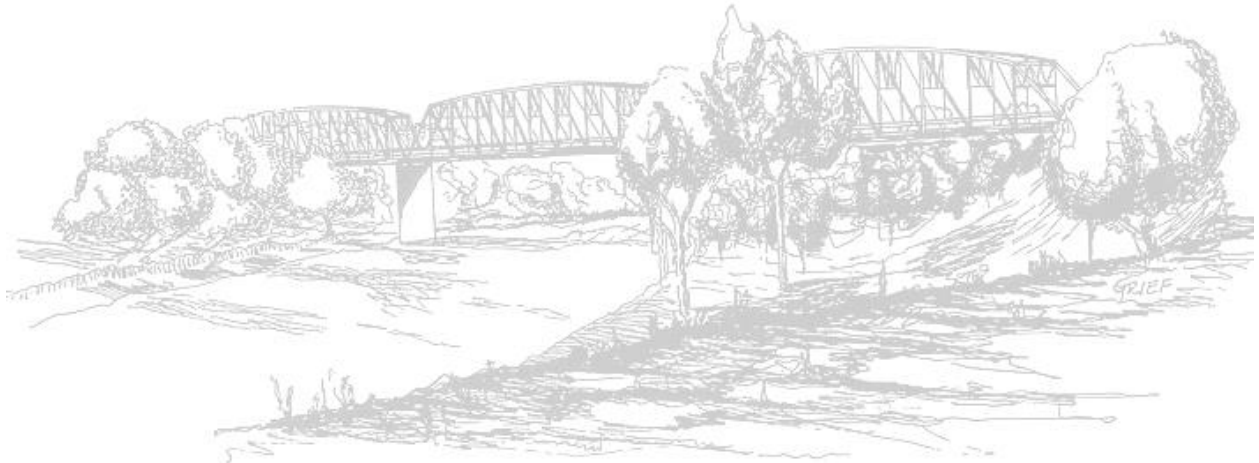


RECOMMENDATION:

Consider action to approve the second reading of Ordinance No. 2019-04 of the City Council of the City of Bastrop, Texas amending the Bylaws of the Youth Advisory Council; including a severability clause; and providing an effective date.

ATTACHMENTS:

- Draft Ordinance No. 2019-04
- Draft Youth Advisory Council Bylaws



ORDINANCE No. 2019-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING THE BYLAWS OF THE YOUTH ADVISORY COUNCIL; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Bastrop City Council (“City Council”) has the authority to establish a Youth Advisory Council in which young community members become more involved in community issues and learn about local government; and

WHEREAS, the City Council desires to establish the Youth Advisory Council to provide such insight and community outreach; and

WHEREAS, the City is authorized by Tex. Loc. Gov’t Code § 51.001 to adopt, appeal or amend any ordinance that is for the good government, peace, or order of the municipality, and for the trade and commerce of the municipality, and is necessary or proper for carrying out a power granted by law to the municipality; and

WHEREAS, the City has the full power of local self-government as recognized by Tex. Loc. Gov’t Code § 51.072; and

WHEREAS, the City Council finds this Ordinance to be reasonable and prudent, and necessary for developing better community goals and outreach among Bastrop’s youth.

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

Section 1. FINDINGS OF FACT

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

Section 2. ENACTMENT

Article 1.19 has been added to the City’s Code of Ordinances (“Code”), and after such addition, shall read in accordance with *Attachment “A”*, which is attached hereto and incorporated into this Ordinance for all intents and purposes. The entire attachment shall be inserted into the Code.

Section 3. EFFECTIVE DATE

This Ordinance shall take effect immediately upon passage.

Section 4. REPEALER

All ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

Section 5. SEVERABILITY

Should any of the clauses, sentences, paragraphs, sections or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency

with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

Section 6. CODIFICATION

The City Secretary is hereby directed to record and publish the attached rules, regulations and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

Section 7. PROPER NOTICE & MEETING

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

READ & APPROVED on First Reading on this, the 26th day of February 2019.

READ & ADOPTED on the Second Reading on this, the 12th day of March 2019.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Traci Chavez, Deputy City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Chapter 1—General Provisions

ARTICLE 1.19: YOUTH ADVISORY COUNCIL

1.19.1. Formation.

There is hereby created a Youth Advisory Council.

1.19.2. Membership.

- (a) Eligibility. The Council shall consist of twelve (12) students. To be eligible to serve, the students must be: (a) between the 9th-12th grades; (b) either attend Bastrop Independent School District (BISD) or be registered home school students within the school district boundaries; and (c) maintain at least a 3.0 grade point average (GPA).
- (b) Appointment & Removal. In accordance with Section 3.08 of the City Charter, the Mayor shall appoint eligible students to the Council. The Mayor shall select from a slate or pool of potential members provided to the Mayor annually by Bastrop ISD. Membership may be terminated either voluntarily or involuntarily. For voluntary termination of membership, a member may submit a written resignation. A member who has resigned is eligible to reapply for future Council membership. A member may be involuntarily removed from Council by the Mayor if the Mayor determines the member: (1) behaved in a way that jeopardized the safety, credibility, or integrity of the Council; and/or (2) failed to attend four (4) consecutive general meetings without prior notice. A member may be put up for review in order to determine whether or not their membership will be terminated. Any person whose membership is involuntarily terminated may then reapply for future Council membership after one calendar year has passed since their removal.
- (c) Terms of Office. Members shall have a two (2) year term of office with the option of reapplying for a second two-year term for a maximum term of four (4) years. Vacancies on the Council may be filled by appointment of the Mayor for the unexpired term. Nothing in this Section or Division shall be construed as creating a property interest on behalf of the Members in continued occupancy of a position on the Council.
- (d) Officers: Within the Council, there shall be the following officer positions and accompanying duties: President, who will guide and lead the Council; Vice-President, who has interim duties when President is absent; Secretary, who is responsible for notes/minutes and scheduling of meetings; Parliamentarian, who is ensured with keeping the peace, order, and efficiency of the Council. All officer

positions shall be elected by a majority vote of Council members. The duration of each position shall be for the Council year for which they are elected.

- (e) Voting: A quorum for all meetings of the Council shall be seven (7) Members. On all matters, a simple majority vote is required for passage.
- (f) Comportment: Members shall not act in any way that would jeopardize the safety, credibility, or integrity of the Council, or the City of Bastrop.

1.19.3. Purpose and Responsibilities.

- (a) The Council shall promote the interests of, and receive input from Bastrop’s youth.
- (b) The Council shall research what communities outside of Bastrop are doing to involve the youth in the development of the community, to expand and build upon Bastrop’s own community outreach.
- (c) The Council shall promote the involvement of Council to other communities.

1.19.4. Meetings.

The Council shall conduct regular meetings once a month, as scheduled by the Secretary. Meetings shall primarily be conducted at City Hall. Other meeting times and locations can be selected by the members, as deemed necessary and appropriate. Because the Council is purely an advisory body, compliance with the Texas Open Meetings Act is not required.

1.19.5. Information.

The Council shall serve as a conduit for soliciting, compiling, and submitting youth input on community activities to the City Council. The Council shall be subject to the Texas Public Information Act and Texas Records Retention Act.

BASTROP YOUTH ADVISORY COUNCIL

Bylaws

ARTICLE I

Name

Section 1. Name of Council. The name of this council shall be the Bastrop Youth Advisory Council, hereinafter can be referred to as the "YAC."

ARTICLE II

Purpose

Section 1. Mission Statement. The objective of the YAC is to provide Bastrop youth with an active role in addressing community issues, serve as a voice for youth in all aspects of the community, and learn about local government.

More specifically the purposes will be:

A. To promote interest and receive input from the youth in the community to develop, promote, and sustain programs/activities for the youth.

B. To study, investigate, and research what other communities are doing to have the young adults become an integral part in the development of the community.

C. To further the development of our community in any way possible within the capabilities of the YAC.

ARTICLE III

Membership

Section 1. Applicants Location. All members must reside within the Bastrop Independent School District (BISD) boundaries. Members must be between the grades of 9th to 12th, between the ages of 13 to 19 years old, and maintain a 3.0 GPA or higher.

Section 2. Induction. (Appointment of YAC members) Members of the YAC shall be appointed in accordance with the City Charter. In March of each year, YAC applications will be distributed to BISD high schools and will be available at City Hall, the Public Library, and on the city's website. Applications will be due by the second week of April. City and school officials will convene to review applications, forwarding recommendations to the City Council/Mayor for approval. Induction ceremonies will happen at a City council meeting.

Section 3. Attending. Each member must attend at least seventy-five percent (75%) of the meetings or face an involuntary termination of their membership. Failure to attend three (3) consecutive meetings will also result in involuntary termination of membership without further notice.

ARTICLE IV

Members

Section 1. Number and Description. This body shall consist of twelve (12) members selected as follows:

A. Twelve (12) voting members will be appointed by the Mayor.

Section 2. Terms of Office. The YAC member shall serve a two (2) year term with an option of reapplying for a second two-year term for a maximum term of four (4) years.

Section 3. Meetings. The YAC shall hold monthly meetings year-round. Special meetings may be called as needed. A quorum of seven (7) members must be present to hold a meeting, including a special meeting. Of this quorum, at least three (3) officers must be present.

ARTICLE V

Duties

Section 1. Officers. The officers of the YAC shall be the President, Vice-President, Secretary, Historian, and Parliamentarian.

Section 2. Election. Officers shall be elected by majority vote of the YAC. Elections shall be held in June of each year.

Section 3. Terms of Office. Officers shall serve a one year (1) calendar year term. An officer may relinquish himself/herself from their position with a one (1) month notice. A special election will be called by the president in that circumstance.

Section 4. President. Shall serve as the Chief Executive Officer of the YAC; shall act as spokesperson for the YAC; shall preside at all YAC meetings; and shall perform such other duties as necessary to fulfill the objectives of the YAC.

Section 5. Vice-President. Shall preside in the absence of the President; and shall perform such other duties as may be delegated to him or her by the President. He or she provide financial accounting of information to the YAC. If both the president and vice-president are absent, the attending members shall select one member to serve as presiding officer solely for that meeting.

Section 6. Secretary. Shall record and prepare the minutes of the meetings of the YAC meeting; give all meeting notices;

Section 7. Historian. Shall make records of events, newspaper articles, photos, scrapbooks, videos, etc. of the YAC that may be used for social media, or any other multimedia platforms.

Section 8. Parliamentarian. The Parliamentarian will maintain the goal and focus of each meeting. The Parliamentarian will resolve issues following "Rosenberg's Rules of Order."

ARTICLE VI

Committees

Section 1. Committees. Members may direct the President to appoint Committees as needed to perform specific duties or to delegate certain tasks to be performed. A Committee shall include at least two YAC members and may also consist of community members.

ARTICLE VII

Amendments

Section 1. Amendment of Bylaws. These bylaws may be amended by the affirmative vote of nine (9) YAC members at any regular meeting, provided that the changes are presented in writing at least two (2) weeks prior to their amendment and have been signed off by at least one city employee.

ARTICLE VIII

Termination of Membership

Section 1. Involuntary. The YAC has the sole right to terminate membership of any individual that:

- Behaves or engages in actions that jeopardize the credibility and integrity of the YAC.
- The member fails to attend three (3) consecutive general meetings.
- Member's attendance drops below the required seventy-five percent (75%) of the meetings.
- An inconsistency in attendance at project/workshop meetings, or events that the council deems as putting the member's commitment to YAC in question.
- An approval from the YAC President and the Board Liaison is required for any involuntary termination.
- If a member is not meeting the expectations of the YAC, their membership may be called into question by the YAC officers. The officer shall place the review of membership on the following officer meeting agenda. The termination will require a majority vote to decide their membership status.

Through an involuntary termination, member will not be able to re-apply to the YAC.

Section 2. Voluntary.

Any member may resign by submitting a written resignation to the Board Liaison and meet in person with Board Liaison. The member who has resigned from the YAC may be allowed to reapply for future YAC membership

ARTICLE IX

Parliamentary Authority

Section 1. Parliamentary Procedure. The latest edition of "Rosenberg's Rules of Order" shall govern any rules of parliamentary procedure not covered by these Bylaws.

Participant Signature _____ Date: _____

Parent Signature _____ Date: _____

DRAFT



STAFF

REPORT

MEETING DATE: March 12, 2019

AGENDA ITEM: 11C

TITLE:

Consider action to approve second reading of Ordinance No. 2019-02 of the City Council of the City of Bastrop, Texas amending the Bastrop City Code of Ordinances Chapter 13, Article 13.02, Section 13.02.002 "Wastewater Service Charge"; repealing conflicting provisions; providing for severability; proper notice and meeting; and establishing for an effective date.

STAFF REPRESENTATIVE:

Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

The City Council of the City of Bastrop, Texas conducted a special workshop on November 15, 2018 to review the current ordinance regarding water and wastewater rates and billing methodology. Most of the changes recommended by the consultant will be brought back in the future for further discussion.

The methodology of using winter averaging for commercial customers was discussed in detail. The premise behind winter averaging is to factor out water usage due to irrigation, which usually occurs during the summer months. This is why the winter averaging is based on actual water usage for the months of December through February. In most cases, a commercial customer that is irrigating has a separate meter for that purpose.

After technical analysis and review of industry standards, the City has determined that a change should be made to the method in which non-residential wastewater service is billed. It is not industry standard to apply winter averaging to commercial customers for the reasons stated above. Staff is recommending that this billing change be made effective with the March bills (the bills due April 15th). Staff will be mailing a letter on March 1st to every commercial customer with an active account, outlining the methodology and the change being proposed, along with the effective date of the change.

The consultant has provided data attached to this agenda item, that represents the # of bills from a 12-month period, impacted by the policy change. Out of 6,781 bills analyzed, 4,139 (61%) having no impact from this policy change. There is another 1,725 (25%) below \$25.00 annual increase and another 807 (12%) showing an annual increase between \$25-200. There is 2% of commercial customers that could see an increase from \$200 to >\$1,000 based on this analysis. The consultant has provided the accounts associated with the >\$1,000 bills. These accounts are for businesses such as car washes, pools, apartments (related to laundry or pools) and the City's

splash pad account. It seems reasonable that this change in methodology would significantly impact those type of businesses that are using large quantities of water.

Approved by City Council at the February 26, 2019 meeting.

POLICY EXPLANATION:

Section 3.14 of the City Charter states that action requiring an ordinance includes amending or repealing any ordinance previously adopted.

This amendment to the code of ordinances can only be made through an ordinance approved by City Council. This ordinance amendment will ensure that the City is fiscally responsible in ensuring that each rate payer assumes their share of the cost of service provided.

FUNDING SOURCE:

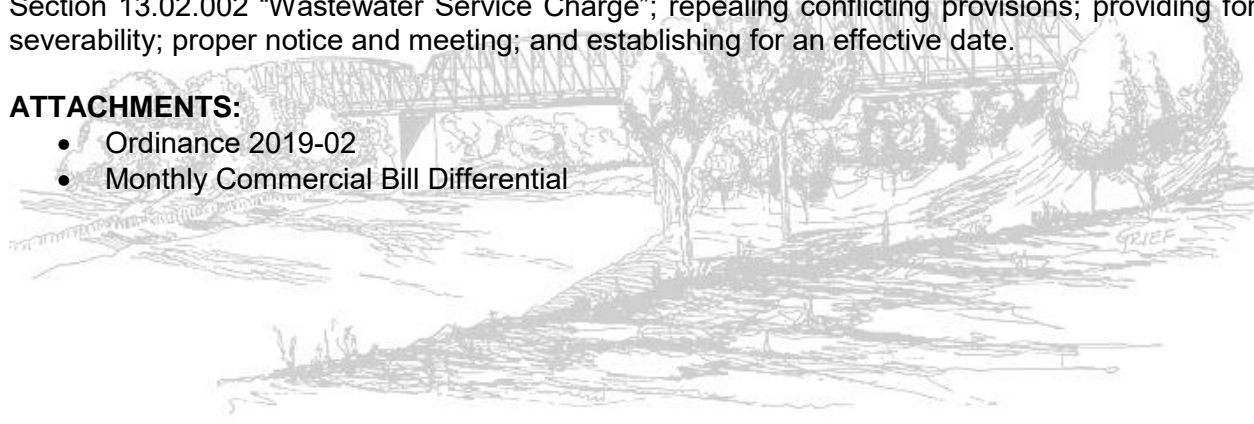
NA

RECOMMENDATION:

Consider action to approve second reading of Ordinance No. 2019-02 of the City Council of the City of Bastrop, Texas amending the Bastrop City Code of Ordinances Chapter 13, Article 13.02, Section 13.02.002 "Wastewater Service Charge"; repealing conflicting provisions; providing for severability; proper notice and meeting; and establishing for an effective date.

ATTACHMENTS:

- Ordinance 2019-02
- Monthly Commercial Bill Differential



ORDINANCE NO. 2019-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING THE BASTROP CITY CODE OF ORDINANCES, CHAPTER 13, ARTICLE 13.02, SECTION 13.02.002 "WASTEWATER SERVICE CHARGE"; REPEALING CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; PROPER NOTICE AND MEETING AND ESTABLISHING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Bastrop, Texas conducted a special workshop on water and wastewater on November 15, 2018 to discuss the current state of both utilities; and

WHEREAS, after technical analysis and a review of prevailing trends in the industry, the City has determined that a change should be made to the method in which non-residential wastewater service is billed to customers; and

WHEREAS, in order to fully address the policy goals and objectives associated with the City's water and wastewater rate design, City Staff and professional consultants are developing a multi-year program to finance the needed infrastructure improvements, with the objectives of providing for the health, safety and welfare of Bastrop's citizens, and providing for the orderly and equitable funding of the operation, maintenance, and capital investment which are necessary for the ongoing and future provision of continuous and adequate water and wastewater services to the citizens of Bastrop; and

WHEREAS, the City Council of the City of Bastrop, Texas has determined that in order to properly bill non-residential customers for wastewater service within the City, it is necessary to amend the City Code of Ordinances Chapter 13, Article 13.02, Section 13.02.002 "Wastewater Service Charge" as noted below.

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

Section 1: That Chapter 13 of the Code of Ordinances, entitled Utilities Article 13.02 "Water and Wastewater Rates and Charges", shall be amended as follows:

ARTICLE 13.02 Water and Wastewater Rates and Charges

Sec. 13.02.002 Wastewater Service Charge

- (a) *no change*
- (b) *no change*
- (c) *Method of computing average monthly water use.*
 - (1) (A) Wastewater bills for residential wastewater customers shall be computed on the basis of the average monthly water usage ("winter water average" December, January and February) for the bills due and payable in January, February and March of each year. In the event that the monthly water usage for any month during the period of March through November, inclusively, is less than the computed "winter water average," the lesser of the two shall be used as the basis

for calculation of the wastewater bill. The winter water average shall be recomputed following the March billing of each year to reestablish the winter water average for the next twelve-month period.

(B) Wastewater bills for commercial wastewater customers shall be computed on the basis of (i) 100% of the metered water consumption; (ii) projected water usage, if the customer has no water usage history; (iii) the minimum usage charge with no gallonage charge if the customer has applied for service and the service is available, but the customer has not physically connected to the system; or (iv) the annual average water use of the residential customer class if the customer is not connected to the water system.

(C) If a Residential customer can show that an anomalous condition beyond the control of the customer results in the current annual average consumption being at least fifty thousand (50,000) gallons per year greater than the average of the year immediately preceding, the City Manager or designee is authorized to adjust the monthly charge to a fair and equitable amount.

(2) *no change*

(3) *no change*

(4) *no change*

(5) *remove section*

(d) *no change*

Section 2: In the case of any conflict between the other provisions of this Ordinance and any existing Ordinance of the City, the provisions of this Ordinance will control.

Section 3: If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, that invalidity or the unenforceability will not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision.

Section 4: This Ordinance shall be effective for the billing period ending March 2019 (bills due April 15, 2019).

Section 5: It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

READ and APPROVED on First Reading on the 26th day of February 2019.

READ and ADOPTED on Second Reading on the 12th day of March 2019.

APPROVED:

Connie B. Schroeder, Mayor

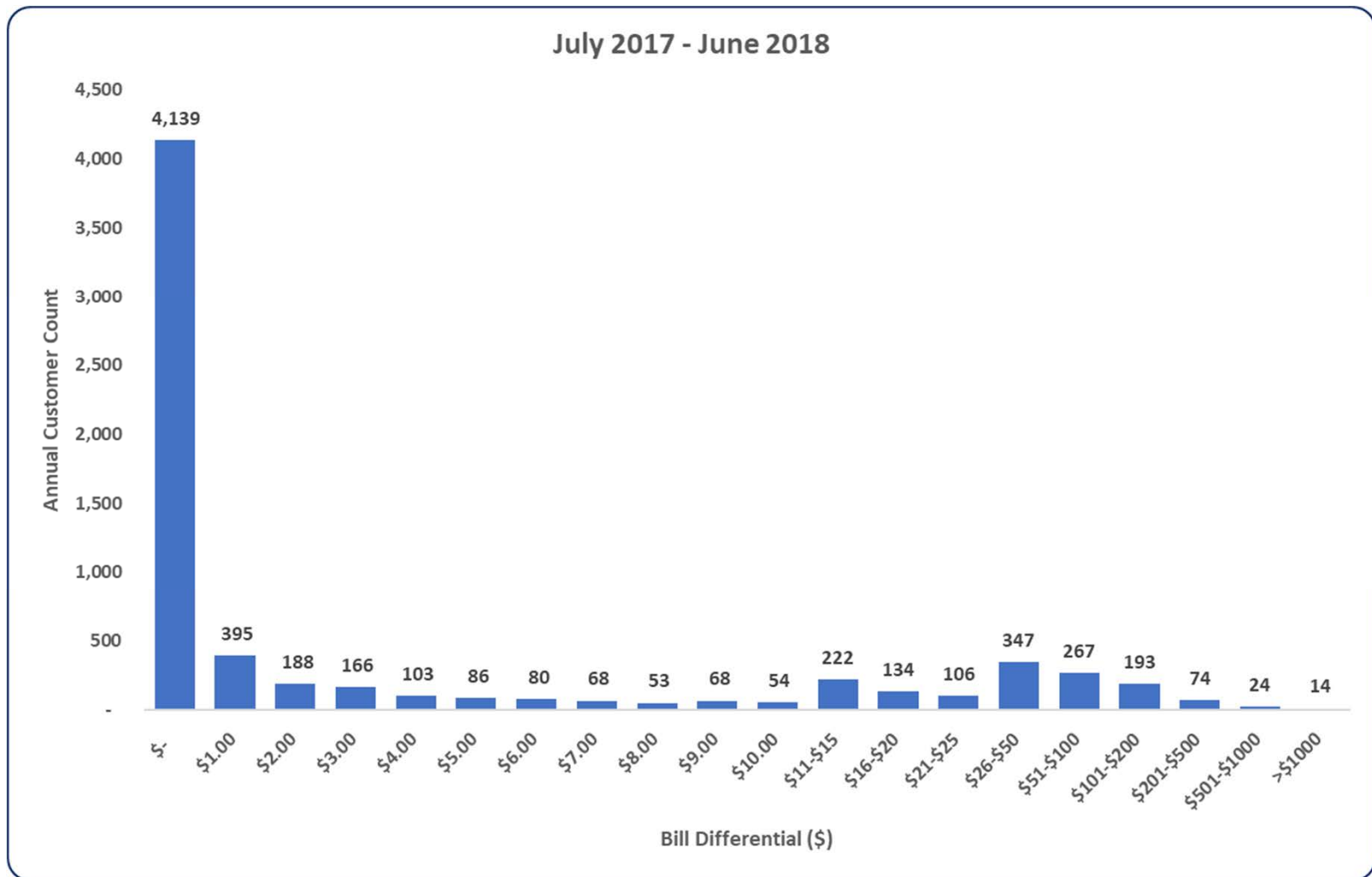
ATTEST:

Traci Chavez, Deputy City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Monthly Commercial Bill Differential



Customer Impacts > \$1,000

- 01-4297-00: Customer greatly exceeded winter average in most months
- 03-8472-00: Actual water usage in all months is much higher than the calculated winter average.
- 04-1999-01: Customer greatly exceeded the winter average in one month.
- 06-3999-00: Customer greatly exceeded the winter average in one month.
- 10-0001-02: Customer's bill would increase \$300+ each month. Consumption spiked a couple of months causing a \$1,000+ bill.



STAFF

REPORT

MEETING DATE: March 12, 2019

AGENDA ITEM: 12A

TITLE:

Consider action and approve Resolution No. R-2019-27 of the City Council of the City of Bastrop, Texas, making determinations regarding certain project-specific Exceptions and/or Exemptions as provided by Emergency Ordinance 2018-1, Section 8 (Temporary Moratorium); and Emergency Ordinance 2018-2, Section 7 (Emergency Drainage Application Rules).

STAFF REPRESENTATIVE:

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





STAFF

REPORT

MEETING DATE: March 12, 2019

AGENDA ITEM: 12B

TITLE:

Consider action to approve Resolution No. R-2019-22 of the City Council of the City of Bastrop, Texas approving a task order for additional design, bidding, and construction phase services for the Main Street Field Engineering Project to MWM Design Group in the amount of Seventy-eight Thousand Ten Dollars and Seventy-five Cents (\$78,010.75) as attached in Exhibit A , authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:

Trey Job, Managing Director of Public Works & Leisure Services

BACKGROUND/HISTORY:

In 2013, the Bastrop Economic Development Corporation issued a 2013 bond series that allocated Eight Hundred Thousand Dollars and zero cents (\$800,000.00) for the Main Street sidewalk and street improvements, of which Seven Hundred ninety-four thousand Five Hundred Thirty dollars and Zero cents (\$794,530.00) is remaining. An additional One Million One Hundred Thousand Dollars and Zero cents (\$1,100,000.00) has been allocated to Main Street improvements from a 2018 Bond series issued by the City of Bastrop. Expanding this project was anticipated but can now come to fruition with the multiple funding sources.

Since the 2013 bond issuance, there have been minimal engineering and legal costs toward this project. In December of 2016 the City of Bastrop approved contract with MWM DesignGroup. The original scope of work was for new sidewalks and street repair along Main Street from Pine Street to Spring Street and new sidewalks only from Spring Street to Farm Street. This project has been stalled multiple times due to the inability to get all the necessary easements acquired to perform the work. At the time MWM DesignGroup was awarded the contract, twenty-six (26) easements were signed by property owners along Main street. An additional nine (9) easements were collected by 2018 for a total of thirty-five (35) or sixty-eight percent (68%).

Recently the funding was allocated for FY19 by the Capital Area Metropolitan Planning Organization (CAMPO) and the Bastrop Economic Development Corporation to complete Phase II, "The Downtown River Loop", from Water Street to State Highway 71. Due to this funding of the Downtown River Loop, it makes sense to extend the sidewalks an additional three (3) blocks to enhance connectivity and walkability. This additional scope of work extends the project limits along Main Street from Pine Street to Water Street and includes an updated field survey for the total length of the project better identifying the limits of the right of way. The original engineering scope of work was Seventy-three Thousand Three Hundred Seventy dollars and Seventy-five

cents (\$73,370.75). The additional engineering in the proposed scope will increase the cost for engineering and survey in the newly proposed scope of work by Seventy-eight Thousand Ten Dollars and Seventy-Five cents (\$78,010.75) for a total cost of One Hundred Fifty-one Thousand Three Hundred Eighty-One dollars and Fifty cents (\$151,381.50).

The City of Bastrop City Council approved a list of qualified consulting firms to provide assistance with civil engineering, geotechnical engineering, hydraulic and hydrologic engineering, surveying, landscape architecture, land planning and architecture. MWM DesignGroup was identified as a qualified consultant in the areas of sidewalks/trails, land planning, and architecture.

MWM DesignGroup will provide the following services:

1. Project Management – including status reports and monthly invoices to cover work completed to date.
2. Field Survey – to identify the limits of the rights-of-way for the project limits.
3. Streetscape Selection – offer options for aspects of the streetscape that can be varied from property to property. These options are anticipated to include types of trees, up to three concrete stamp options, and up to two brick colors and patterns.
4. Architectural Selection – provide up to two historically accurate options to stabilize the slope and provide pedestrian protection near Ferry Park between Austin Street and Water Street.
5. Additional Exhibits – visit the site with specific focus on the additional limits of the project within the City, perform an assessment, and prepare exhibits with sufficient detail for a contractor to bid the project.
6. Additional Property Owner Coordination – meet with property owners in an effort to receive required permission to construct the portion of the sidewalk between the face of the building and the property line, including the entrance approach.
7. Public Meeting – prepare exhibits presenting the proposed improvements and provide foam-core exhibits and pdfs suitable for projection of the exhibits for use at a public meeting. MWM anticipates up to two Engineering representatives being in attendance at the public meeting to discuss the project with residents and answer questions.
8. Additional Design Phase Submittal Effort – provide draft submittals and an opinion of probable cost for the City's review at 90% and 100% milestones.
9. Additional RAS Coordination – contract with Altura Solutions and coordinate with them for project registration with TDLR and plan review for the project extents.
10. Additional Construction Phase Services – review Shop Drawings and other submittals provided by the Contractor, provide responses to Requests for Information submitted by the Contractor, and perform additional Field Engineering site visits to observe and direct the Contract regarding specific details of the sidewalk construction.

Schedule:

- Field Survey will be completed approximately 5 weeks after Notice to Proceed.
- Updated 90% Design Submittal for currently scoped extents and additional extents will be provided 4 weeks after receipt of Notice to Proceed.
- 100% Design Submittal will be provided 4 weeks after receipt of 90% comments and receipt of feedback from the public meeting.
- Construction Phase is anticipated to last an additional 12 weeks.

POLICY EXPLANATION:

City Charter grants the City Council the authority in Section 3.01 Powers and Duties (15) exercise exclusive dominion, control and jurisdiction in, upon, over and under the public streets, avenues, sidewalks, alleys, highways, boulevards and public grounds of the City and provide for the improvement of same.

FUNDING SOURCE:

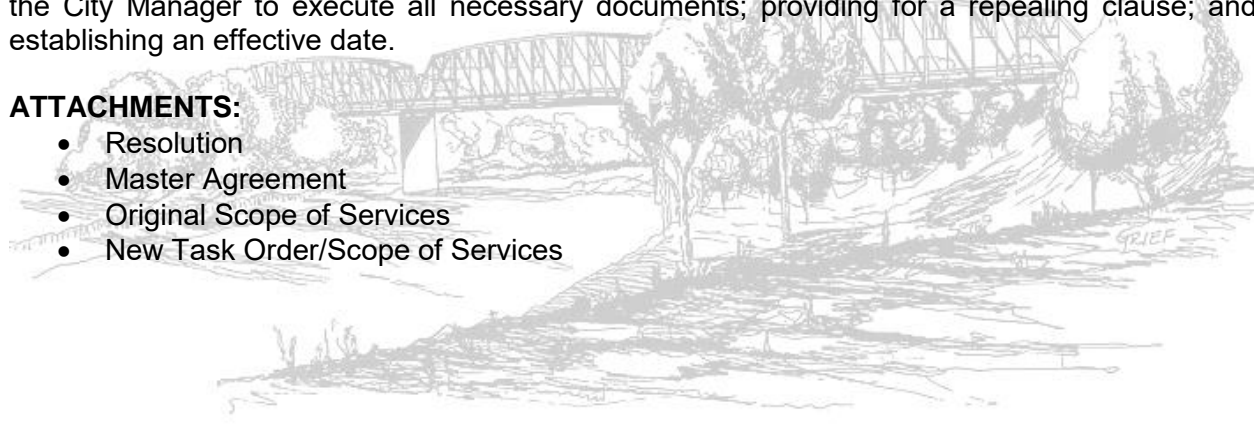
This contract is funded from an initial 2013 bond series issued by the Bastrop Economic Development Corporation and an additional Certificate of Obligation 2018 bond series funded by the City of Bastrop. The original 2013 bond issuance was for Eight Hundred Thousand Dollars and zero cents (\$800,000.00). The 2018 Bond series allocated One Million One Hundred Thousand Dollars and Zero cents (\$1,100,000.00) in additional funding for Main Street improvements.

RECOMMENDATION:

Consider action to approve Resolution No. R-2019-22 of the City Council of the City of Bastrop, Texas approving a task order for additional design, bidding, and construction phase services for the Main Street Field Engineering Project to MWM Design Group in the amount of Seventy-eight Thousand Ten Dollars and Seventy-five Cents (\$78,010.75) as attached in Exhibit A , authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution
- Master Agreement
- Original Scope of Services
- New Task Order/Scope of Services



RESOLUTION NO. R-2019-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING A TASK ORDER FOR ADDITIONAL DESIGN, BIDDING, AND CONSTRUCTION PHASE SERVICES FOR THE MAIN STREET FIELD ENGINEERING PROJECT TO MWM DESIGNGROUP IN THE AMOUNT OF SEVENTY-EIGHT THOUSAND TEN DOLLARS AND SEVENTY-FIVE CENTS (\$78,010.75) AS ATTACHED IN EXHIBIT A, AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop City Council understands the importance of public safety provided by performing construction management and studying/managing of regional infrastructure improvements; and

WHEREAS, the City of Bastrop City Council understands the value in consulting on these matters with a licensed engineer; and

WHEREAS, the City of Bastrop understands the importance of focusing on infrastructure improvements in the area of street maintenance and sidewalk construction; and

WHEREAS, the City of Bastrop has chosen MWM DesignGroup from a list of qualified consulting firms identified by the City of Bastrop City Council on July 10, 2018; and

WHEREAS, MWM DesignGroup has prepared a scope of work for the Main Street Field Engineering Project for which they will design plans, bid, and provide construction phase services along Main Street from Pine Street to Water Street at a cost of Seventy-eight Thousand Ten Dollars and Seventy-five Cents (\$78,010.75).

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

Section 1. That the City Council has found MWM DesignGroup to be a subject matter expert in the fields of sidewalks/trails, land planning, and architecture.

Section 2. The City Manager is hereby authorized to execute a Master Agreement and Task Order, as attached in Exhibit A, for Project Management, Field Survey, Streetscape Selection, Architectural Selection, Additional Exhibits, Additional Property Owner Coordination, Public Meetings, Additional Design Phase Submittal, Additional Registered Accessibility Specialist Coordination, and Additional Construction Phase Services between the City of Bastrop, Texas and MWM DesignGroup, as well as all other necessary documents related to this project.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop, Texas this 12th day of March 2019.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Traci Chavez, Deputy City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

ENGINEERING SERVICES AGREEMENT

This Agreement, made and entered into this, the ____ day of ____ 2019, by and between the **City of Bastrop**, Texas (hereinafter referred to as the “City”) and **MWM DesignGroup**, hereinafter referred to as “Engineer,” is understood and agreed to be as set forth herein:

1. **Description of Services:** The City, in connection with carrying out the duties of its various ordinances and permits regulating roads, driveways, drainage improvements, subdivisions, site development, and water quality, requires the services of a licensed engineer.
 - (a) Engineer shall perform the services described in the “Scope of Services / Task Order 2” attached to this Agreement as Exhibit A and in subsequent Task Orders for Engineering Services approved by the City Council or the City Manager during the term of this Agreement.
 - (b) Engineer shall be retained by the City under the designation of “Alternate City Engineer” when the City Engineer is unavailable or has a potential conflict of interest regarding the performance of his/her duties.
 - (c) Engineer agrees to review submittals and perform inspections requested by the City under appropriate ordinances of the City.
 - (d) Upon City’s request, Engineer will make written reports noting ordinance compliance.
 - (e) Engineer shall deliver reports to Project Manager for City via mail, in person, facsimile, or other electronic means within ten (10) business days after Engineer’s receipt and acceptance of request for review or inspection. If the City’s specific assignment of duties for a specific project is declined by Engineer, then the City may assign said duties to another alternate engineer under contract at the City’s discretion. Engineer does not have the authority to unilaterally select an alternate engineer. Engineer shall assist the City in the selection of additional contractors when requested by the City.
 - (f) Engineer may from time to time be called upon to perform the following services:
 - (1) attend meetings of the City Council, when requested by the Mayor or City Manager; and/or

- (2) attend other public or private meetings related to the duties performed under this Agreement.
 - (g) Requests for inspection may be made by telephone. Upon notification, Engineer will accept or decline the request within three (3) business days.
 - (h) Requests for plan review services may be made by telephone, email or fax. Upon notification, plan document submittals will be picked up within one (3) business day or the City will have them delivered to Engineer within one (3) business day. Reviewed plans and construction documents will be returned no later than ten (10) business days.
 - (i) Engineer shall conduct business in good faith displaying professionalism and a courteous manner in dealings with the citizens of the City. Engineer agrees to abide by the Texas Engineering Practice Act and Rules as established by the Texas Board of Professional Engineers.
 - (j) Engineer will report to the City's Planning Director or assigned staff liaison, in writing, any conflicts between Engineer and any citizen in the course of performing said duties.
 - (k) Engineer shall maintain complete and accurate records of work performed for the City. Engineer shall manage both public and confidential records that Engineer obtains pursuant to this Agreement with the understanding that some records may be subject to state open government laws. Engineer shall comply with the City's public information policies.
- 2. Payment for Services:** The City will compensate the Engineer according to the "Scope of Services / Task Order 2" attached and incorporated herein as Exhibit A and subsequent Task Orders for Engineering Services approved by the City Council or the City Manager during the term of this Agreement. Engineer shall invoice City monthly for services performed. Invoice shall include a description of the project and type of work performed. The total amount of the task being performed. Additional services and payment for such services must be approved in writing by the City before such services are provided.
- 3. Duration:** This Agreement shall be in effect for a period of twelve (12) months.
- 4. Renewal:** This Agreement shall automatically renew for successive one-year periods up to a term of five (5) years, unless terminated as set out below.
- 5. Termination:** Either party may terminate this Agreement by a thirty (30) day written notice.

- 6. Relationship of Parties:** It is understood by the parties that Engineer is an independent contractor with respect to the City and is not an employee of the City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Engineer. The City may contract with other individuals or firms for engineering services.
- 7. Limitations:** During the term of this agreement, the Engineer will contact the City in writing if a potential conflict of interest with a third-party client may exist. If the City Council finds that a project for a third-party client of the Engineer has a direct conflict with the City's interests, the City Council shall contact the Engineer in writing. If the conflict of interest cannot be resolved to either party's satisfaction, either the Engineer or the City Council may terminate this Agreement with seven (7) days' notice to the other party.
- 8. Employees:** Engineer's employees, if any, who perform services for City under this Agreement shall also be bound by the provisions of this Agreement. At the request of City, Engineer shall provide adequate evidence that such persons are Engineer's employees.
- 9. Mandatory Disclosures:** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, Engineer has submitted to the City a copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (pursuant to Texas Local Government Code Chapter 176) and the Affidavit regarding Prohibition on Contracts with Companies Boycotting Israel (pursuant to Texas Government Code Chapter 2270). Engineer must also complete Form 1295 (available online here: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm), as required by the Texas Ethics Commission, and submit it to the City.
- 10. Injuries/Insurance:** Engineer acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Engineer's employees, if any. Engineer waives the rights to recovery from City for any injuries that Engineer and/or Engineer's employees may sustain while performing services under this Agreement. Engineer to provide a copy of insurance coverage to City at least ten (10) days prior to end of any existing coverage period.
- 11. Indemnification:** Engineer agrees to indemnify and hold City harmless from all claims, losses, expenses, fees, including attorney's fees, costs and judgments that may be asserted against City that result from acts or omissions of Engineer, Engineer's employees, if any, and Engineer's agents.
- 12. Assignment:** Engineer's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City.

13. Notice: All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

For the City:

Attention: City Manager
City of Bastrop
P.O. Box 427
Bastrop, TX 78602
512-332-8800

For the Engineer:

Attention: Julia Harrod
MWM DesignGroup
305 E Huntland Dr., Suite 200
Austin, TX 78752
512-382-0021

Either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received three (3) days after deposit in U.S. mail.

14. Entire Agreement: This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement expressly supersedes the Standard Terms and Conditions included as Attachment C to the Scope of Services / Task Order 2 attached as Exhibit A as well as any prior written agreements between the parties.

15. Amendment: This agreement may be modified or amended only if the amendment is made in writing and is signed by both parties.

16. Severability: If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

17. Waiver of Contractual Right: The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of limitation to that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.

18. Applicable Law: The laws of the State of Texas shall govern this Agreement.

19. Venue: The venue for any and all legal disputes arising under this Agreement shall be *Bastrop County, Texas.*

CITY OF BASTROP:

MWM DESIGNGROUP:

Lynda Humble, City Manager

Julia Harrod, P.E.

Date

Date

ATTEST:

Traci Chavez, Deputy City Secretary

Exhibit A
Scope of Services / Task Order 2

DRAFT

**SCOPE OF SERVICES /TASK ORDER 2
ADDITIONAL
DESIGN, BIDDING AND CONSTRUCTION PHASE SERVICES**

**CITY OF BASTROP
MAIN STREET FIELD ENGINEERING**

The City of Bastrop (City) has requested a proposal for additional professional design, bidding, and construction phase services for the Main Street Field Engineering Project. The initial project limits along Main Street were from Pine Street to Spring Street for new sidewalks and street repair (mill/overlay) and from Spring Street to Farm Street for new sidewalks. This additional service scope of services extends the project limits along Main Street from Pine Street to Water Street.

After continued discussions with City staff, MWM DesignGroup (MWM) intends to continue implementing a hybrid design method that falls between full field engineering and traditional design-bid-build process. Schematic designs with exhibits (utilizing aerial imagery without survey) for the improvements in order to convey the design intent supported by standard details and specifications will be provided for the additional project extents.

A detailed description of the scope of services for Design, Bidding, and Construction Phases is presented below.

SCOPE OF SERVICES

Task 1: Project Management

MWM will provide additional project management including status reports and monthly invoices to cover work completed to date. The status report will summarize work completed, the work scheduled to be completed for the upcoming week, and identify any outstanding issues or decisions that must be resolved by City staff or the project team.

Task 2: Field Survey

MWM will perform field survey to identify the limits of the rights-of-way for the additional three blocks of the project limits. Survey services shall be limited to the Main Street ROW from Pine Street to Water Street and will be provided in accordance with the following:

1. Establish horizontal control as necessary to perform survey. Control shall be established on an arbitrary basis.
2. Obtain and review available plats, deeds and maps pertaining to tracts adjoining survey area.
3. Locate existing monumentation sufficient to re-establish ROW lines.

4. Perform calculations and analysis to re-establish ROW lines.
5. Field stake/flag both sides of ROW at approximately 150' intervals. Points shall consist of 60d nail with guard stake and lath.
6. Provide a sketch showing data outlined above.

Task 3: Streetscape Selection

MWM will provide options for aspects of the streetscape that can be varied from property to property. These options are anticipated to include types of trees (provide up to 10 regionally appropriate trees for the City to select from), up to three concrete stamp options, and up to two brick colors and patterns. MWM anticipates that the streetscape selection options will be reviewed and approved by the City and presented to property owners for selection prior to the Construction Phase. MWM will also provide recommendations for electric conduit (with coordination from City) and irrigation at street trees and locations for additional street lighting based on light details provided by the City.

Task 4: Architectural Selection

MWM will provide up to two historically accurate options to stabilize the slope and provide pedestrian protection near Ferry Park between Austin Street and Water Street. MWM will prepare, for review and approval by the City of Bastrop, recommendations for guardrail systems sensitive to the historic context of the proposed trail improvements. Railing recommendations will be coordinated with the engineering design of the improvements (e.g. hydraulic design) and with input from the City regarding maintainability and consistency with existing standards. Recommendations may include masonry and metal components (individually or in combination). Upon identification by the City of a preferred solution, MWM will prepare representative architectural details and manufacturer references (as applicable).

Task 5: Additional Exhibits

MWM will visit the site with specific focus on the additional limits of the project with the City, perform an assessment, and prepare exhibits with sufficient detail for a contractor to bid the project. The exhibits will be to scale and are anticipated to be overlaid on readily available aerial imagery with general callouts to identify the approximate route, offsets, and reference appropriate standard details and specifications included in the project manual. Exhibits will include general direction for sidewalk improvements, curb re-alignments, utility adjustments, landscape architecture and streetscapes, and street repair (mill/overlay). MWM anticipates approximately 3 (three) additional exhibits, one for each block, to convey the design intent for the extents described above.

Task 6: Additional Property Owner Coordination

MWM will meet with property owners in the additional limits in an effort to receive required permission to construct the portion of the sidewalk between the face of building and the property line, including the entrance approach. The meetings are anticipated to be performed onsite to help the property owner understand the intent and sequence of the improvements. All required easements or other documents will be provided by the City.

Task 7: Public Meeting

MWM will prepare exhibits presenting the proposed improvements and provide foam-core exhibits (up to 6 - 24"x36" exhibits) and will provide pdfs suitable for projection of the exhibits for use at a public meeting. MWM understands that the public meeting will be organized by the City and that all outreach will be performed by the City. MWM anticipates up to two Engineering representatives being in attendance at the public meeting to discuss the project with residents and answer questions regarding the project.

MWM will prepare a digital representation of the proposed improvements appearing to be three dimensional overlaid on the existing infrastructure to further convey the design intent to the public. The digital representation will include still and/or video depiction based on available background data.

Task 8: Additional Design Phase Submittal Effort

MWM anticipates incorporating milestone submittals for the additional project limits as part of milestone submittals of the overall project starting with the 90% milestone submittal. MWM will provide draft submittals and an opinion of probable cost for the City's review and comment at 90%, and 100% milestones. The additional effort for the draft submittals are anticipated to include exhibits as described above and additional standard details required within the expanded project limits. Two 11"x17" hard copies and a pdf will be provided for each submittal.

Task 9: Additional RAS Coordination

MWM will contract with Altura Solutions and coordinate with them for the project registration with TDLR and plan review for the additional project extents. The attached proposal from Altura Solutions (Attachment A) includes existing scope and the additional scope. The fee reflects only the additional scope.

Task 10: Additional Construction Phase Services

MWM will provide additional construction phase services as described below:

1. MWM will review Shop Drawings and other submittals provided by the Contractor in accordance with the Construction Contract Documents.
2. MWM will provide responses to Requests for Information (RFI) submitted by the Contractor as necessary to clarify the intent of the construction documents.
3. MWM will perform additional Field Engineering site visits to observe and direct the contractor regarding specific details of the sidewalk construction for the expanded limits of the project. The Field Engineering site visits are anticipated to be performed, on average, three days per week for the duration of the additional construction, approximately 12 weeks. The site visits that are anticipated to last 1.5 hours (plus 1.5 hours travel) for each site visit.

EXCLUDED SERVICES

Services that are not provided under this Agreement specifically include, but are not limited to: services not specifically mentioned above, establishing control on State Plane basis; re-establishing boundary of intersecting/adjacent lines of tracts along existing ROW; obtaining title commitments, title and easement report(s) or abstracts of title; preparation of ROW maps; topographic survey or surveys to obtain vertical data; location of surface improvements; tree survey; research and mapping of underground utilities; survey in support of geotechnical investigation services provided by others; survey in support of SUE services provided by others; surveys in support of environmental surveys performed by others; construction phase surveying and other services or expenses which may become necessary for the completion of this project but which are not reasonably anticipatable at this time. Such services may be performed as Additional Services to this Agreement, if authorized by Client.

SCHEDULE

- Field Survey (Task 2) will be completed approximately 5 weeks after Notice to Proceed
- Updated 90% Design Submittal for currently scoped extents and additional extents will be provided 4 weeks after receipt of Notice to Proceed
- 100% Design Submittal will be provided 4 weeks after receipt of 90% comments and receipt of feedback from the public meeting
- Construction Phase is anticipated to last an additional 12 weeks

SCHEDULE OF COMPENSATION

Design, Bidding, and Construction Phase Services, Tasks 1-10 described above, will be provided on a Lump Sum amount of \$78,010.75. A detailed fee breakdown is included as Attachment B.

ATTACHMENTS


- Attachment A: Altura Solutions Detailed Scope of Services
- Attachment B: Fee Breakdown
- Attachment C: Standard Terms and Conditions

Land Surveying

Complaints on the land surveying services provided by MWM DesignGroup can be directed to the Texas Board of Professional Land Surveying, 12100 Park 35 Circle, Building A, Suite 156, Austin, Texas 78753, (512) 239-5263. MWM DesignGroup TBPLS Firm Registration No.: 10065600.

This proposal is valid for a period of 60 days from date of proposal. If you concur, please include this proposal as part of the task order for the above referenced project.

Approved:



 Julia Harrod, P.E.
 President

February 13, 2019

 Date

MWM DesignGroup
305 E Huntland Dr., Suite 200
Austin, Texas 78752

 Lynda Humble
 City Manager

 Date

City of Bastrop
1311 Chestnut Street
Bastrop, Texas 78602



September 7, 2018

Tony Buonodono, P.E., PMP
Associate
Senior Project Manager
MWM DesignGroup

RE: TAS Proposal for the *Bastrop Main Street* Project

Dear Mr. Buonodono,

This is a proposal for the project registration, plan review, and inspection of the ***Bastrop Main Street*** Project in Bastrop, Texas for compliance with Chapter 469 of the Texas Government Code, State of Texas Architectural Barriers Act, and the Texas Accessibility Standards (TAS).

Altura Solutions proposes to perform the project registration with TDLR, perform the plan review, and inspection for compliance with the TAS.

Feel free to contact me at (512) 410-7059 or at jel@alturalp.com to answer any questions or discuss details of the proposal. Thank you for considering Altura Solutions, L.P. to meet your accessibility consulting needs. We look forward to working with you on the project.

Sincerely,

A handwritten signature in black ink that reads "Jesús Lardizábal". The signature is written in a cursive style and is positioned above the typed name and title.

Jesús Lardizábal,
R.A.S. 1051
President

PROJECT SCOPE AND DESCRIPTION

Reconstruction of sidewalks including curb ramp relocation and mill/overlay of roads in historic downtown Bastrop from Pine Street to Farm Street. The scope also includes a three-block segment from Pine street to Water Street.

SCOPE OF WORK

Altura Solutions proposes to perform the following services in compliance with the Chapter 469 of the Texas Government Code, State of Texas Architectural Barriers Act to verify compliance with the Texas Accessibility Standards (TAS):

- Register the project with TDLR
- Perform plan review of the project construction documents (as provided by client)
- Perform the final inspection of the project upon completion

EXCLUSIONS

The proposal excludes services to determine compliance with other federal, state or local accessibility requirements and accessibility requirements of building and housing codes such as the International Building Code (IBC).

SCHEDULE

Altura Solutions will perform the project registration within one working day of receiving the required documents and registration fee.

Altura Solutions will perform the plan review and provide a report of findings within ten working days after receiving all required documents.

Altura Solutions will perform the final inspection and deliver the Inspection Report within ten working days of receiving access to the facility.

DELIVERABLES

The following items will be produced and delivered by Altura Solutions as part of this project:

- Altura Solutions will provide proof of project registration via the TDLR Proof of Registration Sheet.
- Altura Solutions will provide the Plan Review Report detailing the non-compliant findings of the facility for the Texas Accessibility Standards (TAS).
- Altura Solutions will provide the Inspection Report detailing the findings of the final inspection of the facility.

CONSULTING FEE AND INVOICING

The following fees are proposed for the services outlined in this proposal:

- Project Registration \$175.00
- TAS Plan Review Report \$925.00
- TAS Inspection Report \$1,250.00

The total proposed consulting fee under this agreement is two thousand three hundred fifty dollars and zero cents (\$2,350.00).

\$1,875 originally contracted, total scope now needed = \$2,350.
Amount of additional services requested = \$475.

To initiate services, the following items must be provided:

- Signed agreement
- Completed TDLR forms
- Half-sized hardcopy set of drawings provided by the client.
- A check for \$1,100 for the Project Registration and Plan Review fees should be made out to Altura Solutions, L.P.

The inspection fee may be paid up front or at the time of inspection. The fees listed above are limited to one final plan review and one hour of technical assistance/consulting. Preliminary reviews, plan review revisions, and additional consulting will be considered additional services as outlined below.

ADDITIONAL SERVICES

Altura Solutions, L.P. provides hourly technical assistance for any services outside of the deliverables listed above. Technical Assistance services include attending meetings with project officials, preliminary plan reviews, preliminary inspections, attending on-site meetings, and assisting with potential design solutions. The consulting rate is \$175.00 per hour.

Altura Solutions, L.P.

Client

By: _____

By: _____

Print Name: Jesus Lardizabal

Print Name: _____

Title: President

Title: _____

Date: _____

Date: _____

ATTACHMENT B

MWM DesignGroup Fee Breakdown

Date: 9/7/18

Project: Bastrop Main Street Field Engineering - Additional Services

Lump Sum

TASK DESCRIPTION	PRINCIPAL / LICENSED PROFESSIONAL / PMIV	LICENSED PROFESSIONAL / PMIII	LICENSED PROFESSIONAL / PMII	TECHNICIAN	CLERICAL	TOTAL
Additional Design Phase						
Task 1: Project Management	4	14			4	22
Task 2: Field Survey						
Task 3: Streetscape Selection			37			37
Task 4: Architectural Selection			8			8
Task 5: Additional Exhibits	2	24		60		86
Task 6: Additional Property Owner Coordination		12				12
Task 7: Public Meeting	1	12		48		61
Task 8: Additional Design Phase Submittal Effort		4		2		6
Task 9: Additional RAS Coordination		2				2
Hours Subtotal	7	68	45	110	4	234
Subtotal (hours * rate)	\$ 1,995.00	\$ 13,260.00	\$ 7,065.00	\$ 10,450.00	\$ 260.00	\$ 51,628.00
Additional Construction Phase						
Task 10: Additional Construction Phase Services						0
Shop drawing/submittal review		2		4		6
Respond to RFIs		4		2		6
Streetscape Site Visit (3)			12			
Field Engineering		108				108
Hours Subtotal	0	114	12	6	0	132
Subtotal (hours * rate)	\$ -	\$ 22,230.00	\$ 1,884.00	\$ 570.00	\$ -	\$ 24,684.00
Subconsultant Expenses						
	Base Cost	Markup				
TAS Compliance - Altura Solutions (additional)	\$475.00	0.05				\$498.75
					Subtotal	\$498.75
Reimbursable Expenses						
Reimbursable Expenses		0				\$1,200.00
					Subtotal	\$1,200.00
Summary						
Design Phase	\$	51,628.00				
Construction Phase	\$	24,684.00				
Subconsultant Expenses		\$498.75				
Reimbursable Expenses		\$1,200.00				
TOTAL	\$	78,010.75				



STANDARD TERMS AND CONDITIONS

Within this document, the term “client” refers to the City of Bastrop.

Instruments of Service

Drawings, specifications, and other documents, including those in electronic form, prepared by MWM and its consultants are Instruments of Service intended solely for use in the Project to which this Agreement pertains. Upon execution of this Agreement, MWM and its consultants grant to Client a nonexclusive license to utilize the Instruments of Service solely for purposes of completing, using, and maintaining the Project, specifically including the transfer of documents to Contractors, Subcontractors, and material or equipment suppliers for use in the process of construction. Any termination of this Agreement prior to the completion of the Project shall also terminate this nonexclusive license with respect to Instruments of Service other than those disseminated as documents of public record such as approved permit drawings. Should MWM be adjudged in default of the terms of this Agreement, the foregoing license shall be deemed superseded by a second nonexclusive license permitting Client to authorize similarly credentialed design professionals to reproduce, and to the extent permitted by law, to make changes, corrections, or additions to the Instruments of Service solely for the purposes of completing, using, and maintaining the Project.

Except for the licenses specifically described hereinabove, no other such licenses shall be deemed granted or implied by this Agreement. Client may not assign, delegate, sublicense, pledge, or otherwise transfer any license granted by this Agreement without the prior written concurrence of MWM. Client shall not utilize the Instruments of Service in any venture other than the Project as described in this Agreement without obtaining a separate written authorization from MWM and its consultants outlining explicitly special limitations and licenses applicable to this use. Any unauthorized use or distribution of the Instruments of Service by Client shall be at Client’s sole risk and without liability to MWM and its consultants.

Responsibilities of Others

In accordance with accepted professional practice it is the responsibility of Client to provide the design team with complete and accurate information concerning known existing physical and legal conditions of the site that are beyond the scope of the professional engineering services described in this document. Certain unusual or unforeseeable subsurface conditions not identifiable by surface topographic survey including, but not limited to, illegally dumped toxic or hazardous materials, abandoned building foundations or utility lines, excessive groundwater due to springs or other such features, or artifacts of archaeological or paleontological



significance may materially alter the scope of the project in a manner not provided for in this contract. Likewise active or pending legal disputes involving property Ownership, rights-of-way, environmental status, easement rights, governmental or departmental jurisdiction or similar matters may complicate the project in a manner that could not reasonably be anticipated at this time. Any change to the scope of the project required by such conditions as are listed above, or any duplication of services necessitated thereby, may be considered grounds for contract modification or an additional services Agreement.

No Third-Party Beneficiaries

The services and any report(s) prepared under this Agreement are for the sole benefit and sole use of Client and are not for the use of any other party or person. Only Client may rely upon the services and any report or work product. Nothing in this Agreement, or any subsequent amendments or modifications, or in any report issued under this Agreement, shall create a contractual relationship with or a cause of action in the favor of any third party against either MWM or Client. If Client provides a copy of any report prepared by MWM to others, it shall advise the recipient that the information contained in the report is provided for information only and is not to be relied upon by third parties.

Standard of Care

MWM shall perform its professional services in accordance with the standard of care and diligence normally practiced by professional firms in performing services of a similar nature, in the same locality, under similar circumstances. Client expressly acknowledges that MWM makes no other warranties or guarantees, expressed or implied, regarding its professional services or its work product.

Use of Documents

All documents produced by Engineer under this Agreement are intended for the specific purposes outlined in the Scope of Services and for the specific site or sites discussed therein. Engineer assumes no legal responsibility whatsoever for the use of these documents in any other endeavor without express written authorization from Engineer. Documents provided to Client are for archival or administrative purposes only. Their content remains the property of MWM DesignGroup, Inc..

CADD Documentation

Client recognizes that designs, plans, and data stored on electronic media including, but not limited to, computer disk and magnetic tape, may be subject to undetectable alteration and/or uncontrollable deterioration. Additionally, CADD information stored in electronic form can be modified by other parties, intentionally or otherwise, without notice or indication of said



modifications. Client shall retain electronically stored copies of the work performed by Engineer only for informational purposes or use for the explicitly stated purpose for which Engineer was engaged. Said materials shall not be used by Client for any other projects or for any other purpose for which the material was not specifically intended by MWM DesignGroup, Inc., and shall not transmit said materials to any other party without express written permission from Engineer. Any unauthorized modification or reuse of the materials shall be at Client's sole risk, and Client agrees to indemnify and hold Engineer harmless from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of Client's unauthorized modification or use of these materials.

Risk Allocation

MWM will be responsible only for its own work, and that of its sub-consultants, and not for defects in the work designed or built by others.

Consequential Damages

Neither Client nor MWM will be liable to the other for any special, consequential, indirect, incidental or penal losses or damages of any kind, nor will Client or MWM be liable to the other for losses, damages, or claims, regardless of how defined, related to: lost profits; unavailability of property or facilities; shutdowns or service interruptions; loss of use, revenue, opportunity, or inventory; use charges, carrying costs, cost of substitute facilities, goods, or services; cost of capital, or claims of any other party and/or its customers.

Site access and Safety

Client shall provide right-of-entry to the buildings and sites which are the subjects of MWM's services. Client represents that it possesses authority for such right-of-entry and that the building/site operator(s) possess the necessary permits and licenses for current activities at the site. MWM shall be responsible for supervision and site safety measures of its own employees and sub consultants, but shall not be responsible for the supervision or health and safety precautions of any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Changed Conditions

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to MWM are uncovered or revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, MWM may call for renegotiation of appropriate portions of this Agreement. MWM shall notify the Client of the changed conditions necessitating renegotiation, and MWM and the Client shall promptly and in good faith enter into renegotiation of this Agreement to



address the changed conditions. If changes cannot be agreed to with respect to changed conditions, the parties shall utilize the Dispute Resolution/Litigation procedures in this Agreement.

Suspension of Services

If the Client fails to make payments when due or otherwise is in breach of this Agreement, MWM may suspend performance of services upon seven (7) calendar days' notice to the Client. MWM shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension. Upon payment by Client for services provided, MWM may resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for MWM to resume performance. Payment of invoices shall not be subject to any discounts or set-offs by the Client unless agreed to in writing by MWM. Payment to MWM for services rendered and expenses incurred will be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

Insurance

MWM shall maintain professional liability and general liability insurance naming the Client as additional insured for the duration of services provided under this agreement. MWM shall also carry business automobile liability insurance as well as worker's compensation insurance. MWM shall provide certificates of insurance to this effect as requested by Client.

Limitation of Liability

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, partners, and employees, and any of them, to the Client and anyone claiming by or through the Client, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by the Consultant under this Agreement. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Mutual Indemnification

MWM shall indemnify and hold the Client and the Client's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or



EXPENSES:

Reimbursable expenses are defined as follows and shall be invoiced at direct cost (invoice) plus 10 percent for overhead unless specifically stated otherwise elsewhere in this Agreement.

1. Reproduction of documents for purposes other than in-house use by Client or MWM;
2. Expedited shipping and mailing expenses;
3. Special messenger delivery, if requested by the Client; and
4. Mileage, parking and toll charges.

INVOICES:

Client agrees to pay, without further demand, the amount due on the monthly statement within 28 days of receipt of invoice. Payment is due and payable at MWM's office in Austin, Texas. If Client has any objection to any monthly statement, Client agrees to make that specific objection to MWM within twenty-one (21) days from the date of the statement. After such twenty-one (21) day period, Client agrees to have received, accepted, and approved that monthly statement without objection. Past due invoices may be subject to late charges at the rate of 1.5 percent per month (18 percent per annum).



omissions of MWM, its employees and its consultants in the performance of professional services under this Agreement.

The Client shall indemnify and hold MWM and MWM's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Client, its employees and its other consultants in the performance of professional services under this Agreement.

Land Surveying

Complaints on the land surveying services provided by MWM DesignGroup, Inc. can be directed to the Texas Board of Professional Land Surveying, 12100 Park 35 Circle, Building A, Suite 156, Austin, Texas 78753, (512) 239-5263. MWM Design Group TBPLS Firm Registration No.: 10065600.

Termination

In connection with all the work outlined or contemplated above, it is agreed that MWM or Client may cancel or terminate this Agreement upon seven (7) days written notice to the other, with the provisions and understanding that immediately upon receipt of notice of such cancellation from either party to the other all work and labor being performed under this Agreement shall immediately cease, pending final cancellation at the end of such seven day period, and further provide that MWM shall be compensated in accordance with the terms of this Agreement for all work accomplished by them prior to the receipt of notice of such termination.

Extent of Agreement

The Agreement, including these terms and conditions, represents the entire Agreement between Client and MWM and supersedes all prior negotiations, representations, or agreements, written or oral. The Agreement may be amended only by written instrument signed by Client and MWM.

Governing Law

In the event of any suit at law or in equity involving the Agreement, venue will be exclusively in Bastrop County, Texas and the laws of the State of Texas shall apply to the interpretation and enforcement of the Agreement.

**SCOPE OF SERVICES
DESIGN, BIDDING AND CONSTRUCTION PHASE SERVICES**

**CITY OF BASTROP
MAIN STREET FIELD ENGINEERING**

The City of Bastrop (City) has requested a proposal for professional design, bidding, and construction phase services for the Main Street Field Engineering Project. The limits along Main Street are from Pine Street to Spring Street for new sidewalks and street repair (mill/overlay) and from Spring Street to Farm Street for new sidewalks.

After an initial evaluation and discussions with City staff, MWM DesignGroup (MWM) proposes implementing a hybrid design method that falls between full field engineering and traditional design-bid-build process. Schematic designs with exhibits (utilizing aerial imagery without survey) for the improvements in order to convey the design intent supported by standard details and specifications.

A detailed description of the scope of services for Design, Bidding, and Construction Phases is presented below.

SCOPE OF SERVICES

Task 1: Project Management

MWM will provide status reports and monthly invoices to cover work completed to date. The status report will summarize work completed, the work scheduled to be completed for the upcoming week, and identify any outstanding issues or decisions that must be resolved by City staff or the project team.

Task 2: Exhibits

MWM will visit the site with the City, perform an assessment, and prepare exhibits with sufficient detail for a contractor to bid the project. The exhibits will be to scale and are anticipated to be overlaid on readily available aerial imagery with general callouts to identify the approximate route, offsets, and reference appropriate standard details and specifications included in the project manual. Exhibits will include general direction for sidewalk improvements, curb re-alignments, utility adjustments, landscape architecture and streetscapes, and street repair (mill/overlay). MWM anticipates approximately 3 (three) exhibits, one for each block, to convey the design intent for the extents described above.

Task 3: Property Owner Coordination

MWM will meet with property owners in an effort to receive required permission to construct the portion of the sidewalk between the face of building and the property

line, including the entrance approach. The meetings are anticipated to be performed onsite to help the property owner understand the intent and sequence of the improvements. All required easements or other documents will be provided by the City.

Task 4: Design Phase Submittals and Meetings

MWM anticipates providing draft submittals and an opinion of probable cost for the City's review and comment at 60%, 90%, and 100% milestones. The draft submittals are anticipated to include a cover sheet, general notes sheet(s), exhibits as described in Task 2, and standard details (including standard traffic control details). Two 11"x17" hard copies and a pdf will be provided for each submittal. These submittals are anticipated to be followed by a meeting to discuss comments and the status of the overall project. Three (3) review/status meetings have been included in this scope of services.

Task 5: Contract Document Update, Bid Document Preparation Assistance, and Technical Specification Selection

MWM will modify the City's standard contract documents to accommodate the inclusion of exhibits as described in task 2 above in lieu of detailed designed plans and to incorporate Field Engineering during construction.

MWM understands that the City will provide a template for the front end bid documents, for preparation by MWM. Preparation will be limited to modifications such as project name, dates, bid quantities, and does not include detailed modifications of bidding requirements.

MWM will select appropriate and readily available technical specifications for inclusion in the project manual.

Task 6: RAS Coordination

MWM will contract with Altura Solutions and coordinate with them for the project registration with TDLR and plan review as described in detail in the attached proposal from Altura Solutions (Attachment A).

Task 7: Bidding Phase Services

MWM will attend the Pre-Bid Conference planned and hosted by the City. MWM will also respond to questions from prospective contractors and shall issue up to two (2) addenda as necessary to further explain or clarify the intent of the construction documents. MWM will provide a bid tab and review the three apparent low bids. MWM will check references and make a recommendation to the City concerning the award of the construction contract based on this review.

Task 8: Construction Phase Services

MWM will provide construction phase services as described below:

1. MWM will provide construction documents for the Owner and Contractor (2-full size sets of plans, 2 half-size sets of plans, and two project manuals total)
2. MWM will attend the Pre-Construction Meeting planned and hosted by the City's inspector for the project.
3. MWM will review Shop Drawings and other submittals provided by the Contractor in accordance with the Construction Contract Documents.
4. MWM will provide responses to Requests for Information (RFI) submitted by the Contractor as necessary to clarify the intent of the construction documents.
5. MWM will assist with preparing change orders as necessary to address changed conditions.
6. MWM will attend monthly construction meetings to provide input to the project. It is anticipated that a total of six (6) meetings will be required. Meetings beyond this number will be considered as an additional service.
7. In addition to the construction meetings, MWM will perform Field Engineering site visits to observe and direct the contractor regarding specific details of the sidewalk construction. The Field Engineering site visits are anticipated to be performed, on average, three days per week for the duration of the construction, approximately 90 working days. The site visits that are anticipated to last 1.5 hours (plus 1.5 hours travel) for each site visit.

EXCLUDED SERVICES

Services not specifically described above.

SCHEDULE

- 60% Design Submittal will be provided 4 weeks after Notice to Proceed
- 90% Design Submittal will be provided 4 weeks after receipt of 60% comments
- 100% Design Submittal will be provided 3 weeks after receipt of 90% comments
- Bidding Phase is anticipated to last 3 months
- Construction Phase is anticipated to last 6 months

SCHEDULE OF COMPENSATION


Design, Bidding, and Construction Phase Services, Tasks 1-7 described above, will be provided on a Lump Sum amount of \$73,370.75. A detailed fee breakdown is included as Attachment B.

ATTACHMENTS

Attachment A: Altura Solutions Detailed Scope of Services
Attachment B: Fee Breakdown

This proposal is valid for a period of 60 days from date of proposal. If you concur, please include this proposal as part of the task order for the above referenced project.

Approved:



Julia Harrod, P.E.
President

Dec 6, 2016
Date

MWM DesignGroup
305 E Huntland Dr., Suite 200
Austin, Texas 78752

X 

R. Marvin Townsend
City Manager



STANDARD TERMS AND CONDITIONS

Instruments of Service

Drawings, specifications, and other documents, including those in electronic form, prepared by MWM and its consultants are Instruments of Service intended solely for use in the Project to which this Agreement pertains. Upon execution of this Agreement, MWM and its consultants grant to Client a nonexclusive license to utilize the Instruments of Service solely for purposes of completing, using, and maintaining the Project, specifically including the transfer of documents to Contractors, Subcontractors, and material or equipment suppliers for use in the process of construction. Any termination of this Agreement prior to the completion of the Project shall also terminate this nonexclusive license with respect to Instruments of Service other than those disseminated as documents of public record such as approved permit drawings. Should MWM be adjudged in default of the terms of this Agreement, the foregoing license shall be deemed superseded by a second nonexclusive license permitting Client to authorize similarly credentialed design professionals to reproduce, and to the extent permitted by law, to make changes, corrections, or additions to the Instruments of Service solely for the purposes of completing, using, and maintaining the Project.

Except for the licenses specifically described hereinabove, no other such licenses shall be deemed granted or implied by this Agreement. Client may not assign, delegate, sublicense, pledge, or otherwise transfer any license granted by this Agreement without the prior written concurrence of MWM. Client shall not utilize the Instruments of Service in any venture other than the Project as described in this Agreement without obtaining a separate written authorization from MWM and its consultants outlining explicitly special limitations and licenses applicable to this use. Any unauthorized use or distribution of the Instruments of Service by Client shall be at Client's sole risk and without liability to MWM and its consultants.

Responsibilities of Others

In accordance with accepted professional practice it is the responsibility of Owner to provide the design team with complete and accurate information concerning known existing physical and legal conditions of the site that are beyond the scope of the professional engineering services described in this document. Certain unusual or unforeseeable subsurface conditions not identifiable by surface topographic survey including, but not limited to, illegally dumped toxic or hazardous materials, abandoned building foundations or utility lines, excessive groundwater due to springs or other such features, or artifacts of archaeological or paleontological significance may materially alter the scope of the project in a manner not provided for in this contract. Likewise active or pending legal disputes involving property Ownership, rights-of-way, environmental status, easement rights, governmental or departmental jurisdiction or similar matters may complicate the project in a manner that could

305 E. Huntland Dr.
Ste. 200
Austin, TX 78752
p: 512.453.0767
f: 512.453.1734



not reasonably be anticipated at this time. Any change to the scope of the project required by such conditions as are listed above, or any duplication of services necessitated thereby, may be considered grounds for contract modification or an additional services Agreement.

No Third-Party Beneficiaries

The services and any report(s) prepared under this Agreement are for the sole benefit and sole use of Client and are not for the use of any other party or person. Only Client may rely upon the services and any report or work product. Nothing in this Agreement, or any subsequent amendments or modifications, or in any report issued under this Agreement, shall create a contractual relationship with or a cause of action in the favor of any third party against either MWM or Client. If Client provides a copy of any report prepared by MWM to others, it shall advise the recipient that the information contained in the report is provided for information only and is not to be relied upon by third parties.

Standard of Care

MWM shall perform its professional services in accordance with the standard of care and diligence normally practiced by professional firms in performing services of a similar nature, in the same locality, under similar circumstances. Client expressly acknowledges that MWM makes no other warranties or guarantees, expressed or implied, regarding its professional services or its work product.

Use of Documents

All documents produced by Engineer under this Agreement are intended for the specific purposes outlined in the Scope of Services and for the specific site or sites discussed therein. Engineer assumes no legal responsibility whatsoever for the use of these documents in any other endeavor without express written authorization from Engineer. Documents provided to Owner are for archival or administrative purposes only. Their content remains the property of MWM DesignGroup, Inc..

CADD Documentation

Owner recognizes that designs, plans, and data stored on electronic media including, but not limited to, computer disk and magnetic tape, may be subject to undetectable alteration and/or uncontrollable deterioration. Additionally, CADD information stored in electronic form can be modified by other parties, intentionally or otherwise, without notice or indication of said modifications. Owner shall retain electronically stored copies of the work performed by Engineer only for informational purposes or use for the explicitly stated purpose for which Engineer was engaged. Said materials shall not be used by Owner for any other projects or for any other purpose for which the material was not specifically intended by MWM DesignGroup, Inc., and shall not transmit said materials to any other party without express written permission from Engineer. Any unauthorized modification or reuse of the materials shall be at Owner's sole risk, and Owner agrees to indemnify and hold Engineer harmless from all claims, injuries,



damages, losses, expenses, and attorneys' fees arising out of Owner's unauthorized modification or use of these materials.

Risk Allocation

MWM will be responsible only for its own work, and that of its sub-consultants, and not for defects in the work designed or built by others.

Consequential Damages

Neither Client nor MWM will be liable to the other for any special, consequential, indirect, incidental or penal losses or damages of any kind, nor will Client or MWM be liable to the other for losses, damages, or claims, regardless of how defined, related to: lost profits; unavailability of property or facilities; shutdowns or service interruptions; loss of use, revenue, opportunity, or inventory; use charges, carrying costs, cost of substitute facilities, goods, or services; cost of capital, or claims of any other party and/or its customers.

Site access and Safety

Client shall provide right-of-entry to the buildings and sites which are the subjects of MWM's services. Client represents that it possesses authority for such right-of-entry and that the building/site operator(s) possess the necessary permits and licenses for current activities at the site. MWM shall be responsible for supervision and site safety measures of its own employees and sub consultants, but shall not be responsible for the supervision or health and safety precautions of any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Changed Conditions

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to MWM are uncovered or revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, MWM may call for renegotiation of appropriate portions of this Agreement. MWM shall notify the Client of the changed conditions necessitating renegotiation, and MWM and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If changes cannot be agreed to with respect to changed conditions, the parties shall utilize the Dispute Resolution/Litigation procedures in this Agreement.

Suspension of Services

If the Client fails to make payments when due or otherwise is in breach of this Agreement, MWM may suspend performance of services upon seven (7) calendar days' notice to the Client. MWM shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension. Upon payment in full by the Client, MWM may resume services



under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for MWM to resume performance. Payment of invoices shall not be subject to any discounts or set-offs by the Client unless agreed to in writing by MWM. Payment to MWM for services rendered and expenses incurred will be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

Limitation of Liability

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, partners, and employees, and any of them, to the Client and anyone claiming by or through the Client, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by the Consultant under this Agreement. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Indemnification

In addition, and notwithstanding any other provisions of this Agreement, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer, his or her officers, directors, employees, agents and sub consultants from and against all damage, liability or cost, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this project or the performance by any of the parties above named of the services under this Agreement, excepting only these damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Engineer.

Termination

In connection with all the work outlined or contemplated above, it is agreed that MWM or Client may cancel or terminate this Agreement upon seven (7) days written notice to the other, with the provisions and understanding that immediately upon receipt of notice of such cancellation from either party to the other all work and labor being performed under this Agreement shall immediately cease, pending final cancellation at the end of such seven day period, and further provide that MWM shall be compensated in accordance with the terms of this Agreement for all work accomplished by them prior to the receipt of notice of such termination.



Extent of Agreement

The Agreement, including these terms and conditions, represents the entire Agreement between Client and MWM and supersedes all prior negotiations, representations, or agreements, written or oral. The Agreement may be amended only by written instrument signed by Client and MWM.

Texas Engineering Practice Act

The Texas Engineering Practice Act requires that the Owner or engineer responsible for construction or substantial modification of buildings subject to the law shall submit all pertinent plans and specifications to the Department of Licensing and Regulation for review and approval. For the purposes of this Agreement it shall be understood that the Architect, as principal designer, assumes sole responsibility for timely submittal of the completed drawings package to the Department of Licensing and Regulation.

EXPENSES:

Reimbursable expenses are defined as follows and shall be invoiced at direct cost (invoice) plus 10 percent for overhead unless specifically stated otherwise elsewhere in this Agreement.

1. Reproduction of documents for purposes other than in-house use by Client or MWM;
2. Expedited shipping and mailing expenses;
3. Special messenger delivery, if requested by the Client; and
4. Mileage, parking and toll charges.

INVOICES:

Client agrees to pay, without further demand, the amount due on the monthly statement within 10 days of receipt of payment. Payment is due and payable at MWM's office in Austin, Texas. If Client has any objection to any monthly statement, Client agrees to make that specific objection to MWM within twenty-one (21) days from the date of the statement. After such twenty-one (21) day period, Client agrees to have received, accepted, and approved that monthly statement without objection. Past due invoices may be subject to late charges at the rate of 1.5 percent per month (18 percent per annum). In the event that the State of Texas



www.mwmdesigngroup.com

legislates a sales tax on Professional Services, the amount of the tax will be PAYMENT added to the appropriate service rate charged. Our invoices are due and payable upon receipt at
305 East Huntland Drive, Suite 200
Austin, Texas 78752

Preparation of non-standard invoice will be charged on a time and materials basis in accordance with the rates in this fee schedule.

CONDITIONS:

Services will be performed in accordance with our Standard Terms and Conditions.

The proposal to which this schedule is an attachment is only valid if executed within a period of 90 calendar days from the heading date. Any delay in the project six months or longer duration shall be considered ground for renegotiation of lump sum and hourly rates cited herein.

ATTACHMENT A

ALTURA SOLUTIONS, L.P.
Accessibility & Compliance Consultants

(512) 410-7059

4111 Medical Parkway #301, Austin, TX 78756

November 22, 2016

Tony Buonodono
MWM DesignGroup

RE: TAS Proposal for the *Bastrop Main Street* Project

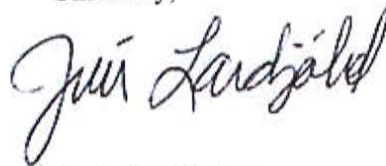
Dear Mr. Buonodono,

This is a proposal for the project registration, plan review, and inspection of the *Bastrop Main Street* Project in Bastrop, Texas for compliance with Chapter 469 of the Texas Government Code, State of Texas Architectural Barriers Act, and the Texas Accessibility Standards (TAS).

Altura Solutions proposes to perform the project registration with TDLR, perform the plan review, and inspection for compliance with the TAS.

Feel free to contact me at (512) 410-7059 or at jel@alturalp.com to answer any questions or discuss details of the proposal. Thank you for considering Altura Solutions, L.P. to meet your accessibility consulting needs. We look forward to working with you on the project.

Sincerely,



Jesús Lardizábal,
R.A.S. 1051
President

PROJECT SCOPE AND DESCRIPTION

Reconstruction of sidewalks including curb ramp relocation and mill/overlay of roads in historic downtown Bastrop from Pine Street to Farm Street.

SCOPE OF WORK

Altura Solutions proposes to perform the following services in compliance with the Chapter 469 of the Texas Government Code, State of Texas Architectural Barriers Act to verify compliance with the Texas Accessibility Standards (TAS):

- Register the project with TDLR
- Perform plan review of the project construction documents (as provided by client)
- Perform the final inspection of the project upon completion

EXCLUSIONS

The proposal excludes services to determine compliance with other federal, state or local accessibility requirements and accessibility requirements of building and housing codes such as the International Building Code (IBC).

SCHEDULE

Altura Solutions will perform the project registration within one working day of receiving the required documents and registration fee.

Altura Solutions will perform the plan review and provide a report of findings within ten working days after receiving all required documents.

Altura Solutions will perform the final inspection and deliver the Inspection Report within ten working days of receiving access to the facility.

DELIVERABLES

The following items will be produced and delivered by Altura Solutions as part of this project:

- Altura Solutions will provide proof of project registration via the TDLR Proof of Registration Sheet.
- Altura Solutions will provide the Plan Review Report detailing the non-compliant findings of the facility for the Texas Accessibility Standards (TAS).
- Altura Solutions will provide the Inspection Report detailing the findings of the final inspection of the facility.

CONSULTING FEE AND INVOICING

The following fees are proposed for the services outlined in this proposal:

• Project Registration	\$175.00
• TAS Plan Review Report	\$725.00
• TAS Inspection Report	\$975.00

The total proposed consulting fee under this agreement is one thousand eight hundred seventy five dollars and zero cents (\$1,875.00).

To initiate services, the following items must be provided:

- Signed agreement
- Completed TDLR forms
- Half-sized hardcopy set of drawings provided by the client.
- A check for \$900 for the Project Registration and Plan Review fees should be made out to Altura Solutions, L.P.

The inspection fee may be paid up front or at the time of inspection. The fees listed above are limited to one final plan review and one hour of technical assistance/consulting. Preliminary reviews, plan review revisions, and additional consulting will be considered additional services as outlined below.

ADDITIONAL SERVICES

Altura Solutions, L.P. provides hourly technical assistance for any services outside of the deliverables listed above. Technical Assistance services include attending meetings with project officials, preliminary plan reviews, preliminary inspections, attending on-site meetings, and assisting with potential design solutions. The consulting rate is \$175.00 per hour.

Altura Solutions, L.P.

Client

By: _____

By: _____

Print Name: Jesus Lardizabal

Print Name: _____

Title: President

Title: _____

Date: _____

Date: _____

ATTACHMENT B

MWM DesignGroup Fee Breakdown

Date: 11/28/16

Project: Bastrop Main Street Field Engineering

Lump Sum

TASK DESCRIPTION	PRINCIPAL / LICENSED PROFESSIONAL / PMIV	LICENSED PROFESSIONAL / PMIII	LICENSED PROFESSIONAL / PMI	TECHNICIAN	FIELD CREW	CLERICAL	TOTAL
Design Phase							
Task 1: Project Management	4	20				4	28
Task 2: Sidewalk Exhibits (3)		24		60			84
Task 3: Property Owner Coordination		12					12
Task 4: Design Submittals and Meetings (3)		12		4			16
Task 5: Contract Document update / manual		16					16
Task 6: RAS Coordination		2					2
QA/QC Reviews	6	6					12
Hours Subtotal	10	92	0	64	0	4	170
Subtotal (hours * rate)	\$ 1,970.00	\$ 16,468.00	\$ -	\$ 6,016.00	\$ -	\$ 240.00	\$ 24,694.00
Bidding Phase							
Task 7: Bidding Phase Services		6	6	2		2	16
Hours Subtotal	0	6	6	2	0	2	16
Subtotal (hours * rate)	\$ -	\$ 1,074.00	\$ 744.00	\$ 188.00	\$ -	\$ 120.00	\$ 2,126.00
Construction Phase							
Task 8: Construction Phase Services							0
Pre-construction Meeting		6					6
Shop drawing/submittal review				20			20
Respond to RFIs		4		4			8
Change Order Prep		2		2			4
Monthly Construction Meetings		10					10
Field Engineering		200					200
Hours Subtotal	0	222	0	26	0	0	248
Subtotal (hours * rate)	\$ -	\$ 39,738.00	\$ -	\$ 2,444.00	\$ -	\$ -	\$ 42,182.00
Subconsultant Expenses							
	Base Cost	Markup					
TAS Compliance - Altura Solutions	\$ 1,875.00	0.05					\$ 1,968.75
						Subtotal	\$ 1,968.75
Reimbursable Expenses							
Reimbursable Expenses		0					\$ 2,400.00
						Subtotal	\$ 2,400.00
Summary							
Design Phase	\$	24,694.00					
Bidding Phase	\$	2,126.00					
Construction Phase	\$	42,182.00					
Subconsultant Expenses	\$	1,968.75					
Reimbursable Expenses	\$	2,400.00					
TOTAL	\$	73,370.75					



STAFF REPORT

MEETING DATE: March 12, 2019

AGENDA ITEM: 12C

TITLE:

Consider action to approve Resolution No. R-2019-26 of the City Council of the City of Bastrop, Texas to approve a subdivision variance to allow the relocation of an overhead electric line to remain overhead when all utilities are required to go underground within the Pecan Park Residential Planned Development, located west of Sterling Drive and north of the Colorado River, as shown in Exhibit A; within the city limits of Bastrop, Texas; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:

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

ITEM DETAILS:

Site Location: West of Sterling Drive and north of the Colorado River (Attachment 1)
Legal Description: 155 acres of the Mozea Rousseau Survey (Pecan Park Sections 1A, 1B, 2, and 7)
Property Owners: Ranch Road Development
Agent Contact: Scott Miller
Existing Use: Residential
Existing Zoning: Pecan Park Residential Planned Development
Future Land Use: Transitional Residential

BACKGROUND/HISTORY:

Section 5.140 of The City of Bastrop Subdivision Ordinance requires all new utilities to be installed underground. The City Council may waive required subdivision regulations when the requirements cause an unnecessary hardship to the subdivider and the variance does not depart from the intent of the code.

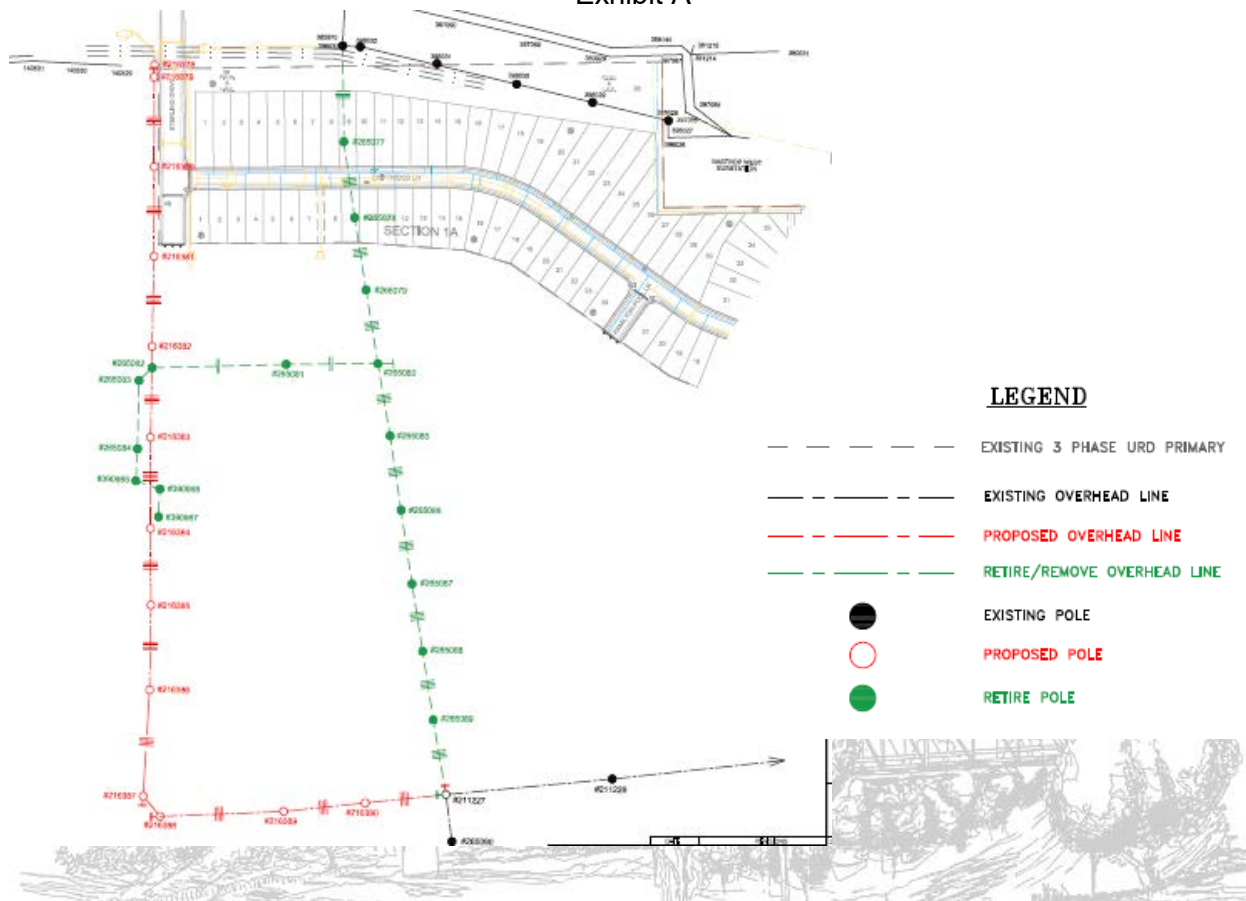
The applicant is seeking a subdivision variance to allow the relocation of an existing overhead Bluebonnet Electric line to the perimeter of the property (Attachment 2). The existing line runs through future sections 1A, 1B, 2, and 7 of Pecan Park, shown as the green line within Exhibit A. The proposed overhead line would be located at the edge of the property on the west side of Sterling Drive, and north of the Colorado River (south of the future Sections 2 and 7). The proposed line will be located within Bluebonnet Electric easements. The existing 3-phase line provides a needed service loop for Bluebonnet to provide more reliable service for this area of Bastrop. Since the existing line is an overhead on the site, the applicant is requesting a variance be approved to allow the line to remain overhead when it is relocated.

The primary purpose of the line to provide redundant service for consistent delivery of electricity

to customers of Bluebonnet Electric. The relocation as an overhead line will be at the edge of the subdivision, not running along any residential lots, and will not create issues for future individual homeowners. All new utilities that serve Pecan Park Residential will be installed underground, which complies with the intent of the code.



Exhibit A



POLICY EXPLANATION:

Compliance with the Emergency Ordinance No. 2018-1-A and 2018-2-A

This project meets the requirements for an Exception under both Emergency Ordinances. The project began prior to August 14, 2018, so this project is considered a Grandfathered Project as it continues to receive approvals in accordance with Chapter 245 of the Texas Local Government Code.

Chapter 10 Subdivision, Section 9 – Variance of the Subdivision Ordinance

The City Council may authorize a variance when a subdivider can show that a provision of these regulations would cause an unnecessary hardship if strictly adhered to, and where, because of some condition peculiar to the site, and when in the opinion of the City Council, a departure may be made without destroying the intent of such provisions.

Subdivision requirement for requested variance:

Chapter 13 – Subdivision, Section 5.140 – Underground Utilities

In new subdivisions (land which has never been subdivided) within the City of Bastrop all utilities (electric, cable, telephone, etc.) must be installed underground.

STAFF RECOMMENDATION:

Consider action to approve Resolution No. R-2019-26 of the City Council of the City of Bastrop, Texas to approve a subdivision variance to allow the relocation of an overhead electric line to remain overhead when all utilities are required to go underground within the Pecan Park Residential Planned Development, located west of Sterling Drive and north of the Colorado River, as shown in Exhibit A; within the city limits of Bastrop, Texas; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution
- Exhibit A: Pecan Park Line Relocate
- Attachment 1: Location Map
- Attachment 2: Letter from the Applicant
- PowerPoint Presentation



RESOLUTION NO. R-2019-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, TO APPROVE A SUBDIVISION VARIANCE TO ALLOW THE RELOCATION OF AN OVERHEAD ELECTRIC LINE TO REMAIN OVERHEAD WHEN ALL UTILITIES ARE REQUIRED TO GO UNDERGROUND WITHIN THE PECAN PARK RESIDENTIAL PLANNED DEVELOPMENT, LOCATED WEST OF STERLING DRIVE AND NORTH OF THE COLORADO RIVER, AS SHOWN IN EXHIBIT A; WITHIN THE CITY LIMITS OF BASTROP, TEXAS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, pursuant to the City of Bastrop Subdivision Ordinance, Section 9 - Variances, the City Council is able to waive required subdivision regulations when the requirements cause an unnecessary hardship to the subdivider and the variance does not depart from the intent of the code; and

WHEREAS, Ranch Road Development ("the Applicant") has requested a subdivision variance to waive the requirement to install all utilities underground; and

WHEREAS, there is an existing 3-Phase Bluebonnet Electric overhead electric line running through the proposed residential development; and

WHEREAS, the new overhead electric line will be a relocation of the existing line that provides redundant electric service for the entire area; and

WHEREAS, all other utilities that serve the new development will be provided underground; and

WHEREAS, the City Council finds that the installation of the existing line underground causes an unnecessary hardship to the applicant as the need for the line is not created by the new development.

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

Section 1: A subdivision variance to waive the requirement of the Subdivision Ordinance, Section 5.140 to place all utilities underground, located west of Sterling Drive and north of the Colorado River, as shown in Exhibit A, within the city limits of Bastrop, Texas, is hereby approved.

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

Section 3: This ordinance shall take effect upon passage and in accordance with the laws of the State of Texas.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 12th day of March 2019.

CITY OF BASTROP, TEXAS

APPROVED:

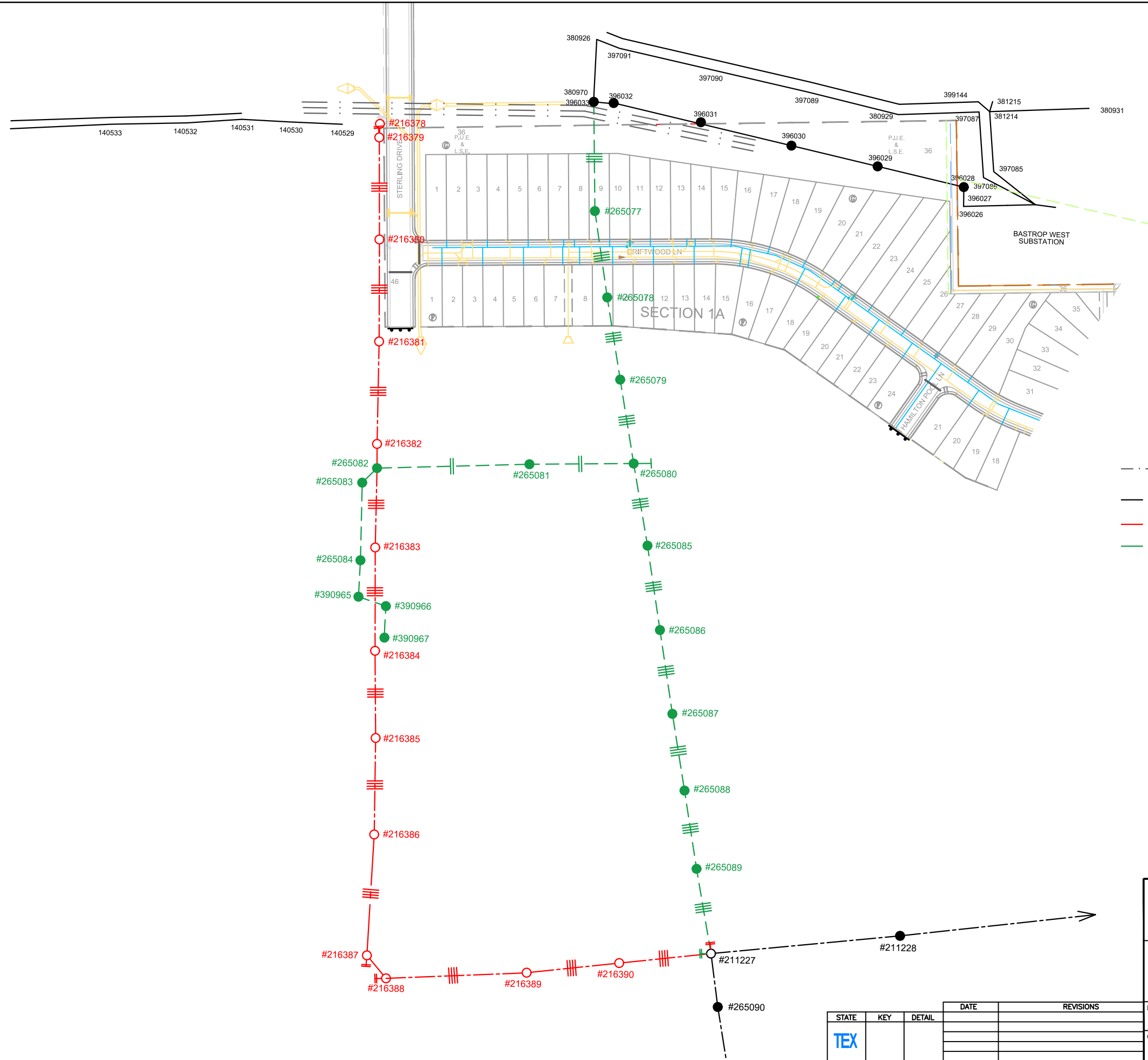
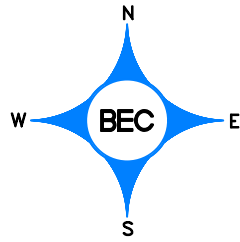
Connie B. Schroeder, Mayor

ATTEST:

Traci Chavez, Deputy City Secretary

APPROVED AS TO FORM:

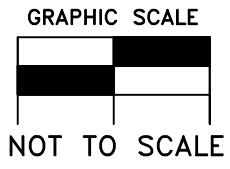
Alan Bojorquez, City Attorney



LEGEND

- EXISTING 3 PHASE URD PRIMARY
- EXISTING OVERHEAD LINE
- PROPOSED OVERHEAD LINE
- RETIRE/REMOVE OVERHEAD LINE
- EXISTING POLE
- PROPOSED POLE
- RETIRE POLE

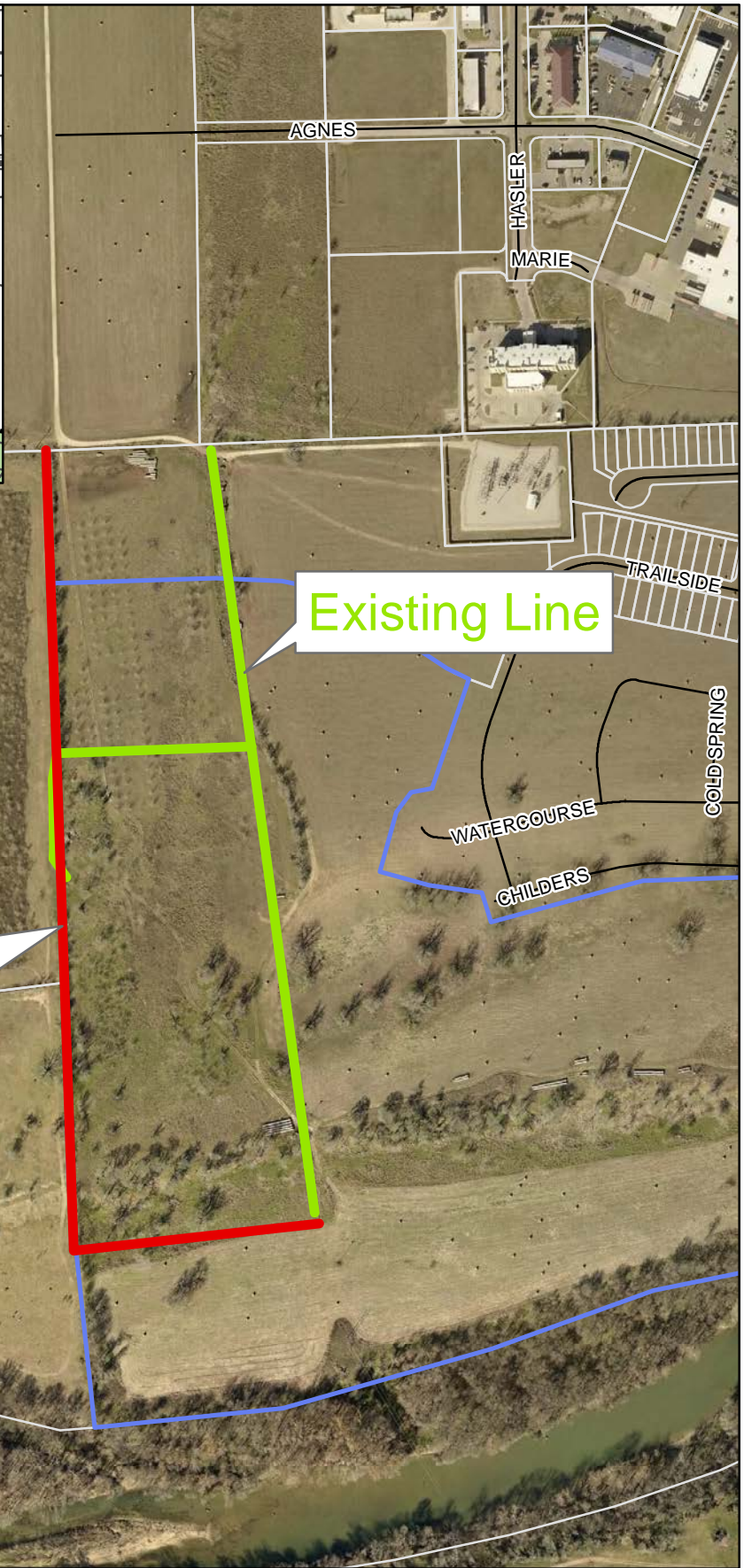
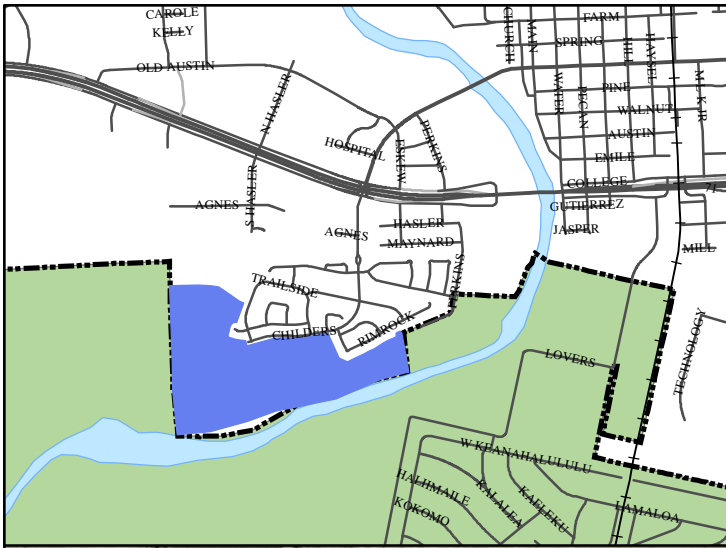
**PLN: 60249814
 O/H: 60249815
 URD: 60249816
 PRELIMINARY PLANS
 FOR SUB-CONTRACTOR
 ONLY
 FEBRUARY 21, 2019**



STATE	KEY	DETAIL	DATE	REVISIONS
TEX				

**COMPOSITE DRAWING FOR:
 PECAN PARK LINE RELOCATE**

DRAWN BY: BKL	DATE: 2/20/19	APPD. BY: BS	DWG. NO. BEC-XXXX
CHECKED BY: BS	WO. NO.: 60249815	SHEET NO.: 1 OF 1	

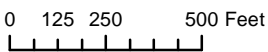


Proposed Relocated Line

Existing Line



**Location Map
Subdivision Variance
Pecan Park Sections 1A, 1B, 2, 7**



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

Date: 2/28/2019



January 4, 2019

Jennifer Bills
Planning Dept
City of Bastrop
1311 Chestnut Street
Bastrop, TX. 78602

RE: Pecan Park - existing overhead line relocation

Dear Jennifer:

Ranch Road Development ("RRD") is requesting a variance to the existing ordinance requiring all new utilities to be placed underground, Bastrop Code of Ordinances Section 5.140.

As we discussed at our meeting last week, we are intending to relocate the existing 3-phase power lines which currently extend north-south through our Sections 2, 1B and 1A. The new poles are proposed to be located in an existing 30-foot wide Blue Bonnet Electric easement along the western edge of Pecan Park - outside of the residential Sections.

Note all utilities within Pecan Park residential Sections are being installed underground.

We appreciate your timely attention to this matter - please let us know if you have any questions or comments.

Sincerely,

A handwritten signature in black ink, appearing to read 'Scott Miller', with a stylized, looping initial 'S'.

Scott Miller
Ranch Road Development

Items for Individual Consideration

Consider action to approve Resolution R-2019-26 of the City Council of the City of Bastrop, Texas, to approve a Subdivision Variance to allow the relocation of an overhead electric line to remain overhead when all utilities are required to go underground within the Pecan Park Residential Planned Development, located west of Sterling Drive and north of the Colorado River, as shown in Exhibit A; within the city limits of Bastrop, Texas; repealing all conflicting resolutions; and providing an effective date.

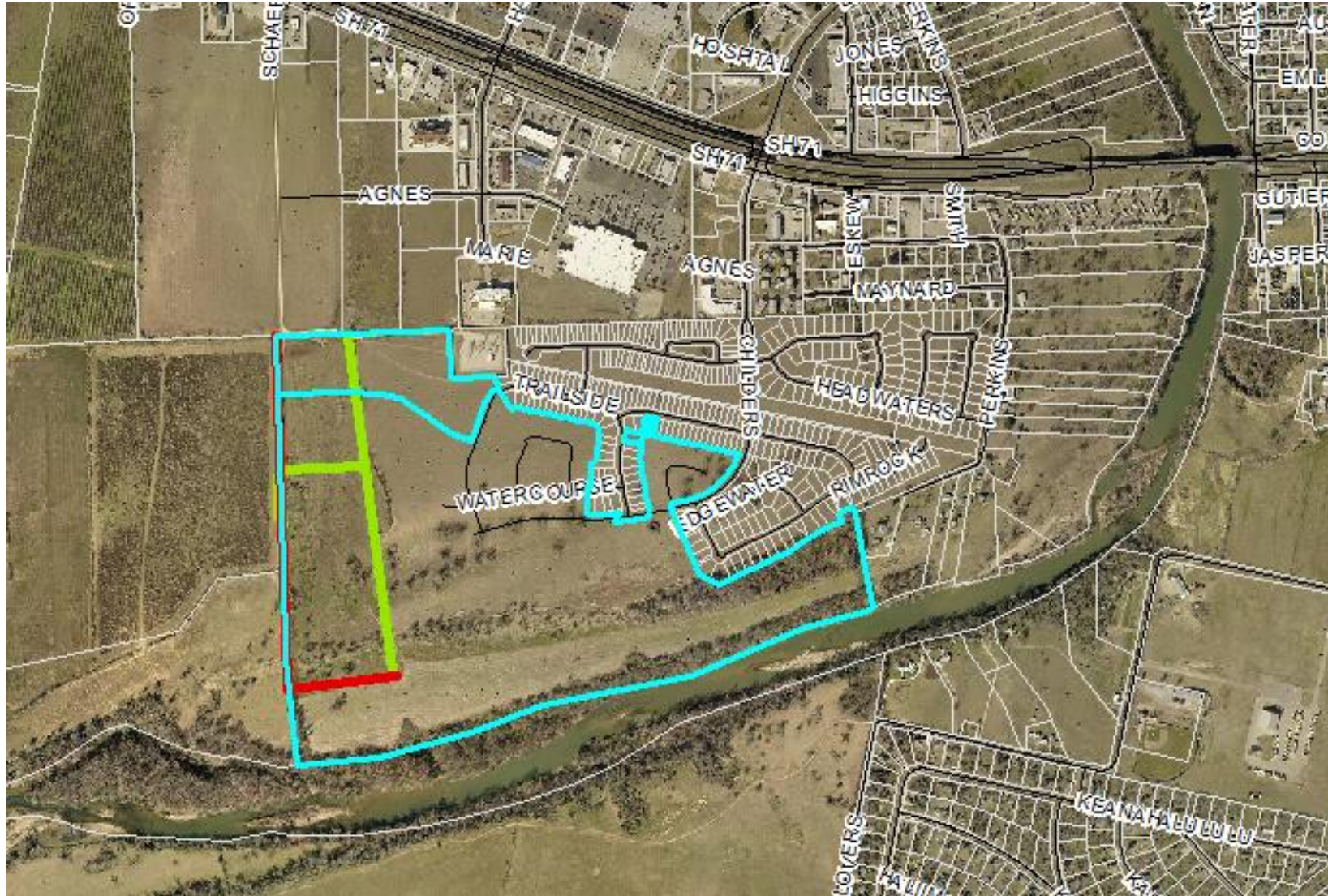


Request

- Consider action on a subdivision variance request to allow the relocation of an overhead electric line to remain overhead when all utilities are required to go underground.



Location



Overhead Line Relocation



Green line – Approx. location of existing overhead line

Red Line - Approx. location for proposed relocated overhead line

Policy – Subdivision Ordinance, Section 9

When an applicant can show that a provision of these regulations would cause necessary hardship if strictly adhered to, and where, because of some condition peculiar to the site, and when in the opinion of the City Council, a departure may be made without destroying the intent of such provisions the City Council may authorize a variance.



Compliance with the Moratorium

- This project was already under review prior to August 14, 2018, so it meets the requirements for an Exception.



Staff Recommendation

- Approval of the Subdivision Variance
 - The overhead electric line is already existing within the site.
 - The primary purpose of the line to provide redundant service for consistent delivery of electricity to customers of Bluebonnet Electric.
 - All lines serving the residential development will be underground.



Questions?





STAFF

REPORT

MEETING DATE: March 12, 2019

AGENDA ITEM: 12D

TITLE:

Consider action to approve Resolution No. R-2019-28 of the City Council of the City of Bastrop, Texas approving a contract to provide services as Presiding Municipal Judge to Blas Coy, Jr.; attached as Exhibit A; authorize the City Manager to execute necessary documentation; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:

Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

At the October 24, 2017 Council Meeting, Blas Coy, Jr. was appointed as Assistant Municipal Judge. He served in this capacity until January 2019 when he was appointed Presiding Judge, after the retirement of Charlotte Hinds. The change in job functions required a new contract for services and the establishment of a salary amount.

POLICY EXPLANATION:

The City of Bastrop Charter states that the Presiding Judge must be nominated by the Mayor and appointed by the Council and that the salary shall be fixed.

FUNDING SOURCE:

General Fund

RECOMMENDATION:

Consider action to approve Resolution No. R-2019-28 of the City Council of the City of Bastrop, Texas approving a contract to provide services as Presiding Municipal Judge to Blas Coy, Jr.; attached as Exhibit A; authorize the City Manager to execute necessary documentation; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution No. R-2019-28
- Contract for Presiding Municipal Judge

RESOLUTION NO. R-2019-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING A CONTRACT TO PROVIDE SERVICES AS PRESIDING MUNICIPAL JUDGE TO BLAS COY, JR.; ATTACHED AS EXHIBIT A; AUTHORIZE THE CITY MANAGER TO EXECUTE NECESSARY DOCUMENTATION; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Section 30.00006 of the Texas Government Code provides that the term of office for municipal judges “must be for a definite term of two or four years.”

WHEREAS, Section 5.02 of the City of Bastrop Home Rule Charter states that the Judge of the Municipal Court “shall be nominated by the Mayor and appointed by the Council”; and

WHEREAS, Section 7.01.003(a) of the Bastrop City Code provides that the presiding municipal judge “shall be appointed by the City Council for a term of two (2) years and shall be entitled to a salary set by the City Council.”

WHEREAS, the Presiding Judge of the Municipal Court retired on January 1, 2019; and

WHEREAS, the City of Bastrop is in need of a presiding Judge of the Municipal Court; and

WHEREAS, Blas Coy, Jr., has served as an Associate Municipal Judge for the City of Bastrop Municipal Court since October 24, 2017; and

WHEREAS, the City Council has the power to authorize the City Manager to execute a contract for services; and

WHEREAS, the City Council of the City of Bastrop, Texas has determined that it is in the best interest of the City of Bastrop and for the orderly operation of the City of Bastrop Municipal Court to appoint Blas Coy, Jr. as Presiding Judge of the Bastrop Municipal Court.

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

Section 1. The City hereby appoints, under the authority of Section 5.02 of the City of Bastrop Home Rule Charter and Section 7.01.003 of the Bastrop City Code, Blas Coy, Jr., to the position of Municipal Court Presiding Judge for a term of two (2) years.

Section 2. The City Manager is hereby authorized to execute a contract for Presiding Municipal Judge Services between the City of Bastrop, Texas and Blas Coy, Jr., (attached as Exhibit A) as well as all other necessary documents related to this contract.

Section 3. All orders 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. This Resolution shall take effect immediately from and after its passage, and it is so resolved

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop, Texas this 12th day of March 2019.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Traci Chavez, Deputy City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

STATE OF TEXAS
COUNTY OF BASTROP

§
§

AGREEMENT BETWEEN THE CITY OF BASTROP
AND
BLAS J. COY, JR.

This agreement is effective the 12th day of March 2019, between the City of Bastrop, acting through its duly elected City Council of the City of Bastrop and Blas J. Coy, Jr. as follows:

WITNESSETH:

WHEREAS, pursuant to the authority granted to the City Council through **The City Charter** and the laws of the State of Texas, the City Council of the City of Bastrop has appointed Blas J. Coy, Jr. as Presiding Municipal Court Judge; and

WHEREAS, the parties desire to enter into a written agreement setting forth all terms, conditions, and obligations of the parties;

NOW, THEREFORE, in consideration of the mutual covenants and promises, the parties agree as follows:

I. TERM

- 1.1 The term of this Agreement shall be for two years to run for the portion of such unexpired term as may remain at the time of the appointment, unless sooner terminated as provided by the terms of this Agreement.

2. SCOPE OF AGREEMENT

- 2.1 The purpose of this Agreement is to engage Blas J. Coy, Jr. for the express purpose of serving the City of Bastrop, Texas, as the City's Presiding Municipal Court Judge.
- 2.2 Blas J. Coy, Jr. shall perform all duties of the Municipal Court Judge of the City of Bastrop, Texas, as set forth in the current or revised **Charter of the City of Bastrop** as required by **The Code of the City of Bastrop, as amended**, by applicable State law, as it now exists or may be amended in the future, and the **Texas Code of Judicial Conduct**.
- 2.3 These duties include but are not limited to:
- Preside over Municipal Court for all criminal class C Misdemeanors, criminal jury and nonjury trials, pre-trial conferences, juvenile warnings and other cases appropriately tried in Municipal Court
 - Preside over civil truant conduct hearings/trials.

- Maintain a central docket of all cases filed in the City of Bastrop.
- Establish and maintain Court Security panel.
- Review and/or deny requests for continuances.
- Determine innocence or culpability (when hearing cases without a jury) and levies fine commensurate with the violation in such manner to preserve equity and uniformity in the application of existing laws and ordinances.
- Supervise the administration of juror notification and direct jurors in trial cases on their role in the interpretation and application of law.
- Be available, or have adequate associate judge expertise available, on a 24/7 basis, to review and/or sign complaints, summons, subpoenas, affidavits for search and arrest warrants, appeal bonds, etc.
- Support court activities with Municipal Court Clerk and City Prosecutor and other city departments.
- Review legislation and current case law affecting offenses and the criminal justice system and implement procedures to ensure compliance. Perform legal research as needed and determine fine amounts.
- Conduct hearings (including property, emergency protective order, code enforcement, dangerous dog, etc.).
- Daily jail magistrations – rights warnings, set bonds
- Juvenile hearings.
- Indigent hearings.
- Approve/Deny Personal Recognizance (PR) Bond requests.
- Issue warrants (search, arrest, mental health), summons, magistrate warnings, etc.
- Primarily responsible for the review and signing of all paperwork prepared by court clerks.

2.4 The City of Bastrop's regular Municipal Court shall be held at Bastrop Municipal Court located at 104 Grady Tuck Lane, Bastrop, Texas 78602. However, the City of Bastrop reserves the right to designate days of the week, hours, and alternate locations where the Municipal Court may be held in the event that facility should not be available.

2.5 The City Council shall have the power to create and establish additional Municipal Courts, with the same or separate jurisdictions, and to appoint an additional Magistrate for each Court so established.

2.6 Blas J. Coy, Jr. agrees to provide prompt, courteous, efficient, and professional services in the performance of his duties.

2.7 Blas J. Coy, Jr. shall deal with the administrative services of Municipal Court solely through the Municipal Court Clerk or the City Manager.

2.8 In the event Blas J. Coy, Jr. is unable to act for any reason, the Council may appoint an Alternate Municipal Court Judge to act in the Judge's place.

2.9 Blas J. Coy, Jr. shall meet with the City Attorney, City Manager, Director of Planning and Community Development, City Prosecutor, and the Chief of Police, or such officials' respective designees, on request, to discuss procedures within the Municipal Court.

3. SALARY AND BENEFITS

3.1 Blas J. Coy, Jr. shall be deemed an independent contractor of the City.

3.2 The City agrees to pay Blas J. Coy, Jr. annually at \$53,000, paid monthly in the amount of \$4,417 for all the duties sited in section 2.3, which equate to approximately 1,000 hours annually.

3.3 Blas J. Coy, Jr. shall pay all applicable local, state, federal taxes, including income tax, withholding tax, social security tax, and pension contributions, if any.

3.4 The City agrees to pay Blas J. Coy, Jr. travel and expenses to attend the Texas Municipal Courts Education Center ("TMCEC") judges training, up to a maximum of three (3) days annually. Blas J. Coy, Jr. is required to attend the TMCEC judges training each year during the term of this contract.

4. TERMINATION

4.1 Blas J. Coy, Jr. may terminate this Agreement at any time, with or without notice.

4.2 Blas J. Coy, Jr. shall waive all claims for compensation if not claimed within thirty (30) days for the date of the termination of this Agreement.

5. GENERAL PROVISIONS

5.1 If any provision of this Agreement shall, for any reason, be held to violate of any applicable law, the invalidity of such a specific provision of this Agreement shall not be deemed to invalidate any other provisions of this Agreement, which shall remain in full force and effect unless removal of the invalid provisions destroy the legitimate purposes of this Agreement, in which event the parties shall deem this Agreement canceled.

5.2 The paragraph headings used in this Agreement are descriptive only and shall have no legal force or effect.

- 5.3 This Agreement represents the entire agreement by and between the parties, except as otherwise provided in this Agreement, and it may not be changed except by written amendment duly executed by all parties.
- 5.4 This Agreement shall be subject to and governed by the laws of the State of Texas. Any and all obligations or payments are due and payable in the City of Bastrop, Bastrop County, Texas.

IN WITNESS WHEREOF, the City Council of the City of Bastrop, by and through the Mayor, has caused this Agreement to be executed and that upon execution thereof, it shall be deemed the act and deed of the City of Bastrop.

[SIGNATURES FOLLOW ON PAGE 4]

CITY OF BASTROP, TEXAS

BY: _____
Connie Schroeder, Mayor

BY: _____
Blas J. Coy, Jr., Presiding Municipal Court Judge

ATTEST: _____
Traci Chavez, Deputy City Secretary