

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



November 08, 2022
Regular City Council Meeting at 6:30 PM

Executive Session at 5:00 PM

Regular Meeting at 6:30 PM

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

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

PLEASE NOTE: ANYONE IN ATTENDANCE WISHING TO ADDRESS THE COUNCIL MUST COMPLETE A CITIZEN COMMENT FORM AND GIVE THE COMPLETED FORM TO THE CITY SECRETARY PRIOR TO THE START OF THE CITY COUNCIL MEETING. ALTERNATELY, IF YOU ARE UNABLE TO ATTEND THE COUNCIL MEETING, YOU MAY COMPLETE A CITIZEN COMMENT FORM WITH YOUR COMMENTS AT CITYOFBASTROP.ORG/CITIZENCOMMENT AT LEAST TWO HOURS BEFORE THE MEETING STARTS ON THE REQUESTED DATE. COMMENTS SUBMITTED BY THIS TIME WILL BE GIVEN TO THE CITY COUNCIL DURING THE MEETING AND INCLUDED IN THE PUBLIC RECORD, BUT NOT READ ALOUD. COMMENTS FROM EACH INDIVIDUAL IN ATTENDANCE WILL BE LIMITED TO THREE (3) MINUTES.

- 1. CALL TO ORDER - EXECUTIVE SESSION - 5:00 P.M.**

2. EXECUTIVE SESSION

2A. City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 to seek the advice of legal counsel regarding the law as it applies to sign regulations for Digital Billboards (i.e., Off-Premises Electronic Message Centers with LED Lights).

Submitted by: Sylvia Carrillo, City Manager

2B. City Council shall convene into closed executive session pursuant to Texas Government Code sections 551.071 and 551.072 to seek the advice of legal counsel and discuss potential acquisition of real estate relating to the Simsboro Aquifer Water Treatment Plant, Well Field and Transmission Facilities project, and other real property.

Submitted by: Sylvia Carrillo, City Manager

2C. City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 to seek the advice of legal counsel regarding Personnel matters involving the Texas Municipal Retirement System.

Submitted by: Sylvia Carrillo, City Manager

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 - Isaiah Villegas and Emmaly Ledezma, Emile Elementary

TEXAS PLEDGE OF ALLEGIANCE - *Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.*

6. INVOCATION - Robert Wellington, Police Chaplain

7. OATH OF OFFICE

7A. Swearing in of **Ben Whitehead as an Attorney and Counselor at Law.**
Swearing Oath of Office, The Honorable Chris Duggan, State District Judge, District 423

8. PRESENTATIONS

8A. Mayor's Report

8B. Council Members' Report

8C. City Manager's Report

8D. A proclamation of the City Council of the City of Bastrop, Texas and the Bastrop County Commissioners Court recognizing November 11, 2022, as Veterans Day.

Submitted by: Ann Franklin, City Secretary

9. WORK SESSIONS/BRIEFINGS - NONE

10. STAFF AND BOARD REPORTS

[10A.](#) Receive presentation on the FY 2022 Fourth Quarterly Report.

Submitted by: Rebecca Gleason, Assistant City Manager

[10B.](#) Receive presentation on development opportunities in Block 9 of Fairview Cemetery.

Submitted by: Tracy Waldron, Chief Financial Officer

11. CITIZEN COMMENTS

At this time, three (3) minute comments will be taken from the audience on any topic. Anyone in attendance wishing to address the Council must complete a citizen comment form and give the completed form to the City Secretary prior to the start of the City Council meeting. Alternately, if you are unable to attend the council meeting, you may complete a citizen comment form with your comments at www.cityofbastrop.org/citizencommentform at least two hours before the meeting starts on the requested date. Comments submitted by this time will be given to the City Council during the meeting and included in the public record, but not read aloud. In accordance with the Texas Open Meetings Act, if a citizen discusses any item not on the agenda, City Council cannot discuss issues raised or make any decision at this time. Instead, City Council is limited to making a statement of specific factual information or a recitation of existing policy in response to the inquiry. Issues may be referred to City Manager for research and possible future action.

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

12. CONSENT AGENDA

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

[12A.](#) Consider action to approve City Council amended minutes from the October 3, 2022, Special meeting; and minutes from the October 25, 2022, Regular meeting.

Submitted by: Ann Franklin, City Secretary

13. ITEMS FOR INDIVIDUAL CONSIDERATION

[13A.](#) Consider action to approve Resolution No. R-2022-107 of the City Council of the City of Bastrop, approving the 2022 Tax Roll and Tax Levy; providing for a repealing clause; and providing for an effective date.

Submitted by: Tracy Waldron, Chief Financial Officer

[13B.](#) Consider action to approve the first reading of Ordinance No. 2022-27 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2023 to address project carryover, fleet orders not received by the end of FY 2022, and personnel reorganization 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; establishing an effective date, and move to include on the December 13, 2022, City Council agenda for a second reading.

Submitted by: Tracy Waldron, Chief Financial Officer

[13C.](#) Consider action to approve Resolution No. R-2022-108 of the City Council of the City of Bastrop, Texas to award a Grant Administrative Service contract to GrantWorks, Inc. for the preparation of the City's 2022-2023 Texas Community Block Grant (TXCDBG) application and subsequent administrative services, if funded, as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

Submitted by: Tracy Waldron, Chief Financial Officer

[13D.](#) Consider action to approve Resolution No. R-2022-109 of the City Council of the City of Bastrop, Texas, approving a contract with Electric Cab North America to provide transportation services in the amount not to exceed one hundred and seventeen thousand, nine hundred and ten dollars (\$117,910); attached in Exhibit B; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

Submitted by: Rebecca Gleason, Assistant City Manager

[13E.](#) Consider action to approve Resolution NO. R-2022-110 of the City Council of the City of Bastrop, authorizing the City Manager to enter into an agreement with Kimley Horn Engineering to perform quiet zone corridor planning, for the amount of sixty-nine thousand eight hundred dollars and zero cents (\$69,800.00) as shown in Exhibit A, including a severability clause; and establishing an effective date.

Submitted by: Trey Job, Assistant City Manager

[13F.](#) Consider action to approve the extension of a Letter of Intent between the City of Bastrop and Sunway Hospitality to establish a partnership toward the development of a 130-150 room hotel, update to the City of Bastrop Convention & Exhibit Center façade, development of associated kitchen facilities, and supportive retail.

Submitted by: Rebecca Gleason, Assistant City Manager

[13G.](#) Consider action to approve Resolution No. R-2022-111 of the City Council of the City of Bastrop, Texas awarding a community support service agreement for operating, marketing, and staffing a historical museum and visitor center and providing visitor center services to the Bastrop County Historical Society, at a cost of Two Hundred and Fifty-One Thousand and Three Hundred Ninety-Seven and 00/100 dollars (\$251,397.00) attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the contract; providing for a repealing clause; and establishing an effective date.

Submitted by: Candice Butts, Main Street Manager

13H. Consider action to approve Resolution No. R-2022-112 of the City Council of the City of Bastrop, Texas awarding a community support service agreement for services associated with operating, marketing, and providing of cultural art, to the Lost Pines Art Center, at a cost of One Hundred Twenty-Nine Thousand and Six Hundred and Sixty and 00/100 dollars (\$129,660.00) attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the contract; providing for a repealing clause; and establishing an effective date.

Submitted by: Candice Butts, Main Street Manager

13I. Consider action to approve Resolution No. R-2022-113 of the City Council of the City of Bastrop, Texas awarding a community support service agreement for services associated with operating, marketing, and providing of cultural art and theater services, to the Bastrop Opera House, at a cost of One Hundred and Forty-Seven Thousand and Eight Hundred Eighteen 00/100 Dollars (\$147,818.00) attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the contract; providing for a repealing clause; and establishing an effective date.

Submitted by: Candice Butts, Main Street Manager

14. ADJOURNMENT

All items on the agenda are eligible for discussion and action unless specifically stated otherwise.

The Bastrop City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and 551.087 (Economic Development), and §551.086 (Competitive Matters regarding Electric Utility).

I, the undersigned authority, do hereby certify that this Notice of Meeting as posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Bastrop City Hall, a place of convenient and readily accessible to the general public, as well as to the City's website, www.cityofbastrop.org and said Notice was posted on the following date and time: Thursday, November 3, 2022, at 5:00 p.m. and remained posted for at least two hours after said meeting was convened.

/S/Ann Franklin
Ann Franklin, City Secretary



STAFF REPORT

MEETING DATE: November 8, 2022

TITLE:

City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 to seek the advice of legal counsel regarding the law as it applies to sign regulations for Digital Billboards (i.e., Off-Premises Electronic Message Centers with LED Lights).

AGENDA ITEM SUBMITTED BY:

Submitted by: Sylvia Carrillo, City Manager



STAFF REPORT

MEETING DATE: November 8, 2022

TITLE:

City Council shall convene into closed executive session pursuant to Texas Government Code sections 551.071 and 551.074 to seek the advice of legal counsel and discuss potential acquisition of real estate relating to the Simsboro Aquifer Water Treatment Plant, Well Field and Transmission Facilities project.

AGENDA ITEM SUBMITTED BY:

Submitted by: Sylvia Carrillo, City Manager



STAFF REPORT

MEETING DATE: November 8, 2022

TITLE:

City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 to seek the advice of legal counsel regarding Personnel matters involving the Texas Municipal Retirement System.

AGENDA ITEM SUBMITTED BY:

Submitted by: Sylvia Carrillo, City Manager



STAFF REPORT

MEETING DATE: November 8, 2022

TITLE:

Mayor's Report

AGENDA ITEM SUBMITTED BY:

Submitted by: Sylvia Carrillo, 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:

1. PowerPoint

Mayor's Report

November 8, 2022



Latest Activities

Oct 24 – Nov 1

Item 8A.

Events in 2022: 283

4th Annual Women's Leadership Luncheon



Halloween Pecan Street



Early Voting

Planned Events

Nov 2-8

Item 8A.

- November 2 – First Responders Luncheon
- November 3
 - Welcome Cedar Creek Intermediate Students
 - JOL Ribbon Cutting
 - Judge Chili Cook off
 - Farm Street Opry Host
- November 4
 - Arbor Day/Barbara Wolanski Memorial Event
 - Lost Pines Art Center Light Up Lost Pines
- November 5
 - Art Fest 2022 (Lost Pines Art Center)
 - Free to Learn: The Hopewell Rosenwald School Story
- November 8 ELECTION DAY
 - Government Affairs
 - City Council

Upcoming Events & City Meetings

Item 8A.

- November 9
 - CAPCOG Executive Committee
 - Clear Air Coalition
 - Bastrop Kids Teeth Ribbon Cutting
- November 12
 - Veterans Day Ceremony (Courthouse Grounds)
 - Heroes and Hot Rods Car Show
 - Red White and Blue Veterans Dinner
- November 15
 - Bastrop County Cares Senior Event
 - Heart of Bastrop Filming
 - HOTWORX Ribbon Cutting
- November 16 – BHS Annual Military Inspection
- November 17
 - TML EDC Conference
 - ReMax Ribbon Cutting
- November 18
 - TML EDC Conference
 - Mural Ribbon Cutting
- Nov 21 – BEDC Board Meeting
- Nov 30 – Community Support Quarterly Meeting
- December 1 – Cedar Creek Intermediate Guest Speaker
- December 7 – Chamber Luncheon
- December 9 – BCHS Rendezvous
- December 10
 - Home Tour
 - Lighted Christmas Parade
- December 13
 - Government Affairs
 - City Council Meeting





STAFF REPORT

MEETING DATE: November 8, 2022

TITLE:

Council Members' Report

AGENDA ITEM SUBMITTED BY:

Submitted by: Sylvia Carrillo, 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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- (6) announcements involving an imminent threat to the public health and safety of people in the political subdivision that has arisen after the posting of the agenda.



STAFF REPORT

MEETING DATE: November 8, 2022

TITLE:

City Manager's Report

AGENDA ITEM SUBMITTED BY:

Submitted by: Sylvia Carrillo, 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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- (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.



CITY MANAGER REPORT

MEETING DATE: November 8, 2022

AGENDA ITEM: 7C

Items to Highlight

1) Groundwater district moratorium

On October 27, the Lost Pines Groundwater Conservation District (LPGCD) placed a temporary moratorium on the issuance of new ground water permits until July 1, 2023. According to the District General Manager, "The District is in the process of developing new rules regarding the issuance of permits which require some extensive hydrogeologic backing. The District also just signed a contract with a new hydrogeology consulting group and its going to take some time to get them up to speed. The temporary suspension is meant to give the District time to get the new rules developed and incorporate any changes to Chapter 36 made by the legislature during the upcoming session... There will likely be a limited rules update this fall to do some rules clean up and set up the larger changes anticipated for next year." The city will continue to monitor and work in conjunction with LPGCD.

2) Solid waste survey

On October 31, 2022, the Solid Waste survey went live. The purpose of the survey is to determine residents needs/wants in order to establish a scope for a future Request for Proposals. The link is available on the City's website at www.cityofbastrop.org It was also printed on the utility bills and a direct link to the survey can be found here:

<https://forms.office.com/Pages/ResponsePage.aspx?id=YK5EFfwKKkqfIT0x1YQ8uaVkvJmTjJxBk4Zc0qqhnr9UOU4yR0IQNVUyQ1dJWDAzUzZQQ1M5NTY2TyQIQCNOPWcu>

3) Ad hoc development services group

In early October, the city manager met with a group of 16 development community members who shared a frustration with the B3 Code, process, and enforcement of the code. The city manager asked the group to organize, more formally, as an Ad Hoc group to consist of a cross section of representation, with whom regularly scheduled meetings could be had, to begin working on improvements to the B3 code and internal processes. Additionally, the city manager has begun discussion with staff on improvements to internal processes.

4) eCab information and extension

The city's eCab grant funding will end November 30, 2022. Due to the program's popularity and high utilization rate, council will act at the next scheduled meeting on November 8, to extend the service contract as well as appropriate funding that was approved at the FY 23 budget adoption. Although there is a change in operational hours, there will be no interruption of service. There is additional information provided in the agenda packet as item number 13D.

5) Structure Fire

On November 1, at 11:27PM, fire personnel were called to 502 Linden Street, Sunrise Apartments, for a fire alarm. While investigating and attempting to make entry crews were advised of an elderly female that was possibly trapped. Crews forced entry into the lower apartment and found food burning on the kitchen stove. An elderly female was also in the apartment. The victim was assisted by EMS on scene and is OK. The fire was extinguished, and minor damage was done to the stove. This incident highlights the importance of fire alarms and the role they play in fire safety for the entire community.





STAFF REPORT

MEETING DATE: November 8, 2022

TITLE:

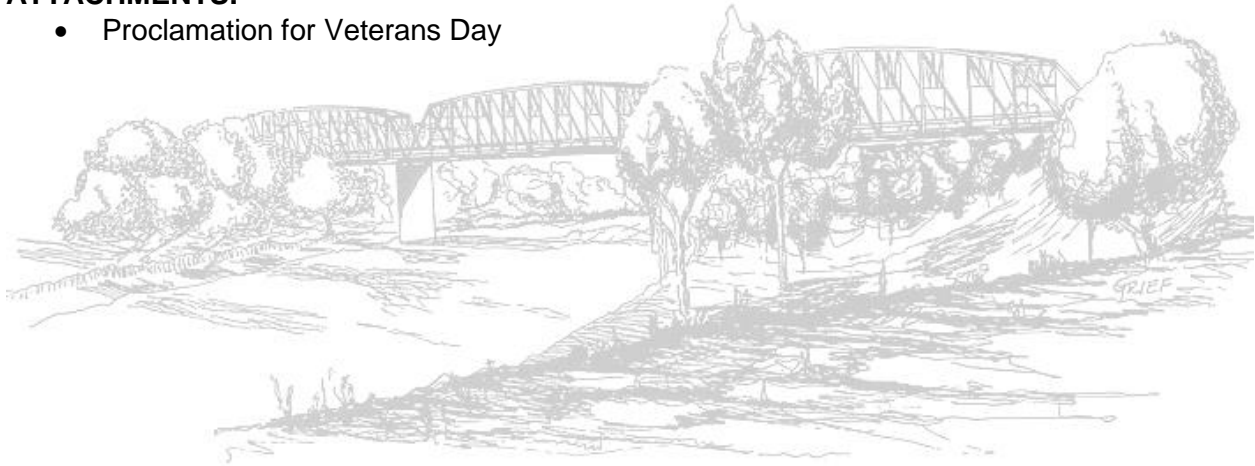
A proclamation of the City Council of the City of Bastrop, Texas and the Bastrop County Commissioners Court recognizing November 11, 2022, as Veterans Day.

STAFF REPRESENTATIVE:

Submitted by: Ann Franklin, City Secretary

ATTACHMENTS:

- Proclamation for Veterans Day



**Joint Resolution Of the
County of Bastrop and City of Bastrop**

Veterans Day, November 11, 2022

Whereas, the Bastrop City Council and the Bastrop County Commissioners Court come together on Veterans Day to pay tribute to the men and women who serve our great nation with distinction in the United States Armed Forces, both in peace time and in war; and

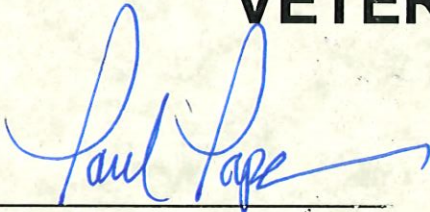
Whereas, on Veterans Day Americans across this land thank our Veterans for their service in the Army, Navy, Air Force, Marines, and Coast Guard, whether Active Duty, Reserve, or National Guard; and

Whereas, on Veterans Day our community expresses our continuing sense of gratitude to the men and women who give so much in the defense of the freedoms we all enjoy; and

Whereas, at this time of special recognition, local Veterans organizations along with the Bastrop Area Cruisers' pay tribute to our Veterans by hosting the Veterans Day Classic Car Show, and the Red, White, and Blue Veterans of Bastrop County organization hosts a banquet to honor our Veterans.

Now, therefore, be it resolved that the Bastrop County Commissioners Court and the Bastrop City Council hereby join together to honor all Bastrop County Veterans and encourage our citizens to join in the celebrations of

VETERANS DAY, 2022



Paul Pape
Bastrop County Judge



Connie Schroeder
City of Bastrop Mayor



STAFF REPORT

MEETING DATE: November 8, 2022

TITLE:

Receive presentation on the FY 2022 Fourth Quarterly Report.

AGENDA ITEM SUBMITTED BY:

Submitted by: Rebecca Gleason, Assistant City Manager

BACKGROUND/HISTORY:

The Assistant City Manager for Community Engagement will be providing the City Council a Quarterly Report overview to include updates on Financial Reports, Investment Reports, Capital Improvement Projects, Management Projects, and projects supporting Council's 9 Focus Areas for the Fiscal Quarter that just ended.

The objectives of preparing and presenting a Quarterly Report are to track trends across our ongoing data sources in a single place, as well as to communicate to Council the progress that is being made under each of the 9 Focus Areas. The reports can be used as a resource by Council for making decisions and setting priorities during the budget season.

ATTACHMENTS:

1. <https://www.cityofbastrop.org/page/city.quarterlyreport>



STAFF REPORT

MEETING DATE: November 8, 2022

TITLE:

Receive presentation on development opportunities in Block 9 of Fairview Cemetery.

AGENDA ITEM SUBMITTED BY:

Submitted by: Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

The Fairview Cemetery Advisory Board has been working on a plan to develop Block 9 to expand plot availability for sale. Plot inventory is getting low in the open sections. In addition, an increase in cremations has helped to identify a need for a columbarium option for the interment of ashes.

This section is undeveloped land, which is already owned by Fairview Cemetery, and is estimated to add approximately 1,148 plots/niches for sale. The City has engaged the services of Luck Design Team for Master Planning Preparation Services. A survey of the section has been made and several discussions have been held regarding the type of design desired in this section, including the addition of a columbarium unit for interment of ashes.

The City has received preliminary costs for engineering and construction, including the columbarium units. The total estimated cost fully built out is \$865,610. This number will get refined as engineering is completed and bids are received for construction. The City has asked for the qualifications of the engineering firm that provided the estimated costs. This firm has done previous cemetery projects.

The Fairview Cemetery Advisory Board has participated in the design discussions and is making this request to City Council to continue moving forward with engineering services. The Cemetery Fund has some available fund balance to help fund a portion of the engineering phase. The request for additional funds would be in the form of an Interfund Loan from the General Fund. We do not currently have such a policy but will be working on one to bring back to City Council for approval.

Once we select an engineer we will contract for services and move forward with design. This engineering contract would have to come back to City Council for approval. It is projected that design and bidding will take up most of FY2023.

The City will also work to create a communications program for the presale of columbarium niches and plots in Section 9.

FUNDING SOURCE:

Interfund loan to Cemetery Fund from the General Fund

RECOMMENDATION:

Tracy Waldron, CFO is looking for consensus on the design plan and the funding options.

Fairview Cemetery

Section 9 Development

- Plot inventory getting low (49 in sections open) – Section K has around 120 but very hard to mark
- Undeveloped land owned already
- Increase in cremations (need for Columbarium)

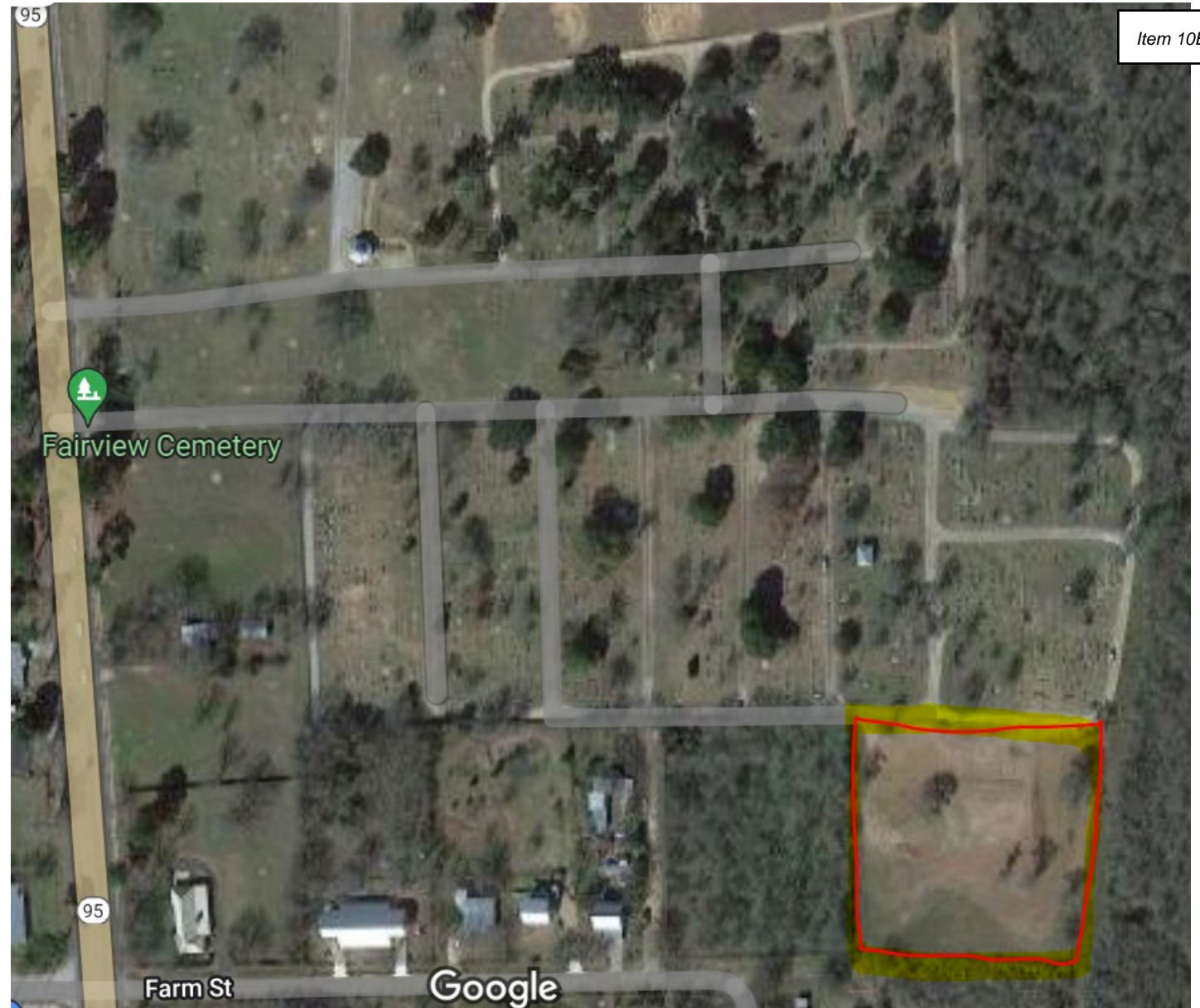
Fairview Cemetery

Section 9 Development

- Dec. 2021 – engaged Luck Design Team LLC
- Meetings with Advisory Board – 4/14/22; 5/17/22; 6/21/22
- Final design plans were presented
- Advisory Board recommendations to City Council

Fairview Cemetery Section 9 Development

Location of
Section 9



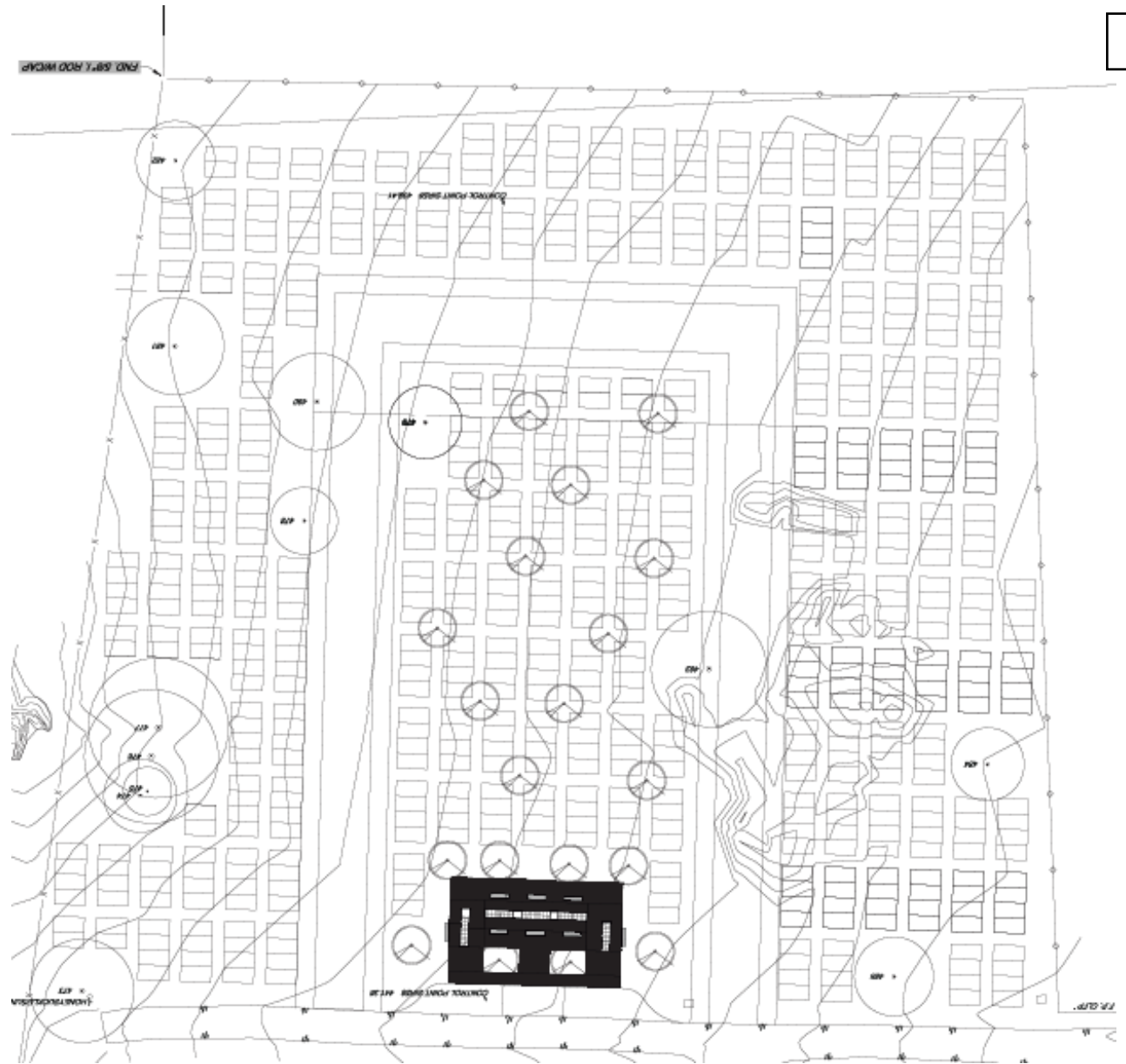
Item 10B.

Fairview Cemetery Section 9 Development

Design adds:

Niches 480

Plots 668



Fairview Cemetery Section 9 Development

Design plan includes a Columbarium plaza, interior road, water lines, trees, plot row markings, benches.



Fairview Cemetery

Section 9 Development – Financial Analysis

<u>Sales</u>		<u>Price</u>	<u>Revenue</u>			
Plots	668	\$ 2,500	\$ 1,670,000			
Niches	480	\$ 1,500	\$ 720,000	Avg Annl Rev	years	
		Subtotal	\$ 2,390,000	\$ 90,000	27	
<u>Costs</u>			<u>OPC Estimate</u>			
Engineering			\$ 131,862			
Roadway			\$ 153,368			
Wtr/Fencing/Lighting			\$ 11,740			
Central Columbarium			\$ 286,472		\$ 994.69	price for Niche
Side Columbariums			\$ 146,477	could be future		
Misc			\$ 13,400			
Contingency (20%)			\$ 122,291			
		Subtotal	\$ 865,610			
		Profit	\$ 1,524,390			

Fairview Cemetery

Section 9 Development – Next Steps

- Engage an Engineering firm to start design – Cemetery Fund
- Develop a borrowing policy for construction phase – Cemetery Fund to seek Interfund loan from General Fund
- Create a communications program for presale of niches



STAFF REPORT

MEETING DATE: November 8, 2022

TITLE:

Consider action to approve City Council amended minutes from the October 3, 2022, Special meeting; and minutes from the October 25, 2022, Regular meeting.

AGENDA ITEM SUBMITTED BY:

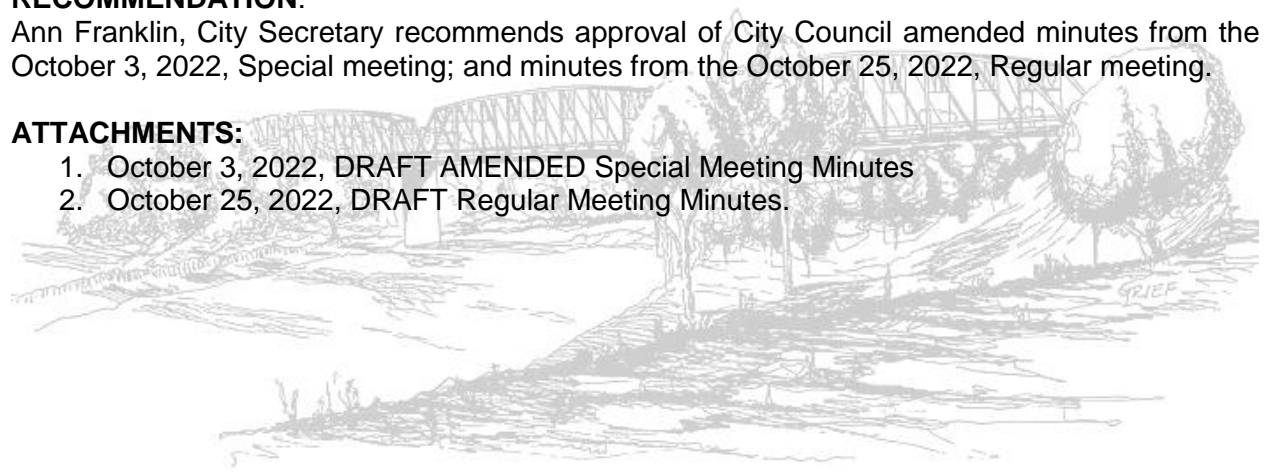
Submitted by: Ann Franklin, City Secretary

RECOMMENDATION:

Ann Franklin, City Secretary recommends approval of City Council amended minutes from the October 3, 2022, Special meeting; and minutes from the October 25, 2022, Regular meeting.

ATTACHMENTS:

1. October 3, 2022, DRAFT AMENDED Special Meeting Minutes
2. October 25, 2022, DRAFT Regular Meeting Minutes.



MINUTES OF SPECIAL COUNCIL MEETING

OCTOBER 3, 2022

The Bastrop City Council met on Monday, October 3, 2022, at 4:30 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were: Mayor Schroeder and Mayor Pro Tem Rogers and Council Members Lee, Plunkett, and Crouch and Kirkland. Officers present were: Acting City Manager, Trey Job; City Secretary, Ann Franklin; and City Attorney, Alan Bojorquez.

CALL TO ORDER

Mayor Schroeder called the meeting to order at 4:30 p.m. with a quorum present. Council Member Kirkland was absent.

OATH OF OFFICE

2A. New City Manager, Sylvia Carrillo.

Swearing Oath of Office, The Honorable Chris Duggan, State District Judge, District 423

- Reception immediately following the meeting

CITIZEN COMMENTS - NONE

Adjourned at 4:33 p.m. without objection.

APPROVED:

ATTEST:

Mayor Connie Schroeder

City Secretary Ann Franklin

The Minutes were approved on November 8, 2022, by Council Member _____ motion, Council Member _____ second. The motion was approved on a _____ vote.

OCTOBER 25, 2022

The Bastrop City Council met in a regular meeting on Tuesday, October 25, 2022, at 5:00 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were Mayor Schroeder and Mayor Pro Tem Rogers and Council Members Lee, Plunkett, Crouch and Kirkland. Officers present were City Manager, Sylvia Carrillo; City Secretary, Ann Franklin; and City Attorney, Alan Bojorquez.

CALL TO ORDER

Mayor Schroeder called the meeting to order at 5:00 p.m. with a quorum present.

EXECUTIVE SESSION

The City Council met at 5:00 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, et seq, to discuss the following:

- 2A. City Council shall convene into closed executive session pursuant to Texas Government Code sections 551.071 and 551.072 to seek the advice of legal counsel and discuss potential acquisitions of real estate relating to the Agnes Street and Vista Puente Drive right of ways and related infrastructure, and another miscellaneous property.

Mayor Schroeder recessed the Executive Session at 6:30 p.m.

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

No action taken.

CALL TO ORDER – REGULAR SESSION

Mayor Schroeder called the Regular Council Meeting to order at 6:30 p.m.

PLEDGE OF ALLEGIANCE

Noah Tawater and Ashley Villegas, Lost Pines Elementary PALS, led the pledges.

INVOCATION

Cliff Sparks, Bastrop Police Chaplain, gave the invocation.

PRESENTATIONS

- 7A. Mayor's Report
- 7B. Council Members' Report
- 7C. City Manager's Report
- 7D. A proclamation of the City Council of the City of Bastrop, Texas, recognizing November 4, 2022, as City of Bastrop Arbor Day.
Submitted by: Ann Franklin, City Secretary
Proclamation was read into record by Mayor Connie Schroeder and accepted by Curtis Hancock, Director Public Works Department and Betty Rucker and Kerry Fossler, Parks Board Members.

WORK SESSIONS/BRIEFINGS - NONE**STAFF AND BOARD REPORTS - NONE****ITEMS FOR INDIVIDUAL CONSIDERATION**

12G. Consider action to approve Resolution No. R-2022-84 of the City Council of the City of Bastrop, Texas to award a Professional Services contract to Stantec Consulting Services Inc. to provide engineering services for the Park & Recreation Master Plan in an amount not to exceed \$290,000 and authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

Submitted by: Rebecca Gleason, Assistant City Manager

This item was pulled from the agenda.

CITIZEN COMMENTS**SPEAKER(S)**

Gary Moss
1706 Wilson St
Bastrop, Tx 78602

CONSENT AGENDA

A motion was made by Council Member Plunkett to approve Items 11B, 11C, 11D, 11E, 11F, and 11G, and as listed on the Consent Agenda after being read into the record by City Secretary, Ann Franklin. Seconded by Council Member Lee, motion was approved on a 5-0 vote.

11B. Consider action to approve Resolution No. R-2022-97 of the City Council of the City of Bastrop, Texas approving a Public Improvement Plan Agreement with Hunt Communities for The Colony MUD 1D Section 3, as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

Submitted by: Jennifer C. Bills, Director of Planning & Development

11C. Consider action to approve Resolution No. R-2022-96 of the City Council of the City of Bastrop, Texas approving a Public Improvement Plan Agreement with Hunt Communities for The Colony MUD 1D Section 2, as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

Submitted by: Jennifer C. Bills, Director of Planning & Development

11D. Consider action to approve Resolution No. R-2022-95 of the City Council of the City of Bastrop, Texas approving a Public Improvement Plan Agreement with Hunt Communities for The Colony MUD 1C Section 2 – Rosewood Path Extension, as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

Submitted by: Jennifer C. Bills, Director of Planning & Development

- 11E. Consider action to approve Resolution No. R-2022-101 of the City Council of the City of Bastrop, Texas, approving a task order with MWM DesignGroup to provide the services of City Engineer in the amount of One Hundred Nineteen Thousand Six Hundred Dollars (\$119,600.00); attached in Exhibit B; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.
Submitted by: Fabiola de Carvalho, AMP MIAM, Director of Engineering and Capital Project Management
- 11F. Consider action to approve Resolution No. R-2022-98 of the City Council of the City of Bastrop, Texas appointing City Manager Sylvia Carrillo to fill the vacancy as the General Assembly Representative to the Capital Area Council of Government (CAPCOG); authorizing the Mayor to execute all necessary documents; providing for a repealing clause; and establishing an effective date.
Submitted by: Ann Franklin, City Secretary
- 11G. Consider action to approve Resolution No. R-2022-104 of the City Council of the City of Bastrop, Texas, approving an agreement for the provision of Main Street Program support between the City of Bastrop and the Bastrop Economic Development Corporation attached as Exhibit A; authorizing the City Manager to execute the agreement; repealing all resolutions in conflict; and providing an effective date.
Submitted by: Rebecca Gleason, Assistant City Manager

DISCUSSION ITEMS

- 11A. Consider action to approve City Council minutes from the August 16, 2022, and August 17, 2022, Budget Workshop; September 26, 2022, Boards and Commission Orientation; October 3, 2022, Special meeting; and October 11, 2022, Regular meeting.
Submitted by: Ann Franklin, City Secretary
A motion was made by Council Member Lee to approve minutes from the August 16, 2022, and August 17, 2022, Budget Workshop; September 26, 2022, Boards and Commission Orientation; October 3, 2022, Special meeting; and October 11, 2022, Regular meeting, seconded by Council Member Crouch, motion was approved on a 5-0 vote.
- 11H. Consider action to approve Resolution No. 2022-106 amending the Christmas Light Installation Contract with Décor IQ to allow for this Contract to be renewed for an additional three (3) years; authorizing the City Manager to execute all necessary documents with the Contractor; providing for findings of fact, repealer, and severability; establishing an effective date; and proper notice and meeting.
Submitted by: Rebecca Gleason, Assistant City Manager

SPEAKER(S)

**Kevin "Lippy" Mawby
910 MainSt.
Bastrop, TX 78602
512.574.6449**

A motion was made by Mayor Pro Tem Rogers to approve Resolution No. R-2022-106 to extend the contract for one year and direct City Manager to evaluate the cost, seconded by Council Member Crouch, motion was approved on a 5-0 vote.

ITEMS FOR INDIVIDUAL CONSIDERATION CONTINUED

- 12A. Consider action to approve Resolution No. R-2022-90 of the City Council of the City of Bastrop, Texas endorsing the Main Street Crosswalk Mural Project- Phase 1 authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

Submitted by: Candice Butts, Main Street Manager

Presentation was made by Candice Butts, Main Street Manager.

A motion was made by Council Member Kirkland to approve Resolution No. R-2022-90, seconded by Council Member Crouch, motion was approved on a 5-0 vote.

- 12B. Consider action to approve resolution No. R-2022-99 of the City Council of the City of Bastrop, Texas, authorizing the City Manager to list certain real property owned by the city of Bastrop with a licensed real estate broker; authorizing the city manager to enter into an agreement and execute all necessary documents with the real estate broker; providing for findings of fact, repealer, and severability; establishing an effective date; and proper notice and meeting.

Submitted by: Trey Job, Assistant City Manager

Presentation was made by Trey Job, Assistant City Manager.

A motion was made by Mayor Pro Tem Rogers to approve Resolution No. R-2022-99, seconded by Council Member Lee, motion was approved on a 5-0 vote.

- 12C. Consider action to approve the first reading of Resolution No. R-2022-105 of the City Council of the City of Bastrop, Texas, approving the expenditure of Bastrop Economic Development Corporation funds for an Infrastructure Project in an amount not to exceed One Million Six Hundred Twenty Thousand Dollars (\$1,620,000.00); repealing all resolutions in conflict; and providing an effective date.

Submitted by: Angela Ryan, BEDC Operations Manager

Presentation was made by Angela Ryan, BEDC Operations Manager.

A motion was made by Council Member Plunkett to approve Resolution No. R-2022-105, seconded by Council Member Lee, motion was approved on a 5-0 vote.

- 12D. Consider action to approve Resolution No. R-2022-100 of the City Council of the City of Bastrop, Texas approving award of a Standard Contract for Professional Services with Kimley-Horn and Associates, Inc. in the amount of Eighty Thousand Dollars and Zero Cents (\$80,000.00) for the Transportation Impact Fee Study; as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

Submitted by: Jennifer C. Bills, Director of Planning & Development

Presentation was made by Jennifer C. Bills, Director of Planning & Development and Ben Plett, Kimley-Horn and Associates, Inc.

A motion was made by Council Member Kirkland to approve Resolution No. R-2022-100, seconded by Mayor Pro Tem Rogers, motion was approved on a 5-0 vote.

12E. Consider action to approve Resolution No. R-2022-102 of the City Council of the City of Bastrop, Texas, approving the purchase of easement rights for the construction of the Simsboro Aquifer Water Treatment Plant, Well Field and Transmission Facilities project, in the amount of Twenty-Three Thousand, Five Hundred Six Dollars and Forty Cents (\$23,506.40); authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.
 Submitted by: Fabiola de Carvalho, AMP MIAM, Director of Engineering and Capital Project Management
Presentation was made by Trey Job, Assistant City Manager.

A motion was made by Council Member Plunkett to approve Resolution No. R-2022-102, seconded by Mayor Pro Tem Rogers, motion was approved on a 4-0 vote. Council Member Lee was off the dais.

12F. Consider action to approve Resolution No. R-2022-103 of the City Council of the City of Bastrop, Texas, approving the purchase of easement rights for the construction of the Simsboro Aquifer Water Treatment Plant, Well Field and Transmission Facilities project, in the amount of Forty-One Thousand Two Hundred Seventy-Three Dollars and Thirty Cents (\$41,273.30); authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.
 Submitted by: Fabiola de Carvalho, AMP MIAM, Director of Engineering and Capital Project Management
Presentation was made by Trey Job, Assistant City Manager.

A motion was made by Mayor Pro Tem Rogers to approve Resolution No. R-2022-103, seconded by Council Member Kirkland, motion was approved on a 5-0 vote.

Adjourned at 8:19 p.m. without objection.

APPROVED:

ATTEST:

 Mayor Connie Schroeder

 City Secretary Ann Franklin

The Minutes were approved on November 8, 2022, by Council Member Name’s motion, Council Member Name’s second. The motion was approved on a 5-0 vote.



STAFF REPORT

MEETING DATE: November 8, 2022

TITLE:

Consider action to approve Resolution No. R-2022-107 of the City Council of the City of Bastrop, approving the 2022 Tax Roll and Tax Levy; providing for a repealing clause; and providing for an effective date.

AGENDA ITEM SUBMITTED BY:

Submitted by: Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

The Texas Tax Code section 26.09(e) states that the assessor shall enter the amount of tax determined as provided by the tax code in the appraisal roll and submit it to the governing body of the unit for approval.

On October 26, 2022, the City of Bastrop received the Tax Roll and 2022 Tax Levy from Bastrop County Tax Assessor for the approval of the governing body.

On July 22, 2022, the City of Bastrop received the Certified totals from the Bastrop Central Appraisal District. These certified totals included properties that were under protest. It is best practice to only use 80% of the under-protest value when calculating the total amount of Ad Valorem revenue for budgeting purposes.

For budgeting purposes, the below table represents the total Ad Valorem tax approved for FY2023:

Property Tax Distribution			
	TAX RATE	PERCENT OF TOTAL	TAX REVENUE
GENERAL FUND:			
Current Tax	\$0.3166		4,407,434
Revenue From Tax Freeze Property			377,327
Delinquent Tax			33,500
Penalty and Interest			30,000
Total General Fund	\$0.3166	61.74%	\$4,848,261
DEBT SERVICE FUND:			
Current Tax	\$0.1962		2,731,328
Revenue From Tax Freeze Property			233,832
Delinquent Tax			22,000
Penalty and Interest			12,000
Total Debt Service	\$0.1962	38.26%	\$2,999,160
DISTRIBUTION	\$0.5128	100.00%	\$7,847,421

The totals in the table and the totals on the Exhibit A of the resolution are not the same. The total tax roll and tax levy provided by the Bastrop County Tax Assessor for this agenda item does not include any amount under protest. This represents the original levy which may be revised as protests are settled and final amounts are received by the Bastrop County Tax Assessor for inclusion on the tax roll.

RECOMMENDATION:

Tracy Waldron, Chief Financial officer recommends approval of Resolution No. R-2022-107 of the City Council of the City of Bastrop, approving the 2022 Tax Roll and Tax Levy; providing for a repealing clause; and providing for an effective date.

ATTACHMENTS:

- Resolution R-2022-107



RESOLUTION NO. R-2022-107

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING THE 2022 TAX ROLL AND TAX LEVY; ATTACHED AS EXHIBIT A; PROVIDING FOR A REPEALING CLAUSE AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop is governed by the Texas Tax Code; and

WHEREAS, the Texas Tax Code Section 26.09(e) requires the assessor to submit the appraisal roll to the governing body for approval; and

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

SECTION 1. That the City Council approve the 2022 Tax Roll and Total Tax Levy of Seven Million, Seven Hundred Thirty-Seven Thousand, Eleven Dollars and Sixty-three Cents (\$7,737,011.63) attached as Exhibit A.

SECTION 2. That the City Council of the City of Bastrop has found the Bastrop County Tax Assessor, to be the designated official in this matter.

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

SECTION 4. That this resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY RESOLVED AND APPROVED by the City Council of the City of Bastrop this 8th day of November 2022.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

BASTROP COUNTY

Ellen Owens
 Tax Assessor / Collector
 Ellen.Owens@Co.Bastrop.Tx.Us



PO Box 579
 Bastrop, TX 78602
 512-332-7266

October 26, 2022

I, Ellen Owens, Tax Assessor/Collector for the City of Bastrop, am submitting the below Tax Roll as per Texas Property Tax Code 26.09(e) for your approval:

City of Bastrop	Total 2022 TAX
Interest & Sinking	\$2,958,645.75
Maintenance & Operations	\$4,774,247.08
Personal Late Rendition Penalty	\$3,912.80
Personal Late Rendition Penalty Admin Fee	\$206.00,
TOTAL 2022 TAX LEVY	\$7,737,011.63

Certified by: Ellen Owens
 Bastrop County Tax Assessor / Collector

APPROVED as presented on this the _____ day of _____, 2022.

 Mayor

ATTEST:

 City Secretary





STAFF REPORT

MEETING DATE: November 8, 2022

TITLE:

Consider action to approve the first reading of Ordinance No. 2022-27 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2023 to address project carryover, fleet orders not received by the end of FY 2022, and personnel reorganization 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; establishing an effective date, and move to include on the December 13, 2022, City Council agenda for a second reading.

AGENDA ITEM SUBMITTED BY:

Submitted by: Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

The FY2023 budget was approved by City Council on September 20, 2022. Since that approval, the City has finalized the ending balances for FY2022 and needs to establish carry-over amounts for projects, fleet purchases, make minor corrections found after adoption, and implement various staffing changes recommended by the new City Manager after her review.

The Exhibit A to the ordinance explains in detail the nature of each of the budget amendments being requested.

The Financial Management Policy states that the level of budgetary control is at the department level in all Funds over \$25,000. If transfers are required over \$25,000 between departments, this must be approved by City Council.

The City Charter requires that when the budget is amended, that the amendment be made by Ordinance.

FUNDING SOURCE:

Various – See Ordinance Exhibit A

RECOMMENDATION:

Tracy Waldron, CFO recommends approval of the first reading of Ordinance No. 2022-27 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2023 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; establishing an effective date, and move to include on the December 13, 2022 City Council agenda for a second reading.

ATTACHMENTS:

- Ordinance 2022-27
- Exhibit A
- All Funds Summary FY2023 – updated to reflect proposed amendments

ORDINANCE NO. 2022-27

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR 2023 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 FOR AN EFFECTIVE DATE.

WHEREAS, the City Manager of the City of Bastrop, Texas has submitted to the Mayor and City Council proposed amendment(s) to the budget of the revenues and/or expenditures/expenses of conducting the affairs of said city and providing a complete financial plan for Fiscal Year 2023; and

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

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

Section 1: That the proposed budget amendment(s) for the Fiscal Year 2023, as submitted to the City Council by the City Manager and which budget amendment(s) are attached hereto as Exhibit A, are hereby adopted, and approved as the amended budget of said City for Fiscal Year 2023.

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

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

READ and APPROVED on First Reading on the 8th day of November 2022.

READ and ADOPTED on Second Reading on the 13th day of December 2022.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

GENERAL FUND

Budget Amendment #1: General Fund-City Secretary Expenditures

FY 2023 Budget Book (Page 125)

Original Budget	\$ 319,915
Operational Salary (101-03-00-5101)	\$ (32,800)
Social Security (101-03-00-5150)	\$ (2,451)
Retirement (101-03-00-5151)	\$ (4,007)
Group Insurance (101-03-00-8130)	<u>\$ (10,221)</u>
New Total Expenditure	\$ 270,436

This budget amendment is needed to move the budgeted position Receptionist/Office Assistant to Human Resources department.

Budget Amendment #2: General Fund-Human Resources Expenditures

FY 2023 Budget Book (Page 130)

Original Budget	\$ 285,164
Operational Salary (101-03-00-5101)	\$ 72,592
Social Security (101-03-00-5150)	\$ 5,553
Retirement (101-03-00-5151)	\$ 9,081
Group Insurance (101-03-00-8130)	<u>\$ 10,221</u>
New Total Expenditure	\$ 382,611

This budget amendment is needed to move the budgeted position Receptionist/Office Assistant to Human Resources department. A portion of this amendment is coming from Community Engagement department and the rest the City Secretary department.

Budget Amendment #3: General Fund-Community Engagement Expenditures

FY 2023 Budget Book (Page 136)

Original Budget	\$ 1,165,514
Operational Salary (101-08-17-5101) Recreation	<u>\$ (47,968)</u>
New Total Expenditure	\$ 1,117,546

This amendment includes a change to the budgeted positions. In the Recreation division, the Recreation Director position (page 40) is being removed and replaced by a Recreation Coordinator. The excess amount created from this change will be transferred to Human Resources to cover the shortfall in other personnel changes being proposed.

Budget Amendment #4: General Fund – Police Department

This amendment is only a budgeted positions change. A Police Officer position is being replaced by a Sergeant position. The total FTE count remains the same.

Budget Amendment #5: General Fund-Development Services Expenditures

FY 2023 Budget Book (Page 148)

Original Budget	\$ 1,411,752
Operational Salary (101-15-00-5505)	<u>\$ 50,000</u>
New Total Expenditure	\$ 1,461,752

This amendment is to carry-over professional services to cover the Capital Area Metropolitan Planning Organization Interlocal agreement for the Chestnut Street/ SL 150 multimodal corridor study executed on October 17, 2022. These funds are available from fund balance.

SUMMARY OF GENERAL FUND BY DEPARTMENT		
Human Resources	\$97,447	New Expenditures
Development Services – Planning	\$50,000	
Community Engagement – Admin	(\$47,968)	
City Secretary	(\$49,479)	
		New Revenue
Total Net Adjustment	<u>\$50,000.00</u>	

OTHER FUNDS

Budget Amendment #6: Vehicle/Equip Replacement Fund

FY 2023 Budget Book (Page 91)

Original Budget	\$ 918,623
Capital Outlay - Equipment (380-00-00-6010)	\$ 279,955
Capital Outlay - Vehicle (380-00-00-6030)	<u>\$ 200,230</u>
New Total Revenue	\$1,398,808

To cover the carryover of equipment and vehicles that were not received by 9/30/2022. This includes 4 trucks, 1 van, and a street sweeper.

Budget Amendment #7: Fairview Cemetery Operating Fund Expenditures

FY 2023 Budget Book (Page 96)

Original Budget	\$ 217,901
Contractual Services (525-00-00-5505)	<u>\$ 50,000</u>
New Total Expenditure	\$ 267,901

This amendment is to appropriate the necessary amount to engage an engineering firm to start design on the development of Section 9. The estimated ending fund balance as of 9/30/22 is \$116,000. This budget amendment would be using available fund balance.

Budget Amendment #8: Water/Wastewater Operating Fund Expenditures

FY 2023 Budget Book (Page 159-160)

Original Budget	\$ 8,592,325
Capital Outlay (202-35-41-6000)	<u>\$ 7,500</u>
New Total Expenditure	\$ 8,599,825

This amendment is to increase the budget to cover a utility trailer that was requested during the FY2023 budget process but missed in the final budget. This equipment purchase is below the threshold for the Vehicle and Equipment Replacement Fund. This will be covered by available fund balance.

Budget Amendment #9: Hunter's Crossing Public Improvement District Fund Expenditures

FY 2023 Budget Book (Page 100)

Original Budget	\$ 552,405
Maintenance & Repairs (710-00-00-5300)	<u>\$ 32,000</u>
New Total Expenditure	\$ 584,405

This amendment is a carry-over of the budget for the erosion repair in this district. The repair was delayed due to the fence replacement project and will be completed in FY2023.

Budget Amendment #10: 2020 Limited Tax Note Fund Expenditures**FY 2023 Budget Book (Page 114)**

Original Budget	\$ 149,948
Contractual Services (729-00-00-5505)	<u>\$ 40,000</u>
New Total Expenditure	\$ 189,948

This amendment is a carry-over of the balance for the Drainage Master Plan.



STAFF REPORT

MEETING DATE: November 8, 2022

TITLE:

Consider action to approve Resolution No. R-2022-108 of the City Council of the City of Bastrop, Texas to award a Grant Administrative Service contract to GrantWorks, Inc. for the preparation of the City's 2023-2024 Texas Community Block Grant (TXCDBG) application and subsequent administrative services, if funded, as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Submitted by: Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

The City was notified by Texas Community Block Grant (TXCDBG) of a grant funding opportunity. The City has current projects that would be eligible for this funding stream. The project that has been earmarked for submission is the unfunded portion of Riverwood water line project.

Part of the application process is procuring grant administrative services through a bid process. The City has complied with this procurement process and is recommending a contract with GrantWorks, Inc for these services.

The grant administrator will guide the city in the project selection, completion of the application and post-award project management if funded.

FISCAL IMPACT:

The funding for the project will be part of the FY 23/24 budget discussion.

RECOMMENDATION:

Tracy Waldron recommends approving Resolution No. R-2022-108 of the City Council of the City of Bastrop, Texas to award a Grant Administrative Service contract to GrantWorks, Inc. for the preparation of the City's 2023-2024 Texas Community Block Grant (TXCDBG) application and subsequent administrative services, if funded, 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 R-2022-108

RESOLUTION NO. R-2022-108

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS TO AWARD A GRANT ADMINISTRATION SERVICE CONTRACT TO GRANTWORKS, INC. FOR PREPARATION OF THE CITY’S 2023-2024 TEXAS COMMUNITY BLOCK GRANT (TCDBG) APPLICATION AND SUBSEQUENT ADMINISTRATIVE SERVICES, IF FUNDED, 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, certain conditions exist which represent a threat to public health and safety; and

WHEREAS, it is necessary and in the best interests of the City of Bastrop to apply for funding under the Texas Community Block Grant (TXCDBG) program; and

WHEREAS, the City of Bastrop has sought proposals from administrative consultants through a competitive process; and

WHEREAS, The City of Bastrop, Texas has found GrantWorks, Inc. to be qualified to provide application and project management services for grant programs including the TXCDBG program.

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

Section 1: That the City Manager is hereby authorized to execute an agreement for Grant Administration Services with GrantWorks, Inc., to provide application and implementation services for the TXCDBG Program.

Section 2: That the city’s application be placed in competition for funding under the TXCDBG Program.

Section 3: That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.

Section 4: 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 5: That this Resolution shall take effect immediately upon its passage, and it is so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 8th day of November 2022.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



STAFF REPORT

MEETING DATE: November 8, 2022

TITLE:

Consider action to approve Resolution No. R-2022-109 of the City Council of the City of Bastrop, Texas, approving a contract with Electric Cab North America to provide transportation services in the amount not to exceed one hundred and seventeen thousand, nine hundred and ten dollars (\$117,910); attached in Exhibit B; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:

Submitted by: Rebecca Gleason, Assistant City Manager

BACKGROUND/HISTORY:

Since December of 2019, Bastrop collaborated with the Lone Star Clean Fuels Alliance and E-Cabs of North America to provide a cost-free and emissions-free micro-transit ride service using GEM low-speed battery electric vehicles. The US Department of Energy funded this two-year pilot project to explore how well these low-speed EV's could meet a rural community's first- and last-mile transit needs. The program has gone well with e-cabs now averaging over 1,000 riders per month. Since the City of Bastrop lacks access to ride-share apps such as Uber or Lyft, E-Cabs are able to service our tourists and community with rides within our area. That grant program ends on November 30, 2022.

Due to the incredible growth in usage of our E-Cabs, City Council appropriated funding for the continuation of services during our busiest times. Beginning on **December 1, 2022 and extending through November 30, 2023**, Electric Cab North America will be providing free rides to locals and visitors alike on the following schedule:

- Year-round Service

Thursday	3:00pm – 9:00pm
Friday	2:00pm – 10:00pm
Saturday	2:00pm – 10:00pm
Sunday	10:00am – 6:00pm

This ensures that there will be **no gap in services for our community or visitors** although the change in schedule will need to be communicated through our website, social media channels, newsletters as well as to our visitors with the help of Visit Bastrop and our hotels.

Electric Cabs has included on their Scope sheet the cost of additional services if Council would want to review adding them in the future as we are now tracking ridership through the quarterly report. Our free E-Cabs allow those who do not drive access to run their everyday errands or attend appointments, allow residents to frequent downtown without taking up a parking spot, could reduce incidents of drinking and driving in our community, and allow our visitors to explore our Downtown easily and safely with no cost.

Since the inception of the program in December of 2020, ridership has steadily grown throughout our community. Currently, E-Cabs provides services to an average of 250 riders per week with between 5-10 of them being first time riders. We are hoping to continue to grow that number to make E-Cabs a cornerstone of the Bastrop experience.

E-Cabs can also be contracted individually for special events. This could include providing shuttle services for the City of Bastrop from parking lots to our largest events or providing privately contracted shuttle services to visitor groups brought in by Visit Bastrop. We are working on a system to ensure the scheduling and execution of that is part of the Bastrop hospitality experience.

FUNDING SOURCE:

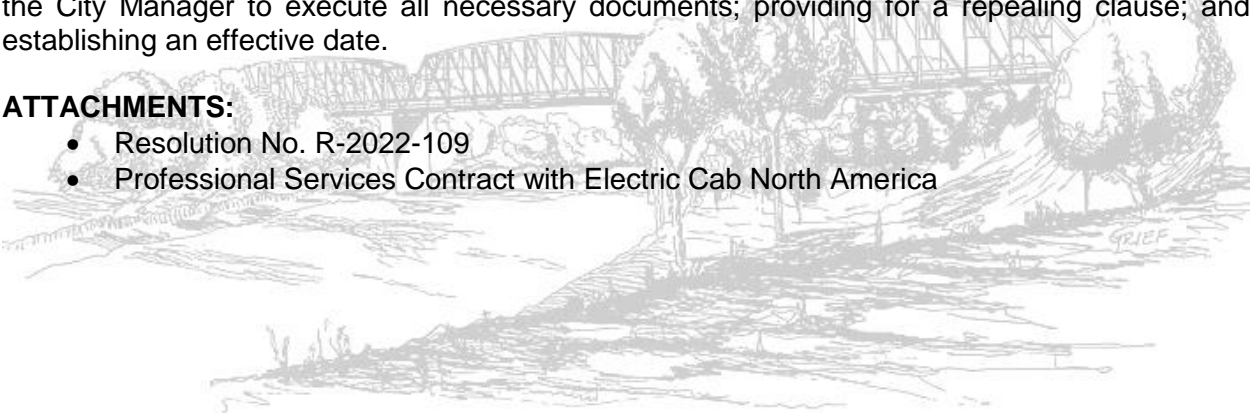
The funding for this project will not exceed \$117,910 from one-time HOT Funds.

RECOMMENDATION:

The Assistant City Manager for Community Engagement to approve Resolution No. R-2022-109 of the City Council of the City of Bastrop, Texas, approving a contract with Electric Cab North America to provide transportation services in the amount not to exceed one hundred and seventeen thousand, nine hundred and ten dollars (\$117,910); attached in Exhibit B; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution No. R-2022-109
- Professional Services Contract with Electric Cab North America



RESOLUTION NO. R-2022-109

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AWARDED A COMMUNITY SUPPORT SERVICE AGREEMENT FOR SERVICES FOR OPERATING, MARKETING AND STAFFING A HISTORICAL MUSEUM AND VISITOR CENTER AND PROVIDING VISITOR CENTER SERVICES TO THE CITY OF BASTROP, AT A COST OF ONE HUNDRED AND SEVENTEEN THOUSAND, NINE HUNDRED AND TEN DOLLARS (\$117,910) AS ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS FOR THE AGREEMENT; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

WHEREAS, The City Council recognizes the importance of public transportation within our community through the Focus Area of Multi-Mobility; and

WHEREAS, The Comprehensive Plan places emphasis on public transportation with a goal to expand and enhance transit services; and

WHEREAS, Both the Bastrop community and visitors have shown through the continually increasing number of rides with our free E-Cab service that they find the service to provide a high benefit to their quality of life or visitor experience.

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

SECTION 1. That the City Manager is hereby authorized to execute a general services agreement associated with transportation services, at a cost of One Hundred and Seventeen Thousand, Nine Hundred and Ten Dollars (\$117,910) attached as Exhibit A.

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

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

DULY RESOLVED AND APPROVED by the City Council of the City of Bastrop this 8th day of November 2022.

CITY OF BASTROP, TEXAS

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

**CITY OF BASTROP
STANDARD CONTRACT FOR GENERAL SERVICES**

Over \$50K
(8-16-2021)

This General Services Contract (“Contract”) is entered by and between the **City of Bastrop**, a Texas Home-Rule Municipal Corporation (the “City”), and **Electric Cab of Austin** (the “Contractor”), and together with the City jointly referred to as the “Parties,” for the following work described on the Scope of Services, Exhibit A-2, attached and incorporated herein to this Contract (the “Work” or “Project”)

I. General Information and Terms.

Contractor’s Name and Address:	Electric Cab of Austin 5011 E Cesar Chavez St Austin, Texas 78702 Attn: Chris Nielsen
General Description of Services:	Electric Transportation
Maximum Contract Amount:	\$117,910.00
Effective Date:	On the latest of the dates signed by both parties.
Termination Date:	See II.D.

Contract Parts: This Contract consists of the following parts:

- I. General Information and Terms
- II. Standard Contractual Provisions
- III. Additional Terms or Conditions
- IV. Additional Contract Documents
- V. Signatures

II. Standard Contractual Provisions.

A. Contractor’s Services. The Contractor will provide to the City electric cab service (Services”) described in the Scope of Services, Exhibit A-2 attached and incorporated herein to this Contract under the terms and conditions of this Contract.

B. Billing and Payment. The Contractor will bill the City for the Services provided at intervals of at least 30 days of receipt of Contractor’s invoices, except for the final billing. The City will pay the Contractor within 30 days of receipt of Contractor’s invoices for the Services provided for

in this Contract with current revenues available to the City, but all of the City’s payments to the Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the provisions of Chapter 2251 of the Government Code. The City shall have the right to withhold payment, or any part thereof, of any of invoice presented by Contractor until resolution providing reasonable verification of the correctness thereof of is reached. The City shall notify the Contractor, in writing, of the disputed amount within thirty (30) days. The City is not liable to the Contractor for any taxes which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any bill.

C. Executed Contract. The Services shall not commence until this Contract is fully executed and all exhibits and other attachments are completely executed and attached to this Contract.

D. Termination Provisions.

- (1) Unless terminated earlier as allowed by this Contract, this Contract terminates:
 - (a) On the termination date, if any, specified in the General Information in Part I, but the obligation of a party to complete a contract requirement pending on the date of termination survives termination; or
 - (b) If there is no termination date specified in the General Information in Part I, the Contract terminates when both parties have completed all their respective obligations under the Contract.

(2) The City Manager may terminate this Contract during its term at any time for any reason by giving written notice to the Contractor not less than five (5) business days prior to the termination date, but the City will pay the Contractor for all Services rendered in compliance with this Contract up to the date of termination. The City may terminate the Contract anytime if the City does not have available funds pursuant to Texas Government Code Chapter 2251.

(3) If the City Council does not appropriate funds to make any payment for a fiscal year after the City’s fiscal year in which the Contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution).

E. Delays. Contractor shall have no damages for delay or hindrance. In the event of delay or hindrance not the fault of Contractor, an extension of time shall be the Contractor’s sole remedy.

F. Independent Contractor. It is understood and agreed by the Parties that the Contractor is an independent contractor retained for the Services described in the Scope of Services, Exhibit A-2, attached and incorporated herein. The City will not control the manner or the means of the Contractor's performance but shall be entitled to work product as detailed in the Exhibit A-2. The

City will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. This Contract does not create a joint venture. Services performed by the Contractor under this Contract are solely for the benefit of the City. Nothing contained in this Contract creates any duties on the part of the Contractor toward any person not a party to this Contract. No person or entity not a signatory to this Contract shall be entitled to rely on the Contractor's performance of its Services hereunder, and no right to assert a claim against the Contractor by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Contract or the performance of the Contractor's Services hereunder.

G. Subcontractor. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

H. Assignment. The Contractor may not assign this Contract without the City's prior written consent.

I. Law Governing and Venue. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Bastrop County, Texas.

J. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

K. Dispute Resolution Procedures. If either party disputes any matter relating to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.

L. Attorney's Fees. Should either party to this Contract bring suit against the other party for any matter relating to this Contract, the prevailing Party shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

M. INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM AND AGAINST CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY, INCLUDING REIMBURSEMENT OF REASONABLE ATTORNEY'S FEES AND COST IN PROPORTION OF CONTRACTOR'S LIABILITY, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY TO THE EXTENT CAUSED BY THE NEGLIGENT ACT,

ERROR, OR WILLFUL MISCONDUCT OF THE CONTRACTOR, ITS AGENTS, REPRESENTATIVES, EMPLOYEES, OR ANYONE WHOM THE CONTRACTOR IS LEGALLY LIABLE FOR UNDER THIS CONTRACT.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, UNDER NO CIRCUMSTANCES WHETHER UNDER BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, ENHANCED, TREBLE (OR STATUTORY EQUIVALENT), OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY OR LOSS OF PROSPECTIVE REVENUE, ARISING OUT OF THIS AGREEMENT OR ANY WORK OR SERVICES PERFORMED OR TO BE PERFORMED HEREUNDER.

N. RELEASE. THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR THE WORK TO BE PERFORMED HEREUNDER AND HEREBY RELEASES, RELINQUISHES, AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANY PERSON, AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS CAUSED BY, OR ALLEGED TO BE CAUSED BY, THE NEGLIGENCE, RECKLESSNESS, OR WILLFUL MISCONDUCT OF CONTRACTOR, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, OR SUBCONTRACTORS..

O. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

P. Conflicting Provisions. If there is a conflict between a provision in the Contractor’s Additional Contract Documents and a provision in the remainder of this Contract, the latter controls.

Q. Disclosure of Interested Persons for Council-Approved Contracts. Contracts that require City Council approval, such as contracts that exceed \$50,000, are subject to the requirements of Section 2252.908, Tex Gov’t Code. Under the provisions of this statute:

- (1) The City may not enter into a contract with a business entity that requires Council approval unless the business entity submits a disclosure of interested persons at the time the business entity submits a signed contract to the City;
- (2) A disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission (Commission), attached and incorporated herein as Exhibit A-1, that includes:
 - (a) A list of each interested party for the contract of which the contractor business entity is aware, an interested party being a person who has a controlling interest in

the business entity or who actively participates in facilitating or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity; and

- (b) The signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

R. Compliance with Laws. The Contractor must comply with the federal, state, and local laws, rules and regulations applicable to the Project and its services under this Contract.

S. Prohibition on Contracts with Companies Boycotting Israel. Certain contracts for goods and services are subject to the requirements of Section 2270.002, Tex Gov't Code (H.B. 89, as amended by H.B. 793). Specifically, contracts for good and services that:

- (1) are between the City and a company with ten (10) or more full-time employees; and

- (2) have a value of \$100,000.00 or more that is to be paid wholly or partly from public funds of the City.

Under the provisions of this statute, if the above conditions apply the City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it:

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

If this is a contract to which the verification requirement applies, the City has approved a verification form which must be filled out and signed by the Contractor and submitted to the City at the time of execution of this Contract.

III. Additional Terms or Conditions.

Insurance

At all times this Agreement is in effect, Contractor shall maintain insurance of the types and amounts as those required in Exhibit B-1. All of Contractor's insurance policies in any way relating to the Work, whether or not required by this Agreement and regardless of the enforceability or validity of any of the indemnities or other assumptions of liability by Contractor, shall, to the full coverage limits of all such policies without any limitations based on the minimum requirements set forth above: (a) other than the worker's compensation insurance, name City Group as additional insureds on a broad form basis with such additional insured coverage including coverage for the sole or concurrent negligence of the additional insured and not being restricted to (i) "ongoing

operations,” (ii) coverage for vicarious liability, or (iii) circumstances in which the named insured is partially negligent; (b) provide for waiver of all rights of subrogation against City and the other members of City Group; and (c) be primary and noncontributory as to all other policies (including any deductibles or self-insured retentions) and self-insurance that may provide coverage to any member of City Group, and shall be fully applied and exhausted before application of any applicable indemnity obligations of City or of any applicable insurance coverage provided by City or any other member of City Group.

A. Audit

Contractor shall, and shall ensure that its affiliates, subsidiaries, contractors, subcontractors, consultants, agents, and any other person associated with Contractor including those in Contractor Group, keep full and accurate books and records with respect to all Work performed, and all payments and expenditures in connection with this Agreement. The records to be maintained and retained by Contractor Group shall include, without limitation, (a) payroll records accounting for total time distribution of Contractor’s employees working full or part time on the Project, as well as canceled payroll checks or signed receipts for payroll payments in cash; (b) invoices for purchases, receiving and issuing documents, and all other unit inventory records for Contractor’s stores, stock, or capital items; (c) paid invoices and canceled checks for materials purchased and for subcontractors’ and any other Third Parties’ charges, including, but not limited to, Equipment rental; (d) travel and entertainment documentation, including, but not limited to, employee expense reports and Contractor facility usage reports; and (e) all field tickets or similar documentation evidencing the Work. The City shall have the right at all reasonable times, for a period of five (5) years from the completion of the Work, to audit and inspect such books and records (excluding trade secrets, formulas, confidential data, proprietary information, or processes).

B. Reports of Incidents

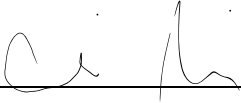
Within twenty-four (24) hours upon occurrence, Contractor shall provide in writing to the City notice and details of any accidents or occurrences resulting in injuries to persons, property, or pollution arising in any way arising out of or related to the Work whether done by Contractor or any subcontractor of Contractor or any other member of Contractor Group performing Work pursuant to this Contract. Contractor shall in writing within twenty-four (24) hours of any claim, demand, or suit that may be presented to or served upon it arising out of or as a result of Work.

IV. Additional Contract Documents. The following documents attached to this Contract are part of this Contract:

- EXHIBIT A-1: Certificate of Interested Parties (1295 Form)
- EXHIBIT A-2 Scope of Work
- EXHIBIT A-3 House Bill 89 Verification
- EXHIBIT B-1 Requirements for General Services Contract

V. Signatures.

ELECTRIC CAB OF AUSTIN

By: 

Printed Name: Chris Nielsen

Title: CEO

Date: 11/02/2022

CITY OF BASTROP

By: _____

Printed Name: Sylvia Carrillo

Title: City Manager

Date: _____

EXHIBIT A-1

Certificate of Interested Persons with Certification of Filing
(Form 1295)

(See Attached)

EXHIBIT A-2

Scope of Services *(See Attached)*

Electric Cab of North America											
December 1, 2022-November 30, 2023											
ONE CAB, ONE OPERATOR											
					Monthly	1 Year					
Bastrop Shuttle Program Subscription: 1 Standard Vehicle, 1 Operator, Insurance, and Management					\$9,750	\$117,000	SUMMER/HOLIDAY INCREASED SERVICE				
Vehicles: \$75/hr/vehicle; excluding any applicable taxes of fees							Monday	6	\$450	\$1,950	\$8,100
Advertising \$0, Ecab will offer advertising space to City of Bastrop for free in order to offset part of the cost of the program							Tuesday	6	\$450	\$1,950	\$8,100
Branding: Production and installation costs paid for by City of Bastrop. Advertising space on cabs will be provided at no cost							Wednesday	6	\$450	\$1,950	\$8,100
							Total				\$24,300
Run-times:	Hours	\$75/Hr	Cost/Month	1 Year							
Sunday	8	\$600	\$2,600	\$31,200							
Thursday	6	\$450	\$1,950	\$23,400							
Friday	8	\$600	\$2,600	\$31,200							
Saturday	8	\$600	\$2,600	\$31,200							
		Advertising	0	\$0							
		Total	\$9,750	\$117,000							
ONE CAB, ONE OPERATOR, ONE ADA VEHICLE											
					Monthly	1 Year					
Bastrop Shuttle Program Subscription: 1 Standard Vehicle, 1 ADA Vehicle, 1 Operator, Insurance, and Management					\$12,350	\$148,200	SUMMER/HOLIDAY INCREASED SERVICE				
Vehicles: \$75/hr/vehicle, \$20/hr/ADA vehicle; excluding any applicable taxes of fees							Monday	6	\$570	\$2,470	\$10,260
Advertising \$0, Ecab will offer advertising space to City of Bastrop for free in order to offset part of the cost of the program							Tuesday	6	\$570	\$2,470	\$10,260
Branding: Production and installation costs paid for by City of Bastrop. Advertising space on cabs will be provided at no cost							Wednesday	6	\$570	\$2,470	\$10,260
							Total				\$30,780
Run-times:	Hours	\$95/Hr	Cost/Month	1 Year							
Sunday	8	\$760	\$3,293	\$39,520							
Thursday	6	\$570	\$2,470	\$29,640							
Friday	8	\$760	\$3,293	\$39,520							
Saturday	8	\$760	\$3,293	\$39,520							
		Advertising	0	\$0							
		Total	\$12,350	\$148,200							
TWO VEHICLES, TWO OPERATORS											
					Monthly	1 Year					
Bastrop Shuttle Program Subscription: 2 Standard Vehicles, 2 Operators, Insurance, and Management					\$19,500	\$234,000	SUMMER/HOLIDAY INCREASED SERVICE				
Vehicles: \$75/hr/vehicle; excluding any applicable taxes of fees							Monday	6	\$900	\$3,900	\$16,200
Advertising \$0, Ecab will offer advertising space to City of Bastrop for free in order to offset part of the cost of the program							Tuesday	6	\$900	\$3,900	\$16,200
Branding: Production and installation costs paid for by City of Bastrop. Advertising space on cabs will be provided at no cost							Wednesday	6	\$900	\$3,900	\$16,200
							Total				\$48,600
Run-times:	Hours	\$150/Hr	Cost/Month	1 Year							
Sunday	8	\$1,200	\$5,200	\$62,400							
Thursday	6	\$900	\$3,900	\$46,800							
Friday	8	\$1,200	\$5,200	\$62,400							
Saturday	8	\$1,200	\$5,200	\$62,400							
		Advertising	0	\$0							
		Total	\$19,500	\$234,000							

TWO VEHICLES, TWO OPERATORS, ONE ADA VEHICLE				
			Monthly	1 Year
Bastrop Shuttle Program Subscription: 2 Standard Vehicles, 1 ADA Vehicle, 2 Operators, Insurance, and Management			\$35,360	\$424,320
Vehicles: \$75/hr/vehicle, \$20/hr/ADA vehicle; excluding any applicable taxes of fees				
Advertising \$0, Ecab will offer advertising space to City of Bastrop for free in order to offset part of the cost of the program				
Branding: Production and installation costs paid for by City of Bastrop. Advertising space on cabs will be provided at no cost				
Run-times:	Hours	\$170/Hr	Cost/Month	1 Year
Sunday	8	\$1,360	\$5,893	\$70,720
Monday	6	\$1,020	\$4,420	\$53,040
Tuesday	6	\$1,020	\$4,420	\$53,040
Wednesday	6	\$1,020	\$4,420	\$53,040
Thursday	6	\$1,020	\$4,420	\$53,040
Friday	8	\$1,360	\$5,893	\$70,720
Saturday	8	\$1,360	\$5,893	\$70,720
		Advertising	0	\$0
		Total	\$35,360	\$424,320
Route Optimization (Mobility Patterns)				
Commuting patterns (origin, destination, timestamp)				
Completely customizable to customer's needs				
Operators provide consistent message as ambassadors for the City				
Drives Economic Development				
Seamless Connectivity within the District				
Prices valid for 60 days.				

EXHIBIT A-3

House Bill 89 Verification

(See Attached)

EXHIBIT B-1
REQUIREMENTS FOR GENERAL SERVICES CONTRACT

The Contractor shall comply with each and every condition contained herein. The Contractor shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the City, including any delay periods. If the Project is not finalized and the insurance expires, Contractor is obligated to extend the insurance coverage. Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Bastrop accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

- A. The City of Bastrop shall be named as an additional insured with respect to General Liability and Automobile Liability **on a separate endorsement**
- B. A waiver of subrogation in favor of The City of Bastrop shall be contained in the Workers Compensation and all liability policies and must be provided **on a separate endorsement.**
- C. All insurance policies shall be endorsed to the effect that The City of Bastrop will receive at least thirty (30) days' written notice prior to cancellation or non-renewal of the insurance.
- D. All insurance policies, which name The City of Bastrop as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
- E. **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
- F. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Bastrop of any material change in the insurance coverage.
- G. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
- H. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- I. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Bastrop.
- J. Insurance must be purchased from insurers having a minimum AmBest rating of B+.
- K. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2016/03) Coverage must be written on an occurrence form.
- L. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
- M. Upon request, Contractor shall furnish The City of Bastrop with certified copies of all insurance policies.
- N. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Bastrop within ten (10) business days after contract award and prior to starting any work by the successful contractor's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Bastrop, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Bastrop. The certificate of insurance and endorsements shall be sent to:

**City of Bastrop
Finance Department
1311 Chestnut Street
Bastrop, TX 78602**

INSURANCE REQUIREMENTS

Items marked "X" are required to be provided if award is made to your firm.

Coverages Required & Limits (Figures Denote Minimums)

- Workers' Compensation Statutory limits, State of TX.
- Employers' Liability \$500,000 per employee per disease / \$500,000 per employee per accident / \$500,000 by disease aggregate

Commercial General Liability:

	<input type="checkbox"/> Very High/High Risk	<input checked="" type="checkbox"/> Medium Risk	<input type="checkbox"/> Low Risk
Each Occurrence	\$1,000,000	\$500,000	\$300,000
Fire Damage	\$300,000	\$100,000	\$100,000
Personal & ADV Injury	\$1,000,000	\$1,000,000	\$600,000
General Aggregate	\$2,000,000	\$1,000,000	\$600,000
Products/Compl Op	\$2,000,000	\$500,000	\$300,000
XCU	\$2,000,000	\$500,000	\$300,000

Automobile Liability: (Owned, Non-Owned, Hired and Injury & Property coverage for all)

	<input type="checkbox"/> Very High/ High Risk	<input checked="" type="checkbox"/> Medium Risk	<input type="checkbox"/> Low Risk
Combined Single Limits	Combined Single Limits	Combined Single Limits	Combined Single Limits
\$1,000,000 Bodily	\$500,000 Bodily	\$300,000 Bodily	

Garage Liability for BI & PD
 \$1,000,000 each accident for Auto, \$1,000,000 each accident Non-Auto
 \$2,000,000 General Aggregate

Garage Keepers Coverage (for Auto Body & Repair Shops)
 \$500,000 any one unit/any loss and \$200,000 for contents

Umbrella each-occurrence with respect to primary Commercial General Liability, Automobile Liability, and Employers Liability policies at minimum limits as follows:

- Contract value less than \$1,000,000: **not required**
- Contract value between \$1,000,000 and \$5,000,000: **\$4,000,000 is required**
- Contract value between \$5,000,000 and \$10,000,000: **\$9,000,000 is required**
- Contract value between \$10,000,000 and \$15,000,000: **\$15,000,000 is required**
- Contract value above \$15,000,000: **\$20,000,000 is required**

Excess coverage over \$10,000,000 can be provided on "following form" type to the underlying coverages to the extent of liability coverage as determined by the City.

Professional Liability, including, but not limited to services for Accountant, Appraiser, Architecture, Consultant, Engineering, Insurance Broker, Legal, Medical, Surveying, construction/renovation contracts for engineers, architects, constructions managers, including design/build Contractors.

Minimum limits of \$1,000,000 per claim/aggregate. This coverage must be maintained for at least two (2) years after the project is completed.

Builder's Risk (if project entails vertical construction, including but not limited to bridges and tunnels or as determined by the City of Bastrop) Limit is 100% of insurable value, replacement cost basis

Pollution Liability for property damage, bodily injury and clean up (if project entails possible contamination of air, soil or ground or as determined by the City of Bastrop)

- \$1,000,000 each occurrence
- \$2,000,000 aggregate

Other Insurance Required: _____

NOTE: The nature/size of a contract/agreement may necessitate higher limits than shown above. These requirements are only meant as a guide, but in any event, should cover most situations. Check with Purchasing & Risk Management if you need assistance or need additional information.



STAFF REPORT

MEETING DATE: November 8, 2022

TITLE:

Consider action to approve Resolution N0. R-2022-110 of the City Council of the City of Bastrop, authorizing the City Manager to enter into an agreement with Kimley Horn Engineering to perform quiet zone corridor planning, for the amount of sixty-nine thousand eight hundred dollars and zero cents (\$69,800.00) as shown in Exhibit A, including a severability clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Trey Job, Assistant City Manager

BACKGROUND/HISTORY:

Assistant City Manager Trey Job had previous conversations with City Council during budget workshops and on various occasions to discuss developing a quiet zone within the city limits of Bastrop. This is a management project that can be found on page 39 in the FY23 budget book. I reached out to the Federal Railroad Administration and asked if it were possible to submit a quiet zone package independently to the FRA and do I need to work through the local UP office? They replied with a polite email about a month later saying Yes, I must inform Union Pacific.

Once executed the professional services for planning to establish a quiet zone at all at grade crossings with Union Pacific Railroad will be performed by Kimley Horn Engineering. The scope will include project management, UPRR & FRA (Federal Railroad Administration) coordination, and the preparation of a Quiet Zone Study Report documenting the requirements and needed for implementing a quiet zone and providing an estimated cost associated with the needed improvements.

FISCAL IMPACT:

Revenue

RECOMMENDATION:

Trey Job, Assistant City Manager for Community Development recommends approval of Resolution No R-2022-110.

ATTACHMENTS:

- Resolution R-2022-110
 - Exhibit A (KH Proposal)
- Map of all at grade RR crossings to be evaluated
- Email from FRA
- UP Manual (sheets on quiet zone)

RESOLUTION NO. R-2022-110

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH KIMLEY HORN ENGINEERING TO PERFORM QUIET ZONE CORRIDOR PLANNING, FOR THE AMOUNT OF SIXTY-NINE THOUSAND EIGHT HUNDRED DOLLARS AND ZERO CENTS (\$69,800.00) AS SHOWN IN EXHIBIT A, INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop City Council understands the importance of preserving the peace and quiet of a neighborhood while providing safety by performing infrastructure improvements; and

WHEREAS, the City of Bastrop City Council understands providing an enhanced quality of life services from City Infrastructure should be cost effective; and

WHEREAS, the City of Bastrop understands the importance of focusing on infrastructure improvements to provide enhanced safety at Rail Road Crossings is important to providing an economic opportunity downtown in the form of a boutique hotel; and

WHEREAS, Kimley Horn is a subject matter expert in the area of planning and designing infrastructure related to quiet zones.

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

Section 1. That the City Manager is hereby authorized to enter into an agreement with Kimley Horn Engineering to perform a quiet zone feasibility study, for sixty-nine thousand eight hundred dollars and zero cents (\$69,800.00) as shown in exhibit A.

Section 2. The City of Bastrop, Texas has found Kimley Horn Engineering, to be a subject matter expert in the field of engineering and quiet zone feasibility.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 8th day of November, 2022.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



September 20, 2022

Trey Job, C.P.M.
 Assistant City Manager
 for Community Development
 1311 Chestnut Street
 Bastrop, TX 78602

RE: *Quiet Zone Corridor Planning with Union Pacific Railroad (UPRR) from Carter Street to College Street*

Kimley-Horn and Associates, Inc. (the Consultant) is pleased to submit this proposal to the City of Bastrop (the Client) to provide professional services for the planning stage to establish a quiet zone for the at-grade crossings with Union Pacific Railroad (UPRR) from Carter Street to College Street in Bastrop, TX. The scope of services will consist of data collection, project management, UPRR & Federal Railroad Administration (FRA) coordination, and the preparation of a Quiet Zone Study Report documenting the requirements needed for the implementation of a quiet zone at the following at-grade crossings with UPRR: Carter Street, Wilson Street, Main Street, Pecan Street, Hill Street, Elm Street, Cedar Street, Farm Street, Chestnut Street, Pine Street, Walnut Street, and College Street.

SCOPE OF SERVICES

Task 1 – Data Collection

- A. Aerial Photography – The Consultant will collect aerial photography for the project corridor from NearMaps and/or available aerial photos from the City.
- B. Available Record Drawings and Development Plans – The Consultant will collect from the City and any available record drawings (roadway, drainage, water, sewer, etc.) within the project limits.
- C. Existing and Proposed Utility Information – The Consultant will collect from the City existing and proposed water, storm, and sewer utility information for project limits.
- D. Conduct up to one (1) site visit to observe existing conditions, review topographic features, obtain field measurements at the following at-grade railroad crossing locations:

1. Carter Street and UPRR	7. Cedar Street and UPRR
2. Wilson Street and UPRR	8. Farm Street and UPRR
3. Main Street and UPRR	9. Chestnut Street and UPRR
4. Pecan Street and UPRR	10. Pine Street and UPRR
5. Hill Street and UPRR	11. Walnut Street and UPRR
6. Elm Street and UPRR	12. College Street and UPRR
- E. Obtain existing traffic counts at the following at-grade railroad crossing locations:

1. Carter Street and UPRR	7. Cedar Street and UPRR
2. Wilson Street and UPRR	8. Farm Street and UPRR
3. Main Street and UPRR	9. Chestnut Street and UPRR
4. Pecan Street and UPRR	10. Pine Street and UPRR
5. Hill Street and UPRR	11. Walnut Street and UPRR
6. Elm Street and UPRR	12. College Street and UPRR



Task 2 – Project Management & Council Workshop

- A. Perform general project management related tasks such as routine communication with the City, quality control efforts, internal team meetings, project invoicing, and project planning efforts.
- B. Prepare for, attend, and conduct up to two (2) project meetings with the City to discuss the project.
- C. Prepare and update project schedule.
- D. Council Workshop preparation and attendance to present Quiet Zone implementation process to City Council.

Assumptions:

- A. Overall project schedule for this assumed to be eighteen (18) months.

Deliverables:

- A. Invoices
- B. Meeting Notes
- C. Project Schedule
- D. Council Workshop Presentation

Task 3 – UPRR and FRA Coordination

- A. Coordinate with UPRR and FRA regarding Notice of Intent (NOI) and Quiet Zone Guidelines. Attend and document up to two (2) meetings.
- B. Evaluate Quiet Zone Risk Index (QZRI) with new traffic data to confirm safety improvements to establish quiet zone corridor is below Risk Index with Horns (RIWH), including railroad inventory review.
- C. Attend Diagnostic Inspection Field Meeting for the project crossings with UPRR, City, and FRA. Meeting anticipated to be conducted over two (2) days.
- D. Prepare meeting notes from Diagnostic Inspection Meeting.
- E. Prepare conceptual level layouts for each crossing based on Diagnostic Meeting

Deliverables:

- A. QZRI Evaluation
- B. Diagnostic Meeting Notes
- C. Diagnostic Sketches
- D. NOI Letter with Attachments

Task 4 – Quiet Zone Study Report

The Consultant will prepare a Quiet Zone Study Report based on the Diagnostic Meeting results provided Task 3. The following items will be prepared:

- A. Executive Summary
- B. Study Area Description & Existing Conditions of project limits including field visit photos
- C. QZRI Results
- D. Improvement Recommendations as a result from Diagnostic Meeting including attachments of notes and conceptual layouts.
- E. Prepare opinion of probable construction cost (OPCC). The Consultant has no control over the cost of labor, materials, equipment, or over the Consultant's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does

not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

- F. Address review comments provided by the City.
- G. Incorporate UPRR signal and crossing improvement cost estimates into final report.

Deliverables:

- A. Quiet Zone Study Report – Draft & Final versions

ADDITIONAL SERVICES

The following are services that the Consultant can provide at additional costs, but are not included in the scope of these projects:

- Topographic Survey & Right-of-Way Research
- Preliminary & Final Design
- Project Manual & Spec Book
- Bidding Services
- Geotechnical investigation
- Franchise Utility Coordination
- Construction Phase Services
- Permitting
- Right-of-Way or Easement Acquisition Documents
- Public Meeting Attendance or Preparation

SCHEDULE

Bastrop Quiet Zone Corridor from Carter Street to College Street - Conceptual Project Schedule (updated 9/20/2022)													
	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23
Quiet Zone Planning/Diagnostic													
City/KH Planning Study Contract Execution	█												
City/UPRR Preliminary Engineering Contract Agreement Execution		█	█	█									
Data Collection		█	█										
KH Prepare Initial Conceptual Layouts				█	█	█							
Diagnostic Team Meeting with City, UPRR, & FRA						█							
Diagnostic Meeting Minutes & Conceptual Layouts							█						
Diagnostic Team Review of Meeting Minutes & Conceptual Layouts								█	█	█			
Quiet Zone Study Report - DRAFT										█	█	█	
City/UPRR Review Quiet Zone Study Report												█	
Quiet Zone Study Report - FINAL													█

FEE AND EXPENSES

The scope of work described in this agreement can be completed for the lump sum price of **\$69,800**, summarized by task in the following table. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the City.

Task Name	Amount
Task 1 – Data Collection	\$17,800
Task 2 – Project Management & Council Workshop	\$10,500
Task 3 – UPRR and FRA Coordination	\$28,700
Task 4 – Quiet Zone Study Report	\$12,800
Total Lump Sum Fee	\$69,800

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

We appreciate the opportunity to provide these services to you. Please contact us if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.
TBPE Firm #928



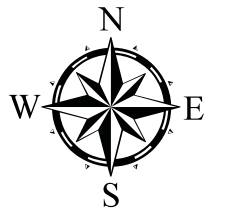
By: Nolan Pierce, P.E.
Project Manager



Scott R. Arnold, P.E.
Vice President



Railroad Crossings Map
January 2013



Legend

- Rail Road
- Rail Road Crossing

Cartographic Data for General Planning Purposes Only
 This product, created or hosted by the City of Bastrop, is for information purposes only and may not have been prepared for, or be suitable for, legal, engineering, or surveying purposes. The information does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Because the accuracy and precision of this data may be limited, the data should be used for informational purposes only and does not replace surveys conducted by a registered professional land surveyor, nor does it constitute an "official" verification of zoning, land use classification, or any other classification set forth in local, state, or federal regulatory processes. Neither the City of Bastrop, nor any of its employees or staff, makes any warranty of merchantability or fitness for a particular purpose regarding the data provided. In addition, the City of Bastrop, its staff, and its employees assume no liability or responsibility for the accuracy, completeness or usefulness of this product, nor does the City represent that its use would not infringe upon privately owned rights.

From: [Scott, Joann \(FRA\)](#)
To: [Trey Job](#)
Subject: Control RRS-220712-005
Date: Friday, August 5, 2022 2:47:22 PM

You don't often get email from joann.scott@dot.gov. [Learn why this is important](#)

Trey Job
tjob@cityofbastrop.org

Dear Mr. Job,


















Thank you for contacting the Federal Railroad Administration (FRA) with your quiet zone inquiry.

Yes, Union Pacific (UP) has to be informed of the quiet zone implementation and development. You may wish to contact FRA District Specialist Carolyn Cook at carolyn.cook@dot.gov. She will be happy to assist you with any question may have.

I hope this information is helpful and again, thank you for writing.

JoAnn Scott
Federal Railroad Administration
Outreach and Trespass Division
1200 New Jersey Avenue
Washington, DC 20590
joann.scott@dot.gov

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Section 8 Quiet Zones (QZ)

Please recognize UP is of the opinion that sounding the locomotive horn at highway-rail grade crossings enhances safety whereas QZs increase risk to motorists, pedestrians and trespassers. At a minimum, a diagnostic to evaluate the proposed QZ is recommended and safety treatments should be implemented at each crossing which can include Supplemental Safety Measures (SSM) and/or Alternative Safety Measures (ASM).

The federal regulation concerning train horns is officially known as the Train Horn Rule 49 CFR Part 222 or Quiet Zone Rule. The final rule became effective on June 24, 2005. This Rule requires the train horn to be sounded for 15 to 20 seconds before a locomotive enters a public at-grade crossing, but not more than a quarter mile in advance. The federal requirement preempts any state or local laws regarding the use of train horns at public crossings.

8.1 Quiet Zone Rule

The entity responsible for creating a QZ must be a highway agency or Authority with jurisdiction over the roadway, referred to as the Public Authority in Quiet Zone Rule. Quiet Zone Rule outlines the criteria to establish and maintain a QZ. The most common QZs are full or partial. In a full QZ, the train horn is silenced 24 hours per day. In a partial QZ, the horn is silenced between the hours of 10:00pm and 7:00am.

Upon the successful implementation of a QZ, it should be recognized that although trains will cease routine sounding of the horn at Grade Crossing(s), there are numerous situations when

sounding of the horn will be required. For example, a locomotive engineer will exercise discretion to sound the horn for safety purposes when pedestrians or workers are in proximity of the Grade Crossing(s) and when necessary to comply with any other train operating rules.

The Public Authority should refer to the FRA's [website](#) where links can be found to the [Guide to the QZ Establishment Process](#) and the final [Rule](#). The following is an abbreviated version of the process to establish a QZ at UP crossings.

It should be noted that the QZ process can be very complex and technical. If this is the Public Authority's first QZ, it may be advisable to seek the services of a consulting firm or other resource that has experience with the QZ process.

8.2 Minimum Requirements for a QZ

8.2.1 Minimum Length


















The QZ must be a minimum of one-half mile in length along the length to the Railroad ROW.

8.2.2 Active Warning Devices

Each Public At-Grade Crossing must be equipped with Active Grade Crossing Warning System comprising of both Flashing-Light Signal and gates which control traffic over the crossing and that conform to the standards contained in the MUTCD. Such Active Grade Crossing Warning System shall be equipped with Constant Warning Time devices, if reasonably practical, and power-out indicators.

8.2.3 Advance Warning Signs

Each approach to every Public and Private At-Grade Crossing within the QZ shall be equipped with MUTCD compliant advance warning signs that advise the motorist that train horns are not sounded at the crossing.

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8.2.4 Bells

Where crossings are equipped with bells and subjected to pedestrian traffic, the bells must be retained and maintained in working condition.

8.2.5 Private or Pedestrian Crossings

Private or pedestrian crossings within the boundaries of a QZ must be included in the QZ, evaluated by a diagnostic team and equipped or treated in accordance with the recommendations of the diagnostic team. At a minimum, each approach to every private crossing requires an MUTCD compliant crossbuck and "STOP" sign to be installed at the expense of the Public Authority. Both private and pedestrian crossings must be equipped with MUTCD compliant advance warning signs advising that train horns are not sounded.

8.2.6 MUTCD Compliance

All public crossings within the QZ must be in compliance with the requirements of the MUTCD.

8.3 How to Initiate a QZ at UP Crossings

The first step to establish a QZ is to submit a request to the **UP Public Projects Contact Center**. The Quiet Zone Rule requires the QZ process to be initiated and progressed by the Public Authority or their representative. Requests from citizens or developers must go through the Public Authority.

Upon receipt of a verified request, UP will assign a QZ consultant to the project. The consultant will perform preliminary research to assess the complexity of the project. This information will be used to estimate UP costs to participate in the QZ process. Once this information is gathered, the Public Authority will be contacted to discuss the QZ process described in this section and cost estimates.


















If the Public Authority agrees to proceed, a Reimbursement Agreement must be executed by the Public Authority to reimburse UP for the engineering services required to manage the QZ project. After the agreement is executed, the following is a high-level outline of the steps required to implement a QZ at UP crossings.

8.3.1 Pre-diagnostic Call

The Public Authority will coordinate an initial conference call to include any other authorities with jurisdiction over the roadway, the FRA, Union Pacific, any other railroads that own tracks in the proposed QZ crossings, and any utilities that may be affected. The purpose of the call is to review the Public Authority's concept plans and to schedule the Field Diagnostic, per Section 2.2. The amount of time planned for the Field Diagnostic should include a kick-off meeting, a minimum of 30 minutes at each crossing (additional time for complex crossings) and a wrap-up meeting at the end of each day.

8.3.2 Field Diagnostic

The Public Authority will coordinate a Field Diagnostic comprised of the same stakeholders as were included in the pre-diagnostic call. At a minimum representatives from the Public Authority, FRA and railroad(s) must be present. A QZ diagnostic includes the same process as described in **Section 2.2** of this document and incorporates the additional criteria outlined in the Rule to establish a QZ.

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8.4 QZ Designation

The following is a summary of some of the designations that can be used to establish a QZ.

8.4.1 Public Authority Designation

This designation can be found under Section 222.39(a) of the Quiet Zone Rule and does not require formal approval by the FRA. It is the opinion of UP that the public authority should make every attempt to establish the proposed QZ under section 222.39(a)(1) by implementing Supplemental Safety Measures (SSMs) at every crossing.

Supplemental Safety Measures may include the following.

- Permanent crossing closures
- Four-quadrant gate systems
- Medians or channelization devices on both approaches to the crossing
- One-way streets with gates

Note that intersecting streets, commercial driveways or alleys within 60 feet of the gate arm in down position may impact whether a median or channelization devices qualify as SSMs. Whenever possible, these intersections should be closed or moved to reduce the risk of motorists circumventing the safety measures to go around the gates.

8.4.2 Public Authority Application


















The Public Authority may apply to the FRA for approval of a QZ that does not fall within the criteria for a Public Authority Designation described in the Rule under section 222.39(a). Under this designation one or more safety measures must be implemented that can include alternative safety measures (ASMs), or a combination of ASMs and SSMs. Criteria for this designation can be found under section 222.39(b) of the Quiet Zone Rule.

ASMs are safety improvements that do not fully comply with the requirements for an SSM. These safety improvements must be reviewed by the FRA Associate Administrator who has final approval authority for the QZ.

ASMs can include the following.

- Modified SSMs (e.g., medians less than 60 feet in length, three-quadrant gates)
- Credit for pre-existing modified SSMs
- Engineered ASMs (i.e., geometric improvements)
- Non-engineering ASMs (e.g., programmed enforcement, photo enforcement, public education, and awareness)

UP interprets the Train Horn Rule, as a guideline of minimum safety measures to be implemented at QZs. In the interest of safety, each crossing to be considered for a QZ should be evaluated individually rather than basing the selection of crossings to achieve an averaged risk below the Nationwide Significant Risk Threshold or the Risk Index With Horns.

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8.5 Notices Required to Establish a QZ

At this point in the process, the diagnostic has been completed, concept plans prepared, and a QZ designation selected. The following notices must be provided from the Public Authority by certified mail. Please note that the stakeholder comment periods start from the date of the postage stamp.

It is critical for the Public Authority to carefully review section 222.43 of the Quiet Zone Rule and follow each step in detail. Failure to comply with the specific requirements for each of the notices will result in rejection due to deficiencies and could add significant delays and costs to the project.

8.5.1 Notice of Intent (NOI)

This is the first notice required to officially start the regulatory process to establish a QZ It must be sent by certified mail to:

- all railroads operating over the public crossings within the QZ,
- the State agency responsible for highway and road safety, and
- the State agency responsible for Grade Crossing safety.

Although not specified in the Quiet Zone Rule, it is recommended to provide a courtesy copy of the notice to the local FRA contact.

A period of 60 days is allowed for comments to be returned to the public authority from the designated stakeholders. Section 222.43(b) of the Quiet Zone Rule specifies all contents required to be submitted in the NOI.

8.5.2 Notice of Establishment (NOE)

The NOE is the final stage of a QZ project. It is filed once all of the safety improvement project work is complete and the QZ is ready for implementation. The NOE must be sent by certified mail to:


















- all railroads operating over the public grade crossings within the QZ,
- the highway or traffic control or law enforcement authority having jurisdiction over vehicular traffic at grade crossings within the QZ,
- the landowners having control over any private grade crossings within the QZ,
- the State agency responsible for highway and road safety,
- the State agency responsible for grade crossing safety, and
- the FRA Associate Administrator.

The NOE must include the date upon which the QZ will be established. This date can be no earlier than 21 days after the date on the postage stamp.

Upon receipt of the NOE, UP performs a review of the information provided to verify all requirements specified under section 222.43(d) of the Rule have been met. Any discrepancies will result in rejection of the NOE. If this happens, the Public Authority must resolve the discrepancies and resubmit the NOE with a new date of establishment.

Additionally, a pre-implementation inspection will be scheduled for attendance by representatives from the Public Authority, FRA, and Railroad(s). The purpose of the inspection is to verify all safety improvements, signs, and pavement markings have been implemented in accordance with the Diagnostic Team recommendations and the Quiet Zone Rule.

UP requests 60 days advance notice of the planned QZ establishment. This communication can be made by email or phone in advance of the official NOE mailing. This allows sufficient time to schedule the pre-implementation inspection, address any discrepancies identified and perform preparation required by the Railroad to cease routine sounding of the train horn.

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8.6 General Costs of Safety Measures

QZs not only have the potential to create a risk but can also be a cost burden to taxpayers. The Public Authority is responsible for the costs associated with project management, safety measure design, construction, and maintenance and replacement of existing Active Grade Crossing Warning Systems and their components. These costs also include Wayside Horn Systems used either within a QZ or as a one-for-one replacement for the train horn.

In addition to the Reimbursement Agreement required to fund the QZ establishment process, additional agreements may be required for any construction and maintenance work performed by the Railroad. UP will need guaranteed reimbursement for all actual costs associated with the installation and maintenance of the Railroad improvements.

Estimated costs for Railroad improvements for typical QZ safety measures are as follows.

Table 8.1 QZ Safety Measure Estimated Costs

Four-quadrant gate systems:	\$300,000 to \$500,000
Active Grade Crossing Warning Systems (includes flashing lights and gates, constant warning time detection, power out indicator, and cabin):	\$185,000 to \$400,000
Interconnection for existing Active Grade Crossing Warning System with constant warning time:	\$50,000 to \$130,000
Annual maintenance:	\$4,000 to \$20,000

These costs are exclusive of engineering, design, construction management, inspection, travel, and testing.

8.7 Contact Information

To ensure timely response, please forward all QZ notifications by certified mail to the address below.

Union Pacific Railroad
 Engineering-Public Projects
 Attn: Quiet Zone Establishment
 1400 Douglas Street, MS 910
 Omaha, NE 68179-0910

8.8 Union Pacific Project Agreements

An agreement will be required to reimburse the Railroad for all costs associated with a QZ project. Estimated costs for the agreement are based on several factors including the complexity of the project.

See [Section 12.1.1 Reimbursement Agreement](#) for more information.



STAFF REPORT

MEETING DATE: November 8, 2022

TITLE:

Consider action to approve the extension of a Letter of Intent between the City of Bastrop and Sunway Hospitality to establish a partnership toward the development of a 130-150 room hotel, update to the City of Bastrop Convention & Exhibit Center façade, development of associated kitchen facilities, and supportive retail.

STAFF REPRESENTATIVE:

Submitted by: Rebecca Gleason, Assistant City Manager

BACKGROUND/HISTORY:

In 2015, the City of Bastrop contracted for an assessment of the Bastrop Convention & Exhibit Center. The report, conducted by Harde Partners, LLC, states that the lack of an adjoining hotel was a hindrance to the Convention Center's performance. In contract with the City of Bastrop, DP Consulting in 2017 stated that there was market justification for a 120+/- room hotel to be built on the site next to the Convention Center. Through the City Council's focus on Economic Vitality, staff was tasked with creating sustainability through enhancing public/private partnerships and through Fiscal Responsibility, maintaining our fiduciary duty of full utilization of the City asset of the Convention Center.

With Council's guidance, City staff contracted with Esch Development Solutions, LLC to review proposals for possible recommendation to Council for a letter of intent to be signed which occurred on July 26, 2022 between Sunway Hospitality and the City of Bastrop. The non-binding Letter of Intent provided for a 90-day expiration on exclusivity of negotiations.

During the past 90 days, both sides have explored the possibility of partnership including the necessary steps for design, construction, a possible quiet zone, the legal agreements necessary to proceed and at what intervals, as well as the necessary possible need for legislative assistance.

Currently, details are being finalized on a master timeline to understand exactly what needs to occur and when. The timeline will include intervals for Council updates as well as points where Council will need to determine if they would like to proceed with the partnership negotiations.

Currently, both sides are interested in proceeding with working out the details of the master timeline as well as preliminary schematic designs for Council review. An extension of 90-days is requested for the current letter of intent.

FUNDING SOURCE:

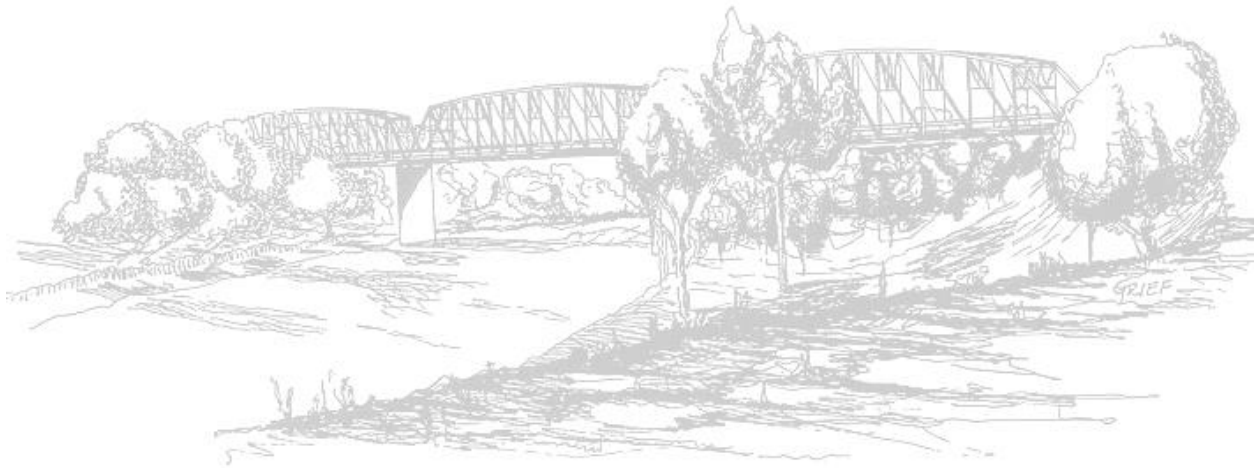
The funding for hotel pursuit costs will not exceed \$350,000 from one-time HOT Funds.

RECOMMENDATION:

The Assistant City Manager for Community Engagement to approve the extension of a Letter of Intent between the City of Bastrop and Sunway Hospitality to establish a partnership toward the development of a 130-150 room hotel, update to the City of Bastrop Convention & Exhibit Center façade, development of associated kitchen facilities, and supportive retail.

ATTACHMENTS:

- Extension Letter
- Original Letter of Intent





10700 Richmond Ave, Suite 321, Houston, Texas 77042 713-900-2109 www.SunwayHotel.com

November 3, 2022

Ms. Rebecca Gleason – Assistant City Manger
Mr. Trey Job – Assistant City Manger
City of Bastrop
1311 Chestnut Street
Bastrop, Texas 78602

Re: Extension of Letter of Intent dated July 20, 2022


Rebecca and Trey,

This Letter confirms our mutual intentions to extend the effective period of the Letter of Intent executed on July 20, 2022 by and between the Developer, Sunway Hospitality, Inc. and the City of Bastrop with respect to the potential project described therein through the end of January 2023, to allow ample time for the negotiation and preparation of preliminary due diligence in regards to the possible development of a nationally branded hotel connected to the Bastrop Convention & Exhibit Center.

City of Bastrop

Sunway Hospitality, Inc.

By: _____

By:  _____

Name: Sylvia Carrillo

Name: David S. Parker

Title: City Manager _____

Title: C.E.O. _____



10700 Richmond Ave, Suite 321, Houston, Texas 77042 713-900-2109 www.SunwayHotel.com

July 20, 2022

Ms. Rebecca Gleason – Assistant City Manger
 Mr. Trey Job – Assistant City Manger
 City of Bastrop
 1311 Chestnut Street
 Bastrop, Texas 78602

Letter of Intent

Rebecca and Trey,

This Letter of Intent sets forth the terms and conditions of a long-term ground lease between Developer and City for the construction of a nationally branded hotel connected to the Bastrop Convention & Exhibit Center.

A. Proposed Project:

1. Premises, as shown in current survey (Exhibit A), shall include +/- 9.1 acres of land containing the 26,000-square foot Bastrop Convention & Exhibit Center (BCEC) and +/- 300 parking spaces.
2. Added facilities shall include a Hilton Tapestry Hotel (or similar brand) having between 130 and 150 guestrooms with an associated commercial kitchen as well as brand standard amenities to include:
 - 2a. A restaurant and bar, possible coffee shop, and possible temporary or permanent retail space with connection to the public realm.
 - 2b. Event Lawn suitable for community gatherings and group events.
 - 2c. Hotel tower will connect to the BCEC. The commercial kitchen shall be sized to accommodate professional catering services for the BCEC.
3. The project is anticipated to be developed consistent with the budget included in the developer's attached proposal.

Letter of Intent

Proposed Bastrop Hotel

July 20, 2022

1. A rebate of the City's portion of the Hotel Occupancy Taxes (HOT) generated by the Hotel, presently set at 7% of Rooms Revenue.
 - 1a. **Term:** 20 Years
 - 1b. **Maximum Amount:** Not to exceed the total cost of the hard construction costs of constructing the hotel tower, the renovations to the BCEC, and any other site improvements deemed necessary to accommodate the project.
 - 1c. **Periodic Reporting:** Developer will be responsible for all periodic reporting to the City and DMO regarding marketing goals.
 2. City to pursue the creation of a "Quiet Zone" from the Union Pacific Railroad line for those intersections impacting the hotel.
 3. **Joint Funding:** The estimated cost to get to a binding agreement to proceed with the project is approximately \$400,000 which is 2/3rds of the \$600,000 soft costs in the development budget. Of that \$400,000 the costs will be incurred equally by both parties for preliminary design and documentation necessary to reasonably establish the scope of construction cost. Both Parties will have input on the design process. The maximum amount of shared funding will be determined prior to Lease execution.
- D. For a period of 90 days, the Parties agree to work exclusively with each other on definitive documents that establish the agreements necessary for the transaction.

This Term Sheet is non-binding on the parties and is neither a commitment nor an offer to commit to any transaction. Any commitment by the parties listed herein is subject to the negotiation and preparation of a final, definitive Lease Agreement.

City of Bastrop

Sunway Hospitality, Inc.

By: By: 

Name: Paul A. Hofmann

Name: David S. Parker

Title: City ManagerTitle: CEO



STAFF REPORT

MEETING DATE: November 8, 2022

TITLE:

Consider action to approve Resolution No. R-2022-111 of the City Council of the City of Bastrop, Texas awarding a community support service agreement for operating, marketing, and staffing a historical museum and visitor center and providing visitor center services to the Bastrop County Historical Society, at a cost of Two Hundred and Fifty-One Thousand and Three Hundred Ninety-Seven and 00/100 dollars (\$251,397.00) attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the contract; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:

Candice Butts, Main Street Manager

BACKGROUND/HISTORY:

The City has been supporting the Bastrop County Historical Society through Hotel Occupancy Tax since 2003 and the Visitor Center since 2006. The organization has increased its programming over the last several years and is a draw for tourists in our community. Council appropriated the above amount with the FY 2023 Budget.

POLICY EXPLANATION:

The Bastrop County Historical Society plans to continue to effectively market and promote the Bastrop County Historical Society as part of the overall Bastrop visitor experience. The FY 2023 Community Support Service Agreement outlines specific deliverables and reflects the services that the organization stated would be provided as part of their funding request.

FUNDING SOURCE:

Hotel Occupancy Tax Fund **(Page 163 of the Budget Book)**

RECOMMENDATION:

Consider action to approve Resolution No. R-2022-111 of the City Council of the City of Bastrop, Texas awarding a community support service agreement for operating, marketing, and staffing a historical museum and visitor center and providing visitor center services to the Bastrop County Historical Society, at a cost of Two Hundred and Fifty-One Thousand and Three Hundred Ninety-Seven and 00/100 dollars (\$251,397.00) attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the contract; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution No. R-2022-111
- Community Service Support Agreement

RESOLUTION NO. R-2022-111

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AWARDING A COMMUNITY SUPPORT SERVICE AGREEMENT FOR SERVICES FOR OPERATING, MARKETING AND STAFFING A HISTORICAL MUSEUM AND VISITOR CENTER AND PROVIDING VISITOR CENTER SERVICES TO THE CITY OF BASTROP, AT A COST OF TWO HUNDRED AND FIFTY-ONE THOUSAND AND THREE HUNDRED NINETY-SEVEN AND 00/100 DOLLARS (\$251,397.00) AS ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS FOR THE AGREEMENT; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

WHEREAS, The City Council recognizes the Bastrop County Historical Society as the safe-keeper and storyteller of our authentic historic past; and

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

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

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

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

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

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

SECTION 1. That the City Manager is hereby authorized to execute a community support service agreement associated with services associated with operating, marketing, and staffing a historical museum and visitor center and providing visitor center services to the Bastrop County Historical Society, at a cost of Two Hundred and Fifty-One Thousand and Three Hundred Ninety-Seven and 00/100 dollars (\$251,397.00) attached as Exhibit A.

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

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

SECTION 4. That this resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY RESOLVED AND APPROVED by the City Council of the City of Bastrop this 8th day of November 2022.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

E. Accounting Practices. Organization shall utilize generally accepted bookkeeping and standard accounting practices to maintain complete and accurate financial records of all expenditures of grant funds. Upon the City's request, the Organization shall promptly make the records available for inspection and review at any time during the term of this Agreement.

F. Audit. Organization shall have its records and accounts audited annually and shall prepare an annual financial statement based on the audit. Audits and financial statements shall be prepared by a certified public accountant (CPA) who is licensed in Texas or a public accountant who holds a permit to practice from the Texas State Board of Public Accountancy. Audits and financial statements shall be available to the City upon request, and shall be public records

G. Records Retention. All reports and records related to grant funds shall be maintained by the Organization and available to the City for a period of at least 3 years of the Effective Date. If there is any dispute regarding these reports or records, the retention period shall be extended in accordance with the City's instructions. To the extent Organization's records regarding services provided under this Agreement are subject to the Texas Public Information Act, Organization agrees to cooperate with any open records requests.

H. Hotel Occupancy Tax Policy. Hotel Occupancy Taxes. Organization shall comply with the requirements in Chapter 351 of the Texas Tax Code in the use of hotel occupancy taxes.

4. GENERAL PROVISIONS

A. Duration. This Agreement shall be in effect for fiscal year 2022-2023, which commences October 1st, 2022 and ends September 30th, 2023 / a term of 1 year (365 days), unless earlier terminated as provided herein.

B. Suspension of Payments.

(1) Misappropriation. Organization's failure to use the funds in the manner approved by this Agreement, as specified in Exhibit "A", shall be grounds for the City to suspend the remittance of further payments to the Organization under the Agreement.

(2) Comingling. Organization's failure to properly segregate grant funds shall be grounds for the City to suspend the remittance of further payments to the Organization under the Agreement.

N. **Effective Date.** The City and the Organization make and execute this Agreement to be effective upon the 06 day of October, 2022.

IN WITNESS, WHEREOF:

CITY:

by: _____
Sylvia Carrillo, City Manager
City of Bastrop

Date of Execution: _____

ORGANIZATION:

by: Nicole DeGuyman
Executive Director

Bastrop County Historical
Society

Date of Execution: 10/06/2022

ATTEST:

by: _____
Ann Franklin, City Secretary
City of Bastrop

Exhibit "A"



**BCHS Visitor Center
Budget FY 2023 DRAFT**

Expenses:

Dedicated Visitor Center Facility	2023
Administration & Office	
Computer Equipment & Software	\$1,200
Computer Maintenance & Repair	\$1,000
Insurance	\$4,000
Office Supplies	\$1,500
Telephone	\$1,050
Printing	\$800
Professional Development	\$600
Postage	\$400
Volunteer Appreciation	\$300
Building Operations (50%)	
Building Maintenance (Includes Elevator & AC)	\$13,000
Housekeeping	\$4,500
Janitorial Supplies	\$2,000
Utilities	\$6,500
Payroll & Payroll Taxes (See attachment)	\$119,536
Special Events	
Housekeeping/Janitorial Service	\$600
Payroll & Payroll Taxes	<u>\$0</u>
	Subtotal \$156,986
 Marketing & Promotion	 <u>\$6,000</u>
	TOTAL \$162,986



Visitor Center Payroll Detail

	2023
VC Manager (Full time + COLA)	\$44,334
VC Special Events Coordinator (Part time)	\$13,450
VC Associate (2 part time)	\$32,052
 Director (50%)	 <u>\$29,700</u>
 Total	 \$119,536

**BCHS Museum
HOT Fund Budget FY 2023**

	2023
Income from HOT Funds	\$88,411
Allotment for Preservation & Promotion	
Archival Equipment	\$1,300
Archival Supplies	\$1,920
Exhibits (Temporary & Traveling)	\$5,000
Permanent Exhibit Maintenance	\$3,000
Public Programs	\$1,000
Continuing Visitor Communication	\$3,000
Payroll & Taxes	\$39,231
Postage	\$500
Signage	\$0
Website	\$500
	<u>\$55,451</u>
Allotment for Tours & Rendezvous Public Gala	
(Homes Tour/Tour Expenses)	
Advertising Home Tour	\$1,500
Gift for Homeowners on Tour	\$600
Home Tour Printing	\$900
Payroll & Taxes	\$7,500
Postage	\$350
Refreshments for VC Day of Tour	\$110
Rendezvous	\$3,000
Sponsor Board	\$0
	<u>\$13,960</u>
Tour (Step-on bus, walking, docent led museum) Program Implementation	
Coordinator	\$13,000
Training Materials & other supplies	\$2,500
Recruitment & Training	\$3,500
	<u>\$19,000</u>
TOTAL	\$88,411

**BCHS Museum
HOT Fund Budget FY 2023**

Preservation Budget Detail

Archival Equipment	2023
PastPerfect archival database - annual	\$700
Computer - laptop	\$400
Adobe Acrobat - annual	\$200
	<u>\$1,300</u>

Archival Supplies

Archival File Folders	\$150
Archival Doc. Sleeves 8.5 x 10 (250 ct)	\$150
Archival Photo Sleeves (multi photos)	\$300
Archival Boxes	\$0
Envelopes, packing tape, document tape	\$250
Misc.	\$100
Inkjet refill for Brother color printer	\$70
Ink for large Brother printer	\$100
REV - audio transcription (100/ea)	\$600
Books, videos, etc. for collection	\$200
	<u>\$1,920</u>

Preservation & Promotion Payroll & Taxes

Archivist (12 months - part time)	\$19,095
Assistant Archivist (12 months - part time)	\$12,636
Director (12 months - 1/8 time)	\$7,500
	<u>\$39,231</u>

Exhibit "B"**CITY'S MODIFIED SERVICES PLAN**

Present 12 months' worth of programs annually (October – September) designed to appeal to tourists and attract overnight visitation to City Council.

All artwork, images and details regarding the individual programs such as "performances," "classes," or "exhibits" for the contract period including ticket prices and purchasing methods must have specific program details received by Visit Bastrop. All artwork, images, and marketing details must be provided to Visit Bastrop 30 days before the event.

Maintain an active social media and online digital presence with written goals for growth of following, reach, and engagement. Include claiming your google listing, yelp, trip advisor, and similar listings.

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

Develop and present an annual operating budget to the City.

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

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

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

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

Actively participate with the City of Bastrop, Main Street Advisory Board, and Cultural Arts Commission to develop and foster a thriving cultural arts destination.

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

Provide volunteer assistance for goodie bag stuffing and distribution to meeting

attendees.

Remain open for downtown special events to provide public restrooms and improve visitor experience.

The Visitor Center will be open a minimum of 40 hours per week.

Work with the City of Bastrop and Visit Bastrop to create "programming" that would be available for groups and conventions.

Exhibit "C"

NOTICE TO ORGANIZATION

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

Bastrop County Historical Society
Attn: Nicole DeGuzman
904 Main Street
Bastrop, Texas 78602



STAFF REPORT

MEETING DATE: November 8, 2022

TITLE:

Consider action to approve Resolution No. R-2022-112 of the City Council of the City of Bastrop, Texas awarding a community support service agreement for services associated with operating, marketing, and providing of cultural art, to the Lost Pines Art Center, at a cost of One Hundred Twenty-Nine Thousand and Six Hundred and Sixty and 00/100 dollars (\$129,660.00) attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the contract; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:

Candice Butts, Main Street Manager

BACKGROUND/HISTORY:

The Lost Pines Art Center has received HOT funding going back to FY 2013 through FY 2017 and again in FY 2020 through FY 2022 Council appropriated the above amount with the FY 2023 Budget.

POLICY EXPLANATION:

The Lost Pines Art Center plans to continue to effectively market and promote the Lost Pines Art Center as part of the overall Bastrop visitor experience. The FY 2023 Community Support Service Agreement outlines specific deliverables and reflects the services that the Lost Pines Art Center stated would be provided as part of their funding request.

FUNDING SOURCE:

Hotel Tax Fund (Page 163 of the Budget Book)

RECOMMENDATION:

The Main Street Manager, recommends Council approval of Resolution No. 2022-112 of the City Council of the City of Bastrop, Texas awarding a community support service agreement for services for operating, marketing, and staffing of the Lost Pines Art Center and providing programs to citizens and tourists, at a cost of One Hundred Twenty-Nine Thousand and Six Hundred and Sixty and 00/100 dollars (\$129,660.00) as attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the agreement; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution No-R-2022-112
- Community Support Service Agreement

RESOLUTION NO. R-2022-112

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AWARDED A COMMUNITY SUPPORT SERVICE AGREEMENT FOR SERVICES FOR OPERATING, MARKETING AND STAFFING LOST PINES ART CENTER AND PROVIDING PROGRAMS TO CITIZENS AND TOURISTS, AT A COST OF ONE HUNDRED TWENTY-NINE THOUSAND AND SIX HUNDRED AND SIXTY AND 00/100 DOLLARS (\$129,660.00) AS ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS FOR THE AGREEMENT; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

WHEREAS, The City Council recognizes the Lost Pines Art Center as an art and cultural organization; and

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

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

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

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

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

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

SECTION 1. That the City Manager is hereby authorized to execute a community support service agreement associated with services associated with operating, marketing, and staffing an art center to the Lost Pines Art Center, at a cost of One Hundred Twenty-Nine Thousand and Six Hundred and Sixty and 00/100 dollars (\$129,660.00) attached as Exhibit A.

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

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

SECTION 4. That this resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY RESOLVED AND APPROVED by the City Council of the City of Bastrop this 8th day of November 2022.

CITY OF BASTROP, TEXAS

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



COMMUNITY SERVICES FUNDING AGREEMENT FY 2022 - 2023

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

NOW, IN CONSIDERATION of the mutual covenants to be performed by the Parties and other valuable consideration hereby acknowledged, therefore, be it mutually agreed as follows:

1. SCOPE OF SERVICES

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

2. FUNDING

- A. Amount.** The City shall provide to Organization grant funds in an amount up to a sum not to exceed One Hundred Twenty-Nine Thousand and Six Hundred and Sixty and 00/100 dollars (\$129,660.00).
- 8. Disbursals.** The City shall remit payment to the Organization of the grant funds due quarterly as an installment.

3. ACCOUNTABILITY

- A. Funding Source Identification.** Organization shall prominently include the City of Bastrop all educational and marketing materials promoting services covered by this Agreement, including (but not limited to) print items, internet posts, and social media. Such materials will also include the line, "Funding for this program was made possible through a grant from the City of Bastrop."
- 8. Written Reports.** Organization shall submit to the Community Impact Manager written reports on a quarterly basis describing the status of the services provided under this Agreement. Quarterly reports shall be submitted during the months of January, April, July, and October. Reports shall be public records. The first three reports shall be progress reports, and the fourth report shall be an annual summary. The reports shall include (but are not limited to) the following information:
 - (1) Services:** a description of the services provided during the preceding quarter; and
 - (2) Financial Statement:** a financial statement for the reporting period that indicates how the Organization expended grant funds; and
 - (3) Promotions:** copies of promotional materials distributed.
 - (4) Data:** such data as deemed necessary to adequately measure the Organizations impact on increasing visitors to the area and recognition to the city as cultural art destination
- C. Oversight of Expenditures.** Organization shall exercise all reasonable, prudent and diligent efforts to ensure the proper and legal oversight, use, and expenditure of the grant funds conveyed under this Agreement. Organization's failure to use the funds in the manner approved by this Agreement shall void and negate the City's obligation to make any further payments to the Organization under the Agreement.
- D. Comingling.** Organization shall properly segregate grant funds and shall not comingle grant funds with other financial assets of the Organization.

E. Accounting Practices. Organization shall utilize generally accepted bookkeeping and standard accounting practices to maintain complete and accurate financial records of all expenditures of grant funds. Upon the City's request, the Organization shall promptly make the records available for inspection and review at any time during the term of this Agreement.

F. Audit. Organization shall have its records and accounts audited annually and shall prepare an annual financial statement based on the audit. Audits and financial statements shall be prepared by a certified public accountant (CPA) who is licensed in Texas or a public accountant who holds a permit to practice from the Texas State Board of Public Accountancy. Audits and financial statements shall be available to the City upon request, and shall be public records

G. Records Retention. All reports and records related to grant funds shall be maintained by the Organization and available to the City for a period of at least 3 years of the Effective Date. If there is any dispute regarding these reports or records, the retention period shall be extended in accordance with the City's instructions. To the extent Organization's records regarding services provided under this Agreement are subject to the Texas Public Information Act, Organization agrees to cooperate with any open records requests.

H. Hotel Occupancy Tax Policy. Hotel Occupancy Taxes. Organization shall comply with the requirements in Chapter 351 of the Texas Tax Code in the use of hotel occupancy taxes.

4. GENERAL PROVISIONS

A. Duration. This Agreement shall be in effect for fiscal year 2022-2023, which commences October 1st, 2022 and ends September 30th, 2023 / a term of 1 year (365 days), unless earlier terminated as provided herein.

B. Suspension of Payments.

(1) Misappropriation. Organization's failure to use the funds in the manner approved by this Agreement, as specified in Exhibit "A", shall be grounds for the City to suspend the remittance of further payments to the Organization under the Agreement.

(2) Comingling. Organization's failure to properly segregate grant funds shall be grounds for the City to suspend the remittance of further payments to the Organization under the Agreement.

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

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

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

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

C. Termination. In the event that the Organization fails to abide by any of the terms of this Agreement, the City may terminate the Agreement and any obligations of the City hereunder, as set forth herein, with absolutely no penalty or claim against the City by the Organization. Notice of termination shall negate the City's obligation to remit a scheduled payment (if any). Upon termination for failure to cure the misappropriation of grant funds, Organization is obligated to reimburse the City for all funds misappropriated by the Organization in violation of this Agreement.

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

E. Good Standing. The Organization hereby represents that it is in good standing with the Texas Secretary of State and has no City, County, State, or Federal debts or liens charged against it. Organization shall notify the City of any change in such status within 30 days of Organization's receipt of notification.

F. Future Appropriations. Any future grants by the City are conditioned on appropriations by the City Council. The Parties acknowledge that nothing related to this Agreement or the City's stated desire to support the Organization (generally), at the time of execution of this Agreement, may be inferred to indicate that the City will provide any funds in the future. The Organization acknowledges that funding by the City shall be decided on a fiscal year basis and will be determined by the City Council based upon its evaluation of the City's budget and considering all fiscal needs confronting the City, including needs related to the proposed community services.

G. Notices. Any notice necessary or appropriate relative to this Agreement shall be effective when deposited in the United States mail, either certified and/or registered mail, postage prepaid and addressed as provided herein. Notices to the City shall be sent to the City's designated staff contact person:

City of Bastrop
Attn: Rebecca Gleason, Assistant City Manager for Community Engagement
P.O. Box 427 Bastrop, Texas 78602

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

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

I. Governing Law & Venue. This Agreement shall be subject to the laws of the State of Texas and the City of Bastrop, Texas. Venue for any disputes arising under this Agreement shall rest solely in Bastrop County.

J. Indemnity. Organization agrees to and shall indemnify and hold harmless and defend the City of Bastrop, Texas, its officers, agents, representatives, consultants, and employees from any and all claims, losses, causes of action and damages, suits, and liability for the gross negligence and willful misconduct of Organization, including all expenses of litigation, court costs, and attorney fees, for injury to or death of any person, or from damage to any property, arising from or in connection with the operations of Organization, or its officers, agents and employees, carried out in furtherance of this Agreement.

K. Insurance. The Organization shall maintain a comprehensive general liability insurance policy for its operations. The policy shall name City as an additional insured. The Organization shall also maintain insurance on the Organization's personal property, in an amount determined sufficient by the Organization. The Organization shall deliver copies of the insurance policies specified hereunder to the City within 30 days of the Effective Date.

L. Inclusiveness: This document represents the entire understanding between the Parties. This Agreement may only be amended in writing with the mutual consent of the Parties.

M. Severability: If any sentence, clause or portion of this Agreement is deemed unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

N. **Effective Date.** The City and the Organization make and execute this Agreement to be effective upon the _____ day of _____, 2022.

IN WITNESS, WHEREOF:

CITY:

by: _____
Sylvia Carrillo, City Manager
City of Bastrop
Date of Execution: _____

ORGANIZATION:

by: Kaye Sepikas
Executive Director
Lost Pines Art Center
Date of Execution: 10/6/2022

ATTEST:

by: _____
Ann Franklin, City Secretary
City of Bastrop

Exhibit "A"

HOT funds for the 2022-2023 timeline will be used for: arts and culture programs, community activities, festivals, healing arts, marketing and promotions, and staffing and operations.



Lost Pines Art Center 2023 Program Offerings

- Monthly - Art After Dark with a quarterly featured artist that brings additional family and friends from all around Texas.
- Ongoing
 - Glassblowing
 - Demonstrations
 - Blow your own
 - Acrylic Pour
 - Alcohol Ink
 - Wood Carving
- Multi-day Art Immersion Weekend – May 2023
- Wine and Unwind – Date Night, Girls Night Out, Other Experience (Rotation)
- Handmade Craft Shows
- Partner projects – Continue First Saturday (Art After Dark) to expand the First Friday experience and encourage more visitors to spend the weekend.
- Quarterly art shows featuring member artwork for viewing and selling
- Main Fundraiser returns November 2023
 - Glass Blowing Demonstrations w/ Q&A
 - Bronze Pour Demonstrations w/ Q&A
 - Black Light Acrylic Painting Demonstrations
 - Lighted Physical Artists (Stilt Walkers, contortionists, Jugglers)
 - Fine Art Raffle, including bronze sculpture, blown glass, original painting from live demo
- Bastrop Art Fest – Annual beginning Fall 2023
 - This event will feature 3 bronze pours by the foundry, DIY art make and take projects for the whole family, music, food by Southside Market, art sales, and glassblowing demonstrations
- Online art shows
- International music and dance – quarterly show
- Lost Pines Christmas
- Youth Art Month (April)
- Bird lovers Weekend
- Fashion Show partnership with Art Institute

Lost Pines Art Center
HOT Fund Budget FY 2022-2023

Income/Expense

HOT Fund Request	129,660.00
Advertising	
Advertising	2,000.00
Office/General	
Comm-email system	600.00
Supplies/Office Supplies	1,000.00
Total Office/General	1,600.00
Payroll Expenses (FT program coordination, PT program developer)	91,200.00
Program Expenses	
Classes Expenses	2,000.00
Festival-Show Expenses	500.00
Glass Silo	15,000.00
Receptions-Art Show Expenses	2,500.00
Program Supplies	500.00
Total Program Expenses	20,500.00
Subcontract Staffing	
Glass Silo Salary	1,500.00
Instructor Pay	3,500.00
Saturday Support	9,360.00
Total Subcontract Staffing	14,360.00
Total Expense	129,660.00

For 2023 the LPAC has increased it's request to assist with: program development (fine tuning and expanding existing programs along with creating new ones), the increased costs associated with program facilitation and coordination, and expenses around the glass blowing silo which has become extremely popular seeing much interest from visitors throughout Texas.

Other sources of revenue include art immersion experiences, art sales, classes, membership, TCA grants, and lease payments from the Art Institute. Beginning in November 2022 we will host two fundraising events - an evening event and an all day art fest featuring bronze pours, DIY art experiences, music, food, etc. anticipating over 500 attendees.

Beginning July 1, 2022, and continuing through the Fall, the Board of Directors and staff of the LPAC will be going through a formal strategic planning process to ensure sustainable growth over the next 5 years. During this process long range plans will be developed to continue our pursuit of establishing the Lost Pines Art Center as a major art destination.

Exhibit "B"

CITY'S MODIFIED SERVICES PLAN

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

Details regarding the individual programs such as "performances," "classes," or "exhibits" for the contract period including ticket prices and purchasing methods must have specific program details received by Visit Bastrop. All artwork, images and details regarding the individual programs such as "performances," "classes," or "exhibits" for the contract period including ticket prices and purchasing methods must have specific program details received by Visit Bastrop. All artwork, images, and marketing details must be provided to Visit Bastrop 30 days before the event.

Maintain an active social media and online digital presence.

With written goals for growth of following, reach, and engagement. Include claiming your google listing, yelp, trip advisor, and similar listings.

Develop an annual marketing and or strategic plan that addresses identifying additional funding sources for sustainability.

Develop and present an annual operating budget to the City.

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

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

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

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

Actively participate with the City of Bastrop, Main Street Advisory Board, and Cultural Arts Commission to develop and foster a thriving cultural arts destination.

Follow all applicable local, state and federal laws related to building improvements and

expenditures of Hotel Occupancy Tax funds.

Receive all site, building, and sign permits including certificates of occupancy by the entity before starting any new improvements or renovations.

Exhibit "C"

NOTICE TO ORGANIZATION

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

Lost Pines Art Center
Attn: Kaye Sapikas
1204 Chestnut Street
Bastrop, Texas 78602



STAFF REPORT

MEETING DATE: November 8, 2022

TITLE:

Consider action to approve Resolution No. R-2022-113 of the City Council of the City of Bastrop, Texas awarding a Community Support Service Agreement for services associated with operating, marketing, and the providing of cultural art and theater services to the Bastrop Opera House, at a cost of One Hundred and Forty-Seven Thousand and Eight Hundred Eighteen 00/100 Dollars (\$147,818.00) attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the agreement; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:

Candice Butts, Main Street Manager

BACKGROUND/HISTORY:

The City has been supporting the Bastrop Opera House through Hotel Occupancy Tax since 2003. The Opera House has increased its programming over the last several years and is a draw for tourists in our community. Council appropriated the above amount with the FY 2023 Budget.

POLICY EXPLANATION:

The Bastrop Opera House plans to continue to effectively market and promote the Bastrop Opera House as part of the overall Bastrop visitor experience. The FY 2023 Community Support Service Agreement outlines specific deliverables and reflects the services that the Bastrop Opera House stated would be provided as part of their funding request.

FUNDING SOURCE:

Hotel Tax Fund (**Page 163 of the Budget Book**)

RECOMMENDATION:

The Main Street Manager, recommends approval of Resolution No. R-2022-113 of the City Council of the City of Bastrop, Texas awarding a Community Support Service Agreement for services associated with operating, marketing, and the providing of cultural art and theater services to the Bastrop Opera House, at a cost of One Hundred and Forty-Seven Thousand and Eight Hundred Eighteen 00/100 Dollars (\$147,818.00), attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the agreement; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution No. R-2022-113
- Community Service Support Agreement

RESOLUTION NO. R-2022-113

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AWARDED A COMMUNITY SUPPORT SERVICE AGREEMENT FOR SERVICES ASSOCIATED WITH OPERATING, MARKETING, AND PROVIDING OF CULTURAL ART AND THEATER SERVICES TO THE BASTROP OPERA HOUSE, AT A COST OF ONE HUNDRED AND FORTY-SEVEN THOUSAND AND EIGHT HUNDRED EIGHTEEN 00/100 DOLLARS (\$147,818.00) ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS FOR THE AGREEMENT; PROVIDING FOR A REPEALING CLAUSE AND ESTABLISHING AN EFFECTIVE DATE.

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

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

WHEREAS, The City Council realizes the importance of preserving the Bastrop Opera House and providing theatrical entertainment and education to the Citizens of Bastrop, Texas and our out-of-town visitors; and

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

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

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

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

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

SECTION 1. That the City Manager is hereby authorized to execute a community support service agreement associated with services associated with operating, marketing, and providing of cultural art and theater services, to the Bastrop Opera House, at a cost of One Hundred and Forty-Seven Thousand and Eight Hundred Eighteen 00/100 Dollars (\$147,818.00) attached as Exhibit A.

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

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

SECTION 4. That this resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY RESOLVED AND APPROVED by the City Council of the City of Bastrop this 8^h day of November 2022.

CITY OF BASTROP, TEXAS

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



COMMUNITY SERVICES FUNDING AGREEMENT FY 2022 - 2023

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

NOW, IN CONSIDERATION of the mutual covenants to be performed by the Parties and other valuable consideration hereby acknowledged, therefore, be it mutually agreed as follows:

1. SCOPE OF SERVICES

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

2. FUNDING

- A. Amount.** The City shall provide to Organization grant funds in an amount up to a sum not to exceed One Hundred and Forty-Seven Thousand and Eight Hundred Eighteen 00/100 Dollars (\$147,818.00).
- 8. Disbursals.** The City shall remit payment to the Organization of the grant funds due annually as an installment.

3. ACCOUNTABILITY

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

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

4. GENERAL PROVISIONS

- A. Duration.** This Agreement shall be in effect for fiscal year 2022-2023, which commences October 1st, 2022 and ends September 30th, 2023 / a term of 1 year (365 days), unless earlier terminated as provided herein.
- B. Suspension of Payments.**
- (1) Misappropriation.** Organization's failure to use the funds in the manner approved by this Agreement, as specified in Exhibit "A", shall be grounds for the City to suspend the remittance of further payments to the Organization under the Agreement.
- (2) Comingling.** Organization's failure to properly segregate grant funds shall be grounds for the City to suspend the remittance of further payments to the Organization under the Agreement.

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

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

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

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

C. Termination. In the event that the Organization fails to abide by any of the terms of this Agreement, the City may terminate the Agreement and any obligations of the City hereunder, as set forth herein, with absolutely no penalty or claim against the City by the Organization. Notice of termination shall negate the City's obligation to remit a scheduled payment (if any). Upon termination for failure to cure the misappropriation of grant funds, Organization is obligated to reimburse the City for all funds misappropriated by the Organization in violation of this Agreement.

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

E. Good Standing. The Organization hereby represents that it is in good standing with the Texas Secretary of State and has no City, County, State, or Federal debts or liens charged against it. Organization shall notify the City of any change in such status within 30 days of Organization's receipt of notification.

F. Future Appropriations. Any future grants by the City are conditioned on appropriations by the City Council. The Parties acknowledge that nothing related to this Agreement or the City's stated desire to support the Organization (generally), at the time of execution of this Agreement, may be inferred to indicate that the City will provide any funds in the future. The Organization acknowledges that funding by the City shall be decided on a fiscal year basis and will be determined by the City Council based upon its evaluation of the City's budget and considering all fiscal needs confronting the City, including needs related to the proposed community services.

G. Notices. Any notice necessary or appropriate relative to this Agreement shall be effective when deposited in the United States mail, either certified and/or registered mail, postage prepaid and addressed as provided herein. Notices to the City shall be sent to the City's designated staff contact person:

City of Bastrop
 Attn: Rebecca Gleason, Assistant City Manager for Community Engagement
 P.O. Box 427 Bastrop, Texas 78602

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

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

N. Effective Date. The City and the Organization make and execute this Agreement to be effective upon the _____ day of _____, 2022.

IN WITNESS, WHEREOF:

CITY:

by: _____
Sylvia Carrillo, City Manager
City of Bastrop
Date of Execution: _____

ORGANIZATION:

by: Lisa Holcomb
Executive Director
Bastrop Opera House
Date of Execution: 10-10-22

ATTEST:

by: _____
Ann Franklin, City Secretary
City of Bastrop

Exhibit "A"

Budget relevant to Hot Fund request

Production Projects:	94,318.00
Production Project Coordinator:	20,000.00
Academy Youth Project:	13,500.00
 Advertising:	 20,000.00

TOTAL Requested: \$147,818

Advertising Plan for the 2022-2023 Season

Proper and aggressive marketing is very important to the success of each of our productions.

Social Media: Each show is heavily marketed on Facebook, Instagram and Twitter and . Each show has several scheduled post that come out each week through the run of the production. There are scheduled post that are paid to be boosted throughout the run of the production. In addition, the Austin Statesman also promotes the performances on social media as well as email blast that go out to 50,000 people. These also target to Austin, San Antonio, Houston greater areas. We target people specifically looking for live theatre performances.

Print ads: Ads are placed in newspapers for each production that target outside the 50 mile radius of the Bastrop city limits.

Other Sources of Income:

Dell: \$100 - \$150 monthly
 Season Sponsors
 Show Sponsors
 Income from ticket sales
 Income from Academy tuition

Exhibit "B"**CITY'S MODIFIED SERVICES PLAN**

Present 12 months' worth of programs annually (October – September) designed to appeal to tourists and attract overnight visitation to City Council.

All artwork, images and details regarding the individual programs such as "performances," "classes," or "exhibits" for the contract period including ticket prices and purchasing methods must have specific program details received by Visit Bastrop. All artwork, images, and marketing details must be provided to Visit Bastrop 30 days before the event.

Maintain an active social media and online digital presence with written goals for growth of following, reach, and engagement. Include claiming your google, yelp, trip advisor, and similar listings.

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

Develop an annual marketing and strategic plan that addresses identifying additional funding sources for sustainability.

Develop and present an annual operating budget to the City.

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

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

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

Work with the City of Bastrop and Visit Bastrop to create "programming" that would be available for groups and conventions.

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

Actively participate with the City of Bastrop and Cultural Arts Commission to development and foster a thriving Cultural Arts District.

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

Receive all site, building and sign permits including certificates of occupancy by the entity before starting any new improvements or renovations.

Exhibit "C"

NOTICE TO ORGANIZATION

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

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