

**Bastrop, TX City Council Meeting Agenda**  
**Bastrop City Hall City Council Chambers**  
**Bastrop, Texas 78602**  
**(512) 332-8800**



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**June 24, 2025**

**Regular City Council Meeting at 6:30 PM**

**AMENDED Agenda – Item 6C and Items 10F & 10G in Packet**

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*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.*

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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](http://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**

**2. PLEDGE OF ALLEGIANCE**

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

**3. INVOCATION** - Arthur Banks, City of Bastrop Police Chaplain

**4. EXECUTIVE SESSION**

**4A.** City Council shall convene into a closed executive session pursuant to Texas Government Code Section 551.071 to seek the advice of legal counsel regarding Visit Bastrop.

- 4B. City Council shall convene into a closed executive session pursuant to Texas Local Government Code Section 551.071 and 551.072 to seek advice of legal counsel to discuss and deliberate regarding the proposed sale of real estate property located along Blakey Lane.
- 4C. City Council shall convene into a closed executive session pursuant to Texas Local Government Code Section 551.071 and 551.072 to seek advice of legal counsel to discuss and deliberate regarding the proposed sale of real estate property located along Jasper Street.
- 4D. City Council shall convene into a closed executive session pursuant to Texas Government Code Section 551.071 and Section 551.072 to seek advice of legal counsel to discuss the implications of the City of Austin's Aquifer Storage and Recovery Project on the City of Bastrop's water supply.
- 4E. City Council shall convene into a closed executive session pursuant to Texas Government Code Section 551.071 and Section 551.072 to seek advice of legal counsel to discuss the proposed development at North End Prairie.

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

**6. PRESENTATIONS**

6A. Mayor's Report

6B. Council Members' Report

6C. City Manager's Report

A. Old Iron Bridge Update - Ribbon cutting tentatively set for July 26th

B. Water Wells - Water was flowing as of Monday, 6/16/2025

C. Blakey Lane / Old Austin Highway - Roundabout is under redesign- Working through appraisal and offer on Blakey Lane.

D. Wastewater Plant - Project Meeting on Monday. 6/23/25

E. Streets / Water Street - Engineering is underway for the design due to no/little existing base.

F. Parks & Quality of Life - Final numbers for projects and project management timeline is being prepared.

G. Budget & Open Gov - Continued work. OpenGov will also provide project management oversight in a more transparent way.

H. CHARM Workshop - Wed, June 25th. Super critical flood damage and planning information will be shared.

I. Sit with Syl - Wednesday, June 25th, 7:30 am, City Hall

**J. City Council Retreat**



- 6D. PROCLAMATION - Recognizing the month of July as National Park and Recreation Month in the City of Bastrop.

Submitted by: Terry Moore, Parks and Recreation Director

**7. WORK SESSIONS/BRIEFINGS - NONE**

**8. STAFF AND BOARD REPORTS**

- 8A. Receive a presentation on the unaudited Monthly Financial Report for the period ending May 2025.

Submitted by: Laura Allen, Assistant Finance Director

**9. 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 Board/Commission must complete a citizen comment form and give the completed form to the Board/Commission Secretary prior to the start of the Board/Commission meeting. In accordance with the Texas Open Meetings Act, if a citizen discusses any item not on the agenda, the Board/Commission cannot discuss issues raised or make any decision at this time. Instead, the Board/Commission 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 the City Manager for research and possible future action. Profanity, physical or other threats are not allowed and may subject the speaker to loss of the time for comment, and if disruptive to the conduct of business, could result in removal of the speaker.*

**10. 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.**

- 10A. Consider and act on the second reading of Ordinance No. 2025-54, amending Chapter 1, Article 1.10 Park Rules of the Bastrop Code of Ordinances, to reflect various updates to language, permit requirements and related processes, as attached in Exhibit A.

Submitted by: Terry Moore, Parks and Recreation Director

- 10B. Consider and act on the first reading of Ordinance No. 2025-57, establishing 1.198 acres located at 101 Grady Tuck Lane, Bastrop, Texas, otherwise known as the Bark Park, as designated parkland, and move to include on the July 8, 2025, Consent Agenda for a second reading.

Submitted by: Terry Moore, Parks & Recreation Director

- 10C. Consider and act on the second reading of Ordinance No. 2025-53 amending the budget for the Fiscal Year 2025 in accordance with existing statutory requirements; appropriating the various amounts herein as attached in Exhibit A.

Submitted by: Laura Allen, Assistant Finance Director

- [10D.](#) Consider action to approve Resolution No. R-2025-109 of the City Council of the City of Bastrop, Texas, directing publication of the notice of intent to issue Certificate of Obligations in the amount of \$20M with an estimated interest rate of 5.00%.

Submitted by: Judy Sandroussi, Finance Director

- [10E.](#) Consider and act on Resolution No. R-2025-108, accepting a sponsorship donation in the amount of \$500 from Frontier Bank in support of the 2025 Big Bang Celebration event.

Submitted by: Terry Moore, Parks & Recreation Director

- [10F.](#) Consider action to approve Resolution No. R-2025-112, restoring procedural powers to the Office of the Mayor and repealing Resolution No. R-2024-48, which revised certain rules and procedures governing City Council meetings.

Submitted by: Michael Muscarello, City Secretary

- [10G.](#) Consider action to approve Resolution No. R-2025-113, restoring rights and privileges to the Office of the Mayor and repealing Resolution No. R-2024-49, which removed certain rights and powers of the Office of the Mayor.

Submitted by: Michael Muscarello, City Secretary

- [10H.](#) Consider and act to approve the Bastrop City Council minutes from the June 5, 2025, Special Meeting, June 10, 2025, Regular Meeting, and the June 14, 2025 Special Meeting.

Submitted by: Michael Muscarello, City Secretary

## **11. ITEMS FOR INDIVIDUAL CONSIDERATION**

- [11A.](#) Consider and act on the first reading of Ordinance No. 2025-56 of the City of Bastrop, Texas, authorizing a one-time 50% fee reduction for the renewal of 2025 City of Bastrop alcohol permits.

Submitted by: Michael Muscarello, City Secretary

- [11B.](#) Consider and act on Resolution No. R-2025-106, approving the Bastrop Public Library Public Rooms Policy, which is attached as Exhibit A.

Submitted by: Bonnie Pierson, Library Director

- [11C.](#) Consider and act on Resolution No. R-2025-32, approving a construction contract with Emerson Construction Company, Inc. for a not-to-exceed amount of Two Million, Four Hundred Five Thousand, Seventy-Nine Dollars and Zero Cents (\$2,405,079.00) for the rehabilitation of Wastewater Treatment Plants No. 1 and No. 2.

Submitted by: Curtis Hancock, Director of Water & Wastewater

- [11D.](#) Consider and act on Resolution No. R-2025-105, approving a construction contract with Advanced Rehabilitation Technology for the rehabilitation of twelve (12) manholes and the Mauna Loa Lift Station wet well.

Submitted by: Curtis Hancock, Director of Water & Wastewater

- 11E. Consider and act on Resolution No. R-2025-111 of the City Council of the City of Bastrop, Texas, approving the Bastrop Economic Development Corporation's ("BEDC") expenditure for the purchase or lease of a BEDC vehicle, in an amount not to exceed seventy-five thousand dollars (\$75,000); authorizing the City Manager to execute all necessary documents; and establishing an effective date.

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager and BEDC Interim Executive Director, and Dori Kelley, BEDC Business Attraction, Retention, and Expansion Manager

## 12. 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](http://www.cityofbastrop.org) and said Notice was posted on the following date and time: Wednesday, June 18, 2025 at 4:00 p.m. and the **amended Agenda Notice was posted on Friday, June 20, 2025 at 3:00 p.m.** and remained posted for at least two hours after said meeting was convened.

/s/Michael Muscarello  
Michael Muscarello, City Secretary



# STAFF REPORT

**MEETING DATE:** June 24, 2025

**TITLE:**  
Mayor's Report

**AGENDA ITEM SUBMITTED BY:**  
Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

**POLICY EXPLANATION:**

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

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

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

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



# STAFF REPORT

**MEETING DATE:** June 24, 2025

**TITLE:**

Council Members' Report

**AGENDA ITEM SUBMITTED BY:**

Sylvia Carrillo-Trevino, ICMA-CM, CPM, 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 salutory 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 salutory recognition for purposes of this subdivision;
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# STAFF REPORT

**MEETING DATE:** June 24, 2025

**TITLE:**

City Manager's Report

**AGENDA ITEM SUBMITTED BY:**

Sylvia Carrillo-Trevino, ICMA-CM, CPM, 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;
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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:** June 24, 2025

**TITLE:**

A proclamation of the City Council of the City of Bastrop, Texas recognizing the month of July as National Park and Recreation Month.

**AGENDA ITEM SUBMITTED BY:**

Terry Moore, Parks and Recreation Director

**BACKGROUND/HISTORY:**

Each year, the National Recreation and Park Association (NRPA) designates the month of July as Park and Recreation Month to recognize the vital role that parks, trails, open spaces, and recreational programs play in building healthy, connected, and resilient communities. First established in 1985, 2025 marks the 40th anniversary of this national observance. In 2009, the U.S. House of Representatives formally recognized July as Park and Recreation Month, further reinforcing its importance.

The theme for 2025, “Build Together, Play Together,” highlights how collaboration—between staff, volunteers, and the community—is essential in creating inclusive and vibrant park spaces for all.

This proclamation acknowledges the ongoing efforts of the City of Bastrop, along with numerous community partners and volunteer groups who support park development, beautification, and programming. Notable contributions include garden and wildlife habitat projects by the Bastrop County Master Gardeners and Master Naturalists, environmental education efforts by the Bastrop County Audubon Society, youth-led service projects by the Boy Scouts and BHS PALS, and civic support from the Bastrop County Rotary Club and other local volunteers.

The proclamation supports continued community appreciation and engagement with Bastrop’s parks while recognizing the shared investment in keeping these public spaces active, welcoming, and well-maintained.

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

Staff recommends City Council approve the proclamation recognizing July 2025 as Park and Recreation Month in the City of Bastrop to highlight the City’s commitment to parks and recreation and acknowledge the contributions of community partners and volunteers.



**ATTACHMENTS:**

- Proclamation National Park and Recreation Month

# Proclamation



**WHEREAS**, parks and recreation programs are essential to the health and well-being of communities and individuals, and they enhance the quality of life in cities across the country, including here in Bastrop; and

**WHEREAS**, the City of Bastrop is committed to maintaining beautiful, safe, and accessible parks and providing diverse recreational opportunities that foster community engagement, physical activity, and social connection; and

**WHEREAS**, the dedicated staff of the City of Bastrop work tirelessly to care for our parks, trails, and recreational facilities, ensuring that residents of all ages can enjoy the benefits of outdoor spaces year-round; and

**WHEREAS**, the City of Bastrop is proud to collaborate with a wide range of local volunteer organizations whose time, energy, and passion enhance the experience of our parks and green spaces, including:

- Bastrop County Master Gardeners, for their work in establishing and maintaining the community garden at Bob Bryant Park, and for leading a Plant Identification Project to educate visitors about native plant species;
- Lost Pines Chapter of the Texas Master Naturalist, for their development and maintenance of the raised garden beds at City Hall, the pollinator prairie, and bird blinds in local parks, supporting wildlife habitat and public education;
- Bastrop County Audubon Society, for installing and maintaining Purple Martin houses, which promote the conservation of native bird species;
- Boy Scouts, for building and installing bird houses, creating trail markers, and contributing additional amenities throughout the park system;
- Bastrop County Rotary Club, for their contributions to bird house installation supporting environmental enrichment and habitat expansion;
- Bastrop High School PALS and community volunteers, for participating in trash pick-up days, painting projects, and a public mural project, helping to beautify and maintain park spaces;

**WHEREAS**, these partnerships demonstrate the power of community in sustaining and enriching our parks, making them places of pride and inclusion for all; and

**WHEREAS**, the National Recreation and Park Association has designated the month of July as Park and Recreation Month since 1985, and 2025 marks the 40th anniversary of this national celebration; and

**WHEREAS**, in 2009, the United States House of Representatives officially recognized July as Park and Recreation Month, underscoring the vital role of parks and recreation in enhancing quality of life;

**NOW, THEREFORE**, I, Ishmael Harris, Mayor of the City of Bastrop, Texas, do hereby proclaim **July 2025** as

## **NATIONAL PARK AND RECREATION MONTH**

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Official Seal of the City of Bastrop, Texas to be affixed this 24th day of June 2025.

**CITY OF BASTROP, TEXAS**

**ATTEST:**



# STAFF REPORT

**MEETING DATE:** June 24, 2025

**TITLE:**

Receive presentation on the unaudited Monthly Financial Report for the period ending May 2025.

**AGENDA ITEM SUBMITTED BY:**

Laura Allen, Assistant Finance Director

**BACKGROUND/HISTORY:**

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

This reporting requirement is set forth by the City of Bastrop Financial Management Policies, Chapter IV. Operating Budget, Section D. Reporting, as adopted by Resolution R-2023-123 on August 22, 2023.

**April Highlights Include:**

- All funds have a positive bottom line. With revenue exceeding the forecast by 11% and expenditures under the forecast by 27%.

**Items to Draw Attention to Include:**

**Revenue**

- Sales Tax is less than forecast by 3.2%. That is a difference of \$188K for the General Fund.
- Property Tax proceeds are over forecast by 3.67% or \$201K.
- Impact Fees revenues continue to remain above forecast for the fourth consecutive month with revenue exceeding the forecast by 34.8%.
- Water/Wastewater revenues exceed the forecast by 5.3% or \$313K.
- BP&L revenues currently exceed the forecast by \$267K or 4.71%.
- HOT proceeds exceed the forecast by 16.5% or \$402K.
- Development Services exceeded the forecast by 29.2%. Large jump in April contributed to BISD building permit for classroom and gym addition as well as permits for PetSmart and Burleson Crossing Shell buildings.

**Expenditures**

- General Fund actual expenditures are running 97.7% to forecast.
- Water/Wastewater actual expenditures are running 96.8% of projections.
- Electric's expenses are 4% below forecast.
- HOT funds actual expenses are 97.5% of projected forecasted.
- Development Services actual expenses are at 95.8% of the forecast.

# CITY OF BASTROP

## Comprehensive Monthly Financial Report (Unaudited)

May 2025



# Performance at a Glance as of May 31, 2025



		YEAR TO DATE	REFERENCE
ALL FUNDS SUMMARY		POSITIVE	Page 3-4
SALES TAXES		WARNING	Page 6
PROPERTY TAXES		POSITIVE	Page 7
GENERAL FUND EXPENSE BY DEPARTMENT		POSITIVE	Page 8
WATER/WASTEWATER REVENUES		POSITIVE	Page 9
WATER/WASTEWATER EXPENDITURES BY DIVISION		POSITIVE	Page 10
ELECTRIC REVENUES		POSITIVE	Page 11
HOTEL OCCUPANCY TAX REVENUES		POSITIVE	Page 12
HOTEL OCCUPANCY TAX EXPENDITURES BY DIVISION		POSITIVE	Page 13
DEVELOPMENT SERVICES REVENUES		POSITIVE	Page 14
DEVELOPMENT SERVICES EXPENDITURES BY DIVISION		POSITIVE	Page 15
STREET MAINTENANCE REVENUES		POSITIVE	Page 16
PERFORMANCE INDICATORS			
POSITIVE	= Positive variance or negative variance < 1% compared to seasonal trends		
WARNING	= Negative variance of 1-5% compared to seasonal trends		
NEGATIVE	= Negative variance of > 5% compared to seasonal trends		



REVENUE SUMMARY BY FUND					
	FY2025		FY2025		FY2025
	<u>Approved Budget</u>		<u>Forecast YTD</u>		<u>Actual YTD</u>
					<u>Variance</u>
General	\$ 17,841,342		\$ 13,520,173		\$ 13,636,664 0.9%
Designated	92,210		59,240		117,537 98.4%
General Fund One-time	8,000		5,333		7,306 37.0%
Development Services	1,930,000		1,207,667		1,560,203 29.2%
Street Maintenance	3,039,000		1,966,497		2,226,502 13.2%
General Fund Debt Service	4,529,812		4,109,891		3,961,324 -3.6%
CIP General Gov't Projects	841,057				156,528 0.0%
Land Acquisition	-		-		10,349 0.0%
Water/Wastewater	9,628,000		5,919,690		6,233,587 5.3%
Water/Wastewater Debt	6,617,960		3,695,773		4,520,458 22.3%
Water/Wastewater Capital Proj	140,000		93,333		114,121 22.3%
Impact Fees	3,415,997		1,977,331		2,664,867 34.8%
Vehicle & Equipment Replacement	2,195,311		1,684,208		1,703,289 1.1%
Electric	9,484,000		5,667,900		5,935,108 4.7%
HOT Tax Fund	3,958,000		2,574,748		2,850,498 10.7%
Library Board	21,000		14,000		23,887 70.6%
Cemetery (Adjusted due to CIP)	202,800		127,700		165,078 29.3%
Capital Bond Projects	387,500		-		839,199 0.0%
Grant Fund	6,667,945		-		963,132 0.0%
Park/Trail Land Dedicaiton	1,865		1,243		1,395 12.2%
Hunter's Crossing PID	581,279		578,944		516,843 -10.7%
Bastrop EDC	1,663,322		1,164,092		1,139,911 -2.1%
TOTAL REVENUES	\$ 73,246,400		\$ 44,367,763		\$ 49,347,786 11.2%
POSITIVE	= Positive variance or negative variance < 1% compared to forecast				
WARNING	= Negative variance of 1-5% compared to forecast				
NEGATIVE	= Negative variance of >5% compared to forecast				

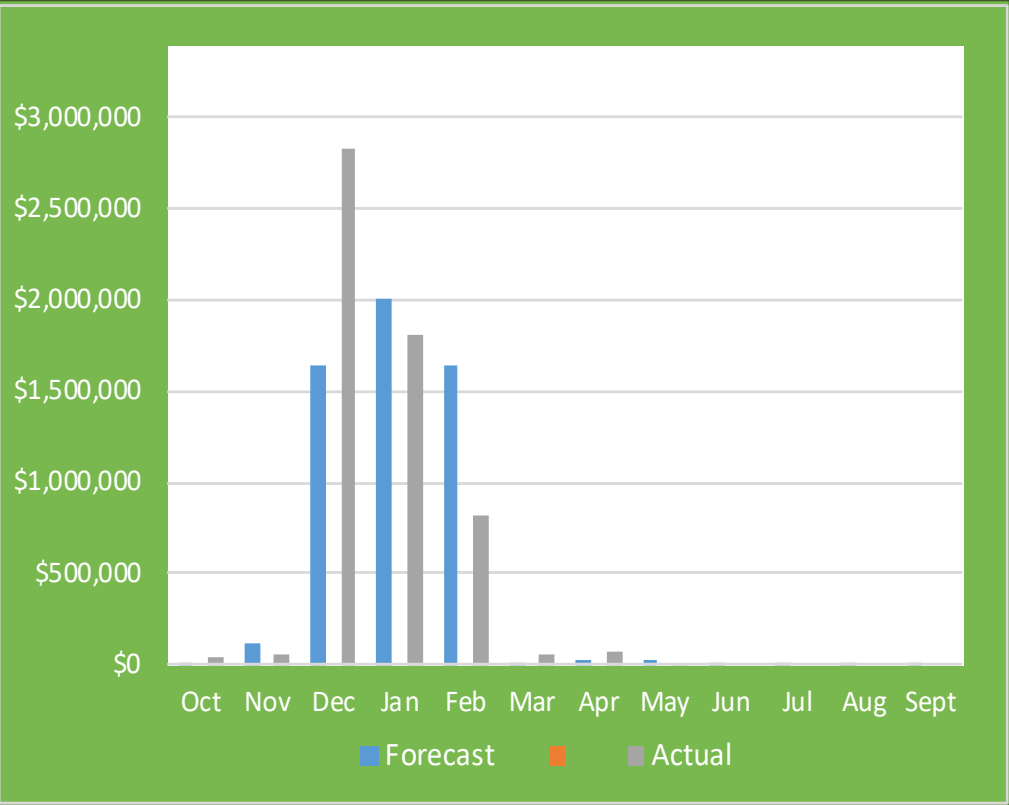


EXPENSE SUMMARY BY FUND					
	FY2025		FY2025		FY2025
	<u>Approved Budget</u>		<u>Forecast YTD</u>		<u>Actual YTD</u>
					<u>Variance</u>
General	\$ 18,653,550		\$ 12,834,462		\$ 12,542,331 -2.3%
Designated	234,800		156,533		15,960 -89.8%
General Fund One-time	131,000		91,000		85,819 -5.7%
Development Services	1,910,655		1,273,770		1,220,167 -4.2%
Street Maintenance	3,894,000		2,596,000		1,614,248 -37.8%
Debt Service	4,529,812		1,326,000		1,278,233 -3.6%
General Gov't Projects	839,557				101,762 0.0%
Land Acquisition	303,483		303,483		302,710 -0.3%
Water/Wastewater	11,527,501		8,331,627		8,066,314 -3.2%
Water/Wastewater Debt	6,617,959		1,747,000		1,746,239 0.0%
Water/Wastewater Capital Proj.	140,000		70,000		33,979 -51.5%
Revenue Bond, Series 2020	-		-		674,070 0.0%
CO, Series 2021	1,264,772		650,000		598,414 -7.9%
CO, Series 2024	36,845,000		24,563,333		16,356,819 -33.4%
Impact Fees	3,707,000		2,471,333		1,955,125 -20.9%
Vehicle & Equipment Replacement	3,005,368		2,312,820		1,969,653 -14.8%
Electric	9,348,350		5,799,656		5,564,123 -4.1%
HOT Tax Fund	4,390,117		3,347,848		3,265,255 -2.5%
Library Board	18,800		12,533		3,813 -69.6%
Cemetery	815,567		552,378		375,771 -32.0%
Hunter's Crossing PID	559,019		516,646		155,324 -69.9%
CO, Series 2018	494,000		329,333		67,234 0.0%
Limited Tax Note, Series 2020	32,500		10,833		- 0.0%
America Rescue Plan	2,433,071		-		- 0.0%
CO, Series 2022	2,241,950		1,494,633		25,555 -98.3%
CO, Series 2023	13,500,000		9,000,000		1,134,733 0.0%
Grant Fund	6,667,944		4,445,296		1,343,498 0.0%
Bastrop EDC	3,462,616		2,308,411		2,005,188 -13.1%
TOTAL EXPENSES	\$ 137,568,391		\$ 86,544,929		\$ 62,502,336 -27.8%
TOTAL EXPENSES	\$ 256,483,232		\$ 160,255,397		\$ 112,462,341 -29.8%
<div> <div>POSITIVE</div> <div>WARNING</div> <div>NEGATIVE</div> </div> <div>                     = Positive variance or negative variance &lt; 1% c ompared to forecast                      = Negative variance e of 1-5% compared to forecast                      = Negative variance e of &gt;5% c ompared to forecast                 </div>					

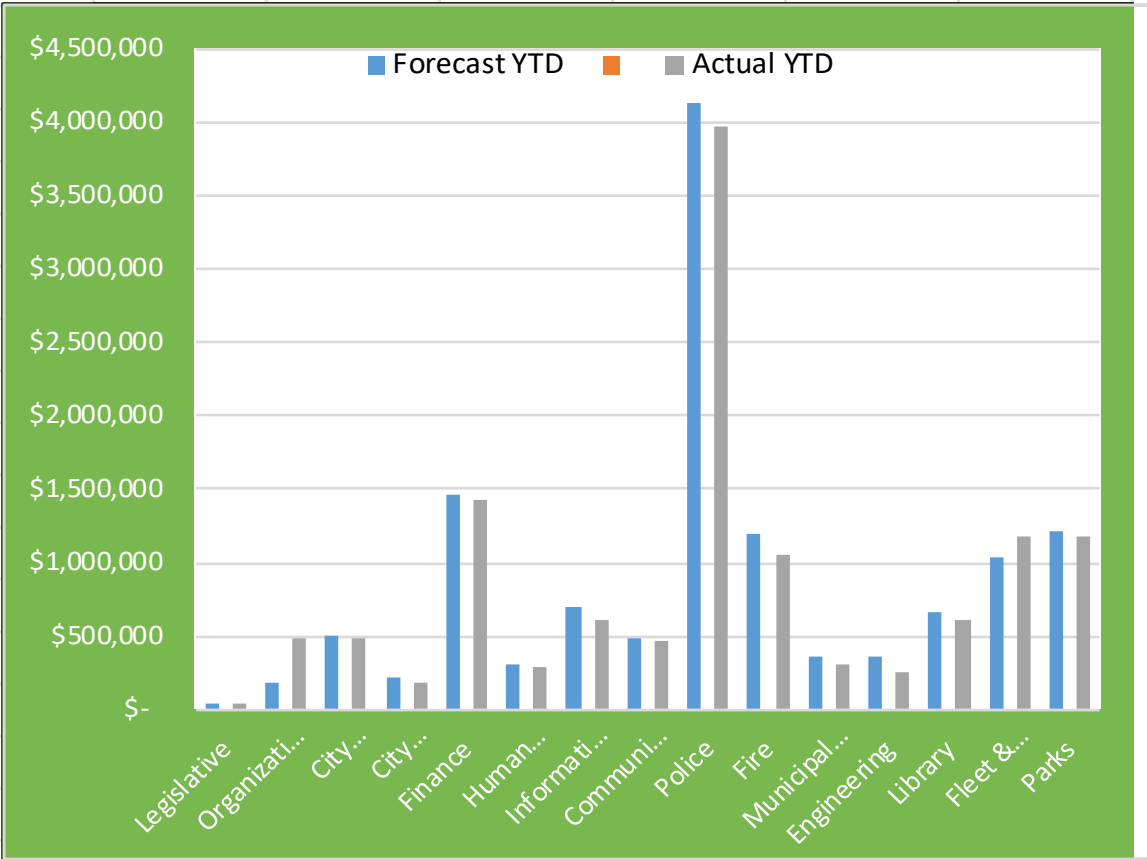
SALES TAX REVENUE										
Total Per Month from the State						Allocation Based on Rate*				
	FY2025	FY2024	FY2023	FY2022	FY2021		2024-2025			
							BEDC	Street	City	Total
Oct	931,579	1,060,649	954,398	830,741	684,402	Oct	77,632	232,895	621,052	931,579
Nov	979,392	1,021,968	962,220	955,667	759,657	Nov	81,616	244,848	652,928	979,392
Dec	1,046,364	955,780	941,605	839,693	721,007	Dec	87,197	261,591	697,576	1,046,364
Jan	1,077,869	1,030,693	978,537	931,798	711,849	Jan	89,822	269,467	718,580	1,077,869
Feb	1,556,639	1,198,859	1,173,677	1,063,051	907,369	Feb	129,720	389,160	1,037,759	1,556,639
Mar	978,177	916,206	901,054	791,530	690,871	Mar	81,515	244,544	652,118	978,177
Apr	866,944	1,018,673	923,239	774,413	601,543	Apr	72,245	216,736	577,963	866,944
May	1,070,083	1,041,718	1,083,119	995,806	967,408	May	89,174	267,521	713,389	1,070,083
Jun		1,093,357	905,039	946,520	849,950	Jun				
Jul		1,035,037	1,076,736	961,322	826,835	Jul				
Aug		1,059,959	1,162,918	1,037,028	935,725	Aug				
Sep		1,218,057	967,537	957,229	869,998	Sep				
Total	8,507,047	12,650,953	12,030,080	11,084,799	9,526,614	Total	708,921	2,126,762	5,671,365	8,507,047
										-
WARNING	Sales Tax is 50% of the total budgeted revenue for General Fund. As of May the year-to-date revenue is 3.2% less than forecast.									

REVENUE ANALYSIS			
PROPERTY TAX REVENUE			
	FY2025	FY2025	Monthly
Month	Forecast	Actual	Variance
Oct	\$ 8,000	\$ 38,904	\$ 30,904
Nov	114,338	59,718	\$ (54,620)
Dec	1,646,236	2,830,920	\$ 1,184,684
Jan	2,001,704	1,804,746	\$ (196,958)
Feb	1,645,064	817,841	\$ (827,223)
Mar	15,934	61,229	\$ 45,295
Apr	26,868	75,235	\$ 48,367
May	26,868	(2,093)	\$ (28,961)
Jun	10,467		\$ (10,467)
Jul	10,467		\$ (10,467)
Aug	10,467		\$ (10,467)
Sept	10,467		\$ (10,467)
Total	\$ 5,526,880	\$ 5,686,500	\$ 159,620
Cumulative Forecast	\$ 5,485,012		
Actual to Forecast	\$ 201,488	3.67%	
POSITIVE	Property tax represents 30.7% of the total General Fund revenue budget. As you can see from the forecast, they are generally collected from December to February. As of May actuals exceed forecast by 3.67%.		

Month	Forecast (\$)	Actual (\$)
Oct	8,000	38,904
Nov	114,338	59,718
Dec	1,646,236	2,830,920
Jan	2,001,704	1,804,746
Feb	1,645,064	817,841
Mar	15,934	61,229
Apr	26,868	75,235
May	26,868	(2,093)
Jun	10,467	
Jul	10,467	
Aug	10,467	
Sept	10,467	

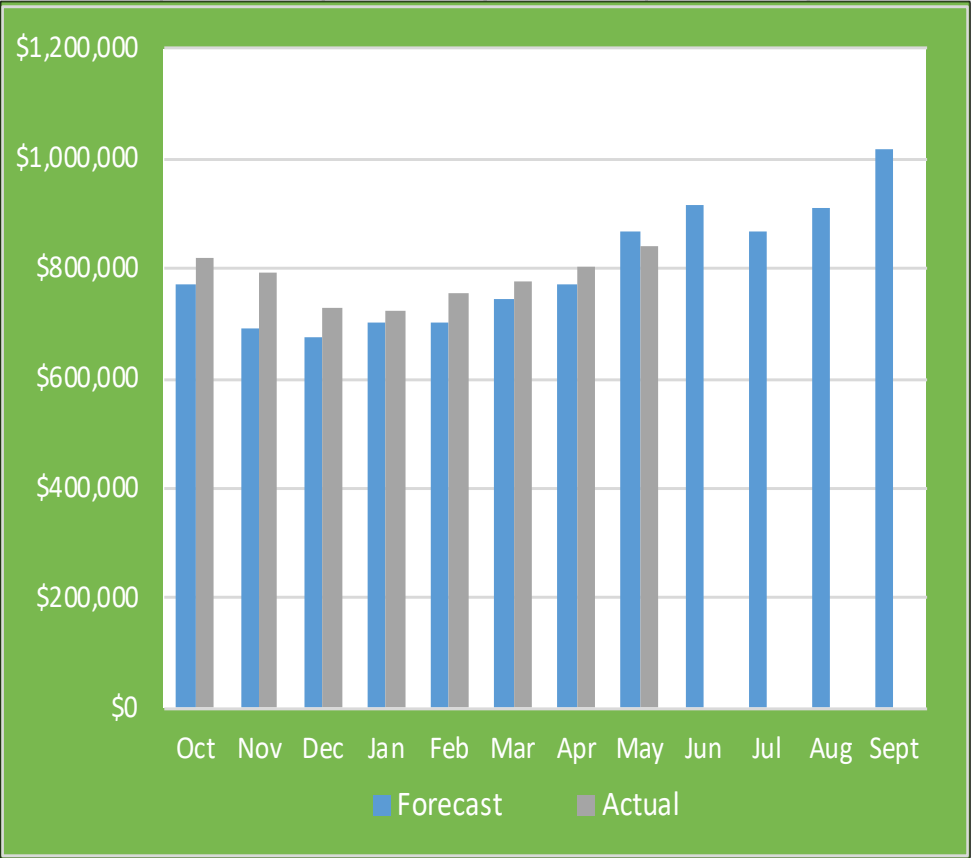


EXPENSE ANALYSIS			
GENERAL FUND EXPENDITURES BY DEPT.			
	FY2025	FY2025	
Division	Forecast YTD	Actual YTD	Variance
Legislative	\$ 34,322	\$ 37,368	\$ 3,046
Organizational	188,563	493,021	\$ 304,458
City Manager	510,123	489,498	\$ (20,625)
City Secretary	226,534	184,337	\$ (42,197)
Finance	1,463,755	1,423,079	\$ (40,676)
Human Resources	309,656	283,419	\$ (26,237)
Information Technology	698,281	604,113	\$ (94,168)
Community Engagement	480,455	473,936	\$ (6,519)
Police	4,120,976	3,970,265	\$ (150,711)
Fire	1,188,251	1,057,309	\$ (130,942)
Municipal Court	354,844	305,659	\$ (49,185)
Engineering	360,275	260,644	\$ (99,631)
Library	659,808	602,851	\$ (56,957)
Fleet & Facilities	1,031,290	1,174,756	\$ 143,466
Parks	1,207,329	1,182,077	\$ (25,252)
Total	\$ 12,834,462	\$ 12,542,332	\$ (292,130)
Actual to Forecast		97.7%	
<div>POSITIVE</div> <div>This page compares forecast to actual by department within the General Fund. Actuals expenditures are at 97.7% of projections. Organizational is over due to transfer out to Cememtry fund due to the capital expenses related to the columbriam. Fleet &amp; Facilities currently has a pending budget amendment related to Rodeo Arena related expenses.</div>			



REVENUE ANALYSIS			
WATER/WASTEWATER REVENUE			
	FY2025	FY2025	Monthly
Month	Forecast	Actual	Variance
Oct	\$ 770,740	\$ 817,463	\$ 46,723
Nov	689,775	789,913	\$ 100,138
Dec	676,200	727,310	\$ 51,110
Jan	700,015	723,703	\$ 23,688
Feb	699,775	755,688	\$ 55,913
Mar	746,925	778,871	\$ 31,946
Apr	770,740	802,102	\$ 31,362
May	865,520	838,530	\$ (26,990)
Jun	912,910		\$ (912,910)
Jul	865,280		\$ (865,280)
Aug	912,670		\$ (912,670)
Sept	1,017,450		\$ (1,017,450)
Total	\$ 9,628,000	\$ 6,233,581	\$ (3,394,419)
Cumulative Forecast	\$ 5,919,690		
Actual to Forecast	\$ 313,891	5.30%	
POSITIVE	The water and wastewater actual revenue is higher than forecast by 5.3%. There were 20 new residential meters and 1 new commercial meters set this month.		

Month	Forecast	Actual
Oct	770,740	817,463
Nov	689,775	789,913
Dec	676,200	727,310
Jan	700,015	723,703
Feb	699,775	755,688
Mar	746,925	778,871
Apr	770,740	802,102
May	865,520	838,530
Jun	912,910	
Jul	865,280	
Aug	912,670	
Sept	1,017,450	





# COMPREHENSIVE MONTHLY FINANCIAL REPORT – May 2025

REVENUE ANALYSIS			
ELECTRIC FUND REVENUE			
	FY2025	FY2025	Monthly
Month	Forecast	Actual	Variance
Oct	\$ 615,889	\$ 699,941	\$ 84,052
Nov	606,866	646,432	\$ 39,566
Dec	662,014	572,362	\$ (89,652)
Jan	852,447	780,591	\$ (71,856)
Feb	667,972	710,564	\$ 42,592
Mar	733,308	694,115	\$ (39,193)
Apr	727,031	654,525	\$ (72,506)
May	802,373	1,176,579	\$ 374,206
Jun	1,083,612		\$ (1,083,612)
Jul	995,138		\$ (995,138)
Aug	994,686		\$ (994,686)
Sept	743,126		\$ (743,126)
Total	\$ 9,484,462	\$ 5,935,108	\$ (3,549,354)
Cumulative Forecast	\$ 5,667,900		
Actual to Forecast	\$ 267,208	4.71%	
POSITIVE	The Electric utility revenue continues to run extremely close to projects. As of May revenues are exceeding forecast by 4.71%. This continues to be is being closely monitored.		





EXPENSE ANALYSIS			
HOTEL OCCUPANCY TAX EXPENDITURES BY DIVISION			
	FY2025	FY2025	
Division	Forecast YTD	Actual YTD	Variance
Organizational	\$ 2,483,730	\$ 2,404,365	\$ (79,365)
Convention Center	597,542	545,751	\$ (51,791)
Main Street	227,379	247,953	\$ 20,574
BAIPP	37,000	63,881	\$ 26,881
Rodeo	<u>2,197</u>	<u>3,305</u>	\$ 1,108
Total	<u>\$ 3,347,848</u>	<u>\$ 3,265,255</u>	<u>\$ (82,593)</u>
Actual to Forecast		97.5%	

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Council Travel and Training Summary								
FY2025								
		Lee	Meyer	Plunkett	Fossler	Kirkland	Nelson	All/Misc
Travel Per Diem 2024 TML Conference		\$ 613.60	\$ 172.50	\$ 356.08	\$ 421.06	\$ 172.50	\$ 421.06	
2024 TML Conference Lodging				\$ 749.66				
Per Diem/Mileage Reimb various meetings							\$ 162.14	
Workshop Registration		\$ 195.00						
Hotel - Houston		\$ 923.13	\$ 698.80	\$ 615.42	\$1,226.82	\$ 615.42	\$1,335.08	
Per Diem/Mileage Reimb		\$ 211.86						
TABCC		\$ 142.98						
Hotel for TML Workshop		\$ 170.22						
TML Midyear Conf		\$ 295.00			\$ 295.00			
April Chamber of Commerce		\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00		
Region 10 Quarterly Meeting		\$ 25.00		\$ 25.00	\$ 25.00	\$ 25.00		
Region 10 Quarterly Meeting Catering (Opera House)								\$2,303.04
Hotel TML D Jackson (board member)								\$1,053.03
Schlotskys Council Meeting Box Lunch								\$ 179.85
CASA Casino Night								\$ 615.00
Family Crisis Center Gala								\$ 850.00
Chambers Banquet								\$1,135.00
Box Lunch for Ribbon Cutting & Ground Break								\$ 149.72
Mayor's Luncheon			\$ 18.75	\$ 18.75		\$ 37.50		
State of the City Breakfast					\$ 30.00	\$ 30.00		
	Subtotal	\$ 2,601.79	\$ 915.05	\$ 1,789.91	\$ 2,022.88	\$ 905.42	\$ 1,918.28	\$ 6,285.64

# Council Legal Fees

		Lee	Meyer	Plunkett	Fossler	Kirkland
April 2025		\$ 161.50			\$ 233.00	
May 2025						\$ 481.00
June 2025						
July 2025						
August 2025						
Septmember 2025						
	Subtotal	\$ 161.50	\$ -	\$ -	\$ 233.00	\$ 481.00



# STAFF REPORT

**MEETING DATE:** June 24, 2025

**TITLE:**

Consider and act on the second reading of Ordinance No. 2025-54, amending Chapter 1, Article 1.10 Park Rules of the Bastrop Code of Ordinances, to reflect various updates to language, permit requirements and related processes, as attached in Exhibit A.

**AGENDA ITEM SUBMITTED BY:**

Terry Moore, Parks and Recreation Director

**BACKGROUND/HISTORY:**

The City of Bastrop, Texas, seeks to establish clear and effective Park Rules for its parks system that both protect public assets and enhance the experience of all residents and visitors. These rules are intended to promote responsible use of park facilities, preserve natural and recreational resources, and ensure that the community can continue to enjoy safe, clean, and well-maintained public spaces for years to come.

Over the past year, City staff and members of the Parks and Recreation Board have conducted a comprehensive review of the current Park Rules Ordinance to ensure its relevance and clarity. Several updates are proposed, including both administrative and operational changes.

Notable updates include:

- Renaming the Parks Board to Parks and Recreation Board to reflect current usage.
- Removing the term "Little League" from the name of the Rusty Reynolds Fields.
- Adding the Mayfest Park concession building to the list of rentable amenities.

Additional policy-related changes include:

- Allowing the sale of concessions in parks outside of special events, provided the vendor obtains an approved permit.
- Permitting the acceptance of credit card payments for park rental fees, with a 3% processing fee.
- Adding clearer definitions to distinguish between commercial and non-commercial park use.

All recommendations have been approved by the Parks and Recreation Board.

**FISCAL IMPACT:**

NA

**RECOMMENDATION:**



Recommend approving the second reading Ordinance No. 2025-54, amending Chapter 1, Article 1.10 Park Rules of the Bastrop Code of Ordinances, to reflect various updates to language, permit requirements and related processes, as attached in Exhibit A.

**ATTACHMENTS:**

1. Ordinance No. 2025-54
2. Exhibit A – Parks Rules with edits

**ORDINANCE NO. 2025-54**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING THE CITY OF BASTROP CODE OF ORDINANCES, CHAPTER 1 ARTICLE 1.10 PARK RULES, TO REFLECT VARIOUS UPDATES TO LANGUAGE, PERMIT REQUIREMENTS AND RELATED PROCESSES; AS ATTACHED IN EXHIBIT A; PROVIDING A SEVERABILITY CLAUSE; REPEALING CONFLICTING PROVISIONS; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Bastrop, Texas, a Home Rule municipality incorporated and operating under the Laws of the State of Texas, seeks to establish clear and effective Park Rules for its parks system that both protect public assets and enhance the experience of all residents and visitors; and

**WHEREAS**, the Park Rules are the guiding documents for operations in the city parks; and

**WHEREAS**, the Park Rules have been reviewed by staff and received a recommendation for approval from the Parks & Recreation Board at the April 15, 2025, Special Meeting; and

**WHEREAS**, the Bastrop City Council has determined that the changes recommended by the Parks & Recreation Board are in the best interest of the City and its citizens and should be adopted; and

**WHEREAS**, the City finds that this Ordinance was passed and approved at a meeting of the City Council of the City of Bastrop held in strict compliance with the Texas Open Meetings Act at which a quorum of the City Council Members was present and voting.

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

**Section 1.** Findings of Fact. The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct.

**Section 2.** Amendment. Chapter 1 Article 1.10 is hereby amended as set forth with underlines being additions and ~~strikethroughs~~ being deletions as reflected in Exhibit A.

- Section 3.** Enactment. Chapter 1, Section 1.10 of the City of Bastrop Code of Ordinances is hereby amended so to read in accordance with Exhibit A, which is attached hereto and incorporated into this Ordinance for all intents and purposes.
- Section 4.** Codification. The City Secretary is hereby directed to record and publish the attached rules, regulations and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.
- Section 5.** Severability. If any clause or provision of this Ordinance shall be deemed to be unenforceable for any reason, such unenforceable clause or provision shall be severed from the remaining portion of the Ordinance, which shall continue to have full force and effect.
- Section 6.** Repeal. This Ordinance shall be and is hereby cumulative of all other ordinances of the City of Bastrop, Texas, and this Ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other Ordinances, are hereby repealed.
- Section 7.** Effective Date. This Ordinance shall take effect immediately after its final passage and any publication in accordance with the requirements of the City of Bastrop and the laws of the State of Texas.

[Signature page to follow]

**READ AND APPROVED** on First Reading on the 10<sup>th</sup> day of June 2025.

**READ AND ADOPTED** on Second Reading on the 24<sup>th</sup> day of June 2025.

**APPROVED:**

by: \_\_\_\_\_  
Ishmael Harris, Mayor

**ATTEST:**

\_\_\_\_\_  
Michael Muscarello, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney  
Denton Navarro Rocha Bernal & Zech, P.C.



## ARTICLE 1.10 PARKS

### Sec. 1.10.001 Parks board.

(a) *Created; composition; compensation; appointment.*

- (1) There is hereby created a ~~park board~~ Parks and Recreation Board of the city, which shall be referred to as the Parks and Recreation Board. Any references in the City Code to the ~~Parks Board~~ Parks and Recreation Board shall mean the Parks and Recreation Board. The rules for appointment of members, the number of members comprising the Board, the length of member terms, board residency requirements, and the rules for filling board vacancies are set forth in this chapter of the City Code, section 1.04.002. In their discretion, the ~~Parks Board~~ Parks and Recreation Board may also identify and name one minor, who resides within the BISD jurisdiction, to serve on the Board as an ex officio, nonvoting youth member of the Board. The youth member shall be enrolled in grades 9-12 and serve a term in length identified by the ~~Parks Board~~ Parks and Recreation Board at the time of the youth member's selection. The members shall be known to be interested in public parks and public recreation and the proper use of the leisure time of the people of the city.
- (2) One member of the Board shall be held by the superintendent of the city's state park, or his/her designee, who may reside either within the city limits or in any other area within the BISD's jurisdiction.

(b) *Attendance.* Attendance requirements for the board members are set forth in this code, section 1.02.002(b), et seq.

(Ord. No. 2012-13, pt. 4(L), 6-26-12; Ord. No. 2014-3, 4-8-14; Ord. No. 2016-06, pt. 1, 3-22-16; Ord. No. 2019-44, § 2(Exh. A), 11-26-19; Ord. No. 2024-07, § 2(Att. A), 3-12-24)

### Sec. 1.10.002 Park rules.

(a) *Overnight camping; hours when closed.* There shall be no person, vehicle, equipment or activity within any publicly owned park or playground within the city limits from 10:00 p.m. to 6:00 a.m. each day, unless an exception to this rule is provided, in writing.

(b) *Reserved areas.*

- (1) Unless controlled by a separate lease agreement, the following areas of the city's public parks may be reserved and a permit obtained either for commercial or noncommercial purposes a minimum of three (3) business days in advance (excluding holidays) of the use on application to the ~~park department~~ Parks and Recreation Department.
  - (A) Multipurpose fields in Fisherman's Park and Bob Bryant Park;
  - (B) Pavilions in Fisherman's Park and Bob Bryant Park (with associated BBQ's);
  - (C) Pavilion in Kerr Park;
  - (D) Pavilion in Hunter's Crossing Park;
  - (E) Mayfest Park;
  - (F) Mayfest Park rodeo arena;
  - (G) Mayfest Concession Stand;

- (~~HG~~) Fireman's Park softball field;
- (~~IH~~) Hunter's Crossing Park multipurpose field;
- (~~JH~~) Concession stand at splash pad; and
- (~~KJ~~) ~~Rusty Reynolds Little League Fields~~ Rusty Reynolds Fields.

In the event of a conflict between the city ordinance and a lease agreement, the terms of the lease agreement shall control.

- (2) *Multipurpose fields (noncommercial use)*. The noncommercial reservation policies of the multipurpose fields in Fisherman's Park, Hunter's Crossing Park and Bob Bryant Park are as stated below. For purposes of this section and determining whether a fee and reservation is required, a patron shall include all individuals attending the event including, as applicable to the event, players, participants, guests, children, spectators, coaches, relatives, family, friends, and parents. An area may not be reserved more than three (3) times in one month for a noncommercial use. See section 1.10.003 below for information related to commercial uses of the multipurpose fields and section A1.10.002 of the fee schedule in appendix A for additional information related to fees.

Patrons	Fee	Deposit	Reservation
0—14	None	None	None
15—45	None	Required	Required
46+	Required	Required	Required

- (3) *Pavilions (noncommercial use and commercial use)*. For reservation of city pavilions a fee and a deposit is required. See section A1.10.002 of the fee schedule in appendix A for additional information related to the applicable commercial and noncommercial uses and fees.
- (4) *Concessions stand*. The concession stand at the splash pad located in Fisherman Park shall be available for use by individuals under the age of 17 and for a period of no longer than fourteen (14) consecutive days. Parent or guardian adult supervision is required for use of the concession stand. For reservation of the city concession stand a deposit is required. All other concession stand will be handled through a spatecounty permit. All individuals who reserve the concession stands shall comply with chapter 4 of this Code and shall be responsible for payment of all applicable vendor and permitting fees. Use of the concession stand will be on a first come, first served basis. See section A1.10.002 of the fee schedule in appendix A for additional information related to commercial and noncommercial uses and fees.
- (5) *Youth sports leagues*.
- (A) Commercially sponsored and/or organized youth league sports play (ages 17 and under) that require a registration fee for participation shall contact the ~~parks department~~ Parks and Recreation Department for reservations, times, and field designations. All organized youth sports leagues shall submit their schedules to the ~~parks department~~ Parks and Recreation Department as soon as possible, but in no event later than thirty (30) days before the first scheduled practice to ensure that a field is available for use at the desired times and locations. Unless otherwise controlled by the terms of a lease agreement, no area of a park is specifically designated or reserved for one organization or youth team and areas will be provided on a first come, first served basis.
- (B) No fee is required for a youth league that does not collect registration "fees" or "dues" to reserve an area. However, after the conclusion of an event, the area that was reserved shall be clean and free of trash and debris. In the event an area is not properly cleaned, the entity reserving the area may be prohibited from future use of city parks.

- (6) *Tennis/Pickleball courts and basketball courts.* Tennis/Pickleball courts and basketball courts located in city parks shall be used for their intended purposes, only. Activities other than the intended use of the courts will require approval by the ~~arks department~~Parks and Recreation Department, or its designee.
- (7) *Permit.* On receipt of an application to reserve an area in a city park, the ~~arks department~~Parks and Recreation Department, or its designee, will review the application to determine the applicable fee, deposit, and necessary insurance, if any. On approval and payment of same, the city will provide the applicant with a permit stating that the applicant has successfully reserved the area on the requested date.
- (8) *Refunds of deposits and fees.* Reservations must be made a minimum of three (3) business days in advance (excluding holidays) of the use. A reservation is not valid, and a permit will not be issued, until all fees, deposits, and proof of insurance, if necessary, are paid in full to the ~~arks department~~Parks and Recreation Department. Deposits and fees paid in accord with this section may be refunded under the following conditions:
- (A) Full refund of the reservation deposit and fee if the ~~arks department~~Parks and Recreation Department is notified, in writing, of the cancellation not less than seven (7) days prior to the date of use of the reserved area.
  - (B) Refund of one-half (½) of the reservation deposit and fee if notice of cancellation is received by the ~~arks department~~Parks and Recreation Department, in writing, between seven (7) days and twenty-four (24) hours prior to the date of use of the reserved area.
  - (C) The reservation deposit and fee will not be refunded if the event is cancelled less than twenty-four (24) hours before the day of the event.
  - (D) The reservation deposit will be returned to the individual or group reserving the area after the event so long as the area being reserved is clean and free of trash and debris at the conclusion of the event. Any damage, cleaning or maintenance required, in the sole discretion of the city and/or the ~~arks department~~Parks and Recreation Department, will be charged against the deposit.
  - (E) In the event a field is closed by the ~~arks department~~Parks and Recreation Department (or other applicable city personnel) due to inclement weather or necessary construction or maintenance which causes an event to be cancelled, the reservation deposit and fee will be returned or applied to the "rain date," if an alternative date is sought.
  - (F) Exceptions to the deposits and refunds are allowed only on written approval of the city manager.
- (9) *Tables.* Tables in city-owned parks may not be reserved and are available on a first come, first served basis.
- (10) *Reserved signs.* The ~~arks department~~Parks and Recreation Department will be responsible for posting reserved signs at the reserved areas by 8:00 a.m. the day of the event. Reserved signs must include the name of the party and the time and date of the reservation.
- (c) *Control of park and recreation areas.*
- (1) The city shall have and shall exercise the power to control all activities, hours of visitation, and days and times in city parks in order to properly protect the citizens of this community. City parks and recreation areas shall be under the direct operation and control of the city manager or his/her designee. In accord herewith, the city manager, or his/her designee, shall be permitted to close the park or field in the event of inclement weather, field conditions, or necessary maintenance or construction which, in his/her sole discretion, renders the field's no playable or is a risk to person or property.



- (2) City park and recreation areas shall be open to the public during the hours from 6:00 a.m. to 10:00 p.m. each day, with the exception of the splash pad which shall be open between 10:00 a.m. and 8:00 p.m. Monday-Sunday beginning the second week of April and ending on Labor Day. Any area of a city park, including the splash pad may be closed by orders of the City Manager, or his/her designee, or the park's department, for the purposes of rehabilitation, cleaning, maintenance or general supervision, or upon reservation or general danger to the public. The City Manager shall have the authority to vary the splash pad hours and days of operation on request by the ~~parcs department~~Parks and Recreation Department.
- (3) Permission to use city parks from 10:00 p.m. to 6:00 a.m. may be granted by the City Council or the City Manager, as directed by city ordinance, at the discretion of the City Manager, or his/her designee, and in consideration of the requested use of the park. To request that a park be opened after hours (i.e. 10:00 p.m. to 6:00 a.m.), the ~~parcs department~~Parks and Recreation Department must be contacted with sufficient time in advance of the event to determine if a special event application is required or if City Council approval is necessary.
- (4) The city's police department is charged with the responsibility of supervising and maintaining law and order in city parks. In order to carry out this provision, officers of the police department shall have the authority to make any arrests for violation of any state law or city ordinance. In addition thereto, it is declared that a person commits an offense if he/she enters or remains in a city park, recreation area, or other designated park area, during hours other than those set out hereinabove, without written approval of the City Manager or the City Council, and the person:
- (A) Had notice that the entry was forbidden; or
  - (B) Received notice to depart but failed to do so.
- (5) For purposes of this subsection, "entry" means the intrusion of the entire body and "notice" means an oral, written, or demonstrative communication by: (A) the City Manager or his/her authorized designee(s) or a city police officer; (B) fencing, gate or other enclosure obviously designed to exclude intruders during the closed hours; (C) signs posted to be reasonably likely to come to the attention of intruders. The director of public works and the park's superintendent are specifically authorized to control and regulate the use of the parks as the City Manager's designee.
- (6) For purposes of this article, streets and parking in city parks shall be treated the same as any other city streets, and shall be supervised and regulated by the police department in the same manner as all city streets. An individual sitting inside his/her vehicle shall be treated the same as any other individual in the park regardless of whether the vehicle is parked or is being driven.
- (7) Special items in city parks.
- (A) Due to the special risks associated with the use of the items listed below an application requesting a special permit to allow the use, and proof of insurance in the amount of \$1,000,000 which names the city, and its officers, employees, volunteers, and officials as additionally insured, must be submitted to the ~~parcs department~~Parks and Recreation Department a minimum of three (3) business days (excluding holidays) prior to an event:
    - (i) Moonwalks, bouncy castles, or other inflatable play areas;
    - (ii) Climbing walls; and
    - (iii) Any other item which, at the discretion of the ~~parcs department~~Parks and Recreation Department and/or the City Manager, poses a unique safety concern.
  - (B) To avoid the potential removal of an item from the park during an event, it is advisable to notify the ~~parcs department~~Parks and Recreation Department of any specialty item a patron wishes to have at an event to confirm if insurance will be necessary.

- (8) Sale of food and drink in city parks. The sale of food and drink concessions in the city, ~~including~~ includes at the concession stand and in the parks, is allowed with permission from the Parks and Recreation Department in strictly prohibited without compliance with article 4.04 of this Code, including obtaining a vendor permit and certificate of health inspection, ~~as well as~~ any other applicable state and local permits and licensing and a fee of \$50 per day. These fees go toward the Park Designated Fund to be used for upgrades in the parks.
- (9) The refusal of any person to carry out the orders and provisions of this subsection shall be deemed a misdemeanor, punishable by a fine as provided for in section 1.01.009 of this Code.
- (d) *Prohibited activities.*
- (1) Horses and farm animals are strictly prohibited in city parks, unless permitted pursuant to a special events permit or approved by the ~~parks department~~ Parks and Recreation Department and the city council, as applicable, in advance of the use.
  - (2) Jumping, and diving, ~~wading~~ into waterways. It is an offense and a violation of this subsection for any person to enter a river, stream or waterway by jumping, diving or doing any other dangerous act on or off any bank, bridge, street, highway, or appurtenance of publicly owned land, city park or public right-of-way. It shall likewise be illegal for any person to jump, dive or do any other dangerous act from trees, platforms, high banks, dams or other walkways to enter streams, rivers, or waterways along, over or a part of public property or public right-of-way, including in a city park.
  - (3) Inflatable, plastic or other types of portable pools.
  - (4) Slip-n-slides (exceptions may be made for individual "family" size slides, on approval by the city's ~~parks department~~ Parks and Recreation Department).
  - (5) Sprinklers (hoses may be used for cleaning purposes only).
  - (6) No feeding wildlife including waterfowl such as ducks or geese and all other indigenous species native to the city.
- (e) *Swimming or wading in Colorado River.*
- (1) The public may enter, wade, swim, or engage in any aquatic activity at their own risk and shall obey all posted signs. No lifeguards will be on duty on the banks of the Colorado River. Furthermore, the City of Bastrop does not assume any liability for any persons swimming in the Colorado River.
- (f) *Littering.* It shall be unlawful for any person to throw, deposit, place or drop loose paper, cans, bottles, sacks, boxes, cloth, waste materials, or any kind of rubbish on or alongside any roadway, body of water, playground or recreation area of all park land within the city limits.
- (g) *Operation of vehicles.*
- (1) *Prohibited areas.* It shall be unlawful for any person to drive any motor-driven vehicle into, along or across any grassy area of a city park which is owned, operated or maintained by the city except upon public roadways maintained by the city for the operation of such vehicles. No such vehicles shall be driven upon any hike-bike trail, footpath, or foot bridge spanning a creek or stream located therein. This subsection shall not apply to vehicles being used strictly for the purpose of loading and unloading freight therein or in the construction, maintenance or repair of said public parks, public playgrounds or public recreation areas which are owned or maintained by the city.
  - (2) *Speed limit.* It shall be unlawful for any person to operate any vehicle on any street, drive, roadway, or surface within any city park property at a speed greater than twenty (20) miles per hour.

- (3) *Parking.* No person shall park a vehicle upon any public roadway, city-owned or -maintained park lands, public playground or public recreation area which is owned, operated or maintained by the city for the principal purpose of:
- (A) Displaying such vehicle for sale;
  - (B) Washing, greasing, or repairing such vehicle, except repairs necessitated by an emergency.
- (4) *Barricades authorized.* The ~~parks board~~ **Parks and Recreation Board** is hereby authorized and directed to install barricades at the designated locations to prohibit vehicle traffic on designated streets.
- (h) *Alcoholic beverages.* Possession, use or consumption of any alcoholic beverage, as defined in the Texas Alcoholic Beverage Code, now or as amended, within the area of the city parks shall conform with the laws of the city and the state. For specific regulations related to the sale, possession and consumption of alcoholic beverages in Bastrop's public parks please refer to City Code, article 8.02, section 8.02.002, which provides additional information on this topic in addition to this general requirement to conform to all laws and codes.
- (i) *Destruction of trees and plants.* It shall be unlawful for any person to willfully pick, pull, pull up, tear up, dig up or out, mutilate, break, bruise, injure, burn, remove, carry away, or destroy any tree, shrub, plant, vine, flower, moss, foliage, berries, fruit, grass, turf, humus, cones, or dead or downed wood, except by written approval issued by the ~~parks board~~ **Parks and Recreation Board** for scientific or educational purposes.
- (j) *Glass containers.* It shall be considered a misdemeanor offense for anyone to exhibit, use, carry, or dispose of glass beverage containers in all city parks which have adjacent areas by rivers, lakes, and streams within the city limits.
- (k) *Weapons, firewood or dangerous items.* The use or display of any weapons, firearms, knives, firewood or any other dangerous item is prohibited without prior written consent of the parks board, unless otherwise permitted by applicable state law(s).

(1995 Code, § 1.1302; Ord. No. 2010-13, 6-8-10; Ord. No. 2013-18, pt. 1, 10-8-13; Ord. No. 2016-06, pt. 1, 3-22-16; Ord. No. 2016-07, pt. 1, 4-12-16; Ord. No. 2023-42, § 2(Att. A), 12-12-23)

### **Sec. 1.10.003 Commercial use of parks.**

- (a) *Definitions:*
- (1) *Commercial/For Profit use.* A use which is undertaken for a business purpose and for which a fee is collected. This definition specifically includes organized adult and youth sports leagues, teams, or groups where "fees" or "dues" are collected in order to participate in an activity and nonmembers are prohibited from joining the activity.
  - (2) *Non-commercial/Non-Profit use.* A use which is undertaken for a recreational purpose with no intention to gain commercial advantage and/or monetary compensation. The participation of patrons are not required to pay "dues" or "fees" while participating in a organized program, such as sports leagues, teams, or groups. Organizations who have received non-profit status from the government.
  - (3) *General course/class.* A class that meets regularly for a certain specific period of time which is organized for the purpose of teaching individuals and/or their pets a hobby, skill, or for other enjoyment or exercise and for which the owner or operator is paid a fee or for which "dues" are collected, including dog (or other pet) training classes.
- (b) *Permit required.* Persons or entities shall not conduct the commercial sale or offer to sell any item nor render or offer to render any commercial service for hire, including coaching or organizing a commercial sports event, at any park or other location in the city without obtaining a reservation and a commercial use permit properly issued by the city's ~~parks department~~ **Parks and Recreation Department**. Examples of activities or

services in city parks which may qualify as commercial uses include boot camps, yoga, dog training, organized adult sports leagues, fitness professionals, meditation groups, and running clubs.

(c) *Fees and deposits.*

- (1) The ~~parks department~~Parks and Recreation Department reserves the right to increase any fees, deposits or insurance, or to require additional assurances in the event an activity poses a unique safety concern or would be detrimental to the park or the citizens of the city. See section A1.10.002 of the fee schedule in Appendix A of this Code for information regarding city fees and deposits for commercial uses.
- (2) All fees and reservations for commercial uses shall be made through the ~~parks department~~Parks and Recreation Department. Fees and security deposits shall be made ~~only by cash, or check~~ or credit card with 3% charge. Once the applicable fee and deposit is paid, a permit to conduct the requested activity, class or course will be issued. A failure to comply with any of the terms set forth herein will subject the applicant to loss of the deposit.
- (3) Additional information regarding refunds of fees and deposits for commercial uses shall be as stated in section 1.10.002(b)(8).

(d) *Waitlist for commercial use and other restrictions.*

- (1) The ~~parks department~~Parks and Recreation Department shall maintain a "waitlist" of individuals or entities who wish to use the city parks for a commercial use. The maximum amount of time an applicant may continuously reserve space in a city park for a commercial use, as shown on the permit received by the ~~parks department~~Parks and Recreation Department, is ten (10) weeks per six (6) months. Once the ten (10) weeks has been utilized, and six (6) months have passed, the applicant may notify the ~~parks department~~Parks and Recreation Department that he/she would like to be placed back on the waitlist to apply for an additional ten-week period. At the discretion of the ~~parks department~~Parks and Recreation Department, if there is no other individuals on the wait list, an applicant may immediately renew their ten (10) weeks of commercial use.
- (2) The maximum number of patrons who may utilize Fisherman's Park at one time for a commercial use is five hundred (500). The maximum number of individuals who may utilize Bob Bryant Park for a commercial use at any one time is five hundred (500). The maximum number of individuals who may utilize Hunter's Crossing Park for a commercial use at any time is two hundred fifty (250). For purposes of calculating the restrictions set forth herein, a patron shall include all individuals attending the event including, as applicable, players, participants, guests, children, spectators, coaches, relatives, family, friends, and parents. Applicants may apply to increase the number of patrons at one time by applying and receiving for a special event permit.
- (3) The City Council shall have the right to vary the above restrictions in its discretion when in the best interest of the city and its citizens.

(e) *Location and time of certain activities restricted.*

- (1) Dog trainers who use the park for commercial use purposes are prohibited from using any area other than the Bark Park located on Grady Tuck Avenue to conduct training classes.
- (2) Unless otherwise stated herein, commercial use of a city park is restricted to the hours from 6:00 a.m. to 10:00 p.m. specific written permission must be secured from the parks board, for additional hours.

(f) *Insurance.* The individual or entity involved in a commercial use of the park shall provide proof of insurance to the city in the amount of ~~\$250,000-\$1,000,000.00;~~ which names the city, and its officers, employees, volunteers and officials as additionally insured. Proof of insurance must be received by the ~~parks department~~Parks and Recreation Department prior to the issuance of a commercial use permit.

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(Ord. No. 2013-18, pt. 2, 10-8-13; Ord. No. 2016-06, pt. 1, 3-22-16)

(Supp. No. 16)

Created: 2025-04-14 09:28:53 [EST]



# STAFF REPORT

**MEETING DATE:** June 24, 2025

**TITLE:**

Consider and Act on Ordinance No. 2025-57, establishing 1.198 acres located at 101 Grady Tuck Ln., Bastrop, Texas, otherwise known as the Bark Park, as designated parkland, and move to include on the July 8, 2025, Consent Agenda for a second reading.

**AGENDA ITEM SUBMITTED BY:**

Terry Moore, Parks and Recreation Director

**BACKGROUND/HISTORY:**

For the past 14 years, the property at 101 Grady Tuck has served as a cherished community dog park. Since its inception, the park has thrived through the dedication of volunteers who have played a vital role in maintaining its amenities and supporting its activities. Designed as an off-leash space, the park offers dogs the freedom to run, play, and socialize while also fostering meaningful connections among their owners. These social interactions contribute significantly to the sense of community and support one of the seven dimensions of well-being, ultimately enhancing the overall quality of life for all who visit.

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Approve Ordinance No. 2025-57 that authorizes the City Manager to execute all necessary documents to establish the 1.198 acres located at 101 Grady Tuck Ln. with an official parkland designation, and move to include on the July 8, 2025, Consent Agenda for a second reading.

**ATTACHMENTS:**

1. Ordinance No. 2025-57
2. Grady Tuck Lane Property ID

**ORDINANCE NO. 2025-57**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, ESTABLISHING 1.198 ACRES LOCATED AT 101 GRADY TUCK LANE, BASTROP, TX, (LEGAL DESCRIPTION OF ADELL POWELL SUBDIVISION, LOT 6, ACRES 1.198) AS DESIGNATED PARKLAND; AS ATTACHED IN EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Bastrop owns said property; and

**WHEREAS**, the property has been used as a dog park for the community; and

**WHEREAS**, a dog park provides an off leash space for dogs to run, play and socialize; and

**WHEREAS**, these social interactions contribute significantly to the sense of community; and

**WHEREAS**, the park ultimately enhancing the overall quality of life for all who visit; and

**WHEREAS**, the City of Bastrop recognizes the value of green space used as parkland.

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

**Section 1.** All the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Bastrop, Texas, and are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

**Section 2.** The City Manager is hereby authorized to execute all necessary documents, designating said property as parkland.

**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.** Should any portion or part of this Ordinance be held for any reason invalid or unenforceable by a court of competent jurisdiction, the same shall not be construed to affect any other valid portion hereof, but all valid portions hereof shall remain in full force and effect.

**Section 5.** The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this Ordinance and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended.

**Section 6.** This Ordinance shall take effect immediately from and after its passage, and it is duly resolved.



**Section 7.** It is hereby officially found and determined that the meeting at which this Ordinance was passed was conducted in compliance with the Open Meetings Act, Texas Government Code, Chapter 551, as may have been modified by any applicable emergency orders.

**READ and APPROVED on First Reading** on the 24<sup>th</sup> day of June 2025.

**READ and ADOPTED on Second Reading** on the 8<sup>th</sup> day of July 2025.

**APPROVED:**

by: \_\_\_\_\_  
Ishmael Harris, Mayor

**ATTEST:**

\_\_\_\_\_  
Michael Muscarello, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney  
Denton Navarro Rocha Bernal & Zech, P.C.



Property ID: 87454 For Year

2025 ▼

## Property Details

### Account

Property ID:	87454	Geographic ID: R87454
Type:	R	Zoning:
Property Use:		

### Location

Situs Address:	101 GRADY TUCK LN BASTROP, TX 78602	
Map ID:	00	Mapsco:
Legal Description:	ADELL POWELL SUBDIVISION, LOT 6, ACRES 1.1980	
Abstract/Subdivision:	S5050	
Neighborhood:	(NBHD0206) BASTROP CITY 006	

### Owner

Owner ID:	633625
Name:	CITY OF BASTROP
Agent:	
Mailing Address:	1311 CHESTNUT ST BASTROP, TX 78602-3404
% Ownership:	100.0%
Exemptions:	EX - For privacy reasons not all exemptions are shown online.



# STAFF REPORT

**MEETING DATE:** June 24, 2025

**TITLE:**

Consider action to approve the second reading of Ordinance No. 2025-53 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2025 in accordance with existing statutory requirements; appropriating the various amounts herein as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; and establishing an effect date.

**AGENDA ITEM SUBMITTED BY:**

Laura Allen, Asst Finance Director

**BACKGROUND/HISTORY:**

The FY2025 budget was approved by City Council on September 17, 2024. Since that approval, the City has identified minor corrections found after adoption and needs to implement various changes recommended by the City Manager.

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.

**FISCAL IMPACT:**

Various – See Ordinance Exhibit A

**RECOMMENDATION:**

Laura Allen, Asst Finance Director, recommends approval of the second reading of Ordinance No. 2025-53 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2025 in accordance with existing statutory requirements; appropriating the various amounts herein as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; and establishing an effective date.

**ATTACHMENTS:**

- Ordinance 2025-53
- Exhibit A

**ORDINANCE NO. 2025-53**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR 2025 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 2025; 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 2025, 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 2025.

**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 10th day of June 2025.

**READ and ADOPTED** on Second Reading on the 24<sup>th</sup> day of June 2025.

**APPROVED:**

\_\_\_\_\_  
Ishmael Harris, Mayor

**ATTEST:**

\_\_\_\_\_  
Michael Muscarello, City Secretary



**APPROVED AS TO FORM:**

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City Attorney



General Fund	Original	Increase	Amended
Expenditures	Budget	(Decrease)	Budget

Fleet and Facilities Department

During the FY2024 budget process City Council approved \$250,000 designated as special projects to be spent on repairs to parks and the rodeo arena. During FY2024 staff was able to complete approx \$119,000 worth of repairs. This budget amendment would utilize the available fund balance of \$131,000 to complete the remaining repairs at the rodeo arena.

Special Projects (101-22-00-6203)	\$ -	\$ 131,000	\$ 131,000
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# STAFF REPORT

**MEETING DATE:** June 24, 2025

**TITLE:**

Consider action to approve Resolution No. 2025-109 of the City Council of the City of Bastrop, Texas, directing publication of the notice of intent to issue Certificate of Obligations in the amount of \$20M with an estimated interest rate of 5.00%.

**AGENDA ITEM SUBMITTED BY:**

Judy Sandroussi, Finance Director

**BACKGROUND/HISTORY:**

The Old Iron Bridge, also known as the Colorado River Bridge, located on State Highway Loop 150 in Bastrop, Texas, was constructed in 1923. It exemplifies the Parker steel-truss style, a truss design that was commonly used in bridges in Texas and the U.S. from the 1920s to the 1940s. It was among the largest bridges in Texas at the time and remains one of the earliest examples of Parker steel-truss bridges still intact in the state.

The original bridge, replaced by the current structure, was commissioned by the Bastrop Bridge Company, organized on October 8, 1889. The company subcontracted the Chicago Bridge and Iron Company on December 2, 1889, to construct the bridge, which was completed on September 1, 1890, and inaugurated in January 1891. Recognized for its historical significance, the Old Iron Bridge was added to the National Register of Historic Places in 1990.

The historic Bastrop Old Iron Bridge was closed to the public in 2018 due to safety concerns. A majority of the \$20M issuance of the Certificate of Obligations will be used towards rehabilitating the bridge to include but is not limited to: (1) Adding a concrete deck (2) Adding steel truss components (3) Installing railing (4) Installing decorative lights.

The Old Iron Bridge rehabilitation is estimated to cost \$10,142,178.75 for construction (including contingency) plus \$60,480 for inspections.

The remaining bond proceeds will be used to fund park and quality of life items.

**FISCAL IMPACT:**

Various – See Resolution Exhibit A

**RECOMMENDATION:**

Judy Sandroussi, Finance Director, recommends approval of Resolution No. 2025-109 of the City Council of the City of Bastrop, Texas, directing publication of the notice of intent to issue Certificate of Obligations.

**ATTACHMENTS:**

- Ordinance 2025-109
- Exhibit A

**RESOLUTION NO. R-2025-109**

**RESOLUTION AUTHORIZING PROCEEDING WITH ISSUANCE OF  
CERTIFICATES OF OBLIGATION IN AN AMOUNT NOT TO EXCEED  
\$20,000,000 AND FURTHER DIRECTING THE PUBLICATION OF  
NOTICE OF INTENTION TO ISSUE CITY OF BASTROP, TEXAS  
COMBINATION TAX AND REVENUE CERTIFICATES OF  
OBLIGATION**

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**THE STATE OF TEXAS                   §  
COUNTY OF BASTROP               §  
CITY OF BASTROP                   §**

**WHEREAS**, the City Council (the "Council") of the City of Bastrop, Texas (the "City") has determined it to be in the City's best interest to issue certificates of obligation (the "Certificates") for paying all or a portion of the City's contractual obligations incurred or to be incurred for constructing, improving, designing, acquiring, including acquiring land, easements and right of way, and equipping the City's: (1) streets and bridges to include Parks and quality of life items, and (2) payment of professional services in connection therewith including legal, engineering, architectural and fiscal fees and the costs of issuing the Certificates (collectively the "Project"); and

**WHEREAS**, the Council has deemed it advisable to give notice of intention to issue the Certificates in a maximum principal amount not to exceed \$20,000,000 pursuant to the provisions of the Certificate of Obligation Act of 1971, Section 271.041 et seq., Local Government Code, as amended (the "Act"), for the purpose of financing the Project; and

**WHEREAS**, prior to the issuance of the Certificates, the Council is required under Section 271.041 et seq., Local Government Code to publish notice of its intention to issue the Certificates in a newspaper of general circulation in the City and on the City's internet website, the notice stating: (i) the time and place tentatively set for the passage of the order authorizing the issuance of the Certificates, (ii) the maximum amount and purpose of the Certificates to be authorized; (iii) the manner in which the Certificates will be paid, (iv) the then-current principal of all outstanding debt obligations of the City; (v) the then-current combined principal and interest required to pay all outstanding debt obligations of the issuer on time and in full; (vi) the maximum principal amount of the Certificates to be authorized; (vii) the estimated combined principal and interest required to pay the Certificates to be authorized on time and in full; (viii) the estimated interest rate for the Certificates to be authorized or that the maximum interest rate for the Certificates may not exceed the maximum legal interest rate; and (ix) the maximum maturity date of the Certificates to be authorized.; and

**WHEREAS**, the meeting at which this Resolution is adopted was open to the public and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Government Code, as amended.



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

1. Attached hereto is a form of the Notice of Intention to Issue the Certificates, the form and substance of which is hereby adopted and approved.

2. The City Secretary shall cause said notice to be published in substantially the form attached hereto, in a newspaper, as defined by Subchapter C, Chapter 2051, Texas Government Code, of general circulation in the area of the City, once a week for two consecutive weeks, the date of the first publication thereof to be before the 45th day before the date tentatively set for the passage of the ordinance authorizing the issuance of the Certificates.

3. Further, said notice shall be continuously published in substantially the form attached hereto on the City's website for at least 45 days before the date tentatively set for passage of the ordinance authorizing the issuance of the Certificates.

4. This Resolution shall become effective immediately upon adoption. The City Secretary is hereby authorized and directed to execute the certificate to which this Resolution is attached on behalf of the City and the Mayor, City Secretary, the City Manager and Director of Finance are further authorized to do any and all things proper and necessary to carry out the intent of this Resolution including approving appropriate changes to the notice and approving the final form of any Preliminary Official Statement for distribution to the market in connection with the sale of the Certificates.

5. The City hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of each series of the obligations being issued or (ii) \$9,500 per series, provided that such fee shall not be less than \$750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The appropriate member of the City's staff is hereby instructed to take the necessary measures to make this payment. The City is also authorized to reimburse the appropriate City funds for such payment from proceeds of the obligations.

[Execution Page Follows]

**PASSED, APPROVED AND EFFECTIVE THIS JUNE 24, 2025.**

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City Secretary, City of Bastrop, Texas

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Mayor, City of Bastrop, Texas



**NOTICE OF INTENTION TO ISSUE  
CITY OF BASTROP, TEXAS  
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION  
SERIES 2025**

**NOTICE** is hereby given that it is the intention of the City Council of the City of Bastrop, Texas to issue Certificates of Obligation (the "Certificates") of the City in one or more series for the purpose of providing funds for paying contractual obligations incurred or to be incurred for constructing, improving, designing, acquiring, including acquiring land, easements and right of way, and equipping the City's: (1) streets and bridges to include Parks and quality of life items, and (2) payment of professional services in connection therewith including legal, engineering, architectural and fiscal fees and the costs of issuing the Certificates. The City Council tentatively proposes to authorize the issuance of the Certificates at its regular meeting place in the City Hall, 1311 Chestnut Street, Bastrop, Texas to be commenced at 6:30 p.m., on the 24 day of June, 2025. The maximum principal amount of Certificates that may be authorized for the above listed purposes is \$20,000,000. The City Council presently proposes to provide for the security and payment of the Certificates by a pledge of ad valorem taxes upon all taxable property within the City within the limits allowed by law and from a limited pledge of the City's surplus water and sewer system revenues not to exceed \$1,000.

The following information is required pursuant to Texas Local Government Code, Section 271.049(b)(4): As of June 24, 2025 principal of all outstanding debt obligations of the City is \$136,780,000. As of June 24, 2025 combined principal and interest required to pay all outstanding debt obligations of the City on time and in full is \$204,219,510. The maximum principal amount of the Certificates to be authorized is \$20,000,000. The estimated combined principal and interest required to pay the Certificates to be authorized on time and in full is \$39,779,527.78. The estimated interest rate for the Certificates to be authorized is 5.00%. Such estimate takes into account a number of factors, including the issuance schedule, maturity schedule and the expected bond ratings of the proposed bonds. Such estimated maximum interest rate is provided as a matter of information, but is not a limitation on the interest rate at which the bonds, or any series thereof, may be sold. The maximum maturity date of the Certificates to be authorized is August 1, 2055



# STAFF REPORT

**MEETING DATE:** June 10, 2025

**TITLE:**

Consider and act on Resolution No. R-2025-108, accepting a sponsorship donation in the amount of \$500 from Frontier Bank in support of the 2025 Big Bang Celebration event.

**AGENDA ITEM SUBMITTED BY:**

Submitted by: Terry Moore, Parks & Recreation Director

**BACKGROUND/HISTORY:**

The Big Bang Celebration is an annual event hosted by the City of Bastrop at Fisherman's Park. The 2025 Big Bang Celebration will take place on Saturday, June 28, 2025, and will feature a live DJ, bounce houses and sprinklers for children, field games, delicious concessions, and a spectacular 15-minute patriotic fireworks display set to music at dark.

The event seeks monetary sponsors at four levels: Gold, Silver, Bronze and Local. Each level includes unique benefits and promotional opportunities designed to acknowledge and highlight the generosity of our community partners.

Frontier Bank has proudly committed as a Local Sponsor for the 2025 Big Bang Celebration, contributing \$500 in support of this annual community event. As a Local Sponsor Frontier Bank will receive the following benefits:

- Logo and mentions in social media
- Logo on day-of event signage (large in size)
- Hourly sponsor mentions throughout event
- Table at the event

**FISCAL IMPACT:**

A total of \$500 in monetary donations will support event expenditures. This contribution reduces the City's direct costs associated with the 2025 Big Bang Celebration.

**RECOMMENDATION:**

Staff recommends approving Resolution No R-2025-108, accepting a sponsorship donation in the amount of \$500 from Frontier Bank in support of the 2025 Big Bang Celebration event.

**ATTACHMENTS:**

1. Resolution No. R-2025-108

## RESOLUTION NO. R-2025-108

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS ACCEPTING A SPONSORSHIP DONATION IN THE AMOUNT OF FIVE HUNDRED DOLLARS (\$500) FROM FRONTIER BANK IN SUPPORT OF THE 2025 BIG BANG CELEBRATION; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS,** the City of Bastrop hosts the Big Bang Celebration each year as a community event in honor of Independence Day; and

**WHEREAS,** the event serves as a cherished tradition for Bastrop residents and visitors, bringing the community together in celebration of the 4th of July; and

**WHEREAS,** the 2025 Big Bang Celebration will be held on Saturday, June 28, 2025, at Fisherman's Park, featuring music, bounce houses and sprinklers for children, field games, food concessions, and a 15-minute patriotic fireworks display set to music; and

**WHEREAS,** the event is made possible in part through the generous support of community sponsors at various levels, including Gold, Silver, Bronze and Local; and

**WHEREAS,** Frontier Bank has generously committed to supporting the 2025 Big Bang Celebration as a Local Sponsor with a monetary donation of \$500; and

**WHEREAS,** accepting this donation will help offset expenditures related to the event, thereby supporting the City's ability to offer a high-quality and family-friendly celebration at no cost to attendees; and

**WHEREAS,** the City of Bastrop gratefully acknowledges this contribution and recognizes the importance of public-private partnerships in enhancing community programming and events.

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

**SECTION 1.** All the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Bastrop, Texas, and are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

**SECTION 2.** The City Manager is hereby authorized to execute all necessary documents, authorizing accepting a sponsorship donation in the amount of \$500 from Frontier Bank in support of the 2025 Big Bang Celebration event.

**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.** Should any portion or part of this Resolution be held for any reason invalid or unenforceable by a court of competent jurisdiction, the same shall not be construed to affect any other valid portion hereof, but all valid portions hereof shall remain in full force and effect.

**SECTION 5.** This resolution shall take effect immediately from and after its passage, and it is duly resolved.

**SECTION 6.** The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop this the **24th** day of **JUNE 2025**.

**CITY OF BASTROP, TEXAS**

\_\_\_\_\_  
Ishmael Harris, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
City Attorney





# STAFF REPORT

**MEETING DATE:** June 24, 2025

**TITLE:**

Consider action to approve Resolution No. R-2025-112, restoring procedural powers to the Office or the Mayor and repealing Resolution No. R-2024-48, which revised certain rules and procedures governing City Council meetings.

**AGENDA ITEM SUBMITTED BY:**

Submitted by: Michael Muscarello, City Secretary

**BACKGROUND/HISTORY:**

On April 29th, the City Council approved changes to its procedural rules intended to promote effectiveness and uphold ethical standards during City Council meetings. These changes included limiting the amount of time the Mayor and Council Members could speak individually, removing the Mayor's authority to prepare and post meeting agendas in accordance with the Texas Open Meetings Act, revising the process for placing items on the agenda, and modifying how proclamations are presented and entered into the record.

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Staff recommends that the City Council approve the repeal of the resolution that previously limited the authority of the Mayor in the conduct of City Council meetings and related municipal functions.

This repeal is recommended in order to restore the traditional and charter-aligned role of the Mayor as the presiding officer of the Council and to ensure the Mayor is empowered to carry out duties that promote effective governance, efficient meeting facilitation, and cohesive leadership.

Restoring these responsibilities will also support the City's commitment to transparency, accountability, and collaborative decision-making, while maintaining appropriate checks and balances within the Council structure.

**ATTACHMENTS:**

1. Proposed Resolution
2. Resolution No. R-2024-48

**CITY OF BASTROP****RESOLUTION NO. R-2025-112****A RESOLUTION OF THE CITY OF BASTROP, TEXAS,  
AMENDING CERTAIN RULES OF PROCEDURE AND  
POLICIES REGARDING CITY COUNCIL AND THE OFFICE  
OF MAYOR**

**WHEREAS**, the City Council of the City of Bastrop (City Council) has a shared interest in promoting efficient, effective, and transparent governance; and

**WHEREAS**, the election of Mayor Ishmael Harris in 2025 provides an opportunity to review and revise policies and practices; and

**WHEREAS**, pursuant to Sections 551.007 and 551.023 of the Texas Government Code and Section 3.13 of the City's Charter, the City Council has the authority to determine its own rules of procedure and order of business; and

**WHEREAS**, pursuant to Chapter 51 of the Texas Government Code and Section 1.02 of the City's Home Rule Charter, the City Council has the authority to establish policies for the good government of the City of Bastrop; and

**WHEREAS**, the City Council finds it reasonable and prudent to amend certain rules and policies to restore the Mayor's traditional roles and responsibilities, while establishing clear guidelines for shared resources;

**NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bastrop:**

**Section 1:** The City Council hereby approves the following amendments to the Rules of Procedure:

**1. Article 4. Agenda Order.**

The **Mayor and the** City Manager, or an appropriate designee, shall prepare an agenda and cause the same to be posted in accordance with the Texas Open Meetings Act. Agendas and packet material shall be delivered to the City Council via electronic format uploaded into a cloud storage service. City Council shall be notified via email that the agenda and packet have been uploaded and available for review. The goal is to upload the agenda and packet on Thursday prior to a regularly scheduled Council Meeting. In the event of an emergency meeting of the



City Council, this provision shall be suspended when not inconsistent with the provisions of federal or state law or the City Charter.

In order to facilitate the agenda process, the Mayor ~~and one council member~~, two Council Members, or the City Manager may place an item on the agenda. Staff assistance, if required, should be requested through the City Manager (City Charter, Article III, Section 3.05 Prohibitions). Agenda items must be provided to the City Manager's Office at City Hall by 12:00 noon on the 7th calendar day preceding the date of the regular meeting. If the agenda topic does not allow for staff to adequately prepare information for Council's consideration, the item may be postponed until the next regular meeting.

## 2. Article 4 Agenda Order

4.4 Presentations. Presentations may be made by the Mayor, City Council, or Staff. ~~The Mayor may deliver any proclamation as may be required from time to time. Proclamations shall be read by the City Secretary and signed by the City Manager. All City Council Members will be afforded the opportunity to pose for a group photography for the proclamation.~~ Outside entities and organizations granted permission to make a presentation shall be placed in this section.

**Section 2:** Conflicts with Prior Resolutions: Any prior resolutions or parts thereof in conflict with the provisions of this resolution are hereby repealed to the extent of such conflict.

**Section 3:** The meeting at which this Resolution was passed was open to the public, and public notice of the time, place, and purpose of said meeting was given as required by the Texas Open Meetings Act.

**DULY RESOLVED & ADOPTED** by the City Council of the City of Bastrop, Texas,  
on this, the 24<sup>th</sup> day of June 2025.

**APPROVED:**

---

Ishmael Harris, Mayor

**ATTEST:**

---

Michael Muscarello, City Secretary

**APPROVED AS TO FORM:**

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City Attorney  
Denton Navarro Rocha Bernal & Zech, P.C.



## CITY OF BASTROP

## RESOLUTION NO. R-2024 - 48

## RULES OF PROCEDURE

A RESOLUTION OF THE CITY OF BASTROP, TEXAS,  
REVISING CERTAIN RULES OF PROCEDURE FOR CITY  
COUNCIL MEETINGS

**WHEREAS,** the City Council of the City of Bastrop (City Council) has a shared interest in promoting efficient, effective, and ethical City Council Meetings; and

**WHEREAS,** pursuant to Sections 551.007 and 551.023 of the Texas Government Code and Section 3.13 of the City's Charter, the City Council has the authority to determine its own rules of procedure and order of business; and

**WHEREAS,** the City Council finds it to be reasonable and prudent to approve this resolution modifying the Rules of Procedure.

**NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bastrop:**

**Section 1:** The City Council hereby approves the following amendments to the Rules of Procedure:

**1. Article 3. Parliamentary Procedure**

3.1. Discussion and Debate. The basic rule of motions is that they are subject to discussion and debate. Accordingly, the basic motion and the motion to amend are all eligible, each in their turn for full discussion by and before the City Council. The length of individual statements by the Mayor and members is limited to ten minutes unless the City Council votes to extend the time allotted.

Discussion and debate can continue as long as the members wish to discuss it, or until the Mayor or any member decides that it is time to move on and call a vote on the motion after each member has had an opportunity to speak.

**2. Article 4. Agenda Order.** The ~~Mayor and the~~ City Manager or an appropriate designee shall prepare an agenda and cause the same to be posted in accordance with the Texas Open Meetings Act. Agendas and packet material shall be delivered to the City Council via electronic format uploaded into a cloud storage service. City Council shall be notified via email that the agenda and packet have been uploaded and available for review. The goal would be to upload the agenda and packet on Thursday prior to a regularly scheduled Council Meeting. In the event of an emergency meeting of the City Council, this provision shall be suspended when not

inconsistent with the provisions of federal or state law or the City Charter.

In order to facilitate the agenda process, the Mayor and one Council Member, two Council Members, or the City Manager may place an item on the agenda. Staff assistance, if required, should be requested through the City Manager (City Charter, Article III, Section 3.05 Prohibitions). Agenda items must be provided to the City Manager's Office at City Hall by 12:00 noon on the 7th calendar day preceding the date of the regular meeting. If the agenda topic does not allow for staff to adequately prepare information for Council's consideration, the item may be postponed until the next regular meeting.

### 3. Article 4. Agenda Order

4.4 Presentations. Presentations may be made by the Mayor, City Council, or Staff. ~~The Mayor may deliver any proclamation as may be required from time to time.~~ Proclamations shall be read by the City Secretary and signed by the City Manager. All City Council Members will be afforded the opportunity to pose for a group photograph for the proclamation. Outside entities and organizations granted permission to make a presentation shall be placed in this section.

**Section 2:** The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Texas Open Meetings Act.

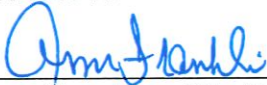
**DULY RESOLVED & ADOPTED** by the City Council of the City of Bastrop, Texas, on this, the 29<sup>th</sup> day of April 2024.

APPROVED:



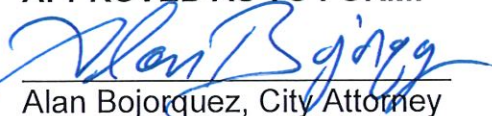
Lyle Nelson, Mayor

ATTEST:



Ann Franklin, City Secretary

APPROVED AS TO FORM:



Alan Bojorquez, City Attorney





# STAFF REPORT

**MEETING DATE:** June 24, 2025

**TITLE:**

Consider action to approve Resolution No. R-2025-113, restoring rights and privileges to the Office of the Mayor and repealing Resolution No. R-2024-49, which removed certain rights and powers of the Office of the Mayor.

**AGENDA ITEM SUBMITTED BY:**

Submitted by: Michael Muscarello, City Secretary

**BACKGROUND/HISTORY:**

On April 29th, the City Council approved changes to the City's travel policy, as well as modifications to the Mayor's authority to serve on state boards, local boards and commissions, and to act as an official representative of the City of Bastrop.

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Staff recommends that the City Council approve the repeal of the resolution that imposed limitations on the Office of the Mayor's ability to travel on official business, serve on state and local boards or commissions, and represent the City in official capacities.

The repeal of this resolution is recommended to restore the traditional and functional authority of the Mayor to act as a representative of the City of Bastrop in regional, state, and intergovernmental matters. These representational responsibilities are essential to maintaining the City's visibility, influence, and collaborative relationships across various levels of government and with partner organizations.

Empowering the Mayor to travel for official business and participate in external boards and commissions aligns with best practices for municipal leadership and reflects the intent of the City Charter to provide a visible, engaged, and effective presence on behalf of the City and its residents.

**ATTACHMENTS:**

1. Proposed Resolution
2. Resolution No. R-2024-49

**CITY OF BASTROP****RESOLUTION NO. R-2025-113****A RESOLUTION OF THE CITY OF BASTROP, TEXAS,  
AMENDING CERTAIN RULES OF PROCEDURE AND  
POLICIES REGARDING CITY COUNCIL AND THE OFFICE  
OF MAYOR**

**WHEREAS**, the City Council of the City of Bastrop (City Council) has a shared interest in promoting efficient, effective, and transparent governance; and

**WHEREAS**, the election of Mayor Ishmael Harris in 2025 provides an opportunity to review and revise policies to align with standard municipal practices; and

**WHEREAS**, pursuant to Sections 551.007 and 551.023 of the Texas Government Code and Section 3.13 of the City's Charter, the City Council has the authority to determine its own rules of procedure and order of business; and

**WHEREAS**, pursuant to Chapter 51 of the Texas Government Code and Section 1.02 of the City's Home Rule Charter, the City Council has the authority to establish policies for the good government of the City of Bastrop; and

**WHEREAS**, the City Council finds it reasonable and prudent to amend certain rules and policies to restore the Mayor's traditional roles and responsibilities, while establishing clear guidelines for shared resources;

**NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bastrop:**

**Section 1:** The City Council hereby establishes the following policies regarding City Council and the Office of Mayor:

**1. Expenses for Official Business Trips**

The Mayor may seek approval for the reimbursement of actual expenses, advanced expenses, or per diem for official business trips, provided the cumulative amount of yearly spending is within the amount approved by council.

**2. City Funds for Mayor's Attendance at Events**

The Mayor may expend city funds for attendance at any event, function, or convention without prior approval of the City Council, provided the

cumulative amount of yearly spending is within the amount approved by council.

**3. Council Office Space**

All City Council members, including the Mayor, may utilize the council executive conference room as a shared office space up to 4 hours per week. The space will continue to be used for executive session and be configured as a conference room.

**4. Speaking Roles at City Functions**

City Staff may schedule the Mayor to speak at city or city-sponsored events as mayoral availability and desire provides.

**5. City Hall Badge Security Access**

All City Council Members, including the Mayor, shall have identical badge security access to City Hall, which will not include secure areas outside of the Executive Conference Room.

**6. Appointment to Internal or External Boards**

The Mayor may serve on any internal or external boards, commissions, committees, or task forces as appointed by council.

**7. Legislative Advocacy**

The "Legislative Advocacy" paragraph of R-2024-49 is hereby repealed. The Mayor, Mayor Pro-Tem, City Manager, and City Attorney may serve as spokespersons and advocate the city consistent with positions established by the City Council.

**Section 2:** Conflicts with Prior Resolutions: Any prior resolutions or parts thereof in conflict with the provisions of this resolution are hereby repealed to the extent of such conflict.

**Section 3:** The meeting at which this Resolution was passed was open to the public, and public notice of the time, place, and purpose of said meeting was given as required by the Texas Open Meetings Act.

**DULY RESOLVED & ADOPTED** by the City Council of the City of Bastrop, Texas,  
on this, the 24<sup>th</sup> day of June 2025.

**APPROVED:**

---

Ishmael Harris, Mayor

**ATTEST:**

---

Michael Muscarello, City Secretary

**APPROVED AS TO FORM:**

---

City Attorney  
Denton Navarro Rocha Bernal & Zech, P.C.





## CITY OF BASTROP

## RESOLUTION NO. R-2024 - 49

## OFFICE OF MAYOR

**A RESOLUTION OF THE CITY OF BASTROP, TEXAS,  
ESTABLISHING CITY POLICIES REGARDING CERTAIN  
ASPECTS OF THE OFFICE OF MAYOR**

- WHEREAS,** the City Council of the City of Bastrop (City Council) has a shared interest in promoting integrity in municipal operations; and
- WHEREAS,** pursuant to Chapter 51 of the Texas Government Code the City Council has the authority to take action necessary and proper for the good government, peace, or order of the City of Bastrop; and
- WHEREAS,** pursuant Bastrop's Home Rule Charter Section 1.02, the City Council has the authority to determine the policies of the City; and
- WHEREAS,** the City Council passed resolution R-2023-129, authorizing an investigation under the city charter into financial mismanagement allegations made against Visit Bastrop and "certain interactions between particular leaders of the City and of Visit Bastrop;" and
- WHEREAS,** the City Council passed a motion on December 18, 2023, to file an ethics complaint against Mayor Nelson under Bastrop Code of Ethics section 1.15.009(h)(2) for Abuse of Power - Interference with the above-mentioned investigation; and
- WHEREAS,** the Bastrop Board of Ethics unanimously determined that Mayor Nelson interfered with the above-mentioned investigation, violating the Bastrop Code of Ethics, and issued a Letter of Reprimand on April 10, 2024; and
- WHEREAS,** the City Council finds it to be reasonable and prudent to approve this resolution modifying certain practices and policies, and further determines that Mayor Nelson's conduct has provided a rational basis for this resolution.

**NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bastrop:**

**Section 1:** The City Council hereby approves the following policies:

**1. Expenses for Official Business Trips**

It shall be the policy of the City of Bastrop that, in order for the mayor's actual expenses, advanced expenses, or per diem to be reimbursed by the City, those expenses must first be approved by the City Council.

**2. City funds for Mayor's Attendance at Events**

It shall be the policy of the City of Bastrop that no city funds shall be expended for the mayor's attendance at any event, function, or convention without prior approval of the City Council.

**3. Mayor's Office Space**

It shall be the policy of the City of Bastrop that the Mayor shall not be provided the exclusive (sole) use of designated (assigned) office space at City Hall. At the City Manager's discretion, temporary shared workspace and meeting space may be provided to all City Council Members (including the mayor) as needed when available.

**4. Speaking Roles at City Functions**

It shall be the policy of the City of Bastrop that City staff shall not schedule or propose the mayor to speak at city or city-sponsored events, outside of City Council Meetings, without prior approval of the City Council.

**5. City Hall Access**

It shall be the policy of the City of Bastrop that the mayor shall not be provided an identification badge (door key cards) granting him unassisted access to the Authorized Personnel Only (Employee-Only) areas at City Hall. Instead, all City Council Members including the mayor will have the same access.

**6. Appointment to Internal or External Boards**

It shall be the policy of the City of Bastrop that the mayor shall not serve as a representative of the City on internal or external boards, commissions, committees and task forces (boards). Therefore, to the extent Mayor Nelson has been appointed or otherwise designated to serve in a representative capacity by the City Council on boards inside or outside the City of Bastrop organization, those appointments or designations are hereby revoked, shall be interpreted as void, and the seat considered vacant. This shall include, but is not limited to, the Bastrop Economic Development Corporation, CAPCOG, County Public Health Department, Clean Air Coalition, and Mayor Nelson's role as council liaison to city boards and commissions.

**7. Legislative Advocacy**

It shall be the policy of the City of Bastrop that the City shall not have a Legislative Director. Therefore, to the extent the mayor has been previously designated or authorized by the City Council to serve as a spokesperson or advocate the City, that designation is hereby revoked, shall be interpreted as void without having previously received specific authorization in advance from the City Council.


**Section 2:** The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Texas Open Meetings Act.

**DULY RESOLVED & ADOPTED** by the City Council of the City of Bastrop, Texas, on this, the 29<sup>th</sup> day of April 2024.

**APPROVED:**

  
\_\_\_\_\_

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



# STAFF REPORT

**MEETING DATE:** June 24, 2025

**TITLE:**

Consider and act to approve the Bastrop City Council minutes from the June 5, 2025, Special Meeting.

**AGENDA ITEM SUBMITTED BY:**

Submitted by: Michael Muscarello, City Secretary

**BACKGROUND/HISTORY:**

N/A

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Approve the Bastrop City Council meeting minutes from June 5, 2025 City Council Special Meeting.

**ATTACHMENTS:**

- DRAFT June 5, 2025, City Council Special Meeting.

**CITY OF BASTROP**  
**BASTROP CITY COUNCIL**  
**SPECIAL CITY COUNCIL MEETING MINUTES**

**Thursday, June 5, 2025**

The Bastrop City Council met in a Special Meeting on Thursday, June 5, 2025, at 5:00 p.m. at the Bastrop City Hall Council Chambers, 1311 Chestnut Street, Bastrop, Texas, with the following action taken to wit:

**Council Members Present**

Mayor Pro-Tempore John Kirkland  
 Council Member Cynthia Meyer  
 Council Member Kerry Fossler  
 Council Member Kevin Plunkett  
 Council Member Elect Perry Lowe

**Staff Present**

City Manager Sylvia Carrillo-Trevino  
 Assistant to City Manager Vivianna Andres  
 City Secretary Michael Muscarello

**Council Members Absent**

Mayor Lyle Nelson \* *resigned 1/14/2025*

**1. CALL TO ORDER**

With a quorum present, Mayor Pro-Tempore Kirkland called the Special City Council meeting at 5:00 p.m.

**2. PLEDGE OF ALLEGIANCE – United States of America and Texas Flags**

Mayor Pro-Tempore Kirkland led the Pledge of Allegiance.

**3. CITIZEN COMMENTS**

There were no comments.

**4. EXECUTIVE SESSION**

Mayor Pro-Tempore Kirkland closed the Open Meeting to convene the City Council into Executive (Closed) Session at 5:01 p.m. pursuant to Texas Government Code, Chapter 551 as follows:

- 4A. **City Council shall convene into a closed executive session pursuant to Texas Government Code Section 551.072 to deliberate regarding real property located at or about State Highway 71 and State Highway 20.**

Mayor Pro-Tempore Kirkland reconvened the City Council into the Open Session at 5:20 p.m. Mayor Pro-Tempore Kirkland called for any action as a result of the Executive Session.

- 4A. **City Council shall convene into a closed executive session pursuant to Texas Government Code Section 551.072 to deliberate regarding real property located at or about State Highway 71 and State Highway 20.**

**No** action taken on the Executive Session Item 4A.

**5. ADJOURNMENT**

Upon receiving a motion duly made and seconded to adjourn, the June 5<sup>th</sup> Special Meeting was adjourned at 5:22 p.m.

**CITY OF BASTROP, TEXAS**

\_\_\_\_\_  
John Kirkland, Mayor Pro-Tempore

**ATTEST:**

\_\_\_\_\_  
Michael Muscarello, City Secretary

**CITY OF BASTROP**  
**BASTROP CITY COUNCIL**  
**REGULAR CITY COUNCIL MEETING MINUTES**

**Tuesday, June 10, 2025**

The Bastrop City Council met in a Regular Meeting on Tuesday, June 10, 2025, at 6:30 p.m. at the Bastrop City Hall Council Chambers, 1311 Chestnut Street, Bastrop, Texas, with the following action taken to wit:

**Council Members Present**

Mayor Pro-Tem John Kirkland  
 Council Member Cynthia Meyer  
 Council Member Kerry Fossler  
 Council Member Perry Lowe

**Staff Present**

City Manager Sylvia Carrillo-Trevino  
 Assistant City Manager Andres Rosales  
 Interim Assistant City Attorney Stanley Springerley  
 City Secretary Michael Muscarello  
 Assistant City Secretary Victoria Psencik  
 Assistant to City Manager Vivianna Andres  
 Finance Director Judy Sandrussi  
 Assistant Finance Director Laura Allen  
 Development Services Director James Cowey  
 Police Chief Vicky Steffanic  
 Public Information Officer Colin Guerra  
 Community Engagement Director Kathy Danielson  
 Fleet & Facilities Manager Doug Haggerty  
 B.A.R.E. Manager Dori Kelley  
 Main Street Manager Michaela Joyce  
 Parks & Recreation Director Terry Moore

**Council Members Absent**

Mayor Lyle Nelson \* *resigned 1/14/2025*  
 Council Member Kevin Plunkett

**1. CALL TO ORDER**

With a quorum present, Mayor Pro-Tempore Kirkland called the Regular City Council meeting at 6:30 p.m.

**2. PLEDGE OF ALLEGIANCE – United States of America and Texas Flags**

Aria and Elisha Perkins led the Pledge of Allegiance.

**3. INVOCATION**

City of Bastrop Police Chaplain Bob Long delivered the Invocation.

**4. EXECUTIVE SESSION**

Before convening into the Executive Session, Mayor Pro-Tem Kirkland announced that Item 4A would be discussed in the Open Session after the conclusion of the Executive Session.

**4A. Section 551.072 to deliberate regarding the proposed sale of real estate property located along Jasper Street.**

Mayor Pro-Tem Kirkland closed the Open Meeting to convene the City Council into Executive (Closed) Session at 6:34 p.m. pursuant to Texas Government Code, Chapter 551 as follows:

4B. **Section 551.071 regarding contractual agreements and ballot initiatives.**

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

Mayor Pro-Tem Kirkland reconvened the City Council into the Open Session at 6:46 p.m. and called for any action as a result of the Executive Session.

4B. **Section 551.071 regarding contractual agreements and ballot initiatives.**

**No** action was taken on Executive Session Item 4B.

At this time, Executive Session Item 4A was discussed in the Open Session.

4A. **Section 551.072 to deliberate regarding the proposed sale of real estate property located along Jasper Street.**

**No** action was taken on Executive Session Item 4A.

**6. PRESENTATIONS**

6A. **Mayor Pro Tem's Report**

6B. **Council Members' Report**

6C. **City Manager's Report**

- A. **Old Iron Bridge Update**
- B. **Water Wells**
- C. **Blakey Lane / Old Austin Highway**
- D. **Wastewater Plant**
- E. **Streets / Water Street**
- F. **Parks & Quality of Life**
- G. **Budget & Open Gov**

Submitted and Presented by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

6D. **PROCLAMATION – Recognition of June 19, 2025 as Juneteenth Day in the City of Bastrop.**

Submitted by: Victoria Psencik, Assistant City Secretary



The proclamation was read and signed by Mayor Pro-Tem Kirkland and accepted by Mayor-Elect Ishmael Harris on behalf of the Bastrop Juneteenth Committee.

6E. **PRESENTATION – Nate Gold, Texas Parks and Wildlife, reintroducing prescribed burns at Buecher State Park and Bastrop State Park.**

Submitted by: Michael Muscarello, City Secretary

Presented by: Nate Gold, Texas Parks and Wildlife representative

6F. **PRESENTATION – Receive an update regarding the expansion of the CARTS Now service territory boundary for the City of Bastrop.**

Submitted by: Viviana Nicole Andres, Assistant to the City Manager

Presented by: Dana Platt, CARTS representative

7. **WORK SESSIONS / BRIEFINGS - NONE**

8. **CITIZEN COMMENT(S)**  
**No** comments were submitted.

9. **CONSENT AGENDA**

9D. **Consider and act on Resolution No. R-2025-99, accepting a sponsorship donation in the amount of \$3,000 from H-E-B, a sponsorship donation in the amount of \$500 from Renewal by Andersen and a first aid station donation from Ally Medical Emergency Room, all in support of the 2025 Big Bang Celebration event.**

Submitted by: Terry Moore, Parks and Recreation Director

9E. **Consider and act on Resolution No. R-2025-100, amending the Master Fee Schedule, General Provisions – Parks, to reflect various changes as attached in Exhibit A.**

Submitted by: Terry Moore, Parks and Recreation Director

9F. **Consider and act on Resolution No. R-2025-96, confirming the City Secretary under the Home Rule Charter Article III, “City Council”, Section 3.09 “City Secretary”.**

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

9G. **Consider and act on Resolution No. R-2025-101, supporting the submission of preliminary applications to the Texas General Land Office (GLO) for the Community Development Block Grant – Mitigation (CDBG-MIT) Program.**

Submitted by: Judy Sandroussi, Director of Finance

- 9H. **Consider and act on Resolution 2025-103 to grant \$10,000 of HOT funds to Jokana Ranch, LLC, in the amount of \$10,000.**

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

- 9I. **Consider and act to approve the Bastrop City Council minutes from the May 27, 2025, Regular Meeting.**

Submitted by: Victoria Psencik, Assistant City Secretary

Mayor Pro-Tem Kirkland called for requests to remove any item from the Consent Agenda for separate discussion. Mayor Pro-Tem Kirkland requested that Item 9B be removed. Council Member Fossler requested that Item 9A and Item 9C be removed.

**MOTION:** Council Member Meyer moved to approve the Consent Agenda as presented with the exclusion of Items 9A, 9B, and 9C. Council Member Lowe seconded the motion. Motion carried unanimously.

\* \* \* \* \*

- 9A. **Consider and act on the first reading of Ordinance No. 2025-53, amending the budget for the Fiscal Year 2025 in accordance with existing statutory requirements.**

Submitted and Presented by: Laura Allen, Assistant Finance Director

**MOTION:** Council Member Fossler moved to approve the first reading of Ordinance No. 2025-53 as presented and include on the June 24, 2025 agenda for a second reading. Council Member Lowe seconded the motion. Motion carried unanimously.

\* \* \* \* \*

- 9B. **Consider and act on the first reading of Ordinance No. 2025-54, amending Chapter 1, Article 1.10 Park Rules of the Bastrop Code of Ordinances, to reflect various updates to language, permit requirements and related processes, as attached in Exhibit A, and move to include on the June 24, 2025, Consent Agenda for a second reading.**

Submitted and Presented by: Terry Moore, Parks and Recreation Director

**MOTION:** Council Member Fossler moved to approve the first reading of Ordinance No. 2025-53 with the following conditions:

- *Section 1.10.003 Commercial use of parks; (f) Insurance – adding the insurance amount of \$1,000,000 after the strike-through amount of \$250,000*
- *Section 1.10.002 Park rules; (d) Prohibited activities; (2) – strike the word “wading”.*

- *Section 1.10.002 Park rules; (b) Reserved areas; (4) Concessions stand – strike the word “spate” and insert county.*

and include on the June 24, 2025 agenda for a second reading. Council Member Meyer seconded the motion. Motion carried unanimously.

\* \* \* \* \*

9C. **Consider and act on Resolution No. R-2025-98, approving an Interlocal Participation Agreement with the Purchasing Cooperative of America.**

Submitted and Presented by: Judy Sandroussi, Director of Finance

**MOTION:** Council Member Meyer moved to approve Resolution No. R-2025-98 as presented. Council Member Lowe seconded the motion. Motion carried unanimously.

\* \* \* \* \*

## 10. ITEMS FOR INDIVIDUAL CONSIDERATION

10A. **Consider action to approve a Resolution of the City Council of the City of Bastrop, Texas appointing a City Council nominee as the General Assembly Representative to the Capital Area Council of Government (CAPCOG) and replacing current member Lyle Nelson; authorizing the Mayor to execute all necessary documents; providing for a repealing clause; and establishing an effective date.**

Submitted by: Michael Muscarello, City Secretary

**MOTION:** Council Member Meyer moved to table Item 10A until the next regular City Council Meeting. Council Member Fossler seconded the motion. Motion carried unanimously.

10B. **Consider and act on Resolution No. R-2025-97, approving the Bastrop Convention & Exhibit Center Terms and Conditions.**

Submitted and Presented by: Kathy Danielson, Community Engagement Director

**MOTION:** Council Member Meyer moved to approve Resolution No. R-2025-89 with the following conditions to the Terms and Conditions:

- *On item four (4) – strike the words “Reservations for events less than twelve (12) months out” and add “All events are done on a first-come, first-serve basis.”*
- *Reformat the document to make it easier to read*
- *Add item thirty-one (31) – “Any restriction listed in the Terms and Conditions can be appealed to the City Manager and the City Council.”*

Council Member Lowe seconded the motion. Motion carried unanimously.

**11. ADJOURNMENT**

Upon receiving a motion duly made and seconded to adjourn, the June 10<sup>th</sup> Regular Meeting was adjourned at 8:09 p.m.

**CITY OF BASTROP, TEXAS**

\_\_\_\_\_  
Ishmael Harris, Mayor

**ATTEST:**

\_\_\_\_\_  
Victoria Psencik, Assistant City Secretary

**CITY OF BASTROP**  
**BASTROP CITY COUNCIL**  
**SPECIAL CITY COUNCIL MEETING MINUTES**

**Thursday, June 5, 2025**

The Bastrop City Council met in a Special Meeting on Saturday, June 14, 2025, at 3:30 p.m. at the Bastrop City Hall Council Chambers, 1311 Chestnut Street, Bastrop, Texas, with the following action taken to wit:

**Council Members Present**

Mayor Ishmael Harris  
 Council Member Cynthia Meyer  
 Council Member Perry Lowe  
 Council Member Kevin Plunkett

**Staff Present**

Assistant City Manager Andres Rosales  
 City Secretary Michael Muscarello

**Council Members Absent**

Council Member Kerry Fossler  
 Mayor Pro-Tem John Kirkland

**1. CALL TO ORDER**

With a quorum present, Mayor Harris called the Special City Council meeting at 3:30 p.m.

**2. PLEDGE OF ALLEGIANCE – United States of America and Texas Flags**

Mayor Harris led the Pledge of Allegiance.

**3. INVOCATION**

Council Member Perry Lowe led the invocation.

**4. CITIZEN COMMENTS**

There were no comments.

**5. ITEMS FOR INDIVIDUAL CONSIDERATION**

- 5A. Consider action to approve a Resolution of the City Council of the City of Bastrop, Texas appointing a City Council nominee to serve as the City of Bastrop's at-large General Assembly Representative and one nominee to serve as the City of Bastrop's vacant Executive Committee Representative on the Capital Area Council of Governments (CAPCOG) and replacing current Executive Committee Representative Lyle Nelson and at-large General Assembly Representative Sylvia Carrillo-Trevino; authorizing the Mayor to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

Submitted by: Michael Muscarello, City Secretary

**MOTION:** Council Member Plunkett moved to nominate Councilmember Kerry Fossler as the Executive Committee Representative and Gary Blake as the at-large General Assembly Representative to the Capital Area Council of Governments. Council Member Lowe seconded the motion. Motion carried unanimously.

**6. ADJOURNMENT**

Upon receiving a motion duly made and seconded to adjourn, the June 14<sup>th</sup> Special Meeting was adjourned at 3:33 p.m.

**CITY OF BASTROP, TEXAS**

\_\_\_\_\_  
Ishmael Harris, Mayor

**ATTEST:**

\_\_\_\_\_  
Michael Muscarello, City Secretary



# STAFF REPORT

**MEETING DATE:** June 24, 2025

**TITLE:**

Consider and act on the first reading of Ordinance 2025-56 of the City of Bastrop, Texas, authorizing a one-time 50% fee reduction for the renewal of 2025 City of Bastrop alcohol permits.

**AGENDA ITEM SUBMITTED BY:**

Submitted by: Michael Muscarello, City Secretary

**BACKGROUND/HISTORY:**

In past years, the City of Bastrop did not consistently monitor or collect alcohol permit fees as outlined by state law and the Texas Alcoholic Beverage Commission (TABC). Under current regulations, businesses that obtain an alcohol permit are required to pay associated fees to the State, County, and the City in which they operate. The City's portion of the fee is a percentage of the TABC fee.

City Ordinance 2017-28 requires businesses to remit their City alcohol permit fees on an annual basis. In recognition of the City's renewed enforcement efforts and to support permit holders during the transition back into full compliance, staff recommends a one-time 50% reduction in the City's portion of the 2025 alcohol permit renewal fees. Regular fee collection at the full rate will resume with the 2026 permit year.

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Authorize a one-time 50% reduction in the City's portion of alcohol permit renewal fees for calendar year 2025, as prescribed in Ordinance 2017-28, with full fees to resume in 2026.

**ATTACHMENTS:**

1. Proposed Ordinance
2. Ordinance 2017-28

**ORDINANCE NO. 2025-56**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AUTHORIZING A ONE-TIME 50% REDUCTION IN CITY ALCOHOL PERMIT RENEWAL FEES FOR THE 2025 PERMIT YEAR; PROVIDING FOR A RETURN TO FULL FEE COLLECTION BEGINNING IN 2026; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the Texas Alcoholic Beverage Code authorizes municipalities to assess local alcohol permit fees equal to one-half of the fee charged by the Texas Alcoholic Beverage Commission (TABC); and

**WHEREAS**, the City of Bastrop adopted Ordinance No. 2017-28, which established the requirement for the annual collection of City alcohol permit fees; and

**WHEREAS**, the City has not consistently monitored or collected these fees in prior years as required under state law; and

**WHEREAS**, the City Council desires to support permit holders during the transition to consistent enforcement of annual fee collection by providing a one-time 50% discount on renewal fees for the 2025 permit year only; and

**WHEREAS**, the City Council further finds that requiring timely compliance within a specified 60-day window promotes fairness and administrative efficiency;

**WHEREAS**, the City Council finds this one-time reduction to be in the public interest and aligned with fair business practices while preserving future compliance with state and local regulations;

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

**Section 1. One-Time Fee Reduction Authorized**

A one-time 50% reduction is hereby authorized on the City portion of alcohol permit renewal fees for the 2025 permit year. This reduction shall apply only to permit holders renewing existing permits in good standing and shall not apply to new permits, reinstatements, or late submissions.



## Section 2. Reinstatement of Full Fees

Beginning with the 2026 permit year, alcohol permit fees shall return to the full amounts as outlined in Ordinance No. 2017-28, with no reductions or discounts.

## Section 3. Severability

If any provision of this Ordinance or the application thereof to any person or circumstance is held to be invalid, the remainder of the Ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

## Section 4. Repealer

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

## Section 5. Effective Date

This Ordinance shall take effect immediately following its second reading and passage, as provided by the City Charter and applicable law.

**READ** and **APPROVED** on First Reading this 24<sup>th</sup> day of June, 2025.

**READ, APPROVED, and ADOPTED** on Second Reading this 8th day of July, 2025.

**APPROVED:**

\_\_\_\_\_  
Ishmael Harris, Mayor

**ATTEST:**

\_\_\_\_\_  
Michael Muscarello, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney  
Denton Navarro Rocha Bernal & Zech, P.C.



**ORDINANCE NO. 2017-28**

**SALE OF ALCOHOLIC BEVERAGES**

**AN ORDINANCE OF THE CITY OF BASTROP, TEXAS AMENDING THE CODE OF ORDINANCES, RELATED TO CHAPTER 4, TITLED “BUSINESS REGULATIONS”, ARTICLE 4.02, TITLED “SALE OF ALCOHOLIC BEVERAGES” AND PROVIDING FOR FINDINGS OF FACT, REPEALER, SEVERABILITY, CODIFICATION, EFFECTIVE DATE, PROPER NOTICE AND MEETING.**

**WHEREAS**, the City Council has developed and approved written policies and procedures that provide for and allow for the sale and consumption of alcoholic beverages in various locations in the City of Bastrop; and

**WHEREAS**, the City Council has developed and approved written policies and procedures that provide for and allow for the sale and consumption of alcoholic beverages in various locations in the City of Bastrop; and

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

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

**WHEREAS**, the City has the ability to enact certain rules regarding alcoholic beverages in accordance with Tex. Alc. Bev. Code Chapter 109; and

**WHEREAS**, the City Council finds the attached amendments reasonable and necessary.

**NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Bastrop, TX:**

**1. FINDINGS OF FACT**

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

**2. AMENDMENT**

Chapter 4, Article 4.02 of the City of Bastrop Code of Ordinances is hereby amended, and after such amendment, shall read in accordance with *Attachment “A”*, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any underlined text shall be inserted into the Code and any struck-through text shall be deleted from the Code, as stated on *Attachment A*.

### **3. REPEALER**

To the extent reasonably possible, ordinances are to be read together in harmony. However, all ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

### **4. SEVERABILITY**

Should any of the clauses, sentences, paragraphs, sections or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

### **5. CODIFICATION**

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

### **6. EFFECTIVE DATE**

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.

### **7. PROPER NOTICE & MEETING**

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.


**READ & ACKNOWLEDGED** on First Reading on the 12<sup>th</sup> day of December 2017.

**READ & APPROVED** on the Second Reading on the 9<sup>th</sup> day of January 2018.

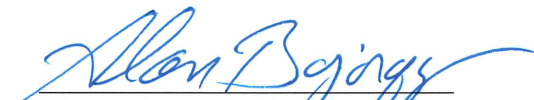
**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

Attachment "A"

## Bastrop Code of Ordinances

### Chapter 4: Business Regulations

#### Article 4.02: Sale of Alcoholic Beverages

**Section 1:** The Code of Ordinances of the City of Bastrop, Texas, is hereby amended by amending Chapter 4 titled "Business Regulations", to read follows:

#### CHAPTER 4 – BUSINESS REGULATIONS

#### ARTICLE 4.02 - SALE OF ALCOHOLIC BEVERAGES

##### **Sec. 4.02.001 - Definitions.**

The definitions contained in the Texas Alcoholic Beverage Code shall apply to the provisions of this article.

##### **Sec. 4.02.002 - Construction consistent with state law.**

This chapter shall be construed in accordance with the Texas Alcoholic Beverage Code, as may be amended, and rules and regulations promulgated under its authority.

##### **Sec. ~~4.02.002~~ 4.02.003 - Processing of applications for state licenses or permits.**

- (a) Any person applying for a permit or license issued by the authority of the Texas Alcoholic Beverage Code, or a renewal of such permit or license, or to change location of the place of business designated in such permit or license, shall present in person to the City Secretary the appropriate application forms prescribed by the alcoholic beverage commission and shall file one copy thereof with the City Secretary;  
~~Such applicant shall file an application for a package store permit, a wine and beer retailer's permit and a retail dealer's on-premises license shall also provide, on a form to be furnished by the city, information necessary to show compliance by the applicant with the provisions of this article. Such information shall include, but not limited to, the name, age, height, weight, race and all other city permits or licenses held by the applicant.~~
- (b) The City Secretary ~~shall direct the applicant to deliver the filed application to the state alcoholic beverage commission, which shall cause an investigation to be made as to the applicant's moral character and also as to the applicant's police or criminal record, if any. The applicant may be required and directed to submit a classifiable set of his fingerprints if the Chief of Police deems such to be necessary to accomplish said investigation. On completing this investigation, the Chief of Police shall forward the application and information form, together with his report of the applicant's personal record, to the building official~~ Planning Department, which shall:



- (1) determine the use zoning district in which the proposed business is to be located, determine road frontage as applicable, and determine the location of the nearest church, public or private school, and public hospital;
- ~~(2) and the building official shall indicate such facts and any other pertinent information by appropriate notation in the applicant's file;~~
- ~~(3) (2) The building official shall immediately promptly~~ advise the City Secretary, in writing, of the use zoning district in which the place of business is located and the location of the nearest church, public or private school and public hospital. ~~The building official shall forward the file on all applications, except applications for a brewer's permit, distiller's permit, class A winery permit, rectifier's permit, wine and beer retailer's permit, manufacturer's license, retail dealer's on-premises license and retail dealer's off-premises license, directly to the fire marshal, and on such excepted applications the building official shall transmit the file to the city health officer.~~

**Sec. ~~4.02.003~~ 4.02.004 - Compliance with zoning regulations.**

No person shall sell, store or otherwise handle for the purpose of sale, or engage in the business of selling, storing or otherwise handling, any alcoholic beverage in the city, unless the place of business of such person is located in a use district of the city, as established by the city and present or future zoning regulations of the city, in which the sale, storage or otherwise handling for the purpose of sale of such alcoholic beverage is permitted.

**Sec. ~~4.02.004~~ 4.02.005 - Distance of premises from church, school or hospital. Separation Requirements from Church, Public or Private School, or Public Hospital**

- (a) No person shall sell or engage in the business of selling any alcoholic beverage where the place of business of such person is located within three hundred (300) feet of any church, public or private school, or public hospital: ~~provided, however, that the City Council may provide variances to the three hundred foot limitation if the City Council determines that the enforcement of the regulation in a particular instance is not in the best interest of the public, constitutes waste or inefficient use of land or other resources, creates an undue hardship on an applicant for a license or permit, does not serve its intended purpose, or is not effective or necessary, or for any other reason the Council, after consideration of the health, safety, and welfare of the public and the equities of the situation, determines is in the best interest of the community. For purposes of this section, the measurements of the distance between such businesses and the affected churches, schools, and hospitals shall be done in accordance with state law.~~
- (b) This section does not apply to:
  - (1) a holder of a license or permit who also holds a food and beverage certificate covering premises that are located within three hundred (300) feet of a private school, as the term "private school" is defined by the Texas Alcoholic Beverage Code;
  - ~~(2) Additionally, this section shall not apply to~~ any place of business that is legally selling alcoholic beverages at the same location for a continuous period of one year ~~next~~ preceding the establishment, construction or purchase of property for the

establishment or construction of a church, public or private school, or public hospital; or

- (3) ~~nor shall it apply to~~ businesses that were in operation at the time this section was originally enacted, until such a time as such businesses have a change in ownership.
- (c) For purposes of this section, the measurements of the distance between such businesses and the affected churches, schools, and hospitals shall be done in accordance with state law.
- (b) ~~Whether the grant of a variance from the rule prohibiting a person from selling or engaging in the business of selling any alcoholic beverage within three hundred (300) feet of any church, public or private school or hospital is in the best interest of the community shall be determined by the Council following a public hearing held by the Council to receive public input on the requested variance.~~
- (e) ~~Notice of the required public hearing, set forth in subsection (b) above, shall be provided to all property owners who are located adjacent to the site to which the variance would apply, if granted, including but not limited to notices to all churches, public or private schools, and hospitals in the area that may be potentially affected by the requested variance.~~
- (d) ~~Any variance awarded pursuant to this section shall be by resolution, approved by the City Council for such purpose.~~

#### Sec.4.02.006 Variance to Separation Requirements

- (a) Pursuant to the State of Texas Alcoholic Beverage Code, City Council of the City of Bastrop has the authority to allow variances to the separation requirement regulations.
- (b) The council may provide variances if, after notice and a public hearing, the council determines that enforcement of the regulation in a particular instance:
  - (1) is not in the best interest of the public;
  - (2) constitutes waste or inefficient use of land or other resources;
  - (3) creates an undue hardship on an applicant;
  - (4) does not serve its intended purpose;
  - (5) is not effective or necessary; or
  - (6) for any other reason the council, after consideration of the health, safety, and welfare of the public and the equities of the situation, determines is in the best interest of the community.
- (c) The council may consider the written consent to a variance under this section from each church, public or private school, public hospital within 300 feet from the applicant's proposed place of business filed by the applicant with the Planning Department to be a sufficient justification for a variance.

#### § 4.02.007 – Variance to Separation Requirements Process

- (a) To obtain a variance under this section, an applicant must submit an application to the Planning Department, on a form approved by the director, requesting a variance to the separation requirements of 4.02.005, showing justification under section 4.02.006(b) of this section.
  - (1) The Planning Department shall distribute notice of public hearing by:



- A. Publication in a newspaper of general circulation in the location in which the variance is requested;
- B. Mail not fewer than 15 days before the date of the council's public hearing to all property owners within 300 feet of the premise; and.
- C. Notify the police department.
- (2) Applicant must comply with the following:
  - A. post a sign that shall include the type of action pending and contact number and be at least one (1) square foot and visible from street;
  - B. verify placement of the signs in writing to the Planning Department;
  - C. respond to complaints regarding the signs to the department within 24 hours; and
  - D. a person may not remove a sign posted by the department under this section before the earliest date city council action may be taken on the application.
- (3) City Council shall hold a public hearing, after which a determination will be made to grant or deny the variance request.
- (4) Any variance granted pursuant to this section shall be by resolution, approved by City Council.
- (5) If the city council denies a variance with prejudice, the director of the Planning Department may not accept an application for the same or a substantially similar variance request earlier than 12 months after the date the previous variance request was denied. provided, however, that the City Council may provide variances to the three hundred foot limitation if the City Council determines that the enforcement of the regulation in a particular instance for a license or permit,

**Sec. ~~4.02.005~~ 4.02.008- Permit and license fees; issuance of city permit.**

- (a) Unless state law exempts a permittee or licensee from payment of a fee established by this section, a permittee or licensee must pay the City an annual permit or license fee of one-half the amount of the state fee for each permit and license authorizing the sale of alcoholic beverages. There is hereby levied an annual permit fee and an annual license fee in the amount of one-half (1/2) the state fee for each permit or license issued, except as prohibited by Texas Alcoholic Beverage Code.
- (b) Such fee shall be paid in advance for one year to the City Secretary ~~within thirty (30) days from the date payment was due to be paid to the county tax assessor/collector or no later than the 30th day after the date said state permit or license fee is due.~~ alcoholic beverage commission for said state permit fee or state license fee.
- (c) The permit may be cancelled if the permittee has not paid a fee levied under this section. A permittee who sells an alcoholic beverage without first having paid a fee levied under this section commits a misdemeanor punishable by a fine of not less than \$10 nor more than \$200. Upon the payment of the applicable tax or fee prescribed to the city and exhibiting a permit duly issued by the state to the applicant, the City Secretary shall, in the name of the city, issue and deliver to such applicant a permit to engage in business in the city of the character described in and authorized by the permit or license from the state held by such applicant, and the permit so issued in the name of the city shall authorize the conduct of such business upon the premises described in the permit or license from the



~~state and shall remain in force only so long as such permit or license from the state remains in force.~~

- (d) The City Secretary shall issue and deliver a receipt under this section to the permittee or licensee authorizing the sale of alcoholic beverages under this chapter and a state permit or license, if the permittee or licensee:
  - (1) pays the fees established by Subsection (a); and
  - (2) exhibits the permit or license issued by the state.
- (e) The permit issued in the name of the city shall authorize the conduct of such business upon the premises described in the permit or license from the state and shall remain in force only so long as such permit or license from the state remains in force.
- (f) The following are exempt from the fee authorized in this section:
  - (1) agent's, airline beverage, passenger train beverage industrial, carrier's, private carrier's, private club registration, local cartage, storage, and temporary wine and beer retailer's permits;
  - (2) a wine and beer retailer's permit issued for a dining, buffet, or club car; and
  - (3) a mixed beverage permit during the three-year period following the issuance of the permit.

**Sec. ~~4.02.006~~ 4.02.009- Hours of sale and consumption.**

- (a) No person shall sell or offer for sale any beer, wine, or mixed beverages during the following periods of time:
  - (1) On Sunday, at any time between the hours of 1:00 a.m. and 12:00 noon, unless it is between the hours of 10:00 a.m. and 12:00 noon and ~~or between the hours of 1:00 a.m. and 10:00 a.m. if~~ the alcoholic beverage is provided during the service of food to the customer.
  - (2) On any other day, at any time between the hours of 12:00 midnight and 7:00 a.m.
- (b) No person shall consume or hold for the purpose of consumption in ~~any public place the~~ Form Based Code, Downtown Mixed Use and Historic Main Street Character zones any alcoholic beverages during the following periods of time:
  - (1) On Sunday at any time between the hours of 1:15 a.m. and 12:00 noon.
  - (2) On any other day at any time between the hours of 12:15 a.m. and 7:00 a.m.
- (c) Any sale, consumption or possession of beer, mixed beverages or alcoholic beverages, as permitted by this section, shall be subject to all applicable laws and ordinances, and nothing in this section shall be construed as permitting or otherwise authorizing any act in contravention of any state or federal statute or any ordinance of the city.

**Sec. ~~4.02.007~~ 4.02.010- Inspection of premises.**

It shall be the duty of the building official, ~~Chief of Police, and~~ fire marshal ~~and health officer~~ to cause an inspection to be made periodically of all premises of permittees and licensees under this article.

**Sec. ~~4.02.008~~ 4.02.011- Permitted locations.**

- (a) Establishments for the sale and consumption of beer and/or wine may be located in the following areas and none other (except as noted in section 4.02.005):
- (1) Sale for consumption of beer and wine, on-premises, in food service establishments that derive ~~less than fifty (50)~~ no more than sixty (60) percent of their gross revenue from on-premises sale and consumption of alcoholic beverages may be located in areas within the municipal limits ~~with the following zoning designations as authorized by the Use Regulations in the Zoning Ordinance.:~~
    - ~~(A) The central business district;~~
    - ~~(B) The commercial tourism district;~~
    - ~~(C) The commercial 1 district (light);~~
    - ~~(D) The commercial 2 district (heavy).~~
  - (2) Notwithstanding the provisions noted above in subsection (1) of this section, sale for consumption of beer and wine, on-premises, is allowed in the following areas:
    - (A) Property fronting on State Highway 95 from the northern city limits line to the intersection of State Highway 71, which is zoned commercial-1, commercial-2, ~~commercial tourist~~, industrial park or light industrial.
    - (B) Property fronting on State Highway 71 and property fronting on parallel frontage roads to State Highway 71 from the western city limits line to the eastern city limits line, which is zoned commercial-1, commercial-2, ~~commercial tourist~~, industrial park or light industrial.
    - (C) Property fronting on Loop 150 from the western bank of the Colorado River to the intersection of Loop 150 and State Highway 71, which is zoned commercial-1, commercial-2, ~~commercial tourist~~, industrial park or light industrial.
    - (D) Property fronting on Loop 150 from the intersection of Water Street and Loop 150 east to the intersection of Loop 150 and State Highway 71, which is zoned commercial-1, commercial-2, ~~commercial tourist~~, industrial park or light industrial.
    - (E) Property fronting on State Highway 21 from the intersection of Loop 150 and State Highway 21 to the eastern city limits line, which is zoned commercial-1, commercial-2, ~~commercial tourist~~, industrial park or light industrial.
    - (F) ~~Property zoned central business district.~~ As authorized by the Schedule of Permitted Uses in the Downtown Bastrop Form-Based Code.
  - (3) Sale for consumption of beer and wine, off-premises. Any establishment within the city limits that is located in an area that is zoned:
    - (A) Commercial-1, commercial-2, ~~commercial tourist~~, industrial park or light industrial; and
    - (B) ~~Central business district so long as the beer and wine products sold in the central business district are "Texas-made" products and the display of such alcoholic products occupies less than 20% of the retail sales floor space of the establishment.—~~ Downtown Bastrop Form-Based Code Downtown Mixed Use, Historic Main Street, Civic/Cultural Arts, Commercial Mixed Use, Live/Work, Neighborhood Tourism, and Neighborhood Services character zones as permitted in the Schedule of Permitted Uses so long as the beer and wine products sold are "Texas-made" products and the display

of such alcoholic products occupies less than 20% of the retail sales floor space of the establishment.

- (b) Pursuant to a special option election held on February 5, 2005, the sale of mixed beverages on-premises is permitted in any establishment that has acquired a valid food and beverage certificate from the state alcoholic beverage commission, or successor agency, and that is located within the city limits in an area appropriately zoned for restaurant use.
- (c) The sale and consumption of alcoholic beverages, whether beer, wine or mixed beverages, shall be allowed at the City of Bastrop's Convention Center and Exhibit Hall, when done in full compliance with the city's approved policies and procedures, and when in compliance with state permitting laws and regulations.

**Sec. ~~4.02.009~~ 4.02.012 - Authority to close places of sale during riot.**

Whenever any riot or mob violence has occurred, or there is reasonable cause to apprehend an outbreak thereof within the city, or in the vicinity thereof, the mayor shall have and is hereby vested with the power to immediately issue a proclamation ordering the closing of all places within the city which sell or in any way deal in beer, until such time as, in his or her judgment, the public peace and safety no longer require such restrictions.



# STAFF REPORT

**MEETING DATE:** June 24, 2025

**TITLE:**

Consider and act to approve Resolution No. 2025-106 of the City Council of the City of Bastrop, Texas, approving the Bastrop Public Library Public Room Policy, which is attached as Exhibit A; providing for a review period; and providing for an effective date.

**AGENDA ITEM SUBMITTED BY:**

Submitted by: Bonnie Pierson, Library Director

**BACKGROUND/HISTORY:**

Review of the Bastrop Public Library's 2015 Meeting Room Policy determined that updates were necessary to ensure its continued relevance to the needs of the Bastrop community. As a result, the policy has been renamed to more accurately reflect its applicability to all library rooms available for group reservations. It has also been reorganized to align with the current Bastrop Public Library policy format and revised to streamline content, clarify language, reduce repetition, and remove outdated or procedural information. The revisions also aim to better define the purpose and appropriate use of the public rooms and enhance overall readability. A mapping document outlining the updated policy structure is attached. Additionally, a review schedule has been established to ensure the policy is regularly updated.

The Public Library Advisory Board reviewed and approved the proposed policy during the March 10, 2025, regular board meeting.

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Bonnie Pierson, Library Director recommends approval of Resolution No. 2025-106 of the City Council of the City of Bastrop, Texas, approving the Bastrop Public Library Public Room Policy, which is attached as Exhibit A; providing for a review period; and providing for an effective date.

**ATTACHMENTS:**

- Resolution No. 2025-106
- Bastrop Public Library Public Room Policy
- Bastrop Public Library Public Room Mapping Document
- Bastrop Public Library Meeting Room Policy (2015)



## RESOLUTION NO. R-2025-106

### APPROVING THE BASTROP LIBRARY PUBLIC ROOM POLICY

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE BASTROP PUBLIC LIBRARY PUBLIC ROOM POLICY; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; PROVIDING A REVIEW PERIOD; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** The Bastrop Public Library desires to adopt a Public Room Policy (“Policy”) in order to define the purpose and appropriate use of the public library rooms.

**WHEREAS,** The City Council of the City of Bastrop has reviewed the proposed Policy attached hereto as **Exhibit A**; and

**WHEREAS,** The City Council finds that adoption of the Policy is within the best interest of the City.

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

- Section 1.** All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Bastrop, Texas, and are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.
- Section 2.** The Bastrop City Council hereby approves and authorizes the Public Room Policy, a copy of the same being attached hereto as **Exhibit A** and incorporated herein for all purposes.
- Section 3. Severability:** Should any portion or part of this Resolution be held invalid for any reason or unenforceable by a court of competent jurisdiction, the same shall not be construed to affect any other valid portion hereof, but all valid portions hereof shall remain in full force and effect.
- Section 4. Effective Date:** This Resolution shall be in full force and effect on Wednesday, October 1, 2025.
- Section 5. Proper Notice & Meeting:** The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Texas Open Meetings Act,

Chapter 551, Texas Government Code, as amended.

**DULY RESOLVED & ADOPTED** by the City Council of the City of Bastrop, Texas, on this, the 24<sup>th</sup> day of June 2025.

**THE CITY OF BASTROP, TEXAS:**

\_\_\_\_\_  
Ishmael Harris, Mayor

**ATTEST:**

\_\_\_\_\_  
Michael Muscarello, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney  
Denton Navarro Rocha Bernal & Zech, P.C.





A service of the City of Bastrop

# Public Room Policy

Bring awareness of services, expand the library's reach, develop relationships to provide personal connections, create a welcoming destination

## Purpose of the Public Room Policy

The Public Room Policy defines the time, place, and manner of use of the public rooms, including restrictions. This policy does not pertain to the content of a meeting or to the beliefs or affiliations of the meeting sponsors.

## Public Room Policy Goals

- Convey the priorities of the use of the public rooms.
- Ensure organizations understand the rules and expectations surrounding the use of the public rooms.
- Provide the manner in which public rooms may be reserved by organizations.

## Principles and Objectives

- The public rooms at the Bastrop Public Library are designed to meet general informational, educational, cultural, and civic needs.
- The Bastrop Public Library supports "equal and equitable access to all library resources and services by users of all ages," as outlined by the American Library Association's Bill of Rights.
- The library serves as a public forum as outlined by the American Library Association in "Meeting Rooms: An Interpretation of the Library Bill of Rights."

## Contact Us

- In person at the check-out or information desk
- Via telephone at 512-332-8880
- Via email at [info@bastroplibrary.org](mailto:info@bastroplibrary.org)
- Online at [www.bastroplibrary.org](http://www.bastroplibrary.org)
- Via mailing address:

Bastrop Public Library  
P.O. Box 670  
Bastrop, TX, 78602

*At the Bastrop Public Library, service will not be denied or abridged because of religious, racial, social, economic, or political status; or because of mental, emotional, or physical condition, age, gender identity, or sexual orientation.*

## General Information:

The Bastrop Public Library has two public rooms, the Pressley Meeting Room and the Maynard Conference Room, which may be reserved for use by organizations and community groups. The rooms are available when not in use by the library, City of Bastrop, government entities, or library partners.

Use of the library's meeting rooms by participants does not constitute library or City of Bastrop endorsement of materials (written, audio, etc.), opinions, or viewpoints of the organizer or the attendees.

The library director or their appointee is responsible for implementing this policy and maintaining reservations.

### Pressley Meeting Room

- Occupancy – 100 without tables or 50 with tables
- Equipment – mobile tables, mobile chairs, podium, projector, and a projection screen.
- May be used after regular library hours at the discretion of library staff.

### Maynard Conference Room

- Occupancy – 10
- Equipment – The room is set up with one large conference table and 10 chairs. A projector can be moved into the room.
- Only available when the library is open.

### Public Room Fees

	Pressley Meeting Room	Maynard Conference Room
Nonprofit meetings open to the public	No charge	No charge
Community groups or library partners (See Appendix)	No charge	No charge
Commercial, political organizations, or private meetings	\$50.00 - first two hours \$20.00 - each additional hour	\$25.00 - first two hours \$10.00 - each additional hour

Nonprofit organizations may be asked to present their 501(c)(3) documentation to verify their status.

Government entities are not subject to the fees listed above.

Public room fees will not be prorated. Minimum two-hour reservation.

## Public Meeting Room Guidelines:

Meeting rooms are provided as a service to the public. The following guidelines are established in order to ensure the continuation of this service:

- The City of Bastrop and the Bastrop Public Library reserve the right to preempt any other scheduled event.
- Sales of any kind are not permitted.
- Fees may not be charged for activities held in the rooms.



- Rooms are only available for organizational meetings and community gatherings and may not be used for social purposes including but not limited to birthday parties, reunions, showers, religious services, etc.
- Library staff retain the right to attend or observe any meeting/event to ensure compliance with library policies.
- Permission to use the meeting rooms can be denied to organizations for the following:
  - Previous damage to the building or its furnishings
  - Prior failure to leave the rooms in clean, orderly, and/or secure conditions
  - Creating a disturbance that hinders access or use of the library
  - Failure to comply with library policies
- The signee of the Room Reservation Application is ultimately responsible for ensuring the rooms are used appropriately and will be responsible for reimbursing the library for all damage, outside of normal wear and tear.

### **Use of the Room**

#### *During the meeting*

- All organizations/users are expected to follow all library policies, city ordinances, and state laws when using the rooms.
- Exits must remain unlocked and a clear path for egress provided.
- Groups must maintain a respectable noise level that does not hinder library use for others.

#### *Clean-up expectations*

- Wipe down tables and chairs, and vacuum, if needed
- Restore room to its original configuration
- Return tables and chairs to racks and storage, if applicable
- Remove any waste generated from the meeting and dispose of it in the outside dumpster

### **Promotional Materials**

Promotional material for meetings occurring in the library's public rooms may list the library as a location.

- Promotional materials cannot imply the library's participation or endorsement of an event without written permission from the library director or their appointee.
- The library logo may not be used by any organization without written permission from the library director or their appointee.

### **Reservations**

Organizations may reserve the meeting rooms in advance by completing the reservation form (see [appendix](#) or view on the library's [website](#)) and submitting it.

#### **Reservation Guidelines**

- Applicants must be:
  - 18 years or older
  - Willing to accept financial responsibility for any damage or cleaning fees
- Reservations may be made up to 90 days in advance.
- Applications will be processed in the order in which they are received.

- Organizations may use a room no more than once a month and for no more than three consecutive hours. Library partners may use the room two times per month.
  - Organizations may apply for an exception (see [Appendix](#)), which will be considered in the order they are received.
- The library has five business days from receipt of the reservation form to contact the group or organization.
  - Once contacted, organizations have five business days to complete the reservation process including payment of fees.
  - Failure to respond will result in the cancellation of the reservation.
- Study groups and other informal groups consisting of three or more people may use the Maynard Conference Room without a reservation, depending on availability, on a first-come, first-served basis.
- Groups/organizations may not assign their reservations to other groups.

### **Reservation Cancellation**

- Notice of cancellation should occur as soon as possible.
- Fees are refundable if cancellation occurs 72 hours before reservation time.
- A group/organization is considered a no-show after 30 minutes, and the reservation will be forfeited.

### **Exceptions and Accommodations**

Exceptions/Accommodations to the Public Room Policy will be at the discretion of the Library Director or a Library Supervisor. Exceptions/Accommodations will be designed to increase the accessibility of the library but will not negatively impact other users' library experience.

### **Reevaluation of Public Room Policy**

The Bastrop Public Library Public Room Policy is reviewed every three years so that it adequately reflects changes in the library's goals and community's needs. Notwithstanding the foregoing, the City of Bastrop may amend the policy at any time as appropriate. The staff may bring forward issues and recommendations for the Director's consideration as part of the amendment process for the policy.

## **Appendix**

- American Library Association's [Bill of Rights](#)
- Meeting Rooms: [An Interpretation of the Library Bill of Rights](#)
- Bastrop Public Library Fee Schedule:
  - [https://library.municode.com/tx/bastrop/codes/code\\_of\\_ordinances?nodeId=APX\\_AFESC\\_SA1.12LI](https://library.municode.com/tx/bastrop/codes/code_of_ordinances?nodeId=APX_AFESC_SA1.12LI)
- Definitions: page 6
- Public Room Reservation Application: page 7
- Public Room Reservation Reconsideration Application: page 8

DRAFT

## Definitions

The following definitions outline the intent of words or phrases used in the Bastrop Public Library's Public Room Policy.

### Community Group

#### Does

- Support the library's mission
- Consists of individuals from Bastrop County
- Consists of three or more individuals
- Gather for education and community building around a shared interest

#### Does Not

- Profit either directly or indirectly through meeting at the library.
- Have a nonprofit status

### Library Partner

Groups/organizations who participate in a mutually beneficial collaboration with the library through a written/verbal agreement. Partner contributions provide and/or promote activities, services, events, and/or programs for the public in ways that support the library's mission.

Library Board Approval: 03-10-2025

Legal Review: 03-24-2025

City Council Approval:



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# Room Reservation Application

## Organization Information

Organization name: \_\_\_\_\_

Email address: \_\_\_\_\_

Primary contact: \_\_\_\_\_ Phone number: \_\_\_\_\_

Secondary contact: \_\_\_\_\_ Phone number: \_\_\_\_\_

## Meeting Information:

Date: \_\_\_\_\_ Start time: \_\_\_\_\_ Event start time: \_\_\_\_\_ End time: \_\_\_\_\_

Room: ☐ Maynard Conference ☐ Pressley Meeting

Purpose of meeting (2-3 sentences) : \_\_\_\_\_

\_\_\_\_\_

Is this meeting open to the public? ☐ Yes ☐ No

*By signing this application, I confirm the following statements:*

- I hereby apply for the use of the Lina S. Pressley Meeting Room or Billy and Clara Maynard Conference Room of the Bastrop Public Library
- My organization and I agree to follow all of the rules and procedures listed in the Bastrop Public Library's Public Room Policy.
- I understand that I am assuming financial responsibility for any damage, losses, or clean-up expenses that may result from the use of library facilities.

Signature: \_\_\_\_\_ Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

## Staff Information:

Approved: ☐ Yes ☐ No

Received initials: \_\_\_\_\_

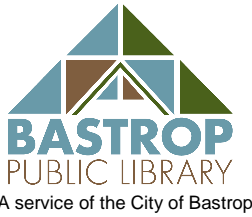
Partner: ☐ Yes ☐ No

Rental fee: \_\_\_\_\_

If no, state reason: \_\_\_\_\_

Library director or acting agent name: \_\_\_\_\_ Date: \_\_\_\_\_

Library director or acting agent signature: \_\_\_\_\_



# Room Reservation Exception Application

**Organization Information**      Date/time of meeting: \_\_\_\_\_

Organization name: \_\_\_\_\_

Primary contact: \_\_\_\_\_ Phone number: \_\_\_\_\_

Select the exception to the Public Room Policy that you are applying for:

- ☐ Request to meet multiple times a month
- ☐ Request to meet longer than three hours
- ☐ Request to book more than one room at a time
- ☐ Request re-occurrence: \_\_\_\_\_
- ☐ Other: \_\_\_\_\_

Reason: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name (printed): \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*To keep public rooms available, decisions on exceptions may not be made until 2 weeks before the requested meeting date.*

## Staff Information:

Approved:      ☐ Yes      ☐ No

Partner:      ☐ Yes      ☐ No

Previous exceptions: \_\_\_\_\_

\_\_\_\_\_

If no, state reason: \_\_\_\_\_

\_\_\_\_\_

Library Director or acting agent: \_\_\_\_\_ Date: \_\_\_\_\_

Library Director or acting agent signature: \_\_\_\_\_



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# Public Room Policy

Bring awareness of services, expand the library's reach, develop relationships to provide personal connections, create a welcoming destination

## Purpose of the Public Room Policy

The Public Room Policy defines the time, place, and manner of use of the public rooms, including restrictions (Bastrop Public Library Meeting Room / Conference Room Policy 2015 [MCP 2015], Page 1, Note 1). This policy does not pertain to the content of a meeting or to the beliefs or affiliations of the meeting sponsors.

## Public Room Policy Goals

- Convey the priorities of the use of the public rooms.
- Ensure organizations understand the rules and expectations surrounding the use of the public rooms.
- Provide the manner in which public rooms may be reserved by organizations.

## Principles and Objectives

- The public rooms at the Bastrop Public Library are designed to meet general informational, educational, cultural, and civic needs (MCP 2015, Page 1, Note 6).
- The Bastrop Public Library supports "equal and equitable access to all library resources and services by users of all ages," as outlined by the American Library Association's Bill of Rights.
- The library serves as a public forum as outlined by the American Library Association in "Meeting Rooms: An Interpretation of the Library Bill of Rights."

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- Online at [www.bastroplibrary.org](http://www.bastroplibrary.org)
- Via mailing address:  
Bastrop Public Library  
P.O. Box 670  
Bastrop, TX, 78602 (MCP 2015, Page 3, Note 30)

*At the Bastrop Public Library, service will not be denied or abridged because of religious, racial, social, economic, or political status; or because of mental, emotional, or physical condition, age, gender identity, or sexual orientation (MCP 2015, Page 1, Note 13).*

## General Information:

The Bastrop Public Library has two public rooms, the Pressley Meeting Room and the Maynard Conference Room, **which may be reserved for use by organizations and community groups** (MCP 2015, Page 1, Note 7). The rooms are available when not in use by the library, City of Bastrop, government entities, or library partners.

**Use of the library's meeting rooms by participants does not constitute library or City of Bastrop endorsement of materials (written, audio, etc.), opinions, or viewpoints of the organizer or the attendees** (MCP 2015, Page 1, Note 11).

**The library director or their appointee is responsible for implementing this policy and maintaining reservations** (MCP 2015, Page 1, Note 2).

## Pressley Meeting Room

- **Occupancy – 100 without tables or 50 with tables** (MCP 2015, Page 3, Note 36)
- Equipment – mobile tables, mobile chairs, podium, projector, and a projection screen.
- **May be used outside of library open hours at the discretion of library staff** (MCP 2015, Page 2, Note 16).

## Maynard Conference Room

- **Occupancy – 10** (MCP 2015, Page 3, Note 36)
- Equipment – The room is set up with one large conference table and 10 chairs. A projector can be moved into the room.
- **Only available when the library is open** (MCP 2015, Page 2, Note 16).

## Public Room Fees

	<b>Pressley Meeting Room</b>	<b>Maynard Conference Room</b>
Nonprofit meetings open to the public	No charge	No charge
Community groups or library partners (See Appendix)	No charge	No charge
<b>Commercial, political organizations, or private meetings*</b>	<b>\$50.00 - first two hours* \$20.00 - each additional hour*</b>	<b>\$25.00 - first two hours* \$10.00 - each additional hour*</b>

\*(MCP 2015, Page 1, Note 9)

**Nonprofit organizations may be asked to present their 501(c)(3) documentation to verify their status** (MCP 2015, Page 1, Note 10).

**Government entities are not subject to the fees listed above** (MCP 2015, Page 1, Note 8).

Public room fees will not be prorated. Minimum two-hour reservation.

## Public Meeting Room Guidelines:

Meeting rooms are provided as a service to the public. The following guidelines are established in order to ensure the continuation of this service:

- **The City of Bastrop and the Bastrop Public Library reserve the right to preempt any other scheduled event** (MCP 2015, Page 2, Note 17).
- Sales of any kind are not permitted.



- Fees may not be charged for activities held in the rooms.
- Rooms are only available for organizational meetings and community gatherings and may not be used for social purposes including but not limited to birthday parties, reunions, showers, religious services, etc. (MCP 2015, Pages 1-2, Notes 14-15).
- Library staff retain the right to attend or observe any meeting/event to ensure compliance with library policies.
- Permission to use the meeting rooms can be denied to organizations for the following:
  - Previous damage to the building or its furnishings
  - Prior failure to leave the rooms in clean, orderly, and/or secure conditions
  - Creating a disturbance that hinders access or use of the library
  - Failure to comply with library policies (MCP 2015, Page 4, Note 39)
- The signee of the Room Reservation Application is ultimately responsible for ensuring the rooms are used appropriately and will be responsible for reimbursing the library for all damage, outside of normal wear and tear (MCP 2015, Page 4, Note 38).

## Use of the Room

### *During the meeting*

- All organizations/users are expected to follow all library policies, city ordinances, and state laws when using the rooms (MCP 2015, Page 2, Note 18)
- Exits must remain unlocked and a clear path for egress provided (MCP 2015, Page 3, Note 34)
- Groups must maintain a respectable noise level that does not hinder library use for others.

### *Clean-up expectations*

- Wipe down tables and chairs, and vacuum, if needed (MCP 2015, Page 3, Note 32)
- Restore room to its original configuration (MCP 2015, Page 3, Note 33)
- Return tables and chairs to racks and storage, if applicable (MCP 2015, Page 3, Note 31)
- Remove any waste generated from the meeting and dispose of it in the outside dumpster (MCP 2015, Page 3, Note 37)

## Promotional Materials

Promotional material for meetings occurring in the library's public rooms may list the library as a location (MCP 2015, Page 1, Note 12).

- Promotional materials cannot imply the library's participation or endorsement of an event without written permission from the library director or their appointee (MCP 2015; Pages 1, 3; Notes 12, 35).
- The library logo may not be used by any organization without written permission from the library director or their appointee (MCP 2015, Page 1, Note 12).

## Reservations

Organizations may reserve the meeting rooms in advance by completing the reservation form (see [appendix](#) or view on the library's [website](#)) and submitting it (MCP 2015, Page 2, Note 19).

### Reservation Guidelines

- Applicants must be:
  - 18 years or older

- Willing to accept financial responsibility for any damage or cleaning fees
- Reservations may be made up to 90 days in advance (MCP 2015, Page 2, Note 22).
- Applications will be processed in the order in which they are received (MCP 2015, Page 2, Note 20).
- Organizations may use a room no more than once a month and for no more than three consecutive hours. Library partners may use the room two times per month (MCP 2015, Page 2, Note 23).
  - Organizations may apply for an exception (see [Appendix](#)), which will be considered in the order they are received (MCP 2015, Page 2, Note 24).
- The library has five business days from receipt of the reservation form to contact the group or organization
  - Once contacted, organizations have five business days to complete the reservation process.
  - Failure to respond will result in the cancellation of the reservation (MCP 2015, Page 2, Note 21).
- Study groups and other informal groups consisting of three or more people may use the Maynard Conference Room without a reservation, depending on availability, on a first-come, first-served basis.
- Groups/organizations may not assign their reservations to other groups (MCP 2015, Page 2, Note 27).

### **Reservation Cancellation**

- Notice of cancellation should occur as soon as possible (MCP 2015, Page 2, Note 25).
- Fees are refundable if cancellation occurs 72 hours before reservation time (MCP 2015, Page 3, Note 29).
- A group/organization is considered a no-show after 30 minutes, and the reservation will be forfeited (MCP 2015, Page 2, Note 26).

### **Exceptions and Accommodations**

Exceptions/Accommodations to the Public Room Policy will be at the discretion of the Library Director or a Library Supervisor. Exceptions/Accommodations will be designed to increase the accessibility of the library but will not negatively impact other users' library experience (MCP 2015, Page 1, Note 3).

### **Reevaluation of Public Room Policy**

The Bastrop Public Library Public Room Policy is reviewed every three years so that it adequately reflects changes in the library's goals and community's needs. Notwithstanding the foregoing, the City of Bastrop may amend the policy at any time as appropriate. The staff may bring forward issues and recommendations for the Director's consideration as part of the amendment process for the policy (MCP 2015, Page 1, Note 4).

## Appendix

- American Library Association's [Bill of Rights](#)
- Meeting Rooms: [An Interpretation of the Library Bill of Rights](#)
- Bastrop Public Library Fee Schedule:
  - [https://library.municode.com/tx/bastrop/codes/code\\_of\\_ordinances?nodeId=APX\\_AFESC\\_SA1.12LI](https://library.municode.com/tx/bastrop/codes/code_of_ordinances?nodeId=APX_AFESC_SA1.12LI)
- Definitions: page 6
- Public Room Reservation Application: page 7
- Public Room Reservation Reconsideration Application: page 8

## Definitions

The following definitions outline the intent of words or phrases used in the Bastrop Public Library's Public Room Policy.

### Community Group

#### Does

- Support the library's mission
- Consists of individuals from Bastrop County
- Consists of three or more individuals
- Gather for education and community building around a shared interest

#### Does Not

- Profit either directly or indirectly through meeting at the library.
- Have a nonprofit status

### Library Partner

Groups/organizations who participate in a mutually beneficial collaboration with the library through a written/verbal agreement. Partner contributions provide and/or promote activities, services, events, and/or programs for the public in ways that support the library's mission.



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# Room Reservation Application

## Organization Information

Organization name: \_\_\_\_\_

Email address: \_\_\_\_\_

Primary contact: \_\_\_\_\_ Phone number: \_\_\_\_\_

Secondary contact: \_\_\_\_\_ Phone number: \_\_\_\_\_

## Meeting Information:

Date: \_\_\_\_\_ Start time\*\*: \_\_\_\_\_ Event start time\*\*: \_\_\_\_\_ End time\*\*: \_\_\_\_\_

Room: ☐ Maynard Conference ☐ Pressley Meeting

Purpose of meeting (2-3 sentences) : \_\_\_\_\_

Is this meeting open to the public? ☐ Yes ☐ No

*By signing this application, I confirm the following statements:*

- I hereby apply for the use of the Lina S. Pressley Meeting Room or Billy and Clara Maynard Conference Room of the Bastrop Public Library
- My organization and I agree to follow all of the rules and procedures listed in the Bastrop Public Library's Public Room Policy (MCP 2015, Page 1, Note 5).
- I understand that I am assuming financial responsibility for any damage, losses, or clean-up expenses that may result from the use of library facilities (MCP 2015, Page 4, Note 38).

Signature: \_\_\_\_\_ Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

## Staff Information:

Approved: ☐ Yes ☐ No

Received initials: \_\_\_\_\_

Partner: ☐ Yes ☐ No

Rental fee: \_\_\_\_\_

If no, state reason: \_\_\_\_\_

Library director or acting agent name: \_\_\_\_\_ Date: \_\_\_\_\_

Library director or acting agent signature: \_\_\_\_\_

\*\*(MCP 2015, Page 2, Note 28)



# Room Reservation Exception Application

**Organization Information**      Date/time of meeting: \_\_\_\_\_

Organization name: \_\_\_\_\_

Primary contact: \_\_\_\_\_ Phone number: \_\_\_\_\_

Select the exception to the Public Room Policy that you are applying for:

- ☐ Request to meet multiple times a month
- ☐ Request to meet longer than three hours
- ☐ Request to book more than one room at a time
- ☐ Request re-occurrence: \_\_\_\_\_
- ☐ Other: \_\_\_\_\_

Reason: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name (printed): \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*To keep public rooms available, decisions on exceptions may not be made until 2 weeks before the requested meeting date.*

## Staff Information:

Approved:      ☐ Yes      ☐ No

Partner:      ☐ Yes      ☐ No

Previous exceptions: \_\_\_\_\_

\_\_\_\_\_  
If no, state reason: \_\_\_\_\_  
\_\_\_\_\_

Library Director or acting agent: \_\_\_\_\_ Date: \_\_\_\_\_

Library Director or acting agent signature: \_\_\_\_\_

## BASTROP PUBLIC LIBRARY MEETING ROOM / CONFERENCE ROOM POLICY

The Bastrop Public Library encourages public use of its meeting facilities in keeping with the Library's overall mission to provide general and unrestricted access to informational, educational, cultural and recreational library materials and services in a clean, comfortable, secure environment for people of all ages.

The Meeting Room / Conference Room (meeting rooms) Policy establishes general guidelines and procedures for the use of the Library's meeting rooms (Note 1). The Library Director or his appointee is responsible for implementing this Policy and for maintaining reservation lists (Note 2). While these guidelines and procedures are intended to be comprehensive, other guidelines and rules may be identified and enforced, on a case-by\* case basis, as the Library Director deems necessary under specific circumstances, as they may arise (Note 3). The City of Bastrop reserves the right to revise this Policy, as it deems necessary from time to time (Note 4).

Use of library meeting rooms by any group signifies acceptance of the terms of this policy (Note 5).

### **I. General Guidelines**

1. Meeting rooms at the Bastrop Public Library are designed to meet general informational, educational, cultural, and civic needs (Note 6) including activities such as discussion groups, panels, lectures, conferences, seminars, exhibits, displays, Storytimes, puppet shows, book signings and films.
2. To be eligible to use a meeting room you must belong to a club, organization, nonprofit or for-profit corporation or company (Note 7).
3. There is no charge for the library, City, County, Federal agencies, nonprofit organizations or clubs to use the meeting rooms (Note 8). For-profit organizations and companies will be charged a fee (Note 9).
4. The library reserves the right to require written verification of the official status of organizations reserving our rooms. Such verification may be in the form of a letter of determination from the IRS or the Texas Secretary of State (Note 10).
5. Use of the Library's meeting rooms by participants does not constitute Library or City of Bastrop endorsement of materials (written, audio, etc.), opinions, or viewpoints of attendees or participants (Note 11). Advertisements or announcements implying such endorsements are not permitted (Note 12).
6. The library does not discriminate on the basis of race, religion, ethnicity, gender, disability or age for the use of the meeting room (Note 13).
7. Meeting rooms may not be used for social gatherings such as wedding showers, birthday parties, dances, family reunions, etc (Note 14).

8. Meeting rooms may not be used for religious services (Note 15) or political campaigns (religious study groups and political forums that are sponsored by eligible clubs, or organizations and non-profit corporations are permitted).
9. All meeting rooms are closed on Sunday, official Bastrop City holidays and other designated dates (Note 16).
10. City or Library needs may preempt any other scheduled event (Note 17).
11. Conference rooms can only be reserved during normal library operating hours per the "Reservation" procedure noted below.
12. Smoking, tobacco products, alcoholic beverages or illegal drugs are not allowed (Note 18).
13. When checking out an after-hours key it must be hand delivered to library staff the following day. Do not place key in book drop\* If key is lost, cost of replacement key will be the responsibility of the organization or person checking it out and may be deducted from the security deposit.

## II. Reservations

Reservation forms to utilize a meeting room or conference room are available by telephone, in writing, in person or online (Note 19). Requests to use a conference or meeting room will be honored on a first-come, first served basis (Note 20). A completed reservation form must be submitted in person and be on file a minimum of 72 hours prior to the meeting and all fees and deposits must be paid by this time.

1. When making a reservation, please clearly and completely fill-out a reservation form which you may obtain by telephone, online, in writing or at the library. Completed reservation forms must be submitted in person (Note 21).
2. Reservations are accepted up to six months in advance. Only one reservation can be submitted at a time (Note 22).
3. To provide an opportunity for all groups to use the meeting rooms, a group is limited to using the meeting room or conference room once a month, and the group may reserve only one meeting room for use at that time (Note 23). The Library Director must approve exceptions to this rule in advance (Note 24). Library or library related groups, or City of Bastrop employees may reserve a meeting room more than once a month.
4. Notice of cancellation should occur as soon as possible (Note 25). If a group fails to appear after 30 minutes its reservation is forfeited (Note 26).
5. Groups may not assign their reservations to other groups (Note 27).
6. A refundable \$100.00 deposit is required for use of the Presley Meeting Room or Maynard conference room.
7. The City of Bastrop is exempt from paying the \$100.00 deposit.
8. Non-profits must pay the deposit of \$100 at the same time the reservation form is submitted.
9. Reservations by for-profit corporations or companies must be paid in full at the time of registration. Payment includes the rental fees for the room and the deposit.
10. Reservations must include set-up and take-down time (Note 28).



11. Library personnel must receive notice of a cancellation minimum of 72 hours in advance to receive a full refund. Cancellations received less than 72 hours prior to the reserved event time will be refunded the deposit only.
12. No shows, or failure to notify library personnel regarding a cancellation, will cause the person or entity to forfeit the rental fees (Note 29).
13. Cancellation notification may be made by phone, email or in person (Note 30).

## 111. Care and Use of Facilities

1. All organizations, profit and nonprofit, and government agencies and their representatives/members are responsible for their own ~~set-up and~~ take down and cleaning of the meeting rooms (Note 31) (chairs and tables are available upon request but no setup or take-down or cleaning will be provided by the library). ~~All tables must be cleaned before returning to the rack~~ (Note 32).
2. Please leave meeting rooms as they are found. ~~If the furniture is rearranged, it should be returned to the original arrangement at the end of the meeting~~ (Note 33).
3. Furniture and/or equipment from the main area of the library may not be brought into the meeting rooms.
4. Walls and Sound boards are not to be used as bulletin boards. The use of push pins, straight pens, sticky note pad paper, tape or glue on wall or sound boards is strictly prohibited.
5. Personal furniture or equipment may be provided by a group with prior approval. Arrangements for the use of personal furniture or equipment should be made at the time reservations are made.
6. Equipment, supplies, or personal effects cannot be stored or left in Library rooms before or after use. The Library and City shall not be responsible for materials, equipment, supplies or the personal effects of those using the meeting rooms.
7. ~~Keep all exits unlocked at all times, Open aisles must be maintained within the seating arrangements to provide clear access to the exits~~ (Note 34).
8. Public entrances are to be used for entrance to and exit from the building, and for all deliveries.
9. ~~No announcements or notices to publicize an activity may be posted or distributed on library property without prior approval from the Library Director~~ (Note 35).
10. ~~Attendance at meetings will be limited to the capacity of the individual meeting rooms as listed at the end of this policy~~ (Note 36). Seating and/or supplementary furniture are not allowed in corridors outside the meeting rooms.
11. Simple refreshments including coffee, doughnuts, box or sack lunches, may be served in the Pressley Meeting room, but kitchen facilities or equipment will not be provided by the Library, No food allowed and beverages with twist tops only allowed in Maynard Conference room. **No red beverages allowed in the library.**
12. ~~All trash resulting from the serving of refreshments must be removed by the organization and thrown in the dumpster on the East side of the building~~ (Note 37).

13. The individual making the reservation, as well as the membership of the group as a whole, will be held responsible for any and all damages and losses that may occur as a result of the use of the facilities (Note 38).
14. User shall, upon demand, immediately reimburse the City for any damages caused by User, or User's employees, directors, officers, agents, representatives, affiliates, members, guests or invitees, to the leased premises, Library property or any other real or personal property owned or leased by the City, in the performance of this agreement. User's damage deposit shall be applied to the cost of the repair for any such damages, but said damage deposit shall in no way limit or restrict User's liability, or the City's legal remedies, for the full extent of such damages.
15. Permission to use Library meeting rooms may be withheld from groups failing to comply with the Meeting Room Policy and from any group that damages the room, carpet, equipment, or furniture or causes a disturbance (Note 39).
16. The Library Director, or his designee, shall have the authority to end meetings and/or clear/close meeting rooms, as he deems necessary, to protect the health, safety and welfare of individuals and property, and to maintain proper use of the Library facilities.

The City of Bastrop is committed to compliance with the American with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request.

Please address questions not covered within this policy to Library Administration, 512-332-8880.

#### Available Meeting Facilities and Capacities

Meeting room — 100 w/o tables — 50 w/ tables

Conference Room - 10

#### Pressley Meeting Room Fee Schedule

Nonprofit--\$0.00

For-Profit--\$ 100 per hour

#### Maynard Conference Room

Nonprofit--\$0.00

For-profit--\$50 per hour

Deposit for all individuals, groups, or entities whether, for profit or non-profit is \$100.00

Revised: 08/04/15

Library Board Approval: 12/7/15

City Council Approval:



# STAFF REPORT

**MEETING DATE:** June 24, 2025

**TITLE:**

Consider and act on Resolution No. R-2025-32, approving a construction contract with Emerson Construction Company, Inc. for a not-to-exceed amount of Two Million, Four Hundred Five Thousand, Seventy-Nine Dollars and Zero Cents (\$2,405,079.00) for the rehabilitation of Wastewater Treatment Plants No. 1 and No. 2, as attached in Exhibit A.

**AGENDA ITEM SUBMITTED BY:**

Curtis Hancock, Director of Water & Wastewater

**BACKGROUND/HISTORY:**

The City of Bastrop currently has three (3) wastewater treatment plants in operation. Plants 1 and 2 are located at 300 Water Street. Plant 1 (1988) is permitted for 1.04 MGD; Plant 2 (1975) is permitted for 0.360 MGD; and Plant 3, located at 384 SH 304, came online on May 7, 2024 and is permitted for 2.0 MGD. Plants 1 and 2 located at 300 Water Street need rehabilitation from years of operation. Grit and debris have accumulated in the aeration basin, causing the plant to lose treatment capacity.

The City solicited bids for the rehabilitation of WWTP 1 & 2 and held a bid opening on May 28, 2025. The City received two bids: one from Emerson Construction Company, Inc. in the amount of \$2,405,079.00; and the other from C.C. Carlton Industries, Ltd. in the amount of \$3,098,600.00. Both Emerson Construction and C.C. Carlton have very impressive work history, but Emerson Construction demonstrates more experience with rehabilitation projects and is the lowest responsible bidder.

An Engineer's Recommendation to Award Letter prepared by J. Perales & Associates, PLLC contains the bid tabulation and is attached in Exhibit B.

The project schedule is 365 days from Notice to Proceed. If approved by City Council, Notice to Proceed is intended for July 8, 2025, with a completion date of July 7, 2026.

**FISCAL IMPACT:**

\$2,292,380.00 will be funded by the American Rescue Plan Act (ARPA) grant.  
The remaining \$112,699.00 will be funded by the City's Wastewater CIP fund.

**RECOMMENDATION:**

Approve Resolution No. R-2025-32, awarding a construction contract to Emerson Construction Company, Inc. for the rehabilitation of Wastewater Treatment Plants No. 1 and No. 2, as attached in Exhibit A.

**ATTACHMENTS:**

- Resolution No. R-2025-32
- Exhibit A: DRAFT Construction Contract with Emerson Construction
- Exhibit B: Engineer's Recommendation to Award Letter

**RESOLUTION NO. R-2025-32**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING A CONSTRUCTION CONTRACT WITH EMERSON CONSTRUCTION COMPANY, INC. FOR A NOT-TO-EXCEED AMOUNT OF TWO MILLION, FOUR HUNDRED FIVE THOUSAND, SEVENTY-NINE DOLLARS AND ZERO CENTS (\$2,405,079.00) FOR THE REHABILITATION OF WASTEWATER TREATMENT PLANTS NO. 1 AND NO. 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.**

**WHEREAS,** the City Council of the City of Bastrop, Texas 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 of the City of Bastrop understands the importance of focusing on infrastructure improvements in the area of roadways, water, wastewater, stormwater conveyance; and

**WHEREAS,** the City of Bastrop has utilized J. Perales & Associates, PLLC for the provision of engineering services on the Wastewater Treatment Plant No. 1 and No. 2 Rehabilitation project; and

**WHEREAS,** J. Perales & Associates, PLLC has received all bid proposals and found the lowest responsible bidder, Emerson Construction Company, Inc., of Temple, Texas to be qualified; and

**WHEREAS,** J. Perales & Associates, PLLC has recommended the award of a construction contract to Emerson Construction Company, Inc., of Temple, Texas.

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

**Section 1:** That the City Council of the City of Bastrop, Texas has found J. Perales & Associates, PLLC to be a subject matter expert in the field of engineering.

**Section 2:** That the City Manager is hereby authorized to execute a construction contract with Emerson Construction Company, Inc. for a not-to-exceed amount of \$2,405,079.00, herein attached as Exhibit A;

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

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

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop, Texas this 24<sup>th</sup> day of June 2025.

**APPROVED:**

by: \_\_\_\_\_  
Ishmael Harris, Mayor

**ATTEST:**

\_\_\_\_\_  
Michael Muscarello, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney  
Denton Navarro Rocha Bernal & Zech, P.C.



**CONTRACT FOR CITY OF BASTROP  
WWTP NO. 1 AND NO. 2 REHABILITATION, 2025**

**AMERICAN RESCUE PLAN ACT (ARPA) PROGRAM  
CONSTRUCTION SERVICES CONTRACT**

**INTRODUCTION**

THIS CONSTRUCTION SERVICES CONTRACT ("Contract") is made and entered into this [Date], by and between the City of Bastrop, Texas, hereinafter referred to as the "Entity" and Emerson Construction Company, Inc., a licensed and insured Construction Contractor in the State of Texas, hereinafter referred to as the "Contractor." Entity and Contractor are sometimes each referred to as a "Party" and collectively "Parties."

The following recitals are incorporated in and made a part of this Contract.

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter "ARPA"); and

WHEREAS, on May 10, 2021, the U.S. Treasury issued the Interim Final Rule and on January 6, 2022, issued the Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations ("CFR"); and

WHEREAS, under ARPA Section 603 (c)(1)(A) and (3) and the Final Rule 31 CFR 35.6 recipients may use Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") to allocate funds for the provision of government services and/or make necessary investments in water, sewer, and broadband infrastructure; and

WHEREAS, the Entity has determined that it has the objective of providing these services to its residents; and

WHEREAS, the Entity has been awarded ARPA SLFRF funds by the U.S. Department of the Treasury ("Treasury") which have been distributed to the Entity from ARPA for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021 (the date ARPA became law) until December 31, 2024 (to be expended by December 31, 2026); and

WHEREAS, Entity has decided to use SLFRF for the City of Bastrop WWTP No. 1 and No. 2 Rehabilitation, 2025 Project (hereinafter "Project"); and

WHEREAS, the Entity desires to disburse funds to the Contractor to administer the Project and perform certain services in connection therewith as set forth in this Contract and in the Scope of Services attached hereto; and

WHEREAS, Contractor has represented to the Entity that it is duly qualified, eligible, and willing to provide the services identified herein and in the Scope of Services attached hereto.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein, and in consideration of funding in an amount not to exceed two million, four hundred and five thousand, seventy-nine dollars and zero cents (\$2,405,079.00) to be paid to the Contractor by Entity as herein below set forth, the Parties hereto do mutually agree as follows:

**SECTION 1.1 CONTACT INFORMATION & NOTICES**

For the purposes of this Contract, the Entity's Representative listed below will serve as the Local Program Liaison and primary point of contact for the Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate. The Contractor shall designate a Representative to act on Contractor's behalf with respect to the Project for all purposes, including (by way of example and not of limitation) execution of Change Orders and Applications for Payment. Contractor's Representative shall be responsible for the day-to-day management of the Work through Final Completion – and must be available as required for the benefit of the Project and Entity.

Any notice or communication required or permitted to be given under this Contract must be in writing and may be served via email or by depositing same with the United States Postal Service, addressed to the Entity/Contractor Representative for Project, postage prepaid and in registered or certified form, with return receipt required; by hand delivery by reputable courier; or by deposit with Federal Express or other reputable overnight courier for overnight delivery. The initial contact information of the parties, which one party may change by giving written notice to the other party, are as follows:

<b>Entity Name</b>	City of Bastrop, Texas	<b>Contractor Name</b>	Emerson Construction Co., Inc.
<b>Entity Address 1</b>	1311 Chestnut Street	<b>Contractor Address 1</b>	4502 Twin City Boulevard
<b>Entity Address 2</b>	Bastrop, TX 78602	<b>Contractor Address 2</b>	Temple, TX 76502
<b>Entity Representative for Project</b>		<b>Contractor Representative for Project</b>	
<b>Name</b>	Curtis Hancock	<b>Name</b>	Rhonda Nebgen
<b>Title</b>	Water & Wastewater Director	<b>Title</b>	Project Manager
<b>Phone</b>	(512)718-3185	<b>Phone</b>	(254)534-3112
<b>Email</b>	chancock@cityofbastrop.org	<b>Email</b>	rnebgen@eccinc.com
<b>Entity Billing Contact</b>		<b>Contractor Billing Contact</b>	
<b>Name</b>	Jimmie Campbell	<b>Name</b>	Denice Allison
<b>Title</b>	CIP Financial Analyst	<b>Title</b>	Treasurer
<b>Phone</b>	(512)332-8854	<b>Phone</b>	(254)760-6109
<b>Email</b>	jcampbell@cityofbastrop.org	<b>Email</b>	dallison@eccinc.com

**SECTION 1.2 PARTS INCORPORATED**

Parts Incorporated. In addition to the Exhibits identified below which are incorporated into this Contract, it is understood and agreed that additional terms of this Contract are to be performed in accordance with the proposal documents (scope of work, images, and specifications), submitted proposal response and related exhibits, affidavits, addendums, statutory requirements, and the ARPA Terms & Conditions.

Exhibits

Exhibit A1	Scope of Work
Exhibit A2	Payment & Pricing Schedule
Exhibit A3	Request for Payment
Exhibit B	ARPA Required Contract Provisions



Exhibit C	Prevailing Wage Decision
Exhibit D	Other Relevant Information/Special Conditions for Construction
Exhibit E	Insurance Certificate
Exhibit F	Bid, Performance, and Payment Bonds
Exhibit G	Eligibility Verification (SAM.gov)
Exhibit H	Certificate of Interested Parties (Form 1295)

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### SECTION 1.4 CONTRACT DOCUMENTS

By reference, the Contract Documents consist of:

- a. This Contract and all exhibits listed, contained, or referenced in this Contract.
- b. All Addenda issued before the Effective Date of this Contract;
- c. All Alternates accepted by the Entity before the Effective Date of this Contract;
- d. All Change Orders issued after the Effective Date of this Contract;
- e. The Drawings, Specifications, details, and other documents developed by Project Architect/Engineer to describe the Project and accepted by Entity; and
- f. The response submitted by Contractor in response to the RFP issued by Entity for this Project.

The Contract and Exhibit Documents form the entire and integrated Contract between Entity and Contractor, and supersede all prior negotiations, representations, or agreements, written or oral.

To the extent of any conflict between Contractor's Proposal and any other Contract Document, the Contract Documents shall govern.

If there is an irreconcilable difference between or among the various documents that make up the Contract Documents, the interpretation that provides for a higher quality of material and/or workmanship will prevail over all other interpretations.

#### 1.4.1 Term of Contract – Commencement of Work

Entity shall issue a Notice to Proceed (NTP) identifying the date for commencement of the Work. The commencement date shall be as specified in the NTP. Contractor shall achieve substantial completion of the Work within 365 calendar days

after the commencement date; as such completion date may be extended by approved Change Orders. THE FOR COMPLETION OF THE WORK IS AN ESSENTIAL ELEMENT OF THE CONTRACT.

Reasonably foreseeable adverse weather conditions will not constitute an Excusable Delay. For purposes of this Contract, "reasonably foreseeable adverse weather conditions" means weather conditions in keeping with the historical averages listed by the National Oceanic and Atmospheric Administration on its website, [www.noaa.gov](http://www.noaa.gov).

In any event, all of the services required and performed hereunder shall be completed no later than September 30, 2026.

#### 1.4.2 Schedule

Within ten (10) days of receiving the Notice to Proceed, Contractor shall submit for Entity review and acceptance, a critical path schedule.

#### 1.4.3 Pre-Existing Conditions

Contractor acknowledges that it has been provided access to the existing improvements and conditions on the Project site and that it has thoroughly investigated those conditions. Contractor's investigation was instrumental in preparing its bid to perform the Work. Contractor shall not make or be entitled to any adjustment to the Contract Time or the Contract Sum arising from Project conditions that the Contractor discovered or, in the exercise of reasonable care, should have discovered in Contractor's investigation.

#### 1.4.4 Liquidated Damages

Contractor and Entity agree that a breach of this Contract as to completion time will cause damage to the Entity, but further agree that such damage cannot be accurately measured. Therefore, the Parties agree that \$100.00 [MS1] shall be subtracted from the Contract amount for each and every calendar day that the Work or any portion of the Work remains uncompleted after the expiration of the time period specified in the Notice to Proceed, or as extended by a change order.

The foregoing provision as to liquidated damages constitutes an agreement by the Entity and the Contractor as to the minimum amount of damages the Entity will sustain in any event by reason of the Contractor's failure to complete the Work within the time specified in a Notice to Proceed, or as extended by a change order. The Entity may recover actual damages over and above the minimum amount that result from the Contractor's failure to begin the Work when ordered, carry it forward uninterruptedly after beginning, or complete it within the time specified and in strict accordance with the Plans and Specifications, Work Write-up (Estimated Cost of Repairs or ECR), or Task Order or change orders. The Entity shall have the right to deduct and withhold the amount of any and all damages, whether it be the minimum amount agreed upon or otherwise, from any monies owing the Contractor.

#### 1.4.5 Dispute Resolution

Disputes arising under the Contract shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration, or non-binding arbitration pursuant to industry standards, prior to being submitted to a court for adjudication. It is understood that the Entity shall have the right to request mediation if services being provided are deemed deficient in any way.

#### 1.4.6 Acquisition, Merger, Sale and/or Transfer of Business, etc.

It is understood by all parties that if, during the life of the Contract, the Contractor disposes of his/her business concern by acquisition, merger, sale, and or/transfer or by any means conveys his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new vendor will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Entity, who retains the right to reject the transfer of the contract.

#### 1.4.7 Termination of Contract For Cause

This Contract may be terminated by the Entity for cause, including any nonperformance by the Contractor; failure of the Contractor to fulfill in a timely and proper manner its obligations under this Contract; or violation of any of the covenants, agreements, or stipulations of the Contract, upon thirty (30) days' written notice to Contractor including a statement of the reasons, therefore. The determination of the Entity as to the cause of termination and the appropriateness thereof shall be final and binding upon both Entity and Contractor. Cause for termination shall include any material failure by Contractor to comply with any term of this Contract.

- a. In such event, all finished or unfinished services, documents, data, maps, studies, surveys, drawings, models, photographs, and reports prepared by the Contractor under this Contract shall, at the option of the Entity, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
- b. Notwithstanding the above, the Contractor shall not be relieved of liability to the Entity for damages sustained by the Entity by virtue of any breach of this Contract by the Contractor, and the Entity may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the Entity from the Contractor is determined.
- c. The Contractor agrees to indemnify and hold the Entity harmless from any liability to subcontractors or suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the Entity under this provision.
- d. In case of default by the Contractor, the Entity may procure the goods or services from other sources and hold the Contractor responsible for any excess cost.
- e. Continuation of the terms of the Contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Entity reserves the right to cancel the Contract.
- f. If this Contract is terminated for cause, excluding funding discontinuance or disapproval, Contractor shall have the right to attempt to cure its failure during the thirty (30) day period prior to termination to the satisfaction of the Entity at the Entity's sole discretion.

#### 1.4.8 Termination of Contract For Convenience of the Entity

The Entity may terminate this Contract at any time by giving at least thirty (30) days' notice in writing to the Contractor. If the Contractor is terminated by the Entity as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made. If this Contract is terminated due to the fault of the Contractor, Section above relative to termination shall apply.

#### 1.4.9 Post Expiration and Termination Procedures

Upon expiration or in the event of a prior termination, all remaining and unspent grant funds, shall immediately become the sole and separate property of the Entity and the Contractor shall perform all acts and execute all instruments necessary to transfer and assign such funds to the Entity. All finished or unfinished documents, data, studies, reports, and work products prepared by the Contractor under this Contract or with grant funds shall, at the option of the Entity, become Entity's property.

#### 1.4.10 Transitional Period

In the event services are terminated by contract expiration or by voluntary termination by either the Contractor or the Entity, the Contractor shall continue all terms and conditions of said Contract for a period not to exceed thirty (30) days at the Entity's request.

#### 1.4.11 Ownership of Material

The Entity shall retain all of its rights and interest in any and all documents and property, both hard copy and digital furnished by the Entity to the Contractor for the purpose of assisting the Contractor in the performance of this Contract. All such items shall be returned immediately to the Entity at the expiration or termination of the Contract or completion of any related services pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the Entity, be disclosed to others or used by the Contractor or permitted by the Contractor to be used by their parties at any time except in the performance of the resulting Contract. Ownership of all data, materials and documentation originated and prepared for the Entity pursuant to this Contract shall belong exclusively to the Entity. All data, reports, computerized information, programs, and materials related to this Project shall be delivered to and become the property of the Entity upon completion of the Project. The Contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the Entity.

### **SECTION 1.5 CONTRACT SUM AND PAYMENTS**

The Contractor shall be compensated per the schedule below. Payment to the Contractor shall be based on satisfactory completion of identified services and/or deliverables and payment/invoicing terms as stated in the proposal, or as mutually agreed upon and contained in this Contract. Payment is expressly contingent upon the availability of ARPA funding.

#### 1.5.1 Contract Sum

Entity shall pay Contractor for performance of its obligations under this Contract, including the Base Proposal and Additive Alternate Proposals, the sum of \$ 2,405,079.00, and make payment in accordance with the provisions of this Section.

#### 1.5.2 Payment & Pricing Schedule

A Payment & Pricing Schedule (see Exhibit A2) subdividing the Project into its respective parts, and which includes values for all items comprising the Project will serve as the basis for progress payments made to Contractor throughout the Project. The format and tracking of the original Payment & Pricing Schedule and all updates thereto will be subject to the approval of Entity and/or designated representative(s). At all times, the estimated cost of performing the uncompleted and unpaid portion of the Work (including Contractor's overhead and profit) shall not exceed the unpaid balance of the Contract Sum (less Retainage on Work previously completed).

#### 1.5.3 Contractor's Payment Obligations

Contractor shall promptly pay all bills for labor and material performed and furnished by others in connection with this Contract.

#### 1.5.4 Inspections and Payment for Construction Services

During the phase of construction services, the following activities apply:

- a. Payments will be made at milestones as established in the construction contract Payment Schedule. Generally, the Entity is anticipating pay milestones at 33% construction complete, 50% construction complete, 66% construction complete, and 100% (final) construction complete. In general, a progress inspection can be assumed complete if tasks pertaining to that corresponding percentage of the construction value have been completed in-place. Inspection will not be scheduled for incomplete or uninstalled work, or for work that requires a code inspection, and the code inspection has not been completed and approved by the Entity. Inspections are also performed to verify that construction is performed in accordance with approved plans and all applicable

construction codes, standards, and specifications. All components must be installed without visible workmanship and all municipal inspections and the engineer's inspection requirements applicable to the construction must be completed and approved. A ten percent (10%) retainage will be withheld on each payment that would be reimbursed.

- b. Firm shall submit an invoice upon completion of each milestone as described in the executed construction contract document. Deliverables will be considered complete only upon inspection and written acceptance by the Entity. Each invoice shall include deliverable(s) completed and the price for each. No charges may be billed unless such costs are explicitly included in the construction contract. **The final request for reimbursement must be received by City no later than September 30, 2026.** [MS2]
- c. The selected Firm(s) are eligible for Final payment once a Certificate of Occupancy is provided, and the construction passes the final inspection performed by the Entity. The final inspection is complete when all items on the scope of work has been completed, all mechanical systems are working properly, all interior and exterior electrical systems are working, all plumbing systems are working and draining, and all other systems or appurtenances installed or repaired as part of this scope are working or completed.
- d. Firm(s) are eligible for the retainage payment thirty (30) days after passing final inspection and completion of all punch list items. If determined necessary by the Entity, proof of payment to subcontractors may be requested.

#### 1.5.5 Request for Payment

As instructed, all payment requests must be submitted on an approved form of Request for Payment including required attachments. Notwithstanding the certification of Contractor's payment applications, the Entity or its Representative will independently review Contractor's payment applications and make a determination as to the amount properly payable to Contractor.

- a. Contractor shall submit all receipts, invoices with check vouchers or other evidence of payment, petty cash account information, payrolls, and any and all other evidence required by Entity or its designated Representative as it deems necessary to support the amount requested.
- b. Contractor shall include required attachments identifying payments to HUBs and to all Subcontractors. Payments to Subcontractors included in an Application for Payment will not exceed the percentage of Work allocable to such Subcontractors for each respective Schedule of Values classification which has been actually completed and will not exceed the total value of the subcontract amount.
- c. Contractor shall include Certified Payrolls and other required documents in support of Texas Prevailing Wage requirements or federal Davis-Bacon compliance.

#### 1.5.6 Offsets; Deductions; Withholding

- a. Entity is an agency of the State of Texas and materials and services utilized in the construction of the Project may be exempt from state and local taxes. Contractor is responsible for taking full advantage of all tax exemptions applicable to the Project. Entity will deduct from the Applications for Payment and from the request for Final Payment any taxes paid for materials or services that were entitled to tax exemption.
- b. Amounts assessed as liquidated damages per the above Section of this Contract and other amounts to which Entity is entitled by way of setoff or recovery, if any, shall be deducted from any amounts due Contractor.
- c. Notwithstanding any other contractual provision to the contrary, Entity may withhold any payment from Contractor to the extent reasonably required to protect Entity interests under any of the following circumstances: failure to perform work in accordance with Contract Documents; insufficient documentation in Application for

Payment; violations of Prevailing Wage/Davis-Bacon requirements; failure to pay Subcontractors, employees, hired laborers or materials suppliers; failure to obtain, renew or maintain insurance coverage as required in this Contract; failure to meet schedule requirements or other scenarios that causes the Entity, in good faith judgment, to determine that the remaining balance will not be sufficient to complete the Work in accordance with this Contract. The right to withhold payment is contingent on giving Contractor a minimum of seven (7) calendar days' written notice of specific defects or defaults and an opportunity to cure same, and on Contractor's failure to cure or to take diligent steps to cure within such seven (7) calendar days.

#### **1.5.7 Final Payment**

Contractor's request for Final Payment must not be made until all Work is completed, all requirements of the Contractor Documents have been satisfied, and Contractor delivers:

- a. A complete release of all liens arising out of the Work;
- b. Written consent of surety to release Final Payment; and
- c. An affidavit that, to the best of the Contractor's information or knowledge, the release includes and covers all materials and services over which Contractor has control and for which a lien could be filed, subject only to the Final Payment by Entity.

Alternatively, Contractor may furnish a bond satisfactory to Entity to indemnify Entity against any lien. If any lien remains unsatisfied after all payments are made, Contractor shall refund to Entity all money the Entity may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees, and Entity shall have all remedies at law and in equity.

Acceptance by Contractor (or Contractor's successors) of Final Payment under this Contract, will constitute a full and complete release of Entity from any and all claims, demands and causes of action whatsoever which Contractor or Contractor's successors have or may have against the Entity under the provisions of this Contract for payment for the Work except for those previously made in writing and identified by Contractor as unsettled at the time of the final request for payment.

## **SECTION 2. ENTITY RESPONSIBILITIES**

### **SECTION 2.1 GENERAL**

- a. Entity will cooperate in a timely manner in providing information to the other members of the Project Team regarding its requirements for the Project.
- b. Entity will provide the general schedule, setting the plan for milestone dates and completion of the Project.
- c. If the Entity has actual knowledge of any fault or defect in the Project or non-conformance with the Drawings and Specifications, the Entity shall give prompt written notice of such fault, defect, or non-conformance to Contractor.
- d. The Entity may designate one or more construction inspectors of its own who will be given access to the Work as requested or needed. The provision of such inspectors will not reduce or lessen in any respect Contractor's responsibilities for the Work.
- e. The Entity may furnish or obtain all legal, accounting, auditing, and insurance counseling services for itself as may be necessary for the Project.

**SECTION 3.1 GENERAL**

Contractor has overall responsibility for and shall furnish all materials, equipment, tools, and labor necessary and reasonably inferable to complete the Work, or any phase of the Work, in accordance with Entity's requirements and the terms of the Contract Documents, including the Drawings, Specifications, Addenda, details, and other documents prepared by Project Architect/Engineer and listed in the attached Exhibits. Implicit in Contractor's obligations is the provision of and payment for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, temporary facilities and other facilities and services necessary or reasonably inferable for proper execution and completion of the Project, whether temporary or permanent and whether or not incorporated or to be incorporated into the Project, and complete the Project in an expeditious and economical manner consistent with the interests of the Entity and in accordance with the schedule.

Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Entity nor shall Contractor be released from any liability by reason of such approval by Entity, it being understood that Entity at all times is ultimately relying upon Contractor's skill and knowledge in performing the services required hereunder.

**SECTION 3.2 PROJECT CONTROL**

Contractor shall supervise and direct the Work and shall be solely responsible for construction means, methods, techniques, sequences, and procedures for the Work. Contractor shall promptly correct any defective or non-conforming Work at Contractor's sole expense and without cost to Entity.

**SECTION 3.3 SUBCONTRACTORS**

Contractor shall award and enter into all Subcontracts necessary and appropriate to provide all labor and materials for the construction of the Project.

- a. Contractor shall monitor the Work of the Subcontractors as required and coordinate such Work with the activities and responsibilities of the Project Team with a goal to attain Substantial Completion not later than the date for Substantial Completion and at a cost not to exceed the Contract Sum.
- b. Contractor shall inspect the Work of Subcontractor to ensure conformance with the Contract Documents without assuming Project Architect's responsibilities.
- c. Upon request, Contractor shall provide Entity with complete, unaltered copies of all Subcontracts, and all amendments thereto.

**SECTION 3.4 PREVAILING WAGE/DAVIS-BACON**

The Contractor shall maintain strict enforcement of State of Texas Prevailing Wage laws OR Federal 2 CFR 200-Appendix II Davis-Bacon compliance.

**SECTION 3.5 HUB SUBCONTRACTING PLAN<sup>[CB3]</sup>**

Contractor shall comply with the requirements of the HUB Subcontracting Plan and submit with the solicitation and shall not make any changes to the HUB Subcontracting Plan without the Entity's written approval.

**SECTION 3.6 KEY TASKS**

- a. Management of all construction phases (specific to the construction scope of work) to include but not limited to site prep/grading, foundation (including all underground plumbing, electrical and gas line), demolition, lead paint/asbestos assessments and abatement, dry-in (framing, exterior doors, windows, roofing, weatherization and exterior siding/masonry), rough-in (plumbing, mechanical, electrical and gas), insulation, drywall, interior trim/doors, painting, carpet and flooring, cabinets and countertop, finish (electrical, plumbing, mechanical & gas),

hookup and punch list.

- b. Maintain a pool of general/subcontractors, Architectural or Engineering (A/E) Firms, and other trades adequate to complete construction adhering to Entity's requirements and time constraints identified in this document.
- c. Provide timely payments to sub-consultants, general/subcontractors, trades, etc.
- d. Obtain or ensure that all necessary permits to perform demolition and/or construction activities as required, and that Certificates of Compliance (as applicable) are issued and properly documented.
- e. Provide a warranty on all completed construction. At a minimum, 1-year warranty [MS4] for workmanship and materials and a 10-year warranty for structure, and appliance warranty from the manufacturer shall be provided.
- f. Perform periodic monitoring of construction during all construction phases. Contractor shall provide an assigned superintendent at each project site and notify the Entity of the assignment or reassignment of superintendent within forty-eight (48) hours. The Entity reserves the right to require a superintendent to be on-site during all construction and establish a maximum ratio of projects for each superintendent.
- g. Participate in progress inspections performed by the Entity inspectors (or assignees) to ensure compliance with construction requirements, applicable building codes, zoning requirements, plan specifications and minimum structural elevation per the Federal Emergency Management Agency's (FEMA) Elevation Certificate (if applicable).
- h. When applicable, provide wage rate documentation (or certified payrolls) on a weekly basis or as directed by Entity. Allow for access to the site to interview employees and provide photographs of required on-site (location TBD) signage per requirements of Texas Prevailing Wage/Federal Davis-Bacon compliance.
- i. Provide excellent customer service for others impacted during construction activities. Firm shall be responsive to requests and communicate on a regular basis with the Entity; coordinate relocation issues such as utility connects/disconnects, schedules, storage; and ensure that those impacted by construction are fully informed of the construction process.
- j. Provide and maintain all original and copies of supporting documentation to include but not limited to construction draws, liens, releases from vendors, subcontractors; and suppliers.
- k. Furnish progress reporting as determined or requested by the Entity.
- l. Coordinate with local governmental jurisdictions, homeowner associations, and other jurisdictions as appropriate to complete projects.
- m. Support and assist the Entity during state/federal monitoring or auditing activities, including providing financial information, reports, site visits, and other requests that may be required.

### SECTION 3.7 PRECONSTRUCTION SERVICES

During the phase of preconstruction services, the following activities are performed:

- a. Procure in advance or establish reliable supply chains for materials, equipment, supplies, and appurtenances with long lead items.
- b. Perform procurement of early trade work.
- c. Submit sample boards of materials (i.e., cabinets, carpet, hardware, paint, etc.) for review and approval of the



Entity.

- d. Prepare and maintain a detailed schedule.
- e. Work collaboratively with design team and review drawings for submittal to the Entity for final approval.

### **SECTION 3.8 CONSTRUCTION SERVICES**

During the phase of construction services, the following activities are performed:

- a. Contractor shall meet with assigned Entity contact (or assignee) to review selections of construction materials.
- b. Contractor will be responsible for coordinating with appropriate departments for shutoff and timely reconnection of all utilities. Contractor shall be responsible for managing all utility-related issues associated with demolition and/or construction.
- c. Contractor is responsible for demolition of damaged structure, if specified in the scope of work. All demolition activities and disposal of demolition/construction debris must follow applicable local, state, and federal guidelines, laws, and regulations.
- d. Contractor shall obtain or ensure that all necessary permits for demolition and construction are issued and properly documented, Certificates of Occupancy are issued and properly documented, and provide foundation location and as-built surveys to confirm that construction is compliant with elevation and setback building line requirements.
- e. Contractor shall provide construction services in accordance with Entity building codes and within the prescribed construction timelines and approved schedule.
- f. Contractor is responsible for performing Lead and Asbestos assessment and abatement activities as included in the project scope of work. All work must be properly documented, and proper clearances obtained prior to re-occupation of the building.
- g. Contractor shall provide administrative, management, and related services to coordinate scheduled activities and responsibilities of their general contractors, subcontractors, and trades with each other to manage construction schedule. Contractor is allowed to self-perform construction and are responsible for coordinating and scheduling their own construction services.
- h. Contractor shall visit and thoroughly inspect the project sites and any structures or other manmade features to be modified.
- i. Contractor shall coordinate and manage the scope of work to be performed by their subcontractors through final acceptance, including punch-list work. Contractor shall be responsible for keeping the services on schedule and ensuring that the subcontractors furnish materials and perform work according to the approved scope of work and construction plans.
- j. Contractor shall have the authority over their general contractors/subcontractors to require prompt execution of the work and to give instructions to require corrective actions, whenever such action may be necessary in its opinion to ensure proper execution of the Contract Documents and/or to protect the interests of the Entity.
- k. As requested by the Entity, Contractor shall provide routine reports regarding quality control inspections to ensure progress and quality of construction, adherence to schedule, and conformance with applicable construction

- I. Contractor shall coordinate their trades, subcontractors, and other construction personnel to ensure that the quantity, quality, fitness, and progress of the work is in compliance with the Contract requirements. All work is subject to the final review of the Entity, or assignee. The Entity will not routinely require prior approval of these actions but reserves the right to review and approve at its sole discretion.

### **SECTION 3.9 SCHEDULING**

Contractor is solely responsible for completion of the Work in accordance with the Contract Documents on or before the date specified in the Schedule.

### **SECTION 3.10 MEETINGS**

Contractor shall attend Project progress meeting scheduled by Entity and/or its Representative no less often than once per month, but in any event as often as required for the proper coordination of the Project, and fully advise the Project Team at such meetings as to Project status. Contractor shall also schedule direct and attend regular Project Team meetings to discuss jointly such matters as procedures, progress, problems, and scheduling. Prior to each meeting, Contractor shall prepare and distribute to the other Project Team members a written agenda for the meeting. At each Project Team meeting, Contractor shall distribute a memorandum setting forth the list of critical activities that require immediate action and the date(s) by when the activity must be completed, and record and distribute the minutes of each meeting.

### **SECTION 3.11 CHANGES**

Contractor shall use Entity's forms for review and processing Change Proposals, Change Orders, and requests for information.

### **SECTION 3.12 DOCUMENTS, SHOP DRAWINGS AND SUBMISSIONS**

Project Architect shall be the interpreter of the design intent of the Construction Documents, subject to the terms and conditions of the agreement between Project Architect and Entity; provided, however, Contractor shall request such interpretations from Project Architect, from time to time, in order to facilitate Contractor's accomplishment of its duties under this Contract. In the event that the Contractor believes the interpretation of Project Architect is not reasonably inferable from the design documents and/or not in conformance with industry standards and said interpretation increases the cost and/or extends the construction schedule, then Contractor may request dispute resolution.

- a. In collaboration with the other members of the Project Team, establish and implement procedures for expediting the processing and Project Architect's approval of shop drawings and other submissions in accordance with the Project specifications.
- b. Receive from the Subcontractors and review all shop drawings and other submissions for conformance with the Contract Documents. Coordinate shop drawing and other submission with the Contract Documents and other related documents prior to transmitting them to other members of the Project Team.
- c. Maintain at the Project site and make available to Entity, updated records of all drawings, a current set of as-built Drawings and Specifications, examples, purchases, materials, equipment, maintenance and operating manuals and instructions, and other construction related documents, including all changes and revisions, a directory of personnel, Project correspondence, inspection procedures (prepared by the entities conducting inspections), testing laboratory procedures (prepared by the testing laboratories), contract changes, time extensions, progress payment data, Final Acceptance procedures, and instructions from Entity.
- d. Coordinate and facilitate the creation of record and as-built drawings, and the procurement of warranties and guarantees. Contractor shall maintain and deliver the documents describing all changes or deviations from the Construction Documents that occurred during construction and that reflect the actual "As Built" conditions of the

**SECTION 3.13 SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of specifications shall be made on the basis of this statement. The Contractor should request clarification from the Entity as specified in this document.

**SECTION 3.14 NON-CONFORMING WORK**

Entity may reject any defective or non-conforming Work on the Project of which Entity becomes aware and Contractor shall promptly correct any such defect at Contractor's own cost without increasing the Contract Sum. Upon discovering that any portion of the Work does not conform with Entity's design concept and/or requirements, including the Design Guidelines and Standard Specifications, due to an error or omission in any Construction Document materials prepared or furnished by or on behalf of Contractor, Contractor shall promptly correct such condition at no additional cost to Entity. If Contractor refuses or fails to correct (or improperly corrects) any such condition within a reasonable time after notice, Entity may cause the condition to be corrected and offset the cost of such correction against any monies owed to Contractor; provided, however, if no monies are owed Contractor at the time the condition is discovered or at the time the condition is corrected by Entity, Contractor shall promptly reimburse the City of Bastrop for all expenses incurred to correct the condition. Contractor shall warranty all corrective Work, whether performed by or through Contractor or by a third party retained by Entity in accordance with the immediately preceding sentence due to Contractor's refusal or failure to correct properly any non-conforming Work.

**SECTION 3.15 ENVIRONMENTAL, HEALTH, AND SAFETY**

Contractor's Safety Plan shall include recommendations and information to Entity and its Representative regarding the assignment of responsibilities for safety precautions and programs, temporary Project facilities and equipment, materials, and services for common use of the Subcontractors. Contractor shall verify that appropriate safety provisions are included in the Construction Documents. The existence of any Entity-controlled insurance programs will not operate to diminish or eliminate Contractor's responsibilities under this Contract. Entity agrees that Entity will not be providing any Subcontractors.

During the phase of construction services, the following activities are to be performed:

- a. The Firm shall have detailed procedures addressing environmental risks, safety hazards, and provide mitigation methods. The Firm shall identify and ensure that all Personal Protective Equipment (PPE) required for performing services is utilized.
- b. All health and safety complaints must be addressed immediately, and the Entity must be notified of the complaints and proposed resolutions within twenty-four (24) hours.
- c. Investigation, removal, and disposal of all hazardous materials shall be addressed in accordance with all applicable construction/environmental and any other federal, state, and local laws and regulations.
- d. All construction activities shall be performed in compliance with applicable Occupational Safety and Health Administration (OSHA) safety regulations and other applicable laws.

**SECTION 3.16 CERTIFICATION OF NO ASBESTOS CONTAINING MATERIALS OR WORK**

- a. Contractor shall provide a certification statement, included with each materials submittal, stating that no asbestos containing materials or work is included within the scope of the proposed submittal.
- b. Contractor's certification shall be delivered to Entity at Substantial Completion.

- c. Contractor shall take whatever measures it reasonably deems necessary to ensure that all employees and Subcontractors (including suppliers and fabricators), and their assigns, comply with the requirements of this section.
- d. Each Subcontractor shall provide a notarized statement that no Asbestos Containing Building Materials (ACBM) has been used, provided, or left on this Project with each of its/his/her invoice.
- e. Contractor shall provide to the extent deemed necessary for compliance by the State data sheets and/or labels as proof of compliance.

### **SECTION 3.17 RECORD KEEPING & RETENTION**

Contractor shall establish and maintain a numbering and tracking system for all Project records, including modifications thereto, requests for information, submittals, and supplementary instructions, and shall provide updated records at each update meeting and when requested. During the Construction Phase, Contractor shall submit detailed progress reports, as requested by Entity, that include a description of the Project status, a summary update of the Work by Construction Specifications Institute (CSI) division, photographs, updated and current schedules and logs, and any other information necessary to convey the progress of the Work.

### **SECTION 3.18 INDEMNIFICATION**

Contractor covenants and agrees to indemnify, hold harmless and defend, at its own sole expense, the Entity and its officers, agents, servants, and employees from and against any and all claims or suits for property loss or damage and/or personal injury, including death, to any and all persons, of whatsoever kind or character, whether real or asserted, arising out of or in connection with the execution, performance, attempted performance, or nonperformance of the services under this Contract and/or the operations, activities, and services of the activities described herein; and Contractor hereby assumes all liability and responsibility of the entity and its officers, agents, servants, and employees for any and all claims or suits for property loss or damage and/or personal injury, including death, to any and all persons, of whatsoever kinds or character, whether real or asserted, arising out of or in connection with the execution, performance, attempted performance, or nonperformance of the services or this Contract and/or the operations, activities, and services described herein. Contractor likewise covenants and agrees to and does hereby indemnify and hold harmless entity from and against any and all injury, damage, or destruction of property of entity, arising out of or in connection with all acts or omissions of Contractor, its officers, members, agents, employees, contractors, subcontractors, invitees, licensees, and project participants. Contractor agrees to and shall release Entity, its agents, employees, officers, and legal representatives from all liability for injury, death, damage, or loss to persons or property sustained in connection with or incidental to performance of the services under this Contract.

Contractor shall require all of its contractors and subcontractors to include in its contracts and subcontracts a release and indemnity in favor of the Entity in substantially the same form as above. The indemnity and liability release provided for above shall not apply to any liability resulting from the sole negligence or fault of the Entity, its officers, agents, employees or separate contractors, and in the event of joint and concurring negligence or fault of the Entity and Contractor, responsibility and indemnity, if any, shall be apportioned in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the entity under Texas law and without waiving any defenses of the parties under Texas law.

The provisions of this section are solely for the benefit of the parties and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity. This section survives termination or expiration of this Contract.

### **SECTION 3.19 INSURANCE & BONDING**

Contractor shall provide Insurance and Bid, Performance, and Payment Bonds as prescribed by Entity in the Solicitation documentation included here as **Exhibit E and Exhibit F.**

## SECTION 4. REQUIRED PROVISIONS

Item 11C.

The Contractor shall comply with the following items:

### SECTION 4.1 TERMS AND CONDITIONS

The Contractor agrees to comply with the requirements of Section 503 of the American Rescue Plan Act (ARPA), regulations adopted by Treasury pursuant to Section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Contractor also specifically agrees to comply with the ARPA Terms & Conditions attached to this Contract in

Exhibit B.

### SECTION 4.2 DEBARMENT AND SUSPENSION

Contractor has demonstrated non-debarment status in the System for Award Management. Should this status change – the contractor must notify the Entity immediately.

### SECTION 4.3 ASSURANCES OF COMPLIANCE WITH TITLE VI

The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract.

### SECTION 4.4 LOBBYING CERTIFICATION & DISCLOSURE<sup>(CB5)</sup>

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

### SECTION 4.5 ETHICS MATTERS

Contractor and its employees, agents, representatives, and subcontractors have read and understand the Entity's Conflict of Interest Policy, State of Texas Standards of Conduct and Conflict of Interest Provisions available at [Government Code Chapter 572: Personal Financial Disclosure, Standards of Conduct, and Conflict of Interest \(state.tx.us\)](#), and applicable state ethics laws and rules available. Neither Contractor nor its employees, agents, representatives, or subcontractors will assist or cause Entity employees to violate the Conflict of Interest policies, provisions described by State of Texas Standards of Conduct and Conflict of Interest Provisions, or applicable state ethics laws or rules.

### SECTION 4.6 MAINTENANCE AND ACCESS TO RECORDS

The Contractor shall maintain records and financial documents sufficient to evidence in compliance with Section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

The Treasury Office of Inspector General, the Government Accountability Office and the Texas Office of the State

Comptroller, or their authorized representatives, shall have the right of access to records (electronic and other) the Contractor in order to conduct audits or other investigations and all records shall be made available upon request. Records shall be maintained by the Contractor for a period of five (5) years after all funds have been expended or returned to the Treasury, whichever is later.

## **SECTION 5. MISCELLANEOUS PROVISIONS**

### **SECTION 5.1 GENERAL**

- a. This Contract shall be binding upon and ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Contract.
- b. In any case one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- c. If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- d. This Contract may be amended by mutual agreement of the parties hereto and a writing to be attached to be incorporated into this Contract.
- e. Licenses, Permits, Taxes, Fees, Laws, and Regulations
  - i. Contractor warrants that it will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for Contractor's performance of this Contract.
  - ii. Contractor will be responsible for the payment of all taxes, excises, fees, payroll deductions, employee benefits (if any), fines, penalties or other payments required by federal, state, or local law or regulation in connection with Contractor's performance of this Contract.
  - iii. Contractor will comply with and will be responsible for requiring its officers and employees to comply with all applicable federal, state, and local laws and regulations, and the rules and regulations of the Entity.

**SECTION 5.2 CAPACITY TO PERFORM**

By execution of this Contract, Contractor is certifying that they have the capacity to perform and complete the Scope of Work as provided.

**SECTION 5.3 LIMITATION OF LIABILITY**

Except for the obligation of Entity to pay Contractor certain fees, costs, and expenses to the extent expressly set forth in this Contract, the Entity shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Contract. Notwithstanding any obligation or liability of Entity to Contractor, no present or future partner or affiliate of the Entity or any agent, officer, director, or employee of the Entity or anyone claiming under the Entity, has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Contract.

**SECTION 5.4 ASSIGNMENT**

This Contract is a personal service contract for the services of Contractor, and neither Contractor's interest in this Contract (including, but not limited to Contractor's fees due hereunder), nor Contractor's duties hereunder may be assigned or delegated to a third party except as specifically set forth in this Contract.

**SECTION 5.5 GOVERNING LAW AND VENUE**

The Contractor agrees to comply with the requirements of Section 603 of the Act, regulations adopted by Treasury pursuant to Section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing.

Additionally, all applicable local government codes for the State of Texas also apply to this Contract. All equipment, supplies, and work furnished under this Contract shall comply with applicable laws, ordinances, and regulations. Contractor shall obtain and pay for such permits and inspections as are required for the legal performance of this work, unless otherwise specified. Contractor shall comply with all federal and state laws and Entity's Ordinances and Codes applicable to the Contractor's operation under this Contract. These Specifications and the Contract resulting here from shall be fully governed by the laws of the State of Texas and shall be fully performable in Bastrop, Texas, where venue for any proceeding arising hereunder will lie.

This Contract will be governed by the laws of the State of Texas without reference to its conflicts of law provisions. Venue for any suits arising from this Contract will be in a court of competent jurisdiction in Bastrop County, Texas.

**SECTION 5.6 WAIVERS**

No delay or omission by either Party in exercising any right or power accruing upon the non-compliance or failure of performance by the other Party of any provision of this Contract or the Contract Documents will impair any such right or power or be construed to be a waiver thereof. A waiver by either Party of any of the covenants, conditions, or agreements of this Contract or any of the Contract Documents to be performed by the other party will not be construed to be a waiver of any subsequent breach of this Contract or the Contract Documents or of any other covenant, condition or agreement contained in this Contract or the Contract Documents.

**SECTION 5.7 AMENDMENTS**

The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each Party.

**SECTION 5.8 BINDING**

The Contract shall be binding upon and inure to the benefit of the Parties to this Contract and their respective permitted assigns and successors.

**SECTION 5.9 APPOINTMENT**

Contractor shall act only upon instructions from the Entity's Designated Representative unless the Entity advises the Contractor otherwise in writing.

**SECTION 5.10 SEVERABILITY**

If any provision of this Contract is for any reason be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision of this Contract, and this Contract will be construed as if such invalid or unenforceable provision had not been included herein.

**SECTION 5.11 NEW LAWS**

Parties agree that if there is a change in any laws, rules, or regulations affecting the Project and enacted after the Effective Date of this Contract, the Parties will enter into good faith negotiations to renegotiate the affected terms of this Contract.

**IN WITNESSETH WHEREOF**, the parties have executed this Contract by causing the same to be signed on the day and year first above written.

BY: \_\_\_\_\_  
 (Local City/County Official)

\_\_\_\_\_  
 (Printed Name)

\_\_\_\_\_  
 (Title)

BY: \_\_\_\_\_  
 (Firm's/Contractor's Authorized Representative)

\_\_\_\_\_  
 (Printed Name)

\_\_\_\_\_  
 (Title)



**SECTION 6. EXHIBITS**

Exhibit A1	Scope of Work
Exhibit A2	Payment & Pricing Schedule
Exhibit A3	Request for Payment Form
Exhibit B	ARPA Required Provisions (ARPA Terms & Conditions)
Exhibit C	Prevailing Wage Decision
Exhibit D	Other Relevant Information/Special Conditions for Construction
Exhibit E	Insurance Certificate
Exhibit F	Bid, Performance, and Payment Bonds
Exhibit G	Eligibility Verification (SAM.gov)
Exhibit H	Certificate of Interested Parties (Form 1295)

## EXHIBIT A1 – PROJECT SCOPE OF WORK

The contract bid documents provide for a base bid with two additive alternates.

Under the Base Bid, the general scope work includes the following primary tasks:

1. Construct the plant flow diversion system, including plant yard piping modifications and piping modifications at the offsite Central Lift Station location
2. Activate the plant flow diversion system and de-activate WWTP No. 1 and No. 2.
3. Remove existing water and solids from the interior of WWTP No. 1.
4. Pressure wash the WWTP No. 1 tank interior and identify the scope of any necessary tank, support structure, or equipment repairs.
5. Complete authorized repairs.
6. Paint the WWTP No. 1 tank interior.
7. De-activate the plant flow diversion system and re-activate WWTP No. 1 and No. 2

Additive Alternate No. 1 will include removal of existing water and solids from the interior of WWTP No. 2.

Additive Alternate No. 2 will include pressure washing of the WWTP No. 2 tank interior.

The terms for payment for the contract are as follows:

**Payment Schedule:**

Payments will be made at milestones as established in the construction contract. Generally, the Entity is anticipating pay milestones at 33% construction complete, 50% construction complete, 66% construction complete, and 100% (final) construction complete. In general, a progress inspection can be assumed complete if tasks pertaining to that corresponding percentage of the construction value have been completed in-place. Inspection will not be scheduled for incomplete or uninstalled work, or for work that requires a code inspection, and the code inspection has not been completed and approved by the Entity. Inspections are also performed to verify that construction is performed in accordance with approved plans and all applicable construction codes, standards, and specifications. All components must be installed without visible flaws in workmanship and all municipal inspections and the engineer's inspection requirements applicable to the construction must be completed and approved. **A ten percent (10%) retainage will be withheld on each payment that would be reimbursed.**

**Pricing Schedule:**

Prices for all goods and/or services shall be all inclusive. The Entity is exempt from taxes.

**Pricing Scenario Options (Entity should select one or an alternate method to request pricing):**

1. **Cost Per Square Foot:** Contractor shall provide Cost Per Square Foot to complete the scope of services contained in Exhibit A – Scope of Work in accordance with the specifications contained in this document. Costs include all construction services, labor, materials, project management, profit, bonding, insurance, permitting, general conditions, profit, and other costs to provide a turnkey product.

**Cost Per Square Foot: NOT USED**

2. **Lump Sum Price:** Contractor shall provide a Lump Sum Price to complete the scope of services contained in Exhibit A – Scope of Work in accordance with the specifications contained in this document. Costs include all construction services, labor, materials, project management, profit, bonding, insurance, permitting, general conditions, profit, and other costs to provide a turnkey product.

**Lump Sum Price for Complete Scope of Work: NOT USED**

3. **Lump Sum Price:** Contractor shall provide a Lump Sum Price for each component of work as indicated below to complete the scope of services contained in Exhibit A – Scope of Work in accordance with the specifications contained in this document. Costs include all construction services, labor, materials, project management, profit, bonding, insurance, permitting, general conditions, profit, and other costs to provide a turnkey product.

**SEE ATTACHED**

**EXHIBIT A2 - PAYMENT & PRICING SCHEDULE**  
**CITY OF BASTROP WWTP No. 1 and No. 2 Rehabilitation, 2025**

BID ITEM DESCRIPTION	ESTIMATE D QUANTITY	UNIT OF MEASURE	UNIT PRICE BID	AMOUNT BID
<b>BASE BID</b>				
WWTP FLOW DIVERSION SYSTEM	1	LUMP SUM	310,050.00	\$ 310,050.00
DE-WATERING WWTP NO. 1	1	LUMP SUM	134,550.00	\$ 134,550.00
SOLIDS REMOVAL WWTP NO. 1	450	TONS	556.00	\$ 250,200.00
EMERGENCY TEMPORARY SUPPORT STRUCTURES WWTP No. 1	2	EACH	26,325.00	\$ 52,650.00
PRESSURE WASHING WWTP NO. 1	1	LUMP SUM	26,325.00	\$ 26,325.00
TANK WALL REPAIRS WWTP NO. 1	150	SQUARE FEET	369.00	\$ 55,350.00
TEMPORARY SUPPORT STRUCTURES WWTP NO. 1	2	EACH	32,175.00	\$ 64,350.00
REPLACE STRUCTURAL MEMBERS WWTP NO. 1	3,000	POUNDS	59.00	\$ 177,000.00
WELDED CONNECTIONS WWTP NO. 1	50	EACH	878.00	\$ 43,900.00
GRATING AND WALKWAY REPAIRS WWTP NO. 1	560	SQUARE FEET	117.00	\$ 65,520.00
WALKWAY HANDRAIL & GUARD REPAIRS WWTP No. 1	500	POUNDS	108.00	\$ 54,000.00
WELDED CONNECTION TO EXIST WALKWAY WWTP NO. 1	50	EACH	439.00	\$ 21,950.00
AIR DISTRIBUTION TRUNKLINE GASKET RR WWTP NO. 1	1	LUMP SUM	24,570.00	\$ 24,570.00
AIR DISTRIBUTION SYSTEM ENTIRE DROP REPL WWTP NO. 1	36	EACH	2,083.00	\$ 74,988.00
AERATION SYSTEM DIFFUSER HEAD ONLY WWTP NO. 1	238	EACH	211.00	\$ 50,218.00
PROCESS COMPONENT REPAIRS ALLOCATION WWTP NO. 1	1	LUMP SUM	\$ 60,000.00	\$ 60,000.00
PROCESS PIPING REPAIRS ALLOCATION WWTP NO. 1	1	LUMP SUM	\$ 30,000.00	\$ 30,000.00
PAINTING-WWTP NO. 1	1	LUMP SUM	709,313.00	\$ 709,313.00

TOTAL BASE BID

\$2,204,934.00

**EXHIBIT A2 - PAYMENT & PRICING SCHEDULE**  
**CITY OF BASTROP WWTP No. 1 and No. 2 Rehabilitation, 2025**

BID ITEM DESCRIPTION	ESTIMATE D QUANTITY	UNIT OF MEASURE	UNIT PRICE BID	AMOUNT BID
<b>ADDITIVE ALTERNATE NO. 1</b>				
DE-WATERING WWTP NO. 2	1	LUMP SUM	46,800.00	\$ 46,800.00
SOLIDS REMOVAL WWTP NO. 2	150	TONS	878.00	\$ 131,700.00

TOTAL ADDITIVE ALTERNATE NO. 1 \$ 178,500.00

TOTAL AMOUNT BID: BASE BID PLUS ADDITIVE ALTERNATE NO. 1 \$2,383,434.00

<b>ADDITIVE ALTERNATE NO. 2</b>				
PRESSURE WASHING WWTP NO. 2	1	LUMP SUM	21,645.00	\$ 21,645.00

TOTAL ADDITIVE ALTERNATE NO. 2 \$ 21,645.00

TOTAL AMOUNT BID:  
 BASE BID PLUS ADDITIVE ALTERNATE NO. 1 AND NO. 2 \$2,405,079.00

**Exhibit A3 – Request for Payment Form**

*Item 11C.*

<b>Project Name:</b>			
<b>Contractor Name:</b>			
<b>Date of Request:</b>			
<b>Contact Name:</b>			
<b>Contact Phone:</b>		<b>Contact Email:</b>	

Item for Payment	Description	Unit Cost or Percent Complete	# of Units	Total Amount
<b>TOTAL</b>				

<b>X</b>	<b>Attachments</b>

<b>Submitted By</b>	
<b>Name and Title</b>	
<b>Signature</b>	

**CERTIFICATION:** I certify that this Request for Payment contains costs associated with the provision of services in accordance with the terms of the contract. I also certify that all required documentary evidence has been submitted along with the Request for Payment as instructed, including any documentation associated with requirement to pay prevailing wages.

By signing this Request for Payment, I certify to the best of my knowledge and belief that information provided in this Request is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

**WARNING:** Section 1001 of Title 18 U.S. code makes it a criminal offense to make willful, false statements or misrepresentation of any material fact involving the use of or obtain federal funds.

## Exhibit B – ARPA Required Provisions

Item 11C.

2 CFR 200.327 Contract provisions. The Non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. The Non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, as applicable.

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	<b>2 CFR 200 Appendix II (A-L)</b>		
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by <a href="#">41 U.S.C. 1908</a> , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the Non-Federal entity including the manner by which it will be affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)	Contractor RFP/IFB Contractor RFQ Subrecipients
None	<p>Equal Employment Opportunity. Except as otherwise provided under <a href="#">41 CFR Part 60</a>, all contracts that meet the definition of "federally assisted construction contract" in <a href="#">41 CFR Part 60-1.3</a> must include the equal opportunity clause provided under <a href="#">41 CFR 60-1.4(b)</a>, in accordance with Executive Order 11246, "Equal Employment Opportunity" (<a href="#">30 FR 12319</a>, <a href="#">12935</a>, <a href="#">3 CFR Part, 1964-1965</a> Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at <a href="#">41 CFR part 60</a>, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation,</p>	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PRO TO S Item 11C.
	<p>gender identity, or national origin. Such action shall include, but not be limited to the following:</p> <p>Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p> <p>(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p> <p>(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.</p> <p>(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.</p> <p>(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.</p> <p>(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.</p> <p>(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:</p> <p>Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the</p>		



THRESHOLD	PROVISION	CITATION	PRO TO S
	<p>administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the recipient agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.</p>		<div>Item 11C.</div>
<p>&gt;\$10,000,000 for ARPA but State Provision Applies at any amount and/or</p> <p>&gt;\$2,000 for CDBG/Braided Funds Projects</p> <p>See TX Prevailing Wage Laws</p>	<p>Davis-Bacon Act, as amended (<a href="#">40 U.S.C. 3141-3148</a>). When required by Federal program legislation, all prime construction contracts in excess of \$10,000,00 awarded by Non-Federal entities must include a provision for compliance with the Davis-Bacon Act (<a href="#">40 U.S.C. 3141-3144</a>, and <a href="#">3146-3148</a>) as supplemented by Department of Labor regulations (<a href="#">29 CFR Part 5</a>, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The Non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p>	<p>2 CFR 200 APPENDIX II (D)</p>	<p>Contractor RFP/IFB</p> <p>Subrecipients</p>
<p>&gt;\$100,000</p>	<p>Contract Work Hours and Safety Standards Act (<a href="#">40 U.S.C. 3701-3708</a>). Where applicable, all contracts awarded by the Non-Federal entity in excess of \$100,000 that</p>	<p>2 CFR 200 APPENDIX II (E)</p>	<p>Contractor RFP/IFB</p>

THRESHOLD	PROVISION	CITATION	PRO TO S Item 11C.
	involve the employment of mechanics or laborers must include a provision for compliance with <a href="#">40 U.S.C. 3702</a> and <a href="#">3704</a> , as supplemented by Department of Labor regulations ( <a href="#">29 CFR Part 5</a> ). Under <a href="#">40 U.S.C. 3702</a> of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of <a href="#">40 U.S.C. 3704</a> are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.		Subrecipients
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the Non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with Non-Federal funds that takes place in connection with	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PRO TO S Item 11C.
	obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Non-Federal award.		
	<p>See 2 CFR §200.323- Procurement of Recovered Materials.</p> <p>Where applicable, in the performance of contract, pursuant to 2 CFR 200.323, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p> <p>To the extent that the scope of work or specifications in the contract requires the contractor to provide recovered materials the scope of work or specifications are modified to require that as follows.</p> <ul style="list-style-type: none"> <li>i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— <ul style="list-style-type: none"> <li>1. Competitively within a timeframe providing for compliance with the contract performance schedule;</li> <li>2. Meeting contract performance requirements; or</li> <li>3. At a reasonable price.</li> </ul> </li> <li>ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <a href="https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program">https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program</a>.</li> <li>iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the "Solid Waste Disposal Act."</li> </ul>	<p>2 CFR 200 APPENDIX II (J)</p>	<p>Contractor RFP/IFB Contractor RFQ Subrecipients</p>
	<p>See 2 CFR §200.216- Prohibition on certain telecommunications and video surveillance services or equipment</p> <p>(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:</p> <ul style="list-style-type: none"> <li>(1) Procure or obtain;</li> <li>(2) Extend or renew a contract to procure or obtain; or</li> <li>(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in <a href="#">Public Law 115-232</a>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).</li> </ul>	<p>2 CFR 200 APPENDIX II (K)</p>	<p>Contractor RFP/IFB Contractor RFQ Subrecipients</p>

THRESHOLD	PROVISION	CITATION	PRO TO S
	<p>(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).</p> <p>(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.</p> <p>(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.</p> <p>(b) In implementing the prohibition under <a href="#">Public Law 115-232</a>, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.</p> <p>(c) See <a href="#">Public Law 115-232</a>, section 889 for additional information.</p> <p>(d) See also <a href="#">§ 200.471</a>.</p>		<div>Item 11C.</div>
	<p>See 2 CFR §200.322- Domestic Preferences for Procurements.</p> <p>(a) As appropriate and to the extent consistent with law, the Non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.</p> <p>(b) For purposes of this section:</p> <p>(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p>(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p>	<p>2 CFR 200</p> <p>APPENDIX II (L)</p>	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p>
	Additional 2 CFR 200 references & Other Regulations		
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The Non-Federal entity must disclose in writing any potential conflict of	2 CFR 200.112	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p>

THRESHOLD	PROVISION	CITATION	PRO TO S Item 11C.
	interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.		Subrecipients
None	<p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The Non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <ol style="list-style-type: none"> <li>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</li> <li>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</li> <li>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</li> <li>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</li> <li>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</li> <li>(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.</li> </ol>	2 CFR 200.321	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p>
>\$10,000	<p>An NFE (Non-Federal Entity) that is a state agency or an agency of a political subdivision of a state, and the NFE's contractors must comply with Section 6002 of the Solid Waste Disposal Act.</p> <p>Applicable NFEs must include a contract provision requiring compliance with this requirement.</p> <p>This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than \$10,000.</p> <p>Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.</p>	2 CFR 200.323	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p>
None	<p>Financial records, supporting documents, statistical records, and all other Non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon Non-Federal entities. <b>All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.</b> The only exceptions are the following:</p> <p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving</p>	2 CFR 200.334	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> <p>Vendors</p>

THRESHOLD	PROVISION	CITATION	PRO TO S Item 11C.
	<p>the records have been resolved and final action taken. <b>All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.</b></p> <p>(b) When the Non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations.</p> <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Non-Federal entity All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. <b>All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.</b></p> <p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the Non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. <b>All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.</b></p> <p>(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation. <b>All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.</b></p>		
None	<p>The Federal awarding agency and the Non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the Non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.</p>	2 CFR 200.336	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p>

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None	CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153. The term “foreign terrorist organization” in this paragraph has the meaning assigned to such a term in Section 2252.151(2) of the Texas Government Code.	Texas Government Code 2252.152	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$100,000	<p>PROVISION REQUIRED IN CONTRACT.</p> <p>(a) This section applies only to a contract that:</p> <ul style="list-style-type: none"> <li>(1) is between a governmental entity and a company with 10 or more full-time employees; and</li> <li>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</li> </ul> <p>(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:</p> <ul style="list-style-type: none"> <li>(1) does not boycott Israel; and</li> <li>(2) will not boycott Israel during the term of the contract.</li> </ul>	Texas Government Code 2271	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
For Critical Infrastructure Projects	<p>PROHIBITION ON CONTRACTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE.</p> <p>PROHIBITED CONTRACTS.</p> <p>(a) A governmental entity may not enter into a contract or other agreement relating to critical infrastructure in this state with a company:</p> <ul style="list-style-type: none"> <li>(1) if, under the contract or other agreement, the company would be granted direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and</li> <li>(2) if the governmental entity knows that the company is: <ul style="list-style-type: none"> <li>(A) owned by or the majority of stock or other ownership interest of the company is held or controlled by: <ul style="list-style-type: none"> <li>(i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or</li> <li>(ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or</li> </ul> </li> <li>(B) headquartered in China, Iran, North Korea, Russia, or a designated country.</li> </ul> </li> </ul> <p>(b) The prohibition described by Subsection (a) applies regardless of whether:</p> <ul style="list-style-type: none"> <li>(1) the company’s or its parent company’s securities are publicly traded; or</li> <li>(2) the company or its parent company is listed on a public stock exchange as:</li> </ul>	Texas Government Code, Title 10, Subtitle F, Chapter 2274.0102	Subrecipients EC 6.1 Awardees

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	(A) a Chinese, Iranian, North Korean, or Russian company; or (B) a company of a designated country.		
None	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201	Contractor RFP/IFB Subrecipients
None	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.	Subrecipients
<b>ARPA Terms &amp; Conditions</b>			
ARPA Terms, Conditions, & Records	1. Use of Funds. a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipients may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	4. Maintenance of and Access to Records a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors



THRESHOLD	PROVISION	CITATION	PROVISIONS Item 11C. TO
	(electronic and otherwise) of Recipient in order to conduct audits or other investigations.  c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.		
ARPA Terms, Conditions, & Records	5. Pre-award Costs. Pre-award costs, as defined in 2 CFR § 200.458, may not be paid with funding from this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;  Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;  Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;  Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 CFR § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 CFR § 200.112.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;  Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	9. Compliance with Applicable Law and Regulations.  a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.  b. Federal regulations applicable to this award include, without limitation, the following:  i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;  Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

THRESHOLD	PROVISION	CITATION	PRO TO S
	<p>be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.</p> <p>ii. Universal Identifier and System for Award Management (SAM), 2 CFR Part 25, pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is hereby incorporated by reference.</p> <p>iii. Reporting Subaward and Executive Compensation Information, 2 CFR Part 170, pursuant to which the award term set forth in Appendix A to 2 CFR Part 170 is hereby incorporated by reference.</p> <p>iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury’s implementing regulation at 31 CFR Part 19.</p> <p>v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 CFR Part 200, Appendix XII to Part 200 is hereby incorporated by reference.</p> <p>vi. Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20. (Subrecipient Only)</p> <p>vii. New Restrictions on Lobbying, 31 CFR Part 21.</p> <p>viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.</p> <p>ix. Generally applicable federal environmental laws and regulations.</p> <p>c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:</p> <p>i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;</p> <p>ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;</p> <p>iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;</p> <p>iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and</p> <p>v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.</p>		<div>Item 11C.</div>

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ARPA Terms, Conditions, & Records	10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 CFR § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	14. Debts Owed the Federal Government. a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government. b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	15. Disclaimer. a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;	Subrecipients

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	<p>death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.</p> <p>b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.</p>	<p>Section 602(b), 603(b) and/or 603(c) as applicable</p>	<p>Item 11C.</p>
<p>ARPA Terms, Conditions, &amp; Records</p>	<p>16. Protections for Whistleblowers.</p> <p>a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.</p> <p>b. The list of persons and entities referenced in the paragraph above includes the following:</p> <ul style="list-style-type: none"> <li>i. A member of Congress or a representative of a committee of Congress;</li> <li>ii. An Inspector General;</li> <li>iii. The Government Accountability Office;</li> <li>iv. A Treasury employee responsible for contract or grant oversight or management;</li> <li>v. An authorized official of the Department of Justice or other law enforcement agency;</li> <li>vi. A court or grand jury; or</li> <li>vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.</li> </ul> <p>c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;</p> <p>Section 602(b), 603(b) and/or 603(c) as applicable</p>	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> <p>Vendors</p>
<p>ARPA Terms, Conditions, &amp; Records</p>	<p>17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;</p> <p>Section 602(b), 603(b) and/or 603(c) as applicable</p>	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> <p>Vendors</p>
<p>ARPA Terms, Conditions, &amp; Records</p>	<p>18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;</p> <p>Section 602(b), 603(b) and/or 603(c) as applicable</p>	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> <p>Vendors</p>



## EXHIBIT C

### PREVAILING WAGE DECISION

"General Decision Number: TX20250007 01/03/2025

Superseded General Decision Number: TX20240007

State: Texas

Construction Types: Heavy and Highway

Counties: Atascosa, Bandera, Bastrop, Bell, Bexar, Brazos, Burleson, Caldwell, Comal, Coryell, Guadalupe, Hays, Kendall, Lampasas, McLennan, Medina, Robertson, Travis, Williamson and Wilson Counties in Texas.

HEAVY (excluding tunnels and dams, not to be used for work on Sewage or Water Treatment Plants or Lift / Pump Stations in Bell, Coryell, McClellon and Williamson Counties) and HIGHWAY Construction Projects

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.</li> </ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at

<http://www.dol.gov/whd/govcontracts>.

Item 11C.

Modification Number	Publication Date
0	01/03/2025

SUTX2011-006 08/03/2011

Rates	Fringes
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CEMENT MASON/CONCRETE  
FINISHER (Paving and  
Structures).....\$ 12.56 \*\*

ELECTRICIAN.....\$ 26.35

FORM BUILDER/FORM SETTER  
Paving & Curb.....\$ 12.94 \*\*  
Structures.....\$ 12.87 \*\*

LABORER  
Asphalt Raker.....\$ 12.12 \*\*  
Flagger.....\$ 9.45 \*\*  
Laborer, Common.....\$ 10.50 \*\*  
Laborer, Utility.....\$ 12.27 \*\*  
Pipelayer.....\$ 12.79 \*\*  
Work Zone Barricade  
Servicer.....\$ 11.85 \*\*

PAINTER (Structures).....\$ 18.34

POWER EQUIPMENT OPERATOR:  
Agricultural Tractor.....\$ 12.69 \*\*  
Asphalt Distributor.....\$ 15.55 \*\*  
Asphalt Paving Machine.....\$ 14.36 \*\*  
Boom Truck.....\$ 18.36  
Broom or Sweeper.....\$ 11.04 \*\*  
Concrete Pavement  
Finishing Machine.....\$ 15.48 \*\*  
Crane, Hydraulic 80 tons  
or less.....\$ 18.36  
Crane, Lattice Boom 80  
tons or less.....\$ 15.87 \*\*  
Crane, Lattice Boom over  
80 tons.....\$ 19.38  
Crawler Tractor.....\$ 15.67 \*\*  
Directional Drilling  
Locator.....\$ 11.67 \*\*  
Directional Drilling  
Operator.....\$ 17.24 \*\*  
Excavator 50,000 lbs or  
Less.....\$ 12.88 \*\*  
Excavator over 50,000 lbs...\$ 17.71 \*\*  
Foundation Drill, Truck  
Mounted.....\$ 16.93 \*\*  
Front End Loader, 3 CY or  
Less.....\$ 13.04 \*\*  
Front End Loader, Over 3 CY.\$ 13.21 \*\*  
Loader/Backhoe.....\$ 14.12 \*\*  
Mechanic.....\$ 17.10 \*\*  
Milling Machine.....\$ 14.18 \*\*  
Motor Grader, Fine Grade....\$ 18.51  
Motor Grader, Rough.....\$ 14.63 \*\*  
Pavement Marking Machine....\$ 19.17  
Reclaimer/Pulverizer.....\$ 12.88 \*\*



Roller, Asphalt.....\$ 12.78 \*\*  
 Roller, Other.....\$ 10.50 \*\*  
 Scraper.....\$ 12.27 \*\*  
 Spreader Box.....\$ 14.04 \*\*  
 Trenching Machine, Heavy....\$ 18.48

Servicer.....\$ 14.51 \*\*

#### Steel Worker

Reinforcing.....\$ 14.00 \*\*  
 Structural.....\$ 19.29

#### TRAFFIC SIGNALIZATION:

##### Traffic Signal Installation

Traffic Signal/Light Pole  
 Worker.....\$ 16.00 \*\*

#### TRUCK DRIVER

Lowboy-Float.....\$ 15.66 \*\*  
 Off Road Hauler.....\$ 11.88 \*\*  
 Single Axle.....\$ 11.79 \*\*  
 Single or Tandem Axle Dump  
 Truck.....\$ 11.68 \*\*  
 Tandem Axle Tractor w/Semi  
 Trailer.....\$ 12.81 \*\*

WELDER.....\$ 15.97 \*\*

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 WELDERS - Receive rate prescribed for craft performing  
 operation to which welding is incidental.

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses

(29CFR 5.5 (a) (1) (iii)).

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The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

#### Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date,

6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

#### State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

#### WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to [davisbaconinfo@dol.gov](mailto:davisbaconinfo@dol.gov) or by mail to:

Branch of Wage Surveys  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to [BCWD-Office@dol.gov](mailto:BCWD-Office@dol.gov) or by mail to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to [dba.reconsideration@dol.gov](mailto:dba.reconsideration@dol.gov) or by mail to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210.

=====  
END OF GENERAL DECISION"

## EXHIBIT D

### OTHER RELEVANT INFORMATION/SPECIAL CONDITIONS FOR CONSTRUCTION

- ETHICS AND CONFLICT OF INTEREST ACKNOWLEDGEMENT
- DISCLOSURE OF LOBBYING ACTIVITIES SF-LLL  
CERTIFICATION
- RESIDENT BIDDER CERTIFICATION
- NON-COLLUSION AFFIDAVIT
- SECTION SM – SEPARATION OF MATERIALS FORM

## ATTACHMENT G: ETHICS AND CONFLICT OF INTEREST ACKNOWLEDGEMENT

Public servants are expected to conduct themselves impartially and in a manner that inspires public confidence, while ensuring that responsible contractors have fair and equal access to governmental procurement.

The City of Bastrop is committed to protection of government integrity, while also facilitating the recruitment and retention of the skilled personnel necessary to support its operations. To achieve this objective, The City of Bastrop has established standards of ethical conduct and conflict of interest policies and expects all vendors, contractors, and subrecipients to adhere to the same core principles as described below.

To achieve these standards, it is essential that those doing business with the City of Bastrop also observe the ethical standards prescribed here.

I acknowledge that it is a breach of ethics to attempt to influence any public employee, elected official, or department head to violate the standards of ethical conduct set forth in this code.

I further acknowledge that it is a breach of ethics for any employee of City of Bastrop or a vendor doing business with the City of Bastrop to participate directly or indirectly in a procurement when the employee or vendor knows that:

- A. The employee or any member of the employee's immediate family or household has a substantial financial interest in a company responding to a City of Bastrop procurement.
- B. A business or organization in which the employee or any member of the employee's immediate family has a financial interest pertaining to the procurement.

I understand that it is a breach of ethics to offer, give, or agree to give any employee of City of Bastrop, or for any employee to solicit, demand, accept, or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision, approval, disapproval, recommendation, preparation, or any part of a program requirement or purchase request influencing the content of specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal therefore pending before City of Bastrop.

I acknowledge that it is a breach of ethics for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for City of Bastrop as an inducement for the award of a contract or order.

I certify that I have read and understand the ethical standards set forth by City of Bastrop and agree to comply with them in all business dealings with the City of Bastrop.

SIGNATURE, VENDOR AUTHORIZED REPRESENTATIVE

Chuck Emerson, President

PRINTED NAME, TITLE

Emerson Construction Co Inc

COMPANY

May 28, 2025

DATE

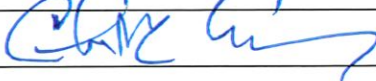
**ATTACHMENT J: DISCLOSURE OF LOBBYING ACTIVITIES SF-LLL CERTIFICATION**  
*(To be submitted with each bid or offer exceeding \$100,000)*

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (c) The undersigned shall require that the language in paragraphs (a) and (b) of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, Emerson Construction Co Inc (insert business name), certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

<b>SIGNATURE</b>	
<b>NAME OF AUTHORIZED AGENT</b>	Chuck Emerson
<b>TITLE OF AUTHORIZED AGENT</b>	President
<b>DATE</b>	May 28, 2025



## ATTACHMENT K: BIDDER'S CERTIFICATION

In accordance with Texas Government Code Sections 2252.001 through 2252.004 (relating to bids by nonresident contractors), the pertinent portion of the Act has been extracted and is as follows:

1. "Nonresident bidder" refers to a person who is not a resident.
2. "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

1. the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or
2. the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed.

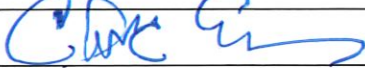
I certify that Emerson Construction Co Inc (Company Name) is a

☒ **Resident bidder of Texas** as defined in Section 2252.001(4), Texas Government Code,

OR

☐ **Nonresident bidder** as defined in Section 2252.001(3), Texas Government Code, and our principal place of business is located at \_\_\_\_\_ (City and State).

**Note: If the Respondent is an out-of-state company, a Certificate of Authority from the Secretary of State to do business in Texas must be provided.**

SIGNATURE	
NAME OF AUTHORIZED AGENT	Chuck Emerson
TITLE OF AUTHORIZED AGENT	President
DATE	May 28, 2025



## ATTACHMENT L: NON-COLLUSION AFFIDAVIT

## NON-COLLUSION AFFIDAVIT

STATE OF TEXAS           §  
                                      §  
 COUNTY OF TX           §

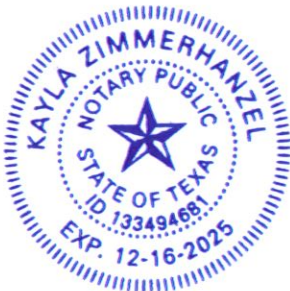
By the signature below, the signatory for the bidder certifies that neither he/she nor the firm, corporation, partnership or institution represented by the signatory or anyone acting for the firm bidding this project has violated the antitrust laws of this State, codified at Section 15.01, *et seq.*, Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in the same line of business, nor has the signatory or anyone acting for the firm, corporation or institution submitting a bid committed any other act of collusion related to the development and submission of this bid proposal.

Signature: \_\_\_\_\_

Printed Name: Chuck EmersonTitle: PresidentCompany: Emerson Construction Co IncDate: May 28, 2025

SUBSCRIBED and sworn to before me the undersigned authority by Chuck Emerson on  
 the 28th day of May, 2025 on behalf of said bidder.

Notary Public in and for the  
 State of Texas

My commission expires: 12/16/2025

## SECTION SM – SEPARATION OF MATERIALS FORM

The successful bidder shall prepare an itemized list of materials including their prices to the Owner which are to be incorporated into the project and/or furnished to the Owner uninstalled. Consumable materials including motor fuel are to be excluded from this list.

This is a list of materials which, for sales tax purposes, are considered sold by the Contractor to the Owner, who is an entity which is exempt from sales tax. Such materials are thus exempt from any sales taxes, either on the Contractor's purchase of the materials for installation within the scope of the project, or on his resale to the Owner.

The level of detail in this breakdown is at the discretion of the Contractor, with the understanding that the Contractor is responsible for furnishing the required documentation to the Texas State Comptroller. Major material purchases should be included in the list to ensure their tax exempt status.

Material quantities in this breakdown should be limited to the amounts reasonably necessary for completion of the project. Excess materials which are used on another project may become subject to sales tax if not properly documented.

The Contractor's material prices to the Owner must be no less than his purchase price and may include transportation and handling costs plus a reasonable amount for overhead and profit.

The total material price in the required breakdown must equal the total material price listed below. The breakdown must be mathematically correct before it will be approved by the Engineer and incorporated into the contract documents as sales tax exempt.

The material price breakdown shall be submitted with this form before execution of the contract documents. Otherwise, the Contractor may risk losing their sales tax exemption for this project.

- |   |                        |
|---|------------------------|
| 1. TOTAL CONTRACT AMOUNT<br>(As Awarded)  | \$ <u>2,405,079.00</u> |
| 2. SALES TAX EXEMPT MATERIALS<br>(All materials which are (a) furnished by<br>The Contractor and incorporated into the<br>Completed project, or (b) furnished<br>uninstalled by the Contractor to the<br>Owner) | \$ <u>450,000</u>      |
| 3. OTHER COSTS<br>(Including installation and consumable<br>materials)  | \$ <u>1,955,079</u>    |

### NOTES:

1. Line 1 = contract price as awarded
2. Line 2 + Line 3 must equal Line 1
3. Line 2 must not be less than the Contractor's anticipated invoice price for all sales tax exempt materials.

# EXHIBIT E

## INSURANCE CERTIFICATE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM

6/28/2024

Item 11C.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**  
Acrisure Texas Risk Advisors & Insurance Services, LLC  
5057 Keller Springs Rd. Suite 200  
Addison TX 75001

**CONTACT NAME:** Monica Veazey

**PHONE**  
(A/C, No, Ext): 254-679-5247

**FAX**  
(A/C, No):

**E-MAIL ADDRESS:** MVeazey@acrisure.com

**INSURED**  
Emerson Construction Company, Inc.  
4502 Twin City Blvd.  
Temple TX 76502-1888

EMERCON-03

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: The Phoenix Insurance Company		25623
INSURER B: The Charter Oak Fire Insurance Company		25615
INSURER C: Travelers Property Casualty Company of America		25674
INSURER D: Texas Mutual Insurance Company		22945
INSURER E: Allied World Assurance Company (U.S.) Inc.		19489
INSURER F: The Continental Insurance Company Of New Jersey		42625

**COVERAGES****CERTIFICATE NUMBER:** 1566460182**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY		DT-CO-3S547285-PHX-24	6/30/2024	6/30/2025	EACH OCCURRENCE	\$ 2,000,000
	<input type="checkbox"/>	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COM/OP AGG	\$ 4,000,000
								\$
		GEN'L AGGREGATE LIMIT APPLIES PER:						
		<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
		OTHER:						
B	<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY		810-3S513706-24-26-G	6/30/2024	6/30/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/>	ANY AUTO					BODILY INJURY (Per person)	\$
	<input type="checkbox"/>	OWNED AUTOS ONLY	<input type="checkbox"/>				BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/>	HIRED AUTOS ONLY	<input checked="" type="checkbox"/>				PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input checked="" type="checkbox"/>	UMBRELLA LIAB	<input checked="" type="checkbox"/>	CUP-2S315901-24-NF	6/30/2024	6/30/2025	EACH OCCURRENCE	\$ 11,000,000
	<input type="checkbox"/>	EXCESS LIAB	<input type="checkbox"/>				AGGREGATE	\$ 11,000,000
		DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
D	<input checked="" type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/>	0001096810	6/30/2024	6/30/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N				E.L. EACH ACCIDENT	\$ 1,000,000
		If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
E	<input type="checkbox"/>	Professional/Pollution Liability		0308-4699	6/30/2024	6/30/2025	Per Claim/Aggregate	5,000,000
F	<input type="checkbox"/>	Excess Liability		FFX 7039738094	6/30/2024	6/30/2025	Each Occurrence/Aggre	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured endorsement for General Liability, Auto Liability & Umbrella Liability attached.

Waiver of Subrogation endorsement for General Liability, Auto Liability, Umbrella Liability and Workers' Compensation attached.

30 Day Notice of Cancellation endorsement for General Liability, Auto Liability, Umbrella Liability and Workers' Compensation attached.

Primary & Non-Contributory endorsement for General Liability, Auto Liability, & Umbrella Liability attached.

**CERTIFICATE HOLDER****CANCELLATION**

FOR BIDDING PURPOSES ONLY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## EXHIBIT F

### BID, PERFORMANCE, AND PAYMENT BONDS





May 28, 2025

City of Bastrop  
1311 Chestnut Street  
Bastrop, TX 78602

Re: Emerson Construction Company, Inc.  
Bond confirmation letter

Project: WWTP No. 1 and No.2  
Rehabilitation, 2025

Estimate: \$2,500,000

To Whom It May Concern:

We are providing this information at the request of Emerson Construction Company, Inc.

CNA Surety has been providing surety bonds for Emerson Construction Company, Inc. since 1991. Emerson Construction Company has completed a contract in excess of \$40,000,000 and has had backlogs in the \$75,000,000 range. We understand Emerson Construction Company, Inc. is about to submit a proposal for the above referenced project. They are a valued client and have demonstrated the ability to perform contract work in a very professional and timely manner.

If a contract for this project is awarded to Emerson Construction Company, we would favorably consider the issuance of the required performance and payments bonds subject to our satisfaction of the contract documents and Emerson Construction Company, Inc. continuing to satisfy other underwriting considerations.

Any arrangements for bonds required by the contract is a matter between Emerson Construction Company, Inc. and the surety and we assume no liability to you or third parties, if for any reason we do not execute these bonds.

Please feel free to contact me if you need any additional information at 254-899-8681.

Sincerely,

Emily Mikeska  
Senior Surety Executive

Acrisure Texas Risk Advisors & Insurance Services, LLC  
Acrisure - South Region  
5057 Keller Springs Rd, Ste 200; Addison, TX 75001

# AIA Document 310 - 2010 Bid Bond

CONTRACTOR (Name, legal status and address):

**Emerson Construction Company, Inc.**  
**4502 Twin City Blvd**  
**Temple, TX 76502**

SURETY (Name, legal status and principal place of business):

**Continental Casualty Company**  
**151 N. Franklin St.**  
**Chicago, IL 60606**

OWNER (Name, legal status and address):

**City of Bastrop**  
**1311 Chestnut St.**  
**Bastrop, TX 78602**

Bond Amount: **Five Percent of the Greatest Amount Bid by Principal (5% GABP)**

PROJECT: (Name, location or address, and Project number, if any):

**City of Bastrop WWTP No. 1 and No. 2 Rehabilitation; 2025; WWW-2025-01**

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters in to a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding ninety (90) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond ninety (90) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed by the Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **28th** day of **May, 2025**

(Witness)

(Seal)

(Witness) Connie Williamson

(Seal)

**Emerson Construction Company, Inc.**

(Principal)

(Seal)

(Name & Title): Charles E. Emerson, President

**Continental Casualty Company**

(Surety)

(Name & Title): Emily Allison Mikeska, Attorney-in-Fact

Language conforms to AIA Document A310 Bid Bond  
 BID70001ZZ0311f



# POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

**Ana Owens, Andrew Gareth Addison, Elizabeth Ortiz, Bryan Kelly Moore, Kimberly Rochelle Gonzalez, Mark Robert Adams, Sheri Renee Allen, Teresa Ayala, Brian Paul Bordlee, Patrick Thomas Coyle, Andrea Rose Crawford, Colin E Conly, Kelli A Gorham, Peggy Gradel Hogan, Crystal Gail Langhorn, Ross Rudolph Laris, Steven Wayne Lewis, Debra Lee Moon, Sandra Lee Roney, Troy Russell Key, Thomas Douglas Moore, Allyson W Dean, Faith Ann Hilty, Cory Kiper, Emily Allison Mikeska, Monica Ruby Veazey, John R Ward, Steven Wayne Lewis, Ross Rudolph Laris, Brian Paul Bordlee, Individually**

of Addison, TX, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

## - In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed below, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 30th day of April, 2025.



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

Larry Kasten

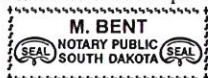
Vice President

State of South Dakota, County of Minnehaha, ss:

On this 30th day of April, 2025, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

My commission expires

March 2, 2026



M. Bent

Notary Public

## CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance companies printed below are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 28th day of May, 2025

Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania



Paula Kolsrud

Assistant Secretary

## Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF EACH OF CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA (as defined above, the "CNA Companies"):

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of each of the above CNA Companies at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of each of the CNA Companies.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of each of the above Companies by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of each of the above CNA Companies by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."



## ATTACHMENT C: SYSTEM FOR AWARD MANAGEMENT (SAM.GOV) RECORD SEARCH (CONTINUED)

## NON-DEBARMENT CERTIFICATION FORM


COMPANY/ENTITY LEGAL NAME: Emerson Construction Co Inc		
STREET ADDRESS: 4502 Twin City Blvd		
CITY: Temple	STATE: TX	ZIP: 76502
CONTACT NAME: Chuck Emerson		
CONTACT EMAIL: cemerson@eccinc.com		CONTACT PHONE: 254-939-1863
*UEI #	DEKMBJBCJER5	**TIN #
<p>*Subrecipients are required to have a Unique Entity Identifier (UEI) Number prior to an award. All entities must be pre-vetted for eligibility/ability to perform the outlined ARPA funded scope of work and a record (PDF of SAM.gov screenshot) of SAM debarment clearance must be obtained prior to entering into any final contracts.</p> <p>**Beneficiary Entities are required to have UEI and/or TIN.</p>		
<p><b>APPLICABLE REGULATIONS:</b> As stated in the ARPA/SLFRF Terms &amp; Conditions: "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury's implementing regulation at 31 CFR Part 19."</p> <p><b>Also, Federal Executive Order (E.O.) 12549:</b> "Debarment" requires that contractors, beneficiaries or subrecipient organizations and their principals – who are receiving awards, using federal funds, are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from doing business with the federal government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify you from receiving or retaining funds. Information on debarment is available at the following website: <a href="http://www.sam.gov">www.sam.gov</a></p> <p><b>Be advised that we may pursue available remedies per 2 CFR 180.360 as an ARPA recipient entity:</b> "If a federal agency later determines that you failed to tell the [awarding agency] that you were excluded or disqualified at the time you entered into the covered transaction with that person/awarding agency, the agency may pursue any available remedies, including suspension and debarment."</p>		
[INITIAL]	CERTIFICATION & SIGNATURE	
CE	We hereby certify that we are not excluded, disqualified, or debarred from receiving federally funded awards.	
CE	We hereby confirm that if that status should change within the course of this agreement, we will provide notification immediately. Failure to do so may result in this agreement's termination and/or the repayment of funds.	
<p>Your signature certifies that the information provided on this form is correct and that neither you nor your principal(s) is/are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.</p>		
SIGNATURE 		May 28, 2025
PRINTED NAME & TITLE Chuck Emerson, President		DATE
FOR DEPARTMENT USE ONLY		
SAM Debarment/Certification Record of Clearance	Yes [ ] No [ ]	Note:
State of Texas Debarred Vendor List Cleared	Yes [ ] No [ ]	Note:
Verified By:	Yes [ ] No [ ]	Date:



Figure: 28 TAC §1.601(a)(3)

## 1 IMPORTANT NOTICE

To obtain information or make a complaint:

2 You may contact Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company at 312-822-5000.

3 You may call Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company's toll-free telephone number for information or to make a complaint at:

**1-877-672-6115**

4 You may also write to Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company at:

CNA Surety  
151 North Franklin, 17th Floor  
Chicago, IL 60606

5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

6 You may write the Texas Department of Insurance:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 490-1007  
Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-Mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

## 7 PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

## 8 ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

Form F8277-6-2018

## AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con Continental Casualty Company, National Fire Insurance Company de Hartford, American Casualty Company de Reading, PA y Continental Insurance Company al 312-822-5000.

Usted puede llamar al numero de telefono gratis de Continental Casualty Company, National Fire Insurance Company de Hartford, American Casualty Company de Reading, PA y Continental Insurance Company's para informacion o para someter una queja al:

**1-877-672-6115**

Usted tambien puede escribir a Continental Casualty Company, National Fire Insurance Company de Hartford, American Casualty Company de Reading, PA y Continental Insurance Company:

CNA Surety  
151 North Franklin, 17th Floor  
Chicago, IL 60606

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 490-1007  
Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-Mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

## DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Continental Casualty Company, National Fire Insurance Company de Hartford, American Casualty Company de Reading, PA y Continental Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

**UNA ESTE AVISO A SU POLIZA:** Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

## EXHIBIT G

### ELIGIBILITY VERIFICATION (SAM.GOV)



# EMERSON CONSTRUCTION COMPANY, INC.

Unique Entity ID <b>DEKMBJBCJER5</b>	CAGE / NCAGE <b>0F516</b>	Purpose of Registration <b>All Awards</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Oct 10, 2025</b>	
Physical Address <b>4502 Twin City BLVD Temple, Texas 76502-5814 United States</b>	Mailing Address <b>4502 Twin City BLVD Temple, Texas 76502-5814 United States</b>	

## Business Information

Doing Business as <b>(blank)</b>	Division Name <b>(blank)</b>	Division Number <b>(blank)</b>
Congressional District <b>Texas 31</b>	State / Country of Incorporation <b>Texas / United States</b>	URL <b>www.eccinc.com</b>

## Registration Dates

Activation Date <b>Oct 14, 2024</b>	Submission Date <b>Oct 10, 2024</b>	Initial Registration Date <b>Apr 19, 2002</b>
--	--	--

## Entity Dates

Entity Start Date <b>Oct 4, 1979</b>	Fiscal Year End Close Date <b>Dec 31</b>
---	---

## Immediate Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

## Highest Level Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

## Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

## Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

## Exclusion Summary

Active Exclusions Records?

No

## SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

## Entity Types

### Business Types

Entity Structure <b>Corporate Entity (Not Tax Exempt)</b>	Entity Type <b>Business or Organization</b>	Organization Factors <b>(blank)</b>
Profit Structure <b>For Profit Organization</b>		



**Socio-Economic Types**

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

**Financial Information**

Accepts Credit Card Payments  
**No**

Debt Subject To Offset  
**No**

EFT Indicator  
**0000**

CAGE Code  
**0F516**

**Points of Contact****Electronic Business**

✎  
**Robert Stewart**

**4502 Twin City BLVD**  
**Temple, Texas 76502**  
**United States**

Robert Stewart

4502 Twin City BLVD  
Temple, Texas 76502  
United States

**Government Business**

✎  
**Charles Emerson**

**4502 Twin City BLVD**  
**Temple, Texas 76502**  
**United States**

Henry Kelly

4502 Twin City BLVD  
Temple, Texas 76502  
United States

**Past Performance**

✎  
**Denice L Allison**

**4502 Twin City BLVD**  
**Temple, Texas 76502**  
**United States**

Henry Kelly

4502 Twin City BLVD  
Temple, Texas 76502  
United States

**Service Classifications****NAICS Codes**

Primary	NAICS Codes	NAICS Title
Yes	236220	Commercial And Institutional Building Construction
	236210	Industrial Building Construction
	237110	Water And Sewer Line And Related Structures Construction
	237310	Highway, Street, And Bridge Construction
	237990	Other Heavy And Civil Engineering Construction

**Product and Service Codes**

PSC	PSC Name
Y1AA	Prime Contractor for wastewater plant rehabilitation
Y1AB	Construction Of Office Buildings
Y1AZ	Construction Of Conference Space And Facilities
Y1BD	Construction Of Other Administrative Facilities And Service Buildings
Y1BE	Construction Of Airport Runways And Taxiways
Y1BZ	Construction Of Airport Terminals
Y1CA	Construction Of Other Airfield Structures
Y1CZ	Construction Of Schools
	Construction Of Other Educational Buildings

Y1EA	Construction Of Ammunition Facilities
Y1EB	Construction Of Maintenance Buildings
Y1EZ	Construction Of Other Industrial Buildings
Y1FC	Construction Of Troop Housing Facilities
Y1FD	Construction Of Dining Facilities
Y1GZ	Construction Of Other Warehouse Buildings
Y1LB	Construction Of Highways, Roads, Streets, Bridges, And Railways
Y1LZ	Construction Of Parking Facilities
Y1ND	Construction Of Sewage And Waste Facilities
Y1NZ	Construction Of Other Utilities

#### Disaster Response

This entity does not appear in the disaster response registry.

EXHIBIT H

CERTIFICATE OF INTERESTED PARTIES  
(FORM 1295)

# CERTIFICATE OF INTERESTED PARTIES

FORM 1

Item 11C.

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Emerson Construction Company, Inc  
Temple, TX United States

**Certificate Number:**  
2025-1323202

**Date Filed:**  
06/11/2025

**Date Acknowledged:**

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

City of Bastrop, Texas

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

WWW-2025-01  
City of Bastrop WWTP No. 1 and No. 2 Rehabilitation, 2025

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Emerson Construction Company, Inc. Employee Stock	Temple, TX United States	X	
	Emerson, Charles	Temple, TX United States	X	
	Kelly, Henry	Kosse, TX United States	X	
	Landeros, Kayla	Temple, TX United States	X	
	Allison, Denice	Temple, TX United States	X	
	Nebgen, Rhonda-Maria	Temple, TX United States	X	
	Henry, George	Temple, TX United States	X	

**5 Check only if there is NO Interested Party.**

☐


**6 UNSWORN DECLARATION**

My name is Denice Allison, and my date of birth is March 11, 1980.

My address is 7705 Terra Cotta, Temple, TX, 76502, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Bell County, State of Texas, on the 11 day of June, 2025.  
(month) (year)



Signature of authorized agent of contracting business entity  
(Declarant)



**J. Perales Civil Engineering and Planning Services**

T.B.P.E. Firm # F-14207

June 9, 2025

The Honorable Ishmael Harris, Mayor, and City Council  
City of Bastrop, Texas  
1311 Chestnut Street  
Bastrop, TX 78602

Attention: Ms. Sylvia Carrillo, ICMA-CM, CPM, City Manager

Subject: City of Bastrop Procurement #WWW-2025-01  
Construction Services for City of Bastrop WWTP No. 1 and No. 2  
Rehabilitation, 2025

Mayor Harris:

The scope of public improvements to be provided under the City of Bastrop Procurement #WWW-2025-01 generally includes cleaning of and repairs to the interiors of the City's wastewater treatment plants Number 1 and Number 2 to restore their treatment capacity. The project bid documents and specifications separate the proposed scope of work into a base bid which includes cleaning and repairs to wastewater treatment plant Number 1, an additive alternate Number 1, which provides for dewatering and removal of solids from plant Number 2, and an additive alternate Number 2, which provides for pressure washing of the plant Number 2 interior. \$2,292,380.00 of the funding for this project is being provided through an allocation of Coronavirus State and Local Fiscal Recover Funds funded by the American Rescue Plan Act (the Grant).

A request for proposals for the proposed construction was published on April 23, 2025. Two proposals were submitted in accordance with the bid documents on May 28, 2025, one from C.C. Carlton Industries Ltd., of Austin, Texas, for a total amount of \$3,098,600.00 and one from Emerson Construction Company, Inc., of Temple, Texas, for a total amount of \$2,405,079.00. The proposals were evaluated by a review committee composed of representatives of this firm and City of Bastrop staff in accordance with the Grant requirements. Evaluation criteria included responsiveness of proposal, financial stability, experience and qualifications, capacity to perform, and pricing, based on documentation provided in accordance with the request for proposals.

Based on the committee's evaluation, it is recommended that a contract for construction of the City of Bastrop WWTP No. 1 and No. 2 Rehabilitation, 2025 be awarded to Emerson Construction Company, Inc. in the total amount of \$2,405,079.00. This amount includes \$2,204,934.00 for the Base Bid, \$178,500.00 for Additive Alternate No. 1, and \$21,645.00 for Additive Alternate No. 2. A detailed bid tabulation is attached to this correspondence for reference.

Emerson Construction Company, Inc. has provided the required bid bond and will be required to furnish a Performance Bond, a Payment Bond, and a Maintenance Bond to the City of Bastrop within 10 days of notice of contract award.

Please feel free to contact me for any questions or additional information regarding this recommendation.

Sincerely,

A handwritten signature in blue ink that reads "Juan Perales, Jr., P.E.".

Juan Perales, Jr., P.E.

J. Perales Civil Engineering and Planning Services

Attachment: Bid Tabulation for City of Bastrop WWTP No. 1 and No. 2  
Rehabilitation, 2025



CITY OF BASTROP WWTP NO. 1 AND NO. 2 REHABILITATION, 2025  
BID TABULATION

Item 11C.

BID ITEM DESCRIPTION	BID QUANTITY	UNIT OF MEASURE	Unit Price Bid by C.C. Carlton Industries, Ltd.	AMOUNT BID	Unit Price Bid by Emerson Construction Co., Inc.	AMOUNT BID
<b>BASE BID</b>						
WWTP FLOW DIVERSION SYSTEM	1	LUMP SUM	\$225,000.00	\$225,000.00	\$310,050.00	<b>\$310,050.00</b>
DE-WATERING WWTP NO. 1	1	LUMP SUM	\$65,000.00	\$65,000.00	\$134,550.00	<b>\$134,550.00</b>
SOLIDS REMOVAL WWTP NO. 1	450	TONS	\$780.00	\$351,000.00	\$556.00	<b>\$250,200.00</b>
EMERGENCY TEMPORARY SUPPORT STRUCTURES WWTP NO. 1	2	EACH	\$15,000.00	\$30,000.00	\$26,325.00	<b>\$52,650.00</b>
PRESSURE WASHING WWTP NO. 1	1	LUMP SUM	\$65,000.00	\$65,000.00	\$26,325.00	<b>\$26,325.00</b>
TANK WALL REPAIRS WWTP NO. 1	150	SQUARE FEET	\$500.00	\$75,000.00	\$369.00	<b>\$55,350.00</b>
TEMPORARY SUPPORT STRUCTURES WWTP NO. 1	2	EACH	\$7,000.00	\$14,000.00	\$32,175.00	<b>\$64,350.00</b>
REPLACE STRUCTURAL MEMBERS WWTP NO. 1	3000	POUNDS	\$130.00	\$390,000.00	\$59.00	<b>\$177,000.00</b>
WELDED CONNECTIONS WWTP NO. 1	50	EACH	\$1,600.00	\$80,000.00	\$878.00	<b>\$43,900.00</b>
GRATING AND WALKWAY REPAIRS WWTP NO. 1	560	SQUARE FEET	\$430.00	\$240,800.00	\$117.00	<b>\$65,520.00</b>
WALKWAY HANDRAIL & GUARD REPAIRS WWTP NO. 1	500	POUNDS	\$170.00	\$85,000.00	\$108.00	<b>\$54,000.00</b>
WELDED CONNECTION TO EXIST WALKWAY WWTP NO. 1	50	EACH	\$1,200.00	\$60,000.00	\$439.00	<b>\$21,950.00</b>
AIR DISTRIBUTION TRUNKLINE GASKET RR WWTP NO. 1	1	LUMP SUM	\$150,000.00	\$150,000.00	\$24,570.00	<b>\$24,570.00</b>
AIR DISTRIBUTION SYSTEM ENTIRE DROP REPL WWTP NO. 1	36	EACH	\$2,900.00	\$104,400.00	\$2,083.00	<b>\$74,988.00</b>
AERATION SYSTEM DIFFUSER HEAD ONLY WWTP NO. 1	238	EACH	\$700.00	\$166,600.00	\$211.00	<b>\$50,218.00</b>

CITY OF BASTROP WWTP NO. 1 AND NO. 2 REHABILITATION, 2025  
BID TABULATION

Item 11C.

BID ITEM DESCRIPTION	BID QUANTITY	UNIT OF MEASURE	Unit Price Bid by C.C. Carlton Industries, Ltd.	AMOUNT BID	Unit Price Bid by Emerson Construction Co., Inc.	AMOUNT BID
PROCESS COMPONENT REPAIRS ALLOCATION WWTP NO. 1	1	LUMP SUM	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00
PROCESS PIPING REPAIRS ALLOCATION WWTP NO. 1	1	LUMP SUM	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
PAINTING - WWTP NO. 1	1	LUMP SUM	\$599,300.00	\$599,300.00	\$709,313.00	\$709,313.00
<b>TOTAL BASE BID</b>				<b>\$2,791,100.00</b>		<b>\$2,204,934.00</b>
<b>ADDITIVE ALTERNATE NO. 1</b>						
DE-WATERING WWTP NO. 2	1	LUMP SUM	\$45,000.00	\$45,000.00	\$46,800.00	\$46,800.00
SOLIDS REMOVAL WWTP NO. 2	150	TONS	\$1,450.00	\$217,500.00	\$878.00	\$131,700.00
<b>TOTAL ADDITIVE ALTERNATE NO. 1</b>				<b>\$262,500.00</b>		<b>\$178,500.00</b>
<b>TOTAL AMOUNT BID: BASE BID PLUS ADDITIVE ALTERNATE NO. 1</b>				<b>\$3,053,600.00</b>		<b>\$2,383,434.00</b>
<b>ADDITIVE ALTERNATE NO. 2</b>						
PRESSURE WASHING WWTP NO. 2	1	LUMP SUM	\$45,000.00	\$45,000.00	\$21,645.00	\$21,645.00
<b>TOTAL ADDITIVE ALTERNATE NO. 2</b>				<b>\$45,000.00</b>		<b>\$21,645.00</b>
<b>TOTAL AMOUNT BID: BASE BID PLUS ADDITIVE ALTERNATES NO. 1 AND NO. 2</b>				<b>\$3,098,600.00</b>		<b>\$2,405,079.00</b>



# STAFF REPORT

**MEETING DATE:** June 24, 2025

**TITLE:**

Consider and act on Resolution No. R-2025-105, approving a construction contract with Advanced Rehabilitation Technology (ART) for a not-to-exceed amount of Ninety-eight Thousand, Nine Hundred, Ninety-Two Dollars and Zero Cents (\$98,992.00) for the rehabilitation of twelve (12) manholes and the Mauna Loa Lift Station Wet Well as attached in Exhibit A; authorizing the execution of all necessary documents; upon request and providing for findings of fact, repealer, severability, effective date, proper notice, and meeting.

**AGENDA ITEM SUBMITTED BY:**

Curtis Hancock, Director of Water & Wastewater

**BACKGROUND/HISTORY:**

Deteriorating manholes are a problem facing municipalities across the country. Budget constraints often force a decision to delay repairs because of the overwhelming cost of manhole replacement.

I'm happy to say, by using cost-effective manhole rehabilitation services that repair structural integrity, the City of Bastrop Water & Wastewater department is in year two of our manhole maintenance program.

Advanced Rehabilitation Technology coated a manhole last year at no-cost to the City in order to demonstrate the benefits of their product. The difference in their product is its flexible polyurea, which provides a barrier to corrosive gases while adding structural strength to the manhole, making it an ideal choice for rehab projects. The product comes with a 10-year labor & material warranty with the installation date stamped inside each manhole. Advanced Rehabilitation Technology is part of the Purchasing Cooperative of America.

If approved by City Council, Notice to Proceed is intended for July 1, 2025, with a completion date of August 31, 2025.

**FISCAL IMPACT:**

The \$98,992.00.00 will be funded by the City's Wastewater Collection Budget.

**RECOMMENDATION:**

Approve Resolution No. R-2025-105, awarding a construction contract to Advanced Rehabilitation Technology for the rehabilitation of twelve (12) manholes and the Mauna Loa Lift Station Wet Well.

**ATTACHMENTS:**

- Resolution No. R-2025-105
- What is OBIC Armor system
- Exhibit A: DRAFT Construction Contract with Advanced Rehabilitation Technology

**CITY OF BASTROP, TX**  
**RESOLUTION NO. R-2025-105**

**A RESOLUTION OF THE CITY OF BASTROP, TEXAS, TO APPROVING A CONSTRUCTION CONTRACT WITH ADVANCED REHABILITATION TECHNOLOGY (ART) FOR A NOT-TO-EXCEED AMOUNT OF NINETY-EIGHT THOUSAND, NINE HUNDRED, NINETY-TWO DOLLARS AND ZERO CENTS (\$98,992.00) FOR THE REHABILITATION OF TWELVE (12) MAHNOLES AND THE MAUNA LOA LIFT STATION WET WELL AS ATTACHED IN EXHIBIT A; AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS; PROVIDING FOR FINDINGS OF FACT, REPEALER, SEVERABILITY, EFFECTIVE DATE, PROPER NOTICE, AND MEETING**

**WHEREAS**, pursuant to Texas Local Government Code Section 51.001, the City of Bastrop ("City") has general authority to adopt an ordinance, resolution, or police regulation that is for the good government, peace, or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

**WHEREAS**, the City Council of the City of Bastrop, Texas 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 of the City of Bastrop understands the importance of focusing on infrastructure improvements in the area of roadways, water, wastewater, stormwater conveyance.

**NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bastrop, Texas:**

**Section 1. Findings of Fact:** The foregoing recitals are incorporated into this resolution ("Resolution") by reference as findings of fact as if expressly set forth word-for-word herein.

**Section 2.** That the City Manager is hereby authorized to execute a construction contract with Advanced Rehabilitation Technology for a not-to-exceed amount of \$98,992.00, herein attached as Exhibit A.

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



**Section 4. Repealer:** To the extent reasonably possible, resolutions are to be read together in harmony. However, all resolutions, or parts thereof, that 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 regulated.

**Section 5. Severability:** Should any of the clauses, sentences, paragraphs, sections, or parts of this Resolution be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Resolution.

**Section 6. Effective Date:** This Resolution 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, its Code of Ordinances, and the laws of the State of Texas.

**Section 7. Proper Notice & Meeting:** It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop, Texas this 24<sup>th</sup> day of June, 2025.

**APPROVED:**

by: \_\_\_\_\_  
Ishmael Harris, Mayor

**ATTEST:**

\_\_\_\_\_  
Michael Muscarello, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney  
Denton Navarro Rocha Bernal & Zech, P.C.



**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 **Advanced Rehabilitation Technology, LLC**, acting by a duly authorized officer (the "Engineer/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" or "Services").

**I. General Information and Terms.**

Engineer's/Contractor's Name and Address:

Attn: Advanced Rehabilitation Technology  
525 Winzeler Drive, Unit 1  
Bryan, OH 43506

General Description of Services:

Application of OBIC Multi-Layer Liner System and associated work for the rehabilitation and coating of twelve (12) sanitary sewer manholes, and the Mauna Loa Lift Station Wet Well.

Maximum Contract Amount:

\$98,992.00

Effective Date:  
parties.

On the latest of the dates signed by both

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 the professional engineering services ("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 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 "Notice to Proceed" will not be given nor shall any Services 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. Documents and Data, Licensing of Intellectual Property, and Copyright. All Work progress and final documents and data produced by Contractor during the term of the Contract shall be and remain the property of the City. For purposes of this Contract, the term "Documents and Data" include any original work (the Work), reports, analyses, plans, drawings, designs, renderings, specifications, notes, summaries, charts, schedules, spreadsheets, calculations, lists, data compilations, documents, or any other material developed and assembled by or on behalf of the City in the performance of this Contract. It also includes any medium in which the Documents and Data are kept, including digitally, magnetically, or electronically. This Contract creates at no

cost to the City, a perpetual license for the City to use any picture, video, music, brochure, writing, trademark, logo, or other work created by the Contractor for the use of the City, as a “work made for hire” as defined by federal copyright law. The City, as the author and owner of the copyright to the Work, may alter, reproduce, distribute, or make any other use of the Work as it deems appropriate.

R. Standard of Care for Architects and Engineers. Services must be performed with the professional skill and care ordinarily provided by competent licensed engineers or registered architects practicing in the same or similar locality and under the same or similar circumstances and professional license.

S. 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.

T. 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.

U. 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.

**Advanced Rehabilitation Technology, LLC**

**CITY OF BASTROP**

By: 

By: \_\_\_\_\_

Printed Name: Dustin Schlacter

Printed Name: Sylvia Carrillo-Trevino, ICMA-CM, CPM

Title: Owner

Title: City Manager

Date: 6-12-25

Date: \_\_\_\_\_

**EXHIBIT A-1**

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

*(See Attached)*

**EXHIBIT A-2**

Scope of Services **dated June 6, 2025**

*(See Attached)*

**EXHIBIT A-3**

House Bill 89 Verification

*(See Attached)*

## INSURANCE REQUIREMENTS

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

### Coverages Required & Limits (Figures Denote Minimums)

<input checked="" type="checkbox"/> Workers' Compensation	Statutory limits, State of TX.		
<input checked="" type="checkbox"/> Employers' Liability	\$500,000 per employee per disease / \$500,000 per employee per accident / \$500,000 by disease aggregate		
<input checked="" type="checkbox"/> 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
\$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 Sugar Land) 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 Sugar Land)

\$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.



**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  
 Water & Wastewater Department  
 1311 Chestnut Street  
 Bastrop, TX 78602**



## EXHIBIT A-2

## City of Bastrop - 12 MH + Mauna Loa LS

## Job Location: Bastrop, TX

**City of Bastrop**

385 SH 304, Unit B  
Bastrop, TX 78602  
United States

**James Wilson**

Superintendent of Water & Wastewater  
jwilson@cityofbastrop.org  
+15123328962

**Reference:** 20250605-231748380

Quote created: June 6, 2025

Quote valid till: July 6, 2025

**Advanced Rehabilitation Technology**

525 Winzeler Drive  
Bryan, Ohio 43506  
United States

**Prepared by:**

**Tom Jensen**

**Business Development Manager - Texas**

tom@artcoatingtech.com  
+18325857885

PRODUCTS & SERVICES	UNIT QUANTITY	UNIT PRICE	TOTAL
MH #1 - Farm @ Fayette - OBIC Armor	1	\$2,740.50	\$2,740.50
Bench Repair - MH #1 - Farm @ Fayette	1	\$750.00	\$750.00
MH #2 - Fayette @ Cedar - OBIC Armor	1	\$4,698.00	\$4,698.00
Bench Repair - MH #2 - Fayette @ Cedar	1	\$750.00	\$750.00



PRODUCTS & SERVICES	UNIT QUANTITY	UNIT PRICE	TOTAL
MH #3 - Fayette @ Cedar - OBIC Armor	1	\$3,719.25	\$3,719.25
Bench Repair - MH #3 - Fayette @ Cedar	1	\$750.00	\$750.00
MH #4 - MLK @ Newton - OBIC Armor	1	\$1,957.50	\$1,957.50
Bench Repair - MH #4 - MLK @ Newton	1	\$750.00	\$750.00
MH #5 - MLK @ Jasper - OBIC Armor	1	\$1,761.75	\$1,761.75
Bench Repair - MH #5 - MLK @ Jasper	1	\$750.00	\$750.00
MH #6 - Jasper @ MLK, 400' East - OBIC Armor	1	\$3,915.00	\$3,915.00
Bench Repair - MH #6 - Jasper @ MLK, 400' East	1	\$750.00	\$750.00
MH #7 - Jackson @ S. St East - OBIC Armor	1	\$3,719.25	\$3,719.25
Bench Repair - MH #7 - Jackson @ S. St East	1	\$750.00	\$750.00
MH #8 - South St @ Alta Vista - OBIC Armor	1	\$3,132.00	\$3,132.00
Bench Repair- MH #8 - South St @ Alta Vista	1	\$750.00	\$750.00
MH #9 - High School pkg lot - OBIC Armor	1	\$3,327.75	\$3,327.75
Bench Repair - MH #9 - High School pkg lot	1	\$750.00	\$750.00
MH #10 - High School pkg lot - OBIC Armor	1	\$4,306.50	\$4,306.50
Bench Repair - MH #10 - High School pkg lot	1	\$750.00	\$750.00
MH #11 - By Taco Bell - OBIC Armor	1	\$7,047.00	\$7,047.00

PRODUCTS & SERVICES	UNIT QUANTITY	UNIT PRICE	TOTAL
Bench Repair - MH #11 - By Taco Bell	1	\$750.00	\$750.00
MH #12 - Next to Mauna Loa LS - OBIC Armor	1	\$5,089.50	\$5,089.50
Bench Repair - MH #12 - Next to Mauna Loa LS	1	\$750.00	\$750.00
Mauna Loa Lift Station Rehab - OBIC Armor	1	\$33,615.00	\$33,615.00
Mauna Loa LS - Vactor Truck (if COB truck is unavailable)	1	\$3,140.00	\$3,140.00
Mauna Loa LS Bypass Pumping Service	1	\$7,823.00	\$7,823.00

Total	\$98,992.00
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**PCA OD-347-21**

Please reference this PCA Contract number when returning signed quote and / or providing Purchase Order number and / or subcontract.

**The OBIC Armor Multi-Layer Liner System Provides a 10-Year Limited Warranty on Labor & Materials.**

**Quote includes the Prep & Lining of 12 Manholes of Approximately 116 Vertical Feet.**

**Quote includes repairing 12 benches on an as-needed basis.**

**Quote includes Bypass Pumping, Vactor Truck, Prep & Lining of Mauna Loa Lift Station.**

General Terms and Conditions:

## Notes:

- **Owner/Contractor to provide Application Truck access within 100' of the structure.**
- **Off road locations may require assistance from the owner/contractor to access.**
- **DOT traffic control to be supplied by others if needed. Our crews will supply cones for immediate area.**
- **By-pass pumping is included for work at Lift Station.**
- **Owner/Contractor must provide a water supply near the work site via hydrant or spigot (with water meter use free of charge).**

**The quoted prices are exclusive of applicable state and local sales taxes.**

- **Payment terms: Net 30 days from invoice date.**
- **Pricing is contingent on the work as stated in this proposal. Advanced Rehabilitation Technology (ART) reserves the right to adjust unit rate and/or overall bid proposal accordingly to account for any changes (increase or decrease) from this scope.**
- **ART will initiate this project upon receipt of this signed proposal as well as, receipt of a subcontract or purchase order agreeing to this proposal.**
- **Non-weather-related delays (may include job site not prepared to allow ART to begin; road closures due to community, city, or private events; traffic control not ready or any work stoppages outside the control of ART) may result in a \$5,000/day mobilization fee.**

**Purchase Order Number:** \_\_\_\_\_

**Signature**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name





*When it absolutely, positively must last.*

## BENEFITS OF THE OBIC ARMOR SYSTEM



### WHAT IS THE OBIC ARMOR SYSTEM?

OBIC Armor provides a fast, easy, and cost-effective method for repairing and preventing damage to municipal and industrial sewers, as well as potable water systems. The spray-applied OBIC 1000 (flexible polyurea) cures quickly, making it an ideal choice for rehabilitation projects. OBIC Armor is a multi-layer lining system, consisting of OBIC 1306 (6–8-pound closed cell foam) sandwiched between two layers of OBIC 1000 (polyurea).

### BENEFITS OF OBIC 1000 (POLYUREA)

OBIC 1000 is the coating of choice in the wastewater industry for numerous reasons:

- 1. CHEMICAL RESISTANCE:** OBIC 1000 is highly resistant to a wide range of chemicals and corrosive substances commonly found in wastewater environments, helping to protect structures from degradation. OBIC 1000 has PASSED the Severe Wastewater Analysis Test "SWAT" as outlined in ASTM G210-13.
- 2. WATERPROOFING:** It creates a seamless and waterproof barrier, preventing water infiltration and corrosion of infrastructure.
- 3. DURABILITY AND ABRASION RESISTANCE:** OBIC 1000 is exceptionally durable, with high abrasion resistance, making it ideal for withstanding the harsh conditions in wastewater treatment facilities, pump stations and manholes.
- 4. FAST CURE TIME:** Polyurea coatings cure rapidly. OBIC 1000 is tack free in 20-30 seconds, reducing downtime during application and allowing for a quick return to service.
- 5. FLEXIBLE AND DURABLE:** OBIC 1000 is highly flexible, 395% elongation, and can withstand thermal expansion and contraction, eliminating cracks under temperature changes.
- 6. LONGEVITY:** OBIC 1000 has a long service life, reducing the need for reapplications and maintenance, which can be costly in the wastewater industry.
- 7. SEAMLESS APPLICATION:** The ability to apply OBIC 1000 as a seamless coating reduces the likelihood of leaks and weak points in the protective layer.
- 8. ELIMINATES CHIMNEY SEALS:** Since the OBIC Armor system is a continuous monolithic system from bench of the invert up to where it is attached to the casting (manhole frame) there is no need for additional cost of chimney seals.
- 9. NO VOC'S:** OBIC 1000 is 100% solid, so there are zero VOC's.



### WHY ADD OBIC 1306 (CLOSED CELL FOAM)?

The addition of the OBIC 1306, or the surfacing layer, has multiple advantages:

- 1. Surfer:** When dealing with brick/block manholes, or structures that have voids, it works to help smooth or level out those surfaces to provide a better finished product. It expands to fill cracks, joints, voids, and bug holes in the substrate, improving structural integrity.
- 2. Strength:** It adds structural enhancement, approximately 25%-30%, or reinforcement into the structure.

*Think of it like a piece of plywood. If you were to dissect the sheet of plywood, while any single layer of the wood has strength of its own, when combined with multiple layers of additional wood it proves to be extremely strong as a system.*



## WHY USE THE OBIC ARMOR SYSTEM?

OBIC Armor, a specialized structural enhancement coating system, offers many advantages over a single coat of polyurea.

- 1. BACKED BY A WARRANTY** Like No Other: OBIC Armor is backed by a 10-year warranty on BOTH the material AND Installation.
- 2. STRUCTURAL REINFORCEMENT:** OBIC Armor is designed to provide structural reinforcement to deteriorating manholes, restoring the integrity and preventing further damage.
- 3. CHEMICAL RESISTANCE:** It offers excellent resistance to chemical corrosion, it is impervious to hydrogen sulfide (H<sub>2</sub>S), protecting manholes from the harsh and corrosive elements found in wastewater systems. SWAT Approved.
- 4. RAPID CURE TIME:** OBIC Armor has a fast-curing process, allowing for quick return to service, minimizing disruptions in the wastewater system. OBIC 1000 is tack-free in 20-30 seconds.
- 5. HIGH BUILD THICKNESS:** It can be applied in relatively thick layers, ensuring a robust protective barrier and effectively sealing cracks and defects in the manhole structure.
- 6. BOND STRENGTH:** The coating forms a strong bond with the existing manhole substrate, ensuring long-term adhesion and durability.
- 7. REDUCED INFILTRATION AND EXFILTRATION:** OBIC Armor seals joints, cracks, and defects in manholes, reducing the

risk of water infiltration and exfiltration, which can be environmentally and economically problematic.

- 8. LONGEVITY:** It has a 50-year design life.
- 9. VERSATILITY:** OBIC Armor can be customized for specific project requirements. Our team of chemists will work with you to ensure you get the proper coating for your project.
- 10. RETURN ON INVESTMENT (ROI):** Rehabilitating multiple manholes with OBIC Armor can significantly reduce the amount of groundwater treated. For instance, rehabilitating 10 manholes eliminates enough groundwater to allow 82 new homes to connect to the system. This results in a return on investment in approximately 15 months.
- 11. ENVIRONMENTALLY FRIENDLY:** By rehabilitating manholes instead of replacing them, OBIC Armor can help minimize the environmental impact associated with construction and demolition.

*These advantages make OBIC Armor a valuable solution for the rehabilitation and protection of manholes, pump stations, wastewater treatment plants and many other applications extending their lifespan and ensuring their functionality.*

## HOW DOES OBIC ARMOR WORK?

Once the certified installer arrives on the project site and completes all safety-related tasks, the following steps are followed:

1. The structure is prepped using high pressure water.
2. The manhole frame is cleaned and primer is applied.
3. All leaks are stopped.
4. The structure is dried to a saturation of surface dry. This is accomplished when you can touch the structure wall and once you pull it away there is no moisture on your hand.
5. Then, the **Adhesion Layer** is applied. This is the first coat of OBIC 1000 and is applied at a thickness of 50 mils. This layer is attached to the bottom portion of the manhole casting to provide a monolithic liner system.
6. Next, the **Surfacing Layer** is applied. This is the OBIC 1306 (closed cell foam) and the layer is about 400 mils thick.
7. The OBIC Armor System is completed by applying the **Final Barrier Layer** of OBIC 1000 at a wet film thickness of 50 mils. The complete OBIC Armor lining system is approximately 500 mils thick (1/2").
8. The final step of the process is validating the installation by stamping both the date of the liner installation and the OBIC logo into the liner. The 10-year warranty starts from this date and there is never a question as to when the liner was installed.



**ADHESION  
LAYER**

**SURFACING  
LAYER**

**FINAL BARRIER  
LAYER**

*If you'd like to learn more about the OBIC Armor System, discuss your next project, or schedule a demo, please call 866-636-4854 or email [info@obicproducts.com](mailto:info@obicproducts.com) and our team will be happy to help you!*





# STAFF REPORT

**MEETING DATE:** June 24, 2025

**TITLE:**

Consider and act on Resolution No. R-2025-111 of the City Council of the City of Bastrop, Texas, approving the Bastrop Economic Development Corporation's ("BEDC") expenditure for the purchase or lease of a BEDC vehicle, in an amount not to exceed seventy-five thousand dollars (\$75,000); authorizing the City Manager to execute all necessary documents; and establishing an effective date.

**AGENDA ITEM SUBMITTED BY:**

Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager and BEDC Interim Executive Director  
Dori Kelley, BEDC Business Attraction, Retention, and Expansion Manager

**BACKGROUND/HISTORY:**

As Bastrop continues to grow and attract attention from regional, national, and even international business prospects, the demands on BEDC staff have significantly increased. The Business Attraction, Retention, and Expansion program is now engaging in more off-site meetings, site visits, regional partnerships, and industry events outside of Bastrop city limits. These trips are crucial to advancing key economic development initiatives and fostering transformational relationships that lead to business recruitment and investment, as outlined in the BEDC strategic plan.

Currently, staff rely on personal vehicles for these activities, which has resulted in increased wear and tear, rising fuel costs, and toll costs. Upcoming logistical challenges are to be expected when transporting multiple individuals, such as visiting prospects. Additionally, the ability to host site tours in a professional and comfortable setting is becoming increasingly important as we welcome potential investors and company representatives who are exploring Bastrop as a location for their operations.

Investing in a BEDC-owned or leased vehicle—preferably a Suburban or similar 7- to 8-passenger vehicle—would allow staff to conduct business more efficiently and professionally, while also serving as a visible, branded representation of the city's commitment to economic development. The vehicle would be used for travelling to and from business meetings, conferences, and site visits. It would also enable staff to transport small groups in a single vehicle rather than coordinating multiple personal cars, which is especially beneficial when entertaining prospects or partners in the downtown area, where parking is limited.

On June 16<sup>th</sup>, 2025 the Bastrop EDC Board approved staff to investigate purchasing or leasing a vehicle not to exceed \$75,000.

**FISCAL IMPACT:**



The purchase or lease of a BEDC vehicle will not exceed \$75,000 and will be funded through the BEDC's FY 2024-2025 capital expenditures budget. This amount includes the cost of the vehicle, registration, and any necessary upfitting or branding to reflect the organization's professional image.

Ongoing costs, such as fuel, insurance, and routine maintenance, will be incorporated into future annual budgets and are expected to be offset in part by reduced mileage, gas, and toll reimbursements currently incurred through the use of personal vehicles.

**RECOMMENDATION:**

Consider and act on Resolution No. R-2025-111 of the City Council of the City of Bastrop, Texas, approving the Bastrop Economic Development Corporation's ("BEDC") expenditure for the purchase or lease of a BEDC vehicle, in an amount not to exceed seventy-five thousand dollars (\$75,000); authorizing the City Manager to execute all necessary documents; and establishing an effective date.

**ATTACHMENTS:**

1. Resolution No. R-2025-111
2. List of quotes from three local auto dealerships

## RESOLUTION NO. R-2025-111

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE BASTROP ECONOMIC DEVELOPMENT CORPORATION'S EXPENDITURE FOR THE PURCHASE OR LEASE OF A BEDC VEHICLE, IN AN AMOUNT NOT TO EXCEED SEVENTY-FIVE THOUSAND DOLLARS (\$75,000); AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the Bastrop Economic Development Corporation ("BEDC") is a public instrumentality and non-profit industrial development corporation duly established and operating under Texas Local Government Code, Chapters 501 and 505, *et seq.*, as amended, known as the Development Corporation Act of 1979 (the "Act"); and

**WHEREAS**, to fulfill its public purpose in attracting qualifying projects, the BEDC requires certain operational assets, including a vehicle suitable for staff, board, and prospect transportation; and

**WHEREAS**, the Business Attraction, Retention, and Expansion Program of the BEDC has expanded its efforts in conducting off-site meetings, site visits, and regional events critical to its economic development mission, requiring a professional and efficient means of transportation; and

**WHEREAS**, the BEDC Board of Directors took formal action at the board meeting of June 16, 2025, to authorize the BEDC staff to pursue the purchase or lease of a vehicle; and

**WHEREAS**, the City has reviewed the June 16, 2025, actions of the BEDC related to the expenditure noted herein, has considered and evaluated it, and has found it meritorious of the City Council's authorization and approval.

**WHEREAS**, it is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

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

**Section 1. Findings and Determination.** The City Council hereby finds and determines that it is in the best interest of the BEDC and the City to authorize funding for the purchase or lease of a vehicle.

**Section 2. Authorization of Expenditure.** The City Council of the City of Bastrop, Texas, hereby authorizes the funding in an amount not to exceed \$75,000.00.

**Section 3. Open Meeting.** The City Council hereby finds and determines that the meeting at which this Resolution was passed was open to the public, and public notice of the time, place and purpose at which it was read was given in accordance with Chapter 551, Texas Government Code.

**Section 4.** 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 24th day of June 2025.

**APPROVED:**

\_\_\_\_\_  
Ishmael Harris, Mayor

**ATTEST:**

\_\_\_\_\_  
Michael Muscarello, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Denton, Navarro, Rocha, Bernal & Zech, P.C

## List of Quotes from Three Local Auto Dealerships

Covert Chevrolet Bastrop

Vehicle Type:	Chevy Suburban LT
Purchase Price:	\$74,555
36-month Lease Price:	\$1,535/month with first payment due at signing
One Pay Lease Price:	\$51,346 (due at signing)

Lost Pines Toyota

Vehicle Type:	Toyota Highlander
Purchase Price:	\$47,959
36-month Lease Price:	\$25,100 down and \$824/month

\*NOTE – Lost Pines Toyota currently has none of these in stock.

Sames Ford Bastrop

Quote had not been received at the time of packet production